Request for Qualifications

for

Old Town Plaza
Oasis Community Park Preschool
Singh and Kaur Park, and
District56 Nature Area Kinetic Sculpture
Public Art Projects

Public Art RFQ Response
City Clerk’s Office
City of Elk Grove
8401 Laguna Palms Way
Elk Grove, CA 95758

Statement of Qualifications Deadline is
Thursday, Feb 27, 2020 4:00 p.m.
City of Elk Grove
CALL TO ARTISTS

Request for Qualifications (RFQ)
Deadline: Thursday, Feb 27, 2020, 4:00 p.m.

REQUEST FOR QUALIFICATIONS (RFQ): The City of Elk Grove invites artists and artist teams to submit their qualifications for one or all of the following public art opportunities in the City of Elk Grove:

1. Old Town Plaza: $67,000
2. Oasis Community Park Preschool: $74,000
3. Singh and Kaur Park: $28,000
4. District56 Nature Area Kinetic Sculpture Project: $136,000

The total budget includes all costs to design, fabricate, and install the artwork.

ABOUT ELK GROVE: In 1850, Elk Grove was established as a hotel and a stop for the stage coach. It is located about 15 miles south of historic Sutter’s Fort in Sacramento, California and thus became a crossroads for business, entertainment, mail service and agriculture, and acted as home base for gold miners in nearby communities. After it played a part in the early gold rush and statehood history in California, a close-knit community evolved with a distinctly rural and western lifestyle. Despite its close proximity to California’s capital city, Elk Grove remained quietly independent of Sacramento’s growth and development as it expanded into adjoining countrywide areas until the 1980s. Agriculture has always been a central part of Elk Grove’s economy. It is a diverse community that has experienced rapid growth over the past decade. Today, technology, professional services, and commercial and retail enterprises also contribute to the economy.

WHAT IS INCLUDED IN THE RFQ: The RFQ includes the following:

- Plans and descriptions of each project
- Artist eligibility and evaluation criteria
- Artist selection timeline
- Application
1. OLD TOWN PLAZA  
Art budget: $67,000

Exhibit A: Old Town Plaza Conceptual Plan
About the Old Town Plaza and Pavilion Site: The Old Town Plaza is a formal gathering space for the community located in the old town area of the City of Elk Grove at 9615 Railroad Street.

The project design includes a formal entrance to the Plaza with trellis structures, seating, site lighting, bike parking, park signage, and hardscape and landscape features. The main feature of the project (illustrated above) is a 9,400 square-foot open space pavilion. The plaza is a flexible space and is expected to be used year-round for events, performances, small art and book fairs, a farmer’s market, movie nights, yoga classes, and more.

Design elements reflecting the city’s railroad history and the historic downtown are incorporated throughout the site. If selected, applicants must consider this theme in the artwork design. The railroad tracks and spurs that will be removed from the site can be made available to the artist for incorporation into their designs.

In the above illustration (Exhibit A: Old Town Plaza Conceptual Plan) the suggested site for the artwork is notated with a blue circle near the entrance to the pavilion.

For more information on Old Town Plaza, please visit the project website at:
http://www.elkgrovecity.org/city_hall/departments_divisions/public_works/capital_improv ements/old_town_plaza_improvements/old_town_plaza_improvements
2. OASIS COMMUNITY PARK PRESCHOOL
Art budget: $74,000

Exhibit C: Oasis Community Park Preschool Exterior Elevation (front view)

Exhibit D: Oasis Community Park Preschool Exterior Elevation (side view)
Exhibit E: Oasis Community Park
About the Oasis Community Park Preschool Site: Designed by MFDB Architects, the preschool sits on the south-western corner of Oasis Community Park. The preschool’s sleek design with horizontal lines and simple materials is similar to buildings found in the California desert designed in the 50’s and 60’s. The intention was to create a building with good light using east facing clerestory windows, and minimizing the solar heat associated with the southwestern exposure.

The Park will be built on 20 acres and feature a large picnic area, age-appropriate playgrounds for 2-5 and 5-12-year-olds with desert oasis themed play elements, as well as a water play area for cooling down on those hot summer days. For those seeking sporty elements, the park will also feature beautiful grassy multi-purpose fields, pickleball and tennis courts, and basketball courts. Trails wind throughout the park with several adult fitness stations situated along the route.

