

**Request for Qualifications
Storm Drain Artwork
Date Issued: March 4, 2026**

Proposals must be received no later than **12:00 PM PST**
Friday, April 17, 2026

City of Malibu
Attn: Kristin Riesgo, Community Services Director
23825 Stuart Ranch Road
Malibu, CA 90265
KRiesgo@Malibucity.org



City of Malibu
Request for Qualifications
Storm Drain Artwork
Release Date: **March 4, 2026**
Submissions Due: **April 17, 2026, at 12:00 PM**

Introduction

The City of Malibu is dedicated to preserving coastal water quality and protecting sensitive marine habitats. Through innovative programming, the City educates residents and visitors about water quality protection and the connection between everyday activities, storm drains, and ocean health. City initiatives encourage environmental stewardship to help prevent polluted runoff from reaching the ocean.

To promote this initiative, the City transformed four storm drain catch basins into public art installations designed to spark community dialogue and raise awareness about protecting Malibu's coastline. Storm drain artwork was completed in 2014 and expanded in 2018, reinforcing the City's ongoing commitment to innovative public education and coastal resource protection.

Background

The City of Malibu is a coastal municipality located in the northwestern portion of Los Angeles County, California. The population is approximately 10,200 residents. Malibu also attracts a large number of visitors, with annual visitation estimates reaching approximately 15 million, due to its beaches, parks, and coastal attractions.

Incorporated as a general law city on March 28, 1991, Malibu operates under a council-manager form of government. City Council consists of five members elected at large to staggered four-year terms, with the Mayor selected by the Council from among its members. The City's jurisdiction extends along 21 miles of Pacific Ocean coastline and generally reaches inland less than one mile, widening to slightly more than two miles in select areas. Malibu provides a full range of municipal services and is considered a contract city for certain functions, contracting with outside agencies and providers for law enforcement, fire protection, and other essential services. City departments are organized to deliver core functions, including management and administrative services, building and safety, community services, environmental sustainability, planning, public works, and engineering.

The Fiscal Year 2025-26 adopted operating budget is approximately \$110.3 million, prioritizing wildfire recovery, infrastructure improvements, and ongoing municipal services. This budget reflects continued financial stability and proactive planning, while addressing significant community needs, including disaster recovery and capital projects. The City's workforce for FY 2025-26 includes approximately 113 full-time employees and 15.58 full-time equivalent part-time positions, totaling about 128.58 full-time equivalents.

Scope of Work

The City of Malibu invites artists of all backgrounds and disciplines to apply to contribute to its environmental public art campaign. The selected artist will design and create original artwork for four storm drain catch basins located in highly visible areas throughout Malibu.

This project provides artists with the opportunity to transform everyday infrastructure into meaningful public art. By reimagining storm drains as creative canvases, the artwork will help viewers connect streets, stormwater, and the ocean, while elevating the presence of local and regional art in public spaces. Successful proposals will reflect Malibu's deep connection to the coast, spark curiosity and conversation, and inspire the community to take an active role in protecting our shared environment.

Budget

The selected artist will receive a total project stipend of \$15,000 for designing and completing original artwork on four storm drain catch basins. This amount is intended to cover all project-related costs, including but not limited to artist fees, materials and supplies, travel, and installation.

Eligibility

Artists with demonstrated experience in public art and a strong interest in ocean conservation are encouraged to apply.

Specifications

1. **Artistic Quality and Durability:** Artwork will be evaluated based on overall design quality and must be durable, with a minimum life expectancy of four years. Proposals should demonstrate a practical and aesthetically pleasing use of color and form and be appropriate to the surrounding environments where the artwork will be installed.
2. **Scope of Artwork:** The selected artist(s) will design and paint original, ocean-themed artwork on four storm drain inlets. These installations will be used as a public education campaign.
3. **Timeframe:** The selected artist(s) will complete the artwork on the four (4) storm drain inlets (entire project) in one hundred and fifty (150) days or less.
4. **Materials and Finish:** Because the artwork will be exposed to harsh outdoor conditions, artists must use high-quality, colorfast paints proven to maintain appearance for at least four (4) years. Artists may select their preferred paint products, subject to City approval. Upon completion, City staff will apply a clear, environmentally sensitive protective sealant. All materials, color selections, and designs are subject to City review and approval.
5. **Painting Areas:** Artwork may be applied only to the concrete sidewalk, storm drain inlet lid, and gutter. Painting on asphalt roadways is not permitted. Red curbs may be painted over only where they are directly on the storm drain inlet lid; red curb areas extending beyond the inlet must remain red.
6. **Required Text and Signature:** City Staff will work with the Artist to determine a slogan on pollution prevention to incorporate into each mural. Artists may include a signature, provided it does not exceed the maximum size specified by the City.

