



Request for Proposals

Public Arts Commission
City of Elmhurst

Issue date: August 12, 2020

Proposals due: September 20, 2020 at 5:00 p.m. CST

Public Artwork – 911 MEMORIAL SCULPTURE at Fire Station #2

The City of Elmhurst, City of Elmhurst's Fire Department, and the Elmhurst Public Arts Commission are seeking proposals from emerging and established Midwest artists for an outdoor sculpture dedicated to the heroes of September 11, 2001. The proposed memorial sculpture must include a **13.5-foot** piece of steel rail (provided by the Elmhurst Fire Department) from the World Trade Center, which should be the focal point of the sculpture. The entire memorial site (landscaping) will also include a timeline of the events that happened throughout that solemn day. The memorial sculpture will give the residents of Elmhurst, as well as many other visitors, a place at which to reflect on this significant day in our Country's history. It will be available for viewing year-round, and be placed in front of Elmhurst Fire Station #2 and adjacent to York Street, a main north/south thoroughfare. The purpose of the Memorial Sculpture is to ensure that the community will have an enduring source of remembrance of the events of September 11, 2001.

With vibrant, tree-lined streets and a convenient central location in the Chicagoland area, Elmhurst is a visual arts, cultural and historical destination in the western suburbs. It is home to Elmhurst College's internationally celebrated Chicago Imagist art collection, and the arts complex of the Elmhurst Art Museum, which hosts rotating contemporary exhibitions and a

single-family home designed by Mies van der Rohe. The juried arts festival *Art in Wilder Park* welcomes thousands each year. These organizations as well as the Elmhurst History Museum are among many resources that support the values of artistic expression, remembrance and family within the community.

Elmhurst is a western suburb of Chicago located mostly in DuPage County. As of the 2017 census, the city has a population of 46,662.

The Elmhurst Fire department is an organization that prides itself on being proactive, efficient and effective in its delivery of public safety services. Its core mission is to protect the life and property in the Elmhurst community.

The City of Elmhurst's Public Arts Commission seeks to improve the business environment and overall aesthetic appeal of our community through the thoughtful promotion, procurement, and placement of public art.

Call for artwork: Midwest artists are encouraged to submit proposals for a permanent outdoor sculpture/memorial to September 11, 2001 that will visually enhance the public spaces of Elmhurst and expand its cultural offerings. The sculpture must be an original work of art that:

- incorporates as the focal point the 13.5 ft, 560 lb, steel rail from the New York World Trade Center, procured by the Fire Department.
- withstands the outdoor elements.
- fits well within the location.
- contributes to the livability of the City of Elmhurst
- is free of defects in workmanship or other damage
- is movable if the City requires
- is self-contained
- does not require water

Timeline: The anticipated schedule represents the Elmhurst Public Arts Commission's best estimate of the schedule that will be followed in selecting artwork.

- Deadline for Receipt of Requests for Proposals: September 20, 2020 at 5:00 p.m. CST
- Commission and City review, site visits and interviews with candidates: September 20 to November 1, 2020
- Commission Selection Completed and Finalist Notified: November 15, 2020
- Installation Period: Start by Spring 2021, depending on weather, ambition of selected work, and flexibility in scheduling. Installation work to be completed no later than August 1, 2021. The work will then be protected and covered until a 20-Year Unveiling, Dedication and Remembrance Service is held on September 11, 2021.

1. How to Apply

Please email the following required items in one .pdf file to Breanne White

(breanne.white@elmhurst.org), cc Commissioner Kristin Sabatino

(kristinsabatino22@gmail.com). The email subject field shall be "Public Art Elmhurst - Last Name or Group Name."

All responses must be submitted electronically and include the following:

A) A narrative explanation of the proposed artwork with no more than 750 words that include:

- A Statement of Interest regarding the creation of a memorial sculpture in a public outdoor environment (in front of Fire Station #2), which may include knowledge of the City of Elmhurst, the Elmhurst Fire Department, and/or the 9/11 attack. The statement should indicate how the World Trade Center's 13.5 foot, approximately 560-pound, steel rail (see photo) will be incorporated into the sculpture. At the artist's discretion, the sculpture MAY include (optional) a permanent sentiment (written words, poem) referencing 9/11. Creativity and originality in the "message" that the sculpture conveys is of utmost importance.
- Demonstrated experience to create artwork for a public outdoor setting, including a statement of the durability of the artwork's materials.

- A statement regarding the artist's ability to produce a site-specific installation.
 - The name, title, address, email address and phone number of the artist. Please also include two references - preferably the owner or director of an arts facility who is familiar with artist's role and work.
 - Artist's connection to Elmhurst (if any)
- B) If possible, an image or rendering of proposed work;
- C) Five images of previous and representative artwork;
- D) A resume or CV;
- E) Clearly identify any additional staff or contractors who will assist with the project, along with their qualifications and experience; and
- F) Cost of proposal including breakdown of various components of the project (i.e., insurance, fabrication, structural engineering, transportation, consultation, delivery and installation) and any in-kind contribution.

2. Selection

Each proposal will be evaluated by the Elmhurst Public Arts Commission and will be reviewed for responsiveness to:

- A) Quality of work presented in the images, with an indication of the ability to install high-caliber artwork;
- B) Responsiveness to the statement of interest;
- C) Previous experience with the installation of artwork in the public realm; and
- D) Project cost and value.

Incomplete applications will not be reviewed. The City of Elmhurst has the right to reject all proposals.

