



**CITY OF SAN BRUNO
CULTURE AND ARTS COMMISSION
REQUEST FOR PROPOSALS
TRAFFIC SIGNAL CONTROLLER BOXES ART PROJECT
DEADLINE: MARCH 30, 2018 6:00 P.M.**

SUBMIT APPLICATIONS TO:

**SAN BRUNO CULTURE AND ARTS COMMISSION
TRAFFIC SIGNAL CONTROLLER BOXES ART PROJECT
701 ANGUS AVENUE, WEST
SAN BRUNO, CA 94066**

OVERVIEW

The City of San Bruno and its Culture and Arts Commission invite artists to submit proposals for the City's Traffic Signal Controller Boxes Art Project.

The City and the Commission seek artists to beautify the streets of San Bruno by transforming a total of three traffic signal controller boxes into dynamic works of art. By utilizing your talents as a painter you can bring a traffic signal controller box to life and improve the look of a street. Accepted artwork will be converted into a vinyl wrap and installed directly on the traffic signal controller box.

Eligibility

Participation is open to all paint artists residing in the nine-county Bay Area and are at least 18 years of age. All entries must be the original design and artwork of the entrant and must be suitable for viewing by all ages.

Artists will be required to certify that all work submitted is original and developed by the submitting artist.

Location and Description of Traffic Signal Controller Boxes

Traffic signal controller boxes vary in size. They have vertical and horizontal forms and have various vents, seams, doors and handles which may require designs to be modified to accommodate these special features. Artists should be prepared to adjust their artwork to conform to the uniqueness of each controller box.




The boxes for this project are located at various locations in San Bruno. These locations are:

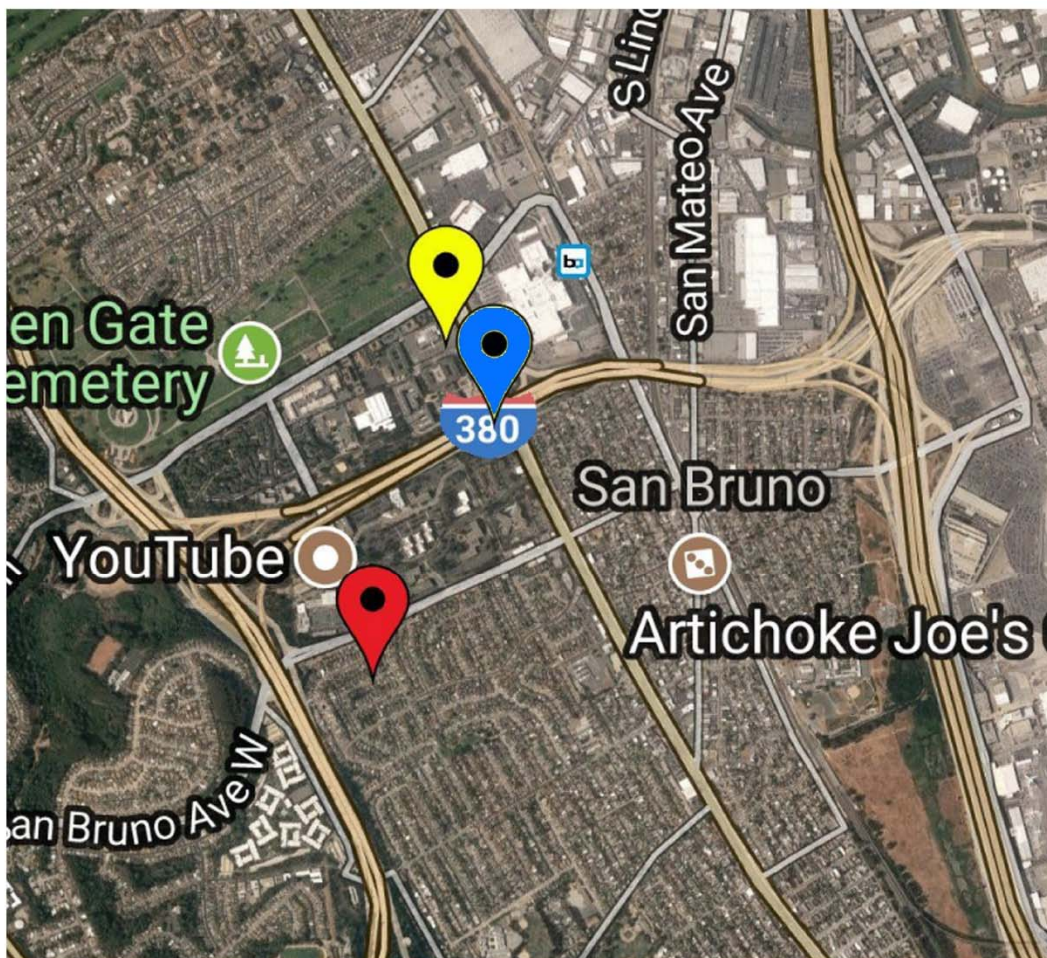
1. Sneath Lane at El Camino Real (CalTrans owned)
2. San Bruno Avenue West at Cherry Avenue (City of San Bruno owned)
3. El Camino Real at Interstate 380 (Northeast Corner)(CalTrans owned)

