



The City of Boynton Beach

Public Art Project

REQUEST FOR QUALIFICATIONS for Boat Club Park Public Art Project

CITY MANAGERS OFFICE
Public Art Administrator
100 E. Boynton Beach Blvd.
P.O. Box 310
Boynton Beach, FL 33425
phone (561) 742-6026 fax (561) 742-6089
e mail colesdobayd@ci.boynton-beach.fl.us
www.boynton-beach.org

PROJECT Boat Club Park Public Art Project

HOST City of Boynton Beach Recreation and Parks

PROJECT DESCRIPTION

Art in Public Places is requesting artists to submit their qualifications for a public art project that is located on a retaining wall at Boat Club Park in Boynton Beach. The public art project is part of the renovation plans for the park's public space south of the boat launching area by the Intracoastal Waterway. The artwork should express the park's character and proximity to the Boynton Beach Inlet, City's tag line, "Gateway to the Gulfstream," historical connection to Boynton's fishing community and nautical lifestyle. The public art project is identified for placement on a newly built retaining wall. This wall is on the south side of the boat ramp facing west of the newly built restroom structure. It is 47' wide semi circle with a wall height at 32" on the south side graduating to 40" high. Boat Club Park is one of the few locations sport and pleasure boaters can access the Intracoastal Waterway and ocean in Palm Beach County, making it a frequently used park and boat ramp.

ART LOCATION

Boat Club Park
2010 N. Federal Hwy., Boynton Beach, Florida

PUBLIC ART SPECS

The semi circle retaining wall identified for the public art project is on the west side of the newly renovated Boat Club Park public space and is a 47' semi circle wide by 32" high graduating to 40" high. A restroom structure with landscaped picnic and play area behind the wall is being built replacing the current old restroom structure. Renovation includes a new restroom building, picnic tables with sail shade coverings, play area, walkways and ramps to access the elevated restroom structure. The retaining wall is lit indirectly by the park lighting.

BUDGET \$3,000.00

Once an artist is selected the requested project proposal budget will be inclusive of all costs associated with the public art project including but not limited to the artist's design/conceptual fee, travel, materials, shipping, fabrication and installation, project documentation and maintenance recommendations. The newly built wall will be pre-prepped with a smooth concrete stucco surface finish and painted a light blue color of water base exterior masonry primer. Since there is a minimal budget for this public art project, suggested material is outdoor exterior materials applied directly to the finished retaining wall surface.

ARTIST SELECTION

An independent selection committee will review the submitted letter of intent, artist resume, past public art experience and qualifications. It is not necessary to submit conceptual sketches. Once the artist is selected, they will be asked to submit a proposal. The project will be facilitated by the City Public Art Administrator and funded by the Recreation and Parks. The final project design proposal will be approved by the Arts Commission Advisory Board. The artist will contract directly with the City of Boynton Beach to complete the public art project. (see sample artist's agreement below.)

A point-based scoring system will be utilized to select a finalist for approval by the Arts Commission. Scores will be based on the following criteria as demonstrated in the submitted qualification materials and through a reference check. Scoring will be based on:

- Artist merit of past projects and letter of intent presented for this project - 50 points
- Ability to meet project goals and criteria based on past project references - 25 points
- Ability to complete the project based on past project references - 25 points

RFQ RELEASE	May 12, 2010
RFQ DEADLINE	May 25, 2010
ARTIST SELECTION	June 1, 2010
NOTIFICATION	June 3, 2010
ARTIST CONTRACT	June 8, 2010
CONCEPTUAL PROPOSAL DUE	June 24, 2010
ARTS COMMISSION	June 29, 2010
ARTWORK COMPLETION	July 29, 2010
PARK RIBBON CUTTING	TBD

QUALIFICATION REQUIREMENTS

1. Letter of Intent: Express your interest in this project, design approach and provide background information that would support your qualifications for this project. Please include the artist name, business name, mailing address, phone number, email and website (1 page maximum).

2. Resume: A current professional resume with a brief bio summary (not to exceed two pages).

3. Annotated Image List: Should include the following information for each image: number, artist name(s), title of work/project, brief description of each project, location of project, materials used, dimensions, installation methods, budget, and commissioning agency contact information.

