

REQUEST FOR QUALIFICATIONS

Quinn's Junction/Highway 248 project

Park City Public Art Advisory Board

Park City Municipal Corporation

\$84,000 Maximum Commission

Deadline for Submittals – February 5, 2014 3:00 p.m.



Sculpture is planned to be located near the entry to Quinn's Recreation Complex.

This area is accessed from State Road 248, near the Highway 40 Intersection.



Park City's sense of community is the glue that transcends both the aesthetic and functional qualities of the town and the majesty of the natural environment, with all its incredible recreations opportunities. Park City is a community of involved citizens. It's a reason many people came and continue to stay in Park City. It's vitally important to residents that the community they know remain intact and retain its funkiness and playfulness - Vision Park City 2009 Summary Report



PROJECT DESCRIPTION AND LOCATION

The Public Art Advisory Board of Park City Municipal Corporation is pleased to announce a Request for Qualifications from artists interested in creating site specific, original, high quality public artwork for Quinn's Junction/Highway 248 Project in Park City, Utah. This competition is open to all artists working in sculpture. Up to \$84,000 has been allocated to this project. The Public Art Advisory Board, appointed by the Park City Council, seeks exceptional public art that will enhance the City's image as a world-class resort community.

Artists are asked to consider a site specific approach for the Quinn's Junction/Highway 248 Project on Highway 248. Once known as the "back door" to Park City, this area has become a significant entryway to the City and provides an important Wasatch Back connection.

Major projects in this area include: National Ability Center, Quinn's Sports Complex, United States Ski & Snowboard Association, Summit County Health Department, and Park City Medical Campus. Park City was recently named *Outside Magazine's* "Best Active Town" based on a survey of best places to live healthy. According to Bill Malone, Park City's Chamber/Bureau President and CEO, "it's a great community for people with a zest for life."

The City welcomes large scale sculptural proposals that integrate three-dimensional, interactive and/or kinetic components, and fun, yet, functional design elements. The sculpture should:

- Create a welcoming entry experience for residents and visitors to the community as well as patrons of the facilities located in this area.
- Reflect the healthy lifestyle, wellness, recreation, athleticism, outdoors, and love of nature and open space of Park City residents and visitors.

All artwork should be cost effective and durable due to exposure to the elements and the considerable amount of snowfall in Park City, which is located approximately 7,000 feet above sea level. The artwork will be a permanent outdoor fixture.

Installation of the sculpture shall comply with all regulations of the Park City Land Management Code and the International Building Code standards. The height of the sculpture will be restricted to 25 feet, the maximum height allowed in the Recreation Open Space Zone.

Phase I Submission of Qualifications and Selection of Finalists

January 8, 2014	Issue RFQ
February 5, 2014	Deadline for submission of qualification packets
February 10, 2014	PAAB initial review of qualification packets (several subsequent meetings may be scheduled)
March 10, 2014	Tentative selection of finalists and finalization of Phase II deadlines.

The Park City Public Art Advisory Board, appointed by City Council, will review and evaluate all complete submissions. Submittals will be evaluated according to previous quality of **similar** work, appropriateness of type of work for the Park City project, and artist experience as represented in the images, resumes and artist's letter of interest. The Park City Public Art Advisory Board *may* select up to five finalists to develop comprehensive proposals for additional review.

Phase II Review of Proposals and Award of Contract

Dates will be contingent on selection of finalists. Tentative award of contract scheduled in May 2014.

The Park City Public Art Advisory Board will notify the finalists of deadlines for submittal of comprehensive proposals and tentative review and selection dates. Contract award is contingent on City Council approval.

Artists selected to prepare comprehensive proposals will be paid \$500 each, or per team. Proposals must include a detailed project description, conceptual drawings or model, project budget, and timeline for project completion. Finalists *may* be invited to discuss conceptual proposals with the Public Art Advisory Board, either by telephone or in person. *Selection as a finalist and any subsequent interviews does not imply award of contract.*

The Park City Public Art Advisory Board shall select a finalist and make a recommendation to the Park City Council for commission of the work. Upon Council approval of the recommendation, the City will enter into a Professional Services Agreement with the selected artist or artists. Said agreement will specify completion/installation date. Artists must be willing to enter into Park City's Standard Service Provider Agreement and must be able to meet all requirements, **including provision of insurance certificates for the amounts specified in the attached Service Provider Agreement.** The nature and extent of any requested changes to the standard agreement (i.e., unwillingness to comply with insurance/indemnity provisions) counts against proposals.

