
CITY OF ROCKVILLE, MARYLAND
Public Art Contract at David Scull Park

This **CITY OF ROCKVILLE PUBLIC ART CONTRACT** (“**Contract**”) is made this ___ day of _____ 202__ (the “**Effective Date**”), by and between **THE MAYOR AND COUNCIL OF ROCKVILLE**, acting through its City Manager (the “**Mayor and Council**” or the “**City**”), and Chris J. Rench f/s/o **CJRDESIGNS** (the “**Artist**”). Individually, the Mayor and Council and the Artist may each be referred to as the “**Party**,” or collectively as the “**Parties**.”

RECITALS

- A. WHEREAS**, the Mayor and Council is a municipal corporation duly organized and existing under the laws of the State of Maryland with the power to carry on its business as it is now being conducted under the laws of the State of Maryland and the Rockville City Charter; and
- B. WHEREAS**, the Artist is an individual registered in the State of Maryland as Chris J. Rench with a principal studio in Hood River, Oregon as CJRDesign and with a background, knowledge, experience and expertise to perform the obligations set forth in this Public Art Contract; and
- C. WHEREAS**, the Mayor and Council wishes to commission public art for public display consistent with Rockville Code chapter 4 that will provide a community gateway between the City’s Southlawn industrial area and adjacent residential neighborhoods with David Scull Park situated at 1133 First Street in Rockville (hereafter “**Park**”), with the public art as the featured entrance point (“**Artwork**”); and
- D. WHEREAS**, notwithstanding the acquisition of public art is exempt from competitive procurement pursuant to Rockville Code §17-87(a)(12), the City issued a request for qualifications with a deadline dated November 7, 2025 (“**Public Art Solicitation**”) and received one hundred and nine applications. The Art Selection Committee at its February 24, 2026 meeting recommended the Artist’s application (“**Artist Bid**”) to the full Cultural Arts Commission; and the Commission at its March 11, 2026 meeting recommended the Artist’s application to the Mayor and Council; and
- E. WHEREAS**, on March 23, 2026, in accordance with Article IV of the Rockville Code, the Mayor and Council awarded this Contract to the Artist to deliver the Artwork and other requirements as identified in the Contract Documents pursuant to the following terms and conditions, and authorized the City Manager to execute this Contract on its behalf, subject to approval as to legal form by the City Attorney.

End of Recitals



NOW, THEREFORE, in consideration of the mutual promises contained herein, and other good and valuable consideration, the sufficiency of which are hereby acknowledged, the Mayor and Council and Artist agree as follows:

SECTION 1. PRELIMINARY PROVISIONS

1.1 Incorporation by Reference

All of the Public Art Solicitation and Artist Bid (collectively, the “**Bid Documents**”), the recitals, and exhibits attached are substantive parts of this Contract and are hereby incorporated by reference as though fully restated.

1.2 Contract Documents

Contract Documents consist of the following documents, which are on file with the City Manager’s Arts and Culture Department and are hereby incorporated into this Contract as though fully restated by reference:

1. City of Rockville – Notice to Proceed
2. Public Art Contract
3. City of Rockville Public Art Solicitation, deadline November 7, 2025
4. Artist Bid
5. Artist’s Proof of Insurance.

1.2.1 **Order of Precedence.** For purposes of resolving inconsistencies between and among the provisions of this Contract the Contract Documents will have the order of precedence set forth above. If a claimed inconsistency cannot be resolved through the order of precedence, the City Manager shall have the sole power to decide which document or provision shall govern as may be in the best interests of the City.

1.3 Interpretation

This Contract shall be interpreted as follows:

- 1.3.1 Capitalized terms shall have the meanings set forth in this Contract .
- 1.3.2 Definitions are to be applicable equally to the singular and the plural forms of such terms and to all genders.
- 1.3.3 The titles and headings of the sections of this Contract have been inserted for convenience of reference only and shall not be construed to limit or extend the meaning of this Contract.
- 1.3.4 Terms shall be construed in accordance with the meaning of the language used and shall not be construed for or against any Party by reason of the authorship of this Contract or any other rule of construction which might otherwise apply.



ARTICLE 2: WORK TO BE PERFORMED: SCOPE, TERM, SCHEDULE OF PERFORMANCE

2.1 Scope of Work

The Artist shall provide to the City the Artwork described in the Bid Documents retained on file with the City Manager's Office and described and depicted at the attached **Exhibit A**, are incorporated by reference herein.

- 2.1.1 The Artist shall provide all labor, materials, equipment, services, permits, fees, licenses, taxes, and all things necessary for the Artist to design, fabricate, and install the Artwork to the City in accordance with recognized standards and codes of the applicable industry or profession, and the terms, conditions, technical specification of the Public Art Solicitation, and applicable codes in a timely, diligent and professional manner. ("**Artist Services**"). The parties agree the work product that is the result of Artist Services has been specially ordered and commissioned by the City and is eligible to be treated as a work for hire under the US Copyright Act.
- 2.2.2 In the event of any inconsistency between the terms and conditions of the Artist's Bid and this Contract, the terms and conditions of this Contract shall govern.

2.2 Term

The term of this Contract shall begin on the Effective Date and shall be completed on or before December 31, 2027 ("**Contract Time**").

2.3 Schedule of Performance

Time is of the essence in the performance of the Artist Services under this Contract.

- 2.3.1 Artist shall complete the tasks required to accomplish the Artist Services within the Contract Time and in accordance with the milestones indicated on the attached **Exhibit B**. Any Artist Services for which times for performance are not specified shall be completed in a reasonably prompt and timely manner.
- 2.3.2 Coordination of work and communication of Artist Services progress shall be in accordance with the terms of this Contract.
- 2.3.3 Tasks requiring presence on City property and in coordination with City representatives shall be scheduled in consideration of City working days as follows: any calendar day other than Saturday, Sunday, or the following holidays as observed by the City of Rockville: New Year's Day, Martin Luther King's Birthday, President's Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Thanksgiving Friday, Christmas Day, and all days of general and congressional elections throughout the State of Maryland.



ARTICLE 3 - COMPENSATION

3.1 Contract Sum

Compensation to be paid to Artist for performing Artist Services and delivering the Artwork shall be in accordance with the lump sum compensation structure with progress payments detailed in the attached **Exhibit C**.

- 3.1.1 The maximum total compensation shall not exceed Two Hundred Thousand Dollars, \$200,000.00 (“**Contract Sum**”).
- 3.1.2 Artist pricing to the City shall incorporate all non-labor costs associated with administration; materials shall be delivered FOB the point or points specified prior to or on the date specified in the proposal.
- 3.1.3 Any Artist Services performed or expenses incurred for which payment would result in a total exceeding the maximum compensation identified herein shall be at no cost to the City. The Artist agrees to complete all Artist Services and provide all Artwork, including reimbursable expenses, transportation or travel costs within this amount which include any additional services.

3.2 Tax exempt

The City is exempt from sales and use taxes. The Artist shall exclude such taxes from all forms of requests for payment issued to the City; the City shall not be liable for or pay or reimburse the Artist for any such taxes.

3.3 Applications for Payment

The Artist shall submit to the Contract Administrator identified herein an invoice (“**Application for Payment**”) at the payment milestones for all work performed, tasks and deliverables completed, and expenses incurred, to be presented in categories for labor, materials, equipment, supplies and subcontracts. The Application for Payment must be accompanied by supporting data and documents.

All applications for payment shall be forwarded to the following address (email preferred):

Anne O’Dell, Arts and Culture Department Manager
111 Maryland Avenue
Rockville, MD 20851
Telephone 240-314-8101
Email: aodell@rockvillemd.gov

3.4 Method and Manner of Payment

Upon receipt, the Contract Administrator will independently review the Applications for Payment submitted by the Artist to determine whether the Artist Services performed and expenses incurred comply with the provisions of the Contract Documents.

- 3.4.1 Timing: Except as to any charges for Artist Services performed or expenses incurred by the Artist which are disputed by the City, the City will use its best efforts to cause the Artist to be paid within thirty (30) days of receipt the Artist’s correct and undisputed Application for Payment. In the event any charges or expenses are disputed by the City, the original Application for Payment shall be returned by the City to the Artist for correction and resubmission.



3.4.2 Electronic Payment Option: The City’s Vendor ACH Payment Department allows payments to be deposited directly into a designated financial institution account. Funds will be deposited into the account identified automatically and on time. There is no additional cost to participate. All transactions are conducted in a secure environment.

3.5 Final Payment

Final payment is the last payment made in the completion of the Contract, made after all Contract services, goods, and conditions outlined have been fully delivered or completed and accepted by the City (“**Final Payment**”).

3.6 Payment to Subcontractor

The Artist shall promptly pay each authorized Subcontractor and supplier for work completed upon receipt of payment from the City the amount to which said Subcontractor is entitled.

3.6.1 The Artist shall, by an appropriate agreement with each Subcontractor, require each Subcontractor to make prompt payments to his Subcontractors in a similar manner.

3.6.2 The City shall be under no obligation to pay or to see to the payment of any moneys to any Subcontractor except as may otherwise be required by law.

3.6.3 If any Subcontractor refuses to furnish a release or waiver of liens required by the City, the Artist may furnish a bond satisfactory to the City to indemnify him against any such lien. If any such lien remains unsatisfied after all payments are made, the Artist shall refund to the City all moneys that the latter may be compelled to pay in discharging such lien, including all costs and reasonable attorney fees.

3.7 Delivery of Warranties and Documents

The Artist shall furnish and deliver to the Contract Administrator required by this Contract before final payment is made.

