



City of Greeley – One Percent for Art Program  
**Request for Proposals**

**Uptown Tree Project**

The City of Greeley's One Percent for Art Program is requesting proposals from artists to create artwork for the ongoing Uptown Tree project along 8<sup>th</sup> Ave. between 10<sup>th</sup> St. and 16<sup>th</sup> St. in Greeley, CO. The Uptown Tree project is a means to aesthetically enhance 8<sup>th</sup> Avenue with variety of original 'Art Trees' in recognition of Greeley as a designated 'Tree City'. Interpretive "sculptural trees" will be purchased from artists and integrated into the corridor as permanent works of art.

**Background**

The City of Greeley is committed to linking the University of Northern Colorado (UNC) campus to downtown Greeley with a trail of artwork for pedestrians, cyclists and motorists to enjoy. This part of the Downtown/UNC Art Walk corridor will be in collaboration with Community Development's 8<sup>th</sup> Avenue improvements and the Downtown Development Authority. The Uptown Tree program allows the versatility needed to help create the art corridor.

The first "planting" of trees along the corridor in 2014 included ten trees that have added interest, form, color and fun. Five additional trees were added for the 2015 phase and another seven in 2016. A total of eight more original sculptural art trees are needed to complete this project. Artists are invited to apply their creative energies to finalize this series of Art Trees.

**Scope of Work and Budget**

Eight (8) additional art trees will be added in May of 2017. The intent of the program is to purchase tree sculptures that are diverse. Maximum creativity in design and selection of materials is encouraged. All forms of media that are appropriate and complementary to the project, theme and site, that can withstand Colorado's weather extremes, require little or no maintenance and do not invite vandalism will be considered.

There isn't a common theme and each tree will be completely unique. Art tree designs may range from literal to surreal, to kinetic, to musical and to just plain fun. There may be abstract sculptures that don't appear to have anything arboreal about them. Any form balanced in a tree-like pose that is sculpted around a 'trunk' and 'rooted' in a large planter box will meet the 'tree' definition of this program.

A budget of up to \$10,000 to cover all applicable expenses, including but not limited to design fees, execution, transportation and installation of the artwork selected is currently available for each approved art tree sculpture. Designs proposed to exceed the budget will not be considered.

**Sculptural Art Tree Guidelines**

- All artwork must be original or limited edition pieces.

- Artists are required to design artwork around a steel or aluminum pole (trunk) provided by the artist. The pole must have a 6 inch outside diameter unless otherwise approved and cannot be over 20 feet high.
- Artwork shall be fabricated and securely attached to the tree trunk pole by the artist. Pole may be painted, sculpted or otherwise modified provided that structural integrity is maintained. Artists may also create artwork around a sleeve that slips over the pole that is securely attached.
- There will not be electrical power available at any of the 'planting' sites so Art Trees must be fully self-contained. Lighting for sculptures is not acceptable in any form for this project.
- Artists will be responsible for the installation with assistance from City staff.
- The City will provide the required 40"x40"x30"H concrete planter box.
- The City will provide a 24" round 7' deep concrete base foundation.
- The artist will be required to weld a sheet of metal to the bottom of their pole to be bolted onto the 24" round concrete base.
- Maximum height for any element of the sculpture is 20 feet high.
- Clearance to walk under the lowest part of Art Trees will be 10 feet from ground level where the artwork protrudes beyond the 40" square planter.
- Any part of the Tree protruding over the street needs to be 17 ft. above ground level to avoid collisions from tall delivery trucks parking along the curb.
- Artists are encouraged to be creative in their concept, design and selection of materials while considering safety requirements common to publicly accessible artworks. The artworks must be substantially fabricated and sufficiently safe to withstand the effects of Colorado extreme weather changes including high and low temp changes, wind, rain and snow, etc. Wind load will be a major concern; **artists are highly encouraged to contact a structural engineer for advice.**
- Due to City of Greeley sign code, art trees that could be interpreted as a form of advertising or signage for businesses nearby will not be accepted.
- Sculptures will be reviewed in final form. Sculptures not built to required specifications and/or according to the contracted design may be rejected at any time before or shortly after installation upon review by the Art Commission.
- Incomplete or late entries will not be considered.

