



## DEPARTMENT OF COMMUNITY DEVELOPMENT SERVICES

*Economic Development Division*

### **m e m o r a n d u m**

**TO:** Urbana Public Arts Commission

**FROM:** Christina McClelland, Public Arts Coordinator

**DATE:** August 8, 2012

**SUBJECT: King Park Public Art Project Design Services Agreement**

---

### **Background**

For several years it has been a goal of the Public Arts Commission to create a lasting piece of public artwork to commemorate the life and legacy of Dr. Martin Luther King, Jr. in King Park. The completed artwork will help promote the park as an amenity for the local neighborhood and school, as well as provide an attraction for residents of Urbana and Champaign County. City staff and the King Park Public Art Project Commission subcommittee worked with the Urbana Park District to identify a qualified artist to design public art in the park through a Request for Qualifications (RFQ) process. The selection of artist Douglas Kornfeld, as recommended by the panel, was approved at the June 12, 2012 Public Arts Commission meeting.

### **Discussion**

City legal staff, in consultation with the Urbana Park District, has been in the process of negotiating a Public Art Design Services Agreement (Exhibit A) with the artist to guide the development of public art for King Park. The public art will take the form of some type of sculpture or permanent installation, as conceived through the artist's research and conversations with the community. The agreement will ensure the creation of a project that meets the Program Goals outlined in the King Park Public Art Project RFQ (Exhibit B):

- Beautify and improve King Park and the city streetscape
- Honor the legacy of Dr. Martin Luther King, Jr's work and ideas.
- Integrate public art into the neighborhood and park environment, creating a sense of place and purpose, and promoting tourism and commerce.
- Beautify and improve the city streetscape.
- Preserve and commemorate local and multicultural traditions and histories.
- Provide opportunities for local and national, established and emerging artists in Urbana and Champaign County.
- Enrich the lives of Urbana residents and visitors.

The agreement outlines the scope of Mr. Kornfeld's design services, including deliverables, schedule of performance, schedule of compensation, and process of design approval. It is

important to note that the agreement found in this resolution serves only to contract Mr. Kornfeld to create a design for the project. Upon approval of a final design and plan for fabrication and installation, an addendum may be negotiated by the artist and the City to commission the actual production of the piece. Should the City decide to construct the designed artwork, the agreement also sets up a procedure for alterations of the site or removal of the artwork as future situations might require. A separate agreement between the City and the Urbana Park District is currently being negotiated to outline responsibilities for ownership and maintenance following the production and installation of the completed project.

The costs of the Design Services outlined in this contract (\$5,000) are included in the \$50,000 budget for the King Park Public Art Project. The budget for the project comes from TIF 3, a district that will expire on December 31, 2013. As all project funds must be spent by this date, the agreement with Mr. Kornfeld should be finalized so that public art designs may proceed according to schedule.

### **Recommendation**

Staff recommends that the Commission approve the Public Art Design Services Agreement with Douglas Kornfeld. Upon this approval the Agreement will be forwarded to City Council for approval at their August 20, 2012 meeting.

Attachments:

Exhibit A: King Park Public Art Design Services Agreement

Exhibit B: King Park RFQ

## ***Public Art Design Services Agreement***

This **AGREEMENT FOR PUBLIC ART DESIGN SERVICES** (together with all Exhibits, hereinafter the “Agreement”) is made and entered into as of this \_\_\_\_ day of \_\_\_\_, 2011, by and between the CITY OF URBANA, (hereinafter the “City”, an Illinois municipal corporation whose principal office is located in Champaign County, Illinois and \_\_\_\_\_ (hereinafter the “Artist”) whose principal office is located at \_\_\_\_\_.

### **WITNESSETH:**

**WHEREAS**, the City Council has determined that it is in the public interest to support public art; and

**WHEREAS**, the City desires to obtain public art design services in connection with the development of a design for public art elements to be installed at King Park (“site”); and

**WHEREAS**, Artist is in the business of creating original works of art; and

**WHEREAS**, the Artist was selected by the City through a Request for Qualifications process by the City to design and develop public art elements for the Project; and

**WHEREAS**, the City desires to enter into an agreement with Artist to fully develop a design of artwork in anticipation of fabrication and installation of it.

