



CALL *for* ARTISTS

Temporary Public Art:
Artist and Artwork Selection

Carlsbad Sculpture Garden

Date Issued Wednesday, June 29, 2022

Due Friday, Sept. 2, 4 p.m.

Contact Tonya Rodzach
Public Art Coordinator
Library & Cultural Arts
City of Carlsbad
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Carlsbad, CA 92011

442-339-2090
arts@carlsbadca.gov

 City of
Carlsbad
Cultural Arts

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Cover Image Credit:

Artist: Deanne Sabeck

Title: Heliotrope III

Year created: 2017

Currently on view in the Carlsbad Sculpture Garden through Aug. 26, 2022

Call for Artists **Carlsbad Sculpture Garden**

The City of Carlsbad's Library & Cultural Arts Department is seeking artists to lend their sculptural work to take part in a larger group exhibition at the Carlsbad Sculpture Garden. This group exhibit will showcase work by established and emerging artists from around the region. These artists may have displayed works in various venues throughout the city's Cultural Arts programs or may be new to the city's Sculpture Garden.

The Carlsbad Sculpture Garden was established in 1995 as a temporary outdoor exhibition space. Over those years, approximately 45 artists with a regional, national or international presence have exhibited their work. This exhibition aims to increase community interest in public art, champion artists and offer a unique opportunity to showcase original works of art in Carlsbad.

Where

The Carlsbad Sculpture Garden is located behind 2955 Elmwood Street, Carlsbad, 92008, just north of the Georgina Cole Library, off of Pio Pico. This site also houses the city's Communication & Engagement Department staff. This exhibition space is open to the public, free, Tuesdays through Saturdays from 10 a.m. to 5 p.m.

What

The ideal outdoor sculptural piece would:

- Capture the community's interest and delight, and be designed to create an exciting experience for visitors
- Artwork may include an illuminated, kinetic and/or interactive (#selfies) feature
- Engage and aesthetically appeal to individuals of all ages and backgrounds
- Provide people a sense of place that's welcoming to this distinctive area
- Capture the spirit, energy and liveliness of Carlsbad's community
- Encourage an environment for artistic creativity and promote Carlsbad as a local, state and national leader in arts, culture and public art
- Increase awareness of Carlsbad's Art in Public Places strategy as an integral component for attracting business and tourism to Carlsbad

Artistic Vision Statement

Over the past 25 years, the city's Sculpture Garden has presented an amazing range of sculptures. Art fosters an innovative spirit. Art also engages individuals to dive deeper into their thoughts and observations. Carlsbad has highlighted an array of artists, and we are honored to continue celebrating artists who work in various methods and materials. In this exhibit, we are showcasing the diversity of talent found locally and regionally, as well as established and emerging artists.

What's Next

Seeking artists to create new work or lend existing sculptural work as part of a group exhibition. The selected artists will agree to loan their artwork to the city for an 18-month period and will be compensated for the loan of artwork.

All work entered must be freestanding and suitable for long-term outdoor public display. The durability of the work will be a consideration for selection, as will the public safety of the work. All accepted entries must be capable of being properly secured to a concrete pad. A typical concrete footprint varies, but is approximately 4 ft. by 4 ft. The Carlsbad Sculpture Garden may also have an opportunity to exhibit

a wall-mounted work of art. Artwork must withstand a public and marine environment, including occasionally windy, rainy and humid conditions, for the duration of the exhibit. The city is looking for sculptures that will create an overall aesthetically distinctive exhibit, and sculptures should be a minimum of 5' tall, with preference given to sculptures at least 7' tall and no taller than 10' in height. The city will consider showing artwork that was previously shown in the Carlsbad Sculpture Garden, or new artwork for this group exhibit.

Project Description

Once an artist and artwork have been selected, the project will begin in late October 2022 with installation and exhibit opening date tentatively scheduled to take place in early February 2023 and to be on display until August 30, 2024. The project budget is not to exceed \$5,000 per work of art, all-inclusive of labor, materials, travel expenses, delivery and pick-up of artwork, and loaning the artwork for an 18-month period.

