

TERMS AND CONDITIONS FOR SERVICES



Attention: Kim Snyder

City of Greeley, Culture, Parks and Rec Department/Division

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Questions regarding this quote may be directed to Kim Snyder at 970-350-9450.

The City of Greeley requires project completion on or before 2024

Specifications/Scope of Work (SOW): The SOW is incorporated within the terms of this Contract.

REQUIREMENTS

Vendor (Artist) will work remotely with the selection committee to further develop design(s) that have been submitted and approved by the Art Commission (see Exhibit A). Artist will adapt their design to fit the dimensions of a specific traffic control cabinet (TBA) for the four vertical sides until all parties agree it is final.

Once the final design is accepted by the Greeley Art Commission and payment is made for the design, the City will retain all rights of the final design the final layout submitted. Artist will retain rights to any individual portions of the design that the artist had previously created. For example, if the artist used photographic images of a painting(s) on canvas, the artist will retain the rights to the canvas painting including all copies of the canvas painting.

The artist shall not sell reproductions of the final layout design to any public entity within one hundred (100) miles of the City of Greeley. Once the final design is accepted by the Greeley Art Commission and payment is made for the design, the city will retain all rights to the final design. The City will commission the final design(s) to be printed on vinyl and installed on an assigned metal cabinet in the City of Greeley by a professional.

The Artist grants the City full-unlimited rights to reproduce the final design provided by the vendor (Artist) 1) to have the final design(s) printed for the initial installation and 2) for reprinting the final design to replace, repair or maintain the vinyl wrap by signing this agreement; the integrity of the Vendor's (artist) design will be respected when within the City's control.

COMPENSATION

Artists will be compensated a total of \$525 for 1) the purchase of their design, 2) time required to make any requested changes to the design before the printing, and 3) to submit a high-resolution digital image of the final design.

FORMATTING

The Artist shall transfer high-resolution files to the designated point of contact (TBD); all final designs submitted will be significantly enlarged and may need to be altered slightly to fit the specific conditions of selected cabinet layout. Final artwork will be fitted to incorporate all existing official labeling on the cabinet and to avoid interference with any functioning parts such as vents, hinges, locks, handles and the legibility of any cautionary text.

The city will contract with a sign company to print and install all vinyl wraps at the city's cost. The required format for final designs will be announced after a print company has been selected. PSD or TIF are usually preferred and may need to be set at the highest possible resolution (600dpi or greater).

Artists may require assistance from a professional photographer and/or a graphic artist at their own cost with the creation of high-resolution files.

RECOGNITION

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. The City will use its best efforts to attribute credit to the Artist as follows: Artwork by 'Artist Name', 'title of work', 'date installed'.

MAINTENANCE:

If artwork needs repair, due to age, damage, or company maintenance, the original artist may be contacted, or a professional contractor may be hired to perform such repairs using the original artist's design. The city and the utility retain the authority and right to remove or paint over the image at any time, without notice, for any reason, including maintenance, replacement, safety, and vandalism. The average life expectancy of traffic cabinet art commissioned under this program is 3-5 years.

INSURANCE REQUIREMENT

The article 6 Insurance requirement will be waived as long as the artist does not travel or do any onsite work for this project in the production of the digital imaging for the vinyl wrap.

CONTRACT FOR SERVICES

This Contract is entered into by and between the party identified on the quote for this Contract ("VENDOR"), and the CITY OF GREELEY, COLORADO acting by and through the department named on the Invitation to Quote for this Contract ("CITY") and collectively referred to as the "PARTIES." The PARTIES agree to the terms and conditions in this Contract.

ARTICLE 1. DEFINITIONS

CITY- the City of Greeley, Colorado and shall include its agents, officials, and employees.

CONTRACT – an enforceable Contract as defined in Section 4.20.030 of the Greeley Municipal Code that is written evidence of CITY'S acceptance of VENDOR'S offer to provide goods and/or perform the work of the contract for the price stated therein.

SERVICES - the material, labor, and/or skills the professional consultant or other VENDOR is to provide to CITY by operation of the Contract.

VENDOR - any individual person or business entity to which the contract is issued and includes the Vendor's agents, servants, and employees.