NOW, THEREFORE, in consideration of the above-stated premises and subject to the conditions hereinafter set forth, the parties agree as follows:

**1. Scope of Services.** The Artist shall provide **design services (the “Services”) and deliverables (“Deliverables”)** as set forth in Exhibit A, which is hereby incorporated by reference into this Agreement. The Services shall result in Deliverables embodying a **final design (the “Design”)** including, but not limited to, a plan for fabrication and installation.

**2. Schedule of Performance.** The Public Art design services shall be completed and submitted within the time periods defined in the detailed Scope of Services attached as Exhibit A.

**3. Extension of Time.** The City agrees to grant extensions of time to the Artist in the event that there is a delay caused by the City, or pursuant to those circumstances set out in Section 20 of this Agreement. Extensions of time shall comply with the requirements of Section 18 of this Agreement.

**4. Compensation.** The City agrees to pay Artist \$5,000 for the Design.

**5. Representations and Warranties.** Artist represents and warrants that the services rendered pursuant to this Agreement shall result in an original Design that, to the best of Artist's knowledge, does not infringe on any third party intellectual property rights. The City shall make available for Artist's examination and use all information regarding the Site and Project, including but not limited to: plans, specifications, reports, narratives, publications, statistics, records and other information pertinent to Artist's performance under this Agreement, at no cost to Artist. Where appropriate, the City shall direct their Design Team (ie. engineers, landscape architects, and other design professionals) to work in cooperation with Artist to fully develop the design and fabrication and/or installation plans for the Public Art. Further, the City shall provide its reviews and approvals of Artist's public art designs in a prompt and timely manner.

## **6. Design Approval Process.**

It is anticipated that the design and development approval process shall be in phases, all of which is more fully set forth in Exhibit A relating to "deliverables". To insure a "meeting of the minds" as the design is developed, each deliverable must be approved by the Urbana Public Arts Commission and the Urbana Park District Project representatives before the next phase is produced. The final design must be approved by both the Urbana Public Arts Commission and the Urbana Park District Project representatives. Upon approval of the final design, Artist shall provide a plan for fabrication and installation of the final design piece for approval by the Urbana Public Arts Commission and the Urbana Park District Project representatives. After such approval of the plan for fabrication and installation, the Public Arts Commission and the Artist shall negotiate an addendum to this Agreement to provide details respecting the fabrication and installation of the final design piece. This addendum must be approved by the Urbana Arts Commission and the Urbana Park District Project representatives.

7. The approved design concept submitted to the City under this agreement and the resulting Artwork will be the sole property of the City and subject to the provisions of the Visual Artists Rights Act of 1990. The design concept and maquette may be used for exhibition purposes.

**8. Copyright Ownership.** Artist retains all copyrights in the design and any plans, drawings, model, and the like prepared by the Artist in connection with this agreement. The Artist is responsible, at his/her option, for registering any copyrightable material in his or her name with the U.S. Register of Copyrights, at no additional cost to Client.

**9. Publicity and Public Information:** The City may inform the general public about the Artwork by issuing news releases and news stories. In addition, the City may provide information to persons interested in learning more about the Artist. The City will have no liability for errors or omissions in any publications.

**10. Motion Pictures, Television Productions, and Photographs:** The Artist grants the City a perpetual license which allows, without limitation, the Artist's Artwork

to be included in any motion picture, television production, photographs (to be used on the City website or in City promotional materials), taken at the Location, or in any other media promoting the City or its activities. No further and additional consideration shall be remitted to the Artist for said license. Such license grants to the City an irrevocable license to graphically depict the Work in any non-commercial manner whatsoever. For the purposes of this Agreement, the graphic depiction of the Work on materials designed to promote the City or its services or shall be deemed to be non-commercial use. In addition, the Artist grants a perpetual license to the production company and/or photographer to exhibit all or any part of said film or photographs throughout the world. Such exhibitions will be for non-commercial purposes only and will credit the City as owner of the Work and Artist as creator of the Work.

