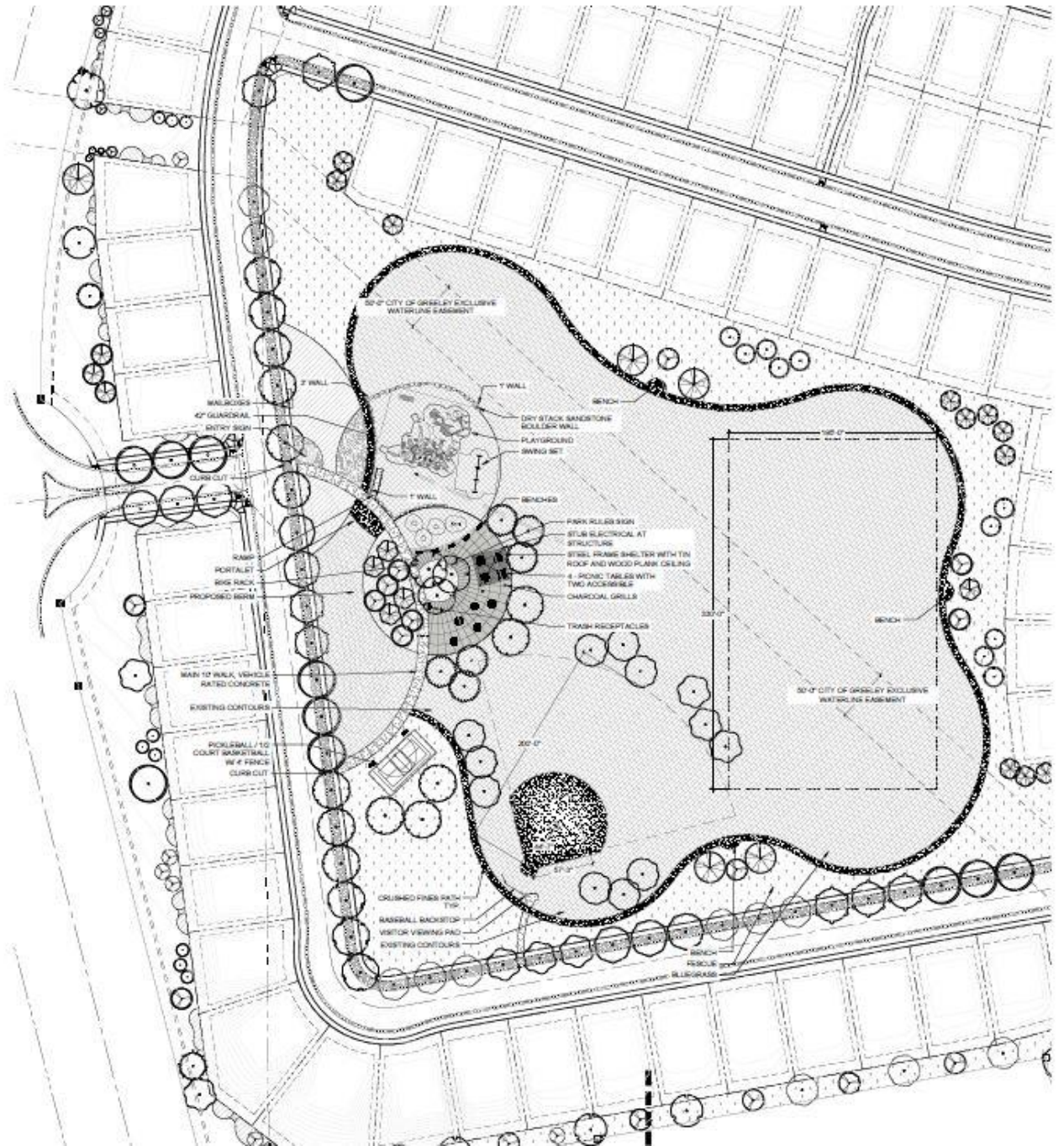


# LONGVIEW PARK CONSTRUCTION DIAGRAM



PUBLIC ART CONTRACT  
(TITLE OF PROJECT)

THIS AGREEMENT is between the City of Greeley, Colorado (“City”), whose address is 1000 10th Street, Greeley, CO 80631, and \_\_\_\_\_ (“Artist”), whose address is \_\_\_\_\_.

