Illinois Capital Development Board

Art-in-Architecture

Policy & Procedure Manual

This document is available on the Capital Development Board website at

www.illinois.gov/cdb/services/art

Click the Policies & Procedures link.

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INTRODUCTION

About the Program

Illinois has always supported great public art. Artwork by international luminaries including Larkin Mead, Gutzon Borglum, Jean Dubuffet, and native son Lorado Taft enriches Illinois public buildings and spaces from Lincoln Tomb to the James R. Thompson Center adding beauty and character to the built environment across the state.

The Illinois General Assembly formalized the state's support for public art with the creation of the Art-in-Architecture (AIA) program in 1977. The program's purpose is the "promotion and preservation of the arts by securing suitable works of art for the adornment of public buildings constructed or subjected to major renovation by the State or which utilize State funds, and thereby reflecting the diverse cultural heritage of Illinois, with emphasis on the works of Illinois artists." Since its inception, the Art-in-Architecture program has purchased or commissioned more than 1000 works of art by Illinois artists.

Each AIA project is tied to a specific construction or renovation project funded by the state of Illinois. Artists are selected and commissions are awarded based upon the recommendations of a committee made up of art professionals, the project architect, and a representative of the using agency where the artwork will be located. In addition to the acquisition of single, significant artworks, the AIA program commissions site-specific works that are integrated into the structure of the building through the collaboration of artist and architect.

The works of art that have been created through the AIA program create a permanent art collection for the people of the state of Illinois. This collection represents the best of Illinois art in many media including ceramics, glasswork, printmaking, sculpture, fiber, drawing, photography, and painting.

Public Art in Illinois

Public art is original, creative, tangible artwork created by an artist. It is crafted for and located in part of a public space and is accessible to members of the public with the intent to enhance the environment of Illinois and represent the diverse nature of art in Illinois. The Art-in-Architecture enabling legislation specifically defines artwork as:

- paintings
- prints
- sculptures
- graphics
- mural decorations

- stained glass
- statues
- bas reliefs
- ornaments
- fountains
- ornamental gateways
- or other creative works that reflect form, beauty, and aesthetic perceptions.

These procedures and guidelines outline the steps through which public artwork is chosen and commissioned.

Planning and Funding

The AIA program is on-going and projects are identified, reviewed for eligibility, approved, and implemented whenever a Capital Program Appropriation Bill is passed.

Program Planning

Following the approval of a Capital Programs Appropriation Bill, the AIA coordinator will meet with Capital Development Board (CDB) Project Development staff to identify projects eligible for the AIA program. After the list of eligible projects is developed the AIA formula will be applied to the total project budget to determine the AIA budget. The list will then be submitted to the executive director of the CDB for approval.

After the AIA program and budget has been approved, the fiscal unit staff will be notified. The fiscal unit staff will then create an alert for each project so that AIA funds will be set aside when project funds are released.

Funding Formula

The AIA enabling legislation directs that "the Capital Development Board shall set aside 1/2 of 1 percent of the amount authorized and appropriated for construction or reconstruction of each public building financed in whole or in part by State funds and generally accessible to and used by the public for purchase and placement of suitable works of art in such public buildings."

The 1/2 of 1 percent is applied only to the state portion of the CDB construction appropriation. Project funds that are not considered when determining the AIA budget for the project are:

- federal funds
- user agency contributions

- grants
- appropriations for land acquired prior to planning or not directly related to a qualified project
- appropriations for moveable equipment

However, the using agency may acquire additional funds or request that a portion of its contribution be added to the AIA budget.

The AIA budget is set aside by the fiscal unit at the beginning of the project after funds are released by the Governor's Office of Management and Budget.

If the project budget is increased, the AIA budget increases accordingly. However, if the entire project is completed under budget the AIA budget is not reduced. Any necessary site preparation for the artwork, lighting, footings, reinforcement, etc. will be funded through the project construction budget and not from the AIA budget.

Eligible Projects

Construction and renovation projects with an appropriation of $1,000,000 or over are eligible for the AIA program.

In order to be eligible for AIA funding the completed project must be:

- accessible to and used by the general public
- permanent
- intended primarily for human services or occupancy

If the project is a renovation or repair it must:

- be directly related to the spatial or architectural elements of the building
- involve the entire structure and not just a subsystem improvement such as window replacement or electrical upgrade

Funds are tied to a specific construction or renovation project at one using agency. Each project receiving funds is separate and will be evaluated and assessed on its own. Funds for multiple projects at one using agency may not be pooled to create one project without justification. The using agency must make a written request to the AIA coordinator to combine projects and must have an artistic rationale for doing so. The AIA coordinator will make the final determination if the projects are artistically compatible and may be combined.

Ineligible Projects

Projects involving State Police laboratories, mental health facilities, and correctional facilities are not eligible for the program because they are not accessible to the general public. Other types of ineligible projects are:

- temporary structures
- parking lots
- remodeling and repairing to comply with or correct code deficiencies such as the Americans with Disabilities Act
- mechanical and system renovations such as roof and gutter repairs, electrical, elevator, and heating work
- grant programs including but not limited to the School Construction Grant Program and the Early Childhood Grant Program
- structures that are not intended for human occupancy such as barns, mechanical/maintenance sheds, and pumping stations
- any other type of structure not accessible to the general public

Program Roles and Responsibilities

Successful Art-in-Architecture projects are collaborations. To ensure that the artwork meets the highest standards, all the stakeholders should cooperate closely. The four entities that are part of the process are the: Art-in-Architecture program, Using Agency Steering Committee, Fine Arts Review Committee, and Artist.

Art-in-Architecture Program

The Art-in-Architecture program is administered by the Illinois Capital Development Board. The CDB oversees the design and construction of state-funded facilities as well as the repair and renovation of all state-owned properties.

The AIA program is administered by the AIA coordinator who leads each project to ensure an open and fair selection process that is efficient, effective, and meets all state of Illinois, CDB and AIA program policies, procedures, guidelines, and legal mandates. In addition to being a resource and acting as a liaison for all of the participants in the program, the AIA coordinator collaborates with CDB staff including the CDB project manager, legal counsel, and fiscal unit.

In each project the AIA coordinator:

- manages the selection of artists and acquisition of artwork

- coordinates the appointment of members to the Fine Arts Review Committees
- publishes notice of and facilitates Fine Arts Review Committee meetings
- administers the creation and advertisement of postings, Requests for Qualifications (RFQs), and competitions
- negotiates contracts
- processes payments
- ensures compliance with all relevant statutes including the CDB Act, Procurement Code, Open Meeting Act, and State Ethics Certification
- serves as a resource for all of the participants in the process

Using Agency Steering Committee

The Using Agency Steering Committee represents the interests of the using agency and its mission is to ensure that the local voice is well represented. It provides one voting member to the Fine Arts Review Committee. As representative for the user. The designing architect, CDB project manager, and the AIA coordinator are also part of the Committee and provide technical and resource information.

The Using Agency Steering Committee defines:

- the choice of the most appropriate nature and media of the artwork
- the best location for it

It must ensure that the location of the piece is visible to the public and that it is sensitive to local attitudes and tastes.

After the type of artwork and its location are selected the choices must be ratified by the Chair of the Illinois Arts Council.

Fine Arts Review Committee

As defined by legislation, the Fine Arts Review Committee (FARC) makes the final art recommendation based upon close collaboration with the Using Agency Steering Committee. The FARC is comprised of art professionals selected in part by the Illinois Arts Council and the Illinois State Museum.

The FARC is appointed on a project-by-project basis to review and recommend artists and/or works of art for final selection. The meetings of this group are subject to the Open Meetings Act and its members must complete State of Illinois Ethics Training. As defined by the AIA enabling legislation each FARC is made up of the following five members, four of whom are voting members:

- designing architect (voting)
- Illinois Arts Council representative (voting)
- Illinois State Museum representative (voting)
- using agency representative (voting)
- AIA coordinator (non-voting)

Members of the FARC serve for the duration of the project without compensation. Voting members may be reimbursed for the reasonable local travel expenses incurred in the execution of their duties.

Because the FARC is the artistic resource for the project, individuals serving on it should have:

- a strong interest in or knowledge of public art, art appreciation, architecture, or design
- the ability to thoughtfully discuss aesthetics and review, evaluate, and rank the merits of multiple artwork proposals
- the willingness to make value judgments about artistic quality and merit
- the ability to express thoughtful opinions and actively participate in discussions
- the ability to work cooperatively free of personal bias

Artist

In addition to the creative interpretation of the proposal the artist is responsible for the design, fabrication, and installation of the artwork.

During this process the artist must certify that the artwork:

- is unique and a result of his or her own personal efforts
- does not infringe upon any copyright
- is free from defects

Depending upon the nature, media, size, and location of the artwork, the artist may also be required to provide additional detailed project information at no additional cost. The exact nature of these materials will be detailed in the contract with the artist. Types of additional materials that may be required are:

- shop drawings—preliminary drawings, diagrams, or other illustrated materials showing how the work will be fabricated and installed.
- design development/final concept materials—as required, drawings, models, photographs, renderings, animations, narratives, and/or detailed specifications that accurately depict the proposed artwork, method of installation, and type and quality of materials to be used in

fabrication. In large or complex pieces, the artist may be required to include signed and stamped architectural, structural, mechanical, and/or electrical system details.

- maquettes, mockups, or samples—two- or three-dimensional illustrations of the proposed artwork.

These materials should be suitable for public exhibition and will become the property of the Capital Development Board.

In some cases the artwork will be a design element in the structure or project and will be constructed under the general contractor. In these cases the artist will be paid a design fee and will oversee the installation.

Selection Criteria and Methods

Funds must be spent on artwork by artists living and working in Illinois.

Artists and artworks are selected on their aesthetic nature and appropriateness to the site and project.

The following specific criteria should be considered during the selection process:

Aesthetic Excellence—The highest priority is the inherent aesthetic quality of the artwork and its compatibility and relationship with the site as well as the way the public is intended to respond and interact with it.

Relevance—Artwork must be appropriate for and sensitive to the chosen location including surrounding architecture, topography, local history, and community attitudes and concerns.

Placement—The requirement for the final placement of the artwork in a location accessible to the public may influence selection.

Elements and Principles of Art and Design—The basic building blocks of all Fine Arts media and all forms of visual art may be considered as long they meet the definition of art in the AIA enabling legislation.

Diversity—The AIA program strives for balance not only in the style, scale, and media of the collection but also diversity in the artists selected throughout the AIA program.

Durability and Permanence—Resistance to theft, vandalism, and weathering, as well as structural sustainability and the potential for excessive maintenance must be considered as the work is intended to be permanent.

Public Safety—The artwork must be examined for unsafe conditions, materials, or factors.

Technical Feasibility—The artist must provide convincing evidence of his or her ability to successfully complete the artwork as proposed.

Past Performance—The FARC may consider the artist's performance under previous contracts including success in meeting established timelines and budgets.

The Using Agency Steering Committee and FARC may choose to elaborate on or add to these criteria to further define the project.

