



**CITY OF PHOENIX
OFFICE OF ARTS AND CULTURE**

**CALL TO ARTIST
FOR
SOUTH MOUNTAIN LOOP 202 PEDESTRIAN BRIDGE PUBLIC ART PROJECT**

DEADLINE FOR RECEIVING SUBMISSIONS

**Friday October 30, 2015
5:00 p.m. (local Arizona time)**

ADDRESS FOR CALL RESPONSE SUBMITTAL

**City of Phoenix
Office of Arts and Culture
200 W. Washington St., 10th Floor
Phoenix, AZ 85003**

**PRESUBMITTAL MEETING
(NOT MANDATORY)**

**Wednesday, October 14, 2015
5:30 – 7:00 p.m.**

**Phoenix Art Museum Singer Hall
1625 N. Central Ave., Phoenix, AZ 85004**

Assistive Hearing Technology Available

PROJECT MANAGER: Elizabeth Grajales, (602) 534-7230

CITY OF PHOENIX
Phoenix Office of Arts and Culture
CALL TO ARTIST – SOUTH MOUNTAIN LOOP 202 PEDESTRIAN BRIDGE PUBLIC
ART PROJECT

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SECTION I – PROJECT DESCRIPTION

The Phoenix Office of Arts and Culture's Public Art Program requests qualifications from professional artists to work with an engineering team selected by the Arizona Department of Transportation (ADOT) to design a new freeway pedestrian bridge. The bridge would provide a safe multi-use crossing between residential neighborhoods and schools at the Elwood Road alignment of the new South Mountain Loop 202 freeway, between 61st Avenue and 63rd Avenue, in southwest Phoenix.

The selected artist would work closely with the ADOT engineering project design team to develop integrated artistic enhancements for a landmark pedestrian bridge. The artist and team will be expected to prepare all design plans, special provisions, cost estimates and other documents needed to construct the bridge, structural supports and ramps. The design phase is expected to begin in January, 2016 and end in summer 2016. This is a federal aid project and will be coordinated with ADOT and Federal Highway Administration (FHWA).

This project is open to all professional artists who live and work in the U.S. and have significant experience with complex design teams in creating exemplary three-dimensional public works.

About the Site:

The SR 202 South Mountain Freeway is the final leg of the Loop 202/101 freeway system developed to provide high-quality regional mobility. The 22-mile loop will connect Interstate 10 at Pecos Road (on the east) with Interstate 10 near 59th Avenue (west of Phoenix). The eight-lane road will include three general purpose lanes and one HOV lane in each direction. The freeway corridor will run east/west along Pecos Road, then north/south between 55th and 63rd Avenues. The project has been a critical part of the Maricopa Association of Governments (MAG) Regional Freeway Program since 1985, when Maricopa County voters approved it through Proposition 300. The freeway is also part of the Regional Transportation Plan funding passed by Maricopa County voters in 2004 through Proposition 400

The bridge will assure a safe pedestrian link between residential and commercial areas divided by the new freeway corridor. It will directly serve the Rio Del Rey Units I and II subdivisions, and the King's Ridge Elementary School in the Riverside Elementary School District. The area surrounding the future freeway and bridge is evolving from one devoted to agriculture to a more urbanized one defined by housing and commerce with views of the Estrella and South Mountains.

SECTION II –TRANSPARENCY POLICY

Beginning on the date the Call to Artist (hereinafter referred to as "Call") is issued and until the date a contract is awarded or the Call withdrawn, all persons or entities that respond to this Call for the services outlined below, including their employees, agents, representatives, proposed partner(s), subcontractor(s), joint venture(s), member(s), or any of their lobbyists or attorneys, (collectively, the "Respondent") will refrain, from any direct or indirect contact with any person (other than the designated procurement officer) who may play a part in the selection process, including members of the evaluation panel, the City Manager, Assistant City Manager, Deputy City Managers, Department heads, the Mayor and other members of the Phoenix City Council.

As long as the solicitation is not discussed, Proposers may continue to conduct business with the City and discuss business that is unrelated to the solicitation with the City staff.