WHEREAS, the Artist has submitted an Artist Proposal, attached hereto and incorporated herein, and;

WHEREAS, the Greeley Art Commission has selected the art described in the Artist Proposal, to be installed and displayed at \_\_\_\_\_, Greeley, CO 80631, and;

WHEREAS, the Artist is willing to execute the art and install it for display (“Project”).

NOW, therefore, for consideration, the receipt and sufficiency of which is acknowledged, it is agreed as follows:

**SERVICES.**

1. The Artist shall perform all work necessary to complete the Project, including, design, fabrication, delivery, and installation, as set forth in Appendix A, SCOPE OF WORK, attached hereto and incorporated herein.
  - a. No significant changes in the scope, design, color, size, material or texture of the Project may be made without written agreement of both parties.
  - b. Minor changes may be requested by email. An email response approving or denying the requested changes will be sent within 10 business days of the request.
  - c. The Artist shall be responsible for obtaining and paying for all necessary permits, inspections, licenses, site security or traffic control required to complete the Project, including for installation.

**DEFINITIONS.**

2. **FINAL DESIGN:** The design of the Project including color, form, materials, size, craftsmanship, and texture as agreed to between the Artist and the City and accepted by the Greeley Art Commission in writing. The Final Design shall include both a written description and drawings, renderings or a model with paint chips.
3. **FINAL INSPECTION:** The last of the reviews of the Project, by the representative for the City, following the Artist’s notification that the Project has been completed.
4. **FINAL ACCEPTANCE:** The City’s notification to the Artist that the terms of Appendix A, SCOPE OF WORK, are substantially completed and are acceptable to the City.

**PAYMENT.**

5. The City shall make payment as set forth in Appendix A, PAYMENT.
  - a. In the event the Project is not successfully installed, the City shall be entitled to a refund of any payment(s), and shall be entitled to secure another contractor to complete the Project.

b. If the Artist does not refund any payment(s) made by the City within 10 days of the City's request, unless otherwise agreed in writing by both parties, in addition to the rights specified herein, the City shall be entitled to pursue all legal remedies allowable by Colorado law.

#### SCHEDULE.

6. The Project shall be reviewed and installed as set forth in Appendix A, SCHEDULE.

a. Risk of damage or loss to the Project shall remain with the Artist until Final Acceptance of the Project.

b. When mutually agreed, the City shall provide assistance with installation and coordinate departments that may be impacted by scheduling appropriate times for the Artist to work on site. However, the Artist shall be responsible for all costs for delivery, materials, and workmanship for the delivered, installed Project.

c. In the event installation of the Project is delayed where solely the cause of the Artist, the Artist may be responsible for other costs deemed necessary by the City.

#### DISPLAY.

7. In recognition that the City is entering into this Agreement with the intent and purpose of publicly displaying the Project, the City shall have the right to publicly display the Project as well the right to make, publish and distribute two-dimensional reproductions of the Project, subject to attribution to the Artist, as set forth in the Appendix A, ADDITIONAL TERMS AND CONDITIONS.

#### REPRODUCTION.

8. The Artist shall have the right to make 20 reproductions, not larger than 30 percent of the original size. The Artist shall not sell any of the reproductions to any public entity located within 100 miles of the City. The smaller limited reproductions shall contain a credit reading substantially, "An original work designed for and commissioned by the Greeley Art Commission for the City of Greeley, Colorado." Neither the City nor the Artist shall have any right to create or cause to be created full size reproductions, multiples, restrikes or facsimiles of the Project.

#### MAINTENANCE/WARRANTY.

9. The Project shall be maintained and warranted as follows:

a. The Artist shall provide written maintenance recommendations to the City no later than the date of Final Inspection.

b. The Artist guarantees the Project to be free from defects in materials and workmanship, and warrants the Project for a period of 3 years after Final Acceptance of the Project. During that period, the Artist shall replace any defective parts or rework any defective workmanship in a timely fashion at no cost to the City.

c. The Project shall be designed to be relatively maintenance free. It shall be substantially fabricated and sufficiently safe to be displayed in a public space as set forth in Appendix, SCOPE OF WORK.

e. After Final Acceptance of the Project, the City shall be responsible for all minor repair and maintenance, including periodic cleaning as necessary.

NOTICE.

