

File No. 230716

Committee Item No. 2

Board Item No. \_\_\_\_\_

## COMMITTEE/BOARD OF SUPERVISORS

### AGENDA PACKET CONTENTS LIST

Committee: Budget and Finance Committee Date September 6, 2023

Board of Supervisors Meeting Date \_\_\_\_\_

#### Cmte Board

- Motion
- Resolution
- Ordinance
- Legislative Digest
- Budget and Legislative Analyst Report
- Youth Commission Report
- Introduction Form
- Department/Agency Cover Letter and/or Report
- MOU
- Grant Information Form
- Grant Budget
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- Form 126 – Ethics Commission
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- Application
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#### OTHER (Use back side if additional space is needed)

- Caltrans DTAC Conditional Approval Letter 3/3/2023
- Potrero Gateway Park Photos and Diagrams
- SFAC 7/12/21 Minutes - Resolution No. 0712-121-174
- Arts Commission Project Timeline
- Public Works Presentation 9/6/2023
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

Completed by: Brent Jalipa Date August 31, 2023

Completed by: Brent Jalipa Date \_\_\_\_\_

1 [Maintenance Agreement - California Department of Transportation - Installation and  
2 Maintenance of Transportation Art]

3 **Resolution approving a maintenance agreement between the City and County of San**  
4 **Francisco and the California Department of Transportation (“Caltrans”) for the City’s**  
5 **maintenance of artwork on right-of-way within Caltrans jurisdiction located at the**  
6 **southeast corner of 17th Street and San Bruno Avenue, and southwest corner of 17th**  
7 **Street and Vermont Street for the Potrero Gateway Public Art Project; and the City’s**  
8 **indemnification of Caltrans for any claims occurring by reason of anything done or**  
9 **omitted to be done by City under the agreement, effective upon approval of this**  
10 **Resolution.**

11  
12 WHEREAS, The California Department of Transportation (“Caltrans”) issued a Letter of  
13 Conditional Approval to the City to construct the art created by FUTUREFORMS (the “Art”)  
14 within the State right of way along State Route 101 located at the southeast corner of 17th  
15 Street and San Bruno Avenue, and southwest corner of 17th Street and Vermont Street (the  
16 “Site”); and

17 WHEREAS, The Arts Commission approved the installation of the Art, which includes  
18 new sculptures, under Resolution No. 0712-21-174; and

19 WHEREAS, The City and Caltrans agreed that before initiation of Art installation and  
20 construction, the City and Caltrans would enter into an agreement for the maintenance of the  
21 Art (the “Maintenance Agreement”); and

22 WHEREAS, The Maintenance Agreement must be approved and signed before  
23 Caltrans will issue an Encroachment Permit to the City to construct the Art at the Site; and

24 WHEREAS, The Maintenance Agreement would clarify the division of maintenance  
25 responsibilities as defined in Section 27 of the California Streets and Highways Code that

1 include, but are not limited to, providing emergency repair and maintenance of the Art at the  
2 Site; and

3 WHEREAS, The Maintenance Agreement will include the City's responsibilities to  
4 install, maintain, restore, or remove the Art at no cost to Caltrans; and

5 WHEREAS, The Maintenance Agreement will provide that the City will indemnify  
6 Caltrans for any claims occurring by reason of anything done or omitted to be done by City  
7 under the Maintenance Agreement; and

8 WHEREAS, A copy of the Letter of Conditional Approval and a copy of the  
9 Maintenance Agreement are on file with the Clerk of the Board of Supervisors in File  
10 No. 230716; now, therefore, be it

11 RESOLVED, That the Board hereby authorizes the Director of Public Works, acting on  
12 behalf of the City and County of San Francisco, to enter into a Maintenance Agreement that  
13 the City Attorney's Office has determined is substantially similar to the copy of the  
14 Maintenance Agreement on file with Clerk of the Board of Supervisors in File No. 230716 and  
15 is consistent with the terms set forth in this Resolution; and, be it

16 FURTHER RESOLVED, That within 30 days of the Maintenance Agreement being fully  
17 executed by all parties, Public Works shall submit to the Clerk of the Board of Supervisors a  
18 completely executed copy of the Agreement for inclusion in File No. 230716.

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<b>Item 2</b> <b>File 23-0716</b>	<b>Department:</b> Public Works
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**EXECUTIVE SUMMARY**

**Legislative Objectives**

- The proposed resolution would approve a maintenance agreement between the City and the California Department of Transportation (Caltrans) for the City’s maintenance of public artwork on Caltrans property.

**Key Points**

- The Department of Public Works’ (Public Works) Potrero Gateway Project aims to improve and reconnect the Potrero Hill neighborhood, which is separated by U.S. Highway 101. As part of this project, Public Works is partnering with the San Francisco Arts Commission (SFAC) to install public sculptures at two sites along 17th Street: (1) 17th Street and San Bruno Avenue, and (2) 17th Street and Vermont Street. The California Department of Transportation (Caltrans) is the owner of the property on which the public art is to be installed.
- In March 2023, Caltrans conditionally approved installation of the sculpture project. One of the conditions for approval is that the City accept responsibility for maintenance and removal (if needed) of the artwork, via a maintenance agreement.
- Under the proposed maintenance agreement with Caltrans, the City is responsible for installation and ongoing upkeep of the artwork (including regular cleanings of the artwork, site maintenance, and graffiti removal) and associated costs.

**Fiscal Impact**

- A separate agreement between the City and the Dogpatch & Northwest Potrero Hill Green Benefit District (GBD) provides for the City and GBD to share maintenance responsibilities. Under that agreement, following installation of the artwork, GBD is responsible for minor repairs and cleaning of the sculptures and surrounding areas. The Caltrans agreement also requires the City to maintain the sculpture’s foundation and to restore any damage to the sculpture, which is not covered by the City’s agreement with GBD. Public Works estimates that its share of maintenance costs will be \$10,000 annually for the anticipated useful life of the improvements.

**Recommendation**

- Approve the proposed resolution.

**MANDATE STATEMENT**

City Charter Section 9.118(b) states that any contract entered into by a department, board or commission that (1) has a term of more than ten years, (2) requires expenditures of \$10 million or more, or (3) requires a modification of more than \$500,000 is subject to Board of Supervisors approval.

**BACKGROUND****Potrero Gateway Public Art Project**

The Department of Public Works' (Public Works) Potrero Gateway Project aims to improve and reconnect the Potrero Hill neighborhood, which is separated by U.S. Highway 101, and enhance safety for pedestrians, cyclists, and motorists under the freeway overpass along Vermont Street between 17<sup>th</sup> Street and Mariposa Street and along 17<sup>th</sup> Street from Vermont Street to San Bruno Avenue. The project originated from a community initiative to improve the area. As part of this project, Public Works is partnering with the San Francisco Arts Commission (SFAC) to install public sculptures at two sites along 17<sup>th</sup> Street: (1) 17<sup>th</sup> Street and San Bruno Avenue, and (2) 17<sup>th</sup> Street and Vermont Street.<sup>1</sup>

The California Department of Transportation (Caltrans) is the owner of the property on which the public art is to be installed. The San Bruno Avenue and 17<sup>th</sup> Street site contains a highway overpass with an open space underneath and adjacent to the highway where the artwork will be publicly displayed. The Vermont Street and 17<sup>th</sup> Street site is similarly a currently underutilized site of a freeway overpass shown in Exhibit 2.

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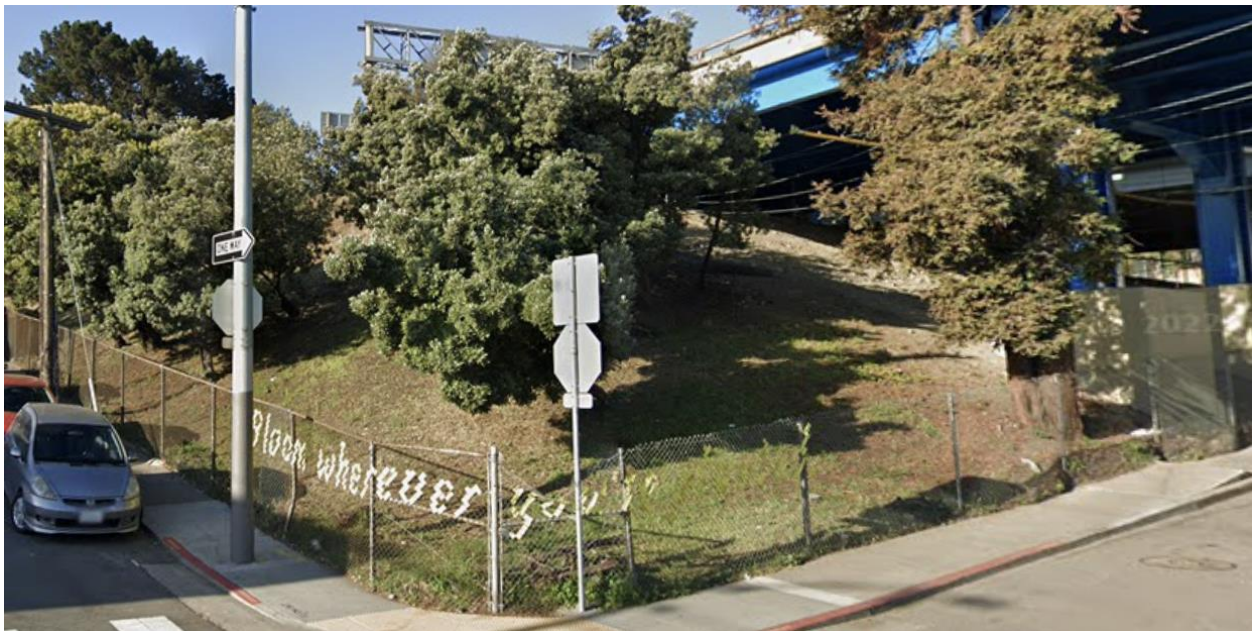
<sup>1</sup> The project also includes sidewalk widening, construction of corner bulb-outs, enhancements to bike lanes, new pedestrian lighting, and installation of plants.

**Exhibit 1: San Bruno and 17<sup>th</sup> Street Site**



Source: Exhibit A, Proposed Maintenance Agreement

**Exhibit 2: Vermont St and 17<sup>th</sup> Street Site**



Source: Exhibit A, Proposed Maintenance Agreement

**Artist Selection & Caltrans Conditional Approval**

The Arts Commission issued a Request for Qualifications (RFQ) on November 30, 2020 to identify artists for public artwork at the Potrero Gateway Park. A total of 101 artists and artist collaboratives responded to the request. Evaluation of proposals was conducted by a seven-person panel. Of the 13 semi-finalists selected from the applicant pool, four finalists were

selected, with FutureForms<sup>2</sup> receiving the top score of the four proposals selected for final review.<sup>3</sup> FutureForms' proposal was subsequently vetted for two months to ensure project viability and safety.

In July 2021, the SFAC approved a contract with FutureForms to design and install the art project for an amount not to exceed \$217,000. In September 2022, the SFAC approved by the revised final design of the project.

In March 2023, Caltrans conditionally approved installation of the sculpture project. One of the conditions for approval is that the City accept responsibility for maintenance and removal (if needed) of the artwork, via a maintenance agreement.

## DETAILS OF PROPOSED LEGISLATION

The proposed resolution would approve a maintenance agreement between the City and the California Department of Transportation for the City's maintenance of public artwork on Caltrans property.

