



# Call for Artists

## Utility Box Mural Project

**Date Issued:  
April 20, 2015**

**Application Deadline:**

**May 29, 2015  
4:00 p.m.**



The City of Brentwood and the Arts Commission invite artists to participate in the City's second Utility Box Mural Project.

The City and the Commission are seeking artists to showcase their work on eleven (11) utility boxes located throughout Brentwood. The goal of the project is to reflect the natural beauty of the surrounding area and/or enhance the surrounding environment. Utility boxes should reflect a youthful, playful, active, recreational theme.

Apply by submitting your application packet to the City of Brentwood, Parks and Recreation Department 35 Oak Street, Brentwood, CA 94513 Attn: Poldina Scherff, Recreation Manager

Applications will not be accepted after the deadline.

***Please read this Call for Artists in its entirety before compiling and submitting your application packet.***

### **ARTIST ELIGIBILITY**

This Call for Artists is open to all adult and student practicing artists. The Call is also open to Art Teachers that are interested in mentoring a group of students. All entries must be an original design and artwork of the entrant and must be suitable for viewing by all ages.

## DESCRIPTION AND LOCATION OF UTILITY BOXES

The City's Utility Boxes vary in size, but typically they are 4 feet 7 inches tall; 3 feet 2.5 inches wide; and 2 feet 2 inches deep. The boxes are currently grey and/or silver and may require several sequential applications of acrylic paint to complete the project. The artist is responsible for sanding, priming, and painting with acrylics and/or installing vinyl wrap on the utility box. City will finish the boxes with anti-graffiti clear coat. The boxes are visible to pedestrian, automobile, and other passing traffic.

Eleven (11) utility box locations have been chosen ([see attached photos of boxes](#)) for this project as follows:

1. Fairview Avenue and Balfour Road (SE corner)
2. Sand Creek Road and Fairview Avenue
3. O'Hara Avenue and Sand Creek Road (NW corner)
4. Garin Parkway and Sand Creek Road (near Mary Casey Black Elementary School)
5. Garin Parkway and Sunset Road (entrance to Sunset Park Athletic Complex)
6. Walnut Boulevard and Balfour Road (NW corner)
7. Minnesota Avenue and Carmel Parkway (entrance)
8. Central Boulevard and Palmilla Drive (entrance)
9. Sand Creek Road and Shady Willow Lane (SE corner)
10. Shady Willow Lane and Empire Avenue (NW corner)
11. Shady Willow Lane and Grant Street (NW corner near Pioneer Elementary School)

## ARTWORK OPPORTUNITY

The proposed Utility Box Mural art must be acrylic paint and/or vinyl wrap and cover all four sides and the top of the box.

The art should reflect the natural beauty of the surrounding area and/or enhance the surrounding environment. The art may reflect a youthful, playful, active, and/or recreational theme. **Artists can submit more than one concept for the same location.** The art cannot restrict any vents or airflow through the boxes. City staff must be able to fully access the components inside the box at all times. Artists are responsible for prepping and painting/vinyl wrapping the utility box. An anti-graffiti clear coat will be applied and provided by the City to protect the art upon completion.

The installation of the work must be completed between August 1 and October 31, 2015.

The artist cannot begin the installation on the selected utility box until all liability and contract forms are completed and submitted to the City. If you are under the age of 18, a parent or guardian is required to sign all forms. The art may include the name of the artists (no larger than a 3" x 5" space).

Entries that use a copyrighted or trademarked image will not be accepted. In addition, the art must not be plagiarized, stolen, or copied from any other source. Entries must not defame or invade the rights of any person, living or dead. The artwork is a long-term installation and will become the property of the City of Brentwood.

## APPLICATION PACKET

All requirements listed below must be met or the application packet will be removed from consideration:

- Submit a cover sheet with your name, mailing address, home and/or cell phone number, email address and website (if applicable).
- A concept drawing that shows the front, back and sides of the utility box must be included.
- If interested, the artist can select the location of the box they would like to paint. The Commission will accept up to 11 location choices. Please rank the specific location with #1 being the most desired, #2 being the next, and so forth.
- A brief statement included with the drawing of how it relates to the location. How does the artist believe the art will transform the street and/or enliven the area?

- A résumé that includes exhibition history, past projects, or a brief description of cooperative, community-based projects (not to exceed four pages). If you are a student, a letter of recommendation from an art teacher will be accepted in lieu of a résumé.
- A minimum of 3 examples of previous work including a brief description.
- Submit your application by mail or hand-deliver to:
  - City of Brentwood
  - Parks and Recreation Department
  - Attn: Poldina Scherff, Recreation Manager
  - 35 Oak Street
  - Brentwood, CA 94513

### **ARTIST SELECTION PROCESS**

The selection will consist of the members of Arts Commission who will review the applications on June 17, 2015 at a workshop prior to the regularly scheduled Commission meeting in the City Council Chambers beginning at 7:00 p.m. **Please note this is an open meeting and the public is invited to attend.**

The Arts Commissioners will review the proposals and narrow the finalists down to between two and eleven artists with a recommendation returning to City Council to approve the finalists. City Council is the final decision making body for this process. Upon City Council approval, artist(s) will then enter into an agreement with the City, and the City will compensate the artist in the amount of \$800 per box and provide a timeline for completion. **(Sample Agreement for Artist Services is attached for reference.)**

### **SELECTION CRITERIA**

The Commission will consider the following when making the selection for the Utility Box Mural Project:

- ◆ Artistic excellence, innovation, and originality.
- ◆ Does the art meet the goals of the project and reflect a youthful, playful active, and/or recreational theme?
- ◆ Does the art reflect the natural beauty of the surrounding area and/or enhance the surrounding environment?

### **GENERAL TERMS AND CONDITIONS**

The City of Brentwood, upon recommendation from the Arts Commission, reserves the right to supplement, amend or otherwise modify this solicitation and to request additional or supplemental information or proposals from any or all participating artists. In addition, the City of Brentwood reserves the right to pre-screen, accept, or reject, at any time prior to the commissioning of the work, any or all proposals or any part thereof submitted in connection with this solicitation, to waive any defect or technicality, and to advertise for new proposals where the acceptance, rejection, waiver or advertisement would be in the best interest of the City of Brentwood.

### **FOR MORE INFORMATION AND/OR QUESTIONS, PLEASE CONTACT:**

Poldina Scherff, Recreation Manager, City of Brentwood, Parks and Recreation Department, 35 Oak Street, Brentwood, CA 94513 (925) 516-5364 Email: [pscherff@brentwoodca.gov](mailto:pscherff@brentwoodca.gov)



A. Fairview Avenue & Balfour Road  
(SE Corner) 44" W x 51.5"H x 27.5"D



B. Sand Creek Road & Fairview Avenue  
44" W x 51.5"H x 27.5"D



C. O'Hara Avenue & Sand Creek Road  
(NW Corner) 44" W x 51.5"H x 27.5"D



D. Garin Parkway & Sand Creek Road  
(near Mary Casey Black Elementary  
School)



E. Garin Parkway & Sunset Road  
(entrance to Sunset Park Athletic Complex)  
44" W x 51.5"H x 27.5"D



F. Walnut Blvd. & Balfour Road  
(NW corner). Front Box 10"D x  
20"W x 44"H 24"D x 32.5"W x



G. Minnesota Avenue & Carmel Parkway  
44" W x 51.5"H x 27.5"D



H. Central Boulevard & Palmilla  
44" W x 51.5"H x 27.5"D



I. Sand Creek Road & Shady Willow Lane  
(SE corner) 44" W x 51.5"H x 27.5"D



J. Shady Willow Lane & Empire Avenue  
(NW corner)  
44" W x 51.5"H x 27.5"D



K. Shady Willow Lane & Grant Street  
(NW corner near Pioneer Elementary School)  
44" W x 51.5"H x 27.5"D

**AGREEMENT FOR ARTIST SERVICES  
(Blank)**

THIS AGREEMENT is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2015, by and between the City of Brentwood, a municipal corporation of the State of California ("City"), and \_\_\_\_\_, a sole proprietor ("Artist") (each a "Party" and collectively, the "Parties").

**RECITALS**

City requires the services of an artist that is experienced in public art. Artist has the necessary experience in providing services, has submitted a proposal to City and has affirmed their willingness and ability to perform such work. Artist will apply painted or vinyl wrapped art for the utility box(es) in the City.

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

1. Scope of Work. City retains Artist to perform, and Artist agrees to render, those services (the "Services") that are defined in Exhibit "A," attached and incorporated by this reference in accordance with the terms and conditions set forth in this Agreement.
2. Term. Unless earlier terminated, this Agreement will be effective through October 31, 2015.
3. Compensation. The total fee payable for the Services to be performed will be a not to exceed amount of eight dollars (\$800). Payment will be made pursuant to Exhibit "A." No other compensation for the Services will be allowed except for items covered by subsequent amendments to this Agreement.
4. Status of Artist. Artist will perform the Services as an independent contractor and in pursuit of Artist's independent calling, and not as an employee of City. Artist will be under the control of City only as to the results to be accomplished.
5. Indemnification. 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, arising out of the operations or activities of the Artist, any of its 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.
6. Insurance. Artist will furnish a copy of automobile liability insurance to City prior to City's execution of this Agreement. The insurance will be in force during the life of this Agreement and will not be canceled without thirty (30) days prior written notice to the City by certified mail.
7. Compliance With Laws. Artist will comply with all applicable local, state and federal laws and regulations including, but not limited to, those prohibiting discrimination and harassment.

8. Ownership Rights.

A Copyrights.

1) Artist shall retain all copyrights in and to any work(s) created under this Agreement, provided that Artist hereby grant to City an irrevocable license to graphically depict the work for any non-commercial purpose whatsoever. For the purposes of this limitation, the graphic depiction of the work(s) on materials designed to promote City shall be deemed to be a non-commercial use. City shall not be responsible for any third party infringement of Artist's copyright.

2) If, for any reason, the approved design is not implemented, all rights to the proposed work shall be retained by Artist.

3) Artist agrees that all work performed under this Agreement shall comply with all applicable patent, trademark and copyright laws, rules, regulations and codes of the State of California and the United States. Artist hereby represents and warrants that the work does not, and Artist has not and will not, utilize any photographs, patent, trademark or copyright in performance under this Agreement unless and until Artist has obtained proper permission and all releases and other necessary documents. If Artist specifies any material, equipment, process or procedure which is protected, Artist shall disclose such patents, trademarks and copyrights in the construction drawings and technical specifications, such listing to be appended to this Agreement and shall be incorporated by this reference.

4) Artist agrees to release, indemnify, defend and save harmless City, its officers and employees from any and all claims, damages, suits, costs, expenses, liabilities, actions or proceedings of any kind resulting from the performance under this Agreement which infringes upon any patent, trademark or copyright or other right protected by law.

5) The City will retain ownership of the utility box and the associated artwork.

9. Termination. City or Artist may terminate this Agreement at any time after a discussion and written notice to the other Party, which such termination effective immediately. City will pay Artist's costs for Services completed up to the time of termination, if the Services have been completed in accordance with the Agreement.

10. Notices. 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:

For City:

City of Brentwood  
150 City Park Way  
Brentwood, CA 94513  
Phone No. (925) 516-5444  
Facsimile No. (925) 516-5447  
Attn: Poldina Scherff

For Artist:

Name  
Address  
City, CA Zip  
Phone No.:  
Cell Phone No.:

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.

11. Venue and Jurisdiction. Artist agrees and stipulates that the proper venue and jurisdiction for resolution of any disputes between the Parties arising out of this Agreement is the Superior Court, Contra Costa County, California.

12. Assignment. Artist may not assign this Agreement or any part of it, or any monies due or to become due under it, without the prior written consent of City.

13. Amendments. This Agreement may be amended by mutual consent of City and Artist. Any amendment will be in writing, signed by both Parties.

14. 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.

ARTIST:

CITY:

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

By: \_\_\_\_\_  
Bruce Mulder, Director Parks and Recreation

ATTEST:

By: \_\_\_\_\_  
Margaret Wimberly, City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Damien Brower, City Attorney

**SAMPLE ONLY**

**EXHIBIT A**

**Scope of Work**

1. Artist is hereby contracted to provide artwork at the following utility box location(s);
  - a.
  - b.
2. Artist is to install artwork as per the drawing(s) approved by City Council and attached hereto as Attachment 1. No deviations from the approved drawing(s) will be allowed.
3. Artist is responsible for sanding, priming, and painting with acrylics and/or vinyl wrapping the utility box(es). The artwork must cover all four sides and the top of the utility box(es).
4. Artist will not restrict any vents or airflow through the box(es). City staff must be able to fully access the components inside the box(es) at all times.
5. The installation of the work must be completed between August 1 and October 31, 2015.
6. City will provide payment to Artist 30 days after the services are complete.

**SAMPLE ONLY**