



CITY OF POMONA AGREEMENT FOR COMMISSION OF PUBLIC ART WORK

THIS AGREEMENT FOR COMMISSION OF PUBLIC ART WORK is entered into this 8th day of October, 2019, by and between the City of Pomona, a charter city and municipal corporation (hereinafter the "City"), and Athena Hahn (hereinafter the "Artist"). City and Artist are sometimes hereinafter referred to collectively as the "Parties."

RECITALS

WHEREAS, on June 25, 2019, the City requested proposals for the design and fabrication of artwork in accordance with the specifications in the proposal package dated for August 26, 2019; and

WHEREAS, the Artist's Final Design Plan ("the Proposal," which shall be attached as Exhibit "A") was reviewed and approved by the City's Cultural Arts Commission in accordance with Pomona Zoning Ordinance Section .5809—24—Public Art for Private Development; and

WHEREAS, on August 26, 2019, the Cultural Arts Commission recommended execution of an agreement between the City of Pomona and the Artist; and

WHEREAS, the Artist is a recognized professional artist, and the City acknowledges sufficient familiarity with the style and quality of the Artist's work, and; the City desires the Artist to create an original work of art entitled "Pomona Public Library Children's Room Mural" ("the Work") for placement in the Children's Room of the Pomona Public Library (APN: 8341 – 012 – 932) ("the Site").

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

ARTICLE 1: SCOPE OF SERVICES

1-1 GENERAL

(a) The Artist shall perform all services and furnish all supplies, materials, artist and agent travel, and equipment as necessary for the design, execution, fabrication, transportation, and installation of the Work at the Site with the exception of the foundation, and in accordance with the terms in this Agreement.

1-2 REVIEW OF THE PROPOSAL

(a) The Artist or designee has prepared and submitted to the City a Final Design Plan with artwork specifications of the Work containing the following items, which shall be the "Proposal".

i. One copy of a written description and technical specifications of the Work including the following information:

- A professional resume;
- References;
- Approach to project;
- Graphic rendering;
- Estimated budget;
- Maintenance and Conservation Form;
- Work plan and Production Schedule;
- Proposed list of subcontractors (those known to date);
- Other information about the Work as may be reasonably required by the City in order to certify the compliance of the Work with applicable statutes and ordinances. Said exhibits will become the property of the City upon submission by the Artist. Upon request by Artist, the City shall promptly furnish all available exhibits in connection with said submission at the artist's expense.

(b) Upon approval by the Cultural Arts Commission and written direction to move forward, the Artist shall commence with fabrication, transportation, and installation of the Work at the Site.

(c) The City may require the Artist to make such revisions to the proposed Work as are necessary for the Work to comply with applicable statutes, ordinances, or regulations governing the project that may arise due to extenuating circumstances.

(d) The City may require revisions of the Work for practical (non-aesthetic) reasons that may arise due to extenuating circumstances.

(e) Within thirty (30) days after receipt of the Artist's revisions, pursuant to this Section 1-2, the City shall notify the Artist of its approval or disapproval of such revisions. The City may require the Artist to submit additional revisions until such revisions are accepted by the City. Revisions made and accepted by the City pursuant to this Section 1-2 become a part of the Final Design Plan, technical specifications and fabrication and installation schedule of the Work, which shall be attached to this Agreement as Exhibit "B".

1-3 EXECUTION OF THE WORK

(a) Pursuant to Section 1-2 above, the Artist shall commence fabrication of the Work, in accordance with such schedules. Although the schedule may be amended by written agreement between the City and the Artist, it is agreed that the Artist shall perform all of the obligations under this contract within six months from the date of execution of this contract.

(b) The City shall have the right to review the Work at reasonable times during the fabrication. The Artist shall submit to the City progress reports in accordance with the schedule required by Section 1-2.

(c) The Artist shall complete the fabrication and installation of the Work in substantial conformity with the approved Proposal.

(d) The Artist shall present to the City, in writing, for further review, any “significant changes” in the scope, design, color, size, material, or texture of the Work not permitted by or not in substantial conformity with the Proposal. A “significant change” is:

i. Any material change in the scope, design, color, size, material, texture, or location of the Work on the Site;

ii. Any material change in the Work that affects installation, scheduling, site preparation, or maintenance for the Work; or

iii. Any change in the concept of the Work as represented in the accepted proposal.

(e) If changes reviewed by the City are not approved, the Artist will not resume the Work nor resume the payment schedule until changes to the Work are reviewed and approved by the City.

1-4 DELIVERY AND INSTALLATION

(a) Prior to commencement of work at the Site, the Artist shall notify the City of schedules for installation. The Artist shall be responsible for all expenses, labor, and permits.

(b) Prior to delivery of the Work, the Artist shall notify the City in writing when fabrication of the Work is completed and the Artist is ready for delivery of the Work to the Site.

(c) The Artist shall provide for completion of the Work in compliance with appropriate codes and the approved schedule.

1-5 POST INSTALLATION

(a) Within thirty (30) days after the installation of the Work, the Artist shall furnish the City with the following documentation of the Work as installed:

i. One set of digital photographs of the completed Work, one taken from each of three different viewpoints;

ii. The City shall have the right to duplicate and distribute for any noncommercial purpose the artwork documentation supplied by the Artist under this Agreement;

iii. The Artist shall be available at such time or times as may be agreed between City and Artist to attend any inauguration or dedication ceremonies relating to the transfer of The Work to the City. The City shall use its best efforts to arrange for publicity for the completed work in such art publications and otherwise as may be determined between the City and the Artist as soon as is practical following installation.

(b) Upon execution of the Agreement, the Artist shall provide the City with written instructions for appropriate maintenance and preservation of the Work.

