



## DEPARTMENT OF COMMUNITY DEVELOPMENT SERVICES

*Economic Development Division*

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

**TO:** Laurel Lunt Prussing, Mayor

**FROM:** Elizabeth H. Tyler, FAICP, Director, Community Development Services

**DATE:** September 22, 2011

**SUBJECT:** **A Resolution Authorizing and Approving an Agreement with Jack Mackie for Public Art Design Services for the Boneyard Creek Beautification Project**

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### **Introduction and Background**

City staff and the Boneyard Creek subcommittee of the Public Arts Commission have worked with Foth Consultants and Wenk Associates on plans to incorporate public art into the Boneyard Creek Beautification Project, which will create a pedestrian-friendly urban park in the downtown section of Boneyard Creek. Using a Request for Qualifications (RFQ) process, the Public Arts Commission has chosen Jack Mackie as the artist to work with the Design team on this project. City Community Development, Public Works, and Legal staff have worked together to create an agreement for Mr. Mackie's Public Art Design Services. Attached (Exhibit A) is a Resolution Authorizing and Approving an Agreement with Jack Mackie for Public Art Design Services for the Boneyard Creek Beautification Project.

Following a public meeting on March 15, 2011 to solicit input on public art elements to be included in the project, the subcommittee identified several overall themes: the natural environment, local materials and representing the community in Urbana. The subcommittee and City staff worked to draft a Request for Qualifications or RFQ (Exhibit B) by incorporating this feedback, as well as reviewing several Calls for Artists from other cities. The Public Arts Commission approved using the RFQ process at their April 12, 2011 meeting, and the call was released on May 10, 2011. Applicants were directed to submit a cover sheet form, letter of interest, resume, up to ten digital images of previous work, and an image identification sheet. The RFQ outlined the following Program goals for the project:

- Promote visible, outdoor activity in downtown.
- Integrate public art into the urban 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 RFQ also identified the following criteria for artist selection:

- Demonstration of artistic quality in past work, particularly relating to public art. This includes issues of durability, fabrication, and environmental factors. In this project in particular public art must withstand occasional inundation by flood waters.
- Experience, success, and/or interest in creating public artworks in consultation and collaboration with teams of City staff, design and infrastructure consultants, and engineers.
- Consideration and ability to accomplish Program Goals.

Thirty-nine applications from all over the country were received by the due date of June 21. Exhibit C contains statistics on the applications received. Due to the high volume of qualified applicants, City staff created a top 16 list to expedite the review process for those on the selection committee, though all 39 applications were available for the panel to review. The panel included City staff and engineers, representatives from Foth and Wenk, the subcommittee, and local sculptor Christiane Martens. The selection panel met on July 8, 2011 and considered each of the applicants according to ability to meet the criteria and program goals laid out in the RFQ. Following four hours of deliberation, the panel chose three finalists to invite to Urbana for an interview. All three finalists accepted the invitation, but two interviews were conducted via Skype as these candidates were unable to come in person. Interviews were held on July 27 and 28, 2011, with final deliberations by the panel after all interviews were completed. While all of the three finalists were highly qualified, the panel was unanimous in its recommendation of Jack Mackie as the artist to work on the Boneyard Creek Beautification Project. The Public Arts Commission approved this recommendation during their August 9, 2011 meeting.

## **Discussion**

Jack Mackie met and exceeded the criteria established in the RFQ for the Boneyard Creek Beautification Project. Mr. Mackie's many public art projects show a high level of artistic quality, as well as particular consideration of environmental factors and sustainability issues. Two of his projects, King Street Center Plaza in Seattle, WA and Ross' Landing in Chattanooga, TN (Exhibit D), respectively emphasize creating a natural environment within urban space and expressing local histories, both identified by the public as priorities for public art in the Boneyard project. Mr. Mackie's experience includes working in the field of public art in myriad ways for over 20 years, as an artist, designer, arts planner, fabricator, and advocate. He has also served on several boards and selection committees, including as chair of the Seattle Arts Commission Public Art Program. In his interview he showed a high level of consideration for and ability to accomplish the project's Program Goals, and agreed with the panel that the project would be a high profile showcase project for Urbana. Along with the work samples in Exhibit D, Mr. Mackie's other application materials, such as his letter of interest (Exhibit E) and resume (Exhibit F) have also been included in the packet.

The agreement outlines the scope of Mr. Mackie’s design services, including deliverables, schedule of performance, schedule of compensation, role and responsibilities for working with the Design Team of Foth, Wenk, and City staff; and process of design approval. It is important to note that the agreement found in this resolution serves only to contract Mr. Mackie on Public Art Design services during the Design Phase of the project. A separate agreement for fabrication and installation of artwork with the artist may be pursued following approval of public art designs however the City is not obligated to do so. 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. As the design team is moving quickly to stay on the project schedule for final design and construction, the agreement with Mr. Mackie should be finalized so that public art designs may also proceed according schedule.

### **Fiscal Impact**

The costs of the Design Services outlined in this contract are included in the project budget for the Boneyard Creek Beautification Project, which is funded wholly through TIF 2 funds. The inclusion of public art in this project reflects the City’s ongoing commitment to the role of the arts in beautification efforts throughout Urbana.

### **Options**

1. Forward the agreement to City Council with a recommendation for approval.
2. Do not forward the ordinance to City Council.

### **Recommendation**

Staff recommends that the City Council approve the attached agreement with Jack Mackie.

