



CITY OF CRYSTAL LAKE  
REQUEST FOR PROPOSAL  
ARTWORK COMMISSIONING: SCULPTURE

Dated: August 26, 2024

PROJECT MILESTONES	
Release RFP	August 26, 2024
Deadline for Questions	September 20, 2024 at 5:00 p.m.
<b>Deadline for Submission of Proposals</b>	<b>September 26, 2024 at 10:00 a.m.</b>
Evaluation of Proposals and Selection Process	October 2024
Interview Finalists (optional)	October 2024
Award of Agreement	TBD

City of Crystal Lake

100 W Woodstock Street

Crystal Lake, IL 60014

Nick Hammonds, Deputy City Manager

[nhammonds@crystallake.org](mailto:nhammonds@crystallake.org)

Published Legal Notice

LEGAL NOTICE

FOR IMMEDIATE RELEASE

REQUEST FOR PROPOSALS

The City of Crystal Lake will be accepting sealed request for proposals in accordance with specifications for Sculpture Commissioning. The City of Crystal Lake Procurement Services, and its service provider, QuestCDN, are the only authorized sources of proposal information. Instructions for the request for proposals are available on the City's website at [www.crystallake.org](http://www.crystallake.org). All request for proposals must be submitted by 10:00 a.m. on September 26, 2024.

## INSTRUCTIONS FOR SUBMISSION OF PROPOSAL

### **1. GENERAL**

1.1 Overview: This Request for Proposals (including any addenda that may be issued) (collectively the “RFP”) is issued by the City of Crystal Lake (“City”). The RFP process is a method of procurement permitting discussions with responsible Artists and revisions to proposals prior to award of an agreement. Proposals will be opened and evaluated in private. Award will be based on the criteria set forth herein.

1.2 Examination of Documents: Prior to submitting a proposal, Artists are advised to carefully examine the project scope and work tasks to be accomplished, specifications, insurance requirements and required affidavits; it is an Artist’s responsibility to be thoroughly familiar with all conditions, instructions and specifications governing this proposal. If a proposal is accepted, the Artist shall be responsible for compliance with all requirements of this RFP, and the City will make no allowance for any errors in the Artist’s proposal resulting from failure or neglect to comply with these instructions and the terms of this RFP.

1.3 Form of Proposal: Proposals shall be made in accordance with these instructions. Proposals shall be submitted on the forms provided herein by the City. Additional information, as requested by the City, shall be submitted in accordance with instructions contained within these documents. Failure to execute proposals as required may be, at the sole discretion of the City, a cause for rejection.

1.4 Execution of Proposal: Proposals shall be signed by the submitting Artist. If the Artist is a member of a corporation, the proposal shall bear the name of the corporation, and be signed by the president and secretary of the corporation. Should the proposal be signed by an officer(s) other than the president and secretary of the corporation, the proposal must be accompanied by an affidavit authorizing such officer(s) to bind the corporation.

1.5 Incurred Costs: The City will not be liable in any way for any costs incurred by Artists in replying to this Request for Proposal.

1.6 Questions: **Should the Artist require additional information or have questions about this proposal, submit questions via email to only the following City staff member: Deputy City Manager Nick Hammonds at [nhammonds@crystallake.org](mailto:nhammonds@crystallake.org). Questions must be submitted prior to 5:00 PM on September 20, 2024.**

## 2. SUBMITTAL INSTRUCTIONS

2.1 Copies: Artists must submit a sealed envelope with one copy of the proposal. E-mailed copies will not be considered compliant with this criteria.

2.2 Delivery: All proposals shall be submitted in a sealed envelope to office of the City Manager at City Hall by the specified closing time for receipt of the proposals. The sealed envelope shall carry the following information on the face: Artist name and address, and labeled as follows:

Sculpture Commissioning – Proposal  
City of Crystal Lake  
ATTN: Nick Hammonds, Deputy City Manager  
100 W. Woodstock Street, Crystal Lake, IL 60014

2.3 Delivery Method: Proposals may be submitted in person at City Hall during regular office hours, Monday through Friday, between 8:00 am and 5:00 pm. Where proposals are sent by mail or courier service, the Artist shall be responsible for actual delivery to the City prior to the designated date and hour for opening.

Subject to Section #16.4, ***proposals must be submitted no later than 10:00 a.m., local time on Thursday, September 26, 2024 (the "Submission Deadline")***. No consideration will be given to proposals received after the Submission Deadline. If delivery is delayed beyond the Submission Deadline, proposals thus delayed will not be considered and will be returned unopened.

2.4 Electronic Delivery: Proposals transmitted by facsimile (fax) or e-mail will not be accepted.

2.5 Disclaimer: No responsibility will be attached to the City for the premature opening or non-opening of a proposal not properly addressed and identified in accordance with these instructions, except as otherwise provided by law.

2.6 Withdrawal: Proposals may be withdrawn prior to the Submission Deadline by written request. However, no offer shall be withdrawn within the one hundred twenty (120) calendar day period after the Submission Deadline. Artists withdrawing their proposal prior to the Submission Deadline may still submit another proposal if done in accordance with these instructions.

2.7 Exceptions to Specifications: Any exceptions to these specifications shall be identified in the proposal and fully explained on a separate page entitled "Exceptions to Specifications." Any "Exceptions to Specifications" should be prepared by the Artist to be attached to, and submitted as part of, the proposal with all the required documents by the Submission Deadline. Each exception must refer to the page number and paragraph to which it pertains. The nature of each exception shall be fully explained. Artists are cautioned that any exceptions to these specifications may be cause for rejection of the proposal. Should an Artist submit a proposal where any exception is not clearly marked, described and explained, the City will consider the proposal to be in strict compliance with these specifications. If then awarded an agreement, the successful Artist shall comply with all requirements in accordance with these specifications.

### **3. PROPOSAL DOCUMENT**

The proposal shall include all the following sections in the order provided below.

3.1 Summary cover letter.

3.2 Detailed scope of work. The Artist should detail how it will accomplish the deliverables described in Section #7, #8, #9, #10, #11, and #12. Provide a narrative demonstrating the exact type and nature of the Artist's proposed services and how these services will accomplish the City's goals.

3.3 N/A.

3.4 Engagement Examples. A summary listing of similar engagements and final outcomes.

3.5 Proposed Project Timeline. A timeline for completing the proposed services and estimated completion date.

3.6 References. Provide the City with evidence of experience and familiarity with the work specified and the ability to undertake the proposed work. The reference page in section #39 of this RFP shall be completed by the Artist and submitted with the proposal and shall list five (5) references. The references should reflect projects similar in scope to those described in this RFP.

