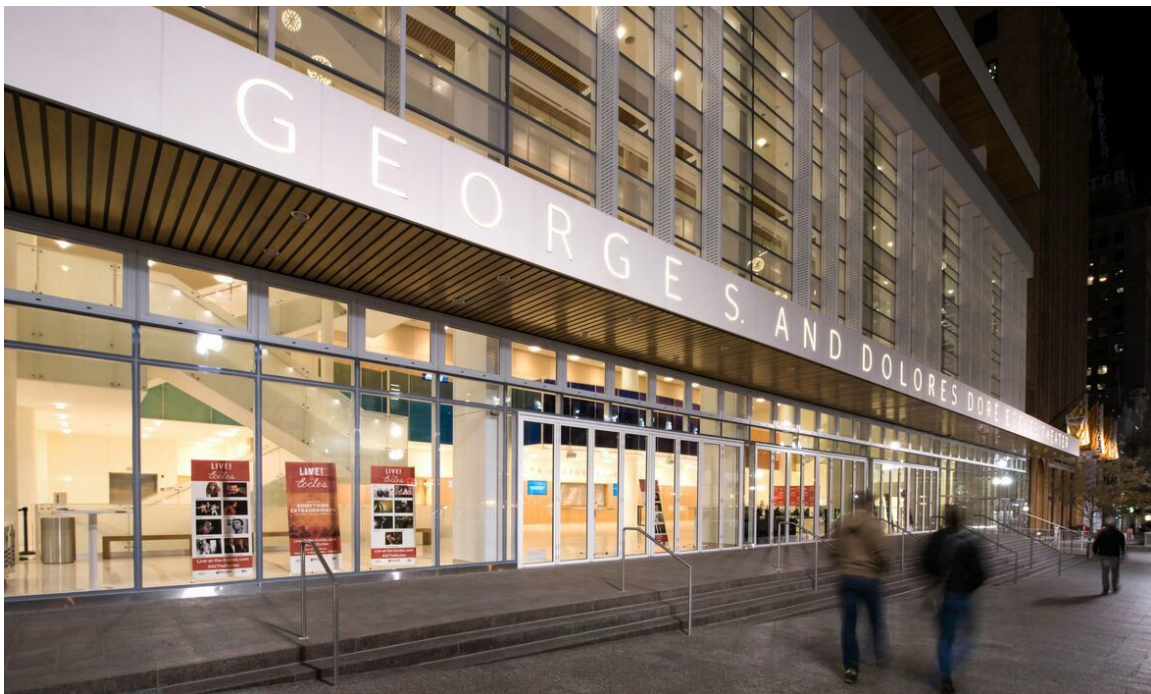


REQUEST FOR PROPOSALS

SALT LAKE COUNTY

Temporary Public Art Eccles Theater Holiday Installation 131 South Main, Salt Lake City



RFP #ART56571

Date of Issue: March 7, 2019

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Request for Proposal Temporary Public Art Eccles Theater Holiday Installation RFP #ART56571

I. INTRODUCTION

Salt Lake County Arts & Culture Division (County) on behalf of the Eccles Theater is soliciting proposals from qualified Artists, living in the state of Utah, to participate in an open competition for temporary works of art for the Eccles Theater located at 131 South Main, Salt Lake City Utah. **Up to \$35,000.00** has been designated for the art obtained through this process.

II. DEADLINE FOR PROPOSAL SUBMISSION

Your sealed proposal must be logged and stamped received before **2:00 PM on Tuesday, April 23, 2019** at Contracts & Procurement, 2001 South State Street, Room N4-600, Salt Lake City, Utah 84190-3100. **No proposals will be accepted after the closing date and time.**

III. PROJECTED SCHEDULE FOR THE RFP PROCESS

The County reserves the right to modify this schedule at their discretion.

<u>Activity</u>	<u>Date</u>
Issue	March 7, 2019
Mandatory Pre-Proposal Conference	March 19, 2019 at 4:00 pm
Last day to submit questions	April 16, 2019
Proposal Due Date	April 23, 2019
Committee Meeting	April 30, 2019 afternoon
Anticipated Notice to Proceed	May, 2019
Installation	Must be installed by Nov. 22, 2019

IV. MANDATORY PRE-PROPOSAL CONFERENCE

A mandatory pre-proposal conference has been scheduled for **Tuesday, March 19, 2019 at 4:00 pm**. It will be held at the Eccles Theater Tanner Lounge, 131 South Main, Salt Lake City, Utah (meet in the Eccles Lobby). Representatives from Eccles Theater Management will be present. The scope of the project, the timeline and a discussion of design issues will be presented. Artists will have an opportunity to ask questions at that time.

Artists or an artist representative must attend this meeting in order to submit a proposal.

V. QUESTION SUBMISSION

Questions may be submitted through Utah Public Procurement Place, SciQuest (UPPP)

<https://solutions.scquest.com/apps/Router/SupplierLogin?CustOrg=StateOfUtah>

or to tyoung@slco.org until the deadline for questions submission which is **April 16, 2019**. UPPP will then e-mail the answer to all Proposers that have expressed an interest in the RFP. **Do not contact County officers or employees, or selection committee members.**

VI. TERM OF AGREEMENT

It is the intent of the County to enter into a contract with the selected Artist(s) through completion of the installation.

It is the goal of this project to have the artwork installed by November 22, 2019. The artwork becomes the property of the County once installation is complete.

VII. PURPOSE

The County plans to contract with an Artist or Artist Team, to create a unique temporary holiday installation for the Eccles Theater during the Holiday Season. Two public art project sites have been identified and are highlighted on Exhibit D Floor Plan. The proposal can address either or both sites.

The artwork selected for this project should address one or more of the following goals:

1. To reflect the spirit of the Holiday and/or the winter season.
2. To be fabricated with non-traditional materials.
3. To appeal to a wide demographic of children and adults celebrating the Holidays and enjoying all the Holiday Lights in Downtown Salt Lake City.
4. Must have a lighting component.
5. To be a quality work of art.
6. The work must be able to hold up and be easily maintained in a public setting.
7. The work must be safe for a public setting.

VIII. SCOPE OF WORK & TASKS TO BE COMPLETED

Two public art sites have been identified in the Eccles Theater lobby. Artist can address one or both sites highlighted in Exhibit D.

- For a standing piece (Location 1 Exhibit D) we have identified a 10'x10' square in the main lobby, the circumference of the installation cannot exceed those dimensions. There is a power outlet located nearby, all power cords must be secured to the floor and covered. There is no maximum height;

however engineered drawings will be required by the commissioned artist for installations over 10 feet.

- For a hanging piece (Location 2 Exhibit D) we have identified rigging points adjacent to the glazing of west wall of the lobby.

The Artist(s) awarded a contract will perform the following tasks:

1. Assure the project requirements are met; assure the best value for the project is met; assure the project budget is not exceeded; expedite the project to completion.
2. Prepare and submit detailed working drawings of the artwork to the County project team for approval.
3. Prepare and submit proposed timeline for Artist's services including fabrication, transportation, and installation of artwork.
4. Prepare artwork in accordance with approved design.
5. Provide approved engineering drawings for the artwork if required.
6. Transport artwork to site.
7. Install artwork at site.
8. Site Safety: Each of the selected Artists and their staff will be required to conform to OSHA safety requirements. The Artist(s) will be solely responsible for all aspects of job site safety relevant to their work.
9. Provide maintenance instructions as necessary and information regarding the artwork and its creation.
10. Provide proof of insurance.

IX. PROPOSAL FORMAT & SUBMISSION REQUIREMENTS

All proposals submitted for evaluation must include, but are not limited to, the following information. Proposals in non-standard formats cannot be evaluated without considerable analysis. Failure to follow the prescribed format may result in the proposal being deemed non-responsive.

