CITY OF VIRGINIA BEACH
Cultural Affairs

REQUEST FOR QUALIFICATIONS

I-264 & Rosemont Road Underpass Public Art Project

City of Virginia Beach, Virginia

Submission Deadline: December 18, 2026, 5:00 PM EST

Total Project Budget: $103,000

PROJECT OVERVIEW

The City of Virginia Beach Cultural Affairs Department is seeking qualifications from professional artists or artist-led teams **based in the Commonwealth of Virginia** to design and execute a large-scale painted mural for the I-264 underpass at Rosemont Road.

This is a qualifications-based selection. Applicants should not submit design concepts or proposals during Phase I. Only shortlisted artists will be invited and compensated to develop a conceptual design proposal.

ARTIST ELIGIBILITY

Applicants must be at least 18 years of age, a U.S. citizen and current resident of the Commonwealth of Virginia. Applicants must demonstrate experience successfully completing at least one comparable large-scale mural. Experience working in active transportation or similarly complex installation environments is preferred.

Artists must carry insurance for the duration of the project, be willing to meet all contractual obligations, adhere to a strict timeline, and are subject to a background

check. The selected artist or artist team must be properly registered with the Virginia State Corporation Commission (SCC) and obtain all required City of Virginia Beach business licenses prior to contract execution.

OPPORTUNITY

The City of Virginia Beach seeks an artist or artist team to transform the I-264 and Rosemont Road underpass through a large-scale painted mural. Located at a major crossroads in the geographic center of Virginia Beach, the underpass is experienced by tens of thousands of motorists each day and serves as an important connection between residential neighborhoods, employment centers, and the Virginia Beach oceanfront.

The mural will encompass two fascia beams and six selected concrete piers—three on each side of the underpass. Through bold color, pattern, and large-scale visual design, the project is intended to enhance this highly visible transportation corridor, create a more welcoming and visually engaging environment, discourage graffiti and vandalism, and expand the presence of public art in Virginia Beach.

Because the artwork will be viewed primarily from moving vehicles, the successful design should be bold, cohesive, and easily understood at a glance. The City is particularly interested in abstract compositions, geometric or textile-inspired patterns, color gradients or rhythmic forms, and stylized interpretations of landscape or flora. The examples included in this RFQ are provided for general inspiration and are not intended to prescribe a particular design or aesthetic.

PROJECT SITE & ARTWORK SCOPE

The mural will be installed on designated surfaces of the Interstate 264 underpass at Rosemont Road. The project scope includes:

- Two fascia beams, approximately 167 feet in length x 30 inches in height.

• Six selected concrete piers (three on each side of the underpass), approximately 13 feet-16 feet in height and 36 inches in diameter.

The bridge contains additional structural piers that are not included in the mural scope. Exhibits A–C identify the surfaces currently anticipated for artwork. Final locations and dimensions will be confirmed with the selected artist in coordination with the City and VDOT.

DESIGN APPROACH

Because the artwork will be experienced primarily by drivers moving through the underpass, the design must prioritize clarity, simplicity, and strong visual impact.

Designs should:

- Use large-scale shapes, color fields, or patterns that can be understood quickly
- Avoid complex imagery that cannot be read from a moving vehicle
- Avoid text or lettering
- Avoid detailed narrative scenes
- Create a calming and visually uplifting environment

PROJECT BUDGET: $103,000

The total project budget is not to exceed $103,000 and must include all costs associated with the design and completion of the mural. No additional City funding will be available beyond the contracted amount.

The budget must include, as applicable:

- Artist design and project management fees
- Paint, primer, protective coatings, and other approved materials
- All surface preparation, including pressure washing, cleaning, priming, and other preparation necessary for proper paint adhesion

- Labor and installation
- Lift and equipment rental
- Required traffic control and traffic-control planning
- Insurance and applicable permits
- Travel and lodging
- Project documentation/photography
- Community engagement
- Any subcontractor or other costs necessary to complete the project

Applicants should be aware that traffic control, equipment access, and other installation requirements associated with working in an active roadway environment may represent a significant portion of the project budget.

VDOT AND AARB REQUIREMENTS

The selected artist will be responsible for obtaining an approved traffic-control plan and contracting with an ATSSA/VDOT-certified traffic-control company as required. All traffic-control measures must comply with the Virginia Work Area Protection Manual. Associated costs must be included within the $103,000 project budget.

The final design is subject to review and approval by the City, VDOT, and the Virginia Art and Architectural Review Board (AARB). Cultural Affairs will coordinate the approval process; however, the selected artist must be available to make reasonable design or material revisions necessary to secure required approvals prior to installation.

PROJECT GOALS

The goals of this project are to:

- Beautify and enhance a major transportation corridor
- Introduce color and visual interest to bridge infrastructure
- Improve the daily visual experience for commuters

- Create a calm and welcoming environment beneath the underpass
- Deter vandalism through professionally designed artwork
- Expand the presence of public art within the City of Virginia Beach

Designs should be bold, simple, and visually readable within one to two seconds as drivers pass through the underpass.

This project aims to transform utilitarian infrastructure by introducing color and visual rhythm. It will serve as a visually engaging civic landmark that reflects local identity and enhances the commuter experience.

VISUAL EXAMPLES ON PAGES 6 & 7:

- Abstract compositions
- Geometric or textile-inspired patterns
- Color gradients or rhythmic forms
- Stylized interpretations of landscape or flora

UNDERPASS PUBLIC ART DESIGN EXAMPLES



Muskegon Rails Project "Calm and Quiet" by Jimmy Cobb



MARTA Underpass Mural, by Milagros Collective



Synchronicity Mural, Sugarloaf CID, by Krista M. Jones (JONESY)

COMMUNITY ENGAGEMENT

The selected artist will be expected to engage with nearby neighborhoods during the design development phase. This may include meetings or presentations with local civic leagues and community stakeholders located near the Rosemont Road corridor, which Cultural Affairs will help coordinate. Community engagement will help inform the final design and ensure the artwork reflects the character and identity of the surrounding area.

