



CALL *for* ARTISTS

OPEN COMPETITION

Temporary Public Art:
Request for Qualification, Artist
Selection, Conceptual Design and
Artist Workshops

Carlsbad Beach Chairs

Date issued Wednesday, April 8, 2026

Due Sunday, May 10, 2026

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Call for Artists

The City of Carlsbad's Library & Cultural Arts Department seeks to select three (1) artists to enter into agreements to design and create one (1) beach chair artwork each, and one (1) artist to design and create two (2) beach chair artworks which are displayed as a pair, to be placed at select locations throughout the city of Carlsbad, California. These site-integrated public artworks will take the form of artist-designed oversized beach chairs measuring approximately 4'D x 4'W x 6'H made of water-jet-plywood. The chairs will be provided by the city.

Artwork should reflect the unique character of its selected site, drawing inspiration from the location's history, natural environment, landscape, surrounding community and likely visitors. The artwork should celebrate Carlsbad's coastal identity while creating welcoming and visually engaging spaces for residents and visitors to gather, relax and experience the city's public places.

Selected artists will be tasked with designing and applying artwork to these chairs and are also required to host two (2) one-hour interactive art activities near the chair's location. The artist-led activity should engage the public and complement the theme, inspiration, or story behind the artwork within three (3) months of the installation. Artists who are not selected will be placed on a shortlist for consideration in future beach chair temporary art projects.

Project Description

Overview

The City of Carlsbad's Library & Cultural Arts Department seeks to qualify four (4) artists to enter into agreements to design and create custom surface artworks on one (1) or two (2) oversized beach chairs measuring 4'D x 4'W x 6'H. Each selected artist will develop and apply an original design to the chair and will also host two (2) one-hour interactive art activity near the chair's location that engages the public and complements the theme or inspiration of the artwork. Artists who are not selected will be placed on a shortlist for consideration in future beach chair temporary art projects.

These oversized beach chairs are part of the [Temporary Public Art Collection](#), which includes five chairs distributed across the city's four City Council districts. The chairs are constructed from water-jet plywood that has been sanded and primed. Contractors are responsible for all services related to any additional surface preparation, painting and sealing of the chair, providing all necessary supplies.

The city will supply the oversized beach chairs in a prepared and primed condition, and artists must use the designated sealant paint. The pick-up date and time for the chairs will be arranged and agreed upon with the City's Cultural Arts Manager or their designee.

Artist shall be responsible for the delivery of the chair to the arranged and agreed upon location with the City's Cultural Arts Manager or their designee. Installation, placement, or mounting of the chair at the delivery location shall not be the responsibility of the Artist.

Background

The Carlsbad Beach Chair project is a temporary art installation initiated by the City of Carlsbad's Library & Cultural Arts Department. This project aims to enhance the awareness of both local and regional artists while increasing the visibility of the arts within Carlsbad. These temporary art experiences are designed

to reflect current artistic trends, ignite curiosity, and encourage ongoing dialogue about the role of “art in daily life.” This initiative aligns with the city’s Arts & Culture Master Plan.

As an integral part of the city’s temporary public art program, five artistically designed chairs have been strategically placed throughout the city’s four City Council districts. The primary objective of this program is to bolster the awareness of local and regional artists and to elevate the arts’ visibility in Carlsbad.

The first Carlsbad Beach Chair was unveiled on Sunday, August 11, 2019, in Carlsbad Village, located near the fountain in the city’s District 1, at the corner of Grand Avenue and State Street. This chair was designed and constructed by local artist Michael Stutz, with artwork created by Ron Juncal.

Following this initial installation, the remaining four chairs were placed in 2022. Christopher Polentz’s “The Island of Professor P” chair is located at Calavera Hills Community Park. Betsy Schulz’s "A Lounge for Land and Sea," can be found at Batiquitos Lagoon, south of the Nature Center at 7380 Gabbiano Lane. Ron Juncal’s "Double Bubble" is located at the intersection of State Street and Grand Avenue. Finally, Nan Coffey’s "Art All Over" is situated in the Dove Library Children’s Garden installed in 2024. These installations collectively contribute to the vibrant and dynamic cultural landscape of Carlsbad.

Budget

Date	
First Payment	A payment of \$1,000 due upon the execution of the Agreement.
Second Payment	A payment of \$1,000 due upon the approval of the artwork design by Arts Commission and City Council. Artists will be required to present their design at both meetings.
Third Payment	A payment of \$3,000 due upon acceptance of Carlsbad Beach Chair’s Artworks by Cultural Arts Manager or designee and the chairs positioned at Recipient’s site. Artist responsible for the final sealant placed on Artworks.
Fourth Payment	A payment of \$1,000 due upon completion of the two (2) interactive art activities led by the artist for the public.

Summarized Costs

Artwork, Carlsbad Beach Chair	Workshop
\$5,000 per chair	\$1,000 for two public interactive art activities led by the artist

Project Schedule

Date	Activity
	Release of Call for Artists.
May 10, 2026 at 11:59 p.m.	Application Deadline: applications must be submitted electronically to arts@carlsbadca.gov by 11:59 p.m.
May 11 - 13, 2026	Notifications will be sent out. Artists selected to advance in the process will be required to deliver a three-minute presentation at the May 15, 2026 Public Art Advisory Committee meeting.
May 15, 2026 at 5:30 p.m.	Public Art Advisory Committee convenes for artist selection. City Council Chamber: 1200 Carlsbad Village Dr. Carlsbad, CA 92008
<i>Tentative for May 21, 2026 at 5:30 p.m.</i>	Secondary date for Public Art Advisory Committee convenes for artist selection – if necessary. <i>*Artists may be selected during the primary date. Artist attendance is not required.</i>

May 18, 2026	Notifications to selected artists.
Dates to be determined during the contract process and upon confirmation of the chair location.	Execution of contract (Exhibit A).
	Presentation to Arts Commission and City Council for approval of artwork design. Dates will differ for both meetings.
	Application and completion of approved artwork.
	Delivery and Installation of Carlsbad Beach Chair at agreed upon identified location.

Timeline Acknowledgement

This project will be implemented in phases over the course of approximately one year, based on the selection and preparation of chair locations throughout the city. While four artists will be selected and contracted at the outset, the timeline for each individual chair installation may vary depending on site readiness and project scheduling. Selected artists must acknowledge that their specific project phase may not begin until up to one year after the execution of their contract with the City.

About the City of Carlsbad

The Carlsbad is a coastal community in northern San Diego County with a population of roughly 115,000 residents. Despite its growth, it continues to embrace its identity as a “village by the sea,” maintaining a small-town coastal character. Once heavily dependent on agriculture, Carlsbad has evolved into a thriving tourist destination and a hub for diverse commercial and industrial enterprises. Its strategic location between San Diego and Los Angeles, combined with its scenic coastline, fertile land, and mild climate, has contributed to its lasting appeal and development, while supporting a community known for its beautiful beaches, lagoons, preserved open spaces, world-class resorts, family-oriented attractions, well-planned neighborhoods, and a vibrant business sector.

Arts and Culture in Carlsbad

Established in 1986, the City of Carlsbad’s [Cultural Arts office](#) provides cultural services throughout the community and collaborates with numerous partners to support arts programming and engagement. Among its most popular programs are the TGIF Concerts in the Parks, a free summer music series, and the William D. Cannon Art Gallery, which presents exhibitions by local, regional, and international artists. Today, the city recognizes the importance of a vibrant arts and culture sector as a vital part of community life and as a contributor to the region’s growing creative economy.

In June 2018, the City Council approved the [Arts & Culture Master Plan](#), reaffirming Carlsbad’s commitment to high-quality programs, dedicated resources, and strong partnerships. The plan expands the role of the Cultural Arts Office beyond arts programming and funding to include broader initiatives that integrate arts and culture into everyday life while supporting the growth of the creative sector. Through this work, the city continues to bring residents together, foster innovative ideas, collaborate with local organizations to strengthen creative capacity, and build connections across city departments and community partners.

The Cultural Arts Office is committed to supporting inclusive arts and cultural programming that encourages the participation and representation of diverse communities, including individuals of varying abilities, ages, ethnicities, races, gender identities, religious or spiritual beliefs, sexual orientations,

socioeconomic backgrounds, and veteran status.

Art in Public Places

The city's public art program has a prominent and significant history. The city's [Art in Public Places Program](#) integrates art and the vision of artists into the development of public settings by collaborating with local, regional and nationally-known artists to include the values and history of the community into their work.

The goals of the program are:

- To increase the understanding and appreciation of art in public places for Carlsbad residents and visitors.
- To acquire and commission quality and diverse works of art for community enrichment that is site specific and environmentally responsive.
- To encourage participation of diverse socioeconomic and ethnic groups in the art in public places program and process.
- To support and involve artists in developing, collaborating and implementing Carlsbad's public spaces and community development projects.
- To encourage collaboration between artists and architects, landscape architects and civil engineers for public projects.
- To encourage an environment for artistic creativity in Carlsbad and promote Carlsbad as a local, state and national leader in arts, culture and public art.
- To increase awareness of Carlsbad's art in public places activities as an integral component for attracting business and tourism to Carlsbad.

For more information, visit the city's public art program and the city's temporary collection [webpage](#).

Submittal Requirements, Eligibility and Selection Process

The Call for Artists is open to professional artists based in Southern California, with artists based in or with connections to the local community encouraged to apply. Emerging artists are welcome to submit qualifications.

Artists selected to advance in the process will be required to deliver a three-minute presentation at the May 15, 2026 Public Art Advisory Committee meeting. Notifications will be sent out May 11-13, 2026.

Artists will be rated on a total of 100 points, and will be required to submit the following information:

Artist Vitae and Statement of Interest

Description of the artist's interest in the project and how their artistic approach aligns with the goals of the project. The statement should describe the artist's style, materials, and relevant experience, including any work in community or public settings.

[Rating criteria weight: 30 points]

Artist Portfolio

A minimum of three (3) and up to six (6) samples of past work, including an annotated image list stating the title of the piece, year complete, commissioning body, project budget, date, medium and dimensions. Examples may include public art, studio work, community-based projects, or other relevant creative work.

[Rating criteria weight: 40 points]

Work Experience and Working within the Public Sector

Provide a short summary (no more than 200 words) describing relevant professional or artistic experience, including any previous public art projects valued at \$2,500 or more, community-based work, exhibitions, or collaborative projects. Emerging artists without prior public art commissions are encouraged to highlight transferable experience.

[Rating criteria weight: 25 points]

Project Schedule and Value-Added Offerings

Estimated schedule for completion of work for the proposed project. Value-added offerings describe how the artist will provide the best value to the City of Carlsbad. Value-added offerings could include rates, specialized expertise, project management approach to increase efficiency, familiarity with the City of Carlsbad or other ways you will ensure maximum value for dollars spent.

[Rating criteria weight: 5 points]

Only complete and final submissions following the requirements outlined in this document will be considered and moved forward to the next step for consideration. Artists will be asked to submit materials to be reviewed, considered and evaluated by the Public Art Advisory Committee. The Public Art Advisory Committee is an in-person, public notice meeting, comprised of city Arts Commissioners, arts professional(s) and community members.

This Call for Artists Qualifications process does not involve the artist preparing any specific ideas based or proposed design concepts for their submission materials. Once an artist is selected, then they will enter into a Professional Services Agreement and it's at that time the site-specific artistic proposals for the project are developed after location site are determined and allocated with city staff.

The selection process will take place in multiple steps:

- City staff will conduct a preliminary review of all submitted applications to confirm eligibility and completeness. Only applications that meet the submission requirements will move forward for further consideration.
- The Public Art Advisory Committee will review, consider and evaluate the artist application submission materials.
- Based on the evaluation of submitted materials, the Public Art Advisory Committee will identify the highest ranked artist and make a recommendation for selection.
- The selected artist will enter into an agreement (Exhibit A) with City of Carlsbad.
- Following location assignments, the artist will present the design to the Carlsbad Arts Commission. Once the design is reviewed and approved, the artist will present it to the City Council. Upon City Council approval, the artist will proceed with the installation of the design in accordance with the terms outlined in Exhibit A.

Additional Considerations

The artist will be selected based on the following criteria:

- Quality of concept, design and craftsmanship of past works
- Visual and technical sophistication
- Creativity of approach of past work
- Ability to produce durable outdoor art
- A proven ability to coordinate and collaborate with city staff and project design professionals
- Consider communities' artistic and cultural expressions and feedback by including them in the process
- Demonstrate sensitivity and awareness of community character, input and concerns
- Ability to communicate effectively
- Demonstrated ability to complete projects on time and within budget
- Ability to work in a public environment with multiple project members on a condensed and aggressive time frame
- Portfolio review

Application submissions will be ranked based on a weighted scoring system.

Criteria	Weight
Artist experience, qualifications, statement of interest	30 points
Artist portfolio featuring past public art projects	40 points
Examples working within public sector and references. Documentation of two or more public art commissions over \$2,500 per project, materials costs, rates and other costs	25 points
Estimated project schedule and value-added offerings	5 points

Conflict of Interest

No person performing services for the city, in connection with the establishment of any agreements or any projects resulting from this solicitation, shall have a financial or other personal interest other than employment or retention by the city in any contract or subcontract in connection with this solicitation or any resulting project. No officer or employee of such person retained by the city shall have any financial or other personal interest in the resulting project, unless such interest is openly disclosed upon the public records of the city and such officer, employee, or person has not participated in the acquisition of such property for or on behalf of the city.

Submission of Materials

Submittals for the Call for Artists Qualifications shall be 8.5 x 11 inch, 11-point font or larger, 1.15 space between lines, and maximum twenty (20) pages total in length. Four (4) to ten (10) images may be placed onto the document. Document to be bundled into a single .PDF format for final submission. Each page within the submission should be labeled with your name and contact information at the header.

Email submission materials to: arts@carlsbadca.gov

Subject line: Carlsbad Beach Chairs, Call for Artist Qualification Submission, Your Name

Deadline for submissions: Sunday, May 10, 2026 at 11:59 p.m. PST

Notification of Results

Artists will be notified of the Public Art Advisory Committee's decision by email. The City of Carlsbad reserves the right not to select any of the submissions.

We're here to help:

City of Carlsbad, Cultural Arts office

Krystal Roa, Program Manager

E: krystal.roa@carlsbadca.gov

T: 442-339-5611

Exhibit A: Professional Services Agreement

**AGREEMENT FOR ORIGINAL CUSTOM ARTWORK FOR OVERSIZED BEACH CHAIR
AND PUBLIC ART ACTIVITY SERVICES
[ARTIST NAME]**

THIS AGREEMENT is made and entered into as of the _____ day of _____, 2025, by and between the City of Carlsbad, California, a municipal corporation ("City") and [ARTIST NAME], a California corporation, ("Contractor") (collectively, the "Parties").

RECITALS

- A. City requires the professional services of an artist to create original custom art, "Artwork" on oversized beach chairs, and host artist-led activities near the chair's location to engage the public.
- B. Contractor has the necessary experience in providing professional services and advice related to Artwork experience and qualifications.
- C. Contractor has submitted a proposal to City and has affirmed its willingness and ability to perform such work.

NOW, THEREFORE, in consideration of these recitals and the mutual covenants contained herein, City and Contractor agree as follows:

1. SCOPE OF WORK

City retains Contractor to perform, and Contractor agrees to render, those services (the "Services") that are defined in attached Exhibit "A," which is incorporated by this reference in accordance with this Agreement's terms and conditions.

2. STANDARD OF PERFORMANCE

While performing the Services, Contractor will exercise the reasonable professional care and skill customarily exercised by reputable members of Contractor's profession practicing in the Metropolitan Southern California area, and will use reasonable diligence and best judgment while exercising its professional skill and expertise.

3. TERM

The term of this Agreement will be effective for a period of eighteen (18) months from the date first above written. The City Manager may amend the Agreement to extend it for one (1) additional one (1) year or parts thereof. Extensions will be based upon a satisfactory review of Contractor's performance, City needs, and appropriation of funds by the City Council. The parties will prepare a written amendment indicating the effective date and length of the extended Agreement.

4. TIME IS OF THE ESSENCE

Time is of the essence for each and every provision of this Agreement.

5. COMPENSATION

The total fee payable for the Services to be performed during the initial Agreement term shall not exceed [total amount written] (\$XXX.XX). No other compensation for the Services will be allowed except for items covered by subsequent amendments to this Agreement. If the City elects to extend the Agreement, the amount shall not exceed [total amount written] (\$XXX.XX) per Agreement. Payment terms are NET 30

unless provided otherwise in Exhibit "A." The City reserves the right to withhold a ten percent (10%) retention until City has accepted the work and/or Services specified in Exhibit "A."

Incremental payments, if applicable, should be made as outlined in attached Exhibit "A."

6. STATUS OF CONTRACTOR

Contractor will perform the Services in Contractor's own way as an independent contractor and in pursuit of Contractor's independent calling, and not as an employee of City. Contractor will be under control of City only as to the result to be accomplished, but will consult with City as necessary. The persons used by Contractor to provide services under this Agreement will not be considered employees of City for any purposes.

The payment made to Contractor pursuant to the Agreement will be the full and complete compensation to which Contractor is entitled. City will not make any federal or state tax withholdings on behalf of Contractor or its agents, employees or subcontractors. City will not be required to pay any workers' compensation insurance or unemployment contributions on behalf of Contractor or its employees or subcontractors. Contractor agrees to indemnify City within thirty (30) days for any tax, retirement contribution, social security, overtime payment, unemployment payment or workers' compensation payment which City may be required to make on behalf of Contractor or any agent, employee, or subcontractor of Contractor for work done under this Agreement. At the City's election, City may deduct the indemnification amount from any balance owing to Contractor.

7. SUBCONTRACTING

Contractor will not subcontract any portion of the Services without prior written approval of City. If Contractor subcontracts any of the Services, Contractor will be fully responsible to City for the acts and omissions of Contractor's subcontractor and of the persons either directly or indirectly employed by the subcontractor, as Contractor is for the acts and omissions of persons directly employed by Contractor. Nothing contained in this Agreement will create any contractual relationship between any subcontractor of Contractor and City. Contractor will be responsible for payment of subcontractors. Contractor will bind every subcontractor and every subcontractor of a subcontractor by the terms of this Agreement applicable to Contractor's work unless specifically noted to the contrary in the subcontract and approved in writing by City.

8. OTHER CONTRACTORS

The City reserves the right to employ other Contractors in connection with the Services.

9. INDEMNIFICATION

Contractor agrees to defend (with counsel approved by the City), indemnify, and hold harmless the City and its officers, elected and appointed officials, employees and volunteers from and against all claims, damages, losses and expenses including attorneys fees arising out of the performance of the work described herein caused by any negligence, recklessness, or willful misconduct of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

If Contractor's obligation to defend, indemnify, and/or hold harmless arises out of Contractor's performance as a "design professional" (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, Contractor'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 Contractor, and, upon Contractor obtaining a final adjudication by a court of competent jurisdiction. Contractor's liability for such claim, including the cost to defend, shall not exceed the Contractor's proportionate percentage of fault.

The parties expressly agree that any payment, attorney's fee, costs or expense City incurs or makes to or on behalf of an injured employee under the City's self-administered workers' compensation is included as a loss, expense or cost for the purposes of this section, and that this section will survive the expiration or early termination of this Agreement.

10. INSURANCE

Contractor will obtain and maintain for the duration of the Agreement and any and all amendments, insurance against claims for injuries to persons or damage to property which may arise out of or in connection with performance of the services by Contractor or Contractor's agents, representatives, employees or subcontractors. The insurance will be obtained from an insurance carrier admitted and authorized to do business in the State of California. The insurance carrier is required to have a current Best's Key Rating of not less than "A-:VII"; **OR** with a surplus line insurer on the State of California's List of Approved Surplus Line Insurers (LASLI) with a rating in the latest Best's Key Rating Guide of at least "A:X"; **OR** an alien non-admitted insurer listed by the National Association of Insurance Commissioners (NAIC) latest quarterly listings report.

10.1 Coverages and Limits. Contractor will maintain the types of coverages and minimum limits indicated below, unless Risk Manager or City Manager approves a lower amount. These minimum amounts of coverage will not constitute any limitations or cap on Contractor's indemnification obligations under this Agreement. City, its officers, agents and employees make no representation that the limits of the insurance specified to be carried by Contractor pursuant to this Agreement are adequate to protect Contractor. If Contractor believes that any required insurance coverage is inadequate, Contractor will obtain such additional insurance coverage, as Contractor deems adequate, at Contractor's sole expense. The full limits available to the named insured shall also be available and applicable to the City as an additional insured.

10.1.1 Commercial General Liability (CGL) Insurance. Insurance written on an "occurrence" basis, including 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 or the general aggregate limit shall be twice the required occurrence limit.

10.1.2 Automobile Liability. (if the use of an automobile is involved for Contractor's work for City). \$2,000,000 combined single-limit per accident for bodily injury and property damage.

10.1.3 Workers' Compensation and Employer's Liability. Workers' Compensation limits as required by the California Labor Code. Workers' Compensation will not be required if Contractor has no employees and provides, to City's satisfaction, a declaration stating this.

10.1.4 Professional Liability. Errors and omissions liability appropriate to Contractor's profession with limits of not less than \$1,000,000 per claim. Coverage must be maintained for a period of five years following the date of completion of the work.

10.2 Additional Provisions. Contractor will ensure that the policies of insurance required under this Agreement contain, or are endorsed to contain, the following provisions:

10.2.1 The City will be named as an additional insured on Commercial General Liability which shall provide primary coverage to the City.

10.2.2 Contractor will obtain occurrence coverage, excluding Professional Liability, which will be written as claims-made coverage.

10.2.3 If Contractor maintains higher limits than the minimums shown above, the City requires and will be entitled to coverage for the higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage will be available to the City.”

10.2.4 This insurance will be in force during the life of the Agreement and any extensions of it and will not be canceled without thirty (30) days prior written notice to City sent by certified mail pursuant to the Notice provisions of this Agreement.

10.3 Providing Certificates of Insurance and Endorsements. Prior to City's execution of this Agreement, Contractor will furnish certificates of insurance and endorsements to City.

10.4 Failure to Maintain Coverage. If Contractor fails to maintain any of these insurance coverages, then City will have the option to declare Contractor in breach, or may purchase replacement insurance or pay the premiums that are due on existing policies in order to maintain the required coverages. Contractor is responsible for any payments made by City to obtain or maintain insurance and City may collect these payments from Contractor or deduct the amount paid from any sums due Contractor under this Agreement.

10.5 Submission of Insurance Policies. City reserves the right to require, at any time, complete and certified copies of any or all required insurance policies and endorsements.

11. BUSINESS LICENSE

Contractor will obtain and maintain a City of Carlsbad Business License for the term of the Agreement, as may be amended from time-to-time.

12. ACCOUNTING RECORDS

Contractor will maintain complete and accurate records with respect to costs incurred under this Agreement. All records will be clearly identifiable. Contractor will allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of records and any other documents created pursuant to this Agreement. Contractor will allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

13. OWNERSHIP OF DOCUMENTS

All work product produced by Contractor or its agents, employees, and subcontractors pursuant to this Agreement is the property of City. In the event this Agreement is terminated, all work product produced by Contractor or its agents, employees and subcontractors pursuant to this Agreement will be delivered at once to City. Contractor will have the right to make one (1) copy of the work product for Contractor's records.

14. COPYRIGHTS

Contractor agrees that all copyrights that arise from the services will be vested in City and Contractor relinquishes all claims to the copyrights in favor of City.

15. OWNERSHIP OF THE ARTWORK

Title to the completed Artwork immediately vests in the City upon completion, along with all rights of ownership, possession and control. Prior to completion of the Artwork, City shall have the right, at its option, to claim ownership, possession and control of the uncompleted portions of the Artwork which are on site.

16. OWNERSHIP OF DOCUMENTS REPRODUCTION RIGHTS

All work product produced by Contractor or its agents, employees, and subcontractors pursuant to this Agreement is the property of City. In the event this Agreement is terminated, all work product produced by Contractor or its agents, employees and subcontractors pursuant to this Agreement will be delivered at once to City. Contractor will have the right to make one (1) copy of the work product for Contractor's records. Subject to the rights granted herein, Contractor retains all rights under the Copyright Act of 1976 (17 U.S.C. §101 et. seq.), as amended from time to time. The Contractor hereby grants the City, royalty free and irrevocable license to make, or cause to be made, photographs and other two-dimensional reproductions of the Artwork for noncommercial purposes. For the purpose of this Agreement, the following are among those deemed to be permissible reproductions for the above cited purposes: reproductions used in City business, advertising, souvenirs, brochures and pamphlets pertaining to the City; reproductions in exhibition catalogues, books, slides, photographs, postcards, posters, calendars, art magazines, art books and art and news sections of newspapers; in general books and magazines not primarily devoted to art; slides and film strips; video; computer websites; and television; as well as in media that shall exist in the future. The City may not re-license the Artwork nor make a full-scale exact duplicate of the Artwork nor alter Artwork by selecting portions without Contractor's consent. The City shall include the Contractor's copyright notice on any reproductions and the Contractor shall include the following words on any reproduction: "An original work commissioned by the City of Carlsbad, California."

17. WARRANTIES

17.1. Warranty of Title. The Contractor represents and warrants that:

- (a) The Artwork is solely the result of the artistic effort of the Contractor.
- (b) The Artwork is unique and original and does not infringe upon any copyright, trademark, service mark or other intellectual property right of any third party.
- (c) The Artwork or a duplicate of the Artwork has not been sold elsewhere.

17.2. Warranty of Quality and Condition. The Contractor represents and warrants that:

- (a) The execution and fabrication of the Artwork will be performed in a workmanlike manner.
- (b) The Artwork, as fabricated and installed, will be free of defects in materials and workmanship, including any defects consisting of "inherent vice" or qualities which cause or accelerate deteriorations of the Artwork.

17.3. Reasonable maintenance of the Artwork will not require procedures in excess of those described in the maintenance recommendations to be submitted by the Contractor to the City along with the design. The warranty of quality and condition shall survive for a period of one year after the final acceptance of the Artwork. The City shall give notice to the Contractor of any observed breach with reasonable promptness. The Contractor shall at the request of the City, and at no cost to the City, cure

reasonable and promptly the breach of any such warranty which is curable by the Contractor and which cure is consistent with professional conservation standards (including, for example, cure by means of repair or refabrication of the Artwork.)

18. REPAIRS

The City will have the right to determine when and if repairs and restorations to the Artwork shall be made.

19. WAIVER OF RIGHTS

The Contractor and City acknowledge that the Contractor may have certain rights under the Federal Visual Artists Rights Act of 1990 ("VARA" 17 U.S.C. § 106A, et seq.). The Contractor acknowledges and understands that if fabrication is performed, the subsequent installation of the Artwork at the site may subject the Artwork to destruction, distortion, mutilation, or other modification due to its removal by the City or its officials, officers, employees, agents, or representatives.

The Contractor and City acknowledge that the Contractor may have certain rights under California Civil Code Section 987 which are not pre-empted by VARA. In consideration of the terms and conditions in this Agreement, the Contractor waives any rights which the Contractor or the Contractor's heirs, beneficiaries, devisees, or personal representatives may have under California Civil Code Section 987 to prevent the removal, destruction, distortion, mutilation, or other modification of the Artwork. Any contracts or written agreements between the Contractor and his/her subcontractors or other artists contributing to the Artwork shall include a waiver of the Contractor's rights under this Agreement.

The Contractor agrees to waive the rights under VARA to prevent the destruction, distortion, mutilation, or other modification of the Artwork.

The Contractor's rights under this Agreement shall cease with the Contractor's death and do not extend to the Contractor's heirs, successors or assigns. In addition, in the event that any element of the Artwork constitutes a public safety hazard, the City has the right to remove the element posing the public safety hazard.

The Contractor, his or her agents, heirs, successors and assigns further agree not to attempt to defeat this waiver by cooperating, encouraging or assisting any organization which seeks to bring an action under these Acts.

20. NOTICES

The name of the persons who are authorized to give written notice or to receive written notice on behalf of City and on behalf of Contractor under this Agreement are:

For City:

Name Craddock Stropes
 Title Cultural Arts Manager
 Dept Library & Cultural Arts
 CITY OF CARLSBAD
 Address 1775 Dove Lane
Carlsbad, CA 92011
 Phone 442-339-2726

For Contractor:

Name _____
 Title _____
 Address _____
 Phone _____
 Email _____

Each party will notify the other immediately of any changes of address that would require any notice or delivery to be directed to another address.

21. CONFLICT OF INTEREST

Contractor shall file a Conflict of Interest Statement with the City Clerk in accordance with the requirements of the City of Carlsbad Conflict of Interest Code. The Contractor shall report investments or interests as required in the City of Carlsbad Conflict of Interest Code.

Yes No

If yes, list the contact information below for all individuals required to file:

Name	Email	Phone Number

22. GENERAL COMPLIANCE WITH LAWS

Contractor will keep fully informed of federal, state and local laws and ordinances and regulations which in any manner affect those employed by Contractor, or in any way affect the performance of the Services by Contractor. Contractor will at all times observe and comply with these laws, ordinances, and regulations and will be responsible for the compliance of Contractor's services with all applicable laws, ordinances and regulations.

Contractor will be aware of the requirements of the Immigration Reform and Control Act of 1986 and will comply with those requirements, including, but not limited to, verifying the eligibility for employment of all agents, employees, subcontractors and consultants whose services are required by this Agreement.

23. CALIFORNIA AIR RESOURCES BOARD (CARB) ADVANCED CLEAN FLEETS REGULATIONS

Contractor's vehicles with a gross vehicle weight rating greater than 8,500 lbs. and light-duty package delivery vehicles operated in California may be subject to the California Air Resources Board (CARB) Advanced Clean Fleets regulations. Such vehicles may therefore be subject to requirements to reduce emissions of air pollutants. For more information, please visit the CARB Advanced Clean Fleets webpage at <https://ww2.arb.ca.gov/our-work/programs/advanced-clean-fleets>.

24. DISCRIMINATION AND HARASSMENT PROHIBITED

Contractor will comply with all applicable local, state and federal laws and regulations prohibiting discrimination and harassment.

25. DISPUTE RESOLUTION

If a dispute should arise regarding the performance of the Services the following procedure will be used to resolve any questions of fact or interpretation not otherwise settled by agreement between the parties. Representatives of Contractor or City will reduce such questions, and their respective views, to writing. A copy of such documented dispute will be forwarded to both parties involved along with recommended methods of resolution, which would be of benefit to both parties. The representative receiving the letter will reply to the letter along with a recommended method of resolution within ten (10) business days. If

the resolution thus obtained is unsatisfactory to the aggrieved party, a letter outlining the disputes will be forwarded to the City Manager. The City Manager will consider the facts and solutions recommended by each party and may then opt to direct a solution to the problem. In such cases, the action of the City Manager will be binding upon the parties involved, although nothing in this procedure will prohibit the parties from seeking remedies available to them at law.

26. TERMINATION

In the event of the Contractor's failure to prosecute, deliver, or perform the Services, City may terminate this Agreement for nonperformance by notifying Contractor by certified mail of the termination. If City decides to abandon or indefinitely postpone the work or services contemplated by this Agreement, City may terminate this Agreement upon written notice to Contractor. Upon notification of termination, Contractor has five (5) business days to deliver any documents owned by City and all work in progress to City address contained in this Agreement. City will make a determination of fact based upon the work product delivered to City and of the percentage of work that Contractor has performed which is usable and of worth to City in having the Agreement completed. Based upon that finding City will determine the final payment of the Agreement.

City may terminate this Agreement by tendering thirty (30) days written notice to Contractor. Contractor may terminate this Agreement by tendering thirty (30) days written notice to City. In the event of termination of this Agreement by either party and upon request of City, Contractor will assemble the work product and put it in order for proper filing and closing and deliver it to City. Contractor will be paid for work performed to the termination date; however, the total will not exceed the lump sum fee payable under this Agreement. City will make the final determination as to the portions of tasks completed and the compensation to be made.

27. COVENANTS AGAINST CONTINGENT FEES

Contractor warrants that Contractor has not employed or retained any company or person, other than a bona fide employee working for Contractor, to solicit or secure this Agreement, and that Contractor 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 of this Agreement. For breach or violation of this warranty, City will 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 the fee, commission, percentage, brokerage fees, gift, or contingent fee.

28. CLAIMS AND LAWSUITS

By signing this Agreement, Contractor agrees that any Agreement claim submitted to City must be asserted as part of the Agreement process as set forth in this Agreement and not in anticipation of litigation or in conjunction with litigation. Contractor acknowledges that if a false claim is submitted to City, it may be considered fraud and Contractor may be subject to criminal prosecution. Contractor acknowledges that California Government Code sections 12650 *et seq.*, the False Claims Act applies to this Agreement and, provides for civil penalties where a person knowingly submits a false claim to a public entity. These provisions include false claims made with deliberate ignorance of the false information or in reckless disregard of the truth or falsity of information. If City seeks to recover penalties pursuant to the False Claims Act, it is entitled to recover its litigation costs, including attorney's fees. Contractor acknowledges that the filing of a false claim may subject Contractor to an administrative debarment proceeding as the result of which Contractor may be prevented to act as a Contractor on any public work or improvement for a period of up to five (5) years. Contractor acknowledges debarment by another jurisdiction is grounds for City to terminate this Agreement.

29. JURISDICTION AND VENUE

This Agreement shall be interpreted in accordance with the laws of the State of California without regard to, or application of, choice of law rules or principles. Any action at law or in equity brought by either of the parties for the purpose of enforcing a right or rights provided for by this Agreement will be tried in a court of competent jurisdiction in the County of San Diego, State of California, and the parties waive all provisions of law providing for a change of venue in these proceedings to any other county.

30. SUCCESSORS AND ASSIGNS

It is mutually understood and agreed that this Agreement will be binding upon City and Contractor and their respective successors. Neither this Agreement nor any part of it nor any monies due or to become due under it may be assigned by Contractor without the prior consent of City, which shall not be unreasonably withheld.

31. THIRD PARTY RIGHTS

Nothing in this Agreement should be construed to give any rights or benefits to any party other than the City and Contractor.

32. ENTIRE AGREEMENT

This Agreement, together with any other written document referred to or contemplated by it, along with the purchase order for this Agreement and its provisions, embody the entire Agreement and understanding between the parties relating to the subject matter of it. In case of conflict, the terms of the Agreement supersede the purchase order. Neither this Agreement nor any of its provisions may be amended, modified, waived or discharged except in a writing signed by both parties. This Agreement may be executed in counterparts.

33. AUTHORITY

The individuals executing this Agreement and the instruments referenced in it on behalf of Contractor each represent and warrant that they have the legal power, right and actual authority to bind Contractor to the terms and conditions of this Agreement.

Executed by Contractor this _____ day of _____, 20_____.

CONTRACTOR
[ARTIST NAME], a California corporation

CITY OF CARLSBAD, a municipal corporation of
the State of California

By:

By:

(sign here)

SUZANNE SMITHSON
Library & Cultural Arts Director
as authorized by the City Manager

(print name/title)

ATTEST:

By:

For SHERRY FREISINGER, City Clerk

(sign here)

By:

(print name/title)

Deputy City Clerk

If required by City, proper notarial acknowledgment of execution by contractor must be attached. If a corporation, Agreement must be signed by one corporate officer from each of the following two groups.

Group A
Chairman,
President, **or**
Vice-President

Group B
Secretary,
Assistant Secretary,
CFO **or** Assistant Treasurer

Otherwise, the corporation **must** attach a resolution certified by the secretary or assistant secretary under corporate seal empowering the officer(s) signing to bind the corporation.

APPROVED AS TO FORM:

For CINDIE K. McMAHON, City Attorney

BY: _____
Deputy City Attorney

EXHIBIT A

SCOPE OF SERVICES AND FEE

City is requesting Contractor to provide original custom Artwork on the surface of one 4'd x 4'w x 6'h oversized beach chair as part of the temporary public art program. Contractor will be required to host two (2) one-hour interactive art activities near the chair's location. The artist-led activity should engage the public and complement the theme, inspiration, or story behind the artwork within three (3) months of the installation.

1. CONTACT INFORMATION

Artist: [NAME], [PHONE NUMBER], [EMAIL ADDRESS]

City:

- Cultural Arts Manager, Craddock Stropes, 442-339-2086, craddock.stropes@carlsbadca.gov
- Program Manager, Krystal Roa, 442-339-5611, krystal.roa@carlsbadca.gov
- Cultural Arts General Phone, 442-339-2090

Email may be the initial preferred method of reaching staff.

2. BACKGROUND

The Carlsbad Beach Chair project is a temporary art installation initiated by the City of Carlsbad's Library & Cultural Arts Department. This project aims to enhance the awareness of both local and regional artists while increasing the visibility of the arts within Carlsbad. These temporary art experiences are designed to reflect current artistic trends, ignite curiosity, and encourage ongoing dialogue about the role of "art in daily life." This initiative aligns with the city's Arts & Culture Master Plan.

As an integral part of the city's temporary public art program, five artistically designed chairs have been strategically placed throughout the city's four City Council districts. The primary objective of this program is to bolster the awareness of local and regional artists and to elevate the arts' visibility in Carlsbad.

The first Carlsbad Beach Chair was unveiled on Sunday, August 11, 2019, in Carlsbad Village, located near the fountain in the city's District 1, at the corner of Grand Avenue and State Street. This chair was designed and constructed by local artist Michael Stutz, with artwork created by Ron Juncal.

Following this initial installation, the remaining four chairs were placed in 2022. Christopher Polentz's "The Island of Professor P" chair is located at Calavera Hills Community Park. Betsy Schulz's "A Lounge for Land and Sea," can be found at Batiquitos Lagoon, south of the Nature Center at 7380 Gabbiano Lane. Ron Juncal's "Double Bubble" is located at the intersection of State Street and Grand Avenue. Finally, Nan Coffey's "Art All Over" is situated in the Dove Library Children's Garden installed in 2024. These installations collectively contribute to the vibrant and dynamic cultural landscape of Carlsbad.

3. ARTWORK: DESIGN & DELIVERABLES

3.1. Transportation. The Contractor is responsible for the pickup and delivery of the chair to and from the location specified in writing by the Cultural Arts Manager or their designee.

3.2. Artwork Design. Contractor will provide a design that should reflect the unique character of its selected site, drawing inspiration from the location's history, natural environment, landscape, surrounding community and likely visitors. The artwork should celebrate Carlsbad's coastal identity while creating welcoming and visually engaging spaces for residents and visitors to gather, relax, and experience the city's public places.

After review and approval, the Artists shall present to Arts Commission for approval of the final design. If the Arts Commission rejects the Final Design, Contractor may present a second final design within 45 days ("Replacement Design"). City will notify Contractor of the City Council's decision on the Replacement Design. If the Replacement Design is rejected, the Agreement will Docusign terminate, no further work will be performed, Contractor will be compensated as stated in Section 7 "Payment Schedule & Terms," and all materials will be returned to Contractor.

Upon approval of the Arts Commission, the Artist shall present to City Council the recommended design.

Contractor will represent designs through drawings, renderings, video and/or physical models, which will be shared with the public and during the approval process described in this Section.

3.3. Protective Coating and Graffiti-Resistant Materials. All paints, coatings, and materials used in the Artwork and on the entire surface of the oversized beach chair shall be suitable for continuous outdoor exposure and daily public interaction. Materials shall be durable, weather-resistant, UV-stable, and appropriate for surfaces subject to handling, environmental conditions, and potential vandalism, including graffiti.

Upon completion of the Artwork, the Contractor shall apply a clear coat sealant over the Artwork and the entire surface of the oversized beach chair to protect the Artwork and structure from outdoor conditions. The sealant shall be specifically designed for outdoor applications and shall provide protection against weather, ultraviolet exposure, and graffiti where feasible.

The clear coat sealant shall be selected by the Contractor and must be recognized as appropriate for sealing and protecting painted artwork in outdoor public environments. The selected sealant shall be applied in accordance with the manufacturer's specifications and shall be expected to maintain its protective qualities under normal outdoor conditions for a period of approximately three (3) to four (4) years.

3.4. Chair Maintenance. After the chair has been accepted by the City, the Contractor will perform one maintenance visit to verify wear and tear of the oversized beach chair. This visit should occur six to twelve months post installation. All findings shall be communicated in writing to the City's Cultural Arts Manager or designee.

4. MARKETING & IN-PERSON OPPORTUNITIES

Contractor will be available to participate in in-person programming such as tours and discussion of Artwork, audio, and/or on-camera interviews and any media opportunity. All programming be coordinated in advance with the City's Cultural Arts Manager or designee and shall constitute "work made for hire" under the United States Copyright Act of 1976 [17 U.S.C. §§ 101, et seq.] and any other applicable law.

City reserves the right to audio and/or video record and to reproduce and distribute any lecture, reading or speaking engagement, and musical concert or musical performance performed under this Agreement as virtual programming. City may retain the recording in its files, may replay the recordings for its employees and the public, including the right to post, replay, or broadcast the recordings on the City's YouTube channel, the City's cable channel, the City's Library Facebook Live account, and other similar City internet-based platforms, and may make the recording available for non-circulation use at its library

facilities. City shall not sell the recording. City shall provide a copy of the recording to the Contractor, upon the Contractor's request.

4.1. Press Kit. Upon execution of Agreement, the Contractor agrees to provide a high-resolution image of self (headshot preferred) and written biography (up to 300 words) as well as four (4) to five (5) high resolution images of Artwork being shown in the City. Images shall be delivered to the City's Cultural Arts Manager or designee in electronic form immediately upon the Agreement's execution.

4.2. Warranty of Title. Contractor warrants the authorized agent of the lawful owner or artist of the Artwork and has the authority to enter into this Agreement and to grant the rights to City as set forth in this Agreement. Contractor also warrants that the Artwork(s) is not now or will be subjected to claims of ownership, lien, encumbrance, copyright infringement, or trademark infringement under any state or federal law. Contractor shall indemnify the City, its officers, and employees for all damages related to a claim asserting a violation or claim of violation of this Warranty of Title, including reasonable attorney fees and costs.

5. ARTWORK INSTALLATION, RELOCATION AND DEINSTALLATION

City shall install and exhibit the Artwork. City reserves the right to make the final decision on which items will be included in the placement of the temporary public art Artwork, and the arrangement, relocation and deinstallation of the Artwork.

6. HEALTH & SAFETY

During any health-related pandemic, all activities occurring at City facilities, all Parties must adhere to the guidance from the state, county, and local authorities on health and safety protocols. City staff will inform Contractor of the current guidelines prior to their arrival and entering any City facility. Safety protocols may include, but are not limited to, hand washing, temperature testing, requiring a face covering, and maintaining physical distancing of six feet. The safety protocols may be modified at any time due to changing rules, regulations, or circumstances.

1. PAYMENT SCHEDULE

The City will pay the Contractor at the completion of each of the four different intervals.

Date	
First Payment	A payment of \$1,000 due upon the execution of the Agreement.
Second Payment	A payment of \$1,000 due upon the approval of the artwork design by Arts Commission. Artists will be required to present their design.
Third Payment	A payment of \$3,000 due upon acceptance of Carlsbad Beach Chair’s Artworks by Cultural Arts Manager or designee and the chairs positioned at Recipient’s site. Artist responsible for the final sealant placed on Artworks.
Fourth Payment	A payment of \$1,000 due upon completion of the two (2) interactive art activities led by the artist for the public.

Summarized Costs.

Artwork, Carlsbad Beach Chair	Workshop
\$5,000 per chair	\$1,000 for two public interactive art activities led by the artist

Total amount not to exceed six thousand dollars (\$6,000), based on billable activities.

Invoicing & Payment. All invoices submitted to City shall be sufficiently detailed to include related activities for review and approval by City’s Cultural Arts Manager or designee. Final invoice approval will be completed by City’s Library & Cultural Arts Director or designee.

If, at the expiration or termination of the agreement, if Contractor has not completed any portion of the tasks, Contractor shall refund the remaining portion of the deposit.