- Completed Cover Summary (Attachment A)
- Completed Application Form (Exhibit A) detailing your images.
- Completed Budget Worksheet (Exhibit B) detailing your projected budget.
- Resume – Provide a resume and other biographical material (not to exceed two pages) for each participating individual. Include education, experience, exhibitions, other public art commissions or inclusion in public, private or government collections.
- Digital Images – Provide up to five digital images of relevant past work.
 - Digital images must be submitted on a thumb drive. Each image must be saved in JPEG format and cannot be larger than 1MB. Images must be listed on the thumb drive with the image number referenced on application.
 - Only submit one set of digital images. **Salt Lake County does not assume responsibility for damage or loss to any submitted material.**

- Narrative – Provide a brief written statement and /or drawing illustrating each project proposal, and your Artistic intent or statement about the proposal. Please submit in an 8 ½” by 11” format.
- More than one concept may be included in this proposal.
- Budget – Provide a budget for each proposed project, including materials, subcontracted services, Artist fee and other expenses. The budget should not exceed one page. The recommended budget worksheet is Exhibit B. The budget will include any and all professional fees and any and all costs that the Artist may incur, including any costs for transportation, installation, lodging, communication, copying, printing, etc. No additional reimbursement beyond the “Total Commission” will be considered.
- Please label each document you submit with your name and the site you are proposing for.
- **DO NOT STAPLE OR BIND THE PROPOSAL**

All proposals shall be formatted according to the following specifications:

- A. Page Limit for the Proposal: the proposals cannot be more than 25 pages.
- B. Table of Contents for the Proposal: the proposals shall contain a table of contents with references to page numbers.
- C. Cover Summary for the Proposal: Submit the attached cover summary indicating the Proposers willingness and authorization to enter into an agreement with the County in reference to the attached sample. If you wish to alter any of the terms of the attached standard form agreement and/or the RFP, the terms must be specifically identified in your proposal with reasonable alternatives presented.
- D. Proposer Request for Protected Information: All documents submitted in response to this RFP will be treated as public records in accordance with GRAMA unless a claim of business confidentiality is submitted per the Request for a Protected Status attachment.
- E. Sealed and Marked Packaging for the Proposal: The proposals shall be sealed and clearly marked “**Eccles Theater Temporary Holiday Installation**” on the outside of the package and on the body of the proposal. All copies shall be put into **one** envelope or box and sealed; do not put each proposal copy in a separate sealed envelope. Please submit two **(2)** copies of your proposal + **one (1)** unchanged electronic copy in PDF format on a thumb drive or disk.

X. PRICING/COSTS/FEES

\$35,000.00 has been allocated for public art.

Upon selection of Artist(s), a contract between the Artist(s) and Salt Lake County will be required.

It should be noted that the Artist(s) fees awarded for the selected projects will be allocated to cover design fees, engineering fees, insurance, equipment, fabrication, materials, transportation, installation of artwork, and improvements needed to accommodate the artwork.

XI. EVALUATION & SCORING CRITERIA

The proposal will be evaluated, scored, and ranked by a Selection Committee. Each member of the committee will be provided a score sheet to complete the proposal evaluation utilizing a point system listed below. Committee Members individually score the proposals and rank them 1st, 2nd, 3rd, etc. according to their total score. The following point system is utilized:

Excellent (5): If the proposal offer exceeds expectations, with an excellent probability of success in achieving all requirements of the RFP, and is very innovative; a score of “5” is given.

Good (4): If the proposal offers a very good probability of success, achieves all requirements of the RFP in a reasonable fashion; a score of “4” is given.

Acceptable (3): If the proposal offers a reasonable probability of success, but some of the requirements may not be met; a score of “3” is given.

Poor (1-2): If the proposal falls short of expectations and has a low probability of success; a score of “1-2” is given.

Unacceptable: If the approach completely fails the requirements; a score of “0” is given.

Proposals will be evaluated, scored, and ranked on the following criteria:

- | | |
|------------|---|
| 40% | Adherence to project goals and overall Artistic quality:
The artwork selected for this project should address one or more of the following goals as listed in the Purpose Section of this RFP |
| 25% | Structural Integrity & Maintenance
Due consideration should be given to structural and surface soundness, and excessive maintenance or repair costs. |
| 15% | Scale, Material, Form and Content: |

The art object should be appropriate in scale, material, form and content of the environment in which it is placed. The art must be compatible with the use and function of the facility.

10%

Experience and Qualifications:

Judgment will be made on the Artist's demonstrated qualifications, experience, and capabilities in regards to his/her ability to complete the project, as proposed, within the time frame and budget.

10%

Budget:

The budget should be reasonable for the completed project. The Artist should make a fair profit. The County may Salt Lake County may award contracts through a preference system. Please refer to the preference system attachment.

A. Preference System

Salt Lake County may adjust scoring pursuant to its Preference System established by ordinance and policy. Please refer to the preference system attachment and include the preference information in the pricing proposal if requesting.

B. Recommended Award

After the Selection Committee has completed their evaluation process, the Selection Committee will then present a recommendation for award to the proper signing authority for authorization to negotiate a contract with the top ranked Proposer.

C. Debriefs

Debrief meetings with the selection committee members will not be allowed, however, a Proposer may discuss the RFP process with the chair/facilitator of the committee at any time. A Proposer may request any public documents from the process, including the winning proposal and committee score sheets after an award recommendation has been made.

XII. INTERVIEW AND/OR DEMONSTRATION

The Selection Committee may invite the top ranked Proposers for an interview and/ or demonstration. The purpose is to verify the written proposal and understand the proposal. The Selection Committee may re-score the proposal after the interview, but may not re-score pricing/costs/fees, unless the Committee requests a best and final offer. A request will then be presented to the proper signing authority for authorization to negotiate a contract with the top ranked firm.

XIII. WRITTEN AGREEMENT REQUIRED

The selected Proposer must agree to all requirements in the RFP scope of work unless an exemption is stated in the proposal. The selected Proposer must also be willing to enter into a written agreement with County and agree to all the terms set forth in the Standard Form RFP Agreement, attached to this RFP as “Attachment E.” **IF YOU WISH TO ALTER THE RFP INCLUDING EXHIBITS, ATTACHMENTS, AND ADDENDA AND/OR ANY OF THE TERMS OF THE STANDARD FORM AGREEMENT THE EXCEPTION MUST BE SPECIFICALLY IDENTIFIED IN YOUR PROPOSAL WITH REASONABLE ALTERNATIVES PRESENTED. THE COUNTY HAS DISCRETION CONCERNING WHETHER ANY OF THE PROPOSED ALTERATIONS WILL BE ACCEPTED BY THE COUNTY.**— This form shall directly follow the cover letter in the proposal submission and does not count toward the page count. Proposers are advised that County is not bound by the terms of the RFP until a written agreement is fully executed and any activity taken by Proposer prior to a written agreement being fully executed is done at the Proposer’s sole risk.

XIV. NOTICE TO PROPOSERS

By submitting a proposal to this RFP, Proposer understands and agrees to the following:

- A. RFP Cancellation: This RFP may be cancelled at any time prior to the execution of a written agreement if deemed in the best interests of County. This includes cancellation of the RFP after an award has been made, but prior to the execution of a written contract. Proposer is not entitled to recover any costs related to the preparation of the proposal due to cancellation of the RFP or withdrawal of an award prior to the execution of a written agreement.
- B. Firm Pricing: All prices, quotes, or proposals are to remain firm for 120 days after the closing date, unless a different period is stated in County’s RFP. Any proposal that does not offer to remain firm for the required period may be considered to be non-responsive.
- C. Costs: Proposers bears all costs and expenses related to this RFP including, but not limited to, preparation and delivery of the proposal, attending the pre-proposal conference, and attending the interview.
- D. Licensing and Permits: All applicable federal, state, and local licenses must be acquired before the contract is entered into between County and the selected respondent. Licenses must be maintained throughout the entire contract period. Persons doing business as an Individual, Association, Partnership, Corporation, or otherwise shall be registered with the Utah State Division of Corporations and Commercial Code. NOTE: Forms and information on registration may be obtained by calling

(801) 530-4849 or toll free at 877-526-3994, or by accessing: www.commerce.utah.gov. All permits for excavation, installation, electrical and gas connections, and any other required permits must be acquired by Proposer prior to excavation, installation, connection or other action requiring a permit.

- E. Changes or Modifications: County will make any changes or modification to the RFP will be made by written addendum. Proposer submitting a proposal based on any information other than that contained in County's RFP and any addenda, do so at their own risk.
- F. Receiving Proposals: Contracts and Procurement will administer receipt and opening of all proposals. Proposals will be held, unopened, by Contracts and Procurement in the same condition as received if delivered prior to the date and closing time designated in the RFP. After the closing time, only the identity of each Proposer will be made public. If only one proposal is received in response to County request, Contracts and Procurement, in coordination with the agency requesting the project, may recommend an award of a contract to the single Proposer if the conditions cited above are met. Alternatively, Contracts and Procurement may re-solicit for the purpose of obtaining additional proposals.
- G. Modifying or Withdrawing Proposals: Proposer may modify or withdraw their proposals at any time prior to the closing time. Requests to modify a proposal before the closing time shall be made in writing to the County.
- H. Rejection of Proposals: Any proposal containing significant deviations from the specifications of the RFP shall be considered non-responsive and may be rejected in whole or in part.
- I. Protests: Pursuant to Salt Lake County Code of Ordinances § 3.20.150, a protest in regard to the RFP document shall be submitted in writing prior to the RFP closing date. All other protests shall be submitted in writing within five (5) business days after notification of the award is posted on UPPP. A protestor may file only one (1) protest after the RFP closing date. Protest letters shall specifically and completely state the facts that the protestor believes constitute error in the RFP document or the award.
- J. Free and Competitive Selection: Any agreement or collusion among prospective Proposer to fix a price or limit competition shall render the proposal void, and such conduct is unlawful and subject to criminal sanction. Proposer certify that not anyone in its firm or company has either directly or indirectly restrained free and competitive selection, participated in any collusion, or otherwise taken any action unauthorized by County Purchasing Ordinances or applicable law.