#### **11. Alterations of Site or Removal of Artwork:**

- a. The City shall notify the Artist in writing upon adoption of a plan of construction or alteration of the Site which would entail removal or relocation of the Artwork which might result in the Artwork being destroyed, distorted or modified. The Artist shall be granted the right of consultation regarding the removal or relocation of the Artwork. If the Artwork cannot be successfully removed or relocated as determined by the City, the Artist may disavow the Artwork or have the Artwork **returned to the Artist at the Artist's expense**. If the City and Artist agree that the Artwork can be included in the alteration of the Site with **modifications, parties agree to negotiate fair compensation for Artist's** services to appropriately and adequately modify the Artwork to meet new site conditions.
- b. The Artwork may be removed or relocated or destroyed by the City pursuant to the Visual Artists Rights Act of 1990, should the Artist and the City not reach mutual agreement on the removal or relocation of the Artwork after a period not to exceed 90 days after written notice to the Artist. During the 90 day period, the Parties shall engage in good **faith negotiations concerning the Artwork's removal or relocation**.
- c. If the City reasonably determines that the Artwork presents imminent harm or hazard to the public, other than as a result of the City's **failure** to maintain the Artwork as required under this Agreement, the City may authorize the removal of the Artwork without the prior approval of the Artist.
- d. This clause is intended to replace and substitute for the rights of the **Artist under the Visual Artists' Rights Act to the extent that any portion** of this Agreement is in direct conflict with those rights. The parties acknowledge that this Agreement supersedes that law to the extent that this Agreement is in direct conflict therewith.

**12. Transfer of Title.** Simultaneous with Artist's receipt of the final payment, Artist shall transfer title to the Deliverables to the City.

### **13. Indemnification.**

- a. The Artist shall indemnify and hold harmless the City, its officers, and employees from and against any and all claims, actions, damages, fees, fines, penalties, defense costs, suits or liabilities which may arise out of any act, neglect, omission or default of the Artist arising out of or in any way **connected with the Artist (or Artist's officers, employees, agents, volunteers and sub-contractors, if any)** performance or failure to perform under the terms of this agreement.
- b. The City shall indemnify and hold harmless the Artist from and against any and all claims, actions, damages, fees, fines, penalties, defense costs, suits or liabilities which may arise out of any act, neglect, omission or default of the City arising out of or in any way **connected with the City's (or City's officers, employees, agents, volunteers and sub-contractors, if any)** performance or failure to perform under the terms of this agreement.

**14. Independent Contractor.** Artist is furnishing his/her services hereunder as an independent contractor, and nothing herein creates any association, partnership or joint venture between the Parties hereto or any employer-employee relationship.

**15. Modification.** Any modification of this Agreement shall be in writing and signed by all the parties.

**16. Termination.** Either party may terminate this Agreement upon thirty (30) days written notice to the other party delivered by certified mail or in person. Termination of this Agreement for any cause shall be without prejudice to any obligations or liabilities or either party accrued prior to or because of such termination. Should the City elect to terminate the Agreement under this Section, the City does not have the right to commission any other party to create the Design, or any part thereof, without the written approval of Artist. Further, the City shall be liable under the payment provisions of this Agreement only for payment for services rendered before the effective date of termination. In the event of a breach, the non-breaching party may terminate this Agreement upon ten (10) days notice to the other, if the breaching party is in material breach of this Agreement and fails to cure the breach before the end of the ten (10) day notice period.

**17. Death or Incapacity of Artist.** Should the Artist become ill, disabled, injured, or otherwise incapacitated at any time between the execution of this Agreement and the date of completion, the Artist or one of his representatives will notify the City promptly. **In the event of Artist's physical incapacity or death prior to the completion of the Agreement, all payments made up to the point of incapacity or death will be retained by Artist or Artist's estate and all work performed to date of incapacity or death will be compensated.** If the Design is substantially completed and it is feasible for the work to be fully completed without undue delay, the City may elect to proceed under the terms of this Agreement with the written consent of Artist's estate. In the event that the City

elects to proceed with the completion of the Design, and/or a commission of the Artwork, all remaining work to be completed in accordance with this Agreement will be **delegated to Artist's studio personnel.**

**18. Force Majeure.** The Parties will be excused from performing under this Agreement if performance is prevented by a condition beyond the control of the Parties such as acts of God, war, civil insurrection, government action or public emergency (but only for as long as such unforeseen occurrences exist). Both Parties will take all reasonable steps to assure performance of their contractual obligation when the unforeseen occurrences have ceased to exist, but resumption of performance will be subject to negotiation between the Parties if more than one (1) year has passed since either suspension of obligations under this Agreement or substantially changed circumstances.

**19. Non-assignability.** Artist will not assign, transfer or subcontract the creative and artistic portions of the Design or the Artwork to another party without the prior written consent of the City.

