



Public Art Program

REQUEST FOR QUALIFICATIONS (RFQ) THALATTA PARK, 17301 OLD CUTLER ROAD PALMETTO BAY, FL 33157



Thalatta Park Site Plan

OVERVIEW

The Village of Palmetto Bay's Art-in-Public Places (AIPP) Program is seeking an artist or artistic team to execute artwork for Thalatta Park, currently under final construction phase. This project provides an opportunity to develop a public art piece that creates a strong visual identity, and contributes to the overall experience and perceptions of the site in a memorable and vital way.

The Village of Palmetto Bay is a suburban community located 30 minutes south of Downtown Miami adjacent to Biscayne Bay and Biscayne National Park. The Village is approximately nine (9) square miles in size with an estimated population of 26,000 residents.

SITE DESCRIPTION

Thalatta Park is located at 17301 Old Cutler Road and consists of a four (4) acre bay front park adjacent to the Deering Estate at Cutler, a National Historic and Archeological Site. The park will serve as a special events venue with passive gardens and fountains. The site also contains a historic 1925 Spanish/Mediterranean Villa at the entrance of the park.

ARTWORK

Up to three (3) finalists will receive a \$700 honorarium to develop a conceptual proposal for the project. Each finalist will have the opportunity to work with the project design team to determine the best opportunity for public art. Possible opportunities include the entrance plaza and surrounding landscaping and trails. The artwork shall serve as a focal point and shall create a sense of arrival onto the site, specifically at the entrance, as identified on the site plan. The proposed artwork must incorporate a water feature and /or fountain utilizing a water re-circulating system.

BUDGET

A budget of \$25,000 - \$30,000 has been allocated for this project, inclusive of all designer fees, liability insurance, administrative costs, travel, research, design, materials, fabrication, transportation, and installation and any other cost necessary for the completion of the artwork. Power and water are available on site.



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To expedite this process, this project is proposed as a “phased project”. Phase-1 will consist of artist selection with the final selected artist completing all research and design requirements for the commissioned piece. Phase-2 will be the fabrication and installation phase of the project which shall commence no later than April 2011.

SCOPE OF WORK

Phase-1

- Working with staff and the AIPP Advisory Board committee to develop a conceptual/schematic design for public art integration at the park.
- Design must:
 1. Focus on meeting project goals as described below.
 2. Be consistent with fabrication budget, as determined through discussions with staff and subcommittee.
 3. Provide smooth integration into project plans.
 4. Be completed within a tight timeframe.
 5. Medium use should have the capacity to withstand extreme temperatures and weather conditions.
 6. The proposed artwork should be compatible with the architecture of the villa and the surrounding built and natural environment.
- Create a fabrication and installation budget.

Phase-2

- Fabrication and installation.

PROJECT GOALS

The project goals are to develop a comprehensive and integrated design for public art that:

- Provides a visual link, axis, and focal-point at the entrance to the park.
- Effectively engages the public in a dynamic and elegant visual place making experience.
- Is compatible to the architecture of the villa and the surrounding built and natural environment and incorporates a water element.

PROJECT TENTATIVE SCHEDULE

Thalatta Park is in the final construction stage. The artist or artistic team chosen for this commission must be available to produce the art work and shall be completed and installed no later than July 15, 2011.

ELIGIBILITY

This competition is open to all artists, 18 years of age or older. For the purpose of this document, an artist is defined as a professional practitioner in the arts, generally recognized by his or her peers as possessing serious intent and ability. Applicants must have experience integrating art into construction projects.

Artist(s) Qualifications: the Selection Panel will select up to three (3) finalists to produce site-specific proposals. Eligibility is based upon the following minimum:

Phase-1

- Artistic merit, as evidenced in previous work and exhibit history, awards, honors, and publications.



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- Demonstrates proficiency and technical knowledge of the materials/techniques of the medium in which the artist chooses to work.
- Quality and relevance of past work as evidenced by the quality of the submitted work.
- It is preferred, but not required, that the artist have:
 1. Experience working with government agencies.
 2. Ability to understand the context of the community's concerns, dynamics and diversity.
 3. Experience working with community groups and making public presentations.
- All artists with applicable, relevant experience are encouraged to apply for this commission. (Artists who have previously received a Public Art Commissions are eligible to submit qualifications for this project.)

