



REQUEST FOR QUALIFICATIONS ANNOUNCEMENT

Dated: June 6, 2013

The City of Arlington ("City") is seeking a response to this Request for Qualifications (RFQ) from artists interested in providing professional services needed for the design and construction of a sculpture to be located in Richard Greene Linear Park or Robert Cluck Linear Park.

Qualifications, in accordance with the specifications and scope of work below, will be accepted until 5:00 p.m. on July 12, 2013.

GENERAL INFORMATION

The City of Arlington reserves the right to accept or reject any or all submittals and to accept only those that are in the best interest of the City.

There is no expressed or implied obligation for the City to reimburse responding firms for any expenses incurred in preparing responses to this request.

To be considered, **one (1) original (so marked) and five (5) copies** of the response must be received prior to the due date and time. In addition to qualifications of the artist, a photograph or photocopy of the proposed art (multiple sculptures are acceptable) or a rendering of the proposed art concept, should be provided.

During the evaluation process, the evaluation committee reserves the right, where it may serve the City's best interest, to request additional information or clarification from responders, or to allow corrections of errors or omissions. At the discretion of the committee, artists submitting responses may be requested to participate in an interview as part of the evaluation process.

The City reserves the right to retain all responses and to use any ideas included in a response regardless of whether that response is selected. Submission of a response indicates acceptance by the firm of the conditions contained in this Request for Qualifications, unless clearly and specifically noted in the response and confirmed in the contract between the City and the artist selected. All artwork purchased by the city will become property of the City of Arlington.

The prospective artist certifies, by submission of their qualifications, that neither the artist nor his or her principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal, state, or local department or agency.

PROJECT OVERVIEW

In 2012, City Council identified four strategic priorities for the city. These areas of focus included Building a Thriving Community; Support Quality Education; Enhance Regional Mobility; and Define an Identifiable Brand. This project will support "Defining an Identifiable Brand". The

project includes development of a *Sculpture Trail in Richard Greene Linear Park and Robert Cluck Linear Park*. This project has been selected and supported by city leadership as contributing to the enhancement of the city's brand. It is anticipated that funding will be appropriated annual to support art for this project.

Arlington's Entertainment District has seen significant growth and activity over the last couple of years with the construction of Cowboys Stadium and the Texas Rangers World Series playoffs. Capitalizing on this increase in sports excitement, the City has developed plans for a themed sculpture trail at Richard Greene Linear Park and Robert Cluck Linear Park located adjacent to both mega venues. This themed trail will ultimately become a tourist destination for art and sports fans alike.

PROJECT SCOPE

This RFQ solicits interest from artists with experience in outdoor sculpture or related talents who can provide the services and expertise to successfully complete the first artwork for the sculpture trail.

The sculpture trail will circle the ponds at Richard Greene Linear Park (adjacent to the Rangers Ballpark in Arlington) and Johnson Creek in Robert Cluck Linear Park (adjacent to Cowboys Stadium). The purpose of the trail is to energize the public space by serving as a nationally recognized tourist destination for sports and art enthusiasts alike. Sculptures will memorialize significant people and/or events that take place within the Entertainment District. The art may, but does not have to, reflect the look and feel of an event such as a logo of Super Bowl XLV or a bronze statue of Michael Young. Artwork can be abstract and non-related to sports. Artwork will reflect different themes, genres, styles and compositions to appeal to a diverse audience. A plaque will be placed adjacent to the sculpture describing its meaning, purpose and thought as it relates to the desired theme, in this case "***Community Spirit***".

Each art installation will be placed to also encourage appreciation of the open space, landscape, water features, environmental sculpture and stadium backdrops. Original estimates anticipate a minimum of 15 permanent sculptures placed strategically throughout the park, with a yet to be identified amount of space allocated for rotating sculptures. The trail will become just one part of the Entertainment District experience featuring artwork, plazas, unique lighting and signage that celebrates events and educates visitors to the park.

The sculpture trail will be completed with the assistance of a consultant (Schrickel Rollins and Associates) to assist in the formal design of the new sculpture trail, placement of permanent and temporary sculptures as well as the construction drawings for the infrastructure for the first piece of artwork to be installed on the trail.

ABOUT THE PROJECT

1. Funding for this artwork is being provided from the FY2013 and FY 2014 Operating Budget. Respondents to this RFQ should assume that funding is limited, and it is unlikely that available funding will exceed \$200,000.
2. The theme for this first sculpture is "***Community Spirit***". The proposed sculpture must express this theme. The existence of the Rangers Ballpark in Arlington, Cowboys

Stadium, and other Entertainment District investments is a result of the “Can Do” attitude and support of Arlington residents. The City wants to capture aura and history behind this attitude in the first sculpture.

3. The sculpture will serve as a visual landmark and should be distinctive through design, size, etc.
4. The sculpture should be completed and installed by March 10, 2014. The sculpture will be unveiled at the 2014 Art on the Greene Art Show that will take place in Richard Greene Linear Park, March 21-23.
5. The general location of the sculpture has been identified in “Attachment A”. A site plan will be created in cooperation with Schrickel Rollins and Associates once the artist has been selected.

ROLE OF ARTIST

The artist will furnish all required labor, materials, supplies, and travel required in connection with the artwork. The RFQ should provide sufficient information to demonstrate the artist’s ability to provide creative and artistic talent for the project.

INSURANCE REQUIREMENTS (IN THE MINIMUM OF)

The successful bidder shall submit evidence of required insurance on an original ACORD certificate or a Texas Department of Insurance-approved form at time of request. The bidder will have no longer than fifteen (15) calendar days following notification of award to submit the required Acord form identifying The City as an additional insured to all applicable coverage, including materials, equipment, or supplies provided by the City. A current Acord form must be submitted upon policy changes, renewal, or upon request by the City. The City reserves the right to require or receive any additional documents necessary to confirm that the insurance requirements are being met, including but not limited to, policies and endorsements.

A certificate of insurance is not required at the time of the bid. However, an insurance certificate is required to be on file prior to start of any work.

1. **Commercial General Liability:** \$1,000,000.00 per occurrence, \$1,000,000.00 products/completed operations and \$2,000,000.00 general aggregate for bodily injury, personal injury and property damage. This policy shall have no coverage removed by exclusions.
2. **Automobile Liability:** \$1,000,000.00 combined single limit per accident for bodily injury and property damage. Coverage should be provided for any auto, or hired and non-owned vehicles.
3. **Workers' Compensation and Employers' Liability:** Statutory. Employers’ Liability policy limits of \$1,000,000.00 for each accident, \$1,000,000.00 policy limit – disease, \$1,000,000.00 each employee - disease.
4. **Professional Liability Insurance:** Contractor shall obtain and maintain at all times during the prosecution of the work under this Agreement professional liability insurance. Limits of liability shall be \$1,000,000 per claim. Contractor shall maintain this policy for a period of four (4)

years after the completion of the project or shall purchase extended reporting period or “tail” coverage insurance.

Other Insurance Provisions

1. The City, its officials, employees and volunteers shall be named as an additional insured with a waiver of subrogation in favor of the City on the Commercial General Liability and Automobile Liability Insurance policies. These insurance policies shall contain the appropriate additional insured endorsement signed by a person authorized by that insurer to bind coverage on its behalf.
2. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits, or materially changed, except after thirty (30) days prior written notice has been provided to the City. If the policy is cancelled for non-payment of premium, only ten (10) days notice is required.
3. Insurance is to be placed with insurers with an A.M. Best rating of no less than A:VII. The company must also be duly authorized to transact business in the State of Texas.
4. Workers' Compensation and Employers' Liability Coverage: The insurer shall agree to waive all rights of subrogation against the City, its officials, employees, and volunteers for losses arising from the activities under this contract.
5. Certificates of Insurance and Endorsements effecting coverage required by this clause shall be forwarded to:

Financial Services/Purchasing Division
Mail stop 63-0810
City of Arlington
P. O. Box 90231
Arlington, Texas 76004-3231

6. Workers' Compensation Insurance Coverage
 - a. **Certificate of coverage** ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83 or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.
 - b. **Duration of the project** - Includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.
 - c. Persons providing services on the project ("subcontractor" in Section 406.096) - Includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the

contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries and delivery of portable toilets.

- d. The contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.
- e. The contractor must provide a certificate of coverage to the City prior to beginning work on the contract.
- f. If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, file a new certificate of coverage with the City showing that coverage has been extended.
- g. The contractor shall obtain from each person providing services on a project, and provide to the City:
 - i. a certificate of coverage, prior to that person beginning work on the project, so the City will have on file certificates of coverage showing coverage for all persons providing services on the project; and
 - ii. no later than seven (7) days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
 - iii. The contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.
 - iv. The contractor shall notify the City in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
 - v. The contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

- vi. The contractor shall contractually require each person with whom it contracts to provide services on a project, to:
 - (1) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;
 - (2) provide to the contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;
 - (3) provide the contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - (4) obtain from each other person with whom it contracts, and provide to the contractor a certificate of coverage, prior to the other person beginning work on the project; and a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - (5) retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter;
 - (6) notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
 - (7) contractually require each person with whom it contracts, to perform as required by paragraphs (1)-(7), with the certificates of coverage to be provided to the person for whom they are providing services.

- h. If selected and entering into a contract or providing or causing to be provided a certificate of coverage, the contractor is representing to the City that all employees of the contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

- i. The contractor's failure to comply with any of these provisions is a breach of contract by the contractor which entitles the City to declare the contract void if the contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the City.
7. Any of the insurance policies required by the city may be written in combination with any of the others, where legally permitted, but none of the specified limits may be lowered thereby.
8. Companies issuing the insurance policies and contractor shall have no recourse against CITY for payment of any premiums, or assessments for any deductible, as all such premiums are the sole responsibility and risk of contractor.
9. Approval, disapproval or failure to act by CITY regarding any insurance supplied by contractor (or any subcontractors) shall not relieve contractor of full responsibility or liability for damages and accidents as set forth in the Contract documents. Neither shall the insolvency or denial of liability by the insurance company exonerate contractor from liability.
10. All liability policies required herein shall be written with an "occurrence" basis coverage trigger.

ROLE OF THE CITY

The City will make available copies of any relevant reports, studies, or other resources as may be needed for completion of the project.

Foundation and landscaping will be completed by the City of Arlington in cooperation with the artist to meet the needs of the sculpture.

The City's Contract Administrator will be Gary Packan, Assistant Director of Parks and Recreation, or a designated representative, who will coordinate the services to be provided by the City to the artist. Please provide all questions in writing via email:

gary.packan@arlingtontx.gov.

REQUEST FOR QUALIFICATIONS

Responses to this RFQ should be provided in the following numbered format as listed below. No more than 25 pages in total should be submitted for the project.

1. Provide a narrative along with a drawing, photograph or model illustrating the concept, including supplemental information such as medium and approximate dimensions of the proposed sculpture(s). The narrative should convey the theme of "**Community Spirit**" with the artistic intent, colors, style of work, method of installation, etc...
2. Provide a brief description of the artist, including the number of years the artist has been practicing, range of professional services and studio location.
3. Timetable for fabrication and installation (sculpture must be completed and installed by March 10, 2014).
4. Maintenance plan for the artwork.

