



**Jessica Baraket**  
**Purchasing Agent**  
Purchasing Office  
Department of Finance  
435 Hamilton Street, Room 234  
Allentown, PA 18101  
Office: (610) 437-7624  
Fax: (610) 467-7618  
[Purchasing.agent@allentownpa.gov](mailto:Purchasing.agent@allentownpa.gov)

October 6, 2020

Materials Conservation Co, LLC  
ATTN: Julia Guerrero  
1625 N. Howard Street  
Philadelphia, PA 19122

*Via email to [jguerrero@mccollab.com](mailto:jguerrero@mccollab.com)*

Re: Notice of Renewal  
Contract No.: C24-000263

Dear Ms. Guerrero:

Regarding the above matter, on or about December 18, 2019, both parties entered into an agreement with a one (1) year term. That said term will expire on December 17, 2020.

Section 3 of aforementioned Contract provides that, upon mutual written agreement by both parties, the contract may be renewed for an additional three (3) one (1) year renewal terms. The City of Allentown is interested in renewing through December 17, 2021.

Please complete the attached signature page and return your renewal intentions, along with your updated Certificate of Insurance, by 4:00 pm, on October 22, 2020 to [Jeanette.rogulski@allentownpa.gov](mailto:Jeanette.rogulski@allentownpa.gov).

Thank you.

Sincerely,

Jessica Baraket  
Purchasing Agent


JB/jmr

X   We are ABLE to hold the existing contract pricing through December 17, 2021, and desire to extend the current term for an additional one (1) year period in accordance with Section 3 of Contract No. C24-000263.

       We are NOT ABLE to hold the existing contract pricing through December 17, 2021.

Company Name Materials Conservation Co.

Address 1625 N. Howard Street Philadelphia PA 19122

Signature 

Printed Name Julia Guerrero

Title Public Art Project Manager

Phone 215-209-8619 FAX No.                     

Email jguerrero@mccollab.com

Date 10/20/20

AGREEMENT

THIS AGREEMENT made this 18<sup>th</sup> day of December, 2019 by and between the CITY OF ALLENTOWN, a third class city of the Commonwealth of Pennsylvania, hereinafter called "CITY", and MATERIALS CONSERVATION COLLABORATIVE, LLC., d/b/a MATERIALS CONSERVATION CO., LLC., with a business address of 1625 N. Howard Street, Philadelphia, Pennsylvania, 19122 hereinafter called "CONTRACTOR".

WITNESSETH:

WHEREAS, the CITY seeks to contract with a Public Art and Activation Project Management firm, for the purpose of continuing the outdoor enhancements throughout the City and for the creation and display of artistic installations.

WHEREAS, RFP NO. 2019-27 and the Cost and Technical Proposals are attached hereto as Exhibit "A" and made a material part of this Agreement in all respects;

WHEREAS, in accordance with Article 130.16 of the City's Administrative Code, on December 4, 2019, City Council adopted Resolution No. 29897 and hereby approved the award of this Contract to the aforesaid entity; and

WHEREAS, CONTRACTOR is ready, willing and able to perform such services.

NOW, THEREFORE, THE PARTIES HERETO IN CONSIDERATION OF THE PROMISES AND MUTUAL COVENANTS HEREIN CONTAINED AND INTENDING TO BE LEGALLY BOUND, AGREE AS FOLLOWS:

The foregoing recitals are incorporated by reference herein.

1. SCOPE OF WORK. That said Contractor shall continue the outdoor enhancements throughout the City and for the creation and display of artistic installations, as more fully set forth by this Agreement and as more particularly set forth in Exhibit "A".

2. CONSIDERATION. The said CITY shall pay and the said CONTRACTOR shall receive, for the original contract term, the budgeted sum of ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) AND 00/100 DOLLARS as full compensation for all work and labor, materials and equipment required for the completion of this contract as herein provided at such amount due pursuant to the unit prices set forth in the Specifications which are attached hereto as Exhibit "A". The City will pay the Consultant on a fixed percentage fee, therefore the Consultant will receive 40% of the project fee initially; 20% of the project fee when both parties have mutually agreed that the half-way benchmark has been met; and 40% upon completion of the project for final payment.

3. **TERM.** The Contract shall commence upon full execution and shall cease one (1) year thereafter. Upon mutual written consent, the Contract term may be extended for up to three (3) additional one (1) year terms.

4. **INDEPENDENT CONTRACTOR.** At all times CONTRACTOR shall be considered an independent contractor and not as an agent or employee of the CITY.

5. **PRIVATE INTEREST.** The CONTRACTOR certifies that no officer or employee of the CITY, who exercises any functions or responsibilities in connection with the recommendation of the award of this Agreement, has any private interest, direct or indirect, in this Agreement. The CONTRACTOR also agrees that it will not hire or otherwise employ any CITY personnel who exercise any discretion in the awarding, administration or continuance of this Agreement. This prohibition shall also apply to any person who had been employed by the City of Allentown within one year of the date of this Agreement. A failure to abide by the provisions of this Paragraph shall constitute an incurable, material breach of this Agreement and shall be grounds for the CITY to terminate this Agreement, with no further obligation owed to PROVIDER by the CITY. The CITY certifies that no officer or employee of the CITY who exercises any functions or responsibilities in connection with the recommendation of the award of this Agreement has any private interest, direct or indirect, in this Agreement.

6. **WORKMEN'S COMPENSATION.** The CONTRACTOR hereby accepts the provisions of the Workmen's Compensation Act of 1915 of the Commonwealth of Pennsylvania and any supplements or amendments or will file with the City a certificate of exemption from such insurance from the Bureau of Workmen's Compensation of the Department of Labor and Industry of the Commonwealth of Pennsylvania and shall contemporaneously with the execution of this Agreement deliver to the Risk Manager of the City of Allentown proof of same.

7. **INSURANCE.** CONTRACTOR shall submit certificates of insurance, or if requested by the CITY'S Risk Manager, other proof that CONTRACTOR has obtained Insurance as set forth in Exhibit "A" for the period of the Agreement.

8. **NO DISCRIMINATION.** CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, gender identity, sexual orientation, veterans' status, political opinions or affiliations, lawful activity in any employee organization, national origin, age, disability or marital status. CONTRACTOR will take affirmative action to ensure that applicants and employees are treated fairly during employment without regard to race, color, religion, sex, gender identity, sexual orientation, veterans' status, political opinions or affiliations, lawful activity in any employee organization, national origin, age, disability or marital status. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer,

recruitment, or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

9. **SEXUAL HARRASSMENT.** As a vendor of the City of Allentown, you are expected to comply with the City of Allentown's Sexual Harassment Policy. Vendors and contractors are required to exercise control over their employees, agents, and subcontractors so as to prohibit acts of sexual and verbal harassment and agree as a term and condition that failure to comply with the City's policy regarding sexual harassment may result in termination of this contract without advance notice. Further information regarding the City's sexual harassment policy is available from the City's Human Resource Department.

10. **LIMITATION ON LIABILITY.** CITY is a governmental entity and at all times retains its statutory immunity defense as provided by the laws of the Commonwealth of Pennsylvania. 42 Pa. C.S.A. § 8541.

11. **WAIVER OF BREACH.** The waiver by CITY or CONTRACTOR of a breach of any provision of this Agreement by the other party does not operate and shall not be construed as a waiver of any other breach of the other party.

12. **ASSIGNMENT.** CONTRACTOR shall not assign or subcontract this Agreement or any of its rights or obligations without the prior written consent of CITY.

13. **FORCE MAJEURE.** CONTRACTOR shall immediately notify CITY in writing of any cause that will prevent or delay its performance. After receipt of CONTRACTOR'S notice, CITY may elect either to cancel this Agreement or to extend the time of performance as reasonably necessary.

14. **INTEGRATION.** This Agreement represents the entire understanding of the parties and supersedes all prior discussions, understanding, and agreements between the parties with respect to all the matters contemplated herein.

15. **AUTHORITY.** The party executing this Agreement on behalf of a corporation hereby affirms that he/she has the authority to bind the corporation, as required, and that all necessary resolutions and by-laws have been passed allowing such authority to be legally binding.

16. **EXECUTION.** The Parties acknowledge and agree that signature by electronic means is a satisfactory mode of exhibiting assent to this Contract's terms.

17. **AMENDMENT.** This Agreement shall not be modified or amended except in a writing executed by both parties.

18. **SEVERABILITY.** The provisions of this Agreement are separate and severable from one another. If any provision is determined to be invalid, the remaining provisions shall remain valid and continue in effect.

19. CHOICE OF LAW AND VENUE. This Agreement is made under, governed by, and will be construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania without regard to any conflict of laws provisions. Venue for any disputes shall be in the Court of Common Pleas of Lehigh County, Pennsylvania.

20. TERMINATION. The CITY reserves the right to terminate this Agreement upon seven (7) days written notice to the CONTRACTOR either for cause, in the event the CITY decides not to proceed with the services, or funding is not appropriated by City Council.

21. BINDING EFFECT. This Agreement shall be binding on the parties hereto, their heirs, personal representatives, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed and sealed this Agreement the day and year first above written.

CITY OF ALLENTOWN

BY:

Ray O'Connell  
Ray O'Connell, Interim Mayor

ATTEST:

Luise Follweiler  
Director of Finance  
Treasury & Accounting Manager

MATERIALS CONSERVATION  
COLLABORATIVE, LLC., d/b/a  
MATERIALS CONSERVATION CO., LLC.

BY:

John Chan  
Printed Name & Title Principal

ATTEST:

Julia Guerrero  
Printed Name, Secretary (ASST.)

## **EXHIBIT "A"**

Cut along the outer border and affix the label shown below to your sealed bid envelope to identify it as a "SEALED BID". Remember to be sure and include the name of the company submitting the bid where requested in the space provided below.

SEALED RFP	•	DO NOT OPEN
SEALED RFP NO.:	<b>2019-27 Technical Review</b>	
RFP TITLE	Public Art Project Management	
DUE DATE/TIME:		
SUBMITTED BY:	_____ (Name of Company)	
DELIVER TO:		
City of Allentown 435 Hamilton Street Purchasing Office Room 234 Allentown, PA 18101-1699		

SEALED RFP	•	DO NOT OPEN
SEALED RFP NO.:	<b>2019-27 Cost Proposal</b>	
BID TITLE	Public Art Project Management	
DUE DATE/TIME:		
SUBMITTED BY:	_____ (Name of Company)	

To become a registered vendor and receive automatic notifications of any current bid solicitations for the City of Allentown, you must register online with the City's automated "Public Purchase" system. Sign-on and register @ <http://www.publicpurchase.com> There is NO vendor fee for this service.



CITY OF ALLENTOWN  
REQUEST FOR PROPOSAL  
RFP NO. 2019-27  
**Public Art and Activation Project Management**



QUESTIONS DUE NO LATER THAN:

**October 9, 2019 AT 2:00 P.M.**

RESPOND NO LATER THAN:

**October 17, 2019 AT 2:00 P.M.**

ALL INQUIRIES:

Purchasing Agent  
City of Allentown  
Purchasing Office  
435 Hamilton Street  
Allentown, PA 18101-1699  
Phone: 610-437-7624  
Fax: 610-437-7618

[purchasing.agent@allentownpa.gov](mailto:purchasing.agent@allentownpa.gov)

**Please pick up the phone on the second floor to reach purchasing upon your arrival.**

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I. **DEFINITIONS**

A. The following terms and expressions used in this document shall be understood as follows:

1. Wherever the word "City" is used, it shall be understood to mean the City of Allentown, Pennsylvania.
2. Wherever the word "Vendor", "Bidder", or "Proposer" is used, it shall be understood to mean the party or company interested in providing a service to the City.
3. Wherever the word "Contractor" or "Consultant" is used, it shall be understood to mean the party engaged to perform all work described herein.
4. Wherever the word "Administrator" is used, it shall be understood to mean the Contract Administrator of the City of Allentown or his duly appointed successor, or representative, acting within the scope of the duties entrusted to them and as stated in the contract.
5. Wherever in the specifications appear the words "as directed," "as required," "as permitted," or words of like effect are used, it shall be understood that the direction, requirement or permission of the Administrator is intended and similarly the words "approved," "acceptable," "satisfactory," or words of like import, shall mean approved or acceptable or satisfactory to the Administrator.
6. Wherever the word "Contract" or "Contract Documents" is used, it shall mean and include this Request for Proposal, contract, advertisement, information for bidders, proposal, contract provisions, specifications, plans, agreement, addenda, and bonds (if applicable).

II. **GENERAL INFORMATION**

A. **PURPOSE**

The purpose of this request for proposal is to contract a **Public Art and Activation Project Management firm** on a per project or project grouping basis to take each project through its life cycle. Tasks may include but not limited to, selection of the artist, project solicitation of the proposal and the review of the proposals, project execution, and project final closeout. The purpose of this ongoing project is to enhance the use of the publicly-accessible outdoor places in the City of Allentown as a forum for the creation and display of artistic installations in support of the Allentown Arts Commission mission.

