



# **CITY OF MOORPARK**

**PARKS, RECREATION AND COMMUNITY SERVICES DEPARTMENT**

## **INFORMAL REQUEST FOR QUALIFICATIONS**

### **PUBLIC ART: MOORPARK STATION NORTH PARKING LOT**

**Project No. IB-2022-01**

**Submittals Due By:**

**February 9, 2022**

**AT 5:00 p.m. (PST)**

**Parks Recreation and Community Services Department  
799 Moorpark Avenue  
Moorpark, California 93021**

**City of Moorpark**  
**REQUEST FOR QUALIFICATIONS**  
**FOR**  
**PUBLIC ART: MOORPARK STATION NORTH PARKING LOT**

The City of Moorpark's Parks, Recreation and Community Services Department is seeking artist proposals to design, fabricate and install artwork for the Moorpark train station north parking lot located at 300 East High Street. The location provides an opportunity to develop an engaging visual experience that will be meaningful to residents and visitors and serve as significant gateway to the City of Moorpark.

Funding for the project is provided by the City's Art In Public Places Fund, which consists entirely of development fees collected specifically for public art projects. The Moorpark Arts Commission (Commission) is tasked with reviewing conceptual design and placement of all Art In Public Places projects, and will participate in proposal review and artist selection.

**Applications must be received and time-stamped by the City no later than February 9, 2022, at 5:00 p.m. PST**

Applications received after the deadline will not be reviewed. The City is not obligated to notify applicants when incomplete applications are received. Incomplete applications will not be reviewed. **It is the responsibility of the applicant to ensure that applications are complete and arrive by the deadline.**

**Artists interested in submitting an application for this RFQ are encouraged to register with the City no later than Friday, January 28, 2022 by emailing [pradmin@moorparkca.gov](mailto:pradmin@moorparkca.gov). Please include name, company (if applicable), and email address.**

### **QUALIFICATIONS**

Any professional artist who permanently resides in the State of California is eligible to apply.

Artists working in all mediums may apply however sculpture in metals, concrete, and other solid mediums are preferred.

Current City of Moorpark Arts Commissioners, employees of the City of Moorpark and their business partners and/or their immediate family members may not apply.

### **BUDGET**

**\$175,000 for Artwork design, engineering, fabrication, installation, and artist fee.**

The budget is all-inclusive, and a proposed price must include all design fees; travel expenses; all labor, materials and fabrication costs; lighting and signage (if necessary); insurance costs; site-preparation costs; traffic control costs; engineering expenses; shipping and transportation to the site; installation; any applicable permit fees and taxes; any other expenses related to the design, fabrication, installation, and documentation of this project. The budget includes an Artist's fee of \$25,000 to be paid upon final acceptance of the completed Artwork by the Moorpark City Council.

If the fabrication and/or installation of the Artwork or any portion of the Artwork under this Agreement is a public work pursuant to Labor Code Section 1720 et seq. and requires a licensed contractor, such work will require the payment of prevailing wages, as determined by the State of California Department of Industrial Relations (DIR). Labor Code Section 1725.5 requires that any such contractors and/or subcontractors be registered with the DIR before performing any work on the project.

Artists are responsible for travel expenses including travel to interviews and meetings, if invited. No separate budget exists to support project-related travel for artists during the selection phase.

## **THE SITE**

The site for the artwork(s) is the Moorpark Station North Parking Lot located at 300 East High Street, opposite Magnolia Street in Moorpark, California. This location is an active commuter train station providing service to both Metrolink and Amtrak customers. A major renovation of the north parking lot to significantly expand the capacity and improve the appearance of the site is scheduled to begin in January of 2022 and be completed in the fall of 2022. The renovated site will feature 95 parking stalls and a 10-foot wide raised pedestrian walkway that will cross the center of the parking lot, connecting the train station to High Street. Six locations alongside the pedestrian walkway have been identified as potential locations for the installation of footings to anchor artwork, providing an opportunity for a single integrated art piece spanning the walkway, stand-alone installations, or a combination thereof (see Attachment 1).

## **VISIBILITY**

The site will offer good visibility from High Street directly to the north, from the train station to the south, and from the surrounding parking lot. Mature pepper trees lining High Street provide intermittent sight-line obstruction for traffic traveling along High Street. At the northern end of the pedestrian walkway, where it connects with the sidewalk on the south side of High Street, the walkway will be flanked on the west by a 4-foot high, 11-foot wide monument sign, and on the east by a mature pepper tree.

## **THE FACILITY**

The railroad served as catalyst for the founding and development of Moorpark in the late 1800's and early 1900's. The railroad provided an efficient means of transportation to larger cities in both Los Angeles and Ventura counties and supported Moorpark's early growth as a farm community. The first Moorpark train station was constructed in 1900 on

a site west of the current location now occupied by the Moorpark Chamber of Commerce. The station was a focal point of the community, bringing news from around the state, and the nation, by train and telegraph. For most of its existence Moorpark's economy centered on agriculture. The town was named after a variety of apricot that was abundantly grown in the area, but various other crops such as walnuts and citrus were also heavily farmed in the region, with the railroad providing a means to transport crops to markets to the north and south. The railroad also supported the early population growth in Moorpark, bringing new residents from outside the region, including many from Mexico, who came to work in the thriving agriculture industry, establish businesses, and raise families. During the 1950's use of the station waned due to the development of the Interstate Highway System and commercial aviation, and despite resistance from the community the station was torn down by the Southern Pacific Railroad in 1964. The current passenger rail station was installed in 1983 and today serves both Amtrak and Metrolink commuters. The station is the second most used station in Ventura County and, prior to the Covid pandemic, averaged over 200 daily boardings. While the pandemic has had a significant negative impact on all passenger rail usage, ridership has been increasing over the past few months.

## **NEIGHBORING PROPERTIES**

The Moorpark Station north parking lot is bordered by a livestock/pet supply retailer to the east and a City-owned 2.15 acre site to the west that currently consists of five vacant buildings, including an industrial building ("One More Time") to the immediate west of the parking lot. Directly across High Street is Ventura County Fire Station 42 and several small businesses, including two food vendors and a blacksmith shop.

A Disposition and Development Agreement has been approved for the City-owned site to the west which would remove the existing vacant properties and construct a mixed-use development consisting of 79 residential units and 13,628 square feet of commercial space and associated improvements. The proposed architecture of the development utilizes material elements reminiscent of the existing buildings as well as elements that evoke an agricultural/industrial feel. This development promises to be a cornerstone in the revitalization of "Old Town Moorpark", which generally extends along High Street between Spring Road to the east and the Post Office to the west.

High Street was the original "main street" of Moorpark, and today is an eclectic mix of retail, restaurants, office buildings and residential properties. Revitalization of this area is a high priority for the community, illustrated in the City's Downtown Specific Plan as follows:

"The vision for Old Town Moorpark is that of rural small town America. The High Street area is particularly important because it retains the country charm and agrarian qualities that are the roots of Moorpark's history. Important features include a family town with friendly people who care for each other. It is a pedestrian-oriented area where people walk, shop, and feel safe on the street at night. It is a unique mix of offices and businesses, and the cultural and civic hub to the City. Both High Street and Moorpark Avenue are surrounded by mixed housing types that are homes to people of multiple

class and cultures. Identifiably different than other commercial areas of the City, the goal is to not have corporate business uses overwhelm the area at the expense of the small town character. In recognizing the value and irreplaceability of the down town's cultural heritage and social and economic well being, high quality, new development, reflecting the small town charm is essential. Revitalization and image building of Old Town Moorpark will contribute to a memorable City identity, welcoming residents and visitors to downtown Moorpark."

## **DESIGN CONSIDERATIONS**

In 2021 the City adopted an Arts Master Plan which supports the community's vision for Old Town Moorpark and recommends "that the City focus on incorporating arts and culture in project design to establish it as a regional destination. Public art elements, such as archways... and sculptures could be utilized to distinguish the area and further define it's character." This project will contribute to the revitalization of the area and provides an opportunity to celebrate the City's cultural heritage in a new work of public art at a significant location on High Street.

In developing the parameters for the project, various concepts have been envisioned including arched colonnades, metal trellises, and sculptural elements which span and/or border the pedestrian walkway, however no specific artistic element has been formally prescribed for this project. Rather, the goal is a unique, high-impact visual experience that captures the significance of the site, adds relevant cultural interest to the Old Town area, and serves as a gateway to the City of Moorpark.

