

RESOLUTION NO. 30-1

WHEREAS, Sangamon County is constructing a transportation hub; and

WHEREAS, as designed, the transportation hub includes two spaces for large murals; and

WHEREAS, a committee formed by Sangamon County for the purpose of selecting the type and design of the murals recommends that Danielle Mastrion's design be selected for the west side mural space and that Sangamon County contract with Danielle Mastrion to create and install the selected design.

NOW, THEREFORE, BE IT RESOLVED by the members of the Sangamon County Board on this this 11th day of January, 2022, that the recommendations of the aforesaid committee are accepted and that the County Board Chairman is hereby authorized to execute the contract attached hereto, a contract which, in summary, requires Danielle Mastrion to provide the desired mural at a cost to Sangamon County not to exceed \$132,525.

Respectfully Submitted,
Buildings and Grounds Committee

ATTEST:

County Clerk

Approved by the Building & Grounds Committee

Chairman, Sangamon County Board

Pam Depp

Chairman, Building & Grounds Committee

FILED

JAN 07 2022

Don Key
Sangamon County Clerk

SANGAMON COUNTY ARTWORK CONTRACT

PROJECT TITLE: 10TH STREET MURAL
ARTIST NAME: DANIELLE MASTRION

The parties to this **CONTRACT** are:

Name: Danielle Mastrion
Address: 2206 Burnett Street
City, State, Zip: Brooklyn, NY 11229

herein after called "Artist" and Sangamon County.

ARTIST AND SANGAMON COUNTY, for the consideration stated herein, agree as follows:

ARTICLE 1. CONTRACT DOCUMENTS. The parties' "Contract" consists of this Artwork Contract, Artwork General Conditions of Contract, Artwork Insurance Requirements, Sangamon County Certifications, Artwork Design Proposal Concept, Artwork Prevailing Wage, Artwork Maintenance Manual Outline, Approved Amendments (if any), Approved Change Orders (if any), and Special Conditions (if any).

ARTICLE 2. SCOPE. The Artist shall perform in strict accordance with the Contract. The Artist shall design, fabricate, transport, install, and complete the following artwork (hereinafter the Artwork)

Title: 10th Street Mural
Dimensions: 47' tall, 61.' wide
Media: Exterior latex paint, professional quality aerosol paint

The Artist warrants that the Artwork shall be a unique and original product of the Artist's creative efforts, is an edition of one, has not been accepted for sale elsewhere, and that Sangamon County shall own, on its completion, the Artwork and all intellectual property rights to the Artwork free and clear of any and all liens or claims.

ARTICLE 3. CONTRACT TIME. The Contract shall take effect on the date executed by Sangamon County. The Artist shall commence work immediately upon receipt of Authorization to Proceed. All work shall be completed, in accordance with the Contract, no later than **December 31, 2022**.

ARTICLE 4. CONTRACT SUM. Sangamon County shall pay the Artist for the performance of this Contract an amount not to exceed \$132,525.00

ARTICLE 5. INSURANCE. This Contract may require insurance.
Insurance (IS) (IS NOT) required.

ARTICLE 6. FUNDING. This Contract will be deemed null and void if Sangamon County or the State of Illinois or other legally applicable funding source fails to make an appropriation or reappropriation sufficient to pay such obligation.

ARTICLE 7. USE OF SUBCONTRACTORS. Complete the following for all known subcontractors.

Subcontractor's Name	Subcontractor's Address	Annual Value

ARTICLE 8. TAXPAYER IDENTIFICATION NUMBER.

Under penalties of perjury, I certify that

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).
 - If you are an individual, enter your name and SSN as it appears on your Social Security Card.
 - If you are a sole proprietor, enter the owner's name on the name line followed by the name of the business and the owner's SSN or EIN.
 - If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's name on the name line and the d/b/a on the business name line and enter the owner's SSN or EIN.
 - If the LLC is a corporation or partnership, enter the entity's business name and EIN and for corporations, attach IRS acceptance letter (CP261 or CP277).
 - For all other entities, enter the name of the entity as used to apply for the entity's EIN and the EIN.

Name: _____

Business Name (if any): _____

Taxpayer Identification Number:

Social Security Number _____
or
Employer Identification Number _____

Legal Status (check one):

- | | | |
|---|---|---|
| <input type="checkbox"/> Individual | <input type="checkbox"/> Corporation providing or billing medical and/or health care services | <input type="checkbox"/> Estate or trust |
| <input type="checkbox"/> Sole Proprietor | <input type="checkbox"/> Corporation NOT providing or billing medical and/or health care services | <input type="checkbox"/> Pharmacy (Non-Corp.) |
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Governmental | <input type="checkbox"/> Pharmacy/Funeral Home/Cemetery (Corp.) |
| <input type="checkbox"/> Legal Services Corporation | <input type="checkbox"/> Nonresident alien | <input type="checkbox"/> Limited Liability Company (select applicable tax classification) |
| <input type="checkbox"/> Tax-exempt | | <input type="checkbox"/> D = disregarded entity |
| | | <input type="checkbox"/> C = corporation |
| | | <input type="checkbox"/> P = partnership |

Signature: _____

Date: _____

IN WITNESS THEREOF, this Contract executed by the parties as of the dates written below.

