

# Park City Municipal Corporation

## REQUEST FOR PROPOSALS (RFP) FOR Park City Public Art

### For the Park City Municipal Athletic Recreation Center (PCMARC) Interior Entry Hall



The Interior Entry Hall to the Park City Municipal Athletic and Recreation Center is a premier space for the building. The space greets guests as they arrive and connects both the entry way to the athletic facilities on the second floor of the building. The space demands artwork that is visually stunning from both the entry level as well as from the second floor. The piece selected should promote a sense of play, community and discovery.

#### Contact:

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

**NOTICE**  
**REQUEST FOR PROPOSALS**  
*Park City Municipal Corporation*  
*Park City Public Art for the PCMARC Interior Entry Hall*

**PROPOSALS DUE:** Wednesday, February 8, 2017 at 4 p.m. MST.

**PROJECT NAME:** Park City Public Art for PCMARC Interior Entry Hall

**RFP AVAILABLE:** Friday, November 11, 2016 at 5 p.m.

**PROJECT LOCATION:**

Park City MARC  
Interior Entry Way  
1200 Little Kate Road  
Park City, Utah 84060

**PROJECT DESCRIPTION:**

Park City Public Art Advisory Board (PAAB) seeks proposals from an artist or artist teams to create a site specific artwork for the PC MARC Interior Entry Hall that is visually stunning from both the entry level as well as from the second floor. The piece selected should, promote a sense of play, community and discovery. 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. All mediums of art will be considered. Experience in creating large scale installations for public space is desired but not required. Total project maximum is Ten Thousand Dollars (\$10,000.00).

**PROJECT DEADLINES:**

**Complete Submissions** due by Wednesday, February 8, 2016 at 4 p.m. MST.

**Project completion** Required by Friday, March 31, 2017

**Questions?** All questions shall be submitted in writing to [jenny.diersen@parkcity.org](mailto:jenny.diersen@parkcity.org) no later than Sunday, February 5, 2017 by 12:00 p.m.(noon) MST. Responses will be returned and posted no later than Monday, February 6, 2017 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](mailto: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**

The Park City Public Art Advisory Board (PAAB) seeks proposals from an artist or artist teams to create a site specific artwork that embodies the themes of play, community, and discovery for the PC MARC 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. All mediums of art will be considered. Experience in creating large scale installations for public space is desired but not required. Total project maximum is \$10,000.00. Selected art will be installed in the PC MARC Entry Hall, which will welcome the community and visitors. The chosen piece will create a welcoming and unique visual aspect to this space and will enhance the guests experience to the building.

## **II. Purpose of Project**

Currently the Park City Public Art Advisory Board is seeking a visual art piece for the interior entry way at the PC MARC. The Interior Entry Hall to the Park City Municipal Athletic and Recreation Center is a premier space for the building. The space greets guests and as they arrive and connects both the entry way to the athletic facilities on the second floor of the building. From the project site you can also view the indoor tennis courts, climbing wall, gathering area and hallway to the outdoor tennis courts and pool.

The space demands artwork that is a visually stunning centerpiece. The piece that is selected shall be viewed from both the entry level as well as from the second floor. The piece selected should promote a sense of play, community and discovery. Artists are welcome to use any artistic media, as well as, projection of shadows or imagery onto the floor, ceiling and wall space in the Entry Hall. Any noise from the artwork should be kept to a minimum. Artwork can be two- or three-dimensional. It should be engaging, creative and welcoming to all who enter the space. The piece will be displayed for all guests of the PCMARC and which include the Park City community and many visitors.

