

## **ITEM 9.A.**

### **MOORPARK CITY COUNCIL AGENDA REPORT**

**TO:** Honorable City Council

**FROM:** Hugh R. Riley, Assistant City Manager 

**DATE:** August 23, 2013 (CC Meeting of (9/4/13))

**SUBJECT:** Consider Selecting Anne Mudge as the Artist for the Art in Public Places Project at the Arroyo Vista Recreation Center

#### **BACKGROUND & DISCUSSION**

In May 2005 the City Council adopted City Ordinance 321 to require certain development projects to provide public art. Ordinance 321 also created an Art in Public Places Fund where fees are deposited, maintained, and used solely for the City's Art in Public Places Program. In 2011 the City of Moorpark, Mission Statement, Priorities, Goals and Objectives included two objectives relating to art in public places: 1) Development of a policy that new facilities and buildings which are City funded shall include public art in the same manner as private projects; and 2) Consider items of public art for the Police Services Center, Arroyo Vista Recreation Center, High Street Post Office and Train Station.

On February 5, 2013, during a special meeting, the Moorpark Arts Commission discussed these and other objectives relating to public art and directed staff to begin the process for the selection of artists to develop artworks at the Arroyo Vista Recreation Center and along High Street with possible emphasis on the Metrolink Rail Station.

Based on the experience gained from the public art project at the Ruben Castro Human Services Center, staff recommended that the City Council authorize a Not-to-Exceed Budget of \$150,000 for this project. This appropriation has been included in the 2013-2014 F.Y. Operating Budget.

On April 10, 2013, the City Council approved the issuance of a Request for Qualifications (RFQ) and authorized a proposal review process as outlined in the April 17, 2013 Agenda Report (**Attachment 1**) for a Public Art Project at the Arroyo Vista Recreation Center. The RFQ required interested artists to submit their proposals to the City of Moorpark by May 17, 2013.

Artists responding to the RFQ were:

- Siauciunaite Virga
- John Fisher
- Anne Mudge
- Gordon Heuther

- Riis C. Burwell
- Mark Grieve

The Moorpark Arts Commission met on June 11, 2013 to review the responses and identify three artists to continue with the selection process. The artists identified were Gordon Heuther, Anne Mudge and Mark Grieve. On July 29, 2013, the Arts Commission interviewed each of these artists and discussed their ideas for the project. Resumes for these Artist's and illustrations of the style and medium for their work are attached. **(Attachment 2)**

As a result of the July 29 interviews, Anne Mudge was invited to a follow-up meeting at the Arroyo Vista Recreation Center on August 20, 2013. Mudge's concept for the project involves various images of plants and animals indigenous to the Arroyo Simi Area that borders Arroyo Vista Park using Lithomosaic saw-cut into existing sidewalks at the Recreation Center **(Attachment 3)**.

Based on the concepts presented by Mudge and her overall vision for the project, the Commission is recommending that the City Council approve her selection as the project artist and authorize staff to negotiate a an Agreement for Artistic Design containing the contract provisions approved by the City Attorney and included in the City Council-approved RFQ. **(Attachment 4)** and a project budget.

### **FISCAL IMPACT**

On April 3, the City Council adopted Resolution 2013-3171 which appropriated \$10,000 to Special Professional Services and \$10,000 for legal service; for a total of \$20,000 for Fiscal Year 2012-2013. Legal expenses of \$943 were incurred for review of the RFQ and Agreement for Artistic Design Services prior to June 30, 2013. The approved 2013-2014 Capital Improvement Budget includes \$150,000 funded from the City's Art in Public Places Fund which has a current balance of approximately \$1.7 million.

### **STAFF RECOMMENDATION**

Approve the selection of Anne Mudge as the Artist for the Public Art Project at the Arroyo Vista Recreation Center and authorize staff to Negotiate an Agreement for Artistic Design Services with Mudge. Staff will present the Agreement to the City Council for Final Approval.

### **ATTACHMENTS**

1. April 10 City Council Agenda Report
2. Finalist Artists' Resumes
3. Concepts Presentation by Anne Mudge
4. Contract Provisions for Agreement for Artistic Design

**ITEM 9.B.**

**MOORPARK CITY COUNCIL  
AGENDA REPORT**

**TO:** Honorable City Council

**FROM:** Hugh R. Riley, Assistant City Manager 

**DATE:** April 10, 2013 (CC Meeting of 04/17/13)

**SUBJECT:** Consider Request for Qualifications for Public Art Projects at the Arroyo Vista Recreation Center

**BACKGROUND & DISCUSSION**

In May 2005 the City Council adopted City Ordinance No. 321 to require certain development projects to provide public art. Ordinance 321 also created an Art in Public Places Fund where fees are deposited, maintained, and used solely for the City's Art in Public Places Program. In 2011 the City of Moorpark, Mission Statement, Priorities, Goals and Objectives included two objectives relating to art in public places: 1) Development of a policy that new facilities and buildings which are City funded shall include public art in the same manner as private projects; and 2) Consider items of public art for the Police Services Center, Arroyo Vista Recreation Center, High Street Post Office and Train Station.

On February 5, 2013, during a special meeting, the Moorpark Arts Commission discussed these and other objectives relating to public art and directed staff to begin the process for the selection of artists to develop artworks at the Arroyo Vista Recreation Center and along High Street with possible emphasis on the Metro Link Rail Station. Because of the uncertainty of the final disposition of property on High Street both at the rail station and the Post Office, staff is recommending that projects involving High Street be deferred until the Successor Agency of the Redevelopment Agency of the City of Moorpark, has completed and obtained State of California approval of its Property Management Plan. This should occur in September or October 2013.

The staff and the Commission have developed the attached Request for Qualifications for the City Council's consideration. The overall design principles for the artwork, as recommended by the Arts Commission are:

- A theme relating to the specific location and its use or history is desirable, but the art is not necessarily limited to these concepts.
- The art style is not limited or designated and may be historical, traditional or contemporary.

- The art may be of mediums including, but not limited to metal, concrete, rock and/or paint.
- If mediums are proposed for statues, the recommended locations around the AVRC are shown in Appendix A.

The proposed timeline for the selection process is as follows:

April 18, 2013	RFQ released
May 17, 2013	Application deadline
May- June 2013	Shortlisting and recommendation by commission of one artist.
July 17, 2013 (or August 7, 21)	City Council Approval (Regular City Council Meeting)
August 2013	Agreement execution
September-October 2013	Design Concept
November 2013 – January 2014	Fabrication and installation phases (may be extended as approved)
March 2014	Completion

**FISCAL IMPACT**

The F.Y. 2012-2013 Operating Budget was amended on April 3 to include \$10,000 for this project location for preliminary administrative costs. The F.Y. 2013-2014 Operating Budget Recommendation includes \$150,000 for the project. Funding will be from the Art in Public Places Fund.

**STAFF RECOMMENDATION**

Approve Request for Qualifications and authorize proposal review process as contained in the agenda report.

ATTACHMENT: Request for Qualifications

## ANNE MUDGE | THE LAST STRAW

P.O.Box 333, Cardiff, CA 92007 | PH: (619) 887-5770 | Email: annemudge@sbcglobal.net | Http://www.annemudge.com

### Site Specific Public Art

2012

*'Littoral Drift'*, Seven suspended sculptures for the lobby of the Department of Planning and Development Services, San Diego County, County Operations Center, San Diego, California.

2010

*"Pacific Flyways"*, Curbside Seating for Lindbergh Field, Terminal One San Diego County Regional Airport Authority.

*Woven Wire Tapestry*, Dawson Avenue Senior Apartments, 4321 52nd Street, San Diego, California.

2005

*"Botanical Tracings"* and *"Universal Symbols"* at Aztec Green, *"Stepping Stones"* and *"TapRoots"* at the Trolley Station, San Diego State University Transit Center, San Diego Trolley Green Line, Metropolitan Transit System, San Diego, California. Awarded the 2007 "Grand Orchid," Orchids and Onions annual awards program, sponsored by the San Diego Architectural Foundation.

1999

*"North Park Golden Gate"*, North Park Gateway at University Avenue and Boundary Street, City of San Diego, San Diego, California.

1994

*"Heir Loom"*, site specific mixed media installation at California State University, San Marcos, for "inSITE94", sponsored by Installation Gallery, San Diego, CA.

### Selected Solo Exhibitions

2010 *Chance and Circumstance*, California Center for the Arts Museum, Escondido, California

2006 *Anne Mudge: Persistent Gestures*, University Art Gallery, San Diego State University, San Diego, California; catalogue

2004 *Cerca Series: Anne Mudge*, Museum of Contemporary Art San Diego, San Diego, California; brochure  
*Anne Mudge: Marginalia*, David Zapf Gallery, San Diego, California

2002 *Anne Mudge: TapRoots—Public and Private Projects*, David Zapf Gallery, San Diego, California

1998 *Anne Mudge: Slow Form*, Saddleback College Art Gallery, Saddleback College, Mission Viejo, California

1997 *Anne Mudge: Traces*, West Gallery, The Claremont Graduate School/Art, Claremont, California; catalogue

1995 *Anne Mudge: Sculpture*, Roy Boyd Gallery, Chicago, Illinois

- 1993 Anne Mudge: Synergy, Linda Moore Gallery, San Diego, California
- 1992 Analogues: Sculpture of Anne Mudge, Orange Coast College Fine Arts Gallery, Orange Coast College, Costa Mesa, California
- 1991 Anne Mudge: Indefinite Quantities and Other Sums, Boehm Gallery, Palomar College, San Marcos, California; brochure  
Recent Sculpture, Idyllwild School of Music and the Arts, Idyllwild, California  
Indefinite Quantities, Orange County Center for Contemporary Art, Santa Ana, California
- 1990 Sculpture, Photowest Gallery, San Diego, California

### **Selected Group Exhibitions**

- 2011 Selected Work, Luis de Jesus Los Angeles, Bergamot Station, Santa Monica, California
- 2009 Insight/Inside LA, José Drudis-Biada Art Gallery, Mount St. Mary's College, Los Angeles, California  
Homing In: An Exhibition of 50 San Diego Artists, Quint Contemporary Art, San Diego, California
- 2007 Looking Up, curated by Jennifer Garner and Cecily Cullen, Center for Visual Art, Metropolitan State College of Denver, Denver, Colorado
- 2006 Perspectives, Municipal Art Gallery, Barnsdall Art Park, Los Angeles, California  
Gallery Artists 2006, David Zapf Gallery, San Diego, California
- 2005 Summer Stock VII, David Zapf Gallery, San Diego, California
- 2004 Gallery Artists 2004, David Zapf Gallery, San Diego, California
- 2003 Gallery Artists 2003, David Zapf Gallery, San Diego, California
- 2002 I-5 Resurfacing: Four Decades of California Contemporary Art, San Diego Museum of Art, San Diego, California  
Drawing a Breath..., Southwestern College Art Gallery, Southwestern College, Chula Vista, California  
Inventing Agriculture: Crack Gardening, hybrid, San Diego, California; in collaboration with Diane Gage  
Girilla Art, Arts College International, San Diego, California  
Gallery Artists 2002, David Zapf Gallery, San Diego, California
- 2001 By Nature's Design, William D. Cannon Art Gallery, Carlsbad, California; catalogue  
Gallery Artists 2001, David Zapf Gallery, San Diego, California  
Common Thread: Uncommon Drawings by Women Artists, Flux Gallery, San Diego, California  
7 x 7: A Sculpture Show, Flux Gallery, San Diego, California  
Group Show, Roy Boyd Gallery, Chicago, Illinois
- 2000 ThreePlusThree, Oceanside Museum of Art, Oceanside, California; catalogue

