



Solicitation No. XXXXX
Contract Number: XXXXX

UNIVERSITY OF MARYLAND, COLLEGE PARK
DEPARTMENT OF PROCUREMENT & STRATEGIC SOURCING
COLLEGE PARK, MARYLAND 20742-6050

ARTWORK CONTRACT

This Artwork Contract is entered into the XXth day of XXXX, Two Thousand Twenty XXXX between [ARTIST] (hereinafter referred to as the “Contractor”), party of the first part; and, the **University of Maryland**, (hereinafter referred to as the “University”).

1. **SCOPE**: The Contractor’s obligations and duties under this Contract shall be defined as the terms, conditions and specifications contained in Solicitation No. XXXX and any amendments or changes thereto (“Solicitation Documents”), Section 00700 - Standard General Conditions of Public Art Project dated July 2016 (attached as Exhibit A) as well as the Contractor’s proposal documents (Resumes-Bios and Qualifications, Undated -attached as Exhibit B) submitted in response to the aforementioned RFQ, which are incorporated by reference and made part of this Contract. These obligations and duties are subject to the unilateral right of the University to order, in writing, changes in the work within the scope of the Contract.

The Contractor will create, document, and install the following:
(hereinafter referred to as the “Artwork”).

- A. The Contractor shall perform all services and furnish all supplies, materials and equipment as necessary to design, execute, and fabricate the Artwork as defined and presented in the Contractor's proposal, including transportation and installation of the Artwork at the site on the [University] campus at the [Facility] Building referenced in Solicitation #XXXX (hereinafter referred to as the “XXXX” or the “Work Site”).
- B. The Contractor shall determine the artistic expression, scope, design, color, size, material, texture of the Artwork as presented to and approved by the University. The Contractor represents to the University that the Artwork is unique and original, and designed specifically for the Work Site and has not and will not be duplicated without the University’s prior permission.
- C. If required before creation of the Artwork and its base, the Contractor will deliver to the University structural drawings certified by a Maryland licensed professional engineer. The certified drawings will establish the engineering soundness of the Artwork and the proposed installation of the Artwork at the Work Site. The

University must approve the certified drawings before any work begins on the fabrication of the Artwork.

D. The University shall provide the Contractor the following:

1. Access to the Work Site. In collaboration with the University's Construction Manager and/or the University, the University shall permit the Contractor physical entry onto the University's campus to install the Artwork in the [SEASON] of XXXX, for approximately eight (8) weeks, 12 hours per day. The Contractor's work area for installation will not be disturbed or made unavailable while the Contractor is on site.
2. Storage. The Contractor may store its materials at the Work Site, at its own risk. If, however, a more secure storage location is needed, storage containers will be made available to the Contractor in the University's Construction Manager's fenced-in trailer complex, if still in place. The Contractor shall, in consultation with the University and/or the University's Construction manager, take reasonable precautions to secure the Work Site and its contents during the installation of the Artwork. The University shall have no liability to the Contractor for damages or loss of the Artwork during installation.
3. Utilities. The University will provide power and water to the Work Site. The University will have its Construction Manager for the XXX project bring the water supply and circuits to the center of the site or nearby as agreed upon and provide controls at the electrical panel to function with the lighting and other controls.
4. Incidentals. Parking is not guaranteed to be provided to the contractor. Any costs associated with parking will be borne by the contractor. Toilet facilities, waste and recycling facilities will be made available to the Contractor at the University's Construction Manager's trailer site or at an adjacent University building. Access to loading and unloading areas at or adjacent to the work site will be provided.

DI. The Contractor shall present to the University for its review and written approval of any changes within the scope, design, color, size, materials, textures, and/or location of the Artwork at the Work Site, or change of the project intent of the Artwork that is not permitted by or inconformity with the proposal approved by the University.

DII. The Contractor shall not implement or proceed with any proposed change(s) in scope, design, color, size, material, texture, and/or location of the Artwork until the University issues written approval.

DIII. The University agrees to provide and install the following:

1. An identification plaque designed by the Contractor for the Artwork.
- H. Design drawings must be approved by the University and stamped by a Maryland licensed structural engineer before preceding to the fabrication and installation phase.
- I. A Notice to Proceed (NTP) will be issued at the completion of each of the following phases:
 1. NTP for Phase One: Concept Design Development, as approved by the University, with this initial contract.
 2. NTP for Phase Two: Fabrication and Installation, as approved by the University
2. **TERM:** The term of this contract shall begin on June XX, XXXX and shall extend until final acceptance by the University under Section 4.D below, or submission of final payment to the Contractor by the University, whichever is later.
3. **COMPENSATION AND METHOD OF PAYMENT:** As compensation for satisfactory performance of the work described herein, the University will pay the Contractor an amount not to exceed \$XXX,000. This includes a not to exceed allowance of \$XXX,000 for fabrication and installation, and a lump sum fee of \$XX,000 for all other required work, paid on a schedule as provided below. It is understood that the fabrication may be subcontracted or performed directly by Contractor; if performed directly by Contractor, the rates payable for such work shall be as provided in Exhibit C – 20XX Hourly Rates for XXXXX attached hereto and incorporated herein.

The Contractor's Taxpayer Identification Number consisting of the Social Security Number for individuals and sole proprietors or the Federal Employer Identification Number for all other types of organization is: XX-XXXXXXX.

The Contractor shall be paid only for items or services that are specifically named in this contract. No additional costs for items or services will be paid by the University without its prior express written consent.

Subject to the University approvals described herein, the Contractor's fee shall be paid according to the following phases or portions thereof, while allowing for monthly partial payments as work progresses and is approved by the University. Payment of the installments shall constitute full and final payment to the Contractor.

NOTE: This is an example. Payment amount/percentage for each phase will be determined individually for each project with the selected artist

 - \$XX,000 (50% of Phase One Lump Sum Payment) – Payable upon finalization of this contract and issue of initial Notice to Proceed as provided in paragraph

1.I.1.and commensurate with work performed to date including the project schedule and kick-off meeting and open house.

