



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, Community Development Director

DATE: May 21, 2009

SUBJECT: **Ordinance to Approve an Agreement with Frederic Beugeard for the Design and Installation of a Newspaper Rack**

Introduction and Background

The integration of art into feasible public works projects by promoting functional and streetscape art was identified in the Urbana City Council Common Goals in 2005 (Exhibit A). The Community Development Services Department and the Public Works Department have partnered to initiate the Downtown Newspaper Rack Project, a project that achieves this goal by addressing a current streetscape concern with an artist-designed solution. Through a request for proposals process, a selection committee chose a newspaper rack design for the project. Attached is the proposed newspaper rack design (Exhibit B). Through coordination with Champaign County officials, a location near the Champaign county Courthouse has been identified. The attached ordinance (Exhibit C) approves an agreement with the artist, Frederic Beugeard, for the design and installation of the Newspaper Rack project.

Discussion

The Downtown Newspaper Rack Project is a project that would help to improve the appearance of the downtown area while addressing a functional streetscape concern. This project started with the recognition that the existing newspaper racks on the corner of Broadway Avenue and Elm Street can impede pedestrian and vehicular traffic due to their insecure installation. The existing newspaper racks are also haphazard, unattractive, and inconsistent with beautifying downtown. As a result of this concern, staff researched the feasibility of an artist-designed solution and, in June 2007, initiated a call for designs for a new newspaper rack to address these concerns. Upon the receipt of proposals, a selection committee was convened to select a design for the project. The selection committee included representatives from the City, Urbana Business Association, Champaign County, the News Gazette, and the Urbana Park District. The selection committee reviewed three proposals and selected the "Urbanastand" proposal submitted by Frederic Beugeard. Attached, as Exhibit B, is the proposal from Mr. Beugeard for the Newspaper Rack project.

The agreement with the Champaign County for the placement of the Newspaper Rack was approved

by the Champaign County Board on April 23, 2009 and approved by Urbana City Council on May 18, 2009. Now that the agreement with the Champaign County regarding the newspaper rack has been approved, staff has coordinated with Mr. Beaugeard to finalize the details of the agreement for the design and installation of the Newspaper Rack to be located at the Champaign County Courthouse site. Attached is the proposed agreement (Exhibit D) describing the responsibilities of the City and the artist in relation to the Newspaper Rack Project.

As described in the attached proposed agreement, the City will provide the materials to be used for fabrication, storage and construction space, and will assist in the collection of newspaper articles for the design. Additionally, the City will provide construction costs and labor, structural engineering services to review the final design of the Newspaper Rack, and project management. The artist will provide the final design of the Newspaper Rack, lead the collection of newspaper articles to be used on the glass panel, provide the design of the glass panel, assist in identifying potential material vendors, and will serve in an advisory capacity in coordination with the City during the fabrication and installation process.

Fiscal Impact

In FY 07-08, Downtown Improvement funding of \$15,000 was set aside for the Downtown Newspaper Rack Project. This amount will be used to fund the materials and fabrication of the newsrack project. The proposed agreement with Mr. Beaugeard includes compensation for artist design services in the amount of \$11,000. As part of his services, the artist has asked for compensation related to pursuing a patent for the project so that it can be reproduced in other settings. This amount will be funded through the Downtown Improvements – Streetscape, Phase 7 item in Tax Increment Finance District 2, which has been encumbered and is intended for various streetscape work and other related items such as benches and bike racks. The full description of the scope of services is provided in Exhibit A of the enclosed proposed agreement.

Recommendations

Staff recommends that the Committee of the Whole forward the attached ordinance to the City Council’s regular meeting on June 1, 2009 with a recommendation for approval.

Prepared by:

Anna Hochhalter, Public Arts Coordinator

Attachments: Exhibit A: Excerpt from 2005 City Council Common Goals
 Exhibit B: Design Proposal of the “Urbanastand” Newsrack
 Exhibit C: Draft Ordinance Approving an Agreement with Frederic Beaugeard for the Design and Installation of a Work of Art
 Exhibit D: Draft Agreement Between the City of Urbana and Frederic Beaugeard to Design and Install a Work of Art

Excerpt of Urbana City Council Goals, as approved September 19, 2005, related to the Creation of a Public Arts Program

10.) Create a Public Arts Program

- a. Establish a dedicated revenue stream for public art – consider percent for arts approach.
- b. Encourage the preservation and commemoration of local and multicultural traditions and histories.
- c. Integrate art into every feasible public works project – promote functional and streetscape art.
- d. Create a public art program that represents our community in all its diversity – in terms of race, geography, gender, class, sexual orientation, belief-system, etc.
- e. Provide opportunities for local and national, established and emerging artists in Champaign County.
- f. Develop a strong public collection of artworks representing diverse communities, artistic styles, and disciplines.
- g. Establish a public arts commission.

FREDERIC BEAUGEARD, M.F.A.
507 E. California Ave.
Urbana, IL 61801
(217) 344-2350
Email: beaugeardf@hotmail.com

City of Urbana
Community Development Services
Downtown Newspaper Rack Project

Urbana, July 18, 2007

Dear Sirs and Madams,

Please consider my news rack design proposal without exact bids for labor and materials, which I will provide later.

