

# REQUEST FOR PROPOSAL

## Public Art

Phase 1 – Qualifications

Phase 2 – Project Development

### SALT LAKE COUNTY



## Draper Recreation Center

657 Vestry Road Draper, Utah



**RFP# PAR46211**

Date of Issue: February 23, 2018



## TABLE OF CONTENTS

I.	INTRODUCTION.....	2
II.	PURPOSE.....	2
III.	BACKGROUND.....	3
IV.	SCOPE OF WORK .....	3
V.	SELECTION PROCESS .....	3
VI.	TASKS TO BE COMPLETED .....	4
VII.	COSTS/FEES .....	5
VIII.	SUBMISSION REQUIREMENTS .....	5
IX.	DEADLINE FOR PROPOSAL SUBMISSION .....	6
X.	QUESTION SUBMISSION .....	6
XI.	TERM OF THE AGREEMENT .....	6
XII.	TENTATIVE SCHEDULE FOR THE RFP PROCESS .....	7
XIII.	EVALUATION CRITERIA.....	7
XIV.	WRITTEN AGREEMENT REQUIRED.....	8
XV.	NOTICE TO PROPOSERS.....	9
XVI.	INSURANCE REQUIREMENTS.....	12
XVII.	SUBMISSION CHECK LIST.....	13
	EXHIBIT A - APPLICATION FORM .....	14
	EXHIBIT B - SITE DRAWINGS AND RENDERINGS .....	
	ATTACHMENT A - Proposal Cover Summary .....	
	ATTACHMENT B - Request for Protected Status .....	
	ATTACHMENT C - Procurement Preference System.....	
	ATTACHMENT D - Sample Artist Agreement .....	

**SALT LAKE COUNTY DRAPER RECREATION CENTER  
PUBLIC ART  
REQUEST FOR PROPOSAL  
RFP#PAR46211**

**I. INTRODUCTION**

Letter of interest and qualifications are requested from artists (Artist or Artist Teams), both local and national, who are interested in participating in an open competition for a work of public art for the new Draper Recreation Center project located in Draper, Utah. Up to \$156,000.00 has been designated for art obtained through this process. At a date to be determined, up to five finalists will be asked to make individual presentations of their work and their approach to the Selection Committee. Travel and hotel will be reimbursed to the selected finalists. No specific art proposals will be requested or considered at this point.

**II. PURPOSE**

The County plans to contract with an Artist or Artist Team to create a unique artwork that will be installed at the new Draper Recreation Center located at 657 Vestry Road Draper, UT. The project site has been identified, as the exterior entrance plaza with the option of extending into the interior entrance (Exhibit B).

**GOALS**

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

- Be interactive allowing the opportunity for children to climb, play and explore
- Contain the materials and form that visually depict; the nearby Wasatch Mountain Canyons natural environment, recreational environment and sustainability.
- Reflect the spirit of recreation
- Integrate with the Architects landscape design
- Fit the scale of the identified project site (Exhibit B)
- Be aesthetically compatible with the buildings architecture
- Be a sustainable work of art
- The work must be able to hold up and be easily maintained in a public setting

It is the intent of the County to enter into a contract with an Artist or Artist Team for this site to assure the project requirements are met, to assure the best value for the project, to assure the project budget is not exceeded, to expedite the project to completion and to encourage a unified approach by all members of the project team.

### **III. BACKGROUND**

Draper Recreation Center is currently being designed to be a new LEED® certified approximately 38,760 square-foot recreation center located in Draper City, adjacent to the South Mountain outdoor pool. The site is located at the base of Corner Canyon which offers 1,000 plus acres of protected open space and hiking trails.

The facility is planned to house a competition lap pool with spectator seating, leisure pool with water slide and play amenities, two party rooms, drop-in child care space, dance/multi-use room, fitness area, locker rooms and administration offices. The design will link the new facility to the existing outdoor pool and accommodate a future gymnasium or field house.

Draper City is a rapidly growing community located in the Southeast quadrant of Salt Lake County. The current population is over 42,000 people and has been experiencing growth of approximately 6.5% per year for the last ten years. This rate of growth is expected to be maintained for the foreseeable future.