Provide five (5) references from the last five (5) years demonstrating experience working with municipalities or private organizations on projects with similar scopes and services. Include the following information: a description of the project, client name and contact information including their email address, scope of services delivered, duration of service, and final fee. High scoring proposals will provide one or more references that include successfully completed engagements in the Midwest region of similar size.

3.7 Fee Proposal. The proposed fees should be presented per the instruction outlined in section #13 of this RFP using the proposal sheet provided herein, section #44.

3.8 Affidavits: as identified in this RFP.

### **4. BASIC QUALIFICATIONS AND EVALUATION CRITERIA**

4.1 All Artists must be qualified and demonstrate the capability to provide services required in accordance with the specifications. Proposals shall be evaluated using the criteria identified in section 4.2. Artists meeting the basic qualifications will have their proposals evaluated for both technical qualifications and price.

4.2 Evaluation Criteria. Proposals will be evaluated and may be ranked on the basis of the criteria in this section. The criteria in this section will be considered during the evaluation process (not listed in order of priority). It is within the City's sole discretion to determine the value assigned to each of these criteria:

4.2.1 Comprehensiveness of proposal in addressing proposal specifications, and whether the proposal represents an understanding of the City's needs.

4.2.2 Experience and qualifications of Artist, including qualifications of people and resources assigned to the project. This will include an evaluation of the Artist's experience with projects of similar scope to those described in the City's proposal.

4.2.3 References.

4.2.4 Fees. Proposal pricing will also be taken into consideration in the process of determining which proposal(s) is/are the most advantageous based on the City’s assessment.

4.3 Interviews and Supplemental Information. The City shall review all RFP proposals and may select one or more finalists for interviews. In addition, the City may require the submission of supplemental materials.

**5. CONFIDENTIALITY**

5.1 Proprietary and Confidential: Consideration will be given to requests to maintain confidentiality for certain proprietary or confidential information provided in a proposal. If the Artist desires to maintain confidentiality for specific information, the pages containing the information should be clearly marked on the proposal as “Proprietary and Confidential.” In no event should all pages of the proposal be so marked. The proposal should include a separate written request clearly evidencing the need for confidentiality. The City shall examine proposals to determine the validity of any written requests for nondisclosure of proprietary data identified.

5.2 Post-Award: After award of the agreement, all responses, documents, and materials submitted by the Artist pertaining to this RFP will be considered public information and will be made available for inspection, unless confidential in accordance with section # 5.1 or otherwise determined by the City. All data, documentation and innovations developed as a result of these contractual services shall become the property of the City. Based upon the public nature of the RFP, an Artist must inform the City, either pursuant to section # 5.1 or in a separate writing delivered within two business days after the award of the agreement, of the exact materials in the proposal that the Artist believes should not be made a part of the public record in accordance with the Illinois Freedom of Information Act.

**6. CALENDAR OF EVENTS (Tentative and subject to change)**

DATE	ACTIVITY
August 26, 2024	Proposal available
September 20, 2024 at 5:00 p.m.	Last day to submit questions and requests for clarification.
<b>September 26, 2024 at 10:00 a.m.</b>	Deadline for RFP Submission.
October 2024	Evaluation of proposals received
TBD	Consideration of Award of Contract

## SCOPE OF WORK

### **7. NATURE OF SERVICES REQUIRED**

The City of Crystal Lake is seeking proposals from Artists for the commissioning of an original art sculpture to be placed at the roundabout located at the intersection of Congress Parkway and Exchange Drive.

### **8. THE CRYSTAL LAKE PLAN OVERVIEW**

The City of Crystal Lake established a Public Arts Commission to identify locations for the installation of art pieces, and to evaluate pieces of art proposed for installation. The Public Arts Commission is seeking proposals for the commissioning and installation of a unique sculpture at the Congress Parkway and Exchange Drive roundabout. Artists shall submit a proposed concept for the location for the Public Arts Commission's consideration. Finalists will present their proposed art piece to the Public Arts Commission at a future Commission meeting. The Commission meeting will be a public meeting in accordance with the Illinois Open Meetings Act. The Public Arts Commission will score each proposal and presentation, and an awarded Artist will be required to enter into a contract with the City of Crystal Lake for the sculpture commissioning.

### **9. THE LOCATION**

The awarded Artist will place their sculpture at the center island of the roundabout (pictured below). The center island contains a concrete pad with nearby electric utilities available. The roundabout will have vehicles passing by at all hours of the day. In addition, there is pedestrian access as shown in the picture below.