**B. PROPOSAL SUBMISSION**

1. The sealed proposals must be submitted not later than 2:00 p.m. on October 17, 2019 to:  
  
City of Allentown  
Purchasing Agent  
435 Hamilton Street, Room 234  
Allentown, PA 18101-1699
2. One (1) unbound original and three (3) unbound copies, on 8.5 x 11 paper, only, of the TECHNICAL PROPOSAL shall be in a sealed envelope and must be marked prominently on the outside **"TECHNICAL PROPOSAL – RFP 2019-27 Public Art Management."**
3. One (1) unbound original and three (3) unbound copies, on 8.5 x 11 paper, only, of the COST PROPOSAL shall be in a sealed envelope and must be marked prominently on the outside **"COST PROPOSAL – RFP 2019-27"**.
4. Do not include any cost proposal information within the technical proposal. The inclusion of cost proposal information in the technical proposal may cause the entire proposal to be deemed non-responsive and disqualified without review by the valuation committee.
5. Proposal must be mailed or hand delivered. No faxed or e-mailed proposals will be accepted.
6. Late is late. Proposals must be received by the date and time specified in the solicitation. Late submissions will not be accepted. It is incumbent upon Respondents to ensure that their proposals arrive in the Purchasing Office by the designated date and time. Any proposal received after the exact date and time specified for receipt will not be considered. In order to ensure fair bidding practices, the City of Allentown will not be responsible for late submissions for reasons outside of its control (i.e. traffic, third party delivery failure, etc.).
7. Any proposals that fail to follow the specifications and procedures in this RFP for proposal submission may be deemed non-responsive and disqualified without review by the evaluation committee.
8. Proposals will be handled confidentially by the City during the pre-award process.
9. The proposal shall be binding for a period of ninety (90) days from the due date for submission.
10. The City of Allentown will not be responsible for any expenses incurred by a proposer in connection with this procurement.
11. If necessary, interviews and or oral presentations, or both, will be scheduled by the Evaluation Committee with one or more of the vendors.

Respondents must have qualified personnel available for said interview/oral presentation upon short notice, (one week or less).

12. In accordance with Ordinance No. 15224, all bids, contracts, and engagement contracts are subject to City Council approval by resolution at a public meeting.

C. PROCUREMENT SCHEDULE

This Request for Proposal will follow the following tentative schedule:

1. QUESTIONS

Any questions regarding this Request for Proposal should be posted to the questions link under the appropriate solicitation on [www.PublicPurchase.com](http://www.PublicPurchase.com)

All questions must be received by 2:00 p.m. on October 9, 2019. Inquiries received after 2:00 p.m. on October 9, 2019, will not receive responses.

No telephone calls with questions will be taken.

2. PUBLIC OPENING

Sealed Proposals are due no later than October 17, 2019 at 2:00 p.m. (For further information see Section II – General Information)

III. GENERAL CONDITIONS

- A. No verbal information to proposers will be binding on the City. The written specifications will be considered clear and complete, unless written attention is called to any apparent discrepancies or incompleteness before the opening of the proposals. All alterations to the specifications will be made in the form of written addenda which will be posted on Publicpurchase.com. These addenda shall then be considered to be part of these specifications.
- B. Submission of a proposal will be considered as conclusive evidence of the proposer's complete examination and understanding of the specifications.
- C. The City of Allentown reserves the right to reject any and all proposals submitted and to request additional information from any Proposer and the right to waive minor irregularities in the procedures or proposals if it is deemed in the best interests of the City of Allentown. The City may elect, at its sole and absolute discretion, to award a Contract based on the initial proposals, or, to open negotiations, either written or oral, with one or more proposers to address performance, technical, pricing, delivery, or other provisions. If negotiations are opened, the City may elect, at its sole and absolute discretion, to conclude negotiations at any time if it is determined to be in its best interest, or they will be closed upon settlement of all questions and clarifications. A proposer may then be requested to provide a best and final offer with new pricing based on the negotiations. Proposals may be rejected and negotiations terminated based on

the negotiations. Award will be based on the offers submitted, as well as any and all negotiations conducted. The City further reserves the right to reject all proposals and seek new proposals when such procedure is considered to be in the best interest of the City.

- D. The award will be made to that responsive and responsible proposer whose proposal, conforming to specifications, will be most advantageous to the City; price and other factors considered, such as delivery time, quality, service, etc. The award may or may not be made to the firm with the lowest cost.
- E. The City shall have the right, without invalidating the contract, to make additions to or deductions from the items or work covered by the specifications. In case such deductions or additions are made, an equitable price adjustment shall be made between the City and the Proposer. Any such adjustments in price shall be made in writing.
- F. After notice from the City, the selected proposer has thirty (30) days to enter into a contract upon receipt of a Notice of Award. If a contract is not executed by the selected proposer, then the City reserves the right to retract the Notice of Award and enter into a contract with another proposer.
- G. Proposals must be written in ink or typewritten. Unsigned proposals will not be accepted. Proposers are expected to examine all instructions, specifications, drawings, sites, installation, etc. Failure to do so will be at the Proposer's risk.
- H. No proposal will be accepted from or contract awarded to any person, firm or corporation that is in arrears or is in default to the City upon any contract, or that is a defaulter, as surety or otherwise, upon any obligation to the City or who had failed to faithfully perform any previous contract with the City. Where work is to be performed by a subcontractor, the proposer must name that the Proposer is fit and capable to perform the required work.
- I. Unless otherwise specified, all formal proposals submitted shall be binding for ninety (90) calendar days following the opening date and may be extended at the agreement of both parties.
- J. **AUTHORITY**

The Purchasing Agent, as the designee of the Mayor, has the sole responsibility and authority for negotiating, placing, and when necessary, modifying each and every invitation to bid, request for proposal, purchase order or other award issued by the City of Allentown. In the discharge of these responsibilities, the Purchasing Agent may be assisted by assigned Buyers.

No other City officer or employee is authorized to order supplies or services, enter into purchase negotiations, or in any way obligate the government of the City of Allentown for indebtedness.

Any purchases contrary to these provisions and authorities shall be void and the City shall not be bound thereby.

**K. AUTHORIZATION TO DELIVER MATERIALS OR SERVICES**

All purchases must be properly authorized in advance. Vendors must first obtain, and are prohibited from shipping any merchandise or providing any services prior to receiving, an official award letter, notice to proceed, a purchase order number, a hard copy purchase order or a valid purchasing card account number. The City will be under no obligation to pay for merchandise delivered or services provided resulting from violation of this rule.

**L. COMPLIANCE WITH LAWS**

The Consultant shall at all times observe and comply with all laws, ordinances, regulations and codes of the federal, state, City and other local government agencies, which may in any manner affect the preparation of proposals or the performance of the contract.

**M. CONTRACTOR COMPLIANCE**

Each vendor is required to be in compliance with the City of Allentown's local tax requirements. Accordingly, each vendor shall register for and obtain a business tax license prior to the award of this contract. For further information on obtaining a business tax license with the City of Allentown contact the Revenue and Audit Manager, at 610-437-7506.

**N. CONTRACT TERMINATION**

A contract may be canceled by the City by giving the Consultant written notice of intent to cancel.

**O. CONTROLLING LAW**

This Request for Proposal is governed by, and will be construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania without regard to any conflict of laws provisions. Venue for any disputes shall be in the Court of Common Pleas of Lehigh County, Pennsylvania.

**P. EQUAL EMPLOYMENT**

Proposers will not discriminate against any employee or applicant for employment because of race, color, religion, sex, gender identity, sexual orientation, veteran's status, political opinions or affiliations, lawful activity in any employee organization, national origin, age, disability or marital status. Contractor will take affirmative action to ensure that applicants and employees are treated fairly during employment without regard to race, color, religion, sex, gender identity, sexual orientation, veteran's status, political opinions or affiliations, lawful activity in any employee organization, national origin, age, disability or marital status. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment, or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

**Q. FUNDING**

In the event that sufficient funds are not appropriated by the Council of the City of Allentown, Pennsylvania; or, if appropriated, are not allocated or available; or, in the event the amounts due hereunder are to be paid with funds given to the City by another private or government entity, and such funds are not sufficient for continuation of this agreement during any fiscal year after the City's first fiscal year; the City may, without breach, upon written notice to the Proposer, terminate the contract in whole or in part.

**R. INDEMNIFICATION**

1. The Consultant shall assume all risks and responsibilities for casualties of every description in connection with the work, except that he shall not be held liable or responsible for delays or damage to the work caused by acts of God, acts of public enemy, acts of government, quarantine restrictions, general strikes throughout the trade, or by freight embargoes not caused or participated in by the Consultant. The Consultant shall have charge and control of the entire work until completion and acceptance of the same by the City.
2. The Consultant shall alone be liable and responsible for, and shall pay for, any and all loss or damage sustained by any person or party, either during the performance or subsequent to the completion of the work under this agreement, by reason of injuries to persons and damage to property, buildings and adjacent work, that may occur either during the performance of the work covered by this contract or that may be sustained as a result of or in consequence thereof, irrespective of whether or not such injury or damage be due to negligence or the inherent nature of the work.
3. The Consultant shall bear all losses resulting from the amount or character of the work being different, or because the nature of the premises on which the work is done is different from what was expected, or on account of the weather, or similar other causes; and he shall assume the defense of and indemnify and hold harmless the City, its employees, agents, officials, representatives, attorneys, and assigns from any and all liability, both negligent and non-negligent, arising directly or indirectly out of all activities conducted in connection with this project and/or the performance hereof, including but not limited to payment of all fees for its/their attorneys and all incidental litigation expenses in the event the City or any of its employees, agents, officials, representatives, attorneys, and assigns are sued upon a claim emanating or supposedly emanating from the execution and/or performance thereof, whether or not the City or any of its employees, agents, officials, representatives, attorneys, and assigns are held liable. This agreement shall be binding on the parties hereto, their heirs, successors and assigns.

**S. INSURANCE**

The Vendor, prior to commencing work, shall provide, at its own expense, the following insurance to the City of Allentown as evidenced.



1. Certificates of Insurance, ONLY if the Insurance policy includes a provision that specifically references a certificate of insurance as a means to effect coverage and actually require the issuance of a certificate to trigger insured status with this particular endorsement. Both the endorsement and the certificate are required.

Or

2. Provide the CGL policy so that the City of Allentown can confirm that there is sufficient coverage as an additional insured under the existing policy showing that any person(s) or organization(s) shown in the Schedule is also an additional insured, then the COI along with the policy are acceptable.

Or

3. Separate Additional Insured Endorsement naming the City of Allentown as additional insured.

We must require the organization or its CGL insurance company to provide notice to the City of changes in the CGL policy that affects our coverage as an additional insured no less than thirty (30) days prior to cancellation or material change in the policies to the Risk Management Department.

Certificates of Insurance, along with the appropriate endorsement, if your insurance policy includes a provision that specifically references a certificate of insurance as a means to effect coverage and actually require the issuance of a certificate to trigger insured status with this particular endorsement, both the endorsement and the certificate should be provided. Whatever is provided as proof must be provided annually, as long as the contract between the City and the insured is in effect. In the description of operations section, of the Certificate of Insurance please provide the following statement "RFP Contract Number; Title of the contract: City of Allentown, its officers, agents and employees are included as Additional Insured to the General and Auto Liability if required by written contract"

Nothing contained in this section shall be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from its operations under the contract

#### **COMPREHENSIVE GENERAL LIABILITY**

Each Occurrence Limit	\$1,000,000
Personal & Advertising Injury Limit	\$1,000,000
General Aggregate	\$2,000,000
Products & Completed Operations Aggregate	\$2,000,000

Include this verbiage: Additional Insured for "ongoing operations" and "products and completed operations" for a period of three years after final payment and shall be ISO endorsements CG 20 10 07 04 and CG 20 37 07 04 or their equivalent.

