PROFESSIONAL SERVICES AGREEMENT (MINOR)

This Professional Services Agreement – Minor ("Agreement") is between PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation ("PCMC"), and TIMPANOGOS CUSTOM SIGNS LLC, A UTAH LIMITED LIABILITY COMPANY, DBA VISIBILITY SIGNS & GRAPHICS (the "Service Provider").

PCMC and Service Provider want to enter into an agreement for the Service Provider to perform the services and tasks as specified below.

The parties therefore agree as follows:

ARTICLE 1 – SCOPE OF SERVICES.

- A. <u>Scope of Services</u>. Service Provider shall perform the services and tasks identified and designated as Service Provider responsibilities throughout this Agreement and as outlined in **Schedule A** attached to this Agreement ("**Scope of Services**").
- B. <u>Service Provider Representative</u>. Service Provider designates **Aaron Maravilla** as the authorized representative vested with the authority to act on behalf of the Service Provider. Service Provider may change its designated representative by providing written notice to PCMC.
- C. <u>PCMC Representative</u>. PCMC designates **Stephanie Valdez** or their designee as its representative who has the authority to act on behalf of PCMC.

ARTICLE 2 - TERM.

This Agreement will become effective as of the date the last party signed it as indicated by the date associated with that party's signature. The term of this Agreement ends at midnight on 06/30/24, unless terminated sooner or extended as provided in this Agreement.

ARTICLE 3 – COMPENSATION, INVOICING, AND PAYMENT.

- A. <u>Compensation</u>. For performance of the Scope of Services, PCMC shall pay a total fee in an amount not to exceed \$ 25,139.00. Any work performed beyond the defined Scope of Services requires a written request from PCMC. Compensation for such additional work shall adhere to the terms outlined in **Schedule B**, if attached. In the absence of a **Schedule B**, any compensation for extra work shall be determined based on a mutually agreed upon written agreement between both parties.
- B. <u>Invoicing and Payment</u>. Payments for services provided hereunder shall be 50% at the time of execution of this contract and 50% after completion of the project. PCMC shall pay Service Provider within 30 days of receipt of each invoice. Requests for earlier

payment will be considered if a discount is offered for the earlier payment. For services that remain unpaid for a period exceeding 60 days, interest will accumulate at a rate of six percent per annum.

ARTICLE 4 – SERVICE STANDARDS AND COMPLIANCE WITH LAWS.

- A. <u>Service Standards</u>. Service Provider shall be responsible for the quality of all services performed by its employees, agents, subcontractors, and all other persons (collectively, "**Subcontractors**") performing any services under this Agreement. All services shall be executed with competence and in conformity with the standard of care, diligence, and skill typically exercised by professionals within the Service Provider's field.
- B. <u>Conformance to Laws</u>. In providing services under this Agreement, Service Provider and its Subcontractors shall comply with all applicable federal, state, PCMC, and other local laws, regulations, and ordinances, including applicable licensure and permit requirements, regulations for certification, operation of facilities, and accreditation, employment laws, and any other standards or criteria described in this Agreement.
- C. <u>E-Verify</u>. Service Provider shall register and participate in E-Verify or an equivalent program for each employee employed within the state of Utah if this Agreement is entered into for the physical performance of services within Utah, unless exempted by Utah Code § 63G-12-302. Service Provider shall require that each of its Subcontractors, at every tier, certify under penalty of perjury that each Subcontractor has registered and is participating in E-Verify or an equivalent program, to the extent applicable.

ARTICLE 5 – RECORDS AND INSPECTIONS.

- A. <u>Records</u>. Service Provider shall keep any records, documents, invoices, reports, data, information, and all other material regarding matters covered, directly or indirectly, by this Agreement for six years after expiration of this Agreement. This includes everything necessary to properly reflect all expenses related to this Agreement and records of accounting practices necessary to assure proper accounting of all expenses under this Agreement.
- B. <u>Inspection of Records</u>. Service Provider shall make all of the records referenced in this section available for inspection to PCMC, its authorized representatives, the State Auditor, and other government officials authorized to monitor this Agreement by law. Service Provider must permit PCMC or its authorized representative to audit andinspect any data or other information relating to this Agreement. PCMC reserves the right to initiate an audit of the Service Provider's activities concerning this Agreement, at the expense of PCMC, utilizing an auditor selected by PCMC.
- C. <u>Government Records Access and Management Act</u>. PCMC is subject to the requirements of the Government Records Access and Management Act, Title 63G, Chapter 2 of the

Utah Code ("GRAMA"). All materials submitted by Service Provider related to this Agreement are subject to disclosure unless the materials are exempt from disclosure under GRAMA. The burden of claiming an exemption from disclosure rests solely with Service Provider. Any materials for which Service Provider claims an exemption from disclosure based on business confidentiality as provided in Utah Code § 63G-2-309 (or successor provision) must be marked as "Confidential" and accompanied at the time of submission by a statement from Service Provider explaining the basis for the claim. Generally, GRAMA only protects against the disclosure of trade secrets or commercial information that could reasonably be expected to result in unfair competitive injury. PCMC 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 PCMC related to disclosure of any materials pursuant to GRAMA.