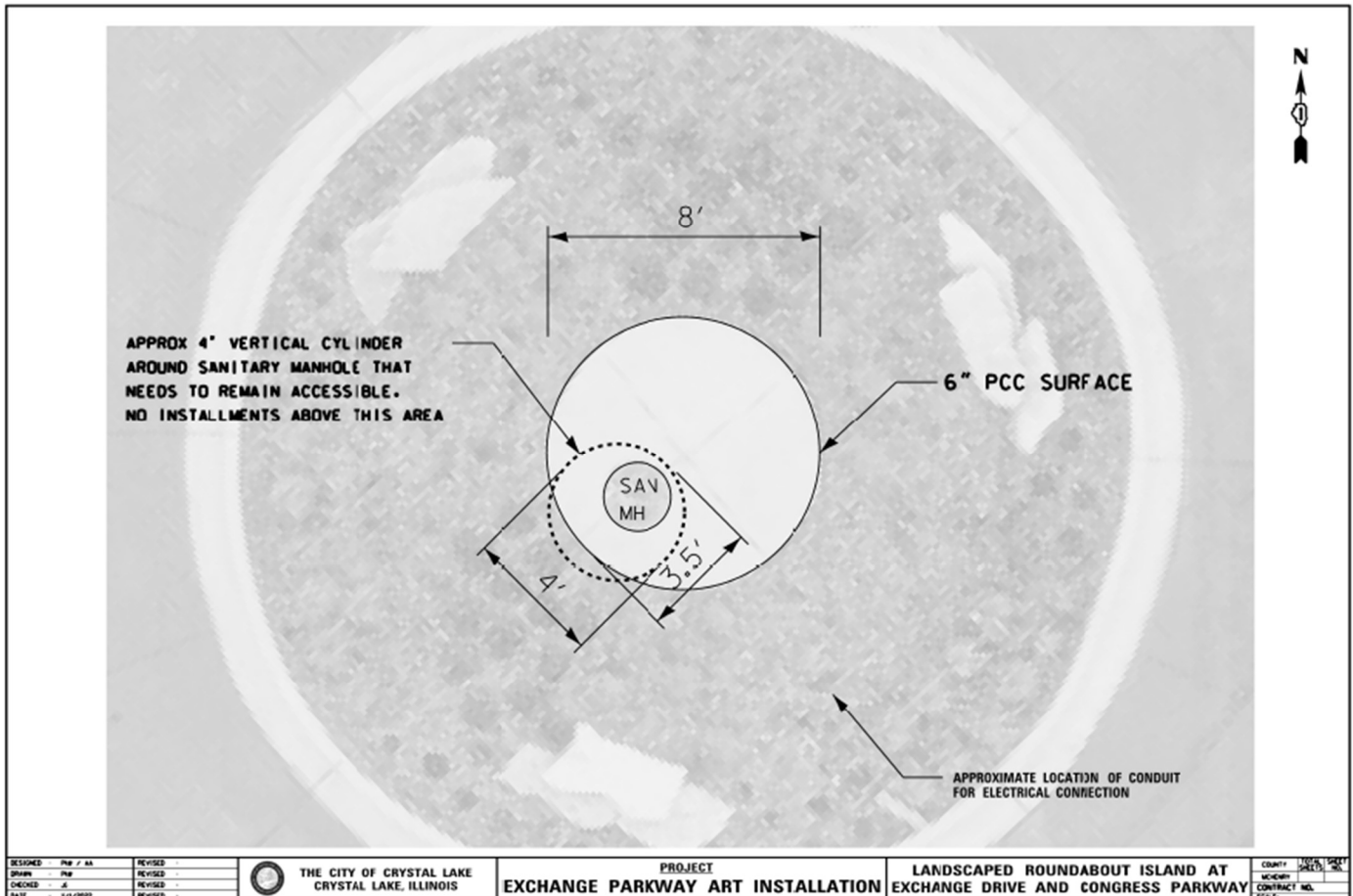
## 10. SCULPTURE SPECIFICATIONS

The following specifications are recommended for the art sculpture:

- The sculpture shall be aesthetically pleasing.
- The sculpture may not depict nudity, political ideology, or vulgar language.
- Size of the sculpture shall appropriately fit with the size of the location.
- An original sculpture that highlights the history of the City of Crystal Lake.
- Design qualities may be intricate, but must be able to be seen from a long distance.
- The sculpture must be made of a durable material to withstand outside elements consistent with all four seasons in Northern Illinois.
- The structure of the sculpture shall include provisions (tabs, flanges, etc.) to allow the sculpture to be bolted to the concrete slab.

## 11. INSTALLATION

The awarded Artist shall be responsible for transporting and installing the sculpture on the concrete pad. There is a manhole in the concrete pad that must not be disturbed. Please see the following depiction of the site:





## **12. MAINTENANCE REQUIREMENTS**

It is the City's intent to install an aesthetically pleasing sculpture that is well maintained. The awarded Artist shall enter into an agreement with the City of Crystal Lake to commission the sculpture. The Artist shall submit a maintenance plan to the City of Crystal Lake to ensure the long-term durability of the sculpture.

## **13. FEE PROPOSAL**

13.1 Total All-Inclusive Maximum Price: The fee proposal shall contain all pricing information relative to performing the services as described in this request for proposals. Pricing Sheet is included as item # 44 in this request for proposal. Failure to submit pricing using the proposal sheet provided herein may result in a reduction in evaluation ranking. The total pricing is to contain all costs, including purchase of materials, sculpting labor, installation, and future maintenance.

It is expressly understood that your response and fees will be valid for a period of one hundred-twenty (120) days after the Submission Deadline.

## **GENERAL TERMS AND CONDITIONS**

## **14. INTENT**

It is the intent of the City of Crystal Lake ("City") to enter into an agreement with a reputable Artist for the commissioning of a sculpture.

## **15. TERM OF AGREEMENT**

- 15.1 A mutually agreed upon term concluding with the final delivery and installation of the completed sculpture. The term end will be determined based upon the awarded artist's proposed end date for delivery and installation of the finished product.
- 15.2 For any services performed beyond the project term, this agreement is contingent on the appropriation of sufficient funds; no charges shall be assessed for failure of the City to appropriate funds in future years.

## **16. AWARD**

- 16.1 Agreement will be awarded to the Artist who is deemed to be the best qualified to perform in accordance with the terms and conditions of the agreement.
- 16.2 Following the initial review of proposals, the City may request the short-listed Artists to make presentations to the City in order to clarify or verify the proposal and/or to develop a comprehensive assessment of the proposal. Presentations are at the option of the City and may not be required.
- 16.3 The successful Artist will be required to enter into an agreement for professional services with the City of Crystal Lake, a copy of which is enclosed as Exhibit A. Proposals may be withdrawn at any time prior to the Submission Deadline, and withdrawal of a proposal will not prejudice the right of an Artist to file a new proposal.

- 16.4 The City of Crystal Lake reserves the right to accept or reject any or all proposals, waive minor informalities, to cancel, delay or suspend all or any part of this RFP and to award a contract deemed to be in the best interests of the City. Further, the City reserves the right to issue subsequent requests for proposals, postpone opening for its own convenience through a formal addendum to this RFP, remedy technical errors or waive non-material irregularities in the RFP process and negotiate with any, all or none of the Artists.

**17. RESERVATION OF RIGHTS**

The City reserves the right to accept an Artist's proposal that is, in its judgment, the best and most favorable to the interests of the City and of its residents; to accept any item (s) of an Artist's proposal; to reject, any portion or all of an Artist's proposals; to accept and incorporate corrections, clarifications or modifications following the opening of the Artist's proposals when to do so would not, in the City's opinion, prejudice the proposal process or create any improper advantage to any Artist; and to waive irregularities and informalities in the proposal process or in any Artist's proposal submitted; provided, however, that the waiver of any prior defect or informality shall not be considered a waiver of any future or similar defects or informalities, and Artists should not rely upon, or anticipate, such waivers in submitting the Artist's proposals. The enforcement of this Reservation of Rights by the City shall not be considered an alteration of the proposal.

**18. DOCUMENT OBTAINED FROM OTHER SOURCES**

The City of Crystal Lake is the only official source for proposal packages and supporting materials. All Artists are advised that proposals that do not conform to the requirements of this proposal package, including compliance with and attachment of all addenda and other notices, may, at the City's discretion, be rejected as non-responsive and/or their proposal disqualified.

**19. CONTACT WITH MUNICIPAL PERSONNEL**

Artists shall limit their contacts with the City's elected officials and employees of the City (collectively, "City Personnel") regarding this RFP to the person(s) and in the manner(s) designated herein. The City Manager or his/her designee reserves the right to disqualify any Artist who does not comply with this provision.