Respondents may discuss their proposal or this Call with the Mayor or one or more members of the Phoenix City Council, provided such meetings are scheduled through Charlene Carpenter, procurement officer, conducted in person at 200 West Washington, Phoenix, Arizona 85003, and are posted as open meetings with the City Clerk at least twenty-four (24) hours prior to the scheduled meetings. The City Clerk will be responsible for posting the meetings. The posted notice shall identify the participants and the subject matter, and invite the public to participate. Charlene Carpenter's contact info is charlene.carpenter@ phoenix.gov.

With respect to the selection of the successful Respondents, the City Manager and/or City Manager's Office will continue the past practice of exerting no undue influence on the process. In all solicitations of bids and proposals, any direction on the selection from the City Manager and/or City Manager's Office and Department Head (or representative) to the proposal review panel or selecting authority must be provided in writing to all prospective Respondents.

This policy is intended to create a level playing field for all Respondents, assure that contracts are awarded in public, and protect the integrity of the selection process. **RESPONDENTS THAT VIOLATE THIS POLICY SHALL BE DISQUALIFIED.**

SECTION III – RESPONSE INFORMATION

1. Requirements and Deadlines for Submitting a Response to Call

a. Deadline: Friday October 30, 2015. 5:00 PM, local Arizona time, at the following location:
Phoenix Office of Arts and Culture
200 W. Washington St., 10th Floor
Phoenix, AZ 85003
Attn: Elizabeth Grajales, (602) 534-7230

b. To be considered for this commission opportunity, artists must submit the following:

1. A one-page hardcopy letter of interest describing how your work and approach would relate to this opportunity.
2. Three professional references, in hardcopy, and their contact information. If selected as a finalist, your references will be contacted before the final interview.
3. Ten digital images of previously completed artwork, presented in a PowerPoint on a PC compatible CD-ROM or thumb drive formatted as follows:
PowerPoint Slide background-Black
Slide # 1-Artist name only
Slide 2 thru 11-One image per PowerPoint Slide, with a title (at the top)
Titles should correspond with titles on the printed image list
No PowerPoint animations added to PowerPoint presentation
4. One hardcopy of an annotated, typewritten image list identifying images by number and listing media, size of the work (H x W x D), title, date and a brief description of the artwork, if necessary.

c. Caption on image list must identify artist's role, if the project involved a team effort.

5. One hardcopy of a current resume. The resume should be no more than three pages in length and printed in at least 10-point type on white paper.

Application materials and CD's or thumb drives will NOT be returned upon completion of the selection process. If you strongly feel you need your submittal back, please include a self-addressed stamped envelope (SASE) with sufficient postage for the return of your application.

DO NOT SEND ORIGINAL ARTWORK. Applicants are strongly encouraged to retain a complete copy of their application for their records. Late applications will not be considered. Do not bind or staple materials. Every effort will be made to ensure the safe handling of materials submitted. However, the Phoenix Office of Arts and Culture and the City of Phoenix will not be responsible for any loss or damage.

e. The City contact for this Call is Elizabeth Grajales, Senior Public Art Project Manager, (the "City Contact"). Any questions relating to this Call to Artist shall be directed, in writing, to: Elizabeth Grajales at elizabeth.grajales@phoenix.gov. To be considered, such questions must be received at the above email address by Monday October 20, 2015, 12:00 noon (local Arizona time).

f. If a Respondent believes that any portion of this Call is ambiguous, inconsistent or contains an error, the Respondent shall promptly notify the City Contact of the apparent discrepancy before October 15, 2015. If the Respondent fails to notify the City Contact of the discrepancy before that date, the Respondent' shall be deemed to have waived any such claim of ambiguity, inconsistency or error in this Call.