### **Proposal Timeline**

September 9, 2016 - Proposals due by midnight (the Public Art office closes at 5pm)

September 21, 2016 – Up to ten artists will be selected and notified to begin detailed design phase which includes a 3-D model built on a 1' to 1" scale.

October 12, 2016 – 3-D models and detailed design due in Public Art office by 4pm

October 19, 2016 – Final eight artists are notified and contractual process begins.

December 2016 – April 2017 – Artists fabricate off site. Monthly project updates with images will be required to show fabrication progress.

May 3 and May 17, 2017 – Two dates for sculpture installations.

### **Selection Process**

The selection committee may consist of of the Greeley Art Commission and representatives from the following: City Council, City Parks Dept., Public Works Dept. and local businesses.

Up to 10 finalists will be selected during the initial review process; designs will be assessed on aesthetic merit, originality and creativity or innovation, appropriateness to the uses of the 8<sup>th</sup> Avenue corridor as well as structural and material soundness, vandal resistance, pedestrian and traffic safety. The Greeley Art Commission will make the selection of the final 8 artists.

## **Proposal Requirements**

Proposals from artists must include the following information:

1. Resume - submit one copy – if applicable include education, past exhibits, designs and installations, and at least one reference from a previous project client.
2. Up to 6 digital images of past works/projects; include an inventory sheet including title, medium, dimensions, location and date produced.
3. A written Letter of Intent which includes the following information:
  - a. Description of the expected design approach and type of materials that would be used in the artist's anticipated work product.
  - b. An understanding of the physical setting and context of the 8<sup>th</sup> Ave. corridor.
  - c. Any experience with similar project design, construction and installation.
4. Visual example of proposed sculpture by one of the following:
  - a. Drawings showing three views of the sculpture or
  - b. A 3-D model or
  - c. Photos showing 3 views of artwork if it is pre-existing.

**Proposals should be submitted on or before September 9, 2016 electronically before midnight, or to the Public Art office before 5pm.**

**Mail or deliver to: Kim Snyder, City of Greeley, 651 10<sup>th</sup> Ave. Greeley, CO 80631.**

**Send E-mail entries time stamped by the deadline to [kim.snyder@greeleygov.com](mailto:kim.snyder@greeleygov.com) .**

## **Contract Material**

Upon selection and final approval, the selected artist must execute a contract with the City of Greeley. All finished work shall be faithful to the drawings, design, concept and budget as approved by the selection committee. Any major changes to the proposal after the contract is fully executed must be re-submitted with a written description describing the requested changes and a new 3-D model. Minor changes may be requested via email. Progress reports and payments will be made as contracted, with final payment made upon installation and approval by the City of Greeley.

## **Limitations to Liability**

The City of Greeley assumes no responsibility or liability for costs incurred by artists in responding to this RFP or in responding for any further requests for interview, additional data, etc., prior to the issuance of a contract.

## **Rejection of Proposals**

The Greeley Art Commission reserves the right to reject any proposal, or to award contracts in whole or in part if in the City's best interest.

## **Procedure if no Artist is Selected**

Final selection of an artist(s) to complete the (project) artwork will follow successful negotiations which satisfy the City's concern that the Selection Committee's recommendations and the interest of the public are best served. Should no artist be accepted, a second advertisement and Request for Qualifications may be issued.

## **Contact Information**

This Request for Proposal is issued by the City of Greeley. The City is the sole point of contact for questions related to the RFP. Questions should be directed to Kim Snyder at 970-350-9450 [kim.snyder@greeleygov.com](mailto:kim.snyder@greeleygov.com) .

## City of Greeley Uptown Tree program

Overall sculpture depth, width and height will vary between artists but planters and concrete bases supplied by the City will be consistent in size

6 inch diameter center pole 'tree trunk' no more than 20 feet high, will be supplied by Artist. No element of the sculpture may reach higher than 20 feet.

**17 ft**

Tree 'branches' protruding over the street must be 17 feet above the curb/sidewalk

Tree 'branches' protruding over the sidewalk and extending beyond the width of the planter must be more than 10 feet high for pedestrian safety

**10 ft**



40x40x30in high concrete planter, filled with dirt and seasonal plantings will be supplied by City,

Artist must weld a ½ in thick metal plate to the bottom of the center pole. The metal plate will be bolted to the concrete base.

