

CITY OF FORT LAUDERDALE
PURCHASE AGREEMENT

THIS IS AN AGREEMENT, entered into on this ____ day of _____, 2016,
by and between:

CITY OF FORT LAUDERDALE, a Municipal
Corporation of the State of Florida,
hereinafter referred to as "City,"

and

William Savarese, Inc. hereinafter
referred to as "Artist"

WHEREAS, The City of Fort Lauderdale is working to enhance the appearance
of the Stormwater Pump Station #2 structure at Las Olas Riverfront;

WHEREAS, City staff has selected an artist to paint murals depicting
tropical sceneries on the exterior walls of the building which would be visible
pedestrians and boaters passing through the area;

WHEREAS, the artist selected for this project is William Savarese of
William Savarese, Inc.;

NOW, THEREFORE, in consideration of the mutual promises and covenants
contained herein, and other good and valuable consideration, the receipt and
adequacy of which are acknowledged, the parties agree to the following terms
and conditions:

1. NAME OF ARTIST: William Savarese
2. NAME OF PROJECT OR EVENT: Mural Painting at Stormwater Pump Station #2
3. PLACE OF INSTALLATION: Stormwater Pump Station #2,
ADDRESS: 100 N. New River Drive East, Fort Lauderdale, FL 33301
4. DATE(S) OF INSTALLATION: TBD
5. HOURS OF INSTALLATION: TBD
- 6a. SET-UP / ROAD CLOSURE TIME: N/A
- 6b. Failure to report to the installation in accordance with this provision
shall constitute a default and may be grounds for City to terminate this
Agreement without compensation to Artist.
- 6c. The artist shall remain on site for the duration of the install.
7. City shall pay Artist \$500 upon City Commission's approval of contract
for Artist's sketch development.
- 7a. City shall pay Artist remaining \$28,500 after completion of project.

8. This Agreement contemplates that the Artist is to perform all duties as provided as Exhibit 1. The artist shall lead and manage the installation of the painted walls.
9. The Artist shall furnish all materials, set-up equipment, supplies and incidentals necessary for the installation.
9. Artist hereby agrees to indemnify and hold harmless the City, its officials, employees, and agents from any and all liability for any personal injury, loss or damage to equipment, and loss or damage to any property arising out of or in any way connected with this Agreement or out of any act or omission of Artist, its employees or agents.
10. City has the right to exercise its discretion and cancel Artist's installation by providing eighteen (18) hours' notice to the Artist. If the installation is cancelled due to the threat of rain or severe weather (i.e. thunderstorms, hurricanes, tornadoes, flooding, etc.), Acts of God, riots, strikes, epidemics and similar circumstances; the City shall set an alternate install date and the Artist will be required to meet all requirements outlined in the Agreement.
11. City has the authority to adjust, postpone, or cancel the Artist's installation as deemed necessary or appropriate by the City. If in the reasonable discretion of the City, Artist is not performing in a professional manner, the project may be canceled and this Agreement terminated upon verbal notice to Artist and up to fifty (50%) percent of the remaining financial obligation to the Artist may be deducted at the City's discretion. Further, City may terminate this Agreement if Artist is not prepared to perform in accordance with this Agreement, in which case Artist is not entitled to any compensation.
12. The City reserves the right to enlist the artist for any necessary paint repair within six (6) months of the installation at no additional cost to the City, in the City's sole discretion.
13. The City reserves the right to reproduce the Art concept for purposes including but not limited to use in promotional materials, advertisements, and promotion of the project and installation.
14. The artist is required to provide all electronic design files for each of the installed designs to the City upon completion of the project.
15. Artist shall submit W-9 forms upon execution of this Agreement. Social Security # or E.I.N. # must be on Artist's invoices and W-9 to ensure proper payment. This Agreement must be returned to the City's Procurement Division within five (5) days of receipt. All communications shall be mailed to the following address:

City of Fort Lauderdale
Procurement Division
Attn: AnnDebra Diaz
100 N. Andrews Avenue
Fort Lauderdale, FL 33301
16. Failure to abide by the terms and conditions of this agreement shall result in reductions to the contract payment as deemed appropriate by the City.

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

CITY

ATTEST:

CITY OF FORT LAUDERDALE, a municipal
corporation of the State of Florida.

JEFFREY A. MODARELLI
City Clerk

LEE R. FELDMAN, City Manager

(SEAL)

Approved as to form:

COLE J. COPERTINO
Assistant City Attorney

ARTIST

WITNESSES

WILLIAM SAVARESE, INC., a Florida corporation.

By _____
WILLIAM SAVARESE, President

Print Name

Print Name

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this _____ day of _____, 2016 by WILLIAM SAVARASE as President of William Savarese, Inc., a Florida corporation who is: ☐ personally known to me or ☐ has produced _____ as identification.

(NOTARY SEAL)

Notary Public, State of Florida
(Signature of Notary taking Acknowledgment)

Name of Notary Typed, Printed or Stamped

My Commission Expires:

Commission Number _____

EXHIBIT 1

WILLIAM SAVARESE, inc.

INVOICE

City of Ft. Lauderdale
Public Works Admin.
949 NW 38 Street
Ft Lauderdale, FL 33309
Attn.: **Marie Pierce**

Date: 3/8/2016

Storm Station #2 Murals

Scope of work:

Develop sketches for mural (due now).....**500.00**
R/A #PBS1603268

Paint mural in acrylic paints on **north face** of Storm Station.
Pricing is based on complexity (time to paint) of design.
Price.....**9,500.00**

The **east face** is probably the second most visible wall.
Price.....**6,000.00**

For all the boating traffic the **south face** would be viewed
from a greater distance (less detail).
Price.....**8,000.00**

The **west face** is broken up, but 2 very nice areas to paint.
Price.....**5,000.00**

Total.....\$29,000.00

Price is based on design complexity, which dictates the amount of time spent. I have priced based on an average amount of detail. Although not stated, these prices would include all materials, all murals receiving a clear gel coat and Varnish coating, insurances, lifts, etc.

\$500 is due upon receipt of this invoice.

Sincerely,

William Savarese

761 NE 8th Street, Pompano Beach, Florida 33060 tel.(954) 562-3659
license #2750001966 and insured. Broward County Vendor # VS0000011827
email; billsavarese@yahoo.com , website; www.muralsbybill.com

CAM #16-0084
EXHIBIT 7
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