Artist Eligibility

For the purposes of the AIA program an artist is defined as a skilled practitioner that generates designs and concepts for creative works that reflect form, beauty and aesthetic perception.

All professional artists living and working in Illinois are eligible to apply for commission opportunities. If applying as a team, all artists must live and work in Illinois. Subcontractors may be used and do not have to be from Illinois. They are defined as those providing technical implementation such as construction, fabrication, and/or assembly for portions or all of a finished product under direct supervision and control of an artist.

Artists serving on Fine Arts Review Committees are ineligible to have their artwork considered for commissions while they are serving on the FARC.

Staff, faculty, or employees of the using agency are not eligible to apply for commissions. For example, faculty and staff of the University of Illinois at Urbana-Champaign (UIUC) are not eligible to apply for commissions on the UIUC campus, however they are eligible for commissions with any other AIA project including projects at the University of Illinois at Springfield and the University of Illinois at Chicago. State employees are not eligible for projects at the agency for which they work.

To ensure that commission opportunities are available all qualified Illinois artists, CDB reserves the right to remove artists from competitions if they are currently under contract with the AIA Program or have had an AIA commission in the two year prior to the posting the RFQ for which he or she is applying.

Ineligible Media

In the AIA program media and projects that WILL NOT be funded include:

- mass-produced art objects unless it is something that has been incorporated into the artwork by the artist
- reproductions of original artwork
- any ornamental landscape or building feature designed for the project WITHOUT the commission of a professional artist
- signs and other directional elements

Methods of Selection

Open Competition

Work is commissioned or purchased from a publically advertised competition open to all artists living or working in Illinois. Any artist not subject to any conflict of interest defined for the project may submit qualifications.

A call to artists is broadly advertised with no specific recipient list and any Illinois artist is eligible to submit materials for consideration. Using Agency Steering Committee and Fine Arts Review Committee members may also be asked to nominate or recommend potential artists.

Limited Competition

A Request for Qualifications (RFQ) is sent to a predetermined number of artists whose demonstrated capabilities meet the established parameters such as artists working only in a certain medium.

Purchase of Existing Works

For certain projects with small budgets the Fine Arts Review Committee may choose not to commission a work of art. It may instead search for an appropriate piece of existing art and purchase it.

Direct Commission

In *very* limited cases, the Fine Arts Review Committee may decide to commission or purchase directly from an artist or artist-led team recognized as an expert in a specific medium. The using agency must make a compelling artistic argument for a direct commission. Because the AIA artwork collection must represent the state of Illinois artwork as a whole, no artist or medium may be over represented.

The AIA coordinator has sole discretion in the granting of a direct commission.

Project Implementation

Implementation

At the start of each project the AIA coordinator will meet with the CDB project manager, the professional responsible for managing all aspects of the construction project. Art is one component of the overall project. The CDB project manager will provide information about the scope of the project and will help assess what other professionals should be involved in the AIA process.
After becoming familiar with the project, the AIA coordinator will work with the using agency to assemble the Using Agency Steering Committee for the project. They will then meet as many times as necessary to:

- determine the type, media, location, and relative cost of the artwork for each location
- review RFQ materials including portfolio images, resumes, artist statements, and other materials received from artists
- review materials submitted for the project such as two-dimensional design proposals and maquettes

The AIA coordinator will take this project specific information and prepare a Request for Qualifications to solicit portfolio information from artists for the project.

When the Using Agency Steering Committee has determined the nature and location of the artwork, the AIA coordinator will convene the first meeting of the FARC. The FARC will meet as many times as necessary to discuss and debate the project and make a selection. Meeting agendas may include review of artists' portfolio materials, review of site-specific design proposals, and selection of finalists.

The FARC may take action only at meetings open to the public as defined by the Illinois Open Meetings Act. Selection will be made by public vote of the FARC and each FARC voting member has one vote. Meeting announcements and minutes will be published as required by law and will be available on the AIA section of the CDB website.

The conclusion of the selection process will be the submission of a recommendation memo signed by members of the FARC. The recommendation memo will list the artists in order of preference for each commission or purchase. The recommendation memo will then be sent to the Chair of the Illinois Arts Council for concurrence.

Should the Using Agency Steering Committee and FARC be unable to come to an agreement, the process can be extended with additional artists considered or the FARC can be abolished and reestablished with new members.

The AIA coordinator will notify the artist and arrange a meeting with the artist, Using Agency Steering Committee, and FARC to exchange information about the project.

Contracting

The AIA coordinator will complete all necessary contracting documents with the artist including an authorization to proceed document, contract including project benchmarks and payment schedule, and all necessary addenda. **The artist may not commence work on the project under any circumstances until he or she has an official Authorization to Proceed from the AIA coordinator.**

Pursuant to the Procurement Code (30 ILCS 500/1-10j) AIA contracts are not subject to review by the Procurement Office.

See *Art-in-Architecture Forms* section for examples of the AIA contracts.

Installation

The AIA coordinator will schedule the final installation of the artwork with the artist and using agency. The artist and his or her subcontractors may be required to provide a certificate of insurance naming the CDB and the using agency as additionally insured.

If installation takes place while the project is under construction all work will have to be coordinated with the CDB project manager to ensure that schedules are not disrupted and any terms of a project labor agreement are met.

The artist will not receive final payment until any and all concerns presented by the AIA coordinator and using agency about the art are resolved. The using agency will be required to certify that the piece has been received and added to its inventory.

EXPENSES

Eligible

Permissible expenditures of funds may include but are not limited to:

- commission of a predetermined number of design proposals for each project
- the cost of the artwork itself including the artist fee for design and fabrication

- transportation and installation of the work at the site
- a limited number of identification signs in the accepted AIA format, if requested by the using agency

Ineligible

- reproductions of original works of art by mechanical or other means
- decorative, ornamental, or functional elements that are designed by the project architects unless designed in collaboration with and executed by an artist
- mass-produced objects of standard design such as benches and fountains
- A/E fees
- expenses related to the ongoing operation of the artwork such as utility costs and replacement of standard equipment such as computers, projectors, and pumps
- directional or other functional elements

Legal Issues

Insurance

The AIA coordinator will set the delivery/installation insurance requirements in the contract. Proof of insurance naming the CDB and using agency as additionally insured must be provided to the CDB by the artist, artist's agent, or subcontractor prior to delivery and installation. The requirements are:

- standard vehicle insurance
- worker's compensation
- general liability
- automobile liability

More specific information about insurance requirements can be found in *Standard Documents for Construction*, section 00 72 45 "Indemnification." (http://www2.illinois.gov/cdb/business/library/Pages/default.aspx)

Ownership

After the artwork is installed and the project is complete, the using agency will become the owner and steward of the artwork as trustee for the people of the state of Illinois.

The Close-Out Package sent to the Using Agency at the conclusion of the project will outline ownership rights and responsibilities including copyright.

Deaccession

Because each piece of artwork is part of a larger collection that documents the contemporary art of Illinois, removal of artwork from the collection must be undertaken only after serious thought and discussion. Fluctuations in fashion and personal preference are not reasons to deaccession a piece of artwork. Artwork may be considered for deaccession only if:

- the condition or security of the work cannot be assured in its present location
- the work endangers public safety
- the work is damaged and conservation is not practical, feasible, or costs exceed the value of the work
- the work has faults, inherent vice, or other issues that require repeated and excessive conservation efforts
- an exceptional and unforeseen reason arises and a suitable site for display is no longer available including a change in the existing site that affects the work
- the work is stolen

If artwork is to be deaccessioned by the using agency, the Illinois State Museum shall have right of first refusal as governed by 44 Ill. Adm. Code 5010.1300-Antique, Historical, or Special Interest Property. (www.ilga.gov/commission/jcar/admincode/044/04405010sections.html)

Agent Fees and Commissions

All relationships and financial arrangements between an artist and his/her agent, representative, and/or gallery must be undertaken by the artist alone. The CDB assumes no responsibility for the payment of fees or commissions, nor will it adjudicate differences between parties. The payment of fees or commissions is the sole responsibility of the artist.

Residency Requirements

As prescribed in the Art-in-Architecture enabling legislation, artists selected for this program must be working and living in Illinois. If the artist does not have a valid Illinois driver's license or identification card, a list of acceptable documents that prove Illinois residency can be found at www.cyberdriveillinois.com/publications/pdf_publications/dsd_x173.pdf

Conflicts of Interest

Art dealers are not allowed to participate in Fine Arts Review Committees due to the potential of conflicts of interest.

No member of a Fine Arts Review Committee is eligible for consideration of a commission while serving on the committee.

All employees of a using agency are ineligible to receive a commission at his or her own agency. Employees are eligible to receive commissions for any other project unless otherwise barred by the conditions above.

Project Cancellation

All projects are contingent upon and subject to the availability of funds. The State, at its sole option, may terminate or suspend a contract, in whole or in part, without penalty or further payment being required, if (1) the Illinois General Assembly or the federal funding source fails to make an appropriation sufficient to pay such obligation, or if funds needed are insufficient for any reason, (2) the Governor decreases the CDB's funding by reserving some or all of the CDB's appropriation(s) pursuant to power delegated to the Governor by the Illinois General Assembly; or (3) the CDB determines, in its sole discretion or as directed by the Office of the Governor, that a reduction is necessary or advisable based upon actual or projected budgetary considerations. Contractor will be notified in writing of the failure of appropriation or of a reduction or decrease.

Maintenance

The artwork is the property of the using agency and must be accounted for on its inventory. Maintenance and security of the artwork is the responsibility of the using agency.

The AIA coordinator can offer recommendations for cleaning, maintenance, and conservation.

Definitions

Architect/Engineer (A/E)

The person or firm that designs the construction or renovation project.

Artist

A skilled practitioner that generates designs and concepts for creative works that reflect form, beauty, and aesthetic perception. All artists on a team must be from Illinois.

Artwork

A tangible creation by an artist exhibiting aesthetic expression, skill, craftsmanship, and creativity. As defined by the Art-in-Architecture legislation, art shall apply to and include "paintings, prints, sculptures, graphics, mural decorations, stained glass, statues, bas reliefs,

ornaments, fountains, ornamental gateways, or other creative works which reflect form, beauty and aesthetic perceptions." It may possess functional as well as aesthetic qualities.

Capital Development Board (CDB)

The Capital Development Board oversees the construction of new state facilities, such as prisons, college and university classroom buildings, mental health hospitals and state parks. In addition, CDB is responsible for renovation and rehabilitation projects at the State of Illinois' 8,441 state-owned buildings.

CDB Project Manager

The CDB project manager is responsible for managing all aspects of the construction project's delivery. Art is one component of the entire project.

Chief Procurement Office/Officer (CPO)

The Chief Procurement Office, an independent entity under the jurisdiction of the Executive Ethics Commission, ensures that procurements are fair, transparent, accountable, and in the best interest of the state of Illinois.

Deaccession

The legal removal of artwork from the collection. This action is governed by Ill. Adm. Code 5010.1300-Antique, Historical, or Special Interest Property.