Artist must coat metal plate and the lower two feet of pipe with a rubberized material to resist corrosion due to moisture in the soil.

**GROUND LEVEL**

**GROUND LEVEL**

24in diam. concrete base will be poured in the ground approx. 7 ft. deep by the City.

### Artist Will:

- Supply a 6 inch outside diameter steel or aluminum pole (trunk), not more than 20 feet in height or submit a written request for the use of an alternate center pole having equal or greater structural soundness.
- Fabricate and securely attach artwork to the center pole. Pole may be painted, sculpted or otherwise modified provided that structural integrity is maintained and is resistant to rust, or fabricate and securely attach artwork to a sleeve that slips over and securely attaches to the center pole.
- Weld a thick metal plate to the bottom of the 6" outside diameter pole to be bolted onto 24" round concrete base provided by the City.
- Drill 1.25" holes into the metal plate to accommodate 1" bolts in a 16" diameter on center (OC) bolt pattern. The size of the metal plate must accommodate the 16" OC diameter bolt pattern. No part of the metal base shall extend beyond the area of the 24" round concrete base. No template will be provided by City for exact dimensions and bolt-hole placement.
- Coat all areas of metal plate and bottom 2 feet of center pole with a rubber coating to create a water tight seal and reduce metal corrosion due to moist soil in the planter provided by the City.
- Weld a cap with a pad eye to the top end of the pole for installation purposes.
- Be liable for any harm to persons or damage to surrounding structures due to structural instability of any facet of the sculpture including but not limited to loose pieces falling or breaking due to weather changes.
- Consider safety requirements common to publicly accessible artworks by creating artwork that is substantially fabricated and sufficiently safe to withstand effects of Colorado extreme weather changes including high and low temperature changes, wind, rain and snow, etc. Wind load will be a major concern; artist shall insure that no part of the sculpture shall exceed the maximum moment capacity of the base which is 24 ft. kip. **The City highly encourages artists to contact a structural engineer for advice.**
- Will create artwork with all elements of the sculpture no higher than 20 feet.
- Allow clearance to walk under the lowest part of artwork; no part of the tree can be lower than 10 feet from ground level where the artwork protrudes over the 40" square planter.
- Allow traffic clearance of 17 ft. above curb level where artwork protrudes over the street.
- Provide two or more project update reports with images to show progress.
- Any major changes to the proposal after the contract is fully executed must be re-submitted with a written description describing the requested changes and a new 3-D model. Minor changes may be requested via email.
- Be responsible for the installation with assistance from City staff.

### City Staff will:

- Provide a 24" diameter round concrete sign post base at ground level with (4) – 1" diameter A449 anchor bolts on a 16" diameter on center (OC) bolt pattern as recommended and installed under direction of the City Engineer for the installation of artwork. Artwork will be installed with nuts between the ground level and the sculpture base; artwork may not sit at actual ground level.
- Provide a 40in x 40in x 30in H cement planter at the base of each Art Tree filled with dirt and seasonal plantings.
- Provide assistance with installation.
- Review sculptures in final form. Sculptures not built to required specifications and/or according to the contracted design may be rejected at any time before or shortly after installation upon review by the Art Commission.

# SAMPLE CONTRACT

## PUBLIC ART CONTRACT Uptown Tree Project

THIS CONTRACT is by and between the City of Greeley, Colorado (the “City”), a municipal corporation whose address is 1000 10<sup>th</sup> Street, Greeley, CO 80631, and \_\_\_\_\_, a [type of business] with a principal address at \_\_\_\_\_.

WHEREAS, the Greeley Art Commission (“GAC”) has selected a work by the Artist to be installed and displayed (the “Project”) in accordance with the terms of this Contract, as detailed in Appendix A.

WHEREAS, the Artist is willing to complete the Project based on the following terms and conditions.

NOW, THEREFORE, it is agreed by and between the Parties as follows:

1. This Contract is comprised of this the following:
  - a. Public Art Contract, and
  - b. Appendix A.
  - c. Proposal

All provisions of Appendix A and the Proposal are material terms of this contract and are incorporated herein.

