



Request for Qualifications (RFQ)

**City of Elk Grove Library Public Art Project
Budget: \$140,000**

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

**Statement of Qualifications Deadline:
Thursday, April 18, 2024, 4:00 p.m.**



City of Elk Grove CALL TO ARTISTS

Request for Qualifications (RFQ) Deadline: Thursday, April 18, 2024, 4:00 p.m.

Request for Qualifications (RFQ)

The City of Elk Grove invites artists and artist teams residing in the United States to submit statement of qualifications for the Library Public Art Project in the City of Elk Grove. The artwork opportunity is for a pedestrian-scale sculpture or sculpture installation integrated into a plaza at the front of the building. The artwork will serve as a beacon and identifying marker for the Library.

The total budget of \$140,000 includes all costs to design, fabricate, and install the artwork

What is included in the RFQ

The RFQ includes the following:

- Plans and descriptions of the project site
- Artist eligibility and evaluation criteria
- Artist selection timeline
- Application

Project Description

The community has outgrown the current location of one of two city libraries. Plans are underway to relocate the Elk Grove Library from its current location near Old Town Elk Grove to a new site in late 2025. The new site at 9260 Elk Grove Boulevard is in the former Rite Aid pharmacy. It will provide thousands of feet of extra space and flexibility to better meet the changing needs of the community.

There have been many chapters in the story of the Elk Grove Library. The history of the library reaches back to the early 1900s when Elk Grove residents, led by Harriet Eddy, worked with the State Librarian to establish the very first county branch library in California. The original facility, located at 9125 Elk Grove Boulevard, was crucial in allowing Elk Grove High School to attain the accreditation needed for graduates to directly enter college.

For more information about the Library, please visit the project website at: <https://www.elkgrovecity.org/strategic-planning-and-innovation/elk-grove-library-relocation>

