



**CITY OF ST. AUGUSTINE CITY COMMISSION
PUBLIC ART COMMITTEE
FRIDAY, NOVEMBER 3, 2023 - 11:00 AM
ALCAZAR ROOM**

1. CALL TO ORDER

◆ Roll Call

2. GENERAL PUBLIC COMMENTS

3. WELCOME TEAM MEMBERS

4. REVIEW OF MEETING MINUTES

4.A. Minutes: September 1, 2023
Minutes: October 6, 2023

5. GUEST SPEAKER

5.A. Randall Roark

6. REVIEW OF OTHER REQUESTS FOR QUALIFICATIONS

6.A.
Port St. Lucie
Artwork Commission Agreement Port St. Lucie
Hillsborough County
Pebble Park Statue

7. UPDATE OF REQUEST FOR QUALIFICATIONS: HISTORY OF ST. AUGUSTINE BY DR. SUSAN PARKER

7.A. This Committee's RFQ

8. TIMELINE DISCUSSION

9. ADDITIONAL MATTERS FOR DISCUSSION

10. NEXT MEETING: DECEMBER 1, 2023 - 9:00AM

11. ADJOURN

NOTICES: In accordance with Florida Statute 286.0105: "if a person decides to appeal any decision made by the board, agency, or commission with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based." ***In accordance with the Americans with Disabilities Act, persons needing a special accommodation to participate in this proceeding should contact the individual or agency sending notice not later than seven days prior to the proceeding at the address given on the notice. Telephone 904-825-1007; 1-800-955-8771 (TDB) or 1-800-955-8770 (V) via Florida Relay Services. ***The City of St. Augustine encourages anyone wishing to present the invocation at city commission meetings to contact the City Clerk's office, to be placed on the rotation list, and encourages people of all religious affiliations or of no religious affiliation to present a non-denominational invocation to inspire us in the work of the City Commission. The materials prepared and presented are part of the City's ongoing Florida Public Records and Government in the Sunshine compliance and are not intended to be relied upon or to reach investors or the trading markets.

CITY OF ST. AUGUSTINE, FLORIDA

Public Art Committee Meeting September 1, 2023

The Public Art Committee met in formal session at 11:00 A.M., Friday, September 1, 2023, in the Alcazar Room at City Hall. The meeting was called to order by Commissioner Roxanne Horvath, Chairman, and the following were present:

1. ROLL CALL: Roxanne Horvath, Vice-Mayor, Commissioner
David Bagnall
Julie Dickover
Diane Mataraza
Christina Parrish-Stone

Also Present: David Birchim, City Manager
Isabelle Lopez, City Attorney
Darlene Galambos, City Clerk
Elyse Wiemann, Recording Secretary
Michele Fudo, Recording Secretary

2. GENERAL PUBLIC COMMENTS

3. INTRODUCTIONS: ROXANNE HORVATH, VICE MAYOR CITY OF ST. AUGUSTINE

- David Bagnall, Executive Director Lightner Museum
- Julie Dickover, Director Crisp-Ellert Art Museum at Flagler College
- Diane Mataraza, Principle Mataraza Consulting
- Christina Parrish-Stone, Executive Director St. Johns Cultural Council

4. CALL FOR ARTISTS QUALIFICATIONS DISCUSSION: POSSIBLE TWO PART:

4.A.

- **Qualifications**
- **Short List: Concept and Stipend**

Commissioner Horvath discussed the qualifications with the committee.

Ms. Parrish-Stone advised that the Cultural Council had access to a program named Café that could be used to inform artists of the project, and its reach was worldwide.

Ms. Horvath asked if anyone would like to speak to the details of the qualifications. She suggested that a concept should be provided by any finalist and would supplying a stipend be acceptable.

Ms. Parrish-Stone thought providing a stipend for artists would be appropriate but questioned the budget for the project.

Ms. Horvath indicated that a stipend of \$2,000- \$2,500 per person would be provided and advised the budget was \$250,000. She questioned if the project was all inclusive.

David Birchim said the project could be described to artists and it would be all

inclusive; however, parameters could be provided.

Ms. Lopez reiterated that the budget for the project was \$250,000 and would be used for paying the stipend. She also advised that the project, because it was being placed in the right of way, would have to be signed and sealed.

Ms. Parrish-Stone verified her understanding that the entire budget was \$250,000 and the committee could select three artist who would be paid around \$2,000 possibly to create a proposal.

There was consensus that part of the budget would have to be set aside for a structural engineer.

Ms. Horvath advised that conduit for lighting and water had already been installed.

Ms. Mataraza indicated that she would like to see clarity regarding the involvement of the Public Works. She suggested that a \$2,500 stipend and perhaps a travel stipend should be provided if an artist would need to travel.

Mr. Bagnell questioned if the goal was to have the entire project completed within the fiscal year and if the project extended beyond the fiscal year, what would happen.

David Birchim advised that the project would roll over to the next fiscal year. He expressed the desire to get the project moving; however, the project would take as long as needed.

Ms. Horvath agreed and advised that she wanted to be sure the project was done correctly.

5. PROJECT DESCRIPTION AND LOCATION

Ms. Horvath discussed the location and the landscaping of the project. She was concerned with the description of the project as the city was unique, and this needed to be representative of the city.

Ms. Parrish-Stone said that some parameters should be provided but the project description should not be narrow in scope. She said the committee should look for a creative approach from the artists that respond, but any submissions should represent the city and its history. She said the proposals should be allowed to be creative. She agreed the finalist should travel, visit the site, and have public input if necessary.

Ms. Mataraza questioned when Public Works could weigh in on the parameters and provide what the tree canopy would look like in ten years.

6. DISCUSSION OF TIMELINE

6.(a). Presentation on Recruitment Goals

Ms. Mataraza advised that a timeline should be put together to include everything and make it shareable regarding requirements. Things to include, 1) the Call to Artists, 2) the time for the selection process, and 3) the opportunity for the artists to come before the final selection was made.

There was consensus that a timeline should be put together as soon as possible.

7. SUBMISSION DEADLINE:

The Board discussed submission requirements, that should include up to ten slides with resolution, links to websites, artist biography, and mediums each artist has worked with.

Ms. Dickover questioned if the call to artists should ask for letters of recommendations from prior clients, and the board members agreed that that would be important. There was a brief discussion regarding the use of the online Café services to assist with the outreach process.

Ms. Parrish-Stone advised that the Cultural Council was a member of The Florida Association of Public Art Professionals, and their procurement will share according to their requirements and the committee would select the finalists to present to the Commission for a final selection.

Ms. Lopez raised a concern regarding artists' rights. She said the city has a resolution for when it purchases or accepts donations of art, and one of the standard requests was that the artist would have to give up rights to the art. She noted the City would have to maintain control because of the right of way safety issues, and it was public art.

Ms. Parrish-Stone would want a form of the agreement to present to the artist and would want to share that in the call to artist as that was a critical piece.

8. SUBMISSION REQUIREMENTS

9. BUDGET

Ms. Parrish-Stone asked how the city budgeted ongoing maintenance for the project.

Mr. Birchim advised that the budget was done every year for maintenance of all public sculptures, historic buildings, and other objects through revenues from the parking garage, and it could be added into the yearly budget.

10. SELECTION CRITERIA AND PROCESS

Ms. Horvath asked the committee if they all wanted to prepare a draft for review at the next meeting to include the project description, location and historical components; or would they rather have the clerk take the information and wordsmith it.

Ms. Lopez suggested that not everyone on the committee need prepare a draft but instead have someone volunteer.

Ms. Dickover volunteered and would use some of the criteria mentioned previously by Ms. Horvath.

Ms. Horvath asked who the contact person would be because of the Sunshine Law.

Ms. Lopez offered that all information could be sent to her and that she would work with the Clerk's office for questions and first drafts.

Ms. Parrish-Stone asked if it would be appropriate for Ms. Dickover to send the first draft to Ms. Lopez who would then distribute it to all committee members to provide comments. She felt a goal needed to be set for when the first draft should be completed.

There was a brief discussion regarding the draft process. It was determined that Ms. Dickover would begin a draft and send to the City Clerk to include in the next agenda for review. After further discussion it was determined that the next meeting would be held on October 6, 2023, at 11:00 A.M.

Ms. Parrish-Stone suggested a schedule that would include when the call to artists would go out, how long the call will be available on Café and through procurement systems, the deadline for all submissions, when to meet to review all submissions, a deadline to have all completed proposals

and make recommendation for the commission.

11. METHODS OF ADVERTISING

Café and Procurement—

Ms. Parrish-Stone asked if it would be appropriate, and would the city like for the Cultural Council to advertise the meetings of the Public Art Committee in their e-newsletter.

Ms. Lopez questioned if it would be appropriate to host a charrette to include members of the community that would be interested in giving feedback. The committee thought it was critical to have public feedback and could host the charrette when the artists were in town and have community input.

Ms. Dickover submitted that it might make sense to have an informational meeting for local artists that would provide education as well as examples of exactly all the aspects that go into one of these types of projects such as structural engineering.

Ms. Matazara said that the committee should have neighborhood meetings for those communities to have input. She advised that public relations efforts cannot be too excessive.

Ms. Lopez advised that there were three choices for public meetings, first; notice as a meeting of the art committee to comply with Sunshine, second; coordinate with staff with no communication between committee members, third; each member attended one of the neighborhood meetings but no communication as a committee outside of a committee meeting would be permitted.

Ms. Parrish-Stone said that the second choice seemed to be the best alternative. She noted most of the neighborhood associations held their meetings at the Water Works building and since it was across the street from the location, there would be a chance to take people to see the site. She offered to help to coordinate that when the time came.

Ms. Horvath and Ms. Parrish-Stone agreed that this was not an interactive art piece except from a distance either on foot or in the car.

12. ADDITIONAL MATTERS FOR DISCUSSION

Ms. Parrish-Stone said that the city commission should be made aware that this project would take longer than a year to be completed, and that it would be at least an 18-month process from start to finish.

13. NEXT MEETING

14. ADJOURN 11:57

The meeting was adjourned at 11:57 A.M.

CITY OF ST. AUGUSTINE, FLORIDA

Public Art Committee Meeting October 6, 2023

The Public Art Committee met in formal session at 11:00 A.M., Friday, October 6, 2023, in the Alcazar Room at City Hall. The meeting was called to order by Roxanne Horvath, Chairman, and the following were present:

1. ROLL CALL: Roxanne Horvath
David Bagnall
Julie Dickover
Diane Mataraza
Christina Parrish-Stone

Also Present: David Birchim, City Manager
Isabelle Lopez, City Attorney
Darlene Galambos, City Clerk
Elyse Anderson, Recording Secretary

2. General Public Comment

Steve Arflin
Bob Hrifko

3. Welcome Team and Receipt of Resumes

Commissioner Horvath noted that resumes of the Committee members were provided for review.

4. Discussion of Qualifications

Commissioner Horvath thanked Ms. Dickover for her hard work regarding the Request for Qualifications (RFQ). She asked if there were any comments or additions that the committee felt should be added. She said she felt there should be more information regarding the history of St. Augustine, something that spoke to the uniqueness of the City, and an overview of this particular project.

Ms. Mataraza said she thought an addendum could be added to include the historical content. She asked if the language

could include that the 'Florida Department of Transportation (FDOT) or County Public Works Department might assist' regarding the budget description which says what the artist would be responsible. She said to help address the public comment regarding distractions, visible signage could be added.

Ms. Lopez referred to the FDOT manual which noted certain limitations to address distraction. She said it was a FDOT road; however, the City's Public Works department worked with FDOT and would relay any concerns.

Ms. Mataraza mentioned it was important to include that the art piece would exist in a flood plain.

Commissioner Horvath noted the art piece location was intended to collect water. She said the base of the piece would, in a grassy pond, sometimes in water but often dry.

Ms. Mataraza noted in the 'selection criteria it needed to be emphasized that community engagement was needed, and the artist

should have success leading community engagement sessions. She said it was critical for the artist to listen to valuable feedback from the public.

Ms. Parrish-Stone said it should be clarified in the "project overview" that proposals would not be created in a silo. She said the artist would hold community meetings before presenting to the committee for review. She noted in the last meeting, they discussed that the artist would travel to St. Augustine prior to presenting the proposal to gather public input.

Ms. Dickover stated she would update that section in the criteria.

Ms. Parrish-Stone said there was concern on social media about placing art in this location as it could be a distraction. She suggested including language about distractions and advising the artist that the art will be in a wet location.

5. Review of Aerials

Commissioner Horvath reviewed the aerials with the Committee and noted the location of the art piece. She said when added to the Request for Proposal (RFP) the graphics needed to be detailed.

Ms. Lopez said FDOT plans with measurements were available and could be added to the packet.

Commissioner Horvath said the artwork would be halfway between the two roads and visible.

At the request of Commissioner Horvath, Mr. Birchim replied there were a variety of different disciplines under continuing service contracts that were available. He said with a little more detail he was certain there would be a discipline to accommodate.

Ms. Matarza commented that she had reached out to some colleagues in other cities and was waiting for feedback from them regarding timelines.

6. Discussion of \$250,000 Budget Approval

Commissioner Horvath noted the \$250,000 budget had been approved for the art piece.

