# **DEADLINE DATE EXTENDED**

## **PROJECT INTENT**

It is desired that the project embody "Past, Present and Future of Burbank". Installation, maintenance, and durability issues should be taken into consideration.

## **BACKGROUND**

The City of Burbank invites artists to submit their qualifications for the opportunity to create a Public Art Mural inside the McCambridge Recreation Center. The McCambridge Recreation Center features a gymnasium, several meeting rooms and classrooms and home of the "After School Daze" program. The Recreation Center attracts a variety of visitors each day enjoying the community rooms, gymnasium, lobby games, and recreation classes. In 1976, the City's Bicentennial Committee proposed that two murals be painted in the Recreation Center. Volunteers from the Betsy Lueke Creative Arts Center were chosen to paint two murals inside the Recreation Center. The murals remained on the Center's wall throughout the 1980's and 1990's.

## **LOCATION**

McCambridge Recreation Center is located at: 1515 North Glenoaks Boulevard, Burbank CA 91504. The area identified for the mural is the stage wall, located inside the Gymnasium. We are very much open to expanding the area of the mural to include the east wall within the gymnasium. Wall dimensions: stage wall 22 ft tall x 30 ft wide & east side wall 13.8 ft x 32.3 ft x 17.7 ft (see photos below for reference).

## **ELIGIBILITY**

This project is open to practicing professional artists who have successfully completed at least two public art projects with a minimum budget of \$5,000.

## **BUDGET**

The public art budget for this project is \$10,000. Budget shall include artist's fee, materials, supplies, travel, lodging and equipment and sales tax needed to design, and fabricate final piece.

## **SUBMISSION REQUIREMENTS**

All materials should be provided on  $8.5 \times 11$  inch white bond paper with all hard copy material duplicated on a USB Flash Drive. Do not put materials in a binder or notebook. Handwritten material will not be considered. Applications must be received by 5:00 p.m. on Friday, June 25, 2021. Postmarks are not acceptable.

## PLEASE DELIVER OR MAIL PROPOSALS TO:

City of Burbank, Parks and Recreation Department Attn: Paula Ohan 150 N. Third St. 3rd Floor Burbank, CA 91502 818.238.5300

## APPLICATION REQUIREMENTS

Complete applications must include seven (7) collated packets containing the following information and materials:

- LETTER OF INTEREST: Describe the artist's interest in this project, relevant experience, and vision for the project. Two page maximum.
- CONCEPT NARRATIVE: Outline the approach to developing the design concept outlined in project description. One page maximum.
- **CONCEPT DESIGN:** A rendering of a conceptual design.
- RESUME: Current professional resume emphasizing relevant experience. Three page maximum.
- REFERENCES: A list of three (3) professional references, preferably from previous similar projects, with contact information.
- WORK SAMPLES: Submit up to ten (10) samples of past work. Please submit PDF or JPEG files with a maximum 72 DPI resolution. Images should be cataloged by the artist's last name, followed by the number of the image as it should be viewed (for example: Jones 1, Jones 2). An annotated image list should be included and state the title of the piece, commissioning agency, project budget, and date of artwork, medium, and the dimensions of the artwork.

#### REVIEW AND SELECTION PROCESS

Submissions from artists will be pre-screened by staff to ensure compliance of the Art in Public Places Ordinance. Next, the Site Specific Selection Committee (Committee) will review qualified submittals and select artists to be interviewed. Criteria for the initial selection will include artistic merit, appropriateness, and public safety. Semifinalists will be selected for the interview stage. From this group, up to three (3) artists will be selected for the second round of interviews. Once the Finalist has been selected, the artists will be provided a period of time to complete their final designs. The selected artwork will be presented to the Art in Public Places Committee for compliance. Once approved by the Art in Public Places Committee, the Committee's recommendation will be forwarded to City Council for approval of the agreement.

#### **SCHEDULE**

- Deadline for Submission: Friday, June 25th by 5 p.m.
- Application Review: July August
- Semi-finalist Selection: September October
- Semi-finalist Interviews: October November
- Finalist Selection: November December | The Committee will conduct the final interviews and select artist(s) for recommendation to the City Council. Committee will also ensure all concepts comply with the Art in Public Places Ordinance.
- Finalist Interviews: December January 2022
- Artist Selection: January February 2022

## **FINALIST SELECTION CRITERIA**

The Committee will review and evaluate the proposals based on the following criteria:

