

**FIRST AMENDMENT TO THE AGREEMENT BETWEEN THE CITY OF SOUTH
SAN FRANCISCO AND RIDE ART, LLC**

THIS FIRST AMENDMENT TO THE PUBLIC ART AGREEMENT is made at South San Francisco, California, as of December 11, 2024 by and between THE CITY OF SOUTH SAN FRANCISCO (“City”), a municipal corporation, and Ride Art, LLC (“Contractor”), (sometimes referred together as the “Parties”) who agree as follows:

RECITALS

A. On July 28, 2021, City and Contractor entered that certain Public Art Agreement (“Agreement”) whereby Contractor agreed to design, fabricate, and install a sculpture located at the Caltrain Plaza. A true and correct copy of the Agreement and its exhibits is attached as Exhibit A.

B. City and Contractor now desire to amend the Agreement.

NOW, THEREFORE, for and in consideration of the promises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Contractor hereby agree as follows:

1. All terms which are defined in the Agreement shall have the same meaning when used in this Amendment, unless specifically provided herein to the contrary.
2. Article II: Compensation. Article II of the Agreement shall be amended such that the City agrees to pay Contractor a sum not to exceed \$ 470,250.00, with the understanding that up to \$392,000.00 has already been paid to Contractor.

Contractor agrees this is the City’s total contribution for payment of costs under the Agreement unless additional payments are authorized in accordance with the terms of the Agreement and said terms of payment are mutually agreed to by and between the parties in writing.

3. Scope of Services. The Scope of services is amended and attached as Exhibit B to this Amendment.

All other terms, conditions and provisions in the Agreement remain in full force and effect. If there is a conflict between the terms of this Amendment and the Agreement, the terms of the Agreement will control unless specifically modified by this Amendment.

[SIGNATURES ON THE FOLLOWING PAGE]

Dated: _____

CITY OF SOUTH SAN FRANCISCO

RIDE ART, LLC

By: _____

Sharon Ranals, City Manager

By: _____

Saori Russell, Artist

Attest:

By: _____

Jonathan Russell, Artist

City Clerk

Approved as to Form:

By: _____

City Attorney

EXHIBIT A



CONTRACT/AGREEMENT APPROVAL FORM

Date: 10/13/21

Name of Contract/Agreement: Caltrain Public Art Agreement

Originating Department/Responsible Person, ext.: Capital Projects - Philip Vitale

Vendor: RideArt

Routing Instructions: DocuSign

DS
PV

TYPE OF CONTRACT:

Other
New

Have there been any changes to the Contract Template? No Yes

CONTRACT AMOUNTS: Specified Amount(s) indicated below

	DATE	AMOUNT	DATE	AMOUNT
Original	7/28/21	464,000.00	3rd Amendment	
1st Amendment			4th Amendment	
2nd Amendment			TOTAL	464,000.00

APPROVAL AUTHORITY: Council

INSURANCE REQUIREMENTS:

Waivers requested No Yes (If Yes, Route to Risk Manager for signature first)

BUDGETARY: Included in Budget (Simpler report attached showing amounts)

Amount	Project String	Accounting String
464,000.00	pf2102-120-600	510-99999-5999

ATTACHMENTS:

- Agreement and all Exhibits
- Resolution (all contracts over \$150k)
- SIR Questionnaire
- Certificate of Insurance, naming City of South San Francisco as an Additional Insured

DEPARTMENT HEAD ACKNOWLEDGEMENT:

The contract, amendments, exhibits, insurance requirements/waivers and attachments have been reviewed and included.

RISK MANAGER APPROVAL OF INSURANCE WAIVER:

DocuSigned by: *Jacob King*
810C810A01F64D4...

CITY ATTORNEY APPROVAL OF ENTIRE AGREEMENT:

DocuSigned by: *Claire Lai*
951A604F45D4468...

Comments: _____

- Approval of Agreement
- Approval of Insurance
- Add Agreement to Contract Tracker

ASSISTANT CITY MANAGER'S APPROVAL:

DocuSigned by: *Mike Furrell*
6852134787CA4DB...
City Manager on behalf of Council

FINAL APPROVAL:

CITY CLERK:

- Please attest, keep a copy for your files, and return to Originating Department
- Please upload to Laserfiche and return to Originating Department

COPY SENT TO VENDOR:

CITY OF SOUTH SAN FRANCISCO PUBLIC ART AGREEMENT FOR CALTRAIN PLAZA

THIS AGREEMENT is made this 28th day of July 2021, by and between the City of South San Francisco, California, hereinafter called “City,” and Ride Art, LLC, hereinafter called “Artist” (hereinafter collectively called “Parties”).

WHEREAS, the City of South San Francisco solicited proposals for a Work of public art (hereinafter called “Work”) to be located at the Caltrain Plaza in South San Francisco (hereinafter called “Site”); and

WHEREAS, the Artist submitted a proposal for the Work pursuant to the City’s request for proposals; and

WHEREAS, the Artist was selected by the City to design, execute, fabricate, and install the Work at the Site; and

WHEREAS, the City and the Artist desire to set forth the terms upon which the Artist will produce and install the Work for the City.

NOW, THEREFORE, the City and the Artist, for the consideration and under the conditions hereinafter set forth, agree as follows:

ARTICLE I. SCOPE OF SERVICES

A. General

1. The Artist shall design, execute, fabricate, install, and document the Work as described in Exhibit A attached hereto and incorporated herein by reference. The specifications of the Work are as follows:

Title: Inspire

Dimensions: 25’ Height x 10’ Width

Medium: Brushed Stainless Steel, Powdercoated Stainless Steel and Cast Concrete

2. The permanent location for the Work at the Site shall be as described on the map attached hereto as Exhibit B and incorporated herein by reference. The Artist shall design and construct the sculpture so that as installed it will be structurally safe and sound in compliance with all current State of California Building and Seismic Standards in accordance with the Uniform Building Code.
3. Subject to review and acceptance by the City, the Artist shall determine the artistic expression, scope, design, color, size, context, and texture of the Work.

4. The Artist shall pay for actual, reasonable, and necessary costs for transportation, meals and lodging for the Artist representative while traveling to and from the Site.

B. EXECUTION OF THE WORK

1. The Artist shall complete the installation and fabrication of the Work in conformity with the specifications set forth in Article I, Section A, subsection 1 of this agreement and Exhibit A herein.
2. Prior to implementation of any changes in the Work, the Artist shall present to the City in writing, a detailed description of such proposed changes. The City shall have the right in its sole absolute discretion to approve or disapprove any changes suggested by the Artist. The Artist may implement changes only with the prior written approval of the City.
3. The City shall have the right to review the progress of the Work at reasonable times, and with advance notice, during the fabrication thereof. The Artist shall submit such reports regarding the progress of the Work as the City may request.
4. In the design, execution, fabrication, installation and documentation of the Work, the Artist shall comply with all applicable federal, state, and local laws, rules, and regulations, including those pertaining to Worker's Compensation insurance and employee liability insurance.
5. The Artist shall complete the fabrication and installation of the Work by within seven months of the date the Artist receives written notice from the City that the construction of the plaza, where the structure shall be installed, is approximately seven months from completion (hereinafter called 'Installation Date').

C. CITY OBLIGATIONS

1. The City shall perform all obligations in strict compliance with all terms and conditions in this Agreement.
2. The City shall be responsible for providing the Artist, at no expense to the Artist, copies of existing designs, drawings, reports, list of required permits, and other existing relevant data, if any, which is reasonably required by the Artist in order to design, fabricate, and install the Work.
3. The City shall be responsible for compliance with all applicable laws and regulations, including but not limited to zoning or environmental regulations.
4. The City shall make timely efforts to prepare the Site for installation of the Work on the Installation Date. The City shall take all reasonable measures to provide notice to the Artist of delays following the written notice of the Installation Date, described in Section B (5). In the event that the City fails to prepare the Site in accordance with this Agreement, or Artist is refused access to the Site as reasonably required, the Artist shall be excused from

any delay consequences, and the City shall be responsible for paying for reasonable transportation and storage costs, pursuant to Article III(A).