**20. DISCLOSURE OF POTENTIAL OR ACTUAL CONFLICT OF INTEREST**

- 20.1 State law, the City Code, and the City's "Purchasing Policy and Procedures" (a copy of which is available from the City upon request) prohibit public officials or employees from performing or participating in an official act or action with regard to a transaction in which they have or they know that they will acquire a financial interest, without full public disclosure of such interest. This disclosure requirement extends to certain extended family members of officials and employees. The Artist is expected to be familiar with the requirements of these laws and policies (collectively, the "Conflict of Interest Restrictions").
- 20.2 To ensure full and fair consideration of all proposals, the City requires all Artists, including owners or employees, to investigate whether a potential or actual conflict of interest exists between the Artist and the City, its officials, and/or employees as set forth in the

Conflict of Interest Restrictions. If the Artist discovers a potential or actual conflict of interest, the Artist must disclose the conflict of interest in its proposal, identifying the name of the municipal official or employee with whom the conflict may exist, the nature of the conflict of interest, and any other relevant information. The existence of a potential or actual conflict of interest does NOT, on its own, disqualify the disclosing Artist from consideration. Information provided by the Artist in this regard will allow the City to take appropriate measures to ensure the fairness of the proposal process. By submitting a proposal, all Artists acknowledge and accept that, if the City discovers an undisclosed potential or actual conflict of interest in violation of the Conflict of Interest Restrictions, the City may disqualify the Artist and/or refer the matter to the appropriate authorities for investigation and prosecution.

## **21. SILENCE OF SPECIFICATIONS**

The apparent silence of specifications as to any detail or apparent omission from a detailed description concerning any portion of this RFP shall be interpreted as meaning that only the best practice shall prevail.

## **22. RESPONSIVE PROPOSAL**

- 22.1 All proposals must conform in all material respects to the requirements set forth in the RFP. Artists are hereby notified that any exceptions to the requirements of this RFP may be cause for rejection of the proposal.
- 22.2 Artists shall promptly notify the City of any ambiguity, inconsistency or error which they may discover upon examination of the RFP documents. Interpretations, corrections and changes will be made by addendum. Each Artist shall ascertain prior to submitting a proposal that all addenda have been received and acknowledged in the proposal.

## **23. MODIFICATIONS**

Artists shall be allowed to modify/withdraw their proposal prior to Submission Deadline. Once proposals have been received and opened, they cannot be changed or withdrawn unless requested in writing and approved by the City.

## **24. INSURANCE**

- 24.1 The Artist shall maintain for the duration of the agreement, insurance purchased from a company or companies lawfully authorized to do business in the state of Illinois and having a rating of at least A-minus as rated by A.M. Best Ratings. Such insurance will protect the Artist from claims set forth below which may arise out of or result from the Artist's operations under the agreement and for which the Artist may be legally liable, whether such operations be by the Artist or by a subArtist or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:
- 24.2 Worker's Compensation Insurance covering all liability of the Artist arising under the Workers' Compensation Act and Occupational Diseases Act; limits of liability not less than statutory requirements.

- 24.3 Employers Liability covering all liability of Artist as employer, with limits not less than:  
 \$1,000,000 per injury – per occurrence  
 \$500,000 per disease – per employee  
 \$1,000,000 per disease – policy limit
- 24.4 Comprehensive General Liability (CGL) in a broad form on an occurrence basis, to include but not be limited to, coverage for the following where exposure exists; Premises/Operations, Contractual Liability, Products/Completed Operations for 2 years following final payment, Independent Artist’s coverage to respond to claims for damages because of bodily injury, sickness or disease, or death of any person other than the Artists employees as well as claims for damages insured by usual personal injury liability coverage which are sustained (1) by a person as a result of an offense directly or indirectly related to employment of such person by the Artist, or (2) by another person and claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use there from; Broad Form Property Damage Endorsement;
- |                         |              |
|-------------------------|--------------|
| General Aggregate Limit | \$ 2,000,000 |
| Each Occurrence Limit   | \$ 1,000,000 |
- 24.5 Professional Liability Insurance shall be maintained to respond to claims for damages due to the Artist’s errors and omissions.
- Errors and Omissions \$1,000,000
- 24.6 Artist agrees that with respect to the above required insurance:
- 24.7 The CGL policy shall be endorsed for the general aggregate to apply on an annual basis;
- 24.8 To provide separate endorsement to name the City as additional insured as their interest may appear, and; to provide thirty (30) days’ notice, in writing, of cancellation or material change.
- 24.9 The Artist’s insurance shall be primary in the event of a claim, regardless of claim origin.
- 24.10 The City shall be provided with Certificates of Insurance and endorsements evidencing the above required insurance, prior to commencement of an agreement and thereafter with certificates evidencing renewals or replacements of said policies of insurance at least thirty (30) days prior to the expiration of cancellation of any such policies.
- 24.11 A Certificate of Insurance that states the City has been endorsed as an “additional insured” by the Artist’s insurance carrier. Specifically, this Certificate must include the following language: “The City of Crystal Lake, and their respective elected and appointed officials, employees, agents, Artists, attorneys and representatives, are, and have been endorsed, as an additional insured under the above reference policy number \_\_\_\_\_ on a primary and non-contributory basis for general liability and automobile liability coverage for the duration of the contract term.”

24.12 Failure to Comply: In the event the Artist fails to obtain or maintain any insurance coverages required under the agreement, the City may purchase such insurance coverages and charge the expense thereof to the Artist.

**25. HOLD HARMLESS**

The Artist agrees to indemnify, save harmless and defend the City and their elected and appointed officials, employees, agents, Artists, attorneys and representatives and each of them against and hold it and them harmless from any and all lawsuits, claims, injuries, demands, liabilities, losses, and expenses; including court costs and attorney's fees for or on account of any injury to any person, or any death at any time resulting from such injury, or any damage to property, which may arise or which may be alleged to have arisen out of, or in connection with the work covered by this project. The foregoing indemnity shall apply except if such injury is caused directly by the willful and wanton conduct of the City, its agents, servants, or employees or any other person indemnified hereafter. The obligations of the Artist under this provision shall not be limited by the limits of any applicable insurance required of the Artist.

**26. CHANGE IN STATUS**

The Artist shall notify the City immediately of any change in its status resulting from any of the following: (a) Artist is acquired by another party; (b) change in greater than 5% ownership interest; (c) Artist becomes insolvent; (d) Artist, voluntarily or by operation law, becomes subject to the provisions of any chapter of the Bankruptcy Act; (d) Artist ceases to conduct its operations in normal course of business. The City shall have the option to terminate its agreement with the Artist immediately on written notice based on any such change in status.