**20. Severability.** Each paragraph and provision of this Agreement is severable from the entire Agreement, and if any provision is declared invalid, the remaining provisions will remain in effect.

**21. Compliance:** The Artist agrees to abide by and be governed by all applicable federal, state, and local laws or regulations as said laws and regulations exist and are amended from time to time. Failure to comply with this provision will be considered a breach of this Agreement. In entering into this Agreement, City does not waive the requirements of any City or local ordinance or the requirements of obtaining any permits or licenses which are normally required to conduct business or activity contemplated by the Artist.

**22. Jurisdiction and Venue.** This Agreement will be governed by and construed in accordance with the laws of the State of Illinois, without reference to conflicts of laws principles. The parties hereby agree that the State and Federal Courts of Champaign County and the State of Illinois shall have exclusive jurisdiction to hear and determine any claims or disputes pertaining directly or indirectly to this Agreement or any matter arising therefrom or relating thereto. Each Party agrees to service of process through the procedure defined in Section 25.

**2. Notices.** All notice, submittals, requests, and reports required under this Agreement will be hand delivered or sent by certified mail as follows:

For Artist:

For the City: Public Arts Coordinator  
Community Development Services  
City of Urbana  
400 S. Vine Street  
Urbana, IL 61801

Notice is deemed to have been received either upon the date recipient signs the return certificate, or five (5) days after the notice is transmitted to recipient, whichever is sooner. A change in the designation of the person or address to which submittal, requests, notices and reports will be delivered is effective when the other party has received notice of the change by certified mail.

**24. Dispute Resolution.** In the event of any disputes arising from the terms of or performance under this Agreement, the parties shall first attempt resolution through good faith discussion and/or mediation. For disputes and differences of opinion regarding aesthetic matters, the dispute will be presented to the Urbana Public Arts Commission for recommendation. If discussion and/or mediation do not resolve the dispute(s), the parties may resort to litigation and equitable relief to resolve disputes that still exist after good faith discussion and/or mediation. In addition, either party may seek equitable relief (injunction and/or specific performance) at any time when immediate enforcement or cessation of performance under this Agreement is required to avoid foreseeable damages to relief-seeking party's interests, including but not limited to intellectual property interests.

**25. Entire Agreement.** This Agreement constitutes the entire agreement between the parties and supersedes all previous agreements in this matter. There are no other written or oral agreements, representations or understandings with respect to the subject matter of this Agreement. This Agreement and its terms may be amended, modified, or waived only by written agreement, signed by both parties.

**26. Non-waiver.** No waiver will be binding on a party unless it is in writing and signed by the party making the waiver. A party's waiver of a breach of a provision of this Agreement will not be a waiver of any other provision or a waiver of a subsequent breach of the same provision.

**27. Execution by Counterpart and Facsimile.** This Agreement may be executed in counterpart and by facsimile.

**THE PARTIES TO THIS AGREEMENT** by their signatures acknowledge they have read and understand this agreement and intend to be bound by its terms.