Phase-2

- Selected artist will be provided with written guidelines and given approximately two (2) weeks to complete sketches of their designs and create a detail project fee schedule and timeline. The selection panel will reconvene to review original artwork created by the artist and their proposed fee schedules and timelines. A roughly 45 minute interview with each artist/artistic team will be part of the Selection Panel's evaluation process. Finalist(s) art concept(s) will be selected based on the following criteria:
 1. **Design:** Proposed design, including:
 - Overall artistic merit.
 - Quality of design, including whether the design is safe, functional, and requires minimal maintenance.
 - Effectiveness of the design to engage the public in a dynamic and elegant visual place making experience.
 - Compatibility to the architecture of the villa and the surrounding built environment.
 - Highlights the areas history and/or natural beauty, ecological diversity, proximity to Biscayne Bay and Biscayne National Park and the recreational activities associated with the park.
 2. **Fee Schedule:** Not-To-Exceed Fee.
 3. **Timeline:** Realistic fabrication and installation timeline that fits within the parameters of the Village's proposed timeline.

The selection Committee will make its recommendation to the Village Council. The Village Council meeting(s) are open to the public at which time the artist(s) may have an opportunity to make a short statement.

All art concepts are subject to review by the Village Attorney's office, the Planning and Zoning, and Parks and Recreation Departments (and or other departments or divisions, as necessary) for compliance with Village, County and/or State codes, policies, and regulations.



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SELECTION PROCESS

The selection process will be conducted in three (3) stages.

1. Submission of qualifications – Up to **three (3) finalists** may be selected based upon the materials submitted. The selection of the finalists will be made by the AIPP Advisory Board.
2. Onsite introduction – Short-listed artists will participate in an information gathering meeting with key stakeholders and interested parties, prior to the development of the conceptual design.
3. Final interview – Short-listed artists will be paid a \$700 honorarium to develop a conceptual design for the artwork to present to the selection panel. If submitting as an artistic team, the honorarium will be paid to the team. The AIPP finalist recommendation will be made to the Mayor and Village Council for final approval.

The selection panel will be comprised of representatives from:

1. AIPP Advisory Board; and
2. Planning and Zoning and Parks and Recreation Departments (Advisory capacity to the AIPP Advisory Board)

HOW TO APPLY

Artists interested in responding to this RFQ must provide six (6) copies of the following information, one (1) copy of which must be single-sided and placed in a white 1-inch wide 3-ring binder (a binder with a see through cover, where a cover page can be placed) is requested as part of the submittal requirements, in the following order:

1. **Letter of interest – Shall include** the following information:
 - Name, address, telephone, email, and website (if applicable)
 - Project interest
 - Proposed approach
2. **Resume:** Provide a current resume
3. **Reference:** Provide at least three (3) references of individuals and/or firms with whom the artist has worked on similar projects. These references should be qualified to speak to the artist achievements and performance. Provide a contact name, address, telephone, and email for each reference. (Preferably, other public agencies.)
4. **Portfolio:** Up to 20 images of past work, formatted as described:
 - Digital Images must be JPEG files formatted for Windows 2000 and must be no more than 300dpi. Each image must be unlocked and downloadable for viewing.
 - Each image must be titled with the artist's/team's name and number that corresponds to the annotated image list.
 - Submittals shall include a hard copy of a color contact sheet of images with the artist's name.



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- Images of work similar to this are recommended. Note only one (1) copy of the CD is required.
- Image list: Include image number, title, medium, dimensions, date, location, client, size, budget, completion date, and brief written description of each image (25 words or less).

DEADLINE

Submissions must be delivered to:

Attn: Efren Nunez
AIPP Thalatta Park RFQ
Village of Palmetto Bay
9705 E. Hibiscus Street
Palmetto Bay, FL 33157

Submittals must be received by 5:00 pm EST, **Monday, March 14, 2011**. **Please note that the due date is the receipt date and not the postmark date.** Submissions will not be returned and will become the property of the Village of Palmetto Bay.

Submittals received after the date and time indicated herein shall not be accepted and requests for extensions of closing date or time will not be granted. Qualification packages may not be modified after submittal.

FOR MORE INFORMATION

- Village of Palmetto Bay, Parks and Recreation
<http://www.palmettobay-fl.gov>
- Village of Palmetto Bay Art in Public Places
<http://www.palmettobay-fl.gov/ArtinPublicPlaces.html>
- The Deering Estate
<http://www.deeringestate.com/>
- Biscayne National Park
<http://www.nps.gov/bisc/index.htm>
- Biscayne Bay
http://en.wikipedia.org/wiki/Biscayne_Bay



Properties in close proximity to Thalatta Park



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RIGHTS OF REJECTION

The Village intends to award a contract to the artist/artistic team that demonstrate the highest level of expertise and capabilities to provide the requested services. The Village reserves the right to reject any and all proposals or to re-issue the Call to Artists/RFQ when such action shall be considered in the best interest of the Village.

