



Public Art Concept Submission Agreement Between the City of South San Francisco And [Artist]

Introduction

This agreement outlines the terms and conditions for the submission of a public art concept proposal.

1. Parties

This agreement is made between the following parties:

- Commissioning Entity: [Insert Name/Organization]
- Artist(s): [Insert Artist Name(s)]

2. Scope of Submission

The Artist agrees to submit a concept proposal for the public art project titled: [Insert Project Title] as described further in [RFP Title]. The submission shall include the following components to ensure a comprehensive understanding of the proposed artwork:

- **Narrative Concept Description**
 - A written overview explaining the artistic vision, how the concept aligns with the project's goals, site-specific considerations, and intended impact on the community and environment.
- **Preliminary Visuals**
 - Sketches, renderings, or digital visualizations that clearly depict the proposed artwork, including scale, materials, and integration within the site context.
- **Preliminary Budget Estimate**
 - An outline of anticipated costs, presented as an all-inclusive estimate covering design, fabrication, materials, transportation, installation, insurance, and other related expenses.
- **Proposed Timeline**
 - A projected schedule identifying key phases from final design through fabrication and installation, ensuring alignment with the project's overall timeline.
- **Community Engagement Strategy**
 - A brief outline of how the artist intends to involve or engage the community during the design and/or implementation process.
- **Material and Technical Overview**
 - A general description of proposed materials, fabrication methods, durability considerations, and any anticipated technical or permitting requirements.
- **Maintenance Considerations**
 - A preliminary statement addressing expected maintenance needs, lifespan of materials, and care recommendations.
 - Any Additional Materials as requested by the Commissioning Entity during the submission period.



3. Compensation

The Artist will receive a stipend of \$1,000 for the submission of a complete concept. Payment will be issued upon receipt and acceptance of a complete concept submission that fully adheres to the scope and requirements outlined in this agreement. Any submission that does not adhere to all RFP components will not be eligible for a stipend.

The stipend is provided as compensation for time and effort in developing the concept. It does not grant rights to fabricate or install the artwork, which will be subject to a separate contract.

4. Ownership and Copyright

The Artist retains copyright of the concept design until artist enters into a SSF Public Art Agreement. All non-selected concepts will remain the property of the Artist.

The Commissioning Entity may display submitted concepts for public review if part of the selection process, with proper credit to the Artist.

All design concepts and renderings must be original works. If AI-assisted tools are used, the artist must ensure that the final design does not infringe on third-party copyrights and reflects substantial human creativity and authorship.

5. Confidentiality

Both parties agree to maintain confidentiality regarding the concept submission and related communications, unless compelled by law such as the California Public Records Act, until a public announcement or disclosure is authorized by the Commissioning Entity.

6. Selection Process

All submitted concepts will be evaluated by a selection committee composed of City staff and members of the Cultural Arts Commission. The evaluation will be based on alignment with the project goals, artistic vision, community engagement approach, feasibility, and adherence to technical and safety standards.

The selection process will include:

- **Review of Submissions:** The committee will assess each concept for artistic merit, relevance to the site and community, durability, and the proposed community engagement strategy. The committee reserves the right to request clarifications during the review process.
- **Interviews or Presentations (if applicable):** Shortlisted artists may be invited to present their concept to the committee and respond to questions regarding their approach, materials, and engagement plans.
- **Final Selection:** The highest-ranked concept will be recommended for commission, subject to approval by the appropriate City authorities and successful negotiation of a fabrication and installation agreement.

No Guarantee of Selection or Commission: Submission of a concept proposal under this agreement does not guarantee selection for the project or award of a fabrication and installation contract. The Commissioning Entity reserves the right to decline any or all submissions, suspend the selection process, or modify the project scope at its sole discretion without obligation to the submitting artist(s).



7. Timeline

- Submission Deadline: [Insert Date]
- Review and Selection Period: [Insert Period]
- Notification of Selection: [Insert Date]
- Submissions received after the deadline may not be considered.

8. Termination

Either party may terminate this agreement without cause prior to the submission deadline with written notice. In the event of termination, the Artist shall retain all rights to their work.

If the Commissioning Entity terminates this agreement prior to the submission of a complete concept by the Artist, the Artist is not entitled to a full or partial payment of the stipend.

9. Governing Law

This agreement shall be governed by and construed in accordance with the laws of the State of California.

10. Signatures

By signing this agreement, both parties agree to the terms outlined above.

Commissioning Entity Signature: _____

Date: _____

Artist Signature: _____

Date: _____