

**AGENDA ITEM 9**  
**Treasure Island Development Authority**  
**City and County of San Francisco**  
**Meeting of March 9, 2022**

**Subject:** Resolution Authorizing the Treasure Island Director to Consent to a First Amendment to the Professional Services Agreement between the San Francisco Arts Commission and Artist Hiroshi Sugimoto

**Contact:** Robert Beck, Treasure Island Director

**SUMMARY**

On January 14, 2015, the Authority Board of Directors approved a Memorandum of Agreement for the Development and Management of a Public Art Program (the "MOA") with the San Francisco Arts Commission ("SFAC"). The MOA established a five-member Treasure Island Arts Steering Committee ("TIASC") with two representatives appointed by the Treasure Island Development Authority ("TIDA"), two by SFAC, and one by Treasure Island Community Development ("TICD") to guide the implementation of the Treasure Island Public Art Program (the "Art Program").

In collaboration with the TIDA staff and the development team, the SFAC developed the guiding principles for the Art Program, identified potential art installation locations and prepared and published the Treasure Island Arts Master Plan in Spring 2017.

The first solicitation under the Arts Program was open to candidates from around the world, and focused on three sites including the Building 1 Plaza and the Waterfront Plaza on Treasure Island, and Hilltop Park on Yerba Buena Island.

On June 13, 2018, the Authority Board of Directors approved the TIASC's recommendations and authorized the SFAC Director of Cultural Affairs to enter into an agreement with Door Four LLC (DBA Hiroshi Sugimoto; "Hiroshi Sugimoto") for design, fabrication, transportation and consultation during installation of an artwork in the Yerba Buena Hilltop Park in an amount not to exceed \$1,750,000. On November 1, 2018, the SFAC entered into a Professional Services Agreement with Hiroshi Sugimoto.

Development of the sculpture design has led to a greater understanding of the artwork design, fabrication, installation, and costs and to changes in materials and the project schedule. SFAC staff have presented the budget impacts of these changes to the TIASC who recommended an increase in the budget for the increased duration of the project and additional requirements of the refined design.

The First Amendment to the Professional Services Contract with Hiroshi Sugimoto includes revisions as follows:

1. Term of the contract: changes from 11/1/2019-12/31/2022 to 11/1/2019-12/31/2023.
2. Fees paid to artist: increases the fees paid to the artist for design, fabrication, expenses, delivery to the site, and supervision of installation from \$245,000 (design only contract) to \$1,787,498 (including design, fabrication, delivery, and installation supervision).
3. Project Team: changes the fabricator from AGB to STP, clarifies Tipping as the structural engineer, and adds Zeiger as the electrical engineer.
4. Additional language: clarifies roles and responsibilities among the project team, and adds a requirement for the artist to assemble the sculpture in Japan to ensure that all parts are able to be assembled prior to shipping to the project site.

## **BACKGROUND**

In 1993, Naval Station Treasure Island ("NSTI"), consisting of both Treasure Island and portions of Yerba Buena Island, was designated for closure and disposition by the Base Realignment and Closure Commission acting under Public Law 101-510 and its subsequent amendments. The Department of Defense subsequently designated the City and County of San Francisco ("City"), and later the Treasure Island Development Authority ("TIDA"), as the Local Reuse Authority ("LRA") responsible for the conversion of NSTI under the federal disposition process.

In 2011, the TIDA Board of Directors and later the Board of Supervisors made certain environmental findings under the California Environmental Quality Act ("CEQA") and approved a package of legislation in furtherance of the development project (the "Project"), including a Disposition and Development Agreement (the "DDA") with Treasure Island Community Development ("TICD").

The DDA requires vertical developers on Treasure Island and Yerba Buena Island to pay a 1% Art Fee for the development of the Art Program. These Art Fees are to be aggregated into a fund for the acquisition of public art to be placed within the public realm of Treasure Island and Yerba Buena Island. Based upon the projected cost of vertical development, the Art Fees are expected to total between \$35 and \$50 million. Art acquired under the Art Program are to be owned by TIDA.

At its meeting of January 14, 2015, the TIDA Board approved the MOA with the SFAC. Under the MOA, SFAC staff, working with TIDA staff, would assist TIDA to:

- i) Develop an Arts Master Plan providing a framework for the development and implementation of the Art Program;
- ii) Prioritize and implement art opportunities identified in the Arts Master Plan, including the qualification and selection of artists and specific artworks and;
- iii) Contract with artists and/or related art service providers for the fabrication and/or installation of artworks and implementation of art programs;
- iv) Develop conservation and maintenance plans for artworks procured under the Art Program; and

- v) If requested by TIDA, prepare a Cultural Facilities Development Plan.

The MOA called for TIDA and SFAC to establish the TIASC to assist in reviewing the development of the Arts Master Plan, administering the artist and artwork selection processes, and recommending selected artists and artwork to the TIDA Board for approval. The TIASC includes TIDA Board members Fei Tsen and Linda Richardson, Chris Meany of TICD, SFAC Commission President JD Beltran, and SFAC Director of Cultural Affairs Ralph Remington.

The MOA further provides for Artist Selection Panels to assist in the evaluation of proposals for individual art installations and make recommendations to the Arts Steering Committee and TIDA Board. Under the MOA, the TIDA Board retained final approval of the Arts Master Plan and all artists, artworks and art projects recommended by Selection Panels and the TIASC.

SFAC prepared and issued an initial Request for Qualifications on July 28, 2017, with responses to be submitted by October 20, 2017. Two publicly noticed pre-proposal artist orientation meetings were held, one on Treasure Island and one in San Francisco, and interested applicants were invited to tour the identified sites. This first solicitation under the Art Program was open to candidates from around the world, and sought proposals for three sites including the Hilltop Park on Yerba Buena Island.

On December 1, 2017, the Selection Panel convened to review the qualifications and responses to the RFQ, deliberated, and developed a shortlist of artists that were requested to prepare a site-specific proposal. The artist proposals were received on March 27, 2018 and reviewed by the Selection Panel.

On April 17, 2018, the Selection Panel convened to conduct interviews with each of the artists. After the interviews, reviewing public comments received on the proposals and a preliminary conservator's report, the Selection Panel deliberated and recommended finalists for each site, including artist Hiroshi Sugimoto for the Yerba Buena Hilltop Park.

The recommendations of the Selection Panel were presented to the Visual Arts Committee of the Arts Commission (the "VAC") for review and comment on May 16, 2018.

On June 7, 2018, the recommendations of the Selection Panel and VAC were endorsed by the TIASC, and the TIASC recommended entering into contract with Hiroshi Sugimoto based on the submitted proposal and recommended additional exploration of the proposals for the other two sites.