- \$XX,000 (XX% of Phase One Lump Sum Payment) – Payable upon completion of the planning and final design of Artwork, final budget, work breakdown schedule, and project schedule and approval of same, as evidenced by a Notice to Proceed to Phase Two as provided in paragraph 1 .I.2.
- \$XXX,000 (XX% of Phase Two Lump Sum Payment) –Payable upon completion of fabrication of 30% of all Artwork components, including any preliminary required engineering, as approved by photos submitted to the University and/or a site visit by the University’s representative, as evidenced by a Notice to Proceed for the Final Phase as provided in paragraph 1 .I.2.
- \$XXX,000 (XX% of Phase Two Lump Sum Payment) – Payable upon completion of fabrication of 60% of all Artwork components, as approved by photos submitted to the University and/or a site visit by the University’s representative.
- Not to Exceed \$XXX,000 (XX% of Phase Two Fabrication Costs) – Payable within 30 days of submission of invoices for fabrication of 100% of all Artwork components, together with confirmation of progress of work, as approved by photos submitted to the University and/or a site visit by the University’s representative.
- \$XX,000 (Final XX% of Phase Two Lump Sum Payment) – Payable upon final completion and installation of the Artwork and delivery of item listed below in 4.B.

4. DELIVERY AND INSTALLATION:

- A. The installation date of the Artwork shall be determined by the parties as work at the Work Site progresses, but shall not be later than XXXX XX, 20XX (“Installation Date”). The installation date is based on (1) the Contract between the University and the Contractor being fully executed by XXXX XX, 20XX and (2) completion of all design evolution and final design acceptance by XXXX XX, 20XX. The University shall notify Contractor at its earliest convenience of the anticipated date on which the Work Site will be ready to accept installation of the Artwork, and following such notice, the Contractor shall notify the University, in writing, in advance and as agreed by all Parties, of the date when the Artwork is expected to be completed and when the Contractor expects to deliver and install the Artwork at the Work Site. The Contractor shall ensure that the Artwork is installed with appropriate permanent and anti-theft measures and/or devices to protect the Artwork from undue wear and/or damage and/or loss, per the University reviewed design documents. The Contractor may or may not contract with the

University's Construction Manager for certain aspects of the site work and installation at both parties' discretion; this work may be done prior or during the period of time the Contractor will be present on site for the final installation of the Artwork (approximately 8 weeks as noted under 1.D.1.)

- B. Within thirty (30) calendar days, (or no later than September XX, 20XX), unless noted otherwise below, after the installation and University final acceptance of the Artwork, the Contractor shall furnish the University and/or its agents with the following relating to the Artwork as completed and installed:
1. High resolution JPEGs of the Artwork with a minimum dpi of 300.
 2. Full written description of the artwork.
 3. A comprehensive list of all materials used in the creation of the Artwork, including any warranties, fabricator information, and other parties involved in the creation of the Artwork. Information regarding sustainable or locally sourced materials should be provided.
 4. Detailed final budget (45 days).
 5. Immediately upon installation and University final acceptance of the Artwork (0 days) the Contractor shall provide to the University preliminary written instructions for appropriate maintenance and preservation of the Artwork, including a proposed maintenance schedule. Final written instructions are due within 45 days.
- C. Delivery shall be made in sufficient time to complete the installation work by the date noted above. The University reserves the right to test any materials, equipment, supplies or services delivered to determine if the specifications have been met. The materials listed in the specifications shall be delivered to the work site or sites specified prior to or on the date specified in the solicitation. Any material that is defective or fails to meet the terms of the specifications shall be rejected. Rejected materials shall be promptly replaced by the Contractor.
- D. The Contractor shall advise the University in writing when all services required have been completed in conformity with the Proposal. The Contractor shall, prior to final acceptance of the Artwork, provide the University with lien and/or claim releases from contractor, subcontractors, and suppliers on the Project.
- E. The University shall notify the Contractor in writing of its final acceptance of the Artwork.

5. RESPONSIBILITY OF CONTRACTOR:

- A. The Contractor shall perform the services with that standard of care, skill and diligence normally provided by a Contractor in the performance of services similar to the services hereunder.
- B. Notwithstanding any review, approval, acceptance or payment for the services by the University, the Contractor and its licensed professional services providers shall be responsible for professional and technical accuracy of its work, design drawings, specifications and other materials furnished by the Contractor under this Contract.

6. GUARANTEES:

- A. The Contractor represents and warrants that the Artwork to be created: (a) is solely the result of the artistic effort of the Contractor; (b) is unique and original, except as otherwise disclosed in writing to the University; (c) is not a duplicate thereof, has not been accepted for sale elsewhere disclosed in writing; (d) does not infringe upon any copyright; and (e) is free and clear of any liens or claims from any source whatsoever. Notwithstanding the preceding, if the Artwork is part of a series, it may be used by Contractor in the future, but not the installed piece, which is unique to the Contract.
- B. The Contractor represents and warrants that: (a) the execution and fabrication of the Artwork will be performed in a professional manner; (b) the Artwork, as fabricated and installed will be free of defects in materials and workmanship, including any defects or qualities which cause or accelerate deterioration of the Artwork; and (c) reasonable maintenance of the artwork will not require procedures substantially in excess of those described in the maintenance recommendations to be submitted by the Contractor to the University hereunder.
- C. The warranties described in this Section shall survive for a period of one year after the final acceptance of the Artwork, with periodic required maintenance, by the University, according to the directions provided by the Contractor. The University shall give written notice to the Contractor of any breach of Contractor's warranty within ninety (90) days of the breach during the one-year period after final acceptance of the Artwork. The Contractor shall, at the request of the University, and at no cost to the University, cure reasonably and promptly the breach of any such warranty, which is repairable by the Contractor and which repair is consistent with accepted practices of professional conservation (including, for example, repair by means of restoration, refurbishing or recreation of part or all of the Artwork). The Contractor shall also make good all damages caused to other work or materials in the process of complying with this Section.

7. **INVOICING:** All invoices shall be forwarded directly to:

University of Maryland, College Park
Department of Planning & Construction
0600 Service Building
7757 Baltimore Avenue
College park, MD 20742

to the satisfaction of the University's designated representative and shall be payable as provided. The work shall be delivered free from all claims, liens, and charges whatsoever. The Contractor's Federal Employer Identification Number or Social Security number, the Project number and the Contract number must be included on the face of all invoices billed to the University.

8. **PAYMENT OF UNIVERSITY OBLIGATIONS:** Payments to the Contractor pursuant to this contract shall be made no later than 30 days after the University's receipt of a proper invoice from the Contractor. Charges for late payment of invoices, other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, or by Public Service Commission of Maryland with respect to regulated public utilities, as applicable are prohibited.

9. **LIABILITY:** All persons furnished by Contractor shall be considered solely its employees or agents and Contractor shall be responsible for payment of all unemployment, social security and other payroll taxes, including contributions from employees when required by law.

Contractor agrees to indemnify and save the University harmless from any claims or demands (including the costs, expenses, and reasonable attorney's fees on account thereof) that may be made: (1) by anyone for injuries to persons or damage to property resulting from Contractor's acts or omissions or those of persons furnished by Contractor or (2) by persons furnished by Contractor or Contractor's subcontractors under Workmen's Compensation or similar acts. Contractor also agrees to defend the University at its request, against any such claim or demand. The University agrees to notify Contractor promptly of any known written claims or demands against the University for which Contractor is responsible hereunder.

