

THE CITY OF SMYRNA
2800 KING STREET
SMYRNA, GEORGIA 30080
INVITATION TO SUBMIT PROPOSALS
CALL TO ARTISTS
REQUEST FOR PROPOSALS FOR
VINYL WRAPPED TRAFFIC SIGNAL CABINET

The City of Smyrna is seeking 4 artists or artist teams based in the Atlanta Metropolitan area to conceptualize and implement unique designs on 4 traffic signal cabinets in Smyrna, Georgia. The City is seeking artistic excellence and innovation in past artwork, especially in similar settings. The artist(s) must be able to work in collaboration with a Project Team made up of the representatives from the City of Smyrna, the project designer, the departments responsible for the site, city leadership and the community.

Qualifications will be received **no later than 3:00 PM on Friday, August 8, 2025.** Qualifications may be submitted electronically. Complete submission instructions are described

QUESTIONS: Email questions, inquiries or clarifications shall be submitted to anna@designinglocal.com no later than 3:00 PM on Friday, July 31, 2025.

The City of Smyrna reserves the right to accept or reject any or all submissions and award in the best interest of the City.

General Instructions

1. Qualifications must be received no later than the time and date indicated in the Request for Qualifications. Any proposal received after that time will not be considered.
2. The City of Smyrna is a tax-exempt Municipal Corporation. No sales tax will be charged on any products or services. The City's FEI number is **58-6000664**.
3. The City of Smyrna reserves the right to waive any and all technicalities, formalities or irregularities. The City may also accept or reject any or all Proposals and award the bid to the lowest responsive and responsible proposer in the best interest of the City. The City may reject the Proposal of any vendor that has previously failed to perform properly or complete

on time, contracts of a similar nature. Proposals by a vendor that, in the sole opinion and discretion of the City of Smyrna, is not in the position to fulfill the contract may also be rejected.

Insurance Requirements

Upon Award, Contractor shall present a Certificate of Insurance naming the City of Smyrna as Additional Insured. Contractor shall be responsible for all injuries or damages of any kind resulting from his work, to persons or property.

Certificate of Insurance

Certificate of Insurance in compliance with the minimum requirements of the State of Georgia to include worker's compensation. Contractor shall present a Certificate naming the City of Smyrna as Additional Insured.

Contractor shall be responsible for all injuries or damages of any kind resulting from his work, to persons or property. The minimum insurance requirements are as follows:

- a. Commercial General Liability Coverage for personal injury and/or property damage with a minimum limit of \$1,000,000 per occurrence.
- b. Commercial Excess Umbrella for liability for bodily injury and/or property damage and in excess over other coverage in an amount of at least \$2,000,000 combined single limit.
- c. Worker's Compensation and Employers Liability – Statutory coverage at a minimum of \$100,000 per accident.
- d. Automobile Public Liability and Property Damage with limits of \$1,000,000 per person in any one claim and subject to that limit for each person; \$1,000,000 for two or more persons in any one accident for bodily injury liability and \$1,000,000 for property damage liability on the comprehensive form covering all owned, non-owned and hired vehicles used in conjunction with the contract.

Each policy shall contain an endorsement that, in the event of change or cancellation, a thirty (30) day prior written notice must be sent by mail to the City.

- e. Builders' Risk (projects involving construction or renovation of a building or structure)

Contractor shall procure and maintain Builders' Risk insurance which provides "all risk" coverage on the buildings, structure or work, and property of the City of Smyrna in the care, custody and control of the Contractor. The policy or policies shall be in the name of the City of Smyrna and Contractors as their interests shall appear, and this shall be so stated on the ACORD certificate of insurance.

The Builder's Risk insurance policy will pay for damages up to the coverage limit of the estimated Total Project Value of each individual Insured Project plus the value of Delay in Completion, if

applicable, in any one Occurrence but not exceeding the Limit of Liability and subject to the Sublimits and Aggregate Limits of Liability, unless otherwise specifically amended on individual Project Certificates to the Master Policy. The policy will cover structures and materials during the course of construction that are part of the project and will provide coverage for materials while in domestic transit, or while stored temporarily away from the project site subject to policy sublimits.

Contractor will provide coverage for loss or damage for (a) Contractors' tools, Equipment, personal property, protective fencing, scaffolding, temporary structures, framework, forms and equipment owned or rented by Contractor, unless otherwise agreed upon by City of Smyrna and included in the declared values by the City or (b) materials and equipment in transit not yet owned by the City, unless otherwise agreed upon by the City and included in declared values of the policy. Subcontractor must maintain insurance covering owned or leased machinery, watercraft, vehicles, tools, or equipment against physical loss or damage must include waiver of subrogation endorsements, as permitted by law, in favor of the City of Smyrna, the General Contractor, and any other entity as required by written contract.