By submitting a response to this Call to Artists/RFQ, prospective Contractor/Artist(s) waive the right to protest or seek legal remedies whatsoever regarding any aspect of this Call to Artists/RFQ. In addition, the Village reserves the right to issue written notice to all participants of any changes in the proposal submission schedule or submission requirements, should the Village determine in sole and absolute discretion that such changes are necessary. The Village also reserves the right to approve all individuals and firms, if any, to be retained by artist/artistic team.

POST BID INFORMATION

- (a) Protest Procedures: With respect to a protest of the terms, conditions, and specifications contained in a solicitation (RFP, RFQ, ISQ or Bid), including any provisions governing the methods for ranking bids, proposals, or replies, awarding contracts, reserving rights of further negotiation, or modifying or amending any contract, the notice of protest shall be filed in writing in compliance with the provisions of and time periods contemplated in the Village's protest procedures under Chapter 2, of the Village's Code of Ordinances.

The notice of decision to award an RFP, RFQ or bid will be posted on the Village of Palmetto Bay's website as part of the agenda for the Village Council meeting or any duly established special Village Council meeting. The official posting of this notice will be at the beginning of the Council meeting where said decision will be voted upon by the Village Council. Any person who is adversely affected by the Village's decision shall file (with the Village) a notice of intent to protest in compliance with Chapter 2 of the Village's Code of Ordinances.

Failure to file a notice of protest or failure to file a formal written protest shall constitute a waiver of any claim or protest. The formal written protest shall state with particularity the facts and law upon which the protest is based.

- (b) Cancellation: Failure on the part of the artist to comply with the conditions, specifications, requirements, and terms as determined by the Village, shall be just cause for cancellation of the Award.
- (c) Disputes: If any dispute concerning a question of fact arises under the Contract, other than termination for default or convenience, the Contractor and the Village department responsible for the administration of the Contract shall make a good faith effort to resolve the dispute. If the dispute cannot be resolved by agreement, then the department, with the advice of the Village Attorney, shall resolve the dispute and send a written copy of its decision to the Contractor; which shall be binding on both parties



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PAYMENT TO ARTIST

1. This work is to be performed for a "Not-to-Exceed Fee."
2. Short listed artists shall provide a "Project Fee Schedule" indicating the fee for individual tasks (milestones) with a "Not-to-Exceed Fee," which shall be the sum of all tasks by part, phase, and milestone.

The Village will pay the artist/artistic team for work completed based on milestones completed and accepted by the Village. The Village shall make sole and final determination if a milestone, as described above, is complete and acceptable for payment.

3. Invoices for each milestone will specifically identify job title, person-hours, costs incurred and previously completed by each task.
4. The artist/artistic team shall not perform any work beyond the scope of service in the "Agreement for Professional Contractor/Artist Services," unless an "Amendment to the Agreement" is executed in writing between the Village and artist or artistic team.
5. The artist/artistic team shall receive no compensation for any re-work necessary as result of the artist's errors or oversight.
6. Governmental Restrictions: In the event any governmental restrictions may be imposed, which would necessitate alteration of the material quality, workmanship, or performance of the items offered on this Bid prior to their delivery, it shall be the responsibility of the successful Bidder/artist to immediately notify the Village by letter, indicating the specific regulation that required the alteration. The Village reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel at no further expense to the Village.
7. Copyrights and/or Patent Rights: Artist warrants that there has been no violation of copyrights or patent rights in manufacturing, producing or selling of goods shipped or ordered, as a result of this Bid. The seller agrees to indemnify the Village from any and all liability, loss, or expense occasioned by any such violation.
8. Safety Standards: The artist warrants that the product(s) supplied to the Village conforms in all respects to the standards set forth in the Occupational Safety and Health Act (OSHA) and its amendments. Bids must be accompanied by a materials data safety sheet (M.S.D.S.) when applicable.
9. Taxes: Artist shall include all applicable taxes in response to the RFQ.
10. Mistake: If there is a discrepancy in the lump sum and parts that make up the lump sum, the part(s) will prevail and the extensions adjusted to coincide. Artists are responsible for checking their calculations. Failure to do so will be at the artist's risk, and errors will not release the artist from their responsibility as noted herein.



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CONTRACT

The lead artist will be required to enter into an agreement with the Village of Palmetto Bay prior to commencing work. No selection will be final until an agreement has been properly executed and signed by the artist and the Village Manager. The terms of the agreement will include, among other items, insurance requirements established by the Village, Worker's Compensation coverage and General Liability.

