

ART AROUND ARCATA

INDEMNITY & INSURANCE REQUIREMENTS



Prior to installing artwork in a public place within the limits of the City of Arcata, an applicant (hereinafter "Artist") must enter into a written agreement with the City which shall include:

- a) A commitment from the Artist or Artist's Sponsor to cover all costs associated with installation of the proposed artwork;
- b) Permission from the Artist for the City to remove the artwork for any reason, at the City's discretion;
- c) **An indemnification agreement and evidence of insurance coverages, as required by the City, providing coverage for work associated with the installation of the artwork.**

The City's Indemnification and Insurance Requirements are Described Below:

Indemnification. To the fullest extent permitted by law, the Artist shall hold harmless, defend and indemnify City and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with the performance of work under the written agreement (for artwork installation) by Artist or by any individual for which Artist is liable, or arising out of or in connection with Artist's failure to comply with any of its obligations contained in the written agreement with the City for installing artwork in a public place, except such loss or damage which was caused by the sole negligence or willful misconduct of the City.

Insurance. The Artist shall procure and maintain in full force and effect during the term of the Agreement, and for one year thereafter, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work under the Agreement by Artist, its employees, agents and subcontractors. Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best rating of no less than A; VII, unless otherwise acceptable to the City.

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL) Insurance:** A General Liability policy on Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, and personal & advertising injury, with limits no less than \$2,000,000 per occurrence for all covered losses.
 - A. **Excess or Umbrella Liability Insurance:** An excess liability policy or an umbrella policy may be used to meet the limit requirements. Such policy shall include a drop down provision providing coverage above a maximum \$25,000 self-insured retention for liability not covered by primary but covered by umbrella. Coverage shall be provided on a "pay on behalf of" basis, with defense costs payable in addition to policy limits. Such insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the City before the City's

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insurance or self-insurance shall be called upon to protect it as a named insured. There shall be no cross liability exclusion precluding coverage for claims or suits by one insured against another.

- B. The CGL policy must also contain endorsements or policy language effecting the following:
 - a. The "**City of Arcata, its officers, officials, employees, agents and volunteers**" are named as additional insureds;
 - b. The insurance will be **primary and non-contributory**;
 - c. The insurance will not be cancelled without 30-day prior written notice given to the City of Arcata.
- 2. Automobile Insurance. (*When applicable.*)
 - A. If use of a **commercial automobile** is required for installation of the Artwork, Artist shall provide evidence of auto liability coverage no less than \$2,000,000 per accident.
 - B. If use of a **personal automobile** is required for installation of the Artwork, Artist shall provide evidence of personal auto liability coverage.
- 3. Workers Compensation Insurance. (*When applicable.*) If Artist shall employ any person in any matter so as to become subject to the workers' compensation provisions of Section 3700 of the Labor Code, then Artist shall provide evidence of workers compensation insurance covering all employees and volunteers as required by the State of California on a state-approved policy form, and Employer's Liability insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease.
 - A. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Artist, its employees, agents and subcontractors. Artist agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether the City has received a waiver of subrogation endorsement from the insurer.

The City reserves the right to obtain a full certified copy of any insurance policy and any endorsement. Failure to exercise this right shall not constitute a waiver of the City's right.

If the City Manager reasonably determines that a particular Artwork installation does not present a substantial or significant public liability or property damage exposure for the City, its boards, officials, employees, agents or volunteers, the City Manager may give written approval of a reduction to the limits of insurance required for the Agreement. Any requests for reduction or alternate treatment of the insurance requirements shall be made in writing prior to the execution of the Agreement and any such reductions or alternate treatments, if approved by the City Manager, shall be stated, incorporated and attached by Exhibit to the Agreement.