

ART IN PUBLIC PLACES

Request for Proposals

MONROE COUNTY
PLANTATION KEY COURTHOUSE AND DETENTION CENTER
88820 Overseas Hwy.
Plantation Key, Florida 33072

RFP accessed through Demandstar by calling (800)711-1712
www.demandstar.com or www.monroecounty-fl.gov

Board of County Commissioners
Mayor Michelle Coldiron, District 2
Mayor Pro Tem David Rice, District 4
Craig Cates, District 1
Eddie Martinez, District 3
Mike Forster, District 5



SUBMISSION DEADLINE
May 20, 2021, by 3:00 p.m. EST

THE ART IN PUBLIC PLACES PROGRAM

Monroe County Art in Public Places (AIPP) is a County appointed committee responsible for the commission and purchase of public art by contemporary artists in any media. The Monroe County Art in Public Places Ordinance No. 022-2001 mandates that one percent (1%) of new County building construction costing a minimum of \$500,000.00 and renovations costing a minimum of \$100,000.00 be set aside to fund this program. A committee comprised of five (5) voting members appointed by the County Commission, plus two (2) non-voting members appointed by the County Administrator, pre-qualifies, reviews, and recommends projects to the Board of County Commissioners (BOCC). The Monroe County Art in Public Places program is administered by the Florida Keys Council of the Arts (FKCA).

BUDGET

The art budget amount for this Request for Proposals (RFP) is for site specific artwork for all targeted spaces listed on page two (2), is **Two Hundred Four Thousand and 00/100 (\$204,000.00)** Dollars, for any and all commissions for the Project/Work. Signage is provided by the County. The selected Artist(s) are required to work with the AIPP Committee and County project management team.

PROJECT HISTORY The Florida Keys, a forty-three (43) island archipelago extends 210 miles from the Southeast coast of Florida and separates the Gulf of Mexico from the Atlantic Ocean. Plantation Key is comprised of several islands located in the upper Keys, and was inhabited by Native Americans at least 1,000 years before European contact with the Americas. The Key is the site of a number of prehistoric Indian sites and mounds. The area's maritime history spans two hundred years with a Spanish treasure fleet wrecked on the reefs of Islamorada during a hurricane in 1733. Subsequently, a wrecking industry thrived in the area from the late 1700s to the 1870s. Much of the area is preserved in State Parks including Indian Key, Lignumvitae Key, and the San Pedro Underwater Park. Immigrants from the Bahamas began settling on Plantation Key in the middle of the 19th century. The early settlers raised coconuts and pineapples. The

pineapples were shipped by schooner to northern ports as far away as Baltimore and New York City. The farmers also raised limes, melons, and vegetables. The completion of the Overseas Railroad, begun in 1903 and completed in 1912, ran the length of Plantation Key. Prior to Henry Flagler's remarkable achievement, all transportation to the Keys was by water. The railway brought day-trippers and fishing enthusiasts, and the locals adapted to the needs of these early adventurers. The railway was destroyed by the Labor Day hurricane of 1935.

Plantation Key lies within the boundaries of the Village of Islamorada. Known as the *Sport Fishing Capital of the World*, Islamorada is currently a popular vacation destination enjoyed for its up-scale small-town atmosphere, scenic bay and ocean views, sunshine, boating, fishing, locally owned restaurants, quaint shops, and galleries.



Front Entrance Architect rendering: Currie Sowards Aguila Architects

BUILDING AND SITE DESCRIPTION

Monroe County's Plantation Key Courthouse and Detention Center will be a sustainable building that is modern, safe, and serves the needs of the 16th Judicial Circuit Court and additional occupants, including the State Attorney's Office and the Monroe County Clerk of Court. One of the County's most ambitious undertakings, the project will consolidate the judicial and penal functions that exist on the site into a new state-of-the-art 48,240 square foot facility. The 16th Judicial Circuit is one of twenty (20) trial court circuits in the State of Florida. The 16th Judicial Circuit has four (4) circuit judges and four (4) county court judges, assisted by senior judges, general magistrates, and hearing officers in the adjudication and disposition of cases. The artwork should reflect some aspect of Monroe County, such as its history, people, and the natural environment. We seek work that will engage viewers, inspire, or educate, and generate civic pride in the Florida Keys. Courthouses play an important role in our personal and public lives.

Artwork should convey the dignity and stability of the Judiciary. The Plantation Key Courthouse is designed and built with both sustainability and equity in mind – daylight has been incorporated into all open spaces to support and alleviate stress for “everyone waiting for their day in court”, as research shows that defendants, families, litigants, jurors, and attorneys may experience stress in the courtroom environment. Proposed completion is late Summer 2021.



Front Entrance

Architect rendering: Currie Sowards Aguila Architects

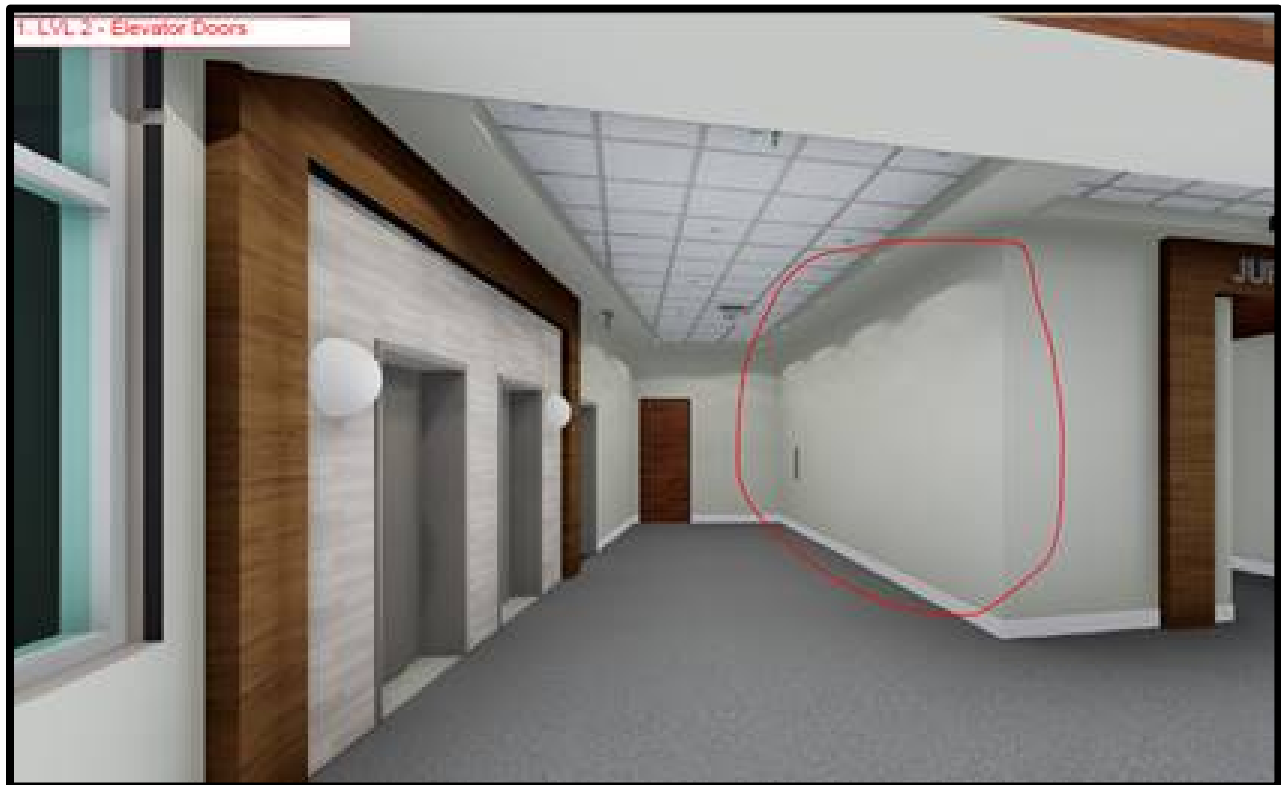
SCOPE OF WORK

This RFP is a request for original artwork for the targeted spaces listed below, and will be further identified at a site visit (see details on page five (5)). Proposals should incorporate the concept and overall theme that a courthouse serves the public, is a place of esteemed respect and justice. The Courthouse is designed with a reserved color scheme of serene tones of greens, creams, and natural wood tones throughout. All proposed artwork shall be original, site specific, and incorporates the natural beauty or history of the Florida Keys.