About the City of Carlsbad

Now a city of roughly 115,000, the city is still known as a "village by the sea" and prides itself on its small, coastal town feel. No longer reliant on agriculture as a sole economic engine, the City of Carlsbad is a popular tourist destination and home to a number of commercial and industrial enterprises. Its enviable location between San Diego and Los Angeles, striking coastline, fertile soil and temperate climate all ensure the city's attractiveness and growth into the 21st century.

Arts and Culture in Carlsbad

Arts and culture have long been an essential component of Carlsbad life. Founded in 1986, the city's [Cultural Arts Office](#) provides cultural services throughout the community and works with various partners to expand arts programming and deepen arts appreciation. Two of its most popular programs have been TGIF Concerts in the Parks, a free musical series offered each summer, and the William D. Cannon Art Gallery, presenting works by local, regional and international artists. Today, the city recognizes the value of a strong arts and culture community as an integral part of daily life and the strong growth of the arts and creative economies within the region.

In June 2018, City Council approved the [Arts & Culture Master Plan](#) that supports the City of Carlsbad's commitment to the following core values:

- High-quality programs
- Dedicated resources
- History of partnership

The guiding principles outlined in the Arts & Culture Master Plan elevates the role of the Cultural Arts Office to expand from a provider of arts programming and funding into a broader set of new roles that allow the city to realize this vision of the arts and culture in everyday life while stimulating an expanding creative sector economy. This effort continues to build on its ability to bring residents together with the city as a leader in bringing innovative ideas to the community, partnering with local groups to create capacity within the creative sector and connecting across city departments and among city partners.

The city's Cultural Arts Office supports quality arts and cultural programming that promotes the representation and participation of diverse groups of individuals, including and not limited to people of differing abilities, class, generations, ethnicities and races, gender identities, religious or spiritual beliefs, sexual orientations and veteran status.

About the city's Art in Public Places Program

In 2016, the City of Carlsbad completed a [public art visioning process](#) with the goals to:

- Define broad citywide goals and priorities for public art
- Establish timelines for implementation of public art
- Educate the public of the value of public art in the community

The city's public art program has a distinguished and significant history. The city's Art in Public Places Program integrates art and the vision of artists into the development of public settings by collaborating with local, regional and nationally-known artists to include the values and history of our community into their work.

The program goals are:

- To increase the understanding and appreciation of art in public places of Carlsbad residents and visitors.
- To acquire and commission quality and diverse works of art for community enrichment that is site-specific and environmentally responsive.
- To encourage the participation of diverse socioeconomic and ethnic groups in the public art program and process.
- To support and involve artists in developing, collaborating and implementing Carlsbad's public spaces and community development projects.
- To encourage collaboration between artists and architects, landscape architects and civil engineers for public projects.
- To encourage an environment for artistic creativity in Carlsbad and promote Carlsbad as a local, state and national leader in arts, culture and public art.
- To increase awareness of Carlsbad's art in public places activities as an integral component for attracting business and tourism to Carlsbad.

Like the city's Capital Improvement Program, public art is also created in the community's best interest and designed to create exciting new aesthetic experiences that will engage Carlsbad's growing community and refresh its infrastructure.

The city's **temporary public art program** encompasses all the same goals of the city's Art in Public Places program while supporting various visual arts experiences with the possibility of a performing arts elements. These arts experiences may range from a single experience to a short term of several days or a longer duration over multiple years. The overall goal is to provide a greater awareness of local and regional artists and heighten the visibility of artists and the arts in Carlsbad.

For more information, visit the city's public art program and the city's permanent collection [webpage](#).

Budget

\$5,000 per selected artwork. This amount is inclusive of labor, materials, travel expenses, delivery and pick-up of artwork, and loaning the artwork for a 18-month period.

Eligibility and Selection Process

Eligibility

This call for artists is open to all artists who create outdoor sculptures of the highest aesthetic value and who live locally or regionally.