**CITY OF URBANA**

By: \_\_\_\_\_  
MAYOR

**ARTIST**

By: \_\_\_\_\_  
ARTIST



Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
CITY CLERK

Date: \_\_\_\_\_

**ATTACHMENTS:**

EXHIBIT A: DESIGN SERVICES & DELIVERABLES

EXHIBIT B: PAYMENT SCHEDULE

EXHIBIT C: INSURANCE

EXHIBIT D: PROJECT SCHEDULE

DRAFT

## **EXHIBIT A: DESIGN SERVICES & DELIVERABLES**

### **DESIGN SERVICES**

1. **Scope of Services.** The Artist will perform the following "Services", which include all other obligations required of the Artist by this Agreement, in a satisfactory and proper manner as determined by the City:
  - a. **Design/Consultation Services.** The Artist will work in collaboration with the City staff, Urbana Park District staff, community stakeholders, and project personnel to gather information, share ideas and identify themes or concepts for the for the **Martin Luther King, Jr. Park Public Art Project (the "Project")**. The Artist will conduct independent research as necessary to develop concepts and opportunities for the integration of artwork into the Project and will influence the overall Project design and strive to integrate art ideas into the Project. The Artist will work within the constraints of the right-of-way, easements, timeline and established project alignment to maximize resources wherever possible to impact the Project. The Artist will meet with the various community groups associated with the Project to listen to concerns, consider their interests, and gather Project information and foster communication. The Artist will develop a written description and appropriate visual materials to explain and illustrate the artwork concepts, site selections, and materials, **which will comprise the artworks ("Work.")**
  - b. **Approval.** The Work must be approved by the **Urbana Public Arts Commission and Urbana Park District Board**. The Artist will provide consultation through any City Department approval processes as may be required. Based on comments, the Artist will develop a complete and detailed artwork proposal(s) that may be developed as stand-alone artworks.
    - i. Proposed works shall include:
      1. Detailed design drawing of the proposed artwork clearly indicating scale
      2. Written description of the artwork
      3. Written description of proposed materials with samples as appropriate
      4. Proposed artwork implementation budget.
    - ii. Artworks designed and fabricated by the Artist will be engineered and estimated through the Artist with the cost estimate including payment of all applicable local, state and federal taxes and costs of all labor and materials required to produce and install the artwork.
  - c. **Implementation of Designs.** Upon agreement of the parties, an addendum for fabrication and installation of the Work by the Artist may be entered into following satisfactory completion of the Services under this Agreement.

## DELIVERABLES

1. **Schematic Design:** Artist (in collaboration with City staff, Urbana Parks District Staff, and other design professionals as appropriate) shall submit to the City of Urbana a Schematic Design for the Artwork.
  - a. Schematic design shall include information sufficient to describe the Artwork in detail, including but not limited to:
    - i. Dimensioned drawings such as plan(s), section(s), elevation(s), site plans
    - ii. Models, materials and samples
    - iii. Structural considerations
    - iv. Preliminary assessment of maintenance requirements, surface integrity, protection against theft and vandalism
    - v. Preliminary sub-consultant reports as appropriate, such as structural, lighting, electrical, mechanical, hydraulic engineers/consultants
    - vi. Preliminary fabrication narrative
    - vii. Preliminary installation narrative
    - viii. Estimated fabrication budget
    - ix. Preliminary fabrication budget
    - x. Estimated installation budget
    - xi. Preliminary installation schedule
    - xii. Ability to meet Client provided preliminary installation timeline
  - b. **Revisions:** The City may require the Artist to make such revisions to the Schematic Design(s) as are necessary for the Work to comply with applicable statutes, ordinances, or regulations of any governmental agency having jurisdiction of the Project. The City may also request or require revisions for other practical non-aesthetic reasons.

Schematic Design shall be submitted to the City by September 28, 2012 for review and approval by the Urbana Public Arts Commission and Urbana Park District at their October 16, 2012 meeting.

2. **Construction Documents:** Artist (in collaboration with City staff, Urbana Parks District Staff, and other design professionals as appropriate) shall submit to the City a set of Construction Documents detailing every physical feature of the construction of the Artwork and its integration with the Site. Construction Documents include:
  - a. Detailed drawings to meet standards specified by Client
  - b. Material samples
  - c. Final consultant reports/drawings/specifications where appropriate
  - d. Final budget for artist fees
  - e. Final fabrication budget
  - f. Final fabrication schedule

- g. Final maintenance requirements/instructions
- h. Final installation narrative
- i. Final installation budget

Construction Documents shall be submitted to the City by November 29, 2012 for review and approval by the Urbana Public Arts Commission and Urbana Park District at their December 11, 2012 meeting.

- 3. All deliverables will be provided in form easily printed and/or reproduced and **suitable for distribution in 8 1/2" X 11" format. Deliverables can be made in hard copy print or electronic format (PDF or JPEG).**

DRAFT

## **EXHIBIT B: PAYMENT SCHEDULE**

1. **Compensation and Method of Payment.**
  - a. **Compensation for Design Consultation Services and Purchase of Design:** For the Artist's Services, the City agrees to pay the Artist up to a total of Five Thousand Dollars (\$5,000) ("Compensation"). The Compensation includes any applicable taxes, which must be paid by the Artist. The Compensation constitutes full and complete compensation for the Artist's Services under this Agreement. **The City shall pay Artist's** invoices within sixty (60) days following receipt of invoice. Parties anticipate addendum for additional services of \$45,000 for commission and fabrication of artwork upon design approval.
  - b. **Method of Payment:** The Compensation will be paid to the Artist in the following installments within a reasonable period of time after completion of the Services described below:
2. **Payment Schedule:**
  - a. Five Thousand Dollars (\$5,000) following the City's approval and execution of this Agreement, for travel, lodging, meals, design services, printing costs, and any other expenses related to the performance of Services (**"First Payment"**);

