



**AGREEMENT BETWEEN BROWARD COUNTY AND \_\_\_\_\_  
FOR COMMISSIONED ARTWORK**

This Agreement (the "Agreement") is entered into by and between Broward County, a political subdivision of the State of Florida ("County"), and **<Artist> \_\_\_\_\_ <an individual OR a \_\_\_\_\_ corporation>** ("Artist") (collectively, the "Parties").

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**ARTICLE 1. DEFINITIONS**

1.1 **Artwork.** The physical artistic expression including the fabrication, construction, installation, and integration of the Design Proposal, including all labor, materials, equipment, and services provided, or to be provided, by Artist to fulfill Artist's obligations under this Agreement.

1.2 **Board.** The Board of County Commissioners of Broward County, Florida.

1.3 **Committee.** County's Public Art and Design Committee.

1.4 **Contract Administrator.** The Director of County's Cultural Division or any individual authorized to act in that capacity. In the administration of this Agreement, all parties may rely on the written instructions or determinations of the Contract Administrator, provided such instructions and determinations do not change the Scope of Services.

1.5 **Council.** The Broward Cultural Council.

1.6 **Duane Hanson Allied Artist or Allied Artist.** An apprentice artist who assists Artist in a scope determined by Artist and who is paid solely by Artist.

1.7 **Final Acceptance.** The County's written acceptance of the Artwork in its final form.

1.8 **Notice to Proceed.** A written document issued by the Contract Administrator authorizing Artist to begin a particular phase of the Project.

1.9 **Project.** The project into which the Artwork will be integrated as described in this Agreement.

1.10 **Site.** The location where the Artwork is to be installed.

1.11 **Work.** The Work includes all other labor, materials, equipment, and services provided or to be provided by Artist to fulfill Artist's obligations under this Agreement.

## ARTICLE 2. EXHIBITS

The following exhibits are attached hereto and incorporated into this Agreement:

<b>Exhibit A</b>	Scope of Services
<b>Exhibit B</b>	Payment Schedule
<b>Exhibit C</b>	Cataloging Form
<b>Exhibit D</b>	Insurance Certificate
<b>Exhibit E</b>	Local Economic Impact Survey
<b>Exhibit F</b>	Design Proposal
<b>Exhibit G</b>	Certification of Payments to Subcontractors and Suppliers

If there is a conflict or inconsistency between any provision contained in Articles 1 - 12 and any provision contained in any of the Exhibits, the provision of Articles 1 - 12 shall prevail and be given effect unless expressly stated to the contrary.

## ARTICLE 3. SCOPE OF SERVICES

3.1 General. Artist shall perform all work specified in the Agreement, inclusive of the Exhibits. Unless stated otherwise in this Agreement, the work required of Artist includes all labor, materials and tasks, whether or not enumerated in the Agreement, that are such an inseparable part of the Artwork or Scope of Services that exclusion thereof would render Artist's performance impractical, illogical, or unconscionable.

3.1.1 Unless otherwise set forth in the Scope of Services, Artist shall perform all services and furnish all supplies, materials and equipment for the design, execution, and fabrication of the Artwork; pay all necessary taxes, insurance, and consultants; purchase all supplies, materials, tools, equipment, lighting requirements and all other items incidental to producing the Artwork; and transport and install the Artwork at the Site.

3.1.2 Artist shall be responsible for the quality and completion of the services within the time frame stated in Exhibit A. Artist shall, without additional compensation, correct any errors, omissions, or other deficiencies in the Artwork identified by the Contract Administrator prior to Final Acceptance.

3.1.3 The personal skill, judgment, and creativity of Artist [**OR INDIVIDUAL PERSON, IF CORPORATION**] are essential elements of the Artwork. Artist may employ qualified personnel to work under Artist's supervision, but Artist shall not assign, transfer, or subcontract the creative and artistic portions of the Artwork to another party without the prior written approval of the Contract Administrator. Failure to comply with this provision shall constitute a material breach of contract permitting termination by County.

3.1.4 Artist shall perform the work in accordance with standards of care, skill, training, diligence, and judgment provided by highly competent professionals who perform work of a similar nature.

3.1.5 All work performed by Artist under this Agreement shall comply with all applicable laws, ordinances, codes and regulations. Artist shall, at the sole expense of Artist, secure the services of an appropriately licensed general contractor, subcontractor, engineer, and/or any other professional(s) as necessary in order to obtain all licenses and approvals required to perform under this Agreement.

3.1.6 Artist shall not issue any public information releases through any media, including social media, regarding the services performed pursuant to this Agreement without prior written approval of the Contract Administrator

3.1.7 If the Project budget exceeds One Hundred Thousand Dollars (\$100,000.00) or if the Project budget is increased after execution of this Agreement to exceed One Hundred Thousand Dollars (\$100,000.00) for an integrated Artwork, the parties may execute an Artistic Services Agreement to replace and supersede this Agreement.

### 3.2 Performance.

3.2.1 After a Notice to Proceed is issued by County, Artist shall perform the obligations set forth in the Agreement corresponding to the phase addressed in the Notice to Proceed.

3.2.2 In the event the Artist is unable to perform Artist's obligations under the Agreement within the time specified in the Notice to Proceed due to Artist's death, physical or mental incapacity, or other circumstances beyond Artist's control as determined by the Contract Administrator, County may proceed with completion of the Artwork with Artist's agents, successors or assigns, to the extent permitted under applicable law, or County at its sole option may terminate this Agreement for cause.

3.2.3 In the event Artist is unavailable for an extended period of time (as determined by the Contract Administrator), the Artist shall provide another individual with similar or greater skills to perform the services within the applicable time period ("Substitute Artist"). The Substitute Artist must be approved by the Contract Administrator before performing any work pursuant to this Agreement. If the Artist fails to provide a Substitute Artist acceptable to County, the Contract Administrator may terminate the Agreement for cause with no further obligation to Artist and may place Artist on a list prohibiting Artist from applying for County contracts and grants for a period of 2 years from the date of such failure.

3.3 Design. Artist shall revise and finalize the Design Proposal consistent with this Section, the Scope of Services, and as may be directed by the Contract Administrator.