4. Submit ONLY one (1) CD or USB Drive with images of Past Work :

A total of ten (10) images of at least three (3) different completed artworks or projects. At least one project must feature the artist's ability to create integrated artistic environments as defined in the "Project Description" section of this RFQ. Only submit images of projects that have been realized. Images of proposals, models or computer generated images will not be reviewed. Submit digital images of public art past projects and one color print of all images each on a separate 8.5" x 11" size paper.

- Letter of intent, contact information, resume, brief biography of the artist and images should be provided in the following digital formats:
 On a CD or USB drive provide image dimensions minimum 4 inch, maximum 10 inch with common aspect ratio sizes preferred. JPEG or PNG 150 DPI minimum, 300 DPI maximum. Save JPEG as maximum size. PDF file format is also acceptable. Identify and label each image and file to coordinate with printed materials. Text files can be provided as Word document, rtf, or Pages document with file formats saved on the CD or USB drive. Along with digital files on CD or USB drive, submit one complete set of printed documents. Print digital documents each on a separate 8.5" x 11" size paper. The set can be printed directly from a computer or color copied.

BY THE DEADLINE DATE, SUBMIT ARTISTS QUALIFICATIONS INFORMATION TO:

Mark the submission "Boat Club Park Public Art Project"

Debby Coles-Dobay, Public Art Administrator
 City of Boynton Beach Public Art
 100 E. Boynton Beach Blvd., Boynton Beach, FL 33425
 561 742 6026
colesdobayd@bbfl.us
www.boyntonbeacharts.org

Questions regarding this Call to Artists must be directed to Debby Coles-Dobay at the above email address.

If applicants rely on information provided by persons other than Ms. Coles-Dobay, they do so at their own risk. From the date of release of this Call to Artists until award of contract, no contact with Arts Commission members or representatives of the City Commission related to this Call to Artists is permitted except as authorized by Ms. Coles-Dobay and/or in conjunction with scheduled Call to Artists activities. Any unauthorized contact to the City or related boards shall not be used as a basis for selection and may result in the disqualification of the artist's submittal.

The City of Boynton Beach Lobbyist Registration Ordinance prohibits an artist or anyone representing an artist from communicating with any City Commissioner or Arts Commission, or any employee authorized to act on behalf of the Commission or Board to award a particular contract regarding this Call to Artists, i.e., a "Cone of Silence."

The "Cone of Silence" is in effect from the date/time of the deadline of the submission of the Artist Application, and terminates at the time that the City Commissioner, Arts Commission and City staff authorized to act on their behalf, awards or approves a contract, rejects all bids, or otherwise takes action which ends the solicitation process. Artists may, however, contact any City Commissioner, Arts Commission and City employee authorized to act on behalf of the City Commission to award a particular contract, via written communication; i.e., facsimile, e-mail, or U.S. mail. Violations of the "Cone of Silence" are punishable by a fine of \$250.00 per violation.

General Terms and Conditions

1. Upon submission, all proposals/submissions become public records and the property of the City of Boynton Beach.
2. Due care and diligence has been exercised in preparation of this Call to Artists and all information contained herein is believed to be substantially correct; however, the responsibility for determining the full extent of the requested services rests solely with those making proposals.
3. City of Boynton Beach reserves the right to reject any or all proposals submitted in response to this Call to Artists, waive any or all informalities and/or irregularities, re-advertise with either an identical or revised scope, or cancel this Call to Artists in its entirety.
4. City of Boynton Beach reserves the right to contact any or all proposers after submittal in order to obtain supplemental information and/or clarification in either verbal or written form.
5. The selected artist will be expected to execute an artists agreement. Prior to agreement execution, the selected artist will be required to provide a written detailed plan, budget and timeline based on the proposal presented for approval by the City of Boynton Beach Art in Public Places Administrator. The time frame and installation construction requirements will be negotiated between the selected artist and the City of Boynton Beach Art in Public Places Administrator. No other terms of the agreement are negotiable and the City will not consider changes to the agreement. A copy of the agreement is provided in this call.