5. The City shall be responsible for any landscaping, as necessary and agreed to by the City, to integrate the Artwork into the Site before and after its installation, in accordance with the specifications detailed in the approved design concept in Section I(A) of this Agreement.

D. DELIVERY AND INSTALLATION

1. The Artist shall notify the City in writing when fabrication of the Work is completed, and the Artist is ready to deliver the Work and install it at the Site.
2. The Artist shall work with the City in the development of the plan for the site.
3. The Artist shall prepare the foundation design and engineering for review and approval by the City at no additional cost to the City. The City shall be responsible for all expenses, materials, labor, and equipment to prepare the Site foundation footing for the timely installation of the Work. The City shall waive all permit fees, license fees, and sales taxes. The Artist shall deliver and supervise the installation of the completed Work at the Site. Cost of installation shall be paid for by the City which shall include the use of a boom truck and related equipment. Cost of delivery shall be paid for by the Artist.
4. The Artist shall coordinate with the City to prepare the Site for installation. The City shall use its best efforts to arrange to temporarily modify and/or barricade the Site so as to effectively secure the Site and protect the public during installation of the Work.

E. POST-INSTALLATION

1. The Artist shall furnish the City with a full written narrative description of the Work.
2. The Artist shall provide to the City, written instructions for appropriate maintenance and preservation of the Work, including moving and reinstallation of the Work.
3. The City shall provide and install an identification plaque, which shall include the following information:

Title:
Artist:
Material:
Date:
Copyright ©

F. FINAL ACCEPTANCE

1. The Artist shall notify the City in writing when all services required by the Artist under the

Agreement (including those described in Article I, Section D) have been completed. The Artist shall, prior to final acceptance, provide the City with such lien and/or claim releases with respect to the Work as the City may require. The Artist releases claim to the Work upon final acceptance.

2. The City shall notify the Artist in writing of its final acceptance of the Work.
3. Final acceptance shall be determined by the City in its sole and absolute discretion. Such acceptance shall constitute the City's acknowledgement that the Work has been completed and installed according to the terms of this Agreement.
4. Title of ownership of the Work shall pass to the City upon final acceptance.

G. RISK OF LOSS

1. The risk of loss or damage to the Work shall be borne by the Artist until final acceptance, and the Artist shall take such measures as are necessary to protect the Work and the materials relating hereto from loss or damage and to insure the Work and the materials relating thereto until final acceptance.
2. The Artist shall maintain appropriate insurance on the Work, insuring against potential risk of loss, including but not limited to design, fabrication, transportation, and installation, in an amount acceptable and approved by the City's Risk Manager. The City shall be shown as an additional insured for general liability.

ARTICLE II. COMPENSATION

A. PAYMENT SCHEDULE

1. The City shall pay the Artist a fixed fee of \$464,000 which shall constitute full compensation for all services and materials to be performed and furnished by the Artist under this Agreement.
2. The \$464,000 fee shall be paid in the following phases with each installment except the Phase I installment to represent full and final payment for all services and materials provided for that phase:
 - a. Phase I – Design (Materials, Design Fee, Licensing and Permits, Professional Fees, Design, Insurance, Subcontractors, 1 of 3 Artist Fee) **\$227,000**
 - b. Phase II – Fabrication (Fabrication, 2 of 3 Artist Fee) **\$165,000**
 - c. Phase III – Installation (Transportation, Overhead Expenses, 3 of 3 Artist's Fee) **\$72,000**
3. For all other expenses for which the City is obligated, payment shall be made 30 days after receipt of written statement.

B. FEE STATEMENTS

In order to receive the payments described in clauses 2(a), 2(b), and 2(c) in Section A “Payment Schedule” above, the Artist shall submit an invoice for each phase to the City.

ARTICLE III. TIME OF PERFORMANCE

A. CITY DELAY

If the Artist is delayed from installing the Work by the Installation Date as a result of action taken by the City, the City shall reimburse the Artist for reasonable transportation and storage costs actually incurred for the period between the Installation date and date on which the Site is available to permit installation of the work, if and only if, the transportation and storage cost are incurred as a direct result of the delay by the City. The City shall not be responsible for any transportation and storage costs that the Artist would have been required to pay in the absence of delay caused by the City.

B. FORCE MAJEURE

Except for the City’s obligations to make payments following the Payment Schedule neither party shall be considered in default in the performance of its obligations hereunder if such performance is prevented or delayed because of war, hostilities, revolution, civil commotion, strike, lock-out, epidemic, pandemic, accident, fire, wind, catastrophic event or flood or because of any law, order, proclamation, regulation or ordinance of any government or of any subdivision thereof or because of any act of God or any other cause beyond the reasonable control of the party affected (“Force Majeure Event”); provided that the affected party shall have used its best efforts to avoid such condition and, provided further, that notice of such Force Majeure Event is given by the affected party to the other within five (5) days of said Force Majeure Event. Should one or both of the parties be prevented from fulfilling their contractual obligations because of a Force Majeure Event lasting continuously for a period of at least six (6) months, the parties shall consult with each other regarding the future implementation of this Agreement. The parties agree to use their best efforts to minimize any delays and/or losses, if any, resulting from such Force Majeure Event.

C. ASSIGNMENT

In the event of the serious illness or death of the Artist during the construction and/or the installation of the Work, his heirs, family, and estate will in no way be responsible for the completion of the unfinished Work nor shall they be entitled to the compensation for uncompleted work due under this Agreement.

ARTICLE IV. WARRANTIES

A. WARRANTIES OF TITLE

1. The Artist represents and warrants that:
 - a. the Work is solely the result of the artistic and creative efforts of the Artist;
 - b. except as otherwise disclosed in writing to the City, the Work is unique and original and does not infringe upon any Copyright; and
 - c. the Work is free and clear of all liens from any source whatsoever.
2. The warranties described in this Section A shall survive for so long as the City or any successor of City owns the Work.

B. WARRANTIES OF QUALITY AND CONDITION

1. The Artist represents and warrants that:
 - a. The Work, as fabricated and installed, will be free of defects in material and workmanship, including any defects of “inherent vice” or qualities which may cause or accelerate deterioration of the Work; and
 - b. Reasonable maintenance of the Work will not require procedures in excess of those described in Article I, Section D, subsection 2.
2. The warranties described in this Section shall survive for a period of one (1) year after final acceptance of the Work. The City shall give notice to the Artist of any observed breach of these warranties with reasonable promptness. The Artist shall, at the request of the City, and at no cost to the City, cure reasonably and promptly the breach of any such warranties, which is curable and which cure is consistent with professional conservation standard (including, for example, cure by means of repair or re-fabrication of the Work).
3. The Artist shall not be responsible for any damage inflicted on the Work by third parties or outside forces, whether man-made or from natural causes, which exceed those that the design of the Work should reasonably tolerate.
4. After final acceptance of the Work by the City, the City shall hold the Artist harmless from any and all liability or personal injury to the public, except to the extent covered by the warranties of Article IV, Section B, subsection 1.

ARTICLE V. OWNERSHIP OF WORK AND COPYRIGHT

A. GENERAL

The Artist retains Copyright in and to the work under the Copyright Act of 1976, 17 U.S.C., Section 101, et seq. The Artist reserves the right to produce similar Works at any size. If the City should desire to place the Work in a location that is not shown on Exhibit B, the

City shall first notify the Artist consistent with Section D herein as to the new location. If the Artist objects to the new location, the only remedy available to the Artist is to request in writing that the City remove the identification plaque referred to in Article I, Section D, subsection 3 herein, and that the City not promote the Work as that of the Artist. Provided however, this provision in no way prohibits the City from truthfully responding to inquiries, oral and written, as to the name of the Artist. The Artist shall not unreasonably object to a change of location or alteration of the site. In the event of such a move, the City will preserve the Work as delivered by the Artist, allowing changes to the base as required by the new site, but no changes to the Work itself. The City agrees to consult with Artist in the event of such a move.

B. IDENTITY OF ARTIST

The Artist grants to the City and its assigns an irrevocable license to make two-dimensional reproductions of the Work for non-commercial purposes, including but not limited to reproductions used in advertising, brochures, media publicity, and catalogues or other publications, provided that these rights are exercised in a tasteful and professional manner.

