

East Dundee Arts Council Request for Qualifications

Project Title: Mural at 7 N. Jackson

Project Goal: Create a piece of public art for an outdoor environment that reflects the spirit of the Village.

Location: 7 N. Jackson, East Dundee, IL 60118

Submission Deadline: January 13, 2023

Deliver Proposal to: Brandiss J. Martin
Attn: Arts Council – Mural at 7 N. Jackson
120 Barrington Avenue
East Dundee, IL 60163

Or

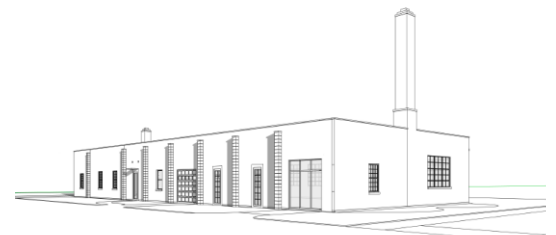
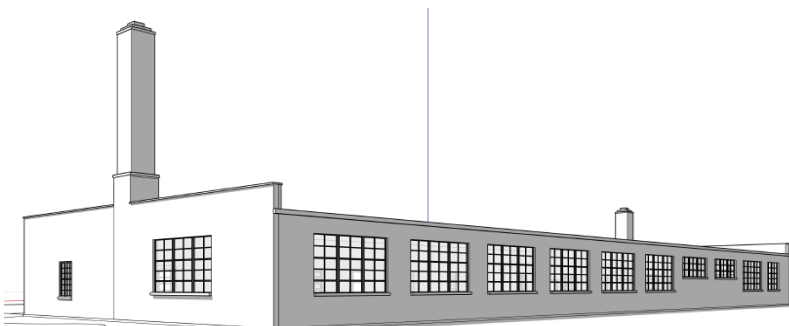
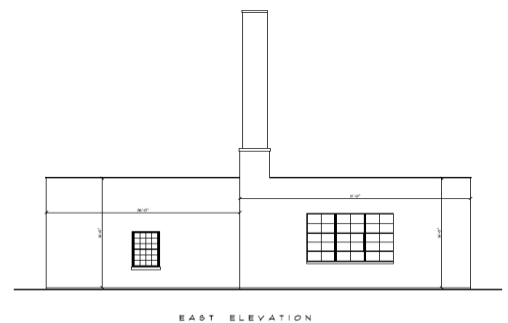
publicart@eastdundee.net

(Arts Council – Mural at 7 N. Jackson in subject line)

https://www.eastdundee.net/government/bids_and_RFOs.php#outer-649

Call Summary:

The East Dundee’s Arts Council is soliciting proposals from qualified artists or team of artists to provide design and implementation services for an exterior mural and public art project within the downtown near the Fox River Trail. In collaboration with a downtown building owner, the Arts Council intends to commission a mural on a highly visible downtown building façade. The mural design should enhance the exterior of a brick building located at the aforementioned address. This building is located in the heart of the Village’s Culinary District and is exposed to patrons of local restaurants, shops, users of the Fox River Trail, and attendees of the Village’s community events. Proposed designs are being considered for the marked area in the image below. The wall is approximately 57’W X 16’H. Additional images of the space are available below.



Design Information:

Work must consist of design as well as production of work on-site, which must be executed by experienced artists. The selected Artist must properly prime and prepare any area approved for the design with high quality materials to ensure the security and longevity of the mural. The artwork must require very low maintenance. The selected artist will be responsible for the design, fabrication, and installation of the artwork.

The subject matter of the mural must encompass one or a combination of the following themes:

- A celebration of East Dundee and what makes it unique
- Nature Surrounding East Dundee (i.e. Fox River, nature, etc.)
- History of East Dundee (i.e. railroad)

There will be no logos or commercial imagery in the mural. Final approval will be determined by the Village Board of Trustees based on a recommendation by the Arts Council and property owner. It is the intention of the Arts Council for the mural to be in place for a minimum of three years, after which the building owner and the Village will determine whether maintenance or removal of the mural is appropriate.

