AGREEMENT FOR COMMISSION OF MURAL FOR DISPLAY IN A PUBLIC PLACE

THIS AGREEMENT FOR COMMISSION OF MURAL FOR DISPLAY IN A PUBLIC PLACE is made and entered into this 3rd day of December, 2024 ("Effective Date"), by and between the City of Redondo Beach, a chartered municipal corporation (the "City"), and Ernesto Maranje, an individual (the "Artist").

WHEREAS, the City seeks to commission the creation of a mural (the "Mural") at the City's Public Works Yard, which is located at 545 N. Gertruda Avenue, Redondo Beach, California, 90277;

WHEREAS, the City Council of the City of Redondo Beach ("City Council") has recognized the value of public art in enhancing the City's environment, engendering community pride, and improving residents' quality of life;

WHEREAS, on May 16, 2023, the City published a request for proposals for artists to submit proposed designs for the Project, as defined in Section 1.2, which includes all components related to the design, fabrication, and installation of the Mural at the Site, in conformance with the specifications depicted in Exhibit A attached hereto;

WHEREAS, on July 26, 2023, the Public Art Commission reviewed three submissions and selected the Artist's Mural, titled "Sea Chatter," recommending it to the City Council for approval;

WHEREAS, on March 19, 2024, the City Council reviewed the proposals from the three finalists and unanimously agreed with the Commission's recommendation of Ernesto Maranje, directing staff to finalize an agreement with the Artist;

WHEREAS, the City has allocated \$90.000 in funds from the John Parsons Public Art Fund for the Project;

WHEREAS, the City has determined that the Artist has the necessary qualifications, and both parties desire to execute this Agreement to complete the Project;

WHEREAS, the Artist is committed to creating a Mural that adheres to the Public Art Commission's guidelines while also capturing and reflecting the cultural and environmental character of the City;

WHEREAS, the City intends for the Mural to enrich the visual landscape of the area, engage the community, and enhance the cultural experience within the public space it occupies; and

WHEREAS, the City and the Artist desire to enter into this Agreement to allow the Artist to complete the Project.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein, and intending to be legally bound, the parties hereby agree as follows:

ARTICLE 1. DEFINITIONS

- 1.1 <u>Site</u>: The term "Site" refers to the City's Public Works Yard located at 545 N. Gertruda Avenue, Redondo Beach, California, 90277, where the Mural titled "Sea Chatter" will be installed.
- 1.2 <u>Project</u>: The term "Project" shall encompass the comprehensive scope of activities commissioned by the City, including the design, fabrication, and installation of the Mural titled "Sea Chatter", located at the Site specified in 1.1. This definition encompasses all activities, documentations, and any additional efforts to complete the Mural, as outlined in Exhibit A.
- 1.3 <u>Project Manager</u>: The "Project Manager" is the City-designated individual who will oversee the administration of this Agreement and serve as the primary liaison between the City and the Artist.

ARTICLE 2. ARTIST'S DUTIES

- 2.1 The Artist shall complete the Project, ensuring that the Mural and all related services are performed in a professional manner and in strict compliance with all terms and conditions of this Agreement.
- 2.2 The Artist shall prepare the Site's surface for the Mural as part of the Project's initial phase, applying a primer before starting the Mural, and upon completion, apply an anti-graffiti sealant to protect the Mural.
- 2.3 The Artist acknowledges that his/her unique skill and creativity are central to the Agreement and agrees not to subcontract the artistic or creative aspects of the Project without the City's express written consent. The Artist shall not use third-party contractors to complete the work without the prior written approval of the City designated Project Manager. Any approved subcontracting or delegation shall not relieve the Artist of any obligations or liabilities under this Agreement.
- 2.4 The Artist shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in the Project that are inconsistent with the agreed-upon artistic vision or specifications.
- 2.5 The Artist shall provide monthly progress reports and/or deliverables to the Project Manager in a manner acceptable to the City.
- 2.6 The Artist must manage and complete the Project within the allocated budget of 90,000 inclusive of all materials, labor, and associated costs.
- 2.7 Upon the Project's completion, the Artist shall ensure the Site is left clean and clear of equipment, surplus materials, and debris to the City's satisfaction.
- 2.8 The Artist shall submit in writing any significant changes to the Project's scope, design, color, size, material, utility, support requirements, texture, or location for the

- City and Commission's review and approval.
- 2.9 The Artist shall perform services as outlined in Exhibit A, retaining artistic control within the constraints outlined therein.
- 2.10 Should the City request, in writing, revisions to the work, additional tasks beyond the scope in Exhibit A, or other modifications, the Artist may agree to undertake these changes. Any agreed-upon modifications will result in an amendment to this Agreement.
- 2.11 In the event that the Artist does not agree to requested modifications by the City, and a mutual resolution cannot be achieved, the City reserves the right, at its sole discretion, to terminate this Agreement and seek another artist to complete or modify the work.

ARTICLE 3. CITY'S DUTIES

- 3.1 The City shall remit payment to the Artist as outlined in Article 4, following satisfactory receipt and approval of the Artist's completion of each phase of the Project, as detailed in the payment schedule.
- 3.2 The City reserves the right to review and approve the Artist's progress on a percentage of completion basis. Payment may be adjusted or withheld for any work that does not meet the quality or timeframe agreed upon.
- 3.3 The City will provide necessary support to facilitate the Artist's work as described in this Agreement, which includes, but is not limited to, timely reviews and approvals as required under Section 2.8 for any proposed significant changes to the Project.

ARTICLE 4. PAYMENT SCHEDULE

- 4.1 The City agrees to pay the Artist a total sum of \$90,000 for the successful completion of the Project. This sum covers all materials, labor, and incidental expenses required for the design, fabrication, and installation of the Mural, as well as any other tasks identified as part of the Project scope. The total cost to the City shall not exceed this agreed amount. Payments to the Artist will be disbursed in accordance with the schedule outlined in Section 4.2.
- 4.2 The City will pay the Artist as follows.
 - 4.2.1 An initial payment of 25% of the total Project cost will be paid to the Artist within 30 days following the City's receipt and approval of the completed Project design, facilitating the transition to the Mural creation phase and providing the funds for supplies necessary to begin the Project.
 - 4.2.2 A further payment of 60% of the total Project cost will be issued to the Artist within 30 days of the City's approval of the completed Project.

- 4.2.3 A final payment of 15% of the total Project cost will be made to the Artist within 30 days upon submission of all documentation required by the City and Artist's participation in the dedication ceremony of the Mural, if requested by the City.
- 4.2.4 Notwithstanding the above, should the Artist fail to complete the Project, the City reserves the right to invoke the remedies outlined in Section 5.2 of this Agreement, which includes, but is not limited to refund of payments received by the Artist.
- 4.3 The services to be required of the Artist under this Agreement shall be completed in accordance with the schedule for completion outlined in Article 6, provided that such time limits may be extended or otherwise modified by written agreement between the Artist and the City.
- 4.4 The Artist is responsible for all transportation and storage costs for any equipment, supplies, and materials related to this Project.
- 4.5 Should the Artist delay the completion of the Project beyond the agreed-upon timeline due to controllable factors, the City may enforce liquidated damages of \$100 per day for such delay. The City shall have the right to deduct such damages from any payments due to the Artist under this Agreement. If no further payments are due, the Artist shall be invoiced for the total amount of the liquidated damages, which shall be payable to the City within thirty (30) days of receipt of such invoice. In the event of a breach due to such delays, and if the City is unwilling to grant an extension, the City will have no additional financial obligations to the Artist, and may terminate this Agreement in accordance with Article 5.
- 4.6 If the Artist incurs costs in excess of \$90,000, the Artist shall pay such excess from the Artist's own funds unless the Artist previously obtained written approval for such costs from the City.

ARTICLE 5. TERM AND TERMINATION

5.1 Term

- 5.1.1 This Agreement commences on the Effective Date and will expire on December 2, 2025 unless otherwise terminated herein. Extensions of the Agreement duration may be agreed upon by both parties, subject to a written amendment to this Agreement.
- 5.1.2 Should the Artist encounter force majeure or other unforeseen circumstances that prevent timely performance, the City may grant a reasonable extension for completion. In such case, obligations under this contract will be temporarily suspended during such events, with both parties committed to promptly resuming his/her responsibilities once the events have concluded. These circumstances will not be considered a breach of the contract. For the purposes of this Agreement, force majeure shall mean any unforeseeable

circumstance which is beyond the control of a Party, or any unavoidable event, even if foreseeable, as a result of which such Party is unable to perform its obligations, in whole or in part, under this Agreement. This includes, but is not limited to, acts of God, natural disasters (such as floods, hurricanes, and earthquakes), wars, civil unrest, terrorist acts, strikes, laws or governmental orders, epidemics.

- 5.2 <u>Termination</u>. Should the Artist fail to perform pursuant to the terms of this Agreement, the City, in its sole discretion, shall have the right to terminate this Agreement by giving written notice of termination.
 - 5.2.1 <u>Notice of Termination</u>. Upon receipt of notice of termination under this Article, the Artist shall, as directed by the City within the notice:
 - a. Reimburse the City for all monies paid to that time to the Artist within thirty (30) days of the City's written request for such refund; and/or
 - b. Immediately transfer and deliver the Mural in progress so the City can complete the Project, or cause the Project to be completed by another person or entity.
- 5.3 <u>Set-Off.</u> If any monies were due to the Artist at the time of termination of this Agreement, the City may use those monies to set off any expenses it may incur in completing or removing the Project.
- 5.4 Other Remedies. Notwithstanding the foregoing sections, the Artist will not be relieved of liability to the City for the Artist's breach of this Agreement, and those sections do not preclude the City from seeking damages or any other remedies available to the City.

ARTICLE 6. SCHEDULE OF PERFORMANCE

6.1 Artist shall complete the Project in accordance with the following schedule.

Phase	Completion Date
Finalize Design	January 31, 2025
Installation	September 30, 2025
Documentation and Dedication	October 31, 2025

- 6.2 Either party may propose modifications to the Project completion dates. Any such proposals shall be in writing and be agreed to by the Artist and Project Manager.
- 6.3 Notwithstanding any proposals under consideration, the Artist shall continue to perform his/her duties until any new dates are formally agreed upon and in writing.

ARTICLE 7. ARTIST'S REPRESENTATIONS AND WARRANTIES

7.1 Warranties of Title

- 7.1.1 The Artist represents and warrants that:
 - a. The Mural is solely the result of the artistic effort of the Artist;
 - b. Except as otherwise previously disclosed in writing to the City, the Mural design is unique and original and does not infringe upon any copyright or the rights of any person;
 - c. The Mural design has not been offered for or accepted for sale elsewhere:
 - d. The Artist has not sold, assigned, transferred, licensed, granted, encumbered or utilized the Mural design or any element thereof or any copyright related thereto which may affect or impair the rights granted pursuant to this Agreement;
 - e. The Mural design is free and clear of any liens from any source whatsoever.
 - f. The Mural design 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.

7.2 Guarantee of Material and Workmanship

- 7.2.1 The Artist guarantees that the Mural, including all materials and workmanship, will be free from faults for a period of one (1) year following the installation and the City's final acceptance of the work.
- 7.2.2 In the event that faults in materials or workmanship are discovered during this period, the Artist shall, at no additional cost to the City, repair or replace the faulty materials or rectify the deficient workmanship to the satisfaction of the City.
- 7.2.3 This guarantee applies exclusively to the work directly executed by the Artist or under the Artist's direct supervision and does not extend to any materials or workmanship pertaining to the underlying structure or related projects not under the Artist's purview.
- 7.2.4 The Artist shall deliver the Mural to the City free of any liens arising from the Artist's work.

7.3 Authority

7.3.1 The Artist has the full power to enter into and perform this Agreement and to make the grant of rights contained in this Agreement.

- 7.3.2 These representations and warranties shall survive the termination or expiration of this Agreement.
- 7.3.3 All services performed hereunder shall be performed in accordance with all applicable laws, regulations, and standards and will be carried out with due care, skill, and diligence.

ARTICLE 8. WAIVER OF ARTIST'S RIGHTS

8.1 As a crucial part of the compensation received under this Agreement, the Artist irrevocably waives any and all rights that they may have concerning the Mural and any other works of art produced under the terms of this Agreement. This waiver extends to rights under the Visual Artists Rights Act of 1990 (17 U.S.C. §§ 106A and 113(d)), the California Art Preservation Act (Cal. Civil Code § 987 et seq.), and any comparable local, state, federal, or international laws that confer similar rights, including any moral rights that protect the integrity of works of art. The Artist acknowledges that the work performed under this Agreement constitutes a "Work Made for Hire" as defined in 17 U.S.C. § 101. This waiver specifically includes the Artist's rights of attribution and integrity as delineated in the Visual Artists Rights Act (17 U.S.C §§ 106A and 113(d)), the California Art Preservation Act (Cal. Civil Code §§ 987 and 989), and any analogous rights under U.S. federal or state law or under the laws of any other jurisdiction. Consequently, the City holds the unrestricted right to alter, modify, destruct, remove, relocate, move, replace, transport, repair, or restore the Mural, and such actions may be undertaken by the City or its agents without any obligation to consult with or obtain consent from the Artist.

ARTICLE 9. COPYRIGHT

9.1 The Artist is responsible for ensuring that all aspects of the work and services performed under this Agreement comply fully with applicable intellectual property laws of the United States, including but not limited to patents, trademarks, and copyrights. The Artist guarantees that the work will not infringe on any third-party intellectual property rights and shall secure all necessary permissions, licenses, and releases required for any such protected intellectual property employed in the execution of the Project at the Artist's own cost. Any proprietary materials, processes, or methods used by the Artist will be transparently disclosed in the project documentation.

ARTICLE 10. INDEMNIFICATION

10.1 Indemnity. To the maximum extent permitted by law and unless otherwise provided herein, Artist hereby agrees, at its sole cost and expense, to defend protect, indemnify, and hold harmless the City, its elected and appointed officials, officers, employees, volunteers, attorneys, and agents (collectively "Indemnitees") from and against any and all claims, including, without limitation, claims for bodily injury, death or damage to property, demands, charges, obligations, damages, causes of action, proceedings, suits, losses, stop payment notices, judgments, fines, liens, penalties, liabilities, costs

and expenses of every kind and nature whatsoever, in any manner arising out of, incident to, related to, in connection with or arising from any act, failure to act, error or omission of Artist's performance or work hereunder (including any of its officers, agents, employees, Subcontractors) or its failure to comply with any of its obligations contained in the Agreement, or its failure to comply with any current or prospective law, except for such loss or damage which was caused by the sole negligence or willful misconduct of the City. Artist's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Artist or Indemnitees. This indemnification obligation shall survive this Agreement and shall not be limited by any term of any insurance policy required under this Agreement.

- a. <u>Nonwaiver of Rights</u>. Indemnitees do not and shall not waive any rights that they may possess against Artist because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement.
- Waiver of Right of Subrogation. Artist, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees.
- c. <u>Risk of Loss</u>. Notwithstanding the foregoing, the Artist shall not be responsible or held liable for any damage to the Mural, its surfaces or environment caused by the City's personnel, its employees, visitors or others that are beyond the reasonable control of the Artist.

ARTICLE 11. INTELLECTUAL PROPERTY AND REPRODUCTION RIGHTS

- 11.1 <u>Unique Reproduction Rights</u>: The Artist shall not replicate the final Mural design or allow others to do so without the City's explicit consent. This does not restrict the Artist from creating new works in his/her own style.
- 11.2 <u>Acknowledgment in Public Showings</u>: The Artist shall credit the City when displaying reproductions, stating "Commissioned by the City of Redondo Beach."
- 11.3 <u>Copyright Registration</u>: The Artist may register the Mural's copyright at his/her own cost.
- 11.4 Commercial Reproductions by the City: If the City wishes to reproduce the Mural for commercial use, a separate agreement will be negotiated to detail licensing and royalties.
- 11.5 <u>Third-Party Infringement</u>: The City is not liable for copyright infringements by third parties nor responsible for protecting the Artist's intellectual property rights.

ARTICLE 12. SITE ALTERATIONS AND MURAL REMOVAL

12.1 The City may, at its discretion, remove, relocate, or destroy the Mural.

ARTICLE 13. INSURANCE

13.1 Artist shall comply with the insurance requirements set forth in Exhibit B. Insurance requirements that are waived by the City's Risk Manager do not require amendments or revisions to this Agreement.

ARTICLE 14. CIVIL RIGHTS AND EQUAL OPPORTUNITY

14.1 Every supplier of materials and services and all artists doing business with the City shall be in compliance with the applicable provisions of the Americans with Disabilities Act of 1990, and shall be an equal opportunity employer as defined by Title VII of the Civil Rights Act of 1964 and including the California Fair Employment and Housing Act of 1980. As such, Artist shall not discriminate against any person on the basis of race, religious creed, color, national origin, ancestry, disability, medical condition, marital status, age, sexual orientation, sex, or any other legally protected characteristic with respect to hiring, application for employment, tenure or terms and conditions of employment. Artist agrees to abide by all of the foregoing statutes, regulations, ordinances and resolutions.

ARTICLE 15. MISCELLANEOUS

- 15.1 Records/Inspection: The Artist must allow the City or its authorized agents to review any relevant financial and Project records regarding this Agreement when asked. These reviews can happen during normal business hours and will be as often as the City needs. The Artist also agrees to keep these records in electronic form for four years after the end of this Agreement, or longer if there are ongoing legal or audit issues.
- 15.2 <u>Independent Contractor</u>: Artist acknowledges, represents and warrants that Artist is not a regular or temporary employee, officer, agent, joint venturer or partner of the City, but rather an independent contractor. This Agreement shall not be construed as a contract of employment. Artist shall have no rights to any benefits which accrue to City employees unless otherwise expressly provided in this Agreement. Due to the independent contractor relationship created by this Agreement, the City shall not withhold state or federal income taxes, the reporting of which shall be Artist's sole responsibility.
- 15.3 Conflict of Interest: Artist acknowledges, represents and warrants that Artist shall avoid all conflicts of interest (as defined under any federal, state or local statute, rule or regulation, or at common law) with respect to this Agreement. Artist further acknowledges, represents and warrants that Artist has no business relationship or arrangement of any kind with any City official or employee with respect to this Agreement. Artist acknowledges that in the event that Artist shall be found by any

judicial or administrative body to have any conflict of interest (as defined above) with respect to this Agreement, all consideration received under this Agreement shall be forfeited and returned to City forthwith. This provision shall survive the termination of this Agreement for one (1) year.

- 15.4 <u>Compliance with Laws</u>: Artist shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals, with respect to this Agreement, including without limitation all environmental laws, employment laws, and non-discrimination laws.
- 15.5 <u>Notices</u>: Written notices to City and Artist shall be given by registered or certified mail, postage prepaid and addressed to or personally served on the following parties.

Artist: Ernesto Maranje

8980 NW 25th Ct. Sunrise, FL 33322

City: City of Redondo Beach

Community Services Department

Cultural Arts Division, c/o Redondo Beach Performing Arts Center

1935 Manhattan Beach Blvd. Redondo Beach, CA 90278 Attention: Gary Margolis

All notices, including notices of address changes, provided under this Agreement are deemed received on the third day after mailing if sent by registered or certified mail. Changes in the respective address set forth above may be made from time to time by any party upon written notice to the other party.

- 15.6 <u>Non-Liability of Officials and Employees of the City</u>: No official or employee of the City shall be personally liable for any default or liability under this Agreement.
- 15.7 <u>Limitations upon Subcontracting and Assignment</u>: The Artist shall not assign or subcontract any part of this Agreement without the prior written approval of the City.
- 15.8 <u>Exhibits</u>: All exhibits hereto are made a part hereof and incorporated herein by reference.
- 15.9 <u>Integration</u>: This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes any previous oral or written agreement; provided, however, that correspondence or documents exchanged between Artist and City may be used to assist in the interpretation of the exhibits to this Agreement.

- 15.10 <u>Conflicting Provisions</u>: In the event of a conflict between the terms and conditions of this Agreement and those of any exhibit or attachment hereto, this Agreement proper shall prevail. In the event of a conflict between the terms and conditions of any two or more exhibits or attachments hereto, those prepared by the City shall prevail over those prepared by Artist.
- 15.11 <u>Amendment</u>: This Agreement may be amended or modified only by a subsequent written amendment executed by both parties.
- 15.12 <u>Non-Exclusivity</u>: Notwithstanding any provision herein to the contrary, the services provided by Artist hereunder shall be non-exclusive, and City reserves the right to employ other artists in connection with the Project.
- 15.13 Time of Essence: Time is of the essence of this Agreement.
- 15.14 <u>Confidentiality</u>: To the extent permissible under law, Artist shall keep confidential its obligations hereunder and the information acquired during the performance of the Project or services hereunder.
- 15.15 <u>Governing Law and Venue</u>: This Agreement shall be construed in accordance with the laws of the State of California, and any litigation shall reside exclusively in the Superior Court of the County of Los Angeles, Southwest Judicial District.
- 15.16 Attorneys' Fees: If either party brings any action to enforce or interpret this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and costs.
- 15.17 <u>Claims</u>: Any claim by Artist against City hereunder shall be subject to Government Code §§ 800 *et seq*. The claims presentation provisions of said Act are hereby modified such that the presentation of all claims hereunder to the City shall be waived if not made within six (6) months after accrual of the cause of action.
- 15.18 <u>Interpretation</u>: Both parties acknowledge they had the opportunity to seek legal advice during the negotiation of this Agreement.
- 15.19 <u>Severance</u>: In the event a court of competent jurisdiction determines that any provision of this Agreement is unenforceable, such ruling shall not affect the validity or enforceability of any other provision. Any invalid or unenforceable provision shall be severed, and all remaining provisions shall remain enforceable.
- 15.20 <u>Authority</u>: City and the Artist warrant and represent that they are duly authorized to enter into and execute this Agreement.
- 15.21 <u>Waiver</u>: The waiver by the City of any breach of any term or provision of this Agreement shall not be construed as a waiver of any subsequent breach.
- 15.22 <u>Survivability</u>: Articles 7, 8, 9, 10, 11, and 12 and sections 15.1 and 15.3 shall survive expiration or termination of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement in Redondo Beach, California, as of this 3rd day of December, 2024.

CITY OF REDONDO BEACH, ARTIST, a chartered municipal corporation an individual DocuSigned by: -0093EA92B2724A3.. By: James A. Light, Mayor Name: Ernesto Maranje Title: Artist / principal ATTEST: APPROVED: DocuSigned by: Eleanor Mangano Diane Strickfaden 72F2AC716C214CF... Diane Strickfaden, Risk Manager Eleanor Manzano, City Clerk APPROVED AS TO FORM: DocuSigned by:

Michael W. Webb

Michael W. Webb, City Attorney

EXHIBIT A

PROPOSAL

The proposal is attached.

"SEA CHATTER"

By Ernesto Maranje
A Public Art Mural
For the City of Redondo Beach, CA

The Site



The Design



N. Gertruda Ave.



N. Catalina Ave.

Description of Imagery & Process

Title: Sea Chatter

The mural depicts local marine wildlife that help bring "The Sounds of Redondo" theme to life.

The mural will make use of the building's long structure by telling a story about the animals' lives above and below the water:

- It starts with California sea lions on the rocks, <u>above water</u> →
- A seagull and otter guide the viewer <u>into the water</u> →
- Another sea lion along with a blue shark, blue whale and schools of fish draw the eye <u>under</u> water ->
- And lastly, viewers are left <u>completely submerged in the water</u> with a whale shark.

California sea lions are prominently featured. These are the focus of the design because of how vocal they are. After some research, I learned these mammals are found all over Redondo Beach Pier and King Harbor barking and making noise as residents look on. Some in the community love them, while others

seem to think they're a nuisance, but for better or for worse, it looks like they are an unofficial mascot of the community. With their long, sleek bodies and cute faces, they make for fun painting subjects. And with their ubiquitous presence in the community, they will resonate with residents.

Other smaller beach critters, like an otter and a seagull are pictured along with some artificial reef. I learned southern California has lots of artificial and rock reefs since upwelling and strong cold coastal currents make waters too cold for natural reefs.



I also placed smaller animals within and around larger animals to add depth and interest to the design. For instance, a smaller blue whale, blue shark, and a school of fish are swimming around the larger sea lion. I often paint these smaller vignettes as a "world-within-a-world" for viewers to find.

The piece will end with a whale shark. These creatures aren't seen as often, but their beautiful pattern make them a special way to end the design in the underwater section.

Color palette: Calming, organic tones will speak to the area's natural surroundings, while vibrant colors will add warmth and interest. A mixture of transparent and opaque colors will bring movement to the piece.



Objective: Overall, the piece will be painted in my style, which includes lots of smaller animals, leaves, and other organic elements in a dreamy, whimsical style.

I hope the design will resonate with residents and excite visitors. I also always hope to remind viewers of our connection to nature and inspire wonder in the area's natural surroundings.

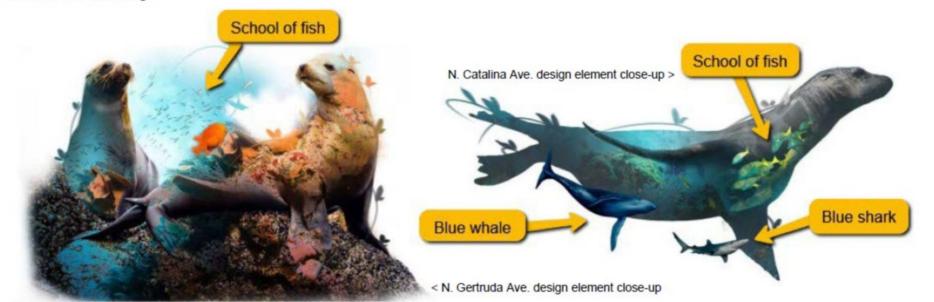




N. Gertruda Ave. design ^



N. Catalina Ave. design ^



Changes requested by the Public Art Commission

- Brighten up the sky and the water.
- Remove the otter because otters are not found in the waters near Redondo Beach. (The artist replaced it with a humpback whale.)
- Remove the blue shark and the blue whale swimming next to the seal because they are not drawn to scale.
- Make the signature block smaller.

Revised Design

With the changes requested by the Public Art Commission



N. Gertruda Ave.



N. Catalina Ave.

Final PAC Recommendations

- Put back the larger reef.
- Put back the detail on the seagull.

Materials & Methods

Paint, primer & varnish:

I have painted close to 100 murals in nearly every climate, including many murals in sunny and salty beach climates like Redondo Beach, so I know my application method lasts for years to come.

1. Step: Prime

Step description: The entire surface area will be primed using Kilz 2. This water-based primer will ensure anything unsightly will be covered right from the beginning, and it will also ensure the next step of paint has something to stick to.

Product: Kilz 2 All-Purpose Interior/Exterior Primer

Product description: "KILZ 2® ALL-PURPOSE Primer (Previously KILZ 2 Latex) is a fast drying, water-based, multi-surface primer-sealer-stainblocker with excellent adhesion, mildew resistance, sealing properties and very mild odor. KILZ 2 ALL-PURPOSE Primer blocks medium stains including minor water stains, rust, grease, ink, pencil and felt marker. Enhanced hiding makes it ideal for changing colors and helps lessen the number of coats of paint required."

2. Step: Paint

Step description: Most of the mural will be painted with Behr's Paint + Primer, a great quality exterior, flat medium. This paint is water-based, very durable, and easy to layer on top of the Kilz 2.

Product: Behr Premium Exterior Flat Paint + Primer

Product description: "100% Acrylic, Low VOC Formula. Long-lasting Finish That Resists Moisture, Fading & Stains. Excellent Hide. Easy to Apply. All Climate Protection."



Materials & Methods

3. Step: Paint

Step description: Montana Gold spray paint will be used for detailing. This is a high-quality, water based spray.

Product: Montana Gold Acrylic Professional Spray Paint

Product description: "This acrylic spray paint from Montana works on a variety of surfaces including glass, wood, canvas, concrete, plastic and metal. The specially developed low-pressure system guarantees maximum accuracy to meet the highest requirements while giving professional results! A high-covering and quick-drying acrylic lacquer, Montana GOLD allows for a new level of ease and control when painting with spray cans, with no cracking or color bleaching."



4. Step: Varnish

Step description: This varnish top-coat will be applied on the last day as the final step. It protects against UV, the elements, and graffiti in one step, which is unique. It's widely used in the public art/street art world, for boats, and other marine environments. If graffiti occurs, the siloxane varnish allows for it to be hand or power washed away without removing the varnish itself.

Materials & Methods

Step 4: Anti-graffiti / UV Protection (cont.)

Product: Sherwin Williams anti-graffiti/UV coating

Product description: "This unique siloxane product creates a non-stick surface that repels graffiti from paint, paint spray cans and permanent markers. Unlike other products, this single-component semi-gloss coating doesn't require solvent cleaning or abrasives to remove graffiti. Simple pressure washing or hand-wiping with water does the job easily and economically — at a 25 to 40 percent savings compared to existing methods of abrasive cleaning and repainting. And, unlike conventional anti-graffiti coatings that erode away after a few cleanings, Sherwin-Williams Anti-Graffiti Coating allows graffiti to be removed countless times without reapplication. Brush, roll or spray it directly to bare brick and concrete, or previously painted surfaces like steel or wood. No mixing is needed. It applies in one coat and dries quickly, with excellent adhesion properties and high resistance to chalking, fading and peeling. The low VOC formula meets stringent environmental regulations. Extremely weather-resistant, it's ideal for graffiti-prone areas like transit stations, bridges, overpasses, rail cars, retaining walls, municipal buildings, fences, schools, shopping plazas and public restrooms."

Materials List

Description	Qty				
Paint					
Primer (Kilz 2)	10				
Exterior paint (Behr Exterior Flat Paint + Primer)	50				
Spray paint (Montana Gold Acrylic Professional)	100				
Supplies					
Brushes	50				
Trays	50				
Drop cloths	10				
Tape	5				
Gloves	10				
Rags	5				
Ladders	2				
Buckets	5				
Mixing cups	50				
Mixing cup lids	50				
Mixing stick packs	5				
Varnish					
Varnish/protective coating	10				
Spray machine	1				
Spray machine hoses	2				
Spray machine tips/joints					
Extension cords					
Protective materials for surfaces					
Equipment rental					
19-ft scissor lift rental (1 month)	1				

BUDGET

ITEM	AMOUNT	ITEM	AMOUNT
Primer	\$500.00	Design	\$13,000.00
Exterior paint	\$3,000.00	Artist's Labor	\$35,000.00
Spray Paint & Caps	\$2,000.00	3 Assistants' Labor	\$22,000.00
Protective Coating	\$1,500.00	Contingency	\$5,000.00
Painting Supplies	\$3,000.00		
Scissor Lift Rental (1 month)	\$2,500.00		
Site Protection	\$500.00		
Hazardous Waste Removal	\$2,000.00	TOTAL	\$90,000

NOTE: Traffic control during installation will be handled under a separate contract managed by the City's Public Works Department.

EXHIBIT B

INSURANCE REQUIREMENTS

Without limiting Artist's indemnification obligations under this Agreement, Artist shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Artist, its agents, representatives, or employees.

Minimum Scope of Insurance

Coverage shall be at least as broad as:

Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).

Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).

Workers' Compensation insurance as required by the State of California.

Employer's Liability Insurance.

Minimum Limits of Insurance

Artist shall maintain limits no less than:

General Liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage. The general aggregate limit shall apply separately to this project.

Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.

Employer's Liability: \$1,000,000 per accident for bodily injury or disease.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers or (2) the Artist shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Other Insurance Provisions

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Endorsement:

General Liability: The City, its officers, elected and appointed officials, employees, and volunteers shall be covered as insureds with respect to liability arising out of work performed by or on behalf of the Artist. General liability coverage can be provided in the form of an endorsement to the Artist's insurance, or as a separate owner's policy.

Automobile Liability: The City, its officers, elected and appointed officials, employees, and volunteers shall be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Artist.

For any claims related to this project, the Artist's insurance coverage shall be primary insurance as respects the City, its officers, elected and appointed officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Artist's insurance and shall not contribute with it.

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

Each insurance policy shall be endorsed to state that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverages afforded shall apply as though separate policies had been issued to each insured.

Each insurance policy shall be in effect prior to awarding the contract and each insurance policy or a successor policy shall be in effect for the duration of the project. The maintenance of proper insurance coverage is a material element of the contract and failure to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of contract on the Artist's part.

Acceptability of Insurers

Insurance shall be placed with insurers with a current A.M. Best's rating of no less than A:VII and which are authorized to transact insurance business in the State of California by the Department of Insurance.

Verification of Coverage

Artist shall furnish the City with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on the City authorized forms provided with the contract specifications. Standard ISO forms which shall be subject to City approval and amended to conform to the City's requirements may be acceptable in lieu of City authorized forms. All certificates and endorsements shall be received and approved by the City before the contract is awarded. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

Subcontractors

Artist shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

Risk Management

Artist acknowledges that insurance underwriting standards and practices are subject to change, and the City reserves the right to make changes to these provisions in the reasonable discretion of its Risk Manager.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/03/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on

tilis certificate does flot comer rig	gints to the certificate noticer in fied of st	ch endorsement(s).	
PRODUCER		CONTACT William Curry	
GreatFlorida Insurance of Plantation		PHONE (A/C, No, Ext): (954) 473-4110 FAX (A/C, No):	
8320 W. Sunrise Blvd. Suite 114		E-MAIL ADDRESS: charlie.heer@greatflorida.com	
		INSURER(S) AFFORDING COVERAGE	NAIC #
Plantation	FL 33322	INSURER A: Penn-America Insurance	32859
INSURED		INSURER B:	
Maranje LLC		INSURER C:	
8980 NW 25th Ct.		INSURER D:	
		INSURER E :	
Sunrise	FL 33322	INSURER F:	
COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:	

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

NSR LTR	TYPE OF INSURANCE		SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	S
	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR				,	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000 \$ 100,000
							MED EXP (Any one person)	\$ 5,000
Α		У	Υ	PAV0497896	04/13/2024	04/13/2025	PERSONAL & ADV INJURY	\$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 2,000,000
	POLICY PRO- JECT LOC						PRODUCTS - COMP/OP AGG	\$ 2,000,000
	OTHER:							\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$ 300,000CSL
	X ANY AUTO						BODILY INJURY (Per person)	\$
	OWNED SCHEDULED AUTOS			M00-0069536-00	05/01/2024	05/01/2025	BODILY INJURY (Per accident)	\$
	HIRED NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	\$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	\$
	DED RETENTION \$							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER OTH- STATUTE ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE	N/A					E.L. EACH ACCIDENT	\$
	OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	III.A					E.L. DISEASE - EA EMPLOYEE	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

.General Liability: The City, its officers, elected and appointed officials, employees, and volunteers shall be covered as insureds with respect to liability arising out of work performed by or on behalf of the Artist. General liability coverage can be provided in the form of an endorsement to the Artist's insurance, or as a separate owner's policy.

Automobile Liability: The City, its officers, elected and appointed officials, employees, and volunteers shall be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Artist.

CERTIFICATE HOLDER	CANCELLATION
The City of Redondo Beach,	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN
its officers, elected and appointed officials, employees and volunteers	AUTHORIZED REPRESENTATIVE
415 Diamond Street Redondo Beach	Pla

AGENCY CUSTOMER ID:	
LOC #:	



ADDITIONAL REMARKS SCHEDULE

Page of

ADDITIONAL	- IXEIMA							
AGENCY		NAMED INSURED						
GreatFlorida Insurance of Plantation		Maranje LLC						
POLICY NUMBER								
CARRIER	NAIC CODE							
		EFFECTIVE DATE:						
ADDITIONAL REMARKS								
	THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,							
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance								
.For any claims related to this project, the Artist's insurance coverage shall be primary insurance as respects the City, its officers, elected and								
		maintained by the City, its officers, officials, employees, or volunteers						
shall be excess of the Artist's insurance and shall not contribute w		verage shall not be canceled by either party, except after thirty (30)						
days prior written notice by certified mail, return receipt requested								
.Each insurance policy shall be endorsed to state that the inclusio	n of more thar	n one insured shall not operate to impair the rights of one insured						
against another insured, and the coverages afforded shall apply a								
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duration of the project.								



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 08/19/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

Plantation FL 33322 Plantation FL 33322 MARANJE, LLC See No or third of the summer		is certificate does not confer rights							equire an endorsement	. A St	atement on
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Planatation FL 33322 MSUBER 2: National Liability & Fire Insurance Company 20052 MARANJE, LLC MARANJE, LLC MSUBER 9: NSUBER 1: NSUBER 9: NSUBR 9: NSUBER	1797 N University Dr			E-MAIL ADDRESS: commercial@insurancemedics.com							
MARANJE, LLC B980 Northwest 25th Court Sunrise COVERAGES CERTIFICATE NUMBER: INSURER 9: INSURER									NAIC#		
MARANJE, LLC 8980 Northwest 25th Court Sunrise FL 33322 INSURER E: INSURE	Plantation FL 33322			INSURER A: National Liability & Fire Insurance Company			20052				
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Insured's Name M	aranje LLC		Policy	# PAV0497896
			UMR #	(Lloyd's Policies Only)
Policy Dates From	04/13/2024	To <u>04</u>	/13/2025	(Libyu's Policies Only)
Surplus Lines Agen	nts Name	Ryan Hensley		
Surplus Lines Agen	nts Address	301 Yamato Rd, S	te 2100 Boca Raton FL 334	31
Surplus Lines Agen	nts License #	W055975		
Producing Agent's I	Name	CHRISTOPHER L	EE. HEER	
Producing Agent's I	Physical Address	s <u>8320 W. Sunrise E</u>	Blvd. Suite 114 , Fort Lauder	dale, FL 33322
INSURED BY INSURANCE	SURPLUS LINE GUARANTY AG	ES CARRIERS DO	THE FLORIDA SURPLUS NOT HAVE THE PROTECT NT OF ANY RIGHT OF NSURER."	TION OF THE FLORIDA
APPROVE	D BY ANY F		ICY RATES AND F JLATORY AGENCY."	
Policy Premium	\$50.00		Policy Fee	\$0.00
Inspection Fee	\$0.00		Provider Fee	\$0.00
Tax	\$2.47		Service Fee	\$0.03
FHCF Assessmen	t <u>\$0.00</u>		Citizen's Assessment	\$0.00
EMPA Surcharge	\$0.00			
Surplus Lines Age Countersignature	nt's			2
"THIS POLICY CONTAINS A SEPARATE DEDUCTIBLE FOR HURRICANE OR WIND LOSSES, WHICH MAY RESULT IN HIGH OUT-OF-POCKET EXPENSES TO YOU."				
		AINS A CO-PA	Y PROVISION THAT	MAY RESULT IN



STANDARD CHANGE ENDORSEMENT NO __1_

Endorsement effective	Named Insured		
07/03/2024	Maranje LLC		
12:01am standard time			
Policy No.	Countersigned by		
PAV0497896	Lyan Hensley		
☐ In consideration of the premium charged t s	understood and agreed that		
☑ In consideration of an additional prem um of	50.00 t s understood and agreed that		
☐ In consideration of a return premium of	ft s understood and agreed that		
	Γ		
1. Premium Basis 8. Name of	Insured 14. Mailing Address of the Insured		
2. Rate 9. Location	of Property 15. Description of Property		
3. Premium 10. Classific	cation Added 16. Coverage		
4. Amount 11. Classific	cation Deleted 17. Additional Insured Endorsement		
5. Limits of Liability 12. Classific	eation 18. Endorsement		
6. Inception Date 13. Mortgag	ee/Loss 19. Other		
7. Expiration Date 14. Payee o	r Contract of Sale		
is correcte	is corrected to read as listed on Page 2		
is amende	d or changed to read as listed below		
the following	ng form is made a part of the Policy		
the following	the following form is deleted from the Policy		

S1004 (10/2013) Page 1 of 2



STANDARD CHANGE ENDORSEMENT NO __1_

Endorsement effective 07/03/2024	Named Insured Maranje LLC
12:01am standard time	
Policy No.	Countersigned by
PAV0497896	

is corrected to read as listed below (continued from Page 1)

It is hereby understood and agreed that the form CG2013 has been added to the policy effective 7/3/2024 for an AP of \$50 not including taxes and fees. Wording is per the below:

The City of Redondo Beach, its officers, elected and appointed officials, employees and volunteers 415 Diamond Street Redondo Beach, CA 90277

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