7. Update on Selection Criteria and Process

Ms. Dickover advised she used many different sources to write the Selection Criteria including the one from Port St. Lucie that was provided at the last meeting. She said this was a draft and any feedback was welcome. She said she felt the information should be made extremely clear for the artist.

Ms. Mataraza said the criteria was difficult to explain and hoped the information provided from the other cities could be useful.

Ms. Parrish-Stone noted this was a great start; however, she questioned if there was a better way to provide feedback instead of drafting and revising during the meeting.

Ms. Lopez noted if the committee had any comments or edits, they could be sent to Ms. Galambos, the City Clerk or to herself. She said those could be compiled and provided at the November meeting.

Commissioner Horvath felt it would be better to have the draft prior to the November meeting.

Ms. Lopez said it could be distributed individually to each committee member as the information came in or compiled with

and provided two weeks prior. She said the issues was they were unable to discuss among the committee members.

Commissioner Horvath thought having the information two weeks prior would be the best.

Ms. Lopez said everything would be provided to the committee two weeks prior and then discussed at the November meeting.

Ms. Parrish-Stone suggested having a new draft version of the criteria provided by Ms. Dickover for review at the following meeting.

Ms. Dickover agreed to provide the new draft version with all the comments for the next meeting.

8. Update on Methods of Advertising

Ms. Mataraza suggested using the suggestions as provided in the email the Native Arts and Cultures Foundation and US Bureau of Indian Affairs, and the Tribal Colleges and University networks that had arts degrees programs, National Assembly State Arts agency based in Washington, D.C. She said there were other regional arts locations that were dedicated to art and Café could also be a way to advertise.

Ms. Lopez noted once the committee decided how to proceed City staff would take care of the advertising. She said she appreciated any contact information that could be provided. She said this would have to be published on standard government sites for Request for Proposals (RFP) or RFQ's; however, she understood this project was more of a specialty.

Ms. Parrish-Stone advised her organization could assist with Café. She noted that her agency worked closely with other arts

agencies in Florida, and they posted artist calls for them and they would reciprocate. She said they would be able to reach the Florida artist and South Arts could assist with Southeastern Artist and other regional arts agencies could help too.

Commissioner Horvath noted the Resolution provided was for an art donation.

Ms. Lopez noted that at the last meeting it was discussed that the City would have to have complete control over the art piece because of the location. She provided the standard operating procedures for art donations. She suggested at the next meeting the committee could provide feedback regarding the Resolution and if there were any adjustments that needed to be made.

9. Additional Matters for Discussion

Ms. Lopez confirmed that the next meeting would take place on November 3, 2023, at 11:00 a.m. She said the meeting after that would be December 1, 2023.

There was consensus to have the December 1, 2023, meeting start at 9:00 a.m.

Commissioner Horvath noted that feedback should be provided to Ms. Lopez or Ms. Galambos by October 20, 2023.

Ms. Parrish-Stone asked if the Resolution and other documents provided were designed for donations of artwork. She said in this instance the City would be purchasing the art from the artist. She said the City had created the Committee and decided to acquire the art piece and the money was budgeted. She said no other Resolutions were needed other than the Commission selecting the piece. She said

the documents attached could be revised if needed.

Ms. Lopez replied that was correct, and other changes may be needed.

Ms. Mataraza stated Randy Rorak had a tremendous amount of experience with public art and asked if he could be an advisor for the committee.

Ms. Lopez suggested it would be best for him to be a guest speaker. She asked if there would be enough information ready for review by the November meeting or the December meeting.

Ms. Mataraza asked if that information be provided as developed by the committee and offered expertise.

Ms. Lopez said he could be added to the next two agendas as a guest speaker.

Ms. Mataraza noted she had the contact information for him but thought it was best if the City reached out to him.

Ms. Lopez said a full packet could be provided to him for November and December, and that he could be a recurring speaker on the agenda.

10. Adjourn

The meeting was adjourned at 11:30 A.M.

Request for Proposals (RFP)
Torino Parkway/Turtle Dove Lane Roundabout Public Art Project
Port St. Lucie, FL

Issue Date: December 3, 2022

Due Date: January 9, 2022

PROJECT PURPOSE AND BACKGROUND

The City of Port St. Lucie is seeking an artist or artist team for the design, fabrication, and installation of a permanent work(s) of public art within a newly constructed roundabout in Port St. Lucie at the intersection of Torino Parkway and Turtle Dove Lane. The artist(s) selected for the commission will conceptualize and identify appropriate aesthetic treatments for proposed project elements. The artist(s) must be able to work in collaboration with a Project Team made up of the representatives from the City of Port St. Lucie, the project designer, the departments responsible for the site, city leadership and the community.

PROJECT DESCRIPTION AND LOCATION

The City of Port St. Lucie is seeking an artist or artist team with experience creating site-specific art installations. The City is seeking artistic excellence and innovation in past artwork, especially in similar settings.

The City is currently developing a new roundabout at Torino Blvd & Turtle Dove Lane that is adjacent to several neighborhoods as well as a large future park.

PROJECT GOALS

- The artwork should be a signature piece for the Port St. Lucie community and enhance the physical environment and experience of Port St. Lucie residents.
- The artwork must be properly scaled to surroundings.
- The materials used must be able to withstand extreme weather and heavy traffic.
- The artwork should appeal to a mass audience.
- The artwork should be structurally sound and require low upkeep and minimal maintenance costs.

RESPONDING TO THIS REQUEST FOR PROPOSALS

Please send a concept proposal addressing the following:

- Narrative description of the concept and its relationship to its site.
- Concept drawings that show the following:
 - Location of the artwork and site plan with footprint of artwork.
 - Visual depiction of the artwork including several elevation drawings to understand the artwork from several sightlines.
- List of proposed materials
- Dimensions of key elements

- List of maintenance issues and concerns
- Budget with major line items identified. The budget of \$200,000 is all inclusive. Travel, engineering, insurance, studio costs, design fees, fabrication costs, sub consultant costs, lighting, installation and shipping and any and all costs related to the design, fabrication, and installation of the project will be paid for using the \$200,000.00 budget.
- Timeline from concept to final installation with key milestones with target installation date of Spring 2024.
- **Submission Format:** Responses shall be submitted as a single PDF file via email to Josh Lapp at josh@designinglocal.com. An acknowledgement of receipt will be sent upon submission.
- **Due Date:** 5:00 pm on Monday, January 9, 2023.

PRESENT PROPOSAL TO SELECTION COMMITTEE

The proposal is to be presented on Zoom on Thursday, January 12, 2023 between 11am-2pm EST. The following schedule will be followed:

TBD

We have allocated a total of 40 minutes for your proposal; anticipating up to 20 minutes for you to present and 20 minutes for conversation with the Panelists. Your concept will be reviewed by the project team prior to your presentation so that questions can be compiled in advance of your presentation, but no concepts will be shared with panelists in advance of the presentation. You will maintain control of the presentation during the Panel review.

BUDGET

Artists will be paid \$2,000.00 for the development of the concept proposal.

SELECTION CRITERIA

The artist or artist team will be selected by demonstrating:

- **Artistic Excellence:** The aesthetic significance and quality of the artwork, including the artworks transformative and distinctive qualities.
- **Context:** Artwork's appropriateness to surrounding architecture, topography, local history, and community attitudes and concerns of both the residents of the City of Port St. Lucie and the surrounding community.
- **Community Engagement:** the ability to lead community engagement sessions during the design process to introduce the artwork.
- **Durability, Safety and Permanence:** The artwork is resistant to weathering and high vehicular traffic as well as structural sustainable. The artwork must be examined for unsafe conditions, materials, or factors, as well as the potential for excessive maintenance.
- **Technical Feasibility:** The artist must provide convincing evidence of his or her ability to complete the artwork as proposed.

- **Past Performance:** The Selections Committee will consider the artist's performance under previous contracts including success in meeting established timelines and budgets.
- **Cost Feasibility:** The Committee will consider the cost feasibility and determine if the project is realistic within the specified project budget.

Once selected, the artist must design and create artwork that:

- is of high artistic quality
- is appropriate to the project site
- is of durable design and uses durable materials
- requires minimal maintenance
- provides maximum resistance to vandalism
- reflects one or more of the project goals identified by the Committee

INVOICING

You will invoice The City of Port St. Lucie following the submission of the digital version of the proposal and Zoom presentation. The invoices can be addressed to The City of Port St. Lucie and be sent to josh@designinglocal.com who will send them to the client. Please include a W9 with your invoice submission.

OWNERSHIP OF ART

Artists will retain copyright of the artwork and the Client may use the images and other information submitted by the Artist for educational and public affairs purposes only.

PROJECT SCHEDULE

December 3, 2021: RFP Released

January 9, 2023: Concepts Due from Finalists

January 12, 2023: Concept Presentation, Final artwork selected

Late January 2023: Artist notified

Spring 2023: Sculpture Installation

POINT OF CONTACT

Direct all general inquiries to Josh Lapp, Principal of Designing Local.

Contact information:

josh@designinglocal.com

614-607-1557

Community Information

See the [Port St. Lucie Public Art Master Plan](#) for more information including “Port St. Lucie in Our Words” a framework that helps illustrate the story of the community. In addition attached is a fact sheet that gives additional community information.

Vision for Public Art in Port St. Lucie

In Port St. Lucie, public art serves the community by creating remarkable, beautiful, engaging public spaces.

Guiding Principles

The people of Port St. Lucie desire a future where public art:

- Creates a strong sense of place that allows for community interaction;
- Ensures diversity and accessibility in A City for All Ages;
- Compliments and draws attention to the natural environment;
- Engages people with a sense of playfulness and whimsy and
- Beautifies the physical landscape of the community

Artwork Commission Agreement

THIS AGREEMENT, is entered into this ___ day of _____, 2023, by and between the City of Port St. Lucie, a Florida municipal corporation (hereinafter the "City") located at 121 SW Port St Lucie Blvd, Port St Lucie, FL 34984 and Allbritton Lee LLC dba RE: site Studio (hereinafter "Artist") located at 5615 Briarbend Drive, Houston, TX 77096.

WHEREAS, the City requires the services of an artist to create a work of art (hereinafter the "Artwork", and as described and defined in Exhibit A) in a public space located at the roundabout at NW East Torino Pkwy & Turtle Dove Ln, Port St. Lucie, FL 34986 (hereinafter "Site"); and

WHEREAS, the Artist is a professional artist whose work and qualifications make the Artist uniquely qualified to create the Artwork; and

WHEREAS, the City has selected the Artist based upon the Artist's work and qualifications; and

WHEREAS, the Artist and the City wish to perform under the terms and conditions of this Agreement to complete the project (the "Project").

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING AND THE COVENANTS HEREINAFTER SET FORTH, IT IS AGREED AS FOLLOWS:

Article 1. Scope of Services

I. Artist's Obligations

- A. The Artist shall perform all services and furnish all supplies, material and/or work equipment as necessary for the design, fabrication, transportation, and installation of the Artwork. Services shall be performed in a professional manner and in strict compliance with all terms and conditions in this Agreement.
- B. The Artist shall determine the artistic expression, design, dimensions, and materials of the Artwork, subject to review and acceptance by the City, as set forth in this Agreement.
- C. The Artist shall prepare the design concept described in Section 1.3 of this Agreement.
- D. The Artist shall complete the fabrication, transportation, and installation of the Artwork by the scheduled dates as provided in the Proposed Schedule/Time Frame included in Exhibit E.
- E. The Artist shall arrange for the transportation and installation of the Artwork in coordination with the City. If the Artist does not install the Artwork himself, the Artist shall supervise and approve the installation. Prior to the installation of the Artwork, the Artist shall inspect the site to ensure that it is ready to accept the Artwork and compliant with the specifications provided by the Artist. The Artist

shall notify the City of any perceived conflict, defect or non-compliance with specifications.

- F. The Artist shall provide required insurance in amounts and limits specified in Article 5 and Exhibit D
- G. The Artist shall inform the City of the progress of each phase of work completed under the Agreement in the form of photographic documentation and written description as indicated in Exhibit B.

II. City's Obligations

- A. The City shall perform all obligations in strict compliance with all terms and conditions in this Agreement.
- B. The City shall assign an informed person ("Project Coordinator") to work with the Artist on the Project.
- C. The City shall be responsible for providing the Artist, at no expense to the Artist, copies of existing designs, drawings, reports, list of required permits, and other existing relevant data, if any, which is needed by Artist to perform. The Project Coordinator will facilitate Artist's application for any permits required for the Project.
- D. The City shall be responsible for compliance with all applicable laws and regulations, including but not limited to zoning or environmental regulations, and prior to Artist's development of design, shall provide to the Artist in writing an explanation of any specific limitations imposed by such laws and/or regulations that may impact the Artwork or its installation.
- E. The City shall prepare the Site in accordance with the specifications detailed in the approved design concept in Section 1.3 of this Agreement. The City shall be responsible for all expenses, labor, and equipment to prepare the Site for the timely transportation and installation of the Artwork. The City shall complete the Site preparations by the scheduled installation date as provided in the Proposed Schedule/Time Frame included in Exhibit E or shall contact the Artist in writing informing him of any delays.
- F. If the City fails to prepare the Site in accordance with specifications as provided, or Artist is refused access to the Site as reasonably required, the Artist shall be excused from any delay occasioned by such failure of access or preparation. If installation is delayed more than two (2) months beyond the Proposed Schedule Time Frame due to the City's failure to prepare the site, the City shall be responsible for monthly storage fees until the Site is ready for installation.
- G. The City shall be responsible for any landscaping, structural or finishing modifications to the Site, and electrical supply and connection necessary to integrate the Artwork into the Site before and after its installation, in accordance with the specifications detailed in the approved design concept in Section 1.3 of this Agreement.
- H. The City shall provide and install a plaque on or near the Artwork containing a credit to the Artist and a copyright notice substantially in the following form: Copyright © RE: site Studio, date of publication. If the plaque is to be placed on the Artwork or Artwork pedestal, it should be done in consultation with the Artist.

