



**2019 Art of the Atlanta BeltLine**  
Open Call for Exhibition Technical Positions  
Submission/Response Forms  
<https://beltline.org/procurement/#solicitations>

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## **EXHIBIT A.**

### **Insurance Requirements Information:**

- 1 – Provide evidence of commercial general liability insurance in the amount of \$1M per occurrence and \$2M in the aggregate.
- 2 – Provide evidence of either personal or business auto liability coverage in an amount acceptable to ABI.
- 3 – Provide evidence of statutory workers comp coverage, if required by law (i.e., if technical positions and/or Art Professional has 3 or more employees).
- 4 – List Atlanta BeltLine, Inc. (ABI) as the Certificate Holder on the general and auto liability policies.
- 5 - Name Atlanta BeltLine, Inc. as an Additional Insured on the general and auto liability policies, and include waiver of subrogation.

## **EXHIBIT B.**

### **Ex Parte Communication:**

Please note that to ensure the proper and fair evaluation of a proposal or bid, ABI prohibits ex parte communication initiated by a Bidder, Respondent or Offeror to an ABI employee, consultant, contractor, volunteer, board member, graduate or undergraduate fellow, City of Atlanta official (i.e. City Council Member, Mayor, etc.), or any ABI affiliates, evaluating or considering the proposal or bid prior to the time a selection has been made. Communication includes but is not limited to fax, phone call, email and in-person. Communication between a Bidder, Respondent, or Offeror and ABI must be directed in writing to the Procurement Officer or other contact person designated by ABI only. The Procurement Officer or designated contact person will obtain the information or clarification needed. Ex parte communication may be grounds for disqualifying the offending Bidder, Respondent, or Offeror from consideration or award of a bid or proposal (or any solicitation), and repeat offenders may be disqualified from responding to solicitations for future projects.



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## **EXHIBIT C.**

### **ABI DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM DBE PARTICIPATION**

ABI is committed to the practice of non-discrimination in the selection of team members and relationships with sub-contractors with a desire to reflect diversity in the participation of companies engaged in the Atlanta BeltLine Project. ABI strongly encourages participation by Female Business Enterprises (“FBE”), Minority Business Enterprises (“MBE”), Small Disadvantaged Businesses (“SDB”), and Small Business Enterprises (“SBE”) in all contracts issued by ABI. These enterprises shall be collectively referred to herein as Disadvantaged Business Enterprises (“DBEs”). It is anticipated that as a part of a responsive submittal and proposal, DBE participation will be included. This Project has a DBE goal and Local business utilization goal. The goal for the Project has been set at 30%.

However, nothing herein should indicate that a DBE may not apply and be selected independently, as DBEs that meet the qualifications of this RFQ are encouraged to submit their qualifications for consideration. In order to participate as a DBE on any contract resulting from this solicitation, said DBE must be certified (as an FBE, MBE, SDB, SBE or DBE) through GDOT, the Georgia Minority Supplier Development Council, the U.S. Small Business Administration, or the City of Atlanta. SBEs must be registered with the City of Atlanta and are defined in Section 2-1357 of Division 9 of the City of Atlanta Code of Ordinances, as amended. ABI maintains data on the utilization of DBE entities on all contracts with the utilization of ABI’s Subcontractor/Sub-consultant Utilization and DBE Participation Certification.

Each firm/person submitting qualifications or a response to this request for qualifications for ABI shall list any and all Female, Minority, Small Disadvantaged Business, Small Business Enterprises, and/or Disadvantaged Business Enterprises (FBE, MBE, SDB, SBE, and/or DBE) that have been or will be utilized on any contract resulting from this solicitation; the amount of revenue received or to be received by the DBE; and the percentage of the overall scope of services the specific DBE will provide under the contract. All invoices should be in a format approved by ABI and reflect the sums to be received by DBEs (FBEs, MBEs, SDBs, and SBEs) from the total payment to be received by the Respondent. The invoices should also reflect a total amount of compensation paid to date to the Respondent and each DBE participant along with their corresponding percentage of the total compensation received. Respondent will also be responsible for submitting lien waivers from each of its DBE participants for all payments received, where necessary, and affirm that the Respondent is current with all payment obligations due to the DBE participants at the time of the submission of an invoice for payment. Respondent shall be deemed a constructive trustee of the funds paid to it that are to be disbursed to a specific DBE participant. Failure to pay sums due to DBE participants shall be deemed a material breach of the terms of any agreement to which Respondent may become a party as a result of its selection as the apparent successful Exhibition Technical Position.



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Persons or firms interested in obtaining applications for certification should contact one or more of the following organizations:

- **City of Atlanta:** Office of Contract Compliance (FBE/MBE/SBE Certification): 55 Trinity Avenue, Atlanta, Georgia 30303, Tel: (404) 330-6010, Fax: (404) 658-7359.
- **U.S. Small Business Administration (SDB certification):** acceptable provided certification reflects minority or women-owned status. Requirements are found at [www.sba.gov](http://www.sba.gov).
- **Georgia Department of Transportation (DBE Certification):** One Georgia Center, 600 West Peachtree NW, Atlanta, GA 30308, Tel: (404) 631-1990. DBE Helpdesk: (404) 631-1273.
- **MARTA (DBE Certification):** 2424 Piedmont Road NE, Atlanta, GA 30324, Tel: (404) 848-5270 Fax: (404) 848-4302.
- **Georgia Minority Supplier Development Council, Inc. (MBE Certification):** 759 West Peachtree Street, Suite 107, Atlanta, GA 30308, Tel: (404) 589-4929.
- **U.S. Department of Transportation (DBE and ACDBE Certifications):** The DBE and Airport Concessions Disadvantaged Business Enterprise (ACDBE) Programs require that all U.S. DOT recipients of federal assistance participate in a statewide Uniform Certification Application (UCP). The UCP is a one-stop certification program that eliminates the need to obtain certification from multiple agencies within the State of Georgia. For more information, go to the USDOT website: <https://www.transportation.gov/civil-rights/disadvantaged-business-enterprise/uniform-certification-application-english>

A firm selected by the Respondent can only satisfy one of the three categories. The same firm may not, for example, be listed for participation as an MBE organization and an SBE organization even if the level of participation exceeds each category's goal. All firms must be registered or certified prior to the submittal of the proposal. A Respondent is at risk in that there may be an issue of time to certify or register if it intends to use a firm that is not certified or registered at the time the Proposal is submitted. Applicants must include copies of MBE, FBE, SDB, and/or DBE certifications for the contractors and subcontractors listed in their submittal and proposal packages, if any. ABI is an Equal Opportunity Employer.



EXHIBIT D

S.A.V.E. AFFIDAVIT UNDER O.C.G.A §50-36-1(e)(2)
ATLANTA BELTLINE, INC. AFFIDAVIT
VERIFYING STATUS FOR RECEIPT OF PUBLIC BENEFIT

By executing this affidavit under oath, as an applicant for a Consulting Services contract with Atlanta BeltLine, Inc., or other public benefit as provided by O.C.G.A. §50-36-1, and determined by the Attorney General of Georgia in accordance therewith, I verify one of the following with respect to my application for a public benefit from Atlanta BeltLine, Inc.:

- 1) I am a United States Citizen.
2) I am a legal permanent resident 18 years of age or older.
3) I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act with an alien number issued by the Department of Homeland Security or other federal immigration agency.

My alien number issued by the Department of Homeland Security or other federal immigration agency is:

The undersigned applicant also hereby verifies that he or she is 18 years of age or older and has provided at least one secure and verifiable document as required by O.C.G.A. §50-36-1(e)(1) with this Affidavit. The secure and verifiable document provided with this affidavit is:

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of O.C.G.A. §16-10-20, and face criminal penalties as allowed by such criminal statute.

Executed in (city), (state).

Signature of Applicant Date:

Printed Name of Applicant:

Sworn to and subscribed before me
This day of, 201

Notary Public
My commission expires:

[NOTARY SEAL]



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## EXHIBIT E

### Subcontractor Affidavit under O.C.G.A. § 13-10-91

By executing this affidavit, the undersigned Subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with \_\_\_\_\_(insert name of Contractor) on behalf of ATLANTA BELTLINE, INC. has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned Subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the Subcontractor with the information required by O.C.G.A. § 13-10-91. Additionally, the undersigned Subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the Contractor within five business days of receipt. If the undersigned Subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned Subcontractor must forward, within five business days of receipt, a copy of the notice to the Contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

\_\_\_\_\_  
Federal Work Authorization User Identification Number

\_\_\_\_\_  
Date of Authorization

\_\_\_\_\_  
Name of Subcontractor

\_\_\_\_\_  
Name of Project

\_\_\_\_\_  
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on \_\_\_\_\_, 20\_\_ in \_\_\_\_\_ (city), \_\_\_\_\_ (state).

By: \_\_\_\_\_  
Signature of Authorized Officer or Agent

\_\_\_\_\_  
Printed Name and Title of Authorized Officer or Agent

Subscribed and Sworn before me on this the  
\_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires:

[NOTARY SEAL]





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## **EXHIBIT G**

### **SAMPLE AGREEMENTS**

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**EXHIBIT G.1**

**Agreement for the Installation of Temporary Public Art**

This AGREEMENT FOR THE INSTALLATION OF TEMPORARY PUBLIC ART (this “Agreement”) is made and entered into this \_\_\_ day of \_\_\_\_\_, 2019 (the “Effective Date”) by and between Atlanta BeltLine, Inc. (“ABI”), a Georgia nonprofit corporation, and \_\_\_\_\_ (the “Artist”) to install and remove artwork temporarily placed on the Atlanta BeltLine (the “Work”).

**WITNESSETH:**

**WHEREAS**, ABI recognizes that public art provides opportunities for citizens of all socioeconomic backgrounds to enjoy quality art and helps make Atlanta a better place to live; and

**WHEREAS**, ABI intends to place public art displays along the Atlanta BeltLine corridor; and

**WHEREAS**, ABI has determined that it would like to place the Artist’s Work on the Atlanta BeltLine corridor in a location to be determined by ABI (the “Site”); and

**WHEREAS**, ABI 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**, ABI 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 such Person. An Affiliate of ABI shall include the Atlanta BeltLine Partnership (“ABLP”), The Atlanta Development Authority d/b/a Invest Atlanta (“IA”), and the City of Atlanta (“COA”).

“AGREEMENT” shall mean this Agreement for the Installation of Temporary Public Art, as amended and modified from time to time.

“ARTIST” shall mean \_\_\_\_\_ and his or her heirs, agents, estate and personal representatives.



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“ARTWORK” shall mean the visual art or performance created in accordance with the Agreement for the Installation of Temporary Public Art made and entered into on the date above by and between the Artist and Atlanta BeltLine, Inc., and shall also be referenced herein as the “Work.”

“PARTY” or “PARTIES” shall mean each or all, as appropriate, of the persons or entities who have executed and delivered this Agreement, each permitted successor or assign of such a Party, and when appropriate to effect 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.

“PRODUCTS” shall mean any and all art-based or non-art-based products or services associated directly or indirectly with the Artwork or the Artist, whether such Artwork or Products are known or unknown, and whether or not in existence on the Effective Date of this Agreement, such Products including, but not limited to, wall art, calendars, stationery items, books, media properties, and apparel.

2. Scope of Services. Artist is solely responsible for the installation and removal of the Work. 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. ABI and Artist acknowledge and agree that ABI has engaged Artist as an independent contractor, not as an agent or employee of ABI. Artist is not an officer or agent of ABI and has no authority to bind ABI 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 ABI harmless from and against all such taxes and costs.

3. Compensation. ABI shall pay Artist a fixed fee of \_\_\_\_\_ and XX/100 (\$X,XXX.XX.) 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 70% shall be an initial retainer, due after execution of this Agreement, to cover supply costs and initial work by Artist. The remaining installment of 30% shall be paid upon satisfactory removal of the Artwork. [Muralist language: The first installment of 80% shall be an initial retainer, due after execution of this Agreement, to cover supply costs and initial work by Artist. The remaining installment of 20% shall be paid upon completion of the period during which the Artwork is being exhibited for Art on the Atlanta BeltLine 2019 (the “Exhibition Cycle”).]



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4. Term. The term of this Agreement shall begin on the Effective Date and end on \_\_\_\_\_, 201\_ (the “Contract Term”) unless sooner terminated by either Party as provided herein. During the Contract Term, the Work will be installed at the Site and the Services shall be completed within the schedule for completion, as directed by the ABI Project Manager. For the purposes of this Agreement, the ABI Project Manager shall be Miranda Kyle, Arts & Culture Program Manager.

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 ABI to make additional payments to Artist, unless specifically agreed to in writing by both Parties.

5. Termination. ABI 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 ABI, 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 Work, (“Claims”) against ABI, 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. In no event, however, shall this provision apply to liability caused by the willful misconduct or sole negligence of ABI.

Artist hereby acknowledges that ABI does not assume liability for installation of the Artist’s Work, nor for any damage, theft or loss of the Work arising from its display in this temporary exhibit. Additionally, ABI does not assume any liability for any loss or damage to the Work while the same is in transit, being installed, or on display. It is understood that all Work created and displayed is at the Artist’s own risk.

7. Non-Exclusive License.

- a. Commencing on the Effective Date of this Agreement, Artist hereby grants to ABI the unencumbered, non-exclusive and perpetual rights to reproduce, adapt, manufacture, publish, market, distribute, sell, and display all Products based on the Artwork for all manners of promotional and fundraising purposes and use.
- b. In addition to such rights, the Artist hereby grants ABI:

- i. the non-exclusive and perpetual right to print, vend, sell, reproduce, distribute, and otherwise use the image of the Artwork in any manner and by any means, whether or not now known, invented, used or contemplated, to promote and advertise the sale of the Products. For example, ABI has
  - the right to use and reproduce the image of the Artwork in brochures, media publicity, and exhibition catalogues or similar publications, and in advertising for the merchandise or Products to be produced. ABI will be entitled to allow third parties to make alternative media reproductions including, without limitation, reproductions in photographs, drawings, illustrations, digital images, film and video, or other media, whether now existing or hereafter invented; and
  - ii. the right to use and publish, and to permit others to use and publish, Artist's name (including any professional name heretofore or hereinafter adopted by Artist), likeness, and biographical material or any reproduction or simulation thereof, in order to promote and advertise the sale of the Products and/or merchandise; and
  - iii. 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. ABI acknowledges that the Artist has designed a special work that has been selected to represent Art on the Beltline 2019. As such, ABI agrees to make reasonable efforts to provide proper attribution to the Artist, such as "Original Artwork by \_\_\_\_\_", or "Art on the Atlanta BeltLine, 2019", as applicable. ABI shall also use reasonable efforts to require that third parties include reasonable and appropriate attribution in reproductions of the Artwork permitted by ABI.
- e. The Artist shall be entitled to retain reproductions of the Artwork for purposes of the Artist's own portfolio and promotional efforts. In all reproductions of and references to the Work, the Artist shall include the following: "An original work commissioned by Atlanta BeltLine, Inc." or "Art on the BeltLine, 2019," as applicable.