### Terms of the Proposed Maintenance Agreement

Under the proposed maintenance agreement, Caltrans maintains jurisdiction over the property, and may compel the City to modify the artwork, including removal, to allow Caltrans to carry out maintenance, construction, and rehabilitation of existing transportation facilities. The City is responsible for installation and ongoing upkeep of the artwork (including regular cleanings of the artwork, site maintenance, and graffiti removal) and associated costs. In addition, the City shall indemnify the State in all matters related to the City's fulfillment of its contractual obligations.

The agreement becomes effective subsequent to the approval by the Board of Supervisors and signatures of delegated parties of the City and State and has no end date.

## FISCAL IMPACT

### Cost of Maintenance

A separate agreement between the City and the Dogpatch & Northwest Potrero Hill Green Benefit District (GBD)<sup>4</sup> provides for the City and GBD to share maintenance responsibilities. Under that agreement, following installation of the artwork, GBD is responsible for minor repairs and cleaning of the sculptures and surrounding areas. The Caltrans agreement also requires the City

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<sup>2</sup> FutureForms is the trade name of Machinic LLC, art and design studio that creates outdoor publicly accessible sculpture and installation environments to beautify and activate urban spaces. FutureForms has a prior history of successfully designing and installing several prominent public space artworks.

<sup>3</sup> In the final round, FutureForms received a score of 128, Aileen Barr and Colette Crutcher received a score of 110, and Randy Colosky received a score of 94.

<sup>4</sup> The Dogpatch & Northwest Potrero Hill Green Benefit District is a business improvement district established in 2015 (File 15-0535).

to maintain the sculpture's foundation and to restore any damage to the sculpture, which is not covered by the City's agreement with GBD. Public Works estimates that its share of maintenance costs will be \$10,000 annually for the anticipated useful life of the improvements.

**RECOMMENDATION**

Approve the proposed resolution.





***Potrero Gateway Project***  
**Caltrans Maintenance Agreement for**  
**Public Artwork**

# Potrero Gateway Project

- Streetscape project including Infrastructure and Safety improvements
- Located around the US-101 Freeway on 17<sup>th</sup> St, between San Bruno Ave and Vermont St
- Project scope on both Caltrans and Public right-of-way



# Potrero Gateway – Public Artwork

- SF Public Works contracted with SF Arts Commission to select an artist for installation of new artwork
- Public Artist Futureforms selected to install series of sculptures



# Potrero Gateway – Maintenance Agreement

- Artwork will be located on Caltrans property and a Caltrans Artwork Permit is needed for installation
- Permit application includes requirement for a Maintenance Agreement



# Potrero Gateway – Maintenance Agreement

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- Property continues to be under Caltrans jurisdiction while artwork must be maintained by the City
- Expected maintenance activities include:
  - Routine maintenance, inspection, emergency repair
  - Repair/replacement if damaged
  - Removal if deemed necessary for Caltrans operations or unmaintained
- SF Public Works has separate Maintenance MOU with the Dogpatch & NW Potrero Hill Green Benefit District (GBD)

# Thank you!

**MAINTENANCE AGREEMENT  
FOR TRANSPORTATION ART IN THE CITY AND COUNTY OF  
SAN FRANCISCO**

This agreement for maintenance of Transportation Art in the City and County of San Francisco (“AGREEMENT”) is made by and between the State of California, acting by and through the Department of Transportation (“STATE”), and the City and County of San Francisco (“CITY”); each may be referred to individually as a “PARTY” or jointly as “PARTIES”.

**SECTION I**

**RECITALS**

1. WHEREAS, this AGREEMENT was executed between CITY and STATE to construct the Transportation Art Project within the STATE right of way along State Route 101; at the southwest corner of 17<sup>th</sup> Street and Vermont Street, and the southeast corner of 17<sup>th</sup> Street and San Bruno Avenue (04-CCSF-101 PM 4.1), as shown in EXHIBIT A, entitled “TRANSPORTATION ART LOCATION,” attached and incorporated herein. The Transportation Art Project, which includes new sculptures placed upon required sculpture foundation/footings is “ART”; and
2. WHEREAS, it was agreed by PARTIES that before initiation of ART installation and construction, CITY and STATE will enter into an agreement for the maintenance of ART; and
3. WHEREAS, the PARTIES mutually desire to clarify the division of maintenance responsibilities as defined in Section 27 of the California Streets and Highway Code that include, but are not limited to, providing emergency repair and maintenance as defined in Section 2.9 below (collectively “MAINTAIN/MAINTENANCE”) of ART at the location, as shown in EXHIBIT A; and
4. WHEREAS, this AGREEMENT does not replace or supersede any prior or existing Freeway Maintenance Agreements between STATE and CITY; and
5. WHEREAS, on \_\_\_\_, 2023, the Board of Supervisors of the County and City of San Francisco through Resolution No. \_ approved a recommendation to accept MAINTENANCE responsibilities for ART.

NOW THEREFORE, IT IS AGREED AS FOLLOWS:

SECTION II

AGREEMENT

1. In consideration of the mutual covenants and promises herein contained, CITY and STATE agree:
  - 1.1. When a change to this agreement is necessary, the PARTIES will execute a formal amendment in writing through their authorized representatives.
  - 1.2. PARTIES agree maintenance responsibilities include, but are not limited to, inspection, providing emergency repair and maintenance as defined in Section 2.9 below (collectively “MAINTAIN/MAINTENANCE”) of ART in EXHIBIT A.
  - 1.3. EXHIBIT A consists of images that delineate the locations within STATE’s right of way where ART will be located, what the ART comprises, and the responsibility of CITY to MAINTAIN under this AGREEMENT.
2. CITY’s obligations, at CITY’s expense, include:
  - 2.1. CITY shall MAINTAIN ART conforming to the final form plans, specifications and details, prepared and stamped by a licensed landscape architect or licensed engineer, approved by STATE (“Final Form Plans”).
  - 2.2. CITY shall submit the Final Form Plans for ART to STATE’s District 4 Permit Engineer for review and approval and will obtain and have in place all valid necessary Encroachment Permit(s) before the start of any work within STATE’s right of way. All proposed ART must meet STATE’s standards as outlined in STATE’s Project Development Procedures Manual (“PDPM”), Chapter 29, Section 9, Transportation Art.
  - 2.3. CITY shall ensure ART is provided with acceptable scheduled routine MAINTENANCE necessary to MAINTAIN a neat and attractive appearance. CITY shall coordinate, in writing, said MAINTENANCE with STATE before the start of any work.
  - 2.4. An Encroachment Permit rider may be required for any changes to the scope of work allowed by this AGREEMENT before the start of any work within STATE’s right of way.
  - 2.5. CITY, CITY’s contractors, and ARTIST(s) will have to obtain individual Encroachment Permits from STATE before the start of any work within STATE’s right of way. This includes, but is not limited to the installation, MAINTENANCE, restoration or removal of ART. A permit fee will be required of CITY’s third-party successors and CITY’s contractor. CITY agrees that it shall remain subject to the terms of this AGREEMENT until the termination of this AGREEMENT or until the ART has been removed from the STATE right of way in its entirety, whichever



- is later.
- 2.6. CITY shall immediately replace or repair damaged ART when observed or within thirty (30) calendar days of being notified in writing by STATE.
  - 2.7. CITY shall remove ART and restore STATE-owned areas to a safe and attractive condition acceptable to STATE, if this AGREEMENT is terminated, or ART has been removed from STATE's right of way in its entirety, as set forth herein.
  - 2.8. CITY shall expeditiously MAINTAIN, replace, repair, remove, or restore ART if it has become unsightly.
  - 2.9. CITY shall MAINTAIN, at CITY's expense, all ART within STATE highway right of way, as shown on EXHIBIT A for as long as it remains in place. MAINTENANCE shall include, but not limited to: (1) the sculpture's required structure foundations and footings; (2) all restoration or replacement of damaged ART; (3) all removal of dirt, debris, graffiti, grown vegetation and weeds surrounding ART and the immediate area CITY uses to access and MAINTAIN ART; and (4) all removal of any deleterious item or material on ART in an expeditious manner. Graffiti removal must conform to STATE policies and guidelines existing when CITY performs work, including the requirement to promptly remove any offensive messages and the timely removal of all other graffiti. MAINTENANCE practices must protect air and water quality as required by state and federal law. Should ART be removed, for whatever reason, CITY, at no cost to STATE, shall return the area where ART was installed to its original condition acceptable to STATE.
  - 2.10. No work will be performed from the freeway or adjacent roadside, unless approved by STATE in a separate written Encroachment Permit. All work will be conducted from local streets or adjacent sidewalks. CITY shall be responsible for all necessary traffic operations, traffic control, traffic/lane closures and traffic safety required for installation of ART and MAINTENANCE operations.
  - 2.11. Other than STATE-approved ART, no alteration of the existing freeway structure or any other highway facility, including signage, will be permitted, unless pre-approved in writing by STATE. No existing landscaping shall be removed to accommodate ART unless approved by STATE.
  - 2.12. All work in connection with installation, MAINTENANCE, restoration, or removal, of ART; or, more generally, to benefit CITY will be done at no cost to STATE.
  - 2.13. CITY shall remove ART when, in the opinion of STATE, ART creates a maintenance or operational concern. If CITY fails to remove ART promptly, STATE may remove ART thirty (30) calendar days following written notification to CITY, and STATE will bill CITY for any costs related to the removal and

- restoration of STATE-owned areas to their original condition acceptable to STATE.
- 2.14 CITY may remove ART thirty (30) days following written notification to STATE. CITY shall remove ART and restore STATE-owned areas to a safe and attractive condition acceptable to STATE.
  - 2.15 CITY is required, before the installation and construction of ART on STATE's right of way, to obtain from ARTIST(s) or any party CITY contracts with for the ART and provide to STATE an original wet-signature copy of STATE's Assignment and Transfer of Copyright and Waiver of Moral Rights in Artwork Agreement(s), signed, executed and notarized assigning any copyright interest in the ART to the STATE.
  - 2.16 CITY shall maintain all rights and obligations under this agreement with artists or any party it contracts with for ART in order to fulfill CITY's obligations under this Agreement. These rights and obligations include, but are not limited to, the ability to repair or restore ART, remove ART, and clean ART.
  - 2.17 Upon completed installation of ART within STATE's right of way, said tangible ART shall become property of the STATE. When ART is removed by CITY from STATE's right of way, said tangible ART shall become the property of CITY.
3. STATE shall have these obligations and rights under this AGREEMENT:
- 3.1. Provide CITY with timely written notice of unsatisfactory conditions that require correction by the CITY. However, the non-receipt of notice does not excuse CITY from MAINTENANCE responsibilities assumed under this AGREEMENT. ART which in the opinion of STATE becomes a safety or operational concern will be removed immediately at no cost to STATE by CITY.
  - 3.2. Provide CITY, the necessary Encroachment Permits from STATE's District 4 Encroachment Permit Office prior to CITY entering STATE right of way to perform CITY MAINTENANCE responsibilities. These Encroachment Permits will be issued at no cost to CITY.
  - 3.3. Provide CITY's contractor and/or ARTIST(s), upon separate written requests, Encroachment Permit from STATE before the start of any work within STATE's right of way. A permit fee will be required for CITY's contractor and ARTIST(s).
  - 3.4. STATE reserves the right to remove ART, partially or in its entirety, alter and/or modify parts thereof due to any STATE transportation activities, including but not limited to, emergency, construction, rehabilitation, or other necessary activities affecting STATE's transportation facilities, with no obligation, notification, compensation to, or approval of CITY.

