



City of Saratoga Springs
Office of Accounts
Risk and Safety Management
474 Broadway
Saratoga Springs, NY 12866

Telephone 518.587.3550
Facsimile 518.693.4070

John P. Franck
Commissioner of Accounts

Marilyn Rivers, CPCU ARM AIC
Director of Risk and Safety
Safety and Compliance Officer

REQUEST FOR QUOTES

The Department of Accounts Office of Risk and Safety is seeking the services of a certified appraisal for the Spirit of Life in Congress Park.

1. Project Location

Spencer Trask Memorial, Congress Park, 25 East Congress St., Saratoga Springs, NY.

2. Project Overview

The City of Saratoga Springs seeks to obtain a certified appraisal for the bronze sculpture by Daniel Chester French entitled *The Spirit of Life* located in Congress Park. Services shall include examination, documentation, and the provision of a certified appraisal that the City will use for insurance purposes for the sculpture. The certified appraisal must be completed by close of business on April 29, 2015.

3. Historical Background:

In 1913, Katrina Trask, philanthropist, Yaddo founder, and Saratoga resident, along with Spencer Trask's business partner George Foster Peabody, commissioned the Memorial to honor her late husband and his efforts to protect and preserve Saratoga's natural springs while further beautifying Congress Park. The Spirit of Life and Spencer Trask Memorial are located in Congress Park, a National Historic Landmark, in the heart of downtown. The work for the Memorial was completed through the artistic collaboration of two significant Americans, sculptor Daniel Chester French and architect Henry Bacon. At the time, French was considered America's foremost sculptor of public monuments and Bacon was highly regarded for his architectural designs of public buildings and monuments in the Beaux Arts style. French and Bacon joined talents on other commissions, most notably the Lincoln Memorial in Washington D.C.

French created the bronze *Spirit of Life* sculpture, the centerpiece of the Memorial, while Bacon designed the architectural surround made of Indiana limestone. New York City-based civil engineer, landscape architect, and urban planner Charles Leavitt, Jr., who was also responsible for the significant changes to the Saratoga Race Course at the turn of the century and the design of many private estates of wealthy New Yorkers, prepared the original landscape design. The Memorial was donated to the City of Saratoga Springs and dedicated on June 26, 1915.

In 1976 art historian Michael Richman wrote that the "Spencer Trask Memorial was a new departure for French. Never had he executed a sculpture of such energetic movement. The flowing drapery, the sweeping wings, and the uplifted arms give this figure, which became known as the *Spirit of Life*, a convincingly dramatic presence. Framed by outstretched arms and the billowing gown at the shoulders, the sprightly portrait of the angel becomes the focus of the viewer's attention." The sculpture is a figure of a winged woman with her hands poised high

above her head. In one hand she holds a pine bough and in the other she holds a shallow bowl from which waters flow. Water also flows from a cleft of the stone plinth.

No documentation has been found regarding the care of the *Spirit of Life* sculpture between its dedication in 1915 and 1983. However, it is evident that during this period the elements took their toll on the sculpture. In 1982, the Department of Public Works of the City of Saratoga Springs initiated a well-intended cleaning of the sculpture, but that effort was stopped when concern was expressed about the nature of the treatment. At that time, the Saratoga Springs Preservation Foundation arranged for Heidi Miksch, a decorative arts conservator with the New York State Office of Parks, Recreation and Historic Preservation, to examine the sculpture and recommend a course of treatment. The Foundation proceeded to raise funds to underwrite the conservation of the sculpture and the restoration of the masonry setting and some elements in the landscape. In 1983, Phoebe Dent Weil, chief conservator at Washington University in St. Louis, was hired to undertake structural repairs, remove surface corrosion, clean, and repatinate the sculpture. At that time, the water system feeding the fountain was re-plumbed, replacing all lines with non-ferrous materials, and a filter was added to the line that feeds the bowl. A water shut off was added and it is presumed that the water lines are turned off each winter and the basin and reflecting pool are drained. As part of her contract, Ms. Weil also recommended cyclical maintenance measures for the City's Department of Public Works.

