


**Public Art Advisory Committee  
Regular Meeting  
Monday, August 5, 2019  
Oakland City Hall  
Hearing Room 4  
1 Frank Ogawa Plaza  
5:30 - 7:30 pm**

**AGENDA**

- I. **Welcome/Call to Order**
- II. **Open Forum**
- III. **Approval of Minutes: July 1, 2019 meeting**
- IV. **Action Item: Review and provide comments on two artworks proposed by Oak Knoll Venture Acquisitions, for the Oak Knoll Community located at the former Naval Medical Center in Oakland, CA, District 7: A. Vehicle Bridge design by artist Bruce Tomb and B. Creekside Entry Park sculptures designed by artist Yoshikawa Wright.**
- V. **Action Item: Review and Approve the refined design proposal by artist Deb Koppman for the Dimond Branch Library on Fruitvale Avenue.**
- VI. **Informational Item: OPRYD Gift in Place – Project Backboard Design by artist Alicia McCarthy for F.M. Smith Park.**
- VII. **Informational Item: Cultural Affairs and Public Art Legislation Update**
- VIII. **Informational Item: Staff Updates on Pending Projects and Program Activity**
  - a. **Measure KK Bond Program: MacArthur Gateway Arches Update**
  - b. **Public Art in Private Development: Update on Various Projects**
  - c. **Artist-Community Initiated Projects: Rainin Open Spaces 2019 Program, OMCA**
- IX. **Announcements**
- X. **Agenda Building: Outline agenda for October 2019 meeting**  
**Next regular meeting: October 7, 2019, Hearing Room 4, Oakland City Hall**
- XI. **Adjourn**

Oakland Cultural Affairs - Public Art Program, 1 Frank H. Ogawa Plaza, 9<sup>th</sup> fl. Oakland, CA 94612 [www.oaklandculturalarts.org](http://www.oaklandculturalarts.org)

 This meeting is wheelchair accessible. To request materials in alternative formats, an ASL interpreter, or an assistive listening device, please call the Planning Department at 510-238-3941 or TDD 510-238-3254 at least three working days before the meeting. Please refrain from wearing scented products to this meeting so that persons who may experience chemical sensitivities may attend. Thank you.

Public Art Advisory Committee  
(PAAC)  
July 1, 2019  
Minutes

**Members Present:** Bryan Cain (co-chair), Jennifer Correia, Eric Murphy, Michele Ramirez, Charmin Roundtree-Baaqee (co-chair), Patricia Cariño Valdez\*

**Excused:** Jennifer Kessler, Yulia Pinkusevich, Chris Treggiari

**Absent:**

**Staff Present:** Kristen Zaremba, Public Art Coordinator; Neha Balram, Cultural Affairs Program Analyst

**Guests:** Deb Koppman, Laurie Polster, Phillip Dow

**Meeting Chair: C. Roundtree-Baaqee**

\*Indicates partial attendance

1. Meeting called to order at 5:34 p.m.
2. **Open Forum**
3. **Minutes: B. Cain moved to approve the minutes of the June 3, 2019 Public Art Advisory Committee meeting. M. Rodriguez seconded. Motion passed unanimously.**
4. **Action Item: Review and Make a Recommendation: Council District 1 Anti-Graffiti Mural Proposal for the St. Columbia Church Social Hall at 6401 San Pablo Avenue, by Artists Debbie Koppman and Laurie Polster.** Public Art Coordinator Kristen Zaremba introduced the project, to support in lieu of another anti-graffiti mural which cannot be completed as planned. The artist team provided background on the theme for a mural on San Pablo, to include images representing Ghana. Committee members complimented the design. The artists and staff discussed the intended maintenance plan and importance of including line items in the modest budget for artists' in-kind services. **J. Correia moved to approve the anti-graffiti mural design for the St. Columbia Church Social Hall at 6401 San Pablo Avenue. B. Cain seconded. Motion passed unanimously.**
5. **Action Item: Review and Make a Recommendation: Artist Initiated Public Art Mural Proposal for the Dimond Branch Library, by Artist Debbie Koppman.** K. Zaremba provided background on the project, to be funded by the Friends of the Dimond Library, which was originally proposed to be a mosaic. Challenges with permitting a privately funded public improvement on City property influenced the the revision to a mural, which will be easier for the artist to execute on her own. The project consists of two murals, inspired by the library library's book and seed collections. The artist noted that the mural details were further