III. Design

A. Concept/Schematic

The Artist submitted a design concept/schematic (the "Design") which was selected and approved by the City, consisting of colored drawings or computer-generated color images (in plan and elevation) and/or 3-dimensional models that accurately reflect the Artwork and how it will be installed at the Site, mock-ups, color and materials samples, and proposed fabrication methods. The Design is attached to this Agreement as Exhibit A.

B. Approval

Within forty-five (45) days after the execution of this agreement, the City shall notify the Artist if City requires any revisions to the Design to comply with any applicable laws, ordinances and/or regulations or for other reasons including, but not limited to, ensuring the physical integrity of the Artwork or its installation at the Site. If agreed upon by both parties, such revisions will become a part of the Design.

C. Final Design/Construction Documents

Upon approval of the Design by City, Artist is authorized to proceed with the final Design which shall include the following:

1. any amended versions of drawings, renderings, maquettes, plans, or finish samples included in the Preliminary Design; and
2. engineered drawings of the Artwork's structural components, fabrication, and installation methods, which must be signed and stamped by licensed design professionals/engineers; and
3. detailed drawings, plans and/or written descriptions of all work to be done on or to the Site by City before and after installation of the Artwork including, but not limited to initial surveying, leveling, and landscaping, forming and pouring of concrete slabs, preparation of pedestal, walls, electrical & plumbing sources and finish landscaping/integration (the "Final Design").

IV. Budget and Payment Schedule

A. Budget

1. The Artist shall prepare a budget, which shall include all goods, services and materials with such costs itemized. The budget is attached hereto as Exhibit C.
2. If the Artist incurs costs in excess of the amount listed in the budget, the Artist shall pay such excess from the Artist's own funds unless the Artist obtains approval in writing for such additional costs from the City.

B. Payment Schedule

1. Artist's completion milestones and payment schedule is as set forth in Exhibit B.

V. Fabrication and Installation

- A. The Artist shall fabricate and install the Artwork in substantial conformity with the Design. The Artist may not substantially deviate from the Design without written approval of the City.
- B. The Artist shall provide at least ten (10) days' notice to the City, in writing, when fabrication of the Artwork has been completed, and that the Artwork is ready for delivery and installation at the Site.
- C. The City shall promptly notify the Artist of any delays impacting installation of the Artwork.
- D. The Artist shall inspect the Site at least ten (10) days prior to, but no greater than thirty (30) days prior to, the transportation and installation of the Artwork and shall notify the City of any adverse Site conditions that will impact the installation of the Artwork, and which are in need of correction within two (2) business days of the discovery of such adverse Site conditions. Failure to inspect the site by the Artist shall be deemed as an acceptance of the Site conditions.
- E. The Artist shall deliver and install the Artwork to the Site in accordance with the Proposed Schedule/Timeframe included in Exhibit E.
- F. The Artist shall be present to supervise the installation of the Artwork.
- G. Upon completion of the installation of the Artwork, the Artwork shall be deemed to be in the custody of the City for purposes of Article 3 and Article 5 of this Agreement and the City assumes responsibility for the Artwork.
- H. Upon completion of the installation of the Artwork, the Artist shall provide the City with written instructions for the future maintenance and preservation of the Artwork.
- I. Notwithstanding anything the contrary, Artist may not install the Artwork until authorized to do so by the City in writing.

Article 2. Terms of Agreement

I. Duration

This Agreement shall be effective on the date that it has been signed by both parties, and, unless terminated earlier pursuant to such provisions in the Agreement, shall remain in effect until the City receives title to the Artwork ("Termination Date").

II. Force Majeure

The City shall grant to the Artist a reasonable extension of time in the event of a Force Majeure Event. As used herein, a "Force Majeure Event" shall include governmental moratorium or unavailability of essential supplies or utilities (e.g. power or water) through no fault of Artist, fire (including wildfires), explosion or similar casualty, sabotage, theft, vandalism, riot or civil commotion, hurricane, tropical storm, tornado or flooding. Any extension of any date or deadline set forth in this Agreement due to a Force Majeure Event shall be only for delay in performance that is an actual and direct result of such Force Majeure Event. In the event that Artist claims a delay for a Force Majeure Event, Artist must make a claim for an extension in writing to City within five (5) business days after the occurrence of a Force Majeure Event for which such claim is being made.

Article 3. Risk of Loss

- I. The Artist shall bear the risk of loss or damage to the Artwork until completion of the installation of the Artwork. The Artist shall take such measures as are reasonably necessary to protect the Artwork from loss or damage.

Article 4. Artist's Representations and Warranties

I. Warranties of Title

The Artist represents and warrants that:

- A. the Artwork is solely the result of the artistic effort of the Artist;
- B. except as otherwise disclosed in writing to the City, the Artwork is unique and original and does not infringe upon any copyright or the rights of any person;
- C. the Artwork (or duplicate thereof) has not been accepted for sale elsewhere;
- D. the Artist has not sold, assigned, transferred, licensed, granted, encumbered, or utilized the Artwork or any element thereof or any copyright related thereto which may affect or impair the rights granted pursuant to this Agreement;
- E. the Artwork is free and clear of any liens from any source whatsoever;
- F. all Artwork created by the Artist under this Agreement, whether created by the Artist alone or in collaboration with others shall be wholly original with the Artist and shall not infringe upon or violate the rights of any third party;
- G. the Artist has the full power to enter into and perform this Agreement and to make the grant of rights contained in this Agreement;
- H. all services performed hereunder shall be performed in accordance with all applicable laws, regulations, ordinances and with all necessary care, skill, and diligence;
- I. these representations and warranties shall survive the termination or other extinction of this Agreement;
- J. Artist shall provide the City with a Warranty of Title certifying that the Artwork is free of liens, claims or other encumbrances and that Artist has the legal ability to make this sale upon the completion of installation and final payment to the Artist. Said document shall be in substantially similar form to the sample form attached hereto as Exhibit F.

II. Warranties of Quality and Condition

- A. The Artist represents and warrants that all work will be performed in accordance with professional "workmanlike" standards and free from defective or inferior materials and workmanship (including any defects consisting of "inherent vice," or qualities that cause or accelerate deterioration of the Artwork) for two (2) years after the Termination Date.
- B. The Artist represents and warrants that reasonable maintenance of the Artwork will not require procedures substantially in excess of those described in the maintenance and preservation instructions submitted by the Artist upon completion of the Artwork.
- C. If, within two (2) years, the City observes any breach of warranty described in this agreement that is curable by the Artist, the Artist shall, at the request of the City, cure the breach promptly, satisfactorily, and consistent with professional

standards, at no expense to the City. The City shall give notice to the Artist of such breach with reasonable promptness.

- D. If, after two (2) years, the City observes any breach of warranty described in this agreement that is curable by the Artist, the City shall contact the Artist to make or supervise repairs or restorations at a reasonable fee during the Artist's lifetime. The Artist shall have the right of first refusal to make or supervise repairs or restorations. Should the Artist be unavailable or unwilling to accept reasonable compensation under the industry standard, the City may seek the services of a qualified restorative conservator and maintenance expert.
- E. The foregoing Warranties of Quality and Condition are conditional and shall be voided by the City's failure to maintain The Artwork in accordance with Artist's specifications and the applicable conservation standards.

Article 5 Insurance

I. General

- A. The Artist acknowledges that until completion of the installation of the Artwork, any injury to property or persons caused by the Artwork or any damage to, theft of, vandalism to, or acts of God affecting the Artwork are the sole responsibility of the Artist, including, but not limited to, any loss occurring during the creation, storage, transportation, delivery or installation of the Artwork, regardless of where such loss occurs.
- B. Terms for the procurement and duration of insurance are provided in Exhibit D.
- C. Required insurance policies are described in Exhibit D.

II. Indemnity

The Artist shall indemnify, defend, and hold harmless the City, its representatives, employees, and elected officials, from and against all claims, causes, demands, legal fees, costs, losses, damages or other expenses occasioned by any act, conduct, negligence, error or omission by the Artist or its respective agents, employees or delegates in the performance of this Agreement or occasioned wholly or in part by any act, conduct, error or omission by the Artist or its respective agents, employees or delegates in the performance of this Agreement, occurring during the term of this Agreement. In agreeing to this paragraph, the City does not alter, extend or waive any defense of sovereign immunity to which it may be entitled under the Florida Constitution, section 768.28, Florida Statutes, or as otherwise provided by law. This Paragraph shall survive the termination of this Agreement. Notwithstanding any provision of this Agreement to the contrary, no Party shall recover from a party to this Agreement in an action, of whatever nature, in contract or tort, any consequential or incidental damages, lost profits, or any type of expectancy damages.

Article 6 Ownership and Intellectual Property Rights

I. Title

Title to the Artwork shall pass to the City upon completion of the Artwork, completion of installation of the Artwork, and final payment by City to Artist pursuant to Exhibit B.

II. Copyright Ownership

The Artist retains all rights under the Copyright Act of 1976, 17 U.S.C. § 101 et seq., as the sole author of the Artwork for the duration of the copyright.

III. Reproduction Rights

- A. The Artist grants to the City and its assignees an irrevocable license to make two dimensional reproduction of the Artwork for non-commercial purposes, including, but not limited to, reproductions used in brochures, media publicity, and exhibition catalogs or other similar publication provided that these rights are exercised in a tasteful and professional manner.
- B. All reproductions by the City shall contain a credit to the Artist and a copyright notice in substantially the following form: © RE: site Studio, date of publication.
- C. The Artist shall use his best efforts in any public showing or resume use of reproductions of the Artwork to give acknowledgment to the City in substantially the following form: "An original artwork owned and commissioned by the City of Port St. Lucie."
- D. If the City wished to make reproductions of the Artwork for commercial purposes including, but not limited to, tee shirts, post cards and posters, the Parties shall execute a separate agreement to address the terms of the license granted by the Artist and the royalty the Artist shall receive.

Article 7 Artist's Rights

I. General

- A. The Artist retains all rights under state and federal laws including § 106A of the Copyright Act of 1976.
- B. The City agrees that it will not intentionally alter, modify, change, destroy or damage the Artwork without first obtaining permission from the Artist.
- C. If any substantial alteration or damage to the Artwork occurs, the Artist shall have the right to disclaim authorship of the Artwork.

II. Deaccession of Artwork

Artist hereby acknowledges that the City may deaccession the Artwork, including but not limited to, taking one of the following actions:

- A. selling the Artwork;
- B. donating the Artwork; or
- C. discarding or destroying the Artwork;

provided, however, in the event City receives a bona fide written offer from any third party to purchase the Artwork, which City desires to accept, Artist has the right and may elect to purchase the Artwork at the price offered by such third party (the "Offered Price"). City shall give notice to Artist, including delivery to Artist of a true and exact copy of the written bona fide offer, and allow Artist thirty (30) calendar days subsequent to OWNER's receipt of such notice within which Artist may elect to purchase the Artwork from City, and in the event, Artist so elects to purchase the Artwork by giving notice of such election to City within the thirty (30) day period

City shall sell the Work to Artist at the Offered Price. Further, notwithstanding anything to the contrary contained in this Agreement, City shall not donate, discard, or destroy the

Artwork without first offering in writing to transfer ownership of the Artwork back to the Artist.

Article 8 Artist as an Independent Contractor

- I. The Artist agrees to perform all work under this Agreement as an independent contractor and not as an employee of the City. The Artist acknowledges and agrees that the Artist shall not hold himself out as an authorized agent of the City with the power to bind in any manner. The Artist shall provide the City with the Artist's Tax Identification number and any proof of such number as requested by the City.

Article 9 Assignment of Artwork

- I. The work and services required of the Artist are personal and shall not be assigned, sublet, or transferred. Any attempt by the Artist to assign this Agreement or any rights, duties or obligations arising hereunder shall be void and of no effect unless prior written consent is given by the City. The City shall have the right to assign or transfer any and all of the City's rights and obligations under this Agreement, subject to the Artist's consent, which consent will not be unreasonably withheld.