- f. The Artist shall notify ABI of any change in Artist's address from that which is listed in Paragraph 14 of the Agreement. The failure to do so, if such failure prevents ABI 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, ABI 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.

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

- a. Except as otherwise disclosed in writing to ABI, the design and all other documents submitted to ABI are unique, original and do not infringe upon any copyright or trademark;
- b. The design and all other documents submitted to ABI are free and clear of any liens from any source;
- c. Artist represents and warrants to ABI that the Work does not violate any rights, including trademark rights;
- d. Artist hereby agrees to indemnify ABI, 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 Artist's agreements or covenants contained in this Agreement; and
- e. These representations and warranties shall survive the termination of this Agreement.

9. Covenants and Representations and Warranties of ABI. ABI 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.

10. 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 ABI Project Manager. It is intended that the Services performed hereunder are confidential in nature and shall not be publicly disseminated unless approved by ABI's Project Manager. If approved, ABI will coordinate with the Artist in the public dissemination of information about the Work related to this engagement, and unless and until ABI approves in writing, the Artist shall not communicate any information related to the Atlanta BeltLine to government officials, the press, publications and other media, or press releases.



11. 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,

ABI shall have the right to assign this Agreement to the City of Atlanta or to The Atlanta Development Authority d/b/a Invest Atlanta, at its sole discretion and without the consent of the Artist, to any entity formed or designated by ABI as its agent for purposes of implementing all or a portion of ABI's responsibilities. In such instances, ABI 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 Work, shall be carried out under the personal supervision of Artist, and Artist provides written notice to ABI of the subcontracting and ABI approves of said subcontracting.

12. Federal Work Authorization. Pursuant to O.C.G.A. §13-10-91, ABI cannot enter into a contract for the physical performance of services unless the Artist, its subcontractor(s) and sub-subcontractor(s), as that term is defined by state law, register and participate in the Federal Work Authorization Program to verify specific information on all new employees. Artist certifies that it has complied and will continue to comply throughout the Contract Term with O.C.G.A. §13-10-91 and any related and applicable Georgia Department of Labor Rule. Artist agrees to sign an affidavit evidencing its compliance with O.C.G.A. §13-10-91. The signed affidavit is attached to this Agreement as **Exhibit "B"** and incorporated herein by this reference. Artist agrees that in the event it employs or contracts with any subcontractor(s) in connection with this Agreement, Artist will secure from each subcontractor an affidavit that certifies the subcontractor's current and continuing compliance with O.C.G.A. §13-10-91 throughout the Agreement Term. Any signed subcontractor affidavit(s) obtained in connection with this Agreement shall be attached hereto as **Exhibit "C."** Each subcontractor agrees that in the event it employs or contracts with any sub-subcontractor(s), each subcontractor will secure from each sub-subcontractor an affidavit that certifies the sub-subcontractor's current and continuing compliance with O.C.G.A. §13-10-91 throughout the Agreement Term. Any signed sub-subcontractor affidavit(s) obtained in connection with this Agreement shall be attached hereto as **Exhibit "D."** Additionally, Artist is required to sign the SAVE affidavit attached hereto as **Exhibit "E"**, in accordance with O.C.G.A. §50-36-1.

13. Conflicts. ABI and the Artist recognize that, given the business of the Artist and the scope of the BeltLine TAD, there may be other clients or potential clients of the Artist related to the



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Atlanta BeltLine initiative. The Parties agree that the intent and desire is to limit any conflicts and any potential conflicts and issues and, in that regard, the Artist shall fully disclose to ABI any of its existing clients in connection with the Atlanta BeltLine project and on an ongoing basis disclose and keep ABI advised of any clients or potential conflict issues that may arise in connection with any Atlanta BeltLine related engagement. Upon being advised of a potential conflict from the Artist, ABI will review and determine, in ABI's sole discretion, the course of action to address the conflict. ABI agrees to work in good faith with the Artist to resolve any conflicts.

14. Notices. All notices, demands or requests provided for or permitted to be given pursuant to this Agreement must be in writing. If not otherwise provided hereunder, all notices, demands or requests may be sent to any Party hereto or any assignee of any Party and shall be deemed to have been properly given or served on the date personally delivered to the named individuals below or on the date of mailing if such is deposited in the United States Mail, addressed to such Party, postage prepaid, and registered or certified with return receipt requested, at the addresses set forth below. However, the time period in which a response to any notice, demand, or request must be given, if any, shall commence to run from the date of receipt of the notice, demand or request by the addressee thereof, as indicated on the signed receipt. Rejection or other refusal to accept shall be deemed to be receipt of the notice, demand or request sent. All notices, certificates or other communications hereunder shall be addressed as follows:

If to ABI: Atlanta BeltLine, Inc.  
100 Peachtree Street, Suite 2300  
Atlanta, Georgia 30303  
Attention: Project Manager for Art and Culture  
Telephone: (404) 477-3636  
Email: MKyle@atlbeltline.org

With a copy to: Atlanta BeltLine, Inc.  
100 Peachtree Street, Suite 2300  
Atlanta, Georgia 30303  
Attention: Assistant General Counsel  
Telephone: (404) 477-3545  
Email: mthomas@atlbeltline.org

If to Artist: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Telephone: (\_\_\_\_) \_\_\_\_\_  
Email: \_\_\_\_\_



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ABI 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.

15. Miscellaneous.

- a. Time. Time is of the essence in this Agreement due to the nature of the funding. References in this Agreement or any related document to time periods in days shall mean calendar days unless expressly provided otherwise.
- b. Entire Agreement; Amendments. This Agreement shall constitute the entire agreement and understanding between the Parties hereto and there are no other agreements or understandings, oral or written, with reference to the subject matter hereof that are not merged herein. This Agreement shall not be amended, altered or changed except by a written agreement signed by the Parties hereto.
- c. Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity and enforceability of any other provision.
- d. Interpretation. No provision of this Agreement shall be construed against or interpreted to the disadvantage of any Party hereto by any court or other governmental or judicial authority by any reason of such Party having or being deemed to have drafted, structured, dictated or required such provision.
- e. Sufferance and Non-Waiver. No term, covenant or condition of this Agreement can be waived except by written consent of the Party against whom such waiver is asserted. Forbearance or indulgence by a Party shall not constitute a waiver of the term, covenant or condition. The other Party shall be entitled to invoke any remedy available under this Agreement or by law or in equity despite said forbearance or indulgence.
- f. Applicable Law. This Agreement shall be governed and construed for all purposes under and in accordance with the laws of the State of Georgia. Venue shall be deemed to be proper in the Fulton Superior Court for the State of Georgia and, if applicable, the U.S. District Court of the Northern District of Georgia, Atlanta Division.
- g. Consent to Jurisdiction, Waiver of Jury Trial. Artist hereby consents to the jurisdiction of any state court within Fulton County, Georgia or any federal court located within the Northern District of the State of Georgia for any proceeding or dispute arising out of this Agreement. Artist consents that all service of process be made by registered or certified mail directed to Artist at the address indicated in Paragraph 14 or at such other address as Artist may have designated in writing to ABI. Service so made shall be deemed to be completed upon the earlier of actual



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receipt thereof or three (3) days after deposit in the United States mail, proper postage prepaid and properly addressed.

To the extent permitted by law, Artist voluntarily and knowingly waives trial by jury and waives any objection Artist may have based on lack of jurisdiction, improper venue or forum *non conveniens* to the conduct of any proceeding instituted under this Agreement, or arising out of or in connection with this Agreement, including any actions based upon, arising out of or in connection with any course of conduct, course of dealing, statement (whether oral or written) or actions of ABI or the Artist, and the Artist consents to the granting of such legal or equitable relief as is deemed appropriate by the court.

- h. Counterparts. This Agreement may be signed in any number of counterparts, each of which shall be an original for all purposes, but all when taken together shall constitute only one (1) agreement.
- i. Authorization. Each of the signatories to this Agreement hereby represents that he or she has the authority to bind his or her respective Party.

IN WITNESS WHEREOF, ABI, by and through its duly authorized officers, and Artist have executed this Agreement as of the Effective Date.

**ATLANTA BELTLINE, INC.**  
a Georgia nonprofit corporation

By: \_\_\_\_\_  
Clyde Higgs  
President and CEO

ATTEST:

Sworn to and subscribed before me

this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_

(NOTARY SEAL)

**Funding source:** ABLP, BL TAD, COA, Fulton County, NEA \_\_\_\_\_

**(SIGNATURES CONTINUED ON NEXT PAGE.)**



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**ARTIST**

By:

\_\_\_\_\_  
*[insert artist printed name]*

\_\_\_\_\_  
*[insert artist signature]*

ATTEST:

Sworn to and subscribed before me

this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_

(NOTARY SEAL)



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## **EXHIBIT “A”**

### **Scope of Services**

#### **The Artist’s services entail the following deliverables:**

- a. Artists will construct and install \_\_\_\_\_.
- b. The Artist will install the Work after consulting with ABI regarding safe installation practices and materials used, ensuring the safety of the Work and public participants.
- c. Size of the Work; site of the Work; schedule of installation; and schedule of deconstruction, removal, and restoration must be approved by ABI before work may begin.
- d. All Work must be installed prior to \_\_\_\_\_, 201\_\_ for review by ABI.
- e. If ABI rejects the Work following review, the Artist must remove the Work prior to the exhibit opening on \_\_\_\_\_, 201\_\_ and forfeits his or her remaining 30% of payment for the Work.
- f. If ABI accepts the Work and Artist installs the Work, Artist shall be responsible for de-installing and removing the Work in accordance with a schedule established by the ABI Project Manager.
- g. Artist will be responsible for maintenance of the Work during the Contract Term. ABI may elect, in ABI’s sole discretion, to provide maintenance services for the Artist’s Work to maintain the safety of the Work or the professionalism of the exhibit and the cost incurred to perform such maintenance may be deducted from Artist’s remaining 30% payment. ABI may also elect, in its sole discretion, to remove any Work it deems dangerous, damaged, or incomplete.



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## **EXHIBIT “A” [use this for murals only]**

### **Scope of Services**

#### **The Artist’s services entail the following deliverables:**

- a. Artists will apply/install the Work as approved by ABI at a location approved by ABI.
- b. The Artist will install the Work after consulting with ABI regarding safe installation practices and materials used, ensuring the safety of the Work and public participants.
- c. Size of the Work; site of the Work; schedule of installation; and schedule of deconstruction, removal, and/or restoration must be approved by ABI before work may begin.
- d. All Work must be installed prior to \_\_\_\_\_, 201\_\_ for review by ABI.
- e. If ABI rejects the Work following review, the Artist must remove the Work prior to the exhibit opening on \_\_\_\_\_, 201\_\_ and forfeits his or her remaining 20% of payment for the Work.
- f. If ABI accepts the Work and Artist installs the Work, Artist shall be responsible for maintaining and removing the Work in accordance with a schedule established by the ABI Project Manager. If ABI determines that it is necessary to remove and/or buff out the mural during the Exhibition Cycle, Artist shall forfeit the remaining 20% of payment for the Work.
- g. Artist will be responsible for maintenance of the Work during the Contract Term, including the Exhibition Cycle. ABI may elect, in ABI’s sole discretion, to provide maintenance services for the Artist’s Work to maintain the safety of the Work or the professionalism of the exhibit and the cost incurred to perform such maintenance may be deducted from Artist’s remaining 20% payment.



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**EXHIBIT “B”**  
**Contractor Affidavit under O.C.G.A. §13-10-91**

By executing this affidavit, the undersigned Contractor verifies its compliance with O.C.G.A. §13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of ATLANTA BELTLINE, INC. has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. §13-10-91. Furthermore, the undersigned Contractor will continue to use the federal work authorization program throughout the Contract Term and the undersigned Contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the Contractor with the information required by O.C.G.A. §13-10-91. Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

\_\_\_\_\_

Federal Work Authorization User Identification Number

\_\_\_\_\_

Date of Authorization

\_\_\_\_\_

Name of Contractor

\_\_\_\_\_

Name of Project

\_\_\_\_\_

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on \_\_\_\_\_, 20\_\_ in \_\_\_\_\_ (city), \_\_\_\_\_ (state).

By: \_\_\_\_\_

Signature of Authorized Officer or Agent

\_\_\_\_\_

Printed Name and Title of Authorized Officer or Agent

Subscribed and Sworn before me on this the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_

NOTARY PUBLIC  
 My Commission Expires: \_\_\_\_\_ [NOTARY SEAL]



EXHIBIT "C"

Subcontractor Affidavit under O.C.G.A. § 13-10-91

By executing this affidavit, the undersigned Subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with (insert name of Contractor) on behalf of ATLANTA BELTLINE, INC. has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned Subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the Subcontractor with the information required by O.C.G.A. § 13-10-91. Additionally, the undersigned Subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the Contractor within five business days of receipt. If the undersigned Subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned Subcontractor must forward, within five business days of receipt, a copy of the notice to the Contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Subcontractor

Name of Project

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on \_\_\_\_, 20\_\_ in \_\_\_\_ (city), \_\_\_\_ (state).

By: \_\_\_\_\_
Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

Subscribed and Sworn before me on this the
\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

NOTARY PUBLIC
My Commission Expires: \_\_\_\_\_ [NOTARY SEAL]



EXHIBIT "D"

Sub-subcontractor Affidavit under O.C.G.A. § 13-10-91

By executing this affidavit, the undersigned sub-subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract for (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract) and (name of Contractor) on behalf of ATLANTA BELTLINE, INC. has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned sub-subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned sub-subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the sub-subcontractor with the information required by O.C.G.A. § 13-10-91(b). The undersigned sub-subcontractor shall submit, at the time of such contract, this affidavit to (name of Subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract). Additionally, the undersigned sub-subcontractor will forward notice of the receipt of any affidavit from a sub-subcontractor to (name of Subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract). Sub-subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Sub-subcontractor

Name of Project

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on \_\_\_\_\_, 20\_\_ in \_\_\_\_\_ (city), \_\_\_\_\_(state).

By: \_\_\_\_\_
Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

Subscribed and Sworn before me on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

NOTARY PUBLIC
My Commission Expires: \_\_\_\_\_ [NOTARY SEAL]





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## **EXHIBIT G.2**

# **INSTALLATION SERVICES AGREEMENT**

This **INSTALLATION SERVICES AGREEMENT** (this “Agreement”) is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2019 (the “Effective Date”), by and between **Atlanta BeltLine, Inc.**, a Georgia nonprofit corporation (“ABI”), and \_\_\_\_\_ (“Consultant”). Individually, ABI and Consultant may be referred to in this Agreement as a “**Party**” and collectively as the “**Parties.**”

### **WITNESSETH:**

**WHEREAS**, The Atlanta Development Authority d/b/a Invest Atlanta (“IA”) has been designated by the City of Atlanta (the “City”) as redevelopment agent for implementing and otherwise carrying out the redevelopment initiatives in connection with the City’s BeltLine tax allocation district (the “BeltLine TAD”); and

**WHEREAS**, ABI has been formed by IA to coordinate the administrative, development and redevelopment activities of the BeltLine TAD; and

**WHEREAS**, ABI recognizes that public art provides opportunities for citizens of all socioeconomic backgrounds to enjoy quality art and helps make Atlanta a better place to live; and

**WHEREAS**, ABI intends to place public art displays along the Atlanta BeltLine corridor, including music and performance art as part of its Art on the Atlanta BeltLine Program; and

**WHEREAS**, in performing its responsibilities in coordinating the redevelopment activities of the BeltLine TAD, ABI desires to engage the services of Consultant to provide physical and technical assistance with the installation of artwork for Art on the Atlanta BeltLine 2019, including the coordination of certain activities associated with ABI’s presentation of the “BeltLine After Dark” event and the “BeltLine Walls” murals project; and

**WHEREAS**, Consultant possesses the necessary knowledge, skills, ability and expertise to competently perform the functions and services for which Consultant will be engaged under this Agreement; and

**WHEREAS**, Consultant has agreed to perform said services and ABI has agreed to accept said services.



**NOW, THEREFORE**, for and in consideration of the foregoing premises and the covenants, representations, warranties and agreements set forth herein, ABI and Consultant hereby agree as follows:

1. **Services to be Provided.** The functions and services to be provided under this Agreement (the “Services”) are as described in Exhibit “A” - Scope of Services, which is attached hereto and incorporated herein by this reference. In connection with the Services, ABI and Consultant acknowledge and agree that ABI has engaged Consultant as an independent contractor, and not as an employee of ABI. Consultant is not an officer or agent of ABI and has no authority to bind ABI to any contractual obligation or otherwise. Consultant shall be responsible for proper administration and payment of all taxes attributable to the Services delivered and the income received under this Agreement and shall hold ABI harmless from and against all such taxes and costs.

2. **Additional Services.** Professional services that are above and beyond the Services may be contracted for under a separate agreement or in an amendment to this Agreement. Notwithstanding the foregoing, Consultant agrees to provide ABI with a written proposal, complete with an estimation of additional costs, for any additional services prior to proceeding with additional services. ABI shall not be responsible for paying Consultant any fees or compensation for any additional services Consultant performs without the prior written consent of ABI.

3. **Compensation.** ABI shall pay Consultant a fee not to exceed \_\_\_\_\_ [spell out amount] (\$XX,XXX.XX) as full compensation for all services furnished and performed pursuant to this Agreement by Consultant, including its employees, subcontractors, and anyone working at its direction. This fee shall represent total compensation 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 periodic installments during the Contract Term, as defined in Section 4 herein. Each installment shall represent full and final, non-refundable payment for all services and materials provided prior to the due date.

a) **DBE Utilization and Participation.** In order to ensure, track, and be inclusive of minority participation in the overall development of the Atlanta BeltLine Project, ABI strongly encourages participation of Disadvantaged Business Enterprises (DBEs) comprised of Female Business Enterprise (FBE), Minority Business Enterprise (MBE), and/or Small Business Enterprise (SBE) entities in all contracts issued by ABI. As a part of this commitment, ABI gathers data on the utilization of DBEs in all contracts. Each contractor or consultant for ABI shall list all DBEs that have been or will be utilized on each contract and/or amendment; the amount of revenue received or to be received by the DBE; and the percentage of the overall Scope of Services the specific DBE will provide under the contract and/or amendment.



b) Additional Documentation Required for Payment. In addition to other required items, each invoice submitted for payment shall be accompanied by the following, all in form and substance satisfactory to the City and ABI and in compliance with applicable statutes of the State of Georgia, and shall constitute a request for payment:

(i) A statement from Consultant setting forth the list of all sub-consultants/subcontractors with whom Consultant has subcontracted; the amount of each such subcontract, the DBE status and participation percentage, in compliance with the Disadvantaged Business Enterprise Utilization Plan (Subcontractor/Sub-consultant Utilization and DBE Participation Form attached hereto as Exhibit “B” and incorporated herein by this reference), which is incorporated herein by reference; the amount requested for any sub-consultant/subcontractor in the invoice, and the amount to be paid to the sub-consultant/subcontractor from such invoice;

(ii) A DBE Invoice Summary shall accompany each invoice which provides the actual DBE participation (DBE/NON-DBE Vendor Participation Invoice Summary attached hereto as Exhibit “C” and incorporated herein by this reference);

(iii) Such other information, documentation, certificates and materials as ABI may reasonably require.

If, at any time during the Contract Term, Consultant alters or decreases the level of DBE participation without the express written permission of ABI, ABI shall have the right to terminate this agreement by giving Consultant **thirty (30)** days’ written notice.

Provided that a request for payment is received by ABI no later than the 10<sup>th</sup> day of a month, ABI shall make payment to Consultant not later than **sixty (60)** days following the receipt of the payment request and all related support documentation. If a request for payment is received by ABI after the date fixed above, payment shall be made by ABI no later than **seventy-five (75)** days after ABI receives a complete request for payment and all related supporting documentation.

4. **Term.** The term of this Agreement shall begin on the Effective Date and end on \_\_\_\_\_, 201\_ (the “Contract Term”), unless sooner terminated by either Party as provided herein. 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 prescribed in this Agreement shall not obligate ABI to make any additional payments to Consultant unless specifically agreed to in writing by both Parties.



a) Consultant shall begin the work described in the Scope of Services within five (5) days of receipt of a Notice to Proceed.

b) Consultant shall complete the work described in the Scope of Services as set forth in Exhibit "A".

**5. Termination.** Either Party shall have the right to terminate this Agreement upon **thirty (30)** days' written notice, with or without cause. Notwithstanding the foregoing, if Consultant fails to maintain any professional license or other certification, including licensure by the State of Georgia, ABI shall have the right to terminate this Agreement with five (5) days' written notice. If Consultant's services are terminated by ABI, the termination will not affect any rights or remedies of ABI then existing or which may thereafter accrue against Consultant or its surety. In case of termination of this Agreement before completion of the work described in the Scope of Services, Consultant will be paid only for the portion of the work satisfactorily performed through the effective date of termination as determined by ABI. Neither Party shall be entitled to recover lost revenue, special, consequential or punitive damages, attorney's fees or costs from the other Party to this Agreement for any reason whatsoever. This Agreement shall not be deemed to provide any third party with any remedy, claim, right of action, or other right, except as stated in Section 9(a). The Parties' obligations pursuant to this Section shall survive any acceptance of Work, or termination or expiration of this Agreement.

**6. Ownership of Documents.** All documents, plans, reports or other written materials of any kind prepared by Consultant in connection with this Agreement (the "Documents") shall become the sole property of ABI free and clear of any claims by Consultant of any kind or character whatsoever, and ABI shall have the right to use and duplicate such Documents, as ABI deems appropriate and in ABI's sole discretion, in connection with this and any other project of ABI.

**7. Confidentiality.** Subject to any provisions in O.C.G.A Section 50-18-70, *et seq.* (the "Georgia Open Records Act") or other applicable provisions of Georgia law, it is hereby agreed by ABI and Consultant that all work and materials prepared in connection with the Services provided under this Agreement are confidential. Dissemination of all materials produced from this Agreement will be handled by the person or persons ABI designates as its project manager in connection with the Services provided under this Agreement (the "ABI Project Manager"). The confidential information shall be used by Consultant solely in connection with the business and negotiations related to this engagement and not for any other purpose and shall not be disclosed to any other personnel, client or affiliated entity of Consultant (other than to personnel that have been specifically designated by Consultant, or as required by law) without ABI's prior written consent. Consultant shall not disseminate any materials, documents or information outside of ABI and its designated approved personnel without the consent of ABI. In the event of receipt of a Georgia Open Records Act request by Consultant, Consultant shall immediately inform the ABI Project Manager, who shall advise Consultant as to whether ABI will seek to prevent the dissemination of



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the requested material pursuant to any applicable exemption(s) or whether ABI believes compliance with such request is required under law. If ABI decides to seek protection of the requested material under an applicable exemption, Consultant agrees to fully cooperate with ABI and to withhold from disclosure any material sought to be protected until ordered by a court of law having jurisdiction or ABI to do so. In such events, ABI shall bear the sole reasonable cost and expense of Consultant in connection with any legal proceedings (excepting costs and expenses resulting from Consultant's negligence or willful misconduct). ABI's Project Manager for this Agreement shall be Miranda Kyle, Arts & Culture Program Manager.

Consultant hereby advises that the personnel listed on Exhibit "D", attached hereto and incorporated herein by this reference, are designated to work on this engagement and have access to information as limited hereby. ABI hereby consents to the designated employees listed on Exhibit "D". This designated list of personnel may be amended only upon notice to and the written consent and approval of ABI.

In order to protect and limit the dissemination of confidential information provided herein, Consultant agrees to abide by the terms contained in this Section 7 and to require compliance by its employees, contractors, sub-contractors, consultants, and agents.

**8. Insurance.** In conjunction with the execution of this Agreement, Consultant shall provide evidence of worker's compensation, general liability and professional malpractice insurance to ABI to cover the acts and omissions of Consultant and Consultant's principals, employees and agents, and any sub-contractor in rendering the Services within the scope of and in compliance with this Agreement. Consultant shall at all times during the term of this Agreement maintain insurance policies consistent and in full compliance with the following requirements or their equivalent (the "Insurance Requirements"):

- a) Statutory Worker's Compensation Insurance including waiver of subrogation in favor of Atlanta BeltLine, Inc.
- b) Commercial General Liability Insurance
  - i. \$1,000,000 limit of liability per occurrence for bodily injury and property damage and \$2,000,000 in the aggregate;
  - ii. The following additional coverage must apply:
    - A. 2013 or later ISO Commercial General Liability Form.
    - B. Dedicated Limits per Project Site or Location (CG 25 03 or CG 25 04).
    - C. Additional Insured Endorsement CG2010 04 13 and CG2037 04 13.



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- D. Waiver of Subrogation in favor of Atlanta BeltLine, Inc.
  - E. Primary and Non-Contributory wording.
- c) Automobile Liability Insurance
- i. \$1,000,000 combined single limit of liability per accident for bodily injury and property damage.
  - ii. Commercial form covering owned, non-owned, leased, hired and borrowed vehicles.
  - iii. Additional Insured Endorsement
  - iv. Waiver of Subrogation Endorsement
- d) Insurance company must be authorized to do business in the State of Georgia.
- e) Additional insureds on the Commercial General Liability and Auto Liability Insurance policies shall be shown as: Atlanta BeltLine, Inc.
- f) The cancellation provision should provide 30 days' notice of cancellation (10 days' notice for cancellation due to non-payment of premium).
- g) Insurance Company, except Worker's Compensation carrier, must have an A.M. Best Rating of A- VII or higher. Certain Worker's Comp funds may be acceptable by the approval of ABI. European markets including those based in London and domestic surplus lines markets that operate on a non-admitted basis are exempt from this requirement provided that the Consultants' broker/agent can provide financial data to establish that a market is equal to or exceeds the financial strengths associated with the A.M. Best's rating of A- VII or better. Insurance Company must be authorized to do business by the Georgia Department of Insurance.
- h) Certificates of Insurance, and any subsequent renewals, must reference specific bid/contract by project name and if applicable, project/bid number.
- i) Consultant shall agree to provide redacted copies of current insurance policy (ies) if requested to verify the compliance with these insurance requirements. The General Liability and Auto Liability Insurance policies required to be provided by Consultant will be primary over any insurance program carried by ABI.
- j) Consultant shall require all policies of insurance that are in any way related to the services provided and that are secured and maintained by Consultant and all subcontractors



to include clauses providing that each underwriter shall waive rights of recovery, under subrogation or otherwise, against ABI and its officers, officials, employees, Consultants, separate contractors/consultants, and subcontractors.

k) Consultant waives all rights of recovery against ABI and its officers, officials, employees, separate consultants, and all subcontractors which Consultant may have or acquire because of deductible clauses in or inadequacy of limits of any policies of insurance that are in any way related to the services provided, and that are secured and maintained by Consultant.

l) Consultant shall require all subcontractors to waive their rights of recovery (as aforesaid waiver by Consultant) against ABI and its officers, officials, employee and volunteers, consultants, separate contractors, and other subcontractors (including subcontractors of separate contractors).

## **9. Miscellaneous Provisions.**

a) Indemnification. Consultant shall, and Consultant does hereby agree to save, hold harmless from, and indemnify ABI, IA, and the City against any and all claims, demands, actions, causes of action, suits, liabilities, damages, losses, costs and expenses of any kind or nature whatsoever (including, without limitation, reasonable attorneys' fees and court costs incurred in enforcing this indemnity and otherwise) which ABI, IA or the City may suffer or incur, or which may be asserted against ABI, IA and the City, and which arise in connection with the services provided and Consultant's performance of the Scope of Services, or any of them, which indemnity shall continue notwithstanding the expiration or earlier termination of this Agreement with respect to any occurrence preceding such expiration or termination; provided, however, that in no event shall the indemnity provided under this Section extend to a claim, demand, action, cause of action, suit, liability, damage, loss, cost or expense if and to the extent the same is caused by any default, negligence or willful misconduct of ABI, IA or the City. In no event shall the indemnification in this section, diminish, affect, impede or impair, in any manner whatsoever, the benefits to which any Party may be entitled under any insurance policy required by this Agreement or otherwise, or under the terms of any waiver of any subrogation contained therein.

b) Assignment. Neither Party hereto shall assign its rights, duties or obligations under this Agreement without the prior written consent of the other Party. In the event that written consent to assignment is obtained by either Party, 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, ABI shall have the right to assign this Agreement, at its sole discretion and without the consent of Consultant, to any entity formed or designated by ABI as its "agent" for purposes of implementing all or a portion of its responsibilities with respect to the BeltLine TAD. In such instances, ABI shall promptly advise Consultant of any such assignment and provide Consultant with the name of any replacement contact person.



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c) Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity and enforceability of any other provision.

d) Sufferance and Non-Waiver. No term, covenant or condition of this Agreement can be waived except by written consent of the Party against whom such waiver is asserted. Forbearance or indulgence by a Party in any regard whatsoever shall not constitute a waiver of the term, covenant or condition, the other Party shall be entitled to invoke any remedy available under this Agreement or by law or in equity despite said forbearance or indulgence.

e) Applicable Law. This Agreement shall be governed and construed for all purposes under and in accordance with the laws of the State of Georgia.

f) Entire Agreement; Amendments. This Agreement constitutes the entire agreement between the Parties hereto, and it shall not be amended, altered or changed except by a written agreement signed by the Parties hereto.

g) Interpretation. No provision of this Agreement shall be construed against or interpreted to the disadvantage of any Party hereto by any court of other governmental or judicial authority by any reason of such Party having or being deemed to have drafted, structured, dictated or required such provision.

h) Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when mailed by certified mail, postage prepaid, addressed as follows:

If to ABI:

Atlanta BeltLine, Inc.  
100 Peachtree Street, NW  
Suite 2300  
Atlanta, GA 30303  
Attn: Miranda Kyle, Arts & Culture Program Manager  
Phone: (404) 477-3636  
Fax: (404) 477-3006  
Email: mkyle@atlbeltline.org

With a copy to:

Atlanta BeltLine, Inc.  
100 Peachtree Street, NW  
Suite 2300  
Atlanta, GA 30303  
Attn: Michelle L. Thomas, Assistant General Counsel



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Phone: (404) 477-3545  
Fax: (404) 477-3006  
Email: MThomas@atlbeltline.org

If to Consultant:

\_\_\_\_\_ [Address Line 1]  
\_\_\_\_\_ [Address Line 2]  
\_\_\_\_\_ [Address Line 3]  
Attn: \_\_\_\_\_  
Phone: (XXX) XXX-XXXX  
Email: xxxxx@xxxxxx.com/net/org

A duplicate copy of each notice, certificate or other communication given hereunder by either ABI or Consultant to any one of the others shall also be given to all of the others. ABI or Consultant may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

i) Changes in Key Personnel. If at any time during the Contract Term, Consultant changes the composition of any firm, team, or personnel identified in its response to the RFQ that served as the precursor to this Agreement without the express written consent of ABI, ABI shall have the right to terminate this Agreement by giving Consultant thirty (30) days’ written notice. In the event that ABI receives a request from Consultant to change its Key Personnel, and the request is granted, ABI shall have the right to select the person or firm that will complete the work described in the Scope of Services.

j) Counterparts. This Agreement may be signed in any number of counterparts, each of which shall be an original for all purposes, but all when taken together shall constitute only one (1) agreement.

k) Ethics. Consultant acknowledges that ABI’s employees, directors, and officers are bound by The Atlanta BeltLine, Inc. Code of Ethics (the “ABI Ethics Code”); that Consultant has read and understood the ABI Ethics Code; and that Consultant will govern itself accordingly in all interactions with ABI’s employees, directors, and officers.

l) Time. Time is of the essence of this Agreement due to the nature of the funding. References in this Agreement or any related document to time periods in days shall mean calendar days unless expressly provided otherwise.

m) Contractor/Consultant and Subcontractor/Sub-consultant Evidence of Compliance; Federal Work Authorization. Pursuant to O.C.G.A. §13-10-91, ABI cannot enter into a contract for the physical performance of services unless the Contractor, its Subcontractor(s) and sub-subcontractor(s), as that term is defined by state law, register and participate in the Federal Work



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Authorization Program to verify specific information on all new employees. Contractor certifies that it has complied and will continue to comply throughout the Contract Term with O.C.G.A. §13-10-91 and any related and applicable Georgia Department of Labor Rule. Contractor agrees to sign an affidavit evidencing its compliance with O.C.G.A. §13-10-91. The signed affidavit is attached to this Agreement as Exhibit “E” and incorporated herein by this reference. Contractor agrees that in the event it employs or contracts with any Subcontractor(s) in connection with this Agreement, Contractor will secure from each Subcontractor or an affidavit that certifies the Subcontractor’s current and continuing compliance with O.C.G.A. §13-10-91 throughout the Contract Term. Any signed Subcontractor affidavit(s) obtained in connection with this Contract shall be attached hereto as Exhibit “F” and incorporated herein by this reference. Each Subcontractor agrees that in the event it employs or contracts with any sub-subcontractor(s), each Subcontractor will secure from each sub-subcontractor an affidavit that certifies the sub-subcontractor’s current and continuing compliance with O.C.G.A. §13-10-91 throughout the Contract Term. Any signed sub-subcontractor affidavit(s) obtained in connection with this Agreement shall be attached hereto as Exhibit “G” and incorporated herein by this reference. Additionally, in accordance with O.C.G.A. §50-36-1, Contractor is required to sign the SAVE affidavit attached hereto as Exhibit “H” and incorporated herein by this reference.

**10. Media.** Consultant shall not communicate any information related to this engagement and 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 ABI Project Manager. It is intended that the Services performed hereunder are confidential in nature and shall not be publicly disseminated unless approved by ABI Project Manager. If approved, ABI will coordinate with Consultant in the public dissemination of information about the work related to this engagement and unless and until ABI approves in writing, Consultant shall not communicate any information related to the Atlanta BeltLine to government officials, the press, publications and other media, or press releases.

**11. Conflicts.** ABI and Consultant recognize that given the business of Consultant and the scope of the Atlanta BeltLine Program there may be other clients or potential clients of Consultant related to the Atlanta BeltLine Program. The Parties agree that the intent and desire is to limit any conflicts and any potential conflicts and issues and, in that regard, Consultant shall fully disclose to ABI any of its existing clients in connection with the Atlanta BeltLine Program and on an ongoing basis disclose and keep ABI advised of any clients or potential conflict issues that may arise in connection with any Atlanta BeltLine Program related engagement. Upon being advised of a potential conflict from Consultant, ABI will review and determine the course of action to address the conflict. ABI agrees to work in good faith with Consultant to resolve any conflicts.

**12. Consent to Jurisdiction, Waiver of Jury Trial.** Consultant hereby consents to the jurisdiction of any state court within Fulton County, Georgia or any federal court located within the Northern District of Georgia, for any proceeding or dispute arising out of this Agreement. All service of process will be delivered to Consultant’s authorized agent for service of process, or at such other address as Consultant may have designated in writing to ABI, and



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service so made shall be deemed to be completed in accordance with the applicable laws of the State of Georgia. To the extent permitted by law, Consultant voluntarily and knowingly waives trial by jury and waives any objection which it may have based on lack of jurisdiction or improper venue or forum *non conveniens* to the conduct of any proceeding instituted under this Agreement, or arising out of or in connection with this Agreement, including any actions based upon, arising out of or in connection with any course of conduct, course of dealing, statement (whether oral or written), or actions of ABI or Consultant, and Consultant consents to the granting of such legal or equitable relief as is deemed appropriate by the court.

13. **Authorization.** Each of the signatories to this Agreement hereby represent that they have the authority to bind their respective entities and that they have undertaken to accomplish any and all actions required by their respective boards, or they have been granted the authority previously by their respective boards to enter into this Agreement.

14. **Equal Opportunity.** Consultant and all Subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, disability, age, or any other protected characteristic. Consultant shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, sex, national origin, disability, age, or any other protected characteristic. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, a notice setting forth these policies of non-discrimination. Consultant and all subcontractors and subconsultants shall, in all solicitations or advertisements for employees placed by them or on their behalf state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin, disability, age, or any other characteristic protected by law.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

**ATLANTA BELTLINE, INC.**  
**a Georgia nonprofit corporation**

By: \_\_\_\_\_  
Clyde Higgs  
President and CEO

ATTEST:

CORPORATE SEAL

By: \_\_\_\_\_  
Michelle L. Thomas, Assistant Secretary

Approved as to form:



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By: \_\_\_\_\_  
Michelle L. Thomas  
Assistant General Counsel

Funding Source: ABLP, BL TAD, COA, COA, Fulton County, NEA \_\_\_\_\_

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**CONSULTANT:**

\_\_\_\_\_ [name of consultant]

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (Typed or Printed)

\_\_\_\_\_  
Title

**ATTEST:**

Sworn to and subscribed before  
me this \_\_\_ day of \_\_\_\_\_, 201\_\_

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

(NOTARY SEAL)



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## **EXHIBIT “A”**

### **SCOPE OF SERVICES**

Consultant shall perform the following services as directed by ABI and in accordance with the schedule set by ABI:



EXHIBIT "B"
SUBCONTRACTOR/SUBCONSULTANT UTILIZATION AND DBE PARTICIPATION
CERTIFICATION

Contract: \_\_\_\_\_ Date: as of \_\_\_\_\_
Contract Date: \_\_\_\_\_
Total Contract Amount: \_\_\_\_\_

Atlanta BeltLine, Inc. (ABI) strongly encourages participation by Female Business Enterprise (FBE), Minority Business Enterprise (MBE), and Small Business Enterprise (SBE) entities in all contracts issued by ABI. As a part of this commitment, ABI is gathering data on the utilization of FBE, MBE, and SBE entities on all contracts. Each contractor or consultant for ABI shall list any and all Female, Minority or Small Business Enterprises (FBE, MBE, and SBE) that have been or will be utilized on this contract; the amount of revenue received or to be received by the FBE, MBE, and SBE; and the percentage of the overall Scope of Services provided under the contract.

Contractor/Consultant: \_\_\_\_\_

- 1. My firm, as the Contractor/Consultant on the above contract (is) \_\_\_\_\_ (is not) \_\_\_\_\_ a Female, Minority, or Small Business Enterprise. (Please indicate below the portion of work, including percentage of contract amount, that your firm will carry out directly.):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- 2. If the Contractor/Consultant is a Joint Venture, please indicate by checking here (\_\_\_) and complete a Joint Venture Disclosure Affidavit. ABI will also need to have a copy of the executed Joint Venture Agreement.

- 3. Subcontractors/Subconsultants (including suppliers) used or to be utilized in the performance of this project, if awarded, are:

Subcontractor/Subconsultant Name: \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_ Contact Person \_\_\_\_\_

Email address: \_\_\_\_\_

Ethnic Group\* \_\_\_\_\_ FBE/MBE/SBE Certification from (name of agency) \_\_\_\_\_

Work to be Performed \_\_\_\_\_

Amount awarded \$ \_\_\_\_\_ Amount received \$ \_\_\_\_\_

Percent of Total Contract Amount \_\_\_\_\_% Percent of Scope of Services \_\_\_\_\_%



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\*Groups: African American Business Enterprise (AABE); Asian Business Enterprise (ABE); Female Business Enterprise (FBE); Hispanic Business Enterprise (HBE); Native American Business Enterprise (NABE); Small Business Enterprise (SBE); as certified by the Georgia Department of Transportation, the City of Atlanta, Georgia Minority Supplier Development Council or MARTA.

Subcontractor/Subconsultant Name:
Address
Phone Contact Person
Email address:
Ethnic Group\* FBE/MBE/SBE Certification from (name of agency)
Work to be Performed
Amount awarded \$ Amount received \$
Percent of Total Contract Amount % Percent of Scope of Services %

Subcontractor/Subconsultant Name:
Address
Phone Contact Person
Email address:
Ethnic Group\* FBE/MBE/SBE Certification from (name of agency)
Work to be Performed
Amount awarded \$ Amount received \$
Percent of Total Contract Amount % Percent of Scope of Services %

Subcontractor/Subconsultant Name:
Address
Phone Contact Person
Email address:
Ethnic Group\* FBE/MBE/SBE Certification from (name of agency)
Work to be Performed
Amount awarded \$ Amount received \$
Percent of Total Contract Amount % Percent of Scope of Services %

Subcontractor/Subconsultant Name:
Address



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Phone \_\_\_\_\_ Contact Person \_\_\_\_\_  
Email address: \_\_\_\_\_  
Ethnic Group\* \_\_\_\_\_ FBE/MBE/SBE Certification from (name of agency) \_\_\_\_\_  
Work to be Performed \_\_\_\_\_  
Amount awarded \$ \_\_\_\_\_ Amount received \$ \_\_\_\_\_  
Percent of Total Contract Amount \_\_\_\_\_% Percent of Scope of Services \_\_\_\_\_%

**Total Amount of All DBE Subcontractor/Subconsultant Agreements \$ \_\_\_\_\_**

**Percentage Value of Total Contract \_\_\_\_\_**

**If the contract is completed, please indicate the total amount paid to the above Subcontractors or Subconsultants. \$ \_\_\_\_\_**

**Total Amount of FBE Subcontractor/Subconsultant Agreements \$ \_\_\_\_\_**

**Total Amount of MBE Subcontractor/Subconsultant Agreements \$ \_\_\_\_\_**

**Total Amount of SBE Subcontractor/Subconsultant Agreements \$ \_\_\_\_\_**

The undersigned certifies that he/she is legally authorized by the Contractor/Consultant to make the statements and representations in this document and that said statements and representations are true and correct to the best of his/her knowledge and belief.

**Contractor/Consultant Name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**Address:** \_\_\_\_\_  
\_\_\_\_\_

**Contact Person for Contract:** \_\_\_\_\_

**Telephone No.:** \_\_\_\_\_ **Email Address:** \_\_\_\_\_

**EXHIBIT "C"**  
**DBE/NON-DBE VENDOR PARTICIPATION INVOICE SUMMARY**

**(ON NEXT PAGE)**





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**EXHIBIT “D”**

**LIST OF CONSULTANT’S PERSONNEL**

The following individuals are authorized by Consultant to work on this engagement and have access to information as limited by Section 7 of this Agreement:



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**EXHIBIT “E”**  
**Contractor Affidavit under O.C.G.A. §13-10-91**

By executing this affidavit, the undersigned Contractor verifies its compliance with O.C.G.A. §13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of ATLANTA BELTLINE, INC. has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. §13-10-91. Furthermore, the undersigned Contractor will continue to use the federal work authorization program throughout the Contract Term and the undersigned Contractor will contract for the physical performance of services in satisfaction of such contract only with Subcontractors who present an affidavit to the Contractor with the information required by O.C.G.A. §13-10-91. Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

\_\_\_\_\_  
Federal Work Authorization User Identification Number

\_\_\_\_\_  
Date of Authorization

\_\_\_\_\_  
Name of Contractor

\_\_\_\_\_  
Name of Project

\_\_\_\_\_  
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on \_\_\_\_\_, 20\_\_ in \_\_\_\_\_ (city), \_\_\_\_\_ (state).

By: \_\_\_\_\_  
Signature of Authorized Officer or Agent

\_\_\_\_\_  
Printed Name and Title of Authorized Officer or Agent

Subscribed and Sworn before me on this the  
\_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

[NOTARY SEAL]



EXHIBIT "F"
Subcontractor Affidavit under O.C.G.A. § 13-10-91

By executing this affidavit, the undersigned Subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with (insert name of Contractor) on behalf of ATLANTA BELTLINE, INC. has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned Subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the Subcontractor with the information required by O.C.G.A. § 13-10-91. Additionally, the undersigned Subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the Contractor within five business days of receipt. If the undersigned Subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned Subcontractor must forward, within five business days of receipt, a copy of the notice to the Contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Subcontractor

Name of Project

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on \_\_\_\_, 20\_\_ in \_\_\_\_ (city), \_\_\_\_ (state).

By: \_\_\_\_\_
Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

Subscribed and Sworn before me on this the
\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

NOTARY PUBLIC
My Commission Expires: \_\_\_\_\_

[NOTARY SEAL]



EXHIBIT "G"
Sub-subcontractor Affidavit under O.C.G.A. § 13-10-91

By executing this affidavit, the undersigned sub-subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract for (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract) and (name of Contractor) on behalf of ATLANTA BELTLINE, INC. has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned sub-subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned sub-subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the sub-subcontractor with the information required by O.C.G.A. § 13-10-91(b). The undersigned sub-subcontractor shall submit, at the time of such contract, this affidavit to (name of Subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract). Additionally, the undersigned sub-subcontractor will forward notice of the receipt of any affidavit from a sub-subcontractor to (name of Subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract). Sub-subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Sub-subcontractor

Name of Project

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on \_\_\_\_, 20\_\_ in \_\_\_\_ (city), \_\_\_\_ (state).

By: Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

Subscribed and Sworn before me on this the \_\_\_\_ day of \_\_\_\_, 201\_\_.

NOTARY PUBLIC
My Commission Expires: \_\_\_\_\_

[NOTARY SEAL]



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EXHIBIT "H"
S.A.V.E. AFFIDAVIT UNDER O.C.G.A §50-36-1(e)(2)

ATLANTA BELTLINE, INC. AFFIDAVIT
VERIFYING STATUS FOR RECEIPT OF PUBLIC BENEFIT

By executing this affidavit under oath, as an applicant for a Consulting Services contract with Atlanta BeltLine, Inc., or other public benefit as provided by O.C.G.A. §50-36-1, and determined by the Attorney General of Georgia in accordance therewith, I verify one of the following with respect to my application for a public benefit from Atlanta BeltLine, Inc.:

- 1) I am a United States Citizen.
2) I am a legal permanent resident 18 years of age or older.
3) I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act with an alien number issued by the Department of Homeland Security or other federal immigration agency.

My alien number issued by the Department of Homeland Security or other federal immigration agency is:

The undersigned applicant also hereby verifies that he or she is 18 years of age or older and has provided at least one secure and verifiable document as required by O.C.G.A. §50-36-1(e)(1) with this Affidavit. The secure and verifiable document provided with this affidavit is:

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of O.C.G.A. §16-10-20, and face criminal penalties as allowed by such criminal statute.

Executed in (city), (state).

Signature of Applicant Date:

Printed Name of Applicant:

Sworn to and subscribed before me

This day of , 201.

Notary Public
My commission expires:

[NOTARY SEAL]



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## **EXHIBIT G.3**

### **Agreement for the Public Presentation of Musical Performance or Display of Performance Art**

This AGREEMENT FOR THE PUBLIC PRESENTATION OF MUSICAL PERFORMANCE OR DISPLAY OF PERFORMANCE ART (this “Agreement”) is made and entered into this \_\_\_ day of \_\_\_\_\_, 2019 (the “Effective Date”) by and between Atlanta BeltLine, Inc. (“ABI”), a Georgia nonprofit corporation, and \_\_\_\_\_ (the “Artist”) to present a musical performance or display of performance art on the Atlanta BeltLine (the “Work”).

#### **WITNESSETH:**

**WHEREAS**, ABI recognizes that public art provides opportunities for citizens of all socioeconomic backgrounds to enjoy quality art and helps make Atlanta a better place to live; and

**WHEREAS**, ABI intends to place public art displays along the Atlanta BeltLine corridor, including music and performance art; and

**WHEREAS**, ABI has determined that it would like to feature the Artist’s Work on the Atlanta BeltLine corridor in a location to be determined by ABI (the “Site”); and

**WHEREAS**, ABI has conducted a selection process and, as a result, has chosen the Work created by the Artist, to be presented or displayed at the Site.

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

#### **AGREEMENT**

3. **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 such Person. An Affiliate of ABI shall include the Atlanta Beltline Partnership, Inc. (“ABLP”), The Atlanta Development Authority d/b/a Invest Atlanta (“IA”), and the City of Atlanta (“COA”).

“AGREEMENT” shall mean this Agreement for the Public Presentation of Musical Performance or Display of Performance Art, as amended and modified from time to time.

“ARTIST” shall mean \_\_\_\_\_ and his or her heirs, agents, estate and personal representatives.



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“ARTWORK” shall mean the art, music, or performance created in accordance with the Agreement for the Public Presentation of Musical Performance or Display of Performance Art made and entered into on the date above by and between the Artist and Atlanta BeltLine, Inc., and shall also be referenced herein as the “Work.”

“PARTY” or “PARTIES” shall mean each or all, as appropriate, of the persons or entities who have executed and delivered this Agreement, each permitted successor or assign of such a Party, and when appropriate to effect 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.

“PRODUCTS” shall mean any and all art-based or non-art-based products or services associated directly or indirectly with the Artwork or the Artist, whether such Artwork or Products are known or unknown, and whether or not in existence on the Effective Date of this Agreement, such Products including, but not limited to, recordings, videos, wall art, calendars, stationery items, books, media properties, and apparel.

4. Scope of Services. Artist is solely responsible for the display and performance of the Work. 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. ABI and Artist acknowledge and agree that ABI has engaged Artist as an independent contractor, not as an agent or employee of ABI. Artist is not an officer or agent of ABI and has no authority to bind ABI 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 ABI harmless from and against all such taxes and costs.

3. Compensation. ABI shall pay Artist a fixed fee of \_\_\_\_\_ XX/100 (\$X,XXX.XX) 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% shall be an initial retainer, due after execution of this Agreement and after ABI establishes a Performance Schedule, as defined in **Exhibit “A”** herein, for the Work, to cover supply costs and initial work by Artist. The remaining installment of 50% shall be paid within 60 days upon satisfactory completion of the Work described in this Agreement.

4. Term. The term of this Agreement shall begin on the Effective Date and end on \_\_\_\_\_, 201\_ (the “Contract Term”) unless sooner terminated by either Party as provided herein. During the Contract Term, the Work will be performed at the Site and the Services shall be completed within the schedule for completion, as directed by the ABI Project Manager. For the purposes of this Agreement, the ABI Project Manager shall be Miranda Kyle, Arts & Culture Program Manager.



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a. 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 ABI to make additional payments to Artist, unless specifically agreed to in writing by both Parties.

b. In the event that ABI, in its sole discretion, elects to change the performance schedule (defined in **Exhibit “A”**), Artist shall work in good faith with ABI to reschedule the performance of the Work. If the Parties are unable to reschedule the performance of the Work, Artist shall not be entitled to receive the second installment of the Compensation described in Paragraph 3 above.

5. Termination. ABI shall have the right to terminate this Agreement upon fifteen (15) days written notice, with or without cause.

a. In the event that ABI determines that Artist’s actions cause an imminent threat to persons or property, ABI shall have the right to suspend Artist’s performance of the Work immediately.

b. In the event that ABI determines that Artist’s performance of the Work deviates from the Work described in the notice of acceptance of proposal received by the Artist, ABI shall have the right to cancel the performance, and the second installment of Compensation shall be forfeited.

6. Indemnification. Artist agrees to indemnify and hold harmless ABI, 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 Work, (“Claims”) against ABI, 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. In no event, however, shall this provision apply to liability caused by the willful misconduct or sole negligence of ABI.

Artist hereby acknowledges that ABI does not assume liability for performance of the Artist’s Work. Additionally, ABI does not assume any liability for any loss or damage to Artist equipment while the same is in transit, being set up, or utilized in the Work. It is understood that all Work created and displayed is at the Artist’s own risk.

7. Non-Exclusive License.

a. Commencing on the Effective Date of this Agreement, Artist hereby grants to ABI the unencumbered, non-exclusive and perpetual rights to reproduce, adapt, manufacture, publish, market, distribute, sell, and display all Products based on the Artwork for all manners of promotional and fundraising purposes and use.

b. In addition to such rights, the Artist hereby grants ABI:

i. the non-exclusive and perpetual right to print, vend, sell, reproduce, distribute, and otherwise use the image of the Artwork in any manner and by any means, whether or not now known, invented, used or contemplated, to promote and advertise the sale of the Products. For example, ABI has the right to use and reproduce images



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or recordings of the Artwork in brochures, media publicity, and exhibition catalogues or similar publications, and in advertising for the merchandise or Products to be produced. ABI will be entitled to allow third parties to make alternative media reproductions including, without limitation, reproductions in photographs, drawings, illustrations, digital images, film and video, or other media, whether now existing or hereafter invented; and

- ii. the right to use and publish, and to permit others to use and publish, Artist's name (including any professional name heretofore or hereinafter adopted by Artist), likeness, and biographical material or any reproduction or simulation thereof, in order to promote and advertise the sale of the Products and/or merchandise; and
  - iii. 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. ABI acknowledges that the Artist has designed and/or composed a special Work that has been selected to represent Art on the BeltLine 2019. As such, ABI agrees to make reasonable efforts to provide proper attribution to the Artist, such as "Original Artwork/Work by \_\_\_\_\_", or "Art on the Atlanta BeltLine, 2019", as applicable. ABI shall also use reasonable efforts to require that third parties include reasonable and appropriate attribution in reproductions of the Artwork permitted by ABI.
- e. The Artist shall be entitled to retain reproductions of the Artwork for purposes of the Artist's own portfolio and promotional efforts. In all reproductions of and references to the Work, the Artist shall include the following: "An original work commissioned by Atlanta BeltLine, Inc." or "Art on the BeltLine, 2019," as applicable.
- f. The Artist shall notify ABI of any change in Artist's address from that which is listed in Paragraph 14 of the Agreement. The failure to do so, if such failure prevents ABI 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, ABI 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.
8. Covenants and Representations and Warranties of the Artist. Artist represents and warrants that:



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- a. Except as otherwise disclosed in writing to ABI, the design, recording, image, and all other documents submitted to ABI are unique, original and do not infringe upon any copyright or trademark;
- b. The design, recording, image and all other documents submitted to ABI are free and clear of any liens from any source;
- c. Artist represents and warrants to ABI that the Work does not violate any rights, including trademark rights;
- d. Artist hereby agrees to indemnify ABI, 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 Artist's agreements or covenants contained in this Agreement; and
- e. The representations and warranties described in this Paragraph 8 shall survive the termination of this Agreement.

9. Covenants and Representations and Warranties of ABI. ABI 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.

10. 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 ABI Project Manager. It is intended that the Services performed hereunder are confidential in nature and shall not be publicly disseminated unless approved by ABI's Project Manager. If approved, ABI will coordinate with the Artist in the public dissemination of information about the Work related to this engagement, and unless and until ABI approves in writing, the Artist shall not communicate any information related to the Atlanta BeltLine to government officials, the press, publications and other media, or press releases.

11. 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, ABI shall have the right to assign this Agreement to the City of Atlanta or to The Atlanta Development Authority d/b/a Invest Atlanta, at its sole discretion and without the consent of the Artist, to any entity formed or designated by ABI as its agent for purposes of implementing all or a portion of ABI's responsibilities. In such instances, ABI 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 or sound quality of the Work, shall be carried out under the personal supervision of Artist, and Artist provides written notice to ABI of the subcontracting and ABI approves of said subcontracting.



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12. Federal Work Authorization. Pursuant to O.C.G.A. §13-10-91, ABI cannot enter into a contract for the physical performance of services unless the Artist, its subcontractor(s) and sub-subcontractor(s), as that term is defined by state law, register and participate in the Federal Work Authorization Program to verify specific information on all new employees. Artist certifies that it has complied and will continue to comply throughout the Contract Term with O.C.G.A. §13-10-91 and any related and applicable Georgia Department of Labor Rule. Artist agrees to sign an affidavit evidencing its compliance with O.C.G.A. §13-10-91. The signed affidavit is attached to this Agreement as **Exhibit “B”** and incorporated herein by this reference. Artist agrees that in the event it employs or contracts with any subcontractor(s) in connection with this Agreement, Artist will secure from each subcontractor an affidavit that certifies the subcontractor’s current and continuing compliance with O.C.G.A. §13-10-91 throughout the Agreement Term. Any signed subcontractor affidavit(s) obtained in connection with this Agreement shall be attached hereto as **Exhibit “C.”** Each subcontractor agrees that in the event it employs or contracts with any sub-subcontractor(s), each subcontractor will secure from each sub-subcontractor an affidavit that certifies the sub-subcontractor’s current and continuing compliance with O.C.G.A. §13-10-91 throughout the Agreement Term. Any signed sub-subcontractor affidavit(s) obtained in connection with this Agreement shall be attached hereto as **Exhibit “D.”** Additionally, Artist is required to sign the SAVE affidavit attached hereto as **Exhibit “E”**, in accordance with O.C.G.A. §50-36-1.

13. Conflicts. ABI and the Artist recognize that, given the business of the Artist and the scope of the BeltLine TAD, there may be other clients or potential clients of the Artist related to the Atlanta BeltLine initiative. The Parties agree that the intent and desire is to limit any conflicts and any potential conflicts and issues and, in that regard, the Artist shall fully disclose to ABI any of its existing clients in connection with the Atlanta BeltLine project and on an ongoing basis disclose and keep ABI advised of any clients or potential conflict issues that may arise in connection with any Atlanta BeltLine related engagement. Upon being advised of a potential conflict from the Artist, ABI will review and determine, in ABI’s sole discretion, the course of action to address the conflict. ABI agrees to work in good faith with the Artist to resolve any conflicts.

14. Notices. All notices, demands or requests provided for or permitted to be given pursuant to this Agreement must be in writing. If not otherwise provided hereunder, all notices, demands or requests may be sent to any Party hereto or any assignee of any Party and shall be deemed to have been properly given or served on the date personally delivered to the named individuals below or on the date of mailing if such is deposited in the United States Mail, addressed to such Party, postage prepaid, and registered or certified with return receipt requested, at the addresses set forth below. However, the time period in which a response to any notice, demand, or request must be given, if any, shall commence to run from the date of receipt of the notice, demand or request by the addressee thereof, as indicated on the signed receipt. Rejection or other refusal to accept shall be deemed to be receipt of the notice, demand or request sent. All notices, certificates or other communications hereunder shall be addressed as follows:

If to ABI: Atlanta BeltLine, Inc.  
100 Peachtree Street, Suite 2300  
Atlanta, Georgia 30303



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Attention: Project Manager for Art and Culture  
Telephone: (404) 477-3636  
Email: MKyle@atlbeltline.org

With a copy to: Atlanta BeltLine, Inc.  
100 Peachtree Street, Suite 2300  
Atlanta, Georgia 30303  
Attention: Assistant General Counsel  
Telephone: (404) 477-3545  
Email: mthomas@atlbeltline.org

If to Artist: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Telephone: (\_\_\_\_) \_\_\_\_\_  
Email: \_\_\_\_\_

ABI 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.

15. Miscellaneous.

- a. Time. Time is of the essence in this Agreement due to the nature of the funding. References in this Agreement or any related document to time periods in days shall mean calendar days unless expressly provided otherwise.
- b. Entire Agreement; Amendments. This Agreement shall constitute the entire agreement and understanding between the Parties hereto and there are no other agreements or understandings, oral or written, with reference to the subject matter hereof that are not merged herein. This Agreement shall not be amended, altered or changed except by a written agreement signed by the Parties hereto.
- c. Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity and enforceability of any other provision.
- d. Interpretation. No provision of this Agreement shall be construed against or interpreted to the disadvantage of any Party hereto by any court of other governmental or judicial authority by any reason of such Party having or being deemed to have drafted, structured, dictated or required such provision.
- e. Sufferance and Non-Waiver. No term, covenant or condition of this Agreement can be waived except by written consent of the Party against whom such waiver is asserted. Forbearance or indulgence by a Party shall not constitute a waiver of the term, covenant or condition. The other Party shall be entitled to invoke any remedy available under this Agreement or bylaw or in equity despite said forbearance or indulgence.



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- f. Applicable Law. This Agreement shall be governed and construed for all purposes under and in accordance with the laws of the State of Georgia. Venue shall be deemed to be proper in the Fulton Superior Court for the State of Georgia and, if applicable, the U.S. District Court of the Northern District of Georgia, Atlanta Division.
- g. Consent to Jurisdiction, Waiver of Jury Trial. Artist hereby consents to the jurisdiction of any state court within Fulton County, Georgia or any federal court located within the Northern District of the State of Georgia for any proceeding or dispute arising out of this Agreement. Artist consents that all service of process be made by registered or certified mail directed to Artist at the address indicated in Paragraph 14 or at such other address as Artist may have designated in writing to ABI. Service so made shall be deemed to be completed upon the earlier of actual receipt thereof or three (3) days after deposit in the United States mail, proper postage prepaid and properly addressed.

To the extent permitted by law, Artist voluntarily and knowingly waives trial by jury and waives any objection Artist may have based on lack of jurisdiction, improper venue or forum *non conveniens* to the conduct of any proceeding instituted under this Agreement, or arising out of or in connection with this Agreement, including any actions based upon, arising out of or in connection with any course of conduct, course of dealing, statement (whether oral or written) or actions of ABI or the Artist, and the Artist consents to the granting of such legal or equitable relief as is deemed appropriate by the court.

- h. Counterparts. This Agreement may be signed in any number of counterparts, each of which shall be an original for all purposes, but all when taken together shall constitute only one (1) agreement.
- i. Authorization. Each of the signatories to this Agreement hereby represents that he or she has the authority to bind his or her respective Party.

IN WITNESS WHEREOF, ABI, by and through its duly authorized officers, and Artist have executed this Agreement as of the Effective Date.

**(REMAINDER OF PAGE LEFT BLANK INTENTIONALLY. SIGNATURES CONTAINED ON NEXT PAGE.)**

**ATLANTA BELTLINE, INC.**  
a Georgia nonprofit corporation



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By: \_\_\_\_\_  
Clyde Higgs  
President and CEO

ATTEST:

Sworn to and subscribed before me

this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_ (NOTARY SEAL)

**Funding source:** ABLP, BL TAD, COA, Fulton County, NEA, GCA

**(REMAINDER OF PAGE LEFT BLANK INTENTIONALLY. SIGNATURES CONTINUED ON  
NEXT PAGE.)**

**ARTIST**



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By:

\_\_\_\_\_  
*[insert artist printed name]*

\_\_\_\_\_  
*[insert artist signature]*

ATTEST:

Sworn to and subscribed before me

this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

(NOTARY SEAL)



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**“EXHIBIT A”**

**Scope of Services**

**The Artist’s services entail the following deliverables:**

- h. Artists will design and perform \_\_\_\_\_.
- i. The Artist will perform the Work after consulting with ABI regarding best practices and ensuring the safety of the Work and public participants and viewers.
- j. The Artist will perform the Work in accordance with the schedule established by the ABI Project Manager (the “Performance Schedule”).

**EXHIBIT “B”**



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**Contractor Affidavit under O.C.G.A. §13-10-91**

By executing this affidavit, the undersigned Contractor verifies its compliance with O.C.G.A. §13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of ATLANTA BELTLINE, INC. has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. §13-10-91. Furthermore, the undersigned Contractor will continue to use the federal work authorization program throughout the Contract Term and the undersigned Contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the Contractor with the information required by O.C.G.A. §13-10-91. Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

\_\_\_\_\_  
Federal Work Authorization User Identification Number

\_\_\_\_\_  
Date of Authorization

\_\_\_\_\_  
Name of Contractor

\_\_\_\_\_  
Name of Project

\_\_\_\_\_  
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on \_\_\_\_\_, 20\_\_ in \_\_\_\_\_ (city), \_\_\_\_\_ (state).

By: \_\_\_\_\_  
Signature of Authorized Officer or Agent

\_\_\_\_\_  
Printed Name and Title of Authorized Officer or Agent

Subscribed and Sworn before me on this the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires: \_\_\_\_\_

[NOTARY SEAL]



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**EXHIBIT “C”**

**Subcontractor Affidavit under O.C.G.A. § 13-10-91**

By executing this affidavit, the undersigned Subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with \_\_\_\_\_ (insert name of Contractor) on behalf of ATLANTA BELTLINE, INC. has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned Subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the Subcontractor with the information required by O.C.G.A. § 13-10-91. Additionally, the undersigned Subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the Contractor within five business days of receipt. If the undersigned Subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned Subcontractor must forward, within five business days of receipt, a copy of the notice to the Contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

\_\_\_\_\_  
 Federal Work Authorization User Identification Number

\_\_\_\_\_  
 Date of Authorization

\_\_\_\_\_  
 Name of Subcontractor

\_\_\_\_\_  
 Name of Project

\_\_\_\_\_  
 Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on \_\_\_\_\_, 20\_\_ in \_\_\_\_\_ (city), \_\_\_\_\_ (state).

By: \_\_\_\_\_  
 Signature of Authorized Officer or Agent

\_\_\_\_\_  
 Printed Name and Title of Authorized Officer or Agent

Subscribed and Sworn before me on this the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
 NOTARY PUBLIC  
 My Commission Expires: \_\_\_\_\_ [NOTARY SEAL]

**EXHIBIT “D”**

**Sub-subcontractor Affidavit under O.C.G.A. § 13-10-91**



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By executing this affidavit, the undersigned sub-subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract for \_\_\_\_\_ (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract) and \_\_\_\_\_ (name of Contractor) on behalf of ATLANTA BELTLINE, INC. has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned sub-subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned sub-subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the sub-subcontractor with the information required by O.C.G.A. § 13-10-91(b). The undersigned sub-subcontractor shall submit, at the time of such contract, this affidavit to \_\_\_\_\_ (name of Subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract). Additionally, the undersigned sub-subcontractor will forward notice of the receipt of any affidavit from a sub-subcontractor to \_\_\_\_\_ (name of Subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract). Sub-subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

\_\_\_\_\_  
Federal Work Authorization User Identification Number

\_\_\_\_\_  
Date of Authorization

\_\_\_\_\_  
Name of Sub-subcontractor

\_\_\_\_\_  
Name of Project

\_\_\_\_\_  
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on \_\_\_\_\_, 20\_\_ in \_\_\_\_\_ (city), \_\_\_\_\_(state).

By: \_\_\_\_\_  
Signature of Authorized Officer or Agent

\_\_\_\_\_  
Printed Name and Title of Authorized Officer or Agent

Subscribed and Sworn before me on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires: \_\_\_\_\_ [NOTARY SEAL]

**EXHIBIT "E"**  
**S.A.V.E. AFFIDAVIT UNDER O.C.G.A §50-36-1(e)(2)**





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## **EXHIBIT G.4**

### **PHOTOGRAPHY AGREEMENT**

This **PHOTOGRAPHY AGREEMENT** (this “Agreement”) is made and entered into as of this \_\_\_ day of \_\_\_\_\_, 2019 (the “Effective Date”) by and between **Atlanta BeltLine, Inc.**, (“ABI”) a nonprofit corporation duly organized and existing under the laws of the State of Georgia and \_\_\_\_\_ [name of person or entity] (the “Photographer”), a \_\_\_\_\_ [if business entity, describe type]. ABI and Photographer may be referred to herein individually as a “Party” and collectively as the “Parties.”

#### **WITNESSETH:**

**WHEREAS**, The Atlanta Development Authority d/b/a Invest Atlanta (“IA”) has been designated by the City of Atlanta (the “City”) as redevelopment agent for implementing and otherwise carrying out the redevelopment initiatives in connection with the City’s BeltLine tax allocation district (the “BeltLine TAD”); and

**WHEREAS**, ABI has been formed by IA to coordinate the implementation, development, and redevelopment activities of the BeltLine TAD; and

**WHEREAS**, in performing its responsibilities to coordinate the redevelopment activities of the BeltLine TAD, ABI desires to engage the services of a Photographer to capture photographic images the Art on the Atlanta BeltLine program, the “BeltLine After Dark” event, and other arts and culture events associated with Art on the Atlanta BeltLine (the “Photographs”) for marketing and other purposes consistent with its implementation activities;

**WHEREAS**, the Photographer possesses the unique professional expertise and experience to provide the services for which the Photographer will be engaged under this Agreement as described in detail in the scope of services attached hereto as Exhibit A; and

**WHEREAS**, the Photographer has agreed to perform said services and ABI has agreed to accept said services; and

**WHEREAS**, the Parties desire to enter into this Agreement to set forth the obligations of the Parties and the services to be performed by the Photographer.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. **Services to be Provided.** The functions and services to be provided under this Agreement (the “Services”) are as described in Exhibit A - Scope of Services, which is attached hereto and incorporated herein by reference. In connection with the Services, ABI and the Photographer acknowledge and agree



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that ABI has engaged the Photographer as an independent contractor, and not as an employee of ABI. The Photographer is not an officer or agent of ABI and has no authority to bind ABI to any contractual obligation or otherwise. The Photographer shall be responsible for proper administration and payment of all taxes attributable to the Services delivered and the income received under this Agreement and shall hold ABI harmless from and against all such taxes and costs. It is the intention of the parties that Photographer shall be an independent contractor and nothing herein shall be construed as inconsistent with that status.

1.1 Ownership. Ownership of the Photographs is acknowledged to be vested with ABI, free and clear of any claims by Photographer of any kind or character whatsoever and nothing contained in this Agreement shall be interpreted to the contrary.

1.2 License; Permitted Uses. Photographer shall maintain the Photographs with the same level of care that Photographer applies to Photographer's property; provided however, that upon execution of this Agreement, ABI shall have an exclusive, perpetual right to use of the Photographs, and shall have the right to grant sublicenses to others. ABI shall maintain the Photographs with the same level of care that ABI applies to its property; provided however, that upon execution of this Agreement, Photographer shall have a non-exclusive right to use the Photographs in the Photographer's portfolio, but the same may not be sold or reproduced without the express written permission of ABI. Further, Photographer shall not transfer ownership of the copyrights to any Photographs taken pursuant to the terms of this Agreement to others. In any use of the Photographs by ABI, ABI shall always acknowledge Photographer as the person who took the photograph in any distribution or publication of the Photographs. All licenses granted to ABI under this Agreement shall be unlimited; provided however, that ABI and Photographer agree not to use any Photographs in any manner that would be materially detrimental to the values of ABI or the Photographs themselves.

1.3 Warranty Against Infringement. The Photographer shall not knowingly incorporate any material into the Photographs which is subject to the copyrights or any other intellectual property rights of any third party, unless the Photographer has the right to copy and incorporate such material. Specifically, but without limitation, the Photographer represents and warrants that the Photographer shall obtain the written consents and releases of any individual who will actually take photographs for any purpose described in this Agreement, and these written consents and releases shall state that the individual has agreed to execute and deliver an assignment of all rights with respect to the Photographs to ABI.

1.4 Affiliates; Permitted Users. In addition to the specific license granted to ABI under Section 1.2, Photographer hereby grants additional licenses to the following third-party affiliates of ABI (the "Affiliates"): the City of Atlanta, Atlanta BeltLine Partnership, Inc., and The Atlanta Development Authority (d/b/a Invest Atlanta). All licenses granted to the Affiliates hereunder shall be under the same terms and conditions as the license granted to ABI under Section 1.2 and ABI shall accept responsibility for following up with the Affiliates so that the Affiliates understand and comply with the terms of any such license.



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1.5 Work for Hire. All Photographs created and/or taken by the Photographer in the course of any work undertaken for ABI shall be deemed a “work made for hire” for ABI as said term is defined under the U.S. Copyright Act, with ABI deemed the author thereof.

2. Additional Services. Professional services that are above and beyond the Services to be provided in this Agreement may be contracted for under a separate agreement or in an amendment to this Agreement. Notwithstanding the foregoing, the Photographer agrees to provide ABI with a written proposal, complete with an estimation of additional costs, for any additional services prior to proceeding with additional services. ABI shall not be responsible for paying the Photographer any fees or compensation for any additional services the Photographer performs without the prior written consent of ABI.

3. Compensation. Subject to the approval of all invoices by ABI, ABI agrees to pay, and the Photographer agrees to accept as full compensation for all services furnished and performed pursuant to this Agreement by the Photographer, including its employees, subcontractors, and anyone working at its direction, a total not to exceed \_\_\_\_\_ and XX/100 Dollars (\$XX,XXX.XX) (the “Project Fee”). The Project Fee shall represent total compensation regardless of any circumstances, whether or not those circumstances were foreseeable at the time of the execution of this Agreement. The Project Fee shall be paid in periodic installments during the course of the Contract Term, as defined in Section 4 herein. Each installment shall represent full and final, non-refundable payment for all services and materials provided prior to the due date.

c) DBE Utilization and Participation. In order to ensure, track, and be inclusive of minority participation in the overall development of the Atlanta BeltLine Project, ABI strongly encourages participation of Disadvantaged Business Enterprises (DBEs) comprised of Female Business Enterprise (FBE), Minority Business Enterprise (MBE), and/or Small Business Enterprise (SBE) entities in all contracts issued by ABI. As a part of this commitment, ABI gathers data on the utilization of DBEs in all contracts. Each contractor or Photographer for ABI shall list all DBEs that have been or will be utilized on each contract and/or amendment; the amount of revenue received or to be received by the DBE; and the percentage of the overall Scope of Services the specific DBE will provide under the contract and/or amendment.

d) Additional Documentation Required for Payment. In addition to other required items, each invoice submitted for payment shall be accompanied by the following, all in form and substance satisfactory to the City and ABI and in compliance with applicable statutes of the State of Georgia, and shall constitute a request for payment:

(i) A statement from Photographer setting forth the list of all subconsultants/subcontractors with whom Photographer has subcontracted; the amount of each such subcontract, the DBE status and participation percentage, in compliance with the Disadvantaged Business Enterprise Utilization Form (Subcontractor/Subconsultant Utilization and DBE Participation Form attached hereto as Exhibit B, which is incorporated herein by this reference) submitted at the time of the bid response which is incorporated herein by



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reference; the amount requested for any subconsultant/subcontractor in the invoice, and the amount to be paid to the subconsultant/subcontractor from such invoice;

(ii) A DBE Invoice Summary shall accompany each invoice which provides the actual DBE participation (DBE/NON-DBE Vendor Participation Invoice Summary attached hereto as Exhibit C, which is incorporated herein by this reference);

(iii) Such other information, documentation, certificates and materials as ABI may reasonably require.

c) If, at any time during the Contract Term, Photographer alters or decreases the level of DBE participation without the express written permission of ABI, ABI shall have the right to terminate this agreement by giving Photographer thirty (30) days' written notice.

d) Provided that a Request for Payment is received by ABI no later than the 10<sup>th</sup> day of a month, Owner shall make payment to the Photographer not later than sixty (60) days following the receipt of the Request for Payment and all related support documentation. If a Request for Payment is received by ABI after the date fixed above, payment shall be made by ABI no later than seventy-five (75) days after ABI receives a completed Request for Payment and all related supporting documentation.

4. **Term.** The term of this Agreement shall commence on the Effective Date and shall remain in effect until \_\_\_\_\_, 201\_\_ (the "Contract Term"), unless sooner terminated by either Party as provided herein. The Term shall have two (2) consecutive twelve (12) month renewal terms which will automatically renew unless ABI provides Photographer with notice of its intent not to renew this Agreement thirty (30) days prior to the expiration date of the initial Term or any extension of the initial Term. An agreement by the Parties to extend the Contract Term in order to complete the Services prescribed in this Agreement shall not obligate ABI to make any additional payments to the Photographer unless specifically agreed to in writing by both Parties.

a) Photographer shall begin the photography work described in the Work Order immediately upon receipt of a fully executed Work Order.

b) Photographer shall complete the work described in the Work Order within the time requested by ABI. A Sample Work Order is attached hereto as Exhibit D and incorporated herein by reference. Each Work Order issued by ABI shall be in a form that is substantially similar to Exhibit D.

c) In the event that time constraints do not permit the issuance of a fully executed Work Order, Photographer shall begin the photography work as requested in writing by the ABI project manager, and ABI shall work diligently to provide a fully executed Work Order to Photographer as soon as practicable.

5. **Termination.** Either Party shall have the right to terminate this Agreement upon thirty (30) days' written notice, with or without cause. If Photographer's services are terminated by ABI, the termination will not affect any rights or remedies of ABI then existing or which may thereafter accrue against Photographer or its surety. In case of termination of this Agreement before completion of the work described in the Scope of Services, Photographer will be paid only for the portion of the work satisfactorily performed through the effective date of termination as determined by ABI. Neither Party shall be entitled



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to recover lost revenue, special, consequential or punitive damages, attorney's fees or costs from the other Party to this Agreement for any reason whatsoever. This Agreement shall not be deemed to provide any third party with any remedy, claim, right of action, or other right, except as stated in Section 8(a). The Parties' obligations pursuant to this Section shall survive any acceptance of Work, or termination or expiration of this Agreement.

6. **Ownership of Documents.** All documents, reports or other written materials of any kind prepared by the Photographer in connection with this Agreement (the "Documents"), including the Photographs and any related materials that are stored by electronic or digital means, shall become the sole property of ABI. Upon the termination of this Agreement, Photographer shall deliver to ABI all Documents generated or worked on by the Photographer. Photographer agrees that ABI shall have the right to use and duplicate such Documents, as ABI deems appropriate and in ABI's sole discretion, in connection with this and any other project of ABI.

7. **Confidentiality.** Subject to any provisions in O.C.G.A Section 50-18-70, *et seq.* (the "Georgia Open Records Act") or other applicable provisions of Georgia law, it is hereby agreed by ABI and the Photographer that all work and materials prepared in connection with the Services provided under this Agreement are confidential. Dissemination of all materials produced from this Agreement will be handled by ABI's Arts and Culture Manager, or the person ABI designates as its project manager in connection with the Scope of Services provided under this Agreement (the "ABI Project Manager"). The confidential information shall be used by the Photographer solely in connection with the business and negotiations related to this engagement and not for any other purpose and shall not be disclosed to any other personnel, client or affiliated entity of the Photographer without ABI's prior written consent. The Photographer shall not disseminate any materials, documents or information outside of ABI and its designated approved personnel without the consent of ABI. In the event of receipt of a Georgia Open Records Act request by the Photographer, the Photographer shall immediately inform the ABI Project Manager, who shall advise the Photographer as to whether ABI will seek to prevent the dissemination of the requested material pursuant to any applicable exemption(s) or whether ABI believes compliance with such request is required under law. If ABI decides to seek protection of the requested material under an applicable exemption, the Photographer agrees to fully cooperate with ABI and to withhold from disclosure any material sought to be protected until ordered by a court of law having jurisdiction or ABI to do so. In such events, ABI shall bear the sole reasonable cost and expense of the Photographer in connection with any legal proceedings (excepting costs and expenses resulting from the Photographer's negligence or willful misconduct).

Photographer hereby advises that the personnel listed on Exhibit E, attached hereto and incorporated herein by this reference, are designated to work on this engagement and have access to information as limited hereby. ABI hereby consents to the designated personnel listed on Exhibit E. This designated list of personnel may be amended only upon notice to and the written consent and approval of ABI.

In order to protect and limit the dissemination of confidential information provided herein, Photographer agrees to abide by the terms contained in this Section 7 and to require compliance by its employees, contractors, sub-contractors, consultants, and agents.



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8. **Insurance.** In conjunction with the execution of this Agreement, Photographer shall provide evidence of worker's compensation, general liability and professional malpractice insurance to ABI to cover the acts and omissions of Photographer and Photographer's principals, employees and agents, and any sub-contractor(s) in rendering the Services within the scope of and in compliance with this Agreement. Photographer shall at all times during the term of this Agreement maintain insurance policies consistent and in full compliance with the following requirements or their equivalent (the "Insurance Requirements"):

a) Statutory Worker's Compensation Insurance including waiver of subrogation in favor of Atlanta BeltLine, Inc.

b) Commercial General Liability Insurance

i. \$1,000,000 limit of liability per occurrence for bodily injury and property damage and \$2,000,000 in the aggregate;

ii. The following additional coverage must apply:

- A. 2013 or later ISO Commercial General Liability Form.
- B. Dedicated Limits per Project Site or Location (CG 25 03 or CG 25 04).
- C. Additional Insured Endorsement CG2010 04 13 and CG2037 04 13.
- D. Waiver of Subrogation in favor of Atlanta BeltLine, Inc.
- E. Primary and Non-Contributory wording.

c) Automobile Liability Insurance

i. \$1,000,000 combined single limit of liability per accident for bodily injury and property damage.

ii. Commercial form covering owned, non-owned, leased, hired and borrowed vehicles.

iii. Additional Insured Endorsement

iv. Waiver of Subrogation Endorsement

d) Insurance company must be authorized to do business in the State of Georgia.

e) Additional insureds on the Commercial General Liability and Auto Liability Insurance policies shall be shown as: Atlanta BeltLine, Inc.

f) The cancellation provision should provide 30 days' notice of cancellation (10 days' notice for cancellation due to non-payment of premium).

g) Insurance Company, except Worker's Compensation carrier, must have an A.M. Best Rating of A- VII or higher. Certain Worker's Comp funds may be acceptable by the approval of ABI. European markets including those based in London and domestic surplus



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lines markets that operate on a non-admitted basis are exempt from this requirement provided that the Photographers' broker/agent can provide financial data to establish that a market is equal to or exceeds the financial strengths associated with the A.M. Best's rating of A- VII or better. Insurance Company must be authorized to do business by the Georgia Department of Insurance.

h) Certificates of Insurance, and any subsequent renewals, must reference specific bid/contract by project name and if applicable, project/bid number.

i) Photographer shall agree to provide redacted copies of current insurance policy (ies) if requested to verify the compliance with these insurance requirements. The General Liability and Auto Liability Insurance policies required to be provided by Photographer will be primary over any insurance program carried by ABI.

j) Photographer shall require all policies of insurance that are in any way related to the services provided and that are secured and maintained by Photographer and all subcontractors to include clauses providing that each underwriter shall waive rights of recovery, under subrogation or otherwise, against ABI and its officers, officials, employees, Photographers, separate contractors/consultants, and subcontractors.

k) Photographer waives all rights of recovery against ABI and its officers, officials, employees, separate consultants, and all subcontractors which Photographer may have or acquire because of deductible clauses in or inadequacy of limits of any policies of insurance that are in any way related to the services provided, and that are secured and maintained by Photographer.

l) Photographer shall require all subcontractors to waive their rights of recovery (as aforesaid waiver by Photographer) against ABI and its officers, officials, employee and volunteers, consultants, separate contractors, and other subcontractors (including subcontractors of separate contractors).

9. **Miscellaneous Provisions.**

a) **Indemnification.**

i) Photographer shall indemnify and hold harmless ABI, IA, and the City, and their officers, directors, employees, and agents from and against any and all claims, demands, suits, losses, costs, expenses, obligations, liabilities, and damages (including reasonable attorneys' and paralegals' fees) incurred or suffered by ABI, IA, and the City throughout all negotiations, trials or appeals undertaken, arising from or in connection with any breach of Photographer's warranties or obligations under this Agreement, except when such claims result from the gross negligence or willful misconduct of ABI, IA, or the City. Photographer agrees to indemnify ABI, IA, and the City against any claims of infringement or violation of rights of publicity or copyright infringement brought against ABI, IA, or the City by any third party arising from any past, present or future photography services undertaken by the Photographer for ABI.

ii) Photographer agrees that irreparable harm and damage would result to ABI as a result of a breach or threatened breach of this Agreement by the Photographer, and that a remedy at law will not be adequate to compensate ABI for such harm and damage. Therefore, the Photographer agrees



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that ABI will have the right to seek and obtain specific performance and a preliminary and/or permanent injunction enjoining any violation of this Agreement and to receive all revenue derived prior to the issuance of such injunctive relief directly or indirectly from the activity giving rise to the violation. The foregoing remedy shall be in addition to and shall not limit any other rights and remedies to which ABI may be entitled at law or in equity.

b) Assignment. Neither Party hereto shall assign its rights, duties or obligations under this Agreement without the prior written consent of the other Party. In the event that written consent to assignment is obtained by either Party, 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, ABI shall have the right to assign this Agreement, at its sole discretion and without the consent of Photographer, to any entity formed or designated by ABI as its “agent” for purposes of implementing all or a portion of its responsibilities with respect to the BeltLine TAD. In such instances, ABI shall promptly advise Photographer of any such assignment and provide Photographer with the name of any replacement contact person.

c) Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity and enforceability of any other provision.

d) Sufferance and Non-Waiver. No term, covenant or condition of this Agreement can be waived except by written consent of the Party against whom such waiver is asserted. Forbearance or indulgence by a Party in any regard whatsoever shall not constitute a waiver of the term, covenant or condition, and the other Party shall be entitled to invoke any remedy available under this Agreement or bylaw or in equity despite said forbearance or indulgence.

e) Applicable Law. This Agreement shall be governed and construed for all purposes under and in accordance with the laws of the State of Georgia.

f) Entire Agreement; Amendments. This Agreement constitutes the entire agreement between the Parties hereto, and it shall not be amended, altered or changed except by a written agreement signed by the Parties hereto.

g) Interpretation. No provision of this Agreement shall be construed against or interpreted to the disadvantage of any Party hereto by any court or other governmental or judicial authority by any reason of such Party having or being deemed to have drafted, structured, dictated or required such provision.

h) Photographer’s Status. The relationship between ABI and the Photographer shall be that of owner and independent contractor. Other than the consideration set forth herein, the Photographer shall not be entitled to any ABI employee benefits including, but not limited to social security, insurance, paid annual leave, sick leave, worker's compensation, free parking or retirement benefits. Personnel policies, tax responsibilities, social security payments, health insurance, employee benefits and other administrative policies, procedures or requirements applicable to the Work or services rendered under this Photographer shall be those of the Photographer, not ABI.

i) Counterparts. This Agreement may be signed in any number of counterparts, each of which shall be an original for all purposes, but all when taken together shall constitute only one (1) agreement.



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j) **Time.** Time is of the essence of this Agreement due to the nature of the funding. References in this Agreement or any related document to time periods in days shall mean calendar days unless expressly provided otherwise.

k) **Ethics.** Photographer acknowledges that ABI’s employees, directors, and officers are bound by The Atlanta BeltLine, Inc. Code of Ethics (the “ABI Ethics Code”); that Photographer has read and understood the ABI Ethics Code; and that Photographer will govern itself accordingly in all interactions with ABI’s employees, directors, and officers.

l) **Contractor/Consultant and Subcontractor/SubConsultant Evidence of Compliance; Federal Work Authorization.** Pursuant to O.C.G.A. §13-10-91, ABI cannot enter into a contract for the physical performance of services unless the Contractor, its Subcontractor(s) and sub-subcontractor(s), as that term is defined by state law, register and participate in the Federal Work Authorization Program to verify specific information on all new employees. Contractor certifies that it has complied and will continue to comply throughout the Contract Term with O.C.G.A. §13-10-91 and any related and applicable Georgia Department of Labor Rule. Contractor agrees to sign an affidavit evidencing its compliance with O.C.G.A. §13-10-91. The signed affidavit is attached to this Agreement as Exhibit “F” and incorporated herein by this reference. Contractor agrees that in the event it employs or contracts with any Subcontractor(s) in connection with this Agreement, Contractor will secure from each Subcontractor or an affidavit that certifies the Subcontractor’s current and continuing compliance with O.C.G.A. §13-10-91 throughout the Contract Term. Any signed Subcontractor affidavit(s) obtained in connection with this Contract shall be attached hereto as Attachment Exhibit “G” and incorporated herein by this reference. Each Subcontractor agrees that in the event it employs or contracts with any sub-subcontractor(s), each Subcontractor will secure from each sub-subcontractor an affidavit that certifies the sub-subcontractor’s current and continuing compliance with O.C.G.A. §13-10-91 throughout the Contract Term. Any signed sub-subcontractor affidavit(s) obtained in connection with this Agreement shall be attached hereto as Attachment Exhibit “H” and incorporated herein by this reference. Additionally, in accordance with O.C.G.A. §50-36-1, Contractor is required to sign the SAVE affidavit attached hereto as Exhibit “I” and incorporated herein by this reference.

10. **Notice.** Any notice required to be given hereunder shall be in writing and mailed by registered or certified mail, return receipt requested, postage prepaid, or hand delivered with receipt of service simultaneously to all Parties and to their copy recipients at the addresses set forth below. Each Party and copy recipient shall have the right to change his address for the receipt of notices, upon the giving of proper notice to all other Parties hereto.

If to ABI:

Atlanta BeltLine, Inc.  
100 Peachtree Street, NW, Suite 2300  
Atlanta, Georgia 30303  
Phone: (404) 477-3636  
Email: [mkyle@atlbeltline.org](mailto:mkyle@atlbeltline.org)  
Attention: Miranda Kyle, Arts & Culture Manager



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With a copy to:  
Atlanta BeltLine, Inc.  
100 Peachtree Street, Suite 2300  
Atlanta, Georgia 30303  
Phone: (404) 477-3545  
Email: mthomas@atlbeltline.org  
Attention: Michelle L. Thomas, Assistant General Counsel

If to the Photographer:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone: (XXX) XXX-XXXX  
Email: xxxxx@xxxxx.com  
Attention:

A duplicate copy of each notice, certificate or other communication given hereunder by either ABI or the Photographer to any one of the others shall also be given to all of the others. ABI or the Photographer may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

11. **Consent to Jurisdiction, Waiver of Jury Trial.** The Photographer hereby consents to the jurisdiction of any state court within Fulton County, Georgia or any federal court located within the Northern District of the State of Georgia, for any proceeding or dispute arising out of this Agreement and consents that all service of process be made by registered or certified mail directed to the Photographer at the address indicated in Section 10 or at such other address as the Photographer may have designated in writing to ABI, and service so made shall be deemed to be completed upon the earlier of actual receipt thereof or three (3) days after deposit in the United States mail, proper postage prepaid and properly addressed. To the extent permitted by law, the Photographer voluntarily and knowingly waives trial by jury and waives any objection which it may have based on lack of jurisdiction or improper venue or forum non convenient to the conduct of any proceeding instituted under this Agreement, or arising out of or in connection with this Agreement, including any actions based upon, arising out of or in connection with any course of conduct, course of dealing, statement (whether oral or written), or actions of ABI or the Photographer, and the Photographer consents to the granting of such legal or equitable relief as is deemed appropriate by the court.

12. **Authorization.** Each of the signatories to this Agreement hereby represent that they have the authority to bind their respective entities and that they have undertaken to accomplish any and all actions required by their respective boards, or they have been granted the authority previously by their respective boards to enter into this Agreement.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the Effective Date.

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**ATLANTA BELTLINE, INC.**  
a Georgia nonprofit corporation

By: \_\_\_\_\_  
Clyde Higgs  
President and CEO

Attest:

By: \_\_\_\_\_  
Michelle L. Thomas, Assistant Secretary

CORPORATE SEAL

Approved as to form:

\_\_\_\_\_  
Michelle L. Thomas  
Assistant General Counsel

Funding Source: ABLP, BL TAD, COA, Fulton County, NEA \_\_\_\_\_

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NEXT PAGE.)**



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**PHOTOGRAPHER:**

\_\_\_\_\_

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (Typed or Printed)

\_\_\_\_\_  
Title

(CORPORATE SEAL)

**ATTEST:**

By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (Typed or Printed)

\_\_\_\_\_  
Title



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## **EXHIBIT A**

### **SCOPE OF SERVICES**

During the Term of this Agreement, Photographer will provide all tools, equipment, and materials necessary to complete various photography assignments at the request of ABI. Photographer will provide opportunity photography and post processing of image files.



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EXHIBIT B
SUBCONTRACTOR/SUBCONSULTANT UTILIZATION AND DBE PARTICIPATION
CERTIFICATION

Contract: \_\_\_\_\_ Date: as of \_\_\_\_\_
Contract Date: \_\_\_\_\_
Total Contract Amount: \_\_\_\_\_

Atlanta BeltLine, Inc. (ABI) strongly encourages participation by Female Business Enterprise (FBE), Minority Business Enterprise (MBE), and Small Business Enterprise (SBE) entities in all contracts issued by ABI. As a part of this commitment, ABI is gathering data on the utilization of FBE, MBE, and SBE entities on all contracts. Each contractor or consultant for ABI shall list any and all Female, Minority or Small Business Enterprises (FBE, MBE, and SBE) that have been or will be utilized on this contract; the amount of revenue received or to be received by the FBE, MBE, and SBE; and the percentage of the overall Scope of Services provided under the contract.

Contractor/Consultant: \_\_\_\_\_

4. My firm, as the Contractor/Consultant on the above contract (is) \_\_\_\_\_ (is not) \_\_\_\_\_ a Female, Minority, or Small Business Enterprise. (Please indicate below the portion of work, including percentage of contract amount, that your firm will carry out directly.):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5. If the Contractor/Consultant is a Joint Venture, please indicate by checking here (\_\_\_) and complete a Joint Venture Disclosure Affidavit. ABI will also need to have a copy of the executed Joint Venture Agreement.

6. Subcontractors/Subconsultant (including suppliers) used or to be utilized in the performance of this project, if awarded, are:

Subcontractor/Subconsultant Name: \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_ Contact Person \_\_\_\_\_

Email address: \_\_\_\_\_

Ethnic Group\* \_\_\_\_\_ FBE/MBE/SBE Certification from (name of agency) \_\_\_\_\_

Work to be Performed \_\_\_\_\_

Amount awarded \$ \_\_\_\_\_ Amount received \$ \_\_\_\_\_

Percent of Total Contract Amount \_\_\_\_\_ % Percent of Scope of Services \_\_\_\_\_ %



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**\*Groups: African American Business Enterprise (AABE); Asian Business Enterprise (ABE); Female Business Enterprise (FBE); Hispanic Business Enterprise (HBE); Native American Business Enterprise (NABE); Small Business Enterprise (SBE); as certified by either the Georgia Department of Transportation, the City of Atlanta, Georgia Minority Supplier and Development Council or MARTA.**

**Subcontractor/Subconsultant Name:** \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_ Contact Person \_\_\_\_\_

Email address: \_\_\_\_\_

Ethnic Group\* \_\_\_\_\_ FBE/MBE/SBE Certification from (name of agency) \_\_\_\_\_

Work to be Performed \_\_\_\_\_

Amount awarded \$ \_\_\_\_\_ Amount received \$ \_\_\_\_\_

Percent of Total Contract Amount \_\_\_\_\_ % Percent of Scope of Services \_\_\_\_\_ %

---

**Subcontractor/Subconsultant Name:** \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_ Contact Person \_\_\_\_\_

Email address: \_\_\_\_\_

Ethnic Group\* \_\_\_\_\_ FBE/MBE/SBE Certification from (name of agency) \_\_\_\_\_

Work to be Performed \_\_\_\_\_

Amount awarded \$ \_\_\_\_\_ Amount received \$ \_\_\_\_\_

Percent of Total Contract Amount \_\_\_\_\_ % Percent of Scope of Services \_\_\_\_\_ %

---

**Subcontractor/Subconsultant Name:** \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_ Contact Person \_\_\_\_\_

Email address: \_\_\_\_\_

Ethnic Group\* \_\_\_\_\_ FBE/MBE/SBE Certification from (name of agency) \_\_\_\_\_

Work to be Performed \_\_\_\_\_

Amount awarded \$ \_\_\_\_\_ Amount received \$ \_\_\_\_\_

Percent of Total Contract Amount \_\_\_\_\_ % Percent of Scope of Services \_\_\_\_\_ %

---

**Subcontractor/Subconsultant Name:** \_\_\_\_\_



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Address \_\_\_\_\_  
\_\_\_\_\_

Phone \_\_\_\_\_ Contact Person \_\_\_\_\_

Email address: \_\_\_\_\_

Ethnic Group\* \_\_\_\_\_ FBE/MBE/SBE Certification from (name of agency) \_\_\_\_\_

Work to be Performed \_\_\_\_\_

Amount awarded \$ \_\_\_\_\_ Amount received \$ \_\_\_\_\_

Percent of Total Contract Amount \_\_\_\_\_% Percent of Scope of Services \_\_\_\_\_%

**Total Amount of All DBE Subcontractor/Subconsultant Agreements \$ \_\_\_\_\_**

**Percentage Value of Total Contract \_\_\_\_\_**

**If the contract is completed, please indicate the total amount paid to the above Subcontractors or Subconsultants. \$ \_\_\_\_\_**

**Total Amount of FBE Subcontractor/Subconsultant Agreements \$ \_\_\_\_\_**

**Total Amount of MBE Subcontractor/Subconsultant Agreements \$ \_\_\_\_\_**

**Total Amount of SBE Subcontractor/Subconsultant Agreements \$ \_\_\_\_\_**

The undersigned certifies that he/she is legally authorized by the Contractor/Consultant to make the statements and representations in this document and that said statements and representations are true and correct to the best of his/her knowledge and belief.

**Contractor/Consultant Name: \_\_\_\_\_**

**Signature: \_\_\_\_\_ Title: \_\_\_\_\_**

**Address: \_\_\_\_\_  
\_\_\_\_\_**

**Contact Person for Contract: \_\_\_\_\_**

**Telephone No.: \_\_\_\_\_ Email Address: \_\_\_\_\_**



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**EXHIBIT C**  
**DBE/NON-DBE VENDOR PARTICIPATION INVOICE SUMMARY**

**(ON NEXT PAGE)**





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**EXHIBIT D**  
**SAMPLE WORK ORDER**

Service Provider:	Project Name: Photography Assignment –
Work Order Number: 1	
<p><b>This Work Order ("Work Order"), when approved and signed by both parties, is issued under and amends that certain Photography Agreement between the parties dated _____, 2019 (the "Agreement"). Except as modified herein, all terms and conditions of the Agreement remain in full force and effect.</b></p> <p><b>SCOPE OF SERVICES:</b></p> <p>The service provider shall engage a Photographer to provide the following services (the "Services"):</p> <p><input type="checkbox"/> Described as follows: _____</p> <p><b>SCHEDULE:</b></p> <p><input checked="" type="checkbox"/> Time to complete performance of the photography services is X days from the date of the issuance of the Work Order on <u>(date)</u>.</p> <p><input type="checkbox"/> Time to complete performance as set forth in the attached document entitled _____.</p> <p><b>COMPENSATION:</b></p> <p>The fee for the scope of services is <u>\$XXX.00</u></p> <p><b>FUNDING SOURCE(S):</b></p> <p>_____</p>	



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**Exhibit E**

**LIST OF PHOTOGRAPHER'S PERSONNEL**

The following individuals are authorized by Photographer to work on this engagement and have access to information as limited by Section 7 of this Agreement:



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**Exhibit F**

**Contractor Affidavit under O.C.G.A. §13-10-91**

By executing this affidavit, the undersigned Contractor verifies its compliance with O.C.G.A. §13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of ATLANTA BELTLINE, INC. has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. §13-10-91. Furthermore, the undersigned Contractor will continue to use the federal work authorization program throughout the Contract Term and the undersigned Contractor will contract for the physical performance of services in satisfaction of such contract only with Subcontractors who present an affidavit to the Contractor with the information required by O.C.G.A. §13-10-91. Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

\_\_\_\_\_  
Federal Work Authorization User Identification Number

\_\_\_\_\_  
Date of Authorization

\_\_\_\_\_  
Name of Contractor

\_\_\_\_\_  
Name of Project

\_\_\_\_\_  
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on \_\_\_\_\_, 20\_\_ in \_\_\_\_\_ (city), \_\_\_\_\_ (state).

By: \_\_\_\_\_  
Signature of Authorized Officer or Agent

\_\_\_\_\_  
Printed Name and Title of Authorized Officer or Agent

Subscribed and Sworn before me on this the  
\_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_



EXHIBIT G

Subcontractor Affidavit under O.C.G.A. § 13-10-91

By executing this affidavit, the undersigned Subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with \_\_\_\_\_(insert name of Contractor) on behalf of ATLANTA BELTLINE, INC. has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned Subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the Subcontractor with the information required by O.C.G.A. § 13-10-91. Additionally, the undersigned Subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the Contractor within five business days of receipt. If the undersigned Subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned Subcontractor must forward, within five business days of receipt, a copy of the notice to the Contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Subcontractor

Name of Project

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on \_\_\_\_\_, 20\_\_ in \_\_\_\_\_ (city), \_\_\_\_\_ (state).

By: \_\_\_\_\_
Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

Subscribed and Sworn before me on this the
\_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

NOTARY PUBLIC
My Commission Expires: \_\_\_\_\_



EXHIBIT H

Sub-subcontractor Affidavit under O.C.G.A. § 13-10-91

By executing this affidavit, the undersigned sub-subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract for (name of

subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract) and (name of Contractor) on behalf of ATLANTA BELTLINE, INC. has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned sub-subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned sub-subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the sub-subcontractor with the information required by O.C.G.A. § 13-10-91(b). The undersigned sub-subcontractor shall submit, at the time of such contract, this affidavit to (name of Subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract). Additionally, the undersigned sub-subcontractor will forward notice of the receipt of any affidavit from a sub-subcontractor to (name of Subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract). Sub-subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Sub-subcontractor

Name of Project

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on \_\_\_\_, 20\_\_ in \_\_\_\_ (city), \_\_\_\_ (state).

By: \_\_\_\_\_
Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

Subscribed and Sworn before me on this the
\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

NOTARY PUBLIC
My Commission Expires: \_\_\_\_\_



2019 Art of the Atlanta BeltLine  
Open Call for Exhibition Technical Positions  
Submission/Response Forms  
<https://beltline.org/procurement/#solicitations>

**EXHIBIT I**  
**S.A.V.E. AFFIDAVIT UNDER O.C.G.A §50-36-1(e)(2)**  
**ATLANTA BELTLINE, INC. AFFIDAVIT**  
**VERIFYING STATUS FOR RECEIPT OF PUBLIC BENEFIT**

By executing this affidavit under oath, as an applicant for a Consulting Services contract with Atlanta BeltLine, Inc., or other public benefit as provided by O.C.G.A. §50-36-1, and determined by the Attorney General of Georgia in accordance therewith, I verify one of the following with respect to my application for a public benefit from Atlanta BeltLine, Inc.:

- 1) \_\_\_\_\_ I am a United States Citizen.
- 2) \_\_\_\_\_ I am a legal permanent resident 18 years of age or older.
- 3) \_\_\_\_\_ I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act with an alien number issued by the Department of Homeland Security or other federal immigration agency.

My alien number issued by the Department of Homeland Security or other federal immigration agency is: \_\_\_\_\_.

The undersigned applicant also hereby verifies that he or she is 18 years of age or older and has provided at least one secure and verifiable document as required by O.C.G.A. §50-36-1(e)(1) with this Affidavit. **The secure and verifiable document provided with this affidavit is:**

\_\_\_\_\_

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of O.C.G.A. §16-10-20, and face criminal penalties as allowed by such criminal statute.

Executed in \_\_\_\_\_ (city), \_\_\_\_\_ (state).

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Printed Name of Applicant:

Sworn to and subscribed before me  
This \_\_\_\_ day of \_\_\_\_\_, 201\_\_

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_