

**Park City Municipal Corporation (“PCMC” or “City”)**

**REQUEST FOR PROPOSALS (“RFP”) (NON-BID) FOR**

***Artistic Playground Surface Design for PIP Installation at the  
Park City Community Center***



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

## REQUEST FOR PROPOSALS (“RFP”) (NON-BID)

PCMC is inviting proposals for an ***Artistic Playground Surface Design for PIP Installation at the Park City Community Center*** as part of its playground renovation.

**PROPOSALS DUE: By 5:00 p.m. on Friday, August 29, 2025** Proposals must be submitted electronically by email to [stephanie.valdez@parkcity.org](mailto:stephanie.valdez@parkcity.org).

If you encounter issues submitting proposals electronically, you may deliver them in person to Stephanie Valdez's desk in the Sustainability Suite at 445 Marsac Avenue, Third Floor – Sustainability, Park City, UT 84060. Paper copies are accepted; please do not use paperclips.

**RFP AVAILABLE:** The RFP will be available on Monday, June 2, 2025, on the PCMC website ([parkcity.org](http://parkcity.org)). Any modifications to the RFP or responses to questions submitted will be added as an addendum to the RFP posted on the PCMC website. It is the responsibility of respondents to regularly check for addenda.

**QUESTIONS:** All questions regarding this RFP must be submitted in writing to [stephanie.valdez@parkcity.org](mailto:stephanie.valdez@parkcity.org) by 5:00 p.m. on Wednesday, August 27, 2025. Please do not submit the same question multiple times.

**PRE-PROPOSAL MEETING:** A pre-proposal meeting will be held at 1:00 pm on Thursday, August 14, 2025, at 1200 Sullivan Rd., Park City, UT 84060. Attendance is strongly encouraged by all potential respondents. While attendance is strongly encouraged, please note that there will be no Zoom option or video recording available due to potential connectivity and audio issues

**PROJECT LOCATION:** 1200 Sullivan Rd., Park City, UT 84060

**PROJECT DESCRIPTION (brief):** Artist or artist teams will create a playful design that will be scanned, formatted to square footage, and then placed on the playground using Poured-In-Place rubber surfacing.

**PROJECT DEADLINE:** November 30, 2026

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

**CONTACT:** *Stephanie Valdez*  
[Stephanie.valdez@parkcity.org](mailto:Stephanie.valdez@parkcity.org)

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

PCMC is inviting artists or creative teams to submit proposals for a playful and dynamic surface design for the playground as part of the Park City Community Center renovation. The City envisions a design that is fun, interactive, and enhances the playground experience, creating a welcoming and exciting space for children and families. The design should be inspired by the natural landscape of Park City, reflecting the area's unique beauty.

We welcome creative proposals that bring this vision to life while honoring the City's unique character. The selected artist or team will be responsible for developing a concept that not only aligns with the project's goals of fostering a vibrant, inclusive, and imaginative space, but also embraces a simple design that reflects the spirit of the community and avoids overly elaborate approaches.

## II. **Scope of Project.**

The project aims to create an engaging, playful, and artistic design for the 6200 sq. ft. playground surface as part of the broader Community Center renovation. The surface will be installed using Poured-in-Place ("PIP") rubber, ensuring a durable, safe, and visually attractive surface for children. The selected design will be incorporated into the PIP installation, enriching the overall playground experience. The design should reflect the playground's theme and enhance the play environment.

### A. **Project Details:**

- **Create a Playful and Interactive Design:** The design should be vibrant, fun, and stimulating, encouraging play while promoting safety. Refer to detailed information in **Exhibit A**.
- **Reflect the Playground's Theme:** The design should tie the aesthetic of the entire space together, including the park, playground, building, and surrounding environment.
- **Incorporate Age-appropriate Elements:** The design should be suitable for a range of ages, ensuring it is inviting for children of various developmental stages.

### B. **Design Requirements:**

- **Artistic Theme Integration:** The design should be visually compelling and tell a story through colors, shapes, and patterns, and reflect the natural landscape of Park City.
- **Interactive Features:** Where appropriate, incorporate elements that encourage interaction or physical play, such as shapes that kids can hop on, walk-through, or engage with.
- **Artist's Responsibility:** The selected artist or artist team will be responsible solely for the creative design of the playground safety surface. This includes the development of the visual concept, selection of colors, and incorporation of artistic design elements. The artist will not be responsible for the technical specifications,

materials, or installation of the PIP surfacing system. These aspects will be managed by the PIP surfacing contractor and other project partners.

- **Artists are strongly encouraged to attend the pre-proposal meeting, as it will provide critical information regarding site conditions, project coordination, and the integration of artwork into the PIP system.**
- **Material and Color Palette:** While the design will primarily be created using PIP materials, the artist must work within the limitations of the available material palette. The background should be a neutral tan, with up to four additional colors incorporated into the artwork to complement the surroundings and enhance the playful nature of the design. These colors must be finalized with the PIP supplier and relevant departments to ensure they align with the project budget and stay within budget limits. The approved color palette is included in **Exhibit A**. Please note that on page 3 of the Spectraturf Supreme Color Chart, Premium Colors (Special Colors) are available but cost more than the Standard Colors.

Responsibilities of the selected respondent include:

- **Design Concept:** A proposal that outlines the overall artistic idea, key design elements, and how it fits into the playground environment.
- **Final Design Files:** High-resolution design files in any desired medium, if the file is suitable for PIP installation.