TARGETED SPACES – Interior Only - All dimensions APPROXIMATE

1. Elevator Doors – Four (4) skins needed for two (2) elevators/two (2) floors, dimensions: 3’10” wide x 7.0” high.
2. Glass Staircase - Suspended artwork with lighting: 200 lbs. max. weight, max length from ceiling 8-10’ feet, center void is 4’6” x 4’6”.
3. Clerk of Court Entrance Lobby – small wall dimensions: 10’ wide x 3’6” high.
4. Clerk of Court Transaction Counter – large wall dimensions: 11’ wide x 4’ high.
5. Jury Assembly Room wall dimensions: 30’ wide (less door) x 6’ high max.

6. Lobby (2nd floor) wall opposite the elevators dimensions: 15' wide x 7' high max.



1. Elevator doors and

6. 2nd floor lobby wall for artwork



2. Stairwell exposed to show spot for suspended piece - see light fixture



2. Stairwell complete in rendering - left of entrance



3/4. Clerk of Court Lobby – large wall (also below), 1 small wall above counter - right of door



4. Clerk of Court Transaction Counter (wall behind counter)



5. Jury Assembly Room wall (either side of door)



SELECTION OF ARTWORK: A two-step process

Step 1 - Request for Qualifications (RFQ)

Artist must meet all criteria to qualify through the initial application process in which artists must substantiate successful completion of contracts and projects within the past ten (10) years in the public and/or private sector. AIPP Committee members will select (pre-qualify) the artists, and then those selected artists will be eligible to receive all published **Requests for Proposals (RFP)** as projects arise. All pre-qualified Artists with current materials on file with the FKCA will receive all RFPs for future projects for five (5) years. Artists will be notified thirty (30) days in advance of their five (5) year expiration date and may remain in the database for an additional five (5) years by written (email) agreement. It is the artists' responsibility to notify FKCA of current contact information, address, and e-mail address changes. **You must already be a pre-qualified artist to apply for this RFP. Go to step 2.**

Step 2 - Request for Proposal (RFP)

Once an artist has been Qualified (step 1 above) they are notified of all opportunities to complete an **RFP**. Artists may develop and submit a proposal based on their evaluation of the project and site review opportunities. In collaboration with the artist, the County staff and the project architect will provide all pertinent project information, which may include suggested general locations for both interior and exterior treatments. Artists may make use of exterior and interior materials such as landscape, site furnishings, column cladding, flooring material, furniture, glazing, and lighting depending on the project and scope of work. If applying for multiple spaces, the proposal shall furnish an itemized budget for each space. AIPP will furnish artists with apportioned budgets accordingly. The total amount shall not exceed the stipulated total allocated per project for public art.

Artists may develop proposals for alternate spaces, and AIPP reserves the right to include such proposals in the review and selection process. Proposals must comply with the Americans with Disabilities Act of 1990 (42 USC §§ 12101), as amended (ADA), and local code requirements.

INSTALLATION REQUIREMENTS

Artists are responsible for all arrangements and costs including delivery, equipment, and tools as necessary to provide a completed and installed work. All additional costs must be included in the proposed quote. A complete work is considered to be installed in place, and, when appropriate, displayed with lighting and base. *All installations must conform to Village of Islamorada Codes and Monroe County Building Codes and be able to withstand winds required by the current version of the Florida Building Code.* Exterior art must be durable enough to also withstand sub-tropical climate conditions with hurricanes.

SITE VISIT FOR QUALIFIED ARTISTS

Artists are normally invited to attend a site inspection. There will be a **site** inspection for this project on **Tuesday April 27, 2021, beginning at 1:00 pm**. Strict protocols will be followed and groups of ten (10) will be escorted through the construction site by the Project Manager and an AIPP Committee Member. *RSVP's are mandatory.* Artists/Artist teams will be assigned a specific time. Email Elizabeth Young, [**director@keysarts.com**](mailto:director@keysarts.com), if you have questions regarding the construction plans or diagrams included herein.

SELECTION PROCESS AND TIMELINE

Artists will be advised of the final date for recommendation to the BOCC, if and when they are selected and sent a contract. Finalists *may* be required to present to the BOCC at a monthly meeting. After proper and full execution of the contract and appendix forms and upon issuance of a notice to proceed, the artist(s) will have at least ninety (90) days to execute and complete their work to coincide with the completion date of the project. A contract approved by the County Attorney's office must be executed by the artist. *The sample Monroe County Art in Public Places Purchase Agreement and applicable Monroe County Forms are attached hereto.* **Artists are not required to complete and/or execute the attached SAMPLE Agreement and forms for submission with a proposal. The Agreement and forms will only be executed by the selected Artist.** The Board of County Commissioners reserves the right to reject any and all applicants, to waive informalities in any and all responses, to re-advertise, and to separately accept or reject any response and to award and/or negotiate a contract in the best interest of the County.

SELECTION CRITERIA

The following process and criteria will apply for each RFP:

Exceptional Quality of Proposed Artwork (25 points)

Enduring Value and Maintenance of Proposed Artwork (30 points)

Site Compatibility (25 points)

Character and Environment of the Florida Keys depicted in the Proposed Artwork (10 points)

Artists that reside in the Florida Keys (10 points)

INSURANCE REQUIREMENTS

Artists whose proposals **are** selected through the RFP process must agree to maintain a Three Hundred Thousand and 00/100 (\$300,000.00) Dollars liability insurance policy (as part of their contract) which will insure and indemnify the artist(s) and the Monroe County Board of County Commissioners during the term of the contract and for one (1) year after acceptance of the project, unless the requirement is waived by the Monroe County Risk Manager.

SUBMITTAL REQUIREMENTS

Applications shall be submitted to Monroe County at the designated location not later than the time and date for receipt of Applications indicated in the Notice of Request for Competitive Solicitations, or any extension thereof made by Addendum. Artists, who wish to be considered, must submit **all** the following materials electronically as set forth herein:

- 1. Application:** Complete, sign, and date the attached one (1) page Application. The name on the Application must be either the individual name, team name, corporate name, or other entity name in which the artist intends to apply for any future project.
- 2. Artist Statement:** One (1) page maximum, stating interest, outlining artist's approach to public art, and describing relevant experience.
- 3. Written Proposal:** Narrative summary describing the proposed original and project specific artwork; Limit two (2) pages maximum (8.5"x11").
- 3. Itemized Budget:** Include all aspects of design, complete installation, artist fees, and fabrication. If 3-dimensional art, complete installation will include base, lighting, landscaping, and any other applicable components.
- 4. Concept Drawings of proposed original and project specific artwork:** Submit digital images in PDF or JPG format not exceeding 75dpi – five (5) images maximum.
- 5. Model:** If Artist proposes to submit 3-dimensional art, one (1) small model may be included with the Application Proposal by **initially** submitting digital images of the Model in PDF or JPG format not exceeding 75dpi – five (5) images maximum. If the AIPP Committee thereafter desires to see the 3-dimensional Model upon receipt of all proposals, the Artist will be contacted and provided with delivery instructions for forwarding the actual Model.

APPLICATION DEADLINE and INSTRUCTIONS

In response to COVID-19, the Monroe County Purchasing Department has implemented a new electronic process for receiving and opening sealed responses. Monroe County is committed to continuing to receive and process competitive solicitations while maintaining the health and safety of our employees and those who attend the bid opening.