#### **AUTO LIABILITY**

Each Accident — Combined Single Limit	\$1,000,000.
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#### **PROFESSIONAL LIABILITY**

**RFP NO. 2019-27 Public Art and Activation Project Management**

<b>Each Loss</b>	<b>\$1,000,000</b>
<b>Aggregate</b>	<b>\$1,000,000</b>

**UMBRELLA OR EXCESS LIABILITY (To overlay General Liability, Auto Liability and Employer's Liability coverages)**

<b>Each Occurrence</b>	<b>\$1,000,000</b>
<b>Aggregate</b>	<b>\$1,000,000</b>

**WORKERS' COMPENSATION/EMPLOYER'S LIABILITY**

<b>Workers' Compensation</b>	<b>As required by statute</b>
<b>Employer's Liability</b>	
<b>Each Accident</b>	<b>\$100,000</b>
<b>Each Employee for Injury by Disease</b>	<b>\$100,000</b>
<b>Aggregate for Injury by Disease</b>	<b>\$500,000</b>

**Workers' Compensation policy shall include a Waiver of Subrogation against The City of Allentown, its elected officials, agents and employees**

**Prior to commencement of the performance of the Agreement, Contractor shall furnish to the City a certificate of insurance evidencing all required coverage in at least the limits required herein, naming the City of Allentown, its elected officials, agents, and employees as Additional Insured.**

**Contractor's Commercial General Liability and Umbrella/Excess Policy shall be Primary to and will not require contribution from any other insurance under which the Additional Insured is a Named Insured. To the fullest extent permitted by applicable state law, all policies shall contain a Waiver of Subrogation Clause. The Certificate shall note the project and provide that no policies may be cancelled without thirty (30) days advance written notice to the City.**

**Such certificate shall be issued to:  
City of Allentown  
Attn: Risk and Safety Manager  
435 Hamilton Street, Allentown, PA 18101.**

**Ensure In the description of operations section, of the Certificate of Insurance please provide the following statement "RFP Contract Number; Title of the contract: City of Allentown, its officers, agents and employees are included as Additional Insured to the General and Auto Liability if required by written contract.**

**All insurance policies shall be in effect with companies holding an A.M. Best rating of "A-" or better or financial rating of IX or better with the A.M. Best's Company Key Rating, Guide Latest Edition and shall be licensed or authorized to do business in the Commonwealth of Pennsylvania. Such companies shall also be acceptable to the City. Said policies shall remain in full force and effect until the expiration of the terms of the contract or until completion of all duties to be performed hereunder by the Contractor, whichever shall occur later.**

**T. INTEREST OF CITY OFFICERS AND EMPLOYEES**

No person, consultant, firm or corporation contracting with the City for purposes of rendering personal or professional services to the City shall share with a City officer or employee, and no City officer or employee shall accept, any portion of the compensation or fees paid by the City for the contracted services provided to the City.

**U. NON-EXCLUSIVE CONTRACT**

The contract resulting from this solicitation shall be non-exclusive and the City may procure the good or services covered by this solicitation, at any time, from other sources at its sole discretion.

**V. OBSERVANCE OF LAWS**

The Consultant at all times shall observe and comply with all federal, state and city laws, bylaws, ordinances and regulations in any manner affecting the conduct of the work or applying to employees on the project, as well as all orders or decrees which have been promulgated or enacted, by any legal bodies or tribunals having authority or jurisdiction over the work, materials, employees or contract.

**W. ORGANIZATION CONFLICT OF INTEREST**

- A. The Consultant warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under this contract and a consultant's organizational, financial, contractual or other interests are such that:
1. Award of the contract may result in an unfair competitive advantage; or
  2. The Consultant's objectivity in performing the contract work may be impaired.
- B. The Consultant agrees that if after award it discovers an organizational conflict of interest with respect to this contract or any task/delivery order under the contract, he or she shall make an immediate and full disclosure in writing to the City which shall include a description of the action which the Consultant has taken or intends to take to eliminate or neutralize the conflict. The City may, however, terminate the contract or task/delivery order for the convenience of the City if it would be in the best interest of the City.
- C. In the event the Consultant was aware of an organizational conflict of interest before the award of this contract and intentionally did not disclose the conflict to the City, the City may terminate the contract.
- D. The terms of this clause shall be included in all subcontracts and agreements wherein the work to be performed is similar to the service provided by the Consultant. The Consultant shall include in such subcontracts and agreements any necessary provisions to eliminate or neutralize conflicts of interest.

**X. OPEN RECORDS LAW/PUBLIC INFORMATION**

Under the Pennsylvania Right-to-Know Law (the "Law"), 65 P. S. Section 67.101 et. seq., a record in the possession of the City is presumed to be a public record subject to disclosure to any legal resident of the United States, upon request, unless protected by a statutory exception.

Any contract dealing with the receipt or disbursement of funds by the City or the City's acquisition, use or disposal of services, supplies, materials, equipment or property is subject to disclosure under the Law.

The following are not subject to disclosure under an exception in the Law:

1. A proposal pertaining to the City's procurement or disposal of supplies, services or construction prior to the award of a contract or prior to the opening and rejection of all proposals; and
2. Financial information of a proposer or offeror requested in an invitation to bid or request for proposals to demonstrate the bidder's or offeror's economic capability.

**Y. TIMELINE**

Consultants should review and become familiar with the Timeline. The dates and times of each activity within the Timeline may be subject to change. It is the responsibility of the Proposer to check for any changes. All changes that require material change, specification change or Timeline change will be made through an addendum to this Request for Proposal and posted on Public Purchase (Publicpurchase.com).

<b>SCHEDULE</b>	<b>DATE/TIME</b>
Advertise Request for Proposal	September 18, 2019
Deadline for Questions	October 9, 2019 at 2:00p.m.
Public Opening	October 17, 2019 at 2:00 p.m.
Evaluation Committee Review of Technical Proposal	October 24, 2019 at 11:00a.m.
Evaluation Committee Review of Cost Proposal	October 31, 2019 at 10:00a.m.
Responding Firms Oral Interview/Presentation	November 14, 2019 at 1:00 p.m.- 3:00 p.m.
Presentation to City Council	December 4, 2019

**Z. TRANSFERS AND ASSIGNMENTS**

1. Consultant shall not, without written consent of the City, assign, hypothecate or mortgage this agreement. Any attempted assignment, hypothecation or mortgage without the consent of the City shall render this agreement null and void.
2. Neither this agreement nor any interest therein shall be transferable in proceedings in attachment or execution against proposer or in voluntary or involuntary proceedings in bankruptcy or insolvency or receivership taken

by or against Consultant, or by any process of law including proceedings under Chapter X and XI of the Bankruptcy Act.

3. Shareholders and/or partners of proposer may transfer, sell, exchange, assign or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment or divestment is affected in such a way as to give majority control of proposer to any persons, corporation, partnership or legal entity other than the majority controlling interest therein at the time of execution of this agreement, approval thereof shall be required. Consent to any such transfer shall only be refused if the City finds that the transferee is lacking in experience and/or financial ability to render and provide services.

**A.A VARIANCE TO BID DOCUMENTS**

For the purpose of bid evaluation, bidders must indicate any or all variances to the bid documents and/or specifications as stated, no matter how slight. Any deviations from specifications and alternate bids must be clearly indicated with complete information provided by the bidder. Alternate bids may or may not be considered by the City. The City has the sole authority to decide what is in the best interest of the City, and their decision shall be final and binding. If variations are not stated in the bid, it shall be construed that the bid submitted fully complies in every respect to our bid documents. Submission of alternate documents, other than as included and/or requested in the current solicitation may cause your submittal to be considered non-responsive.

**B. B SEXUAL HARRASSMENT**

As a vendor of the City of Allentown, you are expected to comply with the City of Allentown's Sexual Harassment Policy. Vendors and contractors are required to exercise control over their employees, agents, and subcontractors to prohibit acts of sexual and verbal harassment and agree as a term and condition that failure to comply with the City's policy regarding sexual harassment may result in termination of this contract without advance notice. Further information regarding the City's sexual harassment policy is available from the City's Human Resource Department.

**IV. WORKSCOPE**

The purpose of this request for proposal is to contract a **Public Art and Activation Project Management firm** on a per project or project grouping basis to take each project through its life cycle. Tasks may include but not limited to, selection of the artist, project solicitation of the proposal and the review of the proposals, project execution, and project final closeout. The purpose of this ongoing project is to enhance the use of the publicly-accessible outdoor places in the City of Allentown as a forum for the creation and display of artistic installations in support of the Allentown Arts Commission mission.

**A. BACKGROUND/ GOAL**

The Arts have the capability to connect people of all cultures, religions, social-economic backgrounds like no other. Public art has the

capability to grow and expand at an organic pace, piece-by-piece to create a connection where diversity does not apply. It's boundless. It breeds innovation, connection and inclusion.

The City of Allentown has an Arts Commission and a Public Art Committee, both of which advise the City Officials on the subject of the arts. The Arts Commission, which has both representation from City Staff and the Public Art Committee, is responsible for the promotion of art and cultural activities, education and programming throughout the City. The Arts Commission hosts the annual Arts Ovation Awards, recognizing local artists and offered an Artist In Residency Program to local artists in 2018. The Public Art Committee is an advisory body that, in conjunction with the City, reviews and approves all installations of public art.

The City, Arts Commission and Public Art Committee understand and agree that art in public places has become a very prominent asset in our modern community bringing in culture, and aesthetics that support the local identity, making residents feel appreciated and valued. Currently there are 49 pieces of public art installed in the City. As aesthetics are one of the top three characteristics as to why residents attach themselves to a community, the City is looking to add new pieces to the public art collection and/or add lighting Quick Response Codes and Historical information on the art piece and existing pieces of public art.

**B. SCOPE OF WORK**

In the proposal, please identify relevant management, administrative and financial capabilities as well as specific skillsets, qualifications and experience that would be relevant to the project management responsibilities.

1. **Work with Allentown Art's Commission on site selection-** Identify public and privately-owned locations throughout the City suitable for a high impact, visible public installation. Obtaining buy-in and authorization from proprietor/representative endorsing their location for an installation.
2. **Artist Calls-** Public Art and Activation Project Management firm shall ensure that artist calls are done with transparency, and that an ample amount of artist are notified of the proposed project, both local and non-local.

Purchasing Guidelines: For all projects over 40,000.00 the Public Art and Activation Project Management firm must have at least three artist proposals, and three recommendations to present to the Allentown Arts Commission, the Community and Economic Development Department and key stakeholders.

3. **Developing Placement-** Working with the Allentown Arts Commission, the Community and Economic Development Department the Public Art and Activation Project Management firm will collaborate with outreach to the artist community and engaging with artists to promote the project and obtain interested candidates.
4. **Public Input-** The Public Art and Activation Project Management firm in collaboration with the Allentown Art's Commission and key stakeholders must organize 1-2 community participation activities per installation- Engaging

artists with neighborhoods and community organizations throughout Allentown will help facilitate community support.

5. **Development of Workplan and Budget-** The Public Art and Activation Project Management firm work with artists to submit detailed workplans and budgets for each art installation. Workplans and budgets must include line items for supplies, stipends, materials, community engagement activities, and other expenses as necessary.
6. **Installation Approvals-** All installations need the approval of Community and Economic Development Department, the Allentown Art Commission and the Public Art Committee. The Public Art and Activation Project Management firm and artists will be responsible for presentation of the installations for approval.
7. **Project Scheduling-** The Public Art and Activation Project Management firm is tasked with effectively planning the schedule of each project from commencement to conclusion. This includes understanding the timing impact of acquiring necessary permits/approvals as well as effectively navigating contingencies that arise that could impact installation delivery.
8. **Managing Installations-** The Public Art and Activation Project Management firm will be responsible for onsite and financial management of each art installation according to the approved budget and workplan. Onsite management includes managing the process and schedule of the installation, working with the City to obtain approvals for the installations and addressing any setbacks. Financial management includes overseeing all expenses, purchasing of all supplies and compensating the artists. The Public Art and Activation Project Manager will submit invoices to the City of Allentown detailing all installation expenses and service fees.
9. **Presentation to the Allentown Arts Commission and key Stakeholders-** Status updates on projects will be required of the Project Manager.
10. **Maintenance-** The Public Art and Activation Project Management firm will be responsible for drafting all documentation, contracts, to ensure the maintenance and longevity the public installation, to protect the City.
11. **Installation/Activation Management and Guidance-**
  - a. This includes all pre-project responsibilities (I.E. acquiring supplies, artist transportation and lodging, management of equipment, site preparation)
  - b. Management of site and artist during project duration to ensure artwork is meeting the guidelines of the approved scope of work
  - c. All post-project responsibilities (I.E. clean up, equipment return, supply storage)
12. **Payment –** The City will give the Public Arts and Activation Project management firm a set budget per project.

The City of Allentown will pay the successful public art and activation Public Art and Activation Project Manager on a fixed percentage fee. The consultant will receive 20 % of the project up front and 80 % final payment. The City will present the manager with a budget in which the manager receives a fixed fee percentage of the lump sum and the artist receives their percentage of the budget.

- a. The manager will pay the artist and provide the City with confirmation of payment.
- b. Confirmation of payment includes a copy of the check paid to the artist and a confirmation of payment letter signed by the artist. This must be provided to the City 30 days after the final payment is made.
- c. All budgets given to the manager must include materials, paint, lifts, housing fixed paint and supply storage and prep and all other necessary components needed to complete the project.

