

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

Meeting Date: **September 16, 2025** ☒ **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 (Agreement) with Jing Wei Studio, LLC (Jing Wei) in the amount of \$341,700 for the design, permitting, fabrication and installation of “Open Swim” art installation at the Lake Lytal Aquatic Complex (Project).

Summary: On February 10, 2025, a Finalist Selection Committee comprised of the Public Art Committee, Parks and Recreation Capital Projects Manager and a representative from Harvard Jolly as the project architect; recommended the proposal by artist Jing Wei entitled “Open Swim” as the Art in Public Places installation for the Project. The Agreement provides for all design, permitting, fabrication and installation services required for the installation concurrent with the construction schedule completion of the Project. The Agreement is for a total amount of \$341,700 and duration of 581 days. **Funding is from the Infrastructure Sales Tax fund. (FDO ADMIN) District 3/Countywide (MWJ)**

Background and Justification: Consistent with County policy, a portion of the vertical construction cost of the Project is being committed to an Art in Public Places installation. A total of 55 domestic and international applicants responded to the competitive Call to Artists issued in pursuit of artist proposals for this Project. Ultimately, “Open Swim” was recommended by the Project’s selection committee to fulfill the site and program-specific public art design goals and criteria for the Project as outlined in the Call to Artists. “Open Swim” celebrates the joy of community and the sense of unity that swimming fosters through painted and tile murals. Inspired by community voices, the history of the complex and the local natural environment; the artwork highlights both individual and collective experiences, embracing the variety of families, friends, and swimmers who gather in this space. Local plants and trees intertwine with fluid, dynamic forms, grounding the piece in its environment while highlighting the connection between nature and water. Flowing throughout the pieces is a theme of rhythm—patterns that echo the movement of water, the repetition of strokes, and the collective energy of people in motion. The total cost to professionally design, permit, fabricate and install the artwork, which is the subject of this Agreement, is \$341,700 and said amount was accounted for within the Project’s capital construction budget. The Agreement provides 581 days for final completion of all work and administration in order to align with the facility’s capital construction schedule.

Attachments:

1. Budget Availability Statement
2. Agreement for Art Services

Recommended By: MB [Signature] 8/12/25
Department Director Date

Approved By: Jennifer E. Cully 9/2/25
Deputy County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

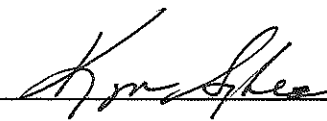
Fiscal Years	2025	2026	2027	2028	2029
Capital Expenditures	\$341,700	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	\$341,700	=====	=====	=====	=====
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget: Yes X No
Does this item include the use of Federal Funds Yes No X
Does this item include the use of State Funds Yes No X

Budget Account No: Fund 3950 Dept 581 Unit T001 Object 6505


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

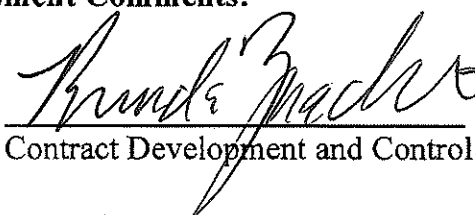
Funding for this project is from the Infrastructure Sales Tax fund

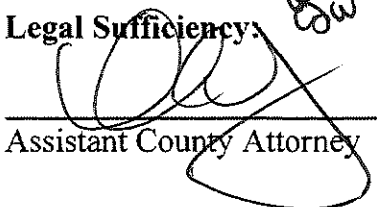
C. Departmental Fiscal Review: 

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

 9/13/2025
OFMB 9A 8/13
8w 8-13-25

 8/21/25
Contract Development and Control 26 8-18-25

B. Legal Sufficiency:  8/21/25
Assistant County Attorney

C. Other Department Review:


Department Director

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

BUDGET AVAILABILITY STATEMENT

REQUEST DATE: 7/3/25

REQUESTED BY: Elayna Toby Singer

PHONE: 233-0235

PROJECT TITLE: Lake Lytal Aquatic Complex
(Same as CIP or IST, if applicable)

IST PLANNING NO.:

ORIGINAL CONTRACT AMOUNT: \$

BCC RESOLUTION#:

REQUESTED AMOUNT: \$341,700.00

DATE:

CSA or CHANGE ORDER NUMBER:

LOCATION: Lake Lytal Aquatic Complex

BUILDING NUMBER:

DESCRIPTION OF WORK/SERVICE LOCATION:

PROJECT/W.O. NUMBER: 2018-036143

CONSULTANT/CONTRACTOR: Jing Wei Studio

PROVIDE A BRIEF STATEMENT OF THE SCOPE OF SERVICES TO BE PROVIDED BY THE CONSULTANT/CONTRACTOR: Design, permit, fabricate, ship and install tiles and painted art on complex's walls.

CONSTRUCTION	\$
PROFESSIONAL SERVICES	\$341,700.00
STAFF COSTS*	\$
EQUIP. / SUPPLIES	\$
CONTINGENCY	\$
TOTAL	\$341,700.00

* By signing this BAS your department agrees to these CID staff charges and your account will be charged upon receipt of this BAS by FD&O. Unless there is a change in the scope of work, no additional staff charges will be billed. If this BAS is for construction costs of \$250,000 or greater, staff charges will be billed as actual and reconciled at the end of the project. If the project requires Facilities Management or ESS staff your department will be billed actual hours worked upon project completion.