Salt Lake County Parks and Recreation was formed in 1946 as a result of civic-minded citizens who wanted to coordinate recreation activities throughout the County. The mission of Salt Lake County Parks and Recreation is to develop park space, trails infrastructure, and manage the rapid growth of recreation programs for the benefit of county residents. Over the past 70 years, the division has grown in size and scope, now managing and maintaining 104 parks, 6 golf courses, over 20 recreation facilities, as well as trails and open space — staying true to our mission of "Improving Lives Through People, Parks and Play."

### **IV. SCOPE OF WORK**

One major public art site has been identified at the new Draper Recreation Center. **Exhibit B** of this document includes a detailed drawing of the site.

### **V. SELECTION PROCESS**

The Selection Committee, an advisory board comprised of community members, representatives from the Salt Lake County Parks & Recreation Division, architects and arts professionals will review all submissions and make the final recommendation to the Salt Lake County Mayor.

The selection process is designed in two phases. During the first phase, Artists are required to submit a letter of interest including a brief written statement about how they would approach the project, up to 10 images of relevant work, and biographical information. (See Section IX for more detailed description of submissions materials.) Artists in a team should each prepare separate applications and submit them as a package. The Selection Committee will then

review the materials and, based on the scoring criteria listed in Section XIII, select up to five finalists to advance to the second phase of the selection process. The second phase finalists will be invited, with expense compensation, to travel to Salt Lake City to meet with the Selection Committee. The finalists will have an opportunity to ask more detailed questions of the committee and will be asked their initial observations and response to the site. Finalists will have the opportunity to present additional materials such as slides or CD images that reinforce and illustrate their particular approach. Finalists are not expected to bring specific project plans at this time.

During the interview the Selection Committee will assess each Artist on his or her ability and qualifications as illustrated in previous artworks of similar scale and scope; their written project statement about how they would approach the project and why they feel their work or approach is best suited for the site. The Artists selected as finalists will be evaluated and scored using the criteria listed in Section XIII.

**Optional Phase:** Those Artists being considered for commissions may be asked to prepare a detailed drawing and/or maquette to reflect their concept of art at the site. A stipend would be paid to each of those Artists developing such a drawing or maquette. This stipend would be deducted from the total commission costs from the Artist or Artist Team awarded a commission.

## **VI. TASKS TO BE COMPLETED**

Once awarded a contract for public art, the Artist or Artist Team would be expected to interact with the design team and community members, and engage in a dialogue in which concepts can be presented in sketch form and can go through a normal and productive design-development cycle. It is expected that this approach will lead to public artwork far more integrated and sensitive to the site and the client as the process allows for exploration, invention, discovery, and a real interaction between Artist and client.

1. Meet with the Design Team.
2. Prepare and submit detailed working drawings of the artwork and its site at the project.
3. Prepare and submit proposed time line for Artist's services, including fabrication, transportation, and installation of artwork.
4. Provide insurance requirements as listed in Attachment E - sample agreement.
5. Prepare artwork in accordance with approved design.
6. Document the fabrication and installation of the work.
7. Provide Engineering Reports as necessary for the artwork.
8. Transport artwork to site.
9. Install Artwork at site.
10. Provide maintenance instructions as necessary and information regarding the work and its creation.
11. Be available for opening or exhibition ceremonies or events.

## VII. COSTS/FEES

Up to \$156,000 has been dedicated to the Artist or Artist Team for this public art commissioned project. These funds are intended to cover all costs associated with the Artists' participation, the public art commissions, travel and all related expenses.

Upon selection of Artist or Artist Team, a contract between the Artist or Artist Team and Salt Lake County will be required.

It should be noted that the Artists' fees awarded for the selected projects will be allocated to cover all design fees, architectural and engineering design work, related insurance, equipment, fabrication, materials, transportation and installation of artwork(s).

Salt Lake County reserves the right to select none of the applications submitted.

