



**ART SELECTION ADVISORY COMMITTEE**  
Friday, September 7, 2012 1:00 PM – 3:00 PM  
City of Fairbanks, City Hall, 800 Cushman Street  
FMATS Conference Room

1. Call to Order
2. Introduction of Members, Staff and Attendees
3. Public Comment Period
4. Approval of the September 7, 2012 Agenda
5. Approval of the August 28, 2012 Meeting Summary
6. Old Business
  - a. Draft Selection Process (Action Item)
  - b. Draft RFP (Action Item)
7. New Business
  - a. Presentation of the committee's RFQ/C selections
8. Public Comment Period
9. Other Issues
10. Adjourn

**Next Meeting: Monday, September 17, 2012, 12:00PM – 2:00PM**

# FMATS Art Selection Advisory Committee Selection Process

## Revised August 10, 2012

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The FMATS Art Selection Advisory Committee (Committee) has developed a process for issuing and reviewing the proposals received for the Call For Entry released on July 25, 2012. This process will document the process of the selection of an artist/team of artists to develop the public art in the greenspace located in downtown Fairbanks. The Call for Entry was released on July 25, 2012 and contained the following schedule (estimated):

<b>Item</b>	<b>Completion Date</b>
RFQ/C Released	July 25, 2012
Questions/Comments Due to Project Manager	August 8, 2012
Pre-submission Teleconference	August 13, 2012
RFQ/C Responses Due	August 27, 2012
Finalists Selected	September 17, 2012
Artist(s) Proposals Due	October 27, 2012
Public Art Selection & FMATS Final Approval	November 21, 2012
Contract Negotiations & Execution	December 14, 2012
Public Art Installed	September 1, 2014

To achieve this schedule, the Committee proposes the following tasks:

### **Committee Meeting to Discuss Questions Received and to Review Draft Responses to the Questions and Finalize Process**

Meeting Date: August 10, 2012  
Meeting Location: FMATS Conference Room  
Meeting Time: 1 pm – 3 pm

Support to attend: Procurement and engineering experts from the City of Fairbanks.

### **Pre-Submission Teleconference**

Meeting Date: August 13, 2012  
Meeting Location: City Council Chambers  
Meeting Time: Noon – 2:00 pm

### **Juror Training – One hour training on how to score (yes, no, maybe) responses**

Meeting Date: August 28, 2012  
Meeting Location: FMATS Conference Room  
Meeting Time: 2:00 pm – 3:00 pm

# FMATS Art Selection Advisory Committee Selection Process

## Revised August 10, 2012

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### **Juror Independent Review of Responses to the Call for Entry**

**Time:** August 28 – September 6, 2012

**Note:** This is the initial review of the responses and should be conducted independently with no discussion amongst the jurors regarding any of the entries. Each juror should be prepared to select their top five entries and submit them to FMATS' staff by the end of the day on September 6, 2012. There is no prioritization of the entries by the individual jurors at this time. The time frame for completion of this task may change due to the number of proposals received. A reminder of the deadline will be sent to all two days prior to the deadline.

### **Committee Meeting to Review Every Juror's Top Five Selections and to Finalize the Draft RFP to include more detailed criteria**

Meeting Date: September 7, 2012  
Meeting Location: FMATS Conference Room  
Meeting Time: 1:00 pm – 4:00 pm

**Note:** Up to forty-five selections will be independently reviewed by each juror with the concept images all compiled on several pages. After a thirty minute review, each juror will place up to five dots on their most preferred images. A juror may place more than one dot on an image, but is limited to only five dots. Up to ten images with dots will be selected for numerical scoring as detailed in the selection criteria. The numerical scores must be entered into CaFE by September 13.

Numerical scoring may not occur if, after completion of the exercise, there is clearly a top five list of finalists as agreed by the committee.

### **Committee Meeting to Discuss the Scoring Results and to Select up to Five Finalists**

Meeting Date: September 17, 2012  
Meeting Location: FMATS Conference Room  
Meeting Time: Noon – 2:00 PM

**Note:** This meeting will be to discuss the final scores of up to the top ten proposals and to select up to five finalists.

