



**BEAUTIFICATION
ARTS & SCIENCES**
CITY OF FLAGSTAFF

Call to Artists

SOLICITATION FOR: Temporary 3D Artwork(s) at Elizabeth “Liz” C. Archuleta County Park

SOLICITATION NO: 2024-180

CLOSING DATE & TIME: Tuesday, **July 2, 2024**, 5 pm (Arizona Time)

PRE-APPLICATION MEETING DATE & TIME: Tuesday, **June 18, 2024**, noon-1:30 pm (Arizona Time)

PRE-APPLICATION MEETING REQUEST: Request remote meeting link from **Cristen Crujido, Project Administrator**, Cristen.Crujido@Flagstaffaz.gov no later than Monday, June 17, 2024, 5pm (AZ Time)

APPLICATION SUBMITTED TO: **Cristen Crujido, Beautification, Arts & Sciences Project Administrator**
Cristen.Crujido@Flagstaffaz.gov Subject Line: Temporary 3D Park Proposal

CITY NEEDS: The City of Flagstaff seeks proposals for large-scale, three-dimensional (3D) sculptures for a **temporary outdoor exhibition, May 2025 through March 2026**, at the Elizabeth “Liz” C. Archuleta County Park. Sculptures may be existing or newly created artworks. Ownership is retained by the artist.

FUNDING: The exhibition is funded by the Arts & Sciences Allocation of the Bed, Board & Beverage tax revenues for an Indigenous Representation project.

REQUIREMENTS, PRE-APPLICATION MEETING & QUESTIONS: All questions and submissions are to be electronic and sent via email to Cristen Crujido, Cristen.Crujido@Flagstaffaz.gov. For questions to be answered, they must be **received three (3) calendar days prior to the closing date** and time of **Tuesday, July 2, 2024, 5 pm** (Arizona Time). The Pre-Application meeting is an opportunity to have inquiries responded to by the City.

PROJECT VISION

The exhibition will feature 3D artworks that reflect and make visible aspects of Indigenous and other diverse cultural representation, including Black and Latinx art. Selected artworks can advance essential perspectives and narratives through a myriad of ways. The artwork could embody or include cultural traditions: iconography; storytelling; or connection to nature, land, or community. The aspiration is that each sculpture will prompt appreciation, conversation, and interaction. This annual exhibition will solidify the Elizabeth “Liz” C. Archuleta County Park as an outdoor sculpture venue in northern Arizona.

PROJECT SPECIFICATIONS

The 3D artwork must be suitable for exterior locations and must be able to withstand exposure to the outdoor elements, including Flagstaff’s monsoon season lasting late June through August. If sculptures incorporate lighting, they shall be in accordance with dark sky standards. Living sculptures

shall not require maintenance by the City of Flagstaff or Coconino County. The Elizabeth “Liz” C. Archuleta County Park is a moderate traffic area, including children so the 3D must not pose a hazard to park visitors. Standard things to avoid are sharp edges, openings that a finger or head could get caught in, easy climb-ability.

The artist will be responsible to provide all manpower, equipment, and power requirements to install the 3D artwork and to seek any required permits. Other than what is present on site, no additional foundations or bases will be provided. Each artist is responsible for providing sufficient anchoring hardware for the sculpture(s) and for coordinating with the City of Flagstaff and Coconino Parks to finalize installation. If structural engineering is required by the City of Flagstaff, the City will provide it at City expense.

PROJECT SITE

Located at 703 E. Sawmill Road in Flagstaff, AZ, the Elizabeth “Liz” C. Archuleta County Park provides educational and recreational opportunities for residents and visitors of Flagstaff. The community park features a playground, wildlife habitat gardens, access to the Flagstaff Urban Train System, amphitheater, and public art. An environmental and aesthetic amenity, the two-acre park resides on a "brownfield" where one of Flagstaff's first sawmills operated from 1908 to 1993. The logging and lumber industry shaped the structure of Flagstaff by attracting Indigenous, Mexican, African American, Swedish, Polish, and Italian families to work at the mills. Public artworks are already incorporated into the landscape and include a storybook pathway, large-scale mosaic, and a 65-foot-long art wall featuring Indigenous, Black and Latinx iconography and imagery that highlights the neighborhood's cultural vibrancy.

Neighboring residents include the racially diverse and historic Southside community, young professionals, and students at Northern Arizona University. The park is also frequented by individuals and families of the nearby Coconino County Juvenile Court and Coconino County Detention Facility who speak to the soothing and healing experiences of being enveloped in nature.