## VIII. SUBMISSION REQUIREMENTS

Two copies of your written material and one copy of your slides/digital images in a sealed envelope as directed in Section IX Deadline for Proposal Submission

### ***First Phase***

- **APPLICATION – Exhibit A**
- **TWO-PAGE LETTER OF INTEREST** -- that explains why the Artist is interested in the project, how the Artist's work is appropriate for the project, and relevant past experience. If submitting as a team, the letter should include a description of how the team works together and clearly explain any collaborative work experiences. Clearly indicate how you might approach the site.
- **TWO-PAGE ARTIST'S RESUME** -- for team applications please include resumes for all team members (again not to exceed 2 pages per resume).
- **UP TO TEN 35MM SLIDES OR DIGITAL IMAGES OF RELEVANT PAST WORK.**
  - Each slide must be labeled with the slide number referenced on application, Artist's name, title, location (for public art), size of work, date, and front and top of slide. Slides must be submitted in a plastic slide sheet.
  - Digital images must be submitted on a CD. Each image must be saved in JPEG format and cannot be larger than 1MB. Images must be listed on the CD with the slide number referenced on application.

Artists are encouraged to submit images of past work that best illustrates their qualifications for this opportunity. A slide identification sheet must accompany documentation or use the application form provided (see Exhibit A).

- **A SELF-ADDRESSED, STAMPED ENVELOPE IF APPLICABLE** – with sufficient postage for return of slides only. Salt Lake County will make every effort to

protect submitted materials; however, Salt Lake County does not assume responsibility for damage or loss to any submitted material.

*Written application materials will be photocopied for the selection committee. Please do not staple or bind application materials. Please submit written materials on plain white 8 ½ x 11" paper.*

## **Second Phase**

### ▪ INTERVIEW WITH THE PUBLIC ART SELECTION COMMITTEE

Finalists will be compensated up to \$1,000 to assist with the costs associated with travel for an interview with the selection committee. Receipts will be required for travel expenses. Finalists will be asked to submit at least 3 references.

## **IX. DEADLINE FOR PROPOSAL SUBMISSION**

Your sealed proposal must be logged and stamped received before 2:00 PM on Thursday, April 12, 2018 at Contracts & Procurement, 2001 South State Street, Room N-4600, Salt Lake City, Utah 84190-3100. **No proposals will be accepted after the closing date and time.**

## **X. QUESTION SUBMISSION**

Questions may be submitted through Utah Public Procurement Place, SciQuest (UPPP) <https://solutions.sciquest.com/apps/Router/SupplierLogin?CustOrg=StateOfUtah> or to [tyoung@slco.org](mailto:tyoung@slco.org) until the deadline for questions submission which is April 4, 2018 before 2:00 pm. 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.**

## **XI. TERM OF AGREEMENT**

It is the intent of the County to enter into a contract with the selected Artist or Artist Team through completion of the installation.

It is the goal of this project to have the artwork installed by October, 2019. Artists will be responsible for the maintenance of the work for one year after installation.

## **XII. TENTATIVE SCHEDULE FOR THE RFP PROCESS**

<u>Activity</u>	<u>Date</u>
RFP Issued	Feb 23, 2018
Question Submission Deadline	April 4, 2018
Phase I - Qualifications Proposal Due	April 12, 2018
Committee Meeting to Review Qualifications	April 25, 2018
Notification of Preliminary Review Decisions	April 26, 2018
Finalists' Interview with Selection Committee	May 21, 2018
Anticipated Notice to Proceed:	June, 2018
Artwork Installation	October, 2019

Salt Lake County reserves the right to modify this schedule at its discretion.

## **XIII.EVALUATION 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 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup>, 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 (Letter of Interest and Qualifications) will be evaluated, scored, and ranked on the following criteria:**

<b>%</b>	<b>CRITERIA</b>
30	<b>QUALITY:</b> Quality and strength of past work as demonstrated in the submitted application materials
25	<b>GOALS:</b> Ability to create artwork appropriate in concepts, materials form and scale for the recreation center.