To Submit

Artists will be required to submit the following information:

- Artist vitae
- A brief artist statement talking about what interests you about this opportunity
- Examples of current sculptural works of art available for loan
- If applicable, design concepts of proposed work of art
- Dimensions of submitted works of art
- Any supporting materials you may wish to include

Selection Criteria

Each emerging or established artist will be selected based on the following criteria:

- Artwork that's suitable for long-term outdoor public display
- Artwork to withstand a public and marine environment, including occasionally windy conditions
- Artwork is capable of being properly secured to a concrete pad, approximately 4 ft. by 4 ft., but is dependent on the overall design
- Past artworks and creativity of approach
- Past exhibition and working within the public sector
- Ability to show images of the proposed work of art

Notification of Results

Artists will be notified of the committee's decision via email by mid-October, 2022. Please note that the City of Carlsbad reserves the right not to select any artworks or refuse artwork if it doesn't meet the proposed deliverables.

Project Schedule

The City of Carlsbad staff will curate and design the exhibit, select the site of installation and work with a contractor to complete the installation of the works of art. The artwork is slated to be on display for the duration of 18-months, including the timing of the installation and deinstallation. The project will begin in late-October 2022 with installation and exhibit opening date tentatively scheduled to take place early February 2023 and to be on display until August 30, 2024, with deinstallation being scheduled within the next two weeks of closing the exhibit.

Please review Exhibit A of this special invitation, a drafted Professional Services Agreement. The selected artists will enter into an agreement with City of Carlsbad. The sample city agreement is attached for reference and the artist should be aware of the requirements prior to submitting a response to this invitation. The final agreement will be dependent of many forms of review by city staff. The city's

contract process is dictated by many levels of review and may take several months to complete. This agreement will not be subject to negotiations; therefore, if the artist cannot comply with the terms of this agreement, please do not submit a response to the Call for Artists.

We're here to help! Please reach out to:

Tonya Rodzach
Public Art Coordinator
Cultural Arts Office
tonya.rodzach@carlsbadca.gov
442-339-2090

Submittal Requirements

The submittal deadline is Friday, Sept. 2, 2022 at 4 p.m.

Submittal Call for Artists shall be 8.5 x 11 inch, 11-point font or larger, 1.15 space between lines, and a maximum twenty (20) pages total in length. Four (4) to ten (10) images may be placed onto the document. Document to be bundled into a .pdf form for final submission.

Email submission materials to: arts@carlsbadca.gov

Subject line: Call for Artists, Carlsbad Sculpture Garden Submission, Your Name

Deadline for submissions: Friday, Sept. 2, 2022 by 4 p.m.

Any accepted work which differs from the images provided may be disqualified.

Conditions

All accepted entries will be considered temporary loans to the City of Carlsbad. The city will assume insurance responsibility for the object upon receipt and inspection and during the exhibition. The city is not liable for any claim or loss, theft or damage during transportation. The city will exercise the usual care in handling and will provide coverage for the fair market value of the work or the fair costs of repair. The city cannot be responsible for minor wear resulting from normal handling. The city will determine placement of the artwork within the exhibition space. The outdoor exhibition space is not currently staffed on an ongoing basis and is not monitored during open and closed hours. City staff must be onsite to open and close exhibit during regular hours of operation.

Artwork may not be substituted for another work during the run of the exhibition, and no works may be picked up before the end of the exhibition. All entries must be ready to be anchored down to concrete or other identified method best suited for the sculptural piece for installation. The city reserves the right to reject previously accepted works for security or public safety reasons.

Exhibit A – Professional Services Agreement
SAMPLE – DO NOT COMPLETE AT THIS TIME

AGREEMENT FOR LOAN OF ARTWORK & ARTIST SERVICES

THIS AGREEMENT is made and entered into as of the _____ day of _____, 2022, by and between the CITY OF CARLSBAD, a municipal corporation, ("City"), and xxxx xxxx, a Sole Proprietorship, ("Contractor"/"Lender").

RECITALS

City requires the professional services of an artist to loan artwork to the City for public display in the City's Sculpture Garden, 2955 Elmwood Street, Carlsbad, CA. Contractor has the ability to loan the Artwork and is available for various speaking engagements and/or instructional and outreach events, has submitted a proposal to City and has affirmed its willingness and ability to share their artwork and their artwork knowledge.

NOW, THEREFORE, in consideration of these recitals and the mutual covenants contained herein, City and Contractor agree as follows:

1. SCOPE OF WORK

City retains Contractor to perform, and Contractor agrees to render, those services (the "Services") that are defined in Exhibit "A" and loan Artwork as specified in "Exhibit B", attached and incorporated by this reference in accordance with the terms and conditions set forth in this Agreement.

