PROCEDURES FOR ARTISTS

IN THE PERFORMANCE OF ARTS INCLUSION CONTRACTS

NEW JERSEY STATE COUNCIL ON THE ARTS
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PREFACE

"Procedures for Artists" is published to cover areas of special interest and concern to artists, architects, engineers, client agencies and government staff including the New Jersey State Council on the Arts. This manual explains the procedures and services required of artists and the monitoring and oversight of Arts Inclusion contracts. The manual identifies the general requirements of the project development process for all projects. Submission requirements and standards contained in this manual are mandatory unless they are specifically deleted or revised in the contract between the artist and the contracting officer.

THE SELECTION PROCESS

The selection of artwork for a specific public facility begins with a project scope meeting to determine the appropriate location and medium for the work. The opinions of three different groups are solicited: art professionals, project/state architects, and representatives of the using agency of the facility. (Art professionals may be invited by the NJSCA to participate in this process. They are drawn from museum curators, public art specialists, art historians, and established artists.) The NJSCA then recommends one of the following three processes to select artists: the direct purchase or commission of artwork (based primarily on artists' past work); open competition; and invitational competition.

Most commonly, invitational competitions are recommended. In this case, the panel assembles a list of invitees after consulting the NJSCA Visual Arts Registry. These artists are then offered the opportunity to submit their proposals for the projects.

After the artist finalists have presented their proposals, the Arts Council, the project/state architects, and the using agency representatives submit a recommendation for award of the commission.

An artist's record and performance of sited works in the public arena is considered; however, very often artists with no prior background in such projects are awarded commissions. In selecting artists whose work will be appropriate to the site, once again, the panel consults the NJSCA Visual Arts Registry.
THE VISUAL ARTS REGISTRY

The Visual Artists Registry is a non-juried image bank that contains samples of the work of over 5,500 artists. The Registry is an important resource for the selection of Arts Inclusion project finalists.

The pool of visual information, however, is used for more than the Arts Inclusion Program. The Registry is also referred to by museum curators, arts consultants, corporate art curators and others interested in surveying works of artists for potential exhibitions, purchases and commissions.

The Registry is available for viewing by making advance arrangements with the Visual Arts Program office.

Artists who are included in the Registry will have their materials kept on active file until renewed.

Applications may be renewed and images updated at any time.

ELIGIBILITY

The Visual Arts Registry is open to all visual artists. There is no registration fee.

CONTRACTING AGENCIES

The State of New Jersey is comprised of many political subdivisions and semi-autonomous authorities.

Participant in the Arts Inclusion program have included:

- New Jersey Economic Development Authority
- New Jersey Building Authority
- NJ Transit Corporation
- Department of Treasury/Division of Building and Construction
- Department of Military and Veterans Affairs
- Casino Reinvestment Development Authority
- The University of Medicine and Dentistry of New Jersey
New Jersey Sports & Exposition Authority
Rutgers, the State University of New Jersey
Educational Facilities Authority
South Jersey Transportation Authority
And others.

The contracting agency or officer is the public body or officer responsible for securing the preparation of plans and specifications of a public building for the purpose of negotiating or advertising for bids for the construction of such buildings/facilities. The contracting agency or officer designates a project management staff. The project management staff consists of staff architects, planners, coordinators or site supervisors.

Using Agency - the public entity who will have principal administrative responsibility for the actual utilization of a proposed public building/facility.

Architect - any architect/engineer licensed in the State of New Jersey by the contracting officer to prepare plans and specifications for a public building(s).

Coordination of Arts Inclusion

1. Artwork Fabricated Off-Site by the Artist
   a. Examples of artwork fabricated off-site by the artist and then incorporated into a project include paintings, mobiles and small sculptures, etc. Procurement of these types of art is usually accomplished through a direct purchase.
b. After the selection of the artist, the project management staff is responsible for ensuring any ancillary needs of the art piece (location, lighting, etc.) are taken under consideration and included in the project design drawings.

c. Artwork fabricated off-site by the artist will be delivered and placed on the project site by the artist. The artwork will be accepted by the Contracting Officer upon approval of the artist’s final invoice.