30	<b>EXPERIENCE:</b> Experience with projects of a comparable scope. Demonstrated experience to be flexible and creative in approaching different sites. Demonstrated experience in working with the design team and capacity to evolve a significant and well-integrated solution.
10	<b>TIME COMMITMENT:</b> Availability to start design work
5	<b>BUDGET:</b> Willingness to create a piece of art within the \$156,000 budget
100	TOTAL

#### **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. Interview, Demonstration, and Site Visit**

The Selection Committee may invite Proposers for an interview, demonstration, or conduct a site visit. The purpose is clarification and verification of the written proposal. The Selection Committee may re-score the proposal after the interview, demonstration, or site visit.

#### **C. 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.

#### **D. Debrief Meetings**

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.

### **XIV. WRITTEN AGREEMENT REQUIRED**

The selected Proposer must agree to all requirements in the RFP scope of work. 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 Example Agreement, attached to this RFP.

**If you wish to request alterations the RFP, including any of the terms of the example RFP Agreement, or any of the exhibits, attachments, or addenda, *the alterations must be specifically identified in your proposal* with reasonable alternatives presented. Any such exceptions must be submitted in a separate sealed envelope, and clearly marked as “Requested Alterations.” Only those alterations so specified will be available for discussion or negotiation. Proposer**

**understands that deviations from the Example Agreement are made at the County's sole discretion.**

Proposers are advised that the County is not bound by the terms of the RFP until a written agreement is fully executed and any activity taken on by the Proposer prior to full execution of a written agreement is done at the Proposer's sole risk.

#### **XV. NOTICE TO PROPOSERS**

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

A. 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 merits protection under subsection 63G-2-305(1) or (2) must submit with their proposal 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 are public records. An entire proposal cannot be identified as "PROTECTED," "CONFIDENTIAL," or "PROPRIETARY" and may be considered non-responsive if marked as such.**

B. Copyrighted Material Waiver: In the event that the proposal contains copyrighted or trademarked materials, by submitting its proposal the Proposer grants the County the right to use, reproduce, and publish the copyrighted or trademark materials in any manner the County deems necessary for conducting County business and for allowing public access to the responses under GRAMA or otherwise, including but not limited to photocopying, County Intranet/Internet postings, broadcast faxing, and direct mailing.

If the proposal contains materials whose copyright or trademark is held by a third party, it is the Proposer's sole responsibility to obtain permission from that third party for the County to reproduce and publish the information.

By submitting its proposal, the Proposer certifies that it owns or it has obtained all necessary approvals for the reproduction or distribution of the contents of the proposal and agrees to indemnify, protect, save and hold the County, its representatives and employees harmless from any and all claims arising from all intellectual property claims related or connected to the proposal and agrees to

pay all legal fees incurred by the County in the defense of any such action.

- C. Restrictions On Communications: From the issue date of this solicitation until a Proposer is selected and the selection is announced, Proposers are prohibited from communications regarding this procurement with agency staff, evaluation committee members, or other associated individuals EXCEPT the Buyer overseeing this procurement. Failure to comply with this requirement may result in disqualification.
- D. 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.
- E. 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.
- F. 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.
- G. Licensing: All applicable federal, state, and local licenses must be acquired before the contract is entered into between County and the selected Proposer. Licenses must be maintained throughout the entire contract period. Persons doing business as an Individual, Association, Partnership, Corporation, or otherwise must 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](http://www.commerce.utah.gov).
- H. Changes or Modifications: 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.
- I. 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 entering into 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.

- J. 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 must be made in writing to the County.
- K. Rejection of Proposals: Any proposal containing significant deviations from the specifications of the RFP will be considered non-responsive and may be rejected in whole or in part.
- L. Protests: Pursuant to Salt Lake County Code of Ordinances § 3.20.150, a protest in regard to the RFP document must be submitted in writing prior to the RFP closing date. All other protests must 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 must specifically and completely state the facts that the protestor believes constitute error in the RFP document or the award.
- M. Free and Competitive Selection: Any agreement or collusion among prospective Proposers to fix a price or limit competition will render the proposal void, and such conduct is unlawful and subject to criminal sanction. By submitting a proposal, the Proposer hereby certifies that no one 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.
- N. 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.
- O. 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.