On June 13, 2018 the Authority Board of Directors approved the recommendations and authorized the SFAC Director of Cultural Affairs to enter into an agreement with Hiroshi Sugimoto for design, fabrication, transportation and consultation during installation of an artwork for the Yerba Buena Hilltop Park Public Art Project in an amount not to exceed \$1,750,000 pending approval from the Federal Aviation Authority.

On July 16, 2018, the Civil Service Commission approved Contract number 4010-13/14 for the Professional Services Agreement between the SFAC and Hiroshi Sugimoto, and on November 1, 2018, the SFAC entered into a Professional Services Agreement with Hiroshi Sugimoto.

Subsequent to the initial authorization and contract issuance, the FAA approved the location and height of the proposed sculpture.

### **DESIGN PROGRESS**

The initial Agreement was based upon the artist's conceptual design proposal. The process of producing detailed plans for the fabrication, installation, and conservation of the sculpture clarified the full complexity and cost of the project and yielded a number of recommended design refinements to modify the foundation design, upgrade materials for enhanced corrosion resistance, change from stone to reinforced fiberglass panels for the lower portion of the sculpture, and simplify the installation logistics, means and methods. These changes have had implications for the overall cost of producing the sculpture.

As provided under the MOA, the SFAC entered into the Agreement with the artist, but the TIDA Board retains authority over the artist selection and the budget for each installation with support and advice from the TIASC. Because of the budgetary implications of the proposed amendment, the SFAC has sought the "consent" of TIDA to the proposed First Amendment. TIDA is not, however, a direct party to the Agreement.

The proposed changes in the Professional Services Agreement address schedule changes, design refinements, adjustments to the project team, and further clarify the roles and responsibilities of the project team members. SFAC staff have presented the anticipated impacts to the project budget to the TIASC.

SFAC will be negotiating two other contracts for the coordination and installation of the artwork and will bring budget recommendations to the TIASC and the Authority Board of Directors for consideration and approval.

### **RECOMMENDATION**

Staff recommends the Authority authorize the Director to consent to the First Amendment to the Professional Services Agreement between the SFAC and Hiroshi Sugimoto.

### **EXHIBITS**

- A. Draft First Amendment to the Professional Services Contract between the SFAC and Door Four LLC (DBA Hiroshi Sugimoto)

Prepared by Liz Hirschhorn, Assistant Development Program Manager

**City and County of San Francisco  
Arts Commission  
401 Van Ness Avenue, Suite 325  
San Francisco, California 94102**

**First Amendment**

THIS AMENDMENT (this “Amendment”) is made as of **December 1, 2021**, in San Francisco, California, by and between **DOOR FOUR LLC (DBA HIROSHI SUGIMOTO), 508 WEST 26<sup>TH</sup> STREET, #11A, NEW YORK, NY 10001** (“Contractor”), and the City and County of San Francisco, a municipal corporation (“City”), acting by and through its Arts Commission.

**RECITALS**

WHEREAS, City and Contractor have entered into the Agreement (as defined below); and

WHEREAS, City and Contractor desire to modify the Agreement on the terms and conditions set forth herein to extend the performance, increase the contract, and update the scope of work in the appendices;

WHEREAS, approval for this Agreement was obtained when the Civil Service Commission approved Contract number **4010-13/14** on **JULY 16, 2018**; and

NOW, THEREFORE, Contractor and the City agree as follows:

**1. Definitions.** The following definitions shall apply to this Amendment:

**1a. Agreement.** The term “Agreement” shall mean the Agreement dated **November 1, 2019** between Contractor and City.

**1b. Contract Monitoring Division.** Effective July 28, 2012, with the exception of Sections 14B.9(D) and 14B.17(F), all of the duties and functions of the Human Rights Commission under Chapter 14B of the Administrative Code (LBE Ordinance) were transferred to the City Administrator, Contract Monitoring Division (“CMD”). Wherever “Human Rights Commission” or “HRC” appears in the Agreement in reference to Chapter 14B of the Administrative Code or its implementing Rules and Regulations, it shall be construed to mean “Contract Monitoring Division” or “CMD” respectively.

**1c. Other Terms.** Terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Agreement.

**2. Modifications to the Agreement.** The Agreement is hereby modified as follows:

**2a. Section 2.** Section 2. Term of the Agreement currently reads as follows:

The term of this Agreement shall be from **NOVEMBER 1, 2019** to **DECEMBER 31, 2022**, unless extended by subsequent contract modification pursuant to the contract modification requirements in this Agreement. Notwithstanding the above, this Agreement may be extended by mutual written agreement of the Parties for a period not to exceed two years beyond the initial term, provided that such extension does not create a contract with a total aggregate term of more than 9 years.

**Such section is hereby amended in its entirety to read as follows:**

The term of this Agreement shall be from **NOVEMBER 1, 2019** to **DECEMBER 31, 2023**, unless extended by subsequent contract modification pursuant to the contract modification requirements in this Agreement. Notwithstanding the above, this Agreement may be extended by mutual written agreement of the Parties for a period not to exceed two years beyond the initial term, provided that such extension does not create a contract with a total aggregate term of more than 9 years.

**2b. Section 5.** Section 5. Compensation of the Agreement currently reads as follows:

The Compensation set forth in this section is for Phase I only. Following the completion of Phase I, the parties will discuss the budget for Phase II and III, as discussed in this Agreement.

The total payment amount due to Artist under this Agreement for Phase I Artist's Fees and reimbursable expenses shall not exceed **TWO HUNDRED AND FORTY-FIVE THOUSAND DOLLARS (\$245,000)**. Out of this amount, Artist shall be responsible for paying all of Artist's costs and expenses associated with the Phase I Work, including the costs of suppliers, subcontractors, fees, taxes, permits, insurance, transportation to and from meetings, and all other expenses associated with the scope of the Work specified in this Agreements (hereinafter "Artist's Costs").

Phase I Fee: Artist's fee for design services during Phase I is **ONE HUNDRED AND FIFTY THOUSAND DOLLARS (\$150,000)**.

Phase I Reimbursables: In addition to Artist's Fee, as set forth immediately above, Artist shall be reimbursed up to **NINETY-FIVE THOUSAND DOLLARS (\$95,000)** for Approved Artist's Costs based on the submittal of original or true and correct receipts or invoices. The breakdown of Approved Costs associated with Phase I appears in Appendix C, attached hereto and incorporated by reference as though fully set forth herein. Artist shall be entitled to reimbursement only to the extent Artist has actually incurred such costs, and City shall retain all funds remaining or saved from the costs estimated in Appendix C and in the Budget described in this Agreement and as approved by the Arts Commission.

Compensation shall be made to Artist based upon Artist's successful completion, in the reasonable discretion of the Director of Cultural Affairs, of the milestones set forth in the Appendices to this Agreement. City shall use reasonable efforts to make payment to Artist within thirty (30) days of each of the milestones set forth in the Appendices.