Park visitors can enjoy environmental education programs provided by the Willow Bend Environmental Education Center, an award-winning nonprofit organization whose mission is to provide educational outreach services that build environmental awareness and an ethic of responsible stewardship of natural and cultural resources. The Center includes outdoor classrooms, gardens, and a watchable wildlife platform.

The park is adjacent to Aspen Place at the Sawmill, a mixed-use commercial development featuring shopping, dining, and entertainment.

The Elizabeth “Liz” C. Archuleta County Park was recently awarded the Crescordia Award for Environmental Education and Communication as well as the Award of Distinction for Art in Public Places by Arizona Forward.

ART LOCATION

Sculptures will be located on one of five circular concrete pads, measuring 8 feet in diameter, along a sculpture walk.



Site Map/Aerial View



Sculpture Walk, *Offering to Dookó'oslííd* by Lance Yazzie, *Blue Bird* by Oliverio Balcells

VENDOR ELIGIBILITY

Local, regional, and national artists, 18 years or older, are eligible. Artists in traditionally and historically underrepresented groups are encouraged to apply. Art galleries and other lending art institutions are also eligible to loan existing work.

PROJECT BUDGET

Payment to the artist for the **loan of their newly commissioned or existing artwork is up to \$25,000** for each of the five sculpture pads. The total budget must cover all expenses including but not limited to:

- All costs, including supplies and materials necessary for design, fabrication, and installation for completing this project.
- Artist or loan fee
- A contingency amount of 5%
- Taxes and insurance

When drafting your budget to be included in your proposal, consider how the artwork will be installed, including manpower, equipment needs, and power requirements (if any) and whether you will need a professional installer. Consider what insurance you might need to get, and what your transportation costs will be.

Budget does not need to include structural engineering. If the City determines this is required, it will pay for the structural engineer.

ESTIMATED SCHEDULE

Schedule is subject to change.*

- | | |
|-----------------------------------|--|
| • May 29, 2024 | Announcement of Call to Artists |
| • June 18, 2024 | Pre-Application Meeting |
| • July 2, 2024 | Submission Deadline |
| • By August 2, 2024 | Selection Panel Review and Scoring of Proposals |
| • By August 12, 2024 | BPAC Approval and Notification of Artists Selected |
| • By August 30, 2024 | Contract Offer |
| • By October 1, 2024 | Notification to Proceed |
| • May 1-11, 2025 | Sculpture Installation |
| • May 16, 2025 (Tentative) | Exhibition Opening & Public Reception |
| • March 15-31, 2026 | Deinstallation of Artwork |

*The City of Flagstaff reserves the right to alter the above dates as necessary. Where nonperformance is caused by usual and natural consequences of external forces, installation schedule shall be adjusted accordingly.

SUBMISSION REQUIREMENTS

Each artist may submit up to two (2) proposals for consideration.

The following separate, attachments must be submitted for each proposal as specified below:

1. A **statement of interest** in PDF format in a minimum. The statement should include qualifications, a proposal description and general project approach (not to exceed 700 words in a minimum of 11-point font). Include at the bottom of the page **contact information** (name, phone, email address, and mailing address).
2. A detailed proposed **project budget** in PDF format in a minimum of 11-point font.
3. **Visual renderings of the proposed 3D artwork.** This could be up to seven (7) images of an existing artwork; sketches for or a model of a newly created artwork. If submitting images, it is preferable to place in a PowerPoint, one (1) image per slide, plain black background, and no words; however, if an applicant does not have PowerPoint, separate JPGS are allowed.
4. An **image list of existing artwork to be loaned** in PDF format with the title, year of completion, materials used, dimensions, weight, and support/anchoring components. **If submitting proposal sketches or model**, please provide a separate short description of proposed dimensions, materials, weight, and support/anchoring components as your image list.

Optional: Up to 3 Images of completed representative **past work**, one (1) image per slide, plain black background, and no words; however, if an applicant does not have PowerPoint, separate JPGS are allowed. Plus, an image list.

Email application materials as attachments to: Cristen.Crujido@Flagstaffaz.gov

Total size of the email with application requirements **cannot exceed 30 MB**. Send separate emails if necessary. You will receive a notification that your application has been received within 48 hours. If you do not receive this notification, please send a separate email inquiry without attachments.

SELECTION PROCESS

A selection panel will be convened to review all submissions meeting the application requirements and deadline. The proposals will be evaluated based on submission materials. Using the specific criteria below, the selection panel will evaluate the merits of the proposals, as well as evaluate artistic quality of past work and experience with site specific public art projects and recommend five proposals and two alternates. Once recommended by the panel, the Beautification and Public Art Commission (BPAC) must approve an artist proposal before a contract will be offered and newly created artwork may begin. The City reserves the right to reject the recommended proposal.