## **III. Project Scope**



#### The PC MARC Interior Entry Way Information:

- Visitors will enter the interior entry way through a door on the south end of the PC MARC.
- Artwork can be installed between the beams or on the beams, or on the wall within space.
- Current lighting is not directional and cannot be moved, removed, blocked or covered. Additional lighting may not be installed due to power constraints.
- Power is not available for this project.
- Ventilation may not be altered, covered, blocked or removed.
- Max size dimensions. 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.
- The wall is created out of concrete with drywall.
- The steel beams 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 30 feet long.
- The interior entry hall way will be an engaging space and will also be used for gatherings, seating/study area.
- Artwork installation can be attached to wall studs. Installation will be reviewed by the Building Department.
- The artwork installation should occur between September 1 and November 16, 2016. The selected artist(s) or team will be required to coordinate schedules with the Project Manager and install the work while the building is open during its regular business hours.
- The artist or team selected is responsible for the design and creation of the art including performance of the services specified, but not limited to storage of materials, artist labor,

- insurance, materials costs, lighting, transportation, lodging, delivery, overhead, anticipated fabrication and installation cost and permits as required by City departments. The Artist(s) are responsible for maintenance of the work for 1 year after final acceptance of the project.
- The artist or team selected shall work with a Project Manager on all matters of the project including budgetary considerations, installation timelines and access to the space, as well as other items as pertains to the coordination of the project.

#### Artwork Location, Context and Constraints

The proposed location for the artwork installation is what is labeled as the "Interior Entry Hall" space. The Interior Entry Hall space shall be utilized by the public while the building is open. This is a premier space to the building. This area is envisioned as a flexible space supporting day-to-day casual lounging overlooking the athletic activities and tennis courts, as well as hosting small social gatherings.

The above space of the PC MARC Interior Entry Way is the designated location for an artwork installation. The wall is approximately 30 feet long. The bottom of the beams are approximately 10-1.5 feet above the floor. Artwork may be mounted to the existing wall, or suspended from the overhead structure, as approved by a Utah State Licensed engineer. 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 inches from the wall, from above 16 inches above the floor, to 6 feet 8 inches 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.

An image with measurements has been attached to this RFP as Exhibit A.

#### Background:

The Park City Municipal Athletic & Recreation Center (PCMARC) re-opened in January of 2012 after an extensive renovation. This state-of-the-art City-owned facility offers recreational amenities for all ages and fitness levels. Open seven days a week to residents and visitors, this 85,000 square foot facility is a community gathering place. It is staffed with certified tennis, fitness, and recreation professionals to provide a quality experience. Amenities at the facility include: three lane indoor track; seven year-round tennis courts and four outdoor courts during the summer; weight and fitness area; group fitness studios; full-size gymnasium; outdoor pools; bouldering; party and game rooms; childcare; and a pro shop.

The PCMARC is located in a residential neighborhood, surrounded by single family homes and condominiums, and is accessible by the City's free public transportation system, as well as easy vehicular access from main thoroughfares, and walking/biking routes.

#### **IV. Funding**

The total maximum allocated for this project is Ten Thousand Dollars (\$10,000.00). Partial funding for this project comes from 1% of the Solar Panel installation that occurred in 2015. All submissions

must include a proposed budget or fee schedule. The budgets or proposed fee schedule must include all costs including performance of the services specified, but not limited to storage of materials, artist labor, insurance, materials costs, lighting, transportation, lodging, delivery, overhead, anticipated fabrication and installation cost and permits as required by City departments. 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 as listed in the Public Art Advisory Board's [policy](#) (Quality, Authenticity, Engagement, Creativity, Other Considerations) as well as the project goals 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 reviews the maintenance and cleaning requirements in consideration of the final selection.
- The piece will be installed in the Interior Entry Hall to PC MARC.
- The space greets guests and as they arrive and connects the entry way to the athletic facilities on the second floor of the building. The space demands artwork that is visually stunning from both the entry level as well as from the second floor. The piece selected should promote a sense of play, community and discovery. All art media will be considered.
- Artwork should be suitable for high foot traffic area. The PC MARC sees an average of more than 260,000 visitors annually.
- 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 PC MARC as an institution who meet the patrons needs. The space will welcome a wide range of people to the PC MARC, local residence, visitors, small businesses, school groups and community organizations will also use this space as a gathering place.