2. Artwork Applied or Integrated On-Site into the Building Fabric by the Artist.
   a. Examples of artwork applied or integrated on-site into the building fabric by the artist include murals, frescoes, carvings, tile work, terrazzo flooring, mosaics, etc.
   b. Artwork applied or integrated on-site into the building fabric by the artist will require the close coordination of the project management, the project architect and the artist.
   c. The artwork will be accepted by the Contracting Officer upon approval of the artist's final invoice for payment.

CHAPTER I
Design Development Phase

The Design Development Phase expands on the art design submission selected for the commission by the Arts Inclusion Selection Committee at the initial review/selection meeting. Development of the initial design occurs to the degree necessary to adequately reflect the scope, cost and schedule of the project. This Design Development phase is comprised of the following distinct submissions:

1.1 Art Design
The artist shall furnish an original black & white and/or color rendering having a minimum size of 20" X 30" and a three-dimensional model when the artwork involves complexity that is difficult to portray in sketches and drawings. A narrative project description and project fact sheet shall be submitted along with the final rendering. Such renderings and models are to become the property of the project archives. (Please refer to Artist's Contract).

1.2 **Cost Analysis** (Please refer to Figure 1.2-A)

1.3 **Time Schedule**

Prior to the commencement of this phase, the artist shall confirm the contractual time schedule or request that it be revised. A schedule revision requires the written approval of the contracting officer.

1.4 **Comprehensive Site Plan/Elevations, Details and Landscaping Program Where Applicable**

Details shall include:

a. Location of artwork on site plan. The scale shall be the same as the master site plan to identify relationships.

b. Elevations supplemented with prospective or isometric sketches to illustrate the art elements including, size, types and relationship of materials.

c. Identification of landscaping plan (if applicable).

1.5 **Structural Drawing and Calculations**

Details shall include:

a. Proposed system of construction and installation.

b. Foundation design (if applicable).

c. Loading schedule (if applicable).

d. Other sections as required to illustrate unusual or non-standard construction/installation characteristics.

The selected artist will be responsible for providing the Contracting Officer with any necessary architectural or engineering design drawings and specifications for the artwork to be constructed.
All construction documents shall be signed and sealed by a NJ licensed R.A. or P.E.

1.6. **Site Utility Plan/Lighting Requirements**

The artist shall expand the information provided with diagrammatic sketches to adequately define the proposed system. Include a narrative description.

1.7. **Site Inspection**

The artist shall perform a mandatory site inspection prior to the pre-construction meeting. The artist is responsible to coordinate as many site inspections as necessary in order to devise development plans and complete all subsequent phases of the project.

The submission of the design development documents shall include, but not be limited to, drawings, computer generated designs, specifications, calculations, photographs, and cost estimates as defined herein. No deviations from the approved submission requirements will be permitted without prior written approval of the contracting officer or his/her representative.

The submission of the design development documents for review by the contracting agency and the NJSCA takes place when they are 50% complete. Upon completion of the review, the comments are forwarded to the artist and the project moves to the next phase.
CHAPTER II

Construction/Project Phase

This chapter explains the role of the artist during the construction phase of the project. Some of the duties of the artist during this phase include chairing and preparing the minutes of the project job meetings. The preparation of revised drawings, the performance of site inspections and the filing of field observation reports.

2.1 Schedules and Progress Reports

2.1.1 Schedules (Please refer to 1.3)

2.1.2 Progress Reports

The artist is to submit monthly progress reports (or otherwise established) progress reports to the contracting officer and the NJSCA documenting the percentage of project completion. The artist shall identify the dates for further submission(s) in conformance with approved schedule as established in the project progress schedule.

The artist shall advise the contracting officer and the NJSCA of any difficulties encountered during the construction process. The contracting officer and the NJSCA will attempt to alleviate those problems and notify the artist accordingly.

2.2 Meetings

The artist shall schedule all meetings through the project management unless otherwise instructed by the contracting officer and the NJSCA. The project management will ensure that all agencies or persons concerned with the project will be present at meetings.

The artist is responsible to record the minutes of all meetings. The minutes of any project design meetings shall be numbered consecutively beginning with the pre-construction/project meeting through all design phases, ending at the start of construction. Meeting minutes shall be prepared and distributed within seven (7) calendar days of the meeting date.
Copies of minutes prepared by the artist shall be distributed to all present and as designated by the contracting officer and the NJSCA. (Please refer to figure 2.2.A and 2.2.B).

2.3 Correspondence

All general correspondence shall be identified by project title, location and project number. Correspondence shall be submitted in original with copies as noted below. Distribution of copies is to be noted at the bottom of all correspondence. All correspondence is to be addressed to:

Contracting Officer
Address:
-and-
NJSCA
P.O. Box 306
Trenton, New Jersey 08625

Copies of general correspondence are to be sent to all parties named by the contracting officer and the NJSCA.

2.4 Pre-Construction Project Meeting

The successful completion of any Arts Inclusion commission requires the continual interaction and involvement of all individuals associated with the project. Prior to the commencement of any project, an initial project meeting will be scheduled and chaired by a representative of the NJSCA. The meeting will be attended by all project management.

The meeting will address the following topics:

a. Administrative requirements of the contract documents (i.e., invoices, etc.)
b. Unique site conditions (entrance and access roadways, etc.)
c. Site inspection
d. Project construction schedule
e. Special using agency concerns (security constraints, shutdowns, etc.)
f. Availability of utilities/need for temporary services
g. Correspondence/communications
h. Close-out procedures
i. Review and approve project schedule.

2.5 Review and approve project schedule (Please refer to 2.1)

2.6 Coordinate with project management (Please refer to 2.1)

2.7 Coordinate and maintain documentation (Please refer to 3.2 and 3.3 and Contract)

2.8 Submit Certification of Insurance (Please refer to 3.11 and Artist's Contract)

2.9 Site Inspection/Field Observation Reports (Please refer to 2.1, 2.2 and 2.3)
CHAPTER III

Project Close-Out Phase

Expeditious Project Close-Out is a primary goal of the Arts Inclusion program. The timely adherence to the requirements of this phase will ensure timely close-out of the Arts Inclusion projects.

3.1 Responsibilities

The artist has the full responsibility for the planning, scheduling and execution of project close-out activities. The artist is responsible to cooperate with project management in the planning, scheduling and execution of the project close-out activities.

3.2 Commencement

Project close-out procedures are initiated at the pre-construction/project meeting with the distribution of the specific NJSCA formats for photos, documentation, project plaque, copyright and publicity agreement. The artist shall maintain continuity throughout the construction/project process to ensure that all close-out documentation is assembled and recorded as it is submitted.

3.3 Project Close-Out Requirements

Upon notification by the artist that the contract work is complete and ready for review an inspection will be conducted jointly with representatives of the contracting officer, project architect, using agency and the NJSCA.

The artist will be responsible for the submission of the following materials:

3.3.1 Photo Documentation of Arts Inclusion Projects

General Requirements

a. After project operations are underway, the artist shall have an average of six black and white or color digital photographs taken each month until completion of the work.

The actual number and locations of views to be taken shall be as directed by the artist.
b. Photographs submitted shall be on CD. Images must be in JPG format, file size up to 2 MB, DPI set to 72, image size 1240 x 1240 pixels. A list describing the images shall accompany the CD.

c. Upon project completion, the artist shall submit:

1. A minimum of six (6) black and white 8” X 10” glossy photos of the completed project, a minimum of 10 color prints of various views of the ARTWORK printed on archival paper along with a disc (CD) containing a minimum of twenty (20) color digital images on CD of the completed project. Please include two (2) images of a close-up shot, two (2) images of a medium shot and two (2) images of a long shot such as detail shots, in JPG format, file size up to 2 MB, DPI set to 72, image size 1240 x 1240 pixels.

2. A black and white and/or color digital image of the completed project with the artist posing within the photo.

3. A minimum of Six (6) digital images on the CD of the project in progress.

4. A written physical and, where appropriate, thematic description of the artwork.

3.3.2 Project Plaque (verification of installation) (Please refer to Artist's Contract and Page 22 of this document for plaque specifications)

3.3.3 Submission of Copyright Form V.A.

The artist must obtain a copy of Form VA from the US Copyright office. Filing fees are the responsibility of the artist.

3.3.4 Maintenance Schedule

The artist shall recommend specific schedules and methods of maintenance and safeguards for the preservation of the commissioned artwork. The artist shall provide a detailed list of materials and the identification and addresses of suppliers of materials which have been incorporated into the artwork.

3.3.5 Publicity Agreement with NJSCA (Please refer to figure 3.3.4-A)

3.3.6 Final Cost Analysis
Upon completion of the work, the artist will prepare and submit the final cost analysis of the project. Such an analysis shall identify the specific features of the design and cost of each feature, sufficient in detail to form a basis for future art programming. (Please refer to 1.2 and figure 3.3.6-A)

3.3.7 Final Payment

The final invoice of the artist is submitted to the contracting officer for approval and signature. The NJSCA will verify that the artist has satisfied all aspects of the artist's contract and the invoice is substantiated by appropriate artist documentation.

CHAPTER IV

PRECAUTIONS TO BE TAKEN DURING INSTALLATION OF ARTS INCLUSION PROJECTS

4.1 Protection of Work and Property

Artists shall submit an insurance certificate to cover period of field installation (minimum 30 days). Such certificate is to be submitted prior to delivery of artwork to site, but after the state has agreed that the site is ready for acceptance of the artwork. Artist's contract Article II, Section 6.

4.2 Safety Precautions

The artist shall be responsible for initiating, maintaining and supervising all safety precautions in connection with the work. In the event of the absence of the artist, the artist shall designate a responsible member of his organization at the site whose duty shall be the prevention of accidents.

4.3 Safety of Persons and Property

Each artist shall take all reasonable precautions for the safety of, and shall provide reasonable protection to prevent damage, injury or loss to:

a. Every employee on the work and all other persons who may be affected thereby;

b. All the work and all materials and equipment to be incorporated therein, whether in storage or off the site, under the care, custody or control of the artist or any of his subcontractors, or lower tier subcontractors;
c. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of installation.

The artist shall erect and maintain, as required by existing conditions and progress of the work, all reasonable safeguards for safety and protection, including rails, night lights, the posting of danger signs and other warnings against hazards, promulgating safety regulations, notifying owners and users of adjacent utilities and other means of protection against accidental injury or damage to persons and property.

4.4 **Emergencies**

In any emergency affecting the safety of persons or property, the artist shall act with diligence, at his discretion, to prevent threatening injury, damage or loss. In such case, he shall immediately notify the contracting officer and the NJSCA, of the action taken and shall forthwith prepare and submit a detailed and documented report to the contracting officer and the NJSCA.

Whenever the artist has taken no action, but has notified the contracting officer and the NJSCA, or whenever the contracting officer and the NJSCA has been made aware of an emergency threatening injury to persons, or loss or damage to the work, or to adjacent property, the artist shall act only as instructed or authorized by the contracting officer and the NJSCA.
CHAPTER V
GENERAL PRINCIPLES

The goal of Arts Inclusion projects is to enhance the quality and aesthetic effect of state facilities by the incorporation of works of art into the total architectural design. Artists are given unique opportunities to create, in many cases, perhaps the most visible and publicly accessible works of their careers. The resulting artwork will engage people’s attention and weather the changes in attitude and taste of society. It is evident that there is a direct benefit to our public environment and to the perception of an elevated cultural level in the immediate communities in which Arts Inclusion projects are located.

The Arts Inclusion program is representative of a partnership that has emerged between artists, architects and state government. Designed to meet the aesthetic and human concerns of our public environment, it continues to bring new audiences and the spirit of art into the mind.
**COST ANALYSIS**

**Sample**

(Project)  
(Artist)  
(Location)  
(Using Agency)  

(Architect)  
(Address)  

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<th>Artist Estimate</th>
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<td>5.</td>
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<td>6.</td>
<td>Site Preparation</td>
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<td>Installation</td>
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<td>Documentation</td>
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<td>Miscellaneous (specify)</td>
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<td>12.</td>
<td>Other Costs (specify)</td>
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**CURRENT WORKING ESTIMATE (we)**  

$ __________ $ __________

(Date)
ARTS INCLUSION PROJECT MINUTES FORMAT

ARTIST: ____________________________

JOB MEETING #: ________________

PROJECT #: ________________

DATE: __________

TIME: __________

PROJECT TITLE: ____________________________

ATTENDEES

REPRESENTING

NOT REPRESENTED

CONTRACT AMOUNT: $________

PAID TO DATE: $________

RETAIN AGE: $________

AWARD DATE: ________________

PERCENTAGE COMPLETED: ________________

ORIGINAL CONTRACT COMPLETION DATE: __________

PERCENTAGE OF TIME ELAPSED: __________

NUMBER OF DAYS: __________

DAYS LATE: __________

EXTENSION OF TIME: __________

PROGRESS: ______Excellent ______Good

ESTIMATED COMPLETION DATE: __________

DELAYING CONTRACTOR (S): __________

BY TRADE: __________

NEXT JOB MEETING: DATE: __________

TIME: __________

LOCATION: __________

DISTRIBUTION: __________
ARTIST FIELD REPORT

TIME:__________________________

PROJECT #:____________________

DATE:__________________________

PROJECT TITLE:__________________

WEATHER:_______________________

TEMP. RANGE:___________________

EST. % OF COMPLETION

CONFORMANCE WITH SCHEDULE (+ -):

WORK IN PROGRESS:________________

PRESENT AT SITE:________________

OBSERVATIONS:

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

ITEMS TO VERIFY:

________________________________________________________________________

________________________________________________________________________

INFORMATION OR ACTION REQUIRED:

________________________________________________________________________

________________________________________________________________________

ATTACHMENTS:

________________________________________________________________________

________________________________________________________________________

ARTIST’S SIGNATURE:__________________________
THIS PUBLICITY AGREEMENT IS BETWEEN THE “CONTRACTING AUTHORITY”, the NJSCA AND THE ABOVE NAMED ARTIST. BY THE SIGNATURE BELOW, THE ARTIST AGREES TO ABIDE BY THESE TERMS AND CONDITIONS.

1. Proper credit must be given to the “CONTRACTING AUTHORITY”, the NJSCA and to the ARTIST in all published materials, releases and announcements of the ARTIST or the “CONTRACTING AUTHORITY” and the NJSCA regarding all public activities for which Arts Inclusion funds are used. This applies to all promotional appearances on television and radio by representatives of the ARTIST.

2. Said credit must read as follows: The TITLE of ARTWORK project (title of ARTWORK to be provided by ARTIST) by the ARTIST, YEAR, installed at the “project name” was made possible by the Public Building Arts Inclusion Act of 1978. The Arts Inclusion program is administered by the New Jersey State Council on the Arts. Funding for this project was administered by the “CONTRACTING AUTHORITY”. All spoken credits by the ARTIST on radio and television for promotional purposes must be to the same effect.

3. In printed material the type and boldness of the credit line may be no less than 75% of that used for the name of the ARTIST.

4. All published uses of the ARTWORK must be approved by the ARTIST prior to publication. It is understood that not all reproductions of the ARTWORK can be controlled by the “CONTRACTING AUTHORITY” and the NJSCA, and that in some editorial uses approval by the artist will not be possible, but care should be taken that in any published reproduction of the ARTWORK the images are not cropped, altered or overlaid with text.

5. Whenever possible, reproductions of the ARTWORK should be made from those photographs provided by the ARTIST.

6. The ARTIST authorizes the “CONTRACTING AUTHORITY” and the NJSCA to produce images of the ARTWORK for non-commercial publicity purposes only. It is understood that incidental depiction in advertising are without limitation “non-commercial.” Conversely, it is understood that any use of the ARTWORK on any item of merchandise (regardless of its form of distribution) is "commercial."

7. It is understood that this publicity agreement applied only to the reproduction or mention of the "ARTWORK" as defined in the contract between the ARTIST and the “CONTRACTING AUTHORITY”. The individual images remain the property of the ARTIST and, unless reproduced or referred to specifically in the context of the ARTWORK as created for the “CONTRACTING AUTHORITY”, this publicity agreement and the crediting information outlined herein do not apply.

________________________________________  _________________________
ARTIST                                              DATE
**FINAL COST ANALYSIS**

- **(Project)**
- **(Artist)**
- **(Location)**
- **(Using Agency)**

- **(Architect)**
- **(Address)**

- **(Date)**

**FINAL COST**

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<td>Others costs (specify)</td>
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**TOTAL PROJECT COST (TPC)** $___________
Note: Plaque must measure no less than 8 x 10” and be made of bronze, brass, stainless steel or other approved material and technique.