

CHAPEL HILL PUBLIC ARTS COMMISSION PERCENT FOR ART PROGRAM IMPLEMENTATION PROCEDURES

These policies govern the implementation of the Chapel Hill Percent for Art Program, as called for in Ordinance No. 2002-03-04/O-1, enacted by the Chapel Hill Town Council March 4, 2002, and the Resolution Regarding the Establishment of the Chapel Hill Public Arts Commission enacted by the Chapel Hill Town Council April 14, 2003.

PROGRAM ROLES AND RESPONSIBILITIES FOR ARTIST SELECTION

Chapel Hill Public Arts Commission (CHPAC)

The CHPAC will organize, facilitate and manage all public art commissions funded through the Town's Percent for Art program. CHPAC will identify and recommend to the Chapel Hill Town Council public art projects, and manage its artist selection and implementation processes; recommend to the Town Council proposed gifts of artworks and deaccession procedures; develop and administer programs and forums for community education about public art projects in the Town of Chapel Hill and elsewhere; assist the selected public artist with project research and community relations; and maintain an archive of public art projects in the Town of Chapel Hill. During the selection process, the CHPAC will note whether a newly commissioned work duplicates or complements the Town's permanent public art collection.

Artist/Art Selection and Recommendation Committees (aSc and aRc)

The tasks of the Artist/Art Selection Committee (aSc) and the Artist/Art Recommendation Committee (aRc) are to draft the criteria for artist selection, which will be articulated in the formal call for artists along with a comprehensive description of the proposed scope of services; interview and select an artist, artist team, or consultant; recommend the selection of an artist/artist team for a specific project or commission and/or artwork for purchase by the Town of Chapel Hill; and participate in oversight responsibilities of conceptual design, reviews, fabrication and installation of public artwork(s). The CHPAC will appoint members to each of these committees. The work of the Recommendation (aRc) and Selection (aSc) committees will overlap. All meetings of the aSc and the aRc will be open to the public and each other's membership. All statements of interest and qualification will be available for review during all meetings.

Artist Selection Committee (aSc)

The aSc will be comprised of representatives of the CHPAC, a designee of the Town Council, a designee of the Town Manager, community residents, designated project architect or landscape architect, representative(s) from appropriate Town department(s) where the project will be sited (if applicable), and outside arts professionals. It is recommended that in cases when the proposed project site is not supported or maintained by a particular Town department or agency, that the CHPAC solicit additional participants.

The aSc will first be convened to develop the public art project guidelines, criteria for selection of artist/artist team and/or artwork, and to draft the call for artists. The aSc will next meet to make final selections of artist/artist teams for interviews

once the aRc has reviewed qualifications. The final meetings of the aSc will be to interview artists/artists teams and then to make its selected recommendation to the CHPAC.

Artist Recommendation Committee (aRc)

In projects of appropriate size and scope, the aRc will be comprised of two to five (2-5) arts professionals and the primary project representative. In cases when there is not an apparent client, the appropriate Town board or Commission will be invited to join the aRc. The number of arts professionals on this committee will be determined by the number of submissions received and the size of the project. Arts professionals will be appointed to the aRc who possess knowledge of visual art, art history, architecture, landscape design, and/or arts administration; a representative of the CHPAC with similar knowledge may join this committee. Arts professionals, with the exception of the CHPAC representative, may be offered an honorarium for their time. Arts professionals who are asked to serve on the Committee must be impartial and without interest in the outcome of the recommendation and/or selection.

The responsibilities of the aRc are to initially participate in the development of the call to artists (if practical), and to systematically review each statement of qualification and interest in its entirety as submitted by the artists/artist teams. This committee will create a short-list of a minimum of eight (8) and a maximum of fifteen (15) artists/artist teams qualified for the project.

Once the short-list has been made, the aRc, in collaboration with the CHPAC representative, will develop a list of questions for each candidate. The CHPAC representative to this committee will contact each short-listed artist/artist team and interview them by telephone or email in response to these questions as well as contact professional references and/or project managers with whom the short-listed artist/artist team has worked. When feasible, it is encouraged that members of the aRc visit the studio of the short-listed artist/artist team. This information will be forwarded to the aRc, which will decide if they wish to conduct preliminary personal interviews with all or some of the short-listed artists/artist teams.

