

EXPENDITURE NON-CONSTRUCTION CONTRACT REVIEW FORM "NEW CONTRACT"

Contract # 32600121 Vendor # 50840

CONTRACTOR NAME: GIZMO ART PRODUCTION INC. Berkeley Business License # BL 012 516

Subject of Contract: On-Call Fine Art Services Providers for the Public Art Collection

This contract package contains: 2 Original Contracts (Vital Record and Vendor) in folder	Attached	Waiver Attached	Not Required
*The Vital Record contract MUST be in a folder. Vendor copies may be assembled with an Acco-fastener. **DocuSign Agreements only require 1 Original (Vital Record) copy.			
1. CONTRACT BOILERPLATE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
2. Scope of Services (Exhibit A @ boilerplate)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
3. Payment Provisions (Exhibit B @ boilerplate)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
4. Evidence of Competitive Solicitation OR Waiver by CM or by Council Resolution	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. CERTIFICATIONS			
a. Workforce Composition (businesses with 5 or more employees)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Nuclear Free Berkeley Disclosure	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Oppressive States Disclosure (Exception: Community-based, non-profit organizations)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d. Sanctuary City Compliance Statement	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e. Certification of Compliance with Living Wage Ordinance (LWO): use current form on web*	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
f. Certification of Compliance with Equal Benefits Ordinance: use current form on web*	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
g. Community Agency: Certification of Anti-Lobbying	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
h. Community Agency: Certification of Drug-Free Workplace	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6. Insurance Certificate/s AND Endorsement/s OR Insurance Waiver/s (originals, not copies)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. Authorizing Council Resolution #, 71,364-NS	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8. Consultant Contracts: Form 700, Statement of Economic Interests	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
9. Federally Funded Project Requirement: Debarment status printout (SAM.gov)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

Requisition # 12609700 Budget Code 148-21-208-252-0000-000-446-612990-Amt. \$200,000
 Contract Amount \$200,000 Amt. _____
 Council Approved Amount \$200,000 Amt. _____

Was there any advance payment? No Yes If Yes, Advanced Amount \$ _____
 If Yes, Purchase Order # _____

Routing and signatures:

All elements of the contract package, including information provided above, have been reviewed for completeness and accuracy and evidenced by the following signatures (Project Manager please print name):

- | | | |
|--|-----------------------------|-----------------|
| 1. Mark Salinas <i>ms</i> | EOD/CIVIC ARTS 510.981.7538 | 06/04/2025 |
| Project Manager (PRINT NAME/SIGN) | Department | Date |
| 2. Rachel Arbios <i>Rachel Arbios</i> | | 6/04/2025 |
| Department Administrative Officer/Accounting (PRINT NAME/SIGN) | | Date |
| 3. Eleanor Hollander <i>ea</i> | | 06/04/2025 |
| Department Head (PRINT NAME/SIGN) | | Date |
| 4. <i>Chandra Richards</i> <i>Audra Richards</i> | Date: <u>6/16/2025</u> | <u>6/7/2025</u> |
| Contract Administrator (PRINT NAME/SIGN) | | Date |
| 5. <i>MR</i> | | <u>6/10/25</u> |
| Budget Manager (PRINT NAME/SIGN) | | Date |

Routing continues to the following persons, who sign directly on the contract:

6. City Manager (Will not sign unless all signatures and dates appear above)
 7. City Clerk: VC2D 6-19-25 Destruct _____ Review _____

No VC

* For current vendor forms, go to City of Berkeley website: [Vendor Forms & Requirements](#)

PERSONAL SERVICES CONTRACT

THIS CONTRACT is between the CITY OF BERKELEY (“City”), a Charter City organized and existing under the laws of the State of California, and **Gizmo Art Production, Inc.** (“Contractor”), a fine arts services company doing business at **202 Potrero Ave, San Francisco, CA 94103**, who agree as follows:

1. **SCOPE OF SERVICES**

Contractor agrees to perform all services described in Exhibit A, in accordance with its stated terms and conditions. Exhibit A is attached to and made a part of this Contract.

2. **PAYMENT**

For services referred to in Section 1, City will pay Contractor a total amount not to exceed **\$200,000**. City shall make payments to Contractor in accordance with the provisions described in Exhibit B, which is attached to and made a part of this Contract.

3. **TERM**

a. This Contract shall begin on **June 1, 2025** and end on **June 30, 2028**. The City Manager of the City may extend the term of this Contract by giving written notice.

b. Either party may terminate this Contract for default upon five (5) days’ written notice to the other if the other party has substantially failed to fulfill any of its obligations under this Contract in a timely manner. City may terminate this Contract at its convenience and without cause upon thirty (30) days written notice to Contractor. Except as provided in this Contract, in no event shall City be liable for costs incurred by or on behalf of Contractor after the effective date of a notice of termination.

c. A written notice is deemed served when a party sends the notice in an envelope addressed to the other party to this Contract and deposits it with the U.S. Postal Service, first class mail, postage prepaid. For purposes of this Contract, all notices to City shall be addressed as follows:

City Manager
City of Berkeley
2180 Milvia Street
Berkeley, California 94704

For purposes of this Contract, all notices to Contractor shall be addressed as follows:

Mark Sabatino
Gizmo Art Production, Inc
202 Potrero Avenue
San Francisco, CA 94103

d. If City terminates this Contract for convenience before Contractor completes the services in Exhibit A, Contractor shall then be entitled to recover its costs expended up to that point plus a reasonable profit, but no other loss, cost, damage, expense or liability may be claimed, requested or recovered.

4. **INDEMNIFICATION**

Contractor, for itself and its heirs, successors and assigns, agrees to release, defend, indemnify and hold harmless City, its officers, agents, volunteers and employees from and against any and all claims, demands, liability, damages, lawsuits or other actions, including, but not limited to, personal injury or death or property damage arising out of or in any way connected with Contractor's operations under this Contract, or with the performance of this Contract by Contractor or its officers, employees, partners, directors, subcontractors or agents.

5. **INSURANCE**

a. Contractor shall maintain at all times during the performance of this Contract a commercial general liability insurance policy with a minimum occurrence coverage in the amount of \$2,000,000 (two million dollars); an automobile liability insurance policy in the minimum amount of \$1,000,000 (one million dollars); and, if any licensed professional performs services under this contract, a professional liability insurance policy in the minimum amount of \$2,000,000 (two million dollars) to cover any claims arising out of Contractor's performance of services under this Contract. All insurance, except professional liability, shall name the City, its officers, agents, volunteers and employees as additional insureds and shall provide primary coverage with respect to the City.

All insurance policies shall: 1) provide that the insurance carrier shall not cancel, terminate or otherwise modify the terms and conditions of said policies except upon thirty (30) days written notice to the City's Contract Administrator; 2) be evidenced by the original Certificate of Insurance, specifying the required coverage and the insurance carrier's standard additional insured form endorsement; and 3) be approved as to form and sufficiency by the City's Contract Administrator. **The original insurance certificates and all extensions to the insurance certificates should be sent to the address identified below.**

b. If the commercial general liability insurance referred to above is written on a Claims Made Form then, following termination of this Contract, coverage shall survive for a period of not less than five years. Coverage shall also provide for a retroactive date of placement coinciding with the effective date of this Contract.

c. If Contractor employs any person, it shall carry workers' compensation and employer's liability insurance and shall provide a certificate of insurance to the City. The workers' compensation insurance shall: 1) provide that the insurance carrier shall not cancel, terminate or otherwise modify the terms and conditions of said insurance except upon thirty (30) days written notice to the City's Contract Administrator; 2) provide for a waiver of any right of subrogation against City to the extent permitted by law; and 3) shall be approved as to form and sufficiency by the Contract Administrator.

d. Contractor shall forward all insurance documents to:

Department Name: Civic Arts
Department Address: 2180 Milvia Street, 5th Floor, Berkeley, CA 94704
Department Email: civicarts@berkeleyca.gov

6. **CONFORMITY WITH LAW AND SAFETY**

a. Contractor shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal and local governing bodies having jurisdiction over any or all of the scope of services, including all provisions of the Occupational Safety and Health Act of 1979 as amended, all California Occupational Safety and Health Regulations, and all other applicable federal, state, municipal and local safety regulations. All services performed by Contractor must be in accordance with these laws, ordinances, codes and regulations. Contractor shall release, defend, indemnify and hold harmless City, its officers, agents, volunteers and employees from any and all damages, liability, fines, penalties and consequences from any noncompliance or violation of any laws, ordinances, codes or regulations.

b. If a death, serious personal injury or substantial property damage occurs in connection with the performance of this Contract, Contractor shall immediately notify the City's Risk Manager by telephone. If any accident occurs in connection with this Contract, Contractor shall promptly submit a written report to City, in such form as the City may require. This report shall include the following information: 1) name and address of the injured or deceased person(s); 2) name and address of Contractor's subcontractor, if any; 3) name and address of Contractor's liability insurance carrier; and 4) a detailed description of the accident, including whether any of City's equipment, tools or materials were involved.

c. If a release of hazardous materials or hazardous waste that cannot be controlled occurs in connection with the performance of this Contract, Contractor shall immediately notify the Berkeley Police Department and the City's Health Protection office.

d. Contractor shall not store hazardous materials or hazardous waste within the City of Berkeley without a proper permit from the City.

7. **SAFETY DATA SHEETS**

a. To comply with the City's Hazard Communication Program, Contractor agrees to submit Safety Data Sheets (SDS) for all "hazardous substances" Contractor intends to use in the performance of work under this Contract in any City facility. "Hazardous substances" are defined as those substances so designated by the Director of Industrial Relations pursuant to the Hazardous Substances Information and Training Act (Labor Code sec. 6360 *et seq.*). The SDS for all products must be submitted to the City before commencing work. The SDS for a particular product must be reviewed and approved by the City's Risk Manager before Contractor may use that product.

b. City will inform Contractor about hazardous substances to which it may be exposed while on the job site and protective measures that can be taken to reduce the possibility of exposure.

8. **OWNERSHIP OF DOCUMENTS**

a. When this Contract is terminated, Contractor agrees to return to City all documents, drawings, photographs and other written or graphic material, however produced, that it received from City, its contractors or agents, in connection with the performance of its services under this Contract. All materials shall be returned in the same condition as received.

b. Contractor grants City a royalty-free, exclusive and irrevocable license to reproduce, publish, use and to authorize others to do so, all original computer programs, writing, sound recordings, pictorial reproductions, diagrams, charts, computations, drawings

and other works of similar nature produced in the course of the performance of this Contract. Contractor shall not publish any such material without the prior written agreement of the City.

c. With the prior written approval of City's Project Manager, Contractor may retain and use copies of its work for reference and as documentation of its experience and capabilities.

9. **NON-DISCRIMINATION**

Contractor hereby agrees to comply with the provisions of Berkeley Municipal Code ("B.M.C.") Chapter 13.26 as amended from time to time. In the performance of this Contract, Contractor agrees as follows:

a. Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, age (over 40), sex, pregnancy, marital status, disability, sexual orientation or AIDS.

b. Contractor shall permit the City access to records of employment, employment advertisements, application forms, EEO-1 forms, affirmative action plans and any other documents which, in the opinion of the City, are necessary to monitor compliance with this non-discrimination provision. In addition, Contractor shall fill-out, in a timely fashion, forms supplied by the City to monitor this non-discrimination provision.