If the Village's relationship with the artist/artistic team ends during any phase of the design/fabrication process, the Village will retain possession of and exclusive rights to any drawings and/or documents produced during any one of the phases.

Applicants shall comply with all federal requirements, and all state, and local laws and ordinances applicable to the work.

QUESTIONS

Questions regarding this Call to Artists/RFQ must be submitted no later than 5:00 p.m. **EST on February 28th, 2011** by e-mail to:

enunez@palmettobay-fl.gov

All responses to questions will be shared with the other artists registered as interested in the project.

Mail to:

Attn: Efren Nunez
AIPP Thalatta Park RFQ
Village of Palmetto Bay
9705 E. Hibiscus Street
Palmetto Bay, FL 33157

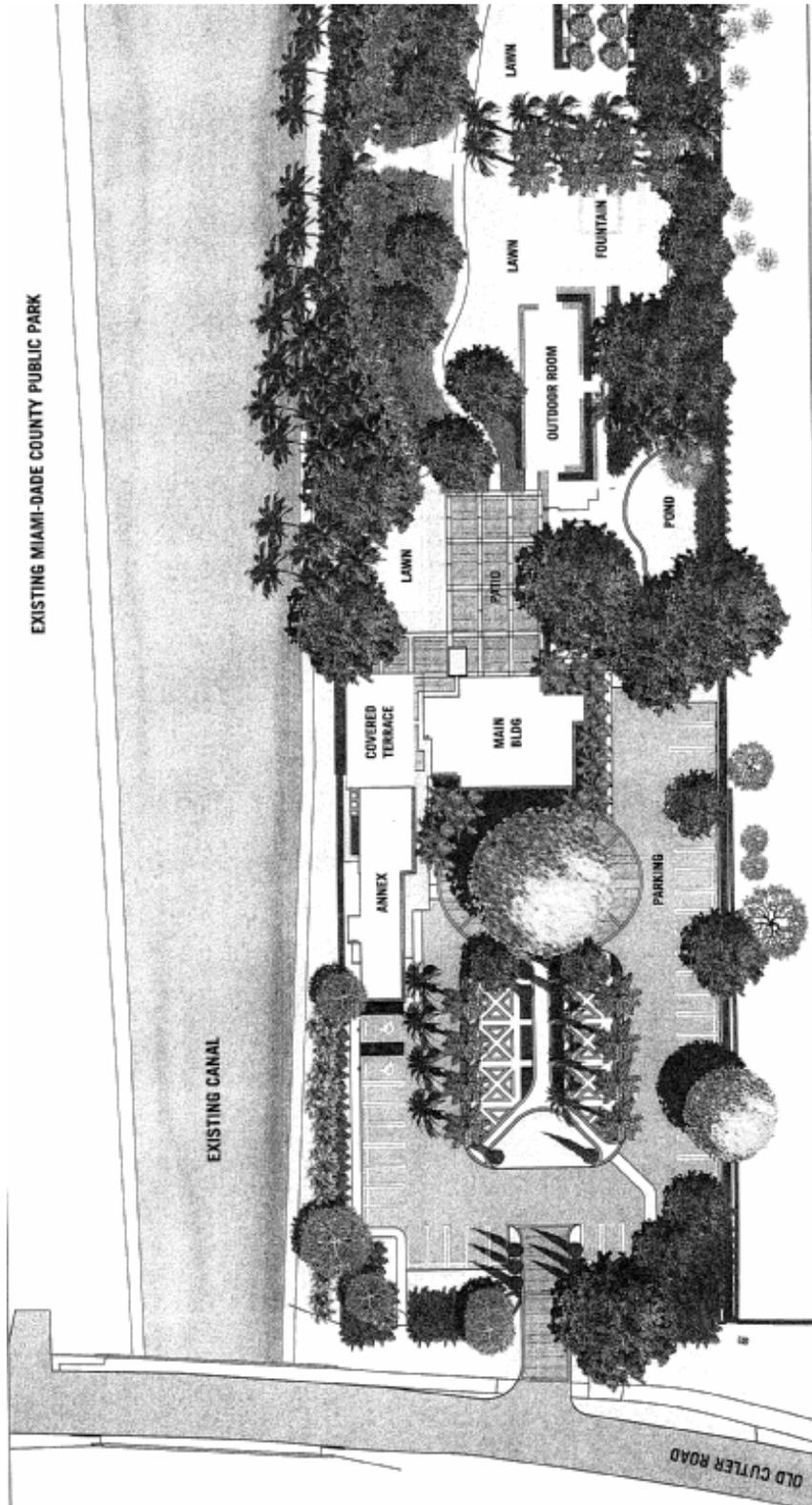


View from Thalatta Park facing Biscayne Bay



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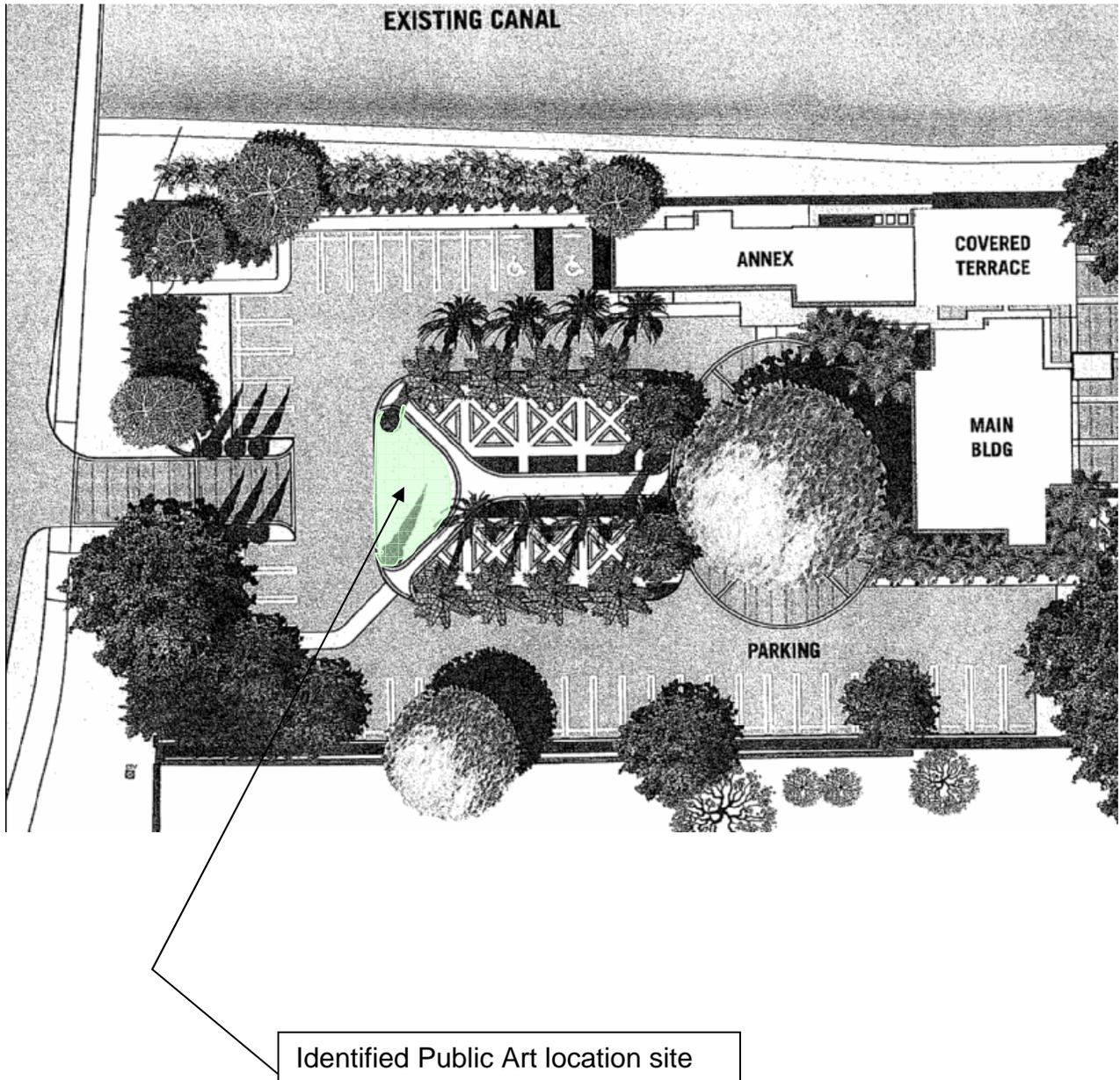
SITE PLAN





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PUBLIC ART LOCATION PLAN / THALATTA PARK



PROJECT SITE / PHOTOGRAPHS
Under construction / principle entrance



PROJECT SITE / PHOTOGRAPHS
Final construction phase / principle entrance



Principle entrance looking east



Front Façade of Spanish Villa



Front Façade of Spanish Villa



Banyan Tree at entrance of the park