



City of Emeryville CALIFORNIA

ARTIST CONTRACT

CONTRACT FOR DESIGN AND DELIVERY OF ART WORK IMAGE FOR The Bus Shelter Temporary Art Project

THIS CONTRACT FOR DESIGN, AND DELIVERY OF ART WORK IMAGES FOR THE BUS SHELTER TEMPORARY ART PROJECT ("Contract"), is effective and entered into as of _____ ("Effective Date") by and between **THE CITY OF EMERYVILLE** ("City"), and ARTIST / CONTRACTOR NAME (referred to as "Artist" or "Contractor"), collectively referred to as the "Parties."

WHEREAS, pursuant to Article 4 of Chapter 2 of Title 3 of the Emeryville Municipal Code, the City has allocated funds for the design, fabrication, transportation, and installation of an original piece of art for the Bus Shelter Temporary Public Art Project; and

WHEREAS, the Artist has developed a proposal to design and deliver four (4) of electronic images to be utilized at four (4) bus shelters owned by the City ("Project Site"), and as more particularly set forth Exhibit A ("Art Work"); and

WHEREAS, the proposed Art Work was reviewed by the Emeryville Public Art Committee, and the Committee has recommended to the City Council that it enter into this Contract with Artist; and

WHEREAS, on City Council Meeting Date, the Emeryville City Council approved the Public Art Committee's recommendation to select the Artist and authorized the City Manager to enter into this Contract; and

WHEREAS, the Art Work will be displayed at the four bus shelters on Installation Date ("Installation Date"), and for four months following the Installation Date; and

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

1. TERM OF THE CONTRACT

The term ("Term") of this Contract shall commence upon the Effective Date and be completed no later than END DATE, or upon the City's issuance of Interim Payment #3 as described in Section 5.3, whichever is earlier.

2. TIMELY PROVISION OF SERVICES

Subject to the terms and conditions set forth herein, the Artist agrees to design, and deliver electronic images of the Art Work as more specifically set forth in **EXHIBIT A**

FOR CITY USE ONLY			
Contract No.		CIP No.	
Resolution No.		Project No.	

("Services"), which is attached and incorporated into this Contract. To the extent **EXHIBIT A** conflicts with the terms and conditions of this Contract, the terms and conditions of this Contract shall prevail. In general, the Artist will be responsible for providing the City with the final design submittal for approval; consulting with the City on the Art Work; and providing reports, and documentation. Artist shall commence and render the Services on the schedule as set forth herein. Project Manager and Artist may mutually agree in writing to changes in the following schedule.

2.1 Final Design

Artist shall submit the Final Design of the Art Work to the City by sixty days (60) days prior to Installation Date. Final Design Submittal materials shall include:

- A. Four distinct, unique electronic images of Art Work with all four images having a unified theme, and which image resolution of at least 150 dpi at 43" wide x 46" high (6450 x 6900 pixels), 300 dpi is preferred, if feasible. Each image of Art Work will be printed by the City within a 48" wide x 69" high inch panel with a City-provided program description, Artist biography, the title, materials and date of creation for the featured image of Art Work, and thumbnails of the other three images of Art Work; and
- B. The titles, materials and year of creation for each image of Art Work; and
- C. An artist statement of 900 words or less describing the motivation to create the Art Work, the Artist's formal and informal training, and the Artist's vision for the Art Work included in the display.

Within fifteen (15) calendar days of receipt of the Final Design submitted by the Artist, the City shall either approve or reject or request modification to the Final Design and provide Artist written notice thereof. If the Final Design is rejected, the City shall provide the Artist the reasons for such rejection or requested modification; the Artist shall thereafter correct and resubmit the Final Design to the City within five (5) calendar days of the rejection. Once the Final Design is accepted, the City shall provide Artist with written notice of its approval of the Final Design and Notice to Proceed with Fabrication of the Art Work ("Final Design Approval – Fabrication Notice to Proceed"). The Artist must receive the Final Design Approval – Fabrication Notice to Proceed prior to the Art Work being photographed ("Final Photography").

2.2 Fabrication and Installation

Upon issuance of the Final Design Approval – Fabrication Notice to Proceed by the City, the City shall commence with fabrication of the Art Work and complete fabrication and installation of the Art Work. The City will fabricate the Art Work in accordance with the Final Design approved by City for the design of the Art Work. The Artist agrees to cooperate and consult with the City as requested by the City to ensure the Art Work is fabricated and installed in a manner consistent with the Final Design Approval. Such cooperation and consultation, includes, but is not limited to, conducting press checks at the City's designated photo lab/printer, as further described in Exhibit A.

3. APPROVAL PROCESS

3.1 City Discretion

If the City in its sole discretion determines to withhold any approval of any element as specified below, the City shall have the right to terminate this Contract and shall have no further obligations under this Contract.

3.2 Final Design Submittal

The Artist shall submit the Final Design Submittal to the City as described in Section 2.1, and receive Final Design Approval – Fabrication Notice to Proceed prior to Final Photography.

4. CONSULTATION DURING DESIGN, FABRICATION AND INSTALLATION; DEVIATION FROM APPROVED SPECIFICATIONS

Artist hereby acknowledges that the goal of the parties to this Contract is the installation of a work of art that best represents the creative talents of Artist and conforms to the requirements of the City. To those ends, Artist agrees to be available as reasonably required for consultation with the City during design and execution of the Art Work, at no additional cost to the City. Artist shall also make good faith efforts to attend any inauguration or presentation ceremonies and/or public relation events.

5. COMPENSATION

5.1 Contract Amount

The total compensation is **FOUR THOUSAND DOLLARS AND NO CENTS (\$4,000.00)** (“Contract Amount”) for all Services under this Contract, including payment to all suppliers, subcontractors, fees, taxes, Emeryville business tax certificate, Project Approvals, insurance, transportation to and from meetings, site preparation, restoring site to prior condition, and all other expenses associated with the scope of work specified in this Contract. The Artist shall be responsible for the payment of all mailing or shipping charges on submissions to the City, the costs of fabricating, transporting, and installing the Art Work, for transporting and unloading materials and equipment to the Project Site, and for the costs of all travel by the Artist and the Artist’s agents, subcontractors, fabricators, and employees necessary for the proper performance of the Services required under this Contract.

No charges shall be incurred under this Contract nor shall any payments become due to Artist until all deliverables and Services required under this Contract are received from and performed by Artist and approved by the City as being in accordance with this Contract and the Artist provides invoices for each Interim Payment. The final payment is due and payable upon Final Acceptance of the Art Work and a final invoice is submitted by the Artist.

In no event shall the City be liable for interest or late charges for any late payments.

5.2 Method of Payment

City agrees to pay Artist for the Services performed and for Eligible Costs incurred by Artist upon certification by City that the Services were actually performed and Eligible Costs actually incurred in accordance with this Contract. As used herein, Eligible Costs shall include the costs for supplies and materials that are necessary and required for the execution of this Contract, delivery of Services, which includes, the delivery of the required submittals, including Art Work, tiles, materials, and artist statements. Eligible Costs may also include 100% of the cost of the Final Photography, if the Artist has received the Final Design Approval – Fabrication Notice to Proceed prior to incurring the cost of the Final Photography, and if the Artist has used a photographer approved by the City in advance of the Final Photography and in writing.

5.3 Payment Schedule

City shall make payments to Artist for the amounts specified and Services as described below:

INTERIM PAYMENT #1: \$ 2,000.00	
Purpose:	Advance on Services to be performed
Submittals:	Invoice for Payment #1
City Approvals Required:	City Manager approval and execution of Contract.

INTERIM PAYMENT #2: \$ 1,000.00	
Purpose:	Payment upon delivery of Art Work
Submittals:	Invoice for Payment #2; and submittal of Final Design Submittal required by Section 2.1.
City Approvals Required:	City issues Final Design Approval – Fabrication Notice to Proceed.

INTERIM PAYMENT #3: \$ 1,000.00	
Purpose:	Completion of Services performed
Submittals:	Invoice for Payment #3.
City Approvals Required:	Installation of Art Work.

Compensation for Services performed and Eligible Costs incurred shall be paid to Artist upon receipt and approval of invoices by City. Artist shall submit invoices for each payment milestone described above. City shall pay Artist within forty-five (45) days after approval of the invoice by City (each an “Interim Payment”). In no event shall total payment exceed the total Contract Amount described in Section 5.1; provided further that no payment shall include expenditure of any Contingency Amount, unless such expenditure has been approved in writing by City as described in Section 5.1 and invoices for Eligible Costs demonstrate costs in excess of total payments made and to be made to the Artist. City may withhold any payments to Artist in any instance in which Artist has failed or refused to satisfy any material obligation provided for under this

Contract or is otherwise in default. In no event shall City be responsible for payments to supplier or subcontractor of Artist.

5.4 Effect of Interim Payments

Approval of the work to permit an Interim Payment is solely for the benefit of the Artist. Any Interim Payment does not constitute acceptance or approval of the work by the City; nor shall it be construed as a waiver of the City's right to require that the work conform strictly to the Final Design as approved by the Project Manager, as specified under Section 2.1.

6. METHOD OF PAYMENT; AUDIT AND RECORDS

Invoices furnished by the Artist under this Contract must be in a form acceptable to the City. Payment shall be made within forty-five (45) days after approval of the invoice by Project Manager.

At any time during normal business hours and as often as the City may deem necessary, there shall be made available to the City for examination all records with respect to all matters covered by this Contract. The Artist will permit the City to audit, examine, and make excerpts or transcripts from such records, and to audit all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and or data relating to all matters covered by this Contract.

7. TAXES

Any taxes levied upon this Contract, the transaction, or the equipment or services delivered under this Contract, including sales or use taxes shall be borne by the Artist.

8. LIABILITY FOR DAMAGE TO EQUIPMENT OR ART WORK

The City shall bear no responsibility, nor incur any liability, for loss or damage to the Art Work or any Artist-owned equipment involved in Artist's performance under this Contract.

9. INDEPENDENT CONTRACTOR

The Artist hereby covenants and declares that it is engaged in an independent business and agrees to perform the Services as an independent contractor and not as the agent or employee of the City. The Artist agrees to be solely responsible for its own matters relating to the time and place the Services are performed; the instrumentalities, tools, supplies and/or materials necessary to complete the Services; hiring of contractors, agents or employees to complete the Services; and the payment of employees, including compliance with Social Security, withholding and all other regulations governing such matters. The Artists agrees to be solely responsible for its own acts and those of its subordinates and employees during the term of this Contract.

10. ARTIST WARRANTIES

10.1 Defects in Material and Workmanship

Artist warrants that the work will be fit for the intended purpose; will be safe and will not have any nuisance or harmful effect; and will be free of defects in workmanship or materials, including inherent defects. Artist warrants that it shall, at Artist's cost and expense, remedy such defects in workmanship or materials that appear within ninety (90) calendar days of the Final Design Approval – Fabrication Notice to Proceed.

10.2 Title

The Artist represents and warrants that 1) the Art Work is solely the result of the artistic effort of the Artist; and 2) the Art Work is unique and original and does not infringe upon any copyright.

11. INSURANCE

[Intentionally Omitted]

12. INDEMNIFICATION

To the fullest extent permitted by law, Artist shall indemnify, defend, and hold harmless City and City's members, officers, agents, employees and volunteers, from and against any and all claims, losses, liabilities of every kind, nature and description, damages, injury (including without limitation injury to or death of an employee of Artist or subcontractors as well as any claim by any employee, agent, contractor or independent contractor hired or employed by Artist that such persons or individuals are entitled to any benefit otherwise provided to employees of the City, including coverage under the California Public Employee Retirement System), costs and expenses of any kind, whether actual, alleged or threatened, including, without limitation, incidental and consequential damages, court costs, reasonable attorneys' fees, litigation expenses, and fees of expert contractors or expert witnesses incurred in connection therewith and the costs of investigation, arising out of, pertaining to, or relating to, directly or indirectly, in whole or in part, the negligence, recklessness, or willful misconduct of Artist, any subcontractor, anyone directly or indirectly employed by them or anyone that they control. 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 Artist. This obligation to indemnify and defend the City, its members, officers, agents, employees and volunteers shall survive termination of this Contract.

If Artist's obligation to defend, indemnify, and/or hold harmless arises out of Artist's performance of "design professional" services (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Artist's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Artist, and, upon Artist obtaining a final adjudication by a court of

competent jurisdiction, Artist's liability for such claim, including the cost to defend, shall not exceed the Artist's proportionate percentage of fault.

The Artist shall indemnify and hold the City harmless from all loss and liability, including attorney's fees, court costs, and all other litigation expenses for any infringement of the patent rights, copyright, trade secret or any other proprietary right or trademark and all other intellectual property claims of any third-party persons arising from the Services and Art Work under this Contract.

The provisions of this Section 12 shall survive termination of this Contract.

13. DEFAULT; REMEDIES; TERMINATION

13.1 For Cause

Failure or refusal of either party to perform or do any act herein required shall constitute a default. Either party may terminate this Contract upon seven (7) calendar days' advance written notice to the other party in the event that the other party 1) materially breaches any duty, obligation, or service required pursuant to this Contract and 2) fails to cure such breach within ten (10) calendar days after written notice of such breach from the non-breaching party. In the event this Contract is terminated by reason of the Artist's default, the Artist shall immediately refund to the City the amount of any interim payment(s) made to the Artist.

13.2 For Public Convenience or Necessity

The City may terminate this Contract at any time, in whole or in part, for any reason, and as a condition of receiving the fair and reasonable payment from the City, the Artist agrees to transfer title to all partially completed work, plans, notes, drawings, etc. to the City. Upon termination by City pursuant to this subsection 13.2, City shall provide for payment to the Artist for services rendered and expenses incurred prior to the termination date. Artist shall receive payment only for expenses directly related to the current phase of the Art Work at the time of termination. Such payment shall not exceed the amount of the Interim Payment for the current phase of the Art Work at the time of termination.

13.3 Legal Remedies

Termination by the City pursuant to this Section does not waive any other legal remedies available to the City. The remedies described herein are in addition to all other remedies available to either party under the laws of the State of California should the other party fail to comply with the terms of this Contract.

14. NOTICES

Submittals, payments, requests, notices and reports required under this Contract shall be delivered as follows:

CITY	ARTIST
<i>Project Manager, Title</i> <i>Street Address</i> Emeryville, California 94608 Phone No.: 510-596-4300 E-Mail: <i>email</i> @emeryville.org	<i>Artist / Contractor Name</i> <i>Street Address</i> <i>City, State, Zip Code</i> Phone No.: 510-000-0000 E-Mail: <i>email</i> @artist.com

Any submittal, payment, request, notice, or report shall be deemed delivered five (5) business days after the party providing notice has mailed said notice to the other party by certified mail.

15. OWNERSHIP OF ART WORK; COPYRIGHT AND PATENTS; DOCUMENTATION

15.1 *Generally*

Artist shall retain all rights under the Copyright Act of 1976, 17 U.S.C. 101 et seq., and all other rights in and to the Art Work except as otherwise set forth in this Contract. The City is not responsible for any third-party infringement of the Artist's copyrights and Artist agrees to hold the City harmless for any such infringement.

15.2 *Title and Risk of Loss*

Title to the Art Work shall be held by the City. The Artist bears the risk of damage to or loss of the Art Work prior to Final Acceptance by City.

15.3 *Display*

The City has the right to display the Art Work, the project drawings and models, and is authorized to make and reproduce photographs and other two-dimensional reproductions of the Art Work, any drawings or models for publicity and program purposes.

15.4 *Ownership of Documents and Models*

Studies, drawings, designs, maquettes and models prepared and submitted to the City shall be returned to the Artist following Final Acceptance of the Art Work.

15.5 *Reproduction Rights*

City shall have a perpetual, nonexclusive license to make, and to authorize the making of photographs and other two-dimensional reproductions of the work for educational, public relations, arts promotional and other non-commercial purposes. For the purposes of this Contract, the following are deemed to be reproductions for non-commercial purposes: reproduction in exhibition catalogues, books, slides, photographs, postcards, posters and calendars, and the City's on-line homepage; in art magazines, art books, and art and news sections of newspapers; in general books and magazines not primarily devoted to art but of an educational, historical or critical nature; slides and film strips not intended for a mass audience, and television from stations

operated for educational purposes or on programs for educational purposes from all stations.

15.6 Artistic Credit

The City hereby agrees to credit the Artist for the Art Work upon publication of any two-dimensional reproductions of the work as stated in this Section.

16. SUBCONTRACTING

The Artist shall not subcontract this Contract or any part of it unless such subcontracting is approved by the City in writing. Neither party shall, on the basis of this Contract, contract on behalf of or in the name of the other party. A Contract made in violation of this provision shall confer no rights on any party and shall be null and void. In the event Artist desires to subcontract for any of the services under this Contract, the Artist shall notify the City in writing and describe in detail the services to be provided by said subcontractor. Within ten (10) business days after receipt of Artist's notice of intent to subcontract, City shall notify Artist in writing of its consent to subcontract, which consent shall not be unreasonably withheld. All subcontractors shall obtain insurance for the coverages and amounts as may be required by the City Manager. All insurance policies of subcontractors shall name the City as an additional insured. The Artist's contracts with its subcontractors shall require that the subcontractors comply with each of the Artist's legal obligations to the City as set forth in this Contract.

17. NO ASSIGNMENT OR TRANSFER

Artist shall consistently give its personal attention to the faithful execution of the scope of work of this Contract. The Artist shall keep the work under its control and shall not assign or subcontract the whole or any part thereof, except as herein provided. All transactions with subcontractors shall be made through the Artist, and no subcontractor shall relieve the Artist of any of the Artist's liability or obligations under this contract.

18. DISCRIMINATION PROHIBITED

The Contractor covenants and agrees that in performing the Services required under this Contract, the Contractor shall not discriminate against any person on the basis of race, color, religion, sex, sexual orientation, gender identity, marital status, national origin or ancestry, age or disability.

19. COMPLIANCE WITH LAWS

In the performance of this contract, Artist agrees to comply with applicable laws and regulations. Artist covenants and declares that it has obtained all diplomas, certificates, licenses, permits or the like required of Artist by any and all national, state, regional, county, city or local boards, agencies, commissions, committees or other regulatory bodies in order to perform the services contracted for under this Contract. All work performed by Artist under this Contract shall be in accordance with applicable legal

requirements and shall meet the standard of quality ordinarily expected of competent professionals.

20. CONFLICTS OF INTEREST

Artist covenants and declares that, other than this Contract, it has no business holdings, contracts, or agreements with any official, employee or other representative of the City. For the duration of this Contract, in the event the Artist or its principals, agents or employees acquire such a holding, interest, contract, or agreement within the City of Emeryville or with any official, employee or representative of the City in the future, the Artist will immediately notify the City of such holding, interest, contract, or agreement in writing.

21. BUSINESS TAX CERTIFICATE

Prior to commencement of the services to be provided hereunder, Artist shall apply to the City of Emeryville Finance Department for a business tax certificate, pay the applicable business license tax and maintain said business tax certificate during the term of this Contract, as provided in Article 1 of Chapter 1 of Title 3 of the Emeryville Municipal Code.

22. LIVING WAGE

22.1 Compliance

Compliance with the City's living wage ordinance is **required** / **not required** for this Contract. If this Contract provides for compensation to Artist of \$25,000 or more within a single fiscal year for providing Services to the City, then Artist shall comply with the requirements of the City's Living Wage Ordinance set forth in [Chapter 31 of Title 5 of the Emeryville Municipal Code](#), unless (i) Artist is a governmental entity, (ii) this Contract is subject to a higher prevailing wage rate as defined in the California Labor Code, or (iii) this Contract is subject to federal or state laws or regulations that would preclude the application of the City's laws.

22.2 Applicability

Compliance with the Living Wage Ordinance, if applicable, shall be required during the term of the Contract for all employees of Artist who perform at least twenty-five percent (25%) of the work arising from this Contract, unless said employees are otherwise exempt from the application of the Living Wage Ordinance pursuant to [Section 5-31.08 of the Emeryville Municipal Code](#). Artist shall promptly provide to the City documents and information verifying compliance with the requirements of the Living Wage Ordinance within ten (10) business days following a written request for such documentation and information from the City.

22.3 Non-Compliance

Failure to comply with the Living Wage Ordinance provides that a person claiming a violation thereof may bring an action against Artist for back pay, reinstatement and

compensatory damages, as well as a penalty up to three times the amount of damages for a willful violation, plus reasonable attorney's fees and costs. In addition, the City may terminate the Contract and pursue any other remedies available to the City, including debarment, for violations of the Living Wage Ordinance.

22.4 Living Wage

Artist shall notify each of its affected employees with regards to wages that are required to be paid pursuant to this Contract. "Living Wage" means no less than ~~\$50.00~~ **PER HOUR** (which is [subject to increase annually on July 1st](#) to reflect the twelve-month average increase to the Consumer Price Index for all urban consumers in the San Francisco-Oakland-San Jose Metropolitan Statistical Area for the preceding year from May to April, not to exceed three percent (3%) in any one year) including wages and health benefits. If employer contributions for health benefits are not paid on an hourly basis, the employer must demonstrate to the City the hourly value of such benefits in order to receive credit for such payments to covered employees.

22.5 Minimum Wage and Paid Sick Leave

In addition to the Living Wage Ordinance, the Contractor may be required to comply with the [City's Minimum Wage, Paid Sick Leave, and Other Employment Standards Ordinance](#), as set forth in [Chapter 37 of Title 5 of the Emeryville Municipal Code](#), to the extent it is applicable.

23. CALIFORNIA LABOR CODE REQUIREMENTS

It shall be mandatory upon the Artist and all subcontractors to comply with all applicable [California Labor Code](#) provisions, which may include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Sections 1777.1). Artist shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with applicable California Labor Code provisions.

24. MISCELLANEOUS

24.1 Survival of Indemnities and Other Provisions

Termination of this Contract shall not affect City's right to enforce any and all indemnities, representations or warranties given or made by Artist to City under this Contract, nor shall it affect any other provision of this Contract that expressly states it shall survive termination.

24.2 Governing Law and Venue

This Contract, regardless of where executed or performed, shall be governed by and construed in accordance with the laws of the State of California. Any legal action taken

to enforce the terms of this Contract shall be instituted in the Superior Court of the State of California, County of Alameda, or in the United States District Court, Northern District of California. The prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which the party may be entitled.

24.3 Successors and Assigns

The terms, covenants and conditions contained in this Contract shall bind and inure to the benefit of Artist and City and, except as otherwise provided herein, their personal representatives and successors and assigns. There are no third-party beneficiaries to this Contract.

24.4 Integrated Agreement; Modification

This Contract contains all the agreements of the parties hereto relating to the subject matter addressed herein, and cannot be amended or modified except by a written agreement mutually executed between each of the parties hereto.

24.5 Non-Waiver of Rights

The omission by either party at any time to enforce any default or right reserved to it, or to require performance of any of the terms, covenants, or provisions hereof by the other party at the time designated, shall not be a waiver of any such default or right to which the party is entitled, nor shall it in any way affect the right of the party to enforce such provisions thereafter.

24.6 Severability

Should any provisions or portions of this Contract be held unenforceable or invalid, the remaining provisions and portions shall be unaffected by such holdings.

24.7 Counterparts

This Contract may be signed in counterparts, each of which shall constitute an original. It is expressly agreed that each Party to this Contract shall be bound by its own telecopied, scanned, electronic or digital signature and shall accept the telecopied, scanned, electronic or digital signature of the other Party to this Contract.

24.8 Waiver

The City's failure to enforce any provision of this Contract or the waiver in a particular instance shall not be construed as a general waiver of any future breach or default.

SIGNATURES ON FOLLOWING PAGE

25. SIGNATURE PAGE TO ARTIST CONTRACT

IN WITNESS WHEREOF the parties hereto have executed this Contract on the day and year indicated below, effective as of the day the City Manager executes the Contract on behalf of the City.

Approved As To Form:

City Attorney

Dated: **CITY OF EMERYVILLE**

City Manager

Dated: **ARTIST / CONTRACTOR NAME**

Type Name of Signatory, Title *(Signature)*

<i>Attach: W-9 Form</i>	<i>Attach: Business License Certificate</i>
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EXHIBITS

Exhibit A: Artist Proposal and Location Map