



## Call to Artists: 21<sup>st</sup> Street and Pacific Avenue Surfboard Art Wraps

### PROJECT OVERVIEW

The City of Virginia Beach seeks an artist or artist team to create seven (7) digital designs to be vinyl wrapped on three-dimensional surfboard sculptures at the corner of 21<sup>st</sup> Street and Pacific Avenue.

### SUBMISSION DEADLINE

Tuesday, November 1, 2022, by 5:00 pm to [cdye@vbgov.com](mailto:cdye@vbgov.com).

### BACKGROUND

The City of Virginia Beach has acquired property on the corner of 21<sup>st</sup> Street and Pacific Avenue (site of the former McDonald's). The Resort Advisory Committee's Oceanfront Enhancement Committee (OEC) has identified this site as an ideal location for public art and approved seven artist-designed surfboard sculptures that will create a sense of arrival, celebrating Virginia Beach's 60<sup>th</sup> anniversary while giving a playful nod to the City's surfing legacy.

### SCOPE OF WORK

The project includes an artist creating digital designs to be vinyl wrapped and installed on a total of seven (7) individual, freestanding 3-dimensional surfboards. Each sculptural piece will be closed edged and vinyl wrapped with designs provided by the selected artist. A separate vendor will print the selected artist's designs on the vinyl wraps and install them on the surfboards. The same design can be placed on the front and back of surfboard.

1. 5 surfboards measuring 10 feet in height by 12 inches in depth
2. 2 surfboards measuring 8 feet in height by 12 inches in depth

## **PROJECT GOALS**

- Designs must complement each other and must be unique to each surfboard.
- Designs should create a sense of arrival and be bold and playful.
- Suggested themes include, but are not limited to, celebrating Virginia Beach's 60<sup>th</sup> Anniversary, Virginia Beach's surfing history, Virginia Beach as the site of the first surfboard surfed on the East Coast, or longstanding events like the East Coast Surfing Championship and Logstradamus.

## **ARTIST ELIGIBILITY**

Open to all artists over the age of 18 who reside in the Greater Hampton Roads area (defined as Virginia Beach, Norfolk, Portsmouth, Chesapeake, Suffolk, Hampton, Newport News, Williamsburg).

## **ARTIST AWARD/PROJECT BUDGET**

The selected artist will be provided a stipend of \$1,800 for the approved, unique digital design of seven (7) surfboards. The selected artist must sign and date Copyright License Agreement (the sample agreement is attached as Exhibit B). Payment will be issued in two parts: \$500 after artist selection/notification and \$1,300 after City's acceptance of the seven designs.

Artist agrees that under no circumstances shall any further payment obligation of the City accrue with respect to the Services contemplated herein over and above the amount of the Commission.

## **BUSINESS LICENSE**

If the artist is a business, located in the City of Virginia Beach or at any time during the performance of this agreement obtains situs for purposes of business license taxes, it shall be unlawful for such business to conduct or engage in such business, trade or occupation without having first obtained the proper license from the Commissioner of the Revenue of the City, and the artist covenants that it has a

business license where one is required to perform this agreement. If selected artist is not registered as a business, the application can be found at <https://www.vbgov.com/government/departments/commissioner-of-the-revenue/business-license/pages/default.aspx> and all fees are the responsibility of the artist.

## HOW SELECTIONS WILL BE MADE

The selection will be based on submitted design sketches. Selected artist will then be contracted to design seven unique designs based on the template provided.

### Selection Committee and Criteria

A Public Art Selection Committee will be created by the Cultural Affairs Department. The committee will consist of a minimum of two City representatives, a Public Art Committee member, an arts professional (*who may also be a qualified Public Art Committee member*), the project's landscape architect or engineer (if applicable), and at least one citizen at large who represents the community where the project will be located. The Selection Committee members will serve through the completion of assigned public art project.

Selections will be based on the following:

1. Project Approach and Visual Representation.
2. Artist's experience in providing the services requested.
3. Artist's capability and skill to perform the services.

Their duties will include the review and feedback regarding artist selections and concepts based on set criteria and complete applications.

## APPLICATION REQUIREMENTS

Submissions must be received as one (1) complete application to [cdye@vbgov.com](mailto:cdye@vbgov.com) with the subject line "**Public Art Submission Surfboard Designs**" by November 1, 2022, at 5:00 pm. To ensure submissions are received, all responses must be submitted via email as attached files. Shared cloud documents and/ or condensed files may be blocked as spam.