**C. QUALIFICATIONS**

1. The Public Arts and Activation Management firm must have 5 years collective experience in public art installation and project management. Project management experience must include site management, artist management and financial management.
2. Firms must have experience with managing different types of public art installations, including, but not limited to: murals, sculptures, and the lighting of public art.
2. Firms must have experience working with municipalities.
3. Firms must provide an outreach strategy, demonstrating ties to the art community and the ability to recruit professional artists for public art installations.
4. Firms must provide one (1) sample project from their portfolio, detailing public art recruitment, installation and management.

**D. PROGRAM MANAGEMENT TIMELINE**

Project evaluation, artist calls, review and award selection by the Arts Commission will take place third and fourth quarter 2019. Artists will be awarded, and projects will commence throughout 4<sup>th</sup> quarter 2019 into 2020. The length of the management responsibilities will depend on the projects submitted but will not go beyond 31 December 2020.

The City of Allentown reserves the right to approve or reject any application or portion thereof subject to the aesthetic and functional appropriateness of the project. The selected proposal is subject to approval by the Director of Finance, the Mayor of Allentown and Allentown City Council.



V. EVALUATION AND AWARD CRITERIA

A. In general, proposal will be evaluated in terms of:

1. The firm's ability to meet the RFP requirements.
2. The qualifications of the specified persons who will be performing the requested services.
3. The prior experience and reputation of the firm in similar projects.

VI. PROPOSAL REQUIREMENTS

A. Proposal requirements (all proposals must include W-9 documentation)

Consultant's Proposal Response shall include and be scored based upon the below criteria:

Please follow all the below instructions thoroughly, as each tab is scored based on deliverables and content. Each tab should be constructed as stated below to avoid point deductions, and for consistency purposes.

Criteria	Highest Score Possible
<b>Tab A. Ability to Meet RFP Requirements</b>	25 Points
<b>Tab B. Prior Experience / Team Member Qualifications</b>	25 Points
<b>Tab C. Artist Selection</b>	20 Points
<b>Tab D. References</b>	10 Points
<b>Tab E. Cost – Separate Envelope Sealed and Labeled</b>	20 Points

- All tabs must be identified, labeled and in the order stated below.

**Tab A. ABILITY TO MEET RFP REQUIREMENTS - Separate Envelope Sealed and Labeled- see first page of the RFP for label-25 Points**

- a. **Cover:** Include project number, project name ( RFP 2019-27 Public Art Management), Consultant's name, Project manager's name, address, phone number, email address, and the proposal date.
- b. **Table of Contents:** Include tabs and page numbers.
- c. **Cover Letter:** Include the Consultant's name(s), description of the company, and briefly state the proposer's understanding of the services to be provided. Proposers shall acknowledge the receipt of any addenda to this Request for Proposal. Please limit the cover letter to two pages.
- d. **Attachment Paper work:** Include your signature page, exemptions page, Political Contribution Disclosure Form, and most recent W-9 form.

**Tab B. PRIOR EXPERIENCE/ TEAM MEMBER QUALIFICATIONS 25 Points**

- a. **Organization Description:** Include a brief description of the organization(s) submitting the proposal. Include the name, size, legal status, professional registration/certification, and major type of activity or areas of consulting. The organization(s) must be licensed to do business in the Commonwealth of Pennsylvania.
- b. **Team Organization and Staff Experience:** Include an organizational structure of the Project Team to be used for this project. Resumes shall be provided for each team member involved in the project. Resumes should include the individuals name, title and/or duties for the project, professional registration, relevant certifications, a brief description of related experience including time contribution in this capacity to past projects, and qualifications. **Please limit each resume to one page.**
- c. **Project Experience:** Identify three relevant management projects and locations of these projects, create a narrative description of the experience with public art consulting. These projects should be relevant to the work scope herein and require administrative and financial capabilities as well as skillsets, qualifications and experience relevant to the project management responsibilities described herein.
- d. **Documented Experience:** Provide 3 sample pictures of each project identified above, and the finish product for all three relevant projects.
- e. **Sub-Consultants:** Indicate the names and addresses of any Sub-Consultants and/or associates proposed to be used in this project. State the capacity they would be used in and the approximate percentage of the total services they would provide. Resumes should be provided for each subcontractor team member involved in the project. Also state their experience in the field.

**Tab C. PROJECT SELECTION-20 Points**

- a. **Narrative:** Please provide a narrative regarding the art selection and your approach , how will the successful consultant will ensure transparency and outreach, to both local and non-local artist, to ensure the best and most cost-effective artist is presented to the Allentown Arts Commission, Key stakeholders and the Community and Economic Department.
- b. **Marketing Strategies:** Please provide a brief narrative regarding marketing strategies the Public Art and Activation Project Manager will provide for artist outreach.
- c. **Research:** Please provide a brief narrative regarding research of site opportunities in the City.

**Tab D. REFERENCE- 10 Points**

- a. **References:** Provide 5 professional references and the relation to the company.



**Tab E. COST PROPOSAL REQUIREMENTS – Separate Envelope Sealed and Labeled- see first page of the RFP for label- 20 Points**

- a. Cost Proposals must be provided in a separate sealed envelope. Labeled clearly "Cost Proposal 2019-27 Public Art and Activation Project Management" on the outside- see label on the first page. Consultant's name, Project manager's name, address, phone number, email address, and the proposal date shall be included.
- b. Include Attachment A. Cost Proposal in your envelope. Proposals shall be based on a percentage rate.
- c. The percentage rate shall be inclusive of reimbursable expenses, including but not limited to travel, meals, reproductions, etc.
- d. Artist Payment: Include a structured process of how the artist will get paid.

**VI. EVALUATION AND AWARD CRITERIA**

In general, proposal will be evaluated in terms of:

Criteria	Highest Score Possible
Tab A. Ability to Meet RFP Requirements & Timeline	25 Points
Tab B. Prior Experience / Team Member Qualifications	25 Points
Tab C. Artist Selection	20 Points
Tab D. References	10 Points
Tab E. Cost – Separate Envelope Sealed and Labeled	20 Points

- B. The award will be made by written notification after the approval of City Council and sent via email.
- C. Interviews may be held with one or more firms before a final selection is made, Interviews are done on as needed basis, and sometimes are not necessary. The award may or may not be made to the lowest cost proposal.
- D. Submission of a proposal shall be representation that the submitting firm understands the scope of the project.

**VII. AUTHORITY TO DISTRIBUTE BID PACKAGES**

- A. The City of Allentown Purchasing Office is the sole entity authorized to provide this RFP package to interested companies or individuals. Firms who are working from a RFP package obtained from any other source may have an incomplete set of documents. The City assumes no responsibility for any error, omission, or misinterpretation resulting from a company's use of an incomplete RFP package.

RFP NO. 2019-27 Public Art and Activation Project Management

- B. Firms who have received the RFP package from a source other than the City's Purchasing Office are advised to contact the office to provide their company name, mailing address, telephone number, fax number, contact name and contact e-mail address. This will ensure that the company receives all RFP related communications and documents, including addenda.

VIII. ADDITIONAL TERMS AND CONDITIONS

- A. Only the terms, conditions, and specifications appearing in this invitation to Bid are applicable and in full force and effect. The City reserves the right to deem conditional bids (i.e. counter-bids on specific terms and conditions) non-responsive and may not be considered, in the sole opinion of the City. The Bidders authorized signature appearing in the invitation to Bid attests to this.
- B. The award of this contract is subject to the approval of City Council as referenced herein in Section B. The Contract term shall commence upon full execution of said Contract shall cease December 2020. (Upon written notification, this contract can be extended for up to an additional three (3) 1-year terms beyond the contract expiration period.

IX. PAYMENTS AND INVOICING

- A. Mail itemized invoice in duplicate to:  
City of Allentown  
Accounts Payable - Room 110  
435 Hamilton Street  
Allentown, PA 18101

All invoices must be consistent with the percentage stated in the proposal page.

Or email to [accountspayable@allentownpa.gov](mailto:accountspayable@allentownpa.gov)

- B. Payment will be within (30) days of invoice receipt.
- C. Proposers will be required to submit a per project percentage fee that will serve as the management compensation accessed from the overall cost of each public art project.

<b>SIGNATURE PAGE</b>	<b>CITY OF ALLENTOWN PURCHASING OFFICE 435 HAMILTON STREET ALLENTOWN, PA 18101</b>	<b>RFP NO. 2019-27</b>	<b>PAGE A</b>
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To: The City of Allentown, Pennsylvania

**Public Art and Activation Project Management**

The Undersigned, having examined the Specifications, Standard Requirements and all other documents and being familiar with the various conditions under which these services and/or supplies are to be used, agrees to all terms and conditions set forth in the bid and to furnish all labor, material, tools, equipment and services to furnish the requirements called for in the bid, for the prices stated.

The Undersigned hereby certifies that this response is genuine and not fraudulent or made in the interest of or on behalf of any person, firm, or corporation, not herein named, and that the undersigned has not, directly or indirectly, induced or solicited any Bidder to submit a false or fraudulent bid or prohibited any other person, firm or corporation from bidding and that the undersigned has not, in any manner, sought by collusion to secure for himself any advantage over any Bidder.

A signed Bid/quote submitted to the City obligates the bidder to all terms and conditions stated within the bid/quote document.

Company Name \_\_\_\_\_

Address \_\_\_\_\_

Signature \_\_\_\_\_ Printed Name \_\_\_\_\_

Title \_\_\_\_\_

Email \_\_\_\_\_

Phone \_\_\_\_\_ P.O Email \_\_\_\_\_

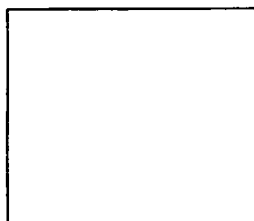
**TRADING AND DOING BUSINESS AS (Check One)**

☐ Individual

☐ Partnership

☐ Corporation

Federal I.D.# \_\_\_\_\_ or Social Security # \_\_\_\_\_



(Seal)

Addendum #1 \_\_\_\_\_ (date)

Addendum #2 \_\_\_\_\_ (date)

Addendum #3 \_\_\_\_\_ (date)



**Political Contribution Disclosure Form  
For Non-Competitive Bid Contracts or  
Financial Assistance in Excess of \$2,500**

**City of Allentown  
Purchasing Office**

Pursuant to the City's Administrative Code Section 130.16 (H), for all non-competitive bid contracts or financial assistance in excess of \$2,500, an individual or business (including: family members with a financial interest in the business, business associates, subcontractors, contribution to a PAC which makes a candidate contribution, consultants) shall not make a contribution in excess of \$250.00 inclusive of in-kind services in the aggregate, to a candidate for any elective City office or to an elected City office incumbent during the incumbent's term of office.

**VENDOR INFORMATION**

Name \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_

State \_\_\_\_\_ Zip \_\_\_\_\_

**CONTRIBUTION DISCLOSURE**

Contributor Name	Recipient Name	Date	Dollar Amount
			\$
			\$
			\$

☐ Check here if the information is continued on subsequent page (s).

**SUB-CONTRACTOR/CONSULTANT IDENTIFICATION**

Name	Employer	Address

☐ Check here if the information is continued on subsequent page(s).

I certify that NO contributions in the aggregate total over Two Hundred Fifty (\$250.00) Dollars were made to an applicable public official by me, a family member or representative. I understand that this certification applies for the length of this contract, and that breach of such contribution rules shall be cause for the void of this contract. I further understand that I will be liable for liquidated damages of 10% of the maximum payment made to me should this contract be voided due to my breach of such contribution rules.

Read and accepted by:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

Date: \_\_\_\_\_

\_\_\_\_\_  
Title (Position)

**EXCEPTIONS**

The respondent must list below all exceptions, additional information, costs, clarifications, comments, etc. (if applicable). Items indicated may be considered but acceptance is not guaranteed. This sheet must be included with respondent's proposal.

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Respondents Company Name: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

# Attachment A



<b>COST PROPOSAL</b>	<b>CITY OF ALLENTOWN PURCHASING OFFICE 435 HAMILTON STREET ALLENTOWN, PA 18101</b>	<b>RFP NO. 2019-27</b>	<b>Attachment A</b>
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The percentage rate shall be inclusive of reimbursable expenses, including but not limited to travel, meals, reproductions, etc.

**Payment –**

**The City will give the Public Arts and Activation Project manager a set budget per project.**

The City of Allentown will pay the successful public art and activation Public Art and Activation Project Manager on a fixed percentage fee. The consultant will receive 20 % of the project up front and 80 % final payment. The City will present the manager with a budget in which the manager receives a fixed fee percentage of the lump sum and the artist receives their percentage of the budget.

- a. The manager will pay the artist and provide the City with confirmation of payment.
- b. Confirmation of payment includes a copy of the check paid to the artist and a confirmation of payment letter signed by the artist. This must be provided to the City 30 days after the final payment is made.
- c. All budgets given to the manager must include materials, paint, lifts, housing fixed paint and supply storage and prep and all other necessary components needed to complete the project.

