

6B-1

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

Meeting Date: January 15, 2008

☒ **Consent** ☒ **Regular**
☐ **Ordinance** ☐ **Public Hearing**

Department: Facilities Development & Operations

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: an Agreement for Art Services with Barbara Grygutis Sculpture, LLC. in the amount of \$611,500 for the creation, fabrication and installation of "Wave" at the Palm Beach County Convention Center.

Summary: On February 27, 2007, the BCC approved allocation of \$625,000 for a signature public art lighting project for the exterior of the Convention Center in order to establish a striking presence by day and night, and to enhance the Convention Center's visibility as a gateway feature to Palm Beach County. This project's budget is funded with \$375,000 from the public art designation of the 2002 Recreational and Cultural Facilities Bond Issue, combined with \$250,000 from the Convention Center Capital Project budget. The goals for the Convention Center public art project are; 1) feature technologies that are made of, generate, or use light as the primary medium; 2) strong visual presence by night and day; 3) artistic complexity at 45 mph; 4) iconic branding image for Palm Beach County; and 5) durability with minimal maintenance requirements. "Wave" was chosen by the Public Art Committee (which included representatives from the Convention Center and the City of West Palm Beach for the purposes of selection) at the conclusion of a call to artist selection process and with the benefit of public workshop and comment. The duration of the contract is 353 days. (FDO Admin) Countywide/District 7 (JM)

Background and Justification: On May 24, 2007 the Public Art Committee, including Convention Center staff and City of West Palm Beach Planning and Urban Design staff, reviewed 8 submittals and short listed 3 artists. One short list team withdrew from the competition, so two semi-finalists developed proposals for the project. The two proposed public art designs, including project narratives, conceptual designs and multimedia presentations, were displayed at the Convention Center and on the County's Public Art website for nearly two weeks, September 6th-17th, 2007. The public was invited to review and comment on proposal materials either online or in person. More than forty comment cards were submitted, and all comments were reviewed and addressed by the semi-finalist artists and the Finalist Selection Committee as part of the selection process. On September 28, 2007 the semi-finalists presented their proposals to the Finalist Selection Committee, and a Finalist, Barbara Grygutis was selected. On September 29, 2007 the finalist selection was announced to the public at a public workshop where artist Barbara Grygutis presented her proposed design to workshop attendees.

Attachments: **Agenda item is more than 50 pages; may be viewed in Administration.**
Agreement for Art Services

Recommended by: Anthony Wolf 11/26/07
Department Director

Approved by: [Signature] 12/11/07
County Administrator

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2008	2009	2010	2011	2012
Capital Expenditures	<u>\$611,500</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Operating Costs	<u> </u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
External Revenues	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Program Income (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
In-Kind Match (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
 NET FISCAL IMPACT	<u>\$611,500</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
 # ADDITIONAL FTE POSITIONS (Cumulative)	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>

Is Item Included in Current Budget? Yes No

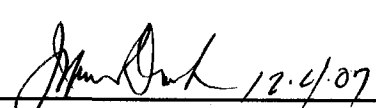
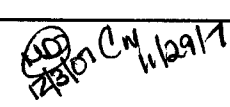
Budget Account No: Fund 3019 Department 581 Unit P568 Object 6507 \$361,992.00
 Fund 3014 Department 411 Unit B368 Object 6401 \$249,508.00

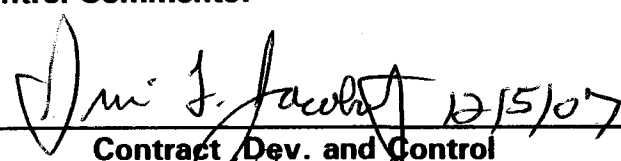

B. Recommended Sources of Funds/Summary of Fiscal Impact:

C. Departmental Fiscal Review: _____

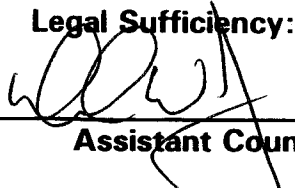
III. REVIEW COMMENTS:

A. OFMB Fiscal and/or Contract Development & Control Comments:

 12/4/07
OFMB


 12/5/07
Contract Dev. and Control


B. Legal Sufficiency:

 12/6/07
Assistant County Attorney

C. Other Department Review:

This Contract complies with our contract review requirements.

If the Artist engages in the services of a contractor, terms & conditions required for the contractor contract with the Artist are contained in this contract.

AGREEMENT FOR ART SERVICES

THIS AGREEMENT is made and entered into this day _____ by and between the Palm Beach County Board of County Commissioners, a political subdivision of the State of Florida ("COUNTY") and Barbara Grygutis Sculpture, LLC ("ARTIST").

WHEREAS, the COUNTY desires to commission the ARTIST to create public art for the Convention Center - Exterior Light Public Art Project; and

WHEREAS, the ARTIST is willing and able to create the art for the COUNTY on the terms and conditions set forth below; and

WHEREAS, the COUNTY and the ARTIST wish to enter into this AGREEMENT for the ARTIST'S services.

NOW THEREFORE, in accordance with the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE I REPRESENTATIVES

Section 1.01 Representatives

The ARTIST'S Representative for this Agreement shall be the ARTIST.

The COUNTY'S Representative for this Agreement shall be the Art in Public Places Administrator. Any work performed by the ARTIST without proper authorization from the COUNTY is performed at the ARTIST'S risk and the COUNTY shall have no obligation to compensate the ARTIST for such work.

ARTICLE II SCOPE OF SERVICES

Section 2.01 Services

The ARTIST shall perform or provide all services and furnish all supplies, materials and equipment necessary for the design, execution, fabrication and installation of the untitled work of art ("Work of Art") described in the Proposal submitted to and recommended by the Palm Beach County Public Art Committee ("Proposal"), a copy of which is attached hereto as Exhibit 1 and incorporated herein by this reference in its entirety. The Work of Art shall be installed at a general location selected by the County ("Work Site"). Upon completion of the Work of Art, the ARTIST shall present the Work of Art to the Art in Public Places Administrator for approval and acceptance ("Final Acceptance"). The ARTIST'S services shall not be considered complete until Final Acceptance by the Art in Public Places Administrator.

Section 2.02 Materials

The ARTIST shall determine the artistic expression, size, material, texture, color, specific location and method of fabrication of the Work of Art, subject to the Design Requirements contained in Exhibit 2, attached hereto and incorporated herein, and the approval of the COUNTY.

Section 2.03 Coordination Meetings

The ARTIST shall attend pre-construction and/or progress coordination meeting(s) at the Work Site as necessary to ensure proper and timely execution of the Work of Art. In conjunction with the COUNTY and its consultants, the ARTIST shall periodically determine, monitor and inform the COUNTY of the requirements for the delivery, storage and/or installation of the Work of Art including, but not limited to, site preparation, anchoring and/or supports, lighting, testing and/or other appurtenances. Additionally, the ARTIST shall promptly inform the COUNTY of any pertinent corrective/remedial work to be performed to the Work Site.

Section 2.04 Field Inspections

The ARTIST shall conduct periodic inspections of the Work Site and report to the COUNTY on issues concerning the quality of materials or workmanship provided by others for the Work of Art.

Section 2.05 Site Inspections and Staging Requirements

Prior to construction or installation of the Work of Art, the ARTIST and/or subcontractor shall visit and inspect the Work Site. Subsequent to such inspection and throughout installation of the Work of Art, the ARTIST shall have sole responsibility for learning the nature and location of the Work Site and the general local conditions. In particular the ARTIST will identify conditions that affect the:

1. transportation, access, disposal, handling and storage of materials; and
2. availability, quantity and quality of labor; and
3. availability of water and electric power; and
4. availability and condition of roads; and
5. climatic conditions; and
6. location of underground utilities as depicted on contract documents and as verified by local utility companies and the COUNTY; and
7. physical conditions of existing construction; and
8. subsurface materials to be encountered; and
9. nature of the ground water conditions; and
10. equipment and facilities needed preliminary to and during performance of this Agreement; and
11. other matters which can in any way affect the performance or cost of this Agreement.

The failure of the ARTIST to identify any described condition shall not relieve the ARTIST of responsibility for properly estimating either the difficulties or costs of successfully and timely creating the Work of Art.

Section 2.06 Schedule of Contract Values

The ARTIST shall provide, in a form satisfactory to the COUNTY, a Schedule of Contract Values, attached hereto as Exhibit 3 and incorporated herein, depicting a detailed breakdown of the fixed fee and the estimated cost of each subdivision of work which makes up the fixed fee (insurance, proposal, design, permitting, fabrication, site preparation, installation costs, etc.). The value of each item entered on the Schedule of Contract Values shall include a true proportionate amount of the ARTIST'S overhead and profit.

Section 2.07 Construction Schedule

The ARTIST shall provide a detailed Construction Schedule, attached hereto as Exhibit 4 and incorporated herein, depicting the activities contemplated to occur and their sequence.

Section 2.08 Subcontractors

The ARTIST shall provide a detailed list of Subcontractors, attached hereto as Exhibit 5 and incorporated herein, who will be performing services for the ARTIST on the Work of Art, with a description of the services to be provided by each subcontractor and a designation as a County certified SBE contractor, where applicable.

Employees and subcontractors of the ARTIST are all subject to prior and continuous approval of the COUNTY. If at any time during the term of this Agreement, an individual performing services on behalf of the ARTIST is, for any reason, unacceptable to the COUNTY, ARTIST shall replace the unacceptable personnel with personnel acceptable to the COUNTY.

Section 2.09 Proposed Materials

The ARTIST shall provide a detailed list of all Proposed Materials, attached hereto as Exhibit 6 and incorporated herein, to be utilized by the ARTIST including, but not limited to, the style, type, and color of all materials. This list should identify any County certified SBE suppliers.

Section 2.10 Design Reviews and Milestones

The ARTIST shall prepare and submit plans, specifications, drawings or other graphic materials as required and at the intervals contained in the Design Reviews and Milestones, attached hereto as Exhibit 7 and incorporated herein.

Section 2.11 Permits

The ARTIST shall research and obtain any necessary permits required by the local jurisdiction in which the Work of Art is located.

Section 2.12 Bill of Sale

Upon completion of the Work of Art and Final Acceptance by the County, the ARTIST shall execute and deliver a bill of sale to the COUNTY.

Section 2.13 Final Documents

Upon installation of the Work of Art and on or before submittal of a final payment invoice, the ARTIST shall deliver **photographic** images and "as built" drawings, and other documents to the Art in Public Places Administrator. Digital photographs shall be of acceptable professional quality in the determination of the Art in Public Places Administrator and shall be properly marked to include the name of the ARTIST, title of the Work of Art, and location, medium and dimension of the Work of Art. The ARTIST'S documents shall include the following:

1. One (1) CD of images in the highest level jpeg that adequately describes the construction and completion of the project and offer the relevant views that may be required for publication and dissemination; a minimum of 10 different images of the completed Work of Art; and
2. One (1) full set of "as built" drawings as well as any and all construction, fabrication and installation specifications, drawings or other documentation pertaining to the Work of Art.

Section 2.14 Public Education and Special Events

The ARTIST shall support the COUNTY'S community outreach program by providing a maximum two-hour education lecture/workshop to the public about the process of designing, fabricating and installing the Work of Art. The ARTIST shall attend the "Ribbon Cutting" or "Grand Opening" event as coordinated by the COUNTY, requiring the artist's presence for no more than one event lasting no more than four hours.

ARTICLE III COMPENSATION

Section 3.01 Firm Fixed Price

The COUNTY shall pay the ARTIST a fixed fee of \$611,500 for all materials and services to be performed and furnished by the ARTIST under this Agreement including the ARTIST'S fee.

Section 3.02 Method of Payment

The COUNTY shall, at intervals of two weeks or longer, make progress payments to the ARTIST. The ARTIST shall request such payments by submitting:

1. A properly completed invoice for progress payment consistent with the Schedule of Contract Values (Exhibit 3) submitted in detail sufficient for audit purposes; and
2. Photographic or other evidence of the stage of completion for work performed off-site; and
3. An updated Schedule of Contract Values indicating labor performed and materials incorporated into the Work of Art for each subdivision of the schedule during the period for which the invoice is prepared.

The invoices shall be submitted to the COUNTY'S Art in Public Places Administrator. ARTIST invoices which have to be returned because of preparation errors will result in a delay in payment. Upon verification by the COUNTY'S Art in Public Places Administrator and approval of the Director of Facilities Development & Operations, the COUNTY will process the invoices for payment.

Final payment by the COUNTY shall be withheld until receipt of the Final Release, attached hereto as Exhibit 8 and incorporated herein, and completion of the public education and special events described in Section 2.14 of this Agreement, as verified by the Art in Public Places Administrator.

ARTICLE IV CONDUCT OF WORK

Section 4.01 Time of Performance

Services by the ARTIST and the ARTIST'S subcontractors in connection with the Work of Art shall commence upon a "Notice to Proceed" issued by the COUNTY'S Art in Public Places Administrator. The Work of Art shall be completed within 353 days of the Notice to Proceed and in accordance with the Construction Schedule approved by the COUNTY.

Reasonable extensions may be granted by the COUNTY in the event that conditions beyond the ARTIST'S control, or Acts of God, render compliance with the Construction Schedule impossible. The COUNTY shall be the sole judge of what conditions are beyond the ARTIST'S control.

Section 4.02 On-Site Supervision

The ARTIST shall personally supervise all phases of the Work of Art's development, fabrication and installation. The ARTIST shall be at the Work Site periodically during installation of the Work of Art to ensure installation is in accordance with the ARTIST'S design intent.

The ARTIST or an employee of the ARTIST shall be present at the Work Site at all times to supervise when construction or installation is in progress. During periods when construction or installation is suspended, the ARTIST shall provide a method of communication, acceptable to the COUNTY, to authorize any emergency work which may be required.

Section 4.03 Inspection

The COUNTY shall have the right to review the progress of the Work of Art during the fabrication thereof and to receive progress reports from the ARTIST.

