

Park City Municipal Corporation
REQUEST FOR PROPOSALS (RFP) FOR
Park City Public Art
For The Library Center Entry Hall



Rendering of entrance to Interior Entry Hall provided by Blalock & Partners – North East (Main) entrance.

The Entry Hall to the Library Center will be the premier space for the building. Thought of as a community living room, the space demands artwork that is visually stunning from the inside and out, promotes discovery, and is intellectually stimulating. The piece should be as unique as the diverse community, changing weather, stunning seasons and dramatic mountains surrounding it.

Contact:

Jenny Diersen, Special Events Coordinator
City Staff Liaison to the Park City Public Art Advisory Board (PAAB)
jenny.diersen@parkcity.org

NOTICE
REQUEST FOR PROPOSALS
Park City Municipal Corporation
Park City Public Art for the Library Center Entry Hall

PROPOSALS DUE: Wednesday, February 25, 2015 at 3 p.m. MST.

PROJECT NAME: Park City Public Art for The Library Center Entry Hall

RFP AVAILABLE: Friday, January 16, 2014 at 5 p.m. MST

PROJECT LOCATION:

Park City Public Library
Interior Entry Hall
1255 Park Avenue
Park City, Utah 84060

PROJECT DESCRIPTION:

Park City Public Art Advisory Board (PAAB) is seeking proposals from an artist or artist teams to create a site specific artwork that embodies the themes of community, information gathering, mountains, seasons and/or weather for the newly renovated Library Center Entry Hall. The PAAB is looking for proposals that may encompass the use of multi-media including but not limited to technology, sculptural elements and interactive aspects. Experience in creating large scale installations for public space is desired but not required. All mediums of art will be considered. Total project maximum is \$60,000.00.

PROJECT DEADLINES:

Complete Submissions due by Wednesday, February 25, 2015 at 3 p.m. MST.

Project completion required by Sunday, May 31, 2015

Questions? All questions shall be submitted in writing to jenny.diersen@parkcity.org no later than Friday, February 20, 2015 by 3 p.m. MST. Responses will be returned and posted no later than Tuesday, February 24, 2015 by 5 p.m. MST.

OWNER: Park City Municipal Corporation
P.O. Box 1480
Park City, UT 84060

CONTACT: Jenny Diersen, Special Events Coordinator
City Staff Liaison to the Park City Public Art Advisory Board
Park City Municipal Corporation
jenny.diersen@parkcity.org

Park City reserves the right to reject any or all proposals received. Furthermore, the City shall have the right to waive any informality or technicality in proposals received when in the best interest of the City.

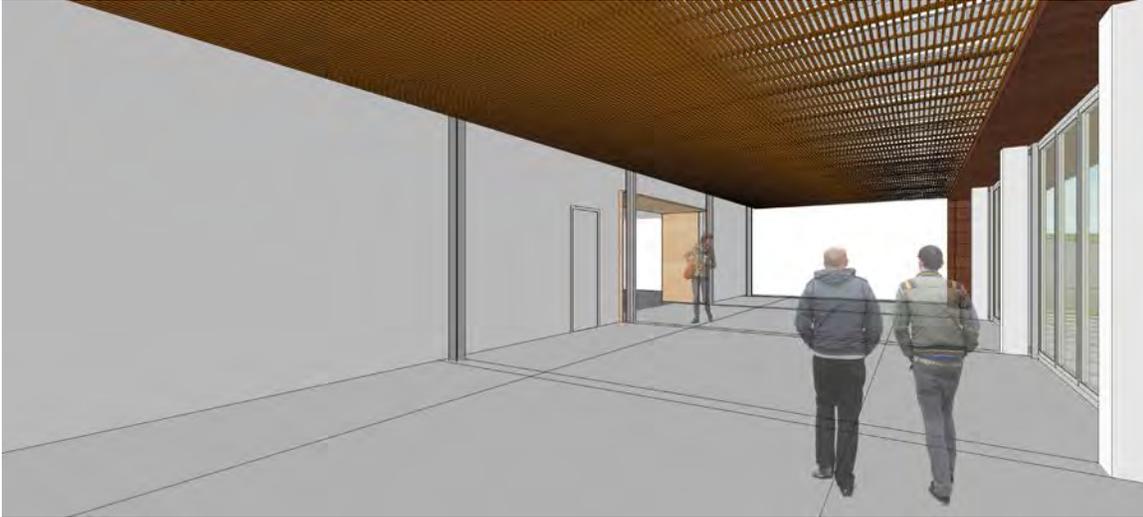
I. INTRODUCTION



Rendering of the Library Center provided by Blalock and Partners – from South West Corner.