Article 10 Termination and Default

- I. If either party to this agreement shall fail to fulfill in a timely and proper manner, or otherwise violate any of the covenants, agreements or stipulations material to this Agreement, the other party shall thereupon have the right to terminate this Agreement by giving written notice of default to the defaulting party of its intent to terminate specifying the grounds for termination. The defaulting party shall have thirty (30) days after the effective date of the notice to cure the default. If it is not cured by that time, this Agreement may be terminated.
- II. If the Artist defaults for cause other than death or incapacitation, the Artist shall return to the City all funds provided by the City. All finished and unfinished drawings, sketches, photographs, and other work products prepared and submitted or prepared for submission by the Artist under this Agreement shall be retained by the Artist.
- III. Either Party may terminate this Agreement without recourse by the other where performance is rendered impossible or impracticable for Force Majeure Events beyond such Party's reasonable control. If a Party claims termination for a Force Majeure Event, such party must provide notice within ten (10) business days after the occurrence of a Force Majeure Event for which such termination is being made. Additionally, notice of termination of this Agreement, for a Force Majeure Event, shall be given to the non-terminating party in writing not less than ten (10) days prior to the effective date of termination.
- IV. The City may terminate this Agreement without cause upon sixty (60) days written notice to the Artist. The City shall pay the Artist for services performed and commitments made prior to the date of the termination, consistent with the schedule of payments set forth in Exhibit B of this Agreement. The Artist shall have the right to an equitable adjustment in the fee for services performed and expenses incurred beyond those for which the Artist has been compensated to date under Exhibit B. The Artist shall retain possession and

title to the plans, drawing, designs, maquettes, and models already prepared and submitted or prepared for submission to the City by the Artist under this Agreement prior to the date of termination.

- V. Upon notice of termination, the Artist and his subcontractors shall cease all services affected.

Article 11 Death or Incapacity

- I. If the Artist becomes unable to complete this Agreement due to death or incapacity, such death or incapacity will not be deemed a breach of this Agreement or a default on the part of the Artist for purposes of Article 10.
- II. In the event of incapacity, the Artist shall assign his obligations and services under this contract to another artist provided that the City approves of the new artist and so agrees in writing. If the City does not agree, the City may elect to terminate this Agreement. The Artist shall retain all rights under Article 6 and Article 7 in the event of termination pursuant to this provision.
- III. In the event of death, this Agreement shall terminate effective the date of death. The Artist's heirs shall retain rights under Article 6 and Article 7.

Article 12 Waiver

- I. The Parties agree that a waiver of any breach or violation of any term or condition of this Agreement shall not be deemed to be a waiver of any other term or condition contained herein or a waiver of any subsequent breach or violation of the same or any other term or condition.

Article 13 Jury Waiver

- I. In the event it is necessary for either party to initiate legal action regarding this Agreement, venue shall be in the Nineteenth Judicial Circuit in and for St. Lucie County, Florida, for claims under state law, and in the Southern District of Florida for claims justiciable in federal court. TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT. This clause shall survive the expiration or Termination of this Agreement.

Article 14 Amendments

- I. No alteration, change, or modification of the terms of this Agreement shall be valid unless made in writing and signed by both Parties hereto.

Article 15 Conflict with the Law

- I. If any term, covenant, condition or provision of this Agreement, or the application thereof to any person or circumstance, shall be held by a court of competent jurisdiction or arbitration panel to be in conflict with the laws, rules and/or regulations of the United States or the State of Florida, invalid, void or unenforceable, the remainder of the terms, covenants, conditions or provisions of this Agreement, or the application thereof to any person or circumstance, shall remain in full force and effect and shall in no way be

affected, impaired, or invalidated thereby to the extent the remainder of the terms, covenants, conditions or provisions of this Agreement are capable of execution.

Article 16 Choice of Law

- I. This contract shall be governed by the laws of the State of Florida both as to interpretation and performance.

Article 17 Entire Agreement

- I. This Agreement embodies the whole understanding of the parties hereto with respect to the subject matter set forth herein. There is no promise, term, condition or obligation between the parties with respect to the subject matter set forth in this Agreement, other than those contained herein, and this Agreement shall supersede all previous communications, representation, or agreements between the parties, either oral or written, with respect thereto.

Article 18 Counterparts.

- I. This Agreement may be executed in multiple counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same agreement.

Article 19 Public Records

- I. The City and the Artist shall, to the extent applicable, allow public access to all documents, papers, letters and other materials that are subject to the provision of Chapter 119, Florida Statutes, made or received by them in conjunction with this Agreement.

For City:

Name

Title

Date

For Artist:

Name

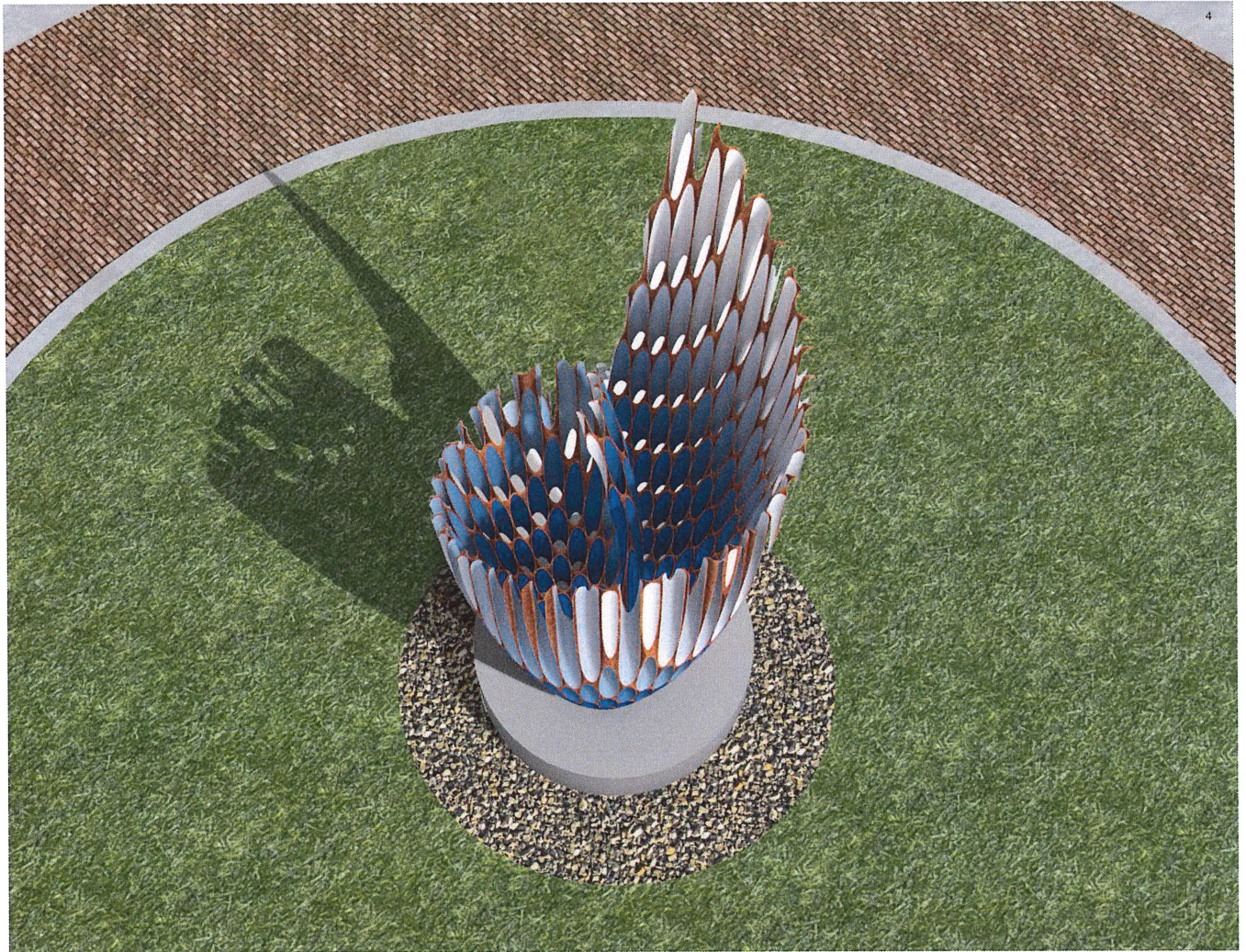
Title

Date

Exhibit A: Preliminary Design

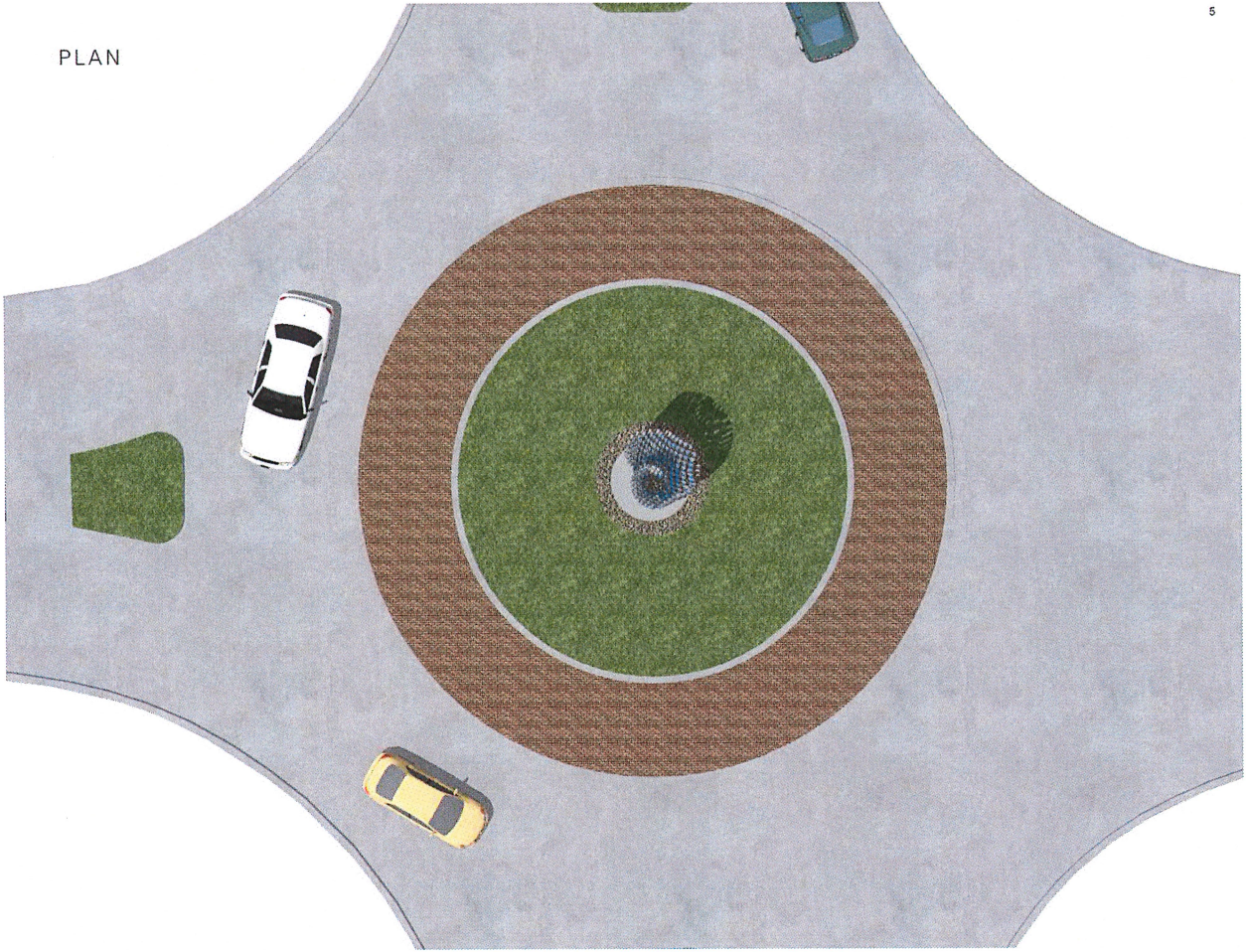






PLAN

5



FABRICATION & INSTALLATION & MAINTENANCE

The artwork is composed of vertically bundled Corten steel pipe, with interior surfaces painted multiple colors and outside surfaces left to rust. Each pipe section will be radially CNC laser cut to create the larger scale forms shown. Individual pieces will be welded together, and later masked and painted on the inside. Once all pipes are welded, the Artwork will be shipped to the site for installation as a single composition. A bundle of pipes at the bottom of the structure will act as a discreet column connection from the artwork to an embedded base plate with cast-in-place anchors. We will use a crane to lift the Artwork into place and align the piece with the baseplate anchors.

While the forms are volumetrically large, the interiors will be hollow and pipe segments will be 12"-16" long to allow for accessibility in painting as well as touch up and maintenance in the future. The interior space will have a subtle presence when viewed from an angle below, and may be lit from the interior with a point source of light for a dramatic effect at night.

Corten steel (weathering steel) develops a stable rust patina and has long term durability in withstanding the elements. We will use a 3-part Urethane paint system with a UV stable clear topcoat to prevent color fading. This paint system is industrial grade, for use on off-shore applications, and may be easily touched up with a brush, roller or spray.



