

**Request for Qualifications (RFQ)**  
**Port St. Lucie, Florida**  
**Port St. Lucie Botanical Gardens, Rose Garden**  
**Temporary Sculpture**

Issue Date: September 5, 2024

Due Date: September 27, 2024 by 3pm EST

**PROJECT PURPOSE AND SITE**

The Friends of the Port St. Lucie Botanical Gardens (the "Friends") is seeking an artist or artist teams to install a sculpture at the Port St Lucie Botanical Gardens on a temporary basis for a period of eighteen (18) months. The artwork will be installed by November 12, 2024.

The Port St. Lucie Botanical Gardens is a welcome oasis of greenery in the heart of Port St. Lucie. Located on the banks of the North Fork of the St. Lucie River, the site features a lake with a fountain, paved public paths, beautiful gardens, a pavilion, and more. This beautiful sanctuary has numerous gardens overflowing with plant-life, including a butterfly garden, orchid room, and rose garden, where this artwork will be displayed.

**DESIGN CONSIDERATIONS**

While artistic quality is very important, the selected work will also be reviewed for durability, safety and appropriateness to the site. The selected work must be structurally sound and able to withstand an outdoor environment in a largely unsupervised area that is not protected from weather or curious viewers. Port St. Lucie has a subtropical climate that is hot and humid, with intense sun and seasonal heavy rains, and potential for hurricane-force winds. Avoiding possible problems such as deteriorating rust and fading should be considered.

A plaque will be selected and provided by the Friends, and will feature the artwork's title and the artist's name.

Other considerations include:

- In-process and/or unfinished artworks may be considered
- The selected artwork shall not exceed 8 feet in height, nor a diameter of 4 feet.
- The Friends will provide
  - a circular, 4-foot diameter, weight-bearing concrete pad to support the artwork; the pad is tinted green to blend into the surrounding landscape

- a plaque that will feature the artwork's title and the artist's name
- artwork lighting



Straight-on view...



Looking south...

Pad will be landscaped to grade...

### **Who May Apply**

Visual, craft or design artists (or artist teams), in all media, including landscape architects and interior designers, at least 18 years of age and legal residents of the United States are eligible to apply. City of Port St. Lucie staff, Artist Selection Committee members and their family members are not eligible to apply.

## **SUBMISSION PROCESS AND GUIDELINES**

Submittal materials will not be returned and incomplete applications will not be considered. All application materials below are required for submission of this RFQ. Please submit a single PDF package with the following:

- Cover Letter (1 page)
  - Contact Information, including address, email, social media information, and phone number
  - Statement of interest and qualifications, including a description of the artist's experience with similar projects
- Artist(s) Qualifications (1 to 3 pages)
  - Artist Resume/CV
  - No fewer than three professional references
- Itemized list of artworks proposed for this opportunity, each of which must include:
  - Up to 10 images of each proposed artwork
  - Artwork title
  - Artwork dimensions
  - Artwork medium and materials
  - Artwork completion date
  - Artwork weight estimate
  - Artwork maintenance requirements
  - Declared purchase price

### **Submission Format**

Responses shall be submitted as a single PDF file via email to Anna Talarico [anna@designinglocal.com](mailto:anna@designinglocal.com). An acknowledgement of receipt will be sent upon submission. If the items are too large for email, please contact Anna for Google Drive Transmittal. Files may also be zipped and reduced so that the email attachments are no larger than 15MB. The selection committee may reach out to request higher resolution images.

Due Date: September 27, 2024 by 3pm EST

### **SELECTION PROCESS**

The Friends will review RFQ submissions based on the following criteria:

- Submittal of all required application materials as outlined in this RFQ.
- Artistic Excellence: The aesthetic quality of the artwork, including distinctive qualities in the work and the overall visual impact of the artist's or artist group's practice.

- Evidence of quality and craftsmanship of product as exhibited by past work.
- Public safety, and compliance with Americans with Disabilities Act.
- Evidence of technical Feasibility: The artist must provide convincing evidence of their ability to complete the artwork as proposed.
- Past Performance: The Selection Committee will consider the artist's performance under previous contracts including success in meeting established timelines and budgets.

### **Selection Process and Timeline**

The timeline for the full process is below (timeline is subject to change):

September 4, 2024	RFQ released
September 27, 2024	RFQ submissions due
Early Oct. 2024	Review and Artist Identified
Mid-late Oct. 2024	Contract Negotiations
November 12, 2024	Artwork Installation

### **Budget**

The selected artist will receive a fee of \$8,000 for the eighteenth month lease of one artwork. This fee is inclusive of all costs associated with the project, including but not limited to: artist expenses/honorarium, administration, sub-consultants, travel/lodging, site preparation, artwork crating, storage, transportation and installation, related permits, licenses, deinstallation, taxes and insurance. Any expenses that exceed the contracted amount will be the artist's responsibility.

### **Questions?**

Inquiries about the program or the project should be made by sending an email to:

Anna Talarico, Public Art Coordinator  
Designing Local  
[anna@designinglocal.com](mailto:anna@designinglocal.com)  
704-999-9795

## SAMPLE AGREEMENT

*(This Agreement is subject to change by the City of Port St. Lucie)*

### Artist Exhibition / Art Loan Agreement

**THIS AGREEMENT**, is entered into this Enter Date day of Enter Month, Enter Year, 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 [enter name] (hereinafter "Artist") located at [enter address].

**WHEREAS**, in the Fall of 2024 the CITY issued a Call to Artists for placement of a temporary sculpture in the Port St. Lucie Botanical Gardens ("Botanical Gardens"); and

**WHEREAS**, CITY agrees to display, and ARTIST agrees to loan, a work of art entitled [Name] hereinafter referred to as "WORK", for the aesthetic enrichment of CITY generally, and for the enhancement of the immediate geographic in which it will be situated; and

**WHEREAS**, CITY wishes to locate artwork temporarily at the Botanical Gardens for a period of eighteen (18) months pursuant to the terms and conditions contained herein; and

**WHEREAS**, ARTIST wishes to exhibit the WORK for placement at the Botanical Gardens for a period of eighteen (18) months pursuant to the terms and conditions contained herein.

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

**I. The Exhibition and Loan.**

- A. ARTIST hereby agrees to loan to CITY the artwork known as "[NAME]" as shown in the image attached hereto and incorporated herein as Exhibit "A."
- B. ARTIST understands, acknowledges, and consents to the outdoor placement of the WORK by CITY at Botanical Gardens, located at 2410 SE Westmoreland Boulevard, Port St. Lucie, Florida 34952, for a period of eighteen (18) months. The eighteen (18) month time period shall commence on the date the WORK is installed at the Installation Site (as defined below), but not later than [DATE], and end no later than [DATE] ("Term").
- C. ARTIST represents and covenants that the WORK is made of durable material and will withstand the usual weather and climate of the area. ARTIST assumes all responsibility and risk for any deterioration and/or weathering caused to the WORK.
- D. ARTIST further agrees to transfer and deliver the WORK to CITY free and clear of all liens, security interests, liabilities and encumbrances.
- E. The parties agree that the WORK shall be on loan to the CITY at a total cost to the CITY of Eight Thousand Dollars (\$8,000.00). This total amount includes the costs of artist expenses/honorarium, administration, sub-consultants, travel/lodging, site preparation, artwork crafting, storage, transportation, related

permits, licenses, installation, deinstallation, and taxes and insurance. Any expenses that exceed the contracted amount will be the artist's responsibility.

- F. CITY shall pay \$4,000 to ARTIST upon installation and \$4,000 upon removal, by issuing and delivering to ARTIST a check payment or wire transfer for each agreed upon amount.
- G. Upon completion of installation and removal ARTIST shall submit a written invoice to the CITY requesting payment. ARTIST shall include documentation of work completed in the form of photographs and written descriptions to indicate completion of installation and removal. The CITY shall submit payment within twenty (20) days of receipt of the invoice.

## **II. Installation and Maintenance Information**

- A. ARTIST shall provide the CITY with all information it has, if any, regarding proper maintenance of the WORK. CITY will perform all required maintenance on the WORK, at no cost to ARTIST, upon installation of the WORK at Botanical Garden (as defined below) by ARTIST. Cost of installation shall be at the expense of the CITY. CITY will purchase and construct the base and plaque that the WORK will be displayed on at no cost to ARTIST. The plaque shall include the WORK'S title, ARTIST'S name and the contact information for ARTIST. Normal wear and tear, deterioration and/or weathering is excepted from this Agreement.

## **III. Transportation/Delivery**

- A. ARTIST is responsible for the wrapping, crating and/or transportation of the WORK within ten (10) days of full execution of this Agreement, unless otherwise agreed upon by the parties. The WORK shall be transported to, and unloaded at, 2410 SE Westmoreland Boulevard, Port St. Lucie, Florida 34952 ("Botanical Garden"), at the ARTIST'S expense. The WORK shall be installed in the location in the image depicted in Exhibit "B" within ten (10) days of being unloaded at the Botanical Garden ("Installation Site"). Upon completion of installation of the WORK, ARTIST shall provide documentation in the form of photographs and written descriptions depicting installation.

## **IV. Removal of Work**

- A. The ARTIST shall dismantle and remove the WORK from its installation site within thirty (30) days of the expiration of the Agreement's Term. ARTIST shall be responsible for the dismantling, wrapping, crating and/or transportation of the WORK from the location. Dismantling, removal, and transportation costs shall be at ARTIST'S expense. Upon completion of removal of the WORK, ARTIST shall provide documentation in the form of photographs and written descriptions depicting dismantling/removal.

## **V. Risk of Loss**

- A. ARTIST is responsible for any damage or loss suffered by the WORK until installed at the Initial Installation Site. ARTIST shall be responsible for any

damage or loss suffered by the Work during dismantling and removal from the Installation Site.

**VI. Display**

- A. CITY shall have the right to relocate the WORK from the Initial Installation Site, or permanently remove the WORK from public display, for any reason in CITY'S sole discretion.
- B. CITY shall have the right, and ARTIST expressly authorizes CITY, to photograph and distribute photographs of the WORK for non-commercial public information including, but not limited to, media releases, newsletters, website inclusion, exhibition printed materials, and social media platforms.

**VII. Deaccession**

- A. ARTIST hereby acknowledges that CITY may deaccession the WORK at any time including but not limited to taking one of the following actions:
  - 1. dismantling the WORK and returning the WORK to ARTIST;
  - 2. removing the work and storing the WORK in an appropriate location and providing ARTIST thirty (30) days' to retrieve the WORK from the storage location; or
  - 3. providing the ARTIST thirty (30) days' notice to dismantle the WORK from its installation site and remove it from City property. In the event, the ARTIST does not timely remove the WORK upon request by the CITY pursuant to this Agreement the CITY has the right to take any action with respect to the WORK that it deems appropriate.

**VIII. Breach of Contract**

- A. In the event that ARTIST breaches this contract by, including but not limited to, selling ART prior to the end of the contract, removing ART prior to the expiration of this contract, or fails to install or remove WORK in a timely manner, the CITY reserves the right to prorate the final payment upon removal.

**IX. Artist' Representation and Warranties**

A. Warranties of Title

The Artist represents and warrants that:

- 1. the Artwork is solely the result of the artistic effort of the Artist;
- 2. 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;
- 3. the Artwork (or duplicate thereof) has not been accepted for sale elsewhere;
- 4. 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;

5. the Artwork is free and clear of any liens from any source whatsoever;
6. 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;
7. the Artist has the full power to enter into and perform this Agreement and to make the grant of rights contained in this Agreement;
8. all services performed hereunder shall be performed in accordance with all applicable laws, regulations, ordinances and with all necessary care, skill, and diligence;

**B. Warranties of Quality and Condition**

1. 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 the eighteen (18) month period.
2. 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.
3. If, within the eighteen (18) months, 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.

**X. Indemnity**

- A. ARTIST shall indemnify, defend, save and hold harmless CITY, its council members, officers, agents and employees, from all claims, damages, losses, liabilities and expenses arising out of the violation of any right or copyright or any federal, state, county or municipal laws, ordinances or regulations by ARTIST. Nothing in this Agreement shall be deemed to affect the rights, privileges and sovereign immunities of CITY as set forth in Section 768.28, Florida Statutes, or any other provision of law. This paragraph shall not be construed to require ARTIST to indemnify CITY for its own negligence, or intentional acts of CITY, its agents, or employees. This clause shall survive the expiration or termination of this Agreement.

**XI. Waiver of Liability**

- A. The ARTIST hereby releases and forever discharges the City, its elected officials, officers, directors, employees, contractors, assigns and agents, from any and all liabilities, claims, demands, damages, actions, costs or expenses of any kind or nature (including but not limited to all attorney and expert fees and costs) arising out of or in any way connected with the WORK.



**XII. Insurance**

- A. The Artist shall, on a primary basis and at its sole expense, agree to maintain in full force and effect at all times during the life of this Agreement, insurance coverage, limits, including endorsements, as described herein. The requirements contained herein, as well as City's review or acceptance of insurance maintained by Artist are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Artist under the Agreement.
- B. Terms for the procurement and duration of insurance are provided in Exhibit "D".
- C. Required insurance policies are described in Exhibit "D".

**XIII. Copyright Rights**

- A. The Artist agrees that the City and its agents may document the Work, and any renderings of the Work or work product, including, without limitation, its display, installation, and deinstallation, by all modern methods available (including but not limited to photography and video) for archival, promotional, publicity, educational, and any other non-commercial purposes as the City shall determine and that the City shall own the copyright in any and all City documentation. City will give credit to the Artist as specified herein when images of the Work are published.
- B. The Artist hereby grants the City an exclusive, perpetual, worldwide license, with right to sublicense, to reproduce and distribute images of the Work 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.
- C. All reproductions by the City shall contain a credit to the Artist and a copyright notice in substantially the following form: © [NAME]

**XIV. Assignment of Artwork**

- A. 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.

**XV. Force Majeure**

- A. Neither party shall be liable for any delays resulting from an event beyond such party's control that by its nature could not have been foreseen by such party, or, if it could have been foreseen, was unavoidable, provided that such events shall be the actual cause of the delay and specific to the non-performing party's obligations without its fault or negligence (as opposed to a general application of such foregoing event to a broader geographic area or group which does not in and of itself create a proximate impact upon such non-performing party's

obligations) and may include acts of God, riots, acts of war, epidemics, governmental regulations or other cause beyond its reasonable control ("Force Majeure Event"). Upon the occurrence of a Force Majeure Event, the non-performing party shall (i) make diligent efforts to expeditiously mitigate and remedy the problem causing such nonperformance, and (ii) provide prompt written notice to the other party after learning of a Force Majeure Event stating the nature and cause of the event, the anticipated length of the delay, the measures proposed or taken by the non performing party to minimize the delay and approach to resume full performance under this Agreement, and the timetable for implementation of such measures.

**XVI. Termination and Default**

- A. 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.
- B. The City may terminate this Agreement without cause upon thirty (30) days written notice to the Artist. The City shall pay the Artist for services performed, consistent with the schedule of payments set forth in Exhibit "E" of this Agreement.
- C. Upon notice of termination, the Artist and his subcontractors shall cease all services immediately.

**XVII. Death or Incapacity**

- A. 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.
- B. In the event of incapacity, the Artist shall assign his obligations and services under this Agreement 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.
- C. In the event of death, this Agreement shall terminate effective the date of death.

**XVIII. Effective Date**

- A. Time shall be of the essence with respect to all matters set forth in this Agreement. The "Effective Date" of this Agreement shall be the date of execution by the CITY.

**XIX. General Provisions**

**A. Headings**

1. The headings contained in this Agreement are provided for convenience only and shall not be considered in construing, interpreting or enforcing this Agreement.

**B. Specific Waiver**

1. Any waiver issued by CITY of any provision of the Agreement shall only be effective if issued in writing by CITY and shall be specific, shall apply only to the particular matter concerned, and shall not apply to other similar or dissimilar matters. Either party's failure to enforce strict performance of any covenant, term, condition, promise, agreement or undertaking set forth in this Agreement shall not be construed as a waiver or relinquishment of any other covenant, term, condition, promise, agreement or undertaking set forth herein, or waiver or relinquishment of any other covenant, term, condition, promise, agreement or undertaking at any time in the future.

**C. Modification**

1. There may be no modifications of this Agreement, except in a writing executed with the same formalities as this document.

**D. Governing Law; Venue**

1. This Agreement shall be construed and interpreted, and the rights of the parties hereto determined, in accordance with Florida law without regard to conflicts of law provisions. The CITY and ARTIST submit to the jurisdiction of Florida courts and federal courts located in Florida. The parties agree that the proper venue for any suit concerning this Agreement shall be St. Lucie County, Florida, or the Federal Southern District of Florida. ARTIST agrees to waive all defenses to any suit filed in Florida based upon improper venue or forum non conveniens. 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.

**E. Amendments**

1. Any amendments to this Agreement must be in writing and signed by both parties.

**F. Integration**

1. This Agreement constitutes the entire agreement between ARTIST and CITY and supersedes all prior verbal and written agreements, understandings, negotiations and discussions between the parties hereto. No verbal agreement or conversation with any officer, agent or employee of the City either before or after execution of this Agreement shall affect or modify any of the terms or obligations contained in any of the documents comprising said Agreement.

**G. Public Records**

1. 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 in conjunction with this Agreement, specifically: (a) keep and maintain records required in the performance of the services provided to CITY under this Agreement; (b) upon request from CITY'S custodian of public records, provide Customer with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida Statutes §119.01 et. seq. or as otherwise provided by law; (c) ensure that any records maintained by ARTIST in the performance of this Agreement that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law during the duration of this Agreement and following the completion of this Agreement if ARTIST does not transfer the records to CITY; and ( d) upon completion of this Agreement, transfer, at no cost, to ARTIST all public records in possession of ARTIST or keep and maintain public records required by ARTIST to perform the service under this Agreement. If ARTIST transfers all public records to the CITY upon completion of this Agreement, ARTIST shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If ARTIST keeps and maintains public records upon completion of this Agreement, ARTIST shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to CITY, upon request from the CITY'S custodian of records of public records in a format that is compatible with the information technology systems of CITY. For the avoidance of doubt, nothing in the foregoing clause shall compel ARTIST to disclose any information which is not considered a public record under Florida Law, nor shall ARTIST be compelled to disclose any information which is exempt from disclosure such as information that is (a) confidential under Florida Public Records law; or (b) legally privileged information.

**If ARTIST has questions regarding the application of Chapter 119, Florida Statutes, to ARTIST'S duty to provide public records related to this Agreement, contact the CITY'S custodian of public records at:**

**City Clerk**

**City of Port St. Lucie**  
**121 SW Port St Lucie Boulevard Port St Lucie,**  
**FL 34984**  
**Telephone: (772)871-7325**  
**Email: [prp@cityofpsl.com](mailto:prp@cityofpsl.com)**

**SIGNATURE PAGE TO FOLLOW ON NEXT PAGE**

SAMPLE AGREEMENT



**Exhibit "A" Photograph of the Work:**

**Exhibit "B": Location**

SAMPLE AGREEMENT

**Exhibit "C"**  
**Warranty of Title**

I, \_\_\_\_\_ on behalf of \_\_\_\_\_, guarantee and warrant that the WORK listed in the Art Loan Agreement is free and clear of any liens, claims or other encumbrances of any type and that the \_\_\_\_\_ has authority to make this donation.

Signed, sealed and delivered  
in the presence of:

WITNESSES

ARTIST(S)

\_\_\_\_\_  
Signature of Witness  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Signature of Artist  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Signature of Witness  
Print Name: \_\_\_\_\_

NOTARIZATION AS TO ARTIST'S EXECUTION

STATE OF FLORIDA            )  
  ) ss  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ who is [ ] personally known to me, or who has [ ] produced the following identification:

\_\_\_\_\_

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Print Name of Notary Public  
Notary Public, State of Florida  
My Commission expires \_\_\_\_\_

NOTARY SEAL/STAMP



**Exhibit "D"**  
**Insurance**

The Artist shall on a primary basis and at its sole expense agree to maintain in full force and effect at all times during the life of this Agreement, insurance coverage and limits, including endorsements, as described herein. The requirements contained herein, as well as City's review or acceptance of insurance maintained by Artist are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Artist under the Agreement.

The parties agree and recognize that it is not the intent of the City of Port St. Lucie that any insurance policy/coverage that it may obtain pursuant to any provision of this Agreement will provide insurance coverage to any entity, corporation, business, person, or organization, other than the City of Port St. Lucie and the City shall not be obligated to provide any insurance coverage other than for the City of Port St. Lucie or extend its immunity pursuant to Section 768.28, Florida Statutes, and as may be amended from time to time, under its self-insured program. Any provision contained herein to the contrary shall be considered void and unenforceable by any party. This provision does not apply to any obligation imposed on any other party to obtain insurance coverage for this project and/or any obligation to name the City of Port St. Lucie as an additional insured under any other insurance policy or otherwise protect the interests of the City of Port St. Lucie as specified in this Agreement.

Workers' Compensation Insurance & Employer's Liability: The Artist shall agree to maintain Workers' Compensation Insurance & Employers' Liability in accordance with Section 440, Florida Statutes, and as may be amended from time to time, unless Artist qualifies as a sole proprietor pursuant to sec. 440.02, Fla Stat., is not involved in the "Construction Industry", pursuant to definition in sec. 440.02(10), Fla. Stat., and completed the Affidavit of Sole Proprietor. Employers' Liability and must include limits of at least \$100,000.00 each accident, \$100,000.00 each disease/employee, and \$500,000.00 each disease/maximum. A Waiver of Subrogation endorsement must be provided. Coverage shall apply on a primary basis.

Commercial General Liability Insurance: The Artist shall agree to maintain Commercial General Liability insurance, issued under an Occurrence form basis, including Contractual liability, to cover the hold harmless agreement set forth herein, with limits of not less than:

Each occurrence	\$1,000,000
Personal/advertising injury	\$1,000,000
Products/completed operations aggregate	\$2,000,000
General aggregate	\$2,000,000
Fire damage	\$100,000 any 1 fire
Medical expense	\$10,000 any 1 person

Additional Insured: An Additional Insured endorsement **must** be attached to the certificate of insurance (should be CG2026) under the General Liability policy. Coverage is to be written on an occurrence form basis and shall apply as primary and non-contributory. Defense costs are to be in addition to the limit of liability. A waiver of subrogation is to be provided in favor of the City. Coverage shall extend to independent consultants and fellow employees. Contractual Liability is to be included. Coverage is to include a cross liability or severability of interests provision as provided under the standard ISO form separation of insurers clause.

Except as to Workers' Compensation and Employers' Liability, and Professional Liability Insurance, Certificates of Insurance and policies shall clearly state that coverage required by the Agreement has been endorsed to include the City of Port St. Lucie, a municipality of the State of Florida, its officers, agents, and employees as Additional Insured for Commercial General Liability and Business Auto policies. The name for the Additional Insured endorsement issued by the insurer shall read: **"City of Port St. Lucie, a municipality of the State of Florida, its officers, employees and agents shall be listed as additional insured and shall include Artwork Commission Agreement between [NAME] and the City of Port St. Lucie"** Copies of the Additional Insured endorsements shall be attached to the Certificate of Insurance. The policies shall be specifically endorsed to provide thirty (30) days written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. In the event that the statutory liability of the City is amended during the term of this Agreement to exceed the above limits, the Artist shall be required, upon thirty (30) days written notice by the City, to provide coverage at least equal to the amended statutory limit of liability of the City.

Business Automobile Liability Insurance: The Contractor shall agree to maintain 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 Contractor does not own any automobiles, the Business Auto Liability requirement shall be amended, allowing Contractor 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 must be provided. Coverage shall apply on a primary and non-contributory basis.

Deductibles: All deductible amounts shall be paid for and be the responsibility of the Artist for any and all claims under this Agreement. Where an SIR or deductible exceeds \$5,000, the City of Port St. Lucie reserves the right, but is not obligated, to review and request a copy of the bidder's most recent annual report or audited financial statement.

It shall be the responsibility of the Artist to ensure that all independent consultants and sub-consultants comply with the same insurance requirements referenced herein. It will be the responsibility of the Artist to obtain Certificates of Insurance from all independent consultants and subconsultants listing the City as an Additional Insured without the language "when required by written contract." If Artist, independent consultant or subconsultant maintain higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by Artist/independent consultant/subconsultant.

The Artist may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, and Employers' Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or Employers' Liability. When required by the insurer, or when Umbrella or Excess Liability is written on Non-Follow Form, the City shall be endorsed as an "Additional Insured."

The City by and through its Risk Management Department reserves the right, but is not obligated, to review, modify, reject, or accept any required policies of insurance, including limits, coverages, or endorsements, herein from time to time throughout the term of this Agreement. All insurance carriers must have an AM Best rating of at least A:VII or better. When a self-insured retention or deductible exceeds \$5,000, the City reserves the right, but is not obligated, to review and request a copy of bidder's most recent annual report or audited financial statement.

A failure on the part of the Artist to execute the Agreement and/or punctually deliver the required insurance certificates and other documentation may be cause for annulment of the award.

SAMPLE AGREEMENT

**EXHIBIT "E"**  
**Budget and Payment Schedule**

The City shall pay the Artist a fixed fee of \$8,000.00, 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. \$4,000.00 upon installation and notification of completion by the Artist in accordance with the terms and provisions of this Agreement; and
- b. \$4,000.00 upon removal and notification of completion of removal by the Artist in accordance with the terms and provisions of this Agreement.

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 milestone. The City shall submit payment within 20 days of receipt of invoice.