



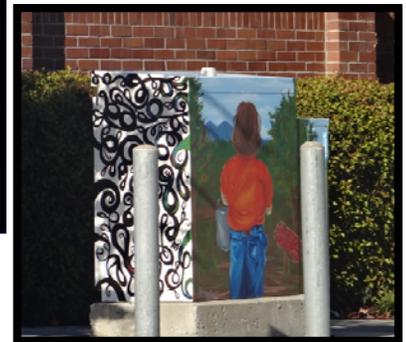
Open Call for Artists

Utility Box Mural Project

**Date Issued:
June 21, 2016**

Application Deadline:

**July 29, 2016
4:00 p.m.**



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

The City and the Commission are seeking artists to showcase their work on nine (9) 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 will reflect a youthful, playful, active, recreational theme.

Apply by submitting your application 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 Open Call for Artists in its entirety before completing the application.

ARTIST ELIGIBILITY

This Open Call for Artists is intended for 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. Some boxes also have bollards and these can be included with the design of the utility box. The artist is responsible for sanding, priming, and painting with acrylics and/or vinyl wrap the utility box and bollards if applicable. City will finish the boxes and bollards with anti-graffiti clear coat. The boxes are visible to pedestrian, automobile, and other passing traffic.

Nine (9) utility box locations have been chosen (see attached photos of boxes and bollards if applicable) for this project as follows:

1. Central Boulevard and Palmilla Drive (Bollards)
2. Shady Willow Lane and Empire Avenue (NW corner) (Bollards)
3. Brentwood Boulevard and Applewood Court
4. Brentwood Boulevard and Balfour Road
5. Brentwood Boulevard and Sand Creek Road
6. Brentwood Boulevard and Technology Way
7. Vineyards Parkway and Fairview Avenue (Bollards)
8. Brentwood Boulevard and Nancy Street
9. Lone Tree Way and Adams Lane (Bollards)

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. Artist can choose to include and/or exclude the bollards in applicable location as part of the project.

The art will 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 from September 1 through November 18, 2016.

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

All requirements listed below must be met or the application 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 and bollards (if applicable) must be included in the application.
- If interested, the artist can select the location of the utility box they would like to paint. The Commission will accept up to 9 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 (do not exceed two 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 panel will consist of the members of Arts Commission who will review the applications on August 17, 2016 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 nine 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/or \$900 per box with bollards included in art project 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



A. Central Boulevard & Palmilla Drive
44" W x 51.5" H x 27.5" D (Bollards)



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



C. Brentwood Boulevard & Applewood
Court 24" D x 32.5" W x 63.5" H



D. Brentwood Boulevard & Balfour Road
24" D x 32.5" W x 63.5" H



E. Brentwood Boulevard & Sand Creek Road 24”D x 32.5”W x 63.5”H



F. Brentwood Boulevard & Technology Way 24”D x 32.5”W x 63.5”H



G. Vineyards Parkway & Fairview Avenue 44” W x 51.5”H x 27.5”D (Bollards)



H. Brentwood Boulevard & Nancy Street 24”D x 32.5”W x 63.5”H



I. Lone Tree Way & Adams Lane
44" W x 51.5" H x 27.5" D (Bollards)

**AGREEMENT FOR ARTIST SERVICES
(Blank)**

THIS AGREEMENT is made and entered into as of the ____ day of _____, 2016, 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 these professional services, has submitted a proposal to City and has affirmed its willingness and ability to perform such work. Artist will apply painted or vinyl wrapped art for the utility box(es) including and/or excluding bollards 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 November 18, 2016.
3. Compensation. The total fee payable for the Services to be performed will be a not to exceed amount of eight hundred dollars (\$800) without bollards and nine hundred dollars (\$900) with bollards. 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. City reserves the right to withhold a ten percent (10%) retention until City has accepted the work and/or the Services specified in Exhibit "A."
4. Status of Artist. Artist will perform the Services as an independent Artist 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, caused in whole or in part by any act or omission 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 and will obtain and maintain a City of Brentwood Business License for the term of this Agreement.

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.

B. Artists Moral Rights; City Ownership Rights.

1) City retains ownership of the utility box and of the associated artwork and retains the absolute right to alter, repair, modify, remove, relocate, sell, dispose of, or destroy (collectively, "Modify") the work produced under this Agreement in its sole judgment.

2) With respect to the work, except as otherwise set forth herein, Artist waives any and all claims against City its officers, agents, employees, successors and assigns, arising under the federal Visual Artists Rights Act, the California Art Preservation Act, and/or any other similar local, state, federal or international laws.

3) Where time permits, prior to Modifying the work City shall make reasonable good faith efforts to notify and consult with Artist and to come to a mutually agreeable plan for disposition of the work. However, City has no obligation to restore the work or to compensate Artist for any restoration work.

4) 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, the California Art Preservation Act, and/or any other local, state, federal or international laws that protect the integrity of works of art. Accordingly, nothing 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 such claims, but may do so for damages or to restore the work if the work has been Modified without City's authorization.

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) _____
Facsimile No. (925) _____
Attn: _____

For Artist:

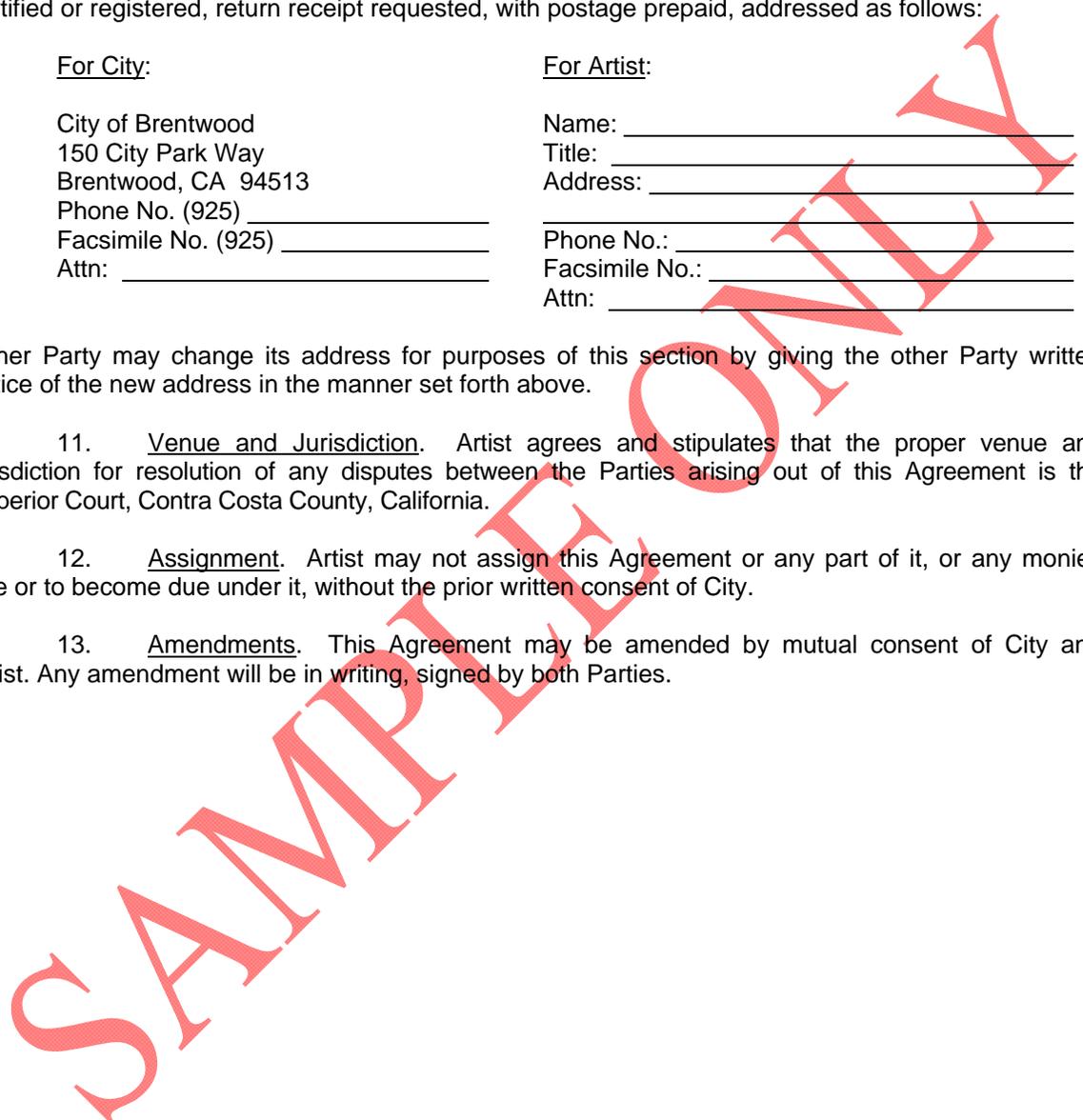
Name: _____
Title: _____
Address: _____
Phone No.: _____
Facsimile No.: _____
Attn: _____

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: _____

By: _____
Bruce Mulder, Dir. of Parks and Recreation

Printed Name: _____

Title: _____

ATTEST:

By: _____
Margaret Wimberly, City Clerk

APPROVED AS TO FORM:

By: _____
Damien Brower, City Attorney

SAMPLE ONLY