

SUBJECT: APPROVAL OF AMENDMENT TO PUBLIC ART CONTRACT

DATE: JANUARY 2, 2024

PRESENTED BY: SHARON NEMECHEK, DIRECTOR OF LIBRARY AND MUSEUM SERVICES

BACKGROUND:

In the spring of 2023, after completing the full public art selection process and receiving Council approval, the City entered into an agreement with local artists Rita Vali and Arabella Tattershall to create a sculpture that would be placed in front of City Hall, celebrating and honoring the resilience of the City of Louisville and its residents. The cost of the sculpture is \$22,000, half of which has been paid to the artists. The other half will be paid upon full completion of the piece and its acceptance by City staff.

The contract between the City and the artists states that, “All supplies and materials to be integrated into the Work, including any footer, base, or concrete pad needed to support the Work shall be furnished by the Artist.” The artists, with public safety in mind, hired a structural engineer at a cost of \$1,600 to design a base that would hold the weight and stabilize the height of the sculpture. This base turned out to be much more involved and costly than originally anticipated. The structural engineer’s report is attached.

Estimates to build an adequate base have been received by the artists, with an average cost of \$3,700. To move the project forward and to alleviate an unanticipated financial burden on our local artists staff recommends that the City cover the cost of the base up to \$4,000. There are funds available to be carried forward in the City’s Arts Opportunity Programming (public art) budget.

This change requires an amendment to the original contract between the City and the artists.

FISCAL IMPACT:

Estimated cost not to exceed \$4,000.

PROGRAM/SUB-PROGRAM IMPACT:

This action moves a major public art project forward, demonstrates that the City of Louisville understands that there may be unanticipated costs of installing public art, and shows that the City of Louisville supports creatives in our community. This enhances the City’s reputation in the regional arts community.

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RECOMMENDATION:

Amend the contract between the City and artists Rita Vali and Arabella Tattershall to commit the City to covering the cost of the sculpture base for an amount not to exceed \$4,000.

ATTACHMENT(S):

1. First Amendment to Public Art Commission Agreement By and Between The City of Louisville and Arabella Tattershall & Rita Vali
2. Public Art Commission Agreement By and Between The City of Louisville and Arabella Tattershall & Rita Vali
3. yetiweurks Structural Drawings

STRATEGIC PLAN IMPACT:

☐	 Financial Stewardship & Asset Management	☐	 Reliable Core Services
☐	 Vibrant Economic Climate	☒	 Quality Programs & Amenities
☐	 Engaged Community	☐	 Healthy Workforce
☐	 Supportive Technology	☐	 Collaborative Regional Partner

FIRST AMENDMENT TO PUBLIC ART COMMISSION AGREEMENT

This **FIRST AMENDMENT TO PUBLIC ART COMMISSION AGREEMENT** ("First Amendment") is made and entered into this _____ day of _____, 20____ ("Effective Date"), by and between the **City of Louisville**, a Colorado home rule municipality ("City"), and the **Rita Vali** and **Arabella Tattershall**, individuals (collectively, the "Artist") (Artist and City are sometimes referred to collectively as the "Parties").

WHEREAS, the City and Artist are parties to that certain Public Art Commission Agreement, dated April 11, 2022 (the "Original Agreement"), for Artist's creation and installation of a sculpture and base as further described and depicted on the Scope of Services attached to the Original Agreement as Exhibit "A"; and

WHEREAS, under Section 4.1 of the Original Agreement and Exhibit "A", the Artist agreed to accept a total of \$22,000 as compensation for the sculpture, including the footer, base, or concrete pad needed to support the sculpture; and

WHEREAS, the Artist, with public safety in mind, hired a structural engineer at a cost of \$1,600 to design a base that would hold the weight and stabilize the height of the sculpture, which base turned out to be much more costly than originally anticipated; and

WHEREAS, the Artist has received quotes from contractors for the construction of an adequate base with an average cost of \$3,700; and

WHEREAS, in order to move the project forward and to alleviate an unanticipated financial burden on the Artist, the City desires cover the cost of the base up to \$4,000; and

WHEREAS, the Parties desire by this First Amendment to amend the Original Agreement to increase the Artist's compensation from a total not to exceed \$22,000 to a total not to exceed \$26,000.

NOW THEREFORE, in consideration of the foregoing and the mutual promises contained herein and in the Original Agreement, the Parties agree as follows:

Section 1. Exhibit A to the Original Agreement is hereby amended to replace the reference to "\$22,000" with "\$26,000", such that \$26,000 shall serve as the definition of "Maximum Contract Amount."

Section 2. Artist acknowledges and agrees that it has been paid \$11,000 of the Maximum Contract Amount as of the Effective Date of this Amendment. Section 4.1 of the Original Agreement is hereby amended to authorize the City's payment of the

remaining \$15,000 of the Maximum Contract Amount within seven (7) days of the City's final acceptance of the Work.

Section 3. The Original Agreement, as amended by this First Amendment, is hereby ratified and confirmed and shall remain in full force and effect and binding upon the City and Contractor in accordance with its terms. Any capitalized term not defined herein shall have the meaning assigned to it in the Original Agreement.

IN WITNESS WHEREOF the Parties have executed this First Amendment on the date first above written.

CITY OF LOUISVILLE

ATTEST:

By: _____
Christopher M. Leh, Mayor

Meredyth Muth, City Clerk

ARTIST

ARTIST

Rita Vali

Arabella Tattershall

**PUBLIC ART COMMISSION AGREEMENT
BY AND BETWEEN THE CITY OF LOUISVILLE
AND ARABELLA TATTERSHALL & RITA VALI**

1.0 PARTIES

This PUBLIC ART COMMISSION AGREEMENT (this "Agreement") is made and entered into this 11th day of April, 2022 (the "Effective Date"), by and between the **City of Louisville**, a Colorado home rule municipal corporation, hereinafter referred to as the "City", and **Rita Vali and Arabella Tattershall**, hereinafter referred to as the "Artist".

