

CITY OF SEBASTOPOL CITY COUNCIL
AGENDA ITEM REPORT FOR MEETING OF: September 3, 2024

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To: Honorable Mayor and City Councilmembers
From: The Public Arts Committee (PAC)
 Nzuzi Mahungu, Planning Technician
Subject: Approval of Artist for City Art Commission at Joe Rodota Trail and Agreement with
 Regional Parks

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RECOMMENDATIONS:

Approve the recommendation by the Public Arts Committee for the commissioned piece that will be placed at the southern entry of the Joe Rodota Trailhead. Approve the draft License Agreement with Sonoma County’s Regional Parks for shared use of the site and authorize the Mayor to sign the License Agreement.

EXECUTIVE SUMMARY:

The City Council authorized a commission for a public art installation at the Joe Rodota trailhead on the southside of Hwy 116 at their February 7th, 2023, meeting. Thirty-two submissions were received from artists living in the State of California, and the Public Arts Committee narrowed those submissions down to three. The Public Arts Committee (PAC) on April 25th, 2024, held a public viewing and allowed the public to leave feedback on each one until May 9th, 2024. The comments assisted the Public Arts Committee on their selection process which was then voted by the Committee at their May 14th, 2024, meeting by a vote of 3 in favor and 2 not in favor for the Bruce Johnson piece.

BACKGROUND AND DISCUSSION:

The Joe Rodota Trail is one of the most heavily-utilized in Sonoma County, and is the Hwy 116 northbound adjacent entry point of the trail, serving a large population of residents both of the town and the surrounding area. The project site is a triangle of land adjacent to the trailhead of the Joe Rodota Trail on Hwy 116 just south of the USPS Annex at 275 Petaluma Ave, Sebastopol, CA 95472. The location will mark the southern entry to Sebastopol’s downtown and the third commissioned piece of the four points of entry into town that the Public Arts Committee have been tasked with decorating with public art. The other locations include the west end of town which now holds a piece by Michael McGinnis at the side of the Sebastopol Regional Library facing Bodega Avenue, and the Eastern entrance, which is currently being installed by Ned Kahn, located east of the building at 105 Morris Street within the Laguna De Santa Rosa Reserve. The conclusion of this south entry project will leave the North entrance as the last to need a commissioned piece.

Starting November 1st, 2023, the \$25,000 commission was open to all artists and artist teams living in the State of California, and proposals were evaluated based on appropriateness to the site, aesthetic quality, durability of the art, maintenance requirements, and safety considerations. Previous experience, professional qualifications, artistic achievements, and artistic merit were also reviewed by the Public Arts Committee.

The PAC selected three finalists: Bruce Johnson, Diego Harris, and Michael Per Erik Lindell and all three were involved in a public review that showcased their proposals at the Sebastopol Regional Library from April 25th to May 9th. At their May 14th, 2024, meeting the Public Arts Committee reviewed the public comments and posthumously selected the late Bruce Johnson as their recommendation, represented by The Johnson Family Revocable Living Trust after his passing in 2023. Bruce Johnson’s sculpture *Koan*, is now presented to Council for approval.

As this is County property, a Revocable License Agreement is also required. The Revocable License Agreement between the City of Sebastopol and the County will facilitate the non-exclusive use of the property consisting of the triangle of land adjacent to the entry point of the Joe Rodota Trail on Hwy 116 just south of the USPS Annex at 275 Petaluma Avenue, Sebastopol, CA 95472. The City will be responsible for maintaining the commissioned art piece while the County’s Regional Parks staff will continue to maintain and control the premises. The term of the License Agreement is 25 years and may be extended if both parties agree after the expiration date in 2049.

STAFF ANALYSIS:

After selection of the finalist, the City will execute an Agreement with the Artist’s representatives for the work that shall be performed and also execute a License Agreement with Sonoma County’s Regional Parks for use of the site on Highway 116.

COMMUNITY OUTREACH:

This item has been noticed in accordance with the Ralph M. Brown Act and was available for public viewing and review at least 72 hours prior to schedule meeting date.

FISCAL IMPACT:

This commission is being funded through the City of Sebastopol’s Art In-Lieu Fee Fund, which is designated for public artworks. The total approved budget of \$31,000.00 has been allocated for the commissioned piece and staff implementation, as detailed on page 128 of the adopted budget document. The breakdown of the \$31,000 budget is as follows: \$25,000.00 is allocated to the Artist’s representative The Johnson Family Revocable Living Trust, covering design, fabrication, installation, and any other project-related expenses, including but not limited to transportation, taxes, and insurance. The remaining \$6,000.00 is reserved for staff time, which includes the installation processes that will be managed by Public Works at the site.

OPTIONS:

If the Council does not approve of the Artist, and License Agreement, the Council has the option of:

- 1. Denying the recommendation and considering the other two finalists and approving license agreement;
- 2. Denying the recommendation and reopening the RFP to other applicants

ATTACHMENTS:

- Revocable License Agreement for Use of County Facilities Agreement for Services
- Public Arts Committee’s Final Selection Summary by Chair Robert Brent
- JRT Trailhead Official Call
- Bruce Johnson Proposal Documents
- Diego Harris Proposal Documents
- Michael Per Erik Lindell Proposal Documents

APPROVALS:

Department Head Approval: Approval Date: 8/14/24
 CEQA Determination (Planning): Approval Date: 8/14/24

The proposed action is not a project under the California Environmental Quality Act (CEQA)

Administrative Services (Financial) Approval Date: 8/19/24

Costs authorized in City Approved Budget: Yes No N/A

Account Code (f applicable) 203-00-00-4210 & 203-00-00-4990

City Attorney Approval:
City Manager Approval:

Approval Date: 8/29/2024
Approval Date: 8/14/2024

REVOCABLE LICENSE AGREEMENT FOR USE OF COUNTY FACILITIES

This Agreement (“Agreement”), made and entered into on _____, 2024, is by and between the County of Sonoma, a political subdivision of the State of California, (“County”), and **City of Sebastopol**, a political subdivision of the State of California (“Licensee”). County and Licensee are sometimes collectively referred to herein as the “parties” and singularly, a “party.”

R E C I T A L S

WHEREAS, County owns certain real property located at triangle of land adjacent to the entry point of the Joe Rodota Trail on Hwy 116 just south of the USPS Annex at 275 Petaluma Ave, Sebastopol, CA 95472, APN 004-072-012 (hereinafter called the “County Property”); and

WHEREAS, Licensee requested the use of a portion of County Property to install, maintain and operate at Licensee’s expense a public art installation ; and

WHEREAS, Licensee published a Request for Proposals for public art project open to artists living in the State of California and three proposals were received;

WHEREAS, the artwork proposals were displayed for public viewing and feedback at the Sebastopol Regional Library, followed by evaluation of the proposals and selection of a finalist by the Sebastopol Public Arts Committee; and

WHEREAS, art work (Artwork), titled *Koan*, created by the Sonoma County artist Bruce Johnson, was selected for the installation; and

WHEREAS, the Sebastopol City Council has reviewed and approved the installation of Artwork; and

WHEREAS, County finds that this license would be in the public interest and would not substantially interfere or conflict with County’s use of the Property; and

WHEREAS, County and Licensee desire to execute and enter into this Agreement for the use of the said portion of County Property on the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the Premises and of the agreements of the respective parties herein set forth, it is mutually agreed as follows:

A G R E E M E N T

1. License. The County gives its permission, subject to all the terms and conditions of this Agreement, to Licensee use that portion of real property described in Section 2, below.
2. Premises. Licensee is hereby permitted to the non-exclusive use a portion of the County Property as specifically shown in Exhibit A attached hereto and made a part hereof (“Premises”), consisting of triangle of land adjacent to the entry point of the Joe Rodota Trail on Hwy 116 just south of the USPS Annex at 275 Petaluma Ave, Sebastopol, CA 95472. Licensee is not permitted use or occupancy of any other area of County Property outside of Premises

without prior written approval of County.

3. Non-Exclusive License. The license herein granted is non-exclusive. County continues to maintain and control the Premises including, without limitation, leasing, sub-leasing and granting of additional licenses.

4. Term. The term of this Agreement shall commence on _____, 2024 and expire on _____, 2049.

5. Consideration. The standard license fee is waived. In exchange, Licensee shall provide County valuable consideration as follows: Establish, operate, and maintain at Licensee's expense a public Artwork as specified in Exhibit B at the Premises. Licensee shall be responsible for all expenses associated with the installation and maintenance of Artwork.

6. Use. Licensee's use shall be limited to a public art installation and maintenance. No other use shall be permitted. No alcohol or other drugs shall be consumed on the premises. The rules and regulations attached hereto as Exhibit C, as well as such rules and regulations as may be adopted by County and provided to Licensee for the safety, care and cleanliness of the Premises and the preservation of good order thereon and hereby expressly made a part hereof, and Licensee hereby agrees to comply with them.

7. Equipment Installation and Operation. Licensee shall install equipment and improvements at its sole cost and expense, subject to the prior written approval of county of location and connection methods. Licensee's equipment shall be installed, operated and maintained in accordance with the highest standards now and hereafter generally employed for similar equipment. In the event the installation, operation or maintenance of said equipment causes direct or indirect interference with the operation of County's facilities, equipment or the equipment of County's tenants, or other licenses, Licensee shall correct said interference, at its sole cost and expense, to the satisfaction of County. In the event said interference cannot be corrected, Licensee shall promptly remove said equipment.

8. Taxes. Licensee agrees to pay any and all lawful taxes, assessments, or charges, which may at any time be levied by any public entity upon any improvements made as a result of this Agreement.

9. Possessory Interest. Licensee expressly recognizes and understands that this Agreement may create a possessory interest subject to property taxation and that Licensee may be subject to the payment of property taxes lived on such interest.

10. Compliance with Laws. Licensee represents to County and hereby warrants that Licensee has complied with all laws applicable to the acceptance and use of the license herein granted. Licensee shall observe and comply at all times with all applicable federal, state and county statutes and ordinances, rules, regulations, directives, and orders of governmental agencies now in force or which may hereinafter be in force relating to or affecting the use of the license herein granted.

11. Waste, Nuisance. Licensee shall not commit, suffer, or permit the commission by others of: (i) any waste or nuisance on the Premises; (ii) any action or use of the Premises which interferes or conflicts with the use of the Premises by County or any authorized person; or (iii) any action on the premises in violation of any laws or ordinances.

12. Inspection. County shall be permitted to enter and inspect the licensed Premises

at any and all times.

13. Extent of Grant of License. This Agreement and the license herein granted are valid only to the extent of County's jurisdiction as a landowner or tenant of the Premises. Acquisition of any other necessary permits or entitlements for use is the responsibility of Licensee. NOTHING CONTAINED IN THIS AGREEMENT SHALL BE CONSTRUED AS A RELINQUISHMENT OF ANY RIGHTS NOW HELD BY COUNTY.

14. Non-Liability of County. County, its officers, agents, and employees shall not be liable to Licensee for any loss or damage to Licensee or Licensee's property from any cause. Licensee expressly waives all claims against County, its officers, agents, and employees, unless such injury or damage is caused by or due to the sole negligence or willful misconduct of County, its officers, agents, and employees.

15. Indemnification. Licensee agrees to accept all responsibility for loss or damage to any person or entity, including County, and to indemnify, hold harmless, reimburse and release County, its officers, agents, and employees, from and against any and all actions, claims, damages, liabilities, disabilities, or expenses, including but not limited to attorneys' fees and the cost of litigation incurred in the defense of claims as to which this indemnity applies or incurred in a action by County to enforce the indemnity provisions herein, whether arising from personal injury, property damage or economic loss of any type, that may be asserted by any person or entity, including Licensee, arising out of or in connection with any of the circumstances described in Sections 15.1, 15.2, 15.3, and 15.4, whether or not there is concurrent negligence on the part of county, but, to the extent required by law, excluding liability due to the sole or active negligence or due to the willful misconduct of County. If there is a possible obligation to indemnify, Licensee's duty to defend exists regardless of whether it is ultimately determined that there is not a duty to indemnify. County shall have the right to select its own legal counsel at the expense of the Licensee, subject to Licensee's approval, which approval shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Licensee or its agents under the workers' compensation acts, disability benefits acts, or other employee benefits acts.

15.1. Use of Premises. Use of the Premises in any manner by Licensee, its agents, employees, invitees, subtenants, licensees, and contractors, and the agents, employees, patrons, contractors and invitees of subtenants, including any use of the Premises not allowed under this agreement.

15.2. Breach by Licensee. Any breach by Licensee of the terms, covenants or conditions herein contained.

15.3. Approval of Agreement. The approval of this Agreement by County.

15.4. Other Activities. Any other activities of Licensee, its agents, employees, and subtenants.

16. Insurance. With respect to performance of work under this Agreement, Licensee shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain, insurance as described in Exhibit D, which is attached hereto and incorporated herein by this reference.

17. Liability for Loss or Damage to County Property. Licensee shall be liable to County for any loss or damage to the Premises arising from or in connection with Licensee's

performance hereunder or any of its officers, agents, and employees.

18. Statutory Compliance/Living Wage Ordinance. Licensee agrees to comply, and to ensure compliance by its sublicensees, or subcontractors, with all applicable federal, state and local laws, regulations, statutes and policies, including but not limited to the County of Sonoma Living Wage Ordinance, applicable to the services provided under this Agreement as they exist now and as they are changed, amended, or modified during the term of this Agreement. Without limiting the generality of the foregoing, Licensee expressly acknowledges and agrees that this Agreement is subject to the provisions of Article XXVI of Chapter 2 of the Sonoma County Code, requiring payment of a living wage to covered employees. Noncompliance during the term of this Agreement will be considered a material breach and may result in termination of the Agreement or pursuit of other legal or administrative remedies.

19. Prevailing Wages.

19.1. General. Licensee shall pay to persons performing construction work of over \$1,000.00, including repair work, hereunder an amount equal to or more than the general prevailing rate of per diem wages for (1) work of a similar character in the locality in which the work is performed and (2) legal holiday and overtime work in said locality. The per diem wages shall be an amount equal to or more than the stipulated rates contained in a schedule that has been ascertained and determined by the Director of the State Department of Industrial Relations and County to be the general prevailing rate of per diem wages for each craft or type of workman or mechanic needed to execute this Agreement. Licensee shall also cause a copy of this determination of the prevailing wage rate of per diem wages to be posted at each site work is being performed. Copies of the prevailing wage rate of per diem wages are on file at the Sonoma County Regional Parks Department and will be made available to any person upon request.

19.2 Subcontractors. Licensee shall insert in every subcontract or other arrangement which Tenant may make for performance of such work or labor on work provided for in the Agreement, provision that Subcontractor shall pay persons performing labor or rendering service under subcontract or other arrangement not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed in the Labor Code. Pursuant to Labor Code Section 1775(b)(1), Tenant shall provide to each Subcontractor a copy of Sections 1771, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code.

19.3 Compliance with Laws. Licensee stipulates that it shall comply with all applicable wage and hour laws, including without limitation Labor Code Sections 1775, 1776, 1777.5, 1813, and 1815 and California Code of Regulations, Title 8 Section 16000, et seq.

20. Termination. If this Agreement is terminated, the terms of Section 15 hereof shall survive such termination. County may terminate this Agreement, at any time, for any reason whatsoever, with 365 days written notice to Licensee. Upon the termination of the contract, Licensee shall remove the artwork at its sole expense. If the Artwork is removed from the Premises or destroyed, this license shall terminate 60 days after destruction or removal of the Artwork, unless a replacement display is proposed by Licensee and approved in writing by the Director of the Sonoma County Regional Parks Department prior to the passage of the 60 day period.

21. License is Personal. The license herein granted is personal to Licensee and no right hereunder may be assigned, sublet, or otherwise transferred in whole or in part without the prior written consent of County, and any attempt to assign, sublet or transfer shall be of no force

or effect whatsoever unless and until County shall have given its written consent thereto. County may withhold its consent for any reason.

22. Provisions are Conditions of Use/Occupancy. Each provision of this Agreement shall be deemed a condition of the right of Licensee to use or continue to occupy the Premises. Notwithstanding anything stated to the contrary herein, if Licensee fails to perform any provision of this Agreement at the time and in the manner herein provided, County may at its option immediately terminate this Agreement; this right to terminate shall be cumulative to any other legal right or remedy available to County.

23. Licensee to Act in Independent Capacity. Licensee, its officers, agents, and employees shall act in an independent capacity and shall not represent themselves to be or be construed to be officers, agents, or employees of County.

24. License Not a Lease. This Agreement does not constitute a lease, but constitutes a mere revocable license and Licensee is limited to the use of the Premises expressly and specifically described above. If access routes are not specifically described in Section 2 of this Agreement, Licensee shall be entitled to use only the access route(s) designated by the County. Licensee shall have no right or privilege in any respect whatsoever to use any other part of the property of County for any purpose whatsoever. Licensee disclaims any interest that when coupled with the license herein granted would render it irrevocable.

25. Notice. All notices and payments shall be made in writing and shall be given by personal delivery or by U.S. Mail or courier service. Notices and payments shall be addressed as follows:

If to County: County of Sonoma, Regional Parks Department
 2300 County Center Drive, Suite 120A
 Santa Rosa, CA 95403
 Bert Whitaker, Regional Parks Director
 bert.whitaker@sonoma-county.org
 (707) 565-2041

If to Licensee: City of Sebastopol
 7120 Bodega Avenue
 Attn: Planning Director
 Sebastopol, CA 94572

Either party may at any time change its address for notices by giving written notice of such change to the other party in the manner provided in this Section 25.

26. No Continuing Waiver. The waiver by County of any breach of the provisions of this Agreement shall not constitute a continuing waiver of any subsequent breach of the same, or of any other provision of this Agreement.

27. Surrender. Upon the expiration or sooner termination of this Agreement, Licensee, at its sole cost and expense, shall remove, revise, or relocate such structures and equipment as are designated by County, restore the Premises to its original condition, and vacate the Premises. Should Licensee neglect to restore the Premises to a condition satisfactory to County, County may perform such work or have the work performed and Licensee shall immediately reimburse County for all direct and indirect costs associated with such work upon

receipt of a statement therefore.

28. General Provisions.

28.1. Time of Essence. Time is and shall be of the essence of this Agreement and of each and every provision contained in this Agreement.

28.2. Incorporation of Prior Agreements; Amendments. This Agreement contains all the agreements of the parties with respect to any matter mentioned herein. No prior agreement, or understanding pertaining to any such matter shall be effective. This Agreement may be modified in writing only, signed by the parties in interest at the time of the modification, and this sentence may not be modified or waived by any oral agreement, whether executed or unexecuted.

28.3. Binding Effect; Choice of Law. This Agreement shall be binding upon and inure to the benefit of the parties, their personal representatives, successors, and assigns. This Agreement shall be governed by the laws of the State of California and any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in the County of Sonoma.

28.4. No Third-Party Beneficiaries. Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.

28.5. Construction of Agreement; Severability. To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, regulation, or law. The parties covenant and agree that in the event any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby. Licensee and County acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one party in favor of the other. Licensee and County acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

28.6. Relationship. The parties intend by this Agreement to establish the relationship of licensor and licensee only, and do not intend to create a partnership, joint venture, joint enterprise, or any business relationship other than that of licensor and licensee.

28.7. Captions. The captions in this Agreement are for convenience only and are not a part of this Agreement. The captions do not in any way limit or amplify the provisions hereof, and shall have no effect upon the construction or interpretation of any part hereof.

28.8. Nondiscrimination. Licensee shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, pregnancy, disability, sexual orientation or other prohibited basis. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.

28.9. AIDS Discrimination. Licensee agrees to comply with the provisions of Chapter 19, Article II, of the Sonoma County Code prohibiting discrimination in housing, employment, and services because of AIDS or HIV infection during the term of this Agreement and any extensions of the term.

LICENSEE HAS CAREFULLY READ AND CONSIDERED THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT AND HEREBY AGREES THAT LICENSEE SHALL BE BOUND BY ALL SAID TERMS AND CONDITIONS.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

LICENSEE: **CITY OF SEBASTOPOL**,
a political Subdivision of State of California

By: _____

Name: _____

Title: Mayor

Date: _____

CERTIFICATES OF INSURANCE ON
FILE WITH AND APPROVED AS TO
SUBSTANCE FOR COUNTY AND
EXECUTED BY:

By: _____

Regional Parks Department Head

Date: _____

By: _____

Sonoma Public Infrastructure Department
Head

Date: _____

APPROVED AS TO FORM FOR
COUNTY:

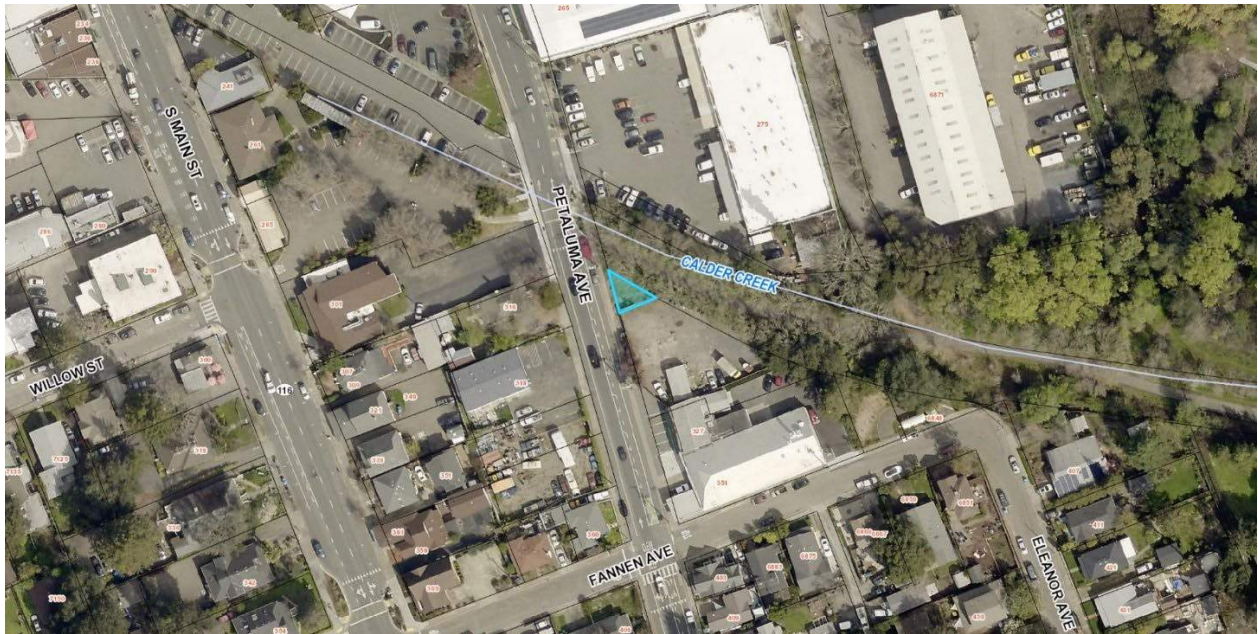
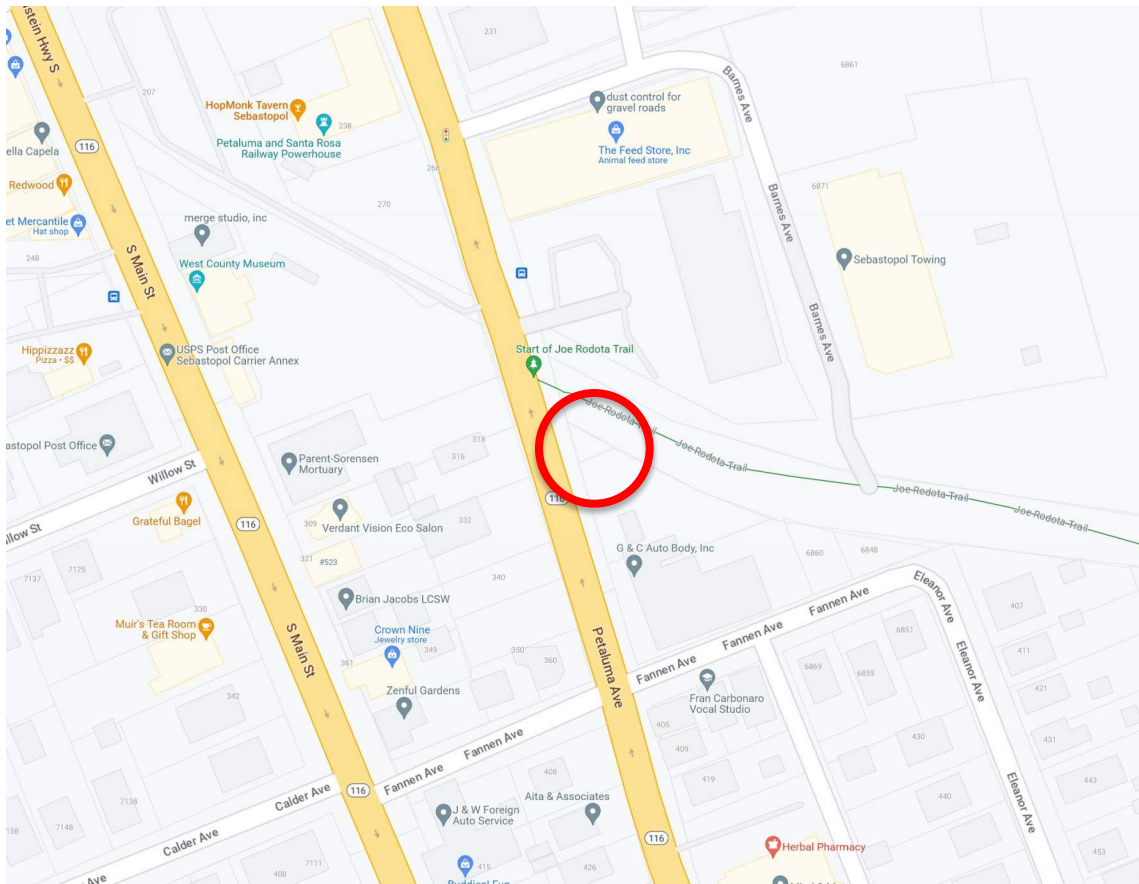
By: _____

County Counsel

Date: _____

COUNTY: COUNTY OF SONOMA

Exhibit A - Premises



Site Photographs



Petaluma Avenue facing east t to site



Petaluma Avenue facing east t to site

Exhibit B**RULES AND REGULATIONS**

1. Licensee shall submit the proposed artwork project for review and approval to the Director of Regional Parks. The Director of Regional Parks shall have the sole discretion to provide final approval of the project.
2. Artwork shall not contain pornographic material matter; advocate or suggest the use of tobacco products or illegal/prohibited substances; advocate for or against political candidates, political campaigns, ballot measures, or political parties or organizations; or advocate a position (directly or indirectly) on any public policy or social issue. Artworks shall not contain objectionable or controversial material such that the Artwork would be objectively offensive to members of the public or to County employees, or contrary to community standards, or would detract from the mission of the County.
3. All displays will meet existing State and Federal laws on obscenity, libel, defamation or character or invasion of privacy.
4. The name and contact information for the group or individual preparing the display must be a part of display; contact information can include website address (website could be used to provide additional information on the artwork and information on pricing).
5. The artwork piece will not be accepted if it is wet, unfinished, or too fragile and/or poses a hazard as determined by the County.
6. Licensee is responsible for the legal and ethical integrity of the artwork.
7. Licensee will not be allowed to change the art or title without the County's consent.
8. All displays must adhere to established guidelines for mounting.
9. Licensee shall not overload the surface of the Premises or in any way deface the Premises or any part thereof except for public art installation purpose.
10. No artwork shall be placed in such a manner or location that it creates a safety or security concern for employees and visitors of the County facility.
11. All artwork is to be hung up or set up, and taken down as established within the installation agreement but in no case shall artwork be installed, set-up and removed without advance 478 hour notice being provided to the County.
12. County assumes no responsibility for theft, loss, damage, or destruction of items left for display.

13. Licensee shall be present during the installation and removal of Artwork.
14. County is not responsible for design, engineering, permitting and/or cost associated with modifications or changes to existing facilities required to safely secure displayed Artwork.
15. License shall retain ownership of the Artwork and shall be responsible for the removal of the Artwork at its sole cost upon the expiration or termination of the agreement.
16. No furniture, freight or equipment of any kind shall be brought onto the Premises without the prior notice to County, and all moving of the same shall be done at such time and in such manner as County shall designate. County shall have the right to prescribe the weight, size and position of heavy equipment brought onto the Premises and also the times and manner of moving the same in an out of the Premises. Heavy objects shall, if considered necessary by County, stand on support of such thickness as is necessary to properly distribute the weight. County will not be responsible for loss of or damage to any such safe and property from any cause, and all damage done to the building adjacent to the Premises, by moving or maintaining any such safe of other property shall be repaired at the expense of Licensee.
17. Licensee shall not use, keep or permit to be used or kept any foul or noxious gas or substance on the Premises, or permit or suffer the Premises to be occupied or used in a manner offensive or objectionable to the County by reason or noise, odors and/or vibrations, or interfere in any way with other occupants or those having business herein, nor shall any animals or birds be brought in or kept on or about the Premises. Disability assistance animals shall, however, be permitted on Premises.
18. County will direct electricians as to where and how telephone wires, if any, are to be introduced. No boring or cutting for wires will be allowed without the consent of County.
19. County shall in no case be liable for damages for any error with regard to the admission to or exclusion from the Premises of any person. In case of invasion, mob, riot, public excitement or other commotion, County reserves the right to prevent access to the Premises during the continuance of the same by closing of the doors, roads, or otherwise for the safety of the occupants and protection of property adjacent to Premises.
20. County reserves the right to exclude or expel from the Premises any person who, in the judgement of County, is intoxicated or under the influence of liquor or drugs, or who shall in any manner do any act in violation of any of these rules and regulations or the Agreement to which these rules and regulations are made a part.

21. Licensee shall not disturb, solicit or canvass any occupant of the property adjacent the Premises of which the Premises are comprised or are a part and shall cooperate to prevent same.

Exhibit C

Licensee shall maintain and require its subcontractors and agents to maintain, during the term of this License or any extensions of the term, insurance as described below unless such insurance has been expressly waived by the attachment of a *Waiver of Insurance Requirements*.

County reserves the right to review any and all of the required insurance policies and/or endorsements, but has no obligation to do so. Failure to demand evidence of full compliance with the insurance requirements set forth in this Lease or failure to identify any insurance deficiency shall not relieve Licensee from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the term of this Lease.

1. Workers Compensation and Employers Liability Insurance

- a. Required if Licensee has employees as defined by the Labor Code of the State of California.
- b. Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.
- c. Employers Liability with minimum limits of \$1,000,000 per Accident; \$1,000,000 Disease per employee; \$1,000,000 Disease per policy.
- d. The policy shall be endorsed to include a written waiver of the insurer's right to subrogate against County.
- e. Required Evidence of Insurance:
 - i. Subrogation waiver endorsement; and
 - ii. Certificate of Insurance.

If Licensee currently has no employees as defined by the Labor Code of the State of California, Licensee agrees to obtain the above-specified Workers Compensation and Employers Liability insurance should employees be engaged during the term of this Lease or any extensions of the term.

2. General Liability Insurance

- a. Commercial General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01.
- b. Minimum Limits: \$1,000,000 per Occurrence; \$2,000,000 General Aggregate; the General Aggregate shall apply separately to each location. The required limits may be provided by a combination of General Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance. If Licensee maintains higher limits than the specified minimum limits, County requires and shall be entitled to coverage for the higher limits maintained by Licensee.
- c. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by County. Licensee is responsible for any deductible or self-insured retention and shall fund it upon County's written request, regardless of whether Licensee has a claim against the insurance or is named as a party in any action involving the County.
- d. The County of Sonoma, Its Officers, Agents, and Employees shall be additional insureds for liability arising out of the Licensee's operations or premises rented to Licensee (ISO

endorsement CG 20 26 or equivalent).

- e. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
- f. The policy shall be endorsed to include a written waiver of the insurer's right to subrogate against County.
- g. The policy shall cover inter-insured suits between County and Licensee and include a "separation of insureds" or "severability" clause which treats each insured separately.
- h. Required Evidence of Insurance:
 - i. Copy of the additional insured endorsement or policy language granting additional insured status; and
 - ii. Certificate of Insurance.

3. Property Insurance for Business Personal Property and Licensees Improvements

(Required only during the Post-Construction Period)

- a. Property insurance on a "special form" or "all risks" basis.
- b. Minimum Limit: the full current combined replacement cost of Licensee's Business Personal Property and Licensee's improvements.
- c. The insurance shall apply on a replacement cost basis, without deduction for depreciation.
- d. Licensee shall disclose any deductible or self-insured retention in excess of \$25,000 and such deductible or self-insured retention must be approved in advance by County. Licensee is responsible for any deductible or self-insured retention.
- e. Required Evidence of Insurance: Certificate of Property Insurance or Evidence of Commercial Property Insurance.

4. Automobile Liability Insurance

- a. Minimum Limit: \$1,000,000 combined single limit per accident. The required limit may be provided by a combination of Automobile Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance.
- b. Insurance shall cover all owned autos. If Licensee currently owns no autos, Licensee agrees to obtain such insurance should any autos be acquired during the term of this Lease or any extensions of the term.
- c. Insurance shall cover hired and non-owned autos.
- d. Required Evidence of Insurance: Certificate of Insurance.

5. Increases in Limits of Insurance

County may periodically require higher policy limits if such increased limits are reasonably available in commercial insurance markets.

6. Standards for Insurance Companies

Insurers, other than the California State Compensation Insurance fund, shall have an A.M. Best's rating of at least A:VII.

7. Documentation

- a. The Certificate of Insurance must include the following reference: [Artwork Installation at Joe Rodota Trail](#).

- b. All required Evidence of Insurance shall be submitted prior to the execution of this Lease. Licensee agrees to maintain current Evidence of Insurance on file with County for the required period of insurance.
- c. The name and address for Additional Insured endorsements and Certificates of Insurance is: The County of Sonoma, its Agents, Officers and Employees, attn: Sonoma County Regional Parks, 2300 County Center Dr., Ste. 120A, Santa Rosa, CA 95403.
- d. Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.
- e. Licensee shall provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.
- f. Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.

8. Policy Obligations

Licensee's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

9. Material Breach

If Licensee fails to maintain insurance which is required pursuant to this Lease, it shall be deemed a material breach of this Lease. County, at its sole option, may terminate this Lease and obtain damages from Licensee resulting from said breach. Alternatively, County may purchase such required insurance and Licensee shall immediately reimburse County for any premium costs advanced by County for such insurance. These remedies shall be in addition to any other remedies available to County.

Exhibit D

Licensee shall maintain and require its subcontractors and agents to maintain, during the term of this License or any extensions of the term, insurance as described below unless such insurance has been expressly waived by the attachment of a *Waiver of Insurance Requirements*.

County reserves the right to review any and all of the required insurance policies and/or endorsements, but has no obligation to do so. Failure to demand evidence of full compliance with the insurance requirements set forth in this Lease or failure to identify any insurance deficiency shall not relieve Licensee from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the term of this Lease.

1. Workers Compensation and Employers Liability Insurance

- a. Required if Licensee has employees as defined by the Labor Code of the State of California.
- b. Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.
- c. Employers Liability with minimum limits of \$1,000,000 per Accident; \$1,000,000 Disease per employee; \$1,000,000 Disease per policy.
- d. The policy shall be endorsed to include a written waiver of the insurer's right to subrogate against County.
- e. Required Evidence of Insurance:
 - i. Subrogation waiver endorsement; and
 - ii. Certificate of Insurance.

If Licensee currently has no employees as defined by the Labor Code of the State of California, Licensee agrees to obtain the above-specified Workers Compensation and Employers Liability insurance should employees be engaged during the term of this Lease or any extensions of the term.

2. General Liability Insurance

- a. Commercial General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01.
- b. Minimum Limits: \$1,000,000 per Occurrence; \$2,000,000 General Aggregate; the General Aggregate shall apply separately to each location. The required limits may be provided by a combination of General Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance. If Licensee maintains higher limits than the specified minimum limits, County requires and shall be entitled to coverage for the higher limits maintained by Licensee.
- c. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by County. Licensee is responsible for any deductible or self-insured retention and shall fund it upon County's written request, regardless of whether Licensee has a claim against the insurance or is named as a party in any action involving the County.
- d. The County of Sonoma, Its Officers, Agents, and Employees shall be additional insureds for liability arising out of the Licensee's operations or premises rented to Licensee (ISO

endorsement CG 20 26 or equivalent).

- e. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
- f. The policy shall be endorsed to include a written waiver of the insurer's right to subrogate against County.
- g. The policy shall cover inter-insured suits between County and Licensee and include a “separation of insureds” or “severability” clause which treats each insured separately.
- h. Required Evidence of Insurance:
 - i. Copy of the additional insured endorsement or policy language granting additional insured status; and
 - ii. Certificate of Insurance.

3. Property Insurance for Business Personal Property and Licensees Improvements

(Required only during the Post-Construction Period)

- a. Property insurance on a “special form” or “all risks” basis.
- b. Minimum Limit: the full current combined replacement cost of Licensee’s Business Personal Property and Licensee’s improvements.
- c. The insurance shall apply on a replacement cost basis, without deduction for depreciation.
- d. Licensee shall disclose any deductible or self-insured retention in excess of \$25,000 and such deductible or self-insured retention must be approved in advance by County. Licensee is responsible for any deductible or self-insured retention.
- e. Required Evidence of Insurance: Certificate of Property Insurance or Evidence of Commercial Property Insurance.

4. Automobile Liability Insurance

- a. Minimum Limit: \$1,000,000 combined single limit per accident. The required limit may be provided by a combination of Automobile Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance.
- b. Insurance shall cover all owned autos. If Licensee currently owns no autos, Licensee agrees to obtain such insurance should any autos be acquired during the term of this Lease or any extensions of the term.
- c. Insurance shall cover hired and non-owned autos.
- d. Required Evidence of Insurance: Certificate of Insurance.

5. Increases in Limits of Insurance

County may periodically require higher policy limits if such increased limits are reasonably available in commercial insurance markets.

6. Standards for Insurance Companies

Insurers, other than the California State Compensation Insurance fund, shall have an A.M. Best's rating of at least A:VII.

7. Documentation

- a. The Certificate of Insurance must include the following reference: [Artwork Installation at Joe Rodota Trail](#).

- b. All required Evidence of Insurance shall be submitted prior to the execution of this Lease. Licensee agrees to maintain current Evidence of Insurance on file with County for the required period of insurance.
- c. The name and address for Additional Insured endorsements and Certificates of Insurance is: The County of Sonoma, its Agents, Officers and Employees, attn: Sonoma County Regional Parks, 2300 County Center Dr., Ste. 120A, Santa Rosa, CA 95403.
- d. Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.
- e. Licensee shall provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.
- f. Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.

8. Policy Obligations

Licensee's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

9. Material Breach

If Licensee fails to maintain insurance which is required pursuant to this Lease, it shall be deemed a material breach of this Lease. County, at its sole option, may terminate this Lease and obtain damages from Licensee resulting from said breach. Alternatively, County may purchase such required insurance and Licensee shall immediately reimburse County for any premium costs advanced by County for such insurance. These remedies shall be in addition to any other remedies available to County.

**Public Art Design, Fabrication and Installation for the Sebastopol South
Entrance Public Art Project
AGREEMENT FOR SERVICES**

This Agreement is dated this ____ day of _____, 2024 (“Effective Date”), by and between the City of Sebastopol, a general law city (the "City"), and The Johnson Family Revocable Living Trust, a trust/estate (hereinafter referred to as the "Artist").

RECITALS

- A. The City has requested the Artist to install public art at the trailhead of the Joe Rodota Trail on Highway 116.
- B. The Artist is qualified and experienced to provide such services.

NOW, THEREFORE, the City and the Artist, for the consideration hereinafter set forth, mutually agree as follows:

1. **SCOPE OF WORK.** The Artist shall install the Council-approved artwork attached as **Exhibit A** (the “Artwork”). Artist shall perform all services as detailed in the attached “**Schedule of Performance and Budget,**” attached hereto as **Exhibit B.** The Artist warrants that the Artwork is original and solely the product of Artist’s own creative efforts and does not infringe on the rights of any person or entity.
2. **COORDINATION.** Artist shall personally participate in said project to coordinate all activities of the project. The City authorizes the Planning Director or his designee (“Authorized Representative”) to act on behalf of the City in accordance with the terms of this Agreement, and to take all actions authorized or required to be taken by the City.
3. **PERMITTING.** All permits must be obtained for the project prior to installation of the Artwork. The cost of any State or City permits is included in the scope of work.
4. **COMPENSATION.**
 - A. City shall pay Artist as compensation for such services and expenses as set forth in the “**Payment Schedule**” attached hereto as **Exhibit C** and incorporated herein by reference. City shall pay Artist the amount identified under the “Payment Amount” column after each corresponding phase of work has been completed to the satisfaction of the City’s Authorized Representative. Artist shall complete all the services required under this Agreement for a total payment from the City in an amount not to exceed \$25,000.
 - B. Upon completion of each Invoicing phase as described on Exhibit “B”, Artist

shall submit itemized statements for work performed. City shall make payment within thirty (30) days after approval of the invoice by City.

5. TERM. The term of this Agreement shall begin on Effective Date and shall end upon Final Acceptance. Section 16 Insurance, Section 15 Indemnification, Section 13 Records of Performance, and Section 27 Confidentiality shall survive termination or expiration of the agreement and shall remain enforceable thereafter.

6. APPROVAL AND FINAL ACCEPTANCE OF THE WORK. Payment does not imply acceptance of work. The granting of any payment by City, or the receipt thereof by Artist, shall in no way lessen the liability of Artist to replace unsatisfactory work, equipment, or materials, although the unsatisfactory character of such work, equipment or materials may not have been apparent or detected at the time such payment was made. Materials, equipment, components, or workmanship that does not conform to the requirements of this Agreement may be rejected by City and in such case must be replaced by Artist at the Artist's expense as soon as possible.

A. The granting or withholding of any approval by the City shall be determined by the City in its sole and reasonable discretion. However, the City shall approve all deliverables if they materially conform to plans or Contract Documents previously approved by the City. If the City withholds approval of any deliverables, in addition to other rights or remedies available to the City under the Agreement or applicable law, the City shall have the right to terminate this Agreement immediately and shall have no further obligations under this Agreement.

B. Final Acceptance. Artist shall advise the City in writing when Artist has completed all obligations, services and deliverables under this Agreement and all modifications. The City shall approve of all deliverables in writing prior to installation or shall promptly send a Notice of Response identifying in writing any obligations, services or deliverables that Artist has not satisfactorily met, any defects in Artist's performance, and the requirements for Artist to cure any such default. Artist shall have twenty (20) days from dispatch of the Notice of Response to cure any defects in Artist's performance identified in the City's Notice of Response. The Work shall not be officially accepted by City unless the City has issued a resolution of Final Acceptance. City shall make a good faith effort to make a determination as to Final Acceptance promptly. "Final Acceptance" occurs once Work is delivered and installed in consultation with the City and City has inspected the Work.

7. NOTICES. Any notice (including any demand, request, consent, approval, or communication that any party desires or is required to give to any other party or any other person under this Agreement) shall be in writing and either served personally or sent by email or prepaid, certified or registered mail, return receipt requested. Any such notice shall be addressed as follows:

TO CITY: Planning Director
 City of Sebastopol
 P.O. Box 1776
 Sebastopol, CA 95473
 Email: planning@cityofsebastopol.gov

TO ARTIST: The Johnson Family Revocable Living Trust
 10957 Westside Road
 Healdsburg, CA 95448
 Email: tori.jhnsn@gmail.com
kendramj@gmail.com

Any party may change its address by notifying the other parties of the change of address. All notices shall be effective on the date of actual delivery, or the date set forth on the return receipt of a certified or registered mail delivery.

8. AMENDMENT OF SCOPE OF WORK. City may request an amendment to the Scope of Work within the Agreement by written notification to the Artist. In such event, the compensation and time of performance shall be subject to renegotiation upon written demand of either party to the Agreement. The Artist may request an adjustment to the contract price or time for performance only if the Artist establishes, to the satisfaction of the City's Authorized Representative, that there was an unforeseen and unforeseeable condition that was outside of the responsibility or control of the Artist. Failure of the Artist to secure City's written authorization for extra or changed work shall constitute a waiver of any and all rights to adjust the contract price or date of delivery.

9. CITY'S RIGHT TO TERMINATE/SUSPEND CONTRACT. At any time and for any or no reason, City shall have the right to terminate this Agreement without notice, and pay the Artist (as full payment for all services satisfactorily rendered and expenses incurred hereunder) a proportionate amount of the total fees specified in this Agreement equal to the ratio that the services satisfactorily rendered by the Artist at the time of such termination bears to the total services otherwise required to be performed under the Agreement. Notwithstanding the above, Artist shall not be relieved from liability to City for damages sustained by virtue of any breach of this Agreement by Artist, whether or not the Agreement was terminated for convenience or cause, and City may withhold payments not yet made to Artist for the purpose of setoff until such time as the exact amount of damages due City from Artist is determined. If City terminates without cause, City shall have no right of use to any of Artist's work, e.g. studies, preliminary drawings, computations, specifications, etc., without further agreement with Artist.

10. CORRECTION OF WORK. The performance of services or acceptance of

information furnished by Artist shall not relieve the Artist from obligation to correct any defective, inaccurate or incomplete work for which Artist is responsible under this Agreement that is subsequently discovered, and all such work shall be remedied by the Artist on demand without cost to the City.

11. DELAYS AND EXTENSIONS. Time is of the essence concerning performance of this Agreement; however, the Artist will be granted time extensions for delays beyond the Artist's control. Time extensions will be equal to the length of the delay or as otherwise agreed upon between the Artist and the City.
12. RECORDS OF PERFORMANCE. Artist shall maintain adequate records of contract performance costs, expenses, etc., and make these records available for inspection, audit, and copying by the City during the agreement period and for a period of three (3) years from the date of final payment. Such time for retention shall be extended if grant funds are used to fund this project require the same.
13. SUBCONTRACTING. The City shall be an intended beneficiary of any work performed by a subcontractor for purposes of establishing a duty of care between subcontractor and City.
14. INDEMNIFICATION. To the full extent permitted by law, Artist shall indemnify, hold harmless, release and defend City, its officers, employees and agents from and against any and all actions, claims, demands, damages, disability, losses, expenses including attorney's fees and other defense costs and liabilities of any nature that may be asserted by any person or entity including Artist, in whole or in part, arising out of Artist's activities hereunder, including the activities of other persons employed or utilized by Artist in the performance of this Agreement (including design defects and regardless of City's approval, use or acceptance of the work or work product hereunder) excepting liabilities due to the admitted or adjudicated sole negligence or willful misconduct of City. If the adjudicated or admitted sole negligence or willful misconduct of City has contributed to a loss, Artist shall not be obligated to indemnify City for the proportionate share of such loss caused by such sole negligence or willful misconduct. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable by or for Artist under Worker's Compensation, disability or other employee benefit acts or the terms, applicability or limitations of any insurance held or provided by Artist. This Section 15 shall survive termination or expiration of the agreement and shall remain enforceable thereafter.
15. INSURANCE. Without limiting Artist's indemnification provided herein, Artist shall take out and maintain, throughout the period of this Agreement, the following policies of insurance placed with insurers (if other than the State Compensation Fund) with a current A.M. Best rating of no less than A:VII or its

equivalent against injury/death to persons or damage to property which may arise from or in connection with the activities hereunder of Artist, its agents, employees or subcontractors:

- A. Comprehensive or Commercial General Liability Insurance at least as broad as Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001), in an amount of \$2,000,000.00 per occurrence. If work involves explosive, underground or collapse risks, XCU must be included. If a general aggregate limit is used, either the general aggregate limit shall apply separately to this project or the general aggregate shall be twice the required occurrence limit. Said policy shall contain, or be endorsed with, the following provisions:
- (1) The City, its officers, employees and agents, are covered as insureds for liability arising out of the operations performed by or on behalf of Artist. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, agents and employees.
 - (2) The policy shall not be canceled or materially reduced in coverage without thirty (30) days prior written notice ten (10) days for non-payment of premium to City by certified mail.
- B. Automobile liability insurance with coverage at least as broad as ISO Form numbers CA 0001 06 92, Code 1 (any auto), for vehicles used in the performance of this Agreement with minimum coverage of not less than \$2,000,000 per accident combined single limit (CSL). Such policy shall contain or be endorsed with the provision that coverage shall not be canceled or materially reduced in coverage without thirty (30) days prior written notice ten (10) days for non-payment of premium to City by certified mail.
- C. Worker's Compensation insurance meeting statutory limits of Labor Code which policy shall [contain or be endorsed to contain a waiver of subrogation against City, its officers, agents, and employees and] provide for thirty (30) days prior written notice to City in the event of cancellation. If Artist has no employees, Artist may sign and file the following certification in lieu of insurance:

"I am aware of the provisions of California Labor Code Section 3700 which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with the provisions of that code before commencing with and during the performance of the work of this contract."

- D. Professional liability insurance/errors and omission coverage is not required by Artist for performance under this Agreement.
 - E. Artist shall furnish City with certificates and original endorsements affecting the required coverage prior to execution of this Agreement by City. The endorsements shall be on forms provided by City or as approved by City Attorney. Any deductible or self-insured retention over \$100,000.00 shall be disclosed to and approved by City. If Artist does not keep all required insurance policies in full force and effect, City may, in addition to other remedies under this Agreement, terminate or suspend this Agreement.
 - F. Any installation subcontractors to the Artist shall provide coverage consistent with the City's established requirements for Encroachment Permits.
16. STANDARD OF CARE. The City relies upon the professional ability of Artist and representations regarding the type of work to be performed as a material inducement to entering into this Agreement. Artist agrees to use reasonable care and diligence in rendering services under this Agreement. Artist is responsible for the work of all employees, subcontractors, and agents, and the negligence of one of them, if not adequately remedied by Artist, shall be conclusively deemed to be the negligence of Artist. Artist agrees that the acceptance of his work by City shall not operate as a waiver or release of said obligation of Artist. The absence, omission, or failure to include in this Agreement, items which are normally considered to be a part of generally accepted professional procedure or which involve specialized professional judgment appropriate to the type of work to be performed under this Agreement shall not be used as a basis for submission of inadequate work or incomplete performance.
17. COVENANT AGAINST CONTINGENT FEES. The Artist warrants that he has not employed or retained any company or person, other than a bona fide employee working for the Artist, to solicit or secure this Agreement, and that he has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making this Agreement. For breach or violation of this warranty, the City shall have the right to annul this Agreement without liability or, in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.
18. CONFLICT OF INTEREST. Artist covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in

any manner or degree with the performance of its services hereunder. Artist further covenants that in the performance of this Agreement, no person having any such interest shall be employed.

19. DEFAULT. If Artist fails to perform any obligation under this Agreement, within the time and in the manner herein provided or otherwise violates any term of this Agreement, City may terminate this Agreement by giving Artist written notice of such termination, stating the reason for such termination. In such event, Artist shall be entitled to receive (as full payment for all services satisfactorily rendered and expenses incurred hereunder) a proportionate amount of the total fees specified in this Agreement equal to the ratio that the services satisfactorily rendered by the Artist bear to the total services otherwise required to be performed under the Agreement. Notwithstanding the above, Artist shall not be relieved from liability to City for damages sustained by virtue of any breach of this Agreement by Artist, whether or not the Agreement was terminated for convenience or cause, and City may withhold payments not yet made to Artist for the purpose of setoff until such time as the exact amount of damages due City from Artist is determined.
20. THIRD PARTY BENEFICIARIES. Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.
21. INDEPENDENT CONTRACTOR. The parties intend that Artist, in performing the services specified herein, shall act as an independent contractor and shall have control of the work and the manner in which it is performed. Artist is not to be considered an agent or employee of the City and is not entitled to participate in any pension plan, insurance, bonus or similar benefits City provides its employees. In the event City exercises its right to terminate this Agreement, Artist expressly agrees that he/she shall have no recourse or right of appeal under rules, regulations, ordinances or laws applicable to employees.
22. EMPLOYMENT PRACTICES. Artist shall not discriminate in its performance under the Agreement either directly or indirectly on the grounds of race, color, religion, sex, age, national origin, or other prohibited grounds in its employment practices, and shall take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, national origin, or other prohibited grounds.
23. COMPLIANCE WITH LAW. Artist shall comply with all applicable federal, state and local laws, rules and regulations affecting the Artist and his/her work hereunder and shall ensure that all subcontractors do the same. Artist represents and warrants to City that Artist has and will keep in effect during the term of this Agreement all licenses (including but not limited to the City of Sebastopol business license), permits, qualifications and approvals of whatsoever nature which are legally

required for Artist to practice Artist's profession and to do the work hereunder.

24. WORK PRODUCT.

- A. Upon the City's Final Acceptance of the Artwork, the City will have no obligation to display or maintain any physical works or art or projects constructed using Artist's conceptual design for any particular time and within the scope of its legal authority, the City reserves the right to remove, relocate or destroy the physical works or art or projects constructed using Artist's conceptual design at any time after the completion of the project.
- B. As to the City and its agents, employees and contractors, the Artist hereby waives any and all rights he may have to prevent or cause the prevention of the removal, relocation or destruction of the project once constructed; or to seek other relief in connection with any such removal or destruction, pursuant to the federal Visual Artists Rights Act (and 113(d)), the California Art Preservation Act (Cal. Civil Code §§987 et seq.), and any other local, state, federal or international laws that convey rights of the same nature as those conveyed under 17 U.S.C. §106A, Cal. Civil Code §§987 et seq., or any other type of moral right protecting the integrity of works of art.
- C. Within the scope of its legal authority, City shall have the right to make photographs, drawings, or other two- dimensional reproductions of the conceptual design without prior consent of the Artist if used solely for non-commercial purposes, advertising, descriptive brochures, and similar purposes.

25. RIGHT TO ADEQUATE ASSURANCE OF PERFORMANCE. Each party to this Agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arises with respect to the performance of either party, the other may in writing demand adequate assurance of due performance, and until it receives such assurance, may, if reasonable, suspend any performance for which the agreed return has not been received. "Reasonable" includes not only the conduct of a party with respect to other agreements with parties to this Agreement or others. After receipt of a justified demand, failure to provide within a reasonable time, but not exceed fifteen (15) days, such assurance of due performance as is adequate under the circumstances of the particular case is a repudiation of this Agreement. Acceptance of any improper delivery, service or payment does not prejudice the aggrieved party's right to demand adequate assurance of future performance.

26. CONFIDENTIALITY. Artist shall treat all information obtained from City in the performance of this Agreement as confidential and proprietary to City. Artist shall treat all records and work product prepared or maintained by Artist in the performance of this Agreement as confidential. Artist agrees that it will not use

any information obtained as a consequence of the performance of work for any purpose other than fulfillment of Artist's scope of work. Artist will not disclose any information prepared for City, or obtained from City or obtained as a consequence of the performance of work, to any person other than City, or its own employees, agents or subcontractors, who have a need for the information for the performance of work under this Agreement unless such disclosure is specifically authorized in writing by the City. Artist shall advise City of any request for disclosure of information or of any actual or potential disclosure of information. Artist's obligations under this paragraph shall survive the termination of this Agreement.

27. ACCIDENT REPORT. If any damage (including death, personal injury, or property damage) occurs in connection with the performance of this Agreement, Artist shall promptly submit to the City of Sebastopol Clerk's Office a written notice of such accident with the following information:

- A. Name and address of the injured or deceased person(s);
- B. Name and address of any witness;
- C. Name and address of Artist's insurance company; and
- D. A detailed description of the damage and whether any City property was involved.

28. GENERAL PROVISIONS.

- A. Headings. The heading titles for each paragraph of this Agreement are included only as a guide to the contents and are not to be considered as controlling, enlarging, or restricting the interpretation of the Agreement.
- B. Severability. If any term of this Agreement (including any phrase, provision, covenant, or condition) is held by a court of competent jurisdiction to be invalid or unenforceable, the Agreement shall be construed as not containing that term, and the remainder of this Agreement shall remain in full force and effect; provided, however, this paragraph shall not be applied to the extent that it would result in a frustration of the parties' intent under this Agreement.
- C. Governing Law, Jurisdiction, and Venue. The interpretation, validity, and enforcement of this Agreement shall be governed and interpreted in accordance with the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of Sebastopol.
- D. Attorney's Fees. In the event any legal action is commenced to enforce or interpret this Agreement, the prevailing party is entitled to reasonable attorney's fees, costs, and expenses incurred, whether or not such action

proceeds to judgment.

- E. Assignment and Delegation. This Agreement, and any portion thereof, shall not be assigned or transferred, nor shall any of the Artist's duties be delegated without the written consent of City. Any attempt to assign or delegate this Agreement without the written consent of the City shall be void and of no force or effect. Consent by the City to one assignment shall not be deemed to be consent to any subsequent assignment.
- F. Modifications. This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties.
- G. Waivers. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.
- H. Time. Time is of the essence in carrying out the duties hereunder.
- I. Entire Agreement. This Agreement, including all documents incorporated herein by reference, comprises the entire integrated understanding between the parties concerning the services described herein. This Agreement supersedes all prior negotiations, agreements, and understandings regarding this matter, whether written or oral. The documents incorporated by reference into this Agreement are complementary; what is called for in one is binding as if called for in all.
- J. Each Party's Role in Drafting the Agreement. Each party to this Agreement has had an opportunity to review the Agreement, confer with legal counsel regarding the meaning of the Agreement, and negotiate revisions to the Agreement. Accordingly, neither party shall rely upon Civil Code Section 1654 in order to interpret any uncertainty in the meaning of the Agreement.
- K. Signatures. The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the Artist and the City.

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

CITY OF SEBASTOPOL:

Signed: _____
Don Schwartz, City Manager

ARTIST

Signed: _____
The Johnson Family Revocable
Living Trust, Owner

Address: The Johnson Family
Revocable Living Trust
10957 Westside Road
Healdsburg, CA 95448

Telephone: (707) 887-2864

ATTEST

Signed: _____
Mary Gourley, City Clerk

EXHIBIT A **Sebastopol South Entrance Project Description**

Our proposal is to install an existing piece by Bruce Johnson, a sculpture he called *Koan*. It is made primarily of old-growth redwood salvaged from the northern California coast. This material is astoundingly durable, increasingly rare, and an important part of Sonoma County's natural history. Its copper cladding enhances the piece while improving its ability to weather the wear of time.

Bruce described *Koan* as "a paradox to be meditated upon... Abandon reason; find sudden intuitive insight." The scale and texture of old-growth redwood speak of our place; its mass and form command attention and invite touch; and its gesture holds the tension of riddle – a 'yes-but-also...' that feels fitting for our time. It evokes East meeting West, peace even amidst conflict, and ancient forests ravaged, regenerating, someday restored to old-growth again.

Created in 2009, *Koan* has been shown at multiple venues (Paradise Wood Sculpture Garden, Quarryhill/ Sonoma Botanical Garden, Luther Burbank Center for the Arts, and Westside Road's 'Big Turnout').

The scale of the sculpture is larger-than-life, yet approachable. It welcomes interaction from passers-by. Installed on a steel base and further lifted on a concrete plinth, the piece will be visible from the roadway and approachable from the bike path. Its massive base allows for easy mowing and maintenance of a groundcover of wild grasses. Its durable gracefulness, its maker's story, and its ecological relevance make it an excellent choice for this site.



BRUCE JOHNSON - SCULPTOR
Sebastopol South Entrance Public Art Project Proposal

**EXHIBIT B
Schedule of Performance and Budget**

Scope of Work

This agreement authorizes the Artist to take the City Council approved concept artwork into the final design stage, the acquisition of materials and fabrication stage, and the physical installation stage.

Upon satisfactory delivery of each deliverable and phase, the Artist shall submit invoices based on actual hours and expenses in accordance with Exhibit “B.” The Artist shall meet the estimated timelines, which may be adjusted and agreed to by the City and the Artist. The “not-to-exceed” budget includes reimbursable expenses.

DELIVERABLE	ESTIMATED TIMELINE	ESTIMATED COST
RETOUCHING & REFINISHING		
<p>Artist Fees: The Artist has already completed the sculpture and it will require less than two weeks’ time to retouch and refinish the piece before moving and installing it at the designated site. Items that fall under this category include but are not limited to:</p> <ul style="list-style-type: none"> a) Conferencing and coordinating with City staff as needed; b) Developing a technical maintenance plan for the artwork; c) Providing or producing necessary documentation in electronic format; d) Meeting with City staff as needed to review the design, materials, schedule, and budget. e) Meeting with suppliers and acquiring all necessary materials; f) Retouch and refinish 	1 week	\$20,000.00
SITE PREPARATION & TRANSPORTATION		
<p>Acquisition of Materials Used to Fabricate the Artwork and the Physical Fabrication of the Artwork: Utilizing the technical design and specifications produced in the first phase of work, the Artist shall acquire all materials needed to fabricate the artwork and shall be responsible for fabricating the artwork through to final completion. Items that fall</p>	1 week and 1 day	\$1,000.00

<p>under this category include but are not limited to:</p> <ul style="list-style-type: none"> a) Fabricating artwork; and b) Traveling to Sebastopol to evaluate site-specific environmental conditions; c) Collaborating with City staff on any necessary permit applications. d) Making any and all arrangements necessary to transport finished artwork to project site for artwork installation. e) Loading and offloading at the project site 		
INSTALLATION, TAXES, & FINAL SITE WORK		
<p>Installation: The Artist and any associated contractors shall install the final artwork. Tasks include but are not limited to:</p> <ul style="list-style-type: none"> a) Conferencing and coordinating with the City and, if necessary, to arrange for the installation of the artwork; b) Installing the artwork; c) Testing and successfully unveiling the artwork to the satisfaction of the City’s Authorized Representative. 	1-3 days	\$4,000.00
TOTAL COST for all PHASES: NOT-TO-EXCEED		\$25,000

**EXHIBIT C
Payment Schedule**

INVOICING PHASES	PAYMENT AMOUNT NOT-TO EXCEED
RETOUCHING & REFINISHING	\$20,000.00
SITE PREPARATION & TRANSPORTATION	\$1,000.00
INSTALLATION, TAXES, & FINAL SITE WORK	\$4,000.00
TOTAL NOT TO EXCEED	\$25,000.00

The Public Arts Committee (PAC) has been working toward placing four major sculptures along the four entrances to the City, and the sculpture proposed for your approval is the third of the four. The first is the Ned Kahn sculpture that will soon be placed along the East entrance on Hwy 12. The second is the Michael Maginnis piece on the wall of the Library, as the West entrance piece. In the summer of 2023, the PAC looked at the remaining balance of funds in its account and decided to issue a \$25,000 Call for sculpture for the South entrance. A number of sites were analyzed and the triangular space on County property where the Joe Rodota Trail meets Petaluma Ave was chosen as the best site, and permission was granted by County Parks. The Call was issued in Sept. 2023, and roughly 30 submissions were received. In a lengthy process of discussion and votes, the PAC chose a final three for presentation to the public on April 25th. Each artist presented a display of their proposal, and those displays remained in the Library for the following two weeks, and survey forms for the public to comment were available, roughly 160 surveys were received.

At the PAC regular meeting May 14, the final decision was made. Each of the 5 members gave their thoughts, with some discussion and then a vote was held. Three members voted for the piece by Bruce Johnson pictured here, and two members voted for a piece by Diego Harris. Though all members liked both pieces, the majority went to the Bruce Johnson piece because of the warmth and relatability of the redwood and copper materials, as well as respect for the artist and his body of work as Mr. Johnson died in a tragic accident in his studio more than a year ago. The PAC seeks your approval of the Bruce Johnson piece, which is currently in Forestville. The \$25,000 commission includes placement of the sculpture and its base by the artist's family. Some grading of the site will be necessary in advance of placement which the PAC will arrange with City services.

Thank you,

City of Sebastopol
Planning Department
7120 Bodega Avenue
Sebastopol, California 95472

November 1, 2023

Call for Artists
Sebastopol South Entrance Public Art Project

The City of Sebastopol Public Arts Committee is seeking proposals from California-based artists for the design, fabrication, and installation of permanent, durable, and low-maintenance original public art suitable for placement at the site. Funds for the budget for this project come from the City of Sebastopol's Art In-Lieu Fee Fund that is set aside for public artworks.

SUBMISSION DEADLINE: January 29, 2024, 3:00 p.m. to:
nmahungu@cityofsebastopol.org (electronic submissions only)

Project Contact: Nzuzi Mahungu, nmahungu@cityofsebastopol.gov, 707-823-6167

About Sebastopol

Sebastopol, located in Sonoma County, California was incorporated in 1902. Sebastopol is a 'general law' Council-Manager city with five Council members elected at large. Boards and Commissions include the Public Arts Committee.

Sebastopol has a unique and highly-valued small-town character. An incorporated City of 7,600 residents located in the San Francisco/North Bay region, Sebastopol is the hub of west Sonoma County, which is known as a creative center within the County.

While the incorporated area is small, Sebastopol serves a much larger unincorporated area stretching to the Pacific Ocean and the Russian River. Persons with a 'Sebastopol' mailing address number over 25,000. The City's 'market area' comprises a population of approximately 40,000-50,000 people, who, to varying degrees, use Sebastopol as their 'town' for goods, services, and recreational and cultural activities. Thus, the town has far more economic activity, as well as recreational and cultural services than would be apparent based simply on the incorporated area's population.

The City has an extraordinary location, being surrounded by farmland, vineyards, orchards, rural residential and wetlands, located minutes from the Sonoma Coast and the Russian River area, and just 60 miles north of San Francisco. Sebastopol is at the crossroads of two State Highways, Highways 116 and 12, and is eight miles from Sonoma County's largest city, Santa Rosa.

Sebastopol has an active population, highly engaged in community affairs. It is anticipated that there will be a high level of community involvement with this public art project. City web site: www.cityofsebastopol.gov

Public Art Objectives

Public art helps make our City more livable and more visually stimulating. The experience of public art makes the public areas of buildings and their grounds more welcoming, it creates a deeper interaction with the places we visit, and in which we work and live. Public art illuminates the history of a community while it points to the City's aspirations for the future. A city rich in art encourages cultural tourism which brings in visitor revenues. Sebastopol values public art and artistic expression.

The City has a five-member Public Arts Committee to review public art proposals and perform related functions.

Project Objectives

The City is open to a range of proposals. There is no set theme or medium. **Durability of materials and construction is of great importance for this public art project.** Generally, potential opportunities and considerations associated with the project may include:

- Site-specific design that reflects the community
- Foster a sense of beauty, multi-layered meaning, or have other compelling attributes
- Be appropriate for a public space
- Help create attractive public places
- Be durable, safe, and low-maintenance
- Enhance the pedestrian environment
- Foster cultural understanding
- Highlight local history, culture, or environment

No logos, specific historic figures, mascots, or any expressions of hate are to be used.

All finalists are expected to stay on budget and to complete work in an approved time frame.

This project occurs in the context of the City as a public agency, which requires a deliberative, open, and inclusive public process.

Site

The Joe Rodota Trail is one of the most heavily-utilized in Sonoma County, as is Hwy 116 northbound adjacent to the entry point of the trail, serving a large population of resident both of the Town and the surrounding area.

The Joe Rodota Trail in Sonoma County, California, was originally a railroad line built in the late 1800s to transport lumber and passengers from Santa Rosa to Forestville. After the railroad stopped operating in the 1980s, the trail was developed by local government and community groups to provide a recreational trail for walkers, joggers, cyclists, and horseback riders.

The trail stretches over 8.5 miles and features beautiful scenery, including vineyards, farmlands, and redwood forests. It was named after Joe Rodota, a former state assemblyman and advocate for Sonoma County parks and open spaces. Today, the Joe Rodota Trail is a popular destination for outdoor enthusiasts and visitors to the area.

The project site is a triangle of land adjacent to the trailhead of the Joe Rodota Trail on Hwy 116 just south of the USPS Annex at 275 Petaluma Ave, Sebastopol, CA 95472. Petaluma Avenue is a heavily-trafficked roadway in Sebastopol, and is the major north-south route through Sebastopol. The location will demark the southern entry to Sebastopol's downtown.

The artwork can be installed in the center of the site and proposals should indicate foundation/mounting requirements for the piece. Utility services are not available on the site.

There is no height limit on the site. However, the site has natural features such as trees that will be retained; we suggest the artists consider these in their proposals.

See attached map, site plan photographs and dimensions.

Eligibility

This competition is open to artists/artist teams living in the State of California. For purposes of this request, 'artist' or 'professional artist' means a practitioner in the visual arts, generally recognized by critics and peers as a professional of serious intent and ability.

Artists who are immediate family or business partners of members of the Public Arts Committee, City Council, or City staff are not eligible.

Durability, Maintenance and Safety

The durability, maintenance requirements, and safety of this project will be essential elements in the selection process.

All applicants are expected to consider the issues of long-term conservation and maintenance of public art, along with time and budget. The project will be located outside and in the public realm and may therefore be exposed to weather and physical stresses, as well as potential vandalism. The project should be fabricated of highly durable, low-maintenance materials. The selected artist may be required to apply an anti-graffiti coat to the finished product.

The environmental effects of this project, during and after installation should be considered. The City will ensure conformity with city standards of maintenance and durability, as well as ADA and safety standards.

Selection Criteria

Proposals will be evaluated based on both the art concept, and the qualifications of the artist.

The art concept will be evaluated based on appropriateness to the site, aesthetic quality, durability of the art, maintenance requirements, and safety considerations.

Practicality of the fabrication process; reasonableness of the project budget; and schedule may also be factors in the selection.

Previous experience in public art is highly desirable, but not required. Experience with public process, and demonstrated success in conceiving, fabricating, and installing durable artworks is also desirable. Such experience will be a factor in selecting proposals.

In selecting finalists, the Committee will also consider professional qualifications, i.e. record of artistic achievement, successfully completed projects, as evidenced by resume and professional recognition, and artistic merit as evidenced by submitted images.

The selected artist must be able to meet the City's contract requirements, and in the course of the project process, be available to meet with City staff, the Public Arts Committee, the City Council, and the Sebastopol community at specified times. An agreement with the selected artist will establish a minimum number of such meetings.

Selection Process

The Public Arts Committee will select up to three finalists; these artists/artist teams will be asked to further develop their proposal to the public. A \$1,000 honorarium will be provided to the finalists who are selected and choose to continue in the process.

The City will make the finalist proposals available for public review and comment (displayed at the Sebastopol Library or another public location). Each finalist or their representative will be required to make a presentation at a public meeting of the Public Art Committee.

The Public Arts Committee will make a selection recommendation to the City Council, who will consider the Public Arts Committee recommendation as well as any public comment, and make a final selection decision.

One artist/artist team will be selected for the project and will enter into a contract for design, fabrication and installation of the artwork. Consultation with City staff and the Public Arts Committee may be needed in the course of project implementation. Final City approval is required prior to the work’s installation.

Budget

The all-inclusive artist budget to be provided by the City to the commissioned artist/artwork is \$25,000. This budget includes design, fabrication and installation, and also covers any other project-related expenses—including but not limited to design, fabrication, installation, transportation and travel, presentation materials, taxes, and insurance. City insurance requirements may be reviewed at the end of the document.

SUBMISSION SCHEDULE:

Project Timeline (some times are estimated and subject to change)

- Call Released: November 1, 2023
- Deadline for Questions: December 11, 2023, 5 pm (questions to staff, Nzuzi Mahungu, nmahungu@cityofsebastopol.org; 707-823-6167)
- Submissions Due: January 29, 2024, 3 pm
- Finalists Selected: February 2024
- Proposal Presentation: March 2024 (Estimated 40 days after finalists selected)
- Public Arts Committee Recommendation: April-May 2024
- City Council Award: May 2024
- Installation: TBD (artist to include in proposal time anticipated for fabrication/installation)
- Reception: TBD

Submission Requirements

Your submission should include the following:

1. A Letter of Interest. In not more than one typed page, describe your interest in and qualifications for this project, and generally, the process you would utilize for the project, if selected.
2. Art description/depiction. Using a text description please describe your concept for this project (250 word maximum), with or without a sketch or more specific visual image.
3. Timeline/Schedule for fabrication and installation
4. Budget. Address each of the following elements in the following order (if not applicable, so indicate):
 - A. Artist Fees
 - a. Design fees (may include research time and/or time spent with local groups getting pertinent information about our community.)
 - b. Structural Engineering
 - B. Materials, Equipment, and Production costs
 - C. Studio Fees
 - a. Rental if unique space needed for this project
 - b. Utilities (gas, water, electricity), if not included in rental
 - D. Transportation of finished artwork to site in Sebastopol
 - E. Installation costs, including any equipment rental
 - F. Lighting costs
 - G. Insurance
 - H. Taxes
 - I. Documentation
4. A Professional Resume. List last name first. In not more than two typed pages per artist, provide an outline of your professional experience as an artist. If submitting qualifications as a team, please provide a simple resume for each member of the team with a maximum of two pages per team member. The resume should include descriptions of successfully completed similar projects, and client contact information.
5. Images of Past Work. Submit up to ten (10) images of past work. Each image should be clearly labeled and include artist's name, title of work, materials, dimensions, year, the commissioning entity, and project budget (if applicable). Images should be original works by the proposing artist(s).
6. The artist's name should appear on all materials submitted.

Please note:

- Respondents to this RFQ do so at their sole expense.
- All submittals will become property of the City. Do not submit materials you would want returned.
- Incomplete or unresponsive submittals may be rejected.
- Prospective consultants shall not contact Public Arts Committee or City Council members about this RFP without specific authorization from City staff. Doing so may be grounds for disqualification.
- The City reserves the right to reject any and all proposals and to cancel or alter the selection process at its sole discretion.

Questions

The Planning Department is managing this project. Any questions about the RFQ may be directed via email to: nmahungu@cityofsebastopol.gov

Submittals

One (1) digital copy of your complete submittal. This may be emailed to: Nzuzi Mahungu at nmahungu@cityofsebastopol.gov; you may also email Nzuzi a dropbox or other link at this email. You may also deliver a flash drive or CD-ROM to:

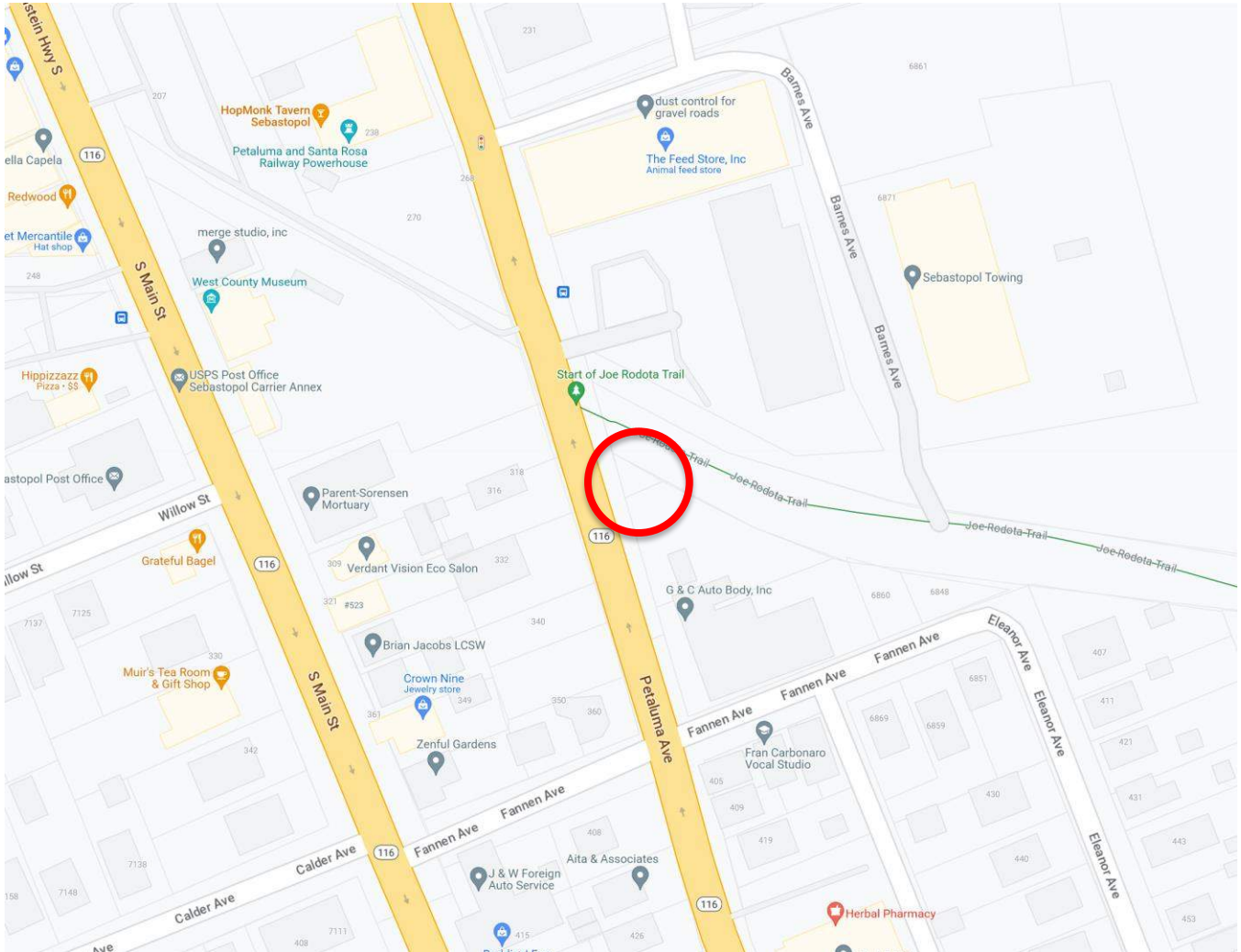
Sebastopol Planning Department
Attn: Nzuzi Mahungu / Call for Artists
7120 Bodega Avenue
Sebastopol CA 95472

Attachments:

Map
Site plan
Site photographs

Call for Artists

Sebastopol Public Art Project

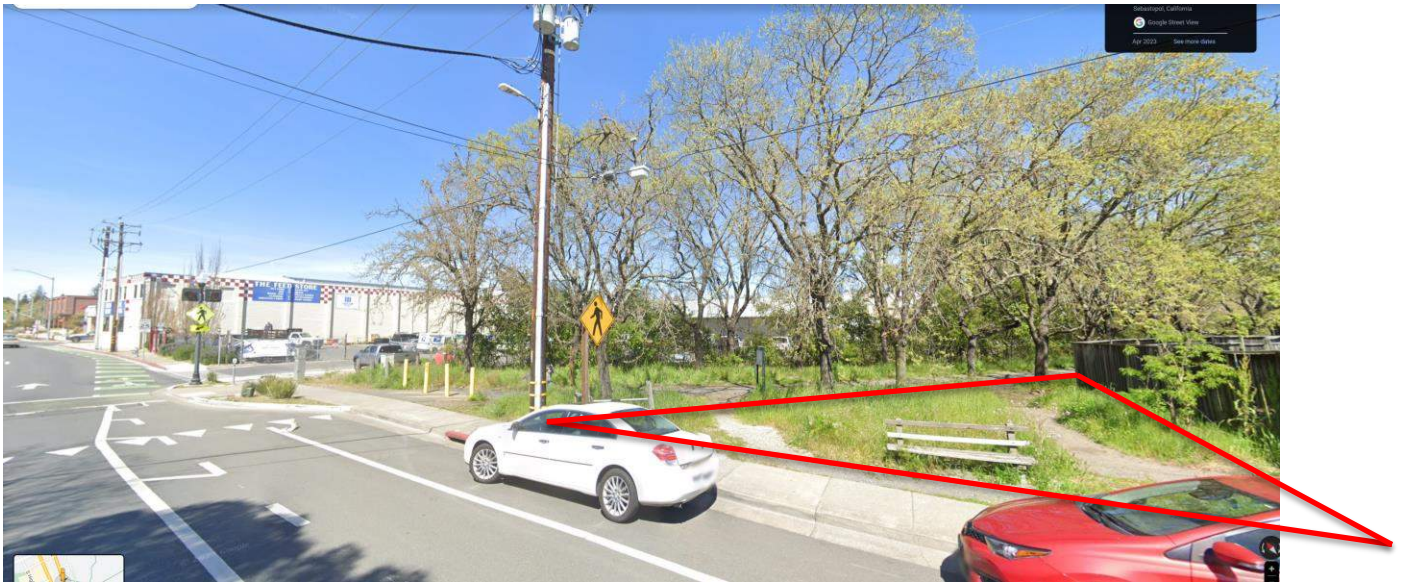


Location Map



Aerials

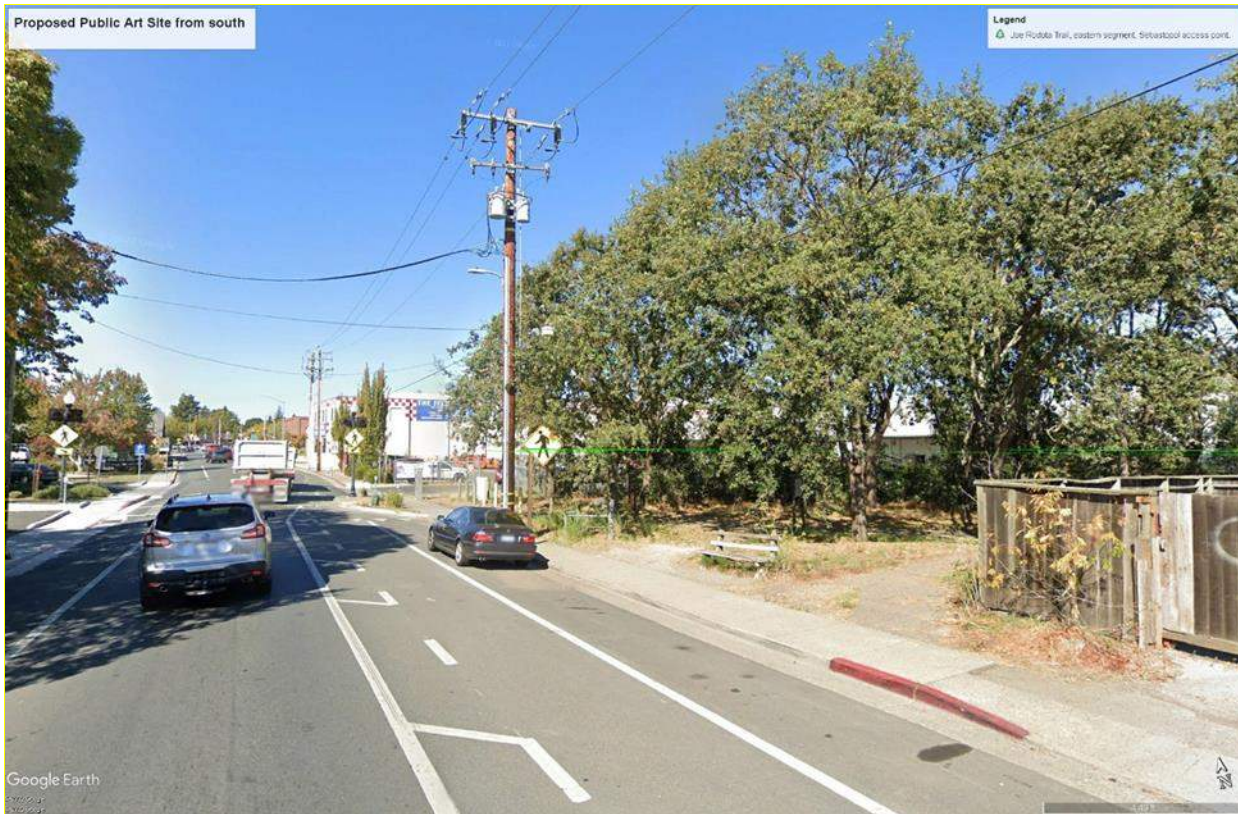
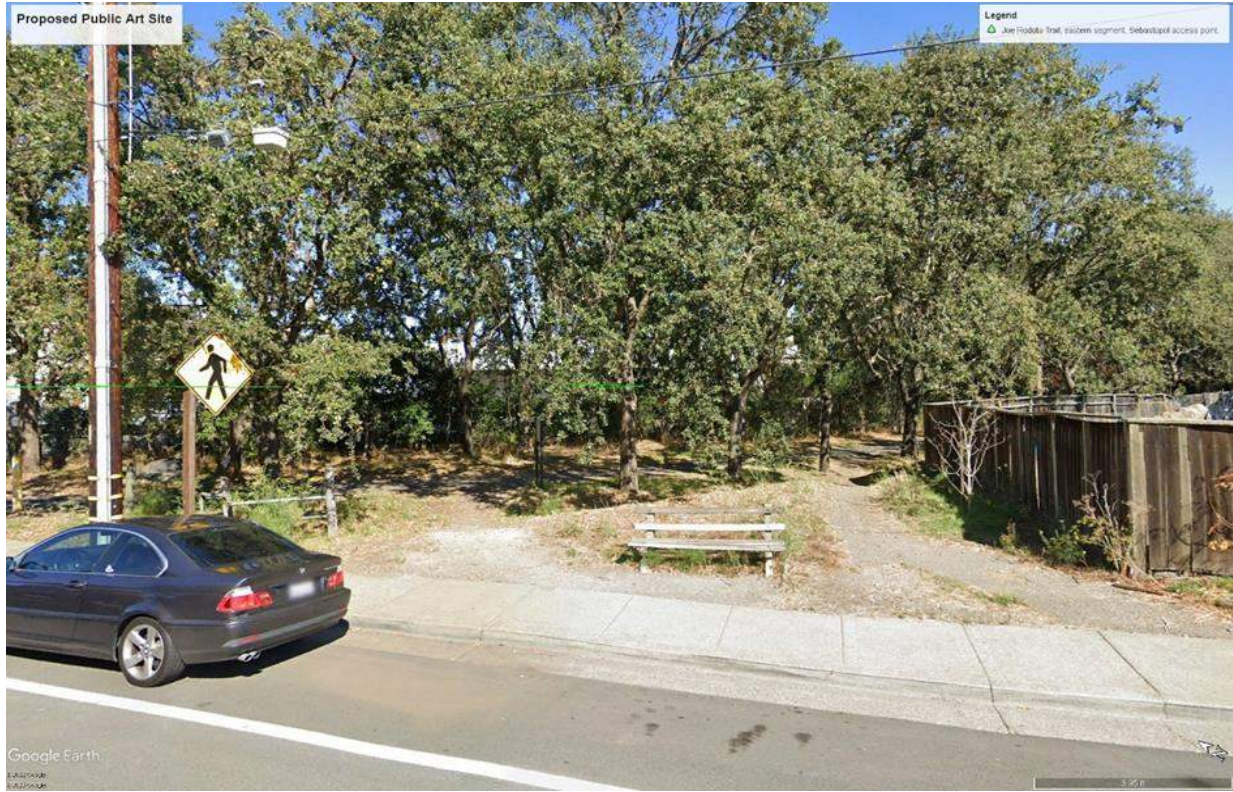
Site Photographs



Petaluma Avenue facing east t to site



Petaluma Avenue facing east to site





1. These are the Indemnity and Insurance Requirements for Contractors providing services or supplies to the City of Sebastopol. By agreeing to perform the work or submitting a proposal, you verify that you comply with and agree to be bound by these requirements. If any additional Contract documents are executed, the actual Indemnity language and Insurance Requirements may include additional provisions as deemed appropriate by the City of Sebastopol, and if a conflict occurs, the broader requirements shall prevail.
2. You should check with your Insurance advisors to verify compliance and determine if additional coverage or limits may be needed to adequately insure your obligations under this agreement. These are the minimum required and do not in any way represent or imply that such coverage is sufficient to adequately cover the Contractor’s liability under this agreement. The full coverage and limits of Insurance carried by, or available to, the Contractor shall be available to the City of Sebastopol and these Insurance Requirements shall not in any way act to reduce coverage that is broader or includes higher limits than those required. The Insurance obligations under this agreement shall be either: 1— all the Insurance coverage and limits carried by, or available to, the Contractor; or 2—the minimum Insurance requirements shown in this agreement; whichever is greater. Any insurance proceeds in excess of the specified minimum limits and coverage required, which are applicable to a given loss, shall be available to the City of Sebastopol.
3. Contractor shall furnish the City of Sebastopol with original Certificates of Insurance including all required amendatory and Additional Insured endorsements (or copies of the applicable policy language affecting coverage required by this clause) and a copy of the Declarations and Endorsements Pages of the policies listing all policy endorsements to the City of Sebastopol before work begins. The City of Sebastopol reserves the right to require full-certified copies of all Insurance coverage and endorsements.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Contractor shall procure and maintain for the duration of the contract, and for **five** years thereafter, 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 Contractor, his agents, representatives, employees, or subcontractors.

Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury, and personal & advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: Insurance Services Office Form CA 0001 covering Code 1 (any auto), with limits no less than \$2,000,000 per accident for bodily injury and property damage.
3. Workers’ Compensation insurance as required by the State of California, with Statutory Limits, and Employers’ Liability insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease.

4. Contractors' Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate. If the services involve lead-based paint or asbestos identification/remediation, the Contractors Pollution Liability policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the Contractors Pollution Liability policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold.

If the contractor maintains broader coverage and/or higher limits than the minimums shown above for all policies, the City of Sebastopol requires, and shall be entitled to, the broader coverage and/or higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City of Sebastopol.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the City of Sebastopol. At the option of the City of Sebastopol, either: the contractor shall cause the insurer to reduce or eliminate such self-insured retentions as respects the City of Sebastopol, its officers, officials, employees, and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the City of Sebastopol guaranteeing payment of losses and related investigations, claim administration, and defense expenses. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City of Sebastopol.

Other Insurance Provisions:

Additional Insured

The City of Sebastopol, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the Contractor.

General liability coverage can be provided in the form of an endorsement to the Contractor's insurance at least as broad as one of the following ISO ongoing operations Forms: CG 20 10 or CG 20 26 or CG 20 33 (not allowed from subcontractors), or CG 20 38; **and** one of the following ISO completed operations Forms: CG 20 37, 2039 (not allowed from subcontractors), or CG 20 40.

Primary Insurance

For any claims related to this project, the Contractor's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the City of Sebastopol, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City of Sebastopol, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Notice of Cancellation

Contractor shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; (3) or the deductible or self-insured retention is increased. In the event of any cancellation or reduction in coverage or limits of any insurance, Contractor shall forthwith obtain and submit proof of substitute insurance.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best rating of no less than A: VII, unless otherwise acceptable to the City of Sebastopol.

Waiver of Subrogation

The Contractor hereby grants to the City of Sebastopol a waiver of any right to subrogation which any insurer of the Contractor may acquire against the City of Sebastopol by virtue of the payment of any loss under such insurance. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City of Sebastopol for all work performed by the Contractor, its employees, agents, and subcontractors. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether the City of Sebastopol has received a waiver of subrogation endorsement from the insurer.

Verification of Coverage

Contractor shall furnish the City of Sebastopol with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to City of Sebastopol before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City of Sebastopol reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City of Sebastopol is an additional insured on insurance required from subcontractors. For CGL coverage subcontractors shall provide coverage with a form at least as broad as CG 20 38 04 13.

Special Risks or Circumstances

The City of Sebastopol reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other circumstances.

I have read and understand the above requirements and agree to be bound by them for any work performed for the City of Sebastopol.

Authorized Signature: _____

Date: _____

Print Name: _____

Title: _____

LETTER OF INTEREST

January 25, 2024

Dear Ms. Mahungu and members of the Sebastopol Public Arts Committee,

We wish to submit our interest in the Sebastopol South Entrance Public Art Project. We propose installation of an original work by the late, local sculptor Bruce Johnson (our father). The piece, titled *Koan*, will welcome newcomers and residents alike to this vibrant hub of nature and culture.

Bruce lived and worked in Sonoma County for fifty years making abstract contemporary sculpture, before his life was cut short by a studio accident last March. His work is large-scale, dynamic, organic and enduring. His medium was massive, salvaged old-growth redwood, often clad or accented with copper. "I am moved," he wrote, "by the mass and scale of primal salvaged stumps and root wads. My tools are chainsaw, crane and boom truck, along with a great variety of hand tools. I have learned to collaborate with wood to reveal its muscular gestures, and I use my tools to leave textures that enliven the surface. I often clad large outdoor pieces with copper, to protect the wood from the elements while still honoring its organic form." He had a sculptor's dedication to form, and a craftsman's respect for materials.

Bruce was born in Portland, Oregon and spent summers on the Puget Sound making structures and sculptures from driftwood and stone. He studied art at UC Davis in the sixties, propelled by the radical faculty of that time. After graduating he worked building sculptural handmade houses, then moved to the Sonoma Coast to work on the historic restoration of the 19th-century Russian chapel at Fort Ross ('Metini' to the Kashaya Pomo, the Indigenous inhabitants of that place). On a nearby ridge he established a studio and started a family, and worked relentlessly making large-scale abstract sculpture for nearly five more decades.

Bruce's work can be found in public spaces and private collections, parks, museums, galleries and campuses all over Sonoma County, the US and internationally (including Spain, Italy, Taiwan, Suriname, and multiple US states). He was deeply inspired by Japanese art and architecture and traveled to Japan multiple times.

Here on California's edge of the Pacific Rim, Bruce collaborated frequently with architects, landscape architects, engineers and other artists on built projects and installations. Recent exhibitions/acquisitions of his work include a show of large-scale sculpture at Glen Ellen's Sonoma (formerly Quarryhill) Botanical Gardens; multiple shows and a new acquisition at Paradise Ridge Winery; a massive exhibition of large works at the Luther Burbank Center for the Arts called 'ROOT 101', (partially destroyed by the Tubbs Fire); and the recent posthumous installation of the 'Bell of Great Peace', a collaboration with late architect Ittsei Nakagawa at the Asian Art Museum's Peterson Garden, among many others.

While he never tired of being "out in the shop," Bruce was many things besides an artist – a runner and later cyclist, volunteer firefighter, peace activist, mentor, student of Zen Buddhism, beloved to his family and friends, and keen advocate for working artists. He was passionate about the importance of supporting the artists who bring meaning to our world, and of placing art in public spaces, for access by all.

Like much of Bruce Johnson's sculpture, *Koan* brings new life to ancient remains. With bold vitality and organic touchability, it will respond to the people of Sebastopol – engaging us with the present, connecting us to our natural, local and global communities, and bringing hope for a resilient future. Thank you for your consideration of this piece.

Sincerely,

Tori Johnson and Kendra Johnson

BRUCE JOHNSON - SCULPTOR
Sebastopol South Entrance Public Art Project Proposal

ART DESCRIPTION / DEPICTION

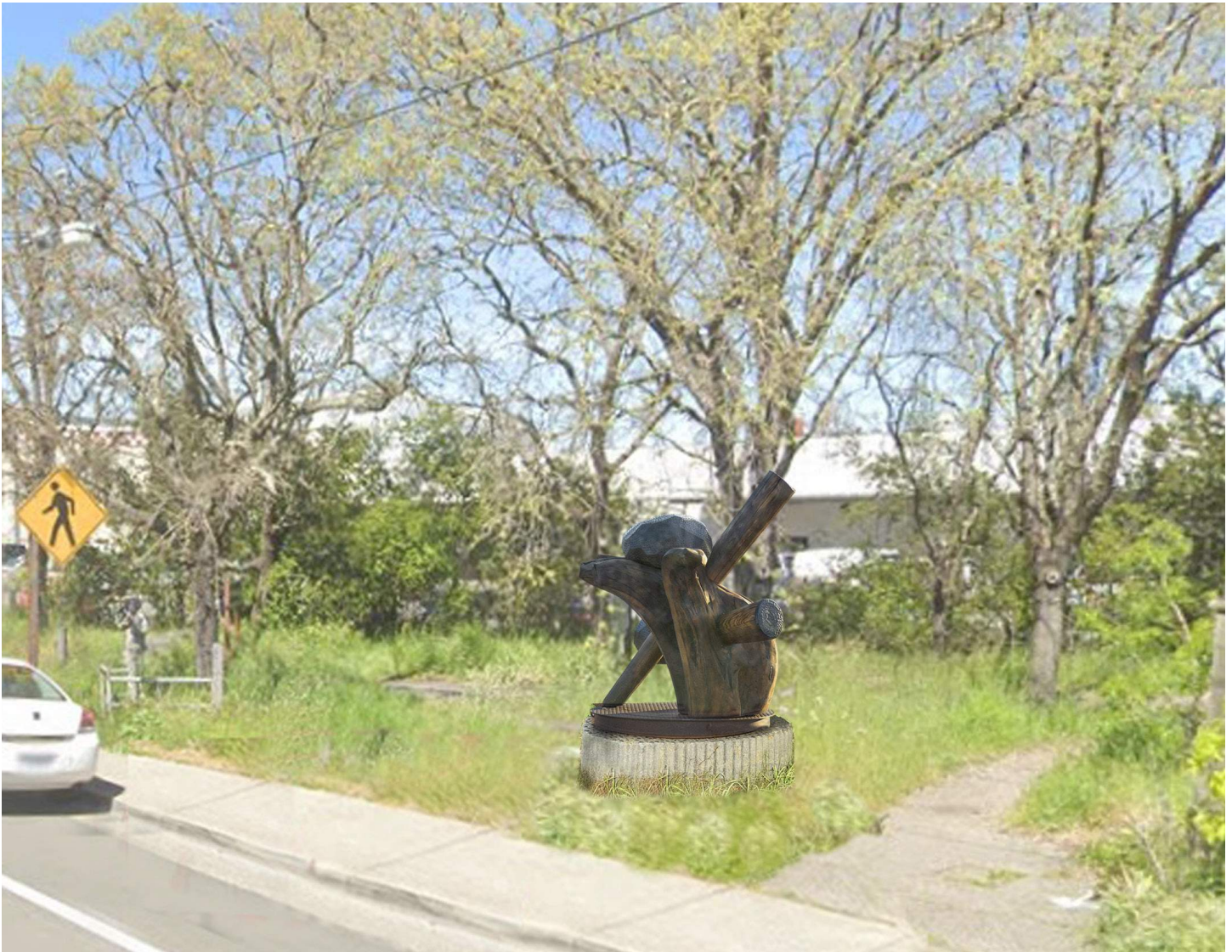
Our proposal is to install an existing piece by Bruce Johnson, a sculpture he called *Koan*. It is made primarily of old-growth redwood salvaged from the northern California coast. This material is astoundingly durable, increasingly rare, and an important part of Sonoma County's natural history. Its copper cladding enhances the piece while improving its ability to weather the wear of time.

Bruce described *Koan* as "a paradox to be meditated upon... Abandon reason; find sudden intuitive insight." The scale and texture of old-growth redwood speak of our place; its mass and form command attention and invite touch; and its gesture holds the tension of riddle – a 'yes-but-also...' that feels fitting for our time. It evokes East meeting West, peace even amidst conflict, and ancient forests ravaged, regenerating, someday restored to old-growth again.

Created in 2009, *Koan* has been shown at multiple venues (Paradise Wood Sculpture Garden, Quarryhill/ Sonoma Botanical Garden, Luther Burbank Center for the Arts, and Westside Road's 'Big Turnout').

The scale of the sculpture is larger-than-life, yet approachable. It welcomes interaction from passers-by. Installed on a steel base and further lifted on a concrete plinth, the piece will be visible from the roadway and approachable from the bike path. Its massive base allows for easy mowing and maintenance of a groundcover of wild grasses. Its durable gracefulness, its maker's story, and its ecological relevance make it an excellent choice for this site.





Koan

Materials: Redwood, copper, steel base, concrete plinth

Dimensions: 7' h x 7' w x 5' d

Dimensions with steel base and concrete plinth: 9'h x 7'w x 6'd



BRUCE JOHNSON - SCULPTOR
Sebastopol South Entrance Public Art Project Proposal

INSTALLATION TIMELINE & BUDGET

Installation Timeline

The sculpture proposed is complete and being exhibited nearby. It will require less than two weeks' time to re-touch and refinish, move and install the piece at the designated site.

We, Bruce's daughters, along with his skilled assistant and others, have moved several large pieces since his death – with his boom truck and/or crane rental. With the professional services of Two Crows General Contractors, the installation of Koan is well within our capacity.

Estimated time required for each step to complete installation:

Re-touching and refinishing - 1 week

Site preparation - 1 week

Loading, transport from Westside Road, and offloading at site - half a day

Installation and final site work - 1-3 days

Budget

Artist Fees - **\$20,000** (reflects a discount of \$7,000 off sculptor's price list and includes re-finishing)

Design fees - **N/A**

Structural Engineering - **N/A**

Materials, Equipment, and Production costs - **Reflected in Artist Fees**

Studio Fees - **N/A**

Rental if unique space needed for this project - **N/A**

Utilities (gas, water, electricity), if not included in rental - **N/A**

Transportation of finished artwork to site in Sebastopol - **\$1,000**

Installation costs, including any equipment rental - **\$2,150**

Lighting costs - **N/A**

Insurance - **Carried by General Contractor as Part of Installation Fees**

Taxes - **\$1,850** - (9.25% Sebastopol Sales Tax on \$20,000 purchase price)

Documentation - **N/A**

PROFESSIONAL RESUME - JOHNSON, BRUCE

SELECTED COMMISSIONS & MAJOR ACQUISITIONS

- 2023 Paradise Ridge Winery, Santa Rosa, CA – *Void*
 2022 Green Music Center, Sonoma State University, Rohnert Park, CA – *Understanding Matter*
 (gift from estate of Donald and Maureen Green)
 2018 Luther Burbank Center for the Arts, Santa Rosa, CA – *Kali*
 2017 Castle Rock State Park Visitor Center, Los Gatos, CA – *Big Climb*
 2017 Children’s Museum of Sonoma County, Santa Rosa, CA – *Megaflora*
 2016 Luther Burbank Center for Arts, Santa Rosa, CA – *Five Elements* (destroyed by fire)
 2014 City of Shoreline, WA – *Lantern*
 2013 Kruckeberg Botanical Garden, Shoreline, WA – *Wood Wave*
 2013 Club Graton, Graton, CA – *Bell Tower*
 2012 Green Music Center, Sonoma State University, Rohnert Park, CA – *Asia*
 2007 Conservation International, SURINAME – *Bird Watch Totem*
 2006 Alta Bates Hospital, Berkeley, CA – *Elemental Bench*
 2006 Santa Rosa Junior College, Santa Rosa, CA – *Indigenous Oak*
 2005 Sonoma County Museum, Santa Rosa, CA – *Sequoia*
 2004 California Shakespeare Festival, Orinda, CA – *North Star*
 2004 Asian Art Museum, San Francisco, CA – *Moon Gate*
 2002 Vineyard Creek Inn / Conference Center, Santa Rosa, CA – *I Ching*
 2001 Mount Vernon Public Schools, Mount Vernon, IL – *Sunstar Marker*
 2000 Barclay and Sharon Simpson, Umbria, ITALY – *Woodhenge*
 1999 Amundson Sculpture Garden, Seattle, WA – *Sierra*
 1998 Rajah Construction, Keelung, TAIWAN – *Family, Knight, Boku*
 1998 Edificio Mayola, Algerciras, SPAIN – *Maya*
 1998 Paradise Ridge Winery, Santa Rosa, CA – *Fountain*
 1997 Rajah Construction, Keelung, TAIWAN – *Gate of Spirit*
 1996 Cedarhurst Sculpture Park, Mt. Vernon, IL – *Big Bang*
 1994 Downer Residence- Martinez, CA – garden, gate, door, lantern
 1994 Farm Camp, Plantation, CA – *Osprey House sculptural pavilion*
 1990 Oakland City Center, Oakland, CA – *Solstice*
 1989 Runnymead Sculpture Farm, Woodside, CA – *Log Jam*
 1989 City of Walnut Creek, CA, 75th anniversary purchase – *Strata*
 1987 Borel Financial Center, San Mateo, CA – *Seventeen Stones*
 1986 Runnymead Sculpture Farm, Woodside, CA – *Marker*
 1984 Djerassi Foundation, Woodside, CA – *Torii*
 1983 Oakland Museum Sculpture Park, Oakland CA – *Red Bluff*
 1982 City of Palo Alto, Mitchell Park, Palo Alto, CA – *After the Fire*
 1982 State of California, Art in Public Places, Sacramento, CA – *Boulder*
 1981 State of Alaska, Anchorage, AK – *Wind Prop*

SELECTED EXHIBITIONS (*solo exhibitions)

- 2022 Westside Road, Healdsburg – ‘Big Turnout’ *
 2015-18 Luther Burbank Center for the Arts, Santa Rosa, CA – ‘Root 101’ *
 2014-15 Quarryhill Botanical Garden, Glen Ellen, CA – ‘Nature, Art, Man’ *
 2012-13 Voigt Family Sculpture Foundation, Geyserville, CA, – ‘The Spirit of the Man’
 2009-10 Paradise Wood Sculpture Grove, Santa Rosa, CA – ‘Uprooted’ *
 2009 The Ren Brown Collection, Bodega Bay, CA – ‘Downsized’ *

- 2005-07 Paradise Wood Sculpture Grove – Poetry House *
- 2000-02 Paradise Wood Sculpture Grove, Santa Rosa, CA – Old Growth, New Life' *
- 1999 Navy Pier, Chicago, IL – ‘Pier Walk’
- 1999 Rutherford Hill Winery, Napa Valley, CA *
- 1997 Amundson Sculpture Garden, Seattle, WA *
- 1993 Mitchell Museum Sculpture Park, Mt Vernon, IL
- 1992 Socrates Sculpture Park, Long Island City, NY
- 1990 Barclay Simpson Gallery, Lafayette, CA *
- 1990 London Art Expo, London ENGLAND
- 1988 Nina Owen Ltd., Chicago IL
- 1988 Walnut Creek Civic Arts Gallery, Walnut Creek, CA *
- 1984, '86, '88 Victor Fisher Galleries, Oakland, CA *
- 1982 Palo Alto Cultural Arts, Palo Alto, CA *
- 1981 Kaiser Headquarters, Oakland, CA *
- 1979 Bank of America World Headquarters, San Francisco, CA *

COLLABORATIONS & BUILT PROJECTS

- 2023 Asian Art Museum Peterson Garden, San Francisco, CA – ‘Great Peace Bell’
w/ architect Ittsei Nakagawa
- 2017 Mark di Suvero Studio, Petaluma, CA – Log Cabin Project
- 2015 Green Gulch Farm, Muir Beach, CA – Sculptural gate
- 2014 Luther Burbank Center Sculpture Garden, Santa Rosa, CA – Program consultant to
Anita Wiglesworth, LBC
- 2010-11 Tassajara Mountain Zen Center, Carmel Valley, CA - Retreat Center construction
- 2010 Marcassin Winery, Windsor, CA – Redwood/copper door and Marquee
- 2007 Conservation International, Suriname – Eco-lodge timber stairs
- 2004 Asian Art Museum Peterson Garden, San Francisco, CA – Sculptural copper roof for
Moon Gate, bronze/ stainless steel trellises w/ architect Ittsei Nakagawa
- 2002 Private Garden, Mill Valley, CA – Sculptural Entry Gate w/ Terra Design Group
- 2002 Paradise Ridge Winery, Santa Rosa, CA – Copper winery doors
- 1996-11 Paradise Wood Sculpture Grove, Santa Rosa, CA – Program consultant
- 1995 Hollywood Pictures – “Jack” Movie set design/build
- 1995 Amundson Sculpture Garden, Seattle, WA – Master plan w/ Landesign
- 1994 Downer Entry Garden, Martinez, CA – Master plan and construction w/ Landesign
- 1991 Barclay Simpson Gallery, Lafayette, CA – Copper door
- 1984-85 The Sea Ranch Chapel – Construction foreman for wood/ stone chapel designed by
James Hubbell. AIA awards "Excellence in Craftsmanship," "Marriage of Art &Technology"

EDUCATION AND COMMUNITY LEADERSHIP

- 2010 Camino de Santiago, 500 mile walk across Spain
- 2009 Solo 4,000 mile transcontinental bicycle trip, Portland, Oregon to Portland Maine
- 2003-04 Museum of Contemporary Art at Luther Burbank Center, Santa Rosa, CA - Advis Board member
- 1990-94 Pacific Rim Sculptors Group - Charter member, first chairperson
- 1987-90 American School of Japanese Arts - Board of Directors
- 1987 Green Gulch Zen Center - Summer Japanese Arts Seminar
- 1983 Travel and language study in Japan. Visit Isamu Noguchi in Shikoku
- 1969 Bachelor of Arts, University of California, Davis

Johnson, Tori

Tori is a licensed landscape architect based in Sonoma County. Tori has worked on a variety of project types ranging from high end residential design to wineries, botanic gardens, and ecological restoration projects. In the past, Tori worked with Bruce in various capacities, including site design, sculpture placement, document preparation and building projects. She holds Bruce's energy and vision close to her heart, his inspiration as a guide and shares in his great satisfaction in seeing projects come to fruition.

Johnson, Kendra

Kendra is a consulting professional focused on farmland tenure, stewardship and conservation. Experience includes businesses in farming and landscape maintenance and design; farm and wildland stewardship; farmland access, equity and affordability; farm business succession; and working lands conservation. While grieving the loss of her father, she is honored to see his legacy continue, and his sculpture continue to move people. Kendra lives with her family near the Russian River, in their beloved western Sonoma County.

Two Crows Ecological Design

General Contractors #1054248

Sebastopol, CA

info@twocrowsdesign.com

IMAGES OF PAST WORK

Outburst

2009 – redwood, copper, steel base – (12' x 10' x 8')

Major Exhibitions:

Luther Burbank Center for the Arts, 'Root 101.' 2015-18

Tiburon Water Front. 2012

Paradise Wood Sculpture Grove, 'Uprooted.' 2009-10

Destroyed by fire, 2017



BRUCE JOHNSON - SCULPTOR
Sebastopol South Entrance Public Art Project Proposal

IMAGES OF PAST WORK

Rock Slide

2009 – redwood, copper, steel base – (8’x8’x8’)

Major Exhibitions:

Luther Burbank Center for the Arts, ‘Root 101.’ 2015-18

Tiburon Water Front. 2012

Paradise Wood Sculpture Grove, ‘Uprooted.’ 2009-10

Direct Purchase, Private Residence. 2023

Purchase Price: \$35,000



IMAGES OF PAST WORK

Void

2014 – redwood, copper, steel base – (8'x8'x7')

Major Exhibitions:

- Luther Burbank Center for the Arts, 'Root 101.' 2015-18
- Quarryhill Botanical Garden, 'Nature, Art, Man.' 2014-15
- Paradise Wood Sculpture Grove, 'Uprooted.' 2009-10

Contact:

Walter Byck
 Owner - Paradise Ridge Winery Sculpture Garden
 (707) 490-6678



IMAGES OF PAST WORK

Kali

2018 – redwood, copper – (8'x8'x13')

Major Exhibitions:

Luther Burbank Center for the Arts, direct purchase from artist. 2019

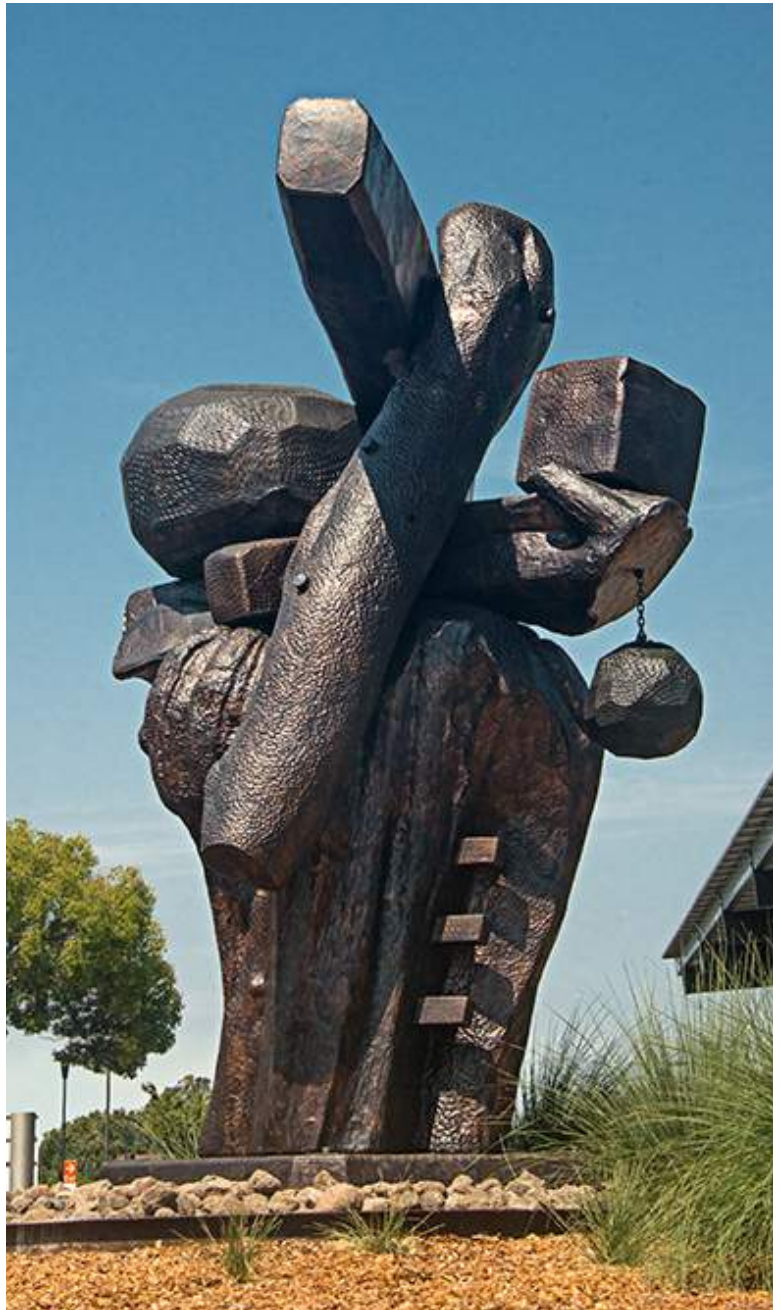
Purchase Price: \$50,000

Contact:

Anita Wiglesworth

Vice President of Programs & Marketing - Luther Burbank Center for the Arts

(707) 800-7500



BRUCE JOHNSON - SCULPTOR
Sebastopol South Entrance Public Art Project Proposal

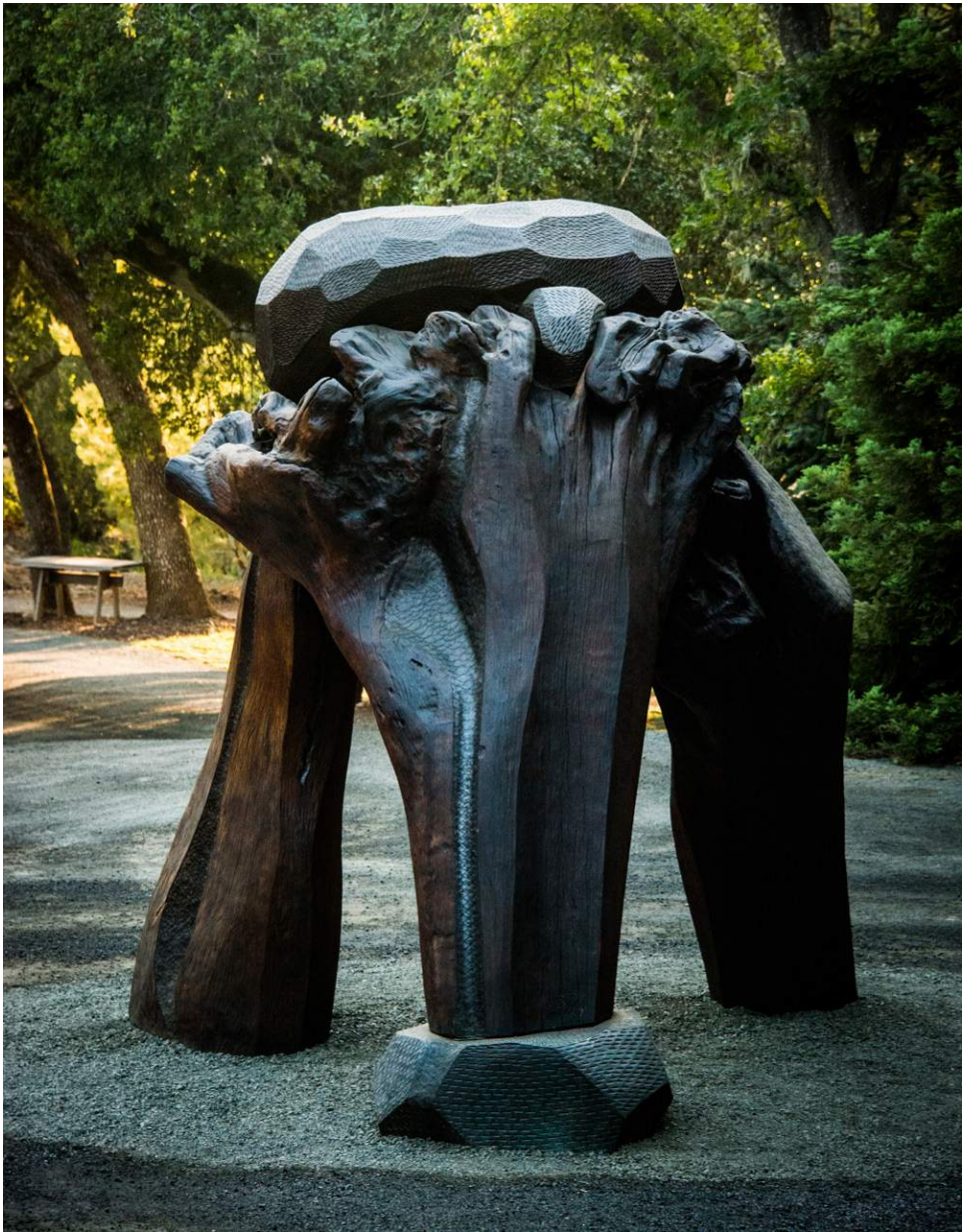
IMAGES OF PAST WORK

Offering

2009 – redwood, copper – (14'x16'x16')

Major Exhibitions:
Town of Windsor, Roundabout Installation (on loan) 2015 - present
Quarryhill Botanical Garden, 'Nature, Art, Man.' 2014-15
Paradise Wood Sculpture Grove, 'Uprooted.' 2009-10
Artist Price: \$75,000

Contact:
Olivia Lemen
Parks and Recreation Director - Town of Windsor
(707) 838-5383



BRUCE JOHNSON - SCULPTOR
Sebastopol South Entrance Public Art Project Proposal

IMAGES OF PAST WORK

Uprising

2008 – redwood, copper - (14'x9'x5')

Major Exhibitions:

Luther Burbank Center for the Arts, 'Root 101.' 2015-18

Quarryhill Botanical Garden, 'Nature, Art, Man.' 2014-15

Paradise Wood Sculpture Grove, 'Uprooted.' 2009-10

Artist Price: \$68,000



BRUCE JOHNSON - SCULPTOR
Sebastopol South Entrance Public Art Project Proposal

IMAGES OF PAST WORK

Olas de Paz

2006 – copper clad redwood - (8'x12'x6')

Major Exhibitions:

Luther Burbank Center for the Arts, 'Root 101.' 2015-18

Quarryhill Botanical Garden, 'Nature, Art, Man.' 2014-15

Artist Price: \$66,000



IMAGES OF PAST WORK

Sequoia

2000 – redwood – (5'x9'x12')

Major Exhibitions:

Museum of Sonoma County, Direct Purchase. 2005

Purchase Price: \$50,000

Contact:

Jeff Nathanson

Executive Director & Art Curator - Museum of Sonoma County

(707) 579-1500 x 102



IMAGES OF PAST WORK

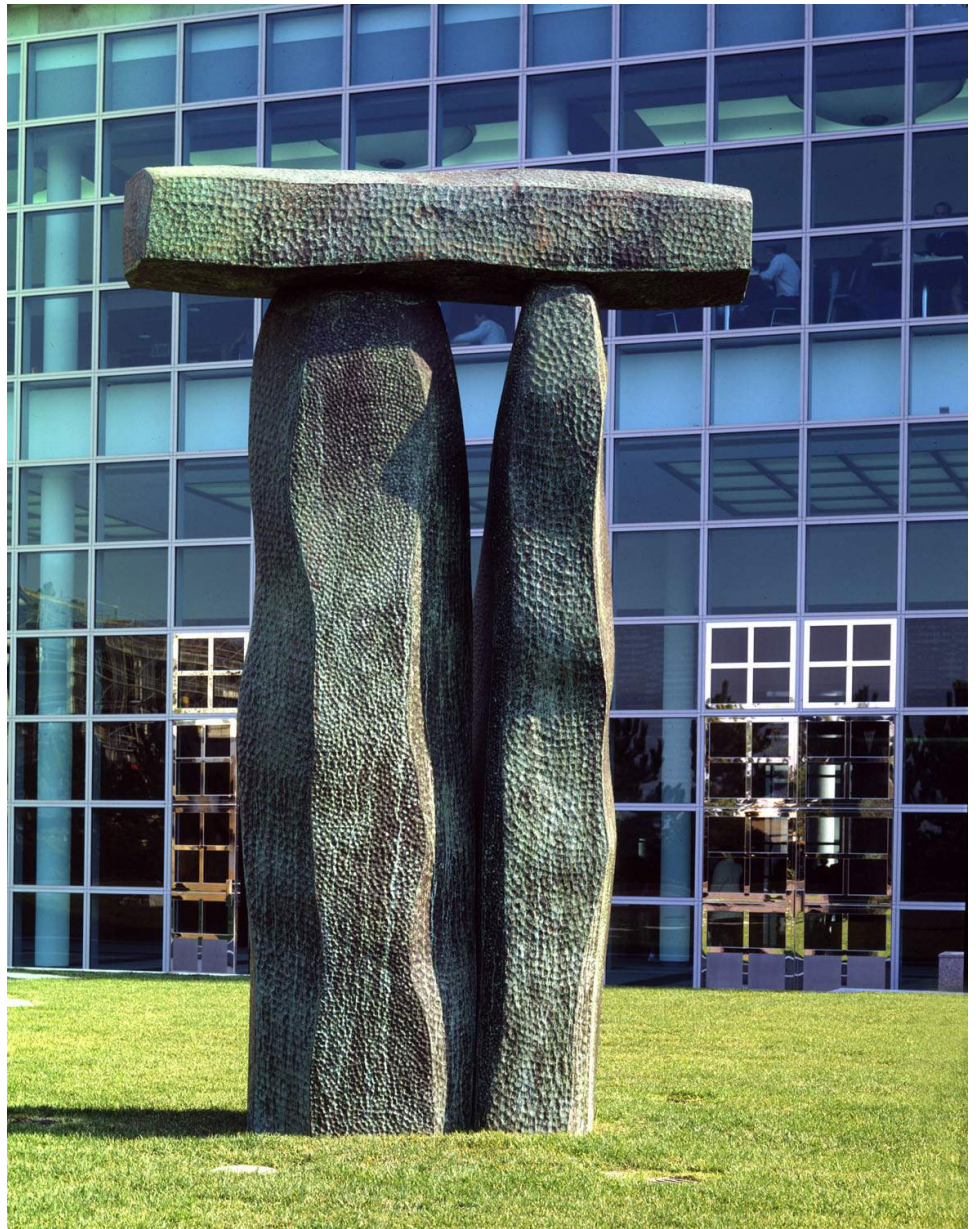
Solstice

1988 – redwood, copper – (12'x8'x3')

Major Exhibitions:

Oakland City Center, Direct Purchase. 1988

Purchase Price: \$30,000



BRUCE JOHNSON - SCULPTOR
Sebastopol South Entrance Public Art Project Proposal

IMAGES OF PAST WORK

Megaflora

2017 - redwood - 8'x15'x15'

Children's Museum of Sonoma County, direct purchase from artist. 2017

Contact:

Collette Michaud

CEO and Founder - Children's Museum of Sonoma County

(707) 546-4069 x108



BRUCE JOHNSON - SCULPTOR
Sebastopol South Entrance Public Art Project Proposal

Harris, Diego Letter of Interest for City of Sebastopol, South Entrance Public Art Project

My name is Diego Harris and I am an artist living and working in Upper Lake Ca whose focus is on making larger than life abstract corten steel sculptures. I have many works throughout Northern California in both public and private settings as well as several public and private sculptures in several other western States. I have experience working with Cities and other organizations to create public artworks. Some of which include sculptures in Clearlake Ca, Eureka Ca, Lafayette Co, and Moab Utah. I'm also working on three different public sculptures at the moment for towns in Lake County Ca. I'll provide some photos of recent sculptures that I've finished. More can also be seen on my website. Please note that some of the sculptures are still shiny steel but will develop a rusty patina after a year or so.

I like to make sculptures that blend well with their surroundings. I take design elements from nature in mind such as curves and spirals while also utilizing more modern industrial elements such as flanges and bolts. I strive to blend the natural as well man made together to create a beautiful harmony.

I was very excited when I first heard about this project. I've always wanted to have a public sculpture in the area. I do have three private sculptures in the Sebastopol area but so far I think that the closest publicly viewable sculpture of mine is in Healdsburg. I was first told about the project by my fiancé Stacy Maisenback. She grew up in and around Sebastopol and still has many friends there. One of them sent her an article about the project. I myself have always loved Sebastopol and often go out of my way to drive through there and stop on my way to the ocean. I like that the town has a very rural feel to it while still having a prosperous and artistic community. I often stop at the art store there since it's getting harder to find any with as good of a selection as the one that you all have there.

As I said, for this project I would be making a sculpture out of Corten steel. I cut out panels and shape them to fit over an internal steel re-bar structure and then fully seem weld the edges with corten steel filler wire. All the edges are sanded down smooth and are very safe. I have about fifteen years of experience welding sculptures. I have been making sculptures out of corten steel for about seven years. Before that I had been making jewelry and paintings for about fifteen years. I also have owned a small local gallery since 2007.

I would be very much honored to be chosen for this project and would work very hard to make a sculpture that your town would be proud of. I'd be happy to work with you and your town on any design or fabrication requirements and find the best way to move the project forward swiftly and safely. Thank you so much for reviewing my proposal.

Harris, Diego Artwork Description/ Depiction

For my proposed sculpture my plan is to make a large abstract tree like structure made of corten steel. "Corten" steel or "Weathering Steel" is different from regular mild steel in that it has added alloys of copper and nickel that help it to last much longer while also developing a fine red/orange rust patina. It will be similar to other tree style sculptures that I have made in the past. It will have a large trunk like base that spreads out at the bottom like roots gripping the soil. I will attach some photos of similar sculptures that I've done in the past for reference as well as a drawing of my proposed sculpture. I thought that a tree would be in keeping with the areas orchard history but it could also be seen as a very old grape vine in how the branches curve and spiral outward. It also has a very relaxed and free-spirited

nature which I thought would be good for the area since having such a wonderful trail system should encourage locals and visitors alike to spend time relaxing and to explore. The sculpture will be made of 16 gauge corten steel sheeting with a flange of 8 gauge corten steel at the bottom of the sculpture for added strength. At the bottom edge of the base there will be four corten bolt down tabs welded on for security and safety. There will also be an internal structure of steel re-bar and heavy square tubing for strength and durability. The sculpture will be 16 feet tall by 10 foot wide and 5 foot deep. The base of the sculpture will be about 4x5 feet. It will weigh about 500 Lbs and can either be placed on a concrete pad of about 5x6 feet or be anchored to 4 concrete piers. If piers are used then gravel or mulch can be used around the base in order to make it look more natural. The sculpture will be made in three pieces to make transportation much easier. It can be delivered on a small trailer and then set up with some scaffolding and two people. The pieces will be bolted together with heavy bolts that secure flanges at the ends of the pieces. The flanges are made in such a way that they will actually enhance the overall look of the finished sculpture.

Harris, Diego Timeline for completion and installation of South Entrance Public Art Project

At the moment I’m finishing up a large public art project for the City of Clearlake. After that I have three smaller sculptures to make. The last one is due in June but may be finished sooner. At that point I would start working on this Project. I estimate that it will take two to three months to complete the sculpture and then a couple days to deliver and install it. I would be ready to install in late July to mid-August of this year. I’d be happy to coordinate the exact date and plan for installation with any city personnel in June/ July when I should have a better idea of when it will be ready. If that is too early you or if it’s a bad time for installation then I could hold it for a couple months till a better installation opportunity presents itself.

Harris, Diego Budget for City of Sebastopol, South Entrance Public Art Project

A. Artist Fees

- a. Design fees \$1000.
- b. Structural Engineering \$500.
- B. Materials, Equipment, and Production costs \$18,000.

C. Studio Fees

- a. Rental if unique space needed for this project N.A.
- b. Utilities (gas, water, electricity), if not included in rental \$1500.
- D. Transportation of finished artwork to site in Sebastopol \$500.
- E. Installation costs, including any equipment rental \$400.
- F. Lighting costs N.A.

G. Insurance	\$1000.
H. Taxes	\$2000.
I. Documentation	\$100.
Total,	\$25,000.

Harris, Diego Artist Resume

Please see attached resume in email, thank you.

Harris, Diego Professional References

Sarah Dishong
Project Coordinator
Downtown Grand Junction



Gary Hauschulz
Director, Palisade Art Vision.
Palisade Colorado.



Michael Dunton
Director, Moab Art Trail
Moab, Utah.



Joyce Mann
Director, Cloverdale Sculpture Trail.
Cloverdale, Ca.



Harris, Diego photos of past work as well as current drawing



Proposed sculpture Drawing.



Here is a photo of the internal structure of one of my sculptures. This is before I add the corten steel sheeting. You can see one of the panels in the middle left of the photo before it is welded on.



This sculpture is titled "Tidal Wave". It is currently on display in Cloverdale, Ca.



This piece is titled "Rust Fire Tree". It is now privately owned in Middletown Ca.



This piece is in Healdsburg Ca. It is located at a private residence but can be viewed from the street at Borel Rd.



This is a large Mobile sculpture that was on public view for a time in both Middletown Ca. and at Cornerstone Sonoma. It is about 22 feet tall and has a mobile element that is attached to the top. It is now in Sacramento at a private residence On Freeport Ave. It is still publicly viewable though.

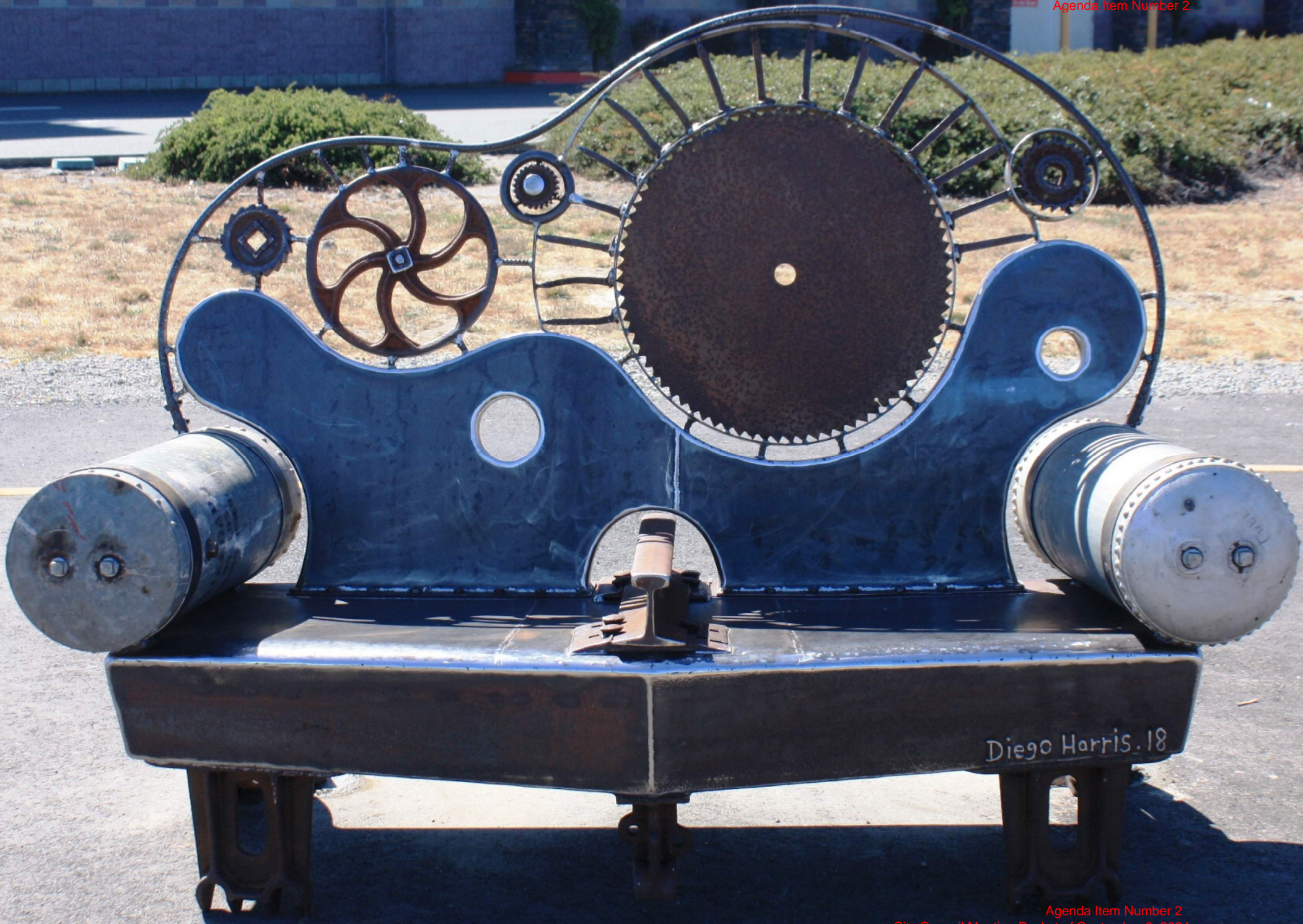


This sculpture is titled "Trinity" and it is on display in the town of Lafayette Co. as part of their collection.



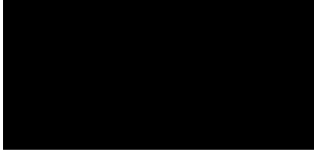
This piece is titled "New Seedling". It's publicly displayed in Hidden Valley Ca. It really shows off the corten patina.





Thank you for your time

Dejo Harris



Diego Harris, Artist



Mr. Harris is an artist whose current focus is constructing larger than life, whimsical sculptures primarily made of welded steel, sheet metal, and recycled car parts that invite people to interact with them. Recently Mr. Harris has begun to offer making his sculptures in Corten steel or Weathering steel as it is also known. Using weathering steel, a sculpture will last longer and require less maintenance than one made with traditional mild steel. This is because weathering steel has small amounts of copper, nickel and chromium. The sculpture will develop a rust patina but will not develop deep pitting rust. This eliminates the need for subsequent applications of weather sealant. Mr. Harris was born in Baja California, to artist parents and then moved to Rancho Palos Verdes in Southern California at young age. Later, he along with his family moved again to Lake County California where he has lived ever since. He has experimented with many different mediums including wire jewelry, burned gourds, fine art photography, and painting, but found his true passion when he learned to weld in 2007. He is inspired by the amazing effortless shapes of perfect symmetry as well as perfect asymmetry in nature. His metal sculptures are constructed with exposed rivets, wide lap welds and excessively sturdy bolts. These elements add incredible strength to his structures and break up the curvature enough to give the viewer’s eye a chance to stop for a moment. He is fascinated with old industry and strives to find a perfect combination of organic contours while keeping his pieces balanced and anchored which ties it back to its creator, a human that lives in a structured society. Mr. Harris has owned an art gallery in Upper Lake, CA for the past 12 years and has recently opened a new shop with his fiancé in Lucerne CA. Mr. Harris has also been involved with public art projects for the past nine years. This has taught him how to get the best use of an outdoor space.

Education

Associate of Arts, Mendocino College, Ukiah, CA, 2013

Affiliations

Member, Mendocino Arts Center, Mendocino, CA (2009-present)
 Guest Lecturer, Art House Gallery, Clearlake, CA
 Member, Arts Council of Mendocino County, (2014-present)
 Member, Middletown Art Center, Middletown, CA (2016-present)

Public Art Projects

2023 – 2024 Heart of the Desert, Palisade, Co.
 2023 – 2024 Aurora, Art on the Corner, Grand Junction, Co.
 2023 – 2024 New Sprig, Douglas County Art Encounters, Castel Rock, Co.
 2023 – 2024 Sidewinder, Art on Parade, Northglenn, Co.
 2023 - 2025 Cosmic Vortex, Art without Walls, Los Altos, Ca.
 2023 – 2025 Celestial Mobile, Mendocino Coast Botanical Gardens, Art in the Gardens, Fort Bragg, Ca.

2022 – 2023 Water Spirit, Moab Art Trails, Moab, Utah. Honorable mention.
2022 – 2024 Being, Cloverdale Sculpture Trail, Cloverdale, Ca. Winner of 1st place prize and also people’s choice award.

2022 – 2024 Living Steel, Gallery Without Walls, Lake Oswego, Or

2022 – Present Trinity, Art on the Street, public sculpture, City of Lafayette, Co.