All two-dimensional reproductions of the Work by the City shall contain a credit to the Artist substantially in the following form:

By Ride Art, LLC

C. NOTICES

All notices required herein shall be in writing and served upon the parties as follows:

Artist
Ride Art, LLC
2410 Valley Street
Berkeley, CA 94702

City
City Clerk
South San Francisco
400 Grand Avenue
South San Francisco, CA 94080

All notices required herein shall be deemed served when mailed by First Class Mail, Certified Mail, postage prepaid, to each party's last known mailing address. It is the responsibility of each party to inform the other of a change in address. If notice cannot be served due to a change in address, which has not been served upon the other party, such party's failure to notify shall be deemed a waiver of notice.

ARTICLE VI. SUBSEQUENT EVENTS

A. MAINTENANCE

The City and the Artist recognize that maintenance of the Work on a regular basis is essential to the integrity of the Work. Therefore, the City shall assure regular maintenance according to the instructions supplied by the Artist as set forth herein under Article I, Section D, subsection 2, and may take action reasonably designed to protect the Work against vandalism.

B. REPAIRS AND RESTORATION

After final acceptance of the Work, the Artist may inspect the Work at his own expense and shall notify the City in writing as to the necessity of any repairs. The City may in its discretion consult with the Artist and make the noted repairs. All such consultations shall be without additional cost to the City. Beyond reasonable consultation to determine a course of corrective action, any action taken by the Artist at the request of the City will be subject to a cost to be decided in a new agreement between the parties.

C. ALTERATION OF THE WORK

The City will not consent to the intentional alteration, modifications or change to the Work. The City shall retain the right to sell or donate the Work to a third party.

D. ALTERATION OF THE SITE

The City shall notify the Artist of any proposed significant alterations of the Site. The Artist may at his sole expense request copies of plans detailing proposed alterations to the Site. If such alterations cannot be undertaken to the reasonable satisfaction of the Artist, he may request the public notice referred to in Article I, Section D, subsection 3, be removed and otherwise proceed in accordance with Article V, Section A.

E. WAIVER OF RIGHTS

With respect to the Work, Artist waives any and all claims, arising at any time against the City, its elected and appointed officials, officers, employees, agents, representatives, and Caltrans, that may be grounded in any federal law, including, without limitation, the Visual Artists Rights Act (17 U.S.C. §106A *et seq.*), California law, including, without limitation, the California Art Preservation Act (Cal. Civil Code §987 *et seq.*), or local law that may relate to the moral rights of the Artist or protection of the integrity of the Artwork.

ARTICLE VII. INDEPENDENT CONTRACTOR

The Artist performs this Agreement as an independent contractor and not as an agent of an employee of the City. The Artist shall maintain control; furnish all supervision, labor, materials, equipment, supplies, other incidentals, as well as transportation, shipping and installation of the Work.

ARTICLE VIII. ASSIGNMENT

The work and services required of the Artist under this Agreement are personal and shall not be assigned, sublet or transferred. However, the Artist shall be allowed to employ qualified personnel who shall work under the Artist's supervision.

ARTICLE IX. INDEMNIFICATION

The Artist shall defend, release, indemnify and save and hold harmless the City against any and all damages to property or injuries to or death of any person or persons, and shall defend, release, indemnify and hold harmless the City from any and all claims, demands, suits, liabilities, actions, causes of actions, or legal or equitable proceedings of any kind or nature, including reasonable attorney's fees incurred by legal counsel of the City's choice, or by anyone whomsoever, in any way resulting from or arising out of the Artist's activities in connection with this Agreement, including acts of omissions of the Artist or persons acting under the Artist's control.

The City shall defend, release, indemnify and save and hold harmless the Artist against any and all damages to property or injuries to or death of any person or persons, and shall defend, release, indemnify and hold harmless the Artist from any and all claims, demands, suits, liabilities, actions, causes of actions, or legal or equitable proceedings of any kind or nature, including reasonable attorney's fees incurred by legal counsel of the Artist's choice, or by anyone whomsoever, in any way resulting from or arising out of the City's activities in connection with this Agreement, including acts or omissions of the City or persons acting under the City's control.

ARTICLE X. INSURANCE

Prior to beginning the Work and continuing throughout the term of this Agreement, Artist (and any subcontractors) shall, at Artist's (or subcontractor's) sole cost and expense, furnish the City with certificates of insurance evidencing that Artist has obtained and maintains insurance in the following amounts:

- A. Workers' Compensation shall be waived, in accordance with completed and signed Workers' Compensation Waiver, attached as Exhibit C.

- B. Commercial General Liability and Property Damage Insurance in an amount not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit per occurrence, TWO MILLION DOLLARS (\$2,000,000) annual aggregate, for bodily injury, property damage, products, completed operations and contractual liability coverage. The policy shall also include coverage for liability arising out of the use and operation of any City- owned or City-furnished equipment used or operated by the Consultant, its personnel, agents or subcontractors.
- C. Comprehensive automobile insurance in an amount not less than ONE MILLION DOLLARS (\$1,000,000) per occurrence for bodily injury and property damage including coverage for owned and non-owned vehicles.
- D. Notwithstanding Section X(C), above, Artist shall be required to provide the City with a certificate of comprehensive automobile insurance in an amount not less than FIVE HUNDRED THOUSAND DOLLARS (\$500,000) per occurrence for bodily injury and property damage including coverage for owned vehicles.

All insurance policies shall be written on an occurrence basis and shall name the City Indemnitees as additional insureds with any City insurance shall be secondary and in excess to Artist's insurance. If the Artist's insurance policy includes a self-insured retention that must be paid by a named insured as a precondition of the insurer's liability, or which has the effect of providing that payments of the self-insured retention by others, including additional insureds or insurers do not serve to satisfy the self-insured retention, such provisions must be modified by special endorsement so as to not apply to the additional insured coverage required by this agreement so as to not prevent any of the parties to this agreement from satisfying or paying the self-insured retention required to be paid as a precondition to the insurer's liability. Additionally, the certificates of insurance must note whether the policy does or does not include any self-insured retention and also must disclose the deductible. The certificates shall contain a statement of obligation on the part of the carrier to notify City of any material change, cancellation, termination, or non-renewal of the coverage at least thirty (30) days in advance of the effective date of any such material change, cancellation, termination, or non-renewal. The City's Risk Manager may waive or modify any of the insurance requirements of this section.

ARTICLE XI. TERMINATION & MEDIATION

A. TERMINATION

1. If either the Artist or the City shall willfully or negligently fail to fulfill in a timely and proper manner, or otherwise violate any of the covenants, agreements or stipulations material to this Agreement, the other party shall thereupon have the right to terminate this Agreement by giving written notice to the defaulting party of its intent to terminate and specifying the grounds for termination. The defaulting party shall have thirty days (30) after receipt of the notice to cure the default. If the default is not cured within such time period, this Agreement shall terminate.

2. In the event of a default by the City, the City shall promptly compensate the Artist pursuant to Article II for all services performed by the Artist prior to termination, and all finished and unfinished drawings, sketches, photographs, and other work products prepared and submitted or prepared for submission by the Artist under this Agreement shall at the City's option become its property, provided that no right to fabricate or execute the Work shall pass to the City.
3. In the event of a default by the Artist, the Artist shall forfeit the right to any and all remaining payments due under this Agreement for which Work has not been completed as well as any and all copyrights reserved herein and any and all limited-edition rights as defined herein.

B. MEDIATION

If, during the creation of the Work, its installation and subsequent existence, any disputes should arise between the Artist and the City, the parties hereto will mediate their disagreements and make every effort to affect a mutually satisfactory resolution of the disagreements including the appointment of an independent mediator reasonably acceptable to both parties. If unable to agree, a mediator shall be appointed by the court. Costs will be equally divided.

ARTICLE XII. MODIFICATION

No alteration, change or modification of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

ARTICLE XIII. CONFLICT OF LAW

Any provision of this Agreement, which is hereafter found by a court of law or otherwise to be in conflict with the laws, rules, and/or regulations of the United States or the State of California shall be considered null and void. The valid provisions of this Agreement shall be severed from the invalid provisions and remain in effect to the extent possible.

