



Legislation Text

File #: K-1718-47, **Version:** 1

CONTRACT K-1718-47: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND JAMES K. JOHNSON IN THE AMOUNT OF \$30,000 FUNDED THROUGH THE NORMAN FORWARD PUBLIC ARTS FUND FOR THE PURCHASE OF A SCULPTURE TO BE PLACED AT THE EAST BRANCH LIBRARY.

BACKGROUND: The City of Norman and the Norman Arts Council (NAC) have partnered in projects to install art in public places within the City of Norman. Through this partnership, the NAC has purchased art pieces, and the City provides a location for the piece(s) within public spaces owned by the City of Norman.

With the adoption of Norman Forward, the City committed to expend an amount not to exceed 1% of the aggregate construction costs of major facilities and community parks improvements costs on public art at those facilities and parks. Because of the City's positive relationship with the NAC and the NAC's commitment to the sense of community fostered by public art, the NAC has agreed to expand the partnership with the City of Norman to assist with the selection, location, and installation of public art purchased with Norman Forward sales tax revenue. The terms of this partnership were discussed at the City Council Conference of February 9, 2016 and at the Norman Forward Citizen's Financial Oversight Committee meeting of March 28, 2016.

Under the terms of the approved Services Agreement, Contract K-1516-132, the NAC will serve as the administrator for the selection, location, and installation of public art purchased with Norman Forward sales tax funds. The NAC works cooperatively with the City to recommend appropriate works of art for selected facilities and sites paid for with Norman Forward funds.

The NAC administers the selection of public art through four phases. The first phase, Project Development, includes research by the NAC into similar projects at applicable locations such as libraries, parks, sports facilities, aquatic centers, and public pools. During Project Development, the NAC will assemble a Project Team comprised of NAC members; community members with pertinent expertise; Norman Forward Ad Hoc Committee member(s); and Norman Public Arts Board member(s). The City may choose to appoint a Councilmember and/or city staff person to the Project Team.

Once the Project Team is assembled, the Team will evaluate public art opportunities; develop a project budget; create a Selection Panel for selection of the art work; and establish a timeline for each project. The Selection Panel may be different for each work of art, but the Panel may be made up of the following members: community stakeholders; design professionals; City Manager designee; and member(s) of the Norman Forward AD Hoc Committee associated with the project.

The second phase is the Selection Process, including the following: project announcement and advertising; Selection Panel review of submissions as a "blind jury"; development of a finalist short list; mandatory site visits for selected finalists; final proposal presentations; selection of artist; and contract negotiation and approval. Once an artist is chosen, the NAC, through the City Attorney's Office, will negotiate a contract with the chosen artist. City Council will then consider the contract for approval, and the artist shall complete the work of art according to the terms of his or her contract.

The third phase will be the Execution and Installation Process. During this phase, NAC will coordinate with the City for permitting and plan approvals; with the artist for fabrication and installation; and with either the City or the artist regarding any issues which might arise.

The last phase is Public Engagement and Education. During this phase, once the work of art is complete, the NAC will design and install appropriate markers for the work of art as well as taking archival-quality audio, video, and/or photographs. The NAC will also work to generate public awareness and appreciation for each work of art through press releases, social media, and other appropriate channels. The NAC will also collaborate with City Staff regarding care and maintenance of each work of art.

Under the terms of the Services Agreement, the City of Norman will fund public art installed at or as a part of Norman Forward sales tax funded projects up to 1% of construction costs for: Central Library, East Library, Indoor Multi-Sports Complex Facility, Indoor Aquatic Center, Westwood Recreational Complex, Ruby Grant Park, Andrews Park, Saxon Park, Reaves Park, and Griffin Park. These costs (the "Norman Forward Public Arts Fund" or "NFPAF"), aggregated together, are estimated to be \$1.2 million.

Of the NFPAF, at least 90% shall be allocated to: art selection, artist fees, fabrication, installation, and maintenance. The remaining amount, up to 10% of the total NFPAF, shall be paid to NAC as an administrative fee. As projects come forward, the City will make the administrative fee available to NAC. The NAC will submit quarterly reports detailing the progress made including funds received and expended.

The Services Agreement is for an initial one year term and will renew automatically for subsequent one year terms so long as Norman Forward revenues remain for the purchase and installation of public art.

DISCUSSION: The second project has reached the point in the process where it is necessary for Council to consider a contract with the selected artist. This artist, James K. Johnson, has been selected by the Selection Panel to create a piece of sculpture to be installed at the East Library Project. The permanent location for the work is proposed to be in a grassy area on the west side of the East Branch Library in Norman, Oklahoma. A map is attached showing the proposed location of the sculpture.

This proposed Contract is similar to previous contracts approved by Council for public art, most recently the contract to install the sculpture at the Westwood Complex. Under the terms of the Contract, the artist will design, execute, fabricate, transport, install and document the sculpture. The artist shall perform all services and furnish all supplies, materials and equipment necessary for the design, execution, fabrication, transportation and installation of the sculpture. In addition, The Artist shall be responsible for the delivery, setting and secure installation of the Work at the prepared site. The Artist shall be responsible for ensuring the base design is engineered appropriately to support the completed Work in a safe and secure manner and shall provide the Owner with documentation confirming approval by an engineer registered in the State of Oklahoma. Artist shall also be required to obtain a building permit and an electrical permit from the City of Norman.

The sculpture is proposed to be completed and installed no later than May 25, 2018. In addition, prior to implementing any changes to the sculpture, the Artist is required to obtain approval from the City of Norman. The total cost of the sculpture is \$30,000. That cost will be paid over two payments: \$15,000 upon delivery of a signed contract and \$15,000 upon final acceptance by the City of Norman.

Final acceptance will be determined solely by the City of Norman. The City of Norman retains the right to subsequently remove the work if it presents a safety hazard or cannot be reasonably restored to its original structural or aesthetic integrity.

As an independent contractor, the artist is responsible for any Worker's Compensation insurance and employee liability insurance that may be necessary while the work is being made, transported, or installed. Proof of insurance is required prior to beginning any work. The artist agrees to defend, indemnify and hold harmless the City of Norman, its agents and employees, from and against legal liability for all claims, losses, damages and expenses to extent they are caused by the Artist, its agents and employees. The artist will indemnify the City of Norman, Oklahoma up to one hundred twenty-five thousand dollars (\$125,000). All rights under the Copyrights Act of 1976 and the Visual Artists Rights Act of 1990 are applicable to this contract.

In addition, after the piece is installed, the City of Norman agrees not to alter, modify, change, destroy, or damage the piece without attempting to consult the artist first. However, the City of Norman may remove the piece if it becomes a safety hazard due to a deterioration in its condition.

Norman Forward Public Arts Project, Construction (account 051-9500-452.61-01; project NFP100) has adequate funds available to cover the award of this contract.

RECOMMENDATION: Based upon the above and foregoing discussion, it is the staff recommendation that Council approve and sign the attached contract, K-1718-46, if Council wishes to have Mr. Johnson's sculpture fabricated and installed at the East Branch Library site.