Selection of Artist/Artist Team

Following the recommendation of the aRc, the aSc will reconvene and decide which of the short-listed artists/artist team will be invited for interviews. If the project size and scope does not warrant an aRc, the members of the aSc will decide which of the artists/artist teams will be invited for interviews; the CHPAC representative will contact each artist/artist team and interview them by telephone or email in response to a uniform set of questions as well as contact professional references and/or project managers with whom the artist/artist team has worked. Members of the aRc will be asked to participate in this interview and selection process as non-voting advisors. The designated project architect/landscape architect will also participate but only in an advisory capacity. It is anticipated that during this phase of selection, both the aRc and the aSc may need to conduct their meetings over several consecutive days. These guidelines recommend that the aSc conduct interviews and make a final selection on separate days.

Should the aSc have difficulty in reaching a significant majority of votes in favor of an artist/artist team, the CHPAC recommends that the aSc review and discuss the

established criteria for selection in reference to the artists/artist teams. The CHPAC also suggests that a scaled score vote be considered to evaluate artists/artist teams. Discussion of individual strengths and weaknesses should be contrasted and evaluated against specific selection criteria; the opinions of the arts professionals and the project architect and/or project landscape architect should be solicited.

PROGRAM ROLES AND RESPONSIBILITIES DURING DESIGN

CHPAC

Throughout the life of a public art commission, CHPAC shall be the primary contact for the artist, and will be responsible for the administration of all phases of work (contract negotiation, preliminary design, final design, cost estimating, fabrication, delivery, installation, maintenance schedules and procedures, project documentation, title to artworks, artist compensation, and copyright licensure.)

Town of Chapel Hill

The Town of Chapel Hill will assist the CHPAC and the artist/artist team to ensure that the project is successfully completed. The Town of Chapel Hill will review and sign a contract with the artist/artist team and appoint a project manager from the Town staff to serve as a liaison to the CHPAC. The Town will contract with the CHPAC to manage the Percent for Art program; an annual Performance Agreement between the Town of Chapel Hill and the CHPAC will specify responsibilities and authorities of the CHPAC with regard to percent for art projects. The Town of Chapel Hill will advise the artist/artist team regarding materials' maintenance because the Town will care for and maintain the artworks in its collection.

Artist/Artist Team

The artist/artist team will collaborate with the CHPAC throughout the life of the project. It is expected that the artist/artist team will complete work according to the following phases of design: preliminary/conceptual design, final design development, fabrication, delivery and installation, release of title to the Town of Chapel Hill, and documentation of artworks. A standard Chapel Hill Percent for Art contract shall prevail. The artist/artist team shall be available to review each phase of design and cooperate with designated project representatives. The artist may not be employed by or related to a member of the prime consultant's firm, employed by the Town of Chapel Hill, or be a member or related to a member of the CHPAC. The Town of Chapel Hill's Conflict of Interest Policy shall govern all financial arrangements and transactions among the CHPAC, the Town, and the artist/artist team.

The artist/artist team will provide the CHPAC with instructions and a schedule for the proper maintenance of the public artwork. The artist/artist team will be contractually obligated for any remedial maintenance necessary less than two years from the date of acceptance of the artwork by the Town of Chapel Hill.

Oversight Committee

In projects of sufficient scope, magnitude and/or scale, or when requested by the CHPAC, the artist/artist team, and/or the Town, an Oversight Committee will be established to monitor all work by the artist/artist team under the terms of the contract. The Oversight Committee will be comprised of individuals whose department or agency is directly affected by the public artworks, a designee of the Town Manager's office, the

CHPAC, and the architect- or landscape architect-of-record, if applicable. This Committee will meet on a regular basis with the artist/artist team and serve as a preliminary review panel for all proposals and approvals prior to the commencement of the next phase of work. The Oversight Committee will be charged with recommending appropriate communication procedures to inform department or agency staff about the progress of the project(s) as well as alert the artist/artist team of any potential complications associated with the design, fabrication, delivery and/or installation of the public artworks.

