

REQUEST FOR PROPOSALS FOR L STREET GARAGE MURAL

Introduction

The City of Livermore is seeking proposals from qualified artists or muralists (Artist) to install a mural on the eastern elevation of the City's new L Street Garage located at 50 S. L Street, Livermore, CA 94550. The project will have a "Fusion Ignition" theme based on Lawrence Livermore National Laboratory's (LLNL) historic achievement in 2022. Entry is open to professional artists who have completed large-scale, outdoor murals. The selected artist will design and install the mural. All artworks must be original designs and suitable for viewing by all ages.

This Request for Proposals (RFP) is intended to provide interested artists with general information regarding the scope of services expected for a Professional Services Agreement or Purchase Requisition (Agreement) to be awarded to a qualified artist and the proposal process (including selection).

Deadline to submit proposals: **June 12, at 10:59 p.m. PST**

Timeline:

RFP Opens: May 15, 2026

RFP Closes: June 15, 2026

Review of Proposals: June 16, 2026 – June 26, 2026

Selection and Agreement Processing: June 27 – July 10, 2026

Installation Begins: July 10, 2026

Mural Completion Deadline: August 14, 2026

Unveiling or Dedication: August 26, 2026

I. DESCRIPTION OF SERVICES

The designated mural space located on the east elevation of the L Street Garage has the following dimensions and characteristics:

- The mural area is 22'2" (H) by 23'5-3/4" (W).
- The bottom of the mural area begins 10'5" from ground level.
- The mural space currently is tan colored primer over a gray direct applied exterior finish system (DEFS).
- Pre-installed lighting to illuminate the mural will shine from the bottom and top of the mural.

Mural installation will require several treatments and sequential applications of paint to complete the project — (1) cleaning, (2) primer, (3) paint with acrylics, and (4) finishing with an anti-graffiti clear coat. The mural space is visible to pedestrian, automobile, and other passing traffic. For reference, please see attached picture of the east elevation of the L Street Garage.

II. SCOPE OF SERVICES

The successful artist/s, in coordination with City staff, shall design and install the mural. Once an agreement is executed, the artist/s may not substitute the person providing the design and installation without the City's written approval.

III. MINIMUM QUALIFICATIONS

- Application must be completed and submitted via the Café Art platform by the due date.
- Concept drawing showing the scaled design (Submissions may be hand-drawn or computer generated).
- A statement of interest (3,000 characters maximum) that describes why you are interested in painting the L Street Garage, your understanding of the scope and desired representation of "Fusion Ignition", your experience working on public art projects, including large scale outdoor murals, and how your mural-art will enliven the area.
- All visuals including drafts, proposals, and designs and examples of previous work must meet the online format required for uploading: (file type: JPG or PNG; Dimensions: Minimum 1920 pixels on the longest side; Resolution: 72 ppi/dpi)
- A statement explaining the total compensation (in USD) you are proposing/requesting to complete this project. Compensation includes the total cost of all services proposed and rendered including: creation of renderings or drawings, labor, materials, administrative costs, equipment and rentals, and wages for any artists supporting your proposed work.

Project Requirements

- Artist/s are responsible for prepping and painting the entire designated surface. Artist(s) must use paint to cover the surface, and an anti-graffiti clear coat must be applied to protect the art upon completion.
- Artist/s and their assistants should exercise extra caution while working and should be aware that the mural surface is at an elevated height that will require specialized equipment to access. There is landscaping and an uneven grade around the foundation of the garage.
- The garage is open to the public; special care shall be given to ensure that people and property are not impacted by work related to the project.
- The art must meet the requirements of the Selection Criteria listed in this document (below).
- All artists must sign a City of Livermore liability release before beginning work on the project.
- Artists may be asked to attend a dedication ceremony after the completion of the work.

Artist Selection Process

All submitted proposals will be reviewed by City Staff to ensure completeness. The highest rated proposals, based on internal review (with input from City leadership and

stakeholders), will be moved forward for consideration. The City of Livermore is the final decision-making body for the selection of the artist.