### **Artist(s)/Team Requirements:**

- The artist(s)/team will be responsible for installation of his/her artwork. Installation will take place during regular business hours of the PC MARC between March 1 and 31, 2017. Any closures of the space must be approved in advance by the PC MARC and may require approval by other City Departments. Project installation may require working during late and early hours to not disrupt patrons of the PC MARC. 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 and/or Project Manager.

- 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. This will need to be approved by a Utah State Licensed engineer. The artist may hire contract labor (architects and others) needed to assist with preparation of construction drawings etc.
- 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 coordinate with staff in other City departments, the Project Manager, the Building, Planning and Engineering Departments, and Director of the PC MARC.
- An artist with experience in LEED design principles, sustainable practices and the use of repurposed materials is preferred but not mandatory.
- If utilizing third parties for completing the project, list what portion of the project will be completed by third parties and the name, if known, of the third parties.

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 PCMARC.
- 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 & maintenance plans

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 \$10,000.00
- Wise use of resources – including appropriateness of materials, style, scale and concepts in relation to the design of the PCMARC.
- 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 – Applicants should list and provide contact information for at least three 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 for their flexibility and creativity in incorporating the site, their potential ability to work with the project stakeholders and their capacity to evolve a significant and well integrated solution. Any changes to the nature of or regarding the extent of requested changes to the Standard Contract should be asked prior to submitting a proposal. Price may not be the sole deciding factor.

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, City Staff Liaison to the Public Art Board, and Youth Liaisons. 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. Proposals will be evaluated on the factors listed in Section V, Content and Goals of Proposal. 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.

## 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 5 p.m. on Wednesday, January 11, 2017, at the PC MARC Interior Entry Hall. Artist(s)/Team(s) who are interested in attending or participating, must RSVP to [Jenny Diersen](#), no later than Sunday, January 8, 2017 at 4 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, and City Staff that need to be present.

B. Proposals will be received by Park City prior to 4 p.m. on Wednesday, February 8, 2017, 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](mailto:jenny.diersen@parkcity.org) as a single PDF by 4 p.m. on Wednesday, February 8, 2017. Electronic submission cannot exceed eight (8) megabytes to the email address. If files are larger than the maximum size allowed, they may be submitted through a private Dropbox™ account directly to [jenny.diersen@parkcity.org](mailto: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. Proposals lacking required information will not be considered.

C. A Selection Committee comprised of City Staff, as described in Section V, will review all submitted RFPs. The selection committee will meet on the week of February 13<sup>th</sup>, 2017.

D. The selection committee may find it necessary to conduct interviews. All interviews for selection process will be conducted no later than Friday, February 17<sup>th</sup>, 2017.

E. Award of the contract is subject to approval by City Council. It is anticipated that City Council will vote on the contract award by Thursday, February 23, 2017.

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 than Friday, March 31, 2017.

## 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 also include 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.

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 Ten Thousand Dollars (\$10,000.00). Include a proposed fee schedule for the art project. 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, storage, lighting and materials costs, transportation, delivery, overhead, park city business license, anticipated fabrication, installation cost, and permits as required by City departments. The Artist(s) are responsible for maintenance for one (1)

year upon final acceptance of the project. Artist should estimate maintenance or repair costs as applicable.

**B. Statement of Qualifications**

1. **Bio.** Information and brief resume(s) on the artist and members of team. \_
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 4p.m. MST, Wednesday, February 8, 2017.

Please submit one (1) set of the Proposal and Statement of Qualifications. Provide your projected budget as an attachment it to your Proposal and Statement of Qualifications. To be considered, one (1) proposal must be received at the Park City Special Events Office, 445 Marsac Avenue, 3<sup>rd</sup> Floor, P.O. Box 1480, Park City, UT 84060 no later than 4p.m. MST, Wednesday, February 8, 2017.,

AND

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 to the email address. If files are larger than the maximum size allowed, they may be submitted through a private Dropbox™ account directly to [jenny.diersen@parkcity.org](mailto: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](mailto:jenny.diersen@parkcity.org) no later than 4p.m. MST, Wednesday, February 8, 2017.