ARTIST

SANGAMON COUNTY

Artist Signature Date

Chairman Date

Artist (Print name)

SANGAMON COUNTY ARTWORK GENERAL CONDITIONS OF CONTRACT

PROJECT TITLE: 10TH STREET MURAL
ARTIST NAME: Danielle Mastrion

ARTICLE 1. DEFINITIONS

- A. **SANGAMON COUNTY.** Sangamon County is the governmental body that will approve, own and be responsible for the Artwork upon its completion.
- B. **PROJECT.** Project is the total construction in which the Artwork to be created pursuant to this Contract will be incorporated or displayed.
- C. **ARTIST.** Artist is the individual, partnership, firm, corporation, or other business entity entering into this Contract to perform the work required by the Contract.
- D. **ARTWORK.** The Artwork comprises the finished product incorporated into the Project as specified by A/E drawings and such other services required of the Artist by the Contract. The Artwork includes all labor, materials, equipment and services necessary for the performance of the Contract.

ARTICLE 2. SANGAMON COUNTY-RIGHTS AND RESPONSIBILITIES

- A. **AUTHORIZED REPRESENTATIVES OF SANGAMON COUNTY.** Sangamon County has the right to designate authorized representatives to act on its behalf. Sangamon County and its representatives shall at all times have access to the Artwork.
- B. **COORDINATION.** Sangamon County will designate a consultant to coordinate all activities between SANGAMON COUNTY, Project Manager, Architect/Engineer, and Artist.
- C. **RIGHT TO TERMINATE THE CONTRACT.** SANGAMON COUNTY may terminate this Contract:
 - 1. With or without cause, upon 10 days written notice to the Artist. If the termination is without fault on the Artist's part, the Artist will be entitled to a final payment or settlement, paid according to the schedule set forth in *Article 7-Payment*, plus a proportionate part of the next scheduled installment determined by the percentage of completion of the Artwork reached at time of termination. The Artist shall deliver the Artwork to Sangamon County in whatever form it exists at that time. The Artwork then becomes Sangamon County's property for use without restrictions, except that it shall not be represented as the Artist's work.

2. If the Artist fails or refuses to execute the work with such diligence as to bring about timely completion in accordance with the Contract schedule, Sangamon County will give the Artist written notice of its intention to terminate and the reason therefor. Unless satisfactory arrangements for prompt performance are made within 10 business days, Sangamon County may terminate the Contract.
3. Upon the Artist's death or permanent disability.

4. In the event of termination as set forth under *Article 2(C)2 or 3-Right to Terminate the Contract*, Sangamon County may take possession of the design, drawings, photographs, partially completed Artwork and materials and pay to the Artist or his estate the proportionate share of payment called for in *Article 7-Payment*, and complete the fabrication and installation of the Artwork at its expense. Exercise of this option by Sangamon County does not prevent Sangamon County from pursuing a remedy otherwise available to it by law and equity.

D. DISPUTE RESOLUTION. All disputes between the parties related to the Contract shall be resolved in Sangamon County Circuit Court, which court shall have exclusive subject matter jurisdiction, and, in regard to such disputes, the parties agree that said court shall have personal jurisdiction over them.

E. OWNERSHIP OF INTELLECTUAL PROPERTY RIGHTS TO THE ARTWORK.

1. 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.
2. All intellectual property rights in the Artwork shall be the exclusive property of Sangamon County upon final payment to the Artist under the Contract.

ARTICLE 3. ARTIST- RIGHTS AND RESPONSIBILITIES

A. DESIGN AND COMPLETION OF THE ARTWORK. The Artist shall:

1. Perform all services and furnish all supplies, material, and/or equipment as necessary for the design and fabrication of the Artwork in accordance with the Contract Services shall be performed in a professional manner and in strict compliance with all terms and conditions of the Contract.
2. Prepare sketches, drawings, and models in connection with the Artwork and make them available to Sangamon County to display at all times.
3. Artist shall provide a maintenance manual with a description of all materials and products utilized in the Artwork and the required care and upkeep necessary to preserve the Artwork (see Artwork Maintenance Manual Outline).
4. Be available with reasonable advance notice for meetings, ceremonies, community engagement events and the like, as requested.