1-6 FINAL ACCEPTANCE

(a) The Artist shall advise the City in writing when all services required under this Agreement have been completed in substantial conformity with this Agreement.

(b) The City shall notify the Artist in writing of the final acceptance (or nonacceptance) of the Work.

(c) Final acceptance shall be effective as of the earlier of the following dates:

i. The date of the City's notice of final acceptance; or

ii. The 30th day after the Artist has sent written notice to the City required under Section 1-6(a) unless the City, upon receipt of such 30-day notice and prior to the expiration of the 30-day period, gives the Artist written notice specifying and describing the services, which have not been completed.

1-7 RISK OF LOSS

The risk of loss or damage to the Work shall be borne by the Artist until final acceptance, and the Artist shall take such measures as are necessary to protect the Work from loss or damages until final acceptance.

1-8 INDEMNITY

Upon final acceptance of the Work, the Artist shall indemnify and hold the City and its elected officials, employees, and/or agents harmless from any and all claims or liabilities then existing or arising thereafter from the Artist's negligence or willful misconduct in connection with the Work.

1-9 TITLE, ASSIGNMENT OF ROYALTY RIGHTS, AND WAIVER

(a) Title to the Work shall pass to the City upon final acceptance. The Artist hereby assigns the right to collect any royalty payment provided by Civil Code section 986(a) to the City and to the City's assigns.

(b) Except as expressly provided below, the City shall not intentionally damage, alter, modify, or change the Work without the prior written consent of the Artist.

(c) The Artist acknowledges and agrees that the City may require the Site for purposes other than the display of the Work. For five (5) years after the execution of this Agreement, City agrees that it will notify the Artist of any proposed alteration of the Site that would require the removal or relocation of the Work or affect the intended character and appearance of the Work and will consult with the Artist in the planning and execution of any such removal, relocation, or alteration and will make a reasonable effort to maintain the integrity of the Work.

(d) The Artist acknowledges and agrees that the City retains the right to relocate or remove the Work from public display for any reason, in accordance with Part 3, Section V. "Removal or Relocation of Public Art" in the Art in Public Places Policy & Guidelines Manual. Reasons for removing the Work from public display shall include, but not be limited to: hazards to public health, safety or welfare; unsightly or deteriorated conditions of the Work; or the need to access, repair and maintain public facilities.

(e) Except as provided above, the Artist expressly waives, for himself and his successors in interest, to the greatest extent allowed by law, any rights he or she may have under California Civil Code sections 986, 987, 988 and 989.

ARTICLE 2: COMPENSATION AND PAYMENT SCHEDULE

2-1 AGREEMENT AMOUNT AND PAYMENT

(a) The City shall pay the Artist an amount not to exceed \$19,712.22, which will constitute full compensation and payment for all services to be performed under this Agreement including execution, fabrication, artist and/or agent travel, transportation, and installation. Payment shall be made in accordance with following milestones:

Disbursement Schedule (attached as Exhibit B)

Commencement of Fabrication

Twenty-five percent (25%) (\$4,928.05) of the payment upon execution of Agreement.

Midpoint of Agreement

Fifty percent (50%) (\$9,856.11) of the payment upon completion of 25% of the work as determined by the Planning Division

Final Acceptance

Twenty-five percent (25%) (\$4,928.06) of the payment upon completion of all outstanding work and review and acceptance of Work by the City.

(b) All requests for payment shall be submitted to the Development Services Director in writing for review and approval and must be accompanied by a detailed invoice and original receipts and other documentation as required by the Planning Division supporting work completed.

- (c) Payment shall be issued within 30 days of approval of detailed invoices and requests for payment by the Public Art Coordinator.

2-2 ARTIST'S EXPENSES

The Artist shall be the responsible party for all mailing or shipping charges on submissions to the City, and the costs of all travel by the Artist and the Artist's agents and employees necessary for the proper performance of the services required under this Agreement.

ARTICLE 3: WARRANTIES

3-1 WARRANTIES OF TITLE

The Artist represents and warrants that:

- (a) The Work is solely the result of artistic effort of the Artist;
- (b) Except as otherwise disclosed in writing to the City, the Work is unique and original and does not infringe upon any copyright;
- (c) That the Work, or a duplicate thereof, has not been accepted for sale elsewhere; and
- (d) The Work is free and clear of any liens or claims from any source whatsoever.

3-2 WARRANTIES OF QUALITY AND CONDITION

The Artist represents and warrants that:

- (a) The execution and fabrication of the Work will be performed in a professional manner (expert, qualified, skilled);
- (b) The Work, as fabricated and installed, will be free from defects in material (except such defects as are normally present and unavoidable in natural materials and outlined in Proposal) and workmanship, including any defects or qualities which cause or accelerate deterioration of the Work; and
- (c) Reasonable maintenance of the Work will not require procedures substantially in excess of those described in the maintenance recommendations by the Artist to the City;
- (d) The warranties described in this Section 3-2 shall survive for a period of one (1) year after final acceptance of the Work. The City shall give notice to the Artist of any observed breach with reasonable promptness. The Artist shall, at the instruction of the City, and at no cost to the City, cure reasonably and promptly the breach of any such warranty which is curable by the Artist and which cure is consistent with professional standards, including for example, cure by means of repair or refabrication of the Work as determined by the City.

3-3 WARRANTIES OF WORK

The Artist represents and warrants that:

- (a) The Work will not substantially vary or deviate from the City approved Work without the prior written consent of the City.
- (b) It is agreed that the Artist has not intended to include hidden, subliminal or camouflaged messages of any kind or nature. However if due to unforeseen circumstances the City requests changes in the Work for this reason, it will do so at no expense to the Artist. If changes are requested, the Artist can thereafter solely decide whether the Work should continue to be attributed to the Artist. The City will comply with the Artist's decision at no expense to the Artist.

ARTICLE 4: INSURANCE

4-1 GENERAL

Before commencement of any work at the site, if applicable, the Artists shall apply for and must receive approval for an Encroachment Permit from the Department of Public Works. The permit requires execution of a Hold Harmless Agreement and an Agreement to provide insurance for the duration of the work performed. The insurance specifications required in a standard Encroachment Permit include general liability insurance with a \$1,000,000 combined single limit, and an endorsement adding the City, its agents, officers, and employees as additional insured. If the artist is using a vehicle for delivery and installation, automobile liability insurance is required and, if the artist has additional workers directly employed, Workers Compensation insurance is required at the statutory limits. The Encroachment Permit application (attached) provides additional details. The Artist shall not commence work under this Contract until the Artist has secured all insurance required under this section, and provided written proof to the City, nor shall the Artist allow any subcontractor to commence work on any subcontract until all similar insurance required of the subcontractor has been obtained and submitted to the City in writing.

ARTICLE 5: COPYRIGHT

5-1 Copyright in the Work and related design, drawings, sketches, and models will be owned by the Artist until acceptance of the Artist's Work by the City pursuant to Section 1-6 hereof. Notwithstanding the foregoing, the Artist agrees not to make use of such copyright in the Work for any purpose other than the performance by the Artist of the Artist's obligations under this Artwork Agreement, without the written consent of the City. Upon acceptance of the Artist's Work pursuant to Section 1-6 hereof, copyright in the Work will be owned jointly by the City and the Artist and no further use of the copyright will be made by the Artist or the City without the written consent of the other, which consent will not be unreasonably withheld.

5-2 The Artist certifies that the Artwork is a unique work of art especially designed for the City, and shall not duplicate or reproduce the Work nor shall the Artist permit others to do so except with the written permission of the City.

5-3 The City has the right to reproduce and distribute in printed form and on commercial documents and or brochures or any other literature of the City describing or dealing with its real estate holdings, photographs, realistic renderings, videotapes, or films of the Work. Such reproductions and use of the images of the Work for promotional purposes shall not constitute a breach of copyright and no royalty shall be due and payable by the City to the Artist for such use.

5-4 CREDIT TO THE ARTIST

All reproductions of the Work by the City shall contain a credit to the Artist.

5-5 CREDIT TO THE CITY

The Artist shall use his best effort to give a credit in any public showing under the Artist's control of illustrations of the Work as follows: "An original work owned and commissioned by the City of Pomona, California."

ARTICLE 6: ARTIST'S RIGHTS

6-1 MAINTENANCE

The City shall reasonably protect and maintain the Work against the ravages of time, vandalism, and the elements, in accord with the instructions of the Artist provided under Section 1-5(b).

6-2 ARTIST REPRODUCTION RIGHTS

Pursuant to Article 5, Section 5-1, the City agrees that the Artist shall have the right to reproduce and distribute in printed form and on non-commercial educational materials and brochures advertising or promoting the Artist and the Artist's career, two-dimensional images such as photos, slides or realistic renderings, video tapes, or films of the Work as installed and formally accepted by the City. Such reproductions and use of the images of the Work for promotional and educational purposes shall be deemed to not constitute a breach of copyright in any way and no royalty fee shall be due and payable to the Artist for such use. Such reproduction and images of the Work for publicity, promotion, and educational purposes shall, to the extent reasonably possible and appropriate, give reference to the City of Pomona.

ARTICLE 7: ARTIST AS INDEPENDENT CONTRACTOR

The Artist shall perform all work under this Agreement as an independent contractor and not as an agent or employee of the City. The Artist shall not be supervised by any employee or official of the City nor shall the Artist exercise supervision over any

employee or official of the City. The City alerts the Artist to the provisions of the Labor Code §1771, which may require the payment of prevailing wages.

ARTICLE 8: ASSIGNMENT, TRANSFER AND SUBCONTRACTING

Neither the City nor the Artist shall assign or transfer any interest in this Agreement without prior written consent of the other. The Artist may subcontract portions of the services to be provided hereunder at the Artist's expense provided that said subcontracting shall not affect the design, appearance or visual quality of the Work and shall be carried out under the personal supervision of the Artist, and in accordance with all applicable laws.

ARTICLE 9: TERMINATION

If either party to this Agreement shall willfully or negligently fail to fulfill, in a timely or proper manner, or otherwise violate any of the covenants or agreements material to this Agreement, then the other party shall thereupon have the right to terminate this Agreement by giving written notice to the defaulting party of its intent to terminate, specifying the grounds for termination. The defaulting party shall have ten (10) days after receipt of the notice to cure the default. In the event of default by the Artist, all finished and unfinished drawings, sketches, photographs, and other products prepared and submitted as part of the Final Design Plan or paid for through disbursement under this Agreement shall, at the City's option, become City property. This, however, shall not relieve the Artist of liability to the City for damages sustained by the City by virtue of any breach of this Agreement by the Artist. In addition to all other remedies, the City may reasonably withhold payments to the Artist until such time as the exact amount of damages due the City from the Artist is determined.

ARTICLE 10: CONTRACT ADMINISTRATOR

The Contract Administrator for this Agreement shall be [STAFF TITLE] of the City of Pomona, or his or her designee.

ARTICLE 11: NONDISCRIMINATION

In carrying out the performance of the services designated, the Artist shall not discriminate as to race, religion, sex, age, sexual orientation, national origin, the presence of any physical, mental or sensory handicap, or any other basis prohibited by applicable law.

ARTICLE 12: COMPLIANCE

The Artist shall be required to comply with all federal and state laws and City statutes, ordinances, and regulations applicable to the performance of the Artist's services under this Agreement, including but not limited to, the Pomona Municipal Code.

ARTICLE 13: ENTIRE AGREEMENT

This writing embodies the entire agreement and understanding between the parties hereto, and there are no other agreements or understandings, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby.

ARTICLE 14: MODIFICATION

No alteration, change, amendment, or modification of the term of this Agreement shall be valid, unless made in writing and signed by both parties hereto and approved by appropriate action of the City.

ARTICLE 15: WAIVER

No waiver of performance by either party shall be construed as or operate as a waiver of any subsequent default of any terms, covenants, or conditions in this Agreement. The payment or acceptance of fees for any period after a default shall not be deemed a waiver of any right nor an acceptance of performance.

ARTICLE 16: GOVERNING LAW

This Agreement, regardless of where executed or performed, shall be governed by and construed in accordance with the laws of the State of California.

ARTICLE 17: HEIRS AND ASSIGNS

This Agreement shall be binding upon and shall inure to the benefit of the City and of the Artist and of their respective heirs, personal representatives, successors, and permitted assigns.

ARTICLE 18: NOTICES

All notices, requests, demands, and other communications which are required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given upon delivery and receipt thereof, as the case may be, if delivered personally or sent by certified mail, return receipt requested, postage-prepaid as follows:

City:
c/o
City of Pomona
505 S. Garey Avenue
Pomona, CA 91766

Artist:
c/o
Athena Hahn
465 Sycamore Avenue
Claremont, CA 91711

ARTICLE 19: ATTORNEY'S FEES

Should any action or proceeding be brought to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by his respective authorized officers or representatives as of the day and year set forth on page one of this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

CITY OF POMONA:

Linda Lowry, City Manager

Date: _____

ARTIST:

Athena Hahn

Date: _____

APPROVED AS TO FORM:

City Attorney

**Final Design Plan - Pomona Public Library
Athena Hahn**

August 26, 2019

Narrative

Pomona Valley Public Library Proposal

Athena H Hahn

athenahahn@mac.com

August 12, 2019

I am honored to submit my final design for the Children's Mural, designed for the children's section of the Pomona Public Library. This mural has been designed to model engagement and creative thinking. My primary goal in this design is to provide images ripe with narrative potential in the mind of the viewer. There is a subtle theme of "hide and seek" running throughout the mural design which reinforces the overall theme of the joy of discovery.

In order to emphasize a sense of place, the geography represented in the background landscape is taken from old photos of the Pomona Valley, with stacks of books following the line of the foothills. The zoology of the Pomona Valley is represented by indigenous animals. This design is populated with children from the local population of Pomona. The ethnic make up of the children is an approximate split between the last Census demographics for Pomona and the current PUSD break down of children now in attendance in the district.

The background text is an unpunctuated list of popular children's book titles. The text is without punctuation or capitals to mimic the emergent process which children

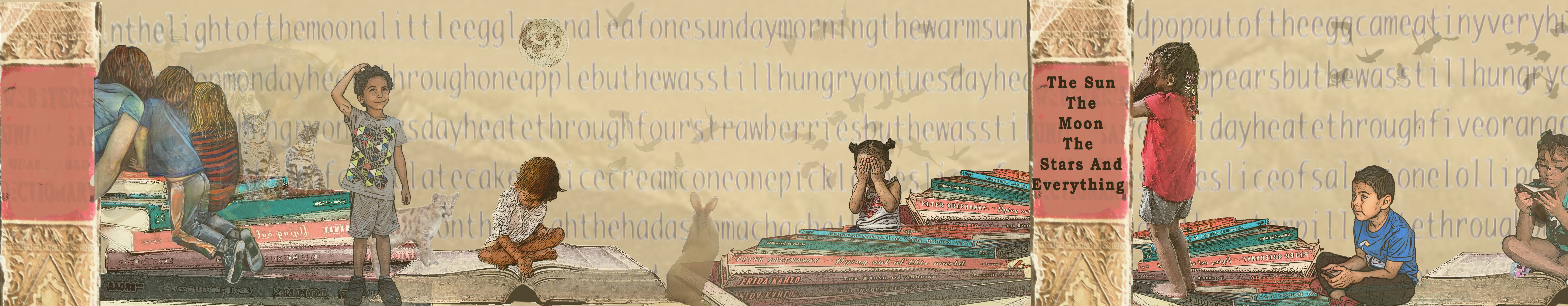
initially experience when learning to read. When learning to read, groupings of letters emerge first as individual words and later as grouping of words to form meaning.

Throughout the mural there are small allusions to culture and history. For example, The image of the moon is from a photo was taken from the Apollo 11 spacecraft, the manned flight to the moon which occurred in 1969; the year the library was built. The monarch butterflies which travel the coast of North America represent the migratory population that makes up our culture.

The colors of the children's clothing reference the color progression on the round table central to the children's section of the library. More subtle variations of the primary colors present in the library table are included to help expand the viewer's color vocabulary and as an early introduction to color theory.

The stacks of books are placed in the pattern of the Pomona Foothills and operate metaphorically as 'stairs' leading to potential new discoveries and knowledge gained through the words and ideas they contain.

Thank you for considering my proposal. I appreciate the time and care you put into providing public opportunities to experience culture through the arts.



**The Sun
The Moon
The Stars And
Everything**



**Author
You**

Anticipated Maintenance Plan
Athena Hahn
Children's Mural Pomona Library
August 13, 2019

The routine maintenance of the Children's Mural can be done by regular library maintenance staff and will consist of the following:

- 1) Routine dusting with a soft duster, suggested ever two months.
- 2) Wiping down the mural with a soft damp cotton or microfiber cloth once a year.
- 3) Should a hand print with food etc inadvertently end up on mural wipe with soft damp microfiber or cotton cloth.

In the unlikely instance of vandalism a professional artist will be required. Repair would likely consist of but not be limited to:

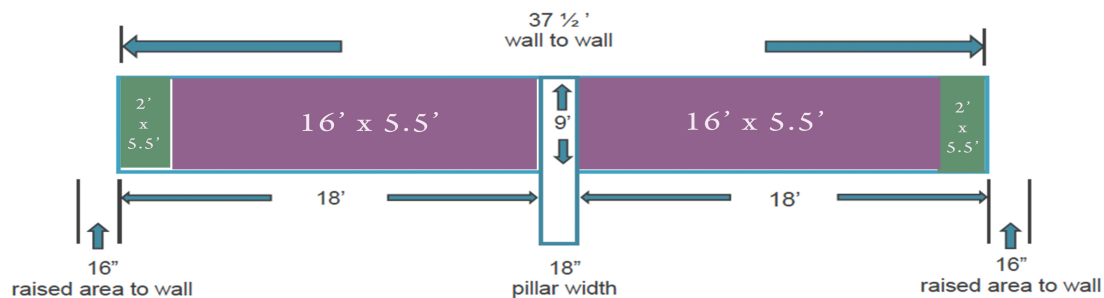
- 1) Taking down the damaged panel and patching a tear from the back with a strip of canvas extending 3-4 inches larger than the tear itself and adhering with Nova Gel.
- 2) Paint matching on the front of the mural would require a professional artist due to the variation of color used in the production of the mural.
- 3) All paint will be from Nova Color Paint a full list of pigments will be provided upon completion on mural.
- 4) In the instance of vandalism the artist Athena Hahn or someone recommended by her or a professional consultant will be required at a rate of 60.00 per hour plus the cost of materials.

Installation Proposal
Athena Hahn
Children's Mural
Pomona Public Library
August 13, 2019

The Installation of The Children's Mural will proceed as follows

- 1) Canvas fabrication: 2 weeks
- 2) Image development 6-8 weeks to prep surface develop completed image.
- 3) Primary Mural Installation: 1 day and will consist of: tenting to contain dust and toxins, drilling holes and installing bolts as dictated by canvas structure and wall condition. The possible addition of sawtooth wood hangers as needed.
- 4) 1-2 days to install center pillar book image schedule based on library availability
- 5) 1-2 days prep and painting of adjacent wall. Schedule to be determined based on library availability.

Installation Plan Hahn, Athena Children's Mural, Pomona Library



To be installed using bolts: 4 Canvases Total, 2 @ 16' x 5.5', 2 @ 2' x 5.5' all at 1" thickness.
Installation will require tenting to prevent dust from travelling.
Installation will take one day.
Specific location of Bolts TBD and will be determined based on structure of canvases.
Approximately 60lbs of weight for each side of center pillar totaling 120lbs



Color Sample adjacent wall

Installation Schedule
Athena Hahn
Children's Mural
Pomona Public Library
August 13, 2019

The Installation of The Children's Mural will proceed as follows

- 1) Canvas fabrication: 2 weeks
- 2) Image development 6-8 weeks to prep surface develop completed image.
- 3) Mural Installation: 1 day and will consist of: tenting to contain dust and toxins, drilling holes and installing bolts as dictated by canvas structure and wall condition. The possible addition of sawtooth wood hangers as needed.
- 4) 1-2 days prep and painting of adjacent wall. Schedule to be determined based on library availability.

**Final Budget - Pomona Public Library
Athena Hahn**

August 26, 2019

Athena Hahn Final Financial Estimate Children's Mural Pomona Library

Artists Fees	Design, organization and Painting of mural	EST at 30.00 per hour	15000.00
Paint	Gesso, Paint, Varnish	Supplied by Nova Color	800.00
Canvas	Materials and fabrication	2 a 66'x 192' 2@ 24' x 66'	1004.22
materials other	Brushes, Containers, Tarps	Various suppliers	200.00
Transportation	From Art's Canvas to studio, from studio to Library and possibly offsite for participation	Uhaul mileage, gas and truck rental, estimate	600.00
Mural Installation	Lotus Construction	Estimate attached insurance carried by contractor	1308.00
Painting Adjacent Wall		Estimates attached	800.00
			19712.22



**NOVA
COLOR**
Artists Acrylic Paint

1) Acrylic Retarder-Gallon299-4Gallon/128 fl. oz.	Quantity 1	19.00
2) Novaplex 235-5 Gal Pail235-55 Gallon Pail	Quantity 1	176.00
3) Exterior Varnish-5 Gal Pail216-55 Gallon Pail	Quantity 1	148.00
4) Gesso200-55 Gallon Pail	Quantity 1	148.00
5) Raw Umber Dark-Quart117D-3Quart/32 fl. oz.	Quantity 1	14.50
6) Burnt Umber-Quart101-3Quart/32 fl. oz.	Quantity 1	14.50
7) Burnt Sienna-Quart100-3Quart/32 fl. oz.	Quantity 1	14.50
8) Raw Umber-Quart117-3Quart/32 fl. oz.	Quantity 1	15.00
9) Yellow Ochre/Iron Oxide-Quart121-3Quart/32 fl. oz.	Quantity 1	14.50
10) Transparent Yellow Iron Oxide-Quart175-3	Quantity 1	29.00
11) Payne's Gray-Quart140-3Quart/32 fl. oz.	Quantity 1	21.00
12) Payne's Gray-Pint140-2Pint/16 fl. oz.	Quantity 1	12.25
13) Yellow Ochre/Iron Oxide-Pint121-2Pint/16 fl. oz.	Quantity 1	8.50

14) Transparent Yellow Iron Oxide-Pint175-2	Quantity 1	16.50
15) Raw Umber-Pint117-2Pint/16 fl. oz.	Quantity 1	8.75
16) Carbon Black-Pint109-2Pint/16 fl. oz.	Quantity 1	7.50
17) Carbon Black-Quart109-3Quart/32 fl. oz.	Quantity 1	13.00
18) Yellow Ochre/Iron Oxide-Quart121-3Quart/32 fl. oz.	Quantity 1	14.50
19) Raw Umber-Quart117-3Quart/32 fl. oz.	Quantity 1	15.00
20) Raw Titanium Matte-Gallon134-4Gallon/128 fl. oz.	Quantity 1	35.00
21) Phthalo Green-Pint116-2Pint/16 fl. oz.	Quantity 1	10.25
22) Phthalo Blue (red shade)-Quart115-3Quart/32 fl. oz.	Quantity 1	17.00
23) Portrait Tone-Quart150-3Quart/32 fl. oz.	Quantity 1	16.00
24) Alizarin Crimson Hue-Pint114-2Pint/16 fl. oz.	Quantity 1	16.50
25) Quinacridone Red-Pint129-2Pint/16 fl. oz.	Quantity 1	15.25
26) Cadmium Yellow Medium-Pint102-2Pint/16 fl. oz.	Quantity 1	14.00

Subtotal 834.00

Total 834.00

Art's Canvas

QUOTE

Order Date : 7/11/19

Customer Name : Athena Hahn

[illegible]

Delivery Address :

Billing Address :

Pick up

909-538-3760
Athenahahn@mac.com

Order Notes :

Subtotal :	917.10
pick up/Delivery/Freight :	
Sale Tax :	87.12
Adjustments :	
Order Total : \$	1,004.22

Please Note : As of August 1st, 2015 Art's Canvas no longer offers billing services as all orders are due and payable in full by cash or check payable to "Art's Canvas" upon delivery.

Art's Canvas
5125 Elton St. # 7 Baldwin Park, CA. 91706 (626) 960-3708 artscanvas@gmail.com



Lotus Construction Group
405 St. Augustine Ave.
Claremont, CA 91711

Construction Proposal

Lotus Construction Group, Inc.

July 14, 2019
Pomona Public Library Art install

Lotus Construction Group, Inc.
405 Saint Augustine Ave.
Claremont, California 91711
Claremont
(909) 621-1558
CSL# 801827

Proposal

July 14, 2019

Between the Owner: **Athena Hahn**
538-3760

And the Contractor: **Lotus Construction Group, Inc.**
405 Saint Augustine Ave.
Claremont, California 91711
Claremont
CSL# 801827
(909) 621-1558

For the Project: **Pomona Public Library Art install**

SCOPE OF WORK:
Install art pieces

TOTAL BASE PRICE: **\$1,308.00**

Project Totals:

GENERAL REQUIREMENTS

Protection

General Notes:

All labor, tools, equipment and materials to protect existing furnishings for the duration of the project.

Protection install **\$240.00**

Protection materials **\$45.00**

Protection **\$285.00**

SUBTOTAL GENERAL REQUIREMENTS **\$285.00**

ART INSTALLATION

Art Installation

General Notes:

All labor, tools, equipment and materials to install art pieces.

Art install labor **\$780.00**

<i>Install materials</i>	<i>\$25.00</i>
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Art Installation	\$805.00
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SUBTOTAL ART INSTALLATION	\$805.00
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COMPANY OVERHEAD & MARGIN

Company Overhead

<i>Company Overhead Percentage</i>	<i>\$109.00</i>
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Company Overhead	\$109.00
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Company Margin

<i>Company's Profit Margin</i>	<i>\$109.00</i>
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Company Margin	\$109.00
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SUBTOTAL COMPANY OVERHEAD & MARGIN	\$218.00
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GRAND TOTAL	\$1,308.00
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PREPARED FOR


Athena Hahn
Pomona Public Library

📍 625 S Garey Ave
Pomona, CA 91766

📞 (909) 538-3760

✉ athenahahn@mac.com

PREPARED BY



📞 714-349-6110

✉ sgibson@certapro.com

CertaPro Painters of Yorba Linda & Orange
(714) 485-2883
sgibson@certapro.com
<http://yorbalinda.certapro.com>
2905 E. Miraloma Avenue, Suite 6
Anaheim, CA 92806

License: CA Lic # 985901
Contractor License: CA Lic # 985901
Full Worker's Compensation Coverage
Regency Business Insurance Solutions Ph#949-393-4311

PRICE SUMMARY

Pomona Library Wall	\$750.00
Total:	\$750.00
Balance	\$750.00

PROJECT SUMMARY

Included in the price above: Pomona Library Wall (Paint an 81`long x 5.5 high wall in two coats)

Color: Will be changing to a light blue

Time Frame: 1 to 1.5 days

PROJECT DETAILS

	Paint	Sheen	Color	Paint / Primer Coats
Pomona Library Wall				
Walls	ProMar 200 Zero VOC-Latex	Flat	TBD	2
Paint Brands: Sherwin-Williams				

SET-UP

CUSTOMER TO:

- Allow clear access to work areas
- Remove all paintings, pictures, wall decorations
- Remove small and fragile objects

CERTAPRO WILL COVER & PROTECT

- Cabinets
- Fixtures
- Floors

CERTAPRO WILL

- Maintain clean work area
- Move furniture as required

EXCLUSIONS

PREPARATION

WALL PREPARATION: Wall to be painted as is. Pictures going back up, so nails will not be removed.

CLEAN-UP

To be completed in full daily in each room so as to allow customer access. The drop cloths, tools and ladders to be placed in a determined location by the Owner & CertaPro for safety. The only time clean up is not completed in full is if the Owner has agreed to allow painter to leave the room in a certain state so as to allow for more efficient production.

NOTES

CUSTOMER SERVICE COMMITMENT: The goal for this job is to provide the best customer experience possible. This is accomplished by being friendly and courteous, by making the customer feel part of the process. We recognize that we are guests on your property, and respect the privilege. We want to deliver an exceptional experience to you so that you will rate the service that we provided for you as a 10 out of 10 service.

WARRANTY ON ALL WORK: We warranty our work for 2-years against blistering and peeling. This is not just a "handshake" warranty. This is a legal document, please see back of proposal for details.

COLOR MATCHING: If you are choosing to have a color matched from an existing sample, we cannot ensure 100% accuracy. Color Matching though accurate is not an exact science, and human/mechanical error does come into play. If additional coatings are necessary to ensure your satisfaction, a charge for the additional paint and labor may be applied to your final bill.

NOTE ON MULTI-COAT FAILURES: In the event of a multi coat failure this will not be covered under any type of warranty. While we take every precaution to try and recognize any potential issues, in most cases it is impossible to foresee the previous coatings releasing as a result of the most recent coating pulling them loose. This is a result of the most recent coating having a stronger adhesion than previous coatings.

SPECIAL NOTE REGARDING COLOR SELECTIONS: Color selections can affect the price of this proposal. Some bright colors (Bright Whites, Reds, Blues and Yellows) along with Ultra Deep Base Dark Colors (Chocolate Browns, Charcoal Grays, Blacks, etc) may require multiple coats or more paint than what is initially calculated in this proposal to achieve a quality finish, regardless of the paint quality. We will contact you upon receiving color selections should additional time or paint be needed to achieve a quality finish.

PAYMENT METHODS: We accept checks and credit cards. The credit cards we accept are Visa & MasterCard.

If paying with check please make out to "CertaPro Painters of Yorba Linda" or "Scott Gibson" and give to your Job Site Supervisor assigned to your project. If paying by credit card please contact our Office Associate, Janet Gibson, at 714-349-9644 and she will provide details on how to process a credit card payment.

PAYMENT TERMS: No Deposit Required. Balance due upon substantial completion of project.

SIGNATURES

Authorized Franchise Representative Signature

Date

PAYMENT

Payment is due: In full upon job completion

DECLARATION OF CONTRACT

(I/We) Have read the terms stated herein, they have been explained to (me/us) and (I/we) find them to be satisfactory, and herby accept them.

Customer Signature

Date

DEFINITIONS AND CONDITIONS OF THIS CONTRACT

RELATIONSHIP — The individual giving you this proposal is an independent contractor licensed by CertaPro Painters® to use its systems and trademarks to operate a painting franchise. The work will be completed by the independent franchised contractor. Please make any check payable to the franchise shown on the front of this proposal.

COLORS — Colors may be chosen by the client prior to commencement of work. If, after the job starts, a color change is required, the independent Contractor will have to charge for time and material expenses incurred on the original color.

UNFORESEEN CONDITIONS — Should conditions arise which could not be determined by visual inspection prior to starting work, the client must pay an agreed upon extra for the completion of such work.

PROPOSAL — This proposal is valid for 60 days after it was written. In addition, the Independent Franchised Contractor should be informed of your desire to have the work done and receive a signed copy of the proposal before work is to be started.

ATTENTION CLIENT:

YOU, THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE BELOW NOTICE OF CANCELLATION FOR AN EXPLANATION OF THIS RIGHT. (SATURDAY IS A LEGAL BUSINESS DAY IN CONNECTICUT.) THIS SALE IS SUBJECT TO THE PROVISIONS OF THE HOME SOLICITATION SALES ACT AND THE HOME IMPROVEMENT ACT. THIS INSTRUMENT IS NOT NEGOTIABLE.

NOTICE OF CANCELLATION

YOU MAY CANCEL THIS TRANSACTION, WITHOUT ANY PENALTY OR OBLIGATION, WITHIN THREE BUSINESS DAYS FROM THE ABOVE DATE. IF YOU CANCEL, ANY PROPERTY TRADED IN, ANY PAYMENTS MADE BY YOU UNDER THE CONTRACT OR SALE, AND ANY NEGOTIABLE INSTRUMENT EXECUTED BY YOU WILL BE RETURNED WITHIN TEN BUSINESS DAYS FOLLOWING RECEIPT BY THE SELLER OF YOUR CANCELLATION NOTICE, AND ANY SECURITY INTEREST ARISING OUT OF THE TRANSACTION WILL BE CANCELLED. IF YOU CANCEL, YOU MUST MAKE AVAILABLE TO THE SELLER AT YOUR RESIDENCE IN SUBSTANTIALLY AS GOOD CONDITION AS WHEN RECEIVED, ANY GOODS DELIVERED TO YOU UNDER THIS CONTRACT OR SALE; OR YOU MAY, IF YOU WISH, COMPLY WITH THE INSTRUCTIONS OF THE SELLER REGARDING THE RETURN SHIPMENT OF THE GOODS AT THE SELLER'S EXPENSE AND RISK. IF YOU DO MAKE THE GOODS AVAILABLE TO THE SELLER AND THE SELLER DOES NOT PICK THEM UP WITHIN TWENTY DAYS OF THE DATE OF CANCELLATION, YOU MAY RETAIN OR DISPOSE OF THE GOODS WITHOUT ANY FURTHER OBLIGATION. IF YOU FAIL TO MAKE THE GOODS AVAILABLE TO THE SELLER, OR IF YOU AGREED TO RETURN THE GOODS AND FAIL TO DO SO, THEN YOU REMAIN LIABLE FOR PERFORMANCE OF ALL OBLIGATIONS UNDER THE CONTRACT. TO CANCEL THIS TRANSACTION, MAIL OR DELIVER A SIGNED AND DATED COPY OF THIS CANCELLATION NOTICE OR ANY OTHER WRITTEN NOTICE, OR SEND A TELEGRAM TO:

Name of Seller **CertaPro Painters of Yorba Linda & Orange**

DATE OF TRANSACTION _____
NOT LATER THAN MIDNIGHT OF _____

I HEREBY CANCEL THIS TRANSACTION

(Buyer's Signature)

(Date)

LIMITED TWO YEAR WARRANTY

Subject to the limitation set forth below, for a period of 24 months from the date of completion of the work described on the front of this contract, the Independent Franchise Owner named on the front of this contract (the "Contractor") will repair peeling, blistering or chipping paint resulting from defective workmanship.

THIS LIMITED WARRANTY DOES NOT COVER:

- Any work where the Contractor did not supply the paint or other materials.
- Any work which was not performed by the Contractor.
- Varnished surfaces.
- Surfaces made of, or containing, galvanized metal.
- The cost of paint required to perform the repairs.
- Repairs to horizontal surfaces or any surface that, by virtue of its design permits moisture to collect. Surfaces include, but are not limited to, decks, railings, stairs, porches, roofs and wood gutters.
- Exact paint match as environmental conditions will affect the color and finish of all paints over time.
- Any repairs which are necessitated as a result of a defect in the paint regardless of whether the paint was supplied by the Contractor or the customer.
- Bleeding caused by knots, rust or cedar.
- Cracks in drywall, plaster or wood.
- Peeling, blistering or chipping where they are caused by:
 - mill-glazing from smooth cedar
 - ordinary wear and tear.
 - abnormal use or misuse.
 - peeling of layers of paint existing prior to the work performed by the Contractor.
 - structural defects.
 - settling or movement.
 - moisture content of the substrate.
 - abrasion, mechanical damage, abrasive cleaning, abuse or damage resulting from use of chemicals or cleaning agents or exposure to harmful solids, liquids or gases.
 - damage or defects caused in whole or in part by reason of fire, explosion, flood, acts of God, extreme weather conditions, misuse, alteration, abuse, vandalism, negligence, or any other similar causes beyond the control of the Contractor.

Repairs under this limited warranty will be performed only on the specific areas where peeling, blistering or chipping has occurred and only to the level of surface preparation described in the preparation section of the Contract.

FOR THIS WARRANTY TO BE VALID, YOU MUST:

- Pay the full contract price.

- Retain a copy of the original contract.
- Retain a copy of your cancelled check or other evidence of payment in full.
- Pay for all materials used to perform the repairs.
- Make the property accessible to the Contractor, or his employees, to perform the repairs.

THIS LIMITED WARRANTY IS THE ONLY EXPRESS WARRANTY MADE BY THE CONTRACTOR AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. THIS WARRANTY COVERS ONLY THOSE SERVICES PROVIDED BY THE CONTRACTOR TO THE ORIGINAL PURCHASER NAMED ON THE FRONT OF THIS CONTRACT. IN NO EVENT SHALL THE CONTRACTOR BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES IN EXCESS OF THE ORIGINAL CONTRACT PRICE. THIS WARRANTY MAY NOT BE ALTERED OR EXTENDED FOR ANY PURPOSE UNLESS DONE SO IN WRITING IN A DOCUMENT EXECUTED BY ALL PARTIES TO THIS CONTRACT.

This warranty gives you specific legal rights. Some jurisdictions do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you.

For warranty service, you should contact your Contractor to schedule an inspection of your property by calling CertaPro Painters® at 800.462.3782.

Estimate #2 from Raybourn Painting

Raybourn Painting
CA Lic # 809803
Ph. 714-914-4863

Scott Raybourn Signature

Contractors Invoice

WORK PERFORMED AT:

Pomona Library

625 S. Garey Ave
Pomona, CA 91766

DATE

YOUR WORK ORDER NO.

OUR BID NO.

8-14-19

DESCRIPTION OF WORK PERFORMED

Repaint Wall Two Coats of Flat paint
customers choice of color.
approximately 5 feet by 80 ft.
Note: make repairs where needed

all Material is guaranteed to be as specified, and the above work was performed in accordance with the drawings and specifications provided for the above work and was completed in a substantial workmanlike manner for the agreed sum of

Dollars (\$ 800).

☐ Full invoice due and payable by:

Year

EXHIBIT B
DISBURSEMENT SCHEDULE

Disbursement 1: Commencement of Fabrication

Twenty-five percent (25%) (\$4,928.05) of the payment upon execution of Agreement.

Disbursement 2: Midpoint of Agreement

Fifty percent (50%) (\$9,856.11) of the payment upon completion of 25% of the work as determined by the Planning Division.

The artist shall provide itemized receipts for the work completed prior to Disbursement 2, such as: canvas fabrication, paint, brushes, containers, tarps, fabrication of identification plaque as required by CAC.

Disbursement 3: Final Acceptance

Twenty-five percent (25%) (\$4,928.06) of the payment upon completion of all outstanding work and review and acceptance of Work by the City.

The artist shall provide itemized receipts for the following prior to Disbursement 3, such as: mural installation, transportation, painting of the adjacent wall, other items as indicated in the Final Budget.