## EXHIBIT C: INSURANCE

- 1. General Requirement.** During the term of this Agreement, at its own cost and expense, the Artist shall maintain in full force and effect insurance policies as enumerated below.
- 2. Policy Form.** All policies save for the professional liability shall be written on an occurrence basis. Professional liability insurance can be either claims made or occurrence basis policies.
- 3. Additional Insured.** The City of Urbana and its officers and employees shall be named as additional insured parties on the general liability policy and included as additional insured parties on the automobile liability policy. The City's interests as additional insured parties shall be on a primary and non-contributory basis on all policies and noted as such on the insurance certificates.
- 4. Qualification of Insurers.** All policies will be written with insurance carriers qualified to do business in the State of Illinois rated A-VIII or better in the latest Best's Key Rating Guide.
- 5. Form of Policy.** All policies shall be written on the most current Insurance Service Office (ISO) or National Council on Compensation Insurance (NCCI) form or a manuscript form if coverage is broader than the ISO or NCCI form.
- 6. Time of Submission; Certificate of Insurance.** At or before the time of execution of this agreement and prior to commencing any work activity on the project, the Artist shall provide the City Public Arts Coordinator with certificates of insurance showing evidence the insurance policies noted below are in full force and effect and giving the City at least 30 days written notice prior to any change, cancellation, or non-renewal except in the case of cancellation for non-payment of premium, in which case notice shall be 10 days. The Artist shall provide any renewal certificates of insurance automatically to the City Public Arts Coordinator at least 30 days prior to policy expiration. The Artist shall upon request of the City Public Arts Coordinator provide copies of any or all insurance policies.
  - a. Types and Limits of Insurance.
    - i. General Liability: Combined single limits of at least one million dollars (\$1,000,000) per occurrence. General Liability Insurance shall include:
      1. Products and completed operations coverage.
      2. Contractor's Protective coverage.
      3. Personal Injury Liability coverage.
    - ii. Automobile Liability: Combined single limits of at least one million dollars (\$1,000,000) per occurrence. Auto liability shall include hired and non-owned autos.
      1. Self-insured: If a self-insured retention or deductible is maintained on any of the policies, the Artist shall provide the

amount of the self-insured retention or deductible to the City Engineer. Such deductibles shall be subject to approval by the City. Such approval shall not be unreasonably withheld. The Artist will be held solely responsible for the amount of such deductible and for any co-insurance.

iii. Workers' Compensation:

Coverage A: Statutory Limits

Coverage B: One hundred thousand dollars (\$100,000) employer's liability limits for each accident or per disease, per employee. Said policies shall be endorsed to cover any disability benefits or Federal compensation acts if applicable.

iv. If, however, the Artist does not have any employees as defined by state statutes and regulations and does not wish to cover himself or **herself for Worker's Compensation, the Artist shall sign the following statement:**

**"I, do not have, nor intend to have for the full term of this Agreement, any employees. Furthermore, I do not wish to obtain or be covered under any Worker's Compensation insurance coverage and, therefore, am signing this statement in lieu of providing the above require Worker's Compensation coverage."**

---

(Artist's signature)

---

(Print Artist's name)

v. Insurance Not A Limitation. The insurance coverage and requirements contained in this Section shall not be construed to be a limitation of liability for the Artist.

## **EXHIBIT D: ANTICIPATED PROJECT SCHEDULE**

1. **August-September 2012:** Artist initial trip to Urbana to meet with key stakeholders
2. **October-November 2012:** Approval of Schematic Design by Urbana Public Arts Commission and Urbana Park District
  - a. Engineer Drawings/City staff for review about safety and parts
  - b. Bidding phase, cost estimates
  - c. Construction Documents produced
3. **December 2012-January 2013:** Approval of Construction Documents by Urbana Public Arts Commission and Urbana Park District
4. **January-February 2013:** Approval of Addendum for Commission and Fabrication of Design
5. **March-May 2013:** Fabrication & Installation of Artwork in progress.
6. **May-June 2013:** Installation Completion & Dedication of Artwork





## DEPARTMENT OF COMMUNITY DEVELOPMENT SERVICES

*Economic Development Division*

Urbana Public Arts Program: Boneyard Beautification Project

# Request for Qualifications: Martin Luther King, Jr. Park Project

## Overview

The City of Urbana, IL and the Urbana Public Arts Commission seek to commission an artist or artist team to create a unique sculpture, interactive artwork, or art installation for Martin Luther King, Jr. Park in Urbana. While his individual likeness cannot be used in this project, the project should honor the legacy of Dr. King's work and ideas. The completed artwork will help promote the park as an amenity for the local neighborhood and school, as well as provide an attraction for residents of Urbana and Champaign County.