**27. SUBCONTRACTORS**

Subcontracting during the project term and any subsequent terms of the agreement is prohibited, unless expressly approved in writing by the City.

**28. INVOICES AND PAYMENTS**

The Artist shall submit invoices to the City detailing the services provided. The City shall only pay for services rendered. Additional services may be added based on the needs of the City only with prior written approval by the City Manager or designee. Payment shall be made in accordance with the Local Government Prompt Payment Act. Invoices shall be delivered to:

Nick Hammonds  
Deputy City Manager  
City of Crystal Lake  
100 W Woodstock Street  
Crystal Lake, IL 60014

**29. PRECEDENCE**

Where there appears to be variances or conflicts, the following order of precedence shall prevail: (i) the agreement entered into following award; (ii) the RFP (including any addenda thereto), and (iii) the Artist's proposal.

**30. JURISDICTION, VENUE, CHOICE OF LAW**

The agreement shall be governed by and construed according to the laws of the State of Illinois and of McHenry County, Illinois. Jurisdiction and venue shall be exclusively found in the Courts of McHenry County, Illinois.

**31. NON-ENFORCEMENT BY THE CITY**

The Artist shall not be excused from complying with any of the requirements of the agreement because of any failure on the part of the City, on any one or more occasions, to insist on the Artist's performance or to seek the Artist's compliance with any one or more of said terms or conditions.

**32. INDEPENDENT CONTRACTOR**

The Artist is an independent contractor, and no employee or agent of the Artist shall be deemed for any reason to be an employee or agent of the City.

**33. TERMINATION**

The City reserves the right to terminate the agreement, or any part thereof, upon fifteen (15) days written notice. In the event that this Agreement is so terminated, the Artist shall be paid in accordance with the Fee Proposal (but not in excess of the Agreement Amount) for Services actually performed and authorized reimbursable expenses actually incurred, if any, prior to the effective date of termination. In the event that the agreement is terminated due to the Artist's default, the City shall take the actions as outlined in the agreement for professional services, a copy of which is enclosed as Exhibit A.

**34. NON APPROPRIATIONS**

The City reserves the right to terminate any part of the agreement or to reject proposals, in the event that sufficient funds to complete the agreement are not appropriated by the City Council.

**35. PROTEST PROCEDURE**

Any Artist wishing to file a protest regarding the RFP process shall do so in strict compliance with Section 102.15 of the City Code.

**36. AFFIDAVITS**

The following affidavits to be included in the agreement documents must be executed and submitted with the proposal:

- 40 Disqualification of Certain Artist
- 41 Affidavit/Anti-collusion
- 42 Conflict of Interest Form
- 43 Tax Compliance

**37. PROPERTY OF THE CITY**

All documents and findings produced as a result of these services shall become the property of the City.

**38. EQUAL EMPLOYMENT OPPORTUNITY**

Artist shall comply with the Illinois Human Rights Act, 775 ILCS 5/1-101 et. seq., as amended, and any rules and regulations promulgated in accordance therewith, including, but not limited to the Equal Employment Opportunity Clause, Illinois Administrative Code, Title 44, Part 750 (Appendix A), which is incorporated herein by reference. Additionally, the Artist shall comply with any Fair Employment Ordinance that has been adopted by City. Artist shall also be responsible for complying with all applicable laws relating to equal employment opportunity.

**39. REFERENCES**

List below five (5) references as per section # 3.6 of this RFP.

<u>Municipality:</u>	
City, State, Zip Code:	
Contact Name and Contact Info:	
Project Name and Dates of Service:	
<u>Municipality:</u>	
City, State, Zip Code:	
Contact Name and Contact Info:	
Project Name and Dates of Service:	
<u>Municipality:</u>	
City, State, Zip Code:	
Contact Name and Contact Info:	
Project Name and Dates of Service:	
<u>Municipality:</u>	
City, State, Zip Code:	
Contact Name and Contact Info:	
Project Name and Dates of Service:	
<u>Municipality:</u>	
City, State, Zip Code:	
Contact Name and Contact Info:	
Project Name and Dates of Service:	



**40. DISQUALIFICATION OF CERTAIN INDIVIDUALS OR FIRMS**

PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION: No person or business entity shall be awarded an agreement or sub-agreement, for a stated period of time, from the date of conviction or entry of a plea or admission of guilt, if the person or business entity:

- (A) has been convicted of an act committed, within the State of Illinois (or any state or the United States), of bribery or attempting to bribe an officer or employee of the State of Illinois (or any state or the United States) in that officer’s or employee’s official capacity;
- (B) has been convicted of an act committed, within the State of Illinois (or any state or the United States) of bid rigging or attempting to rig bids as defined in the Sherman Anti-Trust Act and Clayton Act 15 U.S.C.;
- (C) has been convicted of bid rigging or attempting to rig bids under the laws of the State of Illinois(or any state or the United States);
- (D) has been convicted of an act committed, within the State of Illinois (or any state or the United States) of price-fixing or attempting to fix prices as defined by the Sherman Anti-Trust Act and Clayton Act 15 U.S.C. Sec. 1 et seq., under the laws of the State of Illinois(or any state or the United States);
- (E) has been convicted of defrauding or attempting to defraud any unit of state or local government or school district within the State of Illinois (or any state or the United States);
- (F) has made an admission of guilt of such conduct as set forth in subsection (A) through (E) above which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to;
- (G) has entered a plea of nolo contendere to charges of bribery, price fixing, bid rigging, bid rotating, or fraud; as set forth in subparagraphs (A) through (E) above.

Business entity, as used herein, means a corporation, partnership, trust, association, unincorporated business or individually owned business. By signing this document, the Artist hereby certifies that they are not barred from bidding on this contract as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code of 1961, as amended.

\_\_\_\_\_  
(Signature of Artist if the Artist is an Individual)  
(Signature of Partner if the Artist is a Partnership)  
(Signature of Officer if the Artist is a Corporation)

The above statements must be subscribed and sworn to before a notary public.

Subscribed and Sworn to this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Notary Public

*Failure to complete and return this form may be considered sufficient reason for rejection of the proposal.*

**41. ANTI-COLLUSION AFFIDAVIT AND CERTIFICATION**

\_\_\_\_\_, hereby certifies that he/she is  
(Name)

\_\_\_\_\_ of \_\_\_\_\_  
(Artist, Partner, Officer, Owner, Etc.) (Business Name, if applicable)

The party making the foregoing proposal or bid (a “**bid**”), that such bid is genuine and not collusive, or sham; that said Artist has not colluded, conspired, connived or agreed, directly or indirectly, with any Artist, consultant, or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person; to fix the bid price element of said bid, or of that of any other artist or consultant, or to secure any advantage against any other artist or consultant or any person interested in the proposed agreement.