The overall design considerations for the Artwork(s) are:

- Celebrate the history and cultural significance of the railroad for the Moorpark community.
- Respect the small-town character of Old Town Moorpark.
- Sculpture in metals, concrete, and other solid mediums are preferred, but other mediums will be considered.
- The Artwork(s) should serve as a welcoming gateway when approached/viewed from both the north (High Street) and south (Moorpark Station).
- The Artwork(s) should occupy at least two of the potential sites identified in Attachment 1
- Do not include a water feature.
- The Artwork(s) shall be an original piece of art that is solely the result of the artistic effort of the Artist(s). Any and all materials and deliverables including, but not limited to, the Artwork(s) and its design shall be unique, original, an edition of one, not encumbered, and must not infringe upon the copyright, trademark, patent, or other intellectual property rights of any third party, or are in the public domain.

The goals for the artwork(s) are:

- The artwork(s) should be an original, site-specific artistic enhancement to the selected outdoor location that attracts and welcomes visitors to the City of Moorpark.
- The artwork(s) should be engaging and aesthetically pleasing to individuals of all ages and backgrounds.
- The artwork(s) should evoke the City's rail stop heritage.
- The artwork(s) should be a significant addition to the City's public art collection and grow Moorpark's reputation as a city that values and supports the arts.
- The artwork(s) should be fabricated from durable, low maintenance materials that can withstand the outdoor elements and require minimal maintenance.

### **SCOPE OF WORK FOR DESIGN, FABRICATION, AND INSTALLATION SERVICES**

- Execution of an Agreement for Public Art Project with the City, including compliance with all insurance requirements noted therein. Artists are responsible for understanding what is required with regard to the insurance before submitting a proposal.
- Research, which includes examining the site, reviewing pertinent documents, meeting with City staff involved in the project, as well as members of the community.
- Creation and submission of one Schematic Design.
- Participation in a critique of the Schematic Design by the Moorpark Arts Commission.
- Attendance at one meeting with members of the community to present the Schematic Design and gather feedback.
- Development and submission of a Final Proposal.
- Participation in a review of the Final Proposal by the Arts Commission and Staff.
- Participation in a review of the Final Proposal by the Moorpark City Council.
- Development and submission of wet-stamped engineering and construction documents, as necessary.
- Participation in the revision and approval process for engineering and construction documents, as necessary.
- Site preparation.
- Fabrication, transportation, and installation of all art element(s), including a plaque identifying the artist, title, year and crediting the Art In Public Places program.
- Contracting and management of all subcontractors required for completion of all phases of the project, including, but not limited to, engineering, fabrication, transportation, site preparation, and installation of the Artwork.

- All work required for the project shall be performed by the Artist or by City-approved subcontractors.
- If the fabrication and/or installation of the Artwork or any portion of the Artwork under this Agreement is a public work pursuant to Labor Code Section 1720 et seq. and requires a licensed contractor, Artist shall be solely responsible for ensuring that Artist and Artist's subcontractors (if any) have valid appropriate licenses and registrations under California law or the applicable jurisdiction. If the Artist and/or any of Artist's subcontractors are unlicensed during any phase of the project under this Agreement, the City shall have the right to bar Artist from receiving any payment for Artist's services. Artist and any subcontractors are required to pay the general prevailing wage, as determined by the DIR, to any worker employed for such public work on this project.
- If Artist is not a licensed contractor, Artist shall not be able to subcontract with licensed contractors for fabrication and/or installation of the Artwork or any portion of the Artwork under this Agreement.
  - Submission of documentation images and a maintenance report.
  - Participation in ribbon-cutting ceremony and/or outreach to press.
  - Coordination with City staff, as needed throughout the project.

Some meetings, except meetings between the artist and members of the community, may be conducted remotely, as necessary and as solely determined by City staff.

*The City reserves the right to revise this scope of work.*

## **PRELIMINARY SCHEDULE**

January 2022	RFQ release
February 9, 2022	Application deadline
February 2022	Semi-finalist selection
Late March, 2022	Semi-finalist design presentations and finalist selection
April 2022	City Council Approval
April/May 2022	Agreement execution
May – June 2022	Final design development and approval phases
July – September 2022	Fabrication and installation

*The City reserves the right to revise this timeline.*

## **SELECTION PROCESS**

Applications submitted in response to this RFQ will be pre-screened by City staff to ensure that they are complete and meet the minimum requirements of this RFQ. A Selection Panel consisting of Arts Commission members, City staff, and/or community stakeholders will review all complete, eligible applications received by the deadline. Evaluating the qualifications shown in the applications, the Selection Panel will select up to three semi-finalists to develop and present preliminary proposals for the project.

Criteria used for semi-finalist selection will be:

- Quality, creativity and strength of concepts and workmanship as evidenced in images of past work and professional resume
- Technical competence as evidenced by the Application Checklist, Letter of Interest, images of past work, and Professional Resume.
- Aptitude for planning, budgeting, contracting (as necessary) and working on teams as evidenced by Application Checklist, Letter of Interest, Professional Resume, and Professional References.
- Experience and a demonstrated aptitude for working on public art projects as evidenced in the Application Checklist, Professional Resume, images of past work, and Professional References.
- A commitment to working with members of the public to create art projects as evidenced in the Application Checklist, Letter of Interest, Professional Resume, and images of past work.

Prior experience working with public agencies on the development and installation of public art projects is strongly preferred.

Semi-finalists will be invited to develop original artwork proposals. These proposals are to include to-scale renderings and other visual materials required to adequately illustrate the proposed artwork, a site plan identifying the proposed location of the artwork in relation to existing features and landscaping, a detailed budget and proposed payment schedule, high-level installation plan including anticipated subcontractors necessary to complete the work, schedule for completion of the work, and general maintenance plan. The proposed schedule of payment must identify, and be tied to, specific milestones appropriate to the development of the artwork and value of work received, including the Artist fee to be paid upon acceptance of the completed Artwork by the City.

Proposals will be presented to the Selection Committee at a date to be determined. Semi-finalists will each receive a stipend of \$750 following preliminary proposal presentation. The Selection Committee will recommend only one finalist to the City Council after the proposal presentations.

Criteria used to select the finalist will include, but not be limited to:

- Quality, creativity, and strength of concepts and workmanship
- Interest in and understanding of the project
- Experience with community groups and public input
- Experience organizing and administering complex projects, including the management of subcontractors required for project completion
- Proposed project schedule and ability to complete project within the desired timeframe
- Artwork durability demonstrated through the selection of site appropriate materials

- Quality and strength of communication skills

*The City reserves the right to revise the selection process, Selection Committee composition, and selection criteria.*

## **APPLICATION SUBMITTAL**

Artists who wish to be considered must submit the following materials (collated and in this order):

- Application Checklist (Attachment 4 to this RFQ)
- Letter of Interest
- Digital images of past work with annotations.
- A professional resume for each team member/partner
- Professional references for each team member/partner

**Provide one (1) hard copy of all application materials and one (1) electronic copy, preferably via USB thumb drive, containing the application materials. Thumb drives should be labeled with the Artist's name only. Please closely observe the requirements and guidelines for the application materials as detailed below:**

- **Application Checklist**
  - Complete and sign the Application Checklist (included as Attachment 4 to this RFQ).
- **Letter of Interest**
  - Description of the artist or team's interest in the project, artistic approach and working methods, relevant experience or background, and initial vision for the work. Include primary contact information: name, address, phone and email.
- **Digital Images**
  - Submit a maximum of 20 images showing at least five different artworks. This 20 image maximum is per application, not per team member.
  - Load the images into a Microsoft PowerPoint slide show presentation. "Slide show" programs other than Microsoft PowerPoint are acceptable as long as the files can be successfully viewed with the City's equipment. The City operating system is Windows-based. Applicants are solely responsible for ensuring compatibility. Digital images not submitted in a PowerPoint presentation (or other compatible "slide show" program) will not be reviewed.
  - Only submit images of completed projects; images of proposals, models or computer-generated images will not be considered.
  - The Commission is not responsible for distortion or alteration of images as they appear on monitors or as projected.

- It is recommended that a PDF copy of the slideshow presentation be included on the thumb drive, along with the PowerPoint file.
- If you include a sound element in your presentation, please include a conspicuous notice with your submission.
- Provide image annotations within the PowerPoint itself. Indicate the title of artwork, medium, dimensions, date artwork was created, and location. For previous public art projects please also list the commissioning body, budget, date of completion, and project manager (with telephone number). If you are submitting images of past work that cannot be understood plainly through imagery alone (such as installations, integrated artwork or team work), please submit brief descriptions for each work that you believe needs further explanation.

➤ **Professional Resume**

Please submit a current professional resume, in PDF format, (five pages maximum) including information regarding past public art commissions, design team experience, exhibitions, awards, grants, and education. Teams should submit a separate resume for each member of the team and each partner or advisor. Handwritten materials will not be reviewed.