\_\_\_\_\_ **% Percentage fee for Project Art Manager**

- d. Include a structured process of how the artist will get paid.

# **MATERIALS CONSERVATION**

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**RFP 2019-27 - Public Art Management**

## **TECHNICAL PROPOSAL**

Prepared by:

Materials Conservation Co, LLC  
Julia Guerrero, Public Art Project Manager  
1625 N. Howard Street  
Philadelphia, PA 19122

(215) 763-8090  
[jguerrero@mccollab.com](mailto:jguerrero@mccollab.com)

October 15, 2019

## **Tab A. ABILITY TO MEET RFP REQUIREMENTS**

# MATERIALS CONSERVATION

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# **MATERIALS CONSERVATION**

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**October 15, 2019**

**Purchasing Agent  
City of Allentown  
Purchasing Office  
435 Hamilton Street  
Allentown, PA 18101-1699**

**Dear Purchasing Agent,**

**Materials Conservation is delighted to present this proposal for Public Art Program Manager to the City of Allentown. We understand that the Public Art Program Manager will work with departments and entities representing the City of Allentown - including the Community and Economic Development Department, the Allentown Art Commission and the Public Art Committee – to plan, advertise, implement and oversee the installation of new works of public art around the city. This is a terrific opportunity and we would be pleased to work with the City of Allentown to continue to grow your already established public art collection by commissioning new works of art that are memorable, engaging, impactful, and at a high artistic standard.**

**We are a Philadelphia-based firm that has done extensive work across the commonwealth including a great deal of work in the Lehigh Valley with Lehigh University and the Harry C. Trexler Trust. While Materials Conservation has traditionally been a conservation firm we have recently brought on an experienced public art administrator in an effort to expand our professional offerings. Now we proudly offer public art services across the full spectrum, from planning to commissioning, from fabrication to installation, and conservation to collection management. We have extensive experience working with cities, foundations, universities, religious institutions, museums, galleries and community groups and organizations.**

**Public art can do many things: it can bring people together, it can act as a marker of a public space, a reflection of a community at a particular point in time, it can invite people down a street where they have never travelled before, and it can become synonymous with a city. A great fact about Philadelphia is that Robert Indiana's LOVE sculpture is located in a park that almost everyone refers to as LOVE Park, even though the park's actual name is John F.**

Kennedy Plaza. The presence of the LOVE sculpture is so strong that the identity of the art has overtaken the actual name of the space and transformed it in the hearts and minds of the people of Philadelphia. We hope that we can work with the City of Allentown to commission new works of public art that represents your wonderful city and create something truly memorable and transformative together.

We hope to be able to further discuss this exciting opportunity with you.

Sincerely,

A handwritten signature in blue ink that reads "Julia Guerrero". The signature is written in a cursive, flowing style.

Julia Guerrero  
Public Art Project Manager

# **MATERIALS CONSERVATION**

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## **ATTACHMENT PAPERWORK**

<b>SIGNATURE PAGE</b>	<b>CITY OF ALLENTOWN PURCHASING OFFICE 435 HAMILTON STREET ALLENTOWN, PA 18101</b>	<b>RFP NO. 2019-27</b>	<b>PAGE A</b>
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To: The City of Allentown, Pennsylvania

**Public Art and Activation Project Management**

The Undersigned, having examined the Specifications, Standard Requirements and all other documents and being familiar with the various conditions under which these services and/or supplies are to be used, agrees to all terms and conditions set forth in the bid and to furnish all labor, material, tools, equipment and services to furnish the requirements called for in the bid, for the prices stated.

The Undersigned hereby certifies that this response is genuine and not fraudulent or made in the interest of or on behalf of any person, firm, or corporation, not herein named, and that the undersigned has not, directly or indirectly, induced or solicited any Bidder to submit a false or fraudulent bid or prohibited any other person, firm or corporation from bidding and that the undersigned has not, in any manner, sought by collusion to secure for himself any advantage over any Bidder.

A signed Bid/quote submitted to the City obligates the bidder to all terms and conditions stated within the bid/quote document.

Company Name Materials Conservation Co., LLC  
Address 1625 N. Howard Street  
Philadelphia, PA 19122  
Signature  Printed Name John Carr  
Title Principal Conservator  
Email jcarr@mccollab.com  
Phone 215-763-8090 P.O Email \_\_\_\_\_

**TRADING AND DOING BUSINESS AS (Check One)**

☐ Individual

☐ Partnership

☒ Corporation

Federal I.D.# 203598744 or Social Security # \_\_\_\_\_

Addendum #1 \_\_\_\_\_ (date)

Addendum #2 \_\_\_\_\_ (date)

Addendum #3 \_\_\_\_\_ (date)

(Seal)



**EXCEPTIONS**

The respondent must list below all exceptions, additional information, costs, clarifications, comments, etc. (if applicable). Items indicated may be considered but acceptance is not guaranteed. This sheet must be included with respondent's proposal.

It is our understanding that your intention is for the consultant to receive 20% of the art project budget at the start of the project and 80% at final completion. If this understanding is correct we would have reservations about this structure since it would require a significant financial outlay from the Project Art Manager, especially if a project were to have high costs for material or artist labor. This is supported by the public art best practices established by the Public Art Network from the Americans for the Arts, which encourages funders to establish a project payment schedule that should meet the cash flow needs of the artwork schedule of deliverables. In light of this we feel as though the best approach would be to structure the payments so that a greater amount is distributed at the beginning of the project, with one or two progress payments, and a final payment at the completion of the project. We would want to ensure that artists, their fabricators and suppliers are paid in a way that meets best public art practices and maintains good will surrounding the project.

Respondents Company Name: Materials Conservation Co.

Authorized Signature: 



**Request for Taxpayer  
Identification Number and Certification**

**Give Form to the  
requester. Do not  
send to the IRS.**

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
**Material Conservation Collaborative**

2 Business name/disregarded entity name, if different from above  
**Materials Conservation Co., LLC**

3 Check appropriate box for federal tax classification; check only one of the following seven boxes:  
☐ Individual/sole proprietor or single-member LLC  
☒ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) **S**  
☐ C Corporation  
☐ S Corporation  
☐ Partnership  
☐ Trust/estate  
☐ Other (see instructions) **P**  
Note: For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  
Exempt payee code (if any) \_\_\_\_\_  
Exemption from FATCA reporting code (if any) \_\_\_\_\_  
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)  
**1625 N. Howard Street**

6 City, state, and ZIP code  
**Philadelphia, PA 19122**

7 List account number(s) here (optional)

Requester's name and address (optional)

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note: If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

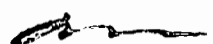
Social security number  
[ ] [ ] [ ] - [ ] [ ] [ ] - [ ] [ ] [ ]  
or  
Employer identification number  
[ 2 ] [ 0 ] - [ 3 ] [ 5 ] [ 9 ] [ 8 ] [ 7 ] [ 4 ] [ 4 ]

**Part II Certification**

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

**Sign Here** Signature of U.S. person  Date **Feb 13 2018**

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.  
**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/w9](http://www.irs.gov/w9).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (cancelled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filed-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

# **MATERIALS CONSERVATION**

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## **Tab B. PRIOR EXPERIENCE / TEAM MEMBER QUALIFICATIONS**

# MATERIALS CONSERVATION

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## Organization Description

Materials Conservation Co LLC (MC) provides professional public art and conservation services for clients in the Philadelphia region and throughout North America. Founded in 2006, the firm has contracted with numerous government agencies, university campuses and private collections to address the unique needs of works of art in public space, historic architecture and heritage objects. And as trusted stewards of our material culture, our conservators have treated both monumental public sculptures and installations in private gardens.

In 2019 the scope of Materials Conservation's work expanded so that it now includes all aspects of the world of public art, including public art planning, the public art commissioning process, and fabrication services. MC is now a one stop shop for artists, developers and municipalities looking to expand their public art offerings. This gives commissioning entities the ease of having a single point of contact for commissioning public art, as well as the peace of mind in knowing that their new works of art have been vetted by professional art conservators so that the art can always look as great as it does when it is first installed.

We take great pride in our ability to design and implement creative and appropriate responses to conservation issues in various contexts, from masonry and stone to wood and metals. With years of experience in the field, our staff of 20 is a versatile group of conservators and craftspeople. Our unique work requires a multi-disciplinary team with a wide range of expertise and practical training, so MC conservators work alongside talented artists and technicians who share their values of innovation, collaboration and excellence. Given the longevity of most employees' tenure here, we've developed tight-knit teams that work together seamlessly to complete projects that consistently win preservation awards for excellence.



# MATERIALS CONSERVATION

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## Team Organization and Staff Experience

The management of this project and the majority of the effort that it requires will be provided by Julia Guerrero and John Carr.

**Julia Guerrero** will be the primary point of contact for the project and will oversee all aspects of the project. Julia is an experienced public art professional with over a decade of experience managing public art projects in her former role as the Director of the Philadelphia Redevelopment Authority's (PRA) Percent for Art Program. In that role she was responsible for all aspects of the public art commissioning process for over two dozen public art projects, with budgets ranging from \$7,000 to \$2,750,000. Julia is equally comfortable working with artists, developers, City officials, city approval boards and community members. Prior to joining the PRA Julia practiced architecture in downtown Philadelphia. Her lead client was Goldman Properties and her work focused on the revitalization of Midtown Village's 13<sup>th</sup> Street corridor, which is now a lively home of restaurants, galleries, boutiques and offices.

**John Carr**, Principal Conservator at Materials Conservation, will help oversee the art commissioning process, outreach and engagement, the technical review of proposed projects to ensure their longevity, and support during fabrication and installation. He has been working in the field of architectural conservation since 1990. As the Principal Conservator of Materials Conservation Co., LLC, he is responsible for overseeing the management and strategic planning of the firm's diverse spectrum of conservation projects as well as the marketing and promotion of the firm. Prior to founding Materials Conservation in 2006, John served as the Senior Architectural Conservator for John Milner Architects, Inc., as Executive Director of the Fairmount Park Historic Preservation Trust. He serves on the Board of the Preservation Alliance for Greater Philadelphia, and PennDesign. John is a Professional Associate with the American Institute for Conservation of Historic and Artistic Works (AIC) and is a Professional Member of the Canadian Association of Heritage Professionals (CAHP).

Resumes for both begin on the following page.

# MATERIALS CONSERVATION

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## JULIA GUERRERO PUBLIC ART PROJECT MANAGER

JULIA GUERRERO has been working in the field of public art since 2008. As a project manager for Materials Conservation Co., LLC, she is responsible for growing the firm's commissioning initiatives and working with clients on a spectrum of public art projects.

### EDUCATION

*The Cooper Union for the Advancement of Science and Art, Bachelor of Architecture, 2003*

### EMPLOYMENT

- Public Art Project Manager, *Materials Conservation Co., LLC, Philadelphia, PA, 2019-present*
- Director of the Percent for Art Program and Advisory Board of Design, *Philadelphia Redevelopment Authority, Philadelphia, PA, 2008-2019*
- Architectural Staff, *Tsironakakis & Associates Architects, Philadelphia, PA, 2003-2008*

### TEACHING

Assistant Adjunct Professor – *School of Architecture at Tyler School of Art at Temple University, 2005-2008*  
3<sup>rd</sup> Year Studios on Architectural Urbanism and 5<sup>th</sup> Year Architectural Thesis Studios

### REPRESENTATIVE PUBLIC ART INITIATIVES

- *Knight Arts Grant from the John S. and James L. Knight Foundation, 2018*  
Wrote and won a \$250,000 award from the Knight Foundation to commission a series of public art projects across two Philadelphia neighborhoods.
- *Percent for Art Program Policy, 2012*  
Researched and re-wrote the Philadelphia Redevelopment Authority's Percent for Art Program policy, paving the way for commissioning off-site and temporary works of art through the existing Percent for Art model.
- *The Fund for Art and Civic Engagement (FACE), 2013-2014*  
Conceived of and oversaw all aspects of a grant-making program through the Percent for Art Program that worked with local artists to commission temporary works of art on Philadelphia Redevelopment Authority-owned land.