**RFP to be released to up to five finalists for more developed concepts – September 18, 2012**

**Set up Committee Meeting to review final proposals and select artist – October 30, 2012**

**Contact Selected Artist and return proposals to artists not selected**

# FMATS Art Selection Advisory Committee Selection Process

## Revised August 10, 2012

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**Process stipends to all finalists upon receipt of the submittals**

**Contact Risk Manager, FNSB Parks and Recreation and DOT & PF and set up Public Meeting for Safety and Maintenance – November 6, 2012**

**Obtain Final Approval from the Art Committee and FMATS' Policy Committee – November 21, 2012**

**Draft and execute the Contract with the Artist**

## City of Fairbanks

Request for Proposals  
800 Cushman Street  
Fairbanks, AK 99701

**Project:** Downtown Fairbanks Greenspace Public Art  
**Project Number:** FB-12-39  
**Deadline for Proposals:** October 27, 2012  
**Amount of Commission:** \$300,000

## Background

The City of Fairbanks (City) released a Request for Qualifications and Concepts on July 25, 2012 for the above subject project. The City is announcing final proposal request from five artists or teams of artists for public art to be installed for the downtown Fairbanks greenspace. The identified artists (in no specific order) are xx, xx, xx, xx and xx. Artists will be paid \$2,000 each for receipt of all requirements of the RFP.

## Project Information

The downtown Fairbanks greenspace is the historic center of downtown Fairbanks. It is a stone's throw from where the first trader unloaded the first riverboat. For over 100 years, this place has been the beginning of the road north from downtown to the gold fields. In fact, this greenspace was the Interior's first transportation hub with river passengers and freight, railroad depot and road system all beginning and ending right at this place. It would be hard to find a place in Fairbanks that has seen more action.

Today, this greenspace is the north entrance to downtown Fairbanks. It is the riverfront center of a truly vibrant, multi-use neighborhood. Nestled in a unique triangular space, the greenspace lies between two main roadways through downtown and is surrounded by Government offices, a regional Native corporation business headquarters, the local newspaper, a bar, and a church. This dynamic neighborhood is a fascinating mix of uses that will surely continue to grow and evolve.

## Site Description

The Downtown Fairbanks Public Art will be installed in the new greenspace being built in the Department of Transportation and Public Facilities' right-of-way. It is between the reconstruction of two main downtown roadways, Cushman and Barnette Streets. The greenspace is bound on the north by a concrete plaza and on the south by the new bike path along the Chena River. It is approximately 400 feet long and 150 feet wide at its widest point. A live webcam of the site is available at <http://newsminer.com/pages/arcticcam>. All proposed public art should be contained within the greenspace and relevant to this particular site. For additional information, view the Site Details here: [http://www.callforentry.org/fair\\_plans/1061.pdf](http://www.callforentry.org/fair_plans/1061.pdf).

## Theme

The Fairbanks Metropolitan Area Transportation System (FMATS) Art Selection Advisory Committee was tasked with choosing a theme for the public art at the downtown greenspace that encompasses the whole of the diverse Fairbanks community. Fairbanks is somehow fixed in this challenging geographical location by the balance between the long, dark, and cold winters and the warm, bright,

and lush summers. This dramatic combination of seasonal extremes is vital to Fairbanks' success as a community.

The committee is requesting public art concepts that reflect the cyclic and extreme subarctic climate. These concepts would portray the dramatic seasonal temperatures and arctic light changes as well as related spectacular phenomenon. Concepts should reflect an awareness of being just 200 miles south of the Arctic Circle and isolated within the heart of a wild Alaska in both form and function. The committee encourages public art concepts that acknowledge these changing physical properties through interactive components that will provide a periodic and fresh view. The committee desires public art that is so site specific and appropriate that it could only be envisioned in Fairbanks, Alaska.

**Note:** Any interaction form(s) should be functional in a subarctic climate.

## Design Considerations

**Climate:** Fairbanks is a relatively remote city in the Interior of Alaska, located just 200 miles south of the Arctic Circle. Fairbanks' climate is classified as arid and subarctic. Located at Latitude 64°, the city's dry climate includes long, dark winters and short, sunny summers.

