



# Cultural Arts Programs

## *Cultural Arts & Marketing Division*

### Oakland Public Art Advisory Committee Review Form

Artist(s) Sam Mulberry

Project Contact / Sponsor Vida and Saied Karamooz (Property owners)

Organization (if applicable) \_\_\_\_\_

Date 27-July-2015 Phone # 510-986-4477

Email oaklandwhitebuilding@gmail.com

Street Address 339 15th street, #007

City Oakland State CA Zip 94612

Property Owner Vida and Saied Karamooz

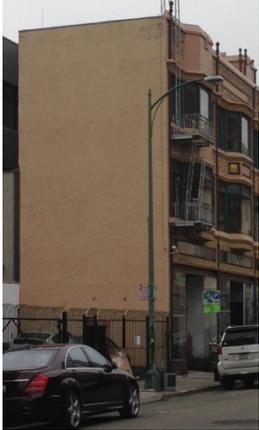
Proposed Site of Project (Address/Cross St. with physical details) 327 15th Street, Oakland, CA 94612

#### Attachments Checklist

*Attach a separate document to address the following items:*

1. \_\_\_\_\_ Description of proposed design
2. \_\_\_\_\_ Artist Resume / List of Relevant Past Experience
3. \_\_\_\_\_ Materials and processes to be used
4. \_\_\_\_\_ Photos of site
5. \_\_\_\_\_ Color rendering of mural design and/or 3-dimensional model(s)
6. \_\_\_\_\_ Mock-up of artwork at site (can be combined with site photos and color rendering)
7. \_\_\_\_\_ Timeline
8. \_\_\_\_\_ Written permission from property owner
9. \_\_\_\_\_ Artist Waiver (if required). See attached
10. \_\_\_\_\_ Demonstrated Community Support / Notification
11. \_\_\_\_\_ Budget
12. \_\_\_\_\_ Maintenance Plan

White Building Mural  
 327 15<sup>th</sup> Street, Oakland, CA 94612  
 PAAC Checklist

1	Description of Proposed Design	California poppy flower with fern leaves in background
2	Artist resume/List of Relevant Past Experience	Sam Mulberry has emerged as one of the most prolific mural artists in the East Bay, painting over 100 murals since 2010. During that time, he has consistently broken new ground in aerosol traditions through innovative applications of media and collaborating with a diverse set of visual artists. Additionally, Sam’s mural work has led it to become a “pavement to policy” influence in helping to develop new policies around blight mitigation and abatement strategies, and promote holistic community development centered around public murals, in partnership with community organizations, schools, businesses, and municipalities.
3	Materials and processes to be used	Latex with brush and spray highlights
4	Photos of site	<p data-bbox="651 884 1008 915">Before (see graffiti at top)</p>  <p data-bbox="651 1478 1062 1509">Before (see graffiti at bottom)</p> 

White Building Mural  
327 15<sup>th</sup> Street, Oakland, CA 94612  
PAAC Checklist

		After (Actual painting)	
5	Color rendering of mural design and/or 3-dimensional model(s)	See #4 – Photos of site	
6	Mock-up of artwork at site	See #4 – Photos of site	
7	Timeline	March 2015 – April 2015	
8	Written Permission from property owner	Project is sponsored by property owners, Vida and Saied Karamooz	
9	Artist Wavier	Addressed in the attached contract between artist and property owners.	
10	Demonstrated Community Support/notification	Many positive responses from community. And approved by Betty Marvin (note attached below).	
11	Budget	\$8,830	
12	Maintenance Plan	Painting is subject to little fading as it faces northeast. Property owners have committed to commissioning repairs in cases of vandalism.	



### **1. Description of the work:**

The Community Rejuvenation Project ("The Artist") will create a 20' x 40' mural at 327 15th Street for the White Building ("The Client"), located at 327 15th Street. The artwork to be created by the artist shall be determined through a commissioned design process.

### **2. Obligations of the artist and client:**

- a) Artist shall purchase materials necessary for the creation of the artwork.
- c) Artist shall create the artwork, or in certain circumstances oversee the work of a hired sub-contractor/assistant.
- d) Client shall hire and compensate any additional labor services necessary for preparation of the wall.
- h) Any changes artist deems necessary to enhance the composition or color in the artwork, will be deemed for the good of the painting and at no additional charge to the client.

### **3. Start and completion dates:**

Artist will be available to start mural within two (2) weeks of receipt of deposit (see fees and schedule below).

### **4. Additional artwork compensation:**

Any additional artwork done by the artist shall be negotiated and compensated separately from this agreement.

### **5. Fees and schedule of payment:**

Payment Terms:

Non-Refundable Design/Sketch Fee: \$500.00 – Includes up to 2 sets of changes by client (Additional sketches charged at \$100/sketch)

Mural Fee: \$8,330 - includes: Travel within the San Francisco Bay Area up to 25 miles from zip code 94605, all materials, rental equipment, assistant fees and work to completion.

Pricing does not include: Travel outside of the San Francisco Bay Area or Wall Preparation.

\*Additional work due to adverse conditions on surface that requires extraneous labor will be charged extra, by the hour, at a rate of \$150.00 / hour, and sometimes cannot be determined until after the job has begun.

**PAYMENT TERMS:** Design fee of \$500 due prior to sketch process. For mural design, this is required prior to the first meeting of the stakeholders. All stakeholders necessary to make decisions must be present at all meetings. CRP will not participate in any meetings without the capacity to make final decisions. A \$100 cancellation fee will be applied in the event that the necessary stakeholders are not present, or the meeting is cancelled less than 24 hrs prior to the scheduled time. Changes to the meeting schedule made less than 24 hrs prior to the original meeting will result in additional charges to be determined by CRP.

A 50% non-refundable deposit is due two weeks prior to start date of painting (this allows ordering of supplies and scheduling.) Full balance is due on the final day of completion. Any payment made more than 24 hrs after completion of the project shall be subject to late fees ranging from \$50 to \$500 bi-weekly until full payment has been made. The amount of each late fee is set at CRP's sole discretion. In addition, all payments made two weeks or more after invoicing must be made in the form of cashier's check or money order. CRP charges a \$100 penalty for returned payments.

Notwithstanding the assignment of any advertising/promotion rights to the client, the artist shall retain all copyrights of the artwork. The artist shall be entitled to reasonable advance notice of any publicity or photographic reproduction of the work. As well as, be entitled to customary and appropriate identification as the creator of the work.

Payments shall be made in the form of check or money order to:

Community Rejuvenation Project  
2721 60th Avenue,  
Oakland CA 94605

**7. Maintenance of the Work:**

Client shall notify the artist promptly in the event of the need for any maintenance or restoration services so that the artist may have a reasonable opportunity to perform such work themselves or to supervise or consult in its performance. Artist shall be reasonably compensated by the client for future maintenance and/or restoration services rendered. In absence of any need for restoration or maintenance, the work shall remain free of alteration by the client, who shall take reasonable precautions to protect it against damage or destruction by external forces. (In the event of possible alteration or destruction of the work due to proposed renovation or demolition of a structure to which the artwork is affixed, the artist shall be entitled to notification, by the client, affording the artist a reasonable opportunity to reclaim the artwork be removing it whole, at her own expense).

**8. Warranty:**

The artist warrants that the completed artwork will be fit and suitable for use and exploitation in the manner (and to the extent/and for the duration) for which it is to be created, but this warranty is conditioned upon the client's compliance with the provisions hereof relating to the installation, maintenance and exploitation.

**9. Title of Ownership:**

Title of ownership in the artwork shall pass from the artist to the client upon the completion of the artwork.

**10. Death and disability:**

In the event of an incapacitation, illness, or injury of the artist and a delay arising there from in the execution of the work, the artist shall notify the client of such delay. In the event of the artist death, her estate shall retain any payments made therein.

**11. Other delay:**

If the execution of the work is delayed by an act or neglect of the client, by labor disputes, fire, unusual transportation delays, or by other external forces or natural calamities outside the artist's control, the artist shall be entitled to extend the completion date via verbal or written notification to the client, by the time equivalent to the period of such delay.

**12. Arbitration:**

Any dispute hereunder between the parties (not involving money claims by either party in excess of \$1,000.00) shall be resolved by resort to arbitration (in accordance with the standards and procedures of the American Arbitration Association).

The laws of the state of California shall govern construction of this agreement.

Sam Mulberry, Community Rejuvenation Project

Artist

Title: Executive Director Date: 18-2-15

Saied Karamooz, The White Building

Client

Title: Client

Date: 18-Feb-2015

# CITY OF OAKLAND



DALZIEL BUILDING • 250 FRANK H. OGAWA PLAZA • SUITE 3315 • OAKLAND, CALIFORNIA 94612

Planning and Building Department  
Bureau of Planning  
Landmarks Preservation Advisory Board

(510) 238-3941  
FAX (510) 238-6538  
TDD (510) 238-3254

May 8, 2015

TO: Vice Mayor Kaplan and Graffiti Abatement Program

RE: Mural on the White Building

The White Building, 327-49 15th Street/1464-66 Webster Street, is Oakland City Landmark #101, listed in 1985. Designed by Oakland architect Clay Burrell in 1924, it is an outstanding example of a Chicago style commercial building. Its State Historic Resources Inventory documentation praises “the fluidity and lightness of its design,” “the alternating bands of glass and solid wall surfaces which undulate over the bay windows,” and “the effective integration of historicist motifs into an unusually modernist building of its period.”

As a corner building, the White Building also has two blank off-street sides. Because it is a landmark, I have been asked for an opinion on Graffiti Abatement funding for the poppy mural on the end wall facing the 15th Street parking lot. This is a wall that historically would have either butted up against another building or, if exposed, had the name of the building or some other signage painted on it. A mural seems entirely appropriate. The Karamoozes’ poppy mural neither directly relates to the building facade nor competes with it, it adds a lively splash of color to the block, it honors California nature, it contributes to the diverse collection of mural art along 15th Street, and hopefully it will be respected by the graffiti artists of the town.

Thank you for the opportunity to comment. Please contact me if you have questions or need additional information, at (510) 238-6879 or [bmarvin@oaklandnet.com](mailto:bmarvin@oaklandnet.com).

Sincerely,

Betty Marvin, Historic Preservation Planner