The selection panel will be drawn from the community and may include representatives from the following commissions and councils:

- **City of Flagstaff** Beautification and Public Art Commission, Indigenous Commission, and Commission on Diversity Awareness
- **Coconino County** Parks and Rec Commission, Indigenous Peoples Advisory Council, Hispanic Advisory Council, and African Diaspora Advisory Council

Ultimate composition of the selection panel will depend on availability and desire to serve.

Evaluation Criteria for the Selection Panel to Choose Finalists

- a. 40 points: How well the proposed 3D artwork functions with other selected artworks to reflect cultural visibility and how well the artwork compliments the site in which it resides.
- b. 30 points: Originality, visual/aesthetic quality of the artwork and artistic merit of proposal.
- c. 30 points: Suitability and durability of artwork in an outdoor high desert environment, that can withstand exposure to outdoor elements, and utilization of vandalism resistant materials.

SCULPTURE IN THE PARK LOAN AND EXHIBITION AGREEMENT

This Sculpture in the Park Loan and Exhibition Agreement ("Agreement") is made and entered into by and between the City of Flagstaff, a political subdivision of the State of Arizona ("City") and _____, an individual ("Artist").

RECITALS

WHEREAS, the City Beautification, Arts and Sciences Program borrows 3D Artwork(s), either permanent or temporary, from various Artists for display at the Elizabeth "Liz" C. Archuleta County Park, a public park owned by Coconino County, located at 703 E. Sawmill Drive, Flagstaff, Arizona 86001 ("the Park"); and

WHEREAS, the City desires to borrow 3D Artwork(s) from Artist; and

WHEREAS, the City and Artist desire to enter into this Agreement in order to set forth the mutual understanding of the parties.

NOW THEREFORE in consideration of the foregoing and covenants hereinafter set forth, it is agreed as follows:

1. Loan. Artist is the owner of the 3D artwork described and shown in Exhibit A attached hereto and incorporated by reference ("3D Artwork") and desires to loan the 3D Artwork to the City for display at the Park; and Artist, as the sole owner of the 3D Artwork, hereby agrees to loan the 3D Artwork to the City for the period of time commencing May 2025 and continuing through March 2026, unless sooner terminated as provided for herein ("the Loan Period").

2. Termination. City may elect to terminate this Agreement prior to expiration of the Loan Period for any reason.

3. Loan Fee. City agrees to pay Artist a loan fee in the amount of up to \$25,000 and 00/100 as set forth in the budget attached as Exhibit B. This loan fee is the only consideration that City will provide to the Artist; City is not responsible if Artist's costs exceed the loan fee. Artist is not responsible for returning any portion of the loan fee in the event of early termination of this License. Payment shall be made in three installments.

4. Artist's Warranties and Representations. Artist represents and warrants that he/she: a) is the owner of the 3D Artwork and all intellectual property rights in the 3D Artwork; and b) has full authority to loan the 3D Artwork and grant the rights provided in the Agreement. Artist further represents and warrants that nothing in the 3D Artwork defames any person or entity, infringes any copyright or otherwise violates the rights of any third party.

5. Durability of Sculpture. Artist represents and covenants that the 3D Artwork is made of material that withstands the weather and climate in the area. Temperatures may dip below freezing or exceed 90 degrees. Hail and rain are common. The 3D Artwork will be exposed to ultra-violet radiation in excess of UV Index 11 (extreme) during summer months.

The Artist assumes all responsibility and risk for any deterioration or weathering caused to the 3D Artwork as a result of its loan to the City.

6. Public Safety. The Elizabeth “Liz” C. Archuleta County Park is a moderate traffic area, including rambunctious children and college students so the 3D Artwork must not pose a hazard to park visitors. Sculpture shall have no sharp edges, openings that a finger or head could get caught in, shall not be climbable, and shall be able to withstand efforts by one or more people to push it over.

7. Placement of the 3D Artwork. City will determine a location for the exhibition of the 3D Artwork at the Park. Based upon information about the location supplied by the City, Artist will provide a sketch of any required physical support base and the method of attachment to existing concrete pad construction (“Artist Installation Methods”). Once approved by the City, the Artist will modify the 3D Artwork, if necessary, with any required elements to attach the 3D Artwork to the existing concrete pad construction. The Artist Installation Methods are attached hereto as Exhibit C.