BUDGET ACCOUNT NUMBER(S) (Specify distribution if more than one and order in which funds are to be used):

FUND: 3950

DEPT: 581

UNIT: T001

OBJ: 6505

IDENTIFY FUNDING SOURCE FOR EACH ACCOUNT: (check and provide detail for all that apply)

Ad Valorem (Amount \$)	Infrastructure Sales Tax (Amount \$341,700.00)
State (source/type: Amount \$)	Federal (source/type: Amount \$)
Grant (source/type: Amount \$)	Impact Fees: (Amount \$)
Other (source/type: Amount \$)	

Department: Parks and Recreation

BAS APPROVED BY:

DATE

ENCUMBRANCE NUMBER:

ATTACHMENT 1

AGREEMENT FOR ART SERVICES

THIS AGREEMENT is made and entered into on September 16, 2025 by and between Palm Beach County, a political subdivision of the State of Florida, by and through its Board of County Commissioners ("COUNTY") and Jing Wei Studio LLC, organized in the New York and authorized to do business in the State of Florida, whose Federal Tax ID Number is 86-1251085 ("ARTIST").

WHEREAS, the COUNTY desires to commission the ARTIST to create public art for the Lake Lytal Aquatic Center; 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 Jing Wei.

The COUNTY'S Representative for this Agreement shall be the Art in Public Places Administrator, or designee. 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, permitting, fabrication, delivery, installation and final completion of "Open Swim" ("Work of Art") described in the Proposal submitted to and recommended by the Final Selection Panel ("Proposal"), a copy of which is attached hereto as **Exhibit 1** and incorporated herein by this reference in its entirety, and which must be inclusive of the modifications to the Proposal directed by the Final Selection Panel as set forth on Exhibit 1. The Work of Art shall be installed at a general location selected by the COUNTY ("Work Site"). Upon installation and 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 in accordance with Section 2.12 hereof ("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 compliance with the Final Selection

Panel direction contained in **Exhibit 1** and 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. The COUNTY's review shall not be deemed a substitute for approval from any agency or other COUNTY department which issues permits and whose approval of plans and modifications may be required.

Consistent with the Construction Schedule established in Exhibit 4, the ARTIST will submit the following for COUNTY review upon the following milestones:

- **Design Development Plans** – COUNTY will have two weeks after receipt to review. Within this time the COUNTY will 1) provide comments and/or proposed modifications in writing to the ARTIST or 2) approve the plans. If the COUNTY provides comments and/or proposed modifications to ARTIST, the ARTIST will incorporate said comments into a set of revised Design Development plans, and resubmit such revised plans to the COUNTY who will have one week after receipt to review and approve. ARTIST shall resolve all comments and requests for modification by the COUNTY and obtain written approval from the COUNTY prior to the preparation of Construction Documents.
- **Construction Documents** - County will have two weeks after receipt to review and approve. Within this time the COUNTY will 1) provide comments and/or proposed modifications in writing to the ARTIST or 2) approve the plans. If the COUNTY provides comments and/or proposed modifications to ARTIST, the ARTIST will incorporate said comments into a set of revised Construction Documents, and resubmit such revised plans to the COUNTY who will have one week after receipt to review and approve. ARTIST shall resolve all comments and requests for modification by the COUNTY and obtain written approval from the COUNTY prior to proceeding with the permitting process.
- **Art Fabrication and Sample Materials** - County will have one week after receipt to review and approve. Within this time the COUNTY will 1) provide comments and/or proposed modifications in writing to the ARTIST or 2) approve the submittal. If the COUNTY provides comments and/or proposed modifications to ARTIST, the ARTIST will incorporate said comments into the submittal, and resubmit to the COUNTY who will have one week after receipt

to review and approve. ARTIST shall resolve all comments and requests for modification by the COUNTY and obtain written approval from the COUNTY prior to fabrication of the Work of Art.

- **Art Installation** - See Sections 2.12 and 2.13 herein for final acceptance and final documents after installation.

Section 2.11 Permits

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

Section 2.12 Completion by the ARTIST and Final Acceptance by the COUNTY

a. Completion by the ARTIST. The following items shall be completed prior to a request from the ARTIST for inspection for Final Acceptance:

1. Certificate of Completion obtained from the proper building official.
2. All construction and installation completed.
3. Work of Art complete in place and cleaned.
4. Work Site cleared of ARTIST's equipment and supplies.
5. All systems fully functional and demonstrated to COUNTY.

b. Final Acceptance by the COUNTY. When ARTIST considers the installation of the Work of Art complete, the ARTIST shall notify the COUNTY's Art in Public Places (AiPP) Administrator. The AiPP Administrator shall inspect the Work of Art within a reasonable time after ARTIST's notice. If the AiPP Administrator determines that aspects of the work are not in compliance with this Contract, then the AiPP Administrator will provide the ARTIST with a list of items to be corrected by the ARTIST within thirty (30) days of ARTIST's receipt of the list. If the AiPP Administrator determines that the Work of Art is complete and in compliance with the terms of this Contract, including completed corrective action, if any, then the ARTIST will provide to the AiPP Administrator:

1. Final Invoice;
2. Final Release (**Exhibit 8**)
3. Warranty of Title (**Exhibit 9**)
4. Documentation Worksheet (**Exhibit 10**)
5. Final Documents as described in Section 2.13

Whereupon, the AiPP Administrator will approve final payment under the terms of Section 3.02. Neither Final Acceptance nor final payment therefor shall relieve ARTIST of its responsibility for defective work under Section 5.02 or responsibility for full contract compliance.

Upon final payment, ARTIST will submit to the AiPP Administrator the executed Bill of Sale / Transfer of Title attached hereto as **Exhibit 11**.

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. At least ten (10) different viewpoints of the completed Work of Art in 300dpi JPEG images; 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

Upon COUNTY request the ARTIST shall support the COUNTY'S community outreach program by providing an education lecture/workshop to the public about the process of designing, fabricating and installing the Work of Art. Upon COUNTY request 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 \$341,700 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 no more frequently than monthly, 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;
2. Photographic evidence of the current state of work for which payment is requested, including the stage of completion for any work performed off-site (e.g. material procurement, fabrication, packaging for shipment). COUNTY reserves the right, in its sole and absolute discretion, to withhold payment for work partially complete until such time that a meaningful stage of completion is achieved in accordance with the Schedule of Contract Values;
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;
4. Subcontractor Activity Form (**Exhibit 12**) documenting subcontractor activity during the period for which the ARTIST is requesting payment; and
5. Subcontractor Payment Certification (**Exhibit 13**) documenting payment to subcontractors when the COUNTY has paid the ARTIST on a prior invoice for services provided by a subcontractor.