Certificate Holder should read: City of Smyrna, 2800 King Street, Smyrna, GA 30080.

Section 1 – Project Overview

Project Summary:

The City of Smyrna invites artists and artist teams to submit their portfolios and proposals for consideration for an exciting traffic signal cabinet public art project. This invitation is extended to all qualified artists with no entry fee.

Budget:

Selected artists or artists teams will receive a \$500 stipend for the execution of their work paid in two stipends (50% upon execution of the contract and 50% upon successful completion of the work). This includes the submittal of the final design in the required format for the contractor to print on a vinyl wrap. Once final designs are received, city staff will coordinate with the vinyl contractor for installation.

About Smyrna and the Public Art Program:

Smyrna is located about 10 miles northwest of Atlanta, Georgia and is considered an integral part of the Metro Atlanta area. Known as the "Jonquil City," it derives this name from the thousands of jonquils that flourish in gardens and along the streets in early spring. Over the years, the City of Smyrna - covering approximately 15 sq. miles - has developed into a vital and active member of the regional landscape.

For detailed information about Smyrna, please visit the city website:

<https://www.smyrnaga.gov/your-city/about-smyrna>

The Smyrna Public Art Committee is an appointed group that represents residents, local arts organizations, and business owners who appreciate public art and aim to support its growth in Smyrna.

The Committee is focused on the following:

- Develop a dynamic, high quality collection of public artworks for the City and its residents
- Involve artists of diverse backgrounds
- Provide opportunities for artists to advance their art practice through temporary and permanent public artwork opportunities
- Enhance economic development and cultural tourism
- Foster an understanding of public art and encourage public dialogue

Length of Project:

Wrapping is anticipated to be completed by October 2025.

The boxes will be considered temporary as the longevity of the works will depend on weathering and maintenance needs.

Public Art Selection Process and Panel:

City staff will conduct an initial review of submissions to ensure RFP requirements have been met. Then, the Public Art Committee will review submissions and select artists or artist teams.

Upon selection of the Artists and execution of a commission agreement, each Artist will:

- Conceptualize a unique, original artwork for digital reproduction on large-scale vinyl, which will be placed on a traffic signal cabinet
- Files must be high resolution and submitted in PDF or AI format, in CMYK color mode, with 0.5" bleed
- Confirm to the dimensions of specific traffic signal cabinets, as assigned by the City of Smyrna
- Provide a maintenance guide to best support the long-term care of the artwork

Artists applying for this project understand that:

- Artists selected will be required to sign an agreement before commencing design work.
- Artwork must be appropriate for all ages.
- Artwork may not contain text, branding, commercial logos, or copyrighted material.
- Artwork must not include political, obscene, or inappropriate content.
- Artwork must not replicate traffic control device colors or symbols.
- Artwork will be printed and installed by a third party contractor, who will be selected by the City of Smyrna. The City of Smyrna will manage communication and coordination with the selected contractor. Selected artists will not need to install artwork at the site.
- In accordance with the City of Smyrna's Public Art Policy, the artwork may be removed at any time by the City, at their discretion.
- Their design may be reproduced or shared with the public by the City of Smyrna for non-commercial purposes.
- Any stickers, tags, plates, etc. on traffic signal cabinets may be removed and replaced to accommodate installation, if necessary.
- "Artists' designs may be impacted by the vinyl wrap being cut to accommodate existing elements on the traffic signal cabinets such as vent openings, cabinet door handles, door locks, etc
- The cabinet concrete bases should not be wrapped.

Section 2 – Submission Details

Artist and Artwork Eligibility

Visual, craft or design artists (or artist teams) located in the Atlanta Metropolitan area, working in all media, including landscape architects and interior designers, at least 18 years of age and legal residents of the United States are eligible to apply. City of Smyrna, Artist Selection Committee members and their family members are not eligible to apply.

Evaluation Criteria

The artist or artist team will be selected by demonstrating:

- **Artistic Excellence:** The aesthetic significance and quality of the artwork, including the artworks transformative and distinctive qualities.
- **Context:** Artwork's appropriateness to surrounding architecture, topography, local history, and community attitudes and concerns of both the residents of the Smyrna and the surrounding community.
- **Durability, Safety and Permanence:** The artwork is resistant to weathering as well as structurally sustainable. The artwork must be examined for unsafe conditions, materials, or factors, as well as the potential for excessive maintenance.
- **Technical Feasibility:** The artist must provide convincing evidence of his or her ability to complete the artwork as proposed.
- **Past Performance:** The Selection Committee will consider the artist's performance under previous contracts including success in meeting established timelines and budgets.

Once selected, the artist must design and create artwork that:

- is of high artistic quality
- is appropriate to the project site
- is of durable design and uses durable materials that require minimal maintenance
- provides maximum resistance to vandalism
- enhance the physical environment and experience of Smyrna's main corridor

Submission Requirements

Please send a concept proposal addressing the following:

- **Cover Letter** (1 page)
 - Contact Information
 - Statement of interest, including narrative descriptions(s) of the concept(s)
- **Artist(s) Qualifications** (1 to 3 pages)
 - Participating artist(s)
 - Lead artist(s) profile
 - Relevant project experience with murals and large-scale public art
 - No fewer than three professional references

- **Up to 10 Images of Past Work** (As many pages as needed), including examples of work similar to the scope of this project.
 - The following information should be included for each image:
 - Title of the Work
 - Location of the Work
 - Year Completed
 - Cost of project, if details are available
- **Design:** Complete your proposed design on the template provided at the end of this RFP. A maximum of three designs can be submitted per artist. Please feel free to enlarge these shapes if desired. Additional pages may be used as necessary to illustrate the design. Please note that only complete, well-detailed templates will be given full consideration. All applications must be submitted on the provided template.
- **Submission Format:** Responses shall be submitted as a single PDF file via email to Anna Talarico anna@designinglocal.com. An acknowledgement of receipt will be sent upon submission.

Due Date:

3:00 PM EST on Friday, August 8, 2025

Section 3 – Anticipated Timeline

Date	Milestone
July 9, 2025	Post RFP
August 8, 2025 by 3pm EST (open for 30 days)	Close RFP
August 9-14, 2025	Committee Member Independent Review of Submissions
August 22, 2025	Smyrna Public Art Committee Review during regular meeting
Early September 2025	Execute contracts with Artists Artists submit final designs; reviewed by Public Art Committee/Staff
Throughout October 2025	Contractor installs vinyl wraps
By October 31, 2025	Projects Completed

Section 4 – Traffic Signal Cabinet Locations and Photos

Artists will be assigned their traffic signal cabinet location by the Smyrna Public Art Committee. If an Artist would like consideration for a particular location, they may indicate this in their application. All main cabinets have a front and rear door. Images of the traffic signal cabinets are included at the end of this RFP. The following traffic signal cabinet locations are listed below, along with their dimensions:

Location 1 - In front of Kroger on South Cobb at Crossings

67h x 24w x 33d (main cabinet)

55h x 26w x 13d (side cabinet)



Location 2 - South Cobb & Highlands Parkway

67h x 24w x 33d (main cabinet)



Location 3 - Spring Rd. & Jonquil Dr.
67h x 24w x 33d (main cabinet)



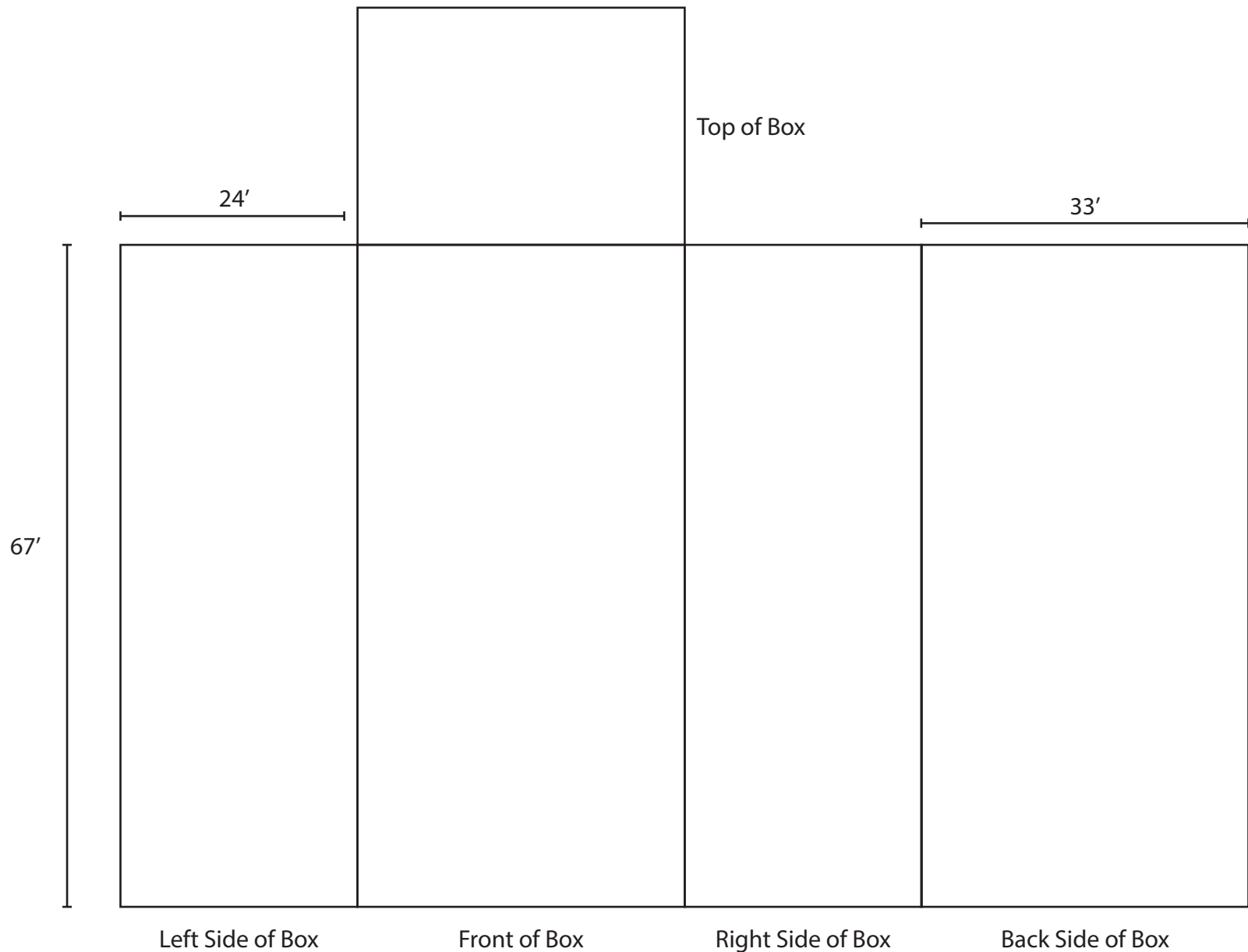
Location 4- Spring Rd. & Cumberland Blvd
67h x 24w x 33d (main cabinet)
Note: This cabinet has attachments on sides



UTILITY BOX DESIGN

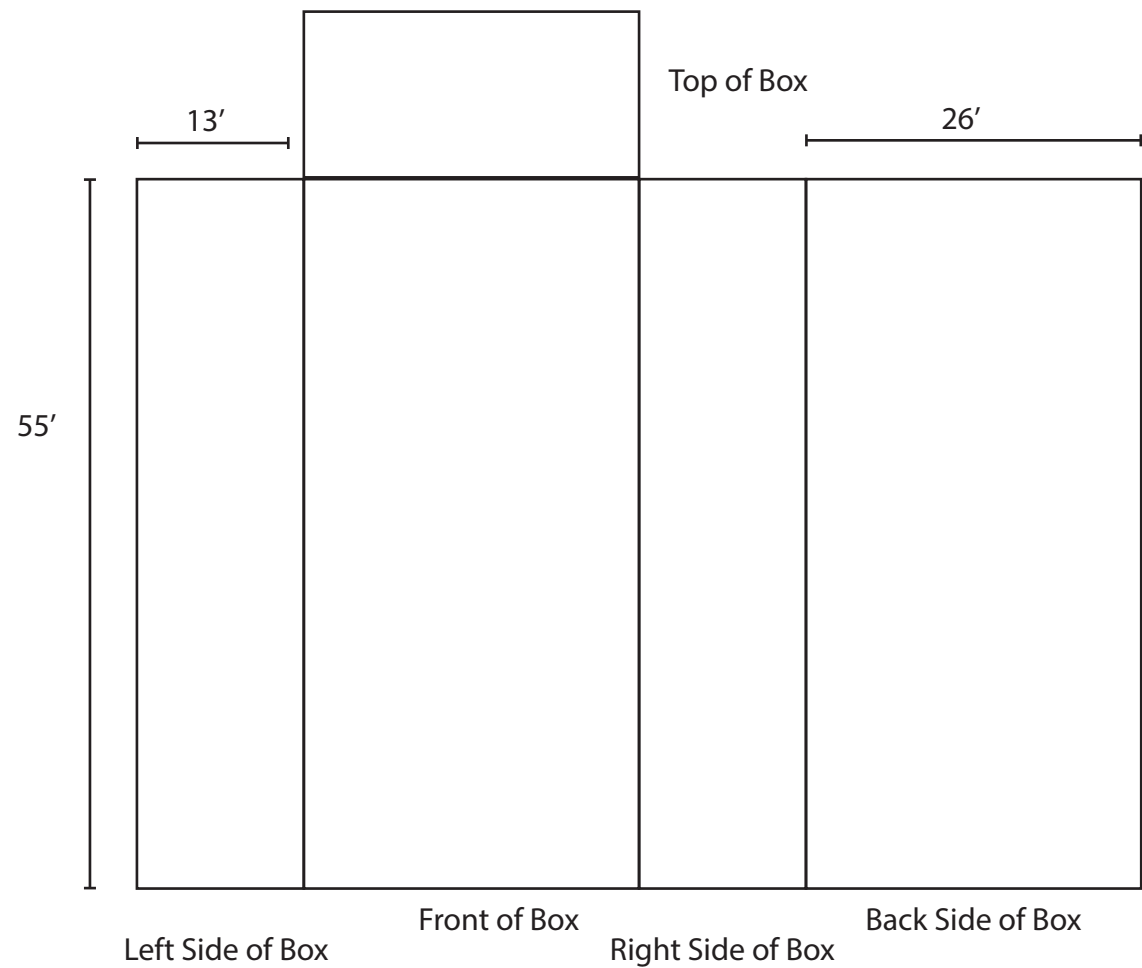
INSTRUCTIONS

Complete your proposed design on this template. A maximum of three designs can be submitted per artist. Please feel free to enlarge these shapes if desired. Additional pages may be used as necessary to illustrate the design. Please note that only complete, well-detailed templates will be given full consideration. All applications must be submitted on the provided template. All utility boxes are **67h x 24w x 33d**.



SIDE BOX – IN FRONT OF KROGER ON SOUTH COBB AT CROSSINGS

If you would like to be considered for this utility box, please note that it is the only box that includes a side cabinet. The dimensions of this cabinet are **55h x 26w x 13d**. For reference, please see all utility box images in the RFP.



AGREEMENT FOR THE DESIGN OF PUBLIC ART

THIS AGREEMENT, is entered into this ____ day of _____, 2025, by and between the The City of Smyrna, a Georgia municipal corporation (hereinafter the "City") located at 2800 King Street SE, Smyrna, GA 30080 and _____ (hereinafter "Artist") located at _____.

WITNESSETH:

WHEREAS, the City recognizes that public art provides opportunities for citizens of Smyrna to enjoy quality art and helps make Smyrna a better place to live; and

WHEREAS, the City, in cooperation with the City of Smyrna's Department of Engineering, intends to wrap traffic signal cabinets owned and operated by the City; and

WHEREAS, the City has determined that it would like to place the Artist's Work on a pre-determined traffic signal cabinet that has been assigned to the Artist by the City (the "Site"); and

WHEREAS, the City has conducted a selection process and, as a result, has chosen the Work created by the Artist, to be installed at the Site.

NOW THEREFORE, the City and Artist, for and in consideration of the promises and the covenants, representations, warranties, and agreements hereinafter set forth, hereby agree as follows:

AGREEMENT

1. **Definitions.** As used herein, the terms listed below shall have the following meanings:

"AFFILIATE" shall mean, with respect to any Person, any other Person directly or indirectly controlling, controlled by, or under common control with the City. An Affiliate of the City shall include the City of Smyrna.

"AGREEMENT" shall mean this Agreement for the Design of Public Art.

"ARTIST" shall mean _____ and his or her heirs, agents, estate, and personal representatives.

"ARTWORK" shall mean the mural work created on a pre-selected City-owned and operated traffic signal cabinet in accordance with the Agreement for the Design of Public Art made and entered into on the date above by and between the Artist and the City and shall also be referenced herein as the "WORK."

"PARTY" or "PARTIES" shall mean each or all, as appropriate, of the persons who have executed and delivered this Agreement, each permitted successor or assign of such a party,

and when appropriate to affect the binding nature of this Agreement for the benefit of another party, any other successor or assign of such a party;

“PERSON” shall mean any person or entity, whether an individual, trustee, corporation, general partnership, limited partnership, trust, unincorporated organization, business association, firm, joint venture, governmental agency, or authority.

2. Scope of Services. Artist is solely responsible for all design and execution of the Artwork as applicable. The functions and services to be provided under this Agreement (the “Services”) are more specifically outlined in **Exhibit “A,”** attached hereto and incorporated herein by this reference. The City and Artist acknowledge and agree that the City has engaged Artist as an independent contractor, not as an agent or employee of the City. Artist is not an officer or agent of the City and has no authority to bind the City to any contractual or other obligations. Artist shall be responsible for proper administration and payment of all taxes attributable to the Services rendered and the income received under this Agreement. Artist shall hold the City harmless from and against all such taxes and costs. Artist shall implement the design on the traffic signal cabinet in conformity with the design included in **Exhibit “A.”**
3. Compensation. The City shall pay Artist a fixed fee of Five Hundred Dollars and 00/100 (\$500.00) as full compensation for all the materials furnished and services performed pursuant to this Agreement by the Artist, including its employees, subcontractors, and anyone working at its direction. This fee shall represent total compensation inclusive of the licensing rights granted herein, regardless of any circumstances, whether or not those circumstances were foreseeable at the time of the execution of this Agreement. The fee shall be paid in the installments set forth below. Each installment shall represent full and final, non-refundable payment for all services and materials provided prior to the due date. The first installment of 50% or \$250.00 shall be due upon execution of this Agreement, to cover design and sketching as outlined in **Exhibit “A”**. The final disbursement of 50% or \$250.00 is to be due following satisfactory completion of the Artwork indicated in **Exhibit “A”**.
4. Term. The term of this Agreement shall begin on the Effective Date and end on the issuance of the final disbursement (the “Contract Term”) unless sooner terminated by either party as provided herein. During the Contract Term, the Artwork will be installed at the Site and the Services shall be completed within the schedule for completion, as directed by the City. The Contract Term may be extended by written consent of the parties. The parties shall agree to a reasonable extension of the Contract Term in the event of unavoidable delays not due to the negligence or willful misconduct of the party seeking the extension. An agreement by the parties to extend the Contract Term in order to complete the Services outlined in this Agreement shall not obligate the City to make additional payments to Artist, unless specifically agreed to in writing by both parties.

5. Termination. The City shall have the right to terminate this Agreement upon fifteen (15) days' written notice, with or without cause.
6. Indemnification. Artist agrees to indemnify and hold harmless the City, its officers, directors, employees, agents, and Affiliates from any and all suits, actions, proceedings, debts, damages, liabilities, injuries, obligations, losses, demands, claims and expenses, whether arising before or after the expiration or termination of this Agreement and in any manner directly or indirectly attributable to Artist or the Artwork, ("Claims") against the City, its officers, directors, employees, agents, and Affiliates sustained or alleged to have been sustained in connection with, to have arisen out of or resulting from the performance of Artist's duties hereunder. This provision shall apply even in the event of fault or negligence, whether active or passive, or strict liability of the City. Artist hereby acknowledges that the City does not assume liability for the installation of the Artist's Work, nor for any damage, theft, or loss of the Artwork arising from its display in this exhibit. Additionally, the City does not assume any liability for any loss or damage to the Artwork while the same is in transit, being installed, or on display. It is understood that all Artwork created and displayed is at the Artist's own risk.
7. Insurance: The Artist acknowledges that from the start of the Maintenance Services until completion of the Maintenance Services, any injury to property or persons caused by the Artwork are the sole responsibility of the Artist. Artist shall procure insurance coverages as set forth in Exhibit D for the entire duration of the Maintenance Services.
8. Non-Exclusive License.
 - a. Commencing on the Effective Date of this Agreement, Artist hereby grants to the City the unencumbered, non-exclusive, and perpetual rights to produce printed and digital materials of the Artwork for all manners of fundraising purposes and use.
 - b. The Artist hereby grants the City the perpetual right, but not the obligation, to assert, and to defend against any actual or threatened infringement of the Artwork, copyrights, and/or trademarks.
 - c. The perpetual aspects of this Agreement shall in no way be construed to restrict the entering of the Artwork into the public domain by operation of the Copyright Act of 1976, 17 U.S.C. 101, et seq., or other State or Federal laws, shall not be rendered invalid due to the operation of such laws, and in perpetuity, shall be upheld to the maximum extent possible within the parameters of such laws.
 - d. The City agrees to make reasonable efforts to provide proper attribution to the Artist, such as "Original Artwork by _____". the City shall also use

reasonable efforts to require that third parties include reasonable and appropriate attribution in reproductions of the Artwork permitted by the City.

e. The Artist shall be entitled to retain reproductions of the Artwork for purposes of the Artist's own portfolio and promotional efforts.

f. The Artist shall notify the City of any changes in his address as the same is listed in Paragraph 15 of this Agreement. The failure to do so, if such failure prevents the City from locating the Artist, shall be deemed a waiver by the Artist of the right subsequently to enforce those provisions of this Agreement, including but not limited to those provisions that require notice to, consultation with, and/or express approval of the Artist. Notwithstanding this provision, the City shall use reasonable efforts to locate the Artist when matters arise relating to the Artist's rights.

g. This Paragraph 7 shall survive any termination or expiration of this Agreement.

9. Artist's Rights and Title

- a. The Artist waives their rights pursuant to 17 U.S.C. §106A(a)(3) to prevent any distortion, mutilation, modification, or destruction of that Artwork, for whatever reason and for whatever use of the Artwork such distortion, mutilation, modification, or destruction of Artwork is undertaken.
- b. This waiver does not extend to the rights of attribution conferred by 17 U.S.C. §106A(a)(1) or §106A(a)(2).
- c. If any substantial alteration or damage to the Artwork occurs, the Artist shall have the right to disclaim authorship of the Artwork.
- d. Title to the Artwork shall pass to the City upon completion of the Artwork, completion of installation of the Artwork, and final payment by City to Artist pursuant to Exhibit B. The Artist hereby acknowledges that upon the Artwork's transfer of ownership to the City, the Artwork will be pursuant to the Policies outlined in the Smyrna Public Art Policy.

10. Covenants and Representations and Warranties of the Artist. Artist represents and warrants that:

- a. Except as otherwise disclosed in writing to the City, the design and all other documents submitted to the City are unique, original and do not infringe upon any copyright or trademark;
- b. The design and all other documents submitted to the City are free and clear of any liens from any source;
- c. Artist represents and warrants to the City that the Artwork does not violate any rights, including trademark rights;
- d. Artist hereby agrees to indemnify the City, its Affiliates, agents, assigns, and licensees from all costs, losses, liabilities, and damages (including reasonable attorneys' fees) arising from or related to any misrepresentation or breach of any of the foregoing representations and warranties or any of his agreements or

covenants contained in this Agreement; and

- e. These representations and warranties shall survive the termination of this Agreement.

11. Covenants and Representations and Warranties of the City. The City represents to the Artist that it will use its best efforts to maintain the integrity of the Artwork in any reproductions. This representation shall survive the termination of this Agreement.

12. Communications. The Artist shall not communicate any information related to this engagement or the work in connection herewith to any public officials, governmental bodies, press, media, or any other public or private news medium, without the written consent of the City. It is intended that the Services performed hereunder are confidential in nature and shall not be publicly disseminated unless approved by the City. If approved, the City will coordinate with the Artist in the public dissemination of information about title work related to this engagement, and unless and until the City approves in writing, the Artist shall not communicate any information related to the work to government officials, the press, publications, and other media, or press releases.

13. Assignment, Transfer, and Subcontracting.

- a. *Transfer.* Neither party hereto shall assign its rights, duties, or obligations under this Agreement without the prior written consent of the other party. Once written consent is obtained, then this Agreement shall be assignable and shall inure to the benefit of, be enforceable by, and bind the parties hereto, or their respective successors, assigns, and personal representatives. Notwithstanding the foregoing, the City shall have the right to assign this Agreement to the City of Smyrna at its sole discretion and without the consent of the Artist, to any entity formed or designated by the City as its agent for purposes of implementing all or a portion of the City's responsibilities. In such instances, the City shall promptly advise the Artist of any such assignment and provide the Artist with the name of any replacement contact person.
- b. *Subcontracting.* Artist may subcontract portions of the services to be provided under this Agreement provided that the subcontracting shall not affect the visual quality of the Artwork, shall be carried out under the personal supervision of Artist, and Artist provides written notice to the City of the subcontracting and the City approves of said subcontracting.

14. Notices. All notices, demands, or requests provided for or permitted to be given pursuant to this Agreement must be in writing. All notices, certificates, or other communications hereunder shall be addressed as follows:

If to the City: City of Smyrna
2800 King Street SE
Smyrna, GA 30080
Telephone: (770) 434-6600
Attention: Carson Haynie
Email: chaynie@smyrnaga.gov

If to Artist: _____

The City or Artist may, by notice given hereunder, designate further or different addresses to which the other party shall send subsequent notices, certificates, or other communications.

IN WITNESS WHEREOF, the City, by and through its duly authorized officers, and Artist have executed this Agreement as of the date first written above.

FOR THE ARTIST:

FOR CITY OF SMYRNA:

Signature

Signature

Type or Print Name and Title

Derek Norton, Mayor
Type or Print Name and Title

Signature Date: _____

Signature Date: _____

EXHIBIT A

Scope of Services

Artwork for Digital Reproduction on Large-Scale Vinyl for placement on a

City-owned traffic signal cabinet: The City will assign location via address and map link as approved and designated by the City of Smyrna.

Scope of Services

- Conceptualize a unique, original artwork for digital reproduction on large-scale vinyl, which will be placed on a traffic signal cabinet
- Files must be high resolution and submitted in PDF or AI format, in CMYK color mode, with 0.5" bleed
- Confirm to the dimensions of specific traffic signal cabinets, as assigned by the City of Smyrna
- Provide a maintenance guide to best support the long-term care of the artwork

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- Artwork will be printed and installed by a third party contractor, who will be selected by the City of Smyrna. The City of Smyrna will manage communication and coordination with the selected contractor. Selected artists will not need to install artwork at the site.
- In accordance with the City of Smyrna's Public Art Policy, the artwork may be removed at any time by the City, at their discretion.
- Their design may be reproduced or shared with the public by the City of Smyrna for non-commercial purposes.
- Any stickers, tags, plates, etc. on traffic signal cabinets may be removed and replaced to accommodate installation, if necessary.
- "Artists' designs may be impacted by the vinyl wrap being cut to accommodate existing elements on the traffic signal cabinets such as vent openings, cabinet door handles, door locks, etc
- The cabinet concrete bases should not be wrapped.

EXHIBIT B

Budget and Payment Details

Price Breakdown:

Total Artist Stipend: \$500.00

Deposit (Execution of Contract): \$250.00

Final Payment (upon installation of the Artwork): \$250.00

Additional Terms:

- 1) Artist agrees to provide answers, in writing, to questions raised, as needed, in public meetings. Artist will coordinate with the City to provide these answers.
- 2) Artist agrees to be responsible for all design and execution of the work, not including installation unless stipulated by the contract.
- 3) Artist agrees to be responsible for ensuring that the work is properly prepared to meet the existing site configuration (i.e., in digital format required for installation).

Payment Terms: The first 50% (\$250.00) will be paid to the artist upon execution of the contract. The remaining balance (\$250.00) is due after completion of traffic signal cabinet design and City approval.

EXHIBIT C

Approved Design

Artwork Information

Title:

Artist:

Date:

Credit Line, to be used wherever images are published:

Traffic Signal Cabinet Site:

Exhibit D

Insurance Requirements

Insurance Requirements

Contractor shall present a Certificate of Insurance naming the City of Smyrna as Additional Insured. Contractor shall be responsible for all injuries or damages of any kind resulting from his work, to persons or property.

Certificate of Insurance

Certificate of Insurance in compliance with the minimum requirements of the State of Georgia to include worker's compensation. Contractor shall present a Certificate naming the City of Smyrna as Additional Insured.

Contractor shall be responsible for all injuries or damages of any kind resulting from his work, to persons or property. The minimum insurance requirements are as follows:

1. Commercial General Liability Coverage for personal injury and/or property damage with a minimum limit of \$1,000,000 per occurrence
2. Commercial Excess Umbrella for liability for bodily injury and/or property damage and in excess over other coverage in an amount of at least \$2,000,000 combined single limit.
3. Worker's Compensation and Employers Liability – Statutory coverage at a minimum of \$100,000 per accident.
4. Automobile Public Liability and Property Damage with limits of \$1,000,000 per person in any one claim and subject to that limit for each person; \$1,000,000 for two or more persons in any one accident for bodily injury liability and \$1,000,000 for property damage liability on the comprehensive form covering all owned, non-owned and hired vehicles used in conjunction with the contract.

Each policy shall contain an endorsement that, in the event of change or cancellation, a thirty (30) day prior written notice must be sent by mail to the City.

5. Builders' Risk (projects involving construction or renovation of a building or structure)

Contractor shall procure and maintain Builders' Risk insurance which provides "all risk" coverage on the buildings, structure or work, and property of the City of Smyrna in the care, custody and control of the Contractor. The policy or policies shall be in the name of the City of Smyrna and Contractors as their interests shall appear, and this shall be so stated on the ACORD certificate of insurance.

The Builder's Risk insurance policy will pay for damages up to the coverage limit of the

estimated Total Project Value of each individual Insured Project plus the value of Delay in Completion, if applicable, in any one Occurrence but not exceeding the Limit of Liability and subject to the Sublimits and Aggregate Limits of Liability, unless otherwise specifically amended on individual Project Certificates to the Master Policy. The policy will cover structures and materials during the course of construction that are part of the project and will provide coverage for materials while in domestic transit, or while stored temporarily away from the project site subject to policy sublimits.

Contractor will provide coverage for loss or damage for (a) Contractors' tools, Equipment, personal property, protective fencing, scaffolding, temporary structures, framework, forms and equipment owned or rented by Contractor, unless otherwise agreed upon by City of Smyrna and included in the declared values by the City or (b) materials and equipment in transit not yet owned by the City, unless otherwise agreed upon by the City and included in declared values of the policy. Subcontractor must maintain insurance covering owned or leased machinery, watercraft, vehicles, tools, or equipment against physical loss or damage must include waiver of subrogation endorsements, as permitted by law, in favor of the City of Smyrna, the General Contractor, and any other entity as required by written contract.

Certificate Holder should read: City of Smyrna, 2800 King Street, Smyrna, GA 30080.

