



Public Art Research and Design RFP
Questions and Answers

3.6.2020

Budget

Q: Based on our previous experience consulting, designing, fabricating, and installing objects similar to this, I'm afraid that the budget is not going to be sufficient for three sculptures of this scale. We are currently creating a 16' tall outdoor sculpture for another prominent artist that is more in the range of \$350,000. At 20' tall, the allocated budget for this particular project would be more in line with us creating one of these items.

A: *The budget is somewhat flexible, and is intended for one to three sculptures depending on how the selected firm is able to stretch the budget. Our provided budget range is in large part intended to recognize that as a non-profit organization, we have limited financial capacities and therefore hope interested firms will help balance design and financial considerations accordingly.*

Additionally, please note that we never dictate the height of the sculpture. The only place 20' is noted is in illustrative renderings from the artist.

Q: If the artist must travel is that factored into our R&D budget? If so, how many trips are required?

A: *The Conservancy will cover the cost of travel expenses (travel, housing and per diem) up to two visits by the Artist to the Consultant's office/studio during the R&D phase.*

Q: Is the Artist fee included in the project budget?

A: *No, the Artist fee is not part of the budget, but will be paid separately by The Conservancy.*

Q: Are Maintenance and/or repairs included in the project budget?

A: *Any necessary maintenance or repairs will be separately contracted. Since The Greenway is a public space, people will be touching and interacting with the works, so there is potential to damage the work. Consultants should anticipate methods of and ease of maintenance/conservation.*

Q: Does this project require Union contracts?

A: *No*

Q: What is the payment schedule per phase? Especially Phase III which includes fabrication, installation and then a year until deinstallation?

A: *We are willing to negotiate a payment schedule that works best for the fabricator when contracting for each phase. Typically, we split payments with the majority of the budget provided upon signing of the contract, and then additional portions of the budget associated with each deliverable.*

For example: for Phase I, 75% of the budget would be provided upon signing of the contract and the remaining 25% upon successful delivery of all project components to The Conservancy.

Q: Please provide examples of previous pro bono work and other donations that have been made, as they relate to the “Fee Proposal” section of the submission instructions found in the RFP. Would this donation qualify as a tax write off?

A: *The majority of the non-profit Conservancy’s budget comes from private sources, including generous in-kind donations. Examples include a wide range of product donations (e.g. food & beverage for special events, flight vouchers and hotel rooms for exhibiting artists) and discounted and in-kind services (e.g., mural installation, website design, and legal services). We provide in-kind donors with gift acknowledgements. A tax professional could best address your questions about tax deductibility.*

Please see Attachment A for an example for how to present donations in the RFP and for the Conservancy’s In-Kind Donation Form

Q: How will the Consultant be credited for services provided in collaboration with the artist Daniel Gordon?

A: *The Greenway will honor the Contractor’s support through presenting their logo on artwork signage. In the case of pro-bono or in-kind work, the Conservancy will negotiate further recognition.*

Artist Vision & Expectations

Q: Is the Artist trying to achieve a high fidelity to the “front” and “back”? Or a more stylized or interpreted version?

A: *The Artist expects the front of the sculpture to closely match the aesthetic and/or printed illusions of the front of the design. The artist creates his work by enlarging and altering images sourced from the web, and thus much of his work has visible pixels and/or has colors that are apparently altered. With this being said, the Artist does not expect the sculpture’s to be an exact match, but rather hopes to carry the same aesthetic energy of his props. The Artist’s intention is for the “front” to look intentional, whereas the “back” should look relatively haphazard.*

The Artist is not tied to the illusion of glue and wires on the “back”. Rather, he is tied to the aesthetic and emotional quality of the back: that it’s rough, handmade, that there is a kind of haphazard, accidental look, and that the “back” differs dramatically from the “front”. The fabricator could present methods of working in rigid materials that differ dramatically from the creation of the objects in paper, but that achieve the same emotional and physical energy.

Q: Will the Artist want or need to do any of the finish work/painting of the sculptures himself?

A: No. The Artist will work with the Consultant to acquire files and/or design a finishing process but will not require doing the finishing work himself.

Q: Does it have to be archivally printed?

A: The Artist is interested in having conversations with fabricators about the best ways to finish and fabricate the work. Daniel understood that the object may not be exactly the product of the paper prop, and acknowledged that a fabricator may dictate a way of making or material use.