2. Artist agrees to design, fabricate, deliver, and install the Project as set forth in the SCOPE OF WORK and SCHEDULE, as set forth in Appendix A.
3. No significant changes in the scope, design, color, size, material, or texture of the Project not in substantial conformity with the Proposal, and as set forth in Appendix A, may be made without the prior written approval of the City.
4. The City agrees to pay the Artist as set forth in the PAYMENT section of Appendix A.
5. The Project will be completed and installed on the Installation Date. The Installation Date is set forth in SCHEDULE on Appendix A. The Installation Date may be extended in the event of a delay by the City, or due to delays caused by events beyond the control of the Artist, with prior approval in writing by the Public Art Coordinator.
6. Risk of damage or loss to the Project shall remain with the Artist until Final Acceptance of the Project by the City.

# SAMPLE CONTRACT

7. The City will inspect the Project within 10 days of installation to ensure the Project conforms to the terms of the Contract. Following inspection, the City shall either (1) issue written notice to the Artist indicating that the Project is not complete, or (2) on the condition that the Project fully conforms to the terms of Contract documents, accept the Project (“Final Acceptance”).
8. At the time of Final Payment, all rights, interests and title, including but not limited to the Intellectual property rights, in and to the Project shall automatically transfer to the City except as provided herein. Artist shall retain copyright in the sculptures identified in the Scope of Work except that Artist, in recognition that the City is entering into this contract with the intent and purpose of publicly displaying the sculptures identified in the Scope of Work, irrevocably grants the City the right to publicly display the work. Artist shall further retain all rights pursuant to U.S.C.A. §106A subject to any additional limitations set forth in the Appendix. However, Artist unconditionally and irrevocably grants City the following rights:
  - a. In all materials produced by the City, or its assigns, including but not limited to advertising brochures, media publicity, and catalogs or other similar publications, the City or its assigns may make, publish and distribute two-dimensional reproductions of the Project at the sole discretion of the City subject to the Attribution as provided herein.
  - b. Attribution. The City of Greeley Department of Culture, Parks and Recreation, will use its best efforts to attribute, consistent with the foregoing paragraph, credit to the Artist in the following form: Artist name, year created (e.g. [Artist], 2016).
9. The Artist guarantees the Project shall be free from defects in materials and workmanship, and warrants the Project, for a period of one (1) year after installation and Final Acceptance of the Project. The Artist additionally represents and warrants that all powder coating is free from defects in materials and workmanship and warrants all powder coating for a period of three (3) years after installation and Final Acceptance of the Project. During such periods of time, Artist will replace any defective parts or rework any defective craftsmanship in a timely fashion at no cost to the City.
10. The Artist shall not be responsible or held liable for any damage to the Project, its surface or environment by city personnel, visitors or others that are beyond the control of the Artist.
11. The Project shall be designed to be relatively maintenance free, however, the City or its assigns, assumes responsibility for all repair and maintenance, including periodic cleaning as necessary to remove the buildup of dust, dirt and grime, in order that the Project does not become an eyesore to its environment or a detriment to the good reputation of the Artist.

# SAMPLE CONTRACT

12. The Artist shall provide maintenance recommendations to the City in writing no later than the time of Final Acceptance.
13. The Artist is responsible for all costs for delivery, materials, and workmanship for the delivered finished Project.
14. The Artist shall maintain insurance as follows:
  - a. The Artist shall not begin any work on the Project until the Artist proves to the city that the Artist has obtained, at his/her own expense, all required insurance, as described in subparagraph “b” below. The insurance must have the approval of the City as to coverage limits and form. All policies must be of the occurrence form, unless approved by the City’s Risk Manager. Deviation from this requirement obligates the Artist to submit complete copies of proposed claims made policy endorsements with the certificate of insurance.
  - b. The Artist shall obtain and maintain for the full period of the contract Commercial General Liability Insurance including bodily injury, property damage, personal injury contractual liability and products completed operations coverage with limits not less than the Colorado Governmental Immunity Act limits, currently at \$350,000 per person and \$990,000 per occurrence, and not less than those amounts as set forth in the provisions of C.R.S. § 24-10-114, as amended from time to time. The policy shall name the City of Greeley as the sole beneficiary.
  - c. As evidence of the insurance coverage required by this Contract, prior to the effective date of this Contract, Artist shall furnish a certificate of insurance to:

City of Greeley  
Culture and Public Art  
651 10<sup>th</sup> Ave.  
Greeley, CO 80631

The Certificate will name the City as an Additional Insured and must require thirty (30) days’ notice to the Additional Insured before non-renewal or cancellation. Insurance coverage required under this Contract shall be obtained from insurance companies authorized to do business in the State of Colorado.