The following pages contain maps and photographs that indicate where in San Bruno each box is located:

San Bruno Traffic Signal Controller Box Map

Traffic Signal Controller Box Locations (colors correspond to box locations)

-  1. Sneath Lane at El Camino Real
-  2. San Bruno Avenue West at Cherry Avenue
-  3. El Camino Real at I-380 (Northeast Corner)



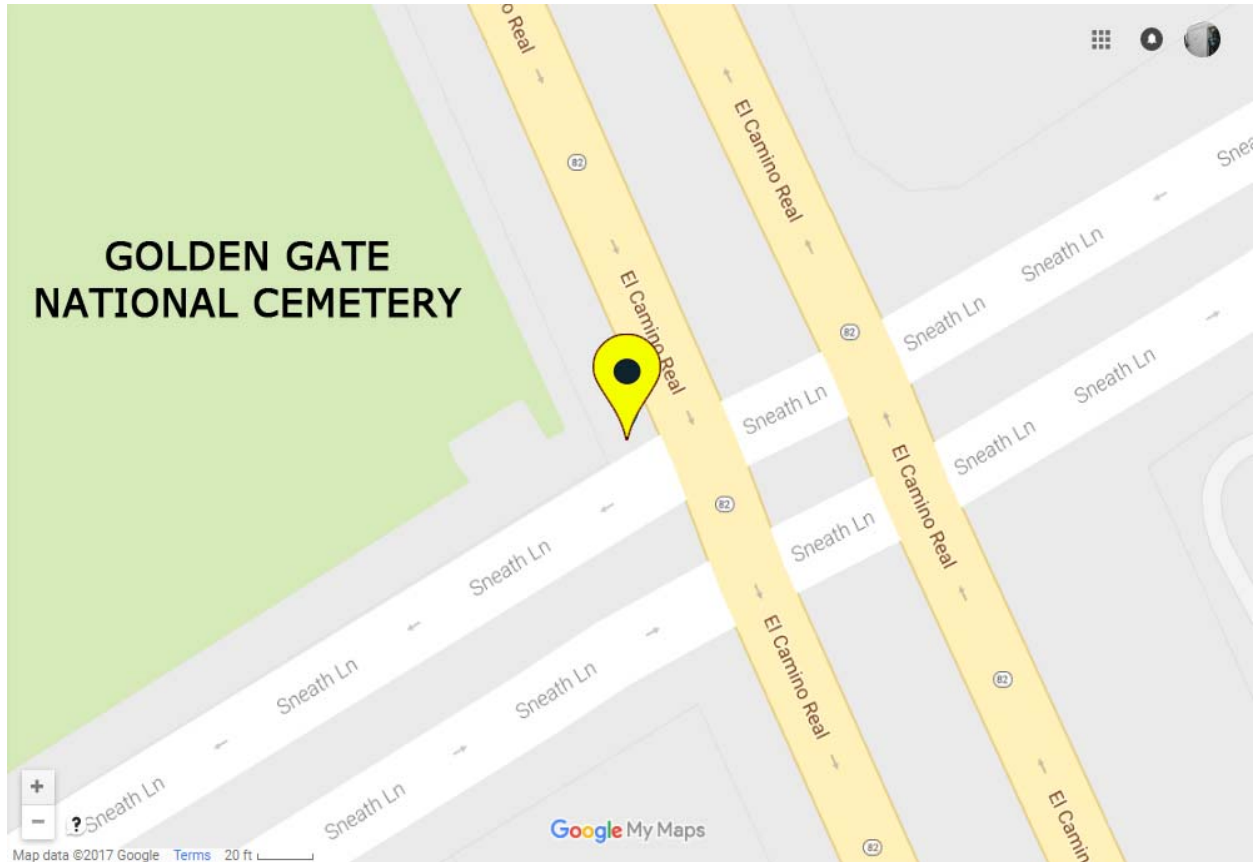


Figure 1 - Sneath Lane at El Camino Real



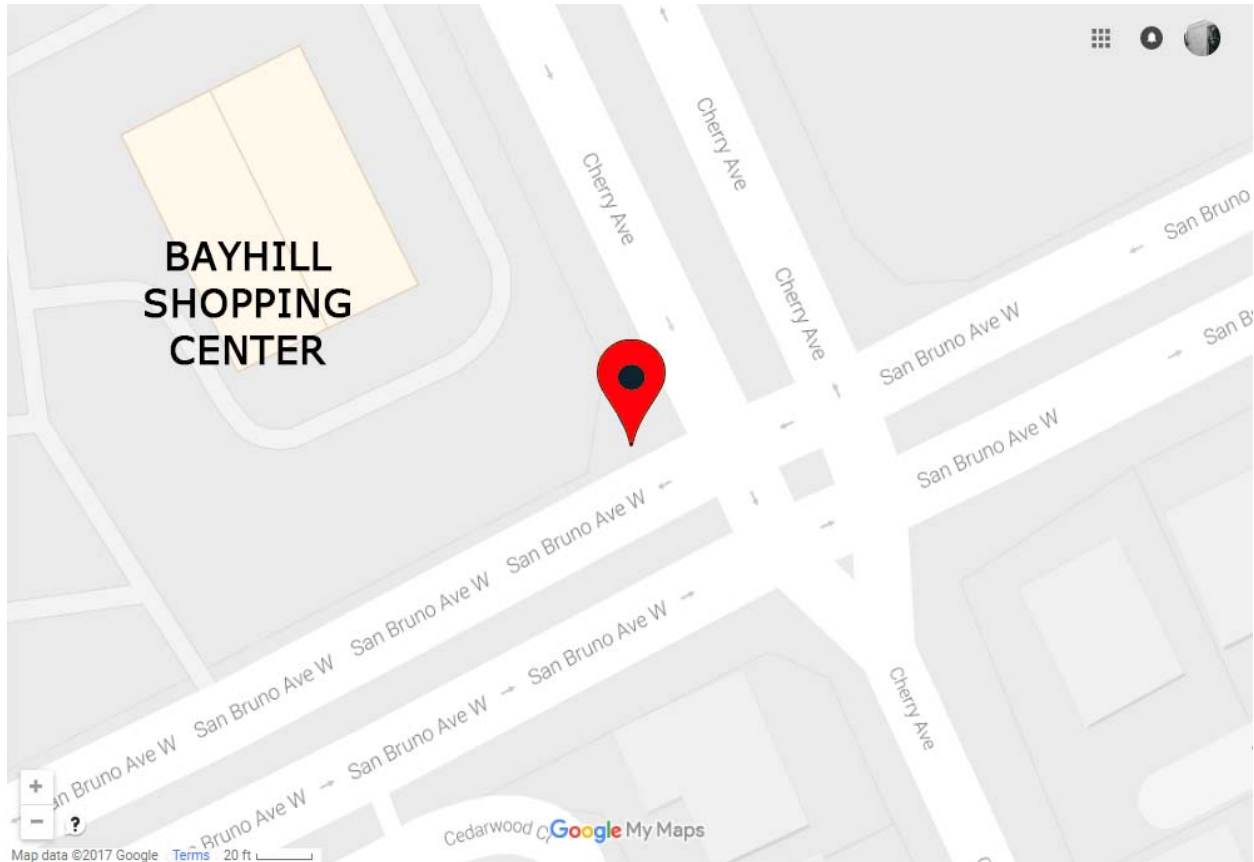


Figure 2 - San Bruno Avenue, West at Cherry Avenue



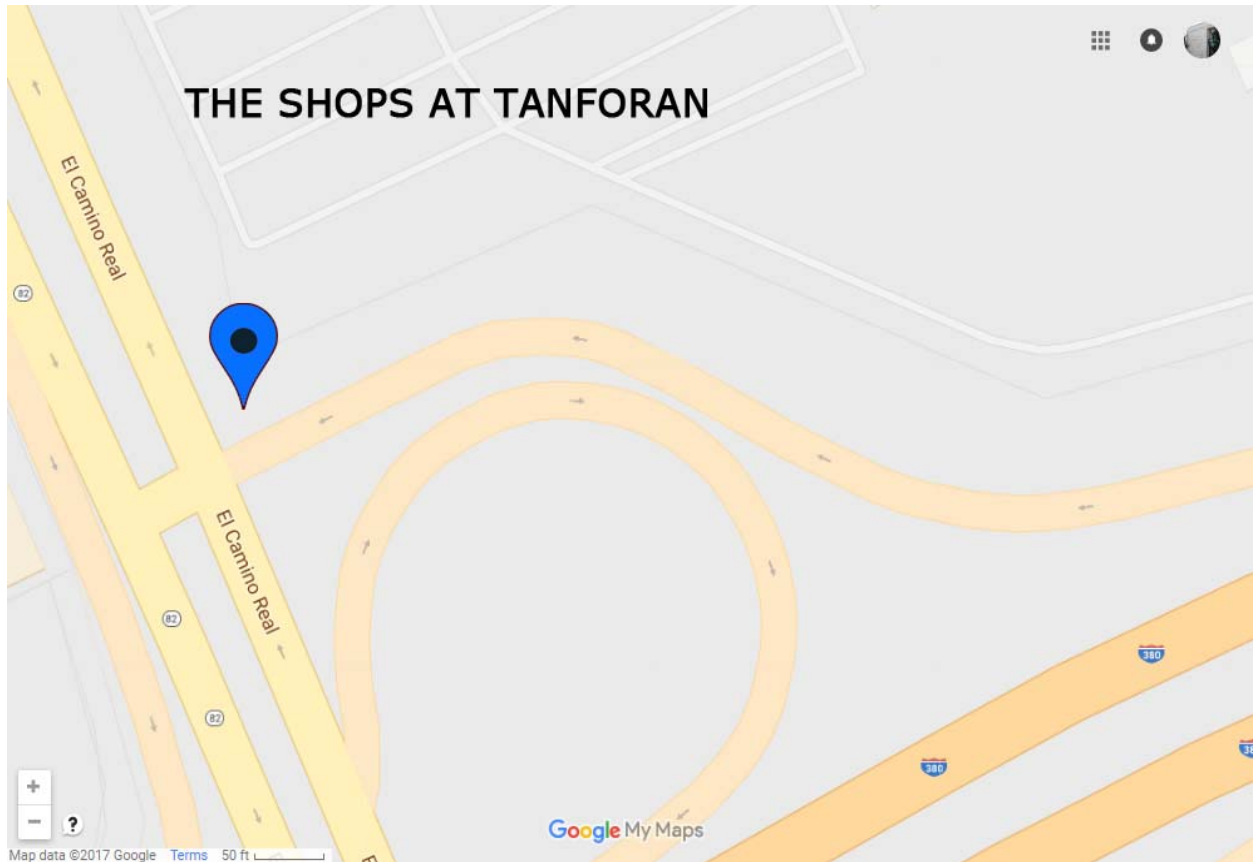


Figure 3 - El Camino Real at Interstate 380 (Northeast Corner)



Themes

The overall theme of the project is "The City with a Heart."

In addition, each box has been assigned a specific theme. All art submitted for consideration must specify which box the art is intended. The art submitted must correspond to the theme designated for that particular box. Artists may submit art for multiple boxes and may submit more than one concept for the same box.

The individual box themes are as follows:

Box Location	Theme	Approximate Box Size
Sneath Lane at El Camino Real	Patriotism	67" H x 33" W x 38" D
San Bruno Avenue, West at Cherry Avenue	High Tech	67" H x 33" W x 38" D
El Camino Real at Interstate 380 (Northeast Corner)	Mission Bell	67" H x 33" W x 24" D

Specifications

The medium for this project is acrylic paint. Only acrylic paint-based proposals will be allowed to move forward in the process.

All work for this project must cover all four sides as well as the top of the box.

The use of dark colors creates the potential to overheat the controller boxes. Therefore, the use of dark colors over large areas of the box is not allowed.