Additional Notes:

- The total playground space for the design is 6200 sq. ft.
- Local artists or teams are encouraged to apply to ensure a connection to the community and the area.

### **C. Key Elements**

- **Theme:** Natural Landscape of Park City
- **Local Artists:** Preference will be given to proposals from local artists who have a strong connection to Park City's community.

### **D. Collaboration Details:**

The selected artist or artist teams will work in collaboration with the City's contracted Landscape Architect, PIP supplier, Playground Equipment Supplier, and other departments to refine the design.

## **III. Funds Available.**

The total project maximum funds are **\$4,000.00**.

## **IV. Contents of Proposal and Evaluation Criteria.**

### **A. Required content and minimum qualifications**

Proposals are limited to eight pages and must include:

- **Bio** – Please provide a brief resume highlighting your experience from the past three years, focusing on design work for playgrounds or public spaces.
- **Proposal** – Proposals should demonstrate thoroughness in their response, aligning with the project’s stated theme through both the proposed design and written materials. They should also reflect the mission and vision of the Park City Public Art Board and ensure the theme is representative of Park City.

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

## **B. Evaluation Criteria**

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

### Artistic Approach and Alignment with Project Goals – (50%)

- The proposal aligns with the project elements specified in the RFP, including artistic and creative design, and the theme Natural Landscape of Park City.
- Alignment with the PAAB Mission Statement, including the degree to which the respondent’s approach, design, or work reflects the values and spirit of Park City. **Refer to the Public Art Advisory Board’s Mission and Statement [here](#).**

### Intricacy of Design – (25%)

- Evaluates the level of detail in the proposed design, considering how the intricacy impacts visual impact, feasibility, and overall cost-effectiveness.

### Local Connection – (15%)

Priority will be given to artists from Park City, followed by those from nearby areas or with strong connections to the community. Extra points will be awarded to applicants who demonstrate meaningful ties to Park City or actively contribute to its cultural and artistic vitality.

### Past Performance and Experience – (10%)

- The artist/artist team’s history of successful projects, especially those related to public art or similar initiatives.

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

information to make its determination. The committee will select the respondent which, in the committee's sole judgment, is best able to provide Artistic Playground Surface Design for PIP Installation at Community Center.

**NOTE: Price may not be the sole deciding factor.**

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

**V. Government Records Access and Management Act.**

PCMC will maintain a nonpublic process for the duration of this solicitation in accordance with Government Records Access and Management Act, Title 63G, Chapter 2 of the Utah Code ("GRAMA"). Pursuant to Utah Code § 63G-2-305(6), all records related to this RFP, including but not limited to proposals, evaluation, and selection procedures, and any records created during the evaluation and selection process will remain nonpublic records during the procurement process. After execution of a contract, all submittals will be treated as public records in accordance with the requirements of GRAMA unless otherwise claimed by the respondent as exempt from disclosure pursuant to Utah Code § 63G-2-309, as amended. The burden of claiming an exemption shall rest solely with each respondent. Respondent shall submit any materials for which respondent claims an exemption from disclosure marked as "Confidential" and accompanied by a statement from respondent supporting the exemption claim. PCMC shall make reasonable efforts to notify respondent of any GRAMA requests for documents submitted under an exemption claim. Respondent waives any claims against PCMC related to disclosure of any materials pursuant to GRAMA. Please note the following:

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

**VI. Ethics.**

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

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

**VII. Selection Process.**

Proposals will be evaluated on the criteria listed in Section IV, Contents of Proposal and Evaluation Criteria, above.

The selection process will proceed on the following anticipated schedule:

- A. Monday, September 8, 2025: A selection committee comprised of qualified persons, which may include City staff or representatives from other public and private stakeholders, will open, review and evaluate all proposals.
- B. Friday, September 12, 2025: The selection committee may conduct interviews with the highest ranked respondents. If applicable, interview requirements will be provided to those respondents selected for further consideration.
- C. Friday, September 19, 2025: Final selection of the top-ranked proposal and preparation of the contract.
- D. Thursday, October 9, 2025: City Council approval.
- E. October 13, 2025: Contract execution.

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

**VIII. PCMC Standard Agreement Required.**

- A. The successful respondent will be required to enter into the Professional Services Agreement – Commissioned Artwork attached to this RFP as **Exhibit B** and incorporated herein.

- B. **ANY REQUEST FOR CHANGES RELATED TO INDEMNIFICATION PROVISIONS CONTAINED IN THE ATTACHED AGREEMENT MUST BE SUBMITTED NO LATER THAN THE QUESTION SUBMITTAL DEADLINE. ANY REQUESTED CHANGES TO PCMC'S STANDARD INDEMNIFICATION PROVISIONS MAY BE APPROVED IN THE SOLE DISCRETION OF PCMC.**
- C. The selected respondent must be authorized to do business in Utah at the time of contract execution. If the selected respondent's address is within the 84060 zip code, a valid PCMC business license is required.

