

"AMENDMENT" (cc01)

Vendor# 53503

Subject of Contract: Turtle Island Monument Indigenous Design Consultant

This contract package contains:	With Original Contract	Attached	Waiver Attached	Not Required
<u>2 Original Contracts (Vital Record and Vendor) in folder</u>				
*The Vital Record contract MUST be in a folder. Vendor copy may be assembled with an Acco-fastener. * DocuSign Agreements only require 1 Original (Vital Record) copy.				
1. Scope of Services and Term	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Payment Provisions	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Oppressive States Disclosure Contracts processed before 1/1/23 (Exception: Community-based, non-profit orgs.)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Sanctuary City Compliance Statement	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Living Wage Certification (if not submitted with original contract) LWO use current form on web*	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Certification of Compliance with Equal Benefits Ordinance (if not submitted with original contract) EBO use current form on web*	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. Federally Funded Project Requirement ONLY: Debarment status printout (\$25,000 and above) SAM.gov	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
8. Insurance Certificate/s AND Endorsement/s OR Insurance Waiver/s (originals, not copies)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
9. Authorizing Council Resolution # _____ -N.S.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

Amt.

6. **City Manager**

7. **City Clerk:** Destruct VC2D 4.17.23 Review _____

Roben, Josh

From: Friedrichsen, Sharon
Sent: Tuesday, April 11, 2023 7:25 PM
To: Roben, Josh; Rosete, Michelle; Murty, Rama; Dupaya, Maricar C.
Subject: Fwd: Contract Amendment: Lee Amos Sprague - Turtle Island Monument Indigenous Design Consultant (CCO 1)

Josh,
Final Budget Approved
Sharon

Sent from my iPhone

Begin forwarded message:

From: "Murty, Rama" <RMurty@cityofberkeley.info>
Date: April 11, 2023 at 7:21:33 PM PDT
To: "Friedrichsen, Sharon" <SFriedrichsen@cityofberkeley.info>
Cc: "Dupaya, Maricar C." <MDupaya@cityofberkeley.info>, "Rosete, Michelle" <mrosete@cityofberkeley.info>
Subject: Contract Amendment: Lee Amos Sprague - Turtle Island Monument Indigenous Design Consultant (CCO 1)

Internal

Budget Initial – Approved

Notes:

Council Authorizing Resolution: N/A as contract is not over \$50,000
Scope: Turtle Island Monument Indigenous Design Consultant
Current Contract Amount: \$19,000
Amendment Amount: \$2,654.94
Revised Amount: \$21,654.94

Funds are in budget code 148-21-208-252-0000-000-446-612990- and contract change order was approved and released.

Rama Murty, MPA
Senior Management Analyst
City Manager's Office - Budget Office
Phone: 981-7044
Fax: 981-7099

Work Schedule:
Remote: Mondays, Thursdays, & Fridays
In-Office: Tuesdays & Wednesdays

AMENDMENT TO CONTRACT

THIS CONTRACT is entered into on March 1, 2023 between the CITY OF BERKELEY ("City"), a Charter City organized and existing under the laws of the State of California, and Lee Amos Sprague ("Contractor") an individual, doing business at 11602 Saddler Road, Plainwell, MI 49080.

WHEREAS, City and Contractor previously entered into Contract Number 32300032, dated July 15, 2022, which Contract was authorized by the City Manager of the City of Berkeley.

WHEREAS, the City Manager of the City of Berkeley authorized amendment of said Contract as set forth below.

THEREFORE, City and Contractor mutually agree to amend said Contract as follows:

1. Section 2 is amended to read as follows:

PAYMENT

For services referred to in Section 1 as described in Exhibit A which is attached to and made part of this Contract, City will pay Contractor a total amount not to exceed \$21,654.94. City shall make payments to Contractor in accordance with provisions described in Exhibit B, which is attached to and made part of this Contract.

In all other respects, the Contract dated July 15, 2022 shall remain in full force and effect.

IN WITNESS WHEREOF, City and Contractor have executed this Contract as


of the date written in the first paragraph of this Contract.

