

1 [Agreement - Treasure Island Series 1, LLC - Completion of Foundation for Sculpture -
2 \$274,076]

3 **Resolution authorizing the Arts Commission to enter into an agreement with Treasure**
4 **Island Series 1, LLC, the developer of a hilltop park at Yerba Buena Island, to construct**
5 **a foundation for a 69-foot tall sculpture by Hiroshi Sugimoto, as part of the Treasure**
6 **Island Arts Program, for an amount of \$274,076 for a term starting upon approval of this**
7 **Resolution and ending upon the completion of the foundation; and to authorize the**
8 **Director of Cultural Affairs to enter into any additions, amendments or other**
9 **modifications to the Foundation Contract do not materially increase the obligations or**
10 **liabilities of the City, or reduce the benefits to the City, and are necessary or advisable**
11 **to complete the transaction contemplated by this Resolution.**

12
13 WHEREAS, The former Naval Station Treasure Island was a military base located on
14 Treasure Island and Yerba Buena Island which was selected for closure and disposition by
15 the Base Realignment and Closure Commission in 1993, acting under Public Law 101-510,
16 and its subsequent amendments; and

17 WHEREAS, On June 7, 2011, the Board of Supervisors unanimously certified the final
18 environmental impact report and made certain findings under CEQA (collectively, the "FEIR")
19 and approved a package of legislation to approve and entitle a large mixed-use project at
20 Treasure Island (the "Project"), including a Disposition and Developer Agreement dated as of
21 June 28, 2011 (as amended, the "DDA") with Treasure Island Community Development
22 ("TICD"); and

23 WHEREAS, The DDA requires vertical developers on Treasure Island and Yerba
24 Buena Island to pay a 1% Art Fee for the development of a public art program on Treasure
25 Island; and

1 WHEREAS, The San Francisco Arts Commission ("SFAC") has extensive expertise
2 and experience in public art and public art program administration, commissioning artworks,
3 developing arts master plans and managing public art projects; and

4 WHEREAS, On January 14, 2015, the Treasure Island Development Authority ("TIDA")
5 Board of Directors approved a Memorandum of Agreement between the SFAC and TIDA,
6 engaging the SFAC to develop an Arts Master Plan for Treasure Island, manage the arts
7 program budget, select artists and artworks, contract with artists and manage the fabrication
8 and installation of artworks, and develop conservation and maintenance plans and budgets for
9 the completed artworks; and

10 WHEREAS, On June 14, 2017, the TIDA Board of Directors adopted the Arts Master
11 Plan dated Spring 2017 by Resolution No. 17-24-0614; and on June 5, 2017, the San
12 Francisco Arts Commission approved the Arts Master Plan by Resolution No. 0605-17-124;
13 and

14 WHEREAS, On July 28, 2017, the SFAC issued a Request for Qualifications to solicit
15 interested artists for certain art installation sites; and

16 WHEREAS, SFAC shortlisted nine artists (three for each of three sites), and these
17 artists were invited to submit site specific proposals for the identified sites; and

18 WHEREAS, On March 27, 2018, the artists proposals were displayed at Treasure
19 Island and at the War Memorial Veterans Building in San Francisco, and were also available
20 on line for public comment; and

21 WHEREAS, On April 17, 2018, the selection panel interviewed the artists and then
22 selected finalists for each of the three sites, including Hiroshi Sugimoto for a 69-foot tall
23 sculpture to be installed at the hilltop park on Yerba Buena Island (the "Sculpture"); and
24
25

1 WHEREAS, The Treasure Island Arts Steering Committee, the SFAC, and the TIDA
2 Citizen’s Advisory Board all reviewed and approved selected artists and artworks, including
3 the Sculpture; and

4 WHEREAS, The SFAC, by Resolution No. 0604-18-185, authorized the Director of
5 Cultural Affairs to enter into an agreement with Hiroshi Sugimoto for the completion of the
6 Sculpture; and

7 WHEREAS, TICD transferred its rights and obligations under the DDA for the
8 subphase of development that includes Yerba Buena hilltop park to Treasure Island Series 1,
9 LLC, a Delaware limited liability company (“Developer”); and

10 WHEREAS, Developer is undergoing construction of the horizontal development work
11 required under the DDA for the applicable subphases, including the completion of the Yerba
12 Buena hilltop park, but such work does not include implementation of the public art program or
13 the foundation for the Sculpture; and

14 WHEREAS, SFAC could wait until the hilltop park is completed by Developer, and then
15 engage a different developer to complete the foundation, but this would inevitably cause
16 damage to the newly completed park and increase costs and therefore SFAC, in consultation
17 with TIDA, determined that it would be appropriate to engage Developer, under a sole source
18 contract, to complete the foundation work in conjunction with the Developer’s completion of
19 the hilltop park; and

20 WHEREAS, SFAC has negotiated a contract with Developer to complete the
21 foundation for the Sculpture at a cost of \$274,076, a copy of which is in Board File
22 No. 230033 (the “Foundation Contract”); and

23 WHEREAS, Under the Foundation Contract, Developer will engage the same
24 contractor that is constructing the hilltop park to complete the foundation, taking advantage of
25 the efficiencies and lack of disruption created by simultaneous development; and

1 WHEREAS, The Foundation Contract incorporates the construction requirements of
2 the DDA into the underlying construction contract, including the payment of prevailing wages
3 and the hiring and nondiscrimination requirements, and otherwise requires Developer to
4 implement and oversee the construction contract in the same manner as the other
5 construction work being performed by Developer under the DDA; and

6 WHEREAS, Any dispute between Developer and the construction contract is subject to
7 binding arbitration; and

8 WHEREAS, SFAC is responsible for all costs of completing the foundation, provided
9 Developer shall not incur any costs under the construction contract without the prior consent
10 of SFAC, as set forth in the Foundation Contract; now, therefore, be it

11 RESOLVED, That the Board of Supervisors approves the Foundation Contract and
12 authorizes SFAC to enter into and perform its obligations under the Foundation Contract, in
13 substantially the form set forth in the Board File No. 230033; and, be it

14 FURTHER RESOLVED, That the Board of Supervisors authorizes the Director of
15 Cultural Affairs to enter into any additions, amendments or other modifications to the
16 Foundation Contract that the Director of Cultural Affairs determines, following consultation
17 with the City Attorney, are in the best interests of the City, that do not materially increase the
18 obligations or liabilities of, or reduce the benefits to the City, and are necessary or advisable
19 to complete the transaction contemplated by this Resolution; and, be it

20 FURTHER RESOLVED, That within thirty (30) days of the agreement being fully
21 executed by all parties, the Arts Commission shall provide the final agreement to the Clerk of
22 the Board for inclusion into the official file.

23
24
25