- Grace in Space, College of the Canyons Art Department Gallery, College of the Canyons, Santa Clarita, California  
Gallery Artists 2000, David Zapf Gallery, San Diego, California
- 1999 Fluid Gestures, W. Keith and Janet Kellogg University Art Gallery, California State Polytechnic University, Pomona, California  
Group Show, Roy Boyd Gallery, Chicago, Illinois  
Gallery Artists '99, David Zapf Gallery, San Diego, California
- 1998 Gallery Artists '98, David Zapf Gallery, San Diego, California
- 1997 presence: eighteen area sculptors; University Art Gallery; University of California, San Diego; La Jolla, California; booklet  
Group Show, Roy Boyd Gallery, Chicago, Illinois  
New Work '97, Artspace, New Haven, Connecticut
- 1996 Group Show, Roy Boyd Gallery, Chicago, Illinois  
Something Old/Something New, faculty show, University of San Diego, California  
Recent Work, Linda Moore Gallery, San Diego, California
- 1995—1996 Common Ground: A Regional Exhibition, Museum of Contemporary Art, San Diego, California
- 1995 Return to Beauty, Delaware Center for Contemporary Arts, Wilmington, Delaware  
Nature re(CONTAINED), Irvine Fine Arts Center, Irvine, California; catalogue  
California in Three Dimensions, California Center for the Arts Museum, Escondido, California; catalogue
- 1994 inSITE94: A Binational Exhibition of Installation and Site-Specific Art, Installation Gallery, San Diego, California (Heir Loom at California State University, San Marcos); catalogue  
unSITEly, Linda Moore Gallery, San Diego, California  
On Site at the Gate '94, The Gate Gallery, Angels Gate Cultural Center for the Visual and Performing Arts, San Pedro, California
- 1993 The Space Between, José Drudis-Biada Art Gallery, Mount St. Mary's College, Los Angeles, California
- 1992 Ten Easy Pieces: Six New Gallery Artists, Linda Moore Gallery, San Diego, California
- 1991 Invitational Exhibition, San Diego Art Institute, San Diego, California
- 1990 Satellite Intelligence: New Art from Boston and San Diego, La Jolla Museum of Contemporary Art, La Jolla, California, and List Visual Arts Center, Massachusetts Institute of Technology, Cambridge, Massachusetts; catalogue  
Ancient Stillness/Ancient Silence, Biota Gallery, Los Angeles, California  
Art from Non-Traditional Materials, The Art Store Gallery, Newport Beach, California  
Mixed Media and Messages, Lang Art Gallery, Scripps College, Claremont, California

### **Public Collections**

Museum of Contemporary Art San Diego, La Jolla, California

## ANNE MUDGE | THE LAST STRAW

P.O.Box 333, Cardiff, CA 92007 | PH: (619) 887-5770 | Email: [annemudge@sbcglobal.net](mailto:annemudge@sbcglobal.net) | [Http://www.annemudge.com](http://www.annemudge.com)

---

### References

Gail M. Goldman  
Gail M. Goldman Associates  
Public Art Planning & Project Development  
7660 Fay Avenue, Suite H,  
PMB 330  
La Jolla, CA 92037  
(858) 490-9270  
Email: [gail@gmgassoc.com](mailto:gail@gmgassoc.com)

Jeff Redlitz, Project Manager  
Department of General Services  
County of San Diego  
1350 Front Street #4012 San Diego, CA 92101  
(619) 525-4487  
(858) 694-8834  
Email: [jeff.redlitz@sdcounty.ca.gov](mailto:jeff.redlitz@sdcounty.ca.gov)

Constance Y. White  
Art Program Manager  
San Diego International Airport  
POB 82776  
San Diego CA 92138-2776  
(619) 400-2891  
Email: [cywhite@san.org](mailto:cywhite@san.org)



**TITLE:** Pacific Flyways

**MEDIUM:** Concrete with hand-seeded beach pebbles, Lithocrete with recycled glass and shells, terrazzo seat tops.

**DIMENSIONS:** Each of two seating areas measures 18' in diameter; A total of 16 seating elements measure 18" high and either 18" in diameter or 30" in diameter. Project also includes way-finding elements saw-cut into surrounding hardscape at each of seven terminal entrances whose dimensions are variable. (Not shown.)

**LOCATION:** Terminal One at curbside, San Diego International Airport

**COMMISSIONED BY:** San Diego County Regional Airport Authority

**BUDGET:** \$175,000

**DATE COMPLETED:** 2010

**PROJECT MANAGER** Constance White, Art Program Manager, (619) 400-2891



TITLE: Pacific Flyways, detail

DESCRIPTION: As you encounter the site you can readily see the cast shadows of palm trees. What I began to imagine were shadows on the ground of things flying overhead - like birds – specifically species that inhabit the San Diego region.



TITLE: Pacific Flyways, detail of surrounding hardscape

DESCRIPTION: Project also includes way-finding elements saw-cut into surrounding hardscape at each of seven terminal entrances, whose dimensions are variable. Tidepool imagery was used for these areas.

# MARK GRIEVE

Fine Artist / Builder

2975 Sonoma Mtn. Rd., Petaluma, CA 94954

+ 1.415.850.3690 / markdgrieve@gmail.com / www.markgrieve.com

## Public Art Commissions

- 2014 City of Davis/UC Davis, Third Street Improvement Project, Davis, CA (upcoming)
- 2013 "Archways," City of Santa Clarita, Santa Clarita, CA (upcoming)
- 2013 Myriad Botanical Gardens, Oklahoma City, OK (upcoming)
- 2012 "Ring Roll," California State University, Chico, CA
- 2011 "Full Circles," San Francisco Arts Commission Visitacion Valley Library, San Francisco, CA
- 2011 Finalist for City of Seattle, King Street Station, Seattle, WA
- 2010 "Cyclisk," City of Santa Rosa and Public Art, Santa Rosa, CA
- 2009 Finalist for City of Phoenix Children's Museum, Phoenix, AZ
- 2009 Finalist for San Francisco Arts Commission, McCoppin Park, San Francisco, CA
- 2009 Finalist for San Diego Airport Commission, San Diego, CA
- 2009 "Pacific Rim," City of San Rafael and Artworks Downtown, San Rafael, CA
- 2009 "Double Arch" or "Ride On!" City of Glendale, AZ
- 2008 "Wheel Arch," San Buenaventura Public Art Commission, Ventura, CA
- 2008 "Flat Heaven," or "This One's for Lester," Site-Specific Installation, San Rafael, CA
- 2007 "Bike Arch," Honorary Placement, Black Rock City LLC, Pershing, NV
- 2006 "Temple of Hope," Honorarium Installation, Black Rock City LLC, Pershing, NV
- 2006 "Circles and Trees," Site-Specific Installation, City of San Rafael, CA
- 2005 "Temple of Dreams," Honorarium Installation, Black Rock City LLC, Pershing, NV

## Awards and Honors

- 2011 American for the Arts, Public Art Network, (PAN) Year in Review Award, San Diego, CA
- 2011 SEAONC Excellence in Structural Engineering Award of Merit, Special-Use Structures
- 2010 First Place, AIA Redwood Empire, Decade of Design Award, Small, Sonoma, CA
- 2008-09 Pollock-Krasner Foundation, Pollock-Krasner Foundation Grant, New York, NY
- 2009 Puffin Foundation Grant, Puffin Foundation Ltd., Teaneck, NJ
- 2008 Recommended Artist, "Wheel Arch," City of San Buenaventura P.L.A.C.E., Ventura, CA
- 2007 Merit Award, California State Fair, Sacramento, CA
- 1996 "Individual Artist Grant Recipient," The Marin Arts Council - Buck Fund Individual Artist Grant
- 1989 First Place, Annual Juried Exhibition, "A Look Forward, A Look Past," Falkirk Center, San Rafael, CA
- 1988 First Place, "Annual Juried Exhibition," Falkirk Cultural Center, San Rafael, CA
- 1987 First Place, College of Marin, Juried Show, Kentfield, CA

## Corporate Commissions

- 2011 "Take Me to the Bridge," Red Bull, Embarcadero Square, Justin Herman Plaza, San Francisco, CA
- 2008 "Suspended Composition," Chrome Industries, San Francisco, CA

**Academic:** Lecturer, Chico State University, Chico CA

## Education and Apprenticeships

- 1993-94 San Francisco Art Institute, San Francisco, CA
- 1984-89 College of Marin, Kentfield, CA
- 1986-91 Apprenticeship under Allen Taylor, master builder
- 1985 Apprenticeship under Prof. Thanos Johnson, specializing in traditional Japanese pottery techniques

## Collections

- Bici Centro, Santa Barbara, CA
- Susan Cummins, Petaluma, CA
- Robin Williams, San Francisco, CA
- Elaine and Maxwell Meyers, San Francisco, CA
- Chester Arnold, Napa, CA
- The Fleeman Collection, Austin, TX

# MARK GRIEVE

Fine Artist / Builder

2975 Sonoma Mtn. Rd., Petaluma, CA 94954

+ 1.415.850.3690 / markdgrieve@gmail.com / www.markgrieve.com

## Selected Publications and Media

- 2013 Wels, Susan, "San Francisco: Arts for the City Civic Art and Urban Change 1932-2012," Heydey, pp. 20, 223
- 2012 Official London 2012 Olympic Opening Ceremony Souvenir Program, pp. 32-33, 68
- 2012 Metcalfe, John, "Incredible Sculptures Made From Bike Parts," Atlantic Cities, Nov. 20, 2012  
<http://www.active-life.com/mask-composition-with-bike-2012>
- 2012 American Libraries Magazine, "Library Design Showcase 2012: The Shape of Things," Feb. 28, 2012
- 2011 losifidis, Kiriakos, "BIKE ART, Bicycles in Art Around the World," Publikat, 2011, pp. 200-201, 253
- 2011 "Copenhagenize's Top Five Bicycle Monuments," Aug. 15, 2011
- 2011 Lee, Stephanie, "Visitation Valley to reopen after Remake," San Francisco Chronicle, July 30, 2011, C2
- 2011 Public Art Review, Issue 44 — Spirituality and Religion, spring / summer 2011, p. 81
- 2011 Primeau, Martin, "Re-bicyclage," DébrouillArts, May 2011, p. 5
- 2011 "Wheel Creative Mark Grieve," The Red Bulletin, June 2011, p. 22
- 2010 Graziano, John, Ripley's Believe It or Not!® Comic, December 5, 2010  
[http://comics.com/ripleys\\_believe\\_it\\_or\\_not/2010-12-05/#CMT\\_Comments](http://comics.com/ripleys_believe_it_or_not/2010-12-05/#CMT_Comments)
- 2010 Ma, Sandy, Kadokawa Media Taiwan, MY LOHAS (Life Styles Of Health and Sustainability), Dec. 3
- 2010 South Park "Coon vs. Coon & Friends (Season 14, Episode 13), November 10, 2010
- 2010 Robinson, Bruce "The Cyclisk," North Bay Report, KRCB 91 FM, October 2010, <http://krbc.org/the-cyclisk>
- 2010 Tweney, Dylan, "California Artists Build Obelisk Out of Bicycles," Wired, Sept. 8, 2010  
<http://www.wired.com/gadgetlab/2010/09/bicycle-obelisk>
- 2010 Elend, Peter, "Cyclisk Rises," Velo Vision, Issue 39, September 2010, p. 4
- 2010 Frattini, Kristen, "60ft Bike Obelisk Towers over Santa Rosa, CA," Bikeradar.com, Sept. 3, 2010
- 2010 The Drive with Steve Jaxon, KSRO 1350 am, Live Interview, August 31, 2010
- 2010 McCallum, Kevin "What's It All Mean?" Press Democrat, August 26, 2010, Front Page, A9 (photos)  
<http://www.pressdemocrat.com/article/20100826/ARTICLES/100829569?tc=ar>
- 2010 Keeler, Stuart, "Salon des Refusés...", Americans for Arts Half-Century Summit, June 26, 2010, Baltimore, MD
- 2009 "The Arts Advantage in Glendale," Glendale, AZ July 2009, [www.glendaleaz.com/glendale11/arts](http://www.glendaleaz.com/glendale11/arts)
- 2009 Berner, Megan "Pass the Bike; We heART Bikes" Reno News & Review, April 23, 2009
- 2008 "Local Artists Strike Burning Man," Argus-Courier, The Buzz, p. C1, Sept. 4, 2008
- 2008 Johnson, Robyn, "12 of the coolest art installations in the history of Burning Man," Aug. 25, 2008
- 2008 Taylor, Matthew, "Burned Out on Burning Man," Sierra, July/August 2008, pp. 32, 33 (photos)
- 2008 Samson, Chris, "Local Artist's Outdoor Bike Sculpture a Hit in Ventura," Argus Courier, May 15-21, A6, A9
- 2008 Taggart, Phillip, CNN Headline News, SoCalNews, May 5, 2008
- 2008 Clerici, Kevin, "Artist is assembling sculpture of bike parts," Ventura Star, April 4, 2008, p. B1, B3  
<http://www.venturacountystar.com/news/2008/apr/04/artist-is-assembling-sculpture-out-of-bike-parts/>
- 2008 "Street Detail," San Francisco Magazine, April 2008, p. 67 (including photo)
- 2007 BikeRadar, "The Bike Arch: Recycled Art," Sept. 20, 2007
- 2007 Keesling, Ryan, "On Mark Grieve's Bicycle Arch at Center Camp," BRAF Journals, Sept. 2007
- 2007 "Burning Man 2007," San Francisco Chronicle, August 30, 2007, [http://sfgate.com/c/pictures/2007/08/30/mn\\_burningman\\_116\\_mac.jpg](http://sfgate.com/c/pictures/2007/08/30/mn_burningman_116_mac.jpg)
- 2007 van Meter, Lori, "The Temples at Burning Man," 5<sup>th</sup> Global Conference, Making Sense of Dying and Death, Mansfield College Oxford, July 10, 2007
- 2007 Bruder, Jessica, "Burning Book: ...," Simon Spotlight Entertainment, 2007, pp. 304, 316
- 2006 New York Times online, [http://www.nytimes.com/slideshow/2006/08/28/arts/20060829\\_BURNING\\_SLIDESHOW\\_15.html ... \\_38.html](http://www.nytimes.com/slideshow/2006/08/28/arts/20060829_BURNING_SLIDESHOW_15.html..._38.html)
- 2006 Haden-Guest, Anthony, "In Defense of Burning Man," Art in America, June-July 2006, p.112
- 2006 LeDuff, Charles "Only in America," Discovery Channel, Feb. 2, 2006
- 2005 Terdiman, Daniel, "Burning Man Mourns the Big Easy," Wired, Sept. 6, 2005
- 2005 Terdiman, Daniel, "Burning Man Feeds Art Inferno," Wired, Sept. 1, 2005
- 2005 Young, Tobias, "From Art to Ashes," Press Democrat, Aug. 15, 2005, Front page (photo)
- 2005 Upshaw, Jennifer, "San Rafael Artwork Goes Public," Marin Independent Journal, Jan. 30, 2005
- 2004 Alba, Victoria, "Rising Suns," Pacific Sun, Upcoming North Bay talent issue, pp. 21, 23, Aug. 18-24
- 2004 Robertson, Ross, "Naked on Stilts," What is Enlightenment?, Issue 24/Feb.-April '04

# MARK GRIEVE

Fine Artist / Builder

2975 Sonoma Mtn. Rd., Petaluma, CA 94954

+ 1.415.850.3690 / markdgrieve@gmail.com / www.markgrieve.com

## Selected Exhibitions (\* Solo Shows)

- 2012 pART Project, World Bicycle Relief, New York, NY  
2012 Outside Lands, VIP/Talent area, Golden Gate Park, San Francisco, CA  
2011 "Fork Composition" and "Figurative Composition," Sonoma Valley Museum of Art, Santa Rosa, CA  
2011 Untitled Figure, Spencer Brownstone Gallery, New York, NY  
2011 "Bubbles," Point Reyes Station, CA  
2009 "Il Mazzolin di Fiori," Puffin & Pollock-Krasner Foundation and self-funded, Dead Dog Dune, NV  
2009 "The Bean Chandelier," Tour de California, Sausalito, CA  
2008 "Exercise in Democracy – for Under 500 Bucks" Self-funded Installation, Pershing, NV  
2008 THE PIG," Self-funded Installation, Dead Dog Dune, NV  
2008 "Wheel Arch Splendor," Los Angeles River Ride, Los Angeles, CA  
2008 "21 Days of Black Rock City," Reichek Creators Equity Foundation, Petaluma, CA  
2008 "Bringing Back the Fire: Art & Community..." Santa Rosa Junior College, Santa Rosa, CA  
2008 "Flat Heaven," Site-Specific Installation, San Rafael, CA  
2007 "Bike Arch," Burning Man Festival, Black Rock City, NV  
2007 California State Fair, Merit Award, Sacramento, CA  
2007 Art League of Northern CA, Marin MOCA, Novato, CA  
2006 \* "Post-Temple Project Installation," Artworks Downtown, San Rafael, CA  
2006 "Circles and Trees," Site-Specific Installation, San Rafael, CA  
2006 "Wet Paint," Sonoma Museum of Art, Sonoma, CA  
2006 "Temple of Hope," Burning Man Festival, Black Rock City, NV  
2005 Fundraising Auction, De Rosa Preserve, Napa, CA  
2005 "Temple of Dreams," Burning Man Festival, Black Rock City, NV  
2004 "Sonoma Paints," Period Exhibition, Sonoma Museum of Art, Sonoma, CA  
2004 College of Marin, Group Show, Teachers and Students, Marin, CA  
2003 "House of Godzilla," Burning Man Festival, Black Rock City, NV  
2003 "Offerings and Sanctuaries," Site-Specific Installation, San Rafael, CA  
2003 "Teachers and Students," Art Works Downtown, San Rafael, CA  
2003 "Sonoma Creates," First Juried Exhibition, Sonoma Valley Museum of Art, Sonoma, CA  
2002 "Forbidden City," Burning Man Festival, Black Rock City, NV  
2002 Auction for Hemophiliac Children, San Francisco Art Association  
2002 Alumni Show, College of Marin, Kentfield, CA  
2001 "Annual Juried Exhibition," Marin County Fair  
2000 "Annual Juried Exhibition," Marin County Fair  
2000 "Annual Juried Exhibition," Falkirk Cultural Center, San Rafael, CA  
1996 "Individual Artist Grant Recipient," The Marin Arts Council  
- Recipient of the Buck Fund Individual Artist Grant  
1996 \* Solo Exhibition, 444 Market St., San Francisco, CA  
1996 Juried Landscape Exhibition, Artisan's Gallery, San Rafael, CA  
1995 "Hero Show," Susan Cummins Gallery, Mill Valley, CA  
1995 "Introductions," San Francisco Art Dealer's Association  
1994 "The Gold Show," Monterey Peninsula Museum, Palo Alto Cultural Center  
1992 "On a Small Scale," Susan Cummins Gallery, Mill Valley, CA  
1991 "Shrines, A Place of Worship," Falkirk Cultural Center Juried Show, San Rafael, CA  
1991 "Romance Exhibition," The Monterey Peninsula Museum  
1991 "Bird Images," Susan Cummins Gallery, Mill Valley, CA  
1990 "Iconic Images," Susan Cummins Gallery, Mill Valley, CA  
1989 "A Look Forward, A Look Past," Falkirk Cultural Center Juried Exhibition, Awarded First Place  
1988 "Annual Juried Exhibition," Falkirk Cultural Center, Awarded First Place  
1987 College of Marin, Juried Show, Awarded First Place  
1987 Open Sculpture Show, Marin Art and Garden Center

# ILANA SPECTOR

Fine Artist

2975 Sonoma Mtn. Rd., Petaluma, CA 94954  
+ 1.707.776.7733 / ilanaspector@gmail.com / www.MarkGrieve.com

## Public Art Commissions

- 2014 City of Davis/UC Davis, Third Street Improvement Project, Davis, CA (upcoming)
- 2013 Myriad Botanical Gardens, Oklahoma City, OK (upcoming)
- 2013 "Archways," Selected Sculpture for City of Santa Clarita, Santa Clarita, CA (upcoming)
- 2012 "Ring Roll," California State University, Chico, CA
- 2011 Finalist for City of Seattle, King Street Station, Seattle, WA
- 2011 "Full Circles," San Francisco Arts Commission Visitacion Valley Library, San Francisco, CA
- 2010 "Cyclisk," City of Santa Rosa and Public Art, Santa Rosa, CA
- 2009 Finalist for City of Phoenix Children's Museum, Phoenix, AZ
- 2009 Finalist for City of Phoenix Matthew Henson VI Community Garden, Phoenix, AZ
- 2009 Finalist for San Francisco Arts Commission, McCoppin Park, San Francisco, CA
- 2009 Finalist for San Diego Airport Commission, San Diego, CA
- 2009 "Double Archway," Site-specific installation for City of Glendale, AZ & San Rafael, CA
- 2009 "Pacific Rim," City of San Rafael and Artworks Downtown, San Rafael, CA
- 2009 "Double Arch," City of Glendale, Jazz and Blues Festival, Glendale, AZ
- 2009 "Wheel Arch," City of San Buenaventura Public Art Commission, Ventura, CA
- 2008 "Flat Heaven," City of San Rafael & Artworks Downtown, San Rafael, CA
- 2008 "Circles and Trees," City of San Rafael & Artworks Downtown, San Rafael, CA
- 2007 "Bike Arch," Black Rock City LLC, Black Rock City, NV

## Selected Exhibitions

- 2012 pART Project, World Bicycle Relief, New York, NY
- 2012 Outside Lands, VIP/Talent area, Golden Gate Park, San Francisco, CA
- 2011-12 "Fork Composition," Sonoma Valley Museum of Art, Santa Rosa, CA
- 2011 "Archway Composition with Bike Parts #14" or "Spoken For," Jack London Square, Oakland, CA
- 2011 "Take Me to the Bridge," Red Bull, Justin Herman Plaza, Embarcadero Square, San Francisco, CA
- 2011 "Bubbles," Geography of Hope Conference, Grandi Building, Pt. Reyes Station, Invernes, CA
- 2009 "Il Mazzolin di Fiori," Pollock-Krasner Foundation grant, Puffin Foundation grant, Dead Dog's Dune, NV
- 2009 "The Bean Chandelier," Tour de California, Sausalito, CA
- 2008 "Exercise in Democracy – for Under 500 Bucks," Pershing, NV
- 2008 "THE PIG," Pershing, NV
- 2008 "Wheel Arch Splendor," Los Angeles River Ride, Los Angeles, CA
- 2008 "Bringing Back the Fire: Art & Community..." Santa Rosa Junior College, Santa Rosa, CA
- 2008 "Flat Heaven," Site-Specific Installation, San Rafael, CA

## Awards and Honors

- 2013 Velo-City, Cycling Visionary Prize, Cycling and the Arts, Vienna, Austria
- 2011 American for the Arts, Public Art Network, (PAN) Year in Review Award, San Diego, CA
- 2011 SEAONC Excellence in Structural Engineering Award of Merit, Special-Use Structures
- 2010 AIA Redwood Empire Decade of Design Award, First Place, Sonoma, CA
- 2008 Recommended Artist, "Wheel Arch," City of San Buenaventura Public Arts Commission P.L.A.C.E., Ventura, CA

## Corporate Commissions

- 2013 Clif Bar, Emeryville, CA (upcoming)
- 2008 Chrome Industries, San Francisco, CA
- 2007 "Bike Arch," Black Rock City LLC, Black Rock City, NV

**Academic** Lecturer, Chico State University, Public Art, Chico CA

## Education

- 2012-13 College of Marin, Kentfield, CA 1992-96 *cum laude*, Georgetown University, Washington, DC
- 1997-00 U.C.L.A. School of Law, Los Angeles, CA 1995-96 London School of Economics, London, U.K.