My idea is to associate the City of Urbana to the project in process of a new design of urban furniture, by incorporating the "Uniform Newspaper Racks from Rak System" into a new structure which could later be mass produced and sold to other cities and towns.

The prototype and new downtown newspaper rack will be cheaper and faster to build by a team from some existing services of the town, or a local company (after collecting bids), rather than to ask a distant urban furniture company to do it. Maybe the Rak System group could be involved at the end.

I will execute my design, supervise all the work, and choose the materials for an honorarium of \$1,000 plus the cost of the rights registration in my name. The City of Urbana will also pay for the materials, and labor in addition to my own.

The name of this new post-modern esthetic object will take the name of the City of Urbana. Of course the promotion of the image of the town around this collaboration experience could be furthered via diverse media, even art and design magazines, for example.

Proposed name: Urbanastand IL 2007

The prototype will be visible in downtown Urbana, and maybe a commemorative sign with the description of the project will be displayed.

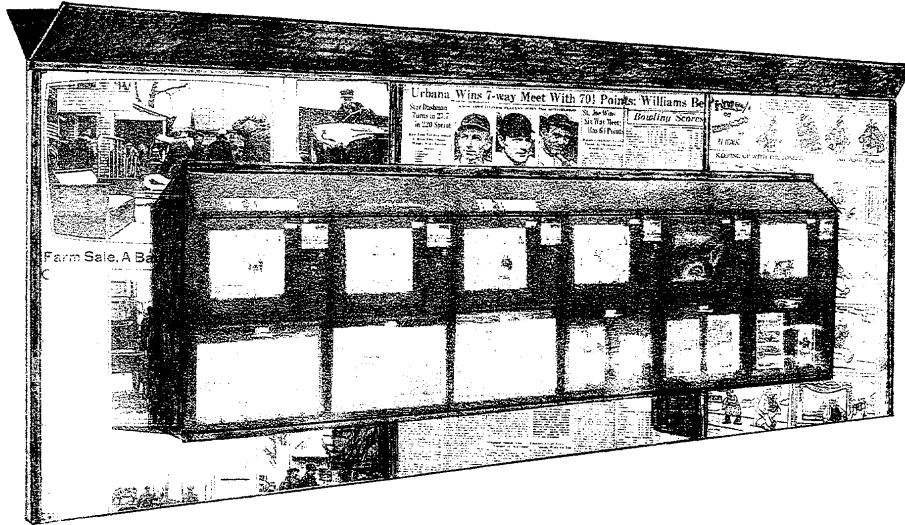
Before your final decision August 13, I would be happy to work with those Urbana city employees in charge of bus-shelter purchases and maintenance to obtain more detailed estimates for my "Urbanastand" street kiosk. I also need more details from you, such as the number of free versus coin operated boxes. Although I have already made preliminary contacts with Rak System and other urban furniture vendors, I believe the name of the City of Urbana will facilitate greater responsiveness from them. I believe, for example, the city can get a better and faster estimate for the glass construction and etching, than I could obtain alone.

Please contact me so we can arrange a time to work together on this.

Sincerely,

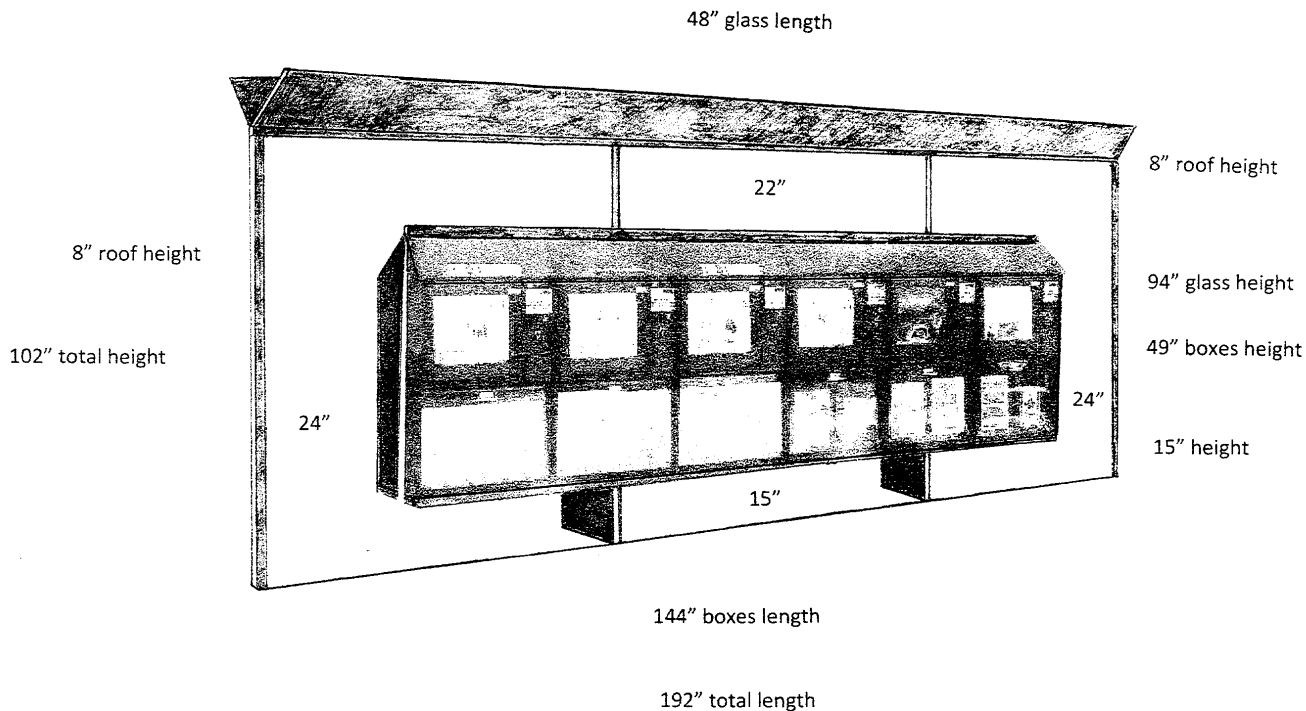
BEAUGEARD F. Urbana Newspaper Rack Project 2007