The undersigned certifies that he is not barred from bidding on this contract as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid-rotating.

\_\_\_\_\_  
(Signature of Artist if the Artist is an Individual)  
(Signature of Partner if the Artist is a Partnership)  
(Signature of Officer if the Artist is a Corporation)

The above statements must be subscribed and sworn to before a notary public.

Subscribed and Sworn to this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Notary Public

*Failure to complete and return this form may be considered sufficient reason for rejection of the proposal.*

**42. CONFLICT OF INTEREST**

\_\_\_\_\_, on behalf of the Artist making this proposal, hereby certifies that Artist has conducted an investigation into whether an actual or potential conflict of interest exists between the Artist, its owners and employees and any official or employee of the City identified herein.

Artist further certifies that it has disclosed any such actual or potential conflict of interest and acknowledges if Artist has not disclosed any actual or potential conflict of interest, the City may disqualify the proposal or the City may void any award and acceptance that the City has made prior to discovery of said undisclosed conflict.

\_\_\_\_\_  
(Signature of Artist if the Artist is an Individual)  
(Signature of Partner if the Artist is a Partnership)  
(Signature of Officer if the Artist is a Corporation)

The above statements must be subscribed and sworn to before a notary public.

Subscribed and Sworn to this \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Notary Public

*Failure to complete and return this form may be considered sufficient reason for rejection of the proposal.*

**43. TAX COMPLIANCE AFFIDAVIT**

\_\_\_\_\_, hereby certifies that he/she is  
(Name)

\_\_\_\_\_ of \_\_\_\_\_  
(Artist, Partner, Officer, Owner, Etc.) (Business Name, if applicable)

The individual or entity making the foregoing proposal or bid certifies that he is not barred from contracting with the City of Crystal Lake because of any delinquency in the payment of any tax administered by the Department of Revenue unless the individual or entity is contesting, in accordance with the procedures established by the appropriate revenue act. The individual or entity making the proposal or bid understands that making a false statement regarding delinquency in taxes is a Class A Misdemeanor and, in addition, voids the agreement and allows the City to recover all amounts paid to the individual or entity under the agreement in civil action.

\_\_\_\_\_  
(Signature of Artist if the Artist is an Individual)  
(Signature of Partner if the Artist is a Partnership)  
(Signature of Officer if the Artist is a Corporation)

The above statements must be subscribed and sworn to before a notary public.

Subscribed and Sworn to this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Notary Public

*Failure to complete and return this form may be considered sufficient reason for rejection of the proposal.*

**44. PRICING SHEET:** Pricing should be all-inclusive and presented as a not-to-exceed amount.

Artist Name: \_\_\_\_\_

Artist Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Contract Person Phone / E-Mail: \_\_\_\_\_

Proposals for: Sculpture Commissioning Services, per the specifications identified herein.

	<b><u>Price</u></b>
Sculpture Commissioning (includes materials, time, labor, delivery, and installation)	\$ _____

- **Proposals must be submitted no later than Submission Deadline as set forth in the RFP.**
- No consideration will be given to Proposals received after the Submission Deadline.
- Artists must submit a sealed envelope with one copy of the proposal. One electronic copy on thumb drive may also be provided.

The signing and submission of this proposal shall indicate commitment by the Artist to adhere to the provisions described in this RFP, including any addenda. Signing the Proposal indicates the Artist's complete understanding, accuracy, and agreement of their response. The submitted proposal and any and all addenda shall be considered part of the final contract/agreement. An authorized representative of the Artist must sign below.

Signature: \_\_\_\_\_

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

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**AGREEMENT FOR COMMISSION OF PUBLIC ARTWORK**

THIS AGREEMENT FOR COMMISSION OF PUBLIC ARTWORK (“**Agreement**”) is entered into as of \_\_\_\_\_, 2024 by and between \_\_\_\_\_ (“**Artist**”) and the CITY OF CRYSTAL LAKE, an Illinois municipal corporation (“**City**”).

**IN CONSIDERATION OF**, and in reliance upon, the mutual covenants and agreements set forth herein, the parties agree as follows:

**SECTION 1. Recitals.**

A. The City seeks a design of a piece of public artwork celebrating **[DESCRIBE WHAT THE CITY IS SEEKING IN THE ARTWORK]** and artists have submitted proposals for consideration in such competition.

B. The Artist submitted a responsive proposal (the “**Proposal**”) for creation of a piece of public artwork as more specifically described and depicted in Exhibits A and B hereto (the “**Artwork**”).

C. The Artist’s Proposal was selected as the winning submission based upon the quality of the Proposal and the proposed Artwork, as well as the Artist’s work, skills, and qualifications, all of which make the Artist uniquely qualified to create the Artwork.

D. The City now desires to commission the Artist’s completion of the Artwork, consistent with the Proposal, for initial installation and public display in **[LOCATION]**, subject to the terms and conditions of this Agreement. The City further desires to acquire ownership of the finished, installed Artwork and associated intellectual property rights to serve as an amenity to the City Hall.

E. The City and the Artist desire to perform under the terms and conditions set forth in this Agreement.

**SECTION 2. Artist’s Responsibilities.**

A. The Artist shall perform all services and furnish all supplies, materials, and equipment necessary to complete fabrication, delivery, and initial installation of the finished Artwork in substantial conformity with the Proposal. All work shall be performed in a professional manner and in compliance with the terms and conditions of this Agreement.

B. The Artist shall complete the fabrication, delivery, and initial installation of the Artwork by the following dates:

- i. **[DATE]** – Provide update to the City showing substantial progress toward completion of the Artwork.
- ii. **[DATE]** – Deliver completed Artwork to the **[LOCATION]**.
- iii. **[DATE]** – Complete installation of the Artwork at the City Hall.

The parties shall cooperate to schedule site preparation work, delivery of the Artwork, and initial installation work in order to ensure compliance with the deadlines stated above.

C. The Artist shall be responsible for completing the Artwork in substantial conformity with the Proposal. The City shall have the right to review the Artwork during fabrication upon reasonable notice to the Artist. Unless otherwise authorized by the City, the Artist may not fabricate the Artwork at the **[LOCATION]** or on City property prior to its delivery for installation.

D. The Artist shall be responsible for transporting and delivering the Artwork to the City Hall at a time mutually agreed to by the parties.