# MARK GRIEVE / ILANA SPECTOR

Fine Artists

2975 Sonoma Mountain Rd., Petaluma, CA 94954

+ 1.415.850.3690 / markdgrieve@gmail.com / www.markgrieve.com

## References:

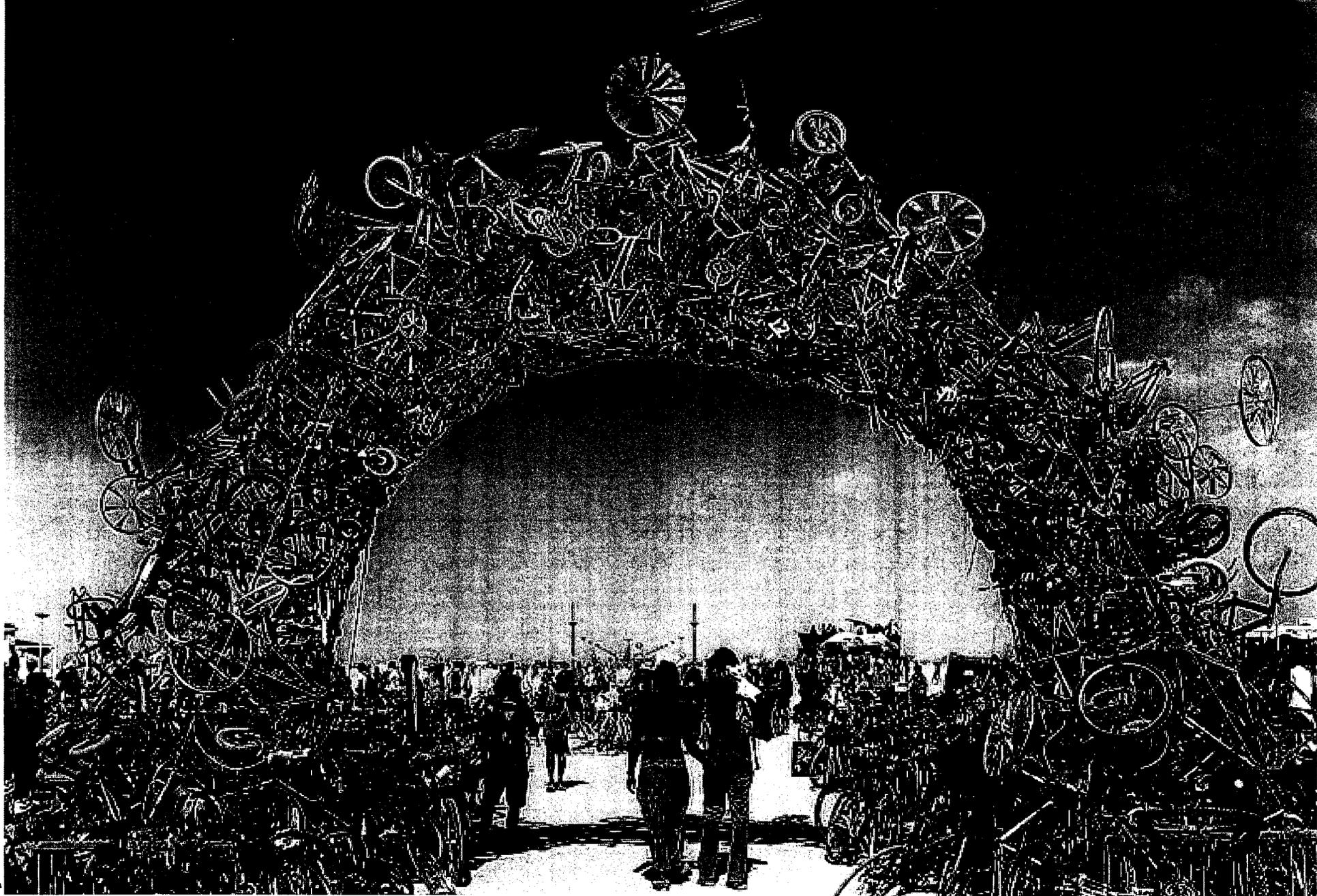
1. Tara Matheny-Schuster, Arts Coordinator, City of Santa Rosa
  - Recreation, Parks & Community Services
  - 2060 W. College Ave., Santa Rosa, CA 95401
  - 707.543.4512
  - tmatheny\_schuster@srcity.org
  
2. Andrew Maloney, Architect
  - Bureau of Architecture, 30 Van Ness, San Francisco, CA 94102
  - 415.431.2008
  - Andrew.Maloney@sfdpw.org
  
3. Chester Arnold, Artist
  - 443 East Napa, Sonoma, CA 95476
  - 707.938.8746
  - Catherine Clarke Gallery representation email: info@cclarkgallery.com

# A “fluid” composition -



NON-DIT NON-PROFIT, 21

F 04 0 007 V I



14 - Mark Grieve, Ilana Spector "Wheel Arch," Ventura, CA, 2008, metal, used bicycle rims, 28 x 28 x 4 ft. Lisa Zaid - 805-844-2327

Recommended artist for San Buenaventura's temporary P.L.A.C.E. project, Los Angeles River Ride in Griffith Park, CA



## GORDON HUETHER | RÉSUMÉ

## BIRTHPLACE

1959 Rochester, NY

## EDUCATION

1990-92 Life Center Collaborative Project with Professor Johannes Schreiter; Napa, CA  
 1986 Pilchuck Glass School; Stanwood, WA  
 1980-82 Apprenticeship at Universal Glass Studio; Blieskastel, Germany

## LECTURES / TEACHING / APPOINTMENTS

2011 American Institute of Architects Design Conference, Monterey, CA, "The Great Collaboration: Integrating Art & Architecture"  
 2009 Stained Glass Association of America, Oklahoma City, OK, "Stained Glass Then and Now"  
 University of San Francisco, School of Architecture, "Art in Architecture"  
 2008 Homeless Assistance Center, Dallas, Texas, "Art Matters"  
 2007 BECon Conference, Portland, Oregon, "Making Art, Love and Money"  
 2006 American Institute of Architects San Francisco, Center for Architecture & Design,  
 Member of the Board of Directors  
 2005 Chairman, City of Napa, Planning Commission  
 2002 Napa Valley Museum Board of Trustees, President  
 2000 Urban Art Commission & The American Institute of Architects, Memphis, TN  
 Guest Lecture, "Designing our Community Through Art in Architecture"  
 1999 American Institute of Architects National Conference, Dallas, Texas.  
 Guest Lecture, "Public Art in America"  
 1998 American Institute of Architects National Conference, San Francisco, CA  
 Guest Lecture, "Redefining Contemporary Glass"  
 1997 Society for Environmental Graphic Design National Conference, San Francisco, CA  
 Guest Lecture  
 1996 PLANETREE Annual Conference, San Francisco, CA  
 Guest Lecture, "Light and Color: Elements that Heal"

## MOST RECENT SELECTED EXHIBITIONS

1997 – Present Permanent Resident Artist, Rotating Solo Exhibition. Artesa Winery, Napa, CA  
 2010 *Public Art Walk*, Town of Yountville, CA  
 2009 *Beauty*; Group Exhibition. The Gallery at Cliff Lede Vineyards, Yountville, CA  
 2007 *Metal Matters*; Solo Exhibition. Robert Mondavi Winery, Oakville, CA  
 2006 *Art + Architecture*; Group Exhibition. Keller Estate Winery, Petaluma, CA  
 2005 *Summer in Southpark*; Group Exhibition. Andrea Schwartz Gallery, San Francisco, CA  
 2005 *Orange Door-Blue Window*; Solo Exhibition. Metalstone Gallery, New York, NY  
 2005 Group Exhibition. Artamo Gallery, Santa Barbara, CA  
 2005 *El Paseo Exhibition*; El Paseo Drive Palm Desert, CA  
 2004 *Body Talk*; Solo Exhibition. The UMA Gallery, New York, NY  
 2004 *In Nature's Light*; New York Hall of Science, New York, NY

## AWARDS

2010 ASID (American Society of Interior Designers) California Peninsula Chapter Certificate of Merit  
 2009 Americans for the Arts Public Art Network (PAN) Best Public Art in the US Award for the 'Gotta Go' art installation at the Jacksonville International Airport, Jacksonville, FL  
 2009 American Institute of Architects (AIA) Housing Committee Award for Special Housing and the AIA/Department of Housing and Urban Development (HUD) Award for Community-Informed Design for The Bridge Homeless Assistance Center in Dallas, TX featuring a public art installation by Gordon Huether  
 2006 Americans for the Arts Public Art Network (PAN) Best Public Art in the US Award for the Stockton Arena Public Parking Structure art installation, Stockton, CA

## PUBLIC ART AWARDS

2012 **Raleigh-Durham International Airport**, Raleigh, NC  
 Awarded by: Raleigh Durham International Airport

GORDON HUETHER

1821 Monticello Road · Napa, CA 94558  
 Phone 707.255.5954 · Fax 707.255.5991  
 mail@gordonhuether.com · gordonhuether.com

- 2012**  
**Bobenheim-Roxheim, Germany, Parish Church St. Laurentius**  
 Awarded by: Bistum Speyer, Episcopalian Building Authority  
**Oakland Coliseum BART Station, Oakland, CA**  
 Awarded by: BART (Bay Area Rapid Transit)  
**Henry Belmon Research Center Oklahoma State University, Oklahoma City, OK**  
 Awarded by: Oklahoma Art in Public Places  
**City of Peoria Centennial Plaza Sculpture, Peoria, AZ**  
 Awarded by: The City of Peoria
- 2011**  
**CINEMARK Theatre, Napa, CA**  
 Awarded by: Peter A. & Vernice H. Gasser Foundation, Inc.  
**University Health System – Medical Center Campus, San Antonio, TX**  
 Awarded by: Bexar County Hospital District  
**Exchange Parkway – Median Enhancement, Allen, TX**  
 Awarded by: The City of Allen
- 2010**  
**Houston Police Department Midwest Police Station, Houston, TX**  
 Awarded by: Houston Arts Alliance & The City of Houston  
**Sun Tran Bus Storage & Maintenance Facility, Tucson, AZ**  
 Awarded by: Tucson Pima Arts Council  
**Kansas City Police Department South Patrol Station, Kansas City, MO**  
 Awarded by: The City of Kansas City, MO  
**Salt Lake City International Airport | TRAX Station, Salt Lake City, UT**  
 Awarded by: The City of Salt Lake City, UT and Utah Transit Authority  
**Millcreek Community Center, Salt Lake County, UT**  
 Awarded by: Salt Lake County, UT
- 2009**  
**Miramar Town Center, White Rock, BC, Canada**  
 Awarded by: The City of White Rock in conjunction with BOSA Properties  
**LBJ Presidential Library & School of Public Affairs, Austin, TX**  
 Awarded by: University of Texas, Austin  
**2300 Empire Center, Burbank, CA**  
 Awarded by: WH Empire Center, Chicago, IL
- 2008**  
**Ovation Condominiums, St. Petersburg, FL**  
 Awarded by: JMC Communities, St. Petersburg, FL  
**East Village Parking Facility, Kansas City, MO**  
 Awarded by: Kansas City Municipal Art Commission  
**Lot 5 Project, Chapel Hill, NC**  
 Awarded by: The Town of Chapel Hill, NC  
**Napa Fifth Street Parking Garage, Napa, CA**  
 Awarded by: The City of Napa  
**Jack London Square, Oakland, CA**  
 Awarded by: The City of Oakland and Jack London Square Partners
- 2007**  
**Jacksonville International Airport, Jacksonville, FL**  
 Awarded by: Jacksonville International Airport Arts Commission  
**Richmond Civic Center Renovation, Richmond, CA**  
 Awarded by: The City of Richmond  
**Tucson Justice Court/Municipal Court Complex, Tucson, AZ**  
 Awarded by: Tucson Pima Arts Council  
**Texas Tech University School of Law, Lubbock, TX**  
 Awarded by: Texas Tech University  
**John Muir Medical Center, Walnut Creek Campus Walnut Creek, CA**  
 Awarded by: John Muir Health Foundation in conjunction with The City of Walnut Creek
- 2006**  
**Dallas Homeless Assistance Center, Dallas, TX**  
 Awarded by: The County of Dallas  
**Marsh Creek Bridge, Brentwood, CA**  
 Awarded by: The City of Brentwood  
**Sacramento Regional County Sanitation District, Sacramento, CA**  
 Awarded by: Sacramento Metropolitan Arts Commission  
**The Collection, Burbank, CA**  
 Awarded by: Champion Development/City of Burbank  
**Tallwood Venture Capital Building, Palo Alto, CA**  
 Awarded by: Tallwood Venture Capital
- 2005**  
**Salt Palace Convention Center, Salt Lake City, UT**  
 Awarded by: Salt Lake County  
**City of Glendale Foothills Recreation & Aquatics Center, Glendale, AZ**  
 Awarded by: Glendale Arts Commission  
**San Jose Fire Department Station 17, San Jose, CA**  
 Awarded by: The City of San Jose

## GORDON HUETHER | REFERENCES

**Richard M. Archer, FAIA, LEED**  
Senior Principal  
Overland Partners Architects  
5101 Broadway  
San Antonio, TX 78209

Phone: (210) 829-7003  
Email: rma@overlandpartners.com

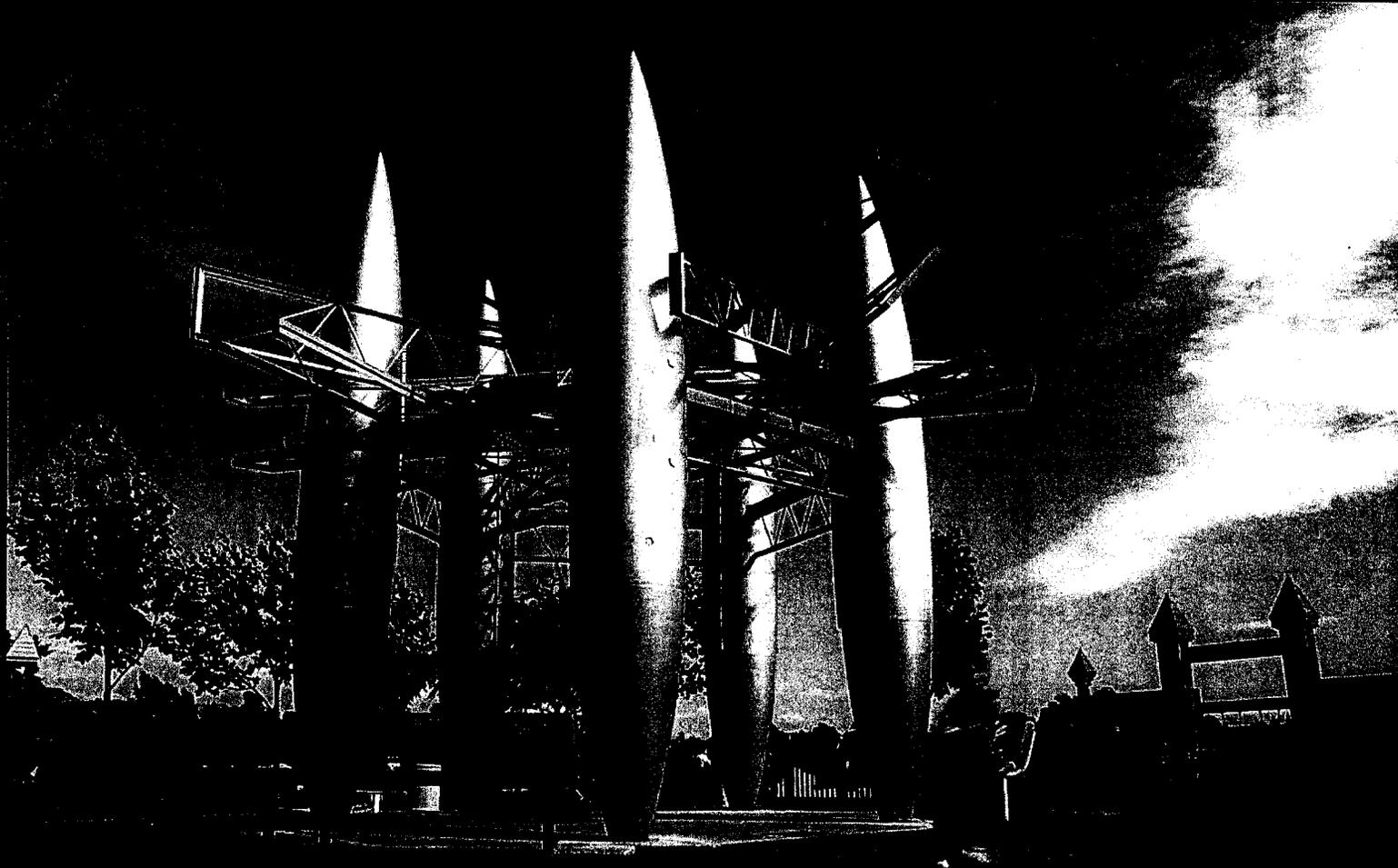
**Regina Almaguer**  
Public Art Consultant  
9 Pico Court  
Orinda, CA 94563

Phone: (925) 377-5531  
Email: ralmaguer@comcast.net

**Jon Koster**  
Administrative Office of the Courts  
11285 Gold Country Blvd.  
Gold River, CA 95670

Phone: (916) 698-2083  
Email: john.koster@jud.ca.gov

# Playground Fantástico, 2002



Dimensions: 25' H x 25' W x 25' D

Materials: Salvaged Aluminum Jet Fuel Tanks & Painted Steel

Location: Napa, CA

Budget: N/A, Donated

Commissioned by: N/A Donated to The City of Napa

Project Manager: Gordon Huether Studio

# “Vessel”, Sacramento Regional County Sanitation District

Year: 2009

Dimensions: 14' H x 6' W

Materials: Glass

Location: Sacramento, CA

Budget: \$141,000

Commissioned by: The County of Sacramento

Project Manager: Jon Koster, Project Manager

for Administrative Office of the Courts | (916)

698 2083



# “Aureole”, Centennial Plaza

Year: 2013

Dimensions: 14' H x 14' W x 4' D

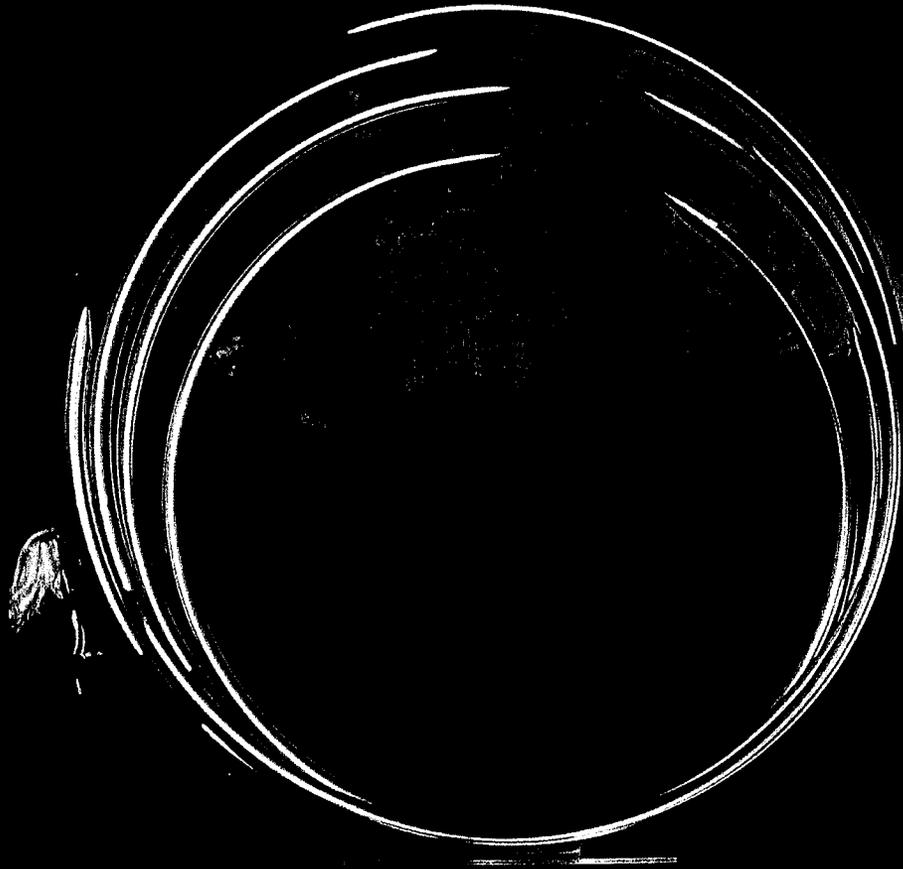
Materials: Aluminum

Location: Peoria, CA

Budget: \$100,000

Commissioned by: The City Peoria

Project Manager: Andre Licardi, Cultural Arts Coordinator | (623) 466-5919





"...our land, water bodies and oceans are interconnected,  
codependent communities to which we as individuals  
are one of many individuals that belong."

*Ventura Coastkeeper Program  
Wishtoyo Foundation*

## **Artwork for the Arroyo Vista Recreation Center**

Arroyo: **1** : a waterway (as a creek) in a dry region  
**2** : an often dry gully or channel carved by water  
*Merriam Webster Student Dictionary*

Las Posas: In Spanish place names, "poza" means 'puddle' or 'pool' and "pozo" means 'well', but in land grants in Spanish California both words, sometimes spelled "posa" or "poso", were used in the sense of "water hole." Therefore, "the water holes..."  
*www.answers.yahoo.com*

### **Project description:**

The Arroyo Vista Recreation Center and the Arroyo Vista Community Park are named after the Arroyo Las Posas.

It therefore seems fitting that artwork for the Recreation Center makes a meaningful connection between the arroyo and its namesake.

This project is an opportunity to connect the community - especially children – with the natural world that is living right alongside them.

### **Some questions that might be addressed:**

What was the arroyo like in its natural state?

What plants and creatures evolved to make it their home?

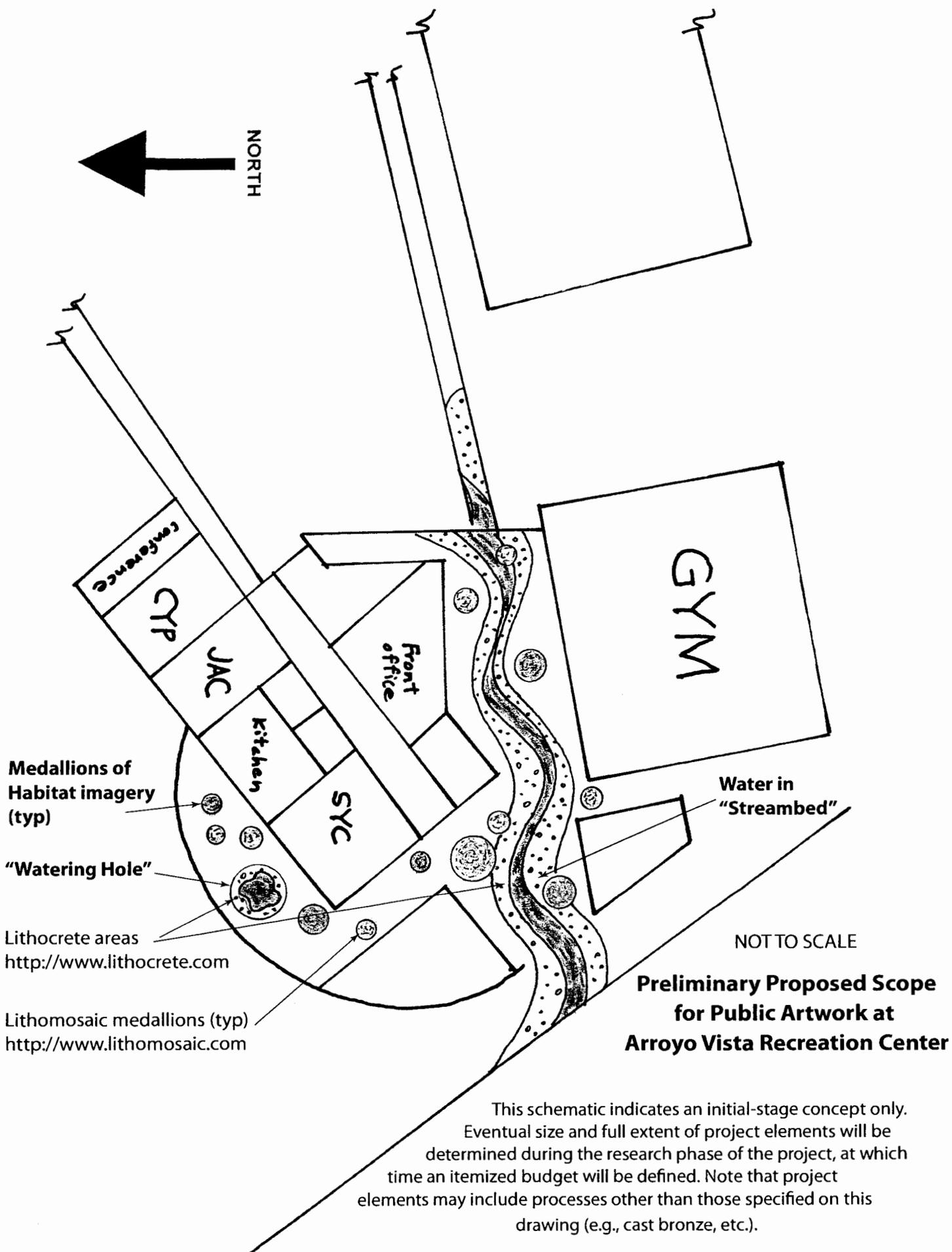
How has the arroyo changed with human impacts?

How have native species adapted?

What new species have migrated to the water source to compete with them?

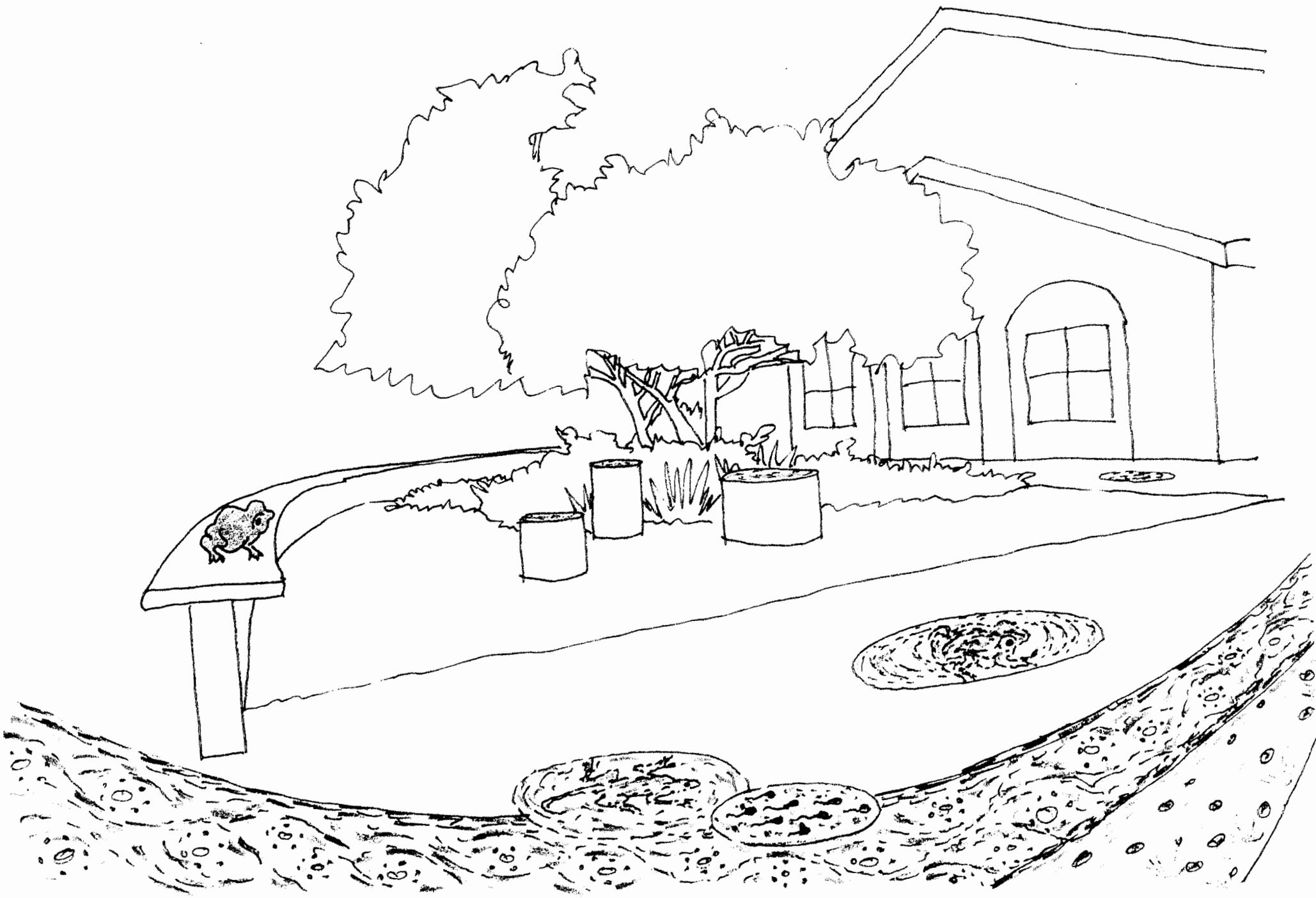
Why is a healthy arroyo important - to the environment and the greater Moorpark community?

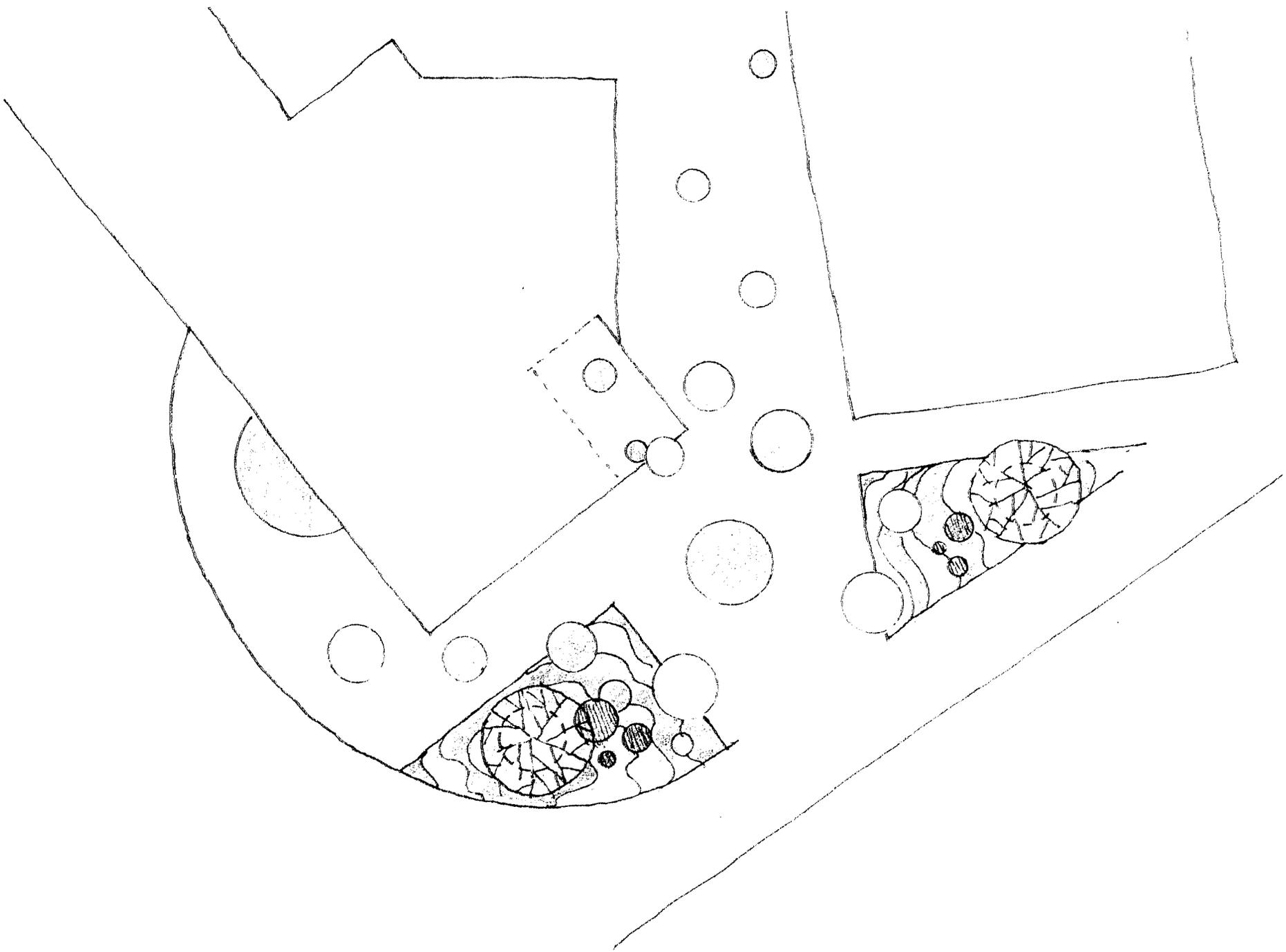
What actions can we encourage to maintain it as a healthy part of our neighborhood?

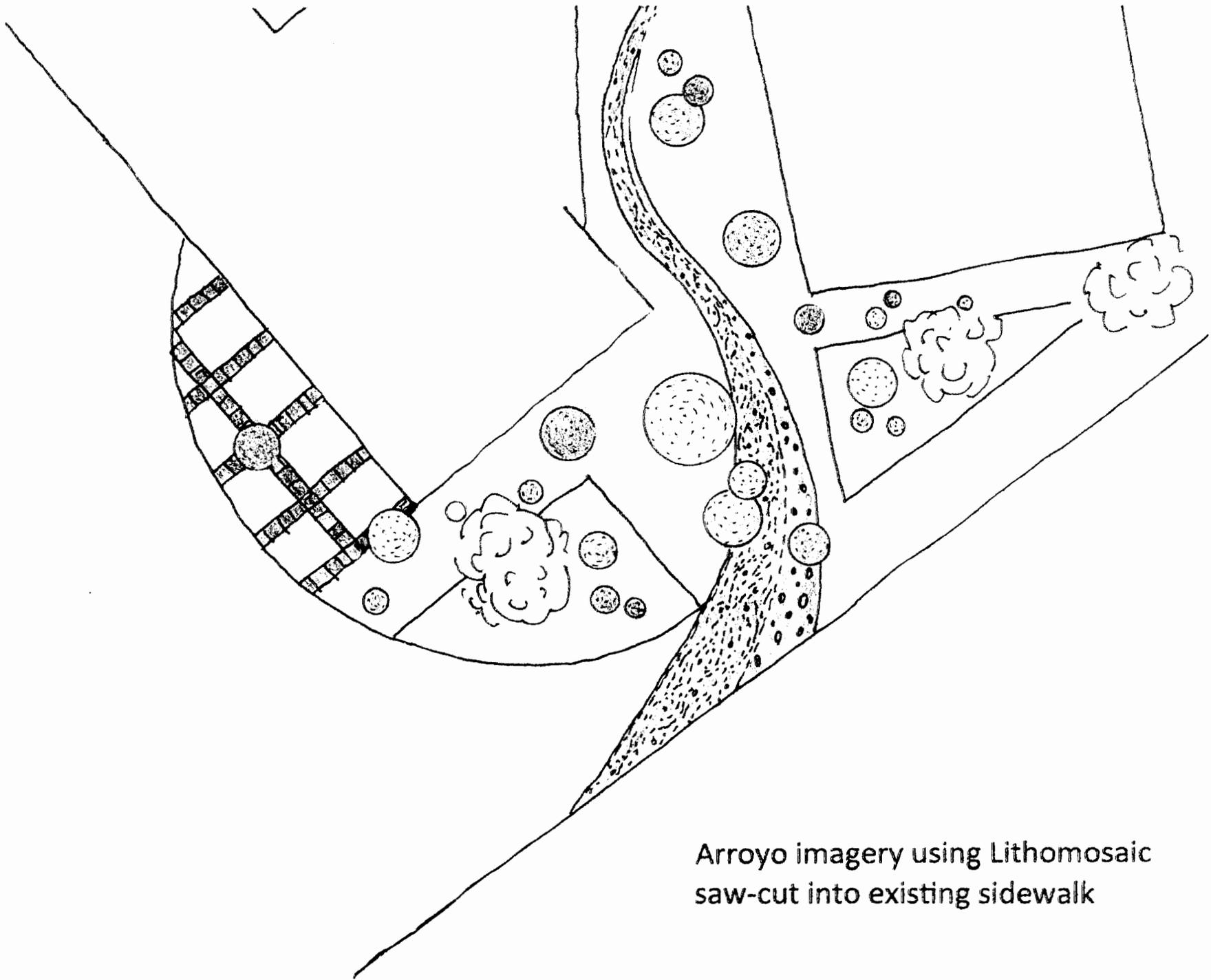


**NOT TO SCALE**  
**Preliminary Proposed Scope  
 for Public Artwork at  
 Arroyo Vista Recreation Center**

This schematic indicates an initial-stage concept only. Eventual size and full extent of project elements will be determined during the research phase of the project, at which time an itemized budget will be defined. Note that project elements may include processes other than those specified on this drawing (e.g., cast bronze, etc.).







Arroyo imagery using Lithomosaic  
saw-cut into existing sidewalk



















© 2016

# CONTRACT PROVISIONS

Each selected Artist, if any, shall be required to execute a form of agreement provided by the City. The terms of such agreement will include, but will not be limited to, the following:

## Copyright:

*The Artist retains all copyrights to any and all of the Artist's Submissions and, except as provided below, to the Artwork.*

*Irrevocable License to Reproduce. The Artist hereby grants the City, without additional charge to, or payment by, the City, an irrevocable license to make, or cause to be made, photographs and other two-dimensional reproductions of the Artwork or the Artwork Design for any municipal purpose including, but not limited to, educational, public relations, tourist and arts promotional purposes. For the purposes of this Agreement, the following are examples of permissible reproductions for the above cited purposes: in brochures and pamphlets pertaining to the City or State; in exhibition catalogues, books, slides, photographs, postcards, posters, and calendars; in art magazines, art books and art and news sections of newspapers; in general books and magazines not primarily devoted to art; as well as on slides, CDs, DVDs, film strips, video, computer websites and television.*

## Artists' Waiver of Rights:

### ARTWORK REMOVAL.

*The Artwork may be removed from the Project Site at any time. The Artist and the City, acknowledge that the Artist may have certain rights under the federal Visual Artists Rights Act of 1990 (VARA). The Artist acknowledges and understands that the installation of the Artwork at the Project Site may subject the Artwork to destruction, distortion, mutilation, or other modification due to the acts of third parties or to its removal, repair, maintenance, storage, or transfer of ownership.*

### LIMITED VISUAL ARTISTS RIGHTS ACT (VARA) WAIVER

*In consideration of the mutual covenants and conditions in this Agreement, and except as otherwise provided for in this Agreement, the Artist agrees to waive any right that the Artist may have under (VARA) to prevent the removal of the Artwork, or the destruction, distortion, mutilation, or other modification of the Artwork which arises from, is connected with, or is caused or claimed to be caused by the removal, repair, maintenance, storage, or transfer of ownership of the Artwork by the City, or its elected officials, officers, employees, agents, or representatives, or the presence of the Artwork at the Project Site, to the maximum extent permitted by law.*

### CALIFORNIA CIVIL CODE SECTION 987 WAIVER.

*The Artist and the City acknowledge that the Artist may have certain rights under California Civil Code Section 987 which are not preempted by VARA. In consideration of the mutual covenants and conditions in this Agreement, and to the maximum extent permitted by law, the Artist waives any rights which the Artist or the Artist's heirs, beneficiaries, devisees, or personal representatives may have under California Civil Code Section 987 to prevent the removal, destruction, distortion, mutilation, or other modification of the Artwork.*

### RIGHTS OF ARTIST'S HEIRS, SUCCESSORS AND ASSIGNS.

*The Artist's VARA rights under this Agreement shall cease with the Artist's death and do not extend to the Artist's heirs, successors or assigns.*

## Indemnification:

### INDEMNIFICATION.

*To the maximum extent permitted by law, the Artist agrees to defend, indemnify, protect and hold City, its elected and appointed officials, officers, employees, agents and volunteers, free and harmless from any and all claims asserted, and/or actual or alleged liability for damages or injuries to any person or property including Artist's employees, agents, representatives or*

subcontractors, and/or claims and liabilities arising directly or indirectly from, or that are connected with, or are caused or claimed to be caused by, the acts of the Artist, the Artist's employees, agents, representatives or subcontractors, or anyone acting on the Artist's behalf. The obligation to indemnify shall be effective even if the passive negligence of the City, its agents, officers or employees contributes to the loss or claim.

The Artist further agrees that the duty to defend includes payment of attorneys fees and all costs associated with enforcement of this indemnification provision, defense of any claims arising from this Project; and, where a conflict of interest exists, or may exist between the Artist and the City, the reasonable cost of attorney's fees and all other costs if the City chooses, at its own election, to conduct its own defense or participate in its own defense of any claim related to this Project. The Artist's duty to indemnify, defend and hold harmless shall not include any claims or liability (i) to the extent arising from the active negligence, sole negligence, or willful misconduct of the City, its agents, officers or employees, as established by final court decision; or (ii) or where otherwise prohibited or preempted by law.

Without in any way limiting the generality of the foregoing, the Artist represents and warrants that the Artwork is solely the result of the artistic effort of the Artist. Any and all materials or deliverables, including but not limited to the Artwork Design and/or the Artwork (collectively, "Works"), provided under this contract are unique, original, an edition of one, not encumbered and do not infringe upon the copyright, trademark, patent or other intellectual property rights of any third party, or are in the public domain. The Artwork has not been accepted for sale elsewhere; the Artist has not sold, assigned, transferred, licensed, granted, encumbered or utilized the Artwork or any element thereof or any copyright related thereto which may affect or impair the rights granted pursuant to this Agreement; the Artwork is free and clear of any liens from any source whatsoever; all artwork created or performed by the Artist under this Agreement, whether created by the Artist alone or in collaboration with others, shall be wholly original with the Artist and shall not infringe upon or violate the rights of any third party; the Artist has the full power to enter into and perform this Agreement and to make the grant of rights contained in this Agreement; and all services performed hereunder shall be performed in accordance with all applicable laws, regulations, ordinances, and/or statutes, and with all necessary care, skill, and diligence.

If any of the deliverables, materials or Works provided hereunder become the subject of a claim, suit or allegation of copyright, trademark or patent infringement, City shall have the right, in its sole discretion, to require Artist to produce, at Artist's own expense, new non-infringing materials, deliverables or Works as a means of remedying any claim of infringement, in addition to any other remedy available to the City under law or equity. Artist further agrees to indemnify, defend and hold harmless the City, its elected and appointed officials, officers, employees, volunteers and agents from and against any and all claims, actions, liabilities, costs, judgments and/or damages of any type alleging or threatening that any materials, deliverables, supplies, equipment, services or Works provided under this contract infringe the copyright, trademark, patent or other intellectual property or proprietary rights of any third party (Third Party Claims of Infringement). If a Third Party Claim of Infringement is threatened or made before Artist receives payment under this contract, City shall be entitled, upon written notice to Artist, to withhold some or all of such payment.

The City does not and shall not waive any rights that it may have against the Artist by reason of this Section, because of the acceptance by the City, or the deposit with the City, of any insurance policy or certificate required pursuant to this agreement between the Artist and the City. The hold harmless and indemnification provisions shall apply regardless of whether or not said insurance policies are determined to be applicable to any losses, liabilities, damages, costs and expenses described in this Section.

#### **Additional Requirements**

**Risk of Loss.** Until the Artist receives an artwork acceptance notice from the City, any theft of, damage or vandalism to, or acts of God or nature affecting the Artwork are the Artist's responsibility, including, but not limited to, any loss occurring during the fabrication, storage, transportation, delivery or installation of the Artwork. Notwithstanding the foregoing, the Artist is not responsible for any damage to the Artwork arising from the sole negligence or willful misconduct of the City, its agents, employees, representatives, and contractors.

**Errors and Omissions.** The City's acceptance of the Artwork shall not release the Artist of the responsibility for the correction of errors or omissions that the Artwork may contain, including any errors or omissions which arise from the Artist's errors or omissions, or the errors and omissions of the Artist's employees, agents, representatives or sub-consultants regardless of whether these

errors or omissions were the result of circumstances unforeseen at the time these deliverables were developed or approved.

**Defects in Workmanship.** The Artist represents and warrants that all work by the Artist and/or contractors will be performed in accordance with professional standards and free from defective or inferior materials and workmanship (including any defects consisting of "inherent vice," or qualities that cause or accelerate deterioration of the Artwork) for one year after the date of final acceptance by the City.

**Breach of Warranty.** If within the warranty period the City observes a breach of warranty that is not curable by the Artist, the Artist is responsible for reimbursing the City for damages, expenses and loss incurred by the City as a result of the breach. However, if the Artist disclosed the risk of this damage and the City accepted in writing that it may occur, it shall not be deemed a breach for purposes of this Agreement.

**Hazardous Materials.** The Artist represents and warrants that the Artwork and the materials used are not currently known to be hazardous or potentially hazardous to any plant life, animal life, human life or natural ecosystem.

**Public Safety.** The Artist represents and 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.

**Maintenance.** The Artist represents and warrants that reasonable maintenance of the Artwork will not require procedures substantially in excess of those described in a maintenance plan submitted by the Artist.

**Acceptable Standard for Display.** Artist represents and warrants that:  
General routine cleaning and repair of the Artwork and any associated working parts and/or equipment will maintain the Artwork within an acceptable standard for public display; foreseeable exposure to the elements and general wear and tear will cause the Artwork to experience only minor repairable damages and will not cause the Artwork to fall below an acceptable standard for public display; with general routine cleaning and repair, and within the context of foreseeable exposure to the elements and general wear and tear, the Artwork will not experience irreparable conditions that do not fall within an acceptable standard of public display, including mold, rust, fracturing, staining, chipping, tearing, abrading and peeling; and to the extent the Artwork incorporates products covered by a manufacturer's warranty, the Artist shall provide copies of such warranties to the City.

**Ownership of Documents.** All original designs, plans, specifications, reports, documentation, and other informational materials, whether written or readable by machine, originated or prepared exclusively for the City pursuant to this Agreement ("Work Product Materials" ) shall become the joint property of the City and the Artist. The Artist shall deliver such documents to the City whenever reasonably requested to do so by the City. Artist may not provide, transfer or otherwise convey any of the Work Product Materials to any third party without the City's prior, written consent.

**Reproduction Rights.** In view of the intention that the Artwork shall be unique, the Artist shall not make any additional exact duplicate two or three-dimensional reproductions of the Artwork, nor shall the Artist grant permission to others to do so except with the written permission of the City. However, nothing shall prevent the Artist from creating future artworks in the Artist's manner and style of artistic expression.

**Acknowledging the City.** The Artist shall use the Artist's best efforts in any public showing or on a résumé to give acknowledgment to the City in substantially the following credit line: "An artwork commissioned by the City of Moorpark."

**City's Right to Repair and Conserve.** The City shall have the right to determine when and if repairs and restorative conservation to the Artwork will be made. It is the policy of the City to consult with the Artist regarding repairs and restorative conservation which is undertaken up to five (5) years after final payment has been made, when practicable. In the event that the City makes repairs or restorative conservation not approved by the Artist, the Artist shall have the right to disown the Artwork as the Artist's creation and request that all credits be removed from the Artwork and reproductions thereof.

**Standards of Repair and Conservation.** All repairs and restorative conservation, whether performed by the Artist, the City, or by third parties responsible to the Artist or the City, shall be made in accordance with professional conservation standards and in accordance with the

*maintenance manual provided to the City by the Artist.*

**Transfer of Title.** *Following final payment to Artist, Artist shall execute a "Transfer of Title" to the Artwork to the City, forever transferring, conveying and assigning all ownership rights to the Artwork, to the City, for all purposes permitted by this Agreement. Artist shall retain the copyright to the Artwork.*

## APPENDIX B

### INSURANCE REQUIREMENTS

Prior to the beginning of and throughout the duration of Work, ARTIST will maintain insurance in conformance with the requirements set forth below. ARTIST will use existing coverage to comply with these requirements. If that existing coverage does not meet requirements set forth here, ARTIST agrees to amend, supplement or endorse the existing coverage to do so. ARTIST acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to the City in excess of the limits and coverage required in this Agreement and which is applicable to a given loss, will be available to the City.

ARTIST shall provide the following types and amounts of insurance:

Commercial General Liability Insurance using Insurance Services Office (ISO) "Commercial General Liability" policy form CG 00 01 or the exact equivalent. Defense costs must be paid in addition to limits. There shall be no cross liability exclusion for claims or suits by one insured against another. Limits are subject to review but in no event less than \$1,000,000 per occurrence for all covered losses and no less than \$2,000,000 general aggregate.

Business Auto Coverage on ISO Business Auto Coverage form CA 00 01 including symbol 1 (Any Auto) or the exact equivalent. Limits are subject to review, but in no event to be less than \$1,000,000 per accident. If ARTIST owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If ARTIST or ARTIST's employees will use personal autos in any way on this project, ARTIST shall provide evidence of personal auto liability for each such person. (If Applicable)

Workers' Compensation on a state-approved policy form providing statutory benefits as required by law with employer's liability limits no less than \$1,000,000 per accident or disease. (If Applicable)

Excess or Umbrella Liability Insurance (Over Primary) if used to meet limit requirements, shall provide coverage at least as broad as specified for the underlying coverages. Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. Policy shall contain a provision obligating insurer at the time insured's liability is determined, not requiring actual payment by the insured first. There shall be no cross liability exclusion precluding coverage for claims or suits by one insured against another. Coverage shall be applicable to the City for injury to employees of ARTIST, Sub-ARTISTs or others involved in the Work. The scope of coverage provided is subject to approval by the City following receipt of proof of insurance as required herein. Limits are subject to review but in no event less than \$1,000,000 aggregate.

Insurance procured pursuant to these requirements shall be written by insurers that are admitted carriers in the State of California and with an A.M. Bests rating of A- or better and a minimum financial size of VII.

General conditions pertaining to provision of insurance coverage by ARTIST. ARTIST and the City agree to the following with respect to insurance provided by ARTIST:

1. ARTIST agrees to have its insurer endorse the third party general liability coverage required herein to include as additional insureds the City, its officials, employees, and agents, using standard ISO endorsement CG 2010 with an edition prior to 1992. ARTIST also agrees to require all ARTISTs and subcontractors to do likewise.
2. No liability insurance coverage provided to comply with this Agreement shall prohibit ARTIST, or ARTIST's employees, or agents, from waiving the right to subrogation prior to a loss. ARTIST agrees to waive subrogation rights against the City regardless of the applicability of any insurance proceeds, and to require all ARTISTs and subcontractors to do likewise.
3. All insurance coverage and limits provided by ARTIST and available or applicable to this Agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to the City or its operation limits the application of such insurance coverage.
4. None of the coverages required herein will be in compliance with these requirements if they include limiting endorsement of any kind that has not been first submitted to the City and approved in writing.
5. No liability policy shall contain any provision or definition that would serve to eliminate so-called "third party action over" claims, including any exclusion for bodily injury to an employee of the insured or of any ARTISTs and subcontractors.
6. All coverage types and limits required are subject to approval, modification, and additional requirements by the City, as the need arises. ARTIST shall not make any reductions in scope of coverage (e.g. elimination of contractual liability or reduction of discovery period) that may affect the City's protection without the City's prior written consent.
7. Proof of compliance with these insurance requirements, consisting of certificates of insurance evidencing all of the coverages required and an additional insured endorsement to ARTIST's general liability policy, shall be delivered to city at or prior to the execution of this Agreement. In the event such proof of any insurance is not delivered as required, or in the event such insurance is canceled or reduced at any time and no replacement coverage is provided, the City has the right, but not the duty, to obtain any insurance it deems necessary to protect its interests under this or any other Agreement and to pay the premium. Any

premium so paid by the City shall be charged to and promptly paid by ARTIST or deducted from sums due ARTIST, at the City's option.

8. Certificate(s) are to reflect that the insurer will provide 30 days-notice to the City of any cancellation or reduction of coverage. ARTIST agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation or reduction of coverage imposes no obligation, or that any party will "endeavor" (as opposed to being required) to comply with the requirements of the certificate.
9. It is acknowledged by the parties of this Agreement that all insurance coverage required to be provided by ARTIST or any ARTISTS and subcontractors, is intended to apply first and on a primary, non-contributing basis in relation to any other insurance or self-insurance available to the City.
10. ARTIST agrees to ensure that ARTISTS and subcontractors, and any other party involved with the Work who is brought onto or involved in the Work by ARTIST, provide the same minimum insurance required of ARTIST. ARTIST agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. ARTIST agrees that upon request, all agreements with ARTISTS and subcontractors and others engaged in the Work will be submitted to the City for review.
11. ARTIST agrees not to self-insure or to use any self-insured retentions or deductibles on any portion of the insurance required herein and further agrees that it will not allow any ARTIST, ARTISTS and subcontractors, Architects, Engineers, or other entity or person in any way involved in the performance of Work contemplated by this Agreement to self-insure its obligations to the City. If ARTIST's existing coverage includes a deductible or self-insured retention, the deductible or self-insured retention must be declared to the City. At that time, the City shall review options with the ARTIST, which may include reduction or elimination of the deductible or self-insured retention, substitution of other coverage, or other solutions.
12. The City reserves the right at any time during the term of the Agreement to change the amounts and types of insurance required by giving the ARTIST 90 days advance written notice of such change. If such change results in substantial additional cost to the ARTIST, the City will negotiate additional compensation proportional to the increased benefit to the City.
13. For purposes of applying insurance coverage only, this Agreement will be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards performance of this Agreement.
14. ARTIST acknowledges and agrees that any actual or alleged failure on the part of the City to inform ARTIST of non-compliance with an insurance requirement in

no way imposes any additional obligations to the City nor does it waive any rights hereunder in this or any other regard.

15. ARTIST will renew the required coverage annually as long as the City, or its employees or agents face an exposure from operations of any type pursuant to this Agreement. This obligation applies whether or not the Agreement is canceled or terminated for any reason. Termination of this obligation is not effective until the City executes a written statement to that effect.
16. ARTIST shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Proof that such coverage has been ordered shall be submitted prior to expiration. As coverage binder or letter from ARTIST's insurance agent to this effect is acceptable. A certificate of insurance and/or additional insured endorsement as required in these specification applicable to the renewing or new coverage must be provided to the City within five days of the expiration of coverage.
17. The provisions of any Workers' Compensation or similar act will not limit the obligations of ARTIST under this Agreement. ARTIST expressly agrees not to use any statutory immunity defenses under such laws with respect to the City, its employees, officials, and agents.
18. Requirements of specific coverage features or limits contained in this section are not intended as limitations on coverage, limits, or other requirements nor as a waiver of any coverage normally provided by any given policy. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue, and is not intended by any party or insured to be limiting or all-inclusive.
19. These insurance requirements are intended to be separate and distinct from any other provision in this Agreement and are intended by the parties here to be interpreted as such.
20. The requirements in this section supersede all other sections and provisions of this Agreement to the extent that any other section or provision conflicts or impairs the provisions of this section.
21. ARTIST agrees to be responsible for ensuring that no contract used by any party involved in any way with the Work reserves the right to charge the City or ARTIST for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to the City. It is not the intent of the City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against the City for payment of premiums or other amounts with respect thereto.
22. ARTIST agrees to provide immediate notice to City of any claim or loss against ARTIST arising out of the work performed under this Agreement. The City

assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve the City.