Virginia Beach Supplier Portal Instructions are available at this link: [www.vbgov.com/supplierportal](http://www.vbgov.com/supplierportal).

The application submission must include the information described below, all of which are required to constitute a complete application. There is no fee to apply.

## SUBMISSION GUIDELINES

1. **Artist Statement of Interest:** (3,000 character maximum) Submission must include an Artist Statement of Interest that outlines a general interest in this opportunity.
2. **Resume:** (3,000 character maximum) Please include a current resume that outlines your professional accomplishments as an artist.
3. **Images of past work:** Visual representations of past artwork that demonstrate your qualifications for this project. Submit up to a total of eight (8) images of completed projects and brief descriptions. Proposal images from previous projects may be submitted but should be clearly marked as proposals. If submitting as a team, all members must be represented in the visual submittal.
4. **Descriptions of past work:** Include a list of the submitted images with descriptions that clearly explain both the projects and the images. Please indicate Title, Date, Location, Dimensions, Significant Materials, and Budget (if a public commission). If you were a member of a team, please indicate your role.
5. **Visual representations of project proposal:** Artists must provide three (3) but no more than ten (10) **digital design sketches** (as .pdf documents) using the provided templates. (See Exhibit A.)
6. **Project Approach and Description of Proposal Images:** Include a list of the submitted sketches with descriptions that clearly explain the design concept, artwork, etc.
7. **Current Resume:** Artists are asked to supply a current resume detailing professional artistic accomplishments.
8. Completed and signed **Rules and Guidelines** on page 5 of this document.
9. Artists should provide any other information relevant to the ensured success of their project.
10. All application requirements must be submitted on or before the application deadline.

## RFP + PROJECT TIMELINE | PROCESS

RFP released: October 4, 2022

Submission deadline: November 1, 2022, by 5:00 pm

Panel review: week of November 14, 2022

Artist notified: by November 23, 2022

Questions: Please contact [artsinfo@vbgov.com](mailto:artsinfo@vbgov.com).

## RULES AND GUIDELINES

The City of Virginia Beach reserves the right, as its best interests may appear, to reject any or all submissions, to reject any finalist, to waive informalities in applications or proposals, to terminate the selection process for any project without prior notice. Prior to installation of any artwork, a selected artist must provide a depiction of the proposed artwork; any deviation from that depiction in the installed artwork will be grounds for termination of the selected artist's involvement with the project. The City of Virginia Beach makes no representation or guarantee that any mural, once installed, will remain on display for any period of time. The City of Virginia Beach reserves the right, in its sole discretion, to paint over, replace or remove the artwork at any time. Application to any project advertised by the City of Virginia Beach constitutes agreement to all applicable rules and guidelines.

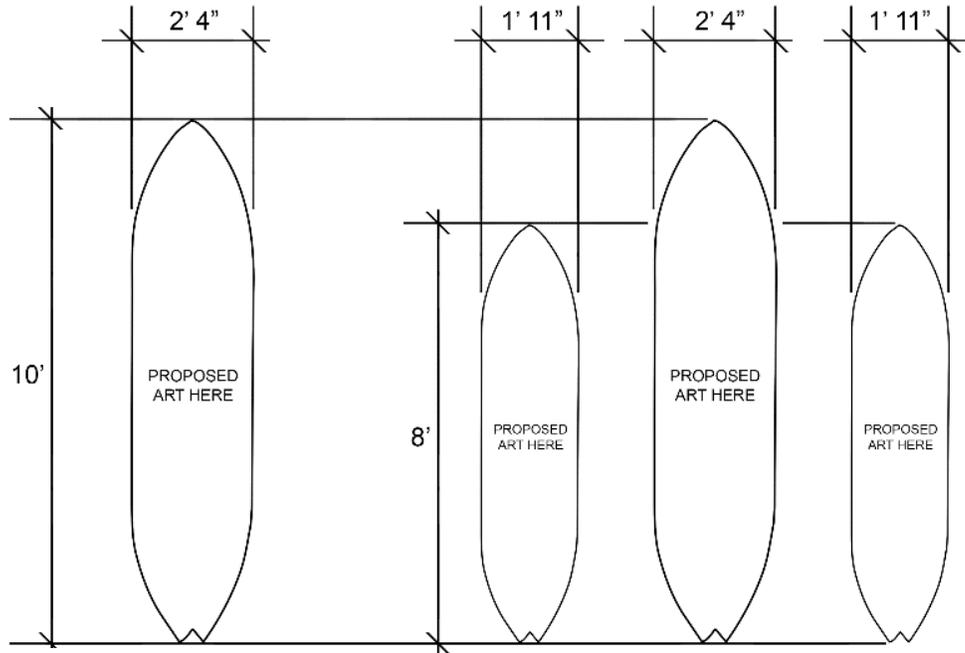
I agree to all terms and conditions of this RFP.