PAAC 8-5-19 Item III

informed by library suggestions to include a mural on the front façade and the wall facing the interior passageway, hence the two different subjects. The committee thanked the artist for all her work on the project and her investment in the community. Members suggested that the compositions be refined to clarify the subject matter, eliminating some peripheral text, to reinforce the relationship to the distinct mid-century minimalist architecture, noting that the current proposed placement felt looks like an afterthought, and suggested reducing the scale of the mural to create more symmetry between the adjacent openings and the mural. Ideally, committee members suggested that the mural would be stronger if elevated on the façade of the building. Due to budget constraints, the project is proposed to be limited to the ground level, which will not trigger the need for additional equipment for installation. The mural will be maintained by the friends of the library for a period of five years. Due to the proposed placement on City property, Committee members requested that the mural composition be refined and represented at a future meeting. **Motion: E. Murphy moved to approve the preliminary conceptual design for the Dimond Branch mural by Deb Koppman. P. Cariño Valdez seconded. Motion passed unanimously.**

6. **Informational Item: Oak Knoll Development Public Art Plan.** K. Zaremba provided background for new Committee members on their role regarding privately funded projects for public property, and reported that two of the five projects under development by SunCal, as the Master Developer for the Oak Knoll community, which were previously understood to be on private property, would in fact be ultimately placed on City property and thus require approval from the City. Community resident and Oak Knoll public art facilitator Phillip Dow provided an overview of the public art plan for this development located on the former Naval Medical Center property in District 7. All artists were selected through an RFQ and competitive selection process, and all the artwork is informed by the overarching “California Native” theme. Dow referred committee members to the agenda report and provided background on the two projects to be reviewed by the PAAC, including integrated artwork for a vehicle bridge, designed by artist Bruce Tomb, and freestanding sculpture for the Creekside Entry Park open space, designed by Yoshikawa Wright. Timing for design review is pressing, as both projects, and the bridge artwork specifically, as an integral component of the structure, are tied to the building permits to be issued for the development. Detailed designs will be presented at the next PAAC meeting.
7. **Informational Item: Cultural Affairs Commission and Public Art Legislation Update.** The proposed revisions were presented to the Life Enrichment Committee on June 25<sup>th</sup>, and were recommended for scheduling on the City Council agenda or July 9<sup>th</sup> as a consent item. PAAC members will be apprised of the legislative schedule and are encouraged to attend the meetings.
8. **Informational Item: Staff Updates on Pending Projects and Program Activity**
  - a. **Measure DD Bond Projects: Lakeside Green Streets Dedication; Garden Gates.** Staff are still determining next steps for installation of the garden gates project.
  - b. **MacArthur Gateway Arches Public Art Update.** Staff are working with Public Works staff to issue an RFP to on-call contractors for coordinated installation of the work utilizing the artist as a licensed subcontractor.
  - c. **Public Art in Private Development.** Some projects in the downtown area are nearing completion. More updates will be provided once installed and inspected.

PAAC 8-5-19 Item III

**d. Artist and Community Initiated Projects**

**9. Announcements:**

**10. Agenda Building: Oak Knoll projects for public property; D. Koppman revised proposal for the Dimond Library.**

**11. Adjournment: P. Cariño Valdez moved to adjourn the meeting at 7:30. J. Correia seconded. Motion passed unanimously.**

draft



---

**ITEM IV AGENDA REPORT**

To: Public Art Advisory Committee  
Attn: Bryan Cain and Charmin Roundtree-Baaqee, Co-chairs  
From: Kristen Zaremba, Public Art Coordinator  
Date: August 5, 2019  
RE: Oak Knoll Venture Acquisitions Public Art in Private Development Design Proposals for the Oak Knoll Community Development Vehicular Bridge, by artist Bruce Tomb, and the Creekside Entry Park, by artist Yoshikawa Wright - Design Review

---

**SUMMARY**

Staff requests the Public Art Advisory Committee (PAAC) review and provide comments on the designs developed by artists Bruce Tomb and Yoshikawa Wright, commissioned in accordance with Oakland Municipal Code Chapter 15.78, Public Art for Private Development, and proposed to be located on City property within the Oak Knoll development located in District 7 at the site of the former Naval Medical Center.

**BACKGROUND**

The two artists were selected for their respective commissions through a competitive process facilitated by Oakland based consultant Phillip Dow and community-based selection panels. Nearby community residents have been notified about the design process through community newsletters during the selection and design process. District 7 Councilmember Reid is supportive of both projects.

As presented at the July 1, 2019 PAAC meeting, the applicants and Public Art Program staff have consulted on the design development, and subsequently with City of Oakland Public Works, Department of Transportation and Planning and Building staff, on the feasibility of each project during design development. It was only recently determined that these two projects, out of five commissions in total, will be realized on City property, and therefore must be reviewed and approved by the PAAC as advisors to City Council on all matters related to public art in Oakland prior to proceeding with all other City permitting requirements.