2020 – Present Clearlake Bass sculpture, Austin Park, City of Clearlake, Ca

2020 – Present Serpent Vine, Geyserville Sculpture Trail, Geyserville, Ca

2019 – 2023 Vortex, Mendocino Coast Botanical Gardens, Fort Bragg. CA

2018 – 2020 Dancing with Wind Mobile, Geyserville Sculpture Trail, Geyserville, CA

2018 – Present Steam Engine Bench, Eureka Waterfront Trail, Eureka, CA

2018 – Present Metal in Motion, Eureka Waterfront Trail, Eureka, CA

2017 Phoenix Tree, Mendocino Coast Botanical Gardens, Fort Bragg. CA

2017 Dancing with Wind Mobile, Middletown Art Center, Middletown, CA

2016 Phoenix Tree, Middletown Art Center’s sculpture garden, (Tribute to Resilience Show), Middletown, CA

2016 Dancing Tree, Now part of a private sculpture garden in North Lakeport, CA

2016 Dancing Tree, Geyserville Sculpture Trail, Geyserville, CA

2016 Spiral Galaxy, EcoArts Sculpture Walk, Middletown, CA

2016 Rust Fire Tree, Geyserville Sculpture Trail, Geyserville, Ca

2016 Rust Fire Tree, Now in Hidden Valley, Ca as a memorial to the Valley Fire.

2016 Time Killer, Cornerstone Sonoma Sculpture Garden, Sonoma, CA

2016 Serpent Vine, Mendocino Coast Botanical Gardens, Fort Bragg, CA

2016 *Horn Tree*, Tapestry Studio in Napa, Ca

2015 *Horn Tree*, Cloverdale Sculpture Trail, Cloverdale, CA

2015 *Time Killer*, EcoArts Sculpture Walk, Middletown, CA

2015-Present *Olema Tree*, Olema Cottages, Olema, CA

2014-Present *Giant Horn Serpent*, purchased by Real Goods Sculpture Garden, Hopland, CA

2014 *Giant Horn Serpent*, EcoArts Sculpture Walk, Middletown, CA

2014-present *Spring*, Geyserville Sculpture Trail, Geyserville, CA

2014 *Sound Tree*, Mendocino Coast Botanical Gardens, Fort Bragg, CA

2014 *Torqued Bell*, Mendocino Coast Botanical Garden, Fort Bragg, CA

2013 *Torqued Bell*, EcoArts Sculpture Walk, Middletown, CA

2012 *Spiral*, EcoArts Sculpture Walk, Middletown, CA

2011 *Found object mobile*, EcoArt Sculpture Walk, Middletown, CA

2010 *Diego's Bench*, EcoArt Sculpture Walk, Middletown, CA

2009 *Large Gourd Mobile*, EcoArt Sculpture Walk, Middletown, CA

Exhibitions

2013 - Mendocino College Art Gallery, Ukiah, CA

2012 - Art House Gallery, Clearlake CA

2012 - Corner Gallery, Ukiah, CA

2007-Present - Diego's Art Gallery, Upper Lake, CA

steelsculpturesbydiegoharris.com





City of Sebastopol
Planning Department
7120 Bodega Ave
Sebastopol, CA 95472

January 29, 2024

Michael Per Erik Lindell



Dear N. Mahungu and the City of Sebastopol Planning Department,

I am thrilled to present a proposal for the Sebastopol South Entrance Public Art Project at the Joe Rodota trail. Having visited Sebastopol and the surrounding Northern California area frequently over the past few years, I've cultivated a profound appreciation for the inherent beauty in these charming towns. What resonates most with me is the community's love and respect for nature, fostering a symbiotic relationship that embodies a sense of freedom and adventure. With a wealth of experience in fabricating other artists' public sculptures, I've been eagerly seeking an opportunity to create and place my own sculptural work. This would allow me the ability to seamlessly unite my own love of nature and art into a communal setting, providing visual nourishment for the community. Public art, in my view, has a certain power to breathe and exude energy outside the confines of galleries and museums.

My approach to this project is grounded in a longtime passion for public art, coupled with a diverse background in art, fabrication, design, and architecture. After attending the School of the Art Institute of Chicago for three years, I honed my skills as a fabricator working for several Sculpture/Architectural fabrication studios in Chicago. During this time I accumulated roughly seven years of experience and expertise fabricating and installing numerous large-scale sculptures while concurrently developing my own signature artwork. After an injury sidelined my ability to continue working as a fabricator, a trip to Europe excited an passion for Architecture. I received my Master's in architecture from UCLA and for the past 16 years have worked as a Senior Designer in Architecture firms in Los Angeles. I really have enjoyed contributing to the design of public community spaces that have the ability to engage a community through thoughtful design. My ability to make art may have taken a detour but the passion has only grown.

My proposed sculpture seeks to evoke beauty by establishing a profound connection to nature, the local environment, and culture. I aim to reflect the community's values and project objectives by aligning my proposal with the allocated budget, emphasizing safety, durability, and low maintenance. Beyond offering an object for visual contemplation I truly hope it initiates a space for gathering and connection. If selected as a finalist, I commit to refining my proposal by detailing each step required for the sculpture's fabrication and installation. This includes collaboration with consultants for engineering, permitting, fabrication (primarily by myself), delivery, installation, and insurance.

Thank you for considering my proposal. I am genuinely excited about the prospect of contributing to the community of Sebastopol through my artwork and becoming an integral part of its vibrant fabric.

Sincerely,

Michael Per Erik Lindell

TIMELINE SCHEDULE:**Site Work (2 days):**

Footing base prep and pour (Does not include curing time)

Permitting (TBD):

Permitting/ Agency Clearances

Fabrication/Delivery/Installation (10 weeks):

Engineering

Materials order and delivery

Fabrication

Delivery to project site

Site installation

NOTE: This schedule is an estimate and relies on the prompt clearance of all necessary permits and approvals from relevant agencies. Factors influencing the schedule also encompass potential weather-related delays during on-site preparation/ installation. In the event of advancing to the finalist stage, this schedule will undergo further refinement.

BUDGET:

- A. **Artist Fee: \$ 3,000**
- a. \$ 2,500 =10% of Budget- Design, design documentation for laser cutting steel. Material procurement and fabrication/ vendor research. Physical and digital models.
 - b. \$ 500 Structural/civil engineer consulting.
- B. **Material, Equipment and Production: \$ 18,300**
- a. \$ 7,000 27 pcs .4'x.8'x.1/8 Corten steel, misc. Misc. Steel for support and base.
 - b. \$ 3,000 27 pcs. Laser cutting, Bending of steel sheets.
 - c. \$ 2,000 Foundation- 45 cubic yards of concrete, labor and form work
 - d. \$ 6,500 Fabrication. Assembly, Welding, Sanding and Finishing. (Artist to complete)
- C. **Studio Fees: \$ NA**
- D. **Transportation: 430 miles: \$ 1,200**
- a. \$ 700 truck rental, fuel, mileage
- E. **Installation: \$ 1,000**
- a. \$ 500 Forklift Rental
 - b. \$ 500 Labor
- F. **Lighting: \$ NA**
- G. **Insurance: \$ 500**
- H. **Taxes: \$ TBD**
- I. **Documentation: \$ TBD**
- J. **Contingency: \$ 1,000**

TOTAL: \$25,000

NOTE: This budget is an ROM estimate and relies on current material prices, labor costs and assumptions made for engineering and insurance costs. In the event of advancing to the finalist stage this budget will undergo further refinement. It is assumed that since no site utilities are available that site or sculpture lighting is not a requirement and therefore not included in the budget.

EMPLOYMENT

Senior Project Designer: AA, Los Angeles, CA

April 2016-current

Lead Designer /Project and Client Management: Develop and design and strategies that shape the over arching architectural vision with clarity and rigor from concept to construction, independently or leading a team towards the production of supporting material for Construction documentation. Problem Solving and Detailing for Custom Design Solutions.

Senior Designer: SPF:a, Culver City, CA

July 2012 –April 2016

Lead Designer/Leader/Collaborator: Develop design and strategies that shape the over arching architectural vision with clarity and rigor from concept forward. Independently or leading a team towards the production of supporting material and documentation. Collaborate with teams to fill in design gaps.

Project Designer: JFAK, Los Angeles, CA

March 2011 – July 2012

Lead Designer/Collaborator: Involved in the conceptual design, 3d modeling, visualization and design documentation for a wide range of projects.

Project Designer: SPF:a, Culver City, CA

January 2007 – February 2010

Lead Designer/Collaborator: Involved in the conceptual design, 3d modeling, visualization and design documentation of a wide range of projects
Visualization: Production of professional quality renderings and physical models using a wide variety of methods and materials.

Architectural/Art Fabricator:

- Vector Fabricators, Chicago, IL** June 2003 - September 2003
- Skyline design, Chicago, IL** July 2000 – September 2000
- V.A. Robinson, Chicago, IL** June 1999 - July 2000
- Dan Blue Studio, Chicago, IL** May 1995 – June 1999

Fabrication, Engineering and Project Management: of a wide variety of custom architectural and sculptural objects at varying scales, complexities and materials. Duties include bidding, drafting, detailing and leading a small team of fabricators through construction, finishing and installation

NOTE: Not all Metal Fabrication Experience listed for clarity and relevance.

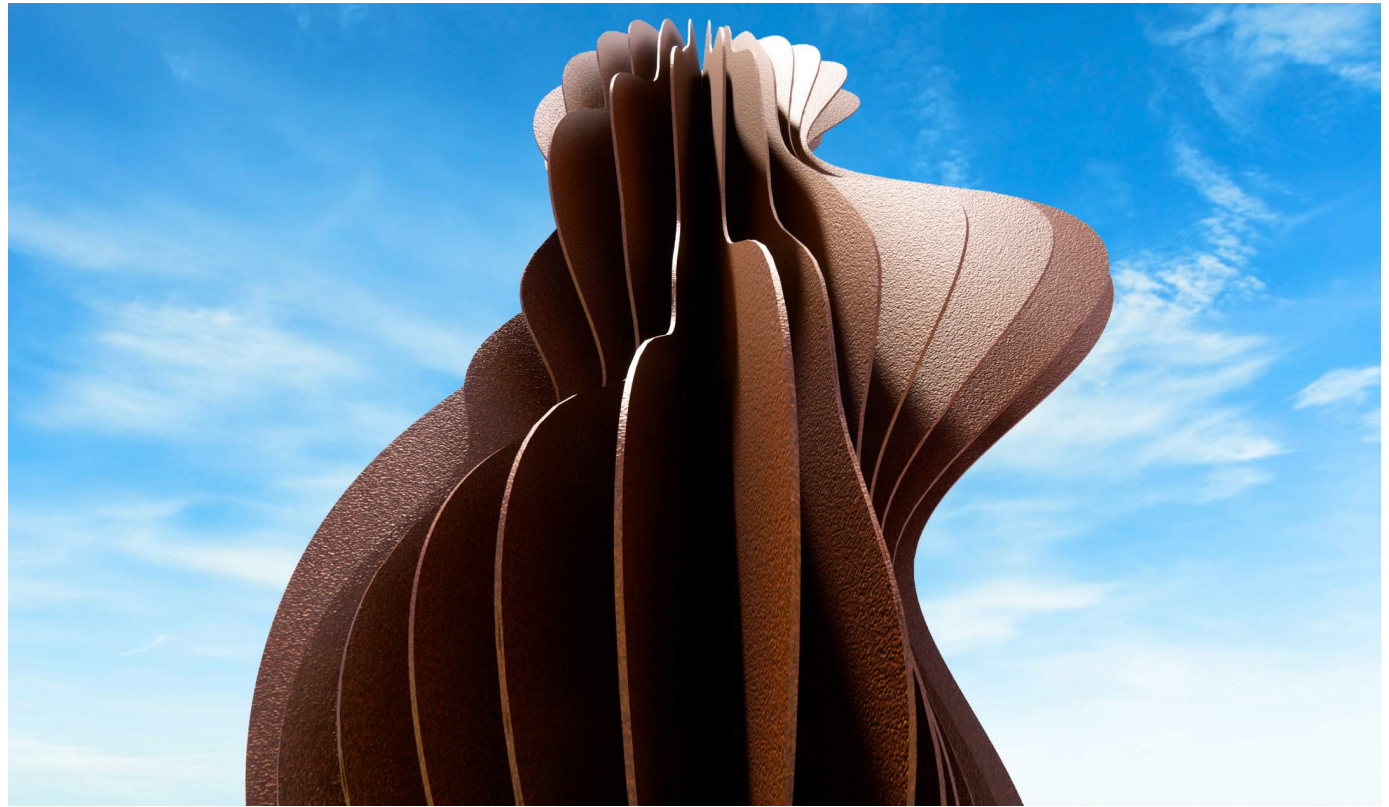
ART EXHIBITIONS

- Otherville: University Galleries, Illinois State University, Normal, IL 1999
- 2000 Clowns: University Galleries, Illinois State University, Normal, IL 2000

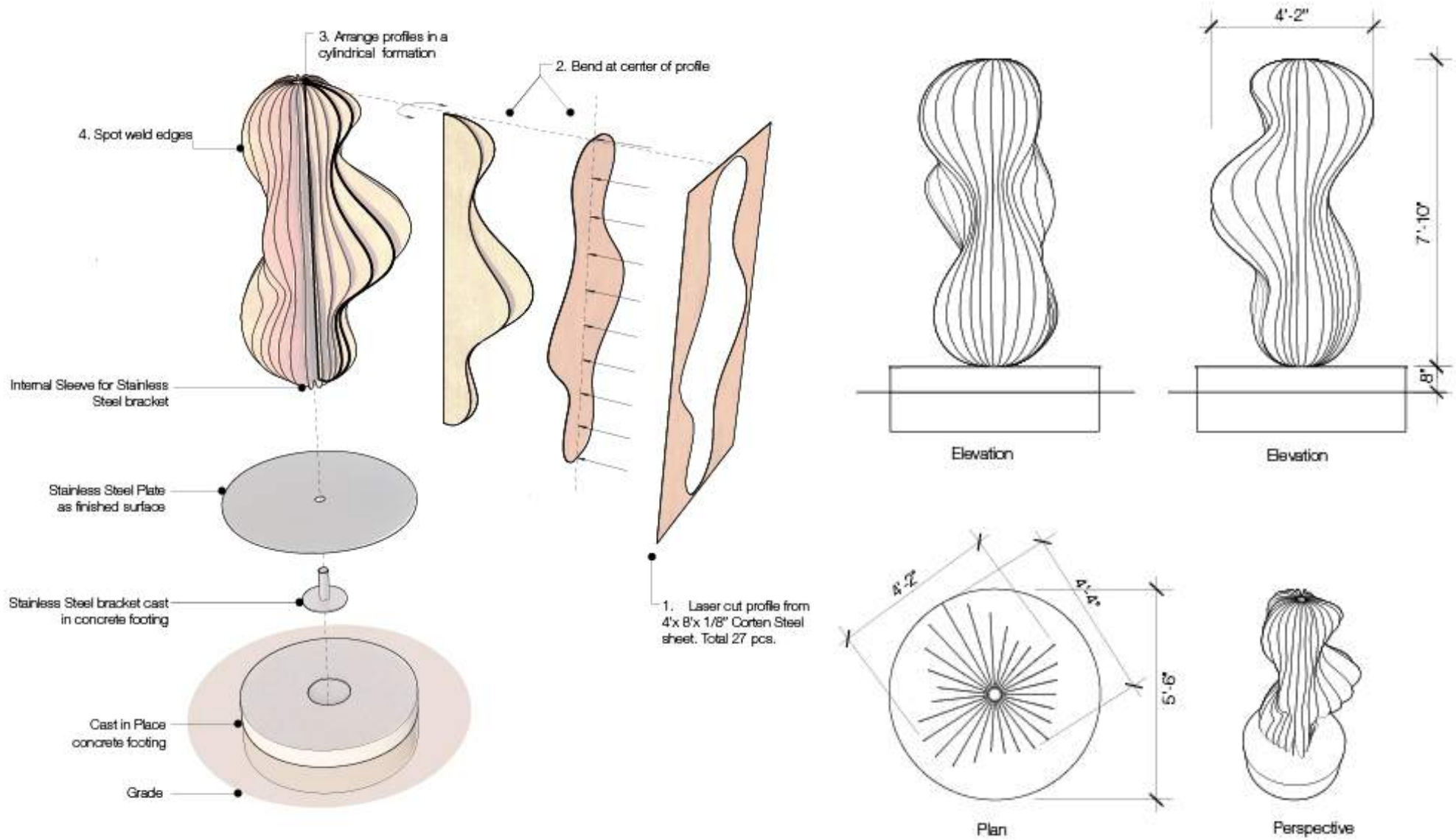
My sculpture proposal draws inspiration from my passion for observing natural forms, movement and sites that create a sense of space. Recent visits to the Sonoma area have highlighted what I see as a juxtaposition between the natural rolling hillsides and the man-made intervention of the cultivated grapevines. This conceptual collaboration between nature and man serves as the foundation for my sculpture. Designed to provoke an ephemeral quality reminiscent of the never-ending landscapes and at the same time it forming an almost figurative quality encouraging engagement at personal scale. The abstracted form allows viewers their own imagination to find their hidden figures, akin to looking at clouds. Situated at the convergence of a trail, sidewalk, and path, the sculpture intentionally lacks what could be perceived as front, back or sides inviting viewers to engage with it from all angles, hopefully providing an immersive experience for the nature-centric community. The included renderings are to support the dynamic, abstracted nature of the sculpture.

Corten (weathering steel) is the chosen material for my sculpture. Its patinaed surface is intended to reflect the organic nature of the form and the essence of time. The Corten's material properties also ensure durability and minimal maintenance within the provided budget and can provide for a lasting, visually dynamic sculpture.

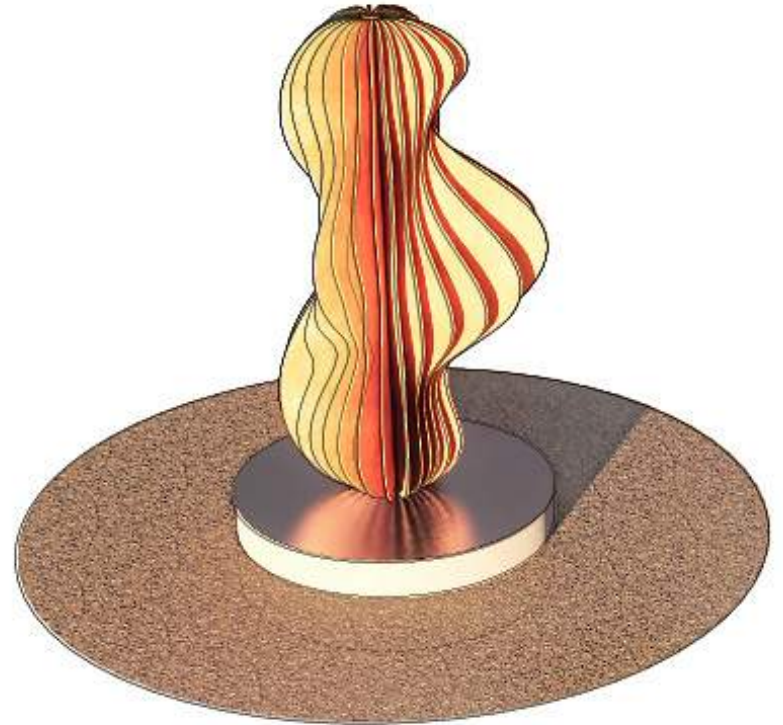
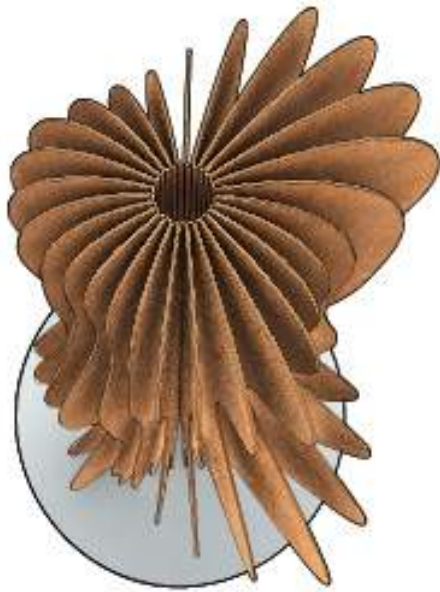




Inspiration: The rolling Hills of the Grapevines in Sebastopol and surrounding Sonoma County



CONSTRUCTION DIAGRAM



Rotated views of sculpture



Studies for Large Scale Outdoor Sculpture: Material: PLA, Aluminum wire, Encaustic Wax: Scale varies (for reference the bases are 8" dia. by 1.5" tall)



Extra: Aluminum, Wood, Canvas, Automotive Lacquer. Approx. 7'x 6'x 3'



Miss Berlin : Aluminum, Wood, Canvas, Acrylic paint. Approx. 5' x 4.5' x 1'



Mor: Patinaed Steel . Approx. 54"x 32" x 16"



Less: Patinaed Steel . Approx. 54"x 32" x 16"