**IX. General Provisions.**

- A. No Representations or Warranty. It is the responsibility of each respondent to carefully examine this RFP and evaluate all of the instructions, circumstances and conditions which may affect any proposal. Failure to examine and review the RFP and other relevant documents or information will not relieve respondent from complying fully with the requirements of this RFP. Respondent's use of the information contained in the RFP is at respondent's own risk and no representation or warranty is made by PCMC regarding the materials in the RFP.
- B. Cost of Developing Proposals. All costs related to the preparation of the proposals and any related activities are the sole responsibility of the respondent. PCMC assumes no liability for any costs incurred by respondents throughout the entire selection process.
- C. Equal Opportunity. PCMC is committed to ensuring equitable and uniform treatment of all respondents throughout the advertisement, review, and selection process. The procedures established herein are designed to give all parties reasonable access to the same fundamental information.
- D. Proposal Ownership. All proposals, including attachments, supplementary materials, addenda, etc., will be retained as property of PCMC and will not be returned to the respondent.
- E. Modification of RFP. PCMC reserves the right to cancel or modify the terms of this RFP and/or the project at any time and for any reason preceding the contract execution. PCMC will provide written notice to respondents of any cancellation and/or modification.
- F. Financial Responsibility. No proposal will be accepted from, or contract awarded to, any person, firm or corporation that is in arrears to PCMC, upon debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to the PCMC, or that may be deemed irresponsible or unreliable by PCMC. Respondents may be required to submit satisfactory evidence demonstrating the necessary financial resources to perform and complete the work outlined in this RFP.



G. Local Businesses. PCMC's policy is to make reasonable attempts to promote local businesses by procuring goods and services from local vendors and service providers, in compliance with Federal, State, and local procurement laws.

**X. Attachment 1: Business Confidentiality Request form**

Exhibit A – Playground Visuals, Color Chart, and Sample Designs

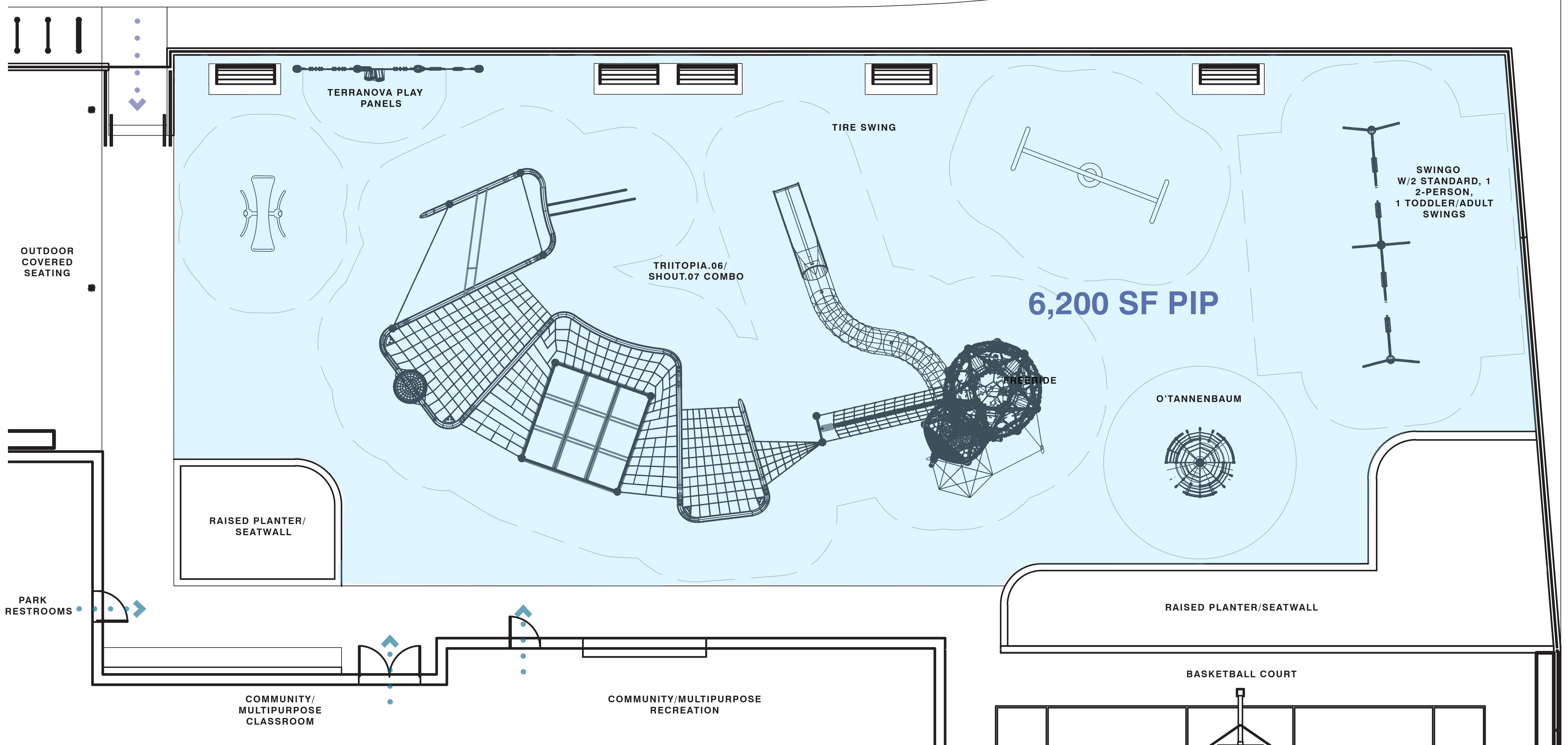
Exhibit B – Professional Services Agreement – Commissioned Artwork