ARTICLE XIV. GENERAL PROVISIONS

A. GOVERNING LAW; VENUE

California law shall govern this Agreement. Any action to enforce or interpret this Agreement shall be brought in a court of competent jurisdiction in the County of San Mateo, California. The jurisdiction for any litigation arising from this Agreement shall be in the state of California, and shall be venued in the County of San Mateo.

B. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding and agreement of the Parties relating to the Work and the rights and obligations of the Parties arising under this Agreement, and supersedes any prior written or oral communication between the Parties relating to the Work. This Agreement may be executed by the Parties in counterparts, which together shall be considered one document, and may be executed with electronic signatures.

ARTICLE XV. EFFECTIVE DATE

The effective date of this Agreement shall be the date of approval by all parties hereto.

ARTICLE XVI. COUNTERPARTS FOR SIGNATURE

This contract may be executed in duplicate counterparts, each of which shall be deemed an original.

City of South San Francisco:

Artist:

DocuSigned by:
Mike Futrell
6852134787CA4DB...
Mike Futrell, City Manager

DocuSigned by:
Saori Russell
BD794ED9D07D4D8...
Ride Art, LLC
saori russe11

Attest to:

DocuSigned by:
Rosa Govea Acosta
5008B15FF63F418...
City Clerk

DocuSigned by:
Jonathan Russell
EC78D93EAE794A2...
Jonathan Russe11



Approved as to Form:

DocuSigned by:
Claire Lai
951A604F45D4468...
City Attorney

3791030.1

3884442.1

RIDE ART STUDIO

2410 Valley Street, Berkeley, CA 94702

Saori Ide: (415) 902-0343
saori@rideartstudio.com

www.rideartstudio.com

Jonathan Russell: (415) 902-4350
jr@rideartstudio.com

EXHIBIT A

INSPIRE

View 1



DESCRIPTION:

INSPIRE is a 25 feet tall monumental kinetic wind sculpture that sits on a 19 feet diameter circular pedestal. Upper two Mobius circles move with the wind on its own tilted axis as well as move as a unit in either directions. It is fabricated all in stainless steel and two Mobius circles are powder coated. Internal LED lights in the two base pillars will illuminate at night.

SITE:

INSPIRE will be installed in the northwest corner of open area near the corner of Grand Avenue and Airport Blvd. within the Caltrain station west plaza in South San Francisco, CA

RIDE ART STUDIO

2410 Valley Street, Berkeley, CA 94702

Saori Ide: (415) 902-0343

saori@rideartstudio.com

www.rideartstudio.com

Jonathan Russell: (415) 902-4350

jr@rideartstudio.com

NARRATIVE:

We want to showcase SSF's diverse and dynamic community and create an iconic sculpture that symbolizes the birthplace of biotechnology as well as highlight its reputation as "the industrial city." South San Francisco is a city where new discoveries lead to innovation and growth. We want to celebrate this innovative thinking as seen in the ever-changing field of biotechnology and reflected in the city's forward-thinking approach that is *"always ready for challenges and a transformative beginning."*

Using a visual reference of a DNA strand and a water molecule, building blocks of life, it tells the story of how South San Francisco has always been at the forefront of research and development in the field of biotechnology, inspiring and leading us into the future. Our vision is to create a monumental artwork that harmonizes with the overall design of the new Caltrain plaza and downtown redevelopment. It will revitalize the city and bring a fresh urban lifestyle feel to Grand Avenue. Our sculpture will stimulate curiosity and become a landmark signature piece, welcoming and greeting people coming from the Caltrain station, Hwy 101 and Grand Avenue.

SYMBOLISM:

The twisted base pillars represent (but not too obviously) a DNA strand spiraling upwards to embrace a representation of a single water molecule. The large open circles can be seen to depict two hydrogen atoms connected to a small central sphere (an oxygen atom) resulting in a covalent bond angle between the hydrogen atoms of 104.5° , which is a bond angle that is specific to a water molecule.

The movement created by the wind can be seen as the intertwining and weaving of a diverse and ever active community that is the hallmark of this vibrant city.

The image of three connected gears on the large circular base symbolizes the "Industrial City", by which South San Francisco is also known. The gears also give the illusion of turning the sculpture above. Blue represents water, the bay and the ocean. Yellow represents energy from the sun.

The gear benches celebrate the role industry has played in South San Francisco. To emphasize water as a building block of life, the gears will be arranged in the shape of water molecules and will be colored in shades of blue. The center of each gear shape will be closed with frosted tempered glass (or Lexan) and will be illuminated by LED lighting at night, inviting people to sit, climb, and walk on top of them. These benches will complement our proposed sculpture as well as create a visual harmony with the blue tiled wall that stretches through the tunnel like a flowing river.

RIDE ART STUDIO

2410 Valley Street, Berkeley, CA 94702

Saori Ide: (415) 902-0343

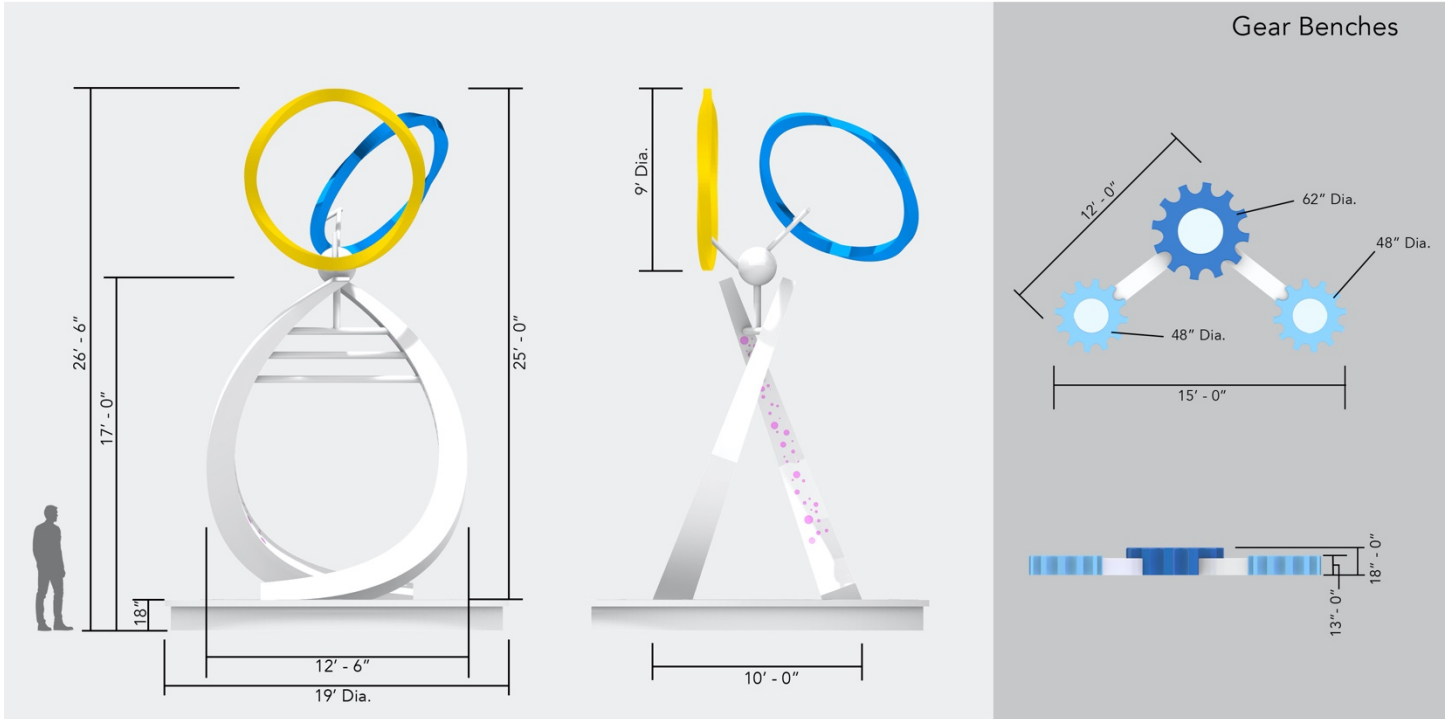
saori@rideartstudio.com

www.rideartstudio.com

Jonathan Russell: (415) 902-4350

jr@rideartstudio.com

DIMENSIONS:



NIGHT VIEW:

RIDE ART STUDIO

2410 Valley Street, Berkeley, CA 94702

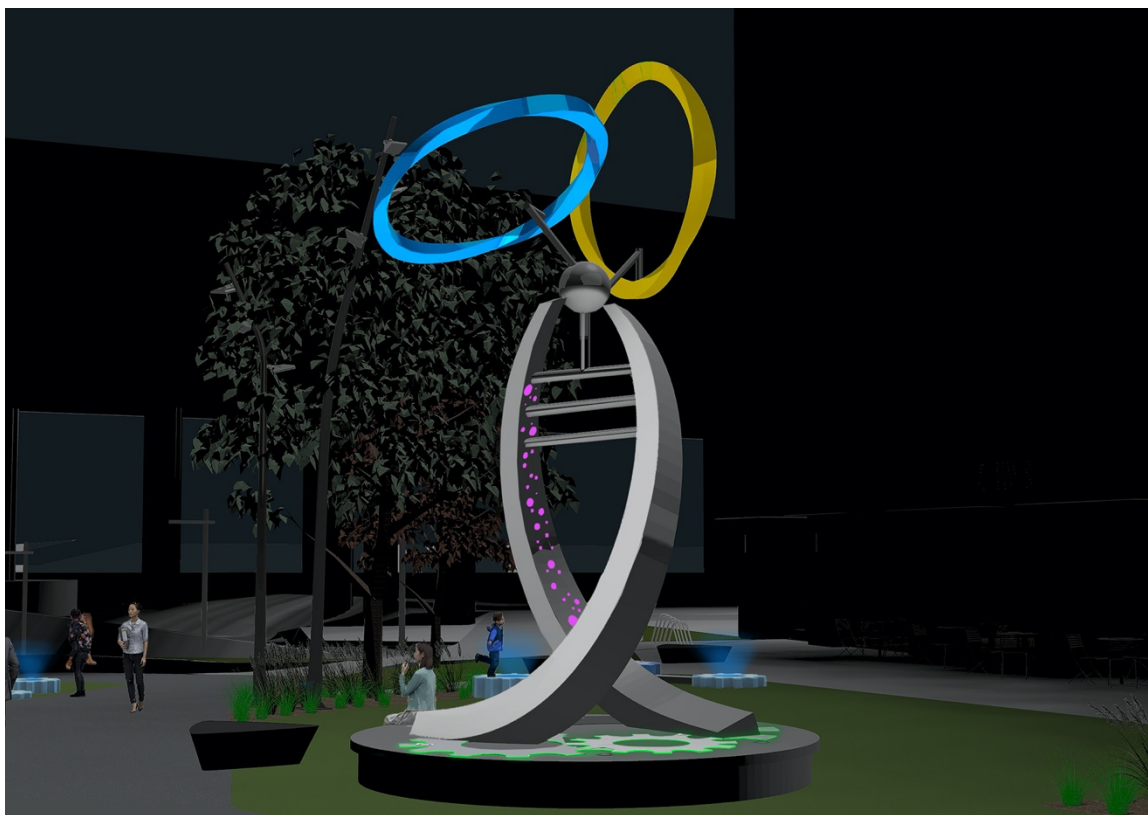
Saori Ide: (415) 902-0343

saori@rideartstudio.com

www.rideartstudio.com

Jonathan Russell: (415) 902-4350

jr@rideartstudio.com



MATERIALS:

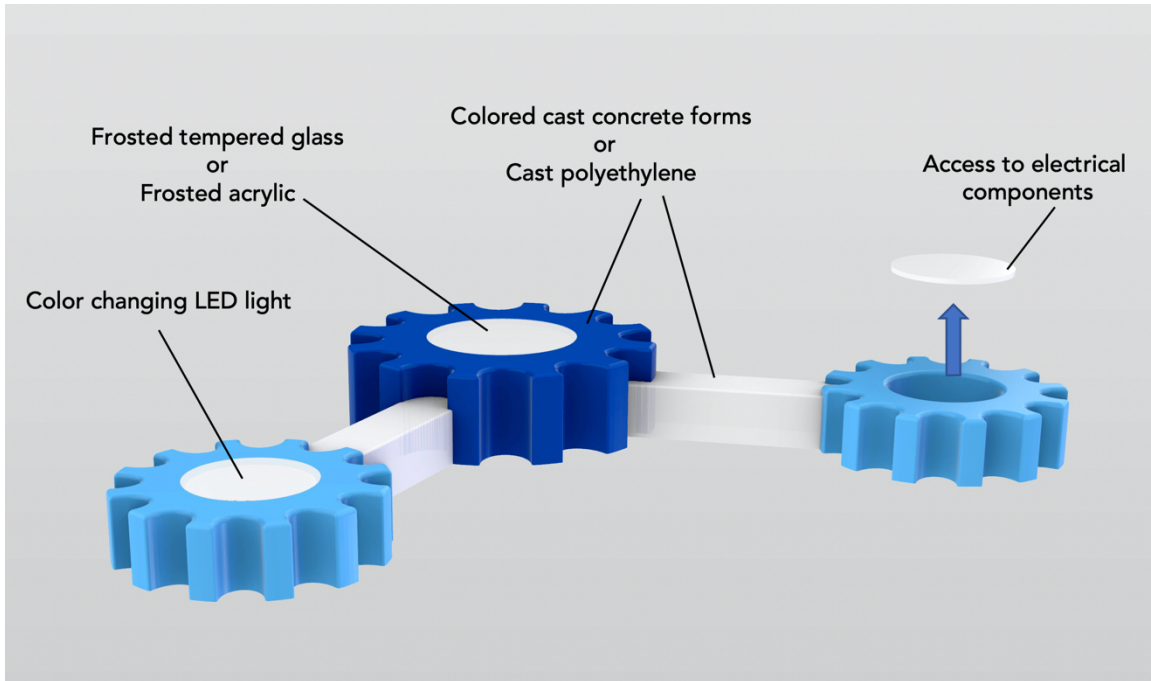
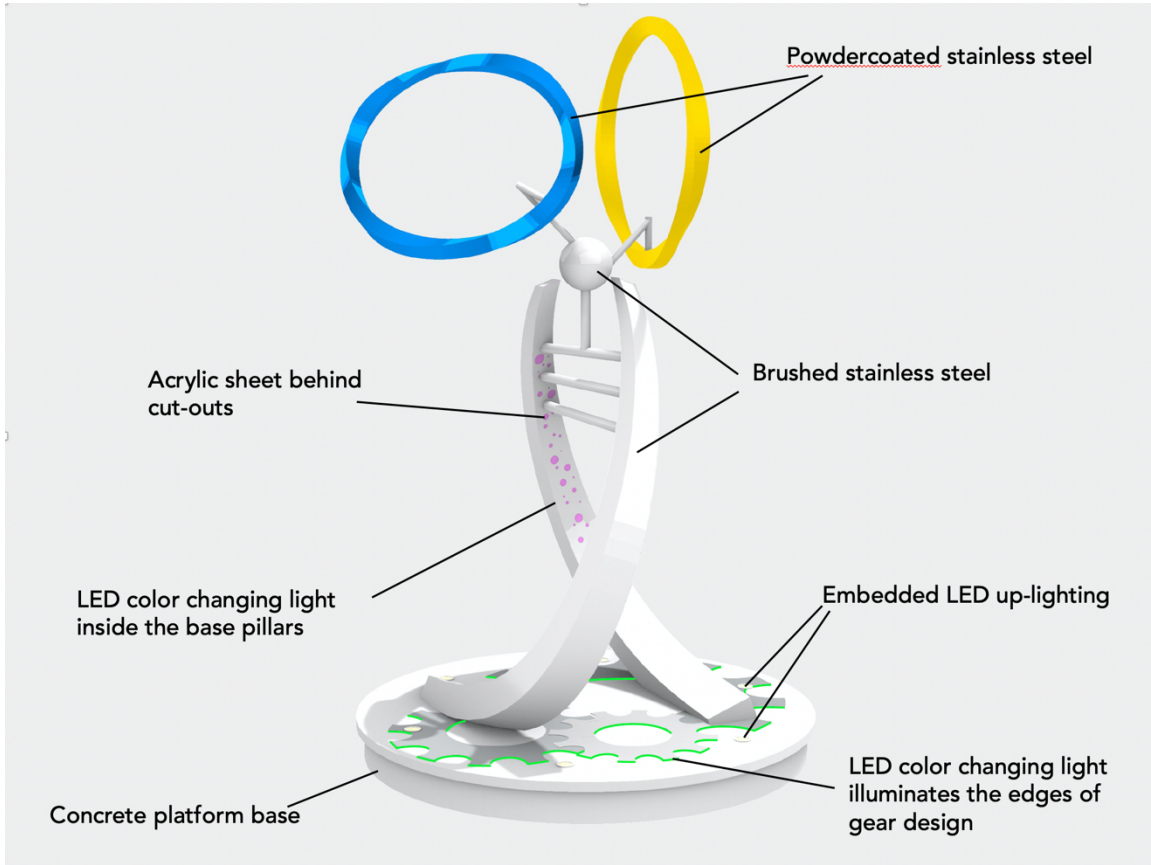
RIDE ART STUDIO

2410 Valley Street, Berkeley, CA 94702

Saori Ide: (415) 902-0343
saori@rideartstudio.com

www.rideartstudio.com

Jonathan Russell: (415) 902-4350
jr@rideartstudio.com



Installation:

RIDE ART STUDIO

2410 Valley Street, Berkeley, CA 94702

Saori Ide: (415) 902-0343

saori@rideartstudio.comwww.rideartstudio.com

Jonathan Russell: (415) 902-4350

jr@rideartstudio.com

We oversee all aspects of the installation of our sculptures. In advance of the installation, we will coordinate with the site contractors to prepare the footings and supply j-bolt placement templates. This will include coordinating placement of electrical conduit and junction boxes where necessary.

The sculpture will be fabricated in our studio and delivered to the site by flatbed truck. Individual elements will be lifted into place with an overhead crane and bolted in place. Electrical contractors will connect all electrical elements.

Preliminary Timeline

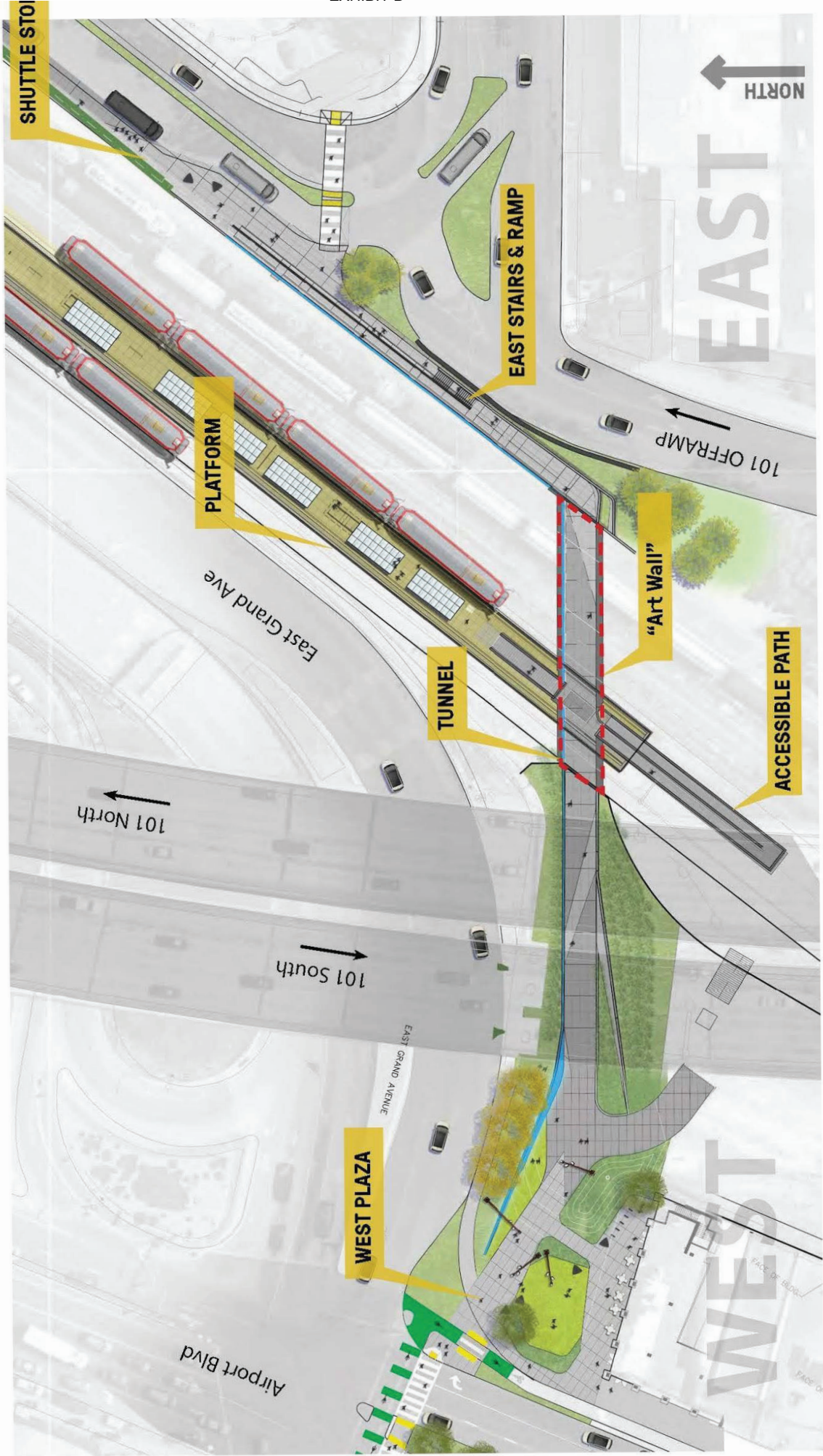
Descriptions	Duration	Months
Contract Execution	1 month	July - '21
Final Design Proposal	1 month	October - '21
Schematic / Mechanical / Structural Drawing	1 month	December - '21
Fabrication	6 – 8 months	Spring - '22
Site Preparation	1 month	Summer- '22
Installation	1-2 days	Summer - '22

Preliminary Budget

5/23/21

Descriptions	Total
Materials	\$105,000.00
Design Fee	\$50,000.00
Licenses and Permits	\$200.00
Professional Fees	\$17,300.00
Insurance	\$6,500.00
Subcontractors	\$23,000.00
Fabrication	\$140,000.00
Site Preparation	Site preparation done by the city
Transportation	\$4,000.00
Installation (Artists time and labor only)	\$8,000.00
Overhead Expenses	\$35,000.00
Artists' Fee	\$75,000.00
Total:	\$464,000.00

Site Context




EXEMPTION FROM WORKERS' COMPENSATION

To be exempt from worker's compensation, you must submit an affidavit, certifying that you do not employ anyone in a manner that is subject to the workers' compensation laws of California. (See *Business and Professions Code Section 7125.*)

For exemption from worker's compensation, please complete the requested information, check the box, and sign the form.

SECTION 1 – BUSINESS NAME / SOLE PROPRIETER NAME AND ADDRESS			
BUSINESS NAME Ride Art, LLC			
MAILING ADDRESS 2410 Valley Street	CITY Berkeley	STATE CA	ZIP CODE 94702
PHONE NUMBER 415-902-0343	FAX NUMBER		E-MAIL ADDRESS saori@rideartstudio.com

SECTION 2 – CHECK BOX
<input checked="" type="checkbox"/> I do not employ anyone in the manner subject to the workers' compensation laws of the State of California.