Selected artists cannot begin any work on this project until the design has been approved by the City, and all insurance and contract forms are executed.

The art may include the name of the artist(s) in a space no larger than 3" x 5" at the bottom of the box.

Entries that use a copyrighted or trademarked image will not be accepted, as the artwork will become the property of the City of San Bruno and/or Caltrans. Additionally, the art must not be plagiarized, stolen, or copied from any other source.

Entries must not defame or invade the rights of any person, living or deceased. Entries must not contain content that is unprotected by federal or state law, and must be appropriate for all ages.

The City and/or Caltrans retains the right to remove, modify, or replace artwork at its sole discretion.

The City and Commission will make the final determination of location if the artist is selected to participate.

Application Requirements

All requirements listed below must be met or the application will not be considered:

1. Application (Attachment 2) must be fully completed. Applications can be found on pages 11-12 of this Request for Proposal. Applications must include the design template (Attachment 1) found on page 10.
2. A concept drawing using the design template (Attachment 1) found on page 10 that shows the front, back, sides and top of the utility box must be included in the application. The concept drawing should be in color.
3. An Artist Statement (200 words maximum) that describes why the artist is interested in painting a traffic signal controller box, previous experience working on public art projects, and how the artist believes the art will beautify the surrounding area.
4. A resume that includes exhibition history and past projects.
5. Three examples of previous work including a brief description of each.
6. Examples of previous work must be supplied via USB drive or CD.
7. A signed Acknowledgement Form for Artists Services Standard Agreement (Attachment 4) found on page 18.
8. Applications received after the deadline will not be considered. Application materials will not be returned.

Artist Selection Process

The selection process will consist of Culture and Arts Commissioners evaluating entries based on the following selection criteria:

1. Originality
2. Composition
3. Artistic Merit
4. Artist's Experience
5. Artwork that attracts attention from a distance
6. Extra consideration may be given to projects that reflect the history, character or culture of San Bruno while still adhering to the assigned theme of the box.

Following a review of submitted works, the San Bruno Culture and Arts Commission will determine which artists are best suited to successfully complete the project. Artist and design renderings will then be recommended to the City Council for final approval.

If You Are Selected

All selected artists must sign the City of San Bruno liability release and complete agreement before beginning work on their assigned traffic signal controller box.

Selected artists will receive a \$250 stipend when they begin work on their box design. Once the work is completed, including vinyl wrap installation, and has been successfully reviewed by City staff and The Culture and Arts Commission, artists will receive an additional \$500.

Timeline*

Applications due: March 30, 2018 at 6:00 p.m.