- 3.5. STATE reserves the right to remove or alter ART that presents a safety hazard to the public, as solely determined by STATE, without delay or advance notification to CITY.
- 3.6. STATE will not be responsible for the cost of any MAINTENANCE, including but not limited to: repair, restoration or replacement of ART damaged in performing STATE's duties related to highway operations and activities. STATE will not be responsible for any damage to ART caused by any third-party or because of vandalism or accidents on STATE's right of way.
- 3.7. STATE will notify CITY thirty (30) days before any planned work that may impact the ART. If the work required is due to a public safety hazard, this notification period does not apply, and STATE will notify CITY as soon as practicable of the performed work.

#### 4. LEGAL RELATIONS AND RESPONSIBILITIES

- 4.1. Nothing within the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not parties to this Agreement or to affect the legal liability of a PARTY to the Agreement by imposing any standard of care with respect to the operation and maintenance of STATE highways and local facilities different from the standard of care imposed by law.
- 4.2. If during the term of this AGREEMENT, CITY should cease to MAINTAIN ART to the satisfaction of STATE as required under this AGREEMENT or if in the opinion of the STATE the ART creates an unsatisfactory condition, STATE may either undertake to perform that MAINTENANCE on behalf of CITY at CITY's expense; direct CITY to remove ART; or undertake to remove ART at CITY's sole expense and restore STATE's right of way to its prior condition. CITY agrees to pay said STATE expenses related to the ART, within thirty (30) calendar days of receipt of billing by STATE. However, prior to STATE performing any MAINTENANCE or removing ART, STATE will provide written notice to CITY to cure the default and CITY will have thirty (30) calendar days within which to affect that cure.
- 4.3. Neither STATE nor any officers or employees thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction conferred upon CITY under this Agreement. It is understood and agreed that CITY shall fully defend, indemnify and save harmless STATE and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by CITY under this Agreement.
- 4.4. Neither CITY nor any officers or employees thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by

STATE under or in connection with any work, authority or jurisdiction conferred upon STATE under this Agreement. It is understood and agreed that STATE shall fully defend, indemnify and save harmless CITY and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by STATE under this Agreement.

## 5. PREVAILING WAGES

- 5.1. Labor Code Compliance. If the work performed on this ART is done under contract and falls within the Labor Code section 1720(a)(1) definition of a "public work" because it is construction, alteration, demolition, installation, or repair; or maintenance work under Labor Code section 1771. CITY must conform to Labor Code sections 1720 through 1815, and all provisions of California Code of Regulations found in Title 8, Chapter 8, Subchapter 3, Articles 1-7. CITY agrees to include prevailing wage requirements in its contracts for public work. Work performed by CITY'S own forces is exempt from the Labor Code's Prevailing Wage requirements.
- 5.2. Requirements in Subcontracts. CITY shall require its contractors to include prevailing wage requirements in all subcontracts funded by this Agreement when the work to be performed by the subcontractor is a "public work" as defined in Labor Code Section 1720(a)(1) and Labor Code Section 1771. Subcontracts shall include all prevailing wage requirements in CITY's contracts.

## 6. INSURANCE

- 6.1 CITY is self-insured. CITY agrees to deliver evidence of self-insured coverage providing general liability insurance, coverage of bodily injury liability and property damage liability, naming the STATE, its officers, agents and employees as the additional insured in an amount of \$1 million per occurrence and \$2 million in aggregate and \$5 million in excess. Coverage shall be evidenced by a certification of self-insurance letter ("Letter of Self-Insurance"), satisfactory to the STATE, certifying that CITY meets the coverage requirements of this section. Said Letter of Self-Insurance shall also identify ART and ART location and attached to this AGREEMENT as EXHIBIT B. CITY shall deliver to STATE said Letter of Self-Insurance with a signed copy of this AGREEMENT.
- 6.2 If the work performed under this AGREEMENT is done by CITY's contractor(s), CITY shall require its contractor(s) to maintain in force, during the term of this agreement, a policy of general liability insurance, including coverage of bodily injury liability and property damage liability, naming STATE, its officers, agents and employees as the additional insured in an amount of \$1 million per occurrence and \$2 million in aggregate and \$5 million in excess. Coverage shall be evidenced by the Letter of Self-Insurance in a form satisfactory to STATE and shall be delivered to STATE with a signed copy of this AGREEMENT.

- 7. TERMINATION. This AGREEMENT may be terminated by mutual written consent by the PARTIES, or by CITY’s failure to comply with this AGREEMENT.
- 8. DERIVATIVE WORKS. STATE shall not create derivative works based on the ART.
- 9. CREDIT. STATE agrees to make all reasonable efforts to credit FUTUREFORMS, the San Francisco Arts Commission, and the San Francisco Public Works as the creators of the ART in any publication or reproduction of the ART. Should STATE grant the right to a third-party to use a reproduction of the ART in any publication, STATE shall require the third-party to credit FUTUREFORMS, the San Francisco Arts Commission, and the San Francisco Public Works as the creators of the ART in said publication.
- 10. EFFECTIVE DATE (Term) OF AGREEMENT - This Agreement shall become effective on the last of the dates each PARTY’s authorized representative has executed this AGREEMENT and shall remain in full force and effect until amended or terminated at any time upon mutual consent of the PARTIES or until terminated by STATE for cause.

PARTIES are empowered by Streets and Highways Code Section 114 and 130 to enter into this AGREEMENT and have delegated to the undersigned the authority to execute this AGREEMENT on behalf of the respective agencies and covenants to have followed all the legal requirements to validly execute this AGREEMENT.

CITY AND COUNTY OF SAN FRANCISCO

STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION

By: \_\_\_\_\_  
CARLA SHORT  
Interim Director of San Francisco  
Public Works

TONY TAVARES  
Director of Transportation

By: \_\_\_\_\_  
LEAH BUDU                          Date  
Deputy District Director  
Maintenance District 04

APPROVED AS TO FORM AND PROCEDURE:

AS TO FORM AND PROCEDURE:

David Chiu, City Attorney

By: \_\_\_\_\_  
CHRISTOPHER TOM  
Deputy City Attorney

By: \_\_\_\_\_  
MARIA S. SAPIANDANTE  
Department of Transportation

# California Department of Transportation

DISTRICT 4  
P.O. BOX 23660, MS-1A | OAKLAND, CA 94623-0660  
(510) 286-5900 | FAX (510) 286-6301 | TTY 711  
[www.dot.ca.gov](http://www.dot.ca.gov)



March 3, 2023

Mr. Trent Tieger  
Project Manager, Bureau of Project Management  
San Francisco Public Works  
49 Van Ness Avenue, 7th Floor  
San Francisco, CA 94103

Dear Mr. Tieger:

This letter summarizes the Department of Transportation Art Committee (DTAC) conditions of approval for the proposed transportation art "Potrero Gateway Public Art Project," at the SF-101 Bayshore Viaduct (Br 34 0088) (Post Mile 4.12), in San Francisco.

If the following conditions are accepted and met, the City and County of San Francisco, Public Works and the San Francisco Arts Commission, hereto for noted as the "City," shall include this letter and the final approved transportation art application for the proposed art under an encroachment permit application.

#### Conditions for approval:

1. The proposed art must meet all Caltrans design guidance and criteria under the Transportation Art Program and as permitted by the Structure Maintenance and Inspection office.
2. Any changes to the design or materials of the transportation art proposal after this concurrence is issued must be reviewed and approved by the Caltrans District 4 Landscape and Permit Offices before construction.
3. The final Artist Copyright Assignment and Transfer Agreement must be completed and signed by Caltrans' Attorney for the Assignee prior to the submittal of Encroachment Permit Application.
4. The City must enter into a maintenance agreement to accept responsibility for maintenance and, if necessary, removal of the proposed artwork. Please contact our Caltrans D-04 Maintenance Agreements unit, to coordinate.
5. Final evaluation and approval of the engineering calculations for the proposed art and footings by the Caltrans Structures Office will be conducted when Caltrans receives the encroachment permit application from the City. The City must respond to requests for additional information or corrections before the encroachment permit will be issued.
6. When required by the Caltrans Permitting Engineer, the City shall provide the following:
  - A copy of the traffic management plan for approval. If work vehicles or equipment are parked within 6 feet of a traffic lane, close the shoulder area with fluorescent orange traffic cones or portable delineators in accordance with Caltrans standards and guidelines.
  - A water pollution prevention/control plan for any water discharge or soil disturbance caused by construction within state right of way

Mr. Trent Tieger  
March 3, 2023  
Page 2

7. All Caltrans existing and operational TOS, traffic and electrical facilities within the project area must be kept operational throughout the construction phase. Any TOS, traffic and electrical facility that is affected by the proposed project must be relocated, modified or fully replaced at the County's expense.
8. Work to construct the transportation art must not damage the existing bridge structure and columns, fence and lighting. Any damage caused by installation of the art must be fully repaired or replaced at the City's expense. Do not paint over or cover up the bridge number or other structure identification messages.

If these conditions and policy requirements of the Caltrans Transportation Art Program are satisfied, the County will be cleared to apply for the encroachment permit. Please note that the artist and their subcontractors will need to obtain a "double" permit separately in order to install the statues and perform work within state right of way.

We would like to thank you again for your interest in the Department's Transportation Art Program, and we look forward to working with you and the Designers on this project. If you have any questions, please contact the David Eng, D4 - DTAC Coordinator at (510) 418-8231 or by email sent to: david.eng@dot.ca.gov

Sincerely,

## Leah Budu

LEAH BUDU  
Deputy District Director - Maintenance

Enclosure: Approved Caltrans Transportation Art Proposal  
c: Trent Tieger, San Francisco Public Works  
Aleta Lee, San Francisco Arts Commission  
Caltrans District 4 - District Transportation Art Committee  
Elbert Cox, Caltrans Landscape Architecture Program

**Signature:** *Leah Budu*

**Email:** leah.budu@dot.ca.gov


# DTAC Conditional Approval Letter\_20230303

Final Audit Report

2023-03-04

Created:	2023-03-04
By:	David Eng (s116877@dot.ca.gov)
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## "DTAC Conditional Approval Letter\_20230303" History