2. Scope of Work

The selected artist will work closely with the ADOT engineering project design team to develop integrated artistic enhancements for a landmark pedestrian bridge. The artist and team will be expected to present concepts at community project meetings, and prepare all design plans, special provisions, cost estimates and other documents essential to constructing the bridge and its associated ramps and site improvements. To develop the bridge design, the artist and team also will be expected to review community input, the SR 202 South Mountain Freeway Landscape Architecture and Aesthetics Design Concept Report, and other information that could aid the development of a distinctive and functional landmark structure. This is a federal aid project and will be coordinated with ADOT and FHWA.

Estimated Budget

The artist's design budget will not exceed \$80,000. This amount covers all artist costs, including but not limited to any additional professional costs, such as time, travel, insurance, community engagement, communication and materials essential to completing the project work.

Applicants to this project may be considered for additional public art project opportunities advertised by the Phoenix Office of Arts and Culture in the coming year.

3. Estimated Project Timeline

October 14, 2015	Presubmittal meeting
October 30, 2015	Application Deadline 5:00 PM (local Arizona time)
November, 2015	Selection panel recommends finalists for the project.
November, 2015	Selection panel will interview finalists
January, 2016	City approval and award of contract(s)
January – July, 2016	Bridge Design and Construction Document Development
Later 2019	Bridge and Freeway Completion/Opening

4. Special Requirements

This project is open to all professional artists who live and work in the U.S. and have significant experience with complex design teams in creating exemplary three-dimensional public works. City of Phoenix employees and their immediate family members are not eligible to apply for this project.

5. Qualification Criteria

All responses to this Call will be evaluated on the basis of the 10-point system listed below. After evaluating all submissions, the City, at the request of the Evaluation Committee, may ask some or all of the Respondents to submit supplemental information or to participate in interviews.

The points will be distributed as follows:

- | | |
|---|----------|
| 1. Demonstrated quality of art and design in previous projects | 4 points |
| 2. Potential to contribute new thinking to the project | 2 points |
| 3. Proven ability to work well in a complex design team | 2 points |
| 4. Proven ability to create work in response to community/site/client needs | 2 points |

Responses to this Call must provide the requested information. Responses that don't will not be considered,

SECTION IV – EVALUATION AND SELECTION

A selection panel will be convened by the Phoenix Office of Arts and Culture. Members of the panel may include a community member, staff from the funding department, artists and arts professionals. Non-voting advisors to the panel may include project consultants and additional city staff. The final recommendation of the selection panel will be reviewed by the Public Art Committee; the Phoenix Arts and Culture Commission; a subcommittee of the City Council; and the Mayor and City Council prior to the award of contract.

SECTION V – TERMS AND CONDITIONS OF CALL

Any Respondent that submits a response to this Call shall be deemed to agree to the following terms and conditions:

1. Incurred Costs

Each Respondent will be responsible for all costs incurred in or preparing a response to this Call. All materials and documents submitted by the Respondent in response to this Call or any additional requests for materials and documents made by the City for evaluation pursuant to this Call will become the property of the City and will not be returned. The Respondent's selected to move forward in this the project may be eligible to receive assistance with costs incurred as part of this Call to Artist.

Respondents asked to provide supplemental information or participate in interviews may be eligible for financial assistance depending on project budget. Further information will be provided as deemed appropriate by the City.

2. Reservation of Rights by City

a. The City is not obligated to accept any submittal or to negotiate with any Respondent. The City reserves the right to accept submittals which are deemed most favorable and in the best interests of the City after all submittals have been examined and canvassed, to reject any or all submittals, and to be the sole judge of the Respondents best suited for the City.

b. The issuance of this Call and the acceptance of any response to this Call does not constitute an agreement by the City that any contract shall actually be entered into by the City. The City expressly reserves the right to:

- Waive any immaterial defect or informality in any Call response or proposal procedure.
- Reject any or all responses.
- Reissue a Call.
- Procure any service by any other means.
- Request additional information and data from any or all companies.
- Negotiate with any qualified Respondent.

c. The City may confirm any information provided in the Respondent's submittal.

