# ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS

# **PUBLIC ART CALL TO ARTISTS**

for the

# CTA 23-396-LC Stained Glass Art for future Court Services Building



Submittal Deadline:

Wednesday, January 18, 2023 2:00 pm

Any response received after the above submittal deadline will not be considered.

# **Purpose**

The Alachua County Arts Council ("the Committee") invites artists or artist teams to respond to this Call to Artists for a Court Services stained-glass installation for the new Court Services building (rendering pictured below.)



#### **Background**

The mission of the County public arts program is "to enhance the quality of the visual environment in Alachua County, thereby adding to the quality of life and the level of citizen awareness of the importance of aesthetic experience in their everyday lives."

The mission of Alachua County Court Services is "To promote justice, fairness, and equity while preserving public safety." Their Vision Statement is "We strive to remain professional, transparent, and responsive to our criminal justice partners and community stakeholders."

The stained glass will be installed in coordination with the construction of the new Court Services building. The construction should be complete in the spring of 2025. The stained-glass window installation will be approximately 24' high x 16' wide. The project is located at xxx, Gainesville, FL

# **Eligibility**

This call is an open call to all artists and student artists who have prior experience with stained glass.

# **Deadline**

Submittals must be uploaded to Monochronicle.com by **Wednesday**, **January 18**, **2023**. Failure to comply with the required documentation will deem an artist non-responsive.

#### Budget

The budget for this project is \$60,000, which includes, but is not limited to, artists fees, other consultants' and subcontractors' fees, insurance conforming to Alachua County Board of County Commissioners standards, engineering, materials fabrication, transportation, installation (including any site modification), and post-installation documentation.

#### **Project Details**

The Evaluation Team will consist of a group of interested stakeholders and the Alachua County Arts Council. This artwork will be a stained-glass installation inspired by the Court Services mission listed above. It will be installed in coordination with the construction of the new Court Services building.

#### Location

The new Court Services building is located at SW 2nd Street, Gainesville FL, 32601.

# **Proposal Requirements**

Please review the score sheet prior to completing the proposal and note that some of the requirements must be met at a minimum level or the proposal will not be considered.

- 1. A resume that includes your:
  - Name, address and contact information,
  - Credentials
  - o Experience
  - Awards
  - Name and contact information of three (3) references who are prior clients (include the name of the project).
- 2. A total of three (3) digital photos of stained glass. The photos should be of the same art installation, both close up and distant, showing details, height and different views of the work.

# **Inquiries**

All questions and inquiries must be sent via email to Leira Cruz Cáliz, Procurement Agent at <a href="mailto:lcruzcaliz@alachuacounty.us">lcruzcaliz@alachuacounty.us</a>. Reponses to questions and inquiries will be advertised via addenda.

#### **Independent Artist**

In the performance of this Agreement, the Artist is acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venturer, or associate of the County. The Artist is solely responsible for the means, method, technique, sequence, and procedure utilized by the Artist in the full performance of this Agreement.

#### **Alachua County Minimum Wage**

The Work performed through this Agreement is considered covered services under Chapter 22, Article III, of the Alachua County Code of Ordinances ("Wage Ordinance"), which establishes a government minimum wage for certain contractors and subcontractors providing selected services to Alachua County government. "Covered Employees," as defined in Sec. 22.45 of the Wage Ordinance, are those employees directly involved in providing covered services pursuant to this Contract. The County may amend the applicable Minimum Wage on or before October 1<sup>st</sup> of each year.

- 1.1. Current required Alachua County Government Minimum Wage is \$15.00 per hour when health benefits are provided at the equivalent value of \$2.00 per hour and \$17.00 when health benefits are not provided (collectively, the "Minimum Wage").
- 1.2. The County may amend the applicable Minimum Wage on or before October 1st of each year.
- 1.3. The Artist must provide certification, **Exhibit B**, to the County that it pays each of its employees the Alachua County Government Minimum Wage, as well as ensuring that it will require the same of its subcontractors throughout the duration of the Agreement.
- 1.4. The Artist shall prominently display a copy of the Wage Ordinance where it is easily seen by covered employees and supply to covered employees upon request. Additionally, the Artist is responsible to make any person submitting a bid for a subcontract for covered services aware of the requirements.
- 1.5. Failure to comply with the provisions of the Wage Ordinance will be deemed a breach of contract and authorize the County to withhold payment of funds in accordance with Chapter 218, Florida Statutes.

The Artist will include the necessary provisions in subcontracts to ensure compliance. However, the County shall not be deemed a necessary, or indispensable, party in any litigation between the Artist and subcontractor

# **Selection Process**

Please review the scoring rubric below prior to completing your proposal. All information must be provided in order to be considered complete.

Quality of Resume	0-10 points
Likelihood that artist can successfully complete the art with the	0-15 points
available funding. Have they finished past projects within budget?	
Maintenance requirements. Permanence of the art in light of	0-10 points
environmental site conditions. Additional maintenance and how	
often?	
Artistic quality of submitted materials	0-55 points
Creativity	0-10 points
Artist is an Alachua County Resident	Provided by Procurement

The Evaluation Team will review the submittals and invite the top 2-3 artists to develop a conceptual sketch of the bronze sculptures. The selected artists will each be paid \$150 for their sketch. Sketches will be due within 30 calendar days of notification.

The sketches will then be presented to the Board of County Commissioners for final selection of the artist who will be commissioned to complete the artwork. The Commission may also choose to reject all submissions and readvertise the Call to Artists

#### **EXHIBIT A**

TYPE "A" INSURANCE REQUIREMENTS

"ARTISAN CONTRACTORS / SERVICE CONTACTS"

The Contractor shall procure and maintain for the duration of this contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the contractor/vendor, his agents, representatives, employees or subcontractors.

#### COMMERCIAL GENERAL LIABILITY

Coverage must be afforded under a per occurrence form policy for limits not less than \$1,000,000 General Aggregate, \$1,000,000 Products / Completed Operations Aggregate, \$1,000,000 Personal and Advertising Injury Liability, \$1,000,000 each Occurrence, \$50,000 Fire Damage Liability and \$5,000 Medical Expense.

#### **AUTOMOBILE LIABILITY**

Coverage must be afforded including coverage for all Owned vehicles, Hired and Non-Owned vehicles for Bodily Injury and Property Damage of not less than \$1,000,000 combined single limit each accident.

#### WORKERS COMPENSATION AND EMPLOYER'S LIABILITY

Coverage to apply for all employees at STATUTORY Limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the USA Longshoremen & Harbor Workers Act.

Employer's Liability limits for not less than \$100,000 each accident; \$500,000 disease policy limit and \$100,000 disease each employee must be included.

# BUILDER'S RISK / INSTALLATION FLOATERS (when applicable)

When this contract or agreement includes the construction of and/or the addition to a permanent structure or building; including the installation of machinery and/or equipment, the following insurance coverage must be afforded:

Coverage Form: Completed Value, All Risk in an amount equal to 100% of the value upon completion or value of equipment to be installed.

When applicable: Waiver of Occupancy Clause or Cessation of Insurance clause. Flood Insurance as available under the

National Flood Insurance Program.

EMPLOYEE FIDELITY COVERAGE (only applicable to vendors whose employees handle funds)
Employee Dishonesty coverage must be afforded for not less than \$500,000 Blanket all employees ISO Form

#### OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

#### I Commercial General Liability and Automobile Liability Coverages

- a. The Alachua County Board of County Commissioners, its officials, employees and volunteers are to be covered as an Additional Insured as respects: Liability arising out of activities performed by or on behalf of the Contractor/Vendor; to include Products and/or Completed Operations of the Contractor/Vendor; Automobiles owned, leased, hired or borrowed by the Contractor.
- b. The Contractor's insurance coverage shall be considered primary insurance as respects the County, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officials, employees or volunteers shall be excess of Contractor/Vendor's insurance and shall be non-contributory.

# **II All Coverages**

The Contractor/Vendor shall provide a Certificate of Insurance to the County with a notice of cancellation. The certificate shall indicate if cover is provided under a "claims made" or "per occurrence" form. If any cover is provided under claims made from the certificate will show a retroactive date, which should be the same date of the contract (original if contact is renewed) or prior.

# **SUBCONTRACTORS**

The Contractor/Vendor shall be responsible for all subcontractors working on their behalf as a condition of this agreement. All subcontractors of the Contractor/Vendor shall be subject to the same coverage requirements stated herein.

CERTIFICATE HOLDER: Alachua County Board of County Commissioners MAIL, EMAIL or FAX CERTIFICATES

The Certificate of Insurance must contain the following:

Department Contact: Gina Peebles Department: County Manager's Office Dept. Contact Phone: 352-538-8265

Dept. Contact Email: gpeebles@alachuacounty.us

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# **EXHIBIT B**

Certification of Meeting Alachua County Wage Ordinance

The undersigned certifies that all employees, contracted and subcontracted, completing services as part of this Agreement are paid, and will continue to be paid, in accordance with Chapter 22, Article III of the Alachua County Code of Ordinance ("Wage Ordinance").

Corporate Name:	
Address	
City/State/Zip	
Phone Number	
Point of Contact	_
Project Description:	
CONTRACTOR	
ATTEST (By Corporate Officer)	
Ву	Ву
Print:	Print:
Title:	Title:
Date:	

INCORPORATED OR ARE OTHERWISE NOT A NATURAL PERSON, PLEASE PROVIDE A CERTIFICATE OF INCUMBANCY AND AUTHORITY, OR A CORPORATE RESOLUTION, LISTING THOSE AUTHORIZED TO EXECUTE CONTRACTS. IF A NATURAL PERSON, THEN YOUR SIGNATURE SHOULD BE NOTARIZED. SAMPLE FORMATS FOR NOTARY ARE AVAILABLE ON THE INTRANET UNDER THE PURCHASING/PROCUREMENT SECTION