The University shall not assume any obligation to defend, indemnify, hold harmless, or pay Attorney's fees that may arise from or in any way be associated with the performance or operation of this agreement.

Contractor shall maintain, during the term thereof, Workmen's Compensation Insurance (to the extent the Contractor employs any employees), Public or General Liability Insurance, and if the use of automobiles is required, Automobile Public or General Liability Insurance. Contractor shall also require its subcontractors, if any, who may enter upon University premises to maintain such insurance. Contractor and its subcontractors shall furnish the University, when requested, with copies of policies

or other satisfactory proof of insurance in compliance with Section 6 (Insurance) of Exhibit A, incorporated herein by reference.

The Contractor shall assume all risk of loss or damage to the Artwork prior to its completion and installation as noted in paragraph 1.D.2. The University shall assume all risk of loss or damage to the Artwork after acceptance of the Artwork provided such loss or damages is not the Contractor's fault.

10. **COMPLIANCE WITH LAWS:** The Contractor hereby represents and warrants that:

- A. It is qualified to do business in the State of Maryland and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;
- B. It is not in arrears with respect to the payment of any monies due and owing the State of Maryland, or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Contract;
- C. It shall comply with all Federal, State and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract; and
- D. It shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract.

11. **UNIVERSITY WORK RULES:** Employees and agents of Contractor and any subcontractors shall while on the premises of the University, comply with all University rules and regulations including, where required by Government Regulations, submission of satisfactory clearance from the U.S. Department of Defense or other Federal Authority concerned.

Contractor shall acquaint itself with conditions governing the delivery, receiving and storage of materials at the work site if applicable to this work, as not to interfere with University operations. Contractor shall not stop, delay or interfere with University work schedule without the prior approval of the University's specified representative. Contractor shall provide and maintain sufficient covering to protect stock and equipment from the action of its work, if applicable.

12. **HARMONY:** Contractor shall be entirely responsible for working in harmony with all others on the work site when Contractor is working on the University's premises. Conversely, the University and its Construction Manager will be entirely responsible for working in harmony with the Contractor.

13. **MODIFICATIONS IN THE WORK:** This Contract may be amended with the consent of both parties. Amendments may not change significantly the scope of the Contract.
14. **NON-HIRING OF EMPLOYEES:** No official or employee of the State of Maryland, as defined under State Government Article, §§15-102, Annotated Code of Maryland, whose duties as such official or employee include matter relating to or affecting the subject matter of this contract, shall, during the pendency or term of this contract and while serving as an official or employee of the State become or be an employee of the contractor or any entity that is a subcontractor on this contract.
15. **DISPUTES:** This Contract shall be subject to the USM Procurement Policies and Procedures pending resolution of a claim. The Contractor shall proceed diligently with the performance of the contract in accordance with the procurement officer's decision.
16. **MARYLAND LAW PREVAILS:** The laws of the State of Maryland shall govern the interpretation and enforcement of this Contract.
17. **NON-DISCRIMINATION IN EMPLOYMENT:** The Contractor agrees: (a) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, or disability of a qualified individual with a disability; (b) to include a provision similar to that contained in subsection (a), above, in any subcontract except a subcontract for standard commercial supplies or raw materials; and (c) to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.
18. **SUSPENSION OF WORK:** The procurement officer unilaterally may order the Contractor in writing to suspend, delay or interrupt all or any part of the work for such period of time as he may determine to be appropriate for the convenience of the University. The Contractor will not be held responsible for possible timeline delays, increased costs, or other issues due to such a suspension itself.
19. **PRE-EXISTING REGULATIONS:** In accordance with the provisions of Section 11-206 of the State Finance and Procurement Article, Annotated Code of Maryland, the regulations set forth in USM Procurement Policies and Procedures in effect on the date of execution of this contract are applicable to this contract.
20. **DELAYS AND EXTENSIONS OF TIME:** The Contractor agrees to perform the work continuously and diligently and no charges or claims for damages shall be made by it for any delays or hindrances from any cause whatsoever, during the progress of any portion of the work specified in this contract.

Time extensions will be granted only for excusable delays that arise from unforeseeable causes beyond the control and without the fault or negligence of the

Contractor, including but not restricted to, acts of God, acts of the public enemy, acts of the State of Maryland in either its sovereign or contractual capacity, acts of another contractor in the performance of a contract with the State, fires, weather, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of either the Contractor or the subcontractors or suppliers.

21. COST AND PRICE CERTIFICATION:

- A. The Contractor by submitting cost or price information certifies that, to the best of its knowledge, the information submitted is accurate, complete, and current as of a mutually determined specified date prior to the conclusion of any price discussions or negotiations for: (1) A negotiated contract, if the total contract price is expected to exceed \$100,000, or a smaller amount set by the procurement officer; or (2) a change order or contract modification expected to exceed \$100,000, or smaller amount set by the procurement officer.
- B. The price under this contract and any change order or modification hereunder, including profit or fee, shall be adjusted to exclude any significant price increases occurring because the Contractor furnished cost or price information which, as of the date agreed upon between the parties, was inaccurate, incomplete, or not current.

22. TERMINATION FOR DEFAULT: If the Contractor fails to fulfill its obligations under this contract properly and on time, or otherwise violates any provision of the contract, the University may terminate the contract by written notice to the Contractor. The notice shall specify the acts of omissions relied on as cause for termination. All finished or unfinished supplies and services provided by the Contractor, shall at the University's option, become the University's property. The University shall pay the Contractor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and the State can affirmatively collect damages. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of USM Procurement Policies and Procedures.

23. TERMINATION FOR CONVENIENCE: The performance of work under this contract may be terminated by the University in accordance with this clause in whole, or from time to time in part, whenever the University shall determine that such termination is in the best interest of the University. The University will pay all reasonable costs associated with this contract that the Contractor has incurred up to the date of termination and all reasonable costs associated with termination of the Contract. However, the Contractor shall not be reimbursed for any anticipatory profits which have not been earned up to the date of termination. Termination hereunder,

including the determination of the rights and obligations of the parties, shall be governed by the provisions of the USM Procurement Policies and Procedures.

