

RESOLUTION 10-1

WHEREAS, starting in 2022, Sangamon County's Atrium Advisory Committee began meeting to identify programming and art options to be installed in the newly constructed Atrium; and

WHEREAS, the committee consisted of members of the county board, county employees and community leaders including Molly Berns, Eve Blackwell Lewis, Ryan Cadagin, Sarah Delano Pavlik, Linda Fulgenzi, Gordon Gates, Andy Goleman, Craig Hall, Dana Kinion, Brian McFadden, Brad Miller, Linda Norbut Suits, Julie Pittman, Christina Shutt, Sheila Walk and Dan Wright; and

WHEREAS, the advisory committee published a Request for Qualifications (RFQ) in 2023 and received 53 submissions; and

WHEREAS, the committee scored the applications, narrowing the finalists' pool to six. The committee conducted interviews with each finalist and scored them. The county administration then asked the Building and Grounds Committee to score the top three finalists; and

WHEREAS, the top three finalists' proposals were considered by the full county board and each board member had the opportunity to choose one of the three finalists as their top choice; and

WHEREAS, at the June 11, 2024, board meeting, Epiphany Studios' concept, the "Gravity of Water," received the most votes; and

WHEREAS, the concept includes more than 1,000 pieces of hand-blown or sculpted glass that will hang from the ceiling and greet guests who enter the new county atrium space from the planned Springfield Sangamon County Transportation Hub.

NOW, THEREFORE, BE IT RESOLVED that the Sangamon County Board, in session this 7th day of April, does hereby authorize the Sangamon County Administrator to execute the attached contract with April Wagner doing business as Epiphany Studios to design, create, and install the artwork for an amount not to exceed \$299,981.

Chairman, Sangamon County Board

ATTEST:

County Clerk

Approved by the Building & Grounds Committee April 1, 2025

Chairman

FILED

APR 03 2025

Don J. Hays
Sangamon County Clerk

Tom Depina

SANGAMON COUNTY ARTWORK CONTRACT

PROJECT TITLE: THE GRAVITY OF WATER
ARTIST NAME: APRIL WAGNER d/b/a EPIPHANY STUDIOS

The parties to this CONTRACT are:

Name: April Wagner d/b/a Epiphany Studios
Address: 770 Orchard Lake Road
City, State, Zip: Pontiac, MI 48341

hereinafter "Artist"
and

Name: Sangamon County
Address: Sangamon County Complex, 200 South 9th Street
City, State, Zip: Springfield, IL 62701

hereinafter "Sangamon County."

As part of its renovation of the Sangamon County Complex, Sangamon County sought proposals for a sculpture to be placed in the Complex's new atrium located on the north side of the Complex, an area depicted in Exhibit A. In response, the Artist submitted a proposal for a sculpture entitled "The Gravity of Water," a proposal selected by Sangamon County as most appropriate for its new atrium. Sangamon County and the Artist both desire to bring the Artist's proposal to fruition, and, thus, they agree that the Artist will finalize the design of The Gravity of Water and install the sculpture in the new atrium and provide related material and services in return for compensation paid by Sangamon County, all pursuant to the terms of this Contract.

ARTICLE A. DEFINITIONS

1. **ARTWORK.** The Artwork reflects concepts and designs as depicted in Exhibit A (attached hereto and made a part of this Agreement) and as incorporated in the final plans and designs agreed upon by the Artist and Sangamon County. The Artwork comprises the finished sculpture installed in the new Atrium along with all other items, materials, labor, and services required of the Artist for the performance of this Contract.
2. **COUNTY ARTS LIAISON (CAL).** The County Arts Liaison is Sangamon County's agent who is authorized to bind Sangamon County to decisions it must make during the performance of this Contract, including, but not limited to, design approval, payment approval, scheduling, and coordination of the Artist's work with the work of others. Until Sangamon County notifies the Artist otherwise, its CAL is Sara Jimenez.

ARTICLE B. ARTIST- RIGHTS AND RESPONSIBILITIES

1. The Artist warrants that:
 - a. The Artwork provided pursuant to the Contract is unique and solely the original product of the Artist's creative efforts.
 - b. Except as otherwise disclosed in writing to Sangamon County, the Artwork is unique and does not infringe upon any copyright or the rights of any person.

- c. The Artwork is an edition of one, unless otherwise noted in the Contract.
- d. The Artwork (or duplicate thereof) has not been accepted for sale elsewhere.
- e. The Artist has not sold, assigned, transferred, licensed, granted, encumbered, or utilized the Artwork or any element thereof or any copyright related thereto which may affect or impair the rights granted pursuant to the Contract.
- f. The Artwork is free and clear of any liens from any source whatsoever.
- g. The Artist has the full power to enter into and perform the Contract and to make the grant of rights contained in the Contract.
- h. The Artist further agrees not to execute or authorize the execution of another sculpture of the identical design as the Artwork commissioned under this Contract unless agreed to in writing by Sangamon County.

2. The personal skill, judgment, and creativity of the Artist are essential elements of this Contract. Therefore, although the parties recognize that the Artist may employ qualified personnel to work under the Artist's supervision, the Artist shall not assign, transfer, or subcontract the creative and artistic portions of the Work to another party without the prior written consent of Sangamon County. If Sangamon County gives such consent, the terms and conditions of this Contract shall apply to and bind the party or parties to whom such Artwork is subcontracted, assigned or transferred as fully as the Artist is hereby obligated. Artist shall furnish in writing to Sangamon County the name, address, and anticipated payments to any such approved subcontractor or assignee.

3. The Artist shall provide the names, addresses, telephone numbers, and email addresses of all entities the Artist contracts with to provide materials or services to create the Artwork for Sangamon County's approval, and the Artist shall obtain lien waivers from these entities at the request of Sangamon County as a condition to installment payments under this Contract. Any changes in these providers must also be approved by Sangamon County.

4. The Artist shall design, fabricate, deliver, and install the Artwork in the new atrium depicted in Exhibit A. The installation shall include all supports for the blown glass and everything necessary for the lighting of the Artwork, all as set forth in Exhibit A. The Artist shall provide an appropriate art identification marker for the Artwork which complies with Sangamon County Complex signage standards. The Artist shall provide a maintenance manual. The new atrium is a newly finished space, and at the conclusion of the installation of the Artwork, the Artist shall bring the finish of the new atrium space (including its walls, ceiling, and floor) to the same conditions as existed prior to the Artwork's installation. The Artist or Artist agents shall not be liable for damages to the new atrium not caused by the artist or the Artist's agents.

5. The payment of all expenses of any nature the Artist incurs to perform Artist's obligations under this contract are solely the Artist's responsibility.

6. The Artist shall be available with reasonable advance notice for meetings, ceremonies, community engagement events and the like, as requested by Sangamon County.

7. The Artist shall complete and return Exhibit D (tax ID information) to Sangamon County immediately upon signing the contract.

8. The Artist shall prepare sketches, drawings, and models in connection with the Artwork and make them available to Sangamon County to display at all times.

9. The Artist shall allow Sangamon County or its representative to make reasonable inspection and review of the Artwork and the progress of the Artwork at any location upon request. The Artist shall

cooperate and make the Artwork available for viewing to Sangamon County when such request is received.

10. The Artist shall not begin performance under this Contract until this contract is fully executed by the parties, the Artist has provided Sangamon County with proof of the requisite insurance coverage, the Artist has received the first installment payment from the County, and the Artist has received the CAL's notice to proceed.

11. The Artist shall work with Sangamon County to ensure all permits and approvals pertaining to the Artwork required by authorities having jurisdiction over the project are obtained prior to the Artist performing any activities at the Sangamon County Complex related to this Contract. The Artist shall pay related permit and approval fees.

12. The Artist shall comply with the following schedule:

Month 1-8

Proposal revised/approved.

Structural engineer and electrical engineer proposals/approvals.

Months 8 -18

Armature built and installed in atrium. Lighting installed and tested.

Glass color ordered. Begin making glass shapes, drill holes.

Month 19 - 23

Cables and couplers ordered.

Nylon inserts 3D printed.

Travel arrangements for install confirmed with County construction schedule.

Finish glass creation and mockup assembly at Michigan Studio.

Pack sculpture and tools, and ship to Sangamon County Building.

Month 24

Begin glass installation/Artwork installation completed.

13. The Artist, recognizing that time is of the essence, shall perform the Artwork in such manner and with such sufficient equipment and forces to complete the Artwork in compliance with the schedule.

14. Extensions of Contract performance time will be made for delays arising from unforeseeable causes beyond the control and without the fault or negligence of the Artist or of the Artist's subcontractors or suppliers, including but not restricted to:

- a. Acts of God
- b. Insurrections/riots
- c. Acts of Sangamon County
- d. Acts of other contractors in the performance of their contracts with Sangamon County
- e. Fires, floods, epidemics, strikes, freight embargos, or other perils causing damage to the Artwork or Project.

15. Request for a time extension will not be considered unless made in writing to Sangamon County within 7 calendar days after the cause of delay. In the case of a continuing cause of delay, only one request is necessary. Sangamon County may grant time extensions either during the performance of the work or at the end of the Contract deadline. The grant of a time extension to the Artist shall not impair or Sangamon County's rights hereunder. The Artist will not be entitled to any claim for damages or compensation from Sangamon County on account of any delays except that the Contract time will be adjusted for excusable delays, said extension of time granted herein being the Artist's sole and exclusive remedy.

16. Artist shall begin performance by seeking additional information from Sangamon County, as needed, to prepare final drawings and specifications satisfactory to Sangamon County. Artist or her appointed representative(s) shall coordinate with the CAL and travel to the new atrium as often as necessary to

field verify measurements, siting requirements, site conditions, and to obtain Sangamon County's input regarding design options.

17. Artist shall provide engineering drawings for the Artwork, including the suspension system and the entire structure of the Artwork and all electrical components of the Artwork. Engineering drawings must be signed and stamped by an engineer(s) currently licensed in the State of Illinois.

18. Artist will then provide proposed final drawings and specifications for Sangamon County's approval.

19. At any time, upon thirty days' written notice, Artist will provide additional information and drawings for review and permitting purposes at Sangamon County's request.

20. The Artist shall not perform further under this Contract until the Artist has received written authorization from the CAL that the final drawings and specifications submitted by the Artist to Sangamon County have been approved by Sangamon County, which authorization shall not be unreasonably withheld.

21. Fabrication may begin once all plans and specifications are reviewed and approved by Sangamon County.

22. Artist shall avoid the use of materials or finishes known to be hazardous or potentially hazardous, including asbestos or any derivative thereof. Artist shall report to the CAL any material or finish hazard, and any action taken by Artist to minimize or eliminate hazard.

23. The Artist shall fabricate and install the Artwork in conformity with the design and plans approved by Sangamon County. The Artist may not deviate from the approved design without the written approval of Sangamon County.

24. If upon review of the Artwork, Sangamon County determines that the Artwork does not conform with the approved design and plans, Sangamon County reserves the right to notify the Artist in writing of the deficiencies and that Sangamon County intends to withhold the next budget installment.

25. The Artist will promptly cure Sangamon County's objections and, the Artist will notify the county in writing of completion of the cure. Sangamon County shall promptly review the Artwork, and upon approval shall release the next budget installment. If the Artist disputes the Sangamon County determination that the Artwork does not conform, the Artist shall promptly submit reasons in writing to Sangamon County as to why it conforms. Sangamon County shall make reasonable efforts to resolve the dispute with the Artist in good faith. However, Artwork will not be finally accepted until Sangamon County has determined that the Artist has fully complied with the terms of the Contract.

26. The Artist shall notify Sangamon County in writing when fabrication of the Artwork has been completed.

27. Sangamon County shall inspect the Artwork at the completion of installation to determine that the Artwork conforms with the project design concept and to give final approval of the Artwork. Sangamon County shall not unreasonably withhold final approval of the Artwork. In the event that Sangamon County does withhold final approval, Sangamon County shall submit the reasons for such disapproval in writing within 30 days of examining the Artwork. The Artist shall then have 30 days from the date of the notice of the disapproval to make the necessary adjustments to the Artwork in accordance with such writing. The Artist shall not be penalized for any delay in the delivery and installation of the Artwork to the site unless the Artist has willfully and substantially deviated from the project design concept without the prior approval of Sangamon County. The Artist shall then be held responsible for any expenses incurred in correcting such deviation.

28. The Artist will coordinate closely with Sangamon County to ascertain that the site is prepared to receive the Artwork. Artist must notify Sangamon County of any adverse conditions at the site that would affect or impede the installation of the Artwork. The Artist is responsible for timely installation of the Artwork. The Artist will confer and coordinate with Sangamon County to ensure timely coordination. Artist may not install the Artwork until authorized to do so by Sangamon County.

29. Sangamon County shall promptly notify the Artist of any delays impacting the installation of the Artwork. The Artist shall be required to inspect the site and shall notify the Sangamon County of any adverse site conditions that will impact the installation of the Artwork which are in need of correction.

30. Upon prior arrangement, access by Artist may be scheduled for weekends and evenings, as well as during normal business hours, as authorized by the CAL.

31. The Artist shall take all necessary precautions to protect Sangamon County's property, including but not limited to buildings, roads, public streets, sidewalks, parking lots, and landscaping, from damage or nuisance arising out of the Artist's operations or storage practices. The Artist shall repair or compensate for any damage to Sangamon County property due to negligence or lack of adequate protection at no cost to the County.

32. The Artist shall not perform any construction operations of any nature on, over, or across premises, except such operations as are specifically authorized in the Artist's plans or specifications, or as otherwise authorized in writing by the CAL.

33. The Artist shall comply with all applicable laws, statutes, ordinances, regulations, and administrative requirements, including but not limited to safety and engineering regulations of the Sangamon County and the State of Illinois.

34. Immediately upon completion of the installation of the Artwork, the Artist shall remove from the atrium all equipment and any waste materials not previously disposed of, leaving the atrium clean and ready for Sangamon County's final inspection.

35. Installation and worker safety shall be in conformance with all laws applicable to the installations of the Artwork in the new atrium. The Artist shall ensure that all workers and contractors involved in the installation follow safety protocols and are insured to the same extent as the Artist under this Contract.

36. The Artist shall be responsible for all mailing, shipping, transportation, and travel expenses required under this Agreement, as well as all Federal and State income taxes on the total compensation from this Agreement, including any applicable State and local sales tax that may be required. The Artist is solely responsible for the payment on all service providers, material suppliers, and employees the Artist engages in relationship to the Artist's performance under this Contract.

37. The Artist, and all agents and employees of the Artist, shall observe and comply with all prevailing Federal, State, and local laws, ordinances, regulations, and requirements that in any way affect conduct or Work under this Contract, including, but not limited to, the obligation to pay prevailing rates of wages to all laborers, workmen, and mechanics performing work under this contract (Illinois Wages of Employees on Public Works Act (820 ILCS 13 0/1-12)).

38. All risk of destruction of, or damage to, the Artwork or any part thereof, from any cause whatsoever, shall be the responsibility of Artist until final acceptance of the Artwork by the County. Final acceptance shall occur immediately upon the conclusion of Paragraph 27's final approval process. Artist shall notify the CAL in writing when the Work is completed, and all services have been completed, to secure final acceptance by Sangamon County.

39. Upon completion of the Artwork, the Artist shall provide Sangamon County with written instructions for the appropriate maintenance and preservation of the Artwork along with product data sheets for any material or finish used. The written instructions must provide the information sought by the Artwork Maintenance Manual Outline included in this contract as Exhibit C. The Artwork must be durable, taking into consideration that the site is an unsecured public space that may be exposed to elements such as weather, temperature variation, and considerable movement of people and equipment. Artist must ensure that all maintenance requirements will be reasonable in terms of time and expense. Sangamon County will be responsible for the proper care and maintenance of the Artwork.

40. During installation, the Artist shall provide Sangamon County with one or more publication-quality photos of the Work in progress, accurate in color and detail, in .jpg format.

41. After completion, and within thirty (30) days following installation of the Work, the Artist shall provide Sangamon County with one or more publication-quality photos of the completed Work, accurate in color and detail, in .jpg format.

42. The Artist represents and warrants that all work will be performed in accordance with professional "workmanlike" standards and free from defective or inferior materials and workmanship (including any defects consisting of "inherent vice" or qualities that cause or accelerate deterioration of the Artwork) for one year after the date of final acceptance.

43. The Artist is not in breach of the Contract if damage, deterioration, or defects are caused by negligence, neglect, or willful acts of Sangamon County.

44. If within two years of acceptance of the artwork, Sangamon County observes any breach of warranty described in this section that is curable by the Artist, the Artist shall, at the request of Sangamon County, cure the breach promptly, satisfactorily, and consistent with professional conservation standards, at no expense to Sangamon County. Sangamon County shall give notice to the Artist of such breach with reasonable promptness.

45. If within two years of acceptance of the artwork, Sangamon County observes a breach of warranty described in this section that is not curable by the Artist, the Artist is responsible for reimbursing Sangamon County for damages, expenses, and loss incurred by Sangamon County as a result of the breach. However, if the Artist disclosed the risk of breach in the project design proposal and Sangamon County accepted that it may occur, it shall not be deemed a breach for purposes of this section of the Contract.

46. Acceptable Standards of Display. The Artist warrants and represents that:

- a. General routine cleaning and repair of the Artwork and any associated parts will maintain the Artwork within an acceptable standard of public display.
- b. Foreseeable exposure to the elements and general wear and tear will cause the Artwork to experience only minor repairable damage and will not cause the Artwork to fall below an acceptable standard of public display.
- c. With general routine cleaning and repair, within the context of foreseeable exposure to the elements and general wear and tear, the Artwork will not experience irreparable conditions that do not fall within an acceptable standard of public display, including mold, rust, fracturing, staining, chipping, tearing, abrading, and peeling.

47. Manufacturer's Warranties. To the extent that the Artwork incorporates products covered by a manufacturer's warranty, Artist shall provide copies of such warranties to Sangamon County.

48. The foregoing warranties in 46 and 47 are conditional and shall be voided by the material failure of Sangamon County to maintain the Artwork in accordance with the Artist's specifications and the applicable conservation standards.

49. Intentionally blank.

50. The Artist shall provide, at his/her expense, the types and coverages of insurance set forth in Exhibit B hereto.

51. **WAIVER OF RIGHTS.** The Artist shall notify Sangamon County in writing within one year of change in the Artist's address. Failure to give such notice shall constitute a waiver of the Artist's rights to notice under the Agreement.

52. The Artist agrees that the Artist will not refer to the Artwork, or any portion thereof, in a way that reflects discredit on Sangamon County or the Artwork. The Artist also agrees to make a good faith effort to ensure that any references to the Artwork by third parties are similarly respectful.

ARTICLE C. SANGAMON COUNTY-RIGHTS AND RESPONSIBILITIES

1. Sangamon County, through its CAL, shall provide all required information for the Artwork's installations in the new atrium including, but not limited to, specifications for the new atrium shown on Exhibit A. Sangamon County shall perform its contractual duties in a timely manner and so as to not unreasonably delay the Artist's performance under the Contract. Payments by Sangamon County for the Artist's performance under this Contract shall be made to the Artist in full consideration of the design, fabrication, delivery, and installation of the Artwork. All requests for payment shall be submitted to the CAL for review and approval and shall be in accordance with Sangamon County procedures for processing the requests for payment. Sangamon County and its CAL shall at all times have access to the Artwork.

2. Sangamon County will pay the Contract sum of \$299,981.00 through progress payments. Progress payments will be made only when the CAL has signed the voucher indicating acceptance of the Artwork and approval for payment. Progress payments will be based on invoices submitted by the Artist as follows:

PROJECT PAYMENT SUMMARY

Milestone	Percentage	Amount	Deliverables
Payment 1: Contract Signing	10%	\$30,000	Signed contract, Purchase Order
Payment 2: Project Start	30%	\$90,000	Notice to Proceed, finalized designs, procurement of materials
Payment 3: Midpoint of Fabrication	15%	\$45,000	50% fabrication, progress reports, site prep
Payment 4: Installation of Armature & Lighting	15%	\$45,000	Armature and lighting installed, inspection report
Payment 5: Installation of Glass	15%	\$45,000	Glass installation, inspection report
Payment 6: Project Completion	15%	\$44,981	Final installation, marker, photos, project report

PROJECT PAYMENT DETAIL

Payment 1: Contract Signing

- **Amount:** \$30,000 (10% of total budget)
- **Milestone:**
 - Upon execution of the Agreement and receipt of the signed contract, Purchase Order, and submission of invoice by the Artist.

Payment 2: Project Start

- **Amount:** \$90,000 (30% of total budget)
- **Milestone:**
 - Upon issuance of Notice to Proceed, and submission of invoice by the Artist.
 - Artist to provide finalized armature design concepts engineering specs, and initiate procurement of materials.

Payment 3: Midpoint of Fabrication (Progress Check)

- **Amount:** \$45,000 (15% of total budget)
- **Milestone:**
 - Upon completion of 50% of the fabrication of the Work, verified by progress reports and on-site visits as necessary.
 - Shipment of any components necessary for installation (if pre-fabrication of parts is needed).
 - Deliverables include updated engineering drawings, progress photos, and site work preparation.

Payment 4: Installation of Armature and Lighting

- **Amount:** \$45,000 (15% of total budget)
- **Milestone:**
 - Upon installation of the armature (the supporting structure) and lighting components at the site.
 - Armature must be fully set up, and lighting must be functional according to the project specifications.
 - Deliverables include progress photos and an inspection report confirming that the armature and lighting are successfully installed.

Payment 5: Installation of Glass

- **Amount:** \$45,000 (15% of total budget)
- **Milestone:**
 - Upon installation of the glass elements of the Work at the site, ensuring all components are safely mounted and completed.
 - Deliverables include progress photos and an inspection report verifying successful installation of the glass.

Payment 6: Project Completion and Final Acceptance

- **Amount:** \$44,981 (15% of total budget)
- **Milestone:**
 - Upon final acceptance of the completed Work by **Sangamon County**.
 - Deliverables include installation of the art identification marker, submission of publication-quality photos, and a final project report.
 - Artist must verify completion of any post-installation tasks, such as clean-up, final inspections, and any documentation requested by the client.

- Upon final acceptance of the Artwork, receipt of written instructions for the maintenance and preservation of the Artwork, and receipt of documents ensuring protection against lien, Sangamon County shall make the final installment payment.

3. Sangamon County may terminate this Contract, without cause upon 10 days written notice to the Artist. If Sangamon County provides such notice, the Artist is entitled to a final payment or settlement, paid according to the schedule set forth in Article C, paragraph 2, plus a proportionate part of the next scheduled installment determined by the percentage of completion of the Artwork reached at the time of termination. The Artist shall deliver the Artwork to the County in whatever form it exists at the time the Artwork shall then become the County's property for use without restrictions, except that it shall not be represented as the Artist's work.

4. All sketches, drawings, maquettes, mockups, models, photographs, reliefs, and any other materials relating to the Artwork including the Artwork itself shall become the property of Sangamon County upon final payment to the Artist under the Contract. All intellectual property rights in the Artwork shall be the exclusive property of Sangamon County upon final payment to the Artist under the Contract.

5. Title to the Artwork shall remain with the Artist until the Artist is paid in full. Upon receipt of full payment, title to the Artwork, along with all intellectual property rights, including copyright rights concerning the Artwork, shall pass to Sangamon County.

6. Upon final acceptance of the Artwork, any studies, drawings, models, plans, specifications, or other preparatory materials created by the Artist or used by the Artist to perform under this Contract shall be provided to Sangamon County by the Artist and, thereafter, be owned by Sangamon County.

7. The Artist shall be entitled to customary and appropriate identification as the creator of the Work, as follows: April Wagner, 2027, Commissioned by Sangamon County. This notice shall be affixed to the Artwork and in its location of permanent display. Sangamon County agrees that it will not use the Artwork or the Artist's name in any manner that reflects discredit on the Artwork or on the name or reputation of the Artist. In the event that the Artwork is represented in a way not intended by the Artist, at the Artist's request, the Artwork will no longer be attributed to the Artist.

8. The Artist agrees that all references made by the Artist to the Work shall include the following credit line: "Commissioned by Sangamon County" or equivalent, and the Artist shall make a good faith effort to ensure that any and all references to the Work by others include the same credit. Sangamon County grants the Artist the right to use the County's name and project name for non-commercial purposes relating to the Artwork, such as identifying the Artwork as part of the Artist's portfolio, promotional and marketing materials (including but not limited to the Artist's website), and in third-party publications or media. For these purposes, upon reasonable notice to Sangamon County, the Artist or the Artist's designee shall be permitted to enter upon the premises at a mutually convenient time or times to reproduce the Artwork by photographic or other means.

ARTICLE D. GENERAL CONDITIONS

1. Both parties recognize that they must consult closely to accomplish the Artwork that is the goal of this Agreement.

2. The failure of either party to enforce any of the provisions of this Contract, or to require performance by the other party of any of the provisions herein, shall not be construed as a waiver of such provisions, nor shall it affect the validity of this Contract or any part thereof, or the right of either party to thereafter enforce each and every provision.

3. The terms of this Contract constitute the entire understanding between the parties, and no statement, promise, condition, understanding, inducement, or representation, oral or written, expressed or implied, which is not contained herein, shall be binding or valid. This Contract may only be amended or modified by mutual consent of the parties, in writing signed by both parties.

Nothing contained in the terms of this Contract shall create or give third parties any claim or right of action against Sangamon County or the Artist.

4. It is mutually understood and agreed that this Contract shall be governed by the laws of the State of Illinois, both as to interpretation and performance. Any action at law, suit in equity, or judicial proceeding related to this Contract shall be instituted only in the courts of the State of Illinois located in Springfield, Illinois, and the parties agree that they are subject to the personal jurisdiction of said courts.

5. All notices, requests, demands, and other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given upon delivery and receipt if delivered personally, sent by email (confirmed by a response from the recipient), or sent by registered or certified mail with return receipt requested and postage prepaid, as follows:

If to the County Arts Liaison, to:
Sangamon County Building
Springfield, IL
sara@kindconsulting.org

If to Sangamon County, to:
County Administrator
Sangamon County
200 S. 9th St.
Springfield, IL
brian.mcfadden@sangmon.il.gov

If to the Artist, to:
April Wagner
770 Orchard Lake Road
Pontiac, MI 48341
info@aprilwagner.com

6. The Artist agrees to indemnify and hold harmless Sangamon County, its officers, agents, and employees, from and against all claims, costs, and damages, suits, expenses, liability actions, or procedures arising out of the negligent or wrongful acts or omissions or breach of contract related to the project or the installations location or in any way related to the performance of this Contract.

7. Sangamon County agrees to indemnify and hold harmless the Artist and her agents and employees from and against all claims, costs, and damages, suits, expenses, liability actions, or procedures of any kind arising out of the County's negligent or wrongful acts or omissions or breach of contract related to the project or the installation location or in any way related to the performance of this Contract.

8. The parties shall be excused from performing an obligation under this Contract if performance of that obligation is prevented by a condition beyond the control of either party, such as acts of God, war, public emergencies, labor strikes, or other unforeseen events that make performance impossible or impracticable. The affected obligation shall be suspended only for the duration of the condition, unless otherwise mutually agreed upon in writing by the parties. During the suspension period, both parties agree to take reasonable steps to mitigate the effects of the condition and ensure resumption of their contractual obligations as soon as the condition no longer exists.

9. If such a condition causes delays in the Work, the Project Schedule in Article B, paragraph 12 will be equitably adjusted to reflect those delays, provided the delays are not the fault of either party. If either party fails to fulfill any of its obligations under this Contract, the non-breaching party may provide notice of its intent to terminate this Contract by providing written notice to the breaching party. The breaching party shall have thirty (30) days after receipt of the notice to cure the breach. If the breach is not cured within that time, this Contract may be terminated by the non-breaching party without further action.

10. Sangamon County and the Artist each bind themselves, their partners, successors, assigns, and legal representatives to the other party to this Agreement and to the partners, successors, assigns, and legal representatives of such other party with respect to all covenants of this Agreement, to the extent the law allows.

IN WITNESS THEREOF, this Contract executed by the parties as of the dates written below including signing and providing proper information in all of the Exhibits of this contract.

ARTIST
(PRINTED NAME)

SANGAMON COUNTY ADMINISTRATOR
(PRINTED NAME)

ARTIST
(SIGNATURE)

SANGAMON COUNTY ADMINISTRATOR
(SIGNATURE)

DATE

DATE

10-16

EXHIBIT A

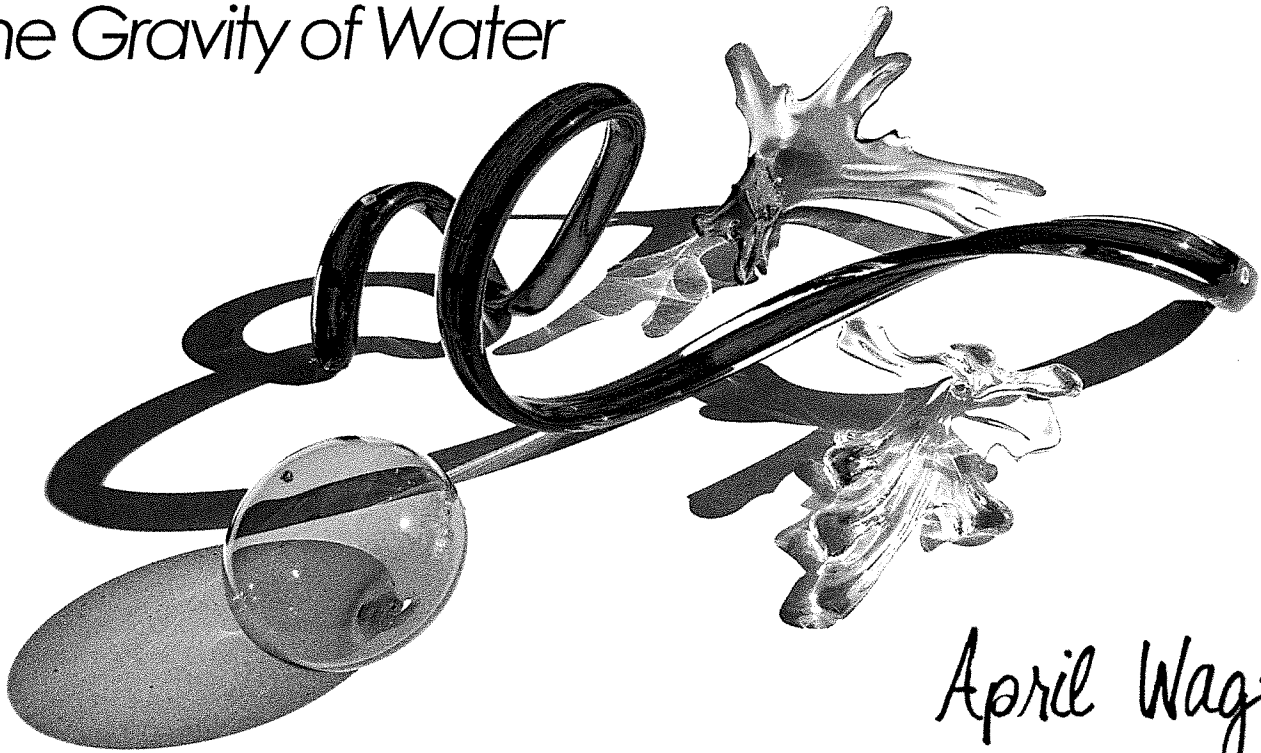
SANGAMON COUNTY ARTWORK PROPOSAL

PROJECT TITLE: THE GRAVITY OF WATER

ARTIST NAME: APRIL WAGNER d/b/a EPIPHANY STUDIOS

PROPOSAL SLIDES INCLUDED BELOW.

The Gravity of Water



April Wagner

Thank You!

Dear Art Committee,

Thank you for the opportunity to create a concept for new Transportation Hub at the Sangamon County Building. My name is April Wagner and I have been sculpting with glass since 1993. I graduated with a BFA in Glass and in the ensuing years have worked full-time as an artist.

My studio is located just north of Detroit. There, with the help of my team, I create one-of-a-kind, hot-sculpted glass artworks. I do this for a variety of applications from small-scale tabletop studies to large-scale hanging or wall-mounted sculptures, and for a variety of clients in healthcare, hospitality, corporate, and public spaces.

I have successfully hung glass in overhead spaces like stairwells and atriums and am an expert at engineering for safety and aesthetics. I hope to add Sangamon County to my list of projects.

I truly appreciate the opportunity to present my concept, *The Gravity of Water*. Thank you for your time and consideration.

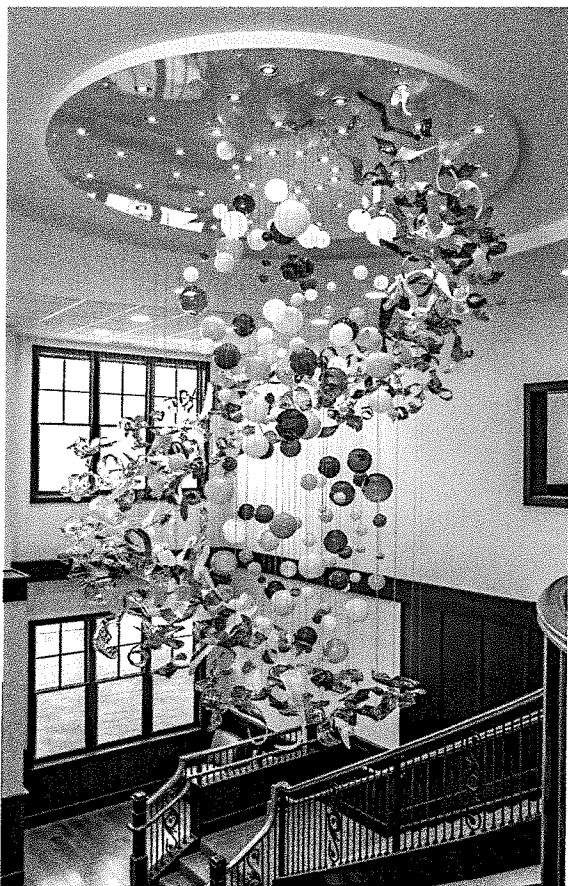
Sincerely,

April Wagner



April Wagner

10-17



PREVIOUS WORK

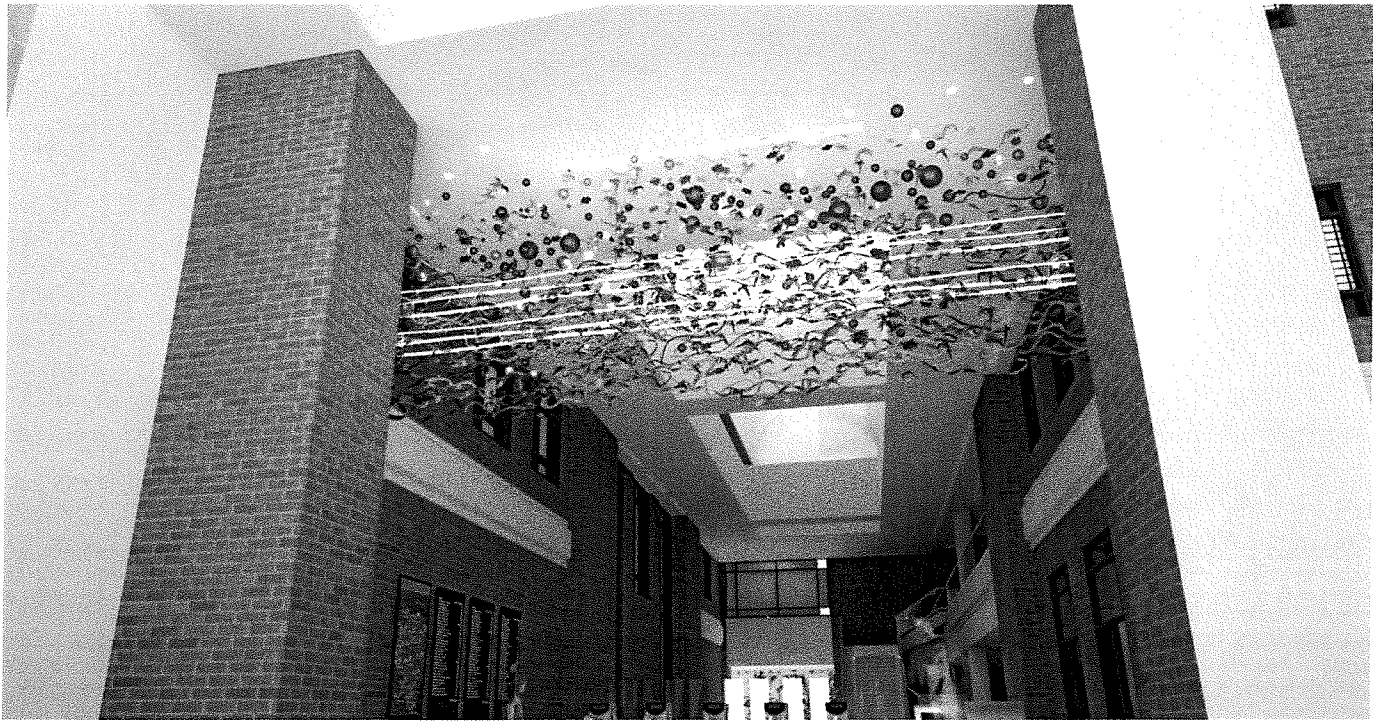
April Wagner
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PREVIOUS WORK

10-19

THE GRAVITY OF WATER



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16-20

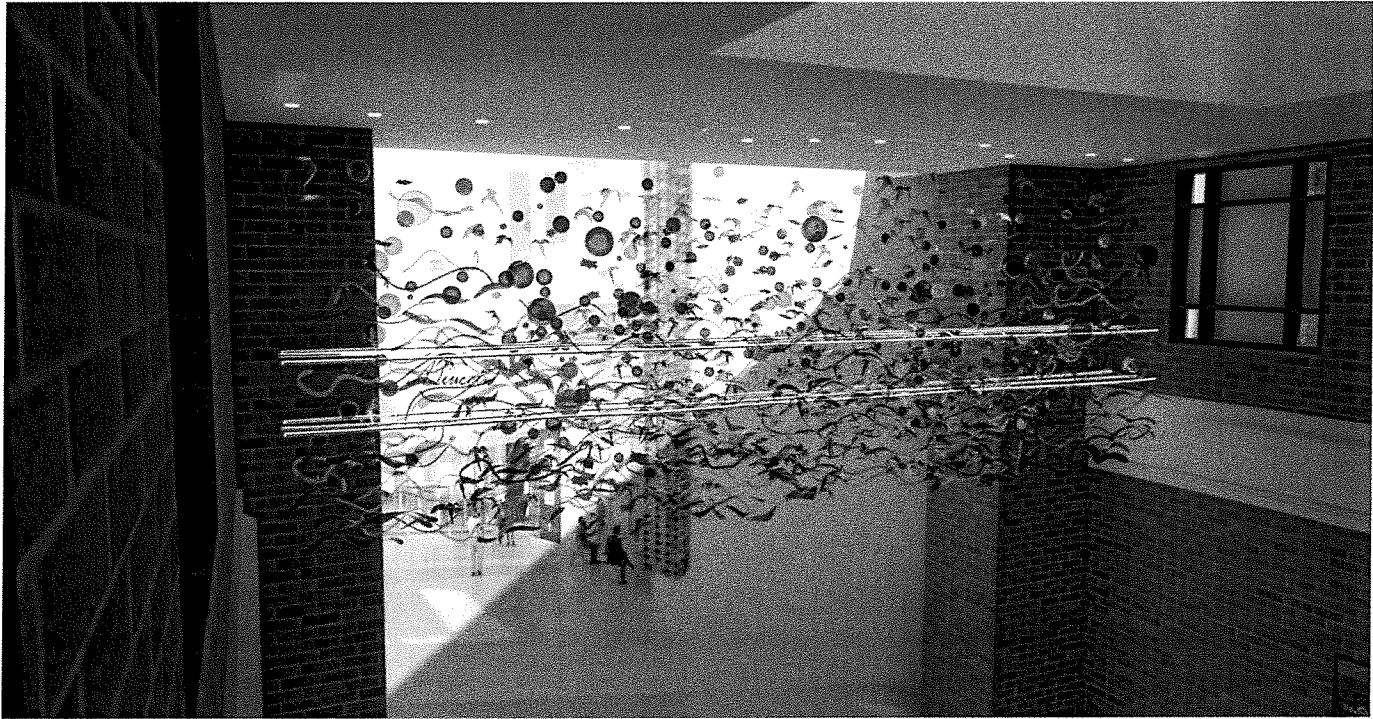
THE GRAVITY OF WATER



April Wagner

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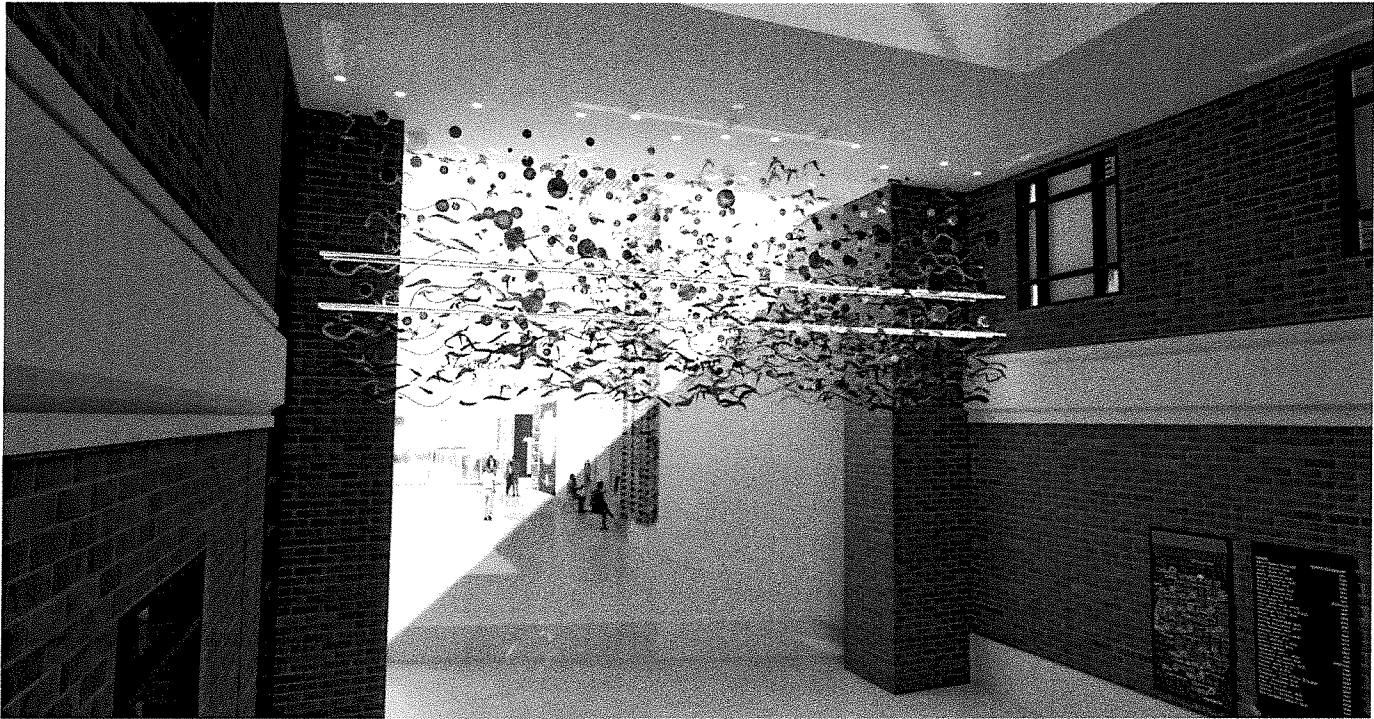
THE GRAVITY OF WATER



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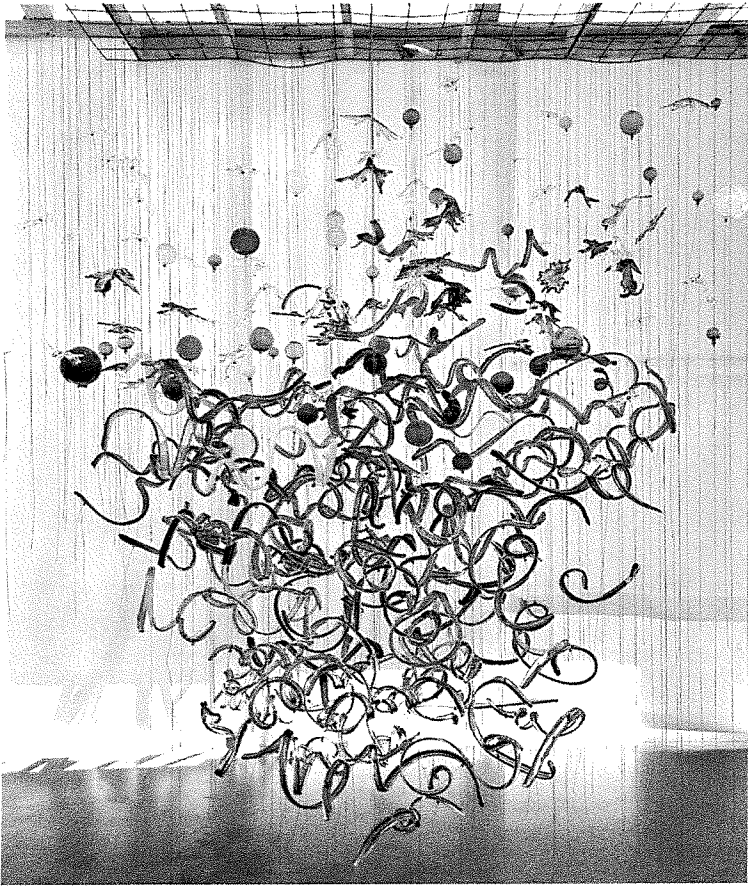
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THE GRAVITY OF WATER



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THE GRAVITY OF WATER

[Link to animation](#)

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Development Process

My work is site-specific. I visited Springfield and the Sangamon County Building to gather first-hand information about the region, the plans for future adjacent developments, and to better understand the people.

The proposed Transportation Hub (The Hub) is ideally situated to allow visitors access to many relevant community spaces in the most thoughtful way possible, encouraging public transportation and relieving congestion. Visitors of diverse ages, backgrounds, and agendas will enjoy easy access to government agencies, community opportunities and cultural experiences.

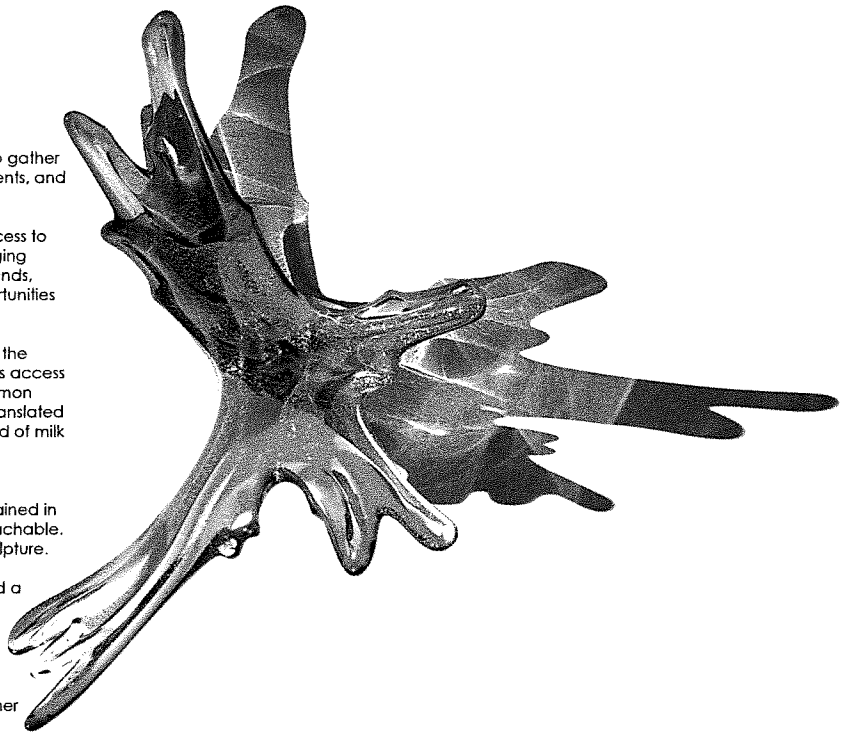
I am drawn to the story of the region's history. While it is the home of Lincoln and the capital city of Illinois, the area was first settled by Native Americans because of its access to fresh water. Agrarian in nature, the area's rich soil is replenished by the Sangamon River. 'Sangamon' is derived from the Pottawatomie Indigenous word, loosely translated to mean "where there is plenty to eat," often understood colloquially as "the land of milk and honey." Today the river still plays an important role in the region's economic makeup.

As a Midwesterner myself, I recognize the pride of place and the work ethic ingrained in our way of thinking as both practical yet aspirational, down to earth and approachable. This is what I thought about while developing my concept for the Hub Atrium sculpture.

My title, *The Gravity of Water*, is a direct reference to the history of the region and a metaphor for the power of water to shape lives.

The function of my sculpture is to identify place by creating a "wow" factor that resonates with diverse viewers.

The concept of my sculpture is that water is the great equalizer, it brings us together as a community, it cleanses us, and gives us life.



Concept

The Transportation Hub is, by its very nature, a place people flow through. Like water, they stream in and out, passing from one place to the next.

The location and shape of the *The Gravity of Water* becomes a gateway in the passage from here to there. The sculpture locates the viewer in place physically using volume and color, and emotionally with the calming but transitional energy articulated by the modulating lights.

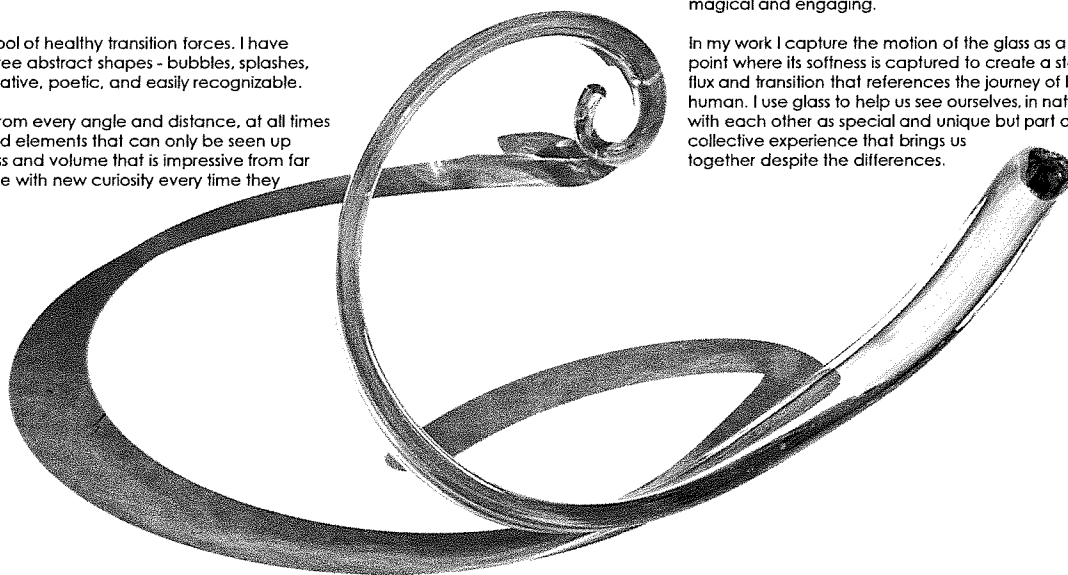
Water in motion is a symbol of healthy transition forces. I have conceptualized it into three abstract shapes - bubbles, splashes, and waves. Each is evocative, poetic, and easily recognizable.

Designed to be viewed from every angle and distance, at all times of day, with small detailed elements that can only be seen up close and an overall mass and volume that is impressive from far away, viewers will engage with new curiosity every time they encounter the sculpture.

Artist Statement

Glass, unlike any other artistic medium, is in a constant state of transition. Neither solid nor liquid, it is a gift from nature that has changed the course of humankind. From harnessing light into bulbs or creating information superhighways, from looking deep in the ocean to millions of miles into outer space, glass allows us to see and be seen. Used for art it creates a state of wonder in us, the beauty and sparkle, how it dances with the light, it feels very magical and engaging.

In my work I capture the motion of the glass as a liquid, the point where its softness is captured to create a story about flux and transition that references the journey of being human. I use glass to help us see ourselves, in nature, and with each other as special and unique but part of a collective experience that brings us together despite the differences.



April Wagner

Details

Scale: 'The Gravity of Water' will measure 29'w x 5'd x 11' 8" from the ceiling

Color: A palette of transparent and opal blues and blue greens with touches of clear and transparent violet. Some of the pieces will be coated in a specialty finish called "Dichroic". Dichroic is a film coating designed for NASA that reflects and refracts light waves to create iridescent color spectrums.

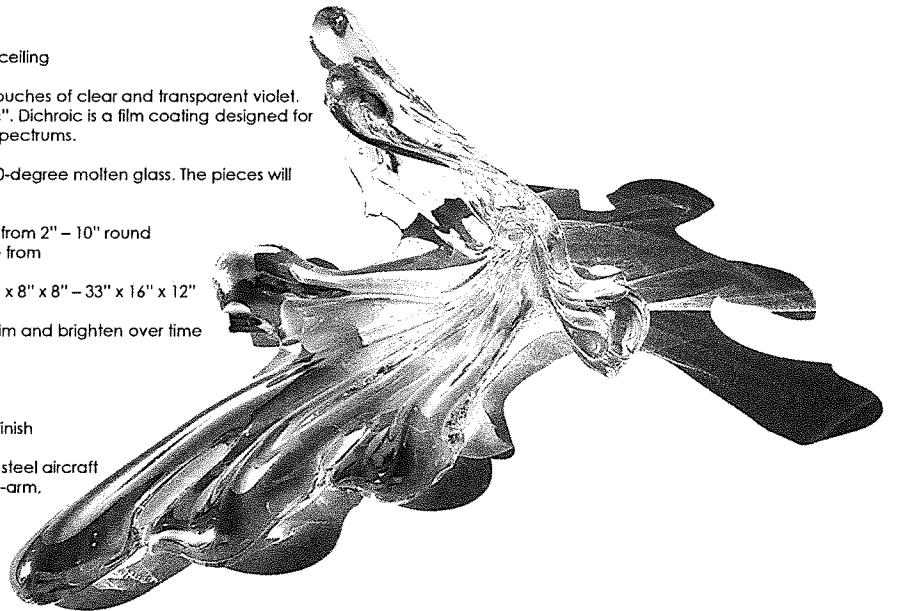
Glass: Each piece will be hand-blown or hot-sculpted by me from 2000-degree molten glass. The pieces will vary in shape, color, and size.

- Bubbles – Approx 320 pieces, 32 covered in Dichroic, ranging in size from 2" – 10" round
- Splashes – Approx 520 pieces, 52 covered in Dichroic, ranging in size from 5" x 4" x 1" to 9" x 6" x 6"
- Waves – Approx 480, 48 covered in Dichroic, ranging in size from 16" x 8" x 8" – 33" x 16" x 12"

Lighting: The sculpture utilizes three systems that are programmed to dim and brighten over time and in different patterns to create motion. 5000K CRI 95+

- 12 directional lights located in the ceiling
- 20 pin lights located inside the bubble shapes at various locations
- 2 three-arm, horizontal light bars 6' and 9' from the ceiling, chrome finish

Hanging Systems: Approximately 1/2 of the glass will hang from stainless steel aircraft cables from the ceiling. The other 1/2 will hang from either of the 2 three-arm, horizontal light bars



Budget

Detailed Budget [HERE](#)

Design Fee	\$ 25,000
Sculpture	\$199,100
Installation: Glass	\$ 27,031
Packing/Shipping: Glass	\$ 4,150
Licensed Assistance	\$ 13,500
Additional Costs	\$ 6,200

SUBTOTAL	\$274,981
Contingency 10%	\$25,000

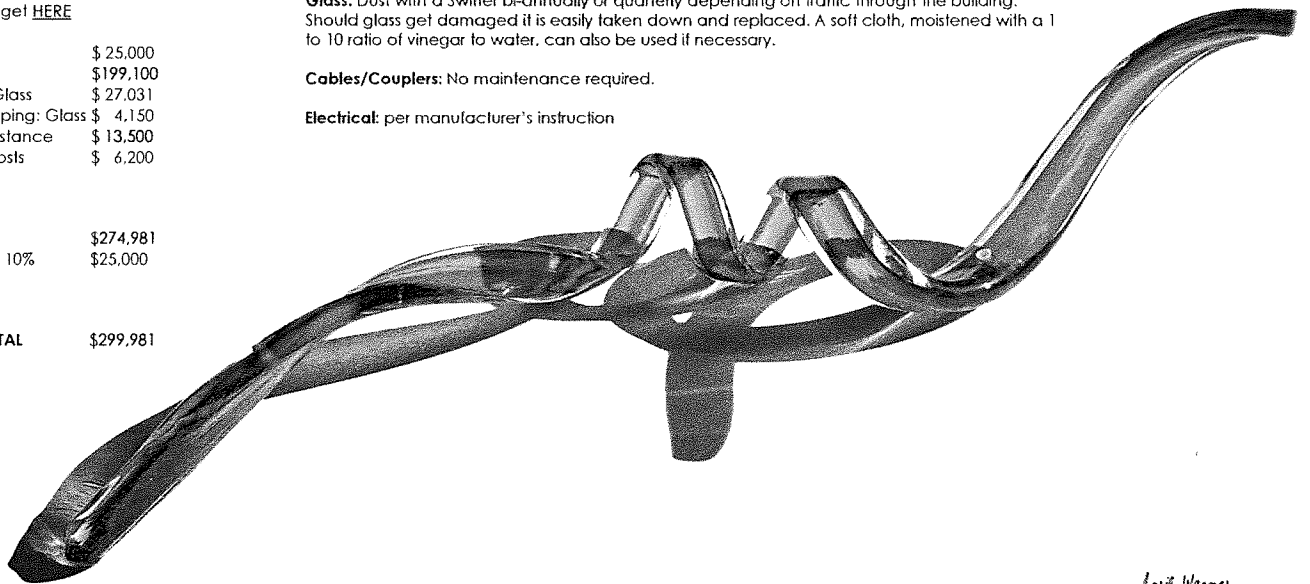
Estimated TOTAL	\$299,981
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Cleaning and Maintenance

Glass: Dust with a Swiffer bi-annually or quarterly depending on traffic through the building. Should glass get damaged it is easily taken down and replaced. A soft cloth, moistened with a 1 to 10 ratio of vinegar to water, can also be used if necessary.

Cables/Couplers: No maintenance required.

Electrical: per manufacturer's instruction



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10-28

"The Gravity of Water"

Artist: April Wagner
Location: Sangamon County Building Atrium

Budget

Design Fee				Estimated	
10% of project value		project design and management		\$25,000	
Sculpture					
Glass style	Number	Cost			
Bubbles	320	\$60 each	\$19,200		Any work I do in conjunction with the Springfield Art Association and glass community, and any special events to engage stakeholders or the community at large would be paid for from this part of the budget.
Splashes	520	\$45 each	\$23,400		
Waves	480	\$125 each	\$60,000		
Dichroic coating	16 sheets	\$250 each	\$4,000		
Cables/Hardware to hold glass		stainless steel cables, crimps, nylon inserts	\$4,000		
		2 fixtures - 3 arms each 20' long x 48" w 2" round stainless steel tubing,			I plan to look for a local fabricator of excellent repute to assist me in building and installing the armature.
Armature Fabrication and Installation		bent organically with solid 1/8" cross bars to hang cables for glass	\$20,000		
		3 system, ceiling lights, LED strips, omni-directional fixtures, including engineering, drawings, and installation	\$68,500		I plan to coordinate the lighting with Chris Chuitli from MOOD:Media so there is synergy with what he has planned in the rest of the space.
Electrical Hardware and installation			\$68,500		Quote for lighting system HERE
TOTAL			\$199,100		
Installation: Glass				Estimated	
		April Wagner/epiphany studios			
		5 people estimated 7 days			
Hotel	5 ppl / 8 nights	\$100/room/night	\$4,200		
Per Diem	\$59/person/day		\$2,065		
POV Per Diem	.460 miles each way/920	\$0.67	\$616		
Labor	2 ppl at \$700/day		\$9,800		
	3 ppl at \$350/day		\$7,350		
Lifts	2 needed	rental, delivery, set up	\$3,000		
TOTAL			\$27,031		
Packing and Shipping: Glass				Estimated	
Materials		newsprint, bubble wrap, foam, crate or boxes	\$350		
Labor		2 ppl / 3 days	\$2,400		
Freight		Pontiac, MI to Springfield, IL common carrier	\$1,400		
TOTAL			\$4,150		
Licensed Assistance				Estimated	
Structural Engineer		review and approve/stamp armature drawings	\$5,000		
Electrial Engineer		review and approve/stamp electrical drawings	\$5,000		
Union Electrician		install switches, make electrical connections	\$3,500		tbd installation currently included in Armature Fabrication
Union Carpenters		Install metal armature into ceiling			tbd installation currently included in electrical Hardware
TOTAL			\$13,500		
Additional Costs				Estimated	
		Insurance for artwork in-transit and during installation	\$1,500		Current Liability Coverage located here
		Additional Liability Coverage may be required	\$1,000		
		Permits to work in building	\$2,000		
		Taxes			tbd
		Permanent Signage	\$200		
		Photographer	\$1,500		
TOTAL			\$6,200		
Total Costs				Estimated	
		Design Fee	\$25,000		
		Sculpture	\$199,100		
		Installation: Glass	\$27,031		
		Packing and Shipping: Glass	\$4,150		
		Licensed Assistance	\$13,500		
		Additional Costs	\$6,200		
SUBTOTAL			\$274,981		
		Contingency 10%	\$25,000		
Estimated TOTAL			\$299,981		

Installation Process

Pre-install:

The Gravity of Water will be hand-blown by me in my Pontiac, MI studio. I will assemble the sculpture in my studio to understand volume, placement, and patterns prior to arriving onsite. Final placement will happen onsite to account for the most visual impact from each of the viewing locations.

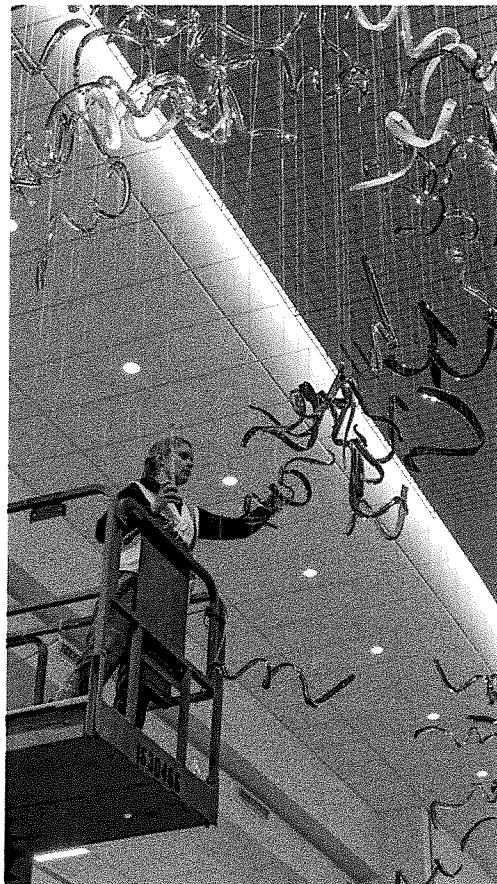
Armature and Electrical Installation:

The hanging system and the electrical components will be installed while the site is under construction, i.e. while the wall is in place to save on costs to finish the ceiling.

Glass Delivery: The glass will be packed and transported directly to the site via common carrier, delivered just before my team and I arrive. Installation should take 7-10 days depending on hours of access to the site.

Glass Installation:

Ideally, I am the last contractor in the space after the wall has been removed and construction is complete. The glass installation will cause little dust or mess. We will use a 2-person lift that can reach the ceiling, covering the finished floor to prevent any damage.



Installation Timeline

Glass Installation Timeline:

- Day 1: Unbox and organize by shapes and colors, confirm lift/scaffold is correct, test electrical to confirm it works
- Day 2: Hang Glass
- Day 3: Hang Glass
- Day 4: Hang Glass
- Day 5: Hang Glass
- Day 6: Final Adjustments, Clean
- Day 7: Clean Glass
- Day 8-10: For Unseen Delays

I have allotted more time than I think it will take because there are always unknowns.

My assistants will be cleaning and staging the glass and setting up cameras to capture the install. I will hang the glass on the cables temporarily and adjust to create the most dynamic visual effect. Once complete, together with my assistants, we go back through and permanently affix the glass to the cables and give the glass a final cleaning to remove any fingerprints. Then we clean the site, removing any boxes, tools, or mess.

Community Engagement:

Installation is a time when stakeholders or influential community members might like to come through the space to see the art. I can give them an explanation of the process and show them the glass up close. I recommend a tour happens on day 4 so some of the sculpture is hanging but it's not complete yet.

I will work Mario Clarke, glass artist, and Kaylee Demlow at the Springfield Art Association to develop community opportunities for the glass creation, including but not limited to hiring him (and other glass students at the Art Association) to work with me and my team either in the Springfield studio or inviting them to Michigan to work in my studio, creating a special event at the Springfield Art Association to invite the community at large to watch the glass being made, or hosting a private event for stakeholders to work with us to create some of the glass. This could be envisioned as a fundraiser for the Art Association or tie into other special events happening in Springfield that are arts related or are a draw for people to come downtown. Any costs associated for this would come out of my budget line item "sculpture".



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Project Timeline

Contract Awarded: estimated completion Q4 2026 install, subject to construction changes.

Month 1-8

- Proposal revised to accommodate any revisions
- Proposal sent to structural engineers and electrical engineers for approval.

Months 8 -18

- Armature built and installed in atrium. Lighting installed and tested.
- Glass color ordered. Begin making glass shapes, drill holes.

Month 19 - 23

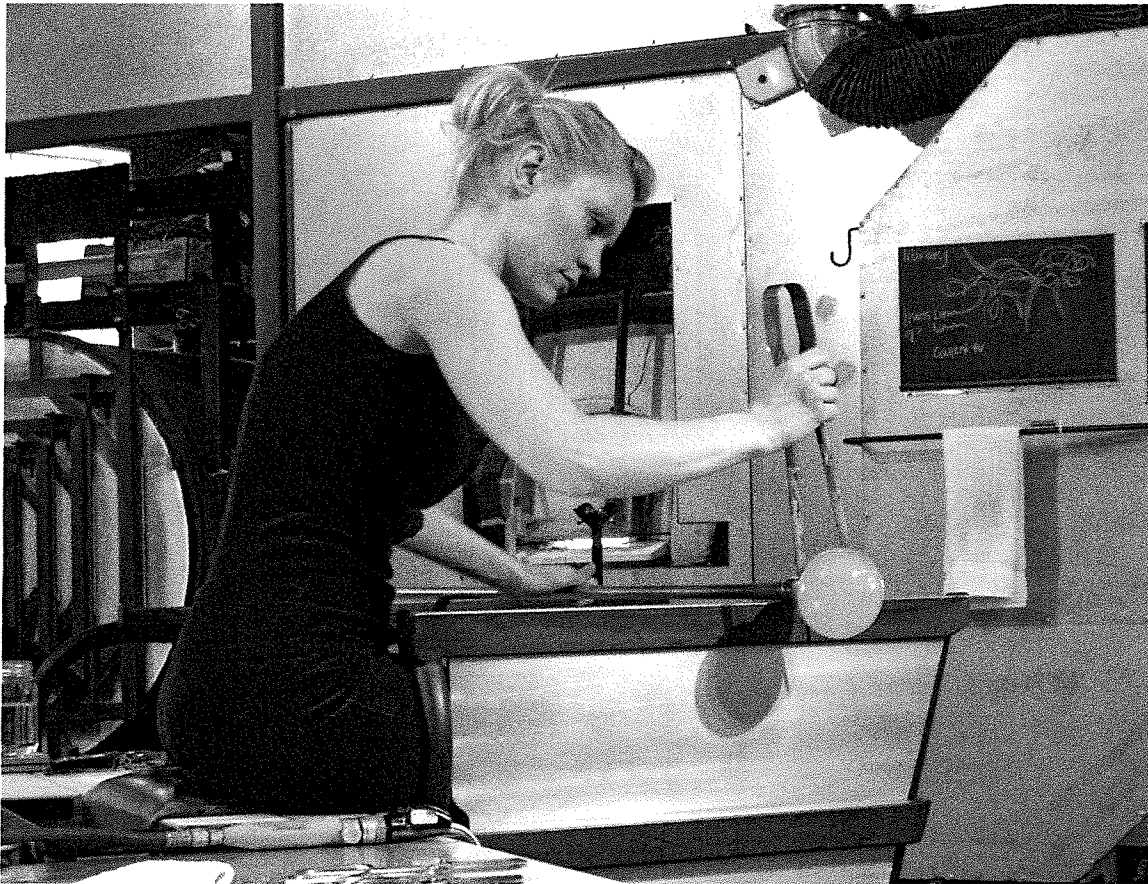
- Cables and couplers ordered.
- Nylon inserts 3D printed.
- Travel arrangements for install confirmed with County construction schedule.
- Finish glass creation and mockup assembly at Michigan Studio.
- Pack sculpture and tools, and ship to Sangamon County Building.

Month 24

- Begin glass installation. Complete installation.

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Thank you!

Contact: April Wagner
www.AprilWagner.com
info@aprilwagner.com
248-745-3786
770 Orchard Lake Road
Pontiac MI 48341

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EXHIBIT B

SANGAMON COUNTY ARTWORK INSURANCE REQUIREMENTS

PROJECT TITLE: THE GRAVITY OF WATER
ARTIST NAME: APRIL WAGNER d/b/a EPIPHANY STUDIOS

ARTICLE 1. INSURANCE-GENERAL

- A. The Artist is required to provide, at the Artist's expense, commercial liability insurance at all times during the transportation of and creation/installation of the Artwork.
- B. SANGAMON COUNTY shall exercise sole discretion to determine the acceptability of insurance.
- C. SANGAMON COUNTY must be named as an additional insured on the certificate.
SANGAMON COUNTY and the project title shown above must be listed on the certificate.

ARTICLE 2. REQUIRED COVERAGES

- A. Automobile Liability
 - 1. Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Artist, with policy limits of not less than One Million Dollars (\$1,000,000.00) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of those motor vehicles along with any other statutorily required automobile coverage.
- B. Commercial General Liability
 - 1. Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than One Million Dollars (\$1,000,000.00) each occurrence, One Million Dollars (\$1,000,000.00) general aggregate, and Two Million Dollars (\$2,000,000.00) aggregate for products-completed operations hazard, providing coverage for claims including:
 - a. damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
 - b. personal injury and advertising injury;
 - c. damages because of physical damage to or destruction of tangible property, including the loss of use of such property; and
 - d. bodily injury or property damage arising out of completed operations.
 - 1.. The Artist's Commercial General Liability policy under this Section shall not contain an exclusion or restriction of coverage for the following:
 - a. claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim.
 - b. damage to the Contractor's Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arises was performed by a Subcontractor.
 - c. Claims for bodily injury other than to employees of the insured.
 - d. Claims or loss excluded under a prior work endorsement or other similar exclusionary language.
 - e. Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language.
 - 2. The Artist may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as the coverages required under Article 2.A

and 2.B, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

C. Worker's Compensation

1. Employers' Liability with policy limits not less than Five Hundred Thousand Dollars (\$500,000.00) each accident, Five Hundred Thousand Dollars (\$500,000.00) each employee, and Five Hundred Thousand Dollars (\$500,000.00) policy limit.
2. Worker's compensation insurance that meets the statutory requirements of the Illinois Workers' Compensation Act.
3. The Artist shall require all subcontractors to also carry insurance coverage equal to or exceeding that required by this Artwork Insurance Requirements.

If the Artist does not have any employees as defined by Illinois statute and regulation and does not wish to cover himself or herself for Worker's Compensation, the Artist shall sign the following statement:

I do not have, nor intend to have for the full term of this Agreement, any employees. Furthermore, I do not wish to obtain or be covered under any Worker's Compensation insurance coverage and, therefore, am signing this statement in lieu of providing the above required Worker's Compensation insurance coverage.

Artist Signature

Date

Artist (Print name)

EXHIBIT C

SANGAMON COUNTY ARTWORK MAINTENANCE MANUAL

PROJECT TITLE: THE GRAVITY OF WATER

ARTIST NAME: APRIL WAGNER d/b/a EPIPHANY STUDIOS

Use the outline below to ensure that the maintenance manual submitted for this project is complete. Attach as many sheets as necessary to provide comprehensive information including drawings, sketches, photographs, cut sheets, specifications, instruction sheets, material data safety sheets, manufacturer brochures, as built, warranties, and any other documentation necessary to understand the piece and its care.

- I. Artist Information
 - A. Name
 - B. Address
 - C. Phone
 - D. E-Mail
 - E. Website
 - F. Year of birth
 - G. Place of birth
 - H. One paragraph artist biography
- II. Artwork & Conceptual Information
 - A. Title
 - B. Media
 - C. Dimensions
 - D. Weight
 - E. Artist's statement
 - F. Date(s) created
- III. Fabrication use specific brand names when possible
 - A. Artwork materials
 - B. Finish/Patina/Protective coating
 - C. Display/Presentation materials
 - D. Fabricator(s)
 - E. Fabricator(s) contact information
 - F. Fabrication method(s)
 - G. Suppliers
- IV. Installation
 - A. Date
 - B. Installer(s)
 - C. Installer(s) contact information
 - D. Installation method (including details of base, substructure, footings, etc.)
- V. Location and External Factors
 - A. Describe physical position of artwork
 - B. If the work is site specific, describe the relationship of the work to the site.
- VI. Maintenance
 - A. Routine maintenance guidelines-include a complete explanation on how to do routine maintenance including how often what materials to use, etc.
 - B. Long-term maintenance guidelines- include a complete explanation on how to do routine maintenance including how often what materials to use, etc.
 - C. Desired appearance of the artwork
 - D. Warranties