PUBLIC ART REQUEST FOR PROPOSAL (RFP)

LEAWOOD 75th ANNIVERSARY SCULPTURE
LEAWOOD, KANSAS

DEADLINE FOR SUBMISSIONS: Tuesday, March 1, 2022

DESCRIPTION
The Arts in Public Places Initiative (APPI) committee of the Leawood Arts Council (LAC) of Leawood, Kansas is seeking an artist to design, fabricate and install an artwork to celebrate the 75th anniversary of the City.

BACKGROUND
The City of Leawood will celebrate the 75th anniversary of its incorporation in 2023. The City of Leawood’s first public art sculpture commission was “Growing” by Richard Hunt and dedicated in 1999. Since then, the Public Art Collection has grown to include 24 exterior sculptures. [See attachment “A” for more information about Leawood Public Art.]

The objective of APPI is to commission a monumental sculpture of one or more components to commemorate this significant milestone. The artwork is preferred to be engaging for all ages, inclusive and designed to delight the public. The sculpture will be installed in a highly-visible exterior location, chosen by the artist from one of two options presented here-in. The artwork should be made of materials able to withstand weather conditions of all four seasons. [See attachment “B” for site location options and scale recommendations.] The artwork should be suitable to the site in scale and visual impact.

COMMISSION
Artwork for this project will be commissioned through the City of Leawood, Kansas as approved by the Governing Body of the City. Artist will coordinate with the Arts in Public Places Initiative committee of the Leawood Arts Council and the City staff, specifically members of the Parks, Recreation & Cultural Arts Department.

ELIGIBILITY
The project is open to all artists. The City of Leawood does not discriminate on the basis of race, gender, religion, age, national origin, sexual orientation or disability. Proposals by City employees or members of APPI or LAC will not be considered. Experience with public art projects is preferred. Applicants must be able to work within the project timeline outlined herein and to collaborate with members of the selection panel and City officials.
SUBMISSIONS
Interested artists should submit the following materials by Tuesday, March 1, 2022. The following materials should be submitted via email:

1. A resume or CV not to exceed three pages. If working in collaboration, each participant must submit a resume or CV.

2. A digital letter describing your interest, and reasons, in creating artwork for the City of Leawood’s 75th Anniversary.

3. An annotated image list of up to five (5) past works for the panel that are best examples of the artists’ style presented in JPEG format.

4. The proposed current budget is up to $200,000 based on evaluation of quality materials, labor, and artist fees (not including shipping costs within the U.S., installation costs such as footing design/engineering, site preparation, lighting and landscaping.) Budget may be adjusted depending on review of the panel based on approval of a design. Please include an outline with estimated costs.

5. Three references with current contact information.

6. A rendering or model of the proposed artwork that includes artist’s chosen site options (see attachment “B”) and describes the materials to be used, the dimensions of the piece, the estimated weight of the piece, and any foreseeable maintenance recommendations or requirements.

SELECTION PROCESS
The selection panel includes artists and arts professionals, collectors, members of the community and City staff.

Finalists will meet with the panelists via ZOOM, or other agreed upon virtual format, to present proposals. Final selected artist(s) will be offered a contract to develop the final art. [See attachment “C” for the Independent Contractor Agreement].

DELIVERY
Submitted concepts must also arrive by Tuesday, March 1, 2022 by 4:00 pm (CST). Submittals received after 4:00 PM will not be accepted.

Submittals shall be sent to:

Holly York, Cultural Arts Supervisor
hyork@leawood.org

For further information, contact Holly York, Cultural Arts Supervisor hyork@leawood.org. The City will not be bound by any oral statements or representations.
TERMS OF SUBMITTAL

1. No reimbursement will be made by the City for cost incurred in preparing responses to this request for proposal.

2. The City reserves the right to accept any proposal, in whole or in part, and to reject any and all proposals, to waive irregularities and to negotiate and revise terms with proposers without notice to other proposers.

   The City will not be bound to any proposal, even if selected, unless the terms are agreed upon between the City and the proposing artist. Once received, the proposals shall become the property of the City of Leawood and are subject to public disclosure under the Kansas Open Records Act.

3. Artists are not entitled to recover any request for proposal preparation costs or other damages should the City not make an award or fail to successfully negotiate a contract.

4. Proposing artists expressly warrant and certify that they have not directly or indirectly entered into any contract, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in conjunction with this proposal.

5. Artists submitting proposals understand and agree that they will be expected to enter into an agreement in substantially the form shown in attachment “C”.