## Program Goals

- Beautify and improve King Park and the city streetscape
- Honor the legacy of Dr. Martin Luther King, Jr's work and ideas.
- Integrate public art into the neighborhood and park environment, creating a sense of place and purpose, and promoting tourism and commerce.
- Beautify and improve the city streetscape.
- Preserve and commemorate local and multicultural traditions and histories.
- Provide opportunities for local and national, established and emerging artists in Urbana and Champaign County.
- Enrich the lives of Urbana residents and visitors.

## Site Description/Context

Martin Luther King, Jr. Park is approximately six acres in size and is considered a "gateway" park as it is located along the Lincoln Avenue corridor connected to Interstate 74. Lincoln Avenue is considered the formal entrance into Urbana. The community park was acquired in 1967 and contains the Jettie Rhodes Pavilion, a multi-aged playground, picnic shelter, bicycle/pedestrian path, tennis courts and open play fields. King Park is located adjacent to Martin Luther King, Jr. Elementary School and is connected via trails to the school site. Teachers and students use the park for educational and recreational purposes. Both North Harvey and North Gregory Drive are located north and south of the park and terminate into the park site providing additional entrances into the park. King Park is also located within a residential context, integrated into one of Urbana's oldest neighborhoods. The site of the artwork may be determined by the artist in consultation with City staff and Urbana Park District staff.

## Budget

Total budget for the public art project is \$50,000. Funds must cover all costs, including design fees, travel, materials and fabrication, engineering, shipping, insurance, and all costs relating to completion and installation of the project(s). All project funds must be expended by December 31, 2013.

## Timeline:

- RFQ Released: January 26, 2012
- Applications Deadline: 5:00 PM, Wednesday, March 14, 2012
- Selection Panel Review: April 11-12, 2012
- Approval by Urbana Public Arts Commission: May 8, 2012
- Artist(s) Notification: May 2012
- Contract Preparation and Finalization: May 2012
- Artist(s) work with City staff, Urbana Park District staff, and community to develop project: June 2012 - Spring 2013
- Completion and installation of project: Summer 2013

## To Apply

Applications must be received by **5:00 PM CST on March 14, 2012**. Unfortunately, we cannot accept applications by e-mail.

**Mail or hand deliver** applications to: Martin Luther King, Jr. Park RFQ  
Attn: Christina McClelland, Public Arts Coordinator  
City of Urbana, Community Development  
400 South Vine Street  
Urbana, IL 61801

## Submission Requirements

**PLEASE DO NOT SEND ORIGINAL ARTWORK.** To be considered, submit the following as one set of hard copies, as well as PDF files on a data CD-ROM. Place all submission materials in a 9" x 12" envelope.

- Application Cover Sheet
- Letter of Interest: state your interest and qualification for the project. Include a brief statement of your work interests and process, and how you would consider proceeding with this project if selected.
- Current professional resume(s) or curriculum vitae.
- Include up to 10 digital images of work. Submit images on a CD as individual JPEGs, no PowerPoint. Each image should be no larger than 1 MB, 1920 x 1920 maximum dimensions at 72 dpi. Files should be labeled as follows: "lastname\_firstname\_01.jpg," i.e. "smith\_jane\_01.jpg."
- Image identification sheet with file numbers corresponding to image title, year completed, dimensions, medium, and site, description, and budget (if applicable).

## Artist Selection Criteria and Process:

Criteria:

- Demonstration of artistic quality in past work, particularly relating to public art. This includes issues of durability, fabrication, and environmental factors.
- Experience, success, and/or interest in creating public artworks, as well as consulting with local community stakeholders in development of public art projects.
- Ability to accomplish project goals.

A temporary selection panel will be created to review submissions and recommend an artist/artist team for approval by the Urbana Public Arts Commission. The panel will be composed of City staff, members of the Public Arts Commission, Urbana Park District staff and professionals with experience and knowledge of the City of Urbana and the field of public art. The Urbana Public Arts Commission will approve the final recommendation from the Selection Panel.

**Notification:**

Finalists will be notified of selection by mail and e-mail.

**NOTE: THE CITY OF URBANA PUBLIC ARTS PROGRAM AND SELECTION PANEL RESERVE THE RIGHT TO REJECT ANY PROPOSALS, TO WAIVE PROPOSAL INFORMALITIES, OR TO TERMINATE THE SELECTION PROCESS AT ANY TIME FOR ANY PROJECT.**

All materials must be received by March 14, 2012. Contact Christina McClelland with any questions.

Christina McClelland, Public Arts Coordinator  
Community Development Services, City of Urbana  
400 S. Vine St.  
Urbana, IL 61801  
Phone: (217) 384-2311  
Fax: (217) 384-0200  
Email: [cmmcclelland@urbanaininois.us](mailto:cmmcclelland@urbanaininois.us)

**Attachments**

- Exhibit A: Application Cover Sheet
- Exhibit B: King Park Trail Layout
- Exhibit C: King Park Trail Layout Aerial Map
- Exhibit D: King Park photos



**DEPARTMENT OF COMMUNITY DEVELOPMENT SERVICES**

*Economic Development Division*

Urbana Public Arts Program: Boneyard Beautification Project

**Request for Qualifications:  
Martin Luther King, Jr. Park Project**

**Application Cover Sheet**

Name \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Phone \_\_\_\_\_

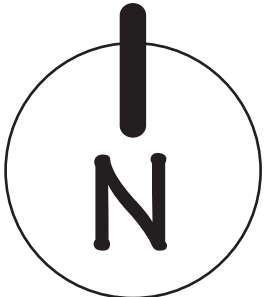
E-mail \_\_\_\_\_

Website \_\_\_\_\_

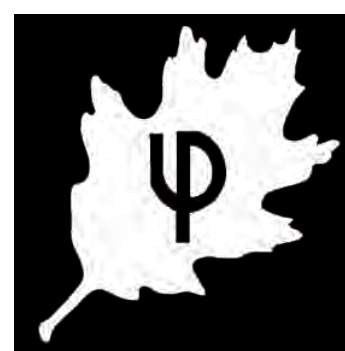


**KING PARK TRAIL LAYOUT**  
PRELIMINARY PLAN

URBANA PARK DISTRICT  
901 BROADWAY AVE.  
URBANA, IL 61801  
[www.urbanaparks.org](http://www.urbanaparks.org)



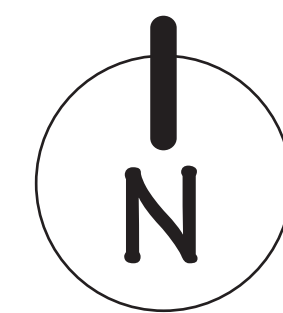
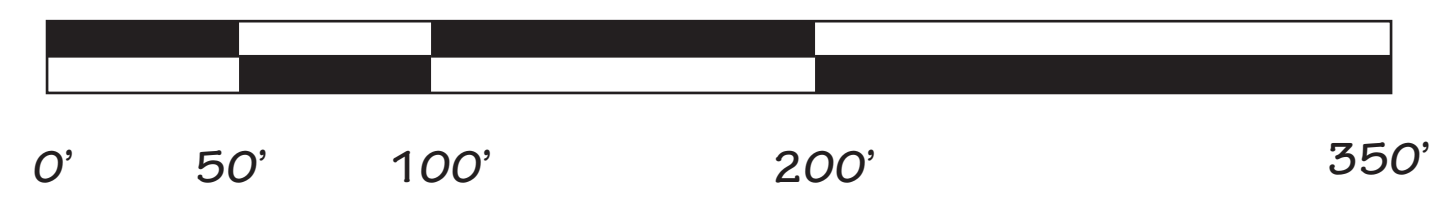
SHEET:  
1 OF 1



# KING PARK TRAIL LAYOUT

Aerial Map

URBANA PARK DISTRICT  
901 BROADWAY AVE.  
URBANA, IL 61801  
[www.urbanaparks.org](http://www.urbanaparks.org)



SHEET:  
1 OF 1

Exhibit D: King Park photos



**Exhibit D: King Park photos**