No charges shall be incurred under this Agreement nor shall any payments become due to Artist until deliverables, services, or both, required under this Agreement are received from Artist and approved by the Commission as being in accordance with this Agreement. City may withhold payment to Artist in any instance in which Artist has failed or refused to satisfy any material obligation provided for under this Agreement.

In no event shall City be liable for interest or late charges for any late payments.

**Such section is hereby amended in its entirety to read as follows:**

The total payment amount due to Artist under this Agreement shall not exceed **ONE MILLION SEVEN HUNDRED AND EIGHTY-SEVEN THOUSAND FOUR HUNDRED AND NINETY-EIGHT DOLLARS (\$1,787,498)**. This total amount shall include Artist's fee and all reimbursable expenses. Out of the total contract amount, Artist shall be responsible for paying all of Artist's costs and

expenses associated with the Work, including the costs of suppliers, subcontractors, fees, taxes, permits, insurance, transportation to and from meetings, and all other expenses associated with the scope of the Work specified in this Agreements (hereinafter “Artist's Costs”).

Fee: Artist's fee for coordinating and producing the Work (hereinafter “Artist's Fee”) is **ONE HUNDRED NINETY-SIX THOUSAND SIX HUNDRED DOLLARS (\$196,600)**.

Phase I Reimbursables: In addition to Artist’s Fee, as set forth immediately above, Artist shall be reimbursed up to **ONE MILLION FIVE HUNDRED AND NINETY, EIGHT HUNDRED AND NINETY-EIGHT DOLLARS (\$1,590,898)** for Approved Artist's Costs based on the submittal of original or true and correct receipts or invoices. The breakdown of Approved Costs associated with this Agreement appears in Appendix C, attached hereto and incorporated by reference as though fully set forth herein. Artist shall be entitled to reimbursement only to the extent Artist has actually incurred such costs, and City shall retain all funds remaining or saved from the costs estimated in Appendix C and in the Budget described in this Agreement and as approved by the Arts Commission.

Compensation shall be made to Artist based upon Artist’s successful completion, in the reasonable discretion of the Director of Cultural Affairs, of the milestones set forth in the Appendices to this Agreement. City shall use reasonable efforts to make payment to Artist within thirty (30) days of each of the milestones set forth in the Appendices.

No charges shall be incurred under this Agreement nor shall any payments become due to Artist until deliverables, services, or both, required under this Agreement are received from Artist and approved by the Commission as being in accordance with this Agreement. City may withhold payment to Artist in any instance in which Artist has failed or refused to satisfy any material obligation provided for under this Agreement.

In no event shall City be liable for interest or late charges for any late payments.

**Section 2c. Appendix B. Phase II.** Phase II. Fabrication of Artwork, of the Agreement currently reads as follows:

## **Appendix B**

### **Services to be Provided by Artist**

#### **Phase II**

#### **Fabrication of Artwork**

##### **1. Agreement on Budget and Components.**

As noted above, if the parties cannot reach agreement on the components of the budget (including the Fabrication Budget, Installation Budget, and Artist’s Fee), Phase II will not go forward. If the parties reach agreement on the components of the budget, then the parties shall execute an appropriate modification to this Agreement authorizing Phases II and III, which modification shall be consistent with the terms of this Agreement.

##### **2. Scope of Work.**

- a) Artist shall deliver subcontracts prior to the start of fabrication of all or any Work pursuant to Section 29 (Subcontracting), as well as documentation establishing that all employees, subcontractors and suppliers have been paid in a timely manner (collectively, “Subcontracts and Documentation”).
- b) Artist shall fabricate the Artwork in accordance with all Contract Documents approved by the Commission and TIDA through Phase I.
- c) Artist proposed AGB to fabricate the Artwork, in components, at AGB’s facility in Japan. AGB’s involvement in the Project has been approved by the City.
- d) Shop Drawings. Artist shall deliver Shop Drawings as needed for sculpture armature, foundation connections, and attachment hardware, produced by Artist or Artist’s fabricator. The Shop Drawings shall be signed and stamped by a structural engineer as required by the California Uniform Building Code and any San Francisco amendments to the Building Code.
- e) Inspection of Artwork:
  - i) Artist or Artist’s fabricator shall provide verification that materials used in fabrication are in accordance with those specified in Construction Documents and Shop Drawings. Artist shall provide copies of written specifications and mill certifications, as necessary.
  - ii) Artist shall send photo documentation of artwork fabrication at 50% and 80% completion. Documentation to be sent to Arts Commission Project Manager at each stage for review and approval prior to advancing with next phase of fabrication.
  - iii) Artist shall notify the Commission no less than 30 days in advance of 100% completion of all the artwork elements so that the Arts Commission can do a field inspection of the artwork at the fabricator.
- f) Artist’s structural engineer shall review results of special inspection reports and structural observations, as identified in Construction Documents.
  - i) Regarding structural observations, Artist’s structural engineer shall provide a written report to the Arts Commission stating the site visits that have been made and identifying any reported deficiencies that, to the best of the structural engineer’s knowledge, have not been resolved.
  - ii) Artist’s structural engineer shall prepare a signed and stamped letter stating that all items requiring special inspection and structural observation were performed in accordance with the approved plans.
- g) Transportation Plan. Artist shall deliver a written list of the workers, vehicles, and equipment that will be involved in the transportation of the Artwork to the Site. Evidence of insurance of the artwork during transportation must be provided by the company or individual hired to transport the artwork.
- h) The Artwork shall be installed by a General Contractor under a separate agreement with the City. The Artwork Installer shall develop an installation plan based on the Artist’s Construction Documents, which the artist shall review and provide to the Commission with comment. Artist shall be available to be on site for consultation during the installation of the artwork.



- i) Final documentation, written proof of timely payment to subcontractors, maintenance manual, product specification data.

**3. Schedule of Deliverables.**

<b>Deliverable</b>	<b>Due Dates</b>
Delivery of Required Proof of Insurance	Prior to certification and beginning work on this phase
Signed and Stamped Shop Drawings	TBD
Fabrication of Artwork	TBD
Transportation Plan	TBD
Subcontracts and Final Documentation	Prior to each payment

**4. Compensation.** Artist’s total compensation for Phase II shall be established at the conclusion of Phase I, based on the agreement of the parties and together with agreement concerning the components of the Approved Budget. Such compensation shall cover all of Artist’s costs and fees for Phase II including fabrication.

**5. Payment Schedule:** Artist’s payment schedule and milestones shall also be established at the conclusion of Phase I, based on the agreement of the parties and together with agreement concerning the components of the Approved Budget.

**6. Insurance and/or Bond Requirements.** Artist shall obtain the insurance prior to the commencement of Phase I unless waived in writing by the City Risk Manager. Artist shall comply with all the insurance requirements specified under Section 15 (Insurance) in the body of this Agreement.