DESIGN SPECIFICATIONS & MAINTENANCE GUIDELINES

The artwork must use durable, exterior-grade materials appropriate for concrete and painted infrastructure surfaces and capable of withstanding weather, UV exposure, roadway conditions, and routine maintenance. The final mural must comply with all applicable City, VDOT, traffic-safety, and public-safety requirements.

The completed artwork must receive an approved anti-graffiti/protective coating. The artist will provide the City with a maintenance manual identifying paint colors and products, coating systems, recommended cleaning and repair procedures, and other information necessary for future maintenance. The artist will be responsible

for repairs to the artwork resulting from material or installation deficiencies for a period of two years following completion.

INSTALLATION REQUIREMENTS

The selected artist or artist team will be responsible for all aspects of artwork production and installation. Responsibilities include:

- Cleaning and preparation of all designated bridge surfaces, including pressure washing, priming, and any other preparation necessary for proper paint adhesion
- Painting and application of required protective coatings
- Rental and operation of lifts or other access equipment
- Installation labor and materials
- Coordination with City staff regarding site access and installation schedule
- Compliance with applicable safety and traffic requirements

Because the project is located within an active, highly trafficked roadway environment, installation may be required during off-peak hours or overnight. All associated costs must be included within the $103,000 project budget.

SELECTION PROCESS

Advisory Panel and Criteria

A Public Art Advisory Panel will be formed by the Cultural Affairs Department. The committee will include at least two City representatives, a Public Art Committee member, an arts professional (who may also be a qualified Public Art Committee member), the project's landscape architect or engineer (if applicable), and at least one citizen at large who represents the community where the project is located.

PHASE I: QUALIFICATIONS REVIEW

The artist's statement of interest, professional work history, and portfolio will be evaluated based on:

1. Artistic excellence, innovation, and originality as evidenced by past work.

2. Demonstrated experience successfully completing comparable large-scale mural, public art, or exterior artwork projects.
3. Demonstrated ability to manage projects of similar scope and complexity within budget and schedule.
4. Experience working with community stakeholders or stakeholder groups.

PHASE II: DESIGN PROPOSALS

Each shortlisted artist or artist team invited to submit a Phase II conceptual design proposal will receive a $750 honorarium upon submission of the required proposal materials.

Finalists will present:

1. A conceptual design proposal
2. A written description of design approach
3. Preliminary materials and installation strategy
4. Preliminary project budget and timeline

PHASE II: DESIGN PROPOSAL SELECTION CRITERIA

Finalist proposals will be evaluated based on:

1. Artistic excellence, originality, and overall strength of the proposed design.
2. Responsiveness to the project goals and design approach described in the RFQ.
3. Appropriateness of the design for the site and a high-traffic transportation environment.
4. Feasibility, durability, and maintenance considerations.
5. Ability to successfully execute the proposed design within the $103,000 project budget and project schedule.

APPLICATION REQUIREMENTS

Submissions must be received as one complete application sent to AZia@vbgov.com with the subject line "**Rosemont Underpass Public Art RFQ**" by 5:00 PM EST,

December 18, 2026. To ensure submissions are received, all responses must be submitted via email as attached files. Cloud links and/or condensed files may be blocked as spam.

A complete application must include:

1. **Artist Statement of Interest** (3,000 characters maximum): Briefly describe your interest in the project, relevant experience with large-scale murals or infrastructure-based artwork, experience working in complex installation environments, and your ability to successfully complete the project within the stated budget and schedule.
2. **Resume or CV**
3. **Portfolio**: Images of past artwork that demonstrate your qualifications. Submit up to a total of 8 images of completed projects.
4. **Image List**: Include a list of the submitted images with descriptions that clearly explain both the projects and the images. Please indicate Title, Date, Location, Dimensions, Materials, and Budget (if applicable).

SUBMISSION INSTRUCTIONS

Email applications to: AZia@vbgov.com

Subject Line: Rosemont Underpass Public Art RFQ

RFQ Applications must be received by 5:00 PM EST, December 18, 2026.

PROJECT TIMELINE

RFQ Released: November 20, 2026

Deadline for Questions: December 9, 2026 (Answers will be posted on www.vbpublicart.org)

Submission Deadline: **5:00 PM EST, December 18, 2026**

Finalists Selected: Approximately by February 2027

Artist Selected: By Spring 2027

Contract Executed: Spring 2027

Artwork Installation: By Fall 2027

Questions: Please contact: AZia@vbgov.com

SITE CONTEXT

The I-264 and Rosemont Road interchange is located in central Virginia Beach along one of the City's major transportation corridors. I-264 provides a primary connection between communities throughout South Hampton Roads and the Virginia Beach oceanfront.

Rosemont Road is a major north-south corridor in central Virginia Beach and is part of the City's larger Rosemont Strategic Growth Area initiative. The surrounding area includes commercial corridors and established residential neighborhoods, including Princess Anne Plaza and Windsor Woods.

The underpass is experienced by tens of thousands of motorists each day and occupies a highly visible location within the city. The project provides an opportunity to introduce public art into an everyday transportation environment and create a stronger visual identity for the Rosemont Road corridor.