The Public Art Advisory Board Park City Public Art Advisory Board (PAAB) is seeking proposals from an artist or artist teams to create a site specific artwork that embodies the themes of community, information gathering, mountains, seasons and/or weather for the newly renovated Library Center Entry Hall. The PAAB is looking for proposals that may encompass the use of multi-media including but not limited to technology, sculptural elements and interactive aspects. Experience in creating large scale installations for public space is desired but not required. All mediums of art will be considered. Selected art will be installed in the Library Center Entry Hall, which will welcome residents, visitors and our community. The chosen piece will create a welcoming and unique visual aspect to this newly updated community space and will enhance the visitor's experience.

II. Purpose of Project



Rendering of the Library Center Entry Hall provided by Blalock & Partners.

Currently the Park City Public Art Advisory Board is seeking a visual art piece for the Entry Hall to the Library Center. The piece will be located the premier space for the building. Thought of as a community living room, the space demands artwork that is visually stunning both inside and out, promotes discovery, and is intellectually stimulating. The piece should be as unique as the diverse community, changing weather, stunning seasons and dramatic mountains surrounding it. Artists are welcome to use any artistic media, as well as the floor, ceiling and wall space in the Entry Hall. Artwork can be two- or three- dimensional, and should be highly engaging, creative and welcoming to all who enter the space. The piece should tie into the design philosophy and themes for the Library Center renovation and demand a powerful and iconic introduction to The Library Center. The piece will be displayed for all residents of Park City and the many visitors to our community as well.

III. Project Scope



North West corner of new Library Center Entry Hall provided by Blalock & Partners.

The Library Center Entry Hall Information:

- Visitors will enter the hallway through a door on the east end of the Library Center.
- Exterior wall (north wall) will be lined with windows. Artwork inside entry hall will be visible from the outside of the building from a large green space.
- Windows are glass with low-e coating. These windows will produce less glare than standard windows.
- Entry hall ceiling will be wood slats with flush LED lighting. Lighting is not directional.
- Interior wall will be 62 x 10 feet. A glass pocket door will lead visitors from the Entry Hall into the library. There may be other possible breaks in the wall such as, structural beams fire doors, or fire light strobes in the wall. Artists must work around the constraints and cannot obstruct these items. Please consult floor plans and photos. (Attachment)
- To be ADA compliant, protrusions from the wall are not permitted to extend more than 4" from the wall, from above 16" above the floor, to 6'8" above the floor. Certain parameters may exist where this rule can be modified. The artist(s) or artist team should consult with the City Staff Liaison by the date and time listed for questions as listed in this RFP.
- Wall is created out of concrete with drywall. The paint color of the wall has not yet been selected.
- A section of the interior wall closest to the entry door will have steel columns which will protrude from the wall about 6 inches. Columns may be incorporated into the design, but cannot be covered up in its entirety. The columns should remain exposed or at least

partially exposed. Attachments or artwork onto the columns may need to be approved by the Building Department and Project Manager.

- Each wall section is approximately 16 feet long.
- The entry hall way will be an engaging space and will also be used for events, meetings and seating/study area.
- Artwork installation can be attached to wall studs. Installation will be reviewed by the Building Departments and must follow codes.
- If additional lighting is needed, it should be included in the proposal.
- There is an aggressive timeline for selecting and installing the piece before The Library Center re-opens in June 2015.
- The artist or team(s) selected are responsible for the design and creation of the art including performance of the services specified, but not limited to artist labor, insurance, materials costs, lighting, transportation, lodging, delivery, overhead, permits as required by City departments and anticipated fabrication and installation cost. The Artist(s) are responsible for maintenance for 1 year upon final completion of the project.

Artwork Location, Context and Constraints

The proposed location for the artwork installation is what is labeled as the "Entry Hall" space. This space is part of the entry sequence to the building. Patrons enter the building from the east through a glass vestibule, passing through the interstitial space created between the base of the historic building and the zinc ribbon to the north. A louvered wood ceiling system provides warmth to complement and contrast the exposed concrete floor. An operable glass wall, lined with dark wood and inserted into the zinc ribbon, opens onto a terrace space to extend the use of the space outdoors during warmer months. A café is planned for incorporation at the far, west end of the Entry Hall.

The library proper can be secured after hours so that the entire Entry Hall space can be utilized by the public when the Library is not in use. This area is envisioned as a flexible space supporting day-to-day casual lounging overlooking the terrace, as well as hosting small receptions and social gatherings.