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Signature

Date

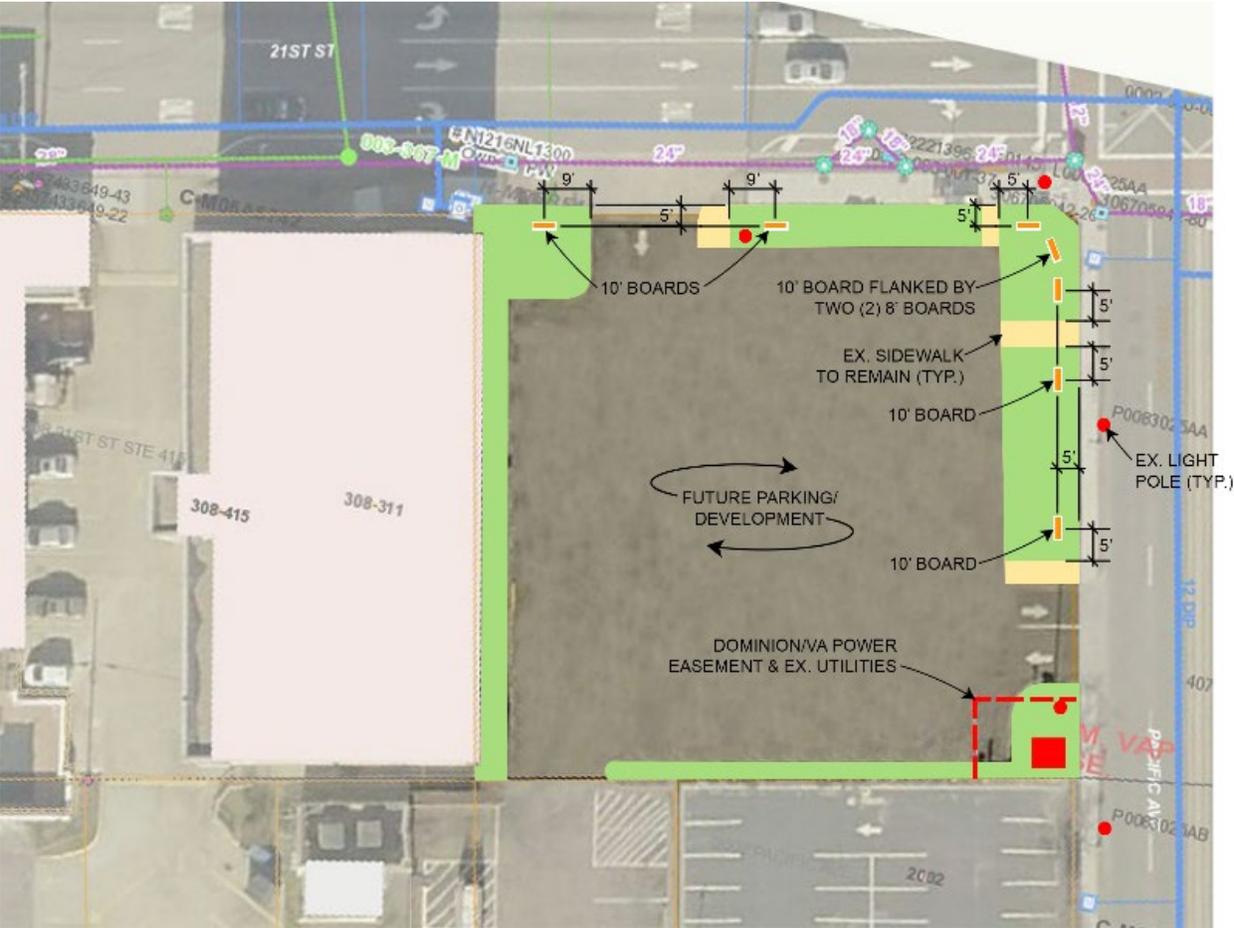
300 21st Street Temporary Art Board Template



300 21st Street Temporary Art Eastbound



300 21st Street Temporary Art Plan Exhibit



**SAMPLE Copyright License Agreement**  
*(Final Agreement to be issued to selected artist.)*

Exhibit B

This Copyright License Agreement (this “Agreement”) is made effective as of \_\_\_\_ day of \_\_\_\_, 2022 (“Effective Date”), between The City of Virginia Beach (City), a municipal corporation of the Commonwealth of Virginia (“City” or “User”) and \_\_\_\_\_, with a principal place of business or residence located at \_\_\_\_\_ (“Artist”).