A plaza marks the entrance to the building and a garden and play area are proposed at the back of the building. There are multiple sites for 2-dimensional and/or 3-dimensional artworks.
3. SINGH AND KAU R PARK Art budget: $28,000

Exhibit G: Singh and Kaur Park Plan

About the Singh and Kaur Park Site: The 5-acre Singh and Kaur Park is a collaboration between the City of Elk Grove and Cosumnes Community Services District named in memory of two Sikh men who were killed in Elk Grove in 2011, in what many believe to have been a hate crime. To commemorate the two men, the park is located in the middle of a neighborhood and was designed to inspire people to gather, talk, and communicate. The park includes a shade structure, picnic tables, game tables, and play areas for children. It also includes a fitness trail, a half-basketball court, sand volleyball, and bocce ball and cornhole courts. The two men were from the Punjabi region of India and designers have included subtle design elements and features reminiscent of that region as well as seating areas for gathering and meditation.

If selected, artists should be willing to consider the Punjabi culture in the development of the artwork design. Additionally, two circular seat walls should be utilized as the site for the art. These precast concrete walls are located at both the east and west ends of the park. The seat walls have been designed to be wide enough so that people can sit cross-legged in conversation as is customary in Indian culture. The seat wall locations are shown in Exhibit G (above) and below in Exhibit H.
Exhibit H: Singh and Kaur Seat Wall Detail
4. DISTRICT56 NATURE AREA: Kinetic Sculpture Project Art
budget: $136,000

Exhibit I: District 56
About the District56 Nature Area Site: The Nature area is located adjacent to and just south of the city’s new District56 campus which includes a community center, senior center, Veterans memorial, and aquatic center. A library and performing art center are planned to be sited at the campus sometime in the future.

The nature area is designed to be mostly open park space and includes habitat restoration of wetlands, native grasslands and preservation and expansion of a native oak forest. The vision for the project is that the more active facilities and features be located in the north of the nature area and the more passive facilities and features be located in the south of the nature area. Site amenities include a network of trails, benches, picnic tables, wetland area overlooks, open meadow, outdoor exercise equipment, play equipment, and interpretive signs to create a
serene gathering place at the heart of the community. An existing silo, reminiscent of the former use of the parcel as a homestead with agricultural activities, will be structurally refurbished allowing it to remain in its current location.

The city wishes to commission an artist to create a kinetic sculpture(s) at the entrance to the park which is notated with a yellow arrow in Exhibit J: District 56 Natura Area Plan. The sculpture may be designed so that components move by air currents and/or by mechanical devices. The sculpture should pay homage to the delta breezes which occur in the area.

**GENERAL APPLICATION INFORMATION**

**ARTIST ELIGIBILITY:** The selected artist/artist team must be available to begin work immediately and complete the project by November 2020.

**EVALUATION CRITERIA:** Criteria for selection of artist/artist teams include but are not limited to the following:

- An ability to work collaboratively with other design professionals, stakeholders and staff.
- Demonstrated successful creative, innovative, and effective approach in comparable projects.
- Artist’s ability to carry out the commission, keep the project within budget, and to complete and install the work on schedule.
- Artist’s knowledge of and ability to work with durable materials that are appropriate for long-term exposure in a public environment and that require minimal care and long-term maintenance.
- A proven mastery or skill in at least one artistic medium.
- Ability, evidenced by past work and experience, to create an artwork that meets the objectives described above in each project area.
- Assessment of client references.

**SELECTION PROCESS:** Qualifications for all four projects will be evaluated by a Review Committee comprised of two (2) members of the City’s Arts Commission, the project Landscape Architect (or representative), at least two (2) arts professionals and possibly a community representative. Based on artist/artist team qualifications, the Review Committee may select up to 3 finalists for each project to prepare proposals. These recommendations will be reviewed by the Elk Grove Arts Commission for feedback prior to issuing Service Purchase Orders to the selected finalists.

Selected finalists will be invited to visit the project sites and meet with the Design Team so that they can better understand the scope of the projects. The Service Purchase Orders will pay the artist/artist teams to prepare project proposals for the artwork. Proposals must indicate if any technology infrastructure is required, i.e. Wi-Fi, etc.