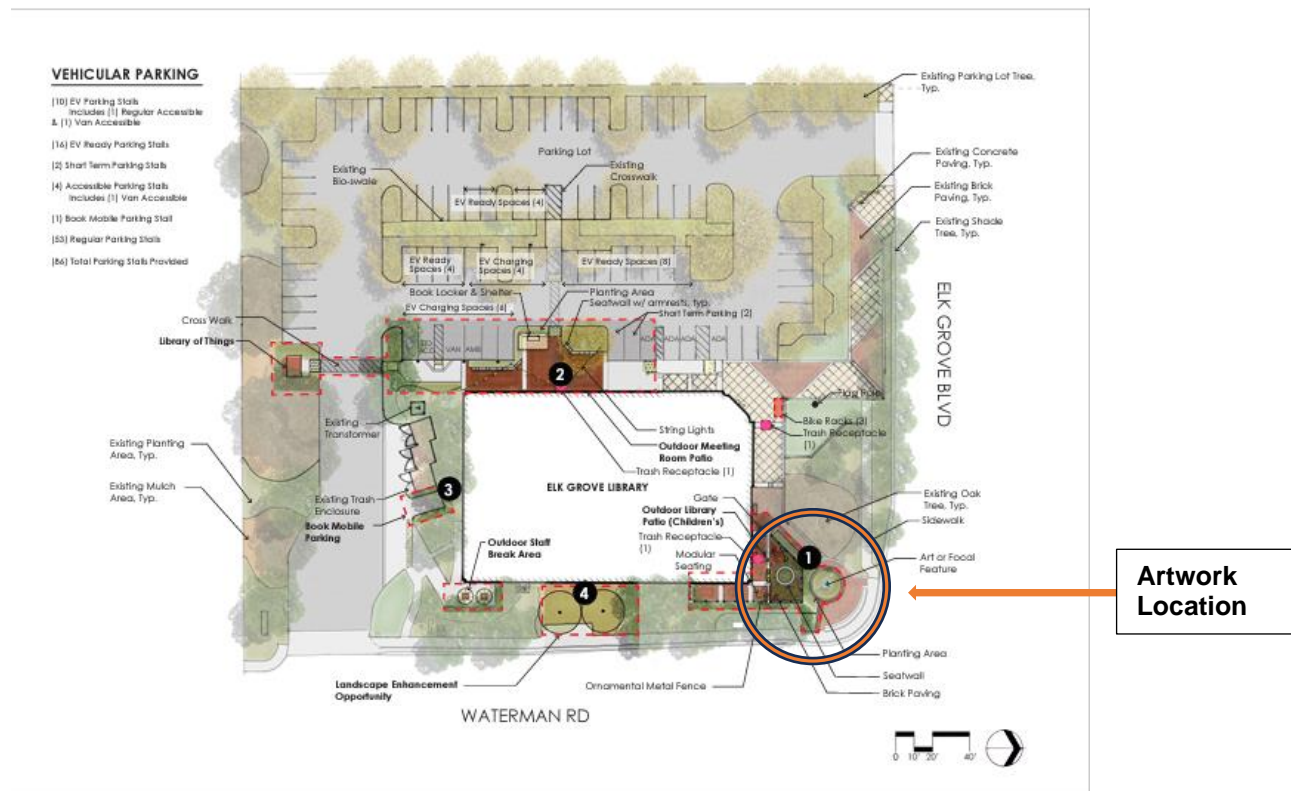
Project Goals

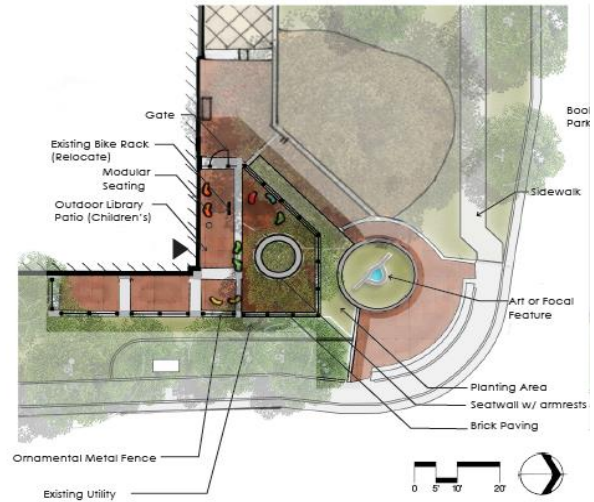
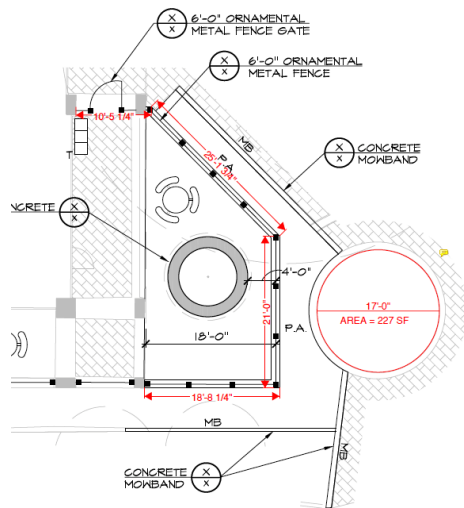
- Engage library visitors
- Mark the entrance to the library and reflect the intended use of the site
- Be accessible to people of all ages
- Consider the Library goal which is, “to inspire our communities to discover, learn and grow.”

Artwork Opportunity

The artwork opportunity is for a sculpture, multiple sculptures, or sculptural installation at the northeast corner of the building. The site is a focal point for the new library that is easily seen by vehicular traffic on Elk Grove Blvd. and Waterman Road.

The artwork must be created for the existing circular area which is 17 feet in diameter and will be surrounded by a plaza with seating, creating a place to meet, wait for a ride, or read a book.





Above: Artwork Location Detail

APPLICATION INFORMATION

Artist Eligibility: The selected artist/artist team must live in the United States, be 18 years of age or older, and be available to begin work immediately and complete the project by September 2025.

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

- **Artistic Merit:** Demonstrated successful creative, innovative, and effective approach in comparable projects and proven mastery or skill in at least one artistic medium.
- **Relevant skills and experience** that reflect the applicant’s ability to carry out the commission, keep the project within budget, and to complete and install the work on schedule. 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. An ability to work collaboratively with other design professionals, stakeholders, and staff.
- **Project Goals:** Ability to create an artwork that meets the goals of the project.
- **Artwork is appropriate to the site:** Ability to create an artwork that is appropriate in scale, media, and design for the site.