The winter months are characterized by short periods of daylight and temperatures ranging from -15° F to -25° F, with extremes ranging from -60° F to +50° F. Snow usually falls by late September with a snowpack established by mid-October that can remain until May. Temperature inversions in winter causes cold air to accumulate in and around the city while the warmer air rises to the hills, resulting in one of the biggest temperature inversions on Earth.

Fairbanks summers are short, with the last frost typically around June 1. The summer average temperatures range between 50° F to 70° F, with extremes ranging from -1° F to +99° F. The summers also feature 24-hours of civil twilight from mid-May to early July. At the summer solstice, Fairbanks experiences almost 23 hours of direct sunlight; after sunset, the twilight is bright enough to allow for daytime activities. At the winter solstice, Fairbanks experiences a little less than 4 hours of sunlight. Fairbanks' solar path can be viewed by entering 64° Latitude at the following site:

<http://astro.unl.edu/naap/motion3/animations/sunmotions.html>.

**Lifespan:** The public art should remain in place for at least 30 – 40 years. The installation must be able to be temporarily moved to another location, if necessary, for public safety.

**Public Safety Awareness:** Public safety is of great importance. Although there is no specific media form desired, the Artist(s) must be sensitive to public safety with all proposed concepts by taking into consideration the location of the public art and any sight obstructions to users of the nearby roadways, the adjoining multi-use path, or the Chena River. The integrity and safety of the roadways may not be compromised as a result of the public art. Appropriate public art utilizing any media form will be considered, including but not limited to: glass, metal, ceramic, or mixed media.

**Location:** See Site Details ([http://www.callforentry.org/fair\\_plans/1061.pdf](http://www.callforentry.org/fair_plans/1061.pdf)). Note that traffic noise is to be expected in this area.

**Power:** A power supply is available at the project site. Power is available to the north near the concrete plaza and along the bike path.

**Maintenance:** The public art must be designed for long-term durability in a subarctic climate and

minimal general maintenance requirements. There are no restrictions on style or the design of the public art. Visitors to the greenspace should be able to safely touch and interact with the proposed public art, should it be installed in an accessible location. Therefore, durability of the public art must endure substantial public use as well as naturally occurring forces and the proposal must provide assurance that it will be durable and routine maintenance requirements will be minimal. Also, surplus materials (2%) will be required for future maintenance needs, if appropriate. Public art concepts must be designed so that snow removal does not require special equipment or extra duties performed by maintenance staff. Additionally, artists should consider lighting of the public art due to the long periods of darkness during the winter months. Lighting of the public art should be included in the proposed cost of the public art. Replacement lighting features must be available for purchase at an available retailer. Additionally,

**Engineering Design:** Final design of any public art requiring engineering drawings must be stamped by a Professional Engineer licensed in Alaska to assure that the installation is safely and properly designed for seismic conditions, snow loads, wind loads, or other design considerations. This project will require a beautification permit and the artist will work with the Fairbanks North Star Borough and the State of Alaska DOT & PF to obtain the permit.

## **Budget**

The total amount of the commission will be \$300,000 which includes all costs of design, fabrication, installation, photographic documentation, and an identifying plaque. State laws related to public construction, including licensing, insurance, bonding, and payment of prevailing wage rates, may apply.

## **Schedule**

Finalists Selected	September 17, 2012
Executed Contract (See Exhibit A)	September 21, 2012
Finalists' Proposals Due	October 26, 2012
Public Art Selection Finalized	November 21, 2012
Contract Negotiations and Execution	December 14, 2012
Public Art Installed and Complete	September 1, 2014

## **Selection Criteria and Deliverables**

Applications will be reviewed by the FMATS Art Selection Advisory Committee based on:

1. Appropriateness of public art concept as it relates to the project goals and setting;
2. Artistic merit;
3. Project experience;
4. Communication skills;
5. References; and
6. Durability, maintenance, and safety of concept.

