



City of Fort Pierce  
Mural Program  
Artist Services Agreement

**This Agreement** is made and entered into this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between the **City of Fort Pierce, a Florida municipal corporation**, (hereinafter referred to as “City”) and **Sean Coffey** (hereinafter referred to as “ARTIST”).

**WHEREAS**, the CITY has approved a recommendation to commission the ARTIST to create public mural art located on City owned property along the wall on the west side of Northbound Indian River Drive (County Road 707) beginning at or about Citrus Avenue and ending at or about St. Andrew’s in Fort Pierce, Florida (such public art hereinafter referenced as "Work of Art") as more fully set forth in the conceptual designs provided in the attached Exhibit A1-A2; and

**WHEREAS**, the ARTIST is willing and able to create the Work of Art for the CITY on the terms and conditions set forth below; and

**WHEREAS**, the CITY and ARTIST wish to enter into this Agreement for the ARTIST's services for the project.

**NOW THEREFORE**, in consideration of the mutual covenants hereinafter contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**SCOPE OF SERVICES**

1. The ARTIST hereby agrees to execute and install the Work of Art in accordance with the Conceptual Design Proposal (“Proposal”) attached hereto) as “Exhibit A1-A2”, which is incorporated herein by this reference in its entirety.
2. The name of the Work of Art is “Moving Through Time”. The Location of the Work of Art shall be on City owned property along the wall on the west side of Northbound Indian River Drive (County Road 707) beginning at or about Citrus Avenue and ending at or about St. Andrew’s, Fort Pierce, Florida. The type of work shall be a Mural whose design, materials, and creation shall be in accordance with the Proposal.
3. The Work of Art shall be completed within two (2) months of the effective date.
4. The effective date of this Agreement shall be upon execution of the Agreement by the parties.
5. Prior to commencing work on the Work of Art, the ARTIST shall prepare and submit to the CITY final drawings and any other renderings including but not limited to graphic materials of the Work of Art and shall obtain CITY’s approval for completion and installation of the

work described in the Proposal.

6. The ARTIST shall perform or provide all services, and furnish all supplies, materials and equipment necessary for the design, execution, fabrication and installation of the Work of Art, in accordance with the Proposal. Services shall also include the application of sealant or a protective mural coat to prevent fading, scuffs, or marks on the Work of Art.
7. The ARTIST must inspect and report any deficiencies identified on the wall space they will be painting on to the CITY before beginning the artwork. Deficiencies are issues that can inhibit the artist from properly applying the artwork, issues such as chipped paint, surface debris, etc. It will be the sole responsibility of the CITY to correct any deficiencies before the artwork can begin. It shall be in CITY'S sole decision whether to correct any deficiencies. If, however, CITY decides not to correct any deficiencies and the ARTIST determines the Work of Art cannot proceed, the CITY and/or ARTIST may terminate this Agreement with written notice to the other Party. Any monies paid will be reimbursed by ARTIST to CITY within seven (7) days.

## **COMPENSATION**

1. The CITY shall pay the ARTIST a fixed fee of \$23,705.00, which shall constitute full compensation for services to be performed in the creation of the Work of Art.
2. The method of payment of fees shall be as follows:

Upon signing the Agreement, the CITY shall provide a down payment to the ARTIST equaling \$11,852.00 followed by the balance of the fixed fee of \$11,853.00 following final inspection verifying completion of Work of Art.

3. The CITY reserves the right to inspect the progress of the Work of Art during the creation thereof. The CITY further reserves the right to request written updates from the ARTIST on progress toward completion of the Work of Art.
4. All work under this Agreement shall be completed in compliance with all applicable Code of Ordinance provisions of the City of Fort Pierce as well as all Laws of the State of Florida and Codes of St. Lucie County, Florida.
5. ARTIST may not transfer or subcontract the creative or artistic portions of the Work of Art to another party without the prior written approval of the CITY.
6. ARTIST warrants that the work covered in this Agreement shall be the result of the artistic effort of the ARTIST and that the Work of Art shall be unique. The ARTIST shall deliver the Work of Art free and clear of any liens, claims, or other encumbrances of any type arising from the acts of the ARTIST.
7. The ARTIST warrants that the Work of Art shall be free of defects in material and workmanship and that the ARTIST shall, at his expense, correct any such defects which appear for a period of one (1) year from final acceptance of the Work of Art.
8. It is understood that the product produced by the ARTIST is intended to be a Work of Art. Any use by the CITY of the Work of Art for any purpose other than adornment of the placed site will void any warranties made by the ARTIST.

9. The ARTIST shall bear the full risk of loss of damage to the Work of Art until all services have been completed and the Work of Art has been accepted by the CITY. The ARTIST will take such measures as are necessary to protect the Work of Art from loss or damage until the completed Work of Art has been accepted by the CITY.

## **INDEMNIFICATION AND INSURANCE REQUIREMENTS**

### **INDEMNIFICATION**

Except for expenses or liabilities arising from the negligence of the CITY, the ARTIST hereby expressly agrees to indemnify and hold the CITY harmless against any and all expenses and liabilities arising out of the performance or default of this Contract as follows:

ARTIST shall indemnify and hold harmless, to the maximum extent permitted by law, the CITY and their officials, officers and employees from and against any and all liability, damages, losses, (whether in contract or in tort, including personal injury, accidental death or property damage, and regardless, of whether the allegations are false, fraudulent or groundless), and costs (including reasonable attorney fees, litigation, arbitration, mediation, appeal expenses) to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the ARTIST and persons employed by or utilized by the ARTIST in ARTIST's performance of this Contract.

ARTIST's obligation to indemnify and hold harmless shall remain in effect and shall be binding upon ARTIST whether such injury or damage shall accrue, or may be discovered, before or after termination of this Contract.

ARTIST's failure to comply with this section's provisions shall constitute a material breach upon which the CITY may immediately terminate or suspend this Contract.

### **INSURANCE REQUIREMENTS**

The ARTIST shall, at his own expense, procure and maintain, with insurers acceptable to the CITY, the types and amounts of insurance conforming to the minimum requirements set forth herein. The ARTIST shall not commence work until the required insurance is in force and evidence of insurance acceptable to the CITY has been provided to and approved by the CITY. As evidence of compliance with the insurance required herein, ARTIST shall furnish the CITY with:

- (a) A fully completed satisfactory Certificate of Insurance (ACORD Form 25 or equivalent) evidencing all coverage required herein, with a copy of the actual notice of cancellation endorsement(s) as issued on the policy(ies) and a copy of the actual additional insured endorsement as issued on the Commercial General Liability policy, signed by an authorized representative of the insurer(s) verifying inclusion of the CITY OF FORT PIERCE and their respective members, officials, officers and employees as additional insureds in the Commercial General Liability coverage;
- (b) The original of the policy(ies); or
- (c) Other evidence satisfactory to the CITY.

Until such insurance is no longer required by this Contract, ARTIST shall provide the CITY with renewal or replacement evidence of insurance at least thirty (30) days prior to the expiration or termination of such insurance.

To the extent ARTIST is permitted to and elects to sub-contract any of the work performed under this Contract, ARTIST will require all subcontractors to provide insurance coverage complying with the requirements set forth herein and will provide the CITY with evidence of such coverage prior to the commencement of the subcontractor's work.

If ARTIST is unable or unwilling to procure any of the insurances listed below, to include Pollution Legal Liability, ARTIST hereby agrees to be responsible for any and all claims, damages, awards, and coverage that would have been covered by insurance, to include, but not limited to attorney's fees and legal fees. ARTIST further agrees to indemnify and hold harmless the CITY, their officials, officers and employees for any and all claims, damages, and awards resulting from negligence, omissions, or intentional acts of the ARTIST or any subcontractor that would have been covered by insurance outlined below that ARTIST failed to obtain. Further, ARTIST agrees to be solely responsible for any and all claims, damages, awards, and coverage against ARTIST resulting from negligence, omissions, or intentional acts by ARTIST that would have been covered by insurance outlined below.

### **Workers' Compensation Insurance/Employer's Liability Insurance**

Such insurance shall be no more restrictive than that provided by the Standard Workers' Compensation Policy, as filed for use in Florida by the National Council of Compensation Insurance (NCCI), without restrictive endorsements, other than any endorsement required by NCCI or the State of Florida. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employer's Liability Act and any other applicable Federal or State law. The minimum amount of coverage (inclusive of any amount provided by an umbrella or excess policy) shall be:

- Part One: Statutory
- Part Two: \$1,000,000 Each Accident  
\$1,000,000 Disease – Policy Limit  
\$1,000,000 Disease – Each Employee

The policy must be endorsed to waive the insurer's right to subrogation against the CITY, and their respective officials, officers and employees in the manner which would result from the attachment of NCCI's Waiver of Our Right to Recover From Others Endorsement (Advisory Form WC 00 03 13) with the CITY, and their respective officials, officers and employees scheduled thereon.

### **Commercial General Liability Insurance**

Such insurance shall be no more restrictive than that provided by the latest edition of the standard Commercial General Liability Form (Form CG 00 01) as filed for use in the State of Florida by the Insurance Services Office (ISO), without any restrictive endorsements other than those which are required by the State of Florida or those which under an ISO filing must be attached to the policy (i.e., mandatory endorsements).

The CITY, and their respective officials, officers and employees shall be included as an "Additional Insureds" on a form no more restrictive than ISO Form (CG 20 10, Additional Insured – Owners, Lessees, or Contractors – Scheduled Person or Organization Endorsement) and ISO Form CG 20 37 (Additional Insured – Owners, Lessees or Contractors-Completed Operations). The minimum limits (inclusive of amounts provided by an umbrella or excess policy) shall be:

- \$2,000,000 General Aggregate
- \$2,000,000 Products/Completed Operations Aggregate
- \$1,000,000 Personal and Advertising Injury
- \$1,000,000 Each Occurrence

ARTIST shall continue to maintain products/completed operations coverage in the amounts stated above for a period of three (3) years after the final completion of the Work. The insurance shall be on a form no more restrictive than, and shall cover those sources of liability which would be covered by Coverage A of the latest occurrence form edition of the Commercial General Liability Coverage Form (ISO Form CG 00 01), or of the occurrence Products/Completed Operations Liability Coverage Form (ISO Form CG 00 37), as filed for use in the State of Florida by ISO, without any restrictive endorsements other than those which, under an ISO filing, must be attached to the policy (i.e., mandatory endorsements).

### **Automobile Liability Insurance**

Such insurance shall be no more restrictive than that provided by Section II (Liability Coverage) of the most recent version of the standard Business Auto Policy (ISO Form CA 00 01) without restrictive endorsements other than those required by the State of Florida or those under which an ISO filing must be attached to the policy (i.e., mandatory endorsements). The policy shall include coverage for liability contractually assumed, and shall cover all owned, non-owned, and hired autos used in connection with the performance of the work. Such insurance shall not be subject to any aggregate limit and the minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

\$1,000,000 Each Occurrence – Bodily Injury and Property Damage Combined

### **Pollution Legal Liability**

Any entity hired to perform services as part of this contract for environmental or pollution related concerns shall maintain Contractor's Pollution Liability coverage. Such insurance shall cover ARTIST for liability resulting from pollution or other environmental impairment arising out of, or in connection with, work performed under this Contract, or which arises out of, or in connection with this Contract, including coverage for clean-up of pollution conditions and third party bodily injury and property damage claims arising from pollution conditions. Such insurance shall also include transportation coverage and non-owned disposal site coverage.

Coverage must either be on an occurrence basis; or if on a claims-made basis, the coverage must respond to all claims reported with three years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

The insurance shall include the CITY, and their respective officials, officers and employees as additional insureds.

The minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

\$1,000,000 Per Loss  
\$2,000,000 Annual Aggregate

### **General Conditions**

The insurance provided by ARTIST shall apply on a primary basis to any insurance or self insurance maintained by the CITY. Any insurance or self-insurance maintained by the CITY shall be excess of, and shall not contribute with, the insurance provided by ARTIST.

Except as otherwise specifically authorized in this Agreement, or for which prior written approval has been obtained hereunder, the insurance maintained by ARTIST shall apply on a first dollar basis without application of a deductible or self-insured retention. Under limited circumstances, the CITY may permit ARTIST to self-insure, in whole or in part, one or more of the insurance coverages required by

this Agreement. All applicable deductibles and self-insured retentions must be disclosed to and approved by the CITY prior to being used to satisfy any of the insurance requirements contained herein. ARTIST shall pay on behalf of the CITY, or their respective officials, officers, and employees any deductible or self-insured retention applicable to a claim against the CITY, or their respective officials, officers, and employees.

All policies of insurance provided by the ARTIST shall be endorsed to provide that the Insurer waives its rights against the CITY of Fort Pierce and their members, officials, officers, and employees.

Compliance with these insurance requirements shall not limit the liability of ARTIST. Any remedy provided to the CITY by the insurance provided by ARTIST or the CITY shall be in addition to and not in lieu of any other remedy (including, but not limited to, as an indemnitee of ARTIST) available to the CITY under this Agreement or otherwise.

All insurance policies provided by the ARTIST shall be endorsed to provide the CITY with thirty (30) days' prior written notice of cancellation.

Neither approval nor failure to disapprove insurance furnished by ARTIST shall relieve ARTIST from responsibility to provide insurance as required by this Agreement.

**Certificates of Insurance must be completed as follows:**

**1. Certificate Holder**

**City of Fort Pierce  
Attention: Risk Manager  
100 N. U.S. Hwy 1  
Fort Pierce, FL 34954-1480**

**2. Additional Insured for General Liability**

**City of Fort Pierce and their respective officials, officers and employees**

**E-VERIFY COMPLIANCE**

All requirements of Section 448.095, Florida Statutes, shall be complied with by ARTIST. In accordance with, Section 448.095, Florida Statutes, ARTIST shall register with and utilize the E-Verify System operated by the United States Department of Homeland Security to verify the employment eligibility of all new employees hired during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to this Agreement to likewise utilize the E-Verify System to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Agreement. If ARTIST enters into a contract with a subcontractor performing work or providing services on its behalf, ARTIST shall also require the subcontractor to provide an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Information on registration for and use of the E-Verify System can be obtained via the internet at the Department of Homeland Security Website: <http://www.dhs.gov/E-Verify>. ARTIST shall, upon request, provide evidence of compliance with this provision to the CITY. A contract terminated pursuant to Section 448.095 is not a breach of contract and may not be considered as such. If the CITY terminates this contract with a contractor, the contractor may not be awarded a public contract for at least 1 year after the date on which the contract was terminated. ARTIST is liable for any additional costs incurred by the CITY as a result of the termination of this contract under Section 448.095, Florida Statutes.

## **TERMINATION OF AGREEMENT**

1. This Agreement may be terminated by either party upon seven (7) business days written notice; by mutual agreement of the parties; or by the failure of any party to substantially perform obligations under this contract through no fault of either party.
2. The performance of work under this Agreement may be terminated by the CITY in accordance with this clause in whole or in part from time to time whenever the CITY shall determine that such termination is in the best interests of the CITY.
3. Upon termination of this Agreement, the ARTIST shall be entitled only to payment for that portion of work on the Work of Art that is completed at the time of termination. The percentage of completion of the work shall be determined based upon the approved schedule. Where the Agreement is terminated for cause by the CITY, such payment to ARTIST shall be reduced by the amount equal to any additional costs incurred by the CITY as a result of the termination.

## **NOTICE**

All notices or contacts required under the terms of this Agreement shall be sent to the following:

To the ARTIST: Name: Sean Coffey  
Address: 4749 Lakeridge Drive  
City/State/Zip: Memphis, TN 38109

To the CITY: City Manager's Office  
City of Fort Pierce  
100 U.S. Highway 1  
Fort Pierce, Florida 34950

With Copies to:  
Sara Hedges, City Attorney  
City Attorney's Office  
100 U.S. Highway 1  
Fort Pierce, Florida 34950

## **SPECIAL PROVISIONS**

1. The ARTIST shall not have the power to pledge the CITY's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgement, lien, or any other form of indebtedness. The ARTIST further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.
2. The CITY is exempt from payment of Florida State Sales and Use Taxes. The ARTIST shall not be exempt from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the CITY, nor is the ARTIST authorized to use the CITY's tax exemption

number in securing such material. The ARTIST shall be responsible for payment of all federal state and local taxes and fees incurred in connection with this Agreement.

3. The ARTIST shall not, during the performance of this Agreement, disseminate publicity or news releases regarding the Work of Art without prior written approval of the CITY. Any reproduction of the Work of Art by the CITY shall contain a credit to the ARTIST.

**ENTIRETY OF AGREEMENT; VENUE; CHOICE OF LAW**

1. This writing embodies the entire agreement and understanding between the Parties hereto, and there are no other agreements or understandings between the parties hereto oral or written with reference to the subject matter thereof that are not merged or incorporated herein. No alteration, change or modification of the terms of the Agreement shall be valid unless made in writing and executed by the parties hereto.
2. Any dispute hereunder between the parties shall be resolved by resort to binding mediation. If not resolved at mediation, then the dispute will be resolved by a non- jury trial. Venue for any trial shall be St. Lucie County, Florida. This agreement shall be subject to and governed by the laws of the State of Florida.

**[ SIGNATURE PAGE TO FOLLOW ]**

**IN WITNESS WHEREOF**, this Agreement has been fully executed on behalf of the Parties hereto by it duly authorized representatives, as of the date first written above.

ATTEST:

CITY OF FORT PIERCE:

\_\_\_\_\_  
Linda Cox, City Clerk

\_\_\_\_\_  
Linda Hudson, Mayor

APPROVED AS TO FORM AND  
CORRECTNESS:

By:

\_\_\_\_\_  
Sara Hedges, City Attorney

ARTIST:

By: Sean Coffey

Print: Sean Coffey

Title: ARTIST

Today's Date: 08/05/24

# Indian River Wall Mural Budget:

**Materials:**

**Paint/**

- Primer( Killz2).....\$200.00
- Paint(Montana Cans).....\$2000.00
- Paint ( Bucket brush paint ) .....\$350.00
- Protective Coating plus application.....\$1500.00

**Expendables/**

- Cleaning /wiping cloths.....\$50.00
- Spray caps ( Various Sizes).....\$75.00
- Wall cleaner.....\$65.00
- Brushes.....\$30.00
- Drop Cloths.....\$35.00
- Extras.....\$100.00

**TOTAL:.....\$4405.00**

**Travel:**

- Flight.....\$300.00
- Fuel plus van.....\$1000.00
- Food.....\$1800.00
- Housing.....\$2000.00
- Insurance.....\$500.00

**TOTAL:.....\$5600.00**

**Labor:**

- Sketches .....\$2000.00
- Job Prep.....\$500.00
- Site Prep ( wall cleaning and priming) .....\$2500.00
- Art Application .....\$8700.00

**TOTAL:.....\$13,700.00**

**GRAND TOTAL:.....\$23,705.00**

**Project Timeline:** ( Timeline is weather pending. Please allow at least 14 days of overflow due to weather or any other unforeseen act of nature)

**Day 1-2:** Wall cleaning and Priming

**Day 3-12:** Art Application

**Day 13-14:** Art Approval and Protective coating

The Coffey Shop



DWG: Budget and Project Timeline

CUSTOMER: City of Fort Pierce

NOTES:  
 - All Artwork completed by Sean Coffey  
 - Pricing is guaranteed for 60 days , after, certain travel and material aspects may need to be repriced. ( Flight, housing, fuel, materials)

DRAWN BY: Sean Coffey

DATE: 6/7/2024

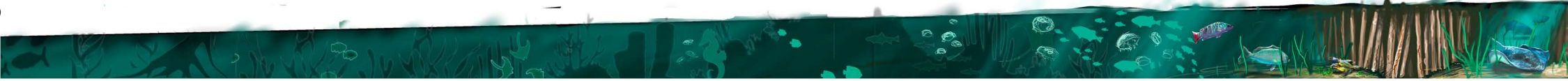
PAGE: **A.1**

# Indian River Wall Mural Artwork and Layout:

A



B



C



D



E



F



G



## FULL LAYOUT

A:100'

B:100'

C:100'

D:100'

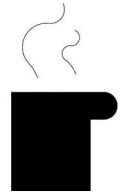
E:100'

F:100'

G:75'



# The Coffey Shop



DWG: Final Art Layout

CUSTOMER: City of Fort Pierce

- NOTES:
- All Artwork completed by Sean Coffey
  - All Artwork is final and has been approved
  - Any changes not agreed upon prior to the start of the mural will require an extra charge
  - All artwork will be painted with high grade exterior acrylic paint

DRAWN BY: Sean Coffey

DATE: 6/7/2024

PAGE: A.2