- d. The Artist shall not cancel, materially change, or not renew insurance coverage. The Artist shall notify the Public Art Coordinator of any material reduction or exhaustion of aggregate limits. Any insurance bearing any adequacy of performance shall continue for one (1) year after completion of the Contract. If there are any policy lapses or the policy is canceled before final payment by the City to the Artist and if the Artist fails to immediately procure other insurance as specified, the City may procure other insurance and deduct the cost from any sum



# SAMPLE CONTRACT

due the Artist.

- e. Nothing contained in these insurance requirements is to be construed as limiting the extent of the Artist's responsibility for payment of damages resulting from Artist's operation under this Contract.
15. The Artist shall perform all work under this contract as an independent contractor and not as an agent or employee of the City. The Artist shall not be supervised by any employee or official of the City nor shall the Artist exercise supervision over any employee or official of the City. The Artist shall not represent she/he is an employee or agent of the City in any capacity. **The Artist is not entitled to City worker's compensation benefits and is obligated to pay state and federal income tax on money earned pursuant to this Contract.** This Contract is not exclusive; the Artist may contract with other parties.
16. The administrator for this contract shall be the Public Art Coordinator for the City of Greeley, Colorado.
17. The Artist shall obey all federal, state, and local laws and regulations applicable to the performance of the Artist's services under this Contract.
18. No alteration, change, amendments, or modification of the terms of this Contract shall be valid unless made in writing and signed by both parties and approved by appropriate action of the City.
19. The Artist shall not assign this contract without. The Artist is in a unique position and cannot be replaced. As such the Artist cannot be substituted or replaced.
20. This Contract, regardless of where executed or performed, shall be governed by and construed according to the laws of Colorado. The Parties consent to the personal jurisdiction of the state of Colorado. Any action concerning this Contract, including the enforcement or interpretation thereof, shall be brought in Weld, County, Colorado. No legal action brought concerning this Contract may be brought in or removed to a federal court. In any action to enforce or interpret this Contract, including declaratory judgment actions, the prevailing Party shall be entitled to reasonable attorney's fees.
21. None of the terms or conditions in this Contract shall give or allow any claim, benefit, or right of action by any third person not a party hereto. Any person other than the City or the Artist receiving services or benefits under this Contract shall be only an incidental beneficiary.
22. The provisions of the Contract shall be construed as to their fair meaning, and not for or against any party based upon any attributes to such party of the source of the language in question.

# SAMPLE CONTRACT

23. No representations, agreements, covenant, warranties, or certifications, expressed or implied, exist as between the parties, except as specifically set forth in the Contract.
24. All notices, requests, demands, and other communications which are required or permitted to be given under this Contract shall be in writing and shall be duly given upon delivery, if delivered personally or sent by certified mail, return receipt requested, postage prepaid, to those persons identified in REPRESENTATIVES FOR NOTICE PROVISIONS as set forth in Appendix A.
25. No waiver of any breach or default under the Contract is a waiver of any other or subsequent breach or default.
26. Should the Project not be completed, installed and accepted by the City in accordance with this Agreement, then the City, in addition to any other remedies to which it is entitled, after ten (10) calendar days' notice, shall be entitled to a refund of sums paid to the Artist by the City, on a percentage basis, relative to the amount of work delivered. The City may secure another contractor to complete the artwork. In such an instance, the Artist shall forfeit all rights retained pursuant to 17 U.S.C.A. §101, *et seq.*, and any other rights retained as specified within this Contract. If the Artist promptly refunds all sums paid by the City, the Artist shall be under no further obligations under this Contract. If the Artist fails to promptly refund sums paid, the City shall be entitled to all costs and attorney's fees for any action taken to recover such refund
27. Time is of the essence. In the event delivery is delayed where solely the cause of the Artist, Artist will be responsible for all reasonable costs to install the Project, which may include but not be limited to truck rental, traffic control and other costs deemed necessary by the City to assist the Artist.
28. **COMPLIANCE WITH C.R.S. § 8-17.5-101**
  - a. By signing this Agreement, the ARTIST certifies that at the time of the Certification, it does not knowingly employ or contract with any Illegal alien who will perform work under this contract.
  - b. By signing this Agreement, the ARTIST certifies that it shall not knowingly employ or contract with any illegal aliens to perform work under this contract; nor enter into a contract with any sub-contractor that knowingly employs or contracts with an illegal alien to perform work under this contract.
  - c. Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this contract through participation in either the E-Verify program or the Colorado Department of Labor and Employment Program.