Artists are required to submit the following items:

1. Provide an executed contract as found in Exhibit A. This must be submitted to the Project Manager by September 21, 2012 to be considered a finalist.
2. Provide a detailed site plan. Show the arrangement of the proposed public art within the location. Show how far the proposed public art will be located from the edge of the traveled way using the provided site plan layout.
3. Provide a written narrative with site specified approach to concept in sufficient detail to clearly convey the public art installation. Define the materials that will be used to create the public art. Be sure to define the maintenance requirements for the art.
4. Submit a fully **detailed** budget and timeline.
5. Submit a detailed drawing of concept (s) on no larger than 11" x 17" paper. These may be in color. Multiple concepts will be accepted or multiple drawings showing different angles. Sample materials may be included on a small scale.
6. Submit a model of the public art.
7. Proposal should be no longer than 10 total pages, excluding the contract found in Exhibit A.
8. **Optional:** If you want to send an additional 5 Digital images of past work, images should be burned onto a Window-readable CD labeled with applicant's name, contact information and the number of images. Submit no more than 10 images in a jpeg file type, 2 MB maximum file size. Images from the first review will also be shown;

Do not submit additional materials. No submissions in binders or notebooks, as these are difficult to copy. Packets containing the above required submissions must be received by hand at the City of Fairbanks, 800 Cushman Street, Fairbanks, AK 99701. **This is not a postmark deadline.**

**Or they can be mailed to the following address:**

City of Fairbanks  
City Clerk's Office  
800 Cushman Street  
Fairbanks, AK 99071

### **Art Selection Jury**

The FMATS Art Selection Advisory Committee is the Jury for this installation.

### **Additional Information**

Requests for additional information may be directed to Donna Gardino . The telephone number is (907) 459-6786; the FAX number is (907) 459-6783; the email address is [djgardino@ci.fairbanks.ak.us](mailto:djgardino@ci.fairbanks.ak.us) . Site information is posted on FMATS' website at: [http://www.callforentry.org/fair\\_plans/1061.pdf](http://www.callforentry.org/fair_plans/1061.pdf)

# EXHIBIT "A"

## PROFESSIONAL SERVICES AGREEMENT

CITY OF FAIRBANKS

FMATS

FB-12-39

THIS AGREEMENT, made at Fairbanks, Alaska, this \_\_\_\_ day of \_\_\_\_\_, 2012, by and between the CITY OF FAIRBANKS, a municipal corporation of the State of Alaska, hereinafter referred to as the "City", and \_\_\_\_\_, of \_\_\_\_\_ hereinafter referred to as the "Artist".

WITNESSETH:

WHEREAS, the City has made a request for proposal for professional services for the **Downtown Fairbanks Greenspace Public Art**; and

WHEREAS, the Artist was selected, **as a finalist**, according to procedures of the Fairbanks General Code of Ordinances.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, in consideration of the premises and of the covenants and agreements to be performed by the parties hereto, the City and the Artist mutually agree as follows:

1. Scope of Services. The Deliverables are set forth on Page 3 and 4 of RFP 12-39 and are based on the submitted Qualifications and Concept by the Artist on August 27, 2012, which is attached to and made a part of this contract as Attachment "A".
2. Compensation. The City agrees to compensate the Artist on a lump sum basis for all services necessary as set out in paragraph 1, Scope of Services, for the total fixed price of \$2,000.00.

All prices include reimbursable expenses. Price for all services covers all hiring of sub-consultants, transportation, printing of reports, phone and any other items associated with the tasks and responsibilities described in this proposal.

3. Time Required to Perform the Scope of Services. The Artist agrees to begin work immediately on the Project described herein following the date of written notice to proceed by the City. Such work shall be conducted in accordance with the schedule listed on Page 3 of RFP No. 12-39. Consultant agrees to complete the work described herein by October 27, 2012 and agrees, if selected, to the final completion and installation date of September 1, 2014.
4. Project Organization. This project shall be the direct responsibility of \_\_\_\_\_, of \_\_\_\_\_, who will participate in all key elements of the project.
5. Contract Administration. The Artist shall be responsible to, and under the control of, the MPO Coordinator, or her designee, in the performance of its obligations under this agreement. The Artist

shall communicate with the City through the said MPO Coordinator or her designee.