L Street Garage Mural Project Selection Criteria

- The mural will have a “Fusion Ignition” theme that represents the science and innovation behind this achievement. It is recommended that artists review publicly available information to inform their proposal.
- Visual elements to consider in a proposal are:
 - 192 laser beams, housed in a building the size of a football stadium, converging on a target the size of a pencil eraser
 - Immense light and pressure at a cosmic scale: the reaction was hotter than the center of the sun and denser than the core of Jupiter
 - Overcoming atomic obstacles: a diagram of the fusion reaction at the atomic level
 - A symbolic representation of more fusion energy being produced by the reaction than the laser energy needed to start it - the building block of an abundant energy future
- The proposed mural must aesthetically enhance the surrounding environment, be contemporary in style and design, be a representation of the project theme (Fusion Ignition), reflect the local identity when possible, and represent items and ideas that reflect Livermore’s culture and unique sense of place.
- The artwork shall not name specific people or politicians or endorse a political party, have religious references, or be otherwise obscene to the average person; applying contemporary community standards and shall not contain commercial messages or symbols. The artist must account for traffic patterns in the area; avoids use of paint colors that will cause unsafe driving conditions (reflective, neon, etc.).
- The proposed art must be an original design.
- The proposed art must not be identical to any murals already placed or to be placed in other similar public mural programs within 200 miles of Livermore.

Additional Information

- The art may include the name of the artist/s (no larger than a 1’ x 2’ space).
- The artist must leave a TBD space for dedication.
- The expectation is that the L Street Garage Mural will have a minimum 5 years expected lifespan.
- The artwork is a long-term installation and will become City of Livermore property.
- Artist/s must notify City Staff when their project is completed.
- The artists may enlist assistants to help them complete the project; selected artists are responsible for the compensation of enlisted assistants and for ensuring their work meets all requirements stated within this RFP.
- Artists will provide all materials for the mural.

IV. AWARD OF AGREEMENT

The selected artists or muralists shall provide the City with the following documents:

- a. Name, title, and email address of the authorized signatory to sign the City's contract;
- b. A completed W-9 form;
- c. Insurance that meets the requirements; and
- d. An active City of Livermore business license.

In the event the selected artist or muralist fails to submit the documents to the City in a timely manner, the City may negotiate with another finalist or reject all proposals. The City also reserves the right to award more than one agreement depending upon the qualifications and strength of the proposals, for all or a portion of the services offered.

V. CONFIDENTIALITY AND NON-DISCLOSURE

The City of Livermore recognizes that the proposals may include proprietary or confidential information. The City will take every reasonable precaution in protecting such information if it is clearly identified as proprietary or confidential on the page on which it appears. However, the City is subject to the California Public Records Act and must disclose records as required by the Act.

Proposals and pricing information submitted as a part of this RFP will not be returned.

VI. EXHIBITS

The following exhibits are included in this Request for Proposals:

Exhibit A – Agreement Sample (including City of Livermore Terms and Conditions)

Exhibit B – Insurance Requirements

Exhibit C – Building Mural Location and Dimensions Images

VII. GENERAL CONDITIONS

- a. This RFP does not commit the City of Livermore to execute a service agreement or purchase requisition. The City reserves the right to accept or reject any or all proposals if the City determines it is in the best interest of the City to do so.
- b. Proposals shall remain open, valid and subject to acceptance anytime within one hundred eighty (180) calendar days after the proposal due date and up to the end of the agreement period.
- c. The City reserves the right to issue addenda or amendments to this RFQ/RFP.
- d. To be considered, all proposals must be submitted in the manner set forth in this RFP. It is the artist/muralist's responsibility to ensure that its proposal is submitted before the specified Submittal Deadline.
- e. This RFP does not commit the City to pay any costs incurred in the preparation of a proposal in response to this request artist or muralist agrees that all costs incurred in developing this proposal are the artist or muralist's sole responsibility.
- f. The City reserves the right to award an agreement at this time for all or only some of the services requested.

VIII. PROJECT ADMINISTRATION

Art Project Lead: Allen McFarland, Management Analyst II &
Commission for the Arts Staff Liaison
Library Services Department
arts@livermoreca.gov

Additional Contacts: Leng Kutil, Management Analyst I
Library Services Department
arts@livermoreca.gov

IX. WAIVER

By submitting a response to this RFP, each artist or muralist expressly waives any and all rights that it may have to object to, protest or seek legal remedies whatsoever regarding any aspect of this request, the City's selection of the top artist/s or muralist/s, the City's rejection of any or all responses, and any subsequent agreement that might be entered into as a result of this request.

AGREEMENT FOR COMMISSIONED ARTIST SERVICES

Insert Name or Type of Work

THIS AGREEMENT is made and entered into as of this day of , 2018 by and between the City of Livermore, a municipal corporation, (“City”), and (“Artist”) (each a “Party” and collectively, the “Parties”).

RECITALS

- A. City requires the services of the artist to provide certain artwork to be placed [describe location of work] (“Project”).
- B. Artist has the necessary professional skills and experience necessary to perform the services described in this Agreement.
- C. City desires to engage Artist to provide these services by reason of its qualifications and experience in performing such services
- D. The City has received a proposal from the Artist to provide artwork dated [date of proposal submission], attached as Exhibit “A” and incorporated by this reference (the “Proposal”) and the Commission for the Arts, at its meeting of [CfA Meeting Date], approved the concept and design for artwork entitled “[insert name/description of Artwork]” (“Artwork”), as outlined in the attached Exhibit “A-1,” which is incorporated by this reference.
- E. Artist has affirmed his or her willingness and ability to complete the Project and provide the Artwork on the terms and conditions set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of these recitals and the mutual covenants contained herein, the Parties agree as follows:

- 1) **Scope of Work.**
 - a) City retains Artist to perform, and Artist agrees to render the services that are described in this Agreement, as more particularly described in the attached Exhibit “A-1” which is incorporated by this reference (“Services”).
 - b) Artist will be responsible for the professional quality, technical accuracy and coordination of the Services. Artist will, without additional compensation, correct or revise any errors or deficiencies in the Services. To the extent applicable, Artist shall also ensure the Artwork is free of any grammatical or spelling errors prior to delivery of the Artwork to the City.

EXHIBIT A

- c) Artist warrants that the Artwork is original and is solely the product of Artist's own creative efforts and does not infringe on the rights, including copyrights, of any person or entity. Artist also warrants that, unless stipulated in writing, the Artwork is original and that Artist shall not sell, license, perform, or reproduce a substantially similar copy of the Artwork [for installation within a 200-mile radius of the City without prior consent of the City/ without prior consent of the City]. However, nothing contained herein shall prevent the Artist from creating future works in his/her style and manner of working.
 - d) Artist will keep City informed on a regular basis that the Services are being performed in accordance with the terms and conditions of this Agreement.
 - e) Artist further warrants that the Artwork shall not constitute any threat to the safety of persons or property when used in the manner for which it is designed. Artist agrees to cooperate with City in making or permitting adjustments to the Artwork if necessary to eliminate any potential safety concerns or hazards, which become apparent after the Artwork is accepted by the City.
 - f) If applicable, Artist has designated those persons listed in Exhibit "A-1" to provide the Services to the City. Artist will not change or reassign those persons described in Exhibit "A-1" without prior written notice to City, and will not replace those individuals with individuals to whom City has a reasonable objection.
 - g) If applicable, Artist shall ensure that all work for compensation is provided in compliance with the requirements of the California Labor Code including but not limited to hours of labor, nondiscrimination, payroll records, apprentices, worker's compensation and prevailing wages. If applicable, Artist shall comply with all prevailing wage laws, such as sections 1773, 1773.8, 1775, 1776, 1777.5, 1777.6, and 1813 of the California Labor Code and any other applicable wage and hour law. If any violation of prevailing wage law associated with this Agreement is deemed to have occurred by any court or administrative authority, Artist shall forfeit to the City, as a penalty, the sum of fifty dollars (\$50.00) for each calendar day, or portion thereof, for each laborer, worker, or mechanic employed, paid less than the applicable prevailing rates for any work done to accomplish the purposes of this Agreement.
- 2) **Relationship of Parties – Independent.** The relationship of the parties shall be that of independent contractors. Artist and its employees are not City officers or employees. Artist is responsible for the supervision and management of its employees, including any workers' compensation insurance, withholding taxes, unemployment insurance, and any other employer obligations associated with the delivery of the Services contemplated by this Agreement.
- 3) **Standard of Performance.** Artist acknowledges that in entering into this Agreement the City is relying on Artist's special skills and experience to do and perform the Services in accordance with the best standards of professional practice. While performing the Services, Artist will exercise the reasonable professional care and skill customarily

exercised by reputable members of Artist's profession practicing in the Northern California area. The acceptance of the Services by City does not release Artist from these obligations.

- 4) **Term.** Unless earlier terminated, the term of this Agreement will commence upon the date first above written and will expire upon completion of the Services by Artist, but not later than .
- 5) **Schedule.** Artist will generally adhere to the schedule set forth in Exhibit "A-1", provided that City will grant reasonable extensions of time for the performance of the Services occasioned by unusually lengthy governmental reviews of Artist's work product or other unavoidable delays occasioned by unforeseen circumstances.
- 6) **Compensation.** The total compensation payable by City to Artist for the Services shall be the sum of \$ ("not-to-exceed amount"). This not to exceed amount is intended to be Artist's only compensation for the Services and is inclusive of all costs of labor, licensing, permitting, travel expenses, overhead and administrative costs, and any-and-all other costs, expenses, and charges incurred by Artist, its agents, and employees to produce and provide the Artwork.

City agrees to pay Artist in the following installments: [insert # of installments and triggers for each installment when due]

Artist agrees that City has no obligations regarding commissions or any agreements with galleries or agents with whom Artist may have contracted. City is not responsible for paying sales tax.

- 7) **Status of Artist.** Artist will perform the Services in Artist's own way and pursuant to this Agreement as an independent contractor and in pursuit of Artist's independent calling, and not as an employee of City. The persons used by Artist to provide the Services under this Agreement will not be considered employees of City for any purposes.

The compensation made to Artist pursuant to the Agreement will be the full and complete compensation to which Artist is entitled. City will not make any federal or state tax withholdings on behalf of Artist or her agents, employees or subcontractors. City will not pay any workers' compensation insurance, retirement contributions or unemployment contributions on behalf of Artist or her employees or subcontractors. Artist agrees to indemnify and pay City within thirty (30) days for any tax, retirement contribution, social security, overtime payment, unemployment payment or workers' compensation payment which City may be required to make on behalf of Artist or any agent, employee, or contractor of Artist for work done under this Agreement. At the City's election, City may deduct the amounts paid pursuant to this Section, from any balance owing to Artist.

- 8) **Hold Harmless and Indemnity.** Artist will hold harmless, defend and indemnify City, its officers, agents, volunteers and employees from and against any and all claims, demands, costs or liability including attorney fees arising out of or in any way connected with the performance of this Agreement, caused in whole or in part by any act or omission of the

Artist, any of her subcontractors, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except to the extent caused by the active negligence, sole negligence, or willful misconduct of City.

- 9) **Insurance.** Artist shall procure and maintain insurance during the term of this Agreement in the amounts and under the terms set forth in Exhibit "B" against claims that may arise from or in connection with this Agreement and performance of the Services. Upon reasonable written notice, Consultant shall comply with any changes in the amounts and terms of insurance as may be required from time-to-time by City's Risk Manager.
- 10) **Business License.** Artist will obtain and maintain a City of Livermore Business License for the term of the Agreement, as it may be amended from time-to-time.
- 11) **Ownership of Artwork.** Upon completion of the Services hereunder, and following delivery of the Artwork by the Artist, as well as full payment by the City, the City shall obtain ownership of the final Artwork and all associated deliverables required under Exhibit A-1.
- 12) **Copyrights; Artists' Moral Rights.**
 - a) *Copyright.* Subject to the restrictions and usage rights and licenses granted to City hereunder, and unless otherwise agreed to by the parties in writing, Artist shall retain all 17 U.S.C. § 106 copyrights in all original works of authorship produced under this Agreement. If Artist is comprised of two or more individual persons, the individual persons shall be deemed joint authors of the Artwork.
 - b) *Artists' Moral Rights.* Except as provided in this Agreement, with respect to third parties who are not officers, employees, agents, successors or assigns of City, Artist retains Artist's moral rights in the work, as established in the Visual Artists Rights Act (17 U.S.C. §§106A and 113(d)), the California Art Preservation Act (Cal. Civil Code §§987 and 989), or any other local, state, federal or international moral rights laws that protect the integrity of works of art. Accordingly, nothing herein shall prevent Artist from pursuing a claim against a third party who is not an officer, employee, agent, successor or assign of City for modification of the work. City has no obligation to pursue claims against third parties to remedy or prevent modification of the work. However, as owner of the Artwork, City may pursue claims against third parties for damages or to restore the work if the work has been modified without City's authorization.
- 13) **City's Intellectual Property License.** Artist hereby grants to City, and City's agents, authorized Artists, and assignees an unlimited and irrevocable license to do the following with respect to the Artwork:
 - a) *Use and Display:* City may use and display the Artwork as outlined in this Agreement.
 - b) *Modification:* City intends to make its best efforts to display the work at the project site as originally created by Artist and to maintain the work in good condition. However, City must preserve complete flexibility to operate and manage City properties. Therefore,

subject to its obligation to make good-faith efforts to consult with Artist as set forth below, City retains the absolute right to alter, repair, modify, remove, relocate, sell, dispose of, or destroy (collectively, "Modify") the work in its sole judgment. For example, City may modify the work to eliminate hazards, to comply with the ADA, to otherwise aid in the management of its property and affairs, or to rectify conditions caused by neglect, sabotage, or accident. If, during or after the term of this Agreement, City finds the project site to be inappropriate, City has the right to install the work at an alternate location that it chooses in its sole reasonable discretion.

Where time permits, prior to Modifying the work, City shall make reasonable good faith efforts to notify and consult with Artist, at the last phone number or address provided by Artist to the City, and to come to a mutually agreeable plan for disposition of the work. Such consultation shall be without charge by Artist unless otherwise specifically agreed in writing. If the work is modified and City intends to maintain the work on display, City shall make a reasonable good faith effort to engage Artist in the restoration of the work and to compensate Artist for Artist's time and efforts at fair market value, which may be the subject of a future Agreement between Artist and City. However, City has no obligation under this Agreement to restore the work or to compensate Artist for any restoration work. If City Modifies the work without Artist's consent in a manner that is prejudicial to Artist's reputation, Artist retains the right to disclaim authorship of the work in accordance with California Civil Code §987(d) and 17 U.S.C. §106A(a)(2).

- c) *Reproduction and Distribution*: City may make, display, and distribute, and authorize the making, display, and distribution of photographs and other reproductions of the Artwork. City may use such reproductions for any City-related purpose, including advertising, educational and promotional materials, brochures, books, flyers, postcards, print, broadcast, film, electronic, and multimedia publicity. City shall ensure that such reproductions are made in a professional and tasteful manner, in its sole and reasonable judgment. City shall make reasonable efforts to ensure such reproductions include the following credit line and copyright notice where practicable: ["Title of Artwork" © (Year of completion) by (Artist's Name or Other Copyright Holder's Name).] Failure to include such credit line and notice in any reproductions shall not constitute a breach of this Agreement. The City may not license or sublicense its rights for any private or commercial purpose. This license granted hereunder does not include the right to sell photographs or reproductions of the Artwork or to authorize the sale of such photographs or reproductions.
- d) *Publicity*: City shall have the right to use Artist's name, likeness, and biographical information in connection with the Artwork; City shall have an exclusive and irrevocable right in such trademark, service mark, or trade dress.
- e) *Third Party Infringement*: City is not responsible for any third party infringement of Artist's copyright or for protecting Artist's intellectual property rights.
- f) *VARA Waiver*: With respect to the Artwork produced under this Agreement, except as otherwise set forth herein, Artist waives any and all claims, arising at any time and under

any circumstances, against City its officers, agents, employees, successors and assigns, arising under the federal Visual Artists Rights Act (17 U.S.C. §§106A and 113(d)), the California Art Preservation Act (Cal. Civil Code §§987 et seq.), and any other local, state, federal or international laws that convey rights of the same nature as those conveyed under 17 U.S.C. §106A, Cal. Civil Code §§987 et seq., or any other type of moral right protecting the integrity of works of art. If the work is incorporated into a building such that the work cannot be removed from the building without physical defacement, mutilation, alteration, distortion, destruction, or other modification (collectively, "Modification") of the work, Artist waives any and all such claims against any future owners of the Site, and its agents, officers and employees, for Modification of the work.

- 14) **Notice.** Any notices relating to this Agreement shall be given in writing and shall be deemed sufficiently given and served for all purposes when delivered personally, by facsimile or by generally recognized overnight courier service, or five (5) days after deposit in the United States mail, certified or registered, return receipt requested, with postage prepaid, addressed as follows:

TO CITY:
Attention:
City of Livermore
1052 S Livermore Avenue
Livermore, California 94550

TO ARTIST:
Attention:

Either Party may change its address for purposes of this section by giving the other Party written notice of the new address in the manner set forth above.

- 15) **General Compliance with Laws.** Artist will keep fully informed of federal, state and local laws and ordinances and regulations, which in any manner affect those employed by Artist, or in any way affect the performance of the Services by Artist. Artist will at all times observe and comply with these laws, ordinances, and regulations and will be responsible for the compliance of the Services with all applicable laws, ordinances and regulations.
- 16) **Termination.** In the event of the Artist's failure to deliver or perform the Services, City may terminate this Agreement for nonperformance by notifying Artist in writing pursuant to the notice provisions of this Agreement. Artist has five (5) business days to deliver any documents owned by City and all work in progress to City address contained in this Agreement. City will make a determination of fact based upon the work product delivered to City and of the percentage of work that Artist has performed which is usable and of worth to City in having the Agreement completed. Based upon that finding City will determine the final payment of the Agreement. In the event City elects to terminate, City will have the right to immediate possession of all work product and work in progress prepared by Artist for the Artwork, whether located at the project site, at Artist's place of business, or at the offices of a subcontractor.

Either Party, upon tendering thirty (30) calendar days written notice to the other Party, may terminate this Agreement for convenience. In this event and upon request of City, Artist will assemble the work product without charge and put it in order for proper filing and closing and deliver it to City. Artist will be paid for work performed to the termination date; however, the total will not exceed the lump sum fee payable under this Agreement. City will make the final determination as to the portions of tasks completed and the compensation to be made.

- 17) **Jurisdiction, Venue and Governing Law.** Any action at law or in equity brought by either of the Parties for the purpose of enforcing a right or rights provided for by this Agreement will be tried in a court of competent jurisdiction in the County of Alameda, State of California, and the Parties waive all provisions of law providing for a change of venue in these proceedings to any other county. This agreement will be governed by the laws of the State of California.
- 18) **Waivers.** The waiver by either Party of any breach or violation of any term, covenant, or condition of this Agreement or of any applicable law will not be deemed to be a waiver of such term, covenant, condition or law or of any subsequent breach or violation of same or of any other term, covenant, condition or law. The acceptance by either Party of any fee or other payment which may become due under this Agreement will not be deemed to be a waiver of any preceding breach or violation by the other Party of any term, covenant, or condition of this Agreement or any applicable law.
- 19) **Entire Agreement.** This Agreement, together with any other written document referred to or contemplated by it embody the entire Agreement and understanding between the parties relating to the subject matter of it. The City Manager is authorized, in consultation with the City Attorney, to agree to non-material amendments to this Agreement. Neither this Agreement nor any of its provisions may be amended, modified, waived or discharged except in a writing signed by both parties.
- 20) **Authority.** The individuals executing this Agreement and the instruments referenced in it on behalf of Artist each represent and warrant that they have the legal power, right and actual authority to bind Artist to the terms and conditions of this Agreement.

*****Signatures and Attachment List on the Next Page*****

EXHIBIT A

In concurrence and witness whereof, and in recognition of the mutual consideration provided therefore, the parties have executed this Agreement, effective on the date first written above.

ARTIST:

Dated:

By:
Title:

CITY OF LIVERMORE:

Dated:

Marianna Burch
City Manager

APPROVED AS TO FORM:

Assistant/City Attorney

Attachments:

- Exhibit A – Original Proposal
- Exhibit A-1 – Scope of Services
- Exhibit B – Insurance Requirements

EXHIBIT "A-1"

SAMPLE SCOPE OF SERVICES

- Artist will coordinate with City staff, property owner, etc. regarding necessary preparations that are needed for the wall/foundation in order to paint/install the proposed mural/artwork.
- Artist will prepare wall surface as determined through coordination meeting
- Artist will provide all equipment necessary for the completion of the project including, but not limited to, .
- Artist will [provide artwork] that is [describe with particularity, including dimensions] at [location of artwork]
- The project is to be consistent with the approved design as reviewed and approved by the Commission for the Arts at the [insert date] meeting and City Council on [insert date] and City Council on [insert date], including the agreed upon recommendations from the subcommittee, including the following:
 -
 -
- The site shall be kept in a clean manner so as to not impede [list any concern for impediment] adjacent to [location where artwork being performed].
- Artist will be responsible for all cleanup of the site after the project is complete including the removal of equipment and supplies.
- Artist will subcontract with the following contractors or agencies:
 - ○ [Company name: Address/Contact name/phone/ email Assigned Task:]

EXHIBIT B

INSURANCE REQUIREMENTS

Minimum Scope and Limits of Insurance

Consultant/Contractor shall maintain limits no less than:

1. Commercial General Liability, including operations, products and completed operations, as applicable:
\$1,000,000/\$2,000,000 aggregate per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability or other form of insurance with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability:
\$1,000,000 per accident for bodily injury and property damage.
3. Workers' Compensation and Employer's Liability:
Statutory limits as required by the State of California including **\$1,000,000** Employers' Liability per accident, per employee for bodily injury or disease. A waiver of subrogation is required for Workers' Compensation insurance. If Consultant/Contractor is a sole proprietor, then they must sign "Contractor Release of Liability".

Deductibles and Self-Insured Retention

All self-insured retentions (SIR) must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any self-insured retention (SIR) provision shall provide, or be endorsed to provide, that the SIR may be satisfied by either the named insured or the City of Livermore. The City of Livermore reserves the right to obtain a full certified copy of any insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of no less than A: VII and accepted to do business in the State of California, unless otherwise acceptable to the City of Livermore.

Other Insurance Provisions

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The City of Livermore, its officers, officials, employees, and designated volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the Consultant/Contractor; or automobiles owned, leased, hired or borrowed by the Consultant/Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City of Livermore, its officers, officials, employees, or volunteers.
2. The limits of insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess insurance. The additional

insured coverage under the Consultant's/Contractor's policy shall be primary and non-contributory and will not seek contribution from the City's insurance or self-insurance and shall be at least as broad as ISO Form CG 20 10 04 13. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the City of Livermore before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

3. Any failure to comply with reporting or other provisions of the policy, including breaches of warranties, shall not affect coverage provided to the City of Livermore, its officers, officials, employees, or volunteers.
4. The Consultant's/Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party before expiration of the policy unless notice is delivered in accordance with policy provisions.
6. It shall be a requirement under this agreement that any available insurance proceeds broader than, or in excess of, the specified minimum insurance coverage requirements and/or limits shall be available to the additional insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named Insured; whichever is greater.
7. Certificate Holder section of the insurance certificate should read: City of Livermore, 1052 S. Livermore Avenue, Livermore, CA 94550

Verification of Coverage

Consultant/Contractor shall furnish certificates of insurance and endorsement(s) effecting coverage to the City of Livermore for approval. The endorsements shall be on forms acceptable to the City of Livermore. All certificates and endorsements are to be received and approved by the City of Livermore before work commences. The City of Livermore reserves the right to require complete and certified copies of all insurance policies required by this Agreement.



EXHIBIT C