If approved, the artworks will be permitted through a “p-job” permit or another relevant process for improvements in the public right of way, and remain the property of and be maintained by Oak Knoll Venture Acquisitions, the homeowners’ association, or a newly established tax and maintenance assessment entity to be established for the development. Agreement for ongoing maintenance for the artwork placed in the Public Right of Way will be developed after design approval, prior to installation.

The City’s current private development requirement is for nonresidential development to contribute 1.0 percent and residential development to contribute 0.5 percent of building development costs for public art. The current proposal complies with these requirements, as documented in the submittal included here. Site development is underway and scheduled to be completed in phases over the next few years.

If the projects cannot be realized to comply with the all the Oakland Public Art Ordinance, Oakland building codes and Caltrans requirements, the applicants have the option to propose an alternate

**Cultural Affairs Division  
Economic & Workforce Development Department**



artwork and/or location, or to make an in-lieu contribution to the Public Art Project Account, prior to issuance of a Certificate of Occupancy from the City.

**ACTION REQUESTED**

The Public Art Advisory Committee is asked to review and provide comments, and/or approve with conditions, the public art designs proposed by artists Bruce Tomb and Yoshikawa Wright for the Oak Knoll Community development in District 7, in accordance with Oakland Municipal Code Chapter 15.78, Public Art for Private Development; and to authorize staff to proceed with facilitation of the proposal and development of agreements for ownership responsibilities and ongoing maintenance of artwork placed in the Public Right of Way.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "KZ", with a long horizontal flourish extending to the right.

Kristen Zaremba, Public Art Coordinator



## Public Art for Private Development

## Checklist for On-Site Art Projects

### Oak Knoll Vehicle Bridge

8750 Mountain Blvd., Oakland, CA 94605

Contact: Philip Dow, 510.427.4496

April 18, 2019

In April 2016, Oak Knoll Venture Acquisitions (OKVA) commissioned the creation of a public art master plan for the proposed Oak Knoll Community, located at the former Naval Medical Center, Oakland, California. The stakeholders discussed budget obligations, potential sites, public access, and the artist-selection process. The public art master plan and accompanying website were launched in August 2016, identifying five sites that would employ the call-for-entry process to seek qualified artists.

Public Art projects OKVA has contracted to date:

Project	Artist	Artist Residence	Artwork Budget
Oak Woodland	David Duskin	Petaluma	\$270,000.00
Creekside Entry Park	Yoshikawa Wright	Los Angeles	\$235,000.00
Retail Plaza	Johanna Poethig	Oakland	\$200,000.00
Vehicle Bridge	Bruce Tomb	San Francisco	\$193,597.00
Public Amenities	Mark Bulwinkle	Oakland	\$70,000.00

Oak Knoll Contracted Art Budget

\$968,597.00

### Table of Contents

1. Updated construction valuation
2. Artwork budget
3. Value of artwork to be placed on site
4. Artist resume and examples of past work
5. Artist Contract
  - Updated Maintenance Plan
  - Updated Schedule of Deliverables
6. Visual proposal
7. Project site plan and construction documents
8. Artist's statement
9. Materials
10. Maintenance Plan, see item 5
11. Programming Plan, not applicable
12. Planning and Building Documentation Requirements
13. Community outreach



## 1. Construction Valuation

City of Oakland Municipal Code 15.78.030 defines “Building Development Costs” (BDC) as those construction costs declared on building permit applications and accepted by the Building Official. The applicant determined that OKVA’s contribution requirements, according to City of Oakland Municipal Code 15.78.070, are as follows:

Residential:				
Density Type	Average S.F.	Units	BDC/S.F.	1/2% Obligation
Medium	1,790	569	\$117.00	\$595,828.35
Medium-Low	1,980	184	\$117.00	\$213,127.20
Low	2,761	165	\$117.00	\$266,505.53
Total Residential Public Art Obligation				\$1,075,461.08
Commercial:				
Type	Average S.F.	Units	BDC/S.F.	1% Obligation
Grocery	32,000	1	\$130.00	\$41,600.00
Food Service	2,500	4	\$150.00	\$15,000.00
Retail	5,000	6	\$100.00	\$30,000.00
Total Commercial Public Art Obligation				\$86,600.00

Total Public Art Obligation \$1,162,061.08

Please note that the total residential square feet (1,838,395), from the above table, is the projected buildout based on prospective builders’ review of the approved grading and site plans.