In anticipation of the Memorial's centennial on June 26, 2015, the City and the Saratoga Springs Preservation Foundation agreed to jointly undertake and fund the Spirit of Life and Spencer Trask Memorial restoration. Two years ago the City issued Requests for Proposal seeking existing condition assessments, archival research, restoration recommendations, and preparation of bid documents for the Memorial's architectural surround and the landscape setting. Masonry work began last summer and will be completed this spring. Landscape work will also be undertaken this year, to restore the Memorial's setting.

The final phase of the project, to be executed this spring, includes the conservation of the Spirit of Life sculpture under the scope of this RFQ. Once again, Heidi Miksch examined the sculpture. Thanks to the thoroughness of the 1983 treatment and periodic maintenance by the City's Department of Public Works, Ms. Miksch found the sculpture, overall, to be in good condition.

4. Current Condition:

The *Spirit of Life* is approximately 8.9 feet in height and stands on a stone plinth within a limestone fountain bowl. As described by Ms. Miksch, the *Spirit of Life* appears to be generally in good condition, with no apparent structural issues identified. The sculpture "has an overall brown tonality and can be described as being dark coppery brown." Miksch noted that the acrylic coating applied in 1983 has failed and that copper-based corrosion has formed on the toes of the figure's left foot and on the hem of the robe. This area is most likely covered in snow in the winter and is exposed to water spray when the fountain is running. Ms. Miksch observed that horizontal and protruding surfaces of the sculpture appear to have lost all of their protective coating and have acquired a light film of copper-based corrosion. She described this film as very thin, nearly translucent, smooth in texture, and tightly adhered. Recessed and protected areas of the sculpture retained their dark brown coloration and are without evidence of any corrosion or surface alteration.

This past fall water flowed freely from beneath the figure's raised foot. However, there is concern that there are times when the water does not flow from the bowl. There are two separate water lines that feed water to the sculpture. The major flow of water emerging from beneath the foot

is fed by substantial PVC piping which enters the back of the stone plinth. A second smaller, but separate PVC pipe line extends to the back of the figure where a small copper pipe line is attached. The copper line passes through the interior of the sculpture to the bowl in the figure's raised left hand.

5. Scope of Services:

This Request for Quotation for a Professional Certified Appraisal is intended to place an insurable value on the *Spirit of Life* has at this time. Services shall include:

- A. A Certified written appraisal that will be used for insurance purposes.
- B. A Photographic Survey of the Spirit of Life and documentation pertaining to its valuation.

6. Attachments:

The following forms provided with this RFQ must be returned with the Proposal.

7. Project Schedule

This contractual relationship shall be awarded on Tuesday, April 7, 2015 and work expected to commence immediately thereafter. The Professional Certified Appraisal must be completed by close of business, Wednesday, April 29, 2015.

This RFQ is valid for sixty (60) days from bid submission deadline. Work must commence within 10 days after issuance of City purchase order and be completed by close of business on April 29, 2015. Exceptions to these terms must be explained and attached as a separate document upon RFQ submission.

Total Lump Sum Quote for Entire Work Scope as Listed

\$5,000⁻

Company Name: *Betty Krulik Fine Art Ltd.*
Address: *50 East 72nd St #2A - NYC, NY 10021*

Phone No. *917-582-1300*

E-Mail Address: *bkrulikfineart@gmail.com*

Authorized Signature:

Printed Name & Title: *Betty Krulik*

Date: *3* *12* *2015*

**PLEASE RETURN QUOTES BY EMAIL TO
Marilyn.Rivers@Saratoga-Springs.org
Or BY FAX TO 518-693-4070
BEFORE 12:00 pm, Thursday, March 26, 2015**

Questions can be directed to:
518-587-3550, ext. 2612

Marilyn Rivers, Director of Risk and Safety
Marilyn.Rivers@Saratoga-Springs.org



Vendor/Supplier Code of Conduct

The City of Saratoga Springs is committed to conduct business in a lawful, ethical and moral manner. The City requires that all vendors/suppliers abide by this Code of Conduct. Failure to comply with this Code may be sufficient cause for the City to exercise its' rights to terminate its' business relationship with vendors/suppliers. Vendors/suppliers agree to provide all information requested which is necessary to demonstrate compliance with this Code.