Park City Municipal Corporation reserves the right to cancel or modify the terms of this RFQ and/or the project at any time and for any reason preceding contract award and reserves the right to reject any or all proposals submitted pursuant to this request for qualification for any reason. Park City will provide respondents notice of any cancellation and/or modification. Furthermore, the City shall have the right to waive any informality or technicality in submissions received within the best interest of the City. It is Park City policy, subject to federal, state and local procurement laws, to make reasonable attempts to support Park City businesses by purchasing goods and services through local vendors and service providers. All submittals shall be public record in accordance with government records regulations ("GRAMA") unless otherwise designated by the applicant pursuant to Utah Code Annotated §63G-2-309, as amended.

Artists will receive notification of decisions via e-mail. Every effort will be made to ensure safe handling of submitted materials; however, Park City will not be responsible for loss or damage.

REQUESTS FOR ADDITIONAL INFORMATION:

Questions concerning the submittal requirements or the project shall be sent in written form to Sharon Bauman at Park City Municipal Corporation, PO Box 1480, Park City UT 84060, or via email bauman@parkcity.org.

RESOURCES

- Check list of submission requirements **attached**
- Image Identification Listing template **attached**
- Notice of Request for Qualification for Public Art near Quinn's Junction on Highway 248 **attached**
- PCMC Standard Professional Service Provider Agreement **attached**

Park City Municipal Corporation website: www.parkcity.org

- Vision Park City 2009 Summary Report – Links in **Government**
 - City Departments→ Sustainability→ Community & Public Affairs→Vision Park City
- Interactive Map - Link in Visiting [Park City Area Map](#)

Quinn's Junction/Highway 248 Public Art Project

Image Identification Listing - You may substitute your own listing if all requested information is provided

Name _____ Telephone _____
Address _____
City _____ State _____ Zip Code _____
Email Address _____

Images List of Past Work

1. Title _____ Dimensions _____ Date _____
Media _____ Cost _____

2. Title _____ Dimensions _____ Date _____
Media _____ Cost _____

3. Title _____ Dimensions _____ Date _____
Media _____ Cost _____

4. Title _____ Dimensions _____ Date _____
Media _____ Cost _____

5. Title _____ Dimensions _____ Date _____
Media _____ Cost _____

6. Title _____ Dimensions _____ Date _____
Media _____ Cost _____

7. Title _____ Dimensions _____ Date _____
Media _____ Cost _____

8. Title _____ Dimensions _____ Date _____
Media _____ Cost _____

9. Title _____ Dimensions _____ Date _____
Media _____ Cost _____

10. Title _____ Dimensions _____ Date _____
Media _____ Cost _____

NOTICE OF REQUEST FOR QUALIFICATIONS FOR PUBLIC ART AT QUINN'S JUNCTION/HIGHWAY 248

The Public Art Advisory Board of Park City Municipal Corporation is pleased to announce a Request for Qualifications from artists interested in creating site specific, original, high quality public artwork for Quinn's Junction/Highway 248 Project in Park City, Utah. This competition is open to all artists working in sculpture. Up to \$84,000 has been allocated to this project.

An electronic copy of the RFQ can be obtained at www.parkcity.org. For information or questions, contact Sharon Bauman via email: bauman@parkcity.org.

Submittals must be received (either in-person or by mail) no later than 3:00 p.m., Wednesday, February 5, 2014 by Park City Municipal Corporation, Sharon Bauman, 445 Marsac Avenue, PO Box 1480, Park City UT 84060. Submittals received after the deadline or that are determined to be incomplete will not be considered. PCMC reserves the right to reject any or all proposals, or cancel or modify the project at any time preceding contract execution.

Published in the Park Record, MediaOne Newspapers and Utah Legals.

PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER AGREEMENT

THIS AGREEMENT is made and entered into in duplicate this ___ day of _____, 2014, by and between PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation and political subdivision of the state of Utah ("City"), and _____, ("Service Provider").