Attachment 1 – Business Confidentiality Request form

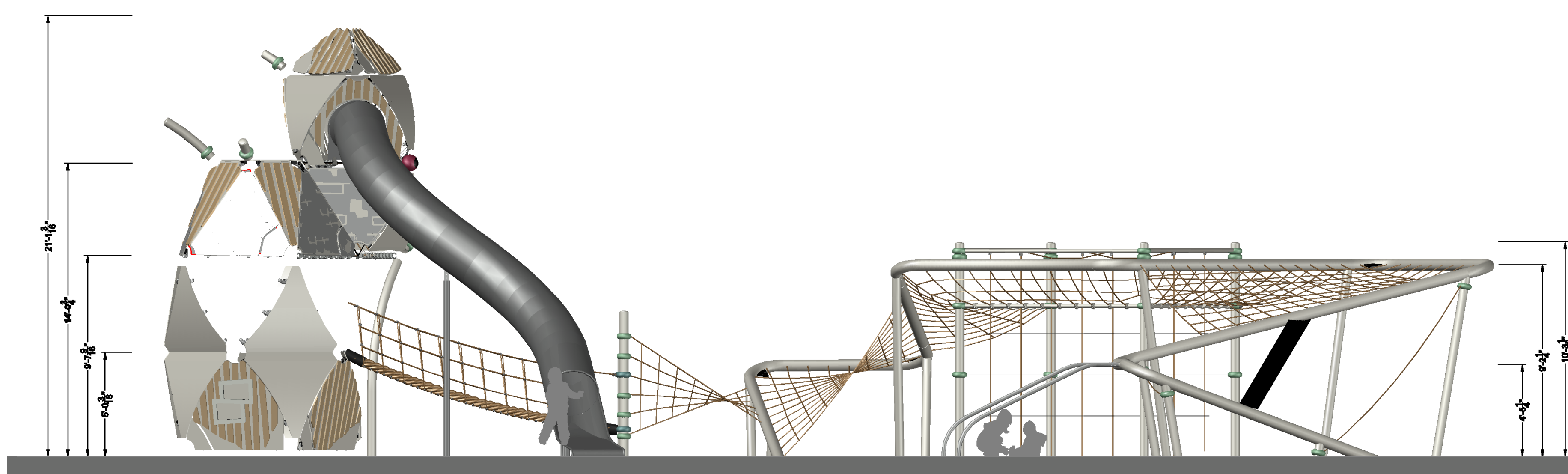
**EXHIBIT A**  
**PLAYGROUND VISUALS, COLOR CHART, AND SAMPLE DESIGNS**

# PARK CITY COMMUNITY CENTER | PLAYGROUND

NEW TRAIL CONNECTION



CONCEPTUAL PLAYGROUND PLAN | FEBRUARY 2025  
SCALE: NTS



TRIITOPIA.06/ SHOUT.07 COMBO



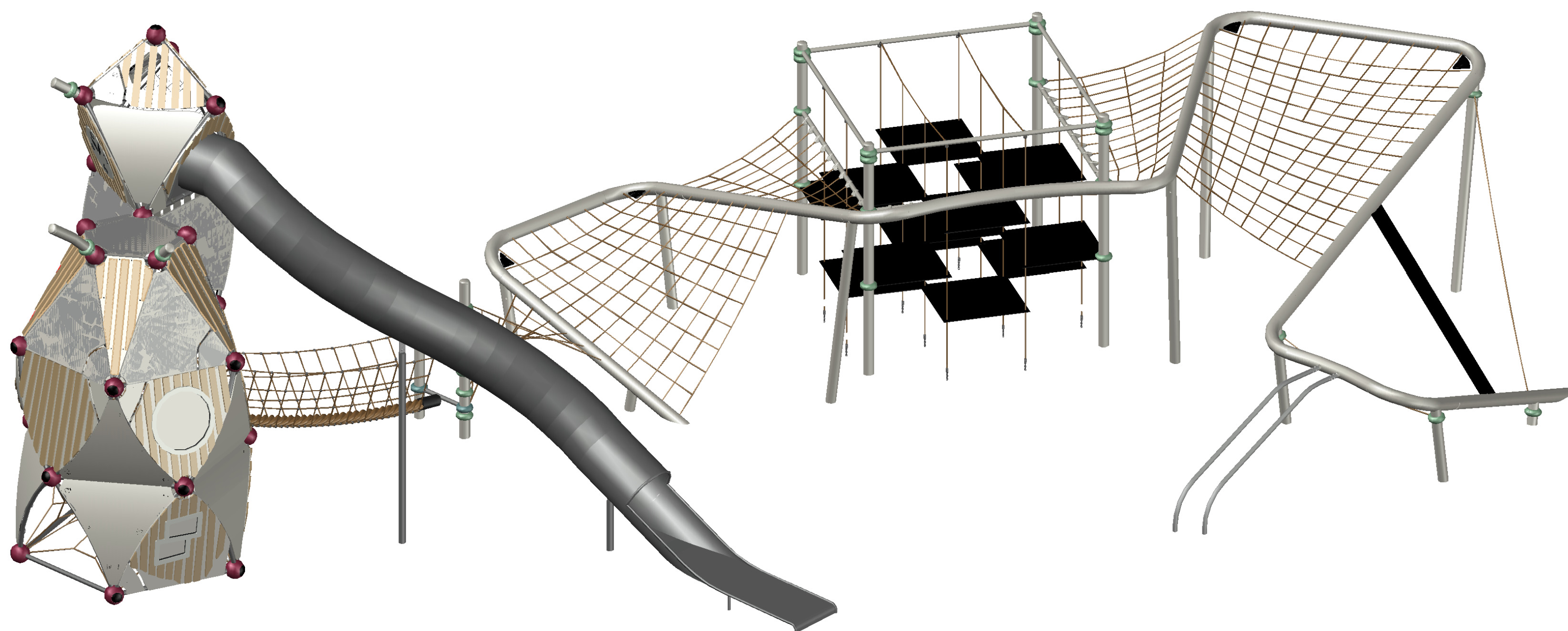
O'TANNENBAUM



SWINGO



TIRE SWING



FREERIDE



TERRANOVA



SPARANO + MOONEY ARCHITECTURE



EXISTING PARK

PLAYGROUND  
(FENCED)

