Request for Qualifications (RFQ) and Interest
Public Art for the new Salem Police Station for Salem, Oregon

CB Two Architects LLC, in conjunction with The City of Salem (Oregon) Public Art Commission seeks qualifications from experienced artists or artist-led teams to develop outdoor artwork for the new Salem Police Station.

Our vision is that the artwork will represent the commitment and dedication of the Police Department to the Salem community and the department’s core values of honor, integrity, service, and compassion in ways that are welcoming and inclusive. The project is located at a highly visible location and includes community gathering spaces. The public art also presents an opportunity to celebrate the community and convey the diversity, vibrancy, and vitality of Salem. Although residents will visit the Police Department for myriad reasons, there will be times when visitors are reporting difficult or traumatic incidents. The artwork may also comfort and inspire these visitors or help ease the experience of a victim entering the building.

Background

Project Background:

In May of 2017, City of Salem voters passed a $61.8 million bond measure funding the construction of a new Salem Police Station. The project will provide a much needed expansion for the Salem Police Department, which has been in the City of Salem Revised Code requires that one half of one percent of the funds for construction be dedicated to creating public art on the project.

Project Team:

Full construction documents and specifications are being developed by CB Two Architects in partnership with DLR Group, both architectural firms. MEP Engineering is also being provided by DLR Group. JE Dunn Construction has been selected as the Construction Manager/General Contractor for the project. The City of Salem’s primary project representatives are the City of Salem Project Manager, Owner’s Representative DAY CPM Project Manager, and a Deputy Chief from the Police Department. The successful proposer will report directly to CB Two Architects, LLC.

Police Department History:

The department’s core values are honor, integrity, service, and compassion which honor both our long history as a police department and demonstrating our commitment to our community.

The Salem Police Department’s law enforcement history starts in 1857 before Oregon became a state. Public safety started in Salem in the form of a town marshal on horseback, but was changed to a city police standard in 1922 when Frank Minto became the first chief of police.
The City of Salem incorporates sections of two counties, Marion and Polk. For nearly five decades the Willamette River separated the city of Salem in Marion County from the city of West Salem in Polk County. In 1949, the two cities merged, including the two police departments.

Most municipal police agencies wear a shield as the insignia of their organization. The Salem Police Department, however, has kept the tradition of wearing a five-pointed star emblem in tribute to Salem’s original marshal office. The Salem Police Department has experienced only one line-of-duty death, Patrolman Thomas Eckhart, in 1909. Officer Eckhart was shot while arresting a horse thief.

Site History:

The site selected for the new Salem Police Station is located on the 300 block of Division ST NE and is bounded by Commercial ST to the west, Division ST to the south, Liberty ST to the east, and Mill Creek to the north. As part of the prairie occupying the Willamette River floodplain, this area was first used by Native Americans. Due to its proximity to the Willamette River and Mill Creek, the area around the site was a suitable location for members of the Kalapuya Tribes to gather and trade. The State Historic Preservation Office has determined that a village of these native peoples existed in the vicinity, which was reported in the 1870s as an established winter settlement.

In the fall of 1840, the Oregon Methodist Missionary, Jason Lee, established a Mission just north of this block, and over the next decade constructed a lumber mill, flour mill and woolen mill. Since it was an ideal location to be close to this industry, one of Salem’s first residential neighborhoods was established on this block, with ten houses by 1895 and twenty-one houses, most with garages, by 1926. In addition to residential development, various businesses were present onsite or nearby throughout its history including the FJ Babcock Furniture Store, Salem Tent and Awning, a barber shop, a tavern, and Loder Brothers Used Cars. The remaining residential neighborhood was demolished in 1967 and redeveloped with a new Volkswagen dealership and repair shop. Under the ownership of the DeLon family, the entire site was soon paved over, and additional automobile sales and repair buildings were constructed on the site, which remained until their demolition in 2018.

Budget & Timeline

Budget:
A total of $245,460 is available for this opportunity including design, artist(s)’s fees, fabrication, transportation, installation and documentation. Multiple artist teams and/or multiple pieces of art may be selected within this set budget.

Current Project renderings and Site Plan are provided in Attachment 1.

Images of each of the two possible locations for the site-specific commission are featured in Attachment 2.

Project Timeline:
The design and integration of the art will be coordinated with the design team, starting from the selection date until February 2019. The installation period for the art will be July 2020 to November 2020.
Submit Qualifications: Required Materials

Letters of interest are due November 13, 2018 at 5 p.m. to Kirk Sund at kirk@cbtwoarchitects.com.