**7. Approved Subcontractors and corresponding insurance requirements**  
 The Arts Commission approves the Artist’s subcontracts with fabricators and other consultants as necessary to provide project assistance. Subcontractors are subject to the same insurance requirements as listed above unless waived by the City Risk Manager.

**Approved Subcontractors:**

- (1) New Material Research Laboratories (hereinafter called as NMRL)
- (2) Asahi Building Wall Co., Ltd. (hereinafter called as AGB)
- (3) Structural Engineer (TBC)

**8. Other Requirements (i.e., liquidated damages): Left blank by agreement of the parties.**

**Such section is hereby amended in its entirety to read as follows:**

**Appendix B**

**Services to be Provided by Artist**

**Phase II**

**Fabrication of Artwork**

## **1. Agreement on Budget and Components.**

The parties have agreed on the components of the budget as noted in Appendix C so that parties can proceed with Phases II and III.

## **2. Scope of Work.**

- a) Artist shall deliver subcontracts prior to the start of fabrication of all or any Work pursuant to Section 29 (Subcontracting), as well as documentation establishing that all employees, subcontractors and suppliers have been paid in a timely manner (collectively, “Subcontracts and Documentation”).
- b) Artist shall fabricate the Artwork in accordance with all Contract Documents approved by the Commission and TIDA through Phase I.
- c) Artist has proposed Sanwa Tajima Corporation(Artist’s fabricator and/or STC) to fabricate the Artwork, in components, at STC’s facility in Japan. STC’s involvement in the Project has been approved by the City.
- d) Shop Drawings. Artist shall deliver Shop Drawings as needed for sculpture armature, foundation connections, and attachment hardware, produced by Artist or Artist’s fabricator. The Shop Drawings shall be signed and stamped by a structural engineer as required by the California Uniform Building Code and any San Francisco amendments to the Building Code.
- e) Inspection of Artwork:
  - i) Artist or Artist’s fabricator shall provide verification that materials used in fabrication are in accordance with those specified in Construction Documents and Shop Drawings. Artist shall provide copies of written specifications and mill certifications, as necessary.
  - ii) Artist shall send photo documentation of artwork fabrication at 50% and 80% completion. Documentation to be sent to Arts Commission Project Manager at each stage for review and approval prior to advancing with next phase of fabrication.
  - iii) Artist shall notify the Commission no less than 30 days in advance of 100% completion of all the artwork elements so that the Arts Commission can do a field inspection of the artwork at the fabricator.
- f) Artist’s structural engineer shall review results of special inspection reports and structural observations, as identified in Construction Documents.
  - i) Regarding structural observations, Artist’s structural engineer shall provide a written report to the Arts Commission stating the site visits that have been made and identifying any reported deficiencies that, to the best of the structural engineer’s knowledge, have not been resolved.
  - ii) Artist’s structural engineer shall prepare a signed and stamped letter stating that all items requiring special inspection, including welding inspections, and structural observation were performed in accordance with the approved plans.

- g) **Transportation and Inspection Plan.** Artist shall deliver a written list of the workers, vehicles, and equipment that will be involved in the transportation of the Artwork to the designated storage area. Evidence of insurance of the artwork during transportation to the designated storage area must be provided by the company or individual hired to transport the artwork. The Artist in coordination with the SFAC Project Manager and Art Installer will develop an Inspection Plan upon delivery to the site, and unloading of the Artwork from the shipping containers. To further clarify Section 26.b, risk of loss and damage to the Artwork will be borne by the Artist until delivery of shipping containers to the storage area. An inspection of the Artwork elements will take place prior to unloading, and after unloading and uncrating, to determine if any damage upon additional inspection is the responsibility of the Art Installer or the Artist.
- h) The Artwork shall be installed by the Art Installer, under a separate agreement with the City, and the foundation of the sculpture shall be installed by the General Contractor for the Site, under a separate agreement with the City. The agreed upon Art Installer is Athowe Fine Arts, and the agreed upon General Contractor is Jensen; any changes to the Art Installer and the General Contractor will be made in coordination with the Artist. The Artwork Installer shall develop an installation plan based on the Artist’s Construction Documents, which the artist shall review and provide to the Commission with comment. Artist and the Artist’s fabricator shall be available to be on site for consultation during the installation of the artwork.
- i) The Artist and Artist’s fabricator shall execute a temporary installation in Japan to ensure that all elements can be properly assembled. According to the results of this temporary installation, any necessary modification shall be applied before delivery. To ensure that the Art Installer shall fully understand the installation procedure and technical issues, the Art Installer shall visit Japan to attend the procedure of temporary installation. The travel expenses and fees for the travel of the Art Installer shall be paid under a separate agreement with the City.
- j) Final documentation, written proof of timely payment to subcontractors, maintenance manual, product specification data.

**3. Schedule of Deliverables.**

<b>Deliverable</b>	<b>Due Dates</b>
Delivery of Required Proof of Insurance	Prior to certification and beginning work on this phase
Notice to Proceed with fabrication of stainless steel elements to minimize cost increases	Letter dated November 29, 2021
Notice to Proceed with Fabrication of all elements	Upon certification of this contract
Signed and Stamped Shop Drawings	March 15, 2022
Fabrication of Artwork	February 1, 2022 to January 31, 2023
Temporary installation in Japan	To be determined in consultation with SFAC
Transportation Plan	End of October, 2022
Subcontracts and Final Documentation	Prior to each payment

**4. Compensation.** Artist’s total compensation for Phase II shall be in accordance with Appendix C of this Amendment. Such compensation shall cover all of Artist’s costs and fees for Phase II including fabrication.

**5. Payment Schedule:** Artist’s payment schedule and milestones shall be in accordance with Appendix D of this Amendment.

**6. Insurance and/or Bond Requirements.** Artist shall obtain the insurance prior to the commencement of Phase I unless waived in writing by the City Risk Manager. Artist shall comply with all the insurance requirements specified under Section 15 (Insurance) in the body of this Agreement.

**7. Approved Subcontractors and corresponding insurance requirements**

The Arts Commission approves the Artist's subcontracts with fabricators and other consultants as necessary to provide project assistance. Subcontractors are subject to the same insurance requirements as listed above unless waived by the City Risk Manager. Notwithstanding the foregoing, City agrees that Artist's fabricator, STC shall obtain Product Liability Insurance for the premier of \$2,000,000.