- (i) All warranties.
- (ii) Diagrams of support systems and maintenance instructions including appropriate materials for cleaning.
- (iii) Simultaneous with Final Payment, transfer of title.
- (iv) Current contact information, and must remain updated throughout the warranty period.

3.8 Release of Claims

Acceptance by the Artist of Final Payment shall operate as a release to the Mayor and Council and every officer and agent thereof, from all claims and liabilities to the Artist for anything done or furnished or relating to the work under the Contract Documents.

3.9 Waiver

Payment to the Artist for Artist Services performed and expenses incurred pursuant to this Contract shall not be deemed to waive defects in the Artwork and/or Artist Services performed.

3.10 Errors and Omissions



The Artist is solely responsible for costs, including, but not limited to, increases in the cost of performing the Artist Services arising from or caused by the Artist's errors and omissions, as applicable, including, but not limited to, the costs of corrections of such errors and omissions, any change order markup costs, or costs arising from delay caused by the errors and omissions or unreasonable delay in correcting the errors and omissions.

- 3.10.1 The Artist acknowledges that prior to executing this Contract, the Artist has reviewed the Contract Documents and notified the City of any errors, omissions, or discrepancies in the Contract Documents of which it was aware. Artist shall not make or be entitled to any claim for any adjustment to the Contract Time or the Contract Sum for errors or omissions that Artist discovered or, in the exercise of the industry standard of care should reasonably have been discovered and did not bring to the attention of the City in a timely manner.
- 3.10.2 No request by the Artist for an equitable adjustment to the Contract for differing site conditions shall be allowed if made after Final Payment under this Contract.

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ARTICLE 4 - COORDINATION OF WORK

4.1 Contract Administrator

The City will designate personnel responsible for contract and project administration (“**Contract Administrator**”). The Artist shall deliver the Artwork to the City under the direction of the following designated representatives of the Contract Administrator:

Ann O’Dell, Arts and Culture Department Manager; Cultural Arts Commission Staff Liaison
111 Maryland Avenue, Rockville, MD 20850
(240)314-8101
aodell@rockvillemd.gov

- 4.1.1 The Artist must ensure that the Contract Administrator is kept informed on the progress of the Artist Services related to the provision of the Artwork.
- 4.1.2 The Artist shall refer any decisions which must be made by the City to the Contract Administrator.
- 4.1.3 The City Manager or his designee may modify the foregoing list of Contract Administrators by notifying the Artist of such modification in writing.

4.2 Representative of Artist

The following key personnel of the Artist (the “**Key Personnel**”) are hereby designated as being the principals and representatives of the Artist, authorized to act on its behalf with respect to the provision of the Artist Services and the Artwork and make all decisions in connection therewith.

Chris J. Rench, Owner

- 4.2.1 The Artist acknowledges that the experience, knowledge, capability and reputation of the foregoing personnel were a substantial inducement for the City to enter into this Contract. Therefore, the foregoing Key Personnel shall be responsible during the Term of this Contract for directing all activities of the Artist and devoting sufficient time to personally supervise the work hereunder. All personnel of the Artist, and any authorized agents and Subcontractors, shall at all times be under the exclusive direction and control of the Key Personnel.
- 4.2.2 For purposes of this Contract, the foregoing Key Personnel may not be replaced, nor may their responsibilities be substantially reduced by the Artist without the express written approval of the Contract Administrator.
- 4.2.3 The Artist shall make every reasonable effort to maintain the stability and continuity of the Artist’s staff and Subcontractors, if any, assigned to perform the Artist Services related to the Artwork.

4.3 Notice to Proceed

The Artist must not commence work under this Contract until all conditions for commencement are met, including execution of the Contract by both parties, compliance with insurance requirements, encumbrance of funds, receipt of an Artist photograph and biography, and issuance of a notice to proceed (“**Notice to Proceed**”).

- 4.3.1 Work Outside the Scope: Any work performed outside the scope of an authorized written Notice to Proceed is at Artist’s risk and faces the probability of delayed or denied payment.



4.3.2 Work Contrary to Terms: Any agreements or stipulations that are contrary to the terms of this Contract shall be void unless the Parties have expressly agreed in writing that such agreement shall supersede the terms of this Contract.

4.4 **Conduct of Work**

4.4.1 Utilities. Artist shall be responsible for notifying all concerned utility agencies, including, without limitation, gas, sanitary services, cable, roads, etc.

4.4.2 Duty to inspect: Artist warrants that it has reviewed the drawings, specifications and other Contract Documents. Artist further warrants that it has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder including but not restricted to those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, electric power, roads and uncertainties of weather, river stages, tides or similar physical conditions at the site, the conformation and conditions of the ground, the character of equipment and facilities needed preliminary to and during prosecution of the work. The Artist further acknowledges that the Artist has satisfied itself as to the character, quality and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by the City as well as from information presented by the drawings and specifications made a part of this Contract.

4.4.3 Transportation. The Artist agrees to transport to and from the work site all equipment, materials, and/or items needed for the installation of the Artwork in coordination with the Contract Administrator.

4.4.4 Set-up. The Artist is responsible for setup and takedown of all equipment, items, and materials.

4.4.5 Delivery. Artist must ensure the site is ready for delivery, and that delivery and installation are performed by licensed, bonded and insured employees, agents or Subcontractors of Artist. The City shall not be responsible for de-mobilization or re-mobilization costs.

4.4.6 Risk of loss. The Artist shall take all reasonable precautions to avoid any loss or damage to the property of the Artist and the City in connection with the Artist's Services and Artwork. The Artist shall be responsible for securing and safekeeping all of the Artist's equipment at all times.

4.4.7 Clean-up. Artist shall provide Artist Services in a safe, neat and presentable manner throughout performing the Artist Services and in consideration of the work area as a public Park. Upon final completion of Artist Services and before accepting Final Payment the Artist shall clean and remove from the street, footways, lawns, and adjacent property, all surplus and discarded materials, rubbish and temporary structures, and restore in an acceptable manner all property. If the Artist fails to clean up the City may do so and the cost thereof shall be charged to the Artist.

4.5 **Work Progress**

Artist shall proceed expeditiously with adequate forces and shall deliver the Artwork within the Contract Time ("**Final Completion**"). Work and records are subject to review during performance, at requests for payment, and for acceptance related to Final Payment.

4.6 **Delay**

If the Artist is delayed in the Artist Services and delivery of the Artwork by any act of neglect of the City, or by any changes, strikes, lockouts, fires, unusual delays in transportation or delay authorized by the City, the City shall review



the cause of such delay and shall make an extension of time in writing if warranted. All claims for extensions must be made by written notice sent to the Contract Administrator within ten (10) calendar days after the date when the alleged cause for the extension of time occurred.

4.6.1 **Writing required:** All such claims shall state specifically the amount of time of the delay the Artist believes to have suffered. If the Contract Administrator does not receive such written notice within the prescribed time, the claim for extension of time shall be forfeited and invalidated. No extension of time shall be deemed granted by the passage of time.

4.6.2 **Waiver of claim of damages for delay:** By executing this Contract, the Artist expressly waives any claim for extra monetary compensation for delays, whether ordered by the City or not, caused by delays in funding, governmental approvals, private or public companies' actions, inclement weather, site conditions, or from any cause whatsoever.

4.7 **Modification of Scope of Services**

The Artist shall immediately advise the Contract Administrator in writing of any proposed change to the Artist Services and Artwork including without limitation schedule of performance. Artist shall obtain the written consent of the City Manager or his designee to the proposed change prior to implementing any changes and is subject to the City's written approval to proceed. In no event shall the City's consent be construed to relieve the Artist from its duty to provide all Artist Services and install the Artwork in accordance with applicable law and industry standards.

4.8 **Additional Work**

Subject to the approval requirements set forth in § 17-40 of the Rockville Code, the City shall have the right to request, at any time during the performance of the Artist Services, that the Artist provide additional services beyond those described in Section 2 (the "**Additional Work**"). Before the Artist commences the Additional Work, the Parties must agree upon a fee in writing for the Additional Work, including reasonably related expenses, and must agree to any adjustments in writing to the "**Schedule of Performance.**" It is expressly understood by the Artist that the provisions of this subsection shall not apply to the Artist Services specifically set forth in Section 2, Scope of Work, or reasonably contemplated therein.

4.9 **Force Majeure**

The time period(s) specified in the Schedule of Performance for work related to the provision of the Artist Services shall be extended for delays due to unforeseeable causes beyond the control and without the fault or negligence of the Artist, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, and wars, provided the Artist, within five (5) days of the commencement of such delay, notifies the Contract Administrator in writing of the causes of the delay.

4.9.1 The Contract Administrator shall ascertain the facts and the extent of delay and extend the time for performing the work related to the provision of the Artist Services for the period of the enforced delay when and if in the judgment of the Contract Administrator such delay is justified.

4.9.2 The Contract Administrator's determination shall be final and conclusive.

4.9.3 In no event shall the Artist be entitled to recover damages against the City for any delay in the performance of this Contract, however caused, the Artist's sole remedy being extension of the Contract pursuant to this Section.



4.10 **Review and Final Acceptance**

The Contract Administrator shall review and accept or reject any of the Artist Services under this Contract, either during performance or when completed. Review at Final Completion shall be in writing within thirty (30) days after the Artwork is submitted to the Contract Administrator for final review.

- 4.10.1 The Contract Administrator's acceptance shall be conclusive as to such work related to the provision of the Artist Services including installation of the Artwork, except with respect to latent defects, fraud and such gross mistakes as amount to fraud.
- 4.10.2 Acceptance of any work by the Contract Administrator shall not constitute a waiver of any of the provisions of this Contract including, but not limited to, Article 7, pertaining to indemnification and insurance, respectively.

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ARTICLE 5 - ARTIST REQUIREMENTS AND CONTINUING OBLIGATIONS

As a material inducement to the Mayor and Council's entry into this Contract, the Artist hereby:

- (i) makes the following representations and warranties and confirms the representations and warranties made regarding its financial condition and Artist Bid, and
- (ii) covenants that until the expiration or earlier termination of this Contract, upon learning of any fact or condition which would cause any of the warranties and representations in this Contract not to be true, the Artist shall promptly give written notice of such fact or condition to the City Manager or his authorized designee,
- (iii) acknowledges that the Mayor and Council shall rely upon the Artist's representations made herein notwithstanding any investigation made by or on behalf of the Mayor and Council, and
- (iv) agrees that such representations and warranties shall survive until the expiration or termination of this Contract.

5.1 Qualifications

5.1.1 Permits and insurance

The Artist covenants that it, its employees, agents and Subcontractors, if any, have and shall maintain or obtain at its sole cost and expense during the Term of this Contract all licenses, qualifications, insurance and approvals of whatever nature that are required by law to perform work related to the provision of the Artist Services and are capable of performing the type, scope and complexity of work to provide the full scope of Artist Services to prevailing professional standards.

The Artist shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Artist's performance of the services required by this Contract, and shall indemnify, defend and hold harmless the City, its officers, employees or agents of the City, against any such fees, assessments, taxes, penalties or interest levied, assessed or imposed against the City hereunder.

5.1.2 Qualified for Type, Scope and Complexity of Work

The Artist, its employees, agents and Subcontractors, if any, possess the necessary professional expertise, qualifications and capabilities, and all required licenses and certifications to perform and provide the Scope of Services.

5.1.2.1 By executing this Contract, the Artist warrants that it (i) has thoroughly investigated and considered the scope of Artist Services to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties and restrictions attending performance of the Artist Services and installation of the Artwork under this Contract, including subsurface conditions and the proximity of adjacent features prior to installation, and will promptly inform the Contract Administration with any concerns.

5.1.2.2 Any failure by the Artist to acquaint itself with the available information may not relieve the Artist from responsibility for estimating properly the difficulty or cost of successfully performing the work. The City assumes no responsibility for any conclusions or interpretations made by the Artist on the basis of the information made available by the City.



5.2 Certifications

The Artist makes or confirms the following covenants and certification upon which Mayor and Council rely.

5.2.1 Original Work

The Artist certifies that the Artwork designed for the City under this Contract is a unique or original Artwork of the Artist's creative efforts; that it is an edition of one, unless otherwise stated; and that it has not been nor will it be for sale or installed elsewhere.

5.2.2 Free From Conflict of Interest

The Artist covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of the City or which would in any way hinder the Artist's performance of work related to the provision of the Scope of Services including installation of the Artwork.

5.2.2.1 The Artist certifies that it has fully disclosed to the City any and all practices and or contracts of whatever nature or duration that could give rise to even the appearance of a conflict of interest with the parties or subject matter of this contract and will continue to do so during the term of this Contract and any renewals or extensions.

5.2.2.2 The Artist covenants that in the performance of work related to the provision of the Artist Services, no person having any such interest shall be employed by it as an officer, employee, agent or Subcontractor without the express written consent of the City Manager. The Artist agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of the City in the performance of this Contract.

5.2.2.3 The Artist covenants that, in the performance of this Contract, it will not employ Subcontractors or other persons or parties having such an interest. The Artist certifies that no person who has or will have any financial interest under this Contract is a member, officer or employee of the City; this provision will be interpreted in accordance with the applicable provisions of the Rockville City Code, as amended from time to time. The Artist agrees to notify the City Manager or designee if any conflict arises.

5.2.3 Free From Improper Practices

5.2.3.1 The Artist certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing this Contract pursuant to Maryland law.

5.2.3.2 The Artist covenants it has not agreed to pay any person or entity a fee or any other consideration contingent on the making this Contract.

5.2.4 Financial and elections disclosures

The Artist affirms they are aware of and will comply with the provisions of Sections 14-101 to 14-108 of the Election Law of the Annotated Code of Maryland, that a person making or having a single contract with a single governmental entity involving cumulative consideration of at least \$200,000 shall file an initial statement, and semi-annual statements as applicable, with the State Board of Election disclosing applicable contributions of \$500 or more, or the lack thereof.

5.3 Authorized to Conduct Business in Maryland and Enter this Contract



- 5.3.1 The Artist is duly organized, validly existing and in good standing under the laws of the state in which it is organized and is duly qualified to conduct business in the State of Maryland, including registration in good standing with the Maryland Department of Assessments and Taxation.
- 5.3.2 The Artist represents and warrants it has full power and authority to execute and deliver the Contract Documents, and all other documents or instruments executed and delivered, or to be executed and delivered, pursuant to this Contract, and to perform and observe the terms and provisions of all of the above.
- 5.3.3 The Artist represents and warrants that this Contract, the other Contract Documents, and all other documents or instruments executed and delivered or to be executed and delivered pursuant to this Contract have been (to the extent scheduled to be delivered as of the date hereof) or will be (to the extent scheduled to be delivered subsequent to the date hereof) executed and delivered by persons who are duly authorized to execute and deliver the same for and on behalf of the Artist, and all actions required under the Artist's organizational documents and applicable governing law for the authorization, execution, delivery and performance of this Contract and the other Contract Documents and all other documents or instruments executed and delivered, or to be executed and delivered, pursuant to this Contract, have been or will be duly taken prior to delivery of each document or instrument and constitute, legal, valid and binding obligations of the Artist enforceable against it in accordance with their respective terms.

5.4 **No Breach of Law or Contract**

Artist covenants that to the Artist's knowledge, neither the execution nor delivery of this Contract or any other documents or instruments executed and delivered, or to be executed or delivered, pursuant to this Contract, nor the performance of any provision, condition, covenant or other term hereof or thereof, will conflict with or result in a breach of any statute, rule or regulation, or any judgment, decree or order of any court, board, commission or agency whatsoever binding on the Artist, or any provision of the organizational documents of the Artist, or will materially conflict with or constitute a material breach of or a material Default under any agreement to which the Artist is a party, or will result in the creation or imposition of any lien upon assets or property of the Artist, other than liens established pursuant hereto.

- 5.4.1 No Pending Litigation, Etc. Neither Artist nor any principal (or beneficiary) of Artist is subject to any pending, threatened or current litigation, merger or acquisition, corporate or other restructuring or financial oversight.
- 5.4.2 No Bankruptcy, Insolvency. Neither Artist nor any of Artist's principals (or beneficiaries) is currently subject to any voluntary or involuntary bankruptcy or other insolvency, reorganization, bankruptcy, receivership or other similar proceeding, Artist has no knowledge of any of the same pending or being imminent, none of such parties have been subject to any of the same at any time during the 10 year period immediately preceding the Effective Date, and Artist has not made an assignment for the benefit of its creditor.
- 5.4.3 No Violation of Order, Etc. Artist is not in violation of any order, decree or judgment arising out of, connected with or otherwise related to the design, services, operation or management of any facility, building, Artwork or system.
- 5.4.4 Intellectual Property. Artist covenants that it possesses all legal permission to use the materials, supplies, equipment or services involved with this Contract and agrees to indemnify and save harmless the City, its officers, agents and employees with respect to any claim, action, cost or judgment for patent infringement, or trademark or copyright violation arising out of purchase or use of materials, supplies, equipment or services covered by this Contract.

5.5 **Covenants and Obligations of Performance**



Artist must perform and shall deliver the Artist Services in accordance with the terms and conditions herein, including the parameters in the Public Art Solicitation and other Contract Documents.

5.5.1 Standard of Care

The Artist covenants that it will use the applicable standard of professional care for the scope, type and complexity needed to provide the Artist Services and assures all materials will be of good quality and fit for the purpose intended.

5.5.2 Defective Materials

Any material that is defective or fails to meet the terms of the Solicitation shall be rejected.

5.5.2.1 Rejected materials shall be promptly replaced. The City reserves the right to purchase replacement materials in the open market. Artists failing to promptly replace materials lawfully rejected shall be liable for any excess price paid for the replacement, plus applicable expenses, if any.

5.5.3 Legal compliance

The Artist covenants that it shall keep itself informed concerning and shall render all Artist Services hereunder in accordance with all codes, ordinances, resolutions, rules, and regulations of the City and any applicable Federal, State or local governmental entity having jurisdiction in effect at the time Services are rendered including, without limitation, the following:

5.5.3.1 **ADA:** The Americans with Disabilities Act of 1990, Title II (“ADA”), requires City Departments, services and other activities provided by a public entity to the public, whether directly or through a Artist or Subcontractor, to be accessible to the disabled public, and at Titles I, III and V incorporates requirements for accessibility and specific prohibitions of discrimination on the basis of disability. The Artist must comply with ADA regulations as they apply to public art and shall cooperate with City requests related to making the Artwork available to people with disabilities. Key ADA considerations for public art include protruding objects, circulation paths, signage, sensory tactile elements and digital access.

5.5.3.2 **Nondiscrimination:** Artist will not discriminate against any employee or applicant for employment because of age (in accordance with applicable law), sex, race, ancestry, color, religion, sexual orientation, gender identity or expression, physical or mental handicap, marital status, or political expression.