Designing Architect

The project architect or a design professional representing the A/E firm.

Project Labor Agreement (PLA)

A comprehensive pre-hire collective bargaining agreement that is negotiated between the state of Illinois and an appropriate labor organization that sets out the basic terms and working conditions for a particular project.

Public Access

Free access by the public to an area during normal business hours.

Public Area

Area of a building or its surrounding grounds generally accessible to the general public during normal business hours.

Public Art

Art created for and permanently located in part of a public space or facility and/or accessible to members of the public.

Request for Proposal (RFP)

A call to particular artists soliciting a design proposal for a specific public art project. Artists selected to respond to an RFP will be compensated with an honorarium.

Request for Qualifications (RFQ)

A call to artists to submit their credentials and qualifications to be considered for a public art project.

Subcontractor

Those providing technical implementation such as construction, fabrication, and/or assembly for portions or all of a finished product under direct supervision and control of an artist.

Using Agency

The state agency, college, or university that will occupy the facility.

APPENDIXES

Art-in-Architecture Enabling Legislation

20 ILCS 3105/14

3105/14. Art works in public buildings; review committee;

§ 14. (a) It is the purpose of this Act to provide for the promotion and preservation of the arts by securing suitable works of art for the adornment of public buildings constructed or subjected to major renovation by the State or which utilize State funds, and thereby reflecting the diverse cultural heritage of Illinois, with emphasis on the works of Illinois artists.

(b) As used in this Act, "works of art" shall apply to and include paintings, prints, sculptures, graphics, mural decorations, stained glass, statues, bas reliefs, ornaments, fountains, ornamental gateways, or other creative works which reflect form, beauty and aesthetic perceptions.

(c) Beginning with the fiscal year ending June 30, 1979, and for each succeeding fiscal year thereafter, for construction projects managed by the Capital Development Board, the Capital Development Board shall set aside 1/2 of 1 percent of the amount authorized and appropriated for construction or reconstruction of each public building financed in whole or in part by State funds and generally accessible to and used by the public for purchase and placement of suitable works of art in such public buildings. The location and character of the work or works of art to be installed in such public buildings shall be determined by the Chairperson of the Illinois Arts Council, in consultation with the designing architect. The work or works of art shall be in a permanent and prominent location.

(d) There is created a Fine Arts Review Committee consisting of the designing architect, the Chairperson of the Illinois Arts Council or his or her designee, who shall serve as the chair of the

Committee, the Director of the Illinois State Museum or his or her designee, and a representative of the using agency. The Committee, after such study as it deems necessary, shall recommend three artists or works of art in order of preference. The Chairperson of the Illinois Arts Council will make the final selection from among the recommendations submitted. The Illinois Arts Council shall provide administrative support for the Fine Arts Review Committee and may promulgate rules to implement this subsection.

(e) Subsection (c) does not apply to construction projects for which the amount appropriated is less than $1,000,000.

(f) The Capital Development Board shall enter into a contract with the artist, or with the owner of the work or works of art, selected by the Chairperson of the Illinois Arts Council as provided in subsection (d) of this Section. The total amount of the contract or contracts shall not exceed the amount set aside pursuant to subsection (c) of this Section. If the Capital Development Board cannot reach an agreement with the artist or owner of the work or works of art, then the Board shall notify the Chairperson of the Illinois Arts Council, and the Chairperson may select a different artist or work or works of art from the three recommendations made by the Fine Arts Review Committee.

Procurement Code

30 ILCS 500/1-10
(j) This Code does not apply to the process used by the Capital Development Board to retain an artist or work or works of art as required in Section 14 of the Capital Development Board Act.

Framing and Hanging Guidelines

- All framing materials must be of museum quality including acid-free matting, backing, and mounting materials. The process should allow for a small amount of expansion and contraction.

- Frame moldings will be chosen in consultation with the using agency and the artist. They should be modest with clean lines in black, neutral, or natural wood finishes. Large gallery-wrapped pieces may not require framing.

- All 2-D artwork (including framed works, canvases and panels) must have a wire hanging system. Do not use saw-tooth hangars.

- New, clean, unscratched acrylic or appropriate glazing (glass for powdery media such as charcoal and pastels) should cover most two-dimensional art. The glazing may not touch the artwork.

- Do not use any type of pressure sensitive tape in the matting, framing, or mounting process.

- Quilts and other fiber pieces should include a sleeve or way to install the artwork.

- Pieces should not be installed in direct sunlight, over or near heat sources such as fireplaces and heat ducts, or near outside doors or locations that could subject them to extremes in temperature and relative humidity.

Image Submission Requirements

Artists may submit up to 15 JPEG images of relevant past work. If provided on a CD, please label it clearly with artist or team name and date. Please provide the images in the following format:

- one image per JPEG
- pixel dimensions per image: approximately 600 x 800
- image resolution: 72-300 pixels per inch
- maximum file size per image: 1 MB
  - name each image: lastnamefirstnameimagenumber.jpg, for example: mirojoan01, mirojoan02, mirojoan03, etc.
  - a corresponding, numbered, annotated image list with title, media, dimensions, location, brief description, date of the work, project budget, and project partners, if applicable

Optional: Artists may submit one PDF file of additional support material, including press clippings or other relevant information on past projects (maximum 1MB file)

Please Note:

- Send art ONLY as JPEG files. Slides will not be accepted nor will they be returned.
- **Do not send design proposals.**
- All submittals become property of the Capital Development Board Art-in Architecture Program and will not be returned. Submissions can be made available for public viewing. The artist retains copyright.

Plaque Guidelines

AIA funds may be used to purchase only the plaque. The AIA program is unable to pay for any other types of mounting materials, substrates, or decorative finishes.

AIA plaques are either 5" x 5" or 8" x 6" in aluminum or brass with black lettering. An example is shown on the next page.

ARTIST NAME

"ARTWORK TITLE"

DATE

Name of using agency
Commissioned by the Art-in-Architecture Program
Capital Development Board

Name
Governor

State of Illinois

Art-in-Architecture Forms

- Sample Request for Qualifications (RFQ)
- Artwork Design Proposal Contract
- Artwork Contract
- General Conditions of Contracts
- Standard Business Terms and Conditions
- Design Proposal Concept
- Insurance Requirements
- Acord Certificate Requirements
- Design Proposal Concept
- Artwork Final Acceptance
- Punch List
- Artwork Maintenance Manual Outline
- Project Closeout Letter

Illinois Capital Development Board

Art-in-Architecture

Request for Qualifications

Institution
Building
City
Project Number: 000-00-000

Call To Artists

The Art-in-Architecture Program of the Capital Development Board is pleased to announce a Request for Qualifications (RFQ) to Illinois professional artists to create permanent original public art for the Building at Facility in City, Illinois.

Deadline: **Friday, Month 27, 2015**
4:30 P.M.

Eligibility

These public art commissions and potential purchases are open to all professional artists, artisans, or artist-led teams *that live and work in the state of Illinois*.

- An artist/artisan is defined as a skilled practitioner that generates designs and concepts for creative works that reflect form, beauty, and aesthetic perception. All artists on a team must be from Illinois.
- Subcontractors may be used and are defined as those providing technical implementation such as construction, fabrication, and/or assembly for portions or all of a finished product under direct supervision and control of an artist.
- Faculty, instructors, and staff of Facility are not eligible to apply for this commission.

Project Summary

Located at 100 W. Randolph Street in Chicago, Illinois, the Building houses offices of the Illinois state government. It was designed by Murphy/Helmut Jahn and opened to mixed reviews by critics, ranging from "outrageous" to "wonderful". The 17-story, all-glass exterior does not reflect the building's function, and instead conveys an image of pure postmodernism; the effect is striking. Visitors to the interior can see all 17 floors layered partway around the building's immense skylit atrium. The open-plan offices on each floor carry the message of "an open government in action."

Artistic Objectives

The committee is interested in an exterior statement piece, pieces, or permanent installation for the site. They have no preferred theme, media or format. The piece must be durable, safe, and cost effective to maintain in the extremes of the Illinois climate.

Project Site

The artwork will be located outside the 17-story atrium..

Facility Building
City, Illinois
000-00-000

Budget Details

The budget for the project is $00.00

This budget covers all expenses associated with, but not limited to the design proposals, project design, labor, fabrication, project management, materials, tools, contracted services, operations and meetings, and travel required to complete the artwork plus installation, related permits, licenses, taxes and insurance, and transportation and delivery of the work to the site, as well as documentation of the completed project. Any expense that exceeds the contracted amount will be the artist's responsibility.

The artist is responsible for working with the Capital Development Board Art-in-Architecture Program, the using agency, and other relevant partners to oversee all aspects of the art installation.

Selection Process

At least three artists/teams will be selected from the pool of eligible artists/teams and paid a fee of $00 each to develop and present site specific proposals.

Letters will be sent to the selected artists/teams with details of the proposal process and contracts.

Do not send a proposal unless you have been contacted by the Art-in-Architecture Coordinator.

Legal Agreement

The Capital Development Board Art-in-Architecture Program reserves the right to alter any aspect of the selection process or overall project in any way for its own convenience at any time. This Request for Qualifications does not constitute either an expressed or implied contract and these provisions are subject to change.

How to Apply

If you have already applied to the Illinois Art-in-Architecture Program

You do not need to send your materials again if you applied *after November 1, 2012*. To apply for this project submit a Letter of Intent that includes

- the project name and project number
- your name and the name of your team members if applying as a team
- your most current contact information including address, telephone number, and e-mail address

Facility Building
City, Illinois
000-00-000

If you have NEVER applied to the Illinois Art-in-Architecture Program

Please e-mail or post a full package including ONE copy of each of the following *labeled with the artist's name as well as the project name and number.*

- *Résumé* (if a team, one for each member) with current contact information, including:
  - Name
  - Address
  - Phone
  - Fax
  - E-mail
  - Website
- *Artist Statement/Letter of Intent* (1 page maximum, double spaced)
  - If the submission is on behalf of a team, please identify the lead artist and indicate if the individuals have previously collaborated and the nature of the collaboration.
  - If the artist or artist team has worked with not-for-profit organizations, local governments, state agencies, or other similar and relevant groups, please describe the project.
- *Up to 15 JPEG images of relevant past work.* Please provide the images in the following format:
  - One image per JPEG
  - Pixel dimensions per image: approximately 600 x 800
  - Image resolution: 72-300 pixels per inch
  - Maximum file size per image: 1MB
  - Name each image: lastnamefirstnameimagenumber.jpg, for example: mirojoan01, mirojoan02, mirojoan03, etc.
  - A corresponding, numbered, annotated image list with title, media, dimensions, location, brief description, date of the work, project budget, and project partners, if applicable.
  - If submitting by e-mail, please send images as attachments and not in the body of the e-mail.
- *References* of at least three professionals (commissioning agency or organization, design or arts professional, architect, landscape architect, engineer, etc.) who have a detailed knowledge of the artist's work and working methods. Include contact name, complete address, telephone number, and e-mail for each reference.
- *Optional.* One PDF file of additional support material, including press clippings or other relevant information on past projects (maximum 1MB file.)
- *Digital Submittals* If the information is provided on a CD, include the documents (résumé, artist statement, image list, references, etc.) as well as the images, and label it clearly with artist or team name and date.
- ***PowerPoint presentations are not accepted.***

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000-00-000

Please Note:

- Send art as JPEG files ONLY. Slides will not be accepted nor returned.
- **Do not send design proposals.**
- All submittals become property of the Capital Development Board Art-in-Architecture Program and will not be returned. Submissions can be made available for public viewing. The artist retains copyright.