**Approved Subcontractors:**

- (1) New Material Research Laboratories (hereinafter called as NMRL)
- (2) Sanwa Tajima Corporation (hereinafter called as Artist's fabricator and/or STC)
- (3) Tipping Structural Engineer (hereinafter called as Structural Engineer)
- (4) ZEIGER ENGINEERS, INC. (hereinafter called as Electrical Engineer)

**8. Other Requirements (i.e., liquidated damages): Left blank by agreement of the parties.**

**2d. Appendix B. Phase III.** Phase III. Transportation and Consultation during Installation of Artwork, of the Agreement currently reads as follows: :

**1. Scope of Work.**

- a) Artist shall provide for the transportation of the Artwork in accordance with the Transportation Plan approved by the Commission in Phase II. Artist shall not transport the Artwork until access to the Site has been approved and scheduled by the Commission in coordination with the Client. In the event there is a delay in the approval of the site for more than 30 days, City shall pay the reasonable, additional storage costs for the artwork. If City requests during Phase I, Artist shall provide an estimate of the additional storage costs that it would incur and charge the City during Phase III should there be such a delay. Artist shall prepare the Artwork for transportation in accordance with customary industry standards for the transportation of fine works of art.
- b) Artist shall provide for the Consultation during the installation of Artwork in accordance with Contract Documents approved in Phase I. Installation will be executed by the General Contractor independently engaged by the City.
- c) Artist's structural engineer shall review results of special inspection reports and structural observations, as identified in Construction Documents.
  - i) Regarding structural observations, Artist's structural engineer shall provide a written report to the Arts Commission stating the site visits that have been made and identifying any reported deficiencies that, to the best of the structural engineer's knowledge, have not been resolved.
  - ii) Artist's structural engineer shall prepare a signed and stamped letter stating that all items requiring special inspection and structural observation were performed in accordance with the approved plans.

- d) Artist shall consult with the Commission, the Project Construction Management Team and General Contractor prior to and during the installation of the Artwork. Artist shall coordinate Artist’s activities on site with the General Contractor through the Construction Management Team and/or the Commission staff.
- e) Maintenance Documents. Artist shall deliver all information necessary for the Commission to properly care for and maintain the Artwork, including information regarding the physical make-up of the Artwork, methods and materials, and information about the artistic intent of Artist in the Design, Fabrication and Installation of the Artwork (attached as Appendix E: Civic Art Collection Forms).
- f) Artist shall deliver subcontracts of all or any Work pursuant to Section 29 (Subcontracting), as well as documentation establishing that all employees, subcontractors and suppliers have been paid in a timely manner (collectively, “Subcontracts and Documentation”).
- h) Approval of Site: The preparation of the Site for installation of the Artwork shall be the responsibility of the General Contractor in accordance with a separate written agreement between City and the General Contractor. To the extent that any part of the Artist’s Work is to interface with work performed or installed by the General Contractor or other Contractor engaged by City to perform work on the Site, Artist shall inspect and measure the in-place work and promptly report to the City any defect actually observed by Artist that will impede or increase the cost of Artist’s interface unless corrected. City and/or its authorized representatives will require the party responsible for the defective work to make corrections so as to conform to its contract requirements, or if the defect is the result of a default or omission in the contract documents, may issue a change order. If Artist fails to measure, inspect and/or report defects that are reasonably apparent and discoverable, all costs of accomplishing the interface shall be borne by Artist. The forgoing does not apply to latent defects.

**3. Schedule of Deliverables.**

<b>Deliverable</b>	<b>Due Date</b>
Delivery of Required Proof of Insurance	Prior to certification and beginning work on this phase
Transportation of Artwork	TBD
Consultation on Installation of Artwork	TBD
Installation Documentation, including Special Inspection and Structural Observation Report	TBD
Maintenance Documents (including Appendix E)	Prior to final payment
Subcontracts and Documentation	Prior to each payment

**4. Compensation.** Artist’s total compensation for Phase III shall be established at the conclusion of Phase I, based on the agreement of the parties and together with agreement concerning the components of the Approved Budget. Such compensation shall cover all of Artist’s costs and fees for Phase III.

**5. Payment Schedule:** Artist’s payment schedule and milestones for Phase III shall also be established at the conclusion of Phase I, based on the agreement of the parties and together with agreement concerning the components of the Approved Budget.

**6. Insurance and/or Bond Requirements.** Artist shall obtain the insurance prior to the commencement of Phase I unless waived in writing by the City Risk Manager. Artist shall comply with all the insurance requirements specified under Section 15 (Insurance) in the body of this Agreement.

**7. Approved Subcontractors and corresponding insurance requirements.**

The Arts Commission approves the Artist's subcontracts for the installation and transportation of the artwork and other consultants as necessary to provide project assistance. Subcontractors are subject to the same insurance requirements as listed above unless waived by the City Risk Manager.

**Approved Subcontractors:**

**TBD**

**8. Other Requirements (i.e., liquidated damages): Left blank by agreement of the parties.**

**Such section is hereby amended in its entirety to read as follows:**

**1. Scope of Work.**

- a) Artist shall provide for the transportation of the Artwork in accordance with the Transportation Plan approved by the Commission in Phase II. Artist shall not transport the Artwork until access to the Site has been approved and scheduled by the Commission in coordination with the Client. In the event there is a delay in the approval of the site for more than 30 days, City shall pay the reasonable, additional storage costs for the artwork. If City requests during Phase I, Artist shall provide an estimate of the additional storage costs that it would incur and charge the City during Phase III should there be such a delay. Artist shall prepare the Artwork for transportation in accordance with customary industry standards for the transportation of fine works of art, and in accordance with the following additional specifications:
- b) Artist shall conduct a joint inspection with the Arts Commission and Art Installer as agreed upon in the Inspection Plan approved by the Commission in Phase II.
- c) Artist shall provide for the Consultation during the installation of Artwork in accordance with Contract Documents approved in Phase I. Installation will be executed by the Art Installer and General Contractor, both independently engaged by the City.
- d) Artist's structural engineer shall review results of special inspection reports and structural observations, as identified in Construction Documents.
  - i) Regarding structural observations, Artist's structural engineer shall provide a written report to the Arts Commission stating the site visits that have been made and identifying any reported deficiencies that, to the best of the structural engineer's knowledge, have not been resolved.
  - ii) Artist's structural engineer shall prepare a signed and stamped letter stating that all items requiring special inspection and structural observation were performed in accordance with the approved plans.
- e) Artist and Artist's fabricator shall consult with the Commission, the Art Installer and the General Contractor prior to and during the installation of the Artwork. Artist shall coordinate Artist's activities on site with the Art Installer, General Contractor through the Arts Commission Project Manager.