The south wall of the Entry Hall is the designated location for an artwork installation. The wall is approximately 62 feet long, plus another approximately 14' within the entry vestibule. The louvered wood ceiling system is at approximately 10'-0" above the floor and extends to within 10 inches of the wall (there is a 10" reveal between the edge of the ceiling and the face of the wall). Artwork may be mounted to the exposed concrete floor, the existing wall, or suspended from the overhead structure, provided the installation does not exceed 25 pounds per square foot. Artists electing to attach to the overhead structural members will need to coordinate mounting points and structural loads with the architectural and engineering design team. To be ADA compliant, protrusions from the wall are not permitted to extend more than 4" from the wall, from above 16" above the floor, to 6'8" above the floor. Certain parameters may exist where this rule can be modified, and if needed, the artist(s) or artist team should consult with the Project Manager.



Historical photography provided by Park City Historical Society and Museum ©. All rights reserved.

Background:

The Park City High School/Carl Winters School Building was constructed in 1927-28 in the Gothic Revival style, which is often referred to as Collegiate Gothic in education buildings. The building was designed by the architectural firm of Scott and Welch, a prominent Salt Lake City firm specializing in commercial and education buildings.

Being a historic landmark, with special significance in Park City, the existing three story historic schoolhouse façade is to remain intact and unaffected. There was a three story addition to the west façade of the building completed in 1993. As part of this project, portions of the 1993 addition will be removed, to re-expose the original historic building construction that was covered at that time.

The current plans include renovations to the 48,721 square foot building, and a 2,400 square foot addition. The addition will be located on the north building façade and wrap up and around to the west façade. The north addition is one story and will not visually cover any of the brick façade above the building foundation. The addition does not attempt to mimic the historic façade, but uses subdued modern materials with elements relating to and complementing historic design elements and relationships.

The new Park City Library is to be a model of the new “21st Century Library.” The melding of the new and old will utilize the most current building and equipment technologies, and is anticipated to achieve LEED Silver certification. In addition to a boost in productivity, employees will experience an improvement in their working conditions, resulting in a safer, healthier, and happier work

environment. Patrons will experience the highest level of service, with expanded programming, and enjoy all the benefits of a brand new library befitting this vibrant, world-class resort town.

In the design of the building, Blalock and Partners identified a building concept, to inform the building development through all phases. Concept-based architecture is a metaphorical or organizational encompassing idea, which makes the building more cohesive throughout, resulting in a more meaningful project for the users and community. The concept for the Park City Library building was centered around the idea of a protective outer layer enveloping the precious contents within – both in revering the historic building, as well as recognizing the important role public libraries play in building strong communities.

A delicate ribbon of zinc undulates and wraps around the existing historic masonry building; a metaphoric representation of the bark of a tree wrapping around the trunk, or heart, of a tree; or a delicate shell of a jewelry box protecting the precious contents within.

The scale, use and patterning of materials used on the addition were greatly influenced by the location and history of Park City. Originally a mining town with blue-collar roots, the city has evolved to its current world-class prominence, known as much for its unparalleled skiing as it is for hosting the renowned Sundance Film Festival. The resort town is obviously tied to its mountain setting affording majestic views, endless blue skies and nature's playground.

The architects used all of these elements in abstract ways to tie the new addition to its mountain setting and complement the historic building, while making a clear, modern departure. The zinc cladding is a very utilitarian, "blue-collar" material used in vertical strips as a nod to the trunks of the Aspen groves that give life to the mountain setting. Wood cladding, at portions of the addition, reference the historic nature of the mining cabins that first populated the small town. The brick of the historic structure is now exposed to complement and contrast the new steel components reinforcing the difference between old and new. Both dark and light wood tones are expressed throughout the interior and exterior to provide warmth and a refinement beyond a ski-lodge aesthetic.

A broad range of sustainable strategies were carefully considered for implementation within the site constraints, project budget and client priorities: the historic structure was fully insulated to reduce energy consumption; a new high-efficiency boiler was implemented to supply a radiant heating system; materials with high recycled content and recyclability were incorporated; significant site development measures were implemented to reduce the carbon footprint and provide a stronger connectivity to the community's transit system; the building addition creates a stronger dialogue with the adjacent open park space.

IV. Funding

The total project maximum allocated is \$60,000.00. All submissions must include a proposed budget or fee schedule. The budgets or proposed fee schedule must include all costs associated with performance of the services specified, including but not limited to artist labor, insurance,

materials costs, transportation, delivery, overhead, permits as required by City departments and anticipated fabrication, installation and maintenance cost. Artist should include lighting costs as applicable and estimated maintenance or repair costs after the one (1) year requirement as applicable. The Artist(s)/ Team(s) are responsible for maintenance for one (1) year upon final completion of the project.