The Review Committee will review proposals for each project and make recommendations to the Elk Grove Arts Commission. The Elk Grove Arts Commission
will review the Review Committee’s recommendations and make recommendations to City Council. The recommended proposal for each project will then be approved by the Elk Grove City Council.

**Step one:** Request for Qualifications (RFQ) distributed nationally.

**Step two:** The Review Committee will select up to three finalists based on the quality of the artist/artist teams past work and qualifications.

**Step three:** The Review Committee’s recommendations will be sent to the Elk Grove Arts Commission for review and approval.

**Step four:** Selected finalists will be invited to tour the site, meet with the project design teams to understand the scope of the projects, and issue a Service Purchase Order to prepare a formal project proposal(s).

**Step five:** The Review Committee will review the proposals and make recommendations to the Arts Commission.

**Step six:** The Arts Commission will review the Committee’s artist proposal recommendations and make recommendations to the Elk Grove City Council.

**Step seven:** Elk Grove City Council approves or disapproves contract for construction of the artwork.

**TIMELINE**

Statement of Qualifications due: Feb 27, 2020 4:00 p.m.
Review Committee Selects Artists: March 2020
Proposals Due: May 2020
Proposal Review by Committee: May 2020
Elk Grove Arts Commission Review: May/June 2020

**Old Town Plaza, Singh & Kaur Park, District56 Nature Area:**
Elk Grove City Council review: June/July 2020
Selected artist/artist team given notice-to-proceed: June/July 2020
Fabrication of artwork: July-November 2020
Artwork installed: December 2020

**Oasis Park Preschool**
Elk Grove City Council Review: Summer 2020
Fabrication of artwork: Summer 2020–Spring 2021
Artwork installed: Spring-Summer 2021

**APPLICATION:** The application is on page 16. Please complete the application and mail, submit electronically, or hand deliver to the address listed on the application by the
deadline of Thursday, February 27, 2020 by 4:00 pm.

**LATE SUBMISSIONS:** Submissions arriving after the specified date and time shall not be considered. Applicants assume responsibility for timely submission of their statement of qualifications.

**WITHDRAWAL OR MODIFICATION OF SUBMISSION:** Once the submission has been accepted by the City, Artists may withdraw the submission but will NOT be able to modify it.

**ACCEPTANCE AND REJECTION:** The City reserves the right to accept any submission, reject all submissions, and to call for new submissions or dispense with the submission process in accordance with the Elk Grove Municipal Code.

**EVALUATION AND AWARD:** This RFQ is to assess qualifications **ONLY**. Applicants are not required to submit a specific proposal for the artwork initially. If selected as a finalist, artist/artist teams will be invited to create a proposal. Evaluation shall be made based on the evaluation criteria listed above. One or more contracts may be awarded to Artist(s) who best meet the City’s needs. Nothing herein obligates the City to award a contract to any responding Artist. Any contract awarded will be non-exclusive, and the City reserves the right to award contracts to one or more artists in the City’s sole discretion.

**REGISTER WITH THE CALIFORNIA SECRETARY OF STATE:**
Unless Service Provider is a sole proprietorship, Service Provider must be registered and in good standing with the California Secretary of State within 14 days following notification of the City’s intent to award a contract to Service Provider and prior to execution of a final contract. Failure to timely register with the Secretary of State may result in the City awarding the contract to another Service Provider. Additional information regarding the registration process may be found on the Secretary of State’s website at: [https://businesssearch.sos.ca.gov/](https://businesssearch.sos.ca.gov/).

**DISCLOSURE OF SUBMITTED MATERIALS:** After selection and execution of the contracts, (or prior thereto if required by law) all information and materials provided in each submittal received is subject to disclosure through a Public Records Request pursuant to the California Public Records Act, or otherwise as may be required by law. The City, in its sole discretion, may release any submitted materials, regardless of whether such materials are marked by respondents as confidential or otherwise as protected.

**WAIVER OF IRREGULARITIES:** The City retains the right, in its sole discretion, to waive any irregularities in submittals that do not comply with the strict requirements of this RFQ, and the City reserves the right to award a contract to an artist/artist teams submitting any such non-compliant submittals, all in the City’s sole discretion.
CONFLICT OF INTEREST STATEMENT
Artist/artist teams must declare any activities or relationships that might create a conflict of interest for the artist/artist teams or the City, and, if such activities or relationships exist, a description of the facts, legal implications, and possible effects sufficient to permit the City to appreciate the significance of the conflict and to grant any conflict waiver, if appropriate and necessary.

