

**MOORPARK CITY COUNCIL
AGENDA REPORT**

TO: Honorable City Council

FROM: Jessica Sandifer, Senior Management Analyst 

DATE: October 21, 2015 (CC Meeting of 11/04/2015)

SUBJECT: Consider Recommendation of the Arts Commission for Public Art Project at Moorpark Police Services Center and Award Agreement to Selected Artist for Art Project at Moorpark Police Services Center

BACKGROUND

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 paid by developers for public art are deposited, maintained, and used solely for the City's Art in Public Places Program.

DISCUSSION

A Request for Qualifications (RFQ) for an artist to design artwork at the Moorpark Police Services Center (PSC) was released in March 2015. Staff received eighteen responses to the RFQ by the deadline of May 1, 2015. At their regular meeting on May 19, 2015, the Arts Commission (Commission) reviewed the submittals and selected five artists to participate in interviews with the Commission. The interviews were held at a special meeting of the Commission on June 23, 2015. Staff has attached the selected artists' conceptual ideas to this report. A summary of the artists selected to participate in the interviews and present their concepts follows:

- Shiela Cavaluzzi (Attachment 1) – Ms. Cavaluzzi creates traditional bronze figural artwork. Most of her past works have been created for the City of Burbank's public art program. Ms. Cavaluzzi's concept for the project at the PSC is a statue of an officer, set in the entry plaza. She has a couple variations on the stance and positioning of the statue. She titles the work "Walk of Honor" which in the artist's words "represents a peace officer's journey of preserving peace through empathy and respect".
- Gordon Huether (Attachment 2) – Mr. Huether creates contemporary modern art works using metals and glass. His resume includes public and private art installations all over the country and the world. Mr. Huether presented three

concepts for this project: star, obelisk, and gateway. The Commission preferred his gateway concept, which includes several circular rings ranging in height and angle, radiating forward from the entry plaza. The circles would incorporate pieces of dichroic glass which captures light and color in different ways. The artist described the gateway as “....draws focus towards and connection to the entrance of the Police Services Center and to the surrounding streetscape, and invites community engagement.”

- Jon Krawczyk (Attachment 3) – Mr. Krawczyk creates contemporary modern artworks utilizing stainless steel in various matte and glossy finishes. His public art projects can be found all around the country. Mr. Krawczyk’s concept for the PSC is to create an interactive grouping of pillars with various sayings that represent police work. The pillars would be colored and could be designed to be moved or rotated so that different words could be displayed on different sides of the piece, and they could be viewed without having to walk around the artwork.
- Heath Satow (Attachment 4) - Mr. Satow has been designing contemporary modern public art projects since 1993. Most of his commissions have been public art projects and they are showcased around the country, including many locations in California, Colorado, Nevada and reaching across the globe to Dubai and South Korea. Mr. Satow primarily works in mirror polished stainless steel. Mr. Satow’s proposed concept centers around a concept within the law enforcement community known as the “Thin Blue Line”. The Thin Blue Line has been used to commemorate fallen law enforcement officers, but also represents the relationship of law enforcement in the community as the protectors of civilians from criminal elements. Mr. Satow proposes an abstract figure of a police officer made from mirror polished stainless steel set on a pedestal located in the front entry plaza. The abstract figure would be split down the middle and will consist of two stainless steel pieces set close together. At night, the artwork would be illuminated through the middle by a blue light that would create a “thin blue line” through the piece. At night all that would be seen of the piece is the blue line.
- Roger Stoller (Attachment 5) – Mr. Stoller has an extensive resume. He has been creating public art projects since 1999. Mr. Stoller works with metals, such as stainless steel and bronze, in a contemporary style. Mr. Stoller’s concept for the PSC is a “metal lace” artwork made of low carbon stainless steel that would be laser cut with images relevant to police work. The piece is proposed to be placed in the courtyard area and tall enough to be seen above the half wall at the PSC.

In general, the Commission was impressed with all five of the Artists. All of the Artists presented basic conceptual ideas that the Artists would, once selected, refine with input from City staff and the Commission. While the Commission could see a place for each idea at the PSC and other locations around the City, the Commission unanimously agreed on recommending Heath Satow’s conceptual idea, “Thin Blue Line”, as being the most unique and appropriate fit for the site.

Staff has discussed the artwork concept with the Police Captain and his staff. Initially, there was some hesitation to support the concept of Mr. Satow's artwork, as they preferred a more traditional bronze sculpture of a Police Officer. However, once staff had an opportunity to describe the concept of the artwork in detail, they have communicated to staff that they support Mr. Satow's proposal and endorse the Commission's recommendation. Police staff pointed out some unique challenges presented by a bronze figural sculpture. For instance, items such as uniforms, utility belts, hats and badges are or can be unique to each department. We would have to ensure that the artwork is sufficiently neutral, so as to not represent one police department. Also, should the City elect to provide its own police services in the future, the statue would not reflect those unique items.

Staff concurs with the Commission's recommendation. Mr. Satow's concept is a contemporary design which reflects the design of the building. It is also a unique concept, represents an idea in modern policing, and would stand out on the corner where it is proposed to be placed. The material Mr. Satow is proposing has the added benefit of making the art piece look different throughout the day. The use of the mirror polished stainless steel will change the way the artwork looks as the sun reflects on it from different angles.

Staff is proposing for the Arts Commission to form an Ad Hoc Committee so that they can assist the artist through the development of the conceptual plan. It is staff's intent to include the Police Captain, or his designee, on the Ad Hoc Committee to provide feedback on the artwork, as it relates to police work. The final artwork design would be brought back to the City Council for final approval.

Mr. Satow's concept keeps the existing landscaping in the plaza area intact. However, staff will evaluate the courtyard design separately to determine if changes should be made to reduce overall water consumption. At a minimum, staff proposes to remove the turf and replace the turf with decomposed granite, or other low water use option. In addition, the purple leaf plum trees (*Prunus cerasifera 'atropurpurea'*) have been infested with boring beetles and several have been replaced on more than one occasion. Staff recommends replacing the trees with western redbuds (*Cercis occidentalis*). Western redbuds are small patio sized trees, similar in size to the existing plum trees, and are native to the California foothills.

FISCAL IMPACT

Funds for the artwork are included in the Art in Public Places fund for Fiscal Year 2015/16 in the amount of \$150,000. No additional appropriation for the artwork is needed at this time. Any landscape renovation costs would be presented to the City Council at the conclusion of the conceptual project design phase.

STAFF RECOMMENDATION

1. Approve the selection of Heath Satow as the Artist for the Public Art Project at the Police Services Center; and
2. Approve Agreement with Heath Satow for an amount not to exceed \$145,000, and authorize City Manager to sign the Agreement, subject to final language approval of the City Manager.

Attachments:

- 1 – Shiela Cavaluzzi Concepts
- 2 – Gordon Huether Concepts
- 3 – Jon Krawczyk Concepts
- 4 – Heath Satow Concepts
- 5 – Roger Stoller Concepts
- 6 – Agreement

ATTACHMENT 1

SHIELA
CAVALLUZZI

ATTACHMENT 1

818.568.8726
scavalluzzi4@gmail.com
www.shielacavalluzzi.blogspot.com

Shiela Cavalluzzi

Public Art

Home

Bronze 6'x 40"x 40" 2011-12
Memorial Field Plaza Burbank, CA

Trackwalker

Bronze 6'8"x 6'x 3' 2010
Chandler Bikeway Burbank, CA

Impact

Bronze 7'x 4'x 3' 2008-9
DeBell Clubhouse Burbank, CA

Taiko

Bronze 10'x 7' x 3' 2008-9
Taiko Village Burbank, CA

St. Vianet, Madonna & Child

Bronze 4' x 40" x 2' 1998
Los Angeles Men's Prayer Center Los Feliz, CA

The Guardians

Bronze 12'x 5' x 4' 1997
Police & Fire Headquarters Burbank, CA

Shows & Exhibits

Anuvue Studio, Huntington Beach, CA
Sherwood Gallery, Laguna Beach, CA
Laurels, St. Helena, CA
Affaire in the Gardens, Beverly Hills, CA
Sugarland Art Fair, Gaithersburg, MD
Fine Art Festival, Malibu, CA
OCCA/City of Brea, CA

Education

BA, Art California State University, Long Beach

References

Marisa Garcia

Director
Art in Public Places, Burbank, CA
818.238.5300
MGarcia@burbankca.gov

Ron McPherson

Owner
La Paloma Fine Arts, Sun Valley, CA
818.504.6161
Ron@LaPalomaArt.com

Bonnie Teaford

Director
Public Works, Burbank, CA
818.238.3915
BTeaford@burbankca.gov



The Guardians

Bronze 12' x 5' x 4' 1998 Police & Fire Headquarters City of Burbank, Art in Public Places

75,000.00 Project Manager, Eric Hansen



Home

Bronze

6' x 40" x 40" 2012

Memorial Field Plaza

City of Burbank, Art in Public Places & BUSD

75,000.00

Project Manager, Marisa Garcia

(818) 238-5300



Trackwalker

Bronze 6'8" x 6' x 3' 2011

Chandler Bike Path City of Burbank, Art in Public Places

60,000.00 Project Manager, Marisa Garcia (818) 238 5300

ARTWORK CONCEPT



Walk of Honor

8' bronze on 2' tiered base

Walk of Honor represents a peace officer's journey of preserving peace through empathy and respect.

The officer climbs uphill, ascending with care and purpose.



Walk of Honor

8' bronze on 2' tiered base

Walk of Honor represents a peace officer's journey of preserving peace through empathy and respect.

The officer climbs uphill, ascending with care and purpose.



Walk of Honor

8' bronze on 2' tiered base

Walk of Honor represents a peace officer's journey of preserving peace through empathy and respect.

The officer climbs uphill, ascending with care and purpose.



Shelter

8' bronze on 2' tiered base

Shelter portrays a peace officer as the trusted shield of the community.

He moves forward as a public service, extending a hand to safeguard the public.



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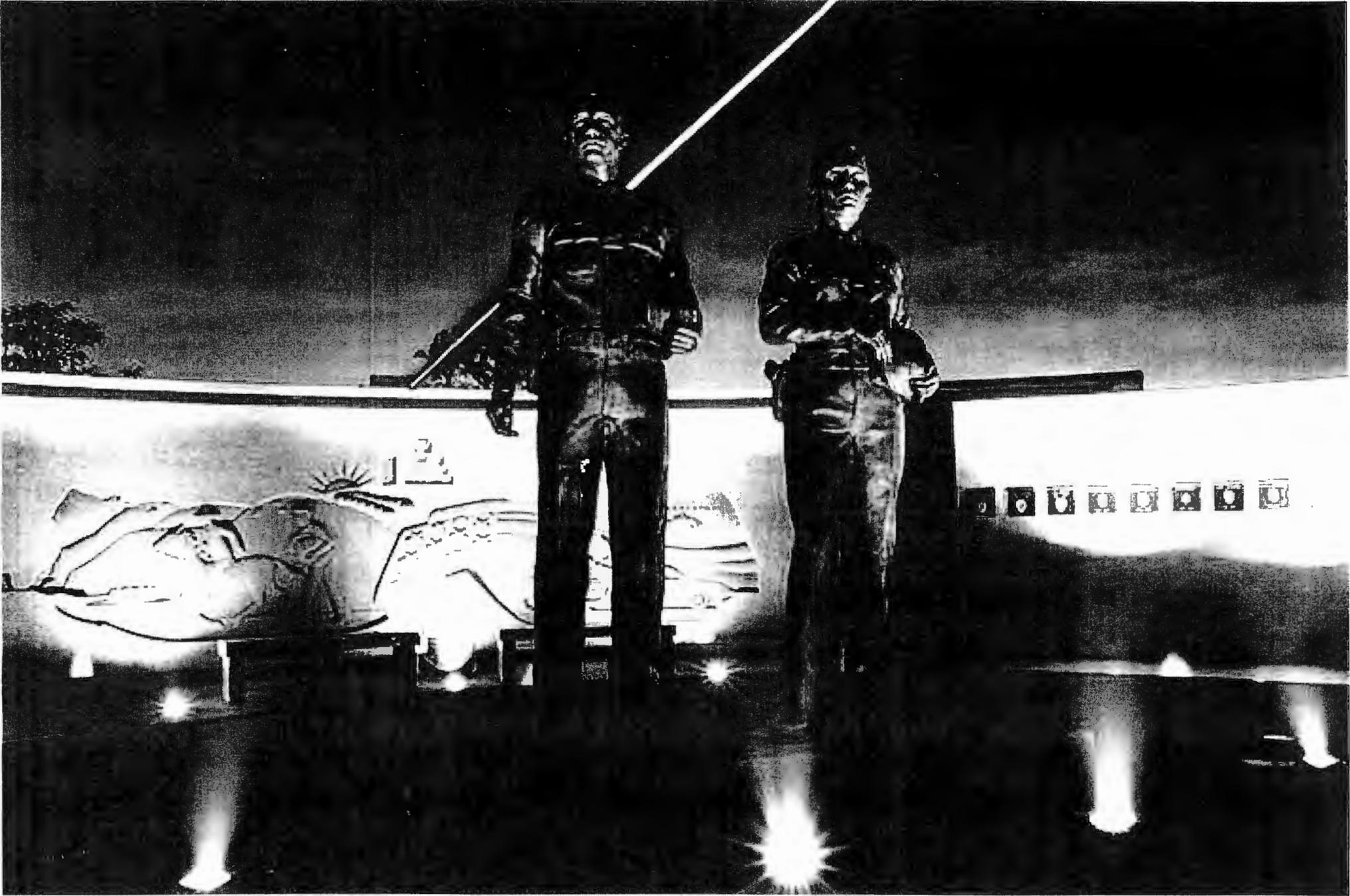


Shelter

8' bronze on 2' tiered base

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He moves forward as a public service, extending a hand to safeguard the public.



ATTACHMENT 2

GORDON
HUETHER

ATTACHMENT 2

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

2014 AAAE Arts in the Airport Workshop, "Trials, Tribulations & Triumphs of Integrating Art into Airports" San Francisco, CA
2011 American Institute of Architects Design Conference, "The Great Collaboration: Integrating Art & Architecture" Monterey, CA
2009 Stained Glass Association of America, "Stained Glass Then and Now" Oklahoma City, OK
University of San Francisco, School of Architecture, "Art in Architecture" San Francisco, CA
2008 Homeless Assistance Center, "Art Matters" Dallas, TX
2007 BECon Conference, "Making Art, Love and Money" Portland, OR
2006 Board Member, American Institute of Architects SF, Center for Architecture & Design
2005 Chairman, Planning Commission, Napa, CA
2002 President, Board of Trustees, Napa Valley Museum, Napa, CA
2000 Urban Art Commission & The American Institute of Architects, "Designing our Community Through Art in Architecture" Memphis, TN
1999 American Institute of Architects National Conference, Guest Lecture, "Public Art in America" Dallas, TX
1998 American Institute of Architects National Conference, "Redefining Contemporary Glass" San Francisco, CA
1997 Society for Environmental Graphic Design National Conference, Guest Lecture, San Francisco, CA
1996 PLANETREE Annual Conference, "Light and Color: Elements that Heal" San Francisco, CA

MOST RECENT SELECTED EXHIBITIONS

1997 – Present Resident Artist, Artesa Winery, Napa, CA
2012 – Present *Art On First*, Public Art Walk, Napa, CA
2010 – Present Public Art Walk, Yountville, CA
2014 *12 x 12*, Artamo Gallery, Santa Barbara, CA
2014 *Currents*, St. Supéry Estate Vineyards & Winery, Rutherford, 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 *In Nature's Light*, New York Hall of Science, New York, NY

AWARDS

2014 **Napa 9/11 Memorial**, CoDAWOrX Video Awards Top 100, Collaboration of Art and Design
2013 **John Muir Medical Center**, CoDAWOrX Awards Top 100, Collaboration of Art and Design
2010 Certificate of Merit, American Society of Interior Designers, California Peninsula Chapter
2009 **Gotta Go**, Jacksonville International Airport, Jacksonville, FL, Best Public Art in the United States, Americans for the Arts Public Art Network
2009 **The Bridge Homeless Assistance Center**, Dallas, TX, Featuring a Public Art Installation by Gordon Huether, Housing Committee Award for Special Housing, American Institute of Architects, Award for Community-Informed Design, Department of Housing and Urban Development
2006 **Stockton Arena Public Parking Structure**, Stockton, CA, Best Public Art in the United States, Americans for the Arts Public Art Network

SELECTED PUBLIC ART AWARDS:

