

CITY OF OVERLAND PARK, KANSAS

AGREEMENT BETWEEN

CITY OF OVERLAND PARK, KANSAS AND THE ARTS AND RECREATION
FOUNDATION OF OVERLAND PARK, INC.

FOR FUNDING THE PURCHASE AND INSTALLATION OF
SCULPTURE AT OVERLAND PARK CITY HALL

THIS AGREEMENT is made and entered into this _____ day of _____, 20__, by and between the City of Overland Park, Kansas, hereinafter the “City”, and the Arts and Recreation Foundation of Overland Park, Inc. hereinafter the “Foundation.”

WITNESSETH:

WHEREAS, the City and the Foundation have agreed to cooperate with respect to the purchase and installation of sculpture on the grounds of the Overland Park City Hall at 8500 Santa Fe at a total cost not to exceed \$120,000.00.

NOW, THEREFORE, in consideration of the mutual agreements herein contained, the parties hereto have agreed, and hereby agree, the City for itself and its successors, and the Foundation for itself, and its successors, as follows:

ARTICLE I. RESPONSIBILITIES OF FOUNDATION

- A. Foundation shall be responsible for funding of a portion of the purchase and installation of sculpture currently known as “Blackbird” by Larry Young as outlined in the attached budget (Appendix A) not to exceed \$70,000.
- B. Foundation shall appoint two representatives to assist the City Arts Coordinator to serve as advisors on any design or installation decisions affecting the amount of the Foundation’s funding. These representatives shall be appointed by the Foundation President from the memberships of the Foundation Board of Directors and the Friends of Overland Park Arts Executive Committee.
- C. Foundation will make grants to the City on a monthly basis according to itemized invoices provided by the Arts Coordinator.
- D. Any increase(s) in the amount of funds to be provided by the Foundation shall require approval of the Foundation.
- E. Foundation shall provide the City with a timetable for the payment of any increased funds it may agree to pay.

- F. Foundation agrees that once the sculpture is installed, it becomes the property of the City and the ongoing maintenance of the installation will be the responsibility of the City.

ARTICLE II. RESPONSIBILITIES OF THE CITY

- A. The City shall be responsible for funding \$50,000 of the purchase price of the sculpture currently known as “Blackbird” by Larry Young from funds currently designated for public art in the Overland Park 2010 Capital Improvement Projects budget.
- B. The City will be responsible for the installation of the sculpture making payments to all suppliers, vendors and workers.
- C. The City shall establish a project oversight committee composed of the Director of Recreation Services, the Arts Coordinator, and the Foundation.
- D. The Arts Coordinator will provide the Foundation with itemized invoices on a monthly basis to request payment to the City for the items contained in each invoice.
- E. The City shall allow the Foundation an appropriate amount of time to raise funds to pay for any increase(s) in the scope of the project as agreed to by the Foundation.
- F. The City shall be responsible for maintenance of the sculpture upon completion of installation.

ARTICLE III. GENERAL PROVISIONS

- A. This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, whether oral or written, covering the same subject matter. It is understood and agreed between the parties that there shall be no waiver or modification of the Agreement unless such waiver or modification is first reduced to writing and signed by all parties hereto.
- B. All notifications to the Foundation shall be sent to the Executive Director, P.O. Box 26392, Overland Park, KS 66225, unless different notification information shall be given to the City in writing. All notifications to the City shall be sent to the Director of Recreation Services, City Hall, 8500 Santa Fe Drive, Overland Park, KS 66212, unless different information is given to the Foundation in writing.
- C. Either party may terminate this agreement if it becomes apparent during the planning process that there will be additional costs above what is outlined in this agreement. Either party may terminate this agreement during the planning process if any issues arise that are not acceptable or would make the project undesirable. Either party may terminate this agreement if the final cost estimates for the installation of the sculpture exceed the financial commitment of either party as outlined in this agreement.

IN WITNESS WHEREOF, the City of Overland Park, Kansas, has caused this Agreement to be executed on its behalf, thereunto duly authorized, and the Foundation has executed this Agreement in the prescribed form and manner, the day and year first above written.

CITY OF OVERLAND PARK, KANSAS

By _____
Carl Gerlach, Mayor

ATTEST:

Marian Cook, City Clerk

APPROVED AS TO FORM:

J. Bart Budetti, Attorney for City

THE ARTS AND RECREATION FOUNDATION OF OVERLAND PARK, INC.

By _____
Vicki Lilly, President

Larry Young Sculpture

Bid for Overland Park City Hall Sculpture Project
Bronze sculpture titled *Blackbird*: 10-12' high x 8' wide and 5' deep.
September 12, 2010

BID

- 1. Enlargement, casting and delivery to the site: \$100,000.**
- 2. Concrete base and installation: \$8000 (bid includes costs for concrete work, supervision by the artist or his designee (3-4 days), and the crane and operator to lift the sculpture into place.) For more detail, see specifications below.**
- 3. Insurance \$550.**

TOTAL COST: \$108,550.

Concrete Specifications for 7' diameter pier for *Blackbird*:

Dig a hole in the middle of the flowerbed 7' in diameter, 4'6" deep

Place and compact 6" of ¾" gravel for sub-grade

Reinforce with (2) mats using #4 rebar tied on 1' centers

Place 12" of 4000 psi concrete mix, and install (1) mat

Place 2' of 4000 psi concrete mix, and place the other mat.

This will total 4' of concrete.

Give light broom finish.

Stain the next day with black concrete stain.

24 hours later, spray and seal with acrylic curing compound.

Concrete work will be completed over a period of 2-3 working days, weather permitting.

Installation and Anchoring Specifications for *Blackbird*:

Lift bronze sculpture onto concrete pier.

- Drill (8) 1" holes into concrete 8" deep.
- Attach (8) ¾ " stainless steel bolts to the bottom of the sculpture.
- Lower sculpture to place bolts into the drilled holes in concrete pier.
- Fill holes with concrete epoxy to secure sculpture.
- Clean, wax, and polish sculpture.

Discussion of Accountability and Good Faith Coverage:

We called the insurance company we have worked with in the past on large commissions and were told that bonding insurance will be difficult to actually acquire at the present time due to hesitancy on the part of bonding companies to take on this type of a project. He suggested several possible alternatives of which the following is my preferred option (It is also the least expensive).

City of Overland Park and artist agree to alternative means to achieve accountability and "client good faith".

1. To verify accountability, the artist agrees to submit photographs showing timely progress on the project:

8700 N. Millsite Rd. Columbia, MO 65201 573-449-6810

nexus@socket.net www.youngsculpture.com