ARTICLE 6 – RELATIONSHIP OF PARTIES.

- A. <u>Independent Contractor</u>. The parties intend that Service Provider is an independent contractor and not an employee of PCMC. Except as specifically provided in this Agreement, the parties intend that Service Provider has no authority to act on behalf of PCMC.
- B. <u>Subcontractor Relationship</u>. The Service Provider shall have full control and authority over performance and activities of its Subcontractors throughout the execution of this Agreement. It is the sole responsibility of Service Provider to ensure that its Subcontractors adhere to the terms and conditions outlined in this Agreement. Furthermore, Service Provider shall bear full responsibility for any actions or omissions of its Subcontractors.
- C. <u>Treatment of Assets</u>. Neither party will have an interest in the intellectual property owned or licensed by the other party, unless otherwise agreed by the parties in writing. PCMC will become the owner of all deliverables, work product, and other materials specifically created by the Service Provider and its Subcontractors under this Agreement.

ARTICLE 7 – INDEMNIFICATION.

- A. <u>Definitions</u>. In this Agreement, the following definitions apply:
 - (1) "Indemnifiable Losses" means the aggregate of Losses and Litigation Expenses.
 - "Litigation Expense" means any reasonable out-of-pocket expense incurred in defending a Proceeding or in any related investigation or negotiation, including court filing fees, court costs, arbitration fees, witness fees, and attorneys' and other professionals' fees and disbursements.

- (3) "Loss" means any amount awarded in, or paid in settlement of, any Proceeding, including any interest but excluding any Litigation Expenses.
- (4) "Proceeding" means any investigation, claim, judicial, administrative, or arbitration action or lawsuit, or other cause of action of every kind or character, brought by third parties against PCMC, its agents, employees, or officers, that arises out of this Agreement or the performance of this Agreement by Service Provider or its Subcontractors or subconsultants of any tier, or anyone acting under Service Provicder's direction or control, including after the expiration or termination of this Agreement.
- B. <u>Indemnification</u>. Service Provider shall indemnify PCMC and its agents, employees, and officers against all Indemnifiable Losses arising out of a Proceeding, except to the extent the Indemnifiable Losses were caused by the negligence or willful misconduct of PCMC.
- C. <u>Obligation to Defend</u>. Service Provider shall, at its sole cost and expense, defend PCMC and its agents, employees, and officers from and against all Proceedings, provided that Service Provider is not required to defend PCMC from any Proceeding arising from the sole negligence of PCMC or its agents, employees, or officers.
- D. <u>Tender</u>. Service Provider's obligation to defend will arise upon PCMC's tender of defense to Service Provider in writing. If PCMC fails to timely notify Service Provider of a Proceeding, Service Provider will be relieved of its indemnification obligations to the extent that Service Provider was prejudiced by that failure. Upon receipt of PCMC's tender of defense, if Service Provider does not promptly notify PCMC of its acceptance of the defense and thereafter duly and diligently defend PCMC and its agents, employees, and officers, then Service Provider shall pay and be liable for the reasonable costs, expenses, and attorneys' fees incurred in defending the Proceeding and enforcing this provision.
- E. <u>Legal Counsel</u>. To assume the defense, Service Provider must notify PCMC of their intent to do so. Promptly thereafter, Service Provider shall retain independent legal counsel that is reasonably acceptable to PCMC.
- F. <u>Settlement</u>. After Service Provider assumes the defense of a Proceeding, Service Provider may contest, pay, or settle the Proceeding without the consent of PCMC only if that settlement (1) does not entail any admission on the part of PCMC that it violated any law or infringed the rights of any person, (2) provides as the claimant's sole relief monetary damages that are paid in full by Service Provider, and (3) requires that the claimant release PCMC and its agents, employees, and officers from all liability alleged in the Proceeding.
- G. <u>Waiver</u>. Service Provider expressly agrees that the indemnification provision herein

constitutes the Service Provider's waiver of immunity under Utah Code § 34A-2-105 for the purposes of this Agreement. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement. No liability shall attach to PCMC by reason of entering into this Agreement except as expressly provided herein.