STREET KIOSK



The three newspapers chosen could be different from the ones displayed here.
Community groups might like to participate in selecting historically significant issues of current or past area newspapers.

The glass will be semi-transparent (to keep the building behind visible for a global light effect) with the print of an old newspaper (sepia color ?) on the four panels (without newspaper title) connected to the tradition or history of Urbana.

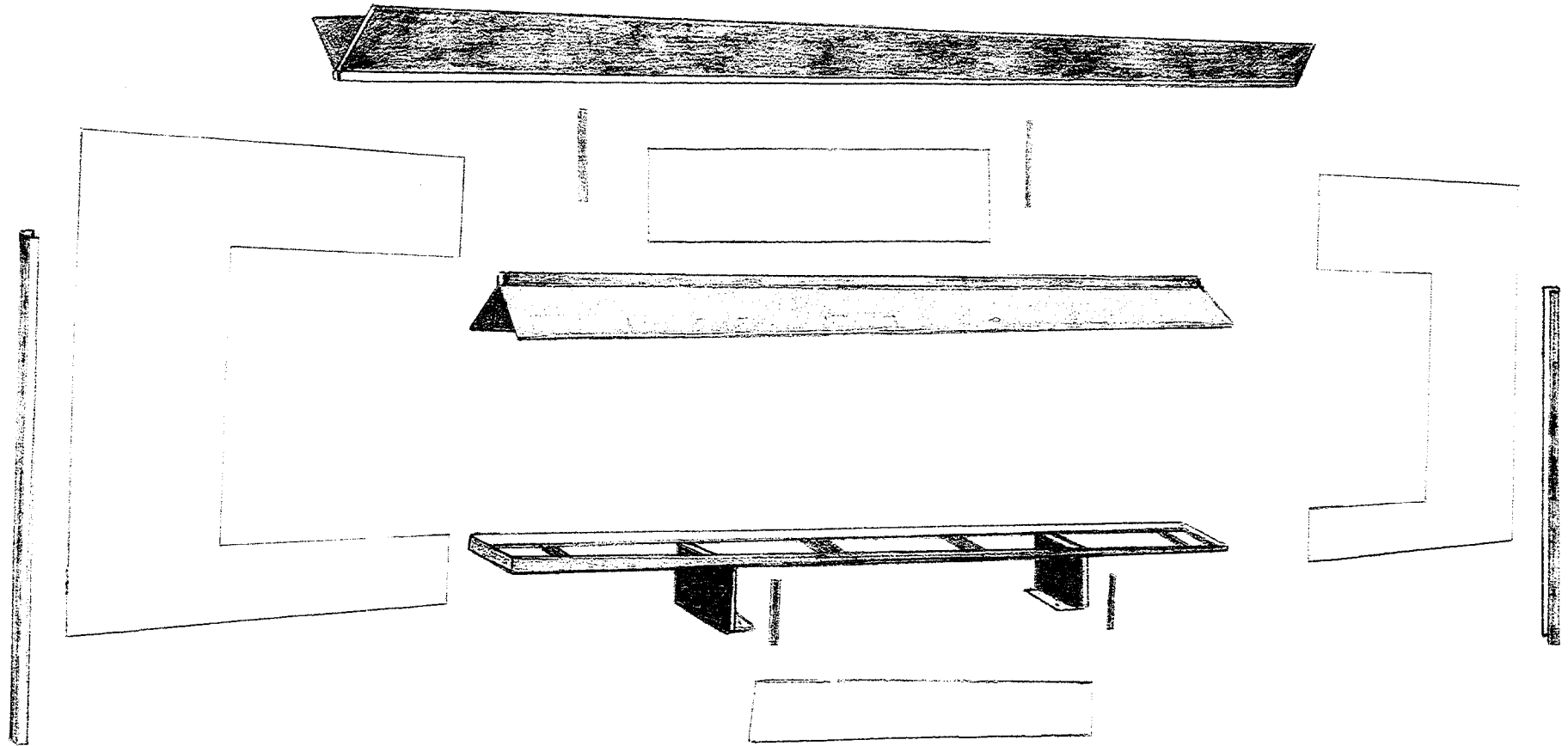


The design will feature integration of the newspaper racks inside four panels of glass like the bus shelter.