The invoices and supporting documentation shall be submitted to the COUNTY'S Art in Public Places Administrator. ARTIST invoices which have to be returned because of preparation errors by ARTIST 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 or designee, 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.

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(l), 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 and Liquidated Damages

a. Notice to Proceed. 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, which Notice to Proceed when issued will become part of the contract documents. The Work of Art shall be completed within 581 days of the Notice to Proceed and in accordance with the Construction Schedule approved by the COUNTY.

b. Time Extensions. Time extensions may be granted by the COUNTY in the event of Excusable Delays as defined below. The County's Director, Facilities Development and Operations may authorize time extensions under this terms of this Contract on a cumulative basis not to exceed thirty (30) days.

c. Liquidated Damages. Liquidated Damages are \$80/day for failure to complete installation in accordance with the Construction Schedule or approved extension thereof.

COUNTY and ARTIST agree that time is of the essence in the performance of this Agreement and agree that the damages which COUNTY will suffer in the event that ARTIST finishes the Work of Art after the time set forth in the Notice to Proceed are certain but will be difficult, if not impossible, to quantify. Therefore, ARTIST and COUNTY agree that the rate set forth above is a reasonable estimate of the amount of damages which COUNTY will suffer in the event ARTIST does not achieve completion within the time (including any authorized extensions) set forth in the Notice to Proceed. ARTIST and COUNTY agree that these liquidated damages shall be assessed as damages, and that they are not, and shall never be considered to be, a penalty.

d. Excusable Delays. The ARTIST shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the ARTIST or its subcontractors and without their fault or negligence. Such causes include, but are not limited to, acts of God, force majeure, natural or public health emergencies, labor disputes, freight embargoes, and abnormally severe and unusual weather conditions. Upon the ARTIST's request, the COUNTY shall

consider the facts and extent of any failure to perform the work and, if the ARTIST's failure to perform was without it or its subcontractors fault or negligence, the Construction Schedule and/or any other affected provision of this Contract shall be revised accordingly, subject to the COUNTY'S rights to change, terminate, or stop any or all of the work at any time.

ARTIST and COUNTY acknowledge the terms of this "Excusable Delays" provision; however ARTIST also acknowledges that this Contract is being issued during a time of supply chain disruptions and inflation and ARTIST has considered the impact of such conditions on the Construction Schedule and its performance of the terms of this Contract and ARTIST shall not request a time extension or invoke this "Excusable Delays" provision for causes and events known at the time of execution of this Contract.

e. COUNTY Delays. If ARTIST's services under this Contract are delayed or suspended in whole or in part by COUNTY for more than nine (9) months for reasons beyond ARTIST's control, ARTIST may be entitled to an adjustment in compensation to the extent of any documented and verified costs actually, reasonably and necessarily incurred by ARTIST due to any such COUNTY delay; but in no event shall COUNTY be liable for any lost profits, lost opportunity damage or consequential damages.

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 apparent 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 apparent defects in

the 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 and COUNTY agree that the provisions of this Section shall apply.

The ARTIST shall select a properly licensed contractor to assist ARTIST with the permitting, construction 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.

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. Mon.-Fri.) 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 9** 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 5.02 shall survive termination or expiration 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 7.01 shall survive termination or expiration 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 Payment by the COUNTY.

This Section 7.03 shall survive termination or expiration 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, both as depicted in the conceptual drawings and 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 Lake Lytal Aquatic Center.

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 10** 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 8.01 shall survive termination or expiration 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 8.02 shall survive termination or expiration of this Agreement.

**ARTICLE IX
INSURANCE/INDEMNIFICATION**

Section 9.01 Insurance

Section 9.01 Insurance

ARTIST shall, at its sole expense, maintain in effect at all times during the term of this Agreement insurance coverage with limits not less than those set forth in the table below. Coverage shall be provided by insurers acceptable to COUNTY. ARTIST shall deliver to COUNTY, Certificate/s of Insurance in accordance with the terms in the table below, evidencing that such policies are in force prior to execution of the Agreement by COUNTY, prior to commencing work on the Project, within five (5) business days of a written request by COUNTY, and/ or upon expiration of any required coverage. ARTIST shall notify COUNTY within ten (10) days of any cancellation or non-renewal of required coverage. Unless the expired or non-renewed coverage is replaced prior to the cancellation effective date, COUNTY may suspend the Work until replacement coverage is evidenced and approved by COUNTY. Where applicable, coverage shall apply on a primary and non-contributory basis.

Workers' Compensation insurance. ARTIST shall provide Workers' Compensation insurance, including coverage for Employer's Liability in accordance with the minimum limits forth in the table below, or proof of exemption in accordance with Florida Statutes, Chapter 440.

Commercial General Liability insurance. ARTIST shall provide Commercial General Liability insurance in accordance with the minimum limits forth in the table below.

Watercraft Liability insurance. Should any of the work hereunder involve use of a watercraft owned or operated by ARTIST, ARTIST shall provide Protection and Indemnity coverage in accordance with the minimum limits forth in the table below.

Business Automobile Liability insurance. ARTIST shall provide Comprehensive Automobile Liability insurance covering all owned, non-owned and hired automobiles in accordance with the minimum limits forth in the table below.

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

Additional Insured Endorsement. All required policies excluding the Workers' Compensation coverage shall be endorsed to include, "Palm Beach County Board of County Commissioners" as an Additional Insured. The Additional Insured shall be indicated on the Certificate of Insurance.

No Representation of Coverage Adequacy. Neither the requirements contained herein nor COUNTY'S approval of insurance coverage to be maintained by ARTIST, shall limit or qualify the liabilities and obligations assumed by ARTIST under this Agreement.