At a minimum, the City requires that all vendors/suppliers meet the following standards:

- Legal: Vendors/suppliers and their subcontractors agree to comply with all applicable local, state and federal laws, regulations and statutes.
- The City expects vendors/suppliers to respect the City's rules and procedures.
- Wages & Benefits: Vendors/suppliers will set working hours, wages, and NYS statutory benefits and overtime pay in compliance with all applicable laws and regulations. Where applicable, as defined by NYS Labor Law, the vendor/supplier must comply with prevailing wage rates.
- Health & Safety: Vendors/suppliers and their subcontractors shall provide workers with a safe and healthy work environment that complies with local, state and federal health and safety laws.
- Discrimination: No person shall be subject to any discrimination in employment, including hiring, salary, benefits, advancement, discipline, termination or retirement on the basis of gender, race, religion, age, disability, sexual orientation, nationality, political opinion, party affiliation or social ethnic origin.
- Working conditions: Vendors/suppliers must treat all workers with respect and dignity and provide them with a safe and healthy environment.
- Right to organize: Employees of the vendor/supplier should have the right to decide whether they want collective bargaining.
- Subcontractors: Vendors/suppliers shall ensure that subcontractors shall operate in a manner consistent with this Code.
- Protection of the Environment: Vendors/suppliers shall comply with all applicable environmental laws and regulations. Vendors/suppliers shall ensure that the resources and material they use are sustainable, are capable of being recycled and are used effectively and a minimum of waste. Where practicable, vendors/suppliers are to utilize technologies that do not adversely affect the environment and when such impact is unavoidable, to ensure that it is minimized.

Vendor Acknowledgement

The undersigned vendor/supplier hereby acknowledges that it has received the City of Saratoga Springs Vendor/Supplier Code of Conduct and agrees that any and all of its facilities and subcontractors doing business with the City will receive the Code and will abide by each and every term therein.

Vendor/supplier acknowledges that its failure to comply with any condition, requirement, policy or procedure may result in the termination of the business relationship. Vendor/supplier reserves the right to terminate its agreement to abide by the Code of Conduct at any time for any reason upon ninety (90) days prior written notice to the City.

Signature: Betty Krulik Printed name: Betty Krulik
 Title: President Date: 3/12/2015
 Company Name: Betty Krulik Fine Art, Ltd
 Company Address: 50 East 72nd #2A NYC 10021



Waiver of Immunity Clause
Section §139(a) State Finance Law

Upon the refusal by a representative of our firm, when called before a grand jury to testify concerning any transaction or contract with the City of Saratoga Springs, New York, or to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transactions or contracts,

(a) such person, and any firm, partnership or corporation of which he is a member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contracts with any municipal corporation or fire district, or any public department, agency or official thereof, for goods, work or services, for a period of five years after such refusal, and to provide also that

(b) any and all contracts made with any municipal corporation or fire district, or any public department, agency or official thereof, since the effective date of this law, by such person, and by any firm, partnership or corporation of which he is a member, partner, director or officer may be cancelled or terminated by the City without incurring any penalty or damages on account of such cancellation or termination, but any monies owing by the City for goods delivered or work done prior to the cancellation or termination shall be paid.

Non-Collusive Bidding Certification
Section §139(d) State Finance Law

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and, in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his knowledge and belief:

- (1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
- (2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
- (3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition."

A bid shall not be considered for award nor shall any award be made where (1), (2), (3) above have not been complied with; provided however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore.

Signature: Betty Krulik Print Name: Betty Krulik
 Title: President Date: 3/12/2015
 Company: Betty Krulik Fine Art Ltd Address: 50 E 72nd NYC 10021

Subscribed to under penalty of perjury under the laws of the State of New York, this 12 day of March, 2014 as the act and deed of said corporation of partnership.



