

**AGREEMENT FOR COMMISSION OF ARTWORK FOR DISPLAY IN A PUBLIC PLACE
BETWEEN THE CITY OF REDONDO BEACH AND VOLKAN ALKANOGLU DESIGN LLC**

THIS AGREEMENT FOR COMMISSION OF ARTWORK FOR DISPLAY IN A PUBLIC PLACE is made and entered into this 16th day of December, 2025 ("Effective Date"), by and between the City of Redondo Beach, a chartered municipal corporation (the "City"), and Volkan Alkanoglu DESIGN LLC, a California limited liability company (the "Artist").

WHEREAS, the City seeks to commission the creation of a significant sculpture (the "Artwork") at the City's Gateway Parkette located at 1199 N. Harbor Drive, 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 July 20, 2010, the City Council approved the issuance of the Request for Qualifications ("RFQ") for Public Art at the City's Transit Center located at 1521 Kingsdale Avenue, Redondo Beach, CA 90278;

WHEREAS, on November 22, 2010, the Cultural Arts Commission (formerly known as the Public Art Commission) reviewed sixty RFQ submissions and selected eleven artists to proceed to the Request for Proposals ("RFP") stage;

WHEREAS, on December 21, 2010, the City published a request for proposals for the selected artists to submit proposed designs for the Project, as defined in Section 1.2 of the Agreement;

WHEREAS, on March 23, 2011, the Cultural Arts Commission evaluated ten submissions and recommended three finalists to the City Council;

WHEREAS, on April 19, 2011, the City Council selected and approved the Artist's proposal titled "Gate Wave" and directed staff to prepare an agreement with the Artist;

WHEREAS, on November 2, 2021, the City Council did not approve the placement at the City Transit Center and directed staff to identify an alternative location for placement;

WHEREAS, on March 23, 2022, the Cultural Arts Commission recommended Gateway Parkette as the new location for the Artwork;

WHEREAS, on January 9, 2024, the City Council approved the Artwork's design, location at Gateway Parkette, and a total Project budget of \$275,000 to be funded from the John Parsons Public Art Fund;

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 City intends for the Artwork 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 Site: The term "Site" refers to the City's Gateway Parkette located at 1199 N. Harbor Drive, Redondo Beach, California 90277, where the Artwork titled "Gate Wave" will be installed.
- 1.2 Project: The term "Project" shall encompass the comprehensive scope of activities commissioned by the City, including but not limited to the design, fabrication, and installation of the Artwork titled "Gate Wave", located at the Site specified in 1.1, together with all required plans, permits, documentation, and related services necessary for completion and acceptance of the Artwork, as outlined in Exhibit A.
- 1.3 Project Manager: 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 Artwork and all services related to the Artwork are performed in a professional manner and in strict compliance with all terms and conditions of this Agreement.
- 2.2 The Artist shall complete the Project at the Site in substantially the same form approved by the City Council, as detailed in the attached "Exhibit A," which is hereby incorporated by reference.
- 2.3 The Artist shall perform all services and furnish all supplies, material and/or equipment, transportation, and storage for the design, fabrication, and installation of the Artwork at the Site in accordance with the specified schedule in Article 6.
- 2.4 The Artist shall submit a complete set of construction plans and any other required documents to the City's Community Development Department's Planning and Building Division for review and approval. This shall include:
 - 2.4.1 A detailed written description of the Artwork as well as the fabrication and installation processes, including a description of all materials and products utilized in the Project.
 - 2.4.2 Digital images of the final Artwork design.

- 2.4.3 Comprehensive construction drawings, including but not limited to, structural calculations (including foundation and anchorage and lateral analysis), elevation plans, electrical diagrams, and security features as follows.
- a. Structural drawings must detail the Artwork's construction and integration with the Site, highlighting any associated risks.
 - b. Structural drawings must be prepared and certified by a California-licensed engineer, confirming the Project's structural integrity post-installation. This certification, signed and stamped by the engineer, must be provided to the City.
 - c. The drawings must comply with all relevant laws, regulations, and codes.
- 2.4.4 Maintenance and conservation manual instructions for the Project including photographic documentation of the Project and a schedule for routine maintenance and conservation.
- 2.5 The Artist shall, at his/her own expense, obtain all required licenses, permits, approvals, and any other legal authorizations necessary for the fabrication, installation, and maintenance of the Project at the Site. Following approval by the City's Planning Division, the Artist shall then present the approved plans of the Project to the City's Community Development Department's Planning and Building Division for further review, approval, and to secure all necessary permits. The Artist shall not commence work on the fabrication of the Artwork until Artist receives a "Notice to Proceed" from the City's Community Development Department.
- 2.6 The Artist, or his/her City approved subcontractors, shall maintain a safe work environment during fabrication and installation, including providing or causing to be provided fencing, pollution control and traffic control.
- 2.7 The Artist shall determine the artistic expression, design, dimensions and materials of the Project, subject to City's review and acceptance.
- 2.8 The Artist shall provide the transportation and installation of the Artwork in coordination with the City. If the Artist utilizes a subcontractor to install the Artwork, the Artist shall supervise and approve the installation.
- 2.9 The Artist, given at least 72 hours advance notice, shall be available, virtually or in-person, for all informational meetings with the public and for project update meetings with general contractor, architect and other parties, as appropriate, in order to communicate about the Project and to ensure appropriate integration and/or installation, and for a dedication ceremony.
- 2.10 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 Artwork without the City's express written consent. In the event City approves the use of subcontractors, the Artist shall provide a list of all subcontractors with a copy of the agreement between the Artist and each subcontractor.

- 2.11 The Artist shall provide monthly progress reports and/or deliverables to the Project Manager in a manner acceptable to the City. Failure to provide required reports may result in the City withholding progress payments until such reports are received and approved.
- 2.12 The Artist must manage and complete the Project within the allocated budget of \$275,000, inclusive of all materials, labor, and associated costs. The Artist shall be solely responsible for any excess costs unless otherwise authorized via a subsequent written amendment.
- 2.13 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.
- 2.14 The Artist shall submit in writing any significant changes to the Project's scope, design, color, size, material, utility, support requirements, texture, or location to the City Project Manager. 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 shall be executed via subsequent written amendment to this Agreement.
- 2.15 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 to terminate this Agreement in accordance with Section 5.2 of this Agreement, and may engage another artist to complete or modify the work.
- 2.16 The Artist shall not subcontract without the prior written approval of the Project Manager. Any approved subcontractors (including any third parties retained by the Artist) shall be bound by the same terms and obligations of this Agreement, including but not limited to indemnification, insurance, confidentiality, and compliance with laws. The Artist shall ensure that each subcontractor agreement expressly incorporates these terms and shall provide copies of executed subcontractor agreements to the City upon request. All subcontractors shall maintain insurance requirements in Exhibit B. The Artist shall remain fully responsible for the acts and omissions of all subcontractors.
- 2.17 In the event that the Artwork is fully fabricated prior to the scheduled installation date, the Artist shall be responsible for the secure storage of the Artwork. This storage must ensure the Artwork's safety and preservation, protecting it from damage, theft, or any adverse conditions that may compromise its integrity. The Artist must arrange for such storage at his/her own expense.
- 2.18 The Artist shall, without additional compensation, correct or revise any errors, omissions, or deficiencies in the Artwork or related documentation upon written notice from the City and within a reasonable time not to exceed thirty (30) days.

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 each completed phase of the Project, in accordance with the payment schedule set forth therein.

- 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 standards or schedule required under this Agreement.
- 3.3 The City will provide necessary support to facilitate the Artist's work as described in this Agreement, which includes timely reviews, approvals, and coordination as contemplated under this Agreement.
- 3.4 The City, at its sole discretion, will review and may approve the Artist's construction plans and upon approval, issue the permit(s) necessary for installation of the Artwork. The Artist must obtain this permit(s) to proceed with installation.
- 3.5 The City will review the proposed installation to ensure that the Artwork's placement does not interfere with the Site's intended use or applicable safety protocols.

ARTICLE 4. COMPENSATION

- 4.1 Artist shall be paid a total sum of two hundred seventy-five thousand dollars (\$275,000) by the City in accordance with the following schedule.
 - 4.1.1 The City will pay Artist \$68,750 (25%) within thirty (30) business days of the City's receipt of Artist's invoice, following City's approval of construction and engineering documents submitted by the Artist, and upon completion of the Design Development Phase as detailed under Exhibit A.
 - 4.1.2 The City will pay Artist \$68,750 (25%) within thirty (30) business days of the City's receipt of Artist's invoice evidencing that the Artist has purchased all materials and supplies required for fabrication of the Artwork.
 - 4.1.3 The City will pay Artist \$48,125 (17.5%) within thirty (30) business days of the City's receipt of the Artist's invoice evidencing that fabrication of the Artwork is fifty percent (50%) complete, as demonstrated by digital images and progress documentation acceptable to the City.
 - 4.1.4 The City will pay Artist \$48,125 (17.5%) within thirty (30) business days of the City's receipt of Artist's invoice evidencing that the fabrication of the Artwork is one hundred percent (100%) complete, as demonstrated by digital images acceptable to the City, and that the Artwork has been crated, shipped, and delivered to the City.
 - 4.1.5 The City will pay Artist \$41,250 (15%) within thirty (30) business days of Artist's completion of the Project and City's final acceptance of the Artwork provided that:
 - a. the Artist has submitted all required documents as per Article 2 of the

Agreement; and

- b. the Artist has executed a Transfer of Title in the form attached as Exhibit D.

- 4.2 The total payment of \$275,000 provided herein shall be full compensation for all work performed to complete the Project, including but not limited to, all expenses for labor, supplies, materials, communications, transportation, studio space, rentals, travel, equipment or use thereof, and for all incidentals pertaining to the Artwork as described in Exhibit A. No additional fees or costs shall be paid unless expressly authorized in writing by the City. Any other fees such as inspection fees, dedication plaques and other unforeseen costs will be paid by the City. In no event shall the payments to Artist exceed two hundred seventy-five thousand dollars (\$275,000). If the Artist incurs costs in excess of \$275,000, 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.
- 4.3 The Artist shall complete all services required under this Agreement in accordance with the schedule set forth in Article 6. Any extensions or modifications to that schedule must be approved in writing by both the Artist and the City.
- 4.4 The Artist shall be responsible, at the Artist's sole expense, for all costs of transportation, shipping handling, storage of 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.

ARTICLE 5. TERM AND TERMINATION

5.1 Term

- 5.1.1 This Agreement commences on the Effective Date and will expire on June 30, 2026, unless otherwise earlier terminated provided herein. Any extension of the Agreement term must be approved in writing by both parties through 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. During such period, the affected obligations shall be suspended, and the party claiming Force Majeure shall use diligent efforts to resume performance as soon as practicable. A Force Majeure event means any circumstance beyond the reasonable control of a Party that renders

performance impossible or impracticable, including but not limited to acts of God, natural disasters (e.g., floods, hurricanes, earthquakes), wars, civil unrest, terrorist acts, strikes, government orders, or epidemics. Delays caused by the Artist's negligence or failure to plan do not constitute Force Majeure.

5.2 Termination. 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 Notice of Termination. Upon receipt of notice of termination, 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 Artwork, components, materials, drawings, and documentation in progress so the City can complete the Project, or cause the Project to be completed by another person or entity.

5.3 Set-Off. 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, storing, or removing the Project.

5.4 Other Remedies. Notwithstanding the foregoing sections, the Artist shall not be relieved of liability to the City for the Artist's breach of this Agreement, nor limit the City's right to pursue damages or any other remedies available at law or equity.

ARTICLE 6. SCHEDULE OF PERFORMANCE

6.1 Artist shall complete the Project in accordance with the following schedule subject to City's adjustments.

Phase	Beginning of Phase	Phase Completion Date
Final Design Submission: Revisit and finalize the design for the confirmed Site and location. Submit the final design for City approval.	December 16, 2025	January 13, 2026
Engineering Submission: Complete set of plans, including but not limited to, structural sheets, elevations, structural calculations, and the layout and design of the foundation system, prepared, certified, stamped, and signed by a California-licensed engineer.	Upon City approval of the Final Design Submission	January 30, 2026
Planning & Permit Process: Obtain required building permits	Upon City approval of Engineering Submission	February 13, 2026

Fabrication Period: Includes purchase of all materials, cutting, handling, fabrication, painting, and finishing.	Upon City approval of submitted Engineering documents	May 22, 2026
Site Preparation: Install foundation for Artwork based upon existing site survey, final design and engineering specifications. Coordinate any required traffic control with City.	TBD (in coordination with the City)	May 29, 2026
Installation Period: Install Artwork. Coordinate any required traffic control with the City.	Upon delivery of crated and shipped Artwork	June 5, 2026
Inspection & Approval: City inspection and acceptance.	Upon completion of installation	June 12, 2026
Submission of required documentation: Submit all required documentation under Article 2 of the Agreement.	Concurrent with inspection and approval	June 12, 2026
Dedication: Participate in the dedication of the Artwork at City's ceremony.	Concurrent with inspection and approval and submission of required documentation	June 12, 2026

6.2 City may modify the Project completion dates in its sole discretion. Any such modifications will be communicated to the Artist in writing.

6.3 Pending modification of any schedule, 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 Artwork is wholly original and the result of the Artist's sole artistic effort of the Artist, whether created individually or in collaboration with others, and does not infringe upon or violate any right of any person, including but not limited to, copyright, trademark, trade secret, or other proprietary right;
- b. Except as otherwise previously disclosed in writing to the City, the Artwork design is unique, has not been offered for or accepted for sale elsewhere, and is free and clear of any liens and encumbrances; and
- c. The Artist has not sold, assigned, transferred, licensed, granted, encumbered or utilized the Artwork design or any element thereof or any copyright related thereto which may affect or impair the rights granted pursuant to this Agreement.

7.2 Guarantee of Material and Workmanship

7.2.1 The Artist guarantees that the Artwork, including all materials and workmanship, shall be free from defects for a period of two (2) years following the installation and the City's final written acceptance of the work.

7.2.2 During this warranty period, the Artist shall, at his/her sole expense and within thirty (30) days of written notice, correct or replace any defective or nonconforming work to the City's satisfaction.

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 Artwork 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 All services performed hereunder shall comply with all applicable federal, state, and local laws, regulations, labor standards, and prevailing wage requirements under Section 15.23.

7.3.3 These representations and warranties shall survive the termination or expiration of this Agreement.

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 Artwork 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.

8.2 The Artist acknowledges that the work performed under this Agreement constitutes a "Work Made for Hire" as defined in 17 U.S.C. § 101. If, for any reason, the Artwork is determined not to be a "Work Made for Hire", the Artist hereby irrevocably assigns to the City all rights, title, and interest, including all copyrights and related rights, in and to the Artwork and any derivative works thereof. This assignment is in addition to, and does not limit, the City's ownership of the physical Artwork as provided in Article 11. 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 Artwork, 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. The Artist further represents that the Artwork and all of its components are original and do not infringe upon the rights of any other party.

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.

10.1.1 Nonwaiver of Rights. 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.

10.1.2 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.

- 10.1.3 Risk of Loss. The Artist shall bear the entire risk of loss or damage to the Artwork, or any part thereof, from any cause whatsoever, including without limitation theft, vandalism, fire, or natural disaster until the City has issued written acceptance of the completed Artwork following installation. In the event of such loss or damage prior to final acceptance, the Artist shall, at its sole cost and expense, promptly repair, restore, or replace the affected portions of the Artwork to the satisfaction of the City.

ARTICLE 11. INTELLECTUAL PROPERTY AND REPRODUCTION RIGHTS

- 11.1 Ownership and City License. The City owns all rights, title, and interest in and to the physical Artwork. In addition, the Artist grants to the City an irrevocable perpetual, royalty-free, worldwide license to reproduce, distribute, display, publish, and otherwise use the Artwork and images thereof, in whole or in part, in any medium now known or later developed, for governmental, educational, archival, or promotional purposes, which shall not be deemed "commercial use". This license is in addition to the copyright assignment in Article 8. The Artist shall not replicate the final Artwork 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 Acknowledgment in Public Showings. The Artist shall credit the City when displaying reproductions, stating "Commissioned by the City of Redondo Beach."
- 11.3 Copyright Registration. The Artist may register the Artwork's copyright at his/her own cost, provided that such registration reflects the City's ownership or license rights granted herein.
- 11.4 Commercial Reproductions by the City. If the City wishes to reproduce the Artwork for commercial sale or profit, the parties shall negotiate in good faith any additional terms or compensation applicable to that commercial use.
- 11.5 Third-Party Infringement. 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 ARTWORK REMOVAL

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

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 Independent Contractor. 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 Compliance with Laws. 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.
- 15.4.1 Prevailing Wages. To the extent required by California law, Artist shall comply with all applicable provisions of the California Labor Code, including

but not limited to Sections 1720 et seq., 1770 et seq., 1771.4, and 1773.2, relating to the payment of prevailing wages, maintenance and electronic submission of certified payroll records, and posting of applicable wage rates at the work site. Artist shall be registered with the Department of Industrial Relations pursuant to Section 1725.5 and shall provide proof of such registration and certified payroll records to the City upon request. Artist shall include these requirements in any subcontract related to the fabrication or installation of the Artwork and shall be responsible for ensuring compliance by all subcontractors.

Failure to comply with the foregoing obligations shall constitute a material breach of this Agreement and shall be subject to the indemnification provisions set forth in Article 10.

- 15.5 Notices. 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: Volkan Alkanoglu DESIGN LLC
135 NW 9th Ave Unit 814
Portland, OR 97209
Attention: Volkan Alkanoglu

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: Jack Meyer

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 Non-Liability of Officials and Employees of the City. No official or employee of the City shall be personally liable for any default or liability under this Agreement.
- 15.7 Limitations upon Subcontracting and Assignment. The Artist shall not assign or subcontract any part of this Agreement without the prior written approval of the City.
- 15.8 Exhibits. All exhibits hereto are made a part hereof and incorporated herein by reference.
- 15.9 Integration. 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 Conflicting Provisions. 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 Amendment. This Agreement may be amended or modified only by a subsequent written amendment executed by both parties.
- 15.12 Non-Exclusivity. 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 Confidentiality. 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 Governing Law and Venue. 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 Claims. Any claim by Artist against City hereunder shall be subject to Government Code §§ 810 *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 Interpretation. Both parties acknowledge they had the opportunity to seek legal advice during the negotiation of this Agreement.
- 15.19 Severance. 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 Authority. City and the Artist warrant and represent that they are duly authorized to enter into and execute this Agreement.
- 15.21 Waiver. 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 Survivability. Articles 7, 8 ,9, 10, 11, and 12 and sections 15.1, 15.3, and 15.4

(including 15.4.1) shall survive expiration or termination of this Agreement.

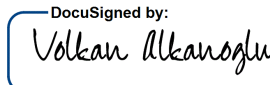
[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Agreement in Redondo Beach, California, as of this 16th day of December, 2025.

CITY OF REDONDO BEACH,
a chartered municipal corporation

James A. Light, Mayor

VOLKAN ALKANOGLU DESIGN LLC,
a California limited liability company

By:  DocuSigned by:
A2A99C0A0E8B48E

Volkan Alkanoglu
12/8/2025 | 1:21 PM PST

ATTEST:

Eleanor Manzano, City Clerk

APPROVED:

Diane Strickfaden, Risk Manager

APPROVED AS TO FORM:

Joy Ford, City Attorney

EXHIBIT A
PROPOSAL

The proposal is attached.



Redondo Beach

PUBLIC ART PROJECT

Artist | Volkan Alkanoglu



INSPIRE



OPTIMISTIC



DESTINATION



EXPRESSION



CONNECTIVITY



WONDER



GATEWAVE

‘Create an vibrant, iconic and optimistic gateway artwork for Redondo Beach and it’s community.’

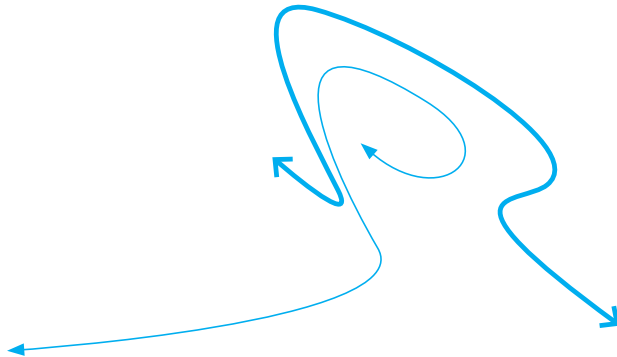
VISION



LOCATION



Surfing Wave



Art Concept

The inspiration for our work comes from concepts informed by cultural, technological and social dimensions and the belief that a design project in its contemporary manifestation can create meaningful experiences to a large and diverse audience.

We want to form a gateway that celebrates the City of Redondo Beach and its communities. The project serves as a communication device playfully allowing the public to interact and engage with the variety of moire effects within the colourful pattern and ephemeral qualities of light and shadows provided.

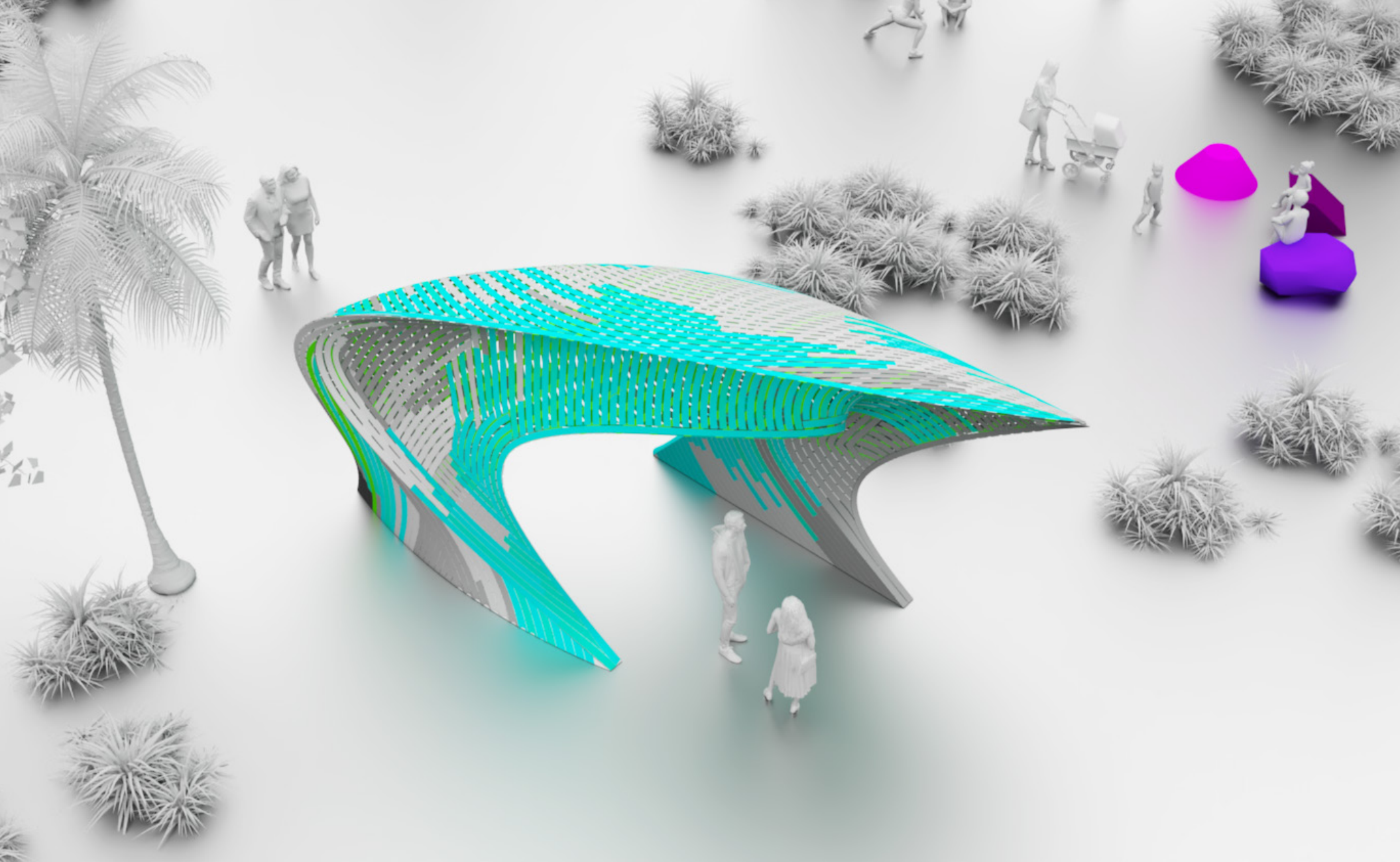
The symbiotic and fluid curvature of the art project also reflects natural dynamics such as wind, sky and water of the Redondo Beach environment within the community.

The art project is conceived as a precious ark in both its sweeping, curvilinear design and its function as a representative of local, cultural and natural synthesis.

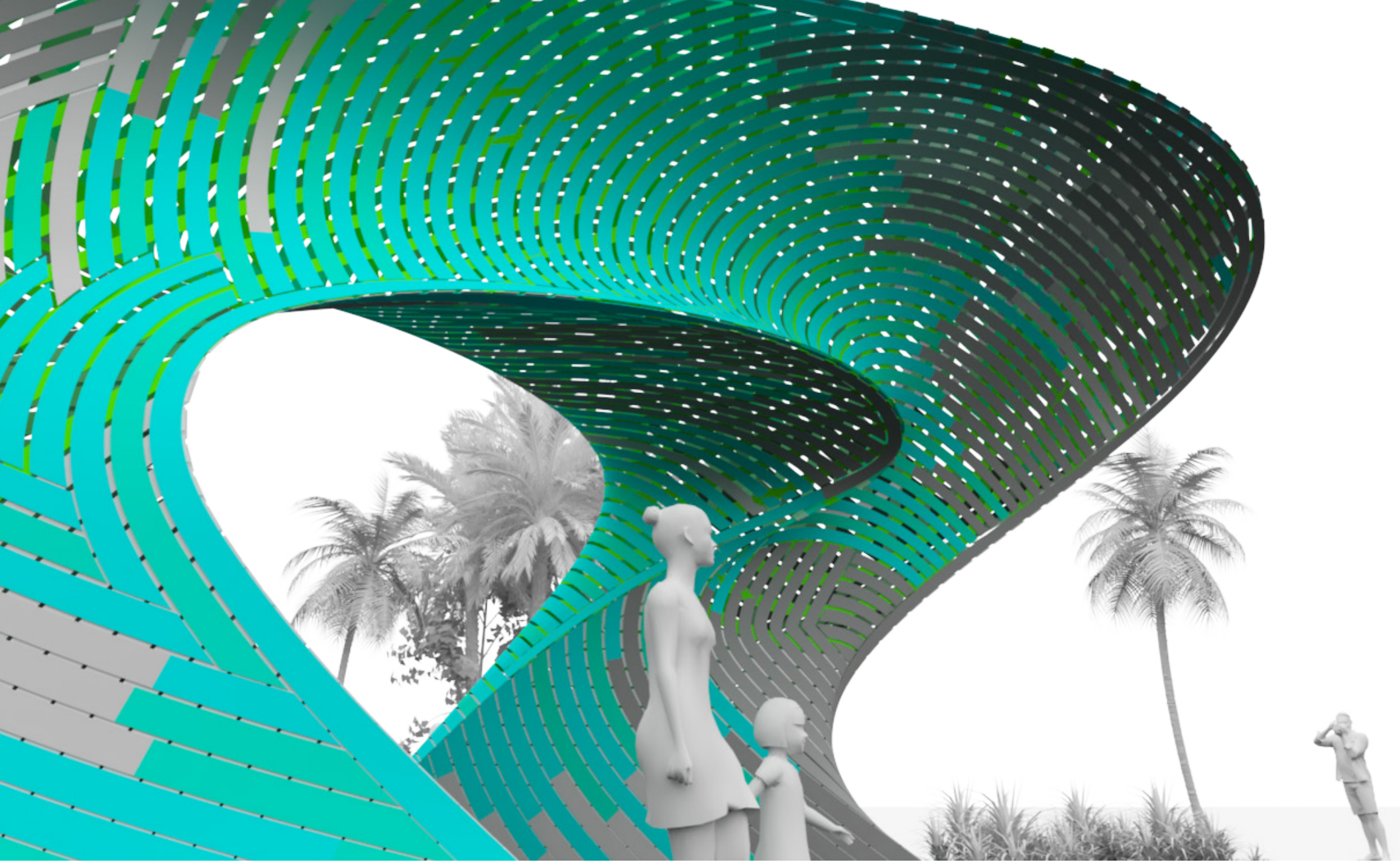
The at work assumes an elegant, sculptural presence on its site and alludes, in a quiet way, to natural dynamic forces such as wind, sand, water and speed.

The colourful components have been designed with extreme control over dynamic, form and spatiality. In daylight the art appears as a multiplicity of surfaces, unified and solid, offering views from the under passing adjacent walkways and while approaching the beach. The perception of the art work creates a dynamic ambiance providing an inspiring experience for all visitors and strong identity for the City of Redondo Beach.