5.5.3.2.1 Artist will take affirmative measures to ensure that applicants are employed, and the employees are treated fairly and equally during employment regarding the above. Such measures shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment, layoff or termination, rates of pay or other form of compensation; and selection for training, including apprenticeship. Artist agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

5.5.3.2.2 If Artist fails to comply with nondiscrimination clauses of this Contract or fails to include such contract provisions in all subcontracts, this Contract may be declared void AB INITIO, cancelled, terminated or suspended in whole or in part and Artist may be declared ineligible for further contracts with the Mayor and Council. Any employee, applicant for employment, or prospective employee with information concerning any breach of these requirements may communicate such information to the City Manager who shall commence a prompt investigation of the alleged violation. Pursuant to such investigation, the Artist will permit access to Artist’s books, records,



and accounts. If the City Manager concludes that the Artist has failed to comply with nondiscrimination clauses, the remedies set out above may be invoked.

5.6 Documents and Release of Information

5.6.1 Ownership of Documents

All finished or unfinished Artwork or work product including any and all deliverables, including but not limited to reports, drawings, specifications, maps, designs, photographs, studies, surveys, data including artificial intelligence inputs and outputs, notes, electronic files and documents, records, documents and other materials (the “**Documents and Materials**”) prepared by the Artist, its employees, agents and Subcontractors in the performance of this Contract shall be the property of the City.

- 5.6.1.1 All Documents and Materials shall be delivered to the City upon request of the Contract Administrator or upon the termination of this Contract.
- 5.6.1.2 Artist shall have no claim for further employment or additional compensation as a result of the exercise by the City of its full rights of ownership use, reuse, or assignment of the Documents and Materials hereunder. The Artist shall not use, willingly allow, or cause the Documents and Materials to be used for any purpose other than performance of the Artist’s obligations under this Contract.
- 5.6.1.3 The City remains at all times the owner of all of the City’s information.

5.6.2 Records

The Artist shall keep, and require Subcontractors to keep, such ledgers books of accounts, invoices, vouchers, canceled checks, records, reports, studies, documents or other information relating to the disbursements charged to City and services performed hereunder (the “**Books and Records**”), as shall be necessary to perform the work related to the provision of the Artist Services required by this Contract and enable the Contract Administrator to evaluate the performance of the Artist Services.

- 5.6.2.1 Any and all such documents shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The City Manager and his designee shall have full and free access to such Books and Records at all times during normal business hours of the City of Rockville, including the right to inspect, copy, audit and make records and transcripts from such records.
- 5.6.2.2 Such records shall be maintained for a period of three (3) years following completion of the Artist Services hereunder, and the City shall have access to such records in the event any audit is required. In the event of dissolution of the Artist’s business, custody of the Books and Records may be given to City, and access shall be provided by the Artist’s successor in interest.

5.7 Reports

The Artist shall periodically prepare and submit to the Contract Administrator such reports concerning the performance related to the provision of the Artist Services as the Contract Administrator shall require.

5.8 Warranties

The Artist warrants and guarantees the Artwork shall be free from all defects of any kind and nature in material, workmanship, fabrication and installation.



- 5.8.1 The Artist shall provide the necessary materials and labor for and shall bear any expenses in connection with repair of such defects of which the Artist is given written notice by the City within five years from the date of the City's final acceptance of the Artwork.
- 5.8.2 The Artist will not be responsible for damage resulting from fire, vandalism, actions of the City to make repairs inconsistent with Artist instructions, or acts of God.
- 5.8.3 Should repairs be needed due to design, engineering, or fabrication deficiency or other defect relating to the quality of work within the first five years of the piece being installed, the Artist will compensate the City for the cost of the repairs.
- 5.8.4 All warranties accrue from the date of Final Completion.

5.9 Right to Audit

The City retains the right to review and audit, and the reasonable right of access to the Artist's and any Subcontractor's premises, to review and audit the Artist's or Subcontractor's compliance with the provisions of this Contract (the "City's Audit Right"). The City's Audit Right includes the right to inspect, photocopy, and retain copies of the Books and Records, outside of the Artist 's premises if deemed necessary by the City in its sole discretion. The City shall keep these Books and Records confidential to the extent permitted by law.

- 5.9.1 The City's Audit Right includes the right to examine the Books and Records of procedures and practices that the City determines are necessary to discover and verify that the Artist or Subcontractor is in compliance with all requirements under this Contract.
- 5.9.2 If there is a claim for additional compensation or for Additional Work, the City's Audit Right includes the right to Books and Records that the City determines are necessary to discover and verify all direct and indirect costs, of whatever nature, which are claimed to have been incurred, or anticipated to be incurred.
- 5.9.3 The Artist and all Subcontractors shall maintain complete and accurate Books and Records in accordance with generally accepted accounting practices. The Artist and Subcontractors shall make available to the City for review and audit all Books and Records relating to the Artist Services. Upon the City's request, the Artist and Subcontractors shall submit exact duplicates of originals of all requested records to the City.
- 5.9.4 The Artist shall include the City's Audit Right as described in this Section in any and all of their subcontracts and shall ensure that these sections are binding upon all Subcontractors.
- 5.9.5 The Artist shall be responsible for repayment of any and all applicable audit exceptions, including any City expenses related thereto, which the City, State or Federal auditors or their designated representatives may identify and are material and adverse to the City as to create an audit disallowance.

5.10 Confidentiality

All information gained or work product produced by the Artist in performance of this Contract shall be considered confidential, unless such information is in the public domain or already known to the Artist.

- 5.10.1 The Artist shall not release or disclose any such information or work product to persons or entities other than the City without prior written authorization from the Contract Administrator. The Artist will not make use thereof other than for the performance of these contractual obligations and will only release it to employees requiring such information.



- 5.10.2 If the Artist requires access to the City's electronic information resources and/or its electronic data assets, the Artist must adhere to all requirements of Maryland data privacy and security laws and the terms and conditions of the City's Artist/Vendor on-site and remote access confidentiality agreement, which can be viewed at: <http://www.rockvillemd.gov/documentcenter/view/74>. Artist must obtain the City's consent for any secondary use of data or input of City data into public AI-tools, requires the Artist to implement and maintain appropriate security measures to safeguard City data, Inputs, and Output from unauthorized access or use; and will notify City if it becomes aware of any unauthorized third-party access to City data.
- 5.10.3 The Artist, its officers, employees, agents or Subcontractors, shall not, without prior written authorization from the Contract Administrator or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the Artist Services performed under this Contract. Response to a subpoena or court order shall not be considered "voluntary" provided the Artist gives City notice of such court order or subpoena.
- 5.10.4 If the Artist, or any officer, employee, agent or Subcontractor of the Artist, provides any information or work product in violation of this Contract, then the City shall have the right to reimbursement and indemnity from the Artist for any damages, costs and fees, including attorneys' fees, caused by or incurred as a result of the Artist's conduct.
- 5.10.5 The Artist shall promptly notify the City should the Artist, its officers, employees, agents or Subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Contract and the Artist Services performed there under. The City retains the right, but has no obligation, to represent the Artist or be present at any deposition, hearing or similar proceeding. The Artist agrees to cooperate fully with the City and to provide the City with the opportunity to review any response to discovery requests provided by the Artist.



SECTION 5A - INTELLECTUAL PROPERTY RIGHTS

5A.1 Copyright

The Artist retains all rights under the Copyright Act of 1976, 17 U.S.C., Sections 101, et. seq., and all other rights in and to the Artwork, except ownership and possession, and except as such rights are limited by this Section 5A. Upon transfer of title the Artwork will be owned by the City.

- 5A.1.1 This Section does not prevent the Mayor and Council from giving their permission for the Artwork to be reproduced in other publications that are offered for sale, provided that the Mayor and Council receive no payment for such permission.
- 5A.1.2 The Mayor and Council are not responsible for any third-party infringement of Artist's copyright and are not responsible for protecting the intellectual property rights of the Artist.
- 5A.1.3 The Artist may not disseminate news releases regarding the Artwork without the prior written permission of the City Manager, or the City Manager's designee.
- 5A.1.4 The Artist voluntarily waives the Artist's rights under the Visual Artists Rights Act of 1990, (Pub. L. 101-650 title VI, 17 U.S.C. § 106A).

5A.2 Reproduction Rights

The Parties mutually intend that the Artwork as accepted by the City shall be unique, the Artist agrees not to make an exact duplicate or three-dimensional reproduction of the final Artwork or permit others to do so except by written permission of the Mayor and Council.

- 5A.2.1 The Artist grants to the Mayor and Council and its assigns an irrevocable license to make photographs of the Artwork for non-commercial purposes with credit to the Artist and without prior consent, including but not limited to reproductions used in advertising, art books or art videos, brochures, history books or history videos, media publicity, and the City's portfolio of public art, and catalogues or other similar publications including on-line information of the City, provided that these rights are exercised in a reasonable manner.
- 5A.2.2 For purposes of this section, non-commercial purposes shall include postcards and souvenirs for sale, provided that the sale price is reasonably limited to the cost of reproduction no more than a de minimis profit is made from the sale.
- 5A.2.3 The Mayor and Council will, to the best of their ability, ensure that all photograph reproductions of Artwork credit CJ and Katen Rench of CJRDesigns as Artist.
- 5A.2.4 It is understood that the Artwork will be installed in the public domain, which may result in use of the Artwork's image in instances that are outside of the control of the City and the Artist.

5A.3 Artist Credit

The Mayor and Council shall provide and install a sign near the Artwork describing the Artwork and containing credit to the Artist.

- 5A.3.1 The description of the Artwork shall be approved by the Artist.
- 5A.3.2 If the Artist does not provide approval of the description within a reasonable timeframe, the City may move forward with the proposed description.



5A.4 Promotion

City and Artist may promote the Artwork on their social media and websites and agree as follows.

- 5A.4.1 City agrees to attribute the Artwork to the Artist and tag the Artist on images and press releases relating to the promotion of the Artwork. The City will also encourage others to tag and credit the Artist for their Artwork.
- 5A.4.2 As applicable, the Artist grants the City a non-exclusive license for the use of the Artwork for the promotion of the City of Rockville on their website and social media under this Contract. The Artist does not grant rights to the creation of merchandise under this Contract.
- 5A.4.3 The Artist agrees that the City can use recordings, video, and photography with images of the Artist and the Artwork, including recordings and photographs of the Artist and Artwork taken by the City, to publicize the Artwork and other City Artworks as needed. The Artist waives any objection to such use for the purposes described. The City agrees that the Artist may announce the Artwork following the execution of this Contract.
- 5A.4.4 Artist may not hang, wear, or otherwise display any sign or advertisement at the Artwork installation location without the prior approval of the Arts and Culture Department Manager who is the designated representative of the property owner.
- 5A.4.5 The Artist will not have any approval regarding advertisements or marketing materials following installation. Artist billing will be at the discretion of the City.
- 5A.4.6 Artist may not secure sponsorship agreements in connection with the City's engagement of Artist without prior written permission of the City's representative.
- 5A.4.7 The City will provide signage for the Artwork.

5A.5 Deaccessioning or Re-Siting of Artwork

The Artist acknowledges the Artwork is owned by the City. The City assumes full responsibility for moving the Artwork and reserves the right to reinstall the Artwork at a different site, deaccession from its collection or to dispose of the Artwork as the City deems appropriate.

- 5A.5.1 The Artist acknowledges the City's authority to implement emergency treatment to prevent damage to artwork, to facilitate emergency repairs of City infrastructure and to ensure public safety, including the removal of graffiti.
- 5A.5.2 Such determinations are the sole right of the City.
- 5A.5.3 Notwithstanding the City's sole authority, the City will attempt to contact the Artist at least 30 days prior to making necessary modifications or relocating the work to obtain their views regarding relocation or disposition of the Artwork as part of the removal or re-siting process.



ARTICLE 6 – RELATIONSHIP OF THE PARTIES

6.1 Status of Artist

- 6.1.1 The Artist shall have no authority to bind the officials, officers, employees or agents of the City in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against the City, whether by contract or otherwise, unless such authority is expressly conferred under this Contract or is otherwise expressly conferred in writing by the City Manager.
- 6.1.2 The Artist shall not at any time or in any manner represent that the Artist or any of the Artist’s officers, employees, agents, or Subcontractors are in any manner officials, officers, employees or agents of the City.
- 6.1.3 Neither the Artist, nor any of the Artist’s officers, employees, agents, or Subcontractors shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to the City’s employees. The Artist expressly waives any claim the Artist may have to any such rights.

6.2 Independent Artist

The City shall not in any way or for any purpose become or be deemed to be a partner of the Artist in its business or otherwise or a joint venturer or a member of any joint enterprise with the Artist. The City and its officials, officers, employees or agents shall not:

- (i) have control over the manner, mode or means by which the Artist, its employees, agents, or Subcontractors perform the work related to the provision of the Artist Services, except as otherwise set forth herein; or
- (ii) have a voice in the selection, discharge, supervision or control of the Artist’s employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. The Artist shall perform all services required herein as an independent Artist of the City and shall remain at all times as to the City a wholly independent Artist with only such obligations as are consistent with that role.

6.3 Non-assignability

The experience, knowledge, capability and reputation of the Artist and its principals and employees were a substantial inducement for the City to enter into this Contract. Artist shall not assign or transfer any interest nor the performance of obligations without the prior written approval of the City Manager. Any purported assignment without approval in writing shall be void.

6.4 Subcontractors

Notwithstanding the above, if the City agrees that Subcontractors may be used to provide products or services, the Artist's hiring or retaining of any third parties (“**Subcontractors**”) to perform work related to the provision of Artist Services is subject to the Contract Administrator’s prior written approval. When requesting the Contract Administrator’s prior written approval, the Artist must provide in writing a justification for the need of a Subcontractor, a description of the work the Subcontractor will perform, and an estimated cost of the Subcontractor Services.

6.4.1 Subcontract Requirements

The Artist shall expressly understand and agree the Artist shall assume and be solely responsible for all legal and financial responsibilities related to the execution of a subcontract, and use of subcontract shall in no way relieve the Artist of the responsibility to provide the services described herein.



- 6.4.1.1 The Artist shall require each Subcontractor to obtain and maintain insurance policies as required by the City for the duration of this Contract. The Artist shall determine Subcontractor policy limits and required endorsements proportionate to the work performed by Subcontractor.
- 6.4.1.2 The subcontract must include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations and to ensure the City is held harmless from all claims of damage, loss and cost of any kind related to the subcontract.
- 6.4.1.3 The Artist is obligated to pay Subcontractor, for Artist and City approved invoice amounts, out of the compensation paid by the City to the Artist not later than fourteen working days from the Artist 's receipt of payment from the City. Nothing in this paragraph shall be construed to impair the right of the Artist and any Subcontractor to negotiate fair and reasonable pricing and payment provisions among themselves.

6.4.2 Deficient Subcontractor Performance

If Subcontractor's performance is deficient, the Artist shall notify the Contract Administrator in writing of any withholding of payment to Subcontractor, specifying: (i) the amount withheld; (ii) the specific cause under the terms of the subcontract for withholding payment; (iii) the connection between the cause for withholding payment and the amount withheld; and (iv) the remedial action Subcontractor must take in order to receive the amount withheld.

- 6.4.2.1 Once Subcontractor corrects the deficiency, the Artist shall pay Subcontractor the amount withheld within fourteen working days of the Artist 's receipt of the City's next payment. It is the Artist's responsibility to ensure that no lien for work performed by the Artist or Subcontractor is placed on the City.

6.4.3 Indemnification

- 6.4.3.1 The City shall not be made a party to any judicial or administrative proceedings to resolve any dispute between the Artist and Subcontractor.
- 6.4.3.2 The Artist agrees to defend and indemnify the City as described in Section 7 below, in any dispute between the Artist and Subcontractor should the City be made a party to any judicial or administrative proceeding to resolve the dispute in violation of this position.

6.4.4 Intended Beneficiary

The City is an intended beneficiary of any work performed by Subcontractor for purposes of establishing a duty of care between Subcontractor and City.



ARTICLE 7 – LIABILITIES

7.1 Insurance

The Artist shall be required to obtain and maintain, at its sole cost and expense subject to reimbursement as an allowable project cost, in a form and content satisfactory to the Risk Manager for the City of Rockville, during the entire term of this Contract including any extensions thereof, the insurance coverages described at **Exhibit D**, which shall cover the Mayor and Council, its appointed officers, and employees and agents of the City of Rockville.

- 7.1.1 Certificates evidencing insurance shall be filed with the City concurrently with executing this Contract. If not received the parties agree this Contract may be suspended.
- 7.1.2 Artist's insurance coverage shall be primary insurance as respects the City, its elected and appointed officials, officers, consultants, agents and employees and any insurance or self-insurance maintained by the City, shall be excess of the Artist's insurance and shall not be called upon to contribute with it.
- 7.1.3 Insurance or bonds required by this Contract shall be satisfactory only if issued by companies qualified to do business in Maryland, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager due to unique circumstances. If this Contract continues for more than 3 years duration, or in the event the Risk Manager determines that the work or services to be performed under this Contract creates an increased or decreased risk of loss to the City, the Artist agrees that the minimum limits of the insurance policies and the performance bond (if any) may be changed accordingly upon receipt of written notice from the Risk Manager; provided that the Artist shall have the right to appeal a determination of increased coverage by the Risk Manager to the City Manager within 10 days of receipt of notice from the Risk Manager.
- 7.1.4 In the event the Artist subcontracts any portion of the Artist Services hereunder, the contract between the Artist and such Subcontractor shall require the Subcontractor to maintain the same policies of insurance that the Artist is required to maintain, and such certificates and endorsements shall be provided to the Risk Manager.
- 7.1.5 The procuring of such required policy or policies of insurance will not be construed to limit Artist's liability hereunder nor to fulfill the indemnification provisions of this Contract. Notwithstanding the policy or policies of insurance, Artist will be obligated for the full and total amount of any damage, injury, or loss caused by or directly arising as a result of the Artist Services performed under this Contract, including such damage, injury, or loss arising after the Contract is terminated or the term has expired.

7.2 Indemnification

To the full extent permitted by law, the Artist shall indemnify, defend and hold harmless the Mayor and Council and its appointed officers, employees and agents ("**Indemnified Parties**") against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "**Claims or Liabilities**") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of the Artist, its officers, employees, agents, Subcontractors, or invitees, or any individual or entity for which the Artist is legally liable ("**Indemnors**"), or arising from the Artist's reckless or willful misconduct, or arising from the Artist's Indemnors' negligent performance of or failure to perform any term, provision, covenant or condition of this Contract, and in connection therewith.



- 7.2.1 The Artist shall defend any action or actions filed in connection with any of said Claims or Liabilities and will pay all costs and expenses, including legal costs and attorneys' fees, except that if the City reasonably determines that the indemnified Claim might adversely affect the City, the City may take control of the defense at the Artist's expense.
- 7.2.2 The Artist shall promptly pay any judgment rendered against the Mayor and Council, its appointed officers, agents or employees for any such Claims or Liabilities arising out of or in connection with the negligent performance of or failure to perform such work, operations or activities of the Artist hereunder; and the Artist agrees to save and hold the Mayor and Council, its appointed officers, agents, and employees harmless therefrom.
- 7.2.3 In the event the Mayor and Council, its appointed officers, agents or employees is made a party to any action or proceeding filed or prosecuted against the Artist for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operation or activities of the Artist hereunder, the Artist agrees to pay to the Mayor and Council, its appointed officers, agents or employees, any and all costs and expenses incurred by the Mayor and Council, its appointed officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees.
- 7.2.4 The Artist shall incorporate similar, indemnity agreements with its Subcontractors and if it fails to do so the Artist shall be fully responsible to indemnify City hereunder therefore, and failure of City to monitor compliance with these provisions shall not be a waiver hereof.
- 7.2.5 This indemnification includes Claims or Liabilities arising from any negligent or wrongful act, error or omission, or reckless or willful misconduct of the Artist in the performance of services hereunder. The provisions of this Section do not apply to Claims or Liabilities occurring as a result of City's negligence or willful acts or omissions.
- 7.2.6 The indemnity obligation shall be binding on successors and assigns of the Artist and shall survive termination of this Contract.

7.3 Non-Liability of City Officers and Employees

No member, official, employee or agent of the Mayor and Council shall be personally liable to the Artist in the event of any Default or breach by the City or for any amount which may become due to the Artist or its successors or assigns or on any obligation under the terms of this Contract.

7.4 No Waiver of Sovereign Immunity

Notwithstanding any other provisions of this Contract to the contrary, nothing in this Contract nor any action taken by the Mayor and Council pursuant to this Contract nor any document which arises out of this Contract shall constitute or be construed as a waiver of either the sovereign immunity or governmental immunity of the Mayor and Council and its appointed officials, officers, and employees.



ARTICLE 8. ENFORCEMENT AND TERMINATION

The City may, by written notice to the Artist, terminate this Contract in whole or in part at any time, either for the City's convenience or for cause.

Default of this Contract shall include circumstances where any of the Artist Services are not performed in good faith; any representation or warranty is found to be not true and correct; failure to comply with any covenant, condition or warranty of this Contract or disregard of law, ordinances or instructions of the City; failure to satisfy a condition precedent to receive a disbursement; failure to make prompt payment to any Subcontractors; or if Artist shall be adjudged bankrupt, make a general assignment for the benefit of its creditors, or a receiver be appointed on account of its insolvency ("**Default**").

8.1 Governing Law

This Contract shall be interpreted, construed and governed both as to validity and to performance of the Parties in accordance with the laws of the State of Maryland.

8.2 No third party beneficiary

The Services to be performed by the Artist are intended solely for the benefit of the City. No provision of this Contract shall be construed to confer any rights upon any person or entity who is not a Party hereto, whether a third-party beneficiary or otherwise.

8.3 Disputes

8.3.1 Resolution by City Manager

Any dispute concerning a question of fact arising under this Contract which is not disposed of by this Contract shall be decided by the City Manager in accordance with the Rockville Code, who shall notify the Artist in writing of his determination. The Artist shall be afforded the opportunity to be heard and offer evidence in support of the claim and shall cooperate during any such investigation. The decision of the City Manager shall be final and conclusive unless an appeal is taken pursuant to Rockville Code § 17-173. Pending final resolution of a dispute the Artist shall proceed diligently with Contract performance.

8.3.2 Retain funds

The Artist hereby authorizes the City to deduct from any amount payable to the Artist (whether or not arising out of this Contract) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate the City for any losses, costs, liabilities, or damages suffered by the City, and (ii) all amounts for which the City may be liable to third parties, by reason of the Artist's acts or omissions in performing or failing to perform the Artist's obligation under this Contract. In the event that any claim is made by a third party, the amount or validity of which is disputed by the Artist, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, the City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of the City to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Artist to insure, indemnify, and protect the City as elsewhere provided herein.

8.3.3 City Duties during Dispute

In the event that the Artist is in Default under the terms of this Contract, the City shall not have any obligation or duty to continue compensating the Artist for any work performed after the date of Default.



- 8.3.3.1 The City may give notice to the Artist of the Default and the reasons for the Default.
- 8.3.3.2 The notice shall include the timeframe in which the Artist may cure the Default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, if circumstances warrant.
- 8.3.3.3 During the period of time that the Artist is in Default, the City shall hold all invoices and shall, when the Default is cured, proceed with payment on the invoices. In the alternative, the City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of Default. If the Artist does not cure the Default, the City may take necessary steps to terminate this Contract under this Contract.
- 8.3.3.4 Any failure on the part of the City to give notice of the Artist's Default shall not be deemed to result in a waiver of the City's legal rights or any rights arising out of any provision of this Contract.

8.4 **No Waiver of Claims**

Waiver by any party to this Contract of any term, condition, or covenant of this Contract shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Contract shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Contract. Acceptance by the City of any work or services by the Artist shall not constitute a waiver of any of the provisions of this Contract. No delay or omission in the exercise of any right or remedy by a non-Defaulting party on any Default shall impair such right or remedy or be construed as a waiver. Any waiver by either Party of any Default must be in writing and shall not be a waiver of any other Default concerning the same or any other provision of this Contract.

8.5 **Cumulative Rights and Remedies**

Except with respect to rights and remedies expressly declared to be exclusive in this Contract, the rights and remedies of the Parties are cumulative and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same Default or any other Default by the other Party.

8.6 **Termination**

8.6.1 **Duty Upon Notice of Termination**

After receipt of a Notice of Termination, and except as otherwise directed by the Contract Administrator, the Artist shall:

- (a) Stop providing Artist Services under the Contract on the date and to the extent specified in the Notice of Termination;
- (b) Place no further orders or subcontracts for materials, services or facilities, except as may be necessary for completion of the portion of the Artist Services under the contract as is not terminated;
- (c) Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by Notice of Termination;
- (d) Assign to the City in the manner, at the times, and to the extent the City directs, all of the right, title, and interest of the Artist under the orders and subcontracts so terminated, in which case the City shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;



(e) Settle all outstanding liabilities and all claims arising out of the termination of orders and subcontracts, with the approval or ratification of the City, to the extent the City may require, which approval or ratification shall be final for all the purposes of this clause;

(f) Transfer title and deliver to the City, in the manner, at the times and to the extent, if any, directed by the City, (i) the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced as a part of, or acquired in connection with the performance of, the work terminated by the Notice of Termination, and (ii) the completed or partially completed plans, drawings, information, and other property which, if the contract had been completed, would have been required to be furnished to the City;

(g) Use the Artist's best effort to sell, in the manner, at the times, to the extent, and at the price or prices directed or authorized by the City, any property of the types referred to in (f) of this clause; provided, however, that the Artist (i) shall not be required to extend credit to any purchaser, and (ii) may acquire any such property under the conditions prescribed by and at a price or prices approved by the City; and provided further that the proceeds of any such transfer or disposition shall be applied in reduction of any payments to be made by the City to the Artist under this Contract or shall otherwise be credited to the price or cost of the work covered by this contract or paid in such other manner as the City may direct;

(h) Complete performance of such part of the work as may not have been terminated by the Notice of Termination; and

(i) Take such action as may be necessary, or as the City may direct, for the protection and preservation of the property related to this contract which is in the possession of the Artist and in which the City has or may acquire an interest. The Artist may submit to the City a list, certified as to quantity and quality, of any or all items of termination inventory not previously disposed of, exclusive of items the disposition of which has been directed or authorized by the City, and may request the City to remove such items or enter into a storage agreement covering them. Not later than 15 days thereafter, the City shall accept title to such items and remove them or enter into a storage agreement covering the same; provided, that the list submitted shall be subject to verification by the City upon removal of the items, or if the items are stored, within 45 days from the date of submission of the list, and any necessary adjustment to correct the list as submitted shall be made prior to final settlement.

Upon termination, whether for cause or for convenience, the provisions of the Contract Documents remain in effect as to any claim, indemnity obligation, warranties, guarantees, submittals of as-built drawings, instructions, or manuals, or other such rights and obligations arising prior to the termination date.

8.6.2 Termination for No Appropriation

The validity of this Contract is subject to appropriation and encumbrance of funding pursuant to Maryland law. The Mayor and Council appropriates funds on a fiscal year basis; the City's fiscal year runs from July 1 through June 30. If the Mayor and Council fails to approve an appropriation to fund this Contract for a subsequent fiscal year, this Contract shall terminate on the first day of that fiscal year without further cost to the City. Rockville Code § 17-41.

8.6.3 Termination for Convenience

This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause.

8.6.3.1 The City reserves the right to terminate this Contract at any time, with or without cause, upon thirty (30) days' written notice to the Artist, except that where termination is due to the fault of the Artist, the period of notice may be such shorter time as may be determined by the City Manager or his designee.



- 8.6.3.1.1 Upon receipt of any notice of termination, the Artist shall immediately cease all work hereunder except such as may be specifically approved by the City Manager or his designee.
- 8.6.3.1.2 Except where the Artist has initiated termination, the Artist shall be entitled to compensation for all Artist Services rendered prior to the effective date of the notice of termination agreed to be the fee identified in Exhibit C accrued as of the termination date plus documented expenses related to the Artwork, and for any Artist Services authorized by the City Manager or his designee thereafter in accordance with the Compensation and Fee Schedule or such as may be approved by the City Manager or his designee.
- 8.6.3.2 The Artist reserves the right to terminate this Contract at any time, with or without cause, upon sixty (60) days' written notice to the City, except that where termination is due to the fault of the City, the period of notice may be such shorter time as the Artist may determine.
- 8.6.3.2.1 In the event the Artist has initiated termination, the Artist shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder.
- 8.6.3.3 In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 8.3.

8.6.4 **Termination for Cause**

The Contract may be cancelled or annulled by the City in whole or in part by providing notice in writing of Default.

- 8.6.4.1 Except as set forth below [Death and Incapacity], if termination of this Contract is due to the failure of the Artist to fulfill the Artist's contract obligations, the Artist shall remit to the city all payments made to the Artist pursuant to this Contract prior to termination.
- 8.6.4.2 Failure on the part of an Artist to fulfill contractual obligations shall be considered just cause for termination of the contract and the Artist is not entitled to recover any costs incurred by the Artist up to the date of termination. The Artist may not recover anticipatory profits or costs incurred after termination.
- 8.6.4.2 If Artist is unable to perform as the result of acts of God (such as, but not limited to, fires, explosions, earthquakes, hurricanes, drought, tidal waves and floods), war, strikes, acts or threats of terrorism, or substantially similar events that are not in the control of the parties then this Contract and Artist's Installation shall be cancelled and the provided the Artist provides written notice to the City within five (5) days of such event. The City shall not be responsible for further payment to Artist.

8.6.5 **Death or Incapacity**

If the Artist becomes unable to fully perform the Artist's responsibility under this Contract due to death or incapacity, such death or incapacity will not be deemed a breach of this Contract or a default on the part of the Artist. However, nothing in this Section shall obligate the City to accept the Artwork.

- 8.6.5.1 In the event of incapacity, the Artist shall assign the Artist's obligations under this Contract to another artist to complete the Artwork as approved by the City, provided that the City in its sole discretion approves of the new artist. If the Parties cannot agree on another artist to complete the Artwork, the City may elect to terminate this Contract.



- 8.6.5.2 In the event of death, the City will work with the designated heir(s) or successors of the Artist to assign the Artist's obligations under this Contract to another artist to complete the Artwork as approved by the City, provided the City in its sole discretion approves of the new artist. If the parties cannot agree on another artist to complete the Artwork, the City may elect to terminate this Contract.
- 8.6.5.3 If the City elects to terminate this contract pursuant to this section, all materials purchased for the Artwork or installed on site shall be the property of the City. The Artist or the administrator of the Artist's estate shall provide the City with comprehensive models and plans that will enable the City to complete the Artwork. The Artist shall not be entitled to further compensation and shall not be required to refund the City funds previously paid to the Artist. If the Artwork is completed, the Artist and their Artist's heirs and assigns shall retain all rights under section 5A (Reproduction Rights) and the Artwork and any reproductions thereof shall contain a credit to the Artist and a copyright notice, provided that the Artist or Artist's heirs and/or assigns provide the City with accurate copyright information. In the alternative, Artist or Artist's heirs and/or assigns may elect to pay the City a sum equal to all payments made pursuant to this Contract and retain ownership of all materials purchased and work done to date, and may sell or otherwise dispose of the Artwork and any product or material relating thereto at the discretion of the Artist or Artist's heirs and/or assigns.

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SECTION 9 – MISCELLANEOUS

9.1 Notices and Demands

Formal notices, demands, and communications between the Artist and the City shall be given either by (a) personal service, (b) delivery by reputable overnight document delivery service such as Federal Express that provides a receipt showing date and time of delivery, or (c) mailing utilizing a certified or mail postage prepaid service of the United States Postal Service that provides a receipt showing date and time of delivery, addressed to:

To the City: Mayor and Council of Rockville
c/o Office of the City Clerk / Director of Council Operations
111 Maryland Avenue
Rockville, Maryland 20850
Attn: City Clerk / Director of Council Operations
cityclerk@rockvillemd.gov
Telephone: (240) 314-8283

With copies to:

Office of the City Manager
111 Maryland Avenue
Rockville, Maryland 20850
Attn: City Manager
Email: cmo@rockvillemd.gov
Telephone: (240) 314-8102

Office of the City Attorney
111 Maryland Avenue
Rockville, Maryland 20850
Attn: City Attorney
Email: cityattorney@rockvillemd.gov
Telephone: (240) 314-8150

Department of Arts and Culture
111 Maryland Avenue
Rockville, Maryland 20850
Attn: Director
Email: cmo@rockvillemd.gov

To the Artist: Chris J. Rench, Owner
CJRDesign
1451 Barker Road
Hood River, Oregon 97031
Telephone: 541-399-3830

9.1.1 Notices personally delivered shall be deemed effective upon receipt or refusal thereof. Notices given by a reputable overnight document delivery service shall be deemed effective one (1) business day after delivery by such service. Notices mailed shall be deemed effective on the fifth (5th) business day following deposit in the United States mail. Such written notices, demands, and communications shall be sent in the same manner to such other addresses as any Party may from time to time designate in writing. As used herein, “business day” means a day other than Saturday, Sunday, or a federal holiday, state holiday in the State of Maryland, or a city holiday in the City of Rockville, Maryland.



9.1.2 Artist shall provide updated contact information to the City throughout the Term and warranty period.

9.2 **Governing Law**

This Contract shall be interpreted, construed and governed both as to validity and to performance of the Parties in accordance with the laws of the State of Maryland.

9.2.1 Legal actions concerning any dispute, claim or matter arising out of or in relation to this Contract shall be instituted in the Circuit Court of Montgomery County, State of Maryland, and the Artist covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the State of Maryland, Southern Division.

9.2.2 Notwithstanding anything herein contained to the contrary, Artist acknowledge the Mayor and Council is a municipal corporation and its obligations hereunder are given only to the extent permitted by applicable law, contingent upon the appropriation and encumbrance of funding; are subject to the Maryland Public Information Act presumption that all records within the custody of the City are available to the public for review; and are subject to the notice requirements and damage limitations stated in applicable law, including, but not limited to, the Local Government Tort Claims Act, Md. Code Ann., Ct & Jud Proc. § 5-301, et seq. (2013 Repl. Vol.), as amended from time to time.

9.3 **Survival**

The parties agree that provisions of this Contract which by their nature are intended to survive in the event of a dispute or because their obligations continue past termination of the Contract, including provisions relating to representations, warranties, acknowledgements, reservation of rights, use restrictions, fees, confidentiality, limits of liability, indemnification, and termination will so survive.

9.4 **Severability**

If any term, provision, covenant, or condition of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of this Contract shall not be affected thereby to the extent such remaining provisions are not rendered impractical to perform taking into consideration the purposes of this Contract. In the event that all or any portion of this Contract is found to be unenforceable, this Contract or that portion which is found to be unenforceable shall be deemed to be a statement of intention by the Parties; and the Parties further agree that in such event, and to the maximum extent permitted by law, they shall take all steps necessary to comply with such procedures or requirements as may be necessary in order to make valid this Contract or that portion which is found to be unenforceable.

9.5 **Entire Agreement**

This Contract integrates all of the terms and conditions mentioned herein, or incidental hereto, and supersedes all negotiations and previous agreements between the Parties.

9.6 **Waivers and Amendments, Writing Required**

9.6.1 All waivers of the provisions of this Contract must be in writing and signed by the appropriate authorities of the Party to be charged, and all amendments and modifications hereto must be in writing and signed by the appropriate authorities of the Parties.

9.6.2 No waiver by any party at any time of any of the terms, conditions, or covenants shall be deemed as a waiver at any time thereafter of the same or of any other terms, condition or covenant.



9.7 **Successors**

The covenants of this Contract shall be binding upon and shall inure to the benefit of the Parties, their respective successors, administrators, executors, and assigns.

9.8 **Signatures**

9.8.1 Counterparts: This Contract may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

9.8.2 Electronic Signatures: This Contract may be executed by electronic signature, which will be construed as an original signature for all purposes and have the same force and effect as an original signature. For these purposes, “electronic signature” means electronically scanned and transmitted versions (e.g., via pdf file or facsimile transmission) of an original signature, or signatures electronically inserted via software such as DocuSign or Adobe Sign.

[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, the Mayor and Council and the Artist have each executed, or caused to be duly executed, this Contract for Public Art under seal in duplicate, in the name and behalf of each of them (acting individually or by their respective officers or appropriate legal representatives thereunto duly authorized) as of the day and year first written above.

MAYOR AND COUNCIL

Approved as to form:

THE MAYOR AND COUNCIL OF ROCKVILLE, a body corporate and municipal corporation of the State of Maryland

Robert E. Dawson, City Attorney

By:

Jeff Mihelich, City Manager

ARTIST

CHRIS J. RENCH registered in Maryland as Chris Rench and f/s/o CJRDESIGNS

By:

Chris J. Rench, Owner



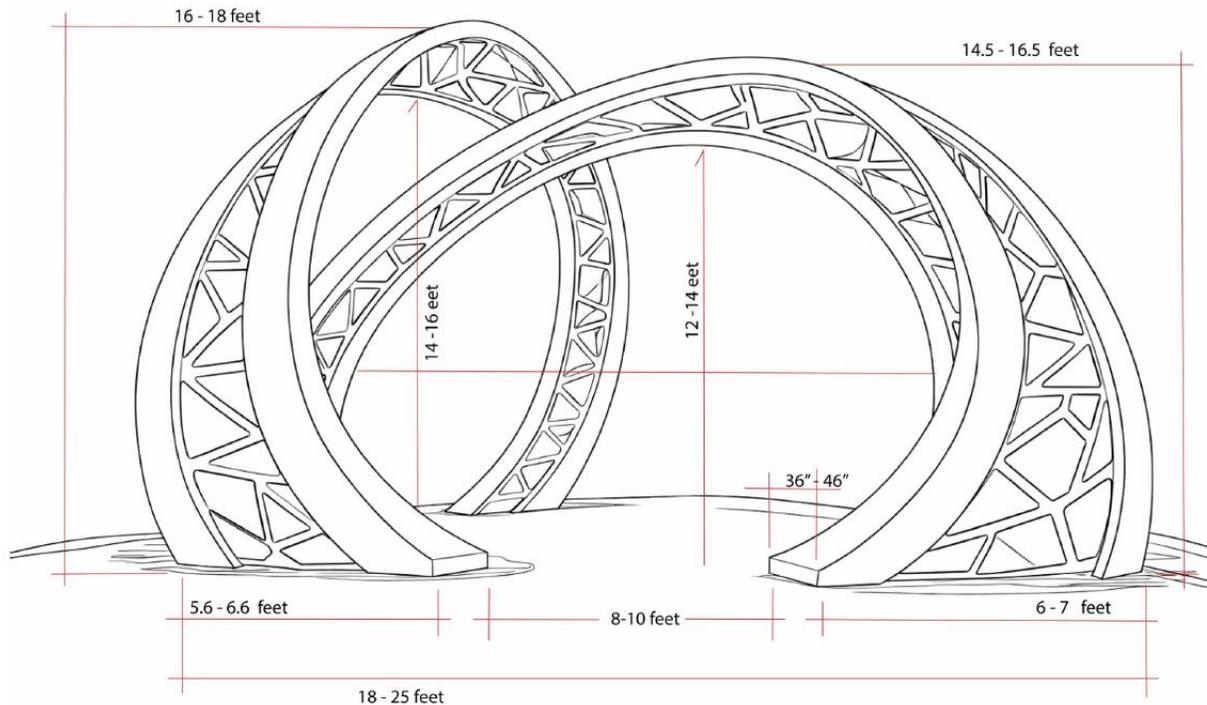
EXHIBIT A Scope of Work

Artist's Response, David Scull Park Public Artwork Scope of Work

The Artist shall do all the work and furnish all the labor, materials, tools and equipment necessary or proper to design, fabricate and install the Artwork in accordance with the Bid Documents on file with the City Manager's Office and within the Contract time, at the prices fixed therefore, to the satisfaction of the City Manager.

The Proposal indicates Artwork Dimensions as follow: 16 – 18 feet at the highest point of the Artwork, and 18-25 feet long; made of Tnemec coated structural steel (white); UV-stable architectural acrylic panels; recessed panel system for depth and durability, and engineered concrete footings.

Sketch reproduced here:



Shared Passage
Dimensions

CJR DESIGNSTUDIO



EXHIBIT B Schedule of Performance

Milestones

Knowing that time is of the essence, Contractor shall provide all deliverables in accordance with the Contract and Bid Documents subject to City approval consistent with the progress milestones below. The City of Rockville reserves the ability to adjust this timetable, in writing, as required during the development process based on progress on the Park improvements.

Progress Milestones

- Fall 2026
 - Meetings with relevant city staff and contractors to finalize location of artwork in the park, coordinate installation timeline, and determine how other improvement components relate to the artwork.
 - Stakeholder engagement (please see below for details).
 - Engineering and modeling are initiated.
- Winter 2026 to Spring 2027
 - Engineering and 3D modeling are completed.
 - Final design elements (lighting option, color options, arrangement of arch and acrylic panels) are presented for final approval before fabrication begins.
- Summer or Fall 2027
 - Artwork is fabricated and installed according to the timeline established in Fall 2026 and modified as needed per coordination with city staff and contractors.
- Fall 2027
 - Dedication of the artwork and opening of the park.

Stakeholder Engagement

In the Fall 2026, CJRDesigns will visit Rockville for three- or four-days for extensive community engagement opportunities. City staff will coordinate logistics in advance of their arrival, and staff will work to engage:

- Maryvale Elementary School students
- Rockville Housing Enterprises
- Lincoln Park Community Center
- East Rockville Civic Association
- Other community associations and groups that may be identified



EXHIBIT C
Compensation and Fee Schedule

This is a lump sum compensation model based on Artist’s Proposal estimates, with progress payment payable in the manner described at Section 3 of this Contract, on the schedule described below.

The Artist shall receive compensation in the amount of Two Hundred Thousand Dollars (\$200,000.00), inclusive of all costs related to the design and implementation of this Artwork including the design of the Artwork, materials, supplies, engineering, fabrication, installation, labor, insurance, artist fees, transportation, and community engagement, payable on the following schedule:

- a. Sixty-Seven Thousand Dollars (\$67,000.00) upon execution of this Contract followed by the City setting up a Purchase Order for the Artist Services funds.
- b. Sixty-Seven Thousand Dollars (\$67,000.00) within thirty (30) days of the City giving Notice to Proceed with fabrication.
- c. Sixty-Six Thousand Dollars (\$66,000.00) within thirty (30) days after City Manager acceptance of the installation of the Artwork and provision of final documentation that must include maintenance instructions including proper cleaning methods for the materials used and diagrams of support systems.

Proposal estimates reproduced here:

ART PROPOSAL FOR THE	
DAVID SCULL PARK <small>PUBLIC ART PROJECT</small>	ARTISTS: Katen & CJ Rench
<i>Artist Design & development, project management, insurance, studio overhead etc.</i>	\$100,000.00
<i>Engineering</i>	\$5,500.00
<i>CNC / computer set up /cutting</i>	\$3,500.00
<i>Materials</i>	\$25,500.00
<i>Fabrication</i>	\$38,200.00
<i>Shipping prep.</i>	\$1,500.00
<i>Transportation</i>	\$6,000.00
<i>foundations and prep</i>	\$12,000.00
<i>Travel food and lodging 2 people</i>	\$2,800.00
<i>Install time and on site labor</i>	\$2,500.00
<i>Install crane etc.</i>	\$2,500.00
sub total	\$200,000.00

CJR DESIGNSTUDIO



EXHIBIT D
Insurance

Insurance. Prior to the execution of this Contract, the City requires the Artist to obtain at their own cost and expense and keep in force and effect during the term of the Contract including all extensions, the following insurance with an insurance company/companies licensed to do business in the State of Maryland evidenced by a certificate of insurance. The Artist must submit to the City a certificate of insurance and all requested Insurance Endorsements, prior to the art installation date. The Artist will be required to maintain for the life of the contract, including extensions, and to furnish the City evidence of insurance as follows:

a. Mandatory Requirements for Insurance

The Artist’s insurance coverage shall be primary insurance with respect to the City, its elected and appointed officials, officers, consultants, agents and employees and any insurance or self-insurance maintained by the City, shall be excess of the Artist’s insurance and shall not be called upon to contribute with it. The Artist shall waive any rights of recovery against the City and shall be responsible for maintaining proper insurance compliance amongst any and all of its servants, agents, employees or beneficiaries with the explicit understanding that no relationship and no authority exists between the City and those entities. Note: Workers’ Compensation and Hired and Non-owned Auto are only applicable if the Artist has employees and uses any vehicle besides her own.

Type of Insurance	Amounts of Insurance	Endorsements and Provisions
<i>Workers’ Compensation Employers’ Liability</i>	Bodily Injury by Accident: \$100,000 each accident Bodily Injury by Disease: \$500,000 policy limits Bodily Injury by Disease: \$100,000 each employee	Waiver of Subrogation: <i>WC 00 03 13 Waiver of Our Rights to Recover From Others Endorsement – signed and dated.</i> <i>WILL BE WAIVED UPON SUBMISSION OF CORRECT FORM TO CITY’S RISK MANAGER.</i>
<i>Commercial General Liability</i> Bodily Injury Property Damage Contractual Liability Premise/Operations Independent Artists Products/Completed Operations Personal Injury	Each Occurrence: \$1,000,000	City to be listed as additional insured and provided 30 day notice of cancellation or material change in coverage. <i>CG 20 10 07 04 forms to be both signed and dated.</i>
<i>Automobile Liability</i> All Owned Autos Hired Autos Non-Owned Autos	Combined Single Limit for Bodily Injury and Property Damage - (each accident): \$1,000,000	<i>WAIVED BY AGREEMENT</i>

b. The Description area of the Certificate of Insurance shall read as follows:



EXHIBIT D
Insurance

The Mayor and Council of Rockville

City Hall
111 Maryland Avenue
Rockville, MD 20850

c. Policy Cancellation

No change, cancellation or non-renewed shall be made in any insurance coverage without a thirty (30) day written notice to the City's Safety & Risk Management Division. Artist shall furnish a new certificate prior to any change or cancellation date. The failure of the Artist to deliver a new and valid certificate will result in suspension of all payments and cessation of on-site work activities until a new certificate is furnished.

d. Additional Insured

The Mayor and Council of Rockville, which includes its elected and appointed officials, officers, consultants, agents and employees must be named as an additional insured on the Artist's Commercial General Liability for liability arising out of Artist's products, goods, and services provided under this contract. Endorsements reflecting the Mayor and Council of Rockville as an additional insured are required to be submitted with the insurance certificate.

e. Subcontractors

All Subcontractors shall meet the requirements of this Section before commencing work. In addition, Artist shall include all Subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontract. All coverage for subcontracts shall be subject to all the requirements stated herein.