Section 4.04 Code Compliance

Construction of the Work of Art shall be performed in compliance with all applicable codes of the state of Florida, Palm Beach County and local municipality.

Section 4.05 Cooperation with Others

COUNTY and other contractors and subcontractors may be working at the Work Site during the performance of this Agreement. ARTIST shall fully cooperate with the COUNTY and other contractors to avoid any delay or hindrance of their work. COUNTY may require that certain facilities at the Work Site be used concurrently by ARTIST and other parties and ARTIST shall comply with such requirements.

If any part of the ARTIST'S services depends on proper execution or results of any work performed by the COUNTY or separate contractor, the ARTIST shall inform the COUNTY of the date the work needs to be completed in order to maintain the ARTIST'S schedule for the Work of Art. Upon completion of the work by the COUNTY or separate contractor, the ARTIST shall promptly report to the COUNTY any apparent defects in the work. Failure of the ARTIST to report any discrepancies or defects shall constitute an acceptance of the work by the COUNTY or separate contractor as fit and proper, except as to defects which may subsequently become apparent. Any costs caused by defective or ill-timed work of others shall be borne by the ARTIST unless ARTIST gives written notice to COUNTY prior to proceeding with the Work of Art. In no event shall the COUNTY be liable to the ARTIST for delay damages.

Section 4.06 Use of Licensed Contractor

Prior to fabrication or construction of the Work of Art, the ARTIST shall determine whether any aspect of the ARTIST'S services will require a construction contractor of any category, licensed by the state of Florida or Palm Beach County. If a construction contractor is required, ARTIST shall select a properly licensed contractor to construct and/or install the Work of Art and shall include the terms identified in Exhibit 10, attached hereto and incorporated herein, in its contract with the construction contractor.

The ARTIST shall select properly licensed contractor(s) to assist ARTIST in production and/or installation of the Work of Art. ARTIST shall hold COUNTY harmless from any and all claims of the contractor. The cost of the contractor shall become a part of ARTIST'S fee for services.

Section 4.07 Incorporation of Costs

In the event that the ARTIST'S costs will cause the total cost of the Work of Art to exceed the fixed price listed in Section 3.01 of this Agreement, ARTIST may take any action reasonably necessary to reduce costs including, but not limited to, reducing ARTIST'S fee or negotiating a reduction in others' fees. However, if ARTIST'S proposed cost reductions will reduce the scope of the Work of Art or materially alter the original design or intent, ARTIST and COUNTY agree that the COUNTY may terminate this Agreement without further cost to the COUNTY. ARTIST also agrees that, should ARTIST fail to reduce the cost of the Work of Art to an amount equal to or less than the fixed price, COUNTY may terminate this Agreement without further cost to the COUNTY. County recognizes that some alterations and improvements to the original design during production are a normal consequence in the production and refinement of the Work of Art and will consider changes during production that honor the intent but which may vary certain details of the Work of Art.

Section 4.08 Responsibility for Work Security

ARTIST shall, at his/her expense, conduct operations under this Agreement in a manner to avoid risk of loss, theft or damage by vandalism, sabotage or other means to COUNTY property.

Section 4.09 Protection of Work in Progress, Materials and Equipment

ARTIST shall promptly take all reasonable precautions necessary and adequate to avoid conditions which involve a risk of loss, theft or damage to property, materials or equipment connected to the Work of Art. ARTIST shall continuously inspect its work, materials, equipment and facilities to discover and determine any such conditions and shall be solely responsible for discovery, determination and correction of any such condition. ARTIST shall prepare and maintain accurate reports of incidents of loss, theft or vandalism and furnish these reports to COUNTY within three (3) days of each incident.

ARTIST shall bear all risk of loss or damage to the Work of Art in progress, the materials delivered to the Work Site, and the materials and equipment involved in the Work of Art until completion and Final Acceptance of the Work of Art by the COUNTY. The Work of Art shall be delivered to the COUNTY in proper, whole and unblemished condition. The ARTIST shall not bear any responsibility for any loss or damage which results solely from the negligence of the COUNTY or its representatives.

Section 4.10 Protection of Existing Property

ARTIST shall not damage, close, or obstruct any utility installation, highway, road or other property until permits have been obtained. If any facility or property is closed, obstructed, damaged or rendered unsafe by ARTIST, ARTIST shall, at ARTIST'S expense, make such repairs and provide temporary guards, lights and other signals as necessary or required for safety and as acceptable to COUNTY and/or its Insurance Representative.

ARTIST shall not damage any existing building or structures. The ARTIST shall verify that the means and methods of construction used inside, adjacent to, under or over existing

buildings will not cause damage. The ARTIST shall provide protection methods which are acceptable to the COUNTY and/or its Insurance Representative.

Unless specifically provided in this Agreement, ARTIST shall not do any work that would disrupt or otherwise interfere with the operation of any pipeline, telephone, electric, radio, gas, transmission line, ditch or other structure, nor enter upon lands in their natural state until approved by COUNTY. After obtaining approval, ARTIST shall give due notice to COUNTY of its intention to start such work before it begins the work. ARTIST shall not be entitled to any extension of time or any extra compensation on account of postponement, interference or delay caused by any such line, ditch or structure on or adjacent to the Work Site.

ARTIST shall preserve and protect all cultivated and planted areas and vegetation such as trees, plants, shrubs and grass on or adjacent to the Work Site which, as determined by COUNTY, do not reasonably interfere with the ARTIST'S services. ARTIST shall be responsible for damage to such areas and vegetation including, without limitation, damage from operating equipment or stockpiling materials. ARTIST shall also be responsible for unauthorized cutting of trees and vegetation. All cost in connection with any repairs or restoration necessary or required by such damage or unauthorized cutting shall be borne by ARTIST.

Section 4.11 Restricted "Off" Work Hours

Where applicable, the ARTIST and/or ARTIST'S subcontractor shall observe and comply with any Restricted "Off" Work Hours requirements. ARTIST shall submit to the Art in Public Places Administrator any request(s) to perform services at times other than "normal work hours" (8 a.m. to 5 p.m.) and said request shall be subject to approval by COUNTY.

Section 4.12 Hold Harmless

ARTIST shall hold the County, its employees and elected officers harmless from and against all claims, liability, expense, loss, cost, damages, or causes of action of every kind or character arising during and as a result of ARTIST'S performance of the terms of this Agreement.

ARTICLE V WARRANTIES

Section 5.01 Warranty of Title

The ARTIST warrants that the Work of Art in this AGREEMENT shall be the result of the artistic effort of the ARTIST and that, unless otherwise stipulated, the Work of Art shall be unique, an edition of one. The ARTIST shall deliver the Work of Art free and clear of any liens, claims or other encumbrances of any type arising from the acts of the ARTIST. Upon delivery of the Work of Art, the ARTIST shall furnish a signed and sworn Warranty of Title, attached hereto as Exhibit 8A and incorporated herein.

Section 5.02 Warranty of Quality

The ARTIST warrants the Work of Art shall be free of defects in material and workmanship and that the ARTIST shall correct, at the ARTIST'S expense, any defects which appear within one (1) year of Final Acceptance of the Work of Art by the COUNTY. It is understood by the COUNTY that the Work of Art has been designed and built by the ARTIST as a Work of Art. Any use of the Work of Art by the COUNTY other than that contemplated by

ARTIST in the ARTIST'S proposal voids any warranties by the ARTIST. This Section shall survive termination of this Agreement.

Section 5.03 Risk of Loss

The ARTIST shall bear the full risk of loss of, or damage to, the Work of Art until all services have been completed and the Work of Art is accepted by the COUNTY. The ARTIST shall take such measures as are necessary to protect the Work of Art from loss or damage.

**ARTICLE VI
ASSIGNMENT AND SUBCONTRACTING**

Section 6.01 Assignment, Transfer or Subcontracting

A material element of this Agreement is the personal skill, judgment and creativity of the ARTIST. Therefore, the ARTIST shall not assign, transfer or subcontract the creative and/or artistic portions of the Work of Art to another party without the express prior written approval of the COUNTY.

**ARTICLE VII
RIGHTS OF OWNERSHIP**

Section 7.01 Ownership of Documents

Upon completion of the Work of Art and Final Acceptance by the COUNTY, all designs and other materials developed by the ARTIST and submitted to the COUNTY for the purpose of this Agreement shall become the property of the COUNTY. This Section shall survive termination of this Agreement.

Section 7.02 Ownership of Materials and Work Product

When the ARTIST submits progress payment applications for materials used in the design and/or fabrication process of the Work of Art prior to permanent installation on a COUNTY property, and the Art in Public Places Administrator verifies that the materials are being used by the ARTIST and stored in a secure location, the materials become the property of the COUNTY.

Section 7.03 Title to the completed Work of Art

Title to the completed Work of Art shall vest in the COUNTY at the time of Final Acceptance by the COUNTY. This Section shall survive termination of this Agreement.

Section 7.04 Artist Payment Rights

The ARTIST providing goods and services to the COUNTY should be aware of the payment times frames provided by Section 218.70, Florida Statutes, the Florida Prompt Payment Act. Upon receipt of a "proper invoice," as set forth in Section 218.72(1), Florida Statutes, the COUNTY has forty-five (45) days to pay a proper invoice. If payment is not made within thirty (30) days of the due date of a proper invoice, the payment will bear interest at the rate of one (1) percent per month in accordance with Section 218.74, Florida Statutes.

Section 7.05 Right of Ownership

Upon receipt of final payment, ARTIST transfers all rights of ownership in the Work of Art to COUNTY. ARTIST specifically waives and releases all rights, including **but not limited** to all right of attribution or integrity, which ARTIST may have in the Work of Art as provided

by 17 U.S.C. §§ 106A and 113(d), except that artist may claim authorship of the Work of Art.

ARTIST acknowledges that the Work of Art will be installed at the Palm Beach County Convention Center. ARTIST further understands that COUNTY may, in the future, desire to display the Work of Art in another location or under different conditions and ARTIST agrees that COUNTY shall have the right to display the Work of Art as and where COUNTY, in its sole discretion, desires. ARTIST agrees that COUNTY shall have the right to remove the Work of Art from the above referenced location(s) and acknowledges that the installation of the Work of Art in the above described location(s) and manner may subject the Work of Art to destruction, distortion, mutilation, or other modification, by reason of its removal. In the event that any dispute arises between COUNTY and ARTIST over the removal of the Work of Art, ARTIST agrees that ARTIST'S sole and exclusive remedy shall be to have COUNTY permit the ARTIST to remove the Work of Art so as to minimize any anticipated damage to the Work of Art. After removal, ARTIST shall deliver possession of the Work of Art to the COUNTY.

ARTIST represents to COUNTY that the ARTIST alone is possessed of the rights transferred or waived above and that ARTIST is lawfully entitled to transfer or waive all such rights. In the event that Artist prevails in any dispute with the COUNTY over the ownership or display of the Work of Art, ARTIST agrees that ARTIST'S sole and exclusive remedy shall be to have COUNTY permit the Artist to remove the Work of Art and, upon returning to the COUNTY any consideration given by the COUNTY for the Work of Art, retain possession of the Work of Art. This Section shall survive termination of this Agreement.

Section 7.06 Ownership and Use of Instruments of Service

During the performance of this Agreement, the ARTIST specifically grants to the COUNTY the right to make presentations of the Work of Art in progress and/or to photograph or otherwise reproduce faithful images of the Work of Art in progress for presentational purposes. Presentation(s) of the Work of Art in progress to COUNTY officials/employees and/or the public may be conducted by the Art in Public Places Administrator or his/her designee without specific approval of the ARTIST.

ARTICLE VIII REPAIRS AND MAINTENANCE

Section 8.01 Maintenance of the Work of Art

The ARTIST shall complete the "Documentation Worksheet," attached hereto as Exhibit 9 and incorporated herein, to provide detailed written instructions for routine maintenance and long-term conservation of the Work of Art.

The COUNTY recognizes that although normal maintenance of the Work of Art will involve simple and relatively inexpensive procedures, such maintenance on a regular basis is essential to the integrity and authenticity of the Work of Art. The COUNTY shall provide such regular maintenance according to the written specifications of the ARTIST and shall protect and maintain the Work of Art against the ravages of time, vandalism and the elements. To the extent practicable, the COUNTY shall make all significant repairs and restorations of the Work of Art in accordance with the Documentation Worksheet. Notwithstanding any provision in this Agreement to the contrary, the COUNTY shall have no obligation to protect or maintain the Work of Art against COUNTY-approved renovation to or demolition of the building in or around which the Work of Art is located if the Work of Art cannot reasonably, in the sole discretion of

the COUNTY, be salvaged or relocated prior to the renovation or demolition. This Section shall survive termination of this Agreement.

Section 8.02 Repairs & Restorations of the Work of Art.

The COUNTY shall have the right to determine when and if repairs and restorations to the Work of Art will be made. During the ARTIST'S lifetime, the ARTIST shall have the right to approve all repair and restoration of a significant nature. Repairs are considered significant if the Work of Art will no longer represent the ARTIST'S original intention, as described in the Documentation Worksheet, or if the Work of Art poses a threat to public safety. Within thirty days of written notice from the COUNTY, sent via certified mail, the ARTIST will provide, in writing, recommendations for repairs and restoration to the Work of Art, including a timeline for completion, to the COUNTY. If the ARTIST fails or refuses to provide recommendations within thirty days of written notice, the COUNTY shall have the right to make its own repair or restoration provided that the Work of Art is not thereafter represented to be the Work of Art of the ARTIST. To the extent practical, the ARTIST shall be given the opportunity to make or personally supervise significant repairs and restorations. The ARTIST may be paid a reasonable fee for such repairs provided both parties agree to the fee, in writing, prior to the execution of services. This Section shall survive termination of this Agreement.

ARTICLE IX INSURANCE

Section 9.01 Insurance

The ARTIST shall arrange and/or ensure that all subcontractors performing work in connection with this Agreement have public liability and property damage insurance for claims of personal injury, claims of accidental death, or claims of property damage arising from operations under this Agreement whether performed by the ARTIST, the subcontractor, or anyone directly employed by either of them.

Unless otherwise specified in this Agreement, ARTIST shall, at its sole expense, maintain in effect at all times during the performance of this Agreement insurance coverage with limits not less than those set forth in the table below and with insurers and under forms of policies acceptable to COUNTY. ARTIST shall deliver to COUNTY Certificates of Insurance, evidencing that such policies are in full force and effect prior to execution of the Agreement by COUNTY and prior to commencing work. Such Certificates shall adhere to the conditions set forth in the table below.

Unless exempt as per F.S. Chapter 440, ARTIST shall purchase and maintain, during the term of this Agreement, Workers Compensation insurance, including Employers Liability, to comply with all applicable state and federal laws covering all of its employees on the Work Site, and in accordance with all of the limits, terms and conditions set forth in the table below, except if work is sublet, in which case ARTIST shall require all subcontractors to similarly comply with this requirement unless such subcontractor's employees are covered by ARTIST'S Workers Compensation insurance policy.

ARTIST shall purchase and maintain, during the term of this Agreement, Comprehensive or Commercial General Liability insurance in accordance with all of the limits, terms and conditions set forth in the table below.

Should any of the work hereunder involve watercraft owned or operated by ARTIST or any subcontractor, such shall be insured under the Comprehensive or Commercial General Liability policy, or by other such liability insurance such as Protection and Indemnity.

ARTIST shall purchase and maintain, during the term of this Agreement, Comprehensive Automobile Liability insurance covering all owned, non-owned and hired automobiles with all of the limits, terms and conditions set forth in table below.

ARTIST shall purchase and maintain, during the term of this Agreement an Installation Floater or similar insurance insuring against physical damage or loss to the property being transported, stored, moved or handled by ARTIST or any subcontractor, subject to the limits, terms and conditions set forth in the table below. This insurance shall cover the interests of both the ARTIST and the COUNTY.

Should any of the work hereunder involve aircraft (fixed wing or helicopter) owned or operated by ARTIST or any subcontractor, ARTIST shall procure and maintain Aircraft Liability insurance in accordance with the terms and conditions of the table set forth below.

The requirements contained herein as to types and limits, as well as COUNTY'S approval of insurance coverage to be maintained by ARTIST, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by ARTIST under this Agreement.

The Certificates of Insurance must provide clear evidence that ARTIST'S Insurance Policies contain the minimum limits of coverage and special provisions prescribed in this section and in accordance with all of the limits, terms and conditions set forth in the table below. All involved policies must be endorsed so that thirty (30) days notification of cancellation or material change(s) in coverage shall be provided to the Board of County Commissioners of Palm Beach County. Insurance shall remain in force until all work required to be performed under the terms of this Agreement are satisfactorily completed as evidenced by formal acceptance by Palm Beach County. In the event that the insurance certificates provided hereunder indicate that the insurance shall terminate and lapse during the period of this Agreement, the ARTIST shall furnish, at least thirty (30) days prior to the expiration of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of this Agreement and any extension there under is in effect. ARTIST shall not continue to work pursuant to this Agreement unless all required insurance remains in effect. COUNTY may withhold payment to the ARTIST until coverage is reinstated.

The ARTIST shall deliver original initial Certificates of Insurance to:

Palm Beach County Facilities Development & Operations
2633 Vista Parkway
West Palm Beach, FL 33411-5603
Attn: Audrey Wolf, Director

The ARTIST shall deliver any original notices of cancellation, termination or alteration of such policies to:

Palm Beach County Facilities Development & Operations
2633 Vista Parkway
West Palm Beach, FL 33411-5603
Attn: Audrey Wolf, Director

STANDARD CONSTRUCTION CONTRACT - INSURANCE REQUIREMENTS

The ARTIST shall provide the following insurance:

INSURANCE COVERAGES	CONTRACT LESS THAN \$500,000	CONTRACTS \$500,000 OR MORE
Commercial General Liability Combined Single Limit Personal Injury, Bodily Injury and Property Damage Liability Required Coverages: Premises/Operations Independent Contractors Products/Completed Operations Contractual Liability Broad Form Property Damage X-C-U Coverages, if applicable	\$500,000 per occurrence	\$1,000,000 per occurrence
Worker's Compensation and Employer's Liability If work is on or contiguous to navigable bodies of water: U.S. Longshoremen's and Harbor Workers Act and/or Jones Act Endorsements	Statutory Employers Liability: 100/100/500	Statutory Employers Liability: 500/500/500
If work involves watercraft owned or operated by ARTIST, Protection and Indemnity Coverage	\$1,000,000 per occurrence	
If work involves any type of aircraft (fixed wing or helicopter) Aircraft Liability	\$5,000,000 each occurrence bodily injury (including passengers) and property damage	
Comprehensive Auto Liability Combined Single Limit Bodily Injury and Property Damage Must include all owned, hired and non-owned vehicles	\$500,000 per occurrence	\$1,000,000 per occurrence
Installation Floater	Limit equal to contract price Palm Beach County Board of County Commissioners included as Loss Payee	
Certificates of Insurance	a. Must list Palm Beach County as additional insured for all coverages except Worker's Compensation. b. Must indicate as certificate holder: Palm Beach County Capital Improvements Division 2633 Vista Parkway West Palm Beach, FL 33411 Convention Center - Exterior Light Public Art Project Project # 05234b c. Must contain a provision that County is provided at least 30 days prior notice in the event of cancellation, non-renewal or material adverse change in coverage. d. Evidence of renewal coverage must be provided County at least 30 days in advance of any policy that may expire during the term of this contract.	

ARTICLE X LENGTH OF TERM AND TERMINATION

Section 10.01 Length of Term and Commencement Date

This Agreement shall take effect upon execution by both parties ("Commencement Date") and remain in effect for one (1) year.

Section 10.02 Termination For Cause

This Agreement may be terminated by either party should the other party fail to perform its obligations and such failure continues for more than thirty (30) days after written notice from the other party specifying wherein the party has failed to perform.

Section 10.03 Procedure upon Termination

When this Agreement is terminated for cause by the ARTIST, the ARTIST shall be entitled to payment and profit only for that portion of the Work of Art that is completed at the time of termination. The percentage of completion on the Work of Art shall be based upon the approved Schedule of Contract Values. When this Agreement is terminated for cause by the COUNTY, payment to ARTIST shall be reduced by the amount equal to any additional costs incurred by the COUNTY as a result of the termination.

ARTICLE XI MISCELLANEOUS

Section 11.01 Publicity and News Releases

The ARTIST shall not, during the term of this Agreement, disseminate publicity or news releases or submit for awards regarding the Work of Art without prior written approval from the COUNTY. All reproduction by the COUNTY shall contain a credit to the ARTIST.

Section 11.02 Pledge of Credit

The ARTIST shall not pledge the COUNTY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien or any form of indebtedness. The ARTIST further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

Section 11.03 Federal and State Taxes

The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The ARTIST shall not be exempt from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is the ARTIST authorized to use the COUNTY'S Tax Exemption Number in securing such materials. The ARTIST shall be responsible for payment of all federal, state, and local taxes and fees incurred in connection with this Agreement.

Section 11.04 Entirety of Agreement

This Agreement and any Exhibits attached hereto, constitute all agreements, conditions and understandings between the parties hereto concerning the subject matter of this Agreement. All representations, either oral or written, shall be deemed merged into this Agreement. No alteration, change, or modification of the terms of the AGREEMENT shall be valid unless made in writing and signed by both parties hereto.

Section 11.05 Notices

All communications relating to the day-to-day activities shall be exchanged between the ARTIST and the Art in Public Places Administrator. Any notices, reports, or other written communications required of the ARTIST by this Agreement shall be considered delivered when posted or delivered in person to the Director, Facilities Development & Operations. Any notices, reports, or other communications required of the COUNTY by this Agreement shall be considered delivered when posted to the ARTIST at the last address left on file with the COUNTY, or delivered in person to ARTIST. Until changed by notice in writing, all notices required under the terms of this Agreement shall be sent to the following:

To the ARTIST:

To the COUNTY:

Director, Facilities Development & Operations
2633 Vista Parkway
West Palm Beach, FL 33411-5603

County Attorney's Office
301 North Olive Ave, Suite 601
West Palm Beach, FL 33401

Section 11.06 Changes of Address

The ARTIST shall notify the COUNTY of changes of address, telephone or fax numbers and failure to do so, if such failure prevents the COUNTY from locating the ARTIST, shall be deemed a waiver by the ARTIST of those provisions of this Agreement that require the express approval of the ARTIST.

Section 11.07 Severability

If any term of this Agreement shall be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each term of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

Section 11.08 Governing Law and Venue

This Agreement shall be governed by and interpreted according to the laws of the State of Florida and venue shall be in Palm Beach County, Florida.

Section 11.09 Public Records

The ARTIST shall comply with the applicable provisions of Chapter 119, Florida Statutes (Public Records Law) for records related to this Agreement.

Section 11.10 Public Entity Crimes

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid to provide any goods or services to a public entity, may not submit a bid for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for Category Two (currently \$25,000) for a period of 36 months from the date of being placed on the convicted vendor list. A "Public

entity crime" means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation. By executing this Agreement, ARTIST represents that ARTIST is not on the convicted vendor list nor is ARTIST subject to the provisions of the Public Entities Crimes Act, Fla. Stat. §287.133.

Section 11.11 Independent Contractor

The ARTIST is an independent contractor and nothing in this Agreement shall be construed to constitute the ARTIST as an employee, agent or representative of the COUNTY. The ARTIST shall not be supervised by an employee or agent of the COUNTY.

Section 11.12 Examination of Books and Records

The ARTIST and COUNTY shall maintain books and records as are necessary to account fully and completely for this Agreement. Such books and records shall be maintained for at least three (3) years following the end of the Agreement. The ARTIST and COUNTY shall have the right to examine said records for any purpose reasonably related to the Agreement.

Section 11.13 Construction

No party shall be considered the author of this Agreement since the parties hereto have participated in extensive negotiations, drafting and redrafting of this document to arrive at a final Agreement. Thus, the terms of this Agreement shall not be strictly construed against one party as opposed to the other party based upon who drafted it.

IN WITNESS WHEREOF, this AGREEMENT has been fully executed on behalf of the parties hereto by its duly authorized representatives, as of the date first written above.

COUNTY:

ATTEST: SHARON R. BOCK,
Clerk & Comptroller

PALM BEACH COUNTY, FLORIDA, BY ITS
BOARD OF COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Addie L. Greene, Chairperson

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY

APPROVED AS TO TERMS AND
CONDITIONS

By: _____
Assistant County Attorney

By: _____
Director of Facilities Dev & Ops

ARTIST:

Signature

Printed name

WITNESS:

Signature

Printed name

Exhibit 1
Artist Proposal

WAVE, the artwork I propose for the Palm Beach County Convention Center is designed to echo the established theme of water found in the interior of the building. From the multiple hues of blue carpet on the ground floor entry level area, to the wood ceiling and rowing motif in the second story ceiling and ballroom, the theme of water is interpreted in many forms. This new light cycling, sculptural concept, **WAVE** will be integrated thematically into the overall vision for the building.

This sculptural installation is composed of five sculpted forms that evoke the roll of waves as they cascade in myriad forms onto the shoreline. These wave-like arcades, spring off the north façade of the Convention Center, over the second story patio outside of the ballroom, and curve back into the retaining wall of the second story outdoor pre-function space. The sculptural entities are fabricated with a perforated metal that allows for the flow of light through the sculpture. The use of this metal fabric renders the sculpture semi-transparent. Two sheets of metal fabric are juxtaposed to form a light box creating undulating moiré patterns throughout the sculpture. As the light shifts and the viewer moves toward and past the luminous installation at 30 miles per hour these patterns of light will create a sinuous illusion as the silver, sculptural units will change with the ever changing Florida day light. At night, the curved forms will be illuminated from within to create a brilliantly colored, glowing effect that will be viewed from multiple directions up and down Okeechobee Boulevard.

With the synthesizing of undulating light and color, **WAVE** will create a sensate *recognition image* for building identification during the day as well as during the evening and night time hours.

The work of art is designed to be enjoyed from multiple views.

- When *driving* east on Okeechobee Blvd. heading into the downtown, the viewer will encounter the illusion of rolling motion due to a multiplicity of light induced movement while passing by the Convention Center.
- When *attending* a performance, or sitting in the Kravis Center outdoor plaza, across from Okeechobee Blvd. and opposite the Convention Center, the viewer will encounter the **WAVE** from a frontal angle, as it visually springs from the Convention Center façade, in the direction of the sidewalk.
- When *walking* across Okeechobee Blvd. from the Kravis ballroom Center to the Convention Center, the pedestrian will encounter multiple views of the sculpture, from the frontal rolling view, to a sweeping side view, to a frontal arched view which creates a gateway to the second story patio over the stairs.
- When attending a function in the second story ballroom, the outdoor patio is further enhanced as the sculptural installation is viewed by looking up. With the integration of the aforementioned sensory and kinetic experiences encompassing pattern, movement and light, this area of the Convention Center will stimulate a feeling of visual excitement and sensitivity to the wider scenery as the **WAVE** rolls above the plaza.

Lighting

WAVE, a sculptural installation, is a time based-perceptual piece as it incorporates light. Each of Wave's five arc forms will be illuminated from within with kinetic lighting. Each curved unit will have a changing light pattern ranging from light to dark blue, to turquoise, to green, as realized throughout the variegated blue/green color spectrum. While each form incorporates the same sequence of changing, colored light; the light sequence will be staggered by 15 seconds in each of the forms. This allows for the light to form a rolling wave pattern as it sequences through the forms and restarts. This sequential rolling pattern is best illustrated in the accompanying lighting sequence loop. No two shades of blue will emanate from the forms at the same time.

The subtle shift of the slowly rolling glowing light conjures the mesmerizing effects of light on raking water.

The lighting system is programmable. Additional lighting sequence effects can be programmed for holidays and special events. The lighting sequence accompanying this proposal is the default lighting system as designed by the artist and is viewed as an integral part of the artistic work.

The individual fixtures of the lighting system are LED's, which require a minimum amount of power. The fixtures are designed to last approximately 10 years under properly used conditions. A one year guarantee comes from the manufacturer for the entire lighting and programming system.

Materials

Wave will be fabricated with 8 gage perforated aluminum metal sheeting (3/16" thick). The forms will be fabricated as light boxes including appropriately sized and designed structural aluminum tubing on the interior. The engineering of the sculptures is integral to the form. The forms will be engineered to withstand hurricane wind loads of 140 miles per hour. The engineering will be executed by an engineer licensed in the State of Florida.

The aluminum sheet will remain a light silver color, as opposed to a painted facsimile. The sculpture will be coated inside and out. The aluminum will be sealed with an acrylic coating to prevent color change and oxidation due to salt in the air and severe weather conditions.

Light fixtures will be mounted on the interior of the forms. Access panels in the sculptures will allow for changing of the lighting fixtures. The necessity to change a light fixture should occur once in ten years, as the lighting fixtures are rated at fifty hundred thousand hours.

"WAVE." Five sculptural arc forms spanning the exterior second story ballroom patio.

Perforated metal with interior kinetic lighting.

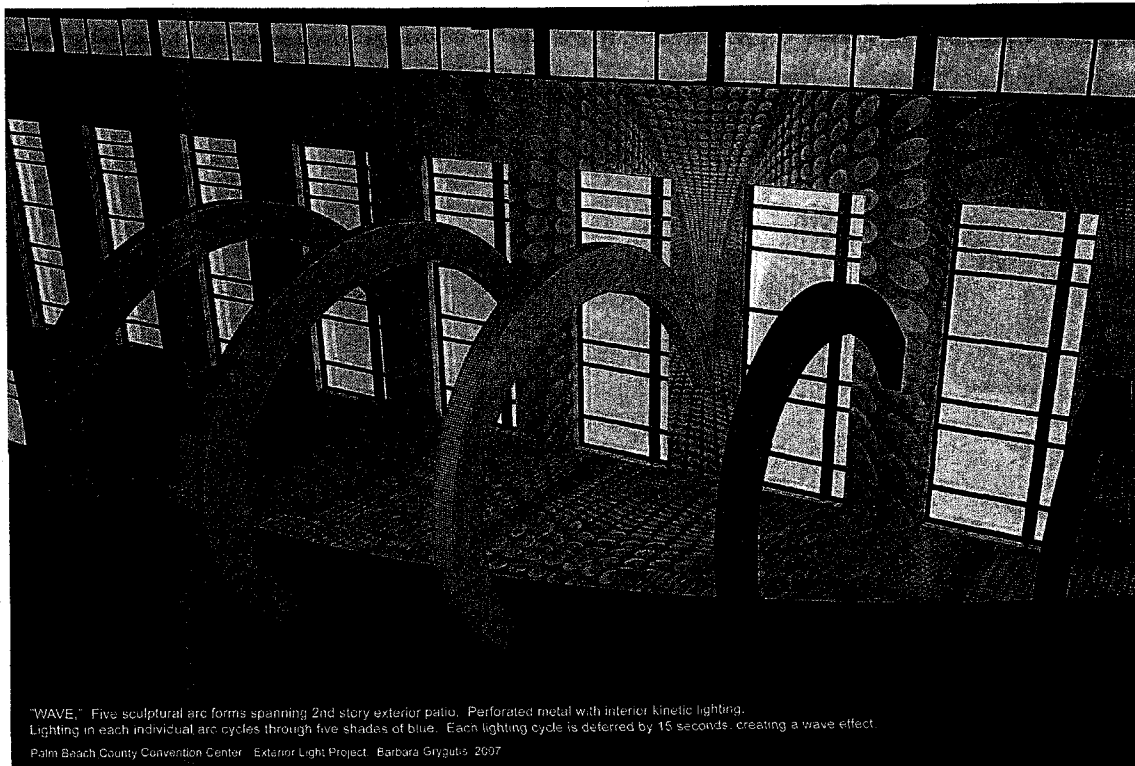
This view - Driving East on Okeechobee Blvd. heading downtown, the viewer will encounter an illusion of subtle motion with a series of multiple changing light forms, while passing by the Convention Center

Scale, duration, and intensity of the lighting wave is slow motion, and designed not to distract drivers.

"WAVE." will create a powerful recognizable image for building identification.

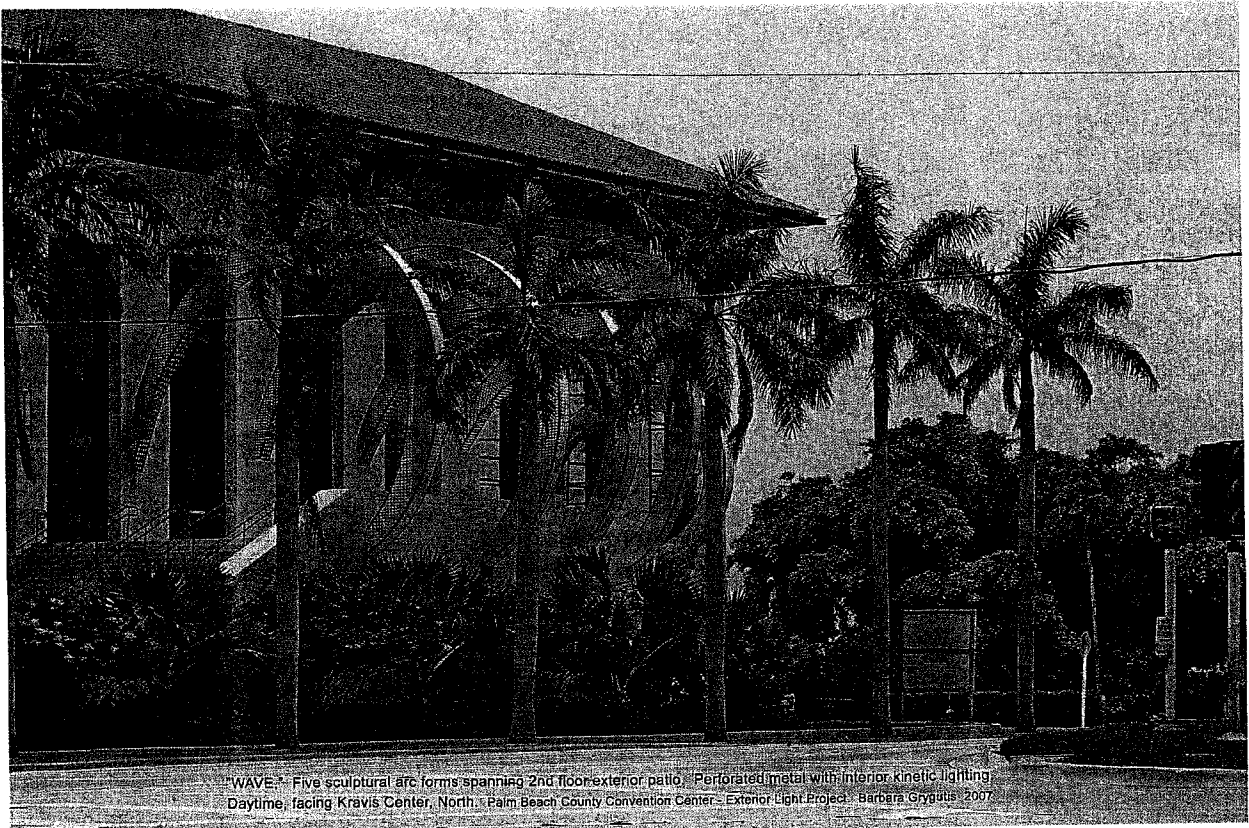
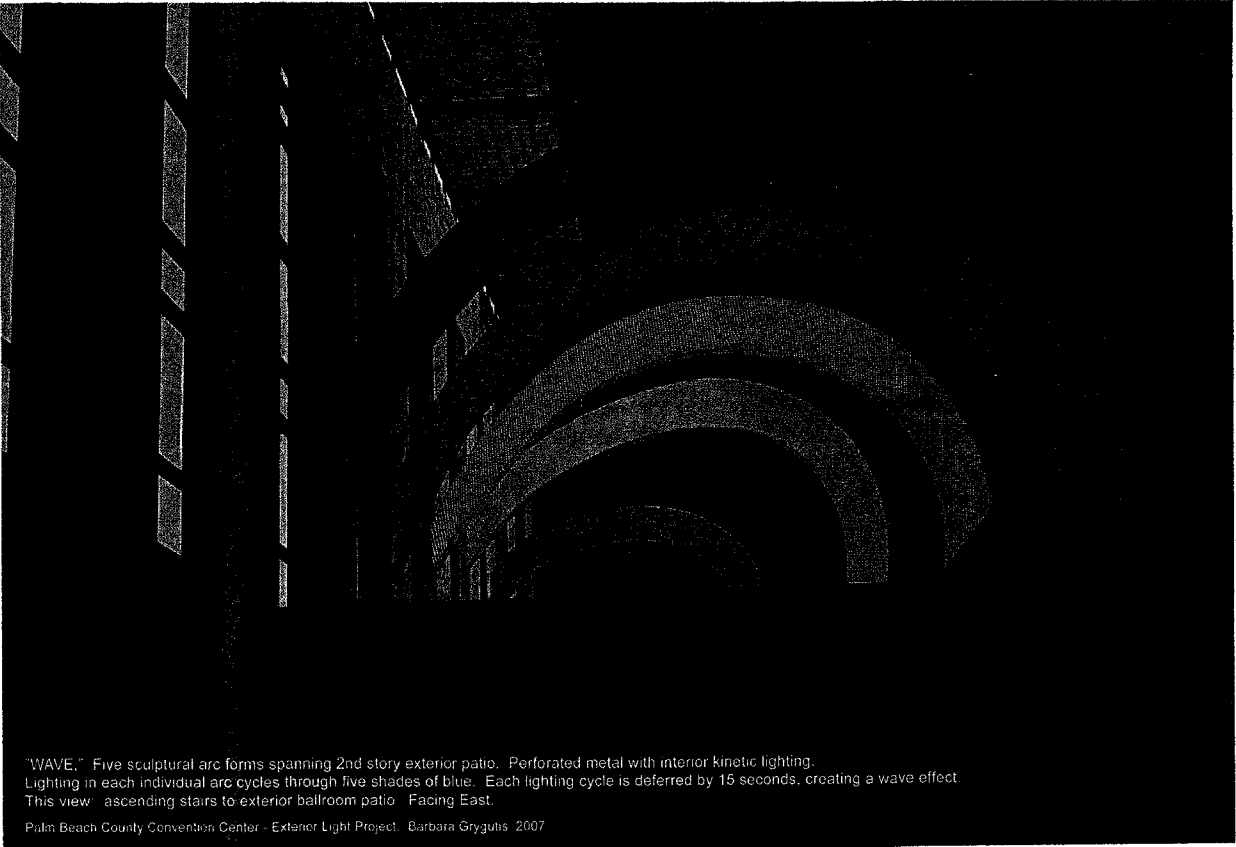


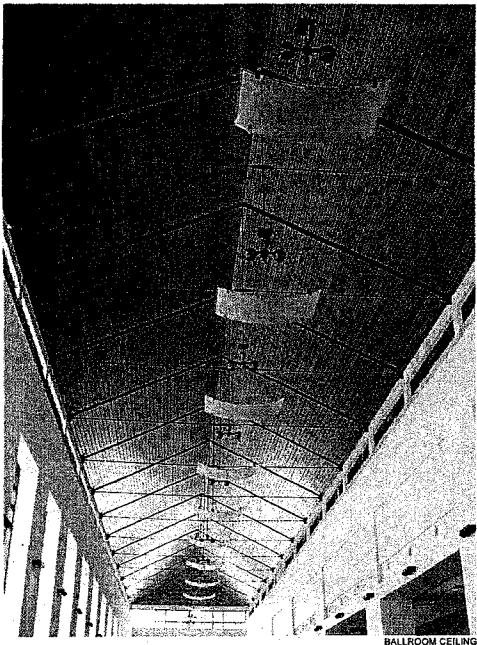
Palm Beach County Convention Center - Exterior Light Project - Barbara Grygulis 2007



"WAVE." Five sculptural arc forms spanning 2nd story exterior patio. Perforated metal with interior kinetic lighting. Lighting in each individual arc cycles through five shades of blue. Each lighting cycle is deferred by 15 seconds, creating a wave effect.

Palm Beach County Convention Center - Exterior Light Project - Barbara Grygulis 2007

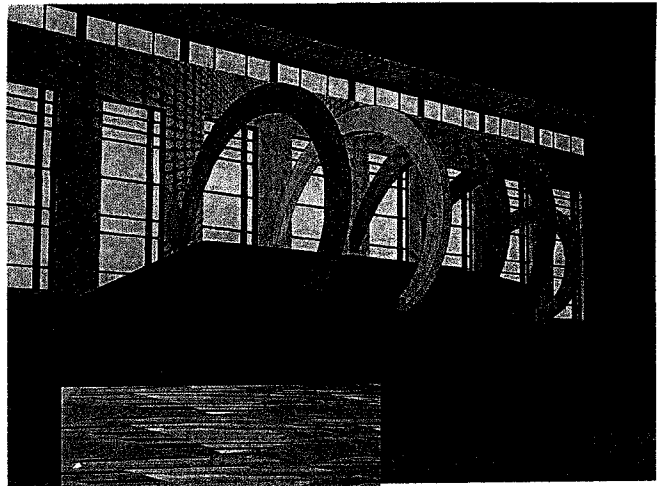




BALLROOM CEILING

"WAVE," is designed to echo the theme of water, established as the design theme on the interior of the building. From the multiple hues of blue colored carpet at the ground floor entry level, to the wood ceiling and boat motif in the second story ballroom ceiling, the theme of water is explored in many forms.

The new work of art, "WAVE," is integrated thematically into the overall vision for the building.

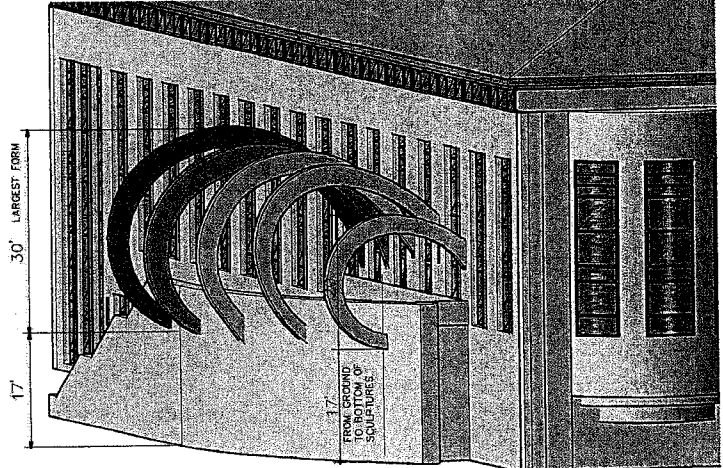
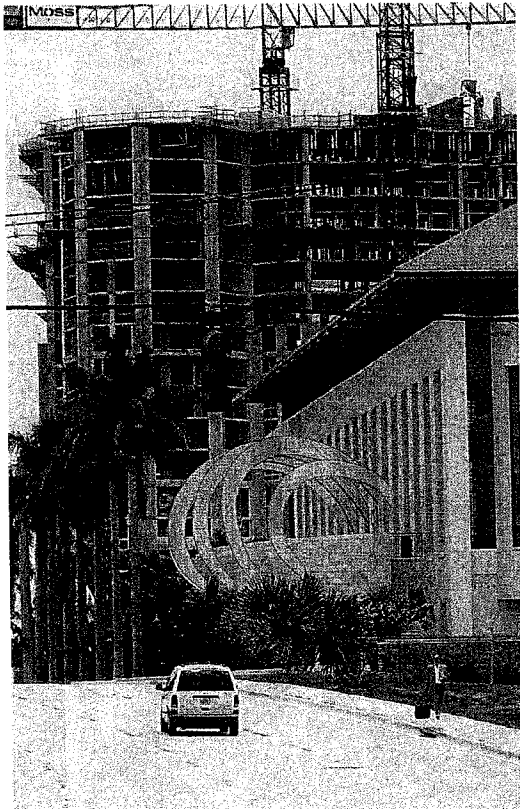


"WAVE," sculpture spanning second story ballroom patio. Sequential lighting pattern in blue hues emulating water.

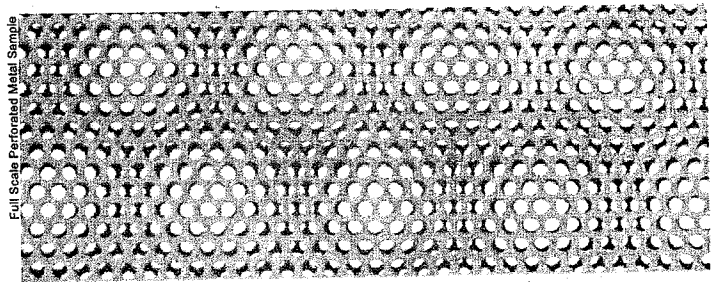


GROUND FLOOR CARPET PATTERN

Palm Beach County Convention Center Exterior Light Project.
Barbara Grygutis. 2007.



"WAVE," Five sculptural arc forms spanning exterior patio. Perforated metal with interior kinetic lighting.
Palm Beach County Convention Center - Exterior Light Project. Barbara Grygutis 2007.



Full Scale Perforated Metal Sample

Exhibit 2
Design Requirements

- Feature technologies that are made of, generate, or use light as the primary medium
- Strong visual presence by night and day
- Artistic complexity at 45 mph
- Memorable and welcoming
- Iconic, branding image for Palm Beach County
- Durability with minimal maintenance requirements. Resistance to high-speed winds and pounding rain is required.

Exhibit 3
Schedule of Values

Convention Center - Exterior Light Public Art Project
650 Okeechobee Blvd., West Palm Beach, FL 33401

Description	Contract Total	% Total	% Complete	Value in Place	Retainage	Prev. Billed	Amount Due	Contract Balance	Notes
Professional Fees									
Artist Fee	61,000.00	.10							
Structural/Electrical Engineer	25,000.00	.04							complete w/ 10% retainage
Fabrication Oversight	30,000.00	.05							complete w/ 10% retainage
Permits	6,000.00	.01							
Photography	5,000.00	.01							complete w/ 10% retainage
Lighting									
Materials	39,000.00	.06							complete w/ 10% retainage
Installation	75,000.00	.12							complete w/ 10% retainage
									complete w/ 10% retainage
Sculpture									
Materials	125,000.00	.20							complete w/ 10% retainage
Fabrication	175,000.00	.29							complete w/ 10% retainage
Shipping	20,000.00	.03							complete w/ 10% retainage
Installation	30,000.00	.05							complete w/ 10% retainage
Travel	10,000.00	.02							
Insurance	10,500.00	.02							
TOTAL	\$611,500	100%							

Exhibit 4
Construction Schedule

<u>TASK</u>	<u>TIME REQUIRED</u>	<u>START DATE</u>
Design Development	1 month	December 19, 2007
Engineering	3 months	February 1, 2008
Fabrication	6 months	May 1, 2008
Shipping & Installation	1 month	November 1, 2008
Light Programming	2 days	First week December 2008
Project Completion		December 7, 2008

Exhibit 5
Subcontractors

General Contractor

* Andrea Construction
Richard Andrea
12334 77th Pl N, West Palm Beach, FL 33412-2211
Tel: 561-795-1136
Fax: 561-795-6511

Structural Engineering

* Daniel H. Neff P.E.
Florida Professional Engineering Registration Number: 42381

President
M3 Engineering and Technology Corporation
2440 W. Ruthrauff Rd. Suite 170
Tucson, AZ 85705
Tel: 520-293-1488

Lighting Engineer

* M. Moncef Hadiji, P.E., RCDD, LEED AP
Associate and Senior Electrical Engineer
TLC Engineering
874 Dixon Blvd.
Cocoa, FL 32922
321-636-0274
321-446-0151 (cell)
321-639-8986 (fax)
Moncef.Hadiji@tlc-eng.com

Fabrication

* Dennis Garrison
T. A. Caid Industries
2275 E. Ganley Road
Tucson, Arizona 85726
Tel: 520-294-3126
Fax: 520-294-8180
www.caid.com

* May substitute with County approval

Exhibit 6
Proposed Materials

Perforated aluminum sheet, 3/16" thick and aluminum tubing as specified by the structural engineer in the structural drawing.

Clear Coat
JONES BLAIR CO
DALLAS DISTRIBUTION CENTER
2728 EMPIRE CENTRAL
DALLAS TX 75235
Telephone: 214 353 1600

Product ID ; 45441
Product Class: ACRYLIC POLYESTER ENAMEL
Trade Name: ACRYLITHANE H/S

Lighting System
Color Kinetic Programmable Lighting System
Manufactured By:
Color Kinetics
10 Milk Street
Suite 1100
Boston, MA 02108

Exhibit 7
Design Reviews and Milestones

1. Completion of Design Development: January 2008
 - County Review / Approval of AutoCAD plans
2. Completion of Structural & Lighting Engineering drawings: April 2008.
 - Drawings at 50% - Review / Approval
 - ESS, Facilities Management, Convention Center & AiPPsign off on Lighting System, Materials, Operations, Maintenance
 - Construction Drawings - Review / Approval
 - ESS, Facilities Management, Convention Center & AiPPsign off on Lighting System, Materials, Operations, Maintenance
3. Permit review / approval - City of West Palm Beach: April 2008
 - County sign Building Permit

Exhibit 8
Final Release

CONDITIONAL FINAL WAIVER AND RELEASE OF CLAIM

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, to induce the final payment in the sum of \$_____ and other valuable considerations and benefits to the undersigned accruing, does upon receipt of payment waive, release and quit claim all claims or demands of every kind whatsoever against the project, commonly known as _____ the Work of Art at the Convention Center - Exterior Light Public Art Project, on account of work and labor performed, and/or materials furnished in, to, or about the construction of any Work of Art located thereon.

It being understood that this is a Final Waiver and Release of Claim, and the undersigned warrants that no assignment of said claim, nor the right to perfect a claim against any art work by virtue of the accrual of said payment, has or will be made, and that the undersigned has the right to execute this Final Waiver and Release, and that all laborers employed by the undersigned in connection with the construction of improvements upon the aforesaid premises, to the extent of the payment herein referred to, have been fully-paid and all materials, supplies and personalty are free and clear of conditional bill of sale and/or retain title contracts.

IN WITNESS WHEREOF, I have hereunto set my hand and seal and I hereby acknowledge that the foregoing statements are true and correct this _____ day of _____, 20____.

WITNESS:

ARTIST:

The foregoing was acknowledged before me this _____ day of _____, 20____, by _____ as of _____, 20____, personally known to me or who produced the following identification _____, and who did/did not take an oath.

NOTARY PUBLIC IN AND FOR THE COUNTY OF
PALM BEACH, STATE OF FLORIDA

Exhibit 8A
Warranty of Title

Warranty of Title

I, _____, guarantee and warrant that the Work of Art created for the Palm Beach County Convention Center - Exterior Light Public Art Project, titled _____, is a unique edition of my own artistic efforts. I also warrant that the Work of Art is free and clear of any liens, claims or other encumbrances of any type.

By: _____
Artist Signature

Printed Name: _____

Date: _____

Exhibit 9
Documentation Worksheet

Convention Center - Exterior Light Public Art Project

Directions for completing the Documentation Work Sheet

The attached *Documentation Worksheet* is Palm Beach County's Art in Public Places program's source of information about a particular Work of Art in its collection. **This information is required for all Works of Art being purchased or commissioned by the COUNTY for fabrication and installation and is a condition precedent to Final Payment thereof.** Please complete all information in reference to the Work of Art as outlined in the *Documentation Worksheet* in accordance with the following directions.

Please fill in *all* information in the spaces indicated or "n/a" (for "not applicable"). Do not leave any space blank. All information must be legible (printed or typed).

ARTIST INFORMATION – If the Work of Art is created by an artist team, provide information for EACH artist on the team.

Name: Fill in the *artist's full name*. Enter "*unknown*" if the author of the Work of Art is not known.

Date of Birth: Fill in the *artist's date of birth*.

Birthplace: Fill in the *artist's place of birth*, and death if applicable and known.

Citizenship: Fill in the *artist's current citizenship*.

Ethnicity: Fill in the *artist's ethnic background*: Caucasian, African American, Hispanic, Asian background, or other (describe if "*other*" is used).

ARTWORK INFORMATION

Title: Fill in the *title of the Work of Art*, or note if "untitled"

Discipline: Fill in the *discipline under which the Work of Art may be categorized* (include an explanatory description if "*other*" is used)

Medium: Describe *medium of the Work of Art*.

Materials: Provide a *complete list of all materials which compose the Work of Art*. Include generic and manufacturer's product names, as well as product numbers. Include contact information of product manufacturer's if available. Note the words "see attached list" and attach list to worksheet if necessary.

Completion Date: Fill in *the date of completion of the Work of Art*. Include a date for completion of fabrication in different from date of installation.

Dimensions of the Work: Fill in *dimensions of the Work of Art (H x W x D)*. For clarity, please attach a rough perspective drawing of the Work of Art indicating dimensions for 3-D works (sketch does not need to be to scale).

Inscription and Identifying Marks: Describe *type and location of any marks* such as signature, title, date or other marks which may help identify the Work of Art

Siting: Describe the *location of the Work of Art* if a permanent installation. Include general and any pertinent detailed information (i.e. address, building name/location, exterior/interior and artwork site location in relation to building or major structure).

FABRICATION & TECHNICAL SPECIFICATION INFORMATION

Fabricator(s)/Collaborator(s): List company name and contact information (*address, tel./fax, contact name*) of any fabricator(s) and/or collaborator(s) for the Work of Art. If more than one fabricator, please include a brief description of specific work performed by each.

Method of Fabrication: Describe method of fabrication of the Work.

Fabrication Documents: The following documents ("*Instruments of Service*") may generally be required for commissioned works (please refer to Contract) and include but may not be limited to the following: working models; material samples; shop and/or as-built drawings; plans; and specification information. Specification information must be provided for all paint materials (primers and finishes) used in the creation of the Work of Art. Include a description and location for any fabrication materials of the Work of Art which are to be retained by sources other than Art in Public Places.

Maintenance Instructions: Describe in detail the suggested maintenance procedure. Include special materials required, instructions for their use, and recommended frequency of procedure. Additionally, describe any acceptable material substitutes for primers and/or paint finishes.

Lighting: Describe any special lighting requirements for the Work whether or not provided/integrated as part of the Work. Describe lighting recommendations if

applicable.

PUBLICITY INFORMATION

Exhibitions: Fill in exhibition history of the Work. Indicate whether or not the proposal or drawings have been exhibited. Include copies of exhibition materials (i.e. invitations, news articles) if available.

Publications: Fill in publication history; reproduction or mention of the Work. Include copies of publications if available.

PREPARER'S NAME

Fill in name of individual completing form and contact *information if other than artist.*

PREPARER'S SIGNATURE

Please sign and date the form in the space provided. If preparer is other than the artist, then describe affiliation to artist or relationship with the Work (i.e. owner of the work, artist's representative, artist's spouse, trustee of artist's estate etc.)

ARTIST INFORMATION

Name _____
(last) (first) (middle initial)

Date of Birth ____/____/____
(month) (day) (year)

Birthplace _____

Citizenship _____

Ethnicity ☐ Anglo ☐ Black ☐ Hispanic ☐ Asian
☐ Other _____

ARTWORK INFORMATION

Title _____

Discipline ☐ Painting/Drawing ☐ Sculpture ☐ Ceramic
☐ Fiber Art ☐ Photography ☐ Film/Video

Other _____

Medium _____

Materials

Give a general description of materials which compose the Work of Art:

Below, provide a list of all *commercially manufactured materials* which are part of the Work of Art:

	<u>Generic Name</u>	<u>Product Brand Name/Number</u>
1)	_____	_____
2)	_____	_____
3)	_____	_____
4)	_____	_____
5)	_____	_____
6)	_____	_____

List below the manufacturer contact information for all *commercially manufactured materials* listed above:

<u>Company Name</u>	<u>Business Address</u>	<u>Tel./Fax /Email</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

Completion Date _____/_____/_____
(month) (day) (year)

- ☐ Denotes date of fabrication
☐ Denotes date of installation

Dimensions (attach isometric sketch with dimensions if necessary)

_____ H x _____ W x _____ D

Inscriptions and Identifying Marks

☐ Artist's signature - Location _____

☐ Date - Location _____

Other - Location _____

Siting

Street Address: _____

Building Name: _____

Building Floor Level: _____

Exterior/Interior Application ("E" or "I"): _____

Fabricator(s)/Collaborator(s)

<u>Name</u>	<u>Address</u>	<u>Telephone</u>	<u>"F" or "C"?</u>
_____	_____	_____	_____
_____	_____	_____	_____

Method of Fabrication _____

Fabrication Documents

Note fabrication documents for the Work of Art which have been provided to Art in Public Places or are being submitted along with Catalogue Worksheet.

- ☐ Working Drawings/Plans
- ☐ As-built Drawings
- ☐ Working Model
- ☐ Material Samples (*describe*)

☐ Specifications (*describe*)

Maintenance Instructions

Describe the suggested maintenance procedure for the following:

Cleaning

Materials _____

Instructions _____

Frequency _____

Replacement Parts (*List any components which require regular replacement*)

Materials _____

Sources _____

Paints/Finishes

Primers _____

Paints _____

Number of coats _____

Graffiti Protection
(describe whether or not provided or required)

Lighting

Exhibition History

Publications

PREPARER'S NAME _____
(print full name)

PREPAREER'S SIGNATURE _____
DATE _____

- ☐ Artist of the Work ☐ Owner of the Work ☐ Artist's Spouse
☐ Artist's Rep (*describe*) _____

Exhibit 10
Terms for Artist's Construction Contract

1.0 LICENSING

Contractor and all subcontractors of any tier shall be properly qualified and licensed/certified by the appropriate authority as required by applicable Federal, State, or local law, statute, rule, or ordinance, prior to the time of execution of the Contract with the Artist and shall maintain same throughout the term of the Contract.

The Contractor, subcontractors of any tier, and specialty contractors must have a valid Palm Beach County occupational license, except where provisions of Florida Statute 205.065 apply.

2.0 PUBLIC ENTITY CRIMES

As provided in Florida Statute 287.133(2)(a) a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. Contractor shall certify that it, its affiliates, suppliers, subcontractors and consultants who will perform the Contract have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date thereof. This notice is required by F.S. 287.133 (3) (a).

3.0 LAWS AND REGULATIONS

Contractor and its employees and representatives shall at all times comply with all applicable laws, codes, ordinances, statutes, rules or regulations in effect at the time work is performed under the Contract.

4.0 COMMERCIAL ACTIVITIES

Contractor shall not establish any commercial activity or issue concessions or permits of any kind to third parties for establishing commercial activities on lands owned or controlled by County. Contractor shall not allow its employees to engage in any commercial activities on site.

5.0 PUBLICITY AND ADVERTISING

Contractor shall not make any announcement or release any information or publish any photographs concerning the Contract or the project or any part thereof to any member of the public, press or any official body, unless prior written consent is obtained from Artist and County.

6.0 TAXES

Contractor shall pay all taxes, levies, duties and assessments of every nature which may be applicable to any work under the Contract. The Contract Sum and any agreed variations thereof

shall include all taxes imposed by law. Contractor shall make any and all payroll deductions required by law. Contractor shall indemnify and hold the Artist and County harmless from any liability on account of any and all such taxes, levies, duties, assessments and deductions.

7.0 BOND REQUIREMENTS

Contractor shall furnish bonds covering the faithful performance of the Contract and the payment of all obligations arising thereunder in such form and amount identified in Attachment 1 to this Exhibit. Bonds may be secured through the Contractor's usual sources provided the Surety must be authorized to do business in the State of Florida.

Prior to execution of the Contract, and not later than fourteen (14) calendar days after request from Artist, the Contractor shall furnish contract bonds to the County, on the Public Construction Bond and Guarantee Forms included as Attachment 1 and 2 to this Exhibit.

1. Public Construction Bond in the Amount of 100% of the Contract Price.
2. Guarantee

Such Bond shall incorporate by reference all of the terms and conditions of the Contract.

The Surety Company, in addition to the above requirements, shall be currently listed with the United States Department of Treasury for an amount greater than the Contract amount. The Contractor, at the time of his execution of the Contract, shall provide, with his Contract Bonds, a copy of the Surety Company's current valid Certificate of Authority issued by the United States Department of the Treasury under ss 31, U.S.C. 9304-9308.

Contractor shall require the attorney-in-fact who executes the required bonds on behalf of the Surety to affix thereto a certified and current copy of his Power of Attorney, reflecting his/her authority as Power of Attorney in the State of Florida.

8.0 WARRANTY

Unless otherwise provided elsewhere in the Contract, all materials and equipment incorporated into any work covered by the Contract shall be new and, where not specified, of the highest grade of quality for their intended use, and all workmanship shall be in accordance with construction practices acceptable to Artist. Unless otherwise provided in the Contract, Contractor shall warrant all equipment, materials, and labor furnished or performed under the Contract, against defects in design, materials and workmanship for a period of twelve months (unless longer guarantees or warranties are provided for elsewhere in the Contract in which case the longer periods of time shall prevail) from and after substantial completion of work under the Contract, regardless of whether the same were furnished or performed by Contractor or by any of its subcontractors of any tier. In the event that the County and/or Artist assumes partial utilization of portions of the work prior to completion of all Work, the Warranty for that portion shall also extend for twelve months from substantial completion of that portion of the Work, if and only if the Artist and/or County has exclusive use of the improvements. If the County and/or Artist does not have exclusive use of the improvements, the warranty period shall extend for

twelve months from substantial completion of the last portion of the Work.

Upon receipt of written notice from Artist or County of any defect in any such equipment, materials, or labor during the applicable warranty period, due to defective design, materials or workmanship, the affected item or parts thereof shall be redesigned, repaired or replaced by Contractor at a time and in a manner acceptable to Artist and County.

Contractor shall warrant such redesigned, repaired or replaced work against defective design, materials and workmanship for a period of twelve months from and after the date of acceptance thereof. Should Contractor fail to promptly make the necessary redesign, repair, replacement and tests, Artist and/or County may perform or cause to be performed the same at Contractor's expense.

Contractor and its surety or sureties shall be liable for the satisfaction and full performance of the warranties as set forth herein and any damage to other parts of the Work caused by the Contractor's failure to perform pursuant to this Section.

9.0 PATENT INDEMNITY

Contractor shall indemnify, defend and hold Artist and County and its representatives harmless from and against all claims, losses, costs, damages, and expenses, including attorney's fees, incurred by Artist and County and their representatives, respectively, as a result of or in connection with any claims or actions based upon infringement or alleged infringement of any patent and arising out of the use of the equipment or materials furnished under the Contract by Contractor, or out of the processes or actions employed by, or on behalf of Contractor in connection with the performance of the Contract.

Contractor shall, at its sole expense, promptly defend against any such claim or action unless directed otherwise by Artist and County or their representatives; provided that Artist and County or their representatives shall have notified Contractor upon becoming aware of such claims or actions, and provided further that Contractor's aforementioned obligations shall not apply to equipment, materials, or processes furnished or specified by Owner or representatives. Contractor shall have the right, in order to avoid such claims or actions, to substitute at its expense non-infringing equipment, materials, or processes, or to modify such infringing equipment, materials and processes so they become non-infringing, or obtain the necessary licenses to use the infringing equipment, material or processes, provided that such substituted and modified equipment, materials and processes shall meet all the requirements and be subject to all the provisions of the Contract.

10.0 INDEMNITY

Contractor shall protect, defend, reimburse, indemnify and hold the County, its agents, employees, elected officers and representatives and each of them, (hereinafter collectively and for the purposes of this paragraph, referred to as "County"), free and harmless at all times from and against any and all claims, liability, expenses, losses, costs, fines and damages, including attorney's fees, and causes of action of every kind and character against County by reason of any damage to property or the environment, economic losses, or bodily injury (including death)

incurred or sustained by any party hereto, or of any party acquiring any interest hereunder, any agent or employee of any party hereto or of any party acquiring an interest hereunder, and any third or other party whomsoever, or any governmental agency, arising out of or in incident to or in connection with Contractor's performance under the Contract, the condition of the premises, Contractor's acts, or omissions or operations hereunder, or the performance, non-performance or purported performance of the Contractor of any breach of the terms of this Contract; provided however that Contractor shall not be responsible to County for damages resulting out of bodily injury or damages to property which Contractor can establish as being attributable to the negligence of County, its respective agents, servants, employees or officers.

Contractor shall further hold harmless and indemnify County for any fines, citations, court judgments, insurance claims, restoration costs or other liability resulting from Contractor's activities under the Contract, whether or not Contractor was negligent or even knowledgeable of any events precipitating a claim or arising as a result of any situation involving Contractor's activities.

Said indemnification by Contractor shall be extended to include all deliverers, suppliers, or anyone acting for, on behalf of, or at the request of Contractor. Contractor shall recognize the broad nature of this indemnification and hold harmless clause and voluntarily make this covenant. This clause shall survive termination of the Contract.

11.0 INSURANCE

Contractor shall, at its sole expense, maintain in full force and effect at all times during the life of the Contract or the performance of work thereunder, insurance coverage as described herein at limits, including endorsements, set forth in the Insurance Coverage & Limit Table below. Contractor shall deliver to Artist to provide to County - Certificate(s) of insurance evidencing that such policies are in full force and effect prior to execution of the Contract by Artist and prior to commencement of work on the project. Such certificate(s) shall adhere in every respect to the conditions set forth herein.

The requirement contained herein as to types and limits, as well as County's approval of insurance coverage to be maintained by Contractor are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Contractor under the Contract.

COMMERCIAL GENERAL LIABILITY Contractor shall agree to maintain a standard ISO version Commercial General Liability policy form, or its equivalent providing coverage for, but not be limited to, Bodily Injury and Property Damage, Premises/Operations, Products/Completed Operations, Independent Contractors, Contractual Liability, Broad Form Property Damage, X-C-U Coverages (if applicable), Severability of Interest including Cross Liability, and be in accordance with all of the limits, terms and conditions set forth herein. Contractor agrees this coverage shall be provided on a primary basis.

BUSINESS AUTOMOBILE LIABILITY Contractor shall agree to maintain a standard ISO version Business Automobile Liability coverage form, or its equivalent, providing coverage for all owned, non-owned and hired automobiles, and in accordance with all of the limits, terms and conditions set forth herein. Contractor shall agree this coverage shall be provided on a primary basis. Notwithstanding the foregoing, should the Contractor not own any automobiles, the

business auto liability requirement shall be amended to allow the Contractor to agree to maintain only Hired & Non-Owned Auto Liability. This amended coverage requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto Coverage form.

WORKER'S COMPENSATION & EMPLOYER'S LIABILITY Contractor shall agree to maintain Worker's Compensation Insurance & Employers Liability, including Federal Act endorsement for U.S. Longshoremen's and Harbor Workers Act when any work is on or contiguous to navigable bodies of U.S. waterways and ways adjoining, covering all of its employees on the work site. This coverage shall be accordance with all of the limits, terms and conditions set forth herein. Exemptions for a Contractor in or doing work in the Construction Industry, or proof of worker's compensation coverage provided by an employee leasing arrangement shall not satisfy this requirement. If any work is sublet Contractor shall require all subcontractors to similarly comply with this requirement unless such subcontractors employees are covered by Contractor's Worker's Compensation insurance policy. Contractor shall agree this coverage shall be provided on a primary basis.

ADDITIONAL REQUIRED INSURANCE WHEN WORK INVOLVES: The Contractor shall agree to maintain the following additional required insurance coverages with respect to any work involving property, operations, or type of equipment for which each insurance coverages described below have been designed specifically to provide coverage for:

WATERCRAFT LIABILITY With respect to any of the work hereunder involving watercraft owned, hired, or borrowed, the Contractor shall agree to maintain Protection and Indemnity, or similar Watercraft Liability. Coverage shall be included either way of endorsement under the Commercial General Liability or by separate watercraft liability insurance and be in accordance with all of the limits, terms and conditions set forth herein. Contractor shall agree this coverage shall be provided on a primary basis.

AIRCRAFT LIABILITY With respect to any of the work involving (fixed wing or helicopter) aircraft owned, hired, or borrowed, the Contractor shall agree to maintain Aircraft Liability. Passenger Liability shall include when persons other than the pilot and crew are occupying the aircraft. Coverage shall be in accordance with all of the limits, terms and conditions set forth herein. Contractor shall agree this coverage shall be provided on a primary basis.

BUILDER'S RISK With respect to any of the work involving the construction of real property (buildings and improvements other than buildings) during the construction project, the Contractor shall agree to maintain Builders Risk insurance providing coverage for the entire work at the project site, and shall also cover portions of work located away from the site but intended for use at the site, and shall also cover portions of the work in transit. Coverage shall be written on a All-Risk, Replacement Cost, and Completed Value Form basis in an amount at least equal to the projected total completed insurable value of the project as well as subsequent modifications of that sum. If a sublimit applies to the perils of flood and/or earthquake, the sublimit shall not be less than 25% of the projected completed value of the project.

Partial Occupancy or use of the work shall not commence until insurance company or companies

providing insurance as required have consented to such partial occupancy or use. Contractor shall take reasonable steps to notify and obtain consent of the insurance company or companies, and agree to take no action, other than upon mutual consent, with respect to occupancy or use of the work that could lead to cancellation, lapse, or reduction of insurance.

The coverage shall be kept in force until Substantial Completion has been obtained, or until no one but the County has any property interest in the project, or until Contractor and County mutually consent to the termination, whichever occurs first. The Contractor shall agree and understand the County shall not provide any Builder's Risk insurance on behalf of Contractor for loss or damage to work, or to any other property of owned, hired, or borrowed by the Contractor.

Contractor shall agree this coverage shall be provided on a primary basis, and shall be in accordance with all of the limits, terms and conditions set forth herein.

INLAND MARINE/TRANSIT INSURANCE. With respect to property with values in excess of \$100,000 which is rigged, hauled or situated at the site pending installation, the Contractor shall agree to maintain inland marine property/transit insurance provided the coverage is not afforded by a Builders Risk policy. Coverage shall be provided in accordance with all of the limits, terms and conditions set forth herein. Contractor shall agree this coverage shall be provided on a primary basis. The Contractor shall agree and understand the County shall not provide any inland marine nor transit insurance on behalf of Contractor for loss or damage to work, or to any other property of owned, hired, or borrowed by the Contractor.

SATISFYING LIMITS UNDER AN UMBRELLA POLICY: If necessary, the Contractor may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, and Employer's Liability coverage under an Umbrella or Excess Liability. The underlying limits may be set at the minimum amounts required by the Umbrella or Excess Liability provided the combined limits meet at least the minimum limit for each required policy. The Umbrella or Excess Liability shall have an Annual Aggregate at a limit not less than two (2) times the highest per occurrence minimum limit required above for any of the required coverages. The County shall be specifically endorsed as an "Additional Insured" on the Umbrella or Excess Liability, unless the Umbrella or Excess Liability provides continuous coverage to the underlying policies on a complete "Follow-Form" basis without exceptions and stated as such on the Certificate of Insurance.

ADDITIONAL INSURED The Contractor shall agree to endorse the County as an Additional Insured on each insurance policies required to be maintained by the Contractor, except for Worker's Compensation and Business Auto Liability. The CG 2026 Additional Insured - Designated Person or Organization endorsement, or its equivalent, shall be endorsed to the Commercial General Liability. Other policies, when required, such as for watercraft, aircraft, builder's risk or transit insurance, shall provide a standard Additional Insured endorsement offered by the insurer providing coverage with respect to liability arising out of the operations of the Contractor. The endorsement shall read "Palm Beach County Board of County Commissioners". The Contractor shall agree the Additional Insured endorsements provide coverage on a primary basis. Endorsement shall be in accordance with all of the limits, terms and conditions set forth herein.

LOSS PAYEE The Contractor shall agree to endorse the County as a Loss Payee on the Builder's Risk

and Inland Marine/Transit Insurance, when required to be maintained by the Contractor. The Loss Payee endorsement shall read "Palm Beach County Board of County Commissioners." Endorsement shall be in accordance with all of the limits, terms and conditions set forth herein. The Contractor shall agree the Loss Payee endorsement provides coverage on a primary basis.

WAIVER OF SUBROGATION The Contractor shall agree by entering into the Contract to a Waiver of Subrogation for each required policy providing coverage during the life of the Contract. When required by the insurer or should a policy condition not permit an Insured to enter into an pre-loss agreement to waive subrogation without an endorsement, then the Contractor shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy when a condition to the policy specifically prohibits such an endorsement, or voids coverage should the insured enter into such an agreement on a pre-loss basis. The Waiver of Subrogation shall be in accordance with all of the limits, terms and conditions set forth herein.

RIGHT TO REVIEW & ADJUST The Contractor shall agree, notwithstanding the foregoing, the County, by and through its Risk Management Department, in cooperation with the Facilities Development & Operations Department, reserves the right to periodically review, reject or accept all required policies of insurance, including limits, coverages, or endorsements, hereunder from time to time throughout the life of the Contract. Furthermore, the County reserves the right to review and reject any insurer providing coverage because of poor financial condition or because it is not operating legally. In such event, County shall provide Contractor written notice of such adjusted limits and Contractor shall agree to comply within thirty (30) days of receipt thereof and to be responsible for any premium revisions as a result of any such reasonable adjustment.

NO REPRESENTATION OF COVERAGE ADEQUACY: The coverages and limits identified in the table have been determined to protect primarily interests of the County only, and the Contractor shall agree that in no way should the coverages and limits in the table be relied upon when assessing the extent or determining appropriate types and limits of coverage to protect the Contractor against any loss exposures, whether as a result of the construction project or otherwise.

CERTIFICATE OF INSURANCE Certificates of Insurance must provide clear evidence that Contractor's Insurance Policies contain the minimum limits of coverage and terms and conditions set forth herein. A minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage shall be identified on the Certificate.

In the event the County is notified that a required insurance coverage will be cancelled or non-renewed during the period of the Contract, the Contractor shall agree to furnish at least thirty (30) days prior to the expiration of such insurance, an additional certificate of insurance as proof that equal and like coverage for the balance of the period of the Contract and any extension thereof is in effect. Contractor shall agree not continue to work pursuant to the Contract unless all required insurance remains in effect. The County shall have the right, but not the obligation, of prohibiting Contractor or any subcontractor from entering the project site until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and accepted by the County. The County reserves the right to withhold payment, but not the obligation, to Contractor until coverage is reinstated. If the Contractor fails to maintain the insurance as set forth herein, the County

shall have the right, but not the obligation, to purchase said insurance at Contractor's expense.

ADDITIONAL REQUIREMENTS FOR CERTIFICATES OF INSURANCE

1. Shall clearly identify Palm Beach County, a political subdivision of the State of Florida, its officers, agents and employees as Additional Insured for all required insurance coverages, except Workers Compensation and Business Auto Liability.
2. Shall clearly indicate project name and project number to which it applies.
3. Shall clearly indicate a minimum ten (10) day endeavor to notify requirement in the event of cancellation or non-renewal of coverage.
4. Evidence of renewal coverage must be provided at least fourteen (14) days in advance of any policy that may expire during the term of the Contract.
5. Shall clearly identify Palm Beach County, Board of County Commissioners endorsed as a Loss Payee on the Builders Risk and any Inland Marine coverages.
6. Contractor shall deliver original Certificate(s) of Insurance to the following Certificate Holder address:

Palm Beach County
c/o Public Art Program Administrator
2633 Vista Parkway
West Palm Beach, FL 33411

DEDUCTIBLES, COINSURANCE PENALTIES, & SELF-INSURED RETENTION The Contractor shall agree to be fully and solely responsible for any costs or expenses as a result of a coverage deductible, coinsurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, coinsurance penalty, or self-insured retention.

SUBCONTRACTOR'S INSURANCE: The Contractor shall agree to cause each subcontractor employed by Contractor to purchase and maintain insurance of the type specified herein, unless the Contractor's insurance provides coverage on behalf of the subcontractor. When requested by the County, the Contractor shall agree to obtain and furnish copies of certificates of insurance evidencing coverage for each subcontractor.

INSURANCE COVERAGE & TABLE The Contractor shall agree to maintain the coverages, endorsements, and limits of liability in accordance with and set forth by the Insurance Coverage & Table below:

INSURANCE COVERAGE & LIMIT TABLE		
TYPE OF COVERAGE	CONTRACTS LESS THAN \$500,000	CONTRACTS \$500,000 OR MORE
<u>COMMERCIAL GENERAL LIABILITY:</u> Limit of Liability not less than:	\$500,000 per occurrence	\$1,000,000 per occurrence
Additional Insured endorsement required:	Yes	Yes
<u>COMPREHENSIVE AUTO LIABILITY:</u> Limit of Liability not less than:	\$500,000 per occurrence	\$1,000,000 per occurrence
<u>WORKERS COMPENSATION & EMPLOYER'S LIABILITY:</u> Coverage not less than:	Statutory	
Employers Liability Limits:	\$100/500/100	
<u>WATERCRAFT LIABILITY:</u> Limit of Liability not less than:	\$5,000,000 per occurrence	
Additional Insured endorsement required:	Yes	
<u>AIRCRAFT LIABILITY:</u> Limit of Liability not less than:	\$5,000,000 per occurrence	
When used to carry passengers (excluding aircraft's crew) coverage for Passenger Liability not less than:	\$1,000,000 per passenger	
Additional Insured endorsement required:	Yes	

INSURANCE COVERAGE & LIMIT TABLE	
<u>BUILDERS RISK:</u> Limit not less than: Endorsement to waive coverage termination from Occupancy Clause. Endorsement cover until acceptance of the project at Substantial Completion. Additional Insured & Loss Payee endorsements required:	100% of the completed total insurable value of the project. Yes Yes Yes
<u>INLAND MARINE COVERAGE:</u> Limit not less than: Additional Insured & Loss Payee endorsements required:	Highest value exposed during the construction project. Yes

12.0 RESPONSIBILITY FOR WORK SECURITY

Contractor shall, at its expense, at all times conduct all operations under the Contract in a manner to avoid the risk of loss, theft or damage by vandalism, sabotage or other means to any property.

Contractor shall promptly take all reasonable precautions which are necessary and adequate against any conditions which involve a risk of loss, theft or damage to its property, at a minimum. Contractor shall continuously inspect all its work, materials, equipment and facilities to discover and determine any such conditions and shall be solely responsible for discovery, determination and correction of any such condition.

Contractor shall prepare and maintain accurate reports of incidents of loss, theft or vandalism and shall furnish these reports to Owner within three days of each incident.

13.0 PROTECTION OF WORK IN PROGRESS, MATERIALS AND EQUIPMENT

Contractor shall be responsible for and shall bear any and all risk of loss or damage to work in progress, all materials delivered to the site, and all materials and equipment involved in the work until completion and final acceptance of work under the Contract. Excluded from Contractor's responsibility is any loss or damage which results from the sole active negligence of the Artist, County or their representatives.

14.0 PROTECTION OF EXISTING PROPERTY

Contractor shall agree to conduct its operations as not to damage any other property. If facilities are closed, obstructed, damaged or rendered unsafe by Contractor's operations, Contractor shall, at its expense, make such repairs and provide temporary guards, lights and other signals as necessary or required for safety and as will be acceptable to County and/or its Insurance Representative.

15.0 EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Contract, the Contractor shall agree as follows:

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, or national origin. The Contractor will take affirmative action to ensure that applicants and employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, or national origin. 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.
- B. The Contractor will, in all solicitations or advertisements for employees placed for, by, or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, or national origin.
- C. The Contractor will comply, in all respects, with any and all applicable Executive Orders regulating equal employment opportunities.

- D. All regulations, guidelines, and standards lawfully adopted under the governing statutes.

16.0 SAFETY & PROTECTION OF PERSONS & PROPERTY

RESPONSIBILITY FOR SAFETY AND HEALTH

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work to be performed under the terms of the Contract ("Work"). The Contractor shall take all precautions and follow all procedures for the safety of, and shall provide all protection to prevent injury to, all persons involved in any way in the Work and all other persons, including, without limitation, the employees, agents, guests, visitors, invitees and licensees of the Artist and/or County who may be affected thereby.

All Work, whether performed by the Contractor, its Sub-Contractors or Sub-subcontractors, or anyone directly or indirectly employed by any of them, and all equipment, appliance, machinery, materials, tools and like items incorporated or used in the Work, shall be in compliance with, and conform to:

- A. all applicable laws, ordinances, rules, regulations and orders of any public, quasi- public or other authority relating to the safety of persons and their protection against injury, specifically including, but in no event limited to, the Federal Occupational Safety and Health Act of 1970, as amended and all State, Local, City and County rules and regulations now or hereafter in effect; and
- B. all codes, rules, regulations and requirements of the County and its insurance carriers relating thereto. In the event of conflicting requirements, the more stringent shall govern.

The Contractor shall agree to defend, indemnify and hold the County, the Artist and their respective officers, directors, agents, employees and assigns, harmless from and against any and all liability, public or private, penalties, contractual or otherwise, losses, damages, costs, attorneys' fees, expenses, causes of action, claims or judgments resulting either in whole or in part from any failure of the Contractor, its Subcontractors or Sub-subcontractors or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, to comply with the provisions of this Section.

The Contractor shall not raise as a defense to its obligation to indemnify under this Section any contributing negligence of any of those indemnified by Contractor, it being understood and agreed that no such contributing negligence shall relieve the Contractor of its liability to so indemnify nor entitle the Contractor to any contribution, either directly or indirectly, by those indemnified by the Contractor.

17.0 EXPLOSIVES & HAZARDOUS MATERIALS

Contractor shall comply with, and shall have and maintain all applicable permits and licenses required by Federal, State and local laws, codes, rules, regulations or ordinances related to the safe and proper handling, transporting, storage and use of any explosive or hazardous materials brought onto or

encountered within the site, and at its expense, shall make good any damage caused by its handling, transporting, storage and use. The Contractor will notify the Artist and County immediately if explosive or hazardous materials are encountered on the site. Transporting explosive or hazardous materials onto the site will require prior written approval from the Artist and County. The Contractor shall maintain and Post as necessary Material Hazard Data Sheets for all applicable Hazardous Materials used in the course of his work.

In the event that hazardous material is improperly handled or stored by the Contractor, its subcontractors, any sub-sub contractors, or any employee or agent of any of the aforementioned which results in contamination of the site, Contractor shall immediately notify the Artist and County and the appropriate governmental authority and shall take whatever action is necessary or desirable to remediate the contamination at the Contractor's sole cost and expense. Further, Contractor shall indemnify and hold harmless from any and all cost, expense, action, or liability whatsoever resulting from such contamination and/or remedial activities.

18.0 CRIMINAL HISTORY RECORDS CHECK ORDINANCE

The Contractor shall comply with the provisions of Ordinance 2003-030, the Criminal History Records Check Ordinance ("Ordinance"), if Contractor's employees or subcontractors are required under this contract to enter a "critical facility" as identified in Resolution R2003-1274. The Contractor acknowledges and agrees that all employees and subcontractors who are to perform work in a critical facility will be subject to a fingerprint based criminal history check.

Prior to commencement of work within a critical facility, the Contractor shall make arrangements through the County's Electronic Services and Security Division/Access Section for its employees and those of its subcontractors to have finger print based criminal history record checks performed. Those employees clear of disqualifying offenses will be granted an ID badge which must be worn at all times. A list of disqualifying offenses is available upon request. Any person found to have a disqualifying criminal offense will be denied unescorted access to the project. The Contractor will be charged a nominal fee for lost cards.

Although County agrees to pay for all applicable FDLE/FBI fees required for criminal history record checks, the Contractor shall be solely responsible for all direct and indirect costs associated with complying with Ordinance 2003-030.

ATTACHMENT 1 TO EXHIBIT 10
PUBLIC CONSTRUCTION BOND

BOND NUMBER: _____

BOND AMOUNT: _____

CONTRACT AMOUNT: _____

CONTRACTOR'S NAME: _____

CONTRACTOR'S ADDRESS: _____

CONTRACTOR'S PHONE: _____

SURETY COMPANY: _____

SURETY'S ADDRESS: _____

OWNER'S NAME: PALM BEACH COUNTY

OWNER'S ADDRESS: _____

OWNER'S PHONE: _____

DESCRIPTION OF WORK: _____

PROJECT LOCATION: _____

LEGAL DESCRIPTION: _____

This Bond is issued in favor of the County conditioned on the full and faithful performance of the Contract

KNOW ALL MEN BY THESE PRESENTS: that Contractor and Surety, are held and firmly bound unto

Palm Beach County Board of County Commissioners
301 N. Olive Avenue
West Palm Beach, Florida 33401

as Obligee, herein called County, for the use and benefit of claimant as hereinbelow defined, in the amount of

Dollars (\$)

(Here insert a sum equal to the Contract Price)

for the payment whereof Principal and Surety bind themselves, their heirs, personal representatives, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Principal has by written agreement entered into a contract with the Artist for

Project Name:
Project No.:
Project Description:
Project Location:

in accordance with the design prepared by

NAME OF ARTIST FIRM
LOCATION OF FIRM
PHONE
FAX

which contract is by reference made a part hereof in its entirety, and is hereinafter referred to as the Contract.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the contract between Principal and Artist for the design and construction of _____, the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05, Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and
3. Pays County all losses, damages (including liquidated damages), expenses, costs, and attorneys' fees, including appellate proceedings, that County sustains because of a default by Principal under the contract; and
4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.
5. Any changes in or under the contract and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond and Surety waives notice of such changes.
6. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of construction liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against the bond.
7. Principal and Surety expressly acknowledge that any and all provisions relating to consequential, delay and liquidated damages contained in the contract are expressly covered by and made a part of this Performance, Labor and Material Payment Bond. Principal and Surety acknowledge that any such provisions lie within their obligations and within the policy coverages and limitations of this instrument.
8. Section 255.05, Florida Statutes, as amended, together with all notice and time provisions contained therein, is incorporated herein, by reference, in its entirety. Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes. This instrument regardless of its form, shall be construed and deemed a statutory bond issued in accordance with Section 255.05, Florida Statutes.

9. Any action brought under this instrument shall be brought in a state court of competent jurisdiction in Palm Beach County and not elsewhere.

Witness

Principal (Seal)

Title

Witness

Surety (Seal)

Title

GUARANTEE FOR (Contractor and Surety Name)

In the event of our failure to acknowledge notice, and commence corrections of defective work within five (5) working days after being notified in writing by the Board of County Commissioners, Palm Beach County, Florida, we, collectively or separately, do hereby authorize Palm Beach County to proceed to have said defects repaired and made good at our expense and we will honor and pay the costs and charges therefore upon demand.

DATED _____
(Date of substantial completion)

SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY

Countersigned Resident Agent in Florida:

Contractor Seal

Agent

By: _____
Signature

By: _____
Signature

Surety Seal

By: _____

ACORD CERTIFICATE OF LIABILITY INSURANCE		OP ID KH BARB-10	DATE (MM/DD/YYYY) 10/17/07
PRODUCER THE MAHONEY GROUP - TUCSON 3719 N. Campbell Avenue Tucson AZ 85719-1541 Phone: 520-795-8511 Fax: 520-795-8542		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW	
INSURED Barbara Grygutis Sculpture LLC Attn: Barbara P.O. Box 3028 Tucson AZ 85702		INSURERS AFFORDING COVERAGE	NAIC #
		INSURER A: Hartford Casualty Ins. Co.	29424
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	

COVERAGES					
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.					
INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	59SBABX5351	08/13/07	08/13/08	EACH OCCURRENCE \$ 2000000
					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300000
					MED EXP (Any one person) \$ 10000
					PERSONAL & ADV INJURY \$ 2000000
					GENERAL AGGREGATE \$ 4000000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				PRODUCTS - COMPIOP AGG \$ 4000000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	59SBABX5351	08/13/07	08/13/08	COMBINED SINGLE LIMIT (Ea accident) \$ 1000000
					BODILY INJURY (Per person) \$
					BODILY INJURY (Per accident) \$
					PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$
					OTHER THAN EA ACC \$
					AUTO ONLY: AGG \$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$	RECEIVED CAPITAL IMPROVEMENTS DIV. OCT 22 2007			EACH OCCURRENCE \$
					AGGREGATE \$
					\$
					\$
					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	FILE: _____ CC: _____			WC STATU- TORY LIMITS \$
					OTHER \$
	OTHER				E.L. EACH ACCIDENT \$
					E.L. DISEASE - EA EMPLOYEE \$
					E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

The certificate holder is additional insured on the general liability coverage as respects to the ongoing operations of the insured but only if required by written contract between the insured and certificate holder for the Convention Center - Exterior Light Public Art Project #05234b. * Except 10 days for non payment cancellation.

CERTIFICATE HOLDER	CANCELLATION
Palm Beach County Capital Improvements Division 2633 Vista Parkway West Palm Beach FL 33411	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30* DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
	AUTHORIZED REPRESENTATIVE <i>Carolyn J. Rattap</i>

November 26, 2007



... an Assurex Partner

3719 N. Campbell Ave.
Tucson, Arizona 85719
(520) 795-8511
(520) 795-8542 FAX

Elayna Toby Singer
Palm Beach County Art In Public Places
Facilities Development & Operations
2633 Vista Parkway
West Palm Beach FL 33411-5603

RE: Barbara Grygutis Sculpture LLC

Dear Ms Singer:

This letter will confirm we will place coverage for Barbara Grygutis Sculpture LLC for the installation of the public art project at Palm Beach County Convention Center in April 2008.

A certificate of insurance will be provided to you at the address noted above showing the limit and deductible as soon as coverage is placed.

Should you have any questions, please do not hesitate to call.

Sincerely,

Carolyn J. Ratliff, CIC
Account Manager

/cjr



Our website address: www.mahoneygroup.com

Arizona – Casa Grande, Coolidge, Flagstaff, Globe, Kingman, Mesa, Phoenix, Pinetop, Prescott, Tucson
Colorado – Colorado Springs • **Nevada** – Las Vegas • **New Mexico** – Albuquerque • **Utah** – Salt Lake City

From: Dick Cohen
To: Esinger@co.palm-beach.fl.us
Date: 11/26/2007 3:02 PM
Subject: Re: Installation Floater

Perfect.

Dick Cohen, CPCU, CIC, ARM-P
Risk Management Department
Palm Beach County
160 Australian Ave., Ste 401
West Palm Beach, FL 33406
(P) 561-233-5432
(F) 561-233-5420

>>> Elayna Toby Singer 11/26/07 12:10 PM >>>
I received attached letter - is this sufficient? Please advise.

Elayna Toby Singer
Palm Beach County Art in Public Places
esinger@pbcgov.com
ph: (561) 233-0235, fax (561) 233-0206
www.pbcgov.com/fdo/art

Facilities Development & Operations
2633 Vista Parkway
West Palm Beach, FL 33411-5603

>>> Dick Cohen 10/25/2007 1:53 PM >>>
Ask for a letter from the artist's insurance agent stating that coverage will be available prior to actual on-site work

Dick Cohen, CPCU, CIC, ARM-P
Manager, P/L Insurance Division
Risk Management Department
Palm Beach County
160 Australian Ave., Ste 401
West Palm Beach, FL 33406
(P) 561-233-5432
(F) 561-233-5420
(C) 561-373-8336

>>> Elayna Toby Singer 10/25/2007 1:50 PM >>>
For the Convention Center public art project, the artist's proposed project timeline is November 20 2007-December 31, 2008, but the artist won't be doing ANY work on site until April 2008. If her insurance company will not now issue a cert. w/ Installation Floater with a delayed effective date beginning 4/1/2007, through 12/31/2008, can the artist write us some type of note as part of the contract stating that she will provide the Installation Floater cert. closer to April 2008, for the April - December coverage? This question arises in an effort for the artist to not take on expense of the floater insurance many months prior to project activity related to the insurance. Please advise.

Elayna Toby Singer
Palm Beach County Art in Public Places
esinger@pbcgov.com
ph: (561) 233-0235, fax (561) 233-0206

www.pbcgov.com/fdo/art

Facilities Development & Operations
2633 Vista Parkway
West Palm Beach, FL 33411-5603

>>> Dick Cohen 10/24/2007 10:08 AM >>>

There is NO evidence of installation floater. As far as wc goes vendor must provide proof of wc insurance if there are 4 or more employees in the LLC. If less than 4 employees all you need is a letter so stating

Dick Cohen, CPCU, CIC, ARM-P
Manager, P/L Insurance Division
Risk Management Department
Palm Beach County
160 Australian Ave., Ste 401
West Palm Beach, FL 33406
(P) 561-233-5432
(F) 561-233-5420
(C) 561-373-8336

>>> Elayna Toby Singer 10/24/2007 9:54 AM >>>

Please see attached w/ insurance requirements for Convention Center public art project and artist's insurance cert.

Questions:

Am I missing it, or did the artist not show that she has the Installation Floater? And, re: Worker's Comp. can you please send me the statute so I can send it to her so she can determine if she's obligated. Thank you muchas!

Elayna Toby Singer
Palm Beach County Art in Public Places
esinger@pbcgov.com
ph: (561) 233-0235, fax (561) 233-0206
www.pbcgov.com/fdo/art

Facilities Development & Operations
2633 Vista Parkway
West Palm Beach, FL 33411-5603

BUDGET AVAILABILITY STATEMENT

REQUEST DATE: 10/29/07 REQUESTED BY: Elayna Toby Singer PHONE: 233-0235
233-0206 FAX

PROJECT TITLE: Convention Center Art

ORIGINAL CONTRACT/ANNUAL AMOUNT: 361,992.00 BCC DATE: 12/04/2007

CSA/LOA CHANGE ORDER AMOUNT:

CSA/LOA CHANGE ORDER NUMBER:

CONTRACTOR/CONSULTANT NAME: Barbara Grygutis

PROVIDE A BRIEF STATEMENT OF THE SCOPE OF SERVICES TO BE PROVIDED
BY THE CONSULTANT/CONTRACTOR: Convention Center Art
Art in Public Places

WILL THIS AMENDMENT CHANGE THE ESTIMATED COST OF THE PROJECT?
IF YES, PROVIDE ESTIMATES OF THE NEW COSTS:

CONSTRUCTION	_____
ARCHITECTURE/ENGINEER	_____
STAFF COSTS	_____
EQUIPMENT/OTHER	361,992.00

BUDGET ACCOUNT NUMBER (IF KNOWN)

FUND: 3019 DEPT: 581 UNIT: PS68 SUNIT: 03 OBJ: ~~6401~~ 6507

SUPPLEMENTAL AGREEMENT TO BE APPROVED BY:

ANTICIPATED DATE OF APPROVAL:

BAS APPROVED BY: *[Signature]*

DATE: _____

FUNDING SOURCE(S)

- ☒ Bond
☐ Impact Fees
☐ Park Improvement Fund
☐ Ad Valorem
☐ Other

BAS APPROVAL

- ☒ FULLY FUNDED WITHIN CURRENT BUDGET *[Signature]*
☐ FULLY FUNDED PENDING BUDGET TRANSFER _____

BUDGET AVAILABILITY STATEMENT

REQUEST DATE: REQUESTED BY PHONE:

PROJECT TITLE: Convention Center Art

ORIGINAL CONTRACT/ANNUAL AMOUNT: 249,508.00 BCC DATE: 12/04/2007

CSA/LOA CHANGE ORDER AMOUNT:

CSA/LOA CHANGE ORDER NUMBER:

CONTRACTOR/CONSULTANT NAME: Barbara Grygutis

PROVIDE A BRIEF STATEMENT OF THE SCOPE OF SERVICES TO BE PROVIDED
BY THE CONSULTANT/CONTRACTOR: Convention Center Art

WILL THIS AMENDMENT CHANGE THE ESTIMATED COST OF THE PROJECT?
IF YES, PROVIDE ESTIMATES OF THE NEW COSTS:

CONSTRUCTION
ARCHITECTURE/ENGINEER
STAFF COSTS
EQUIPMENT/OTHER

249,508.00

BUDGET ACCOUNT NUMBER (IF KNOWN)

FUND: 3014 DEPT: 411 UNIT: B368 SUNIT: OBJ: 6401

SUPPLEMENTAL AGREEMENT TO BE APPROVED BY:

ANTICIPATED DATE OF APPROVAL:

BAS APPROVED BY: 

DATE: 10.30.07