Applications and initial design templates review: April, 2018

Recommendation of selected artists to City council: May, 2018

Installations completed: August 1, 2018

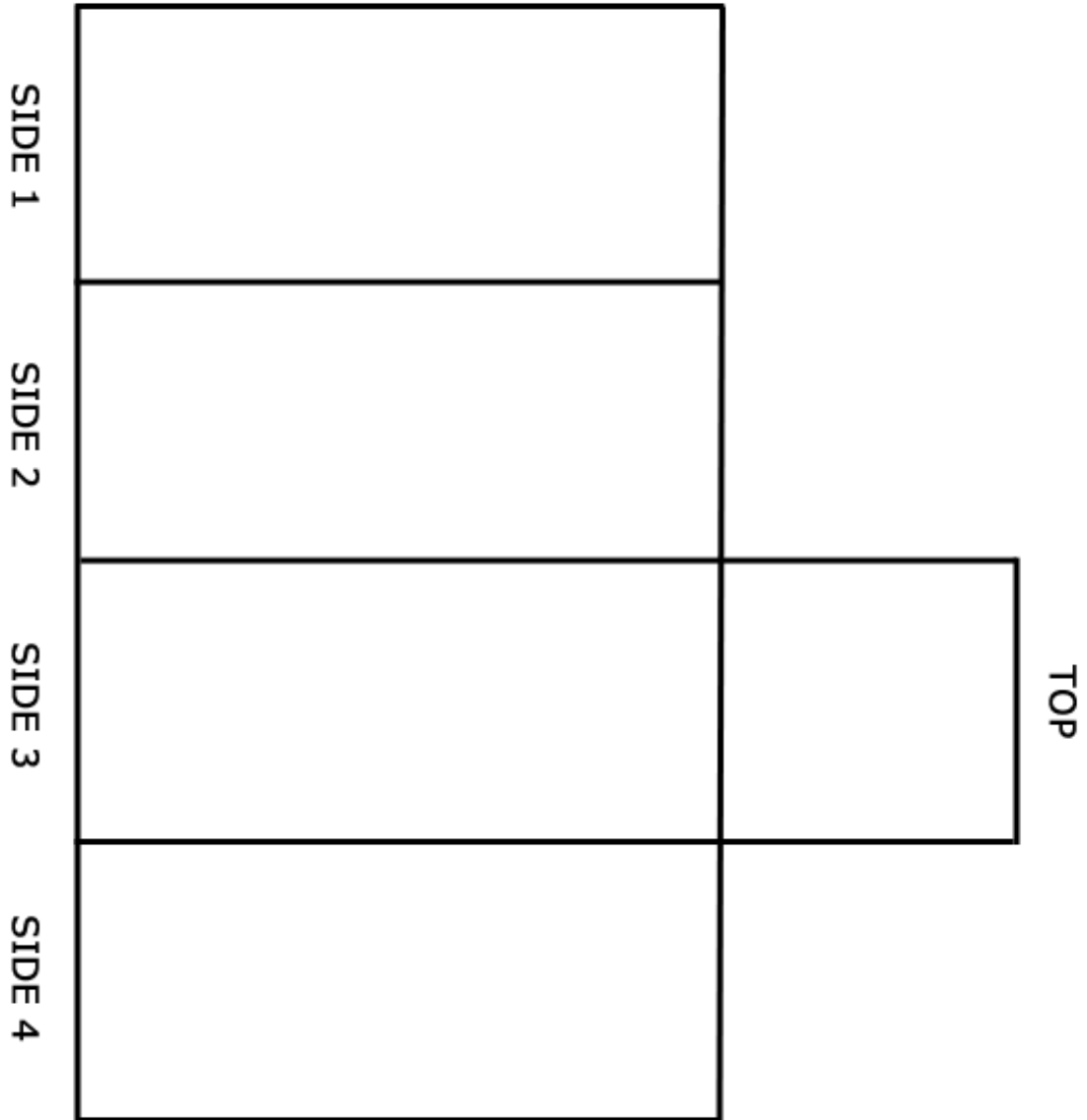
*Dates are tentative and subject to change.

Design Template Sample

On the following page is a traffic signal controller box diagram representing the four sides and top. Please use it to sketch in black-and-white the concept you envision for the box.

Keep in mind that the traffic signal controller boxes vary in size and shape, and have various vents, seams, door and handles. Be prepared to adjust artwork to fit the unique size and elements of a particular box.

Attachment 1



Attachment 2

Artist Application San Bruno Traffic Signal Controller Box Art Program

Artist Name _____

Address _____

Phone Number _____

Email _____

Artist Website _____

Please provide at least three examples of your work (must be supplied digitally on a CD or USB drive which will not be returned):

Title of Work _____

Medium/Description _____

Title of Work _____

Medium/Description _____

Title of Work _____

Medium/Description _____

_____ I certify that I have created the above artwork (please initial).

Please indicate which traffic signal controller box you are applying for:

_____ Sneath Lane at El Camino Real (Patriotism)

_____ San Bruno Avenue, West at Cherry Avenue (High Tech)

_____ El Camino Real at Interstate 380 (Northeast Corner)(Mission Bell)

Rendering for Controller Box: Title of Work _____

Description _____

Artist statement/biography (200 word limit):

All Artists: Please sign, date and return: TERMS OF SUBMISSION

I agree that: (1) my submission(s) and their contents will automatically become the property of the City of San Bruno, with no guarantee of compensation to me; (2) The City of San Bruno may use or redistribute the submissions and their contents for any purpose and in any way; (3) there is no obligation for the City of San Bruno to review the submission; and (4) there is no obligation to keep any submissions confidential. Further, I agree to waive my rights of attribution out in the Visual Artists Rights Act, 17 U.S.C §§106A and 113(d) ("VARA"), the California Art Preservation Act, Cal. Civil Code §§ 987 and 989 ("CAPA").