- K. Reasonable Accommodations: Reasonable accommodations for qualified individuals may be provided upon receipt of a request with 5 working days' notice. Please contact Contracts and Procurement at 801.468.2556. TTY users shall call 711.
- L. Environmentally Responsible Procurement Practices: In compliance with Executive Order #2013-4, County has implemented environmentally responsible procurement practices. Please refer to Attachment C.
- M. Government Records Access and Management Act (GRAMA)
County is a governmental entity subject to the Utah Government Records Access and Management Act ("GRAMA"), Utah Code Ann. §§ 63G-2-101 to -901. As a result, County is required to disclose certain information and materials to the public, upon request. Generally, any document submitted to County is considered a "public record" under GRAMA. Any person who provides to County a record that the person believes shall be protected under subsection 63G-2-305(1) or (2) shall provide both: (1) a written claim of business confidentiality and (2) a concise statement of reasons supporting the 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. For your convenience, County has provided a Business Confidentiality Request Form which is attached to this RFP as Attachment B. **ALL DOCUMENTS SUBMITTED IN RESPONSE TO THIS RFP WILL BE TREATED AS PUBLIC RECORDS IN ACCORDANCE WITH GRAMA, UNLESS A CLAIM OF BUSINESS CONFIDENTIALITY HAS BEEN PROPERLY MADE AND APPROVED BY COUNTY. ALL PROPOSED COSTS/PRICING/FEEs SUBMITTED TO THE COUNTY SHALL BE CONSIDERED PUBLIC RECORDS.**
- N. Notice to Retirees of Utah Retirement Systems ("URS")
County is a URS "participating employer." Entering into an agreement with County may affect a URS retiree's retirement benefits including, but not limited to, cancellation of the retiree's "retirement allowance" due to "reemployment" with a "participating employer" pursuant to Utah Code Ann. § 49-11-504 to -505. In addition, Contractor is required to immediately notify County if a retiree of URS is the contractor; or an owner, operator, or principal of the contractor. Contractor shall refer the URS retiree to the URS Retirement Department at 801-366-7770 or 800-695-4877 for all questions about post-retirement employment regulations.
- O. Employee Status Verification System
Proposer shall register and participate in the Status Verification System before entering into a contract with County as required by Utah Code Ann. § 63G-12-302. The Status Verification System is an electronic system

operated by the federal government, through which an authorized official of a state agency or a political subdivision of the state may inquire by exercise of authority delegated pursuant to 8 U.S.C. § 1373 to verify the citizenship or immigration status of an individual within the jurisdiction of the agency or political subdivision. Proposer is individually responsible for verifying the employment status of only new employees who work under Proposer's supervision or direction and not those who work for another Proposer or subcontractor, except each Proposer or subcontractor who works under or for another Proposer shall certify to the main Proposer by affidavit that the Proposer or subcontractor has verified, through the Status Verification System, the employment status of each new employee of the respective Proposer or subcontractor. The Proposer shall comply in all respects with the provisions of Utah Code Ann. § 63G-12-302. Proposer's failure to so comply may result in the immediate termination of its contract with County.

P. Ethical Standards

Proposer represents that it has not: (a) provided an illegal gift to any County officer or employee, or former County officer or employee, or to any relative or business entity of a County officer or employee, or relative or business entity of a former County officer or employee; (b) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees of bona fide commercial agencies established for the purpose of securing business; (c) breached any of the ethical standards set forth in State statute or Salt Lake County Code of Ordinances § 2.07; or (d) knowingly influenced, and hereby promises that it will not knowingly influence, any County officer or employee or former County officer or employee to breach any of the ethical standards set forth in State statute or Salt Lake County ordinances.

Q. Campaign Contributions

The Salt Lake County campaign finance disclosure ordinance limits campaign contributions by Proposers to County candidates. Salt Lake County Code of Ordinances § 2.72A. Proposer acknowledges and understands those limitations on campaign contributions mean that any person, business, corporation or other entity that enters into a contract or is engaged in a contract with County is prohibited from making campaign contributions in excess of \$100 to County candidates during the term of the contract and during a single election cycle as defined in the ordinance. Proposer further acknowledges that violation of those provisions governing campaign contributions may result in criminal sanctions as well as termination of this Agreement.

XV. INSURANCE REQUIREMENTS

Insurance will be required per the amounts listed below. Please refer to the attached sample agreement for information concerning insurance requirements.

- A. Workers' compensation and employer's liability insurance as required by the State of Utah.
- B. Commercial general liability insurance in the minimum amount of \$1,000,000 per occurrence, a \$2,000,000 general policy aggregate.
- C. Professional liability insurance in the minimum amount of \$1,000,000 per occurrence with a \$2,000,000 annual policy aggregate limit.
- D. Commercial automobile liability insurance that provides coverage in the minimum amount of \$500,000 per person, \$1,000,000 per accident, \$250,000 per occurrence for property damage, or a single combined limit of \$1,000,000.

XVI. CHECK LIST

	ATTACHMENT A – Cover Summary
	Application Form – Exhibit A (two copies)
	Application Letter – 2 page maximum (two copies)
	Images (correctly labeled) with identification sheet (or included on Application Form) (one set)
	Narrative – brief written statement indicating the Artistic intent or statement about the proposal (two copies)
	Drawing - Drawing illustrating each project proposal (2 copies)
	Resume (2 pages maximum) per team member (two copies)

The remainder of this page has been left blank intentionally.
See below for Exhibits & Attachments.

EXHIBIT A

Application

Name (for collaborative projects, please fill out one form for each Artist involved)

City	State	Zip Code
------	-------	----------

I am willing to enter into an agreement with Salt Lake County per the attached terms and conditions:

Please complete IMAGE LISTING below, corresponding to images submitted:

[illegible]

EXHIBIT B

ART COMMISSION BUDGET

ARTIST:

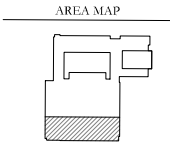
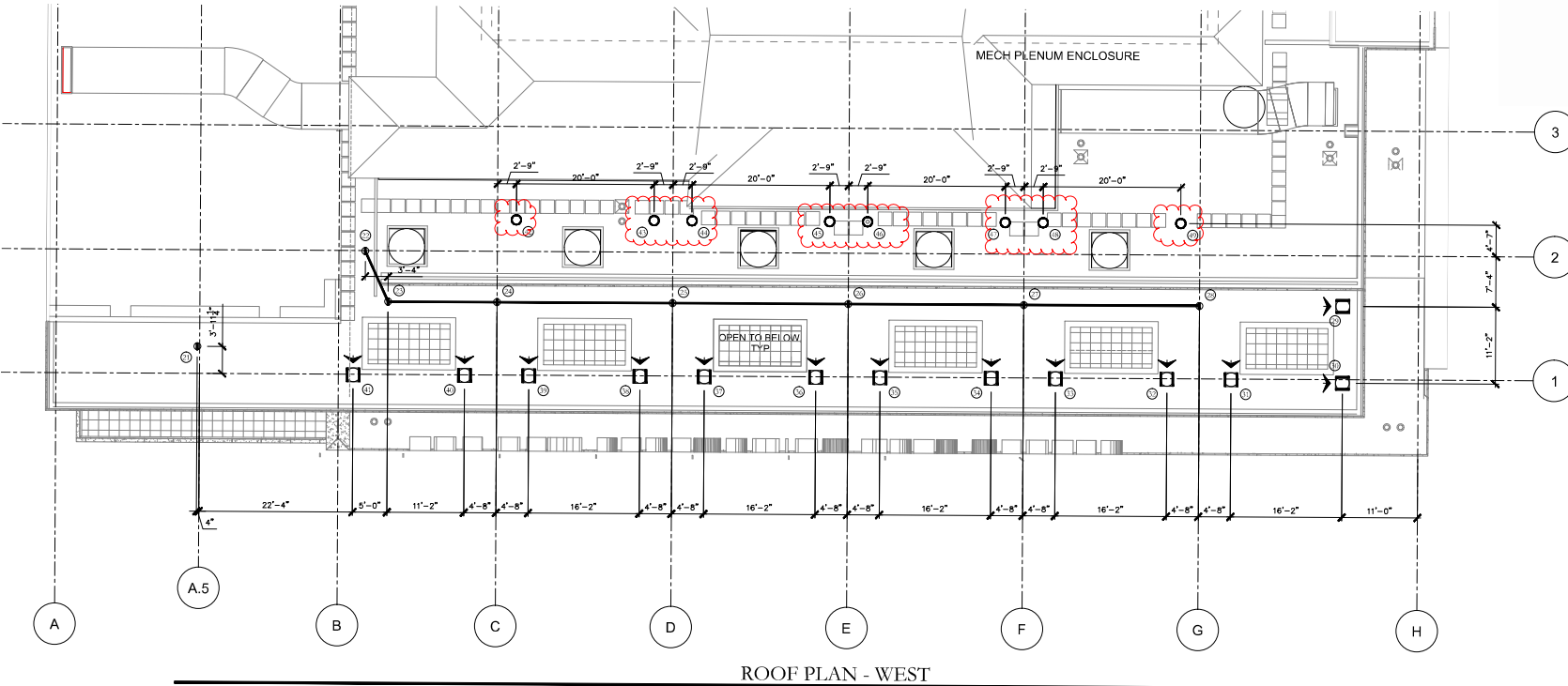
PROJECT:

1	MATERIALS AND SUPPLIES: (please itemize and add supplemental sheets if necessary)	
		\$
		\$
		\$
		\$
2	STUDIO TIME OR RENTAL	\$
3	UTILITIES	\$
4	PRODUCTION OR FABRICATION	\$
5	SUBCONTRACTORS: (please itemize and add supplemental sheets if necessary):	\$
	Type Name Address	\$
	Type Name Address	\$
	Type Name Address	\$
	Type Name Address	
6	TOOLS AND EQUIPMENT –RENTAL	\$
7	TOOLS AND EQUIPMENT – PURCHASE	\$
8	TRAVEL	\$
9	INSURANCE	\$
10	ASSISTANTS	\$
11	ENGINEER’S REPORT	\$
12	DOCUMENTATION	\$
13	ADMINISTRATIVE COSTS	\$
14	MISCELLANEOUS EXPENSES: (please itemize and add supplemental sheets if necessary)	
		\$
		\$
		\$
	TOTAL COSTS	\$
	ARTIST FEES	\$
	TOTAL COMMISSION (add total costs and Artist Fees)	\$

EXHIBIT C



EXHIBIT E



SYMBOL LEGEND

□	WELDABLE DAVIT BASE (13 TOTAL)
○	CUSTOM RIGGING SLEEVE (8 TOTAL)
●	24" WELDABLE ROOFTOP ANCHOR (8 TOTAL)
—	8mm STAINLESS STEEL CABLE (130' TOTAL)

NOTE: BUILDING PROJECT ENGINEER IS RESPONSIBLE FOR VERIFYING THAT ROOF STRUCTURE IS CAPABLE OF WITHSTANDING THE FORCES APPLIED BY THE FALL RESTRAINT SYSTEM.

NOTE: EACH FALL RESTRAINT SYSTEM IS RATED FOR THE USE OF 2 SIMULTANEOUS USERS ONLY; WITH NO MORE THAN ONE USER ALLOWED PER SPAN OF CABLE BETWEEN ANCHORS.

NOTE: WORKERS MUST USE A SHOCK ABSORBING LANYARD THAT LIMITS THE MAXIMUM ARRESTING FORCE TO 900 LBS OR LESS.

NOTE: ANCHOR LAYOUT PROVIDED BY HKS, INC.



ROOFTOP ANCHOR

844 SOUTH 430 WEST, SUITE 200
HEBER CITY, UTAH 84032
Ph: (801) 859-2900
Fs: (801) 859-2929
www.rooftopanchor.com

PROJECT NAME: THE NEW PERFORMING ARTS CENTER - AS BUILT
131 SOUTH MAIN STREET
SALT LAKE CITY, UT 84111

PROJECT OWNER: *****

DRAWING TITLE: ROOF LAYOUT - WEST

PROJECT #: —
DRAWN BY: JPA
CHECKED BY: TBM
SCALE: As Noted
PROJECT DATE: 12.17.14

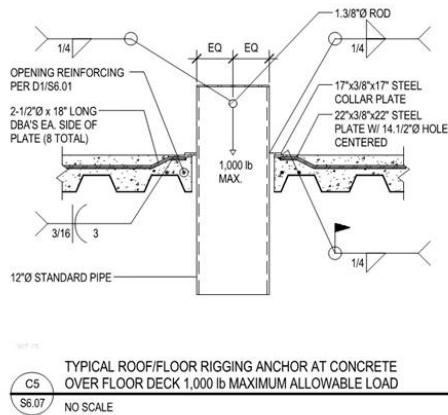
REVISION SCHEDULE

DATE	DESCRIPTION

DRAWING NO: RA102

Lobby Information

1. The rigging points are 1,000 lb capacity each.



2. Power is not available at the ceiling level. It is available at several levels on the tiers and on the exterior glass wall.
3. Usage of Eccles owned chain hoists would need to be coordinated for installation and de-installation but may not be available for the entire duration of the installation. The Eccles 1 Ton Chain hoists would require additional rental equipment for power and control, as they are wired for use with the stage control systems, which would be the responsibility of the artist. Eccles owns several ¼ Ton chain hoists which are 120V. If a hoist is provided by the artist, does the chain hoist become county property after the removal of the piece? If the chain hoist is purchased with the overall artwork budget, it will become the property of the ARTIST after removal of the piece.
4. Floor to ceiling height of the lobby interior is: Nominal height is 67' however there is a slope to the ceiling systems from East to west.
5. The floor loading in the lobby floor (Winter Garden) is 100 psf.



Attachment A - Request for Proposals Cover Summary

Legal Name			
Doing Business As (if applicable)			
Address	City	State	Zip Code
Contact Person after contract award		Telephone Number	
E-mail Contact			
I certify that to the best of my knowledge the information contained in this proposal is accurate and complete and that I have the legal authority to commit this organization to a contractual agreement. I realize the final funding for any service is based upon funding levels and the approval of the Mayor for Salt Lake County.			
Proposer Authorized Representative Type or Print Name		Date	
		Position or Title	
Signature required when submitting hard copy. Electronic signature acceptable if an electronic proposal is allowed.			
X	Proposer		

Please include one or two e-mail address for notification of an interview.	
	Name, telephone number, E-mail address

Attachment B
REQUEST FOR PROTECTED RECORD
(Business Confidentiality Claim)

I request that the attached/enclosed information (record) provided to Salt Lake County, or any of its agencies (divisions or programs), be considered confidential and given protected status as defined in Utah's Government Records Access and Management Act ("GRAMA").

Name and Address of business and representative making this confidentiality claim:

Description of the information (record) which is to be covered by this confidentiality claim and which you believe qualifies for protected status:

The following reasons support this claim of business confidentiality and protected status under Utah Code Ann. § 63G-2-305 (please check all of the following that apply):

- (☐) 1. The record provided is a trade secret as defined in Utah Code Ann. § 13-24-2 (*See* Utah Code Ann. §§ 63G-2-305(1) and 63G-2-309).
- (☐) 2. The record is commercial or non-individual financial information and: (a) disclosure of the information could reasonably be expected to result in unfair competitive injury to the person submitting the information or would impair the ability of Salt Lake County, or its agencies, to obtain necessary information in the future; and (b) the interest of the provider in prohibiting access to the information is greater than the interest of the public in obtaining access. (*See* Utah Code Ann. §§ 63G-2-305(2) and 63G-2-309).

REQUIRED: A concise written statement supporting a business confidentiality claim, as required by Utah Code Ann. § 63G-2-309(1). Attach additional sheets if necessary.

NOTE: Claimant shall be notified if a record claimed to be protected is classified public or if the determination is made that 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 an appeal expires or the end of the appeals process, including judicial appeal, **unless the claimant, after notice, has waived the claim by not appealing within thirty (30) calendar days.** *See* Utah Code Ann § 63G-2-309(2). The procedure to appeal a GRAMA classification within thirty (30) calendar days is described in Countywide Policy 2040, which can be found on the County's website [www.slco.org](http://slco.org/policies/Countywide) or by typing the following link into your address bar: <http://slco.org/policies/Countywide>.

Signature of Claimant Representative: _____ Date: _____

Claimant Representative Name and Title: _____



SALT LAKE COUNTY CONTRACTS & PROCUREMENT PREFERENCE SYSTEM

Salt Lake County may award bids or adjust scoring to a proposal through a preference system. One or more preferences may accrue to vendors who submit responsible, responsive offers if other factors are met.

Vendors may request the following preferences:

- Employee Health Care Preference
- Veterans and Companywide Hiring Preference
- Small or Women-Owned or Minority-Owned Emerging Business Preference

Employee Health Care Preference

The Health Care Preference shall accrue to vendors who currently provide and will maintain the following through the term of the contract with the County:

- A health benefit plan, as defined by [Utah Code Ann. § 26-40-106\(2\)\(a\)](#), made available to the vendor's covered employees and their dependents.
- A copy of the health benefits certificate or a letter signed by the vendor's carrier detailing coverage and dates of coverage of the health care benefits.

Veterans and Companywide Hiring Preference

The Veterans and Companywide Hiring Preference shall accrue to vendors who currently provide and will maintain all of the following through the term of the contract with the County:

For veterans:

- A completed and signed certificate explaining its program to actively recruit and employ veterans that includes the success rate of its program by listing the percentage of its workforce that qualifies as veterans under this policy;
- A completed and signed certificate verifying that a vendor has employed, and is currently employing, at least one veteran under its recruitment program;

Companywide:

- A drug and alcohol testing policy that applies to all covered individuals employed or hired by the vendor and requires covered individuals to submit to random testing;
- A job training program recognized by a federal, state, or local governmental entity; and,
- A job safety program that complies with job safety and health standards of the Occupation and Safety Health Administration (OSHA) or the state standards which are at least as effective as the federal standards.

Small or Women-Owned or Minority-Owned Emerging Business Preference

The Small or Women-Owned or Minority-Owned Emerging Business Preference shall accrue to vendors who qualify as a small or women-owned or minority-owned business by providing certification as such with their bid or proposal. Certification may be obtained from:

- Small Business Administration, or
- National Minority Supplier Development Council or its regional affiliates

REQUIREMENTS

If no offers are submitted claiming preferences(s), the solicitation will be awarded to the lowest or highest responsive, responsible bid as solicited or the highest ranking proposal.

If required certification form and preference documentation is not received with the bid or proposal, the County will not consider the preference request.

The County maintains the right to monitor the vendor's compliance of any preference status. Violation of this contract condition shall be the basis for immediate termination of the contract for default by the vendor.

A vendor may qualify for one or more preferences. Scoring of preferences varies by the type of solicitation as noted below:

Request for Bids (RFBs) and Request for Bids with Resulting Contracts (RFCs)

An award shall be made to the responsive and responsible vendor that qualifies for the most preferences, if the qualifying vendor's offer is equal to or less than 104% of the lowest responsive and responsible offer or within \$50,000, whichever value is less. If multiple vendors qualify for the same number of preferences, the award shall be made to the lowest responsive and responsible offer submitted among them.

Request for Proposals (RFPs)

A proposer may receive one (1) point added to the total score of its proposal for each of the preferences offered herein for which the proposer qualifies.

Best Value Bidding

A proposer may receive 2% of the total points available added to the total score of its offer for each of the preferences offered herein for which the proposer qualifies.

PREFERENCE CERTIFICATION FORM

YOU MUST CHECK THE BOX FOR EACH PREFERENCE OPTION CLAIMED

If you do not include this completed certification form along with required documentation with your bid or proposal submission, your preference request will not be considered.

☐ **Employee Health Care Preference** – Currently provide and will maintain qualifying health benefits to covered employees and dependents through the term of the contract with the county. A copy of the health benefits certificate or a letter signed by the vendor's carrier detailing coverage and dates of coverage of the health care benefits must accompany the bid or proposal to have the preference request accepted.

☐ **Veterans and Companywide Hiring Preference** – Currently provide and will maintain all of the following programs through the term of the contract with the county:

Veterans and Companywide Hiring Preference Certification Form

Company Name:

Explanation of Program to Actively Recruit and Employ Veterans*:

Percentage of workforce that qualifies as veterans:

Vendor has employed, and is currently employing, at least one Veteran under its recruitment program. Yes No

**For purposes of this section of County Policy, a veteran is an individual who has served on active duty in the armed forces of the United States for more than 180 consecutive days; or, was a member of a reserve component who served in a campaign or expedition for which a campaign medal has been authorized and who has been separated or retired under honorable conditions; or, has incurred an actual service-related injury or disability in the line of duty.*

Vendor maintains a drug and alcohol testing policy that applies to all covered individuals employed or hired by the vendor and requires covered individuals to submit to random testing.
Yes No

Vendor maintains a job training program recognized by a federal, state, or local governmental entity. Yes No

Vendor offers a job safety program that complies with job safety and health standards of the Occupation and Safety Health Administration (OSHA) or the state standards which are at least as effective as the federal standards. Yes No

By signing below, vendor certifies that the information provided on this Veterans and Companywide Hiring Preference Certification Form is true and correct as of the time of submitting this bid or proposal.

Vendor's Signature:

***Small or Women-Owned or
Minority-Owned Emerging Business
Preference***

The Small or Women-Owned or Minority-Owned Emerging Business Preference shall accrue to vendors who qualify as a small or women-owned or minority-owned business by providing certification as such with their bid or proposal. Certification may be obtained from:

- *Small Business Administration, or*
- *National Minority Supplier Development Council or its regional affiliates*

ATTACHMENT D
Environmental Compliance Practices
Vendor Compliance Statement and Non-Debarment Certification

1. In compliance with Executive Order #2013-4, Salt Lake County has implemented environmentally responsible procurement practices. The County requires all persons, businesses, corporations and other entities doing business or entering into a contract with the County to comply with all federal, state and local environmental laws, rules and regulations. Compliance with environmental laws, rules and regulations is a relevant factor in evaluating the integrity and responsibility of a business. The county, in its sole discretion, may not solicit proposals from, award contracts to, procure, or otherwise enter into business arrangements with any person, business, corporation or other organization that is noncompliant. If a vendor is suspended, proposed for debarment, debarred, ineligible or excluded from contracting with another government entity due to environmental non-compliance, the County in its sole discretion, may deem the vendor non-responsible and decline to award a contract.

2. Based on the foregoing, the vendor certifies, to the best of its knowledge, that neither the vendor nor any owner, officer or agent of the vendor:

- 2.1 is presently debarred, suspended, proposed for debarment, declared ineligible, or excluded from the award of a contract or purchase by any federal, state or local agency based on a finding, determination, notice of violation or order of environmental non-compliance;
- 2.2 is presently indicted or charged by a government entity in a criminal, civil or administrative proceeding with the commission of any offense, violation, or failure to comply with any federal, state, or local environmental law, rule or regulation, indicating a lack of business integrity or business honesty affecting its responsibility as a county vendor;
- 2.3 has, within the last three (3) years, been convicted, or had a civil judgment or administrative order rendered against it for any offense or violation, including but not limited to environmental noncompliance, indicating a lack of business integrity or business honesty affecting its responsibility as a county vendor;
- 2.4 has, within the last three (3) years, had a contract/purchase terminated due to an act or omission, including but not limited to environmental non-compliance, demonstrating a lack of business integrity or business honesty affecting its responsibility as a county vendor.

3. Vendor shall require any sub-vendor to disclose in writing, whether at the time of the award of the subcontract, the sub-vendor complies with the certification requirements in subparagraphs 2.1, 2.2, 2.3 and 2.4 above.

4. Vendor shall immediately notify the county in writing if, at any time before the award, the vendor learns that its certification was erroneous when submitted or has since become erroneous because of changed circumstances.

5. If it is later determined that vendor knowingly rendered an erroneous certification under this provision, in addition to other available remedies, the county in its sole discretion, may terminate the contract/purchase for default.

ATTACHMENT E

County Contract No.
District Attorney No. 2010-_____

AGREEMENT BETWEEN SALT LAKE COUNTY AND

Artist's Commissioned Work to Include Design, Fabrication,
Transportation and Installation of Work of Art

THIS AGREEMENT is made and executed this ____ day of _____, 2013,
by and between SALT LAKE COUNTY "County", a body corporate and politic of the State of
Utah and _____ "Artist", an individual, with the business address _____.

R E C I T A L S:

A. County determined to commission an artist to design a work of art ("Artwork"), in
conjunction with the construction of the _____ ("Project"), and appointed
and authorized the Committee to supervise and control the selection of art within the budget
allocated for such art.

B. The Committee, through the County, solicited proposals from artists for the
Artwork and several proposals were received. The County, through the Committee has
determined that the Artist submitted the most favorable proposal for the Artwork for the Project
and desires to contract with Artist for these services.

AGREEMENT

NOW, THEREFORE, in exchange for valuable consideration, including without
limitation, the mutual covenants, agreements and representations contained in this Agreement, the
receipt of which is acknowledged, County and Artist, with the intent to be legally bound, covenant
and agree as follows:

1. SCOPE OF SERVICES.

A. General. County agrees to and commissions Artist to prepare the Artwork for the Project as specified in the Request for Proposals dated _____, which is attached as Exhibit 2 and as proposed by Artist in his Proposal dated _____, which proposal is attached as Exhibit 3 and incorporated into this Agreement as though fully set forth. Upon the execution of this Agreement, Artist will commence performance of his obligations under this Agreement, which performance will be subject to the terms and conditions of this Agreement.

B. Artist's Responsibilities.

(1) Artist agrees to provide and perform all work necessary to the completion and installation of the Artwork. Artist will be responsible for all costs and expenses incurred in the performance of his obligations under this Agreement, which costs and expenses may include the creation of the Artwork, transporting it to the site, installing the Artwork at the site, and any necessary travel by Artist or Artist's agents and employees necessary for the proper performance of this Agreement. All necessary fixtures and hardware for the installation of the Artwork shall be provided by the Artist. Site preparation shall be the responsibility of the County.