1. The City has engaged \_\_\_\_\_, Artist, to create seven (7) digital designs for a surfboard installation on 21<sup>st</sup> Street and Pacific Avenue, whereby the city solicited proposals from artists to produce design images to be wrapped around seven sculptural surfboards at the corner surface lot at 21<sup>st</sup> Street and Pacific Avenue, Virginia Beach.
2. Artist was selected by the City to design seven (7) original artworks to be digitally replicated onto vinyl sheets and wrapped onto a sculptural surfboard (“Work”). The Work is pictured in Exhibit A, attached hereto and incorporated herein by reference. Once the Work is wrapped onto the sculptural installations, the Work becomes the property of the City.
3. Artist will receive a stipend in the amount of \$1,800 from the City for the design of the Work and for a license for City to use the Work for a period of thirty (30) years.
4. Artist owns all rights in and to the Work and retains all rights to the Work, which are not transferred herein, and retains all common law copyrights and all federal copyrights which have been, or which may be, granted by the Library of Congress.
5. City desires to obtain, and Artist has agreed to grant, a license authorizing the use of the Work by City in accordance with the terms and conditions of this Agreement.

The parties agree to abide by the terms as follows:

I. GRANT OF LICENSE. Artist owns the copyright in the Work. In accordance with this Agreement, Artist grants the City a license to use, display, publish (in print and digital media) and reproduce the Work, which includes the original artwork design and the final architectural street scape design. The Artist may not enter into a separate copyright license agreement for the Work, other than with the City.

The City may use the Work for promotional and educational purposes. The City shall endeavor to credit the Artist as the copyright owner when the City uses the Work. City shall own all rights to materials, products or other works created by the City in connection with this license.

II. PAYMENT. Artist will receive an artist stipend in the amount of \$1,800 from the City for the design of the Work and for a license for the use the Work for a period of thirty (30) years from

the Effective Date of this Agreement. The City will not pay the Artist any additional amounts for the license granted to the City pursuant to this Agreement.

III. DEFAULTS ON AGREEMENT. If City fails to abide by the obligations of this Agreement, Artist shall have the option to cancel this Agreement by providing 90 days written notice to the City. The City shall have the option of taking corrective action to cure the default to prevent the termination of this Agreement if said corrective action is enacted prior to the end of the time period stated in the previous sentence.

IV. TRANSFER OF RIGHTS. Neither party shall have the right to assign its interests in this Agreement to any other party, unless the prior written consent of the other party is obtained.

V. AMENDMENT. This Agreement may be modified or amended, only if the amendment is made in writing and is signed by both parties.

VI. COMPLIANCE WITH ALL LAWS. Artist shall comply with all federal, state and local statutes, ordinances, and regulations now in effect or hereafter adopted, in the performance of this Agreement.

VII. AGREEMENT INTERPRETED UNDER LAWS OF VIRGINIA. This Agreement shall be deemed to be a Virginia contract and shall be governed as to all matters whether or validity, interpretations, obligations, performance or otherwise exclusively by the laws of the Commonwealth of Virginia, and all questions arising with respect thereto shall be determined in accordance with such laws. Regardless of where actually delivered and accepted, this Agreement shall be deemed to have been delivered and accepted by the parties in the Commonwealth of Virginia.

VIII. VENUE. Any and all suits for claims or for any and every breach or dispute arising out of this Agreement shall be maintained in the appropriate court of competent jurisdiction in the City of Virginia Beach or the U.S. District Court for the Eastern District of Virginia, Norfolk Division.

IX. INDEPENDENT CONTRACTORS. The Artist shall agree and covenant that it is and shall be at all times an independent contractor, and as such, shall have and maintain complete control over all of its employees and operations. Neither the Artist nor anyone employed by it shall be, represent, act purport to act, or by deemed to be an agent, representative, employee or servant of the City.

X. SEVERABILITY. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid or enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

The following signatures make this Agreement effective as of the Effective Date written above.

[ARTIST'S NAME]

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CITY OF VIRGINIA BEACH

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Approved as to Content:

Approved as to Legal Sufficiency:

\_\_\_\_\_  
Cultural Affairs Department

\_\_\_\_\_  
Office of City Attorney