Specifications:

The following specifications will be required of the mural and artist:

- Artist is required to have experience working in the medium and scale proposed within the RFQ, with sufficient knowledge of both medium and materials to ensure adequate durability for the intended life span.
- Mural cost is not to exceed \$13,680, half of which will be paid following contract signing and the remainder paid upon project completion. *Will consider proposals that exceed the maximum if the proposal meets the intended goals of the project.*
- The artist shall supply their own supplies, including any and all materials needed for the design, fabrication, and installation of artwork.
- The artwork must be installed no later than June 30, 2023. If conditions and/or scheduling constraints do not permit a fall installation, installation is required to be completed no later than August 18, 2023.
- The artwork shall be installed in a condensed time period, meaning minimal to no lag time between the various steps of the installation process.
- It will be desirable to have a full range of art mediums suitable for an outdoor environment to be represented.

Selection Process:

The following process will guide the selection of the design for the mural:

- Interested artists should respond to this Request for Qualifications by 8 a.m. on Friday, January 13, 2023.
- Artist's resume(s) to include a brief one (1) page summary of work, including experience with murals (exterior and/or interior), and general statement of work.
- Artist shall submit samples of previous work, especially any previous murals of similar type and size. Include images, locations, and dates that the murals were installed. Examples must be in chronological order with the most recent as the first sample.

- Responses shall include a rough concept sketch of the proposed mural and narrative of up to 250 words explaining the concept behind the design. An individual artist may submit up to three concepts for consideration.
- Optionally, a design illustrating the concept, including a digital format of all components, can be included.
- Artists should indicate how the mural would appear on the building façade, along with a color palette, approximate dimensions, and proposed medium (i.e. vinyl). The artist should indicate whether they intend to paint directly on the wall or to install a backer.
- A proposed itemized budget for an artist or team of collaborative artists, delineating the artist(s) fees, supply costs, preparation of wall prior to installation, travel-related expenses and other associated costs.
- The mural artist will be selected based on the input of the Arts Council, building owner, and Village staff.
- The winning artist must be willing to work with committee to modify the design based on structure and/or future building needs if needed. The artists should also be receptive to design input from the selection committee.
- Proof of insurance.
- Warranty for completed work.
- A suitable artist maintenance program that includes among other things applications of antigraffiti/anti-ultraviolet coating, inspections, surface cleanings, additional coats of protective paint. Artwork longevity of murals must display for at least three (3) years and the maintenance program must incorporate a schedule of costs and timeline for maintenance. This is desirable but not required for inclusion in the submission.

The successful Artist will be recommended to the Village Board of Trustees by the Arts Council. The Arts Council will look at the qualifications and costs provided under this RFQ; also, the Arts Council will consider the commitment to detail in regard to the objectives and requirements noted above. Further, references will be checked.

Evaluation Criteria:

	5	4	3	2	1
Understanding of Services to be Provided					
Public Sector Experience					
Pricing					
Vision & Creativity of Proposal					
Skills & Abilities					
Artist Lives in or Near Community					
Terms & Conditions					
References					
Intangibles					
TOTAL					

Criteria:

Understanding of Services to be provided: To what degree does this proposal meet stated services?

Public Sector Experience: To what degree does this artist possess the knowledge, skill and ability to perform within the public sector?

Pricing: How does the proposed price compare to the (a) planned budget and to (b) other proposals?

Vision & Creativity: How does the Artist’s proposal stack up to other Artists in regards to design and explanation of project as it related to the themes identified in the proposal?

Skills & Abilities: Does the Artist have the necessary skills and abilities to deliver this proposal?

Artist Lives in or Near Community: Does the Artist live in the community? Or Near Community? The Council will prioritize Artists who are more familiar with the community as a resident or long time community participant.

Terms & Conditions: To what degree does the proposal meet stated contractual terms and conditions?

References: Does the Artist have a proven track record in this type of project?