7. **Weather Conditions:** All artwork installations must be completed during dry weather conditions.
8. **Spill Prevention and Cleanup:** Due to the environmentally sensitive locations, artists must have materials readily available to immediately address any spills, including absorbent materials and cleaning cloths. A spill response and cleanup plan must be included with the proposal.
9. **Water Disposal:** Artists are responsible for the proper disposal of any dirty or wastewater generated during the project. Wastewater may not be discharged into gutters or storm drains. Proposals must describe an environmentally responsible disposal method.
10. **Locations:** The City has designated the storm drain inlets to be painted. The four (4) locations are: Cross Creek Road (bus stop); Heathercliff Road (Point Dume Plaza); the intersection of Morning View Drive and Pacific Coast Highway; and Trancas Canyon Park (cul-de-sac).

Request for Qualifications Submission Requirements

Proposals should be concise and should not include materials to be returned to the artist. Each proposal must include the following information:

1. **Artist Contact Information:** Provide your name, address, email, and phone number. Optional items include your website and/or social media handles.
2. **Project Approach:** Describe your design concept, proposed timeline, and choice of materials. Maximum 800 words.
3. **Project Proposal:** Include visual representations of your storm drain designs. These should convey your intended vision for each piece (final designs will be approved by City staff in collaboration with the selected artist before installation).
4. **Spill Response Plan:** Explain how you will prevent paint or other materials from entering the storm drain in the event of a spill and describe your method for disposing of wastewater in an environmentally responsible manner. Maximum 300 words.
5. **Resume and References:** Provide a current resume and contact information for three (3) professional references.
6. **Image References:** Submit digital images of relevant artwork (minimum of 2, maximum of 5). Images must be labeled and not exceed 40 MB in total. Include an image list with the following information for each piece: image number, title, media, dimensions, date, location (if applicable), description, and any awards received.
7. **Artist Agreement:** The selected artist must execute and comply with the City's standard Artist Agreement, provided as Attachment 1 of this Request for Qualifications.

Clarifications

The City will respond to requests for clarification of the RFQ in written Addendum(s), as needed. Inquiries should be directed by email only to KRiesgo@MalibuCity.org, and no verbal requests will be accepted.

All requests for clarification must be received by 12:00 PM PST on Wednesday, April 1, 2026. All clarifications will be posted on the City of Malibu's website MalibuCity.org/bids.

Proposal Deadline

Artist(s) must submit a digital copy of the complete proposal to:

City of Malibu
Kristin Riesgo, Community Services Director
KRiesgo@MalibuCity.org

Digital proposals may be submitted via email or saved on a flash drive and mailed to (23825 Stuart Ranch Road, Malibu, CA 90265). If submitting via email, please keep the file size to 40 MB or less.

All proposals are due no later than **12:00 PM PST on Friday, April 17, 2026**.

Proposals received after the deadline will be considered non-responsive. No faxed proposals will be accepted.

The City reserves the right to extend the deadline or accept a late submittal with good cause shown.

Response Preparations

The City will make no reimbursement for costs incurred in preparing the response to this RFQ. Submitted materials will not be returned and will become the property of the City.

Right to Reject Proposals

Submission of a proposal indicates acceptance by the Contractor of the conditions contained in this RFQ unless clearly and specifically noted in the proposal submitted and confirmed in the Agreement between the City and the selected Contractor. The City reserves the right, without prejudice, to reject any or all proposals.

ATTACHMENTS:

1. Storm Drain Locations
2. Sample Artist Agreement

CITY OF MALIBU
ARTIST AGREEMENT
STORM DRAIN ARTWORK MURALS

This agreement (“Agreement”) is made this _____ day of _____, 2026, by and between The City of Malibu, hereafter referred to as “the City” and _____ hereafter referred to as “The Artist.” Artist will be completing visual artwork on the City’s Storm Drains at four (4) predetermined locations in Malibu, California.

The City and the Artist acknowledge and agree that this Agreement constitutes the full and final expression of their mutual understanding. The Artist represents that they have read this Agreement in its entirety, have had the opportunity to request clarification of any provision, and have had the opportunity to request changes to its terms and conditions prior to execution. The Artist further acknowledges that they enter into this Agreement knowingly and voluntarily, and that no representations or promises have been made other than those expressly set forth herein. This Agreement shall be governed by and construed in accordance with the laws of the State of California, and any action arising out of or related to this Agreement shall be brought in the County of Los Angeles.

1.0 Terms:

- A. The Artist has experience creating public art and will perform to the best of the Artist’s ability in accordance with the highest standards.
- B. The Artist will paint four (4) original murals located at Cross Creek Road, Heathercliff Road (in front of the Point Dume Plaza), Philip Avenue and Morning View Drive and Trancas Canyon Park.
- C. The Artist will replicate the City’s approved mural designs and adjust the design, if required by the City.
- D. The Artist will use high-quality colorfast paint that has been proven to last four (4) years. The Artist must submit the paint selection to the City for approval before starting the project.
- E. The Artist will paint the murals within the designated sidewalk, inlet lid, and gutter as outlined by the City.
- F. The Artist will respond to spills immediately and follow the City’s spill response plan.
- G. The Artist will make every effort to follow environmentally sound practices, including properly disposing of dirty water and paint.
- H. The Artist will communicate with City staff to safely secure painting locations, which may include the use of traffic safety cones, delineators, caution flags, cones, etc.
- I. The Artist will paint the murals during dry weather.
- J. The Artist will attend meetings with the City as scheduled, which may include meetings with staff or public meetings.
- K. Photography and recording is permitted for archival, promotional, and limited screening use.

L. Release of Liability:

- a. Artist grants permission for City to reproduce his/ her name, likeness, and biographical information for the purpose of display, promotion, and publicity either now or in the future.
- b. Artist understands that because the artwork will become the property of the City of Malibu, the City of Malibu shall have the right to destroy or paint over the artwork, sell the artwork, or take any other action related to the artwork.
- c. Artist understand that the artwork will become the property of the City of Malibu upon completion and will remain the property of the City for the life of the artwork.
- d. Artist represents and warrants to the City that the Artist's work shall not violate or infringe upon the trademark, trade name, copyright, literacy, dramatic, musical, Artistic, personal, private, civil, "droit moral" or property right or rights of privacy or any other right of any person or entity.

M. Services of City

- a. The City will assist with preparing the area for painting prior to the start of the project.
- b. The City agrees to keep the Artist's completed work for at least four (4) years unless an issue arises related to safety or other concerns raised by City Council. In the event that an issue is raised, the City will reasonably work with the Artist to correct or modify those concerns before removing the artwork.
- c. The City will work with the Artist to provide items to safely allow the artist to complete the work, including traffic safety cones, delineators, caution flags, or other items as needed.
- d. City staff will paint an environmentally friendly clear coat of sealant over each completed mural.

N. Compensation:

- a. Compensation and Payment Schedule. The City shall pay the Artist a total of \$15,000 for the project. The artwork must be completed within one hundred and fifty (150) days from the date of the City's first payment under this Agreement. The Artist shall submit an official timeframe for completion of the artwork for each storm drain. The twenty-five percent (25%) payment shall be considered an advance payment to begin the work. The remaining seventy-five percent (75%) shall be paid upon successful completion of the artwork to the reasonable satisfaction of the City. A W-9 tax form must be submitted to the City with the signed 2026 Artist Agreement. The Artist will not be compensated for traveling miles or time. No additional compensation shall be paid for any other expenses incurred.

b. Advance Payment Condition. The advance payment is expressly conditioned upon the Artist's full and timely completion of the artwork in accordance with this Agreement.

c. Failure to Perform; Notice and Cure. If the City determines that the Artist has failed to complete the artwork within the required timeframe, abandoned the project, or otherwise materially breached this Agreement, the City shall provide written notice describing the deficiency. The Artist shall have fifteen (15) days from receipt of the notice to cure the failure to the City's reasonable satisfaction. If the Artist fails to cure within that time period, the Artist shall reimburse the City for the full amount of any advance payment received.

d. Repayment Terms. Repayment shall be made within thirty (30) days of the City's written demand. The Artist shall also reimburse the City, in the City's discretion, for any direct project-related costs incurred as a result of the Artist's failure to perform.

2.0 Conflict of Interest. The Artist represents that no City employee or official has a material financial interest in the Artist's business. During the term of this Agreement and/or as a result of being awarded this contract, the Artist shall not offer, encourage or accept any financial interest in the Artist's business by any City employee or official.

3.0 Non-Discrimination. The Artist shall not discriminate as to race, creed, gender, color, national origin or sexual orientation while leading the poetry readings of its services and duties pursuant to this Agreement, and will comply with all applicable laws, ordinances and codes of the Federal, State, County and City governments.

4.0 Insurance. The Artist shall submit to the City certificates indicating compliance with the following minimum insurance requirements no less than one (1) day prior to the beginning of performance under this Agreement. Artist further agrees to comply with all provisions in the attached Exhibit A which is incorporated herein.

5.0 Indemnification. The Artist shall indemnify, defend with counsel approved by City, and hold harmless City, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorney's fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with the Artist's teaching hereunder, regardless of City's passive negligence, but excepting such loss or damage which is caused by the sole active negligence or willful misconduct of the City. Should City in its sole discretion find Artist's legal counsel unacceptable, then Artist shall reimburse the City its costs of defense, including without limitation reasonable attorney's fees, expert fees and all other costs and fees of litigation. The Artist shall promptly pay any final judgment rendered against the City (and its officers, officials, employees, and volunteers) covered by this indemnity obligation. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of

this Agreement.

I fully understand that my participation in the above-described event (the “Event”) exposes me to risk or personal injury, death, communicable diseases, illnesses, viruses, or property damage. I hereby release, discharge, and agree not to sue the City of Malibu, including its officers, employees and agents, (hereinafter the “City”) for any injury, death or damage to or loss of personal property arising out of, or in connection with, my participation in the Event from whatever cause, including the active or passive negligence of the City or any other participants in the Event. The parties to this agreement understand that this document is not intended to release any part from any act or omission of “gross negligence,” as that term is used in applicable case law and/or statutory provision. In consideration of being permitted to participate in the Event, I hereby agree, for myself, my heirs administer, executors and assigns, that I shall indemnify and hold harmless the City from any and all claims, demands, actions or suits arising out of or in connection with my participation in the Event.

I HAVE CAREFULLY READ THIS RELEASE, HOLD HARMLESS AND AGREEMENT NOT TO SUE AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT IT IS A FULL RELEASE OF ALL LIABILITY AND SIGN AT MY OWN FREE WILL. I further agree and acknowledge that the City does not provide accident, medical, liability, workers’ compensation insurance or any other insurance for Event participants. I agree to carefully inspect and satisfy for myself that the facilities provided are reasonably safe for their intended use. I understand the City retains the right to use photos taken of me during activities for publicity purposes.

This Agreement is not intended, and shall not be construed, to create the relationship of agency, servant, employee, partnership, joint venture, or association, as between the City and ARTIST. This Agreement shall be governed by California law, and venue for any action regarding this agreement shall lie exclusively in Los Angeles County. This agreement may be altered only by written modification executed by all parties.

6.0 Compliance with Applicable Law. The Artist and the City shall comply with all applicable laws, ordinances, and codes of the Federal, State, County and City governments.

7.0 Independent Contractor. This Agreement is by and between the City and the Artist and is not intended, and shall not be construed, to create the relationship of agency, servant, employee, partnership, joint venture, or association, as between the City and the Artist.

7.1 The Artist shall be an independent contractor and shall have no power to incur any debt or obligation for or on behalf of the City. Neither the City nor any of its officers or employees shall have any control over the conduct of the Artist, or any of the Artist’s employees, except as herein set forth, and the Artist expressly warrants not to, at any time or in any manner, represent that it, or any of its agents, servants or employees are in any manner employees of the City, it being distinctly understood that the Artist is and shall at all times remain to the City a wholly independent

contractor and the Artist's obligations to the City are solely such as are prescribed by this Agreement.

8.0 Legal Construction.

- a. This Agreement shall be construed without regard to the identity of the persons who drafted its various provisions. Each and every provision of this Agreement shall be construed as though each of the parties participated equally in the drafting of same, and any rule of construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.
- b. The article and section, captions and headings herein have been inserted for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.

9.0 Counterparts. This Agreement may be executed in counterparts and as so executed shall constitute an agreement which shall be binding upon all parties hereto; scanned or electronic signatures shall be interpreted the same as original signatures.

10.0 Partial Invalidity. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

11.0 Attorneys' Fees. The parties hereto acknowledge and agree that each will bear his or its own costs, expenses and attorneys' fees arising out of and/or connected with the negotiation, drafting and execution of the Agreement, and all matters arising out of or connected therewith except that, in the event any action is brought by any party hereto to enforce this Agreement, the prevailing party in such action shall be entitled to reasonable attorneys' fees and costs in addition to all other relief to which that party or those parties may be entitled.

12.0 Entire Agreement. This Agreement constitutes the whole agreement between the City and the Artist, and neither party has made any representations to the other except as expressly contained herein. Neither party, in executing or performing this Agreement, is relying upon any statement or information not contained in this Agreement. Any changes or modifications to this Agreement must be made in writing appropriately executed by both the City and the Artist.

13.0 Assignment. Neither this Agreement, nor any interest herein, shall be assigned by either party without the prior written consent of the other.

14.0 Termination.

- a. The City may cancel all or any part of the Artistry readings at any time with or without cause.

Force.Majeure.

The Artist shall not be responsible for her/his failure to perform hereunder as a result of unavoidable accident, acts of God, public enemies, riots, strikes, civil commotion, or any other act reasonably beyond the control of the Artist.

The City shall not be responsible for non-occurrence of the engagement as a result of unavoidable accident, act of God, public enemies, riots, strikes, civil commotion, or any other act reasonably beyond the control of the City.

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

16.0 Notice. All Notices permitted or required under this Agreement shall be in writing and shall be deemed made when delivered to the applicable party’s representative as provided in this Agreement. Such notices shall be deemed made when personally delivered.

17.0 Warranty of Authorized Signatories and Acceptance of Facsimile or Electronic Signatures. Each of the signatories hereto warrants and represents that he or she is competent and authorized to enter into this Agreement on behalf of the party for whom he or she purports to sign. The Parties agree that this Contract, agreements ancillary to this Contract, and related documents to be entered into in connection with this Contract will be considered signed when the signature of a party is delivered physically or by facsimile transmission or scanned and delivered via electronic mail. Such facsimile or electronic mail copies will be treated in all respects as having the same effect as an original signature.

IN WITNESS WHEREOF, the parties have agreed to and executed this Agreement the ____ day of _____, 2026.

CITY OF MALIBU:

ARTIST:

Joseph Irvin, City Manager

[NAME]

ATTEST:

APPROVED AS TO FORM:

Kelsey Pettijohn, City Clerk
(seal)

Trevor Rusin, Interim City Attorney

EXHIBIT A
INSURANCE LANGUAGE

Without limiting Artist's indemnification of City, and prior to commencement of work and/or services under this Agreement, Artist shall obtain, provide, and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to City.

General Liability Insurance. Artist shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

Automobile Liability Insurance. Artist shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 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 owned, hired, non-owned, or rented vehicles, in an amount not less than 1,000,000 combined single limit for each accident.

Professional Liability (Errors & Omissions) Insurance. Artist shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement and Artist agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this agreement.

OTHER PROVISIONS OR REQUIREMENTS

Proof of Insurance. Artist shall provide certificates of insurance and required endorsements to City as evidence of the insurance coverage required herein. Insurance certificates and endorsements must be approved by City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City for the contract period and any additional length of time required thereafter. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

Duration of Coverage. Artist shall procure and maintain for the contract period, and any additional length of time required thereafter, insurance against claims for injuries to persons or damages to property, or financial loss which may arise from or in connection with the performance of the Work hereunder by Artist, their agents, representatives, employees, or subArtists.

Primary/Noncontributing. Coverage provided by Artist shall be primary and any insurance or self-insurance procured or maintained by City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

City's Rights of Enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary, and any premium paid by City will be promptly reimbursed by Artist or City will withhold amounts sufficient to pay premium from Artist payments. In the alternative, City may cancel this Agreement.

Acceptable Insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

Waiver of Subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against City, its elected or appointed officers, agents, officials, employees, and volunteers or shall specifically allow Artist or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Artist hereby waives its own right of recovery against City and shall require similar written express waivers and insurance clauses from each of its subArtists.

Enforcement of Contract Provisions (Non Estoppel). Artist acknowledges and agrees that any actual or alleged failure on the part of the City to inform Artist of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.

Requirements Not Limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Artist maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Artist. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

Notice of Cancellation. Artist agrees to oblige its insurance agent or broker and insurers to provide the City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage. If any of the Artist's insurers are unwilling to provide such notice, then Artist shall have the responsibility of notifying the City immediately in the event of Artist's failure to renew any of the required insurance coverages, or insurer's cancellation or non-renewal.

Additional Insured Status. General liability, automobile liability, and umbrella/excess liability insurance policies shall provide or be endorsed to provide that City and its officers, officials, employees, agents, and volunteers shall be additional insureds under such policies.

Prohibition Of Undisclosed Coverage Limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.

Separation of Insureds. A severability of interests' provision must apply for all additional insureds ensuring that Artist's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

Pass Through Clause. Artist agrees to ensure that its subArtists, subcontractors, and any other party who is brought onto or involved in the project/service by Artist (hereinafter collectively "Subcontractor"), provide the same minimum insurance coverage and endorsements required of Artist under this Agreement. Artist agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. However, in the event Artist's Subcontractor cannot comply with this requirement, which proof must be submitted to the City, Artist may still be able to utilize the Subcontractor provided Artist shall be required to ensure that its Subcontractor provide and maintain insurance coverage and endorsements sufficient to the specific risk of exposure involved with Subcontractor's scope of work and services, with limits less than required of the Artist, but in all other terms consistent with the Artist's requirements under this Agreement. This provision does not relieve the Artist of its contractual obligations under the Agreement and/or limit its liability to the amount of insurance coverage provided by its subcontractors. This provision is intended solely to provide Artist with the ability to utilize a Subcontractor who may be otherwise qualified to perform the work or services but may not carry the same insurance limits as required of the Artist under this Agreement given the limited scope of work or services provided by the subcontractor. Artist agrees that upon request, all agreements with Subcontractors, and others engaged in the project and/or services, will be submitted to City for review.

City's Right to Revise Specifications. The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Artist

ninety (90) days' advance written notice of such change. If such a change results in substantial additional costs to the Artist, the City and Artist may renegotiate the Artist's compensation.

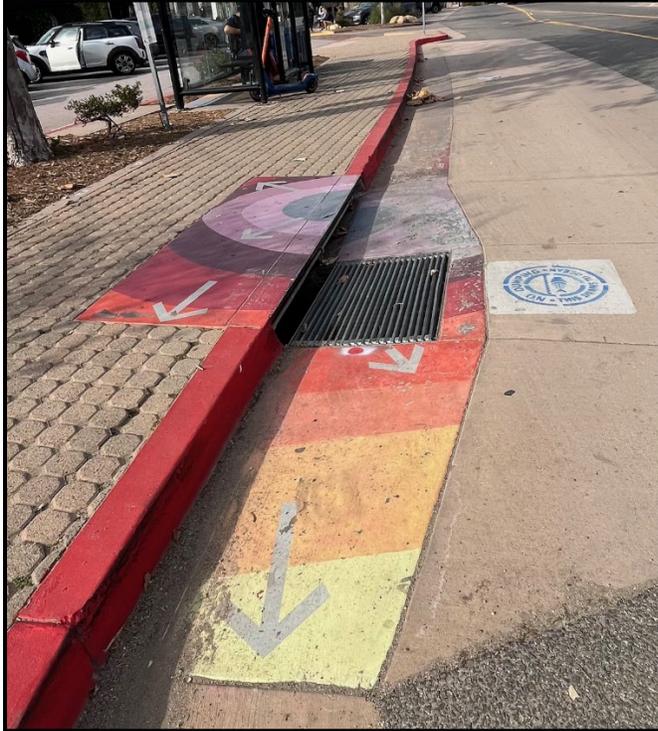
Self-Insured Retentions. Any self-insured retentions must be declared to and approved by the City. City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible, or require proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention through confirmation from the underwriter.

Timely Notice Of Claims. Artist shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Artist's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

Additional Insurance. The Artist shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

City of Malibu
Request for Qualifications, Storm Drain Artwork
Storm Drain Locations 2026

Cross Creek Road (Bus Stop)



Heathercliff Road (Point Dume Village)



Morning View Drive and Philip Avenue



Trancas Canyon Park (cul-de-sac)