The balance of the public art funds may be used toward the existing project budgets to cover expanded scope of work and/or unanticipated costs. The balance may also be used to create additional on-site public art projects.

### Developer-City Public Art Process

OKVA is the master developer of the Oak Knoll Community and is responsible for the mass grading and all the infrastructure, as well as the parks and creek restoration. The building pads will be sold to residential and commercial builders that will be responsible for structure construction.

OKVA, not the builders, is taking responsibility for the public art obligation. To ensure that the public art is located throughout the master plan community, it will be incorporated into the land development stage of Oak Knoll. However, OKVA will not be the applicant for building permits and, to avoid any confusion, OKVA proposes the following procedure:

1. OKVA will submit Public Art Checklists for on-site art projects to the City of Oakland Public Art Program staff, Cultural Affairs Division, Economic and Workforce Development, in order to fulfill the obligation.
2. As each public art project is completed, OKVA will execute provisions C 1-3 of Chapter 15.78.100.
3. City staff will record the completion of Oak Knoll public art projects in order for builders to receive certificates of occupancy.



### 2-3. Oak Knoll Vehicle Bridge artwork budget and value of artwork to be placed on site

General:		
Artist Design Fee (20% maximum)	\$10,000.00	
Professional Fees	\$0	
Architect	\$8,000.00	
Structural Engineer	\$1,000.00	
Insurance	\$0	
General Liability	\$1,000.00	
Workers' Compensation	\$2,500.00	
Automobile Liability	\$1,200.00	
Documentation	\$0	
Photographer	\$500.00	
Process documentation	\$500.00	
<b>General Total</b>		<b>\$24,700.00</b>
Fabrication:		
Preparatory Materials		
Shop drawings	\$1,500.00	
Templates	\$200.00	
Materials	\$76,000.00	
Fabrication	\$0	
Labor	\$7,000.00	
Subcontractors	\$0	
Fabricators	\$25,000.00	
Tools and Equipment	\$500.00	
Storage	\$2,100.00	
<b>Fabrication Total</b>		<b>\$112,300.00</b>
Installation:		
Delivery and project/components	\$1,000.00	
Labor and subcontractors	\$4,800.00	
Site preparation	\$0	
Excavation	\$0	
Footings	\$0	
Other	\$0	
<b>Installation total</b>		<b>\$5,800.00</b>
Subtotal		\$142,800.00
Contingency (5-10% of budget)		\$7,200.00
Change Order 1, 3/1/19, additional fabrication costs		\$17,597.00
<b>Value of artwork to be placed on site</b>		<b>\$167,597.00</b>
Consultant Fee		\$26,000.00
<b>Total Oak Knoll Vehicle Bridge Art Budget</b>		<b>\$193,597.00</b>



BRUCE TOMB

OAK KNOLL VEHICLE BRIDGE PUBLIC ART CHECKLIST

**ITEM 4 ARTIST RESUME AND EXAMPLES OF PAST WORK**

**BRUCE TOMB**  
**Curriculum Vitae**  
**2018**

**Background**

Bruce Tomb established the interdisciplinary practice, BRUCE TOMB, <http://www.brucetomb.com>, in 1998. Through both commissioned and experimental projects, he has been engaged in a wide range of collaborative projects investigating dynamic relationships between people, sites, buildings, technology, and our environment. With particular interest in the working prototype, the practice is defined by the pursuit of work that is peripheral to conventional architectural practice, and yet central to architectural thought. A critical position for the work is developed with a perspective from art. Dense overlays of contemporary culture, antecedents and speculative futures are pursued through building—prototype furniture, (site specific) installations, material and process experiments, product, collaborations and architectural projects.

He has taught at UC Berkeley, Cal Poly, San Luis Obispo, and is a Senior Adjunct Professor at California College of Arts in San Francisco/Oakland, teaching Architectural Design and Sculpture Studios since 1989.

Integral to the practice is the company, INFINITE FITTING, dedicated to the design and manufacture of hand finished sand-cast I F White Bronze, Silicon Bronze, Brass, Aluminum Basins and plumbing accessories. They are distributed throughout North America.

Recent endeavors include: the (de)Appropriation Project and the (de)Appropriation Project Archive, <http://www.deappropriationproject.net>, the continuing custodianship and documentation of the ever changing anonymous anarchistic public art project and poster wall fronting the jail cells of the former Mission Police Station in San Francisco. As an extension of this project he has recently completed the *(de)Appropriation Parklet*, a memorial to free speech, supported by the San Francisco Arts Commission through an Individual Artist Commissions grant. Since 2008 he has collaborated with Chip Lord and Curtis Schreier (LST) on the *Ant Farm Media Van v.08 [Time Capsule]* and the *Time Capsule Triptych. Maria del Camino*, <http://mariadelcamino.brucetomb.com>, currently in process, debuted at Burning Man 2010, then performed slowly (2mph) at Zero One, San Jose, for the “Green Prix,” Performance Studies International Conference 19 at Stanford University, and most recently at Ft. Mason Center for Arts & Culture.

Bruce Tomb was raised in a context of boatbuilding and a heritage of three generations of artists. In 1956 his parents built a California Modern home in Oakland, California, and it was growing up in this environment that inspired the pursuit of a formal education in Architecture from California Polytechnic State University, San Luis Obispo, California. While there, he took an extra year to study art, furniture and industrial design.

Tomb furthered his art and architectural studies with Cristiano Toraldo di Francia of Superstudio and Gianni Pettena in Florence, Italy. Upon returning to San Francisco, he joined the office of Batey and Mack Architects as project architect, renderer, and collaborator with Mark Mack. It was the collaborations on neo-primitive furniture and his urban pioneering in a raw warehouse space that ultimately led to Tomb’s design and development of the “Granite Cooktop.” The fixture as furniture, winner of *Progressive Architecture* magazine’s 1984 Furniture Design Competition, was exhibited at the Whitney Museum’s “High Styles” exhibition in 1985. This was the first in a series of experimental pieces of furniture investigating autonomous relationships among people, objects, and new modes of control for inhabited space.

Interim Office Of Architecture, also known as the collaborative IOOA, was co-founded in 1984 by Bruce Tomb with John Randolph, blurred the boundaries that traditionally separate art, design, and architecture. Perhaps best known for the Latrine project at the Headlands Center for the Arts and the installation Gnomon, at San Francisco Museum of Modern Art, IOOA’s award winning installations, architecture, and furniture design have been exhibited and published extensively.

Contact:  
Bruce Tomb  
1240 Valencia Street  
San Francisco, CA 94110  
T: 415-970-9210  
E: [bt@brucetomb.com](mailto:bt@brucetomb.com)

## Biography

- 1958 Born in Alameda, California.
- 1975 Traditional wooden and fiberglass boatbuilding, Regional Occupational Training Program, San Rafael, CA.
- 1976 Began formal study of Architecture, Art, and Industrial Design at California Polytechnic State University, San Luis Obispo, CA.
- 1980 California State International Program: studied Italian Culture, Language, Art, Film, and Architecture with Cristiano Toraldo of Superstudio in Florence, Italy.
- 1981 Bachelor of Science Degree in Architecture from California Polytechnic State University, San Luis Obispo, CA.  
Competition for a cemetery in Lissone, Italy with ARCOOP, Dario Valli, Como, Italy.
- 1982 Joined Batey & Mack, Architects as Project Architect and Renderer. Graphic design and production for *Archetype* magazine in San Francisco, CA.
- 1984 Co-founded the interdisciplinary collaborative Interim Office Of Architecture (IOOA) with John Randolph.
- 1985 Project Architect and Construction Management with Clodagh Inc., for Clodagh, Ross, and Williams art/furniture store, New York, NY.
- 1998 Founded the interdisciplinary practice BRUCE TOMB.
- 1999 Founded INFINITE FITTING, continuing the design and manufacturing of sand-cast metal basins and plumbing accessories initiated with IOOA in 1985.
- 2008 Project based collaborations begin rethinking the works of Ant Farm (1968-78) with Chip Lord and Curtis Schreier (LST).