BASKETBALL COURT

(2) VOLLEYBALL COURTS

OUTDOOR COVERED SEATING  
PARK RESTROOMS

PARK CITY  
COMMUNITY CENTER

OUTDOOR PATIO

PARK MAINTENANCE

BIKE RACKS

ENTRY PLAZA

PUBLIC ART

EV CHARGING STALLS

PARKING  
(18 STALLS)

PARKING  
(17 STALLS)

PARKING  
(16 STALLS)

SULLIVAN RD.

PROPOSED  
SEASONAL CLOSURE  
(REMOVABLE BOLLARDS)

SULLIVAN ROAD

MINERS  
HOSPITAL

TRASH/RECYCLING ENCLOSURE

⊗ SITE PLAN  
SCALE: 1" = 20'-0"

PARK CITY COMMUNITY CENTER



SANABODI+SECOR ARCHITECTURE



# SPECTRATURF SUPREME COLOR CHART

AVAILABLE IN 0.5-1.5MM GRANULE SIZE

## Standard Colors



## Premium Colors (Special Order)



Colors may differ slightly from above due to photo reproduction process.

All 0.5 - 1.5mm granules must utilize Aliphatic Binder

All Premium Colors have additional costs and potential longer lead times.

555 S Promenade Ave, Suite 103, Corona, CA 92879 Ph: 800-875-5788 Fax: 951-734-3630

[www.spectraturf.com](http://www.spectraturf.com)

**JAN 2023**











**EXHIBIT B**  
**SAMPLE PURCHASE AND SALE AGREEMENT FOR ARTWORK**

**PROFESSIONAL SERVICES AGREEMENT – COMMISSIONED ARTWORK**

This Professional Services Agreement – Commissioned Artwork (“**Agreement**”) is between PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation (“**PCMC**”), [insert NAME OF ARTIST], a [insert state of incorporation or formation] [insert “corporation,” “limited liability company,” or other entity type] (the “**Artist**”).

PCMC and Artist want to enter into an agreement for the Artist to create a unique and original work of art, as further defined in **Schedule A** (the “**Work**”). PCMC wants to purchase all rights to the Work and Artist is agreeable to the purchase.

The parties therefore agree as follows:

**ARTICLE 1 – SCOPE OF SERVICES.**

- A. Scope of Services. Artist shall timely perform the services and tasks identified and designated as Artist responsibilities throughout this Agreement and as outlined in **Schedule A** attached to this Agreement (“**Scope of Services**”).
- B. Artist Representative. Artist designates [insert name of Artist representative] as the authorized representative vested with the authority to act on behalf of the Artist. Artist may change its designated representative by providing written notice to PCMC.
- C. PCMC Representative. PCMC designates Stephanie Valdez or their designee as its representative who has the authority to act on behalf of PCMC.

**ARTICLE 2 – TERM.**

This Agreement will become effective as of the date the last party signed it as indicated by the date associated with that party’s signature. Artist shall deliver the completed Work to PCMC no later than **[DATE]**. The term of this Agreement ends upon PCMC’s Final Acceptance of the completed Work and delivery of the Bill of Sale, but in no event shall the term extend beyond midnight on **[DATE]** unless terminated sooner or extended as provided in this Agreement.

**ARTICLE 3 – COMPENSATION, INVOICING, AND PAYMENT.**

- A. Compensation. For performance of the Scope of Services, PCMC shall pay a total fee in an amount not to exceed **\$(insert numeric dollar amount)**.
- B. Additional Work. Any work performed beyond the defined Scope of Services requires a written request from PCMC. Compensation for such additional work shall adhere to the

terms outlined in **Schedule B**, if attached. In the absence of a **Schedule B**, any compensation for extra work shall be determined based on a mutually agreed-upon written agreement between both parties.

- C. Invoicing and Payment. Payment for services provided hereunder shall be made as follows: 50% of the total fee shall be paid upon execution of this Agreement and the remaining 50% of the total fee upon delivery and Final Acceptance of the Work by PCMC.
- D. Bill of Sale. Upon receipt of final payment, Artist shall deliver a **Bill of Sale** to PCMC for the Work in the form attached as **Exhibit 1**. Upon execution, the **Bill of Sale** will then replace Exhibit 1 to this Agreement.