CITY OF BERKELEY

By 
City Manager

THIS CONTRACT HAS BEEN
APPROVED AS TO FORM BY
THE CITY ATTORNEY FOR
THE CITY OF BERKELEY
02/2022

Registered on behalf of the City Auditor by:


Finance Department

Attest:


~~Asst.~~ Deputy City Clerk

CONTRACTOR

LEE SPRAGUE
Name (Printed)

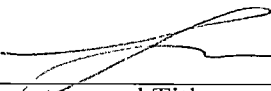
By 
Signature and Title

EXHIBIT A

CONTRACTOR SCOPE OF SERVICES

The additional scope of work is item “4B. In-Person Landmarks Preservation Commission Meeting Presentation” included in the scope of work below.

Contractor is identified as “**Indigenous Design Consultant**” in the scope of work below. Contractor is working in collaboration with “Indigenous Artist Design Consultant” under a separate contract with the City.

Dates are subject to change. Indigenous Design Consultant will be notified in writing of any date changes.

1. In-Person Design Charette

Date: August 18 and 19, 2022

Location: City of Berkeley, Civic Center Building, 2180 Milvia

Participants: Indigenous Design Consultant; Indigenous Artist Design Consultant; Turtle and Medallion Artist; City of Berkeley representatives; Project Design Consultants, and other indigenous stakeholders.

The intent of the design charette is to generate ideas that build upon the project’s evolution thus far, that are achievable within the existing project budget and/or identified as needing additional funding, and founded on the shared understanding established at the Listening Session. The charette will be held before possible constraints are identified by Landmarks Preservation Commission (LPC).

A Listening Session, under separate agreement, will be scheduled prior to the In-Person Design Charette, and is intended for the Indigenous Design Consultant and Indigenous Artist Design Consultant to speak on the vision for Turtle Island, the Artist to speak on the art elements created in 2008, and to share the story of Turtle Island, project origins, vision, meaning, and iterations, with those who are involved with the project design. Attendees will listen to the conversation with the goal of establishing a collective understanding that informs and guides decisions and processes required to complete the project.

Indigenous Design Consultant and Indigenous Artist Design Consultant will engage with Indigenous Stakeholder group to participate in Design Charette.

Proposed Support for Charette provided by the City:

Coordination of Meeting Location and meeting facilitator/moderator

Proposed Support for Charette provided by Project Design Consultants:

Sketches and drawings produced during the charette will be gathered and scanned and sent to all participants after the charette. The Project Design Consultants will assemble the ideas, sketches and drawings into proposed design ideas for improvements to the Civic Center Plaza and installation of related public art for the City of Berkeley. The Project Design Consultants will prepare alternatives that show the range of the ideas

discussed, specifically for ideas that may not be compatible with other ideas, for further follow up discussions.

2. **Post-Charette Follow Up Discussions**

Approximate Date Range: August – October, 2022

Post-charette discussion is assumed to follow on-line, though a follow up virtual meeting may be required to select or develop the preferred alternative. The design drawing and alternatives will be circulated amongst the participants for comment and discussion.

Proposed Support for Design Revisions provided by Project Design Consultants:

The Project Design Consultants will incorporate comments resulting in a preferred alternative to be presented to LPC. After the project team has presented the preferred alternative to the LPC, the Project Design Consultants will update the preferred alternative to be responsive to LPC comments with the intent of remaining true to the collective vision for the project.

3. **In-Person Turtle Island Monument Event: Ground Preparation Celebration at the 30th Anniversary of Indigenous Peoples Day Weekend**

Date: October 8 – 10, 2022

Indigenous Design Consultant and Indigenous Artist Design Consultant will participate, and coordinate with the City, and engage with the Indigenous Stakeholder group to implement the Ground Preparation Ceremony in celebration of the progress of the project to coincide with Indigenous Peoples Day 2022.

4. **Project History Representatives at Community and Commission Meetings**

Approximate Date Range: November 2022 – April 2023

Indigenous Design Consultant and Indigenous Artist Design Consultant will present project history and the story of Turtle Island at community engagement meetings (up to two virtual meetings) and commission meetings (Civic Arts, LPC – all held virtually). Indigenous Design Consultant and Indigenous Artist Design Consultant will coordinate with the City regarding the inclusion of indigenous communities' participation in community engagement meetings and public hearings. These meetings will be held on-line. City will coordinate meeting presentation materials with the Indigenous Design Consultant and Indigenous Artist Design Consultant and project participants.

4B. In-Person Landmarks Preservation Commission Meeting Presentation

Date: March 30, 2023

Indigenous Design Consultant and Indigenous Artist Design Consultant will present project history and the story of Turtle Island at an in-person Landmarks Preservation Commission meeting for the Structural Alteration Permit Hearing. Indigenous Design Consultant and Indigenous Artist Design Consultant will coordinate with the City regarding the inclusion of indigenous communities' participation in the public hearing.

5. **Design and Construction Document Review**

Approximate Date Range: November 2022 – June 2023

Indigenous Design Consultant and Indigenous Artist Design Consultant and project participants will review and provide comments on design and construction documents. The review applies to the following documents:

1. Drawings produced after the charette
2. All documents to be presented at public community engagement meetings (up to two virtual meetings)

3. All documents to be presented at Commission hearings (Civic Arts, LPC – all held virtually)
4. 30% Design Development set
5. 65% Design Document set
6. 100% Construction Document set

Proposed Support for Document Review provided by others:

The Project Design Consultants will make limited revisions to designs based upon design review comments from project participants. If significant revisions are required, the City will determine the appropriate path forward for the project. Added tasks may constitute additional services by the project participants.

6. On-Site Project History Signage Content

Approximate Date Range: November 2023 through July 2024

Indigenous Design Consultant and Indigenous Artist Design Consultant will engage with Indigenous Stakeholder group to develop and provide content for on-site signage describing the story of Turtle Island and the vision for Turtle Island Monument. Content will be provided to City for review; and Indigenous Design Consultant and Indigenous Artist Design Consultant will work with City on finalizing signage content and layout.

7. In-Person Turtle Island Monument Celebration – Opening Day

Date: October 2024

Indigenous Design Consultant and Indigenous Artist Design Consultant will lead, and coordinate with the City, and engage Indigenous Stakeholder group for the event celebrating project completion and Opening Day.

EXHIBIT B

PAYMENT

GENERAL: Contract Amendment is \$2,654.94 for a new Not to Exceed (NTE) amount of \$21,654.94

BILLING: Contractor will submit invoices for services rendered at completion of milestones.

INVOICES: Invoices must be fully itemized, and provide sufficient information for approving payment and audit. Invoices must be accompanied by receipt for services in order for payment to be processed. **Email invoices to Accounts Payable and cc' jlovvorn@berkeleyca.gov;** (List on invoice, Attn: Jennifer Lovvorn, Civic Arts) and reference the contract number. **32300032**

City of Berkeley
Accounts Payable
P.O. Box 700
Berkeley, CA 94710-700
Email: AccountsPayable@cityofberkeley.info
Phone: 510-981-7310

Payments: The City will make payment to the vendor within 30 days of receipt of a correct, approved and complete invoice.

Payment Number	Milestone (Contractor to Invoice at Approval of Completion of Milestone)	Invoice Amount
1	In-Person Design Charette	\$4,000.00
2	Post-Charette Follow Up Discussions	\$2,000.00
3	Turtle Island Monument In-Person Event: Ground Preparation Celebration	\$3,000.00
4	Project History Representatives at Community and Commission Meetings	\$2,500.00
4B	In-Person Landmarks Preservation Commission	\$2,654.94
5	Finalization of Monument Design and Design Document Review	\$2,500.00
6	Project History Signage Content	\$3,000.00
7	Turtle Island Monument In-Person Celebration – Opening Day	\$2,000.00
	Contract NTE Total	\$21,654.94




CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/11/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER  Lee Lancaster 441 E Bridge St Plainwell, MI 49080	CONTACT NAME: Krista Prentiss PHONE (A/C, No, Ext): 269-685-5861 E-MAIL ADDRESS: FAX (A/C, No): INSURER(S) AFFORDING COVERAGE INSURER A: State Farm Fire and Casualty Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F: NAIC # 25143
INSURED Lee Sprague 11602 SADDLER RD Plainwell, MI 49080	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD INSD	SUB WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		92GFQ2533	08/16/2022	08/16/2023	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**City of Berkeley
2180 Milvia Street, 5th Floor
Berkeley, CA 94704

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Completed by an authorized State Farm representative. If signature is required, please contact a State Farm agent.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CMP-4883 ADDITIONAL INSURED — DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:
BUSINESSOWNERS COVERAGE FORM

SCHEDULE

Policy Number: 92-GF-Q253-3

Named Insured:

SPRAGUE, LEE A
11602 SADDLER RD
PLAINWELL, MI
49080-9295

Name And Address Of Additional Insured Person Or Organization:

CIVIC ARTS PROGRAM CITY OF BERKELEY
2180 MILVIA STREET 5TH FLOOR
BERKELEY, CA
94704-1122

1. **SECTION II — WHO IS AN INSURED** of **SECTION II — LIABILITY** is amended to include, as an additional insured, any person or organization shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
 - a. **Premises And Ongoing Operations**
Your acts or omissions or the acts or omissions of those acting on your behalf:
 - (1) In connection with your premises; or
 - (2) In the performance of your ongoing operations; or
 - b. **Products-Completed Operations**
"Your work" performed for that additional insured and included in the "products-completed operations hazard".
2. Any insurance provided to the additional insured shall only apply with respect to a claim made or a "suit" brought for damages for which you are provided coverage.
3. **Primary Insurance.** The insurance afforded the additional insured shall be primary insurance. Any insurance carried by the additional insured shall be noncontributory with respect to coverage provided by you.

All other policy provisions apply.

REQUEST FOR WAIVER OF INSURANCE

To Contract Administrator

From/Dept Contact Jennifer Lovvorn

Phone 981-7533

Department Civic Arts / OED / CMO

Date August 15, 2022

Contractor Name Lee Amos Sprague

INSTRUCTIONS

A written request must be submitted for any waiver consideration. Please complete and submit this request to Darryl Sweet, Contract Administrator.

We are requesting one or more waivers of insurance on the above contract. Explanation must clearly state why this request meets the required criteria. See Contracts Online, Section III for details on Insurance Requirements & waivers.

1. Type of service to be performed for the City (explain in detail)

Lee Amos Sprague will be consulting on the design of Turtle Island Monument and will manage design input from indigenous stakeholders into the monument design and will produce didactic text for inclusion in the final project.

2. Reason/s for waiver requested (ex: service does not warrant insurance; insurance not available)

Lee Amos Sprague will only be consulting on the design of the monument and engaging indigenous stakeholders to provide input on the design. He will not be producing any artwork objects or installing any artwork on City property and He will not be driving as part of this scope of work and therefore he is requesting that the auto liability insurance be waived. He already carries General Liability, and so he will provide evidence of General Liability insurance.

3. Specific insurance waiver/s requested (check all that apply)

auto ☒ general liability ☐ professional liability ☒ workers comp ☒

Other or details – please explain

Professional Liability is not required for this scope of work

Lee Amos Sprague does not have any employees (re. Workers Comp)

4. Other Comments. NOTE: Lack of advanced planning does not constitute conditions for waiver.

WAIVER/S RECOMMENDED ☒ Comments _____

WAIVER/S DENIED ☐ Comments _____


Contract Administrator

8/18/2022
Date

City of Berkeley, California

2023

BUSINESS LICENSE

This license must be conspicuously posted. Business owner is responsible for renewing this business license by the 28th of February each year.

Business Type CONSULTING ON DESIGN & ART

Location 0 VARIOUS

SPRAGUE LEE
LEE SPRAGUE
11602 SADDLE RD
PLAINWELL, MI 49080

License Number

BL-017044

Expires On

12/31/23

Nbr of Tags:

0

This license is issued without verification that the license is subject to an exemption from licensing by the State. It shall not be construed as authorizing the conduct or continuance of any illegal or unlawful business nor does it constitute conformity with Zoning, Toxic Code, Fire, Building Permit and/or Health requirements. - Compliance with BMC 9.04 only.

RECEIVED

APR 13 2023

**CITY OF BERKELEY
CITY CLERK DEPARTMENT**