5. The City is interested in the experience of the artist on similar projects. Please provide information regarding two (2) to three (3) similar projects completed within the last ten (10) years, and include the following items in the narrative:
 - project name and location
 - year completed
 - owner representative's name, title, address, and phone number
 - project description
 - name of project manager and members of the project team
6. Identify the project's principal contact (or artist) and contact information.
7. For each of the key project participant, provide related work experience, education, training, and any other pertinent data that would demonstrate competence and experience in this type of work. This portion of the submittal shall include a resume for the artist(s). Please note if any proposed individual would be a subcontractor or consultant to the lead artist. Explain the artist's past experience with each subcontractor listed. No change in the proposed key personnel or subcontractors will be approved without express written consent of the City.
8. Describe your recommended project approach to complete the project. Describe a process or project that was used in the past to successfully complete a similar project.
9. The artist should list and describe any prior or ongoing engagements or professional relationships that would constitute a potential conflict of interest, together with a statement explaining why such relationships do not constitute a conflict of interest relative to performing the proposed project. The artist agrees that the artist and its officers, employees, and subcontractors will have no interest, including personal financial interest, and will acquire no interest, either directly or indirectly, that will conflict in any manner with the performance of the services called for under this RFQ.
9. An affirmative statement should be included indicating that the firm and all assigned key professional staff are properly registered/licensed to practice in the State of Texas.
10. Identification of Potential Problems
The response should identify and describe any potential problems, the firm's approach to resolving these problems, and any special assistance that will be requested from the City.

CRITERIA FOR EVALUATION OF QUALIFICATIONS

- Professional background and qualifications
- Proposed sculpture based on the theme of "**Community Spirit**" as outlined in this document
- Previous experience on similar projects
- Reputation for personal and professional integrity and competence
- Quality and completeness of prior work
- Reference of previous clients

- Capability to perform all aspects of the project
- Capability to meet all deadlines and schedules
- Thorough narrative and graphic timeline that details the proposed project approach
- Description of methodology to be used in completing the required work

PROJECT TIMELINE

RFQ released	June 6, 2013
Deadline for submissions	July 12, 2013
Selection of finalist	September 2, 2013 (or sooner)
Installation completed	March 10, 2014

CONSULTANT SELECTION PROCESS

Qualifications will be evaluated by City of Arlington staff and Entertainment District stakeholders. The committee will shortlist **two to three (2-3)** artists, using the above criteria, whose responses best demonstrate the competence and qualifications desired for this project. Each firm will be interviewed by the selection committee.

Upon final selection, the artist will participate in the final development of the project’s structure, scope, sequence, and timeline for completion, and any other performance measures required to meet the indicated contractual responsibilities. A formal contract will be executed through the Arlington City Attorney’s Office, with coordination through the City of Arlington Parks and Recreation Department.

SUBMISSION OF QUALIFICATIONS

Submit qualifications, **one (1) original (so marked) and five (5) copies** to the address below:

Parks and Recreation
Gary Packan
717 West Main Street, Arlington, TX 76013
817.459.5496
gary.packan@arlingtontx.gov

NOTE: Absolutely no faxed or e-mailed qualifications will be accepted. The City of Arlington shall not consider any request for extension of the deadline for qualifications.

SIGNATURE SHEET

My signature certifies that the proposal as submitted complies with all Terms and Conditions as set forth in City of Arlington RFQI #CM12-09.

My signature also certifies that the accompanying proposal is not the result of, or affected by, any unlawful act of collusion with another person or company engaged in the same line of business or commerce, or any act of fraud punishable under Texas statutes.

My signature also certifies that this firm has no business or personal relationships with any other companies or persons that could be considered as a conflict of interest or potential conflict of interest to the City of Arlington, and that there are no principals, officers, agents, employees, or representatives of this firm that have any business or personal relationships with any other companies or persons that could be considered as a conflict of interest or a potential conflict of interest to the City of Arlington, pertaining to any and all work or services to be performed as a result of this request and any resulting contract with the City of Arlington.

I hereby certify that I am authorized to sign as a Representative for the Firm:

Complete legal name of firm: _____

Address: _____

Fed ID No. _____

Signature: _____

Name (type / print): _____

Title: _____

Telephone: (____) _____

Fax No. : (____) _____

Date: _____

To receive consideration for award, this signature sheet must be returned to the office of the Parks and Recreation Department as a part of your response to the RFQ.