The boxes and the reinforcements (outside structure purchased) will be dark brown, the same color as the existing urban furniture in Urbana (benches, bus shelter, dustbins) that matches the traditional architecture in red brick in the town center.

There will be a small roof in the opposite direction of the top of the boxes (must be built with the reinforcement welded to it) for the esthetic floating effect, that will give some height to the existing building, and will give the impression of a protected place, a sense of welcome.

The reinforcements (outside structure) will be welded to the roof of the boxes (two dome tops from Rak System).



The feet behind the glass will be welded to the base (base built or two bases stuck together from Rak System).

+ fixations (purchased) for the reinforcements (outside structure) and the glass like bus shelter to the ground.

rows says:

Why did we see this ... something just as ... what it ...

to Fill Gap in Services Here

First Institution Organized in London in 1844

In the construction of a V. M. C. A. building in Chicago, efforts at the center will add one more to a 100,000 for American ...



While the top officers of the ...



them next year had their own ...



but the grand ...

United Prison Control Urged by Commission

The government without adequate ... the day to be subject to ...

Drainage Job Is Completed

Five and One-Half Miles of Tile Land in Compromise Township.

On The Campus

By Esther ...

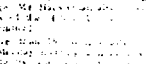
Farmers Told of Hybrid Seed

First of Series on Producing Methods ... Held Monday.

Protest Cut in Federal Relief

Protest ...

MARRIED



WILLIAM FICKER

MARRIED



MARY

MARRIED



MARY

Urbana, Illinois, Monday, April 19, 1927

Best War Games In Naval History



... of the ...



Will You Please Call at My Home

Will you please call at my home ...

Will You Please Call at My Home

Will you please call at my home ...



Spring in the Sparkling amusement choice well cooked food

N.A.S. Buffet

HELLO... PARIS CLEANERS

Will You Please Call at My Home

Only a pair of great Cleaners ... Modern Machinery ...

ORDINANCE NO. 2009-05-049

AN ORDINANCE APPROVING AN AGREEMENT WITH FREDERIC BEAUGEARD FOR THE DESIGN AND INSTALLATION OF A NEWSPAPER RACK LOCATED AT 101 EAST MAIN STREET / CHAMPAIGN COUNTY COURTHOUSE SITE

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

Section 1. That an Agreement with the Champaign County concerning the placement of a newspaper rack at the Champaign County Courthouse site, 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 _____, 2009.

AYES:

NAYS:

ABSTAINS:

Phyllis D. Clark, City Clerk

APPROVED by the Mayor this ____ day of _____, 2009.

Laurel Lunt Prussing, Mayor

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**AGREEMENT BETWEEN THE CITY OF URBANA
AND
FREDERIC BEAUGEARD
TO DESIGN AND INSTALL A WORK OF ART**

This Agreement is made and entered into this _____ day of _____ 20___, by and between the City of Urbana ("City"), a municipal corporation, and _____ ("Artist"), an individual.

RECITALS

A. City desires to commission a public artwork associated with the Downtown Newspaper Rack Project (the "Project") which is to be located in Urbana, IL .

B. Whereas, the artist has been selected on the basis of the design proposal he submitted and to implement his proposal, the parties have agreed as follows:

SECTION 1. SCOPE OF SERVICES.

1.0. Artist shall perform those services specified in detail in the attached EXHIBIT A, entitled "ARTISTS' SERVICES."

SECTION 2. SCHEDULE OF PERFORMANCE.

2.0. **GENERAL.** The services of Artist are to be completed according to the schedule set out in the attached EXHIBIT B, entitled "SCHEDULE OF PERFORMANCE."

2.1. **TIME IS OF THE ESSENCE.** It is understood that time is of the essence in the performance of Artist's services under this Agreement.

SECTION 3. COMPENSATION AND METHOD OF PAYMENT.

3.0. **COMPENSATION.** The compensation to be paid to Artist shall not exceed the amount specified in the attached Exhibit C, entitled "COMPENSATION". The rate and schedule of payment is set out in EXHIBIT C. Such payment shall constitute full and complete compensation for work performed and services rendered, including, but not limited to, professional services and reimbursable expenses, for all supervision, labor, supplies, materials, equipment or use thereof, taxes, and for all other necessary incidentals.

3.1. **METHOD OF PAYMENT.** Payments described above will be made to the Artist within thirty (30) days after submittal of invoices for payment in the form requested by the City.