Boat ramp facing East

Semi circle Wall in front of new restrooms



New restrooms from north side facing south
waterway and boat ramp on left (east)

-  STANDING BEAM METAL ROOF, GALVALUME FINISH
-  TRIM & STUCCO BANDS, WHITE
-  BUILDING BODY COLOR, LIGHT BLUE
-  WOOD BEAMS & RAFTERS, STAIN
-  ACCENT COLOR, TAUPE



North Elevation

SCALE: 1/4" = 1'-0"

Semi circle retaining wall



ARTIST AGREEMENT

THIS AGREEMENT, dated the _____ day of _____, 2010, is by and between:

CITY OF BOYNTON BEACH, a municipal corporation, organized and operating pursuant to the laws of the State of Florida, with a business address of 100 East Boynton Beach Boulevard, Boynton Beach, Florida 33435, hereinafter referred to as "CITY",

and

_____ with an address of _____
in hereinafter referred to as "ARTIST." CITY and ARTIST may hereinafter collectively be referred to as the "Parties."

WITNESSETH:

In consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, CITY and ARTIST agree as follows:

WHEREAS, public art is a work of art, generally created by a public ARTIST exhibiting the highest quality of skill and aesthetic principals and includes all forms of the visual arts conceived in any medium, material or combination hereof, including but not limited to paintings, sculptures, stained glass, mosaics, murals, and ARTIST designed functional, architectural, landscaped, and landform elements as described in the Public Art Ordinance 07-002; and

WHEREAS, CITY desires to obtain professional services from ARTIST for the creation of public artwork; and

WHEREAS, ARTIST possesses specific skills, talent, expertise, experience and knowledge to provide the CITY with the artwork in a professional and artistic manner; and

WHEREAS, ARTIST has stated an interest in working on the creation of public artwork for the CITY; and

WHEREAS, the CITY desires to commission the ARTIST to create public artwork and

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements herein contained and other good and valuable consideration, the receipt of which is hereby acknowledged, it is agreed herein between the Parties hereto as follows:

ARTICLE 1

1.1. RECITALS: Each "whereas" clause set forth above is true and correct and herein incorporated by this reference.

ARTICLE 2
SERVICES AND RESPONSIBILITIES

- 2.1. ARTIST hereby agrees to create public artwork described in attached proposal, or other services which may otherwise be required, as further enumerated in the Scope of Services set forth in Article 3 herein below.
- 2.2. The public artwork shall be located at such location within the CITY as designated by the CITY.
- 2.3. ARTIST shall furnish all services and labor necessary and as may be required in the performance of this Agreement.
- 2.4. ARTIST hereby represents to CITY, with full knowledge that CITY is relying upon these representations when entering into this Agreement with ARTIST, that ARTIST has the professional expertise, talent, experience and manpower to perform the services to be provided by ARTIST pursuant to the terms of this Agreement.
- 2.5. ARTIST certifies, to his knowledge, that all work performed pursuant to this agreement, including but not limited to the public artwork, is an original creation and does not infringe upon or violate any copyrights or other rights of any person, firm or organization.
- 2.6. The CITY recognizes the ARTIST's and collaborator's rights pursuant to the Federal Visual Artist Rights Act of 1990, known as "VARA". The CITY will not intentionally distort and/or modify the public artwork, where the modification or distortion would prejudice the ARTIST's honor or reputation.
- 2.7. The CITY is entitled to exhibit, publish, broadcast, advertise and otherwise use the likeness of the public artwork, in any manner the CITY sees fit. The CITY agrees not to sell the public artwork to a third-party for monetary gain. The CITY may transfer ownership of the artwork to another governmental entity or to a not for profit corporation.
- 2.8. The CITY agrees to give the ARTIST full acknowledgement and credit as the creator of the public artwork, with the placement of a plaque or similar object on and/or near the public artwork.
- 2.9. The value of the public artwork is established when the price of the art is commissioned.
- 2.10. The CITY agrees to provide the ARTIST access to CITY property, as a work site to prepare the public artwork for installation.
- 2.11. ARTIST may not hire or utilize the services of any sub-contractor, employee or other individual to assist the ARTIST in performing services under this agreement without the prior written approval of the CITY.
- 2.12. ARTIST warrants the final product against all defects in workmanship and materials for a period of one year.