X _____ Date _____

DISCLAIMER I have read the attached information and agree to the rules and regulations stated. The undersigned agrees to indemnify and hold harmless, the City of San Bruno, its City Council, Officers, Boards, Commissions, Agents, associated Foundations, and Employees for any loss or liability which results or is alleged to have resulted from my participation in this event, including any claim arising out of the applicants entry, acts, or omissions in said contest or any accident, injury or damage involved therein, including but not limited to attorney fees and court costs. I have read and fully understand these policies. I am an adult and my signature is below.

X _____ Date _____

Please attach rendering for consideration by the selection committee.

Please submit applications to:

SAN BRUNO CULTURE AND ARTS COMMISSION
TRAFFIC SIGNAL CONTROLLER BOXES ART PROJECT
701 ANGUS AVENUE, WEST
SAN BRUNO, CA 94066

Questions

For questions please contact Tim Wallace, Project Coordinator, at twallace@sanbruno.ca.gov or call (650)616-7084

Agreement for Artist Services

Below is the City's Agreement for Artist Services which will need to be completed only if you are chosen as one of the finalists for this project. Please read it before submitting your application, as selected artists will need to complete and adhere to the agreement prior to beginning work. Please note that you must complete and return Attachment 4, acknowledging that you have read the Agreement for Artist Services found below, with your application.

Attachment 3

AGREEMENT FOR ARTIST SERVICES

This Agreement is made between the City of San Bruno ("City"), a municipal corporation, and _____ ("Artists") effective the ____ day of _____, 20__.

Whereas, the City proposes to commission a Traffic Signal Controller Box Art Project (hereinafter "the Work") and said project is intended to be a work of public art to beautify traffic signal controller boxes; and

Whereas, the San Bruno City Council adopted a resolution approving the recommendation of the City's Culture and Arts Commission to engage Artists to design, fabricate, and deliver the Work based on their qualifications;

The parties agree as follows:

1. Scope of Work
 - a. General

Proposed Artwork: Artists will employ acrylic paint to transform up to six traffic signal controller boxes into works of art. Artists will adhere to the assigned theme

of each traffic signal controller box as described on page 10 of this Request for Proposal.

b. Fabrication

Artists will employ acrylic paint to canvas for this project. The art will then be converted into a vinyl wrap by a third party and installed directly on the traffic signal controller box.

c. Delivery

Artists will create a painted canvas and make the canvas available to the City's designated vendor for the purpose of converting the canvas to a vinyl wrap.

2. Location.

To be determined based on theme of the Work.

3. Materials

Artists will supply their own acrylic paint, canvas and any other supplies necessary to complete the Work.

4. Payment.

a. City shall pay Artists the amount of \$750 for services rendered pursuant to this Agreement. Said amount includes design, materials, travel, insurance, taxes, documentation of the artwork and all other related expenses.

b. City shall pay Artists \$250 upon award of contract; and a final \$500 payment shall be made after completion and installation of the Work.

5. Timeline.

Artists agree to commence work following execution of this Request for Proposal and shall complete and deliver the Work no later than June 1, 2018. Artists and City understand that installation may be reasonably and temporarily delayed by inclement weather, acts of nature, and deadlines associated with conditions on the installation site.

6. Hold Harmless.

Artists shall hold harmless the City, their officers, officials, employees, and agents from and against any injury, loss, liability, expense claim, suits, and damages arising from Artists' work including but not limited to copyright violations, personal injury, and property damage, except for the sole or willful negligence of City.

7. Transfer of Copyright and Waiver of Rights Under the Visual Artists Rights Act.

Artists have been selected by the City of San Bruno to design and create a work of fine art, as that term is defined by the California Art Preservation Act ("CAPA"; Cal. Civil Code §987). Artists represent that the concept and design of "the Work" is their sole creation and original work, and does not infringe any copyright or any similar law protecting authorship. In consideration of the City's selection of the Artists to design and create this work of fine art for the City, Artists agree to transfer and hereby do transfer irrevocably to the City for fair consideration, all right, title, and interest, including copyright in the Work itself and in the design, sketches, drawings, model, maquettes, slides, photographs, and all other related materials used in the design and creation of this Work.

Artists further agree to waive and do hereby waive voluntarily all rights to attribution and integrity with respect to the Work and any and all claims as may arise under the Visual Artists Act of 1990 (17 U.S.C. §106A and 113(d), the California Art Preservation Act, Cal. Civil Code §987) or any other local, state, foreign, or international law, as currently drafted or as may be hereafter amended, that conveys the same or similar rights ("Moral Rights Laws"), with respect to the work, its display, removal from display, exhibition, installation, conservation, storage, study, alteration, and any other activities conducted by the City, its officers, employees, agents, contactors, licensees, successors or assigns.

Notwithstanding the foregoing, the Artists may identify themselves as the authors of the work for self-promotional purposes.

Artists acknowledge that all such decisions concerning the Work shall be made in the sole discretion of the City, its officers, employees, agents, contractors, licensees, successors or assignees. Artists further acknowledge that they retain no rights in and to the Work itself nor to any design, sketches, drawings, maquettes, models, slides, photographs, City website postings, or other related materials with regard to attribution and integrity of the Work. In addition to the extent such rights may not be waived, Artists covenants not to assert such rights against the City, its officers, employees, agents, contractors, licensees, successors or assignees.

The City may pursue claims against third parties for modifications or damage or to restore the Work if the Work has been modified without the City's authorization. In the event the City pursues such a claim, it will make a good faith attempt to notify the Artists, and the Artists shall cooperate with the City's efforts to prosecute such claims.

If City modifies the Work without Artists' consent in a manner that is prejudicial to Artists' reputations, Artists retain the right to disclaim authorship of the artwork in accordance with 17 U.S.C. 106A(a)(2).

Artists understand the effect of this waiver and hereby acknowledge that Artists are surrendering the rights described herein with respect to the work.

8. Miscellaneous Provisions.

a. City Cancellation of Project.

If City withdraws, cancels or terminates this Agreement at any time after signing this Agreement and before completion of the subject work, City shall notify Artists in writing and shall pay Artists for work performed to the date City notifies Artists in writing of such withdrawal, cancellation, or termination. Notice is deemed complete when mailed. Artists will be paid based as follows: on an aggregate hourly rate of \$50 per hour plus materials necessary to the preparation for production of the Work, or alternatively, the payment that would otherwise be due based on the amount of work that is complete in accordance with the payment schedule in Section 4b, whichever is less.

b. Artist Cancellation of Project.

If Artists withdraw, cancel or terminate this Agreement at any time after signing this agreement and before completion of the Work, Artists shall notify City in writing and shall be responsible to return any payments received from City from the date of notice within thirty days of notice of cancellation or termination. Notice is deemed complete when mailed.

c. Acts of nature.

Artists shall be relieved of their obligation under this Agreement in the event that the execution or delivery of the subject artwork is interrupted or made impossible as a result of an act of nature or other event beyond the reasonable control of the parties.

d. Independent Contractor.

It is agreed and understood that Artists are not agents or employees of the City and are independent contractors.

e. Notices.

Any written notice required by this Agreement shall be sent to the City via US Mail using Registered Mail/Return Receipt to:

City Manager
567 El Camino Real
San Bruno, CA 94066

Any written notice required by this Agreement shall be sent to the Artist via US Mail using Registered Mail/Return Receipt to:

9. Arbitration.

Any disputes arising of this Agreement shall be submitted for final and binding arbitration in accordance with the rules of Arts Arbitration and Mediation Services, a program of California Lawyers for the Arts. The arbitrator is authorized to award the prevailing party such sums as may be proper including reasonable attorney's fees in addition to costs and charges of the arbitrator. The arbitrator's award shall be final and any court having jurisdiction thereof may enter judgment upon it.

10. Integrated Agreement.

This agreement contains all the covenants and agreements between the parties hereto with respect to the subject Work. Any modification of these terms shall be effected only in writing signed by each of the parties.

11. Applicable Law.

This agreement shall be construed in accordance with the laws of the State of California and executed on the date first written above.

City of San Bruno

Artists

By: _____
City Manager

By: _____

Approved as to form:

By: _____
City Attorney

By: _____

Attest:

By: _____
City Clerk

Attachment 4

ACKNOWLEDGEMENT FORM FOR ARTIST SERVICES STANDARD AGREEMENT

By signing below, the artist acknowledges that they have examined the attached City of San Bruno Agreement for Artist Services.

If selected to complete the project, Artist agrees to execute the attached agreement in substantially the same form, with no material changes within in three (3) working days of being notified by the City.

Legal Name of Artist:

Business Address:

Signature:

Date: _____

Telephone Number:

Email address: