REQUEST FOR QUALIFICATIONS

PUBLIC ART FOR THE PUBLIC SAFETY BUILDING (Project 20-49)

Applications Deadline: **11:59 p.m. (Pacific Time), Friday, October 16, 2026**

Summary

The City of Mountain View Visual Arts Committee (VAC) seeks to commission one or more artists or artist teams to design and execute public art for one to three locations at the Public Safety Building (Project 20-49) at 1000 Villa Street, Mountain View, CA, at the corner of Villa and Franklin Streets (Figure 1). The new Public Safety Building will serve as the City of Mountain View Police Department and Mountain View Fire Department (public safety departments') administration headquarters, and will include the emergency communications center and emergency operations center. Applications must be submitted online on www.callforentry.org (CaFÉ) by October 16, 2026, and only the first 100 applications will be accepted.

Figure 1: Public Safety Building Rendering (Villa Street and Franklin Street Intersection)

Artist Eligibility

This Request for Qualifications (RFQ) is open to all professional artists/artist teams meeting the following criteria:

- **Residency**: Must reside in the Western United States (California, Alaska, Arizona, Colorado, Hawaii, Idaho, Montana, Nevada, New Mexico, Oregon, Utah, Washington, and Wyoming);

- **Age**: Must be over the age of 18;

- **Skill and Experience**:

  Proven experience successfully designing, fabricating, and installing permanent outdoor public art of similar scope, scale, and budget complexity;

  Demonstrated capacity to collaborate effectively with City staff, general contractors, landscape architects, and licensed California structural engineers;

  Understanding of civic site constraints, including ADA/Title 24 accessibility, tamper-proof hardware specifications, and durable, non-sacrificial anti-graffiti finishes;

  and Documented ability to adhere to rigorous construction timelines, phased milestones, and municipal contract and insurance requirements.

Artists residing in California who meet all the criteria outlined in this RFQ are encouraged to apply.

City of Mountain View Overview

Mountain View is in the heart of Silicon Valley and at the center of the technology industry, covering 12 square miles and home to almost 86,500 residents, many nationally and internationally known corporations, and a thriving small-business base. Located 10 miles north of San Jose and 35 miles south of San Francisco, the central location provides easy access to the entire San Francisco Bay Area and to cities across Northern California. Mountain View prides itself on its attractive, well-built residential communities, served by neighborhood parks and playgrounds, recreational facilities, quality education, and convenient shopping.

Over the years, the City has instituted a **Public Art Program** and built a collection of public art using public/private partnerships, community involvement, and some public funds. A major component of this program is a City Policy known as the Two Percent for Art Program, which requires that 2% of all major City capital improvement projects over $1 million be spent on public art related to the project. This program is administered by the VAC, a seven-person, City Council-

appointed advisory committee that will recommend public art to the City Council, whose decision is final.

Public Safety Values and Mission

The City of Mountain View public safety teams, the Mountain View Fire Department (MVFD) and Mountain View Police Department (MVPD) ("public safety departments"), both place the City's organizational values of providing exceptional service, acting with integrity, and treating others with respect at the center of their operations.

Together, the public safety departments are dedicated to delivering exceptional, impartial service that is accessible to all, ensuring every interaction builds mutual confidence and safety. Grounded in a commitment to organizational integrity and high ethical standards, public safety personnel hold themselves to being trustworthy, reliable, and deeply dedicated to doing the right thing, the right way, for the right reason.

Operationally, the public safety departments balance this community-first approach with a progressive, forward-looking vision. MVFD drives this forward by investing heavily in education, training, response, and prevention to minimize the risks of fire and natural disasters, while actively prioritizing environmental protection. Simultaneously, MVPD pairs this proactive philosophy with highly competent, professional police services. By blending innovative best practices with an unyielding sense of duty, Mountain View's public safety departments work seamlessly together to save lives, protect property, and safeguard the local environment.

Site and Project Description

The City of Mountain View is constructing a new City public safety building ("Public Safety Building," Project 20-49) at 1000 Villa Street to replace the existing administration headquarters of the public safety departments.

Situated on the edge of vibrant Downtown Mountain View, the site is positioned along major transit and pedestrian corridors: adjacent to Shoreline Boulevard, just a few blocks from the Castro Street dining and shopping area, and less than a mile from the Downtown Mountain View Transit Center, a major transit hub.

The new Public Safety Building (Figure 2, project site) will serve as a modern, structurally safe, and resilient civic anchor and operations center for the public safety departments, offering high public visibility and opportunities for public art engagement.

Figure 2: Project Site

Architectural features for the public-facing areas include:

- Fiber-cement panels (chalk grey, jadeite green, fossil grey) and faux-wood aluminum soffit cladding with windows featuring an integrated oak tree graphic (see Figure 3).
- Repurpose the clock tower mechanism from the original 1980 facility and a historical display panel detailing local public safety history.

Site constraints and technical considerations for public artworks include:

- Materials must withstand weather, UV exposure, and public contact with minimal ongoing city maintenance.
- Installations must not obstruct sightlines for emergency vehicles entering/exiting, impede pedestrian flow, or compromise restricted perimeter access.
- No sharp edges, climbable structures near secured perimeters, or loose components.
- Exterior/lobby sculptures must avoid hollow, unsealed cavities, blind nooks, or crevices where contraband, weapons, or suspicious packages could be hidden or concealed.

- Outdoor sculptures or ground installations must leave a clear, accessible path of travel (typically minimum 48”–60”) to primary public entryways without creating trip hazards or cane-detection violations under the California Building Code (CBC Chapter 11B).

Figure 3: Public Safety Building Conceptual Rendering (Franklin Street)

Entries that do not meet the eligibility requirements will be withdrawn from consideration.

Public Art Project Budget

The total dedicated public art budget for the Public Safety Building is **$400,000**. Semi-finalists selected to prepare design proposals will receive a $1,000 design stipend upon completion of their design proposal, paid from the dedicated public art budget.

The public art project budget is all-inclusive of project costs, including artists’ fees and expenses, taxes, materials, permit fees, travel, framing, shipping and crating, insurance fees, additional site preparation, footings, equipment rental, fabrication, contractors and subcontractors, and installation of the artwork.

Conceptual Plan and Potential Artwork Locations

There are three opportunities for public art around the Public Safety Building (see Figure 4):

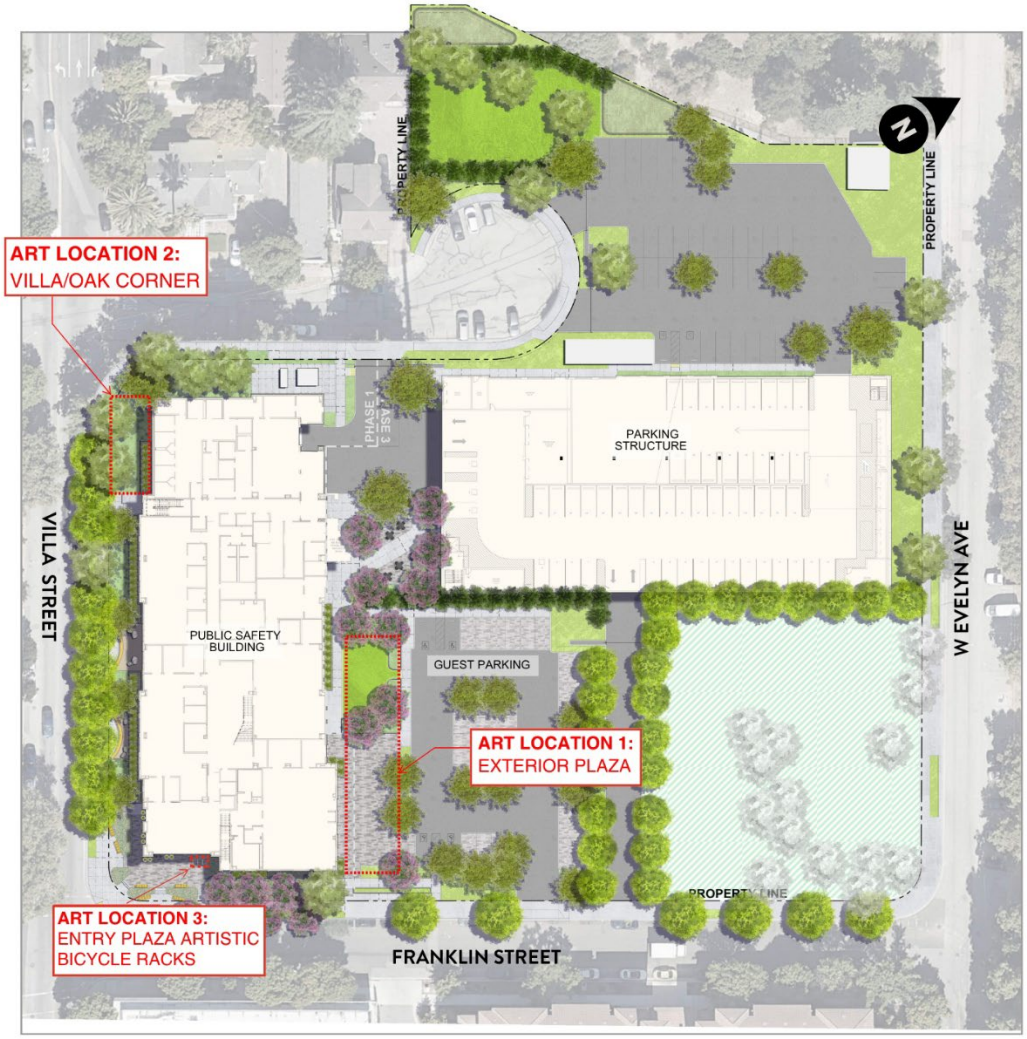

Figure 4: Public Art Opportunity Sites

1. **Location 1 – Exterior Plaza**: This area includes an activity lawn and paved outdoor entry plaza that will generally be accessible to the public, except for City staff events and trainings. Art locations could be placed within the planting area or hardscape (paver) area and should be assumed to occupy no larger than a 6’ x 6’ footprint (total area is around 1,000 square feet). The exact placement and footprint are flexible, depending on the final art piece, if site constraints are met.

2. **Location 2 – Rear Building at Villa/Oak Corner**: There are three adjacent wall panels on the exterior building facade where art pieces could be installed (two measuring 6’-6” x 21’-6” and one measuring 13’ x 21’-6”), along with space for a three-dimensional sculpture in the adjacent planting area directly in front of these panels. Artists may

apply for the wall panels, ground sculpture, or both. However, if a submission proposes to use all four elements (the three adjacent wall panels plus the ground sculpture), it must be submitted as a single, unified concept by an individual artist or as a collaborative entry by an established artist team.

3. **Location 3 – Entry Plaza Bicycle Racks**: The plan incorporates space for three bicycle racks as an opportunity for functional art. The footprint of the area with the bicycle racks is approximately 5’ x 9’.

The $400,000 project budget can be used for one or more artworks at one or more locations.

Figure 5: Public Safety Building Conceptual Rendering (Franklin Street – Location 1)

Figure 6: Public Safety Building Conceptual Rendering (Villa Street – Location 2)

Figure 7: Public Safety Building Conceptual Rendering (Franklin Street – Location 3)

Conceptual Themes and Location 1 Memorial

Project Conceptual Themes

The City of Mountain View is commissioning permanent public art that embodies the overarching mission, collaborative spirit, and civic dedication of the public safety departments. Artworks should visually express themes of **community resilience, historical legacy, guardianship and partnership, safety, protection, and reciprocal community support.**

Because public safety operations are deeply interconnected with the residents they protect, artist submissions must reflect authentic community engagement, proactive service, and the unified partnership between the public safety departments (MVPD and MVFD).

Location 1 (Exterior Plaza): Dedicated Public Safety Memorial

The preferred art installation for Location 1 (Exterior Plaza) is a permanent, high-impact public memorial dedicated to honoring Mountain View public safety personnel who have lost their lives in the line of duty. Core Parameters for the Location 1 Memorial include:

- The memorial must represent the collective service and partnership of both public safety departments rather than separate entities.
- The design must accommodate names/plaques (with the structural components) and have capacity to add names over time).

- The installation will anchor the public entry lawn/plaza, creating a durable, dignified, and contemplative space accessible to families, department members, and the community, but cannot impede functional use of the space for public and private gatherings (e.g. community events, special events, and trainings).

Note on Submittals: *This RFQ evaluates only past qualifications.* ***Conceptual sketches, renderings, or specific design solutions are neither requested nor evaluated at this stage****. Detailed project design guidelines will be provided to shortlisted artists selected for the Request for Proposals (RFP) phase.*

Estimated Schedule (dates subject to change)

The following schedule outlines the anticipated milestones for this selection and commissioning process. All dates are tentative and subject to adjustment by the City.

Item	Date
Webinar Info-session (Zoom Registration)	Tuesday, October 6, 2026 (Noon)
Request for Qualifications Deadline	11:59 p.m., Friday, October 16, 2026
Artist Qualifications Review & Shortlist Selection	November 2026
Request for Proposal (RFP) Invitation	December 2026
RFP Review & Final Selection	February 2027
City Council Review and Approval	Spring 2027
Construction Bid (artworks will be incorporated)	Summer 2027
Grand Opening	2029

Selection Process

A review panel will evaluate applications using the following criteria:

- Suitability, originality, and artistic quality and style as demonstrated in past work, along with the overall aesthetic merit of the artist's creative approach;

- Demonstrated ability to execute work that withstands outdoor public conditions, uses durable materials, and requires minimal long-term maintenance;

- Proven track record successfully managing permanent public art commissions of similar scale, scope, and budget, including experience collaborating with municipal teams, contractors, and the public process.

The selection panel will consist of members of a project-specific Visual Arts Committee ad hoc subcommittee, a community representative, past and current public safety department representatives, public art and design professionals, and representatives from the City of Mountain View Public Works Department.

A shortlist of artists will be established by the selection panel, and these artists will be invited to develop a detailed design proposal for consideration as part of a Request for Proposal (RFP). A $1,000 design stipend will be paid to each selected artist (or artist team) upon satisfactory completion of their design proposal. To receive the design stipend and participate in the RFP phase, shortlisted artists will be required to execute the City's short-form professional services agreement (Attachment 2 – Sample Short-Form Professional Services Agreement for Design Services). Selected artists will be provided with additional drawings and information to aid in their design process.

The final design proposals will be presented to the VAC for review. Artists may be asked to present their design (online or in person; there will be no compensation for travel). The VAC will rank the design proposals, and a recommendation will be made to the City Council for final selection of the public art design/artist. The City Council may require additional drawings or information for their respective review. The VAC is willing to work with an artist or artists on the design proposal to ensure suitability and sustainability. The City and VAC reserve the right to reject any or all proposals.

Application Requirements

This is a Request for Qualifications only. Please do not submit design ideas or proposals at this time. These items will not be included in the selection process until the next phase.

All applications must be submitted electronically via CaFÉ at www.callforentry.org (at no charge for artists). Hard-copy submissions sent by mail, email, fax, or hand-delivery will not be accepted or reviewed. Incomplete or late submittals will be disqualified.

Prepare the following in advance of applying:

- **Artist resumé (**outlining *relevant public art project experience*, no more than two (2) pages in length, .pdf preferred)

- **Letter of interest and artist statement** (one page maximum, .pdf preferred)

- **Five (5) to ten (10) images of previous artworks completed within the past five years with annotations.** All artwork images must be examples demonstrating the artist's ability to create durable artwork suitable for outdoor elements and public settings.

- **Online Presence.** If you have a website and/or active social media accounts, please provide links. If you do not have a website or active social media accounts that show your artwork, write N/A.

When completing the online application on CallforEntry.org (CaFÉ), applicants must indicate their project preferences and confirm compliance with key requirements:

- **Location Preference:** Indicate interest in Location 1, Location 2, Location 3, or multiple/open.

- **RFQ Process (Required: "Yes"):** Acknowledge that this is an RFQ only.

- **City Contract (Required: "Yes"):** Acknowledge willingness to enter into the City's standard agreement.

- **Insurance & Business License (Required: "Yes"):** Acknowledge ability to meet City's insurance requirements and secure a Mountain View business license if selected.

- **Permits & Structural Engineering (Required: "Yes"):** Acknowledge responsibility for obtaining required building permits, hiring a licensed California structural engineer, and complying with Contractor State License Law for Installation within the artwork budget.

All applicants should allow adequate time to submit their applications. For additional assistance with CaFÉ, please contact WESTAF by calling 303-629-1166 or emailing cafe@westaf.org.

Award of Contract

The City of Mountain View reserves the right to accept or reject any submittals and to alter or extend the selection process as needed. This Request for Qualifications and the selection process shall in no way be deemed as a binding contract or agreement of any kind between the City and the artist. Award of a contract is contingent upon approval by the City Council. Artists and artist teams selected and approved will contract with the City for the entire duration of the project.

Short-listed semi-finalists invited to the RFP phase must enter into the City's short-form agreement prior to beginning proposal design work (see Attachment 2 – Sample Short-Form Professional Services Agreement for Design Services). Following final sectional and approval by City Council, finalist(s) will be required to execute the City's standard artist agreement, obtain a Mountain View business license, and meet City insurance standards prior to contract execution (see Attachment 1 – Sample Agreement, Section 19, for specific coverage and limits).

The artwork commissioned for this project shall become the property of the City of Mountain View. The artwork will be maintained as part of the City's permanent art collection. The City shall have no obligation to display the artwork for any particular period or in perpetuity.

Selected Finalist Responsibilities

The selected artist or artist team will be expected to work with City staff to develop the specific parameters for the public art component and implement all aspects of the project. These specifics include:

- Developing the final design proposal and material specifications in coordination with City staff.
- Securing required building permits and retaining a licensed California Structural Engineer for calculations and foundation plans (fees must be factored into the overall budget).
- Securing and maintaining required insurance coverage (General Liability, Automobile Liability, and Workers' Compensation as applicable) and obtaining a City of Mountain View business license prior to contract execution.
- Managing fabrication, delivery, and complete installation of the artwork in compliance with prevailing wage requirements.
- Providing maintenance instructions and engineering documentation upon project completion.
- The creation and installation of Artwork shall comply with the Contractors State License Law (Business and Professions Code Section, 7000, *et seq.*) where required.

Contact Information

Questions about the Call for Artists: All questions or requests for additional information regarding this Call for Artists should be emailed to vac@mountainview.gov.

Questions about using CaFÉ: Any questions regarding the CaFÉ website should be directed to WESTAF at 303-629-1166 or www.callforentry.org.

AGREEMENT BETWEEN THE CITY OF MOUNTAIN VIEW AND _____ REGARDING PRODUCTION, PURCHASE, AND INSTALLATION OF ARTWORK

This AGREEMENT is dated for identification this ____ day of _____ 20___, by and between the CITY OF MOUNTAIN VIEW, a California charter city and municipal corporation, whose address is 500 Castro Street, P.O. Box 7540, Mountain View, California, 94039-7540 (hereinafter "CITY"), and _____, whose address is _____ (hereinafter "ARTIST"), (CITY and ARTIST hereinafter collectively "Parties" or individually "Party").

RECITALS

A. WHEREAS, CITY desires to place artwork at the designated location as part of Public Safety Building (Project 20-49); and

B. WHEREAS, ARTIST was selected by the City Council of CITY after reviewing a proposal for the commission of a _____ created by ARTIST; and

C. WHEREAS, ARTIST desires to transfer ownership of the artwork as well as the intellectual property rights in the artwork to CITY, and CITY desires to accept said artwork and interests.

AGREEMENT

NOW, THEREFORE, in consideration of the recitals and mutual promises, and subject to the terms and conditions set forth herein, the Parties agree as follows:

1. **Description of Artwork.** The artwork to be designed for CITY is to be as described in the proposal dated _____, which is attached hereto and incorporated herein as Exhibit A, presented to the City Council on _____ (hereinafter the "Artwork"). The Artwork shall not materially deviate from the proposal and shall be as represented regarding the size, materials, and color of the actual rendition.

ARTIST warrants that the Artwork is the only edition of this Artwork. ARTIST will not execute or authorize another to execute another artwork of the same design, dimensions, or materials as the Artwork purchased by CITY pursuant to this Agreement.

ARTIST shall provide a translation of any foreign languages and symbols used in the Artwork. ARTIST warrants that any translations provided shall adequately and accurately translate the symbols and language in the Artwork.

2. **Compensation.** Maximum compensation to ARTIST for the design, production, and installation of the Artwork described herein shall not exceed _____ Dollars

($_____). Said sum shall include all expenses incurred for design, fabrication, delivery, and all other costs and shall constitute full compensation for all of ARTIST's responsibilities set forth herein.

3. **Schedule and Term.** ARTIST shall commence work under this Agreement on written notice to proceed by CITY ("Notice to Proceed") and shall complete delivery and installation of the Artwork on or before _____.

4. **Milestones and Payment Schedule.** Payment for services rendered pursuant to this Agreement shall be provided to ARTIST upon satisfactory completion of the milestones described herein as follows:

a. CITY shall pay ARTIST _____ Dollars ($____) within thirty (30) days of receiving and approving a billing statement for satisfactory completion of the _____.

b. CITY shall make final payment within thirty (30) days of receiving and approving a billing statement for the satisfactory delivery and installation of the Artwork.

5. **Fabrication or Installation by Subcontractor.** If the Artwork will be fabricated or installed by one (1) or more subcontractors, ARTIST shall provide CITY with the name, address, and telephone number of each subcontractor not less than ten (10) days after the Notice to Proceed is issued under this Agreement. ARTIST represents and warrants that the creation of the Artwork shall comply with the Contractors State License Law (Business and Professions Code Section, 7000, *et seq.*) where required.

6. **Freight and Tax**. Prices quoted shall include all freight costs and ownership transfers to CITY at CITY's location with F.O.B. (Free On Board) destination to the designated locations. Freight or shipping charges (separate from handling) as well as California Sales or use tax, if applicable, must be shown on the invoice as a separate line item.

7. **Lien Releases.** ARTIST shall provide CITY with signed lien release forms from all suppliers selling or providing materials to ARTIST for inclusion in the Artwork, for which payment has not been received by suppliers, not less than ten (10) days prior to ARTIST beginning any installation work.

8. **Delivery of Artwork.** ARTIST shall deliver the completed Artwork to _____ or at another destination within the City of Mountain View to be selected by CITY (hereinafter "the Site"). ARTIST shall coordinate delivery and installation with CITY.

9. **Installation of Artwork.** ARTIST shall install the Artwork and shall be responsible for the repair of any damage to the Artwork which may occur during delivery or installation. The Artwork shall be installed at the Site which shall be designated by CITY. ARTIST shall be responsible for Site preparation, permits, and engineering, if required. ARTIST shall provide CITY

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with detailed plans and specifications for installation a minimum of sixty (60) days prior to the scheduled installation of the Artwork. ARTIST represents and warrants that the installation of the Artwork shall comply with the Contractors State License Law (Business and Professions Code Section, 7000, *et seq.*) where required.

10. **Display.** ARTIST hereby grants to CITY or CITY's agents the exclusive right to display the Artwork.

11. **Title.** Title to the Artwork will remain in the possession of ARTIST until the Artwork has been installed and CITY has provided final written acceptance of the Artwork to ARTIST (hereinafter "Final Acceptance"). Title shall transfer to CITY upon Final Acceptance.

12. **Credits.** When publicly displayed, a plaque identifying ARTIST and the title of the Artwork shall be publicly displayed in the area adjacent to the Artwork.

13. **Maintenance Instructions.** ARTIST shall provide CITY with written instructions for appropriate maintenance and preservation of the Artwork a minimum of thirty (30) days prior to its installation.

SAMPLE

14. **ARTIST Warranty of Quality and Uniqueness.** Upon Final Acceptance of the Artwork by CITY, ARTIST warrants that it shall be free from defects in materials and workmanship, including inherent vice. ARTIST shall, for a period of three (3) years after Final Acceptance by CITY, correct any such defects at ARTIST's own expense. "Inherent vice" refers to a quality within the material or materials which comprise the Artwork which, either alone or in combination with other materials used in the Artwork or reacting to the environment, results in the tendency of the Artwork to destroy itself. Upon written notification of a defect in materials or workmanship, ARTIST shall have sixty (60) days to commence repairs and shall conclude repairs within a reasonable time. Regardless of the foregoing, CITY is not required by this Agreement to maintain the Artwork to any particular standard. CITY may, in CITY's sole discretion, permit the Artwork to deteriorate in accordance with the Artwork's temporary life span. If the Artwork suffers deterioration, CITY shall have the sole discretion to determine whether to remove the Artwork from display as a result of deterioration or whether to maintain the Artwork on display despite its deteriorated condition.

15. **Right of First Refusal.** In the event CITY determines to sell the Artwork, CITY shall send notice to ARTIST at the last known address provided to CITY and provide ARTIST with a right of first refusal to purchase the Artwork at the then-current appraised value.

16. **Intellectual Property Rights.**

a. ARTIST's Copyright. Subject to usage rights and licenses granted to CITY as set forth in this Agreement, ARTIST shall retain all copyrights in the Artwork. ARTIST may place a copyright notice on the Artwork in the form and manner required to protect copyrights in the Artwork under the United States copyright law. If the copyright is registered with the

U.S. Copyright Office, ARTIST shall provide CITY with a copy of the application for registration, the registration number, and the effective date of the registration.

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b. CITY's Right to Display, Reproduce. ARTIST grants to CITY and to CITY's agents, authorized contractors, and assigns, an unlimited, nonexclusive, and irrevocable license to do the following with respect to the Artwork, in all media:

(1) Implementation, Use, and Display. CITY may use and display the Artwork.

(2) Reproduction and Distribution. CITY may make, display and distribute, and authorize the making, display, and distribution of, photographs and other two (2) dimensional reproductions. CITY may use such reproductions for any CITY-related noncommercial purpose, including advertising, educational and promotional materials, brochures, books, flyers, postcards, print, broadcast, film, electronic and multi-media publicity, documentation of CITY's public art collection, and catalogues or similar publications. CITY shall credit ARTIST for the Artwork upon publication of any two (2) dimensional reproductions of the Artwork.

c. Third-Party Infringement. CITY is not responsible for any third-party infringement of ARTIST's copyright and is not responsible for protecting the intellectual property rights of ARTIST.

17. **ARTIST's Moral Rights; CITY's Ownership Rights.**

a. CITY intends to display the Artwork at the Site as originally created by ARTIST and to maintain the Artwork in good condition. ARTIST understands and agrees that the Artwork, when installed, will be incorporated within and made a part of the Site in such a way that removing the Artwork from the Site or the destruction or modification of the Site may cause destruction, distortion, mutilation, or other modification of the Artwork. Accordingly, ARTIST agrees that CITY, in connection with CITY's power and duty to operate and manage CITY property in the public's interest, shall have the right: to remove the Artwork from the Site; to damage or alter CITY's own property in a manner that defaces, mutilates, alters, or destroys the Artwork to transport and install the Artwork at an alternate location that CITY chooses in CITY's sole discretion; and to the extent any element of the Artwork constitutes a public safety hazard, the right to remove or modify the element posing the hazard.

b. If CITY alters the Artwork without ARTIST's consent in a manner that is prejudicial to ARTIST's reputation, ARTIST retains the right to disclaim authorship of the Artwork.

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c. To the extent this Agreement is inconsistent with the Federal Visual Artists Rights Act (17 U.S.C. §§ 106A & 113(d)), the California Art Preservation Act (CA Civil Code §§ 987, *et seq*.), and any other local, state, federal, or international laws that convey rights of the same nature as those conveyed under 17 U.S.C. § 106A, CA Civil Code §§ 987, *et seq*., or any other type of moral right protecting the integrity of works of art (the "Laws"), this Agreement shall control. With respect to the Artwork produced under this Agreement, and in consideration of the procedures and remedies specified in this Agreement, ARTIST expressly waives any rights to preservation of the Artwork and to any rights provided by the Laws, and CITY and CITY's officers, agents, employees, successors, and assigns shall have no liability to ARTIST or any other person arising under the Laws.

18. **Independent Contractor.** It is agreed that ARTIST is an independent contractor, and all persons working for or under the direction of ARTIST are ARTIST's agents and employees, or qualify as independent contractors as defined and required by applicable law, and said persons shall not be deemed agents, officers, partners, or joint venturers of CITY or employees of CITY by virtue of this Agreement. ARTIST will defend, indemnify, and hold CITY harmless from any claims, demands, liabilities, costs, and expenses arising from ARTIST's misclassification of workers providing services under this Agreement.

19. **Business License.** Prior to the execution of this Agreement, ARTIST shall comply with Article I of Chapter 18 of the Mountain View City Code. More information is available online at www.mountainview.gov/our-city/departments/finance-and-administrative-services/billing/business-licenses or at City Hall, 500 Castro Street, Second Floor, Finance and Administrative Services Department Lobby.

20. **Insurance.**

a. Commercial General Liability Insurance. ARTIST shall obtain and maintain Commercial General Liability insurance in a minimum amount of Two Million Dollars ($2,000,000) per occurrence. If a general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement or the general aggregate limit shall be twice the required occurrence limit. ARTIST's insurance coverage shall be written on an occurrence basis.

b. Automobile Liability Insurance. ARTIST shall obtain and maintain Automobile Liability insurance in a minimum amount of One Million Dollars ($1,000,000) per occurrence.

c. Workers' Compensation Insurance. ARTIST is an individual or a company that has entered, or will be entering, into an agreement with CITY to provide goods or services.

ARTIST is familiar with the Workers' Compensation laws of California (generally contained in Section 3700 of the Labor Code), including those provisions which provide for specific exemptions from the requirement that all employers must carry Workers'

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Compensation insurance, and ARTIST maintains they are exempted under the law from the requirement to maintain Workers' Compensation insurance coverage.

In addition, during the term of any work for CITY under said Agreement: (1) ARTIST will not employ any person in any manner so as to become subject to the Workers' Compensation laws of California; or (2) should ARTIST become subject to the Workers' Compensation provisions of Section 3700 of the Labor Code for any reason, ARTIST shall forthwith comply with those provisions and send evidence of financial compliance to CITY.

d. Acceptability of Insurers. Insurance is to be placed with insurers with a current *A.M. Best's Rating* of A:VII unless otherwise acceptable to CITY.

e. Verification of Coverage. Insurance, deductibles, or self-insurance retentions shall be subject to CITY's approval. Original Certificates of Insurance with endorsements shall be received and approved by CITY before work commences, and insurance must be in effect for the duration of the Agreement. The absence of insurance or a reduction of stated limits shall cause all work on the project to cease. Any delays shall not increase costs to CITY or increase the duration of the project.

f. Other Insurance Provisions:

(1) If ARTIST maintains broader coverage and/or higher limits than the minimums shown above, CITY requires and shall be entitled to the broader coverage and/or the higher limits maintained by ARTIST. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to CITY.

(2) The City of Mountain View and CITY's officers, officials, employees, and volunteers are to be covered as an additional insured by an endorsement at least as broad as ISO Form CG 20 10 11 85 or, if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38 and CG 20 37 if a later revision is used, or other endorsement approved by CITY's Risk Manager for Commercial General and Automobile Liability coverages.

(3) For any claims related to ARTIST's services pursuant to this Agreement, ARTIST's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 with respect to CITY and CITY's officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by CITY and CITY's officers, officials, employees, and volunteers shall not contribute to it.

(4) ARTIST grants CITY a waiver of any rights to subrogation which any insurer of ARTIST may acquire against CITY by virtue of the payment of any loss under such insurance (ISO CG 24 04 for CGL) and an endorsement to the Workers' Compensation policy. This provision applies regardless of whether or not CITY has received a waiver of subrogation endorsement from the insurer.

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(5) ARTIST shall provide thirty (30) days' notice to CITY in the event of cancellation or modification to the stipulated insurance coverage.

(6) In the event ARTIST employs subcontractors as part of the work covered by this Agreement, it shall be the responsibility of ARTIST to ensure that all subcontractors comply with the same insurance requirements as stated in this Agreement.

(7) Approval of the insurance by CITY or acceptance of the Certificate of Insurance by CITY shall not relieve or decrease the extent to which ARTIST may be held responsible for payment of damages resulting from ARTIST's services or operations pursuant to this Agreement, nor shall it be deemed a waiver of CITY's rights to insurance coverage hereunder.

(8) If, for any reason, ARTIST fails to maintain insurance coverage that is required pursuant to this Agreement, the same shall be deemed a material breach of Agreement. CITY, at CITY's sole option, may terminate this Agreement and obtain damages from ARTIST resulting from said breach. Alternately, CITY may purchase such required insurance coverage, and without further notice to ARTIST, CITY may deduct from sums due to ARTIST any premium costs advanced by CITY for such insurance.

20. **Hold Harmless.** To the fullest extent permitted by law, ARTIST shall defend, indemnify, and hold CITY and CITY's officers, employees, agents, and volunteers harmless from any liability for damage or claims of same, including, but not limited to, personal injury, property damage, and death, which may arise from services or operations of ARTIST or ARTIST's contractors, subcontractors, agents, or employees under this Agreement, or a defect in materials or workmanship (including, without limitation, installation and inherent vice) of the Artwork. CITY shall cooperate reasonably in the defense of any action, and ARTIST shall employ competent counsel reasonably acceptable to the City Attorney.

22. **Applicable Laws and Attorneys' Fees.** This Agreement shall be construed and enforced pursuant to the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of Santa Clara. Should any legal action be brought by a Party for breach of this Agreement or to enforce any provision herein, the prevailing Party of such action shall be entitled to reasonable attorneys' fees, court costs, and such other costs as may be fixed by the court. Reasonable attorneys' fees of the City Attorney's Office, if private counsel is not used, shall be based on comparable fees of private attorneys practicing in Santa Clara County.

23. **Nondiscrimination.** ARTIST shall afford equal employment opportunities for all persons without discrimination because of race, color, religion, sex, sexual orientation, political affiliation, national origin, ancestry, age, marital status, physical or mental disability, military or veteran status, gender identity or expression, or genetic information.

24. **Amendment.** This Agreement may be amended in writing and signed by the Parties.

SAMPLE

25. **Termination.** CITY may terminate this Agreement at any time by providing ten (10) days' advance written notice to ARTIST. Should CITY terminate pursuant to said notice, CITY shall pay ARTIST for ARTIST's services rendered to the date of termination based on percentage of completion of the milestones, as set forth above, including actual reimbursable expenses, and ARTIST shall provide all Artwork materials generated commensurate with progress payments made to CITY forthwith. In no event shall said fees exceed the maximum compensation established in this Agreement.

26. **Attachments or Exhibits.** Except as expressly referenced herein, no portion of any terms or conditions included in any attachments or exhibits shall be a part of this Agreement, and they shall have no force or effect. If any attachments or exhibits to this Agreement are inconsistent with this Agreement, this Agreement shall control.

27. **Entire Agreement.** This Agreement contains the entire understanding between the Parties with respect to the subject matter herein. There are no representations, agreements, or understandings (whether oral or written) between or among the Parties relating to the subject matter of this Agreement which are not fully expressed herein.

28. **Authority to Execute.** The persons executing this Agreement on behalf of the Parties warrant that they are duly authorized to execute this Agreement.

29. **Waiver.** The failure of CITY to insist upon a strict performance of any of the terms, conditions, and covenants contained herein shall not be deemed a waiver of any rights or remedies that CITY may have and shall not be deemed a waiver of any subsequent breach or default in the terms, conditions, and covenants contained herein.

30. **Headings.** The headings in this Agreement are inserted for convenience purposes only and shall not affect the terms of this Agreement.

31. **Public Records.** The Parties recognize and acknowledge that CITY is subject to the California Public Records Act, California Government Code Section 7920.000 and following. Public records are subject to disclosure.

32. **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be void, invalid, or unenforceable, the same will either be reformed to comply with applicable law or stricken if not so conformable, so as not to affect the validity or enforceability of this Agreement.

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33. **Notices.** Any notice given under this Agreement shall be in writing and shall be given by delivering the same to such Party in person, by delivering the same to such Party by reputable overnight courier or express service, or by sending the same to such Party by registered or certified mail, return receipt requested, with postage prepaid. The address(es) of each Party for the giving of notices hereunder are, until changed as hereinafter provided, the following:

To CITY: _____
City of Mountain View
500 Castro Street
P.O. Box 7540
Mountain View, CA 94039-7540

To ARTIST: _____

With a copy to: _____ (optional)

Any notice will be deemed given on the date of delivery, on the date of refusal to accept delivery, or when delivery is first attempted but cannot be made due to a change of address for which no notice was given. A Party may change its notice address(es) at any time by giving written notice of such change to the other Party in the manner provided herein. Notice given by counsel shall be deemed given by the Party represented by such counsel.

34. **Compliance with Law.** ARTIST shall comply with all applicable laws and regulations of the federal, state, and local government, including, but not limited to, "The Code of the City of Mountain View, California." ARTIST specifically agrees to comply with any applicable laws, regulations, and/or guidelines relating to COVID-19, including, but not limited to, Centers for Disease Control and Prevention (CDC) guidelines, Santa Clara County Department of Public Health orders and/or guidelines, and CITY's protocols for contractors related to COVID-19 which are located at www.mountainview.gov/our-city/departments/finance-and-administrative-services/purchasing and incorporated herein by this reference, as amended from time to time.

35. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which in the aggregate shall constitute one and the same instrument, and the Parties agree that signatures on this Agreement shall be sufficient to bind the Parties.

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IN WITNESS WHEREOF, this Agreement, dated _____ for identification, between the City of Mountain View and _____ for commission of the Artwork for _____, is executed by CITY and ARTIST.

"CITY":
CITY OF MOUNTAIN VIEW,
a California charter city and municipal corporation

By: _____
City Manager

Attest: _____
City Clerk

APPROVED AS TO CONTENT:

_____
Community Development Director

FINANCIAL APPROVAL:

_____
Finance and Administrative Services Director

APPROVED AS TO FORM:

_____
City Attorney

"ARTIST":
_____

By: _____

Name: _____

Title: _____

Taxpayer I.D. No.: _____

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SHORT-FORM PROFESSIONAL SERVICES AGREEMENT
(For professional services under $5,000)

This AGREEMENT is dated for identification this ____ day of _____ _____, by and between the CITY OF MOUNTAIN VIEW, a California charter city and municipal corporation, whose address is 500 Castro Street, P.O. Box 7540, Mountain View, California, 94039-7540 (hereinafter "CITY"), and _____, whose address is _____ (hereinafter "CONTRACTOR"), (CITY and CONTRACTOR hereinafter collectively "Parties" or individually "Party").

NOW, THEREFORE, in consideration of the mutual promises contained herein, CITY does hereby engage CONTRACTOR to perform the services set forth herein in accordance with the following terms and conditions:

1. **Description of Services.** CONTRACTOR shall provide the services described in Exhibit A, attached hereto and incorporated herein.

2. **Schedule and Term.** The schedule for performing said services shall begin on _____ and shall end on _____.

3. **Compensation.** The maximum compensation to CONTRACTOR for providing the services set forth herein shall not exceed (including reimbursed expenses) _____ Dollars ($_____).

4. **Payment Schedule.** CITY shall make one (1) payment within thirty (30) days of receiving and approving a billing statement for the satisfactorily completed services of CONTRACTOR.

5. **Independent Contractor.** It is agreed that CONTRACTOR is an independent contractor and all persons working for or under the direction of CONTRACTOR are CONTRACTOR's agents and employees, or qualify as independent contractors as defined and required by applicable law, and said persons shall not be deemed agents, officers, partners, or joint venturers of CITY or employees of CITY by virtue of this Agreement. CONTRACTOR will defend, indemnify, and hold CITY harmless from any claims, demands, liabilities, costs, and expenses arising from CONTRACTOR's misclassification of workers providing services under this Agreement.

6. **Conflict of Interest.** If, in performing the services set forth in this Agreement, CONTRACTOR makes, or participates in, a "governmental decision" as described in Title 2, Section 18700.3(a) of the California Code of Regulations, or performs the same or substantially all the same duties for CITY that would otherwise be performed by a CITY employee holding a position specified in CITY's Conflict of Interest Code, CONTRACTOR shall be subject to CITY's Conflict of Interest Code, the requirements of which include the filing of one (1) or more statements of

economic interest disclosing the relevant financial interests of CONTRACTOR's personnel providing the services set forth in this Agreement. If subject to CITY's Conflict of Interest Code, CONTRACTOR shall notify CITY's City Clerk at city.clerk@mountainview.gov, 650-903-6304, or City Hall, 500 Castro Street, Third Floor in order to enable electronic filing of the FPPC Statement of Economic Interest (Form 700).

7. **Business License.** Prior to the execution of this Agreement, CONTRACTOR shall comply with Article I of Chapter 18 of the Mountain View City Code. More information is available online at www.mountainview.gov/our-city/departments/finance-and-administrative-services/billing/business-licenses or at City Hall, 500 Castro Street, Second Floor, Finance and Administrative Services Department Lobby.

8. **Insurance.** CONTRACTOR shall obtain and maintain Commercial General Liability insurance and Automobile Liability insurance in a minimum amount of Three Hundred Thousand Dollars ($300,000) per occurrence and must comply with all Workers' Compensation insurance laws.

9. **Hold Harmless.** To the fullest extent permitted by law, CONTRACTOR shall defend, indemnify, and hold CITY, its officers, employees, agents, and volunteers harmless from any liability for damage or claims of same, including, but not limited to, personal injury, property damage, and death, which may arise from services or operations of CONTRACTOR or CONTRACTOR's contractors, subcontractors, agents, or employees under this Agreement. CITY shall cooperate reasonably in the defense of any action, and CONTRACTOR shall employ competent counsel reasonably acceptable to the City Attorney.

10. **Applicable Laws and Attorneys' Fees.** This Agreement shall be construed and enforced pursuant to the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of Santa Clara. Should any legal action be brought by a Party for breach of this Agreement or to enforce any provision herein, the prevailing Party of such action shall be entitled to reasonable attorneys' fees, court costs, and such other costs as may be fixed by the court. Reasonable attorneys' fees of the City Attorney's Office, if private counsel is not used, shall be based on comparable fees of private attorneys practicing in Santa Clara County.

11. **Termination.** CITY may terminate this Agreement at any time by providing one (1) day advance written notice to CONTRACTOR.

12. **Entire Agreement.** This Agreement contains the entire understanding between the Parties with respect to the subject matter herein. There are no representations, agreements, or understandings (whether oral or written) between or among the Parties relating to the subject matter of this Agreement which are not fully expressed herein.

13. **Authority to Execute.** The persons executing this Agreement on behalf of the Parties warrant that they are duly authorized to execute this Agreement.

14. **Waiver.** The failure of CITY to insist upon a strict performance of any of the terms, conditions, and covenants contained herein shall not be deemed a waiver of any rights or remedies that CITY may have and shall not be deemed a waiver of any subsequent breach or default in the terms, conditions, and covenants contained herein.

15. **Headings.** The headings in this Agreement are inserted for convenience purposes only and shall not affect the terms of this Agreement.

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17. **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be void, invalid, or unenforceable, the same will either be reformed to comply with applicable law or stricken if not so conformable, so as not to affect the validity or enforceability of this Agreement.

18. **Compliance with Law.** CONTRACTOR shall comply with all applicable laws and regulations of the federal, state, and local government, including, but not limited to, "The Code of the City of Mountain View, California." CONTRACTOR specifically agrees to comply with any applicable laws, regulations, and/or guidelines relating to COVID-19, including, but not limited to, Centers for Disease Control and Prevention (CDC) guidelines, Santa Clara County Department of Public Health orders and/or guidelines, and CITY's protocols for contractors related to COVID-19 which are located at www.mountainview.gov/our-city/departments/finance-and-administrative-services/purchasing and incorporated herein by this reference, as amended from time to time.

19. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which in the aggregate shall constitute one and the same instrument, and the Parties agree that signatures on this Agreement shall be sufficient to bind the Parties.

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IN WITNESS WHEREOF, this Agreement is executed by CITY and by CONTRACTOR.

"CITY":
CITY OF MOUNTAIN VIEW,
a California charter city and municipal corporation

_____
Department

_____
Department Head

"CONTRACTOR":

_____

_____

By: _____

Print Name: _____

Title: _____

_____
Taxpayer I.D. Number