V. Content of Proposal

Proposals will be evaluated on the criteria listed below.

Project Goals:

Successful proposals will address the specific goals listed in this RFP.

- Integrate with the architecture, design, scale and physical space of the building.
- Functionality and maintenance of the proposed piece should be outlined in the proposal. The PAAB is looking for a piece that requires minimal maintenance.
- The piece will be installed in the interior Entry Hall to The Library Center. The piece may use the wall, ceiling or floor areas as outlined in the RFP.
- The space demands art that visually stunning from the inside and out, promotes discovery, and is intellectually stimulating. The piece should be as unique as the diverse community, changing weather, stunning seasons and dramatic mountains surrounding it. All art media will be considered.
- Artwork should communicate the arrival to a place where you can access the world. It will inspire one to achieve endless personal potential. The work should communicate new ways of thinking through the act of acquiring knowledge and living in a time period where the way we gather information rapidly changes on seemingly daily basis.
- Artwork should be suitable for high foot traffic area. The library sees an average of more than 600 visitors daily.
- The artwork must be made of durable, permanent media that is safe and requires minimal maintenance. Artwork should be site-specific and properly scaled to its surroundings. Artwork should be visually integrated into the overall design of the entry.
- Artwork should appeal to a diverse range of viewership (children, teens, adults, locals and visitors). The work should convey a sense of trust in the library as an institution who meet the patrons needs. The space will welcome a wide range of people to the Library Center, local residence, visitors, small businesses, school groups and community organizations will also use this space as a gathering place. The Entry Hall space will welcome many attendees during the annual, internationally renowned Sundance Film Festival.

Artist(s)/Team Requirements:

- The artist(s)/team will be responsible for installation of his/her artwork. Installation will take place during an aggressive timeline. Any closures of the space must be approved in advance by the Library Board and may require approval by other City Departments. It is the responsibility of the artist to hire professional installers, additional labor or equipment required for installation as part of the stipend. Installation will be coordinated through the PAAB City Staff Liaison.
- Experience creating large-scale installations for public space is desired but not required. The artist will be required to submit technical drawings that show the artwork and

installation detail have been approved by a structural engineer. The artist may hire contract labor (architects and other) needed to assist with preparation of construction drawings etc. There are no geographic limitations to this RFP.

- Artist(s)/ teams may also include multi-disciplinary creative minds in fields including mathematics, science, language, history or other fields.
- The selected artist should be prepared to refine his/her conceptual design and demonstrate a willingness to work with the design team. The artist will communicate directly with the PAAB City Staff Liaison, who will assist in the coordination of working with staff in other City departments, and possibly a Project Manager, the Architect of the building, and Executive Director of the Park City Public Library.
- An artist with experience in LEED design principles, sustainable practices and the use of repurposed materials is desired but not mandatory.

The following listed criteria are used as guidelines during the review of proposals. The list is not in order of priority; some criteria will receive more weight than others.

Selection Criteria:

Art Proposals will be judged, in part, on the following criteria:

- Creativity and Uniqueness as addressed to the proposal
- Enhancement of identity to the Library Center and creation of an icon for the Library Center.
- Contribution to community vitality
- Stimulation of excellence in public art
- Relation to themes of the project as outlined in the proposal
- Description of installation timeline

Art will also be judged on practical terms such as:

- Originality of Design, artistic merit, and creativity as proven by prior artwork.
- Clarity of proposal and thoroughness of response (completeness of package)
- Adherence to the maximum budget of \$60,000.00
- Wise use of resources – including appropriateness of materials, style, scale and concepts in relation to the design of the Library Center.
- Experience needed to undertake the design, creation and installation of the artwork within the aggressive timeline. This includes the ability to work with a team of individuals including various City staff, and project-related public relation opportunities that may arise during the project.
- Professional References
- Availability of the artists to work within the aggressive timeline including a description of installation timeline.
- Functionality and durability of the proposed art work – the art is intended for permanent display.

The finalist(s) will be evaluated in part based on their flexibility and creativity in approaching the site, their potential ability to work with the project stakeholders and their capacity to evolve a significant and well integrated solution.

Park City Municipal Corporation reserves the right to reject any and all proposals for any reason. Proposals lacking required information will not be considered. All submittals shall be public records in accordance with government records regulations ("GRAMA") unless otherwise designated by the applicant pursuant to UCA §63G-2-309, as amended. The award of contract is subject to approval by City Council.