10. The administrator for this Agreement and the Artist's contact with regard to this Agreement shall be the City's Public Art Coordinator. All written notices, requests, demands, and other communications required by this Agreement shall be delivered by the Artist by certified mail, return receipt requested, postage prepaid to:

Public Art Coordinator  
City of Greeley  
651 10th Avenue  
Greeley, CO 80631

and by the City by certified mail, return receipt requested, postage prepaid to:

Artist Name  
Artist Street  
City, State, Zip code

Email communications allowed by this Agreement to be made by the Artist to the City, to: kim.snyder@greeleygov.com, and by the City to the Artist, to: artist email\_\_\_\_\_

EMPLOYMENT STATUS.

11. The Artist shall perform all work under this Agreement as an independent contractor and not as an agent or employee of the City. The Artist shall not be supervised by any City personnel nor shall the Artist exercise supervision over any City personnel. The Artist shall not represent that the Artist is an employee or agent of the City in any capacity. The Artist is not entitled to City workers' compensation benefits and is obligated to pay state and federal income tax on money earned pursuant to this Agreement.

INSURANCE/LIABILITY.

12. The Artist shall obtain and 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 the Artist's own expense, all required insurance, as described below. The insurance must have the approval of the City as to coverage limits and form. All policies must be on an occurrence form, unless approved by the City's Risk Manager. Deviation from this requirement obligates the Artist to submit complete copies of the claims made policy with the certificate of insurance.
  - b. The Artist shall obtain and maintain for the full period of this Agreement Commercial General Liability Insurance including bodily injury, property damage, personal injury, contractual liability and products/completed operations coverage with limits not less than those of the Colorado Governmental Immunity Act, set forth in the C.R.S. §24-10-114.
  - c. As evidence of the insurance coverage required by this Agreement, prior to the date of execution of this Agreement, the Artist shall furnish a certificate of insurance to the Public Art Coordinator. The certificate shall name the City as an additional insured and must require 30 days' notice to the City before non-renewal or cancellation. Insurance coverage required under this Agreement shall be obtained from insurance companies authorized to do

business in the State of Colorado.

d. The Artist shall not cancel, materially change or fail to renew the insurance coverage described herein. The Artist shall notify the City's Public Art Coordinator of any material reduction or exhaustion of aggregate limits. All insurance shall continue for 2 years after Final Acceptance of the Project. If there are any policy lapses or the policy is canceled before the City makes Final Payment, as defined in Appendix A, to the Artist and if the Artist fails to immediately procure other insurance as specified herein, the City may procure other insurance and deduct the cost from the Final Payment.

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 the Artist's operation under this Agreement, including for injuries sustained by persons or damage to surrounding structures caused by structural instability of the Project.

#### COMPLIANCE WITH C.R.S. §8-17.5-102.

13. By signing this Agreement:

a. The Artist certifies that at the time of the certification, the Artist does not knowingly employ or contract with an illegal alien to perform work under this Agreement.

b. The Artist certifies that the Artist shall not enter into a contract with a subcontractor that fails to certify that it shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

c. The Artist has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement through participation in either the e-verify program or the Colorado Department of Labor and Employment program. However, the Artist is prohibited from using either the e-verify program or the Department of Labor and Employment program procedures to undertake pre-employment screening of job applicants while the work under this Agreement is being performed.

d. The Artist agrees that if the Artist obtains actual knowledge that a subcontractor performing work under the Contract knowingly employs or contracts with an illegal alien, the Artist shall:

(1) notify the subcontractor and the City within three (3) days that the Artist has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

(2) terminate the subcontract with the subcontractor if within three (3) 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 Artist shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

e. The Artist agrees that the Artist shall comply with all reasonable requests made in the course of an investigation by the Colorado Department of Labor and Employment.

f. The Artist agrees that if the Artist violates any provision of this Agreement pertaining to the duties imposed by C.R.S. §8-17.5-102, the City may terminate this Agreement. If this Agreement is so terminated, the Artist shall be liable for actual and consequential damages to the City arising out of the Artist's violation of C.R.S. §8-17.5-102.

g. The Artist certifies that the Artist shall in all respects comply with the provisions of C.R.S. §8-17.5-102.

GENERAL PROVISIONS.