SECTION 3 – SIGNATURE	
<p>I certify under penalty of perjury under the laws of the State of California that the information provided on this exemption statement is true and accurate. I understand that upon employing anyone in a manner that is subject to the worker's compensation laws of the State of California, the claim of exemption executed under this form will no longer be valid. I also understand that, as soon as I employ anyone subject to the California's workers' compensation laws, I must obtain a Certificate of Worker's Compensation Insurance, submit that certificate to the City of South San Francisco within 90 days of its effective date, and continuously maintain the coverage provided by the certificate in accordance with the law.</p>	
DATE 9/27/2021	SIGNATURE Saori Russell 



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/23/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0757776 HUB International Insurance Services Inc. 580 California Street Suite 1300 San Francisco, CA 94104	CONTACT NAME: Nancy Adams PHONE (A/C, No, Ext): (877) 825-2681 FAX (A/C, No): (951) 231-2572 E-MAIL ADDRESS: Cal.CPU@Hubinternational.com
INSURER(S) AFFORDING COVERAGE	
INSURER A : Northfield Insurance Company	
NAIC # 27987	
INSURED	
Ride Art LLC Attn: Jonathan Russell 2410 Valley Street Berkeley, CA 94702	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	WS466341	5/6/2021	5/6/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Revised 9/23/2021 - This certificate rescinds and supersedes any and all prior certificates issued on behalf of the Named Insured.
 City of South San Francisco are Additional Insured with regard to General Liability per the attached endorsement form CG2012 05/09. Waiver of Subrogation with regard to General Liability applies per the attached endorsement form CG2404 05/09.

Should the policies be cancelled before the expiration date, Hub International Insurance Services Inc. (Hub), independent of any rights which may be afforded within the policies to the certificate holder named below, will provide to such certificate holder notice of such cancellation within thirty (30) days of the cancellation date, except in the event the cancellation is due to non-payment of premium, in which case Hub will provide to such certificate holder notice of such cancellation within ten (10) days of the cancellation date.

CERTIFICATE HOLDER City of South San Francisco, Capital Projects 500 N. Canal St. South San Francisco, CA 94080 DS 	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	--

POLICY NUMBER: WS466341

COMMERCIAL GENERAL LIABILITY
CG 20 12 05 09

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - STATE OR GOVERNMENTAL
AGENCY OR SUBDIVISION OR POLITICAL
SUBDIVISION - PERMITS OR AUTHORIZATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

State Or Governmental Agency or Subdivision or Political Subdivision:

City of South San Francisco, Capital Projects, 500 N. Canal Street,
South San Francisco, CA 94080

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II - Who Is An Insured is amended to include as an insured any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following provisions:

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

2. This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
- b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

POLICY NUMBER: WS466341

COMMERCIAL GENERAL LIABILITY
CG 24 04 05 09

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

City of South San Francisco, Capital Projects, 500 N. Canal Street,
South San Francisco, CA 94080

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV - Conditions**:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

Allstate Northbrook Indemnity Company
 PO Box 660349
 Dallas, TX 75266-0349

Effective date of certificate:

September 22, 2021

Policyholder:

SAORI RUSSELL, JOHNATHAN RUSSELL

2410 VALLEY STREET
 BERKELEY CA 94702-2136

Policy number

967 427 709

Allstate Northbrook Indemnity Company

Northbrook, Illinois, certifies that the following insurance is in force:

Policy period:

Beginning **June 15, 2021**
 through **December 15, 2021**
 at 12:01 a.m. standard time



CITYOFS.SFCAPITAL PR
 550 N CANAL ST
 SOUTH SAN FRANCISCO CA 94080-4691

Certificate of Insurance

The person or organization designated below is described in the policy as:

CITYOFS.SFCAPITAL PR
 550 N CANAL ST
 SOUTH SAN FRANCISCO, CA
 94080-4691

- Lienholder**
 (Loss Payable Clause)
- Additional Interested Party**

Agent:
JAYNE OERTWIG
 (925) 937-3520

Coverages designated below are afforded for each described vehicle:

Item	VIN	Limit of liability	Deductible
2005 ODYSSEY	5FNRL38295B127232	BI Each Person \$250,000 Each Occurrence \$500,000 PD Each Occurrence \$200,000	
<ul style="list-style-type: none"> ▪ Collision ▪ Comprehensive 			\$500 \$100
2017 FRONTIER	1N6ADOER4HN734281	BI Each Person \$250,000 Each Occurrence \$500,000 PD Each Occurrence \$200,000	
<ul style="list-style-type: none"> ▪ Collision ▪ Comprehensive 			\$500 \$100

See reverse side for provisions concerning Loss Payable Clause and Additional Interested Party.

This Certificate of Insurance neither affirmatively nor negatively amends, extends or alters the coverage afforded by the policy referred to above.

Date: 09/27/21

DI697



Certificate of Insurance

Allstate Northbrook Indemnity Company

Policy number: **967 427 709**

The Loss Payable Clause of such policy provides:

"The company reserves the right to cancel such policy at any time as provided by its terms, but in such case the company shall notify the Lienholder when not less than ten days thereafter such cancellation shall be effective as to the interest of said Lienholder therein and the company shall have the right, on like notice, to cancel this agreement."

The Additional Interest Endorsement of such policy, in part, provides:

"...such insurance as is afforded by the policy" for automobile liability insurance listed on the reverse side hereof applies also to the person or organization named as Additional Interested Party. "As respects such...interest, no cancellation...and no endorsement...adversely affecting such additional interest, shall be effective until ten (10) days following the mailing of written notice (to the person or organization) of such cancellation or endorsement..."



City of South San Francisco

P.O. Box 711 (City Hall,
400 Grand Avenue)
South San Francisco, CA

City Council

Resolution: RES 153-2021

File Number: 21-481

Enactment Number: RES 153-2021

RESOLUTION APPROVING A PUBLIC ART AGREEMENT WITH RIDE ART, LLC OF BERKELEY, CALIFORNIA FOR THE CALTRAIN PUBLIC ART INSTALLATION (PROJECT NO. PF2102) IN AN AMOUNT NOT TO EXCEED \$464,000, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT.

WHEREAS, in November 2020, City staff issued a nationwide Call for Entries for public art to be installed at the South San Francisco Caltrain Plaza; and

WHEREAS, staff received 16 proposals from 15 artists by the January 5, 2021, submission deadline; and

WHEREAS, at the May 8, 2021, meeting of the Caltrain Plaza Art Selection Committee, the Committee voted in favor of recommending to City Council for approval the design, installation and purchase of the *Inspire Sculpture* and *Gear Benches* by Ride Art, LLC, and other related work, for a total contract amount of \$464,000; and

WHEREAS, the City and Ride Art have negotiated a Public Art Agreement to memorialize the terms of the work proposal and other related requirements; and

WHEREAS, the project is included in the City of South San Francisco's Fiscal Year 2020-21 Capital Improvement Program as the Caltrain Plaza Public Art Project (Project No. pf2102), with sufficient funding appropriate to cover its costs.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of South San Francisco that the City Council hereby approves the Public Art Agreement between the City and Ride Art, LLC for the design, purchase, installation and other related work by Ride Art regarding artworks for the Caltrain Plaza Project, in the amount of \$464,000, attached hereto and incorporated herein as Exhibit A.

BE IT FURTHER RESOLVED that the City Manager is hereby authorized to execute the agreement on behalf of the City in substantially the same form as Exhibit A, upon timely submission by Ride Art, LLC of the signed contract and all other documents, subject to approval as to form by the City Attorney, and take all other actions consistent with the intent of this Resolution that do not materially alter or increase the City's obligations under the agreement.

* * * * *

At a meeting of the City Council on 7/28/2021, a motion was made by Councilmember Nicolas, seconded by Councilmember Coleman, that this Resolution be approved. The motion passed.