(2) Artist acknowledges and agrees that the final design of the Artwork will be presented to and approved by the Committee prior to actual fabrication and installation. Artist agrees that there shall be no significant departures from the approved Artwork, including but not limited to design, color, size, material, texture and other significant aspects of the Artwork without the prior written approval of the Committee.

(3) Within 60 days after execution of this agreement, Artist shall, after collaboration and consultation with the Project architects and engineers, prepare and submit to County detailed working drawings of the Artwork and its site at the Project, together with such other graphic materials as may be necessary to permit adequate structural design review and to certify compliance of the Artwork with applicable statutes, ordinances and building codes. The working drawings shall also include a proposed time line for the Artist's services, including fabrication, transportation and installation of the Artwork. County agrees to furnish all necessary information and materials as requested by Artist to prepare the working drawings and time line for fabrication and installation of the Artwork. Artist shall ensure that the Artwork design meets all necessary design characteristics regarding engineering such as footings, materials, fabrication methods, and windloads as well as site requirements to include site preparation, installation methods and timing. County may require Artist to make such revisions to the working drawings and time line as may be necessary for the work to comply with applicable law, site requirements and construction scheduling.

(4) Artist acknowledges that time is of the essence in the completion of this agreement and that the timing of transportation and installation of the Artwork must be carefully coordinated with the Project Manager, to be completed at the appropriate time during the Project. The parties agree to cooperate and coordinate with one another in order to assure the timely completion and installation of the Artwork.

(5) Artist agrees to provide to the County "in-process" photographs and other documentation relating to the fabrication, transportation and installation of the Artwork such as would be adequate to provide a visual record of the Artist's services under this agreement. Such photographs and other documentation shall become the property of the County, to be used primarily for archival purposes.

(6) The Artist agrees to be available for public appearances regarding the Artwork, including but not limited to an unveiling or presentation ceremony, as scheduled by the County.

C. County's Responsibilities.

(1) County agrees to promptly review and consider all working drawings and other initial plans of the Artist and to promptly respond with any necessary changes to or approval of the initial documents. County shall have the right to and agrees to promptly review the Artwork at reasonable times during the fabrication thereof. County agrees to coordinate and cooperate with the Artist and other Project contractors in developing a work and installation schedule for the Artwork.

(2) County agrees to provide prompt access by the Artist to plans, schedules, and other materials held by County regarding the Project and to coordinate and facilitate cooperation and communication between the Artist and contractors, architects, engineers, and other persons involved in the Project. County has named the Director of Facilities Management or her designee (current designee is Valerie Price) to serve as contract administrator for the completion of this agreement and to serve as a liaison between Artist and County personnel and contractors.

(3) County agrees to provide site access to Artist. Site preparation and utility hook-ups shall be provided by County. All other hardware, fixtures and materials necessary for installation of the Artwork shall be the responsibility of Artist.

2. CONSIDERATION.

A. County shall pay Artist a fixed fee of \$_____, which shall constitute full compensation for all services and materials to be performed and furnished by the Artist under this Agreement. The fee shall be paid in the following installments, expressed as percentages of the fixed fee: (1) 25% of the fixed fee shall be paid within 15 working days after the execution of this Agreement; (2) 25% of the fixed fee shall be paid upon Artist's submission and County's approval of the working drawings; (3) 25% of the fixed fee shall be paid upon the substantial completion of the Artwork, as determined by County; and (4) 25% of the fixed fee shall be paid upon final acceptance of the Artwork by County, following transportation and installation of the Artwork and final completion of Artist's services under this Agreement. Final acceptance by the COUNTY shall not be unreasonably withheld.

3. TERM.

A. The term of this Agreement shall commence on the day and date first above written and shall continue until completion of the Artwork by Artist, installation, and final acceptance by County. All time frames for services to be performed by Artist under this Agreement shall be governed by the Timeline Commission Schedule attached as Exhibit 1 and made part of this Agreement as though fully set forth.

B. In the event that the permanent location is not sufficiently prepared to permit installation, an extension of the installation date for the Artwork will be negotiated by County and Artist.

4. WARRANTIES.

A. Artist represents and warrants that the execution and fabrication of the Artwork shall be performed in a workmanlike manner, that the Artwork as fabricated and installed will be free of defects in material and workmanship, including qualities which cause or accelerate deterioration of the work, except for any natural processes inherent in the materials used for the Artwork which are specifically identified in Exhibit 3, Artist's proposal. Artist warrants that reasonable maintenance of the work will not require procedures substantially in excess of those described in the maintenance recommendations to be submitted by the Artist to County under this Agreement. The workmanship warranty shall survive for a period of one year after final acceptance of the Artwork. County shall give notice to Artist of any observed breach with reasonable promptness. Artist shall come at the request of County and, at no cost to County, promptly cure the breach of such warranty which is curable by Artist and which cure is consistent with professional conservation standards.

B. Artist represents and warrants that title to the Artwork shall pass to County upon final acceptance of the installation of the Artwork by Artist free and clear of any liens from any source whatsoever.

C. Artist represents and warrants that the proposal, is solely the result of the artistic effort of Artist, is unique and original and does not infringe upon any copyright or other intellectual property right. Artist further represents and warrants that the Artwork or its duplicate has not been accepted for sale elsewhere. In the event of any claim by any third party against County based upon any violation of a copyright or other proprietary right of a third party as to the Artwork, County shall promptly notify Artist. Artist shall indemnify, defend and hold harmless County against any loss, cost, expense or liability arising out of or resulting from such claim, whether or not such claim is successful. In the event that Artist fails to defend any such claims, legal actions or proceedings brought against the County, County may, in addition to any other legal remedies County might have, defend such claim or action. Artist shall be liable for any and all judgments, damages and costs awarded against County because of any such claim or action. Artist shall also pay all reasonable expenses, including attorney's fees, incurred by County in defending such claim or action.

5. TITLE AND RISK OF LOSS.

Title to and risk of loss to the Artwork shall remain with Artist until the Artwork is permanently installed and final acceptance by County. Upon final acceptance by County, title to the Artwork shall vest in County. Upon final acceptance, all studies, drawings, models and similar materials prepared and submitted by Artist under this Agreement shall be returned to Artist and shall belong to Artist. County may select and Artist shall convey to County, at no cost, one of the original drawings submitted by Artist for non-commercial archive or exhibition use by County. Artist shall also convey to County such in-process materials provided by Artist pursuant to paragraph 1(B)(5) above.

6. COPYRIGHT.

Artist will retain all rights to the Artwork pursuant to copyright laws of the United States and all other rights in and to the Artwork and planning materials except rights of ownership of reproductions and possession of the Artwork as provided in this Agreement. Artist agrees not to make any additional reproductions of the Artwork for sale or submission to other persons or entities. Artist and County may create reproductions of the Artwork, including photographs, for non-commercial and portfolio purposes (including publicity, brochures, catalogs, web site, educational materials, and other similar purposes). Written permission from the other party is required to make reproductions for commercial purposes. Artist may, at his or her sole expense cause to be registered, with the United States Register of Copyrights, a copyright regarding the Artwork in Artist's name. Artist shall use his or her best efforts to give a credit reading in any public showing or reproductions of the Artwork with substantially the following language: "an original work owned and commissioned by Salt Lake County." County agrees to use its best efforts to acknowledge Artist by name in any formal presentation materials which depict the Artwork.

7. MAINTENANCE, RENOVATION AND RELOCATION.

A. County agrees to take reasonable care to ensure that the Artwork is properly maintained and protected in accordance with instructions provided by Artist. Artist agrees to provide to County written instructions regarding appropriate maintenance and preservation of the Artwork. County shall have the right to determine, after consultation with a professional conservator, when and if repairs and restorations to the work will be made. During Artist's lifetime, Artist shall have the right to approve all repairs and restorations, provided however, that Artist shall not unreasonably withhold approval for any repair or restoration of the work. To the extent practical, Artist shall be given the opportunity to make or personally supervise significant repairs and restorations and shall be paid a reasonable fee for such services, pursuant to an agreement between County and Artist to be entered into at that time.

B. County reserves the right to relocate the Artwork, as determined in its sole discretion, as may be necessary from time to time. County agrees that it will first attempt to obtain the recommendations of Artist concerning any such relocation; however, County will not be bound by such recommendations.

C. If County wishes to sell the Artwork, Artist shall, if reasonably practicable, be given the rights of first refusal to purchase the work from County at its then value as determined by the average of at least two qualified appraisers who are approved by County. In the event Artist determines not to exercise the right of first refusal under this paragraph, he or she shall be entitled to receive fifteen percent (15%) of the proceeds of any sale of the Artwork by County to any person or entity other than to Artist. The rights of Artist under this subparagraph shall expire after fifteen (15) years from the date this Agreement is fully executed, and such rights shall not be transferable to any other person by inheritance, contract, or otherwise.