2.0 RECITALS AND PURPOSE

- 2.1 The City desires to commission Artist for the purpose of creating, shipping, and installing the artwork described and depicted in the Scope of Work (hereinafter referred to as the "Work").
- 2.2 Artist represents that Artist has the special expertise, qualifications and background necessary to complete the Work.

3.0 SCOPE OF SERVICES & PROJECT COMPLETION

- 3.1 Artist agrees to provide the City with the Work and to perform the specific tasks, duties and responsibilities set forth in Scope of Work attached hereto as Exhibit "A" and incorporated herein by reference. Artist shall furnish all tools, labor, materials, and supplies in such quantities and of the proper quality as are necessary to professionally and timely perform the Work. All supplies and materials to be integrated into the Work, including any footer, base, or concrete pad needed to support the Work shall be furnished by the Artist. Artist acknowledges that this Agreement does not grant any exclusive privilege or right to supply Work to the City.
- 3.2 The Work shall be fully installed and completed by Artist by November 30, 2023, unless delays are caused by the City or by events beyond the control of both parties. Any extensions of time must be agreed to in writing by both parties. Artist must notify the City when the Work is fully installed and complete. No more than thirty (30) days after receiving such notice, the City will provide the Artist a written response, informing the Artist that either (i) the City agrees that the Work is fully installed and is complete consistent with the terms of this Agreement, and the City formally accepts the Work as completed; or (ii) the City does not consider the Work to be completed due to unresolved issues or defects that remain, and describing the outstanding issues or defects and the time frame in which the Artist must cure before the City will issue written final acceptance. The Project is not finally complete for purposes of this Agreement until the City has issued final acceptance and made the Final Payment (defined below).

4.0 COMPENSATION AND PROGRESS REPORTS

- 4.1 The City shall pay Artist for the Work a total not to exceed the amounts set forth in Exhibit "A" attached hereto and incorporated herein by this reference ("Maximum Contract Amount"); provided that, if the Artist's costs for crating and shipping exceed the estimated cost set forth in Exhibit "A," Artist shall be entitled to an equitable adjustment in the Maximum Contract Price with the approval of the appropriate City employee or officer in accordance with the

City's duly adopted purchasing policies; except that, no equitable adjustment shall be applied to cover the cost of the Artist's required insurance policies or any deductible losses incurred by the Artist under such policies. The City shall pay Artist fifty percent (50%) of the Maximum Contract Amount before Artist commences the Work ("Deposit"), and shall pay the remaining fifty percent (50%) within seven (7) days of the City's final acceptance of the Work ("Final Payment"). Artist shall provide the City with a completed form W-9 "Request for Taxpayer Identification Number" prior to the City's payment of the Deposit. The foregoing amounts of compensation shall be inclusive of all costs of whatsoever nature associated with the Artist's efforts, including but not limited to salaries, benefits, overhead, administration, profits, expenses, outside contractor fees, and supplies and materials to be integrated into the Work, including any footer, base, or concrete pad needed to support the Work. The Scope of Work and payment therefor shall only be changed by a properly authorized amendment to this Agreement. No City employee has the authority to bind the City with regard to any payment for any Work which exceeds the amount payable under the terms of this Agreement.

- 4.2 Artist shall submit bi-monthly reports to the City regarding progress made on the Work during the previous two (2) weeks. Artist shall provide such additional backup documentation, sketches, or photographs as may be required by the City.

5.0 PROJECT REPRESENTATION

- 5.1 The City designates Erica Schmitt ("City's Project Manager"), as the responsible City staff to communicate with Artist during the conduct of the Work. Artist shall promptly respond to any communications from Erica Schmitt and such person's designees.
- 5.2 The Artist designates Rita Vali and Arabella Tattershall as its project managers and as the principals in charge who shall be providing the Services under this Agreement.

6.0 TERM

- 6.1 The term of this Agreement shall be from the Effective Date to the date of Final Payment by the City, unless sooner terminated pursuant to Section 12, below. Artist's Work under this Agreement shall commence promptly following City's payment of the Deposit to Artist, and Artist shall proceed with diligence and promptness so that the Work is completed in a timely fashion consistent with the Scope of Work and Section 3.2.
- 6.2 Nothing in this Agreement is intended or shall be deemed or construed as creating any multiple-fiscal year direct or indirect debt or financial obligation on the part of the City within the meaning of Colorado Constitution Article X, Section 20 or any other constitutional or statutory provision. All financial obligations of the City under this Agreement are subject to annual budgeting and appropriation by the Louisville City Council, in its sole discretion. Notwithstanding anything in this Agreement to the contrary, in the event of non-appropriation, this Agreement shall terminate effective December 31 of the then-current fiscal year.

7.0 GENERAL INDEMNIFICATION; INSURANCE; GOVERNMENTAL IMMUNITY

- 7.1 To the fullest extent permitted by law, Artist agrees to indemnify and hold harmless the City, and its elected and appointed officers and its employees, from and against all liability, claims, and demands, on account of any injury, loss, or damage, which arise out of or are

connected with the Work hereunder, if such injury, loss, or damage is caused by the negligent act, omission, or other fault of Artist or any subcontractor of the Artist, or any officer, employee, volunteer, or agent of the Artist or of any subcontractor, or any other person for whom Artist is responsible. Artist shall investigate, handle, respond to, and provide defense for and defend against any such liability, claims, and demands.

Artist shall further bear all other costs and expenses incurred by the City or Artist and related to any such liability, claims and demands, including but not limited to court costs, expert witness fees and attorneys' fees if the court determines that these incurred costs and expenses are related to such negligent acts, errors, and omissions or other fault of the Artist. The City shall be entitled to its costs and attorneys' fees incurred in any action to enforce the provisions of this Section.

The insurance coverage specified herein shall in no way lessen or limit the liability of the Artist under the terms of the Agreement. The Artist's indemnification obligation shall not be construed to extend to any injury, loss, or damage which is caused by the act, omission, or other fault of the City.