If the finish is printed, then yes the finish should be durable to ensure the longevity of the piece and the finishing. Yet the artist is open to other finishing methods to convey the spirit of the piece.

Installation Requirements

Q: Which permits will The Greenway provide? Specifically regarding the Massachusetts DOB?

A: The Conservancy will handle any and all required permitting. The Consultant is required to provide Massachusetts stamped engineering documents which will aid the Conservancy in all permitting processes.

Q: Are locations for the artwork finalized? Do they need to be in the lawn or on the hardscape?

A: Artwork locations (hardscape and/or lawns) are open for negotiation. Please note that The Greenway is home to over 450 events a year, so there are many considerations that will be taken into account for every site. Any site locations must be approved by Conservancy staff.

If on the hardscape, any base plates will need to be designed in collaboration with Conservancy to meet the specifications of a given hardscape. If on the lawn, concrete footings will be required.

Three lawn sites on The Greenway have existing footings in the lawns, which may be used for the artwork. See Attachment B for locations and details of existing and incoming footings.

Q: Is there an expectation that the Consultant would bring their own installers, or can we sub-contract out to installers in the Boston area?

A: We acknowledge that the Consultant may need to hire subcontractors in order to perform aspects of an installation. We do not expect the Consultant to have all facilities in-house; we expect any and all work performed by any subcontractor to be overseen by the hired Consultant. Any subcontractor working on The Greenway must provide Certificates of Insurance meeting The Conservancy's insurance requirements. We have numerous companies that we have worked with in the past who are familiar with The Greenway, in the case the Consultant is looking for suggestions on local companies.

See Attachment D for a full delineation of the Conservancy's insurance requirements.

Q: If a platform/footing is needed to be built/poured is this part of the Consultant's project scope or will the Greenway be handling this?

A: *This is part of the Consultant's project scope.*

Q: Are there anchoring method restrictions?

A: *The artwork site will determine the anchoring method restrictions. In the case the artwork is placed on a hardscape, the anchoring method must be designed to specifically account for the type of hardscape and for public safety. See Attachment C for details of preferred anchoring methods.*

Q: Are there weight limitations for each sculpture/predetermined location(s) on the property to take into consideration during the design process?

A: *The load capacity for all sites on The Greenway is H-20 & HS-20.*

Q: Are there existing maps and architectural plans for proposed install locations for planning purposes?

A: *There are maps and as-built drawings for most locations along The Greenway. The Conservancy will provide the Consultant with all required drawings upon determination of the site.*

Q: Is the Consultant expected to create a lighting plan?

A: *No, the Consultant will not be creating a lighting plan; this is not part of the RFP.*

Fabrication, Shipping, Installation, Etc.

Q: What scale will the artworks need to be?

A: *The Artist and Greenway Conservancy understand that bigger is not always better. Phase I is intended to be an exploratory process where the selected Consultant will advise the artist and Conservancy on scale and feasibility of this project and different alternatives and the proposed cost.*

Q: What becomes of the sculpture after the May 2022 deinstall? Storage/refuse/transport all must be negotiated prior.

A: *Upon deinstallation and delivery of the Artwork to a designated storage site, title to the physical Artwork shall pass to Artist and Artist shall assume full responsibility for any storage costs and associated insurance. The Consultant will be required to manage the deinstall and transportation to the designated site.*

Q: Does the artwork need to be crated?

A: *The Consultant will need to create a system for moving the artwork. That may be a crate or a constructed travel frame. The expectation is that the artwork may be packed, toured and shipped in a container, and may need to be designed specifically for this expectations. As stated in the RFP, the goal is to create artwork that will be exhibited on The Greenway for one year but that may be exhibited off The Greenway after de-install.*

Q: There is no mention of a maintenance contract in RFP, how will this be negotiated as a separate contract?

A: *As part of the Phase III contract, the Conservancy will require a maintenance manual delineating materials used for finishing and methodology for repairs. In the case maintenance or conservation is needed, the Conservancy will create a new contract.*

Proposal

Q: Is a gantt chart an acceptable tool to use in addition to the written response for "A.) Response to Scope of Services" found under the Submission Instructions of the RFP?

A: Yes.

Q: The RFP states: "All designs will be suitable and engineered for public display in the New England climate". Is this with the understanding that the engineering review in the subsequent design/engineering phase may lead to revisions to the designs that result from Phase I? Or should we assume that some consultation with our engineer should occur during Phase I?

