

## ATTACHMENT C: ACC PUBLIC ART CONTRACT PROVISIONS

The Artist(s) ultimately selected will be required to sign a contract with Athens-Clarke County which contains a number of provisions, including:

- Requirements that the artist communicate and cooperate with Athens-Clarke County.
- A timeline for the completion and installation of the artwork;
- Requirements that the artist produce and provide to Athens-Clarke County certain preliminary design documents, fabrication documents, maintenance plans, and fabrication, delivery, and installation schedules.
- Guidelines for the acceptance of the artwork by Athens-Clarke County and the passing of the title of the artwork from the artist to Athens-Clarke County.
- A compensation and payment schedule.
- Warranties by the artist that the artwork is solely the result of the artistic effort of the artist, the artwork is unique and original and does not infringe upon any copyright, and various other warranties.
- **Insurance\*** coverage to be provided by the artist for the risk of loss or damage to the artwork prior to the artwork being delivered to Athens-Clarke County
- Indemnity agreement holding Athens-Clarke County harmless for damages associated with artist's negligent performance of their services.
- Copyright provisions, including the artist's waiver of rights under the Visual Artists Rights Act of 1990 (VARA).

### **Insurance\***

Artist shall procure and maintain insurance which shall protect the Artist and ACCGov from any claims for bodily injury, property damage, or personal injury which may arise out of operations under the agreement. Artist shall procure the insurance policies at the Artist's own expense and shall furnish ACCGov an insurance certificate listing ACCGov as certificate holder. The insurance certificate must document that the liability insurance coverage purchased by the Artist includes contractual liability coverage to protect ACCGov. The insurance certificate must provide the following information:

- 1) Name and address of authorized agent
- 2) Name and address of insured
- 3) Name of insurance company (licensed to operate in Georgia)
- 4) Description of coverage in standard terminology
- 5) Policy period
- 6) Limits of liability
- 7) Name and address of certificate holder (ACCGov)
- 8) Acknowledgement of notice of cancellation to ACCGov
- 9) Signature of authorized agent
- 10) Telephone number of authorized agent

- 11) Details of policy exclusions in comments section of insurance certificate
- 12) Additional Insured Endorsement

*Note:* It is the intent of ACCGov that certificates of insurance should comply with the pertinent Rules of the Commissioner of Insurance, which are found in Chapter 120-2-103 of the Official Compilation of the Rules and Regulations of the State of Georgia.

Each policy shall contain a provision that coverage afforded under the policies will not be canceled (or not renewed or allowed to lapse for any reason) until at least thirty (30) days after Owner has received notice thereof. All policies must be issued by an insurance company licensed to do business in the State of Georgia, with a minimum AM Best rating of A-, and signed by an authorized agent.

The Artist must submit, along with insurance certificate(s), an additional insured endorsement for all coverages as allowed by statute naming the Unified Government of Athens Clarke County, and a notice of cancellation endorsement.

**Coverages and Limits Required:**

**Workers Compensation (WC):**

If you are an individual with no employees or otherwise exempt from providing Workers Compensation Insurance, provide a written statement indicating your reason for exemption in lieu of the coverage below.

Workers Compensation Insurance (per Occurrence) in the amounts of the statutory limits established by the General Assembly of the State of Georgia (a self-insurer must submit a certificate from the Georgia Board of Works Compensation stating that the Artist qualifies to pay its own workers compensation claims). In addition, the Artist shall require all subcontractors occupying the premises or performing work under the contract to obtain an insurance certificate showing proof of Workers Compensation Coverage with the following minimum coverage:

• Bodily injury by accident – per employee	\$100,000
• Bodily injury by disease – per employee	\$100,000
• Bodily injury by disease – policy limit	\$500,000

**Commercial General Liability (CGL):**

• Each Occurrence Limit	\$1,000,000
• Personal & Advertising Injury Limit	\$1,000,000
• General Aggregate Limit	\$2,000,000
• Products/Completed Ops. Aggregate Limit	\$2,000,000

**Automobile Liability:**

• Combined Single Limit	\$1,000,000
• Installation Floater	

Umbrella Liability: \$2,000,000

Additional Insured: The Artist shall add “the Unified Government of Athens-Clarke County, its officers, employees, and agents” as an additional insured under the commercial general liability, automobile, and umbrella liability policies. The additional insured endorsement must be provided.