ARTICLE 2. SERVICES AND PAYMENTS

- 2.1 VENDOR shall provide to CITY the services set out in the Statement of Work issued by the CITY (the "Services"). The VENDOR shall provide the Services:
- A. in accordance with the terms and subject to the conditions set forth in the Statement of Work and this Contract;
 - B. using personnel of required skill, experience, and qualifications;
 - C. in a timely, workmanlike, and professional manner;
 - D. in accordance with the highest professional standards in VENDOR'S field; and
 - E. to the reasonable satisfaction of CITY.
- 2.2 For the Services to be performed hereunder, CITY will pay to VENDOR those fees determined in accordance with VENDOR'S quote. Said fees will be payable within 30 days of receipt by CITY of an invoice from Service Provider accompanied by documentation reasonably requested by CITY evidencing all charges.
- 2.3 CITY certifies the following:
- A. An amount of money equal to or greater than the contract amount has been appropriated and budgeted for the Services.
 - B. No change order or additional Contract, which requires additional compensable work to be performed by the VENDOR, will be issued by CITY unless an amount of money has been appropriated and budgeted in an amount sufficient to compensate VENDOR for such additional compensable work.

ARTICLE 3. TERM AND TERMINATION

- 3.1 This Contract shall commence as of the Effective Date and shall continue thereafter until the completion of the Services unless sooner terminated.

- 3.2 CITY in its sole discretion, may terminate this Contract in whole or in part, at any time without cause, and without liability except for required payment for services rendered, and reimbursement for authorized expenses incurred, prior to the termination date, by providing at least 60 days' prior written notice to Service Provider.
- 3.3 Either Party may terminate this Contract, effective upon written notice to the other Party (the "Defaulting Party"), if the Defaulting Party breaches this Contract, and such breach is incapable of cure or is not cured within a reasonable time.

ARTICLE 4. PURCHASING ORDINANCE

This solicitation and contract are made in accordance with Chapter 4.20 of the Greeley Municipal Code, which law is incorporated by reference as if fully set forth herein.

ARTICLE 5. JURISDICTION AND COMPLIANCE WITH LAW

This Contract is executed and delivered and is intended to be performed in the State of Colorado. The laws of Colorado shall govern the interpretation and enforcement of this Contract. Venue for all actions regarding this Contract shall be Weld County, Colorado. VENDOR will perform all obligations under this Contract in strict compliance with all federal, state, and municipal laws.

ARTICLE 6. INSURANCE

VENDOR shall procure, at his own expense, and maintain for the duration of any work, insurance coverage as set forth herein at all times during the term of this Contract. All insurance policies shall be issued by insurance companies approved to do business in the State of Colorado.

- 6.1 Workers' Compensation. Workers' compensation insurance as required by state statute, and employers' liability insurance covering all VENDOR'S employees acting within the course and scope of their employment.
- 6.2 General Liability. Commercial general liability insurance covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows:
- A. \$1,000,000 each occurrence;
 - B. \$1,000,000 general aggregate;
 - C. \$1,000,000 products and completed operations aggregate.
- 6.3 Automobile Liability. Automobile liability insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit of \$1,000,000 each accident combined single limit.6.4 Professional Liability Insurance.
- 6.4 Professional liability insurance covering any damages caused by an error, omission or any negligent act with minimum limits as follows:
- A. \$1,000,000 each occurrence; and
 - B. \$1,000,000 general aggregate.
- 6.5 Additional Insured. CITY shall be named as additional insured on all required policies.
- 6.6 Primacy of Coverage. Coverage required of CONTRACTOR/PURCHASER/SELLER shall be primary over any insurance or self-insurance carried by CITY.

- 6.7 Cancellation. The above insurance policies shall include provisions preventing cancellation or non-renewal, except for cancellation based on non-payment of premiums, without at least 10 days prior notice to CITY.
- 6.8 Certificates. Contractor shall provide to CITY certificates evidencing VENDOR'S insurance coverage required in this Contract within seven Business Days following the Effective Date. No later than 15 days before the expiration date of VENDOR'S coverage, VENDOR shall deliver to the CITY certificates of insurance evidencing renewals of coverage. At any other time during the term of this Contract, upon request by the CITY, VENDOR shall, within seven Business Days following the request by the CITY, supply to the CITY evidence satisfactory to the CITY of compliance with the provisions of this Contract.