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3.2. CITY'S RIGHT TO WITHHOLD PAYMENT. In the event that City determines that work for which it has been invoiced does not meet the terms of this Agreement, City may withhold payment to Artist. In the event City withholds any payment, City shall provide detailed written notice to Artist within fifteen (15) days of receipt of Artist's invoice, specifying the failure of performance for which City intends to withhold payment. Within fifteen (15) days of Artist's receipt of City's notice, Artist shall cure City's objection or if City's objections are not capable of cure within fifteen (15) days, Artist shall commence to cure City's objections and then promptly proceed to complete the cure. If Artist disputes City's determination that the Agreement's specifications have not been met, within fifteen (15) days of Artist's receipt of City's notice, Artist shall notify City in writing. In such event, City shall make reasonable efforts to resolve the dispute; however, the final determination as to whether Artist has complied with the terms of this Agreement will remain with City.

3.3. NO WAIVER OF RIGHTS. No payment to Artist for any work performed or services rendered shall constitute a waiver or release by City of any claims, rights or remedies it may have against Artist under this Agreement or by law, nor shall such payment constitute a waiver, remission, or discharge by City of any failure or fault of Artist to satisfactorily perform the work as required under this Agreement.

SECTION 4. CHANGES IN SCOPE.

4.0. ADDITIONAL SERVICE AUTHORIZATION. No services for which additional compensation will be charged shall be provided without prior written authorization of City.

SECTION 5. RESPONSIBILITIES OF THE ARTIST.

5.0. PERSONNEL. Artist has, or will secure at Artist's expense, all personnel required to perform Artist's services.

5.2. COORDINATION. Artist acknowledges that an essential element of Artist's services is coordination with City staff and other persons who may be involved with the Project, as designated by City. Artist agrees to accept responsibility for the coordination with persons designated by City to be necessary to complete Artist's duties both as to design or fabrication issues and budget or cost-related issues. Artist also agrees to meet and communicate with other persons involved with the Project as required by City to ensure proper coordination of the Project.

5.3 TAX IDENTIFICATION NUMBER. No later than the date of Artist's execution of this Agreement, Artist shall provide City with Artist's Tax Identification Number and any proof of Artist's Tax Identification Number as requested by City.

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SECTION 6. CITY'S RESPONSIBILITIES.

6.0. SITE INFORMATION. City shall be responsible for providing Artist, at no cost to Artist, copies of existing designs, drawings, reports, and other existing relevant data, if any, which is needed by Artist in order to perform.

6.1. SUPERVISION. City is under no obligation to supervise the Artist's performance of services which are described under this Agreement.

SECTION 7. INDEPENDENT CONTRACTOR.

7.0. ARTIST AS INDEPENDENT CONTRACTOR. It is understood and agreed that Artist's relationship with City is strictly and solely that of an independent contractor, and not as an agent or an employee of City; and as an independent contractor, Artist shall obtain no rights to retirement benefits or other benefits which accrue to City's employees, and Artist hereby expressly waives any claim Artist may have to any such rights. Artist further agrees to, acknowledges and accepts sole responsibility for determining the method and means by which Artist will fulfill Artist's obligations under this Agreement. Nothing contained in this Agreement shall be construed to place City and Artist in the relationship of partners. Artist acknowledges and agrees that Artist shall not hold Artist out as an authorized agent of City with power to bind in any manner.

SECTION 8. ASSIGNABILITY.

8.0. ASSIGNABILITY OF CONTRACT. The parties agree that the expertise and experience of Artist are material considerations for this Agreement. Except as may be specifically authorized under this Agreement, Artist shall not assign or transfer any interest in this Agreement nor the performance of any of Artist's obligations hereunder, and any attempt by Artist to so assign this Agreement or any rights, duties or obligations arising hereunder shall be void and of no effect unless prior written consent is given by City. However, nothing in this section shall be deemed to prevent Artist, at Artist's sole expense, from relying on or utilizing the services of such other consultant or contractor as Artist may require to complete the Project.

8.1. CITY'S RIGHT TO ASSIGN CONTRACT. City shall have the right to assign or transfer any and all of City's rights and obligations under this Agreement. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of City.

SECTION 9. INDEMNIFICATION.

9.0. Artist agrees to protect, defend, indemnify and hold harmless City, its members, officers, agents and employees, from and against all claims, costs and damages arising out of negligent or willful acts or omissions or accidents or injuries in

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the performance of this Agreement by Artist or Artist's agents or subconsultants. Artist also agrees to protect, defend, indemnify and hold City harmless from any action, claim, suit or liability based on a claim that work performed under this Agreement by Artist or Artist's agents or subconsultants constitutes an infringement of any patent, copyright, trademark, trade name or other proprietary right of any party. This section shall survive expiration or sooner termination under this Agreement.

SECTION 10. INSURANCE.

10.0. Artist, at Artist's sole cost and expense for the full term of this Agreement or any renewal thereof, agrees to maintain the policies set forth in the attached EXHIBIT D, entitled "INSURANCE REQUIREMENTS." All policies, endorsements, certificates and/or binders shall be subject to the approval by the City Attorney and Comptroller of the City of Urbana as to form and content. These requirements are subject to amendments or waiver if so approved in writing by the City Attorney and Comptroller. Artist agrees to provide City, copies of said policies, certificates and/or endorsements before work commences under this Agreement.

SECTION 11. TERMINATION.