E. Unless otherwise agreed by the parties, the Artist shall be responsible for initial installation of the Artwork at **[LOCATION]** in the specific location designated by the City, including provision of all materials required for installation and display of the Artwork, such as a frame, mat, display case, base, and/or mounting equipment, as appropriate. The Artist shall complete, or cause the completion of, the Artwork's initial installation in the manner directed by, and subject to the oversight and approval of, the City or its designated representative and in a professional and workmanlike manner.

F. The Artist shall provide to the City a description of the materials, processes, and products used in creation and installation of the Artwork along with recommendations for care, upkeep, and maintenance of the Artwork after installation.

G. The Artist will attend the public unveiling of the Artwork on **[DATE]** and will provide educational information, interviews, and materials relating to the Artwork as reasonably requested by the City.

### **SECTION 3. City Responsibilities.**

A. The City shall designate the specific location for initial installation of the Artwork within **[LOCATION]** and shall prepare the installation site, including any display lighting that is not an integral part of the Artwork, in accordance with the specifications detailed in the Proposal and such other reasonable specifications as may be agreed to by the parties prior to installation. The City will provide all services and furnish all supplies, materials, and equipment necessary to complete the site preparation work in accordance with this section. The Artist may inspect the installation site and site preparation work during regular business hours upon reasonable notice to the City.

B. The City shall provide the Artist with access to the installation site on such dates and times as the parties may mutually agree for delivery and installation of the Artwork.

### **SECTION 4. Approval and Acceptance; Payment.**

A. Artist shall notify the City in writing when Artist has completed fabrication, delivery, and initial installation of the Artwork.

B. Following such notice, the City shall promptly inspect the Artwork and its installation and shall thereafter promptly give the Artist written notice of the City's final approval and acceptance if the City, in its reasonable discretion, determines that the fabrication, delivery, initial installation of the Artwork was completed in a timely and satisfactory manner and in

substantial conformity with the Proposal and this Agreement. The City shall not unreasonably withhold its final approval and acceptance.

C. Upon final acceptance of the Artwork, the City shall pay the Artist a fixed fee of [X] 00/100 Dollars (\$[X]) (“**Payment**”), which shall constitute full and complete compensation for the City’s acquisition of the Artwork, the licenses described in Section 5 of this Agreement, and all services performed and material furnished by the Artist under this Agreement. Title to the Artwork shall pass to the City upon the City’s final acceptance of the Artwork and delivery of the Payment to Artist. Contemporaneous with, and as a condition to, the City’s delivery of the Payment to the Artist, both parties shall execute a Bill of Sale and License Agreement in the form attached hereto as Exhibit C.

**SECTION 5. Display of the Artwork; Reproductions; Intellectual Property Rights.**

A. The parties acknowledge and agree that the City has commissioned fabrication of the Artwork by the Artist based on the Artist’s Proposal for the purpose of having the Artwork initially installed in the [LOCATION] for public display. The Artist acknowledges and agrees that, notwithstanding any rights of the Artist to the contrary, the City shall have the right to maintain the Artwork as originally installed, to relocate or reinstall the Artwork at another site or location, to remove the Artwork from display, to repair, maintain, or alter the Artwork, and/or to dispose of the Artwork as surplus property in accordance with 65 ILCS 5/11-76-4.

B. The parties further acknowledge and agree that the Artwork is intended to be an original, unique work of art to [PURPOSE OF ARTWORK]. Accordingly, the Artist agrees not to create any exact duplicate reproductions of the final Artwork, nor shall the Artist grant permission to others to do so without the City’s prior written consent. However, nothing shall prevent the Artist from creating other original works in a similar manner or style of artistic expression.

C. In recognition of the purposes for which the Artwork was commissioned and created as described above, the Artist shall grant the City licenses for the public display, reproduction, and distribution of the Artwork, including an exclusive right to reproduce the Artwork or images or depictions thereof for sale or compensation for a period of twenty years, all as more specifically set forth in the Bill of Sale and License Agreement attached hereto as Exhibit C.

**SECTION 6. Artist’s Representations and Warranties.** Artist represents and warrants to the City that:

A. The Artwork is solely the result of the artistic effort of the Artist. The Artwork is unique and original and does not infringe upon any copyright or other rights of any person.

B. The Artist has not sold, assigned, transferred, licensed, granted, encumbered, or utilized the Artwork, any element thereof, or any copyright or other rights related thereto which would affect or impair the rights to be granted to the City pursuant to this Agreement.

C. The Artist shall perform this Agreement in accordance with all applicable federal, state, and local laws, regulations, and ordinances and with all necessary and appropriate professional care, skill, and diligence. The Artist will fabricate, deliver, and install the Artwork in accordance with professional and workmanlike standards and free from defective or inferior materials, workmanship, or conditions.



**SECTION 7. Risk of Loss; Waiver of Claims.**

A. Until the City's final approval and acceptance of the Artwork, any injury to property or persons caused by Artist's Artwork or any damage to, theft of, vandalism to, or acts of God affecting the Artwork are the sole risk and responsibility of the Artist, including, but not limited to, any loss occurring during the design, fabrication, storage, transportation, delivery, or initial installation of the Artwork, regardless of where such loss occurs.

B. Artist hereby waives, releases, and fully discharges any and all claims (except claims for breach of this Agreement) that Artist may have against the City, including its officials, agents, volunteers, and employees, arising out of, in connection with, or in any way associated with the Artist's fabrication, delivery, or installation of the Artwork pursuant to this Agreement.

**SECTION 8. GENERAL PROVISIONS.**

A. **Assignment.** This Agreement may not be assigned by the City or by the Artist without the prior written consent of the other party.

B. **Notice.** All notices required or permitted to be given under this Agreement shall be in writing and shall be delivered (1) personally, (2) by a reputable overnight courier, (3) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid, or (4) by email. Unless otherwise expressly provided in this Agreement, notices shall be deemed received upon the earlier of (a) actual receipt; (b) one business day after deposit with an overnight courier as evidenced by a receipt of deposit; (c) three business days following deposit in the U.S. mail, as evidenced by a return receipt; or (d) one business day after transmission by email. By notice complying with the requirements of this Section, each Party shall have the right to change the address or the addressee, or both, for all future notices and communications to the other party, but no notice of a change of addressee or address shall be effective until actually received.