WITNESSETH:

WHEREAS, the City desires to have certain services and tasks performed as set forth below requiring specialized skills and other supportive capabilities; and

WHEREAS, sufficient City resources are not available to provide such services; and

WHEREAS, the Service Provider represents that the Service Provider is qualified and possesses sufficient skills and the necessary capabilities, including artistic, technical, and professional expertise, where required, to perform the services and/or tasks set forth in this Agreement.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, the parties hereto agree as follows:

1. SCOPE OF SERVICES:

The Service Provider shall perform such services and accomplish such tasks, including the furnishing of all materials and equipment necessary for full performance thereof, as are identified and designated as Service Provider responsibilities throughout this Agreement and as set forth in the "Scope of Services" attached hereto as "Exhibit A" and incorporated herein as the ("Project"). The Project will be bound by the specifications referenced herein, according to the Request for Proposals, the General Project Requirements and Specifications provided by City and Service Provider's Proposal for the XXX Public Art Project, collectively referred to as the Contract Documents, all of which are incorporated herein by reference. To the extent that this Agreement conflicts in any way with the Contract Documents, this Agreement shall control.

If any of the work performed by Contractor in any phase of the Project does not meet City standards as outlined in the bid documents and specifications, then Contractor shall immediately repair or correct the work at no additional cost to City. The total fee for the Project shall not exceed _____ (\$XXX) DOLLARS.

2. TERM:

The term of this Agreement shall commence on the date of execution and terminate on XXXXXXX. Both parties may approve extension of the term of the Agreement due to unforeseen circumstances subject to thirty days notice and acceptance.

3. COMPENSATION AND METHOD OF PAYMENT:

- A. Payment for said Project shall be made to Service Provider by the City as follows: Fifty Percent (50%) of the Contract Price upon execution of this Agreement; twenty-five percent (25%) upon completion and approval by City of Art Fabrication (the "Art"), completion of Site Work, including installation; and twenty-five (25%) upon complete installation of the Art and final acceptance of the Project by the City, including approval from the Park City Building Department and acceptance of the Project by the City and delivery to the City of a Conditional Lien Waiver and Release in favor of the City executed by Service Provider.
- B. No payment shall be made for any service rendered by the Service Provider except for services identified and set forth in this Agreement.
- C. The Service Provider reserves the right to suspend or terminate work and this Agreement if any unpaid account exceeds sixty (60) days.

4. REPRESENTATIONS AND WARRANTIES:

Service Provider represents and warrants to the City that:

- A. Materials and Workmanship: The materials and equipment furnished under this Agreement will be of good quality and new unless otherwise required or permitted by Exhibit A attached hereto, the Project will be free from defects and faults in material and workmanship and the Project will conform to the requirements of Exhibit A;
- B. Copyright: Neither the Art nor its components or any other element of the Project infringe or violate any copyright or patent right held by any person;
- C. Title: Title to the Project, including the Art and all materials and components thereof, will pass to the City upon receipt of final payment by Service Provider free and clear of all liens, claims, security interests or encumbrances, hereinafter referred to as "liens," and no materials incorporated into the Project have been acquired subject to an agreement under which an interest therein or an encumbrance thereon has been retained by the seller; and
- D. No Finders Fees: All negotiations relative to this Agreement and the transactions contemplated by and under this Agreement have been carried on without the intervention of any person whose act or acts would give rise to any valid claim against the City for a finder's fee, brokerage commission, or other like payment.
- E. Licensing: Service Provider and/or one or more of its subcontractors listed at Exhibit C herein shall possess and maintain in good standing throughout the term of this Agreement all licensing/certification necessary to perform all services provided for in this Agreement, including but not limited to applicable contractors, architectural, and engineering licenses/certification.

