

**ARTWORK DESIGN DEVELOPMENT
AND PROJECT BRIEF AGREEMENT**

THIS AGREEMENT is made and entered into this _____, by and between Clark COUNTY through the Department of Parks and Recreation (COUNTY) _____(ARTIST).

RECITALS

WHEREAS, COUNTY intends to implement an artistic enhancement to serve as a (gateway or signature, etc.) art piece at the Clark County Family Courthouse, 601 North Pecos Rd, Las Vegas, NV 89155; and

WHEREAS, COUNTY published a request for artistic qualifications RFQ NO. (the "RFQ") from artists for the design and creation of an artistic enhancement to serve as an artistic centerpiece at the designated location to be submitted for consideration for the final project; and

WHEREAS, a review panel, having reviewed all of the responses to the RFQ ____, has approved the artistic qualifications of ARTIST, and is recommending that COUNTY award a contract for further design and development of the Artwork to be considered for the final project; and

WHEREAS, after due consideration of the recommendation of the review panel, COUNTY desires to enter into an agreement retaining ARTIST for the purpose of providing a more detailed proposal design of the Artwork ("Artwork Design Proposal") in order to choose the final artist for the project.

NOW, THEREFORE, the parties agree to the following:

A. ARTIST'S Scope of Work

ARTIST agrees to do the following

1. Date & Time:
 - a. Design Due (TIME, DAY, MONTH, YEAR) AT TO THE PUBLIC ART OFFICES 2601, E. SUNSET RD, LAS VEGAS, NV 89120
 - b. PROJECT BRIEF AND FOAM CORE DUE (TIME, DAY, MONTH, YEAR) TO THE PUBLIC ART OFFICES 2601, E. SUNSET RD, LAS VEGAS, NV 89120
2. Meet with COUNTY staff and review areas to be enhanced. Also attend a pre-design meeting with Homero Hidalgo ("Project Manager") to review scope.
3. Submit one (1) complete Artwork Design Proposal which includes with the proposed budget which shall not to exceed \$69,257. The proposal shall encompass all expenditures to execute the proposed artwork. This includes costs for subcontractors, plaque for artwork, artist fees, and other work required to create a safe and permanent public art piece. See Exhibit (B) for Technical Specifications.
 - i. Requirements Project Brief booklet in digital format. See Exhibit A for the specifications that must be included in you Project Brief booklet.
 - ii. One 20 x 30 foam core that highlights the design of the sculpture. Design will be on display through social media.

B. Compensation

COUNTY agrees to pay ARTIST for the performance of services described in Section A (ARTIST Scope of Work) for the not to exceed amount of five hundred dollars (\$500). COUNTY'S obligation to pay ARTIST cannot exceed the not to exceed amount. It is expressly understood that the entire Artwork Design Proposal defined in Section A (ARTIST Scope of Work) must be completed by ARTIST and it shall be ARTIST'S responsibility to ensure that hours and tasks are properly budgeted so the entire PROJECT is completed for the said fee. If all requirements from Section A

(ARTIST Scope of Work) are not met ARTIST will not be compensated.

Invoices and Payments

Invoices are to be addressed to:
ORIGINAL TO: Sunset Park & Recreation Admin
Public Arts Office ATTN:
Homero Hidalgo 2601 E
Sunset Rd Las Vegas, NV
89120

Payments to ARTIST will be sent to the following:

ARTIST Name:
Street Address:
City, State, Zip Code:

C. Project Manager

COUNTY designates Homero Hidalgo as the Project Manager for this Project. The Project Manager will be ARTIST'S principal point of contact at COUNTY regarding any matters relating to this Project and will provide general direction to ARTIST regarding performance of the scope of work. The Project Manager will act as a liaison between ARTIST and other COUNTY Departments during the design of the Artwork.

The contact information for the Project Manager is as follows:

Homero Hidalgo
Sunset Park & Recreation Admin
Public Arts Office
2601 E Sunset Rd
Las Vegas, NV 89120
Homero.HidalgoConstante@ClarkCountyNV.gom
Office: 702-830-1714

The Project Manager is not authorized to waive or change any material terms of this Agreement.

D. Ownership of Artwork Design Proposal

ARTIST shall retain all copyrights to the Artwork Design Proposal. COUNTY is hereby licensed to reproduce or duplicate the image of the Artwork Design Proposal for promotional or informational purposes. In the event that COUNTY ultimately enters into a contract with ARTIST for purposes of constructing the Artwork, ownership of the copyrights, reproduction rights, modification or alterations to the Artwork shall be governed by the provisions of the contract entered into by the parties at that time. ARTIST agrees that the Artwork Design Proposal is a unique one-of-a-kind design created for COUNTY.

E. Documentation

ARTIST retains the right to photograph and graphically reproduce the Artwork Design Proposal for purposes of documentation and publicity and COUNTY will receive credit for commissioning and ownership of the Artwork Design Proposal. COUNTY reserves the right to photograph or record the Artwork Design Proposal for documentation and publicity purposes and ARTIST shall receive authorship credit for the Artwork Design Proposal.

F. Disputes

The parties shall attempt to amicably resolve disputes through escalating levels of management. All unresolved disputes may be settled by mediation in Nevada if agreed to by both parties; otherwise, litigation may be used. Notice of any dispute must be given in writing within thirty days of the claim, dispute, or matter arising.

G. Governing Law/Venue of Action

This Agreement shall be construed and enforced in accordance with the laws of the State of Nevada. Any action at law or other judicial proceeding for the enforcement of any provision shall be instituted in COUNTY of Clark, State of Nevada.

H. Indemnification

Notwithstanding any of the insurance requirements set forth herein, ARTIST shall protect, indemnify and hold COUNTY, its officers, employees and agents, harmless from and against any and all third-party claims arising from copyright disputes or negligent acts of the artist.

I. Termination for Convenience

COUNTY shall have the right at any time to terminate further performance of this Contract, in whole or in part, for any reason. Such termination shall be effected by written notice from COUNTY to ARTIST, specifying the extent and effective date of the termination. If termination is for COUNTY'S convenience, COUNTY shall pay ASK TYPE that portion of the compensation which has been earned as of the effective date of termination, but no amount shall be allowed for anticipated profit on performed or unperformed services or other work. Substantiating documentation will be required.

J. Termination for Default

Upon failure to perform this Agreement under its terms, COUNTY will provide written notice to ARTIST of the breach, and ARTIST will have a reasonable time (as stated in COUNTY's written notice) in which to cure the breach. Failure to cure within the stated time will subject ARTIST to a default termination, with no liability to COUNTY, which shall include costs incurred by ARTIST. ARTIST shall reimburse COUNTY for any fees paid to date from the start of work. COUNTY will retain all rights to common law breach of contract remedies.

K. Independent Contractor

ARTIST is deemed to be an Independent Contractor under this Agreement.

L. Force Majeure

ARTIST is excused from performance by acts of God, fire, war, loss or shortage of transportation facilities, lockout or commandeering of raw materials, products, plants or facilities by the Government.

M. Assignment/Modification

This Agreement is not assignable without the prior written consent of COUNTY. This Agreement sets forth the entire understanding of the parties and only may be modified through a bilaterally executed writing.

N. Severability

In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain valid and binding.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

ARTIST

Date Signed

Adriane Garcia
Purchasing Manager

Date Signed

Exhibit A Project Brief

Clark County Public Art Murals Proposals Project Brief

A project brief is a booklet that is a visual presentation of the public art project you are submitting. This booklet is required, and vital to a well thought out project. This guide is intended to help you create a strong public art presentation. The booklets will be accessible by jury members and Clark County. An artist may want to add language to protect copywrites of designed work.

Booklet is required to cover all contents below and, **in the order listed below.**

1. Title Page
 2. Index
 3. Proposal Content & Statement of Work
 4. Artwork Renderings – Must meet all RFQ requirements.
 - a. Dimensions
 - b. Materials and Finishes
 5. Work Plan
 6. Proposed Collaborators
 7. Maintenance Plan
 8. Budget, Milestones, Workplan and Timeline
-

1. Title Page

- a. Name of the artist, project, etc.

2. Index

- a. Provide an index at the front of the book

3. Proposal Content and ARTIST Statement

- a. One-page letter of intent that gives an overview of your project with special focus on design and viewer connection to the piece. The key is to convey placemaking. This is your narrative.
- b. Include the following information in you statement.
 1. Describe in more detail the ARTIST'S approach to the project including the key elements and unique features of your proposal in accordance with the Scope of Work.
 2. Provide a preliminary project plan that includes ARTIST'S concept of the project including the methodology to be used and the major deliverables to be produced, including Proposed Services and details for all other proposed solutions and technology.
 3. Provide a statement as to local resources that would be utilized and the degree of ARTIST'S knowledge and familiarity with the local community's needs and goals.
 4. Provide any assumptions and/or constraints made in developing the proposal.
 5. State why the ARTIST is best suited to perform the services for this project.

4. Artwork Renderings

- a. Renderings.
 1. This document will be exhibited in your final contract.
 2. One rendering must show artwork in placed within landscape.
 3. See Technical Specifications in Exhibit B.

5. Work Plan

- a. How is this artwork being created and by whom?
- b. What type of paint will de used to execute the image. See Technical Specifications in Exhibit B.
- c. This project requires the use of a lift, please provide your certification.
- d. Note that additional lighting will most likely be needed. The artist will have to provide this lighting.
- e. What will be your work schedule, including listing dates, times.
 1. Must follow the available hours of the courthouse.
 2. Wednesday – Friday 6:00 pm – 2:00 am
 3. Saturday 9:00 am – 6:00 pm
 4. Sunday 10:00 am – 6:00 pm
- f. Storage is available.

Exhibit A Project Brief

1. A designated area and access will be provided at the site.
6. **Proposed Collaborators** All professional collaborators need to hold proper certifications and you will need to provide those certifications. (Lift Certificate)
 - a. Assistants
 1. Name
 2. Address
 3. Phone #
7. **Maintenance Plan** This section is intended for the artist to acknowledge the anti-graffiti requirements.
 - a. See Technical Specifications in Exhibit B
8. **Budget, Milestones, Timeline and Workplan**
 - a. Budget
 1. Research sample budgets for public art is recommended.
 2. Your proposal should be at or below the award price identified in the call.
 3. Design fee is part of the phase you are in now. Do not budget in an extra design fee, do budget an artist's fee of 20%. Budget should include a 10% contingency funding it possible.
 - b. Milestone
 1. The budget will need to be broken down by the payment milestones.
 2. The award price of the call shall cover all costs of the project to include but not be limited to: artist's fees, travel, documentation of artwork, signage, taxes, insurance and all other costs related to the production and accession of the artwork.
 - At each milestone the artist is required to provide bi-weekly updates for the project including updated schedule/timeline, and a project tracking metrics including any updates.
 - **First Milestone:** Upon completion of pre-project meeting with all contractors and subcontractors present to be scheduled within 30 days of Contract execution with the Public Art Project Manager, at which time Artist will be paid 50%.
 - **Second Milestone:** Upon County's inspection of executed artwork and verification that the artwork meets the technical specifications specified for the project, and that the artwork is 100% completed including all clean up, and punch list items resolved, the Artist will be paid 25%.
 - **Third Milestone:** Upon completion of anti-graffiti, and submittal of all required paperwork, images, plaque and removal of all equipment with a final walkthrough with County staff, the Artist will be paid 25%.
 - c. Timeline
 1. Create a timeline for your project.
 2. See RFQ for project dates if provided.
 3. Timeline should be presented in a standard construction timeline.
 4. Timeline should show major points in production.
 5. Contracting & design review/approval can take several months, when developing your timeline indicate months as Month 1, Month 2, etc.
 6. Contents should include but not limited to.
 - Securing Insurance, lift
 - Subcontractor Agreements
 - Painting
 - Material purchase
 - Creation
 - Purchase
 - Plaque
 - Inspection and final approval of painted mural

Exhibit A Project Brief

- Professional Photography
 - Maintenance Plan
 - Title transfer
 - Dedication
 - Final Payment
- d. Workplan
1. Provide a proposed schedule (work plan) including tasks, milestones, dates for completion, resource assignments, budget and critical path.
 2. Provide proposed days and hours of operation.
 3. Documentation Samples. Provide samples of the documentation formats / reports that will be used for the project. ARTIST to provide a up to date timeline and written progress reports on a bi-weekly basis for the duration of the project.

Sample

Exhibit B Technical Specs

1. SCOPE OF WORK

1. ARTIST shall design an original artwork.
2. Provide a presentation and research that will determine feasibility of project.
3. Artwork will highlight goals agreed upon by the stakeholders:
 1. The main objective is to transcend the conventional and create an environment that resonates with warmth, trust, and eye-catching visuals.
 2. We challenge artists to think outside the box by avoiding direct representation or text, instead creating a composition filled with bold, artistic, and non-interpretive imagery.
 3. This is an opportunity to infuse the Courthouse with a spectrum of colors, patterns, and shapes, allowing creativity to flourish.
4. The artwork will be appropriate for a public space, will be safe, and will enhance the scenery.

2. GENERAL DESIGN REQUIREMENTS

Exterior Paint

Paint must be of high quality, process has been proven on other identifiable projects, lead free, UV resistant.

Paint:

- a) Use only Acrylic Latex Paint that is UV resistant.
- b) Golden or Liquitex high-viscosity paint, lightfastness 1 is recommended or equivalent. Artist must receive written approval from Clark County if using a different product.
- c) Outdoor hardware store paint requires premium high solids 100% acrylic latex waterborne exterior wall or trim paint with low sheen, eggshell or satin finish; minimum 1.5 mil dry thickness per coat.
 - (i) Paint Products:
 1. Golden or Liquitex high-viscosity paint
 2. Nova Color – Highest Quality
 3. Sherwin Williams: Accolade Exterior Acrylic Latex, Satin
 4. Pratt and Lambert: Accolade Exterior Acrylic Latex, Eggshell
 5. Benjamin Moore: Aura Exterior Acrylic Latex #634 Low Luster
 6. Frazee #126 Mirror Glide Low Sheen Acrylic Latex
 7. Kelley Moore #1245 Acry-Shield Acrylic Latex Low Sheen
 8. Or Artist can use an equivalent product. Artist must receive written approval from Clark County if using a different product.
- d) Substitutions: Low or no VOC – applicable Green Seal's Standard <https://greenseal.org/standards/gs-11-paints-coatings-stains-and-sealers/> Or South Coast Air Quality Rule <https://www.ppgpaints.com/pro/ecological-solutions/scaqmd> paint standards.

Anti-Graffiti – Product must be of high quality, process has been proven on other identifiable projects, , UV resistant.

Artist must use the following material guidelines:

- a. GSS Coating LLC, is recommended or equivalent. Artist must receive written approval from Clark County if using a different product.
- b. Artist is also to provide on case of GSS Graffiti Removal Agent
- c. Anti-graffiti coating that is UV resistant shall be applied to exterior walls including building, enclosures, walls, pedestals, artwork, ground lighting mounts, signage, glass and other amenities as designated by Owner.
- d. ARTIST will need to coordinate on site Anti-graffiti application, if necessary, with all parties effected.
- e. Correct products should be used for each type of material. Concrete Block Exterior, Concrete Block Interior, Interior Gypsum Board, Metal Work, Wood, and Aggregate Coating.
- f. Applications of anti-graffiti should be administered by a trained professional.

Exhibit B
Technical Specs
PAINTING REQUIREMENTS

GENERAL INFORMATION

Regulatory Requirements.

Conform to applicable code for flame/fuel/smoke rating requirements for finishes.
Product Data: Provide product data on all paint products.

Delivery, Storage and Handling

Deliver products to site in sealed and labeled containers.
Container labeling to include manufacturer's name, type of paint, brand name, drying time, clean up instructions, color designation, and instructions on mixing and reducing.

Environmental Requirements

Follow Manufacturer's instructions for cleanup and disposal.

Extra Materials

Provide left over containers of paint to County for touch-ups and art maintenance.
Provide paint color chart or label showing all brands, all colors and mixing formulas.

PRODUCTS

Environmental Requirements

Coatings: Good flow and brushing properties: Capable of drying or curing free of streaks or sags
Accessory Materials: Clear acrylic, clear Latex, Acrylic or Latex varnish and other materials not specifically indicated but required to achieve the finishes specified, of commercial quality.
All paint products shall contain no mercury/lead compounds. All products shall meet the chemical component limits of the applicable Green Seal's Standard <https://www.greenseal.org/green-seal-standards/gs-11/> or South Coast Air Quality Rule <https://www.ppgpaints.com/pro/ecological-solutions/scaqmd>. Must follow Clark County Department of Air Quality environmental requirements
All products shall be listed as low or no VOC.

Deliver products to site in sealed and labeled containers.
Container labeling to include manufacturer's name, type of paint, brand name, drying time, clean up instructions, color designation, and instructions on mixing and reducing.

EXECUTION

Inspection

Verify that substrate conditions are ready to receive work as instructed by the product manufacturer.
Examine surfaces scheduled to be finished prior to commencement of work. Report any condition that may potentially affect proper application.
Measure moisture content of surfaces using an electronic moisture meter. Do not apply finishes unless moisture content of surfaces is below the following maximums:
Plaster and Gypsum Wallboard: twelve (12) percent.
Beginning of installation means acceptance of substrate.

Preparation – Previously Painted Surfaces

Clean all surfaces free of all dirt, dust, loose and unsound paint coatings and other foreign matter by washing walls with soap and water with additional scraping and sanding as required. Provide a clean, sound surface for the new paint coatings.
Repair cracks and voids in plaster surfaces. Prior to surface preparation and painting operations, mask, remove or otherwise adequately protect all hardware, accessories, markerboards, tackboards, machined surfaces, plates, fire sprinkler heads, lighting fixtures and similar items in contact with painted surfaces but not scheduled to receive paint.

Exhibit B Technical Specs

Take extra steps to block out, mask, and protect in place all graphics, awards, school logos, murals, lettering, and other artwork prior to preparing and painting surfaces.

Application

Apply products in accordance with manufacturer's instructions.
Do not apply finishes to surfaces that are not dry.

Cleaning

As Work proceeds, promptly remove paint where spilled, splashed or spattered.
During progress of Work maintain premises free of unnecessary accumulation of tools, equipment, surplus materials, and debris.
Collect cotton waste, cloths, and material which may constitute a fire hazard, place in closed metal containers, and remove daily from site.

Protection

Protect elements surrounding the scope of work from damage or disfiguration.
Repair damage to other surfaces caused by Work of this Section.
Furnish drop cloths, shields, and protective methods to prevent disfiguring other surfaces.
Remove empty paint containers from site.
Provide a ladder to stand on. No climbing on counter tops and other surfaces.
If using a lift, the flooring will need to be protected. In most cases plywood should be used to cover floor. Check with project manager for specifications.
No scaffolding allowed.

Schedule

First Step: Clean Surface
Second Step: Primer if needed (Product and Manufacturer to be determined)
Third Step: Acrylic or Acrylic Latex or County approved Paint (Product and Manufacturer to be determined)
Forth Step: Stakeholder walk through.
Fifth Step: Touch-ups

- I. PLAQUES- The following is the design criteria for plaques. Design Professional to show location of all plaques, use the enclosed details to be shown on Drawings and specify the plaque as follows:
- A. Owner approval required before printing and installing.
 - B. Plaque Exterior:
 - 1. Material: Aluminum
 - 2. Border Style: Rounded edges
 - 3. Color: Open with owner approval
 - 4. Letter Face: inset, black with anti-graffiti permanent coating and UV resistant.
 - 5. Letter size: Clearly legible
 - 6. Letter Style: as shown on drawing.
 - 7. At least 5" x 7"
 - 8. Mounting: Concealed

**Exhibit B
Technical Specs**

C. Mounting:

1. Wall mount plaques shall be installed straight, level and true to the surface of the mounting area. The plaque shall be mounted in accordance with manufacturer's specification with concealed fasteners for the type of wall surface that the plaque is being mounted. Plaques shall be mounted so that the center of the plaque is located in five (5) feet above the finish grade or floor.
1. The plaque and installation area shall be thoroughly cleaned at the completion of the installation process.

Title

Year

Medium

Quote (only if the Artist wants one or if county feels it is needed)

Name, Artist or Sculptor



Commissioned and Funded
by the Board of County
Commission Through the
County Arts Plan ((may add in the
name of the project) For the XXX Public
Art Project)