

RESOLUTION NO. 1-2012

Adopted January 17, 2012

AUTHORIZING A SECOND AMENDMENT TO THE PERSONAL SERVICES CONTRACT WITH HELENE FRIED & ASSOCIATES, A SOLE PROPRIETORSHIP, TO EXTEND THE CONTRACT TERM BY ONE YEAR, EXPAND THE SCOPE OF SERVICES PROVIDED UNDER THE CONTRACT, AND INCREASE THE CONTRACT AMOUNT BY AN AMOUNT NOT TO EXCEED \$99,500, FOR A TOTAL AGGREGATE CONTRACT AMOUNT NOT TO EXCEED \$399,500, TO PROVIDE CONSULTING AND SUPPORT SERVICES FOR FABRICATION, INSTALLATION AND MAINTENANCE OF PUBLIC ART FOR HUNTERS POINT SHIPYARD, PARCEL A; HUNTERS POINT SHIPYARD REDEVELOPMENT PROJECT AREA

BASIS FOR RESOLUTION

1. On May 19, 2009, the Agency Commission authorized a Personal Services Contract ("Contract") with a consultant team led by Helene Fried & Associates (collectively "HFA") to work with the Redevelopment Agency of the City and County of San Francisco ("Agency") to facilitate the selection, commissioning and installation of public art for Parcel A ("Shipyard Public Art") as part of the Hunters Point Shipyard ("Shipyard") Cultural Historic Recognition Program ("CHRP").
2. In June 2010, the Agency and HFA entered into an amendment to the Contract ("First Amendment") to include (i) a contract term extension from August 2010 to September 2012, (ii) an enhanced contract scope, and (iii) a budget increase of \$70,000 for a total aggregate Contract amount not to exceed \$300,000.
3. Due to additional construction delays of Parcel A parks and additional unexpected occurrences, including unanticipated need for additional resources caused by the need to re-design some art pieces, the need for additional review of art design by a conservation and maintenance expert and additional expenses for the Shipyard Public Art Youth Program, the parties thus desire to extend the Contract until September 2013, adjust the scope of the Contract, and increase the Contract budget by \$99,500 for a total aggregate Contract amount not to exceed \$399,500.
4. The CHRP is one of eleven (11) community benefit programs included in the Community Benefits Agreement of the Shipyard Phase 1 Disposition and Development Agreement. The CHRP is a critical component in the Agency's strategy to restore the Shipyard's role in supporting the economic vitality of the Bayview Hunters Point community. In addition to improving the quality of life for the residents who live there, the program will ensure that the future Shipyard is not disconnected from the historic and cultural elements of its past. The CHRP will also underscore the level of public investment in the area, making it a more attractive location to own a home or locate a business.

5. The CHRP will create an art program that identifies opportunities for recognizing cultural components of the Shipyard and surrounding community in the development of the Shipyard, integrates cultural features and facilities throughout the Shipyard, and provides opportunities for local artists to participate in creating public art for the Shipyard.
6. HFA's services as well as the art to be installed at the Shipyard are funded with grant monies from the U.S. Department of Commerce, Economic Development Administration ("EDA"). The goal of the EDA grant is to generate jobs, help retain existing jobs, and stimulate industrial and commercial growth in economically distressed areas of the United States.
7. EDA Grant #5, the funding source for Shipyard Public Art was set to expire in August 2012. Due to the continued delay in the construction of Parcel A Parks, Agency staff has requested a time extension which allow funds to be used until August 2013. This change allows for the public art to be installed when parks are constructed and removes the need for temporary storage.
8. In addition to the Contract term extension, the amended Contract has scope and budgetary changes including the following:

Task 1: Management and Artist Support during Fabrication Phase: The Contractor will provide ongoing technical support and oversight during the fabrication of artworks. This will include responding to artist questions and concerns as well as ensuring that fabrication of artworks is progressing as scheduled. A final review of completed art pieces prior to transportation to Shipyard may be required for all or some artworks.

Task 2: Transfer of Ownership and Insurance Recommendations: Artists are responsible for transporting the artwork to a to-be-determined site at the Shipyard. Contractor will be present at hand-off. After a thorough on-site review of the artwork by Contractor, ownership will be transferred to the Agency or its successor entity. In anticipation of the transfer of ownership, the Contractor will provide advice regarding best practices for the transfer of ownership and adequate insurance of publicly accessible pieces of artwork and recommend appropriate approaches.

Task 3: Preparation for Installation of Artwork: Installation of artwork will be procured by an invitation to bid which complies with federal and local procurement guidelines. The Contractor will work with staff and artists to prepare for the installation of the art pieces, including assisting with obtaining any necessary permits for installation, identifying potential contractors for installation, developing a schedule and check-list for the installation of all art pieces, and assisting with the selection of the installation contractor.

Task 4: Technical Support during Installation: The Contractor will work with staff, artists and installation contractor to facilitate the installation of the art pieces. Contractor will coordinate with artists and troubleshoot when necessary.

Task 5: Maintenance and Conservation Manual: The art will be publicly owned and, as such, the Contractor will be required to develop a maintenance plan and budget for the installed art pieces and ensure that an acceptable maintenance schedule is established and that all parties with designated responsibilities are aware and agree to the terms and conditions of the plan. The maintenance budget will have a separate source of funds.

Task 6: Artwork Plaques and Signage: Artwork requires acknowledgement and information signage that includes details about the artwork and artist and identifies artwork as part of the Agency's collection or the collection of the Agency's successor entity. In collaboration with staff, Contractor will work with a sub-contractor to design, fabricate and place ADA compliant artwork plaques on site that will allow disabled individuals to experience the artwork.

Task 7: Project Documentation, Marketing and PR: Project accomplishments are to be documented in written and in photographic form by Contractor, staff and artists and compiled into attractive marketing material, such as a Shipyard Public Art website (to be hosted on the Agency website or any website maintained by an Agency successor entity), brochures or pamphlets for Marketing and PR purposes and material for the main branch of the public library. Wherever required, published material shall follow the guidelines of the Americans with Disabilities Act ("ADA"). Photographic material includes pictures of the fabrication process (to be provided by artists) and photographic documentation of the final installed artwork (to be provided by HFA).

Task 8: Celebration: The Contractor will plan a community celebration in summer/fall 2013 to commemorate the successful completion of Shipyard Public Art. A broad range of stakeholders will be invited to an outdoor reception to enjoy the newly constructed parks and the public art. The Contractor will assist with the planning and the public relations for the event.

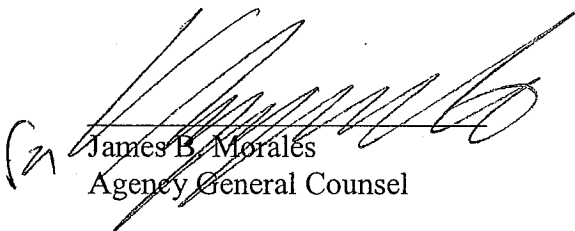
9. At the time of this Contract amendment, the Contract has a remaining balance of approximately \$10,000. This amount will be included in the updated budget under this Second Amendment. The total new budget to complete the remaining tasks requires a budget increase of \$99,500 for a new total aggregate Contract amount not to exceed \$399,500.
10. The Contract with HFA is for services that the Agency does not have the in-house expertise to perform. These services are thus necessary to allow the Agency to fulfill enforceable obligations to perform certain tasks related to the developing and implementing a public art program as required by the EDA grant which funds this project. As a result, entry into this Contract with HFA does not violate the restrictions on contracting set forth in AB 1X 26, California Health and Safety Code Section 34167(d).
11. The Second Amendment to the HFA Contract ("Second Amendment") would allow for an increase of the Contract budget and duration, and administrative changes to the scope of work under the Contract as described above, but would not change the public work that would be installed on Parcel A of the Shipyard. Agency

authorization of the Second Amendment is an Agency administrative activity that is not a "Project", as defined by the California Environmental Quality Act ("CEQA") Guidelines Section 15378(b)(5). The Second Amendment will not independently result in a physical change in the environment and is not subject to environmental review under CEQA.

RESOLUTION

ACCORDINGLY, IT IS RESOLVED by the Redevelopment Agency of the City and County of San Francisco that the Executive Director is authorized to enter into a Second Amendment to the Personal Services Contract with Helene Fried & Associates, a sole proprietorship, substantially in the form lodged with the Agency General Counsel, which Contract shall extend the Contract term by one year, expand the scope of services provided under the Contract, and increase the maximum amount of compensation under the Contract by \$99,500, for a total aggregate Contract amount not to exceed \$399,500, to provide consulting and support services for fabrication, installation and maintenance of public art for Hunters Point Shipyard, Parcel A.

APPROVED AS TO FORM:


James B. Morales
Agency General Counsel