Artists and teams interested in being considered for the Salem Police Station Public Art commission in Salem must submit the following:

1. **Artist Statement of Interest:** Outline your interest in this opportunity and confirm your availability to meet the desired schedule within the budget. The Artist Statement of Interest will be an important aspect of the review process. It will assist the selection panel in understanding your perspective on approaching a project of this nature, and your perspective on the potential of this commission. Please address the following in your statement (2500 character maximum):
   - What perspective and/or experience do you bring to a project that is unique to you?
   - What specifically interests you about this project?
   - Which of the possible sites is your preference? Or both locations?
   - What is your experience in public art and collaborating with clients and communities?

2. **Résumé and References:** Submission shall include a current résumé that outlines your professional accomplishments as an artist (maximum of 5000 characters/equivalent of two pages; if a team, then 5000 character maximum for each team member.) Artist references should include at a minimum: Project Name, Project Scope, Project Cost, and Client Names and Contact information.

3. **Images of Past Work:** Submission must include visual representations of past artwork that demonstrate your qualifications for this project from no more than five previously completed projects. Proposal images from prior projects may be submitted, but should be clearly marked as proposals and cannot be more than two of the images.

4. **Descriptions of Past Work:** Submission must include a list of the submitted project images with descriptions that clearly explain both the projects and images. Each image must include information about: a) title; b) date of completion; c) location; d) dimensions; e) description of significant materials; f) budget and g) description of artist’s concept. If you were the member of a team or otherwise worked with other artists on a project you are submitting for consideration, please clearly state your actual role in the creation of the work.

Please review carefully as incomplete applications will not be eligible for consideration and will not be reviewed. Note: Cost Proposals are not requested and will not be reviewed at this time.

CB Two Architects, LLC reserves the right to accept or reject any or all responses to this call to artists without cause or to delay or cancel this process without liability to the CB Two Architects, LLC or its Client, if CB Two Architects determines it is in the Client’s interest to do so. The awarded artist(s) will be required to sign an AIA C727 Contract for Special Services with CB Two Architects, LLC. A sample is attached (Attachment 3).
Questions about this RFQ

Please contact Kirk Sund via email at kirk@cbtwoarchitects.com if you have questions about the project opportunity. Please address emails with the subject line “SPS: Call for Artists.” Questions and responses will be provided via email to all who have requested a copy of the RFQ.

Project Schedule

This is a projected schedule; dates may be subject to change.

<table>
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<tr>
<th>Date</th>
<th>Event</th>
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<tbody>
<tr>
<td>Oct. 15, 2018</td>
<td>RFQ released for artist response</td>
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<tr>
<td>Nov. 13, 2018</td>
<td>Deadline for submittal of artist statement of interest, resume, references, images and descriptions of past work. Up to five (5) artists will be invited to submit conceptual designs.</td>
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<tr>
<td>Nov. 26, 2018</td>
<td>The Project Selection Committee selects up to five (5) artist(s) for conceptual design contract specific to artist-preferred location. Salem will provide selected artists a $750 stipend for development of the conceptual design. CB Two Architects, LLC enters into a Memo Of Understanding (MOU) with selected artists to develop conceptual design proposal, renderings and narrative of approach to work. Each artist will be given the opportunity to interview the City of Salem Police Staff, City of Salem Project Staff, Project Design team, and will be able to tour site and review project drawings to gain better understanding of the project.</td>
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<tr>
<td>Jan 4, 2019</td>
<td>Conceptual designs including material, conceptual rendering, narrative description and how artwork meets selection criteria are due from up to five (5) artists.</td>
</tr>
<tr>
<td>Jan. 16, 2019</td>
<td>Selection committee makes final decision on the artist(s) for the commission.</td>
</tr>
<tr>
<td>By Jan. 30, 2019</td>
<td>CB Two Architects, LLC enters into contract with selected artist(s) for the artwork commission.</td>
</tr>
<tr>
<td>July-Nov. 2020</td>
<td>Artist(s) create and install work.</td>
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Selection Criteria

The Selection Committee will consider its selection guidelines for art acquisition, including:
1. Artistic quality: the strength of the concept, vision and craftsmanship of the proposed work and whether it is of exceptional quality and enduring value
2. Compatibility: Whether the work of art will enrich the architectural, historical, geographical and/or socio-cultural context of the site. Compatibility includes a consideration of media, as well as integration of the work of art into the design or function of the public improvement. All art forms will be considered.
3. Artist background and experience:
   - Aesthetic excellence of past projects; appropriateness of prior concepts as they relate to the New Police Station project goals and opportunity
• Experience, success, and/or interest in creating public artworks
• Experience developing works of art in outdoor environments
• Demonstrated ability to manage projects on time and on budget.