SITE RELATED IMAGES

EXHIBIT A: DESIGNATED MURAL SURFACES

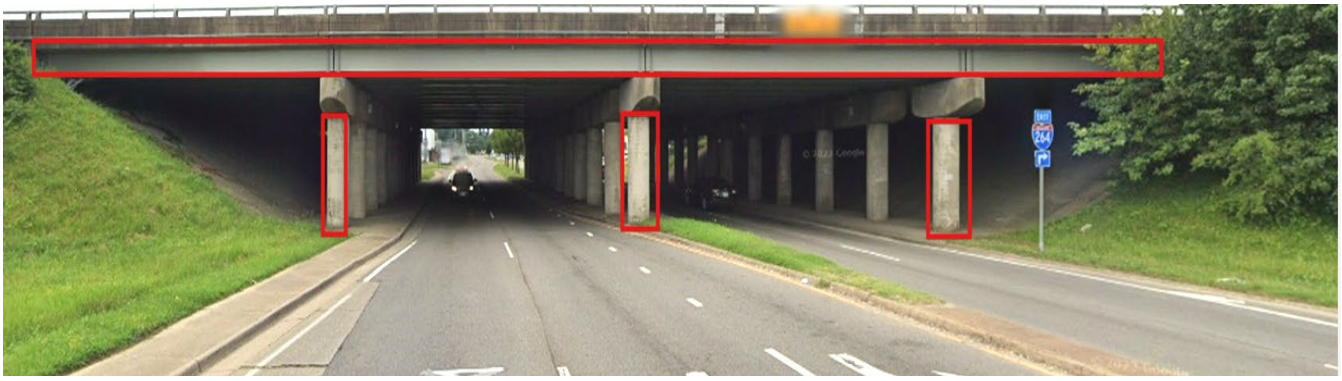


EXHIBIT B: SITE DIMENSIONS

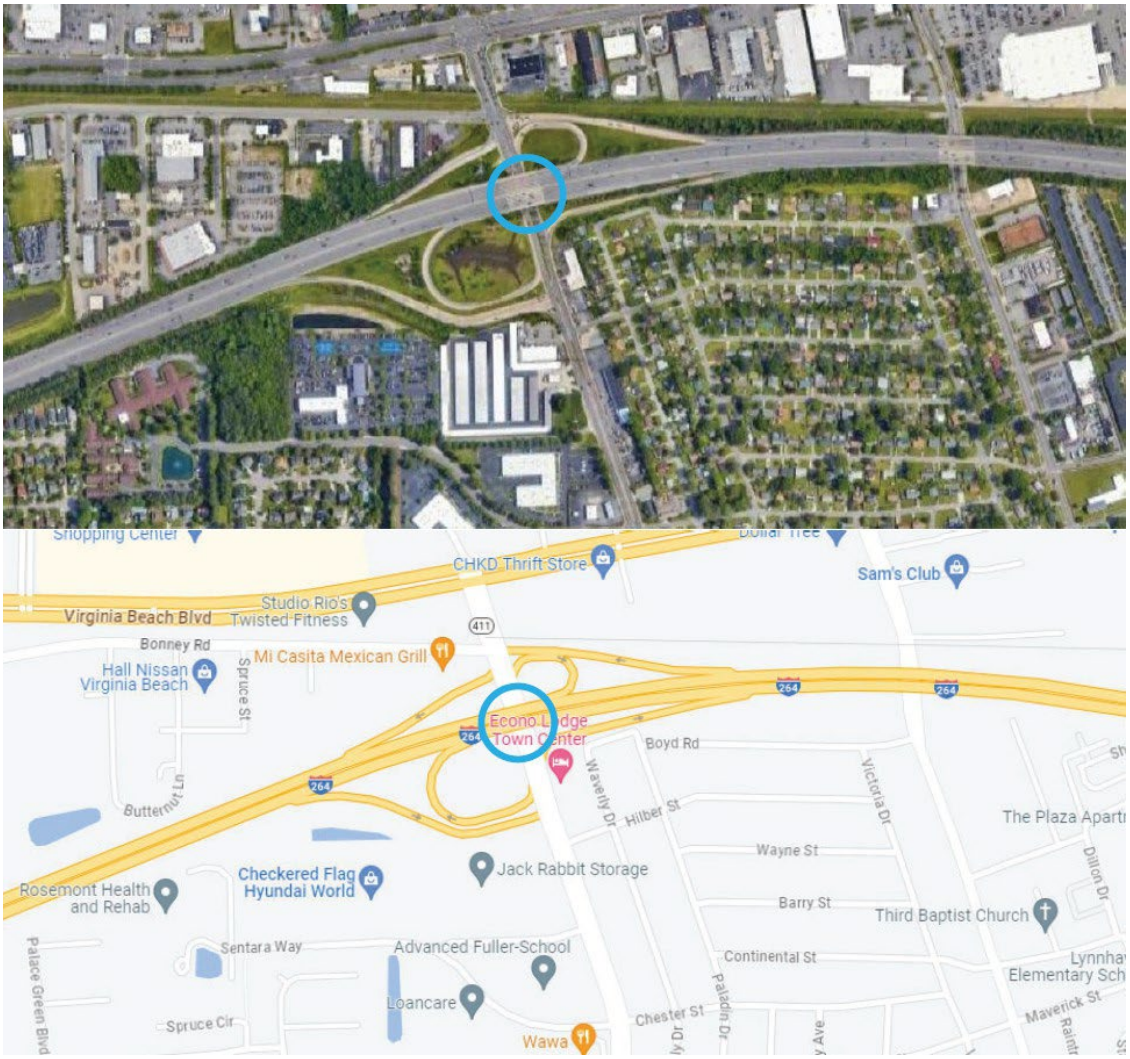


The project scope includes:

- **Two fascia beams, approximately 167’ L x 30’’ H.**
- **Six selected concrete piers, approximately 13’-16’ in height and 36” in diameter.**

CITY OF VIRGINIA BEACH
Cultural Affairs

EXHIBIT C: SITE LOCATION



RULES AND GUIDELINES

Rights and Conditions

The City of Virginia Beach reserves the right to reject any or all submissions and to terminate the selection process if it is determined to be in the City's best interest. The City reserves the right to remove, modify, or replace the artwork at any time after installation. Submission of an application constitutes agreement with the conditions outlined in this RFQ.

Business License Requirement for Shortlisted Artist/Artist Teams

If the shortlisted Artist is a business, located in the City of Virginia Beach or at any time during the performance of this Agreement obtains situs for purposes of business license taxes, it shall be unlawful for such business to conduct or engage in such business, trade or occupation without having first obtained the proper license from the Commissioner of the Revenue of the City, and the shortlisted Artist covenants that it has a business license where one is required to perform this Agreement. If selected Artist is not registered as a business, the application can be found at https://www.vbgov.com/business/starting/Pages/registering-a-business.aspx and all fees are the responsibility of the artist.

