

**COMMISSION AND PROFESSIONAL SERVICES AGREEMENT FOR THE  
DESIGN AND INSTALLATION OF ARTWORK IN THE  
CITY OF SIGNAL HILL**

This Commission and Professional Services Agreement for the Design and Installation of an Artwork in the City of Signal Hill (“Agreement”) is made and entered into this \_\_\_\_ day of \_\_\_\_, 2025 (“Effective Date”) by and between the City of Signal Hill a California municipal corporation and charter city with its principal place of business located at 2175 Cherry Ave, Signal Hill, CA 90755 (“City”), and Victor Ving Fung, Sole Proprietor with his principal place of business located at 590 Douglas Street, Pasadena, CA 91104 (“Artist”). City and Artist are individually referred to herein by name or as “Party” and collectively as “Parties.”

**RECITALS**

**WHEREAS**, City owns Hillbrook Park located at 1865 Temple Ave., Signal Hill, California, 90755, which includes an outdoor brick wall on the northern side of the park near the playground located (“Site”); and

**WHEREAS**, on August 15, 2025, the City issued a request for qualifications/proposal seeking to commission an artist to create an original two-dimensional, site-specific outdoor mural painting to be displayed at the Site (“RFQ”)(attached hereto and incorporated by reference as Exhibit “A”); and

**WHEREAS**, of the proposals submitted in response to the RFQ, the proposals were narrowed to five (5) finalists, of which Artist was selected by the City as the winning proposal (Artist proposal attached hereto and incorporated by reference as Exhibit “B”); and

**WHEREAS**, the City wishes to commission Artist to design and install a mural (“Artwork”) at the Site upon the terms and conditions of this Agreement; and

**WHEREAS**, Artist is in the business of designing and installing artwork, including but not limited to murals, suitable for outdoor display in or upon exteriors of public facilities and buildings; and

**WHEREAS**, the purpose of the Artwork is to foster a sense of community, and commemorate the City’s rich and cultural diversity, create visual artwork that become iconic and recognizable throughout the City.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

**AGREEMENT**

1. **TERM.** This Agreement shall continue in full force and effect for a period commencing on the Effective Date and ending on the date the Artwork is removed, unless earlier terminated in accordance with Section 13 (“Term”).

2. **SCOPE OF ARTIST’S SERVICES.**

a. Subject to the terms and conditions of this Agreement, the City hereby commissions Artist to design and install the Artwork (the “Services”) at the Site. The Services shall include Artist’s furnishing of all supplies, materials, outside expenses, and equipment necessary for the Services. The Services shall be performed in a professional manner, and in strict compliance with all the terms and conditions in this Agreement. Artist shall be responsible for complying with all Federal, State and local laws, ordinances, statutes, and regulations and for obtaining all required licenses, permits, or other similar authorizations applicable to the performance of the Services under this Agreement. Artist shall meet and confer with City representatives in good faith as needed, including attending City meetings, to complete the Services.

b. To the extent reasonably practicable as determined by Artist, and in coordination with City, the Artist shall engage with members of the public during Artist's installation of the Artwork, which shall include but is not limited to describing the design and features of the Artwork to members of the public during Artist's installation of the Artwork. The City may organize events intended to promote, exhibit, and advertise the Artwork. The City will promptly provide advanced notice of the date of such events to the Artist in writing. Artist, shall engage in his best efforts to attend such events at the City's request, and promptly confirm Artist's attendance in writing.

3. **ARTIST'S COMPENSATION.**

a. City will pay Artist the total not to exceed amount of thirty thousand dollars (\$30,000.00) for Services by Artist in accordance with the payment schedule set forth in paragraphs (i)-(ii) of this Section 3(a). City will remit payment, made payable to Greetings Tour Inc., by check to the address indicated in Section 17 'Notices' of this Agreement. Artist shall provide City with Artist's Tax Identification Number and any proof of such number, as requested.

- i. **Initial Payment.** City will remit to the Artist an initial payment of thirty percent (30%) of the not to exceed amount of thirty thousand dollars (\$30,000.00) to pay for Artists' services associated with the preliminary work of the Artwork, that includes but is not limited to: procuring necessary materials and equipment in connection with the Artwork ("Initial Payment").
- ii. **Final Payment.** Upon completion of the Artwork, Artist shall submit a statement to City which indicates the work has been completed ("Notice of Completion"). The statement shall describe the services provided and the final amount due. City shall retain five percent (5%) of the not to exceed amount of thirty thousand dollars (\$30,000.00) payable to Artist pursuant to this Agreement, that shall not be made available to Artist for services rendered under this Agreement, until thirty (30) days after the City's Final Acceptance of the Artwork (as defined below).

4. **DESIGN.**

a. The design of the Artwork ("Design") is attached hereto and incorporated by reference as Exhibit "C". The Design shall take into consideration and incorporate all pertinent material guidelines; Site attributes; maintenance and safety criteria; all State and Federal requirements, including but not limited to the Americans with Disabilities Act ("ADA") and the Uniform Federal Accessibility Standards as published in the Federal Register; and, if applicable, the rules governing national, state and local historic sites.

b. The Design must be able to tolerate and maintain its design integrity through various weather conditions such as winds, rain and direct sunlight. The Artwork must be durable, low-maintenance, resistant to UV damage, graffiti resistant, and suitable for placement on city-owned property. The Site is open to the public for general use and contains a playground. Therefore, the Artwork should be appropriate for public community spaces, family-friendly, and appropriate for all ages. The Design of the Artwork should embody a day in the life of a park representing all walks of life connecting in the shared space. The mural should incorporate Signal Hill's diversity, as well as its essence of unity as a community. Also, colors within the Design must align with the playground.

c. Artist shall complete installation of the Artwork no later than March 31, 2026.

5. **SITE AND INSTALLATION.** City will be responsible for all expenses, labor, and equipment necessary to prepare the Site for the Artwork installation ("Installation"). During Installation, City will ensure the Site is clean and free from obstructions and will advise all other trades people, material people, and workpeople not involved with Installation to remain clear from the area of the Site designated for Installation. Artist and Artist's designated assistant(s) will have free access to such portions of the Site at all reasonable times as needed for Installation. Artist will be responsible for inspecting the Site prior to Installation to verify that the Site has been properly prepared to receive and display the Artwork for the time period provided for by this Agreement. By installing the Artwork, Artist accepts the Site as prepared and in the

condition at the time of such Installation. Artist is responsible for complying with all rules, orders and directives for the Site provided by City, including but not limited to those issued by the City's Public Works and Parks, Recreation and Library Services Department in connection with the Installation of the Artwork at the Site.

6. **FINAL APPROVAL AND ACCEPTANCE.** Upon the City's receipt of Artist's Notice of Completion of the Artwork, City will have a reasonable opportunity to inspect the Artwork for defects and for inconsistencies with the Design or any other provision of this Agreement prior to final approval and acceptance. Upon determining that (i) the Artwork is in conformance with the specifications detailed in this Agreement and its Exhibits; and (ii) Artist is in substantial compliance with the other terms of this Agreement, which City has not waived in writing, City will accept the Artwork ("Final Acceptance"). If, within ten (10) business days from the day Artwork is complete and City is notified in writing that such Installation is complete, City has not raised any objections to the Artwork as installed, the Artwork will be deemed to have received Final Acceptance. If, within ten (10) business days from the day Artwork is complete and City are notified in writing that such Installation is complete, City raises any objections to the Artwork as installed stating that the Artwork or the Installation is defective and/or does not conform in some way to the terms as set forth in this Agreement, Artist will have a reasonable opportunity to cure any defects to the satisfaction of City. In such event, Final Acceptance shall not occur until Artist has cured all such defects to the satisfaction of the objecting Party(ies).

## 7. **REPRESENTATIONS AND WARRANTIES.**

### a. **Artist's Warranties.** Artist warrants that:

i. Artist is the sole author of the Artwork, that Artist is the sole owner of any and all copyrights pertaining to the Artwork or has obtained the appropriate permissions and licenses to incorporate the works of others into the Artwork, and that Artist has the full power to enter into and execute this Agreement.

ii. The Artwork is unique and an edition of one (1) and that Artist will not execute or authorize another party to execute another work of the same or substantially similar design and dimension as the Artwork commissioned pursuant to this Agreement. Artist may create works that use or incorporate various individual art elements that comprise the Artwork, so long as the work using or incorporating such elements (1) does not consist predominantly of such elements (2) is not the same or substantially similar in image, design, dimensions, and materials as the Artwork, and (3) is not displayed in an environment that is the same or substantially similar to the environment in which the Artwork is to be displayed at the Site. Artist warrants that the Artwork does not infringe upon any copyright or rights of any person and is free and clear of any liens or disputes related to property, intellectual or any other rights

iii. The Artwork is fabricated in materials for which the safety and durability has been communicated to City and that the Artwork is designed, fabricated, and installed to last for the duration of the Term.

iv. The Artwork will be free of defects in workmanship and materials. In the event that any defects become apparent in the workmanship or materials within the first six (6) months after the Final Acceptance, Artist will remedy within a commercially reasonable timeframe any such defects at Artist's sole expense.

v. The Artwork will not pose a danger to public health or safety in view of the possibility of misuse, if such misuse in the manner that was reasonably foreseeable at any time during the term of this Agreement.

vi. General routine cleaning will maintain the Artwork within an acceptable standard of public display, taking into consideration foreseeable exposure to foot traffic and general wear and tear.

vii. No person has been employed or retained to solicit or secure this Agreement for commission, percentage, brokerage or contingent fee and that no member of the City has any interest, financially or otherwise in the Artist's business.

b. City's Warranties. City warrants that:

- i. The Site will be prepared for Installation as provided in this Agreement.
- ii. City will inform Artist of any and all requirements for Installation of the Artwork at the Site.

## 8. INTELLECTUAL PROPERTY OWNERSHIP.

a. General. Except as provided in this Agreement, Artist retains all copyrights and other intellectual property interests in the Artwork and in the Design, drawings, sketches, prototypes and other materials for the Artwork except ownership and possession and as otherwise provided in this Agreement. Artist may place a copyright notice on the Artwork and may, at Artist's option, register the copyright with the Library of Congress. Artist's copyright shall not extend to utilitarian aspects of the Artwork such as landscaping, furnishings, or other similar objects. The City and its assigns are not responsible for any third party infringement of Artist's copyright and for protecting the intellectual property rights of Artist. Any registration of a copyright under the State's Register of Copyrights shall be the sole responsibility of the Artist, and the costs of such registration shall be borne by the Artist.

b. Reproductions. Artist hereby grants to and licenses to City the exclusive right to make, and to authorize the making of, photographs and other two-dimensional reproductions of the Artwork for any City related purposes, including, but not limited to, educational, advertising, marketing, public relations, promotion, any documentation of the Artwork or other noncommercial purposes ("License"). This License shall begin as of the date of Final Acceptance and terminate five (5) years thereafter ("License Term"). The License does not include the right to create three-dimensional works or to reproduce the Artwork for merchandising purposes. Unless provided otherwise in this Agreement, any rights to reproduce the Artwork three-dimensionally or to merchandise the Artwork must be established pursuant to a separate agreement with the Artist. To the extent this provision constitutes a transfer of the right to reproduction, this Agreement is intended to be and shall be deemed to constitute the document in writing required by California Civil Code section 982(c). Reproductions by City are not required to contain a credit to Artist, nor any form of copyright notice. Artist is not required to give credit to City in any public showing under Artist's control or in reproductions of the Artwork.

## 9. CREDITS.

a. Label. A label, provided by Artist at Artist's expense, identifying only Artist, the title of the Artwork, and the year the Artwork was completed may be publicly displayed in the area adjacent to the Artwork on a plaque of reasonable dimensions approved by City.

b. Artist's Credit. Subject to the terms of this Agreement, City agrees that all formal references to the Artwork will credit the Artwork to Artist. In so doing, the City may use the Artist's name, likeness, and biographical information in connection with the display and print reproductions of the Artwork.

c. City's Credit. Artist agrees that all formal references to the Artwork will include the following credit line: "From the collection of 'The City of Signal Hill.'"

## 10. MAINTENANCE, REMOVAL, AND WAIVER.

a. City will be responsible for the routine inspection and maintenance of the Artwork at the Site until the Artwork is removed. Except for the two years following Final Acceptance of the Artwork, Artist shall have no right to enforce this obligation to maintain and inspect the Artwork as against City.

b. If the City reasonably determines that the Artwork is in such a state of disrepair so as to be an eyesore, or both, City may authorize the removal (including painting over) of the Artwork without prior approval of the

Artist and Artist hereby waives and releases any claim against the City for such removal. However, if such state of disrepair so as to be an eyesore occurs through no fault of Artist, Artist retains the right to disavow authorship of the Artwork with written notice to the City.

c. If the City reasonably determines that the Artwork is in a state of disrepair, the Artist, shall upon the City's request in writing, perform certain repairs to the Artwork as specified by the City, to restore the Artwork to its original condition, as determined by the City, regardless of the cause of the state of disrepair. However, Artist shall be solely responsible for performing restorative repairs, if the source of disrepair occurs through fault or neglect of the Artist. The Artist shall perform such repairs to restore the Artwork to its original condition, as determined by the City, subject to an agreed upon fee by the Parties.

d. If the City reasonably determines that the Artwork presents imminent harm or hazard to the public, the City may authorize the removal of the Artwork without the prior approval of the Artist and Artist hereby waives and releases any claim against the City for such removal. However, if such event occurs through no fault of Artist, Artist retains the right to disavow authorship of the Artwork with written notice to the City.

e. To the broadest extent allowed by law, Artist and Artist's agents, heirs, successors and assigns hereby waive all rights and claims they may have against the City, their elected officials, board of directors, employees, volunteers, and agents under the Visual Artists' Rights Act ("VARA"), the California Art Preservation Act ("CAPA") and any other local, State, Federal or international laws that convey rights of the same nature as those conveyed under the United States Code and California Civil Code or any other type of moral right protecting the integrity of works of art ("Moral Rights Laws") with respect to the Artwork (see Exhibit "C") and its display, removal from display, exhibition, installation, conservation, storage, alteration and any other activities conducted by the City, their elected officials, board of directors, employees, volunteers, agents, contractors, licensees, successors or assigns. As the Artwork is incorporated into a building such that it cannot be removed from the building without physical defacement, mutilation, alteration, distortion, destruction, or other modification (collectively, "Modification") of the Artwork, Artist waives any and all such claims under any Moral Rights Laws arising out of or against any current or future owners of the site, and its agents, officers and employees, for Modification of the Artwork. City has the absolute right to change, modify, destroy, remove, relocate, move, replace, transport, repair or restore the Artwork, in whole or in part, in City's sole discretion. City has no obligation to pursue claims against third parties for modifications or damage to the Artwork. However, City may pursue claims against third parties for modifications or damage or to restore the Artwork if the work has been modified without the City's authorization. In the event that the City pursues such a claim, it shall notify the Artist, and Artist shall cooperate with the City's efforts to prosecute such claims. This Subsection 10(e) of this Agreement is intended to replace and substitute for all such rights of the Artist.

f. As a material part of the waivers and releases made by this Section 10 of this Agreement, Artist acknowledges by initialing below that Artist has read and waives all rights and protections Artist would otherwise have but for this Section 10 and that are otherwise available to Artist under California Civil Code § 1542, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

\_\_\_\_\_  
Artist's Initials

g. The provisions of this Section 10 shall survive termination or expiration of this Agreement.

11. TRANSFER OF TITLE. Ownership of the Artwork will pass to City upon Final Acceptance.

12. **INSURANCE**. Artist agrees to carry for the duration of this Agreement and any extensions thereof, at Artist's expense, insurance in the kinds and amounts as listed below. The required insurance shall be the primary coverage and cover the Artist and Artist's employees, agents, contractors and subcontractors and the City's insurance will not contribute. Proof of such insurance shall be provided to the City prior to undertaking any work under this Agreement and contain a provision that the policy shall not be canceled or reduced in coverage without thirty (30) days written notice to the City. The Artist must provide proof of renewal or replacement for any policy(s) that expire during the term of the Agreement. Failure of Artist to maintain or provide proof of insurance shall be considered a breach of this Agreement and the City shall have the right to terminate this Agreement without any financial or contractual obligation and reserves the right to select another Artist to complete the Services. Artist shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of City, its officers, agents, employees, and volunteers.

a. General Liability: Commercial general liability with insurance at least as broad as Insurance Services Office for CG 00 01 with a combined single limit of no less than \$1,000,000 dollars per occurrence and \$2,000,000 general aggregate, written on a form acceptable to the City and including protection against claims arising from bodily and personal injury, including death resulting therefrom, broad form property damage, contractual liability and cross liability. If such insurance contains a general aggregate limit, such limit shall apply separately to each project Artist performs for City. Such insurance shall name the City, its appointed and elected officials and its employees as additional insured. The coverage shall not contain any special limitations on the scope of protection afforded the City. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

b. Should the Artist be a sole-proprietor and not subject to Labor Code requirement to maintain workers' compensation insurance. Concurrent with execution of this Agreement, Artist shall submit to the City an Exemption from Workers' Compensation form.

c. Artist shall maintain automobile insurance covering bodily injury and property damage for all activities of the artist arising out of or in connection with work to be performed under this Agreement, including coverage for any vehicle used in the performance of services under this agreement, in an amount not less than \$500,000 Per Each Occurrence for Bodily Injury Liability and not less than \$100,000 Property Damage Liability.

d. Worker's Compensation: Artist shall maintain Workers' Compensation Insurance in accordance with the statutory requirements of the State of California for all employees of the Artist, and Employer's Liability insurance (with limits of at least \$1,000,000).

13. **TERMINATION**. If a Party to this Agreement willfully or negligently fails to fulfill in a timely and proper manner or otherwise violates any of the covenants, agreements, or stipulations materials to this Agreement, another party shall have the right thereupon to terminate this Agreement by giving written notice to the defaulting Party of its intent to terminate and, specifically, the grounds for termination. The defaulting party shall have thirty (30) days after receipt of the notice to cure the default. If default is not cured, this Agreement shall terminate. In the event of City's default, City shall promptly compensate Artist for all Services performed by Artist prior to termination. In the event of Artist's default, all products prepared and submitted or prepared for submission by Artist under this Agreement shall at City's option become City's property; Artist shall not be relieved of liability to City for damages sustained by City by virtue of Artist's breach of this Agreement. In addition, the City shall retain the right to have the Artwork completed; however, the Artist shall retain the copyright in the Artwork to the extent it has become fixed in the applicable medium by the Artist allowing for completion of the Artwork by another party in the event of default, Artist is agreeing to share copyright in the completed work with the completing party.

14. **INDEPENDENT CONTRACTOR**. Artist is furnishing the Services as an independent contractor, and nothing in this Agreement creates any association, partnership or joint venture between the Parties or any employer-employee relationship with City.

15. **INDEMNIFICATION.** Artist shall indemnify, protect, defend and hold harmless the City, their, officials (elected and appointed), employees and agents from and against all liabilities, obligations, losses, damages, judgments, costs or expenses, including attorney's fees, court costs and other litigation costs (collectively "Loss") arising from, in connection with or caused by any personal injury or property damage caused, directly or indirectly, by any act or omission of Artist, or any infringement of patent copyright, trademark, trade secret or other proprietary right caused by Artist or Artist's employees, agents, contractors, or subcontractors, or in connection with the Artwork or this Agreement. The provisions of this Section 15 shall survive termination or expiration of this Agreement.

16. **ASSIGNMENT.** Artist will not assign, transfer or subcontract the creative and artistic portions of the Artwork to another party without the prior written consent of City.

17. **NOTICES.** All notice, submittals, requests, and reports required under this Agreement will be hand delivered or sent by certified mail (with copies via email as practicable) as follows:

For Artist:      Greetings Tour Inc.  
                      590 Douglas Street  
                      Pasadena, CA 91104

For City:        City of Signal Hill  
                      2175 Cherry Ave.  
                      Signal Hill, CA 90755

Notice is deemed to have been received either upon the date recipient signs the return certificate, or five (5) days after the notice is mailed to recipient, whichever is sooner. A change in the designation of the person or address to which submittal, requests, notices and reports will be delivered is effective when the other party has received notice of the change by certified mail. Because there may be situations following the completion of this Agreement pursuant to which City wish to notify Artist, it is Artist's responsibility to ensure that City has current contact information on file for Artist for at least ten (10) years following the Final Acceptance of the Artwork.

18. **GOVERNING LAW; JURISDICTION.** This Agreement and all matters pertaining thereto will be construed and enforced according to the laws of the State of California. Any litigation or other court proceeding shall take place in the state or federal courts located in the State of California, and the Parties will accept the exclusive jurisdiction of these courts. Venue shall be in the County of Los Angeles, California.

19. **ATTORNEY FEES & COSTS.** The prevailing Party in any action or proceeding concerning any claim arising from the breach of this Agreement shall be entitled to receive from the other Party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing Party in connection with such action or proceeding.

20. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the Parties and supersedes all previous agreements in this matter. There are no other written or oral agreements, representations or understandings with respect to the subject matter of this Agreement. This Agreement and its terms may be amended, modified, or waived only by written agreement, signed by the Parties. The persons executing this Agreement on behalf of their respective Parties represent and warrant that they have the authority to do so under law and from their respective Parties.

21. **EXECUTION OF AGREEMENT.** This Agreement may be executed in any number of counterparts each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

***[SIGNATURES ON THE FOLLOWING PAGE]***

**SIGNATURE PAGE FOR COMMISSION AND PROFESSIONAL SERVICES  
AGREEMENT FOR THE DESIGN AND INSTALLATION OF ARTWORK IN  
THE CITY SIGNAL HILL**

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

**CITY OF SIGNAL HILL**

**ARTIST**

*Approved By:*

Carlo Tomaino  
City Manager

*Approved as to Form:*

City Attorney

*Attested By:*

Daritza Perez  
City Clerk

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

EXHIBIT A  
REQUEST FOR QUALIFICATION

**CITY OF SIGNAL HILL  
REQUEST FOR QUALIFICATIONS**

**PROJECT TITLE AND LOCATION**

Hillbrook Park Wall Mural Art Project

Location:

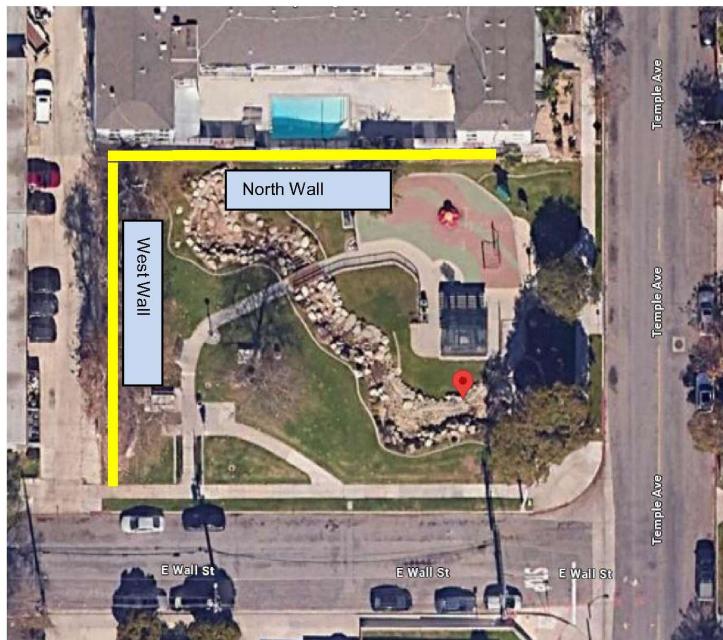
Hillbrook Park  
1865 Temple Ave.  
Signal Hill, CA 90755

Approximate Artwork Size: Height 4'-0" to 5'-0"; Width 40'-0"

Location of Art:

Option #1: Entirely on North Wall (one continuous mural)

Option #2: Partially on North Wall and Partially on West Wall (one continuous mural)



**Figure 1 Hillbrook Park Location of Walls**



Figure 2 Option #1 Mural Location

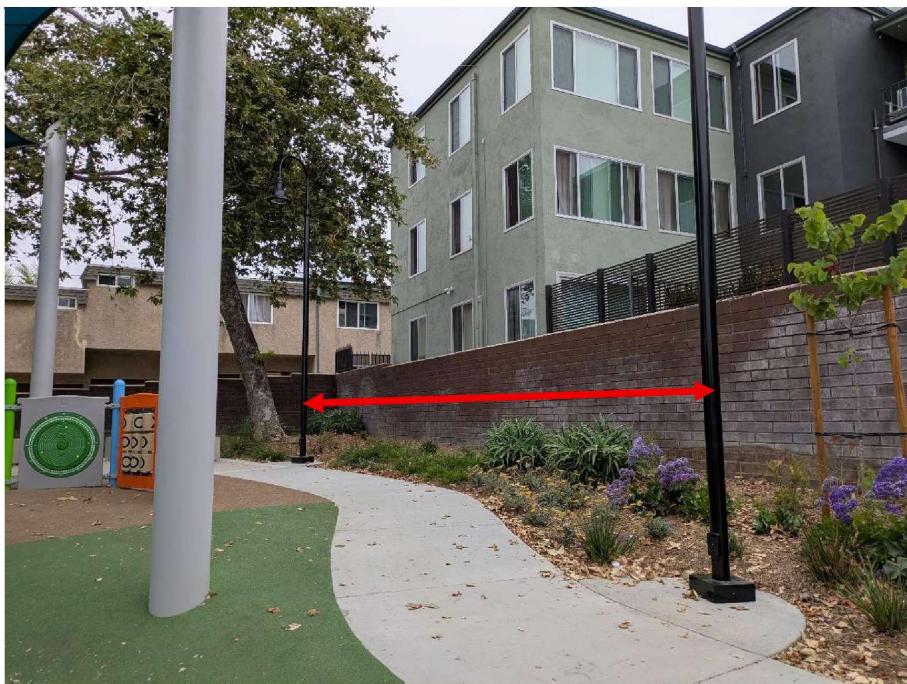
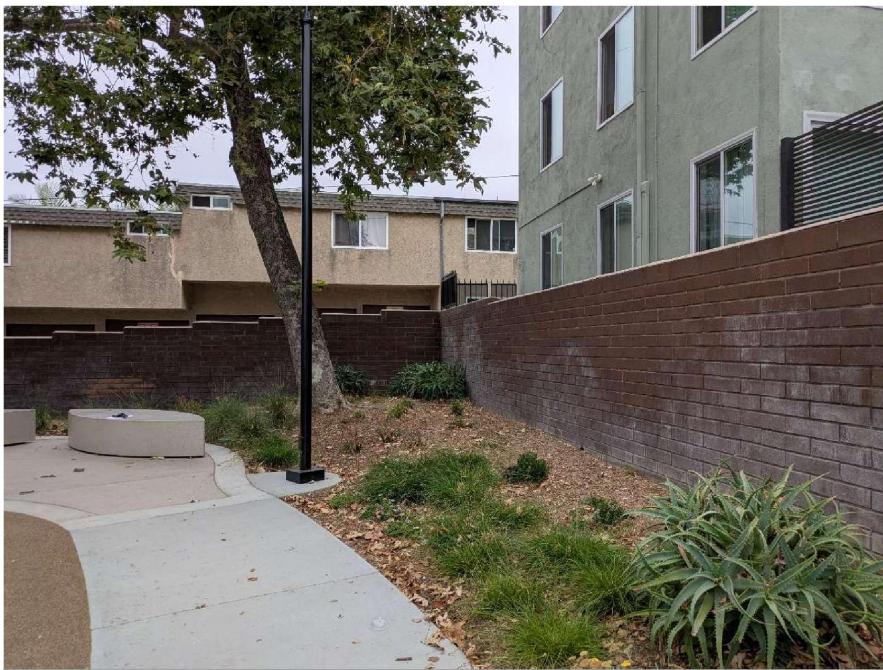


Figure 3 Option #1 Wall Photo



**Figure 4 Option #2 Mural Location**



**Figure 5 Option #2 Wall Photo**

The artwork will be installed at Hillbrook Park either entirely on the north wall of the park (Figure 2) or on the north and west walls (Figure 3) as one continuous mural. With an approximate height of between 4'-0" and 5'-0", as well as a width of 40'-0". The artwork will be installed next to the newly installed park playground which is designed for children ages 5-12 years old. This neighborhood park is utilized frequently by community members of all ages.



**Figure 6 Hillbrook Park (View Looking West)**



**Figure 7 Hillbrook Park (View Looking Northwest)**



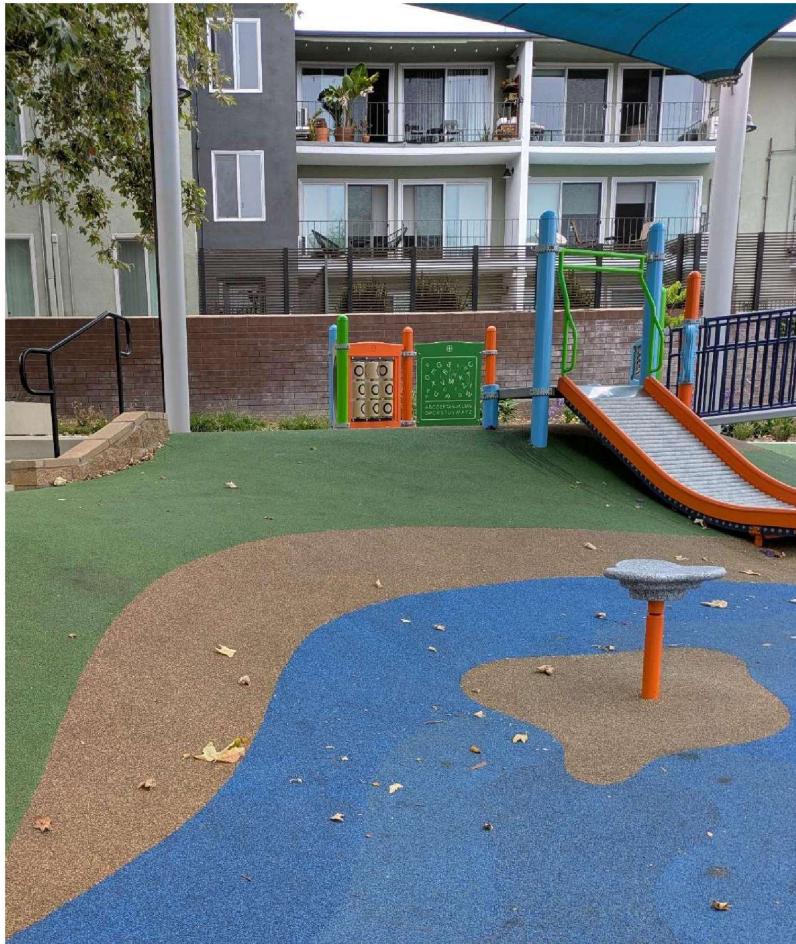
**Figure 8 Hillbrook Park (View Looking Northwest)**



**Figure 9 Hillbrook Park (View Looking North/Northeast)**



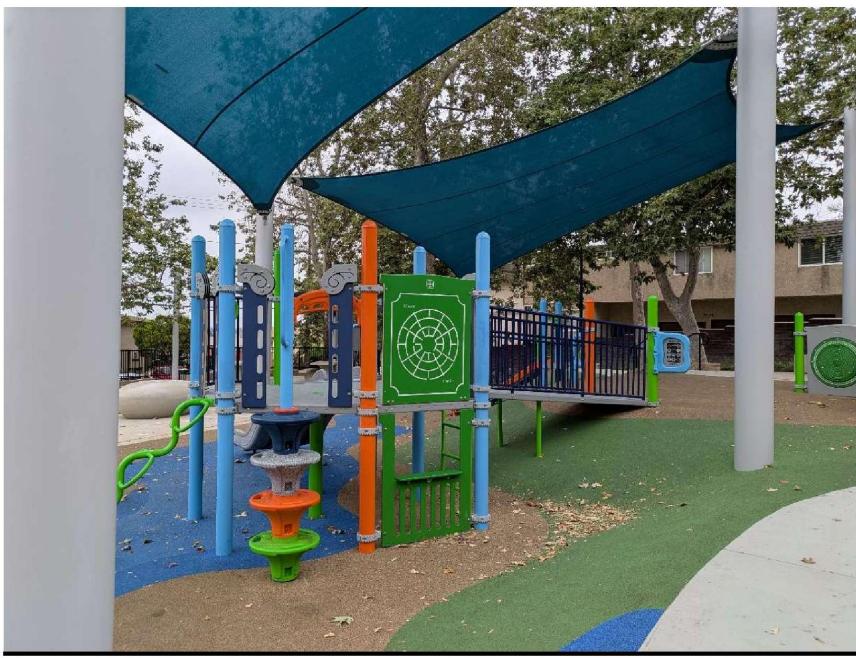
**Figure 10 Hillbrook Park Playground (View Looking North)**



**Figure 11 Hillbrook Park Playground (View Looking North)**



**Figure 12 Hillbrook Park Playground (View Looking East)**



**Figure 13 Hillbrook Park Playground (View Looking South/Southwest)**



**Figure 14 Hillbrook Park Playground (View Looking West/Southwest)**

## **PURPOSE**

The City of Signal Hill is seeking to commission an artist to create an original, two-dimensional, site-specific outdoor mural painting to be displayed on a brick wall at Hillbrook Park next to the playground. The artwork should be appropriate for public community spaces. Colors within the artwork must align with the playground, the images/designs must be family-friendly as determined by the reviewing committee and appropriate for all ages.

The artwork must be durable, low-maintenance, resistant to UV damage, graffiti resistant, and suitable for placement on city-owned property.

## **SUBMITTAL PROCESS**

All interested artists will need to submit packages via the City's electronic bid system, PlanetBids,

Questions regarding the submission should be directed to Alyssa Christenson, Management Assistant, in writing to [achristenson@cityofsignalhill.org](mailto:achristenson@cityofsignalhill.org) by Wednesday, August 20, 2025 at 5:00 p.m.

## **REQUEST FOR QUALIFICATIONS HILLBROOK PARK MURAL ART PROJECT**

### **OVERVIEW**

The City of Signal Hill is issuing this Call for Artists (Request for Qualifications “RFQ”) to artists or artist teams for the design and painting of an outdoor wall mural which will need to be original, two-dimensional, durable, graffiti resistant, UV resistant, low-maintenance, and suitable for placement on city-owned property.

Completion of the project is expected to take place before the end of Spring 2026, subject to weather conditions. The City will work with the artist to set-up a specific timeline.

The reviewing committee will evaluate complete RFQ submittals and will select up to five (5) finalists to create proposed renderings for the Hillbrook Park Mural Art Project.

The deadline for the RFQ submissions is 5:00 p.m. Thursday, August 28, 2025.

### **PROJECT OBJECTIVE**

This RFQ is intended to engage new or established artists/artist teams through an open qualification process. Colors within the artwork will need to align with the playground, the images/designs must be family-friendly and appropriate for all ages as determined by the reviewing committee.

The purpose of this project is to incorporate artwork that fosters a sense of community, as well as create visual pieces that become iconic and recognizable throughout the City. Another goal of this project is to highlight the City's rich cultural diversity through art, and integrate the work of artists into public spaces.

The City desires that this art project should be a painted two-dimensional mural on an outdoor brick wall that must be able to tolerate weather conditions such as winds, rain and direct sunlight, as well as be resistant to graffiti. The finished dimension of the project is to be an approximate height of 4'-0" to 5'-0" x and width of 40'-0". Exact specifications will be reviewed and provided to the selected artist once a final work is selected with an exact location along the wall. Artists are welcome to view the space in-person at their leisure during park hours.

There is no set theme. Generally, potential opportunities and considerations associated with the project may include:

- Foster a sense of beauty, multi-layered meaning, or have other compelling attributes;
- Be appropriate for a public space;
- Be durable, safe, and low maintenance; and
- Match the color aesthetic of the playground at Hillbrook Park

## **ELIGIBILITY**

**This opportunity is open to all professional artists/artist teams 18 years of age or older. The artists/artist team awarded the contract will be required to comply with the City of Signal Hill's insurance and liability requirements.**

### **I. ARTIST'S RESPONSIBILITY**

1. The artist will be responsible for the completion of all artwork as well as any additional work that may be required.
2. The design and artwork installation is subject to review and acceptance by the City, and must be revised by the artist without additional charge to the City until found satisfactory and accepted by City.

### **II. CITY'S RESPONSIBILITY**

1. The City will attend design meetings and provide feedback and final approval.

### **III. SCHEDULE**

|  |                                   |
|--|-----------------------------------|
| RFQ Release                            | Friday, August 15, 2025           |
| Written Comments Due                   | Wednesday, August 20 by 5:00 p.m. |
| Reply to Comments                      | Monday, August 25, 2025           |
| Qualifications/Submission Packages Due | Thursday, August 28, by 5:00 p.m. |
| Review of Submittals                   | Mid-September 2025                |
| Interviews of Selected Artists         | End of September 2025             |
| Finalists to submit proposals          | Early October 2025                |
| Anticipated Final Selection            | October/November 2025             |
| City Council - Award of Contract       | November/December 2025            |

\*All dates tentative and subject to change as necessary.

### **IV. SUBMISSION TIME, PLACE AND FORMAT**

Only electronic submissions via the City's bid system, PlanetBids, will be accepted. Any submission packages need to be submitted through PlanetBids and received no later than 5:00 p.m. on **Thursday, August 28, 2025**.

Submissions received after the date indicated in the RFQ Schedule will be rejected. The applicant is solely responsible for "on time" submission of their electronic package. The City will only consider submission packages that have been transmitted successfully.

**A. Required materials include:**

- Letter of Interest – Letter outlining artist desire to create this specific artwork, your goals should you be the artist selected to execute the project, a narrative explaining your ability to collaborate with the City if selected for this project, and a brief description of projects of similar scope and complexity artist successfully completed in the past.
- Resume - A professional resume, including name, address, city, state, zip code, home and mobile number, website (if available) and email address of the artist;
- Five (5) to 10 digital images of artist's previous work in JPG Format, 72 DPI, each no larger than 10" x 14" and no smaller than 8" x 10", and 1 MB or smaller, with each file numbered 01 through 10.
- Annotated Image List, in PDF format, corresponding to each of the images, including thumbnail image of artwork, artwork title, dimensions, media, year of completion, and a brief description of each image, commissioning and/or funding agency, project location, and total project amount.
- References – Provide list of at least three references from past and current clients within the last five years. Public sector clients are preferred, but not required. Please verify accuracy of contact information.

**B. Work Schedule**

- Completion of the project is expected to take place before the end of Spring 2026, subject to weather conditions. The City will work with the artist to set-up a specific timeline.

**V. GENERAL TERMS AND CONDITIONS**

- A. By submitting a package, applicants certify that such proposal constitutes their full and complete written response to the RFQ and evidences their acknowledgement that additional written material outside of such proposal shall not be considered by the City in connection with this RFQ, unless the City provides a written request that they submit additional written materials. Absent such written request, proposers are instructed to not submit to the City written or other materials outside of the proposal, either in a subsequent interview or otherwise. Incomplete applications will not be considered.
- B. Submission of a package does not constitute an offer to contract and does not guarantee any minimum amount of business.

- C. The package submitted in response to this RFQ may be incorporated as part of the selected artist's final contract.
- D. Insurance - applicant's submission packages and/or proposals that are selected for exhibition are subject to the City of Signal Hill's insurance requirements including general liability, auto insurance, and, if applicable, workers compensation.
- E. The cost of preparing any responses to the RFQ shall be borne by the applicant and shall not be reimbursed by the City.
- F. The City reserves the right to reject any or all submitted packets, waive any errors or omissions in any submissions received.
- G. Artists may withdraw their proposals, without prejudice, prior to the date and time specified for proposal submission, by sending a written request to Alyssa Christenson, Management Assistant at [achristenson@cityofsignalhill.org](mailto:achristenson@cityofsignalhill.org). No proposal received after the closing date will be considered.
- H. The City also reserves the right to cancel and/or modify this RFQ at any time and/or to solicit and re-advertise other proposals.
- I. The City reserves the right to photograph, videotape, and distribute images of the artwork installation for noncommercial purposes. The City reserves the right to remove and/or relocate all artwork commissioned as a result of this RFQ.

## **VI. REPRESENTATION AND WARRANTIES**

An applicant submitting a proposal warrants that:

- A. The artwork, and any part thereof, is original in concept, design, and execution. By applying, you represent and warrant that your artwork, is your original work, meaning that it was copied from another work, photograph, illustration (including a painting, graphic, or advertisement) or website. Any entry that violates the foregoing will not be accepted.
- B. Submitting a proposal in response to this RFQ guarantees the artwork does not contain copyright protected material that would require consent of any third party; it does not violate any copyright, trademark, publicity right, privacy right, or any other right of any third party, and that artist has all the rights necessary to submit the proposal and to assign the rights in the proposal.
- C. By submitting a proposal, artist agrees to release, forever discharge, indemnify, and hold the City, its affiliates, parents, subsidiaries, and divisions, and all of their officers, directors, employees, and agents harmless from any and all claims, demands, liabilities, losses, and damages of any kind arising in whole or in part, directly or indirectly, from artist's, artist's heirs,

representatives, executors, administrators or another person acting on artist's behalf or the behalf of artist's estate, participation in this RFQ.

- D. If selected by the City, the applicant shall grant the City a perpetual, royalty free, non-exclusive right to copy and make, and to authorize the making of, photographs and other reproductions of the artwork for any City related purposes, including, but not limited to, educational, advertising, marketing, public relations, promotion, and any documentation of the artwork or other noncommercial purposes. Reproductions by City are not required to contain a credit to artist, nor any form of copyright notice. Artist is not required to give credit to City in any public showing under artist's control or in reproductions of the artwork.
- E. You further agree that the City shall have the right, but not the obligation, to use your name and/or photograph for the same purposes.
- F. Artist shall retain all copyrights and other intellectual property interests in the artwork, drawings, sketches, prototypes and other materials for the artwork except ownership and possession and as otherwise provided in the agreement to be executed with the City.
- G. The City and its assigns are not responsible for any third party infringement of artist's copyright and for protecting the intellectual property rights of artist. Any registration of a copyright under the State's Register of Copyrights shall be the sole responsibility of the artist, and the costs of such registration shall be borne by the artist.
- H. The artist has obtained written consent from all individuals whose image or likeness appears in the artwork, and that they have obtained the necessary rights, licenses, consents, and permissions to use all material, including but not limited to, images, text and other content in the proposal. Artist further affirms that they are prepared to provide reliable documentation of any and all such consents, licenses, etc., upon request. Failure to obtain such rights, license consents, and permissions may result in the disqualification of the proposal at the City's sole and absolute discretion.
- I. Because artwork will be displayed on City property it is vital that there is no risk that the artwork tarnishes the City's reputation or gives the appearance that the City endorses particular views. In furtherance of this discreet and limited objective, the City retains strict control over the nature of the artwork accepted under the Program. Entry shall not contain obscenity, explicit sexual material, nudity, vulgarity, profanity, graphic violence, calls or incitement to violence, or commercial advertising.

## **VII. PROJECT CONTACTS**

Questions concerning this project or Request for Proposal shall be directed in writing to Alyssa Christenson, Management Assistant,

[achristenson@cityofsignalhill.org](mailto:achristenson@cityofsignalhill.org) by 5:00 p.m. on Wednesday, August 20, 2025.

### **VIII. SELECTION OF ARTIST/ARTIST TEAM FINALISTS**

Artists are being solicited through open call and by invitation. The reviewing committee will evaluate submissions and will identify up to five finalists who will design a rendering for the Hillbrook Park Wall Mural Art Project. From those finalists the Committee will seek to make a recommendation to the City Council for award of contract for one artist.

The artist proposals will be scored using the criteria shown in the table below:

| <b>CRITERIA</b>   | <b>POINTS</b> |
|---|---------------|
| Artistic Skill and Aesthetics: Previous artwork projects must demonstrate artistic excellence, a high aesthetic quality, as well as demonstrate creativity and original concepts.                             | 15            |
| Artist Experience: Artist/Artist Team must demonstrate experience with past works, if applicable please demonstrate large-scale public art projects.  | 10            |
| Contextual Relevance: Previous artwork projects must demonstrate the artist/artist team's ability to design artwork that is relevant to the respective location and demographics of the immediate community.  | 15            |
| Durability: Artworks must be comprised of durable and safe materials than can withstand long-term exposure in an outdoor environment, be resistant to vandalism, and mindful of maintenance requirements.     | 15            |
| Technical Practicality: Examples of previous artwork should demonstrate the artist/artist team's technical skill as it relates to the physical attributes of the site and structure's unique characteristics. | 15            |
| Prior Work Portfolio: Quality of portfolio as it relates to this public art project. Five (5) to 10 images of your relevant work.   | 15            |
| Letter of Interest: Explain your artistic practice, background, process, and goals as it would relate to this project.  | 5             |
| References/recommendations: Provide three (3) professional references that positively attest to the artist's ability.   | 10            |
| <b>TOTAL</b>  | <b>100</b>    |

Based on this criterion, up to five (5) finalists may be selected for interviews with the reviewing committee. A stipend of up to \$1,000 will be issued to each finalist selected to create a proposed rendering of the outdoor wall mural for Hillbrook Park. The Committee will then decide if they would like to move forward with any one artist and would recommend that artist to City Council for consideration.

The selected artist will be required to enter into an agreement with the City of Signal Hill for the agreed-upon service. Upon selection, the artist and City will finalize the scope of work, time schedule, and fee.

Please note, the reviewing committee may decide not to select from the short list of finalists if the final submitted packets are not deemed within the City's vision for this project. The City retains the right to reject any late or incomplete submissions, and all submitted packages for whatever reason.

## **IX. FUTURE RFP PROCESS**

### **A. Preliminary Scope of Services:**

The preliminary scope of services is the minimum scope of services intended to be performed on the project. Each artist submitting a package should consider the project scope, and demonstrate their understanding and experience in the completion of similar services. It is anticipated that the City and selected artist will work together to craft a more defined and final scope of services.

### **B. Artists Selected for RFP Process:**

The reviewing committee will evaluate all submitted packages and subsequently determine up to five finalists. A stipend up to \$1,000 will be issued to each finalist to create a proposed rendering of the outdoor wall mural for Hillbrook Park. The Committee will then decide if they would like to move forward with one artist and recommend that artist to City Council for consideration.

If selected as a Finalist the artist/artist team will be responsible for the following:

#### **A. Create a visual proposal for the Hillbrook Park Wall Mural, including:**

- A visual rendering of the proposed artwork which should be detailed and include color concepts as it relates to the design of the mural. The images can be hand drawn or a computer-generated simulation.

#### **B. Narrative relating to the proposed artwork, including:**

- Proposed artwork title
- Brief description of concept and inspirations for the artwork
- Color palette
- Materials description and product cut sheets
- List of tools and equipment to be used (including storage if required)
- Maintenance plan

#### **C. Proposed project budget including:**

- Artist(s) Design Fees including concept refinement and construction coordination
- Materials and Tools
- Equipment Rentals (if any)
- Site Preparation and Installation
- Site Clean-up
- Travel (if any)
- Insurance
- Ongoing Maintenance Costs

D. Proposed project schedule including:

- Design coordination and artwork finalization
- Installation schedule – hours per day, number of days, interim days (if any for drying time or other similar breaks in on-site installation time).

E. Meet with members of reviewing committee to examine the artwork design and other items including :

- Provide explanation of artwork, and why the concept is being proposed.
- Discuss what the Committee would like to add to current ideas and what they would like removed.
- Discuss the materials proposed for use.
- Discuss proposed project timeline for implementation.

F. Incorporate any final feedback and present final concept to reviewing committee and City staff for approval.

G. Present final concept drawing before the City Council prior to installation.

H. Install art piece during agreed upon times, with a timeline that has art ready for implementation during the hours of 8:00 AM – 5:00 PM Monday through Friday.

EXHIBIT B  
ARTIST PROPOSAL

Greetings Tour Inc.  
Mural Painting Contractor  
**C-33 License #1138334**

VICTOR VING

# HILLBROOK PARK MURAL DESIGN FEEDBACK/REVISION

11/30/2025

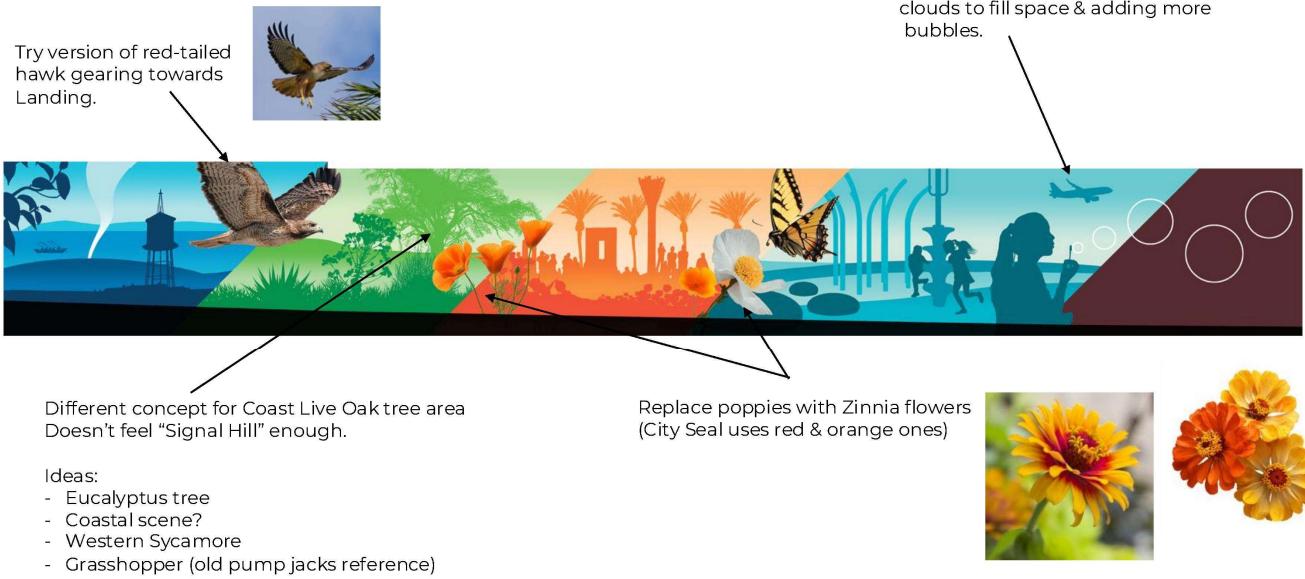
## MOCK-UP



\*Adding words (TBD) within bubbles...



## FEEDBACK RECAP



## WORDS IN BUBBLES

Trying a different font? Any references?

Words will be provided.

\*Limiting to 3-4 bubbles max within budget

Font ideas:

- A. **FONT**
- B. **FONT**
- C. **FONT**
- D. **FONT**
- E. **FONT**

\*Personally, I feel **B** makes the most sense as a bubble. Also, I can play with text orientation based on the # of letters so there's less negative space.



## UPDATED PROJECT SCHEDULE

**12/17** – Present revised artwork to committee (in-person)

**12/19** – Provide final comments & finalize design

**12/22** – (Ideally before Christmas) receive final approval

**12/29-1/9** – Offsite pre-production work (pounce, supply order, etc.)

**1/14-1/17** - Wall prep (wash, prime, consolidant, etc.)

**1/19-1/26** – Mural painting (with 2 assistants) \*weather dependent

**1/29 (TBD)** – UV consolidant, anti-graffiti coating (done 3 days after completion)

\*On-site workdays from 8-5pm and weather dependent

## MURAL REVISION - A

Abstract clouds references the fog when rolling in from the ocean. Signal Hill has access to unique views when above the fog layer in surrounding areas.

Having some of the clouds go beyond the border Helps softens the edges against the brick.



Paying tribute to the residential side of Signal Hill with the houses on the hill. This wouldn't really flow with the original "nature" concept for the green area except there's enough nature throughout the piece already!

A snippet of the antennas illustrates the modern-day use of the hill for "signals"

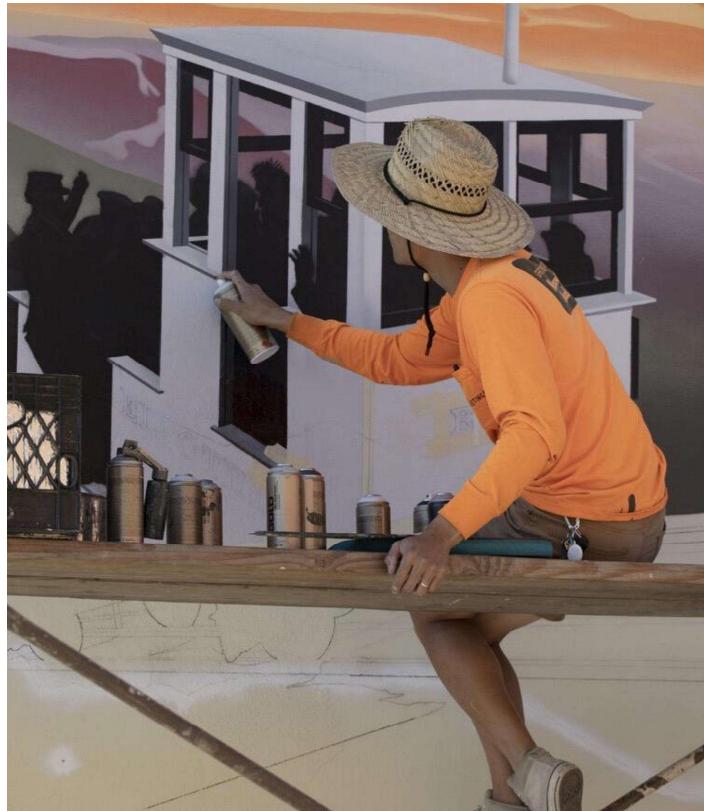


## MURAL REVISION - B

Mix of Zinnia (right) and California Poppies (left)



Alternate concept: An aerial abstract topographical map of Signal Hill. This also plays into some of the organic shapes found within the park.



### EMAIL

[greetingstour@gmail.com](mailto:greetingstour@gmail.com)

### WEBSITE

[greetingstour.com](http://greetingstour.com)

### PHONE

718-350-7671

### SOCIAL

@greetingstour



## EXHIBIT C

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### MURAL REVISION - A

Abstract clouds references the fog when rolling in from the ocean. Signal Hill has access to unique views when above the fog layer in surrounding areas.

Having some of the clouds go beyond the border Helps softens the edges against the brick.



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