6. Delegation/Assignment. The services and duties to be performed by the Artist are mutually agreed to be unique and personal, and neither party shall assign rights nor delegate any duties under this agreement without the written consent of the other.

7. Equal Opportunity Employers. The City and the Artist are both Equal Opportunity Employers and, as such, agree they will not discriminate against any employee or consultant for employment because of race, color, religion, national origin, ancestry, age, sex, marital status, change in marital status, or physical or mental handicap.

8. Ownership. If the Artist's concept is selected for final design and construction, the City shall own the public art created by the Artist pursuant to this contract, provided, however, copyright in the Public Art, including the design, shall be owned by the Artist, subject to the following restrictions:

- A. The City may display the Public Art in any place and manner, so long as the integrity of the work is not violated. Prior to the relocation of the Public Art, which may become necessary during the life of the Artist, the City shall, to the extent practicable, first consult the Artist by sending a notice to his/her last known address.
- B. The Artist shall transfer all drawings and models of the Public Art for Fairbanks created by the Artist pursuant to this contract to the City, and agree not to recreate the Public Art for another person or organization.
- C. The City may use the image of the Public Art for all standard museum purposes including, but not limited to, displaying the work(s), lending the work(s), reproducing the work(s) by methods involving photographic, electronic and mechanical means, and displaying, distributing, selling and transmitting such reproductions or images to the general public. Reproductions and transmissions may be released through media such as catalogues, books, brochures, postcards, invitations, magazines, newspapers, journals, films, television, slides, negatives and prints. All reproductions shall bear copyright notice, as prescribed by the Copyright Law of the United States, which shall read as follows "Artist Name. The effective date of this non-exclusive license shall coincide with the date of ownership of the work(s) of art itself and does not transfer ownership of the copyright to the City.
- D. The Artist shall be entitled to retain and utilize copies of the drawings and models, including photographs of the work, for his own exhibitions. The Artist shall further be entitled to reproduce such drawings, models and photographs for use in his portfolio and in books and publications about his work, and to exercise all other reproduction rights provided under the United States copyright laws, except as otherwise restricted by this contract.

9. Termination. The obligation to provide further services under this agreement may be terminated, (a) by the City with or without cause upon seven (7) days notice to the Artist and, (b) by the Artist for cause upon seven (7) days written notice to the City. In the event of termination by the City for cause, the Artist will be paid for services rendered and expenses incurred as of the date of notification. In the event of termination by the Artist for cause or by the City without cause, the Artist will be paid for services rendered and expenses incurred as of the date of notification plus reasonable

demobilization expenses not to exceed ten percent (10%) of the portion of the ceiling or lump sum price allocated to the task or phase in progress when termination occurs. In such case, the Artist shall provide to the City any partially completed information, data, results, computations preliminary information, draft reports or similar partially completed work which are in the possession of the Artist and for which the Artist claims any payment from the City. The City acknowledges it may not treat such partially completed work as final. In no case will the total compensation exceed the total ceiling price in effect at the time of termination unless mutually agreed in writing.

10. Jurisdiction: Choice of Law. Any civil action arising from this contract shall be brought in the Superior Court, Fourth Judicial District, for the State of Alaska, at Fairbanks, or in the United States District Court, for the State of Alaska, at Fairbanks. The law of the State of Alaska shall govern the rights and duties of the parties under this contract.

11. Entire Agreement. This contract and any writings incorporated by reference herein embody the entire agreement of the parties. This contract shall supersede all previous communications, representations or agreements, whether oral or written, between parties hereto. WITNESS WHEREOF, the parties have executed this contract as the day and year first above written.

The Artist: \_\_\_\_\_ ATTEST: (When Applicable)

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

CITY OF FAIRBANKS:

\_\_\_\_\_  
By: Jerry Cleworth  
Title: Mayor Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
By: Janey Hovenden  
Title: City Clerk Date: \_\_\_\_\_

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

\_\_\_\_\_  
By: Paul J. Ewers  
Title: City Attorney  
Date: \_\_\_\_\_

\_\_\_\_\_  
By: Donna J. Gardino  
Title: MPO Coordinator  
Date: \_\_\_\_\_