D. Artist agrees to keep County notified in writing of any address change and failure to do so shall be deemed a waiver by Artist of his or her rights set out in this section.

8. INDEPENDENT CONTRACTOR AND TAXES.

The relationship of County and Artist under this Agreement shall be that of an independent contractor status. Each party shall have the entire responsibility to discharge all of the obligations of an independent contractor under federal, state and local law, including but not limited to, those obligations relating to employee supervision, benefits and wages; taxes; unemployment compensation and insurance; social security; worker's compensation; disability pensions and tax withholdings, including the filing of all returns and reports and the payment of all taxes, assessments and contributions and other sums required of an independent contractor. Nothing contained in this Agreement shall be construed to create the relationship between County and Artist of employer and employee, partners or joint venturers.

The parties agree that Artist's obligations under this Agreement are solely to the County. This Agreement shall not confer any rights to third parties unless otherwise expressly provided for under this Agreement.

9. STANDARD OF PERFORMANCE/PROFESSIONALISM.

Artist acknowledges the standard of performance and professionalism required in the performance of its services under this Agreement. Artist agrees to perform the services under this Agreement with the level of professionalism expected in its industry/profession in the community. Further, Artist, while performing its obligations under this Agreement, will conduct itself in such a manner that will promote the best interests of the County. Artist further agrees that it will not accept any fee or financial remuneration from any entity or person other than Salt Lake County for its performance under this Agreement.

10. INDEMNIFICATION.

Artist agrees to indemnify, hold harmless and defend the County, its officers, agents and employees from and against any and all losses, damages, injuries, liabilities, and claims, including claims for personal injury, death, or damage to personal property or profits and liens of workmen and material men (suppliers), however allegedly caused, resulting directly or indirectly from, or arising out of, negligent acts or omissions by Artist, its agents, representatives, officers, employees or subcontractors in the performance of this Agreement.

11. GOVERNMENTAL IMMUNITY.

County is a body corporate and politic of the State of Utah, subject to the Utah Governmental Immunity Act (“Act”), Utah Code Ann. §§ 63-30d-101, et. seq. (1953, as amended). The Parties agree that County shall only be liable within the parameters of the Governmental Immunity Act. Nothing contained in this Agreement shall be construed in any way, to modify the limits of liability set forth in that Act or the basis for liability as established in the Act.

County represents that it is self-insured pursuant to the provisions of Section 63-30d-801 of the Utah Code.

12. NON-FUNDING CLAUSE.

County intends to request the appropriation of funds to be paid for the services provided by Artist under this Agreement. If funds are not available beyond December 31 of any effective fiscal year of this Agreement, the County’s obligation for performance of this Agreement beyond that date shall be null and void. This Agreement shall create no obligation on the County as to succeeding fiscal years and shall terminate and become null and void on the last day of the fiscal year for which funds were budgeted and appropriated, except as to those portions of payments agreed upon for which funds were appropriated and budgeted. Said termination shall not be construed as a breach of this Agreement or any event of default under this Agreement and said termination shall be without penalty, whatsoever, and no right of action for damages or other relief shall accrue to the benefit of Artist, its successors, or its assigns, as to this Agreement, or any portion thereof, which may terminate and become null and void.

If funds are not appropriated for a succeeding fiscal year to fund performance by County under this Agreement, County shall promptly notify Artist of said non-funding and the termination of this Agreement, and in no event, later than 30 days prior to the expiration of the fiscal year for which funds were appropriated.

13. INSURANCE.

13.1 Artist shall, at its sole cost and expense, secure and maintain during the term of this Agreement, including all renewal or additional terms, the following minimum insurance coverage:

13.1.1 GENERAL INSURANCE REQUIREMENTS FOR ALL POLICIES.

A. Any insurance coverage required herein that is written on a “claims made” form rather than on an “occurrence” form shall (i) provide full prior acts coverage or have a retroactive date effective before the date of this Agreement, and (ii) be maintained for a period of at least three (3) years following the end of the term of this Agreement or contain a comparable “extended discovery” clause. Evidence of current extended discovery coverage and the purchase options available upon policy termination shall be provided to the County.

B. All policies of insurance shall be issued by insurance companies licensed to do business in the State of Utah and either:

(1) Currently rated A- or better by A.M. Best Company;

—OR—

(2) Listed in the United States Treasury Department's current *Listing of Approved Sureties (Department Circular 570)*, as amended.

C. Artist shall furnish certificates of insurance, acceptable to the County, verifying the foregoing matters concurrent with the execution hereof and thereafter as required.

D. In the event any work is subcontracted, Artist shall require its subcontractor, at no cost to the County, to secure and maintain all minimum insurance coverages required of the Artist hereunder.

E. In the event that governmental immunity limits are subsequently altered by legislation or judicial opinion, Artist shall provide a new certificate of insurance within thirty (30) days after being notified thereof in writing by the County, certifying coverage in compliance with the modified limits or, if no new limits are specified, in an amount acceptable to the County.

F. All required certificates and policies shall provide that coverage thereunder shall not be canceled or modified without providing (30) days prior written notice to the County in a manner approved by the County District Attorney.

G. In the event Artist fails to maintain and keep in force any insurance policies as required herein, County shall have the right at its sole discretion to obtain such coverage and reduce payments to Artist for the costs of said insurance.

13.1.2 REQUIRED INSURANCE POLICIES.

Artist agrees to secure and maintain the following required policies of insurance in accordance with the general insurance requirements set forth in the preceding subsection:

A. Workers' compensation and employer's liability insurance as required by the State of Utah unless a waiver of coverage is allowed and acquired pursuant to Utah law. This requirement includes contractors who are doing business as an individual and/or as a sole proprietor as well as corporations, limited liability companies, joint ventures and partnerships. In the event any work is subcontracted, Artist shall require its subcontractor(s) similarly to provide workers' compensation insurance for all of the latter's employees, unless a waiver of coverage is allowed and acquired pursuant to Utah law.

B. Commercial general liability insurance on an occurrence form with the County as an additional insured, in the minimum amount of \$1,000,000 per occurrence with a \$2,000,000 general policy aggregate and \$2,000,000 products completed operations policy aggregate. The policy shall protect the County, Artist, and any subcontractor from claims for damages for personal injury, including accidental death, and from claims for property damage that may arise from Artist's operations under this Agreement, whether performed by Artist itself, any

subcontractor, or anyone directly or indirectly employed by either of them. Such insurance shall provide coverage for premises operations, acts of independent contractors, and completed operations.

C. Commercial automobile liability insurance that provides coverage for owned, hired, and non-owned automobiles, with the County as an additional insured, in the minimum amount of \$1,000,000 per occurrence.

14. AGENCY.

No agent, employee or servant of Artist or County is or shall be deemed to be an employee, agent or servant of the other party. None of the benefits provided by each party to its employees, including but not limited to worker's compensation insurance, health insurance and unemployment insurance, are available to the employees, agents, or servants of the other party. Artist and County shall each be solely and entirely responsible for its acts and for the acts of its agents, employees, and servants during the performance of this Agreement. Artist and County shall each make all commercially reasonable efforts to inform all persons with whom they are involved in connection with this Agreement to be aware that Artist is an independent contractor.

15. NO OFFICER OR EMPLOYEE INTEREST.

It is understood and agreed that no officer or employee of the County has or shall have any pecuniary interest, direct or indirect, in this Agreement or the proceeds resulting from the performance of this Agreement. No officer or employee of Artist or any member of their families shall serve on any County board or committee or hold any such position which either by rule, practice, or action nominates, recommends, or supervises Artist's operations, or authorizes funding or payments to Artist.

16. ETHICAL STANDARDS.

Artist represents that it has not: (a) provided an illegal gift or payoff to any County officer or employee, or former County officer or employee, or to any relative or business entity of a County officer or employee, or relative or business entity of a former County officer or employee; (b) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees of bona fide commercial agencies established for the purpose of securing business; (c) breached any of the ethical standards set forth in State statute or Salt Lake County's Ethics Code, Chapter 2.07, Salt Lake County Code of Ordinances, 2001; or (d) knowingly influenced, and hereby promises that it will not knowingly influence, any County officer or employee or former County officer or employee to breach any of the ethical standards set forth in State statute or Salt Lake County ordinances.

17. CAMPAIGN CONTRIBUTIONS.

The Salt Lake County campaign finance disclosure ordinance limits campaign contributions by contractors to County candidates. Chapter 2.72A, Salt Lake County Code of Ordinances, 2001. Artist acknowledges and understands those limitations on campaign

contributions mean that any person, business, corporation or other entity that enters into a contract or is engaged in a contract with the County is prohibited from making campaign contributions in excess of \$100 to County candidates during the term of the contract and during a single election cycle as defined in the ordinance. Artist further acknowledges that violation of those provisions governing campaign contributions may result in criminal sanctions as well as termination of this Agreement.