How and Where to Submit

Interested artists/teams must send application materials by **Friday, Month 27, 2015 at 4:30 P.M.**. Submissions received after this date will be kept for review for other Art-in-Architecture projects.

Application materials may be delivered by:

E-mail to **CDB.ArtinArchitecture@illinois.gov**
Hand delivery to address below
USPS or other mailing service to address below

Art-in-Architecture Program
Capital Development Board
Wm. G. Stratton Building, 3rd Floor
401 South Spring Street
Springfield, IL 62706

Questions?

Contact the Art-in-Architecture Program at **CDB.ArtinArchitecture@illinois.gov**

The Art-in-Architecture Procedure Manual, commission opportunities, and other information is posted at www.illinois.gov/cdb/services/art

About the Art-in-Architecture Program

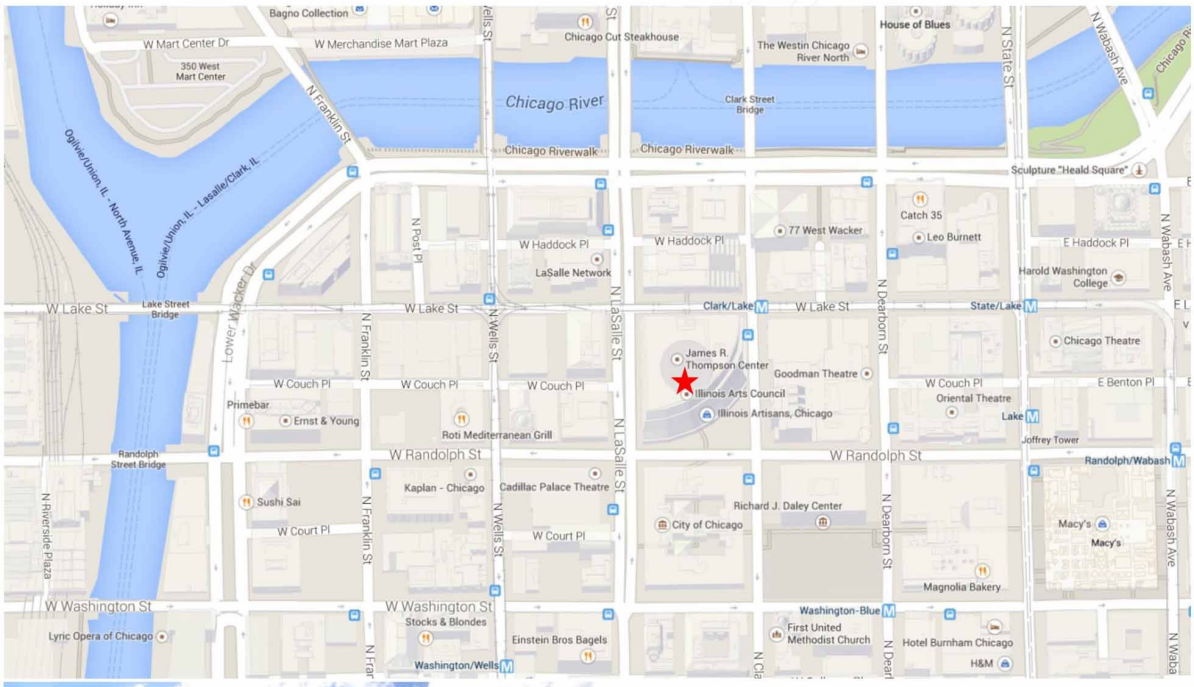
The Illinois Art-in-Architecture Program promotes and preserves Illinois art and enriches communities by commissioning original artwork for public buildings constructed with State funds.

The enabling legislation for the Program requires that the Capital Development Board "shall set aside 1/2 of 1 percent of the amount authorized and appropriated for construction or reconstruction of each public building financed in whole or in part by State funds and generally accessible to and

used by the public for purchase and placement of suitable works of art in such public buildings." A committee including art professionals and the project architect, and oversees each project and selects the artwork.

Since its inception in 1977, the Art-in-Architecture Program has purchased or commissioned works of art by Illinois artists for public display throughout Illinois. For more information visit www.illinois.gov/cdb/services/art.

Attachments



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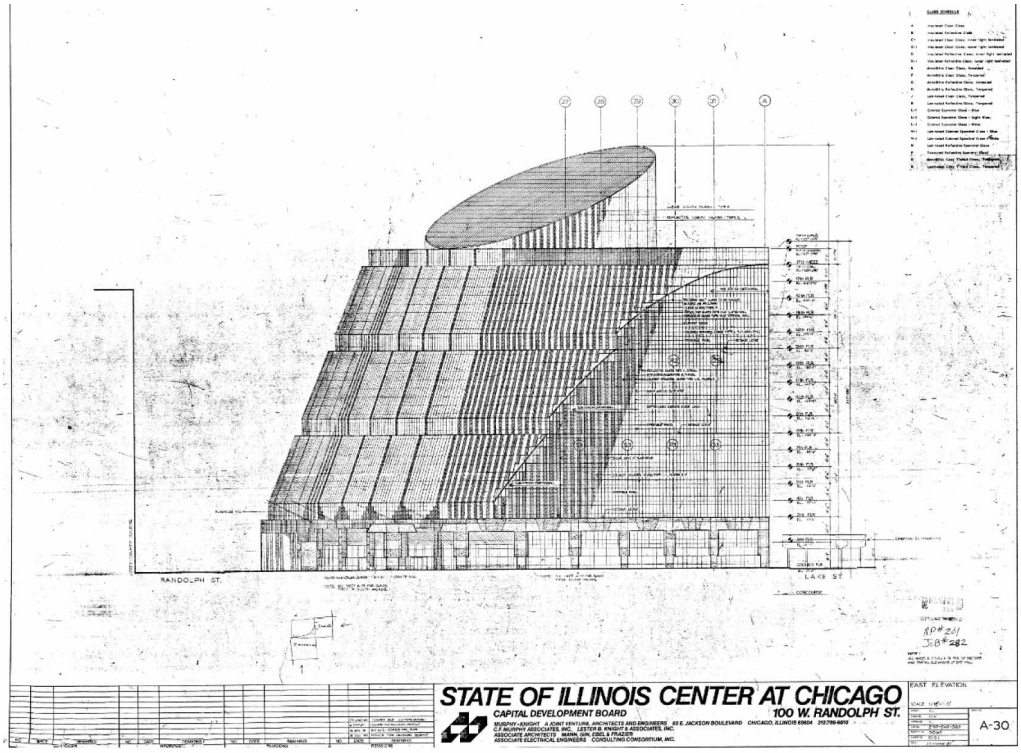
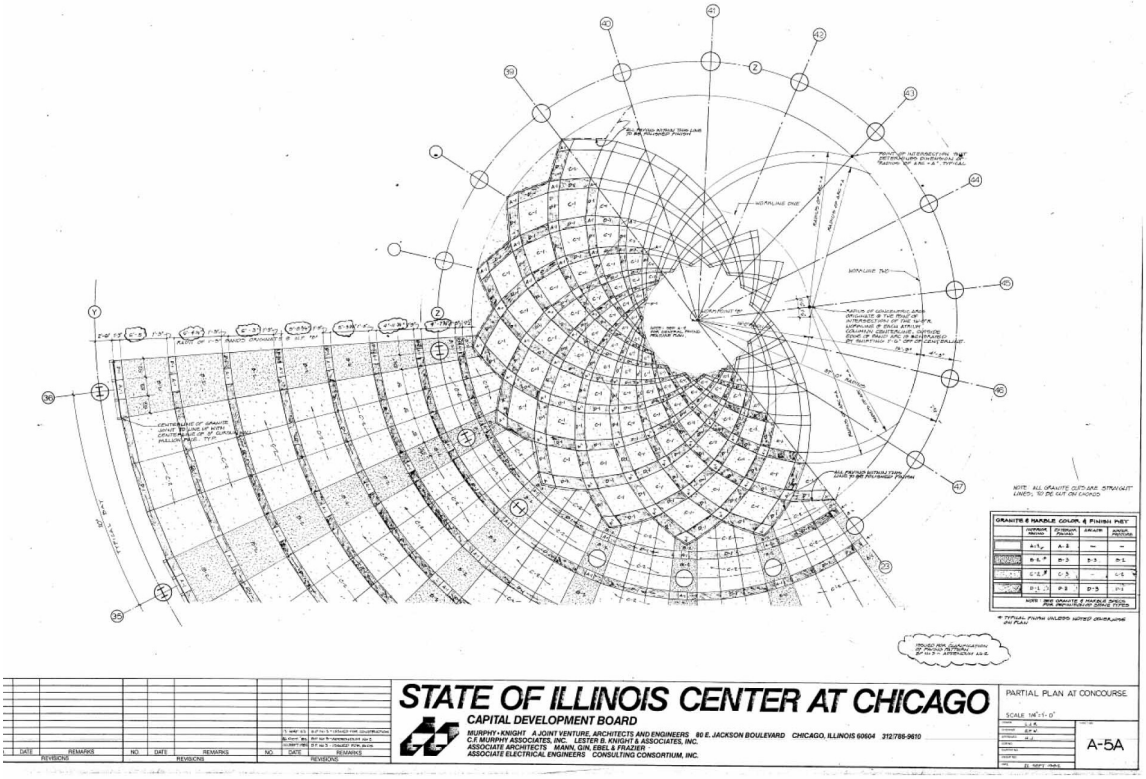
000-00-000





Facility Building
City, Illinois
000-00-000

State of Illinois
CAPITAL DEVELOPMENT BOARD

ARTWORK DESIGN PROPOSAL CONTRACT

CDB PROJECT NO.:
CDB CONTRACT NO.:
PROJECT TITLE:
ARTIST ID NO.:

This **CONTRACT** is by and between

Name: _____

Address: _____

City, State, Zip: _____

herein after called "Artist" and the State of Illinois by and through the Capital Development Board herein after called "CDB."

ARTIST AND CDB, for the consideration stated herein, agrees as follows:

ARTICLE 1. CONTRACT DOCUMENTS. The Contract Documents consist of Standard Business Terms and Conditions, Insurance Requirements (if any), Approved Modifications (if any), Approved Change Orders (if any), Special Conditions (if any), the Authorization to Proceed, and this Contract.