Park City Municipal Corporation reserves the right to cancel or modify the terms of this RFP and/or the project at any time for any reason preceding contract award and reserves the right to accept or reject any or all proposals submitted pursuant to this request for proposals. Park City will provide respondents written notice of any cancellation and/or modification. Furthermore, the City shall have the right to waive any informality or technicality in proposals received when in the best interest of the City.

VI. Selection Process

The selection committee includes the following representatives:

Committee Members: Public Art Advisory Board members.

- **Ex-officio Members and Staff:** Nonvoting members of the Committee include the Executive Director of the Park City Summit County Art Council, City Council Liaison, and City Staff Liaison to the Public Art Board, City Staff from various departments may also be included.

Finalists may be invited to interview with members of the Public Art Advisory Board. The Board will recommend one final artist/artist team. The Public Art Advisory Board's recommendations and award of contracts pursuant to this RFP are conditioned upon and subject to approval by the City Council.

Proposals will be evaluated on the factors listed in Section IV, Content of Proposal, above.

Timeline

The schedule is contingent upon the City's project schedule and may be changed at any time.

The selection process will proceed on the following schedule:

A. A pre-submission meeting will be held at 4:00 pm on Tuesday, February 10, 2015, at the Entry Hall to the Library Center. Artist(s)/Team(s) who are interested in attending or participating, must rsvp to Jenny Diersen, no later than Wednesday, February 4th, 2015 at 5 p.m. MST. The pre-submission meeting is optional and not mandatory. The pre-submission meeting is subject to change based on the coordination of the Project Manager, Architect and City Staff that need to be present.

B. Proposals will be received by Park City prior to 3 pm on Wednesday, February 25, 2015, at the Special Events Office located at 445 Marsac Avenue, Park City, Utah 84060, an electronic copy must also be submitted to jenny.diersen@parkcity.org as a single PDF by Wednesday, February 25, 2015 at 3 p.m. Electronic submission cannot exceed eight (8) megabytes. If files are larger than the maximum size allowed, they may be submitted through a private Dropbox™ account directly to jenny.diersen@parkcity.org and cannot be submitted to any

other parties. It is the sole responsibility of the applicant to ensure the success of the electronic submission is completed prior to the deadline as stated above.

C. A selection committee comprised of City Staff, as described in this section V, will review all submitted RFPs. The selection committee will meet on Monday, March 2, 2015 at 5 p.m.

D. The selection committee may find it necessary to conduct interviews. All interviews for selection process will be conducted no later than Monday, March 16, 2015.

E. It is anticipated that City Council will vote on the contract award in March of 2015.

F. The artist or team that is awarded the contract will be required to work within an aggressive timeline. The artist will complete the entirety of the project no later by Sunday, May 31, 2015.

VII. Submission of Proposals

All artists and/or teams responding to the RFP must submit complete responses to the information requested in this Section and must note any exceptions to any information contained in the RFP. Applicants shall present information in a clear and concise manner following the format listed below. Proposals lacking required information will not be considered.

A. Proposal

1. **Cover Page:** List the Artist(s)/ Team name(s), project name, contact information including but not limited to: Email, Phone Number, and Mailing Address. Additional Information may be listed including web address, social media links or other contact information.

2. **Theme:** Describe your concept. Explain the proposed budget, schedule, process, and method. Explain how your piece relates to the possible themes outlined in this proposal. The description must state the length of time the proposal is valid for.

3. **Illustrations/photos:** Submit no more than ten images in correct proportion. Designs should be at least 80% complete (not conceptual) and must display media and colors, as well as completed project dimensions.

4. **Budget:** Project costs will be considered during selection. The maximum amount allocated is \$60,000.00. Include a proposed fee schedule for the art project. Attach a one page project budget in a sealed envelope attached to Set 1. Budget refers to all costs anticipated to be incurred by the artist for the design and creation of the art including performance of the services specified, but not limited to artist labor, insurance, materials costs, transportation, delivery, overhead, permits as required by City departments and anticipated fabrication and installation cost. The Artist(s) are responsible for maintenance for 1 year upon final completion of the project. Artist should include lighting costs as applicable and estimated maintenance or repair costs after the 1 year requirement as applicable.

B. Statement of Qualifications

1. **Bio.** Information on the artist or team including a brief resume.

2. References. Three professional references (particularly if you have completed any projects with any other public art programs). Please provide names and contact information.