B. **REVIEW OF ARTWORK IN PROGRESS.** Sangamon County or its representative shall have the right to make reasonable inspection and review of the Artwork and the progress of the Artwork upon request. The Artist shall cooperate and make the Artwork available for viewing to Sangamon County when such request is received.

C. **PERMITS AND FEES**

1. The Artist shall work with Sangamon County to make sure all permits and approvals pertaining to the Artwork required by authorities having jurisdiction over the project are obtained.
2. All travel and other expenses for the Artist, his/her agents or employees as required for the proper performance of the Artwork are direct expenses as that phrase is used in Article 7.
3. Purchases of materials for incorporation into the project are exempt from the Illinois Retailer's Occupation and Use Tax (sales taxes.)

D. **CONTRACT TIME**

1. 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 by the date specified in the Contract.
2. 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 his subcontractors or suppliers, including but not restricted to:
 - a. Acts of God
 - b. Insurrections/riots
 - c. Acts of Sangamon County, the A/E
 - 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.
3. 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 prejudice Sangamon County's rights hereunder.

4. 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.

E. INSURANCE AND RESPONSIBILITY FOR DAMAGES DURING INSTALLATION.

1. The Artist shall bear the risk for all loss or damage to the Artwork, until Sangamon County's final acceptance and final payment. The Artist shall also be responsible for all loss or damage to the project, the site and improvements thereon and the work of other contractors caused by his/her acts or omissions during the performance of the Contract.
2. The Artist shall provide, at his/her expense, commercial liability insurance during the time of installation. This required insurance shall provide protection for the Artist against claims related to loss or damage to the project, the site and improvements thereon and the work of other contractors and injuries to persons and property caused by the installation of his/her commissioned work. Proof of said insurance shall be provided to Sangamon County prior to the installation.

F. SUBCONTRACTING OR ASSIGNMENT. Any subcontracting, assignment or transfer of all or part of the interests of the Artist in the Artwork covered by this Contract shall be prohibited without the prior written consent of Sangamon County. In each instance:

1. If Sangamon County gives such consent, the terms and conditions of the 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.
2. Artist shall furnish in writing to Sangamon County the name, address, and anticipated payments to any such approved subcontractor or assignee.

G. 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.

ARTICLE 4. SCOPE

A. DESIGN CONCEPT

1. The Artist submitted a project design concept pursuant to a competition organized for the procurement of an Artist to design and fabricate an Artwork suitable for the current project. The concept was chosen by Sangamon County and subsequently revised by the parties, resulting in the Artwork Design Proposed Concept (ADPC) included in this contract.

B. FABRICATION

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

2. If upon review of the Artwork, Sangamon County determines that the Artwork does not conform to the APDC, 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.
3. The Artist will promptly cure Sangamon County's objections and 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 to Sangamon County's satisfaction.
4. The Artist shall notify Sangamon County in writing when fabrication of the Artwork has been completed.
5. Sangamon County shall inspect the Artwork within 30 days after receiving notification pursuant to paragraph (4) of this section, , to satisfy itself 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 Sangamon County's 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.
6. Sangamon County shall promptly notify the Artist of any delays impacting 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.

C. INSTALLATION

1. Transportation fees shall be paid by the Artist.
2. 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.

3. 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. 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.

ARTICLE 5. MODIFICATIONS

- A. **GENERAL.** Sangamon County may, at any time, order changes in the Contract time or in Artwork germane to the Contract. The Artist may initiate requests for changes. Upon issuance of a Modification, the Artist shall promptly proceed with the Artwork as changed. No Artwork shall be changed without written approval of Sangamon County.
- B. **CHANGES IN CONTRACT TIME.** Adjustment in the Agreement time will be made by modification pursuant to the provisions of *Article 3(D) Contract Time*.
- C. **CHANGED CONDITIONS.** Should the Artist encounter physical conditions at the site which differ materially from those indicated in the documents or from those ordinarily encountered and recognized as inherent in Artwork of the character provided for in the Contract, the Artist shall give written notice to Sangamon County before any such condition is disturbed. Under this provision, no claim by the Artist will be allowed unless the Artist has given the required notice. Sangamon County will promptly investigate. If it determines that conditions differ materially from those which should have been reasonably anticipated, Sangamon County will change the documents as necessary. If such conditions cause a change in Artist's cost, the parties may modify the contract sum.