11.0. TERMINATION WITHOUT CAUSE. City may terminate this Agreement without cause upon thirty (30) days written notice to Artist. Termination shall be effective thirty (30) days after Artist's receipt of City's termination notice.

11.1. TERMINATION WITH CAUSE. If Artist fails to perform any of Artist's material obligations under this Agreement, City may terminate this Agreement upon fifteen (15) days written notice to Artist. City's notice shall specify Artist's breach and provide Artist with an opportunity to cure the specified breach within the fifteen (15) day notice period. In the event that Artist fails to cure the specified breach within the fifteen (15) day notice period, the termination of this Agreement shall be effective. In instances where the specified breach is incapable of being cured within fifteen (15) days, Artist shall commence to cure the specified breach within the fifteen (15) day notice period and diligently prosecute the work necessary to complete the cure.

11.2. COMPENSATION. In the event that City terminates this Agreement, City shall pay Artist for services performed to date of termination, consistent with the schedule of payment set forth in EXHIBIT C.

11.3. REMEDIES. City's remedies under this Agreement are cumulative and are in addition to City's rights available at law or in equity.

SECTION 12. COMPLIANCE WITH LAWS.

12.0. Artist shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local governments.

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SECTION 13. NONDISCRIMINATION.

13.0. Artist shall not discriminate, in any way, against any person on the basis of race, sex, color, age, religion, sexual orientation, disability, ethnicity, or national origin, in connection with or related to the performance of this Agreement.

SECTION 14. ARTIST'S WARRANTY.

14.0. ARTIST'S WARRANTY. Artist represents and warrants that:

A. Artist is the sole and absolute owner of the Artwork Design, the copyrights pertaining to it, and all the rights associated or relating to it.

B. Artist has not previously sold, assigned, licensed, granted, encumbered, or utilized the Artwork Design or any element thereof, in any manner which may affect or impair the rights granted pursuant to this Agreement.

C. All work created or performed by Artist under this Agreement, whether created by Artist alone or in collaboration with others, shall be wholly original with Artist and shall not infringe upon or violate the rights of any third party.

D. Artist has the full power to enter into and perform this Agreement and to make the grant of rights contained in this Agreement.

E. All services performed hereunder shall be performed in accordance with City specifications and requirements and with all necessary care, skill, and diligence.

These representations and warranties shall survive the termination or other extinction of this Agreement.

SECTION 15. RIGHTS TO ARTWORK DESIGN.

15.0. The parties recognize that the Artist submitted drawings, studies, and other documents in the initial selection process which were being selected as the basic concept for the development into a final design. The parties agree that, except for the wording and arrangement of the news article reproductions etched on the glass components, the final design is the copyright property of the Artist, and the City shall not, without written consent from the Artist, reproduce a copyrighted product except for noncommercial purposes which for the purpose of this agreement, are defined to be: reproduction in exhibition catalogues, books, slides, photographs, postcards, posters, and calendars; in art magazines, art books and art and news sections of newspapers; in general books and magazines not primarily devoted to art but of an educational, architectural, historical or critical nature; slides and film strips not intended for a mass audience; and television from stations operated for educational purposes or on

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programs for educational purposes from all stations. On all such reproductions, City shall insure that a Copyright Notice is placed in a manner required by Copyright Law.

15.1 The Artist expressly waives the rights of “integrity” to the actual news rack structure to be installed on premises of the Champaign County Courthouse in Urbana, Illinois. The Artist understands that the structure itself will eventually “wear out” and may be removed, subject to destruction, distortion, mutilation, or other modification by reason of the removal of such artwork.

SECTION 16. ARTIST’S BOOKS AND RECORDS.

16.0. MAINTENANCE OF RECORDS. Artist shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Artist pursuant to this Agreement. Artist shall maintain all documents and records which demonstrate performance under this Agreement for a minimum period of three (3) years, or for any longer period required by law, from the date of termination or completion of this Agreement.

16.1. AUDIT. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the City Attorney, City Auditor, Mayor, or a designated representative of any of these officers. Copies of such documents shall be provided to City for inspection at the City Building when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Artist’s address indicated for receipt of notices in this Agreement.

16.2. CUSTODY OF RECORDS. Where City has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of Artist’s business, City may, by written request by any of the above-named officers, require that custody of the records be given to City and that the records and documents be maintained in the City Building. Access to such records and documents shall be granted to any party authorized by Artist, Artist’s representatives, or Artist’s successors-in-interest.

SECTION 17. CONFLICT OF INTEREST.

17.0. Artist shall avoid all conflict of interest or appearance of conflict of interest in performance of this Agreement.

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SECTION 18. WAIVER.

18.0. Artist agrees that waiver by City of any breach or violation of any term or condition of this Agreement shall not be deemed to be a waiver of any other term or condition contained herein or a waiver of any subsequent breach or violation of the same or any other term or condition. The acceptance by City of the performance of any work or services by Artist shall not be deemed to be a waiver of any term or condition of this Agreement.

SECTION 19. EXCUSE OR SUSPENSION OF CONTRACTUAL OBLIGATIONS.

