

Finance Department

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DATE: September 11, 2025

RE: ADDENDUM 1

14068-0-2025-BP

Public Art - State Street Campus Garage

Notice to All Bidders:

Please note the following responses to the questions received:

Question 1

What sort of lighting the committee leaning towards? I've worked with both natural light (shadows, reflections, color transparencies), and light-art installations with powered LEDs. The two a fairly different. What can you tell me about preferred direction for this project? Your answer will help me determine whether to apply as a solo artist, or as a team with my LED tech guru.

Answer 1

They are not leaning either way, and it could also be both. Community surveys so far have indicated that a desire for the work to be equally engaging at night and during the day. Please explain in your statement what experience you have with different light-art installations and provide an explanation for your preferences, why you chose the members of your team, and their expertise.

Question 2

As I prepare to apply for this exciting opportunity, I wanted to ask how you would prefer that I represent my partner from a different country in the application. Should they be listed as a team member, business partner, or manufacturer to best reflect our collaboration and unique working relationship?

Answer 2

If they do not have input on design or content, please list them as a fabricator/manufacturer. If they do have input on design or content, please list them as team members.

Question 3

Would you like the artist CV, Work Samples, and References to be collective (ie. each artist provides 2 work samples), or individual (ie. each artist involved provides 10 work samples)?

Answer 3

Provide individual CVs for each team member. Provide a maximum of 10 work samples representing the team as a whole. Provide a maximum of 3 references representing the team as a whole. The references cannot be a City of Madison employee, Alder, or Commissioner.

Question 4

Do work samples and references have to be completed projects? I am in the middle of a project that is due to be installed in Dec. 2025 that I would like to share.

Answer 4

No, work samples and references do not need to represent completed projects. They can represent projects that are in progress or only conceptual.

Question 5

Will the bus terminal and Hawthorn Ct. be partially or completely covered (aside from the 2 parking ramps)? It is mentioned in the RFQ (Sec. 5.2 Project Overview) the focus is of "public spaces within the facility" which makes it seem like an interior space.

Answer 5

Hawthorne Court is uncovered, except for two sets of two bridges that connect the adjacent parking garages. This is a high-traffic public space serving pedestrians and buses. The bus terminal is inside the garage and is covered.

Question 6

Who will be responsible for maintenance and expenses in workmanship defects after the 10-year period?

Answer 6

The City of Madison is responsible for regular maintenance and any repairs caused by external factors after the Work is accepted. After the 10-year guarantee, the City of Madison is responsible for all maintenance and repairs. The Artist shall, at Artist's sole cost and expense, guarantee, maintain, and remedy any defects or faults in workmanship or materials that appear within a period of ten (10) years from the date of final acceptance of the Work by the City. The Artist warrants that reasonable maintenance of the Work will not require procedures substantially in excess of those described in the maintenance instructions submitted in the approved proposal for the Work.

Question 7

Who is responsible for cost and maintenance of the work outside of workmanship (i.e. vandalism, severe storm damage, vehicle damage etc.)?

Answer 7

The City of Madison is budgeting for maintenance of the work outside of the project budget. The City of Madison is responsible for regular maintenance and any repairs caused by external factors after the Work is accepted. After the 10-year guarantee, the City of Madison is responsible for all maintenance and repairs. The Artist shall, at Artist's sole cost and expense, guarantee, maintain, and remedy any defects or faults in workmanship or materials that appear within a period of ten (10) years from the date of final acceptance of the Work by the City. The Artist warrants that reasonable maintenance of the Work will not require procedures substantially in excess of those described in the maintenance instructions submitted in the approved proposal for the Work.

Question 8

In Sect. 5.6 (potential materials and amenities bullet point 6), it mentions "There is a line of exterior benches proposed for the bus terminal. These benches have not yet been sourced and could be artist-designed as part of this project." If we were to design the benches, would that come out of the project budget or be a separate expense? If we do not design the benches, would the city be covering the sourcing/purchasing?

Answer 8

If the artist designs the benches, there will be an additional \$10,000 available and the artist must provide 5 benches at minimum. This is based on the previously budgeted amount of \$2,000 per bench for 5 simple prefabricated benches. Any additional cost would need to be accounted for in the Artist's project budget. If the Artist chooses not to design the benches, the City of Madison Engineering Division will source and pay for 5 simple prefabricated benches.