ARTICLE 7. INDEPENDENT CONTRACTOR

VENDOR is, and shall be, in the performance of all work services and activities under this Contract, an independent contractor, and not an employee, agent, or servant of CITY. All persons engaged in any of the work, or services performed pursuant to this Contract shall, at all times and in all places, be subject to VENDOR'S sole direction, supervision and control. VENDOR shall exercise control over the means and manner, in which it and its employees perform the work and, in all respects, VENDOR'S relationship and the relationship of its employees to e CITY shall be that of an independent contractor and not as employees or agents of CITY. In the VENDOR'S capacity as an independent contractor, they are not eligible for City of Greeley Worker's Compensation coverage.

ARTICLE 8. APPROVAL OF SERVICES

The authorized representative of CITY shall be allowed to inspect the services performed and the work product offered by VENDOR at all times. VENDOR shall provide safe, convenient and proper facilities for inspection of such work product.

ARTICLE 9. CHANGES IN THE WORK

CITY, without invalidating the contract, may order additional services, and make any other reasonably related changes to the contract by altering, adding to, or deducting from services required. The price and time for completion of the services may be adjusted accordingly by mutual Contract in writing.

ARTICLE 10. DEDUCTION FOR NONCONFORMING SERVICES

If CITY deems the services deficient or inefficient and determines that modification or correction of the services is inexpedient, CITY shall make an equitable reduction of the price therefore.

ARTICLE 11. CITY'S RIGHT TO TAKE OVER THE WORK

If VENDOR should fail to provide the services properly and diligently, or default in performance of any provision of the Contract and of collateral documents, CITY, after written notice to VENDOR and his surety (if any) may, without prejudice to any other remedy CITY may have, dismiss VENDOR and complete the work or hire other service providers and may deduct the cost of so doing from any unpaid balance of the price due or to become due to VENDOR. If the cost of completing the services is in excess of the unpaid balance of the price, VENDOR shall reimburse CITY the cost of such excess, which CITY has paid or will pay. CITY shall have a cause of action at law for the amount of such excess and all costs of prosecution of such action, including attorney's fees.

ARTICLE 12. CITY'S RIGHT TO SUSPEND VENDOR'S PERFORMANCE

For good and sufficient cause, such as (i) unsuitable services, (ii) improper superintendence, (iii) VENDOR'S failure to carry out any reasonable order or to perform any provision of the Contract and collateral documents, (iv) any other circumstance unfavorable for the prosecution of the work, of (v) CITY shall have the right to suspend the VENDOR'S performance of the services for CITY'S convenience. Notice of such suspension shall be in writing. VENDOR shall resume performance of the work promptly when so notified to resume in writing.

ARTICLE 13. RIGHT TO BAR PERSONS FROM THE WORK AND SITE

CITY reserves the right to bar any person, including employees of VENDOR and Subcontractors, from CITY'S work site. This shall not be treated as a request for the employee's termination but a request that the employee not be assigned to work on CITY'S work site. No increase in contract time or price is authorized.

ARTICLE 14. ACCEPTANCE AND FINAL PAYMENT

Within a reasonable time after the VENDOR'S completion of the services, CITY will review the final work product to determine whether the services have been completed in accordance with the Contract and collateral documents. When the owner indicates approval and acceptance of the services, the VENDOR may requisition final payment, including retainage, if any, on account of the Contract price.

ARTICLE 15. GUARANTY AND WARRANTIES

VENDOR shall furnish CITY with a written guarantee for one (1) year covering all performance standards, labor, materials, and workmanship incorporated in the services performed. VENDOR, in instances of services performed or material or equipment furnished for which warranties are required by the specifications, shall procure such warranties and deliver them to CITY upon completion of the services. Such warranties will in nowise lessen VENDOR'S responsibilities under the Contract documents. Whenever warranties or guarantees are required by the specifications for a period longer than one (1) year, such longer period shall govern.