Prepared by:

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Christina McClelland, Public Arts Coordinator

Attachments: Exhibit A: A Resolution Authorizing and Approving an Agreement with Jack Mackie for Public Art Design Services

Exhibit B: Boneyard Request for Qualifications

Exhibit C: Boneyard RFQ Applicant Statistics

Exhibit D: Jack Mackie Selected Work Samples

Exhibit E: Jack Mackie Letter of Interest

Exhibit F: Jack Mackie Resume

RESOLUTION NO. 2011-09-031R

A RESOLUTION AUTHORIZING AND APPROVING AN AGREEMENT WITH JACK MACKIE FOR PUBLIC ART DESIGN SERVICES

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF URBANA, ILLINOIS, as follows:

Section 1. That an Agreement Between the City of Urbana and Jack Mackie in substantially the form of the copy of said Agreement attached hereto, be and the same is hereby approved.

Section 2. That the Mayor of the City of Urbana, Illinois, be and the same is hereby authorized to execute and deliver and the City Clerk of the City of Urbana, Illinois, be and the same is authorized to attest to said execution of said Agreement as so authorized and approved for and on behalf of the City of Urbana, Illinois.

PASSED by the City Council this \_\_\_\_ day of \_\_\_\_\_, 2011.

AYES:

NAYS:

ABSTAINS:

\_\_\_\_\_  
Phyllis Clark, City Clerk

APPROVED by the Mayor this \_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
Laurel Lunt Prussing, Mayor

Attachments: Exhibit A: Agreement for Public Art Design Services between the City of Urbana and Jack Mackie

## ***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 10 day of ~~September~~ September 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 **Jack Mackie** (hereinafter the "Artist") whose principal office is located at 700 NW 42nd St #217, Seattle WA 98107-4507.

### **WITNESSETH:**

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

**WHEREAS**, in addition, the City has spent considerable time and funds in an effort to beautify the downtown area and established a Public Arts Program by Ordinance No. 2008-03-013; and

**WHEREAS**, the City is developing the **Boneyard Creek Improvements Project** ("Project") located between **Broadway Avenue and Griggs Street in Downtown Urbana**("Site"); 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 the 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 contract Artist to fully develop the design of the 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, City's Design Team, or pursuant to those circumstances set out in Section 20 of this Agreement. Extensions of time shall comply with the requirements of Section 17 of this Agreement.

**4. Compensation.** The City agrees to pay Artist \$12,000 plus expenses for the Design. The payment schedule is set forth in Exhibit B, which is hereby incorporated by reference into this Agreement.

**5. Reimbursable Expenses.** The City will reimburse Artist for all reasonable expenses incurred in the performance of this Agreement. Reimbursable expenses shall be invoiced by Artist and shall include supporting documentation. These expenses include travel, lodging, food, materials, printing costs, postage and delivery costs. Artist agrees that the total fees, plus expenses, shall not exceed \$5,000 unless Artist obtains specific advance approval from the City in writing.

**6. Invoicing.** Invoices for Services and Reimbursable Expenses shall be submitted to: Public Arts Coordinator, Community Development Services, City of Urbana, 400 S Vine St, Urbana, IL. Payment as set forth under this Agreement will be made payable to Artist and will be remitted by check to the address indicated in Section 25 below "Notices." Progress payments will be made to the Artist for work satisfactorily completed in accordance with the payment schedule established in Exhibit B. No payment request made shall exceed the estimated maximum total amount and value of the total work and services to be performed by the Artist under this Agreement for that phase or additional service without the prior authorization of the City. Upon receipt of a properly invoiced payment request, the City shall pay the amount due within 30 days of receipt of the invoice. In the event of termination by City upon the completion of any phase of the Public Art Design Services, progress payments due to Artist for services rendered through such phase shall constitute total payment for such services. In the event of such termination by City during any phase of the Public Art Design Services, Artist also will be reimbursed for any incurred expenses, and paid for services rendered during that phase. In the event of any such termination, Artist will be paid for all unpaid additional services and unpaid reimbursable expenses.

## **7. Additional Services**

- a. City requested Additional Services: The Artist may be required to provide "Additional Services" under the terms and conditions of this Agreement, if the parties agree in writing to the scope of services and the amount and method of compensation before the Additional Services are performed. Submittal of a proposal and acceptance by the City in the form of a letter of written authorization from the City Director of Public Works shall constitute an amendment to this Agreement and the Additional Services performed shall be

subject to the terms and conditions of this Agreement as amended by those documents. The City shall execute an Additional Services supplement summarizing the changes to contract terms and provide a copy to the Artist. Additional Services may include but are not limited to:

- i. Making revisions in designs, drawings, specifications or other documents when such revisions are due to causes not within the control of the Artist or the Artist's employees, agents or contractors.
  - ii. Other related and appropriate Additional Services as authorized by the City and required to accomplish the Services described in Section 1.
- b. Artist proposed Additional Services: The parties recognize that production of the Project may require some minor changes in the Services. However, if the Artist proposes significant changes in the Services, the City must approve the changes in advance and in writing. Should the City propose Additional Services that the Artist does not agree to, the Artist is not obligated to assume said Additional Services. City may then acquire Services as necessary from other parties.

