



CREATIVE CROSSWALK AND INTERSECTION MURALS REQUEST FOR PROPOSALS

1. OVERVIEW

Under this Request for Proposals, the Library, Arts & Culture Department (“Library”) of the City of Glendale (“City”)— on behalf of the City’s Arts & Culture Commission (“ACC”)— are accepting proposals from qualified candidates who are interested in submitting design concepts for the Creative Crosswalk Murals – Request for Proposals.

2. ELIGIBILITY

Artists of all artistic genres, arts organizations or schools may submit proposals.

3. PROJECT DESCRIPTIONS

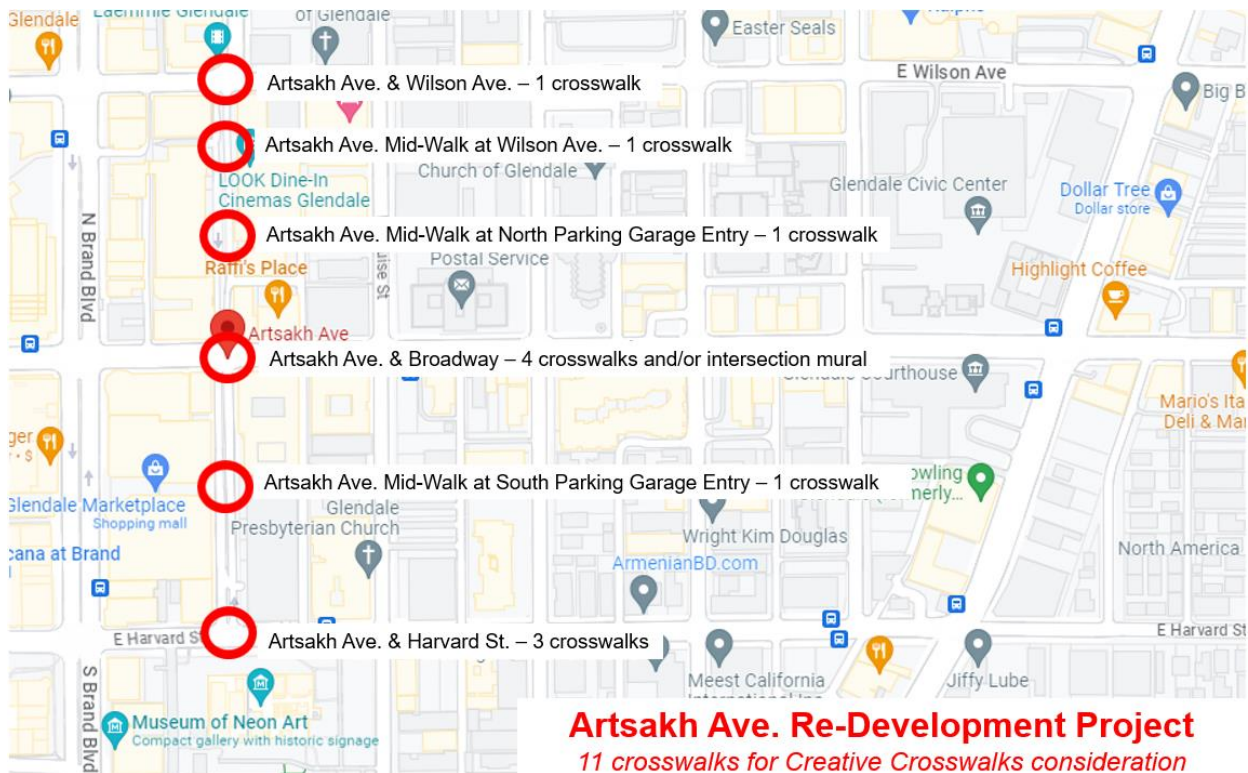
The Library and the ACC are requesting proposals for the commissioning of professional crosswalk and intersection mural designs throughout various locations in the City of Glendale with the intention of enhancing traffic safety in creative ways. The [Bloomberg Philanthropies – Asphalt Art Initiative](#) is an example of utilizing art as a means for traffic calming, pedestrian safety and neighborhood improvement. In June 2023, the City launched the pilot Creative Crosswalks program and examples of the program can be viewed here: <https://www.glendaleartsandculture.org/creativecrosswalks>. These projects are in partnership with the Public Works Department (PW), with the goal of incorporating civic art into daily life. Artists and/or Artist Teams are encouraged to submit proposals for creative crosswalk projects listed below.

The individual project budgets range from \$1,000 - \$15,000 based on the size and scope of the project. The project budget is for producing a design concept rendering only. The City will hire and use a General Contractor— who will perform construction or rehabilitation of the street, intersection, and/ or crosswalk at the project locations *before the murals are installed* — to perform the mural installation/painting of the crosswalk and/or intersection. Therefore, Artists and/or Artist Teams should not include in the project budget the cost of materials and labor to install/paint the murals. The Library and the ACC are committed to amplifying cultural voices through a lens of Inclusion, Diversity, Equity and Antiracism (IDEA), and encourage artists of all cultural backgrounds to consider applying for this opportunity.

Artists and/or Artist Teams are encouraged to attend a Pre-Proposal Meeting with City Staff on **Monday, October 30, 2023 from 11:00 a.m. – 12:00 p.m.** (via Microsoft Teams Meeting) to inquire about the projects and/or ask specific questions pertaining to the projects. *Please RSVP by Friday, October 27th at 5:00 p.m.* for the Pre-Proposal Meeting by emailing artsandculture@glendaleca.gov in order to receive the Microsoft Teams Meeting login information.



PROJECT #1: Artsakh Ave. Re-Development Project



Creative Crosswalk Areas (11 crosswalks): approximately 192 – 615 sq. ft. (See Exhibit 1 for reference)
Intersection Mural Area (Artsakh Ave. & Broadway only): 2,012 sq. ft.

Crosswalk Dimensions: See Exhibit 1 for exact crosswalk dimensions.

Project #1 Design Budget: \$1,000 - \$15,000 (\$1,000 per crosswalk design; \$4,000 for intersection mural design only).

Artists/Artist Teams are invited to submit a proposal for:

- The Creative Crosswalk Areas only (see Exhibit 1 for exact dimensions of crosswalks).
- An intersection mural for Artsakh Ave. & Broadway only (see Exhibit 1 for exact dimensions).
- A specific intersection (ex. Artsakh Ave. & Wilson Ave. only);
- A design concept for all 11 crosswalks; AND/OR
- Site-specific designs that celebrate Armenian/Artsakh culture.

Proposals must include a design concept that:

- Clearly designates the design locations listed above for consideration;
- Utilizes Exhibit 1 as a template for design concept renderings for proposals;
- Is legible and detailed based on the crosswalk areas listed above;
- Is easily replicated with the usage of stencils to paint the mural; and

Proposals must not include a design concept that:

- Integrates an illusion of depth perception and/or a 3D rendering effect; and
- Is difficult to replicate and/or that incorporates intricate designs.



PROJECT #2: San Fernando Road Beautification Project



Creative Crosswalk Areas (9 crosswalks): approximately 388 – 916 sq. ft. (See Exhibit 2 for reference)
Crosswalk Dimensions: See Exhibit 2 for exact crosswalk dimensions.

Project #2 Design Budget: \$1,000 - \$9,000 (\$1,000 per crosswalk design)

Artists/Artist Teams are invited to submit a proposal for:

- The Creative Crosswalk Areas only (see Exhibit 2 for exact dimensions of crosswalks).
- A specific intersection (ex. San Fernando Road and Highland Ave. only) AND/OR;
- A design concept for all 9 crosswalks.

Proposals must include a design concept that:

- Clearly designates the design locations listed above for consideration;
- Utilizes Exhibit 2 as a template for design concept renderings for proposals;
- Is legible and detailed based on the crosswalk areas listed above;
- Is easily replicated with the usage of stencils to paint the mural; and

Proposals must not include a design concept that:

- Integrates an illusion of depth perception and/or a 3D rendering effect; and
- Is difficult to replicate and/or that incorporates intricate designs.



4. DESIGN PROPOSAL REQUIREMENTS

- Artwork should be sensitive to social, environmental, historical, or relevant contexts, and must be suitable for individuals of all ages.
- Artwork must be contained within the white “stop arm” lines that are already painted on the crosswalk and the regulatory continental crosswalks lines.
- Artwork must not contain:
 - Images or depictions of traffic signals, or sign icons.
 - Directional markings.
 - Logos, text, or advertising.
 - A commercial advertisement.
- All elements of pattern for these treatments must be uniform, consistent, repetitive, and expected so as not to be a source of distraction to vehicle drivers and pedestrians. The aesthetic interior treatment must not:
 - Be random or unsystematic.
 - Implement pictographs, symbols, multiple color arrangements, etc., or otherwise attempt to communicate with any roadway user.
- All elements of color for these treatments must not be a source of distraction to vehicle drivers and pedestrians and the aesthetic interior treatment must not:
 - Degrade the contrast of white or yellow crosswalk lines, or be mistaken by road users as a traffic control application.
 - Colors must be non-retroreflective.
 - Colors must not be associated with regulatory traffic colors such as bright red, yellow, green or orange.
 - Recommended colors include earth tone equivalents (per the Federal Highway Administration Manual on Uniform Traffic Control Devices – Interpretation Letter 3(09)-24(I) – Application of Colored Pavement. Official Ruling found here: https://mutcd.fhwa.dot.gov/resources/interpretations/3_09_24.htm).
 - City will consider additional color options. These will be reviewed and a decision on whether or not to approve them, will be made on a case by case basis.
 - Colors used must be reproducible, and the color name and number must be submitted with this application.
- The City’s contractor who will install the murals will be using Ennis-Flint® by PPG Traffic Patterns Preformed Thermoplastic material or equivalent (See Exhibit 4 for reference). Artists/Artist Teams must refer to the standard colors and premium colors when submitting their design concept proposals.
- See Exhibits 1, 2, 3 and 4 for reference.
- The minimum interior dimensions of any crosswalk shall be 10 feet wide, and crosswalk shall extend the whole length of the street from curb to curb.

5. PREVAILING WAGE, PAYROLL RECORDS, APPRENTICESHIP, CONTRACT AWARD REPORTING LAWS.

- Services by persons deemed to be employees of Artist and/or Artist Teams possibly may be subject to prevailing wage, payroll records, apprenticeship, and contract award reporting requirements under California Labor Code Sections 1770-1781 (collectively, “prevailing wage laws”). Artist’s sole responsibility is to comply with those requirements, should they apply.
- If a dispute based upon the prevailing wage laws occurs, Artist and/or Artist Teams, at Artist’s and/or Artist Teams’ expense, shall indemnify, defend (including Artist’s and/or Artist Teams’ providing and paying for legal counsel for City), and hold harmless City, its officers, agents,



employees, and representatives from and against all liability, claims, suits, demands, damages, fines, penalties, wages, costs, or expenses pertaining to the prevailing wage laws.

6. HOW TO APPLY

Interested artists must complete the application online which can be found at the ACC website: www.glendaleartsandculture.org. Hard copy applications will not be accepted. The application includes the following information which will need to be completed:

A. Proposal

- A detailed description of the crosswalk or intersection mural design concept, including:
 - Title of the work.
 - Concept description.
 - Dimensions.
 - Materials used (i.e., types of paint).
 - Maintenance requirements (i.e., vandalism).
 - Statement of value for the artwork(s).
 - Location preference (i.e., crosswalk or intersection only).

B. Artist Statement.

C. Resume or biography outlining the artist's experience (including education).

D. Digital images or sketches of the design concepts (title, size, medium) in JPEG format.

E. Digital images of past artworks and/or installations.

F. Authorization: If an individual is proposing to exhibit multiple works by various artists, written authorization by individual artists or rights of ownership should be submitted, if applicable.

G. If applicant is applying for multiple projects, applicant must submit separate application proposals for each project.

7. INELIGIBLE ARTWORK

Artwork is ineligible, for any one or more of the following reasons, if the artwork:

- Contains:
 - A copyrighted or trademarked image or logo;
 - A brand or business name;
 - A website or social media link; (*)
 - Address or phone number; (*)
- Is plagiarized, stolen, or copied from another source;
- Defames or invades the rights of any person, living or dead;
- Is likely to:
 - Incite or produce an imminent lawless act;
 - Disrupt the orderly operation of the facility exhibiting the art;
- Is integral to criminal conduct or violates the law; or
- May reasonably be construed as:
 - False or fraudulent;
 - Obscene matter, as defined in California Penal Code Section 311 or any successor legislation;



- Harmful matter for minors as defined in California Penal Code Section 313 or any successor legislation; or
- Child pornography, as defined in California Penal Code Section 311.1(a) or 311.2(b), or any successor legislation.

(*) Inclusion of such information could jeopardize artist payment, could result in the removal of the artist's entire work, and/or the removal of just the offending information, which could, by its nature, jeopardize the artistic integrity of the work.

Important: Artwork not adhering to these guidelines will not be considered.

8. SELECTION PROCESS

Submissions will be reviewed by a selection committee consisting of an Arts & Culture Commissioner and City of Glendale representatives.

9. SELECTION CRITERIA

Library staff, in consultation with the ACC, will review proposals and make selections based on the following criteria:

- *Artist Experience (35%)*
The artist's originality, creativity, skill and/or craftsmanship; artist statement; and career experience will be considered.
- *Proposal Fit (25%)*
The proposal's fit to the medium (proposals must adhere to the parameters aforementioned regarding the crosswalk and intersection asphalt murals), durability of the artwork, scale, size, and accessibility for public viewing and installation will be considered.
- *Audience (25%)*
The artwork's versatility; sensitivity to social, environmental, historical, and/or relevant contexts; and suitability for all ages will be considered.
- *Local Preference (15%)*
Preference may be given to local artists, if all other factors are equal. Local artist is defined as an artist whose primary residence studio or business is located in Glendale.

10. INSTALLATION

A selected artist must work as a subcontractor to a General Contractor hired by City staff to perform the construction or rehabilitation of the street, intersection, and/ or crosswalk at the project locations identified above. The selected artists must also schedule an appointment for inspection and approval of the layout of the artwork before the installation of the crosswalk, creative pavement, or intersection mural. The selected artist will be responsible for coordinating with the General Contractor the installation of his/her/their crosswalk, pavement, or mural(s) artwork during approved working hours.

11. NOTIFICATION / CONTRACT

Selected finalists will be notified by email. If the proposal is approved, the Proposer must sign a City of Glendale Library, Arts & Culture (LAC) – Public Art Work Commission Agreement (contract) that states the terms and conditions of the artwork commission design concept(s).



12. MARKETING / PUBLICITY

The artwork may be exhibited on the City web site, social media, Glendale government television GTV6, and more regionally with press releases and postings on www.glendaleartsandculture.org. By submitting a proposal, the Proposer irrevocably grants City, its officers, agents, and employees ("City and its representatives") the unconditional right and permission to photograph, record (audio, or video, or both), broadcast, distribute, reproduce, copy, sell, exhibit, publish, and use the photographs and recordings of the artwork or performance, in whole or in part, in any medium now or later developed, for any purpose, without charge to the City and without payment to the Proposer of any compensation, fee, royalty, or damages (now or later).

When the City uses the artist's images or the artwork for promoting arts programming, the City will endeavor to identify the artist and give credit to the artist, whenever possible, but the City will not be liable to the artist for an error in or omission of the artist's identification or the artist's credit for the artwork.

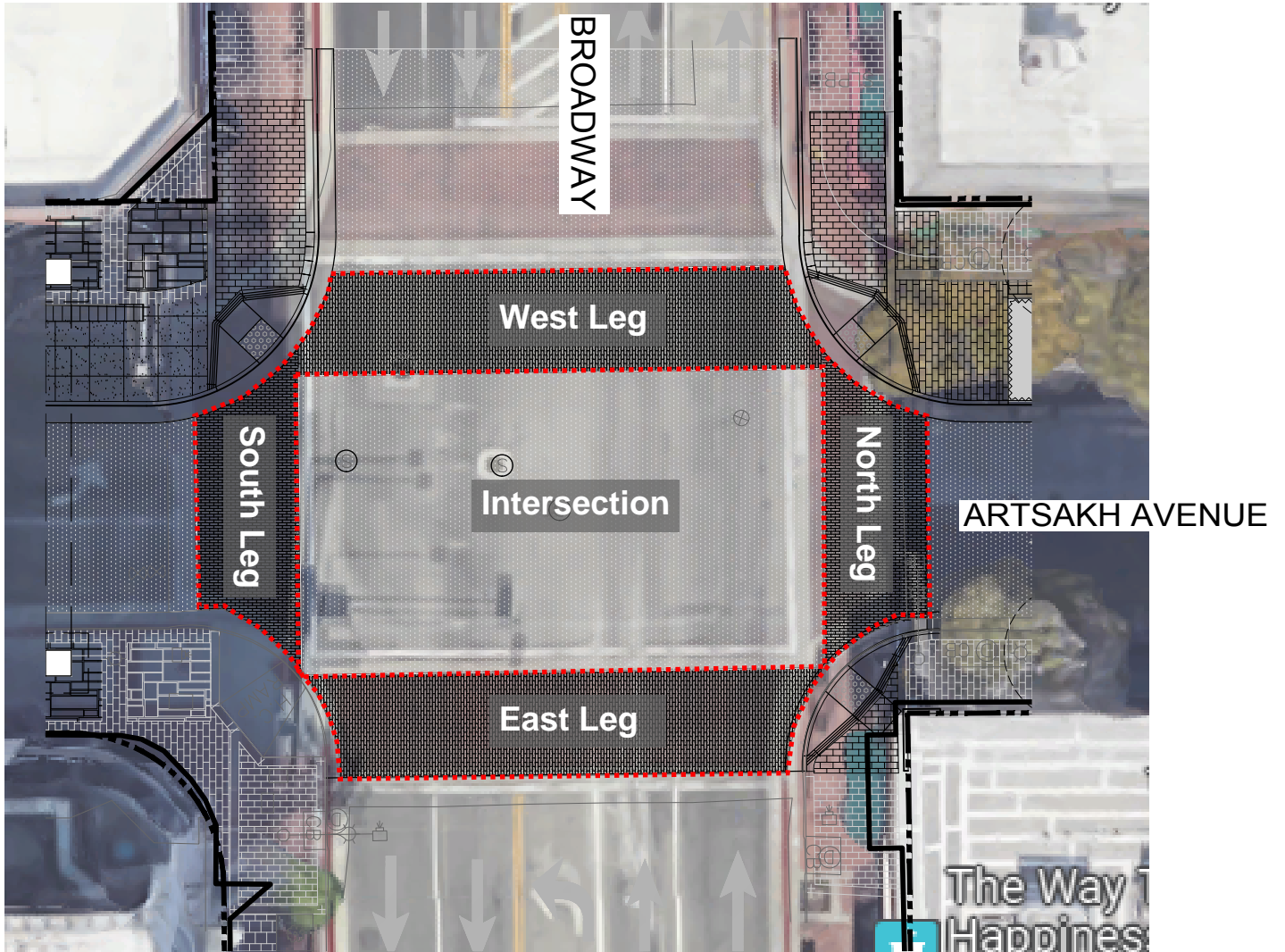
13. TENTATIVE TIMELINE

- | | |
|---|--------------------------------|
| • Creative Crosswalks Murals – RFP opens | October 2, 2023 |
| • Pre-Proposal Meeting with City Staff | October 30, 2023 at 11:00 a.m. |
| • Crosswalk and Intersection Murals – RFP closes | November 17, 2023 at 5:00 p.m. |
| • Artist Review and Selection Committee | November 27 – 30, 2023 |
| • Artist Notifications | December 22, 2023 |
| • Paperwork Completion | January 2024 |
| • Crosswalk and Intersection Murals ready to be installed | February 2024 → |

14. FOR FURTHER INFORMATION

Questions about the Creative Crosswalks – Request for Proposals can be submitted by email to: Jennifer Fukutomi-Jones, Principal Arts & Culture Administrator at artsandculture@glendaleca.gov.

PROJECT #1 : Broadway at Artsakh Ave.
Intersection Project



Creative Intersection Area: 2,135 sq. ft.

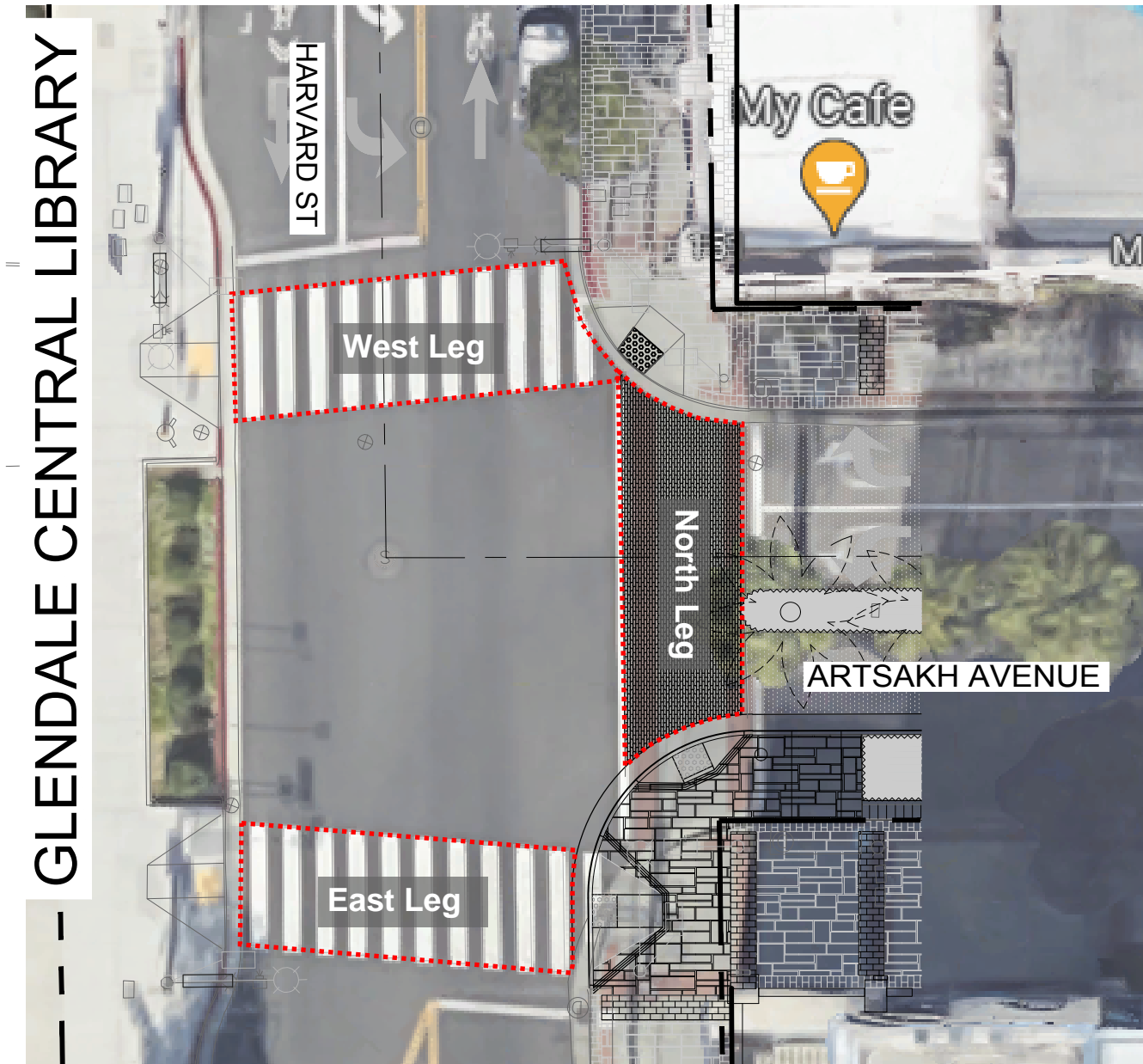
Minimum Intersection Dimension: 35' x 61'

Creative Crosswalk Area (four Crosswalk): 2,021 sq. ft.

Minimum Crosswalk Dimensions: North Leg - 12' x 24'
South Leg - 12' x 23'

East Leg - 12' x 52'
West Leg - 12' x 53'

**PROJECT #2 : Harvard St. at Artsakh Ave.
Intersection Project**

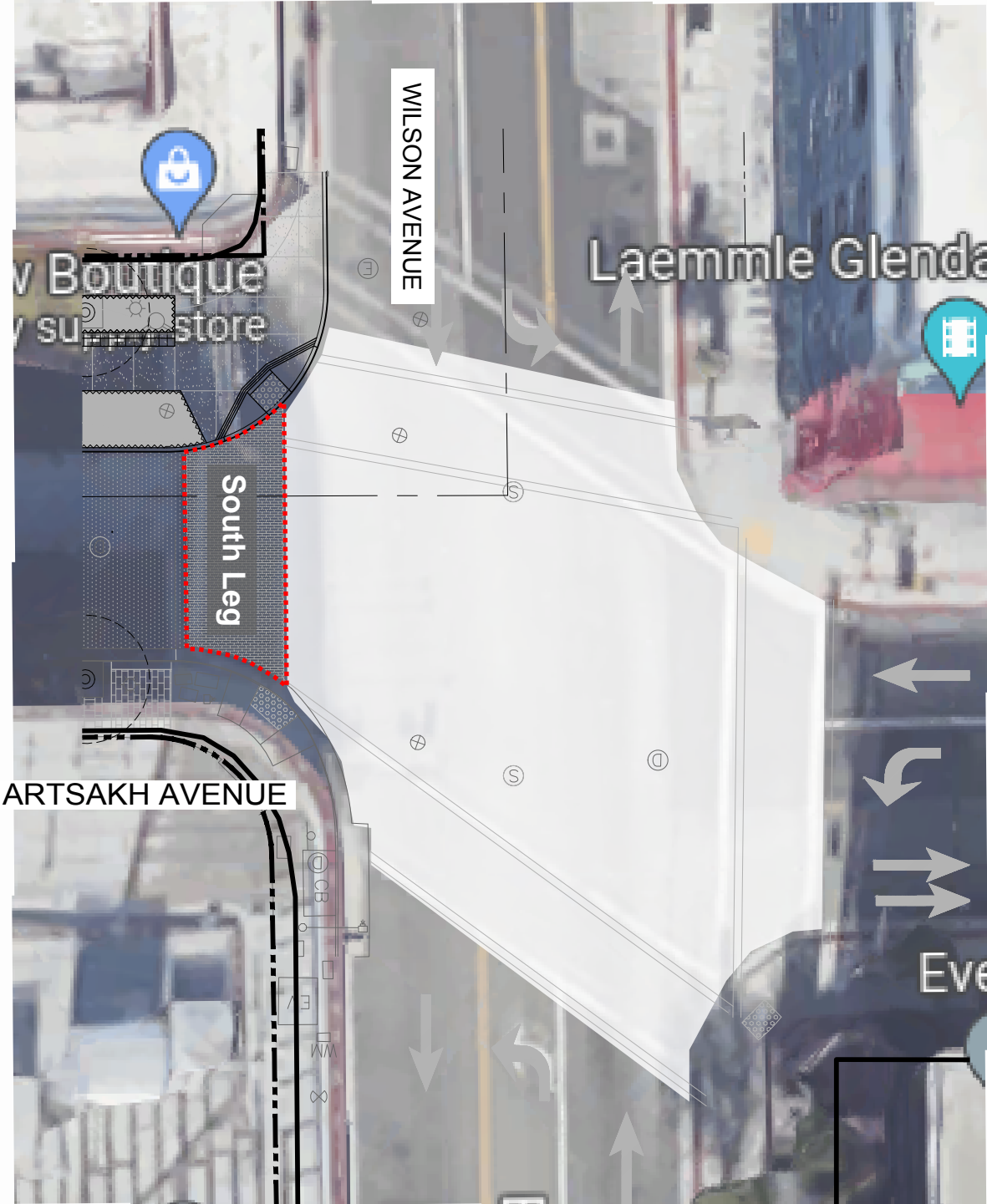


Creative Crosswalk Area (three Crosswalk): 1,815 sq. ft.

**Minimum Crosswalk Dimensions: North Leg - 14' x 35'
West Leg - 15' x 41'**

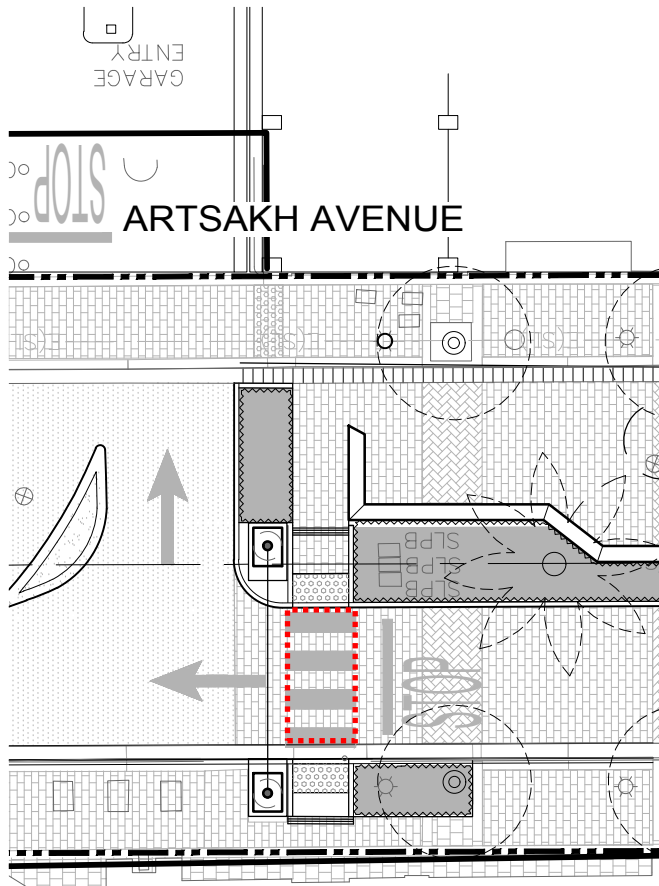
East Leg - 12' x 40'

PROJECT #3 : Wilson Ave. at Artsakh Ave.
Intersection Project



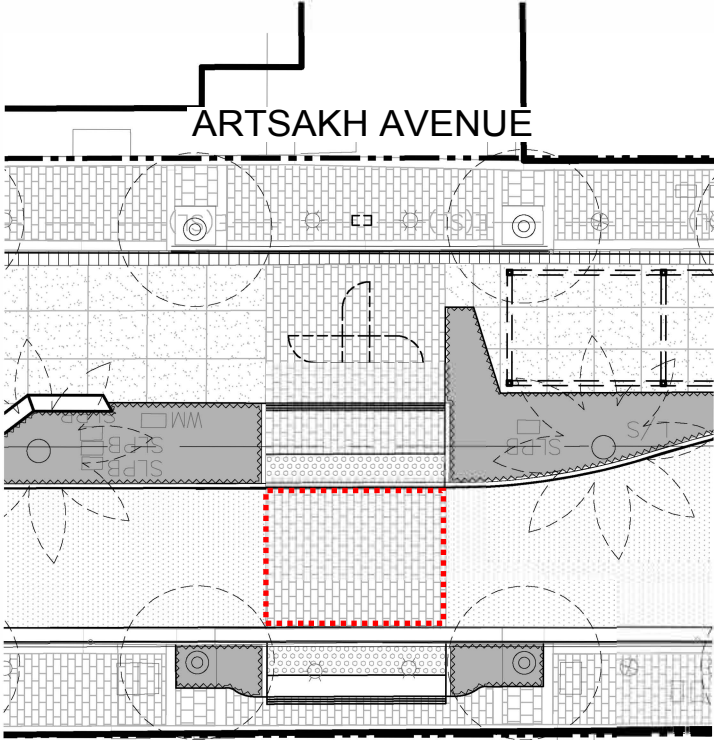
Creative Crosswalk Area: 338 sq. ft.
Minimum Crosswalk Dimension: South Leg - 12' x 25'

PROJECT #4 : Artsakh Mid Walk at North Parking Garage Entry



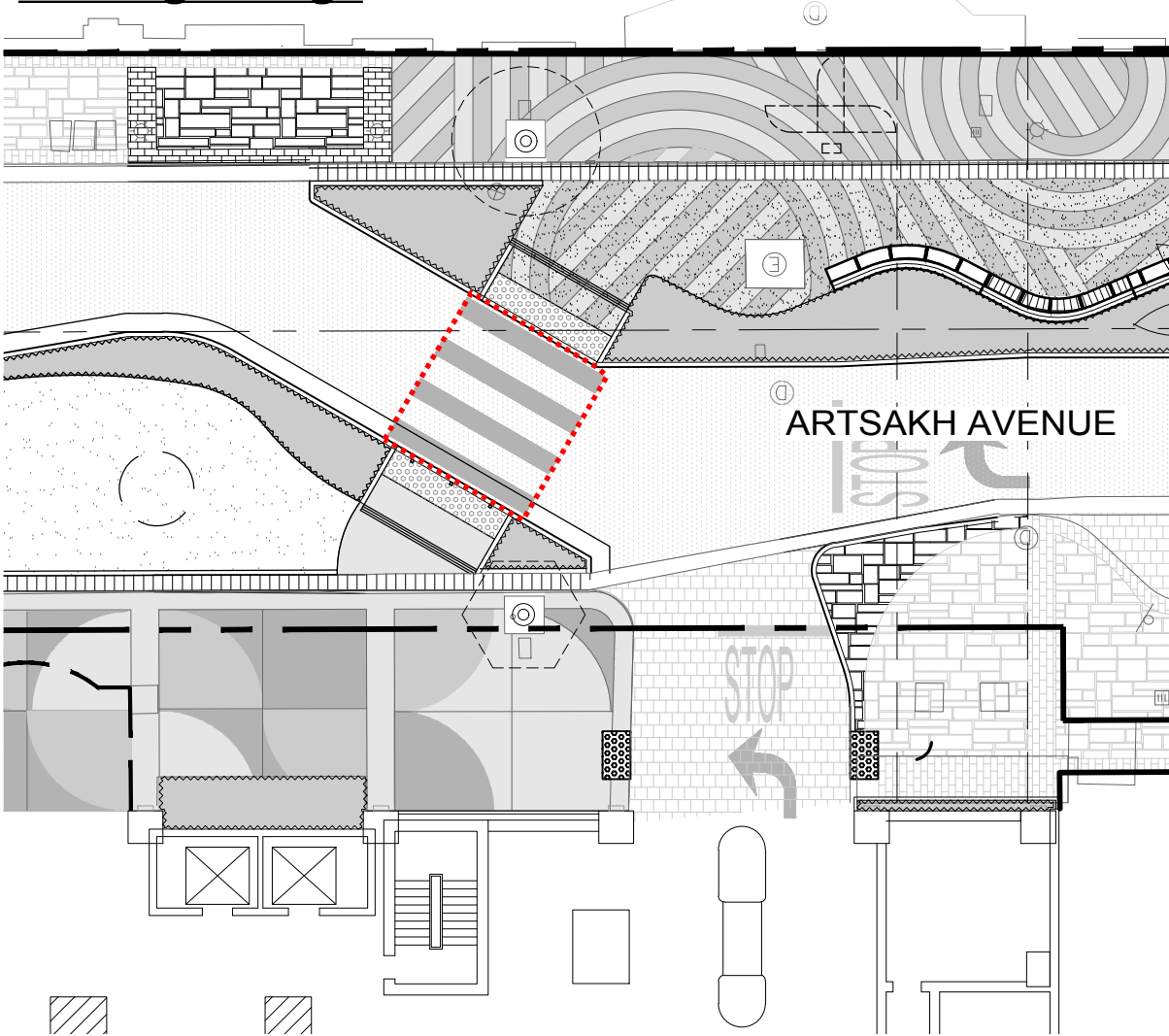
Creative Crosswalk Area: 192 sq. ft.
Minimum Crosswalk Dimension: 12' x 16'

PROJECT #5 : Artsakh Mid Walk at Wilson Ave



Creative Crosswalk Area: 320 sq. ft.
Minimum Crosswalk Dimension: 16' x 20'

**PROJECT #6 : Artsakh Mid Walk at South
Parking Garage**

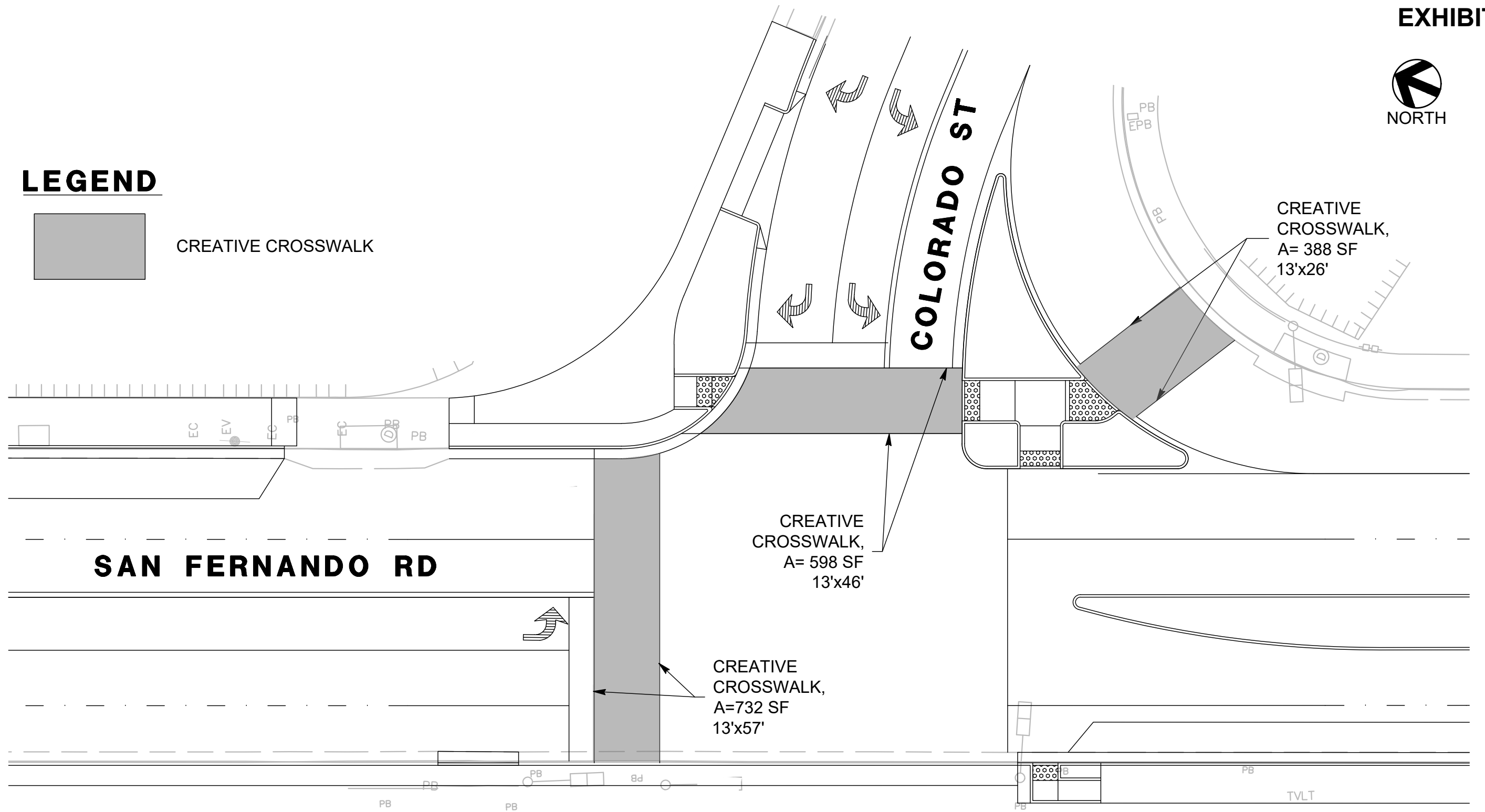


Creative Crosswalk Area: 288 sq. ft.
Minimum Crosswalk Dimension: 16' x 18'



LEGEND

 CREATIVE CROSSWALK



0 10 20
SCALE: 1"=20'

 MARK
 THOMAS

SAN FERNANDO ROAD BEAUTIFICATION PROJECT-PHASE I
CREATIVE CROSSWALK-COLORADO ST

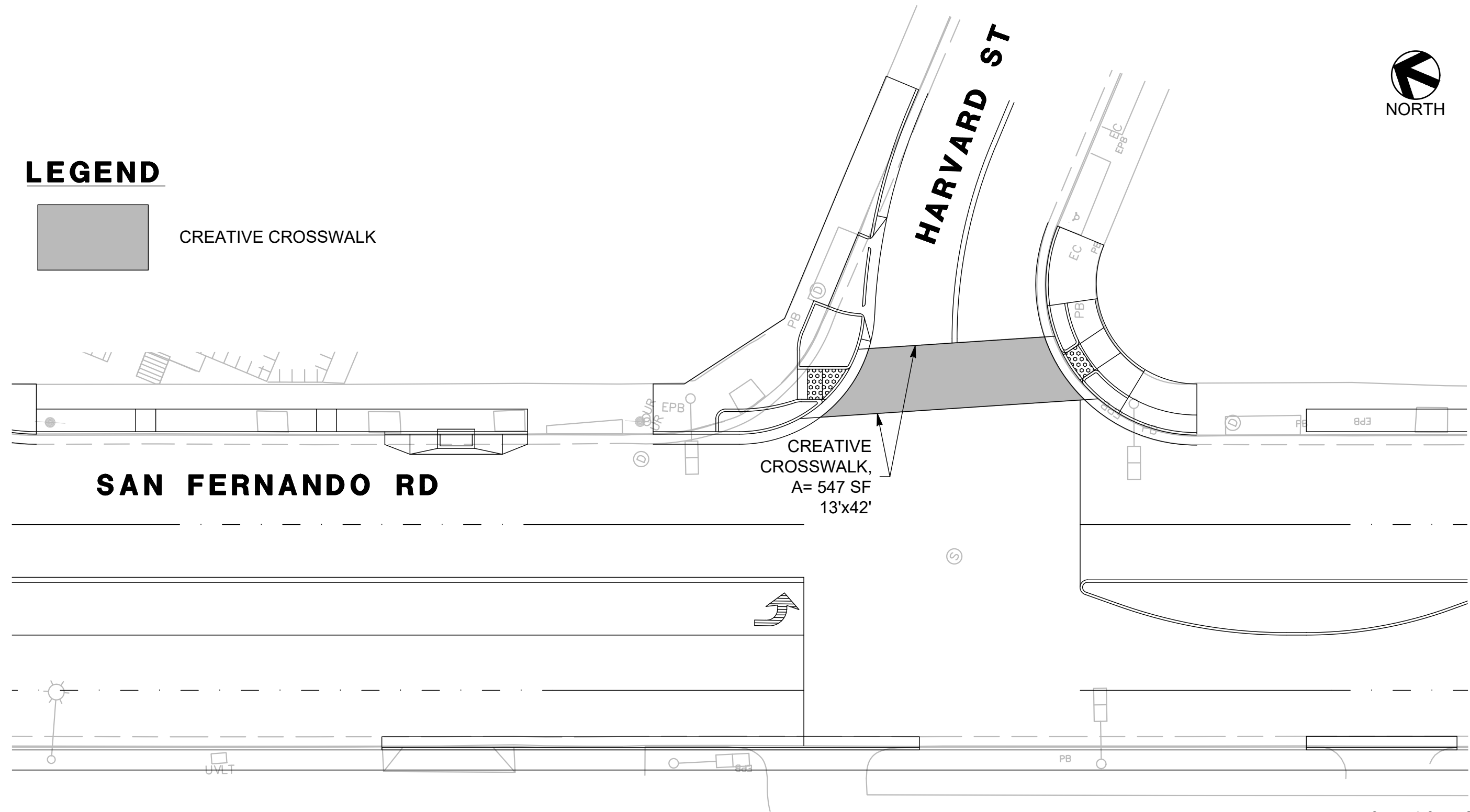


NORTH

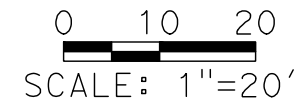
LEGEND



CREATIVE CROSSWALK



CREATIVE
CROSSWALK,
A= 547 SF
13'x42'



▲ MARK
■ THOMAS

SAN FERNANDO ROAD BEAUTIFICATION PROJECT-PHASE I CREATIVE CROSSWALK-HARVARD ST

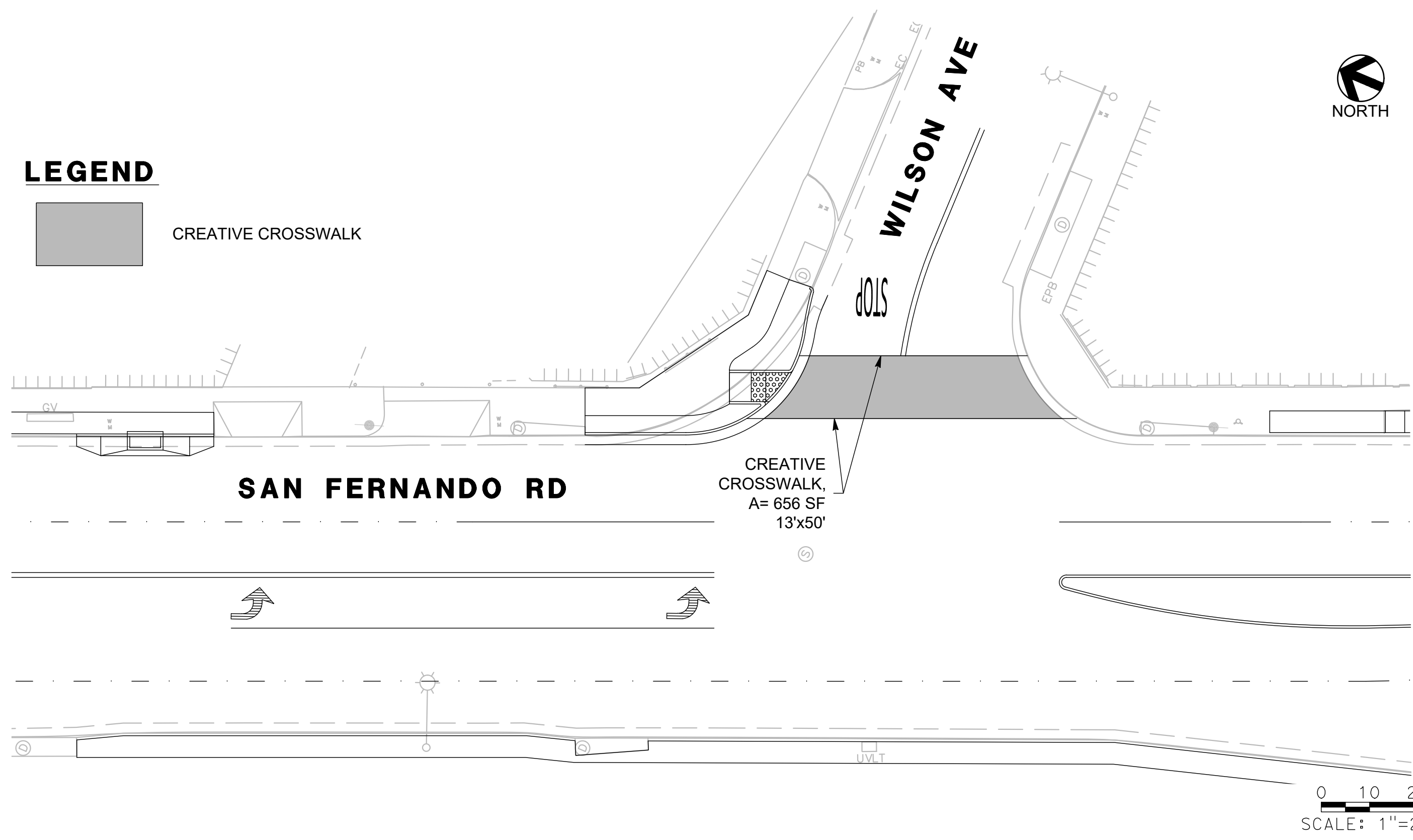


NORTH

LEGEND



CREATIVE CROSSWALK



▲ MARK
■ THOMAS

SAN FERNANDO ROAD BEAUTIFICATION PROJECT-PHASE I CREATIVE CROSSWALK-WILSON AVE

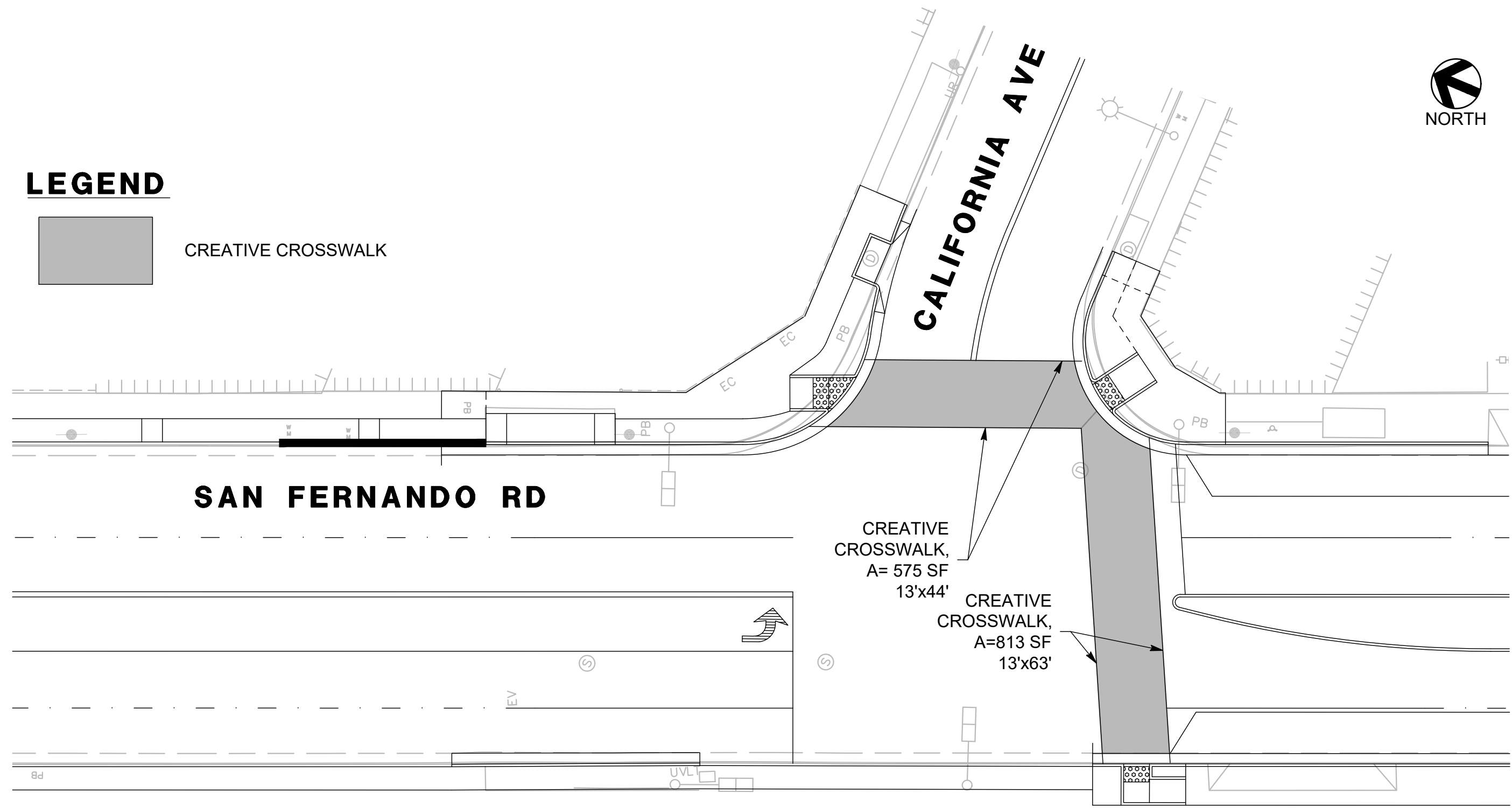


NORTH

LEGEND

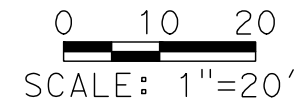


CREATIVE CROSSWALK



CREATIVE CROSSWALK,
A= 575 SF
13'x44'

CREATIVE CROSSWALK,
A=813 SF
13'x63'



SCALE: 1"=20'

MARK
THOMAS

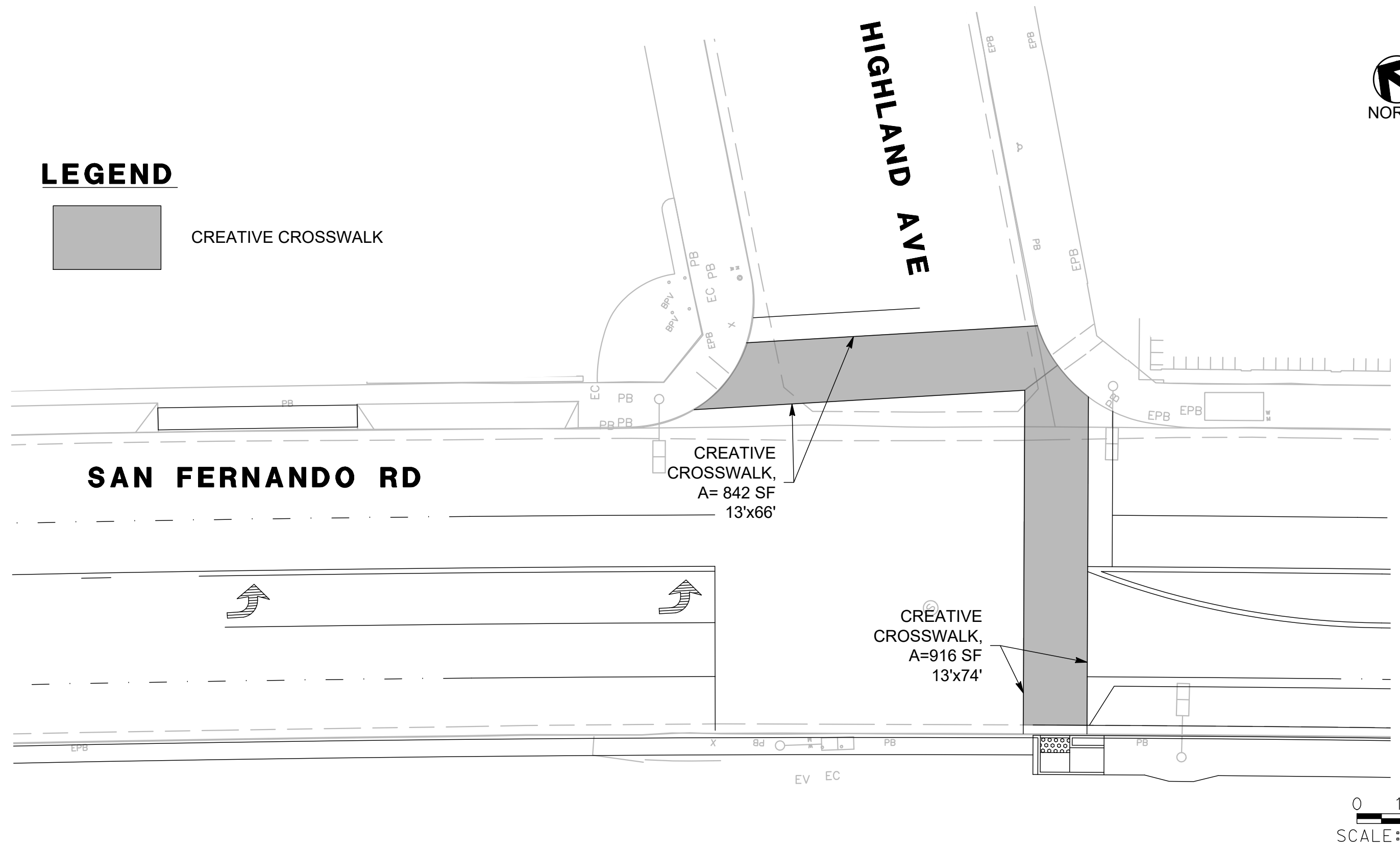
SAN FERNANDO ROAD BEAUTIFICATION PROJECT-PHASE I

CREATIVE CROSSWALK-CALIFORNIA AVE



LEGEND

 CREATIVE CROSSWALK



 MARK
 THOMAS

SAN FERNANDO ROAD BEAUTIFICATION PROJECT-PHASE I
CREATIVE CROSSWALK-HIGHLAND AVE



Arts and Culture Commission

HOME

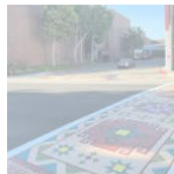
ABOUT

ART IN GLENDALE

OPPORTUNITIES

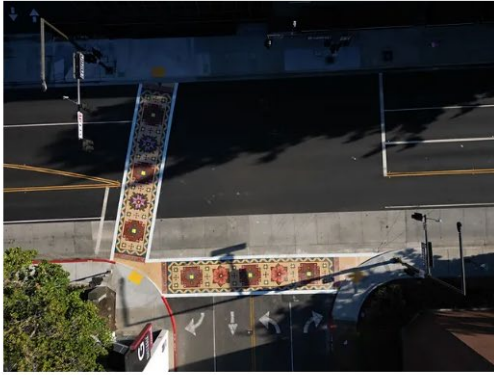
PROGRAMS

CREATIVE CROSSWALKS



OVERVIEW

The Creative Crosswalks project is a partnership initiative by the Glendale Library, Arts & Culture (Library), Glendale Arts and Culture Commission (ACC) and the Public Works (PW) Department. The project puts murals on crosswalks and intersections throughout various locations in the City of Glendale. The goal of these murals is to incorporate civic art into daily life.



Jewel City Rug

Broadway and Galleria Way

Artist: Arpine Shakhbandaryan

Jewel City Rug is designed in the style of a traditional Armenian rug with patterns inspired by the City of Glendale. Peacock feathers are transformed into a geometric triangle border on the edges of the rug. The central walkway design includes the City of Glendale hibiscus and jacaranda tree flowers.

@artbyarpine

www.artbyarpine.wordpress.com



Chemical Stain

Broadway and Columbus Ave

Artist: APLAB

Chemical Stain is inspired by the bonding of chemicals and elements seen throughout our natural world. In science these bonds are utilized to create understandable depictions of the beautiful structures that life provide us.

@APLabCustoms

www.glendaleartsandculture.org/creativecrosswalks

Interconnected surface system



Preformed thermoplastic crosswalk and streetscape surfaces for asphalt and concrete

ENNIS-FLINT® by PPG TRAFFICPATTERNS® anti-skid preformed thermoplastic material has the look of traditional pavers and stones without the high cost, installation hassle, maintenance and safety concerns associated with the real thing.

The pattern and color combinations of these interconnected sheets allow designers the flexibility to create a unique crosswalk or streetscape that complements the overall



Design

- Heavy-duty, intersection-grade pavement marking material
- Interconnected, 125-mil sheets with anti-skid elements
- Available in a variety of patterns, borders and colors



Installation

- Less work and maintenance than traditional pavers
- No custom tools, templates or grids needed
- Open to traffic within minutes of application



Pedestrian Safety

- Anti-skid elements distributed evenly throughout material for enhanced slip resistance
- As material wears, new anti-skid elements are exposed



Compliance/Certification

- ADA-compliant pedestrian and wheelchair friendly surface
- Facility is ISO 9001:2015 certified for the design, development and manufacturing of preformed thermoplastic



Installation

ENNIS-FLINT® BY PPG TRAFFICPATTERNS® preformed thermoplastic material is installed by a network of certified applicators and pre-qualified contractors using an infrared heater and propane heat torch. The 2' x 2' sheets of interconnected material are surface applied without the need for stamping templates or grids. Border segments can be added for design variability.

Need ideas? Your PPG sales representative can provide photos and project portfolios.



Step 1: Prepare

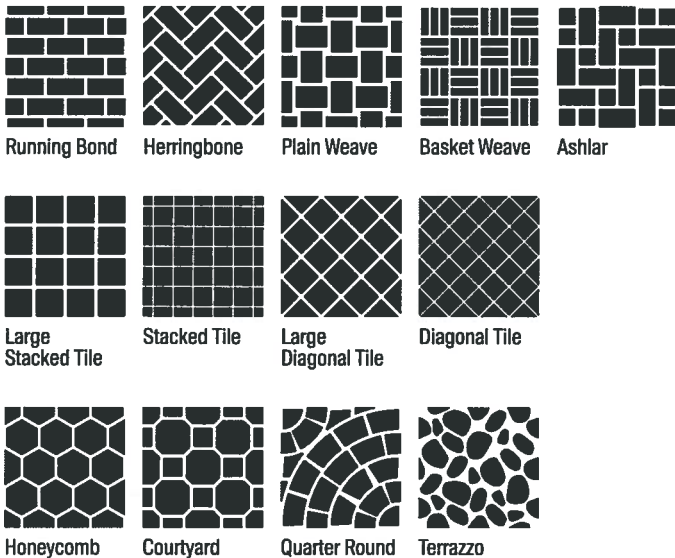


Step 2: Position

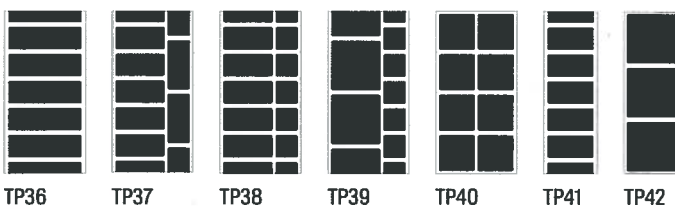


Step 3: Heat

Standard Patterns (2' x 2' sheets)



Standard Borders



Standard Colors



Premium Colors



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AGREEMENT FOR COMMISSION OF ARTWORK
FOR THE CREATIVE CROSSWALKS PROGRAM

BETWEEN
CITY OF GLENDALE
AND
NAME/ORGANIZATION



THIS AGREEMENT FOR COMMISSION OF ARTWORK (“**Agreement**”), effective Month Date, Year (“**Agreement’s Effective Date**”), is between the **CITY OF GLENDALE** (“**City**”), a municipal corporation, and NAME/ORGANIZATION (“**Artist**”), an individual (collectively, “**Parties**” or individually, “**Party**”).

RECITALS

1. As part of the Creative Crosswalks Program which **City’s** Library, Arts & Culture Department and Public Works Department jointly administer, **City** wishes to:

A. Commission an original, new mural design (“**Artwork**”) entitled, “TITLE OF DESIGN,” that will be located on **City**-owned property, specifically along pedestrian crosswalks on roadway pavement asphalt at the intersection between STREET NAME and STREET NAME (“**Site**”); and

B. Have **Artist**:

- (1) Design the **Artwork**;
- (2) Submit detailed design specifications for the **Artwork** to the City which will be shared with the City’s separate contractor to fabricate the **Artwork’s Stencils**;
- (3) Work with City’s separate contractor to ensure that the **Artwork’s Stencils** (“**Stencils**”) are accurately engineered and fabricated which the **City’s** separate contractor will use to paint the crosswalks.

3. **Artist** is qualified and experienced in the business of creating original works of art for site-specific installations.

4. **Artist** desires to perform the services described in this **Agreement** on the terms and conditions set out in it.

AGREEMENT

In consideration of their mutual promises, and for valuable consideration, the **Parties** agree as follows:

1. ARTIST’S SERVICES.

A. **Scope.** Subject to the terms and conditions of this **Agreement**, and subject to the “**PERFORMANCE AND FEE PAYMENT SCHEDULE**” set out in Exhibit A, which is attached to this **Agreement** and incorporated into it by this reference, **City** commissions **Artist** to design the **Artwork** and submit detailed design specifications for the **Artwork** to the **City**, or to assist in causing **City**’s agents to engineer, fabricate, and deliver the **Stencils** to **City**.

B. **Term.** This **Agreement** begins on this **Agreement**’s **Effective Date**, and continues in effect until completion of the work described in the **Agreement**, unless this **Agreement** ends sooner according to the terms elsewhere in this document.

C. **Artist’s Attendance at Meetings.** **Artist** shall meet and confer with **City**’s project manager, project architect, construction manager, **Review Bodies** (as defined below), and **City**’s staff as necessary throughout all phases and stages described in this **Agreement**.

D. **Design and Engineering.** After **Artist** has signed this **Agreement** and has delivered it— along with the required insurance forms set out in Section 19 below— to **City**, and upon **Artist**’s having received payment consistent with Exhibit A, **Artist** shall:

- (1) Develop and present to **City** for approval a design proposal;
- (2) Provide **City** with a detailed budget for the **Artwork**;
- (3) Deliver to **City** the **Artwork**’s **Plans** and **Design Specifications for the Stencils** that incorporate a final, fully engineered (*including crosswalk dimensions*):
 - (a) Design of the **Artwork** (the “**Design**”); and
 - (b) Design of the **Stencils**.

E. **Fabrication Plans.** After **City** has approved the **Design**, and upon **Artist**’s having received payment consistent with Exhibit A, **Artist** shall develop plans, specifications, and engineering for the fabrication and/or production (“**Fabrication**”) of the **Stencils** (“**Fabrication Plans**”);

F. **Fabrication.** After **City** has approved the **Fabrication Plans**, and upon **Artist**’s having received payment consistent with Exhibit A, **Artist** shall work with the **City**’s separate contractor to ensure accurate engineering and fabrication of the **Stencils**.

G. **Delivery.** After **Fabrication** of the **Stencils** is complete, upon **City**’s approval that **Fabrication** substantially conforms with the **Design**, and upon **Artist**’s having received payment consistent with Exhibit A, **City**’s separate contractor shall deliver the **Stencils**, or cause them to be delivered, to the **City** for **City**’s inspection and use.

H. **Design and Engineering by Licensed Professionals.** **Artist** is responsible for obtaining appropriate design and/or engineering services from licensed professionals, as necessary, for the proper **Design** of the **Artwork** for the **Stencils**. **City** is responsible to ensure that the **Artist**’s **Design Plans** and **Fabrication Plans** for the **Stencils** must be performed, prepared, designed, reviewed, and/or revised by qualified architects, engineers, and/or other design professionals who are licensed in the State of California, and in a manner consistent with applicable standards of professional skill, care, and diligence.

2. ARTIST’S COMPENSATION AND EXPENSES.

A. **Compensation.**

- (1) **City** will pay **Artist** the total amount of XXXX Dollars (\$X,XXX) (the “**Contract Amount**”) as reflected in Exhibit A. This amount includes a retention of ten percent (10%), in the amount of XXX Dollars (\$XXX) (the “**Retention**”), which **City** will withhold to:
 - (a) Ensure that:
 - (i) **City** receives each **Deliverable**, as identified in Section 3 below; and
 - (ii) The **Artwork Design Plan Specifications** fully conform to the **City**’s approved crosswalk dimensions for the **Stencils**.
 - (b) Pay for any costs and expenses that **City** incurs in:
 - (i) **City**’s remedying any defects or deficiencies in the **Artwork**, and/or the **Fabrication Plans** for the **Stencils**, if **Artist fails** to satisfactorily do so; and
 - (ii) **City**’s satisfying any unpaid claims of architects, engineers, consultants, subcontractors, material suppliers, laborers, or other persons or entities whom **Artist** hired, employed, or used for the **Artwork** and/or the **Design Plan Specifications** for the **Stencils** (collectively, the “**Subcontractors**”).
- (2) **City** will withhold as **Retention** ten percent (10%) from each payment listed in Exhibit A. **City** will then pay **Artist** any remaining portion of the **Retention** after **City**’s **Final Acceptance** of the **Design Plan Specifications** for the **Stencils**, and after **Artist**’s receipt of the final payment set out in Exhibit A.

B. **Payment Procedure.**

- (1) **Artist** shall submit invoices according to the **INVOICE SUBMISSION INSTRUCTIONS** which are attached to the **PERFORMANCE AND FEE PAYMENT SCHEDULE** set out in Exhibit A.
- (2) **Artist** shall stay current with **Artist**’s payment obligations to **Subcontractors**, and when **Artist** submits one or more invoices to **City**, **Artist** shall provide **City** with lien waivers or equivalent confirmations that **Subcontractors** have been appropriately paid out of the funds that **City** had paid to **Artist**.
- (3) Within forty-five (45) days after **City** receives an invoice, **City** will:
 - (a) Issue **Artist** a payment by check to the address listed in Paragraph 28.A. below, if:
 - (i) The invoice fully contains the information listed in the **INVOICE SUBMISSION INSTRUCTIONS**; and
 - (ii) **City** does not dispute the invoice in any manner; or

- (b) Notify **Artist** in writing of the reason(s) why the invoice is defective or disputed.
- (4) Within seven (7) days after **Artist** receives **City's** notice of defective or disputed invoice, **Artist** shall correct and resubmit the invoice.

C. **Independent Contractor.**

- (1) **Artist** is furnishing services as an independent contractor, and nothing in this **Agreement** creates any association, partnership, or joint venture between the **Parties** or any employer-employee relationship. **Artist** states and represents that **Artist**:
 - (a) Is an independent contractor and not an employee of **City**;
 - (b) Is free from the control and direction of **City** for this commission of the **Artwork**, both under this **Agreement** and in fact;
 - (c) Will perform work that is outside the usual course of **City's** business; and
 - (d) Is customarily engaged in an independently established trade, occupation, or business for the purpose of creating specially commissioned artwork.
- (2) As a result of **Artist's** status as an independent contractor, **Artist** acknowledges that regarding any sums due under this **Agreement**, **City** shall not withhold or pay any federal, state or local income taxes (domestic or foreign), FICA, Medicare, unemployment insurance, workers compensation insurance, or other taxes or assessments against amounts otherwise payable to statutory employees.
- (3) **Artist** shall hold indemnify, defend, harmless, and reimburse **City** for any taxes, premiums, assessments, and other liabilities (including penalties and interest) that **City** may be required to pay and arise out of this **Agreement**.
- (4) **Artist** shall assure that all **Subcontractors** comply with the foregoing obligations. During the term of this **Agreement**, **Subcontractors** shall remain at all times under **Artist's** sole control.

3. **APPROVAL PROCESS FOR DELIVERABLES.** The **Design**, **Design Plans**, and **Fabrication Plans** is each considered a **Deliverable**. **Artist's** completing and submitting each **Deliverable** is a condition to **Artist's** receiving a payment set out in Exhibit A, and **City's** acceptance of each is subject to the **Approval Process** described below:

A. Upon **Artist's** submission of each **Deliverable**, **City** will have the opportunity to approve or reject the **Deliverable**. Each **Deliverable** is subject to review and approval by **City**, including **City's** Arts and Culture Commission, Community Development Department; Public Works Department; City Engineer; other departments, boards, commissions, agencies; and/or community review panels (collectively, the "**Review Bodies**"). If **City** rejects the **Deliverable**, **City** shall identify the nature and reason(s) for the rejection in writing to **Artist** within thirty (30) days, or longer, if the **Parties** mutually agree.

B. Upon receipt of the notification of **City's** rejection, **Artist** shall have thirty (30) days— or longer, if the **Parties** mutually agree— to address **City's** reasons for rejection, and **Artist** shall

resubmit the **Deliverable**. **City** shall then have another thirty (30) days— or longer, if the **Parties** mutually agree— to review the resubmitted **Deliverable**.

C. If **City** approves the **Deliverable**, **City** shall pay **Artist** as described in Exhibit A, and **Artist** shall proceed to the next performance milestone listed in Exhibit A.

D. If **City** again rejects the **Deliverable**, **City** and **Artist** shall meet to discuss whether further work will cure **City**'s concerns, and if so, a reasonable time frame within which to accomplish the cure. If no cure is agreed upon, **Artist** shall continue to create the **Artwork** as initially contemplated by this **Agreement**, or at **City**'s sole discretion, **City** may terminate this **Agreement** under Paragraph 25.A.(1) and pay **Artist** according to Paragraph 25.A.(2)(b) below.

4. CHANGES.

A. Changes that do not affect the artistic integrity of the **Artwork** may occur or be requested by **Artist** or **City** at any time during the course of this **Agreement**.

B. If **Artist** or **City** requests any *major* change— which for purposes of this **Agreement** is identified as a “**Significant Change**” and which includes, but is not limited to, a change in the scope, design, color, size, or material of the **Artwork** that *affects cost, site preparation, installation, maintenance, or concept as represented in the Design*— the request must be in writing, approved by the other **Party**, and consistent with the process set out below:

- (1) If **Artist** wishes to make a **Significant Change** to the **Artwork**, **Artist** shall notify **City** of the **Significant Change** in writing:
 - (a) **City** shall provide **Artist** with a written response within fourteen (14) days— or longer, if the **Parties** mutually agree— whether **City** accepts or rejects **Artist**'s request.
 - (b) If **City** accepts **Artist**'s request for a **Significant Change**, **City**'s written acceptance will include a complete statement of the scope of the accepted changes and any applicable changes to costs.
 - (c) If **City** rejects **Artist**'s request for a **Significant Change**, the **Parties** shall work together in good faith to resolve their lack of agreement and reach a mutually agreeable solution. If the **Parties** are unable to agree on a solution, **Artist** shall continue to create the **Artwork** as initially contemplated by this **Agreement**.
- (2) If **City** desires a **Significant Change**, **City** shall notify **Artist** of the **Significant Change** in writing:
 - (a) **Artist** shall provide **City** with a written response within fourteen (14) days— or longer, if the **Parties** mutually agree— whether **Artist** believes the requested **Significant Change** is artistically appropriate, and if so, the feasibility and cost associated with the requested **Significant Change**.
 - (b) **City** will then have seven (7) days— or longer, if the **Parties** mutually agree— within which to approve or reject **Artist**'s terms for implementing the requested **Significant Change**.
 - (c) If **City** rejects **Artist**'s terms for implementing the requested **Significant Change**, the **Parties** shall work together in good faith to resolve their lack of agreement and reach a mutually agreeable

solution. If the **Parties** are unable to agree on a solution, **Artist** shall continue to create the **Artwork** as initially contemplated by this **Agreement**.

5. **PERMITS.** For all governmental permits, licenses, certificates, approvals, and authorizations (collectively, the “**Permits**”) from **City** and any other public agencies that are necessary for **City’s** and **Review Bodies’** approval of the **Artwork**, and/or fabrication of the **Stencils**, **Artist** shall collaborate with **City’s** project manager for the **Permits**, and **City** will pay and apply for the **Permits**.

6. **DESIGN.**

A. For the **Design**, **Artist** shall provide documentation and other materials—including, plans, specifications, drawings, engineering calculations, reports, and/or documents (collectively, the “**Design Plans**”)—that **City** and **Review Bodies** require.

B. The **Design** may include initial proposals, design concepts, drawings, models, or other appropriate plans and renditions of the **Artwork**. The **Design** must take into consideration and incorporate all pertinent: crosswalk color, pattern, dimension, and paint material guidelines; **Site** attributes; maintenance and safety criteria; and State and Federal requirements (including the Americans with Disabilities Act (“ADA”), the Uniform Federal Accessibility Standards as published in the Federal Register, and, if applicable, the rules governing national, state, and local historic sites).

C. Upon **Artist’s** completing the **Design**, **Artist** shall submit the **Design** and **Design Plans** to **City** for approval under the **Approval Process** set out in Section 3 above. If **City** approves the **Design** and **Design Plans**:

- (1) The approved **Design** and **Design Plans** will be added to and hereby incorporated into the “**DESIGN AND FABRICATION PLANS**” set out in Exhibit B to this **Agreement**; and
- (2) **Artist** shall then proceed with preparing and completing the **Fabrication Plans**.

7. **FABRICATION PLANS.**

A. **Artist’s Fabrication Plans** must include all details pertaining to the **Fabrication** and execution of the **Design** for the **Stencils**. **Artist** is responsible for providing **City** with all necessary specifications and dimensions for the **Stencils** to enable **City’s** contractor to carry out the installation of the **Stencils** and painting of the **Artwork**.

B. **City** will provide **Artist** with reference documents and/or standard plans that reflect the existing or proposed location, sizing, materials, dimensions, installation, and/or construction of the designated area at the **Site** for the **Artwork**. **Artist** shall create all **Design Plans** and **Stencils**, and calculate all specifications for the **Artwork**, directly from the documents and plans that **City** provides.

C. Due to the complex nature of the **Fabrication** of the **Stencils**, communication between **City** and/or **City’s** project manager, and other design and construction personnel, **Artist** shall ensure that the **Stencils** will be properly designed and constructed to fit in the specifically designated area at the **Site**.

D. For any miscalculations in the **Fabrication Plans** that are due to:

- (1) **Artist's** having received inaccurate drawings or other documents from **City**, and those miscalculations cause delay in the **Fabrication** and/or **Delivery** of the **Stencils**, **City** shall pay for the cost, if any, of correcting the miscalculations.
- (2) An error of **Artist** or **Artist's Subcontractors** which causes delay in the **Site's** preparation and/or **City's** contractor's from painting or installing the **Artwork**, **Artist** shall pay for the cost, if any, of correcting the miscalculations.

E. Upon **Artist's** completing the **Fabrication Plans**, **Artist** shall submit the **Fabrication Plans** to **City** for approval under the **Approval Process** set out in Section 3 above. If **City** approves the **Fabrication Plans**, that portion of the **Fabrication Plans** pertaining to the **Fabrication** of the **Artwork** will be added to and hereby incorporated into the "**DESIGN AND FABRICATION PLANS**" set out in Exhibit B to this **Agreement**.

8. **STENCIL FABRICATION.**

A. **Artwork's Stencils.** **City's separate contractor** shall fabricate the **Stencils**, or cause them to be fabricated, to substantially conform to the **Design**, **Design Plans**, and **Fabrication Plans** approved by **City** as set out in Exhibit B. **Artist** is responsible for communicating and/or supervising fabricators in the **Design's Fabrication**, reviewing all fabrication documents to ensure that those documents properly reflect the **Design**, and implementing any changes to the **Design** and **Fabrication Plans**, if any changes are requested or deemed necessary due to **Site** changes or other changes to the **Design** parameters.

B. **Review of the Stencils.** **City's** fabricator shall give **City's** project manager and other appropriate **City** staff or representatives and the **Artist**, access to the **Stencils** during reasonable business hours at **City's** separate contractor or fabricator's studio, in order to review progress with the **Stencil's Fabrication**. Alternatively, **City** may request photographic or video documentation and material samples of **City's** separate contractor and/or fabricator's progress to verify each stage that triggers payment to **Artist** under Exhibit A.

9. **SITE PREPARATION AND CITY CONTRACTOR'S INTALLATION OF STENCILS AND PAINTING OF ARTWORK.**

A. **Specifications.** **City** shall prepare the **Site** and oversee the **Stencils'** installation and painting by **City's** contractor. For the **Stencils'** installation and painting, **City** shall retain a California-licensed contractor acceptable to **Artist** who will not unreasonably withhold approval.

B. **Site Preparation and Access.**

- (1) **City** is responsible for providing and paying for all materials, labor, equipment, costs, and expenses necessary to prepare the **Site** for the **Stencils'** installation and painting.
- (2) The **Site** will be available for **Artist** to view **City's** contractor's installing the **Stencils** and painting of the **Artwork** beginning MONTH DATE, YEAR, between the hours of 10:00 p.m. and 6:00 a.m. weekdays, unless **City** otherwise notifies **Artist**.

- (3) If at any point during **City's** contractor's installing the **Stencils** and painting of the **Artwork**, **Artist** discovers a problem with it, **Artist** must immediately notify **City** to stop work. Unless the problem is due to **Artist's** miscalculations, deficiencies in the **Stencils' Fabrication**, or other failure by **Artist** to comply with the **Design** as approved, then **City** shall promptly address the **Site** problem so that **City's** contractor may recommence installing the **Stencils** and painting of the **Artwork** as soon as possible.

C. Delay.

- (1) If **City** delays painting the **Artwork** for any reason, **City** shall pay for:
 - (a) The actual costs and expenses, if any, of storing the **Stencils** until **City** is ready to install and paint them; and
 - (b) Any associated cost of storing the **Stencils**, including additional insurance expenses, and demobilization and remobilization costs.
- (2) If the **Artwork** is being stored at the **Site**, **City** is responsible for keeping the **Stencils** safe from any damage during storage, and for mobilization and demobilization if done by **City's** employees or subcontractors.

10. FINAL APPROVAL AND ACCEPTANCE. Within fourteen (14) days— or longer, if the **Parties** mutually agree— from the day on which the painting of the crosswalks is complete:

A. **City** and **Artist** will have a reasonable opportunity to inspect the **Artwork** for defects or deficiencies before **City's** acceptance.

B. After **Artist** has conducted the inspection, **Artist shall** notify **City** in writing whether the **Artwork** is sufficiently complete and conform to **Artist's** plans and specifications that **City** had approved.

C. **City** will approve and accept the **Artwork** ("**Final Acceptance**") and will make the final payment to **Artist** consistent with the terms set out in Section 2 of this **Agreement**, if **City** determines that:

- (1) The **Artwork** conforms to the approved plans and specifications set out in Exhibit B;
- (2) **Artist** has substantially complied with this **Agreement's** other terms which **City** has not waived; and
- (3) **Artist** has satisfied all requirements of the **Review Bodies**.

D. If **City** has not raised any objections to the **Artwork** as painted, the painting of the crosswalks will be deemed **City's Final Acceptance** of the **Artwork**.

11. PARTIES' REPRESENTATIONS.

A. **Artist's Statements of Fact and Representations.** **Artist** states and represents that:

- (1) **Artist** is the sole author of the **Artwork**.
- (2) **Artist** is the sole author of any and all copyrights pertaining to the

Artwork.

- (3) **Artist** has not knowingly infringed upon or violated any copyright, patent, trademark, or other intellectual or proprietary rights.
- (4) If the **Artwork** has, uses, or contains any intellectual or protected property right of any person or entity other than that of **Artist**, or any proprietary or protected material, process, or procedure of any person or entity other than that of **Artist**, **Artist**:
 - (a) Has obtained, or will obtain, all licenses, permissions, or authorizations;
 - (b) Has paid, or will pay, all royalties, licensing fees, or other fees required for obtaining licenses, permissions, or authorizations; and
 - (c) Will disclose to **City** the patent, trademark, copyright, or other protected intellectual, property, or proprietary right, and will provide an assignment conveying the right to **City**.
- (5) **Artist** will indemnify, defend, and hold harmless **City** from and against any claim, lawsuit, action, liability, damages, losses, costs, expenses, penalty, or fine for any infringement or violation of a copyright, patent, trademark, other intellectual or protected property right, or proprietary right that arises out of **Artist**'s representations in this **Agreement** and/or performance of this **Agreement**.
- (6) The **Artwork** is an original creation and the result of the artistic efforts of **Artist**, and that it will be installed free of any liens, claims, or other encumbrances of any type.
- (7) The **Artwork** is unique and an edition of one (1) and that **Artist** will not execute, or authorize another party to execute, another work of the same or substantially similar design and dimension as the **Artwork** commissioned under this **Agreement**. **Artist** may create works that use or incorporate various individual art elements that comprise the **Artwork**, if the work using or incorporating those elements:
 - (a) Does not consist predominantly of those elements;
 - (b) Is not the same or substantially similar in image, design, dimensions, and materials as the **Artwork**; and
 - (c) Is not displayed in an environment that is the same or substantially similar to the environment in which the **Artwork** will be displayed at the **Site**.
- (8) The **Stencils** are fabricated in materials for which the durability has been communicated to **City**.
- (9) The **Stencils** will be free of defects in design, workmanship, and materials. If any defects become apparent in the design, workmanship, or materials for two (2) years after **City**'s **Final Acceptance** of the **Artwork**, **Artist** will remove, replace, repair, or otherwise remedy the defects at **Artist**'s expense. **City**'s approval of the **Design** and/or **Fabrication** is not approval of defects.

- (10) The **Artwork** and/or its **Design** will not pose a danger to public health or safety in view of the possibility of misuse, if the misuse is in the manner that was reasonably foreseeable at any time while the **Parties** performed this **Agreement**.
- (11) To the extent the **Stencils** incorporate one or more products covered by a manufacturer's warranty for labor and/or materials, **City** shall:
 - (a) Secure from each manufacturer its written warranty document ("**Written Warranty**"); and
 - (b) Provide **Artist** with copies of the **Written Warranty** for **Artist's** review, comment, and acceptance during the **Design** phase.

B. **Statements of Fact and Representations.** **City** states and represents that:

- (1) **City** will inform **Artist** of all requirements for **City's** contractor's painting of the **Artwork** at the **Site**; and
- (2) The **Site's** preparation substantially conforms to **City's** standard specifications for the painting and installation of crosswalks and/or a project of this type.

12. INTELLECTUAL PROPERTY OWNERSHIP.

A. **General.** Except as this **Agreement** provides, **Artist** retains all copyrights and other intellectual property interests in the **Artwork** and in the **Design**, drawings, sketches, prototypes, and other materials for the **Artwork**. **Artist** may place a copyright notice on the **Artwork** and may, at **Artist's** option, register the copyright with the Library of Congress.

B. **Reproductions.**

- (1) **Artist** hereby grants to **City** the non-exclusive right to make, and to authorize the making of, photographs and other two-dimensional reproductions of the **Artwork** in print or electronic media for any **City**-related purposes, including: educational, advertising, marketing, public relations, promotion, any documentation of **City's** art collection or other noncommercial purposes.
- (2) The license in Subparagraph (1) above does not include the right to create three-dimensional works or to reproduce the **Artwork** for merchandising purposes. Any rights to reproduce the work three-dimensionally or to merchandise the **Artwork** must be established through a separate agreement with **Artist**.

13. CREDITS.

A. **Label.** **City** will publicly display a label, sign, plaque, or marker identifying **Artist**, the title of the **Artwork**, and the year it was completed in the area adjacent to the **Artwork** in a size and location determined by **City**.

B. **Artist's Credit.** Unless **Artist** requests to the contrary in writing, **City** will credit to **Artist** all references to the **Artwork** and all reproductions of the **Artwork**.

C. **City's Credit.** **Artist** will include the following credit line in all formal references to the **Artwork**: "From the collection of the City of Glendale."

14. **MAINTENANCE, REPAIR, AND RESTORATION.**

A. For the lifetime of the **Artwork**— which for purposes of this **Agreement** is defined as no less than two (2) years:

- (1) **City** shall perform routine inspection and maintenance of the **Artwork**.
- (2) **City** has the right to determine, after consultation with **City** staff and/or a professional conservator, when and if repairs and restorations to the **Artwork** will be made.

B. For all repairs and restorations:

- (1) It is the policy of **City** to consult with **Artist**, when practicable, regarding repairs and restorations undertaken during **Artist's** lifetime.
- (2) If **City** wishes to have **Artist** personally supervise the repairs and restorations, **City** shall pay **Artist** a reasonable fee— to be negotiated at the time— for **Artist's** supervision.
- (3) If **City** makes the repairs and restorations, and if **Artist** does not approve of them, **Artist** has the right, at **Artist's** sole option, to have **Artist's** association with the **Artwork** severed and to request that **Artist's** name be removed from it.
- (4) **City** will make the **Artwork's** repairs and restorations consistent with professionally recognized principles of conservation, and **City's** standards and specifications for crosswalk repairs and restorations.

15. **MODIFICATION, DESTRUCTION, OR REMOVAL OF ARTWORK.**

A. For any proposed significant alteration of the **Site** that would affect the intended character and appearance of the **Artwork**— including removal or relocation of the **Artwork** that might result in the **Artwork** being destroyed, distorted, or modified— **City** shall notify **Artist** in writing before the significant alteration occurs.

B. At any time, **City** may remove, relocate, or destroy the **Artwork**— or cause its removal, relocation, or destruction— without **Artist's** prior approval if **City** reasonably determines that:

- (1) Changes in highway and/or crosswalk safety, design, materials, products, and/or installation standards or specifications, or other laws or regulations cause the **Artwork** to conflict with, or fall below, or not meet those revised or updated design standards, specifications, codes, laws, or regulations; or
- (2) The **Artwork** presents an imminent harm, hazard, or risk to the health, safety, or welfare of the public, including pedestrians and/or motorists.

C. If **City** reasonably determines that the **Artwork** cannot be successfully removed

or relocated without the **Artwork**'s being destroyed, distorted, or modified, **Artist** may disavow the **Artwork** and may request that **Artist**'s name be removed from it.

D. In its sole discretion, **City** may commission **Artist** by a separate agreement to make any necessary changes to the **Artwork** to render it consistent with revised or updated design standards, specifications, codes, laws, or regulations.

E. To the extent that Paragraphs A through C above and other provisions in this **Agreement** directly conflict with **Artist**'s rights under the Visual Artists' Rights Act ("**VARA**") and, if applicable, the California Art Preservation Act ("**CAPA**"), the **Parties** acknowledge that those Paragraphs and the **Agreement**'s other provisions:

- (1) Are intended to replace the rights that **Artist** has under **VARA** and, if applicable, **CAPA**; and
- (2) In fact take the place of those laws.

16. TRANSFER OF TITLE. The ownership of the **Artwork**, as defined by this **Agreement**, will pass to **City** upon **City**'s **Final Acceptance** of the **Artwork**, and **Artist**'s receipt of the final payment set out in Exhibit A.

17. RISK OF LOSS.

A. **Artist** bears the risk of loss for any damage or vandalism to, or loss or theft of, the **Stencils** that results from **Artist**'s or **Artist**'s agents' actions until **City**'s **Final Acceptance** of the **Artwork**, at which time the risk of damage to or loss of the **Artwork** passes to **City**.

B. **City** bears the risk of loss for any damage or vandalism to, or loss or theft of, the **Artwork** after **City**'s **Final Acceptance** of the **Artwork**, including damage or loss resulting from the actions of anyone other than **Artist** or **Artist**'s agents.

18. INDEMNIFICATION.

A. **City** shall indemnify, defend (including **City**'s providing and paying for legal counsel for **Artist**), and hold harmless **Artist** and **Artist**'s successors and assigns from any claim or lawsuit arising out of a breach by **City** or its agents of any contractual obligation set out in this **Agreement**.

B. **Artist** shall indemnify, defend (including **Artist**'s providing and paying for legal counsel for **City**), and hold harmless **City**, its officers, agents, employees, representatives, successors and assigns from any claim or lawsuit arising out of a breach by **Artist** or **Artist**'s agent(s) of any contractual obligation set out in this **Agreement**.

19. INSURANCE.

A. **Artist's Insurance.** When **Artist** signs and delivers this **Agreement** to **City**, **Artist** shall furnish **City** with insurance forms that fully meet the requirements of— and contain provisions entirely consistent with— all of the "**INSURANCE REQUIREMENTS**," which are attached as Exhibit C (C-1 to C-4) to this **Agreement** and are incorporated into it by this reference.

B. **City's Insurance.** At **City's** expense, **City** will procure and maintain all-risk insurance, and/or **City** will maintain self-insurance, on the **Artwork**.

20. PREVAILING WAGE, PAYROLL RECORDS, APPRENTICESHIP, CONTRACT AWARD REPORTING LAWS.

A. Services by persons deemed to be employees of **Artist** possibly may be subject to prevailing wage, payroll records, apprenticeship, and contract award reporting requirements under California Labor Code Sections 1770-1781 (collectively, "**prevailing wage laws**"). **Artist's** sole responsibility is to comply with those requirements, should they apply.

B. If a dispute based upon the **prevailing wage laws** occurs, **Artist**, at its expense, shall indemnify, defend (including **Artist's** providing and paying for legal counsel for **City**), and hold harmless **City**, its officers, agents, employees, and representatives from and against all liability, claims, suits, demands, damages, fines, penalties, wages, costs, or expenses pertaining to the **prevailing wage laws**.

21. NON-DISCRIMINATION. **Artist** shall not discriminate against any employee or person who is subject to this **Agreement** because of race, color, religion, religious belief, national origin, ancestry, citizenship, age, sex, sexual orientation, gender identity, gender expression, marital status, pregnancy, parenthood, medical condition, physical or mental disability, genetic information, or military or veteran status.

22. EXECUTIVE ORDER N-6-22 – RUSSIA SANCTIONS.

A. **City** may use State of California grant funds for this **Agreement**. Accordingly, because **City** may be paying, awarding, or providing **Artist** with that State grant money, in whole or in part, **Artist** must fully comply with the Governor's March 4, 2022, Executive Order N-6-22 (<https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf>) ("State Executive Order"). The State Executive Order concerns economic sanctions ("Economic Sanctions") and other sanctions imposed by the U.S. government, and the State of California, in response to Russia's actions in Ukraine.

B. **Artist** is solely responsible for reviewing the State Executive Order in full and complying with its requirements, as applicable. **Artist** states and represents that **Artist** has read the State Executive Order, is not the subject or target of any Economic Sanctions, and will comply with any request to report information or submit documents to the State, or **City**, or both, before or after the expiration, termination, or cancellation of this **Agreement**.

C. At any time and upon written notice to **Artist**, **City**, in its sole discretion, may suspend this **Agreement**— whether partially, fully, temporarily, or otherwise— or may terminate or cancel it— in whole or in part— for cause, or for **City's** convenience and without cause, if **City** determines that any one or more of the following circumstances or events have occurred:

- (1) **Artist** is the subject or target of Economic Sanctions;
- (2) **Artist** is conducting prohibited transactions with sanctioned individuals or entities; or
- (3) **Artist** has failed to comply, in any manner, with the State Executive Order.

23. SUSPENSION OF PERFORMANCE BY EXCUSED DELAY.

B. **Not Attributable to Artist.**

- (1) **Artist** is entitled to an extension in performing the **Agreement** if a delay occurs that is caused by an event or events beyond the reasonable control of **Artist** or **Artist's** subcontractors ("**Excused Delay**"), including:
 - (a) Action or negligence of **City**, or of **City's** agents, employees, separate contractors or their employees or agents;
 - (b) A **Significant Change** requested by **City**;
 - (c) An unreasonable delay by governmental authorities in scheduling inspections, conducting reviews, or issuing approvals;
 - (d) An unusual and unavoidable delay in deliveries;
 - (e) A fire or other unavoidable casualty;
 - (f) Adverse weather; or
 - (g) An unreasonable delay by **City** or **City's** agents in responding to **Artist**.
- (2) An **Excused Delay** does not include a delay or interruption due to a labor dispute arising from:
 - (a) The decision of **Artist** or **Artist's** subcontractors to use non-union labor, or to schedule concurrent work by non-union and union labor crews; or
 - (b) A jurisdictional labor dispute.
- (3) If an **Excused Delay** occurs, **Artist** is entitled to an extension measured by the number of days that performance is actually delayed.

C. **Attributable to Artist.** If **Artist** causes a delay, **Artist** shall pay for any resulting costs and expenses directly arise out of the delay. Further, **Artist** shall work with **City** to resolve the issues creating the delay, and address the issues in a timely manner.

24. **EXCUSE OF CONTRACTUAL OBLIGATIONS BY FORCE MAJEURE.**

A. The **Parties** will be excused from performing this **Agreement** if performance is prevented by a condition beyond the control of the **Parties**, including acts of God, war, civil insurrection, government action, public emergency, pandemic, or epidemic, but only for as long as the unforeseen occurrence exists.

B. The **Parties** shall take all reasonable steps to assure performance of their contractual obligations when the unforeseen occurrence has ceased to exist, but resumption of performance will be subject to negotiation between the **Parties** if more than one (1) year has passed since suspension of obligations under this **Agreement** or if substantially changed circumstances have occurred.

25. **TERMINATION.**

A. **For Convenience.**

- (1) **City** may terminate this **Agreement**, in whole or in part, at any time before the **Artwork**'s completion upon **City**'s determination that the termination is in **City**'s best interest.
- (2) If **City** terminates this **Agreement** under Subparagraph (1) above:
 - (a) **Artist** immediately shall cease all work.
 - (b) **City** shall pay **Artist**:
 - (i) For work properly completed under this **Agreement**;
 - (ii) The balance of the earned **Retention**;
 - (iii) All fees, costs, and out-of-pocket expenses that **Artist** incurred and that are attributable to any work in progress, as of the date that **Artist** received written notice from **City** of the **Agreement**'s termination; and
 - (iv) A reasonable sum representing **Artist**'s provable lost opportunity cost, the amount of which must not exceed the entire remaining portion of the **Contract Amount**.
 - (c) All intellectual property remains with **Artist**, and **City** may not use **Artist**'s **Design** or any derivative of it.
- (3) Under no circumstances will **Artist** be responsible for the return of any payments received up to the point of termination for convenience.

B. **Default.**

- (1) Either **Party** may terminate this **Agreement**, in whole or in part, by written notice to the other **Party** if the defaulting **Party** fails to cure any breach after having received written Notice to cure (identifying the failure) and having provided the defaulting **Party** ten (10) days— or longer, if the **Parties** mutually agree— in which to cure the failure or nonperformance. The Notice must be given in the manner described in Section 28 below.
- (2) If a default by **City** remains uncured:
 - (a) **Artist** shall stop all work immediately; and
 - (b) **City** shall pay **Artist**:
 - (i) The remaining portion of the **Contract Amount** representing **Artist**'s **Compensation** for the **Artwork**; and
 - (ii) All fees, costs, and out-of-pocket expenses that **Artist** incurred and that are attributable to any work in progress, as of the date that **Artist** gives written notice of the **Agreement**'s termination.
- (3) If a default by **Artist** remains uncured:

- (a) **City** will stop all payments to **Artist**; and
- (b) **City** may seek restitution of funds already paid to **Artist**, up to the full amount of payments previously received by **Artist**.

26. DEATH OR INCAPACITY OF ARTIST.

A. If **Artist** is physically incapacitated or dies before completing the **Artwork**, **Artist** shall retain all payments that **City** had made up to the point of incapacity or death, and **City** shall compensate **Artist** for all work that **Artist** performed to the date of incapacity or death.

B. Upon **City**'s payment to compensate **Artist** or **Artist**'s estate for all work performed to the date of incapacity or death, the incomplete **Artwork** and any materials paid for by **City** will become the property of **City**. However, if the **Artwork** is substantially designed and/or completed and it is feasible for the **Artwork** to be fully completed without undue delay, **City** may elect to proceed under the terms of this **Agreement** with the written consent of **Artist**'s estate. If **City** elects to proceed with the **Artwork**'s completion and has obtained permission from **Artist**, or **Artist**'s estate, all remaining work to be completed under this **Agreement** will be delegated to: **City**.

27. ASSIGNMENT.

A. **Artist** shall not assign, transfer, delegate, or subcontract the creative and artistic portions of the **Artwork** to another party without **City**'s prior written consent.

B. **City** shall not assign or transfer the title of the **Artwork** or any interest in it without giving **Artist** thirty (30) days' advance written notification.

28. NOTICES.

A. All notices, communications, submittals, requests, and reports required under this **Agreement** must be hand delivered or sent by certified mail (with copies via email as practicable) as follows:

For **Artist**: NAME/ORGANIZATION
 ADDRESS CITY ZIP CODE
 Email: XX@XX.COM | Phone: XXX-XXX-XXXX

For **City**: Jennifer Fukutomi-Jones, Principal Arts & Culture Administrator
 222 E. Harvard St. Glendale, CA 91205
 Email: jfjones@glendaleca.gov | Phone: 818-937-7808

B. Notice is deemed to have been received either upon the date recipient signs the return certificate, or five (5) days after the notice is mailed to recipient, whichever is sooner. A change in the designation of the person or address to which notices, communications, submittals, requests, and reports will be delivered is effective when the other **Party** has received notice of the change by certified mail.

C. Following this **Agreement**'s completion, situations may occur for which **City** wishes to contact and notify **Artist**. It is **Artist**'s responsibility to ensure that **City** has current contact information on file for **Artist** during the life of the **Artwork**.

29. **DISPUTE RESOLUTION.** If any disputes arising from the terms of or performance under this **Agreement** occur, the **Parties** shall first attempt resolution through good faith discussion and/or mediation.

30. **WAIVER.**

A. If a **Party** to this **Agreement** fails to require the other **Party** to perform any term of this **Agreement**, that failure does not prevent the **Party** from later enforcing that term, or any other term. If a **Party** waives the other **Party**'s breach of a term, that waiver is not treated as waiving a later breach of the term. A waiver of a term is valid only if it is in writing and signed by the **Party** waiving it.

B. The rights and remedies of the **Parties** provided in this **Agreement** are not exclusive and are in addition to any other rights and remedies provided by law or under this **Agreement**.

31. **ENTIRE AGREEMENT.**

A. This **Agreement** constitutes the entire agreement between the **Parties** and supersedes all previous agreements in this matter. The **Parties** acknowledge that no other written or oral agreements, representations, or understandings with respect to the subject matter of this **Agreement** exist.

B. The **Parties** may amend or modify this **Agreement** (or any part of it) by a written amendment with **Artist**'s and **City**'s signature.

32. **INTERPRETATION.**

A. This **Agreement** is the product of negotiation and compromise by both **Parties**. Every provision in this **Agreement** must be interpreted as though the **Parties** equally participated in its drafting.

B. Despite the provisions in California Civil Code Section 1654, if this **Agreement**'s language is uncertain, the **Agreement** must not be construed against the **Party** causing the uncertainty to exist. In interpreting this **Agreement** and resolving any ambiguities, this **Agreement** will take precedence over any cover page or attachment.

C. Unless this **Agreement** specifies otherwise, any reference to "day" or "days" means calendar days and not business days. A reference to the time of day refers to local time for Glendale, California.

D. Unless the contexts requires otherwise, the term "including" means "including but not limited to."

E. If the last day for giving notice or performing an act falls on a weekend, a legal holiday listed in California's Government Code or in Glendale Municipal Code Section 3.08.010, or a day when City Hall is closed, the period is extended to and including the next day that the **Party** is open for business.

33. **GOVERNING LAW.** California's laws govern this **Agreement**'s construction and interpretation regardless of the laws that might otherwise apply under applicable principles of conflicts of law or choice of law. Unless this **Agreement** provides otherwise, any reference to laws, ordinances, rules, or regulations include their later amendments, modifications, and successor legislation.

34. **INVALIDITY.** The invalidity, in whole or in part, of any term of this **Agreement** will not affect the remaining terms' validity.

35. **HEADINGS.** All headings or captions in this **Agreement** are for convenience and reference only.

36. **JURISDICTION.** If **Artist** or **City** brings a lawsuit to enforce or interpret one or more provisions of this **Agreement**, jurisdiction is in the Superior Court of the County of Los Angeles, California, or where otherwise appropriate, in the United States District Court, Central District of California. **Artist** and **City** acknowledge that they negotiated, entered into, and executed this **Agreement** in the City of Glendale, California.

37. **ATTORNEY FEES AND COSTS.** A **Party** will not recover from the other **Party** fees or costs for mediation. The prevailing party in any court action or proceeding is entitled to receive from the other **Party** all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party for the action or proceeding.

38. **SUCCESSORS AND ASSIGNS.** This **Agreement** is binding on the heirs, executors, administrators, successors, and assigns of the respective **Parties**.

39. **COUNTERPARTS.** The **Parties** may execute this **Agreement** in counterparts, each of which is an original, but all of which constitutes one and the same document.

40. **DIGITAL SIGNATURES.** The **Parties** deem a copy of this **Agreement**, or any amendment to it, that bears a digital signature as having the same legal effect, for all purposes, as delivery of a signed original of this **Agreement** or the amendment, and each digital signature will have the same legal force and effect as a handwritten signature.

41. **REPRESENTATIONS.** The **Parties** represent that:

A. They have read this **Agreement**, fully understand its contents, and have received a copy of it;

B. Through their duly authorized representative, they are authorized to sign this **Agreement**, and they are bound by its terms; and

C. They have executed this **Agreement** on the date opposite their signature.

CITY:

By: _____
Roubik Golanian
City Manager

Date: _____

ARTIST:

By: _____
NAME/ORGANIZATION

Date: _____

APPROVED AS TO FORM	
NAME:	_____
TITLE:	_____
SIGNATURE:	_____
DATE:	_____

EXHIBIT A
PERFORMANCE AND FEE PAYMENT SCHEDULE

PHASE ONE:

CONTRACT EXECUTION

- Artist Milestone Deliverable:** *On or before MONTH DATE, YEAR:*
- **Artist** shall sign **Agreement** and deliver it— along with the required insurance forms— to **City**.

PHASE TWO:

FINAL DESIGN AND DESIGN PLANS; FABRICATION PLANS; WRITTEN WARRANTY

- Artist Milestone Deliverable:** *On or before MONTH DATE, YEAR:*
- **Artist** shall submit to **City** the **Design, Design Plans, Fabrication Plans, and Written Warranty** (if any).

- City Milestone Responsibility:** *On or before MONTH DATE, YEAR:*
- **City** will review the **Design, Design Plans, Fabrication Plans, and Written Warranty** (if any), and either approve one or more of them or return them for corrections or changes by **Artist**.
 - **City** will provide **Artist** with reference documents and/or standard plans for the existing or proposed designated area at the **Site** for the **Stencils'** installation and the **Artwork's** painting by **City's** contractor.

- Payment #1: *On or before MONTH DATE, YEAR:*
- **Artist** shall submit to **City** an invoice.
 - Payment amount (50%): **\$1,350.00** (\$150.00 – 10% **Retention**).

PHASE THREE:

FABRICATION AND DELIVERY OF STENCILS

- Artist Milestone Deliverable:** *On or before MONTH DATE, YEAR:*
- **Artist** shall communicate with City's separate contractor to ensure accurate engineering of the fabrication of the **Stencils**.

- City Milestone Responsibility:** *On or before MONTH DATE, YEAR:*
- **City** will inspect the **Stencils**, and notify **Artist** in writing whether **City** has approved them or is returning them for corrections or changes by **Artist**.

- Payment #2: *On or before MONTH DATE, YEAR:*
- **Artist** shall submit to **City** an invoice.
 - Payment amount (50%): **\$1,350.00** (\$150.00 – 10% **Retention**).

PHASE FOUR:

- Artist Milestone Deliverable:** *On or before MONTH DATE, YEAR:*
- Upon installation of the painting onto the crosswalk, **Artist** shall review and approve the final acceptance of the painting onto the crosswalk.

- Payment #3: *On or before MONTH DATE, YEAR:*
- Upon installation of the painting onto the crosswalk, **Artist** shall review and approve the final acceptance of the painting onto the crosswalk.
 - **Artist** shall submit to **City** an invoice.
 - Payment amount (10%): **\$300.00** (Remaining **Retention Balance**).

Maximum Cost for all Services under the Agreement: \$3,000.00 (100%)

EXHIBIT A

INVOICE SUBMISSION INSTRUCTIONS

Artist shall submit:

(A) An *original*, itemized invoice to **City** for approval, before receiving compensation. All invoices must contain:

- (1) The word "INVOICE";
- (2) An invoice number;
- (3) An invoice date;
- (4) The words "BILL TO: City of Glendale";
- (5) The **City**-issued contract number;
- (6) A description of the Services performed;
- (7) The dates that the Services were performed;
- (8) A brief itemization of costs associated with each task or phase;
- (9) The total phase or Project costs to date;
- (10) The total amount due on the invoice; and
- (11) Payment instructions ("Make payable to ____" or "Remit to ____").

(B) The invoice:

- (1) On or before the date identified in Exhibit A's PERFORMANCE AND FEE PAYMENT SCHEDULE; and
- (2) Directly to **City's** Finance Department in one of the following two ways:

Option 1: Electronically via:

<https://www.glendaleca.gov/government/departments/finance/accounting/invoice-submittal>

Artist shall:

- Prepare the invoices in PDF format; and
- Submit only one (1) invoice per PDF file.

*Submitting multiple invoices in a single PDF file, or submitting an invoice without the **City**-issued contract number, will cause a delay in payment.*

Option 2: By mail to the following address:
City of Glendale
Attn: Accounts Payable
141 N. Glendale Ave, Room 346
Glendale, CA 91206

EXHIBIT B

DESIGN AND FABRICATION PLANS

INSURANCE REQUIREMENTS

“WORKERS’ COMPENSATION” INSURANCE

1.1 At its own expense, **Artist** shall obtain, pay for, and maintain— and shall require each of its Subconsultants and Subcontractors to obtain and maintain— for the duration of this **Agreement**:

- (A) Complete Workers’ Compensation insurance, meeting or exceeding the coverages and amounts that California law requires; and
- (B) Employer’s Liability insurance in an amount not less than:
 - (1) ONE MILLION DOLLARS (\$1,000,000) per accident for bodily injury or disease;
 - (2) ONE MILLION DOLLARS (\$1,000,000) per employee for bodily injury or disease; and
 - (3) ONE MILLION DOLLARS (\$1,000,000) policy limit.

1.2 **Artist** shall provide **City** with a “**certificate of insurance**”— on forms satisfactory to the City Attorney or City’s Risk Manager, and signed by the insurance carrier or its authorized representative— which fully meet the requirements of, and contain provisions entirely consistent with, this **Agreement**’s workers’ compensation insurance requirements.

1.3 **City** shall not be liable to **Artist**’s personnel, or anyone **Artist** directly or indirectly employs or uses, for a claim at law or in equity arising out of **Artist**’s failure to comply with this **Agreement**’s workers’ compensation insurance requirements.

INSURANCE REQUIREMENTS

“COMMERCIAL GENERAL LIABILITY” OR “BUSINESSOWNERS LIABILITY” INSURANCE

1.1 At its own expense, **Artist** shall obtain, pay for, and maintain— and shall require each of its Subconsultants (i.e., architects, engineers, and/or other design professionals) and Subcontractors (i.e., fabricators, art shipping, transportation, and delivery services) whom **Artist** hires, employs, or uses for the **Artwork** to obtain and maintain— a “Commercial General Liability” or a “Businessowners Liability” insurance policy on an **occurrence** basis to fully protect **Artist** and **City** from claims and suits for bodily injury, personal and advertising injury, property damage, and medical payments. The policy must add the City of Glendale and its officers, agents, employees, and representatives (collectively, “CITY AND ITS REPRESENTATIVES”) as **additional insureds**.

1.2 Coverage afforded to CITY AND ITS REPRESENTATIVES must be at least as broad as that afforded to **Artist**. If **Artist** has higher limits than the limits specified in these insurance requirements, or has additional broader coverage, or has both, the insurer shall make available the higher limits and broader coverage to CITY AND ITS REPRESENTATIVES. The insurance must be written for the limits of liability specified below:

- (A) ONE MILLION DOLLARS (\$1,000,000) per occurrence, or the full per occurrence limits of the policy— whichever limit is greater— for bodily injury (including accidental death) to any one person;
- (B) ONE MILLION DOLLARS (\$1,000,000) per occurrence, or the full per occurrence limits of the policy— whichever limit is greater— for personal and advertising injury to any one person;
- (C) ONE MILLION DOLLARS (\$1,000,000) per occurrence, or the full per occurrence limits of the policy— whichever limit is greater— for property damage; and
- (D) TWO MILLION DOLLARS (\$2,000,000) general aggregate limit, or the full aggregate limits of the policy— whichever limit is greater.

1.3 The liability insurance must include all major divisions of coverage and must cover:

- (A) Premises Operations (including Explosion, Collapse, and Underground [“X,C,U”] coverages as applicable);
- (B) Independent Contractors’ Protective Liability;
- (C) Products and Completed Operations (maintain same limits as above until two (2) years after to the Final Payment date);
- (D) Personal and Advertising Injury (with Employer’s Liability Exclusion deleted);
- (E) Contractual Liability; and
- (F) Broad Form Property Damage.

1.4 **Artist** shall provide **City** with a “**certificate of insurance**,” an “**additional insured endorsement**,” and a subrogation endorsement, “**Waiver of Transfer to Rights of Recovery Against Others**”— on forms satisfactory to the City Attorney or City’s Risk Manager, and signed by the insurance carrier or its authorized representative— which fully meet the requirements of, and contain provisions entirely consistent with, all of the Insurance Requirements.

1.5 The “certificate of insurance” and an “additional insured endorsement” must state:

“The City of Glendale, and its officers, agents, employees, and representatives are included as additional insureds under the policy(s). This insurance is primary to all other insurance of the City. The City’s insurance, or self-insurance, or both, will apply in excess of— and will not contribute with— this insurance. This insurance applies separately to each insured or additional insured who is seeking coverage, or against whom a claim is made or a suit is brought. The issuing company shall mail thirty (30) days advance notice to the City for any policy cancellation, termination, non-renewal, or reduction in coverage.”

INSURANCE REQUIREMENTS

GENERAL REQUIREMENTS

1.1 At all times, the insurance company issuing the policy must meet all three of these requirements:

- (A) It must be “admitted” insurer by the State of California Department of Insurance or must be listed on the California Department of Insurance’s “List of Approved Surplus Line Insurers” (“LASLI”);
- (B) It must be domiciled within, and organized under the laws of, a State of the United States; and
- (C) It must carry a minimum A.M. Best Company Financial Strength Rating of “A:VII,” or better.

1.2 If the **Agreement** requires any of the foregoing insurance coverages to remain in force after the Final Payment, and if they are reasonably available, **Artist** shall submit to **City**— with the final invoice for Payment— all certificates and additional insured endorsements evidencing the coverages’ continuation.

1.3 A deductible or self-insured retention is subject to **City**’s review and approval, in its sole discretion. The insurance company or its authorized representative must state either on the insurance certificate or in a separate correspondence:

- (A) The amount of the deductible, or self-insured retention, or both;
- (B) Whether a limit of insurance has been lowered by any pending or paid claim; and
- (C) The current limit amount, as lowered by the pending or paid claim.

1.4 Despite any conflicting or contrary provision in **Artist**’s insurance policy:

- (A) If **Artist**’s insurance company adds **City**, and its officers, agents, employees, and representatives (collectively, “its representatives”) as additional insureds, then for all acts, errors, or omissions of **City**, or its representatives, or both, that insurer shall:
 - (1) Pay those sums that **City**, or its representatives, or both, become legally obligated to pay as damages; and
 - (2) Defend— and pay the costs of defending— **City**, or its representatives, or both;
- (B) **Artist**’s insurance is primary;
- (C) Other insurance (whether primary, excess, contingent or self-insurance, or any other basis) available to **City**, or its representatives, or both, is excess over **Artist**’s insurance;
- (D) **City**’s insurance, or self-insurance, or both, will not contribute with **Artist**’s insurance policy;
- (E) **Artist** and **Artist**’s insurance company waive— and shall not exercise— any right of recovery or subrogation that **Artist** or the insurer may have against **City**, or its representatives, or both;
- (F) **Artist**’s insurance policy applies separately to each insured or additional insured who is seeking coverage, or against whom a claim is made or suit is brought, except that the naming of multiple insureds will not increase an insurance company’s limits of liability;
- (G) **Artist**’s insurance policy applies to a claim or suit brought by an additional insured against a Named Insured or other insured, arising out of bodily injury, personal injury, advertising injury, or property damage; and

(H) **City** is not liable for a premium payment or another expense under **Artist's** policy.
1.5 At any time during the duration of this **Agreement**, **City** may do any one or more of the following:

(A) Review this **Agreement's** insurance coverage requirements; or

(B) Require that **Artist**:

(1) Obtain, pay for, and maintain more or less insurance depending on **City's** assessment of any one or more of the following factors:

(a) **City's** risk of liability or exposure arising out of, or in any way connected with, the work or services of **Artist** under this **Agreement**;

(b) The nature or number of accidents, claims, or lawsuits arising out of, or in any way connected with, the services of **Artist** under this **Agreement**; or

(c) The availability, or affordability, or both, of increased liability insurance coverage;

(2) Reduce or eliminate a deductible or self-insured retention as it applies to **City**; or

(3) Obtain, pay for, and maintain a bond (as a replacement for an insurance coverage) from a California corporate surety, guaranteeing payment to **City** for liability, or costs, or both, that **City** incurs during **City's** investigation, administration, or defense of a claim or a suit arising out of this **Agreement**.

1.6 **Artist** shall maintain the insurance policy without interruption, from the **Agreement's Effective Date** to the Final Payment date, or until a date that **City** specifies for any coverage that **Artist** must maintain after the Final Payment.

1.7 **Artist's** insurance company or self-insurance administrator shall mail **City** written notice at least thirty (30) days in advance of the policy's or the self-insurance program's cancellation, termination, non-renewal, or reduction in coverage.

1.8 **Artist** shall not allow any insurance to expire, cancel, terminate, lapse, or non-renew. Twenty-one (21) days before its insurance policy's expiration, cancellation, termination, or non-renewal, **Artist** shall deliver to **City** evidence of the required coverage as proof that **Artist's** insurance policy has been renewed or replaced with another insurance policy which, during the duration of this **Agreement**, meets all of this **Agreement's** insurance requirements.

1.9 At any time, upon **City's** request, **Artist** shall furnish satisfactory proof of each type of insurance coverage required—including a certified copy of the insurance policy or policies; certificates, endorsements, renewals, or replacements; and documents comprising **Artist's** self-insurance program—all in a form and content acceptable to the City Attorney or City's Risk Manager.

1.10 If **Artist** hires, employs, or uses a Subconsultant or Subcontractor to perform work, services, operations, or activities on **Artist's** behalf, **Artist** shall ensure that the Subconsultant or Subcontractor:

(A) Meets, and fully complies with, this **Agreement's** insurance requirements;

(B) Delivers to **City**— for its review, or approval, or both— all insurance policies, certificates, and endorsements that this **Agreement** requires; and

(C) Furnishes **City**, at any time upon its request, with a complete copy of the Subconsultant's or Subcontractor's insurance policy or policies for **City's** review, or approval, or both.

1.11 **Artist's** failure to comply with an insurance provision in this **Agreement** constitutes a breach upon which **City** may immediately terminate or suspend **Artist's** performance of this **Agreement**, or invoke another remedy that this **Agreement** or the law allows. At its discretion, **City** may obtain or renew the insurance, and **City** may pay all or part of the premiums. Upon demand, **Artist** shall repay **City** for all sums or monies that **City** paid to obtain, renew, or reinstate the insurance, or **City** may offset the cost of the premium against any sums or monies that **City** may owe **Artist**.

EXHIBIT C-4

INSURANCE REQUIREMENTS

ARTIST'S SUBMITTAL OF CERTIFICATES AND ENDORSEMENTS

1.1 **Artist** shall have its insurance carrier(s) or self-insurance administrator(s) complete and execute the following insurance documents, unless an exception below applies. When **Artist** signs and delivers the **Agreement** to **City**, **Artist** also shall deliver:

- (A) A "certificate of insurance" for General Liability insurance;
- (B) Additional Insured Endorsement for General Liability insurance;
- (C) A subrogation endorsement, "**Waiver of Transfer to Rights of Recovery Against Others**," for Commercial General Liability coverage or Businessowners Liability coverage;
- (D) A "certificate of insurance" for Workers' Compensation insurance; or
 - If **Artist** is self-insured for workers' compensation, a copy of the "Certificate of Consent to Self-insure" from the State of California; or
 - If **Artist** is lawfully exempt from workers' compensation laws, an "Affirmation of Exemption from Labor Code §3700" form;

1.2 **City** will neither sign this **Agreement** nor issue a "Notice to Proceed" until the City Attorney or City's Risk Manager has reviewed and approved the insurance documents. **City's** decision as to the acceptability of all insurance documents is final. Unless **Artist** obtains **City's** written approval, **City** will not permit or allow a substitution of an insurance policy, or a change in a certificate's or an endorsement's form and content, or both.

INSURANCE OBLIGATION IS SEPARATE FROM INDEMNITY OBLIGATION

2.1 This **Agreement's** insurance provisions:

- (A) Are separate and independent from the indemnification and defense provisions in Section 20 of the **Agreement**; and
- (B) Do not limit, in any way, the applicability, scope, or obligations of the indemnification and defense provisions in Section 20 of the **Agreement**.