10. **INDEPENDENT CONTRACTOR**

a. Contractor shall be deemed at all times to be an independent contractor and shall be wholly responsible for the manner in which Contractor performs the services required of Contractor by the terms of this Contract. Contractor shall be liable for its acts and omissions, and those of its employees and its agents. Nothing contained herein shall be construed as creating an employment, agency or partnership relationship between City and Contractor.

b. Direction from City regarding the subject of this Contract shall be construed as providing for direction as to policy and the result of Contractor's Work only and not as to the means or methods by which such a result is obtained.

c. Except as expressly provided in this Contract, nothing in this Contract shall operate to confer rights or benefits on persons or entities not party to this Contract.

d. Payment of any taxes, including California Sales and use Taxes, levied upon this Contract, the transaction, or the services or goods delivered pursuant hereto, shall be the obligation of Contractor.

11. **CONFLICT OF INTEREST PROHIBITED**

a. In accordance with Government Code section 1090, Berkeley City Charter section 36 and B.M.C. Chapter 3.64, neither Contractor nor any employee, officer, director, partner or member of Contractor, or immediate family member of any of the preceding, shall have served as an elected officer, an employee, or a City board, committee or commission member, who has directly or indirectly influenced the making of this Contract.

b. In accordance with Government Code section 1090 and the Political Reform Act, Government Code section 87100 *et seq.*, no person who is a director, officer, partner, trustee, employee or consultant of the Contractor, or immediate family member of any of the preceding, shall make or participate in a decision made by the City or a City board,

commission or committee, if it is reasonably foreseeable that the decision will have a material effect on any source of income, investment or interest in real property of that person or Contractor.

c. Interpretation of this section shall be governed by the definitions and provisions used in the Political Reform Act, Government Code section 87100 *et seq.*, its implementing regulations, manuals and codes, Government Code section 1090, Berkeley City Charter section 36 and B.M.C. Chapter 3.64.

12. **NUCLEAR FREE BERKELEY**

Contractor agrees to comply with B.M.C. Chapter 12.90, the Nuclear Free Berkeley Act, as amended from time to time.

13. **OPPRESSIVE STATES CONTRACTING PROHIBITION**

a. In accordance with Resolution Nos. 59,853-N.S., 60,382-N.S., and 70,606-N.S., Contractor certifies that it has no contractual relations with, and agrees during the term of this Contract to forego contractual relations to provide personal services to, the following entities:

- (1) The governing regime in any Oppressive State.
- (2) Any business or corporation organized under the authority of the governing regime of any Oppressive State.
- (3) Any individual, firm, partnership, corporation, association, or any other commercial organization, and including parent-entities and wholly-owned subsidiaries (to the extent that their operations are related to the purpose of its contract with the City), for the express purpose of assisting in business operations or trading with any public or private entity located in any Oppressive State.

b. For purposes of this Contract, the Tibet Autonomous Region, the provinces of ADO, Kham, and U-Tsang; and Burma (Myanmar) shall be deemed oppressive states.

c. Contractor's failure to comply with this section shall constitute a default of this Contract and City may terminate this Contract pursuant to Section 3. In the event that the City terminates Contractor due to a default under this provision, City may deem Contractor a non-responsible bidder for not more than five (5) years from the date this Contract is terminated.

14. **SANCTUARY CITY CONTRACTING**

Contractor hereby agrees to comply with the provisions of the Sanctuary City Contracting Ordinance, B.M.C. Chapter 13.105. In accordance with this Chapter, Contractor agrees not to provide the U.S. Immigration and Customs Enforcement Division of the United States Department of Homeland Security with any Data Broker or Extreme Vetting Services as defined herein:

- a. "Data Broker" means either of the following:
 - i. The collection of information, including personal information about consumers, from a wide variety of sources for the purposes of reselling such information to their customers, which include both private-sector business and government agencies;

- ii. The aggregation of data that was collected for another purpose from that for which it is ultimately used.
- b. “Extreme Vetting” means data mining, threat modeling, predictive risk analysis, or other similar services. Extreme Vetting does not include:
 - i. The City’s computer-network health and performance tools;
 - ii. Cybersecurity capabilities, technologies and systems used by the City of Berkeley Department of Information Technology to predict, monitor for, prevent, and protect technology infrastructure and systems owned and operated by the City of Berkeley from potential cybersecurity events and cyber-forensic based investigations and prosecutions of illegal computer based activity.

15. **RECYCLED PAPER FOR WRITTEN REPORTS**

If Contractor is required by this Contract to prepare a written report or study, Contractor shall use recycled paper for said report or study when such paper is available at a cost of not more than ten percent more than the cost of virgin paper, and when such paper is available at the time it is needed. For the purposes of this Contract, recycled paper is paper that contains at least 50% recycled product. If recycled paper is not available, Contractor shall use white paper. Written reports or studies prepared under this Contract shall be printed on both sides of the page whenever practical.

16. **BERKELEY LIVING WAGE ORDINANCE**

a. Contractor hereby agrees to comply with the provisions of the Berkeley Living Wage Ordinance, B.M.C. Chapter 13.27. If Contractor is currently subject to the Berkeley Living Wage Ordinance, as indicated by the Living Wage Certification form, attached hereto, Contractor will be required to provide all eligible employees with City mandated minimum compensation during the term of this Contract, as defined in B.M.C. Chapter 13.27, as well as comply with the terms enumerated herein. Contractor expressly acknowledges that, even if Contractor is not currently subject to the Living Wage Ordinance, cumulative contracts with City may subject Contractor to the requirements under B.M.C. Chapter 13.27 in subsequent contracts.

b. If Contractor is currently subject to the Berkeley Living Wage Ordinance, Contractor shall be required to maintain monthly records of those employees providing service under the Contract. These records shall include the total number of hours worked, the number of hours spent providing service under this Contract, the hourly rate paid, and the amount paid by Contractor for health benefits, if any, for each of its employees providing services under the Contract. These records are expressly subject to the auditing terms described in Section 17.

c. If Contractor is currently subject to the Berkeley Living Wage Ordinance, Contractor shall include the requirements thereof, as defined in B.M.C. Chapter 13.27, in any and all subcontracts in which Contractor engages to execute its responsibilities under this Contract. All subcontractor employees who spend 25% or more of their compensated time engaged in work directly related to this Contract shall be entitled to a living wage, as described in B.M.C. Chapter 13.27 and herein.

d. If Contractor fails to comply with the requirements of this Section, the City shall have the rights and remedies described in this Section, in addition to any rights and remedies provided by law or equity.

Contractor's failure to comply with this Section shall constitute a material breach of the Contract, upon which City may terminate this Contract pursuant to Section 3. In the event that City terminates Contractor due to a default under this provision, City may deem Contractor a non-responsible bidder for not more than five (5) years from the date this Contract is terminated.

In addition, at City's sole discretion, Contractor may be responsible for liquidated damage in the amount of \$50 per employee per day for each and every instance of an underpayment to an employee. It is mutually understood and agreed that Contractor's failure to pay any of its eligible employees at least the applicable living wage rate will result in damages being sustained by the City; that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damage set forth herein is the nearest and most exact measure of damage for such breach that can be fixed at this time; and that the liquidated damage amount is not intended as a penalty or forfeiture for Contractor's breach. City may deduct any assessed liquidated damages from any payments otherwise due Contractor.

17. **BERKELEY EQUAL BENEFITS ORDINANCE**

a. Contractor hereby agrees to comply with the provisions of the Berkeley Equal Benefits Ordinance, B.M.C. Chapter 13.29. If Contractor is currently subject to the Berkeley Equal Benefits Ordinance, as indicated by the Equal Benefits Certification form, attached hereto, Contractor will be required to provide all eligible employees with City mandated equal benefits, as defined in B.M.C. Chapter 13.29, during the term of this contract, as well as comply with the terms enumerated herein.

b. If Contractor is currently or becomes subject to the Berkeley Equal Benefits Ordinance, Contractor agrees to provide the City with all records the City deems necessary to determine compliance with this provision. These records are expressly subject to the auditing terms described in Section 17 of this contract.

c. If Contractor fails to comply with the requirements of this Section, City shall have the rights and remedies described in this Section, in addition to any rights and remedies provided by law or equity.

Contractor's failure to comply with this Section shall constitute a material breach of the Contract, upon which City may terminate this contract pursuant to Section 3. In the event the City terminates this contract due to a default by Contractor under this provision, the City may deem Contractor a non-responsible bidder for not more than five (5) years from the date this Contract is terminated.

In addition, at City's sole discretion, Contractor may be responsible for liquidated damages in the amount of \$50.00 per employee per day for each and every instance of violation of this Section. It is mutually understood and agreed that Contractor's failure to provide its employees with equal benefits will result in damages being sustained by City; that the nature and amount of these damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein is the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damage amount is not intended as a penalty or forfeiture for Contractor's breach. City may deduct any assessed liquidated damages from any payments otherwise due Contractor.

18. **AUDIT**

Pursuant to Section 61 of the Berkeley City Charter, the City Auditor's Office may conduct an audit of Contractor's financial, performance and compliance records maintained in connection with the operations and services performed under this Contract. In the event of such audit, Contractor agrees to provide the City Auditor with reasonable access to Contractor's employees and make all such financial, performance and compliance records available to the Auditor's Office. City agrees to provide Contractor an opportunity to discuss and respond to any findings before a final audit report is filed.

19. **SETOFF AGAINST DEBTS**

Contractor agrees that City may deduct from any payments due to Contractor under this Contract any monies that contractor owes City under any ordinance, contract or resolution for any unpaid taxes, fees, licenses, unpaid checks or other amounts.

20. **CONFIDENTIALITY OF INFORMATION**

Contractor understands and agrees that, in the performance of the services under this Contract or in the contemplation thereof, Contractor may have access to private or confidential information which may be owned or controlled by City and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to City. Contractor agrees that all information disclosed by City to Contractor shall be held in confidence and used only in performance of the Contract. Contractor shall exercise the same standard of care to protect such information as a reasonably prudent consultant would use to protect its own proprietary data.

21. **PREVAILING WAGES**

Certain labor categories under this contract may be subject to prevailing wages as identified in the State of California Labor Code commencing with Sections 1720 et. seq. and 1770 et. seq. These labor categories, when employed for any "work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work," constitute a "Public Work" within the definition of Section 1720(a)(1) of the California Labor Code requiring payment of prevailing wages. In performing its obligations under this contract, Contractor is solely responsible to determine which, if any, of the work is governed by a labor category pursuant to California Labor Code sections 1720 et. seq. and 1770 et. seq. and pay the pertinent prevailing wage. Contractor shall defend, indemnify and hold harmless City concerning any liability arising out of Labor Code section 1720 et. seq. and 1770 et. seq.

22. **GOVERNING LAW**

This Contract shall be deemed to have been executed in Alameda County. The formation, interpretation and performance of this Contract shall be governed by the laws of the State of California, excluding its conflict of laws rules. Venue for all litigation relative to the formation, interpretation and performance of this Contract shall be in Alameda County, California.

23. **AMENDMENTS**

The terms and conditions of this Contract shall not be altered or otherwise modified except by a written amendment to this Contract executed by City and Contractor.

24. **ENTIRE CONTRACT**

a. The terms and conditions of this Contract, all exhibits attached and any documents expressly incorporated by reference represent the entire Contract between the parties with respect to the subject matter of this Contract. This Contract shall supersede any and all prior contracts, oral or written, regarding the subject matter between City and Contractor. No other contract, statement, or promise relating to the subject matter of this Contract shall be valid or binding except by a written amendment to this Contract.

b. If any conflicts arise between the terms and conditions of this Contract and the terms and conditions of the attached exhibits or any documents expressly incorporated, the terms and conditions of this Contract shall control.

25. **SEVERABILITY**

If any part of this Contract or the application thereof is declared invalid for any reason, such invalidity shall not affect the other provisions of this Contract which can be given effect without the invalid provision or application, and to this end the provisions of this Contract are declared to be severable.

26. **WAIVER**

Failure of City to insist on strict performance shall not constitute a waiver of any of the provisions of this Contract or a waiver of any other default of Contractor.

27. **ASSIGNMENT**

Contractor may not assign this Contract without the prior written consent of the City, except that Contractor may assign its right to any money due or to become due hereunder.

28. **EFFECT ON SUCCESSORS AND ASSIGNS**

This Contract shall be binding on and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the parties hereto.

29. **CONSULTANTS TO SUBMIT STATEMENTS OF ECONOMIC INTEREST**

The City's Conflict of Interest Code, Resolution No. 60,788-N.S., as amended, requires consultants who make a governmental decision or act in a staff capacity as defined in 2 Cal. Code of Regs. §18700, as amended from time to time, to disclose conflicts of interest by filing a Statement of Economic Interest (Form 700). Consultants agree to file such statements with the City Clerk at the beginning of the contract period and upon termination of the Contractor's service.

30. **SECTION HEADINGS**

The sections and other headings of this Contract are for convenience of reference only and shall be disregarded in the interpretation of this Contract.

31. **CITY BUSINESS LICENSE, PAYMENT OF TAXES, TAX I.D. NUMBER**

Contractor has obtained a City business license as required by B.M.C. Chapter 9.04, and its license number is written below; or, Contractor is exempt from the provisions of

EXHIBIT A

SCOPE OF SERVICES

1. General

- A. Contractor shall provide the following fine art fabrication, fine art handling, technician, and contractor services for Artworks on an as needed basis as requested by the City of Berkeley's Civic Arts Staff that might include, but are not limited to: Fabrication of artwork as designed by an artist, specialty packing, crating, storing, and framing; installation, maintenance repair and framing needs for specialized mixed media pieces; design, fabrication of pedestals, cases, artwork elements and custom hardware. All or some of the proposed work may include the use of specialized machinery and technologies, and labor necessary to execute large scale artworks, and equipment such as ladders, lifts and scaffolding. Site visits may be necessary for work estimates and Task Proposals. Projects may include but are not limited to delivering new artwork acquisitions for various public sites in Berkeley, California; the movement, storage, and care of legacy artworks in Berkeley's Public Art Collection; and other fine art services as needed.

Contractor shall not perform any work unless requested by Civic Arts Staff.

Because services will be requested by Civic Arts Staff on an as-needed basis, Contractor shall submit a written Task Proposal for the requested work. The Task Proposal shall include:

- i. Scope of Services describing the proposed activities, number of personnel and any materials and/or equipment used for the work.
- ii. Proposed budget with line item costs for all items listed in the scope of work. The proposed budget represents the guaranteed maximum cost for the work.
- iii. Schedule for the work indicating start date, end date and number of working days.

Civic Arts Staff must approve Contractor's written Task Proposal prior to the Contractor commencing work.

Changes to the approved Task Proposal must be submitted in writing as a Task Change Order Request to Civic Arts Staff including the rationale for the requested change and detailed additional scope of work, additional cost and/or change in schedule. Task Change Order Requests must be approved in writing by Civic Arts Staff prior to the Contractor commencing with the proposed Task Change Order work.

Approved Task Proposals and Task Change Orders are hereby incorporated into this Agreement by reference, and work is subject to all requirements herein.

Final Approval of the work conducted will be contingent upon a Final Inspection by Civic Arts Staff unless noted otherwise.

- B. Contractor shall perform work in accordance with sensitivity to the artistic integrity and cultural impact of artwork, and in accordance with any design or Construction Documents relative to the work.
- C. Transportation: Contractor shall deliver prepare and protect artwork for transportation in accordance with industry standards and provide a written list of workers, vehicles, and equipment that will be involved in the transportation of the Artwork. Evidence of insurance of the Artwork during transportation must be provided by the Contractor or the individual hired to transport the Artwork.
- D. Installation or de-installation: Contractor shall deliver a Work Plan for installation or de-installation indicating the staging and sequence of all aspects of installation or work. The plan must include a detailed description of the estimated duration of the work, the equipment to be used, and all workers who will be on site to assist. Liability Insurance must be provided for all persons contracted by the Contractor or his subcontractor to perform any work on site. The Contractor shall hold a valid California state Contractor's License to perform any activities upon City property as directed by Civic Arts Staff.
- E. The project engineer will verify in writing that all required inspections were conducted, ensuring the preparation of the artwork attachment or mounting system for installation was implemented by Contractor in accordance with the signed stamped structural engineering drawings. Contractor will comply with such requirements and allow for and coordinate the scheduling of any and all required inspection(s) and provide additional documentation as required by the project engineer, the site engineer of record or Civic Arts Staff.
- F. Contractor shall not transport the Artwork until access to the Site has been approved and scheduled by Civic Arts Staff. Contractor shall prepare the Artwork for transportation in accordance with customary industry standards for the transportation of Artwork.
- G. Contractor shall consult with Civic Arts Staff, other city representatives and contractors during delivery or removal of the Artwork. Contractor shall coordinate Contractor's activities on site with Civic Arts Staff and will include, as necessary the coordination of permits from City of Berkeley, or other entity with jurisdiction over the Site.
- H. Contractor shall deliver subcontracts of all or any work as well as documentation establishing that all employees, subcontractors and suppliers have been paid in a timely manner (collectively, "Subcontracts and Documentation").
- I. Contractor is responsible for providing scaffolding, forklift, and any and all equipment needed for indoor and outdoor installation, de-installation, or other required work relative to the artwork. Equipment must not exceed tolerance of floor. Contractor shall supply all hardware and authorized personnel necessary for installation.

- J. Contractor is responsible for repairing or paying for the repair of any damage to the Site, the Artwork, or the work of other Contractors to the extent such damage is caused by Contractor, Contractor's agents, employees, subcontractors or Contractors.
- K. Contractor shall clean the site of debris at the end of each work day and at the completion of the work, Contractor shall clean and restore the Site and the work area to the condition it was in at the beginning of the Contractor's work on the site.
- L. Approval of Site: Where Contractor's work is associated with that of the General Contractor, the preparation of the Site for installation of the Artwork shall be the responsibility of the General Contractor in accordance with a separate written agreement between City and the General Contractor. Where Contractor's work is associated with that of the General Contractor, or any other Contractor engaged by the City to do work on the Site, Contractor shall examine the work of such other Contractor and report in writing to Civic Arts Staff any visible defect or condition preventing the proper execution of Contractor's work. If Contractor proceeds without giving notice, the Contractor shall be held to have approved the work or material and the existing conditions, and shall be responsible for any defects in Contractor's own work consequent thereon, and shall not be relieved of any obligation or any guarantee because of any such condition or imperfection. To the extent that any part of the Contractor's work is to interface with work performed or installed by the General Contractor or other Contractor engaged by City to perform work on the Site, Contractor shall inspect and measure the in-place work and promptly report to the City any defect in such in-place work that will impede or increase the cost of Contractor's interface unless corrected. City and/or its authorized representatives will require the party responsible for the defective work to make corrections so as to conform to its contract requirements, or if the defect is the result of a default or omission in the contract documents, may issue a change order. If Contractor fails to measure, inspect and/or report defects that are reasonably discoverable, all costs of accomplishing the interface shall be borne by Contractor. The forgoing does not apply to latent defects. Contractor shall report to City any latent defects in another Contractor's work at any time such defects become known. City or its authorized representatives shall promptly thereafter take such steps as may be appropriate. Any difference or conflict that may arise between Contractor and the General Contractor, or other Contractors engaged by City to perform work on the Site, shall be adjusted as determined by City, its agents, or its authorized representatives when necessary to facilitate the work of Contractor and/or other Contractors or workers. No damages or claims by Contractor will be allowed other than an extension of time for the completion of work. Such an extension will be for the period of time City shall consider Contractor to have been delayed in the completion of work by reason of the work of other Contractors or workers.
- M. Approved Subcontractors: if performing work on Site, subcontractors are subject to insurance requirements and licensing as required by the City of Berkeley's Permit Center. This may include obtaining a City of Berkeley business license.
- N. Storage: Contractor shall provide museum quality fine art storage with climate control, if required.

- O. Licensed Professionals: For large scale installations, Contractor may be required to provide signed, stamped drawings and calculations from licensed design professionals, such as architects and structural engineers professionals licensed in the State of California, as required by the California Uniform Building Code. Such professionals must provide proof of professional liability insurance.

2. Reports

Contractor shall submit written reports as requested by Civic Arts Staff. Format for the content of such reports shall be determined by Civic Arts Staff. The timely submission of all reports is a necessary and material term and condition of this Agreement. Final payments for projects will be contingent on receiving such reports.

3. Department Liaison

In performing the Services provided for in this Agreement, Contractor's liaison with the City of Berkeley's Civic Arts Program will be Mark Salinas, Public Art Program Lead, msalinas@berkeleyca.gov, (510) 981-7538.

EXHIBIT B

PAYMENT

GENERAL: Contract Not to Exceed amount is **\$200,000.00**. City staff will request a quote per Task prior to service and provide an approved task order prior to work being scheduled. Contractor will submit a summary of tasks completed and the number of hours per task for approval of the Civic Arts Program.

BILLING: Contractor will submit invoices for services rendered, monthly.

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' Project Manager msalinas@berkeleyca.gov**; (List on invoice, Attn: Mark Salinas / Civic Arts) and reference the contract number.

City of Berkeley
Accounts Payable
P.O. Box 700
Berkeley, CA 94710-700
Email: AccountsPavable@berkeleyca.gov
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.

Gizmo Art Production, Inc. 2024 2025 2026

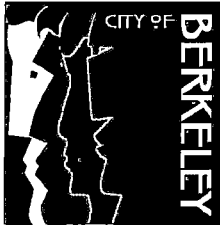
SERVICE RATE SHEET as of 02/27/2024

Type of Services	Hourly Rate 2024	OT (Premium) Rate	Hourly Rate 2025	OT (Premium) Rate	Hourly Rate 2026	OT (Premium) Rate	Notes
FABRICATION							
Project Management	\$135.00	\$202.50	\$140.40	\$219.60	\$146.02	\$219.02	A
Designs (does not include engineering)	\$150.00	\$225.00	\$155.00	\$234.00	\$162.24	\$243.36	A
CNC: 3-Axis Milling & Plasma Cutting	\$188.00	\$282.00	\$195.52	\$293.28	\$203.34	\$305.01	A
CNC: 5-axis Milling, Waterjet, Fiber Laser Cutting	\$288.00	\$432.00	\$299.22	\$448.26	\$311.50	\$467.25	A
Carpentry	\$150.00	\$225.00	\$155.00	\$234.00	\$162.24	\$243.36	A
Metalswork	\$150.00	\$225.00	\$155.00	\$234.00	\$162.24	\$243.36	A
Fitsen	\$150.00	\$225.00	\$155.00	\$234.00	\$162.24	\$243.36	A
Interactive, Lighting, & Media	\$180.00	\$270.00	\$187.20	\$280.80	\$194.68	\$292.03	A
INSTALLATION							
Installation	\$150.00	\$225.00	\$155.00	\$234.00	\$162.24	\$243.36	A
Installation (PREVAILING WAGE) - TBD based on class	TBD		TBD		TBD		B
Gizmo Vehicle Usage (per hour)	\$27.00	n/a	\$26.08	n/a	\$23.20	n/a	C
Travel Costs & Per Diem	TBD		TBD		TBD		D
Per Mile Charge	\$1.10	n/a	\$1.14	n/a	\$1.19	n/a	E
Equipment Rental (per hour)	TBD		TBD		TBD		C
Materials	TBD		TBD		TBD		F

Type of Services	Monthly Rate	Min Monthly Rate	Monthly Rate	Min Monthly Rate	Monthly Rate	Min Monthly Rate
Monthly climate controlled storage (per cubic foot)	\$3.75	\$325.00	\$3.90	\$336.00	\$4.06	\$351.62
Monthly climate non-controlled storage (per cu ft)	\$2.00	\$175.00	\$2.16	\$182.00	\$2.16	\$189.28
Storage item In-Tax	\$100		\$104.00		\$106.16	
Storage item Released	\$100		\$104.00		\$106.16	

Notes

- A Hourly rate for principals and any staff or employees most likely to work on Civic Arts Program projects.
- B Prevailing Wages based on Area 1 per CA DIR and are subject to yearly changes, as well as classification (i.e. a project may require we use a metalworker versus cabinet installer or painter for instance)
- C Equipment Rental based on CatTrans Rates, plus any delivery or set-up charges
- D Travel and Per Diem depends on location and Federal Government rates for 2021
- E Based on standard Federal Government mileage rates for 2021
- F Materials are marked-up at 3.8% to cover manufacturing intake and inventory



Civic Arts Program
Office of Economic Development

~~EVIDENCE OF COMPETITIVE~~
~~SOLICITATION~~

**REQUEST FOR QUALIFICATIONS (RFQ)
Specification No. 21-11438-C
FOR
PRE-QUALIFIED POOL OF FINE ART SERVICES PROVIDERS**

RFQ Issue Date: February 24, 2021
Applicant Questions Due: March 10, 2021
Application Deadline: April 6, 2021 (by 5 PM)

I. INTRODUCTION

The City of Berkeley's public art enlivens and beautifies its civic buildings, parks, streetscapes, and other public spaces. Since its inception in 1967, Berkeley's Civic Arts Program has acquired approximately 50 outdoor permanent public artworks, including works of sculpture, integrated design elements, mosaics, tile artworks, and painted murals. Also included in the City's artwork collection are over 50 small portable, and mostly framed, artworks such as drawings, etchings, paintings, textiles and prints displayed in City buildings. The Civic Arts Program is also actively commissioning between three to five new public artworks a year, requiring artwork fabrication and installation services.

The City of Berkeley's Civic Arts Program is responsible for documenting, cataloguing, and maintaining the artwork in this collection. These responsibilities require the Civic Arts Program to install, de-install, transport and store large scale artwork, as well as to frame and install smaller works, provide didactic signage, photograph and video document artworks as installed, and catalogue artwork in the collection. All of the artwork in the collection has been evaluated within the last two years and the Civic Arts Program intends to conserve the artworks in most need of treatment as funding becomes available. In addition to scheduled maintenance, artworks in the collection also occasionally require emergency repair.

By issuing a Request for Qualifications for individuals and firms that are qualified within any one or all of the art service categories described below, the Civic Arts Program will be able to establish a pre-qualified pool of firms with whom the City of Berkeley may contract for services without having further general bidding requirements.

The art service categories are as follows:

- A. Contractors to install and de-install large-scale works of public art
- B. Fine Art Conservators
- C. Art Care Technicians, Audio Visual Technicians, and Artwork Preparators
- D. Fine Art Transportation and Storage
- E. Art Photography, Videography, Graphic Design, Computer Aided Design (CAD) for Artwork Placement Renderings, Digital Imaging, and Sign Makers
- F. Fine Art Framing Services
- G. Fine Art Fabrication
- H. Public Art Curation and Project Management
- I. Art Collection Registrar Services

Firms may apply for qualification in one or more categories. The scope of work and qualifications for each of these categories are described below.

The Civic Arts Program will review applications and establish a pool of qualified firms for the purpose of awarding contracts as needed. The Pre-qualified Pool of Fine Art Services Providers will remain active for three years with an option by the City to renew the pre-qualified pool for another three years. Work will occur throughout the City of Berkeley. Being approved for the pre-qualified pool does not guarantee that a firm will be awarded a contract. Contracts will range in length from one to three years and the City shall have the option to extend the term of a contract for a period of up to an additional three years, which the City may exercise in its sole, absolute discretion. Contractors will work on a task order basis. City staff will request a quote prior to service and provide an approved task order prior to work being scheduled.

II. SCOPE OF SERVICES

Through this RFQ, the City of Berkeley's Civic Arts Program will identify a number of firms qualified within one or more art service categories, each of which require different qualifications and experience. The Scope of Work and Qualifications are to be used as a general guide for each of the art service categories, and are not intended to be a complete list of all work that may be performed in any category, or to be complete or specific to any particular project.

ART SERVICE CATEGORIES AND ASSOCIATED WORK/QUALIFICATIONS:

A. Contractors to install and de-install large-scale works of public art

Sample Services: Installing, removing, and transporting large scale works of art and artwork integrated into architecture, or repair/re-fabrication of associated features such as foundations, sculptural bases, or hardscape. Work may include subcontracting with other firms to provide entire scope of services needed for a particular project. Sample subcontracts might include conservators, structural engineers, electrical work, masons, welders, rigging, and other trades. Work in this category may include use of lifts, scaffolding, and other equipment as necessary.

Qualifications:

1. Five (5) years' experience performing the work described above.
2. Ability to provide qualified personnel with substantial experienced in installing and moving large scale works of art.
3. Demonstrated sensitivity to the artistic integrity and cultural impact of artworks.

B. Fine Art Conservators

Sample Services: Ability to provide full conservation and restoration services in the media of the Conservator's specialization. Typical needs include providing a wide variety of services for the care and maintenance of the City's art collection, cultural artifacts and properties under the Civic Arts Program's jurisdiction. Typical projects include providing specialized consulting, performing material investigations on the condition of artworks in the collection and providing the City with reports and recommendations; preparing conservation/restoration work project specifications; on-site cleaning, graffiti removal, conservation and restoration of the City's sculptures in various media, cleaning and conservation of paintings, murals; conservation of photographs, prints, and other works on paper. Repair and/or replacement of missing or damaged portions of sculptures. Work may include subcontracting with other firms to provide entire scope of services needed for a particular project. Sample subcontracts might include structural engineers, electrical work, masons, welders, rigging, and other trades. Work in this category may include use of lifts, scaffolding, and other equipment as necessary.

Qualifications:

1. Team Lead Conservator for conservation projects must hold a degree from a recognized Conservation Program identified by the American Institute for Conservation and Cultural Properties (AIC) and must adhere to the AIC Code of Ethics and Guidelines of Practice.
2. Five (5) years' experience performing the work described above.
3. Ability to provide full conservation and restoration services in the media of the Conservator's specialization.
4. Conservator must have a minimum of five (5) years professional conservation experience specializing in objects conservation with direct experience with the media of the sculpture to be restored.
5. Demonstrated sensitivity to the artistic integrity and cultural impact of artworks.

C. Art Care Technicians, Audio Visual Technicians, and Artwork Preparators

Sample Services: Surface cleaning, waxing and applying anti-graffiti coatings on sculptures and other public artworks, graffiti removal and minor repairs of contemporary artworks in a variety of media. Artwork may include audio visual installations utilizing digital projectors, monitors, data players, computer programs, and multi-channel speaker systems. Work may include installing and de-installing paintings and small to medium size sculptures. Must be able to provide lifts, scaffolding, equipment and other subcontractors as necessary.

The Civic Arts Program is also looking for technicians to maintain specialty media and related systems for audio, video, lighting, and electronic media.

Qualifications:

1. Five (5) years of experience in the field. Past experience and qualifications may include course work in subjects related to care and conservation of artwork at a recognized college or university; work in a foundry or working as an assistant to a conservator or museum preparator, museum or gallery work with audio and visual media art installations, or other related experience.
2. Demonstrated background in working with media and system maintenance for material specialization in audio, video, lighting, and electronic media.
3. Adherence to the American Institute of Conservators (AIC) Code of Ethics.
4. Demonstrated sensitivity to the artistic integrity and cultural impact of artworks.

D. Fine Art Transportation and Storage

Sample Services: Secure climate and non-climate storage areas; domestic and international transportation; including blanket-wrap and soft-packing services and specialty crates. May act as shipping agent; make courier arrangements, administer bills of lading, provide proper documentation and additional insurance as-needed. Provide air-ride, secure, climate controlled vehicles and oversized lift gates and other equipment as needed.

Qualifications:

1. Five (5) years of experience providing the services listed above. Past experience and qualifications may include course work in subjects related to care and conservation of artwork at a recognized college or university; work in a foundry or working as an assistant to a conservator or museum preparator or other related experience
2. Ability to provide secure storage site with climate control if required.
3. Ability to provide experienced and qualified personnel.
4. Demonstrated sensitivity to the artistic integrity and cultural impact artworks.

E. Art Photography, Videography, Graphic Design, Computer Aided Design (CAD) for Artwork Placement Renderings, Digital Imaging, and Sign Makers

Sample Services: Photography, videography, design, color correction, typography and fine art reproductions in multiple formats. Photography services may include photographing and providing images in multiple formats, including the ability to provide color corrections. Videography services may include documenting artwork installations in video. Graphic Designers and Computer Aided Design (CAD) for Artwork Placement Renderings and may include production of vector files for artwork production or digital images showing an artwork in a potential location from many angles. Sign makers scope of work may incorporate digital images and may include

digital file production, typography and design services as well as the fabrication and installation of integral hardware, pedestals, and plaques in different materials and media, some that may require special engineering. All will provide their own equipment, transportation, and may be asked to scout locations and conditions of artworks sited indoors and outdoors, previous to commencing work. Work may include subcontracting with other firms to provide entire scope of services needed for a particular or large-scale projects. Sample subcontracts might include structural engineers, electrical work, welders, rigging, and other trades. Work in this category may include use of lifts, scaffolding, and other equipment as necessary.

Qualifications:

1. Five (5) years of experience providing the services listed above.
2. Ability to provide experienced and qualified personnel.
3. Demonstrated sensitivity to the artistic integrity and cultural impact of artworks.

F. Fine Art Framing Services

Sample Services: Full range of professional framing services and archival materials with the capacity for managing high volume projects including the delivery, packing and storing of artworks.

Qualifications:

1. Five (5) years of experience providing the services listed above.
2. Ability to provide experienced and qualified personnel.
3. Demonstrated sensitivity to the artistic integrity and cultural impact of artworks.

G. Fine Art Fabrication

Sample Services: Fabrication of artwork as designed by an artist. An art fabrication company has access to the resources, specialized machinery and technologies, and labor necessary to execute large scale artworks beyond the capacity of an individual artist's studio. An example of this is a metal casting foundry. Work may include subcontracting with other firms to provide entire scope of services needed for a particular project. Sample subcontracts might include structural engineers, electrical work, masons, welders, rigging, and other trades. Work in this category may include use of lifts, scaffolding, and other equipment as necessary.

Qualifications:

1. Five (5) years' experience performing the work described above.
2. Ability to provide qualified personnel with substantial experienced in artwork fabrication in the techniques specified in the artist's design.
3. Demonstrated sensitivity to the artistic integrity and cultural impact of artworks.

H. Public Art Curation and Project Management

Sample Services: Develop the project's public art plan, facilitate artist and artwork selection, interface with the City of Berkeley on approvals, provide expert artwork curation and project management, develop and manage artwork fabrication and installation, and manage the art budget. A qualified Public Art consultant may be a curator or art consultant with proven experience of overseeing artist selection and management of art in public places.

Qualifications:

1. Five (5) years of experience providing the services listed above.
2. Ability to provide experienced and qualified personnel.
3. Demonstrated sensitivity to the artistic integrity and cultural impact of artworks.

I. Art Collection Registrar Services

Sample Services: Develop and maintain records management systems related to artwork documentation with individual files for each object in the collection. Documentation includes information about an artwork's

condition, its identification number, provenance, materials, treatment reports, and its physical location. Services might include ensuring the completeness of records within an on-line collection data base and corollary paper records.

Qualifications:

1. Five (5) years of experience providing the services listed above.
2. Working knowledge of American Association of Museum's Code of Ethics as well as the Collecting Guidelines for Museums.
3. Skilled in object handling.
4. Knowledgeable about collection management software for cataloging and record keeping.
5. Ability to provide experienced and qualified personnel.
6. Demonstrated sensitivity to the artistic integrity and cultural impact of artworks.

III. APPLICATION SUBMISSION REQUIREMENTS

In order to be considered for the pre-qualified pool of arts service providers, applicants must submit a fully completed application and provide all required application materials. The application consists of the following components:

A. Consultant Identification:

Provide the name of the firm, the firm's principal place of business, the name and telephone number of the contact person and company tax identification number.

Applicants will select the art service categories for which they are qualified on the application form.

B. Firm Experience:

Provide an executive summary of your experience and qualifications and listing of projects completed by the firm within the past five (5) years for each of the Art Service categories for which you are qualified. This listing should include a brief description of each project the firm has completed that require the same experience and expertise described under the qualifications listed for each of the Art Service categories, including the client, the project location, date, and name, email address and telephone number of a contact person.

C. Individual Staff Experience:

Provide a listing of each key staff person in the firm who will be assigned to the project and background information demonstrating their capabilities and qualifications to perform the assigned task. For each individual, provide current professional registrations, related experience, educational background, and years of experience with the team.

D. Client References:

Provide a minimum of three client references. At least on references should be a California city or other large public sector entity. Provide the designated person's name, title, organization, address, telephone number, and the project(s) that were completed under that client's direction.

E. Contract Terminations:

If your organization has had a contract terminated in the last five (5) years, describe such incident. Termination for default is defined as notice to stop performance due to the vendor's non-performance or poor performance and the issue of performance was either (a) not litigated due to inaction on the part of the vendor, or (b) litigated and such litigation determined that the vendor was in default.

Submit full details of the terms for default including the other party's name, address, and phone number. Present the vendor's position on the matter. The City will evaluate the facts and may, at its sole discretion, reject the application on the grounds of the past experience.

If the firm has not experienced any such termination for default or early termination in the past five (5) years, so indicate.

F. Fee Structure:

Fees will remain in effect for the duration of the contract. With proper documentation, the City will reimburse only for pre-approved equipment rentals and supply purchases that are unique to our artworks. We do not reimburse for routine supplies, travel, lodging, per diem, or other ad-hoc miscellaneous expenses. Please take that into account with your rates.

Provide the following:

- a. Hourly rate for principals and any staff or employees most likely to work on Civic Arts Program projects.
- b. Firm overhead rate or mark-up rate, if applicable.
- c. Equipment Rental

IV. CONSULTANT SELECTION PROCESS

Evaluation and Selection Criteria

Firms will be rated in each of the Art Service categories they submit under as either being:

1) Highly Qualified, 2) Qualified or 3) Not Qualified. A firm must receive the ranking of Qualified in at least one of the Art Service categories for which they wish to be considered to be included in the pre-qualified pool. The City intends to evaluate qualifications in accordance with the criteria listed below.

Evaluation Categories	Evaluation Criteria	Points Possible
I. Professional Qualifications	a) Minimum (5) years of experience in the field	10 pts.
	b) Demonstrated sensitivity to the artistic integrity and cultural impact of artworks.	10 pts.
	c) Meets required qualifications as described in RFQ for specific art service category for which they are applying.	20 pts.
II. Demonstrated Experience	a) Demonstrated recent experience of individual or team working with media they claim expertise.	20 pts.
	b) Quality of recently completed projects, including evidence of care to maintain the integrity of the artwork, adherence to the AIC Code of Ethics (where applicable) and adherence to schedules, deadlines and budgets.	20 pts.

	c) Evidence of experience as an Art Service Provider and relative scale and complexity of projects completed.	10 pts.
III. Reasonable Fee Structure	a) Proposed fees are set within industry standard.	10 pts.
TOTAL POSSIBLE POINTS		100 pts.

The Civic Arts Program will select a pre-qualified pool of firms within each of the Art Service categories which the Civic Arts Program staff may consider for “as-needed” contracts or for specific projects as the need arises. The inclusion of any firm in the pre-qualified pool shall not imply any obligation on the part of the City of Berkeley to enter into an agreement with the firm. In selecting a firm for a contract, the Civic Arts Program staff may consider any one, or a combination, of the criteria listed below:

1. The firm has the highest ranking of all the firms in its category.
2. The firm is the most qualified within its Art Service category to perform the work on a specific type of project.
3. The firm is available to perform the work in a timely manner.
4. The firm offers the most favorable cost estimate to perform the work.
5. The Civic Arts Program requests proposals from the pre-qualified firms for a specific project and selects a firm based on its proposal and the selection criteria for that project.

The City reserves the right to reject any and all submissions.

V. QUESTIONS REGARDING RFQ

For questions concerning the anticipated work, or scope of the project, please contact Jennifer Lovvorn, Chief Cultural Affairs Officer, via email at JLovvorn@CityofBerkeley.info no later than **January 26, 2021**. Answers to questions will not be provided by telephone or email. Answers to all questions or any addenda will be posted on the City of Berkeley’s Civic Art site at <https://www.cityofberkeley.info/civic-arts/>. It is the vendor’s responsibility to check this site. For general questions concerning the submittal process, contact purchasing at 510-981-7320.

VI. CITY CONTRACTING REQUIREMENTS

Firms receiving contracts with the City shall comply with the following requirements:

A. Non-Discrimination Requirements:

Ordinance No. 5876-N.S. codified in B.M.C. Chapter 13.26 states that, for contracts worth more than \$3,000 bids for supplies or bids or proposals for services shall include a completed Workforce Composition Form. Businesses with fewer than five employees are exempt from submitting this form. (See B.M.C. 13.26.030)

Under B.M.C. section 13.26.060, the City may require any bidder or vendor it believes may have discriminated to submit a Non-Discrimination Program. The Contract Compliance Officer will make this determination. This applies to all contracts and all consultants (contractors). Berkeley Municipal Code section 13.26.070 requires that all contracts with the City contain a non-discrimination clause, in which the contractor agrees not to discriminate and allows the City access to records necessary to monitor compliance. This section also applies to all contracts and all consultants. **Bidders must submit the attached Non-Discrimination Disclosure Form with their proposal**

B. Nuclear Free Berkeley Disclosure Form:

Berkeley Municipal Code section 12.90.070 prohibits the City from granting contracts to companies that knowingly engage in work for nuclear weapons. This contracting prohibition may be waived if the City Council determines that no reasonable alternative exists to doing business with a company that engages in nuclear weapons work. If your company engages in work for nuclear weapons, explain on the Disclosure Form the nature of such work. **Bidders must submit the attached Nuclear Free Disclosure Form with their proposal.**

C. Oppressive States:

The City of Berkeley prohibits granting of contracts to firms that knowingly provide personal services to specified Countries. This contracting prohibition may be waived if the City Council determines that no reasonable alternative exists to doing business with a company that is covered by City Council Resolution No. 59.853-N.S. If your company or any subsidiary is covered, explain on the Disclosure Form the nature of such work. **Bidders must submit the attached Oppressive States Disclosure Form with their proposal.**

D. Sanctuary City Contracting Ordinance:

Chapter 13.105 of the Berkeley Municipal Code prohibits the City from granting and or retaining contracts with any person or entity that provides Data Broker or Extreme Vetting services to the U.S. Immigration and Customs Enforcement Division of the United States Department of Homeland Security ("ICE"). **Bidders must submit the attached Sanctuary City Compliance Statement with their proposal.**

E. Conflict of Interest:

In the sole judgment of the City, any and all proposals are subject to disqualification on the basis of a conflict of interest. The City may not contract with a vendor if the vendor or an employee, officer or director of the proposer's firm, or any immediate family member of the preceding, has served as an elected official, employee, board or commission member of the City who influences the making of the contract.

Furthermore, the City may not contract with any vendor whose income, investment, or real property interest may be affected by the contract. The City, at its sole option, may disqualify any proposal on the basis of such a conflict of interest. **Please identify any person associated with the firm that has a potential conflict of interest.**

F. Berkeley Living Wage Ordinance:

Chapter 13.27 of the Berkeley Municipal Code requires that contractors offer all eligible employees with City mandated minimum compensation during the term of any contract that may be awarded by the City. If the Contractor is not currently subject to the Living Wage Ordinance, cumulative contracts with the City within a one-year period may subject Contractor to the requirements under B.M.C. Chapter 13.27. A certification of compliance with this ordinance will be required upon execution of a contract. The current Living Wage rate can be found here: https://www.cityofberkeley.info/Finance/Home/Vendors_Living_Wage_Ordinance.aspx. The Living Wage rate is adjusted automatically effective June 30th of each year commensurate with the corresponding increase in the Consumer Price Index published in April of each year. If the Living Wage rate is adjusted during the term of your agreement, you must pay the new adjusted rate to all eligible employees, regardless of what the rate was when the contract was executed.

G. Berkeley Equal Benefits Ordinance:

Chapter 13.29 of the Berkeley Municipal Code requires that contractors offer domestic partners the same access to benefits that are available to spouses. A certification of compliance with this ordinance will be required upon execution of a contract.

H. Statement of Economic Interest:

The City's Conflict of Interest Code designates "consultants" as a category of persons who must complete Form 700, Statement of Economic Interest, at the beginning of the contract period and again at the termination of the contract. The selected contractor will be required to complete the Form 700 before work may begin.

I. Insurance

The selected contractor will be required to maintain general liability insurance in the minimum amount of \$2,000,000, automobile liability insurance in the minimum amount of \$1,000,000 and a professional liability insurance policy in the amount of \$2,000,000 to cover any claims arising out of the performance of the contract. The general liability and automobile insurance must name the City, its officers, agents, volunteers and employees as additional insureds.

Insurance not Necessary: *If the services are such that the risk of exposure to liability is very low, insurance may not be required. An example of such a service is an individual using his/her computer at home to lay out a newsletter for the City. This determination must be made by the Risk Manager in writing before the RFP is issued.*

Insurance Waiver: *A situation in which insurance is not necessary is different from a case in which insurance may be waived. An insurance waiver is appropriate where insurance would usually be necessary but when, as a policy matter, the City is willing to take the risk of allowing an uninsured or under-insured individual or business to perform the work (usually when the risk of liability is low). An insurance waiver may be granted only by the Risk Manager in writing with the approval of the City Manager. If a potential bidder expresses an inability to meet the insurance requirement, he or she should be encouraged to contact the Project Manager & Risk Manager for assistance in obtaining insurance.)*

J. Worker's Compensation Insurance:

A selected contractor who employs any person shall maintain workers' compensation insurance in accordance with state requirements. Sole proprietors with no employees are not required to carry Worker's Compensation Insurance.

(Worker's Compensation Insurance cannot be waived for any person who employs others.)

K. Business License

Virtually every contractor that does business with the City must obtain a City business license as mandated by B.M.C. Ch. 9.04. The business license requirement applies whether or not the contractor has an office within the City limits. However, a "casual" or "isolated" business transaction (B.M.C. section 9.04.010) does not subject the contractor to the license tax. Warehousing businesses and charitable organizations are the only entities specifically exempted in the code from the license requirement (see B.M.C. sections, 9.04.295 and 9.04.300). Non-profit organizations are granted partial exemptions (see B.M.C. section 9.04.305). Persons who, by reason of physical infirmity, unavoidable misfortune, or unavoidable poverty, may be granted an exemption of one annual free license at the discretion of the Director of Finance. (see B.M.C. sections 9.04.290).

Vendor must apply for a City business license and show proof of application to Purchasing Manager within seven days of being selected as intended contractor.

The Customer Service Division of the Finance Department located at 1947 Center Street, Berkeley, CA 94704, issues business licenses. Contractors should contact this division for questions and/or information on obtaining a City business license, in person, or by calling 510-981-7200.

L. Recycled Paper

Any printed reports for the City required during the performance of the work shall be on 100% recycled paper, and shall be *printed on both sides of the page* whenever practical.

M. State Prevailing Wage

Certain labor categories under this project may be subject to prevailing wages as identified in the State of California Labor Code commencing in Section 1770 et. seq. These labor categories, when employed for any "work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work," constitute a "Public Work" within the definition of Section 1720(a)(1) of the California Labor Code requiring payment of prevailing wages.

Wage information is available through the California Division of Industrial Relations web site at: http://www.dir.ca.gov/OPRL/statistics_and_databases.html

VII. SCHEDULE (dates are subject to change)

- | | |
|--|-------------------------|
| <input type="checkbox"/> Issue RFQ to Potential Bidders: | February 24, 2021 |
| <input type="checkbox"/> Questions Due | March 10, 2021 |
| <input type="checkbox"/> Application Deadline | April 6, 2021 (by 5 PM) |
| <input type="checkbox"/> Complete Selection Process | May 1, 2021 |
| <input type="checkbox"/> Council Approval of Contract (over \$50k) | June 15, 2021 |

VIII. PAYMENT

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. Mail invoices to the Project Manager and reference the contract number.

City of Berkeley Civic Arts Program
2180 Milvia Street, 5th Floor
Berkeley, CA 94706
Attn: **Jennifer Lovvorn**

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

Thank you for your interest in working with the City of Berkeley for this service. We look forward to receiving your Statement of Qualifications.

Attachment 6: RFQ Panel Summary (2021) Fine Art Service Providers

Qualified Applicants	Score	Result	Category
Preservation Arts LLC	98%	Highly Qualified	Art Care Technicians, Audio Visual Technicians, and Artwork Preparators
McKinley Art Solutions	94%	Highly Qualified	Art Care Technicians, Audio Visual Technicians, and Artwork Preparators
Art In Hand	94%	Highly Qualified	Art Care Technicians, Audio Visual Technicians, and Artwork Preparators
Atthowe Fine Art Services	92%	Highly Qualified	Art Care Technicians, Audio Visual Technicians, and Artwork Preparators
Gary Nakamoto	86%	Highly Qualified	Art Care Technicians, Audio Visual Technicians, and Artwork Preparators
Aureliano Rivera-Lerman	80%	Qualified	Art Care Technicians, Audio Visual Technicians, and Artwork Preparators
Alicia Goode	75%	Qualified	Art Care Technicians, Audio Visual Technicians, and Artwork Preparators
Artworks Foundry, LLC.	65%	Low Qualification	Art Care Technicians, Audio Visual Technicians, and Artwork Preparators
Kata Art Institute	98%	Highly Qualified	Art Collection Registrar Services
Atthowe Fine Art Services	97%	Highly Qualified	Art Collection Registrar Services
ShipArt International (DBA UOVO)	96%	Highly Qualified	Art Collection Registrar Services
Preservation Arts LLC	95%	Highly Qualified	Art Collection Registrar Services
Aureliano Rivera-Lerman	66%	Low Qualified	Art Collection Registrar Services
Alicia Goode	61%	Low Qualified	Art Collection Registrar Services
Riley Textile Conservation (Textiles)	100%	Highly Qualified	Fine Art Conservators
ARG Conservation Services	99%	Highly Qualified	Fine Art Conservators
Preservation Arts LLC	99%	Highly Qualified	Fine Art Conservators
Katharine Untch dba Conservation Strategies Art Architecture Archaeology	95%	Highly Qualified	Fine Art Conservators
Artworks Foundry, LLC.	93%	Highly Qualified	Fine Art Conservators
Aureliano Rivera-Lerman (Murals)	75%	Qualified	Fine Art Conservators
Artworks Foundry, LLC.	100%	Highly Qualified	Fine Art Fabricators
Gizmo Art Production, Inc.	91%	Highly Qualified	Fine Art Fabricators
DEKA	89%	Highly Qualified	Fine Art Fabricators
Barnacle Bros. Sculpture & Custom Fabrication Inc.	85%	Highly Qualified	Fine Art Fabricators
One Hat One Hand	82%	Qualified	Fine Art Fabricators
Sterling Art Services, LLC	99%	Highly Qualified	Fine Art Framing Services
Atthowe Fine Art Services	95%	Highly Qualified	Fine Art Framing Services
The Framers Workshop	91%	Highly Qualified	Fine Art Framing Services
Atthowe Fine Art Services	100%	Highly Qualified	Fine Art Transportation and Storage
ShipArt International (DBA UOVO)	100%	Highly Qualified	Fine Art Transportation and Storage
Work of Art Services Inc	90%	Highly Qualified	Fine Art Transportation and Storage
Gizmo Art Production, Inc.	75%	Qualified	Fine Art Transportation and Storage
Artworks Foundry	71%	Qualified	Fine Art Transportation and Storage
ShipArt International (DBA UOVO)	97%	Highly Qualified	Install and De-Install Large Scale Public Art
Atthowe Fine Art Services	96%	Highly Qualified	Install and De-Install Large Scale Public Art
Gizmo Art Production, Inc.	91%	Highly Qualified	Install and De-Install Large Scale Public Art
Work of Art Services Inc	73%	Qualified	Install and De-Install Large Scale Public Art
Barnacle Bros. Sculpture & Custom Fabrication Inc.	71%	Qualified	Install and De-Install Large Scale Public Art
DEKA	69%	Low Qualified	Install and De-Install Large Scale Public Art
One Hat One Hand	62%	Low Qualified	Install and De-Install Large Scale Public Art
ian Ransley Design	99%	Highly Qualified	Photography, Videography, Graphic Design, CAD, Digital Imaging, and Sign Makers

Arianne Gelardin (Graphic Design)	98%	Highly Qualified	Photography, Videography, Graphic Design, CAD, Digital Imaging, and Sign Makers
Priority Architectural Graphics Inc	97%	Highly Qualified	Photography, Videography, Graphic Design, CAD, Digital Imaging, and Sign Makers
Kevan Jensen	96%	Highly Qualified	Photography, Videography, Graphic Design, CAD, Digital Imaging, and Sign Makers
Dianne Jones Photography	91%	Highly Qualified	Photography, Videography, Graphic Design, CAD, Digital Imaging, and Sign Makers
Kari Wrede Design - sole proprietor	91%	Highly Qualified	Photography, Videography, Graphic Design, CAD, Digital Imaging, and Sign Makers
One Hat One Hand	84%	Highly Qualified	Photography, Videography, Graphic Design, CAD, Digital Imaging, and Sign Makers
Artsource Consulting	100%	Highly Qualified	Public Art Curation and Project Management
Chandra Cerrito / Art Advisors	100%	Highly Qualified	Public Art Curation and Project Management
Kala Art Institute	100%	Highly Qualified	Public Art Curation and Project Management
Capital Integrated Arts LLC	98%	Highly Qualified	Public Art Curation and Project Management
Barbara Goldstein dba Art Builds Community	97%	Highly Qualified	Public Art Curation and Project Management
Arianne Gelardin	84%	Qualified	Public Art Curation and Project Management

NON-DISCRIMINATION / WORKFORCE COMPOSITION

FOR ALL CONTRACTS: 5 OR MORE EMPLOYEES

To assist the City of Berkeley in implementing its Non-Discrimination policy, you're requested to furnish information regarding your personnel, as indicated below, and return this form to the City Department handling your contract.

ORGANIZATION Gizmo Art Production, Inc
ADDRESS 202 Potrero Ave, San Francisco CA 94103
BUSINESS LICENSE # BL 012516

You may complete this online & make entries in these cells, they will be automatically totaled at the bottom; or print the form & complete by hand/typewriter.

Occupational Category (see page 2 for definitions)	ALL EMPLOYEES		WHITE		BLACK		ASIAN		HISPANIC		OTHER (specify)**	
	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female
Officials/Administrators	2	3										
Professionals												
Technicians												
Protective Service Workers												
Para-professionals												
Office/Clerical												
Skilled Craft Workers	9	1										
Service/Maintenance												
Other Occupation: Specify*	1	1										
Totals	12	5										

DECLINE TO STATE

*Specify other occupation:
 **Specify other ethnicity:

Is your business MBE/WBE/DBE certified? No Yes If Yes, by what agency?

If Yes, please specify: or ethnic identification:

Do you have a policy of non-discrimination? No Yes

Signature Tristan Beech Date 04/17/25
 Print/Type Name of Signer Tristan Beech
 Verified by _____ Date _____

City of Berkeley Contract Administrator

CITY OF BERKELEY
Nuclear Free Zone Disclosure Form

I (we) certify that:

1. I am (we are) fully cognizant of any and all contracts held, products made or otherwise handled by this business entity, and of any such that are anticipated to be entered into, produced or handled for the duration of its contract(s) with the City of Berkeley. (To this end, more than one individual may sign this disclosure form, if a description of which type of contracts each individual is cognizant is attached.)
2. I (we) understand that Section 12.90.070 of the Nuclear Free Berkeley Act (Berkeley Municipal Code Ch. 12.90; Ordinance No. 5784-N.S.) prohibits the City of Berkeley from contracting with any person or business that knowingly engages in work for nuclear weapons.
3. I (we) understand the meaning of the following terms as set forth in Berkeley Municipal Code Section 12.90.130:

"Work for nuclear weapons" is any work the purpose of which is the development, testing, production, maintenance or storage of nuclear weapons or the components of nuclear weapons; or any secret or classified research or evaluation of nuclear weapons; or any operation, management or administration of such work.

"Nuclear weapon" is any device, the intended explosion of which results from the energy released by reactions involving atomic nuclei, either fission or fusion or both. This definition of nuclear weapons includes the means of transporting, guiding, propelling or triggering the weapon if and only if such means is destroyed or rendered useless in the normal propelling, triggering, or detonation of the weapon.

"Component of a nuclear weapon" is any device, radioactive or non-radioactive, the primary intended function of which is to contribute to the operation of a nuclear weapon (or be a part of a nuclear weapon).

4. Neither this business entity nor its parent nor any of its subsidiaries engages in work for nuclear weapons or anticipates entering into such work for the duration of its contract(s) with the City of Berkeley.

Based on the foregoing, the undersigned declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Printed Name: Tristan Beech Title: Sales Manager

Signature:  Date: 04/17/25

Business Entity: Gizmo Art Production

Contract Description/Specification No. _____

Attachment C

CITY OF BERKELEY
Oppressive States Compliance Statement for Personal Services

The undersigned, an authorized agent of Gizmo Art Production, Inc (hereafter "Vendor"), has had an opportunity to review the requirements of Berkeley City Council Resolution Nos. 59,853-N.S., 60,382-N.S., and 70,606-N.S., (hereafter "Resolutions"). Vendor understands and agrees that the City may choose with whom it will maintain business relations and may refrain from contracting with those Business Entities which maintain business relationships with morally repugnant regimes. Vendor understands the meaning of the following terms used in the Resolutions:

"Business Entity" means "any individual, firm, partnership, corporation, association or any other commercial organization, including parent-entities and wholly-owned subsidiaries" (to the extent that their operations are related to the purpose of the contract with the City).

"Oppressive State" means: **Tibet Autonomous Region, the provinces of Aho, Kham, and U-Tsang; and Burma (Myanmar)**

"Personal Services" means "the performance of any work or labor and shall also include acting as an independent contractor or providing any consulting advice or assistance, or otherwise acting as an agent pursuant to a contractual relationship."

Contractor understands that it is not eligible to receive or retain a City contract if at the time the contract is executed, or at any time during the term of the contract it provides Personal Services to:

- a. The governing regime in any Oppressive State.
- b. Any business or corporation organized under the authority of the governing regime of any Oppressive State.
- c. Any person for the express purpose of assisting in business operations or trading with any public or private entity located in any Oppressive State.

Vendor further understands and agrees that Vendor's failure to comply with the Resolution shall constitute a default of the contract and the City Manager may terminate the contract and bar Vendor from bidding on future contracts with the City for five (5) years from the effective date of the contract termination.

The undersigned is familiar with, or has made a reasonable effort to become familiar with, Vendor's business structure and the geographic extent of its operations. By executing the Statement, Vendor certifies that it complies with the requirements of the Resolution and that if any time during the term of the contract it ceases to comply, Vendor will promptly notify the City Manager in writing.

Based on the foregoing, the undersigned declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Printed Name: Tristan Beech Title: Sales Manager

Signature:  Date: 05/17/25

Business Entity: Gizmo Art Production

I am unable to execute this Statement; however, Vendor is exempt under Section VII of the Resolution. I have attached a separate statement explaining the reason(s) Vendor cannot comply and the basis for any requested exemption.

Signature: _____ Date: _____

Contract Description/Specification No.: _____

Attachment D

CITY OF BERKELEY
Sanctuary City Compliance Statement

The undersigned, an authorized agent of Gizmo Art Production, Inc (hereafter "Contractor"), has had an opportunity to review the requirements of Berkeley Code Chapter 13.105 (hereafter "Sanctuary City Contracting Ordinance" or "SCCO"). Contractor understands and agrees that the City may choose with whom it will maintain business relations and may refrain from contracting with any person or entity that provides Data Broker or Extreme Vetting services to the U.S. Immigration and Customs Enforcement Division of the United States Department of Homeland Security ("ICE"). Contractor understands the meaning of the following terms used in the SCCO:

- a. "Data Broker" means either of the following:
 - i. The collection of information, including personal information about consumers, from a wide variety of sources for the purposes of reselling such information to their customers, which include both private-sector business and government agencies;
 - ii. The aggregation of data that was collected for another purpose from that for which it is ultimately used.

- b. "Extreme Vetting" means data mining, threat modeling, predictive risk analysis, or other similar services." Extreme Vetting does not include:
 - i. The City's computer-network health and performance tools;
 - ii. Cybersecurity capabilities, technologies and systems used by the City of Berkeley Department of Information Technology to predict, monitor for, prevent, and protect technology infrastructure and systems owned and operated by the City of Berkeley from potential cybersecurity events and cyber-forensic based investigations and prosecutions of illegal computer based activity.

Contractor understands that it is not eligible to receive or retain a City contract if at the time the Contract is executed, or at any time during the term of the Contract, it provides Data Broker or Extreme Vetting services to ICE.

Contractor further understands and agrees that Contractor's failure to comply with the SCCO shall constitute a material default of the Contract and the City Manager may terminate the Contract and bar Contractor from bidding on future contracts with the City for five (5) years from the effective date of the contract termination.

By executing this Statement, Contractor certifies that it complies with the requirements of the SCCO and that if any time during the term of the Contract it ceases to comply, Contractor will promptly notify the City Manager in writing. Any person or entity who knowingly or willingly supplies false information in violation of the SCCO shall be guilty of a misdemeanor and up to a \$1,000 fine.

Based on the foregoing, the undersigned declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this April day of 17, 2025, at 8:51am, California.

Printed Name: Tristan Beech Title: Sales Manager

Signed:  Date: 04/17/25

Business Entity: Gizmo Art Production, Inc.

CITY OF BERKELEY
Living Wage Certification for Providers of Personal Services

TO BE COMPLETED BY ALL PERSONS OR ENTITIES ENGAGING IN A CONTRACT FOR PERSONAL SERVICES WITH THE CITY OF BERKELEY.

The Berkeley Municipal Code Chapter 13.27, Berkeley's Living Wage Ordinance (LWO), provides that contractors who engage in a specified amount of business with the City (except where specifically exempted) under contracts which furnish services to or for the City in any twelve (12) month period of time shall comply with all provisions of this Ordinance. The LWO requires a City contractor to provide City mandated minimum compensation to all eligible employees, as defined in the Ordinance. In order to determine whether this contract is subject to the terms of the LWO, please respond to the questions below. Please note that the LWO applies to those contracts where the contractor has achieved a cumulative dollar contracting amount with the City. Therefore, even if the LWO is inapplicable to this contract, subsequent contracts may be subject to compliance with the LWO. Furthermore, the contract may become subject to the LWO if the status of the Contractor's employees change (i.e. additional employees are hired) so that Contractor falls within the scope of the Ordinance.

Section I.

1. IF YOU ARE A FOR-PROFIT BUSINESS, PLEASE ANSWER THE FOLLOWING QUESTIONS

a. During the previous twelve (12) months, have you entered into contracts, including the present contract, bid, or proposal, with the City of Berkeley for a cumulative amount of \$25,000.00 or more?

YES X NO

If **no**, this contract is NOT subject to the requirements of the LWO, and you may continue to Section II. If **yes**, please continue to question 1(b).

b. Do you have six (6) or more employees, including part-time and stipend workers?

YES X NO

If you have answered, "YES" to questions 1(a) and 1(b) this contract **IS** subject to the LWO. If you responded "NO" to 1(b) this contract **IS NOT** subject to the LWO. **Please continue to Section II.**

2. IF YOU ARE A NON-PROFIT BUSINESS, AS DEFINED BY SECTION 501(C) OF THE INTERNAL REVENUE CODE OF 1954, PLEASE ANSWER THE FOLLOWING QUESTIONS.

a. During the previous twelve (12) months, have you entered into contracts, including the present contract, bid or proposal, with the City of Berkeley for a cumulative amount of \$100,000.00 or more?

YES NO

If **no**, this Contract is NOT subject to the requirements of the LWO, and you may continue to Section II. If **yes**, please continue to question 2(b).

b. Do you have six (6) or more employees, including part-time and stipend workers?

YES NO

If you have answered, "YES" to questions 2(a) and 2(b) this contract **IS** subject to the LWO. If you responded "NO" to 2(b) this contract **IS NOT** subject to the LWO. **Please continue to Section II.**

Section II

Please read, complete, and sign the following:

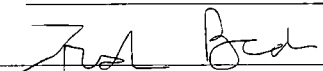
THIS CONTRACT IS SUBJECT TO THE LIVING WAGE ORDINANCE.

THIS CONTRACT IS NOT SUBJECT TO THE LIVING WAGE ORDINANCE.

The undersigned, on behalf of himself or herself individually and on behalf of his or her business or organization, hereby certifies that he or she is fully aware of Berkeley's Living Wage Ordinance, and the applicability of the Living Wage Ordinance, and the applicability of the subject contract, as determined herein. The undersigned further agrees to be bound by all of the terms of the Living Wage Ordinance, as mandated in the Berkeley Municipal Code, Chapter 13.27. If, at any time during the term of the contract, the answers to the questions posed herein change so that Contractor would be subject to the LWO, Contractor will promptly notify the City Manager in writing. Contractor further understands and agrees that the failure to comply with the LWO, this certification, or the terms of the Contract as it applies to the LWO, shall constitute a default of the Contract and the City Manager may terminate the contract and bar Contractor from future contracts with the City for five (5) years from the effective date of the Contract termination. If the contractor is a for-profit business and the LWO is applicable to this contract, the contractor must pay a living wage to all employees who spend 25% or more of their compensated time engaged in work directly related to the contract with the City. If the contractor is a non-profit business and the LWO is applicable to this contract, the contractor must pay a living wage to all employees who spend 50% or more of their compensated time engaged in work directly related to the contract with the City.

These statements are made under penalty of perjury under the laws of the state of California.

Printed Name: Tristan Beech Title: Sales Manager

Signature:  Date: 04/17/25

Business Entity: Gizmo Art Production

Contract Description/Specification No: _____

Section III

- **** FOR ADMINISTRATIVE USE ONLY -- PLEASE PRINT CLEARLY ****

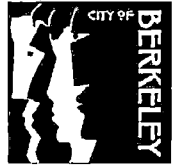
I have reviewed this Living Wage Certification form, in addition to verifying Contractor's total dollar amount contract commitments with the City in the past twelve (12) months, and determined that this Contract IS / IS NOT (circle one) subject to Berkeley's Living Wage Ordinance.

Department Name

Department Representative

To be completed by
Contractor/Vendor

Form EBO-1
CITY OF BERKELEY



CERTIFICATION OF COMPLIANCE WITH EQUAL BENEFITS ORDINANCE

If you are a **contractor**, return this form to the originating department/project manager. If you are a **vendor** (supplier of goods), return this form to the Purchasing Division of the Finance Dept.

SECTION 1. CONTRACTOR/VENDOR INFORMATION

Name: Tristan Beech		Vendor No.: 50840	
Address: 202 Potrero Ave	City: San Francisco	State: CA	ZIP: 94103
Contact Person: Mark Sabatino		Telephone: 415-222-6181	
E-mail Address: mark@gizmosf.com		Fax No.:	

SECTION 2. COMPLIANCE QUESTIONS

- A. The EBO is inapplicable to this contract because the contractor/vendor has no employees.
 Yes No (If "Yes," proceed to Section 5; if "No," continue to the next question.)
- B. Does your company provide (or make available at the employees' expense) any employee benefits?
 Yes No
 If "Yes," continue to Question C.
 If "No," proceed to Section 5. (The EBO is not applicable to you.)
- C. Does your company provide (or make available at the employees' expense) any benefits to the spouse of an employee? Yes No
- D. Does your company provide (or make available at the employees' expense) any benefits to the domestic partner of an employee? Yes No
If you answered "No" to both Questions C and D, proceed to Section 5. (The EBO is not applicable to this contract.)
If you answered "Yes" to both Questions C and D, please continue to Question E.
If you answered "Yes" to Question C and "No" to Question D, please continue to Section 3.
- E. Are the benefits that are available to the spouse of an employee identical to the benefits that are available to the domestic partner of the employee? Yes No
If you answered "Yes," proceed to Section 4. (You are in compliance with the EBO.)
If you answered "No," continue to Section 3.

SECTION 3. PROVISIONAL COMPLIANCE

- A. Contractor/vendor is not in compliance with the EBO now but will comply by the following date:
- By the first effective date after the first open enrollment process following the contract start date, not to exceed two years, if the Contractor submits evidence of taking reasonable measures to comply with the EBO; or
 - At such time that administrative steps can be taken to incorporate nondiscrimination in benefits in the Contractor's infrastructure, not to exceed three months; or
 - Upon expiration of the contractor's current collective bargaining agreement(s).
- B. If you have taken all reasonable measures to comply with the EBO but are unable to do so, do you agree to provide employees with a cash equivalent?* Yes No

* The cash equivalent is the amount of money your company pays for spousal benefits that are unavailable for domestic partners.

SECTION 4. REQUIRED DOCUMENTATION

At time of issuance of purchase order or contract award, you may be required by the City to provide documentation (copy of employee handbook, eligibility statement from your plans, insurance provider statements, etc.) to verify that you do not discriminate in the provision of benefits.

SECTION 5. CERTIFICATION

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that I am authorized to bind this entity contractually. By signing this certification, I further agree to comply with all additional obligations of the Equal Benefits Ordinance that are set forth in the Berkeley Municipal Code and in the terms of the contract or purchase order with the City.

Executed this April day of 17, in the year 2024, at San Francisco, CA
(City) (State)

Tristan Beech
Name (please print)

Tristan Beech
Signature

Sales Manager
Title

Federal ID or Social Security Number

FOR CITY OF BERKELEY USE ONLY

- Non-Compliant (The City may not do business with this contractor/vendor)
- One-Person Contractor/Vendor Full Compliance Reasonable Measures
- Provisional Compliance Category, Full Compliance by Date: _____
- Staff Name (Sign and Print): _____ Date: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/28/2025

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 Leaders' Choice Insurance Services 700 E Street Sacramento CA 95814	CONTACT NAME: _____ PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____
	INSURER(S) AFFORDING COVERAGE NAIC # INSURER A : Colony Insurance Company 39993 INSURER B : Republic Indemnity Company of California 43753 INSURER C : _____ INSURER D : _____ INSURER E : _____ INSURER F : _____
INSURED Gizmo Art Production, Inc. PO Box 411372 San Francisco CA 94141-1372	GIZMART-01

COVERAGES

CERTIFICATE NUMBER: 2130267639

REVISION NUMBER:

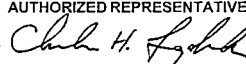
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR	Y	0019790-07	8/31/2024	8/31/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 S
GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC						
OTHER:						
AUTOMOBILE LIABILITY						
ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ S
UMBRELLA LIAB OCCUR						EACH OCCURRENCE \$
EXCESS LIAB CLAIMS-MADE						AGGREGATE \$
DED RETENTION \$						S
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y N/A	25666102	5/20/2024	5/20/2025	X PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Civic Arts, The City of Berkeley, its officers, agents, volunteers and employees are named as additional insured.

CERTIFICATE HOLDER**CANCELLATION**

Civic Arts 2180 Milvia St, 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 
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POLICY NUMBER: 103 GL 0019790-07

COMMERCIAL GENERAL LIABILITY
CG 20 10 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
As required by written contract with the Named Insured that is executed by the parties to the contract prior to the commencement of work that is called for in the contract.	All locations which are afforded coverage under this policy.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) 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:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/28/2025

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 Christine Sampson 1924 Oak Park Blvd Suite C Pleasant Hill CA 94523	CONTACT NAME: Christine Sampson PHONE (A/C, No, Ext): 925-685-9752 E-MAIL ADDRESS: christine.sampson.c11a@statefarm.com FAX (A/C, No): INSURER(S) AFFORDING COVERAGE NAIC #
	INSURER A : State Farm Mutual Automobile Insurance Company 25178 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :
INSURED GIZMO ART PRODUCTION INC PO BOX 411372 SAN FRANCISCO CA 941411372	

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 SUB INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY					EACH OCCURRENCE \$
	CLAIMS-MADE OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence) \$
						MED EXP (Any one person) \$
						PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$
	POLICY PRO-JECT LOC					PRODUCTS - COMP/OP AGG \$
	OTHER:					\$
	AUTOMOBILE LIABILITY		453 2133-F31-05G	12/31/2024	06/30/2025	COMBINED SINGLE LIMIT (Ea accident) \$
	ANY AUTO OWNED AUTOS ONLY		216 9777-D10-05N	04/10/2025	10/10/2025	BODILY INJURY (Per person) \$ 1,000,000
	HIRED AUTOS ONLY	<input checked="" type="checkbox"/>	425 3591-B05-05L	02/05/2025	08/05/2025	BODILY INJURY (Per accident) \$ 1,000,000
	SCHEDULED AUTOS NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident) \$ 1,000,000
	UMBRELLA LIAB					EACH OCCURRENCE \$
	EXCESS LIAB					AGGREGATE \$
	DED RETENTION \$					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					PER STATUTE OTH-ER \$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> N/A				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)

CITY OF BERKELEY, ITS OFFICERS, AGENTS, VOLUNTEERS AND EMPLOYEES ARE LISTED AS ADDITIONAL INSURED FOR ITS LIABILITY ARISING FROM THE COVERED OPERATIONS OF THE NAMED INSURED

NOTICE OF CANCELLATION APPLIES

CERTIFICATE HOLDER CITY OF BERKELEY, ITS OFFICERS, AGENTS, VOLUNTEERS 2100 MARTIN LUTHER KING JR WY BERKELEY CA 94704	CANCELLATION 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 This form was system-generated on 04/28/2025
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**ANNOTATED AGENDA
BERKELEY CITY COUNCIL MEETING**

**Tuesday, June 4, 2024
6:00 PM**

SCHOOL DISTRICT BOARD ROOM - 1231 ADDISON STREET, BERKELEY, CA 94702

JESSE ARREGUIN, MAYOR

Councilmembers:

DISTRICT 1 – RASHI KESARWANI
DISTRICT 2 – TERRY TAPLIN
DISTRICT 3 – BEN BARTLETT
DISTRICT 4 – VACANT

DISTRICT 5 – SOPHIE HAHN
DISTRICT 6 – SUSAN WENGRAF
DISTRICT 7 – CECILIA LUNAPARRA
DISTRICT 8 – MARK HUMBERT

This meeting will be conducted in a hybrid model with both in-person attendance and virtual participation. If you are feeling sick, please do not attend the meeting in person.

Live captioned broadcasts of Council Meetings are available on Cable B-TV (Channel 33) and via internet accessible video stream at http://berkeley.granicus.com/MediaPlayer.php?publish_id=1244.

*Remote participation by the public is available through Zoom. To access the meeting remotely: Join from a PC, Mac, iPad, iPhone, or Android device Please use this URL: <https://cityofberkeley-info.zoomgov.com/j/1607556641>. To request to speak, use the "raise hand" icon by rolling over the bottom of the screen. To join by phone: Dial **1-669-254-5252** or **1-833-568-8864 (Toll Free)** and enter Meeting ID: **160 755 6641**. If you wish to comment during the public comment portion of the agenda, Press *9 and wait to be recognized by the Chair. Please be mindful that the meeting will be recorded.*

To submit a written communication for the City Council's consideration and inclusion in the public record, email council@berkeleyca.gov.

This meeting will be conducted in accordance with the Brown Act, Government Code Section 54953 and applicable Executive Orders as issued by the Governor that are currently in effect. Any member of the public may attend this meeting. Questions regarding public participation may be addressed to the City Clerk Department (510) 981-6900. The City Council may take action related to any subject listed on the Agenda.

Pursuant to the City Council Rules of Procedure and State Law, the presiding officer may remove, or cause the removal of, an individual for disrupting the meeting. Prior to removing an individual, the presiding officer shall warn the individual that their behavior is disrupting the meeting and that their failure to cease their behavior may result in their removal. The presiding officer may then remove the individual if they do not promptly cease their disruptive behavior. "Disrupting" means engaging in behavior during a meeting of a legislative body that actually disrupts, disturbs, impedes, or renders infeasible the orderly conduct of the meeting and includes, but is not limited to, a failure to comply with reasonable and lawful regulations adopted by a legislative body, or engaging in behavior that constitutes use of force or a true threat of force.

Consent Calendar

- 7. Assessments: North Shattuck Property Based Business Improvement District**
From: City Manager
Recommendation: Adopt a Resolution approving the North Shattuck Property Based Business Improvement District (NSBID) Annual Report of Fiscal Year (FY) 2024 and proposed budget for FY 2025, and declaring Council's intention to levy an annual assessment for the NSBID for FY 2025.
Financial Implications: See report
Contact: Eleanor Hollander, Economic Development, (510) 981-7530
Action: Adopted Resolution No. 71,361–N.S.
- 8. Assessments: Telegraph Property Based Business Improvement District**
From: City Manager
Recommendation: Adopt a Resolution approving the Telegraph Property Based Business Improvement District (TBID) Annual Report of Fiscal Year (FY) 2024 and proposed budget for FY 2025, and declaring Council's intention to levy an annual assessment for the TBID for FY 2025.
Financial Implications: See report
Contact: Eleanor Hollander, Economic Development, (510) 981-7530
Action: Adopted Resolution No. 71,362–N.S.
- 9. Assessments: Downtown Berkeley Property Based Business Improvement District**
From: City Manager
Recommendation: Adopt a Resolution approving the Downtown Berkeley Property Based Business Improvement District (DPBID) Annual Report of Fiscal Year (FY) 2024 and proposed budget for FY 2025, and declaring Council's intention to levy an annual assessment for the DPBID for FY 2025.
Financial Implications: See report
Contact: Eleanor Hollander, Economic Development, (510) 981-7530
Action: Adopted Resolution No. 71,363–N.S.
- 10. ~~Contracts: Fine Art Services Providers for the Public Art Collection~~**
~~From: City Manager~~
~~Recommendation:~~ ~~Adopt three Resolutions authorizing the City Manager to execute three contracts and any associated amendments with the following companies for on-call fine art services for the City of Berkeley's Public Art Collection, for a contract period through June 30, 2026:~~
~~Gizmo Art Production, Inc. for an amount not to exceed \$200,000.~~
~~ARG Conservation Services for an amount not to exceed \$150,000.~~
~~Modify the existing Atthowe Fine Art Service for amount not to exceed \$400,000 (thereby increasing Contract Number 32300137 by \$200,000).~~
~~Financial Implications:~~ ~~See report~~
~~Contact: Eleanor Hollander, Economic Development, (510) 981-7530~~
~~Action:~~ ~~Adopted Resolution No. 71,364–N.S. (Gizmo); Resolution No. 71,365–N.S. (ARG); and Resolution No. 71,366–N.S. (Atthowe).~~

City of Berkeley, California 2025 BUSINESS LICENSE - Digital Version

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

Business Type ART FABRICATION

Location 0 VARIOUS

License Number

BL-012516

Expires On

12/31/25

Nbr of Tags:

0

GIZMO ART PRODUCTION
MARK SABATINO
202 POTRERO AVE
SAN FRANCISCO, CA 941034815

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