**8. 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.

#### **9. Design Approval Process.**

- a. **Schematic Design.** Within 5 working days after Artist submits to the City the design materials describing the Design in detail (the "Schematic Design") as defined in Exhibit A, the City shall notify Artist in writing whether it approves or disapproves of the Schematic Design. The City may reject the Schematic Design, approve it outright, or approve it with conditions. The City shall notify Artist in writing of any revisions to the Schematic Design necessary for approval. In this event, Artist shall provide a revised Schematic Design within 10 working days after the City has notified Artist of the necessary revisions.
- b. **Construction Documents.** Upon approval of the Schematic Design, Artist shall create a complete and accurate presentation of the Design sufficient for



fabrication and/or installation (the "Construction Documents") pursuant to the parameters set out in Exhibit A. The City shall notify Artist in writing if any revisions to the Construction Documents are necessary for approval. In this event, Artist shall provide revised Construction Documents within 10 working days after the City has notified Artist of the necessary revisions.

- c. **Commission.** If the City wishes to proceed with fabrication and/or installation of the Design, subject to approval by the **Public Arts Commission and the Urbana City Council** pursuant to Section 10 below, the parties shall enter into a separate agreement for the commission of the Artwork.
- d. **Rejection.** If the City has made the final payment to the Artist as required under paragraph 4 herein, but the City does not enter into the agreement contemplated in Section 1(d) of Exhibit A with the Artist, the city may nevertheless fabricate and install the improvements in accordance with the final design but may not aesthetically alter or materially modify any portion of the final design without the written permission of the Artist.

**10. Further Approvals.** In the event that further approvals or reviews are necessary for the City to select Artist's Design for commission, Artist, as part of this Agreement and for no further compensation except for Reimbursable Expenses, shall prepare the necessary materials for and be available to personally present the same to the appropriate body/bodies for approval to proceed with the commission of the Artwork. The City will limit further approvals and reviews by City to one (1) per review period unless deemed necessary by failure or omission by Artist. The City will give Artist no fewer than 10 working days notice of the scope of materials needed and time and location of the meeting. The City will provide due diligence in organizing approval and review procedures to assure that all review and approval parties are included in a timely manner.

**11. Intellectual Property.** Artist retains all copyrights and other intellectual property interests in the Design and in any plans, drawings, renderings, schematics, design studies and models and the like prepared by 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.

**12. 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.

**13. 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.

**14. Alterations of Site or Removal of Artwork:** The parties anticipate that if the design is approved the City for construction, the works of art shall be incorporated into the structure. Since the structure shall be part of the city right of way infrastructure, it must be clear that the City retains full rights to modify and /or remove all or any portion of the works of art incorporated in the improvement. Therefore it is agreed as follows: After the City determines to move forward and construct the **Boneyard Creek Beautification Project**, the City shall notify the Artist in writing of any plan to alter the improvement in a manner that entails the modification or removal of any portion of the works of art.

- 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 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. In the event of changes in building codes or zoning laws or regulations that cause the Artwork to be in conflict with such codes, laws or regulations, the City may authorize the removal or relocation of the Artwork without the Artist's prior permission. In the alternative, the City may commission the Artist by a separate agreement to make any necessary changes to the Artwork to render it in conformity with such codes, laws or regulations.

- d. 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.
- e. 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.

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

**16. 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.

**17. 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.

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

**19. 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.

**20. 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.

**21. 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.

**22. 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.

**23. 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.

**24. 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.

**25. 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.

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

For Artist: Jack Mackie  
700 NW 42nd St #217  
Seattle, WA 98107-4507

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.

**27. 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.

**27. Attorney Fees and Costs.** There will be no recovery of fees or costs for mediation. The prevailing party in any court action or proceeding shall be entitled to receive from the other party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in connection with such action or proceeding.

**28. 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.

**29. 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.

**30. 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

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

**ARTIST**

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

ARTIST

Date: SEPT 16, 2011

**ATTEST:**

\_\_\_\_\_

CITY CLERK

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

**ATTACHMENTS:**

EXHIBIT A: DESIGN SERVICES & DELIVERABLES

EXHIBIT B: PAYMENT SCHEDULE

EXHIBIT C: INSURANCE

EXHIBIT D: PROJECT SCHEDULE

## 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 Design Team City representatives and Project personnel to gather information, share ideas and identify themes or concepts for the for the **Boneyard Creek Beautification 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"). A more particular description of the Services is attached hereto as Exhibit "A" and incorporated herein.
  - b. **Approval.** The Work must be approved by the **Urbana Public Arts Commission and the Urbana City Council**. 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 integrated into the Project construction documents and/or developed as stand-alone artworks.
    - i. The Artist may propose artworks that
      1. Will be fully integrated into the Construction Documents
      2. Partially integrated into Construction Documents and partially fabricated by the Artist
      3. Fabricated and installed entirely by the Artist.
    - ii. 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.
    - iii. Artworks incorporated into Project construction documents will be engineered and cost estimated through the design team. 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. **Construction Document Final Development.** The Artist will collaborate with the City Design Team to develop and integrate the Artist's ideas into the Project and will provide the information necessary for inclusion of art-related elements in the Construction Bid documents for selection of a General Contractor for the Project.
- i. All artworks expected to be completed by the General Contractor will be clearly listed and identified in written format.
  - ii. In collaboration with the City Design Team, the Artist will determine what elements of the Artist's work will be included in the Construction Documents and fabricated by the General Contractor; what elements will be fabricated by the Artist and installed by the General Contractor; and what elements the Artist will fabricate and install. Such work may be implemented under a separate contract as required.
  - iii. The Construction Documents, generated by the City's Design Team will depict the integration of the artwork, including the site, scale, materials and finishes of those elements provided through construction credits, base building components and/or percent-for-art funding and fabricated by the General Contractor. Detailed drawing(s) of the artwork elements to be fabricated and included in the Construction Documents may be required and the Artist shall be expected to generate the necessary renderings and/or provide information to the City Design Team for incorporation into its drawings and specifications.
  - iv. Elements fabricated by the Artist and installed by the General Contractor will require documentation defining responsibilities of the Artist and the General Contractor. Elements fabricated and installed by the Artist will be noted in Construction Documents as required for Project coordination. The Artist will provide all design documentation required for Artist's elements to be included in the Project Construction Documents by November 7, 2011, in conformance with Exhibit D: Project Schedule, which will be attached hereto and incorporated herein.
  - v. The Artist will work in partnership with the City Design Team to provide information regarding technical specifications, construction/fabrication methods, thickness and gauge of materials to be used in the creation of the artwork, mounting techniques and requirements.
  - vi. The Artist will be expected to modify the design and/or construction of the artwork based on the City Design Team's requirements if necessary. The Artist is not responsible for payment of engineering fees for those elements included in the Construction Bid documents.



- vii. If an engineering review is required for elements fabricated or subcontracted by the Artist, the Artist shall be responsible for securing independent engineering reviews and paying for those reviews.
- viii. The Artist shall submit a final budget providing costs for the artwork elements fabricated and installed by the Artist. Such costs will be lump sum and not-to-exceed.
- ix. The Artist shall submit any additional technical drawings (for elements not already documented in the Construction Documents) that show materials, estimated weight loads, fabrication methods, mounting attachments and stamped Illinois engineering reviews if applicable.

d. **Implementation of Designs.** Upon agreement of the parties, a separate agreement 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. **Phase I Preliminary Project Briefing:** The Artist will provide in written format a listing of project documents reviewed; summary of meetings with city and/or project personnel, community members and stakeholders, issues discussed, concerns and considerations raised, site constraints, engineering requirements, issues associated with adjacent properties, direction contemplated, and actions to be taken; and, a listing of sites visited relevant to the Project and insights/observations taken.

Phase I Preliminary Project Briefing shall take place September 14-16, with deliverables submitted to the City by Sept 20, 2011.

2. **Phase II Research & Concept Design:** Research - The Artist will provide drawings, photographs, or other research materials ascertained by the Artist as relevant to Project understanding, idea, possible design focus or objective. Concept Design - The Artist will provide initial concepts, premises, themes, site selections and preliminary material considerations as products of this Phase. Such Concept Design(s) will be presented in reproducible format best suited to convey the concepts i.e. drawings, manipulated photographs, etc.

Phase II Research & Concept Design shall take place September 21-October 14, with deliverables submitted to the City by October 14, 2011.

3. **Schematic Design:** The Artist will provide and submit drawings, and/or other documents as are necessary to describe the character and scope of the design(s) as to site, location, and appearance. Schematic Design(s) shall specify preliminary materials; preliminary dimensions; and proposed fabrication/installation methods.

- a. The Artist will provide a brief written narrative of the Schematic Design.
- b. In a written document the Artist will provide preliminary consideration of which components of the Artist's designs will be 1) included in Construction Documents for fabrication by the General Contractor, 2) fabricated by the Artist and installed by the General Contractor; and/or 3) fabricated and installed by the Artist.
- c. The Artist shall investigate costs and in collaboration with the design team and project personnel prepare preliminary cost estimates related to the fabrication and installation of the Schematic Design(s).
- d. 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.
- e. The City may also request or require revisions for other practical non-aesthetic reasons.

Schematic Design Phase shall take place between October 14-28, and be completed and submitted to the City by October 28, 2011 with an in-person review.

4. **Design Development:** Design Development - The Artist will proceed with Design Development upon approval of the Schematic Design. The Artist shall provide and submit:
  - a. drawing(s) to accurately represent the character, scope, and nature of the Work;
  - b. material samples;
  - c. dimensioned drawings in plan, elevation, section, and detail as required to accurately document the design or elements for fabrication by the Artist or by others;
  - d. accurate definition of fabrication and installation techniques and procedures; and
  - e. a working estimate of construction costs. Cost estimating, engineering, fabrication and installation methods will be determined in collaboration with the design team and project personnel.
  - f. A specific schedule and listing of deliverables for Final Design shall be defined by the City, the Artist, and design team and agreed to and made a part to this Agreement upon acceptance by the City of the Design Development submittal.
  - g. The Artist will provide presentation quality drawings of the proposed Work as determined necessary by and agreed to with the City.
  - h. Should the City require a presentation quality model or maquette of the Work a fair price for such work shall be agreed to by the parties to this Agreement and changes shall be made to this Agreement as appropriate.

Design Development Phase shall be submitted to the City by November 11, 2011.

5. **Final Design:** Upon approval of the Design Development by the City, the Artist will be directed to proceed with Final Design. The Artist shall provide Final Design project documentation in dimensioned drawings, specifications and all other information that is necessary for the Work to be accurately coordinated with the Project and constructed and installed by the Artist or by another party (i.e. General Contractor); a final and accurate Project budget; a payment schedule for fabrication and installation of the Work if all or any portion of the Work is fabricated or installed by the Artist; a final work schedule for completion and installation of the Work if by the Artist; and a Construction Administration/Oversight fee and costs payment schedule if applicable. Artwork maintenance requirements shall be provided and agreed to by the City and the Artist prior to fabrication and installation of the Work.
  - a. Note: 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).

Final Design Phase shall be completed by December 2, 2011.

## **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 Twelve Thousand and No/100 Dollars (\$12,000.00) ("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.
- 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. Two Thousand and No/100 Dollars (\$2,000.00) following the City's approval and execution of this Agreement, for Phase I Preliminary Project Briefing with Project team members, collection and review of Project documents, site studies and design team project concepts prepared to date ("First Payment");
- b. Two Thousand and No/100 Dollars (\$2,000.00) upon completion of Phase II Research & Concept Design ("Second Payment");
- c. Four Thousand and No/100 Dollars (\$4,000.00) upon submittal of Schematic Design ("Third Payment");
- d. Four Thousand and No/100 Dollars (\$4,000.00) upon completion Design Development and submittal of Final Design ("Final Payment");

### **3. Reimbursement of Expenses.** In addition, upon receipt of proper documentation submitted with Contractor's invoice, the City will reimburse the Artist's actual expenditures for travel, lodging, meals, and other expenses related to the performance of Services, which amount includes any applicable gross receipts taxes up to and not to exceed Five Thousand and No/100 Dollars (\$5,000.00).

- a. The payments which are described in this Section include any applicable gross receipts taxes and will be paid to the Artist after the City receives acceptable invoices for payment including documentation of costs incurred as required by the budgetary and fiscal guidelines of the City, and upon the condition that the Artist has performed the Services to the satisfaction of the City.
- b. Artist will Invoice for Expenses on a monthly basis, receipts provided. City agrees to pay invoices that meet City requirements within 60 days of Invoice date.

## 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.

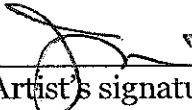
iii. Workers' Compensation:

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)

JACK MACKIE  
\_\_\_\_\_  
(Print Artist's name)

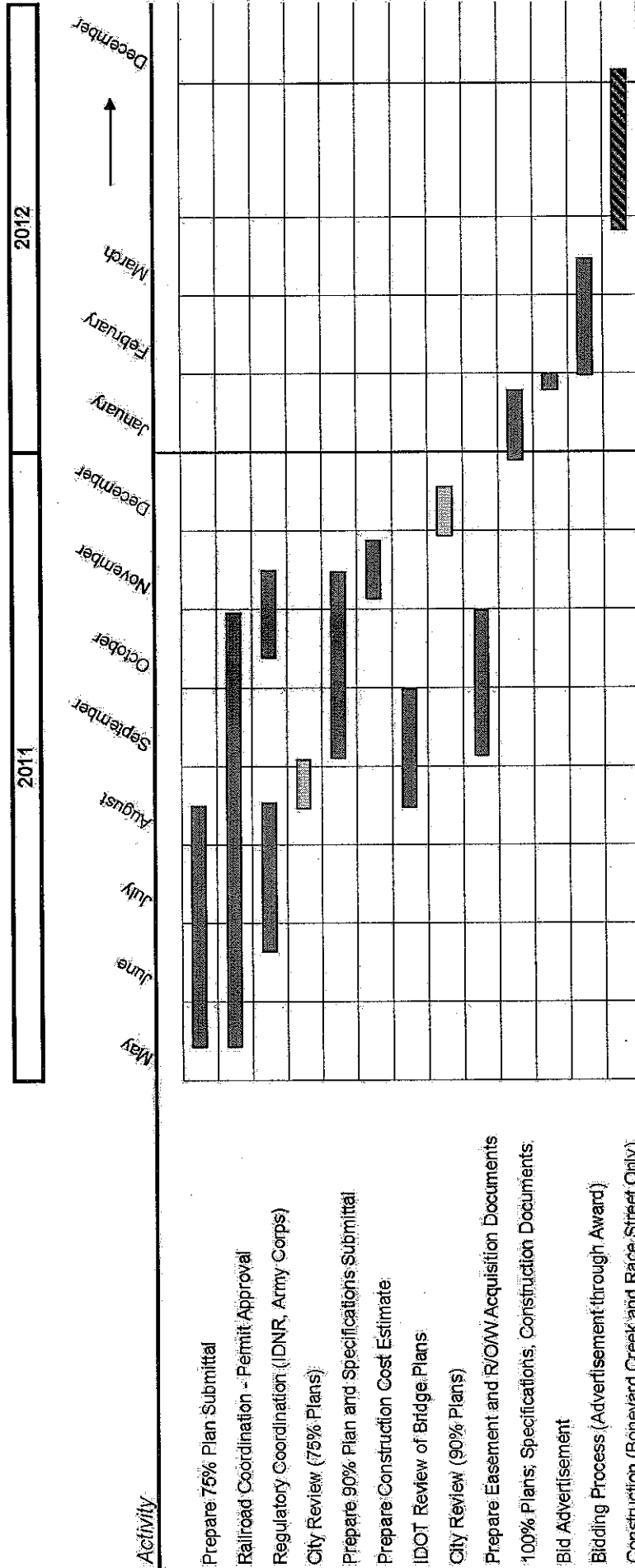
v. Insurance Not A Limitation. The insurance coverage and requirements contained in this Section shall not be construed to be a limitation of liability for the Artist.

# EXHIBIT D

## PROJECT SCHEDULE

### BONEYARD CREEK SEGMENT 3

#### PRELIMINARY SCHEDULE: FINAL DESIGN AND CONSTRUCTION





## DEPARTMENT OF COMMUNITY DEVELOPMENT SERVICES

*Economic Development Division*

Urbana Public Arts Program: Boneyard Beautification Project

# Request for Qualifications: Boneyard Creek Beautification Project

## Overview

The City of Urbana and the Urbana Public Arts Commission seek to commission an artist or artist team to assist with the design and development of public art as part of the Boneyard Creek Beautification Project, a City project that will create a pedestrian-friendly urban park in Downtown Urbana. The chosen artist/artist team will work with a team of City staff, engineers, and landscape architects to develop public art elements that incorporate the following overall themes: the natural environment, local materials and representations of the diverse community in Urbana. Projects may include, but are not limited to the following categories: artistic railings, lighting, interactive sculpture in the park areas, and wall art/wall treatments for retaining walls. The Boneyard Creek is a floodway zone, so public art elements installed must be durable and able to withstand occasional inundation by flood waters.

## Program Goals

- Promote visible, outdoor activity in downtown
- Integrate public art into the urban 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

The Boneyard Creek is the primary waterway (5,311 acre watershed) that runs through the cities of Urbana and Champaign, and the University of Illinois campus. The creek eventually feeds into the Saline Branch drainage ditch north of Downtown Urbana. Within the urbanized area, the Boneyard Creek has historically been covered or confined to a narrower sheet piled section to accommodate development. The City of Urbana sees potential to turn the Boneyard Creek into an amenity for the downtown environment and began a Master Plan process in 2006. The Master Plan focuses on the portion of the Boneyard Creek that runs through downtown Urbana, specifically between Main Street and University Avenue (see 30% drawings). The Boneyard Creek cross-section is open along this corridor, however, it presently does not take advantage of the creek as an amenity or to relate to adjacent uses and pedestrian connections.

The Boneyard Creek Improvement Project will implement the recommendations of the Master Plan for Creek Segment 3 from Griggs Street to Broadway Avenue.

**Key project features include:** the reconstruction of the Race Street bridge, removal of the sheet pile channel walls between Griggs and Race Streets, creation of public gathering spaces, a pedestrian/bicycle pathway, accent lighting, Race Street and Broadway Avenue streetscape, access to creek, and restoration of the historic trestle bridge. More information on the project can be found at: <http://urbanaininois.us/projects/boneyard-creek-improvements-project>.



## Budget

Total budget for the project is anticipated to be approximately \$25,000 to \$30,000, based on the estimated capital construction budget for the project. This may fund one or multiple projects by one artist or one or multiple projects by multiple artists. 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).

## Timeline:

- RFQ Released: May 10, 2011
- Applications Deadline: 5:00 PM, Tuesday, June 21, 2011
- Selection Panel Review: July 5 - 6, 2011
- Approval by Urbana Public Arts Commission: July 12, 2011
- Artist(s) Notification: July 2011
- Contract Preparation and Finalization: July 2011
- Artist(s) work with City staff and consultants to develop project: August 2011- Fall 2012
- Completion and installation of project: Spring 2013 - Spring 2014

## To Apply

Applications must be received by **5:00 PM CST on June 21, 2011.**

**Mail or hand deliver applications to:** Boneyard Creek Beautification 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:**

- 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 in consultation and collaboration with teams of City staff, design and infrastructure consultants, and engineers.
- 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, project consultants, 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 their 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 June 21, 2011. 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: Boneyard Creek Improvement Plan 30% Drawings**

Boneyard Beautification RFQ Application Statistics

<b>Total Applicants</b>	<b>39</b>	
1 Urbana	3	8%
1 Champaign	2	5%
1 Danville	1	3%
<b>1 TOTAL C-U Area</b>	<b>6</b>	<b>15%</b>

**By State**

1 IL	8	21%
1 CA	5	13%
1 FL	3	8%
1 IN	2	5%
1 NJ	2	5%
1 CO	2	5%
1 NC	2	5%
1 WA	2	5%
1 MI	1	3%
1 OH	1	3%
1 MA	1	3%
1 WI	1	3%
1 AL	1	3%
1 AZ	1	3%
1 NY	1	3%
1 PA	1	3%
1 CT	1	3%
1 VA	1	3%
1 MN	1	3%
1 TX	1	3%
<b>1 TOTAL Midwest (IL, IN, MI, OH, WI, MN)</b>	<b>14</b>	<b>36%</b>
1 Other states	24	62%

## Jack Mackie Selected Work Samples



**King Street Center Plaza**, Seattle, WA 1999, Wright Rundstad & Company, King County Department of Natural Resources, & King County Public Art Program. In collaboration with NBBJ Architecture & Hewitt Architects. Plaza design is artist-led and provides an urban oasis for people who work in the King Street Center building, neighborhood residents, and passersby. Sited on an active seismic fault-line, the 1,000 square foot plaza offers users an inviting place to pass through or a place to linger. All plant materials are drought tolerant with irrigation supplemented by rainwater collected on site. Project awarded the Associated General Contractors Excellence in Construction Award, 1999.

**Left Image:** Top - Plaza plan view from 6th floor building roof terrace, Bottom – Plaza cast-in-place quilted formliner retaining wall and barrier fence.

**Right Image:** Interior garden with tilted tumbled Incense Cedar planters, terrazzo finish; formed & found seatings / perches.



**Taylor Street Pedestrian Mall, Sidewalk Mosaics, & Bio-swales**, City of Phoenix, AZ, Arizona State University, 2008. In collaboration with TenEyck Landscape Architects. Design provides optimum shading; capture of rain-water channeled from streets, sidewalks, and new buildings roof catchments into bench cisterns and sidewalk / street planting bio-swales; and offers numerous seatings and sidewalk curiosities in the form of sidewalk mosaics. Mosaics incorporate salvaged brick, granite, metals, and concrete from demolition of site buildings and sidewalks. The word *Water* is represented in mosaics in the languages that are spoken on *Latitude 33° 27' 12.44"* around the world - the exact Latitude of Taylor St in Phoenix.

**Left Image:** Taylor St site-view **Right Image:** Mosaic details of words for *Water* **Next page:** Taylor Street bio-swales. Three blocks, downtown Phoenix.





**Taylor Street Pedestrian Mall, Sidewalk Mosaics, & Bio-swales (continued)**

Taylor Street bio-swales. Three blocks, downtown Phoenix.



**Ross' Landing Plaza and Park at the Tennessee Aquarium, City of Chattanooga, Tennessee, 1992**

In collaboration with SITE Architects; Stan Townsend, artist; Robert Seals, Architect; and EDAW Landscape Architects. The artist served as primary designer of all hardscape surfaces for the plaza/park and collaborated with the design team on the lifted landscapes, water features and green-scape.

**Left Image: Top** - Site View of Entry Plaza at the Tennessee Aquarium, **Bottom** - Lifted Landscape, buckled water source.

**Top Right Image:** Buckled paving water source, dropped paving play area;

**Bottom Right Image:** "Chattanooga Choo-Choo" paver – railroad rail, etched granite with sheet music, Regional historic Tree Quilt Pattern pavers

To the Selection Committee, Boneyard Creek Beautification Public Art Project:

Please accept the enclosed materials as my application for the Boneyard Creek Beautification Public Art Project. It is my firm belief that my work as a public artist will assist the City in achieving its goals of realizing this stretch of Boneyard Creek as an imaginative, unique, and vibrant park for Urbana. My interest in your project stems from my ongoing commitment to building better cities; to reinforcing pedestrianism as a primary policy tool for achieving lively, safe, sustainable, and healthy cities; and to meeting the expectations of infrastructure floodplain management by exceeding functional requirements to building an informative civic resource. As the project public artist, my efforts will work in harmony with the City's ambitions of promoting outdoor activities, improving the city streetscape, investing in the region's multicultural resources, and enriching the larger cultural life of Urbana.

Many of my previous civic projects have prepared me for your project. Two of these are Seattle's King Street Center Plaza, and Taylor Street in Phoenix. One is a passive urban park, the other a heavily pedestrian-active university campus. While seemingly programmatic opposites, both share common goals and employ the same tools to achieve these - that are shared again with Boneyard Creek. Each project provides respite from the urban pace; each provides plentiful seating - including numerous *seating choices*; each offers dwell places; shade is abundantly provided as is exposure to sunlight; lighting is a vital component - not lamp wattage, rather the *quality of light* - reflected, refracted, filtered or dappled; curiosities - those human-dimensioned elements informed by indigenous cultures, flora and fauna - provide place-knowledge and create place-user conversation points; and vital infrastructure needs that serve as devices for creative opportunity. In the King Street Plaza, the obvious infrastructure, the security fence, is transformed into a place-defining asset while meeting all the Code defined requirements. In Taylor Street, rainwater harvesting occurs through street/sidewalk bio-swales with roof rainwater and HVAC-drip collected into and dispersed through a series of bench-cisterns. Not so obvious in King Street is the roof rainwater collection system that feeds the plaza plantings, all indigenous and draught tolerant.

It is these tools of urban design that I will use as instruments for public art in the Boneyard Creek Beautification Project. To determine exactly how these tools are employed in the park matrix I will dedicate substantial time to being on the ground in Urbana for essential research and work with the project design team. I will study the Creek Master Plan and meet with city personnel to gain a thorough understanding of shared visions and to become conversant with project status, processes, and schedule. I am not a collaborator by e-mail or conference call, although I do make use of these for efficient utilization of resources. By investing in the art of making places public, my intention is to become an integral team member and to support a collaborative design process with focus on bringing the best possible ideas to Urbana.

Thank you for your considerations,  
Jack Mackie

## **JACK MACKIE**

700 NW 42<sup>nd</sup> Street #217  
Seattle, Washington 98107-4507  
206.728.7950 w / 206.550.1493 c  
j-m@qwestoffice.net

### **Recognitions & Awards**

*Master Plan of the Year*, Arizona State American Planning Association, 2009.  
*First Place Transportation Engineering Excellence*, ACEC New Mexico Chapter, 2006.  
*Project of the Year*, New Mexico Society of Professional Engineers Albuquerque Chapter, 2006.  
*Special Projects Honor Award*, National Terrazzo & Mosaic Association, 2004.  
Washington State Governor's Arts Award, 1999.  
*Excellence in Construction Award*, Associated General Contractors, 1999.

### **SELECTED DESIGN TEAM / COMMISSION PROJECTS**

Broadway Avenue Bridge Everett, Washington November 2011  
Design team artist with MAKERS Architecture, focus directed to railing and security fence requirements.

Puget Sound Energy - Ardmore Electrical Transmission Sub-station, Bellevue, Washington September 2011  
Design team artist with emphasis directed to security fencing, gates, and landscape elements.

The Tide Light Rail, Hampton Roads Transit & Norfolk Arts Commission, Norfolk, Virginia April 2011  
Commissioned artist for station platform pavings.

East Lancaster Boulevard: Fort Worth, Texas 2010  
Design team artist for the 7.3-mile East Lancaster Rapid Bus Project stations and transfer center.

Taylor Streetscape: Phoenix, Arizona 2008.  
Design team artist with TenEyck Landscape Architects for the City of Phoenix for the new Downtown Arizona State University campus.

Downtown Transit Center: Nashville, Tennessee 2006.  
Design team artist for Metropolitan Nashville Transit Agency for the \$3.5M central transit station with TranSystems Engineering and Patti Banks Landscape Architects.

Demonbreun Street Bridge: Nashville, Tennessee 2006.  
Design team artist for Nashville Public Works on one of three connector bridges between East Nashville & Downtown Nashville.

Reno RETRAC: Reno, Nevada 2006.  
Commissioned artist on the lowering of a 2.1-mile railroad main-line through downtown Reno & new construction of eleven vehicle / pedestrian bridges.

Unser Boulevard: Albuquerque, New Mexico 2006.  
Design team artist for the City of Albuquerque & National Parks Service on the 1.2-mile Unser Boulevard crossing of the Petroglyphs National Monument.

University of Wisconsin Health Sciences Learning Center: Madison, Wisconsin 2004.  
Commissioned artist by the State of Wisconsin Art Board to create 15 terrazzo tables for the School of Medicine.

Charlotte Area Transit System: Charlotte, North Carolina 2003.  
30% Preliminary Engineering design team artist with Sasaki Associates for the CATS South Corridor Light Rail Transit project.

King Street Center Plaza: Seattle, Washington 1999.  
Design team artist with NBBJ Architects for King County Administrative Services, King County Arts Commission & Wright/Runstad Development Corporation.

West Main Street Arts District Redevelopment: Louisville, Kentucky 1996.  
Project artist for the Louisville Development Authority.

City/County Justice Center: Scottsdale, Arizona 1995.  
Design team & commissioned artist for the City of Scottsdale.

Ross's Landing Public Plaza: Chattanooga, Tennessee 1992.  
Design team artist in collaboration with EDAA, Landscape Architects, & SITE Architects for the City of Chattanooga.

## **PUBLIC ART MASTER PLANNING, STUDIES, & CONSULTANCIES:**

**Scottsdale Public Art Program:** Scottsdale, Arizona 2011.

In association with Jerry Allen, charged with *Re-visioning* the 25 year-old Scottsdale Public Art Program.

**Valley Transportation Agency Light Rail & BART Expansion:** Santa Clara County, California 1997 - 2011.

Project lead artist for the Valley Transportation Agency light rail expansion & BART heavy rail projects including 27 new LRT stations, 6 new BART stations & 31 miles of new Trackway.

**East Lancaster Boulevard:** Fort Worth, Texas 2010

Planning artist for the 7.3-mile East Lancaster Boulevard charged with creating a public art plan to be implemented in conjunction with development of three Boulevard Urban Villages.

**City Center Plan:** Avondale, Arizona 2008.

Project Artist with Dyett & Bathia Planners, TenEyck Landscape Architects & Field Paoli Architects charged with development of a Public Art Program for the Avondale City Center area.

**Downtown Phoenix Urban Form:** Phoenix, Arizona 2007.

Project Artist with Dyett & Bathia Planners, Sasaki Associates, Studio MA & A Dye Landscape Architects. Created & implemented integrated public art strategies in association with new zoning, building typologies, open space, & streetscape requirements.

**San Diego International Airport:** San Diego, California 2005.

Provided a Public Art Conceptual Framework & Preliminary Recommendations as predecessor to SDIA's development of a new terminal construction program.

**Demonbreun Street Public Art Opportunities Assessment:** Nashville, Tennessee 2005.

Public art prospects appraisal in the 15-block corridor connecting East & Downtown Nashville.

**San Jose International Airport:** San Jose, California 2004.

Public Art Master Plan for the \$650M Airport Expansion.

**Charlotte Area Transit System,** Charlotte, North Carolina 2002.

Developed integrated Public Art Program Master Plan for light rail & heavy rail projects.

**Miami International Airport:** Miami, Florida 2001.

Programming artist for American Airlines, the Miami Department of Aviation & Metro-Dade Art in Public Places.

**Mesa Performing Arts Center:** Mesa, Arizona 2000.

Public Art Master Plan for the City of Mesa Arts & Entertainment Center.

**North Shore Riverfront Park:** Pittsburgh, Pennsylvania 2000.

Programming artist for the City of Pittsburgh with EDAW, Inc. Landscape Architects.

**Scottsdale Civic Center:** Scottsdale, Arizona 1998.

Created Public Art Master Plan directed to commissioning of new artworks for the Center.

**Memphis Shelby County New Civic Library:** Memphis, Tennessee 1997.

Public Art Master Plan & implementation consultant for Memphis' new downtown library.

**Bute Avenue Corridor; Cardiff Bay Corporation:** Cardiff, Wales, United Kingdom 1994..

Corridor Master Programme Artist in association artists Jane Kelly & David Patten.

**Coal Harbour Neighborhood; ASPAC Development Corporation:** Vancouver, B.C. Canada 1994 - 1998.

Public Art Program Consultant in association with Leesa Strimbicki, UrbanArts.

**CENTRO Midland Metro:** Birmingham, United Kingdom 1992.

Public Art Programme Design & Implementation Consultant.

**Denver International Airport:** City & County of Denver 1991 - 1995

Technical Coordinator for the airport's \$7.5M Art Program charged with integrating and coordinating artists' projects into the design and construction of the \$3.2 billion airport.

## **Commission, Board & Committee Member**

Chair, Port of Seattle Art Oversight Committee, 2000 - 2011

Past Chair, Seattle Arts Commission Public Art Program 1994 - 1998

Past Vice-Chair, Seattle Design Commission 2000 - 2004

Past Chair, Seattle Light Rail Review Committee 2002 - 2007

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