- 2014 **Rockland County Office Building | AIPP Sculpture**, New City, NY
 Awarded by: Rockland County Art in Public Places
Oklahoma City Police Headquarters | Memorial Sculpture, Oklahoma City, OK
 Awarded by: Oklahoma City Office of Arts & Cultural Affairs
- 2013 **535 Mission Street**, San Francisco, CA
 Awarded by: Boston Properties
Wards Corner, Norfolk, VA
 Awarded by: City of Norfolk
Basketball Practice Facility, Oregon State University, Corvallis, OR
 Awarded by: Oregon State Arts Commission
Hatcher Road Streetscape Project, Phoenix, AZ
 Awarded by: City of Phoenix
University of Toledo Roundabout, Toledo, OH
 Awarded by: University of Toledo
- 2012 **Raleigh-Durham International Airport**, Raleigh, NC
 Awarded by: Raleigh-Durham International Airport
Parish Church St. Laurentius, Bobenheim-Roxheim, Germany
 Awarded by: Bistum Speyer, Episcopalian Building Authority
BART Oakland Coliseum Connector Station, Oakland, CA
 Awarded by: Bay Area Rapid Transit Authority
Henry Belmon Research Center, Oklahoma State University, Oklahoma City, OK
 Awarded by: Oklahoma Art in Public Places
Centennial Plaza Sculpture, Peoria, AZ
 Awarded by: City of Peoria
- 2011 **Century Napa Valley Cineplex, Cinemark**, Napa, CA
 Awarded by: Peter A and 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: City of Allen
- 2010 **Houston Police Department, Midwest Police Station**, Houston, TX
 Awarded by: Houston Arts Alliance, City of Houston
Sun Tran Bus Storage & Maintenance Facility, Tucson, AZ
 Awarded by: Tucson Pima Arts Council
South Patrol Station, Kansas City Police Department, Kansas City, MO
 Awarded by: Kansas City
The Canyon, TRAX Station, Salt Lake City International Airport, Salt Lake City, UT
 Awarded by: Salt Lake City, Utah Transit Authority
Millcreek Community Center, Salt Lake County, UT
 Awarded by: Salt Lake County, UT
- 2009 **Rostrum, Miramar Town Center**, White Rock, BC, Canada
 Awarded by: City of White Rock, 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 **O Wave, 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: Town of Chapel Hill
Napa Fifth Street Parking Garage, Napa, CA
 Awarded by: City of Napa
Jack London Square, Oakland, CA
 Awarded by: City of Oakland, Jack London Square Partners

- 2007 **Gotta Go, Jacksonville International Airport**, Jacksonville, FL
 Awarded by: Jacksonville International Airport Arts Commission
Richmond Civic Center, Richmond, CA
 Awarded by: 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, CA
 Awarded by: John Muir Health Foundation, City of Walnut Creek
- 2006 **Dallas Homeless Assistance Center**, Dallas, TX
 Awarded by: Dallas County
Marsh Creek Bridge, Brentwood, CA
Sacramento Regional County Sanitation District, Sacramento, CA
 Awarded by: Sacramento Metropolitan Arts Commission
The Collection, Burbank, CA
 Awarded by: City of Burbank, Champion Development
- 2005 **Salt Palace Convention Center**, Salt Lake City, UT
 Awarded by: Salt Lake County
- 2005 **Foothills Recreation & Aquatics Center**, Glendale, AZ
 Awarded by: Glendale Arts Commission
- 2004 **San Jose Fire Department Station 17**, San Jose, CA
 Awarded by: City of San Jose, CA
St. Josephs Hospital and Medical Center, Phoenix, AZ
 Awarded by: St. Joseph's Hospital and Medical Center
Issaquah Transit Center, Issaquah, WA
 Awarded by: Sound Transit Board
Arena Parking Structure, Stockton, CA
 Awarded by: City of Stockton
San Mateo Public Library, San Mateo, CA
 Awarded by: City of San Mateo
- 2003 **Polaris K-12 Alternative School**, Anchorage, AK
 Awarded by: Municipality of Anchorage
San Joaquin Council of Governments, Stockton, CA
 Awarded by: City of Stockton, San Joaquin Council of Governments
William P. Hobby Airport, Houston, TX,
 Awarded by: Houston Airport System, Cultural Arts Council of Houston and Harris Counties
BioMarin, Novato, CA
 Awarded by: BioMarin Pharmaceutical Inc.
- 2002 **Denver International Airport Child Care Center**, Denver, CO
 Awarded by: Denver International Airport Public Art Program
Aluminum Yucca, East Gateway Project, Albuquerque, NM
 Awarded by: City of Albuquerque, New Mexico Arts
Playground Fantastico, Napa, CA
 Awarded by: City of Napa, Napa Valley Arts Council
Sunnyvale Older Adults Center, Sunnyvale, CA
 Awarded by: City of Sunnyvale, CA, Sunnyvale Arts Commission
- 2001 **BART San Bruno Station**, San Bruno, CA
 Awarded by: Bay Area Rapid Transit Authority
Sacramento Midtown Parking Garage, Sacramento, CA
 Awarded by: Sacramento Metropolitan Arts Commission
SEPTA Frankford Transportation Center, Philadelphia, PA
 Awarded by: Philadelphia Arts Commission, Southeastern Pennsylvania
 Transportation Authority
- 2000 **Charles Schwab Building**, San Francisco, CA
 Awarded by: San Francisco Arts Commission, HOK Architects
Hickory Ridge Middle School, Memphis, TN

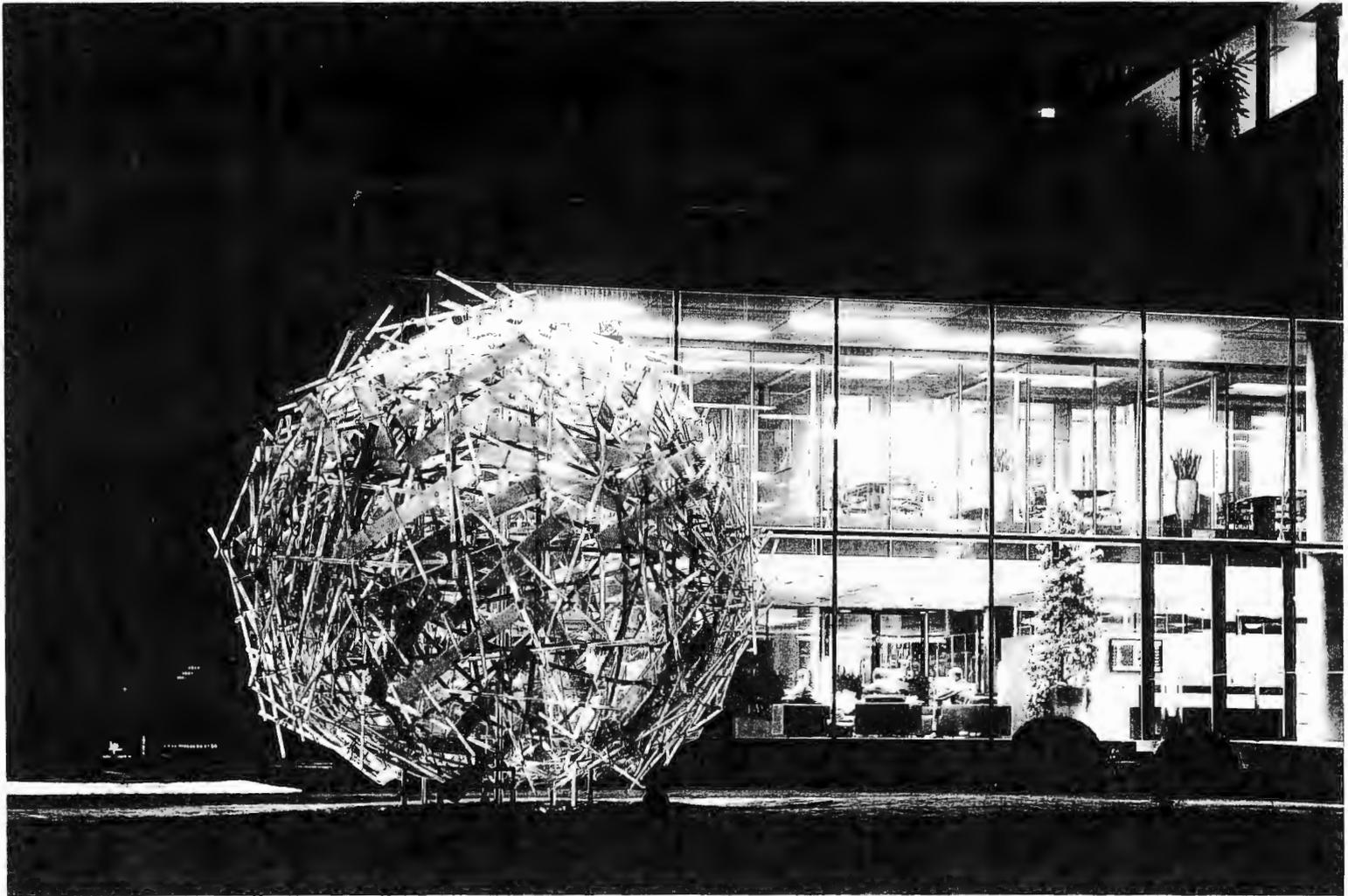
- Awarded by: Memphis Arts Council, Memphis City School Board
1999 **Recreation & Fitness Center, University of Oregon**, Eugene, OR,
 Awarded by: Oregon Arts Commission, Oregon University System
1998 **Mozart Corporation**, Mountain View, CA
 Awarded by: City of Mountain View, Korth, Sunseri, Hagey Architects
Widstoe Hall Science Learning Center, Utah State University, Logan, UT
 Awarded by: Utah Arts Council, Utah State University
1997 **Utah Transit Authority Delta Center Station**, Salt Lake City, UT
 Awarded by: Salt Lake City Arts Council, Utah Transit Authority Arts in Transit Program
Entertainment Partners, Burbank, CA
 Awarded by: City of Burbank, Daniel Chudnovsky Architects
Skaggs Biology Building, University of Utah, Salt Lake City, U
 Awarded by: Salt Lake City Arts, University of Utah

SELECTED PRIVATE COMMISSIONS

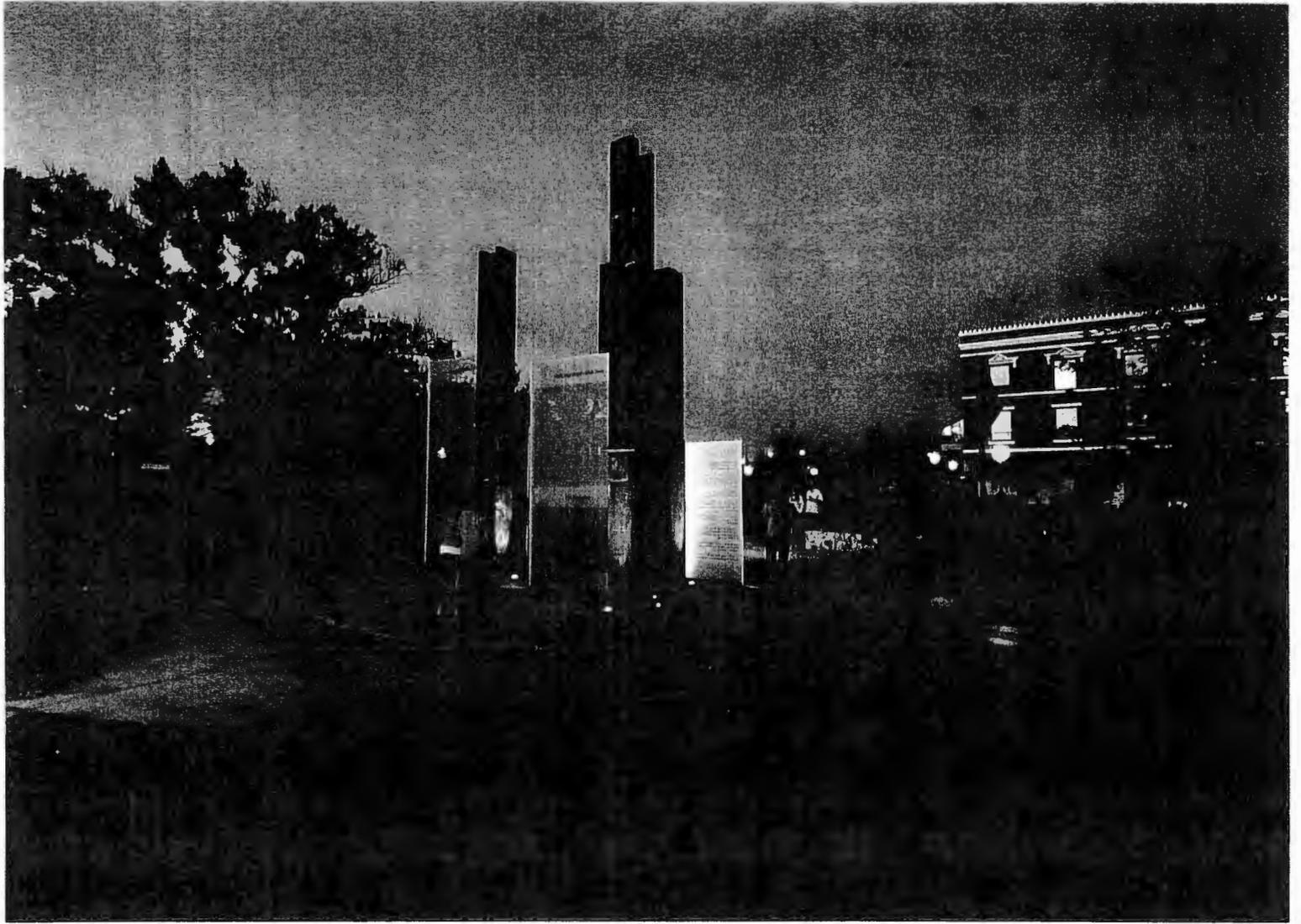
- 2014** **Provenance Hewitt Vineyards**, Rutherford, CA
 Commissioned by Provenance Hewitt Vineyards
Nichols Residence, St. Helena, CA
 Commissioned by John and Amy Nichols
Otton Residence, Napa, CA
 Commissioned by Terry and Nancy Otton
2013 **Congregation Beth Shalom**, Napa, CA
 Commissioned by: Congregation Beth Shalom
2012 **Fischer Residence**, Napa, CA
 Commissioned by: Joe and Karen Fischer
2011 **St. John the Baptist Catholic Church**, Napa, CA
 Commissioned by: St. John the Baptist Catholic Church
2010 **Jacober Residence**, New York City, NY
 Commissioned by: Joseph and Dana Jacober
Temple Beth Elohim, Wellesley, MA
 Commissioned by: Temple Beth Elohim
2010 **Vasudevan Residence**, Los Altos, CA
 Commissioned by: R. & Jayashree Vasudevan
2009 **Arburg GmbH & Co. KG**, Lossburg, Germany
 Commissioned by: Eugen Hehl
2008 **Christal Residence**, Carmel by the Sea, CA
 Commissioned by: Tom Christal
Warner Residence, San Jose
 Commissioned by: Mike & Laurie Warner
Gotschall Residence, Laguna Beach
 Commissioned by: Susan & Ed Gotschall
Weiss Residence, Big Sur, CA
 Commissioned by: Tim & Jean Weiss
2006 **Taft Residence**, Los Altos, CA.
 Commissioned by: Edward & Pamela Taft
Owens Residence, Elmhurst, IL
 Commissioned by: Gigi Owens
The Rock, St. Helena, CA
 Commissioned by: St. Helena Castle Investments
2005 **Devine Residence**, Laguna Beach, CA
 Commissioned by: Leason Pomeroy, L3 Architects
Sletten Regional Cancer Institute, Great Falls, MT
 Commissioned by: NTDStichler Architecture
Umpqua Bank, Napa, CA
 Commissioned by: The Gasser Foundation
Patin Residence, Irvine, CA
 Commissioned by: Nicolas Patin

- 2004 **Hospice of Napa Valley**, Napa, CA
 Commissioned by: Hospice of Napa Valley
UCSF Parnassus, Mofit-Long Emergency Center, San Francisco, CA
 Commissioned by University of California San Francisco
- 2001 **Congregation Beth Israel**, San Diego, CA
 Commissioned by: Congregation Beth Israel in conjunction with Austin Veum Robbins & Parshalle
- 2000 **The Glass Forest, TIAA-CREF Corporate Headquarters**, Charlotte, NC
 Commissioned by: TIAA-CREF in conjunction with - Hughes Good O'Leary & Ryan
UCSF Comprehensive Cancer Care Center at Mount Zion, San Francisco, CA
 Commissioned by: University of California at San Francisco Arts for Recovery Program
- 1999 **J Wine Company**, Healdsburg, CA
 Commissioned by: Judy Jordan in conjunction with Hall & Bartley
KPMG, Los Angeles, CA
 Commissioned by: KPMG in conjunction with BC Art Consultants
- 1998 **Art Hotels Sapporo**, Sapporo, Japan
 Commissioned by: Art Hotels Sapporo in conjunction with Killingsworth, Stricker, Lindgren,
 Wilson + Assoc. Arch.
Jewish Community Center of Long Beach, Long Beach, CA
 Commissioned by: The Jewish Federation of the Long Beach and Greater Orange County

PREVIOUS WORKS



gordon huether studio
a | matters



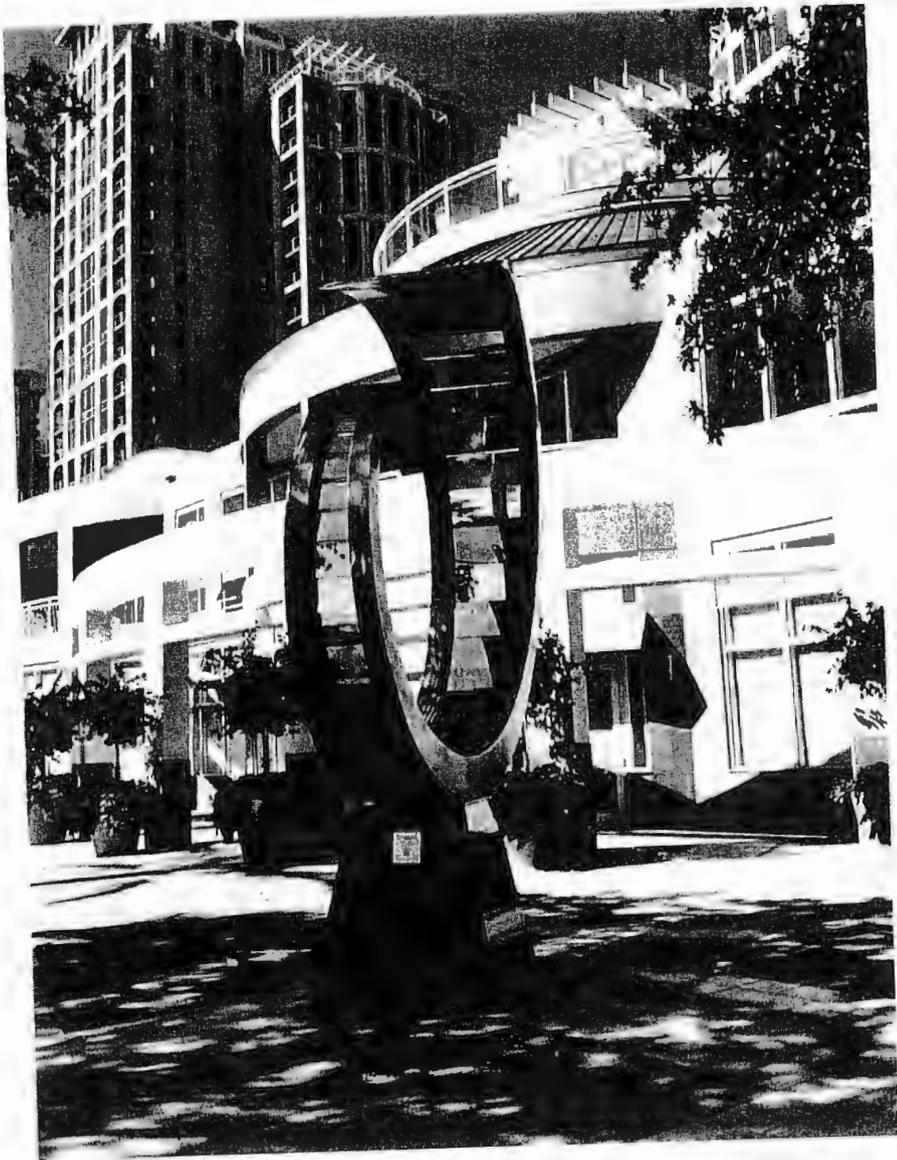
gordon huether studio

art matters



THE SCULPTURE IS A
WORK OF ART THAT
IS A PART OF THE
CITY'S HISTORY AND
CULTURE. IT IS A
MONUMENT TO THE
PAST AND A
SIGN OF THE
FUTURE.

gordon huether studio
art matters



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ARTWORK CONCEPT



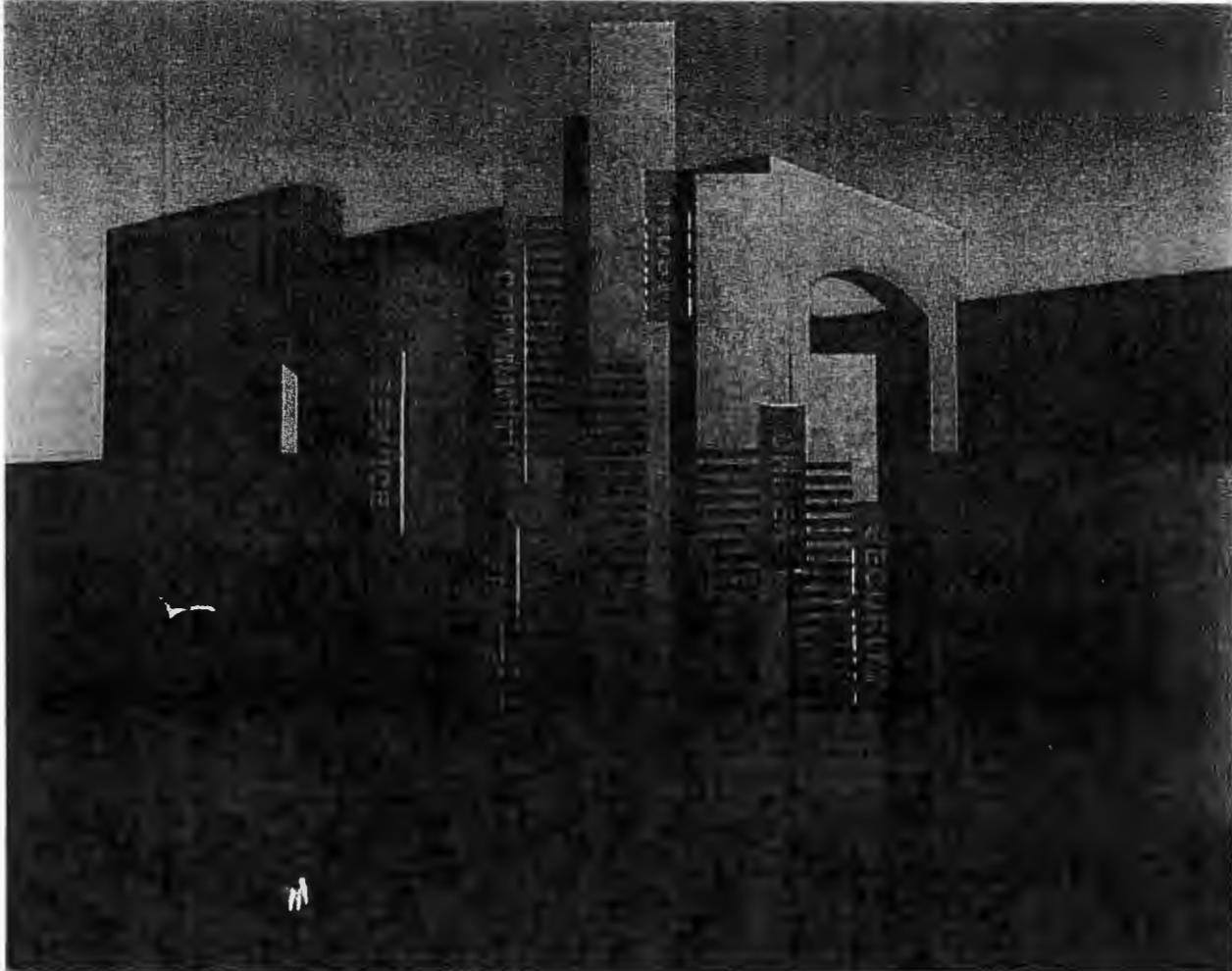
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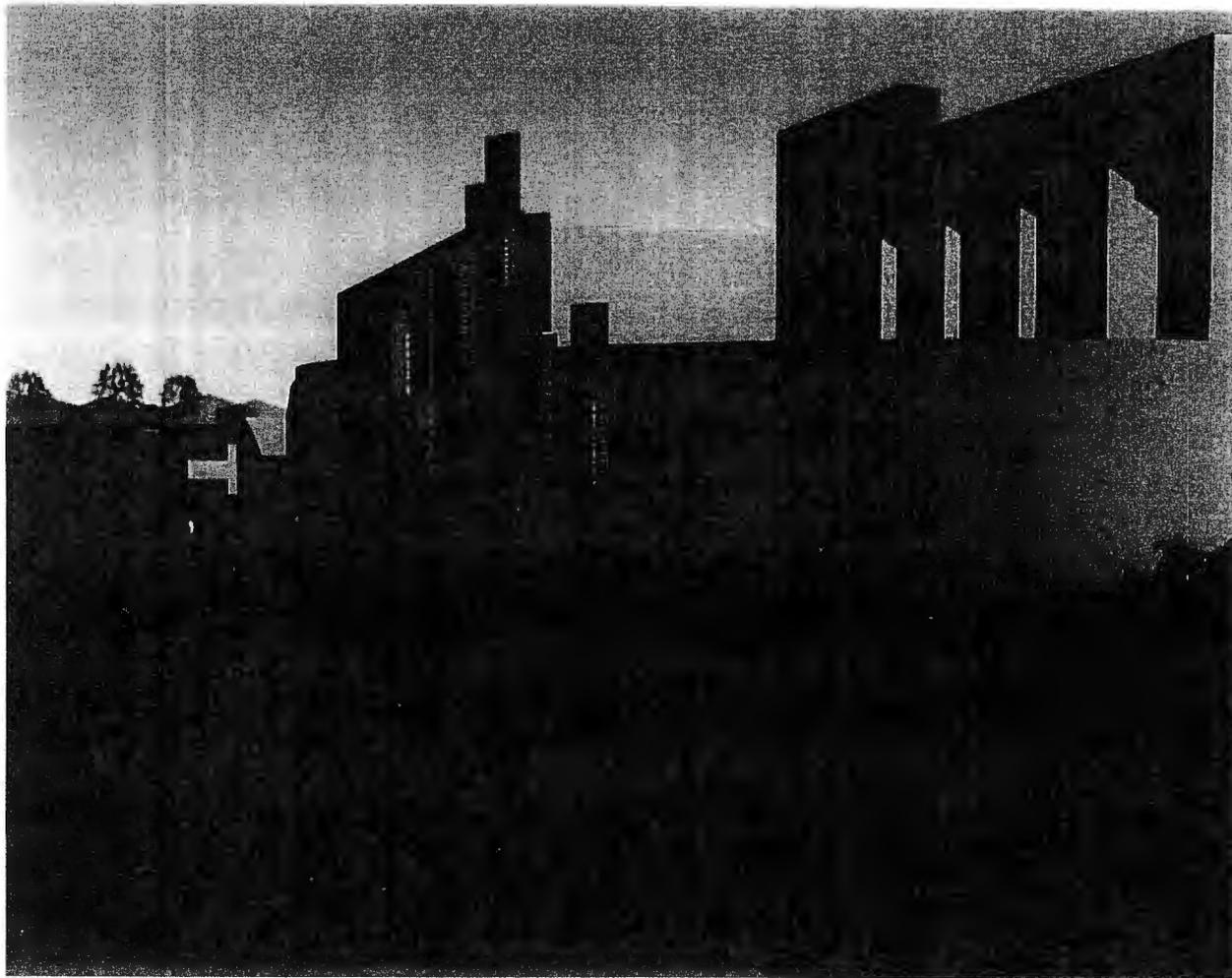
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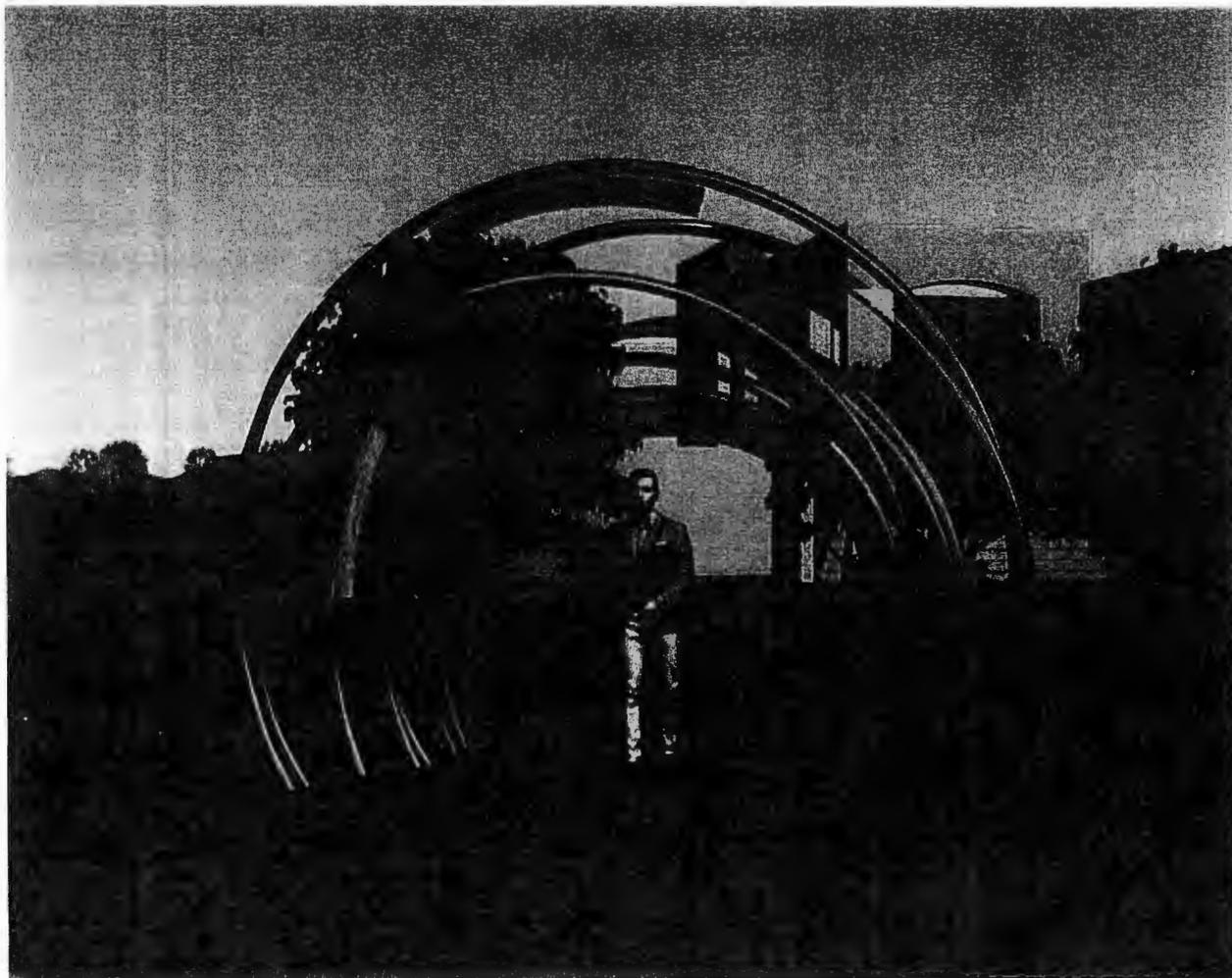


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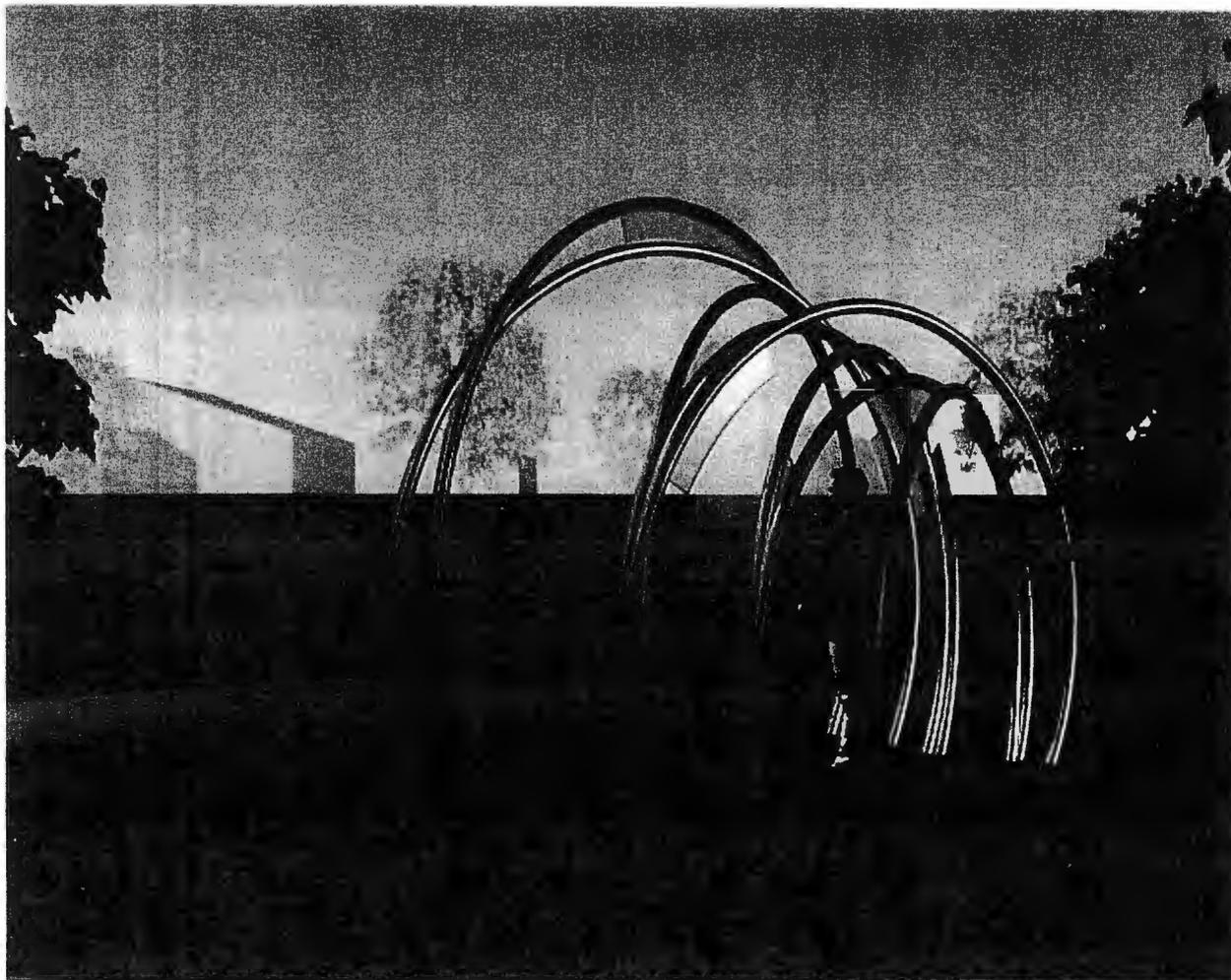
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GATEWAY



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ATTACHMENT 3

JON
KRAWCZYK

krawczyk sculpture

ARTIST BIO

Acclaimed sculptor Jon Krawczyk pushes the boundaries of his medium and transforms steel and bronze into a study of the human condition. He has been lauded for his ability to turn metal into biomorphic sculptures that seem to have a pulse all their own. Krawczyk draws inspiration from renowned artists such as Picasso, Henry Moore and David Smith. He is not only influenced by the obvious masterful techniques of these artists, but also by their philosophies of the sculptural process.

A graduate of Connecticut College, Krawczyk has studied fine art throughout Europe and apprenticed with various acclaimed sculptors. During the last 20 years, he has parlayed these life experiences into his artwork and aesthetic approach. Krawczyk's sculptures have been exhibited in galleries and public spaces across the United States, and are part of several private international collections.

JON KRAWCZYK RESUME / CV

Education

1992 B.A. Connecticut College, New London, CT

Solo Exhibitions

2008 Broadfoot & Broadfoot, NY, NY
2006 Lumina Gallery, Taos, NM
2004 Lumina Gallery, Taos, NM
KL Fine Art, Chicago, IL

Selected Group Exhibitions

2012 A New Leaf Gallery, Sonoma, CA
2010 Leslie Sacks Fine Art, Los Angeles, CA
Ezair Gallery, South Hampton, NY
Canyon Rd Contemporary Art, Santa Fe, NM
2008 Lawrence Asher Gallery, Los Angeles, CA
"Red Dot", Miami, FL
2007 "ConTempoRarities," Neiman Marcus, Honolulu, HI
"The SOFA Show," Chicago, IL
2006 Gallery C, Hermosa Beach, CA
2005 Art In Public Places, Stamford, CT
Chicago Contemporary, Chicago, IL
Palm Beach 3, Palm Beach, FL
2003 Issaquah, WA
Carillon Point, Kirkland, WA
Soicher Marin, Hawthorn CA
Art Miami, Miami FL
El Paseo Sculpture Exhibit, Palm Desert, CA
2002 Featured Sculptor, Canyon Road Contemporary Art
2001 KL Fine Arts, Chicago, IL
El Paseo Sculpture Exhibit, Palm Desert, CA
Colburn Schwartz, Los Angeles, CA
2000 Burlington County College, Burlington, NJ
Palm Springs Art Expo, Palm Springs, CA

krawczyk sculpture

- Texas A&M Art In Public Places, College Station, TX
- Featured Artist, The Wilson Art Show, Mountain Lakes, NJ
- 1999 Frankel Fine Art, West Palm Beach, FL
- El Paseo Sculpture Exhibit, Palm Desert, CA
- 1998 Gallery Blu, Palm Desert, CA
- Betsy Lane Sculpture Garden, Del Mar, CA
- 1997 Lumina Gallery, Taos, NM
- 1996 Canyon Road Contemporary Art, Santa Fe, NM
- 1995 Vale Craft, Chicago, IL
- Little Sadie's, New York, NY

Selected Public Art Commissions

- 2015 333 Brannan Identity Sculpture, Kilroy Realty, SOMA / San Francisco, CA
- Percent for the Art's Public Commission, Agoura Hills, CA
- Apple Inc. / LinkedIn Campus, Sunnyvale, CA
- 2014 San Francisco 49ers Stadium Commission, Santa Clara, CA
- Percent for the Art's Public Commission, Mountain View, CA
- 2013 Kilroy on Ice, Kilroy Realty, Bellevue, WA
- 2012 201 Identity Sculpture, Kilroy Realty, SOMA / San Francisco, CA
- 2011 Kilroy Realty, San Francisco, CA
- 9-11 Memorial Ground Zero, St Peters, New York, NY
- 2008 Hard Rock Hotel, San Diego, CA
- Trump Hotel, Las Vegas, NV
- Four Seasons Hotel, Washington, DC
- Four Seasons Hotel, St. Louis, MO
- Four Seasons Hotel, Half Moon Bay, CA
- Four Seasons Hotel, Mumbai, India
- Prudential Center, New Jersey Devils Stadium, Newark, NY
- 2008 Art & Public Space Percent for the Arts, Agoura Hills, CA
- 2005 Table Top Sculptures, MGM, CA
- Cross, Palm Desert, CA
- 2004 KPMG Warwick, New York, NY
- Deloitte & Touche, New York, NY
- 2003 Art Council of Brazos Valley, College Station, TX
- 2002 Homme Engineering Percent for the Arts, Palm Desert, CA
- Rosenblum Percent for the Arts, Palm Desert, CA
- 2002 Dale Poe Group Percent for the Arts, Agoura Hills, CA
- Deloitte & Touche, New York, NY
- 2001 The Westin Diplomat Hotel Lobby Fountain Project, Miami Beach, FL
- Texas A&M, State College, TX
- 2000 MGM Grand, Las Vegas, NV
- Deloitte & Touche, New York, NY
- Rankserve, Newbury Park, CA
- AT & T Park, San Francisco, CA
- 1999 Cheesecake Factory, Calabasas, CA
- 1998 Squad, Chicago, IL
- 1997 By Design, Santa Monica, CA
- R/D, Torrance, CA
- Lumina Gallery Gate Project, Taos, MN
- Jamison Gold, Marina Del Ray, CA
- McKay Mobile, Reno, NV
- 1996 Widner College 175TH Anniversary, Philadelphia, PA

krawczyk sculpture

Press and Publications

- 2011 Dilonno, Mark; "Ground Zero Cross Headed Back To The World Trade Center Site" Huffington Post, April 6
 Paumgarten, Nick; "All Together Now" The New Yorker, Sept 12
 Rosenblum, Dan; "A Replacement For The Ground Zero Cross Is Installed At St. Peters Church, Quietly And Uncontroversial" Capital, August 12
 Sisolak, Paul; "California Sculptor, Jon Krawczyk Creates 9/11 Cross For New York City" Malibu Times, May 23
- 2009 Davie, Audrey; "Slap Shot Sculpture Scores for Devils" Recorder Community Newspapers
 Devore, Kim; "Jon Krawczyk", Malibu Times, Summer
 Read, Philip; "Hockey Sculpture Arrives at The Rock" The Star Ledger, August 18th
- 2008 "Jon Krawczyk: The Hills Are Alive With The Sound Of Grinding Steel," THE Magazine, September
 Dambrot, Shana; "A Taste Of Malibu @ Jon Krawczyk's Studio," FLAVORPILL (on line), May 25
 "The Valley's New Vibe," ENTRÉE MAGAZINE, Fall
 Di Ionno, Mark; "This 'Devil' Scores One For A Sculptor Fan And Newark," THE STAR LEDGER, July 19
 Devore, Kim; "Jon Krawczyk", Malibu Times, Summer
 Downs, Maggie; "Jon Krawczyk Forms His Sculpted Vision," THE DESERT SUN, March 30
 "Local Sculptor Unveils Latest Creation," MALIBU SURFSIDE NEWS, May 29
 "Making Waves: NJ Devils Commission, Sculptor Jon Krawczyk '88," DELBARTON TODAY, Spring/Summer
- 2007 Clark, Erin; "Jon Krawczyk: Fire and Ice," ARTWORKS, Winter
- 2005 WESTLAKE MAGAZINE, March
- 2003 DESIGN JOURNAL, January/February/March
- 2001 CONNECTICUT COLLEGE MAGAZINE, New London, CT
- 2000 REGION, College Station, TX
- 1999 DAILY BREEZE, Manhattan Beach, CA
 MANHATTAN ARTS INTERNATIONAL, New York, NY, July-August
- 1996 THE, Santa Fe, NM, June
- 1995 NEW YORK POST, New York, NY
 PASATIEMPO, Santa Fe, NM, April

Television Appearances

NY1
 Staten Island 1
 Fios 1
 NBC News, New York
 Fox News
 Monster Garage
 Joan Quinn Chronicles
 MSG Network
 ESPN
 NHL Tonight

All of Us
 Freddie
 How I Met Your Mother
 The Worst Week of My Life
 The Class
 The Apostles

Film

Planet b-boys
 Art School Confidential
 G.I. Joe: Dark Sky
 Obsessed

Artwork on Television

Six Feet Under
 It's All Relative
 Judging Amy

Commercial

L'Oreal
 Infinity

PREVIOUS WORKS

krawczyk sculpture



Jon Krawczyk, *Untitled*, 2014
Orbital Sanding Finished
Stainless Steel, 22 x 12 x 10 feet

Location: 690 E Middlefield Rd,
Mountain View, CA 94043
Project Budget: \$150,000

© 2014 Mountain View Police
Police Services Center

krawczyk sculpture



Jon Krawczyk
Kilroy on Ice, 2013-14
Polished Stainless Steel
8 x 8 x 8 feet

Location: Bellevue, WA

EXHIBIT 10
MAY 19 2014

krawczyk sculpture



Jon Krawczyk, *Stanley (aka "Iron Man")*, 2008-2009
Stainless Steel, 24 x 36 x 16 feet, Prudential Center, Newark, NJ

krawczyk sculpture



Jon Krawczyk, *Untitled (Agoura Hills)*, 2005, Stainless Steel, 6 x 6 x 5 feet

ARTWORK CONCEPT

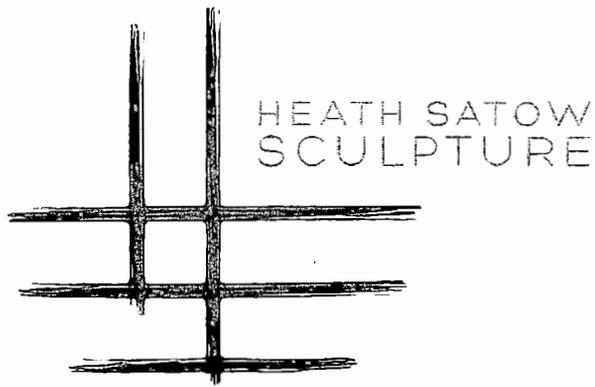


ATTACHMENT 4

HEATH
SATOW

(recommended artist)

ATTACHMENT 4



1218 S SANTA FE AVE
LOS ANGELES CA 90021
626.318.5950

WWW.PUBLICSCULPTURE.COM
HS@PUBLICSCULPTURE.COM

RESUME

Personal

Heath Satow was recently recognized for his “innovative and creative contribution in the field of public art”, with the sculpture Ripple, winning the 2012 Americans for the Arts' Public Art Network Award. With a foundation in both design and art, Satow prefers to work in the public sphere. His work with zoos, airports, museums and other highly trafficked spaces are excellent examples of public art that provides a unified site experience and establishes a sense of place.

Art is the place where ideas are expressed to the world, whereas design is informed by the audience; one goes out, the other comes in. Public art requires both design and art, it requires the expression of new ideas to an audience while keeping the needs of that audience in mind. This is not a compromise: it's a different way of working.

Inspired early in his career by Martin Puryear and Anish Kapoor, Satow is keenly in touch with the skill of craftsmanship and the singularity of materials that creates a focus on form, an importance of the object itself outside of any narrative. Engaging the viewer with that “importance of the object” is his first goal when creating public art: the audience has to *want* to look at it. Their first reaction should be a desire to see more; to explore the work. There needs to be a “wow” factor in place to pull them in. Beyond that, the work has to reveal itself in layers rather than all at once. Public art has a varied audience; from the “wow” people that see it only once while rushing to a meeting, to people that see the same work each day and are afforded the opportunity to peel back the layers and experience the nuances of the piece. Heath Satow's work is for both audiences.

Satow works primarily with mirror-polished stainless because of the visual variety it offers daily. As natural light changes, as the colors of the seasons change, even as people's fashion changes, all these permutations are literally reflected in the work. The art is never quite the same from moment to moment. The curved facets of the sculptural surfaces pull apart our visual surroundings, distort and re-order them in unexpected ways, creating a new interpretation of the world we usually tune out and take for granted. Satow's intention with these pieces is to tune us back in.

Education

- 1987-1991 School of Design, North Carolina State University – Graduated with honors with a concentration in sculpture. Received 1991 Faculty Award for Excellence in Design.
- 1988-1993 Apprenticed under sculptor Thomas Sayre at Clearscapes in Raleigh, North Carolina

Experience

Satow's initial practical world experience ran concurrently with his college education by working at Clearscapes Sculpture Studio during his studies. Upon graduation he was promoted to Studio Director, overseeing design, budgeting, fabrication, and installation of all projects, including several large-scale public art pieces. After two more years of successfully running the studio, he left to begin his full time career creating public sculpture in 1993. Since then, his studio practice has been primarily focused on creating artwork for the public.

Works In Progress

***Palm Springs and Cathedral City, CA – Bridge Projects* Est. completion: 2016**

Nearly 1.5 miles of sculpture, with challenges that included creating work of a scale and detail that could be appreciated at both a pedestrian level and at 55mph. Designs were unanimously and enthusiastically approved by the arts councils of both cities involved in the projects. Art budget: approx. \$2,200,000

***Dublin, CA – Elatus* Est. completion: 2016**

Thirty-foot tall mirror-polished stainless steel sculpture for an athletic park. Loosely referencing the Winged Victory of Samothrace, the highly polished mirror-finished surface of *Elatus* expresses athletic triumph; the celebration of joy and glory – when game and athlete become one. Budget: \$250,000

***Anchorage, AK – Inflorescence* Est. completion: 2016**

Inspired by sunflower patterns, Inflorescence is a mirror-polished stainless steel sculpture for the University of Alaska, Anchorage's ConocoPhillips Integrated Science Building. The facets of each “seed”, “atom” or “cell” create little individual paintings of the world, each one interpreting the same world around it, but each one unique in what it shows us. The sculpture encourages physical interaction with the piece. The viewer can walk directly inside the piece, seeing their own reflection multiplied hundreds of times. The interior becomes self-reflective, interpretations of interpretations. An interactive lighting program utilizing activity sensors is integral to the work. Budget: \$500,000

***Tacoma, WA – YES* Est. completion: 2015**

Mirror-polished, twenty-foot tall stainless steel contemporary sculpture that will serve as an iconic marker for Bates Technical College's newest campus building. Art budget: approx. \$75,000

Recent Public Projects

***Los Angeles, CA – Wish* 2014**

25-foot tall Corten (weathering) steel and stainless steel representations of dandelion seeds. Children have been picking dandelion flowers that have gone to seed, blowing and “making a wish” for centuries.

It is that very concept of focusing thought, gathering energy and releasing it into the world which provides the inspiration for this sculpture. Budget: \$170,000

El Paso, TX – El Paso Zoo

2012

A captured moment of excitement, this twenty-foot tall sculpture is of a Harris Hawk in pursuit of its prey, the moment before it strikes. Budget: \$170,000

City of Rosemead, CA – 9/11 Memorial

2011

Stainless steel sculpture made up of almost 3,000 elements, incorporating an I-beam from the World Trade Center. Budget: \$60,000

Icheon, South Korea – Hot Springs Park centerpiece sculpture

2011

Two-ton stainless steel sculpture created on-site for the Icheon International Sculpture Symposium, and chosen upon completion to be the centerpiece sculpture for the park. Project valued at \$60,000

Other Selected Commissions

Rancho Palos Verdes, CA – Muse

2013

An iconic marker for the Palos Verdes Art Center, Muse is an eighteen foot tall figure made from mirror-polished stainless steel. Budget: \$60,000

Los Angeles, CA – Ripple

2011

Twenty-foot long aluminum and granite wall sculpture emulating droplets of rain rippling the surface of a pond, in the style of a Japanese Zen garden. ***Winner of the 2012 Americans for the Arts' Public Art Network Award*** Budget: \$68,000

Palm Desert, CA - Tumbling Weed

2008

Five playful stainless steel sculptures at the edge of a development. Budget: \$100,000

Cirque du Soleil, Las Vegas, NV – Magic Trees

2008

Three life-size rusted steel tree sculptures for a new Cirque du Soleil show in Las Vegas, NV. Budget: \$32,000

Dubai, UAE - Projects for Dubai Industrial City

2007

Five story tall stainless steel hanging mobile and floor-level sculpture representing the mission of this new “city” in Dubai. Total budget: \$110,000

Palm Desert, CA - Ce N'est Pas Une Lizard

2006

Thirty-foot long by twelve foot tall steel and stainless steel entry sculpture for Palm Desert. Budget: \$89,000

Dubai, UAE, Dubai Aluminum – Rising

2005

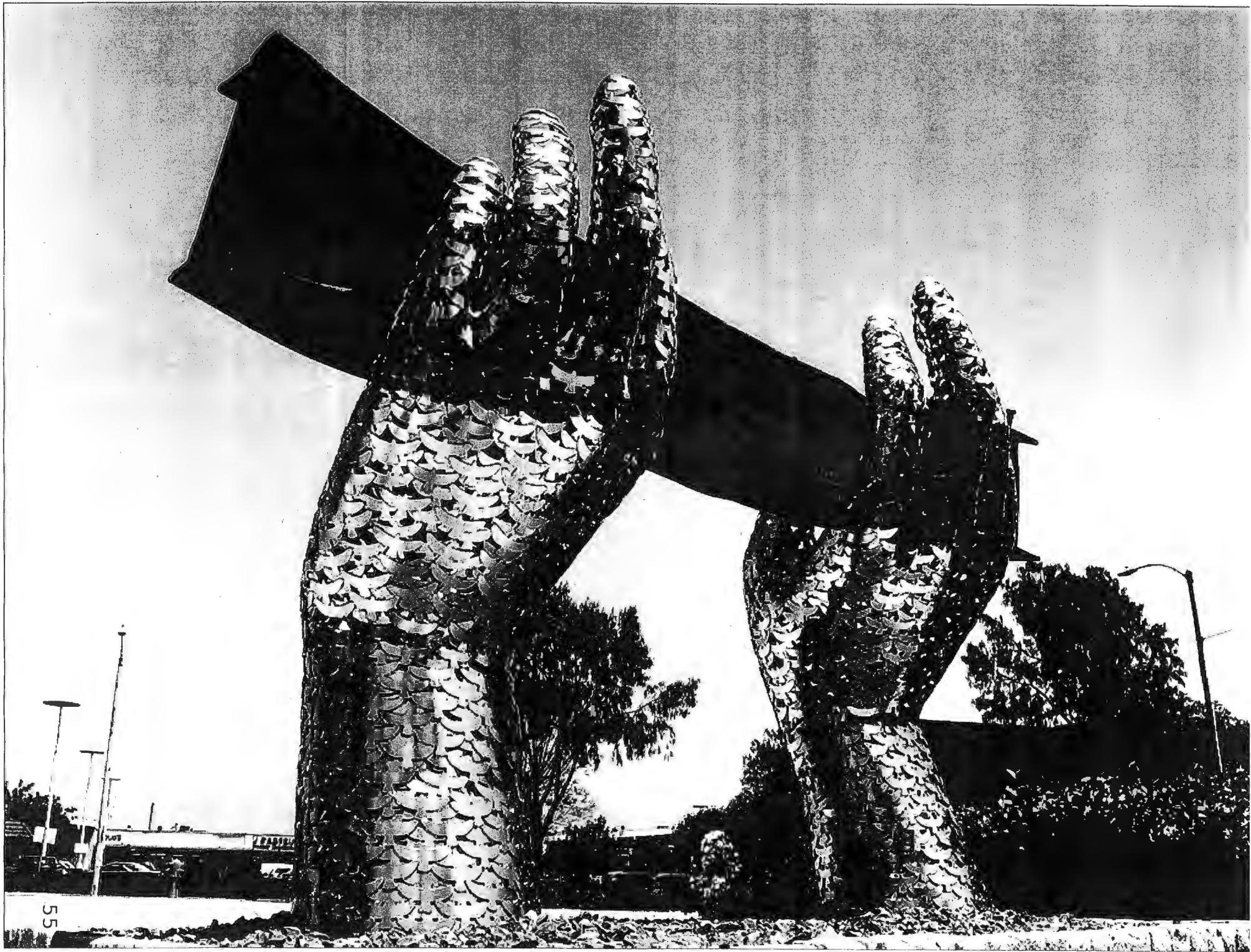
Nine-foot tall, 1500-pound aluminum sculpture for Dubai Aluminum Company Ltd. created for the 25th anniversary of the company and presented to His Highness Sheikh Hamdan. Budget: \$110,000

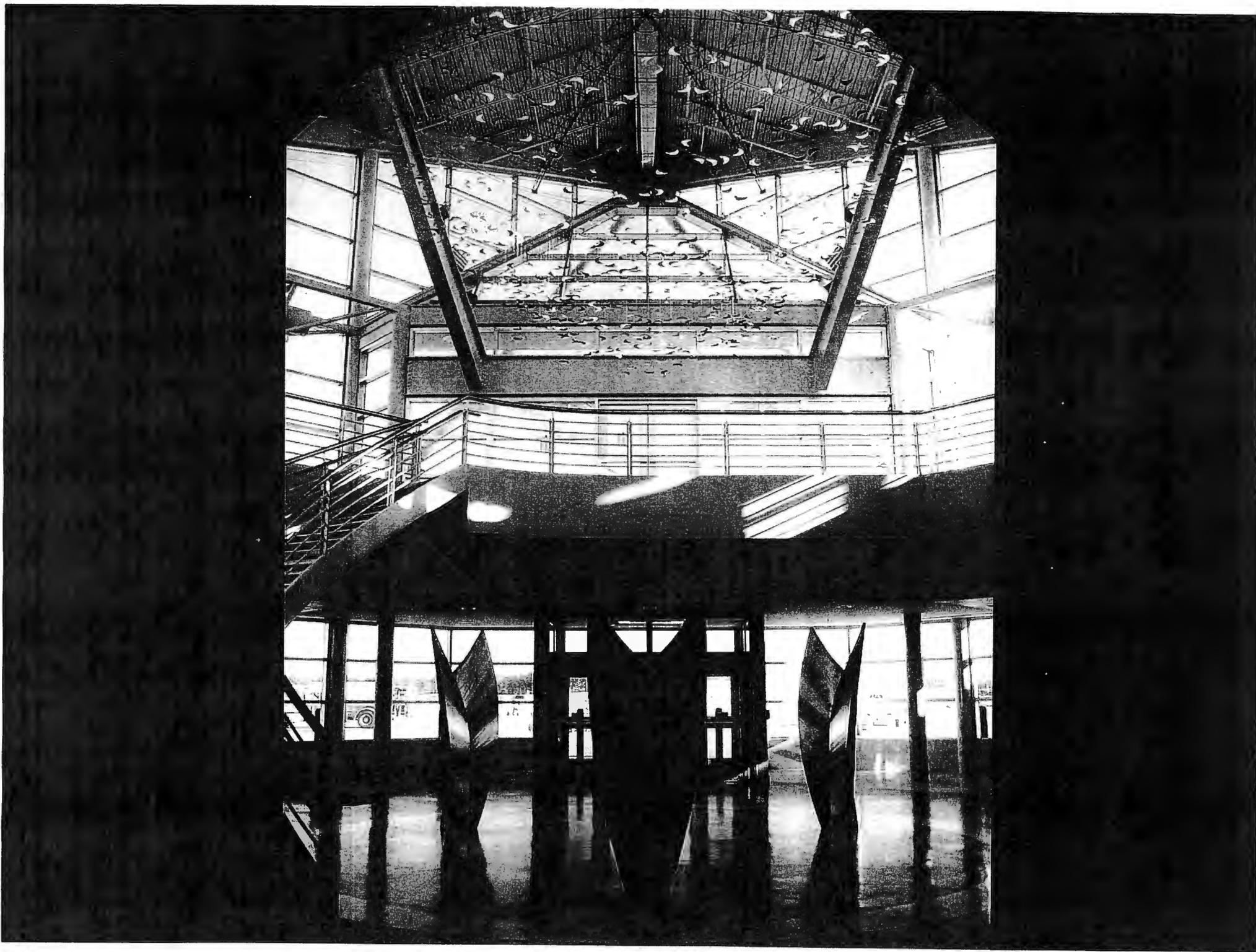
Denver Zoo, Denver CO – Animals

2004 - 2005

Twenty-two life-size stainless steel animal sculptures for the entry plaza. Budget: \$225,500

PREVIOUS WORKS





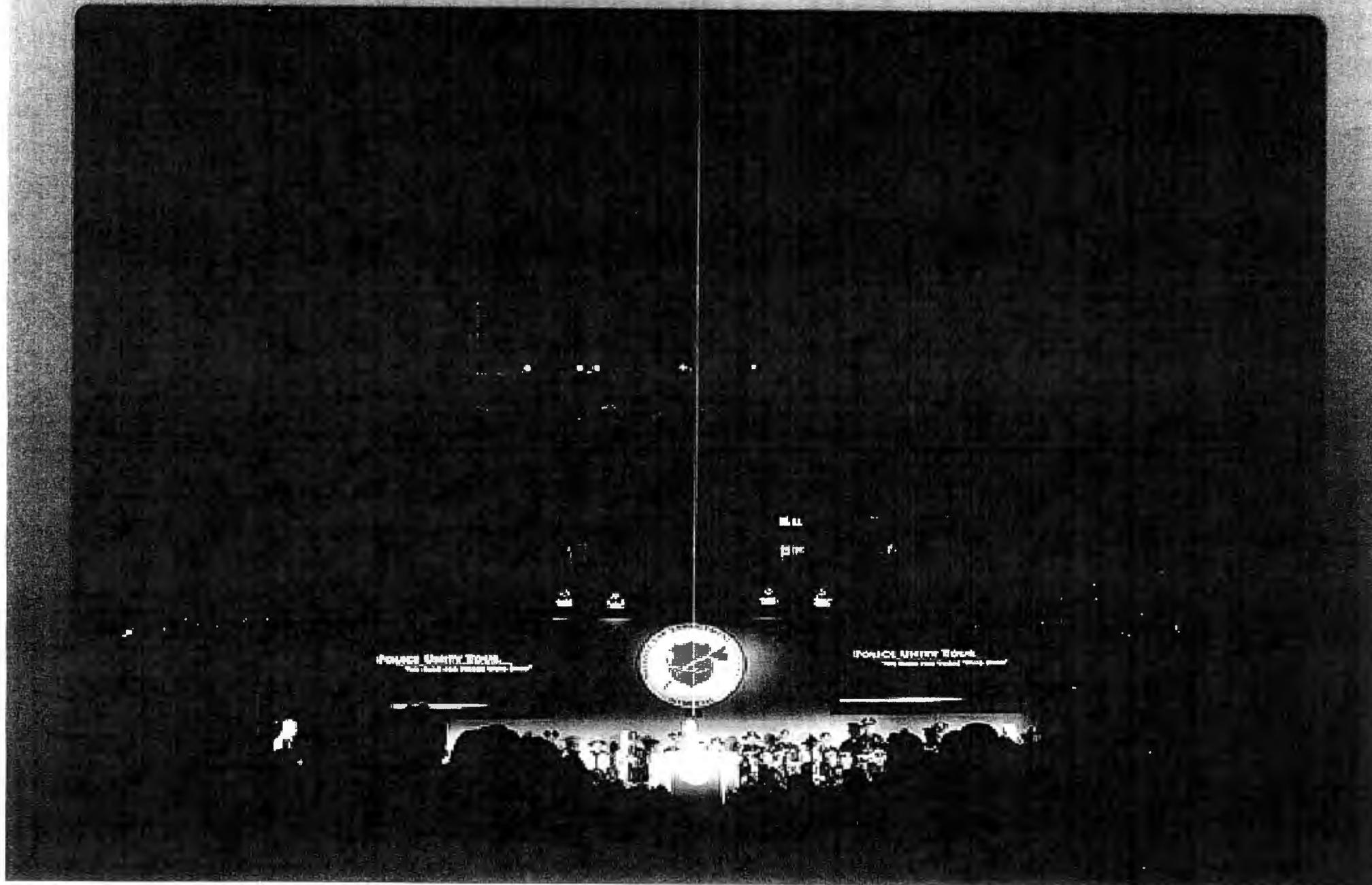




ARTWORK CONCEPT

THIN BLUE LINE

INSPIRATION



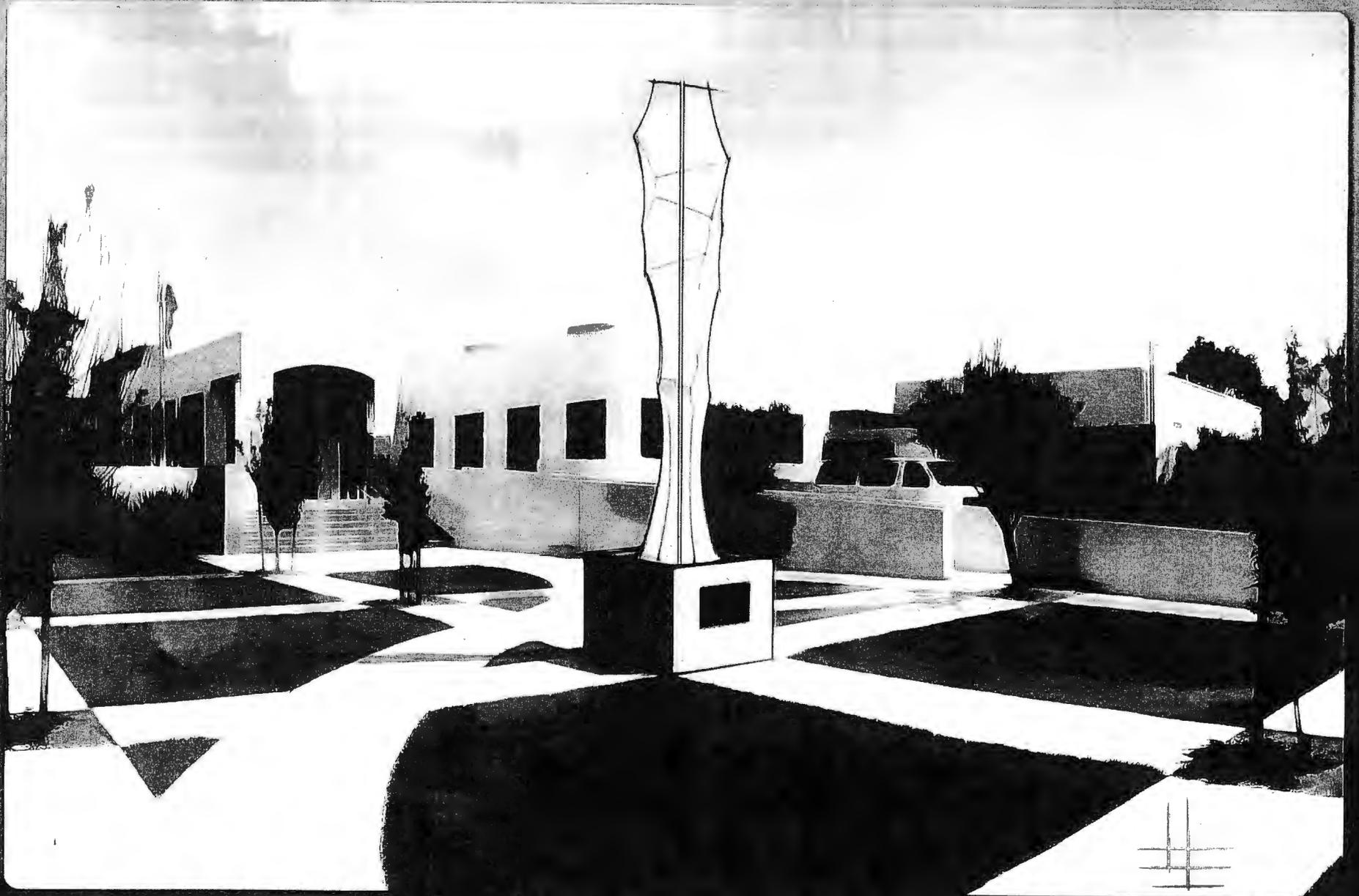
ELATUS

HEROIC FIGURATIVE FORM



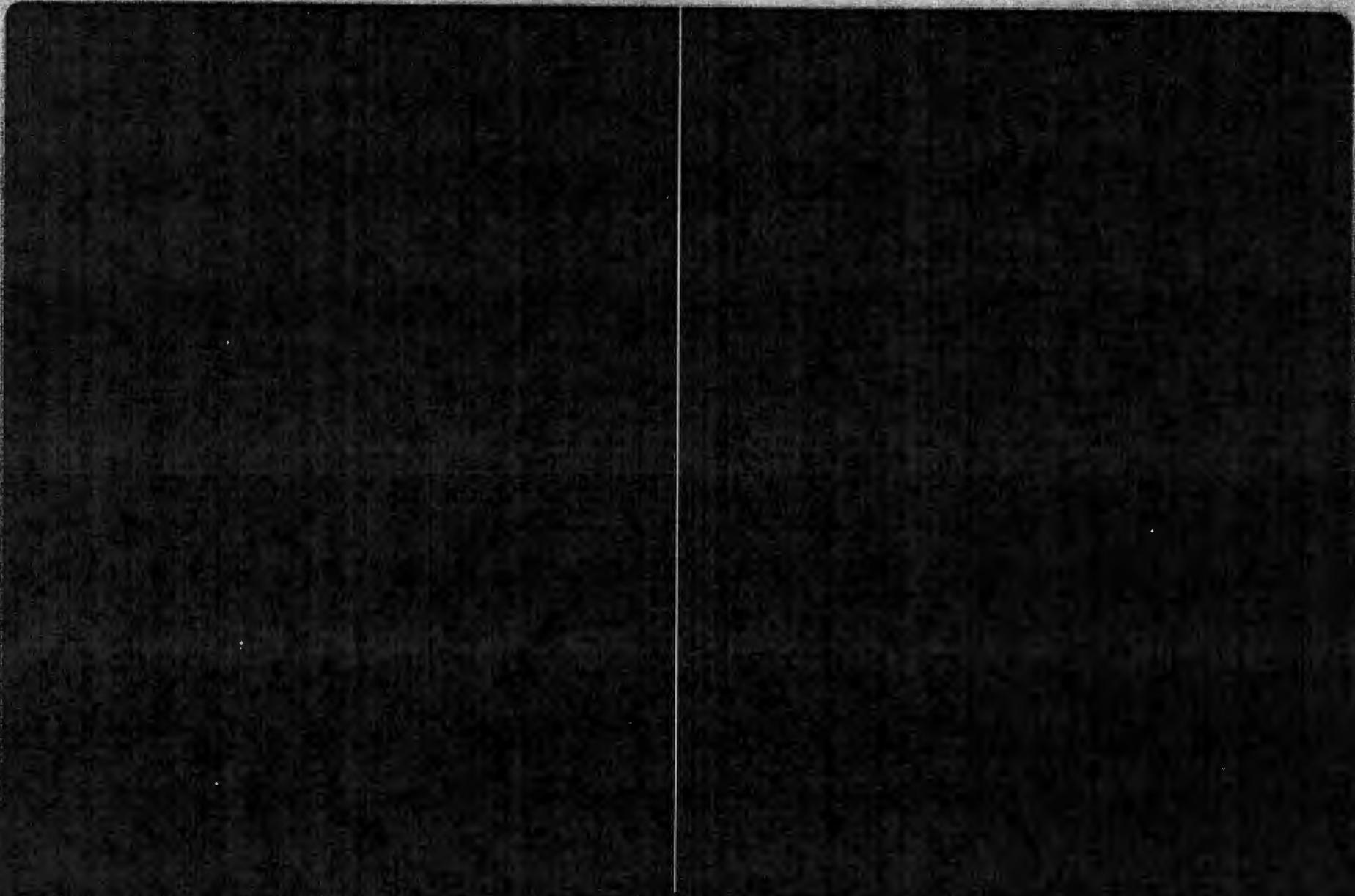
THIN BLUE LINE

CONCEPTUAL APPROACH



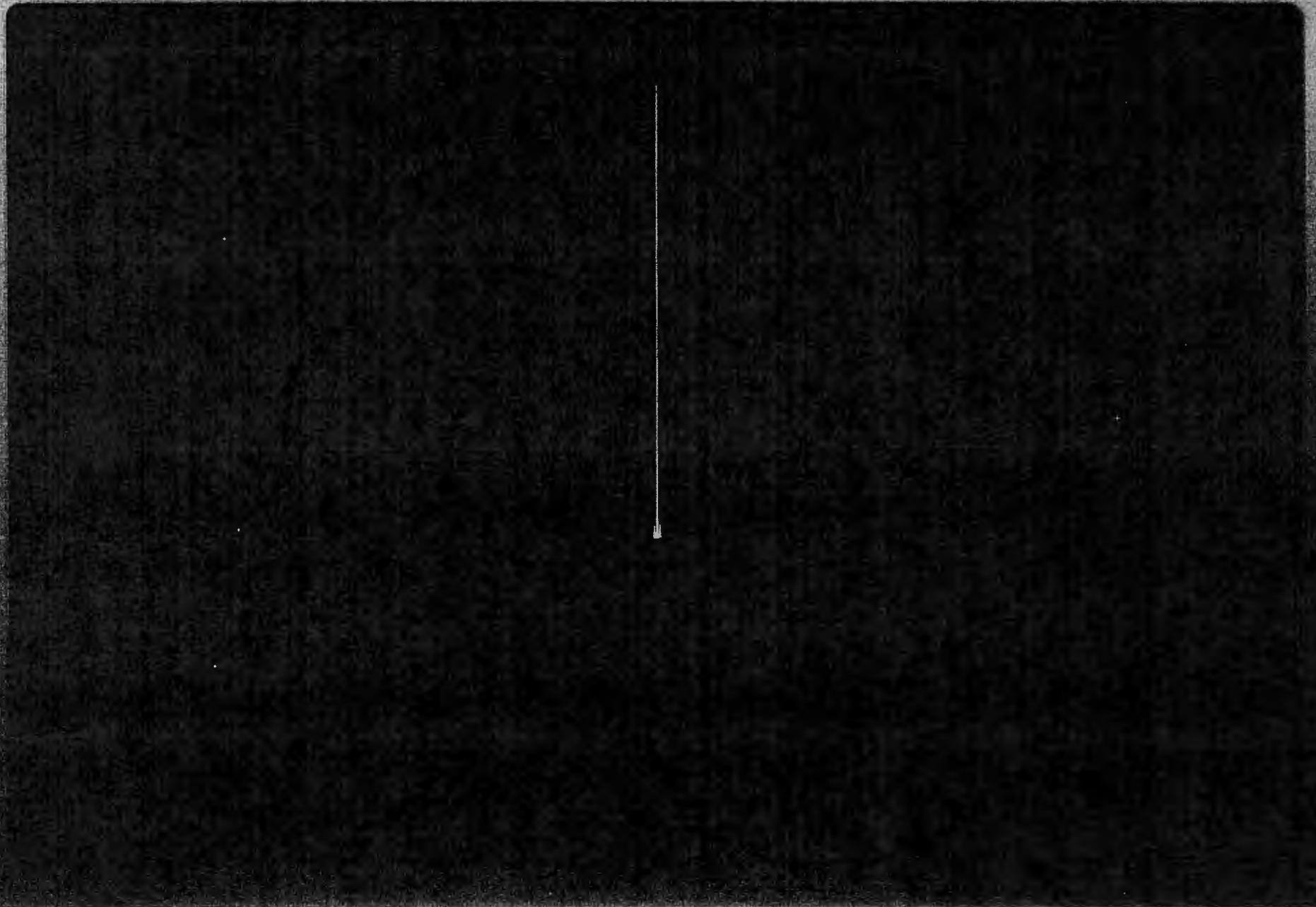
HEATH SATOW

WWW.PUBLICSCULPTURE.COM



THIN BLUE LINE

EVENING



ATTACHMENT 5

ROGER
STOLLER

ATTACHMENT 5

Roger White Stoller resume

PUBLIC ART

Currently Under Construction

- 2014: Zoo – El Paso, TX

Public Installations

- 2014: PCH Roundabout – Carlsbad, CA
- 2013: University Campus – San Angelo, TX
- 2013: Public Library - Palo Alto, CA
- 2013: Ford Center - Evansville, IN
- 2012: Public Library - Bowie, MD
- 2011: Streetscape - City of South San Francisco, CA
- 2011: Solar Arbor – SJSU & City of San Jose, CA
- 2009: Public Library – City of Allen, TX
- 2009: Lobby, Market Building Jack London Sq. - Oakland, CA
- 2009: Airport Gateway - City of Stockton, CA
- 2006: Music Center at Strathmore – Montgomery County, MD
- 2002: ALZA / Google - City of Mountain View, CA

National Juried Competitions

- 2014 finalist: Fire Station, Tamarac, FL • Community Center, Cherryland, CA Gateway, Ashland, OR • CSUC Campus, Chico, CA
- 2013 winner: Roundabout, Carlsbad, CA, Finalist: Airport, Jackson Hole, WY
- 2012 finalist: Greenspace, Fairbanks, AK • Mirassou Winery, San Jose, CA • Aquadic Center, Surrey, BC, Canada
- 2011 winner: Angelo State University – San Angelo, TX • Ford Arena - Evansville, IN • Streetscape - South San Francisco, CA • 2011 finalist: Edmonton, Canada; Logan, UT
- 2010 winner: Public Library, Bowie, MD; Public Library, Palo Alto, CA finalist: Salt Lake County, UT; Ogden, UT
- 2008 winner: Lobby - Jack London Sq. Oakland, CA; Public Library - Allen, TX finalist: Tamarac, FL; City of Madison, WI; Fairbanks AK
- 2007 winner: Airport Gateway - City of Stockton, finalist: Johnson Controls Inc. – Glendale, WI; Whitewing Estates - Phoenix, AZ; City of Newport Beach, CA; City of Roanoke, VA.
- 2006 proposals: Toledo, OH; Wilmington, DE
- 2005 winner: Music Center - Montgomery County, MD, 2005 finalist: City of Sacramento, CA
- 2002 winner: Streetscape - City of Mountain View, CA

COMMISSIONS

- 1999 – 2014 -numerous sculptures: cast bronze, limestone, granite, steel, slumped & cast glass, , sculptural railings & gates, inlaid paved sculpture, water & light sculpture

EXPERIENCE

- Artist/Principal: Stoller Studio, Inc. 1996 - Present
An independent studio creating fine art and functional sculpture. Specializing in bronze casting, steel fabrication & stone sculpture, the work is an ongoing exploration into

Roger White Stoller resume

nature, industry & art. Projects include indoor and outdoor work for public, corporate and residential settings.

Principal: PRAXIS Product Design, Inc. 1991- 1996

- Co-founder of PRAXIS: a full service product design and development consultancy. Involvement in the product development process: from planning and concept through product engineering and tooling. Specific responsibilities included executive project management, industrial design, identity design, product graphics, marketing, sales, and administration.

• Principal: Stoller Design 1984 - 1991

Provided clients with a wide range of industrial design and corporate identity services, including product identity and conceptualization through prototyping and production. Clients ranged from the computer, electronics and biomedical industries in the California's Silicon Valley to the contract furniture industry in the mid-western and eastern United States.

• Lecturer: Art & Design Dept. - San Jose State University 1987-92; 1998-2000

Industrial Design Foundations Studio: created this pivotal course, which set the tone for the rebuilding of the current award-winning industrial design program. Combined design and sculptural conceptualization with hands-on machine shop and foundry experience.

• Industrial Designer: Atari Inc., Corp. Design Research Group 1982 - 1984

Design projects in the areas of home video, videodisk electronic merchandising, arcade interiors, furniture and electronic display design.

• Personal Assistant: R. Buckminster Fuller 1975 - 1980

Traveling companion & model builder assisting Fuller on his travels throughout the world. Design & management on projects including development of Fly's-Eye Dome for mass-produced housing to kinetic models of Synergetic Geometry for exhibit at the *Cooper-Hewitt/Smithsonian National Museum of Design*. Public installations of full-scale prototype domes in Colorado, California, & Bali, Indonesia.

Selected Project: Cooper-Hewitt/Smithsonian National Museum of Design: worked in and out of *Isamu Noguchi's* studio (Fuller & Sadao Architects was located in Noguchi's building) to design and build the kinetic models for Fuller's exhibit, which was part of the opening exhibition at the museum. This inadvertent, yet intimate, exposure to Noguchi's sculpture proved to be a pivotal experience for Stoller. 1976

EDUCATION

• Art Center College of Design, Pasadena, CA: B.A. Product Design 1978-81

• SJSU, San Jose, CA: Foundry (2 years): Advanced Sculpture 1996-98

• Sonoma State University: (2 years): Physics & Anthropology major 1972-74

• Chapman College: (4 mo.) Africa & Asia: Anthropology major 1972

PRESS

<http://www.stollerstudio.com/Press.html>

References provided upon request

PREVIOUS WORKS

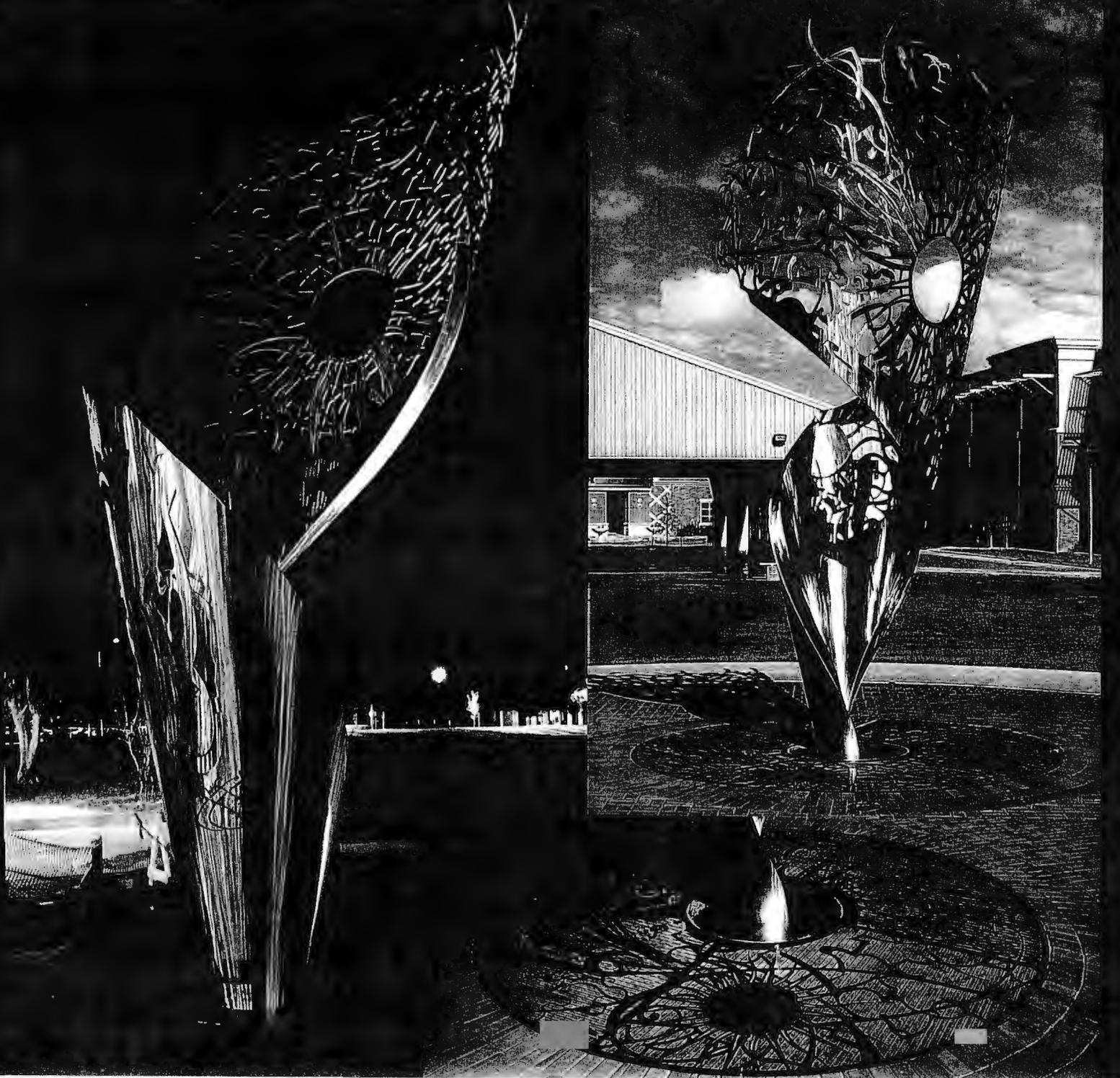


Coastal Helix

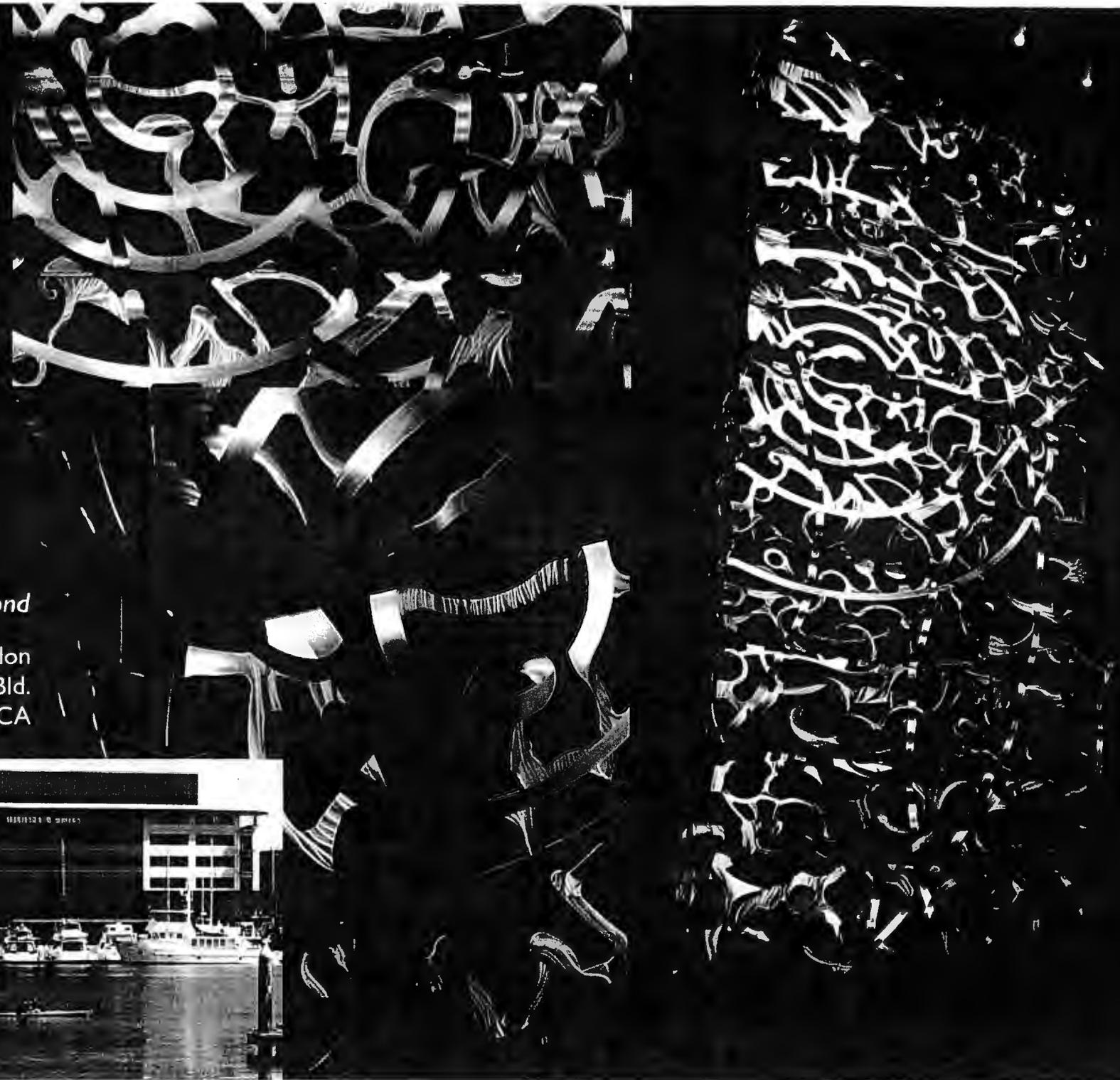
Pacific Coast Hwy
Carlsbad, CA

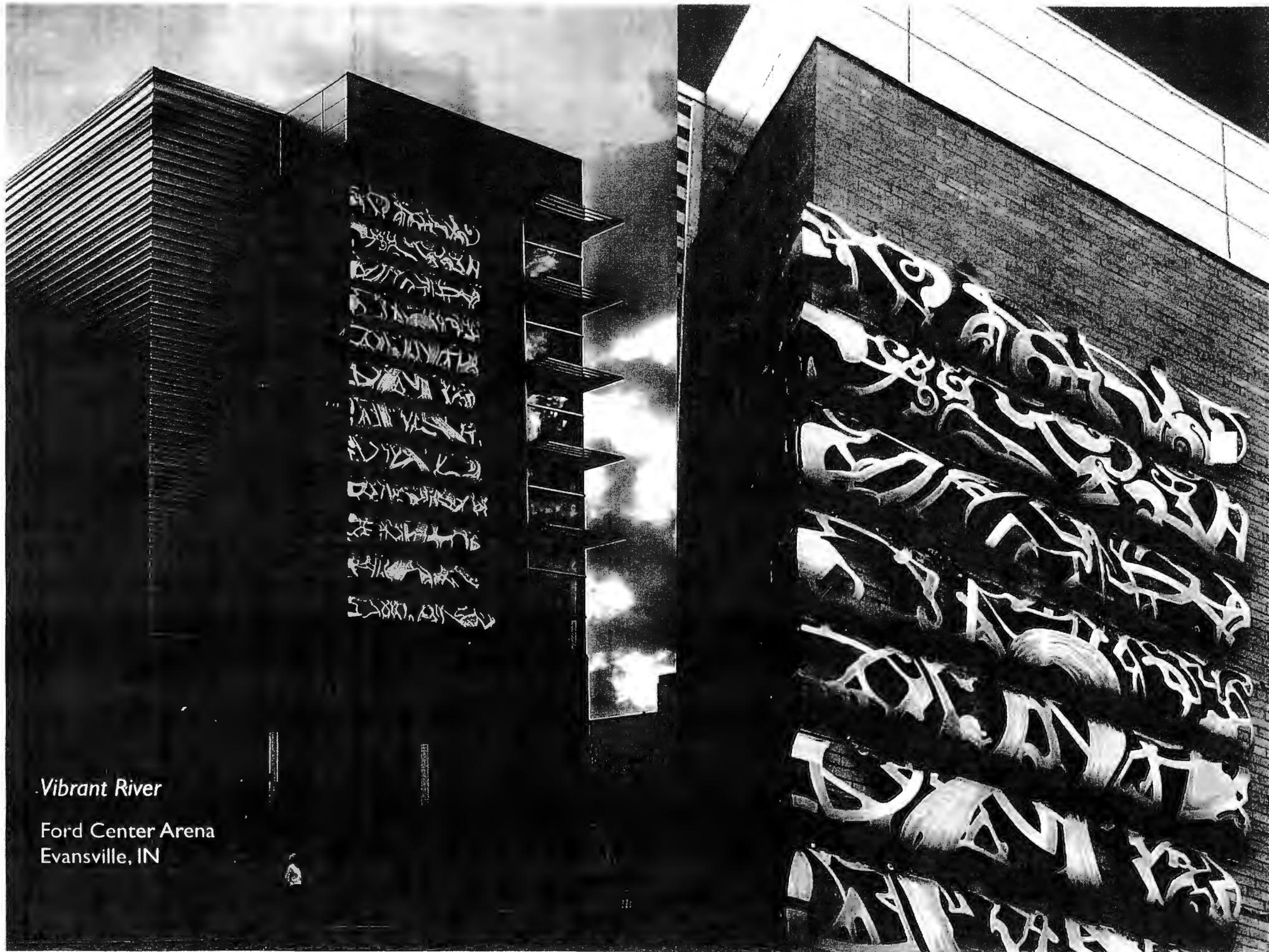
Sunhelix

Texas Tech University
San Angelo, TX



Boundless Pond
Jack London
Market Bld.
Port of Oakland, CA

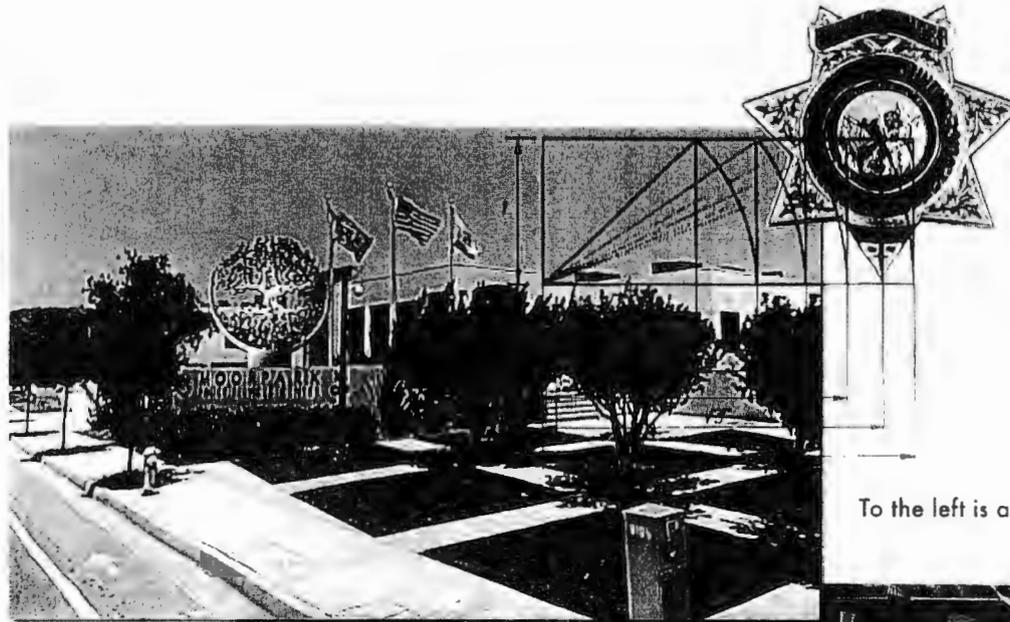




Vibrant River

Ford Center Arena
Evansville, IN

ARTWORK CONCEPT



To the left is a first concept

The Artwork

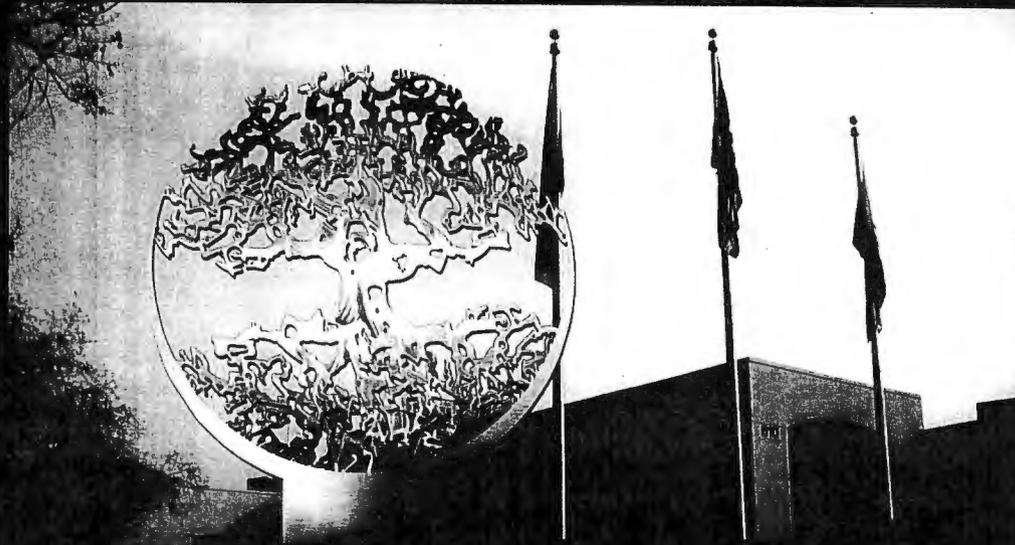
The final piece would be implemented along an evolutionary line from my previous metal-lace artwork. Having a striking simplicity and unity when viewed from a distance, when seen up close one's interest will be sustained by the detailed composition of patterns, steel-brushed textures and the light that plays off those surfaces.

Shown below-to-the-right is a detail of a finished piece which is representative of the type of finish I would create for this artwork.



Layered hand brushed stainless finishes have been years in the making

Roger White Stoller



Very early concept

ATTACHMENT 6

AGREEMENT BETWEEN THE CITY OF MOORPARK AND HEATH SATOW SCULPTURE FOR PUBLIC ART PROJECT AT MOORPARK POLICE SERVICES CENTER

THIS AGREEMENT, is made and effective as of this _____ day of _____, 2015, between the City of Moorpark, a municipal corporation ("City") and Heath Satow Sculpture, a Corporation ("Artist"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

WHEREAS, City has a need for certain artistic design, fabrication, and installation services to create public art ("Artwork" or "Work" or "Works") at the Moorpark Police Services Center ("MPSC") located at 610 Spring Road, Moorpark, CA 93021 ("Project Site"); and

WHEREAS, City desires to contract for such services with a private artist; and

WHEREAS, City wishes to retain Artist for said services as described in this agreement.

NOW, THEREFORE, in consideration of the mutual covenants, benefits, and premises herein stated, the parties hereto agree as follows:

1. TERM

The term of this Agreement shall be from the date of execution to completion of the work identified in the Scope of Services and in conformance with Exhibit B, unless this Agreement is terminated or suspended pursuant to this Agreement.

2. SCOPE OF SERVICES

City does hereby retain Artist as an independent contractor in a contractual capacity to perform the services set forth in the Scope of Work, Schedule of Performance, Project Budget, Exhibit B, and in accordance with the terms and conditions hereinafter set forth herein and with the authorities and responsibility ordinarily granted to this type of work. In the event there is a conflict between the provisions of Exhibit B and this Agreement, the language contained in this Agreement shall take precedence.

Artist shall perform the tasks described and set forth in Exhibit B. Artist shall complete the tasks according to the schedule of performance, which is also set forth in Exhibit B.

Compensation for the services to be performed by Artist shall be in accordance with Exhibit B and Section 6 of this Agreement. Compensation shall not exceed the rates or total contract value of one hundred forty-five thousand dollars (\$145,000.00) as stated in Exhibit B, without the written authorization of the City Manager. Payment by City to Artist shall be in accordance with the provisions of this Agreement.

3. PREVAILING WAGES

City and Artist acknowledge that this project is a public work to which prevailing wages apply, and that a public work project is subject to compliance monitoring and enforcement by the California Department of Industrial Relations ("DIR"). Artist agrees to notify any contractor(s) hired by Artist in the commission of the Artwork, that said contractor(s) are bound by all the terms, rules and regulations described in (a) Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code, including without limitation California Labor Code Section 1771 and (b) the rules and regulations established by the DIR implementing such statutes, as though set forth in full herein, including any applicable amendments made thereto during the term of this Agreement. For every contractor who will perform work on this project, Artist shall be responsible for contractor's compliance with (a) and (b), and Artist shall take all necessary actions to ensure contractor's compliance. California Labor Code Section 1725.5 requires all contractors and subcontractors to annually register with the DIR before bidding or performing on any public work contract. Artist is required to provide proof of compliance with California Labor Code Section 1725.5 prior to hiring any contractors or sub-contractors for this project.

4. SPECIAL CONTRACT PROVISIONS

Artist agrees to be bound by the terms of these Special Contract Provisions:

a) Copyright. The Artwork shall be considered to be "works made for hire" for the benefit of the City. The Artwork and any and all associated intellectual property rights arising from the Artwork, shall be and remain the property of the City without restriction or limitation. The Artist shall not obtain or attempt to obtain copyright protection as to the Artwork.

b) 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 catalogs, 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, television, and social media sites.

