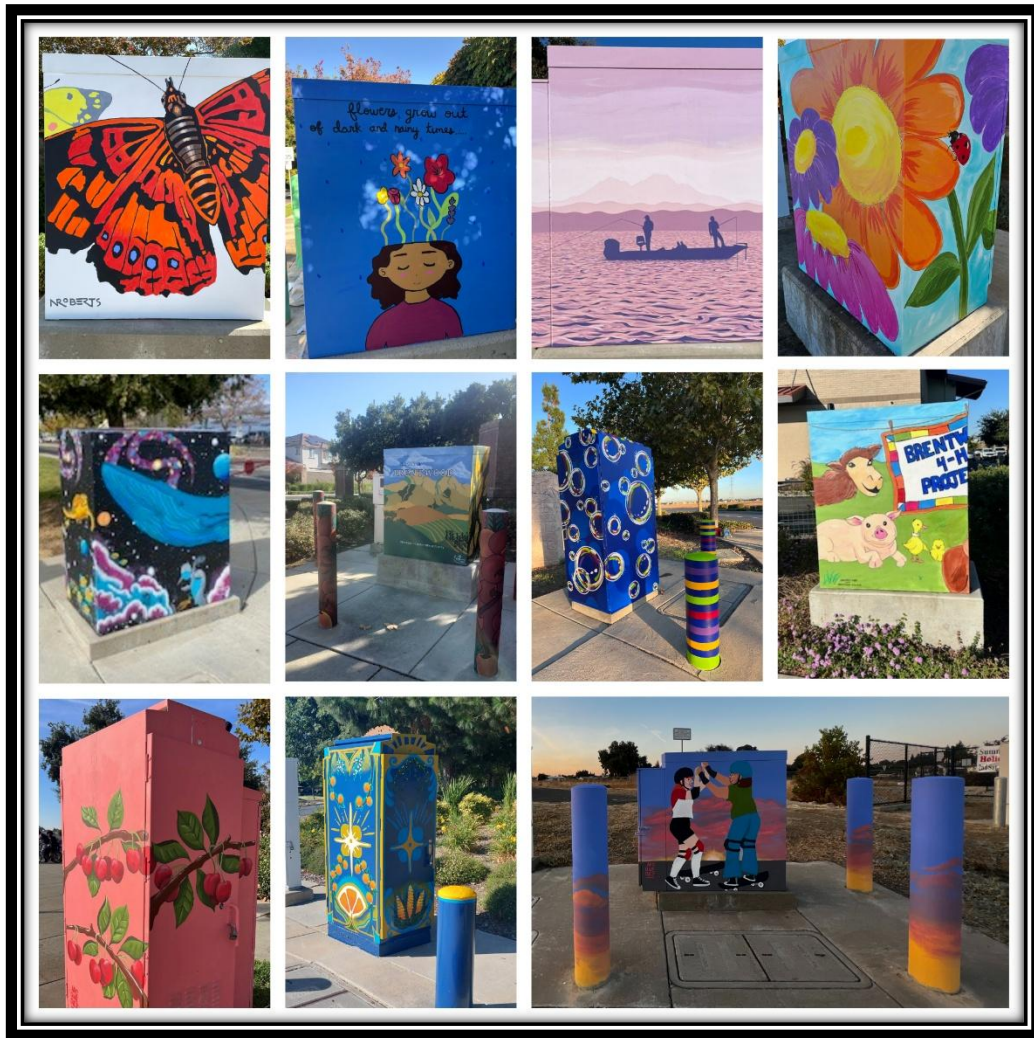




Open Call for Artists

Utility Box Mural Project



Date of Issuance:	April 27, 2026
Proposal Deadline:	May 31, 2026 at 5:00 p.m.

Updated Deadline: June 30, 2026 at 5:00p.m.

**CITY OF BRENTWOOD
OPEN CALL FOR ARTISTS**

The City of Brentwood and the Arts Commission invite artists to participate in the City's seventh Utility Box Mural Project.

The City and the Commission are seeking artists to showcase their work on ten (10) utility boxes located throughout Brentwood. The Arts Commission's goal is to focus on cultivating public art projects that foster authentic representation of diversity, social and cultural justice. Adhering to ethical standards and practices, the Commission strives to enrich the cultural landscape of our beautiful city.

Apply by submitting an application to the City of Brentwood, Parks and Recreation Department,

Attention: Lindsay Pinell, Recreation Supervisor
35 Oak Street
Brentwood, CA 94513

Applications will not be accepted after the deadline.