PROJECT IDENTIFICATION

Annual Public Art Plan

Annually, the CHPAC will present to the Chapel Hill Town Council recommended projects for Percent for Art funds and commissions. To determine whether a project qualifies as a Percent for Art project, the CHPAC in cooperation with the Town Manager's office, shall review the proposed Capital Improvement Project (CIP) list, from which the CHPAC will evaluate the appropriateness of any particular project for either the purchase of a work of art or a site specific, original artwork. The Annual Public Art Plan will thus identify specific sites for public artworks whether purchased or commissioned. The CHPAC Annual Public Art Plan will be presented to the Town Council during its annual budgeting process in the spring. When the Town Council has adopted a budget that reflects the Plan as recommended or amended, then the Plan shall guide Percent for Art efforts begun in that fiscal year. The Annual Public Art Plan will also contain recommendations for the maintenance and conservation of works of art in the Town's collection.

The Town of Chapel Hill will maintain accounts eligible to receive and hold grants, gifts, and other revenue received by the Town and/or the CHPAC for the acquisition, selection, establishment, maintenance and/or deaccession of works of public art, as well as accounts established for each separately identified percent for art project. Upon approval by the Town Council, each approved percent for art project will have a separate line item for public art in the overall project account. These accounts will be administered by the Finance Department of the Town of Chapel Hill. It is also understood that the annual budget for the Town of Chapel Hill shall note all capital improvement projects and their annual allocation; the CHPAC will cite in its Annual Public Art Plan any recommended use of account balances, which are derived annually as one-percent from all eligible Capital Improvement Projects less those line items identified as site specific.

Purchase or Receipt of Gift

An artwork that already exists may be purchased or accepted as a gift for a specific site. The artwork may be by a living or deceased artist. The artwork may be purchased or received from the artist, his/her estate, a gallery, or a collector. Proposed gifts to the Town of works of art, or of funds for the acquisition of works of art, will be reviewed by the CHPAC and will be subject to the CHPAC Gift Review Policy. Final decisions on the acceptance of gifts of artwork by the Town shall be made by the Town Council, as specified by the Town Council's policy on acceptance of gifts.

Conservation

If an artwork already exists at the site of the overall capital project site, the CHPAC may elect to restore or conserve that artwork instead of commissioning or purchasing a new work.

Project Approvals and Organizational Processes

All artists, acquisitions, and conservation projects must be presented to and approved by the CHPAC and the Town Council. A quorum must be present at a duly called meeting of the CHPAC. Approval shall be according to CHPAC bylaws. Prior to the CHPAC's review of a proposed project and/or acquisition, technical feasibility and maintenance acceptability will be investigated and approved by CHPAC and other project consultants with knowledge of the project site. In cases when the CHPAC collaborates with another organization or government, it is understood that both entities need to approve the artist, acquisition, or project.

Following CHPAC approval, the recommended artist/artist team, acquisition, and/or conservation-restoration effort must be authorized by the Town Council. Upon authorization, a contract for commission, purchase or use of Percent for Art funds will be executed by the Town Manager in cooperation with the CHPAC. Preliminary drafts of contracts will be written by the CHPAC in consultation with the artist/artist team.

PROJECT IMPLEMENTATION

Methods for Selection of Artist/Artist Teams and/or Artworks

An artwork may be commissioned for a site using a variety of methods. Open competitions will be widely publicized. Announcements will inform artists of the method of selection and of submission requirements. These methods will include, but not be limited to:

Request for Qualifications (RFQ): Artists are asked to submit slides and/or examples of their previous work and professional history;

Limited call: Artists identified by the CHPAC are invited to submit qualifications and/or site specific proposals;

Request for Proposals (RFP): Artists are asked to submit a detailed proposal for a specific site. The CHPAC will determine the amount of an honorarium to give an artist/artist team to develop a proposal; no artist/artist team will be asked to work on behalf of the Town of Chapel Hill or the CHPAC without compensation. All proposals requested by the CHPAC for a public art commission will be delivered in a standard and uniform manner as determined by the CHPAC and presented to the artist/artist team in writing. The CHPAC will set dimensions for all presentation boards, font size, length and subject for all written materials, artist/artist team biographical information, professional experience, and design statements. Three-dimensional proposals will similarly adhere to predetermined standard formats.

Design Processes and Approvals

The following typical phases of design, fabrication, and installation shall guide all Percent for Art projects.