- 7.2 Prior to commencing delivery and installation Services pursuant to Section 15.0 hereof, the Artist agrees to procure and maintain, at its own cost, the policies of insurance set forth in Subsections 7.2.1 and 7.2.3. The Artist shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Agreement by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types. The coverages required below shall be procured and maintained with forms and insurers acceptable to the City. All coverages shall be continuously maintained from the date of commencement of Services under Section 15.0 until the conclusion of the Warranty Period set forth in Section 17.5; provided that, Artist may suspend the policies of insurance set forth in Subsections 7.2.1 and 7.2.2 following Final Payment until such time as the Artist is required to perform work under the Artist's warranty set forth in Section 17.0 hereof, or elects to perform maintenance work pursuant to Section 16.0 hereof, at each such time the Artist shall provide the City with an updated certificate(s) of insurance showing the required coverages, which shall be continuously maintained during the warranty or maintenance work. The required coverages are:

7.2.1 General Liability insurance with minimum combined single limits of \$1,000,000 each occurrence and \$2,000,000 aggregate. The policy shall include the City of Louisville, its officers and its employees, as additional insureds, with primary coverage as respects the City of Louisville, its officers and its employees, and shall contain a severability of interests provision.

7.2.2 Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than \$400,000 per person in any one occurrence and \$1,000,000 for two or more persons in any one occurrence, and auto property damage insurance of at least \$50,000 per occurrence, with respect to each of Artist's owned, hired or non-owned vehicles assigned to or used in performance of the Services. If the Artist has no owned automobiles, the requirements of this paragraph shall be met by each officer or employee of the Artist providing services to the City of Louisville under this contract.

7.2.3 Fine Art insurance, or a similar policy of insurance, with minimum limits necessary to cover the cost of Artist's obligations to maintain, repair, or replace the Work, including the footer, base, or concrete pad to which the Work is attached.

7.3 The Artist's general liability insurance and automobile liability and physical damage insurance shall be endorsed to include the City, and its elected and appointed officers and employees, as additional insureds, unless the City in its sole discretion waives such requirement. Every policy required above shall be primary insurance, and any insurance carried by the City, its officers, or its employees, shall be excess and not contributory insurance to that provided by the Artist. Such policies shall contain a severability of interests provision. The Artist shall be solely responsible for any deductible losses under each of the policies required above.

7.4 Certificates of insurance shall be provided by the Artist as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be subject to review and approval by the City. No required coverage shall be cancelled, terminated or materially changed until at least 30 days prior written notice has been given to the City. The City reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

7.5 Failure on the part of the Artist to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of contract upon which the City may immediately terminate this Agreement, or at its discretion may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the City shall be repaid by Artist to the City upon demand, or the City may offset the cost of the premiums against any monies due to Artist from the City.

7.6 The parties understand and agree that the City is relying on, and does not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, § 24-10-101 et seq., C.R.S., as from time to time amended, or otherwise available to the City, its officers, or its employees.

8.0 QUALITY OF WORK

Artist's Work shall be created and shipped in accordance with the highest workmanship and service standards in the field to the satisfaction of the City.

9.0 INDEPENDENT CONTRACTOR

It is the expressed intent of the parties that Artist is an independent contractor and not the agent, employee or servant of the City, and that:

9.1 ARTIST SHALL SATISFY ALL TAX AND OTHER GOVERNMENTALLY IMPOSED RESPONSIBILITIES INCLUDING, BUT NOT LIMITED TO, PAYMENT OF STATE, FEDERAL AND SOCIAL SECURITY TAXES, UNEMPLOYMENT TAXES, WORKERS' COMPENSATION AND SELF-EMPLOYMENT TAXES. NO STATE, FEDERAL OR LOCAL TAXES OF ANY KIND SHALL BE WITHHELD OR PAID BY THE CITY.

9.2 ARTIST IS NOT ENTITLED TO WORKERS' COMPENSATION BENEFITS EXCEPT AS MAY BE PROVIDED BY THE ARTIST NOR TO UNEMPLOYMENT INSURANCE BENEFITS UNLESS UNEMPLOYMENT COMPENSATION COVERAGE IS PROVIDED BY THE ARTIST OR SOME ENTITY OTHER THAN THE CITY.

10.0 ASSIGNMENT

Artist shall not assign or delegate this Agreement or any portion thereof, or any monies due to or become due hereunder without the City's prior written consent.

11.0 DEFAULT

Each and every term and condition hereof shall be deemed to be a material element of this Agreement. In the event either party should fail or refuse to perform according to the terms of this Agreement, such party may be declared in default.

12.0 TERMINATION

This Agreement may be terminated by either party for material breach or default of this Agreement by the defaulting party, if such default is not caused by any action or omission of the terminating party, by giving the defaulting party written notice at least thirty (30) days in advance of the termination date. Termination pursuant to this subsection shall not prevent either party from exercising any other legal remedies which may be available to it.

13.0 INSPECTION AND AUDIT

13.1 The City and its duly authorized representatives shall have access to any books, documents, papers, and records of Artist that are related to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

13.2 The City's representative shall have the right to inspect the Work from the Artist before Final Payment is rendered. The Artist or its contractor shall contact the Department of Building Safety to inquire about the required of obtaining a permit from Planning and Building Safety. If required, the permit will be provided to Artist at no cost to the Artist, and the Artist shall be responsible for calling for such inspections as required in the permit up to and including a final inspection.

14.0 OWNERSHIP AND RIGHTS RELATED TO WORK

14.1 Artist shall own the Work and bear the sole risk of loss, damage, or destruction, until (i) the Work has been delivered to and installed in the location designated in the Scope of Work, (ii) the Work has been finally accepted by the City, and (iii) Final Payment has been made to the Artist by the City. The City shall become the legal owner of the Work once the City finally accepts the Work and makes the Final Payment to Artist; provided that, Artist will maintain common-law copyright in the Work. If requested by the City, Artist shall execute a bill of sale to effect or memorialize the transfer of ownership of the Work to the City at no further cost to the City.