- f) Maintenance Documents. Artist shall deliver all information necessary for the Commission to properly care for and maintain the Artwork, including information regarding the physical make-up of the Artwork, methods and materials, and information about the artistic intent of Artist in the Design, Fabrication and Installation of the Artwork (attached as Appendix E: Civic Art Collection Forms).
- g) Artist shall deliver subcontracts of all or any Work pursuant to Section 29 (Subcontracting), as well as documentation establishing that all employees, subcontractors and suppliers have been paid in a timely manner (collectively, “Subcontracts and Documentation”).
- h) Approval of Site: The preparation of the Site for installation, and the installation of the foundation of the Artwork shall be the responsibility of the General Contractor in accordance with a separate written agreement between City and the General Contractor. To the extent that any part of the Artist’s Work is to interface with work performed or installed by the General Contractor, Art Installer, or any other Contractor engaged by City to perform work on the Site, Artist shall inspect and measure the in-place work and promptly report to the City any defect actually observed by Artist that will impede or increase the cost of Artist’s interface unless corrected. City and/or its authorized representatives will require the party responsible for the defective work to make corrections so as to conform to its contract requirements, or if the defect is the result of a default or omission in the contract documents, may issue a change order. If Artist fails to measure, inspect and/or report defects that are reasonably apparent and discoverable, all costs of accomplishing the interface shall be borne by Artist. The foregoing does not apply to latent defects.

**3. Schedule of Deliverables.**

<b>Deliverable</b>	<b>Due Date</b>
Delivery of Required Proof of Insurance	Prior to certification and beginning work on this phase
Transportation of Artwork	End of January 2023 departing Japan, end of March 2023 arriving the Site
Consultation on Installation of Artwork (duration 2 weeks)	TBD, estimated to be first 2 weeks of April, 2023
Installation Documentation, including Special Inspection and Structural Observation Report	Prior to final payment
Maintenance Documents (including Appendix E)	Prior to final payment
Subcontracts and Documentation	Prior to each payment

**4. Compensation.** Artist’s total compensation for Phase III shall be in accordance with Appendix C of this Amendment.

**5. Payment Schedule:** Artist’s payment schedule and milestones for Phase III shall be in accordance with Appendix D of this Amendment.

**6. Insurance and/or Bond Requirements.** Artist shall obtain the insurance prior to the commencement of Phase I unless waived in writing by the City Risk Manager. Artist shall comply with all the insurance requirements specified under Section 15 (Insurance) in the body of this Agreement.

**7. Approved Subcontractors and corresponding insurance requirements.**

The Arts Commission approves the Artist’s subcontracts for the installation and transportation of the artwork and other consultants as necessary to provide project assistance. Subcontractors are subject to the same insurance requirements as listed above unless waived by the City Risk Manager. Notwithstanding the foregoing, City agrees that Artist’s fabricator, STC shall obtain the Product Liability Insurance for the premier of \$2,000,000.

**Approved Subcontractors:**

- (1) New Material Research Laboratories (hereinafter called as NMRL)
- (2) Sanwa Tajima Corporation (hereinafter called as Artist’s fabricator and/or STC)
- (3) Tipping Structural Engineer (hereinafter called as Structural Engineer)
- (4) ZEIGER ENGINEERS, INC. (hereinafter called as Electrical Engineer)
- (5) Hubnet (hereinafter called as Transporter)

**8. Other Requirements (i.e., liquidated damages): Left blank by agreement of the parties.**

**2e. Appendix C.** Appendix C. Artist’s Approved Costs of the Agreement currently reads as follows:

**Artist’s Approved Costs for Phase I  
(Excludes Fabrication and all other Phase II & III fees, costs, and expenditures)**

<b>Budget Item</b>	<b>Amount</b>
<b>Artist Fee</b>	<b>\$150,000</b>
<b>Reimbursables</b>	
Travel*	\$5,000
Architect	\$20,000
Local Structural Engineer	\$20,000
Engineer (AGB)	\$50,000
<b>Subtotal of Reimbursables</b>	<b>\$95,000</b>
<b>Total</b>	<b>\$245,000</b>

\*Travel to be reimbursed according to Per Diem GSA rates, unless otherwise approved by the City **previous** to travel expenses being incurred.

**Such section is hereby amended in its entirety to read as follows:**

**Artist’s Approved Costs**

<b>Budget Item</b>	<b>Amount</b>
Artist Fee	\$196,600.00
<b>Reimbursables</b>	
Travel*	\$20,000
Architect	\$30,000



Structural Engineer	\$50,000
Electrical Engineer	\$3,400
Fabrication of Artwork (AGB)	\$1,201,677
Cost of Gigantic Stone and Gravel	\$17,042
Supervision of work on site (AGB)	\$50,000.00
Transportation (Hubnet)**	\$178,779
Contingency***	\$40,000
<b>Total Artist Contract</b>	<b>\$1,787,498.00</b>

\*Travel to be reimbursed according to Per Diem GSA rates, unless otherwise approved by the City previous to travel expenses being incurred.

\*\*Due to COVID situation, the estimated transportation cost is much higher in comparison with the cost estimated before COVID. The transportation cost should be re-estimated in October 2022, and any differences between the current estimation should be adjusted appropriately.

\*\*\*Artist's use of any balance remaining in reimbursables or the contingency allowance must be approved in advance in writing by Commission staff. Any balance remaining in reimbursables or contingency allowance at the conclusion of the Agreement reverts to the Commission.

**Total Estimated Cost for Site Work, Installation of Sculpture and Other Costs, to be contracted separately by Arts Commission**

Budget Item	Amount
Foundation and site work by General Contractor	\$242,737.00
Installation of Sculpture and Large Stone by Art Installer	\$252,300.00
Travel of Art Installer to Japan for dry-fit	\$15,000.00
Fabrication of template for bolts, by Art Instsaller	\$21,600.00
Hardware for installation, by Art Installer	\$10,500.00
Installation of architectural gravel, by Art Installer	\$15,000.00
Special inspections	\$10,000.00
Corrosion Engineer	\$10,000.00
<b>Total Estimated for Installation and Other Costs, to be contracted separately by Arts Commission</b>	<b>\$577,137.00</b>

**Total Estimated Project Budget** **\$2,364,635.00**

2f. **Appendix D.** Appendix D. Payment Schedule of the Agreement currently reads as follows:

**APPENDIX D**

**Payment Schedule for Artist Fees and Reimbursable Costs  
(Excludes Fabrication, Transportation, and Installation)**

	Artist Fees	Reimbursable Costs	Total Payment	Total Payment Phase I	Total Contract Amount
<b>Phase I: Design</b>					

Upon contract execution	\$100,000	\$95,000	\$195,000		
Upon completion of Design	\$50,000	\$0	\$50,000		
<b>Total Payment Phase I</b>	<b>\$150,000</b>	<b>\$95,000</b>		<b>\$245,000</b>	

<b>Phase II: Fabrication</b>	<b>Artist Fees</b>	<b>Reimbursable Costs</b>	<b>Total Payment</b>	<b>Total Payment Phase II</b>	<b>Total Contract Amount</b>
Upon execution of contract modification for Phase II/Fabrication					
Upon completion of Fabrication					
<b>Total Payment Phase II</b>					

<b>Phase III: Transportation and Consulting Services During Installation</b>	<b>Artist Fees</b>	<b>Reimbursable Costs</b>	<b>Total Payment</b>	<b>Total Payment Phase III</b>	<b>Total Contract Amount</b>
Upon execution of contract modification for Phase III					
Upon submission of Collection Documents and approval by Arts Commission					
<b>Total Payment Phase III</b>					
<b>Total Payment for this Agreement</b>					

**Total Not to Exceed Amount**

Note: The sums for Phase II and Phase III shall be established by agreement of the parties, at the conclusion of Phase I as discussed in more detail in the Agreement.

