

ALACHUA COUNTY
BOARD OF COUNTY COMMISSIONERS

PUBLIC ART CALL TO ARTISTS
for the
20-934 Rebid Call to Artists for
County Administration Building West Lawn Statue



Submittal Deadline:
2:00 pm, Wednesday, February 26, 2020

Any response received after the above submittal deadline will not be considered.

Alachua County Procurement, 3rd Floor
County Administration Building
12 SE 1st Street
Gainesville, Florida 32601-6983
Phone: 352.374.5202 or Fax: 352.491.4569

Inquiries/Questions: Leira Cruz Cáliz
Alachua County Procurement, 3rd Floor
County Administration Building
12 SE 1st Street
Gainesville, FL 32601-6983
Email: lcruzcaliz@alachuacounty.us

20-934 Rebid Call to Artists for County Administration Building West Lawn Statue

Purpose

The Alachua County Arts Council (“the Committee”) invites artists, or artist teams, to submit their proposals for a public statue installation planned for the Alachua County Administration Building - West Lawn Statue. This permanent installation will be installed on a 12’ x 12’ concrete slab on the SE corner of University and Main Street (located at 12 SE 1 St., Gainesville, FL).

Background

The mission of the County public arts program is to enhance the quality of the visual environment in Alachua County, thereby adding to the quality of life and the level of citizen awareness of the importance of aesthetic experience in their everyday lives.

The installation site, on the SE corner of University and Main Street, formerly displayed a Confederate Soldier Statue for more than 100 years. The placement of the statue became a divisive issue in the community. The Board of County Commissioners voted to return the statue to the Daughters of the Confederacy, who originally donated the statue to the County in 1904. They also voted that a new statue be constructed at the current location that “reflects the shared values and aspirations of the community and should not honor a person, historical event or a political figure.” The Confederate Soldier Statue was peacefully relocated in 2017.

The selected statue will reflect the peace, love and justice that should prevail in Alachua County. It should have some vertical heft and convey dignity.

Eligibility

This call is an open call to all artists and student artists.

Deadline

Submittals are due Wednesday, February 26th, 2020 at 2:00 p.m. and must be emailed, in a single file, to Leira Cruz Cáliz at lcruzcaliz@alachuacounty.us.

Budget

The budget for this project is **\$40,000.00**, which includes, but is not limited to, artists fees, other consultants’ and subcontractors’ fees, insurance conforming to Alachua County Board of County Commissioners standards, engineering, materials fabrication, transportation, installation (including any site modification), and post-installation documentation.

Project Details

The Evaluation Team of which a group of interested citizens and the Alachua County Arts Council will participate seeks a statue that will reflect the peace, love and justice that should prevail in Alachua County and should not honor a person, historical event or a political figure. The project must be free standing and shall be constructed in such a manner as to be weather and vandal resistant. It shall be constructed in such a manner as to be safely and permanently mounted to the existing slab.

See [EXHIBIT A](#) for photographs of existing slab and location.

Artists or artist teams are asked to propose statues for the location. The proposal must be suitable to the scale of pedestrians as well as slower speed traffic traveling along Main Street and University Avenue. The site is limited in space and heavy traffic is expected.

The work should be created of any material appropriate to the environment (exterior), must be of suitable construction that will last with minimal maintenance and be appropriate for public viewing. Gainesville, Florida is hot and humid with intense sun and seasonal heavy rain in the summer and the temperature can be in the teens in the winter. Problems with rust and fading should be avoided. Resistance to hurricane force winds is important. The site for the project will be well traversed and must be of materials that are vandal resistant. Projects must also consider the safety of pedestrians.

Location

The County Administration Building is located at 12 SE 1 Street in Gainesville, FL.

Submittal/Proposal Requirement

Please review the score sheet prior to completing the proposal and note that some of the requirements must be met at a minimum level or the proposal will not be considered.