Exhibit B: Budget and Payment Schedule

The City shall pay the Artist a fixed fee of \$200,000, which shall constitute full and complete compensation for all the services performed and material furnished by the Artist under this Agreement. Payment shall be made in accordance with the following milestones:

- A. \$60,000 (30%) upon the execution of this Agreement.
- B. \$40,000 (20%) upon completion of one-third (1/3) of the fabrication (to be determined by the Artist).
- C. \$40,000 (20%) upon completion of two-third (2/3) of the fabrication (to be determined by the Artist).
- D. \$40,000 (20%) upon full completion of fabrication and notification to the City by the Artist
- E. \$20,000 (10%) upon installation and notification of completion by the Artist as set forth under Section.

Upon completion of each milestone, the Artist shall submit a written invoice to the City requesting payment. The Artist shall include documentation of work completed in the form of photographs and written descriptions to indicate completion of milestones. The City shall submit payment within thirty (30) days of receipt of invoice.

Exhibit C: Budget from Artist

PRELIMINARY BUDGET

DESCRIPTION	VENDOR	CONTROL ESTIMATE
ARTIST FEE	ARTIST	\$40,000
DESIGN AND DOCUMENTATION	METALAB	\$16,000
PROJECT MANAGEMENT	METALAB	\$28,800
STRUCTURAL ENGINEERING	TBD	\$5,000
MATERIAL & FABRICATION	TBD	\$50,000
PAINTING	TBD	\$15,000
FOUNDATION & SITE WORK PREPARATION	BY OTHERS	\$0
ELECTRICAL	BY OTHERS	\$0
LIGHTING & INSTALLATION	BY OTHERS	\$0
LANDSCAPING	BY OTHERS	\$0
INSTALLATION Crane Rental + Install on Site	TBD	\$15,000
HARDWARE / MISC.	TBD	\$1,200
TRAVEL	METALAB / ARTIST	\$3,500
SHIPPING	TBD	\$5,500
	FABRICATION COST	\$180,000
	CONTINGENCY	\$20,000
	PROJECT BUDGET	\$200,000

Exhibit D: Insurance

1. Commercial General Liability insurance policy, written on an occurrence form basis, including all the usual coverage known as:
 - a. premises/operations liability
 - b. products/completed operations
 - c. personal/advertising injury
 - d. contractual liability
 - e. broad-form property damage
 - f. independent contractor's liability
2. Said policy must provide the following minimum coverage:
 - a. \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.
 - b. \$1,000,000 annual aggregate
 - c. Automobile liability. Business Automobile Liability at a limit of liability not less than \$1,000,000.00 each accident covering any auto, owned, non-owned and hired automobiles. In the event, the Artist does not own any automobiles; the Business Auto Liability requirement shall be amended allowing Artist to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto Coverage form. Certificate holder must be listed as additional insured. A waiver of subrogation shall be provided to the City. Coverage shall apply on a primary basis.
 - d. Workers' Compensation Insurance and Employer's Liability. The Artist shall agree to maintain Workers' Compensation Insurance & Employers' Liability in accordance with Section 440, Florida Statutes. Employers' Liability must include limits of at least \$100,000.00 each accident, \$100,000.00 each disease/employee, \$500,000.00 each disease/maximum. A Waiver of Subrogation endorsement shall be provided to the City. Coverage shall apply on a primary basis.
 - e. Transportation/Cartage insurance. Prior to shipment, the Artist must show the City that the artwork is insured independently or by the carrier during its shipment to the Site. While under the care, custody, and control of the carrier up to the value of the Artwork.
 - f. Installation Subcontractor Liability. It shall be the responsibility of the Artist to ensure that all subcontractors for installation of the Artwork at the Site comply with the same insurance requirements referenced above without the language "when required by written contract".

Exhibit E: Project Timeline/Time Frame

I, _____ (name), _____ (title) of Allbritton Lee LLC dba RE: site Studio, a limited liability corporation guarantee and warrant that the WORK listed in the Artwork Commission Agreement is free and clear of any liens, claims or other encumbrances of any type.

By: _____

STATE OF _____)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _ day of _____ 2023, by _____ on behalf of Allbritton Lee LLC dba RE: site Studio, a limited liability corporation, who is [] personally known to me to be the person who executed the foregoing instrument, or who has [] produced the following identification: _____.

Signature of Notary Public

My Commission expires

Printed Name of Notary Public

March 22, 2023

CALL FOR ARTISTS REQUEST FOR QUALIFICATIONS

HILLSBOROUGH COUNTY is inviting interested artists to provide responses to this **REQUEST FOR QUALIFICATIONS** for an exterior statue for the proposed roundabout at the intersection of Balm Riverview Rd. and Symmes Rd. located in Hillsborough County, Florida

INSTRUCTIONS TO PROPOSERS

PROJECT TITLE: PUBLIC ART PROJECT FOR THE ROUNDABOUT AT BALM RIVERVIEW RD. AND SYMMES RD.

PROJECT GOAL: TO PROVIDE AN EXTERIOR STATUE IN THE LIKENESS OF A STALLION, AS A TRIBUTE TO T. TERRELL SESSUMS, FOR THE PROPOSED ROUNDABOUT AT THE INTERSECTION OF BALM RIVERVIEW RD. AND SYMMES RD.

LOCATION: INTERSECTION OF BALM RIVERVIEW RD. AND SYMMES RD. IN HILLSBOROUGH COUNTY, FLORIDA

SUBMISSION DEADLINE: FRIDAY, APRIL 28, 2023 AT 5:00 PM

DELIVER PROPOSAL BY E-MAIL TO: PublicArt@hillsboroughcounty.org

PHYSICAL ADDRESS OF PROGRAM: DEPARTMENT OF CAPITAL PROGRAMS, PUBLIC ART PROGRAM, COUNTY CENTER, 23rd FLOOR, 601 E. KENNEDY BLVD., TAMPA, FL 33602

1.0 PROJECT INFORMATION:

1.1 **Project Overview:** Hillsborough County (County) is interested in receiving submissions from artists demonstrating their ability to provide completely realized three-dimensional artwork for the exterior display of a landmark sculpture at the future roadway roundabout at the intersection of Balm Riverview Road, and Symmes Road. This project is focused on acquiring public art that will be permanently displayed at the roundabout. A location map and sketch of the proposed roundabout is included in Exhibit A of this document.

1.2 The project will have several stakeholders including the Board of County Commissioners, County Administration, the Public Art Committee, various County Departments, and other interested community organizations and individuals. The desired theme for the artwork is of a life-sized and life-like statue (or larger) in the likeness of a stallion. Abstract art is not desired. The piece should be comprised of natural material, monolithic in form and require very low maintenance. The selected artist will be responsible for the design, fabrication, and installation of the artwork, to include foundation structural design and related permitting of the base/pedestal and the art/sculpture. The artwork will become part of the County's permanent public art collection. Artists are required to submit qualifications, and encouraged to provide illustrations (images, renderings), and a brief statement describing an initial concept idea for this project. It is hoped that a full range of art mediums suitable for an outdoor environment will be represented.

This intersection is located in South Hillsborough County. The roundabout will be a two-lane design. It is preferable to have artwork centrally located in the roundabout. At the time of this Call for Artists issuance, the design plans show a center island with a diameter of approximately 89 feet (44 and ½ feet radius). Installation of the artwork will be scheduled after construction of the roundabout is complete which is anticipated in mid-to-late 2024. The artist should include in his/her design a plinth that is approximately 6 feet in height and proportional to the artwork and roundabout, to be designed and constructed in the center island of the roundabout. The sculpture is to be at least life-sized. Larger than life-size will be preferable.

Three finalists will be selected to provide site specific proposals. Each selected finalist will be paid an honorarium-of up to \$750.00 (seven hundred and fifty dollars). Site Specific Proposals must include a site-specific maquette and/or other visual depictions of the proposed artwork. Final selection will be made by the Board of County Commissioners.

1.3 Design Criteria:

1. Artwork will be located at the future roundabout at the intersection of Balm Riverview Rd. and Symmes Rd.
2. Artwork to be designed for minimal maintenance.
3. Artwork designed with a four-sided plinth, with the following words engraved on each face, as follows; **Face 1** "Sessums Stallions", **Face 2** (opposite of Face 1) "Terrell Sessums – Speaker of the Florida House of Representatives – 1972 - 1974", **Face 3** "Champion of the Environment", and **Face 4** (opposite of Face 3) "Champion of Education".
4. Artwork shall be a statute of a stallion.
5. The artwork should be at least life-sized and lifelike (not abstract). Larger than life-size will be desirable.
6. Artwork to be a high quality, free standing outdoor sculpture.
7. Artwork to be an original design (not reproduced).
8. Artwork will not draw viewers to it but must be appreciated from a distance (i.e., non-interactive).
9. Artwork should not create a distracting situation for drivers using the roundabout.
10. Artwork shall be placed on a plinth, minimum 6 feet in height, other dimensions should be proportional to artwork and roundabout, made of natural materials (such as concrete, with an inlay such as stone or brick).
11. Artwork should be structurally sound and meet applicable standards of the Florida Building Code and Hillsborough County Public Works requirements in regard to the foundation, wind loading, placement, etc. Final work will need to be engineered and stamped/signed by a registered Florida professional engineer.
12. Artwork must be placed in the center of the roundabout.
13. Materials used must meet the demands of Hillsborough County's local climate.
14. The artwork must not contain any signs or traffic control features, auditory devices, reflective surfaces, flashing lights, moving parts or illumination.
15. The artwork must be devoid of advertising, including charitable, fraternal, religious, or political signs, symbols, logos, banners or any other such device.
16. The artwork must not obstruct any signs or interfere with any sight distance, sight triangle, or view zone.
17. The artwork must have an anti-graffiti coating.
18. The artwork must have appropriate lighting for night-time visibility. Lighting fixtures to be provided by Artist.
19. The artist must provide a two-year warranty on materials and craftsmanship.
20. Florida Native landscape is planned to be installed by the County in the roundabout. Artist to provide input as to type of landscaping to enhance sculpture.

2.0 SUBMITTAL INSTRUCTIONS:

- 2.1 Artists who wish to be considered for this project must submit the materials described below electronically. Ensure that all files sent electronically have been scanned by up-to-date virus scanning software. Files with detected viruses

will be destroyed and will not be considered. All images and documents must be accessible in the MS Windows environment. Incomplete submissions will not be considered.

The following documents are required:

- 2.1.1 A current professional resume of no more than two (2) pages for each submitting artist.
- 2.1.2 A list of exterior sculpture/artwork installations completed in the last 5 years. Please include owner contact information.
- 2.1.3 A maximum of 8 digital images of completed exterior sculpture/artwork. The images shall be in .JPG format. Any masking or borders should be black, not white. Image files must be properly labeled each with artist's last name and a number (1-8) assigned per image list. (e.g.:smith_1.jpg, smith_2.jpg). Artist's name should NOT appear on the image. The first five artworks presented should be those that are most related to this call. Provide details, close-ups or multiple viewpoints of large or complex artworks.
- 2.1.4 Image ID sheet, explain the content and context of each image.

2.2 The following documents are optional:

- 2.2.1 A written description of proposed artwork for this project including the title, type of media, dimensions, and up to 8 images/graphics to convey the design intent of the proposed artwork.
- 2.2.2 Scans of publications, reviews or other items that may assist the County in evaluation of the artist's capabilities. (No more than 3 items of this type should be included in the submission.)

2.3 Instructions for electronic submission:

- 2.3.1 Submissions may be made by e-mail to: Publicart@Hillsboroughcounty.org. Large files may be zipped. The use of file transfer sites is not permitted.

2.3.2 As an alternative to email submission, a USB flash drive may be mailed to the address below:

Amy Jarman, Public Art Coordinator
P.O. Box 1110
Tampa, Florida 33601

2.4 Additional Information and Instructions

- 2.4.1 Proposals will be reviewed by a Site Advisory Committee and the County's Public Art Committee.
- 2.4.2 The intent of the review is to short list a group of up to three artists to provide more specific proposals for the artwork. The County intends to contract with only one artist or artist group to fulfill the requirements of this project.
- 2.4.3 Hillsborough County does not guarantee that any commissions will result from this call.

3.0 ESTIMATED BUDGET, SCHEDULE AND SELECTION PROCESS:

3.1 Estimated Budget for the Project: \$125,000.

3.2 Estimated Schedule:

April 28, 2023 - Call for Artist submission deadline
July 2023 - Artists are selected to provide a site-specific proposals
September 2023 - Review and ranking of artist's submissions
December 2023 - Artists notified of selections and an Agreement is negotiated with top-ranked proposer.

3.3 Selection Process:

- 3.3.1 For this project, a Site Advisory Committee composed of members of the public, County staff associated with the location, the County project manager, and members of the Public Art Committee will propose a short-list of a minimum of three artists to develop site-specific proposals. Short-listed artists will be given further information on the project. Using this information, each artist will develop site-specific proposal(s). Artists may use models, drawings, computer-generated imagery and material samples to communicate their proposals. They must include in their proposals a working budget. The site-specific proposals will be initially reviewed and ranked by the Site Advisory Committee. The Site Advisory Committee's ranking will be considered by the Public Art Committee which will make a recommendation to the Board of County Commissioners for final selection of the Artwork.
- 3.3.2 Subsequently an Agreement will be negotiated with the selected artist. The Agreement will require the artist to provide the complete artwork and meet all related costs such as travel, materials, fabrication, transportation, insurance and installation of the work within a mutually agreed time period and for a fixed fee. Progress payments are made over the course of the contract in accordance with a mutually agreed upon schedule. Compliance with financial arrangements between the artist and his/her sub-contractors is the responsibility of the artist.
- 3.3.3 If an agreement cannot be successfully negotiated in a timely manner with the top-ranked artist(s), the County has the option to negotiate with the artist(s) next in order of ranking.