2. TERM

This Agreement will be effective for a period of no more than xxxx (xx) months from the date first above written.

3. COMPENSATION

The total fee payable for the Services to be performed will be xxxx dollars (\$). No other compensation for the Services will be allowed except for items covered by subsequent amendments to this Agreement.

4. STATUS OF CONTRACTOR

Contractor will perform the Services as an independent contractor and in pursuit of Contractor's independent calling, and not as an employee of City. Contractor will be under the control of City only as to the results to be accomplished.

5. INDEMNIFICATION

Contractor agrees to indemnify and hold harmless the City and its officers, officials, employees and volunteers from and against all claims, damages, losses and expenses including attorneys fees arising out of the performance of the work described herein caused by any negligence, recklessness, or willful misconduct of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

The parties expressly agree that any payment, attorney's fee, costs or expense City incurs or makes to or on behalf of an injured employee under the City's self-administered workers' compensation is included as a loss, expense or cost for the purposes of this section, and that this section will survive the expiration or early termination of this Agreement.

6. INSURANCE

Contractor will obtain and maintain policies of commercial general liability insurance, automobile liability insurance, a combined policy of workers' compensation, employers liability insurance, and professional liability insurance from an insurance company authorized to transact the business of insurance in the State of California which has a current Best's Key Rating of not less than "A-VII"; **OR** with a surplus line insurer on the State of California's List of Approved Surplus Line Insurers (LASLI) with a rating in the latest Best's Key Rating Guide of at least "A:X"; **OR** an alien non-admitted insurer listed by the National Association of Insurance Commissioners (NAIC) latest quarterly listings report, in an amount of not less than one million dollars (\$1,000,000) each, unless otherwise authorized and approved by the Risk Manager or the City Manager. Contractor will obtain occurrence coverage, excluding Professional Liability, which will be written as claims-made coverage. The insurance will be in force during the life of this Agreement and will not be canceled without thirty (30) days prior written notice to the City by certified mail. City will be named as an additional insured on General Liability which shall provide primary coverage to the City. The full limits available to the named insured shall also be available and applicable to the City as an additional insured. Contractor will furnish certificates of insurance to the Contract Department, with endorsements to City prior to City's execution of this Agreement.

7. NOTICES

The name of the persons who are authorized to give written notice or to receive written notice on behalf of City and on behalf of Contractor under this Agreement.

For City

Name _____

Title _____

Department _____

Address _____

Phone No. _____

For Contractor

Name _____

Title _____

Address _____

Phone No. _____

Email _____

Each party will notify the other immediately of any changes of address that would require any notice or delivery to be directed to another address.

8. CONFLICT OF INTEREST

Contractor shall file a Conflict of Interest Statement with the City Clerk in accordance with the requirements of the City of Carlsbad Conflict of Interest Code. The Contractor shall report investments or interests in all categories.

Yes

No

9. COMPLIANCE WITH LAWS

Contractor will comply with all applicable local, state and federal laws and regulations prohibiting discrimination and harassment and will obtain and maintain a City of Carlsbad Business License for the term of this Agreement.

10. TERMINATION

City may terminate this Agreement at any time after a discussion, and written notice to the Contractor. Contractor may terminate this Agreement any time before the artwork is placed for exhibition, after a discussion, and written notice to the City. City will pay Contractor's costs for services delivered up to the time of termination, if the services have been delivered in accordance with the Agreement.

11. CLAIMS AND LAWSUITS

By signing this Agreement, Contractor agrees it may be subject to civil penalties for the filing of false claims as set forth in the California False Claims Act, Government Code sections 12650, *et seq.*, and Carlsbad Municipal Code Sections 3.32.025, *et seq.* Contractor further acknowledges that debarment by another jurisdiction is grounds for the City of Carlsbad to terminate this Agreement.

12. JURISDICTIONS AND VENUE

Contractor agrees and stipulates that the proper venue and jurisdiction for resolution of any disputes between the parties arising out of this Agreement is the State Superior Court, San Diego County, California.