- H. <u>No Limitation</u>. The indemnification obligations of this Agreement shall not be reduced by a limitation on the amount or type of damages, compensation, or benefits payable by or for the Service Provider or Subcontractor under workers' compensation acts, disability benefits acts, or other employee benefit acts.
- I. <u>Interpretation</u>. The parties intend that the indemnity and defense provisions in this Article shall be interpreted so as to be enforceable to the fullest extent permitted by law, but nothing herein shall be interpreted to violate public policy.
- J. <u>Environmental Indemnity</u>. Service Provider shall indemnify PCMC, its agents, employees, and officers for any Indemnifiable Losses from a Proceeding arising out of Service Provider's violation of federal, state, or local environmental laws or regulations, and shall include but not be limited to all cleanup and remedial costs, diminution in value of property, and any fines or fees imposed as a result.

ARTICLE 8 - INSURANCE.

At its own cost and expense, Service Provider shall maintain the following mandatory insurance coverage to protect against claims for injuries to persons or property damage that may arise from or relate to the performance of this Agreement by Service Provider, its agents, representatives, employees, or Subcontractors for the entire duration of this Agreement or for such longer period of time as set forth below. Prior to commencing any work, Service Provider shall furnish a certificate of insurance as evidence of the requisite coverage. The certificate of insurance must include endorsements for additional insured, waiver of subrogation, primary and non-contributory status, and completed operations.

- A. <u>Automobile Liability Coverage</u>. Service Provider shall maintain automobile liability insurance with limits as required by statutory law.
- B. <u>Workers' Compensation Insurance and Employer's Liability</u>. Service Provider shall maintain workers' compensation insurance with limits not less than the amount required by statute, and employer's liability insurance limits of at least \$1,000,000 each accident, \$1,000,000 for bodily injury by accident, and \$1,000,000 each employee for injury by disease. The workers' compensation policy must 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.

- C. <u>Umbrella/Excess Coverage</u>. The insurance limits required by this section may be met by either providing a primary policy or in combination with umbrella / excess liability policy(ies). To the extent that umbrella/excess coverage is used to satisfy the limits of coverage required hereunder, the terms of such coverage must be following form to, or otherwise at least as broad as, the primary underlying coverage, including amending the "other insurance" provisions as required so as to provide additional insured coverage on a primary and non-contributory basis, and subject to vertical exhaustion before any other primary, umbrella/excess, or any other insurance obtained by the additional insureds will be triggered.
- D. <u>Insured Parties</u>. Each policy and all renewals or replacements, except those policies for Professional Liability, and Workers Compensation and Employer's Liability, must name PCMC (and its officers, agents, and employees) as additional insureds on a primary and non-contributory basis with respect to liability arising out of work, operations, and completed operations performed by or on behalf of Service Provider.
- E. <u>Waiver of Subrogation</u>. Service Provider waives all rights against PCMC and any other additional insureds for recovery of any loss or damages to the extent these damages are covered by any of the insurance policies required under this Agreement. Service Provider shall cause each policy to be endorsed with a waiver of subrogation in favor of PCMC for all work performed by Service Provider, its employees, agents, and Subcontractors.
- F. <u>Quality of Insurance Companies</u>. All required insurance policies must be issued by insurance companies qualified to do business in the state of Utah and listed on the United States Treasury Department's current Department of Treasury Fiscal Services List 570, or having a general policyholders rating of not less than "A-" in the most current available A.M. Best Co., Inc.'s, Best Insurance Report, or equivalent.
- G. <u>Cancellation</u>. Should any of Service Provider's required insurance policies under this Agreement be cancelled before the termination or completion of this Agreement, Service Provider must deliver notice to PCMC within 30 days of cancellation. PCMC may request and Service Provider must provide within 10 days certified copies of any required policies during the term of this Agreement.
- H. Additional Coverage. Notwithstanding anything to the contrary, if Service Provider has procured any insurance coverage or limits (either primary or on an excess basis) that exceed the minimum acceptable coverage or limits set forth in this Agreement, the broadest coverage and highest limits actually afforded under the applicable policy(ies) of insurance are the coverage and limits required by this Agreement and such coverage and limits must be provided in full to the additional insureds and indemnified parties under this Agreement. The parties expressly intend that the provisions in this Agreement will be construed as broadly as permitted to be construed by applicable law

- to afford the maximum insurance coverage available under Service Provider's insurance policies.
- I. No representation. In specifying minimum Service Providers insurance requirements, PCMC does not represent that such insurance is adequate to protect Service Provider from loss, damage or liability arising from its work. Service Provider is solely responsible to inform itself of types or amounts of insurance it may need beyond these requirements to protect itself.