14.2 In view of the intention that the Work in its final dimensions shall be unique, Artist shall not make any additional exact duplicate reproduction of the final Work, nor shall Artist grant permission to others to do so except with the written permission of the City. Artist grants

to the City and its assigns an irrevocable license to make two-dimensional reproductions of the Work for non-commercial purposes, including, but not limited to, reproductions used in advertising, brochures, media publicity, and catalogues or other similar publications, provided that these rights are exercised in a professional manner and not to market goods or services. Artist, however, may use photographic reproductions of the Work in its portfolio, in critical and scholarly writings, or for non-commercial purposes, including reproductions used in advertising brochures, media publicity, and catalogues or other similar publications.

- 14.3 Any two-dimensional reproduction by the City shall contain a credit to Artist and display a copyright notice. Artist shall use its best efforts to give a credit reading substantially, "an original work owned and commissioned by the City of Louisville," in any public showing of the Work or reproductions thereof.
- 14.4 Artist shall place a copyright notice on the Work that informs the public that the Work is protected by copyright, identifies the copyright owner, and shows the year of first publication. If the copyright is registered with the U.S. Copyright Office, the Artist shall provide the City with the Copy of the application for registration, the registration number, and the effective date of the registration.
- 14.5 To the extent the uses, modification, destruction or removal of the Work under this Agreement affect any rights Artist may have under the provisions of federal or state law, including the 1990 Visual Artists' Rights Act under 17 U.S.C. §106A(a) and §113, the Artist hereby knowingly waives any rights provided by those laws.
- 14.6 Artist shall have the right of first refusal to any sale or donation of the Work during the ten (10) years following the Final Payment. Such right of first refusal shall be exercised by written notice to the City within thirty (30) days of written notification by the City. If the Artist elects to exercise its right of first refusal, it shall pay all costs associated with removal of the Work as set forth in Section 16.2, below. If the City decides to donate or sell the Work, the donee or buyer of the Work will take the Work subject to all of the Artist's rights as stated herein. The donee or buyer shall be given a copy of this executed Agreement at the time of the donation or sale. The City will endeavor to notify the Artist of such donation and sale and of the identity of the donee or buyer. In the event the Artist does not exercise the right of first refusal, the City may proceed to sell or donate the Work.

15.0 DELIVERY & INSTALLATION

- 15.1 Artist shall securely crate and ship completed Work to the location designated in the Scope of Work. Artist shall communicate with the City via email or phone before scheduling delivery and installation. City will instruct the Artist as to when the City ready to receive the Work. The Artist is responsible for uncrating and installing the Work.

Artist shall obtain a permit from the City for the installation work. During the permitting process, Artist shall describe the installation of the Work, including the area needed for staging equipment, the equipment that will be brought onto the site, the proposed date of installation commencement, the period of time Artist will be on site to complete the installation, and whether and how pedestrian and/or vehicle traffic will need to be restricted.

Unless otherwise agreed upon by the City in writing, Artist shall provide, erect, and maintain barricades, fences, lights, and other traffic control devices, and shall furnish such personnel (as the City may require) to warn the public and guard the site and shall take such other precautionary measures as are reasonably necessary to protect persons, property, and the work done under this Agreement.

15.2 Prior to commencing the delivery and installation of the Work, Artist shall obtain and the insurance policies set forth in Section 7.0 hereof, which policies shall be maintained throughout the delivery and installation period.

15.3 During installation of the Work, Artist shall clean up the site at reasonable intervals and at other times when directed by the City. At all times while finish work is being accomplished, the site shall be kept clean, free of dust, construction debris and trash. Directly upon completion of the Work, Artist shall remove from the site all equipment and any waste materials not previously disposed of, leaving the site thoroughly clean and ready for the City's final inspection.

16.0 MAINTENANCE, REPAIR, & RESTORATION

16.1 The City recognizes that maintenance of the Work on a regular basis according to the maintenance instructions is essential to the integrity of the Work and that the City will be solely obliged to maintain the Work after the warranty period set forth in Section 17.5. The City shall nonetheless have the right to determine, in its sole discretion, if maintenance, repairs, and restorations to the Work will be made. To the extent practicable, and if the Artist has provided a current address pursuant to Section 21.0, during the ten years following the Final Payment, the Artist shall be given the opportunity to consult on repairs or restorations in addition to those described in the maintenance instructions. Artist shall obtain and maintain throughout the maintenance consultation period the insurance policies set forth in Subsections 7.2.1 and 7.2.2 hereof

16.2 Nothing in this Agreement shall preclude any right of the City in its sole discretion to (i) remove the Work from public display; (ii) move or relocate the Work to another location selected by the City for public display; or (iii) destroy the Work. If the City shall at any time decide to destroy the Work, the City shall notify the Artist and offer the Artist a reasonable opportunity to recover the Work at no cost to the Artist, except for an obligation of the Artist to indemnify and reimburse the City for the difference between the City's cost to recover the Work and the City's cost to destroy the Work, as reasonably determined by the City. Without limiting the generality of this section, the Artist agrees that his rights in connection with the destruction of the Work are as described in this Section; the Artist waives any greater or other rights which he might have in connection with the removal or destruction of the Work under 17 U.S.C. §106A(a) and §113.

WARRANTIES

17.1 Artist represents and warrants to the City that the Work is artistically unique, and agrees not to create or be involved in the creation of an identical artwork within 100 miles of Louisville, Colorado. Additionally, Artist represents and warrants that:

17.1.1 The Work is solely the result of the artistic effort of the Artist;

17.1.2 Except as otherwise disclosed in writing to the City prior to the time of execution hereof, the Work is unique and original and does not infringe upon any copyright and any other property or personal right;

17.1.3 That neither the Work delivered hereunder, nor a duplicate thereof, has been accepted for sale elsewhere; and

17.1.4 The Work is free and clear of any liens or claims or encumbrances from any source whatsoever.

17.2 The Artist shall defend and indemnify the City if a third party asserts a copyright infringement or claim involving the Work.

17.3 Artist warrants to City that all work performed will be performed in a workmanlike manner.

17.4. The Work, as fabricated and executed, will use materials that are of good quality, fit for the selected purpose, within manufacturer tolerances and warranties, and free from all faults and defects not inherent in the quality required.

17.5. Notwithstanding anything herein to the contrary, for a period of two (2) years from the date of the Final Payment, Artist agrees to replace or correct any material defects in the Work and that relate to a defect in the design, workmanship, or materials, without cost to the City. The City shall give notice to Artist of any observed material defect. If Artist fails to cure any such material defects, or to make arrangements to do so within a reasonable time satisfactory to the City, the City has the right to arrange for such replacements or corrections, and Artist must reimburse the City for the costs of any such replacements or corrections. If the City requests that Artist repair damage caused to the Work not related to the design, workmanship, or materials (e.g., by vandalism, collision, extreme environmental conditions, or other unforeseeable causes), the City will reimburse Artist for reasonable material and labor costs for such repairs, except to the extent such damage is due to a defect in design, workmanship or materials used in the Work.

17.6 Artist shall procure and maintain at the Artist's own expense and cost any kinds and amounts of insurance that in the Artist's judgment may be necessary for the Artist's proper protection in the prosecution of the warranties and guaranties hereunder. Prior to commencing any warranty work required under this Section, the Artist shall procure and maintain, at minimum, the insurance policies set forth in Subsections 7.2.1 and 7.2.2 hereof, which policies shall be maintained throughout the pendency of the warranty work.

18.0 ENFORCEMENT

18.1 In the event that suit is brought upon this Agreement to enforce its terms, the parties shall each bear and be responsible for their own attorneys' fees and court costs.

18.2 This Agreement shall be deemed entered into in Boulder County, Colorado, and shall be governed by and interpreted under the laws of the State of Colorado. Any action arising out of, in connection with, or relating to this Agreement shall be filed in the courts of Boulder County or the federal district court for the District of Colorado, and in no other court. Colorado law shall apply to the construction and enforcement of this Agreement.

19.0 COMPLIANCE WITH LAWS

Artist shall be solely responsible for compliance with all applicable federal, state, and local laws, including the ordinances, resolutions, rules, and regulations of the City; for payment of all applicable taxes; and obtaining and keeping in force all applicable permits and approvals.

20.0 INTEGRATION AND AMENDMENT

This Agreement represents the entire Agreement between the parties and there are no oral or collateral agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the parties.

21.0 NOTICES

All notices required or permitted under this Agreement shall be in writing and shall be given by hand delivery, by United States first class mail, postage prepaid, registered or certified, return receipt requested, by national overnight carrier, or by email transmission, addressed to the party for whom it is intended at the following address:

If to the City:

City of Louisville
Attn: Erica Schmitt
749 Main Street
Louisville, CO 80027
e-mail: eschmitt@louisvilleco.gov

If to Artist:

e-mail: _____

Except for notices by email transmission, any notice required or permitted under this Agreement shall be effective when received as indicated on the delivery receipt, if by hand delivery or overnight carrier; on the United States mail return receipt, if by United States mail. Notices by email transmission shall be effective on transmission, so long as no message of error or non-receipt is received by the party giving notice. Either party may by similar notice given, change the address to which future notices or other communications shall be sent.

22.0 EQUAL OPPORTUNITY EMPLOYER

22.1 Artist will not discriminate against any employee or applicant for employment because of age 40 and over, race, sex, color, religion, national origin, disability, genetic information, sexual orientation, veteran status, or any other applicable status protected by state or local law. Artist will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to any status set forth in the preceding sentence. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising,

layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Artist agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by an agency of the federal government, setting forth the provisions of the Equal Opportunity Laws.

22.2 Artist shall be in compliance with the applicable provisions of the American with Disabilities Act as enacted and from time to time amended and any other applicable federal, state, or local laws and regulations. A signed, written certificate stating compliance with the Americans with Disabilities Act may be requested at any time during the life of this Agreement.

23.0 NO THIRD PARTY BENEFICIARIES

It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to City and Artist, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third party on such Agreement. It is the express intention of the parties that any person other than City or Artist receiving benefits under this Agreement shall be deemed to be an incidental beneficiary only.

24.0 SUBCONTRACTORS

Artist may utilize subcontractors identified in its qualifications submittal to assist with the Work. Artist shall submit any proposed subcontractor and the description of its services to the City for approval. The City will not work directly with subcontractors.

25.0 AUTHORITY TO BIND

Each of the persons signing below on behalf of any party hereby represents and warrants that such person is signing with full and complete authority to bind the party on whose behalf of whom such person is signing, to each and every term of this Agreement.

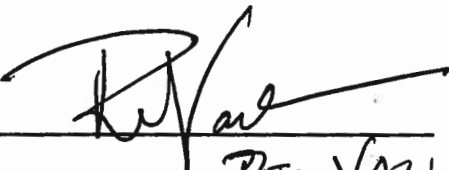
In witness whereof, the parties have executed this Agreement to be effective as of the day and year first above written.

CITY OF LOUISVILLE

By:  January 10, 2023

Name: Dennis Malone

Title: Mayor

ARTIST: 
Sign: _____
Print: Rita Vali RITA VALI

ARTIST: 
Sign: _____
Print: Arabella Tattershall Arabella Tattershall

Exhibit A – Scope of Services

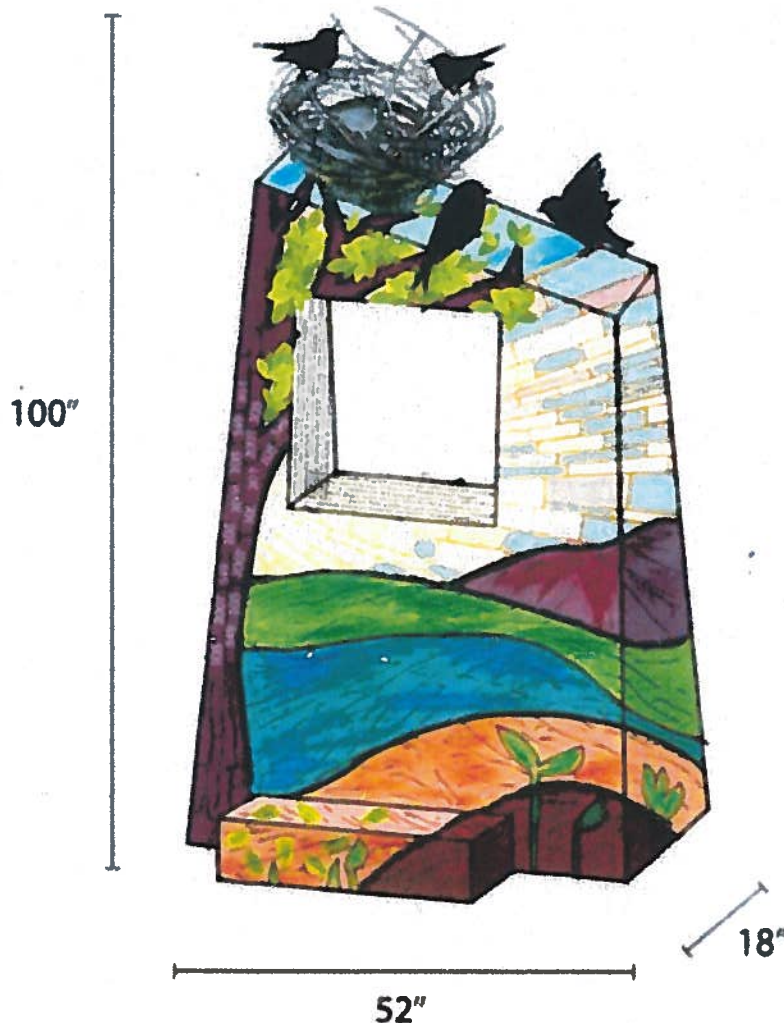
Artist will provide sculpture and base as described in their proposal submitted through "Call for Entry" for a total of \$22,000. Art includes but is not limited to:

Creation and installation of sculpture titled "Community Resilience", a sculpture of a "slice of a house" made of concrete covered in handmade ceramic tiles with a steel nest and birds supported on top of the sculpture. Sculpture will be approximately 10ft tall x 2ft deep x 4.5ft wide.

Concrete pad with an elevated footprint of dimensions 2ft deep x 4.5ft wide x 7" tall with attachment bolts that are appropriate to support the sculpture being attached via welding or bolts.

Artist will coordinate with the community to engage individuals who lost their home in the Marshall Fire to hand number and paint handmade ceramic tiles. The numbered tiles will be used to make up the trunk of a large mosaic tiled tree that visually supports a steel nest. The front step of the "slice of a house" will also be tiled.

Artist's depiction of the sculpture follows.



PROJECT DESCRIPTION

1. Rita Hall and Arabella Tattershall — Louisville City Hall Artwork is a freestanding exterior concrete masonry sculpture with ceramic tile mosaic and steel artwork elements on a concrete foundation to be installed at Louisville City Hall in Louisville, CO.

2. This section is for general orientation only. The Contractor is responsible for all scope items described in the drawings and specifications as well as for all material and labor that can reasonably be inferred from them.

GENERAL APPLICATION

1. All things which, in the opinion of the Contractor, appear to be deficiencies, omissions, contradictions or ambiguities in the drawings shall be brought to the attention of the Structural Engineer. Corrections or written interpretations shall be issued before affected work may proceed.

2. The Contractor shall inform the Structural Engineer, clearly and explicitly in writing, of any deviation or substitution from requirements of the contract documents. Contractor shall not be relieved of any requirement of the contract documents by virtue of the Structural Engineer's review of shop drawings, project data, etc., unless the Contractor has explicitly informed the Structural Engineer in writing of any deviations or substitutions at time of submission.

DESIGN CRITERIA

- Building Code: 2018 IRC, City of Louisville
- Gravity Loads: Sculpture Self-Weight
- Ground Snow Load: 30psf
- Foundation Design: Minimum Allowable Soil Bearing Pressure = 1500psf
- Wind Loading:
 - Ultimate Design Wind Speed = 145 MPH, Risk Category II
 - Wind Exposure B
 - Seismic Loading: N/A — Wind Controls
 - First Depth = 36in

CODES AND STANDARDS

- Building Code: 2018 IRC, City of Louisville
- Specification for Structural Steel Buildings* ANSI / AISC 360-05 by American Institute of Steel Construction (AISC).
- ACI Code of Standard Practice* by ACI.
- Specification for Structural Joints using ASTM A325 or A490 Bolts* by ACI.
- Building Code Requirements for Reinforced Concrete*, AC308, by the American Concrete Institute (ACI).
- Manual of Standard Practice* by the Concrete Reinforcing Steel Institute (CRSI).
- All references are latest edition unless noted otherwise.

CAST-IN-PLACE CONCRETE

- Minimum concrete compressive strength at 28 days and unit weight:

ELEMENT	STRENGTH, PSI	WEIGHT, PCF
Footings	4000	145
- Concrete shall not be placed until reinforcing and embedded items have been inspected by the owner's independent inspection agency and/or the special investigator.
- Reinforcing:
 - Bars: ASTM A615-grade 60, except grade 40 for bars noted as field bent.
 - Welded Wire Fabric: ASTM A185.
 - Clearance between reinforcing and concrete surfaces:
 - Unformed — 3"
 - Earth formed trenches may be used for footings.
 - Unless noted, provide continuous reinforcing around corners and through construction joints, and joints between all shoring members.
 - Provide standard hooks on bars terminating at a concrete face unless noted i.e.: edges of openings, slab edges, expansion joints, ends of beams, and ends of walls, etc.
 - Splice bars with contact laps unless noted otherwise.
 - Use class A splices.
 - For lightweight concrete, multiply lengths in tables by 1.3.
 - For epoxy-coated reinforcement, multiply lengths in tables by 1.5.

TENSION LAP SPICES (4000 PSI CONCRETE)

BAR SIZE	LAP CLASS	TOP BARS	OTHER BARS
#3	A	19	15
		B	24
#4	A	25	19
		B	32
#5	A	31	24
		B	40
#6	A	37	29
		B	48
#7	A	54	42
		B	70
#8	A	62	48
		B	80
#9	A	70	54
		B	91
#10	A	79	61
		B	102
#11	A	87	67
		B	113

15. Concrete mix designs:

- Submit written reports of each proposed concrete mix not less than 15 days prior to the start of work.
- Mix designs, including water/cement ratios and slump, shall be prepared in accordance with ACI 301.
- Cement shall conform to ASTM C 150 Type I.
- Normal weight aggregate shall conform to ASTM C33.
- Light weight aggregate shall conform to ASTM C330.
- No admixtures containing calcium chloride shall be permitted in any concrete.
- Maximum aggregate size shall be: 1 1/2" for formed elements and 3/4" for slabs on grade.
- Water reducing admixture shall be used in all concrete.
- For entraining admixture in accordance with ACI 301 shall be used in all concrete exposed to freezing and thawing during other construction or service conditions.
- Concrete subjected to freezing/thawing shall have a maximum water/cement ratio of 0.50 and shall contain the amount of air entraining agent specified in ACI 301.
- In no case shall water/cement ratio exceed the following:

f'c=4000 psi	0.50 max. w/c ratio
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24.Curing:

a. Liquid type, membrane forming curing compound, conforming to ASTM C309, use Type I, Class A compounds.

a. Curing compounds should not be used on surfaces that are to receive additional concrete, paint, tile or other material requiring a positive bond unless the contractor has demonstrated that the membrane can be satisfactorily removed before subsequent application is made, or the membrane dissipates or can serve satisfactorily as the base for the later application.

c. Curing shall be maintained for a period of 7 days in which the mean ambient temperature is above 40 degrees Fahrenheit or until the concrete has attained 75% of the specified compressive strength.

25.4d Weather Placement: When depouling concrete in hot weather, follow recommendations of ACI 305. The temperature of concrete at time of placement shall not exceed 90 degrees Fahrenheit. Protect to prevent rapid drying. Start finishing and curing as soon as possible.

26.0d Weather Placement: When temperatures drop below 40 degrees at any time during concrete placement or curing, the provisions of ACI 308-9-2, which addresses the protection of concrete from freezing shall be followed. The following provisions are a guideline for cold-weather concreting procedures, however, they DO NOT replace nor supersede ACI-306.

27.Concrete mix and mixing procedures:

- Where use is desired, a non-corrosive, non-chloride accelerating admixture may be used in accordance with manufacturers printed instructions. Admixtures containing calcium chloride SHALL NOT BE USED UNDER ANY CIRCUMSTANCES.
- Any entraining admixture in accordance with ACI-301 shall be included in any concrete subject to freezing and thawing during either construction or service conditions.
- Water and aggregate shall be uniformly heated to achieve the following temperatures during mixing (Refer to ACI-306, Table 3.1) if air temperature is —, then concrete temperature as mixed is:—

Air Temp	Concrete Temp
Greater than 32° F; 60° F	Greater than 32° F; 60° F
Between 32° and 30° F; 60° F	Between 32° and 30° F; 60° F
Less than 32° F; 70° F	Less than 32° F; 70° F

d. Concrete slump shall be maintained at 4 inches or less. (Ref. ACI-306)

28.Concrete Placing: (Ref. ACI-306)

- All snow, ice, and frost shall be removed so that it does not occupy space intended to be filled with concrete.
- Concrete shall not be placed on frozen subgrade.
- Concrete shall be placed at a temperature not less than 55° F.

29.Protection of concrete during curing: (Ref. ACI-306)

- Concrete shall be maintained at a temperature not less than 55° F during curing for the time duration specified below.
- Concrete that will be exposed to little or no freezing and thawing in service or during construction, such as in foundations and substructures, shall be maintained at the curing temperature for:
 - Two days if made with Type I or II cement.
 - One day if made with Type II cement, or accelerating admixture, or 100 lbs/yd³ of additional cement.
- Concrete that will be exposed to weather in service or during construction:
 - Three days if made with Type I or II cement.
 - Two days if made with Type II cement, or accelerating admixture, or 100 lbs/yd³ of additional cement.

30.insulating materials for concrete protection are outlined in ACI-306.

31.Welding of reinforcing is prohibited.

MISCELLANEOUS NOTES

- The Contractor is solely responsible for all safety regulations, programs and precautions related to all work on this project.
- The Contractor is solely responsible for the protection of persons and property either on or adjacent to the project and shall protect it against injury, damages, or loss.
- Means and methods of construction and erection of structural materials are solely the Contractor's responsibility.
- The structure is designed to function as a unit upon completion of construction of the project and then, only to support the design loads indicated. The contractor is responsible for means, methods and sequence of construction and the adequacy of the structure to support loads occurring during construction of the project. Furnish all temporary bracing, shoring, and/or support as may be required.
- No structural modifications, alterations, or repairs shall be made without prior review by Structural Engineer.

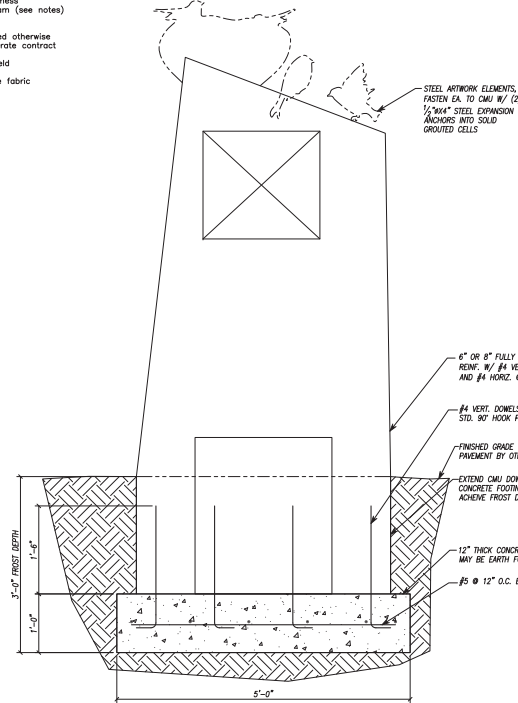
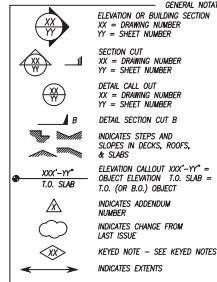
QUALITY CONTROL

- The Contractor is responsible for quality control, including workmanship and materials furnished by his subcontractors and suppliers.
- Inspection or testing by the Owner does not relieve the Contractor of his responsibility to perform the Work in accordance with the Contract Documents.
- Workmanship: The Contractor is responsible and shall bear the cost of correcting work which does not conform to the specified requirements.
- Correct deficient work by means acceptable to the Engineer. The cost of extra work incurred by the Engineer to approve corrective work shall be borne by the Contractor.

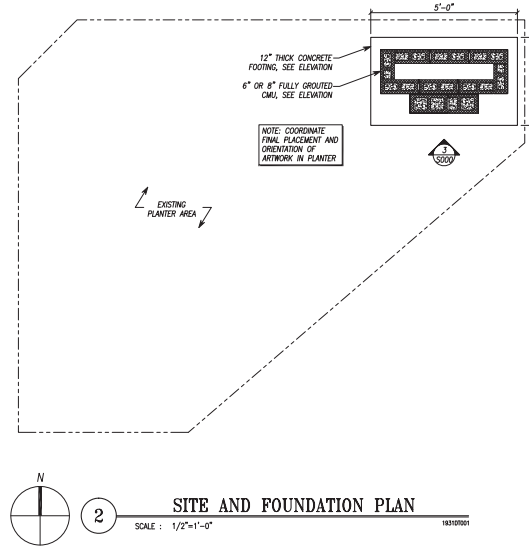
STRUCTURAL ABBREVIATIONS

ABBREV.	DEFINITION	ABBREV.	DEFINITION
A.B.	anchor bolts	HORIZ	horizontal
ADON'L	additional	I.F.	inside face
A.F.T.	above finished floor	INT	interior
ALT	alternate	JT	joint
ARCH	architectural	L	length
B.	bottom	L.	lateral
B.B.	bond beam	LLH	long leg horizontal
B.L.	brick ledge	LLV	long leg vertical
BLDG	building	LONG	longitudinal
BM	beam	LV	laminated veneer lumber
BRG	bearing	MAS	masonry
BTWN	between	MAX	maximum
CI	cast-in-place	MECH	mechanical
CLCLR	clear	MIAM	micromil
CMU	conc. masonry unit	MFR	manufacturer
COL	column	MIN	minimum
CONC	concrete	N.L.C.	not in contract
CONN	connection	N.M.W.	normal weight
CONST	construction	NOM	nominal
CONT	continuous	NS	near side
CTRL	control	O.F.	outside face
DET.DTL	detail	O.H.	opposite hand
DB	deck bearing	OPNG	opening
DIM	dimension	PC	precast
DK	deck	PL	plate
DSL	diagonal sheathing	REINF	reinforcement
DWGS	drawings	REQ'D	required
DML	dowel	RET	retaining
EA	each	RWR	rake wall rafter
EE	extended end	S.A.D.	see arch. drawings
EF	each face	S.O.G.	slope on grade
EFJ	effective	SLC	slip critical
EXP	expansion joint	SCHED	schedule
ELEV	elevation	SEC	section
EOM	edge of concrete	SIP	structural insulating panel
EOD	edge of deck	SL	slab
EOM	edge of masonry	SL	slab
EVS	edge of slab	SPA	spacing
EOW	edge way	SST	Simpson Strong Tie
EXIST	existing	STFR	stiffener
EXP	expansion	STL	steel
EXT	exterior, extension	SUPPL	supplier
FDTN	foundation	SUPT	support
FL	finish floor	T/xx	top of xxx
FL	floor	THK	thick, thickness
FOS	face of stud	TJI	Wood I beam (see notes)
FP	full penetration	TRAN	transverse
FS	footing	TRP	typical
FTC	for side	UNO	unless noted otherwise
GA	gauge	U.S.C.	under separate contract
GB	grade beam	VERT	vertical
GEN	general	V.F.	verify in field
GLB	glu-lam beam	W	wide, width
HAS	headed anchor stud	WWF	welded wire fabric
HK	hook		

GENERAL LEGEND



ARTWORK ELEVATION



SITE AND FOUNDATION PLAN

ARTIST RENDERING



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GENERAL NOTES, ABBREVIATIONS, LEGENDS
ARTWORK REVISIONS, PLAN AND ELEVATION
Rita Hall and Arabella Tattershall
Louisville City Hall Artwork, Louisville, CO
NAG
AS NOTED

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THESE DRAWINGS ARE TO BE USED IN CONJUNCTION WITH THE ARCHITECTURAL DRAWINGS ON THE PROJECT TO CLEARLY DEFINE ALL OF THE REQUIREMENTS FOR CONSTRUCTION. WHERE CONFLICTS OCCUR, CONTACT THE ARCHITECT FOR CLARIFICATION.

DESIGNER'S NOTE: THE INFORMATION SHOWN ON THIS DRAWING HAS BEEN CHECKED BY THE ARCHITECT FOR CONFORMANCE WITH THE REQUIREMENTS OF THE PROJECT AND THE DESIGNER'S NOTE. THE DESIGNER'S NOTE IS THE SOLE RESPONSIBILITY OF THE ARCHITECT. THE ARCHITECT'S NOTE IS THE SOLE RESPONSIBILITY OF THE ARCHITECT. THE ARCHITECT'S NOTE IS THE SOLE RESPONSIBILITY OF THE ARCHITECT. THE ARCHITECT'S NOTE IS THE SOLE RESPONSIBILITY OF THE ARCHITECT.