### REPRESENTATIVE PUBLIC ART PROJECTS

- *Generative Luminance*, by Soo Sunny Park, Philadelphia, PA, 2014  
An interior mobile made of wire mesh and small dichroic glass pieces in a lobby of a medical center. Commissioned by Wexford Technology and the University City Science Center
- *Light Matrix*, by Leo Villareal, Philadelphia, PA 2015  
A canopy of LED light integrated into the building entryway, programmed to display an ever-changing pattern. Commissioned by the Southern Land Company
- *Weather Dogs*, by Peter Morgan, Philadelphia, PA 2016  
A series of animal-shaped copper weathervanes and custom cupolas. Commissioned by Philly Pet Hotel and Villas
- *Lightplay*, by Mags Harries and Lajos Heder (Harries Heder Collaborative), Philadelphia, PA, 2016  
A canopy of dichroic glass and façade elements at Broad & South Streets. Commissioned by Dranoff Properties
- *American Street Mural*, by Alloyus McIlwaine, Philadelphia, PA, 2018  
A mural Commissioned by JDT International

# MATERIALS CONSERVATION

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## JOHN CARR, AIC-PA PRINCIPAL CONSERVATOR

JOHN CARR has been working in the field of architectural conservation since 1990. As the Principal Conservator of Materials Conservation Co., LLC, he is responsible for overseeing the management and strategic planning of the firm's diverse spectrum of conservation projects as well as the marketing and promotion of the firm. Prior to founding Materials Conservation in 2006, John served as the Senior Architectural Conservator for John Milner Architects, Inc., as Executive Director of the Fairmount Park Historic Preservation Trust, and architectural conservator at Spencer Higgins Architect in Toronto.

### EDUCATION

- *University of Pennsylvania*, Graduate Program in Historic Preservation, Advanced Certificate, 1995
- *University of Pennsylvania*, Graduate Program in Historic Preservation, Master of Science Degree, 1994
- *International Center for the Conservation and Preservation of Cultural Property (ICCROM)*, Rome, Italy, Stone Conservation Course 1991
- *Queen's University at Kingston*, Bachelor of Arts (Honours), 1988

### PROFESSIONAL AFFILIATIONS

- *AIC - American Institute for the Conservation of Historic and Artistic Works*, Professional Associate
- *General Services Administration*, National Register of Peer Professionals, 2010-present
- *The Preservation Alliance for Greater Philadelphia*, Board of Directors, 2008-present; Vice President, 2014-present
- *University of Pennsylvania*, PennDesign Alumni, Board of Directors, 2001-2011
- *The Friends of Lemon Hill*, Board of Directors, 1999-present
- *CAHP - Canadian Association of Heritage Professionals*, Professional Member, 2015-present

### REPRESENTATIVE CONSERVATION PROJECTS

- *LOVE Sculpture*, Philadelphia, PA  
Relocation, repainting and conservation. Oversight of fabrication of new base. Working with City conservation committee for approval for conservation effort and planning.
- *Conservation and Maintenance Guidelines for Public Art for Delaware River Waterfront Corp*, Philadelphia, PA  
Created a series of guidelines for waterfront public art commissioning conservation and maintenance.
- *Air Canada Center*, Toronto, Ontario, Canada  
Condition assessment, treatment recommendations, and develop an implementation plan for the Louis Temporel Bas-Relief Sculptures. Implementation of conservation is ongoing.
- *Yale University, Public Art*, New Haven, CT  
Annual conservation maintenance of the Yale Public Art Collection.
- *Yale University, Beinecke Rare Book Library, Sunken Court*, New Haven, CT  
Documentation, specification preparation and project consultation for the removal and reinstallation of the Isamu Noguchi marble sculpture garden.
- *Fountain of the Seahorses*, Philadelphia, PA  
Disassembly, and conservation of historic travertine fountain, including photographic documentation, cleaning, and patching, and reassembly on site.
- *Monticello*, West Portico Columns, Charlottesville, VA  
Conservation of Thomas Jefferson's home. Conducted historic research, scientific analysis, and removed overpaint from portico columns. The sensitive methodology successfully left original material unharmed.
- *The New York Public Library*, Humanities and Social Science Facade Restoration, New York, NY  
Conservation of Library Exterior Statuary. Designed and implemented cleaning, stabilization, and reintegration treatments of sculptures by Barnard, Bartlett, and MacMonnies. Resculpted missing figurative elements.
- *The University of Virginia*, Pavilion II and V, Marble Column Capital Cleaning Project, Charlottesville, VA  
Documentation, materials analysis, laser cleaning of marble column capitals to remove atmospheric soiling.



# MATERIALS CONSERVATION

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## **Project Experience – General Overview**

Following is an in-depth look at the unique skill set that we offer. Our wide-ranging experience allows us to complete successful projects on time and on budget. The description of our three management projects begins on the following page.

Materials Conservation brings a wide range of experience to each of our projects. During over a decade at the Philadelphia Redevelopment Authority's Percent for Art Program Julia Guerrero worked on over two dozen public art projects. These projects include permanent, semi-permanent and temporary commissions, as well as murals, artist-designed architectural elements, digital art and community-based art. She has demonstrated experience in managing all aspects of public art projects including:

- Identifying locations for the art with project developers, architects, landscape architects and tenants. Coordinating community meetings to get feedback on project concepts. Working with land in private and public ownership;
- Creating transparent public art selection processes;
- Writing and distributing effective calls for artists (artist RFQs and RFPs) that yield responses from a wide range of qualified artists ranging from local to international and everywhere in between;
- Coordinating and conducting art site visits. Managing RFIs from artists and sharing information with all parties;
- Soliciting artist proposals and advising artists in order to achieve the best possible proposals;
- Making presentations to municipal boards for required approvals. Working with city planners and other municipal entities to make sure that art projects receive proper approvals. Securing approvals for sites;
- Advising on artist contracts and payment benchmarks. Studio visits to review in-progress work when necessary;
- Monitoring project budgets, payment requests and project status;
- Working with selected artists through project completion;
- Planning dedications and writing press releases.

Materials Conservation offers a wide range of services related to existing works of art, including:

- Public Art Collection Planning: MC has experience working with institutions to

# MATERIALS CONSERVATION

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analyze their collections and make recommendations on critical issues for any public art collection, including on-site re-siting, off-site relocation, and the complicated question of decommissioning. Recent MC projects that offered a wide array of conservation and planning services include Robert Indiana's LOVE and AMOR sculptures in Center City Philadelphia.

- **Public Art Collection Management:** MC works with owners of public art collections to conduct condition assessments for works of public art. An effective assessment of the condition of an object involves investigation of its specific materials, the dynamics of its situation in the environment, the impact of past interventions and the particular deterioration mechanisms that may be at work. These assessments are used to understand short and long term conservation needs and to provide a benchmark to understanding the condition of a piece at a particular time. MC also provides 'on-call' services for organizations, including the City of Philadelphia, to quickly respond to damage to works of art, including graffiti.
- **Documentation:** Materials Conservation provides documentation services that include statements of significance, historic structure reports, measured and digital drawings, film and digital photography, geographic information systems mapping, recommendations, and completion reports.
- **Treatment Implementation:** Materials Conservation constantly strives to identify and implement treatments that are both effective and conservative, so that maximum respect is afforded to the original works created by artists and craftsmen. Conservation treatment varies with the specific objects and their constituent materials.

# MATERIALS CONSERVATION

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## **Project Experience:**

### **'LightPlay' by Mags Harries and Lajos Heder 2016**

The development company Dranoff Properties was required to commission a permanent new work of public art for Southstar Lofts, a mixed-use development at Broad & South Streets. Dranoff Properties wanted a lively and colorful work of art to reflect the fact that the building is situated on Broad Street, also known as the Avenue of the Arts, and South Street, a corridor long-associated with creativity and the excitement of city living.

Julia Guerrero worked with Dranoff Properties and their architect to identify a few potential locations on the building for the art. She wrote and created the graphics for the call for artists (RFQ) for the project, worked with Dranoff Properties and city entities to review and refine the document, and distributed it nationally. She managed the 200+ artist applications and oversaw the threshold review of applicants. For this project the artists were required to create proposals, due to the size of the project budget. Julia managed the entire artist proposal process, including site visits for shortlisted artists, responding to requests for information from artists, and running the artist proposal presentations for Dranoff Properties and the Philadelphia Redevelopment Authority's Public Art Steering Committee. Once the artist was selected she presented the project for other approvals, including Philadelphia's Art Commission, SEPTA and the Center City District. She monitored the artists' progress during fabrication in order to ensure that benchmarks were met, reviewed requests for payment from the artists, and acted as the financial escrow agent for the project.

The winning proposal was by the Cambridge-based artists Mags Harries and Lajos Heder. It consists of a series of angled sheets of dichroic glass supported by painted steel frames. Throughout the day the dichroic glass appears to change in color and intensity while casting colored light on the building façade and sidewalk below to create an ever-changing 'Lightplay.'

*Commissioned while Julia Guerrero was the Director of the Percent for Art Program at the Philadelphia Redevelopment Authority*

# MATERIALS CONSERVATION

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## **Project Experience:**

### **'American Street Mural' by Alloyius McIlwaine 2018**

JDT International was developing multiple smaller-scale developments around Philadelphia that triggered the Percent for Art requirement. Julia worked with JDT to create a plan for how to distribute their art dollars in a way that would align with the company's focus on community development and empowerment. Julia recommended pooling the contributions in order to commission one large project and one smaller one, instead of several small scale ones. Doing so let the developer put the most focus and funds towards the development with the most public space, creating opportunities for emerging artists to get the experience of working on a Percent for Art commission.

The selected artist, Alloyius McIlwaine, had created several mural installations primarily in indoor locations, but at the time he had only very limited experience working on exterior walls. It was important to the developer and the Redevelopment Authority that the work of art be as permanent as possible, and there were lots of questions about how to ensure the longevity of the piece while still maintaining the artist's signature style. Julia reached out to the material manufacturer to better understand the material's surface quality and any special considerations that they should keep in mind. She also utilized her contacts at Philadelphia's Mural Arts Program (MAP) to bring MAP on as a consultant for the artist. They conducted an analysis of the artist's materials and made recommendations regarding his paint selection, priming technique and surface preparation.

By utilizing her architectural background and long standing contacts among public art administrators, Julia was able to help an emerging artist create a work of art with longevity, while still being true to his wonderful creative style.

*Commissioned while Julia Guerrero was the Director of the Percent for Art Program at the Philadelphia Redevelopment Authority*

# MATERIALS CONSERVATION

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## **Project Experience:**

### **'Conservation and Maintenance Guidelines of Public Art' by Materials Conservation Co. 2018**

Materials Conservation was invited by the Delaware River Waterfront Corporation to create a series of guidelines for public art conservation and maintenance for its Delaware River Waterfront Arts Program.

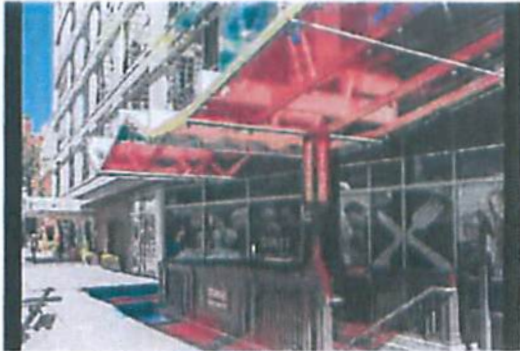
The guidelines take into consideration the roles of the artist and the Delaware River Waterfront Arts program in developing, installing, and maintaining artwork installed along the Delaware River waterfront. The guidelines are intended to provide direction and information as program staff and curators work with each artist to ensure that new pieces are durable and well-suited to the waterfront's specific environmental conditions while being easy to maintain in a cost-effective manner.

Topics detailed in the guidelines include considerations related to site conditions, materials, artist statements, fabrication and the Visual Artist Rights Act (VARA). The guidelines clearly outline the best practices for commissioning art so that any administrator can easily understand the important considerations relating to commissioning artwork at this important and highly visible location.

# MATERIALS CONSERVATION

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**Documented Experience:  
'LightPlay' by Mags Harries and Lajos Heder  
2016**



**A permanent work of art located at Broad & South Street, Philadelphia  
Dichroic glass, painted steel**

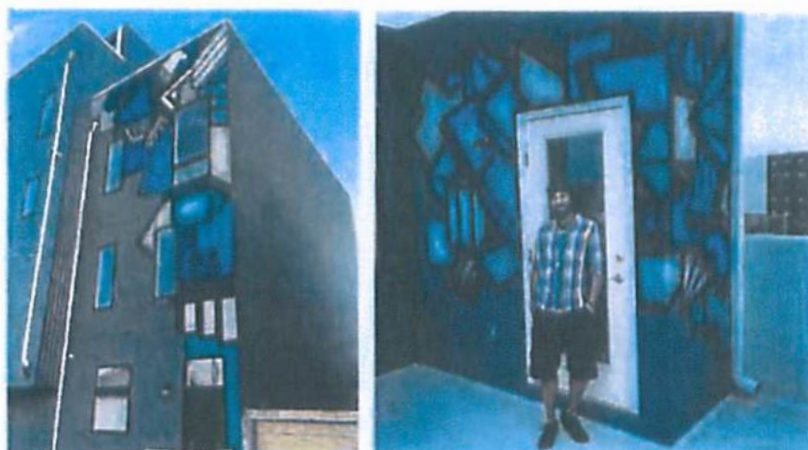
*Images via [www.harriesheder.com](http://www.harriesheder.com)*



# MATERIALS CONSERVATION

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**Documented Experience:**  
**'American Street Mural' by Alloyius McIlwaine**  
**2018**



**A permanent mural at American Street Lofts in Philadelphia, 2018**

*Images via [www.alloyiucmclwaineart.com](http://www.alloyiucmclwaineart.com)*



# MATERIALS CONSERVATION

## Documented Experience: 'Conservation and Maintenance Guidelines of Public Art' by Materials Conservation Co. 2018

A selection of images from the public art guidelines created by Materials Conservation Co. for the Delaware River Waterfront Corporation's public art program along the Delaware River in Philadelphia

### APPENDIX V CONSERVATION AND MAINTENANCE GUIDELINES FOR PUBLIC ART

Materials Conservation Co. LLC is an architectural and outdoor objects conservation consulting firm located in Philadelphia. Founded in 2006, the firm has contracted with numerous government agencies, university campuses and private collectors to develop and implement conservation guidelines and operations for the care of public art collections. MCC has worked on each phase of the public art lifecycle from working with sculptors/artists in the planning and materials selection process at the beginning of the commission process, to working with curators and administrators at the documentation stage and removal of sculptures and installations.

