

OFFICE OF THE CLERK

2007 FEB 11 11:42

OAKLAND CITY COUNCIL

RESOLUTION No. 81261 C.M.S.

Introduced by Councilmember _____

RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO NEGOTIATE AND EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH JOS SANCES AND DANIEL GALVEZ FOR PUBLIC ART DESIGN, FABRICATION AND INSTALLATION SERVICES FOR THE EAST OAKLAND SPORTS CENTER IN AN AMOUNT NOT TO EXCEED \$140,000 IN MEASURE DD PUBLIC ART FUNDS.

WHEREAS, Measure DD, the Oakland Trust for Clean Water and Safe Parks Fund, includes funding for the construction of the new East Oakland Sports Center; and

WHEREAS, professional artistic design services are needed to develop a public art component for the project; and

WHEREAS, an extensive outreach effort to solicit qualified artist candidates resulted in 76 eligible applications to the project; and

WHEREAS, in February 1989, the City of Oakland adopted a Public Art Ordinance (No. 11086 C.M.S.) authorizing the allocation of 1.5% of City capital improvement project costs for the commissioning of public artwork; and

WHEREAS, it is the intent of the Public Art Ordinance to provide a means for the City to commission artists to create artwork, which enlivens, enhances, and enriches the visual environment of the City of Oakland; and

WHEREAS, on October 26, 2007 and December 14, 2007, a nine-member selection panel consisting of community members, artists, arts professionals and project representatives met to select and approve an artist or artist team to create a public art project for the East Oakland Sports Center, and unanimously recommended the artist team of Jos Sances and Daniel Galvez; and

WHEREAS, on January 7, 2008, the Public Art Advisory Committee voted to accept the recommendation of the selection panel and approve the commission of the team of Jos Sances and Daniel Galvez for the East Oakland Sports Center Public Art Project, and on January 28, 2008, the recommendation was presented to the Cultural Affairs Commission as an informational item; and

WHEREAS, the City of Oakland finds that this contract is professional in nature and will not result in a loss of employment or salary by any person having permanent status in the competitive service; and

WHEREAS, funding for the artwork project in the amount of \$20,000 is available within the Measure DD Series A Bond Fund (5320), Capital Projects Management Organization (92110), Miscellaneous Contractual Services Account (54919), Youth and Public Recreation Project (C244721), Engineering, Planning and Design Program (IN06); now therefore be it

RESOLVED, that the City Council hereby authorizes the City Administrator to negotiate and execute a professional services agreement with Jos Sances and Daniel Galvez in an amount not to exceed one hundred forty thousand dollars (\$140,000) from Measure DD bond funding; and be it

RESOLVED, that \$20,000 will be allocated from Measure DD Series A Bond public art funds available in Measure DD Capital Improvement Fund (5320), Capital Projects Management Organization (92110), Youth and Public Recreation Project (C244721) and \$120,000 will be allocated from Measure DD Series B Bond funds to be issued in 2009; and be it

FURTHER RESOLVED, in the event the issuance of the Measure DD Series B Bond Fund is delayed and not in time for the payment of the remainder of the contract, funding will be advanced from existing Measure DD Series A project funds that have not been spent or from the projects that are on hold, and will be recovered from the Series B Bond when the funds do become available; and be it

FURTHER RESOLVED, that the City Administrator is hereby authorized to execute any amendments or modifications of said contract within the limitations of the project specifications; and be it

FURTHER RESOLVED, that the agreement will be reviewed and approved by the City Attorney and placed on file in the Office of the City Clerk.

IN COUNCIL, OAKLAND, CALIFORNIA, MAY 6 2008 , 20


PASSED BY THE FOLLOWING VOTE:

AYES - BROOKS, BRUNNER, CHANG, KERNIGHAN, NADEL, QUAN, REID, and PRESIDENT DE LA FUENTE - 8

NOES - 0

ABSENT - 0

ABSTENTION - 0

ATTEST: 
LaTonda Simmons
City Clerk and Clerk of the Council
of the City of Oakland, California

Schedule A

SCOPE OF WORK/OUTLINE OF SERVICES TO BE PERFORMED

I. PROJECT DESCRIPTION, LOCATION OF ARTWORK & TASKS

Description:

Contractor (Jos Sances) in collaboration with Daniel Galvez shall finalize artwork design concepts for the East Oakland Sports Center Public Art Project. Contractor shall also fabricate and install unique public art elements as are approved by the Public Art Project Manager. Final artwork designs will be reviewed by City staff, the Public Art Advisory Committee, and other project stakeholders before approval is made in writing by the Public Art Project Manager.

Location:

The Artwork will be located within the project area at or in the East Oakland Sports Center, to be located at 9175 Edes Avenue, in East Oakland.

Task 1: Off-Site Elements –Contractor shall:

- Meet on an as-needed basis with the design team, community representatives and City staff to finalize integrative artwork designs and budget for the project.
- Develop scale drawings of proposed artwork and obtain engineering review, if required.
- Meet with community groups and project stakeholders as determined by artists and Public Art Project Manager.
- Purchase materials for all proposed artwork components.
- Fabricate or cause to be fabricated all artwork elements not integrated in the general contractor's scope of work.
- Prepare all materials with protective and anti-graffiti coatings as needed.

Task 2: On-Site Elements –Contractor shall:

- Coordinate final artwork delivery and installation schedule with Public Art and Public Works Agency staff prior to transportation.
- Transport artwork elements to site.
- Prepare the site for installation.
- Oversee installation of all artwork elements.
- Inspect artworks for any damage occurring during transport and installation and repair or touch up as needed.
- Document all artworks as specified below.

Task 3: Supplemental Materials

To be delivered to Public Art Project Manager Prior to Final Payment:

- A manual for the City’s public art collection management program that includes materials specifications and describes routine maintenance needs, recommendations for care of the artwork elements, and other considerations for upkeep of the project.
- A series of high-resolution digital photographic images of the completed public art project in situ, including a minimum of two different images per specific element and two views of the overall project.
- A brief (one to two pages) narrative description of the public art project, including the Contractor’s themes and concepts and other information that will enhance public enjoyment and understanding of the project and the artist’s work, and for possible incorporation into explanatory signage to be installed at the site.

II. SCHEDULE OF PERFORMANCE

Contractor shall perform work according to the following schedule. Contractor shall not commence Contractor’s Services until this Agreement is fully executed and City issues a notice to commence work.

	<i>Date</i>
Final Design Development:	May 1, 2008 – November 1, 2008
Fabrication of Off-Site Elements:	January 2009 – December 2009
Completion of Installation:	March 1, 2010
Final Contract Completion:	April 30, 2010

The parties agree that the schedule of performance set forth above may, by mutual agreement, be modified in writing without the necessity of a formal amendment to this Agreement.

The schedule for payment will occur in accordance with the milestones set forth below. In the event that City accepts the Artwork, one or more payments set forth in **the Schedule of Payment** may occur following the completion date for the Artwork as set forth above or as may be modified in writing by the parties.

III. COMPENSATION

1. Fee. Contractor’s fee for design, fabrication and installation of Artwork, including all expenses relating thereto, shall not exceed the sum of one hundred forty thousand dollars (**\$140,000**). This fee includes but is not limited to the following costs: Labor of assistants; materials, communication and other indirect costs; travel expenses of the Contractor for site visits and supervision of work; and fabrication, installation, and transportation costs.

2. Interim Payments. City agrees to pay Contractor in installments as set forth in the schedule below and in accordance with the terms of Section 23 of this Agreement.

3. Payment Schedule.

First payment, upon execution of this Agreement, for continuing design development (10%):	\$14,000
2 nd payment, at completion of construction documents and final designs (5%):	\$7,000
3 rd payment, at commencement of fabrication phase, upon evidence of purchase or commitment to purchase materials (45%):	\$63,000
4 th payment, at completion of fabrication phase, following progress review and approval by Public Art Project Manager (30%):	\$42,000
5 th payment, upon City's issuance of the Notice of Acceptance, plus thirty (30) days (10%):	\$14,000

4. Reimbursables. City will not make any additional payment for Contractor's expenses.

5. Notwithstanding the foregoing, Contractor expressly acknowledges that approval of work to permit an interim payment is solely for the benefit of Contractor. Unless and until the City issues a Notice of Acceptance for the Artwork, no interim approval shall constitute acceptance or approval of the Artwork by City nor shall it be construed as a waiver of City's right to require that the Artwork conform strictly to the Final Proposal and to the Plans.

6. Pursuant to California Revenue and Taxation Code Section 6365, the Artwork is exempt from sales taxes imposed under the California Revenue and Taxation Code.