City of Saratoga Springs' Risk and Safety Agreement

Company Name: *Betty Krulik Fine Art, Ltd*
Company Address: *50 East 72nd Ave 10021*
Company Telephone No.: *917 582 1300* Company Fax No.: *—*
Consultant Primary Contact for This Project: *Betty Krulik* Title: *President*

The City of Saratoga Springs herein requires the following terms and conditions regarding the agreement for the provision of professional services as outlined above:

The Consultant shall procure and maintain during the term of this contract, at the Consultant's expense, the insurance policies listed with limits equal to or greater than the enumerated limits. The Consultant shall be solely responsible for any self-insured retention or deductible losses under each of the required policies. Every required policy, including any required endorsements and any umbrella or excess policy, shall be primary insurance. Insurance carried by the City of Saratoga Springs, its officers, or its employees, if any, shall be excess and not contributory insurance to that provided by the Consultant. Every required coverage type shall be "occurrence basis" with the exception of Professional Errors and Omissions Coverage which may be "claims made" coverage. The Consultant may utilize umbrella/excess liability coverage to achieve the limits required hereunder; such coverage must be at least as broad as the primary coverage (follow form).

The Office of Risk & Safety Management must approve all insurance certificates. The City of Saratoga Springs reserves its right to request certified copies of any policy or endorsement thereto. All insurance shall be provided by insurance carriers licensed & admitted to do business in the State of New York and must be rated "A-:VII" or better by A.M. Best (Current Rate Guide). If the Consultant fails to procure and maintain the required coverage(s) and minimum limits such failure shall constitute a material breach of contract, whereupon the City of Saratoga Springs may exercise any rights it has in law or equity, including but not limited to the following: (1) immediate termination of the contract; (2) withholding any/all payment(s) due under this contract or any other contract it has with the vendor (common law set-off); OR (3) procuring or renewing any required coverage(s) or any extended reporting period thereto and paying any premiums in connection therewith. All monies so paid by the City of Saratoga Springs shall be repaid upon demand, or at the City's option, may be offset against any monies due to the Consultant.

The City of Saratoga Springs requires the Consultant name the City as a Certificate Holder for the following coverage for the work covered by this Agreement:

- **Commercial General Liability** including Completed Products and Operations and Personal Liability Insurance: One Million Dollars per Occurrence with Two Million Dollars Aggregate (**City is also an Additional Insured on a Primary and Non-contributory Basis for this coverage**);
- **Commercial Automobile Insurance**: One Million Dollars Combined Single Limit for Owned, Hired and Non-owned Vehicles
- **Professional Liability Insurance**: One Million per Claims with Two Million Aggregate
- **NYS Statutory Workers Compensation, Employer's Liability and Disability Insurance**

It shall be an affirmative obligation of the Consultant to advise City's Office of Risk and Safety via mail to Office of Risk and Safety, City of Saratoga Springs, 474 Broadway, Saratoga Springs, NY 12866, within two days of the cancellation or substantive change of any insurance policy set out herein, and failure to do so shall be construed to be a breach of this Agreement. The Consultant acknowledges that failure to obtain such insurance on behalf of the municipality constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the City. The Consultant is to provide the City with a Certificate of Insurance naming the City as **Additional Insured on a primary and non-contributory basis prior** to the commencement of any work or use of City facilities. The failure to object to the contents of the Certificate of Insurance or the absence of same shall not be deemed a waiver of any and all rights held by the municipality. In the event the Consultant utilizes a Subcontractor for any portion of the services outlined within the scope of its activities, the Subcontractor shall provide insurance of the same type or types and to the same extent of coverage as that provided by the Consultant. All insurance required of the Subcontractor shall name the City of Saratoga Springs as an **Additional Insured**

on a primary and non-contributory basis for all those activities performed within its contracted activities for the contact as executed.

The Consultant, to the fullest extent provided by law, shall indemnify and save harmless the City of Saratoga Springs, its Agents and Employees (hereinafter referred to as "City"), from and against all claims, damages, losses and expense (including, but not limited to, attorneys' fees), arising out of or resulting from the performance of the work or purchase of the services, sustained by any person or persons, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of property caused by the tortious act or negligent act or omission of Consultant or its employees or anyone for whom the Consultant is legally liable or Subcontractors. Without limiting the generality of the preceding paragraphs, the following shall be included in the indemnity hereunder: any and all such claims, etc., relating to personal injury, death, damage to property, or any actual or alleged violation of any applicable statute, ordinance, administrative order, executive order, rule or regulation, or decree of any court of competent jurisdiction in connection with, or arising directly or indirectly from, errors and/or negligent acts by the Consultant, as aforesaid.