The Selection Committee will be made up of a Design Team representative, a Police Department representative, a City of Salem Project Team representative, and two Salem Public Art Commission representatives.

Additional Advisors to the selection committee will be made up of a Construction team representative, a Landscape Architect representative, additional Police Department representatives, and other Salem Public Art Commission representatives.

For more, see:
Attachment 2: Two Possible Locations for Site-Specific Commission

Location #1: The open Public Plaza on the south side of the building located along Division St, between Commercial St. and Liberty St.

Location #2: Along Commercial St. on the building’s Parking Garage. This art location could replace the proposed façade if it maintains the same level of transparency and security.
AGREEMENT made as of the « » day of « » in the year « »
(In words, indicate day, month and year.)

BETWEEN the Architect:
(Name, legal status and address)
« » « »
« » « »

and the Consultant:
(Name, legal status and address)
« » « »
« » « »

The Architect has made an agreement dated « » with the Owner:
(Name, legal status and address)
« » « »
« » « »

for the following Project:
(Include detailed description of Project, location, address and scope.)
« » « » « »
« » « » « »

The agreement between the Architect and the Owner is not incorporated in this Agreement by this reference. Unless specifically adopted, none of the terms of the agreement between the Architect and the Owner are incorporated in this Agreement. The Architect and Consultant agree as set forth below.
ARTICLE 1   CONSULTANT'S SERVICES
(Here list those services to be provided by the Consultant under the Terms and Conditions of this Agreement. Note under each service listed the method and means of compensation to be used, if applicable, as provided in Article 9, and the dates by which such services are to be completed.)

<table>
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<tr>
<th>Service to be provided</th>
<th>Method and means of compensation</th>
<th>Completion date</th>
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ARTICLE 2   CONSULTANT'S RESPONSIBILITIES
§ 2.1 The Consultant is an independent contractor, is responsible for methods and means used in performing the Consultant's services under this Agreement, and is not an employee, agent or partner of the Architect.

§ 2.2 The Consultant shall designate a representative authorized to act on the Consultant's behalf.

§ 2.3 The Consultant shall recommend to the Architect that appropriate investigations, surveys, tests, analyses and reports be obtained as necessary for the proper execution of the Consultant's services.

§ 2.4 The Consultant shall coordinate the Consultant's services with those of the Architect and the Architect's other consultants for the Project, and shall provide progress copies of drawings, reports, specifications and other necessary information to the Architect and the Architect's other consultants for coordination and review. All aspects of the Work designed by the Consultant shall be coordinated by the Consultant, and the Consultant shall also become familiar with the Work designed by the Architect and the Architect's other consultants as necessary for the proper coordination of the Consultant's services.

§ 2.5 The Consultant shall not be responsible for the acts or omissions of the Architect, Architect's other consultants, Contractor, Subcontractors, their agents or employees, or other persons performing services related to the Project.

§ 2.6 The Consultant's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Work.

ARTICLE 3   ARCHITECT'S RESPONSIBILITIES
§ 3.1 The Architect shall be the general administrator of the professional services for the Project, and shall facilitate the exchange of information among the consultants retained by the Architect.

§ 3.2 The Architect shall designate a representative authorized to act on the Architect's behalf.

§ 3.3 Prompt written notice shall be given by the Architect to the Consultant if the Architect observes or otherwise becomes aware of any fault or defect with respect to the Consultant's services for the Project.

ARTICLE 4   PAYMENTS TO THE CONSULTANT
§ 4.1 DIRECT PERSONNEL EXPENSE
§ 4.1.1 Direct Personnel Expense is defined as the direct salaries of the Consultant's personnel engaged on the Project, and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, pensions and similar contributions and benefits.

§ 4.2 REIMBURSABLE EXPENSES
§ 4.2.1 Reimbursable Expenses are in addition to compensation for the Consultant's Services and include expenses incurred by the Consultant and the Consultant's employees in the interest of the Project as identified in the following Clauses 4.2.1.1 through 4.2.1.3.

§ 4.2.1.1 Expense of transportation in connection with the Project; expenses in connection with authorized out-of-town travel; long-distance communications; and fees paid for securing approvals of authorities having jurisdiction over the Project.

§ 4.2.1.2 Expense of reproductions and postage and handling of documents.

§ 4.2.1.3 If authorized in advance by the Architect, expense of overtime work requiring higher than regular rates.
§ 4.3 PAYMENTS ON ACCOUNT OF SERVICES
§ 4.3.1 Payments for the Consultant's services and for Reimbursable Expenses shall be made on the basis set forth in Article 9.

§ 4.3.2 The Consultant shall submit invoices for the Consultant's services and Reimbursable Expenses. The Architect shall review such invoices and, if they are considered incorrect or untimely, the Architect shall review the matter with the Consultant and confirm in writing to the Consultant within ten days from receipt of the Consultant's billing the Architect's understanding of the disposition of the issue.

§ 4.4 CONSULTANT'S ACCOUNTING RECORDS
§ 4.4.1 Records of Reimbursable Expenses and expenses pertaining to services performed on the basis of a Multiple of Direct Personnel Expense shall be available to the Architect or Architect's authorized representative at mutually convenient times.

ARTICLE 5 USE OF CONSULTANT'S DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS
§ 5.1 Except for reference and coordination purposes, documents prepared by the Consultant are instruments of the Consultant's service for use solely with respect to this Project and, unless otherwise provided, the Consultant shall be deemed the author of these documents and shall retain all common law, statutory and other rights, including the copyright. The Architect shall be permitted to retain copies, including reproducible copies, of the Consultant's documents for information and reference. The Consultant's documents shall not be used by the Architect or others on other projects, or for completion of this Project by others, unless the Consultant is adjudged to be in default under this Agreement, except by agreement in writing and with appropriate compensation to the Consultant.

§ 5.2 The Architect and Consultant shall not make changes in each other's documents without written consent of the other party.

§ 5.3 Submission or distribution of Consultant's documents to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the Consultant's reserved rights.

ARTICLE 6 ARBITRATION
§ 6.1 Claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be subject to and decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect unless the parties mutually agree otherwise.

§ 6.2 Demand for arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. A demand shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statutes of limitations.

§ 6.3 An arbitration between the Architect and Consultant may be joined with an arbitration between the Architect and any person or entity with whom the Architect has a contractual obligation to arbitrate disputes if the arbitrations involve common questions of fact or law. No other arbitration arising out of or relating to this Agreement shall include, by consolidation, joinder or in any other manner, an additional person or entity not a party to this Agreement except by written consent containing a specific reference to this Agreement and signed by the Architect, Consultant, and any other person or entity sought to be joined. Consent to arbitration involving an additional person or entity, other than a person or entity with whom the Architect has a contractual obligation to arbitrate disputes, shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent or with a person not named or described therein. The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by the parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 6.4 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.
ARTICLE 7 MISCELLANEOUS PROVISIONS

§ 7.1 Unless otherwise provided, this Agreement shall be governed by the law of the principal place of business of the Architect.

§ 7.2 Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than the date final payment is due the Consultant pursuant to Article 4.

§ 7.3 The Architect and Consultant, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither Architect nor Consultant shall assign this Agreement without the written consent of the other.

§ 7.4 This Agreement represents the entire and integrated agreement for the Project between the Architect and Consultant and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Architect and Consultant.

ARTICLE 8 TERMINATION OF AGREEMENT

§ 8.1 This Agreement is terminated if and when the Project is suspended or abandoned, or if the Architect's involvement with the Project is suspended or terminated. The Architect shall promptly notify the Consultant of such termination.

§ 8.2 This Agreement may be terminated by either party upon seven days' written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.

§ 8.3 In the event of termination not the fault of the Consultant, the Consultant shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due.

ARTICLE 9 BASIS OF COMPENSATION

The Architect shall compensate the Consultant for the services provided, in accordance with Article 4, Payments to the Consultant, and the other Terms and Conditions of this Agreement, as follows:

§ 9.1 COMPENSATION FOR THE CONSULTANT'S SERVICES, as described in Article 1, Consultant's Services, shall be computed as follows:

(Insert basis of compensation, including stipulated sums, multiples or percentages, and identify the services to which particular methods of compensation apply, if necessary.)

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<tr>
<th>Service(s) to be compensated</th>
<th>Basis of compensation</th>
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§ 9.2 FOR REIMBURSABLE EXPENSES, as described in Article 4, and any other items included in Article 10 as Reimbursable Expenses, a multiple of « » times the expenses incurred by the Consultant, the Consultant's employees and subconsultants in the interest of the Project.

§ 9.3 IF THE SCOPE of the Consultant's services is changed materially, the amounts of compensation shall be equitably adjusted.

§ 9.4 INSURANCE COVERAGES

(After consultation with insurance counsel for the Architect and Consultant, insert the minimum limits of insurance required for each type of insurance required.)

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<tr>
<th>Type of insurance</th>
<th>Minimum limit ($0.00)</th>
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ARTICLE 10 OTHER CONDITIONS OR SERVICES

« »
This Agreement entered into as of the day and year first written above.

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<tr>
<th>ARCHITECT</th>
<th>CONSULTANT</th>
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