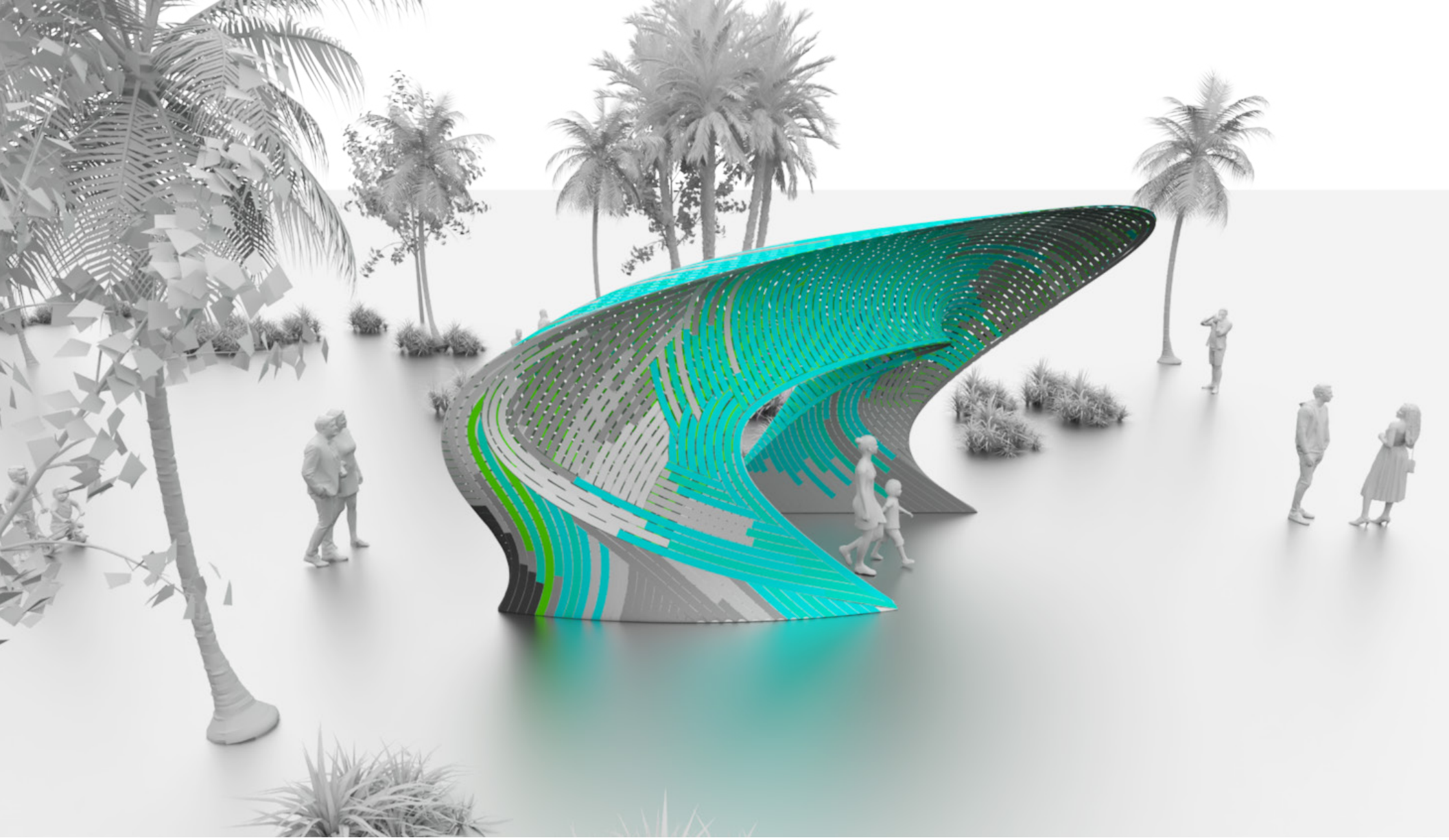
INSPIRATION



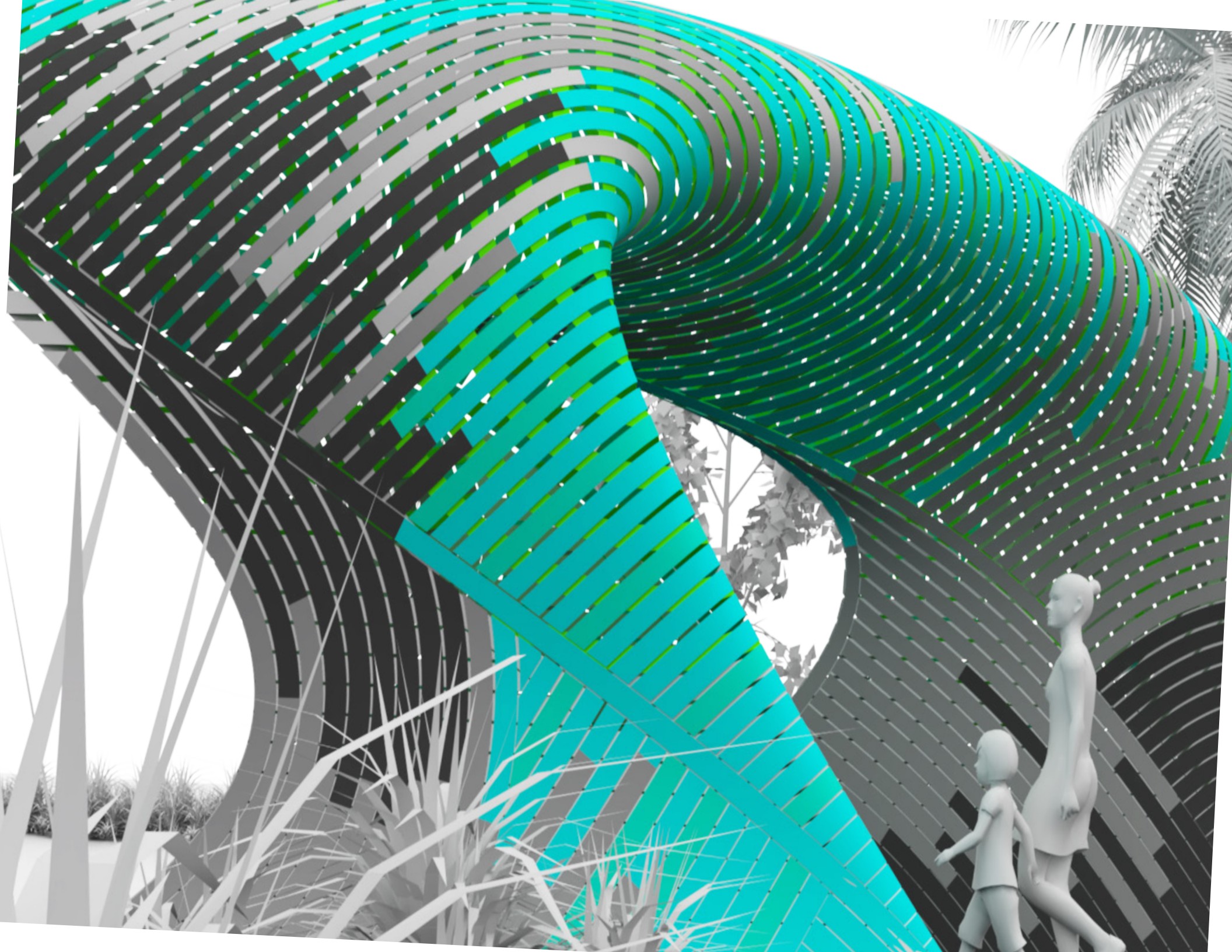
FLUID&MOVEMENT



VIBRANT&SURPRISING



MEMORABLE&COLORFUL

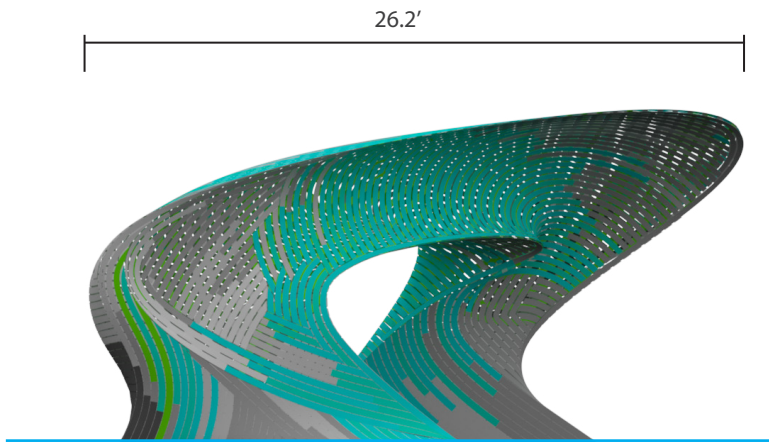




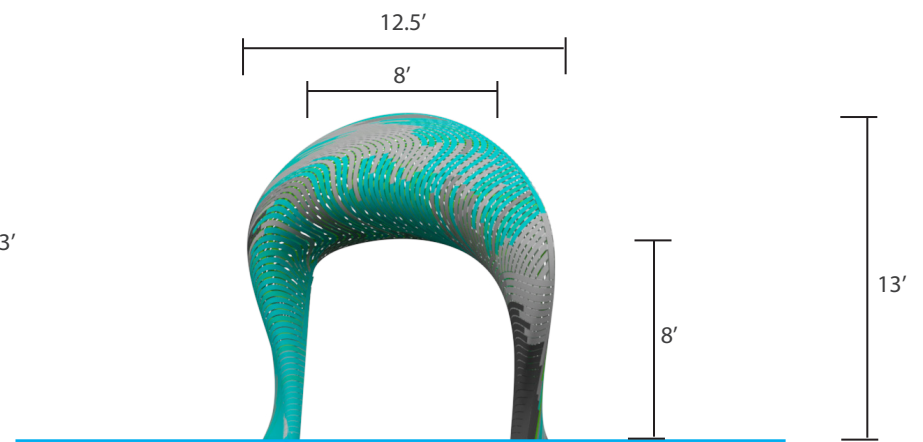
ICONIC&TIMELESS



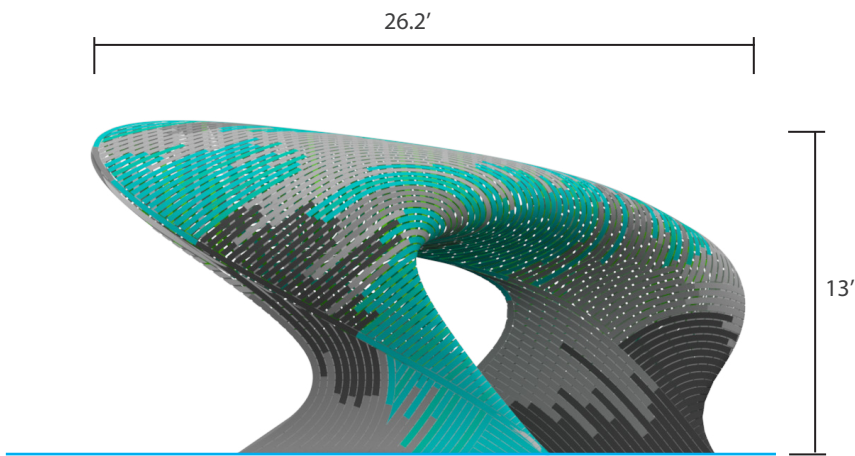
LOGISTICS



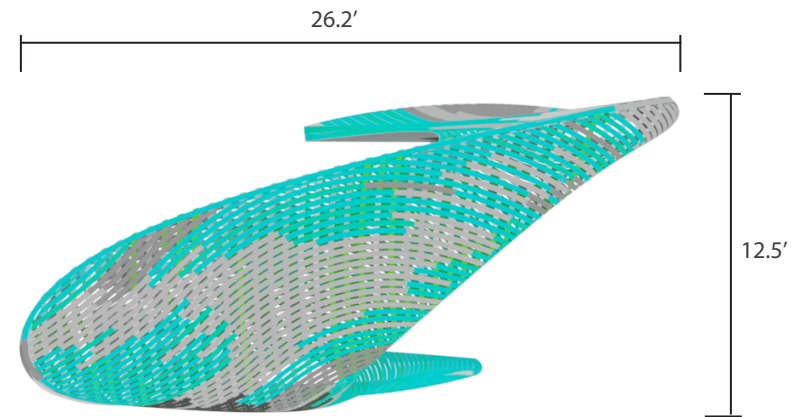
Side View



Front View



Side View



Top View

DIMENSIONS

BUDGET

The available budget for the project is \$275,000 USD. Our design proposal is projected to stay within the margin of this benchmark due to our innovative fabrication techniques, our collaborative nature, our previous experience in construction, our project management record of similar projects and full understanding of project logistic. We have attached a breakdown and basic cost estimate.

Artist Fee: 5%

Engineering and Insurance Fee: 3%

Materials and Supplies: 32%

Fabrication: 40%

Painting: 10%

Transportation and Installation: 10%

TOTAL BUDGET: \$275,000 USD

1. Fabrication including but not limited to the following items: Material, labour, CNC, fabrication
2. Materials including but not limited to the following items: Material, labour, cleaning, degreasing, assembly, storage, tools
3. Painting including but not limited to the following items: Paint, labour, coating process, primer, cleaning
4. Transportation including but not limited to the following items: Material, labour, supplies, protect, packaging, shipping, receiving, storage, coordination
5. Installation including but not limited to the following items: Labour, supplies, scaffolding, equipment
6. Design Fee including but not limited to the following items: Artist fee, consultant fee, overhead, engineering, permits
7. Other expenses including but not limited to the following items: Supplies, prints, prototype, scale models, presentation material, communication, services, insurance cost, speciality equipment, tools

MATERIAL

In order to withstand the naval weather conditions and UV light exposure, we will utilize a appropriate primer, paint and surface finish for the aluminum material.

All components including the attachments and hardware will be aluminum. The structure of the components will be made out of aluminum stripes. Based on the structural calculations of the engineer the structure. All aluminum components will be lasercut and painted after cutting/welding.

Primer: (Attachment A) EPX Series are all purpose Epoxy Primers that creates a superior corrosion resistant undercoating with excellent adhesion properties when used on properly prepared metal surfaces. It exhibits excellent corrosion resistance and adhesion when applied over properly prepared aluminum.

Finish:

Cardinal's 6300 series catalyzed with 63MGE is a acrylic aliphatic two-component polyurethane coating. Paint will be applied in the shop and only touched up in the field. This coating is well suited for exterior applications on metal. Cardinal's 6300 series polyurethane coating is available in a full selection of color and gloss, including metallic, cardtex finish and clear. Please note that we will use a semi-gloss finish for the skin to allow slight reflectivity as an additional effect.

MAINTENANCE

The design and material proposal for the art project does not require any major maintenance.

Due to the durable finishes and curvature of the artwork both dust and dirt will be simple to clean. The protected location next to the building is helpful to maintain durability and maintenance of the project.

-Cleaning - biannual cleaning is recommended to brush off dirt and residue.

Maintenance would consists of wiping down with water. Detergents, cleansers and other cleaning agents would all be suitable if necessary.

-Repairs - All materials and finishes are selected and designed to be very durable and regardless of damage that may occur, repairs are relatively simple. Minor scratches and dents can be buffed out with an polish or touched up with the provided paint index.

TIMELINE

The Schedule for the Public Art project is divided into three lead phases including:

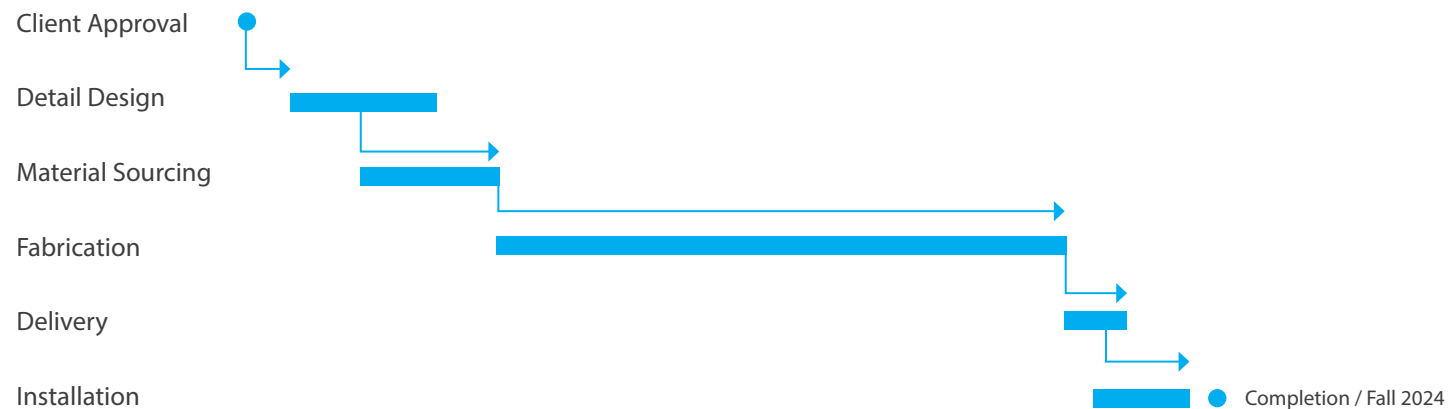
Detail Design, Fabrication, and Installation.

The schedule also allows for intermediate presentations with the representatives to inform on design process and to confirm project logistics.

After appointment and contract sign off, work will commence with the Detail Design of the art project. During this phase, we will develop the design, a series of digital mock-ups and prototypes to test final form and enhance structural specifications. In addition, we will produce a more precise quantity survey and cost estimate for final calculations to ensure an efficient and sustainable procurement.

The Detail Design phase allows for design optimization and the production of a final 3D model to establish Construction Documentation and to write final material specifications. The documentation will be submitted to our fabricators to tender for parts of the project including material.

The Installation phase will see transportation of the components from the manufacture to the site and oversee Installation at the final location. While installing the art project we will also hand over a maintenance description manual. The installation will be completed and handed over to the client.





CONTACT

Volkan Alkanoglu | DESIGN LLC
Address: 135 NW 9th Ave Unit 814
Portland, OR 97209
Web: www.alkanoglu.com
Email: volkan@alkanoglu.com
Phone: 857.654.4126

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 \$4 million 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.

EXHIBIT C

VISUAL ARTIST RIGHTS ACT WAIVER

To the fullest extent permitted under law, including but not limited to the Visual Artists Rights Act of 1990 (17 U.S.C. §106A) and the California Art Preservation Act (Cal. Civ. Code §§ 987- 989), the Artist knowingly and voluntarily waives any and all rights of attribution and integrity with respect to the Artwork, including but not limited to:

- Any right to prevent any modification, distortion, mutilation, or destruction of the Artwork;
- Any right requiring the preservation, maintenance, conservation, or restoration of the Artwork;
- Any right to prevent the removal, relocation, or disposition of the Artwork by the City or its agents;
- Any right to receive notice prior to removal or destruction of the Artwork; and
- The right to claim or disclaim authorship of the Artwork.

The Artist acknowledges and agrees that the City shall have the sole and absolute discretion to reproduce, relocate, modify, remove, or dispose of the Artwork for any reason, and that such actions shall not be deemed a violation of any rights under federal, state, or common law.

This waiver is made expressly in writing, knowingly and voluntarily signed by the Artist, and shall be binding on the Artist and enforceable by the City.

VOLKAN ALKANOGU DESIGN LLC,
a California limited liability company

Date

Volkan Alkanoglu, Artist

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of _____)

On _____ before me, _____
(insert name and title of the officer)

personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

EXHIBIT D

TRANSFER OF TITLE

State of California)

County of Los Angeles)

FOR VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, the undersigned Artist, located at the address noted below, does hereby sell, transfer and convey to the City of Redondo Beach "Gate Wave" by Volkan Alkanoglu located at Gateway Parkette, its assigns and successors, all rights, title and interest in the ownership of the Artwork commissioned by the Agreement for Artwork dated December 16, 2025 and signed in Redondo Beach, California, and as described therein.

Location: Gateway Parkette, 1199 N. Harbor Drive, Redondo Beach, CA 90277

IN WITNESS WHEREOF, Artist has executed this written transfer of title on this the ____ day of _____, 2025, effective upon City's written Final Acceptance under Article 4, section 4.1.5.

VOLKAN ALKANOGU DESIGN LLC,
a California limited liability company

Volkan Alkanoglu, Artist

Address

Address

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of _____)

On _____ before me, _____
(insert name and title of the officer)

personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)