# SAMPLE CONTRACT

- d. The ARTIST is prohibited from using the E-Verify program or the Department of Labor and Employment Program procedures to undertake pre-employment screening of job applicants while the public contract for services is being performed.
  - e. By signing this agreement the ARTIST affirmatively acknowledges that if the contractor obtains actual knowledge that a subcontractor performing work under the public contract for services knowingly employs or contracts with an illegal alien, the contractor shall be required to:
    - i. notify the subcontractor and the contracting state agency or political subdivision within three days that the contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
    - ii. terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to sub-subparagraph (i) of this subparagraph the subcontractor does not stop employing or contracting with the illegal alien; except that the contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
  - f. The Artist shall comply with all reasonable requests made in the course of an investigation by the Colorado Department of Labor and Employment. If the ARTIST fails to comply with any requirement of this provision or
  - g. If Artist violates any provision of this Contract pertaining to the duties imposed by Subsection 8-17.5-102, C.R.S. the City may terminate this Contract. If this Contract is so terminated, Artist shall be liable for actual and consequential damages to the City arising out of Contractor's violation of Subsection 8-17.5-102, C.R.S.
  - h. By signing this Agreement, the Artist certifies that it shall in all respects comply with the provisions of C.R.S. § 8-17.5-101, *et seq.*
29. This Contract shall be binding upon, and shall inure to the benefit of the parties hereto, their successors and assigns.

Executed this \_\_\_ day of \_\_\_\_\_, 20\_\_.

THE CITY OF GREELEY, COLORADO

**[ARTIST]**

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[NAME]  
[Title, if applicable]

**THE CITY OF GREELEY,  
COLORADO**

**APPROVED AS TO SUBSTANCE:**

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City Manager

**APPROVED AS TO LEGAL FORM:**

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City Attorney

**AVAILABILITY OF FUNDS:**

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Director of Finance

## APPENDIX A

SCOPE OF WORK: The Scope of Work shall include:

Project description:

Obligations of Artist:

Obligations of City:

### PAYMENT

City shall make payment to Artist in accordance with the following schedule and subject to the following conditions:

1. The total payments to Artist by City shall not exceed: [contract amount].
2. City shall make a total of [two] payments to Artist.
3. The first payment will be made to Artist upon execution of the Contract in the amount of [initial payment amount].
4. The Final Payment will be made to the Artist within 20 days ~~10 days~~ of Final Acceptance by the City as defined in the Contract, in the Amount of [final payment amount].

### SCHEDULE

The Installation Date shall be September 14, 2016, unless otherwise modified consistent with the Contract documents. Artist acknowledges that this date has been established as a common installation date of all 2016 Uptown Tree projects.

### REPRESENTATIVES FOR NOTICE PROVISIONS

For the City of Greeley:

Public Art Coordinator  
Kim Snyder

For the Artist:

[Artist]  
[Address]

651 10th Ave.  
Greeley, CO 80631  
[Phone]

[Address 2]  
[Phone]

#### ADDITIONAL TERMS AND CONDITIONS

1. Within thirty (30) days after the City's Final Acceptance of the Project, the Artist shall furnish the City with the following photographs of the Project as installed:
  - a. CD or other digital storage method with four (4) or more professional quality digital photos of the Project, in .JPG .GIF or .PNG formats, including photos taken from four (4) different viewpoints.
2. Full size reproductions, multiples, restrikes or facsimiles of the Project shall not be created, or caused to be created, in any form by the City or the Artist. The Artist shall have the right to make twenty (20) reproductions, not be larger thirty (30) percent of the original size. The Artist shall not sell any of the reproductions to any public entity within one hundred (100) miles of the City of Greeley. The smaller limited edition shall contain a credit reading substantially, "An original work designed for and commissioned by the Greeley Art Commission for the City of Greeley, Colorado."