Scope of Preliminary Design

Once an artist/artist team has been selected and a contract executed, the artist/artist team will work with the CHPAC to complete a scope of services that will include, but not be limited to, the identification of any special studies relevant to the successful execution of the artwork(s) and all necessary consultants to the artist for the project; design documents that fix and describe the size and character of the artworks with respect to their relationship to the project site(s); a preliminary fabrication and installation schedule that considers any new or renovated building construction; scaled drawings; a written statement describing the concept for the artworks; colored drawings or computer-generated color images in plan and elevation, and/or three-dimensional models of the proposed artwork(s). This work will be presented by the artist/artist team and reviewed by the CHPAC as well as any other relevant parties identified in the contract. The artist will also present and review this work with public constituencies as recommended by the CHPAC.

Scope of Final Design

Upon written approval of Preliminary Design, and as defined in the artist's/artist team's contract, the artist/artist team may commence Final Design. Final Design documents shall consist of detailed drawings of the artwork(s) showing material selections and finish specifications; final color and material samples; proposed methods of fabrication; a cost estimate that details the final costs associated with completing the artwork(s), including design, fabrication, transportation, delivery installation, and post-installation maintenance of the artwork(s) as recommended by the artist/artist team; a written final recommendation of all of the required processes, and an estimate of annual costs to maintain the artwork(s) in "like new" condition in the climate and environment of Chapel Hill, North Carolina. Such estimate should include, but is not limited to, labor-hours for typical custodial/grounds workers, materials, special equipment and attention or inspection by art experts; and, a written description of the artwork(s) appropriate for public dissemination. Any necessary building code review will be completed during this phase of work. Final Design drawings shall also detail all interface between the artwork(s) and building architecture, structure, mechanical electrical & plumbing systems, and other construction elements as may be required. The artist shall present the above deliverables to the CHPAC for review and approval, and review this information with public constituencies as recommended by the CHPAC.

Scope of Fabrication Services

Upon written approval of Final Design, and as defined in the artist's/artist team's contract, the artist/artist team shall commence Fabrication of the artwork(s). Services to be completed during Fabrication include, final schedules for delivery and installation of the artwork(s); coordination with the project architect and/or the Town should new construction or renovation be occurring at the public art site; and, drawings will illustrate the support system(s) for the artwork(s) and the building structure to which the artwork(s) will be attached; (the artist shall be provided with all relevant specifications and construction drawings for those sites where the artwork(s) will be installed.) It is understood that the artist will fabricate or cause to have fabricated artwork(s) in accordance with previously approved design proposals; any significant change or deviation in the scope, design, color, size, material, texture, or location of the artwork(s) must be approved by the CHPAC and the Town in advance and in writing. The artist/artist team is expected to provide progress reports and

photographic documentation of the work(s) to the CHPAC and the Town at 50% and 75% completion.

Delivery and Installation

The artist/artist team is responsible for providing detailed descriptions and installation instructions for the artwork(s), including recommended equipment and site preparation. The artist/artist team will supervise or cause to be supervised the packing, crating, and transportation of the art to the project site(s). The artist/artist team will oversee the installation of the artwork(s) in accordance with previously approved delivery and installation schedules. This work shall be coordinated with the Town and any on-going construction at the project site(s), if applicable. All artwork(s) commissioned or purchased by the Town at the recommendation of the CHPAC shall be free of liens.

Documentation

The artist/artist team is responsible for the delivery of two sets of three different 35mm color slides taken from three different viewpoints of each of the artworks; two sets of three different 8 x 10 glossy black and white prints of each of the artworks taken from different viewpoints; and, a set of three different views of each of the artworks in digital form. These products must be of sufficient quality to serve as a guide to future conservation.

Contractual Obligations

The contract between the artist/artist team and the Town of Chapel Hill shall articulate compensation and payment schedules; title obligations; warranties; insurance thresholds; indemnification clauses; notices of and procedures for termination; suspension of performance; delays; copyright provisions; credits; repair and maintenance; waivers; governing law; assignment; amendments; non-discrimination clauses; mediation remedies; and other articles as deemed relevant and necessary by the CHPAC, the artist/artist team, and/or the Town of Chapel Hill.

PUBLIC INFORMATION FORUMS

From time to time during the life of the public art project it may be advisable for the CHPAC to hold public forums concerning proposed designs for public artwork. The CHPAC should take advantage of all opportunities to solicit public opinion and response. If objections to the artwork concepts are raised during a public review of a proposed project, these comments will be taken into consideration by the artist/artist team and the CHPAC. These concerns may result in the redesign of the artwork or its concept.