5. RIGHT TO INSPECT WORK IN PROGRESS:

- A. Service Provider shall provide the City access to the Project in preparation and progress wherever located. Whenever the City considers it necessary or advisable for the implementation of the intent of this Agreement, the City will have authority to inspect the Project and to require special inspection or testing of the Project or its components to ascertain whether it is in accordance with the Scope of Services attached as Exhibit A, or following the design phase, the Design Plans and Construction Documents. If such inspection or special inspection or testing reveals a failure of the Project or the components thereof to comply with the requirements of the Design Plans and Construction Documents, Service Provider shall bear all costs of the correction of the defective work, including compensation for the City's additional services made necessary by such failures; otherwise, the City shall bear the costs of such inspection and testing. Service Provider shall not be relieved from the obligation to fabricate and produce the Project and to install the Project in accordance with the Design Plans and Construction Documents by reason of the City's failure to reject the Project or any component thereof or by any inspections, tests or approvals performed by the City.
- B. In the event the City does not find the Project, as it progresses, in compliance with the Design Plans and Construction Documents, this Agreement, and/or the International Building Code, 2003 edition, the City has the option at any time and for any reason to terminate this contract. Payment will be made to Service Provider for the Project completed to date of termination. The state of the completion of the Project and the amount which may be due hereunder shall be determined solely the City. If such termination is due to a substantial variance from the Design Plans and Construction Documents set forth in Exhibit A, this Agreement, and/or the International Building Code, 2003 edition, the City shall have the option of paying nothing hereunder and of requiring repayment by Service Provider of any sums previously paid by the City. Upon such termination, Service Provider shall retain all rights to the concept, design, and the Art itself, including the right to complete, exhibit and sell the Art. However, upon such termination, the City shall have the right to require the Work itself be removed from the property of the City.
- C. Service Provider agrees to accommodate reasonable requests by City for access to the Project in preparation and progress for the purpose of promoting the arts so long as such access does not interfere with the progress and timing of Service Provider's work.

6. INDEPENDENT CONTRACTOR RELATIONSHIP:

- A. The parties intend that an independent Service Provider/City relationship will be created by this Agreement. No agent, employee, or representative of the Service Provider shall be deemed to be an employee, agent, or representative of the City for any purpose, and

the employees of the Service Provider are not entitled to any of the benefits the City provides for its employees. The Service Provider will be solely and entirely responsible for its acts and for the acts of its agents, employees, subcontractors or representatives during the performance of this Agreement.

- B. In the performance of the services herein contemplated the Service Provider is an independent contractor with the authority to control and direct the performance of the details of the work, however, the results of the work contemplated herein must meet the approval of the City and shall be subject to the City's general rights of inspection and review to secure the satisfactory completion thereof.

7. SERVICE PROVIDER EMPLOYEE/AGENTS:

The City may at its sole discretion require the Service Provider to remove an employee(s), agent(s), or representative(s) from employment on this Project. The Service Provider may, however, employ that (those) individual(s) on other non-City related projects.

8. HOLD HARMLESS INDEMNIFICATION:

- A. The Service Provider shall indemnify and hold the City and its agents, employees, and officers, harmless from and shall process and defend at its own expense any and all claims, demands, suits, at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, brought against the City arising out of, in connection with, or incident to the execution of this Agreement and/or the Service Provider's defective performance or failure to perform any aspect of this Agreement; provided, however, that if such claims are caused by or result from the concurrent negligence of the City, its agents, employees, and officers, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Service Provider; and provided further, that nothing herein shall require the Service Provider to hold harmless or defend the City, its agents, employees and/or officers from any claims arising from the sole negligence of the City, its agents, employees, and/or officers. The Service Provider expressly agrees that the indemnification provided herein constitutes the Service Provider's limited waiver of immunity as an employer under Utah Code Section 34A-2-105; provided; however, this waiver shall apply only to the extent an employee of Service Provider claims or recovers compensation from the City for a loss or injury that Service Provider would be obligated to indemnify the City for under this Agreement. This limited waiver has been mutually negotiated by the parties, and is expressly made effective only for the purposes of this Agreement. The provisions of this section shall survive the expiration or termination of the Agreement.
- B. No liability shall attach to the City by reason of entering into this Agreement except as expressly provided herein.

9. INSURANCE:

The Service Provider shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Service Provider, their agents, representatives, employees, or subcontractors. The Service Provider shall provide a Certificate of Insurance evidencing:

- A. General Liability insurance written on an occurrence basis with limits no less than two million dollars (\$2,000,000) combined single limit per occurrence and four million dollars (\$4,000,000) aggregate for personal injury, bodily injury and property damage.

The Service Provider shall increase the limits of such insurance to at least the amount of the Limitation of Judgments described in Section 63-30d-604 of the Governmental Immunity Act of Utah, as calculated by the state risk manager every two years and stated in Utah Admin. Code R37-4-3.

- B. Automobile Liability insurance with limits no less than two million dollars (\$2,000,000) combined single limit per accident for bodily injury and property damage.