Notices and communications to the City shall be addressed to, and delivered at, the following address:

Eric Helm, City Manager  
City of Crystal Lake  
100 W. Woodstock  
Crystal Lake, IL 60014  
Email: ehelm@crystallake.org

Notices and communications to the Artist shall be addressed to, and delivered at, the following address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

C. **Time.** Time is of the essence in the performance of this Agreement.

D. **Governing Laws.** This Agreement shall be governed by, construed, and enforced in accordance with the internal laws, but not the conflicts of laws rules, of the State of Illinois.

**E. Entire Agreement.** This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements and negotiations between the parties, whether written or oral relating to the subject matter of this Agreement.

**F. Waiver.** Neither the City nor the Artist shall be under any obligation to exercise any of the rights granted to them in this Agreement except as it shall determine to be in its best interest from time to time. The failure of the City or the Artist to exercise at any time any such rights shall not be deemed or construed as a waiver of that right, nor shall the failure void or affect the City's or the Artist's right to enforce such rights or any other rights.

**G. Interpretation.** This Agreement shall be construed without regard to the identity of the party who drafted the various provisions of this Agreement. Moreover, each and every provision of this Agreement shall be construed as though all parties to this Agreement participated equally in the drafting of this Agreement. As a result of the foregoing, any rule or construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.

**H. Headings.** The headings, titles, and captions in this Agreement have been inserted only for convenience and in no way define, limit, extend, or describe the scope or intent of this Agreement.

**I. Exhibits.** Exhibits A through C are attached to and, by this reference, incorporated in and made a part of this Agreement. In the event of a conflict between an Exhibit and the text of this Agreement, the text of this Agreement shall control.

**J. Rights Cumulative.** Unless expressly provided to the contrary in this Agreement, each of the rights, remedies, and benefits provided by this Agreement shall be cumulative and shall not be exclusive of any other rights, remedies, and benefits allowed by law.

**K. Counterpart Execution.** This Agreement may be executed in several counterparts, each of which, when executed, shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

**[SIGNATURES ON FOLLOWING PAGE]**

**[ARTIST]**

\_\_\_\_\_

Print Name: \_\_\_\_\_

Attest: \_\_\_\_\_

**CITY OF CRYSTAL LAKE**

By: \_\_\_\_\_  
City Manager

Attest: \_\_\_\_\_

DRAFT

**EXHIBIT A**

**Description of Artwork**

Artwork Title:

Approximate Dimensions:

Medium:

General Description:

DRAFT

**EXHIBIT B**

**Conceptual Drawing or Rendering of Artwork**

DRAFT

**EXHIBIT C**

**BILL OF SALE AND LICENSE AGREEMENT**

\_\_\_\_\_ ("**Seller**"), in consideration of **[X]** and 0/100 Dollars (\$**[X]**), receipt of which is hereby acknowledged, does hereby sell, assign, transfer and set over to the **CITY OF CRYSTAL LAKE**, an Illinois municipal corporation ("**Buyer**"), all right, title, and interest to the personal property described in Exhibit A hereto (the "**Artwork**"), including all rights to install, maintain, relocate, repair, maintain, remove from display, or dispose of the Artwork.

Seller also grants to Buyer: (i) a perpetual, irrevocable, non-exclusive, non-transferrable license to publicly display, reproduce, print, copy, edit, publish, and distribute the Artwork or any photograph, image, reproduction, or graphic depiction of the Artwork, including for marketing and promotional purposes intended to promote or benefit the Buyer or any of its public purposes, or for sale or compensation, without payment of any royalties; and (ii) an irrevocable, exclusive, non-transferrable license to reproduce, copy, print, edit, publish, and distribute the Artwork or any photograph, image, reproduction, or graphic depiction of the Artwork for sale or compensation for a period of twenty (20) years after the date of execution of this Agreement without payment of any royalties (collectively, the "**License**"). Subject to the License, Seller retains the right to reproduce and distribute photographs, images, or graphic depictions of the Artwork for personal or professional promotion or marketing purposes, but not for sale or other compensation during the term of Buyer's exclusive license.

The Seller hereby represents and warrants to the Buyer that the Seller is the absolute owner of the Artwork and all associated copyrights and reproduction rights; that the Artwork is free and clear of all liens, charges and encumbrances; and that the Seller has full right, power, and authority to sell the Artwork, grant the License, and make this Agreement.

The Seller hereby covenants and agrees that the Seller shall hold harmless, indemnify, and defend the title and sale of the Artwork and the grant of the License to Buyer against any and all lawful claims and demands of all and every person or persons whatsoever, including intellectual property right infringement claims.

Except for copyrights and reproduction rights, which are reserved to Seller subject to the License, Seller hereby releases, waives, relinquishes, and forever disclaims any and all possessory and/or proprietary rights, claims, or interests that the Seller has, had, or may have relating to the Artwork. Seller acknowledges that the Artwork is intended to be displayed by Buyer in a public place and may be installed, maintained, relocated, or removed from display in Buyer's sole discretion. Seller further acknowledges that, notwithstanding any rights of Seller to the contrary, Buyer shall have the right to dispose of the Artwork in any manner it deems appropriate, including as surplus property in accordance with 65 ILCS 5/11-76-4 in the discretion of Buyer's corporate authorities.

If this Agreement is signed by more than one person, all persons so signing shall be jointly and severally bound hereby.

IN WITNESS WHEREOF, Seller has signed and sealed this bill of sale at \_\_\_\_\_, \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**[SIGNATURES ON FOLLOWING PAGE]**

**[SELLER]**

\_\_\_\_\_

Print Name: \_\_\_\_\_

Attest: \_\_\_\_\_

**CITY OF CRYSTAL LAKE**

By: \_\_\_\_\_  
City Manager

Attest: \_\_\_\_\_  
City Clerk

DRAFT

STATE OF ILLINOIS            )  
  ) ss:  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me on \_\_\_\_\_, 2024, by \_\_\_\_\_ and \_\_\_\_\_ which individuals are known to me to be the identical persons who executed and attested, respectively, the foregoing instrument on behalf of the Seller, and that they executed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

\_\_\_\_\_  
Notary Public

SEAL

My Commission expires: \_\_\_\_\_

STATE OF ILLINOIS            )  
  ) ss:  
COUNTY OF LAKE            )

The foregoing instrument was acknowledged before me on \_\_\_\_\_, 2024, by \_\_\_\_\_ and \_\_\_\_\_, which individual is known to me to be the identical person who signed the foregoing instrument as the City Manager and City Clerk, respectively, of the City of Crystal Lake, and that they executed the same as their free and voluntary act and deed, and the free and voluntary act and deed of the City of Crystal Lake, for the uses and purposes therein mentioned.

\_\_\_\_\_  
Notary Public

SEAL

My Commission expires: \_\_\_\_\_