Interested individuals and/or firms must submit their Proposal and Statement of Qualifications no later than 3:00 pm MST, Wednesday, February 25, 2015.

Please submit one (1) set of the Proposal and Statement of Qualifications. Attach budget to set one (1) in a sealed envelope. To be considered, one (1) copy of the proposal must be received at the Park City Special Events Office, 445 Marsac Avenue, 3rd Floor, P.O. Box 1480, Park City, UT 84060 no later than Wednesday, February 25, 2015 at 3 p.m.

One (1) electronic copy must be submitted. In this instance, all electronic proposals should be saved as a single PDF and may not include any additional attachments. Electronic submission cannot exceed eight (8) megabytes. If files are larger than the maximum size allowed, they may be submitted through a private Dropbox™ account directly to jenny.diersen@parkcity.org and cannot be submitted to any other parties. It is the sole responsibility of the applicant to ensure the success of the electronic submission is completed prior to the deadline as stated above. Electronic proposals with additional support documents or materials will not be accepted. The electronic submissions must be received at jenny.diersen@parkcity.org no later than Wednesday, February 25, 2015 at 3 p.m.

Limit the response to fifteen (15) pages of written material including any visual material such as sketches, photographs, etc. Please be concise. The page count does not include index, dividers or separation sheets that contain no information, or short-form resumes of team individuals. Please do not place proposals in binders or binding products - you may staple or paperclip. Submit all proposals in one envelope or package.

Proposals must be mailed (m) or delivered (d) and submitted electronically (e) to Park City Municipal Corporation,
Attn: Jenny Diersen, PAAB
Request for Proposal
Public Art for the Library Center Entry Hall
(d) 445 Marsac Avenue, Special Events Office- 3rd Floor, Park City, UT 84060
(m) P.O. Box 1480, Park City, UT 84060
(e) jenny.diersen@parkcity.org

The envelope/package must indicate the artist(s)/team(s) making the submittal and be addressed as stated above. When submitting electronically, please include the project name as stated for this RFP in the subject line.

Faxed proposals will not be accepted.

All costs related to the preparation of the proposals and any related activities are the sole responsibility of the artist(s) and/or team. The City assumes no liability for any costs incurred by offerers throughout the entire selection process.

Requests for Additional Information

Any questions concerning the submittal or the project shall be sent in written form via email inquiry to the attention of Jenny Diersen, at Park City Municipal Corporation, at jenny.diersen@parkcity.org no later than Friday, February 20, 2015 at 5 p.m. MST. Responses will be returned and posted no later than Tuesday, February 24, 2015 by 5 p.m. MST.

VII. Preparation of Proposals

A. Failure to Read. Failure to Read the Request for Proposal and these instructions will be at the offeror's own risk.

B. Cost of Developing Proposals. All costs related to the preparation of the proposals and any related activities are the sole responsibility of the offeror. The City assumes no liability for any costs incurred by offerors throughout the entire selection process.

VIII. Proposal Information

A. Equal Opportunity. The City will make every effort to ensure that all offerors are treated fairly and equally throughout the entire advertisement, review and selection process. The procedures established herein are designed to give all parties reasonable access to the same basic information.

B. Proposal Ownership. All proposals, including attachments, supplementary materials, addenda, etc., shall become the property of the City and will not be returned to the offeror.

C. Rejection of Proposals. The City reserves the right to reject any or all proposals received. Furthermore, the City shall have the right to waive any informality or technicality in proposals received when in the best interest of the City.

D. No proposal shall be accepted from, or contract awarded to, any person, firm or corporation that is in arrears to the City, upon debt or contract or that is a defaulter, as surety or otherwise, upon any obligation to the City, or that may be deemed irresponsible or unreliable by the City. Offerors may be required to submit satisfactory evidence that they have the necessary financial resources to perform and complete the work outlined in this RFP.

E. Park City Municipal Corporation's policy is, 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. Pursuant to the procurement policy, local bidders who are within 5% of the lowest bid will be extended an opportunity to meet the low bid. If they do so within 48 hours they will be awarded the contract, with possible additional negotiations.

IX. Insurance Requirements

The selected artists and/or teams will bear the entire risk of loss or damage to the work during design, fabrication, packing, shipping and installation. When the work is completely installed and

formally accepted by Park City Municipal Corporation then Park City Municipal Corporation assumes the risk of loss.

The artist and/or teams will also agree to warranty the material and workmanship of the commissioned work for a period of one year after the date of acceptance by Park City.