-  Document created by David Eng (s116877@dot.ca.gov)  
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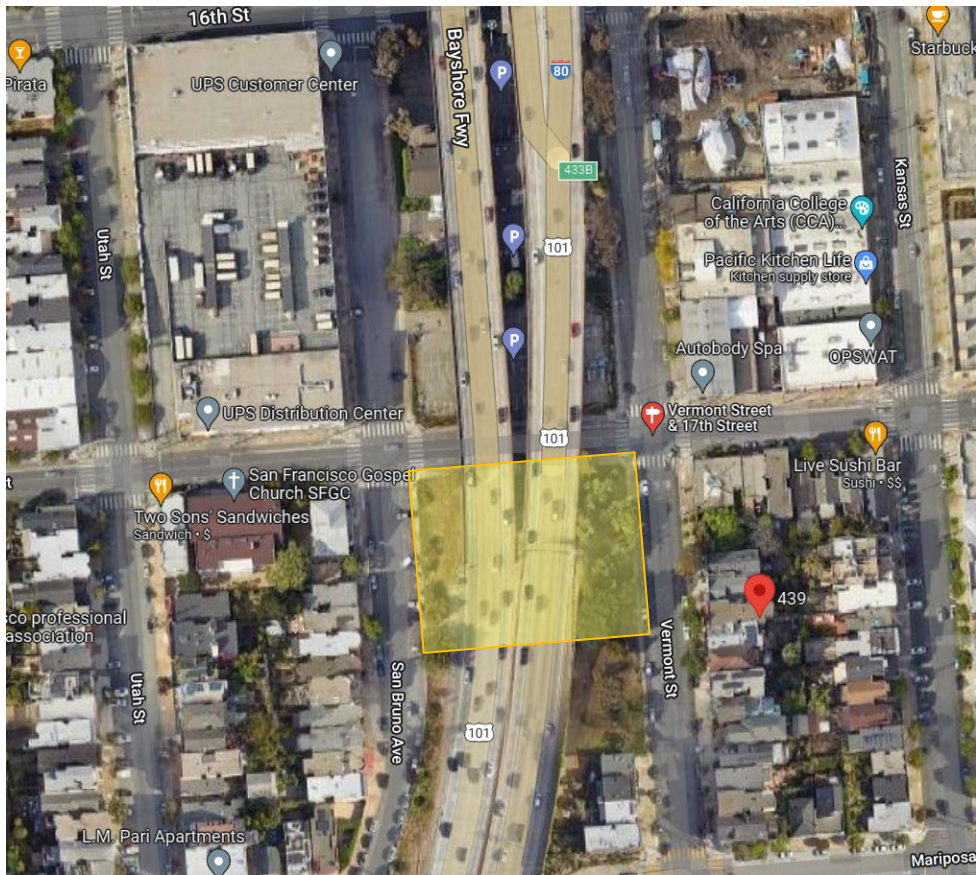


# EXHIBIT A

San Francisco  
FUTUREFORMS  
Potrero Gateway Park

## Transportation Art Location Potrero Gateway Park in San Francisco 17th Street between Vermont Street and San Bruno Avenue

PROJECT LOCATION - AERIAL VIEW HIGHLIGHTED IN YELLOW



# EXHIBIT A

San Francisco  
FUTUREFORMS  
Potrero Gateway Park

## Current Site Conditions



Corner of 17<sup>th</sup> Street and Vermont Street facing the Potrero Gateway Park

# EXHIBIT A

San Francisco  
FUTUREFORMS  
Potrero Gateway Park



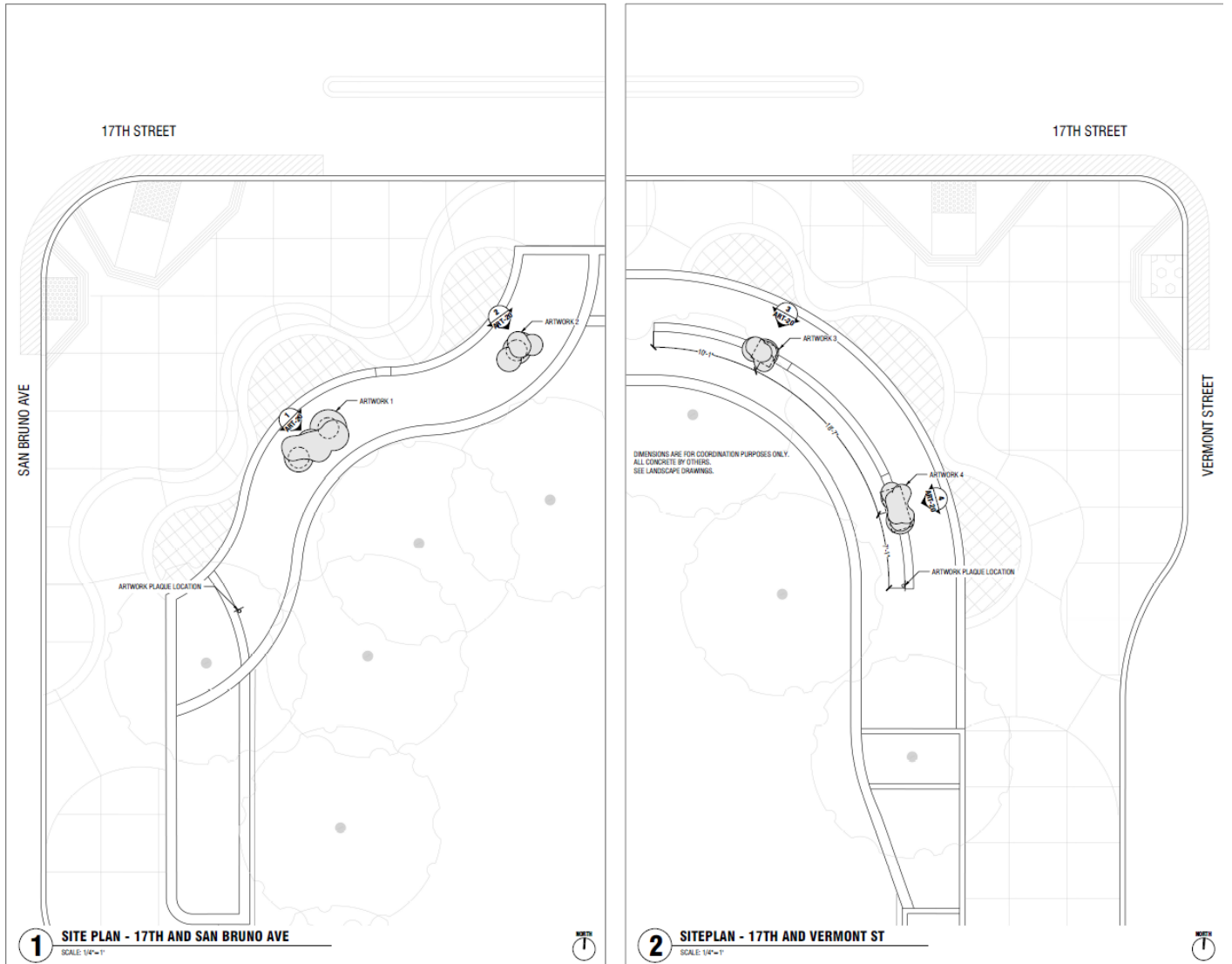
Corner of 17<sup>th</sup> Street and San Bruno Avenue facing the Potrero Gateway Park



View of the Potrero Gateway Park under overpass

# EXHIBIT A

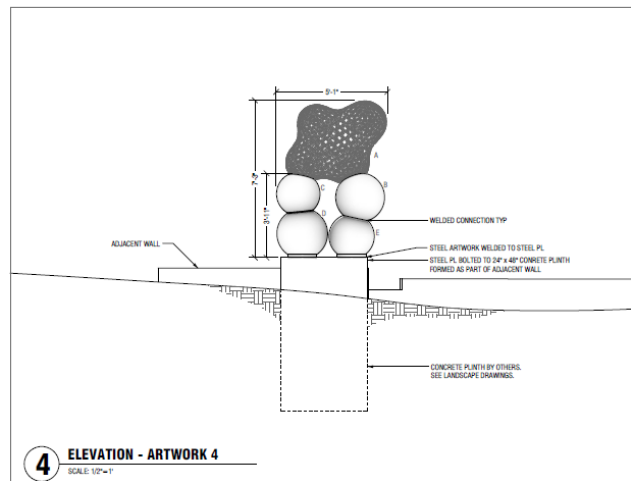
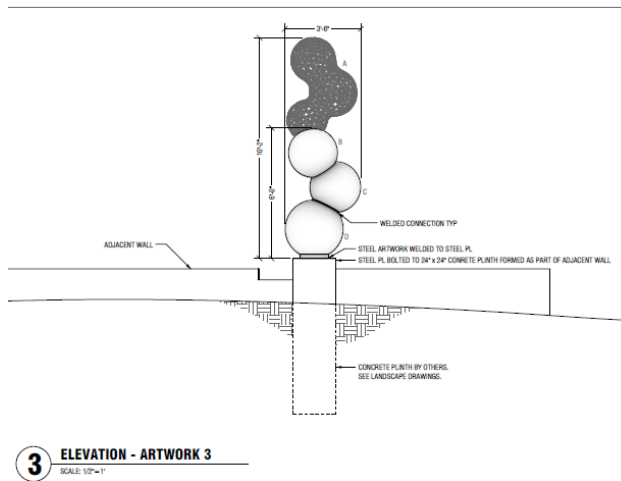
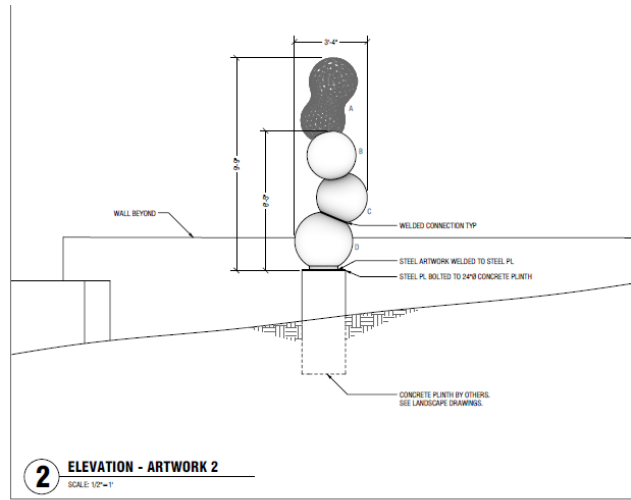
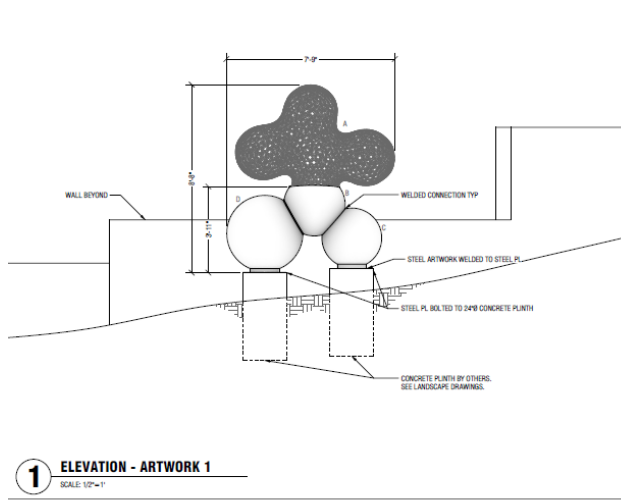
## San Francisco FUTUREFORMS Potrero Gateway Park



Proposed Artwork Area – Potrero Gateway Park Site Plan

# EXHIBIT A

## San Francisco FUTUREFORMS Potrero Gateway Park



### Proposed Artwork Sculpture Elevations

# EXHIBIT A

San Francisco  
FUTUREFORMS  
Potrero Gateway Park



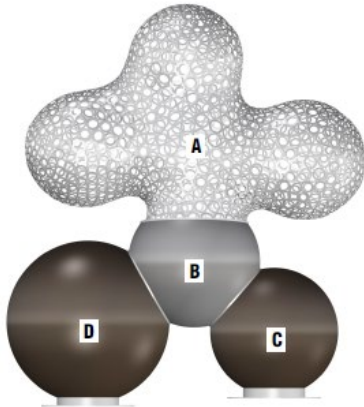
Proposed Artworks: Corner of 17<sup>th</sup> Street and San Bruno Avenue



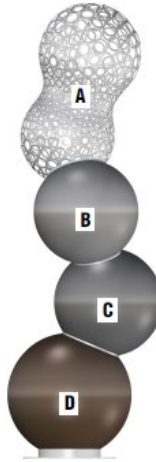
Proposed Artworks: Corner of 17<sup>th</sup> Street and Vermont Street

# EXHIBIT A

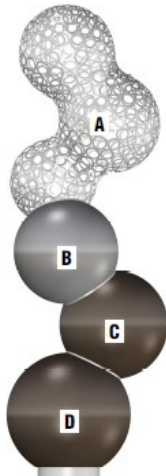
San Francisco  
FUTUREFORMS  
Potrero Gateway Park



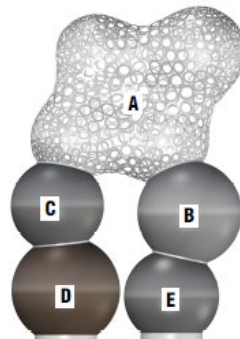
ARTWORK 1



ARTWORK 2



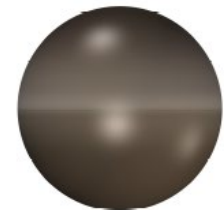
ARTWORK 3



ARTWORK 4



SATIN FINISHED STAINLESS STEEL

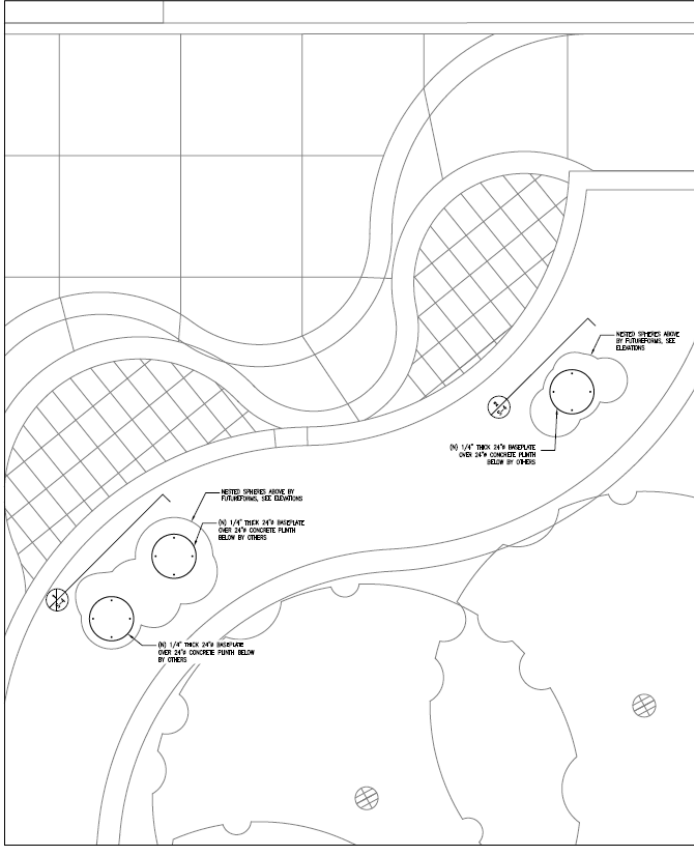


STAINLESS STEEL WITH "BROWN BRONZE"  
FLUOROPOLYMER BASED METALLIC COATING

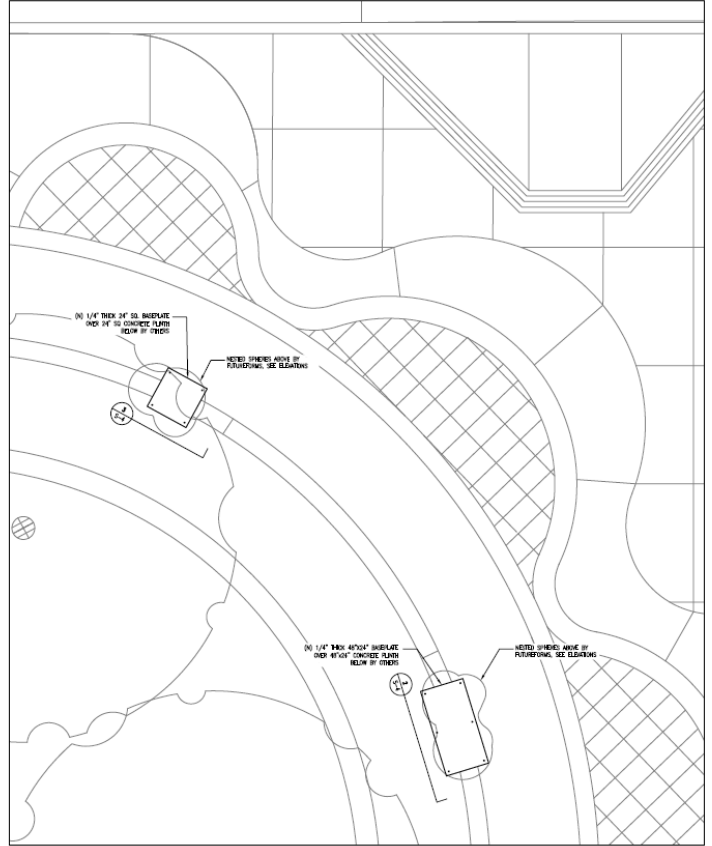
Color Palette and Materials

# EXHIBIT A

## San Francisco FUTUREFORMS Potrero Gateway Park



2 ARTWORK BASEPLATE PLAN  
17th & SAN BRUNO AVE. 1/8" = 1'-0"



1 ARTWORK BASEPLATE PLAN  
17th & VERMONT ST. 1/8" = 1'-0"

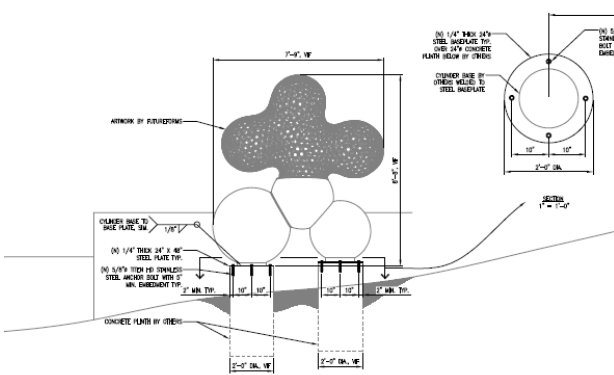


### Sculpture Artwork Baseplate Plan View

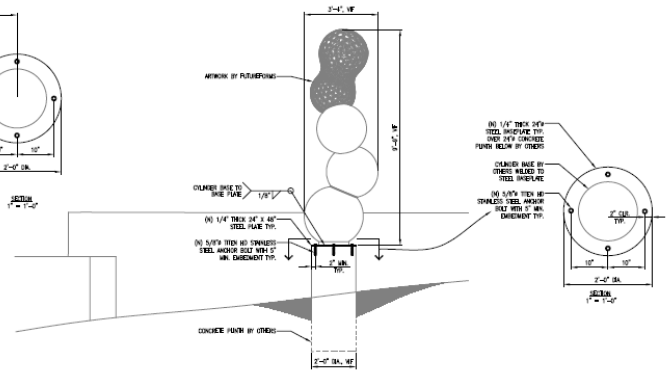


# EXHIBIT A

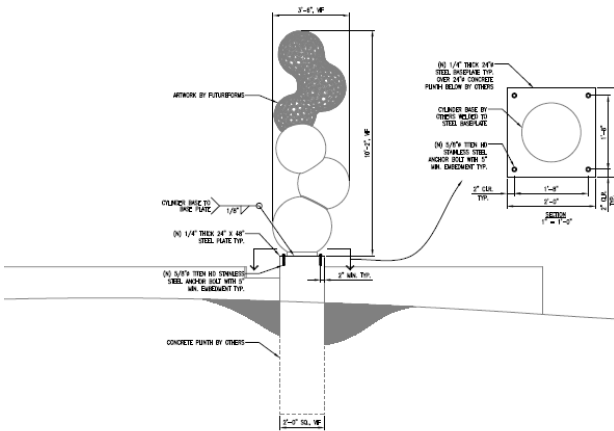
## San Francisco FUTUREFORMS Potrero Gateway Park



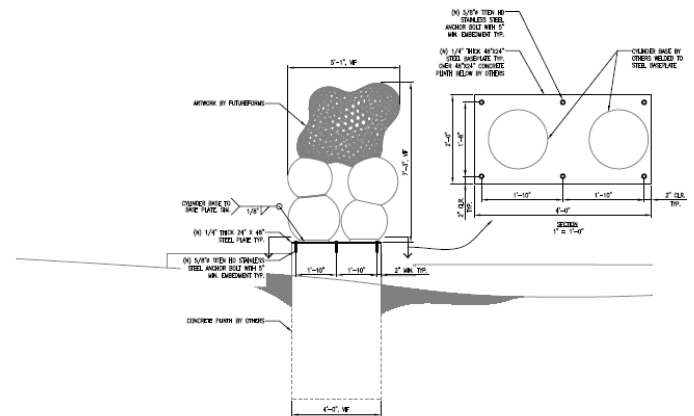
1 ARTWORK 1 ELEVATION  
17th & SAN BRUNO AVE. 1/8" = 1'-0"



2 ARTWORK 2 ELEVATION  
17th & SAN BRUNO AVE. 1/8" = 1'-0"



3 ARTWORK 3 ELEVATION  
17th & VERMONT ST. 1/8" = 1'-0"



4 ARTWORK 4 ELEVATION  
17th & VERMONT ST. 1/8" = 1'-0"

### Sculpture Concrete Footing Sections

Visit San Francisco's new website, [SF.gov](https://www.sfgov.gov)

## San Francisco Arts Commission

### Full Commission - July 12, 2021 - Minutes

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**Meeting Date:**

July 12, 2021 - 2:00pm

**Related Meeting Content:**

[Agenda](#)

[Supporting Documents](#)

**Location:**

**MEETING OF THE FULL ARTS COMMISSION**

Monday, July 12, 2021

2 p.m.

Remote Meeting via video and teleconferencing

**Minutes**

President Ordeñana called the meeting to order at 2:01 p.m.

**1. Roll Call**

(0:25)

**Commissioners Present**

Roberto Ordeñana, President

Janine Shiota, Vice President

Yakuh Askew

Suzanne Ferras

Yiyang Lu

Nabiel Musleh

Linda Parker Pennington

Abby Sadin Schnair

Kimberlee Stryker

Debra Walker

Paul Woolford

Joel Koppel, ex officio

**Commissioners Absent:**

JD Beltran (joined the meeting at 2:03 p.m.)

Charles Collins

Marcus Shelby (joined the meeting at 2:44 p.m.)

**Staff Present:**

Ralph Remington, Director of Cultural Affairs  
Joanne Lee, Deputy Director of Programs  
Sandra Panopio, Senior Racial Equity and Policy Analyst  
Susan Pontious, former Director of Public Art and Collections  
Alyssa Ventre, Commission Secretary

President Ordeñana announced the virtual meeting instructions.

Commission Secretary Alyssa Ventre announced public comment instructions.

## 2. Approval of Minutes

(5:30)

Commissioner Parker Pennington, seconded by Commissioner Beltran moved to approve the June 7, 2021 minutes.

There was no public comment.

The motion unanimously carried by the following vote:

Ayes: Ordeñana, Shiota, Askew, Beltran, Ferras, Lu, Musleh, Parker Pennington, Schnair, Stryker, Walker, Woolford

**RESOLUTION NO. 0712-21-150:** Motion to approve the June 7, 2021 minutes.

## 3. General Public Comment

(7:40)

There was no public comment.

## 4. Director's Report

(8:50)

Director Remington reported on a number of activities including the recent budget hearings and upcoming job openings. He also announced the current calls for artists and grant proposals. He also shared information about a new initiative called #SFWednesdays and the opening of Monumental Reckoning and Mildred Howard's Youth Artist Residency Program.

Commissioners asked if the upcoming Prop E presentation could be shared on the agency's website and how best to inform the public of the entire process.

Commissioner Walker left the meeting at 2:10 p.m.

### Public Comment:

Patrick Simms, Executive Director of Peoples in Plazas, referred to the SF Wednesday Program. He described the upcoming Peoples in Plazas programming and said he was hoping to partner for the SF Wednesdays initiative.

Anonymous, a San Francisco resident, spoke as a beneficiary of Peoples in Plazas. They said they are one of the musicians in the program. He spoke in support of Peoples in Plazas and described the value of the program.

Adrian, a San Francisco resident, said they are a participant in People in Plazas. They voiced their support for Peoples in Plazas and described the impact of the program. They explained how the program has been an asset to the City and hope that the entertainment can continue.

Caroline Chung, a Bay Area musician, spoke in support of People in Plazas. She said the organization has supported her as

a woman of color and explained how the program supports the community. She spoke about the budget and hoped they can continue to have more shows.

Lee Waterman, band leader for 25 years in the Bay Area. He reiterate previous callers mentioned People in Plazas. They've been a great support to the musicians. Asked if the program can get funding. Interested in submitting people in plazas for SFAC funding if possible.

Director Remington shared information about the process for partnership relating to SF Wednesdays. He explained that SF Wednesdays is being coordinated by the Mayor's Office, Grants for the Arts and Intersection for the Arts. He noted that Peoples in Plazas were invited to participate and the organization declined. He offered to connect the People in Plazas leadership to the appropriate contact for the initiative.

President Ordeñana offered to keep the community apprised if the agency has more information via our website or social media and confirmed that the Arts Commission is not the lead on this program.

## **5. Quarterly Racial Equity Update**

(41:20)

Senior Racial Equity & Policy Analyst Sandra Panopio said the agency is continuing to work on internal measures and policies. She explained the current priorities which include updating professional development policy, creating an outreach plan for open job opportunities, creating an internal land acknowledgment committee and re-sharing the commissioner contact form including demographic information and a commissioner recommendation form, standardizing demographic data.

Commissioner Parker Pennington thanked Ms. Panopio for the update. Ms. Panopio confirmed that commissioners will receive the links to open job opportunities and asked for commissioner feedback regarding any listserves or distribution lists that the agency should include for outreach.

There was no public comment.

## **6. Committee Reports and Committee Matters**

(47:38)

### **1. Executive Committee**

(47:45)

President Ordeñana said Director Remington provided a city budget process update. Commissioners requested updates on Prop E, arts hub and a budget presentation to the full commission. He noted that the committee passed a motion to approve the acceptance of one donation, a motion to approve two panelists and a recommendation to fill two vacants position on the Advisory Committee of Street Artists and Crafts Examiners. He also noted there was a racial equity report.

There was no public comment.

### **2. Civic Design Review Committee**

(49:50)

Commissioner Stryker shared information from the last Civic Design Review meeting which included approving the Yerba Buena Island Bridges project and reviewing the Muni Metro East Expansion project. She thanked Susan Pontious for her public art annual report presentation. She added that the Maxine Hall Health Center project went through staff/commissioner review. She noted that this change was made possible due to the updated CDR guidelines and noted that the new guidelines are working well.

There was no public comment.

### 3. Visual Arts Committee

(52:30)

1. Commissioner Ferras shared highlights from the June Visual Arts Committee including a motion that was tabled at the last meeting. She also noted there were exciting projects at SFO including the Kadish Gallery. She introduced former Director of Public Art Susan Pontious to present the public art program annual report.

Commissioner Walker joined the meeting at 3:08 p.m.

Commissioners thanked Ms. Pontious for her incredible work in partnership with the Visual Arts Committee and the public art staff.

There was no public comment.

Commissioner Shelby joined the meeting at 3:15 p.m.

2. Commissioner Ferras introduced the C.G. Jung Institute regarding Layla by Joe Mangrum item.

Commissioner Beltran, seconded by Commissioner Schnair moved to approve the item as presented.

#### Public Comment:

Joe Mangrum thanked the Commission, Susan Pontious and Debra Walker for their support the last few weeks. He said he worked hard and that he's excited to refabricate this piece. He thanked the Jung institute and Adam Frey. He said he hopes to extend the longevity of the piece for another twenty years. He also congratulated Susan on her semi-retirement.

Adam Frey said he submitted a written petition and attended the meeting to answer any questions. He thanked Susan Pontious and Lauren Curry for helping to work through details on how to come to an agreement.

Commissioner Lu asked for more background information. Commissioner Ferras provided a brief summary of the issue and Ms. Pontious provided additional details and confirmed that all parties are happy with the solution.

Commissioner continued to discuss the item.

#### Additional Public Comment:

Brooke Oliver, speaking as Joe Mangrum's lawyer, explained that all parties involved worked hard to create an agreement. She said that the artist is satisfied with the agreement. She said he wishes more money could have been invested in the removal of the piece but she noted that Mr. Mangrum used his own funds to make this happen. She said that this is the first time an agreement like this has been negotiated and she said it's creative and a forward thinking solution. She described the environmental aspects of *Layla* and *Layla 2*.

The motion unanimously carried by the following vote:

Ayes: Ordeñana, Shiota, Askew, Beltran, Ferras, Lu, Musleh, Parker Pennington, Schnair, Stryker, Walker, Woolford

**RESOLUTION NO. 0712-21-151:** Joe Mangrum (Artist) and the Jung Institute have reached an agreement whereby Artist, through his contractor, may remove the central figure of his terrazzo artwork, Layla, located at the S.W. corner of Mission Street and 22nd Street. Subject to the conditions in that agreement, the Commission authorizes the Artist to remove Layla. Upon removal, the Commission approves the deaccession of Layla from the Civic Art Collection, and title of Layla shall revert to Artist. It is understood and agreed that in the course of removal by Artist's contractor

Layla may be destroyed, and such destruction is at the Artist's own risk. Jung Institute and Artist have further agreed that if Artist cannot remove Layla within 10 days of Artist's contractor receiving a permit or permission from SFPUC or Jung Institute's General Contractor to start work under either's permit, or in the event removal fails for any reason on or before one month from today, then Jung Institute shall have the right to destroy Layla as part of its development; on the condition, however, that Jung Institute and Artist will re-create Layla. The Commission therefore authorizes the Jung Institute to destroy Layla subject to those conditions. The Commission further authorizes the Director of Cultural Affairs to enter into an Agreement with the Artist for his participation in the re-created Layla, with the working title of Layla 2, and to pay Artist \$5,000 for his work. Upon final completion, the Commission approves the accession of Layla 2 (working title) into the Civic Art Collection.

## 7. Consent Calendar

(1:28:53)

President Ordeñana introduced the consent calendar items.

Commissioner Beltran, seconded by Commissioner Shiota moved to approve the consent calendar items, as presented.

Ayes: Ordeñana, Shiota, Askew, Beltran, Ferras, Lu, Musleh, Parker Pennington, Schnair, Shelby, Stryker

### **RESOLUTION NO. 0712-21-152**

Approval: RESOLVED, that this Commission does hereby adopt the following items on the Consent Calendar and their related Resolutions:

1. **RESOLUTION NO. 0712-21-153:** Motion to Motion Civic Design Committee Meeting Minutes of June 21, 2021
2. **RESOLUTION NO. 0712-21-154:** Motion to approve the Executive Committee Meeting Minutes of June 28, 2021
3. **RESOLUTION NO. 0712-21-155:** Motion to approve the Visual Arts Committee Meeting Minutes of June 16, 2021

#### **Civic Design Review Committee Recommendations (June 21, 2021, [link to agenda](#))**

4. **RESOLUTION NO. 0712-21-156:** Motion to approve Phase 2 of the Muni Metro Expansion Project as presented.
5. **RESOLUTION NO. 0712-21-157:** Motion to approve Phase 1 of the YBI Westside Bridges Retrofit Project as presented with the understanding that the artist will consider the feedback given by the committee in future development of this project.

#### **Executive Committee Recommendations (June 28, 2021, [link to agenda](#))**

6. **RESOLUTION NO. 0712-21-159:** Motion to approve the acceptance of one donation to the Arts Commission totaling \$160,000 to support the Dr. Maya Angelou Sculpture Project. The donation is through the Schwab Charitable's The Miner/Anderson Fund.
7. **RESOLUTION NO. 0712-21-160:** Motion to approve the following panelists to serve, as selected by staff, on SFAC review panels for the 2021-2022 and 2022-2023 fiscal years:

Patrick Makuakāne  
Joanna Haigood

8. **RESOLUTION NO. 0712-21-161:** Motion to recommend to the Mayor two (2) candidates to fill two (2) vacant positions on the Advisory Committee of Street Artists and Crafts Examiners: Mai Kong and Gina Zetts.

#### **Visual Arts Committee Recommendations (June 16, 2021, [link to agenda](#))**

9. **RESOLUTION NO. 0712-21-162:** Motion to approve Together We Grow Resilient, a mural design by artists Deirdre Weinberg, Julia Barzizza, and Flavia Mora. The mural will be installed on the building at 375 Laguna Honda Blvd. at

Woodside Ave. The painted mural will measure approximately 6.5-8 ft. high by 200 ft. wide. The project is funded by a District 7 Participatory Budget Grant. The painted mural will not become part of the Civic Art Collection.

10. **RESOLUTION NO. 0712-21-163:** Motion to rescind RESOLUTION 0503-21-113 approving the list of artworks for purchase and display at San Francisco International Airport's Kadish Gallery, as recommended by the artist review panel, with corrected purchase prices.
  
11. **RESOLUTION NO. 0712-21-158:** Motion to approve the amended list of artworks for purchase and display at San Francisco International Airport's Kadish Gallery, as recommended by the artist review panel, with corrected purchase prices.

#### Natural Landscape

Ansel Adams, Moon and Half Dome, Yosemite National Park, CA, gelatin silver print, 9-1/4" x 7-1/4", 1960, \$9,500  
Robert Adams, Dead Palms, Partially Uprooted, Ontario, California, gelatin silver print, 16" x 20", 1983, \$21,000  
Robert Adams, La Loma Hills, Colton California, gelatin silver print, 16" x 20", 1983, \$19,000  
Wynn Bullock, Let There be Light, silver gelatin print, 7-1/2" x 9-1/2", 1954, \$25,000  
Wynn Bullock, Rocks and Waves, silver gelatin print, 7-1/2" x 9", 1968, \$10,000  
Wynn Bullock, Tree Trunk, vintage gelatin silver print, 7-1/2" x 9-1/2", 1971, \$15,000  
Linda Connor, Leaf, California, contact print on printing out paper, 8" x 10", 1972, \$3,500  
Imogen Cunningham, Log on Beach, vintage gelatin silver print, 7-1/2" x 9-1/4", 1948, \$25,000  
Richard Misrach, Burnt Forest and Half Dome, Yosemite, pigment print, 30" x 37", 1988, \$18,000  
Richard Misrach, Dead Fish, Salton Sea, pigment print, 20" x 24", 1983, \$18,000  
Brett Weston, Garrapata Beach, California, gelatin silver print, 7-1/2" x 9-1/2", 1954, \$10,000  
Edward Weston, China Cove, gelatin silver print, 7-1/2" x 9-1/2", date unknown, \$6,000  
Edward Weston, Dante's View, gelatin silver print, 7-1/4" x 9-1/4", 1938, \$8,000

#### Community/Documentary

Ricardo Alvarado, Band playing at Flat Party, archival pigment print, 20" x 24", date unknown, \$1,900  
Janet Delaney, "Cookies not Contras," Peace, Jobs and Justice Parade, (from Public Matters, 1982-1988), archival pigment print, 9" x 9", 1986, \$1,500  
Janet Delaney, Dominique DiPrima on Stage (from Public Matters, 1982-1988), archival pigment print, 9" x 9", 1985, \$1,700  
Janet Delaney, I May Not Get There...First Martin Luther King Jr. Day Parade, (from Public Matters, 1982-1988), archival pigment print, 9" x 9", 1986, \$1,500  
Janet Delaney, The Carnival Ride (from Public Matters, 1982-1988), archival pigment print, 9" x 9", 1985, \$1,500  
Janet Delaney, Woman with Mexican Flag (from Public Matters, 1982-1988), archival pigment print, 9" x 9", 1985, \$1,500  
Janet Delaney, Young Couple at Carnaval (from Public Matters, 1982-1988), archival pigment print, 9" x 9", 1984, \$1,500  
Anthony Hernandez, Public Transit Areas #6, gelatin silver print, 30" x 40", 1979, \$9,000  
Anthony Hernandez, Public Transit Areas #8, gelatin silver print, 30" x 40", 1979, \$9,000  
Anthony Hernandez, Public Transit Areas #10, gelatin silver print, 30" x 40", 1980, \$9,000  
Anthony Hernandez, Public Transit Areas #46, gelatin silver print, 30" x 40", 1979, \$9,000  
Michael Jang, At Home with the Jangs, archival pigment print, 30" x 40", 1973, \$10,000  
Michael Jang, Chris Skiing, archival pigment print, 40" x 30", 1973, \$10,000  
Michael Jang, Lucy Wearing Green, archival pigment print, 30" x 40", 1973, \$10,000  
David Johnson, 1223 Fillmore Street, archival pigment print, 20" x 24", C.1940s, \$1,900  
David Johnson, A Crowd at the Primalon Ballroom, archival pigment print, 20" x 24", C.1950s, \$1,900  
David Johnson, Bird's-Eye View of Fillmore Street, Looking South Towards Post Street and Geary Street, archival pigment print, 20" x 24", C.1940s, \$1,900  
David Johnson, Dancing in a Fillmore Flat, archival pigment print, 20" x 24", C.1940s, \$1,900  
David Johnson, Dancing at a Fillmore Nightclub, archival pigment print, 20" x 24", C.1940s, \$1,900  
David Johnson, David Robinson, The Bass Player for Roy Milton's Band, on the Floor of the Primalon Ballroom,

archival pigment print, 20" x 24", C.1940s, \$1,900  
David Johnson, Rhythm Records, 1980 Sutter Street, archival pigment print, 20" x 24", 1947, \$1,900  
Wesley Johnson, Crowd at Texas Playhouse, September 10, 1958, archival pigment print, 20" x 24", 1958, \$1,900  
Wesley Johnson, Bar Patrons Outside the Club Flamingo, archival pigment print, 20" x 24", C.1940s, \$1,900  
Wesley Johnson, Earl Grant on Organ, Junius Simmons on Guitar, Blue Mirror, archival pigment print, 20" x 24", 1956, \$1,900  
Wesley Johnson, Lottie "The Body" Claiborne and her Husband Harlem Globetrotters Star Goose Tatum at a Good-Bye Party at the Texas Playhouse, Celebrating their Trip to Yokohama, Japan, archival pigment print, 20" x 24", C.1950s, \$1,900  
Jerry Stoll, Jam Session Inside Bop City, archival pigment print, 20" x 24", date unknown, \$1,900  
Unknown Photographer, A 1951 jam session inside Bop City, archival pigment print, 20" x 24", 1951, \$1,900  
Unknown Photographer, Deborah Saunders King Collection, Saunders King with One of His Many Hollow-Body Guitars, archival pigment print, 20" x 24", C.1970s, \$1,900  
Unknown Photographer, Singer Sweetie Mitchell, Saxophonist Sammy Simpson, and Unknown Band at an Unknown Fillmore Club, archival pigment print, 20" x 24", C.1950s, \$1,900  
Garry Winogrand, Klamath River, California, gelatin silver print, 14" x 11", 1964, \$9,500  
Garry Winogrand, Los Angeles International Airport, gelatin silver print, 14" x 11", 1964, \$21,000

#### Built Environment

John Divola, Zuma #5, archival digital color pigment print, 24" x 30", \$10,000  
John Divola, Zuma #12, archival digital color pigment print, 24" x 30", \$10,000  
John Divola, Zuma #70, archival digital color pigment print, 24" x 30", \$10,000  
Lee Friedlander, Alameda, California, gelatin silver print, 11" x 14", 1967, \$9,500  
Lee Friedlander, Los Angeles, California, gelatin silver print, 11" x 14", 1970, \$14,000  
Fred Lyon, Boy on Bicycle, Cabrillo and 22nd Avenue, gelatin silver print, 14" x 11", C.1950s, \$2,500  
Fred Lyon, Fairmont Hotel in Fog atop San Francisco's Nob Hill, vintage gelatin silver print, 14" x 11", C.1950s, \$7,500  
Catherine Wagner, Arch Construction IV, George Moscone Site, San Francisco, archival pigment print, 20" x 24", 1978, \$12,000  
Catherine Wagner, Northern Vista, George Moscone Site, San Francisco, archival pigment print, 20" x 24", 1978, \$12,000  
Edward Weston, Plasterworks, gelatin silver print, 9-1/8" x 7-1/4", 1927, \$12,000

12. **RESOLUTION NO. 0712-21-164:** Motion to rescind RESOLUTION 1202-19-323 authorizing the Director of Cultural Affairs to increase the contract with White Light Inc. for an artwork at Central Subway Union Square Market Street Station from \$448,623 to an amount not to exceed \$458,723 (an increase of \$10,100) to allow for additional engineering services required of the project.
13. **RESOLUTION NO. 0712-21-165:** Motion to authorize the Director of Cultural Affairs to increase the contract with White Light Inc. for an artwork at Central Subway Union Square Market Street Station from \$448,623 to an amount not to exceed \$458,823 (an increase of \$10,200) to allow for additional engineering services required for the project.
14. **RESOLUTION NO. 0712-21-166:** Motion to approve the artwork Arc-Cycle by Catherine Wagner as installed at Central Subway Yerba Buena Moscone Station Headhouse and Concourse Level.
15. **RESOLUTION NO. 0712-21-167:** Motion to approve the artwork Face C/Z by Leslie Shows as installed at Central Subway Yerba Buena Moscone Station Ticketing Hall.
16. **RESOLUTION NO. 0712-21-168:** Motion to approve the project plan for the Muni-Metro East Expansion Project.



17. **RESOLUTION NO. 0712-21-169:** Motion to approve the 9 final designs by Skywatchers for the 2021 Art on Market Street Kiosk Poster Series.
18. **RESOLUTION NO. 0712-21-170:** Motion to approve the relocation of Pepe Ozan's sculpture Invocation from the Cesar Chavez Pedestrian Overpass (Cesar Chavez and Vermont St.) to Palega Park.
19. **RESOLUTION NO. 0712-21-171:** Motion to approve the Project Plan for the Mission Creek Park public art project.
20. **RESOLUTION NO. 0712-21-172:** Motion to approve the list of two-dimensional artworks for purchase or licensing and display at the Southeast Community Center at 1550 Evans, as recommended by the artist review panel:
  - African American Academy/Fely Tchaco, Bayview Shore Candlestick Park, 2021, Oil on Canvas, 24 in x 20 in, \$2500
  - African American Academy/Fely Tchaco, Fam Elegance Ethnic Art Deco, 2020, Digital Art (print on canvas), 60 in x 40 in, \$1500 (for licensing)
  - Louisiana Bendolph, Shared Legacy, 2007, Color Intaglio Print, 31 in x 34.5 in, \$3000
  - Louisiana Bendolph, Look Underneath, 2013, Color Intaglio Print, 37 in x 32 in, \$2500
  - Suhas Bhujbal, Market # 10, 2018, Oil on panel, 36 in x 68 in, \$1500 (for licensing)
  - Suhas Bhujbal, Ocean Breeze, 2017, Oil on panel, 36 in x 68 in, \$1500 (for licensing)
  - Suhas Bhujbal, On the Way to Work, 2017, Oil on canvas, 48 in x 48 in, \$4000
  - Rodney Ewing, Resurrection (Henrietta Lacks), 2016, Silkscreen and dry pigment on paper, 60 in x 40 in, \$4000
  - Rodney Ewing, Brothers and Sisters, 2016, Silkscreen and dry pigment on paper, 60 in x 40 in, \$4000
  - Nina Fabunmi, Pride, 2013, Oil on canvas, 36 in x 36 in, \$2910
  - Nina Fabunmi, DEEP IN A MAN, 2014, Oil on canvas, 30 in x 40 in, \$2550
  - Juan R. Fuentes, Hermanita III, 2021, Linocut, 22 in x 28 in, \$1200
  - Juan R. Fuentes, En El Cielo, 2019, Linocut/Watercolor, 22 in x 30 in, \$800
  - Frederick Hayes, Green with Envy, 2020, Acrylic, 24 in x 18 in, \$1500 (for licensing)
  - Frederick Hayes, Old School No Fool, 2020, Graphite, 17 in x 14 in, \$1500 (for licensing)
  - Ivan Lopez, Eagle Warrior America (Wild Human), 2019, Acrylic on upcycled wood, 36.5 in x 31, \$2200
  - Ivan Lopez, Yellow Sun Power, 2019, Acrylic on wood, 36.5 in x 31, \$2200
  - Derek Macario, Skating Through, 2018, Film Photography, digital scan print, 20 in x 20 in, \$250
  - Derek Macario, Bayview Wheelie, 2017, Film Photography, digital scan print, 20 in x 20 in, \$500
  - Ata'ataoletaeao McNealy, The Afro, 2020, Acrylic on canvas, 36 in x 24 in, \$2750
  - Ata'ataoletaeao McNealy, Thee Fine-Apple, 2020, Acrylic on canvas, 36 in x 24 in, \$3000
  - Boon Heng Pang, Ohlone Prayers For The Future, 2021, Acrylic, mixed media, canvas on aluminum panel, 42 in x 60 in, \$3800
  - Boon Heng Pang, Ohlone Prayers From Our Past, 2021, Acrylic, mixed media, canvas on aluminum panel, 42 in x 60 in, \$3800
  - William Rhodes, Soul of San Francisco Quilt, 2020, Paint, pencil, pen and fabric, 51 in x 63 in, \$4000
  - William Rhodes, Bayview Heroes, 2020, Paint, pencil, pen and fabric, 48 in x 70 in, \$4000
  - Rhonel Roberts, Pops, 2007, Acrylic on canvas, 36 in x 40 in, \$4000
  - Rhonel Roberts, Dad and Me, 2015, Acrylic on paper, 22 in x 30 in, \$1850
  - Blanca Estela Rodriguez Mandujano, Sisters, 2021, Photography, 45 in x 30 in, \$2000
  - Blanca Estela Rodriguez Mandujano, Trust, 2021, Photography, 45 in x 30 in, \$2000
  - Ron Saunders, Of This Earth I, 2015, Photogram-Sepia Toned Gelatin Silver Print, 20 in x 16 in, \$1800
  - Ron Saunders, Hands of The Ancestors, 2015, Archival pigment print, 24 in x 20 in, \$1800
  - Malik Seneferu, MalikSArt3, 2021, Acrylic on canvas, 36 in x 36 in, \$1500 (for licensing)
  - Malik Seneferu, On The Move, 2016, Acrylic on canvas, 36 in x 48 in, \$1500 (for licensing)
  - Claudio Talavera-Ballon, El Escribidor, 2018, Oil on canvas, 28 in x 22 in, \$2000
  - Claudio Talavera-Ballon, Kitzia, La Visionaria (The Visionary), 2018, Oil on canvas, 32 in x 41.5 in, \$1500
  - Nga Trinh, Hang In The Balance, 2018, Origami, 40 in x 32 in, \$4000
  - Nga Trinh, Butterflies' Flowers, 2017, Origami, 40 in x 32 in, \$4000
  - Ira Watkins, Animals on the Move, 1998, Acrylic on canvas, 48 in x 48 in, \$4000
  - Ira Watkins, The Shipyard (Repairing Ships), 1999, Pastel on paper, 24 in x 36 in, \$1200

Ira Watkins, The In Crowd, 2000, Acrylic on wood cutout, 40 in x 48 in, \$3000

21. **RESOLUTION NO. 0712-21-173:** Motion to approve artist Machinic LLC (DBA Futureforms) and proposal for the Potrero Gateway Park Public Art Project, as recommended by the artist review panel.

22. **RESOLUTION NO. 0712-21-174:** Motion to authorize the Director of Cultural Affairs to enter into contract with artist Machinic LLC (DBA Futureforms) for an amount not to exceed \$217,000 for design, fabrication, transportation and installation of an artwork at Potrero Gateway Park.

## 8. New Business and Announcements

(1:31:50)

Commissioners discussed the importance of getting vaccinated and to stay safe as the pandemic continues.

Commissioners asked about a Prop E funding presentation, an ArtsHub update and the steps to review the criteria for allocating funding to arts organizations.

Director Remington reiterated that the agency will be presenting on Prop E funding in September. He added that there are internal staff discussions relating to the agency's granting process.

Commissioners continued to discuss the importance of wearing masks. Commissioner Lu added that artwork on masks could encourage the public to wear masks.

There was no public comment.

## 9. Adjournment

There being no further business, the meeting was adjourned at 3:46 p.m.

Posted 7/26/2021, 2:20p, adv

Approved 8/2/2021

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### Archives Available

A recording of this meeting will be available online after the meeting at the following address: <https://sfgov.org/arts/audio-archive-8>.

### Language Accessibility

Translated written materials and interpretation services are available to you at no cost. For assistance, please notify Commission Secretary **Alyssa Ventre, 415-252-2255, [Alyssa.ventre@sfgov.org](mailto:Alyssa.ventre@sfgov.org)**.

我們將為閣下提供免費的書面翻譯資料和口譯服務。如需協助， Commission Secretary **Alyssa Ventre, 415-252-2255, [Alyssa.ventre@sfgov.org](mailto:Alyssa.ventre@sfgov.org)**

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**FutureForms Artwork for Potrero Gateway Project**

**Arts Commission Activities**

**Artist Selection Panels, Design Review and Approval Meetings, Community Engagement Meetings**

*All meetings were open to the public with an opportunity provided for public comment*

Date	Meeting	Action	Notes
November 30, 2020	SFAC Communications and Outreach	Request for Qualifications Issued	
February 12, 2021	Artist Qualification Panel	RFQ applications of 101 artists reviewed. Two rounds of voting and discussion yields 13 finalists.	
February 16, 2021	Artist Selection Panel #1	Panel reviews and scores the qualifications of 13 artists selected by the Qualification Panel relative to the advertised criteria in the RFQ. Two rounds of voting and discussion yields 4 finalists.	
June 14, 2021	Artist Selection Panel #2	<p>Panel interviews 3 artist finalists for opportunity to develop a conceptual proposal for the project. Artists discuss their past projects, interest in the Potrero Gateway public art opportunity, and any initial ideas/approaches they are considering for the project. The panel discusses and scores the artists.</p> <p>The highest scored artist, Machinic LLC (DBA Futureforms), is selected for recommendation to the Arts Commission.</p>	
June 16, 2021	Visual Arts Committee	<p>Project Manager Zoë Taleporos presented the recommended artist team, Futureforms, and their proposal for the Potrero Gateway Park public art project. Ms. Taleporos stated that the Arts Commission will enter into a MOU with Public Works for the development of a public artwork at this site. The budget for the artwork is \$217,000 and the artwork will not be accessioned into the City’s art collection, but will become property of Caltrans. The motions were unanimously approved.</p> <p><b>Motion:</b> to approve artist Machinic LLC (DBA Futureforms) and proposal for the Potrero Gateway Park Public Art Project, as recommended by the artist review panel.</p> <p><b>Motion:</b> to authorize the Director of Cultural Affairs to enter into</p>	

		contract with artist Machinic LLC (DBA Futureforms) for an amount not to exceed \$217,000 for design, fabrication, transportation and installation of an artwork at Potrero Gateway Park.	
July 21, 2021	Full Arts Commission	<p>Commission approves the VAC recommendations of the following motions.</p> <p><b>Motion:</b> to approve artist Machinic LLC (DBA Futureforms) and proposal for the Potrero Gateway Park Public Art Project, as recommended by the artist review panel.</p> <p><b>Motion:</b> to authorize the Director of Cultural Affairs to enter into contract with artist Machinic LLC (DBA Futureforms) for an amount not to exceed \$217,000 for design, fabrication, transportation and installation of an artwork at Potrero Gateway Park.</p>	<p>RESOLUTION NO. <b>0712-21-173</b></p> <p>RESOLUTION NO. <b>0712-21-174</b></p>
November 17, 2021	Visual Arts Committee	<p>Project Manager Zoe Taleporos presented the Design Development Documents by Futureforms for an artwork at Potrero Gateway Park. The original proposed work consisted of galvanized steel plant wells, which would allow plant roots to grow into the ground. The sculptures were to be bolted to the retaining wall and soil, plantings, irrigation, and lighting were to be provided by Public Works. However, new factors, such as the inclusion of ADA accessible curb ramps and changes to the retaining walls didn't accommodate the original design concept without violating ADA code.</p> <p>The revised designs are freestanding sculptures that retain the same look and feel as the original planters. The sculptures will range in height from 6 ft. 9 in. to 9 ft. 1 in. and widths from 3 ft. 6 in. to 7 ft. 1 in. For the San Bruno side, the works will sit atop cast concrete plinths. For the Vermont St. side, Public Works will integrate the artwork foundation into the middle retaining wall. The motion was unanimously approved.</p> <p><b>Motion:</b> to approve the Design Development Documents (revised artwork placement and attachment system) by Futureforms for an artwork at Potrero Gateway Park.</p>	

December 6, 2021	Full Arts Commission	<p>Commission approves the VAC recommendations of the following motion.</p> <p><b>Motion:</b> to approve the Design Development Documents (revised artwork placement and attachment system) by Futureforms for an artwork at Potrero Gateway Park.</p>	RESOLUTION NO. <b>1206-21-266</b>
June 15, 2022	Visual Arts Committee	<p>Project Manager Aleta Lee gave a brief description of the Potrero Gateway project and introduced the artist team FutureForms to share the revised artwork design. The artists shared changes to the project site, including a different color palette, smaller sidewalk dimensions, and shifting wall configurations and fences, which required the initial artwork proposal to evolve. The artwork now consists of four sculptures grouped in two pairs, on the east side of the overpass and one on the west side. The sculptures will be placed within the planters on plinths. Each sculpture is unique with its own scale and configuration. The sculptures are intended to be heavier and more rounded at the base and lighter at the top. The spheres are all different finishes of stainless steel or will be painted with metallic Tnemec paint color.</p> <p>The commissioners asked about the maintenance and climb ability of the sculptures. The artists shared that the materials should be easily cleaned, especially the lower sections, but are also being designed to be taken apart for easier deep cleaning in the future. Additionally, each sculpture can withstand a few hundred pounds of weight on them if a person were to climb the artwork. There was no public comment, and the motion was unanimously approved.</p> <p><b>Motion:</b> to approve Design Development Phase deliverables (revised design) and Construction Document Phase deliverables (Structural Engineering Drawings) by FutureForms for the Potrero Gateway Project pending approval from Caltrans.</p>	

July 11, 2022	Full Arts Commission	<p>Commission approves the VAC recommendations of the following motion.</p> <p><b>Motion:</b> to approve the Design Development Documents (revised artwork placement and attachment system) by Futureforms for an artwork at Potrero Gateway Park.</p>	RESOLUTION NO. <b>0711-22-128</b>
August 17, 2022	Visual Arts Committee	<p>Committee approves the following Consent Calendar item:</p> <p><b>Motion:</b> to approve Design Development Phase deliverables (revised Final Design) by FutureForms for the Potrero Gateway Project.</p>	
September 12, 2022	Full Arts Commission	<p>Commission approves the VAC recommendations of the following motion.</p> <p><b>Motion:</b> to approve Design Development Phase deliverables (revised Final Design) by FutureForms for the Potrero Gateway Project.</p>	RESOLUTION NO. <b>0912-22-153</b>

## Introduction Form

*(by a Member of the Board of Supervisors or the Mayor)*



I hereby submit the following item for introduction (select only one):

- 1. For reference to Committee (Ordinance, Resolution, Motion or Charter Amendment)
- 2. Request for next printed agenda (For Adoption Without Committee Reference)  
*(Routine, non-controversial and/or commendatory matters only)*
- 3. Request for Hearing on a subject matter at Committee
- 4. Request for Letter beginning with "Supervisor  inquires..."
- 5. City Attorney Request
- 6. Call File No.  from Committee.
- 7. Budget and Legislative Analyst Request (attached written Motion)
- 8. Substitute Legislation File No.
- 9. Reactivate File No.
- 10. Topic submitted for Mayoral Appearance before the Board on

The proposed legislation should be forwarded to the following (please check all appropriate boxes):

- Small Business Commission       Youth Commission       Ethics Commission
- Planning Commission       Building Inspection Commission       Human Resources Department

General Plan Referral sent to the Planning Department (proposed legislation subject to Charter 4.105 & Admin 2A.53):

- Yes                       No

*(Note: For Imperative Agenda items (a Resolution not on the printed agenda), use the Imperative Agenda Form.)*

Sponsor(s):

Subject:

Long Title or text listed:

Signature of Sponsoring Supervisor: