

## REQUEST FOR PROPOSALS FOR LIVERMORIUM UTILITY BOX MURALS

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### ***Introduction***

The City of Livermore is seeking proposals from qualified artists or muralists (Artist) to install murals on two utility boxes located at Livermorium Plaza at 116 S. Livermore Avenue, Livermore, CA 94550. The side facing Locanda Wine Bar will have a wine-country theme, while the side facing the plaza will have a science or Livermorium-theme. Entry is open to professional artists who have completed outdoor murals. The selected artist will design and install the murals. All artworks must be an original design and suitable for viewing by all ages.

This Request for Proposals (RFP) is intended to provide interested artists with general information regarding the scope of services expected for a Professional Services Agreement or Purchase Requisition (Agreement) to be awarded to qualified artists and the proposal process (including selection).

Deadline to submit proposals: **March 7, 2025, at 5pm.**

### **Timeline:**

**RFP Opens: February 21, 2025**

**RFP Closes: March 7, 2025**

**Review of Proposals by Ad Hoc Committee: March 10-21, 2025**

**Full Commission Review and Selection of Artist/s: March 25, 2025**

**Installation: April 2025**

**Mural Completion Deadline: May 10, 2025**

**Unveiling or Dedication: May 29, 2025**

### **I. DESCRIPTION OF SERVICES**

The utility boxes located at Livermorium Plaza have the following sizes:

- Light green utility box measuring 20" wide by 27" deep by 60" tall. Please note that markings and protruding section on the front of utility box cannot be painted. Area to be painted is only 20" wide by 12" deep by 36 ½ height.
- Gray utility box behind the light green box facing Locanda measuring 20" wide by 12" deep by 60" tall should be fully painted.
- Additional gray utility box measuring 36" wide by 24" deep by 60" tall.

Mural installation will require several treatments and sequential applications of paint to complete the project — (1) sanding, (2) primer, (3) paint with acrylics, and (4) finishing with an anti-graffiti clear coat. The boxes are visible to pedestrian, automobile, and other passing traffic. For reference, please see attached picture of the utility boxes.

### **II. SCOPE OF SERVICES**



The successful artist/s, in coordination with City staff, shall design and install the mural. Once an agreement is executed, the artist/s may not substitute the person providing the design and installation without the City's written approval.

### **III. MINIMUM QUALIFICATIONS**

- Application must be completed and submitted via Café Art by the due date
- Concept drawing/s showing the front, sides, and top of the utility box. (Submissions may be hand-drawn or computer generated)
- A statement of interest (2,000 characters maximum) that describes why you are interested in painting the Livermorium Plaza utility boxes, your experience working on public art projects, and how your mural-art will transform Livermorium Plaza and/or enliven the area.
- All visuals including utility box designs and examples of previous work must meet the online format required for uploading: (file type: JPG or PNG; Dimensions: Minimum 1920 pixels on the longest side; Resolution: 72 ppi/dpi)

#### **Project Requirements**

- Artist/s are responsible for prepping and painting all four sides and the top of the utility box. The artist must use acrylic paint to cover the surfaces, and an anti-graffiti clear coat must be applied to protect the art upon completion.
- Artist/s and their assistants should exercise extra caution while working and should be aware that the utility boxes are located in the elevated landscape area of the park. There is an uneven grade around the utility box consisting of concrete pads and a concrete bench; additionally, there is a surrounding soil landscape with plants, utility covers and sprinkler hose ends that protrude from the ground.
- The art cannot restrict any vents or airflow through the boxes. City maintenance crews must always be able to fully access the components inside the box.
- The art must meet the requirements of the Selection Criteria listed in this document (below).
- All artists must sign a City of Livermore liability release before beginning work on the selected utility box.
- Artists may be asked to attend a dedication ceremony on Livermorium Day on May 29, 2025.