ARTICLE 9 - NONDISCRIMINATION.

- A. <u>Nondiscrimination</u>. Service Provider shall not discriminate against any employee or applicant for employment because of race; ethnicity; color; 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; or military status.
 - (1) <u>Policy</u>. Service Provider shall implement an employment nondiscrimination policy, if Service Provider does not already have such a policy, to effectuate the prohibition in this section; and
 - (2) <u>Subcontractor Flow-Through</u>. Service Provider shall incorporate the foregoing non-discrimination provisions in all subcontracts or assignments under this Agreement and take action as required to ensure full compliance with the provisions of this non-discrimination policy.

ARTICLE 10 – ASSIGNMENT/SUBCONTRACTING.

- A. <u>Assignment</u>. Service Provider shall not assign any portion of its performance under this Agreement without PCMC's written consent. Consent must be sought in writing by the Service Provider not less than 30 days before the date of any proposed assignment. PCMC reserves the right to reject assignment without cause. Any purported transfer in violation of this section will be void.
- B. <u>Subcontracting</u>. Service Provider shall obtain advance written consent from PCMC for any Subcontractor not identified in the Scope of Services.

ARTICLE 11 – TERMINATION.

A <u>Convenience</u>. Either party may terminate this Agreement for any reason or no reason by giving the other party at least 30 days' prior written notice. This Agreement will terminate at midnight at the end of the 30th day after that notice is effective. Service Provider must be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination, according to the provisions of this Agreement.

B. <u>For Cause</u>. If Service Provider fails to comply with any provision of this Agreement and fails to correct noncompliance within three days of having received written notice, PCMC may immediately terminate this Agreement for cause by providing a notice of termination to Service Provider.

ARTICLE 12 – NOTICES.

A. <u>Notice Addresses</u>. For a notice or other communication to a party under this Agreement to be valid, it must be addressed using the information specified below for that party or any other information specified by that party in a notice delivered in accordance with this section.

To PCMC: Park City Municipal Corporation

P.O. Box 1480

Park City, UT 84060-1480 Attn: City Attorney's Office PCMC Notices@parkcity.org

With a copy to:

PCMC's Representative pursuant to Article 1.C.

 PCMC's City Recorder at_ michelle.kellogg@parkcity.org.

To Service Provider: Visibility Sign Company, LLC

2255 S. 5370 W.

West Valley City, UT 84120 aaron@visibilitysign.com

- B. <u>Delivery</u>. A notice or other communication under this Agreement will be effective if it is in writing and received by the party to which it is addressed. It will be deemed to have been received as follows: (1) upon receipt as stated in the tracking system of a delivery organization that allows users to track deliveries; (2) when the intended recipient signs for the delivery; (3) when delivered by email to the intended recipient with a read receipt, an acknowledgement of receipt, or an automatic reply.
- C. <u>Refusal or Inability to Deliver</u>. If the intended recipient rejects or otherwise refuses to accept delivery, or if it cannot be delivered because of a change of address for which no notice was given, then delivery is effective upon that rejection, refusal, or inability to deliver.
- D. <u>Time of Delivery</u>. If a notice or other communication addressed to a party is received after 5:00 p.m. on a business day at the location specified in the address for that party, or on a day that is not a business day, then the notice will be deemed received at 9:00 a.m. on the next business day.

ARTICLE 13 – MISCELLANEOUS PROVISIONS.