- 1 A letter of intent on your business letterhead, if you have one, that describes:
 - a. Your name, address and contact information,
 - b. Interest in this particular project,
 - c. Background including credentials, experience and awards (a resume may be used in response to item 3).
- 2 At least 5 up to 10 digital examples of work you have completed. If possible, the work included should be similar to the one you are proposing for this CTA.
- 3 A sketch or image of your proposed statue for the West Lawn
 - a. A description of the proposed statue including material, approximate dimensions and weight
 - b. Description of life expectancy and maintenance requirements
 - c. Installation plan
- 4 Your complete budget, including cost of installation and insurance coverage
- 5 Your timeline for completion of the project beginning with announcement of your receipt of notice of grant award
- 6 Name and contact information of three professional references and state if they are prior customers and if so for what project
- 7 Please consolidate your submission into one (1) file named/labeled with the CTA name and number as below.
- 8 Please email your submission with the subject line containing **“20-934 Rebid Call to Artist for County Administration Building West Lawn Statue.”** This CTA must be received by Alachua County Procurement, via Leira Cruz Cáliz at lcruzcaliz@alachuacounty.us no later than **2:00 P.M. EST, Wednesday, February 26th, 2020.**

- 9 For any questions, contact Leira Cruz Cáliz at lcruzcaliz@alachuacounty.us . All questions must be **received** in **writing** via email by **February 2nd, 2020 at midnight, EST**. Oral answers will not be authoritative.

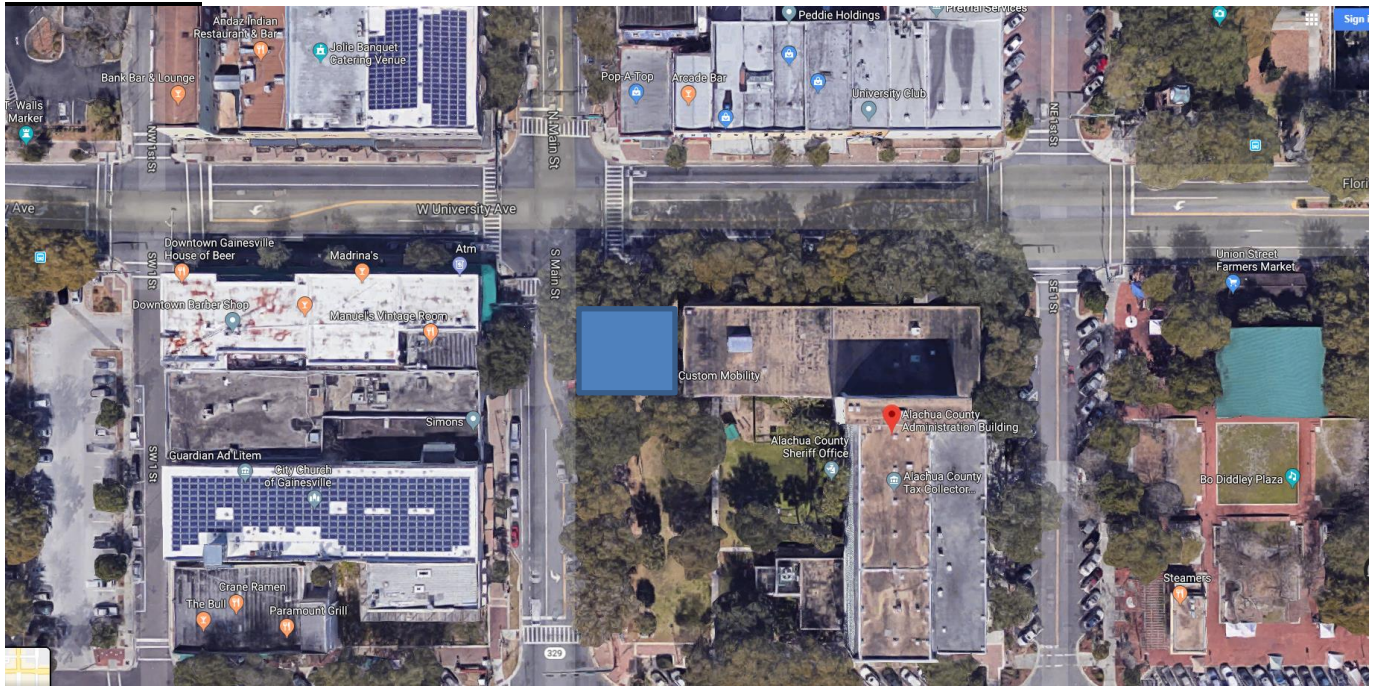
Selection Process

The Alachua County Arts Council shall make a recommendation to the Board of County Commissioners regarding this project. The Committee shall provide two alternatives to the recommendation. The Board may make the final selection from those options presented or any option upon its own motion.

Requirements and Criterion Evaluation Factors and Points

Number	Criteria	Possible score	Actual score	Comment
1	Experience, interest	10		
2	Prior work is creative aesthetically appealing, inspiring	15		
3	Proposed work is creative, inspiring and meets thematic expectation	25		
3a	Work will be visible and appealing and compatible with setting	15		
3.b	Work will be long lasting, require minimum maintenance and resist tampering	10		
3.c	Installation will provide security for the work and safety for viewers	5		
4	Budget clear, complete, includes cost of installation* and insurance and within funding. Budgets greater than \$40,000 will be eliminated from consideration	5		
5	Time line is clear, complete and reasonable	5		
6.	References are included and are prior clients	5		
7.	Alachua County resident	5		

EXHIBIT A



Map showing location of 12' x 12' slab on corner of West University Avenue and South Main Street in Gainesville, FL.



East view of the slab



North view of the slab



South view of the slab

EXHIBIT B

TYPE “E” INSURANCE REQUIREMENTS “Vendors”

Vendors shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with products and materials supplied to the County.

I. COMMERCIAL GENERAL LIABILITY.

Coverage must be afforded under a per occurrence form policy for limits not less than \$1,000,000 General Aggregate, \$1,000,000 Products / Completed Operations Aggregate, \$1,000,000 Personal and Advertising Injury Liability, \$1,000,000 each Occurrence, \$50,000 Fire Damage Liability and \$5,000 Medical Expense.

II. AUTOMOBILE LIABILITY. (When Vendor Delivers to County Premises)

Coverage must be afforded including coverage for all Owned vehicles, Hired and Non-Owned vehicles for Bodily Injury and Property Damage of not less than \$1,000,000 Combined Single Limit each accident.

III. WORKERS COMPENSATION AND EMPLOYER’S LIABILITY. (While Vendor’s Employee(s) are on County Premises)

- A Coverage to apply for all employees at STATUTORY Limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the USA Longshoremen & Harbor Workers Act.
- B Employer’s Liability limits for not less than \$100,000 each accident; \$500,000 disease policy limit and \$100,000 disease each employee must be included.

IV. OTHER INSURANCE PROVISIONS.

The policies are to contain, or be endorsed to contain, the following provisions:

- A. Commercial General Liability and Automobile Liability Coverages
 - 1. The Alachua County Board of County Commissioners, its officials, employees and volunteers are to be covered as an Additional Insured as respects: Liability arising out of activities performed by or on behalf of the Vendor; products and completed operations of the Vendor; or automobiles owned, leased, hired or borrowed by the Vendor.
 - 2. The Vendor’s insurance coverage shall be considered primary insurance as respects the County, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officials, employees or volunteers shall be excess of the Vendor’s insurance and shall be non-contributory.
- B. Workers’ Compensation and Employers’ Liability Coverages
 - 1. The insurer shall agree to waive all rights of subrogation against the County, its officials, employees and volunteers for losses arising from work performed by the Vendor for the County.
- C. All Coverages
 - 1. The Vendor shall provide a Certificate of Insurance to the County with a notice of cancellation. The certificate shall indicate if cover is provided under a “claims made” or “per occurrence” form. If any cover is provided under a claims made from the certificate will show a retroactive date, which should be the same date of the contract or purchase order (original if contract is renewed) or prior.

V. SUBCONTRACTORS

Vendors shall include all subcontractors as insured under its policies. All coverages for subcontractors shall be subject to all of the requirements stated herein.

CERTIFICATE HOLDER: Alachua County Board of County Commissioners

The Certificate of Insurance must contain the following:

Department Contact: Gina Peebles

Department: County Manager

Dept. Contact Phone: 352.374.5245

Dept. Contact Email: gpeebles@alachuacounty.us

CTA 20-934 County Administration Building West Lawn Statue

EXHIBIT C

AGREEMENT FOR THE PURCHASE AND INSTALLATION OF ART BETWEEN ALACHUA COUNTY AND _____

THIS AGREEMENT is entered into this _____ day of _____, 2019 between Alachua County, a charter county and political subdivision of Florida, by and through its Board of County Commissioners, hereinafter referred to as "County" and _____ doing business _____, hereinafter referred to as "Artist." Collectively, the County and the Artist shall be referred to herein as the "Parties".

WITNESSETH

WHEREAS, the County issued Call to Artists (CTA) #20-934 seeking proposals from Artists a public statue installation for the Alachua County Administration Building West Lawn located at 12 SE 1st Street, Gainesville, Florida; and

WHEREAS, after evaluating and considering all timely responses to quote Rebid CTA #20-934, the County selected the Artist to provide the statue; and

WHEREAS, the County desires to employ the Artist to provide the Work described in Rebid CTA #20-934 and the Artist desires, and is qualified, to provide such Work to the County in accordance with the terms and conditions set forth herein; and

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration the receipt and sufficiency of is acknowledged by the Parties, the Parties hereto do mutually agree as follows:

1. The Work

The Artist shall have and perform the following duties, obligations, and responsibilities to the County as provided in Exhibit 1 (hereinafter, the "Work"), which is attached hereto and incorporated into this Agreement.

2. Term

This Agreement is effective upon execution by both Parties (the "Effective Date"). The Term of this Agreement shall be from the Effective Date until the Work is completed and all terms, conditions and requirements of this Agreement have been performed.

3. Representations of Warranties

By executing this Agreement, the Artist makes the following express representations and warranties:

3.1. The Artist is qualified to perform the Work described.

3.2. The Artist warrants all the Work performed by the Artist is adequate and sufficient to meet the requirements and accomplish the purposes of this Agreement.

3.3. The Artist acknowledges and agrees that the County's review or inspection of the Work performed by Artist shall in no way diminish the Artist obligations to perform the Work in full compliance with the requirements of this Agreement nor shall it diminish Artist's warranty pertaining to the Work.

4. Work Authorization

4.1. Any Work required under this Contract shall be authorized by issuance of formal, written NTP, based on the Scope of Services **Exhibit 1**.

4.2. Alachua County shall issue a Notice to Proceed in the form of **Exhibit 1-A**.

4.3. NTPs issued under this Contract shall be authorized by signature of the County designee

4.4. Amendments to the NTP (Change Orders) will be approved in accordance with County Policy and Ordinance and shall be issued in the form of the NTP Amendment attached hereto as **Exhibit 1-B**.

5. Method of Payment

For all Work actually, timely and faithfully performed, the Artist will be paid as follows:

5.1. The Artist shall be paid subject a fixed lump sum of Forty Thousand DOLLARS (\$40,000.00) (herein after, the "Contract Price"), allocated in the following manner:

5.2. Payments for equipment and services under this Agreement shall be structured as follows:

5.3. As a condition precedent for any payment, the Artist shall submit an invoice to the County requesting payment for services properly rendered and expenses due in accordance with the payment schedule in paragraph 5.2. The Artist's invoice shall describe with reasonable particularity each service rendered, the date thereof, the time expended if such services were rendered pursuant to a fee and the person(s) rendering such service. The Artist's invoice shall be accompanied by the written verification described in paragraph 5.2 and data in support of expenses for which payment is sought as the County may require. Each invoice shall constitute the Artist's representation to the County that the services indicated in the invoice have reached the level stated, have been properly and timely performed as required herein, that the expenses included in the invoice have been reasonably incurred in accordance with this Agreement, that all services provided have served a public purpose, that all obligations of the Artist covered by prior invoices have been paid in full, and that the amount requested is currently due and owing, there being no reason known to the Artist that payment of any portion thereof should be withheld. Submission of the Artist's invoice for final payment shall further constitute the Artist's representation to the County that, upon receipt by the Artist of the amount invoiced, all obligations of the Artist to others, including its consultants, incurred in connection with the Project, will be paid in full. The Artist shall submit invoices to the County at the following address:

Alachua County Board of County Commissioners
ATTN: Gina Peebles

12 SE 1 Street
Gainesville, FL 32601

5.4. All applications for payment shall be processed and paid in accordance with the provisions of Chapter 218, Part VII Florida Statutes (“Local Government Prompt Payment Act”), and shall be remitted to:

(Artist Address)

5.5. No reimbursement for expenses will be paid under this Agreement, except as specifically authorized in paragraph 5.1, above.

6. Alachua County Minimum Wage

The Work performed through this Agreement is considered covered services under Chapter 22, Article III, of the Alachua County Code of Ordinances (“Wage Ordinance”), which establishes a government minimum wage for certain contractors and subcontractors providing selected services to Alachua County government. “Covered Employees,” as defined in Sec. 22.45 of the Wage Ordinance, are those employees directly involved in providing covered services pursuant to this Contract. The County may amend the applicable Minimum Wage on or before October 1st of each year.

6.1. Current required Alachua County Government Minimum Wage is \$14.00 per hour when health benefits are provided at the equivalent value of \$2.17 per hour and \$16.17 when health benefits are not provided (collectively, the “Minimum Wage”).

6.2. The County may amend the applicable Minimum Wage on or before October 1st of each year.

6.3. The Artist must provide certification, **Exhibit 2**, to the County that it pays each of its employees the Alachua County Government Minimum Wage, as well as ensuring that it will require the same of its subcontractors throughout the duration of the Agreement.

6.4. The Artist shall prominently display a copy of the Wage Ordinance where it is easily seen by covered employees and supply to covered employees upon request. Additionally, the Artist is responsible to make any person submitting a bid for a subcontract for covered services aware of the requirements.

6.5. Failure to comply with the provisions of the Wage Ordinance will be deemed a breach of contract and authorize the County to withhold payment of funds in accordance with Chapter 218, Florida Statutes.

The Artist will include the necessary provisions in subcontracts to ensure compliance. However, the County shall not be deemed a necessary, or indispensable, party in any litigation between the Artist and subcontractor

7. Contract Time and Damages

It is agreed by both Parties that **TIME IS OF THE ESSENCE** for the completion of the Work. Artist may begin Work upon issuance of a Notice to Proceed to the Artist by the County. Provided that the County issues the NTP by no later than _____, the Artist shall achieve Final Completion of the Work by no later than _____.

8. Force Majeure

The Parties acknowledge and agree that unforeseen and uncontrollable Acts of God or acts of people may interfere with the Artists ability to perform its responsibilities and duties as required by this Agreement. Such occurrences may include, but are not limited to, hurricane, tornado, tropical storm, tropical depression, earthquake, flood, lightning, water damage, severe weather conditions, accidents to or failure of essential equipment or machinery, fire, labor controversy, riot, civil unrest, civil commotion, terrorist activity, war, acts of a public enemy, or major upheaval, law, enactment, rule, or order of any government, failure of essential technical facilities, failure or delay of essential transportation facilities, incapacity of essential Event personnel, or other cause of a similar or like nature not reasonably within the control of the Artist. In the event such an occurrence forces the delay of the completion of the Work the County, at its discretion, may extend the completion date of the project for 30 days.

9. Notice

Except as otherwise provided in this Agreement, all notices to be provided under this Agreement from either party to the other party must be by one of the following methods: (i) in writing and sent by certified mail, return receipt requested, (ii) by personal delivery with receipt, or (iii) via electronic mail. All notices shall be deemed two (2) business days after mailing, unless deliver is by personal deliver in which case delivery shall be deemed to occur upon actual receipt by the other party. For purposes of all notices, Artist's and County's representatives are:

County:

Alachua County Board of County Commissioners
ATTN: Gina Peebles
12 SE 1 Street
Gainesville, FL 32601

Artist:

(Artist Address)

A copy of any notice, request or approval to the County must also be sent to:

J.K. "Jess" Irby II
Clerk of the Court
12 SE 1st Street
Gainesville, FL 32602

ATTN: Finance and Accounting

And

Procurement Division
12 SE 1st Street
Gainesville, Florida 32601
Attn: Contracts/Grants

10. Default and Termination

- 10.1. The failure of the Artist to comply with any provision of this Agreement will place the Artist in default. Prior to terminating the Agreement, the County will notify the Artist in writing. This notification will make specific reference to the provision which gave rise to the default. The County will give the Artist seven (7) days to cure the default. The Assistant County Manager is authorized to provide written notice of default on behalf of the County, and if the default situation is not corrected within the allotted time, the County Manager is authorized to provide final termination notice on behalf of the County to the Artist.
- 10.2. The County may also terminate the Agreement without cause by providing written notice to the Artist (hereinafter, "Termination for Convenience"). The County Manager is authorized to provide written notice of Termination for Convenience on behalf of the County. Upon such notice, Artist will immediately discontinue all Work affected (unless the notice directs otherwise) and deliver to the County all data, drawings, specifications, reports, estimate, summaries, and such other information and materials as may have been accumulated by the Artist in performing this Agreement, whether completed or in process. In the event of such Termination for Convenience, Artist's recovery against County shall be limited to that portion of the Contract Price earned through the date of termination, but Artist shall not be entitled to any other or further recovery against County, including, but not limited to, damages, consequential or special damages, or any anticipated fees or profit on portions of the Work not performed.
- 10.3. If funds to finance this Agreement become unavailable, the County may terminate the Agreement with no less than twenty-four hours notice in writing to the Artist. The County will be the final authority as to the availability of funds. The County will pay the Artist for all Work completed prior to any notice of termination.

11. Release of Claims

It is agreed that when all Work contemplated by this Agreement has been completed and has been inspected and approved by the County or the County's authorized representatives, the Artist shall furnish to the County the Artist's Final Payment Affidavit in the form of **Exhibit 1-C** or other such release as provided for in §255.05, Florida Statutes. The Artist shall also provide a Subcontractor Final Payment Waiver that has been executed by all persons defined in [§713.01](#), Florida Statutes, who furnished labor, services, or

materials for the prosecution of the Work, in the form provided in **Exhibit 1-D** or on a form acceptable to the County.

12. Project Records

12.1. General Provisions:

12.1.1. Any document submitted to the County may be a public record and is open for inspection or copying by any person or entity. “Public Records” are defined as all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency per §119.011(11), Florida Statutes. Any document is subject to inspection and copying unless exempted under Chapter 119, Florida Statutes, or as otherwise provided by law.

12.1.2. In accordance with § 119.0701, Florida Statutes, the Artist, *when acting on behalf of the County*, as provided under §119.011(2), Florida Statutes., shall keep and maintain public records as required by law and retain them as provided by the General Record Schedule established by the Department of State. Upon request from the County’s custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time unless exempted under Chapter 119, Florida Statutes, or as otherwise provided by law. Additionally, the Artist shall provide the public records at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

12.1.3. Artist shall 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 this Agreement and following completion of this Agreement if the Artist does not transfer the records to the County.

12.2. Confidential Information:

12.2.1. During the term of this Agreement or license, the Artist may claim that some or all of Artist’s information, including, but not limited to, software documentation, manuals, written methodologies and processes, pricing, discounts, or other considerations (hereafter collectively referred to as “Confidential Information”), is, or has been treated as confidential and proprietary by Artist in accordance with § 812.081, Florida Statutes, or other law, and is exempt from disclosure under the Public Record Act. Artist shall clearly identify and mark Confidential Information as “Confidential Information” or “CI” and the County shall use reasonable efforts to maintain the confidentiality of the information properly identified by the Artist as “Confidential Information” or “CI.”

12.2.2. The County shall promptly notify the Artist in writing of any request received by the County for disclosure of Artist’s Confidential Information and the Artist may assert any exemption

from disclosure available under applicable law or seek a protective order against disclosure from a court of competent jurisdiction. Artist shall protect, defend, indemnify, and hold the County, its officers, employees and agents free and harmless from and against any claims or judgments arising out of a request for disclosure of Confidential Information. Artist shall investigate, handle, respond to, and defend, using counsel chosen by the County, at Artist's sole cost and expense, any such claim, even if any such claim is groundless, false, or fraudulent. Artist shall pay for all costs and expenses related to such claim, including, but not limited to, payment of attorney fees, court costs, and expert witness fees and expenses. Upon completion of this Agreement or license, the provisions of this paragraph shall continue to survive. Artist releases County from claims or damages related to disclosure by County.

12.3. **Project Completion:** Upon completion of, or in the event this Agreement is terminated, the Artist, *when acting on behalf of the County* as provided under §119.011(2), Florida Statutes., shall transfer, at no cost, to the County all public records in possession of the Artist or keep and maintain public records required by the County to perform the Work. If the Artist transfers all public records to the County upon completion or termination of the Agreement, it must destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Artist keeps and maintains public records upon the completion or termination of the Agreement all applicable requirements for retaining public records shall be met. All records stored electronically shall be provided to the County, upon request from the Counties custodian of public records, in a format that is compatible with the information technology systems of the County.

12.4. **Compliance:** If the Artist who fails to provide the public records to the County within a reasonable time, the Artist may be subject to penalties under §119.10, Florida Statutes.

IF THE ARTIST HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE ARTIST'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE COUNTY PUBLIC RECORDS REQUEST COORDINATOR AT publicrecordsrequest@alachuacounty.us, PHONE AT (352) 264-6906, OR US MAIL AT 12 SE 1 St., GAINESVILLE, FL 32601.

13. Insurance

The Artist will procure and maintain insurance throughout the entire term of this Agreement of the types and in the minimum amounts detailed in **Exhibit 3**. A current Certificate of Insurance showing coverage of the types and in the amounts required is attached hereto as **Exhibit 3-A**.

14. Permits

The Artist will obtain and pay for all necessary permits, permit application fees, licenses, or any fees required.

15. Law & Regulations

The Artist will comply with all laws, ordinances, regulations, and building code requirements applicable to the Work required by this Agreement. The Artist is presumed to be familiar with all state and local laws, ordinances, code rules and regulations that may in any way affect the Work outlined in this Agreement. If the Artist is not familiar with state and local laws, ordinances, code rules and regulations, the Artist remains liable for any violation and all subsequent damages or fines.

16. Indemnification

16.1. To the maximum extent permitted by Florida law, the Artist agrees to indemnify and hold harmless the County, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Artist and other persons employed or utilized by the Artist in the performance of this Agreement. Artist agrees that indemnification of the County shall extend to any and all Work performed by the Artist, its subcontractors, employees, agents, servants or assigns. This obligation shall in no way be limited in any nature whatsoever by any limitation on the amount or type of Artist's insurance coverage. This indemnification provision shall survive the termination of the Agreement between the County and the Artist.

16.2. Nothing contained herein shall constitute a waiver by the County of sovereign immunity or the provisions or limits of liability of §768.28, Florida Statutes.

17. Assignment of Interest

The Artist and County recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the County. Therefore, the Artist hereby assigns to the County any and all claims for such overcharges as to goods, material or services purchased in connection with the Agreement. However, for all other assignments, neither party will assign, convey, pledge, sublet, transfer or otherwise dispose any interest in this Agreement and shall not transfer any interest in same without prior written consent of the other party.

18. Successors and Assigns

The County and Artist each bind the other and their respective successors and assigns in all respects to all of the terms, conditions, covenants, and provisions of this Agreement.

19. Independent Artist

. In the performance of this Agreement, the Artist is acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venturer, or associate of the County. The Artist is solely responsible for the means, method, technique, sequence, and procedure utilized by the Artist in the full performance of this Agreement.

20. Collusion

By signing this Agreement, the Artist declares that this Agreement is made without any previous understanding, agreement, or connections with any persons, Artists, or corporations and that this Agreement is fair and made in good faith without any outside control, collusion, or fraud.

21. Conflict of Interest

The Artist warrants that neither it nor any of its employees have any financial or personal interest that conflicts with the execution of this Agreement. The Artist shall notify the County of any conflict of interest due to any other clients, contracts, or property interests

22. Third Party Beneficiaries

This Agreement does not create any relationship with, or any rights in favor of, any third party.

23. Severability

If any provision of this Agreement is declared void by a court of law, all other provisions will remain in full force and effect.

24. Non Waiver

The failure of any party to exercise any right in this Agreement shall not be considered a waiver of such right.

25. Governing Law and Venue

This Agreement shall be governed in accordance with the laws of the State of Florida. Sole and exclusive venue for all actions arising under this Agreement shall be in the state court in Alachua County, Florida.

26. Attachments

All exhibits attached to this Agreement are incorporated into and made part of this Agreement by reference.

27. Amendments

The Parties may amend this Agreement only by mutual written agreement that is executed by both Parties

28. Captions and Section Headings

Captions and section headings used herein are for convenience only and shall not be used in construing this Agreement.

29. Construction

This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by one of the Parties. It is acknowledged and agreed that both Parties have substantially contributed to the preparation of this Agreement.

30. Counterparts

This Agreement may be executed in any number of and by the different Parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument

.

31. Entire Agreement

This Agreement constitutes the entire agreement and supersedes all prior written or oral agreements, understandings, or representations.

SIGNATURE PAGE IS ON THE NEXT PAGE

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed for the uses and purposes therein expressed on the day and year first above-written.

ALACHUA COUNTY, FLORIDA

By: _____
Michele Lieberman
County Manager
Date: _____

APPROVED AS TO FORM

Alachua County Attorney's Office

(Artist)

ATTEST

By: _____
Print: _____
Title: _____
Date: _____

By: _____
Print: _____
Title: _____

INCORPORATED OR ARE OTHERWISE NOT A NATURAL PERSON, PLEASE PROVIDE A CERTIFICATE OF INCUMBANCY AND AUTHORITY, OR A CORPORATE RESOLUTION, LISTING THOSE AUTHORIZED TO EXECUTE CONTRACTS. IF A NATURAL PERSON, THEN YOUR SIGNATURE SHOULD BE NOTARIZED. SAMPLE FORMATS FOR NOTARY ARE AVAILABLE ON THE INTRANET UNDER THE PURCHASING/PROCUREMENT SECTION.

EXHIBIT 1: SCOPE OF SERVICES

EXHIBIT 2: DUTIES OF THE COUNTY

EXHIBIT 3: INSURANCE REQUIREMENTS

EXHIBIT 3-A: CERTIFICATE OF INSURANCE

EXHIBIT 4: Certification of Meeting Alachua County Wage Ordinance

The undersigned certifies that all employees, contracted and subcontracted, completing services as part of this Agreement are paid, and will continue to be paid, in accordance with Chapter 22, Article III of the Alachua County Code of Ordinance (“Wage Ordinance”).

Corporate Name:

Address

City/State/Zip

Phone Number

Point of Contact _____

Project Description:

CONTRACTOR

ATTEST (By Corporate Officer)

By _____

Print: _____

Title: _____

By _____

Print: _____

Title: _____

Date: _____

INCORPORATED OR ARE OTHERWISE NOT A NATURAL PERSON, PLEASE PROVIDE A CERTIFICATE OF INCUMBANCY AND AUTHORITY, OR A CORPORATE RESOLUTION, LISTING THOSE AUTHORIZED TO EXECUTE CONTRACTS. IF A NATURAL PERSON, THEN YOUR SIGNATURE SHOULD BE NOTARIZED. SAMPLE FORMATS FOR NOTARY ARE AVAILABLE ON THE INTRANET UNDER THE PURCHASING/PROCUREMENT SECTION