ARTICLE 3
SCOPE OF SERVICES

ARTIST shall perform the following services in accordance with this Agreement with CITY as follows:

3.1. All work performed under this Agreement shall be done in a professional manner.

3.2. The public artwork shall be produced to the CITY's satisfaction and in conformity with the appropriate moral and ethical standards for the community in which the CITY is located. The quality of the completed materials is a matter of prime importance and shall meet all applicable industry standards. The CITY shall have the right to approve and/or reject the public artwork or any portion thereof. The display of the public artwork shall be subject to the sole discretion of the CITY.

3.3 The ARTIST shall perform and provide services as set forth in the Proposal for the Boat Club Park Public Art Project dated _____, a copy of which is attached hereto as Exhibit "A".

3.4 ARTIST is required to coordinate with construction project management to prepare, install and complete the Public Art Project. City is not responsible for negotiating, coordinating or managing the public art project timeline. Public Art Administrator will monitor the project and from time to time document the public art projects process. Project is estimate to begin _____ with a completion date estimation of _____.

ARTICLE 4
TERM AND TERMINATION

4.1. This Agreement shall take effect as of the date of execution as shown herein below and shall end upon completion of the ARTIST's work and services described in Articles 2 and 3 hereof.

4.2. All documents, plans, work products, materials, equipment and tools belonging to the CITY will be furnished to the CITY upon completion and/or termination of the Agreement, whichever occurs first.

4.3 The CITY's rights to exhibit, publish, broadcast, advertise and otherwise use of the likeness of the public artwork shall survive the termination of this Agreement.

ARTICLE 5
COMPENSATION

5.1. The CITY shall provide compensation and/or payments to the ARTIST as set forth in the Proposal for the Boat Club Park Public Art Project dated _____, a copy of which is attached hereto as Exhibit "A".

ARTICLE 6
CHANGES TO SCOPE OF WORK AND ADDITIONAL WORK

CITY or ARTIST may request changes that would increase, decrease or otherwise modify the Scope of Services to be provided under this Agreement. Such changes or additional services must be in accordance with the provisions of the Code of Ordinances of the CITY and must be contained in a written amendment, executed by the Parties hereto, with the same formality and with equal dignity herewith prior to any deviation from the term or scope of this Agreement, including the initiation of any additional or extra work. In no event will ARTIST be compensated for any work which has not been described in a separate written agreement executed by the Parties hereto.

ARTICLE 7
MISCELLANEOUS

7.1. **Insurance.** Worker's Compensation Insurance, property damage, liability insurance and vehicular liability insurance shall be maintained during the life of this contract to comply with statutory limits for all employees, and in the case any work is sublet, the ARTIST shall require the sub-Contractors similarly to provide Worker's Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the ARTIST.

- A. ARTIST shall secure and maintain in force, throughout the duration of this contract, comprehensive general and automobile liability insurance with a minimum coverage of \$1,000,000 per occurrence; \$1,000,000 aggregate for personal injury; \$1,000,000 per occurrence/aggregate for property damage; and, professional liability insurance in the amount of \$1,000,000 (all professional contract services).
- B. Said general liability policy shall name the City of Boynton Beach as an additional insured and shall include a provision prohibiting cancellation of said policy except upon thirty (30) days prior written notice to the CITY.
- C. ARTIST shall secure and maintain in force throughout the duration of this contract workers' compensation insurance to statutory limits.
- D. ARTIST shall furnish the CITY with a certificate of insurance after award has been made prior to the start of any work for the CITY. Said insurance companies must be authorized to do business in the State of Florida and the CITY will not accept any company that has a rating less than B+ in accordance with A.M. Best's Key Rating Guide, latest edition.
- E. Reference Insurance Advisory Form for additional types of insurance and limits required. The CITY reserves the right to require additional types of insurance, or to raise or lower the stated limits, based upon identified risk.
- F. If ARTIST claims to be exempt from this requirement, ARTIST shall provide CITY proof of such exemption along with a written request for CITY to exempt ARTIST, written on ARTIST's letterhead.