ARTICLE 6. INSPECTION AND ACCEPTANCE

1. **INSPECTION.** The Artwork will be subject to inspection by Sangamon County and the consultant at all reasonable times and at all places. All such inspections will be conducted in such manner as not to unreasonably delay the Artwork or increase the cost of performance.
2. **ACCEPTANCE.** When the Artist believes that the Artwork is substantially complete, he/she shall give notice to Sangamon County to inspect the Artwork. When Sangamon County determines that the Artwork is complete, a final invoice can be submitted along with the maintenance manual and other requirements under Article 7.
3. **WARRANTIES OF TITLE.** The Artist warrants that:
 1. The Artwork provided pursuant to the Contract is a unique and solely the original product of the Artist's creative efforts.

2. 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.
3. The Artwork is an edition of one, unless otherwise noted in the Contract.
4. The Artwork (or duplicate thereof) has not been accepted for sale elsewhere.
5. 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.
6. The Artwork is free and clear of any liens from any source whatsoever.
7. The Artist has the full power to enter into and perform the Contract and to make the grant of rights contained in the Contract.
8. These representations and warranties shall survive the termination or other extinction of the Contract.
9. Artist has not employed or retained any company or person other than a bonafide employee or established art agent for the Artist to solicit or secure the Contract with Sangamon County, and that the Artist has not paid or agreed to pay any fee, commission, percentage, brokerage fee, gifts or any other considerations contingent upon or resulting from the award or execution of the Contract.

4. WARRANTIES OF QUALITY AND CONDITION

1. 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.
2. The Artist represents and warrants that the Artwork and materials used are not currently known to be harmful to public health and safety.
3. 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.
4. 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.

5. 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.
6. 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.
7. 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.

The foregoing warranties 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.

ARTICLE 7. PAYMENT--PROGRESS PAYMENTS. Sangamon County will pay the Contract sum in installments. Progress payments will be made only when the Consultant has signed the voucher indicating acceptance of the Artwork and approval for payment.

Compensation for this contract will not exceed \$132,525.00 including:

1. Artist's fee of \$85,500.00; and
2. Actual cost of direct expenses for materials, rentals, travel, lodging and hours/rates worked for any assistants not to exceed \$47,025.00.

Progress payments will be based on invoices submitted by the Artist as follows:

- A. \$44,175 upon the execution of the Contract by Sangamon County (\$28,500.00 advance for artist's fee plus \$15,675 advance for estimated direct expenses).
- B. \$44,175 upon commencement of installation (\$28,500.00 advance for artist's fee plus \$15,675 advance for estimated direct expenses).

C. Up to \$44,175 (final payment of \$28,500.00 for artist's fee plus remaining total project actual direct expenses not to exceed \$15,675) upon final acceptance of the Artwork and receipt of written instructions for the maintenance and preservation of the Artwork by Sangamon County. The final invoice shall include receipts, checks, invoices, etc. documenting all direct expenses incurred to complete the Artwork including all materials, rentals, travel & lodging and hours/rates worked by assistants.

SANGAMON COUNTY INSURANCE REQUIREMENTS

PROJECT TITLE: 10TH Street Mural

ARTIST NAME: Danielle Mastrion

ARTICLE 1. INSURANCE-GENERAL

- A. Pursuant to *Article 5 of the Artwork Contract, Installation Insurance* of the CONTRACT and *Article 3, Section E Insurance and Responsibility for Damages During Installation of Artwork* of the GENERAL CONDITIONS OF CONTRACT, 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 and RD Lawrence must be named as additional insured on the certificate.
- D. The 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:
 - i. damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
 - ii. personal injury and advertising injury;
 - iii. damages because of physical damage to or destruction of tangible property, including the loss of use of such property; and
 - iv. bodily injury or property damage arising out of completed operations.
- 2. The Artist's Commercial General Liability policy under this Section shall not contain an exclusion or restriction of coverage for the following:
 - i. 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.

- ii. Claims for property 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.
- iii. Claims for bodily injury other than to employees of the insured.
- iv. Claims or loss excluded under a prior work endorsement or other similar exclusionary language.
- v. Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language.

C. 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.

D. 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)

SANGAMON COUNTY CERTIFICATIONS

PROJECT TITLE: 10TH STREET MURAL
ARTIST NAME: Danielle Mastrion

ARTICLE 1. STANDARD CERTIFICATIONS

Artist acknowledges and agrees that compliance with this subsection in its entirety for the term of the contract and any renewals is a material requirement and condition of this contract. By executing this contract Artist certifies compliance with this subsection in its entirety and is under a continuing obligation to remain in compliance and report any non-compliance.

This subsection, in its entirety, applies to subcontractors used on this contract. Artist shall include these Standard Certifications in any subcontract used in the performance of the contract using the Standard Certification form provided by the State.