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 hand-delivered (d) and submitted electronically (e) to Park City Municipal Corporation,  
Attn: Jenny Diersen, PAAB  
Request for Proposal  
Public Art for the Park City Municipal Athletic & Recreation Center (PCMARC)  
(d) 445 Marsac Avenue, Special Events Office- 3<sup>rd</sup> Floor, Park City, UT 84060  
(m) P.O. Box 1480, Park City, UT 84060

**AND**

(e) [jenny.diersen@parkcity.org](mailto: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 offerors 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](mailto:jenny.diersen@parkcity.org) no later than Sunday, February 6, 2017 at 12 p.m.(noon) MST. Responses will be returned and posted no later than Monday, February 7, 2017 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 offerors 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 offerors. 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 offerors.

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.

### **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. Once the work is completely installed and formally accepted by Park City Municipal Corporation, and after the one (1) year warranty period 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 (1) 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. A minimum insurance naming the City as additionally insured will be required in the amount of 1 million dollars per occurrence/ 2 million dollars aggregate, as well as proof of workers comp. Auto liability insurance may also be required. All insurance shall be reviewed and approved by the Park City Attorney's Office.

### **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 (Exhibit B) 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 63G-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.

DRAFT

inseam lip on Beam: 37 1/8" (both sides)  
vents: 17 inches tall x 25 inches wide

height of Beam  
21 3/8 inches

width of Beam  
11 ft. 1 3/8 inches.



Wall mount to outer most edge of light fixture: 2 ft. 5 1/2"

10 ft. 1 1/2"

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

THIS AGREEMENT is made and entered into in duplicate this \_\_\_\_ day of \_\_\_\_\_, 2017, by and between PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation, (“City”), and \_\_\_\_\_, an individual (“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 is \$10,000.00 (ten thousand dollars) and shall not exceed \$12,000.00 (twelve thousand) Dollars.

**2. TERM.**

The term of this Agreement shall commence on the date of execution on this Agreement and shall terminate on April 1, 2017 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.

### **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 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.

## **Park City Municipal Corporation Provider/Professional Services Agreement**

- 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 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.

### **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

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

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 one million dollars (\$1,000,000) combined single limit per occurrence and two million dollars (\$2,000,000) 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 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. 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

C. 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.

D. 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.

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

### **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 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 not make any additional exact duplication or reproductions of the final Art, nor shall Service Provider grant permission to others to do so except with the written permission of the City; provided however, that the Service Provider may use depictions of the Art in personal promotional materials such as portfolios or resumes, and techniques and design elements from the project in creation of other Art in body of work.
- (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, the City will use reasonable efforts to provide the Service Provider an opportunity to purchase the Art from the City. However, no liability shall attach the City by virtue of this section.

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

- 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.
  
- 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.**

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

- 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.

### **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.

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

- 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 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, the City will work to cure discrepancies with the Service Provider within the parameters and scope of the project. Any additional costs to the project due to discrepancies will be the responsibility of the Service Provider. The Service Provider must mend the dispute within a timeline of no more than 5 business days or request in written form for an extension. 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

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

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.
- 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

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

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.**

- 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.**

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

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

\_\_\_\_\_  
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 \_\_\_\_\_, 2017, 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

**EXHIBIT A**

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

## **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 Park City Municipal Athletic Recreation Center (PC MARC) Interior Entry Hall Public Art Project, Title of Artwork, 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:**

**2. Project Description:**

**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 –March 31, 2017

Service Provider shall deliver the Art to the Project Site and install the Art pursuant to the approved Construction Documents on or before March 31, 2017. 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.

**5. Artist to insert Scope of Work with images or drawings and budget**