

RESOLUTION NO. 55-2010

Adopted May 18, 2010

AUTHORIZING A FIRST AMENDMENT TO THE PERSONAL SERVICES CONTRACT WITH HELENE FRIED & ASSOCIATES, A SOLE PROPRIETORSHIP, TO EXTEND THE CONTRACT TERM BY TWO YEARS, EXPAND THE SCOPE OF SERVICES PROVIDED UNDER THE CONTRACT, AND INCREASE THE CONTRACT AMOUNT BY AN AMOUNT NOT TO EXCEED \$70,000, FOR A TOTAL AGGREGATE CONTRACT AMOUNT NOT TO EXCEED \$300,000, TO PROVIDE CONSULTING AND SUPPORT SERVICES FOR SELECTION, 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 lead 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 (“HPS Public Art”) as part of the Hunters Point Shipyard (“Shipyard”) Cultural Historic Recognition Program (“CHRP”).
2. 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 (“BVHP”) 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.
3. 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.
4. 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.

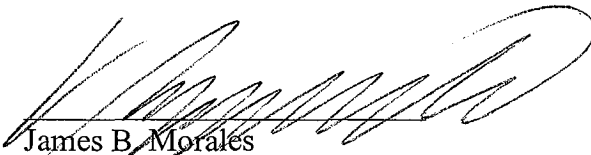
5. At the time of execution of the Contract with HFA, HPS Public Art was funded from EDA grant #3 which expires in August 2010. At the Commission Meeting in October 2009, Agency Commissioners requested staff to explore possibilities to extend the project deadline. Agency staff revisited all EDA grants and submitted a re-scope request to EDA. As a result, HPS Public Art is now funded with EDA grant #5 which expires in August 2012.
6. This change allows for the public art to be installed when parks are being constructed and removes the need for temporary storage.
7. In addition to the Contract term extension, the amended Contract has scope and budgetary changes including the following:
 - a) Sequential installation: Rather than coordinating all installations at the same time, HFA will be required to coordinate installation of public art pieces over a period of eighteen (18) months. Each artist will need to be individually supported at the time his/her piece is scheduled for installation, thus losing the synergies and time savings of same-time-installation.
 - b) Separate Installation Contract: The art contracting will be carried out in two phases. Initially, the artist will sign contracts for the design and fabrication of art. Then, subsequently, a separate lowest-bid procurement process will be conducted for the installation of the art piece. This additional procurement step will increase HFA's Contract scope.
 - c) Need for compliance with the Americans with Disabilities Act ("ADA"): After conversations with the City's ADA/Disability Access Coordinator, HFA's scope will be expanded to include implementation of support features for persons with disabilities such as acknowledgement and information plaques that meet ADA guidelines and other informational sources that will allow disabled individuals to experience the artwork.
 - d) Youth Program: The HPS Public Art Youth Program will enable BVHP youths with artistic inclinations to work with HPS Public Art commissioned artists and gain hands-on art experience. This program is organized in collaboration with California Lawyers for the Arts, a San Francisco based nonprofit organization, which has extensive experience working with BVHP youths and will take place on nine Saturdays over a period of six to nine months. HFA's Contract scope will be expanded to provide the program with support and program coordination.
 - e) Celebration: A community celebration in summer/fall 2012 will commemorate the successful completion of HPS Public Art. A broad range of stakeholders will be invited to an outdoor reception to enjoy the newly constructed parks and the public art. HFA's Contract will be expanded to provide support with the planning and the public relations for the event.

- f) Team adjustments: Furthermore, responding to the new project information and lessons learned from the first ten months into the project, HFA also will be re-allocating resources and adding new experts to the team, such as an architect who has extensive experience working with artists as well as art conservation and public relations professionals.
8. At the time of this Contract amendment, two invoices totaling \$144,171.31 have been submitted by HFA. The remaining Contract balance of \$85,828.69 will be increased by \$70,000 for a new remaining balance of \$155,828.69, for a total aggregate Contract amount not to exceed \$300,000.
9. The First Amendment to the HFA Contract (“First 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 First 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 First 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 First Amendment to the Personal Services Contract with Helene Fried & Associates, a sole proprietorship, to extend the Contract term by two years, expand the scope of services provided under the Contract, and increase the Contract amount by an amount not to exceed \$70,000, for a total aggregate Contract amount not to exceed \$300,000, to provide consulting and support services for selection, installation and maintenance of public art for Hunters Point Shipyard, Parcel A, substantially in the form lodged with the Agency General Counsel.

APPROVED AS TO FORM:

for 
James B. Morales
Agency General Counsel