Please **DO NOT** mail or attempt to deliver in-person any sealed application response. Mailed/delivered Application Proposals will not be considered.

1. All required materials in the application process outlined above must be received by **May 20, 2021, at 3:00 p.m. EST**, at which time they will be opened pursuant to the Notice of Request for Competitive Solicitations and as noted below.

2. Monroe County Purchasing requests that application proposals be submitted via email to:

OMB-BIDS@monroecounty-fl.gov

no later than **3:00 p.m. EST, on May 20, 2021**. Your subject line on the email must read as follows:

**MONROE COUNTY ART IN PUBLIC PLACES
REQUEST FOR PROPOSALS – PLANTATION KEY COURTHOUSE AND
DETENTION CENTER, 5/20/2021**

Files that do not contain this subject line **WILL BE REJECTED**.

3. Please note that the maximum file size that will be accepted by email is 25MB. Please plan accordingly to ensure that your application proposal is not rejected due to the file size. Should your application proposal documents exceed 25MB or otherwise be rejected or undeliverable to OMB-BIDS@monroecounty-fl.gov, in advance of the proposal opening, please email:

omb-purchasing@monroecounty-fl.gov

so accommodations for delivery of your application proposal can be made prior to the opening date. Please be advised that it is the bidder's sole responsibility to ensure delivery of their application proposal and waiting until the proposal opening to address or confirm your proposal submission delivery will result in your proposal being rejected.

4. The bid opening for this solicitation will be held virtually via the internet at **3:00 p.m. EST, on May 20, 2021**. You may call in via phone or internet using the following:

Join Zoom Meeting

<https://mcbocc.zoom.us/j/4509326156>

Meeting ID: 450 932 6156

One tap mobile:

+16465189805,,4509326156# US (New York)

+16699006833,,4509326156# US (San Jose)

Dial by your location:

+1 646 518 9805 US (New York)

+1 669 900 6833 US (San Jose)

5. The Artist/Proposer shall assume full responsibility for timely delivery at the location designated for receipt of Application Proposals.

6. Oral, telephonic, telegraphic, mailed, and faxed Proposals are invalid and will not receive consideration. Any Proposal not received by the Purchasing Department on or before the deadline for receipt of proposals designated in the Notice of Calling for Proposals will not be opened.

IN COMPLIANCE WITH COUNTY REGULATIONS, MATERIALS RECEIVED AFTER
THE DEADLINE STATED ABOVE WILL BE AUTOMATICALLY REJECTED.
ABSOLUTELY NO EXCEPTIONS WILL BE MADE FOR ANY REASON.

Monroe County's representative authorized to open the Proposals will decide when the specified time has arrived and no Proposals received thereafter will be considered. Proposals received after the time and date for receipt of Proposals will be returned unopened. All proposals must remain valid for a period of ninety (90) days. The BOCC will automatically reject the application of any person or affiliate who appears on the convicted vendor list prepared by the Department of Management Services, State of Florida, under Sec. 287.133(3)(d), Fla. Stat. (1997).

INTERPRETATION AND CORRECTION OF PROPOSAL DOCUMENTS

Should any Artist/Proposer discover any discrepancy, ambiguity, inconsistency, or error upon examination of the Proposal Documents, they shall promptly notify **Elizabeth Young**, Executive Director, Florida Keys Council of the Arts, in writing at **director@keysarts.com**.

Artists/Proposers requiring clarification or interpretation of the Proposal Documents shall submit their questions, in writing to the Executive Director no later than ten (10) business days prior to the date for receipt of the Application Proposals. Any answer, interpretation, correction, or change of the Proposal Documents will be accomplished by Addenda. Copies of Addenda will be made available for inspection at DemandStar at <http://www.demandstar.com> or <http://www.monroecountybids.com>. Interpretations, corrections, or changes of the Proposal Documents made in any other manner will not be binding, and Artists/Proposers shall not rely upon such interpretations, corrections, and changes. Oral and other interpretations or clarifications will be without legal effect.

ADDENDA

Each Artist/Proposer shall ascertain prior to submitting his/her Application Proposal that he/she has received all Addenda issued, and he/she shall acknowledge their receipt in his/her Application/Proposal. However, in case any Artist/Proposer fails to acknowledge receipt of such addenda, his/her Application/Proposal will nevertheless be construed as if it had been received and acknowledged, and the submission of the Application Proposal will constitute acknowledgement of receipt of the Addenda. It is the responsibility of each Artist/Proposer to verify that he/she has received all Addenda issued before Proposals are opened.

No Addenda will be issued later than five (5) business days prior to the date for receipt of the Application Proposals except for an Addendum withdrawing the Request for Proposals or one which includes postponement of the date for receipt of Application Proposals.

Copies of Addenda will be made available for inspection where Proposal Documents are

on file for that Purpose, i.e. at DemandStar at <http://www.demandstar.com> or at <http://www.monroecountybids.com>.

MODIFICATION AND WITHDRAWAL OF PROPOSALS

An Application Proposal may not be modified, withdrawn, or canceled by the Artist Proposer during the stipulated time period following the time and date designated for the receipt of Proposals, and each Proposer so agrees in submitting his/her Application Proposal.

Prior to the time and date designated for receipt of Proposals, any Proposal submitted may be modified by delivery to Monroe County Purchasing Department of a complete Proposal as modified. All emails shall be marked “**Modified Proposal**”. Delivery shall comply with requirements for the original proposal.

Proposals may be withdrawn prior to the time and date designated for the receipt of Proposals. Withdrawn Proposals may be resubmitted up to the time designated for the receipt of Proposals provided that they are then fully in conformance with these instructions to Proposers.

Conditional, modified, or qualified proposals will be rejected. Proposers are to comply with the instructions on the proposal forms, and not make any changes thereto.

AWARD OF CONTRACT

The County reserves the right to reject any and all proposals, or any part of a proposal. The Owner reserves the right to waive variations from the specifications that do not render the proposal non-conforming, to re-advertise for competitive solicitations, or to abandon the project, purchase of goods, or request for competitive solicitations. The Owner retains the right to disregard non-conformities, non-responsive proposals or conditional proposals in the best interest of the County.

In evaluating Proposals, the County shall consider the qualifications of the proposers and whether or not the Proposals comply with the prescribed requirements in the Proposal Documents.

The County may conduct such investigations, as deemed necessary to assist in the evaluation of any Proposal and to establish the responsibility, qualifications, and financial ability of the Proposers, proposed subcontractors, and other persons or organizations to do the work in accordance with the Contract Documents to the County’s satisfaction within the prescribed time.

The County reserves the right to request any additional information related to the financial qualifications, technical competence, the ability to satisfactorily perform within the contract time constraints, or other information the department deems necessary to enable the department and Board of County Commissioners to determine if the person responding is responsible.

The County reserves the right to reject the Proposal of any Proposer who does not pass any such evaluation to its satisfaction.

If the Contract is to be awarded, the County will issue the Notice of Award to the successful Proposer within ninety (90) days after the date of receipt of proposals. The County reserves the right to return all Proposals, not make any awards, and cancel the Project. The County reserves the right to not accept any proposals and advertise another RFP for the job.

Protest Procedure: Any Bidder/Respondent/Proposer who claims to be adversely affected by the decision or intended decision to award a contract shall submit in writing a notice of protest which must be received by the County within seventy-two (72) hours or three (3) business days, whichever is less, after the posting of the Notice of Decision or Intended Decision on DemandStar or posting of the Notice of Decision or Intended Decision on the Monroe County Board of County Commissioner's agenda, whichever occurs first. Additionally, a formal written protest must be submitted in writing and must be received by the County Attorney's Office seventy-two (72) hours or three (3) business days prior to the Board of County Commissioners's meeting date in which the award of contract by the Board of County Commissioners will be heard. The only opportunity to address protest claims is before the BOCC at the designated public meeting in which the agenda item awarding the contract is heard. In accordance with the Rules of Debate as set forth in the Monroe County Board of County Commissioners Administrative Procedures, the Bidder/Respondent/Proposer that filed the protest is responsible for providing the Clerk with his/her name and residence prior to the agenda item to award the contract being called in order to preserve their opportunity to be heard on this matter. An individual has three (3) minutes to address the Commission and a person representing an organization has five (5) minutes to address the Commission. The BOCC decision to award the contract is final and at their sole discretion. Failure to timely protest within the times prescribed herein shall constitute a waiver of the ability to protest the award of contract, unless it is determined that it is in the best interest of the County to do so. The filing of a protest shall not stop the solicitation, negotiations, or contract award process, unless it is determined that it is in the best interest of the County to do so.

EXECUTION OF CONTRACT

The contract shall be put in final form by the FKCA and given to the Artist for signature. The Artist shall sign and deliver one (1) original of the Contract Agreement, which may be electronically executed, to FKCA within ten (10) days after receipt of a contract from FKCA. All other Contract Documents such as Insurance Certificates are to be provided to FKCA along with the executed Contract Agreement or within fourteen (14) days after approval of the Contract by the Board of County Commissioners. A Notice to Proceed will be issued to the Artist after approval by the BOCC and upon satisfactory compliance with these provisions. In no event shall the failure of the Artist to provide satisfactory Insurance Certificates within the stipulated time be cause for an extension of the contract time. FKCA will return one (1) fully executed copy of the Contract Agreement to the Artist with all other Contract Documents attached upon receipt from the County.

SPECIAL LEGAL REQUIREMENTS

Each Artist/Proposer, before submitting the Proposal, shall familiarize itself with all Federal, State, and local laws, ordinances, permit fees, impact fees, rules, and regulations that may apply to the Work or that may in any manner affect the cost, progress, or performance of the Work. Monroe County requires its buildings to conform to the Florida Green Building Coalition standards.

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

**Monroe County Art in Public Places
Request for Proposals
PLANTATION KEY COURT HOUSE AND DETENTION CENTER
Artist Application**

Name:

(Artist and/or Artist Team Name(s) and/or Corporate name) Must match COMPLETED W-2

Address:

City/State/Zip: _____

Phone: Work: _____ **Cell:** _____

E-Mail: _____

Website: _____

Monroe County resident: Yes ___ No ___

(If yes, attach proof of residency – such as a driver's license, utility bill, or business tax receipt)

For your application to be considered – All requested information must be included in the electronic submission. Please check the following items to indicate they are attached:

- ☐ Artist Statement and Proposal Project Summary (please limit to 300 words).
- ☐ Current Resume. (Teams/Corporate entity must submit one (1) Resume for each member.)
- ☐ Proposal Images, Sketches, renderings (Minimum five (5), but maximum ten (10) images.)
- ☐ Cover page with list identifying images.

Note: All support materials must be included in the one electronic Application Proposal submission.

Signature confirms that all information provided for this Application is true and correct.

Signature of Artist or head of Artist team Type or print name Title Date
or authorized Corporate representative (if applicable)

Note: The Applicant is responsible for updating current contact information with the Florida Keys Council of the Arts if there are any changes.

I acknowledge receipt of Addenda No. (s):

No. ___ Dated _____ No. ___ Dated _____ No. ___ Dated _____

Monroe County Art in Public Places Award Agreement (SAMPLE)
Plantation Key Courthouse and Detention Center

This AGREEMENT dated the _____ day of _____, 2021, is entered into by and between the BOARD OF COUNTY COMMISSIONERS FOR MONROE COUNTY, hereinafter "County"/"BOCC", whose address is 1100 Simonton Street, Key West, Florida 33040, and _____, hereinafter "Artist"/"Contractor", whose address is _____.

WHEREAS, the Monroe County BOCC recognizes the extent of cultural resources available in the county for development, promotion, and enjoyment of the arts. It is the intent of the BOCC to enrich culturally and benefit the citizens of this county through the establishment of Art in Public Places; and

WHEREAS, the Art in Public Places Ordinance No. 022-2001 (AIPP Ordinance), codified at Monroe County Code §2-233, authorizes the allocation of one percent (1%) of the County's construction costs for new construction exceeding \$500,000.00 and renovations exceeding \$100,000.00 to be set aside in a fund and used for acquisition, commission, installation, and maintenance of works of art to be used in, upon, or around the new or renovated County buildings; and

WHEREAS, the AIPP Ordinance established an Arts in Public Places Committee (AIPP) to review responses to Requests for Proposals for art to be acquired, commissioned, installed, and maintained in public construction projects and to advise the BOCC regarding the art subject to the AIPP allocation; and

WHEREAS, the BOCC desires to acquire public artwork to be installed, placed, and/or located at the Plantation Key Courthouse and Detention Center project, Plantation Key, Monroe County, Florida, to promote understanding and awareness of the visual arts and to enrich the public environment for residents and visitors; and

WHEREAS, in conformity with the AIPP Ordinance, MCC §2-233, and a Request for Proposals, the Artist was selected by the AIPP Committee to provide public artwork for this location; and

WHEREAS, the Artist wishes to create a unique piece of artwork to be installed in a public space inside and/or outside the Plantation Key Courthouse and Detention Center in Monroe County, Florida ("Project"); and

WHEREAS, the Artist and County wish to undertake the obligations expressed herein;

NOW, THEREFORE, in consideration of the mutual covenants and payments contained herein, the parties have entered into this Agreement on the terms and conditions as set forth below:

1. **AGREEMENT PERIOD:** This Agreement shall be effective on the date that this contract has been approved by the BOCC and is signed by both parties. The term of the Agreement is for a period of ninety (90) days after issuance of a Notice to Proceed to execute and complete the work. This Agreement shall remain in effect for the stated period unless one party gives to the other written notification of termination pursuant to and in compliance

with paragraphs 13 and 14 below. All work for which AIPP funds are to be expended must be completed by the stated termination date.

2. SCOPE OF SERVICES: The Artist shall perform all services, and provide and furnish all supplies, materials, and equipment as necessary for transportation, creation, and installation of artwork as follows:

Services shall be performed in a professional manner and in strict compliance with all terms and conditions in this Agreement. Artist shall confer with and coordinate activities with Executive Director, Florida Keys Council of the Arts, Elizabeth Young, in order to insure that there is as much cooperation and cohesiveness in the incorporation of the art in or around the building so that there shall be the least amount of interference between the Artist and the Plantation Key Courthouse and Detention Center personnel or any construction staff.

3. AMOUNT OF AGREEMENT AND PAYMENT: The County shall provide an amount not to exceed _____ (\$ _____) **Dollars** for the final approved materials and services used to create and install the project. The Board of County Commissioners assumes no liability to fund this agreement for an amount in excess of this award. Monroe County's performance and obligation to pay under this agreement is contingent upon an annual appropriation by the BOCC. Pursuant to Florida's Prompt Payment Act, upon receipt by County of an **Invoice for each of three (3) phases and documentation** to satisfy the Clerk that the appropriate phase has been completed, payment shall be made for the following phases at the referenced rates:

- 1) Design Phase: 33.3% of total payment;
- 2) Materials: 33.3% of total when Artist submits **receipts** for materials and eligible costs equal to or greater than 33.3% of the contract total. Travel expenses are included in this phase and shall be paid in accordance with Florida State Statute, Sec. 112.061, or as described in 2) a) below:
- 2(a) Travel: All travel expenses shall be reported on a State of Florida Voucher for Reimbursement of Travel Expenses. If Artist has airfare, the ***original boarding pass, or equivalent***, must be attached to the Voucher. If Artist is in a vehicle, mileage must be reported on the Voucher. Mileage is reimbursable at \$0.53 cents per mile. Meals are to be reported as follows: Breakfast – when travel begins before 6 a.m. and extends beyond 8 a.m. for \$10.00; Lunch – when travel begins before 12 noon and extends beyond 2 p.m. for \$15.00; and Dinner – when travel begins before 6 p.m. and extends beyond 8 p.m. for \$30.00. A State of Florida Voucher for Reimbursement of Travel Expenses is attached and made a part of this contract.

- 3) Completion: 33.3% final payment due when installation is deemed complete and contractual agreement specifications are verified by the Monroe County Project Management Department or designee.

Eligible costs and expenditures for the project and the total award include, but are not limited to:

- A. Artist's design fee.
- B. Labor, materials, and contracted services required for production and installation.
- C. Artist's operating expenses related to the project.
- D. Travel related to this project, pursuant to statutory limitations (see above paragraph 3, item 2).
- E. Transportation of the work to the site (see above paragraph 3, item 2).
- F. Installation to the site.
- G. Permits and fees necessary for the installation (applicable for exterior projects, which may also require HARC review, if applicable).
- H. Legal costs directly related to the project.
- I. Liability insurance costs of Artist.

Payment shall be made upon presentation of an original invoice and documentation necessary to support the completion of the work. The Artist shall submit to the County invoices with supporting documentation that are acceptable to the Clerk. Acceptability to the Clerk is based on generally accepted accounting principles and such laws, rules, and regulations as may govern the Clerk's disbursement of funds. Artist shall also provide release of liens if applicable.

Final payment request must be submitted no later than sixty (60) days after the completion of the project.

- 4. **TAXES:** Should any state or federal sales, use, or excise taxes, or similar charges relating to the services and materials under this Agreement become due, such taxes shall be paid by the Artist in a timely fashion.
- 5. **OWNERSHIP and RIGHTS:** Upon the installation of the artwork and acceptance by the County, the County shall own the artwork and title to the artwork shall pass to the County. This Article 4 and the Artist's signature on this Agreement shall constitute and be construed as the Artist's express waiver of rights as provided in 17 U.S.C. §106A, et al. al., to the extent that the artwork may be removed, adjusted, replaced, and/or relocated, as deemed necessary by the County without obtaining a waiver or permission from the Artist, and that modification to the artwork resulting from conservation or public presentation involving lighting and placement is not prohibited modification or considered alteration, distortion, or mutilation of the artwork. Artist agrees that the County as owner of the building and/or property that includes the artwork may, without the consent or permission of the Artist, make or authorize the making of alterations and/or destruction of such building and/or property. Artist agrees that where the artwork may be created or conceived in any fashion by more than one author, the Artist's signature and waiver binds the entire group of authors/artists.
- 6. **RECORDS:** The Artist shall keep such records as are necessary to document performance of the Agreement for ten (10) years and give access to these records at the request of the County, the State of Florida, or authorized agents and representatives of said governmental

bodies. The Artist understands that it shall be responsible for repayment of any and all audit exceptions which are identified by the Auditor General for the State of Florida, the Clerk of Court for Monroe County, the Board of County Commissioners for Monroe County, or their agents and representatives. For Public Records requirements see paragraph 21 below.

Right to Audit

Availability of Records. The records of the parties to this Agreement relating to the Project, which shall include but not be limited to accounting records (hard copy, as well as computer readable data if it can be made available; subcontract files (including proposals of successful and unsuccessful bidders, bid recaps, bidding instructions, bidders list, etc.); original estimates; estimating work sheets; correspondence; change order files (including documentation covering negotiated settlements); backcharge logs and supporting documentation; general ledger entries detailing cash and trade discounts earned, insurance rebates and dividends; any other supporting evidence deemed necessary by County or the Monroe County Office of the Clerk of Court and Comptroller (hereinafter referred to as "County Clerk") to substantiate charges related to this agreement, and all other agreements, sources of information and matters that may in County's or the County Clerk's reasonable judgment have any bearing on or pertain to any matters, rights, duties or obligations under or covered by any contract document (all foregoing hereinafter referred to as "Records") shall be open to inspection and subject to audit and/or reproduction by County's representative and/or agents or the County Clerk. County or County Clerk may also conduct verifications such as, but not limited to, counting employees at the job site, witnessing the distribution of payroll, verifying payroll computations, overhead computations, observing vendor and supplier payments, miscellaneous allocations, special charges, verifying information and amounts through interviews and written confirmations with employees, Subcontractors, suppliers, and contractors representatives. All records shall be kept for ten (10) years after Final Completion of the Project. The County Clerk possesses the independent authority to conduct an audit of Records, assets, and activities relating to this Project. If any auditor employed by the Monroe County or County Clerk determines that monies paid to Contractor pursuant to this Agreement were spent for purposes not authorized by this Agreement, the Contractor shall repay the monies together with interest calculated pursuant to Section 55.03, F.S., running from the date the monies were paid to Contractor. The *right to audit* provisions survives the termination or expiration of this Agreement.

7. MODIFICATIONS AND AMENDMENTS: Any and all modifications of the terms of this Agreement or any changes in the design of the artwork shall be only amended in writing and approved by the BOCC. Extensions of time, as requested by either party, to complete any terms or conditions of this Agreement must be made in writing and must be approved by the BOCC, which said consent shall not be unreasonably withheld.
8. INDEPENDENT CONTRACTOR: At all times and for all purposes hereunder, the Artist is an independent contractor and not an employee of the Board of County Commissioners of Monroe County. No statement contained in this Agreement shall be construed as to find the Artist or any of its employees, contractors, servants, or agents to be employees of the Board of County Commissioners of Monroe County, and they shall be entitled to none of the rights, privileges, or benefits of employees of Monroe County.

9. **COMPLIANCE WITH LAW:** In carrying out its obligations under this Agreement, the Artist shall abide by all statutes, ordinances, rules, and regulations pertaining to or regulating the provisions of this Agreement, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement and shall entitle the County to terminate this Agreement immediately upon delivery of written notice of termination to the Artist.
10. **HOLD HARMLESS/INDEMNIFICATION:** The Artist hereby agrees to indemnify and hold harmless the BOCC, Florida Keys Council of the Arts, AIPP Committee and Monroe County and any of their officers and employees from and against any and all claims, liabilities, litigation, causes of action, damages, costs, expenses (including but not limited to fees and expenses arising from any factual investigation, discovery or preparation for litigation), and the payment of any and all of the foregoing or any demands, settlements, or judgments arising directly or indirectly under this Agreement. The Artist shall immediately give notice to the County of any suit, claim, or action made against the County that is related to the activity under this Agreement, and will cooperate with the County in the investigation arising as a result of any suit, action, or claim related to this Agreement. This indemnification shall survive the termination or expiration of this Agreement.
11. **NONDISCRIMINATION.** Artist and County agree that there will be no discrimination against any person, and it is expressly understood that upon a determination by a court of competent jurisdiction that discrimination has occurred, this Agreement automatically terminates without any further action on the part of any party, effective the date of the court order. Artist or County agrees to comply with all Federal and Florida statutes, and all local ordinances, as applicable, relating to nondiscrimination. These include but are not limited to: 1) Title VII of the Civil Rights Act of 1964 (PL 88-352) which prohibits discrimination on the basis of race, color or national origin; 2) Title IX of the Education Amendment of 1972, as amended (20 USC ss. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; 3) Section 504 of the Rehabilitation Act of 1973, as amended (20 USC s. 794), which prohibits discrimination on the basis of handicaps; 4) The Age Discrimination Act of 1975, as amended (42 USC ss. 6101-6107) which prohibits discrimination on the basis of age; 5) The Drug Abuse Office and Treatment Act of 1972 (PL 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; 6) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; 7) The Public Health Service Act of 1912, ss. 523 and 527 (42 USC ss. 690dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; 8) Title VIII of the Civil Rights Act of 1968 (42 USC s. 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; 9) The Americans with Disabilities Act of 1990 (42 USC s. 12101 Note), as may be amended from time to time, relating to nondiscrimination on the basis of disability; 10) Monroe County Code Chapter 14, Article II, which prohibits discrimination on the basis of race, color, sex, religion, national origin, ancestry, sexual orientation, gender identity or expression, familial status or age; 11) Any other nondiscrimination provisions in any Federal or state statutes which may apply to the parties to, or the subject matter of, this Agreement.
12. **ANTI-KICKBACK:** The Artist warrants that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, and that no employee or officer of the County has

any interest, financially or otherwise, in the said funded project, except for general membership. For breach or violation of this warranty, the County shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the agreement price or consideration, the full amount of such commission, percentage, brokerage or contingent fee.

13. **TERMINATION:** This Agreement shall terminate pursuant to Paragraph 1. Termination prior thereto shall occur whenever funds cannot be obtained or cannot be continued at a level sufficient to allow for the continuation of this Agreement pursuant to the terms herein. In the event that funds cannot be continued at a level sufficient to allow the continuation of this Agreement pursuant to the terms specified herein, this Agreement may then be terminated immediately by written notice of termination delivered in person or by mail to Artist. The County may terminate this Agreement without cause upon giving ninety (90) days written notice of termination to Artist. The County shall not be obligated to pay for any services or goods provided by Artist after Artist has received written notice of termination.

For Contracts of any amount, if the County determines that the Contractor/Consultant has submitted a false certification under Section 287.135(5), Florida Statutes or has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, the County shall have the option of (1) terminating the Agreement after it has given the Contractor/Consultant written notice and an opportunity to demonstrate the agency's determination of false certification was in error pursuant to Section 287.135(5)(a), Florida Statutes, or (2) maintaining the Agreement if the conditions of Section 287.135(4), Florida Statutes, are met.

14. **TERMINATION FOR BREACH:** The County may immediately terminate this Agreement for any breach of the terms contained herein. Such termination shall take place immediately upon receipt of written notice of said termination. Any waiver of any breach of covenants herein contained to be kept and performed by Artist shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the County from declaring a forfeiture for any succeeding breach either of the same conditions or of any other conditions.
15. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement and understanding of the parties hereto with respect to the subject matter hereof and supersedes any and all prior agreements with respect to such subject matter between the County and the Artist.
16. **GOVERNING LAW, INTERPRETATION, AND CONSENT TO JURISDICTION:** This Agreement, its performance, and all disputes arising hereunder, shall be governed by the laws of the State of Florida, and both parties agree that the proper venue for any actions shall be in Monroe County. The County and Artist agree that, in the event of conflicting interpretations of the terms or a term of this Agreement by or between them the issue shall be submitted to mediation prior to the institution of any other administrative or legal proceeding.
17. **ETHICS CLAUSE:** Artist warrants that he/she has not employed, retained or otherwise had act on his/her behalf any former County officer or employee subject to the prohibition of Section 2 of Ordinance No. 10-1990 or any County officer or employee in violation of

Section 3 of Ordinance No. 10-1990. For breach or violation of the provision the County may, at its discretion, terminate this Agreement without liability and may also, at its discretion, deduct from the agreement or purchase price, or otherwise recover, the full amount of any fee, commission, percentage, gift, or consideration paid to the former or present County officer or employee.

18. PUBLIC ENTITY CRIME STATEMENT: A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid, proposal, or reply on an agreement to provide any goods or services to a public entity, may not submit a bid, proposal, or reply on an agreement with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under an agreement with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Fla. Stat., Section 287.017, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. Artist represents that Artist is not on the Convicted Vendor list.
19. AUTHORITY: Artist warrants that it is authorized by law to engage in the performance of the activities encompassed by the project herein described. Each of the signatories for the Artist below is authorized to contract Artist's services. County warrants that it has all required authority to enter into this Agreement and to be bound by the terms hereof.
20. LICENSING AND PERMITS: Artist warrants that he or she shall have, prior to commencement of work under this Agreement and at all times during said work, all required licenses and permits whether Federal, State, County, or City.
21. INSURANCE: Artist agrees that it maintains in force at its own expense a liability insurance policy which will insure and indemnify the Artist and the County from any suits, claims or actions brought by any person or persons and from all costs and expenses occurring during the Agreement or thereafter that results from performance by Artist of the obligations set forth in this Agreement. At all times during the term of the Agreement and for one (1) year after acceptance of the project, **unless the requirement is waived by the Monroe County Risk Manager**, Artist shall maintain on file with the County a certificate of the insurance of the carriers showing that the aforesaid insurance policy is in effect. All insurance policies must specify that they are not subject to cancellation, non-renewal, material change or reduction in coverage unless a minimum of thirty (30) days prior notification is given to the County by the insurer.

Acceptance and/or approval of Artist's insurance shall not be construed as relieving Artist from any liability or obligation assumed under this contract or imposed by law.

The Monroe County Board of County Commissioners, its employees and officials will be included as "Certificate Holder" and "Additional Insured" on all policies except worker's compensation.

Any deviations from these General Insurance Requirements must be requested in writing on the County form titled "Request for Waiver of Insurance Requirements" and must be approved by Monroe County Risk Management. The following coverages shall be provided prior to commencement of work governed by this contract:

1. Workers' Compensation if, and as required by Florida Statutes. If the Artist has no employees as defined by Florida Statutes and Regulations, the Artist shall submit a letter stating that he or she is exempt from this requirement.

2. General Liability Insurance. Coverage shall be maintained throughout the life of the contract and include, as a minimum:

- Premises Operations
- Products and Completed Operations
- Blanket Contractual Liability
- Personal Injury Liability
- Expanded Definition of Property Damage

The minimum limits acceptable shall be:

\$300,000 Combined Single Limit (CSL)

If coverage is provided on a Claims Made policy, its provisions should include coverage for claims filed on or after the effective date of this contract. In addition, the period for which claims may be reported should extend for a minimum of twelve (12) months following the acceptance of work by the County.

22. **UNCONTROLLABLE CIRCUMSTANCE/FORCE MAJEURE:** Any delay or failure of either Party to perform its obligations under this Agreement will be excused to the extent that the delay or failure was caused directly by an event beyond such Party's control, without such Party's fault or negligence and that by its nature could not have been foreseen by such Party or, if it could have been foreseen, was unavoidable: (a) acts of God; (b) flood, fire, earthquake, explosion, tropical storm, hurricane or other declared emergency in the geographic area of the Project; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest in the geographic area of the Project; (d) government order or law in the geographic area of the Project; (e) actions, embargoes, or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority prohibiting work in the geographic area of the Project; (each, a "Uncontrollable Circumstance"). Artist's financial inability to perform, changes in cost or availability of materials, components, or services, market conditions, or supplier actions or contract disputes will not excuse performance by Artist under this Section. Artist shall give County written notice within seven (7) days of any event or circumstance that is reasonably likely to result in an Uncontrollable Circumstance, and the anticipated duration of such Uncontrollable Circumstance. Artist shall use all diligent efforts to end the Uncontrollable Circumstance, ensure that the effects of any Uncontrollable Circumstance are minimized and resume full performance under this Agreement. The County will not pay additional cost as a result of an Uncontrollable Circumstance. The Artist may only seek a no cost Change Order for such reasonable time as the County's Representative may determine.
23. **DEATH OR INCAPACITY:** If the Artist becomes unable to complete this Agreement due to death or incapacity, such death or incapacity will not be deemed a breach of this Agreement or a default on the part of the Artist for the purpose of Paragraphs 13 or 14, Termination. However, nothing in this paragraph shall obligate the County to accept the artwork for this Project.

In the event of incapacity, the Artist shall assign the Artist's obligations and services under this Agreement to another artist provided that the County, in its sole discretion, approves of the new artist. Alternatively, the County may elect to terminate this Agreement. Should the County terminate this Agreement, the Artist shall retain all rights he or she is entitled to under this Agreement. The artwork and any reproductions thereof shall contain a credit to the Artist and any copyright notice, if applicable.

In the event of death, this Agreement shall terminate effective the date of death. Should the Agreement terminate due to the Artist's death, the Artist's heirs shall retain all rights under this Agreement to which the Artist would have been entitled thereto.

24. **PUBLIC RECORDS COMPLIANCE:** Contractor must comply with Florida public records laws, including but not limited to Chapter 119, Florida Statutes, and Section 24 of Article I of the Constitution of Florida. The County and Contractor shall allow and permit reasonable access to, and inspection of, all documents, records, papers, letters or other "public record" materials in its possession or under its control subject to the provisions of Chapter 119, Florida Statutes, and made or received by the County and Contractor in conjunction with this contract and related to contract performance. The County shall have the right to unilaterally cancel this contract upon violation of this provision by the Contractor. Failure of the Contractor to abide by the terms of this provision shall be deemed a material breach of this contract and the County may enforce the terms of this provision in the form of a court proceeding and shall, as a prevailing party, be entitled to reimbursement of all attorney's fees and costs associated with that proceeding. This provision shall survive any termination or expiration of the contract. The Contractor is encouraged to consult with its advisors about Florida Public Records Law in order to comply with this provision. Pursuant to Fla. Stat., Sec. 119.0701, and the terms and conditions of this contract, the Contractor is required to:
- (1) Keep and maintain public records that would be required by the County to perform the service.
 - (2) Upon receipt from the County's custodian of 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 this chapter or as otherwise provided by law.
 - (3) 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 contract if the contractor does not transfer the records to the County.
 - (4) Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records that would be required by the County to perform the service. If the Contractor transfers all public records to the County upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the

County's custodian of records, in a format that is compatible with the information technology systems of the County.

(5) A request to inspect or copy public records relating to a County contract must be made directly to the County, but if the County does not possess the requested records, the County shall immediately notify the Contractor of the request, and the Contractor must provide the records to the County or allow the records to be inspected or copied within a reasonable time.

If the Contractor does not comply with the County's request for records, the County shall enforce the public records contract provisions in accordance with the contract, notwithstanding the County's option and right to unilaterally cancel this contract upon violation of this provision by the Contractor. A Contractor who fails to provide the public records to the County or pursuant to a valid public records request within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes.

The Contractor shall not transfer custody, release, alter, destroy or otherwise dispose of any public records unless or otherwise provided in this provision or as otherwise provided by law.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, BRIAN BRADLEY AT PHONE# 305-292-3470, BRADLEY-BRIAN@MONROECOUNTY-FL.GOV, MONROE COUNTY ATTORNEY'S OFFICE, 1111 12TH Street, SUITE 408, KEY WEST, FL 33040.

25. RISK OF LOSS: Risk of loss or damage to the artwork shall be borne by the Artist until acceptance of the artwork by the County as indicated after the final payment has been made. The Artist shall carry insurance sufficient to cover the purchase price of the artwork to cover risk of loss or damage to the artwork until final acceptance by the County. The Artist shall take such measures as are reasonably necessary to protect the artwork from loss or damage.
26. NOTICE: Any notice or correspondence required or permitted under this Agreement shall be in writing and hand delivered or sent by United States Mail, postage prepaid, to the other party by certified mail, return receipt requested, or by courier with proof of delivery. The place of giving Notice shall remain the same as set forth herein until changed in writing in the manner provided in this paragraph. Notice is deemed received by Artist when hand delivered by national courier with proof of delivery or by U.S. Mail upon verified receipt or upon the date of refusal or non-acceptance of delivery. Notice shall be sent to the following addresses:

For Artist:

For County:

Florida Keys Council of the Arts
1100 Simonton Street, Suite 2-263
Key West, FL 33040

and

Monroe County Attorney
P. O. Box 1026
Key West, FL 33041

27. **WARRANTIES OF QUALITY AND CONDITION:** Artist represents and warrants that all work will be performed in accordance with professional standards and the artwork, as fabricated and installed, will be free from defects in material and workmanship which cause or accelerate deterioration of the artwork and that reasonable maintenance of the artwork will not require procedures substantially in excess of those described in the Artist's maintenance recommendations manual or proposal. The Artist represents and warrants that the artwork and the materials used are not currently known to be harmful to public health and safety. The warranties described in this Article shall survive for a period of five (5) years after final acceptance of the artwork, with periodic required maintenance by the County, according to instructions provided by the Artist. The County shall give written notice to the Artist of any breach of this warranty during the five (5) year period. The Artist shall, at no cost to the County, cure reasonably and promptly the breach of warranty by means of repair, restoration, refurbishing, re-creation, or replacing the artwork.
28. **REPAIRS AND RESTORATION:** The County reserves the right to determine when and if repairs and restorations to the artwork will be made after final acceptance. Repairs and restorations to the artwork occurring five (5) years after the County's final acceptance of the artwork will be the responsibility and at the expense of the County.
29. **SEVERABILITY:** If any term, covenant, condition or provision of this Agreement (or the application thereof to any circumstance or person) shall be declared invalid or unenforceable to any extent by a court of competent jurisdiction, the remaining terms, covenants, conditions and provisions of this Agreement, shall not be affected thereby; and each remaining term, covenant, condition and provision of this Agreement shall be valid and shall be enforceable to the fullest extent permitted by law unless the enforcement of the remaining terms, covenants, conditions and provisions of this Agreement would prevent the accomplishment of the original intent of this Agreement. The County and Contractor agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.
30. **ATTORNEY FEES AND COSTS:** The County and Contractor agree that in the event any cause of action or administrative proceeding is initiated or defended by any party relative to the enforcement or interpretation of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and court costs as an award against the non-prevailing party, and shall include attorney's fees and courts costs in appellate proceedings.
31. **BINDING EFFECT:** The terms, covenants, conditions, and provisions of this Agreement shall bind and inure to the benefit of the County and Contractor and their respective legal representatives, successors, and assigns.

32. **ADJUDICATION OF DISPUTES OR DISAGREEMENTS:** County and Contractor agree that all disputes and disagreements shall be attempted to be resolved by meet and confer sessions between representatives of each of the parties. If the issue or issues are still not resolved to the satisfaction of the parties, then any party shall have the right to seek such relief or remedy as may be provided by this Agreement or by Florida law. This Agreement is not subject to arbitration. This provision does not negate or waive the provisions of paragraphs 13 and 14 of this Agreement concerning termination.
33. **COOPERATION:** In the event any administrative or legal proceeding is instituted against either party relating to the formation, execution, performance, or breach of this Agreement, County and Contractor agree to participate, to the extent required by the other party, in all proceedings, hearings, processes, meetings, and other activities related to the substance of this Agreement or provision of the services under this Agreement. County and Contractor specifically agree that no party to this Agreement shall be required to enter into any arbitration proceedings related to this Agreement.
34. **CODE OF ETHICS:** County agrees that officers and employees of the County recognize and will be required to comply with the standards of conduct for public officers and employees as delineated in Section 112.313, Florida Statutes, regarding, but not limited to, solicitation or acceptance of gifts; doing business with one's agency; unauthorized compensation; misuse of public position; conflicting employment or contractual relationship; and disclosure or use of certain information.
35. **NO SOLICITATION/PAYMENT:** The County and Contractor warrant that, in respect to itself, it has neither employed nor retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for it, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of the provision, the Contractor agrees that the County shall have the right to terminate this Agreement without liability and, at its discretion, to offset from monies owed, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.
36. **NON-WAIVER OF IMMUNITY:** Notwithstanding the provisions of Sec. 768.28, Florida Statutes, the participation of the Contractor and the County in this Agreement and the acquisition of any commercial liability insurance coverage, self-insurance coverage, or local government liability insurance pool coverage shall not be deemed a waiver of immunity to the extent of liability coverage, nor shall any contract entered into by the County be required to contain any provision for waiver.
37. **ATTESTATIONS:** Contractor agrees to execute such documents as the County may reasonably require, to include a Public Entity Crime Statement, an Ethics Statement, and a Drug-Free Workplace Statement.
38. **NO PERSONAL LIABILITY:** No covenant or agreement contained herein shall be deemed to be a covenant or agreement of any member, officer, agent or employee of Monroe County in his or her individual capacity, and no member, officer, agent or

employee of Monroe County shall be liable personally on this Agreement or be subject to any personal liability or accountability by reason of the execution of this Agreement.

39. **SECTION HEADINGS:** Section headings have been inserted in this Agreement as a matter of convenience of reference only, and it is agreed that such section headings are not a part of this Agreement and will not be used in the interpretation of any provision of this Agreement.
40. **AGREEMENTS WITH SUBCONTRACTORS:** In the event that the Contractor subcontracts any or all of the work in this Project to any third party, the Contractor specifically agrees to identify the County as an additional insured on all insurance policies required by the County. In addition, the Contractor specifically agrees that all agreements or contracts of any nature with his subcontractors shall include the County as additional insured.
41. **E-VERIFY SYSTEM:** Beginning January 1, 2021, in accordance with Fla. Stat., Sec. 448.095, if applicable, the Contractor and any subcontractor shall register with and shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees hired by the Contractor during the term of the Contract and shall expressly require any subcontractors performing work or providing services pursuant to the Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees hired by the subcontractor during the Contract term. Any subcontractor shall provide an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall comply with and be subject to the provisions of Fla. Stat., Sec. 448.095.
42. **CONSTRUCTION OF AGREEMENT:** This Agreement shall not be construed more strictly against one party than against another merely by virtual of the fact that it may have been prepared by one of the parties, it being acknowledged that both the Artist and the County have substantially and materially contributed to the preparation thereof.
43. **AFFIDAVIT OF NO LIENS:** The Artist and the County certify that there are no liens against the artwork entitled " _____," designed by Artist, nor will there be at the completion of this Project.
44. **ENUMERATION OF CONTRACT DOCUMENTS:** The Contract Documents, except for Modifications or Amendments issued after execution of this Agreement, are enumerated as the Request for Proposals, the Addenda, if any, Artist Application, Artist design, models, and specifications of the artwork and budget, Artist's insurance, and this Agreement executed between the Artist and Owner, along with all executed Monroe County applicable forms.
45. **FURTHER ASSURANCES:** The parties shall promptly execute all documents reasonably required and take such other steps in addition to the execution of this Agreement to effectuate the intent and purpose of this Agreement.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE TO FOLLOW**

SAMPLE

IN WITNESS THEREOF, the parties hereto have caused this Monroe County Art in Public Places Award Agreement to be executed on the day and date first above written.

Execution by the Artist must be by a person with authority to bind the entity. **Signature of the person executing the document must be notarized and witnessed by another officer of the entity, or by two (2) other witnesses.**

(SEAL)
ATTEST: KEVIN MADOK, CLERK

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: _____
As Deputy Clerk

By: _____
Mayor/Chairman

WITNESSES:

ARTIST: _____

1) _____
Signature

Signature

Print Name
DATE: _____

Print Name
DATE: _____

2) _____
Signature

Print Name
DATE: _____

STATE OF _____ COUNTY OF _____

On this _____ day of _____, 2021, before me, the undersigned notary public, by means of ☐ physical presence or ☐ online, personally appeared _____, known to me to be the person whose name is subscribed above or who produced _____ as identification, and acknowledged that he/she is the person who executed the above contract with Monroe County for the artwork at the Plantation Key Courthouse and Detention Center for the purposes therein contained.

Notary Public

My Commission Expires:

Name

(SEAL)

AGENCY
HEADQUARTERS
RESIDENCE (CITY)

AGENCY

[illegible]

Pursuant to Section 112061 (3)(a), Florida Statutes, I hereby certify or affirm that, to the best of my knowledge, the above travel was on official business of the State of Florida and was performed for the payee(s) stated above.

SUPERVISORS SIGNATURE: _____

DATE:

NON-COLLUSION AFFIDAVIT

I, _____ of the city of _____ according to law on my oath, and under penalty of perjury, depose and say that

- a. I am _____ of the firm of _____ the bidder making the Proposal for the project described in the Request for Proposals for _____ and that I executed the said proposal with full authority to do so;
- b. the prices in this bid have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
- c. unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to bid opening, directly or indirectly, to any other bidder or to any competitor; and
- d. no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit, or not to submit, a bid for the purpose of restricting competition;
- e. the statements contained in this affidavit are true and correct, and made with full knowledge that Monroe County relies upon the truth of the statements contained in this affidavit in awarding contracts for said project.

(Signature)

Date: _____

STATE OF: _____

COUNTY OF: _____

Subscribed and sworn to (or affirmed) before me, by means of ☐ physical presence or ☐ online

notarization, on _____ (date) by _____

(name of affiant). He/She is personally known to me or has produced

_____ (type of identification) as identification.

NOTARY PUBLIC

My Commission Expires: _____

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that:

(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 (Florida Statutes) or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, or any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

(Signature)

Date: _____

STATE OF: _____

COUNTY OF: _____

Subscribed and sworn to (or affirmed) before me, by means of ☐ physical presence or ☐ online notarization, _____ on _____ (date) by _____ (name of affiant). He/She is personally known to me or has produced _____ (type of identification) as identification.

NOTARY PUBLIC

My Commission Expires: _____

PUBLIC ENTITY CRIME STATEMENT

"A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a CONTRACTOR, supplier, subcontractor, or CONTRACTOR under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

I have read the above and state that neither _____ (Respondent's name) nor any Affiliate has been placed on the convicted vendor list within the last 36 months.

(Signature)

Date: _____

STATE OF: _____

COUNTY OF: _____

Subscribed and sworn to (or affirmed) before me, by means of ☐ physical presence or ☐ online notarization, on _____ (date) by _____ (name of affiant). He/She is personally known to me or has produced _____ (type of identification) as identification.

NOTARY PUBLIC

My Commission Expires: _____

VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES LISTS

Project Description(s): _____

Respondent Vendor Name: _____

Vendor FEIN: _____

Vendor's Authorized Representative Name and Title:

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____

Email Address: _____

Section 287.135, Florida Statutes prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a Boycott of Israel. Section 287.135, Florida Statutes, also prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of \$1,000,000 or more, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector Lists which were created pursuant to s. 215.473, Florida Statutes, or is engaged in business operations in Cuba or Syria.

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above in the Section entitled "Respondent Vendor Name" is not listed on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel and for Projects of \$1,000,000 or more is not listed on either the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged in business operations in Cuba or Syria.

I understand that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs. I further understand that any contract with the County may be terminated, at the option of the County, if the company is found to have submitted a false certification or has been placed on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel or placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or been engaged in business operations in Cuba or Syria.

Certified By: _____, who is
authorized to sign on behalf of the above referenced company.

Authorized Signature: _____

Print Name: _____

Title: _____

Note: The List are available at the following Department of Management Services Site:

http://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists

MONROE COUNTY, FLORIDA
REQUEST FOR WAIVER OF INSURANCE REQUIREMENTS

It is requested that the insurance requirements, as specified in the County's Schedule of Insurance Requirements, be waived or modified on the following contract.

Contractor/Vendor:

Project or Service:

Contractor/Vendor
Address & Phone #:

General Scope of Work:

Reason for Waiver or
Modification: _____

Policies Waiver or
Modification will apply to:

Signature of Contractor/Vendor:

Date: _____ Approved _____ Not Approved _____

Risk Management Signature: _____

Date: _____

County Administrator appeal:

Approved: _____ Not Approved: _____

Date: _____

Board of County Commissioners appeal:

Approved: _____ Not Approved: _____

Meeting Date: _____