Intangibles: What other factors can be used to evaluate responses and select the appropriate winner?

Scoring:

5 points: Fully Meets

4 points: Meets, with minor gaps (no compromise required)

3 points: Meets, with moderate gaps (some compromise required)

2 points: Partially meets (significant gaps, compromise required)

1 point: Does not meet

Termination for Breach or Nonperformance:

If either party commits a breach of its obligations under this agreement, such termination shall be effective immediately and automatically upon the expiration of the applicable notice period, without further notice or action by either Party. Termination shall be in addition to any other remedies that may be available to the non-breaching party.

A breach of this agreement includes, but is not limited to, the following: Council’s failure to pay any amount hereunder which is more than thirty (30) days past due, artist(s) failure to timely deliver any goods or services, artist(s) failure to provide service that meets the quality and expectations of the Council, artist(s) failure to repaint, repair or replace any defective area within seven (7) days of notice from Council.

Insurance Requirements:

During the term of the agreement with Village of East Dundee, the Artist will, at its own expense, have in effect the coverages listed below. The Artist shall also require the same from all of its subcontractors engaged in the work.

Commercial General Liability:

- Coverage should include premises operations, products and completed operations, broad form property damage, contractual liability, independent contractors, and personal and advertising injury with minimum limits of \$1,000,000 limit per occurrence for bodily injury and property damage; \$2,000,000 aggregate with defense outside the limits. Any aggregate limit must apply per project/per location and must be unimpaired.

- The policy shall include Village of East Dundee and its subsidiaries, affiliates, officers, directors and employees as additional insureds under ISO form #CG2010 (11/85) or its equivalent.
- The coverage provided by the additional insured endorsement shall be primary without right of contribution by any coverage carried by Village of East Dundee and its subsidiaries, affiliates, officers, directors and employees.
- The policy shall include a waiver of subrogation endorsement in favor of Village of East Dundee and its subsidiaries under ISO form #CG2404 or its equivalent.
- The policy shall contain a severability of interest clause for all additional insureds with no cross suits liability exclusion.
- Coverage shall not contain an exclusion for bodily injury or property damage after work is completed or is put to its intended use.
- Products and completed operations coverage must be maintained for a period of 2 years after final completion of the work.

Workers Compensation:

- Workers' compensation coverage: statutory limits required by all authorities having jurisdiction in locations in which any Artist operates, and in which the work required by the contract awarded is performed.
- Employers' liability coverage:
 - \$500,000 Bodily injury by accident – each accident
 - \$500,000 Bodily injury by disease – each employee
 - \$500,000 Bodily injury by disease – policy limit

Force Majeure:

Whenever a period of time is provided for in this contract for the Artist or the Village to do or perform any act or obligation, neither party shall be liable for any delays or inability to perform if such delay is due to a cause beyond its control and without its fault or negligence including, without limitation: a) Acts of nature; b) Acts or failure to act on the part of any governmental authority other than the Village or Artist, including, but not limited to, enactment of laws, rules, regulations, codes or ordinances subsequent to the date of the contract; c) Acts of war; d) Acts of civil or military authority; e) Embargoes; f) Work stoppages, strikes, lockouts, or labor disputes; g) Public disorders, civil violence, or disobedience; h) Riots, blockades, sabotage, insurrection, or rebellion; i) Epidemics or pandemics; j) Terrorist acts; k) Fires or explosions; l) Nuclear accidents; m) Earthquakes, floods, hurricanes, tornadoes, or other similar calamities; n) Major environmental disturbances; or o) Vandalism. If a delay is caused by any of the force majeure circumstances set forth above, the time period shall be extended for only the actual amount of time said party is so delayed. Further, either party claiming a delay due to an event of force majeure shall give the other party written notice of such event within three (3) business days of its occurrence or it shall be deemed to be waived.

Additional Items:

The Village and Artist further agree to the following:

Sexual Harassment:

If Artist employs any number of employees, Artist shall provide to employees 1) a statement on the illegality of sexual harassment and the definition of sexual harassment under Illinois Law; 2)

a description of sexual harassment, utilizing examples; 3) an internal complaint process, including penalties; (4) provide annual training on Artist's sexual harassment policy to all supervisors and employees providing services in the State of Illinois, except such supervisors or employees that are required to complete sexual harassment training provided by the Illinois Human Rights Act (775- ILCS 5/1-101 et.seq.), (5) post Artist's sexual harassment policy in (a) a conspicuous public place in each building located in the Commonwealth that Artist owns or leases for business purposes and (b) Artist's employee handbook. 6) the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights ("Department") and the Illinois Human Rights Commission ("Commission"); 7) directions on how to contact the Department and the Commission; and 8) protection against retaliation as provided by Section 6-101 of the Act.

Drug Free Workplace:

During the performance of every contract over \$10,000, the Artist agrees to (i) provide a drug-free workplace for the Artist's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Artist's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Artist that the Artist maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to an Artist, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

Compliance with Laws and Regulations:

In connection with the performance of the work, the Artist shall comply with all statutes, laws, regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligation or duty upon the Artist.

Indemnity and Hold Harmless:

To the fullest extent permitted by law, Artist shall indemnify, defend, save and hold the Village, its trustees, officers, employees, agents, attorneys and lenders (collectively the "Indemnitees") harmless from and against all loss and expense (including, but not limited to, reasonable attorney's fees and other costs and expenses) by reason of any liability or allegation of liability, against the Indemnitees, or any of them, for damages because of property damage or bodily injury, occupational sickness or disease, including death, resulting therefrom, while performing the work or while at the site where work under the Contract is being conducted or elsewhere, while engaged in the performance of Work under the Contract, however such injuries may be caused, whether attributable to a breach of statutory duty or administrative regulation or otherwise, and such injuries for which liability is imputed to the Indemnitees, or any of them, or damage or injury, directly or indirectly arising or alleged to arise out of the performance of or the failure to perform the work or the failure to protect the work or the site, or the condition of the work, the site, adjoining land or driveways, or streets or alleys used in connection with the performance of the

work. Without limiting the generality of the foregoing, the defense and indemnity set forth in this section includes, subject only to the limitations contained in this section, all liabilities, damages, losses, claims, demands and actions on account of bodily injury, death or property loss to an Indemnitee or to any other person or entities, whether based upon, or claimed to be based upon, statutory, contractual, tort or other liability of any Indemnitee. In addition, such defense and indemnity shall include all liabilities, damages, losses, claims, demands and actions for defamation, false arrest, malicious prosecution or any other infringement or similar rights.

The provisions of the indemnity provided for herein shall not be construed to indemnify any Indemnitee for its own negligence. To the extent not permitted by law or to eliminate or reduce any other indemnification, right or remedy which the Village is otherwise entitled to assert. This provision shall survive completion, expiration, or termination of this contract.

If any claim indemnified hereunder has not been settled or discharged when the work is completed, final payment of the Contract Sum shall not be due, unless and until Artist provides a bond or other security equal to 150% of the amount of such claim in a form and substance satisfactory to the Village. In any and all claims against any Indemnitee or any of its agents or employees by any employee of Artist, anyone directly or indirectly employed by him or anyone for whose acts he may be liable, the indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Artist under Worker's Compensation acts or other employees benefit acts.

“Work” shall mean any actions taken by the Artist in furtherance of its obligations pursuant to this agreement.

Equal Opportunity:

The Artist will not discriminate against any employee or applicant for employment because of race, color, religion, sex, ancestry, national origin, place of birth, age or handicap unrelated to bona fide occupational qualifications.

Non-Discrimination:

The Artist and its employees, agrees not to commit unlawful discrimination and agrees to comply with applicable provisions of the Illinois Human Rights Act, the U.S. Civil Rights Act and Section 504 of the Federal Rehabilitation Act, and rules applicable to each.