The selected artists and/or teams will provide and maintain and will require all subcontractors to provide and maintain, insurance to cover claims for damages for personal injury, bodily injury (including wrongful death), and property damage. The coverage will provide protection for all operations by the artist and/or teams or any subcontractor or by anyone directly or indirectly employed by either of them. All insurance shall be reviewed and approved by the Park City Legal Department.

X. Contract

The selected proposals will be required to enter into the City's standard Professional Service Provider Contract in a form to be approved by the Legal Department. Artists and/or teams are advised to thoroughly read the attached Sample Agreement, as the selected artists and/or teams will be required to comply with its requirements.

If artist and/or team takes exception to any term or condition set forth in this proposal and/or the Sample Agreement and any of its Exhibits and Attachments, said exceptions must be clearly identified in the response to this RFP. Exceptions or deviations to any of the terms and conditions must be submitted in a separate document accompanying proposal identified as "Exceptions." Such exceptions shall be considered in the evaluation and the award processes. The City shall be the sole determiner of the acceptability of any exception.

Park City Municipal Corporation reserves the right to cancel or modify the terms of this RFP and/or the project at any time and for any reason preceding contract award and reserves the right to accept or reject any or all proposals submitted pursuant to this request for proposals. Park City will provide respondents written notice of any cancellation and/or modification. Furthermore, the City shall have the right to waive any informality or technicality in proposals received when in the best interest of the City. All submittals shall be public records in accordance with government records regulations ("GRAMA") unless otherwise designated by the applicant pursuant to Utah Code Section 3-2-308, as amended. Award of contract is subject to approval by City Council.

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.

Subject to Paragraph 9 of the Provider/Professional Services Agreement, Park City Municipal Corporation retains all rights to the work product and the right to use images of the work. (Refer to attached agreement.)

The nature and extent of requested changes to our standard contract (i.e. unwillingness to comply without insurance/indemnity provision) counts against the bidder. Any contract changes must be requested and approved by the Legal Department before awarding the contract.

**PARK CITY MUNICIPAL CORPORATION
PROVIDER/PROFESSIONAL SERVICES AGREEMENT
COMMISSIONED ART**

THIS AGREEMENT is made and entered into in duplicate this ____ day of _____, 20__, by and between PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation, (“City”), and _____, a _____ (“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 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 (the “Project”, the “Work” or the “Art”). The total fee for the Project shall not exceed _____ Dollars.

2. TERM.

The term of this Agreement shall commence on the date of execution on this Agreement and shall terminate on _____, unless extended by mutual written agreement of the Parties.

Park City Municipal Corporation Provider/Professional Services Agreement

3. COMPENSATION AND METHOD OF PAYMENT.

- A. Payments for services provided hereunder shall be made as follows: fifty percent (50%) of Contract Price upon execution of this Agreement and the remaining fifty percent (50%) upon delivery of the Art and final acceptance of the Project by the City.
- 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.

RIGHT OF REFUSAL:

Prior to final acceptance of the Project by the City the City retains the right to refuse acceptance of the Project. In the event the City refuses acceptance of the Project Service Provider shall retain the fifty percent (50%) of the Contract Price remitted upon the execution of this Agreement and Title to the Project free of any claims or interest of the City, the City shall not owe any additional payments under this Agreement, and both the Service Provider and the City shall be relieved from any further obligations under this Agreement.

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

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- 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 if applicable any subcontractors 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.
- F. Original Creation: Service Provider represents and warrants that: (a) the work described in Exhibit A ("the Work") is the original creation of the Service Provider; (b) the Work is unique and an edition of one; and (c) no identical or greatly similar Work will be created by the Artist;.

5. 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.

6. RISK OF LOSS.

The Service Provider shall be responsible for the care and protection of all work performed by the Service Provider until completion of the installed Work and acceptance by the City and shall repair or restore any damaged work; provided however, that the Service Provider shall not be responsible for any damage that occurs after acceptance by the City unless such damage is caused by an act or omission of the Service Provider.

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7. 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 this Agreement.

B. No liability shall attach to the City by reason of entering into this Agreement except as expressly provided herein.

8. 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.

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The Service Provider shall increase the limits of such insurance to at least the amount of the Limitation of Judgments described in Section 63G-7-604 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. Professional Liability (Errors and Omissions) insurance written on claims made basis with limits no less than one million dollars (\$1,000,000) combined single limit per occurrence.

D. 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

E. 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, should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. The City reserves the right to request certified copies of any required policies.

F. 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.

9. TREATMENT OF ASSETS.

A. Ownership: Service Provider hereby irrevocably assigns, conveys and otherwise transfers to City and its respective successors and assigns title to the project Work and all proprietary rights thereto.