ARTICLE 2. SCOPE. Artist shall convey to CDB the following detailed (☐ two-dimensional color drawing) (☐ three-dimensional model, maquette, or other physical depiction) and any other documents required to present a meaningful representation for the Artwork proposal (hereinafter, the "Design Proposal") for the above named project.

Title: _____

Dimensions: _____

Media: _____

Artist acknowledges that submission of this Design Proposal does not guarantee selection for the final commission of the Artwork described above.

Artist warrants that the artwork or the Design Proposal 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 CDB shall own, on its completion, the Design Proposal free and clear of any and all liens or claims.

CDB reserves the right to reproduce the Design Proposal by any two-dimensional or digital medium and/or publically display the Design Proposal.

ARTICLE 3. DESIGN CONCEPT.

1. The Artist shall visit, examine, research and consider the site and surrounding area. If applicable, the Artist shall also consult with representatives of the community and consider their input and concerns.

2. The Design will include: a description of the method by which the Artwork is to be fabricated and installed; a description of any operational, maintenance and conservation requirements for the Artwork; a description of the placement of the Artwork at the site and any site preparations that may be required by the Using Agency and/or CDB including, but not limited to, any changes or modifications to any utility system or structure of the Site as necessary.

3. The Design must provide sufficient detail to permit the CDB to assure compliance with applicable local, state or federal laws, ordinances and/or regulations.

4. The Artist shall attach to the Design a detailed budget for the design, fabrication and installation of the Artwork.

ARTICLE 4. CONTRACT TIME. This Contract shall take effect on the date accepted by the Executive Director. 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 **<date>** and the Contract end date will be **<date>**.

ARTICLE 5. CONTRACT SUM. CDB shall pay the Artist for the performance of this Contract the amount of **$DOLLARS**. In consideration of payment of the sum, the Artist agrees to perform the Design Proposal. Payment shall be made upon final acceptance of the Design Proposal by the CDB.

ARTICLE 6. FUNDING. This contract will be deemed null and void if the General Assembly of 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 with subcontracts with an annual value of more than $50,000.00. Submit a copy of the subcontract and all required disclosures.

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*):

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

Signature: _____ **Date**: _____

IN WITNESS THEREOF, this Contract has been duly entered into by the parties as of the date and year last written below.

ARTIST		STATE OF ILLINOIS CAPITAL DEVELOPMENT BOARD	
_____		_____	
Artist Signature	Date	Executive Director	Date
_____			
Artist (Print name)			
_____		_____	
Witness Signature		Funds Available	Date
_____		_____	
Witness (Print name)		Legal	Date

State of Illinois
CAPITAL DEVELOPMENT BOARD

ARTWORK CONTRACT

CDB PROJECT NO.:
CDB CONTRACT NO.:
PROJECT TITLE:
ARTIST NAME:
ARTIST ID NO.:

This **CONTRACT** is by and between

Name: _____
Address: _____
City, State, Zip: _____

herein after called "Artist" and the State of Illinois by and through the Capital Development Board herein after called "CDB."

ARTIST AND CDB, for the consideration stated herein, agrees as follows:

ARTICLE 1. CONTRACT DOCUMENTS. The Contract Documents consist of General Conditions of Contract, Standard Business Terms and Conditions, Insurance Requirements (if any), Approved Modifications (if any), Approved Change Orders (if any), Project Design Concept and Specifications (if any), Special Conditions (if any), the Authorization to Proceed,, and this Contract.

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

Title: _____
Dimensions: _____
Media: _____

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 CDB shall own, on its completion, the Artwork free and clear of any and all liens or claims.

ARTICLE 3. CONTRACT TIME. This Contract shall take effect on the date accepted by the Executive Director. 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 **DATE** and the Contract end date will be **DATE**.

ARTICLE 4. CONTRACT SUM. CDB shall pay the Artist for the performance of this Contract the amount of **$00.** In consideration of payment of the sum, the Artist agrees to perform the Artwork and to transfer all rights, title and interest in the Artwork to CDB.

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 the General Assembly of 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 with subcontracts with an annual value of more than $50,000.00. Submit a copy of the subcontract and all required disclosures.

Subcontractor's Name	Subcontractor's Address	Annual Value

Revised October 2012 Page 1 of 3

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*):

☐ Individual

☐ Sole Proprietor

☐ Partnership

☐ Legal Services Corporation

☐ Tax-exempt

☐ Corporation providing or billing medical and/or health care services

☐ Corporation NOT providing or billing medical and/or health care services

☐ Governmental

☐ Nonresident alien

☐ Estate or trust

☐ Pharmacy (Non-Corp.)

☐ Pharmacy/Funeral Home/Cemetery (Corp.)

☐ Limited Liability Company (select applicable tax classification)
- ☐ D = disregarded entity
- ☐ C = corporation
- ☐ P = partnership

Signature: _____ Date: _____

Revised October 2012 Page 2 of 3

IN WITNESS THEREOF, this Contract has been duly entered into by the parties as of the date and year last written below.

ARTIST		STATE OF ILLINOIS CAPITAL DEVELOPMENT BOARD	
Artist Signature	Date	Executive Director	Date
Artist (Print name)			
Witness Signature		Funds Available	Date
Witness (Print name)		Legal	Date

State of Illinois
CAPITAL DEVELOPMENT BOARD

ARTWORK
General Conditions of Contract

CDB PROJECT NO.:
CDB CONTRACT NO.:
PROJECT TITLE:
ARTIST NAME:
ARTIST ID NO.:

ARTICLE 1. DEFINITIONS

A. **CAPITAL DEVELOPMENT BOARD.** Capital Development Board is the State Agency created by the General Assembly in Illinois Revised Statutes. ch. 127. para . 771 et seq., as amended, hereinafter referred to as "CDB."

B. **PROJECT**. Project is the total construction designed by CDB, its Architect/Engineer (A/E), or agent in which the Artwork under this Agreement will be incorporated or displayed.

C. **ARTIST**. Artist is the individual, partnership, firm, corporation or other business entity entering into the Agreement with CDB to perform the work under the Documents. The Artist is identified in the Artwork Contract.

D. **ARTWORK.** The Artwork comprises the completed Artwork prepared for installation as specified by A/E drawings and such other services required of the Artist by the Documents. The Artwork includes all labor, materials, equipment and services necessary tor the performance of the Agreement.

E. **USING AGENCY.** State agency or governmental entity benefiting from the project.

ARTICLE 2. CDB-RIGHTS AND RESPONSIBILITIES

A. **AUTHORIZED REPRESENTATIVES OF CDB.** CDB has the right to designate authorized representatives to act on its behalf. CDB and its representatives shall at all times have access to the Artwork.

B. **COORDINATION.** CDB will designate an Art-in-Architecture Coordinator to coordinate all activities between the CDB, Project Manager, Architect/Engineer, and Artist.

C. **RIGHT TO TERMINATE THE AGREEMENT**. The Capital Development Board may terminate this Agreement:

1. Upon 10 days written notice to the Artist if the termination is without fault on the Artist's part. In this case, the Artist will be entitled to a final payment or settlement, paid according to the schedule set forth in the *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 CDB in whatever form it exists at that time. The Artwork shall then become CDB'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 allow timely completion in accordance with the Contract Time, the CDB will give the Artist written notice of intention to terminate and the reason therefor. Unless the violation shall cease, or satisfactory arrangements be made within 10 business days, CDB may terminate the Agreement.

3. Upon the Artist's death or permanent disability.

D. In the event of termination as set forth under *Article 2(C)2 or 3-Right to Terminate the Agreement*, CDB may exercise the option to 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 8-Payment*, and complete the fabrication and installation of the Artwork at its expense. Exercise of this option by CDB does not prevent CDB from pursuing a remedy otherwise available to it by law and equity.

E. **DISPUTES AND ALTERNATIVE DISPUTE RESOLUTION.** Except as provided in this paragraph, CDB will resolve disputes and its decision will prevail unless otherwise removed to a court of competent jurisdiction. Before any party files litigation it shall submit the dispute to ADR, and all parties and their subcontractors or agents who are involved in the dispute shall participate in the ADR. CDB expressly retains all it rights including, but not limited to, those contained in this document. CDB's exercise of its rights shall not be subject to ADR, but disputes concerning amounts due and owing are subject to ADR. Legal rights and remedies of any party that may be provided by law shall not be waived or tolled by participation in ADR, unless otherwise agreed in writing.

1. **Not a Cause for Delay.** CDB decisions or pending ADR shall not be cause for delay of the work. The Artist shall continue to perform the work, but such continuation shall not operate as a waiver of any of the Contractor's rights.

2. **Definitions.**

   a. **Dispute:** Any contested claim or matter growing out of the project or CDB's project contracts regarding payment or time for performance, but not including personal injury cases (including worker injuries), vehicle accidents, contractor-subcontractor matters in the nature of lien actions, employment matters, or contract suspension or termination.

   b. **Parties:** Parties to a dispute shall be defined broadly to include anyone who may have a stake in the dispute or whose participation is perceived as essential to resolution, whether or not there is a direct contractual relationship. Parties shall also include any other entity holding a contract with CDB whose performance of its contract relates in any way to the dispute or claim.

   c. **ADR:** ADR is a process conducted with the assistance of a neutral person or persons the parties agree is unbiased and qualified to understand the dispute and make the determinations that may be required. Forms of ADR that may be utilized include, but are not limited to, mediation, mini-trials, a dispute resolution board, or resolution through expert opinion, but do not include arbitration or binding decisions.

3. **Cooperation.** In the event that disputes arise, CDB and the Artist agree to exercise good faith efforts to resolve the matter fairly, amicably and in a timely manner. Litigation shall be considered as a last resort to be employed only when ADR methods fail. At the request of any party to a dispute, regardless of dollar amount, CDB and the Artist agree to cooperate in resolution by first conferring with the other parties and by submitting the matter to ADR. CDB and the Artist agree that ADR shall be a condition precedent to filing a Court action or administrative proceeding seeking economic recovery greater than $25,000. When ADR is utilized, the Artist and CDB agree to have in attendance a person with actual authority to resolve the dispute. When approval of CDB's Board is required, CDB personnel shall be exempt from the requirement but shall notify all concerned at the earliest possible time when it is apparent the Board approval will be required for ultimate resolution. If the parties to the dispute cannot

agree on a form for ADR or a neutral to facilitate the ADR, then CDB shall make the determination and its determination shall be final.

4. **Sharing Expenses.** All parties to ADR shall share the expense of the neutral equally or on a pro rata basis if agreed. Individuals must bear their own costs such as travel expenses, attorney fees, or fees charged by consultant hired by the individual.

5. **Subcontractors and Suppliers.** The Artist shall require its subcontractors and suppliers to agree to and be bound by this provision.

6. **Confidentiality.** All ADR procedures shall be strictly confidential. Neither statements made during the course of ADR nor documents generated for the purpose of ADR shall be discoverable in any subsequent litigation. In no event shall a mediator or other neutral party engaged to assist in ADR be disposed or called to testify in any subsequent litigation.

