

# ART IN PUBLIC PLACES

## Request for Proposals (RFP)

### BERNSTEIN PARK Stock Island in Monroe County, Florida

RFP accessed through Demandstar-Onvia by calling (800)711-1712  
[www.demandstar.com](http://www.demandstar.com) or [www.monroecounty-fl.gov](http://www.monroecounty-fl.gov)

#### Board of County Commissioners (BOCC)

Mayor George Neugent, District 2  
Mayor ProTem David Rice, District 4  
Heather Carruthers, District 3  
Danny Kolhage, District 1  
Sylvia Murphy, District 5



**SUBMISSION DEADLINE**  
September 7, 2017 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 maximum art budget amount, inclusive of all costs for artists, including installation, is Forty-nine Thousand and 00/100 (**\$49,000**) Dollars for any and all commissions for this exterior project. Signage is provided by the County. The selected Artist is 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. Stock Island is the neighboring island to Key West. Stock Island has a close knit community and a working waterfront heritage of Keys' shrimpers and commercial fishermen. Recent growth and expansion includes two (2) new hotels and several restaurants. Bernstein Park serves citizens from the Lower Keys, providing recreation and youth league space for the largest concentration of children in the Keys. The park is named for the late Benjamin and Miriam Bernstein, who left a legacy for the citizens of Monroe County. This family friendly park, with sports and recreational fields and a wonderful new community center, will be enhanced with the addition of public art.

#### BUILDING AND SITE DESCRIPTION

Located on Stock Island at 5<sup>th</sup> Avenue and 5<sup>th</sup> Street, the site opens to several sports fields. The facility serves as an outdoor and indoor community gathering space. The \$7.9-million project elevated the existing Park by two (2) feet and will include a new baseball field, soccer field, soccer practice field, playground, basketball court, exercise trail, and new field lighting. It also will have a new 5,500-square-foot community center for public use. The Park has sitting areas and a playground. Artwork that is low maintenance, *child and family friendly* will be given

preference. Artwork also needs to meet all wind code requirements. Proposals must comply with ADA and local code requirements.

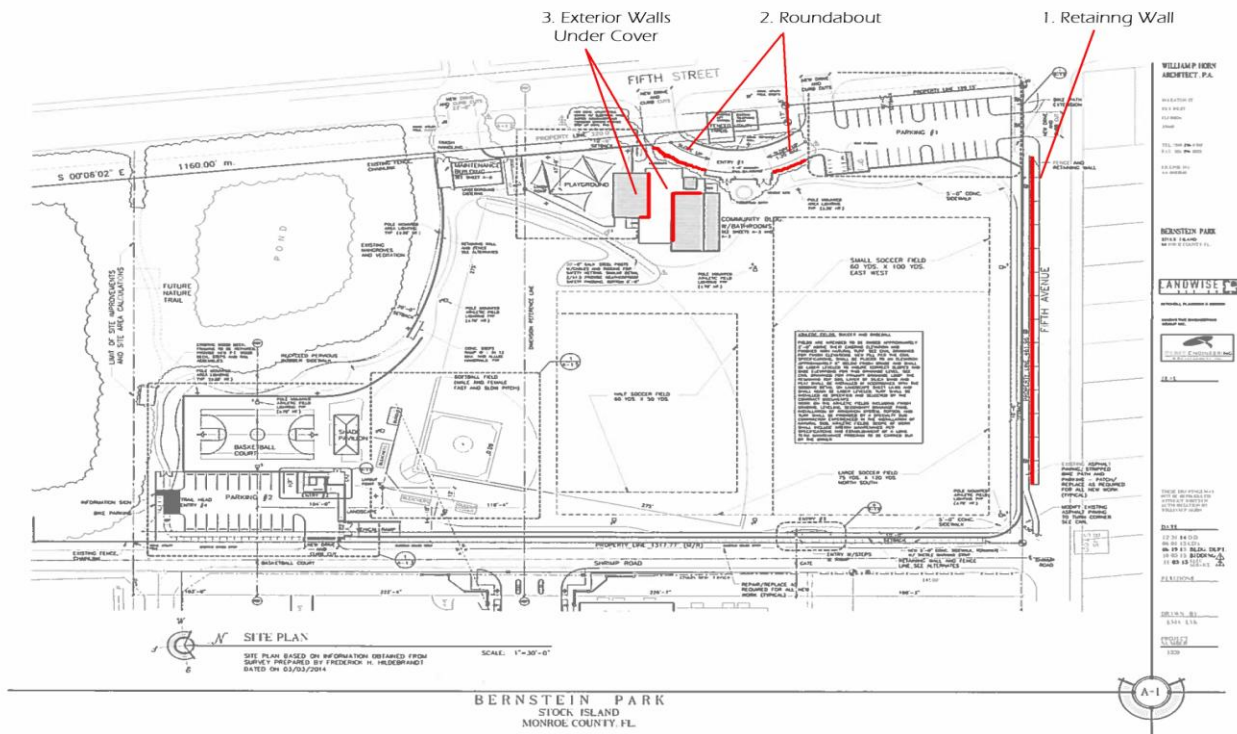
## SCOPE OF WORK

The goal of this project is to place site specific art work in either the driveway/roundabout, under the shaded area of the community building, and / or on the front section of the new retaining wall. Artists may propose artwork for one of the targeted spaces, or present a cohesive proposal for all of the spaces. You may select multiple locations or just one location for your artwork proposal. Please note, community engagement in the artwork proposal is encouraged, but not required. All proposed artwork shall be original and site specific.

## TARGETED SPACES (Suggested, but not limited to)

Three (3) targeted spaces are:

1. New retaining wall, exterior of property is preferred location (approximately 2 feet high by 345 feet wide)
2. Driveway / Roundabout
3. Under the Community Building / shaded recreation area (see rendering)





Bernstein Park, Conceptual Renderings

## **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 are encouraged to 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 §§ 1201), 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 with 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 invited to attend a site inspection on **Tuesday, August 8, 2017, at 10:00 a.m.** Attendance is highly recommended, but not mandatory. RSVP is required. Call Martha Resk, at 305-295-4369 by August 4, 2017. Parking is available on site. Closed toe shoes and long pants are required on the construction site, hard hats will be available.

## **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. A **sample** contract is attached. 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.

The following process and criteria will apply for each RFP:

## **SELECTION CRITERIA**

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 \$300,000.00 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**

- 1. Application:** Complete, sign, and date the attached application cover sheet.
- 2. 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 a maximum of two (2) pages (8.5" x 11") of printed images/drawings/color sketches; **OR** Submit digital images in PDF or JPG format not exceeding 75dpi – five (5) images maximum; **however**

**digital format is preferred.** If digital format is used, submit one (1) digital copy saved electronically in Adobe Acrobat file format (.PDF) delivered on a current common digital data storage device (i.e. flash drive, etc.).

**5. Model:** If 3-dimensional art, one (1) small model to be included.

### **APPLICATION DEADLINE and INSTRUCTIONS**

1. All required materials outlined above must be received by **September 7, 2017, at 3:00 p.m. EST., at which time they will be opened.**

2. Include **two (2) original** sets of the **written** materials, signed and dated, and MARKED "**ORIGINAL**" (submittal items 1, 2, and 3 above) plus seven (**7**) copies. **Include one (1)** set of visual materials (submittal items 4 and 5, above).

Materials are to be submitted in a *sealed envelope or box clearly marked on the outside "Bernstein Park."* Materials may be delivered by certified mail, return receipt requested; hand-delivered; or couriered. Return receipt is recommended. ***RFP application materials will not be returned to the applicant without prior pre-paid shipping.*** Address and deliver to:

**Monroe County Purchasing Department  
1100 Simonton Street  
# 2-213  
Key West, FL 33040**

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.

Faxed, emailed, incomplete applications or proposals that do not include the specified number of copies will be disqualified. 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).

**For questions, please contact:**

**Elizabeth Young,**  
Monroe County Art in Public Places Committee  
Executive Director, Florida Keys Council of the Arts  
[director@keysarts.com](mailto:director@keysarts.com) or phone: (305)295-4369

**Monroe County Art In Public Places  
REQUEST FOR PROPOSALS  
Application Cover Sheet**

**Applicant Contact Information:**

**Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Phone(s):** \_\_\_\_\_

**E-Mail:** \_\_\_\_\_

**Website:** \_\_\_\_\_

**Total Budget/Cost:** \_\_\_\_\_

**Total Number of Art Pieces included in proposal:** \_\_\_\_\_

**Please briefly describe the following if applicable; if not applicable indicate with N/A.  
Special lighting required:**

**Other special requirements:**

**Type/amount of project access desired:**

**Installation time required:**

**Maintenance requirements (describe annual and ongoing):**

**Artist maintains a \$300,000 liability insurance policy: Yes / No If no, please explain.**

**Please check the following items to indicate they are attached:**

- Written proposal.
- Itemized budget.
- Concept drawings; 2 pages maximum including color sketch or digital rendition.  
Digital images PDF or JPG not exceeding 75dpi – 5 images maximum.
- If 3-dimensional art proposal, one small model.

Note: Support materials will not be returned to the applicant without prior pre-paid shipping.

*Signature confirming that all information provided for this application is true and correct.*

\_\_\_\_\_  
Artist or head of organization

\_\_\_\_\_  
Type or print name

\_\_\_\_\_  
Date

**Monroe County Art in Public Places Purchase Agreement**

This AGREEMENT dated the \_\_\_\_\_ day of \_\_\_\_\_, 2017, is entered into by and between the BOARD OF COUNTY COMMISSIONERS FOR MONROE COUNTY, hereinafter "County"/"BOCC", and \_\_\_\_\_, hereinafter "Artist."

WHEREAS, the Art in Public Places Ordinance #022-2001 (AIPP Ordinance), codified at MCC §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 establishes an Arts in Public Places Committee 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 on such responses; and

WHEREAS, the BOCC desires to promote understanding and awareness of the visual arts and to enrich the public environment for residents and visitors; and

WHEREAS, the BOCC desires to acquire public artwork to be installed, placed, and/or located at Bernstein Park, Stock Island, Key West, Monroe County, Florida; and

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

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

2. SCOPE OF AGREEMENT: 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:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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 Murray E. Nelson Government and Cultural Center personnel.

3. AMOUNT OF AGREEMENT AND PAYMENT: The County shall provide an amount not to exceed **Forty-nine Thousand and 00/100 (\$49,000.00) Dollars** for 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 to Florida State Statute 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 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, 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 or Historic Preservation Commission review, if applicable).
- H. Legal costs directly related to the project.
- I. Liability costs of artist.

Payment shall be made upon presentation of an original invoice and documentation necessary to support the completion of the work. 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. 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., 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.

5. **RECORDS:** The Artist shall keep such records as are necessary to document performance of the agreement 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.
6. **MODIFICATIONS AND AMENDMENTS:** Any and all modifications of the terms of this Agreement shall be only amended in writing and approved by the BOCC. Extensions of time to complete any terms or conditions of this Agreement must be made in writing and may be approved only by the BOCC.
7. **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 the 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.
8. **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.
9. **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.
10. **ANTI-DISCRIMINATION:** The Artist agrees that they will not discriminate against any of their employees or applicants for employment or against persons for any benefit or service because of their race, color, religion, sex, national origin, or physical or

mental handicap where the handicap does not affect the ability of an individual to perform in a position of employment, and to abide by all federal and state laws regarding non-discrimination.

11. 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.
12. 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.
13. 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.
14. ENTIRE AGREEMENT: This agreement constitutes the entire agreement 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.
15. 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.
16. ETHICS CLAUSE: Artist warrants that he has not employed, retained or otherwise had act on his behalf any former County officer or employee in violation 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.
17. 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 an agreement to provide any goods or services to a public entity, may not submit a bid 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 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.

18. **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 are authorized to contract Artist's services.
19. **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.
20. **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 "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
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.

21. 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 F.S. 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 12<sup>TH</sup> Street, SUITE 408, KEY WEST, FL 33040.**

22. 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.
23. WARRANTIES OF QUALITY AND CONDITION. Artist represents and warrants that 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 or proposal. 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.
24. 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.
25. NOTICE: Any written notice to be given to either party under his agreement or related hereto shall be addressed and delivered as follows:

For Artist

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

For County

Florida Keys Council of the Arts  
1100 Simonton Street  
Key West, FL 33040

and

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

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK  
SIGNATURE PAGE TO FOLLOW ON PAGE 10

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 other witnesses.**

(SEAL)  
ATTEST: KEVIN MADOK, CLERK

BOARD OF COUNTY COMMISSIONERS  
OF MONROE COUNTY, FLORIDA

By: \_\_\_\_\_  
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 \_\_\_\_\_, 2017, before me, the undersigned notary public, 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 Murray E. Nelson Government and Cultural Center for the purposes therein contained.

Notary Public

\_\_\_\_\_  
Name

My Commission Expires: \_\_\_\_\_

(SEAL)