#### **ARTICLE 4 – SERVICE STANDARDS AND COMPLIANCE WITH LAWS.**

- A. Service Standards. Artist shall be responsible for the quality of all services performed by its employees, agents, subcontractors, and all other persons (collectively, “**Subcontractors**”) performing any services under this Agreement. All services shall be performed in accordance with the best professional judgment and skill in conformity with the standard of care, diligence, and skill typically exercised by professionals within the Artist’s field. The Work shall be fit and suitable for the purposes intended by PCMC, which shall be determined by PCMC at the time of review and prior to Final Acceptance.
- B. Conformance to Laws. In providing services under this Agreement, Artist and its Subcontractors shall comply with all applicable federal, state, PCMC, and other local laws, regulations, and ordinances, including applicable licensure and permit requirements, regulations for certification, operation of facilities, and accreditation, employment laws, and any other standards or criteria described in this Agreement.
- C. E-Verify. Artist shall register and participate in E-Verify or an equivalent program for each employee employed within the state of Utah if this Agreement is entered into for the physical performance of services within Utah, unless exempted by Utah Code § 63G-12-302. Artist shall require that each of its Subcontractors, at every tier, certify under penalty of perjury that each Subcontractor has registered and is participating in E-Verify or an equivalent program, to the extent applicable.

#### **ARTICLE 5 – RECORDS AND INSPECTIONS.**

- A. Records. Artist shall keep any records, documents, invoices, reports, data, information, and all other material regarding matters covered, directly or indirectly, by this Agreement for six years after expiration of this Agreement. This includes everything necessary to properly reflect all expenses related to this Agreement and records of accounting practices necessary to assure proper accounting of all expenses under this Agreement.

- B. Inspection of Records. Artist shall make all of the records referenced in this section available for inspection to PCMC, its authorized representatives, the State Auditor, and other government officials authorized to monitor this Agreement by law. Artist must permit PCMC or its authorized representative to audit and inspect any data or other information relating to this Agreement. PCMC reserves the right to initiate an audit of the Artist's activities concerning this Agreement, at the expense of PCMC, utilizing an auditor selected by PCMC.
  
- C. Government Records Access and Management Act. PCMC is subject to the requirements of the Government Records Access and Management Act, Title 63G, Chapter 2 of the Utah Code (“GRAMA”). All materials submitted by Artist related to this Agreement are subject to disclosure unless the materials are exempt from disclosure under GRAMA. The burden of claiming an exemption from disclosure rests solely with Artist. Any materials for which Artist claims an exemption from disclosure based on business confidentiality as provided in Utah Code § 63G-2-309 (or successor provision) must be marked as “Confidential” and accompanied at the time of submission by a statement from Artist explaining the basis for the claim. Generally, GRAMA only protects against the disclosure of trade secrets or commercial information that could reasonably be expected to result in unfair competitive injury. PCMC will make reasonable efforts to notify Artist of any requests made for disclosure of documents submitted under a claim of confidentiality. Artist specifically waives any claims against PCMC related to disclosure of any materials pursuant to GRAMA.

#### **ARTICLE 6 – RELATIONSHIP OF PARTIES.**

- A. Independent Contractor. The parties intend that Artist is an independent contractor and not an employee of PCMC. Except as specifically provided in this Agreement, the parties intend that Artist has no authority to act on behalf of PCMC.
  
- B. Subcontractor Relationship. The Artist shall have full control and authority over performance and activities of its Subcontractors throughout the execution of this Agreement. It is the sole responsibility of Artist to ensure that its Subcontractors adhere to the terms and conditions outlined in this Agreement. Furthermore, Artist shall bear full responsibility for any actions or omissions of its Subcontractors.
  
- C. Treatment of Assets. PCMC will become the owner of all deliverables, work product, and other materials specifically created by the Artist and its Subcontractors under this Agreement.

#### **ARTICLE 7 – INDEMNIFICATION.**

- A. Definitions. In this Agreement, the following definitions apply:

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

in full by Artist, and (3) requires that the claimant release PCMC and its agents, employees, and officers from all liability alleged in the Proceeding.

- G. Waiver. Artist expressly agrees that the indemnification provision herein constitutes the Artist's waiver of immunity under Utah Code § 34A-2-105 for the purposes of this Agreement. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement. No liability shall attach to PCMC by reason of entering into this Agreement except as expressly provided herein.
- H. No Limitation. The indemnification obligations of this Agreement shall not be reduced by a limitation on the amount or type of damages, compensation, or benefits payable by or for the Artist or Subcontractor under workers' compensation acts, disability benefits acts, or other employee benefit acts.
- I. Interpretation. The parties intend that the indemnity and defense provisions in this Article shall be interpreted so as to be enforceable to the fullest extent permitted by law, but nothing herein shall be interpreted to violate public policy.

#### **ARTICLE 8 – TREATMENT OF ASSETS.**

- A. Ownership. All rights and title to the Work, including without limitation, the original Work and any reproductions or derivative works, shall pass to PCMC upon the payment of compensation due under this Agreement. Artist hereby irrevocably assigns, conveys, and otherwise transfers to PCMC, and its respective successors and assigns, title to the Work and all proprietary rights thereto.
- B. Display. PCMC shall have the right to display the Work at a location and time as determined by PCMC in its sole discretion, or relocate or remove the Work from display for any reason.
- C. Duplication of Work.

(i) Artist hereby irrevocably assigns, conveys, and otherwise transfers to PCMC and its respective successors and assigns title to the Work and all copyright, intellectual property, and other proprietary rights thereto. Artist waives any and all claims that might arise from any application of the Visual Artist's Rights Amendments to the Copyright Law of the United States, 15 U.S.C. § 106A ("VARA"). The rights provided herein are in lieu of any rights the Artist may have under VARA.

(ii) In view of the intention that the Work shall be unique, Artist shall not make any additional exact duplication or reproductions of the Work, nor any derivative works of the Work, nor shall Artist grant permission to others to do so except with the written permission of PCMC; provided however, that the Artist may use depictions of the Work

in personal promotional materials such as portfolios or resumes, and techniques and design elements from the Work in creation of other works of art.

(iii) Notwithstanding the transfer to PCMC of all rights, title and interest to the Work, Artist grants to PCMC and its assigns an irrevocable license to make two and/or three-dimensional reproductions of the Work, or any portion thereof, for commercial or noncommercial purposes, including but not limited to reproductions used in advertising, brochures, media publicity, fundraising, and catalogs or other similar publications, provided that these rights are exercised in an attractive and professional manner. Wherever practicable, PCMC shall make reasonable efforts to include Artist's name in any such advertisement, brochure, media publicity, catalog, or other similar publication in which the Work appears and to notify the Artist of its efforts.

(iv) Artist grants to PCMC the right to use Artist's name, biography, photograph or likeness in connection with the Work in any manner and in any media, provided that the use is for a non-commercial purpose.

- D. Repair or Restoration. Nothing herein shall obligate PCMC to make any repairs and/or restoration of the Work after installation nor to contract with Artist to accomplish such repairs and/or restoration.
- E. Modification. To the extent the Work involves additional or modified design elements that are incorporated by PCMC in the Work, or the Work requires elimination or modification of any design elements, PCMC may implement such design modifications into the Work. Artist retains the right to disclaim authorship and attribution of the Work if it has been altered without their involvement and agreement.
- F. Independent Sale. If in the future PCMC wishes to sell the Work separate and apart from any real property to which the Work may be integrated or affixed, PCMC will use reasonable efforts to provide the Artist with an opportunity to purchase the Work from PCMC. However, no liability shall attach to PCMC by virtue of this section. Artist agrees to keep PCMC notified in writing of changes in Artist's address, and failure to do so shall be deemed a waiver of Artist's right of first refusal to purchase the Work.

#### **ARTICLE 9 – ARTIST'S RIGHTS.**

- A. Attribution. PCMC shall provide and install, at PCMC's expense, a plaque on or near the Work, containing a credit to Artist and identifying the title of the Work.
- B. Right to Disclaim. PCMC agrees to allow Artist to elect to disclaim authorship and attribution of the Work by providing notice to PCMC. Artist may also request removal of any attribution on or near the Work.



## **ARTICLE 10 – NONDISCRIMINATION.**

Artist shall not discriminate against any employee or applicant for employment because of race; ethnicity; color; pregnancy, childbirth, or pregnancy-related conditions; age, if the individual is 40 years of age or older; religion; national origin; disability; sexual orientation; gender identity; or military status.

- A. Policy. Artist shall implement an employment nondiscrimination policy, if Artist does not already have such a policy, to effectuate the prohibition in this section.
- B. Subcontractor Flow-Through. Artist shall incorporate the foregoing non-discrimination provisions in all subcontracts or assignments under this Agreement and take action as required to ensure full compliance with the provisions of this non-discrimination policy.

## **ARTICLE 11 – ASSIGNMENT/SUBCONTRACTING.**

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

## **ARTICLE 12 – TERMINATION.**

- A. Convenience. Either party may terminate this Agreement for any reason or no reason by giving the other party at least 30 days' prior written notice. This Agreement will terminate at midnight at the end of the 30<sup>th</sup> day after that notice is effective. If, at the time of termination, the Work has not been delivered, any rights in the Work shall revert to the Artist.
- B. For Cause. If Artist fails to comply with any provision of this Agreement and fails to correct noncompliance within three days of having received written notice, PCMC may immediately terminate this Agreement for cause by providing a notice of termination to Artist.
- C. Payment for Termination. In the event of termination, PCMC shall pay Artist according to the payment schedule, on an actual work basis, or terms in the Basic Services, in City's discretion. Artist shall furnish a complete accounting of all services performed through the date of termination, less any sums already received by Artist as of the date of termination. PCMC will consider this accounting in determining payment due, less

any appropriate damages as PCMC may determine. Artist acknowledges that such compensation as determined by PCMC shall be full and complete compensation and no additional compensation or damages shall be due or provided.

**ARTICLE 13 – NOTICES.**

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

To PCMC: Park City Municipal Corporation  
P.O. Box 1480  
Park City, UT 84060-1480  
Attn: City Attorney’s Office  
[PCMC\\_Notices@parkcity.org](mailto:PCMC_Notices@parkcity.org)

With a copy to:

- PCMC’s Representative pursuant to Article 1.C.
- PCMC’s City Recorder at  
[michelle.kellogg@parkcity.org](mailto:michelle.kellogg@parkcity.org).

To Artist: [Name]  
[Address Line 1]  
[Address Line 2]  
[Email address]

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

## **ARTICLE 14 – REPRESENTATIONS AND WARRANTIES.**

Artist represents and warrants to PCMC that:

- A. Intellectual Property. Neither the Work, its components, or any other element of the Work infringe or violate any copyright or other intellectual property right.
- B. Title. Title to the Work, including all incorporated materials and components, will pass to PCMC upon receipt of final payment by Artist free and clear of all liens, claims, security interests or encumbrances.
- D. No Finders Fees. All negotiations relative to this Agreement and the transactions contemplated by and under this Agreement have been carried on without the intervention of any person whose act or acts would give rise to any valid claim against PCMC for a finder's fee, brokerage commission, or other like payment.
- E. Original Creation. Artist represents and warrants that: (a) the Work is the original creation of the Artist; (b) the Work is unique and an edition of one; (c) no identical, substantially similar, or derivative Work will be created by the Artist, except as permitted by this Agreement; the Work does not infringe upon any copyright, trademark, or any other property or personal right; (e) the Work is free and clear of liens or encumbrances from any source whatsoever; and (f) Artist knows of no adverse claims to the Work.

## **ARTICLE 15 – MISCELLANEOUS PROVISIONS.**

- A. Entire Agreement. This Agreement constitutes the entire understanding between the parties regarding the subject matter of this Agreement.
- B. Modification and Waiver. To be effective, any modification to this Agreement or to the Scope of Services must be in writing and signed by both parties. No waiver under this Agreement will be effective unless it is in writing and signed by the party granting the waiver (in the case of PCMC, by an individual authorized by PCMC to sign the waiver). A waiver granted on one occasion will not operate as a waiver on other occasions.
- C. Timely Performance. Artist shall complete the Scope of Services by any applicable deadline stated in this Agreement. Artist is liable for all reasonable damages to PCMC incurred as a result of Artist's failure to timely perform the Scope of Services required under this Agreement.
- D. Governing Law, Jurisdiction, Venue. Utah law governs all adversarial proceedings arising out of this Agreement or the subject matter of this Agreement. As the exclusive means of bringing adversarial proceedings to resolve any dispute arising out of this Agreement

or the subject matter of this Agreement, a party may bring such a proceeding in courts of competent jurisdiction in Summit County, Utah.

- E. Severability. The parties acknowledge that if a dispute between the parties arises out of this Agreement or the subject matter of this Agreement, it would be consistent with the wishes of the parties for a court to interpret this Agreement as follows: (1) with respect to any provision that it holds to be unenforceable, by modifying that provision to the minimum extent necessary to make it enforceable or, if that modification is not permitted by law, by disregarding that provision; (2) if an unenforceable provision is modified or disregarded in accordance with this section, by holding that the rest of the Agreement will remain in effect as written; (3) by holding that any unenforceable provision will remain as written in any circumstances other than those in which the provision is held to be unenforceable; and (4) if modifying or disregarding the unenforceable provision would result in failure of an essential purpose of this Agreement, by holding the entire Agreement unenforceable.
  
- F. No Non-Party Rights. Nothing in this Agreement is intended to grant rights of any kind to any non-party or create third-party beneficiary rights of any kind.
  
- G. Force Majeure. For purposes of this Agreement, a Force Majeure Event means any event or circumstance, regardless of whether it was foreseeable, that was not caused by that party and that prevents a party from complying with any of its obligations under this Agreement, but a Force Majeure Event will not include any strike or labor unrest, an increase in prices, a change in general economic conditions, or a change of law. A party that is prevented by the occurrence of a Force Majeure Event from performing any one or more obligations under this Agreement will not be liable for any failure or delay in performing those obligations, on condition that the non-performing party uses reasonable efforts to perform. The non-performing party shall promptly notify the other party of the occurrence of a Force Majeure Event and its effect on performance. Thereafter, the nonperforming party shall update the other party as reasonably necessary regarding its performance. The nonperforming party shall use reasonable efforts to limit damages to the other party and to complete its full performance under this Agreement.

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

**PARK CITY MUNICIPAL CORPORATION**, a Utah  
municipal corporation

Date: \_\_\_\_\_

By: \_\_\_\_\_

Matt Dias  
City Manager

Attest:

\_\_\_\_\_  
City Recorder's Office

Approved as to form:

\_\_\_\_\_  
City Attorney's Office

**[insert NAME OF ARTIST]**

Tax ID #: \_\_\_\_\_

PC Business License #: BL\_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

[Name]

An authorized signer

**SCHEDULE A – SCOPE OF SERVICES**

**SCHEDULE B – FEE SCHEDULE FOR EXTRA WORK**

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



**EXHIBIT 1**

**BILL OF SALE**

THIS BILL OF SALE is made as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, with a principal address of \_\_\_\_\_ (“Seller”), in favor of **PARK CITY MUNICIPAL CORPORATION**, a Utah municipal corporation (“Purchaser”). The words “Seller” and “Purchaser” shall include their respective successors and assigns where the context requires or permits.

Seller, for and in consideration of the sum of \$\_\_\_\_\_, paid upon delivery of this Bill of Sale, hereby sells, assigns, transfers, and delivers to Purchaser all of Seller’s right, title, and interest in and to the Work according to the terms set forth in the Professional Services Agreement – Commissioned Artwork, dated \_\_\_\_\_ between Seller and Purchaser (“Agreement”) and certifies that the Work is free and clear from all claims of any kind.

This Bill of Sale is issued pursuant to the Agreement and a fully executed copy shall be attached as Exhibit 1 to the Agreement.

\_\_\_\_\_  
Authorized Signer

DATE: \_\_\_\_\_

**Attachment 1**

**BUSINESS CONFIDENTIALITY REQUEST FORM**

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

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

Name: \_\_\_\_\_

Address: \_\_\_\_\_

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

\_\_\_\_\_

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

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

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

Signature of Claimant: \_\_\_\_\_

Date: \_\_\_\_\_