F. **OWNERSHIP, COPYRIGHT, AND MORAL RIGHTS OF THE WORK.**

1. All sketches, drawings, maquettes, mockups, models, photographs, reliefs, and any other materials relating to the Artwork shall become the property of the State of Illinois upon final payment. For purposes of this article of this Agreement, the CDB, Illinois State Museum or the Using Agency may exercise the rights and perform the obligation incident to this Agreement vested in the State of Illinois.

2. The Artist retains all rights under the Copyright Act of 1976, 17 U.S.C. §§ 101 *et seq.*, except ownership and possession, except as such rights are limited by this Section. In view of the intention that the Work in its final dimension shall be unique, the Artist shall not make any additional reproductions of the final Work or permit others to do so except by written permission of the User and CDB. However, nothing shall prevent the Artist from creating future Artworks in the Artist's manner and style of artistic expression.

3. The Artist grants to the User, CDB, the Illinois State Museum and their assigns an irrevocable license to make reproductions of the Work for non-commercial purposes, including but not limited to reproductions used in advertising, brochures, media publicity, educational materials, and catalogues or other similar publications, provided that these rights are exercised in a tasteful and professional manner.

4. The User and CDB shall use their best efforts to ensure all reproductions contain a credit to the Artist and a copyright notice substantially in the following form: ©{Artist's name}, date of publication.

5. The Artist shall use his or her best efforts to give a credit reading substantially, "an original work commissioned by the Illinois Art-in-Architecture Program and owned by {User,}" in any public showing under the Artist's control of reproductions of the Work. The Artist shall in no way imply that the State of Illinois, CDB, or the User endorses the Artist.

6. The User and CDB are not responsible for any third party infringement of Artist's copyright and not responsible for protecting the intellectual property rights of Artist.

7. Artist expressly and forever waives any rights under the Visual Artists Rights Act of 1990 (VARA), 17 U.S.C. § 106A associated with any use of the Artwork. This waiver includes recognition that the Artist waives any right under VARA that could

   a. prevent the removal of the Artwork, or

b. form the basis of a claim that the relocation or removal of the Artwork distorts, mutilates, modifies, or destroys the Artwork in whole or in part, whether intentional or unintentional. Nor is the relocation or removal prejudicial to the honor or reputation of the Artist.

G. **MAINTENANCE, ALTERATION AND NON-DESTRUCTION OF THE ARTWORK.**

1. The CDB will not intentionally destroy, damage, or alter the Artwork in any manner. If, after completion of the Artwork an alteration is made by the CDB or by others, intentionally or otherwise, the Artwork will no longer be represented as the Artist's work without his written consent.

2. The User and/or CDB will consult with qualified Artwork conservation specialists before conservation, restoration, or repair to the Artwork.

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 specified documents. Services shall be performed in a professional manner and in strict compliance with all terms and conditions in the Agreement.

2. Determine the design and artistic expression of the work, subject to CDB's approval and direction.

3. Determine, in consultation with the CDB and its' agents, the scope of the work required by the Agreement, including:

   a. Structural and technical work required for safe and permanent installation.

   b. Commitment that finished work will be in substantial conformity in size and shape with approved design.

4. Prepare sketches, drawings, and models in connection with the Artwork and make them available to CDB for display at all times.

5. Arrange the transportation and installation of the Artwork in consultation with CDB and the Using Agency. If the Artist does not install the Artwork himself/herself, Artist shall supervise and approve the installation.

6. Artist shall provide a maintenance manual with a description of all materials and products utilized in the Artwork and the required care and upkeep involved.

7. Provide necessary facilities for safe and permanent installations.

8. Be available with reasonable advance notice for meetings, ceremonies, and the like, as necessary.

B. **REVIEW OF ARTWORK IN PROGRESS.** CDB 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 CDB when such request is received.

C. **PERMITS AND FEES**

1. The Artist shall obtain and pay all permits and approvals pertaining to the Artwork required by authorities having jurisdiction over the project at the Artist's expense.

2. All travel and other expenses for the Artist, his/her agents or employees as required for the proper performance of the Artwork are included in the Agreement sum and are not reimbursable expenses under the Agreement.

3. The Artist shall be responsible for any and all gallery fees associated with the sale of the Artwork.

4. Purchases of materials for incorporation into the project are exempt from the Illinois Retailer's Occupation and Use Tax (sales taxes.)

5. The Artist shall pay any and all applicable copyright, license, patent or other use fees or costs required in the performance of the Artwork.

D. **PHOTOGRAPHS.** The Artist shall provide, subject to CDB's approval, photographic documentation of the finished Artwork prior to the final payment.

E. **AGREEMENT TIME.**

1. The Artist, recognizing that the Agreement 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 Agreement.

2. Extensions of Agreement 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 CDB, the A/E or the Using Agency

   d. Acts of other contractors in the performance of a contract with CDB

   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 CDB within 15 calendar days after the cause of delay. In the case of a continuing cause of delay, only one request is necessary. CDB may grant Agreement time extensions either during the performance of the work or at the end of Agreement time. The grant of a time extension to the Artist shall not impair or prejudice CDB's rights hereunder.

4. The Artist will not be entitled to any claim for damages or compensation from CDB on account of any delays except that the Agreement time will be adjusted for excusable delays, said extension of time granted herein being the Artists sole and exclusive remedy.

F. INSURANCE AND RESPONSIBILITY FOR DAMAGES DURING INSTALLATION.

1. The Artist shall bear the risk for all loss or damage to the Artwork, until CDB's final acceptance and such time that CDB makes 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 operation during the performance of the Agreement.

2. When deemed necessary by CDB, 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 from loss or damage to the project, the site and improvements thereon and the work of other contractors caused by the installation of his/her commissioned work. Proof of said insurance shall be provided to CDB prior to the installation, and must be secured from a provider approved by the CDB Pre-qualification Unit.

G. **SUBCONTRACTING OR ASSIGNMENT**. Any subcontracting, assignment or transfer of all or part of the interests of the Artist in the Artwork covered by this Agreement shall be prohibited without the prior written consent of CDB in each instance.

1. If CDB gives such consent, the terms and conditions of this Agreement 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 CDB the name, address, and anticipated payments to any such approved subcontractor or assignee.

H. **WAIVER OF RIGHTS**. The Artist shall notify CDB 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.

2. After the execution of this Agreement, CDB shall notify the Artist if the project design concept requires any revisions for reasons including but not limited to ensuring physical integrity of the Artwork or its installation at the site. Such revisions will become part of the design.

3. When required, the Artist shall prepare structural drawings detailing every physical feature of the construction of the Artwork and its integration with the site. These drawings shall indicate any risks involved in the construction, integration, and maintenance of the Artwork, as well as any third-party subcontractors needed to work on the project.

4. When required, the Artist shall present such drawings to a qualified engineer, licensed by the state and paid by the Artist, for certification that the Artwork will be of adequate structural integrity and the Artists shall provide the CDB with such certification.

B. FABRICATION

1. The Artist shall fabricate and install the Artwork in substantial conformity with the project design concept. The Artist may not deviate from the approved design without written approval of the CDB.

2. If upon review of the Artwork, CDB determines that the Artwork does not conform to the project design concept, CDB reserves the right to notify the Artist in writing of the deficiencies and that CDB

intends to withhold the next budget installment.

3. The Artist will promptly cure the CDB's objections and will notify the CDB in writing of completion of the cure. The CDB shall promptly review the Artwork, and upon approval shall release the next budget installment. If the Artist disputes the CDB's determination that the Artwork does not conform, the Artist shall promptly submit reasons in writing to the CDB within 30 days of the CDB's prior notification to the contrary. The CDB shall make reasonable efforts to resolve the dispute with the Artist in good faith. However, Artwork will not be finally accepted until CDB has determined that the Artist has fully complied with the terms of the Agreement.

4. The Artist shall notify the CDB in writing when fabrication of the Artwork has been completed, and that the Artwork is ready for delivery and installation.

5. CDB shall inspect the Artwork within 30 days after receiving notification pursuant to paragraph (4) of this section, prior to installation, to determine that the Artwork conforms with the project design concept and to give final approval of the Artwork. CDB shall not unreasonably withhold final approval of the fabricated Artwork. In the event that CDB does withhold final approval, the CDB shall submit the reasons for such disapproval in writing within 30 days of examining the fabricated Artwork. The Artist shall then have 30 days from the date of CDB's notice of the disapproval to make the necessary adjustments to the fabricated 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 CDB. The Artist shall then be held responsible for any expenses incurred in correcting such deviation.

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

C. **INSTALLATION**

1. Upon CDB's final approval of the fabricated Artwork, as being in conformity with the project design concept, the Artist shall deliver and install the completed Artwork to the site. Transportation fees shall be paid by the Artist.

2. The Artist will coordinate closely with CDB to ascertain that the site is prepared to receive the Artwork. Artist must notify Agency 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 CDB to ensure timely coordination with CDB's construction team. Artist may not install the Artwork until authorized to do so by CDB.

3. The Artist shall be present to supervise the installation of the Artwork. Upon installation of the Artwork, the Artist shall provide CDB with written instructions for the appropriate maintenance and preservation of the Artwork along with product data sheets for any material or finish used. 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. The Using Agency is responsible for the proper care and maintenance of the Artwork.

ARTICLE 5. MODIFICATIONS

A. **GENERAL.** CDB may, at any time, order changes in the Agreement time or in Artwork germane to the Agreement. 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 CDB.

B. **CHANGES IN AGREEMENT TIME.** Adjustment in the Agreement time will be made by modification pursuant to the provisions of *Article 3(F) Agreement 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 Agreement, the Artist shall give written notice to CDB 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. CDB will promptly investigate. If it determines that conditions differ materially from those which should have been reasonably anticipated, CDB will change the documents as necessary. If such conditions cause a change in Artist's cost, CDB may modify the Agreement sum.

ARTICLE 6. INSPECTION AND ACCEPTANCE

1. **INSPECTION.** The Artwork will be subject to inspection by CDB and the Coordinator 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 or any part thereof is substantially complete, he/she shall give five business days' notice to CDB, which will inspect the Artwork. When CDB determines that the Artwork is substantially complete, a Progress Payment will be made to the Artist as set forth in *Article 7-Payment*. Such payments will establish the date of substantial completion.

3. **WARRANTIES OF TITLE.** The Artist warrants that:
    1. The Artwork under the Agreement is a unique and solely the original product of the Artist's creative efforts.

    2. Except as otherwise disclosed in writing to CDB, 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 CDB Artwork 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 Agreement.

    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 this Agreement and to make the grant of rights contained in this Agreement.

    8. These representations and warrantied shall survive the termination or other extinction of this Agreement.

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 Agreement with CDB, 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 Agreement.

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 the CDB or the Using Agency.

   4. If within one year the Using Agency observes any breach of warranty described in this section that is curable by the Artist, the Artist shall, at the request of the Using Agency, cure the breach promptly, satisfactorily, and consistent with professional conservation standards, at no expense to the Using Agency or CDB. The Using Agency shall give notice to the Artist of such breach with reasonable promptness.