8. Delivery of the 3D Artwork. The Artist will agree to a precise delivery date with the City. Delivery shall take place during regular business hours unless specifically agreed to by the City. The 3D Artwork will be delivered to the exhibition location and installed on the existing concrete pad or temporary sculpture base at the precise location directed by City staff. The Artist is responsible for all shipping costs as well as the cost of the delivery vehicle used to deliver the 3D Artwork to the exhibition location. The Artist is responsible for bearing all costs associated with installation of the 3D Artwork. The City will provide the hardware specifications to attach the 3D Artwork to the concrete and temporary base pads. The hardware specifications are attached hereto as Exhibit D.

9. Removal of the 3D Artwork. Artist will agree to a precise removal date with the City. Removal shall occur during regular business hours unless specifically agreed to by the City. The 3D Artwork will be removed from the exhibition location. City staff must be present. Artist will remove the 3D Artwork from the existing concrete pad construction on the pick-up date. Artist is responsible for all costs associated with removal of the 3D Artwork.

10. City Discretion. City retains sole and complete discretion regarding City’s exercise of rights granted under this Agreement. City reserves the right to move the 3D Artwork at any time, to any location within the Elizabeth “Liz” C. Archuleta County Park, or to remove the 3D Artwork at any time from the exhibition. Except during an emergency related to public safety or the safety of the 3D Artwork, the City will contact the Artist prior to moving the 3D Artwork.

11. Insurance. City will pay for Artist’s restoration of the 3D Artwork up to its stated value or ten thousand and 00/100 dollars (\$10,000.00), whichever is less, for theft or vandalism. Artist will be responsible for any repairs needed due to fabrication defects or reasonable wear and tear of the object at the Park. Artist, at its own expense, will obtain and maintain insurance meeting the City insurance requirements set forth in Exhibit E, and may obtain such additional insurance as Artist may desire related to the 3D Artwork.

12. Sale of 3D Artwork during Exhibition. Artist will be able to sell the 3D Artwork on display during the loan period. If the 3D Artwork is removed before the display has ended Artist agrees to replace the 3D Artwork with another similar 3D Artwork at its own expense for the remainder of the loan period. Artist must submit the new 3D Artwork for approval by the Beautification & Public Art Commission prior to removing the 3D Artwork to be sold.

13. Indemnification. To the fullest extent permitted by law, Artist will defend, indemnify and hold harmless City and Coconino County from and against all claims (including claims of copyright infringement), damages, losses and expenses, including reasonable attorneys' fees and costs, arising out of or resulting from the display of the art works as listed in this Agreement.

14. Notices. All notices and communications pertaining to this Agreement shall be directed as follows:

City: Jana Weldon, Program Manager
Beautification, Arts and Sciences
211 W. Aspen Avenue
Flagstaff, Arizona 86001

With copy to: Bryce Doty
City Real Estate Manager
211 W. Aspen Avenue
Flagstaff, AZ 86001

Artist: Name:
Address:
Address:
Email:
Phone:

15. Change of Address. It is the responsibility of Artist to notify City of any change of address.

16. Photographs of 3D Artwork. Artist grants City the right to photograph and distribute photographs of the 3D Artwork for non- commercial public information purposes. Photographs may appear in media releases, City newsletters, on the City of Flagstaff website, and exhibition printed matter and/or website. Artist will provide City with digital images and printed matter.

17. Governing Law. This Agreement shall be governed by and construed in accordance with the law of the State of Arizona. The parties to this Agreement agree to

comply with all applicable federal, state, and local laws, ordinances, rules and regulations pertaining to the actions contemplated by this Agreement.

18. Waiver. A party's failure, neglect or delay to enforce the provisions, rights or remedies of this Agreement will not be construed or deemed to be a waiver of such party's rights to do so and will not affect the validity of all or any party of this Agreement or prejudice such party's right to take subsequent action.

19. Entire Agreement. This Agreement, including its attachments hereto, contains the entire agreement between the Parties with respect to the subject matter, and supersedes all previous communications, representations, understandings, and agreements either oral or written, between the Parties with respect to the subject matter. This Agreement may not be modified or amended except in writing and signed by a duly authorized representative of each Party.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have executed this Agreement of the date and year of the last signature below.

CITY:

By: _____

Heidi Hansen, Economic Vitality Director

Date: _____

ATTEST:

By: _____

City Clerk

Approved as to form:

City Attorney

ARTIST:

By: _____

Date: _____

Attachments:

Exhibit A Art Description & Photographs

Exhibit B Budget

Exhibit C Artist Installation Methods

Exhibit D Hardware Specifications

Exhibit E Insurance