If this contract extends over multiple fiscal years, including the initial term and all renewals, Artist and its subcontractors shall confirm compliance with this section in the manner and format determined by the County by the date specified by the County and in no event later than July 1 of each year that this contract remains in effect.

If the Parties determine that any certification in this section is not applicable to this contract it may be stricken without affecting the remaining subsections.

- A. As part of each certification, Artist acknowledges and agrees that should Artist or its subcontractors provide false information, or fail to be or remain in compliance with the Standard Certification requirements, one or more of the following sanctions will apply:
- the contract may be void by operation of law,
 - the County may void the contract, and
 - the Artist and its subcontractors may be subject to one or more of the following: suspension, debarment, denial of payment, civil fine, or criminal penalty.

Identifying a sanction or failing to identify a sanction in relation to any of the specific certifications does not waive imposition of other sanctions or preclude application of sanctions not specifically identified.

- B. Artist certifies it and its employees will comply with applicable provisions of the United States Civil Rights Act, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act, and applicable rules in performance of this contract.
- C. Artist, if an individual, sole proprietor, partner or an individual as member of a LLC, certifies he/she is not in default on an educational loan. 5 ILCS 385/3.
- D. Artist, if an individual, sole proprietor, partner or an individual as member of a LLC, certifies it he/she has not received (i) an early retirement incentive prior to 1993 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code or (ii) an early retirement incentive on or after 2002 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code. 30 ILCS 105/15a; 40 ILCS 5/14-108.3; 40 ILCS 5/16-133.

- E. Artist certifies that it is a legal entity authorized to do business in Illinois prior to submission of a bid, offer, or proposal. 30 ILCS 500/1-15.80, 20-43.
- F. Artist certifies it has neither been convicted of bribing or attempting to bribe an officer or employee of the State of Illinois or any other State, nor made an admission of guilt of such conduct that is a matter of record. 30 ILCS 500/50-5.
- G. If Artist has been convicted of a felony, Artist certifies at least five years have passed after the date of completion of the sentence for such felony, unless no person held responsible by a prosecutor's office for the facts upon which the conviction was based continues to have any involvement with the business. 30 ILCS 500/50-10.
- H. If Artist or any officer, director, partner, or other managerial agent of Artist has been convicted of a felony under the Sarbanes-Oxley Act of 2002, or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953, Artist certifies at least five years have passed since the date of the conviction. Artist further certifies that it is not barred from being awarded a contract and acknowledges that the State shall declare the contract void if this certification is false. 30 ILCS 500/50-10.5.
- I. Artist certifies it is not barred from having a contract with the State based upon violating the prohibitions related to either submitting/writing specifications or providing assistance to an employee of the State of Illinois by reviewing, drafting, directing, or preparing any invitation for bids, a request for proposal, or request of information, or similar assistance (except as part of a public request for such information). 30 ILCS 500/50-10.5(e), amended by Pub. Act No. 97-0895 (August 3, 2012).
- J. Artist certifies that it and its affiliates are not delinquent in the payment of any debt to the State (or if delinquent has entered into a deferred payment plan to pay the debt), and Artist and its affiliates acknowledge the State may declare the contract void if this certification is false or if Artist or an affiliate later becomes delinquent and has not entered into a deferred payment plan to pay off the debt. 30 ILCS 500/50-11, 50-60.
- K. Artist certifies that it and all affiliates shall collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with provisions of the Illinois Use Tax Act and acknowledges that failure to comply may result in the contract being declared void. 30 ILCS 500/50-12.
- L. Artist certifies that it has not been found by a court or the Pollution Control Board to have committed a willful or knowing violation of the Environmental Protection Act within the last five years and is therefore not barred from being awarded a contract. 30 ILCS 500/50-14.
- M. Artist certifies it has neither paid any money or valuable thing to induce any person to refrain from bidding on a State contract, nor accepted any money or other valuable thing, or acted upon the promise of same, for not bidding on a State contract. 30 ILCS 500/50-25.