19.0. The parties shall be excused from performing an obligation under this Agreement if performance of that obligation is prevented by a condition beyond the control of the parties, such as acts of God, war, public emergency or strike or other labor disturbance. An obligation affected by a condition beyond the control of the parties shall be suspended only for the duration of the condition. Both parties shall take all reasonable steps during the existence of the condition to assure performance or their contractual obligations when the condition no longer exists.

SECTION 20. SPECIAL PROVISIONS.

20.0. Special provisions, if any, to this Agreement are specified in the attached EXHIBIT E, entitled, "SPECIAL PROVISIONS."

SECTION 21. NOTICES.

21.0. Submittals, requests, notices and reports required under this Agreement shall be delivered personally or through the mail, postage prepaid, to the addresses stated below, or to any other address as may be noticed by a party:

For the City:

Public Arts Coordinator
City of Urbana
Community Development Services
400 South Vine Street
Urbana, IL 61801

For the Artist:

Frederic Beauguard
507 East California Avenue
Urbana, IL 61801

Notice shall be deemed effective on the date personally delivered or, if mailed, three (3) days after deposit in the mail.

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Artist agrees for the duration of Artist's life to provide City with Artist's current mailing address in the event the above address should change.

SECTION 23. VENUE/GOVERNING LAW.

23.0. **VENUE.** In the event that suit shall be brought by either party to this contract, the parties agree that venue shall be exclusively vested in the state court of the County of Champaign or if federal jurisdiction is appropriate, exclusively in a United States District Court for the Central District of Illinois, Urbana, Illinois.

23.1. **GOVERNING LAW.** The laws of the State of Illinois shall govern this Agreement.

SECTION 24. PRIOR AGREEMENTS AND AMENDMENTS.

24.0. This Agreement, including all exhibits attached hereto, represents the entire understanding of the parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may only be modified by a written amendment duly executed by the parties to this Agreement.

SECTION 25. SEVERABILITY.

25.0. If any term, covenant, condition or provision of this Agreement, or the application thereof to any person or circumstance, shall to any extent be held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, covenants, conditions or provisions of this Agreement, or the application thereof to any person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

SECTION 26. REFERENCE TO CITY.

26.0. Where this Agreement requires or permits City to act and no officer of the City is specified, City's Mayor or the authorized representative of City's Mayor shall be deemed authorized to act on City's behalf.

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WITNESS THE EXECUTION HEREOF on the day and year first herein above written.

APPROVED AS TO FORM:

CITY OF URBANA, a municipal
corporation:

RONALD O'NEAL JR.
Acting City Attorney

By: _____
LAUREL LUNT PRUSSING
Mayor

Artist

FREDERIC BEAUGEARD
Artist Intermedia

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EXHIBIT A
SCOPE OF SERVICES

Materials and Services to be Provided by the City of Urbana or other party under contract with the City of Urbana (“City”)

The following materials will be provided by City during the fabrication and installation of the Downtown Newspaper Rack:

1. All materials used for fabrication
2. Storage and construction space
3. Assistance in the collection of newspaper articles from which a selection will be used in the design of the glass panels in the Urbanastand Kiosk.

The following services will be provided by City and accessible during the fabrication and installation of the Downtown Newspaper Rack:

1. Construction costs, including labor
2. Structural Engineering Services to review the final design of the Downtown Newspaper Rack Project
3. City shall investigate costs and prepare preliminary cost estimates (“Cost Estimates”) related to the fabrication and installation of the Final Design Specifications
4. Project Management
5. Coordination and collection of newspaper article submissions from targeted community groups. The City will submit articles to the Artist for his creation of the Glass Panel Design. The City will review permissions submitted by the artist for the use of newspaper articles in the Glass Panel Design.
6. Intergovernmental agreement made between the City of Urbana and the Champaign County Courthouse

ARTISTS’ SERVICES

Artist’s Submittals and Services to be Provided by Frederic Beugeard (“Artist”)

Newspaper Rack Project Final Design

1. Artist will review the previously submitted Downtown Newspaper Rack final design proposal to ensure all necessary and requested information is included. A final design will be submitted which will include all necessary information and serve as the basis for fabrication of the design.
2. Artist agrees to submit any further necessary design materials or information to supplement the design, including possible material vendors.
3. Artist will acquire intellectual property rights, to include but not limited to copyrights or patents, in his name at his expense.

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Glass Panel Content and Layout Design

1. Artist will lead the collection of newspaper articles and select the articles which will enhance the overall design of the Newspaper Rack Project. Artist will ensure permissions are received for the use of the newspaper articles. Artist will compose the layout of these articles and submit a design ("Glass Panel Design") for review by staff and representation from the targeted community groups. The Glass Panel Design will be used in the fabrication of the glass panels.

Advisory Role in Fabrication and Installation

1. In the event that the Structural Engineer determines the original design to be structurally unsound, Artist will work with the Structural Engineer to provide a functional design, which will be submitted to the City for review.
2. Artist will work with the Department of Public Works to establish an outline of the proposed fabrication and installation method and schedule for the Artwork ("Fabrication and Installation Method Outline").
3. The City will allow Artist reasonable access to the fabrication area and his expertise will be consulted during the process of fabrication and installation.
4. Artist shall attend meetings with local experts, City staff, or other interested parties as designated by City. The times and dates of these meetings shall be subject to the mutual agreement of the parties.
5. City's approval of the Artist's Submittals shall not release Artist of the responsibility for the correction of mistakes, errors or omissions which may be the result of circumstances unforeseen at the time the Artist's Submittals were developed or approved.

