

## **Artwork Commission Agreement**

**THIS AGREEMENT**, is entered into this 11 day of Nov, 2023, by and between the City of Port St. Lucie, a Florida municipal corporation (hereinafter the "City") located at 121 SW Port St Lucie Blvd, Port St Lucie, FL 34984 and Allbritton Lee LLC dba RE: site Studio (hereinafter "Artist") located at 5615 Briarbend Drive, Houston, TX 77096.

WHEREAS, the City requires the services of an artist to create a work of art (hereinafter the "Artwork", and as described and defined in Exhibit A) in a public space located at the roundabout at NW East Torino Pkwy & Turtle Dove Ln, Port St. Lucie, FL 34986 (hereinafter "Site"); and

WHEREAS, the Artist is a professional artist whose work and qualifications make the Artist uniquely qualified to create the Artwork; and

WHEREAS, the City has selected the Artist based upon the Artist's work and qualifications; and

WHEREAS, the Artist and the City wish to perform under the terms and conditions of this Agreement to complete the project (the "Project").

**NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING AND THE COVENANTS HEREINAFTER SET FORTH, IT IS AGREED AS FOLLOWS:**

### **Article 1. Scope of Services**

#### **I. Artist's Obligations**

- A. The Artist shall perform all services and furnish all supplies, material and/or work equipment as necessary for the design, fabrication, transportation, and installation of the Artwork. Services shall be performed in a professional manner and in strict compliance with all terms and conditions in this Agreement.
- B. The Artist shall determine the artistic expression, design, dimensions, and materials of the Artwork, subject to review and acceptance by the City, as set forth in this Agreement.
- C. The Artist shall prepare the design concept described in Section 1.3 of this Agreement.
- D. The Artist shall complete the fabrication, transportation, and installation of the Artwork by the scheduled dates as provided in the Proposed Schedule/Time Frame included in Exhibit E.
- E. The Artist shall arrange for the transportation and installation of the Artwork in coordination with the City. If the Artist does not install the Artwork himself, the Artist shall supervise and approve the installation. Prior to the installation of the Artwork, the Artist shall inspect the site to ensure that it is ready to accept the Artwork and compliant with the specifications provided by the Artist. The Artist

shall notify the City of any perceived conflict, defect or non-compliance with specifications.

F. The Artist shall provide required insurance in amounts and limits specified in Article 5 and Exhibit D

G. The Artist shall inform the client of the progress of each phase of work completed under the Agreement in the form of photographic documentation and written description as indicated in Exhibit B.

## II. City's Obligations

A. The City shall perform all obligations in strict compliance with all terms and conditions in this Agreement.

B. The City shall assign an informed person ("Project Coordinator") to work with the Artist on the Project.

C. The City shall be responsible for providing the Artist, at no expense to the Artist, copies of existing designs, drawings, reports, list of required permits, and other existing relevant data, if any, which is needed by Artist to perform. The Project Coordinator will facilitate Artist's application for any permits required for the Project.

D. The City shall be responsible for compliance with all applicable laws and regulations, including but not limited to zoning or environmental regulations, and prior to Artist's development of design, shall provide to the Artist in writing an explanation of any specific limitations imposed by such laws and/or regulations that may impact the Artwork or its installation.

E. The City shall prepare the Site in accordance with the specifications detailed in the approved design concept in Section 1.3 of this Agreement. The City shall be responsible for all expenses, labor, and equipment to prepare the Site for the timely transportation and installation of the Artwork. The City shall complete the Site preparations by the scheduled installation date as provided in the Proposed Schedule/Time Frame included in Exhibit E or shall contact the Artist in writing informing him of any delays.

F. If the City fails to prepare the Site in accordance with specifications as provided, or Artist is refused access to the Site as reasonably required, the Artist shall be excused from any delay occasioned by such failure of access or preparation. If installation is delayed more than two (2) months beyond the Proposed Schedule Time Frame due to the City's failure to prepare the site, the City shall be responsible for monthly storage fees until the Site is ready for installation.

G. The City shall be responsible for any landscaping, structural or finishing modifications to the Site, and electrical supply and connection necessary to integrate the Artwork into the Site before and after its installation, in accordance with the specifications detailed in the approved design concept in Section 1.3 of this Agreement.

H. The City shall provide and install a plaque on or near the Artwork containing a credit to the Artist and a copyright notice substantially in the following form:

Copyright © RE: site Studio, date of publication. If the plaque is to be placed on the Artwork or Artwork pedestal, it should be done in consultation with the Artist.

### III. Design

#### A. Concept/Schematic

The Artist submitted a design concept/schematic (the "Design") which was selected and approved by the City, consisting of colored drawings or computer-generated color images (in plan and elevation) and/or 3-dimensional models that accurately reflect the Artwork and how it will be installed at the Site, mock-ups, color and materials samples, and proposed fabrication methods. The Design is attached to this Agreement as Exhibit A.

#### B. Approval

Within forty-five (45) days after the execution of this agreement, the City shall notify the Artist if City requires any revisions to the Design to comply with any applicable laws, ordinances and/or regulations or for other reasons including, but not limited to, ensuring the physical integrity of the Artwork or its installation at the Site. If agreed upon by both parties, such revisions will become a part of the Design.

#### C. Final Design/Construction Documents

Upon approval of the Design by City, Artist is authorized to proceed with the final Design which shall include the following:

1. any amended versions of drawings, renderings, maquettes, plans, or finish samples included in the Preliminary Design; and
2. engineered drawings of the Artwork's structural components, fabrication, and installation methods, which must be signed and stamped by licensed design professionals/engineers; and
3. detailed drawings, plans and/or written descriptions of all work to be done on or to the Site by City before and after installation of the Artwork including, but not limited to initial surveying, leveling, and landscaping, forming and pouring of concrete slabs, preparation of pedestal, walls, electrical & plumbing sources and finish landscaping/integration (the "Final Design").

### IV. Budget and Payment Schedule

#### A. Budget

1. The Artist shall prepare a budget, which shall include all goods, services and materials with such costs itemized. The budget is attached hereto as Exhibit C.
2. If the Artist incurs costs in excess of the amount listed in the budget, the Artist shall pay such excess from the Artist's own funds unless the Artist obtains approval in writing for such additional costs from the City.

#### B. Payment Schedule

1. Artist's completion milestones and payment schedule is as set forth in Exhibit B.

V. Fabrication and Installation

- A. The Artist shall fabricate and install the Artwork in substantial conformity with the Design. The Artist may not substantially deviate from the Design without written approval of the City.
- B. The Artist shall provide at least ten (10) days' notice to the City, in writing, when fabrication of the Artwork has been completed, and that the Artwork is ready for delivery and installation at the Site.
- C. The City shall promptly notify the Artist of any delays impacting installation of the Artwork.
- D. The Artist shall inspect the Site at least ten (10) days prior to, but no greater than thirty (30) days prior to, the transportation and installation of the Artwork and shall notify the City of any adverse Site conditions that will impact the installation of the Artwork, and which are in need of correction within two (2) business days of the discovery of such adverse Site conditions. Failure to inspect the site by the Artist shall be deemed as an acceptance of the Site conditions.
- E. The Artist shall deliver and install the Artwork to the Site in accordance with the Proposed Schedule/Timeframe included in Exhibit E.
- F. The Artist shall be present to supervise the installation of the Artwork.
- G. Upon completion of the installation of the Artwork, the Artwork shall be deemed to be in the custody of the City for purposes of Article 3 and Article 5 of this Agreement and the City assumes responsibility for the Artwork.
- H. Upon completion of the installation of the Artwork, the Artist shall provide the City with written instructions for the future maintenance and preservation of the Artwork.
- I. Notwithstanding anything the contrary, Artist may not install the Artwork until authorized to do so by the City in writing.

Article 2. Terms of Agreement

I. Duration

This Agreement shall be effective on the date that it has been signed by both parties, and, unless terminated earlier pursuant to such provisions in the Agreement, shall remain in effect until the City receives title to the Artwork ("Termination Date").

II. Force Majeure

The City shall grant to the Artist a reasonable extension of time in the event of a Force Majeure Event. As used herein, a "Force Majeure Event" shall include governmental moratorium or unavailability of essential supplies or utilities ( e.g. power or water) through no fault of Artist, fire (including wildfires), explosion or similar casualty, sabotage, theft, vandalism, riot or civil commotion, hurricane, tropical storm, tornado or flooding. Any extension of any date or deadline set forth in this Agreement due to a Force Majeure Event shall be only for delay in performance that is an actual and direct result of such Force Majeure Event. In the event that Artist claims a delay for a Force

Majeure Event, Artist must make a claim for an extension in writing to City within five (5) business days after the occurrence of a Force Majeure Event for which such claim is being made.

### **Article 3. Risk of Loss**

- I. The Artist shall bear the risk of loss or damage to the Artwork until completion of the installation of the Artwork. The Artist shall take such measures as are reasonably necessary to protect the Artwork from loss or damage.

### **Article 4. Artist's Representations and Warranties**

#### **I. Warranties of Title**

The Artist represents and warrants that:

- A. the Artwork is solely the result of the artistic effort of the Artist;
- B. except as otherwise disclosed in writing to the City, the Artwork is unique and original and does not infringe upon any copyright or the rights of any person;
- C. the Artwork (or duplicate thereof) has not been accepted for sale elsewhere;
- D. the Artist has not sold, assigned, transferred, licensed, granted, encumbered or utilized the Artwork or any element thereof or any copyright related thereto which may affect or impair the rights granted pursuant to this Agreement;
- E. the Artwork is free and clear of any liens from any source whatsoever;
- F. all Artwork created by the Artist under this Agreement, whether created by the Artist alone or in collaboration with others shall be wholly original with the Artist and shall not infringe upon or violate the rights of any third party;
- G. the Artist has the full power to enter into and perform this Agreement and to make the grant of rights contained in this Agreement;
- H. all services performed hereunder shall be performed in accordance with all applicable laws, regulations, ordinances and with all necessary care, skill, and diligence;
- I. these representations and warranties shall survive the termination or other extinction of this Agreement;
- J. Artist shall provide the City with a Warranty of Title certifying that the Artwork is free of liens, claims or other encumbrances and that Artist has the legal ability to make this sale upon the completion of installation and final payment to the Artist. Said document shall be in substantially similar form to the sample form attached hereto as Exhibit F.

#### **II. Warranties of Quality and Condition**

- A. The Artist represents and warrants that all work will be performed in accordance with professional "workmanlike" standards and free from defective or inferior materials and workmanship (including any defects consisting of "inherent vice," or qualities that cause or accelerate deterioration of the Artwork) for two (2) years after the Termination Date.
- B. The Artist represents and warrants that reasonable maintenance of the Artwork will not require procedures substantially in excess of those described in the

maintenance and preservation instructions submitted by the Artist upon completion of the Artwork.

- C. If, within two (2) years, the City observes any breach of warranty described in this agreement that is curable by the Artist, the Artist shall, at the request of the City, cure the breach promptly, satisfactorily, and consistent with professional standards, at no expense to the City. The City shall give notice to the Artist of such breach with reasonable promptness.
- D. If, after two (2) years, the City observes any breach of warranty described in this agreement that is curable by the Artist, the City shall contact the Artist to make or supervise repairs or restorations at a reasonable fee during the Artist's lifetime. The Artist shall have the right of first refusal to make or supervise repairs or restorations. Should the Artist be unavailable or unwilling to accept reasonable compensation under the industry standard, the City may seek the services of a qualified restorative conservator and maintenance expert.
- E. The foregoing Warranties of Quality and Condition are conditional and shall be voided by the City's failure to maintain The Artwork in accordance with Artist's specifications and the applicable conservation standards.

## **Article 5 Insurance**

### **I. General**

- A. The Artist acknowledges that until completion of the installation of the Artwork, any injury to property or persons caused by the Artwork or any damage to, theft of, vandalism to, or acts of God affecting the Artwork are the sole responsibility of the Artist, including, but not limited to, any loss occurring during the creation, storage, transportation, delivery or installation of the Artwork, regardless of where such loss occurs.
- B. Terms for the procurement and duration of insurance are provided in Exhibit D.
- C. Required insurance policies are described in Exhibit D.

### **II. Indemnity**

The Artist shall indemnify, defend, and hold harmless the City, its representatives, employees, and elected officials, from and against all claims, causes, demands, legal fees, costs, losses, damages or other expenses occasioned by any act, conduct, negligence, error or omission by the Artist or its respective agents, employees or delegees in the performance of this Agreement or occasioned wholly or in part by any act, conduct, error or omission by the Artist or its respective agents, employees or delegees in the performance of this Agreement, occurring during the term of this Agreement. In agreeing to this paragraph, the City does not alter, extend or waive any defense of sovereign immunity to which it may be entitled under the Florida Constitution, section 768.28, Florida Statutes, or as otherwise provided by law. This Paragraph shall survive the termination of this Agreement. Notwithstanding any provision of this Agreement to the contrary, no Party shall recover from a party to this Agreement in an action, of whatever nature, in contract or tort, any consequential or incidental damages, lost profits, or any type of expectancy damages.

## **Article 6 Ownership and Intellectual Property Rights**

### **I. Title**

Title to the Artwork shall pass to the City upon completion of the Artwork, completion of installation of the Artwork, and final payment by City to Artist pursuant to Exhibit B.

### **II. Copyright Ownership**

The Artist retains all rights under the Copyright Act of 1976, 17 U.S.C. § 101 et seq., as the sole author of the Artwork for the duration of the copyright.

### **III. Reproduction Rights**

- A. The Artist grants to the City and its assignees an irrevocable license to make two dimensional reproduction of the Artwork for non-commercial purposes, including, but not limited to, reproductions used in brochures, media publicity, and exhibition catalogs or other similar publication provided that these rights are exercised in a tasteful and professional manner.
- B. All reproductions by the City shall contain a credit to the Artist and a copyright notice in substantially the following form: © RE: site Studio, date of publication.
- C. The Artist shall use his best efforts in any public showing or resume use of reproductions of the Artwork to give acknowledgment to the City in substantially the following form: "An original artwork owned and commissioned by the City of Port St. Lucie."
- D. If the City wished to make reproductions of the Artwork for commercial purposes including, but not limited to, tee shirts, post cards and posters, the Parties shall execute a separate agreement to address the terms of the license granted by the Artist and the royalty the Artist shall receive.

## **Article 7 Artist's Rights**

### **I. General**

- A. The Artist retains all rights under state and federal laws including § 106A of the Copyright Act of 1976.
- B. The City agrees that it will not intentionally alter, modify, change, destroy or damage the Artwork without first obtaining permission from the Artist.
- C. If any substantial alteration or damage to the Artwork occurs, the Artist shall have the right to disclaim authorship of the Artwork.

### **II. Deaccession of Artwork**

Artist hereby acknowledges that the City may deaccession the Artwork, including but not limited to, taking one of the following actions:

- A. selling the Artwork;
- B. donating the Artwork; or
- C. discarding or destroying the Artwork;

provided, however, in the event City receives a bona fide written offer from any third party to purchase the Artwork, which City desires to accept, Artist has the right and may elect to purchase the Artwork at the price offered by such third party (the "Offered Price"). City shall give notice to Artist, including delivery to Artist of a true and exact copy of the written bona fide offer, and allow Artist thirty (30) calendar days subsequent to OWNER's receipt of such notice within which Artist may elect to purchase the Artwork

from City, and in the event, Artist so elects to purchase the Artwork by giving notice of such election to City within the thirty (30) day period

City shall sell the Work to Artist at the Offered Price. Further, notwithstanding anything to the contrary contained in this Agreement, City shall not donate, discard, or destroy the Artwork without first offering in writing to transfer ownership of the Artwork back to the Artist.

#### **Article 8 Artist as an Independent Contractor**

- I. The Artist agrees to perform all work under this Agreement as an independent contractor and not as an employee of the City. The Artist acknowledges and agrees that the Artist shall not hold himself out as an authorized agent of the City with the power to bind in any manner. The Artist shall provide the City with the Artist's Tax Identification number and any proof of such number as requested by the City.

#### **Article 9 Assignment of Artwork**

- I. The work and services required of the Artist are personal and shall not be assigned, sublet, or transferred. Any attempt by the Artist to assign this Agreement or any rights, duties or obligations arising hereunder shall be void and of no effect unless prior written consent is given by the City. The City shall have the right to assign or transfer any and all of the City's rights and obligations under this Agreement, subject to the Artist's consent, which consent will not be unreasonably withheld.

#### **Article 10 Termination and Default**

- I. If either party to this agreement shall fail to fulfill in a timely and proper manner, or otherwise violate any of the covenants, agreements or stipulations material to this Agreement, the other party shall thereupon have the right to terminate this Agreement by giving written notice of default to the defaulting party of its intent to terminate specifying the grounds for termination. The defaulting party shall have thirty (30) days after the effective date of the notice to cure the default. If it is not cured by that time, this Agreement may be terminated.
- II. If the Artist defaults for cause other than death or incapacitation, the Artist shall return to the City all funds provided by the City. All finished and unfinished drawings, sketches, photographs, and other work products prepared and submitted or prepared for submission by the Artist under this Agreement shall be retained by the Artist.
- III. Either Party may terminate this Agreement without recourse by the other where performance is rendered impossible or impracticable for Force Majeure Events beyond such Party's reasonable control. If a Party claims termination for a Force Majeure Event, such party must provide notice within ten (10) business days after the occurrence of a Force Majeure Event for which such termination is being made. Additionally, notice of termination of this Agreement, for a Force Majeure Event, shall be given to the non-terminating party in writing not less than ten (10) days prior to the effective date of termination.



- IV. The City may terminate this Agreement without cause upon sixty (60) days written notice to the Artist. The City shall pay the Artist for services performed and commitments made prior to the date of the termination, consistent with the schedule of payments set forth in Exhibit B of this Agreement. The Artist shall have the right to an equitable adjustment in the fee for services performed and expenses incurred beyond those for which the Artist has been compensated to date under Exhibit B. The Artist shall retain possession and title to the plans, drawing, designs, maquettes, and models already prepared and submitted or prepared for submission to the City by the Artist under this Agreement prior to the date of termination.
- V. Upon notice of termination, the Artist and his subcontractors shall cease all services affected.

#### **Article 11 Death or Incapacity**

- I. If the Artist becomes unable to complete this Agreement due to death or incapacity, such death or incapacity will not be deemed a breach of this Agreement or a default on the part of the Artist for purposes of Article 10.
- II. In the event of incapacity, the Artist shall assign his obligations and services under this contract to another artist provided that the City approves of the new artist and so agrees in writing. If the City does not agree, the City may elect to terminate this Agreement. The Artist shall retain all rights under Article 6 and Article 7 in the event of termination pursuant to this provision.
- III. In the event of death, this Agreement shall terminate effective the date of death. The Artist's heirs shall retain rights under Article 6 and Article 7.

#### **Article 12 Waiver**

- I. The Parties agree that a waiver of any breach or violation of any term or condition of this Agreement shall not be deemed to be a waiver of any other term or condition contained herein or a waiver of any subsequent breach or violation of the same or any other term or condition.

#### **Article 13 Jury Waiver**

- I. In the event it is necessary for either party to initiate legal action regarding this Agreement, venue shall be in the Nineteenth Judicial Circuit in and for St. Lucie County, Florida, for claims under state law, and in the Southern District of Florida for claims justiciable in federal court. TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT. This clause shall survive the expiration or Termination of this Agreement.

#### **Article 14 Amendments**

- I. No alteration, change or modification of the terms of this Agreement shall be valid unless made in writing and signed by both Parties hereto.

#### **Article 15 Conflict with the Law**

- I. If any term, covenant, condition or provision of this Agreement, or the application thereof to any person or circumstance, shall be held by a court of competent jurisdiction or arbitration panel to be in conflict with the laws, rules and/or regulations of the United States or the State of Florida, invalid, void or unenforceable, the remainder of the terms, covenants, conditions or provisions of this Agreement, or the application thereof to any person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby to the extent the remainder of the terms, covenants, conditions or provisions of this Agreement are capable of execution.

**Article 16 Choice of Law**

- I. This contract shall be governed by the laws of the State of Florida both as to interpretation and performance.

**Article 17 Entire Agreement**

- I. This Agreement embodies the whole understanding of the parties hereto with respect to the subject matter set forth herein. There is no promise, term, condition or obligation between the parties with respect to the subject matter set forth in this Agreement, other than those contained herein, and this Agreement shall supersede all previous communications, representation, or agreements between the parties, either oral or written, with respect thereto.

**Article 18 Counterparts.**

- I. This Agreement may be executed in multiple counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same agreement.

**Article 19 Public Records**

- I. The City and the Artist shall, to the extent applicable, allow public access to all documents, papers, letters and other materials that are subject to the provision of Chapter 119, Florida Statutes, made or received by them in conjunction with this Agreement.

**SIGNATURE PAGE TO FOLLOW**

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement by their duly authorized representatives.

CITY OF PORT ST. LUCIE  
A Florida municipal corporation



BY: [Signature]  
Jesus Merejo, City Manager

Attest:

[Signature]  
Sally Walsh, City Clerk

Approved as to legal form and sufficiency by:

[Signature]  
Richard A. Berrios, Interim City Attorney

ARTIST:

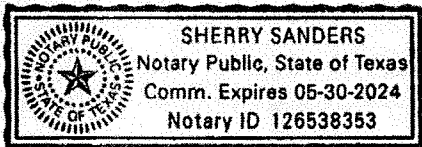
BY:

[Signature]  
, Artist/Owner

NOTARIZATION AS TO ARTIST'S EXECUTION

STATE OF FLORIDA Texas  
COUNTY OF Tarrant ) ss

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 21st day of November, 2023, by Norman Lee who is  personally known to me, or who has  produced the following identification: TX DL

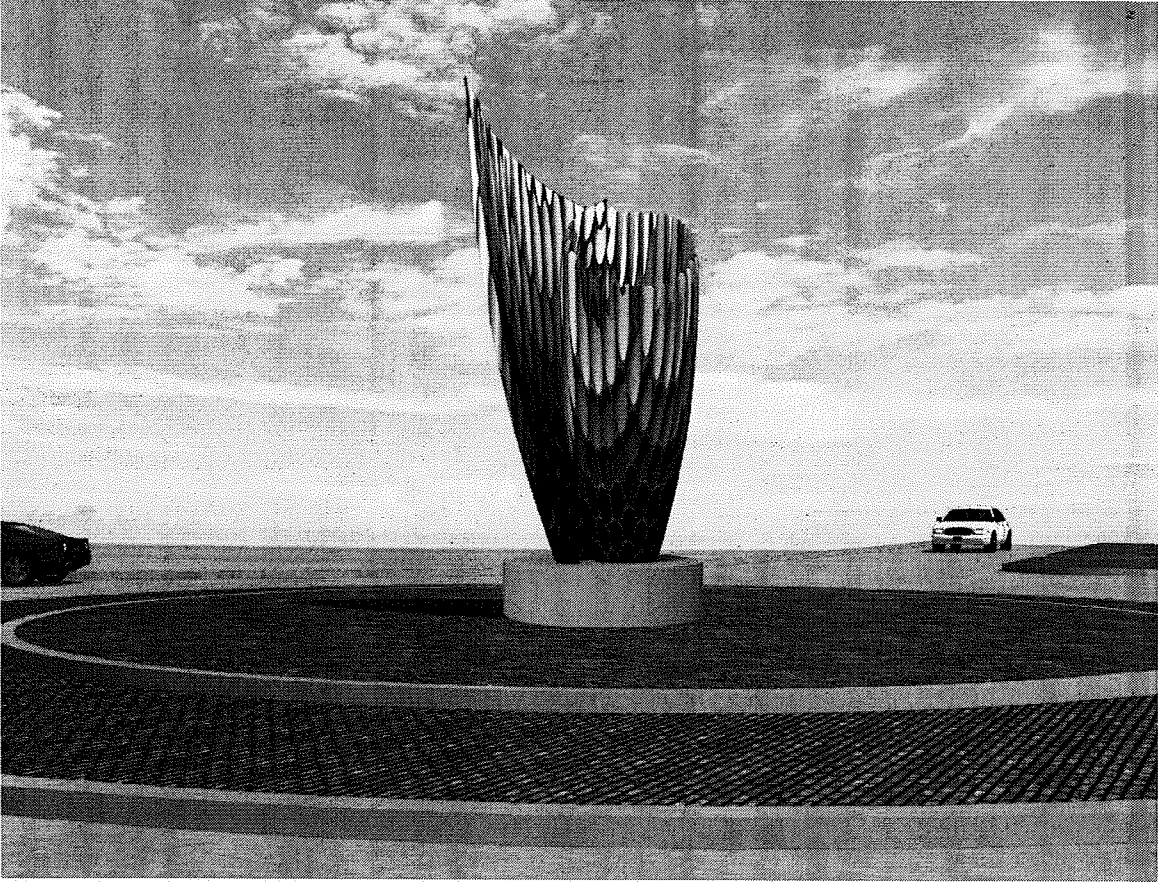


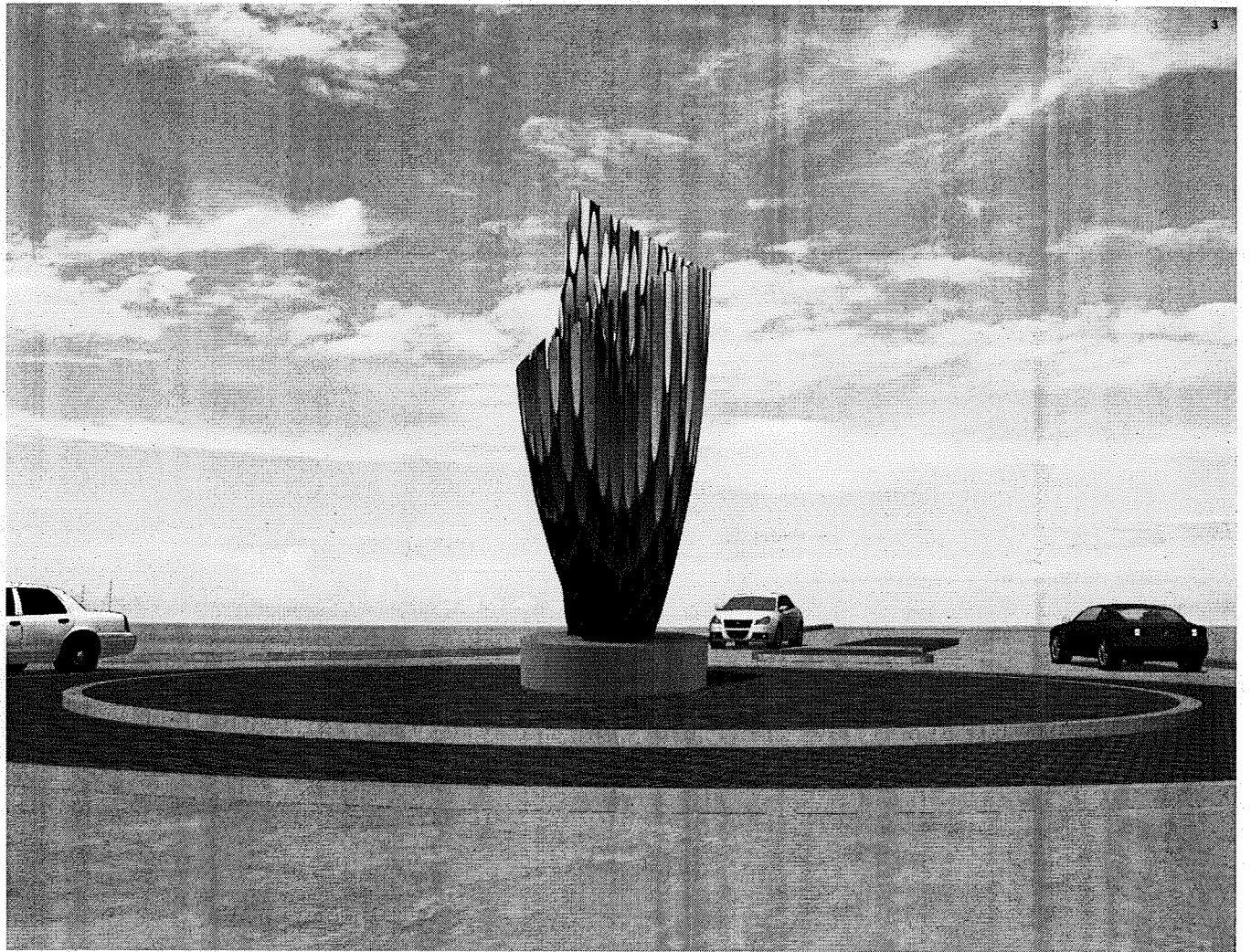
[Signature]  
Signature of Notary Public

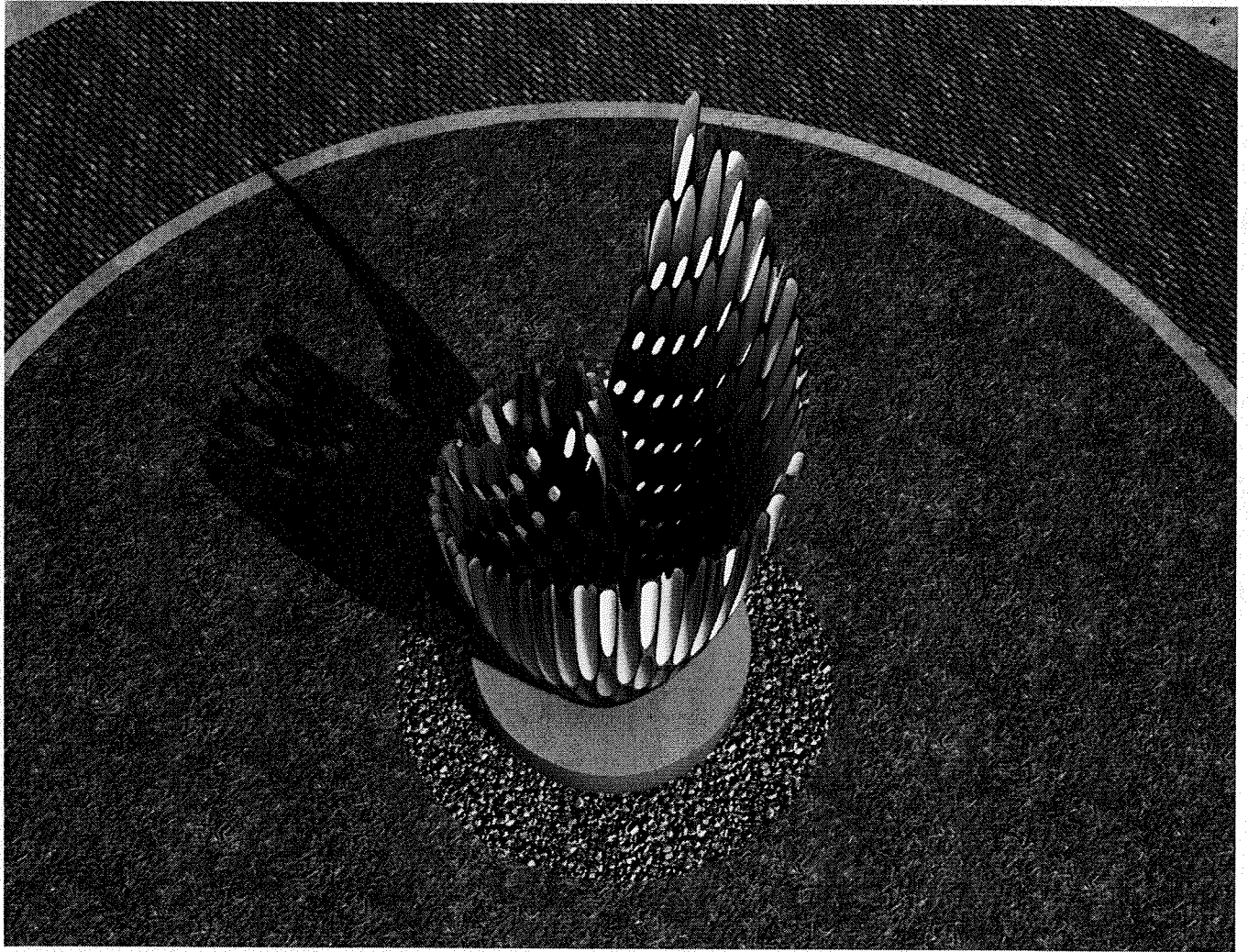
Sherry Sanders  
Print Name of Notary Public

Notary Public, State of Florida Texas  
My Commission expires 05/30/2024

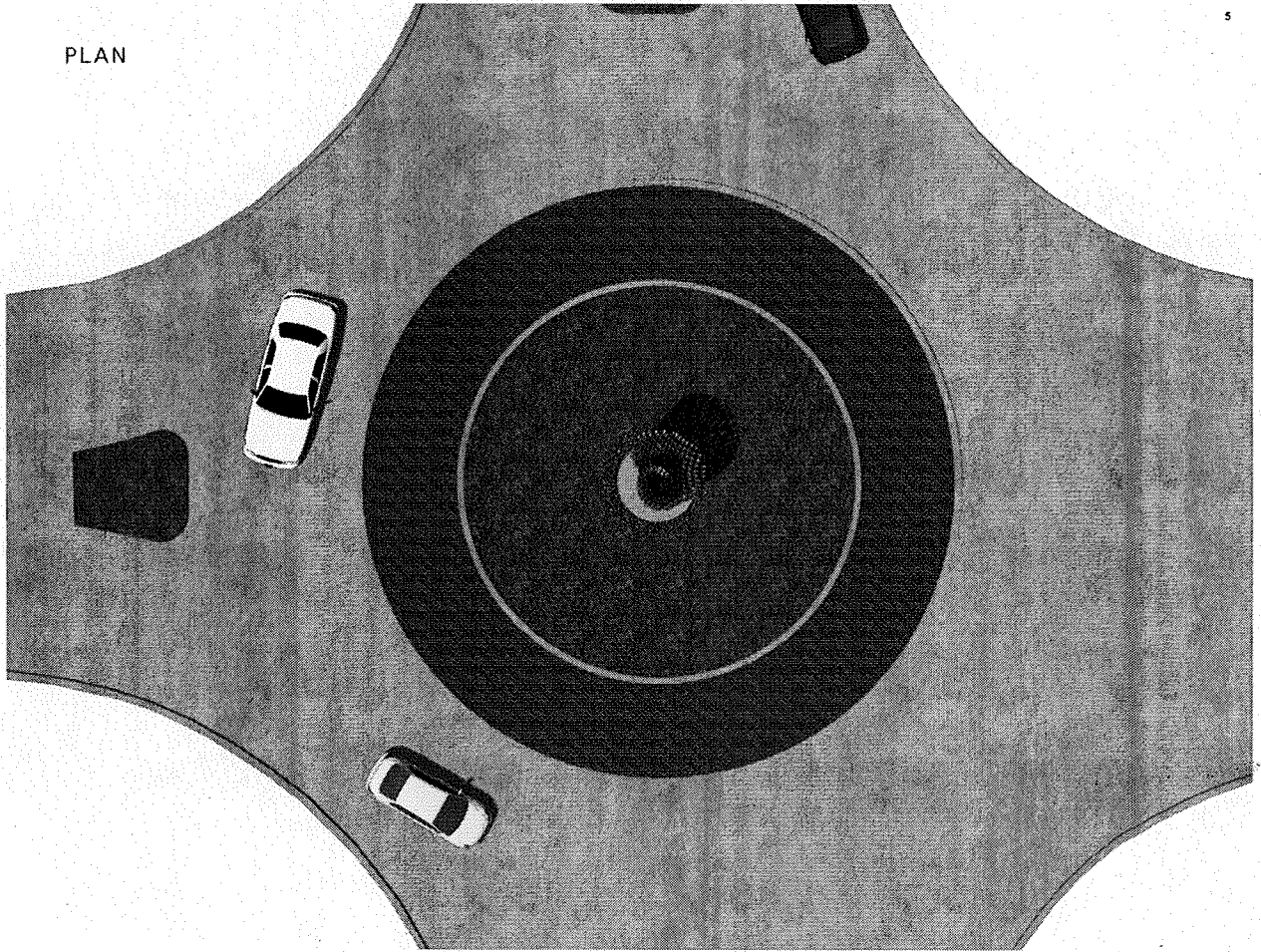
**Exhibit A: Preliminary Design**







PLAN

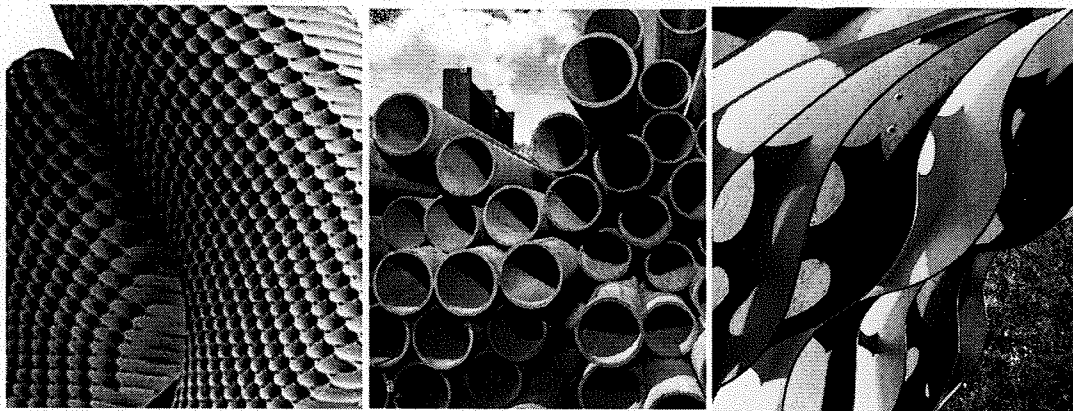


## FABRICATION & INSTALLATION & MAINTENANCE

The artwork is composed of vertically bundled Corten steel pipe, with interior surfaces painted multiple colors and outside surfaces left to rust. Each pipe section will be radially CNC laser cut to create the larger scale forms shown. Individual pieces will be welded together, and later masked and painted on the inside. Once all pipes are welded, the Artwork will be shipped to the site for installation as a single composition. A bundle of pipes at the bottom of the structure will act as a discreet column connection from the artwork to an embedded base plate with cast-in-place anchors. We will use a crane to lift the Artwork into place and align the piece with the baseplate anchors.

While the forms are volumetrically large, the interiors will be hollow and pipe segments will be 12"-16" long to allow for accessibility in painting as well as touch up and maintenance in the future. The interior space will have a subtle presence when viewed from an angle below, and may be lit from the interior with a point source of light for a dramatic effect at night.

Corten steel (weathering steel) develops a stable rust patina and has long term durability in withstanding the elements. We will use a 3-part Urethane paint system with a UV stable clear topcoat to prevent color fading. This paint system is industrial grade, for use on off-shore applications, and may be easily touched up with a brush, roller or spray.





## **Exhibit B: Budget and Payment Schedule**

The City shall pay the Artist a fixed fee of \$200,000, which shall constitute full and complete compensation for all the services performed and material furnished by the Artist under this Agreement. Payment shall be made in accordance with the following milestones:

- A. \$60,000 (30%) upon the execution of this Agreement.
- B. \$40,000 (20%) upon completion of 1/3 of the fabrication (to be determined by the Artist).
- C. \$40,000 (20%) upon completion of 2/3 of the fabrication (to be determined by the Artist).
- D. \$40,000 (20%) upon full completion of fabrication and notification to the City by the Artist
- E. \$20,000 (10%) upon installation and notification of completion by the Artist as set forth under Section.

Upon completion of each milestone, the Artist shall submit a written invoice to the City requesting payment. The Artist shall include documentation of work completed in the form of photographs and written descriptions to indicate completion of milestones. The City shall submit payment within thirty (30) days of receipt of invoice.

**Exhibit C: Budget from Artist**

**PRELIMINARY BUDGET**

DESCRIPTION	VENDOR	CONTROL ESTIMATE
ARTIST FEE	ARTIST	\$40,000
DESIGN AND DOCUMENTATION	METALAB	\$16,000
PROJECT MANAGEMENT	METALAB	\$28,800
STRUCTURAL ENGINEERING	TBD	\$5,000
MATERIAL & FABRICATION	TBD	\$50,000
PAINTING	TBD	\$15,000
FOUNDATION & SITE WORK   PREPARATION	BY OTHERS	\$0
ELECTRICAL	BY OTHERS	\$0
LIGHTING & INSTALLATION	BY OTHERS	\$0
LANDSCAPING	BY OTHERS	\$0
INSTALLATION Crane Rental + Install on Site	TBD	\$15,000
HARDWARE / MISC.	TBD	\$1,200
TRAVEL	METALAB / ARTIST	\$3,500
SHIPPING	TBD	\$5,500
	FABRICATION COST	\$180,000
	CONTINGENCY	\$20,000
	<b>PROJECT BUDGET</b>	<b>\$200,000</b>

## Exhibit D: Insurance

1. Commercial General Liability insurance policy, written on an occurrence form basis, including all the usual coverage known as:
  - a. premises/operations liability
  - b. products/completed operations
  - c. personal/advertising injury
  - d. contractual liability
  - e. broad-form property damage
  - f. independent contractor's liability
  
2. Said policy must provide the following minimum coverage:
  - a. \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.
  - b. \$1,000,000 annual aggregate
  
  - c. Automobile liability. Business Automobile Liability at a limit of liability not less than \$1,000,000.00 each accident covering any auto, owned, non-owned and hired automobiles. In the event, the Artist does not own any automobiles; the Business Auto Liability requirement shall be amended allowing Artist to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto Coverage form. Certificate holder must be listed as additional insured. A waiver of subrogation shall be provided to the City. Coverage shall apply on a primary basis.
  - d. Workers' Compensation Insurance and Employer's Liability. The Artist shall agree to maintain Workers' Compensation Insurance & Employers' Liability in accordance with Section 440, Florida Statutes. Employers' Liability must include limits of at least \$100,000.00 each accident, \$100,000.00 each disease/employee, \$500,000.00 each disease/maximum. A Waiver of Subrogation endorsement shall be provided to the City. Coverage shall apply on a primary basis.
  - e. Transportation/Cartage insurance. Prior to shipment, the Artist must show the City that the artwork is insured independently or by the carrier during its shipment to the Site. While under the care, custody, and control of the carrier up to the value of the Artwork.
  - f. Installation Subcontractor Liability. It shall be the responsibility of the Artist to ensure that all subcontractors for installation of the Artwork at the Site comply with the same insurance requirements referenced above without the language "when required by written contract".

**Exhibit E: Project Timeline/Time Frame**