14. The Artist shall obey all federal, state, and local laws and regulations applicable to the performance of the Artist's services under this Agreement.

15. This Agreement, regardless of where executed or performed, shall be governed by and construed according to the laws of the state of Colorado. The parties consent to the personal jurisdiction of the state of Colorado. Any action concerning this Agreement, including its enforcement or interpretation, shall be brought in Weld, County, Colorado. In any action to enforce or interpret this Agreement, the prevailing party shall be entitled to reasonable attorney's fees. None of the terms or conditions in this Agreement shall give or allow any claim, benefit or right of action by any third person not a party. Any person other than the City or the Artist receiving services or benefits under this Agreement shall be only an incidental beneficiary.

16. This Agreement is not exclusive; the Artist may contract with other parties. However, the Artist may not assign this Agreement and this Agreement shall be binding upon, and shall inure to the benefit of the parties, their successors and assigns.

17. No waiver of any breach or default under this Agreement is a waiver of any other or subsequent breach or default.

18. No representations, agreements, covenant, warranties or certifications, expressed or implied, exist between the parties, except as specifically set forth in this Agreement.

19. This Agreement may be signed in any number of counterparts, each counterpart is an original, and together, all counterparts form one single document.

[SIGNATURE PAGES TO FOLLOW]

**(TITLE OF PROJECT)**  
**PUBLIC ART CONTRACT**  
**SIGNATURE PAGE**

The undersigned parties hereby agree that this Contract is made up of all documents included herein, including but not limited to the Contract and the City's Appendix.

**THE CITY OF GREELEY, COLORADO**

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_

APPROVED AS TO SUBSTANCE:

By: \_\_\_\_\_  
Director  
Culture, Parks and Recreation Department

AVAILABILITY OF FUNDS:

By: \_\_\_\_\_  
Assistant Finance Director

**ARTIST**

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_

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

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

Title: \_\_\_\_\_

EXAMPLE ONLY APPENDIX A

SCOPE OF WORK: The Scope of Work shall include:

Project Description: Also see attached Artist Proposal

**REQUIREMENT TO NOTIFY STAFF WHEN THEY ARE GOING TO BE WORKING  
ONSITE AT LEAST 2 HOURS IN ADVANCE**

Proposal submitted by the Artist includes a large mural, approximately 2500 sq. ft., to be painted directly onto the east facing brick wall of the building owned by the business of ‘Warm Hugs’ located at 809 10th St, Greeley, CO 80631.

**PAYMENT:**

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

1. The total payments to the Artist by the City shall not exceed: \$\_\_\_\_\_.00. The City shall make a total of five (5) payments to the Artist.
  - a. The first payment, in the amount of \$\_\_\_\_\_.00, will be made to the Artist within two weeks of execution of the Public Art Contract and all required paperwork has been received by the City.
  - b. The second payment, in the amount of \$\_\_\_\_\_.00, will be made to the Artist upon receipt by the City of invoice showing the Artist's costs for development and delivery of the Final Design to include detailed color images with dimensions, timeline and itemized budget breakdown. Once this payment is made to the Artist for the Final Design, all rights to the Final Design will transfer to the City.
  - c. The third payment, in the amount of \$\_\_\_\_\_.00, will be made to the Artist upon receipt by the City of invoice showing artist has been billed or has paid for tools, professional services and other materials and services incurred for the production of the Project.
  - d. The fourth payment, in the amount of \$\_\_\_\_\_.00, will be made to the Artist upon installation of Project.
  - e. The Final Payment, in the amount of \$\_\_\_\_\_.00, will be made to the Artist within 30 days of Final Acceptance by the City as defined in the Public Art Contract.

**SCHEDULE**

The Artist shall:

1. Develop the Project design with the selection committee until both parties agree it is final (“Final Design”) with one meeting in person if deemed necessary by the City and if