4.0 **REQUESTS FOR INFORMATION/CLARIFICATION:**

- 4.1 Any artist requesting additional information, interpretation, and/or clarifications relating to this Call shall make a written request addressed to:
- Amy Jarman, Public Art Staff
P.O. Box 1110
Tampa, Florida 33601
e-mail: Publicart@Hillsboroughcounty.org
- 4.2 If it is deemed necessary, an addendum to this Call for Artists may be issued through the Hillsborough County Public Art webpage at:
<https://www.hillsboroughcounty.org/en/residents/recreation-and-culture/art-and-culture/call-for-artists>

5.0 **RISK:**

- 5.1 Persons responding to this Call do so at their sole expense and risk. The County reserves the right to change or cancel this Call at any time.
- 5.2 No proposer is guaranteed the award of an Agreement or any work as a result of being selected for this project.
- 5.3 Any changes made to this Call shall be made by means of a written addendum. It shall be the responsibility of the Artist to assure that all addenda have been received prior to submitting a proposal.

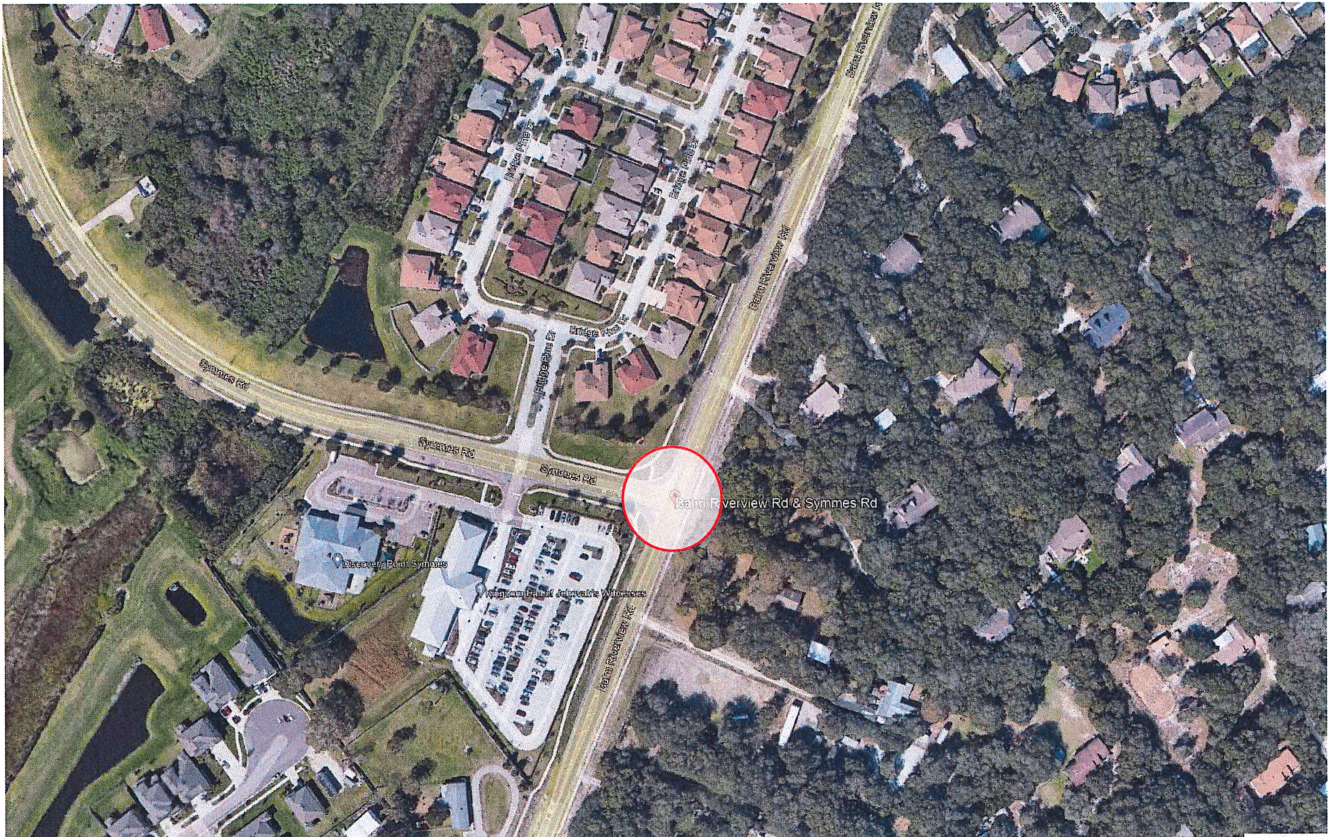
6.0 **PUBLIC RECORDS ACT:**

- 6.1 Pursuant to Florida Statutes, sealed responses to this Call to Artists are exempt from the public inspection requirements of the Public Records Act until such time as the announcement of a decision based on the proposals or within 30 days after proposal receipt date, whichever is earlier.

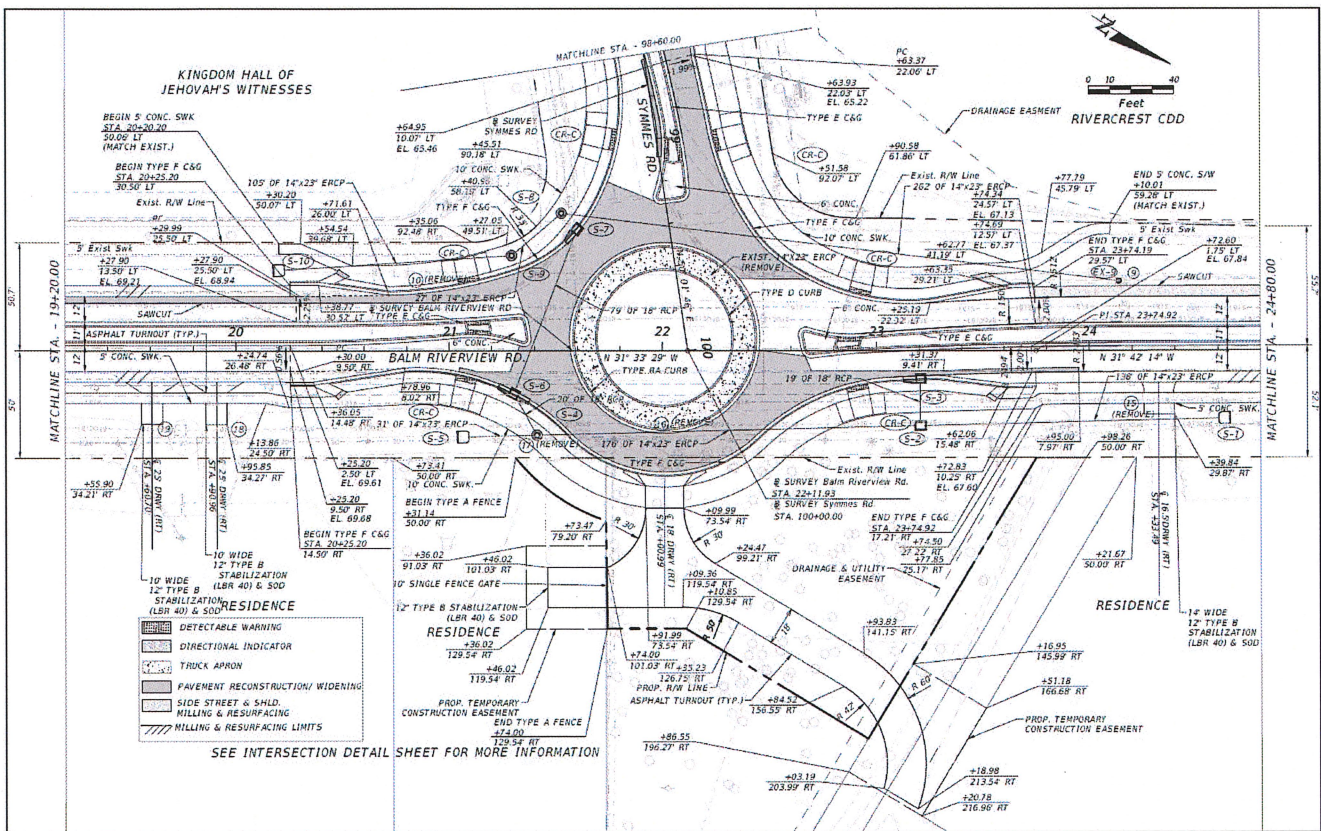
END OF DOCUMENT

EXHIBIT A

PROPOSED ROUNDABOUT LOCATION



ENGINEERING SKETCH ROUNDAABOUT IS 89' DIA.



NTS

March 22, 2023

CALL FOR ARTISTS REQUEST FOR QUALIFICATIONS

HILLSBOROUGH COUNTY is inviting interested artists to provide responses to this **REQUEST FOR QUALIFICATIONS** for an exterior artwork/sculpture for the roundabout at the intersection of Memorial Highway and Montague Street, located in Hillsborough County, Florida

INSTRUCTIONS TO PROPOSERS

PROJECT TITLE: PUBLIC ART PROJECT FOR THE ROUNDABOUT AT MEMORIAL HWY. AND MONTAGUE ST.

PROJECT GOAL: TO PROVIDE AN EXTERIOR ABSTRACT SCULPTURE, FOR THE ROUNDABOUT AT THE INTERSECTION OF MEMORIAL HWY. AND MONTAGUE ST.

LOCATION: INTERSECTION OF MEMORIAL HWY. AND MONTAGUE ST. IN HILLSBOROUGH COUNTY, FLORIDA

SUBMISSION DEADLINE: FRIDAY, APRIL 28, 2023 AT 5:00 PM

DELIVER PROPOSAL BY E-MAIL TO: PublicArt@hillsboroughcounty.org

PHYSICAL ADDRESS OF PROGRAM: DEPARTMENT OF CAPITAL PROGRAMS, PUBLIC ART PROGRAM, COUNTY CENTER, 23rd FLOOR, 601 E. KENNEDY BLVD., TAMPA, FL 33602

1.0 PROJECT INFORMATION:

- 1.1 **Project Overview:** Hillsborough County (County) is interested in receiving submissions from artists demonstrating their ability to provide completely realized three-dimensional artwork for the exterior display of a landmark sculpture at the roadway roundabout at the intersection of Memorial Highway, and Montague Street. This is an existing roundabout which is currently under construction in the process of being improved. This art project is focused on acquiring public art that will be permanently displayed at the roundabout. A location map and sketches of the proposed roundabout is included in Exhibit A of this document.
- 1.2 The project will have several stakeholders including the Board of County Commissioners, County Administration, the Public Art Committee, various County Departments, and other interested community organizations and individuals. **The desired theme for the artwork is an abstract sculpture, as reflected within Exhibit A artwork examples of this kind.** The piece should be comprised of a natural material and require very low maintenance. The selected artist will be responsible for the design, fabrication, and installation of the artwork, to include foundation structural design and related permitting of the base/pedestal and the art/sculpture. The artwork will become part of the County's permanent public art collection. Artists are required to submit qualifications, and encouraged to provide illustrations (images, renderings), and a brief statement describing an initial concept idea for this project. It is hoped that a full range of art mediums suitable for an outdoor environment will be represented.

The Memorial Highway and Montague Street intersection is located in North-West Hillsborough County. The roundabout is a one-lane design. It is preferable to have artwork centrally located in the roundabout and viewable from all directions. At the time of this Call to Artists issuance, the design plans show a center island with a diameter of approximately 34 feet (17 feet radius). The artwork is expected to create a significant landmark at this location. The artist should include in his/her design a plinth that is proportional to the artwork and roundabout. The sculpture, not including plinth, must be fifteen to twenty (15-20) feet high. Exhibit A shows location and sketch of the roundabout.

Three finalists will be selected to provide site specific proposals. Each selected finalist will be paid an honorarium of up to \$750.00 (seven hundred and fifty dollars). Site Specific Proposals must include a site-specific maquette and/or other visual depictions of the proposed artwork. Final selection will be made by the Board of County Commissioners.