Question 9

Seeing that the art should be on a removable substrate, is there a certain amount of years the city estimates this work to be installed at this location?

Answer 9

We expect this work will be permanently installed at this location. However, should the Site prove to be

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unacceptable or unavailable to the City after the signing of any agreement, the City retains the right to determine an alternative site or storage location in its sole discretion. The use of a substrate is largely intended to make any long-term maintenance or repairs easier.

Question 10

What is the total square footage for potential artwork areas in the scope of the project?

Answer 10

The elevations including wall surfaces, railings, and open space above railings is roughly 20,578 sq ft. The floor space of the bus terminal is roughly \$5,280 st ft. Please see design documents: https://acc.autodesk.com/docs/share/projects/096dc208-2e01-49e8-ae16-9afe0638c914/files?shareId=99c47d21-cb2c-44a1-875e-15cbd3cb8366

Question 11

Are there additional architectural drawings with measurements of the artwork sites?

Answer 11

Additional drawings: https://acc.autodesk.com/docs/share/projects/096dc208-2e01-49e8-ae16-9afe0638c914/files?shareId=99c47d21-cb2c-44a1-875e-15cbd3cb8366

Flickr for site photos: https://www.flickr.com/photos/cityofmadison/albums/72177720314481700/

Question 12

Can you please outline the project payment schedule and structure (provide link to Attachment B)?

Answer 12

The payment schedule and budget are to be provided by the selected Artist as part of their final proposal, in consultation with the Arts & Culture Administrator or their designee. At minimum, the City must retain 10% of the total project cost until the completed Work is accepted by the Madison Common Council. Payment schedules and budgets should assume reasonable costs and should be timed to cover costs in the order they are incurred.

Question 13

Are there specific surfaces or areas within the "red zones" that are prioritized for artwork, or is the artist free to choose?

Answer 13

The artist is free to choose, however there are some surfaces that are not to be used, such as the ceilings of the bus terminal due to clearance concerns. The surfaces identified in section 5.6 list potential surfaces. During the project orientation for Finalists, we will discuss each surface in detail.

Question 14

For the railing and bridge attachments, will the City provide structural drawings of the existing infrastructure?

Answer 14

Additional drawings: https://acc.autodesk.com/docs/share/projects/096dc208-2e01-49e8-ae16-9afe0638c914/files?shareId=99c47d21-cb2c-44a1-875e-15cbd3cb8366

Flickr for site photos: https://www.flickr.com/photos/cityofmadison/albums/72177720314481700/

Question 15

Are there any city-provided supports (such as installation equipment) that would be accessible to artist teams?

Answer 15

No, the Artist is responsible for providing their own installation equipment and staff support.

Question 16

For long-term conservation of the artwork, what is the process for the City to communicate concerns regarding maintenance or vandalism and follow up with the Artist?

Answer 16

The City shall make good faith efforts to consult with the Artist concerning major repairs and restoration of the Work. We will use contact information on file to send written notifications. The Artist agrees to notify the City in writing of any changes in the Artist's address within sixty (60) days of that change.

Question 17

What is the conservation plan for the public artwork after the initial 10-year period from production? Who is responsible for maintaining the artwork beyond the initial 10-year period?

Answer 17

The City of Madison is responsible for regular maintenance and any repairs caused by external factors after the Work is accepted. After the 10-year guarantee, the City of Madison is responsible for all maintenance and repairs. The Artist shall, at Artist's sole cost and expense, guarantee, maintain, and remedy any defects or faults in workmanship or materials that appear within a period of ten (10) years from the date of final acceptance of the Work by the City. The Artist warrants that reasonable maintenance of the Work will not require procedures substantially in excess of those described in the maintenance instructions submitted in the approved proposal for the Work.

Question 18

Is there any creative direction your team can provide (in regards to previous work, or just to help guide the vision for this project)? Is there anything I should avoid when building out my submission?

Answer 18

Please provide work samples that show a high quality of work in outdoor environments. Samples of works that use or engage light in some way would be ideal to include but are not required. Please clearly indicate in your statement how your past public art experience has prepared you for this project, and how you will approach the design process. After finalists are selected, we will provide community survey results and general guidance from staff and stakeholders that may influence the design proposals.