- N. Artist certifies it is not in violation of the "Revolving Door" provisions of the Illinois Procurement Code. 30 ILCS 500/50-30.
- O. Artist certifies that it has not retained a person or entity to attempt to influence the outcome of a procurement decision for compensation contingent in whole or in part upon the decision or procurement. 30 ILCS 500/50-38.
- P. Artist certifies that if it has hired a person required to register under the Lobbyist Registration Act to assist in obtaining any State contract, that none of the lobbyist's costs, fees, compensation, reimbursements, or other remuneration were billed to the State. 30 ILCS 500\50-38.
- Q. Artist certifies it will report to the Illinois Attorney General and the Chief Procurement Officer any suspected collusion or other anti-competitive practice among any bidders, offerors, contractors, proposers, or employees of the State. 30 ILCS 500/50-40, 50-45, 50-50.
- R. Artist certifies steel products used or supplied in the performance of a contract for public works shall be manufactured or produced in the United States unless the executive head of the procuring Agency/University grants an exception. 30 ILCS 565.
- S. Drug Free Workplace
- If Artist employs 25 or more employees and this contract is worth more than \$5,000, Artist certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act.
 - If Artist is an individual and this contract is worth more than \$5,000, Artist certifies it shall not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the contract. 30 ILCS 580.
- T. Artist certifies that neither Artist nor any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the United States. Department of Commerce. 30 ILCS 582.
- U. Artist certifies it has not been convicted of the offense of bid rigging or bid rotating or any similar offense of any state or of the United States. 720 ILCS 5/33 E-3, E-4.
- V. Artist certifies it complies with the Illinois Department of Human Rights Act and rules applicable to public contracts, which include providing equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies. 775 ILCS 5/2-105.
- W. Artist certifies it does not pay dues to or reimburse or subsidize payments by its employees for any dues or fees to any "discriminatory club." 775 ILCS 25/2.
- X. Artist certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been or will be produced in whole or in part by forced labor or indentured labor under penal sanction. 30 ILCS 583.

- Y. Artist certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been produced in whole or in part by the labor of any child under the age of 12. 30 ILCS 584.
- Z. Artist certifies that any violation of the Lead Poisoning Prevention Act, as it applies to owners of residential buildings, has been mitigated. 410 ILCS 45.
- AA. Artist warrants and certifies that it and, to the best of its knowledge, its subcontractors have and will comply with Executive Order No. 1 (2007). The Order generally prohibits Artists and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.
- BB. Artist certifies that information technology, including electronic information, software, systems and equipment, developed or provided under this contract comply with the applicable requirements of the Illinois Information Technology Accessibility Act Standards as published at (www.dhs.state.il.us/itaa) 30 ILCS 587.
- CC. Artist certifies that it has read, understands, and is in compliance with the registration requirements of the Elections Code (10 ILCS 5/9-35) and the restrictions on making political contributions and related requirements of the Illinois Procurement Code. 30 ILCS 500/20-160 and 50-37. Artist will not make a political contribution that will violate these requirements.

In accordance with section 20-160 of the Illinois Procurement Code, Artist certifies as applicable:

Artist is not required to register as a business entity with the State Board of Elections.

or

Artist has registered with the State Board of Elections. As a registered business entity, Artist acknowledges a continuing duty to update the registration as required by the Act.

- DD. Artist certifies that if it is awarded a contract through the use of the preference required by the Procurement of Domestic Products Act, then it shall provide products pursuant to the contract or a subcontract that are manufactured in the United States. 30 ILCS 517.
- EE. A person (other than an individual acting as a sole proprietor) must be a duly constituted legal entity and authorized to transact business or conduct affairs in Illinois prior to submitting a bid or offer. 30 ILCS 500/20-43. If you do not meet these criteria, then your bid or offer will be disqualified.

Artist must make one of the following two certifications by checking the appropriate box.

Artist certifies it is an individual acting as a sole proprietor and is therefore not subject to the requirements of section 20-43 of the Procurement Code.

Artist certifies that it is a legal entity and was authorized to transact business or conduct affairs in Illinois as of the date for submitting this bid or offer. The State may require Artist to provide evidence of compliance before award.

SANGAMON COUNTY
ARTWORK DESIGN PROPOSAL CONCEPT

PROJECT TITLE: 10TH STREET MURAL

ARTIST NAME: Danielle Mastrion

The image shown here is the agreed upon design proposal.

initials__

Concept Statement:

The mural theme is

Images



SANGAMON COUNTY
ARTWORK
PREVAILING WAGE

PROJECT TITLE: 10TH STREET MURAL
ARTIST NAME: Danielle Mastrion

ARTICLE 1. PREVAILING WAGE ACT

Artist shall not pay less than the prevailing rates of wages to all laborers, workmen, and mechanics performing work under this contract, and shall comply with the requirements of the Illinois Wages of Employees on Public Works Act(820 ILCS 130/1-12).
See the following pages for Sangamon County Prevailing Wages.