Deviation from Approved Final Design

The selected artist must execute the artwork in accordance with the final design approved by the City and applicable reviewing agencies. Any substantive changes to the approved design must receive prior written approval from the City.

Right to Remove

The City of Virginia Beach makes no representation or guarantee that any artwork, once installed, will remain on display for any period of time. The City of Virginia

Beach reserves the right, in its sole discretion, to paint over, replace or remove the artwork at any time.

Contract Between Artist and City of Virginia Beach

Award for this solicitation will result in the establishment of a signed City Agreement to complete the work described within the proposal for an amount not to exceed $103,000.

Application to any project advertised by the City of Virginia Beach constitutes agreement to all applicable rules and guidelines outlined in this RFQ and artist contract.

I agree to all terms and conditions of this RFQ. Please return this signed document with your submission.

_____ _____

Signature Date

ANTICOLLUSION/NONDISCRIMINATION/DRUG-FREE WORKPLACE CLAUSE

ANTICOLLUSION CLAUSE:
IN THE PREPARATION AND SUBMISSION OF THIS BID, SAID OFFEROR DID NOT EITHER DIRECTLY OR INDIRECTLY ENTER INTO ANY COMBINATION OR ARRANGEMENT WITH ANY PERSON, FIRM OR CORPORATION, OR ENTER INTO ANY AGREEMENT, PARTICIPATE IN ANY COLLUSION, OR OTHERWISE TAKE ANY ACTION IN THE RESTRAINT OF FREE, COMPETITIVE BIDDING IN VIOLATION OF THE SHERMAN ACT (15 U.S.C. SECTION 1), SECTIONS 59.1-9.1 THROUGH 59.1-9.17 OR SECTIONS 59.1-68.8 THROUGH 59.1-68.8 OF THE CODE OF VIRGINIA.

THE UNDERSIGNED OFFEROR HEREBY CERTIFIES THAT THIS AGREEMENT, OR ANY CLAIMS RESULTING THERE FROM, IS NOT THE RESULT OF, OR AFFECTED BY, ANY ACT OF COLLUSION WITH, OR ANY ACT OF, ANOTHER PERSON OR PERSONS, FIRM OR CORPORATION ENGAGED IN THE SAME LINE OF BUSINESS OR COMMERCE; AND, THAT NO PERSON ACTING FOR, OR EMPLOYED BY, THE CITY OF VIRGINIA BEACH HAS AN INTEREST IN, OR IS CONCERNED WITH, THIS BID; AND, THAT NO PERSON OR PERSONS, FIRM OR CORPORATION OTHER THAN THE UNDERSIGNED, HAVE, OR ARE, INTERESTED IN THIS BID.

DRUG-FREE WORKPLACE:
DURING THE PERFORMANCE OF THIS CONTRACT, THE CONTRACTOR AGREES TO (I) PROVIDE A DRUG-FREE WORKPLACE FOR THE CONTRACTOR'S EMPLOYEES; (II) POST IN CONSPICUOUS PLACES, AVAILABLE TO EMPLOYEES AND APPLICANTS FOR EMPLOYMENT, A STATEMENT NOTIFYING EMPLOYEES THAT THE UNLAWFUL MANUFACTURE, SALE, DISTRIBUTION, DISPENSATION, POSSESSION, OR USE OF A CONTROLLED SUBSTANCE OR MARIJUANA IS PROHIBITED IN THE CONTRACTOR'S WORKPLACE AND SPECIFYING THE ACTIONS THAT WILL BE TAKEN AGAINST EMPLOYEES FOR VIOLATIONS OF SUCH PROHIBITION; (III) STATE IN ALL SOLICITATIONS OR ADVERTISEMENTS FOR EMPLOYEES PLACED BY OR ON BEHALF OF THE CONTRACTOR THAT THE CONTRACTOR MAINTAINS A DRUG-FREE WORKPLACE; AND (IV) INCLUDE THE PROVISIONS OF THE FOREGOING SECTIONS I, II, AND III IN EVERY SUBCONTRACT OR PURCHASE ORDER OF OVER $10,000, SO THAT THE PROVISIONS WILL BE BINDING UPON EACH SUBCONTRACTOR OR VENDOR.

FOR THE PURPOSE OF THIS SECTION, “DRUG-FREE WORKPLACE” MEANS A SITE FOR THE PERFORMANCE OR WORK DONE IN CONNECTION WITH A SPECIFIC CONTRACT AWARDED TO A CONTRACTOR IN ACCORDANCE WITH THIS CHAPTER, THE EMPLOYEES OF WHOM ARE PROHIBITED FROM ENGAGING IN THE UNLAWFUL MANUFACTURE, SALE, DISTRIBUTION, DISPENSATION, POSSESSION OR USE OF ANY CONTROLLED SUBSTANCE OR MARIJUANA DURING THE PERFORMANCE OF THE CONTRACT.

NONDISCRIMINATION CLAUSE:

1. EMPLOYMENT DISCRIMINATION BY OFFEROR SHALL BE PROHIBITED.
2. DURING THE PERFORMANCE OF THIS CONTRACT, THE SUCCESSFUL OFFEROR SHALL AGREE AS FOLLOWS:

    A. THE OFFEROR, WILL NOT DISCRIMINATE AGAINST ANY EMPLOYEE OR APPLICANT FOR EMPLOYMENT BECAUSE OF RACE, RELIGION, COLOR, SEX, NATIONAL ORIGIN, AGE, DISABILITY, OR ANY OTHER BASIS PROHIBITED BY STATE LAW RELATING TO DISCRIMINATION IN EMPLOYMENT, EXCEPT WHERE THERE IS A BONA FIDE OCCUPATIONAL QUALIFICATION/CONSIDERATION REASONABLY NECESSARY TO THE NORMAL OPERATION OF THE OFFEROR. THE OFFEROR AGREES TO POST IN CONSPICUOUS PLACES, AVAILABLE TO EMPLOYEES AND APPLICANTS FOR EMPLOYMENT, NOTICES SETTING FORTH THE PROVISIONS OF THIS NONDISCRIMINATION CLAUSE.

B. THE OFFEROR, IN ALL SOLICITATIONS OR ADVERTISEMENTS FOR EMPLOYEES PLACED ON BEHALF OF THE OFFEROR, WILL STATE THAT SUCH OFFEROR IS AN EQUAL OPPORTUNITY EMPLOYER.

C. NOTICES, ADVERTISEMENTS, AND SOLICITATIONS PLACED IN ACCORDANCE WITH FEDERAL LAW, RULE OR REGULATION SHALL BE DEEMED SUFFICIENT FOR THE PURPOSE OF MEETING THE REQUIREMENTS OF THIS SECTION.

D. OFFEROR WILL INCLUDE THE PROVISIONS OF THE FOREGOING SECTIONS A, B, AND C IN EVERY SUBCONTRACT OR PURCHASE ORDER OF OVER $10,000, SO THAT THE PROVISIONS WILL BE BINDING UPON EACH SUBCONTRACTOR OR VENDOR.

Name and Address of Offeror:

_____

_____

_____

Date: _____

By: _____
Signature in Ink

_____
Printed Name

_____
Title

E-mail Address: _____

Telephone Number: ( ) _____

Fax Phone Number: ( ) _____

FIN/SSN #: _____

If your firm a “minority” business: ☐ Yes ☐ No

If yes, please indicate the “minority” classification below:

☐ African American ☐ Hispanic American

☐ American Indian ☐ Eskimo

☐ Asian American ☐ Aleut

Other, Please Explain: _____

Is your firm Woman Owned? ☐ Yes ☐ No

Is your firm a Small Business? ☐ Yes ☐ No

Is your firm Service-Disabled Veteran Owned? ☐ Yes ☐ No

SAMPLE ARTIST AGREEMENT

This Artist Agreement ("Agreement") is made effective as of this _____ day of _____, 2027 ("Effective Date"), between The City of Virginia Beach, a municipal corporation of the Commonwealth of Virginia ("City") and _____ ("Artist"), a principal place of business or residence located at _____.

I. PURPOSE:
See Exhibit A, Attached Hereto.

II. BACKGROUND:
See Exhibit A, Attached Hereto.

III. SITE DESCRIPTION:
See Exhibit A, Attached Hereto.

IV. SCOPE OF WORK:
See Exhibit B, attached hereto and incorporated fully herein by reference.

V. GENERAL TERMS AND CONDITIONS:

A. Term of Agreement.
This Agreement shall commence upon the Effective Date and continue thereafter until Acceptance.

B. Termination with Cause/Default/Cancellation.
In the event that the Artist shall for any reason or through any cause be in default of the terms of this Agreement, the City may give the Artist written notice of such default by certified mail/return receipt requested at the address set forth in Section IX.

Unless otherwise provided, the Artist shall have ten (10) days from the date such notice is mailed in which to cure the default. Upon failure of the Artist to cure the default, the City may immediately cancel and terminate this Agreement as of the mailing date of the default notice.

Upon termination, the Artist shall withdraw their personnel and equipment, cease performance of any further work under the Agreement, and turn over to the City any work in process for which payment has been made.

In the event of violations of law, safety or health standards and regulations, this Agreement may be immediately cancelled and terminated by the City and provisions herein with respect to opportunity to cure default shall not be applicable.

C. Nondiscrimination.
Employment discrimination by the Artist shall be prohibited. During the performance of this Agreement, the Artist agrees as follows:

1. Artist will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification/consideration reasonably necessary to the normal operation of the Artist. Artist agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
2. Artist, in all solicitations or advertisements for employees placed by or on behalf of the Artist, will state that the Artist is an equal opportunity employer.
3. Notices, advertisements, and solicitations placed in accordance with federal law, rule or regulations shall be deemed sufficient for the purpose of meeting the requirements of this section.

D. Artist will include the provisions of the foregoing Sections 1, 2, and 3 in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

E. Drug Free Workplace.

During the performance of this Agreement, the Artist agrees as follows:

1. Artist will provide a drug-free workplace for the Artist's employees.
2. Artist will post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Artist's workplace and specifying the actions that will be taken against employees for violations of such prohibition.
3. Artist will state in all solicitations or advertisements for employees placed by or on behalf of the Artist that the Artist maintains a drug-free workplace.
4. Artist will include the provisions of the foregoing Sections 1, 2, and 3 in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

F. Faith Based Organizations.

The City of Virginia Beach does not discriminate against Faith-Based Organization.

G. Compliance with Immigration Laws.

Artist does not currently, and shall not during the performance of this Agreement, knowingly employ an unauthorized alien, as defined in the federal Immigration Reform and Control Act of 1986.

H. Exclusivity.

The City reserves the right to procure goods or services covered under this Agreement from a third party when, in the City's sole discretion, it is deemed to be in the City's best interest.

I. Compliance with All Laws.

Artist shall comply with all federal, state, and local statutes, ordinances, and regulations now in effect or hereafter adopted, in the performance of scope of work set forth herein. Artist represents that it possesses all necessary licenses and permits required to

conduct their business and will acquire any additional licenses and permits necessary for performance of this Agreement prior to the initiation of work.

J. Business Entity Registration – Foreign and domestic business authorized to transact business in the Commonwealth

Artist shall be registered and authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 or as otherwise required by law. Artist shall submit proof of such registration to the City. Additionally, the Artist shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or canceled at any time during the term of the Agreement.

K. Agreement interpreted under laws of Virginia.

This Agreement shall be deemed to be a Virginia contract and shall be governed as to all matters whether of validity, interpretations, obligations, performance or otherwise exclusively by the laws of the Commonwealth of Virginia, and all questions arising with respect thereto shall be determined in accordance with such laws. Regardless of where actually delivered and accepted, this Agreement shall be deemed to have been delivered and accepted by the parties in the Commonwealth of Virginia.

L. Venue.

Any and all suits for any claims or for any and every breach or dispute arising out of this Agreement shall be maintained in the appropriate court of competent jurisdiction in the City of Virginia Beach, or the U.S. District Court for the Eastern District of Virginia, Norfolk District.

M. Business License Requirement.

If the Artist is a business, located in the City of Virginia Beach or at any time during the performance of this Agreement obtains situs for purposes of business license taxes, it shall be unlawful for such business to conduct or engage in such business, trade or occupation without having first obtained the proper license from the Commissioner of the Revenue of the City, and the Artist covenants that it has a business license where one is required to perform this Agreement. If the selected Artist is not registered as a business, the application can be found at https://cor.virginiabeach.gov/businesses/vbepay-portal

Artist should include the application fee in their budget.

N. Independent Contractor.

Artist shall agree and covenant that they are and shall be at all times, an independent contractor, and as such, shall have and maintain complete control over all of their employees and operations. Neither the Artist nor anyone employed by them shall be, represent, act, purport to act, or be deemed to be an agent, representative, employee, or servant of the City. Nothing in this section shall be deemed to absolve or otherwise limit the Artist's liability and responsibility to safely and correctly perform their duties under this Agreement.

O. Integration/Merger.

This Agreement and any appendices attached hereto constitute the entire agreement of the parties and supersedes all prior agreements, understandings, and negotiations, whether written or oral, between the parties. This Agreement may not be modified, except in a writing and signed by both parties that is expressly stated to be an amendment hereto.

P. Severability.
The provisions of this Agreement shall be deemed to be severable and should any one or more of such provisions be declared or adjudged to be invalid or unenforceable, the remaining provisions shall be unaffected thereby and shall remain in full force and effect.

Q. Waiver.
No failure of the City to exercise any right or power given to it by law or by this Agreement, or to insist upon strict compliance by the Artist with any of the provisions of this Agreement, and no custom or practice of the parties at variance with the terms hereof, shall constitute a waiver of the City's right to demand strict compliance with the terms of this Agreement.

R. Interpretation.
Whenever the context hereof shall require, the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

S. Descriptive Headings.
The descriptive headings appearing in this Agreement are for convenience only and shall not be construed either as a part of the terms, covenants, and conditions hereof or as an interpretation of such terms, covenants, and conditions.

T. Representation Regarding City Employment; Conflict of Interest.
Artist represents at the time of contracting and through the pendency of this Agreement that no one with an ownership interest in the Artist or the Artist's corporate entity, if applicable, or other employee of the Artist is also an employee of the City of Virginia Beach, specifically in the City Department initiating or overseeing this Agreement. Artist further represents that no individual with an ownership interest in the Artist or the Artist's corporate entity, if applicable, or other employee has a spouse, other relative or person who resides with the individual that is currently an employee of the City of Virginia Beach, specifically in the City Department initiating or overseeing this Agreement. Should the Artist have reasonable belief of a possible conflict of interest, that issue should immediately be brought to the attention of the City's Purchasing Division for review.

U. Non-appropriation.
It is understood and agreed between the Parties hereto that the City shall be bound and obligated hereunder only to the extent that the funds shall have been appropriated and budgeted for the purpose of this Agreement. In the event funds are not appropriated and budgeted in any fiscal year for payments due under this Agreement, the City shall immediately notify the Artist of such occurrence and this Agreement shall terminate on the last day of the fiscal year for which appropriations were received without penalty or expense to the City of any kind whatsoever.

V. Assignment of Agreement.

Artist shall not, without the prior written consent of the City, assign, delegate, or otherwise transfer, in whole or in part, the Agreement or any of the Artist's rights or obligations arising hereunder. The City may, in its sole discretion, consent or decline to consent to any such assignment, delegation, or transfer, or may give its conditional consent thereto. In the event the City conditionally consents to such an assignment, delegation, or transfer, such consent may, without limitation, be conditional upon the Artist's remaining fully and unconditionally liable to the City for any breach of the terms of this Agreement by the Artist's transferee and for any damage or injury sustained by a third party or parties as a result of the intentional act or omission, negligence, or breach of warranty by the Artist's transferee.

W. Termination without Cause.

The City may at any time, and for any reason, terminate this Agreement by written notice to the Artist specifying the termination date, which shall be not less than thirty (30) days from the date such notice is mailed. Notice shall be given to the Artist by certified mail/return receipt requested at the address set forth in this Agreement. In the event of such termination, the Artist shall be paid such amount as shall compensate the Artist for the work satisfactorily completed, and accepted by the City, at the time of termination. If the City terminates this Agreement without cause, the Artist shall withdraw its personnel and equipment, cease performance of any further work under this Agreement, and turn over to the City any work completed or in process for which payment has been made.

X. Hold Harmless/Indemnification.

It is understood and agreed that until Acceptance by the City occurs, the Artist hereby assumes the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of the Artist, its subcontractors, agents or employees under or in connection with this Agreement or the performance or failure to perform any work required by this Agreement. Until Acceptance occurs, the Artist agrees to indemnify and hold harmless the City and its agents, volunteers, servants, employees, and officials from and against any and all claims, losses, or expenses, including reasonable attorney's fees and litigation expenses suffered by any indemnified party or entity as the result of claims or suits due to, arising out of, or in connection with (a) any and all such damages, real or alleged, (b) the violation of any law applicable to this Agreement, and (c) the performance of the work by the Artist or those for whom the Artist is legally liable. Upon written demand by the City, the Artist shall assume and defend at the Artist's sole expense any and all such suits or defense of claims made against the City, its agents, volunteers, servants, employees, or officials.

VI. Insurance.

Artist agrees to secure and maintain in full force and effect at all times during the term of this Agreement, the following policies of insurance:

1 Workers' Compensation Insurance of not less than $500,000.

2. Comprehensive General Liability Insurance, including contractual liability and products and completed operations liability coverages, in an amount not less than one million dollars ($1,000,000) combined single limits (CSL). Such insurance shall name the City of Virginia Beach as an additional insured.

3. Automobile Liability Insurance including coverage for non-owned and hired vehicles in an amount not less than one million dollars ($1,000,000) combined single limits (CSL).

All policies of insurance required herein shall be written by insurance companies licensed to conduct the business of insurance in Virginia, and acceptable to the City, and shall carry the provision, that the insurance will not be cancelled or materially modified without thirty days (30) prior written notice to the City. Artist shall furnish the City with certificate of insurance showing Artist's compliance with the foregoing requirements.

VII. Approval and Acceptance.

Artist shall provide City in writing with a notice of completion, which will only be effective upon the Artist's receipt of City's final acceptance ("Acceptance"). The City shall notify the Artist in writing of its Acceptance of the Work within fifteen (15) days of receipt of the Artist's notice of completion. The effective date of Acceptance shall be the date the City submits written notice to the Artist of its final acceptance of the Work. The City's Acceptance shall mean that the City acknowledges completion of the Agreement in all its particulars, including the fabrication and installation of the Work and its base in conformity with the final design, and installation. The City shall make final payment to the Artist as set forth in paragraph X (A) herein.

The City shall, if it disagrees with the Artist's notice of completion, file its objections in the form of a notice of termination for cause within twenty one (21) days of receipt of the Artist's notice of completion and withhold final payment, and the dispute shall proceed according to the provisions of this Agreement concerning termination for cause.

VIII. Intentionally Deleted

IX. Notice.

All notices and requests required or permitted hereunder shall be sent by United States certified mail, return receipt requested, and to be effective, shall be postmarked no later than the final date for giving of such notice; or such notices may be sent by commercial messenger service, in which event, to be effective, such notices shall be delivered to a commercial messenger service not later than the final date for giving such notice.

Notices for the City of Virginia Beach shall be addressed as follows:

Finance/Purchasing
2388 Liberty Way
Virginia Beach, VA 23456

Artist address as follows:

Such addresses may be changed at any time and from time to time by like written notice given by either party to the other.

AA. Claims For Extra Compensation.

If the Artist encounters work and services not included in this Agreement or any supplement thereto but which in the opinion of the Artist is necessary for the successful completion of the Agreement and requires extra compensation, the Artist shall, before it begins the work on which they base their claim, promptly notify the City in writing of their intention to perform the work and to make claim for extra compensation. Notification by the Artist under the terms of this paragraph shall not be construed as proving the validity of the claim. No claim for extra compensation will be filed or considered unless notification is given as herein set forth.

Upon notification, the City shall promptly review any claim for extra compensation. If a claim is accepted by the City, it shall be paid as extra work in accordance with the terms of a supplemental agreement executed by the parties before such work is begun.

The amounts claimed as extra compensation by the Artist shall be separately itemized, become a part of the claim, and serve as documentation thereto. The amounts itemized shall be in sufficient detail to enable the City to analyze the need for the extra work and the costs claimed for the work. Where the Artist intends to claim the costs (other than attorney's fees) of preparing a claim for extra compensation, such costs incurred by the Artist in preparing a claim shall be maintained in a separate account, clearly coded, and identified, and shall be subject to audit by the City.

BB. Offset/Setoff.

The City may withhold the payment of any claim or demand by any person, firm, or corporation against the City until any delinquent indebtedness or other liability, including taxes, due to the City from such person, firm, or corporation shall first have been settled and adjusted.

CC. Audits.

The City shall have the right to audit all books and records (in whatever form they may be kept, whether written, electronic, or other) relating or pertaining to this Agreement (including any and all documents and other materials, in whatever form they may be kept, which support or underlie those books and records), kept by or under the control of the Artist, including, but not limited to those kept by the Artist, its employees, agents, assigns, successors, and subcontractors. Artist shall maintain such books and records, together with such supporting or underlying documents and materials, for the duration of this Agreement and for at least three years following the completion of this Agreement, including any and all renewals thereof. The books and records, together with the supporting or underlying documents and materials shall be made available, upon request, to the City, through its employees, agents, representatives, contractors, or other designees, during normal business hours at the Artist's office or place of business in Virginia Beach, Virginia. In the event that no such location is available, then the books and records, together with the supporting or underlying documents and records, shall be made available for audit at a time and location in Virginia Beach, Virginia, which is convenient for the City.

This paragraph shall not be construed to limit, revoke, or abridge any other rights, powers, or obligations relating to audit which the City may have by state, city, or federal statute, ordinance, regulation, or agreement, whether those rights, powers, or obligations are express or implied.

DD. Submission and Disposition of Contractual Claims.

Prompt knowledge by the City of an existing or impending claim for damages or other relief may alter the plans, scheduling, or other action of the City and/or result in mitigation or elimination of the effects of the claim. Therefore, a written statement providing the City with notice of the Artist's intention to file a claim which (i) describes the act or omission by the City or its agents that the Artist contends caused it damages or entitles it to other relief; and (ii) provides a description of the nature and amount of the claim. Such written statement shall be submitted to the City within 20 days of the time of the occurrence or beginning of the work upon which the claim is based; provided, however, if such damage is deemed certain in the opinion of the Artist to result from its acting on an order from the City, it shall immediately take written exception to the order. For purposes of this provision, "claim" shall include, without limitation, any request for an increase in the contract price or time and any request for equitable adjustment. Submission of a notice of claim as specified shall be mandatory, and failure to submit such notice shall be a conclusive waiver to such claim for damages or other relief by the Artist. Neither an oral notice or statement, nor an untimely notice or statement, will be sufficient to satisfy the requirements herein.

The City will review the claim and render a final decision in writing within thirty (30) days of receipt of the Artist's written request for a final decision. Such decision shall be final and binding to the fullest extent allowed by law.

EE. Intentionally Deleted

FF. Ownership of Work.

Ownership remains with the artists at all times. The City may retain copies of any drawings, slides, photographs, submittals, and other documents submitted to the City by the Artist related to the Work (the "Materials") or photos taken while the artwork is installed.

GG. Intentionally Deleted

HH. Compliance with the Virginia Human Rights Act.

The Virginia Human Rights Act, as amended, includes protections against discrimination based on an individual's race, color, religion, sex, sexual orientation, gender identity, marital status, pregnancy, childbirth or related medical conditions, age, status as a veteran, or national origin. During the performance of this Agreement, the Artist shall comply with the Virginia Human Rights Act, as amended.

X. SPECIAL TERMS AND CONDITIONS:

A. Payment Schedule.

1. Payment for services rendered by the Artist shall be paid in accordance with the following schedule:

    1. Contract Signing: 10% of the total fee will be paid upon contract execution and submission of required documentation.
    2. Submission and Approval of Plans: 30% of the total fee will be paid upon the submission and approval of all required plans, designs, and, if applicable permits necessary to proceed with installation.
    3. Installation Completion: 60% of the total fee will be paid upon successful installation of the artwork and approval by the City of Virginia Beach.

B. Production, Installation and Completion Schedules.

Production, installation schedules shall be agreed upon by the parties and memorialized in the final Agreement.

C. Warranties of Title.

Artist represents and warrants all of the following concerning the title and the nature of the Work and associated goods and services rendered to City pursuant to this Agreement:

(a) That the Artist has the full power to enter into and perform this Agreement and to make the grant of all the rights contained in this Agreement.

(b) That all services performed hereunder shall be performed in accordance with all applicable federal, state, and local laws and regulations, including all permit requirements, and with all necessary care, skill, and diligence.

(c) That the Work is solely the result of the artistic effort of the Artist, and that the Work and any other goods or services created or performed by the Artist under this Agreement, whether created by the Artist alone or in collaboration with others, shall be wholly original with the Artist and shall not infringe upon or violate the rights of any third party.

(d) That the Artist has not (and shall not) sold, assigned, transferred, licensed, granted, encumbered, or utilized the Work or any element thereof or any copyright related thereto in a way which may affect or impair the rights granted to City pursuant to this Agreement.

(e) That the Work is unique and original and does not infringe upon any copyright or any other rights of any person or entity and that Work is free and clear of any liens of any type from any source whatsoever.

(f) That neither the Work nor any duplicate of it, regardless of media, has been offered or offered and accepted for sale before.

(g) That these representations and warranties are continuing in nature and shall survive the termination or other extinction of this Agreement.

D. Warranties of Quality and Condition.

The Artist represents and warrants that (a) the Artist will execute and fabricate the Work in a professional manner; (b) the Work, as fabricated and installed, will be free of defects in material and workmanship, including any defects or qualities which cause or accelerate deterioration of the Work; and (c) reasonable maintenance of the Work will not substantially exceed those described in the Request for Proposals.

The warranties described herein shall survive for the period of time that the Work is located on City property. The City shall give written notice to the Artist of any breach of the Artist's warranty within one hundred twenty (120) days of the breach during that period. The Artist shall, at the request of the City, and at no cost to the City, cure reasonably and promptly the breach of any such warranty which is repairable by the Artist and which repair is consistent with accepted practices of professional conservation (including, for example, repair by means of restoration, refurbishing or re-creation of part or all of the Work).

E. Changes in Design.

Artist shall create the Work in accordance with the proposed and approved designs set forth in the proposal and in the subsequent correspondence with the City. Recognizing that the change in scale from the renderings to full scale may require adjustments, the Artist has the right to make minor changes in the Work that are aesthetically necessary. Any change in scope, design, or material that significantly alters the original and approved concept and design of the Work or affects installation, scheduling, site preparation, location, or maintenance for the Work shall require the prior review and written approval of the City. Approval of the design shall be made in writing and addressed to the Artist.

F. Modification.

There may be no modification of the Agreement, except in writing, executed by the authorized representatives of the City and the Artist.

G. Company Personnel Standards.

1. Personnel shall be trained/qualified to perform requested services. If any of the successful Artist’s personnel are not satisfactory in the performance of services to be furnished hereunder in a proper manner and satisfactory to the City, the Artist shall remove any such personnel and replace them with satisfactory personnel.
2. Artist shall use all reasonable care, consistent with its rights to manage and control its operations, not to employ any persons or use any labor or have any equipment or permit any condition to exist which shall or may cause or be conducive to pose any liability to the general public as well as any activity to be construed as a nuisance. The City retains the right to require the successful Artist to halt all work activities until such conditions are resolved.

H. Independent Contractor.

Artist shall agree and covenant that it is and shall be at all times, an independent contractor, and as such, shall have and maintain complete control over all of its employees and operations. Neither the Artist nor anyone employed by them shall be, represent, act, purport to act, or be deemed to be an agent, representative, employee,

or servant of the City. Nothing in this section shall be deemed to absolve or otherwise limit the Artist's liability and responsibility to safely and correctly perform its duties under this Agreement.

I. Access to Site.
The City shall have the right of entry to the premises where the Work is being created. The City may enter the premises where the Work is being created to recover the Work or materials, in the case of default by the Artist, under this Agreement.

J. Ownership
Artist acknowledges that all services it provides under this Agreement are provided as an independent contractor on a work-for-hire basis. All intellectual property rights and other proprietary rights in any work resulting from the performance of services under this Agreement shall vest and be held in the name of the City.

VII. Intentionally Deleted

VIII. Intentionally Deleted

This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

The following signatures make this Agreement effective as of the Effective Date written above.

ARTIST

Date: _____ By: _____

Print Name: _____

CITY OF VIRGINIA BEACH

Date: _____ By: _____
City Manager's Office

Approved as to Content:

_____
Department of Cultural Affairs

Approved as to Risk Management:

_____
Office of Risk Management

Approved as to Legal Sufficiency:

_____
Office of City Attorney