   5. If within one year the Using Agency observes a breach of warranty described in this section that is not curable by the Artist, the Artist is responsible for reimbursing the Using Agency for damages, expenses, and loss incurred by the Using Agency as a result of the breach. However, if the Artist disclosed the risk of breach in the project design proposal and the Using Agency and CDB accepted that it may occur, it shall not be deemed a breach for purposes of this section of this Agreement.

   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 CDB.

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

ARTICLE 7. PAYMENT--PROGRESS PAYMENTS. CDB will pay the Agreement sum in installments according to the progress of the Artwork. Progress payments will be made only when the Coordinator has signed the voucher indicating acceptance of the Artwork and approval for payment. Progress shall be in accordance with the following schedule.

A. ? percent upon the execution of this Agreement

B. ? percent upon CDB's notification to the Artist of its approval of the project design concept as set forth in *Article 4-Scope, Section A-Design Concept*

C. ? upon submittal of shop drawings that include plans, elevations, sections, component details and attachments to other work.

D. ? percent upon commencement of fabrication

E. ? percent upon final acceptance of the Artwork by the Using Agency

F. ? percent after the Artist provides CDB with written instructions for the maintenance and preservation of the Artwork.

State of Illinois
CAPITAL DEVELOPMENT BOARD

ARTWORK
Standard Business Terms and Conditions-August 2013

CDB PROJECT NO.:
CDB CONTRACT NO.:
PROJECT TITLE:
ARTIST NAME:
ARTIST ID NO.:

1. AVAILABILITY OF APPROPRIATION (30 ILCS 500/20-60): This contract is contingent upon and subject to the availability of funds. The State, at its sole option, may terminate or suspend this contract, in whole or in part, without penalty or further payment being required, if (1) the Illinois General Assembly or the federal funding source fails to make an appropriation sufficient to pay such obligation, or if funds needed are insufficient for any reason, (2) the Governor decreases the Department's funding by reserving some or all of the Department's appropriation(s) pursuant to power delegated to the Governor by the Illinois General Assembly; or (3) the Department determines, in its sole discretion or as directed by the Office of the Governor, that a reduction is necessary or advisable based upon actual or projected budgetary considerations. Contractor will be notified in writing of the failure of appropriation or of a reduction or decrease.

2. AUDIT/RETENTION OF RECORDS (30 ILCS 500/20-65): Vendor and its subcontractors shall maintain books and records relating to the performance of the contract or subcontract and necessary to support amounts charged to the State under the contract or subcontract. Books and records, including information stored in databases or other computer systems, shall be maintained by the Vendor for a period of three years from the later of the date of final payment under the contract or completion of the contract, and by the subcontractor for a period of three years from the later of final payment under the term or completion of the subcontract. If federal funds are used to pay contract costs, the Vendor and its subcontractors must retain its records for five years. Books and records required to be maintained under this section shall be available for review or audit by representatives of: the procuring Agency, the Auditor General, the Executive Inspector General, the Chief Procurement Officer, State of Illinois internal auditors or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. Vendor and its subcontractors shall cooperate fully with any such audit and with any investigation conducted by any of these entities. Failure to maintain books and records required by this section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under the contract for which adequate books and records are not available to support the purported disbursement. The Vendor or subcontractors shall not impose a charge for audit or examination of the Vendor's books and records.

3. TIME IS OF THE ESSENCE: Time is of the essence with respect to Vendor's performance of this contract. Vendor shall continue to perform its obligations while any dispute concerning the contract is being resolved unless otherwise directed by the State.

4. NO WAIVER OF RIGHTS: Except as specifically waived in writing, failure by a Party to exercise or enforce a right does not waive that Party's right to exercise or enforce that or other rights in the future.

5. FORCE MAJEURE: Failure by either Party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control and not due to its negligence including acts of nature, acts of terrorism, riots, labor disputes, fire, flood, explosion, and governmental prohibition. The non-declaring Party may cancel the contract without penalty if performance does not resume within 30 days of the declaration.

6. CONFIDENTIAL INFORMATION: Each Party, including its agents and subcontractors, to this contract may have or gain access to confidential data or information owned or maintained by the other Party in the course of carrying out its responsibilities under this contract. Vendor shall presume all information received from the State or to which it gains access pursuant to this contract is confidential. Vendor information, unless clearly marked as confidential and exempt from disclosure under the Illinois Freedom of Information Act, shall be considered public. No confidential data collected, maintained, or used in the course of performance of the contract shall be disseminated except as authorized by law and with the written consent of the disclosing Party, either during the period of the contract or thereafter. The receiving Party must return any and all data collected, maintained, created or used in the course of the performance of the contract, in whatever form it is maintained, promptly at the end of the contract, or earlier at the request of the disclosing Party, or notify the disclosing Party in writing of its destruction. The foregoing obligations shall not apply to confidential data or information lawfully in the receiving Party's possession prior to its

acquisition from the disclosing Party; received in good faith from a third-party not subject to any confidentiality obligation to the disclosing Party; now is or later becomes publicly known through no breach of confidentiality obligation by the receiving Party; or is independently developed by the receiving Party without the use or benefit of the disclosing Party's confidential information.

7. USE AND OWNERSHIP: All work performed or supplies created by Vendor under this contract, whether written documents or data, goods or deliverables of any kind, shall be deemed work-for-hire under copyright law and all intellectual property and other laws, and the State of Illinois is granted sole and exclusive ownership to all such work, unless otherwise agreed in writing. Vendor hereby assigns to the State all right, title, and interest in and to such work including any related intellectual property rights, and/or waives any and all claims that Vendor may have to such work including any so-called "moral rights" in connection with the work. Vendor acknowledges the State may use the work product for any purpose. Confidential data or information contained in such work shall be subject to confidentiality provisions of this contract.. However, the Artist will retain the rights and copyright to any Artwork Design Proposal until and unless the Artwork is commissioned by CDB.

8. INDEPENDENT CONTRACTOR: Vendor shall act as an independent contractor and not an agent or employee of, or joint venturer with the State. All payments by the State shall be made on that basis.

9. SOLICITATION AND EMPLOYMENT: Vendor shall not employ any person employed by the State during the term of this contract to perform any work under this contract. Vendor shall give notice immediately to the Agency's director if Vendor solicits or intends to solicit State employees to perform any work under this contract.

10. COMPLIANCE WITH THE LAW: The Vendor, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations, orders, federal circulars and all license and permit requirements in the performance of this contract. Vendor shall be in compliance with applicable tax requirements and shall be current in payment of such taxes. Vendor shall obtain at its own expense, all licenses and permissions necessary for the performance of this contract.

11. BACKGROUND CHECK: Whenever the State deems it reasonably necessary for security reasons, the State may conduct, at its expense, criminal and driver history background checks of Vendor's and subcontractors officers, employees or agents. Vendor or subcontractor shall reassign immediately any such individual who, in the opinion of the State, does not pass the background checks.

12. APPLICABLE LAW: This contract shall be construed in accordance with and is subject to the laws and rules of the State of Illinois. The Department of Human Rights' Equal Opportunity requirements (44 Ill. Adm. Code 750) are incorporated by reference. Any claim against the State arising out of this contract must be filed exclusively with the Illinois Court of Claims (705 ILCS 505/1). The State shall not enter into binding arbitration to resolve any contract dispute. The State of Illinois does not waive sovereign immunity by entering into this contract. The official text of cited statutes is incorporated by reference (An unofficial version can be viewed at http://www.ilga.gov/legislation/ilcs/ilcs.asp). In compliance with the Illinois and federal Constitutions, the Illinois Human Rights Act, the U. S. Civil Rights Act, and Section 504 of the federal Rehabilitation Act and other applicable laws and rules the State does not unlawfully discriminate in employment, contracts, or any other activity.

13. ANTI-TRUST ASSIGNMENT: If Vendor does not pursue any claim or cause of action it has arising under federal or state antitrust laws relating to the subject matter of the contract, then upon request of the Illinois Attorney General, Vendor shall assign to the State rights, title and interest in and to the claim or cause of action.

14. CONTRACTUAL AUTHORITY: The Agency that signs for the State of Illinois shall be the only State entity responsible for performance and payment under the contract. When the Chief Procurement Officer or authorized designee signs in addition to an Agency, they do so as approving officer and shall have no liability to Vendor. When the Chief Procurement officer or authorized designee signs a master contract on behalf of State agencies, only the Agency that places an order with the Vendor shall have any liability to Vendor for that order.

15. NOTICES: Notices and other communications provided for herein shall be given in writing by registered or certified mail, return receipt requested, by receipted hand delivery, by courier (UPS, Federal Express or other similar and reliable carrier), by e-mail, or by fax showing the date and time of successful receipt. Notices shall be sent to the individuals who signed the contract using the contact information following the signatures. Each such notice shall be deemed to have been provided at the time it is actually received. By giving notice, either Party may change the contact information.

16. MODIFICATIONS AND SURVIVAL: Amendments, modifications and waivers must be in writing and signed by authorized representatives of the Parties. Any provision of this contract officially declared void, unenforceable, or against public policy, shall be ignored and the remaining provisions shall be interpreted, as far as possible, to give effect to the Parties' intent. All provisions that by their nature would be expected to survive, shall survive termination. In the event of a conflict between the State's and the Vendor's terms, conditions and attachments, the State's terms, conditions and attachments shall prevail.

17. PERFORMANCE RECORD / SUSPENSION: Upon request of the State, Vendor shall meet to discuss performance or provide contract performance updates to help ensure proper performance of the contract. The State may consider Vendor's performance under this contract and compliance with law and rule to determine whether to continue the contract, suspend Vendor from doing future business with the State for a specified period of time, or to determine whether Vendor can be considered responsible on specific future contract opportunities.

18. FREEDOM OF INFORMATION ACT: This contract and all related public records maintained by, provided to or required to be provided to the State are subject to the Illinois Freedom of Information Act notwithstanding any provision to the contrary that may be found in this contract.

STANDARD CERTIFICATIONS

Vendor 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 Vendor 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. Vendor shall include these Standard Certifications in any subcontract used in the performance of the contract.

If this contract extends over multiple fiscal years, including the initial term and all renewals, Vendor and its subcontractors shall confirm compliance with this section in the manner and format determined by the State by the date specified by the State 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.

1. As part of each certification, Vendor acknowledges and agrees that should Vendor 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 State may void the contract, and
   - the Vendor and it 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.

2. Vendor 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.

3. Vendor, 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.

4. Vendor, 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.

5. Vendor 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.

6. To the extent there was a current Vendor providing the services covered by this contract and the employees of that Vendor who provided those services are covered by a collective bargaining agreement, Vendor certifies (i) that it will

offer to assume the collective bargaining obligations of the prior employer, including any existing collective bargaining agreement with the bargaining representative of any existing collective bargaining unit or units performing substantially similar work to the services covered by the contract subject to its bid or offer; and (ii) that it shall offer employment to all employees currently employed in any existing bargaining unit who perform substantially similar work to the work that will be performed pursuant to this contract. This does not apply to heating, air conditioning, plumbing and electrical service contracts. 30 ILCS 500/25-80.