The City of Saratoga Springs specifically reserves the right to suspend or terminate all work under this contract whenever Consultant and/or Consultant's employees or subcontractors are proceeding in a manner that threatens the life, health or safety of any of Consultant's employees, subcontractor's employees, City employees or member(s) of the general public on City property. This reservation of rights by the City of Saratoga Springs in no way obligates the City of Saratoga Springs to inspect the safety practices of the Consultant. If the City of Saratoga Springs exercises its rights pursuant to this part, the Consultant shall be given three days to cure the defect, unless the City of Saratoga Springs, in its sole and absolute discretion, determines that the service cannot be suspended for three days due to the City of Saratoga Springs' legal obligation to continuously provide Consultant's service to the public or the City of Saratoga Springs' immediate need for completion of the Consultant's work. In such case, Consultant shall immediately cure the defect. If the Consultant fails to cure the identified defect(s), the City of Saratoga Springs shall have the right to immediately terminate this contract. In the event that the City of Saratoga Springs terminates this contract, any payments for work completed by the Consultant shall be reduced by the costs incurred by the City of Saratoga Springs in re-bidding the work and/or by the increase in cost that results from using a different vendor.

Consultant, having agreed to the terms and the recitals set forth herein, and in relying thereon, herein signs this Agreement.

Consultant Signature:



Date:





Betty Krulik Fine Art, Ltd
50 East 72nd Street Suite 2A
New York, NY 10021

917.582.1300
Bkrulikfineart.com
bkrulikfineart@gmail.com

Appraisers Qualifications

Betty Krulik has 30 years of experience in the handling of American and European 19th and 20th Century art; she has sold to and on behalf of major collectors and museums around the nation. She has acted as appraiser for corporate and institutional collections as well as private collectors.

Her specialty is American Art, yet in her 8 years at Christies she handled European Old Masters and 19th Century works as well as Contemporary Art.

She began her career in 1976 as Gallery Director of Marbella Gallery, 903 Madison Avenue, New York, NY for 2 years. There she learned the business from the ground up, doing inventory control, bookkeeping, sales, and research.

In 1978 she went to Christie's where she became Head of Paintings Departments, an Assistant Vice President, Christie's East, 219 East 67th Street, New York, NY 10021 for 8 years. Responsibilities included business getting, appraisal, cataloguing of paintings, works of art on paper, and sculpture, of the 17, 18th 19th and Early 20th Centuries European and American.

In 1987, she became Director of Spanierman/Drawings, 45 East 58th Street, New York, NY 10022, where she worked for 14 years. At Spanierman Gallery, LLC she specialized in important American Works of Art of the 19th and 20th centuries and has been at the forefront of research in the field, as well as being known as one of the major outlets for American Art. During her tenure at Spanierman Gallery she curated many exhibitions including the museum quality shows of the work of William Merritt Chase, Willard Leroy Metcalf and the landmark exhibition, Arthur Wesley Dow: His Art and His Influence.

In 2001, she took the Directorship of the Department of American Art at Phillips, dePury and Luxembourg, 3 West 57th Street, New York NY 10019, where she held the auctions of the famed Glen Foster Marine Art sale, and the world renowned Thyssen-Bornemisza collection, establishing world record prices in many sectors of American art.

In 2004 she began her business as Private Dealer, Art Advisory and Appraiser, Ms. Krulik has handled the sales of important American art, from the Hudson River school to American Modernism.

She is Certified Member of the Appraisers Association of America, and currently serves on it's board as President. She also is on the Advisory Board of the Munson-Williams-Proctor Institute, in Utica, NY. And the Masterworks Museum of Bermudian Art. She is President of the William Merritt Chase Catalogue Raisonne committee, and on the advisory committee for the Thomas Wilmer Dewing Catalogue Raisonne. She has appeared as an appraiser on Antiques Roadshow, and has lectured at the Appraisers Association of America, New York University's Continue and Professional Studies, as a panelist for International Institute for Conflict Prevention and Resolution (CPR), the Art Litigation and Dispute Resolution Practice Institute of the New York County Lawyers Association; and for Universities and Museum groups around the nation. Recently, she was nominated for membership in the prestigious Private Art Dealers Association.

Specializations: American Painting, Drawings, Watercolors, Pastels: 1850-1980s