1.3 Design Criteria:

1. Artwork will be located at the roundabout at the intersection of Memorial Hwy. and Montague St.
2. The desired theme for the artwork is an abstract, free-standing sculpture
3. Artwork to be designed for minimal maintenance.
4. Artwork to be designed with an appropriate plinth.
5. Artwork to be a high quality, free standing outdoor sculpture.
6. Artwork to be an original design (not reproduced).
7. Artwork must not draw viewers to it but must be appreciated from a distance (i.e., non-interactive)
8. Artwork should not create a distracting situation for drivers using the roundabout
9. Artwork shall be placed on a plinth; plinth shall be proportional to Artwork, roundabout and made of natural materials (such as concrete, with an inlay such as stone or brick).
10. Artwork should be structurally sound and meet applicable standards of the Florida Building Code and Hillsborough County Public Works requirements in regard to the foundation, wind loading, placement, etc. Final work design will need to be engineered and stamped/signed by a registered Florida professional engineer.
11. Artwork must be placed in the center of the roundabout.
12. Materials used must meet the demands of Hillsborough County's local climate.
13. The artwork should be fifteen to twenty (15-20) feet in height, not including plinth.
14. The artwork must have appropriate lighting for night-time visibility. Lighting fixtures to be provided by Artist.
15. Florida Native landscaping is planned to be installed by the County in the roundabout. Artist to provide input as to type of landscaping to enhance sculpture.
16. The artwork must not contain any signs or traffic control features, auditory devices, reflective surfaces, flashing lights, moving parts or illumination.
17. The artwork must be devoid of advertising, including charitable, fraternal, religious, or political signs, symbols, logos, banners or any other such device.
18. The artwork must not obstruct any signs or interfere with any sight distance, sight triangle, or view zone.
19. The artwork must have an anti-graffiti coating.
20. The artist must provide a two-year warranty on materials and craftsmanship

2.0 SUBMITTAL INSTRUCTIONS:

- 2.1 Artists who wish to be considered for this project must submit the materials described below electronically. Ensure that all files sent electronically have been scanned by up-to-date virus scanning software. Files with detected viruses will be destroyed and will not be considered. All images and documents must be accessible in the MS Windows environment. Incomplete submissions will not be considered.

The following documents are required:

- 2.1.1 A current professional resume of no more than two (2) pages for each submitting artist.
- 2.1.2 A list of exterior sculpture/artwork installations completed in the last 5 years. Please include owner contact information.
- 2.1.3 A maximum of 8 digital images of completed exterior sculpture/artwork. The images shall be in .JPG format. Any masking or borders should be black, not white. Image files must be properly labeled each with artist's last name and a number (1-8) assigned per image list. (e.g.:smith_1.jpg, smith_2.jpg). Artist's name should NOT appear on the image. The first five artworks presented should be those that are most related to this call. Provide details, close-ups or multiple viewpoints of large or complex artworks.
- 2.1.4 Image ID sheet, explain the content and context of each image.

2.2 The following documents are optional:

- 2.2.1 A written description of proposed artwork for this project including the title, type of media, dimensions, and up to 8 images/graphics to convey the design intent of the proposed artwork.
- 2.2.2 Scans of publications, reviews or other items that may assist the County in evaluation of the artist's capabilities. (No more than 3 items of this type should be included in the submission.)

2.3 Instructions for electronic submission:

- 2.3.1 Submissions may be made by e-mail to: Publicart@Hillsboroughcounty.org. Large files may be zipped. The use of file transfer sites is not permitted.

2.3.2 As an alternative to email submission, a USB flash drive may be mailed to the address below:

Amy Jarman, Public Art Coordinator
P.O. Box 1110
Tampa, Florida 33601

2.4 Additional Information and Instructions

- 2.4.1 Proposals will be reviewed by a Site Advisory Committee and the County's Public Art Committee.
- 2.4.2 The intent of the review is to short list a group of up to three artists to provide more specific proposals for the artwork. The County intends to contract with only one artist or artist group to fulfill the requirements of this project.
- 2.4.3 Hillsborough County does not guarantee that any commissions will result from this call.

3.0 ESTIMATED BUDGET, SCHEDULE AND SELECTION PROCESS:

3.1 Estimated Budget for the Project: \$80,000.

3.2 Estimated Schedule:

April 28, 2023
- Call for Artist submission deadline

July 2023
- Artists are selected to provide a site-specific proposals

September 2023
- Review and ranking of artist's submissions

December 2023

- Artists notified of selections and an Agreement is negotiated with top-ranked proposer.

3.3 Selection Process:

- 3.3.1 For this project, a Site Advisory Committee composed of members of the public, County staff associated with the location, the County project manager, and members of the Public Art Committee will propose a short-list of a minimum of three artists to develop site-specific proposals. Short-listed artists will be given further information on the project. Using this information, each artist will develop site-specific proposal(s). Artists may use models, drawings, computer-generated imagery and material samples to communicate their proposals. They must include in their proposals a working budget. The site-specific proposals will be initially reviewed and ranked by the Site Advisory Committee. The Site Advisory Committee's ranking will be considered by the Public Art Committee which will make a recommendation to the Board of County Commissioners for final selection of the Artwork.
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- 3.3.3 If an agreement cannot be successfully negotiated in a timely manner with the top-ranked artist(s), the County has the option to negotiate with the artist(s) next in order of ranking.

4.0 REQUESTS FOR INFORMATION/CLARIFICATION:

- 4.1 Any artist requesting additional information, interpretation, and/or clarifications relating to this Call shall make a written request addressed to:
Amy Jarman, Public Art Staff
P.O. Box 1110
Tampa, Florida 33601
e-mail: Publicart@Hillsboroughcounty.org
- 4.2 If it is deemed necessary, an addendum to this Call for Artists may be issued through the Hillsborough County Public Art webpage at:
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5.0 RISK:

- 5.1 Persons responding to this Call do so at their sole expense and risk. The County reserves the right to change or cancel this Call at any time.
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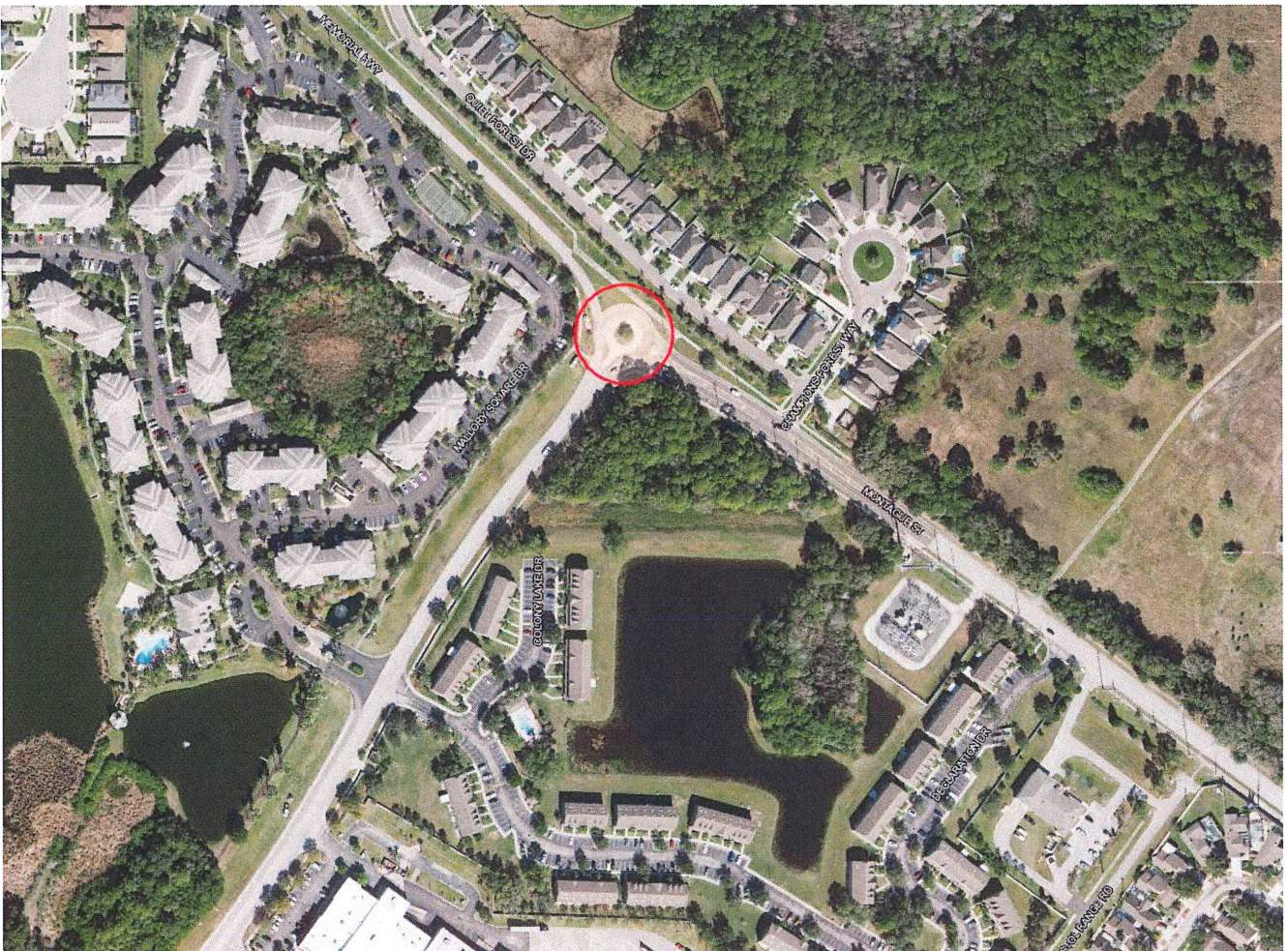
6.0 PUBLIC RECORDS ACT:

- 6.1 Pursuant to Florida Statutes, sealed responses to this Call to Artists are exempt from the public inspection requirements of the Public Records Act until such time as the announcement of a decision based on the proposals or within 30 days after proposal receipt date, whichever is earlier.

END OF DOCUMENT

EXHIBIT A

PROPOSED ROUNDABOUT LOCATION



NTS



ARTWORK EXAMPLE 1
96th St. and West Boulevard, Carmel, Indiana
Beacon Bloom
Artist: Arlon Bayliss



<https://www.indystar.com/story/news/local/hamilton-county/2021/07/02/carmel-roundabout-indiana-art-mayor-jim-brainard/4257763001/>

ARTWORK EXAMPLE 2





POSTED May 2, 2023 | 3:53 PM

Pebble Park Welcomes New, Striking Seminole Statue

Bronze Sovereign sculpture and glasswork panels honor Hillsborough County's Native American history

Pebble Park's newest "resident" recently moved in, or technically, was installed. The woman of the hour is Sovereign, a life-size bronze statue, complete with glass panel patchwork. The sculpture is a tribute to local Native American history, specifically the Seminoles' national independence, which the tribe gained over 60 years ago.

The art piece

The Sovereign sculpture reflects a Seminole woman in traditional, though modernized, Native American dress. She stands over 6 feet tall atop a 6-foot-high concrete pedestal. Her posture exudes strength and serenity. Sovereign's face is tilted towards the sky, eyes closed. Her hands are under her long hair, as if she is about to toss her loose locks off her shoulders.

A patchwork pattern wraps around Sovereign's full-length skirt and adorns the hem of her cape. The patchwork design is repeated in the form of three colorful glass panels, set within a plaque installed in front of the statue.

The first panel has various shades of blue glass, creating a sense of moving water and representing the Alafia River, which flows several hundred yards from the sculpture. The second glass panel has shades of green and blue. It symbolizes the Council Oak treaty, a historic agreement between the Seminoles and the U.S. government, which established the tribe's sovereignty. The bottom glass tile - featuring yellow and red - is intended to reflect the Seminole's matriarchal society. The glass panels will naturally illuminate when the sun shines on them, brightening the tiles' vibrant hues.

The text engraved above the glass panels describes how the Seminoles' government and constitution were established in 1957. The inscription is in English and the Seminole language.



The glass panels, shown here prior to installation in the plaque, will naturally illuminate when hit by sunlight.

The artistic process

The design and creation of Sovereign spanned many months and involved several contributing artists. The piece itself was sculpted and cast by The Milligan Studio, a "public art

practice” owned by husband-and-wife artists Alan Milligan and Dr. Nicole Mary Milligan.

The Milligan Studio worked closely with members of the Seminole tribe to create a piece that celebrates Seminole culture and history. Dr. Milligan explained, “The sculpture’s named Sovereign, and it’s named Sovereign as a way to honor the Seminole tribe. If you look at it, it’s a matriarchal society. So, there’s a young woman and she’s throwing her hair back and she’s looking forward to the future. She’s looking forward to the challenges that she might come across in a modern world.”

Jessica Osceola, a member of the Seminole tribe, contributed Sovereign’s symbolic patchwork patterns. Seminole patchwork is a textile design often made by piecing together colorful strips of fabric in a zigzag format.

Using the lost wax casting method, nearly 1,000 pounds of clay, 1,000 pounds of plaster, and 1,000 pounds of silica were needed to create the nearly 700-pound sculpture. At least 500 pounds of bronze was used to cast Sovereign.

The work was commissioned by the Hillsborough County Board of County Commissioners through the Public Art Program.

The artsy park

Sovereign will not be alone in Pebble Park. A statue of Benjamin Moody stands in the center of the roundabout entrance to the park. Moody was a pioneer settler of what eventually became Riverview and a three-time Hillsborough County commissioner in the mid-1800s.

The 27-acre park also features a half-mile network of paved and natural-surface trails, large pavilions with picnic tables, and a butterfly garden in the shape of a butterfly, built by a local Girl Scouts troop. Approximately 500 native trees and plants thrive in the park. Restrooms and lighted parking are among the other amenities. The addition of a boardwalk and observation overlook along the river is planned for the site.