- C. Workers Compensation insurance limits written as follows:

Bodily Injury by Accident \$500,000 each accident;

Bodily Injury by Disease \$500,000 each employee, \$500,000 policy limit

- D. The City shall be named as an additional insured on the insurance policies, as respect to work performed by or on behalf of the Service Provider and a copy of the endorsement naming the City as an additional insured shall be attached to the Certificate of Insurance. The Certificate of insurance shall warrant that the City shall receive thirty (30) days advance notice of cancellation. The City reserves the right to request certified copies of any required policies.

- E. The Service Provider's insurance shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

10. TREATMENT OF ASSETS:

- A. Ownership: Title to all property furnished by the City shall remain in the name of the City and the City shall become the owner of the work product and other documents, if any, prepared by the Service Provider pursuant to this Agreement (contingent on City's performance hereunder).

- B. Duplication of Work: Service Provider retains all rights under the Federal Copyright Act and all other rights in and to the Work except ownership and possession, and except as such rights are limited by this Agreement. In view of the intention that the Work in its final dimension shall be unique, Service Provider shall not make any additional duplicate reproductions of the final Work, nor shall Service Provider grant permission to others to do so except with the written permission of the City. The Service Provider may use depictions of the Work in promotional material such as portfolios and resumes. Service Provider grants to the City and its assigns an irrevocable license to make two dimensional reproductions of the Work for noncommercial purposes, including but not limited to reproductions used in advertising, brochures, media publicity, and catalogs or other similar publications, provided that these rights are exercised in a tasteful and professional manner. Wherever practicable, City shall make reasonable efforts to include Service Provider's name in any such advertisement, brochure, media publicity, catalog or other similar publication in which the Work appears. Noncommercial purposes shall include the sale of such publications by the City at a nominal fee.
- C. Repair or Restoration: Where, in the opinion of the City or Service Provider, repairs and/or restoration of the Art are required for which Service Provider is not responsible pursuant to the terms of this Agreement, the City shall, when reasonably practicable, give Service Provider the opportunity to accomplish such repairs and/or restoration if a reasonable fee can be agreed upon between the City and Service Provider. Nothing herein shall obligate the City to make such repairs and/or restoration nor to contract with Service Provider to accomplish such repairs and/or restoration.
- D. Independent Sale: If in the future the City wishes to sell the Art separate and apart from any real property to which the Art may be integrated or affixed, Service Provider shall, when reasonably practicable, be given a right of first refusal to purchase the Art from the City. This Paragraph is not intended to give Service Provider any rights if the Art is sold by the City as part of or the consequence of the sale of the City's interests in real property. The rights of Service Provider under this Paragraph shall expire after fifteen (15) years from the date of execution of this Agreement; and said rights shall be specific to Service Provider personally and shall not be transferred, assigned, pledged or levied upon, nor shall they pass by way of inheritance or other operation of law to any third person.
- E. Notice: Service Provider agrees to keep the City notified in writing of changes in Service Provider's address, and failure to do so shall be deemed a waiver of Service Provider's right of first refusal in Paragraph 10D above.

- F. Warranty: If, within one year after the date of the completion of installation of the Project and acceptance by the City, the Project or any component or material thereof is found to be defective or to not be in accordance with the Design Plans and Construction Documents attached at Exhibit A, Service Provider shall correct it promptly after receipt of a written notice from the City to do so unless the City has previously given Service Provider a written acceptance of such condition. This obligation shall survive acceptance of the Project under this Agreement and termination of this Agreement. Nothing contained in this Paragraph shall be construed to establish a period of limitation with respect to any other obligation which Service Provider might have under this Agreement, including Paragraph 4 herein. The establishment of the time period of one year after completion of installation and acceptance by the City relates only to the specific obligation of Service Provider to correct the Project, and has no relationship to the time within which Service Provider's obligations to comply with the Design Plans and Construction Documents may be sought to be enforced, nor the time within which proceedings may be commenced to establish Service Provider's liability with respect to an obligation other than to specifically correct the Project.

11. COMPLIANCE WITH LAWS:

- A. The Service Provider, in the performance of this Agreement, shall comply with all applicable federal, state or local laws and ordinances, including regulations for licensing, certification and operation of facilities, programs and accreditation, and licensing of individuals, and any other standards or criteria as described in this Agreement to assure quality of services.
- B. The City agrees to waive all normally applicable municipal fees associated with this project.

12. NONDISCRIMINATION:

- A. The City is an equal opportunity employer.
- B. In the performance of this Agreement, the Service Provider will not discriminate against any employee or applicant for employment on the grounds of race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap; provided that the prohibition against discrimination in employment because of handicap shall not apply if the particular disability prevents the proper performance of the particular worker involved. The Service Provider shall ensure that applicants are employed, and that employees are treated during employment without discrimination because of their race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap. Such action shall include, but not be limited to: employment, upgrading, demotion or transfers, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and programs for training including apprenticeships. The Service

Provider shall take such action with respect to this Agreement as may be required to ensure full compliance with local, state and federal laws prohibiting discrimination in employment.

- C. The Service Provider will not discriminate against any recipient of any services or benefits provided for in this Agreement on the grounds of race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap.
- D. If any assignment or subcontracting has been authorized by the City, said assignment or subcontract shall include appropriate safeguards against discrimination. The Service Provider shall take such action as may be required to ensure full compliance with the provisions in the immediately preceding paragraphs herein.

13. ASSIGNMENTS/SUBCONTRACTING:

- A. The Service Provider shall not assign its performance under this Agreement or any portion of this Agreement without the written consent of the City, and it is further agreed that said consent must be sought in writing by the Service Provider not less than thirty (30) days prior to the date of any proposed assignment. The City reserves the right to reject without cause any such assignment.
- B. Any work or services assigned hereunder shall be subject to each provision of this Agreement and property-bidding procedures where applicable as set forth in local, state or federal statutes, ordinance and guidelines.
- C. Any technical/professional service subcontract not listed in this Agreement, must have express advance approval by the City.
- D. Each subcontractor that physically performs services within Utah shall submit an affidavit to the Service Provider stating that the subcontractor has used E-Verify, or equivalent system, to verify the employment status of each new employee, unless exempted by Utah Code Ann. 63G-11-103.

14. CHANGES:

Either party may request changes to the scope of services and performance to be provided hereunder, however, no change or addition to this Agreement shall be valid or binding upon either party unless such change or addition be in writing and signed by both parties. Such amendments shall be attached to and made part of this Agreement.

15. POLITICAL ACTIVITY PROHIBITED:

None of the funds, materials, property or services provided directly or indirectly under the Agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office.

16. PROHIBITED INTEREST:

No member, officer, or employee of the City shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

17. TERMINATION:

Service Provider's failure to comply with any of the provisions stated herein shall constitute material breach of contract and cause for termination. Both parties recognize time is of the essence in the performance of the provisions of this Agreement. It is also agreed by the parties that the forgiveness of the nonperformance of any provision of this Agreement does not constitute a waiver of the provisions of this Agreement. The City hereby expressly reserves the right to all remedies available in law or equity to enforce the provisions of this agreement, including but not limited to specific performance of the terms of this Agreement without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. City's remedies described in this paragraph shall be cumulative and shall be in addition to all remedies not or hereafter existing at law or in equity.

18. NOTICE:

Notice provided for in this Agreement shall be sent by certified mail to the addresses designated for the parties on the last page of this Agreement.

19. ATTORNEYS FEES AND COSTS:

If any legal proceeding is brought for the enforcement of this Agreement, or because of a dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the prevailing party shall be entitled to recover from the other party, in addition to any other relief to which such party may be entitled, reasonable attorney's fees and other costs incurred in that action or proceeding.

20. JURISDICTION AND VENUE:

- A. This Agreement has been and shall be construed as having been made and delivered with the state of Utah, and it is agreed by each party hereto that this Agreement shall be governed by laws of the state of Utah, both as to interpretation and performance.
- B. Any action of law, suit in equity, or judicial proceeding for the enforcement of this Agreement, or any provisions thereof, shall be instituted and maintained only in any of the courts of competent jurisdiction in Summit County, Utah.

21. SEVERABILITY:

- A. If, for any reason, any part, term, or provision of this Agreement is held by a court of the United States to be illegal, void or unenforceable, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.
- B. If it should appear that any provision hereof is in conflict with any statutory provision of the state of Utah, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform in such statutory provisions.

22. FORCE MAJURE:

If any party to this Agreement shall be delayed or prevented from the performance of any act required hereunder by reason of a strike, labor trouble, acts of God or any other cause beyond the reasonable control of such party (financial inability excepted), and such party is otherwise without fault, then performance of such act shall be excused for the period of the delay.