SELECTION PROCESS: Qualifications will be evaluated by a Review Committee comprised of two (2) members of the City’s Arts Commission, the project Architect (or representative), representative from the Sacramento Public Library, and up to (3) arts professionals. Based on artist/artist team qualifications, the Review Committee will select finalists for the 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 site and meet with the Design Team so that they can better understand the scope of the projects. The Service Purchase Orders will pay the artists/artist teams to prepare a project proposal for the artwork.

The Review Committee will review proposals 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 will then be approved by the Elk Grove City Council.

Step one: Request for Qualifications (RFQ) noticed.

Step two: The Review Committee will select finalists based on the quality of the artist/artist teams past work and statement of 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 team to understand the scope of the projects, and issue a Service Purchase Order to prepare a formal project proposal.

Step five: The Review Committee will review the proposals and make recommendations to the Art 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:	April 18, 2024, 4:00 p.m.
Review Committee Selects Artists:	May 2024
Proposals Due:	July 2024
Proposal Review by Committee:	July 2024
Elk Grove Art Commission Review:	July/August 2024
City Council Review:	August 2024

APPLICATION: The application is on page **8**. Please complete the application and mail, submit electronically, or hand deliver to the address listed on the application by the deadline of Thursday, April 18, 2024, 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/>.

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

Artists/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**

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 project

_____ 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.

_____ Names and contact information for three references.

APPLICATION DEADLINE: Thursday, April 18, 2024, 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 April 18, 2024, 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: arts@elkgrovecity.org

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

INSURANCE REQUIREMENTS

Prior to commencement of any work under this 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. Consultant shall comply with all reporting and other provisions of the policies of insurance as set forth herein including, but not limited to, timely reporting of claims and suits. Further, should Consultant maintain any programs of self-insurance, Consultant shall comply with the applicable fulfillment of any self-insured retentions.

General Liability:

Comprehensive general liability insurance including, but not limited to, protection for claims of bodily injury, property damage, and products and completed operations liability. Coverage shall be at least as broad as Insurance Services Office Commercial General Liability coverage form CG 0001 (occurrence). Claims-made coverage is not acceptable.

The limits of liability shall not be less than:

- Each occurrence: One Million Dollars (\$1,000,000)
- Products and Completed Operations: One Million Dollars (\$1,000,000)
- Aggregate: One Million Dollars (\$1,000,000)

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 Consultant, products and completed operations of Consultant, premises owned, occupied, or used by Consultant, or automobiles leased, hired, or borrowed by Consultant on a separate endorsement acceptable to the City.

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 Consultant.

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

Provision or endorsement stating that for any claims related to this contract, 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 Consultant's insurance and shall not contribute with it, to the payment or satisfaction of any defense expenses, loss or judgment.

Automobile Liability:

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.

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). Consultant's coverage providing symbol 1 (Any Auto) shall be satisfactory

The limits of liability per accident shall not be less than:
Combined Single Limit: One Million Dollars (\$1,000,000)

The City, its officials, employees, agents and authorized volunteers shall be covered and specifically named as additional insured.

Worker's Compensation:

Worker's Compensation Insurance, with coverage as required by the State of California (unless Consultant is a qualified self-insurer with the State of California or is not required by California law to carry workers' compensation coverage), and Employers Liability coverage. Consultant shall execute a certificate in compliance with Labor Code Section 1861, on the form provided in Exhibit E.

Employer's Liability Coverage minimum limits shall be no less than \$1,000,000. If an injury occurs to any employee of 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 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 Consultant.

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 Consultant.

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

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.

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.

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.

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.

If 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 Consultant under the contract.

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

The making of progress payments to Consultant shall not be construed as relieving 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.

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.

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

TYPE	SINGLE LIMIT / OCCURRENCE	AGGREGATE	ENDORSEMENTS***
General Liability	\$1,000,000	\$1,000,000	Additional Insured Waiver of Subrogation Primary Non-Contributory
Auto Liability	\$1,000,000 (Hired, & Non-Owned)		Additional Insured
Work Comp Employer's Liability	Statutory \$1,000,000 each		Waiver of Subrogation

***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 contract for specific requirements.