7.2. Independent Contractor. This Agreement does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the ARTIST is an independent contractor under this Agreement and not the CITY's employee for any purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Worker's Compensation Act, and the State Unemployment Insurance law. The ARTIST shall retain sole and absolute discretion in the judgment of the manner and means of carrying out ARTIST's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of ARTIST, which policies of ARTIST shall not conflict with CITY, State, or United States policies, rules or regulations relating to the use of ARTIST's funds provided for herein. The ARTIST agrees that it is a separate and independent enterprise from the CITY, that it had full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the ARTIST and the CITY and the CITY will not be liable for any obligation incurred by ARTIST, including but not limited to unpaid minimum wages and/or overtime premiums.

7.3. Assignments.

7.3.1. This Agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by ARTIST without the prior written consent of CITY. However, this Agreement shall run to the CITY and its successors and assigns.

7.3.2. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

7.4. No Contingent Fees. ARTIST warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the ARTIST to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for ARTIST any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the CITY shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

7.5. Notice. Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and that places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, the ARTIST and the CITY designate the following as the respective places for giving of notice:

CITY: Kurt Bressner, City Manager
City of Boynton Beach
100 East Boynton Beach Boulevard
Boynton Beach, Florida 33435
Telephone No. (561) 742-6010
Facsimile No. (561) 742-6011

Copy To: James A. Cherof, City Attorney
Goren, Cherof, Doody & Ezrol, P.A.
3099 East Commercial Boulevard, Suite 200
Fort Lauderdale, Florida 33308
Telephone No. (954) 771-4500
Facsimile No. (954) 771-4923

ARTIST: _____

Telephone No. _____

7.6. **Binding Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has the full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

7.7. **Headings.** Headings herein are for convenience of reference only and shall not be considered on any interpretation of this Agreement.

7.8. **Severability.** If any provision of this Agreement or application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

7.9. **Governing Law.** This Agreement shall be governed by the laws of the State of Florida with venue lying in Palm Beach County, Florida.

7.10. **Attorney's Fees.** In the event that either party brings suit for enforcement of this Agreement, each party shall bear its own attorney's fees and costs.

7.11. **Extent of Agreement.** This Agreement represents the entire and integrated agreement between the CITY and the ARTIST and supersedes all prior negotiations, representations or agreements, either written or oral.

7.12. **Equal Employment Opportunity.** In the performance of this Agreement, the ARTIST shall not discriminate against any firm, employee or applicant for employment or any other firm or individual in providing services because of sex, age, race, color, religion, ancestry or national origin.

7.13. **Waiver.** Any failure by ARTIST to require strict compliance with any provision of this contract shall not be construed as a waiver of such provision, and ARTIST may subsequently require strict compliance at any time, notwithstanding any prior failure to do so.

7.14. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

7.15 **Usage Rights** After final acceptance of the artwork by the CITY, the following ARTIST's rights shall be guaranteed:

- Maintenance of public artworks shall be the responsibility of the CITY or developer or property association and not the ARTIST. The responsible party shall make reasonable efforts to maintain the artwork in good repair. The responsible party shall attempt to consult the ARTIST on major repairs.
- The artwork shall not be altered, modified, removed or relocated from a site integral to the concept for the work without first consulting with the ARTIST, if reasonably possible. If a work, nevertheless, has been significantly altered, the ARTIST shall have the right to disclaim authorship.
- Copyright of the artwork shall belong to the creator(s), but the CITY or developer or property association shall be granted the right to make two-dimensional reproductions for non-commercial purposes.

IN WITNESS OF THE FOREGOING, the Parties have set their hands and seals the day and year first written above.

CITY

ATTEST:

CITY OF BOYNTON BEACH, FLORIDA:

JANET PRAINITO, CITY CLERK

BY:

KURT BRESSNER, CITY MANAGER

APPROVED AS TO FORM:

OFFICE OF THE CITY ATTORNEY