7. Vendor 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.

8. If Vendor has been convicted of a felony, Vendor 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.

9. If Vendor or any officer, director, partner, or other managerial agent of Vendor 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, Vendor certifies at least five years have passed since the date of the conviction. Vendor 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.

10. Vendor 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)

11. Vendor 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 Vendor and its affiliates acknowledge the State may declare the contract void if this certification is false or if Vendor 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.

12. Vendor 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.

13. Vendor 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.

14. Vendor 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.

15. Vendor certifies it is not in violation of the "Revolving Door" provisions of the Illinois Procurement Code. 30 ILCS 500/50-30.

16. Vendor 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.

17. Vendor 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.

18. Vendor 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.

19. Vendor 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.

20. Drug Free Workplace

20.1. If Vendor employs 25 or more employees and this contract is worth more than $5,000, Vendor certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act.

20.2. If Vendor is an individual and this contract is worth more than $5000, Vendor 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.

21. Vendor certifies that neither Vendor 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.

22. Vendor 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.

23. Vendor 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.

24. Vendor 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.

25. Vendor 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.

26. Vendor 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.

27. Vendor certifies that any violation of the Lead Poisoning Prevention Act, as it applies to owners of residential buildings, has been mitigated. 410 ILCS 45.

28. Vendor 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 Vendors 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.

29. Vendor 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/iitaa). 30 ILCS 587.

30. Vendor 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. Vendor will not make a political contribution that will violate these requirements.

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

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

or

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

31. Vendor 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.

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32. A person (other than an individual acting as a sole proprietor) must be a duly constituted legal entity and authorized to do business 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.

Vendor must make one of the following four certifications by checking the appropriate box. If C or D is checked, then Vendor must attach to this form the requested documentation.

A. ☐ Vendor 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.

B. ☐ Vendor certifies that it is a legal entity, and was authorized to do business in Illinois as of the date for submitting this bid or offer. The State may require Vendor to provide evidence of compliance before award.

C. ☐ Vendor certifies it is a legal entity, and is a foreign corporation performing activities that do not constitute transacting business in Illinois as defined by Illinois Business Corporations Act (805 ILCS 5/13.75). A vendor claiming exemption under the Act must include a detailed explanation of the legal basis for the claim with its bid or offer and must provide additional detail upon request. If Vendor fails to provide the mandatory documentation with the bid or offer, or does not provide additional detail upon request within the timeframe specified in said request, then the State may deem the Vendor as being non-responsive or not responsible and may disqualify the Vendor.

D. ☐ Vendor certifies it is a legal entity, and is an entity otherwise recognized under Illinois law as eligible for a specific form of exemption similar to those found in the Illinois Business Corporation Act (805 ILCS 5/13.75). A vendor claiming exemption under a specific law must provide a detailed explanation of the legal basis for the claim with its bid or offer and must provide additional detail upon request. If Vendor fails to provide the mandatory documentation with the bid or offer, or does not provide additional detail upon request within the timeframe specified in said request, then the State may deem the Vendor as being non-responsive or not responsible and may disqualify the Vendor.

Name of Certifying Entity: _____

Signature: _____ Date_____

Printed Name: _____

Title: _____

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State of Illinois
CAPITAL DEVELOPMENT BOARD

INSURANCE REQUIREMENTS

CDB PROJECT NO.:
CDB CONTRACT NO.:
PROJECT TITLE:
ARTIST ID NO.:

ARTICLE 1. INSURANCE-GENERAL

A. Pursuant to *Article 5, Installation Insurance* of the ARTWORK CONTRACT and *Article 3, Section F Insurance And Responsibility for Damages During Installation of Artwork* of the GENERAL CONDITIONS OF CONTRACT with the Capital Development Board (CDB), the Artist is required to provide, at the Artist's expense, commercial liability insurance at all times during the transportation of and installation of the artwork for this project.

B. CDB shall exercise sole discretion to determine the acceptability of insurance.

C. CDB and Using Agency must be named as additional insured on the certificate.

D. The CDB project number and project title shown above must be listed on the certificate.

E. The coverage options for this project are checked below.

ARTICLE 2. REQUIRED COVERAGES

A. Comprehensive Auto Liability--The policy shall cover owned, non-owned, and hired vehicles.

☐ Low Option

Bodily Injury	Property Damage
$100,000 per person per occurrence, and $300,000 aggregate per occurrence	$50,000 property damage per occurrence, and $100,000 aggregate per occurrence

☐ High Option

Bodily Injury	Property Damage
$500,000 per person per occurrence, and $1,000,000 aggregate per occurrence	$500,000 property damage per occurrence, and $1,000,000 aggregate per occurrence

B. Commercial General Liability

☐ Low Option

Bodily Injury	Property Damage
$100,000 per person per occurrence, and $300,000 aggregate per occurrence	$50,000 property damage per occurrence, and $100,000 aggregate per occurrence

☐ High Option

Bodily Injury	Property Damage
$1,000,000 per person per occurrence, and $1,000,000 aggregate per occurrence	$500,000 property damage per occurrence, and $1,000,000 aggregate per occurrence

C. **Worker's Compensation**

1. Worker's compensation insurance that meets the statutory requirements of the Illinois Workers' Compensation Act.

2. The Artist shall require all subcontractors to also carry coverage.

☐ **Low Option**

$100,000 Employers Liability

☐ **High Option**

$500,000 Employers Liability

☐ **Other**

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)

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) Required

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER		
Name Address Phone	CONTACT NAME: Required	
	PHONE (A/C, No, Ext): Recommended	FAX (A/C, No): Recommended
	E-MAIL ADDRESS: Recommended	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Required	Required
INSURED	INSURER B : Required	Required
Artist Name	INSURER C : Required	Required
Address	INSURER D : Required	Required
Phone	INSURER E : Required	Required
	INSURER F : Required	Required

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	CLAIMS-MADE OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$
	POLICY PRO-JECT LOC							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS			As required by contract.			PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATU-TORY LIMITS / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Project Number:000-000-000 Contract Number: 10-0000-09
Capital Development Board and Using Agency included as additionally insured.

CERTIFICATE HOLDER	CANCELLATION
Capital Development Board Wm. G. Stratton Building, FL 3 401 S. Spring St. Springfield, IL 62706-4050	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

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State of Illinois

CAPITAL DEVELOPMENT BOARD

DESIGN PROPOSAL CONCEPT

CDB PROJECT NO.:
CDB CONTRACT NO.:
PROJECT TITLE:
ARTIST NAME:
ARTIST ID NO.:

The images shown here are to illustrate the agreed upon initial design proposal concept only. It is not final and is not approved by CDB for installation. CDB will approve the final design prior to installation.

Concept statement/Project Description

Project Image

initials_____

Page 1 of

State of Illinois
CAPITAL DEVELOPMENT BOARD

ARTWORK FINAL ACCEPTANCE

CDB PROJECT NO.:
CDB CONTRACT NO.:
PROJECT TITLE:
ARTIST:
ARTIST ID NO.:

Signing of the Artwork Final Acceptance form shall certify that the artwork contained in the subject contract has been inspected by the parties listed below, that all punch list items have been completed, that the artist has fulfilled all his/her contractual obligations, that the warranties and Maintenance Manual (if required) have been accepted and the artist may be authorized to receive final payment in full.

Date of Final Acceptance: _____

SIGNATURES

Artist	Date
Using Agency Representative	Date
CDB, Art-in-Architecture Coordinator	Date

State of Illinois
CAPITAL DEVELOPMENT BOARD

PUNCH LIST

CDB PROJECT NO.:
CDB CONTRACT NO.:
PROJECT TITLE:
ARTIST:
ARTIST ID NO.:

The following is a list of items to be completed or corrected by the Artist. The failure to include any item on the list does not relieve the Artist of his or her responsibility to complete all work in accordance with the Contract Documents.

Item	Location	Description
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		
14.		
15.		

SIGNATURES

Artist _____ Date _____

Using Agency Representative _____ Date _____

Art-in-Architecture Coordinator _____ Date _____

State of Illinois
CAPITAL DEVELOPMENT BOARD

ARTWORK MAINTENANCE MANUAL OUTLINE

CDB PROJECT NO.:
CDB CONTRACT NO.:
PROJECT TITLE:
ARTIST:
ARTIST ID NO.:

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 builts, 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
   - B. Long-term maintenance guidelines
   - C. Desired appearance of the artwork
   - D. Warranties

Institution
Building
City, Illinois
CDB Project Number 000-00-000

Dear:

The Building project at Institution is complete. For your records, I have attached

- a list of the artwork acquired for this project
- copies of contracts and related materials
- the maintenance manuals provided by the artists

The Art-in-Architecture program was created by legislation to promote and preserve the arts of Illinois. Below are a few details of your ownership and stewardship of the art created through this program.

OWNERSHIP
Institution owns the artwork and it must be accounted for on its inventory. Please send me copies of the inventory records for the pieces listed on the attached sheet.

DEACCESSION/DISPOSAL
Please contact the Art-in-Architecture office if you contemplate removing a piece of artwork from the collection. Because each piece of artwork is part of a larger collection that documents the contemporary art of Illinois, removal of artwork from the collection must be undertaken only after serious thought and discussion. Fluctuations in fashion and personal preference are not reasons to deaccession a piece of artwork. Artwork may be considered for deaccession if:

- the condition or security of the work cannot be assured in its present location
- the work endangers public safety
- the work is damaged and conservation is not practical, feasible, or costs exceed the value of the work
- the work has faults, inherent vice, or other issues that require repeated and excessive conservation efforts
- an exceptional and unforeseen reason arises and a suitable site for display is no longer available including a change in the existing site that affects the work
- the work is stolen

If artwork is to be deaccessioned by the using agency, the process is governed by 44 Ill. Adm. Code 5010.1300-Antique, Historical, or Special Interest Property (www.ilga.gov/commission/jcar/admincode/044/04405010sections.html) and the Illinois State Museum shall have right of first refusal.

COPYRIGHT
The state of Illinois ☑ owns ☐ does not own the copyright for the artwork.

CONSERVATION/REPAIR
The artist's contract with the Capital Development Board requires him/her to provide a one-year warranty for defects in workmanship. The repair or conservation of any damage or long-term deterioration is the responsibility of Institution. Please contact the Capital Development Board Art-in-Architecture coordinator if you would like assistance is obtaining a repair or conservation of a piece of artwork.

WARRANTY DATE
Month 16, 2015-Month 15, 2016

If you have any questions or I can assist you in any other way, please do not hesitate to contact me.

Sincerely,

Art-in-Architecture Coordinator

Art-in-Architecture Coordinator
Capital Development Board
Wm. G. Stratton Building, Third Floor
401 South Spring Street
Springfield, IL 62706-4050
217.782.2864
CDB.ArtinArchitecture@illinois.gov
www.illinois.gov/cdb/services/art