24. **FINANCIAL DISCLOSURE:** The Contractor shall comply with the provisions of Section 13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, which requires that every business that enters into contracts, leases or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate \$100,000 or more, shall within 30 days of the time when the aggregate value of these contracts, leases or other agreements reaches \$100,000, file with the Secretary of the State of Maryland certain specified information to include disclosure of beneficial ownership of the businesses.
25. **POLITICAL CONTRIBUTION DISCLOSURE:** Contractor shall comply with, and require its officers, directors, and partners to comply with, the provisions of Election Law Article, Annotated Code of Maryland, Section 14-101et seq. which requires that every person doing public business (as there defined), and every individual whose contributions are attributable to the person entering into such an agreement, during a calendar year in which the person receives cumulative consideration of \$200,000 or more from public business, shall file with the State Administrative Board of Election Laws a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election. The statement shall be filed with the State Administrative Board of Election Laws: (1) before a purchase or execution of a lease or contract by the State, a county, an incorporated municipality, or their agencies, and shall cover the preceding two calendar years; and (2) if the contribution is made after the execution of a lease or contract, then twice a year, throughout the lease or contract term on (a) February 5, to cover the 6-month period ending January 31; and (b) August 5, to cover the 6-month period ending July 31.
26. **CONTINGENT FEE PROHIBITION:** The Contractor, architect, or engineer (as applicable) warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for the Contractor, architect or engineer, to solicit or secure this agreement, and that it has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee or agent, any fee or any other consideration contingent on the making of this agreement.
27. **RETENTION OF RECORDS:** The Contractor shall retain and maintain all records and documents relating to this Contract for three years after final payment by the University hereunder or any applicable statute of limitations, whichever is longer, and shall make them available for inspection and audit by authorized representatives of the University, including the procurement officer or designee, at all reasonable times.
28. **TRUTH-IN-NEGOTIATION CERTIFICATION:** (Mandatory for architectural services or engineering services contracts over \$100,000.) The Contractor by

submitting cost or price information, including wage rates or other factual unit costs, certifies to the best of its knowledge, information and belief, that:

- A. The wage rates and other factual unit cost supporting the firm's compensation, as set forth in the proposal, are accurate, complete and current as of the contract date;
 - B. If any of the items of compensation were increased due to the furnishing of inaccurate, incomplete or non-current wages or other units of cost, the State is entitled to an adjustment in all appropriate items of compensation, including profit or fee, to exclude any significant sum by which the price was increased because of the defective data. The University's right to adjustment includes the right to a price adjustment for defects in costs or pricing data submitted by a prospective or actual subcontractor; and
 - C. If additions are made to the original price of the Contract, such additions may be adjusted to include any significant sums where it is determined the price has been increased due to inaccurate, incomplete or non-current wage rates and other factual costs.
29. **ETHICS:** The vendor is responsible to assure compliance with the Maryland Public Ethics Law, Title 5, General Provisions Article, Annotated Code of Maryland. In the event a violation of the Ethics Law occurs in connection with the Vendor's response of this solicitation or a resulting contract award to the vendor, the University reserves the right to (1) reject the Vendor's bid or proposal or (2) declare an event of default under the contract.
30. **COPYRIGHTS; MODIFICATION, DESTRUCTION OR REMOVAL OF ARTWORK:** The Contractor retains all rights under the Copyright Act of 1976, 17U.S.C. 101 et seq., and other rights in and to the Artwork, except ownership and possession and except as such rights are limited by this Contract. Because its final form is unique, the Contractor shall not make any 3-dimensional replications of the final artwork, nor shall the Contractor grant permission to others to do so except with the prior written permission of the University. The Contractor grants to the University and its successors an irrevocable license to make 2-dimensional reproductions of the Artwork for non-commercial purposes, including but not limited to reproductions used in advertising, brochures, media publicity, and catalogues or other similar publications.
- A. Contractor Reproduction Credit: The Contractor agrees to give ownership credit to the "Maryland Public Art Initiative and The Universities at Shady Grove", in any public showing of any reproductions or publications of Artwork.

B. All reproductions by the University shall credit the Contractor and include a copyright notice substantially in the following form: "© XXXXXXXX, installation date, date of publication".

C. Repairs and Restorations:

1. The University shall have the right to determine, after consultation with the Contactor, if available, and a professional conservator, when and if repairs and restorations to the Artwork will be made.
2. Repairs and restoration occurring one (1) years after the acceptance by University of the Artwork will be the responsibility of University.
3. The University will notify the Contractor in writing of any proposed significant alteration of the Artwork's site that would affect the intended character and appearance of the Artwork, including removal or relocation of the Artwork that might result in the Artwork being destroyed, distorted or modified. The University shall consult with the Contractor in the planning and execution of any such alteration. The Contractor shall have first right of refusal to accept the Artwork back.
4. All repairs and restorations shall be made in accordance with accepted practices of professional fine art conservation.
5. If the University determines that the Artwork must be moved from its location to remediate an imminent harm or hazard to the public, other than as a result of the University's failure to maintain the Artwork, the University may authorize the removal of the Artwork without the prior approval of the Contractor. In such a circumstance, however, the University agrees to provide such notice that the Artwork was moved to the Contractor as soon as practicable and consult on how it should be restored to public view.

31. **CONTRACT AFFIDAVIT:** The attached Contract Affidavit must be executed by an authorized representative of the Contractor and is incorporated by reference into this Contract.
32. **SPECIFICATIONS:** All materials, equipment, supplies or services shall conform to federal and State laws and regulations and to the specifications contained in the solicitation.
33. **TAX EXEMPTION:** The University is generally exempt from federal excise taxes, Maryland sales and use taxes, District of Columbia sales taxes, and transportation taxes. Exemption certificates shall be completed upon request. Where a contractor is required to furnish and install material in the construction or improvement of real

property in performance of a contract, the Contractor shall pay the Maryland Sales Tax and the exemption does not apply.

34. **ANTI-BRIBERY:** The Contractor warrants that neither it nor any of its officers, directors or partners, nor any employees who are directly involved in obtaining or performing contracts with any public body has been convicted of bribery, attempted bribery, or conspiracy to bribe, under the laws of any state or of the federal government or has engaged in conduct since July 1, 1997, which would constitute bribery, attempted bribery or conspiracy to bribe under the laws of any state or the federal government.
35. **EPA:** Materials, supplies, equipment, or services shall comply in all respects with the Federal Noise Control Act of 1972, where applicable.
36. **OSHA; MSDS:** All materials, supplies, equipment, or services supplied as a result of this Contract shall comply with the applicable U.S. and Maryland Occupational Safety and Health Act Standards. Pursuant to 29 CFR part 1910, where applicable, an MSDS for the products supplied or used in carrying out this Contract must be sent to:
- University of Maryland, College Park
Department of Planning & Construction
ATTN: Chip Merrill
0600 Service Building
7757 Baltimore Avenue
College park, MD 20742
37. **INTELLECTUAL PROPERTY:** Contractor agrees to defend upon request and indemnify and save harmless the University, 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.
38. **DRUG AND ALCOHOL FREE WORKPLACE:** The Contractor warrants that the Contractor shall comply with COMAR 21.11.08 Drug and Alcohol Free Workplace, and that the Contractor shall remain in compliance throughout the term of this Contract.
39. **MANDATED CONTRACTOR REPORTING OF SUSPECTED CHILD ABUSE & NEGLECT:** The University and the University System of Maryland (USM) are committed to protecting the safety and welfare of children who come into contact with the University's community. Maryland law contains mandatory reporting requirements for all individuals who suspect child abuse or neglect. See Maryland Code Annotated, Family Law Article, Sections 5-701 through 5-708. A copy of the above-referenced USM/UMD Policy and Procedures are available at: <https://www.president.umd.edu/administration/policies/section-vi-general-administration/vi-150>. The Policy and Procedures are incorporated herein.

Contractors performing work on campus also must comply with USM Board of Regents (BOR) VI-1.50 – *Policy on the Reporting of Suspected Child Abuse and Neglect, as well as the University's Procedures for Reporting Suspected Child Abuse and Neglect*. Specifically, contractors performing work on campus must report suspected child abuse or neglect orally or in writing to: (a) the local department of social services or law enforcement agency; and (b) the University President's Designee (i.e. the University's Chief Accountability Officer), if the suspected child abuse or neglect: (i) took place in the University's facilities or on the University's property; (ii) was committed by a current or former employee or volunteer of the USM; (iii) occurred in connection with a University' sponsored, recognized or approved program, visit, activity, or camp, regardless of location; or (iv) took place while the victim was a registered student at the University.

The University reserves the right to terminate this contract if Contractor fails to comply with the above-referenced policy or procedures, or if, in the judgment of the University, termination is necessary to protect the safety and welfare of children who come into contact with the University community.

40. **ENTIRE CONTRACT:** This Contract represents, in its entirety, the mutual understanding of the parties. This Contract supersedes any and all prior understandings and agreements, either written or oral, between the Agency and Contractor. No subsequent agreements or modifications hereof, whether expressed or implied, shall bind the parties unless the same be in writing and signed by the parties.

AGREED TO:

CONTRACT AFFIDAVIT

A. AUTHORITY

I HEREBY AFFIRM THAT:

I, _____ (print name), possess the legal authority to make this Affidavit.

B. CERTIFICATION OF REGISTRATION OR QUALIFICATION WITH THE STATE

DEPARTMENT OF ASSESSMENTS AND TAXATION

I FURTHER AFFIRM THAT:

The business named above is a (check applicable box):

- (1) Corporation — ☐ domestic or ☐ foreign;
- (2) Limited Liability Company — ☐ domestic or ☐ foreign;
- (3) Partnership — ☐ domestic or ☐ foreign;
- (4) Statutory Trust — ☐ domestic or ☐ foreign;

(5) ☐ Sole Proprietorship.

and is registered or qualified as required under Maryland Law. I further affirm that the above business is in good standing both in Maryland and (IF APPLICABLE) in the jurisdiction where it is presently organized, and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation. The name and address of its resident agent (IF APPLICABLE) filed with the State Department of Assessments and Taxation is:

Name and Department ID Number: _____

Address: _____

and that if it does business under a trade name, it has filed a certificate with the State Department of Assessments and Taxation that correctly identifies that true name and address of the principal or owner as:

Name and Department ID Number: _____

Address: _____

Pursuant to §7-201 et seq. of the Corporation and Associations Article of the Annotated Code of Maryland, corporations not incorporated in the State of Maryland shall be registered with the State Department of Assessments and Taxation, 301 West Preston Street, Baltimore, Maryland 21201 before doing any interstate or foreign business in this State. *NOTE: The forms for registration are*

available from the website <http://www.dat.state.md.us/sdatweb/sdatforms.html>. For further help call (410) 767-1340 or **email:** charterhelp@dat.state.md.us.

C. FINANCIAL DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, the provisions of State Finance and Procurement Article, §13-221, Annotated Code of Maryland, which require that every business that enters into contracts, leases, or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate \$100,000 or more shall, within 30 days of the time when the aggregate value of the contracts, leases, or other agreements reaches \$100,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

NOTE: The financial disclosure form is available under on the following web site: <http://www.sos.state.md.us/PublicDisclosure.aspx>. For further information, go to <http://www.sos.state.md.us>

D. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, Election Law Article, §§14-101 — 14-108, Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State of Maryland, including its agencies or a political subdivision of the State, during a calendar year in which the person receives in the aggregate \$100,000 or more shall file with the State Board of Elections a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election.

NOTE: The political contribution disclosure form is available at http://www.elections.state.md.us/campaign_finance/disclosure_of_contributions.html. Frequently asked questions and answers are available from this website.

E. DRUG AND ALCOHOL FREE WORKPLACE

(Applicable to all contracts unless the contract is for a law enforcement agency and the agency head or the agency head's designee has determined that application of COMAR 21.11.08 and this certification would be inappropriate in connection with the law enforcement agency's undercover operations.)

I CERTIFY THAT:

- (1) Terms defined in COMAR 21.11.08 shall have the same meanings when used in this certification.
- (2) By submission of its bid or offer, the business, if other than an individual, certifies and agrees that, with respect to its employees to be employed under a contract resulting from this solicitation, the business shall:
 - (a) Maintain a workplace free of drug and alcohol abuse during the term of the contract;
 - (b) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of drugs, and the abuse of drugs or alcohol is prohibited in the business' workplace and specifying the actions that will be taken against employees for violation of these prohibitions;
 - (c) Prohibit its employees from working under the influence of drugs or alcohol;
 - (d) Not hire or assign to work on the contract anyone who the business knows, or in the exercise of due diligence should know, currently abuses drugs or alcohol and is not actively engaged in a bona fide drug or alcohol abuse assistance or rehabilitation program;
 - (e) Promptly inform the appropriate law enforcement agency of every drug-related crime that occurs in its workplace if the business has observed the violation or otherwise has reliable information that a violation has occurred;
 - (f) Establish drug and alcohol abuse awareness programs to inform its employees about:
 - (i). The dangers of drug and alcohol abuse in the workplace;
 - (ii). The business's policy of maintaining a drug and alcohol free workplace;
 - (iii). Any available drug and alcohol counseling, rehabilitation, and employee assistance programs; and
 - (iv). The penalties that may be imposed upon employees who abuse drugs and alcohol in the workplace;
 - (g) Provide all employees engaged in the performance of the contract with a copy of the statement required by §E (2) (b), above;
 - (h) Notify its employees in the statement required by §E (2) (b), above, that as a condition of continued employment on the contract, the employee shall:
 - (i). Abide by the terms of the statement; and