Question 19

I found these site images, but do you have any renderings/images of the final structure(s)? If not, do you know what construction company/architecture firm is working on this, so I can do some research?

Answer 19

Additional drawings: https://acc.autodesk.com/docs/share/projects/096dc208-2e01-49e8-ae16-9afe0638c914/files?shareId=99c47d21-cb2c-44a1-875e-15cbd3cb8366

Flickr for site photos: https://www.flickr.com/photos/cityofmadison/albums/72177720314481700/

Question 20

Are there any 3d models/files or plan-view drawings I can work with? Specifically, it'd be helpful to have views of the the hawthorn alley and bus terminal—since none of the renderings I found online show that.

Answer 20

Additional drawings: https://acc.autodesk.com/docs/share/projects/096dc208-2e01-49e8-ae16-9afe0638c914/files?shareId=99c47d21-cb2c-44a1-875e-15cbd3cb8366

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Question 21

Our team operates as a studio/arts company rather than as individual artists — can we apply under the "arts company" category?

Answer 21

Yes, you can apply on behalf of an arts company. In the application, list the legal entity name under "Team or Company Name." List the contact information for the primary contact at the company.

Question 22

The RFQ states that applicants should have experience completing a major outdoor public artwork with a substantial budget. Can this requirement be demonstrated through a portfolio of multiple relevant projects, or must it be a single past commission?

Answer 22

This can be demonstrated through one or multiple projects. Please consider the following scoring categories that will be impacted by the past projects that you have completed:

- Experience: CV/resume and statements show relevant professional artistic experience including the ability to design, fabricate, and install a large-scale art project for a public facility. [25%]
- Feasibility: Application demonstrates a record of timely completion of projects, the ability to meet deadlines and budgets, work cooperatively with designers, contractors, engineers and project managers. [20%]

Question 23

Will previous temporary or semi-permanent installations be considered relevant experience?

Answer 23

Yes, temporary or semi-permanent installations can be included in your work samples. Please consider the following scoring category that may be impacted:

- Quality: Completed projects reflect enduring artistic quality and have operated long-term outdoors with minimal maintenance. [20%]

Question 24

Are there restrictions on size, weight, or energy consumption for light-based works?

Answer 24

Restrictions on size, weight, and energy consumption will be highly dependent on the Artist's proposed installation surfaces and methods. The City will provide complete architectural drawings and electrical schematics to finalists. The Artist is responsible for having their designs reviewed and stamped by a licensed structural engineer and/or electrical engineer. The City has a commitment to minimizing energy use, so please take this into consideration as feasible.

Question 25

Is sound or interactivity allowed as part of the artwork, or should proposals be limited strictly to visual/light elements?

Answer 25

Proposals can include interactive or sound elements, however they must meet all City of Madison general ordinances such as <u>24.08 Noise Control Regulation</u>.

Question 26

Does the \$320,000 project budget need to cover sales tax, permitting, and warranties/maintenance agreements, or are these handled separately by the City?

Answer 26

The \$320,000 project budget should be all inclusive, however:

- The City of Madison can provide a sales tax exemption form for materials to be used on the project. Find the file here: https://acc.autodesk.com/docs/share/projects/096dc208-2e01-49e8-ae16-9afe0638c914/files?shareId=99c47d21-cb2c-44a1-875e-15cbd3cb8366
- The City of Madison is budgeting for maintenance of the work outside of the project budget. The City of Madison is responsible for regular maintenance and any repairs caused by external factors after the Work is accepted. After the 10-year guarantee, the City of Madison is responsible for all maintenance and repairs. The Artist shall, at Artist's sole cost and expense, guarantee,

maintain, and remedy any defects or faults in workmanship or materials that appear within a period of ten (10) years from the date of final acceptance of the Work by the City. The Artist warrants that reasonable maintenance of the Work will not require procedures substantially in excess of those described in the maintenance instructions submitted in the approved proposal for the Work.

Question 27

Is insurance expected to be carried by the artist/company, or does the City provide liability coverage during installation?