3. Award and Contract

- A. After the Commission has received all qualifications and selects the awardee, the contract negotiation process will commence. The Elmhurst Public Arts Commission will

work with the selected artist or collaborative regarding specifics of the project. The selected artist/project will receive a contract with the City of Elmhurst for a **maximum of \$30,000**, inclusive of all artist fees, associated expenses for design, fabrication, structural engineering, insurance, installation, transportation, and consultation. Negotiations will also include the delivery of the steel rail, if required.

- B. The payment will be paid out as follows: 50% of the total honorarium/fee 30 days after selection and the remaining 50% 30 days after successful installation. The artwork will be owned by the City of Elmhurst and its copyright transferred.
- C. Contract will stipulate that the artist grants the City the non-exclusive right to record, reproduce, adapt the work in any form for promotional, archival, educational, or other purposes.

4. Location and Restrictions

The Elmhurst Public Arts Commission is currently seeking proposals for the City's new 9/11 Memorial Sculpture to be located in front of the Fire Station #2 at 601 S. York St in Elmhurst, IL. The proposal should include the following specifications. Please see SITE PLAN below.

A) SITE:

1. A base is possible for the Artwork, within budgetary limits of the City of Elmhurst Fire Department.
2. The base will be placed in the center of a square plot of land measuring approximately 10 x 10 feet. This 100-square-foot plot is expected to be surrounded by new landscaping including a 4 to 5-foot wide walkway.
3. Any portion of the sculpture that hangs over the circular walkway should be a minimum of 8-feet in height to prevent accidents.
4. Electrical service to the site IS available.
5. Water service to the site is NOT available.

B) RAIL:

1. The rail may NOT be materially altered in any way.

2. Please explain how and when the rail will be placed/lifted into the sculpture (full assembly in the artist's studio or assembled after delivery of the sculpture to the site). If necessary, depending on distance, the Fire Department may be able to offer assistance in delivering the rail to the artist.
3. Please include instructions for maintenance of the sculpture and rail for the Fire Dept., if needed.
4. Any material alteration of the rail is strictly forbidden.

5. Insurance for artwork and installation process

- A. The cost of delivery and installation shall be included as part of the proposal. However, the Fire Department MAY be able to assist in some capacity so delivery and installation will be negotiated with the artist as the contract is finalized. The selected artist shall be adequately insured and provide a certificate of insurance naming the City of Elmhurst as additional insured.

6. General Terms and Conditions

- A. Indemnification
The contractor shall be required to indemnify, defend and save harmless the City of Elmhurst, its officers, agents, employees, representatives and assigns, from lawsuits, actions, costs (including attorneys' fees), claims or liabilities of any character brought because of any injuries or damages received or sustained by any person, persons, or property on account of any act or omission, neglect or misconduct of said contractor, its officers, agents and/or employees arising out of, or in performance of any of the provisions of the contract, including any claims or amounts recovered for any infringements of patent, trademark or copyright; or from any claims or amounts arising or recovered under the "Worker's Compensation Act" or any other law, ordinance, order or decree. In connection with any such claims, lawsuits, actions or liabilities, the City of Elmhurst, its officers, agents, employees, representatives and their assigns shall have the right to defense counsel of their choice. The contractor shall be solely liable for all costs of such defense and for all expenses, fees, judgments, settlements and all other costs arising out of such claims, lawsuits, actions or liabilities.
- B. The City reserves the right to accept or reject any and all proposals and to waive technicalities in order to select the proposal deemed to be the most advantageous to the City.

- C. The City reserves the right to request clarification of information contained in proposals and to request additional information. This information should be delivered to the City in a timely fashion. Upon receipt of this information, the City may request an interview and/or presentation.
- D. An agreement or contract resulting from the acceptance of a proposal shall be on terms approved by the City Attorney and shall contain, as a minimum, the applicable provisions of the request for proposal and the proposal itself. The City reserves the right to reject any agreement or contract which does not conform to the request for proposal, the proposal of the firm concerned or the City's requirements for agreements and contracts.
- E. If through any cause the proposer fails to fulfill the obligations agreed to in a timely and proper manner, the City shall have the right to terminate the contract by providing notification to the firm. This notification shall specify a termination date not less than thirty (30) calendar days in advance. In such an event, the contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed. Compensation given to the firm shall be based on the City's evaluation of what constitutes "satisfactory work completed." This evaluation will be based upon accepted industry standards of satisfactory work as determined by the City.
- F. The City reserves the right to reject any and all proposals submitted for any reason. Rational for rejection need not be given to the proposing firm.
- G. Reasons for rejection will be consistent with federal statutes governing equal opportunity and shall not be made on the basis of race, color, religion, sex (including pregnancy), national origin, age, disability status, or genetic information.
- H. The City of Elmhurst shall own and retain all rights to the completed work and all other components of the submission.
- I. All components of this project consisting of materials, workmanship, and necessary labor, either mentioned or inferred, shall be furnished by the contracted party. The agreed upon permanent and fixed fee shall encompass the costs of all such components which shall be provided at no additional expense to the City of Elmhurst.
- J. The work product created or developed by the contractor shall be the exclusive property of the City. In the event that the City provides the contractor with materials, equipment or property of any kind, all such materials, equipment and property shall remain the property of the City, and the contractor shall immediately deliver all such materials, equipment and property to the City at the conclusion of the performance of the services, or at any earlier time upon demand by the City.

Questions regarding this RFP may be sent to Breanne White (breanne.white@elmhurst.org) by September 1, 2020 at 5:00 p.m. CST.