Insurance Requirements for Subcontractor/s. ARTIST shall require subcontractors to provide commercial general liability, business automobile liability and workers' compensation insurance coverage and to include, "Palm Beach County Board of County Commissioners" as an Additional Insured on the Commercial General Liability and Business Automobile Liability policies. Proof of coverage shall be obtained by ARTIST prior to subcontractor's/s' work on the project, and shall be evidenced to COUNTY within five (5) business days of a written request.

INSURANCE REQUIREMENTS

The ARTIST shall provide at least the following insurance limits:

MINIMUM REQUIRED INSURANCE COVERAGE	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 Coverage: Premises/Operations Independent Contractors Products/Completed Operations Contractual Liability Broad Form Property Damage	\$500,000 per occurrence	\$1,000,000 per occurrence
Workers' 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 \$500,000/\$500,000/\$500,000	
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	
Business Automobile Liability Combined Single Limit Bodily Injury and Property Damage Must include all owned, hired and nonowned 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. Sublimits for any coverage are not acceptable if they are less than the total value of the project.	Not Required.	
Certificates of Insurance	Must indicate Palm Beach County Board of County Commissioners as an Additional Insured for all coverage except Workers' Compensation b. Must indicate as Certificate Holder: Palm Beach County Board of County Commissioners Capital Improvements Division 2633 Vista Parkway West Palm Beach, FL 33411 Attn: Isami Ayala-Collazo Director Project Name: Lake Lytal Aquatic Complex Project #:17218	

Section 9.02 Indemnification

The ARTIST shall protect, defend, reimburse, indemnify and hold COUNTY, its agents, employees and elected officers harmless from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including reasonable attorneys' fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of ARTIST's performance of the terms of this Agreement or due to the acts or omissions of ARTIST.

The provisions of this Section 9.02 shall survive the termination or expiration 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 the approval and execution by both parties ("Commencement Date") and continue until completion of all phases of work or until the earlier termination of this Agreement as provided for herein.

Section 10.02 Termination

This Agreement may be canceled by the ARTIST upon sixty (60) days prior written notice to the COUNTY in the event of substantial failure by the COUNTY to perform in accordance with the terms of this Agreement through no fault of the ARTIST. It may also be terminated, in whole or in part, by the COUNTY, with cause upon five (5) business day's written notice to the ARTIST or without cause upon ten (10) business day's written notice to the ARTIST. Unless the ARTIST is in breach of this Agreement, the ARTIST shall be paid for services rendered to the COUNTY's satisfaction through the date of termination. In no event, whether termination is with or without cause, shall the COUNTY be liable for any lost profits, lost opportunity damage, or consequential damages. After receipt of a termination notice and except as otherwise directed by the COUNTY, the ARTIST shall:

- a. Stop work on the date and to the extent specified.
- b. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- c. Transfer all work in process, completed work, and other materials related to the terminated work to the COUNTY.
- d. Continue and complete all parts of the work that have not been terminated.

Should a termination for breach later be declared wrongful, said termination shall be considered and treated as a termination without cause.

**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

The COUNTY and the ARTIST agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the 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. All notices required in this Agreement shall be sent by certified mail, return receipt requested, hand delivery or other delivery service requiring signed acceptance. If sent to the COUNTY, notices shall be addressed to:

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

With a copy to:
County Attorney’s Office
301 North Olive Ave, Suite 601
West Palm Beach, Fl. 33401

If sent to the ARTIST, notices shall be addressed to:

Jing Wei Studio LLC
37 Greenpoint Ave Ste 409
Brooklyn, NY 11222
Vendor Number VS0000035212

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 Access and Audits; Office of the Inspector General

The ARTIST shall maintain adequate records to justify all charges, expenses, and costs incurred

in estimating and performing the work for at least five (5) years after completion or termination of this Agreement. The COUNTY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the ARTIST'S place of business.

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 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

Section 11.08 Severability

If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the 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

Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if the ARTIST: (i) provides a service; and (ii) acts on behalf of the COUNTY as provided under Section 119.011(2) F.S., the ARTIST shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time. The ARTIST is specifically required to:

A. Keep and maintain public records required by the COUNTY to perform services as provided under this Agreement.

B. Upon request from the COUNTY's Custodian of Public Records, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. The ARTIST further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach COUNTY PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.

C. Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement, if the ARTIST does not transfer the records to the public agency.

D. Upon completion of the Agreement the ARTIST shall transfer, at no cost to the COUNTY, all public records in possession of the ARTIST unless notified by COUNTY's

representative /liaison, on behalf of the COUNTY's Custodian of Public Records, to keep and maintain public records required by the COUNTY to perform the service. If the ARTIST transfers all public records to the COUNTY upon completion of the Agreement, the ARTIST shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the ARTIST keeps and maintains public records upon completion of the Agreement, the ARTIST shall meet all applicable requirements for retaining public records. All records stored electronically by the ARTIST must be provided to COUNTY, upon request of the COUNTY's Custodian of Public Records, in a format that is compatible with the information technology systems of COUNTY, at no cost to COUNTY.

Failure of the ARTIST to comply with the requirements of this article shall be a material breach of this Agreement. COUNTY shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate for cause. ARTIST acknowledges that it has familiarized itself with the requirements of Chapter 119, F.S., and other requirements of state law applicable to public records not specifically set forth herein.

IF THE ARTIST HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE ARTIST'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, PLEASE CONTACT THE BUSINESS AND COMMUNITY AGREEMENTS MANAGER, FACILITIES DEVELOPMENT & OPERATIONS, 2633 VISTA PARKWAY, WEST PALM BEACH, FL 33411 OR BY EMAIL AT FDORECORDSREQUEST@PBCGOV.ORG OR BY TELEPHONE AT 561-233-5252.

Section 11.11 Public Entity Crimes

As provided in F.S. 287.132-133, by entering into this Agreement or performing any work in furtherance hereof, the ARTIST certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, 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 hereof. This notice is required by F.S. 287.133(3)(a).

Section 11.12 Independent Contractor Relationship

The ARTIST is, and shall be, in the performance of all work services and activities under this Agreement, an independent contractor, and not an employee, agent, or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the ARTIST'S sole direction, supervision, and control. The ARTIST shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the ARTIST'S relationship and the relationship of its employees to the COUNTY shall be that of an independent contractor and not as employees or agents of the COUNTY.

The ARTIST does not have the power or authority to bind the COUNTY in any promise, agreement or representation.

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.

Section 11.14 Non-Discrimination

The COUNTY is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2025-0748, as may be amended, the ARTIST warrants and represents that throughout the term of this Agreement, including any renewals thereof, if applicable, 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, or genetic information. Failure to meet this requirement shall be considered default of this Agreement.

Section 11.15 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.

Section 11.16 Scrutinized Companies

A. As provided in F.S. 287.135, by entering into this Agreement or performing any work in furtherance hereof, the ARTIST certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies that boycott Israel List, or is engaged in a boycott of Israel, pursuant to F.S. 215.4725. Pursuant to F.S. 287.135(3)(b), if ARTIST is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, this Agreement may be terminated at the option of the COUNTY.

B. When contract value is greater than \$1 million: As provided in F.S. 287.135, by entering into this Agreement or performing any work in furtherance hereof, the ARTIST certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473 or is engaged in business operations in Cuba or Syria.

If the COUNTY determines, using credible information available to the public, that a false certification has been submitted by ARTIST, this Agreement may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Agreement shall be imposed, pursuant to F.S. 287.135. Said certification must also be submitted at the time of Agreement renewal, if applicable.

Section 11.17 E-Verify – Employment Eligibility

ARTIST warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended, and that it: (1) is registered with the E-Verify System (E-Verify.gov) and uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers; and (2) has verified that all of ARTIST's subcontractors performing the duties and obligations of this Agreement are registered with the E-Verify System, and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

ARTIST shall obtain from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in section 448.095(1)(k), Florida Statutes, as may be amended. ARTIST shall maintain a copy of any such affidavit from a subcontractor for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this Agreement which requires a longer

retention period.

COUNTY shall terminate this Agreement if it has a good faith belief that ARTIST has knowingly violated Section 448.09(1), Florida Statutes, as may be amended. If COUNTY has a good faith belief that ARTIST's subcontractor has knowingly violated section 448.09(1), Florida Statutes, as may be amended, COUNTY shall notify ARTIST to terminate its contract with the subcontractor and ARTIST shall immediately terminate its contract with the subcontractor. If COUNTY terminates this Agreement pursuant to the above, ARTIST shall be barred from being awarded a future contract by COUNTY for a period of one (1) year from the date on which this Agreement was terminated. In the event of such contract termination, ARTIST shall also be liable for any additional costs incurred by COUNTY as a result of the termination.

Section 11.18 - Disclosure of Foreign Gifts and Contracts with Foreign Countries of Concern.

Pursuant to section 286.101, Florida Statutes as may be amended, by entering into this Contract or performing any work in furtherance thereof, the ARTIST certifies that it has disclosed any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern where such interest, contract, or grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five (5) years.

Section 11.19 – Human Trafficking Affidavit

ARTIST warrants and represents that it does not use coercion for labor or services as defined in section 787.06, Florida Statutes. ARTIST has executed Exhibit 14, Nongovernmental Entity Human Trafficking Affidavit, which is attached hereto and incorporated herein by reference.

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IN WITNESS WHEREOF, the parties have executed this Agreement on day and year set out above.

ATTEST:
MICHAEL A. CARUSO
CLERK & COMPTROLLER

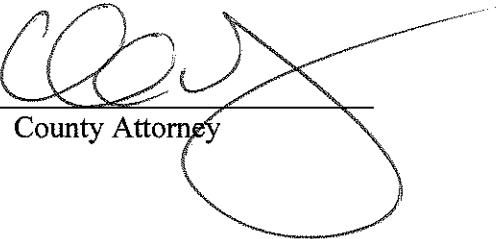
PALM BEACH COUNTY,
A Political Subdivision of the State of
Florida
BOARD OF COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Maria G. Marino, Mayor

APPROVED AS TO
LEGAL SUFFICIENCY

APPROVED AS TO TERMS
AND CONDITIONS

By:  _____
County Attorney

By:  8/12/25
Jason Crosby, Acting Director, FD&O

WITNESS:

ARTIST: Jing Wei Studio LLC

By:  _____
Signature

By:  _____
Signature

By: Limin Yang
Name (type or print)

By: Jing Wei
Name (type or print)

By: Artist
Title

Exhibit 1
Artist Proposal

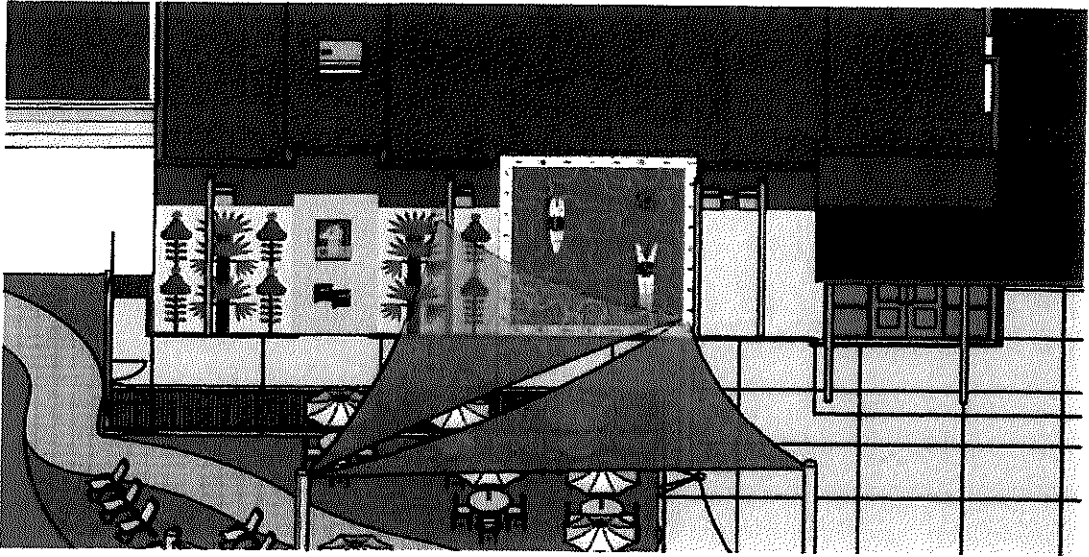
Open Swim celebrates the joy of community and the sense of unity that swimming fosters. Inspired by community voices, the history of the complex and the local natural environment, the artwork highlights both individual and collective experiences, embracing the diversity of families, friends, and swimmers who gather in this space. Local plants and trees intertwine with fluid, dynamic forms, grounding the piece in its environment while highlighting the connection between nature and water. Flowing throughout the pieces is a theme of rhythm—patterns that echo the movement of water, the repetition of strokes, and the collective energy of people in motion. Bold, bright colors and dynamic compositions create a visually striking environment, with layered details and Easter eggs that invite discovery upon each visit. It is not only a collection of colorful walls, but a magical world in which visitors can immerse themselves when they visit the Lake Lytal Aquatic Complex.

Concepts art images shown below will be amended in Design Development phase to accommodate updated building elevations, and project team input.

Building 1 Concept Artwork



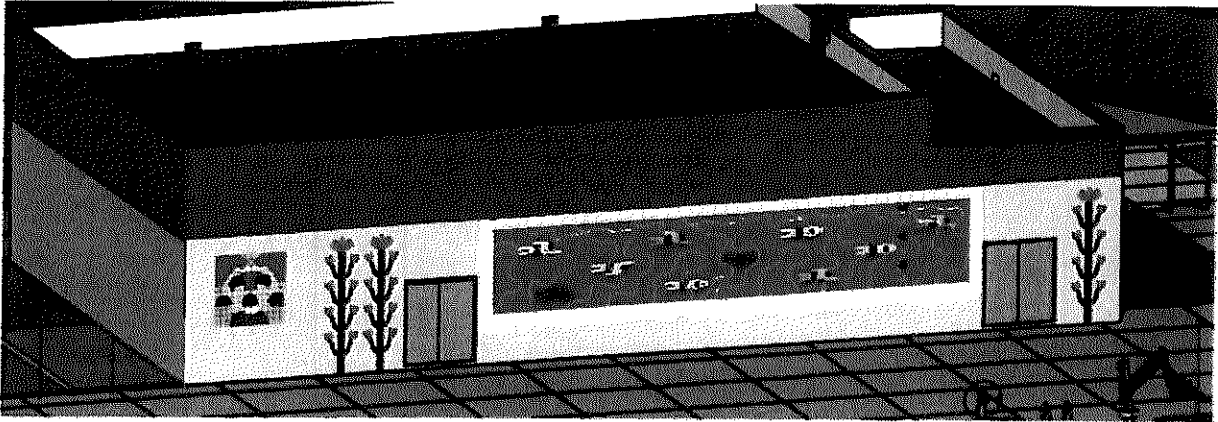
Building 2 Concept Artwork



Building 3 Concept Artwork



Building 4 Concept Artwork



UPDATED BUILDING ELEVATIONS.
Updated art locations shown in orange. All remaining walls not shown in orange, artist to provide recommendations for paint wall color scheme.

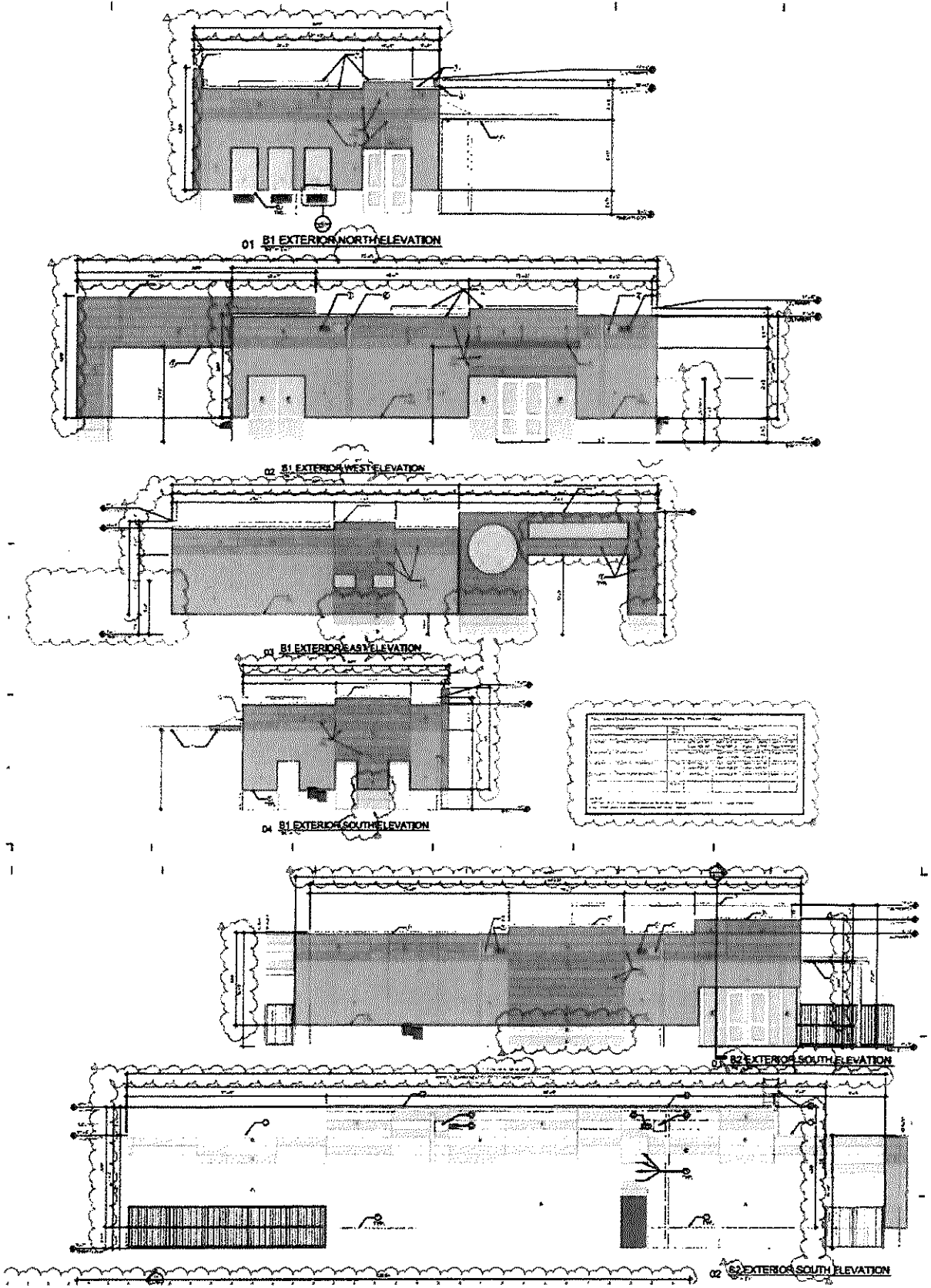


Exhibit 2
Design Requirements

- Art will support Parks and Recreation staff's efforts to create a welcoming, vibrant environment for all individuals and groups that use the Complex.
- Art will be inspired by recreational aquatic activities, as well as by the Lake Lytal Lightning Swim Team who competes at the facility.
- Art will include a cohesive design aesthetic that flows throughout and unifies the entire Complex.
- Art will provide visual interest that invites new discoveries for repeat visits.
- Wall art materials will be durable, require minimal maintenance and withstand the intense local environment (sun, high winds, salty moist air, and rain).
- Art materials must tolerate long exposure to moisture due to the Complex's activities.
- Art will complement the facility's architectural style and scale.

Exhibit 3
Schedule of Contract Values

Description	Contract Total	% Complete	Value in Place	Prev. Billed	Amount Due	Contract Balance
ARTIST FEE	\$34,170					
DESIGN DEVELOPMENT	\$25,000					
CONSTRUCTION DOCUMENTS	\$12,000					
MATERIALS	\$13,000					
PERMIT	\$100					
FABRICATION/ SHIPPING	\$98,780					
INSTALLATION	\$154,350					
INSURANCE	\$600					
PHOTOGRAPHY	\$3,700					
TOTAL	\$341,700					

EXHIBIT 4
CONSTRUCTION SCHEDULE

<u>Task</u>	<u>Start Date</u>	<u>Duration</u>
Notice to Proceed	10/7/25	1 day
Design Development (DD)	10/8/25	61 days
DD County Review	12/7/25	7 days
Construction Documents (CD)	12/14/25	45 days
CD County Review	1/28/26	7 days
Permit	2/4/26	120 days
Sample Material County Review	3/9/26	7 days
Fabrication	6/4/26	120 days
Shipping	10/1/26	31 days
Installation	10/31/26	46 days
Break	12/15/26	49 days
Installation	2/1/27	59 days
Close-Out	3/31/27	28 days
Completion	4/21/27	

Exhibit 5
Subcontractors

Tile Fabricator:

Tile Artisans Digital Imaging, LLC
PO Box 786 High Springs, FL 32655
info@tileartisans.com
(800) 601-4199

Tile Installer:

J & R Tile, Inc.
73 Kinder Dr, San Antonio, TX, 78212
erin@landrtile.com
(210) 349-8145

Exhibit 6
Materials

Tiles: High-gloss tiles fired at 1650 degrees F 12" tiles are 5/16" thick; 6" tiles are 1/4" thick.

Laticrete grout: A silicone-based grout sealant will be applied to the grout joints after the grout is cured; this allows dirt and graffiti to be more easily removed from the grout joints

Paint: Sherwin-Williams Latitude Exterior Acrylic Latex Paint 2-3 coats per color plus UV protective clear

Exhibit 7
Design Reviews and Milestones

County Review/Approve Design Development Plans

County Review/Approve Construction Documents

County Review/Approve Art Fabrication, including material samples

County Review/Approve Art Installation

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 \$341,700 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 "Open Swim" at Lake Lytal Aquatic Center 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 instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this ____ day of ____, 20____ by _____ who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

_____, NOTARY PUBLIC IN AND FOR THE COUNTY OF _____,
_____, STATE OF _____

Exhibit 9
Warranty of Title

I, _____, guarantee and warrant that the Work of Art created for Palm Beach County 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 10
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:

Mailing Address:

Email Address:

Phone Number:

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”): _____

Exhibit 11
Bill Of Sale / Transfer of Title

ARTIST:

COUNTY: Palm Beach County

ARTIST in consideration of compensation fully paid does hereby sell, transfer and convey to COUNTY the title to the following Work(s) of Art:

Title:

Created By:

Edition:

Medium or Materials

Size or Dimensions:

Date Created or Completed:

ARTIST hereby warrants that is the lawful owner of said Work(s) of Art and that it has full legal right, power, and authority to sell and transfer title to said Work(s) of Art.

ARTIST certifies that the above described Work(s) of Art is owned free and clear from all claims, liens and encumbrances of any kind and will warrant and defend the title to said Work(s) of Art against any and all persons whomsoever.

Copyright and reproduction rights reserved by ARTIST.

By: _____
Signature

Name: _____
Printed

Its: _____
Title

Exhibit 12
Subcontractor Activity Form

ARTIST:
ARTIST's Representative:

This form is used to show the monthly payment activity for work performed by each subcontractor on the project as shown on **Exhibit 5** to the Agreement for Art Services. This form is to be submitted ARTIST with each invoice to the COUNTY. List the name(s) of each subcontractor on the project. As the project proceeds, please complete each column under the Subcontracting Information section.

Subcontracting Information					
Name of Subcontractor(s)	Total Contract Amount	Amount Drawn for Sub this period	Amount Drawn for Sub to Date	Amount Paid to Date for Subcontractor	Actual Starting Date

I hereby certify that the above information is accurate to the best of my knowledge.

Artist's Representative

Date

Exhibit 13
Subcontractor Payment Certification

This form must be submitted for each Subcontractor after receipt of payment from the ARTIST. The ARTIST must submit this form with each invoice submitted to the COUNTY when the COUNTY has paid the ARTIST for a previous invoice for services provided by a subcontractor. A completed release of lien form can be submitted in lieu of this form.

This is to certify that _____ received an ☐ installment or ☐ final
Subcontractor/Subconsultant Name

payment of \$ _____ from _____ [Artist] on _____, 202_ for
my invoice

dated _____, 202_ for labor and/or materials supplied on the ___AiPP Project.

If the undersigned intends to distribute any portion of this payment to another Subcontractor, please list the business name and the amount below accompanied by a separate Subcontractor Payment Certification Form where the 2nd/3rd tier Subcontractor executes this form

Name of 2nd/3rd tier Subcontractor

Amount

By: _____
Signature of Subcontractor

Printed Name/Title


Exhibit 14

Nongovernmental Entity Human Trafficking Affidavit
Section 787.06(13), Florida Statutes

THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED

I, the undersigned, am an officer or representative of Jing Wei Studio LLC
(ARTIST) and attest that ARTIST does not use coercion for labor or services as defined
in section 787.06, Florida Statutes.

Under penalty of perjury, I hereby declare and affirm that the above stated facts
are true and correct.

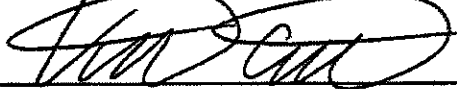
 Jing Wei, President
(signature of officer or representative) (printed name and title of officer or
representative)

New York Kings
State of Florida, County of Palm Beach

Sworn to and subscribed before me by means of ☒ physical presence or ☐ online
notarization this, 3 day of July, 2025, by Jing
Wei.

Personally known ☐ OR produced identification ☒.

Type of identification produced Drivers License.



NOTARY PUBLIC

My Commission Expires:
State of Florida at large

Victoria Israeli Colon
Notary Public, State of New York
Reg. No. 01CO0018898
Qualified in Kings County
Commission Expires December 19, 2027

DISCLOSURE OF OWNERSHIP INTERESTS

TO: PALM BEACH COUNTY CHIEF OFFICER,
OR HIS OR HER OFFICIALLY DESIGNATED REPRESENTATIVE

STATE OF FLORIDA
COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, this day appeared
Jing Wei, by means of ☒ physical presence
OR ☐ online notarization hereinafter referred to as "Affiant," who being by me first
duly sworn, under oath, deposes and states as follows:

1. Affiant appears herein as:

☐ an individual or
☒ the President/owner of Jing Wei Studio LLC
[position—e.g., sole proprietor, president, partner, etc.] [name & type of entity—e.g., ABC Corp., XYZ Ltd. Partnership, etc.].
The Affiant or the entity the Affiant represents herein seeks to do business with
Palm Beach County through its Board of County Commissioners.

2. Affiant's address is: 37 Greenpoint Ave Ste Box 14, Brooklyn, NY 11222

3. Attached hereto as Exhibit "A" is a complete listing of the names and
addresses of every person or entity having a five percent (5%) or greater interest in the
Affiant's corporation, partnership, or other principal. Disclosure does not apply to
nonprofit corporations, government agencies, or to an individual's or entity's interest in
any entity registered with the Federal Securities Exchange Commission or registered
pursuant to Chapter 517, Florida Statutes, whose interest is for sale to the general
public.

4. Affiant acknowledges that this Affidavit is given to comply with Palm Beach
County policy, and will be relied upon by Palm Beach County and the Board of County
Commissioners. Affiant further acknowledges that he or she is authorized to execute
this document on behalf of the entity identified in paragraph one, if any.

5. Affiant further states that Affiant is familiar with the nature of an oath and
with the penalties provided by the laws of the State of Florida for falsely swearing to
statements under oath.

6. Under penalty of perjury, Affiant declares that Affiant has examined this
Affidavit and to the best of Affiant's knowledge and belief it is true, correct and
complete.

FURTHER AFFIANT SAYETH NAUGHT.

Jing Wei, Affiant
(Print Affiant Name)

The foregoing instrument was acknowledged before me by means of ☒ physical
presence OR ☐ online notarization this 18 day of August, 2025, by
Jing Wei, [] who is personally known to me or [] who
has produced _____ as identification and who did
take an oath.

Shawna Bobo
Notary Public SHAWNA BOBO
(Print Name) Commission # HH 457856
State of Florida Expires October 30, 2027
My Commission Expires: 10/30/27

EXHIBIT "A"

DISCLOSURE OF OWNERSHIP INTERESTS IN AFFIANT

Affiant must identify all entities and individuals owning five percent (5%) or more ownership interest in Affiant's corporation, partnership or other principal, if any. Affiant must identify individual owners. For example, if Affiant's principal is wholly or partially owned by another entity, such as a corporation, Affiant must identify the other entity, its address, and the individual owners of the other entity. Disclosure does not apply to any nonprofit corporation, government agency, or to an individual's or entity's interest in any entity registered with the Federal Securities Exchange Commission or registered pursuant to Chapter 517, Florida Statutes, whose interest is for sale to the general public.

Name**Address**

Jing Wei

37 Greenpoint Ave Ste 409 Box 14 Brooklyn, NY 11222