A: *We are looking for firms to present a working process that will ensure efficiency and thoughtful preparation of designs in Phase I, and thus we imagine working with an engineer may be necessary. We will not expect a fully stamped engineering packet until the end of Phase II, but recognize that bringing an engineer in immediately may be necessary.*

See below for more on this subject.

Q. Consulting with an Engineer feels essential for Phase 1. How should we reflect that within our proposal?

A: *Our phases are illustrative; please create a proposal that delineates the best way for your team to work. The Conservancy does expect to finalize a site and artwork prior to creating an entire engineering packet, so if the Consultant would prefer to combine components of Phases I and II, please delineate if and how various decisions would need to be made in collaboration with the Conservancy within your proposal.*

Q: What is the deliverable from Phase 1?

A: *A good deliverable on Phase I would be a relative concept for scale, some tested and proven samples for finishing, and a vision for how to achieve the aesthetic goals of the sculpture that feel feasible to the fabricators and interesting to the Artist. Additionally, the Consultant should be able to provide some cost estimating, to help advise the Conservancy on which sculptures are most feasible and the realistic costs of various works. For instance, the Consultant could present plans, concepts and budgets for multiple smaller pieces placed on plinths relative to one or two larger pieces.*

Q: In our written proposal, should our scope of services (timeline, action items, deliverables, etc.) be outlined just for Phase 1: Research & Design, or should we give a general outline of our overall goals for the project?

A: *The written proposal should fully outline the scope of services for Phase I: Research & Design. The Conservancy will need to fully understand the working plan of the Consultant in how the firm works, who will be involved in decision making, and how the firm expects to work with an Artist. Additionally, a full understanding of the feasibility of the Consultant managing Phases II and III will be helpful, but a full timeline and list of action items and deliverables will not be needed for subsequent phases.*

Q: If we are not selected for Phase 1, would we still have the option to submit bids for other phases of the project down the line?

A: *The hired Phase I Consultant will be given preference for subsequent Phases. However, in the case that the hired Consultant for Phase I does not work effectively and efficiently with the Artist and/or Consultant, the Conservancy will open a bidding process for the subsequent Phases.*

Attachment A: In-kind Donation Form & Fee Proposal



Rose Fitzgerald Kennedy Greenway Conservancy, Inc

In-Kind Contribution Form

Date of Contribution	Description of Contributed Item (s) or Services	Purpose for Which Contribution Was Made	Real or Approximate Value of Contribution	How was Value Determined? (i.e. Actual, appraisal, fair market value)	Who Made This Value Determination?

Name of Contributing Organization / Agency / Business / Individual:

Address of Above Contributor: Phone #:

Printed / Typed name of Contributor's Authorized Signee: Title:

Signature of Authorized Signee: Date:

Please fill out, sign, and return this form (keeping a copy for your records) to the Rose Kennedy Greenway Conservancy, 185 Kneeland Street, Boston, MA, 02111, in order to receive acknowledgement and credit for your donation. On behalf of the Board and Staff, thank you for your generous gift!

Below is a prepared Fee Proposal from a separate RFP prepared by The Conservancy

VIII. FEE PROPOSAL

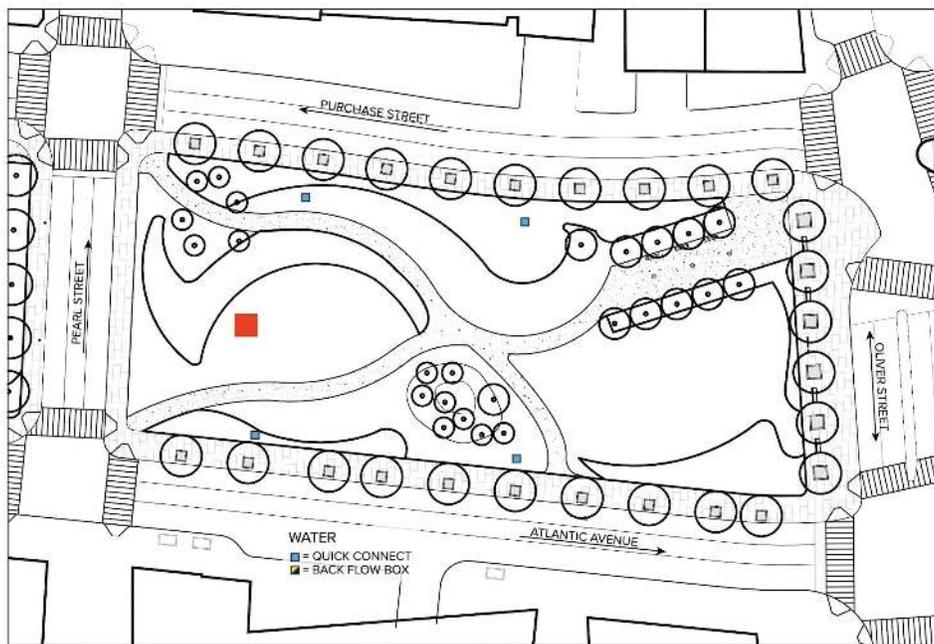
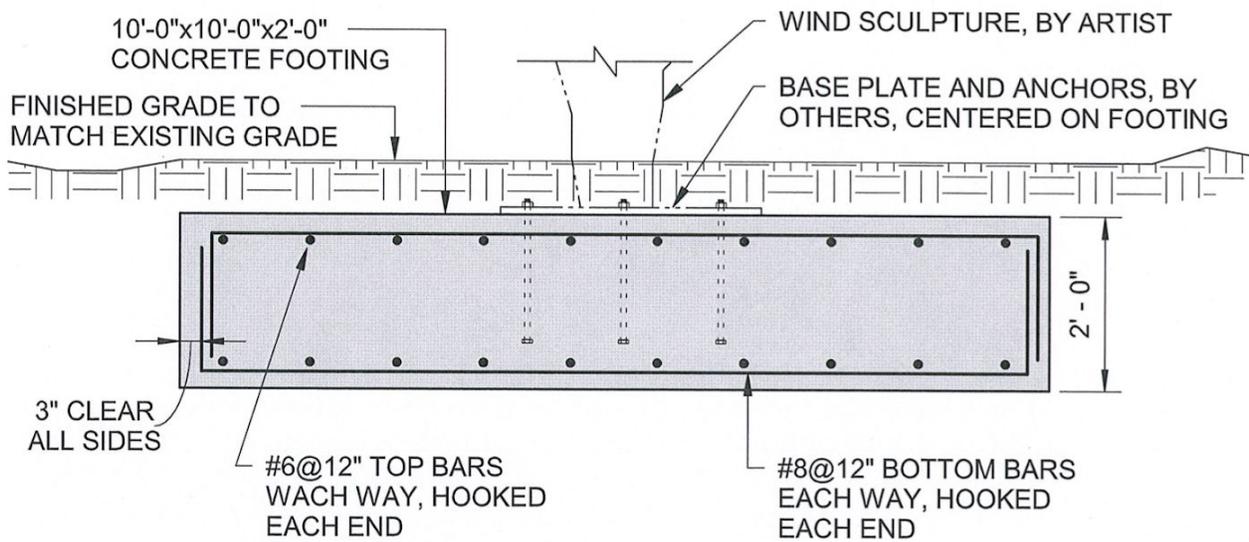
Scope	Estimated Hours	Fee
Asset Inventory	581	\$12,000
Evaluation of Assets	111	\$2,000
Report of Findings	130	\$27,000
Total	722	\$41,000
Donated (Pro Bono) Work*	16	\$0
Total (Less Donation)	706	\$41,000

Attachment B: Pre-existing Footings

There are two sites with existing footings, though this is rare as we require the removal of footings during de-install. Absolutely no new footings or anchors may remain on-site after an artwork is de-installed. Artists must plan to remove footings from the site and disposed of off site through a contractor. As part of a project budget, the costs for de-install and disposal of footings must be considered.

Parcel 19 - Atlantic Ave & Pearl St

In 2020, a new footing will be created on Parcel 19. The engineering drawing below illustrates this incoming footing. If desired, The Conservancy may leave this footing for a sculpture, with the expectation that it is removed at the end of the exhibit.



Parcel 21 - Atlantic Ave. & Congress St.

Two footings exist on Parcel 21, and have housed numerous artworks.



Attachment C: Preferred Anchoring Methods

For any substantial footing requiring an engineers' design/stamp, the engineer will specify the footing. The Greenway Conservancy has a strong preference for the following types of footings:

- Duckbill
- Sono tubes
- Earth Anchors
- Wedge Anchors (for hardscapes)

Concrete sonotube footings work well on most sites, although some sites have very shallow depth and cannot accommodate some footing needs or methods.