- P. Reasonable Accommodations: Reasonable accommodations for qualified individuals to attend meetings may be provided upon receipt of a request with two (2) working days' notice. Please contact Contracts and Procurement at 385.468.0306. TTY users may call 711.
- Q. Environmentally Responsible Procurement Practices: In compliance with Executive Order #2013-4, County has implemented environmentally responsible procurement practices. Please refer to Attachment D.
- R. 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, Proposer is required to notify County immediately if a retiree of URS is the Proposer; or an owner, operator, or principal of the Proposer. Proposer may 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.
- S. 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 comply with this requirement may result in the immediate termination of its contract with County.

## **XVI. INSURANCE REQUIREMENTS**

Insurance will be required per the amounts listed below. Please refer to the attached example 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 \$500,000 per occurrence with a \$1,000,000 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 \$100,000 per occurrence per person/ \$300,000 per accident / \$50,000 property damage OR single combined limit of \$500,000.

—OR IF THERE WILL NOT BE ANY VEHICLE OPERATIONS—

E. The Contractor shall not operate a vehicle in connection with any services rendered under this Agreement. Inasmuch as the Contractor agrees not to operate a vehicle in connection with services rendered under this Agreement, the County shall not require the Contractor to provide commercial automobile liability insurance.

## **XVII. SUBMISSION CHECK LIST**

	Application Form – Exhibit A (two copies)
	Application Letter – 2 page maximum (two copies)
	Slides (correctly labeled) with identification sheet (or included on Application Form) (one set)
	Resume (2 pages maximum) per team member (two copies)
	Have you clearly identified the sites you are interested in?
	Self-addressed and stamped return envelope (to return slides)

## Exhibit A

### Request For Applications: Draper Recreation Center Public Art

Please complete this application form and attach to submission materials.

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

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Mailing Address

---

City

State

Zip Code

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Daytime Phone

Evening Phone

E-mail address

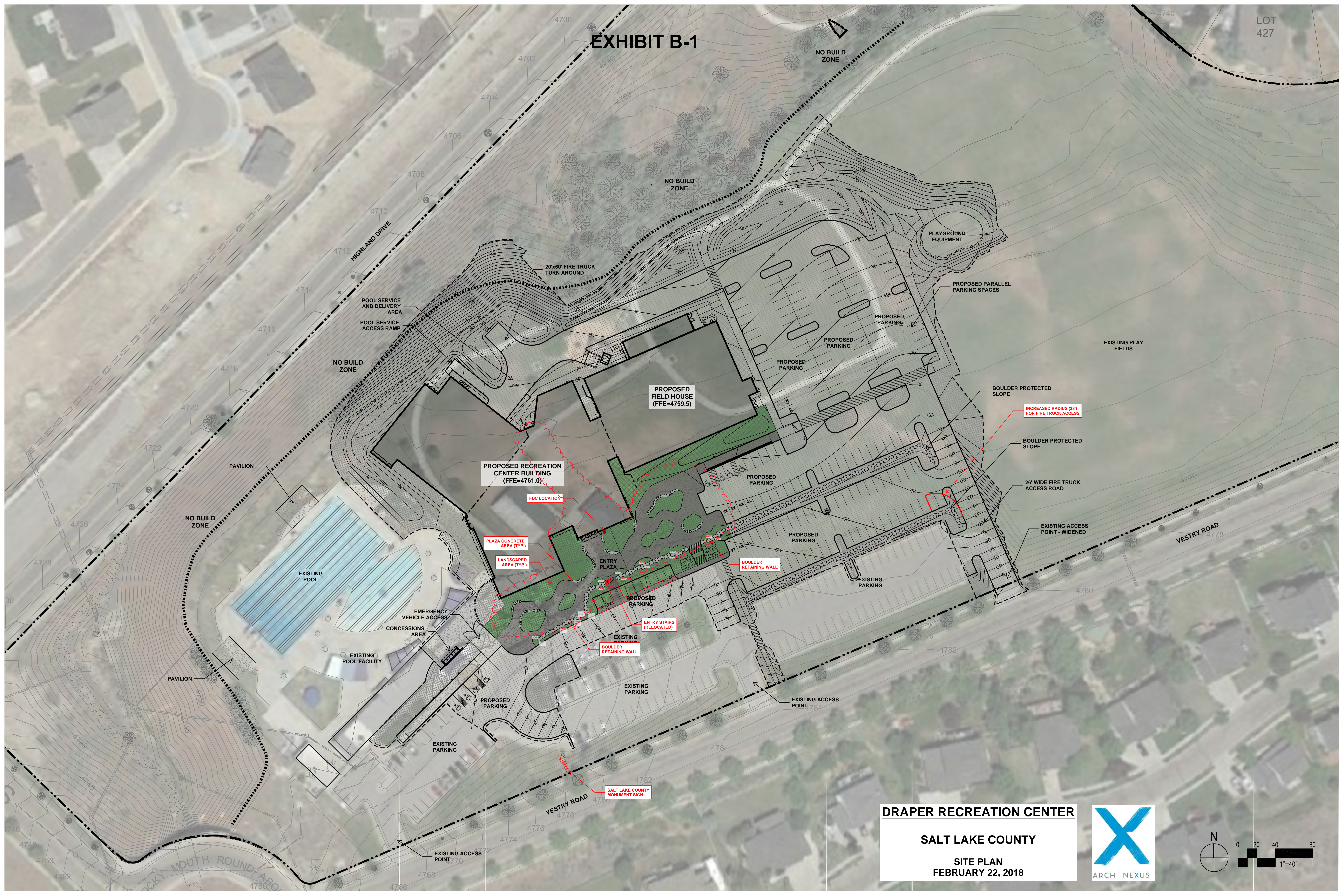
I am willing to enter into an agreement with Salt Lake County per the attached terms and conditions: \_\_\_\_\_