13. ASSIGNMENT

Contractor may assign neither this Agreement nor any part of it, nor any monies due or to become due under it, without the prior written consent of City.

14. AMENDMENTS

This Agreement may be amended by mutual consent of City and Contractor. Any amendment will be in writing, signed by both parties, with a statement of estimated changes in charges or time schedule.

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15. AUTHORITY

The individuals executing this Agreement and the instruments referenced in it on behalf of Contractor each represent and warrant that they have the legal power, right and actual authority to bind Contractor to the terms and conditions of this Agreement.

CONTRACTOR

CITY OF CARLSBAD, a municipal corporation of the State of California

By:

By:

(sign here)

SUZANNE SMITHSON

Library & Cultural Arts Director

As Authorized by City Manager

(print name/title)

ATTEST:

By:

(sign here)

For FAVIOLA MEDINA

City Clerk Services Manager

(print name/title)

If required by City, proper notarial acknowledgment of execution by contractor must be attached. If a corporation, Agreement must be signed by one corporate officer from each of the following two groups:

Group A.

Chairman,
President, **or**
Vice-President

Group B.

Secretary,
Assistant Secretary,
CFO **or** Assistant Treasurer

Otherwise, the corporation **must** attach a resolution certified by the secretary or assistant secretary under corporate seal empowering the officer(s) signing to bind the corporation.

APPROVED AS TO FORM:

For CELIA A. BREWER, City Attorney

By: _____
Deputy City Attorney

EXHIBIT "A"

SCOPE OF SERVICES

Lender will loan artwork to the City to be exhibited in the xxxx exhibition in the outdoor City's Sculpture Garden, 2955 Elmwood Street, Carlsbad, CA as well as provide additional services as described below.

1. CITY'S CONTACT INFORMATION

- Cultural Arts Manager,
- Community Arts Coordinator,
- Cultural Arts General Phone,

**Email may be the initial preferred method of reaching staff.*

2. EXHIBIT LOCATION

Sculpture Garden, 2955 Elmwood Street, Carlsbad, CA, 92008

3. ARTWORK LOAN PERIODS

- Artwork loan period:
- Sculpture Garden exhibit period:
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Lender agrees to loan the Artwork specified on the checklist attached as Exhibit "B." The Artwork will remain in the City's possession during the loan period but may be withdrawn from the exhibition at the City's sole discretion. City will notify Lender when any Artwork is withdrawn from the exhibit. City and Lender may agree in writing to extend the duration of this Agreement. Acceptance of the Artwork does not imply that the Artwork will be placed or maintained on public display for the Agreement's exhibit duration.

Lender agrees to loan the Artwork specified on the checklist attached as Exhibit "B" of this Agreement to City.

4. TRANSPORTATION AND PACKING

Lender will transport and deliver Artwork and oversee the artwork installation at the City's Sculpture Garden. Lender certifies that the work to be loaned to the City under the terms and conditions of this Agreement is in good condition. City shall inspect the Artwork and complete and sign the opening condition report for each piece of Artwork, which will constitute the property's condition at the time of the receipt of the Artwork loan. Any discrepancies, losses, or

evidence of damage to the Artwork noted at the time of inspection or at any time while in the City's custody will be reported immediately to the Lender.

Lender will deliver Artwork to the City's Sculpture Garden by loan start date, as described above. At the end of the exhibition, Lender will be responsible for picking up Artwork within a predetermined date that is agreed upon by both parties and within ten (10) business days after the close of the exhibition, no later than the date described above, unless other written arrangements are made between City and Lender. All drop-off and pickup deliveries shall be coordinated with the City's Cultural Arts Manager or Designee.

5. LENDER

Programming

Lender will be available to participate in exhibition programming such as tours, audio, or on-camera interviews and any media opportunity. All programming will be coordinated in advance with the City's Cultural Arts Manager or Designee and shall constitute "work made for hire" under the United States Copyright Act of 1976 [17 U.S.C. §§ 101, et seq.] and any other applicable law.

