

CONTRACT TRACKING SHEET



CONTRACT NO: 2020-066

For Contract Review –

1st Step: City Clerk will assign a contract number (if Council action is required, get number first and include in Council Agenda Memo)

2nd Step: Route Contract and applicable documents through Legal Department

*** Certificate of Liability/Insurance **MUST** be attached. Please include the expiration date.

PROCESS – NOTE: The Legal Department **MUST** review all IGAs, Easements, Lease/Property Acquisition and Development Agreements as well as all Contracts. Must be reviewed and signed off by both Risk Manager & Legal Department prior to any action taken.

Please fill out this form completely or it will be returned to you prior to review, approval, or scanning in OnBase. If a response is not applicable, please use "N/A" - Do Not Leave Any Blanks.

Type (check one):

☒ Contract

☐ Change Order/Modification (How many change orders are connected to this contract? _____)

ORIGINAL CONTRACT NO: _____ **for this change order**

☐ Amendment (How many amendments are connected to this contract? _____)

ORIGINAL CONTRACT NO: _____ **for this amendment**

☐ IGA

☐ Lease/Property Acquisition

☐ General Services

☐ Development Agreement

☐ Professional Services

☐ License Agreement

Other: please specify: _____

☐ Construction

☐ Easement

IDENTIFYING INFORMATION: (Please fill in each field)

Requesting Dept., Contact Name, Ext. #:

Tyler Goodman, x1340

Contractor or Vendor Name, Address, Tel. No.:

Juliana Hutchins
Mural, Art Donation

Project Name

Alleyway behind Whiskey Row Mural

Ord/Res No: _____ **if applicable**

Brief Summary of the Services to be provided:

Mural in Alleyway "Prescott"

Terms:

Start: 09/24/19 Expire:

Contract Amount: \$

Does contract require Council approval? ☒ Yes ☐ No

Scheduled Council Date:

Does document need to be recorded ☐ Yes ☒ No

ADDITIONAL COMMENTS/INSTRUCTIONS? _____

INSURANCE & BONDS

None Required ☐

Insurance Certificate:

☐ Attached

_____ Initial

Date: _____ Exp. Date _____

Bid Bond:

☐ Attached

_____ Initial

Date: _____

Performance Bond:

☐ Attached

_____ Initial

Date: _____

Payment Bond:

☐ Attached

_____ Initial

Date: _____

FINAL REVIEW AND APPROVAL: Please initial

☐ Legal:

Date: _____

Contracts/Procured Services

☐ Risk Mgmt:

Date: _____

Contracts and Certificates

☐ City Manager:

Date: _____

when required



ART DONATION AGREEMENT

2020-066

This Agreement is made this 29 day of Aug 19, by and between JULIANA HUTCHINS ("Donor") and the City of Prescott, Arizona ("City"). Exhibit A: Donor Information

WHEREAS, both the Donor and the City believe that this art donation enhances the aesthetic character of the community and advances the public understanding of art; and

WHEREAS, the Donor wishes to donate to the City of Prescott for use as public art an item which is more specifically described in Exhibit B and referred to as the "Work", and the Donor has complied with the review processes of the Art in Public Places Committee, referred to as the "Committee"; and

WHEREAS, the City is willing to accept the donation under the terms and conditions herein:

THEREFORE, the parties agree as follows:

1. The Donor acknowledges that City of Prescott Resolution No. 4279-1488 "Guidelines for Acceptance of Public Art" referred to as the "Guidelines", governs this Agreement and may be used to determine the suitability, appropriate location, maintenance, safety, acceptance and de-accession of the Work.
2. The Donor hereby irrevocably donates, and conveys title to the Work to the City. The donation shall be effective as of the 1 day of SEPT, 2019.
3. The Donor certifies that the Work is free of encumbrances and does not infringe upon any copyrights.
4. The City may remove or de-accession the Work at its sole discretion.
5. The Artist / Donor agrees to comply with the Committee and City requirements as described in Exhibit C including but not limited to; Installation, Inspections, liability insurance during installation, safety, ADA compliance, Interference with City facilities / utilities, and agreed future maintenance, prior to acceptance by the City. These requirements were determined during the Committee and City Staff and stakeholder review process.
6. This contract is subject to the cancellation provisions of A.R.S. §38-511.
7. In case one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained therein.
8. The Donor agrees to defend, indemnify, and hold harmless the City, its officers, employees, agents, or other representatives from any and all claims for damages or otherwise arising under this Agreement and from any negligent acts of the Donor. This Indemnification provision shall survive the termination of this Agreement.
9. The parties expressly covenant and agree that in the event of a dispute arising from this Agreement, each of the parties waives any right to a trial by jury. In the event of litigation, the parties hereby agree to submit to a trial before the Court.
10. The parties expressly covenant and agree that in the event of litigation arising from this Agreement, neither party shall be entitled to an award of attorneys' fees, either pursuant to the Contract, pursuant to ARS § 12-341.01(A) and (B), or pursuant to any other state or federal statute.



ART DONATION AGREEMENT

2020-067

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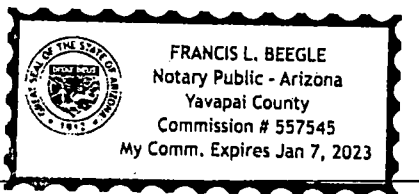
DONOR:

DATED this 29 day of August, 2019.

By: Hutchins

STATE OF ARIZONA)
)ss.
COUNTY OF YAVAPAI)

The foregoing instrument was acknowledged before me this 29 day of August, 2019, by Juliana Hutchins Kyer personally known to me or proven to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged that he/she executed it.



[Seal]

Francis L. Beegle
Notary Public

CITY OF PRESCOTT:

DATED this 26 day of Sept., 2019.

Greg L. Mengarelli
GREG L. MENGARELLI
Mayor

ATTEST:

APPROVED AS TO FORM:

Maureen Scott
MAUREEN SCOTT
City Clerk

Matt Podracky
MATT PODRACKY
Interim City Attorney

Whiskey Row Alley Murals Project

EXHIBIT A: DONOR INFORMATION

Juliana Hutchins has been painting murals in Arizona, mostly Prescott, for over 35 years. Some of her works of note are the Prescott Heroes mural on Iron Springs Rd., the Share the Road mural on Sheldon and the First Steam Locomotive Coming into the Dells mural on Miller Valley. She's also done countless indoor murals including aviation murals at Embry Riddle here in Prescott and Deer Valley Airport. Also 7 murals on the history of Prescott and the stage in the Burmeister building on The square and a large mural at the Grand Canyon S. Rim Shrine of the Ages as the first Artist in Residence with the Grand Canyon Association. Juliana has some of her earliest murals in the Phoenix area, which have stood the test of time so far (30+years). Her website is printed above to view these murals and much more.

Juliana will be assisted by Dana Cohn, an art instructor at Yavapai and Prescott Colleges who also has beautiful works around town.

EXHIBIT B: DESCRIPTION OF THE ART



This mural will be installed on the brick wall in the alley across from St. Michaels. The bricks are over 100 years old so it was decided to paint on a composite sign material and install it over the bricks. The sign

material will be painted to look just like the bricks they overlay, then the mural painted on that.

The PRESCOTT letters will be about 4' tall. Each letter will represent an aspect of Prescott that each letter represents such as P=plaza, so there are scenes from the courthouse plaza. R=rodeo and so on. The preliminary drawing shown shows the visual ideas in simplistic form.

The finished product will be much more realistic, but still easy to do when one day, years from now, restoration is needed. Anyway, they will be painted in bright western colors with the 3D shadow part painted in metallic gold to be very visible. In contrast will be the brown tones painted on the "brick" to look old, like more of a wash on the bricks.

The image shown shows sample areas of how this wash will look. It will be graphic, but the elements in it will all represent Prescott, such as Thumb Butte, pine trees, quail, deer, birds and such.

The size will be 10'x 40'. The space it will be installed on is 14x43'. Great care will be taken in installation (by a professional sign installer) to preserve the brick underneath.

EXHIBIT C: REQUIREMENTS AND COSTS BEFORE ACCEPTED

Budget: paints, approximately \$300.

Muscle help, Aprox. \$400

Assistant Dana Cohn, depends on how much he does

Payment to Juliana: \$5000, to be paid in 2 payments, the first depends contributions up front, but hopefully half. The second payment upon completion and approval by Tyler Goodman, assistant City Manager. (Note: Juliana is donating \$500 to this project, so payment will be \$4500, plus tax receipt for the \$500)

Schedule: starting ASAP and completion in approximately 6 wks.

Engineering requirements: a space to paint. Rodeo grounds barn and possible heating/cooling, depends on the weather. The paint being used requires no extreme heat or cold.

Committee requirements:

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Tyler Goodman, x1340

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Juliana Hutchins
Mural, Art Donation

Project Name

Alleyway behind Whiskey Row Mural

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_____ Initial

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Date: _____

FINAL REVIEW AND APPROVAL: Please initial

☐ Legal: _____ Date: _____ Contracts/Procured Services
☐ Risk Mgmt: _____ Date: _____ Contracts and Certificates
☐ City Manager: _____ Date: _____ when required