Signature

Please complete SLIDE LISTING below, corresponding to slides submitted:

No.#	TITLE	Date Completed	Dimensions	Medium	Current Location
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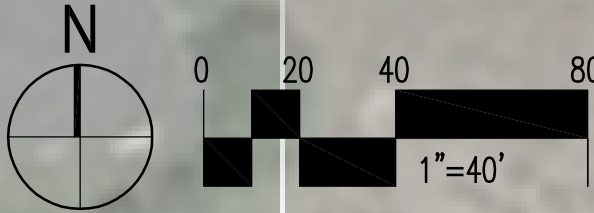

EXHIBIT B-1



DRAPER RECREATION CENTER

SALT LAKE COUNTY

SITE PLAN  
FEBRUARY 22, 2018



## EXHIBIT B-2



## EXHIBIT B - 3





## 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:

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

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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.

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**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) 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: \_\_\_\_\_



## Attachment C

# SALT LAKE COUNTY CONTRACTS & PROCUREMENT PREFERENCE SYSTEM

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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 Hiring 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.

## REQUIREMENTS

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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 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.

# PREFERENCE CERTIFICATION FORM

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**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.

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☐ **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:**

## 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.

All actions, including but not limited to court proceedings, administrative proceedings, arbitration and mediation proceedings, shall be commenced, maintained, adjudicated and resolved within the jurisdiction of the State of Utah.

IN WITNESS WHEREOF, the parties have executed this agreement on the day and year first above written.

SALT LAKE COUNTY

By \_\_\_\_\_  
Mayor Peter Corroon or Designee

STATE OF UTAH                    )  
  :SS  
County of Salt Lake            )

On the \_\_\_\_\_ day of \_\_\_\_\_, 2010, personally appeared before me \_\_\_\_\_, who being by me duly sworn did say, that s/he is the \_\_\_\_\_ of Salt Lake County, Office of Mayor, and that said instrument was signed in behalf of Salt Lake County, by authority of law.

[SEAL]

\_\_\_\_\_  
NOTARY PUBLIC  
Residing in Salt Lake County, Utah

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

\_\_\_\_\_

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Artist

Date