Sangamon County Prevailing Wage Rates posted on 3/3/2020

Trade Title	Rg	Type	C	Base	Foreman	Overtime					Pension	Vac	Trng	Other Ins
						M-F	Sa	Su	Hol	H/W				
ASBESTOS ABT-GEN	AII	BLD		31.77	33.02	1.5	1.5	2.0	2.0	6.70	17.68	0.00	0.90	
ASBESTOS ABT-MEC	AII	BLD		31.75	32.75	1.5	1.5	2.0	2.0	8.00	6.25	2.00	0.55	
BOILERMAKER	AII	BLD		39.00	41.50	1.5	1.5	2.0	2.0	7.07	24.52	0.00	1.05	
BRICK MASON	AII	BLD		32.45	34.07	1.5	1.5	2.0	2.0	9.35	14.20	0.00	0.88	
CARPENTER	AII	BLD		32.83	35.08	1.5	1.5	2.0	2.0	8.65	18.25	0.00	0.55	
CARPENTER	AII	HWY		34.25	36.00	1.5	1.5	2.0	2.0	8.65	18.25	0.00	0.52	
CEMENT MASON	AII	BLD		30.00	31.50	1.5	1.5	2.0	2.0	9.35	13.01	0.00	0.58	
CEMENT MASON	AII	HWY		30.00	31.25	1.5	1.5	2.0	2.0	9.35	13.37	0.00	0.59	
CERAMIC TILE FINISHER	AII	BLD		31.65	31.65	1.5	1.5	2.0	2.0	9.35	10.40	0.00	0.20	
ELECTRIC PWR EQMT OP	AII	ALL		46.47	55.07	1.5	1.5	2.0	2.0	7.39	13.01	0.00	0.69	
ELECTRIC PWR GRNDMAN	AII	ALL		31.69	55.07	1.5	1.5	2.0	2.0	6.95	8.87	0.00	0.48	
ELECTRIC PWR LINEMAN	AII	ALL		51.67	55.07	1.5	1.5	2.0	2.0	7.55	14.47	0.00	0.78	
ELECTRIC PWR TRK DRV	AII	ALL		33.25	55.07	1.5	1.5	2.0	2.0	7.00	9.31	0.00	0.50	
ELECTRICIAN	AII	BLD		36.44	38.44	1.5	1.5	2.0	2.0	7.80	11.34	0.00	0.50	
ELECTRONIC SYSTEM TECH	AII	BLD		32.62	34.62	1.5	1.5	2.0	2.0	7.25	9.98	0.00	0.40	
ELEVATOR CONSTRUCTOR	AII	BLD		47.72	53.68	2.0	2.0	2.0	2.0	15.72	18.41	3.82	0.63	
GLAZIER	AII	BLD		35.91	37.91	1.5	1.5	2.0	2.0	6.25	11.23	0.00	0.68	
HEAT/FROST INSULATOR	AII	BLD		38.86	39.96	1.5	1.5	2.0	2.0	10.50	12.86	0.00	0.75	0.05
IRON WORKER	AII	BLD		32.02	34.02	1.5	1.5	2.0	2.0	10.30	15.60	0.00	0.70	
IRON WORKER	AII	HWY		33.64	35.39	1.5	1.5	2.0	2.0	10.30	16.66	0.00	0.70	
LABORER	AII	BLD		29.27	30.52	1.5	1.5	2.0	2.0	6.70	17.68	0.00	0.80	
LABORER	AII	HWY		29.38	30.13	1.5	1.5	2.0	2.0	6.70	18.17	0.00	0.80	
LATHER	AII	BLD		32.83	35.08	1.5	1.5	2.0	2.0	8.65	18.25	0.00	0.55	
MACHINIST	AII	BLD		48.93	51.43	1.5	1.5	2.0	2.0	7.68	8.95	1.85	1.32	
MARBLE FINISHER	AII	BLD		31.65	31.65	1.5	1.5	2.0	2.0	9.35	10.40	0.00	0.20	
MARBLE MASON	AII	BLD		33.15	33.15	1.5	1.5	2.0	2.0	9.35	10.40	0.00	0.20	
MILLWRIGHT	AII	BLD		32.53	34.78	1.5	1.5	2.0	2.0	8.65	19.01	0.00	0.55	
MILLWRIGHT	AII	HWY		35.51	37.26	1.5	1.5	2.0	2.0	8.65	19.77	0.00	0.52	
OPERATING ENGINEER	AII	BLD	1	37.71	39.32	1.5	1.5	2.0	2.0	11.50	11.00	0.00	2.05	
OPERATING ENGINEER	AII	BLD	2	35.18	39.32	1.5	1.5	2.0	2.0	11.50	11.00	0.00	2.05	
OPERATING ENGINEER	AII	BLD	3	31.30	39.32	1.5	1.5	2.0	2.0	11.50	11.00	0.00	2.05	