The following guidelines provide conservation and maintenance recommendations for public art to persons on the collection team involved by DRWC's Delaware River Waterfront Arts Program. This guidelines take into consideration the roles of the artist and the Delaware River Waterfront Arts Program in developing, installing, and maintaining artwork installed along the Delaware River waterfront. The guidelines are intended to provide direction and information to program staff and curators must work with each artist to ensure that new pieces are durable and well suited to the waterfront's specific environmental conditions. And, additionally, that pieces are properly maintained and easily accessible.



Conservation team with artist Richard Long at initial assembly piece in public collection 2017



Artists' records and other documents should be considered before the piece is moved or altered



Foundation of the work is placed on pre-determined site of the artist



Robert Rauschenberg's 1970 sculpture during restoration, with each step fully documented and recorded

# MATERIALS CONSERVATION

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## **Sub-Consultants**

The management of this project and the majority of the effort that it requires will be provided by Julia Guerrero and John Carr. The services of a sub-consultant is not anticipated. However, the support of Materials Conservation's staff of graphic designers, expert conservators and craftspeople will be available if there is a need for their services.

# **MATERIALS CONSERVATION**

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## **Tab C. PROJECT SELECTION**

# MATERIALS CONSERVATION

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## NARRATIVE

We believe that transparency and open communication are critical components of any successful public art project. Since public art occupies our public space we always want to ensure that the process that leads to its creation is as broadly accessible and easily understandable as possible. As far as artist selection goes, the most important and effective way to ensure transparency is to conduct each commissioning process as an 'open call' to artists (an RFP or RFQ, depending on the budget size). We would circulate opportunities broadly to garner interest from as wide a range of qualified artists as possible. We are well-versed in using this open approach to invite participation from our local artists as well and non-local ones.

Each project will have a marketing strategy tailored to it based on project budget and the nature of the commission. For a project with a modest budget it is often best to focus on local artists. This helps to keep costs down by eliminating the need to pay for artist travel expenses. Additionally, a local artist is more likely to have local fabricators and suppliers, which represents another cost savings in the form of reduced shipping costs for materials and artworks. In cases where there is a larger budget we can look to both local artists and artists from further afield. Our outreach to non-local artists would utilize strategies we've effectively employed in the past: posting to a mix of artist opportunity websites and listservs, and reaching out to our professional network of artists and arts administrators. Whether reaching out to local or regional, national and international artists, we have the experience and connections to implement a successful artist outreach process.

In terms of transparency and engagement of local artists, we feel that it is critical that artists who are a part of Allentown's vibrant art community know about this effort and feel engaged in meaningful ways. For example, we would not want to go into the project with any assumptions about who local artists are and where their talents lie. Instead we would like to get to know artists through a combination of approaches, including social media, direct print and digital outreach to arts organizations/art programs/artist maker spaces/artist studios, and existing local artist mailing lists.

To ensure transparency in pricing we will be clear from the beginning of the project about the art budget and how it must be broken down. One way to do that is for the open call to include a preliminary budget breakdown, noting a fixed 'not to exceed' value for the artist design development, and a separate fixed number 'not to exceed' value for implementation. The budget would also outline which fees may or may not be counted toward the project budget. Artists responding to RFPs will be required to submit a project budget, and artists responding to RFQs will be required to provide written acknowledgement of their ability to work within budget parameters. We find that being up front about these items significantly helps to keep projects on budget and to avoid unexpected cost overruns.

# MATERIALS CONSERVATION

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But for us, transparency doesn't end with the artist selection process, but extends to other project stakeholders as well. The type and scale of this outreach would be calibrated to respond to each project budget, some initial ideas for engaging a broad array of stakeholders in the project to ensure transparency and build support and enthusiasm for the project could include:

**Allentown Civic Leaders:** We would also like to meet with representatives from Allentown's Planning Department, Art Commission, Public Art Committee and other municipal stakeholders to understand your vision and expectation for the works of art. We would ensure transparency between organizations through regular communication.

**Allentown Arts Leaders:** Even though we are not based in Allentown it is important that the Allentown arts community gets to know us, so that when we do get to commission a work of art people don't feel as though it is 'parachuted in', but that instead it evolves as part of the other work already happening in your city. If we were selected for the project we'd like to convene an informal meeting of members of the Allentown arts community so we can meet the artists and makers to learn about their work and to understand where their energies are focused so we can identify areas where our efforts might intersect.

**Community Members:** It is important that community members are aware that this project is happening, and we would invite them to be involved in ways that are structured, meaningful and that don't involve an overly significant time commitment from them. It would be great if at the beginning of the project we create a way for residents to share their thoughts on the type of art they'd like to see. We can take their thoughts and fold trending topics into the call for artists so that the artists benefit from community feedback from the start. We would want to think about the idea of the Allentown community broadly: young people, families, the elderly, students, workers who don't live in the city but spend the working day there, etc.

# MATERIALS CONSERVATION

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## Marketing Strategies

Before we start on any project we would want to meet with project stakeholders to establish project objectives, budget, location considerations and timing. We would use that information to determine whether the artist opportunity should be marketed locally, regionally/nationally, or a combination of both.

Below we have outlined some of the approaches we might take to market a project to local and non-local artists. The plan for each project would depend on the project budget and project parameters outlined by project stakeholders.

### Local Artists

To identify local artists we will leverage the contacts that we make in the Allentown arts community, which we would consider broadly to include schools with art programs, arts organizations, museums, galleries, etc. We could reach out to as many groups as we could identify, from the Allentown Art Museum to the Baum School of Art to the Alternative Gallery. We could ask them for their assistance to share our artist opportunities through their mailing list.

We could use social media and project hashtag, and/or build off any social media and mailing lists already maintained by the City of Allentown to target opportunities electronically to the local arts community. We could create a project Facebook page which would widely share information about the art projects and give artists and the public an easily accessible way to see what is going on with the projects and what opportunities may be available for them to get involved.

We could also take a low-tech approach and reach out directly to artists via printed fliers announcing artist opportunities that could be placed in galleries, coffee shops or other visible public locations. Most of this approach would depend on the budget, but we could tailor some opportunities to emerging artists or to more established artists. Even doing something as simple as creating a mailing list or artist registry would create an opportunity for artists to be a part of the process, as well as leaving a resource behind for Allentown's future public art efforts.

### Non-Local Artists

We have a great deal of experience reaching out to artists regionally and nationally. Each project will require a unique approach but we have found that a combination of artist outreach through art opportunity websites, listservs and personal networks will yield a varied and qualified pool of artists.

We have had success with websites such as *Wooloo.org* and *califoreentry.org*, where we can post opportunities for artists, which can be accessed free of charge. We have also

# MATERIALS CONSERVATION

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made use of the *Public Art Network (PAN)*, a professional networking organization through Americans for the Arts for public artists and public art administrators. PAN also operates an email listserv with a daily digest of opportunities that is sent to thousands of subscribers.

Additionally, we have built up a large network of qualified artists, curators and public art administrators with whom we could share calls for artists.

Finally, in cases where we know the medium that a project will likely take we could reach out to people or organizations working in that field to announce opportunities. For example, if we know that a work of art will take the form of a fence we might reach out to regional blacksmiths to ask them to share the opportunity with artists in their network. The impact of word of mouth and professional networks cannot be understated when it comes to public art.



# MATERIALS CONSERVATION

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## Research

Public art can do many things for a city: provide a moment of beauty or levity, to mark a space for community members to gather, to be a gateway, to be a place marker for vibrant spaces, and more. Looking at it through this broad lens it becomes readily apparent that great locations for public art abound in Allentown, on both public and private land.

But a good public art project cannot be planned in a silo, so if we were to take the City of Allentown as a city-wide opportunity for adding public art the first thing that we'd want to do is to talk to Allentown's stakeholders, especially the Mayor, the Allentown Arts Commission, the Public Art Committee, and Allentown's Community Planners. We'd want to discuss the areas where they feel that an infusion of public art would make the greatest impact in Allentown.

We believe that public art should be city-wide and so we would be interested in a series of commissions around Allentown, so that art gets distributed both through the downtown core and into public spaces within more residential areas. A few preliminary ideas could be:

- An interactive public art installation that is part of the Valania Park improvements.
- A painted surface piece for the Jordan Park skatepark.
- A temporary sculptural installation at Arts Park.
- An environmental work of art at Trexler Park.
- A mural along a blank façade to enliven the streetscape.
- A light-based installation that could be scheduled to align with cultural events in the city.
- A series of high-impact but temporary light post banners that can be created by an artist through community workshops.

# **MATERIALS CONSERVATION**

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## **Tab D. REFERENCES**

# MATERIALS CONSERVATION

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*Note that references are for either Julia Guerrero or John Carr/Materials Conservation.*

## **Margot Berg**

*Public Art Director for the City of Philadelphia's Office of Arts, Culture and the Creative Economy*

Margot Berg served on the Philadelphia Redevelopment Authority's Public Art Committee where she worked with Julia Guerrero while she was the Director of the Percent for Art Program. Margot also worked with John Carr and Materials Conservation on the conservation and management of significant works of public art across Philadelphia.

Office: 215-686-4596

Email: [margot.berg@phila.gov](mailto:margot.berg@phila.gov)

## **Josh Weingram**

*Vice President of Development at Liberty Property Trust*

Josh Weingram worked with Julia Guerrero on 'Light Play' during his tenure at Dranoff Properties.

Office: 267-446-4145

Email: [jweingram@libertyproperty.com](mailto:jweingram@libertyproperty.com)

## **Maggie McInnis, AIA**

*Senior Planner/Architect at Yale University*

Maggie McInnis worked with John Carr and Materials Conservation on the conservation of several works of public art on the Yale University campus.

Office: 203-432-9132

Email: [Maggie.mcinnis@yale.edu](mailto:Maggie.mcinnis@yale.edu)

## **Curt Hess**

*Senior Vice President of Real Estate at the University City Science Center*

Curt worked with Julia during her time at the Redevelopment Authority in commissioning three works of public art.

Office: 215-966-6275

Email: [chess@sciencecenter.org](mailto:chess@sciencecenter.org)

## **Laura Griffith**

*The Association for Public Art*

Laura Griffith has worked with Materials Conservation on several public art conservation efforts. She is also a colleague of Julia Guerrero and familiar with her work commissioning public art.

Office: 215-546-7550

Email: [lgriffith@associationforpublicart.org](mailto:lgriffith@associationforpublicart.org)

**RFP 2019-27 - Public Art Management**

# **COST PROPOSAL**

Prepared by:

Materials Conservation Co, LLC  
Julia Guerrero, Public Art Project Manager  
1625 N. Howard Street  
Philadelphia, PA 19122

(215) 763-8090  
[jguerrero@mccollab.com](mailto:jguerrero@mccollab.com)

October 15, 2019

# **MATERIALS CONSERVATION**

## **Tab E. COST PROPOSAL REQUIREMENTS**

**RFP 2019-27 - Public Art Management**

**COST PROPOSAL**

Prepared by:

Materials Conservation Co, LLC  
Julia Guerrero, Public Art Project Manager  
1625 N. Howard Street  
Philadelphia, PA 19122

(215) 763-8090  
[jguerrero@mccollab.com](mailto:jguerrero@mccollab.com)

October 15, 2019

# MATERIALS CONSERVATION

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## Table of Contents

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Cost Proposal Narrative ..... 5

Artist Payment ..... 6



<b>COST PROPOSAL</b>	<b>CITY OF ALLENTOWN PURCHASING OFFICE 435 HAMILTON STREET ALLENTOWN, PA 18101</b>	<b>RFP NO. 2019-27</b>	<b>Attachment A</b>
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The percentage rate shall be inclusive of reimbursable expenses, including but not limited to travel, meals, reproductions, etc.