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

c) Artist's 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 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 their 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.

d) 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.

e) 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.

f) 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.

g) 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.

h) 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.

i) 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.

j) 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.

k) 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.

l) 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.

m) 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.

n) 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."

o) 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.

p) 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.

5. PERFORMANCE

Artist shall at all times faithfully, competently and to the best of their ability, experience, standard of care, and talent, perform all tasks described herein. Artist shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Artist hereunder in meeting its obligations under this Agreement.

6. MANAGEMENT

The individual directly responsible for Artist's overall performance of the Agreement provisions herein above set forth and to serve as principal liaison between City and Artist shall be Heath Satow, and no other individual may be substituted without the prior written approval of the City Manager.

The City's contact person in charge of administration of this Agreement, and to serve as principal liaison between Artist and City, shall be the City Manager or the City Manager's designee.

7. PAYMENT

Taxpayer ID or Social Security numbers must be provided, on an IRS 1099 form, before payments may be made to vendors.

The Artist shall receive a fee (Artist's Fee) of _____(TBD)___ dollars

(\$XXXX) upon completion of the Artwork and final acceptance by the City Council of the City of Moorpark of the Artwork. The Artist shall be reimbursed for other project related expenses including lodging, subsistence, project community promotion, and pre-approved travel as set forth in the Project Budget included in Exhibit B. The Project Budget, excluding the Artist's Fee, shall not exceed _____(TBD)_____ dollars (\$XXXXXX) for work directly related to the services set forth in Exhibit B. Artist shall complete the tasks according to the Schedule of Performance, which is set forth in Exhibit B.

Artist shall submit invoices monthly for actual services performed. Invoices shall be submitted on or about the first business day of each month, or as soon thereafter as practical, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. Any expense or reimbursable cost appearing on any invoice shall be accompanied by a receipt or other documentation subject to approval of the City Manager. If the City disputes any of Artist's fees or expenses it shall give written notice to Artist within thirty (30) days of receipt of any disputed fees set forth on the invoice.

Artist shall not be compensated for any services rendered in connection with its performance of this Agreement, which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Manager. Artist shall be compensated for any additional services in the amounts and in the manner as agreed to by City Manager and Artist at the time City's written authorization is given to Artist for the performance of said services.

8. TERMINATION OR SUSPENSION WITHOUT CAUSE

The City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the Artist at least ten (10) days prior written notice. Upon receipt of said notice, the Artist shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.

The Artist may terminate this Agreement only by providing City with written notice no less than thirty (30) days in advance of such termination. If the Agreement is terminated by Artist prior to final acceptance of the Artwork by the City Council, Artist shall forfeit the \$XXXXX Artist's Fee.

In the event the Agreement is terminated by the City, prorated compensation shall be calculated at a rate of _____(TBD)_____ dollars (\$xxxx.00) per week commencing from the actual start date of work as approved by the City Manager or his/her designee in writing. Upon termination or suspension of the Agreement pursuant to this Section, the Artist will submit an invoice to the City pursuant to this Agreement.

9. DEFAULT OF ARTIST

The Artist's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Artist is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Artist for any work performed after the date of default and can terminate or suspend this Agreement immediately by written notice to the Artist. If such failure by the Artist to make progress in the performance of work hereunder arises out of causes beyond the Artist's control, and without fault or negligence of the Artist, it shall not be considered a default.

If the City Manager or the City Manager's designee determines that the Artist is in default in the performance of any of the terms or conditions of this Agreement, designee shall cause to be served upon the Artist a written notice of the default. The Artist shall have seven (7) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the Artist fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

10. OWNERSHIP OF DOCUMENTS

Subject to additional requirements in Special Contract Provisions, Artist shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by City that relate to the performance of services under this Agreement. Artist shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Artist shall provide free access to the representatives of City or the City's designees at reasonable times to such books and records; shall give the City the right to examine and audit said books and records; shall permit City to make transcripts therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Notification of audit shall be provided at least thirty (30) days before any such audit is conducted. Such records, together with supporting documents, shall be maintained for a period of five (5) years after receipt of final payment.

Upon completion of, or in the event of termination or suspension without cause of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the City and may be used, reused, or otherwise disposed of by the City without the permission of the Artist. With respect to computer files, Artist shall make available to the City, at the Artist's office and upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring, and printing computer files.

11. INDEMNIFICATION AND HOLD HARMLESS

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 or omissions 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 attorney's 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) 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, liabilities, actions, 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.

12. INSURANCE

Artist shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in Exhibit A attached hereto and incorporated herein by this reference as though set forth in full.

13. INDEPENDENT CONTRACTOR

Artist is and shall at all times remain as to the City a wholly independent Contractor. The personnel performing the services under this Agreement on behalf of Artist shall at all times be under Artist's exclusive direction and control. Neither City nor any of its officers, employees, or agents shall have control over the conduct of Artist or any of Artist's officers, employees, or agents, except as set forth in this Agreement. Artist shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the City. Artist shall not incur or have the power to incur any debt, obligation, or liability against City, or bind City in any manner.

No employee benefits shall be available to Artist in connection with the performance of this Agreement. Except for the fees paid to Artist as provided in the Agreement, City shall not pay salaries, wages, or other compensation to Artist for performing services hereunder for City. City shall not be liable for compensation or indemnification to Artist for injury or sickness arising out of performing services hereunder.

14. LEGAL RESPONSIBILITIES

The Artist shall keep itself informed of local, state and federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Artist shall at all times observe and comply with all such laws and regulations, including but not limited to the

Americans with Disabilities Act and Occupational Health and Safety Administration laws and regulations. The City, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the Artist to comply with this Section.

15. ANTI DISCRIMINATION

Neither the Artist, nor any subconsultant under the Artist, shall discriminate in employment of persons upon the work because of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, or gender of such person, except as provided in California Government Code Section 12940. The Artist shall have responsibility for compliance with California Labor Code Section 1735.

16. UNDUE INFLUENCE

Artist declares and warrants that no undue influence or pressure is used against or in concert with any officer or employee of the City in connection with the award, terms or implementation of this Agreement, including any method of coercion; confidential financial arrangement, or financial inducement. No officer or employee of the City will receive compensation, directly or indirectly from Artist, or any officer, employee or agent of Artist, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling the City to any and all remedies at law or in equity.

17. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

No member, officer, or employee of the City, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the Services during his/her tenure or for one (1) year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with the Services performed under this Agreement.

18. CONFLICT OF INTEREST

Artist shall provide no service or enter into any agreement with any individual or entity that has an agreement to provide services, materials, or equipment to City without the prior written consent of the City Manager.

Artist shall not accept a gift from any person or entity doing business with the City. For purposes of this Agreement, a gift is defined as provided for in California Government Code Section 87300, et seq. and Title 2, Division 6, California Code of Regulations, Section 18730 and amendments or supplementary thereto.

19. NOTICE

Any notice to be given pursuant to this Agreement shall be in writing, and all such notices and any other document to be delivered shall be delivered by personal service or by deposit in the United States mail, certified or registered, return receipt requested, with postage prepaid, and addressed to the party for whom intended as follows:

To: City Manager
City of Moorpark
799 Moorpark Avenue
Moorpark, California 93021

To: Heath Satow, President
Heath Satow Sculpture
1218 South Santa Fe Avenue
Los Angeles, California 90021

Either party may, from time to time, by written notice to the other, designate a different address or contact person, which shall be substituted for the one above specified. Notices, payments and other documents shall be deemed delivered upon receipt by personal service or as of the third (3rd) day after deposit in the United States mail.

20. CHANGE IN NAME

Should a change be contemplated in the name or nature of the Artist's legal entity, the Artist shall first notify the City in order that proper steps may be taken to have the change reflected in the Agreement documents.

21. ASSIGNMENT

Artist shall not assign this Agreement or any of the rights, duties or obligations hereunder. It is understood and acknowledged by the parties that Artist is uniquely qualified to perform the services provided for in this Agreement.

22. LICENSES

At all times during the term of this Agreement, Artist shall have in full force and effect, all licenses required of it by law for the performance of the services in this Agreement.

23. VENUE AND GOVERNING LAW

This Agreement is made, entered into, and executed in Ventura County, California, and any action filed in any court or for arbitration for the interpretation, enforcement or other action of the terms, conditions, or covenants referred to herein shall be filed in the applicable court in Ventura County, California. The City and Artist understand and agree that the laws of the State of California shall govern the rights,

obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement.

24. COST RECOVERY

In the event any action, suit or proceeding is brought for the enforcement of, or the declaration of any right or obligation pursuant to this Agreement or as a result of any alleged breach of any provision of this Agreement, the prevailing party shall be entitled to recover its costs and expenses from the losing party, and any judgment or decree rendered in such a proceeding shall include an award thereof.

25. ARBITRATION

Cases involving a dispute between City and Artist may be decided by an arbitrator if both sides agree in writing, with costs proportional to the judgment of the arbitrator.

26. ENTIRE AGREEMENT

This Agreement and the Exhibits attached hereto contain the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

27. CAPTIONS OR HEADINGS

The captions and headings of the various Articles, Paragraphs, and Exhibits of this Agreement are for convenience and identification only and shall not be deemed to limit or define the content of the respective Articles, Paragraphs, and Exhibits hereof.

28. AMENDMENTS

Any amendment, modification, or variation from the terms of this Agreement shall be in writing and shall be effective only upon approval by both parties to this Agreement.

29. PRECEDENCE

In the event of conflict, the requirements of the City's Request for Proposal, if any, and this Agreement shall take precedence over those contained in the Artist's Proposal.

30. INTERPRETATION OF AGREEMENT

Should interpretation of this Agreement, or any portion thereof, be necessary, it is deemed that this Agreement was prepared by the parties jointly and equally, and shall

not be interpreted against either party on the ground that the party prepared the Agreement or caused it to be prepared.

31. WAIVER

No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. No waiver shall be binding unless executed in writing by the party making the waiver.

32. AUTHORITY TO EXECUTE

The person or persons executing this Agreement on behalf of the Artist warrants and represents that he/she has the authority to execute this Agreement on behalf of the Artist and has the authority to bind Artist to the performance of obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF MOORPARK

HEATH SATOW SCULPTURE

By: _____
Steven Kueny, City Manager

By: _____
Heath Satow, President

Attest:

Maureen Benson, City Clerk

EXHIBIT A

INSURANCE REQUIREMENTS

Prior to the beginning of and throughout the duration of the Agreement, 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 the requirements set forth here, it will be amended 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 City in excess of the limits and coverage required in this agreement and which is applicable to a given loss, will be available to City.

Artist shall provide the following types and amounts of insurance:

1. Commercial General Liability Insurance using Insurance Services Office "Commercial General Liability" policy form CG 00 01 or the 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 shall be no less than \$1,000,000 per occurrence for all covered losses and no less than \$2,000,000 general aggregate.

Artist's policy shall contain no endorsements limiting coverage beyond the basic policy coverage grant for any of the following:

- Explosion, collapse or underground hazard (XCU)
 - Products and completed operations
 - Contractual liability
2. Artist shall provide Worker's Compensation insurance on a State of California 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. A Worker's Compensation Insurance Certificate shall be filed with the City before beginning work, unless Artist signs a written certification that Artist is aware of the provisions of California Labor Code Section 3700 et seq., which requires every employer to be insured against liability for Worker's Compensation, and that no one other than Artist, or a legal subcontractor, will perform any services under this Agreement.

In the event the Worker's Compensation Insurance submitted by the Artist becomes inoperative any time before the completion of the work, all work shall immediately cease until a new policy is obtained and any time so lost shall not entitle the Artist to any extension of time. Certificates shall unequivocally provide at least thirty (30) days written notice by certified mail to the City prior to cancellation or modification.

In lieu of the above, the Artist may provide certification to the City on a form to be provided by the City that there are no employees other than the Artist engaged in the project.

3. Business Auto Coverage on ISO Business Auto Coverage form CA 00 01 06 92 including symbol 1 (Any Auto) or the exact equivalent. Limits shall be no less than \$1,000,000 per accident, combined single limit. 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's employees will use personal autos in any way on this project, Artist shall provide evidence of personal auto liability coverage for each such person.
4. 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. Any such coverage provided under an umbrella liability policy shall include a drop down provision providing primary coverage above a maximum \$25,000 self-insured retention for liability not covered by primary but covered by the umbrella. Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. There shall be no cross liability exclusion precluding coverage for claims or suits by one insured against another. Coverage shall be applicable to City for injury to employees of Artist, subcontractors or others involved in the Work. The scope of coverage provided is subject to approval of City following receipt of proof of insurance as required herein. Limits are subject to review but in no event less than \$1,000,000 per occurrence and 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. Best rating of A- or better and a minimum financial size VII.

Artist and City agree as follows:

1. Artist agrees to endorse the third party general liability coverage required herein to include as additional insured City, its officials, employees and agents, using standard ISO endorsement No. CG 2010 in a form acceptable to the City. Artist also agrees to require all contractors, subcontractors, and anyone else involved in any way with the project contemplated by this Agreement to do likewise.
2. Any waiver of subrogation express or implied on the part of City to any party involved in this Agreement or related documents applies only to the extent of insurance proceeds actually paid. City, having required that it be named as an additional insured to all insurance coverage required herein, expressly retains the right to subrogate against any party for sums not paid by insurance. For its part, Artist agrees to waive subrogation rights against City regardless of the applicability of any insurance proceeds, and to require all contractors, subcontractors or others involved in any way with the project(s) contemplated by this agreement, to do likewise.
3. All insurance coverage maintained or procured by Artist or required of others by Artist pursuant to this Agreement shall be endorsed to delete the subrogation

condition as to City, or to specifically allow Artist or others providing insurance herein to waive subrogation prior to a loss. This endorsement shall be obtained regardless of existing policy wording that may appear to allow such waivers.

4. It is agreed by Artist and City that insurance provided pursuant to these requirements is not intended by any party to be limited to providing coverage for the vicarious liability of City or to the supervisory role, if any, of City. All insurance coverage provided pursuant to this or any other agreement (express or implied) in any way relating to City is intended to apply to the full extent of the policies involved. Nothing referred to here or contained in any agreement involving City in relation to the project(s) contemplated by this Agreement is intended to be construed to limit the application of insurance coverage in any way.
5. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.
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) which may affect City's protection without City's prior written consent.
7. Proof of compliance with these insurance requirements, consisting of binders of coverage, or endorsements, or certificates of insurance, at the option of City, 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 at any time and no replacement coverage is provided, 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 City shall be charged to and promptly paid by Artist or deducted from sums due Artist, at City option.
8. Artist agrees to endorse, and to require others to endorse, the insurance provided pursuant to these requirements, to require thirty (30) days notice to City and the appropriate tender prior to cancellation of such liability coverage and notice of any material alteration or non-renewal of any such coverage, and to require contractors, subcontractors, and any other party in any way involved with the project contemplated by this agreement to do likewise.
9. It is acknowledged by the parties of this Agreement that all insurance coverage required to be provided by Artist or any subcontractor, is intended to apply first and on a primary non-contributing basis in relation to any other insurance or self insurance available to City.
10. Artist agrees to ensure that subcontractors, and any other party involved with the project that is brought onto or involved in the project by Artist, provide the same minimum insurance coverage 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 subcontractors and others engaged in the project will be submitted to City for review.

11. Artist agrees that all layers of third party liability coverage required herein, primary, umbrella and excess, will have the same starting and expiration date. Artist agrees further that all other third party coverages required herein will likewise have concurrent starting and ending dates.
12. 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 contractor, subcontractor, architect, engineer or other entity or person in any way involved in the performance of work on the project contemplated by this agreement to self-insure its obligations to 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.
13. The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Artist ninety (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 City.
14. For purposes of applying insurance coverage only, all contracts pertaining to the project will be deemed to be executed when finalized and any activity commences in furtherance of performance under this agreement.
15. Artist acknowledges and agrees that any actual or alleged failure on the part of City to inform Artist of non-compliance with any insurance requirement in no way imposes any additional obligations on City nor does it waive any rights hereunder in this or any other regard.
16. Artist will renew the required coverage annually as long as 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. The insurance shall include but not be limited to products and completed operations and discontinued operations, where applicable. Termination of this obligation is effective upon issuance of a Notice of Completion by the City.
17. Artist agrees to waive its statutory immunity under any workers' compensation statute or similar statute, in relation to the City, and to require all subcontractors and any other person or entity involved in the project contemplated by this Agreement to do likewise.
18. Requirements of specific coverage features are not intended as limitations on other requirements or 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 all-inclusive.

EXHIBIT B

TO BE PROVIDED LATER