B. Duplication of Art:
(i) Service Provider hereby irrevocably assigns, conveys and otherwise transfers to City and its respective successors and assigns title to the project Work and all proprietary rights thereto. Service Provider retains all rights under the Federal

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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.

(ii) In view of the intention that the Art in its final dimension shall be unique, Service Provider shall be permitted to make duplicate copies of the Work, however Service Provider shall in good faith endeavor to differentiate the copies from the original in accordance with industry standards, for example, by reducing the size of the copy relative to the dimensions of the original and provided Service Provider acknowledges that the original Work was commissioned by and in the public art collection of Park City, Utah. Duplication of the image for notecards or postcards is permitted. Service Provider may also use depictions of the Art in personal promotional materials such as portfolios or resumes. Service Provider shall not grant permission for others to do so except with the written permission of the City.

(iii) Service Provider grants to the City and its assigns an irrevocable license to make two- and/or three-dimensional reproductions of the Art for commercial or noncommercial purposes, including but not limited to reproductions used in advertising, brochures, media publicity, fundraising, 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 Art appears and to notify the Service Provider of its efforts.

- 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

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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 9D 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.

10. COMPLIANCE WITH LAWS.

- A. The Service Provider, in the performance of this Agreement, shall comply with all applicable federal, state, and 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. Unless otherwise exempt, the Service Provider is required to have a valid Park City Business License.

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- C. The Service Provider specifically agrees to pay any applicable fees or charges which may be due on account of this Agreement.
- D. If this Agreement is entered into for the physical performance of services within Utah the Service Provider shall register and participate in E-Verify, or equivalent program. The Service Provider agrees to verify employment eligibility through E-Verify, or equivalent program, for each new employee that is employed within Utah, unless exempted by Utah Code Ann. § 63G-11-103.

11. 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.

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12. 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 program, to verify the employment status of each new employee, unless exempted by Utah Code Ann. 63G-11-103.

13. 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.

14. 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

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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.

15. PROHIBITED INTEREST.

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

16. MODIFICATIONS TO TASKS AND MISCELLANEOUS PROVISIONS.

- A. All work proposed by the Service Provider is based on current government ordinances and fees in effect as of the date of this Agreement.
- B. Any changes to current government ordinances and fees which affect the scope or cost of the services proposed may be billed as an extra or deleted from the scope, at the option of the City.

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- C. The City shall make provision for access to the property and/or project and adjacent properties, if necessary for performing the services herein.

17. TERMINATION.

- A. Either party may terminate this Agreement, in whole or in part, at any time, by at least thirty (30) days written notice to the other party. The Service Provider shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Service Provider shall promptly submit a termination claim to the City. If the Service Provider has any property in its possession belonging to the City, the Service Provider will account for the same, and dispose of it in a manner directed by the City.
- B. If the Service Provider fails to perform in the manner called for in this Agreement, or if the Service Provider fails to comply with any other provisions of the Agreement and fails to correct such noncompliance within three (3) days written notice thereof, the City may immediately terminate this Agreement for cause. Termination shall be effected by serving a notice of termination on the Service Provider setting forth the manner in which the Service Provider is in default. The Service Provider will only be paid for services performed in accordance with the manner of performance set forth in this Agreement.

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.

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- A. This Agreement has been and shall be construed as having been made and delivered within 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. ENTIRE AGREEMENT.

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

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 Avenue
Post Office Box 1480
Park City, UT 84060-1480

**Park City Municipal Corporation Service Provider/Professional Services
for Commissioned Art**

Diane Foster, City Manager

Attest:

City Recorder's Office

Approved as to form:

City Attorney's Office

**Park City Municipal Corporation Service Provider/Professional Services
for Commissioned Art**

SERVICE PROVIDER:

Name:

Address:

City/State/Zip:

Tax ID#: _____

PC Business License #: _____

Printed Name

Signature

Title

STATE OF UTAH)
) ss.
COUNTY OF SUMMIT)

On this ____ day of _____, 20__, personally appeared before me _____, whose identity is personally known to me/or proved to me on the basis of satisfactory evidence and who by me duly sworn/affirmed, did say that he/she is the _____ (title or office) of _____ Corporation by Authority of its Bylaws/Resolution of the Board of Directors, and acknowledged that he/she signed it voluntarily for its stated purpose as _____ (title) for _____, a _____ corporation.

Notary Public

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EXHIBIT “A”

SCOPE OF SERVICES