ARTICLE 16. TABOR

The parties understand and acknowledge that each party is subject to Article X, Section 20 of the Colorado Constitution ("TABOR"). The parties do not intend to violate the terms and requirements of TABOR by the execution of this Contract. It is understood and agreed that this Contract does not create a multi-fiscal year direct or indirect debt or obligation within the meaning of TABOR and, notwithstanding anything in this Contract to the contrary, all payment obligations of CITY are expressly dependent and conditioned upon the continuing availability of funds beyond the term of CITY'S current fiscal period ending upon the next succeeding December 31. Financial obligations of CITY payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of CITY and applicable law. Upon the failure to appropriate such funds, this Contract shall be deemed terminated.

ARTICLE 17. DISPUTES

Any dispute arising under this contract, which is not disposed of by Contract, shall be decided by CITY, who shall reduce its decision to writing and furnish a copy thereof to VENDOR. The decision of CITY shall be final. Pending final decision of a dispute hereunder, VENDOR shall proceed diligently with the performance of this contract.

ARTICLE 18. REMEDIES

- 18.1 The rights and remedies under this Contract are cumulative and are in addition to and not in substitution for any other rights and remedies available at law or in equity or otherwise, except to the extent expressly provided in this Contract.
- 18.2 The parties agree that irreparable damage would occur if any provision of this Contract were not performed in accordance with the terms hereof and that the parties shall be entitled to equitable relief, including injunctive relief or specific performance of the terms hereof, in addition to any other remedy to which they are entitled at law or in equity.

ARTICLE 19. INDEMNIFICATION

VENDOR shall indemnify and save harmless CITY, from and against all claims, liability, demands, losses, and/or expenses resulting from any negligent act or omission of VENDOR, its agents, subcontractors and suppliers in the performance of services under this Contract. Such duty to indemnify and save harmless CITY shall be for an amount represented by the degree or percentage of negligence or fault attributable to VENDOR. If VENDOR is providing architectural, engineering, design, or surveying services, the obligation to indemnify and pay costs, expenses, and attorneys' fees, is limited to the amount represented by the degree or percentage of negligence or fault attributable to the VENDOR, or VENDOR'S agents, subcontractors, or suppliers as determined by adjudication, alternative dispute resolution, or otherwise resolved by mutual Contract between VENDOR and CITY. VENDOR'S indemnification obligation shall not be construed to extend to any injury, loss, or damage caused by CITY'S own negligence.

ARTICLE 20. PUBLIC CONTRACTS FOR SERVICES

20.1 This Article shall apply if this contract is a Public Contract for Services as defined in C.R.S. §§ 8-17.5-101, et seq. VENDOR shall not knowingly employ or contract with an illegal alien to perform work under this Contract.

20.2 VENDOR shall not knowingly contract with a subcontractor that (i) knowingly employs or contracts with an illegal alien to perform work under this Contract or (ii) fails to certify to the VENDOR that the subcontractor will not knowingly employ or contract with an illegal alien to perform work under this Contract.

20.3 VENDOR has confirmed the employment eligibility of all employees newly hired for employment to perform work under this Contract through participation in either the E-verify program administered jointly by the United States Department of Homeland Security and the Social Security Administration or the employment verification program of the Colorado Department of Labor & Employment.

20.4 VENDOR shall not use either E-verify or Colorado Department of Labor & Employment program procedures to undertake pre-employment screening of job applicants while performing work under this Contract.

20.5 If VENDOR obtains actual knowledge that a subcontractor performing work under this Contract knowingly employs or contracts with an illegal alien, the VENDOR shall, unless the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien:

- A. notify the subcontractor and CITY within three days that VENDOR has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
- B. terminate the subcontract with the subcontractor if, within three days of receiving notice that VENDOR has actual knowledge that the subcontractor is employing or contracting with an illegal alien, the subcontractor does not stop employing or contracting with the illegal alien; except that VENDOR 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.

20.6 VENDOR will comply with any reasonable request by the Colorado Department of Labor made in the course of an investigation that the Department is undertaking with regard to this Contract.

ARTICLE 21. PUBLIC CONTRACTS WITH NATURAL PERSONS

VENDOR, if a natural person 18 years of age or older, hereby swears and affirms under penalty of perjury that he or she (i) is a citizen or otherwise lawfully present in the United States pursuant to federal law, (ii) shall comply with the provisions of §§24-76.5-101, et seq., C.R.S., and (iii) has produced one form of identification required by §24-76.5-103, C.R.S. prior to the Effective Date of this Contract.

ARTICLE 22. COUNTERPARTS AND ELECTRONIC SIGNATURES

This Contract may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same document. This Contract, including all component parts, may be executed and delivered by electronic signature by any of the PARTIES and all PARTIES consent to the use of electronic signatures.

ARTICLE 23. AUTHORITY TO BIND

Each individual signing this Contract directly and expressly warrants that he/she has been given and has received and accepted authority to sign and execute the documents on behalf of the Party for whom it is indicated he/she has signed, and further has been expressly given and received and accepted authority to enter into a binding Contract on behalf of such Party with respect to the matters concerned herein and as stated herein.

ARTICLE 24. ASSIGNMENT; SUCCESSORS AND ASSIGNS

This Contract shall not be assignable by either party without the other party's prior written consent. Except as so restricted, this contract shall inure to the benefit of and be binding upon the heirs, personal representatives, successors and assigns of the parties.

ARTICLE 25. NO THIRD PARTY BENEFICIARIES

This Contract is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Contract.

ARTICLE 26. SEVERABILITY

If any term or provision of this Contract or any portion of a term or provision hereof or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Contract shall not be affected thereby, and each term and provision of this Contract and each portion thereof shall be valid and be enforced to the fullest extent permitted by law.

ARTICLE 27. VENUE AND GOVERNING LAW

This Contract is being executed and delivered and is intended to be performed in the State of Colorado, and the laws of Colorado shall govern the validity, construction, enforcement, and interpretation of this Contract. Venue for all actions regarding this Contract shall be Weld County, Colorado.

ARTICLE 28. COLORADO LABOR

In accordance with C.R.S. §8-17-101, all parties contracting with the City of Greeley on public works projects shall employ Colorado labor to perform the work to the extent of not less than eighty percent (80%) of each type or class of labor in the several classifications of skilled and common labor employed on this project.

ARTICLE 29. FORCE MAJEURE

To the extent that either party is not able to perform an obligation under this Agreement due to fire; flood; acts of God; severe weather conditions; strikes or labor disputes; war or other violence; acts of terrorism; plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine or other employee restrictions; act of authority whether lawful or unlawful, compliance with any law or governmental order, rule, regulation or direction, curfew restriction, or other cause beyond that Party's reasonable control, that Party may be excused from such performance so long as such Party provides the other Party with prompt written notice describing the condition and takes all reasonable steps to avoid or remove such causes of nonperformance and immediately continues performance whenever and to the extent such causes are removed.

QUOTE

Pricing for this quote must include all labor, materials, delivery and the means to complete this project as required.

Services Contract Price: \$525

This quote may be awarded to one or multiple vendors as deemed in the best interest of the City of Greeley.

By submitting a quote you acknowledge that you understand and will comply with all terms and conditions set forth in the Contract associated with this Invitation for Quote. Signing this quote evidences your intent to be bound by the terms of the Contract.

By submitting this quote you further certify that this quote is made without prior understanding, Contract or connection with any business or person submitting a competitive quote and without prior commitment or influence from any person or department from the City of Greeley for this same material or service: and therefore, is in all respects fair and without collusion or fraud. Collusive quoting is a violation of State and Federal law and can result in fines, imprisonment, and civil damages. Quotes received without this signed statement will be deemed non-responsive.

Be advised that price will not be the only criteria of award; vendor performance and service history with the City of Greeley will also be considered.

Payment will be made to the vendor submitting pricing for this quote unless otherwise noted. It is the responsibility of the vendor to inform the City of Greeley of this information prior to a purchase order being processed. If this information is not made available to the City of Greeley prior to this time, it is the responsibility of the vendor submitting this quote to issue payment to another party.

Invoices for services will be submitted with an itemized list that includes both hours and rates for each individual involved in the service delivery.

Thank you for submitting a competitive quote to the City of Greeley.

DUNS NUMBER: __ (Optional) _____

VENDOR NAME _____

AUTHORIZED SIGNATURE _____

PRINT AUTHORIZED SIGNATURE _____

EMAIL ADDRESS _____

PHONE NUMBER _____ DATE _____

FOR CITY USE ONLY

DEPARTMENT SIGNATURE _____

EXHIBIT A:

