**Attachment I: General Contract Provisions – For the Selected Artist**

**Severn Center Art Projects**

1. The successful Artist will be required to purchase and maintain insurance protecting them from claims under worker’s compensation acts and other employee benefits acts. The insurance should also protect all persons involved in the project from claims for personal injury and property damage which may arise out of or result from operations during construction, whether such operations be by the architect, engineer or by any subcontractor’s operations or anyone directly or indirectly employed by any of them. The insurance shall be written for not less than the following coverage:

The successful Artist shall carry sufficient insurance coverage to protect grant asset from loss due to theft, fraud, and/or undue physical damage at the following insurance coverage:

1. commercial general liability;
2. automobile liability insurance if you will be utilizing vehicles in developing and installing the work;
3. as applicable, worker’s compensation statutory benefits as required by the laws of the State of Maryland and employee’s liability coverage with limits of at least $100,000 each accident, $100,000 employee disease, and $500,000 disease policy limits; and

The successful Artist shall furnish ACDS with certificates evidencing the type, amount, class of operations and effective dates and dates of expiration of the insurance policies required. The insurance coverage certification shall include substantially the following statement, “The insurance covered by this certification shall not be canceled or materially altered, except after thirty (30) consecutive calendar days from when a written notice has been delivered to ACDS and Anne Arundel County whom shall be named as an additional insured in all insurance policies on a primary basis. In addition, the Corporation must be provided with an additional insured form number CG 20 10 11 85 or a relative equivalency for all liability policies, except for worker’s compensation and automobile liability policies. Additional insured status to remain in effect for the term of the contract, including the warranty period.

1. Prior to entering into an Agreement with ACDS, the successful Artist must provide a completed W-9 form to ACDS.
2. ACDS requires the successful Artist to remain in strict compliance and adhere to an approved scope of services as it applies to the project.
3. The Artist may withdraw the proposal after 60 consecutive calendar days of ACDS receipt of the bid if no award has been made.
4. As required by Maryland Law, all foreign corporations doing business within the State of Maryland are required to be registered with the State Department of Assessments and Taxation. In order to be eligible to contract with ACDS, compliance with the law is mandatory.
5. The successful Artist will not discriminate in any manner against any employee or applicant for employment on the basis of race, creed, color or national origin; and is obligated to include a similar requirement in all subcontracts, except subcontracts for standard commercial supplies or raw materials. In addition, the architect/engineer and all team members shall agree to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of the non-discrimination clause.
6. Any and all normally anticipated expenses and materials which are related to the provision of the services must be included within the cost proposal. Expenses and materials which are to be included in the cost proposal are: (a) all electronic transmission fees; (b) office overhead; (c) travel time and expenses; (d) photographic expenses; (e) postage, shipping, delivery and messenger services; and (f) any other expense resulting directly from performance of services.
7. The successful Artist shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the services. The successful Artist shall comply with all applicable laws and regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection.
8. The selected Artist shall prepare a scope of work to be included in the contract prepared by the selected Artist.
9. The selected Artist shall submit invoices for review and approval by ACDS upon completion of services identified in the description of required services. The Artist should anticipate payment of approved invoices within thirty (30) consecutive calendar days.
10. The scope of services to be performed by the Consultant for each phase must be completed within the time frame established in the description of required services or as mutually agreed.
11. The selected Artist will be responsible for compliance with the attached requirements and conditions listed in the Federal Requirements for Professional Services Contracts Related to Construction Projects of $100,000, which can be found HERE.
12. In the event the selected Artist hires construction workers to install the mosaic or mural, then these workers will be covered by federal labor standard provisions, including the preparation and submittal to ACDS of weekly payroll forms and paying workers in accordance with the attached prevailing Davis Bacon wage rates. Do not hire any laborers before discussing with ACDS.