3. Right to Disqualify

The City reserves the right to disqualify any Respondent who fails to provide information or data requested or who provides materially inaccurate or misleading information or data. The City further reserves the right to disqualify any Respondent on the basis of any real or apparent conflict of interest that is disclosed by the Respondent submitted or any other data or information available to the City. This disqualification is at the sole discretion of the City. By submission of an RFQ response hereunder, each Respondent waives any right to object now or at any future time, before anybody or agency including, but not limited to, the City Council of the City or any court as to the exercise by the City of such right to disqualify or as to any

disqualification by reason of real or apparent conflict of interest determined by the City. The City reserves the right to replace the disqualified Respondent.

4. Applicable Law

Any and all disputes arising under any contract resulting from this Call or otherwise in connection with this Call, shall be governed according to the laws of the State of Arizona, and the Respondent submitting a Call response agrees that the venue for any such action brought to enforce provisions of such a contract or other claim shall be in the State of Arizona.

5. Compliance with Laws

Each time a Respondent is selected from the Call and contracted by the City, the Respondent shall comply with all applicable laws, ordinances, statutes, rules and regulations.

6. No Verbal Agreements

No verbal agreement or conversation with any officer, agent, or employee of the City either before or after execution of any contract, if any, shall affect or modify any of the terms or obligations contained or to be contained in such contract. Any such verbal agreements or conversation shall be considered as unofficial information and in no way binding upon the City or any Respondent selected from the Call to enter into an agreement. All agreements shall be made in writing and contract changes shall be made by written amendment signed by both parties.

7. Organization Employment Disclaimer

Any contract entered into as a result of this Call shall set forth the relationship between the City and the Respondent selected from the process, and the rights and obligations of the parties shall only be those expressly set forth therein. Such Respondent will be required to agree as part of any contract entered into as the result hereof that no person supplied by it in the performance of the contract is an employee of the City, and further agrees that no rights of the City's Civil Service, Retirement or Personnel Rules accrue to any such persons. Any such Respondent shall have the total responsibility for all salaries, wages, bonuses, retirement, withholdings, worker's compensation and occupational disease compensation insurance, unemployment compensation, other benefits and taxes and premiums appurtenant thereto concerning such persons provided by such Respondents in the performance of the contract, and shall save and hold the City harmless with respect thereto.

8. Non-waiver of Liability

The City, as a public entity supported by tax monies, in execution of its public trust, cannot agree to waive any lawful or legitimate right to recover monies lawfully due it. Therefore, any Respondent submitting a Call response agrees that it will not insist upon or demand any statement whereby the City agrees to limit in advance or waive any right the City might have to recover actual lawful damages in any court of law under applicable Arizona law.

9. Fund Appropriation Contingency

The Respondents recognize that any contract entered into as a result of this CALL shall commence upon the day first provided and continue in full force and effect until termination in accordance with its provisions. The Respondents herein recognize that the continuation of any contract after the close of any given fiscal year of the City of Phoenix, which fiscal years end on June 30 of each year, shall be subject to the approval of the budget of the City of Phoenix providing for or covering such agreement item as an expenditure therein. The City does not represent that said budget item will be actually adopted, said determination being the determination of the City Council at the time of the adoption of the budget.

SECTION VI – PROTEST PROCESS

The City shall post the recommended list at: <http://phoenix.gov/vendors>. Any unsuccessful Respondent may file a protest no later than seven calendar days after the recommendation is posted on the website. All protests shall be in writing, filed with the Procurement Authority identified in this Call and include the following:

- Identification of the Call or other solicitation number
- The name, address and telephone number of the protester
- A detailed statement describing the legal and factual grounds for the protest, including copies of relevant documents
- The form of relief requested
- The signature of the protester or its authorized representative

The Procurement Authority will render a written decision within 14 calendar days after the protest is filed. The City will not request City Council authorization to award the contract until the protest process is completed.