23. ENTIRE AGREEMENT:

The parties agree that this Agreement is the complete expression of the terms hereto and any oral representatives or understandings not incorporated herein are excluded. Further, any modification of this Agreement shall be in writing and signed by both parties.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed the day and year first hereinabove written.

PARK CITY MUNICIPAL CORPORATION
445 Marsac Ave
P.O. Box 1480
Park City, UT 84060-1480

Diane Foster, City Manager

Attest:

City Recorder

EXHIBIT A

SCOPE OF SERVICES:

The Project will be bound by the specifications referenced herein, according to the City's Request for Proposals, the General Project Requirements and Specifications provided by City, and Service Provider's Proposal for the **XXXXX Public Art Project, "XXX"**, collectively referred to as the Contract Documents, all of which are incorporated herein by reference. To the extent that this Agreement conflicts in any way with the Contract Documents, this Agreement shall control.

All elements of the Project shall be designed, fabricated, installed, and constructed in compliance with all applicable building and development codes, including but not limited to the Municipal Code of Park City, Park City Land Management Code, and International Building Code, as amended. All on-site Project work shall be inspected for compliance with applicable codes by Park City staff, including but not limited to the Building and Engineering Departments.

1. Site Location, Description, and Regulations:

The artwork Service Provider will design, produce and install art for the _____ Park City, Utah.

2. Project Description:

See Service Provider's Proposal for the Public Art for the XXXXX Public Art – Exhibit B.

3. Task List:

a. Construction Documents

Service Provider shall design the Project in a manner materially consistent with the Contract Documents.

b. Design and Production

Service Provider shall create all Art Elements of the Project pursuant to the approved Design Plans.

c. Delivery & Installation of Art on Site

(1) Delivery to Site

(2) Art Installation Complete – _____, 2014

Service Provider shall deliver the Art to the Project Site and install the Art pursuant to the approved Construction Documents on or before XXXXX, 2014. Completion date is subject to Item 2 in the Professional Services Agreement.

4. Warranty

Service Provider shall warranty the Project for material and workmanship for a period of one (1) year following Project completion and acceptance by the City.

EXHIBIT B
SERVICE PROVIDERS PROPOSAL



Park City Municipal Corporation – Public Art Advisory Board

Quinn's Junction/Highway 248 Project

Park City Municipal Corporation
Public Art Advisory Board

SUBMISSION REQUIREMENTS / CD Format

Artists (term refers to singular artist or artist teams) interested in the project should submit all of the following required materials in the format specified on a CD labeled with name, address, and phone number.

Letter of Interest. Explain your interest in the project and include pertinent information about the artist's/team's approach for projects of a similar nature. Please include your name, address, phone and email.

Resume . Please do not exceed two pages per artist.

Images of Representative Work . Submit 10-15 digital images of your work, or the work of the team, which are representative of the scope of this project (similar in size and cost). Digital images must be a minimum 600x800 jpg, gif or tiff; each image file name should include the artist's name and a reference number. If the proposed team has not previously collaborated, the lead artist may submit a maximum of 10 images and each team member may include a maximum of 5 images each. PowerPoint presentations will not be accepted.

Image Identification List. Submit image list with your name, artwork title, completion date, materials, dimensions, budget or purchase price, and client name (sample sheet included).

References. Submit names of three professionals (commissioning agency or organization, design or arts professional, architect, landscape architect, engineer, etc.) who have an intimate knowledge of your work and working methods. Include complete address, telephone numbers, and email for each individual. If an organization is serving as a professional reference, please identify a contact name

Incomplete submittals will not be reviewed. Do not send paper copies.

DEADLINE

All applications must be received by 3:00 PM, Wednesday, February 5, 2014.

Mail or deliver submissions to the address listed below. Electronically sent submissions will not be accepted.

SUBMIT TO

Sharon Bauman
Park City Municipal Corporation
445 Marsac Avenue
PO Box 1480
Park City UT 84060
bauman@parkcity.org

CHECKLIST

- LETTER OF INTEREST
Not to exceed one page
- RESUME
Not to exceed two pages per artist
- IMAGE IDENTIFICATION LIST
- LIST OF REFERENCES

Documents listed above must be saved as .PDF files.

- IMAGES OF REPRESENTATIVE WORK (jpeg, gif or tiff)