- (ii). Notify the employer of any criminal drug or alcohol abuse conviction for an offense occurring in the workplace not later than 5 days after a conviction;
 - (i) Notify the procurement officer within 10 days after receiving notice under §E (2) (h) (ii), above, or otherwise receiving actual notice of a conviction;
 - (j) Within 30 days after receiving notice under §E (2) (h) (ii), above, or otherwise receiving actual notice of a conviction, impose either of the following sanctions or remedial measures on any employee who is convicted of a drug or alcohol abuse offense occurring in the workplace:
 - (i) Take appropriate personnel action against an employee, up to and including termination; or
 - (ii) Require an employee to satisfactorily participate in a bona fide drug or alcohol abuse assistance or rehabilitation program; and
 - (k) Make a good faith effort to maintain a drug and alcohol free workplace through implementation of §E (2) (a)—(j), above.
- (3) If the business is an individual, the individual shall certify and agree as set forth in §E
- (4) below, that the individual shall not engage in the unlawful manufacture, distribution, dispensing, possession, or use of drugs or the abuse of drugs or alcohol in the performance of the contract.

I acknowledge and agree that:

- (a) The award of the contract is conditional upon compliance with COMAR 21.11.08 and this certification;
- (b) The violation of the provisions of COMAR 21.11.08 or this certification shall be cause to suspend payments under, or terminate the contract for default under COMAR 21.07.01.11 or 21.07.03.15, as applicable; and
- (c) The violation of the provisions of COMAR 21.11.08 or this certification in connection with the contract may, in the exercise of the discretion of the Board of Public Works, result in suspension and debarment of the business under COMAR 21.08.03.

F. CERTAIN AFFIRMATIONS VALID

I FURTHER AFFIRM THAT:

To the best of my knowledge, information, and belief, each of the affirmations, certifications,

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY
THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE
BEST OF MY

Date: XXXXXXXX

____ (printed name of Authorized Representative and Affiant)

_____ (signature of Authorized Representative and Affiant)

EXHIBIT A

SECTION 00700

UNIVERSITY OF MARYLAND

STANDARD GENERAL CONDITIONS OF

PUBLIC ART PROJECT

SEPTEMBER 2017 EDITION

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SECTION 1: DEFINITIONS AND RESPONSIBILITIES

1.01 DEFINITIONS (these definitions shall apply to the entire contract unless specifically noted):

"Artist" -- means the individual artist or artistic teams (Artist) that responded to the University's solicitation and was awarded the contract to design and install site-specific artwork for the **Universities at Shady Grove** as described in the solicitation documents **#XXXXX-F**. The term Artist includes the definition of Contractor defined below.

"Change Order" -- A written order signed by the responsible procurement officer, directing a contractor to make changes in implementation of the project which the contract authorizes the procurement officer to order with or without the consent of the contractor.

"Contract" -- The written agreement executed between the University and the Contractor, covering the performance of the work and furnishing of labor, services, equipment, and materials, and by which the University is obligated to compensate him therefore at the mutually established and accepted rate or price. The Contract shall include the RFP, the proposal, contract forms and bonds, as applicable, these Standard Conditions, and special conditions pertaining to work on the campus involved, specifications, addenda, supplemental specifications, all special provisions, all technical provisions, all plans and notices to proceed, any written change orders and supplemental agreements that are required to complete the work in an acceptable manner, including authorized extensions thereof, and any other matter agreed to as being part of the contract in a component of the contract. (Said documents are sometimes referred to as the "contract documents.")

"The Contractor" -- The person or organization having direct contractual relation with the University for the execution of the "Work." If the Contractor hereunder is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder. The Contractor shall indicate its Federal Tax Identification or Social Security Number following its name on the first page of the Contract. The term Contractor includes the definition of Artist defined above.

"Contract Time and Completion Date" -- The number of calendar days shown in the specifications indicating the time allowed for the completion of the work contemplated in the Contract. In case a calendar date of completion is shown, instead of the number of calendar days, such work shall be completed on or before that date.

"Day" -- Means calendar day unless otherwise designated.

"Notice to Proceed" -- A written notice to the Contractor of the date on or before which he shall begin the prosecution of the work to be done under the Contract.

"Owner" -- means the University as defined below.

"Procurement Officer" -- The person designated by the President and authorized by the University in accordance with law or regulations to formulate, enter into, or administer contracts or make written determinations and findings with respect to them.

"Project" -- The Project is the total work performed under the Contract Documents which may be the whole or a part and which may include work by the University or by separate contractors.

"Repair" -- Where used in these contract documents shall be taken to mean to restore after injury, deterioration, or wear; to mend, to renovate by such means as appropriate and to supply such materials and labor as necessary to render the item to be repaired sound, solid, true, plumb, square, even, smooth and fully serviceable. Upon completion of such repair it must be, unless otherwise stated, rendered to such conditions as to present a first class finished work, or in instances where the repaired item serves as a base for additional finish, the repaired work must be such as to permit a first class finish, to be applied without extra cost to the University. When the word "repair" is used in connection with machinery or mechanical equipment it shall mean, in addition to the above, rendering the equipment completely serviceable and efficient ready for normal use for which it was intended originally.

"State" -- Refers to the State of Maryland.

"University" -- Refers to the University of Maryland, a body corporate and an agency of the State of Maryland. In particular, the University refers to the University of Maryland, College Park.

"Work" -- Work shall be understood to mean the furnishing of all labor, materials, equipment, services, utilities, and other incidentals necessary to the successful completion of the project and the carrying out of all the duties and obligations imposed by the Contract. Work shall have the same meaning as Artwork in the Contract.

"Written Notice" -- Shall be deemed to have been duly served if delivered in person to the individual or to the member of the firm or to an office of the corporation to whom it is intended, or if delivered to or sent by registered mail, to the last business address known to him who gives notice.

SECTION 2: AWARD AND EXECUTION OF CONTRACT:

- 2.1 **EXECUTION OF THE CONTRACT:** After a Notice of Award has been issued, the University's Department of Procurement Services shall forward the formal contract form and other applicable contract forms, if any, to the Contractor for execution. The Contractor shall execute the Contract form and other applicable forms and return them along with required certificate(s) of insurance to the Department of Procurement Services within ten (10) days after receipt of same.

After receipt of the properly executed Contract form and other applicable contract forms, the Department of Procurement Services will execute the Contract and forward the Contractor a copy.

The Contract shall not be in effect until and unless it is executed by all parties.

- 2.2 **FAILURE TO EXECUTE CONTRACT:**

If the Contractor fails to execute the contract, the University reserves the right to proceed against the Contractor for any damages it has incurred.

- 2.3 **UNAUTHORIZED WORK:**

Contractor shall not be paid for any work not authorized in writing by the Department of Procurement Services.

SECTION 3: CONTROL OF THE WORK:

- 3.1 **CONFORMITY WITH CONTRACT REQUIREMENTS:**

- A. All work performed and all materials furnished by the Contractor shall be in conformity with the Contract requirements.
- B. In the event the University finds the materials or the finished product in which the materials are used or the work performed are not in complete conformity with the Contract requirements and have resulted in an inferior or unsatisfactory product, the work or materials shall be removed and replaced or otherwise corrected by and at the expenses of the Contractor.

- 3.2 **ADJACENT WORK:**

The University shall have the right, at any time, to Contract for and perform other work on, near, over, or under the work covered by the Contract. In addition, other work may be performed under the jurisdiction of another State agency. The

Contractor shall cooperate fully with such other Contractors and carefully fit his own work to such other as may be directed by the University.

3.3 CONTROL BY THE CONTRACTOR:

- A. The Contractor shall constantly maintain efficient supervision of the work, using his best skill and coordinating ability.
- B. The Contractor shall meet with the University and its designated agents as needed during the installation work.

3.4 AUTHORITY AND DUTIES OF UNIVERSITY INSPECTORS:

- A. The University and its designated agent(s) shall be authorized to inspect all work done and all material furnished. Such inspection may extend to all or any part of the work and to the preparation, fabrication, or manufacture of the materials to be used. The inspector is not authorized to revoke, alter, or waive any requirements of the Contract, nor is he authorized to approve or accept any portion of the complete project. He is authorized to call the attention of the Contractor to any failure of the work or materials to conform to the contract. He is authorized to reject materials or suspend the work until any questions at issue can be referred to and decided by the University. Inspectors shall perform their duties at such times and in such manner as will not unnecessarily impede progress on the Contract.
- B. Any advice which the inspector may give the Contractor shall not be construed as binding the University in any way or releasing the Contractor from fulfilling all the terms of the Contract. The duty of the inspector on the project is to observe the progress of the work and to report any deviations or concerns; however, should the inspector fail to report any such deviation from the Contract requirements, this does not release the Contractor from fulfilling all of the terms of the Contract.
- C. Where there is disagreement between the Contractor and the inspector, the inspector will immediately direct the University's attention to the issues of disagreement to be addressed with the Contractor.

3.5 REMOVAL OF DEFECTIVE WORK:

- A. All work and materials which do not conform to the requirements of the Contract will be considered unacceptable.

- B. Any unacceptable or defective work, whether the result of poor workmanship, use of defective materials, damage through carelessness or any other cause, found to exist shall be removed and replaced by work and materials which shall conform to the Contract requirements or shall be remedied otherwise in an acceptable manner authorized by the University.
- C. Upon failure on the part of the Contractor to comply promptly with any order of the University, made under the provisions of this section, the University shall have authority to cause defective or unacceptable work to be remedied or removed and replaced and unauthorized work to be removed and to deduct the costs from any monies due or to become due the Contractor under this Contract.

3.6 MAINTENANCE OF WORK DURING THE PROJECT:

The Contractor shall maintain the work during the project and until acceptance. This maintenance shall be continuous and effective, prosecuted with adequate equipment and forces to the end that all parts of the work be kept in satisfactory condition at all times and protected from damage of any kind from external sources.

3.7 AUTHORITY OF OFFICE OF ENVIRONMENTAL HEALTH AND SAFETY

- A. The University of Maryland's Office of Environmental Health and Safety ("EHS") is responsible for promoting a safe and healthful work environment for the project and for assuring compliance with Federal and State environmental protection regulations and University safety and health practices. In carrying out these responsibilities, EHS shall be authorized to inspect the project, all work done and being done, and all material to be furnished and being furnished. In the event that EHS uncovers an unsafe condition, EHS is authorized to suspend work (after notice to the Procurement Officer) until the unsafe condition is cured by the Contractor. The "unsafe condition" shall mean any practice that represents a significant risk of injury or health hazard to University employees, a significant adverse environmental impact or a physical hazard which could result in damage to University property and/or the public. The authority of EHS is in addition to any other rights of the University set forth herein.
- B. Prior to the Contractor proceeding with the Work, he is to submit proof of a Confined Space Program, if applicable, to the University's Office of Environmental Health and Safety for verification.

3.8 IDENTIFICATION:

- A. The Contractor shall obtain identification for its employees from the University. Costs are the Contractor's responsibility. The University Project Manager must approve all applications for campus identification. Employee identification of work persons assigned to the University Project shall be visible at all times.
- B. All vehicles and mobile equipment shall be identified with the Contractor's name displayed in a highly visible manner.
- C. The Contractor shall require all trade contractors' personnel to wear identification badges at all times on campus.

3.9 NOISE CONTROL:

- A. The Contractor shall execute the Work in this Contract as quietly as practicable to avoid unnecessary disturbances. Use of portable radios or tape recorders will not be allowed on the premises.
- B. Any complaints duly registered by the University of unacceptable noise levels shall be cause for the use of special precautions and methods of operation by the Contractor to reduce noise to acceptable levels. The University shall be the sole judge of the tolerability of noise levels.

3.10 PARKING:

Parking of employees of the Contractor and/or subcontractor(s) is the responsibility of the applicable Contractor and/or subcontractor. The University's Parking Office may be contacted as to designated public parking facilities on campus with any costs thereof to be borne by the Contractor or subcontractor, dependent on whose employees utilize such public parking.

SECTION 4: MATERIALS:

4.1 GENERAL:

- A. All materials shall meet all quality requirements of the Contract.
- B. Proof of Quality -- The Contractor shall, if requested, furnish satisfactory evidence as to the kind and quality of materials either before or after installation.

4.2 STORAGE AND HANDLING OF MATERIALS:

- A. Materials shall be so stored as to assure the preservation of their quality and acceptability for the work.
- B. Materials shall be handled in such a manner as to preserve their quality and acceptability for the work.
- C. Paints
 - (1) Oil base paints and inflammable liquids shall not be stored in large quantities on the project. Containers shall be limited to five (5) gallon size. Any liquid with a flash of point of less than one hundred (100) shall be contained in safety cans, UL approved. Liquid with a higher flash point shall be stored in rigid cans. Glass containers shall not be used.
 - (2) Oily rags, waste, etc., must be removed from the work site at the close of each working day.

4.3 TAXES:

The Contractor shall be responsible for any and all applicable federal, state, and local taxes arising or resulting from the performance of services under this Contract.

4.4 HAZARDOUS MATERIALS:

- A. The use or handling of regulated materials, including asbestos or PCB, shall be strictly governed by Federal, State and Local regulations.
- B. No Contractor furnished material or product containing any asbestos in any form may be used on this project.

4.5 BUY AMERICAN STEEL

Only steel products made in the United States shall be used or supplied in the performance of the Contract or any subcontract. Steel products include products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated, or otherwise similarly processed from steel made in the United States. This requirement shall not apply if the University has determined that the cost of such steel products is unreasonable or inconsistent with the public interest and has communicated this determination in writing to the Contractor. The provisions of this Section shall not apply where they are in conflict with any Federal grant or regulation affecting this Contract.

SECTION 5: LEGAL RELATIONS AND RESPONSIBILITIES:

- A. The Contractor shall keep fully informed of all Federal, State, and Local laws, ordinances, and regulations and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any manner affect those engaged or employed on the work or which in any way affect the conduct of the work. He shall at all times observe and comply with all such laws, ordinances, regulations, orders, and decrees. He shall protect and indemnify the University and the State of Maryland and its representatives against such claim or liability arising from or based on the violation of any law, ordinance, regulation, order, or decree, whether by himself or his employees or subcontractors.
- B. The Contractor must comply with the provisions of the Workmen's Compensation Act and Federal, State, And City laws relating to hours of labor.
- C. The provisions of this Contract shall be governed by the laws of Maryland.

SECTION 6: INSURANCE

6.1 CONTRACTOR'S LIABILITY INSURANCE:

- A. The Contractor is responsible for maintaining insurance

coverage for claims and losses for both personal injury and property damage arising from performance under this Contract.

- B. The Contractor's insurance coverage shall be with a company authorized to do business in the State of Maryland and in any other state(s) in which the Artwork will be created with insurer having a minimum Best's rating of Class A for the policyholder's rating and Class IX for the financial rating. Such coverage shall include the Contractor's employees, workmen's compensation insurance, automobile liability insurance and public liability insurance in the amount of \$1,000,000 per occurrence and \$2,000,000 in the aggregate for bodily injury and property damage subject to no contractual limitation other than those found in a standard ISO Commercial General Liability form; Workers compensation insurance coverage for Contractor's employees at a limit of \$500,000 each employee, \$500,000 each accident or statutory requirements whichever is higher limit.
- C. All insurance except Workmen's Compensation shall name the University of Maryland and the State of Maryland as an additional insured.
- D. Satisfactory proof of purchase of insurance shall be furnished on the Accord format for certificates. Certificates must be amended to indicate: "Should any of the described policies be canceled before the expiration date thereof, or non-renewed, the issuing company will give thirty (30) days prior written notice to the certificate holder, and ten (10) days' prior written notice for non-payment of the premium." Each Certificate should indicate the insurer, the appropriate policy number(s), the policy expiration date(s), the limits of liability in effect, and the Best's rating and financial rating of the insurer. A certificate will be accepted only if signed by an authorized representative of the insurer.
- E. No work shall be started at the site until appropriate certificates of insurance are filed with and approved by the procurement officer.

SECTION 7: PROSECUTION AND PROGRESS OF THE WORK:

7.1 NOTICE TO PROCEED:

After the Contract has been executed, the University will issue to the Contractor a "Notice to Proceed" and this notice will stipulate the date on or before which the Contractor is expected to begin work. The specified Contract time shall begin on the day stipulated in the "Notice to Proceed". Any preliminary work

started or materials ordered before receipt of the "Notice to Proceed", shall be at risk of the Contractor.

7.2 PROSECUTION OF THE WORK:

- A. Time is an essential element of the Contract and all time limits in the Contract documents are of the essence of the Contract. Contractor shall prosecute the work and its obligations under the contract vigorously until full completion.
- B. The date of commencement of work is the date established in a Notice to Proceed authorized by the procurement officer, however time limits shall commence pursuant to Section 7.01.
- C. It is expressly understood and agreed by and between the Contractor and the University that the time for the completion of the work is a reasonable time for completion of the same, taking into consideration the average climatic range and the usual business conditions prevailing in the locality of the project.

7.3 CONTRACTOR'S RIGHT TO STOP WORK OR TERMINATE CONTRACT:

If the work should be stopped under an order of any court, or other public authority, for a period of three (3) months, through no act or fault of the Contractor, or of anyone employed by him, or if the University should fail to issue any certificate for payment within seven (7) days after it is due, then the Contractor may, upon seven (7) days' written notice to the University's Office of Facilities Management, stop work or terminate this Contract and receive from the University payment of all complete work in accordance with the contract.

7.4 COMPLETION AND FINAL INSPECTION:

- A. When the Artwork is completed, the Contractor shall notify the University that the work will be ready for the final inspection on a definite date. Sufficient notice shall be given to permit the University to schedule the final inspection.
- B. On the basis of the inspection, the University determine that the status of the work.
- C. The University shall fix the time within which the Contractor shall complete any remaining items of work which may be indicated on a list prepared by the University. If the Contractor fails to complete the remaining items so listed in the time stipulated the University shall have the

undisputed right to complete the work and deduct any cost incurred from any monies retained under the Contract.

- D. Final payment shall not be made until all Contract work is complete to the satisfaction of the University's Office of Facilities Management.

7.5 SUSPENSION OF THE WORK

- A. The procurement officer may order the Contractor in writing to suspend, delay, or interrupt all or any part of the work for a period of time as he may determine to be appropriate for the convenience of the University.
- B. If the performance of all or any part of the work is for an unreasonable period of time, suspended, delayed, or interrupted by an act of the procurement officer in the administration of the Contract, or by his failure to act within the time specified in this Contract (or if no time is specified, within a reasonable time), an adjustment shall be made for any increase in the cost of performance of this Contract (excluding profit) necessarily caused by an unreasonable suspension, delay, or interruption, and the Contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent (1) that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor or (2) for which an equitable adjustment is provided for excluded under any provision of this Contract.
- C. No claim under this clause shall be allowed (1) for any costs incurred more than 20 days before the Contractor shall have notified the procurement officer in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order), and (2) unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of a suspension, delay, or interruption, but not later than the date of final payment under the Contract.

END OF GENERAL CONDITIONS SECTION FOR PUBLIC ARTS PROJECT