➤ **Professional References**

Please submit the names, addresses, current telephone numbers and/or email addresses for three public agencies on your past work and qualifications, in PDF format. Do not send letters of recommendation. The City reserves the right to contact references, whether or not given by the applicant. Handwritten materials will not be reviewed. PLEASE ENSURE THAT THE CONTACT INFORMATION FOR YOUR REFERENCES IS CURRENT; WE FREQUENTLY CONTACT REFERENCES AND ANY INACCURATE INFORMATION MAY DELAY THE SELECTION PROCESS.

➤ **Self-Addressed Stamped Envelope (Optional)**

If you wish to receive your thumb drive back, please submit a self-addressed stamped envelope (S.A.S.E.) for the return of the submitted materials. Materials submitted without an S.A.S.E. will not be returned. Text materials will not be returned. The City will make every effort to protect submitted materials; however, it will not be responsible for any loss or damage.

**In addition to the guidelines outlined above, please closely observe the following guidelines for the submission of applications (failure to observe these guidelines may render your application incomplete and ineligible and, therefore, it may not be reviewed):**

- Submit text materials on 8.5" x 11" white bond paper.

- Do not submit proposals, drawings, models, medium samples, original works of art, books, catalogs, or any other materials in lieu of, or in addition to, the requirements listed above.
- Unsolicited materials will not be reviewed and will not be returned.

*The City reserves the right to revise the required application materials and guidelines. The City may request supporting documentation of any submittal materials for clarification/verification purposes.*

**Deliver applications no later than 5:00 p.m. (PST) on Wednesday, February 9, 2022 to:**

City of Moorpark  
ATTN: MOORPARK STATION PUBLIC ART RFQ  
799 Moorpark Avenue  
Moorpark, CA 93021

**Applications received after this deadline will not be reviewed.**

## **INQUIRIES / ADDENDA**

Any questions about this RFQ or the proposed scope of work must be submitted by email to the City's project manager, Chris Ball at [cball@moorparkca.gov](mailto:cball@moorparkca.gov). All questions and requests for information must be received no later than Wednesday, February 2, 2022 at 5:00 p.m. (PST).

Interpretation or correction of the RFQ will be made by addendum posted on the City bid page (available at <http://www.moorparkca.gov/bids.aspx>), and any addendum will be considered a part of the RFQ and will be incorporated therein. It is incumbent on the proposer to review and address any addenda posted on the City bid webpage prior to submission of the final proposal. Registration for bid notifications on the City webpage does not relieve the Proposer of the responsibility for ensuring that posted addenda have been received and addressed. Telephone communication with City staff is not encouraged and the City is not bound by any clarifications, interpretations, corrections or changes to the RFQ that are made verbally or in any manner other than by written addendum.

## **CONTRACT REQUIREMENT**

Before any services can commence, the selected finalist will be required to sign and deliver the City's Public Art Project Agreement (Agreement), a sample of which is attached to this RFQ (Attachment 2). **Please review all the terms and conditions of the Agreement, including the provisions relating to insurance and indemnity. The City will require certificates of insurance and additional insured endorsements, as specified in Exhibit A of the Agreement, prior to contract execution. Sample certificates are included in Attachment 3 for reference.**

**The City's policy is that the Agreement be accepted as is. If you are not able to comply with the terms of the agreement, including the insurance requirements contained therein, do not submit an application.**

This RFQ, or any part of it, and the Artist's application, will be incorporated into and made a part of the Agreement. The City reserves the right to further negotiate and/or modify the terms and conditions of the Agreement. The finalist whom the City Council selects must cooperate with the City in good faith to negotiate, sign, and deliver the final Agreement.

## TERMS AND GENERAL CONDITIONS

**Responsibility for Submissions:** Although we will make every effort to protect the materials you submit, the City is not responsible for the loss or damage of any application materials submitted. Artists submitting applications without an S.A.S.E. will not receive materials back.

**RFQ Revision:** The City reserves the right to revise this RFQ, including, but not limited to, the application due date, the number of semi-finalists selected, the timeline, the budget, the Selection Committee composition, and the selection criteria.

**Responsibility for Application Costs:** The City is not liable for any cost incurred by any person responding to this RFQ. The applicant is fully responsible for all application costs. The City does not assume any contractual or financial obligation as a result of the issuance of this RFQ, the preparation and submission of an application by a respondent, the evaluation of an accepted proposal, or the selection of semi-finalists.

**Application Acceptance/Rejection:** The City, at its sole discretion, reserves the right to reject any or all submissions received and to accept or reject any or all of the items in the application. The City reserves the right to negotiate with any respondent after applications are opened, if such action is deemed to be in the City's best interest. The City's acceptance and review of an application and/or submitted proposal, artwork concept, or artwork design does not constitute a commitment on the part of the City to award a commission to any artist or artist team.

**Decline to Award:** The City, at its sole discretion, reserves the right to not award the commission to any artist or artist team, for any or no reason, at any time during the evaluation process.

**Equal Opportunity Contracting Program:** The City endeavors to do business with artists sharing the City's commitment to equal opportunity and will not do business with any artist that discriminates on the basis of race, religion, sexual orientation, color, ancestry, age, gender, disability, medical condition, or place of birth.

**Insurance Requirements:** Any artist selected to enter into contracts with the City shall not commence work until the artist has obtained, at the artist's sole cost and expense, all insurance required by the City and until such insurance has been approved by the City. Insurance required by the City may include but is not limited to Comprehensive General Liability, Automobile Liability and Workers' Compensation coverage in accordance with the laws of the State of California. The City requires that the City, its officials, employees, and agents be named as additional insured on all insurance policies except Workers' Compensation coverage, and that additional endorsement certificates be provided to the City.

## CONTRACT PROVISIONS

The Artist shall be required to execute a form of agreement provided by the City, a sample of which is attached to this RFQ. The terms of such agreement will include, but will not be limited to, the following:

### **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.

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.

Title to the completed Artwork shall immediately vest in the City upon final acceptance, and all ownership rights shall be transferred, conveyed, and assigned to the City for all purposes permitted by this Agreement. Prior to completion of the Artwork, City shall have the right, at its option, to claim ownership, possession, and control of the uncompleted portions of the Artwork which are on the Project Site.

### **Artists’ Waiver of Rights:**

#### ARTWORK REMOVAL.

The Artwork may be removed from the Project Site at any time. The Artist, the City, and the State 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 State, 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.

**Indemnification:**

INDEMNIFICATION

To the maximum extent permitted by law, the Artist agrees to defend, indemnify, protect and hold City, its elected and appointed officials, officers, employees, agents, and volunteers, free and harmless from any and all claims asserted, and/or actual or alleged liability for damages or injuries to any person or property including Artist's employees, agents, representatives or subcontractors, and/or claims and liabilities arising directly or indirectly from, or that are connected with, or are caused or claimed to be caused by, the acts 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.

## **Additional Requirements**

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

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

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

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

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

**Public Safety.** The Artist represents and warrants that the Artwork shall not constitute any threat to the safety of persons or property when used in the manner for which it is designed.

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

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

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

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

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

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

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

professional conservation standards and in accordance with the maintenance manual provided to the City by the Artist.

**Notification in the Event of Removal or Relocation.** The City, at its sole discretion, shall make reasonable efforts to notify the Contractor in a reasonable time prior to any removal or relocation of the Artwork. In the event of removal from City property, the City may offer the Artwork to the Artist free of charge, but the Artist shall cover all costs associated with removal and delivery of the Artwork to a contractor designated site. The removal must occur without damage to the City's property and shall occur on a date and in a manner which is mutually approved by the City and Artist.

**Links to Additional Resources:**

- [Metrolink Station North Parking Lot Expansion Plans & Specification](#) (see Related Documents at bottom of page. Revisions to plans & specifications are included in posted addenda.)
- [Moorpark Arts Master Plan](#)
- [Downtown Specific Plan](#)

Attachments:

- 1 – Site Plan
- 2 – Sample Agreement
- 3 – Sample Insurance Certificates
- 4 – Application Checklist

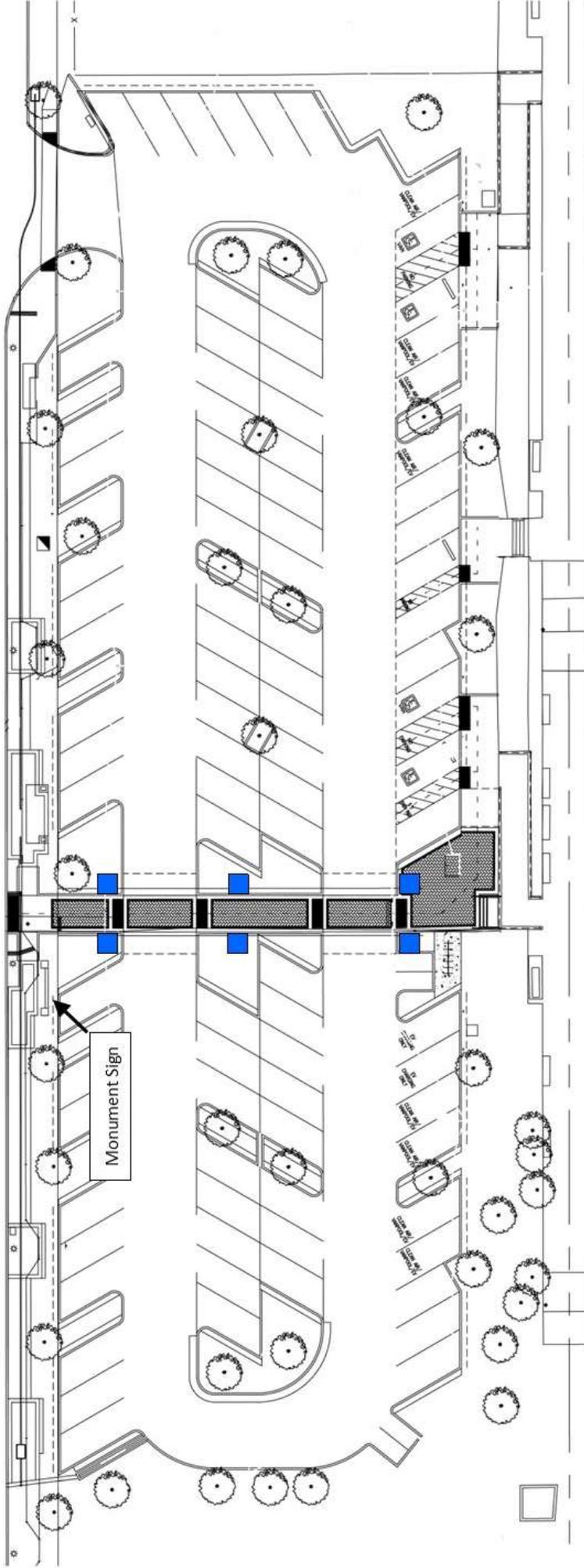
---End of RFQ---

# Moorpark Station North Parking Lot Site Plan

 Potential Artwork Sites  
(locations approximate)

East High Street

East High Street



0 10 20 40



SCALE: 1"=20'-0"

**VERIFY SCALES**  
BAR IS ONE INCH ON ORIGINAL DRAWING  
IF NOT ONE INCH ON THIS SHEET,  
ADJUST SCALES ACCORDINGLY.

**METROLINK STATION NORTH  
PARKING LOT EXPANSION**

ATTACHMENT 2

SAMPLE AGREEMENT

*(For illustration purposes only – do not submit with proposal.)*

AGREEMENT BETWEEN THE CITY OF MOORPARK AND  
\_\_\_\_\_ FOR PUBLIC ART PROJECT AT  
MOORPARK STATION NORTH PARKING LOT

THIS AGREEMENT, is made and effective as of this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_, between the City of Moorpark, a municipal corporation (“City”) and \_\_\_\_\_, a \_\_\_\_\_ (“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 Station North Parking Lot located at 300 East High Street, 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 \_\_\_\_\_, 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 and Schedule of Payment, Exhibit \_\_\_\_\_, 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 \_\_\_\_\_ and this Agreement, the language contained in this Agreement shall take precedence.

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

Compensation for the services to be performed by Artist shall be in accordance with Exhibit \_\_\_\_\_ and Section 6 of this Agreement. Compensation shall not exceed the rates or total contract value of \_\_\_\_\_ dollars (\$XXX,XXX) as stated in Exhibit \_\_\_\_\_, 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 subcontractors 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.

Title to the completed Artwork shall immediately vest in the City upon final acceptance by the City, and all ownership rights shall be transferred, conveyed, and assigned to the City for all purposes permitted by this Agreement. Prior to completion of the Artwork, City shall have the right, at its option, to claim ownership, possession, and control of the uncompleted portions of the Artwork which are on the Project Site.

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.

q) Notification in the Event of Removal or Relocation. The City, at its sole discretion, shall make reasonable efforts to notify the Contractor in a reasonable time prior to any removal or relocation of the Artwork. In the event of removal from City property, the City may offer the Artwork to the Artist free of charge, but the Artist shall cover all costs associated with removal and delivery of the Artwork to a contractor designated site. The removal must occur without damage to the City's property and shall occur on a date and in a manner which is mutually approved by the City and 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 \_\_\_\_\_, 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 \_\_\_\_\_ dollars (\$XX,XXX) 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 in accordance with the Schedule of Payment as set forth in Exhibit \_\_\_\_\_. The Project Budget, excluding the Artist's Fee, shall not exceed \_\_\_\_\_ dollars (\$XXX,XXX) for work directly related to the services set forth in Exhibit \_\_\_\_\_. Artist shall complete the tasks according to the Schedule of Performance, which is set forth in Exhibit \_\_\_\_\_.

Artist shall submit invoices in accordance with the Schedule of Payment set forth in Exhibit \_\_\_\_\_. 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. 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. The City Manager, if authorized by City Council, may approve additional work not to exceed ten percent (10%) of the amount of the Agreement.

## 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 \_\_\_\_\_ dollar (\$XX,XXX) Artist's Fee.

In the event this Agreement is terminated or suspended pursuant to this Section, the City shall pay to Consultant the actual value of the work performed up to the time of termination or suspension and consistent with the Schedule of Payment, provided that the work performed is of value to the City. Upon termination or suspension of the Agreement pursuant to this Section, the Consultant 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: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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. 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.

26. 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.

27. 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.

28. 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.

29. 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.

30. 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.

31. 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

\_\_\_\_\_

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

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

Troy Brown, City Manager

\_\_\_\_\_

Attest:

\_\_\_\_\_

Ky Spangler, 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 (ongoing operations) and No. CG 2037 (completed operations) with edition 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.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – SCHEDULED PERSON OR  
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law, and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations,

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

**Attachment 4  
APPLICATION CHECKLIST**



**Public Art: Moorpark Station North Parking Lot**  
City of Moorpark  
Parks, Recreation and Community Services Department  
799 Moorpark Avenue, Moorpark, CA 93021

Applications must be received by: FEBRUARY 9, 2022, 5:00 pm (PST)

**Please type or print clearly.**

Name(s) of Applicant (*indicate lead artist if applying as a team*) \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Email(s) \_\_\_\_\_ Website \_\_\_\_\_

Telephone (*primary*) \_\_\_\_\_ Telephone (*alternate*) \_\_\_\_\_

**Please check off the following items to ensure a complete application:**

- Completed and Signed Application Checklist
- Letter of Interest
- Images of past work with annotations (*max 20 images*)
- Resume (*for each team member if applying as a team*)
- Professional References
- Electronic Copy of All Application Materials (preferably on USB thumb drive)
- Optional: Self-Addressed, Stamped Envelope

**Please tell us how you heard about this project:**

- Email
- Friend/Artist
- Moorpark Website
- Listserv (*name*) \_\_\_\_\_
- Newspaper (*name*) \_\_\_\_\_
- Other: \_\_\_\_\_

**To produce previous work for the public realm, I/we have (please check all that apply):**

- |   |  |
|---|--|
| <input type="checkbox"/> Been commissioned by a public organization                         | <input type="checkbox"/> Hired subcontractors                    |
| <input type="checkbox"/> Installed/had installed exterior/outdoor artwork                   | <input type="checkbox"/> Worked with general contractors         |
| <input type="checkbox"/> Selected and designed with durable materials                       | <input type="checkbox"/> Obtained worker's compensation coverage |
| <input type="checkbox"/> Obtained general liability insurance                               | <input type="checkbox"/> Worked with structural engineers        |
| <input type="checkbox"/> Created budgets and timelines                                      | <input type="checkbox"/> Worked with architects                  |
| <input type="checkbox"/> Obtained input from community groups                               | <input type="checkbox"/> Worked with landscape architects        |
| <input type="checkbox"/> Presented concepts to approval committees and/or elected officials |  |

**I/We verify that I/we have:**

- Read and understood the terms and conditions of the Informal RFQ for Public Art: Moorpark Station North Parking Lot.
- Reviewed all term and conditions of the Sample Agreement (Attachment 2 to the RFQ), including insurance requirements, and am able to comply.

**All materials submitted as a part of this Request for Qualifications are, to the best of my knowledge, accurate and complete. (If applying as a team, lead artist must sign on behalf of all team members).**

**Applicant Signature** \_\_\_\_\_

**Date** \_\_\_\_\_