CITY reserves the right to audio and/or video record and to reproduce and distribute any lecture, reading or speaking engagement, and musical concert or musical Performance performed under this Agreement as virtual programming. City may retain the recording in its files, may replay the recordings for its employees and the public, including the right to post, replay, or broadcast the recordings on the City's YouTube channel, the City's cable channel, the City's Library Facebook Live account, and other similar City internet-based platforms, and may make the recording available for non-circulation use at its library facilities. City shall not sell the recording. City shall provide a copy of the recording to the Artist, upon the Artist's request.

Press Kit

Upon execution of Agreement, the Lender agrees to provide a high-resolution image of self (headshot preferred) and written biography (up to 300 words) as well as four (4) to five (5) high-resolution images of Artwork being shown in the gallery. Images shall be delivered to the City's Cultural Arts Manager or Designee in electronic form immediately upon the Agreement's execution.

Warranty of Title

Lender warrants that Lender is either the owner of the Artwork or the authorized agent of the lawful owner or artist of the Artwork and has the authority to enter into this Agreement and to grant the rights to City as set forth in this Agreement. Lender also warrants that the Artwork(s) is not now or will be subjected to claims of ownership, lien, encumbrance, copyright infringement, or trademark infringement under any state or federal law. Lender shall indemnify the City, its officers, and employees for all damages related to a claim asserting a violation or claim of violation of this Warranty of Title, including reasonable attorney fees and costs.

Artwork Withdrawals

Lender agrees once Artwork is placed for exhibition, it cannot be withdrawn from an exhibition by the Lender for any reason.

6. CITY

Artwork Installation

City shall install and exhibit the Artwork. City reserves the right to make the final decision on which items will be included in the exhibition, and the arrangement of the exhibit. City shall take reasonable steps to preserve the exhibited Artwork against adverse environmental conditions, deterioration, damage or theft.

Artwork Inspection

Artwork will be visually inspected upon receipt, and any noticeable damage will be documented on the shipping receipt. Evidence of damage to Artwork while in the City's custody will be reported immediately to the Lender. Artwork can be installed into a concrete pad or other identified surface with two to four points of connection. City may elect to display damaged Artwork if, in City's sole determination, the displaying of the damaged Artwork will not exacerbate the preexisting damage.

7. REPRODUCTION RIGHTS, PUBLICITY AND PHOTOGRAPHY

Except as limited by this Agreement, Lender retains any or all copyright, licensing, and/or ownership rights to the Artwork available to him/her under state or federal law.

In accordance with Section 5 of the Scope of Work, Lender grants City the right to photograph, telecast, video production, social media coverage or make similar visual reproductions of the Artwork covered by this Agreement for publicity and advertising purposes and other educational purposes and in catalogues or posters that it distributes.

City agrees to acknowledge the artist on all related print matter, exhibition announcements, publicity releases, invitations, posters, signs, or other promotional or educational materials relating to the Artwork.

8. HEALTH & SAFETY

During the COVID-19 health-related pandemic, all activities occurring at City facilities, all Parties must adhere to the guidance from the state, county, and local authorities on health and safety protocols. City staff will inform Lender what the current guidelines are prior to their arrival and entering any City facility. Safety protocols may include, but are not limited to, hand washing, temperature testing, requiring face covering, maintaining physical distancing of six (6) feet. The safety protocols may be modified at any time due to changing rules, regulations or circumstances.

9. CONTRACTOR FEE / INVOICING

Fee

The total fee payable for the Services to be performed will be xxxx dollars (\$) in two payment installments.

Payment Schedule -

- | | |
|------------------|--|
| • 1st Payment \$ | Upon Artwork delivery and completion of installation |
| • 2nd Payment \$ | Upon pick-up of Artwork and de-installation |

Invoicing & Payment

Contractor will be responsible for submitting invoices for Payment to the City of Carlsbad's Cultural Arts Manager or Designee, as designated on the schedule above. All invoices shall be detailed to include related activities. Final invoices approval will be completed by the Library & Cultural Arts Director or Designee.

EXHIBIT "B"

Carlsbad Sculpture Garden Artwork Loan

Lender:

Lender phone:

Lender address:

Lender email:

Total number of works:

Total insurance value:

- 1. Title:**
Insurance value:
Size:
Overall weight:
Media:
Year made:
Description:
Credit line:

Image: