

AGREEMENT
BETWEEN
THE CITY OF WYLIE, TEXAS
AND
COLLIN COUNTY COMMUNITY COLLEGE
WYLIE CAMPUS ART DEPARTMENT
FOR
THE FABRICATION AND INSTALLATION OF THE PROPOSED
WYLIE SIGNAL BOX, PUBLIC ART PROJECTS
INTERSECTIONS OF BALLARD AND SH 78, COUNTRY CLUB ROAD AND BROWN
STREET, AND COLLIN WAY AND COUNTRY CLUB ROAD
WYLIE, TEXAS 75098

Made as of the 14th day of November, 2023

Between City: City of Wylie, Texas
300 Country Club Road, Bldg. 100
Wylie, Texas 75098
Telephone 972-516-6000

and the Artist: Collin County Community College
Art Department-Maryum Sajjad,
Sarah Juarez, and Kaci French (design artists)
391 Country Club Road, Wylie, TX 75098

For the following Project: Fabrication of three (3) Signal Light Boxes located at
the intersections of Brown and Country Club Road,
Country Club Road and Collin Way, and Ballard and
SH 78, Wylie, Texas 75098

This Agreement (“Agreement”) is made and entered by and between the **City of Wylie, Texas**, a home-rule municipality (“City”), and **Collin County Community College**, a public junior college, **and its students** (collectively, the “Collin College Artist”), to be effective from and after the date as provided herein. City and Artist are sometimes referred to collectively as the “parties” or individually as a “party.”

WHEREAS, City desires to engage the services of Artist to paint, fabricate and install a painted mural (“Artwork”) in connection with the Public Art Project on the intersections of Ballard and SH 78, Brown Street and Country Club Road, and Collin Way and Country Club Road, Wylie, Texas 75098, which shall be installed in the locations designated by City (“Project”); and

WHEREAS, Artist desires to render all services necessary for the Project on the terms and conditions provided herein.

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS:

That for and in consideration of the covenants contained herein, and for the mutual benefits to be obtained hereby and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1 ARTIST'S SERVICES

1.1 **Employment of Artist** – City hereby agrees to retain Artist(s) to provide the Services (hereinafter defined) as set forth herein in connection with the Project. Artist agrees to perform such Services in accordance with the terms and conditions of this Agreement.

1.2 **Scope of Services** – The parties agree that Artist(s) shall provide the Services and deliverables that are set forth and described in the Scope of Services, attached hereto as Exhibit “A” and incorporated herein by reference for all purposes (“Scope of Services”), and shall furnish all personnel, labor, equipment, supplies and all other items necessary to provide all of the Services and deliverables as specified by the terms and conditions of this Agreement (collectively, the “Services”). The parties understand and agree that deviations or modifications to the Scope of Services, in the form of written change orders, may be authorized from time to time by City (“Change Orders”). Artist shall not perform any “extra” work and/or additional services without a duly executed, written change order issued by the Wylie City Manager or authorized designee.

1.3 **Schedule of Work** – Artist agrees to commence work on November 27, 2023, and to proceed diligently with said work to completion as described in the Completion Schedule/Project Billing/Project Budget, attached hereto as Exhibit “B” and incorporated herein by reference for all purposes. Notwithstanding anything herein to the contrary, fabrication of the Artwork shall be completed no later than December 1, 2023.

ARTICLE 2 CITY'S RESPONSIBILITIES

2.1 **Project Data** – If reasonably requested by Artist, City shall furnish required information that it has in its possession as of the date of the request, and Artist shall be entitled to rely upon the accuracy and completeness of the information furnished by City under this Article 2.1.

2.2 **City Project Manager** – City shall designate, when necessary, a representative authorized to act on City's behalf with respect to the Project (“Project Manager”). City or the Project Manager shall examine the documents submitted by Artist and shall render any required decisions pertaining thereto as soon as practical so as to avoid unreasonable delay in the progress of the Services. Artist understands and agrees that the Project Manager and his or her authorized

representative are not authorized to issue verbal or written Change Orders for “extra” work or “claims” invoiced as “extra” work.

ARTICLE 3 ARTIST’S COMPENSATION

3.1 **Compensation for Artist’s Services** – As described in Article 1, Artist’s Services of this Agreement, compensation for this Project shall be on a lump-sum basis, in an amount not to exceed Six Hundred Dollars and No/100 Dollars (\$600.00) (“Artists Fee”), which sum Collin County Community College agrees to use to award scholarships to art design students enrolled at Collin County Community College Art Excellence Fund. The Artist’s Fee is consideration for all Services to be rendered and materials to be provided in accordance with this Agreement. Artist’s Fee shall be paid in accordance with this Article 3 and the Completion Schedule/ Project Billing /Project Budget as set forth in Exhibit “B”. The Artist’s Fee shall not be paid to Collin County Community College Art Excellence Fund, until Artist(s) has completed, delivered and installed, as applicable, all of the Artwork, Services and tasks described in Exhibits “A” and “B” to City’s satisfaction.

ARTICLE 4 OWNERSHIP AND COPYRIGHT

4.1 **Ownership of Work** – Upon completion, the Artwork and the Project shall be the sole property of City, and Artist shall not make any duplicate work of the same or substantially similar size, nor shall Artist grant permission to others to do so except with the written permission of City. City shall be entitled to copies of the plans and the maquette which are prepared by Artist in connection with the development and fabrication of the Project under this Agreement. The ownership of the Artwork is automatically transferred to and vested in City upon full payment of the Artist’s Fee as set forth in Article 3.1 of this Agreement.

4.3 **License to City** – Artist irrevocably licenses City, its employees, representatives, officers and agents, the right to make photographs, two dimensional reproductions, and adaptations of the work for educational, public relations, arts promotional and other non - commercial purposes. For the purposes of this Agreement, the following, among others, are deemed to be reproductions and/or adaptations for non-commercial purposes: reproduction in exhibition catalogues, websites, books, slides, photographs, postcards, posters, and calendars; in magazines, books, art and news sections of newspapers; in general books and magazines not primarily devoted to art but of an educational, historical or critical nature; slides, videos and film strips not intended for a mass audience, and television from stations operated for educational purposes or on programs for educational and news purposes from all stations.

4.4 **Representations and Warranties Regarding Copyright** – Artist represents and warrants that the Artwork is an original creation of Artist and will not infringe the copyright, trademark or other intangible rights of any third party. Artist represents and warrants that the Artwork is an edition of 1, unless otherwise agreed upon with the City.

ARTICLE 5 FABRICATION

5.1 **Specifications** – Artist will fabricate the Artwork, or cause it to be fabricated, in substantial conformity with the design approved by City as set forth in Exhibit “A”.

5.2 **Changes** – Any significant changes to the Artwork by either Artist or as requested by City will be approved in writing by the other party. For purposes of this Agreement, a significant change will mean any change, including but not limited to, a change in the scope, design, color, size or material of the Artwork, which affects cost, installation, site preparation, maintenance and concept as represented in the design described in Exhibit “A”. If Artist wishes to make a significant change to the Artwork, he must request written approval from City of the change in writing at the address provided in Section 10. City will provide a written response within thirty (30) calendar days.

5.3 **Review of the Artwork** – City will be given access to the Artwork during reasonable business hours at Artist’s studio in order to review the Artwork and Artist’s progress with fabrication of the Artwork. Alternatively, City may request, and shall be given photographic documentation of Artist’s progress.

5.4 **Warranty of Craftsmanship** – Artist warrants that the Artwork will be free of defects in workmanship and materials. In the event that any defects become apparent in the workmanship or materials within five (5) years of the execution of this Agreement, Artist will remedy any defects at Artist’s sole cost and expense provided that City has followed and documented the maintenance procedures detailed in Exhibit “A”.

ARTICLE 6 FINAL APPROVAL OF ARTWORK

6.1 **Final Approval** – Within ten (10) business days after the permanent installation of the Artwork, City will inspect the Artwork to determine whether it conforms to all of the requirements of this Agreement. If City finds that any aspect of the Artwork is not in conformance with this Agreement, City will notify Artist in writing within seven (7) business days of the inspection. Artist will have an opportunity to address and cure any defects, requests or concerns of City within fifteen (15) days of the date of City’s notice provided pursuant to this Article 7. All of the foregoing is without prejudice to any other remedies available to City under this Agreement or at law.

ARTICLE 7 INTEGRITY OF THE WORK

7.1 **Repairs and Maintenance** - City shall exercise reasonable care to protect, repair, and maintain the work. Artist agrees to cooperate with and advise the City in connection with any such non-routine maintenance, including, without limitation, damage by acts of God, vandalism, conservation and/or replacement of any portion of the Artwork to the extent that Artist is able to do so.

7.2 **Alteration of the Artwork or of the Site** – Artist acknowledges that the artwork, when installed, may be incorporated within and made a part of a facility in such a way that removing the artwork from the facility, or the destruction or modification of the facility may cause the destruction, distortion, mutilation or other modification of the Artwork.

7.3 **VARA Waiver** – To the extent this Article or any other provision of this Agreement is inconsistent with federal law or any applicable moral rights belonging to the Artist, including the Visual Artists' Rights Act of 1990, Artist acknowledges receiving notice of such provisions and waives any right to preservation of the artwork provided by those laws. Artist shall retain any right to disclaim authorship of the Artwork as set forth in the Visual Artists' Rights Act of 1990.

7.4 **Credit** – City agrees, at its own expense, to prepare and install at or near the Project a public notice, the form and exact location of which shall be solely determined by City, giving Artist credit for the creation of the Artwork.

ARTICLE 8 TERMINATION OF AGREEMENT/REMEDIES

8.1 **Artist Default** – Failure or refusal of Artist to perform any act herein required, unless mutually agreed to in writing by City and Artist, shall constitute a default under this Agreement. In the event of a default, in addition to any other remedy available to City, this Agreement may be terminated by City upon ten (10) days' written notice. Such notice does not waive any other legal remedies available to City. Should termination occur due to Artist default, Artist will refund any payments received, in addition to any other remedies available to City under this Agreement or at law. In the event of any termination under this article, Artist shall deliver to City all work, entirely or partially completed, in addition to any other remedies available to City under this Agreement or at law.

8.2 **Conditions for Termination of Agreement Other than Artist's Default** – If City deems, in its sole discretion, the Project design is inappropriate or unworkable for the site, or if the deadlines specified herein are not met due, in whole or in part, to the Artist's actions and/or omissions, or if cost estimates indicate that the Project cannot be completed within the Project budget, City retains the right to terminate this Agreement and is released from the obligation to enter into fabrication and installation of Artist's design concept for the Project.

The rights and remedies provided by this Agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive its rights to use any or all other remedies. These rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

ARTICLE 9 INDEMNITY

TO THE EXTENT ALLOWED BY TEXAS LAW, ARTIST SHALL RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS CITY AND ITS CITY COUNCIL MEMBERS, OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES FROM AND AGAINST ALL DAMAGES, INJURIES (INCLUDING DEATH), CLAIMS, PROPERTY DAMAGES INCLUDING LOSS OF USE), CLAIMS FOR PATENT, TRADEMARK AND/OR COPYRIGHT INFRINGEMENT AND/OR ANY OTHER INTELLECTUAL PROPERTY AND /OR PROPRIETARY CLAIM, LOSSES, DEMANDS, SUITS, JUDGMENTS AND COSTS, INCLUDING REASONABLE ATTORNEY' S FEES AND EXPENSES (INCLUDING ATTORNEYS' FEES AND EXPENSES INCURRED IN ENFORCING THIS INDEMNITY), CAUSED BY THE NEGLIGENT, GROSSLY NEGLIGENT, AND/OR INTENTIONAL ACT AND /OR OMISSION OF ARTIST, ITS OFFICERS, AGENTS, REPRESENTATIVES, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES OR ANY OTHER THIRD PARTIES FROM WHOM ARTIST IS LEGALLY RESPONSIBLE, IN ITS /THEIR PERFORMANCE OF THIS AGREEMENT AND/OR ARISING OUT OF GOODS AND/OR SERVICES PROVIDED BY ARTIST PURSUANT TO THIS AGREEMENT HEREINAFTER ("CLAIMS"). THIS INDEMNIFICATION PROVISION AND THE USE OF THE TERM CLAIMS" IS ALSO SPECIFICALLY INTENDED TO APPLY TO, BUT NOT LIMITED TO, ANY AND ALL CLAIMS, WHETHER CIVIL OR CRIMINAL, BROUGHT AGAINST CITY BY ANY GOVERNMENT AUTHORITY OR AGENCY RELATED TO ANY PERSON PROVIDING SERVICES UNDER THIS AGREEMENT THAT ARE BASED ON ANY FEDERAL. IMMIGRATION LAW AND ANY AND ALL CLAIMS, DEMANDS, DAMAGES, ACTIONS AND CAUSES OF ACTION OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, EXISTING OR CLAIMED TO EXIST, RELATING TO OR ARISING OUT OF ANY EMPLOYMENT RELATIONSHIP BETWEEN ARTIST AND HIS EMPLOYEES OR SUBCONTRACTORS AS A RESULT OF THAT SUBCONTRACTOR' S OR EMPLOYEE' S EMPLOYMENT AND/OR SEPARATION FROM EMPLOYMENT WITH ARTIST, INCLUDING BUT NOT LIMITED TO, ANY DISCRIMINATION CLAIM BASED ON SEX, SEXUAL ORIENTATION OR PREFERENCE, RACE, RELIGION, COLOR, NATIONAL ORIGIN, AGE OR DISABILITY UNDER FEDERAL, STATE OR LOCAL LAW, RULE OR REGULATION, AND/OR ANY CLAIM FOR WRONGFUL TERMINATION, BACK PAY, FUTURE WAGE LOSS, OVERTIME PAY, EMPLOYEE BENEFITS, INJURY SUBJECT TO RELIEF UNDER THE WORKERS' COMPENSATION ACT OR WOULD BE SUBJECT TO RELIEF UNDER ANY POLICY FOR WORKERS COMPENSATION INSURANCE, AND ANY OTHER CLAIM, WHETHER IN TORT, CONTRACT OR OTHERWISE. ARTIST IS EXPRESSLY REQUIRED TO DEFEND CITY AGAINST ALL SUCH CLAIMS.

IN ITS SOLE DISCRETION, CITY SHALL HAVE THE RIGHT TO APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY ARTIST IN FULFILLING HIS OBLIGATION HEREUNDER TO DEFEND AND INDEMNIFY CITY, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY CITY IN WRITING. CITY RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, CITY IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY CITY IS NOT TO BE CONSTRUED AS A WAIVER OF

ARTIST' S OBLIGATION TO DEFEND CITY OR AS A WAIVER OF ARTIST'S OBLIGATION TO INDEMNIFY CITY PURSUANT TO THIS AGREEMENT. ARTIST SHALL RETAIN CITY- APPROVED DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF CITY'S WRITTEN NOTICE THAT CITY IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF ARTIST FAILS TO RETAIN COUNSEL WITHIN SUCH TIME. PERIOD, CITY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF, AND ARTIST SHALL BE LIABLE FOR ALL REASONABLE COSTS INCURRED BY CITY. THE RIGHTS AND OBLIGATIONS CREATED BY THIS ARTICLE SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

LIMITATIONS. COLLIN COLLEGE IS SUBJECT TO CONSTITUTIONAL AND STATUTORY LIMITATIONS ON ITS ABILITY TO ENTER INTO CERTAIN TERMS AND CONDITIONS OF THE AGREEMENT, WHICH MAY INCLUDE THOSE TERMS AND CONDITIONS RELATING TO: LIENS ON COLLIN COLLEGE PROPERTY; DISCLAIMERS AND LIMITATIONS OF WARRANTIES; DISCLAIMERS AND LIMITATIONS OF LIABILITY FOR DAMAGES; WAIVERS, DISCLAIMERS, AND LIMITATIONS ON LEGAL RIGHTS, REMEDIES, REQUIREMENTS, AND PROCESSES; LIMITATIONS OF TIME IN WHICH TO BRING LEGAL ACTION; GRANTING CONTROL OF LITIGATION OR SETTLEMENT TO ANOTHER PARTY; LIABILITY FOR ACTS OR OMISSIONS OF THIRD PARTIES; PAYMENT OF ATTORNEY'S FEES; DISPUTE RESOLUTION; AND INDEMNITIES. TERMS AND CONDITIONS RELATING TO THESE LIMITATIONS WILL NOT BE BINDING ON COLLIN COLLEGE, EXCEPT TO THE EXTENT NOT PROHIBITED BY THE CONSTITUTION AND THE LAWS OF THE STATE OF TEXAS.

ARTICLE 10 NOTICES

Any notice provided or permitted to be given under this Agreement must be in writing and may be served by depositing the same in the United States Mail, addressed to the party to be notified, postage pre-paid and registered or certified with return receipt requested; by facsimile; by electronic mail, with documentation evidencing the addressee's receipt thereof; or by delivering the same in person to such party a via hand-delivery service, or to any courier service that provides a return receipt showing the date of actual delivery of the same to the addressee thereof. Notice given in accordance herewith shall be effective upon receipt at the address of the addressee. For purposes of notification, the addresses of the parties shall be as follows:

If to City, addressed to it at:
Brent Parker, City Manager
Carole Ehrlich, Public Arts Coordinator
City of Wylie
300 Country Club Road, Bldg. 100
Wylie, Texas 75098

If to Artist, addressed at:
Erika McInay, Art and Music Coordinator
391 Country Club Road,
Wylie TX 75098

ARTICLE 11
MISCELLANEOUS

11.1 **Complete Agreement** – This Agreement, including the exhibits hereto labeled “A” through “B”, all of which are incorporated herein for all purposes, constitute the entire Agreement by and between the parties regarding the subject matter hereof and supersedes all prior and/or contemporaneous written and/or oral understandings. This Agreement may not be amended, supplemented and/or modified except by written agreement, duly executed by both parties. To the extent that any provision of this Agreement should conflict with the provisions of an exhibit, the provisions of this Agreement shall prevail. The following exhibits are attached and made part of this Agreement:

Exhibit “A”, Scope of Services.

Exhibit “B”, Compensation Schedule/ Project Billing/ Project Budget.

11.2 **Assignment and Subletting** – Artist agrees that neither this Agreement nor the work to be performed hereunder will be assigned or sublet without the prior written consent of the City, except for transportation, delivery and foundry services. Artist further agrees that the assignment or subletting of any portion or feature of the work or materials required in the performance of this Agreement shall not relieve Artist of its full obligations to the City as provided by this Agreement. All such approved work performed by assignment or subletting shall be billed through Artist, and there shall be no third-party billing.

11.3 **Successors and Assigns** – City and Artist(s), and their partners, assigns, successors, subcontractors, executors, officers, agents, employees, representatives, and administrators are hereby bound to the terms and conditions of this Agreement.

11.4 **Savings /Severability** – In the event that a term, condition or provision of this Agreement is determined to be invalid, illegal, void, unenforceable or unlawful by a court of competent jurisdiction, then that term condition or provision shall be deleted and the remainder of the Agreement shall remain in full force and effect as if such invalid, illegal, void, unenforceable or unlawful provision had never been contained in this Agreement.

11.5 **Venue** – This entire Agreement is performable in Collin County, Texas. This Agreement shall be construed under and in accordance with the laws of the State of Texas, without regard to Texas’ choice of law provisions. The exclusive venue for any action arising out of the parties’ performance under this Agreement shall be a court of appropriate jurisdiction in Collin County, Texas.

11.6 **Execution/Consideration** – This Agreement is executed by the parties hereto without coercion or duress for any substantial consideration, the sufficiency of which is forever confessed.

11.7 **Authority** – The individuals executing this Agreement on behalf of the respective parties

below represent to each other that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the party for whom the individual is signing this Agreement and that each affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date thereof.

11.8 **Waiver** – Waiver by either party of any breach of this Agreement, or the failure of either party to enforce any of the provisions of this Agreement, at any time, shall not in any way affect, limit or waive such party’s right thereafter to enforce and compel strict compliance.

Breach of Contract Claims Against Collin College. The dispute resolution process provided in subchapter I, Chapter 271, Texas Local Government Code shall be used to attempt to resolve any claim for breach of contract that cannot be resolved in the ordinary course of business.

11.9 **Headings** – The headings of the various sections of this Agreement are included solely for the convenience of reference and are not to be full or accurate descriptions of the content thereof.

11.10 **Multiple Counterparts** – This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. A facsimile signature will also be deemed to constitute an original if properly executed.

11.11 **Immunity** – The parties acknowledge and agree that, in executing and performing this Agreement, City has not waived nor shall be deemed hereby to have waived, any defense or immunity, including governmental, sovereign and official immunity, that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth herein.

11.12 **Representations** – Each signatory represents his Agreement has been read by the party for which this Agreement is executed and that such party has had the opportunity to confer with its counsel.

11.13 **Miscellaneous Drafting Provisions** – This Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply.

11.14 **No Third Party Beneficiaries** – Nothing in this Agreement shall be construed to create any right in any third party not a signatory to this Agreement, and the parties do not intend to create any third party beneficiaries by entering into this Agreement, except as expressly provided herein.

11.15 **Reference to Artist** – When referring to “Artist,” this Agreement shall refer to and be binding upon Artist, and his partners, employees, representatives, contractors, subcontractors, licensees, invitees, agents, successors, assignees (as authorized herein), vendors, grantees,

trustees, legal representatives and/or any other third parties for whom Artist is legally responsible.

11.16 **Reference to City** – When referring to “City,” this Agreement shall refer to and be binding upon City, its Council members, officers, agents, representatives, employees and/or any other authorized third parties for whom City is legally responsible.

11.17 **No Joint Enterprise** – The parties do not intend that this Agreement be construed as finding that the parties have formed a joint enterprise. The purposes for which each party has entered into this Agreement are separate and distinct. It is not the intent of either of the parties that a joint enterprise relationship is being entered into and the parties hereto specifically disclaim such relationship. This Agreement does not constitute a joint enterprise, as there are no common pecuniary interests, no common purpose and no equal right of control among the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement and caused this Agreement to be effective on the date set forth in the introductory clause of this Agreement.

CITY:

ARTIST:

City of Wylie, Texas
a home-rule municipality

Collin County Community College

By: _____
Brent Parker, City Manager

By: _____
Name: _____
Title: _____

**EXHIBIT “A”
SCOPE OF SERVICES**

Project Description

To fabricate and install the proposed designs located at (three 3) Signal Light Boxes located at the intersections of Brown and Country Club Road, Country Club Road and Collin Way, and Ballard and SH 78, Wylie, Texas 75098.

Public Art Projects, Artist shall perform the following tasks:

- A. The Artist shall fabricate and install the Artwork in substantial conformity with the approved designs. Any significant changes in the concept, as defined in Article 5.2, must be approved by the City. It is the responsibility of the Artist to coordinate with the City to ensure that the site is prepared to receive the Artwork. The Artist will be responsible for preparation of the site, including installation and fabrication.

- B. Upon completion of the permanent installation and clean-up of the site, the City Project Manager will inspect the work and give notice of acceptance, as provided in this Agreement. The Artist will complete the City’s maintenance worksheet and submit it to the City within ten (10) days of City’s final acceptance of the Artwork.

MAINTENANCE PROCEDURES

Materials and Care Information Sheet (to be filled out by the artist and submitted upon completion of the project prior to final payment.)

Artist: _____ Date: _____

Title of Work: _____

Media: _____

Specific materials used (Brand name and type of all materials, i.e. type of paper and fiber content, metal alloy, chemical composition of patina, etc.):

Specific techniques used in the fabrication of the Artwork. (Airbrush painting, lost wax casting, TIG welding, etc.):

Fabricator name and address (if other than Artist):

Installation materials and techniques (Attach as-built drawings as appropriate):

Recommended Maintenance procedures. (Be as specific as possible about techniques and materials):

Cautions regarding maintenance, handling, etc:

EXHIBIT "B"
COMPLETION SCHEDULE/PROJECT BILLING/PROJECT BUDGET

Completion Schedule and Project Billing

TASK	DESCRIPTION	PAYMENT	TIMELINE
1	Execution of Agreement.	\$0	11-14-2023
2	Artist begins work.	\$0	11-27-2023
3	Artist completes work at site.	\$0	12-1-2023
4	City inspection and approval-final signoff.	\$600	12-8-2023
TOTAL		\$600	