(Application next page)
City of Elk Grove Public Art Project
APPLICATION

Please check one or more opportunities you wish to be considered for:

1. Old Town Plaza ($67,000):
2. Oasis Park Preschool ($74,000):
3. Singh and Kaur Park ($28,000):
4. District56 Nature Area Kinetic Sculpture: ($136,000)

Artist’s Name: ____________________________________________________________
Address: ________________________________________________________________
E-mail Address: _________________________ Phone: ___________________________

I HAVE ENCLOSED OR ATTACHED THE FOLLOWING:

_______ Resume (four (4) pages maximum)
_______ A brief cover letter (no more than one page) explaining why you are interested in this/these project(s).
_______ Ten (10) images of past work. Images can be JPEG or in a PowerPoint program presentation format. Artist’s submitting as a team, may submit up to 20 images.
_______ Annotated Image List:
A numbered list of corresponding submitted images that includes the artwork title, date, medium, and dimensions.

APPLICATION DEADLINE: Thursday, Feb 27, 2020, 4:00 p.m.

SEND APPLICATION TO: Qualifications must be submitted by mail or hand delivered to the Office of the City Clerk by 4:00 p.m. on Feb 27, 2020 at the address below:

Public Art RFQ Response
Office of the City Clerk
CITY OF ELK GROVE
8401 Laguna Palms Way
Elk Grove, CA 95758

Qualifications may also be emailed to the City at the following email address: EGCC@elkgrovecity.org

Questions? Questions regarding this RFQ are to be directed by e-mail to: EGCC@elkgrovecity.org. Such contact shall be for clarification purposes only.

January 23, 2020
INSURANCE REQUIREMENTS

Prior to commencement of any work under a City of Elk Grove contract, Consultant shall provide to the City proof of, and maintain in full force and effect at all times during the term of the Contract, at its sole cost and expense, policies of insurance as set forth herein:

1. General Liability:

   a. Comprehensive general liability insurance including, but not limited to, protection for claims of bodily injury and property damage liability.
   b. Coverage shall be at least as broad as Insurance Services Office Commercial General Liability coverage form CG 0001 (occurrence).
   c. Claims-made coverage is not acceptable.
   d. The limits of liability shall not be less than:
      i. Each occurrence: One Million Dollars ($1,000,000)
      ii. Products & Completed Operations: One Million Dollars ($1,000,000)
      iii. Aggregate: One Million Dollars ($1,000,000)
   e. The insurer shall agree to waive all rights of subrogation against the City, its officials, employees, agents, and authorized volunteers for losses arising from work performed by the Consultant.

2. Automobile Liability:

   a. Automobile liability insurance providing protection against claims of bodily injury and property damage arising out of operation, maintenance, or use of hired and non-owned automobiles.
   b. Coverage shall be at least as broad as Insurance Services Office Automobile Liability coverage form CA 0001, symbols 8, and 9 (hired, and non-owned) and shall not exclude City-owned vehicles.
   c. The limits of liability per accident shall not be less than:

      Combined Single Limit  One Million Dollars ($1,000,000)

If general liability coverage, as required above, is provided by the Commercial General Liability form, the automobile liability policy shall include an endorsement providing automobile contractual liability.

3. Workers’ Compensation
a. Proof of Workers’ Compensation shall be provided by Consultant and any subcontractors, pursuant to the following requirements, for any delivery and/or installation of art work.

b. Workers’ Compensation Insurance, with coverage as required by the State of California (unless the Consultant is a qualified self-insurer with the State of California), and Employers Liability coverage. The Consultant shall execute a certificate in compliance with Labor Code Section 1861, on the form provided in Exhibit E.

c. Employer’s Liability Coverage shall not be less than One Million Dollars ($1,000,000).

d. If an injury occurs to any employee of the Consultant for which the employee or his dependents, in the event of his death, may be entitled to compensation from the City under the provisions of the Acts, for which compensation is claimed from the City, there will be retained out of the sums due the Consultant under this Contract, an amount sufficient to cover such compensation as fixed by the Acts, until such compensation is paid or it is determined that no compensation is due. If the City is required to pay such compensation, the amount so paid will be deducted and retained from such sums due, or to become due to the Consultant.

e. The insurer shall agree to waive all rights of subrogation against the City, its officials, employees, agents, and authorized volunteers for losses arising from work performed by the Consultant.