SECTION VII – ADDITIONAL TERMS AND CONDITIONS

The following terms and conditions shall apply, be incorporated and made a part of any contract resulting from this Call:

1. Employment Disclaimer

Any Respondent that enters into a contract with the City as a result of this Call agrees it is not intended to constitute, create, give rise to, or otherwise recognize a joint venture, partnership or formal business association or organization of any kind, and the rights and obligations of the parties shall be only those expressly set forth in the contract. The Respondent shall agree that no individual performing under such contract on behalf of the Respondent will be considered a City employee, and that no rights of City Civil Service, City retirement or City personnel rules shall accrue to such individual. Such Respondent shall have total responsibility for all salaries, wages, bonuses, retirement, withholdings, worker's compensation, other employee benefits, and all taxes and premiums appurtenant thereto concerning such individual and shall save and hold harmless the City with respect thereto.

2. Legal Worker Requirements

The City is prohibited by A.R.S. § 41-4401 from awarding a contract to any Respondent who fails, or whose subcontractors fail, to comply with A.R.S. § 23 214(A). Therefore, any Respondent that enters into a contract with the City as a result of this Call agrees that:

- a. The Respondent and each subcontractor it uses warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with A.R.S. § 23-214, subsection A.
- b. A breach of warranty under paragraph a. shall be deemed a material breach of the contract and is subject to penalties up to and including termination of the contract.
- c. The City retains the legal right to inspect the papers of the Respondent or subcontractor employee(s) who work(s) on the contract to ensure that the Respondent or subcontractor is complying with the warranty under paragraph a.

3. Lawful Presence Requirement

Any Respondent that enters into a contract with the City as a result of this Call agrees that pursuant to A.R.S. §§ 1-501 and 1-502, the City is prohibited from awarding a contract to any natural person who cannot establish that such person is lawfully present in the United States. To establish lawful presence, if Respondent is a person, Respondent will agree to produce qualifying identification and sign a City-provided affidavit affirming that the identification provided is genuine. This requirement will be imposed at the time of contract award. This requirement does not apply to business organizations such as corporations, partnerships or limited liability companies.

4. Transactional Conflicts of Interest

Each Respondent that enters into any contract resulting from this Call submittal agrees that the contract is subject to cancellation by the City pursuant to the provisions of A.R.S. § 38-511.

5. General Insurance Requirements

The selected artist(s) shall procure and maintain until all of its obligations have been discharged, including any warranty periods under this Agreement are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the Services hereunder by the Artists, its agents, representatives, employees or subcontractors. The insurance requirements herein are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement. The City in no way warrants that the minimum limits contained herein are sufficient to protect the Artists from liabilities that might arise out of the performance of the Services under this Agreement by the Artists, its agents, representatives, employees or subcontractors and the Artists is free to purchase additional insurance as may be determined necessary.

A. COVERAGE LIMITS

The selected artist(s) shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a “following form” basis.

1. Commercial General Liability – Occurrence Form

The policy shall include bodily injury, property damage and broad form contractual liability coverage.

General Aggregate	\$2,000,000
Products – Completed Operations Aggregate	\$1,000,000
Personal Injury	\$1,000,000
Each Occurrence	\$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: "The City of Phoenix shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Artists. "
- b. Artist’s subconsultants shall be subject to the same minimum requirements identified above.

2. Worker's Compensation and Employers' Liability

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$100,000
Disease – Each Employee	\$100,000
Disease – Policy Limit	\$500,000

- a. The policy shall contain a waiver of subrogation against the City of Phoenix.
- b. Artist’s subconsultants shall be subject to the same minimum requirements identified above.
- c. This requirement shall not apply when a contractor or subcontractor is exempt under A.R.S. § 23-901, AND when such contractor or subcontractor executes the appropriate sole proprietor waiver form.

3. Automobile Liability

Bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL) \$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: "The City of Phoenix shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Consultant, including automobiles owned, leased, hired or borrowed by the Consultant".
- b. Consultant's subconsultants shall be subject to the same minimum requirements identified in this section.

B. ADDITIONAL INSURANCE REQUIREMENTS

The policies shall include, or be endorsed to include, the following provisions:

1. On insurance policies where the City is named as an additional insured, the City shall be an additional insured to the full limits of liability purchased by the Artists even if those limits of liability are in excess of those required by this Agreement.

2. The Artist's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.