



**Park City Municipal Corporation
("PCMC" or "City")**

REQUEST FOR PROPOSALS (NON-BID) FOR

***Sculptural Artwork from remnants of Daly West
Headframe***



Respondents or their agents are instructed not to contact City employees, agents or contractors of the City, selection committee members, the Mayor's office or staff, members of the City Council, or attempt to externally manipulate or influence the procurement process in any way, other than through the instructions contained herein, from the date of release of this RFP to the date of execution of the agreement resulting from this solicitation. City, in its sole discretion, may disqualify a Respondent for violation of this provision.

REQUEST FOR PROPOSALS (NON-BID)

PCMC is inviting proposals from qualified persons or firms (“Respondent”) to create sculptural artwork from the remnants of the Daly West Headframe. The artwork will be located just east of Bonanza Drive on the Rail Trail.

PROPOSALS DUE: By Wednesday, August 2, 2023, at 5:00 p.m.

Submit proposals electronically to *Jenny Diersen, Staff Liaison to Public Art Advisory Board*, via email to jenny.diersen@parkcity.org. The proposals will be opened after the submission deadline.

In the event of difficulty submitting proposals electronically, proposals can be dropped off at the office of the City Recorder, located at 445 Marsac Avenue, Third Floor – Executive Department, Park City, UT 84060. Proposals submitted to the City Recorder should be delivered on a zip drive. No paper copies should be submitted.

RFP AVAILABLE: The RFP will be available on Friday, June 23, 2023, on the PCMC website. Any modifications to the RFP or responses to questions submitted will be added as an addendum to the RFP posted on the PCMC website. It is the responsibility of Respondents to regularly check for addenda.

QUESTIONS: All questions regarding this RFP must be submitted in writing to jenny.diersen@parkcity.org by Monday, July 17, 2023, at 5:00 p.m. **Please do not submit the same question multiple times.**

PRE-PROPOSAL MEETING: A pre-proposal meeting will be held at 2:00 p.m. on Monday, July 10, 2023, at the Mine Bench, **7700 Marsac Avenue, Park City, Utah**. Attendance is strongly encouraged, and RSVP is required for all Respondents. Requests for reasonable accommodation at the pre-proposal meeting may be made no later than 48 hours in advance to the Project Contact above. Accommodation may include alternative formats, interpreters, and other auxiliary aids.

PROJECT LOCATION: Artwork will be installed adjacent to Bonanza Drive and near the Rail Trail. See **Exhibit “A”** attached hereto and incorporated herein for site location.

PROJECT DESCRIPTION (brief): The City seeks an artist to create a large-scale sculpture that relates to Park City’s mining era from the remnants of the Daly West Headframe. The selected artist will be provided and use approximately 25 linear feet of steel from the Daly West Headframe and be responsible for transporting it for project execution and delivery. While we hope the artist will use the steel that is provided, the artist should return any remaining steel after the project is completed.

PROJECT DEADLINE: We have a preference for the artwork to be installed no later than Monday, October 30, 2023. If there are pre-existing scheduling conflicts with the Respondent, the alternative deadline is June 7, 2024.

FUNDING: The total project maximum funds available are \$60,000.

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

CONTACT: Jenny Diersen, Staff Liaison to Public Art Advisory Board
Jenny.diersen@parkcity.org

Proposals will remain valid for 90 days after submission. PCMC reserves the right to reject any or all proposals received for any reason. Furthermore, PCMC reserves the right to change dates or deadlines related to this RFP. PCMC also reserves the right to waive any informality or technicality in proposals received when in the best interest of PCMC.

I. Introduction & Background.

The long and important history of the mining legacy in Park City is a backbone for our sense of pride and an authentic community. At one time, more than 300 mines operated in Park City; the last working mine closed in 1982. Approximately 20 prominent and historic mine structures exist today, many of which are seen while skiing, hiking, or mountain biking on our trails.

The Daly-West Mine, located near the Montage Deer Valley and Empire Canyon Lodge, was founded in the 1880s. The mining building burned almost to the ground in 1913, including a wooden headframe. A new building was constructed in 1914 which included a large steel headframe used to raise and lower two different elevator platforms into the mine shaft. On Easter in 1974 the surrounding building again burned, leaving the steel headframe as a remnant. In May 2015, a cave-in around the mind shaft caused the headframe to collapse into the cavity. In 2020, Empire Pass Master Owners Association and Park City Municipal Corporation funded a project to restore the Daly West Headframe, which was raised on June 23, 2022.

After the restoration of the headframe, approximately two tons of remnant steel remain. The Friends of Ski Mountain Mining History donated the remnant steel to Park City Municipal Corporation which has agreed to commission a large-scale public sculpture with the metal.

Helpful background information is available here:

<https://d3n9y02raazwpg.cloudfront.net/parkcity/49a03d2f-27cc-11ed-8da8-0050569183fa-01133467-6d34-44a8-a801-0746aa501208-1673475194.pdf> (page 157)

<https://parkcityhistory.org/mining/daly-west-mine/>

<https://westernmininghistory.com/mine-detail/10014901/>

<https://www.railstotrails.org/trailblog/2010/november/01/utahs-historic-union-pacific-rail-trail-state-park/>

<https://utahrails.net/articles/up-park-city.php>

II. Scope of Project.

The City seeks proposals from artist(s)/teams to submit three-sculptural artwork that encompasses Park City's mining era, and the Daly West Headframe. Artworks may also incorporate the history of the Union Pacific Rail (currently Rail Trail). The project goals include creating a large-scale

sculpture that serves as a gateway or entrance to the Rail Trail and helps tell the history of Park City's mining legacy. Artwork must follow the theme. Artwork that does not follow the theme will not be considered.

The location, site map and image of materials for the proposed project is outlined in **Exhibit "A"**. A successful Respondent should have prior experience in executing similar projects. The artwork should be suitable for high foot traffic areas and will need to withstand year-round weather conditions in Park City, Utah. The selected artist will be responsible for necessary permits, and transporting the remnant steel from the Daly West Headframe which is located at the Mine Bench in Park City, Utah, to the artist's studio as applicable, and then to the final site for construction and installation. Any left over steel will need to be given back to Park City.

III. Contents of Proposal and Evaluation Criteria.

A. Required content and minimum qualifications.

The proposal must include:

- **Bio** – information and brief resume, focusing on the past three years. Include information about experience in building large scale artworks.
- **Experience & References** – A statement detailing your experience in creating large-scale artworks from upcycled material. Respondents should include no less than three references including names, phone numbers, and emails.
- **Proposal** – Describe your proposal for this project. Explain the proposed timeline for installation, functionality, and maintenance of the proposed material (including maintenance and cleaning), construction schedule, budget, process, and method to complete the project. The proposal should include a mock-up or rendering of the proposed sculpture that is no less than 80% complete.
- **Budget** – Include a proposed budget of projected costs to be incurred by the service provider, including the performance of services specified, labor, travel/transportation, insurance, materials, permits, and any other costs.

Proposals will be evaluated on the criteria listed below. Proposals are limited to 10 pages.

If Respondent proposes to use a third party (subcontractor, sub-consultant, etc.) for completing all or a portion of the scope of work requirements, state the name and identify the portion of the scope of work to be completed by a third party.

Possible Additional Projects – The remainder of the steel not used in the sculpture for the City may be suitable for up to two additional works to be funded and commissioned at a future date by the Friends of Ski Mountain Mining History. If you are interested in finding out more about this opportunity, please contact Sandy Brumley at sandy_brumley@yahoo.com. This is a separate project from the one outlined in this document.

B. Evaluation Criteria.

Each selection committee member shall use the evaluation criteria and percentage weights below to establish their own ranking of the Respondents. The committee shall then use these individual rankings to establish an aggregate ranking of all the accepted proposals. The Evaluation Criteria and Basis for the Award are attached hereto as **Exhibit “B”** and incorporated herein.

General and Specialized Experience – (30%): (a) Respondent's ability, capacity, and skill to perform or provide the required services; (b) Respondent's demonstrated ability with respect to quality, authenticity (artwork shall be original, not identical or reproduced), availability, and adaptability of the supplies or contractual services; (c) Respondent's organizational and financial history.

Past Performance and Experience of Proposed Personnel - (20%); (a) Respondent's references, and examples of past projects; (b) Respondent can achieve the timeline as noted in the RFP; (c) Respondent's process and method to complete project. This includes that the artwork shall be safe, accessible, and durable as it pertains to Park City's year round climate. Lighting and site preparations should be considered.

Plan of Operation/Performance - (50%): (a) quality of Respondent's operation/performance plan, creativity including their concept through vision, thoughts, ideas, feelings and use of materials and other areas. Artwork may be innovative or imaginative and should have the ability to transcend traditional ideas or techniques, create new meaningful interpretations and inspire the community and our imagination; (b) Respondent's plan to contribute to City's defined goals, in particular community engagement, environmental sustainability (including constructing the sculpture from the repurposed material) and mining legacy surrounding the project.

The selection committee will consider all documents, the presentation/interview if applicable, the response to the RFP, information gained while evaluating responses, and any other relevant information to make its determination. The

committee will select the Respondent who, in the committee's sole judgment, is best able to provide Utility Box Printing Services.

NOTE: Price may not be the sole deciding factor.

PCMC reserves the right to reject any and all proposals for any reason. Proposals lacking required information will not be considered. The award of a contract may be subject to approval by City Council.

IV. Government Records Access and Management Act.

All submittals will be treated as public records in accordance with the requirements of the Government Records Access and Management Act, Title 63G, Chapter 2 of the Utah Code ("GRAMA") unless otherwise designated by the Respondent pursuant to Utah Code §63G-2-309, as amended. The burden of claiming an exemption from disclosure shall rest solely with each Respondent. Respondent shall submit any materials for which Respondent claims a privilege from disclosure marked as "Confidential" and accompanied by a statement from Respondent supporting the exemption claim. PCMC shall make reasonable efforts to notify Respondent of any GRAMA requests for documents submitted under an exemption claim. Respondent waives any claims against PCMC related to disclosure of any materials pursuant to GRAMA. Please note the following:

- a. Respondent must not stamp all materials confidential. Only those materials for which a claim of confidentiality can be made under GRAMA, such as trade secrets, pricing, non-public financial information, etc., should be stamped.
- b. Respondent must submit a letter stating the reasons for the claim of confidentiality for every type of information that is stamped "Confidential." Generally, GRAMA only protects against the disclosure of trade secrets or commercial information that could reasonably be expected to result in unfair competitive injury. Failure to timely submit a written basis for a claim of "Confidential" may result in a waiver of an exemption from disclosure under GRAMA.
- c. For convenience, a Business Confidentiality Request Form (BCR Form) is attached to this RFP as **Attachment 1**. The Respondent must submit a completed BCR Form at the time of submission of any proposal.

V. Ethics.

By submission of a proposal, Respondent represents and agrees to the following ethical standards:

REPRESENTATION REGARDING ETHICAL STANDARDS: Respondent represents that it has not: (1) provided an illegal gift or payoff to a city officer or employee or former city officer or employee, or his or her relative or business entity; (2) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, or brokerage or contingent fee, other than bona fide employees of bona fide commercial selling agencies for the purpose of securing business; (3) knowingly breached any of the ethical standards set forth in the City's conflict of interest ordinance, Chapter 3.1 of the Park City Code; or (4) knowingly influenced, and hereby promises that it will not knowingly influence, a city officer or employee or former city officer or employee to breach any of the ethical standards set forth in the City's conflict of interest ordinance, Chapter 3.1 of the Park City Code.

VI. Selection Process.

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

The selection process will proceed on the following anticipated schedule:

- a. Monday, August 7, 2023 - A selection committee comprised of qualified persons, which may include the Public Art Advisory Board, Staff Liaison to the Park City Public Art Advisory Board, other City staff representatives from Engineering, Building, Trails and Public Works, and representatives from other public and private stakeholders, such as the Friends of Ski Mining Mountain History, will open, review and evaluate all proposals.
- b. Wednesday, August 9, 2023 - The selection committee may conduct interviews with the highest-ranked Respondents. If applicable, interview requirements will be provided to those Respondents selected for further consideration.
- c. Friday, August 11, 2023 - Final selection of the top-ranked proposal and preparation of the contract.
- d. Tuesday, August 29, 2023 – Final approval by City Council with a public hearing.
- e. Week of September 4, 2023 – Estimated contract execution.

Following completion of the evaluation and establishment of the ranking, negotiations for contract purposes may be initiated with the top-ranked Respondent. In the event that an agreement is not reached, PCMC may enter into negotiations with the next highest-ranked Respondent.

VII. PCMC Standard Agreement Required.

- a. The successful Respondent will be required to enter into PCMC'S standard Service Provider/Professional Services Agreement - Art. A form of the standard agreement is attached to this RFP as **Exhibit "C"** and incorporated herein.
- b. **ANY REQUEST FOR CHANGES RELATED TO INDEMNIFICATION OR INSURANCE PROVISIONS CONTAINED IN PCMC'S STANDARD AGREEMENT MUST BE SUBMITTED NO LATER THAN THE PROPOSAL/SUBMITTAL DEADLINE. ANY REQUESTED CHANGES TO PCMC'S STANDARD INSURANCE AND INDEMNIFICATION PROVISIONS MAY BE APPROVED IN THE SOLE DISCRETION OF PCMC. THE NATURE AND EXTENT OF REQUESTED CHANGES TO OUR STANDARD CONTRACT, COUNTS AGAINST THE BIDDER.**

A Respondent must be authorized to do business in Utah at the time of contract execution. If the Respondent's address is within the 84060 zip code, a valid PCMC business license is required.

VIII. General Provisions.

- a. No Representations or Warranty. It is the responsibility of each Respondent to carefully examine this RFP and evaluate all of the instructions, circumstances and conditions which may affect any proposal. Failure to examine and review the RFP and other relevant documents or information will not relieve Respondent from complying fully with the requirements of this RFP. Respondent's use of the information contained in the RFP is at Respondent's own risk and no representation or warranty is made by PCMC regarding the materials in the RFP.
- b. Cost of Developing Proposals. All costs related to the preparation of the proposals and any related activities are the sole responsibility of the Respondent. PCMC assumes no liability for any costs incurred by Respondents throughout the entire selection process.
- c. Equal Opportunity. PCMC will make every effort to ensure that all Respondents are treated fairly and equally throughout the advertisement, review and selection process. The procedures established herein are designed to give all parties reasonable access to the same basic information.

- d. Proposal Ownership. All proposals, including attachments, supplementary materials, addenda, etc., will become the property of PCMC and will not be returned to the Respondent.
- e. Modification of RFP. PCMC reserves the right to cancel or modify the terms of this RFP and/or the project at any time and for any reason preceding the contract execution. PCMC will provide written notice to Respondents of any cancellation and/or modification.
- f. Financial Responsibility. No proposal will be accepted from, or contract awarded to, any person, firm or corporation that is in arrears to PCMC, upon debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to the PCMC, or that may be deemed irresponsible or unreliable by PCMC. Respondents may be required to submit satisfactory evidence demonstrating the necessary financial resources to perform and complete the work outlined in this RFP.
- g. Local Businesses. PCMC's policy is to make reasonable attempts to support local businesses by purchasing goods and services through local vendors and service providers, subject to Federal, State, and local procurement laws.

Exhibits

Attachment 1 – Request for Protected Status

Exhibit A – Project Location, Site and Materials

Exhibit B – Evaluation Criteria and Basis for Award

Exhibit C – Draft Service Provider/Professional Services Agreement - Art

Attachment 1

REQUEST FOR PROTECTED STATUS

(Business Confidentiality Claims under Utah's Government Records Access and Management Act ("GRAMA"), Utah Code § 63G-2-309)

I request that the described portion of the record provided to Park City Municipal Corporation be considered confidential and given protected status as defined in GRAMA.

Name: _____

Address: _____

Description of the portion of the record provided to Park City Municipal Corporation that you believe qualifies for protected status under GRAMA (identify these portions with as much specificity as possible) (attach additional sheets if necessary): _____

The claim of business confidentiality is supported by (please check the box/boxes that apply):

- () The described portion of the record is a trade secret as defined in Utah Code § 13-24-2.
- () The described portion of the record is commercial or non-individual financial information the disclosure of which could reasonably be expected to result in unfair competitive injury to the provider of the information or would impair the ability of the governmental entity to obtain the necessary information in the future and the interest of the claimant in prohibiting access to the information is greater than the interest of the public in obtaining access.
- () The described portion of the record would cause commercial injury to, or confer a competitive advantage upon a potential or actual competitor of, a commercial project entity as defined in Utah Code § 11-13-103(4).

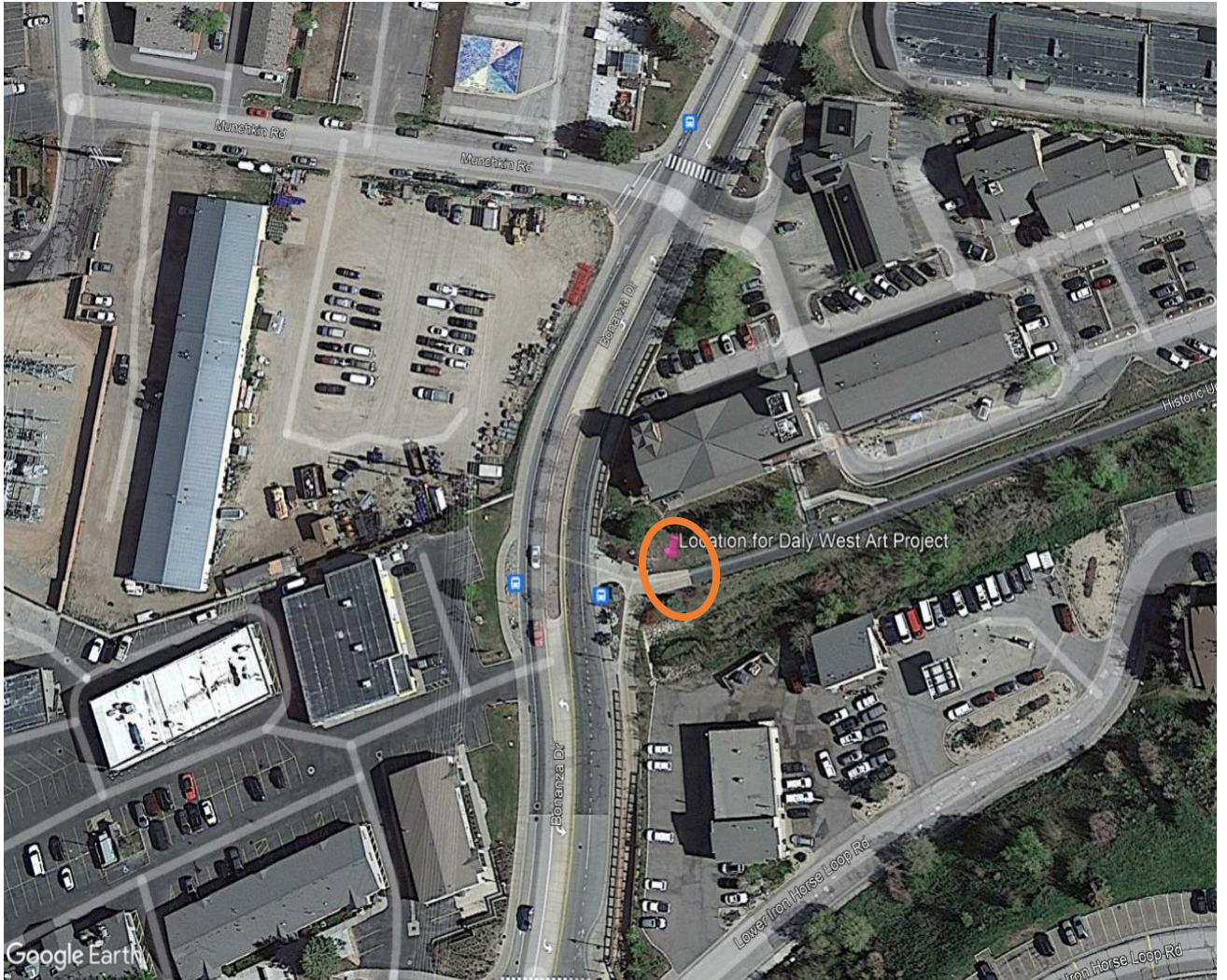
REQUIRED: Written statement of reasons supporting a business confidentiality claim as required by Utah Code § 63G-2-305 (1) –(2) (attach additional sheets if necessary):

NOTE: Claimant shall be notified if the portion of the record claimed to be protected is classified as public or if the determination is made that the portion of the record should be disclosed because the interests favoring access outweigh the interests favoring restriction of access. Records claimed to be protected under this business confidentiality claim may not be disclosed until the period in which to bring the appeal expires or the end of the appeals process, including judicial appeal, **unless the claimant, after notice, has waived the claim by not appealing the classification within thirty (30) calendar days.** Utah Code § 63G-2-309(2).

Signature of Claimant: _____

Date: _____

Exhibit A –Locations, Site and Materials



OVERVIEW

Major sections consist of:

- 19 foot highly mangled z-riveted section
- 18 foot highly mangled straight plate section
- 12 foot z-riveted section
- 8 foot straight plates section
- 7 foot 6 in z-rivet section
- 6 foot z-riveted section
- 8+5+11 foot highly mangled section

For a total of 76 undifferentiated liner feet

We also have:

- 2 boxes of miscellaneous smaller pieces



19 FOOT Z-RIVETED HIGHLY MANGLED SECTION



**18 FOOT
HIGHLY MANGLED
STRAIGHT PLATES**



12 FOOT Z-RIVETED STRAIGHT SECTION



8 FOOT STRAIGHT PLATES SECTION



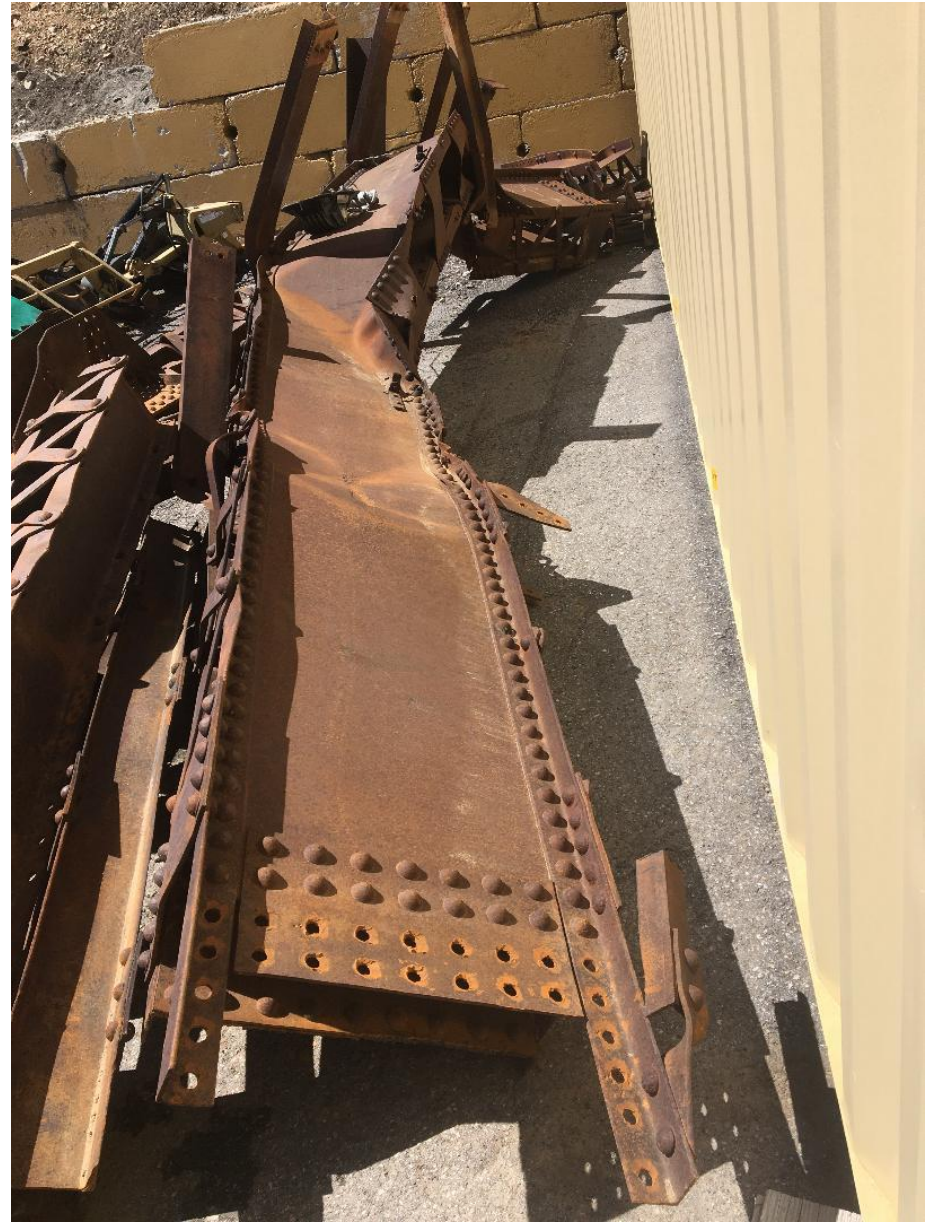
6 FOOT Z-RIVETED SECTION



**7 FOOT Z-RIVETED
SLIGHTLY MANGLED
SECTION**



**8 + 5 + 11 FOOT
HIGHLY MANGLED SECTION**



BOX 1 SMALL PIECES



BOX 2 SMALL PIECES



Exhibit B – Evaluation Criteria

Exhibit B: Evaluation Criteria and Basis for Award

**Request for Proposals
Daly West Headframe Artwork**

**Section IV. Content of Proposal and
Evaluation Criteria and Basis for Award**

- A. Initially, a review of each proposal will be completed by Special Events, Engineering to ensure compliance with the terms, conditions, and requirements of the RFP. Any proposals that fail to meet all the Minimum Qualifications listed in Section IV of the RFP may be deemed non-responsive.

Each selection committee member shall use the evaluation criteria and percentage weights below to establish their own ranking of the Respondents. The committee shall then use these individual rankings to establish an aggregate ranking of all the acceptable proposals.

1. General and Specialized Experience – (30%)
 - a. Respondent's ability, capacity, and skill to perform or provide the required services, listed in Section IV of the RFP.
 - b. Respondent's demonstrated ability with respect to quality, authenticity (artwork shall be original and not identical or reproduced), availability, and adaptability of the supplies and contractual services.
 - c. Respondent's organizational and financial history.
2. Past Performance and Experience of Proposed Personnel - (20%)
 - a. Respondent's references and examples of past projects.
 - b. Respondent can achieve the timeline as noted in the RFP.
 - c. Respondent's Process and method to complete the project. This includes that the artwork shall be safe, accessible, durable as pertains to Park City's year round climate. Lighting and Sight preparations should be considered.
3. Plan of Operation/Performance - (50%)
 - a. Quality of Respondent's operation/performance operation/performance plan, creativity including their concept through vision, thoughts, ideas, feelings and use of materials and other areas.

Exhibit B: Evaluation Criteria and Basis for Award

Artwork may be innovative or imaginative and should have the ability to transcend traditional ideas or techniques, create new meaningful interpretations and inspire community and our imagination.

- b. Respondent's plan to contribute to City's defined goals, in particular community engagement, environmental sustainability (including constructing the sculpture from repurposed materials) and mining legacy surrounding the project.

B. INTERVIEWS

The City reserves the right to conduct interviews with the highest-ranked Respondent(s). Interview requirements will be provided to those Respondent(s) selected for further consideration. Respondents are reminded that the selection committee shall look at the reasonableness of all aspects of the proposal and shall, in the selection committee's sole judgment, choose the Respondent with the best overall proposal.

Exhibit C - Service Provider/Professional Services Agreement – Art

Exhibit C – DRAFT Service Provider Contract - Art

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

This Service Provider/Professional Services Agreement – Commissioned Art (the “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 _____, 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 shall not exceed _____ Dollars (\$_____).

The City has designated Jenny Diersen, Staff Liaison to the Park City Public Art Advisory Board, or their designee as City’s Representative, who shall have authority to act on the City’s behalf with respect to this Agreement consistent with the budget contract policy.

Exhibit C – DRAFT Service Provider Contract - Art

2. **TERM.**

No work shall occur prior to the issuance of a Notice to Proceed which cannot occur until execution of this Agreement, which execution date shall be commencement of the term and the term shall terminate on Monday, October 30, 2023 or earlier, unless extended by mutual written agreement of the Parties.

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.
- 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. **RECORDS.**

The City is subject to the requirements of the Government Records Access and Management Act, Chapter 2, Title 63G, Utah Code Annotated, 1953, as amended and Park City Municipal Code Title 5 ("GRAMA"). All materials submitted by Service Provider pursuant to this Agreement are subject to disclosure unless such materials are exempt from disclosure pursuant to GRAMA. The burden of claiming an exemption from disclosure rests solely with Service Provider. Any materials for which Service Provider claims a privilege from disclosure based on business confidentiality shall be submitted marked as "confidential - business confidentiality" and accompanied by a concise statement from Service Provider of reasons supporting its claim of business confidentiality. Generally, GRAMA only protects against the disclosure of trade secrets or commercial information that could reasonably be expected to result in unfair competitive injury. The City will make reasonable efforts to notify Service Provider of any requests made for disclosure of documents submitted under a claim of confidentiality. Service Provider specifically waives any claims against the City related to any disclosure of materials pursuant to GRAMA.

6. **INDEPENDENT CONTRACTOR RELATIONSHIP.**

- A. The parties intend that an independent Service Provider/City relationship will be created by this Agreement. No agent, employee, or representative of the Service Provider shall be deemed to be an employee, agent, or representative of the City for any purpose, and the employees of the Service Provider are not entitled to any of the benefits the City provides for its employees. The Service Provider will be solely and entirely responsible for its acts and for the acts of its agents, employees,

subcontractors or representatives during the performance of this Agreement.

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

7. SERVICE PROVIDER EMPLOYEE/AGENTS.

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

8. 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.

9. 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 negligent 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.

10. **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 (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) 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. Automobile Liability insurance with a combined single limit of not less than Two Million Dollars (\$2,000,000) each accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of owned, hired, and non-owned motor vehicles. This policy must not contain any exclusion or limitation with respect to loading or unloading of a covered vehicle.
- C. Workers Compensation insurance and Employers Liability coverage with Workers Compensation limits complying with statutory requirements, and Employer's Liability Insurance limits of at least One Million Dollars (\$1,000,000) each accident, One Million Dollars (\$1,000,000) for bodily injury by accident, and One Million Dollars (\$1,000,000) each employee for injury by disease.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of Park City Municipal Corporation for all work performed by the Service Provider, its employees, agents and subcontractors.

- D. Park City Municipal Corporation, its officers, officials, employees, and volunteers are to be covered as additional insureds on general liability and auto liability insurance policies, with respect to work performed by or on behalf of the Service Provider including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed 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. Should any of the above described policies be cancelled before the expiration date thereof, Service Provider shall deliver notice to the City within thirty (30) days of cancellation. The City reserves the right to request certified copies of any required policies.
- E. The Service Provider's insurance shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- F. For any claims related to this Service Provider/Professional Services Agreement, the Service Provider's insurance coverage shall be primary insurance coverage with respect to Park City Municipal Corporation, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by Park City Municipal Corporation, its officers, officials, employees, or volunteers shall be excess of the Service Provider's insurance and shall not contribute with it.

11. **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.
- 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 11(D) above.

- F. Warranty: If, within one (1) 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 as 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 2 and Paragraph 4 herein. The establishment of the time period of one (1) 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.

12. COMPLIANCE WITH LAWS AND WARRANTIES.

- 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 an equivalent program. The Service Provider agrees to verify employment eligibility through E-Verify, or an equivalent program, for each new employee that is employed within Utah, unless exempted by Utah Code Ann. § 63G-12-302.

- E. Service Provider shall be solely responsible to the City for the quality of all services performed by its employees or sub-contractors under this Agreement. Service Provider hereby warrants that the services performed by its employees or sub-contractors will be performed substantially in conformance with the standard of care observed by similarly situated companies providing services under similar conditions.

13. NONDISCRIMINATION.

Any Service Provider that enters into an agreement for goods or services with Park City Municipal Corporation or any of its boards, agencies, or departments shall:

- A. Implement an employment nondiscrimination policy prohibiting discrimination in hiring, discharging, promoting or demoting, matters of compensation, or any other employment- related decision or benefit against a person otherwise qualified, because of actual or perceived race; color; sex; pregnancy, childbirth, or pregnancy- related conditions; age, if the individual is 40 years of age or older; religion; national origin; disability; sexual orientation; gender identity; genetic information; or military status.
- B. In the performance of this Agreement, Service Provider shall not discriminate on account of actual or perceived race; color; sex; pregnancy, childbirth, or pregnancy-related conditions; age, if the individual is 40 years of age or older; religion; national origin; disability; sexual orientation; gender identity; genetic information; or military status.

- C. Incorporate the foregoing provisions in all subcontracts or assignments hereunder and take such actions as may be required to ensure full compliance with the provisions of this policy.

14. 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. Any assignment made without the prior express written consent of the City, as required by this paragraph, shall be deemed null and void.
- B. Any work or services assigned hereunder shall be subject to each provision of this Agreement and proper 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 an equivalent program, to verify the employment status of each new employee, unless exempted by Utah Code § 63G-12-302.

15. 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.

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 five (5) business days or request in written form for an extension. 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 by 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 Art so long as such access does not interfere with the progress and timing of Service Provider's work.

16. PROHIBITED INTEREST, NO THIRD PARTY RIGHTS AND NO GRATUITY TO CITY EMPLOYEES.

- A. No member, officer, or employee of the City shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.
- B. Nothing herein is intended to confer rights of any kind in any third party.
- C. No City employee who has procurement decision making authority and is engaged in the procurement process, or the process of administering a contract may knowingly receive anything of value including but not limited to gifts, meals, lodging or travel from anyone that is seeking or has a contract with the City.

17. 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 “extra” pursuant to Paragraph 3, 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.

18. 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.

19. NOTICE.

Notice provided for in this Agreement shall be sent by certified mail to the addresses designated for the parties below. Notice is effective upon the date it was sent, except that a notice of termination pursuant to Paragraph 19 is effective upon receipt. All reference to “days” in this Agreement shall mean calendar days.

20. 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.

21. 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 the 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.

22. SEVERABILITY AND NON-WAIVER.

- 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.

- C. It is agreed by the parties that the forgiveness of the non-performance of any provision of this Agreement does not constitute a subsequent waiver of the provisions of this Agreement. No waiver shall be effective unless it is in writing and signed by an authorized representative of the waiving party.

23. 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.

- 24. COUNTERPARTS.** This Agreement may be executed in counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument.

- 25. ELECTRONIC SIGNATURES.** Each party agrees that the signatures of the parties included in this Agreement, whether affixed on an original document manually and later electronically transmitted or whether affixed by an electronic signature through an electronic signature system such as DocuSign, are intended to authenticate this writing and to create a legal and enforceable agreement between the parties hereto.

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

PARK CITY MUNICIPAL CORPORATION, a
Utah municipal corporation
445 Marsac Avenue
Post Office Box 1480
Park City, UT 84060-1480

Matt Dias, City Manager

Attest:

City Recorder's Office

Approved as to form:

City Attorney's Office

THE CITY REQUIRES THE SERVICE PROVIDER TO COMPLETE EITHER THE NOTARY BLOCK OR THE UNSWORN DECLARATION, WHICH ARE BELOW.

(INSERT SERVICE PROVIDER), an individual

Address: _____

Tax ID#: _____

PC Business License #: _____

Printed Name

Signature

Title

DRAFT

STATE OF _____)

COUNTY OF _____)

On this ____ day of _____, 20____, _____
(name of document signer) personally appeared before me , whose identity is personally known to me or proven on the basis of satisfactory evidence, and who by me duly sworn/affirmed, that he/she acknowledged to me that he/she executed the _____ (name of document being signed).

Notary Public

DRAFT

I declare under criminal penalty under the law of Utah that the foregoing is true and correct. Signed on the ___ day of _____, 20___, at _____ (insert State and County here).

Printed name _____

Signature: _____

DRAFT

EXHIBIT "A"
SCOPE OF SERVICES:

DRAFT

Daly-West Artwork RFP Questions & Answers

Q. What are the permit requirements for the project?

A. This depends on the proposal, however, you will need a building permit, which will require stamped drawings by a licensed Utah Engineer. A business license would only be required if you are a full-time business in Park City limits. The City will waive the cost of City permits associated with this project and will work with the selected artist through the permitting processes. It is likely that a member of the Building Team may be part of the selection committee or review the selected project before the recommendation to City Council.

Q. What is the timeline for the project? Can you clarify the completion date?

A. Submissions are due by Wednesday, August 2, at 5 p.m. There are two dates in the RFP for completion: October 30, 2023, or June 30, 2024. We recognize that this is a major project and the timeline is tight. Artists should include a summary of their proposed timeline, understanding their workload, for when they propose to complete the project. Artists would have challenges installing the work from November 1 to May 31, due to winter conditions in Park City, so that timeframe could be used to build work in the studio to prepare for installation on the site. We anticipate Council will approve the selected artist at the August 29 meeting (as outlined in the RFP).

Q. Do you need any physical proposals or maquette?

A. The City does not require any physical (paper copies) of the proposal. Everything should be submitted digitally as outlined in the RFP. A single PDF is preferred. We do not require a maquette, but digital renderings should provide information on the scale of the proposal.

Q. Are there additional materials the artist could use from the Pacific Rail company? Can you talk about why that history is relevant to the site?

A. There are great links in the RFP. The Rail Trail was the old Union Pacific Rail Trail that brought goods and passengers to many people in the Park City community. The Mining Era economy depended on it. We do not have any materials from the Union Pacific but an artist could reach out to the rail companies to see if they have any additional material they would be willing to provide.

Q. Are there blueprints of the Daly West Headframe that artist could get for the artwork?

A. Please reach out to Friends of Ski Mining Mountain Legacy to see if they have blueprints. Sandy's contact is listed in the RFP.

Q. What are the Contractor requirements?

A. Artist will need to know how to pull Building Permits and may want a General Contractor to assist them through this. All plans will need to be submitted and reviewed by the Building Department, which will require Engineering and a licensed Engineer from the State of Utah Stamp. We do not accept stamps from other states per code. Artists should consider this in their budget.

Q. What about insurance requirements?

A. Insurance requirements for the project are outlined in the sample contract which is an attachment to the RFP. Please take time to read through this sample contract and work with your broker to confirm insurance costs. Requests to waive or reduce insurance requirements will count against the respondent and should be addressed at the time of the application submittal.

Q. What is the specific location for the sculpture?

A. Artist can propose the location within the general area identified. A site-specific map should be included in the proposal with an estimated size of the artwork. We will not be removing any trees, or existing infrastructure with the exception of the small ladder golf play structure. Artists may propose to use both or one side of the trail. Artwork may go “over” the trail but we recommend artwork being at least 12 feet tall for clearance over the trail.

Q. The Arts District is adjacent to the site for the artwork. What are the plans for the Property?

A. The City is in the middle of a feasibility study and small area plan. There is a meeting on Wednesday, July 19 if you want to attend and provide input.

Q. Who owns the lighting by the street and the site? Can lighting be used to illuminate the artwork?

A. The lighting near the site is the City’s. Any lighting associated with the project should be considered as part of the proposal. City has an ordinance on dark skies so any lighting needs to be downlit. Lighting is not a requirement of the project.

Q. How would an artist load/unload to the installation site?

A. The Rail trail entry corridor is a highly traveled space. During construction, the City will work with the selected respondent to come up with a mitigation plan to either detour or slow down traffic in the area. Some artists who have done artwork along the trail have engaged passersby and this may be something the artist considers. Loading and unloading will be challenging from Bonanza (due to traffic), but we will work with the artist to develop a plan for staging needs.

Q. Is there access to power on-site?

A. We can look to see if there is any power on the site. Respondents may also need to consider generators for power.

Q. Can the artist have additional material?

A. Friends of Ski Mining Mountain Legacy is willing to consider additional material. Their goal is to make sure all material is used, and they may separately commission other sculptures. If artists request additional metal, they should place it in the proposal to be considered.

Q. Is it possible to plant around the sculpture to match the landscaped area?

A. If the artist would like to include additional landscaping it should be included in the proposal. We will have to re-seed the disturbed area. The city will provide the seed mix to match the existing grasses.

Q. How big is the area where the sculpture can be?

A. Artists can use any of the spaces on either side or both sides of the pathway. Some artists on the site tour came and took measurements. Artists should have estimated the size of their proposed artwork as part of the proposal.

Q. There is a ladder golf game on the site. Will this be removed?

A. Yes, the City will help remove this game if needed for the artwork. The artist should include this in their proposal if needed. The ladder golf isn't used anymore.

Q. Are there height regulations for the artwork?

A. In general we would suggest at least 12 feet tall if the artwork goes over the rail trail. If the artwork is on the sides of the rail trail and does not create an "arch" over the trail, the artwork could be shorter or taller as the artist proposes.

Q. Does the trail get groomed in the winter? What are the setbacks artist need to consider?

A. The trail does get groomed in the winter from time to time. The artist should propose the exact site and when we work with the selected artist we will confirm any setbacks.

Q. Are there any soil items that need to be considered for installation?

A. The surrounding site is mine tailings. Artists need to plan to place soil back on the site. Hauling soil is expensive and would need to be considered as part of the artist's budget.

Q. Are there any concerns for the creek that runs adjacent to the trail and site?

A. The water department will end up diverting the creek when the Three Kings Water Treatment Plant comes online later this summer. Some water may still run in the creek but there will likely be times during the year when the creek runs dry.

Q. Can the artist propose two options as an A/B scenario?

A. The board typically likes to see a project proposal with 80% completion. If artists have multiple ideas, they should submit multiple proposals.

Q. I am not able to attend the pre-submission meeting. Can you provide photos of what metal looks like?

A. Images of the metal are included in the RFP. Please refer to the document for additional information.

Q. There are several pieces of old rail wood in the Art District. Could this be used by the artist?

A. The wood at the Art District will not be available for the project.

Q. I was unable to attend the pre-submission meeting. Was the meeting recorded?

A. The meeting was not recorded, but we wrote all questions and answers asked and included it in this summary.