OPERATING ENGINEER	AII	BLD	4	39.32	39.32	1.5	1.5	2.0	2.0	11.50	11.00	0.00	2.05
OPERATING ENGINEER	AII	HWY	1	44.07	44.07	1.5	1.5	2.0	2.0	11.50	11.00	0.00	2.05
OPERATING ENGINEER	AII	HWY	2	39.34	39.34	1.5	1.5	2.0	2.0	11.50	11.00	0.00	2.05
OPERATING ENGINEER	AII	HWY	3	32.06	32.06	1.5	1.5	2.0	2.0	11.50	11.00	0.00	2.05
OPERATING ENGINEER	AII	HWY	4	45.57	45.57	1.5	1.5	2.0	2.0	11.50	11.00	0.00	2.05
PAINTER	AII	ALL		31.78	33.28	1.5	1.5	2.0	2.0	6.20	11.78	0.00	0.65
PAINTER - SIGNS	AII	ALL		39.06	43.86	1.5	1.5	2.0	2.0	2.67	3.32	0.00	0.00
PAINTER OVER 30 FT.	AII	ALL		32.78	34.28	1.5	1.5	2.0	2.0	6.20	11.78	0.00	0.65
PAINTER PWR EQMT	AII	ALL		32.78	34.28	1.5	1.5	2.0	2.0	6.20	11.78	0.00	0.65
PILEDRIVER	AII	BLD		33.83	36.08	1.5	1.5	2.0	2.0	8.65	18.25	0.00	0.55
PILEDRIVER	AII	HWY		34.25	36.00	1.5	1.5	2.0	2.0	8.65	18.25	0.00	0.52
PIPEFITTER	AII	BLD		42.95	46.95	1.5	1.5	2.0	2.0	7.40	10.76	0.00	1.11
PLASTERER	AII	BLD		32.90	34.65	1.5	1.5	2.0	2.0	8.75	14.02	0.00	0.90
PLUMBER	AII	BLD		42.95	46.95	1.5	1.5	2.0	2.0	7.40	10.76	0.00	1.11
ROOFER	AII	BLD		31.26	33.91	1.5	1.5	2.0	2.0	10.40	9.81	0.00	0.56
SHEETMETAL WORKER	AII	BLD		35.68	39.33	1.5	1.5	2.0	2.0	9.35	15.48	0.00	0.83
SPRINKLER FITTER	AII	BLD		41.97	44.72	1.5	1.5	2.0	2.0	10.23	12.59	0.00	0.52
STONE MASON	AII	BLD		32.45	34.07	1.5	1.5	2.0	2.0	9.35	14.20	0.00	0.88
TERRAZZO FINISHER	AII	BLD		31.65	31.65	1.5	1.5	2.0	2.0	9.35	10.40	0.00	0.20
TERRAZZO MASON	AII	BLD		33.15	33.15	1.5	1.5	2.0	2.0	9.35	10.40	0.00	0.20
TILE MASON	AII	BLD		33.15	33.15	1.5	1.5	2.0	2.0	9.35	10.40	0.00	0.20
TRUCK DRIVER	AII	ALL	1	38.17	42.29	1.5	1.5	2.0	2.0	13.00	6.60	0.00	0.25
TRUCK DRIVER	AII	ALL	2	38.71	42.29	1.5	1.5	2.0	2.0	13.00	6.60	0.00	0.25
TRUCK DRIVER	AII	ALL	3	39.01	42.29	1.5	1.5	2.0	2.0	13.00	6.60	0.00	0.25
TRUCK DRIVER	AII	ALL	4	39.34	42.29	1.5	1.5	2.0	2.0	13.00	6.60	0.00	0.25
TRUCK DRIVER	AII	ALL	5	40.39	42.29	1.5	1.5	2.0	2.0	13.00	6.60	0.00	0.25
TRUCK DRIVER	AII	O&C	1	30.54	33.83	1.5	1.5	2.0	2.0	13.00	6.60	0.00	0.25
TRUCK DRIVER	AII	O&C	2	30.97	33.83	1.5	1.5	2.0	2.0	13.00	6.60	0.00	0.25
TRUCK DRIVER	AII	O&C	3	31.21	33.83	1.5	1.5	2.0	2.0	13.00	6.60	0.00	0.25
TRUCK DRIVER	AII	O&C	4	31.47	33.83	1.5	1.5	2.0	2.0	13.00	6.60	0.00	0.25
TRUCK DRIVER	AII	O&C	5	32.31	33.83	1.5	1.5	2.0	2.0	13.00	6.60	0.00	0.25
TUCKPOINTER	AII	BLD		32.45	34.07	1.5	1.5	2.0	2.0	9.35	14.20	0.00	0.88

SANGAMON COUNTY

ARTWORK MAINTENANCE MANUAL OUTLINE

PROJECT TITLE: 10th Street Mural

ARTIST NAME: Danielle Mastrion

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. Date 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