Answer 27

Insurance should be carried by the Artist/ Arts Company. The City of Madison cannot provide liability coverage. The Artist will be required to provide proof of insurance listing the City of Madison as an additional insured prior to the execution of the agreement. See the attached ample agreement for full insurance requirements.

Question 28

Should applicants include a contingency allowance within the \$320,000 total, or is that accounted for by the City?

Answer 28

Finalists will be asked to budget for a contingency of no greater than 10% within the project budget.

Question 29

How extensive is the expected community engagement (e.g., number of meetings, workshops, presentations)?

Answer 29

In Phase I there are no required meetings, but applicants are welcome to attend public meetings of the review body. We ask that Phase I applicants include in their statement what their community engagement experience and preferences are. For Phase II, Finalists will be required to attend the orientation meeting including a session with community stakeholders and provide at minimum one artist talk and one presentation of their proposal. Finalists may choose to do additional community engagement during the design phase at their sole discretion based on their expertise, interests, and project design. Additionally, Finalists may choose to incorporate a community engagement plan into their proposals should their project benefit from community working days, workshops, etc.

Question 30

If fabrication or site readiness delays occur, is there flexibility in the September–October 2026 installation timeline?

Answer 30

The proposed installation timeline follows campus move-in which greatly affects the area, and before winter weather may prevent installation form being feasible. Within the context of these constraints, the exact dates may be flexible. The Artist will be required to coordinate all delivery schedules and installation plans with the Arts and Culture Administrator and the City Engineer or their designees. If the Artist is delayed at any time in the progress of the Work by an act or neglect of the City, or an employee or other contractor of the City, or by unusual delay in deliveries, unavoidable casualties or other events or conditions beyond Artist's reasonable control, the Artist must notify the City, and the delay shall be deemed an excused delay.

The Artist may request an extension of the Completion Date from the Arts and Culture Administrator or their designee. Requests for extensions must be submitted in writing within ten (10) days of the Artist's knowledge of a delay, but no later than fourteen (14) calendar days prior to the Completion Date. If the extension is granted, a new Completion Date shall be agreed upon in writing. In recognition of the significant engineering and infrastructure components involved in the Work, requests for extensions of time shall not be unreasonably refused.

Question 31

Will the City coordinate with other contractors on-site to avoid conflicts, or will the artist/company need to manage those logistics?

Answer 31

The Artist will be required to coordinate all delivery schedules and installation plans with the Arts and Culture Administrator and the City Engineer or their designees. They will assist with coordinating with other on-site contractors. However, by the time of the Artist's installation, most contractors will have completed their work and be off site as the building is expected to have been approved for occupancy by Fall 2026. As noted in section 5.6 item 8, there may be live traffic conditions with buses using the terminal. Staff will assist in coordinating schedules, but the Artist may be asked to accommodate the bus schedule. This is currently unknown, and we will have more information for Finalists at the orientation.

Question 32

Is local storage space available if artwork components arrive prior to installation?

Answer 32

No, storage space is not available. This will need to be provided and budgeted for by the Artist.

Question 33

After installation, who is responsible for ongoing maintenance and repair of the artwork?

Answer 33

The City of Madison is responsible for regular maintenance and any repairs caused by external factors after the Work is accepted. After the 10-year guarantee, the City of Madison is responsible for all maintenance and repairs. The Artist shall, at Artist's sole cost and expense, guarantee, maintain, and remedy any defects or faults in workmanship or materials that appear within a period of ten (10) years from the date of final acceptance of the Work by the City. The Artist warrants that reasonable maintenance of the Work will not require procedures substantially in excess of those described in the maintenance instructions submitted in the approved proposal for the Work.

Question 34

Will the artist/company be required to provide a maintenance manual?

<u> Answer 35</u>

Yes. Within thirty (30) days of the installation of the Work, and before final payment shall be made or the work be accepted by the City, the Artist shall furnish the Arts and Culture Administrator or their designee with a final report consisting of and including:

- A. Six high resolution images (jpegs) of the Work from different viewpoints and distances.
- B. Written technical description of the Work.
- C. Written recommendations for maintenance and preservation of the Work.
- D. Copies of warranties for any products incorporated into the Work that are covered by a manufacturer's warranty.
- E. Record listing all persons who furnished labor and material for the Work.
- F. Final invoice.

Please direct any other questions to the Purchasing contact person below.

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