ANTICIPATED PROJECT TIMELINE

- Proposals due: 4:00 pm CST, March 1, 2022
- Finalist announced: April 2022
- Project Estimated Completion: August 25, 2023
- Dedication: Fall 2023
Attachment A

Leawood, Kansas, a suburban community in the Kansas City Metropolitan area, is located in Johnson County, approximately 10 miles southwest of downtown Kansas City, MO. It covers 14.7 square miles and resembles an elongated rectangle running north/south. Interstate-435 crosses through the City and is just north of the center of the community. The City is bordered on three sides by the cities of Overland Park and Prairie Village, Kansas and on the fourth by Kansas City, Missouri. The City’s land area is approximately 75% developed and growth is expected to continue in the future.

With more than 60 years of tradition, Leawood, Kansas, set in northeast Johnson County, is both a premier residential community and a prestigious business address. The City features an inviting mix of elegant established neighborhoods, new high-profile developments and distinctive office buildings. Leawood truly combines the best of historic tradition with the momentum of the contemporary.

For more information on the City and its history, please visit:
https://www.leawood.org/about-leawood/

The Art in Public Places Initiative (APPI) is a subcommittee of the Leawood Arts Council (LAC). APPI is comprised of the APPI Chair, appointed by the Mayor, the LAC Chair, one City Council liaison (non-voting), a City Cultural Arts Supervisor and up to five Leawood residents selected by the LAC. The mission of the Leawood Public Art Program is to integrate highly visible art into the Leawood community for the purpose of creating an enduring, diverse legacy of works to be enjoyed by residents and visitors of Leawood.

Below is a selection of monumental sculptures in the public art collection. To learn more visit:
“Dancers (Tango)” by Ewerdt Hilgemann  
“Pastoral Dreamer” by David Phelps

“Variance” by Albert Paley  
“Inspiration” by Rita Blitt

“Faith” by Wendell Castle
Attachment B

Site I Option
NE corner of Mission Rd and Lee Blvd (yellow box indicates approximate site location).

West entrance to Leawood City Park

Recommended scale 15’h and/or 15’w or larger. Suitable to the site in scale and visual impact.
Site II Option
NE corner of Mission Rd and 133rd St, (yellow box indicates approximate site location).

Gezer Park

Recommended scale approximately 12’ – 20’ in height or 10’ in width. Suitable to the site in scale and visual impact.
ARTWORK CONTRACT

[“_________”]

This CONTRACT (hereinafter called "Agreement") is by and between ______________________ with its principal place of business located ________, (hereinafter referred to as "Artist") and the CITY OF LEAWOOD, KS (hereinafter referred to as “City”).

THE PARTIES, being duly advised in the premises and for consideration, the sufficiency of which is hereby acknowledged, do hereby agree as follows:

ARTICLE 1.

SCOPE. The Artist shall perform this Agreement in strict accordance with this contract. The Artist shall design, fabricate, transport, install and complete the following artwork (hereinafter called the “Artwork”):

Title: “__________________”

Artist: ____________________

Dimensions: ____________________

Media: ____________________

Weight: ____________________

General Description: See Attached Depiction

Location: Artwork will be fabricated and delivered to City and installed on or before _________________. Installation to occur at a specific location to be designated by City (the “Designated Location”).

ARTICLE 2. CONTRACT TIME. This Agreement shall take effect on the date executed by City. Ownership of and title to the Artwork shall be deemed delivered to City on the date that the Artwork is removed from the Artist’s facility for transport to the Designated Location in the City of Leawood.

ARTICLE 3. CONTRACT SUM.
City shall pay the Artist for the performance of this Agreement the amount of $_____________ (the “Contract Sum”) as follows.

City shall pay the Contract Sum immediately prior to installation in the City of Leawood at the Designated Location (the “Installation Date”), provided that Artist shall have
submitted an invoice to City no later than 30 days prior to such Installation Date. The Artwork, transportation and installation shall be performed by Artist to the reasonable satisfaction of City. Should the Artwork be damaged prior to final installation and delivery of title and ownership to City in accordance with this Agreement, or should Artist fail and refuse to deliver title and ownership of the Artwork to the City, then Artist shall refund all amounts paid by the City under this Agreement.

ARTICLE 4. DEFINITIONS.

4.01 PROJECT. Project is the total site construction in which the Artwork, under this Agreement, will be incorporated or displayed including not only the Artwork itself but also any associated foundations, landscaping, lighting, or other work installed in conjunction with Artwork.

4.02 ARTIST. Artist is defined in this Agreement as “_________________.

4.03 THE ARTWORK. The Artwork comprises the completed “_____” sculpture, and transportation and all related services required of the Artist by the Agreement. The Artwork includes all labor, materials, equipment, and services necessary for the performance of the Agreement.

ARTICLE 5. CITY - RIGHTS AND RESPONSIBILITIES.

5.01 AUTHORIZED REPRESENTATIVES OF CITY. City has the right to designate in writing authorized representatives to act on its behalf.