17. PUBLIC FUNDS AND PUBLIC MONIES.

A. Definitions: “Public funds” and “public monies” mean monies, funds, and accounts, regardless of the source from which they are derived, that are owned, held, or administered by the state or any of its boards, commissions, institutions, departments, divisions, agencies, bureaus, laboratories, or other similar instrumentalities, or any county, city, school district, political subdivision, or other public body. The terms also include monies, funds or accounts that have been transferred by any of the aforementioned public entities to a private contract provider for public programs or services. Said funds shall maintain the nature of “public funds” while in Artist’s possession.

B. Artist’s Obligation: Artist, as recipient of “public funds” and “public monies” pursuant to this and other contracts related hereto, expressly understands that it, its officers, and employees are obligated to receive, keep safe, transfer, disburse and use these “public funds” and “public monies” as authorized by law and this Agreement for the provision of services to Salt Lake County. Artist understands that it, its officers, and employees may be criminally liable under Utah Code Ann. ' 76-8-402, for misuse of public funds or monies. Artist expressly understands that County may monitor the expenditure of public funds by Artist. Artist expressly understands that County may withhold funds or require repayment of funds from Artist for contract noncompliance, failure to comply with directives regarding the use of public funds, or for misuse of public funds or monies.

18. TERMINATION.

18.1 Termination for Default. County may terminate this Agreement for an “Event of Default” as defined, upon written notice from County to Artist.

18.2 Termination by Artist for Default. Artist may terminate this Agreement for an Event of Default upon written notice from Artist to County.

18.3 Event of Default. As used in this Agreement, the term “Event of Default” means (a) a party fails to make any payment hereunder when the same becomes due and such failure continues for a period of thirty (30) days after written notice to the party failing to make such payment; (b) a party hereto fails to perform any of its material obligations and such failure continues for a period of thirty (30) days after written notice to such defaulting party; or (c) any material representation or warranty of a party contained in this Agreement proves to be untrue or incorrect in any material respect when made.

18.4 Force Majeure. Neither party shall be liable for any excess costs if the failure to perform arises from causes beyond the control and without the fault or negligence of that party,

e.g., acts of God, fires, floods, strikes, or unusually severe weather. If such condition continues for a period in excess of 60 days, Artist or County shall have the right to terminate this Agreement without liability or penalty effective upon written notice to the other party.

18.5 No Limitation of Rights. The rights and remedies of the parties hereto are in addition to any other rights and remedies provided by law or under this Agreement. The parties agree that the waiver of any breach of this Agreement by either party shall in no event constitute a waiver as to any future breach.

18.6 Termination for Convenience. County reserves the right to terminate this Agreement, in whole or in part, at any time during the Term or any Additional Terms whenever County determines, in its sole discretion that it is in the County's interest to do so. If County elects to exercise this right, County shall provide written notice to Artist at least thirty (30) days prior to the date of termination for convenience. Upon such termination, Artist shall be paid for all services up to the date of termination. Artist agrees that the County's termination for convenience will not be deemed a termination for default nor will it entitle Artist to any rights or remedies provided by law or this Agreement for breach of contract by the County or any other claim or cause of action.

19. DEFAULT.

If either party defaults in the performance of its obligations under this Agreement resulting in an event of default defined in paragraph 18.3 above, the defaulting party shall pay all costs and expenses including reasonable attorneys' fees, which may arise or accrue from enforcing this Agreement or from pursuing any remedy available.

The parties agree that the waiver of any breach of this Agreement by either party shall in no event constitute a waiver as to any future breach.

20. COMPLIANCE WITH LAWS.

Each party agrees to comply with all federal, state and local laws, rules and regulations in the performance of its duties and obligations under this Agreement. Any violation by Artist of applicable law shall constitute an event of default under this Agreement and Artist shall be liable for and hold the County harmless and defend the County from and against any and all liability arising out of or connected with the violation, to include all attorney fees and costs incurred by the County as a result of the violation.

Artist is responsible, at its expense, to acquire, maintain and renew during the term of this Agreement, all necessary permits and licenses required for its lawful performance of its duties and obligations under this Agreement.

21. NON-DISCRIMINATION.

Artist, and all persons acting on its behalf, agree that they shall comply with all federal, state and County laws, rules and regulations governing discrimination and they shall not discriminate in the engagement or employment of any professional person or any other person qualified to perform the services required under this Agreement.

22. LABOR REGULATIONS AND REQUIREMENTS.

Artist agrees to comply with all applicable provisions of Title 34 of the Utah Code, and with all applicable federal, state and local labor laws. Artist shall indemnify and hold County harmless from and against any and all claims for liability arising out of any violation of this paragraph or the laws referenced by Artist, its agents or employees.

23. CONFIDENTIALITY.

Artist shall hold all information provided to it by County for the purposes of its performance of this Agreement, whether provided in written or other form, in strict confidence, shall make no use thereof other than for the performance of the Agreement, and shall not release any of said information to any third party, any member of Artist's firm who is not involved in the performance of services under the Agreement, or to any representative of the news media without prior written consent of County. Materials, information, data, reports, plans, analyses, budgets and similar documentation provided to or prepared by Artist in performance of this Agreement shall also be held confidential by Artist. County shall have the sole obligation or privilege of releasing such information as required by law.

24. GOVERNMENT RECORDS ACCESS MANAGEMENT ACT.

Artist acknowledges that County is a governmental entity subject to the Utah Government Records Access Management Act ("GRAMA"), Utah Code Ann. §§ 63-2-101, et seq. As a result, County is required to disclose certain information and materials to the public, upon request. Artist agrees to timely refer all requests for documents, materials and data in its possession relating to this Agreement and its performance to the County Representative for response by the County.

25. INTERPRETATION.

The Agreement documents are complementary and what is called for by any one of them shall be as binding as if called for by all. In the event of any inconsistency between any of the provisions of the Agreement documents, the inconsistency shall be resolved by giving precedence in the following order:

- A. This Agreement;
- B. Timeline Commission Schedule as Exhibit 1
- C. Request for Proposals incorporated as Exhibit 2
- D. Artist's Proposal incorporated as Exhibit 3

County and Artist agree that where possible, each provision of this Agreement shall be interpreted in such a manner as to be consistent and valid under applicable law; but if any provision of this Agreement shall be invalid, prohibited or unenforceable under applicable law, such provision shall be ineffective to the extent of such invalidity or prohibition, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

26. ASSIGNMENT.

Artist shall not assign or transfer its duties of performance nor its rights to compensation

under this Agreement, without the prior written approval of County. County reserves the right to assert any claim or defense it may have against Artist and against any assignee or successor-in-interest of Artist.

27. SUBCONTRACTING.

Artist agrees that it shall not subcontract to provide any of the services under this agreement or execute performance of its obligations under this agreement without prior express and written consent of Salt Lake County.

28. NOTICES.

All notices to be given under this Agreement shall be made in writing and shall be deemed given upon personal delivery, upon the next business day immediately following the day sent if sent by overnight express carrier, or upon the third business day following the day sent if sent postage prepaid by certified or registered mail, return receipt requested, to the parties at the following addresses (or to such other address or addresses as shall be specified in any notice given):

COUNTY: Valerie Price
Salt Lake County
Public Art Collection
2001 South State, #N4100
Salt Lake City, Utah 84190-3300

ARTIST: Name
Address

29. TIME.

The Parties stipulate that time is of the essence in the performance of this Agreement. The time set forth for performance in this Agreement shall be strictly followed and any default in performance according to the times required shall be a default of this Agreement and shall be just cause for immediate termination by County of this Agreement and pursuit of any remedy allowed by this Agreement and by law.

30. ENTIRE AGREEMENT.

County and Artist acknowledge and agree that this Agreement constitutes the entire integrated understanding between County and Artist, and that there are no other terms, conditions, representations or understanding, whether written or oral, concerning the rights and obligations of the parties to this Agreement except as set forth in this Agreement. This Agreement may not be enlarged, modified or altered, except in writing, signed by the parties.

31. GOVERNING LAW.

It is understood and agreed by the parties hereto that this Agreement shall be governed by the laws of the State of Utah and the Ordinances of Salt Lake County, both as to interpretation and performance.

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ARTIST:

By_____

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

On this ____ day of _____, 2010, personally appeared before
me _____, signer(s) of the foregoing instrument, who duly
acknowledged to me that (s)he executed the same.

NOTARY PUBLIC

Residing in _____ County, Utah

[SEAL]

Exhibit 1

TIMELINE COMMISSION SCHEDULE

ARTIST:

PROJECT:

DUE DATES:

Beginning (Execution of the Agreement)

Mid-point (Submission of and County Approval
Of Working Drawings)

Completion (Substantial Completion of Artwork)

Transportation of Artwork to Project

Installation of Artwork at Project

Artist

Date