#### **Artist Selection Process**

All submitted proposals will be reviewed by City Staff to ensure completeness. The highest rated proposals, based on a review by the Ad Hoc Committee (with input from stakeholders) will be forwarded to the Commission for the Arts for review. The Commission will select the Artist that will install the mural during their March 2025 Meeting. Please note this is an open meeting and the public is invited to attend. The Commission for the Arts is the final decision-making body for the selection of the artist.

## **Utility Box Mural Project Selection Criteria**

- The side facing Locanda Wine Bar will have a wine-country theme, while the side facing the plaza will have a science or Livermorium-theme.
- The proposed mural must aesthetically enhance the surrounding environment, be contemporary in style and design, reflect the local identity when possible, and represent items and ideas that reflect Livermore's cultural diversity and unique sense of place.
- The artwork shall not name specific people or politicians or endorse a political party, have religious references, or be otherwise obscene to the average person; applying contemporary community standards and shall not contain commercial messages or symbols. The artist must account for traffic patterns in the utility box location; avoids use of paint colors that will cause unsafe driving conditions (reflective, neon, etc.)
- The proposed art must be an original design.
- The proposed art must not be identical to Utility Box murals already placed or to be placed in other similar public mural programs within 200 miles of Livermore.

## **Additional Information**

- The artists may enlist assistants to help them complete the project.
- The art may include the name of the artist/s (no larger than a 3" x 5" space).
- The artist must leave a TBD space for a web link or QR code to be added later.
- The expectation is that the Utility Box Mural will have a minimum 5 years expected lifespan.
- The artwork is a long-term installation and will become City of Livermore property.
- The selected artist will receive a stipend of up to \$2,000. Artist/s must notify City Staff when their project is completed.
- Artists will provide the materials for the mural.

## **IV. AWARD OF AGREEMENT**

The selected artists or muralists shall provide the City with the following documents:

- a. Name, title, and email address of the authorized signatory to sign the City's contract;
- b. A completed w-9 form;
- c. Insurance that meets the requirements; and
- d. An active City of Livermore business license.

In the event the Selected Artist or Muralist fails to submit the documents to the City in a timely manner, the City may negotiate with another finalist or reject all proposals. The City also reserves the right to award more than one agreement depending upon the qualifications and strength of the proposals, for all or a portion of the services offered.



## **V. CONFIDENTIALITY AND NON-DISCLOSURE**

The City of Livermore recognizes that the proposals may include proprietary or confidential information. The city will take every reasonable precaution in protecting such information if it is clearly identified as proprietary or confidential on the page on which it appears. However, the City is subject to the California Public Records Act and must disclose records as required by the Act.

Proposals and pricing information submitted as a part of this RFP will not be returned.

## **VI. EXHIBITS**

The following exhibits are included in this Request for Proposals:

- Exhibit A - Purchase Order Sample (including City of Livermore Terms and Conditions)
- Exhibit B - Insurance Requirements
- Exhibit C - Pictures of the Utility Boxes

## **VII. GENERAL CONDITIONS**

- a. This RFP does not commit the City of Livermore to execute a service agreement or purchase requisition. The City reserves the right to accept or reject any or all proposals if the City determines it is in the best interest of the City to do so.
- b. Proposals shall remain open, valid and subject to acceptance anytime within one hundred eighty (180) calendar days after the proposal due date and up to the end of the agreement period.
- c. The City reserves the right to issue addenda or amendments to this RFQ/RFP.
- d. To be considered, all proposals must be submitted in the manner set forth in this RFP. It is the artist/muralist's responsibility to ensure that its proposal is submitted before the specified Submittal Deadline.
- e. This RFP does not commit the City to pay any costs incurred in the preparation of a proposal in response to this request artist or muralist agrees that all costs incurred in developing this proposal are the artist or muralist's sole responsibility.
- f. The City reserves the right to award an agreement at this time for all or only some of the services requested.

## **VIII. PROJECT ADMINISTRATION**

Project Lead: Theresa de la Vega, Management Analyst II  
Innovation and Economic Development Department  
[tbdelavega@livermoreca.gov](mailto:tbdelavega@livermoreca.gov)

Additional Contacts: Allen McFarland, Management Analyst II  
Leng Kutil, Management Analyst I  
Commission for the Arts Staff Liaisons  
Livermore Public Library  
[arts@livermoreca.gov](mailto:arts@livermoreca.gov)

## **IX. WAIVER**

By submitting a response to this RFP, each artist or muralist expressly waives any and all rights that it may have to object to, protest or seek legal remedies whatsoever regarding any aspect of this request, the City's selection of the top artist/s or muralist/s, the City's rejection of any or all responses, and any subsequent agreement that might be entered into as a result of this request.

Exhibit A- Sample Purchase Order



City of Livermore  
1052 S. Livermore Avenue  
Livermore, CA 94550

Purchase Order

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THIS NUMBER MUST APPEAR ON ALL INVOICES,  
PACKAGES, AND SHIPPING PAPERS.

Bill To  
Reference Ship To Address

Ship To  
City of Livermore - CDD  
1052 S. Livermore Avenue  
Livermore, CA 94550

Purchase Order Number  
  
Purchase Order Date 02/04/2025  
  
Department ENGINEERING

Vendor

VENDOR PHONE NUMBER	VENDOR EMAIL	VENDOR NUMBER	REQUISITION NUMBER	BUYER NAME	DELIVERY REFERENCE
		114137	25185	Khaled Sawan	
NOTES					

Synchro 12 - License  
The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading

ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1					

Authorized Signature

Total Ext. Price

Purchase Order Total

## Terms and Conditions Exhibit A

1. NO SUBSTITUTIONS accepted without approval of Purchasing Specialist.
2. Prices must be F.O.B. destination. DO NOT ship collect.
3. The City of Livermore is EXEMPT from payment of FEDERAL EXCISE TAX under Chapter 32, IRS Code. Items are for the exclusive use of the City of Livermore and not for resale unless otherwise stated.
4. The seller assumes all risks in connection with the merchandise ordered until delivery to the City as specified and accepted by the City.
5. Merchandise is subject to inspection and test by the City at the place of destination. If any merchandise is found at any time to be defective or nonconforming, the City, in addition to all other rights, shall have the right, in whole or in part, to reject and return the merchandise at Seller's expense and to receive full credit for it, or to require its replacement without additional cost to the City.
6. The City may terminate this agreement and be relieved of the payment for any consideration if the contractor fails to perform the terms of this contract at the time and in the manner required. In the event of such termination, the City may proceed with the work in any manner deemed proper by the City. The cost to the City shall be deducted from any sum due the contractor under this agreement, and the balance, if any, shall be paid to the contractor upon demand.
7. All materials by purchase order and/or contract must comply with all federal, CAL-OSHA, and local safety rules and regulations.
8. The billing terms/cash discount available to the buyer shall begin on the date of acceptance of the merchandise or on the date of receipt of invoice, whichever is later.

### Additional Terms for Service Contracts

1. Services by Provider: Provider shall perform services in a manner commensurate with the highest professional standards by qualified and experienced personnel.
2. Independent Parties: Provider and its employees are independent contractors and not employees of the City. Provider is responsible for any required payments on behalf of its insurance or other benefits.
3. Permits & License Compliance: Provider shall maintain all appropriate permits, licenses and certificates that may be required under this contract. Provider shall comply with all federal, state, and local law in its performance under this contract.
4. Termination: If provider fails to perform at the time and in the manner required by this contract, the City may terminate the contract by giving written notice to provider and paying the reasonable and proportionate amount for services already provided.
5. Reports: Every document prepared under this contract is the exclusive property of the City. No information prepared under this contract may be made available to any individual or organization without the City's prior approval.
6. Hold Harmless: Provider shall indemnify, defend, and hold harmless the City, its officers, employees, agents, and volunteers from and against all claims, damages, losses, and expenses, herein, caused in whole or in part by any negligent act or omission of the consultant, subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except where caused by the sole negligence and willful misconduct of the City.
7. Insurance: Provider shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the provider, its agents, representatives, or employees.
8. The General Liability and Auto Liability policies are to contain or be endorsed to name the City, its officers, officials, employees, and designated volunteers as additional insureds respects liability arising out of the activities performed in connection with this contract. The Contractor's coverage shall be primary and shall apply separately to each insured against who claim is made or suit is brought, except with respect to the limits of the insurer's liability. Contractor shall furnish the City original Certificates of Insurance and endorsements (affecting coverage required by this clause) signed by a person authorized to bind coverage on its behalf. Insurance is to be placed with insurers with a current A.M Best rating of not less than A:VII if the insurance company is licensed to do business in the State of California. If not, the insurance company shall have an AM Best rating of not less than A+:X. A waiver of subrogation is required for Workers' Compensation Insurance. The endorsements are to be received and approved by the City before work commences.

### Miscellaneous Provisions:

**Waiver:** City's waiver of a breach of term is not deemed a waiver of any subsequent breach of the same term.

**Cost of Litigation:** If legal action is necessary to enforce this contract, the prevailing party is entitled to receive all costs and expenses including reasonable attorney's fees and reasonable costs of arbitration or litigation.

**Entire Contract:** This is the entire contract. Any modification must be in writing and signed by all parties.

## EXHIBIT B

### INSURANCE REQUIREMENTS

#### **Minimum Scope and Limits of Insurance**

Artist shall maintain limits no less than:

1. Commercial General Liability, including operations, products and completed operations, as applicable:  
**\$1,000,000/\$2,000,000** aggregate per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability or other form of insurance with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Workers' Compensation and Employer's Liability:  
Statutory limits as required by the State of California including **\$1,000,000** Employers' Liability per accident, per employee for bodily injury or disease. A waiver of subrogation is required for Workers' Compensation insurance. If Artist is a sole proprietor, then they must sign "Contractor Release of Liability".

#### **Deductibles and Self-Insured Retention**

All self-insured retentions (SIR) must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any self-insured retention (SIR) provision shall provide, or be endorsed to provide, that the SIR may be satisfied by either the named insured or the City of Livermore. The City of Livermore reserves the right to obtain a full certified copy of any insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.

#### **Acceptability of Insurers**

Insurance is to be placed with insurers with a current A.M. Best rating of no less than A: VII and accepted to do business in the State of California, unless otherwise acceptable to the City of Livermore.

#### **Other Insurance Provisions**

The general liability policy shall contain, or be endorsed to contain, the following provisions:

1. The City of Livermore, its officers, officials, employees, and designated volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the Artist. The coverage shall contain no special limitations on the scope of protection afforded to the City of Livermore, its officers, officials, employees, or volunteers.
2. The limits of insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess insurance. The additional insured coverage under the Artist's policy shall be primary and non-contributory and will not seek contribution from the City's insurance or self-insurance and shall be at least as broad as ISO Form CG 20 10 04 13.

Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the City of Livermore before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

3. Any failure to comply with reporting or other provisions of the policy, including breaches of warranties, shall not affect coverage provided to the City of Livermore, its officers, officials, employees, or volunteers.
4. The Artist's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party before expiration of the policy unless notice is delivered in accordance with policy provisions.
6. It shall be a requirement under this agreement that any available insurance proceeds broader than, or in excess of, the specified minimum insurance coverage requirements and/or limits shall be available to the additional insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named Insured; whichever is greater.
7. Certificate Holder section of the insurance certificate should read: City of Livermore, 1052 S. Livermore Avenue, Livermore, CA 94550

### **Verification of Coverage**

Artist shall furnish certificates of insurance and endorsement(s) effecting coverage to the City of Livermore for approval. The endorsements shall be on forms acceptable to the City of Livermore. All certificates and endorsements are to be received and approved by the City of Livermore before work commences. The City of Livermore reserves the right to require complete and certified copies of all insurance policies required by this Agreement.

## Exhibit C

### Pictures of Livermorium Plaza Utility Boxes