Artist shall perform the following services to the satisfaction of City and within the deadlines set forth in EXHIBIT B:

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EXHIBIT B SCHEDULE OF PERFORMANCE

1. Commencement of Work. Artist shall commence work upon full execution of this Agreement. The following are milestone dates that must be met in accordance with this Agreement. Each date is in reference to the date of commencement of this agreement.

Complete Newspaper Rack Design

Artist submittal of Final Design Proposal to City for review	up to 2 weeks
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Staff review of Schematic Design Proposal	2-5 weeks
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Glass Panel Design

Artist Completion of Newspaper Article Collection	3-4 weeks
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Artist submittal of Newspaper Articles Permissions	4-8 weeks
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City approval of Newspaper Articles Permissions	6-10 weeks
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Artist submittal of Glass Panel Design to City for review	6-12 weeks
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City acceptance of Glass Panel Design	12-14 weeks
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Cost Estimates

Artist submittal of potential material vendors	12-14 weeks
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City compilation of Cost Estimates	14-18 weeks
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Fabrication and Installation

City order of materials	18-20 weeks
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City fabrication of Newsrack	20-48 weeks
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City installation of Newsrack	20-48 weeks
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2. Modification of Schedule. The parties agree that the Schedule set forth above may be modified only upon prior written authorization of the Director of Community Development Services.

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EXHIBIT C
COMPENSATION

1. Fee. Artist's fee for Artwork Design, including all expenses relating thereto, shall not exceed the sum of eleven thousand dollars (\$ 11,000). This fee includes but is not limited to the following costs: Design, research, marketing, legal fees, patent research, labor of assistants, materials, communication, and other indirect costs; travel expenses of the Artist for site visits and research.

2. Interim Payments. City agrees to pay Artist in installments as set forth in the schedule below and in accordance with the terms of Exhibit A and Exhibit B of this Agreement.

3. Payments on Account of the Artist's Services. Payments on account of the Artist's services and for Reimbursable Expenses shall be made monthly upon presentation of the Artist's statement of services rendered or as otherwise provided in this Agreement.

Payment for such services shall be made within thirty (30) days of receipt of an invoice, which invoices shall be in an amount that is commensurate with the percentage of completion of the services set forth in Exhibit A, supplemented with a monthly progress report inclusive of tasks identified in Exhibit B.

4. Reimbursables: City will not make any additional payment for Artist's expenses.

5. The parties agree that the Schedule for Payment set forth above may be modified only upon prior written authorization of the Director of Community Development Services.

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EXHIBIT D
INSURANCE REQUIREMENTS

Artist, at Artist's sole cost and expense for the full term of this Agreement or any renewal thereof, shall obtain and maintain the following insurance requirements:

These insurance requirements must be met prior receiving payments therefore under this Agreement. Artist will not be responsible for obtaining the Professional Errors and Omissions coverage for himself, as specified below, if in the determination of the City Attorney and Comptroller, Artist will not be performing services requiring such coverage. Artist shall be responsible for requiring persons retained by Artist to obtain Professional Errors and Omissions coverage, if the City Attorney and Comptroller determines that the services performed by Artist's subconsultants require such coverage.

A. Worker's Compensation and Employers' Liability Policy

This policy shall be written in accordance with the laws of the State of Illinois and providing coverage for any and all employees of contractor:

1. This policy shall provide coverage for Worker's Compensation (Coverage A).
2. This policy shall also provide coverage for \$100,000 Employers' Liability (Coverage B).

Exception

If, however, Artist does not have any employees and does not wish to cover himself for WORKERS' COMPENSATION, 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 required WORKERS' COMPENSATION COVERAGE.

B. Endorsements

1. Deductibles and Self-Insured Retention.

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Any deductibles or self-insured retentions must be declared to, and approved by, the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officials, employees, agents and contractors; or the Artist shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses in an amount specified by the City.

2. Other Insurance Provisions.

The policies are to contain, or be endorsed to contain, the following provisions:

a. All Coverages.

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, or reduced in limits except after thirty (30) days prior written notice has been given to the City.

C. Acceptability of Insureds

Insurance is to be placed with insurers acceptable to the City's Attorney and Comptroller.

D. Verification of Coverage

Artist shall furnish the City with certificates of insurance with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

Proof of insurance shall be mailed to the following address or any subsequent address as may be directed in writing by the City Attorney and Comptroller:

Department of Finance
Financial Services Division
400 South Vine Street
Urbana, IL 61801

E. Subconsultants

Artist shall include all subconsultants as insureds under their policies or shall obtain separate certificates and endorsements for each subconsultant.

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EXHIBIT E
SPECIAL PROVISIONS.

There are no special provisions to this Agreement.