In certain parcels, with Conservancy approval, expansion or wedge anchors may be installed into the concrete finish or base slab, securing the artwork in place. Dimensions of these anchors shall be determined based on location and pavement type at the specific location and shall be stainless steel. A rubber barrier must be placed between the artwork and hardscape to protect from damage and/or discoloration of the hardscape.

Attachment D: Insurance Requirements

Our standard contract language for artists states, in section I. f.:

These illustrative Insurance Requirements below are incorporated into and made part of any agreement by and between the Rose Fitzgerald Kennedy Greenway Conservancy, Inc. and any Contractor the Conservancy or the Artist hires.

I. Types of Insurance

The following insurance requirements represent the minimum required insurance coverages and limits. It is understood that these limits do not limit the liability of the Contractor.

1. Workers Compensation

Contractor shall maintain the following workers compensation limits:

Coverage A Workers Compensation: Statutory as Required by Massachusetts Law

Coverage B Employers Liability:

- bodily injury by accident \$500,000 each accident
- bodily injury by disease \$500,000 each employee
- bodily injury by disease \$500,000 policy limit

2. Property

Contractor must secure property insurance on an all risk basis, subject to full replacement cost for all property used in conjunction with Contractor's operations with the Conservancy. Such insurance should contain a waiver of subrogation stating Contractor waives all rights of subrogation against the Conservancy for loss to Contractor's property. It is agreed that the Conservancy is not responsible for any loss whatsoever to Contractor's property.

3. Automobile Liability

Contractor shall maintain the following minimum limits of automobile liability insurance:

- \$1,000,000 per accident, bodily injury and property damage combined

Coverage must include non-owned and hired liability.

4. General Liability

Contractor shall maintain the following minimum limits of general liability insurance:

- \$1,000,000 per occurrence for bodily injury and property damage
- \$5,000 medical expense
- \$1,000,000 personal injury
- \$2,000,000 general aggregate
- \$1,000,000 products / completed operations

Coverage must be equivalent to ISO Form CG 01 01 12 07.

Coverage must be provided on a first dollar basis without a deductible. General liability policies subject to a deductible will need to be approved by the Conservancy.

5. Umbrella

Contractor shall maintain the following umbrella limits:

- \$5,000,000 per occurrence
- \$5,000,000 aggregate

Self Insured Retention: Not to exceed \$10,000.

Coverage should be equivalent or broader than the coverage afforded on the underlying general liability, automobile liability and employers liability grant within the workers compensation policy.

II. Other requirements

Certificates of Insurance evidencing the above required coverages must be provided to the Conservancy at the execution of contract. Certificates of Insurance must be provided naming the following entities as Certificate Holders:

- Rose Fitzgerald Kennedy Greenway Conservancy, Inc.; 185 Kneeland St.; Boston, MA 02111
- City of Boston; One City Hall Square; Boston, MA 02201
- Massachusetts Department of Transportation; 10 Park Plaza, Suite 3170; Boston, MA 02116

Insurance Carriers must be authorized to write business in the Commonwealth of Massachusetts and have a minimum AM Best Rating of A- VII. Certificates must specify the current AM Best Rating of each insurance carrier providing insurance to Contractor.

Certificates must also specifically state the above entities are named as additional insureds on the general liability, automobile liability, and umbrella liability policies. The certificate must also state that the coverage is being afforded to the additional insured on a primary and noncontributory basis.

All policies required must include a waiver of subrogation, waiving all of Contractor's rights against the Conservancy, The City of Boston, and the Massachusetts Department of Transportation. Certificate must note the same. The workers compensation policy must be specifically endorsed as such.

The certificate should indicate that 30 days' notice of cancellation or nonrenewal to each certificate holder will be provided. Any "endeavor to provide notice" should be deleted. The policies must be specifically endorsed to provide notice to the certificate holders.

Failure to provide property and casualty insurance certificates meeting the requirements detailed herein could result in revocation of acceptance and denial of access to The Greenway.

All insurance required must be maintained throughout the duration of the contract. If at any time during the Term of Contractor's contract with the Conservancy evidence of current insurance is not on file with the Conservancy, then Contractor's right to occupy its designated Location(s) and provide Services will be suspended until Contractor provides the Conservancy with acceptable evidence of the required insurance.