4. Other Insurance Provisions: The general and auto liability coverage shall contain the following provisions and endorsements:

a. The City, its officials, employees, agents and authorized volunteers shall be covered and specifically named as additional insured as respects liability arising out of activities performed by or on behalf of the Consultant, products and completed operations of the Consultant, premises owned, occupied, or used by the Consultant, or automobiles leased, hired, or borrowed by the Consultant on a separate endorsement acceptable to the City.

b. The policy shall contain no special limitations on the scope of coverage afforded to the City, its officials, employees, agents, or authorized volunteers.

c. Provision or endorsement stating that for any claims related to this contract, the Consultant’s insurance coverage shall be primary insurance as respects the City, its officials, employees, agents, and authorized volunteers to the extent the City is an additional insured. Any insurance or self-insurance maintained by the City, its officials, employees, agents, or authorized volunteers
shall be in excess of the Consultant’s insurance and shall not contribute with it, to the payment or satisfaction of any defense expenses, loss or judgment.

d. Any failure to comply with reporting or other provisions of the policies on the part of the Consultant, including breaches of warranties, shall not affect Consultant’s requirement to provide coverage to the City, its officials, employees, agents, or authorized volunteers.

5. Acceptability of Insurers: Insurance is to be placed with insurers with a Bests’ rating of no less than A:VII.

6. Any deductibles, aggregate limits, pending claims or lawsuits that may diminish the aggregate limits, or self-insured retention(s), must be declared to, and approved by, the City.

7. The Consultant shall furnish the City with certificates of insurance and original endorsements or insurance binders, signed by a person authorized by the insurer to bind coverage on its behalf, evidencing the coverage required by this Contract. At the written request of the City, Consultant agrees to furnish a duplicate original or certified copy of each required policy including the declaration pages, conditions, provisions, endorsements, and exclusions.

8. The City, due to unforeseen risk or exhaustion, failure, or dilution of Consultant’s insurance coverage, at its discretion, may increase the amounts and types of insurance coverage required hereunder at any time during the term of the contract by giving 30 days written notice.

9. The Consultant shall serve the City notice, in writing by certified mail, within 2 days of any notices received from any insurance carriers providing insurance coverage under this Agreement that concern the suspension, voidance, cancellation, termination, reduction in coverage or limits, non-renewal, or material changes of coverage proposed or otherwise.

10. If the Consultant fails to procure or maintain insurance as required by this section, and any Supplementary Conditions, or fails to furnish the City with proof of such insurance, the City, at its discretion, may procure any or all such insurance. Premiums for such insurance procured by the City shall be deducted and retained from any sums due the Consultant under the contract.

11. Failure of the City to obtain such insurance shall in no way relieve the Consultant from any of its responsibilities under the contract.

12. The making of progress payments to the Consultant shall not be construed as relieving the Consultant or its Sub-Consultants or agents of responsibility for loss or direct physical loss, damage, or destruction occurring prior to final acceptance by the City.
13. The failure of the City to enforce in a timely manner any of the provisions of this section shall not act as a waiver to enforcement of any of these provisions at any time during the term of the contract.

14. The requirement as to types, limits, and the City’s approval of insurance coverage to be maintained by Consultant are not intended to, and shall not in any manner, limit or qualify the liabilities and obligations assumed by Consultant under the Contract.

INSURANCE REQUIREMENTS SUMMARY

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<tr>
<th>TYPE</th>
<th>SINGLE LIMIT / OCCURRENCE</th>
<th>AGGREGATE</th>
<th>ENDORSEMENTS***</th>
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<td>$1,000,000</td>
<td>Additional Insured Waiver of Subrogation</td>
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<tr>
<td>Auto Liability (2C)</td>
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<td>Work Comp (3A)</td>
<td>Statutory $1,000,000 each</td>
<td></td>
<td>Waiver of Subrogation For Delivery and/or Installation</td>
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***Must be actual endorsements. Typed statements on Certificates of Liability are unacceptable.

This is a summary only. Please refer to the insurance section and/or exhibit of this Agreement for specific requirements.