- follow up meetings are needed for clear communication between all parties, they may be done through telephone or Skype.
2. Submit Final Design for approval by the Greeley Art Commission and the Downtown Development Authority on or before March 1, 2018.
  3. Within twenty (20) days after the Artist submits the Final Design, the Greeley Art Commission will review and notify the Artist of acceptance of the Final Design.
    - a. If the Final Design is not accepted, the Artist shall continue to develop the design until all parties, including the Greeley Art Commission, agree it is final.
    - b. Upon notice to the Artist that the Final Design is accepted and transfer of the corresponding payment to the Artist, all rights, interests, and title to the Final Design shall automatically transfer to the City.
  4. Be prepared to begin installation of artwork as early as April 1, 2018 as weather allows.
  5. Submit photos at least once a week showing the evolution of the Project during the actual painting process; cell phone snapshots are acceptable.
  6. Installation of the Project will be completed on or before June 1, 2018. This date may be changed by the City with thirty (30) days prior notice to the Artist, or as otherwise modified by written agreement of both parties.
    - a. A Final Inspection will be conducted by the City within ten (10) days following the Artist's notice to the City that the installation of the Project is complete.
    - b. The City will provide the Artist with a letter stating the results of its Final Inspection, either by email or regular mail.

#### ADDITIONAL TERMS AND CONDITIONS:

1. Within ten (10) days after the City's Final Inspection of the Project, the Artist shall furnish the City with the following photographs of the Project as installed: on a CD or other digital storage method with one (4) or more high resolution quality digital photographs of the painted mural (the Project) in .JPG, .GIF or .PNG formats.
2. Final Acceptance will occur after a successful Final Inspection, and when the maintenance recommendations and photographs have been received by the City.
3. 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 project design identified in the Scope of Work. Artist shall further retain all rights pursuant to U.S.C.A. §106A subject to any additional limitations set forth in the Appendix.
4. The City will use its best efforts to attribute credit to the Artist as follows: Artwork by Eleanor Yates, 2018.
5. The Contract Documents may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same document. The Contract Documents, including all component parts set forth above, may be executed and delivered by electronic signature by any of the parties and all parties consent to the use of electronic signatures.

## ARTIST PROPOSAL

Artist Proposal for a mural located on the east facing wall of the building owned by the business of 'Warm Hugs' located at 809 10th St, Greeley, CO 80631.

Warm Hugs mural is an engaging, bright, uplifting piece which all ages and types of people will love for many years to come.



Radiating with color, the ant's eye view of local blossoming flowers in an impressionistic/pointillist style is fresh and simple, yet mature. Located in downtown Greeley, near a thriving mural arts walk and many shops, museums and restaurants, this mural will nourish the soul of the community.

One of the longest lasting outdoor paints on the market across the globe would be Sherwin Williams Sher-cryl, which was developed as a marine paint, but has been widely used for murals in Philadelphia. It is great for withstanding high and low temperatures, rain and snow as well as direct sunlight. It is also possible to use Nova Color, Golden Artist paints, or outdoor latex paints found at any local paint shops. The best varnish would be Golden's MSA varnish with a soft Gel for an isolation coat, Sherwin Williams clear or Nova Color outdoor varnish.

Due to the texture of the wall, it would be best to paint the mural directly onto the wall. Spring of 2018 would be the best time because the heat of the summer might be too intense. I would be available to begin the project in April, and believe that with one or two assistants, it would take 3-5 weeks. Scaffold and lifts are possible on the site, but lift trucks may be more readily available.

Mural conservation can be easy and affordable, if there is someone who will remember to take the necessary steps in 8-15 years. Maintenance requirements would be to clean and reseal the mural every 8-15 years with a high quality outdoor sealer. This could be Novacolor's 216 Exterior Varnish (satin) or Nova Color 206 Gloss Medium and Varnish, or Golden's two part varnish MSA Varnish (UVLS,) or Sherwin William's exterior sealer or any comparable substitute. This will brighten the colors and give the mural a very long life.

The choice of materials would be paints from the three companies I just mentioned -- Nova Color from California, Golden artist paints or Sherwin Williams exterior paints. It may be wise to decide on one company for the paints and sealer, but the primer isn't as finicky and can be

purchased from a paint store. This chosen company should be easy for the City of Greeley to order from in about ten years. Manufacturer specifications:

Nova Color: [www.novacolorpaint.com/pages/questions.html](http://www.novacolorpaint.com/pages/questions.html),

Golden artist paints: [www.goldenpaints.com/technicalinfo\\_hevbod](http://www.goldenpaints.com/technicalinfo_hevbod),

Sherwin Williams: [www.sherwin-williams.com/architects-specifiers-designers/specifications](http://www.sherwin-williams.com/architects-specifiers-designers/specifications)