3.3.1. The Design Proposal shall set forth in detail the artistic expression, scope, design, color, size, material, texture, and location of the Artwork on the Site. The Design Proposal shall include a proposed budget including, but not limited to, all costs for execution, fabrication, transportation, delivery, all necessary permits unless expressly stated otherwise herein, installation, insurance, consultant and professional services fees, engineering, Allied Artist payments, shop drawings, materials, cost of a subcontractor bond if applicable, and contingencies. The Design Proposal shall also include a statement that the Artist has inspected the Site and determined that the Site is suitable for the Artwork. The Design Proposal shall also include a schedule for completion of the Artwork.

3.3.2. County may require Artist to make revisions to any aspect of the Design Proposal, and any such revisions shall be made at the expense of Artist.

3.3.3. Artist shall inspect the Site with County to verify that the existing Site conditions, dimensions, and substrates will support installation of the Artwork. Within fourteen (14) calendar days of the inspection, Artist shall notify the Contract Administrator in writing of any Site condition that would render the Site unsuitable for the Artwork.

3.3.4. Upon submission of the revised Design Proposal by Artist consistent with this Section 3.3 and receipt of written approval by the Contract Administrator, the Design Proposal shall constitute the "Final Design" and will be incorporated in the Scope of Services.

3.4 Fabrication and Storage. Artist shall complete the fabrication, transportation, and installation of the Artwork in conformity with the Design Proposal, attached as Exhibit G. Artist is solely responsible for Artwork storage pending delivery to the Site unless the Contract Administrator, at his or her sole discretion, determines in writing that County will store the Artwork.

3.5 Delivery. After fabrication is completed and Artist has received any applicable permits, other jurisdictional approval(s), and written approval from the Contract Administrator, Artist shall deliver the Artwork to the Site. Artist shall coordinate access to the Site for Artwork delivery with Contract Administrator.

3.6 Installation. Artist shall install the Artwork in accordance with the Scope of Services. To the extent applicable, Artist shall cooperate with County's general contractor and third parties at the Site to oversee the installation of the Artwork.

a. Artist shall have an ongoing obligation to report any discrepancy or defect at the Site which hinders or impairs the installation of the Artwork. Artist shall report any discrepancy or defect to County in writing within three (3) calendar days of the time Artist knew or should have known of the defect, and shall cease installation of the Artwork until written notice from the Contract Administrator that installation should resume. Failure of Artist to timely report any apparent discrepancy or defect in writing to the County shall

waive any related objection Artist has to the installation, and Artist shall be solely responsible for any expenses associated with remedying any discrepancy or defect that hinders or impairs installation or damages the Artwork.

b. Artist shall work in a manner and time so as not to interfere with any of the operations, construction, or maintenance of County or its agents. The parties agree that Contract Administrator shall have the authority to resolve any scheduling conflicts between County's general contractor, County, or Artist, and such resolution shall be binding on the parties.

c. Artist shall, when working on County property or at the Site, keep the premises free from waste materials and rubbish. At the completion of the Artwork, Artist shall, at Artist's expense, remove any waste materials, rubbish, tools, equipment, machinery, and surplus materials from the Site attributable to the Artist or Artwork. Contract Administrator may withhold final compensation until receipt of any necessary clean-up payment from Artist, deduct the clean-up charge from final payment to Artist, or charge the applicable cost of the cleanup to Artist.

3.7 Post Installation, Title, and Risk of Loss: Title to the Artwork passes to County upon Final Acceptance. Upon transfer of title, County shall be responsible for any and all subsequent damage to the Artwork except damage caused by Artist or Artist's subcontractors or agents. At any time prior to title transfer, all risk of destruction or damage to the Artwork, or any part thereof, from any cause whatsoever shall be borne by Artist. Artist shall, at Artist's sole expense, fully repair and restore the Artwork as to any destruction or damage that occurs before title has transferred from the Artist to the County.

3.8 Bond. County may, in its discretion, require Artist to provide a performance and payment bond, in which event the amount shall be set forth in Exhibit B and the performance bond shall be provided by Artist within ten (10) days of the Effective Date. If Artist subcontracts construction work for the Project in an amount exceeding Two Hundred Thousand dollars (\$200,000.00), Artist shall require Artist's subcontractor to provide a performance and payment bond in a form required by County prior to the Contract Administrator's issuance of Notice to Proceed for Phase II.

3.9 Third-Party Integration. If Artist's services are combined or coordinated by County with services by third parties not in privity or within the control of Artist, Artist shall not be responsible for such third party services except to the extent expressly set forth in the Scope of Services.

3.10 Change to Scope. Any change to the Scope of Services shall be accomplished only by a written amendment signed by the parties. If Artist determines that a proposed change will require a change in the costs or the schedule, Artist shall advise County in writing within ten (10) calendar days of such determination. Artist shall furnish County with an itemized estimate of any adjustments to the costs or the schedule resulting from the proposed change. Artist must receive the written approval of Contract Administrator prior to Artist taking any action on a proposed change. During negotiations for a proposed change, Artist shall continue performance of this

Agreement other than the terms and conditions to be addressed in the proposed change amendment, unless otherwise directed by County.

#### **ARTICLE 4. TERM AND TIME OF PERFORMANCE**

4.1 Term. This Agreement shall become effective upon execution by the parties (the "Effective Date") and shall end on \_\_\_\_\_, subject to earlier termination as provided herein. The County Administrator is authorized to execute amendment(s) with Artist to extend the term of this Agreement.

4.2 Fiscal Year. The continuation of this Agreement beyond the end of any County fiscal year shall be subject to both the appropriation and the availability of funds, in accordance with Chapter 129, Florida Statutes.

4.3 Notice to Proceed. Artist shall commence each Phase of the Artwork within the time period stated in the specific Notice to Proceed. All duties, obligations, and responsibilities of Artist required for each Phase shall be completed by the deadline set forth in the Notice to Proceed or otherwise set forth in writing by the Contract Administrator.

4.4 Delay. Artist shall notify County in writing whenever a delay is anticipated or experienced and set forth all facts and details related to the delay. The Contract Administrator may grant Artist an extension of time if Contract Administrator deems it appropriate in the sole discretion of the Contract Administrator. Failure to fulfill Artist's contractual obligations due to reasons beyond Artist's control as determined by the Contract Administrator in his/her sole discretion will not constitute a breach of contract, provided that such obligations shall be suspended only for the duration approved in writing by the Contract Administrator.

4.5 Extensions. Any extension of time shall be granted by County's Contract Administrator in writing and signed by Artist and the Contract Administrator.

4.6 Time is of the Essence. Time is of the essence for all performance required under this Agreement.

#### **ARTICLE 5. COMPENSATION**

5.1 County agrees to pay Artist a maximum not-to-exceed amount of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) pursuant to the terms of this Agreement. This amount is the maximum amount payable and constitutes a limitation upon County's obligation to compensate Artist for Artist's services and expenses related to this Agreement except as expressly set forth in Section 5.2. All payment shall be made only for work actually performed and completed pursuant to this Agreement and in accordance with the Payment Schedule set forth in Exhibit B, which amount shall be accepted by Artist as full compensation for all such work. These maximum amounts do not constitute a limitation of any sort upon Artist's obligation to perform all

items of work required under this Agreement. Unless otherwise expressly stated in this Agreement, Artist shall not be reimbursed for any expenses it incurs under this Agreement.

<<Please use the following language only if the Agreement includes use of an Allied Artist.>>

The maximum not-to-exceed amounts to Artist set forth above include the amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) to be paid to the Allied Artist for services related to the Agreement. Artist shall be responsible for contracting directly with the Allied Artist for services and shall be solely responsible for paying the Allied Artist the funds stated herein. Under no condition is County obligated in any way or liable for payments to the Allied Artist.

5.2 Artist has agreed to fully perform the Scope of Services set forth in this Agreement for the maximum not-to-exceed amounts set forth in Section 5.1. However, unforeseen costs beyond the control of Artist (excluding expenses Artist reasonably should have contemplated) may adversely affect Artist's costs for Phase II services. Therefore, County has set aside a separate additional Contingency Reserve amount of up to \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) (in no event exceeding ten percent (10%) of the total compensation provided in Section 5.1) not included in the amounts stated in Section 5.1, which may be paid to Artist, in whole or in part, at the sole discretion of Contract Administrator. Any request by Artist for payment from the Contingency Reserve must be accompanied by documentation that the contingency amount(s) set aside in Artist's design proposal budget for Phase II have already been consumed. Any payment from the Contingency Reserve shall be made only after approval by the County Administrator upon receipt of written recommendation from the Contract Administrator certifying the basis for the contingency payment and the recommended amount of additional payment. If the requested Contingency Reserve payment regards a change in scope, a written amendment to the Agreement shall be required.

5.3 Notwithstanding any provision of this Agreement to the contrary, County may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective Artwork that has not been remedied or from loss due to fraud or reasonable evidence indicating fraud by Artist. When the above reasons for withholding payment are removed or resolved in a manner satisfactory to Contract Administrator, payment may be made to Artist. The amount withheld pursuant to this provision shall not be subject to payment of interest by County.

#### 5.4 METHOD OF BILLING AND PAYMENT

5.4.1 Artist may submit invoices only for goods and services that have been completed and in accordance with the Payment Schedule set forth in Exhibit B. An original plus one copy of each invoice must be submitted within fifteen (15) days after the end of the month for which payment is sought, except that the final invoice must be submitted no later than sixty (60) days after all services are completed.

5.4.2 County shall pay Artist within thirty (30) calendar days of receipt of Artist's proper invoice statement by County's chief disbursement officer after any required approvals, as required by the "Broward County Prompt Payment Ordinance" (Section 1-51.6 of the Broward County Code of Ordinances). To be deemed proper, an invoice must comply with all requirements set forth in this Agreement and must be submitted pursuant to any instructions prescribed by the Contract Administrator. County shall have the right to withhold payment of the invoice based on Artist's failure to comply with any term, condition, or requirement of this Agreement. The parties hereto agree that any amounts so withheld shall not be subject to payment of any interest by County.

5.5 Payment will be made to Artist at:

<<Artist's Legal Name>>

Attn: <Title> \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Artist shall provide its federal identification number on the form provided by County's Contract Administrator within five (5) days of the Effective Date.

5.6 Travel. With respect to travel costs and travel-related expenses, Artist agrees to adhere to Section 112.061, Florida Statutes, except to the extent, if any, that Exhibit B expressly provides to the contrary. County shall not be liable for any such expenses that have not been approved in advance, in writing, by County.

## **ARTICLE 6. INDEMNIFICATION AND LIMITATION OF LIABILITY**

6.1 Indemnification. Artist shall be fully liable for the actions of its current and former officers, employees, subcontractors and other agents under this Agreement. Artist shall at all times hereafter indemnify, hold harmless and defend County and all of County's current and former officers, employees and other agents (collectively, "Indemnified Party") from and against any and all lawsuits, causes of action, demands, claims, losses, fines, penalties, damages, judgments, liabilities and expenditures of any kind, including attorneys' fees, litigation expenses, and court costs (collectively, "Claim"), raised or asserted by any person or entity that is not a party to this Agreement, which Claim is caused or alleged to be caused, in whole or in part, by any intentional, reckless, or negligent act or omission of Artist or any current or former officer, employee, subcontractor or other agent of Artist, arising from, relating to, or in connection with any obligation or performance under this Agreement. In the event any Claim is brought against an Indemnified Party, Artist shall, upon written notice from County, defend each Indemnified Party against each such Claim through counsel satisfactory to County or, at County's option, pay for an attorney selected by the County Attorney to defend the Indemnified Party. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the County Attorney, in his or her reasonable discretion, any sums due to Artist under this Agreement may be retained by County until all Claims subject to this



indemnification obligation have been resolved. Any sums so withheld shall not be subject to the payment of interest by County.

6.2 Limitation of Liability. Neither Artist nor County shall be liable to the other party for any damages under this Agreement that exceed the largest of the following amounts: (a) \$100,000.00; (b) twice the maximum compensation amount specified in section 5.1 above; or (c) the amount of insurance Artist is required to provide under Article 7 below. Neither party shall be liable for the other party's special, indirect, punitive, or consequential damages (including damages resulting from lost data or records other than costs incurred in the recovery thereof), even if the party has been advised that such damages are possible, or for the other party's lost profits, lost revenue, or lost institutional operating savings. These limitations of liability shall not apply to any Claim resulting from an actual or alleged infringement of any interest in any intellectual property or any indemnification obligation under this Agreement.

## ARTICLE 7. INSURANCE

7.1 Artist shall maintain at Artist's sole expense, on a primary basis, at all times during the term of this Agreement (unless expressly stated otherwise herein), at least the minimum insurance coverage designated in Exhibit D in accordance with the terms and conditions stated in this Article.

7.2 Artist shall provide County with proof of insurance in the form of Certificate(s) of Insurance and applicable endorsements, Declarations pages, or insurance policies at least ten (10) calendar days prior to commencing services on the Project Site or other County property. Artist may commence services on the Project Site or other County property only after the Contract Administrator acknowledges in writing that the insurance has been accepted by County's Risk Management Division. Failure to timely provide acceptable proof of insurance, as determined by County, shall entitle County to terminate this Agreement without any liability to Artist.

7.3 County's Risk Management Division may authorize the suspension of the insurance coverage during prolonged delays in the Project attributable to County if such suspension of insurance does not jeopardize County's interests. The suspension shall be authorized in writing by the County's Risk Management Division and shall specify an ending date or event at which time Artist shall resume coverage and furnish proof of insurance to County's Contract Administrator. Artist shall not resume work on the Project before County's Risk Management Division accepts in writing documentation of the renewed insurance. County's Risk Management Division reserves the right in its sole discretion to approve the suspension of insurance.

7.4 Artist agrees to list County as an additional insured under Artist's commercial liability insurance policy and any excess liability insurance policy. The listed certificate holder on these policies shall be "Broward County."

7.5 All insurance policies required under this Article must expressly provide County with at least thirty (30) days' prior written notice of expiration, cancellation, or restriction of coverage. Artist shall provide certified copies of any policy to County upon County's request.

7.6 If Artist subcontracts any work under this Agreement, Artist shall ensure that each subcontractor names County as an additional insured under the subcontractor's general liability insurance policy and any excess liability insurance policy.

#### **ARTICLE 8. TERMINATION**

8.1 This Agreement may be terminated for cause based on any breach that is not cured within ten (10) days after written notice from the aggrieved party identifying the breach. This Agreement may also be terminated for convenience by the Board or County Administrator upon providing written notice to Artist of the termination date, which shall be not less than thirty (30) days after the date such written notice is provided. If County erroneously, improperly, or unjustifiably terminates for cause, such termination shall, to the full extent permissible under applicable law, be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

8.2 County may terminate this Agreement if Artist is found to have submitted a false certification pursuant to Section 287.135, Florida Statutes, if Artist has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or if Artist has failed to promptly implement corrective action for audit deficiencies upon reasonable notice by County. Notwithstanding anything contained in this Agreement to the contrary, the rights and obligations of the parties under this paragraph shall be governed by Section 287.135, Florida Statutes, to the full extent applicable.

8.3 Notice of termination shall be provided in accordance with the "Notices" section of this Agreement.

8.4 In the event this Agreement is terminated for convenience by County, Artist shall be paid for any goods or services properly provided under the Agreement through the termination date specified in the written notice of termination. Artist acknowledges that Artist has received good, valuable and sufficient consideration from County, the receipt and adequacy of which are, hereby acknowledged by Artist, for County's right to terminate this Agreement for convenience and Artist hereby waives any and all rights to challenge the adequacy of such consideration or the validity of County's right to terminate for convenience.

8.5 In the event this Agreement is terminated for any reason, any amounts due Artist shall be withheld by County until all documents are provided to County pursuant to the "Rights in Documents and Work" section of this Agreement.

8.6 Artist represents that neither it nor any of its affiliates has been placed on the discriminatory vendor list, as defined by Section 287.134, Florida Statutes. County may terminate this Agreement effective immediately, without any further obligation to Artist, upon learning that such representation is false or if Artist or any of Artist's affiliates is placed on the discriminatory vendor list.

**ARTICLE 9. WARRANTIES/STANDARDS**

9.1 Original Art. Artist warrants that the design or Artwork being commissioned is the original product of Artist's own creative efforts, and, unless otherwise expressly stated herein, the Artwork is original and is a single edition.

9.2 Warranty of Quality. Artist warrants that the Artwork shall be free of defects in material and workmanship, including without limitation any defects consisting of "inherent vice" or qualities accelerating the deterioration of the Artwork, and that Artist shall correct, at Artist's expense, any such defects which appear within a period of two (2) years from Final Acceptance of the Artwork.

9.3 Sale or Reproduction. Artist represents and warrants that Artist shall not sell or reproduce the Artwork or allow others to do so without the prior written approval of County. For the purposes of this Agreement, the Artwork is considered "reproduced" if the dimensions of another work exceed seventy-five percent (75%) of the dimensions of the commissioned Artwork. For purposes of this section, "dimensions" shall include, but not be limited to, sound, light, and other expressions not captured in a two or three dimensional physical object. This covenant shall continue in effect for a period consisting of the life of Artist plus fifty (50) years and shall be binding on Artist's successors, heirs and assigns.

9.4 Materials. Artist warrants to County that all materials used will be new unless otherwise specified and that all services will conform in all ways with the Agreement. Artist shall deliver the Artwork to County free and clear of any liens.

9.5 Intellectual Property Warranty. Artist warrants that the Artwork will not infringe upon or violate any license, copyright law, patent law, trade secret law, trademark law, moral rights law, semiconductor chip protection law, unfair competition law, proprietary information, non-disclosure, intellectual property or other right of any third party, or infringe upon or violate any right of privacy, or contain libelous material. Artist warrants that the Artwork complies with all applicable patent, trademark and copyright laws, rules, regulations, and codes. Artist further agrees that the Artwork shall not utilize any protected patent, trademark or copyright unless Artist has obtained all necessary permission and authority and provides documentation of same to County. If Artist uses any protected material, process or procedure in connection with the Artwork, Artist shall disclose such patent, trademark or copyright in the construction drawings and technical specifications.

9.6 Warranty of Authorization. Artist represents that Artist possesses full power to enter into this Agreement and to convey the rights herein granted to County without the consent of any third party.

**ARTICLE 10. RIGHTS IN ARTWORK**

10.1 The provisions of this Agreement shall control over the provisions of 17 U.S.C. § 106A and shall constitute a waiver by Artist of any rights in the Artwork set out in or otherwise granted by the Visual Artists Rights Act of 1990, 17 U.S.C. § 106A. If there is a conflict or inconsistency between any provision contained in this Agreement and any provision contained in any provision of domestic or international law, including without limitation the European Union law, Artist understands and agrees that the provisions of this Agreement shall control and shall constitute a waiver by Artist of any rights in the Artwork set out in or otherwise granted by laws of other jurisdictions addressing Artist's rights in the Artwork.

10.2 Artwork may become an integral part to the architecture of the applicable building, structure, or site, and installation and integration of the Artwork may subject the Artwork to future removal, destruction, or other modifications including, without limitation, in connection with the renovation, destruction, or redevelopment of the applicable building, structure, or site or change of use. Artist consents to the incorporation of the Artwork into the building or structure or at the site, and waives any rights in the Artwork granted by 17 U.S.C. § 106A or any other applicable law.

10.3 All other rights in and to the Artwork, including, but not limited to, all rights in the nature of "Droit Moral" relating to any continuing interest Artist may otherwise have in the maintenance or modification of the Artwork, are expressly waived by Artist and, insofar as such rights are transferable, are assigned to County.

10.4 County has an unlimited, perpetual, and irrevocable right to use or reproduce the Artwork in any non-commercial manner or media whatsoever, including without limitation to prepare derivative works based upon the Artwork, and to distribute copies of the Artwork.

10.5 County shall make a reasonable effort to notify Artist of any proposed action that will remove, destroy, or otherwise modify the Artwork by providing notice to Artist in accordance with Section 13.7, including, if applicable, notice of any planned Deaccession. Any lack of notice to Artist shall not impede County's ability to proceed with any modification, repair, or removal.

**ARTICLE 11. ADDITIONAL RIGHTS AND WAIVER**

11.1 County shall, at its expense, prepare and install a plaque or sign identifying Artist, the title of the Artwork, and the year of completion, and shall maintain such identifying plaque in good condition and repair. All references to and all reproductions of the Artwork by County shall credit Artist. If County significantly modifies the Artwork after Final Acceptance, Artist may request removal of Artist's name from the Artwork, in which even the Artist's name shall be removed.

11.2 If County chooses to remove the Artwork from its collection ("Deaccession"), County will notify Artist in writing. Artist will have the option to purchase the Artwork from County at a price set by a professional appraiser selected and paid for by County within forty-five (45) calendar days of the written notice from County. If Artist purchases the Artwork, removal of the Artwork shall be

at Artist's sole expense. If Artist does not exercise this option, County may dispose of the Artwork in accordance with its Deaccession policy.

11.3 Artist may be given the right of first refusal to perform repairs or restoration. If the parties cannot agree on repair services or Artist is unable or unwilling to perform any necessary repairs on terms acceptable to County, or County cannot locate Artist, County may have such work performed at County's own expense in accordance with recognized principles of repair, restoration or conservation.

## ARTICLE 12. MISCELLANEOUS

12.1 Rights In Documents And Work. Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement shall be and remain the property of County and, if a copyright is claimed, Artist hereby grants to County a non-exclusive perpetual license to use the copyrighted item(s), to prepare derivative works, and to make and distribute copies to the public. In the event of termination or expiration of this Agreement, any reports, photographs, surveys, and other data and documents prepared by Artist, whether finished or unfinished, shall become the property of County and shall be delivered by Artist to the Contract Administrator within seven (7) days of termination or expiration of this Agreement by either party.

12.2 Audit Right and Retention Of Records. Artist shall, by written contract, require its subcontractors to agree to all the requirements and obligations contained in this Section.

12.2.1 County shall have the right to audit the books, records, and accounts of Artist and its subcontractors that are related to this Agreement. Artist and its subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement. Artist and its subcontractors shall preserve and make available at reasonable times, for examination and audit by County, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act, Chapter 119, Florida Statutes, if applicable, or for three (3) years after termination of this Agreement, whichever is longer. If any audit has been initiated and audit findings have not been resolved at the end of the applicable retention period, the books, records, and accounts shall be retained until resolution of the audit findings.

12.2.2 To the extent Artist is acting on behalf of the County as stated in Section 119.0701, Florida Statutes, the Artist shall:

- a. Keep and maintain public records that ordinarily and necessarily would be kept and maintained by County were County performing the services under this Agreement;
- b. Provide the public with access to such public records on the same terms and conditions that County would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

- c. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and
- d. Meet all requirements for retaining public records and transfer to County, at no cost, all public records in possession of Artist upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to County in a format that is compatible with the information technology systems of County.

The failure of Artist to comply with the provisions of this Subsection 12.2.2 shall constitute a material breach of this Agreement entitling the County to exercise any remedy provided in this Agreement or under applicable law.

12.3 Equal Employment Opportunity Compliance. Provider may not discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement, except that any project assisted by U.S. Department of Transportation funds shall comply with the non-discrimination requirements in 49 C.F.R. Parts 23 and 26. Provider shall include substantially similar language in its contracts with any and all permitted subcontractors or sub-consultants.

12.4 Public Entity Crimes Act. Artist represents that it is familiar with the requirements and prohibitions under the Public Entity Crime Act, Section 287.133, Florida Statutes, and represents that its entry into this Agreement will not violate that Act. In addition to the foregoing, Artist further represents that there has been no determination that it committed a "public entity crime" as defined by Section 287.133, Florida Statutes, and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether Artist has been placed on the convicted vendor list. Notwithstanding any provision in this Agreement to the contrary, if any representation stated in this paragraph is false, County shall have the right to immediately terminate this Agreement and recover all sums paid to Artist under this Agreement.

12.5 Independent Contractor. Artist is an independent contractor under this Agreement. Artist shall not have the right to bind County to any obligation not expressly undertaken by County under this Agreement.

12.6 Third Party Beneficiaries. The parties acknowledge that there are no third party beneficiaries to this Agreement.

12.7 Notices. In order for a notice to a party to be effective under this Agreement, notice must be sent via U.S. first-class mail with a contemporaneous copy via e-mail to the addresses listed below and shall be effective upon mailing. The addresses for notice shall remain as set forth herein unless and until changed by providing notice of such change.

FOR BROWARD COUNTY:

Broward County  
 Attn: Broward Cultural Division  
 100 S. Andrews Avenue  
 Fort Lauderdale, Florida 33301-1829  
 Email Address:

FOR ARTIST:

<<Artist's Legal Name>>  
 Attn: <<Title>> \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Email Address:

12.8 Assignment and Performance. Except for subcontracting approved by County at the time of its execution of this Agreement or any written amendment hereto, neither this Agreement nor any right or interest herein may be assigned, transferred, subcontracted, or encumbered by Artist without the prior written consent of County. If Artist violates this provision, County shall have the right to immediately terminate this Agreement. Artist represents that each person and entity that will provide services under this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and is sufficiently experienced and skilled in the area(s) for which such person or entity will render services. Artist agrees that all services under this Agreement shall be performed in a skillful and respectful manner, and that the quality of all such services shall equal or exceed prevailing industry standards for the provision of such services.

12.9 Conflicts. Artist agrees that neither it nor its employees will have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Artist's loyal and conscientious exercise of the judgment and care required to perform under this Agreement. Artist further agrees that none of its officers or employees shall, during the term of this Agreement, serve as an expert witness against County in any legal or administrative proceeding in which he, she, or Artist is not a party, unless compelled by court process. Further, such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of County in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude Artist or any person from in any way representing themselves, including giving expert testimony in support thereof, in any administrative or legal proceeding. Artist agrees that each of its contracts with subcontractors performing under this Agreement shall contain substantively identical language to ensure that each subcontractor and its officers and employees meet the obligations contained in this paragraph.

12.10 Waiver of Breach. The failure of either party to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach under this Agreement shall not be deemed a waiver of any subsequent breach.

12.11 Compliance with Laws. Artist shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing under this Agreement.

12.12 Severability. In the event any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

12.13 Joint Preparation. This Agreement has been jointly prepared by the Parties hereto and shall not be construed more strictly against either party.

12.14 Headings and Interpretation. The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter," refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires.

12.15 Governing Law, Venue, and Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The Parties agree that the exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the Parties agree that the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS AGREEMENT, ARTIST AND COUNTY HEREBY EXPRESSLY WAIVE ANY AND ALL RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CAUSE OF ACTION OR CLAIM ARISING FROM, RELATED TO, OR IN CONNECTION WITH THIS AGREEMENT.**

12.16 Amendments. No modification or amendment to this Agreement shall be effective unless it is in writing and executed by authorized representatives of each party.

12.17 Prior Agreements. This Agreement represents the final and complete understanding of the Parties regarding the subject matter hereof and supersedes all prior and contemporaneous negotiations and discussions regarding that subject matter. There is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document.



12.18 Incorporation by Reference. All Recital clauses stated above are true and correct and are incorporated herein by reference. The attached Exhibits hereto, are also incorporated into and made a part of this Agreement.

12.19 Payable Interest.

12.19.1 Payment of Interest. County shall not be liable to pay any interest to Artist for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof Artist waives, rejects, disclaims and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim arising from, related to, or in connection with this Agreement. This paragraph shall not apply to any claim for post-judgment interest, if such application would be contrary to applicable law.

12.19.2 Rate of Interest. If, for whatever reason, Section 13.19.1 is determined to be invalid or unenforceable by a court of competent jurisdiction, the annual rate of interest payable by County under this Agreement, whether as prejudgment interest or for any other purpose, shall be, to the full extent permissible under applicable law, 0.25% (one quarter of one percent) simple interest (uncompounded).

12.20 Representation of Authority. Each individual executing this Agreement on behalf of a party hereto represents and warrants that he or she is, on the date of execution, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

12.21 Force Majeure. If the performance of this Agreement, or any obligation hereunder, is prevented by reason of hurricane, earthquake, or other casualty caused by nature, or by labor strike, war, or by a law, order, proclamation, regulation, or ordinance of any governmental agency, the party so affected, upon giving prompt notice to the other party, shall be excused from such performance to the extent of such prevention, provided that the party so affected shall first have taken reasonable steps to avoid and remove such cause of non-performance and shall continue to take reasonable steps to avoid and remove such cause, and shall promptly notify the other party in writing and resume performance hereunder whenever and to the full extent such causes are removed. However, if such non-performance exceeds sixty (60) days, the party that is not prevented from performance by the force majeure event shall have the right to immediately terminate this Agreement upon written notice to the party so affected. This section shall not supersede or prevent the exercise of any right the parties may otherwise have to terminate this Agreement.

12.22 Survival. The following provisions shall survive the expiration or earlier termination of this Agreement: Article 6, "Indemnification and Limitation of Liability"; Article 9, "Warranties/Standards"; Article 11, "Additional Rights and Waiver"; Section 12.1, "Rights in Documents and Work"; Section 12.2, "Audit Right and Retention Of Records"; Section 12.15, "Governing Law, Venue, and Waiver of Jury Trial"; Section 12.19, "Payable Interest"; and this Section 12.22, "Survival."

12.23 Truth-In-Negotiation Representation. If Artist's compensation under this Agreement is based on wage rates or other unit costs supplied to County by Artist, Artist represents that the information supplied is accurate, complete, and current at the time of contracting. County shall be entitled to recover any damages it incurs to the extent such representation is untrue.

12.24 Domestic Partnership. Unless this Agreement is exempt from the provisions of Section 16½-157 of the Broward County Code of Ordinances, which requires County contractors to provide benefits to domestic partners of their employees, Artist agrees to fully comply with Section 16½-157 during the entire term of the Agreement. If Artist fails to fully comply with that section, such failure shall constitute a material breach which shall allow County to exercise any remedy available under this Agreement, under applicable law, or under section 16½-157. For that purpose, the contract language referenced in Section 16½-157 is incorporated herein as though fully set forth in this paragraph.

12.25 Drug Free Workplace. It is a requirement of County that it enter into contracts only with firms that certify the establishment of a drug-free workplace in accordance with Chapter 21.31(a)(2) of the Broward County Procurement Code. Execution of this Agreement by Artist shall serve as Artist's required certification that it has or will establish a drug-free work place in accordance with Section 287.087, Florida Statutes, and Chapter 21.31(a)(2) of the Broward County Procurement Code, and that it will maintain such drug-free workplace for the full term of this Agreement.

12.26 Contingency Fee Arrangement. Artist represents that it has not paid or agreed to pay any person or entity, other than a bona fide employee working solely for Artist, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. If County learns that this representation is false, County shall have the right to terminate this Agreement without any liability to Artist. Alternatively, if such representation is false, County, at its sole discretion, may deduct from the compensation due Artist under this Agreement the full amount of such fee, commission, percentage, gift, or consideration.

12.27 Living Wage Requirement. If Artist is a "covered employer" within the meaning of the Broward County Living Wage Ordinance, Broward County Ordinance No. 2008-45, Artist agrees to and shall pay to all of its employees providing "covered services," as defined therein, a living wage as required by such ordinance, and Artist shall fully comply with the requirements of such ordinance. Artist shall be responsible for and shall ensure that all of its subcontractors that qualify as "covered employers" fully comply with the requirements of such ordinance.

12.28 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement. Signatures provided by facsimile or by e-mail delivery of a .pdf-format file shall have the same force and effect as an original signature.

(The remainder is left blank.)

IN WITNESS WHEREOF, the parties have made and executed this Agreement: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its County Administrator, authorized to execute same, and \_\_\_\_\_, duly authorized to execute same.

COUNTY

WITNESS:

BROWARD COUNTY, by and through its County Administrator

\_\_\_\_\_  
(Signature)

By \_\_\_\_\_  
County Administrator

\_\_\_\_\_  
(Print Name of Witness)

\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
(Signature)

Approved as to form by  
Joni Armstrong Coffey  
Broward County Attorney  
Governmental Center, Suite 423  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301  
Telephone: (954) 357-7600  
Telecopier: (954) 357-7641

\_\_\_\_\_  
(Print Name of Witness)

Insurance requirements  
approved by Broward County  
Risk Management Division

By \_\_\_\_\_  
\_\_\_\_\_  
(Date)  
Assistant County Attorney

By: \_\_\_\_\_  
Signature (Date)

\_\_\_\_\_  
Print Name and Title above

DYW:lw  
2013 Commissioned Artwork Form.doc  
09/24/13

**AGREEMENT BETWEEN BROWARD COUNTY AND <<ARTIST>> FOR COMMISSIONED ARTWORK**

ARTIST

WITNESSES:

<<Artist's Legal Name>>

\_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Authorized Signor

\_\_\_\_\_  
Print Name of Witness above

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Signature

\_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Print Name of Witness above

ATTEST:

\_\_\_\_\_  
Corporate Secretary

(SEAL OR NOTARY)

**EXHIBIT A**  
**SCOPE OF SERVICES**

1. **PURPOSE:**
2. **LOCATION:**
3. **ARTWORK QUALITIES:**
4. **ADMINISTRATIVE COORDINATION:**
5. **DESIGN TEAM COLLABORATION AND COORDINATION:**
6. **CONSTRUCTION DOCUMENTS AND PERMITTING:**
7. **CONSERVATION AND MAINTENANCE REVIEW:**
8. **DESCRIPTION OF DELIVERABLES:**
9. **COMMUNITY PROCESS:**
10. **TIMELINE FOR COMPLETION:**
11. **EDUCATIONAL OUTREACH:**
12. **ALLIED ARTIST [If Applicable]:** An Allied Artist will be affiliated with this Artwork. The Parties agree that the Allied Artist is an independent third party artist who shall be retained by Artist to assist Artist with the services under this Agreement. Artist shall be solely responsible for paying the Allied Artist with no less than the amount agreed to herein to be paid to the Allied Artist. County shall have no obligation whatsoever to Allied Artist. Allied Artist is not a third-party beneficiary to this Agreement.
13. **FUNCTIONALLY-INTEGRATED ARTWORK [If Applicable]:** The Artwork will be functionally integrated as follows:

**[Choose all that apply:]** The Artwork shall:

- Develop and create an awareness of the unique aspects of a place's built and natural environments and fulfill the civic responsibility of County to provide art and design for livability, accessibility, beauty, and comfort.

- Stimulate cultural tourism, community pride, and shared positive identity with such structures as gateways, landmarks, cultural heritage landmarks, memorials, and way-finding devices.
- Be fully integrated to the site as a component of capital improvement projects, including all County facilities (i.e., not portable), and address a broad range of functional objectives supporting the missions of Broward County's agencies.
- Be artist-designed elements that enhance standard necessities in County capital improvement projects such as, but not limited to, walkways, bridges, windows, floors, ceilings, plazas, seating, signage, gates, canopies, and lighting.

**14. LOCAL ECONOMIC IMPACT:** Artist shall provide itemized list of the value of payments made to Broward County suppliers, vendors, consultants and other businesses for any work or services related to the design, fabrication and installation of the Artwork, including but not limited to materials, fabricators, engineering and other consultant services, electrical contractors, installers, studio assistants, studio rental, equipment rental, insurance, printing, photography, hotels, car rental, and meals (see Exhibit G). The Survey will be submitted to the Contract Administrator annually for the term of the agreement at the end of County's fiscal year (September 30) and a combined list of all prior surveys and the current survey shall be submitted upon Final Acceptance of the Artwork.

**15. BOARD APPROVAL:** [NOTE: SAMPLE LANGUAGE ONLY FOR INSERTION AS APPLICABLE.] Artist agrees that this Agreement is subject to the Board's approval of the Design Proposal (Exhibit H). County's Contract Administrator shall not allow any work to begin for Milestones \_\_\_ through \_\_\_ until the Contract Administrator has received the Board's approval of the Design Proposal. The Parties agree that Board approval is required prior to the issuance of the Notice to Proceed for Phase II. The Contract Administrator, in his or her sole discretion, reserves the right to request that the Board approve the amount of funding for Phase II, which may be less than the dollar amounts stated in Article 5 of the Agreement.

*[The remainder of this page intentionally left blank.]*

**EXHIBIT B**  
**PAYMENT SCHEDULE**

Each Invoice must be submitted on County's standard Vendor Invoice form (in the form provided by Contract Administrator) and accompanied by appropriate documentation if requested by the Contract Administrator and a narrative report summarizing work completed during each milestone period based upon the stated Scope of Services and payment description. Each invoice shall be accompanied by a release of liens and/or consent of surety relative to any work covered by a Bond under this Agreement.

In the event that the anticipated order of the work is changed, upon prior approval in writing by Contract Administrator, Artist may bill for a specified payment or for a partial payment once that work is completed. The amount of any partial payment is subject to prior written approval of the Contract Administrator; however, in no event, may the amount of a partial payment exceed the value of services actually completed.

Milestone payments for Phase I shall be made as follows:

Milestone	Description	Payment

Artist shall provide a performance and payment bond in the following amount: \$ \_\_\_\_\_

*[The remainder of this page intentionally left blank.]*

**EXHIBIT C** Catalog # \_\_\_\_\_  
**BROWARD COUNTY PUBLIC ART AND DESIGN CATALOGING FORM**

*NOTE: Please add attachments to provide comprehensive information if necessary.*

<b>I. <u>Artist Information</u></b>	
Name:	
Name for use on label and public relations materials, if differs from above:	
Date of Birth:	
Place of Birth:	
Address:	
E-mail:	
Website (if any):	
Phone (business):	
Phone (home):	
Fax:	
One paragraph biography of Artist:	

<b>II. <u>Work of Art</u></b>	
Title:	
Medium:	
Dimensions in inches or centimeters:	H: W: D:
Dimensions with frame (if any):	H: W: D:
Frame Description:	
Inscription or marks:	
In case of portable and multiple artworks, any notes as to Artist's preference for display (ex: sequential series, installation height, spacing, etc.):	
Artwork with electronic components used:	Name of item:  Manufacturer info (address, telephone, fax, e-mail):  Supplier info (address, telephone, fax, e-mail):
Artist's statement:	



<b>III. <u>Fabrication Information</u></b>	
Material(s) used in Artwork:	
Material Finish:	
Materials used in the presentation of the Artwork (maquette):	
Fabricators (name, address, phone, fax, e-mail, web site):	
Fabrication method (attach diagrams or drawings):	
Architect/Engineer (name, address, telephone, fax, e-mail):	

<b>IV. <u>Installation</u></b>	
Installation executed by (name, address, phone, fax, e-mail, website):	
Installation method (attach diagram of substructure, footings):	
Date of Installation:	

<b>V. <u>Documentation</u></b>	
Artist has supplied two (2) identical CD's with a minimum of fifteen (15) professional quality digital format images illustrating all components of the Artwork with a minimum resolution of 300dpi and two (2) professional 8" x 10" color photographs.	

<b>VI. <u>External Factors</u></b>	
Describe physical positioning of the artwork:	
Describe existing environmental factors which may affect the condition of the artwork:	
If the Artwork is site-specific, describe the relationship of the Artwork to its site:	

<b>VII. <u>Maintenance</u> (attach schedule of maintenance for specific items: light bulb, electronics etc.)</b>	
Short-term:	
Long-term:	

Note desired appearance of the artwork:	
---	--

<b>VII. <u>Digital copies</u> (for use in repair of sound art and graphic reproduction):</b>
--

Identify (if any):	
--------------------	--

<<Insert Artist's complete name>>

\_\_\_\_\_  
Authorized Signature for Artist

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print name and, if applicable, title above of  
Authorized Signature for Artist

**EXHIBIT D**  
**INSURANCE CERTIFICATE**

**EXHIBIT E**  
**BROWARD COUNTY ECONOMIC IMPACT SURVEY**

**Project:** \_\_\_\_\_ **Artist:** \_\_\_\_\_  
**Reporting Period:** \_\_\_\_\_

Artist shall provide an itemized list of the value of payments made specifically to Broward County suppliers, vendors, consultants and other businesses for any work or services related to the design, fabrication and installation of the Artwork. Information should be provided annually for the term of the Agreement, in concurrence with County's fiscal year which is October 1 through September 30th, and also at the completion of the Artwork. The report shall be submitted on this form to the Contract Administrator no later than October 14th of each year. Payments include but are not limited to:

Materials:	\$
Engineering:	\$
Consultant services:	\$
Electrical contractors:	\$
Fabrication:	\$
Installation:	\$
Studio assistants:	\$
Studio rental:	\$
Equipment rental:	\$
Insurance:	\$
Project administration:	\$
Professional visual documentation:	\$
Printing:	\$
Hotels:	\$
Car rental:	\$
Meals:	\$
Other ( _____ ): _____	\$
<b>TOTAL:</b>	<b>\$</b>

**EXHIBIT F**  
**DESIGN PROPOSAL**

**EXHIBIT G**  
**CERTIFICATION OF PAYMENTS TO SUBCONTRACTORS AND SUPPLIERS**

Date of original Agreement: \_\_\_\_\_, 20\_\_\_\_  
 Project Title \_\_\_\_\_

The undersigned Artist hereby swears under penalty of perjury that:

1. Artist has paid all subcontractors and suppliers all undisputed contract obligations for labor, services, or materials provided on this Artwork in accordance with this Agreement, except as provided in paragraph 2 below.
  
2. The following subcontractors and suppliers have not been paid because of disputed contractual obligations; a copy of the notification sent to each, explaining in reasonably specific detail the good cause why payment has not been made, is attached to this form:

Subcontractor or supplier's name and address	Date of Disputed Invoices	Amount in Dispute

3. The undersigned is authorized to execute this Certification on behalf of Artist.

Dated \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_

**<<Insert Artist's name above>>**

By \_\_\_\_\_  
 (Authorized Signature)

\_\_\_\_\_  
 (Name and Title of Authorized Signor)

The foregoing instrument was acknowledged before me 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.

WITNESS my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

(NOTARY SEAL)

\_\_\_\_\_  
 (Signature of person taking acknowledgment)

My commission expires:

\_\_\_\_\_  
 (Name of officer taking acknowledgment)

\_\_\_\_\_  
 (Title or rank)

\_\_\_\_\_  
 (Serial number, if any)