Learn more about the statue and glasswork panels in a **short video** about the statue installation.

Pebble Park is at 9955 Riverview Dr., Riverview, FL, 33578.

Curious what Pebble Park looks like? Watch a short video about the park **here**.

Photo Information: A plaque with three glass panels can be seen in front of the bronze Sovereign sculpture.

REQUEST FOR QUALIFICATIONS

May Street and San Marco Street Intersection
St. Augustine, FL

Project Overview:

The City of St. Augustine is seeking an artist or team of artists to create a large-scale, dynamic, inclusive, and site-specific artwork for the roundabout at the intersection of May Street and San Marco Street. The artist(s) selected for the commission will be responsible for the design, fabrication, and installation of the artwork, including the structural design and related permitting, in collaboration and coordination with the Public Art Committee, St. Augustine's City leadership and Public Works, as well as the community.

A shortlist of candidates will be selected from RFQ submissions and will be invited to St. Augustine to present their work to the City of St. Augustine Public Art Committee in a public meeting. Drawing from conversations and engagement with the Art Committee and the community, candidates will develop their proposal.

City of St. Augustine:

Founded in 1565, St. Augustine is the oldest continuously occupied settlement of European and African American origin in the United States. Forty-two years before the English colonized Jamestown and fifty-five years before the Pilgrims landed at Plymouth Rock, the Spanish established at St. Augustine this nation's first enduring settlement.

MORE??

Project Location:

The May Street and San Marco Intersection is a recently completed roundabout adjacent to St. Johns County Library Main Branch, The Waterworks, and several neighborhoods. As a busy traffic interchange, the location is highly visible to vehicular, bicycle, and pedestrian traffic. The site is not directly accessible to pedestrians.

This location is in a floodplain... ### something about storm management / mitigation

Project Goals:

- As the first permanent public art commission in the City of St. Augustine, the artwork should be a signature piece for the St. Augustine community and should reflect some aspect of the city's culture, unique history, or natural environment.
- The artwork should appeal to a broad audience.
- The artwork should be site-responsive, and properly scaled to the surroundings.
- The materials used must be able to withstand extreme weather and heavy traffic.
- The artwork should be structurally sound and require low upkeep and minimal maintenance costs.

Who May Apply:

Visual, craft, or design artists or artist teams, in all media, including landscape architects, at least 18 years of age are eligible to apply regardless of the location of residence. City of St. Augustine staff, Public Art Committee members and their family members are not eligible to apply.

Submission Deadline & Requirements:

All materials must be submitted in ##FORMAT## via CAFÉ no later than ##DATE## at ##TIME##. There is no submission fee.

- Submissions should include:
- CV, including previous experience realizing public art.
- Letter of interest in the project, no longer than one page in length.
- ## images of completed artworks, including examples of work similar in scope to this project.
- A list of ## professional references that have knowledge of your work and working methods, including ##INFO##.
- Optional: The artist(s) may include up to three selections of support materials, including reviews, news articles, or other related information.

Anticipated Project Timeline:

- ##DATE## at ##TIME##: Deadline for Submissions
- ##DATE##: Finalists selected and given project orientation/site visit
- ##DATE##: Finalists present concepts to Public Art Committee
- ##DATE##: Selection Committee forwards final design recommendation to City for approval.
- ##DATE##: Notification of commission
- ##DATE##: Fabrication / Installation / Etc

Budget Description:

The budget for this project is ##### and is inclusive of all costs associated with this project, including but not limited to: artist expenses, administration, sub-consultants (subcontracting?), travel and lodging, conservation assessment, artwork fabrication, storage, transportation and installation, related permits, licenses, taxes, and insurance. The artist will be responsible for submitting an artwork maintenance manual upon completion.

An honorarium of #####, in addition to travel costs, will be awarded to each artist(s) chosen as a finalist from this RFQ (Request for Qualifications) phase to create a comprehensive proposal.

Selection Criteria:

- Artistic Excellence: Aesthetic qualities / innovation / unique or distinctive qualities
- Context: The artwork's appropriateness to the surrounding topography, local history, and community attitudes and concerns of both the residents of the City of St. Augustine and the surrounding community.

- Community Engagement: The experience to lead community engagement sessions during the design process that will inform the work.
- Durability, Safety and Permanence: The artwork is resistant to weathering and high vehicular traffic and is structurally sound. The artwork must meet the criteria as defined in the Florida Department of Transportation Design Manual, *127 Community Aesthetic Features*.
- Technical Feasibility: The artist(s) must provide convincing evidence of their ability to complete the artwork as proposed.
- Past Performance: The Public Art Committee will consider the artist's performance under previous contracts including their success with meeting established timelines and budgets.
- Cost Feasibility: The Public Art Committee will consider the cost feasibility and determine if the project is realistic within the specified project budget. ## include something about general upkeep and maintenance here? ##

Elyse Wiemann

From: Dickover, Julie <JDickover@flagler.edu>
Sent: Tuesday, October 24, 2023 11:16 AM
To: Elyse Wiemann
Subject: Re: Art Committee Meeting November 3rd

Caution: This email originated from outside of the organization. Do not click links, open attachments or respond unless you recognize the sender and know the content is safe. When in doubt, contact IT.

Hi Elyse,

I am so sorry that I didn't get anything to you yesterday. Here are my notes from the last meeting. Also – wasn't I tasked with incorporating edits from other committee members? Or are you waiting for my notes, and then will send me everyone's?

- In the project overview – make it clear that the shortlist selected from the RFQ will be invited to St. Augustine to present their work publically, and through conversations with the committee and the public they will then develop their proposal.
 - Add a description of St. Augustine, our unique history
- In project location – be sure to include something about the fact that the location is in a flood plain.
- In selection criteria – Community Engagement should read something like this:
 - *The experience to lead community engagement sessions during the design process to inform the work.*

That was all, thank you for your patience!

Julie

--

Julie Dickover (she/her)
Director, Crisp-Ellert Art Museum
Curator of College Collections

Flagler College
48 Sevilla Street
St. Augustine, FL 32084
(904) 826-8530
www.flagler.edu/ceam
[Instagram](#) / [Facebook](#)

Current + Upcoming:
Lenny Foster: In the Spirit of Lincolnville, October 30 – December 2, 2023
CEAM Fall Artist Residency: Laia Estruch, October 16 – November 4, 2023

From: Elyse Wiemann <ewiemann@citystaug.com>
Date: Tuesday, October 24, 2023 at 10:53 AM
To: Dickover, Julie <JDickover@flagler.edu>
Subject: FW: Art Committee Meeting November 3rd

Good morning,

Just following up with you regarding any documents that you wanted to add to the Art Committee Packet. I need to get the packet assembled as quickly as the meeting is quickly approaching.

Thank you,
Elyse Wiemann
Recording Secretary
City Clerk's Office
City of St. Augustine
904-209-4216
eanderson@citystaug.com
Web: www.CityStAug.com



Please Note: Florida has a very broad Public Records Law. Unless specifically exempt by state law, written communications to city officials or staff regarding official city business are public records available to the public and media upon request. If your email communication is related to official government business, it may therefore be subject to public disclosure.

From: Elyse Wiemann
Sent: Friday, October 20, 2023 10:44 AM
To: Dickover, Julie <jdickover@flagler.edu>
Subject: Art Committee Meeting November 3rd

Good morning,

Hope all is well! I wanted to touch base with you regarding the upcoming Art Committee Meeting. If you have any feedback regarding the 'Request for Qualifications' or any other documentations that need to be reviewed by the committee, please send it in **no later than Monday, October 23, 2023 at noon.**

The packets and the agendas will need to be assembled and distributed as soon as possible. Looking forward to hearing from you!

Have a great day!

Thank you,
Elyse Wiemann
Recording Secretary

Elyse Wiemann

From: diane mataraza <diane@dlmatarazainc.net>
Sent: Wednesday, October 25, 2023 5:27 PM
To: Elyse Wiemann; Darlene Galambos; Isabelle Lopez
Subject: Contact Info for Public Art Project RFP

Caution: This email originated from outside of the organization. Do not click links, open attachments or respond unless you recognize the sender and know the content is safe. When in doubt, contact IT.

Greetings,

Please forgive my tardiness!

Here is contact Information for the Public Arts RFP distribution. This is a great broad net!! Focused on the south plus national organizations with extensive distribution networks to reach artists.

1. Foundation for Native Arts and Culture
 - Below is the email exchange with Matalaka. This is a terrific resource if we are being mindful of distribution to First Americans networks, nationally.
Laura (Cales) Matalaka laura@nativeartsandcultures.org
2. CAFÉ
 - Christina Parish Stone has the contact info for Café". St Johns Cultural Council is a Member, so let's please use Christina's contact.
3. All Florida Local Arts Agencies
 - Here again, because Christina is a member of this network, please let's go through her. If she can't, then please send to the Florida Cultural Alliance <https://flica.net/>
4. Florida Association of Public Arts Professionals
 - Malinda Horton, Association Manager
fam@flamuseums.org
5. South Arts:
 - Susie Surkamer, ED
SouthArts
1800 Peachtree St NW
Suite 808
Atlanta, GA 30309
6. Georgia Council for the Arts
 - Tina Lilly, ED
Georgia Council for the Arts
Technology Square
75 5th Street N.W. Suite 1200
7. South Carolina Arts Commission
 - David Platts, ED
SC Arts Commission
1026 Sumpter Street, STE 200
Columbia, SC 29201
8. North Carolina Arts Council
 - Jeff Bell, ED
NC Arts Council

109 E Jones St.
Raleigh, NC 27601

9. Tennessee Arts Commission

- Anne B. Pope, ED
Tennessee Arts Commission
401 Charlotte Ave
- Nashville, TN 37243

10. National Assembly of State Arts Agencies

- Pam Breaux, ED
National Assembly of State Arts Agencies
1200 18th Street NW, Suite 1100
Washington, DC 20036

11. Americans for the Arts Public Art Network

- Mital Lyons-Warren, Manager for Arts U and Local Engagement
- Americans for the Arts Public Art Network
1275 K Street NW, Suite 2100
Washington, DC 20005

12. Creative Capital

- Christine Kuan, Pres and ED
Creative Capital
15 Maiden Lane, 18th FL
New York, NY 10038

My best, Diane

From: diane mataraza <diane@dlmatarazainc.net>

Sent: Thursday, September 21, 2023 12:29 PM

To: Laura (Cales) Matalka <laura@nativeartsandcultures.org>

Cc: Lucy Fountain <lfountain@citystaug.com>; dgalambos@citystaug.com; Robert Franklin <bert@nativeartsandcultures.org>

Subject: Re: Looking for assistance in reaching Indigenous Artists across US for a Public Art Project

Greetings Laura,

Thank you so much for getting back to me.

We're still working on the call to artist and, once it is complete, we will send it off to you. Likely next month.

Our sincerest thanks!

Diane

Get [Outlook for iOS](#)

From: Laura (Cales) Matalka <laura@nativeartsandcultures.org>

Sent: Thursday, September 21, 2023 11:47:42 AM

To: diane mataraza <diane@dlmatarazainc.net>

Cc: Lucy Fountain <lfountain@citystaug.com>; dgalambos@citystaug.com <dgalambos@citystaug.com>; Robert Franklin <bert@nativeartsandcultures.org>

Subject: Re: Looking for assistance in reaching Indigenous Artists across US for a Public Art Project

Hello Diane,

Thank you for reaching out to NACF about this opportunity and for the kind words! If it is appropriate, we would be happy to share a link to the opportunity on our social media pages – that is the best/most efficient way for us to reach our wider community of Native artists.

If you have a link or digital collateral you could send us, then I will share that with our Communications team for posting.

All my best,
Laura

--

Laura (Cales) Matalka (She/Her)
Chickasaw Nation
Associate Director of Programs
[Native Arts and Cultures Foundation](#)
Office: 360-334-7285

From: diane mataraza <diane@dlmatarazainc.net>

Date: Thursday, September 7, 2023 at 11:55 AM

To: Laura (Cales) Matalka <laura@nativeartsandcultures.org>

Cc: Lucy Fountain <lfountain@citystaug.com>, dgalambos@citystaug.com <dgalambos@citystaug.com>

Subject: Looking for assistance in reaching Indigenous Artists across US for a Public Art Project

Greetings Laura,

First – what a fantastic web site and *really well-done* strategic plan you have!

The City of St Augustine, Florida, the oldest continuously occupied settlement of European and African American origin in the US., is commissioning its first large-scale public art piece with installation tentatively planned by Dec 2024.

Our City has allocated \$250,000 for this project, a big deal for our small city of 14,500 people. Vice Mayor Horvath is chairing a public art committee and I'm happily involved.

Could you please advise on the best distribution networks to reach First American artists?

Our history is peppered with the good, the bad, and the sad in terms of coexistence with First Americans. Given that, we want to be especially sure our call to artists for this inaugural public art project is as widely distributed as possible.

Years back I worked with John Haworth in New York and, later, when an NEA program director, worked closely with the Bureau of Indian Affairs and Tribal Colleges and Universities. My contacts are long gone. Would appreciate any direction you could offer. The call to artists will likely be distributed in the next 40-60 days.

If you could be so kind, please cc everyone with your response.

My best,
Diane

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