- A. <u>Entire Agreement</u>. This Agreement constitutes the entire understanding between the parties regarding the subject matter of this Agreement.
- B. <u>Modification and Waiver</u>. To be effective, any modification to this Agreement or to the Scope of Services must be in writing and signed by both parties. No waiver under this Agreement will be effective unless it is in writing and signed by the party granting the waiver (in the case of PCMC, by an individual authorized by PCMC to sign the waiver). A waiver granted on one occasion will not operate as a waiver on other occasions.
- C. <u>Timely Performance</u>. Service Provider shall complete the Scope of Services by any applicable deadline stated in this Agreement. Service Provider is liable for all reasonable damages to PCMC incurred as a result of Service Provider's failure to timely perform the Scope of Services required under this Agreement.
- D. <u>Governing Law, Jurisdiction, Venue</u>. Utah law governs all adversarial proceedings arising out of this Agreement or the subject matter of this Agreement. As the exclusive means of bringing adversarial proceedings to resolve any dispute arising out of this Agreement or the subject matter of this Agreement, a party may bring such a proceeding in courts of competent jurisdiction in Summit County, Utah.
- E. Severability. The parties acknowledge that if a dispute between the parties arises out of this Agreement or the subject matter of this Agreement, it would be consistent with the wishes of the parties for a court to interpret this Agreement as follows: (1) with respect to any provision that it holds to be unenforceable, by modifying that provision to the minimum extent necessary to make it enforceable or, if that modification is not permitted by law, by disregarding that provision; (2) if an unenforceable provision is modified or disregarded in accordance with this section, by holding that the rest of the Agreement will remain in effect as written; (3) by holding that any unenforceable provision will remain as written in any circumstances other than those in which the provision is held to be unenforceable; and (4) if modifying or disregarding the unenforceable provision would result in failure of an essential purpose of this Agreement, by holding the entire Agreement unenforceable.
- F. <u>No Non-Party Rights</u>. Nothing in this Agreement is intended to grant rights of any kind to any non-party or create third-party beneficiary rights of any kind.
- G. <u>Force Majeure</u>. For purposes of this Agreement, a Force Majeure Event means any event or circumstance, regardless of whether it was foreseeable, that was not caused by that party and that prevents a party from complying with any of its obligations under this Agreement, but a Force Majeure Event will not include any strike or labor unrest, an increase in prices, a change in general economic conditions, or a change of law. A party

that is prevented by the occurrence of a Force Majeure Event from performing any one or more obligations under this Agreement will not be liable for any failure or delay in performing those obligations, on condition that the non-performing party uses reasonable efforts to perform. The non-performing party shall promptly notify the other party of the occurrence of a Force Majeure Event and its effect on performance. Thereafter, the nonperforming party shall update the other party as reasonably necessary regarding its performance. The nonperforming party shall use reasonable efforts to limit damages to the other party and to complete its full performance under this Agreement.

Each party is signing this Agreement on the date stated opposite that party's signature.

PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation

		DocuSigned by:
Date: April 29, 2024	By:	Matt Dias
		Matt 19183 ^{2E86E246E}
		City Manager
Attest:		
Docusigned by: Wickelle Kellogg		
City Recorders Office		
Approved as to form:		
DocuSigned by:		
Marjaret Hane		
City Attorney4s Office		

	TIMPANOGOS CUSTOM SIGNS, LLC a Utah limited liability company, dba VISIBILITY SIGNS & GRAPHICS
	Tax ID #: 86-2874042
Date: 4/25/2024	By: <u>laron Maravilla</u>
	Aal ² on ² fotatata
	V.P. Sales & Marketing
	An authorized signer

SCHEDULE A – SCOPE OF SERVICES

EXHIBIT "A"

PUBLIC ART SIGNAGE SCOPE OF SERVICES

Service Provider will install plaque signs and pedestal stands on 73 pieces of art that are part of the Public Art Collection throughout Park City. This includes printing and installing custom high-pressure laminate plaques on multiple art installations. The list of locations is attached to this scope of work.

The City will provide the artwork's title and artist statement to the Service Provider, who will provide an initial mock-up and production file setup. The Service Provider will provide two weeks for the City to review and provide any needed edits.

A 3M-certified team will perform the installation. Service Provider will install each sign on the selected art pieces. Service Provider estimates that sign installation will take 20 to 60 minutes. The estimated installation and travel time to install signs is 72 hours.

The City will be responsible for any permitting needs.

Estimated Timeline:

Week of April 25, 2024: Service Provider receives art inventory and begins mock-ups.

Week of April 29, 2024: City approves signs.

Week of May 13, 2024: 21 Wall plague installations.

Week of May 20, 2024: 20 Wall plaque installations

Week of May 27, 2024: 27 Pedestal stand installations.

Week of June 30, 2024: Completion date.



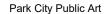
Park City Public Art

Enriching and connecting the Park City community through visual art in public spaces

en español

General Art

Park City's Public Art program was started in the 1980's by local art enthusiasts and businesses. For over 40 years the collection has aimed to inspire a complete community, and celebrate Park City's vibrant history, culture and environment. The thriving arts program has commissioned over 100 works by local, regional and national artists.







Park City Ice Arena Banners
Bob Commander



Symphony of MovementJoshua Wiener



SurroundingDanielle Wyckoff



Wild City - Open Spaces
Emily Herr



Miners Hospital Judy Taylor



Van's Mural Erin D. Garcia, Jillian Evelyn



Park City Old Town Transit Center Mural Marianne Cone



Franz the Bear Michele vandenHeuvel



Loosey The Moose
Brent Brimhall



Park City's Pride - North Lobby Wall
Thomas Elmo Williams



Park City's Pride - East Lobby Wall
Thomas Elmo Williams



Untitled 1 Thomas Elmo Williams



Untitled 2 Thomas Elmo Williams



Sheltering Aspens Koryn Rotstad



AirJorge Blanco



"Thoughts, Ideas, and Emotions: A Tribute to Jackson Pollock"
The Jeremy Ranch Elementary School Parent Teacher Organization (MIA Program)



Imagine Park City 2: Untitled
Anna Leigh Moore



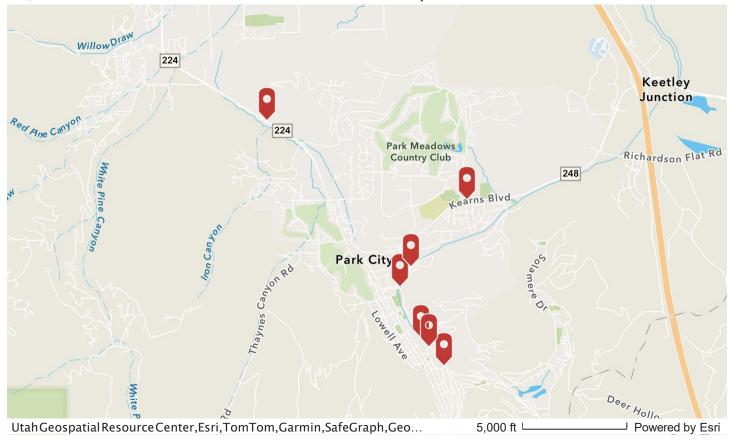
Imagine Park City 3: The Sky's the Limit Lauren Penze



Imagine Park City 4: Untitled
Libby Peterkort

Tunnel Murals

Park City's extensive pedestrian pathway includes tunnels built under intersections with roads, allowing users to avoid automobile traffic. Local Utah artists transformed these dark tunnels with vibrant works of art. The artwork and tunnels encourage people to walk or ride bicycles rather than driving. The pathway use reduces traffic and helps the environment.





Life in the Ontario Mine, Poison Creek Trail Tunnel Mural Paul Jakubowski



Bonanza Tunnel Benjamin Wiemeyer



Comstock Tunnel MuralSue Galusha and Park City High School art students



A Sacred Community
Danny Stephens, Miguel Galex, Jessika Jeppson



Tunnel VisionBill Louis



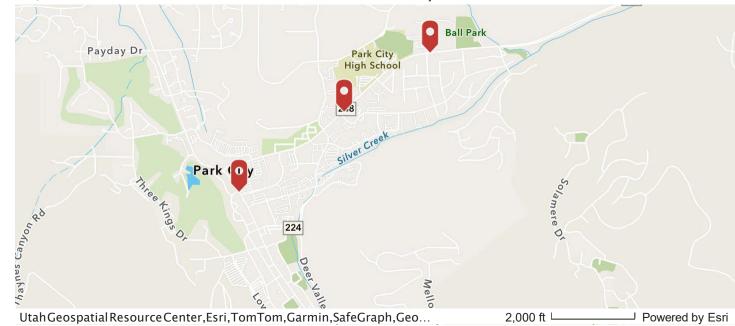
Old Town Transit Center Tunnel Mural Chuck Landvatter



Deer Valley Drive Tunnel Mural Trent Call

Empowerment

In partnership with Rocky Mountain Power, the Park City Public Art Board called on local professional and amateur artists to create original 2-D works to wrap utility boxes in various locations in Park City. The title EmPOWERment reflects the community's critical priority of energy, and the artwork seeks to beautify public utility and infrastructure. Artworks by 6 artists and 10 student groups from the Jeremy Ranch Elementary School Masterpieces in Art (MIA) program adorn 9 utility boxes throughout the city. Original works and prints of the artwork are on display in City Hall in the 3rd floorhallway.





EmPOWERment 1 - Fountainhead Utility BoxBridgette Meinhold



EmPOWERment 2 - Jeremy Ranch Elementary MIA Program (East) Util...

Jeremy Ranch Elementary MIA Program



EmPOWERment 3 - Jeremy Ranch Elementary MIA Program (West) Ut...

Jeremy Ranch Elementary MIA Program



EmPOWERment 4 - Park City's Natural Beauty Utility Box Vivian O'Malley



EmPOWERment 5 - Wild Wasatch Utility Box Anna Leigh Moore



EmPOWERment 6 - Blueprint for the Future Utility Box Cara Means



EmPOWERment 7 - Floating Farmer Fair Utility Box Libby Peterkort



EmPOWERment 8 - Recycle Reuse Reduce Utility BoxDori Pratt



EmPOWERment 9 - Jeremy Ranch Elementary MIA Program Butterflie... Jeremy Ranch Elementary 1st Grade MIA Program and Karen Werner

Bus Shelters

Building on a town legacy of art in connection with public transportation, eight Park City bus shelter artworks help beautify and connect the communities they serve. Each shelter, designed by a local artist, reflects an aspect of life and culture in Park City, and enriches the use of public transit.





Waves, Planes and Parallels
John Helton



Under the Cover of a Good Book

William R. Littig, Cordell Taylor, Bernardo Flores-Sahagun, Jared P. Brown



Dragon

William R. Littig, Cordell Taylor, Bernardo Flores-Sahagun, Jared P. Brown



Wild Star Marisa Robbins



Dogs of BarkCity

William R. Littig, Cordell Taylor, Bernardo Flores-Sahagun, Jared P. Brown



Up in Flames

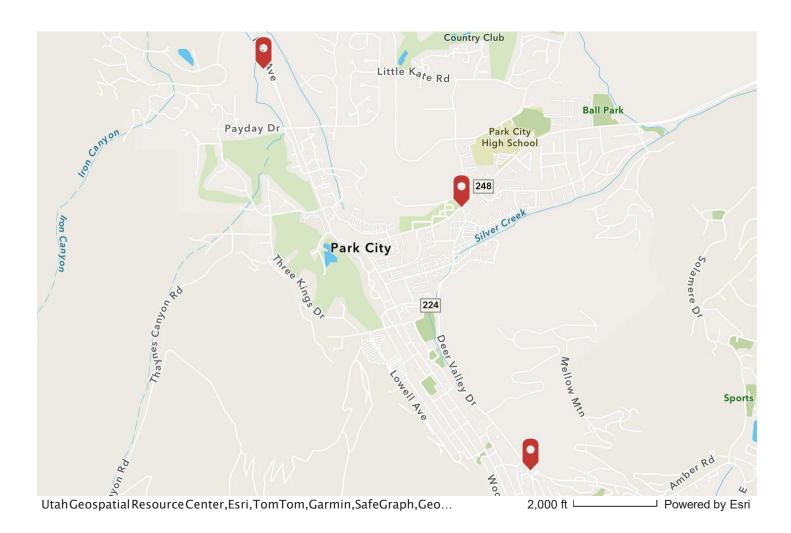
William R. Littig, Cordell Taylor, Bernardo Flores-Sahagun, Jared P. Brown



Art KidsBob Commander and Arts Kids

Olympic Collection

The 2002 Olympic Winter games brought athletes and visitors to Park City from around the world. Artworks built in connection to the games helped to define the event and continue to celebrate Park City as a world class athletic venue.





Olympic Welcoming Legacy Cauldron Chris Coleman



Making Tracks
Cliff Garten, G. Brown Design Inc.



Olympic Flame William J. Kranstover, Malia Denali

Pantheon of Muses

"A Pantheon of Muses" is a series of nine column-mounted sculptures displayed on the South Plaza of the Old Town Transit Center. The muses are sister goddesses from Greek mythology and the daughters of Zeus, each of whom is regarded as the protectress of a different form of art or science. Each muse was created by a different artist or pair of artists and holds a unique interpretation of the muse's qualities. The original work was completed for the 2002 Olympics with a grant from the Federal Transit Authority and consisted of seven muses. "Euterpe" the muse of Lyrical Poetry (music) by artist Rachel Slick and "Melpomene" the muse of Tragedy, by Alexi Alexiev were commissioned by the Park City Public Art Board in 2007 to complete the set.





Lith St → Powered by Esri 20 ft L



Calliope Gary Anderson



Kerri Buxton, Brad Taylor



Thalia **Darl Thomas**



Melpomene Alexi Alexiev



EratoWilliam J. Kranstover



TerpsichoreEd Dolinger



Urania William R. Littig



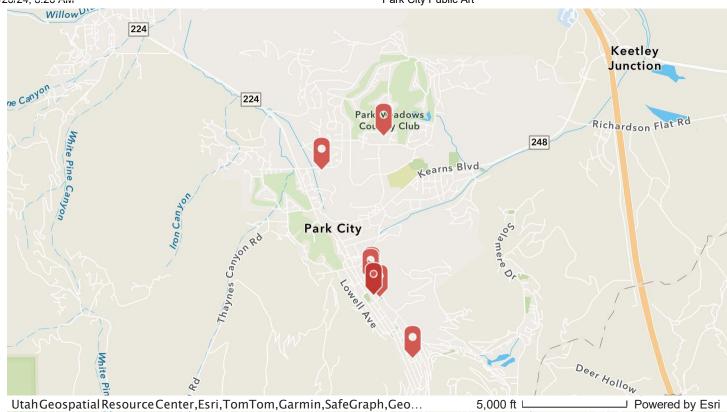
Polyhymnia Bernardo Flores-Sahagun, William R. Littig



Euterpe Rachel Slick

Parks

Park City values open spaces and has placed works in neighborhood parks to invite discovery and delight. From a school of fish constructed of recycled car parts to an interactive sound garden, the Parks collection creates special places in each park, each with its own unique identity.





Park City Scape
James MacBeth



Miner
Peter Fillerup



Brian Hess Memorial Sound Garden Frank Youngman



School of Fish Scott Whitaker



Bench & BikeRackMarisa Robbins



FlacoJamie Burnes



Re-Cycled, daily 20/20. The works of water, making another run. $\mbox{\it Dana Kuglin}$

<u>SCHEDULE B – FEE SCHEDULE FOR EXTRA WORK</u>

Note: Any work in addition to or outside the Scope of Services in Schedule A shall be approved in advance in writing by PCMC and shall not exceed the contract price reflected in Article 3 of the Agreement.



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EXCESS LIAB

DED | RETENTION\$

CLAIMS-MADE y

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DDIYYYY) 04/17/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER. AND THE CERTIFICATE HOLDER.

REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of suchendorsement(s) PRODUCER (801) 302-7902 StateFarm T J Olson insuranceAgency Inc (801J 302-5973 13354 S Rosecrest Rd @statefarm.com INSURER(!!) AFFORDING COVERAGE NAIC # Herriman. UT 84096-4501 IN SURER: State Farm Fire and Casualty Com 25143 INSURED 25178 INSURER B: S tat e Farm Mutual Automobile Insurance Company Timpanogos Custom Signs LLC INSURER C dba Visibility Signs & Graphics INSURFRD: 516E Lakeview Pkwv INSURERE UT 84606-7311 Provo. INSURERF: **COVERAGES** CERT IFI CATE NUMBER **REVISION NUMBER** THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD .'!. POLICY NUMBER IMMIDD/YYYY/IIMM/DDNYYY\ 1 000 000 EACHOCCURRENCE OMMERCIAL GENERALLIABILITY DAMAGETORENTED CLAIMS-MADE X OCCUR 300 000 \$ 10,000 MED EXP IAnv one oersonl \$1,000,000 У У 11/05/2023 11/05/2024 94-AO-A346-5 PERSONAL & ADVINJURY \$ 2,000,000 GEN'I AGGREGATE LIMIT APPLESPER: GENERAL AGGREGATE 2.000.000 X, POLICY PROJUCTSCOMP/OPAGG OTHE:R у 11/05/2023 11/05/2024 TOMOBILELIABILITY 173 8394-FOS-44 d I INGLELIMIT ANYAUTO BODILY INJURY (Peperson) s 1,000,000 BODILY INJURY (Peaccidet) s 1.000.000 В AUTOS ONLY HIRED PROPERTIDAMAGE s 1,000,000 AUTOSONLY

WORKERS COMPENSATION AND EMPLOYERS LIABILITY YIN XI TUTE | QTH-

94-85-B420-5

ANY PROPRIETOR PARTNER JEXECUTIVE N/A Y 94-B9-S907-7 11/05/2023 11/05/2024 E.L.EACHACCIDENT \$ 1,000,000 (0.000)

 (Mandatory InNH)
 E.L.DISEASE - EAEMPLOYEE \$

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 PERATIONSbelow
 EL.DISEASE - POLICY LINIT \$ 1,000,000

ACHOCCURRENCE

AGGREGAT

\$ 1,000,000

11/05/2023 11/05/2024

CERTIFICATE HOLDER

CANCELLATION

Park City Municipal Corporation, and its officers, agents, and employees
PO Box 1480
Park City,
UT 84060

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISONS.

AUTIORIZED REPRESENTATIVE

Matt Hastings Digitally signed by Matt Hastings ate: 2024.04.17 12:54:56-06'00'

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ACORD 25 (2016/03)

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