5.02 REVIEW OF ART WORK IN PROGRESS. City or its representative(s) shall have the right to make reasonable inspection and review of the Artwork and the progress of the Artwork upon request. The fabrication of the Artwork be fully documented through digital photographic means and made available to the City for periodic review. Upon completion and installation of the Artwork, copies of all digital photographs shall be given to the City before final payment.

5.03 OWNERSHIP AND COPYRIGHT OF THE ARTWORK.

A. All sketches, drawings, mockups, models, photographs, reliefs and any other materials relating to the design and/or fabrication of the Artwork shall remain the property of the Artist. (No maquette shall be required.)

B. City shall have complete ownership of the Artwork. The City shall at all times have the right to move the Artwork, or remove it from public display. The City shall also have the right to sell or trade the Artwork or otherwise dispose of the Artwork as City deems appropriate. The Artist grants to City a license to use photographic reproductions of the Artwork in advertising brochures, media publicity, and promotion of its activities, catalogues, site guides, books and publications. If reproductions by either party where the Artwork is the central focus of the reproductions are
made, there shall be included credits listing the Artist as the creator of the Artwork and owner of its copyright, and the City as the party which owns and commissioned the Artwork, and they agree to use their best efforts to secure credits in any reproduction or public showing of a reproduction or public show of a reproduction by other parties.

C. The Artist shall retain all copyrights on the Artwork by Artist. In view of the intention that the final Artwork be unique, Artist shall not make any additional exact duplicate reproductions of the final Artwork, nor shall Artist grant permission to others to do so except with the express written permission of City. However, nothing herein shall prevent the Artist from creating future artworks in the Artist's manner and style of artistic expression; nor shall this Agreement prevent the Artist from using images of the Artwork for marketing and promotional purposes in connection with the Artist’s business.

D. The Artist may use all sketches, drawings, mockups, models, photographs, reliefs and any other materials related to the design of Artwork for the design of new and unique sculptures.

5.04 PROJECT SITE PREPARATION. The City will prepare the Project site and install all necessary concrete flatwork and power to the site to support the Artwork at City expense. All site landscaping, relocation of limestone boulders, modification of irrigation system and restoration are the responsibility of the City at City expense. Artist will provide engineering detail for the base and footing necessary to stabilize the Artwork and will install the structural foundations and Artwork at the Designated Location and shall be solely responsible for hiring all engineers and other contractors as may be required at its sole expense.

ARTICLE 6. ARTIST - RIGHTS AND RESPONSIBILITIES.

6.01 DESIGN AND COMPLETION OF THE ARTWORK.

A. The Artist shall determine the design and artistic expression of the Artwork, subject to the approval of City.

B. The Artist shall deliver the Artwork to the site and supervise installation.

C. Upon installation of the Artwork, the Artist shall provide to City a maintenance document containing instructions regarding the proper maintenance of the Artwork. Provided that the City maintains the Artwork in accordance with the instructions contained in the maintenance document, there shall be no unusual wear and tear or weathering damage to the Artwork. Notwithstanding the foregoing, Artist warrants the Artwork against damage resulting from weather or unexpected wear to the Artwork or to landscaping, drainage, sidewalks or other property within the vicinity of the Artwork for a period of two years from the installation
The Artist shall be responsible for determining the extent and sequencing of the work required to fabricate and install the Artwork, including:

1. Structural and technical work required for safe and permanent installation, and

2. Commitment that finished work will be in substantial conformity in size and shape with the design as shown on attached Exhibit “A”.

The Artist will provide, where applicable, lien waivers or Contractor’s affidavits, verifying that all subcontractors and material invoices have been paid prior to the City approving final payment.

The Artist Agrees to indemnify and save harmless the City, including its elected or appointed officials, employees, and agents against any and all claims, loss damage, injury, liability, and court costs and attorney’s fees incident thereto, including any claims made by employees of Artist or any of their subcontractors, as well as all other persons, resulting directly or indirectly from the work covered by this contract or the equipment used in connection therewith. It is understood that this agreement shall apply to any and all such claims whether resulting from the negligence or the intentional acts of Artist, or otherwise. *(With the single exception of any claim, damage, loss, or expense arising solely out of professional services performed by the City, its agents, or employees, including: 1) the preparation of maps, plans, opinions, reports, surveys, designs, or specifications, and 2) supervisory, inspection, or engineering services).*

The Artist represents and warrants that the Artwork is solely the result of the artistic effort of Artist and that it is unique and original and does not infringe upon any copyright and that it, or a duplicate of it, has not been accepted for sale elsewhere and that it is free and clear of any liens.

The Artist further warrants that City shall own, on its completion, the Artwork free and clear of any and all liens or claims.


6.02 AGREEMENT TIME.

The Artist, recognizing that time is of the essence, shall perform the Artwork in such manner and with sufficient equipment and forces to complete the Artwork by ________________
B. Extensions of Agreement time will be made for excusable delays arising from unforeseeable causes beyond the control and without the fault or negligence of the Artist or of his subcontractors or suppliers.

6.03 INSURANCE AND RESPONSIBILITY FOR DAMAGES DURING INSTALLATION.

A. **Insurance.** Artist or sub-contractor actually performing the work on site, (either but not both) will provide certificates of insurance evidencing the following types and limits of insurance. The certificates of insurance will specifically address each of the requirements noted below. Each insurance company shall be acceptable to the City. The General Liability coverage shall name the City of Leawood as additional insured. All insurance noted below is primary and in no event will be considered contributory to any insurance purchased by the City. All insurance noted below will not be canceled, reduced, or materially changed without providing the City thirty (30) days advance notice, via certified mail.

1. **Comprehensive General Liability** including Products Liability/Completed Operations insurance, in an amount not less than $1,000,000/occurrence, $2,000,000/policy limit, including Broad Form Contractual Liability insurance, in an amount not less than $1,000,000/occurrence, $2,000,000/policy limit, subject to the terms and conditions of the policy. A copy of the policy may be required.

2. **Automobile Liability** insurance, in an amount not less than $1,000,000 combined single limit. Said insurance is to be extended to cover hired and non-owned vehicles.

3. **Umbrella or Excess Liability** coverage, Artist shall provide evidence of Umbrella or Excess Liability coverage of $2,000,000.

4. **Workers’ Compensation** is to be provided as required by statute, by an insurance company licensed to write worker’s compensation in the State of Kansas. Employer’s Liability, in an amount not less than $500,000 each accident, $500,000 disease – policy limit, and $500,000 disease – each employee.

B. **Insurance Rating** – All insurance policies required by this contract shall be underwritten by insurance carriers authorized to do business in Kansas and carrying a Best’s Policyholder rating of A-:VII or better.

C. A certificate of insurance is required as evidence of coverage, with the City of Leawood named as an additional insured. The same full insurance coverage provided to the named insured, whether it is the Artist or a sub-contractor, shall be provided to the City without any limitations or endorsements that might limit or exclude coverage. If insurance is
canceled for any reason whatsoever the City will be given not less than thirty (30) days prior written notice.

D. Artist shall not commence work under this contract until they have obtained all insurance required under this section and such insurance has been approved by the City, nor shall Artist allow any subcontractor to commence work on their subcontract until the same insurance has been obtained by the subcontractor. Artist and their subcontractor(s) shall maintain all insurance required under paragraphs (a) through (d) of this Section for not less than one (1) year after completion of this contract.

E. The Artist shall be responsible for all loss and damage to the Artwork until such time that the Artwork is installed. The Artist shall also be responsible for all loss and damage to the Project, the site and improvements thereon and the work of other contractors caused by his operation during the performance of the Agreement.

F. ARTICLE 7. DISPUTES, REMEDIES AND NOTIFICATIONS.

7.01 CHOICE OF LAW. Any dispute under this Agreement, or related to this Agreement or the Artwork, shall be decided in accordance with the laws of the State of Kansas.

7.02 TERMINATION OF CONTRACT. The City reserves the right to terminate in whole or any part of this contract, upon at least ninety (90) days prior written notice to Artist.

7.03 NON-DISCRIMINATION. During the performance of this contract or any subcontract resulting there from, the Artist, all subcontractors and vendors shall observe the provisions of the Kansas Act Against Discrimination and shall not discriminate against any person in the performance of work done under this contract because of race, religion, color, sex, sexual orientation, gender identity, disability, national origin or ancestry. In all solicitations or advertisements for employees the Artist, all subcontractors and vendors shall include the phrase "equal opportunity employer" or a similar phrase to be approved by the State Civil Rights Commission.

If the Artist, a subcontractor or vendor is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the State Civil Rights Commission which has become final, the Artist, subcontractor or vendor shall be deemed to have breached this contract and it may be canceled, terminated or suspended, in whole or in part by the City.

7.04 ADDRESSES FOR NOTICES AND PAYMENTS. The City shall send all payments and notifications required herein to Artist to:
All notices and invoices to the City shall be either hand delivered or sent by certified or registered mail, United States first class to the following address:

City of Leawood  
4800 Town Center Drive  
Leawood, KS 66211  

(With a copy to Ms. Patricia Bennett at the same address)

All notices and to the Artist shall be either hand delivered or sent by certified or registered mail, United States first class, as follows:

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date above written.

City of Leawood:

By: ____________________________  
Peggy Dunn, Mayor

ATTEST:

______________________________, City Clerk

APPROVED AS TO FORM:

________________________________
Patricia A. Bennett  
City Attorney

Artist:

________________________________
Print Name:

By: ____________________________

Title:

Address: