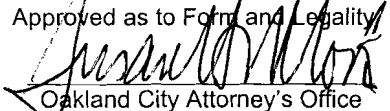


OFFICE OF THE CITY CLERK
2007 AUG 10 10:40

Approved as to Form and Legality

Oakland City Attorney's Office

OAKLAND CITY COUNCIL

Resolution No. 81260 C.M.S.

Introduced by Councilmember _____

RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO NEGOTIATE AND EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH RUSSELL ALBANS DBA EESUU ORUNDIDE FOR PUBLIC ART DESIGN, FABRICATION AND INSTALLATION SERVICES FOR RAIMONDI PARK AND SPORTS FIELDS IN AN AMOUNT NOT TO EXCEED FORTY-FIVE THOUSAND DOLLARS (\$45,000).

WHEREAS, the City of Oakland Raimondi Park Phase I project will include renovations and improvements to the sports fields and community open spaces in Raimondi Park in West Oakland; 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 responses from nine Oakland artists; and

WHEREAS, in February 1989, the City of Oakland adopted a Public Art Ordinance (no. 11086 C.M.S.) and an Oakland Redevelopment Agency Resolution (No. 89-8 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 and the Oakland Redevelopment Agency Resolution to provide a means for the City to commission artists to create artwork that enlivens, enhances, and enriches the visual environment of the City of Oakland; and

WHEREAS, on April 24, 2007 and July 10, 2007, a ten-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 Raimondi Park Project, and unanimously recommended artist Russell Albans dba Eesuu Orundide; and

WHEREAS, on August 6, 2007, the Public Art Advisory Committee voted to accept the recommendation of the selection panel and approve the commission of artist Russell Albans dba Eesuu Orundide for the Raimondi Park Public Art Project, and on August 27, 2007, 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 total artwork project budget of \$45,000 is available through a combination of City of Oakland and Oakland Redevelopment Agency percent for art funds: now, therefore, be it

RESOLVED, that the City Council hereby authorizes the City Administrator to negotiate and execute a professional services agreement with Russell Albans dba Eesuu Orundide in an amount not to exceed forty-five thousand dollars (\$45,000) from Oakland Public Art Program and Oakland Redevelopment Agency funding; and be it

FURTHER RESOLOVED, that \$32,500 will be allocated from the Municipal Improvement Capital Fund (5505), Public Art Organization (62511), Raimondi Park Public Art Project (C245530); and \$12,500 will be allocated from the Oakland Redevelopment Agency Projects Fund (7780), Capital Projects – Project Management Organization (92270), Raimondi Park Phase I Project (P233620); 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, 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 , 2008

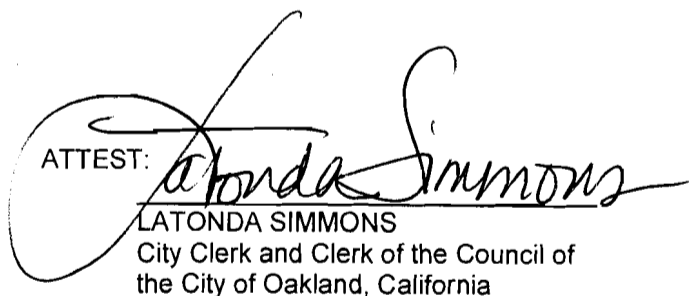
PASSED BY THE FOLLOWING VOTE:

AYES - BRUNNER, KERNIGHAN, NADEL, QUAN, BROOKS, REID, CHANG, 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

SCOPE OF WORK/OUTLINE OF SERVICES TO BE PERFORMED

I. PROJECT DESCRIPTION, LOCATION OF ARTWORK & TASKS

Description:

Contractor shall finalize artwork design concepts for the Raimondi Park 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 Raimondi Sports Park, located between Campbell and Wood Streets, between 18th and 20th Streets, in West 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 directed by 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 which 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 15 – June 5, 2008
Fabrication of Off-Site Elements:	June 6 – October 15, 2008
Completion of Installation:	October 30, 2008
Final Contract Completion:	December 30, 2008

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 forty-five thousand dollars (**\$45,000**). 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%):	\$4,500
2 nd payment, at commencement of fabrication phase, upon evidence of purchase or commitment to purchase materials (50%):	\$22,500
3 rd payment, at completion of fabrication phase, following progress review and approval by Public Art Project Manager (30%):	\$13,500
4 th payment, upon City's issuance of the Notice of Acceptance, plus thirty (30) days (10%):	\$4,500

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.