**Payment –**

**The City will give the Public Arts and Activation Project manager a set budget per project.**

The City of Allentown will pay the successful public art and activation Public Art and Activation Project Manager on a fixed percentage fee. The consultant will receive 20 % of the project up front and 80 % final payment. The City will present the manager with a budget in which the manager receives a fixed fee percentage of the lump sum and the artist receives their percentage of the budget.

- a. The manager will pay the artist and provide the City with confirmation of payment.
- b. Confirmation of payment includes a copy of the check paid to the artist and a confirmation of payment letter signed by the artist. This must be provided to the City 30 days after the final payment is made.
- c. All budgets given to the manager must include materials, paint, lifts, housing fixed paint and supply storage and prep and all other necessary components needed to complete the project.

18%

**% Percentage fee for Project Art Manager**

- d. Include a structured process of how the artist will get paid.

\* Please see the enclosed document for further information \*

# MATERIALS CONSERVATION

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## Cost Proposal Narrative

It is our understanding that your intention is for the consultant to receive 20% of the art project budget at the start of the project and 80% at final completion. If this understanding is correct we would have reservations about this structure since it would require a significant financial outlay from the Project Art Manager, especially if a project were to have high costs for material or artist labor. This is supported by the public art best practices established by the Public Art Network from the Americans for the Arts, which encourages funders to establish a project payment schedule that should meet the cash flow needs of the artwork schedule of deliverables. In light of this we feel as though the best approach would be to structure the payments so that a greater amount is distributed at the beginning of the project, with one or two progress payments, and a final payment at the completion of the project. We would want to ensure that artists, their fabricators and suppliers are paid in a way that meets best public art practices and maintains good will surrounding the project.

We propose an 18% Percentage fee for the Project Art Manager. This fee will ensure that the following will be provided to the City of Allentown:

- A public art process that will authentically draw from feedback from community members. We will ensure that works aren't 'parachuted' in, rather that they grow from structured community input.
- Direct and meaningful outreach to local artists.
- Engagement of a wide variety of artistic voices are heard, both in terms of medium as well as experience level.
- Expertise in representing the views of all parties: artists, private property owners, city officials, and advisory/approval boards.
- Experience with the many complicated aspects of commissioning works of art in the public realm.
- A focus on the details of construction, which will draw directly from our extensive technical expertise in the field of art conservation. We'll ensure that materials are durable and robust enough for the level of maintenance that the City of Allentown can provide.

### Social Impact Statement:

Materials Conservation Co. offers employees a progressive work environment with flexible schedules and daily start/end times for creating appropriate work/life balance. Generous employee benefits and flexibility has meant that the team at Materials Conservation Co is long-standing, making us the experienced leader in our field.

# **MATERIALS CONSERVATION**

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## **Artist Payment**

Materials Conservation acknowledges and is prepared develop a structured process for how the artist will be paid. We will establish a series of payment benchmarks in the contract so that payment terms are clear from the outset. Payments are traditionally due to the artist at the beginning and end of the project, and depending on the budget we may add one or two mid-project benchmarks as well in order to ensure that the project remains on schedule. Careful planning of the project budget and artist payment benchmarks will ensure that the project budget remains under control and will ensure that payments are made only at agreed-upon project milestones.



**Jessica Baraket**  
**Purchasing Agent**  
Purchasing Office  
Department of Finance  
435 Hamilton Street, Room 234  
Allentown, PA 18101  
Office: (610) 437-7624  
Fax: (610) 437-7618  
[Purchasing.agent@allentownpa.gov](mailto:Purchasing.agent@allentownpa.gov)

11/18/2019

Attn: Julia Guerrero  
Materials Conservation  
1625 North Howard Street  
Philadelphia, PA 19122

RE: Notice of Award  
RFP No. 2019- 27 Public Art Project Management


Dear Ms. Guerrero:

Thank you for your company's proposal for Public Art Project Management for the City of Allentown. The City has evaluated the proposals received using the evaluation criteria identified in the RFP. Please consider this communication to be your official notification of the City of Allentown's award for RFP No. 2019-27.

This award is made based on your Technical Proposal, and your Cost Proposal. Please contact the Bureau of Revenue and Audit at 610-437-7506 with any questions on obtaining a valid Business License with the City of Allentown. Any questions regarding the insurance requirements identified in the RFP should be directed to the Risk and Safety Manager for the City of Allentown at 610-437-7620. The City will not execute a contract with a vendor that has not obtained a valid business license (if required) or has failed to provide the required insurance.

All necessary paperwork will be forwarded to the City Solicitor's Office for the preparation of a contract. Do not order any materials or equipment, begin work, or make any other financial commitments concerning this until you are in possession of a signed contract by both parties.

Sincerely,

  
Jessica Baraket  
Purchasing Agent

JB/CP



**CITY OF ALLENTOWN**  
**Request for Approval**

**SUBJECT:** Request for Approval by City Council of Contract Award, Service, or Contract Price Increase Pursuant to City Ordinance, Article 130.16

Project or Contract Reference: C25-000091 -RFP No. 2019-27- Public Art and Activation Project Management

**TO:** City Council, City Clerk, and Council Solicitor

**FROM:** Leonard Lightner, Department Head

**DATE:** November 19, 2019

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On behalf of the Administration, pursuant to City Ordinances, Article 130.16, I request City Council's approval of the following recommendation of the referenced contract award or price increase.

- Check Type of Contract or Change:

X      The contract is for over \$40,000 and required to be competitively bid under the City Code. We have advertised the above referenced project and received qualified bids/proposals. We recommend award of the contract to the bidder/proposer identified and for the reasons stated below.

The recommendation is for a price increase of 10% or more for an existing contract over \$40,000 that was previously bid and awarded under city policies.

The engagement of professional services. We have received and reviewed a proposal or proposals for professional services in connection with above referenced project or requirement for professional services. We recommend award of the engagement.

- Is the contract appropriation or price increase included in this year's budget? X yes      no

- Identify contract funding sources (general fund, grants, loans, etc. & account number):

000-09-0901-0001-46

- The number of any alternate quotes/bids and the names of the alternate bidders, if any.

ArtsQuest- 25 W Third Street, Bethlehem, PA 18015

BlackInk- 5 Keofferarm Road, Old Greenwich, CT 06870  
Cultural Coalition of Allentown-523 N. 7<sup>th</sup> Street, Allentown, PA 18102

- The name and address of the recommended Contractor/Vendor/Professional Service Provider/Lowest Responsible Bidder is:

Materials Conservation Collaborative, LLC, d/b/a Materials Conservation Co., LLC., 1625 N. Howard Street, Philadelphia, PA 19122

- Term of contract or estimated completion date, subject to standard extensions:

The contract term shall commence upon full execution and shall cease one (1) year thereafter.

- Description of project or scope of services to be provided:

The City wishes to contract with a Public Art and Activation Project Management firm, for the purpose of continuing the outdoor enhancements throughout the City and for the creation and display of artistic installations.

- State the actual or estimated price to the City or the proposed Department budget allowance for the initial term; and state payment rate per unit of service if applicable:

The City has budgeted \$100,000.00 for the initial term of the Contract.

The City will pay the Consultant on a fixed percentage fee, therefore the Consultant will receive 40% of the project fee initially; 20% of the project fee when both parties have mutually agreed that the half-way benchmark has been met; and 40% upon completion of the project-final payment.

- Number of renewal term options and duration of each renewal, if any:

Upon mutual written consent, the contract term can be extended for up to three (3) one (1) year renewal terms.

- Maximum dollar value of all renewals provided for beyond the original term as if all renewals were exercised:

n/a

- Reasons for recommendation of Administration and Council approval of contract:

The City wishes to contract with a Public Art and Activation Project Management firm, for the purpose of continuing the outdoor enhancements throughout the City and for the creation and display of artistic installations

- Time Frame



**ASAP**

**Please approve this recommendation by passing the accompanying resolution. A vote of final approval is requested at the first City Council agenda listing of this matter.**

---

**By: Leonard Lightner, Department Head**

**Copies To: Mayor  
Director of Finance  
Purchasing  
Controller**

**Attachment: proposed resolution**



CITY OF ALLENTOWN

No. 29897

RESOLUTION

R110 - 2019

*Introduced by the Administration on December 4, 2019*

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Authorization for Contract with Materials Conservation Collaborative, LLC., d/b/a Materials Conservation Co., LLC. for \$100,000.00 - a Public Art and Activation Project Management firm - to create and manage artistic displays, one-year contract with 3 potential renewal years, 4 bidders.

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***Resolved by the Council of the City of Allentown, That***

WHEREAS, Article 130.16 of the City's Administrative Code requires City Council approval by Resolution for the award of contracts or engagement of professional services.

WHEREAS, it is the desire of the City of Allentown to enter into an agreement/engage the services of the following named contractor/consultant, for the use and purpose indicated in supporting the Recommendation of Award of Bid dated December 4, 2019:

1. Name of Contractor/Consultant: Materials Conservation Collaborative, LLC., d/b/a Materials Conservation Co., LLC.
2. Project or Contract Reference: RFP No. 2019-17- Public Art Management/C25-000091
3. Description of Service(s) to be provided: The City wishes to contract with a Public Art and Activation Project Management firm, for the purpose of continuing the outdoor enhancements throughout the City and for the creation and display of artistic installations

NOW, THEREFORE, BE IT RESOLVED that the Council of the City of Allentown, hereby authorizes the Mayor and/or such other City officials as deemed appropriate by the City Solicitor, to sign and execute a Contract or Amendment and such other agreements and documents as are deemed by the City Solicitor to be necessary and/or related thereto, with the above named contractor/consultant, for the project identified.

	Yea	Nay
Candida Affa		
Julio A. Guridy	X	
Daryl Hendricks	X	
Cynthia Mota	X	
Courtney Robinson		
Ed Zucal	X	
Roger MacLean, Pres.	X	
TOTAL	5	0

***THIS IS TO CERTIFY, That the above copy of Resolution No. 29897 was adopted by the City Council of Allentown on the 4<sup>th</sup> day of December, 2019, and is on file in the City Clerk's Office.***

  
 City Clerk



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/10/19

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.

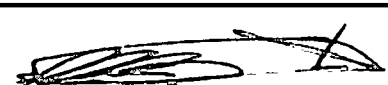
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer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

<b>PRODUCER</b> C H Bennett & Company, Inc. Suite 7 West, 191 Presidential Boulevard Bala Cynwyd, PA 19004		<b>CONTACT NAME:</b> Jon D. Bennett <b>PHONE (A/C No. Ext):</b> 810-771-0900 <b>E-MAIL ADDRESS:</b> jdb@chbennett.com <b>FAX (A/C No.):</b> 810-771-0910	
		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> Penn-Patriot Ins. Co.	<b>NAIC#</b> 10121
		<b>INSURER B:</b> Travelers Casualty Insurance Company of America	<b>19048</b>
		<b>INSURER C:</b> Darwin Select Ins. Co.	<b>24319</b>
		<b>INSURER D:</b> State Workers Insurance Fund	
		<b>INSURER E:</b> AGCS Marine Insurance Company	<b>22837</b>
		<b>INSURER F:</b> National Union Fire Ins. Co.	

<b>COVERAGES</b>	<b>CERTIFICATE NUMBER:</b>	<b>REVISION NUMBER:</b>
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.		

USER LTR	TYPE OF INSURANCE	AUTO LTR	SUBR LTR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	Y	PAV0214783 (P&A: 0307-2704)	10/20/2019 01/15/2019	10/20/2020 01/15/2020	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000						
	MED EXP (Any one person) \$ 10,000						
	PERSONAL & ADV INJURY \$ 1,000,000						
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COM/OP AGG \$ 2,000,000
							\$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	X	Y	BA-9L08766A	10/20/2019	10/20/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	BODILY INJURY (Per person) \$						
	BODILY INJURY (Per accident) \$						
	PROPERTY DAMAGE (Per accident) \$						
							\$
F	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	X	Y	EBU 034236625	10/20/2019	10/20/2020	EACH OCCURRENCE \$ 6,000,000
	AGGREGATE \$ 6,000,000						
	\$						
	\$						
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NJ) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	08280453	11/19/2019	11/19/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER
	E.L. EACH ACCIDENT \$ 1,000,000						
	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000						
	E.L. DISEASE - POLICY LIMIT \$ 1,000,000						
C	Professional Liability			0307-2704 0307-2704 SML93058319	01/15/2019 01/15/2019 04/25/2019	01/15/2020 01/15/2020 04/25/2020	\$1,000,000./Claim \$3,000,000./Aggregate \$500,000. Blkt Limit
E	Conservators Bailies Coverage						

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
The City of Allentown is included as Additional Insured for General, Auto & Excess  
Liability where required by contract with the Named Insured.

<b>CERTIFICATE HOLDER</b> City of Allentown 435 Hamilton Street Allentown, PA 18101	<b>CANCELLATION</b> 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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