MAINTENANCE

Every two years, the CHPAC will conduct thorough site visits to each work of art in the Town's collection commissioned or acquired through this Percent for Art program. The CHPAC will document any necessary and substantive maintenance, which will be reported to the Town Manager. Maintenance includes, but is not limited to, damage; deterioration from environmental factors or time; structural problems that compromise the integrity of the work; or cleaning. The CHPAC, in consultation with the artist/artist team if living, will recommend to the Town Manager a professional arts conservator with whom a contract will be executed.

DEACCESSIONING

Review of the status of a public artwork will be the responsibility of the CHPAC. Issues of removal and relocation will be undertaken cautiously, and in accordance with the CHPAC's deaccession policy. The CHPAC will seek to protect the integrity of the artwork and the process that brought it into being, while keeping in perspective reasonable rights of the community, owner, and the artist.

GLOSSARY

For the purpose of successfully implementing these procedures, the following definitions shall apply unless otherwise specifically stated. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular, and words in singular number include the plural.

Aesthetic

Psychological and sensory responses to the idea of beauty.

Artist

A professional, fine artist usually, but not necessarily, trained in the visual arts.

Artist-Art Review Committee (aRc)

The aRc will be comprised of two to five (2-5) arts professionals who possess knowledge of visual art, art history, architecture, landscape design, and/or arts administration; a representative of the CHPAC with similar knowledge may join this committee. Arts professionals who are asked to serve on the Committee must be impartial and without interest in the outcome of the recommendation and/or selection, and may not be associated with the prime consultant, the Town of Chapel Hill nor the CHPAC.

Artist-Art Selection Committee (aSc)

The aSc will be comprised of approximately twelve (12) people. Representatives of the CHPAC, a designee of the Town Council, a designee of the Town Manager, community residents, designated project architect or landscape architect, representative(s) from appropriate Town department(s) where project will be sited (if applicable), and outside arts professionals will be included on this committee. It is recommended that in cases when the proposed project site is not supported or maintained by a particular Town department or agency, that the CHPAC solicit additional participants.

Arts Professional

An individual having outstanding knowledge in the visual arts field, and is generally, but not limited to, an art historian, curator, arts administrator, critic, artist, or design professional such as an architect or landscape architect.

Call for Artists

Electronic and/or printed information that defines a project and asks artists to respond with a statement of interest or qualifications.

Collaboration

To work together in a common undertaking.

Command of Medium

Demonstration of expertise with specific material(s).

Composition

The combining of parts to create a unique whole.

Construction Credits

The transfer of construction costs to public artworks that are designed to replace specific building components (ie: flooring, roofing, seating, etc)

Contextually Appropriate

Artwork relevant and sensitive to its placement, site, or organizational theme.

Contract

A written, legal document specifying terms and conditions between or among parties with mutual interest.

Design

Response to a site or idea as defined programmatically.

Design Competition

When two or more artists prepare formal responses to a design problem. Competitions are usually compensated (fee and expenses) and may provide the client with an understanding of the artist's thoughts and skills.

Form/Formal Response

Application of artistic and/or design elements and principles, used to convey meaning in an artwork.

Innovative Design

A work that exemplifies a new method or synthesis.

Integration

The organization of various materials or ideas to create a whole.

Interpretation

A personal conception or expression of a work of art.

Materials

What something is made of; its constituent parts.

Methodology

The logic or order used to make a hypothesis or reach a conclusion.

Permanent Artwork

Artworks exhibited with expectation of indefinite duration.

Prime Consultant

The firm, usually architecture, landscape architecture, or engineering, that is responsible for the design of the overall project that the artwork is connected to. In cases where

there is no prime consultant, the Town Manager will assume the prime consultant's responsibilities as outlined in these Percent for Art Program Implementation Procedures.

Process

The operational steps to make something.

Public

Community rather than private interests.

Public Artwork

Usually all forms of visual art conceived in any medium, material or combination thereof, which are placed in areas accessible or visible to the public. Works may be permanent, temporary, or functional. Public art does not include any architectural or landscape design, except when commissioned and designed by an artist.

Request for Proposal (RFP)

Artists are asked to submit a detailed proposal for a specific site or project.

Request for Qualification (RFQ)

Artists are asked to submit slides and/or examples of their previous work and professional history.

Style

A manner or mode of expression distinct from the ideas expressed and descriptive of construction, design and execution.

Temporary Artwork

Artworks exhibited for a limited duration.