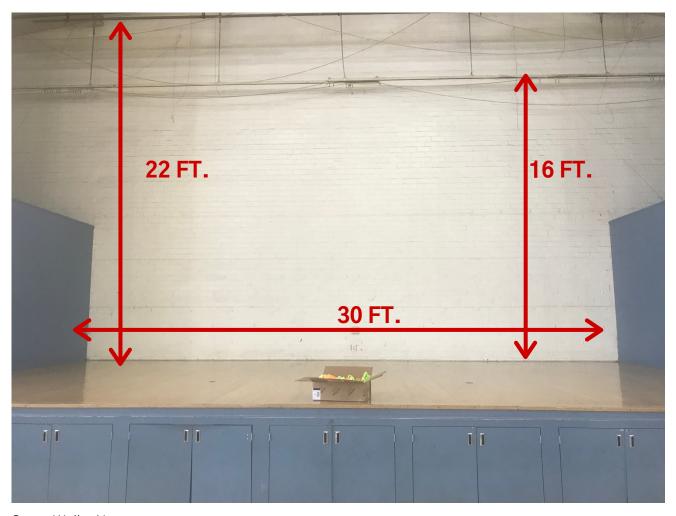
- · Artistic quality, creativity and originality of the project's concept.
- · Familiarity with public agencies, the public review process, and/or previous collaboration with local government and community groups.
- · Demonstrated ability to successfully execute the work in a professional manner within the construction schedule and project budget.

Applicants must adhere to public health guidelines established by the city and consider these guidelines in the development of their proposal, and let us know if you have any questions. Information related to the Coronavirus (COVID-19) and resources from Federal, State, and County agencies are available on the city's website, burbankca.gov.

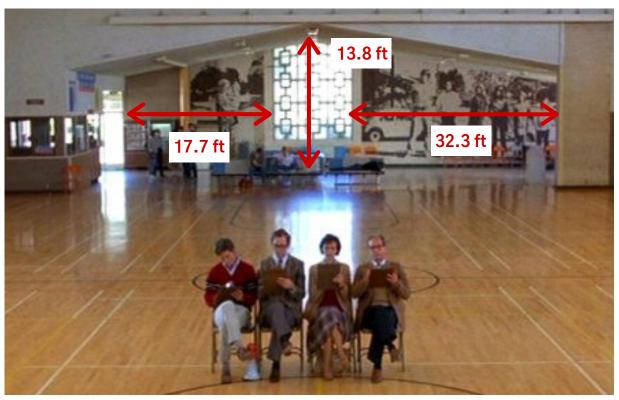
Schedule subject to change.



Stage Wall – Bicentennial Mural featured in the movie Back to the Future in 1985



Stage Wall - Now



East Side Wall – Bicentennial Mural featured in the movie Back to the Future in 1985



East Side Wall - Now

#### **INSURANCE REQUIREMENTS**

Unless otherwise authorized in writing by City, Artist and Project Manager shall each procure and maintain, for the Term of this Agreement, 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 and the results of that work by the Consultant, its agents, representatives, employees or subcontractors.

## A. Minimum Scope of Insurance. Coverage shall be at least as broad as:

- 1. <u>Commercial General Liability</u>: Insurance Services Office Form CG 00 01 covering commercial general liability insurance ("CGL") on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be at least \$2,000,000.
- 2. <u>Automobile Liability:</u> ISO Form Number CA 00 01 covering any auto (Code 1), or if Consultant has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
- 3. <u>Workers' Compensation</u>: as required by the State of California, with statutory limits, and employer's liability insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
- 4. <u>Professional Liability or Errors and Omissions:</u> Errors and Omissions insurance appropriate to the Consultant's profession ("E&O Insurance"), with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

If Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by Consultant.

## **B.** Other Insurance Provisions

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

#### Additional Insured Status

The City, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

## **Primary Coverage**

For any claims related to this Agreement, the Consultant's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

## **Notice of Cancellation**

Each insurance policy required above shall provide an endorsement that they are not subject to cancellation without thirty (30) days' prior written notice to the City or ten (10) days' prior written notice for non-payment of premium.

## Waiver of Subrogation

Consultant hereby grants to City a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

## **Deductibles and Self-Insured Retentions**

Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require the Consultant to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

## Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City. Such insurers shall be licensed to provide insurance under California state law.

## Claims Made Policies.

or the E&O Insurance Policy and any other insurance providing claims-made coverage (e.g., pollution liability insurance, if applicable):

- 1. The "Retroactive Date" must be shown, and must be before the Effective Date.
- 2. Insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the work required under the Agreement.
- 3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the Agreement Effective Date, the Consultant must purchase "extended reporting" coverage for a minimum of three (3) years after completion of work.

## Verification of Coverage

Consultant shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this Agreement. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

## **Cyber Liability Insurance**

Technology Professional Liability (Errors and Omissions) Insurance appropriate to the Consultant's profession, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Consultant in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. City shall inform Consultant if such insurance is required.

## Contractors Pollution Liability and/or Asbestos Pollution Liability

If Consultant's Scope of Services includes the handling or transportation of hazardous materials, Consultant shall maintain pollution liability and/or asbestos pollution liability applicable to the work being performed, with a limit no less than \$1,000,000 per claim or occurrence and \$2,000,000 aggregate per policy period of one year. City shall inform Consultant if such insurance is required.