**Such section is hereby amended in its entirety to read as follows:**

**APPENDIX D**

**Payment Schedule for Artist Fees and Reimbursable Costs  
(Excludes Installation)**

<b>Phase I: Design</b>	<b>Artist Fees</b>	<b>Reimbursable Costs</b>	<b>Total Payment</b>	<b>Total Payment Phase I</b>	<b>Total Contract Amount</b>
Upon contract certification	\$100,000	\$95,000	\$195,000		
Upon completion of Design	\$50,000	\$0	\$50,000		
<b>Total Payment Phase I</b>	<b>\$150,000</b>	<b>\$95,000</b>		<b>\$245,000</b>	

<b>Phase II: Fabrication</b>	<b>Artist Fees</b>	<b>Reimbursable Costs</b>	<b>Total Payment</b>	<b>Total Payment Phase II</b>	<b>Total Contract Amount</b>
Upon NTP for Fabrication	\$20,000	\$602,000	\$622,000		
Upon completion of Fabrication	\$20,000	\$619,898	\$689,898		
<b>Total Payment Phase II</b>	<b>\$40,000</b>	<b>\$1,221,898</b>		<b>\$1,261,898</b>	

<b>Phase III: Transportation and Consulting Services During Installation</b>	<b>Artist Fees</b>	<b>Reimbursable Costs</b>	<b>Total Payment</b>	<b>Total Payment Phase II</b>	<b>Total Contract Amount</b>
Upon completion of Installation	\$2,000	\$234,000	\$236,000		
Upon submission of Collection Documents and approval by Arts Commission	\$4,600	\$0	\$4,600		
<b>Total Payment Phase III</b>	<b>\$6,600</b>	<b>\$234,000</b>		<b>\$240,600</b>	
<b>Total Payment for this Agreement</b>	<b>\$196,600</b>	<b>\$1,550,898</b>			<b>\$1,747,498</b>

**Contingency** (\*upon written approval by SFAC prior to spending)

**\$40,000**

**Total Not to Exceed Amount**

**\$1,787,498**

**2g. Distribution of Beverages and Water .** Section 61 is added to the Agreement, as follows:

**61. Distribution of Beverages and Water.**

**61.a. Sugar-Sweetened Beverage Prohibition.** Contractor agrees that it shall not sell, provide, or otherwise distribute Sugar-Sweetened Beverages, as defined by San Francisco Administrative Code Chapter 101, as part of its performance of this Agreement.

**62.b. Packaged Water Prohibition.** Contractor agrees that it shall not sell, provide, or otherwise distribute Packaged Water, as defined by San Francisco Environment Code Chapter 24, as part of its performance of this Agreement.

**2h. Limitations on Contributions.** Section 42 is hereby replaced in its entirety as follows:

**42. Limitations on Contributions.** By executing this Agreement, Contractor acknowledges its obligations under section 1.126 of the City’s Campaign and Governmental Conduct Code, which prohibits any person who contracts with, or is seeking a contract with, any department of the City for the rendition of personal services, for the furnishing of any material, supplies or equipment, for the sale or lease of any land or building, for a grant, loan or loan guarantee, or for a development agreement, from making any campaign contribution to (i) a City elected official if the contract must be approved by that official, a board on which that official serves, or the board of a state agency on which an appointee of that official serves, (ii) a candidate for that City elective office, or (iii) a committee controlled by such elected official or a candidate for that office, at any time from the submission of a proposal for the contract until the later of either the termination of negotiations for such contract or twelve months after the date the City approves the contract. The prohibition on contributions applies to each prospective party to the contract; each member of Contractor’s board of directors; Contractor’s chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 10% in Contractor; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Contractor. Contractor certifies that it has informed each such person of the limitation on contributions imposed by Section 1.126 by the time it submitted a proposal for the contract, and has provided the names of the persons required to be informed to the City department with whom it is contracting.

**2i. Withholding.** Section 10.c. is hereby added to “Taxes” to read as follows:

10.c. Withholding. Contractor agrees that it is obligated to pay all amounts due to the City under the San Francisco Business and Tax Regulations Code during the term of this Agreement. Pursuant to Section 6.10-2 of the San Francisco Business and Tax Regulations Code, Contractor further acknowledges and agrees that City may withhold any payments due to Contractor under this Agreement if Contractor is delinquent in the payment of any amount required to be paid to the City under the San Francisco Business and Tax Regulations Code. Any payments withheld under this paragraph shall be made to Contractor, without interest, upon Contractor coming back into compliance with its obligations.

**3. Effective Date.** Each of the modifications set forth in Section 2 shall be effective on and after the date of this Amendment.

**4. Legal Effect.** Except as expressly modified by this Amendment, all of the terms and conditions of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, Contractor and City have executed this Amendment as of the date first referenced above.

**CITY**

Recommended by:

**CONTRACTOR**

\_\_\_\_\_  
Ralph Remington  
Director of Cultural Affairs  
Arts Commission

\_\_\_\_\_  
Authorized Signature  
  
Door Four, LLC (DBA Hiroshi Sugimoto)  
508 West 26<sup>th</sup> Street #11A  
New York, NY 10001

**TIDA**

City vendor number: 000029988

~~Read and acknowledged~~ Consent:

\_\_\_\_\_  
Robert Beck  
Treasure Island Director  
Treasure Island Development Authority

Approved as to Form:

David Chiu  
City Attorney

By: \_\_\_\_\_  
Lauren Curry, Deputy City Attorney

Approved: [**Note: Approval granted to Arts Commission under letter of 8-19-2021 by Sailaja Kurella, the Acting Director and City Purchaser of the Office of Contract Administration, for contracts for the planning, design, fabrication, insurance, transportation, documentation, and maintenance and repair of artworks. No additional signature required from Office of Contract Administration/Purchaser; See Also S.F. Admin. Code Section 21.04(a) (Direct Purchasing Authority of Departments); See Also S.F. Admin. Code Section 6.75 (Contracting by the Arts Commission for the Development, Fabrication, Maintenance, Conservation, Removal and/or Installation of Artwork)**]

1 [Consent to First Amendment to Arts Commission Agreement with Artist Sugimoto]

2

3 **RESOLUTION AUTHORIZING THE TREASURE ISLAND DIRECTOR TO CONSENT TO A**  
4 **FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE**  
5 **SAN FRANCISCO ARTS COMMISSION AND ARTIST HIROSHI SUGIMOTO**

