

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

Meeting Date: **December 19, 2017** ☒ **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 Susan Narduli of Narduli Studio in the amount of \$454,000 for the design, permitting, fabrication and installation of “Light Play” sculptural screens and gates for the Palm Beach County Convention Center Courtyard.

Summary: The County is required to complete an art project visible to the public located within the boundaries of the Convention Center property as a City of West Palm Beach regulatory requirement for the recently constructed Convention Center Parking Garage. The goal of this art project is to create a rentable outdoor venue by leveraging the existing Courtyard on the north side of the Convention Center. Award winning artist Susan Narduli, whose work focuses on integrating art into the environment, will collaborate with internationally recognized lighting design firm Horton Lees Brogden. The Courtyard's new design will be able to accommodate a variety of events and will include illuminated sculpture screens and gates to define the limits of the space, control access and achieve a degree of visual blockage and seclusion from the Courtyard's surroundings. That peripheral treatment will then be furthered by flexible seating and tables, landscaping to provide shade, additional lighting to support evening activities and event rentals, and new pavers, all with additional design services by Susan Narduli to complete the full scope of this functional art project. "Light Play", the courtyard's sculptural screens and gates, was chosen by the Public Art Committee with participation by representatives from the Convention Center and the City of West Palm Beach. Narduli Studio is not an SBE and is not local. The duration of the contract is 155 days. The funding for the art component of the Parking Garage is budgeted at \$1,350,000 from the 68M Rev Bond AC2/Convention Center Parking Garage. Separate contracts to complete the balance of the Courtyard art project will be necessary and will be prepared for approval once the design is complete and the scope of work identified. The Artist will lead the design and scope of all components of this art project with support of the project's design professionals. Local architects, landscape architects, engineers and contractors will also assist in achieving SBE and local participation on the art project. This particular contract is being advanced before the project's construction contract, to meet schedule challenges with the Convention Center's existing events. **(FDO ADMIN) District 7/Countywide (MJ)**

Background & Justification: To expand the Palm Beach County Convention Center’s compliment of event venues and better utilize the existing Courtyard, screens and gates are necessary along the Courtyard’s north and east perimeters to limit public access, visually block vehicular traffic, and create a sense of seclusion from its surroundings. The Convention Center’s approximate 300,000 annual guests attending meetings, conventions, tradeshow, art fairs, galas and special events will enjoy the sculptural screens and gates day through evening. The new signature artwork “Light Play” will also be visible to passersby in approximately 50,000 vehicles daily, in addition to pedestrians travelling between the Convention Center and other landmarks along Okeechobee Boulevard.

(continued on page 3)

Attachments:

Agreement for Art Services

Recommended By: ARM Army Wolf 11/29/17
Department Director Date

Approved By: JB Baker 12/15/17
County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2018	2019	2020	2021	2022
Capital Expenditures	\$454,000				
Operating Costs					
External Revenues					
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	\$454,000				
# ADDITIONAL FTE POSITIONS (Cumulative)					

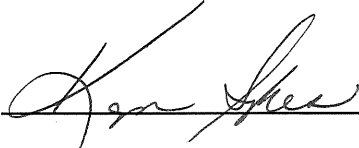
Is Item Included in Current Budget: Yes ☒ No ☐

Budget Account No: Fund 3076 Dept 411 Unit B572 Object 6502

Does this item include the use of federal funds Yes ☐ No ☒

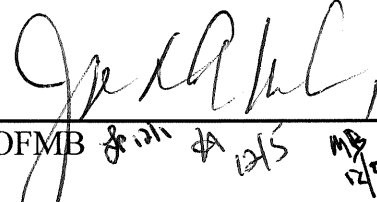

B. Recommended Sources of Funds/Summary of Fiscal Impact:

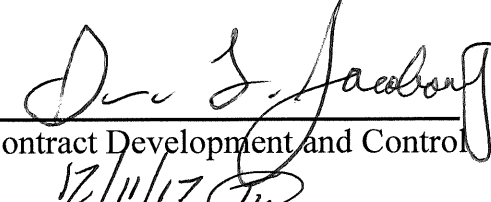

The total estimate for the art project is \$1,350,000. The line item allocated to the art project has increased due to two previous attempts to secure acceptable designs for the courtyard within the previously allocated amount. The recommended source of funding for this project is the 68M Rev Bond Airport Center 2/Convention Center Parking Garage as the artwork is in satisfaction of a regulatory requirement included in the development order for the garage. The debt service for the portion of the bonds used for the Convention Center Parking Garage is funded 100% through bed tax revenues.

C. Departmental Fiscal Review: 

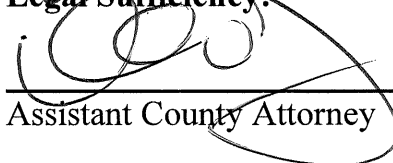
III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

 12/5/17
OFMB  12/5 MB 12/5

 12/12/17
Contract Development and Control 12/11/17 

B. Legal Sufficiency:

 12/15/17
Assistant County Attorney

C. Other Department Review:

Department Director

This summary is not to be used as a basis for payment.

Background & Justification (cont'd.): At a September 15, 2017 meeting of the Public Art Committee, including participation by Convention Center staff and City of West Palm Beach Art in Public Places staff, 48 total responses to a Call to Artists were reviewed and four artist teams were ultimately short listed to submit a proposal. On October 25, 2017, three of those four semi-finalists presented their proposals to the Public Art Committee, Convention Center staff and City of West Palm Beach Art in Public Places staff, as the fourth was disqualified due to a late proposal. Susan Narduli's team was selected as the Finalist.

Prior to selecting Susan Narduli, two previous artists had been hired to develop designs for integrated art, but both contracts were ultimately cancelled. The first art design contract was awarded in 2014 for art integration into the parking garage. Since the architect designed the garage and building's southeast entrance, the artist was limited to developing designs for the garage's entry drive only. After several designs were proposed, the project team determined that the limited space in the entry drive was grounds for the art being better integrated into the Convention Center's Courtyard, which would also be more visible to the public. The artist team was paid \$7,940 for schematic design, then the contract was cancelled. In mid-2015 a new Call to Artist was published, increasing the project budget from \$397,700 to \$943,500 for an artist team to lead design for permanent seating, shade structures, plantings and evening lighting for the Convention Center Courtyard. Through design development and cost estimating, the selected artist team was unsuccessful in achieving the project objectives within the budgeted amount. The artist team was paid \$77,000 for their schematic and design development efforts prior to contract cancellation.

Based on the above, and due to the availability of remaining funds upon completion of construction of the garage, the Tourist Development Council supported increasing the Courtyard project budget by \$483,500, for a total project budget of \$1,350,000 when combined with the \$866,500 balance from the 2015 artist commissioning. This decision was also influenced at that time by the opening of the Hilton Hotel adjacent to the Convention Center, which signaled the need for an outdoor venue to support a more diverse array of activities, events and rentals. The project team proceeded to update the Courtyard scope to support the Convention Center's high priority of securing the Courtyard perimeter and introducing non-permanent flexible seating/tables, shade from trees, and intriguing night lighting in a cohesive Courtyard integrated art program. In 2017 a new Call to Artists was published and Susan Narduli's team, including the internationally recognized lighting design firm Horton Lees Brogden, was selected. In partnership with local Harvard Jolly Architecture and Gentile Glas Holloway O'Mahoney & Associates, Inc, this art project will transform the underutilized courtyard into a highly sought after rentable "art place" event space.

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 Susan Narduli (“ARTIST”).

WHEREAS, the COUNTY desires to commission the ARTIST to create public art for the Palm Beach County Convention Center Courtyard; and

WHEREAS, the ARTIST’s services under this Agreement shall include the design, execution, fabrication, and installation of the Work of Art, including the hiring of a Florida-licensed Contractor (“Contractor”) to perform the fabrication, permitting, installation and supervision of the Work of Art; and

WHEREAS, the ARTIST is willing and able to perform these services 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 cause to be performed, all services and furnish all supplies, materials and equipment necessary for the design, fabrication, and installation of “Light Play” (“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 ARTIST shall develop the final Work of Art based upon the Proposal (Exhibit 1), and ARTIST and COUNTY agree that the ARTIST, as part of the Design Development Phase, shall modify the design to secure the courtyard and limit public access along the north and east perimeter. The ARTIST and COUNTY agree that modifications to the Proposal must occur in order to fulfill Convention Center program requirements, code requirements, aesthetic integration, artistic integrity and budget. Notwithstanding anything to the contrary herein, the total budget for the Work of Art, including the design modifications mentioned in this paragraph, shall not exceed the Project Budget set forth in Exhibit 3.

The Work of Art shall be installed at Palm Beach County Convention Center Courtyard ("Work Site"). Upon completion of the installation 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 or Artist's representative 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.

Section 2.04 Intentionally Left Blank

Section 2.05 Site Inspections and Staging Requirements

Prior to installation of the Work of Art, the ARTIST and/or its Contractor shall visit and inspect the Work Site. Subsequent to such inspection and prior to 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 fabricating and installing 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 Project Schedule

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

Employees of and Contractors hired by 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 2.08 Intentionally Left Blank.

Section 2.09 Proposed Materials

The ARTIST shall provide a detailed list of all Proposed Materials, attached hereto as Exhibit 5 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 6 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 installation 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 slides, photographic prints, digital 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 with 300dpi JPEG images of at least (5) different viewpoints 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 an educational lecture/tour 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.

ARTICLE III COMPENSATION

Section 3.01 Firm Fixed Price

The COUNTY shall pay the ARTIST a fixed fee of \$454,000 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 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 7 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.

Section 3.03 Annual Budgetary Funding

This Agreement and all obligation of COUNTY hereunder requiring the expenditure of funds are subject to and contingent upon annual budgetary funding and appropriations by the Palm Beach County Board of County Commissioners.

Section 3.04 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.

ARTICLE IV CONDUCT OF WORK

Section 4.01 Time of Performance

Services by the ARTIST and the ARTIST'S Contractor in connection with the Work of Art shall commence upon a "Notice to Proceed" issued by the COUNTY'S Art in Public Places Administrator. Installation of the Work of Art shall be completed within 155 days of the Notice to Proceed and in accordance with the Project 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 Project 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 or a representative of the ARTIST shall be present at the Work Site at appropriate times to supervise when installation is in progress. During periods when 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

Fabrication and installation 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 its contractor or subcontractors, the ARTIST shall inform the COUNTY of the date the work needs to be completed in order to maintain the ARTIST'S Project Schedule for the Work of Art. Upon completion of the work by the COUNTY or separate contractor or subcontractor, 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 its contractor or subcontractor 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

The ARTIST shall engage (prepare, negotiate, and enter into contract with) a properly licensed Contractor to assist ARTIST with the permitting, fabrication and installation of the Work of Art. The cost of the Contractor is a part of ARTIST'S fee for services.

4.06.1 Requirements of Contract

The Artist shall have the right to negotiate, to approve and to execute in its name, the contract(s) for the installation of the Work of Art with the Contractor ("Installation Contract"). At a minimum, any Installation Contract shall:

- A. Require the Contractor(s) to provide insurance coverage in accordance with COUNTY standards set forth in Section 9.1 herein.
- B. Require a payment and performance bond, where required by Florida Statutes §255.05 on the COUNTY's form and from a surety meeting the COUNTY's requirements.
- C. Name the COUNTY as additional insured and/or third party beneficiaries to all insurance policies and co-obligees on all bonds.
- D. Indemnify and hold harmless the COUNTY using standard indemnity provisions set forth in Section 9.2 herein.

Section 4.07 Changes to Work of Art

ARTIST may not reduce the scope of the Work of Art or materially alter the original design or intent without written approval of COUNTY.

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 Contractor 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.

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. ARTIST shall require its Contractor to provide customary warranties of quality will enforce said warranties and will name the County as a third party beneficiary of all such warranties. The foregoing notwithstanding, the ARTIST shall be obligated to enforce the provisions of each Installation Contract as set forth herein. 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

The ARTIST shall deliver to the COUNTY, for acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the COUNTY under this Agreement.

The COUNTY and the ARTIST shall comply with the provisions of Chapter 119, Florida Statutes (Public Records Law).

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representation made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

Upon completion of the Final Construction Drawings and Final Acceptance by the

COUNTY, all materials developed by the ARTIST and submitted to the COUNTY for the purpose of this Agreement shall become the property of the COUNTY. ARTIST shall maintain ownership of their copyrights. 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 Right of Ownership

ARTIST expressly reserves every right available to ARTIST under the Federal Copyright Act, Visual Artists Rights Act of 1990, VARA and other applicable statutes to control the making or dissemination of copies or reproductions of the designed Work(s) of Art, except the rights which are limited by this Agreement.

In the event that Artist prevails in any dispute with the COUNTY over the ownership or display of the Work(s) of Art, ARTIST agrees that ARTIST'S sole and exclusive remedy shall be to have COUNTY permit the Artist to remove the Work(s) of Art and, upon returning to the COUNTY any consideration given by the COUNTY for the Work(s) of Art, retain possession of the Work(s) of Art.

ARTIST certifies that the designed Work(s) of Art created pursuant to this Agreement is a unique work of art and has not been and will not be substantially duplicated by the ARTIST. ARTIST may utilize photographs or other reproductions of the Work(s) of Art in marketing materials or as representative samples of the ARTIST's work. ARTIST agrees to include on or in any form of reproduction of the designed Work(s) of Art initiated or authorized by the ARTIST, a credit to the COUNTY, stating that the designed Work(s) of Art was commissioned by the COUNTY and owned by the COUNTY. COUNTY retains the right to publish and distribute photographs, drawings or other forms of reproductions of the designed Work(s) of Art as installed and formally accepted by the COUNTY, for reference, promotional, educational and scholarly purposes. The COUNTY agrees to make no commercial use of the designed Work(s) of Art without the ARTIST's written consent. In all cases, the Work(s) of Art shall be credited to ARTIST.

The terms of this Section 7.04 shall survive termination or expiration of this Agreement.

Section 7.05 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.

Section 7.06 Alteration of Work(s) of Art

ARTIST acknowledges that the designed Work(s) of Art will be installed at, and integrated into the Palm Beach County Convention Center Courtyard facility.

The COUNTY will not alter, relocate, modify or change the Work(s) of Art without making adequate attempt to contact the ARTIST or the ARTIST's estate for written authorization regarding the proposed alteration, modification or change. Such authorization shall not be unreasonably withheld.

In the case of Work(s) of Art which are specifically created for a site or which are integral to the design or construction of a building, COUNTY will not alter, modify, or change the Work(s) of Art and/or the site without reaching agreement with the ARTIST regarding the proposed change, alteration, or modification.

In the event that the COUNTY deems it necessary to deaccession, decommission, or remove a Work(s) of Art, in accordance with Visual Artists Rights Act of 1990, VARA, the COUNTY shall make adequate attempt to contact the ARTIST with the offer of the first right of refusal to purchase his/her Work(s) of Art, providing it stands alone and is not integrated into a larger piece.

The COUNTY will reach agreement with the ARTIST on all repairs and restoration other than ordinary maintenance which are made during the lifetime of the ARTIST. To the extent practical, the ARTIST shall be given the opportunity to accomplish such repairs and restoration at a reasonable fee.

If COUNTY and the ARTIST cannot agree regarding alterations or repairs, COUNTY may accomplish such changes as it deems necessary. In that event, COUNTY agrees to no longer represent the Work(s) of Art as that of the ARTIST, upon receipt of written request to that effect from the ARTIST.

The terms of this Section 7.06 shall survive termination or expiration of this Agreement.

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 8 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/INDEMNIFICATION**

Section 9.01 Insurance

The ARTIST shall arrange and/or ensure that all parties 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 Contractor, 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. ARTIST shall require the Contractor, and any other parties performing work in connection with this Agreement 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 the Contractor, and any other parties performing work in connection with this Agreement , 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.

Should any of the work hereunder involve the hauling and/or rigging of property in excess of \$500,000.00 or \$250,000.00 in transit, ARTIST shall procure and maintain "all risk" Transit or Motor Truck Cargo insurance, or similar form of coverage, insuring against physical damage or loss to the property being transported, stored, moved or handled by ARTIST or any contractor or subcontractor, subject to the limits, terms and conditions set forth in the table below.

Should any of the work hereunder involve aircraft (fixed wing or helicopter) owned or operated by ARTIST or the Contractor, and any other parties performing work in connection with this Agreement, 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 and three (3) copies to:
Palm Beach County Facilities Development & Operations
2633 Vista Parkway
West Palm Beach, FL 33411
Attn: Audrey Wolf, Director

The ARTIST shall deliver any original notices of cancellation, termination or alteration of such policies and three (3) copies to:
Palm Beach County Facilities Development & Operations
2633 Vista Parkway
West Palm Beach, FL 33411
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	Not Required.	
If work involves watercraft owned or operated by ARTIST, Protection and Indemnity Coverage	\$5,000,000 per occurrence	
If work involves hauling and/or rigging of property in excess of \$500,000 "All Risk" Transit or Motor Truck Cargo or similar form of insurance	Replacement cost coverage for highest value involved. Must contain a Waiver of Subrogation in favor of County.	
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	Not less than \$100,000/\$300,000 Bodily Injury and \$50,000 Property Damage	\$1,000,000 per occurrence
Builder's Risk "All Risk" including flood, wind and water damage. Policy must specifically eliminate "Occupancy Clause" - must be endorsed to cover until final acceptance of project by the County. Sub-limits for any coverages are not acceptable if they are less than the total value of the project.	Not Required.	
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 Attn: Audrey Wolf, Director Project Location: Palm Beach County Convention Center Project Number: 17221 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.	

Section 9.02 Indemnification

The ARTIST shall indemnify and save harmless the COUNTY, its officers, agents, servants and employees from and against all claims, liability, damages, losses, and/or cause of action including reasonable attorneys' fees, which may arise from any breach of contract, negligent act, error or omission of the ARTIST, its officers, employees, agents, contractors, subcontractors or anyone acting under their authority and control in the performance of this Agreement. The indemnity obligations of this section shall not apply to damages or injury to the extent caused by the negligence or willful misconduct of COUNTY, or its officers, employees, or agents.

The provisions of this Section 9.02 shall survive the termination of this Agreement.

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:

Susan Narduli
Narduli Studio
1307 Westwood Blvd. #201
Los Angeles, CA 90024

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 Office of the Inspector General

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Office of the Inspector General's authority includes but is not limited to the power to review past, present and proposed County

contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the ARTIST, its officers, agents, employees and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 – 2-440, and punished pursuant to Section 126.69, Florida Statutes, in the same manner as a second degree misdemeanor.

Section 11.08 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 11.09 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 11.10 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 11.11 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 11.12 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 11.13 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 11.14 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.

Section 11.15 Non-Discrimination

The ARTIST warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity and expression, or genetic information.

The ARTIST has submitted to COUNTY a copy of its non-discrimination policy which is consistent with the above paragraph, as contained in Resolution R-2014-1421, as amended, or in the alternative, if the ARTIST does not have a written non-discrimination policy, it has acknowledged through a signed statement provided to COUNTY that its non-discrimination policy is in conformance with the County's Non-Discrimination Policy and Resolution.

Section 11.16 Third Party Beneficiaries

No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement.

THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK

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: _____
Melissa McKinlay, Mayor

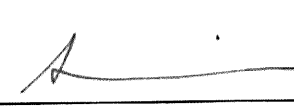
APPROVED AS TO FORM AND LEGAL
SUFFICIENCY

APPROVED AS TO TERMS AND
CONDITIONS

By:  _____
Senior Assistant County Attorney

By:  _____
Director of Facilities Dev & Ops

 _____
Witness signature)

 _____
Artist Signature

Chris Richard
Witness print

Susan Narduli
Artist's name printed

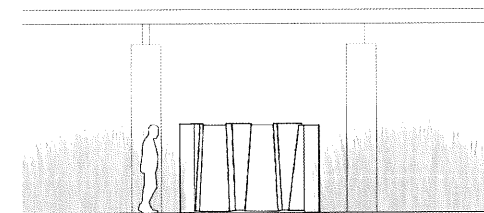
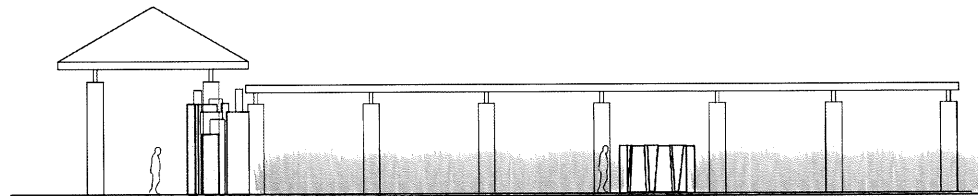
Exhibit 1
Artist Proposal



CONVENTION CENTER NORTH ELEVATION



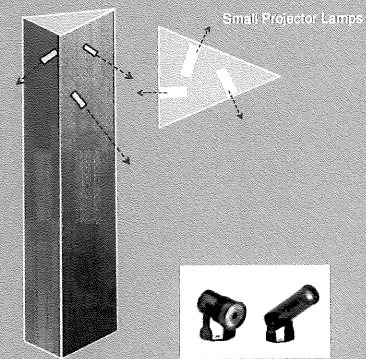




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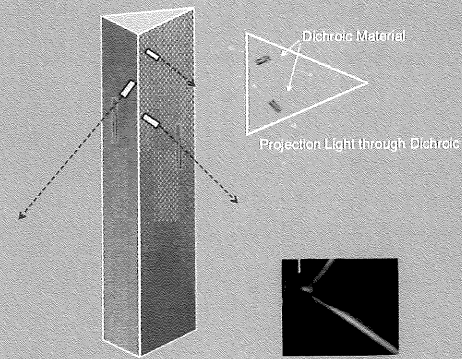
COURTYARD EAST GATE TO COLONNADE

light PLAY: fixtures



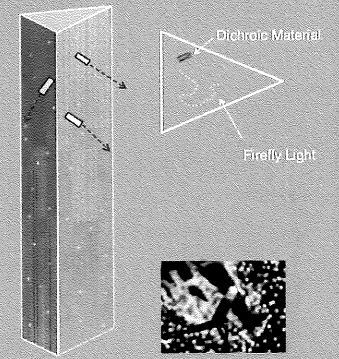
PROJECTION LAMPS

Small Lights Placed
Within Sculpture



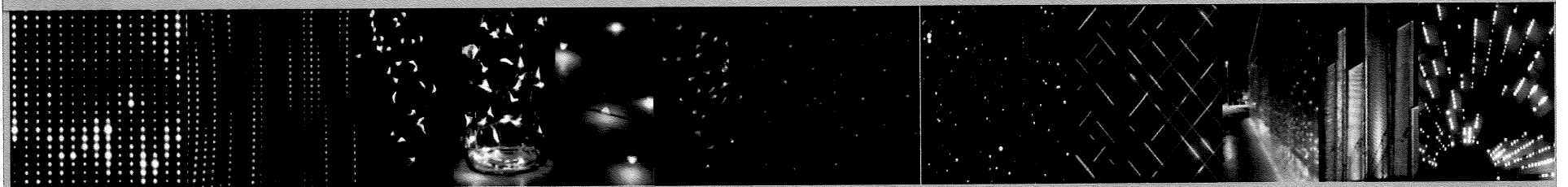
DICHROIC GLASS

Dichroic Fragments
Placed Randomly for
Color Day and Night



FIREFLY LIGHTS

Sparkle Effect with
Solar Activated Firefly
Lighting Fixture



Light PLAY
Palm Beach County Convention Center

Narduli Studio and Horton Lees Brogden

We imagine an artwork that is part physical, part magic. Always changing, it comes and goes, revealing itself through shifts in light and time of day.

Light PLAY is site-specific.

The artwork takes its formal inspiration from the architecture of the Palm Beach County Convention Center. It re-conceptualizes the strong vertical rhythm seen in the building entry colonnade and its tall rows of Palm Trees.

Light PLAY provides counterpoint to the “Wave”, an iconic sculpture in bold strokes. It is human scale and meant to be experienced slowly, at eye level and in a personal way.

What binds a community is complex. We conceived of Light PLAY as a LINK BETWEEN THE DIVERSE COMMUNITIES of Palm Beach County from the Everglades National Park to the metropolitan areas, from the suburban and agricultural districts to the coastline. It uses the dynamic power of light as a form of expression. It bridges demographics and time to become a means to shared common experience.

In Light PLAY, we are exploring the use of light - natural and artificial - as a layer that creates both a narrative and an active day/night presence. Because it is interactive, it fosters personal engagement within the public space.

The artwork takes its life from the path of the sun throughout the day. Sunlight sends patterns of light that track its rhythms. Dichroic lenses placed within the perforated forms cast ever-changing colors tied to time of day and season. Photovoltaics capture the sun's rays throughout the day. As the sun sets, the stored energy becomes the vehicle for the artwork, creating a self-sustaining dynamic layer of firefly light that recalls nighttime adventures in the Palm Beach County Wetlands.

Light PLAY uses new technologies to explore and capture narrative possibilities. Through a process of data analysis and visualization the artwork will translate the cycles of the sun and moon as experienced in Palm Beach County into patterns.

We envision the artwork as a “veil”- an interface between the PUBLIC and PRIVATE space. The long row of sculptural forms creates a visual and physical separation between the courtyard and the day to day goings on in the public areas. In the evening, lighting from within highlights the artwork and creates ambient light for the courtyard, a magical environment with glimpses into the world beyond.

Light PLAY connects us to our environment and creates an iconic and dynamic experience for the passersby and visitors to the Convention Center. It captures the daily rhythms of PALM BEACH COUNTY and makes them visible.

Exhibit 2
Design Requirements

- Iconic light sculpture screens and gates create a unique sense of place along Okeechobee Boulevard and within the Palm Beach County Convention Center's Courtyard
- Sculptures offer seclusion from Courtyard's surroundings, visually blocking traffic and limiting public access
- Illuminated signature sculptures enhance the Convention Center's street presence day through evening for passersby and Convention Center patrons to enjoy
- Light sculpture's materials require minimal maintenance and withstand intense local environment (sun, high winds, salty moist air, and rain)
- Artwork complements the architecture, style, scale, medium and integrity of the Center's facility & surroundings

Exhibit 3
Project Budget

Description	Contract Total	% Complete	Value in Place	Prev. Billed	Amount Due	Contract Balance
DESIGN DEVELOPMENT	10,000					
CONSTRUCTION DOCUMENTS	14,000					
CAD, ENGINEERING /PERMITTING	25,000					
SHOP DRAWING COORDINATION	3000					
SCREEN AND GATE MATERIALS	75,000					
SCREEN AND GATE FABRICATION	40,500					
LIGHT FIXTURES & CONTROLS	85,200					
LIGHT INSTALLATION	50,000					
EXISTING COLUMN DEMO	10,000					
SCREEN AND GATE INSTALLATION	60,900					
ARTIST FEE	45,400					
LIGHTING CONSULTANT	20,000					
CONSTRUCTION OVERSIGHT/ PROJECT MANAGEMENT	10,000					
INSURANCE	5,000					
TOTAL	454,000					

Exhibit 4
Project Schedule

<u>Task</u>	<u>Completion By</u>
Notice to Proceed	December 19, 2017
Schematic Design	December 26, 2017
Design Development	January 5, 12018
Construction Documents	February 2, 2018
Submit Permit	February 9, 2018
Shop Drawings	March 1, 2018*
Fabrication	May 13, 2018
Installation	May 24, 2018

* contingent upon Permit approval

Exhibit 5
Materials

Sculptures: Powder-coated Perforated Aluminum, Stainless Steel Hardware, Dichroic Glass

Lighting: Projector Lamps, Firefly lights, Controls

Exhibit 6
Design Reviews and Milestones

Schematic Redesign

Modify light sculpture screens and gates design shown in Exhibit 1 herein to secure the site from public access and fulfill egress requirements so that along the Courtyard's north and east perimeters.

Design Development

Finalize shapes, sizes, locations of light sculpture screens and gates for the Courtyard's north and east perimeters.

Shop Drawings

Preparation of Shop Drawings by fabricator adequate for fabrication of sculptural elements.

Preparation of metal perforation pattern files by Artist adequate for fabrication.

Artist will review Shop Drawings for conformance to design intent.

Construction Documents

Construction Documents as required for permitting of sculptural elements and integrated lighting. Foundations for artwork and electrical to artwork by County.

Exhibit 7
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 Light Play_the Work of Art at the XXX facility, 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 personality 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 8
Warranty of Title

I, _____, guarantee and warrant that the Work of Art created for the _____ facility, 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.

Artist Signature

Artist Printed Name

Date

Exhibit 9
Documentation Worksheet

**This information is required for all Works of Art owned by the COUNTY.
Completion of this worksheet is a condition precedent to Final Payment thereof.**

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:

Date of Birth:

Birthplace / Place of Death:

Citizenship:

Ethnicity/Culture:

ARTWORK INFORMATION

Title:

Discipline:

☐ Painting/Drawing ☐ Sculpture ☐ Ceramic

☐ Fiber Art ☐ Photography ☐ Film/Video

Other _____

Medium:

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.

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>
_____	_____	_____
_____	_____	_____
_____	_____	_____

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: Such as 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 Palm Beach County 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.

Cleaning

Materials

Instructions

Frequency

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

Materials

Sources

Graffiti Protection

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

PUBLICITY INFORMATION

Exhibitions: Exhibition history of the Work of Art. 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.)

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: _____

Location is Exterior and/ or Interior Application (“E” or “I”): _____