Please read this Open Call for Artists in its entirety before completing the application.

ARTIST ELIGIBILITY

This Open Call for Artists is open to all adult and student practicing artists residing in Contra Costa County. Art teachers interested in mentoring a group of students are also encouraged to apply.

All submitted entries must be the original design and artwork of the applicant and suitable for viewing by all ages.

Artwork containing obscene or offensive nudity, offensive symbols, or other inappropriate material will not be accepted by the City of Brentwood. All decisions made by the City of Brentwood regarding eligibility and selection are final.

DESCRIPTION AND LOCATION OF UTILITY BOXES

The City's utility boxes vary in size, but are typically approximately 4 feet 7 inches tall; 3 feet 2.5 inches wide and 2 feet 2 inches deep. The boxes are currently grey and/or silver and may require multiple applications of acrylic paint to achieve full coverage and complete the artwork.

Some utility boxes include bollards which may be incorporated into the overall design. Artists are responsible for painting the utility boxes, and bollards where applicable, using acrylic paint and/or vinyl wrap. Upon completion, the City will apply an anti-graffiti clear coat to protect the finished artwork.

The utility boxes are highly visible to pedestrians, motorists, and other passing traffic, providing a prominent public art opportunity.

The locations of the ten (10) utility boxes have not yet been determined. Final locations will be selected by the Arts Commission at a future meeting during the review of submitted proposals.

ARTWORK OPPORTUNITY

Proposed utility box mural artwork must be executed in acrylic paint and/or vinyl wrap and must cover all four sides and the top of the box. Artists may choose whether or not to incorporate bollards, where applicable, into their design.

The theme of the project is intended to be playful, original, and visually engaging for all ages.

Artists may submit more than one concept for this call. Artwork may not obstruct vents or restrict airflow through the boxes, and City staff must maintain full access to all utility box components at all times.

Selected artists will be responsible for preparing and painting or vinyl wrapping the utility box. The City will provide and apply an anti-graffiti clear coat upon completion to help protect the artwork.

Installation of the artwork must be completed upon execution of an Artist Agreement with the City of Brentwood and November 30, 2026. Installation may not begin until all required contracts, liability forms, and related documents have been completed and submitted to the City. Applicants under the age of 18 must have a parent or legal guardian sign all required forms.

Artists may include their name on the artwork in a space no larger than 3 inches by 5 inches.

Entries using copyrighted or trademarked images will not be accepted. Artwork must be original and may not be plagiarized, copied, or derived from another source. Entries must not defame or violate the rights of any person, living or deceased.

As a long-term public art installation, all completed artwork will become the property of the City of Brentwood.

APPLICATION

All requirements listed below must be met or the application will be removed from consideration:

- Submit a cover sheet with your name, mailing address, home and/or cell phone number, email address and website (if applicable).
- A final concept drawing that shows the front, back, top and sides of the utility box and bollards (if applicable) must be included in the application. Included in this package is a template for your use.
- Submit your application by e- mail at lpinell@brentwoodca.gov or hand-deliver the Brentwood Community Center at:

Attention: Lindsay Pinell, Recreation Supervisor
35 Oak Street
Brentwood, CA 94513
Applications will not be accepted after the deadline.

ARTIST SELECTION PROCESS

The selection panel will consist of members of the Arts Commission, who will review submitted applications at a workshop held prior to a regularly scheduled Commission meeting. Please note that this is a public meeting, and members of the public are welcome to attend.

Following its review, the Arts Commission will forward a recommendation for artwork approval to the City Council. City Council serves as the final decision-making body for this process.

Upon City Council approval, selected artist(s) will enter into an agreement with the City. Artists will be compensated \$800 per utility box, or \$900 per utility box when bollards are incorporated into the approved artwork design. The City will also provide a timeline for project completion.

(A sample Agreement for Artist Services is attached for reference.)

SELECTION CRITERIA

The Commission will consider the following when making the selection for the Utility Box Mural Project:

- Artistic excellence, innovation, and originality.
- Does the art meet the goals of the project and is it appropriate and visually engaging for all ages?

GENERAL TERMS AND CONDITIONS

The City of Brentwood, upon recommendation from the Arts Commission, reserves the right to supplement, amend or otherwise modify this solicitation and to request additional or supplemental information or proposals from any or all participating artists.

In addition, the City of Brentwood reserves the right to pre-screen, accept, or reject, at any time prior to the commissioning of the work, any or all proposals or any part thereof submitted in connection with this solicitation, to waive any defect or technicality, and to advertise for new proposals where the acceptance, rejection, waiver or advertisement would be in the best interest of the City of Brentwood.

FOR MORE INFORMATION AND/OR QUESTIONS, PLEASE CONTACT:

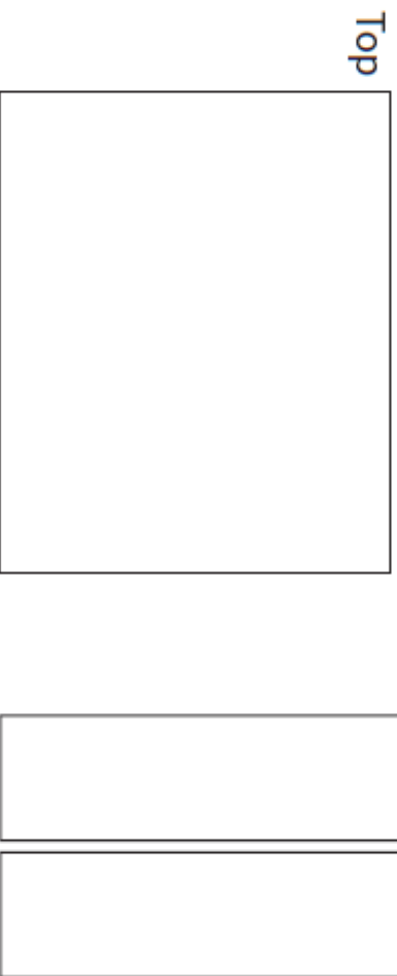
Lindsay Pinell, Recreation Supervisor,
City of Brentwood, Parks and Recreation Department
35 Oak Street, Brentwood, CA 94513
(925) 516-5117
Email: lpinell@brentwoodca.gov

Utility Box Template

Artist: _____

Inspiration: _____

Bollards
(optional)



Top



Front

Side

Back

Side

**SAMPLE AGREEMENT FOR ARTISTIC UTILITY BOX PAINTING SERVICES
(Artist Name)**

THIS AGREEMENT is made and entered into as of the _____ day of _____, 20__ by and between the City of Brentwood, a municipal corporation of the State of California ("City"), and _____, an artist ("Artist") (each a "Party" and collectively, the "Parties").

RECITALS

City requires the professional services of an artist that is specifically trained and experienced in artistic painting, which is a service outside of services offered by City. Artist has the necessary experience and professional skills in providing these professional services, has submitted a proposal to City, and has affirmed its willingness and ability to perform such work.

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

1. Scope of Work. City retains Artist, as an independent contractor, to perform, and Artist agrees to render, those services (the "Services") that are defined in Exhibit "A," attached and incorporated by this reference in accordance with the terms and conditions set forth in this Agreement.
2. Term. Unless earlier terminated, this Agreement will be effective for a period of _____ from the date first above written.
3. Compensation. The total fee payable for the Services to be performed will be a not to exceed amount of _____ dollars (\$xxx). Payment will be made pursuant to Exhibit "A." No other compensation for the Services will be allowed except for items covered by subsequent amendments to this Agreement. City reserves the right to withhold a ten percent (10%) retention until City has accepted the work and/or the Services specified in Exhibit "A."
4. Status of Artist. Artist will perform the Services as an independent contractor, free from the control and direction of City, in pursuit of Artist's independent calling, and not as an employee of City. City will not pay any tax, workers' compensation insurance, retirement contributions or unemployment contributions on behalf of Artist. Artist agrees to indemnify and pay City within thirty (30) days for any tax, retirement contribution, social security, overtime payment, unemployment payment or workers' compensation payment, including, but not limited to, those based on any provision of the Federal Affordable Care Act, which City may be required to make on behalf of Artist or any agent, employee, or contractor of Artist for work done under this Agreement. The payment made to Artist pursuant to the Agreement will be the full and complete compensation to which Artist is entitled. At the City's election, City may deduct the amounts paid pursuant to this Section, from any balance owing to Artist.

5. Indemnification. Artist will hold harmless, defend and indemnify City, its officers, agents, volunteers and employees from and against any and all claims, demands, costs or liability including attorney fees arising out of or in any way connected with the performance of this Agreement, caused in whole or in part by any act or omission of the Artist, any of its subcontractors, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except to the extent caused by the active negligence, sole negligence, or willful misconduct of City.

6. Insurance. Artist will furnish copy of automobile liability insurance to City prior to City's execution of the Agreement. The insurance will be in force during the life of this Agreement and will not be canceled without thirty (30) days prior written notice to the City

7. Conflict of Interest. City will evaluate Artist's duties pursuant to this Agreement to determine whether disclosure under the Political Reform Act and City's Conflict of Interest Code is required of Artist. Should it be determined that disclosure is required, Artist will complete and file with the City Clerk those schedules specified by City and contained in the Statement of Economic Interests Form 700.

8. Compliance With Laws. Artist will comply with all applicable local, state and federal laws, rules and regulations, including, but not limited to, those prohibiting discrimination and harassment.

9. Pandemic Health Laws. Artist's duty to comply with Laws includes compliance by Artist with all local, state, or federal Laws that have been or may be enacted in response to the COVID-19 pandemic (collectively, "Health Laws"), which include all of the County of Contra Costa Health Orders. Failure to fully comply with the Health Laws constitutes a material default, subject to all available remedies including suspension or termination.

10. Ownership Rights.

A. Copyrights.

1) Artist shall retain all copyrights in and to any work(s) created under this Agreement, provided that Artist hereby grant to City an irrevocable license to graphically depict the work for any non-commercial purpose whatsoever. For the purposes of this limitation, the graphic depiction of the work(s) on materials designed to promote City shall be deemed to be a non-commercial use. City shall not be responsible for any third party infringement of Artist's copyright.

2) If, for any reason, the approved design is not implemented, all rights to the proposed work shall be retained by Artist.

3) Artist agrees that all work performed under this Agreement shall comply with all applicable patent, trademark and copyright laws, rules, regulations and codes of the State of California and the United States. Artist hereby represents and warrants that the work does not, and Artist has not and will not, utilize any photographs, patent, trademark or copyright in performance under this Agreement unless and until Artist has obtained proper permission and all releases and other necessary documents. If Artist specifies any material, equipment, process or procedure which is protected, Artist shall disclose such patents, trademarks and copyrights in the construction drawings and technical specifications, such listing to be appended to this Agreement and shall be incorporated by this reference.

4) Artist agrees to release, indemnify, defend and save harmless City, its officers and employees from any and all claims, damages, suits, costs, expenses, liabilities, actions or proceedings of any kind resulting from the performance under this Agreement which infringes upon any patent, trademark or copyright or other right protected by law.

B. Artists Moral Rights; City Ownership Rights.

1) City intends to make its best efforts to display the work at the project site as originally created by Artist and to maintain the work in good condition. However, City must preserve complete flexibility to operate and manage City properties. Therefore, subject to its obligation to make good-faith efforts to consult with Artist as set forth in subparagraph (B)(3) below, City retains the absolute right to alter, repair, modify, remove, relocate, sell, dispose of, or destroy (collectively, "Modify") the work in its sole judgment. For example, City may Modify the work to eliminate hazards, to comply with the ADA, to otherwise aid in the management of its property and affairs, or through neglect or accident. If, during or after the term of this Agreement, City finds the project site to be inappropriate, City has the right to install the work at an alternate location that it chooses in its sole reasonable discretion

2) With respect to the work produced under this Agreement, except as otherwise set forth herein, Artist waives any and all claims, arising at any time and under any circumstances, against City its officers, agents, employees, successors and assigns, arising under the federal Visual Artists Rights Act (17 U.S.C. §§106A and 113(d)), the California Art Preservation Act (Cal. Civil Code §§987 et seq.), and any other local, state, federal or international laws that convey rights of the same nature as those conveyed under 17 U.S.C. §106A, Cal. Civil Code §§987 et seq., or any other type of moral right protecting the integrity of works of art. If the work is incorporated into a building such that the work cannot be removed from the building without physical defacement, mutilation, alteration, distortion, destruction, or other modification (collectively, "Modification") of the work, Artist waives any and all such claims against any future owners of the Site, and its agents, officers and employees, for Modification of the work.

3) Where time permits, prior to Modifying the work, City shall make reasonable good faith efforts to notify and consult with Artist, at the last phone number or address provided by Artist to the City, and to come to a mutually agreeable plan for disposition of the work. Such consultation shall be without charge by Artist unless otherwise specifically agreed to in writing. If the work is Modified and City intends to maintain the work on display, City shall make a reasonable good faith effort to engage Artist in the restoration of the work and to compensate Artist for Artist's time and efforts at fair market value, which may be the subject of a future Agreement between Artist and City. However, City has no obligation under this Agreement to restore the work or to compensate Artist for any restoration work. If City Modifies the work without Artist's consent in a manner that is prejudicial to Artist's reputation, Artist retains the right to disclaim authorship of the work in accordance with California Civil Code §987(d) and 17 U.S.C. §106A(a)(2).

4) Except as provided in this Agreement, with respect to third parties who are not officers, employees, agents, successors or assigns of City, Artist retains Artist's moral rights in the work, as established in the Visual Artists Rights Act (17 U.S.C. §§106A and 113(d)), the California Art Preservation Act (Cal. Civil Code §§987 and 989), or any other local, state, federal or international moral rights laws that protect the integrity of works of art. Accordingly, nothing herein shall prevent Artist from pursuing a claim against a third party who is not an officer, employee, agent, successor or assign of City for Modification of the work. City has no obligation to pursue claims against third parties to remedy or prevent Modification of the work. However, as owner of the work, City may pursue claims against third parties for damages or to restore the work if the work has been Modified without City's authorization.

11. Termination. City or Artist may terminate this Agreement at any time after a discussion and written notice to the other Party, which such termination effective immediately. City will pay Artist's costs for Services completed up to the time of termination, if the Services have been completed in accordance with the Agreement.

12. Notices. Any notices relating to this Agreement shall be given in writing and shall be deemed sufficiently given and served for all purposes when delivered personally, by facsimile or by generally recognized overnight courier service, or five (5) days after deposit in the United States mail, certified or registered, return receipt requested, with postage prepaid, addressed as follows:

For City:

City of Brentwood
150 City Park Way
Brentwood, CA 94513
Phone: (925) 516-5359
Attn: Lindsay Pinell, Recreation Supervisor
Email: lpinell@brentwoodca.gov

For Artist:

Name
Address
City, State, Zip
Phone:
Email:

Either Party may change its address for purposes of this section by giving the other Party written notice of the new address in the manner set forth above.

13. Claims and Lawsuits. By signing this Agreement, Artist agrees it may be subject to civil penalties for the filing of false claims as set forth in the California False Claims Act, Government Code sections 12650, *et seq.* Artist further acknowledges that debarment by another jurisdiction is grounds for the City of Brentwood to terminate this Agreement.

14. Venue and Jurisdiction. Artist agrees and stipulates that the proper venue and jurisdiction for resolution of any disputes between the Parties arising out of this Agreement is the Superior Court, Contra Costa County, California.

15. Assignment. Artist may not assign this Agreement or any part of it, or any monies due or to become due under it, without the prior written consent of City.

16. Entire Agreement. This Agreement, together with any other written document referred to or contemplated by it embody the entire Agreement and understanding between the parties relating to the subject matter of it. Neither this Agreement nor any of its provisions may be amended, modified, waived or discharged except in a writing signed by both Parties.

17. Waivers. The waiver by either Party of any breach or violation of any term, covenant, or condition of this Agreement or of any applicable law will not be deemed to be a waiver of such term, covenant, condition or law or of any subsequent breach or violation of same or of any other term, covenant, condition or law. The acceptance by either Party of any fee or other payment which may become due under this Agreement will not be deemed to be a waiver of any preceding breach or violation by the other Party of any term, covenant, or condition of this Agreement or any applicable law.

18. Signatures.

18.1 Counterparts. This Agreement may be executed in two or more counterparts, each of which together will be deemed an original, but all of which together will constitute the same instrument.

18.2 Digital/Electronic Signatures. Using a City-approved method, this Agreement may be executed through the use of digital or electronic signatures in accordance with Government Code Section 16.5. The presence of an electronic signature on this Agreement will be construed as the Parties' consent to do business electronically.

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

ARTIST:

By: _____
 , Artist

CITY:

By: _____
 E. Harith Aleem,
 Director of Parks & Recreation

ATTEST:

By: _____
 Amanda McVey, City Clerk

APPROVED AS TO FORM:

By: _____
 Thomas Lloyd Smith, Interim City
 Attorney

Exhibit A
Scope of Work

1. Artist is hereby contracted to provide artwork at the following utility box location:
2. Artist is to install artwork as per the drawings approved by City Council and attached hereto as Attachment 1. Any deviations from the approved drawings must be approved by the Director of Parks & Recreation.
3. Artist is responsible for sanding, priming, and painting the utility boxes with acrylics. The artwork must cover all four sides and the top of the utility boxes.
4. Artist will not restrict any vents or airflow through the boxes. City staff must be able to fully access the components inside the boxes at all times.
5. The installation of the work must be complete by xxxx.
6. City will provide payment to Artist 30 days after the services are complete. Payment is as follows:

Attachment 1
Photos of artwork

DRAFT