6 **WHEREAS**, The former Naval Station Treasure Island was a military base located on  
7 Treasure Island and Yerba Buena Island (together, the "Base") which was selected for closure  
8 and disposition by the Base Realignment and Closure Commission in 1993, acting under  
9 Public Law 101-510, and its subsequent amendments; and,

10 **WHEREAS**, On April 21, 2011, the TIDA Board of Directors unanimously made certain  
11 environmental findings under the California Environmental Quality Act ("CEQA") and  
12 approved a package of legislation in furtherance of the development project (the "Project"),  
13 including a Disposition and Development Agreement (the "DDA") with Treasure Island  
14 Community Development ("TICD"); and,

15 **WHEREAS**, On June 7, 2011, the Board of Supervisors unanimously confirmed  
16 certification of the final environmental impact report and made certain environmental findings  
17 under CEQA (collectively, the "FEIR") and approved a package of legislation in furtherance of  
18 the Project, including the DDA; and

19 **WHEREAS**, Public Art has an important role in shaping the public environments,  
20 making public spaces a destination, and improving the quality of life in a community; and,

21 **WHEREAS**, The DDA requires vertical developers on Treasure Island and  
22 Yerba Buena Island pay a 1% Art Fee for the development of a Public Art Program on  
23 Treasure Island; and,

24 **WHEREAS**, The San Francisco Arts Commission ("SFAC") has extensive expertise  
25 and experience in public art and public art program administration, commissioning artworks,

1 developing arts master plans and managing public art projects and its broad knowledge about  
2 art policies, best practices; and,

3 **WHEREAS**, On January 14, 2015, the TIDA Board of Directors approved a  
4 Memorandum of Agreement between the SFAC and TIDA, engaging the SFAC to develop an  
5 Arts Master Plan, manage the arts program budget, qualifying and selecting artists, artworks  
6 and art projects, prioritize the implementation of arts projects, contract with artists and  
7 manage the fabrication and installation of artworks, and develop conservation and  
8 maintenance plans and budgets for artworks; and,

9 **WHEREAS**, Under the Memorandum of Agreement between TIDA and the SFAC, the  
10 TIDA Board retains authority for the final approval of all artists selection, artworks and art  
11 projects recommended by selection panels and the Arts Steering Committee; and

12 **WHEREAS**, on June 14, 2017, the TIDA Board of Directors adopted the Arts Master  
13 Plan dated Spring 2017 by Resolution 17-24-0614; and

14 **WHEREAS**, on July 28, 2017 the SFAC issued a Request for Qualifications (“RFQ”) to  
15 solicit interested artists for the first round of art installation sites, held pre-submittal  
16 workshops, and provided an opportunity for site visits for interested applicants; and

17 **WHEREAS**, on March 27, 2018, statements of qualifications and responses to the RFQ  
18 were received, and SFAC staff screened these for conformance with the RFQ and suitability  
19 and presented 37 qualified applications for the Artist Selection Panel’s review; and

20 **WHEREAS**, on December 1, 2018, the Selection Panel convened to review the artist  
21 qualifications and through deliberation developed a shortlist of artists who were requested to  
22 submit site specific proposals; and

23 **WHEREAS**, on March 27, 2018, the artists proposals were received, the proposals  
24 were displayed at Building One on Treasure Island and at War Memorial Veterans Building in  
25 the Civic Center area of San Francisco, and posted on line for public comment; and

1           **WHEREAS**, on April 17, 2018 the Selection Panel conducted interviews with each of  
2 the shortlisted artists and selected finalists for each site, including Hiroshi Sugimoto for Yerba  
3 Buena Hilltop Park; and

4           **WHEREAS**, on May 16, 2018, the SFAC Visual Arts Committee convened and  
5 approved the recommendations of the Selection Panel; and

6           **WHEREAS**, on June 7, 2018, the Treasure Island Arts Steering Committee convened  
7 to review the recommendations of the Selection Panel and endorsement by the SFAC Visual  
8 Arts Committee, and approved the recommendations with modifications to the initial scope  
9 and fee to limit the initial contracts with the artists to conceptual design; and

10          **WHEREAS**, On June 13, 2018 the Authority Board of Directors approved the  
11 recommendations and authorized the SFAC Director of Cultural Affairs to enter into an  
12 agreement with Hiroshi Sugimoto for design, fabrication, transportation and consultation  
13 during installation of an artwork for the Yerba Buena Hilltop Park Public Art Project in an  
14 amount not to exceed \$1,750,000 pending approval from the Federal Aviation Authority; and

15          **WHEREAS**, On July 16, 2018, the Civil Service Commission approved Contract  
16 number 4010-13/14 for the Professional Services Agreement between the SFAC and Hiroshi  
17 Sugimoto, and on November 1, 2018, the SFAC entered into a Professional Services  
18 Agreement with Door Four LLC (DBA Hiroshi Sugimoto); and

19          **WHEREAS**, Subsequent to the initial authorization and contract issuance, the FAA  
20 approved the location and height of the proposed sculpture; and

21          **WHEREAS**, The artist and their engineering team have completed design of the  
22 sculpture and are prepared to commence fabrication; and

23          **WHEREAS**, the SFAC now has proposed a First Amendment to the Professional  
24 Services Agreement to revise the term of the contract, the fees paid to the artist due to design  
25 refinements and adding fabrication and delivery fees, and to clarify roles and responsibilities



1 with the current approach to fabrication and delivery of the sculpture to the site on Yerba  
2 Buena Island; now, therefore, be it

3 **RESOLVED**, That the Authority Board of Directors approves the Treasure Island  
4 Director to consent to the First Amendment to the Professional Services Agreement between  
5 the San Francisco Arts Commission and Door Four LLC (DBA Hiroshi Sugimoto) for the  
6 sculpture design, fabrication, transportation and consultation during installation of the  
7 proposed artwork at Hilltop Park on Yerba Buena Island; and

8 **FURTHER RESOLVED**, That the Board of Directors hereby authorizes the Director to  
9 enter into any additions, amendments or other modifications to the Agreement(s) that the  
10 Director determines in consultation with the City Attorney and with the San Francisco Arts  
11 Commission are in the best interests of the Authority, that do not materially increase the  
12 obligations or liabilities of the Authority, that do not materially reduce the rights of the  
13 Authority, and are necessary or advisable to complete, such determination to be conclusively  
14 evidenced by the execution and delivery by the Director of the documents and any  
15 amendments thereto.

16

17

18

#### **CERTIFICATE OF SECRETARY**

19 **I hereby certify that I am the duly elected and acting Secretary of the Treasure**  
20 **Island Development Authority, a California nonprofit public benefit corporation, and**  
21 **that the above Resolution was duly adopted and approved by the Board of Directors of**  
22 **the Authority at a properly noticed meeting on March 9, 2022.**

23

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**Mark Dunlop, Secretary**