Yes: 5 Mayor Addiego, Vice Mayor Nagales, Councilmember Nicolas, Councilmember Coleman, and Councilmember Flores

Attest by 

Rosa Govea Acosta, City Clerk

Certificate Of Completion

Envelope Id: 65235A64D84D4132A128A0F50A5B5C49	Status: Completed
Subject: Please DocuSign: Ride Art.pdf	
Source Envelope:	
Document Pages: 28	Signatures: 9
Certificate Pages: 6	Initials: 4
AutoNav: Enabled	Stamps: 1
Envelope Stamping: Enabled	Envelope Originator:
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	Kari Jung
	329 Miller Ave
	South San Francisco, CA 94080
	kari.jung@ssf.net
	IP Address: 199.181.122.2

Record Tracking

Status: Original	Holder: Kari Jung	Location: DocuSign
10/13/2021 9:37:39 AM	kari.jung@ssf.net	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Carahsoft OBO City of South San Francisco	Location: DocuSign

Signer Events

Philip Vitale
 philip.vitale@ssf.net
 Security Level: Email, Account Authentication (None)

Signature



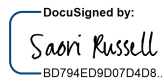
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Saori Russell
 Saori@rideartstudio.com
 Chief Executive Manager
 Ride Art LLC
 Security Level: Email, Account Authentication (None)

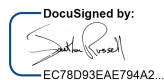


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Jonathan Russell
 jr@rideartstudio.com
 Chief Executive Manager
 Security Level: Email, Account Authentication (None)

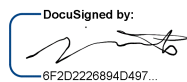


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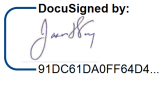




Jacob Gilchrist
 jacob.gilchrist@ssf.net
 Capital Projects Director
 City of South San Francisco
 Security Level: Email, Account Authentication (None)



Signature Adoption: Drawn on Device
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Electronic Record and Signature Disclosure:

Signer Events	Signature	Timestamp
<p>Accepted: 6/3/2020 9:39:15 AM ID: 834891ca-6dd9-4bba-ad3f-9ab770ad10bc</p> <p>Jason Wong jason.wong@ssf.net Security Level: Email, Account Authentication (None)</p>	<p>DocuSigned by:  91DC61DA0FF64D4...</p> <p>Signature Adoption: Uploaded Signature Image Using IP Address: 199.181.122.2</p>	<p>Sent: 10/19/2021 10:46:24 AM Viewed: 10/19/2021 11:27:18 AM Signed: 10/19/2021 11:28:54 AM</p>
<p>Electronic Record and Signature Disclosure: Accepted: 9/7/2021 10:54:17 AM ID: 3d748ba4-2514-4bd9-8f2e-4da172f662f3</p> <p>Claire Lai Claire.Lai@ssf.net Approved as to Form- City Attorney Signing Group: City Attorney Security Level: Email, Account Authentication (None)</p>	<p>DocuSigned by:  951A604F45D4468...</p> <p>Signature Adoption: Pre-selected Style Using IP Address: 206.169.145.130</p>	<p>Sent: 10/19/2021 11:29:03 AM Viewed: 10/19/2021 3:20:33 PM Signed: 10/19/2021 3:33:50 PM</p>
<p>Electronic Record and Signature Disclosure: Accepted: 10/19/2021 3:20:33 PM ID: 639c685c-2b9a-428b-863c-fd266ec36ff5</p> <p>Mike Futrell Mike.Futrell@ssf.net City Manager Security Level: Email, Account Authentication (None)</p>	<p>DocuSigned by:  6852134787CA4DB...</p> <p>Signature Adoption: Pre-selected Style Using IP Address: 76.210.6.93</p>	<p>Sent: 10/19/2021 3:33:56 PM Resent: 10/21/2021 9:17:14 AM Viewed: 10/22/2021 7:48:37 AM Signed: 10/22/2021 7:48:44 AM</p>
<p>Electronic Record and Signature Disclosure: Accepted: 10/22/2021 7:48:37 AM ID: 956e640d-0218-468a-b3c5-3135897d1d1b</p> <p>Rosa Govea Acosta rosa.acosta@ssf.net City Clerk City of South San Francisco Signing Group: City Clerk Security Level: Email, Account Authentication (None)</p>	<p>DocuSigned by:  5908B15FF63F418...</p> <p></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 199.181.122.2</p>	<p>Sent: 10/22/2021 7:48:53 AM Resent: 10/22/2021 11:15:37 AM Resent: 10/25/2021 12:49:29 PM Viewed: 10/25/2021 1:29:32 PM Signed: 10/25/2021 1:49:55 PM</p>
<p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>		

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Agent Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Completed	Security Checked	10/25/2021 1:49:55 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Carahsoft OBO City of South San Francisco (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Carahsoft OBO City of South San Francisco:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: tony.barrera@ssf.net

To advise Carahsoft OBO City of South San Francisco of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at tony.barrera@ssf.net and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Carahsoft OBO City of South San Francisco

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to tony.barrera@ssf.net and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Carahsoft OBO City of South San Francisco

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to tony.barrera@ssf.net and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Carahsoft OBO City of South San Francisco as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Carahsoft OBO City of South San Francisco during the course of your relationship with Carahsoft OBO City of South San Francisco.

EXHIBIT B

Ride Art Studio
Saori Ide & Jonathan Russell
2410 Valley Street
Berkeley, CA 94702

ADDITIONAL SERVICES REQUEST

Project Name: INSPIRE – a wind sculpture
Location: Karyl Matsumoto Plaza, SSF, CA

Scope:

Due to the delay of the Karyl Matsumoto Plaza construction, the artists, Ride Art Studio, has agreed to store the public art piece, titled "INSPIRE" at Ride Art's studio in Berkeley for the duration of construction until the plaza was available for installation. The city has agreed on the storage fee of \$500/month starting on 12/18/2023 and ending on 7/18/2024 at a total cost of \$3,500.00

Additionally, the artists were asked to purchase risk insurance on the artwork for the duration of storage period. The insurance premium was \$2,750.

Above additional expenses were pre-approved by Philp Vitale, Deputy Director of Capital Projects.

Please see our attached Invoice #1038 for a total balance of \$6,250.00

Ride Art Studio
Saori Ide and Jonathan Russell
2410 Valley Street
Berkeley, CA 94702
(415) 902-0343
Saori@rideartstudio.com



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/24/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0757776
HUB International Insurance Services Inc.
40 E Alamar Ave
Santa Barbara, CA 93105
CONTACT NAME:
PHONE (A/C, No, Ext): (805) 682-2571
FAX (A/C, No):
E-MAIL ADDRESS:
INSURER(S) AFFORDING COVERAGE
INSURER A : Penn-Star Insurance Company
INSURER B :
INSURER C :
INSURER D :
INSURER E :
INSURER F :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Includes Commercial General Liability, Automobile Liability, Umbrella Liab, Excess Liab, Workers Compensation and Employers' Liability.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of South San Francisco are Additional Insured with regard to General Liability per the attached endorsement form CG2012 12/19. Waiver of Subrogation with regard to General Liability applies per the attached endorsement form EPA-1719.

Should the policies be cancelled before the expiration date, Hub International Insurance Services Inc. (Hub), independent of any rights which may be afforded within the policies to the certificate holder named below, will provide to such certificate holder notice of such cancellation within thirty (30) days of the cancellation date, except in the event the cancellation is due to non-payment of premium, in which case Hub will provide to such certificate holder notice of such cancellation within ten (10) days of the cancellation date.

CERTIFICATE HOLDER: City of South San Francisco, Capital Projects
500 N. Canal St.
South San Francisco, CA 94080
CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
AUTHORIZED REPRESENTATIVE: [Signature]

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – STATE OR GOVERNMENTAL
AGENCY OR SUBDIVISION OR POLITICAL
SUBDIVISION – PERMITS OR AUTHORIZATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

<p>State Or Governmental Agency Or Subdivision Or Political Subdivision:</p> <p>CITY OF SOUTH SAN FRANCISCO, CAPITAL PROJECT</p> <p>500 N. CANAL STREET, SOUTH SAN FRANCISCO, CA 94080</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

A. Section II – Who Is An Insured is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following provisions:

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

However:

- a. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

2. This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
- b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable limits of insurance;
- whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART**

The following is added to **SECTION IV-CONDITIONS, Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us:**

We waive any right of recovery we may have against a person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" and included in the "products completed operations hazard" provided you have agreed to do so in writing in a contract or agreement with that person or organization.

All other terms and conditions of the policy apply.