

RESOLUTION NO. 54-2010

Adopted May 18, 2010

AUTHORIZING THE EXECUTIVE DIRECTOR TO ENTER INTO PERSONAL SERVICES CONTRACTS FOR THE DESIGN AND FABRICATION OF ARTWORKS AND RELATED SERVICES WITH NINE ARTISTS, AS FOLLOWS:

- 1) **JERRY BARRISH IN AN AMOUNT UP TO \$125,000 FOR A SCULPTURE;**
- 2) **JESSICA BODNER IN AN AMOUNT UP TO \$71,794 FOR A SCULPTURE;**
- 3) **MARION COLEMAN IN AN AMOUNT UP TO \$33,850 FOR COLLAGES ON PORCELAIN ENAMEL PANELS;**
- 4) **MATTHEW GELLER IN AN AMOUNT UP TO \$121,000 FOR A CIRCULAR BENCH;**
- 5) **HEIDI HARDIN IN AN AMOUNT UP TO \$33,800 FOR CUSTOM TILES;**
- 6) **MILDRED HOWARD IN AN AMOUNT UP TO \$379,000 FOR STRUCTURES ENHANCING PERSPECTIVES WITHIN THE HPS LANDSCAPE;**
- 7) **REBARGROUP INC. IN AN AMOUNT UP TO \$64,500 FOR A CLIMBING STRUCTURE;**
- 8) **ERIC POWELL IN AN AMOUNT UP TO \$89,000 FOR A CUSTOM-DESIGNED METAL FENCE; AND**
- 9) **JASON WEBSTER IN AN AMOUNT UP TO \$30,800 FOR A METAL FIGURE; AND**

AUTHORIZING THE EXECUTIVE DIRECTOR TO AMEND ANY OF SAID CONTRACTS, IN HIS DISCRETION, IN ORDER TO ALLOCATE ANY SAVINGS IN THE FABRICATION AND/OR INSTALLATION OF THE ARTWORK TO ARTIST(S) WHO MAY INCUR COST OVERRUNS; HUNTERS POINT SHIPYARD REDEVELOPMENT PROJECT AREA

BASIS FOR RESOLUTION

1. The Hunters Point Shipyard's ("Shipyard" or "HPS") Cultural Historic Recognition Program ("CHRP") is a component of the Community Benefits Agreement of the Shipyard's Phase 1 Disposition and Development Agreement. The goals of the public art component of CHRP ("HPS Public Art") are to identify opportunities for recognizing cultural components of the Shipyard, to integrate cultural features and facilities throughout the Shipyard, and to provide opportunities for local artists to participate in creating public art for the Shipyard.

2. In May 2009, the Redevelopment Agency of the City and County of San Francisco (“Agency”) hired Helene Fried, a public art consultant, as the coordinator for CHRP. Helene Fried and her team are tasked to facilitate the selection, commissioning and installation of public art for the Shipyard.
3. The Agency followed a solicitation and selection process that is modeled after the San Francisco Arts Commission’s approach.
4. The selection jury of nine individuals (consisting of three art professionals, a representative of the Hunters Point Shipyard Citizens Advisory Committee, a community member, a member of the Agency Commission and a staff representative from the Agency, the San Francisco Arts Commission, and the developer) had thirty-one (31) proposals to choose from and recommended nine artists for HPS Public Art commissions ranging from \$35,000 to \$400,000.
5. The jury chose to offer commissions to the following nine artists (“Artists”):
 - i) Jerry Barrish for design and fabrication of a sculpture of a musician playing a red trombone entitled “*Bayview Horn*” for an amount of up to \$125,000;
 - ii) Jessica Bodner for a metal sculpture of tule canoes entitled “*Halay Konon*” for an amount of up to \$71,794;
 - iii) Marion Coleman for a depiction of four narrative stories relevant to Bayview Hunters Point on porcelain enamel panels, collectively entitled “*Visions from the Past/Visions of the Future*” for an amount of up to \$33,850;
 - iv) Matthew Geller for design and fabrication of a circular bench, entitled “*Nautical Swing*” for an amount of up to \$135,000;
 - v) Heidi Hardin to work with teens to design and fabricate originally designed tiles depicting historic shipyard and environmental themes, entitled “*Stream of Consciousness*” for an amount of up to \$33,800;
 - vi) Mildred Howard & Walter Hood for design and fabrication of an enlarged antique Rococo frame and a three dimensional structure to frame views and perspectives within the HPS area for an amount of up to \$379,000. This Artwork is entitled “*Frame-Refrain.*”;
 - vii) Rebargroup Inc. for design and fabrication of a climbing structure resembling a gantry crane located on Parcel D, entitled “*Gigantry*” for an amount of up to \$64,500;
 - viii) Eric Powell, for design and fabrication of an artistic, custom-designed, metal fence sited on the pedestrian hilltop overlook, entitled “*Flotilla*” for an amount of up to \$89,000; and
 - ix) Jason Webster for design and fabrication of a metal figure of a young African American Girl, entitled “*Butterfly Girl*” for an amount of up to \$30,800.

6. The artwork ("Artwork") is funded from a grant from the United States Department of Commerce, Economic Development Administration ("EDA") which must be spent no later than August 15, 2012.
7. The Artwork will be located in the parks on the hilltop of Parcel A which are slated to be constructed by summer 2012. Should any delays in construction jeopardize meeting the EDA deadline, the Artwork will be temporarily installed on an Agency parcel that will also accommodate Lennar's "Welcome Center" (used for marketing Lennar's for-sale residences in Bayview Hunters Point). The Artwork will therefore be in a central location while construction and sale of the residential units is in progress. If any of the Artwork is installed on this alternative site, Lennar shall assume responsibility for installing the Artwork at its designated final location, once that location is ready for such installation.
8. In order not to violate applicable design/build limitations, the contracting for design, fabrication and installation of the Artwork will be carried out in two phases. Initially, each Artist will sign contracts for the design and fabrication of Artwork with the Agency. Then, subsequently, a separate lowest-bid procurement process will be conducted for the installation of the Artwork. The installation contractor or contractors who install the Artwork will be selected in compliance with EDA and Agency procurement procedures.
9. At the time of submission of proposals, the Artists were asked to include installation costs in their budgets. However, as installation will be solicited and procured separately, the installation line item has been removed from Artist Contracts ("Artist Contracts"). Each Artist Contract amount has been reduced by these estimated installation costs, and these installation-related funds, totaling \$75,250 for all nine Artist Contracts, will be designated to a separate pool of funds for installation of artwork. The Installation Funds will be supplemented by additional EDA monies, in case the installation bids come in higher than estimated. The new total amount of funds set aside for the Artwork, including installation and other related expenses is \$1.1 million dollars.
10. It is possible that both the costs of installation and some of the expected costs of fabrication will be less than budgeted for certain Artwork. If there is any money left over as a result of such savings, the Executive Director also asks for authorization to amend, in his sole discretion, the contract(s) of individual artist(s) who may have, instead, incurred unexpected excess costs as a result of increased materials costs. Such allocation would be done on a fair and equitable basis, depending on the amount of money left over in such fund and the number of Artists seeking such reimbursement.
11. Authorizing personal services contracts with the nine Artists will result in the fabrication of public art for expected eventual installation at Parcel A of the Shipyard. These activities are categorically exempt from the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines Section

15303(e). The activities would not directly cause any change in the physical environment.

12. Authorizing the Executive Director to amend one or more of the Artist Contracts to reallocate funds is an Agency administrative activity that would not have any direct physical effects on the environment, is not a "Project" as defined in CEQA Guidelines Section 15378(b)(5), and is not subject to environmental review.
13. Agency staff seeks Commission approval of the nine Artist Contracts listed in this Resolution, which the Commission may choose to approve or disapprove individually or as a group.

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:

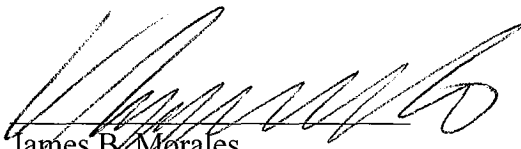
- 1) A personal services contract in an amount up to \$125,000 with Jerry Barrish for design and fabrication of a sculpture of a musician playing a trombone entitled "*Bayview Horn*";
- 2) A personal services contract in an amount up to \$71,794 with Jessica Bodner for a sculpture of canoes entitled "*Halay Konon*";
- 3) A personal services contract in an amount up to \$33,850 with Marion Coleman for a depiction of narrative stories relevant to Bayview Hunters Point on porcelain enamel panels collectively entitled "*Visions from the Past/Visions of the Future*";
- 4) A personal services contract in an amount up to \$121,000 with Matthew Geller for design and fabrication of a circular bench entitled "*Nautical Swing*";
- 5) A personal services contract in an amount up to \$33,800 with Heidi Hardin to work with teens to design and fabricate originally designed tiles depicting historic shipyard and environmental themes entitled "*Stream of Consciousness*";
- 6) A personal services contract in an amount up to \$379,000 with Mildred Howard & Walter Hood for design and fabrication of Artwork entitled

"Frame-Refrain" which will consist of an enlarged frame and a three dimensional structure to frame views and perspectives within the HPS;

- 7) A personal services contract in an amount up to \$64,500 with Rebargroup Inc. for design and fabrication of a climbing structure resembling a gantry crane located on Parcel D, entitled *"Gigantry"*;
- 8) A personal services contract in an amount up to \$89,000 with Eric Powell, for design and fabrication of an artistic, custom-designed, metal fence sited on the pedestrian overlook, entitled *"Flotilla"*; and
- 9) A personal services contract in an amount up to \$30,800 with Jason Webster for design and fabrication of a metal figure of a young girl, entitled *"Butterfly Girl."*

The Executive Director is also authorized to amend the contracts with one or more of the Artists to allocate any cost savings realized in fabrication and/or installation of any of the Artwork to an Artist or Artists who incur(s) unexpected cost overruns in fabricating the Artwork. The decision to amend any Artist Contract and the amount of cost savings allocated to any particular Artist by such amendment shall be in the discretion of the Executive Director.

APPROVED AS TO FORM:

for 
James B. Morales
Agency General Counsel