## Exhibitions

- 2018 Spring: "Playa Arts Sneak Peek," East Bay Burners/Classic Cars West, Oakland, CA.  
Summer: "I, Robot," Burning Man (Maria del Camino).  
Fall: "Black Top City," Decompression 2018, San Francisco, CA.
- 2017 Winter: "Fake Newsroom," Minnesota Street Project, *reporter* for Jim Goldberg.
- 2016 Fall: "Ant Farm Media Van v.08 [Time Capsule]," Pioneer Works, Brooklyn, NY, (LST).  
"Art Car Fest," NIMBY, Oakland CA.  
East Bay Mini Maker Faire, Oakland, CA.  
"(de)Appropriation Project," screening, Pioneer Works, Red Hook, Brooklyn, NY.  
Summer: "Da Vinci's Workshop," Burning Man (Maria del Camino).  
Spring: "Neon Robot Iceberg," *SuperTask #4, Logistics Exercise*, Ft. Mason Center for Arts & Culture, San Francisco, CA.
- 2015 Fall: "PlayTime," (de)Appropriation Project Event, San Francisco, CA.  
"Hippy Modernism," Walker Art Center, Minneapolis, MN, Group Show, (LST).  
Summer: "A memorial to free speech," (de) Appropriation Project, San Francisco, CA, Inaugural event.  
Winter: "Super Task #3, Passage to the City of Stuff," Media Event, NIMBY, Oakland, CA.
- 2014 Summer: "Side Show," Precompression, NIMBY, Oakland, CA, Group Show.  
"Caravansary," Burning Man. (Maria del Camino)  
Spring: "Side Show," Life Size Mousetrap Launch Party, NIMBY, Oakland, CA, Group Show.  
Winter: "Side Show," 10<sup>th</sup> Anniversary NIMBY, Oakland, CA, Group Show.
- 2013 Fall: "International Auto Show," Cal Expo, Sacramento, CA, Group Show.  
Summer: "Cargo Cult," Burning Man, (*Art Drone*).  
"Side Show," Performance Studies International #19, Stanford University, CA
- 2012 Fall: *Ant Farm Media Van v.08 [Time Capsule]*, Arizona State University Museum, Tempe, AZ, (LST).  
East Bay Mini Maker Faire, Oakland, CA, group show.  
Summer: "Fertility 2.0," Burning Man, *SuperTask#1 (The Steppenwolf)*.  
Winter: Grand Opening, Multiplexer, Las Vegas, NV, group show.
- 2011 Fall: "Temporary Structures: Performing Architecture in Contemporary Art," deCordova Sculpture Park and Museum, Lincoln, MA, group show. *Ant Farm Media Van v.08/Time Capsule*, (LST).



- “East of Fresno,” The Hatchery, Badger, CA, group show.  
 Summer: “Rites of Passage,” Burning Man, *Maria del Camino* (Phase 2), mutant vehicle.  
 Spring: “ParaDesign,” San Francisco Museum of Modern Art, San Francisco, CA, group show.
- 2010 Fall: Zero 1 Bienial, San Jose, “Green Prix,” & “Out of the Garage.” *Maria del Camino*.  
 Summer: “Metropolis,” Burning Man, *Maria del Camino* (Phase 1), mutant vehicle.
- 2009 Fall: “Bellwether,” Southern Exposure, San Francisco, CA, inaugural group show, (LST).  
*Time Capsule Triptych: Video Premier*, with Chip Lord and Curtis Schreier.  
 “Cultural Encounters,” deYoung Museum, San Francisco, CA, year-long monthly events related to Street Art San Francisco: Mission Muralismo, (de)Appropriation Project.  
 Summer: “Estuaire 2009,” Nantes, France, *Ant Farm Media Van v.08/Time Capsule* (LST).
- 2008 Fall: “The Art of Participation: 1950 to Now,” San Francisco Museum of Modern Art, San Francisco  
*Ant Farm Media Van v.08/Time Capsule*, commissioned collaboration with Chip Lord and Curtis Schreier (LST).  
 Fall: *Ant Farm Media Van v.08, Related Works*, Gallery Paule Anglim, San Francisco, CA, with Chip Lord and Curtis Schreier.  
 Winter: “New West Coast Design,” Museum of Craft + Design, San Francisco, CA, group show.  
 Winter: “(de)Appropriation Project Archive,” Southern Exposure, San Francisco, CA, interactive data base installation and web site.
- 2007 Spring: “Innovation by Design,” San Francisco Museum of Modern Art, San Francisco, CA, group show.
- 2005 Fall: “Altered Practice,” American Institute of Architects, San Francisco, CA, group show.
- 2004 Spring: “AD 2004,” The Lab, San Francisco, CA, group show.  
 “Space Face,” Design Competition Entries for the Museum of Contemporary Art at the Luther Burbank Center, Santa Rosa, CA, group show.  
 “New Work,” Oliver Art Center, California College of the Arts, Oakland, CA, group show.
- 2002 Summer: “House Broken,” Rena Bransten Gallery, San Francisco, CA, group show.  
 Winter: “Box Seats,” Yerba Buena Center for the Arts, San Francisco, CA, for the performance art series: “Slow Dive.”
- 2001 Summer: “20<sup>th</sup> Anniversary Design Collection Exhibition,” Limn, San Francisco, CA, group show.  
 Spring: “Drawings from Experience,” Limn, San Francisco, CA, group show.
- 2000 Winter: “Types and Prototypes,” San Francisco Museum of Modern Art, San Francisco, CA, group show.
- 1999 Fall: “Vista Point,” M.H. de Young Memorial Museum, San Francisco, CA, for the group show “Museum Pieces.” Collaboration with sound designers Kris Force and Jayne Roderick.  
 Winter: “On the Table,” Wexner Center for the Arts, Columbus, OH, group show.
- 1998 Fall: “IOOA Retrospective,” exhibition of 14 years of collaboration, 1240 Valencia Street, San Francisco, CA.  
 Summer: “Bathroom,” Thomas Healy Gallery, New York, NY, group show.
- 1997 Fall: “One Mile Shebang,” Collision Gallery, San Francisco, CA, group show.  
 “Bay Area Portfolio: Design @ Large,” Bedford Gallery, Regional Center for the Arts, Walnut Creek, CA, group show.
- 1996 Fall: “Gnomon,” San Francisco Museum of Modern Art, San Francisco, CA, commissioned collaboration with graphic designer Tom Bonauro and John Randolph.  
 “Bay Area Portfolio: Design @ Large,” Bedford Gallery, Regional Center for the Arts, Walnut Creek, CA, group show.

- 1995 Summer: "Old Glory, New Story: Flagging the 21<sup>st</sup> Century," Santa Monica Museum of Art, Monica, CA, group show.  
Spring: "Old Glory, New Story: Flagging the 21<sup>st</sup> Century," Capp Street Project, San Francisco, CA, group show.
- 1994 Fall: "The Lot Project," Vienna, Austria, group show, in collaboration with John Randolph.  
Summer: "House Rules," Wexner Center for the Arts, Columbus, OH, collaboration with John Randolph and writer Henry Urbach, for group show.
- 1991 Fall: "Prima Facie," New Langton Arts, San Francisco, CA, in collaboration with John Randolph.  
Spring: "Subjective Archives: Panopticon of Utility and Obsolescence," California Museum of Photography, Riverside, CA, in collaboration with John Randolph.
- 1990 Spring: "Subjective Archives: Panopticon of Utility and Obsolescence," SF Camerawork, San Francisco, CA, in collaboration with John Randolph.
- 1989 Spring: "Young Architects Series," Architectural League, New York, NY, group show.  
"Art Against AIDS," Butterfields and Butterfields, San Francisco, CA, group show.
- 1988 Fall: "The Center Project," Capp Street Project, San Francisco, CA.  
"Furniture, Form, and Function," California Craft Museum, San Francisco, CA, group show.  
Summer: "The Flying Project," LIMN, San Francisco, CA, group show.  
Spring: "The Center Project," San Jose Institute of Contemporary Art, San Jose, CA.  
Winter: "Furniture on View," Capp Street Project, San Francisco, CA, group show.
- 1987 Summer: "New Interiors: Furniture in an Environmental Context by Seven Bay Area Artists," Mills College, Oakland, CA, group show.
- 1986 Summer: "Shelter," Richmond Art Center, Richmond, CA, group show.  
"Furniture in the Aluminum Vein," Kaiser Center Art Gallery, Oakland, CA, group show.  
Winter: "The Prototype Project," DNA Lounge, San Francisco, CA, group show.
- 1985 Summer: "Future Furniture," Newport Harbor Art Museum, Newport Beach, CA, group show.  
"New Furnishings," Triton Museum of Art, Santa Clara, CA, group show.  
"Tenth Anniversary Show," New Langton Arts, San Francisco, CA, group show.  
Fall: "High Styles," Whitney Museum, New York, NY, group show.  
"Chain Reaction," San Francisco Arts Commission Gallery, San Francisco, CA, group show.
- 1984 Summer: "Furnishings by Architects," Max Protech Gallery, New York, group show.  
Winter: *Granite Cooktop*, exhibited at Steven Lieber Gallery, San Francisco, CA.
- 1983 Fall: "Furniture by Bay Area Artists," Limn, San Francisco, CA, group show.  
Winter: "Furnitures '83," Limn, San Francisco, in collaboration with Mark Mack.
- 1982 Winter: "Drawings by Architects," Philippe Bonnafont Gallery San Francisco, CA, group show.

#### **Collections/Commissioned Installations**

ASU Art Museum, Tempe, AZ: "ASU Time Capsule Triptych."

San Francisco Museum of Modern Art: "Time Capsule Triptych"(LST), "Ant Farm Media Van v.08[Time Capsule]" (LST commission), "Gnomon" (IOOA commission), "Blob Model" (IOOA), "Blobometer" (IOOA), "Granite Cooktop," and "Toilet and Hightank."

M.H. de Young Memorial Museum: "Vista Point" (commission).

Wexner Center: "in medias res" (IOOA commission).

California State University International Program, Florence, It: "Stemma" (commission).

#### **Affiliations, Memberships and Committees**

2018 Electric Auto Association.

2008 California Preservation Foundation, Member.

American Composites Manufacturers Association, International Building Code working group.  
Southern Exposure, Alternate Exposure Round II, Granting Panel Juror.

2002-05 Appointments, Promotion, and Tenure Committee for California College of the Arts

1988-96 Board of Directors, Curatorial and Executive Committees, New Langton Arts, San Francisco, CA

### **Academic Service**

2005 "Casting in the Expanded Field," An exhibition of student work, practicing artists and architects who are engaged in the conceptual and process based aspects of casting. Co-curated and developed with Mark Thompson and Clay Jensen. CCA, Oakland, Shaklee Building.

### **Public Art Commissions**

2017 "Oak Knoll Bridge," Oak Knoll Venture Acquisitions, Oakland, CA. (in process).

2015 "(de)Appropriation Parklet, A memorial to free speech," San Francisco Arts Commission and co-sponsored privately.

2008 "Hello, San Jose!" San Jose Art Commission, San Jose, CA. Temporary installation in collaboration with Chip Lord, June 3-August 10.

2008 "Trophy Wall," Minnie and Lovie Ward Recreation Center, San Francisco, CA; design consulting and construction documents for the public art commission of Jon Rubin & Jim Goldberg.

### **Exhibition and Set Design Projects**

2013 "Skygate," Installation design consulting and fabrication for Tamara Albaitis, San Francisco, CA.

2001 "Pomegranate Wall," San Jose Museum of Art, CA; design consulting for Catherine Wagner.

1996 "Art & Science: Investigating Matter," Washington University Art Museum, St. Louis, MO. Exhibition design for Catherine Wagner's photographic exhibition, IOOA.

1993 "Home and Other Stories," Mills College, Oakland, CA. Exhibition design for Catherine Wagner's photographic exhibition, IOOA.

1991 "Rule Without Exception," Mills College, Oakland, CA. Collaborative installation of Lewis Baltz's photographic retrospective with IOOA.

1990 "The Inverted Year," Performance, San Francisco, CA. Concept and set design collaboration with Zaccho Dance Theater, Joanna Haigood, Ned Kahn, and John Randolph.

1988 "Center," Capp Street Project, San Francisco, CA. Collaborative design and installation of a group exhibition with Tom Bonauro and John Randolph.

### **Commercial and Institutional Architectural Projects**

2014 KitchenTown  
Conceptual design, space planning, custom folding glass wall.  
San Mateo, CA.

2007 Adaptive Path  
Space planning, custom fixtures and furniture.  
San Francisco, CA.

1998 The Grove Consultants International (IOOA)  
Interior design, custom furniture, and fixtures for their main level conferencing facilities.  
Presidio, San Francisco, CA.

- 1995 Eos Restaurant & Wine Bar (IOOA)  
Interior architectural design of a restaurant, wine bar, and wholesale baking facility.  
San Francisco, CA.
- Gallery RAM / Luisotti (IOOA)  
Interior design, fixtures, and custom furniture for a fine art gallery.  
Santa Monica, CA.
- Function Engineering (IOOA)  
Architectural design consulting and custom furniture for engineering and product  
design office. Palo Alto, CA.
- 1992 Gordon Biersch Brewery & Restaurant (IOOA)  
Architectural design of functioning brewery and restaurant.  
San Francisco, CA.
- The Straw, the Jar, & the Bean (IOOA)  
Architectural design and fixturization of retail health food store.  
San Francisco, CA.
- 1988 Capp Street Project (IOOA)  
Remodel and design of offices, furniture, and gallery exhibition space for installation oriented  
art. San Francisco, CA.
- 1987 Latrine Project (IOOA)  
Conversion of a historic military latrine into a public restroom and bathing facility.  
Headlands Center for the Arts, Sausalito, CA.

### **Residential Architectural Projects**

- 2017 Residential remodel and custom entry gate, San Francisco, CA (in construction).
- 2016 SunRoom + MusicRoom  
A horizontal addition of a minimal glass box over an acoustically isolated basement.  
San Francisco, CA.
- 2012 Folded Bathroom  
A modern design maximizing storage concerns, with a rich palette of materials in a traditional  
bungalow, Oakland, CA.
- 2009-12 Tudor Redux  
General remodel of a Tudor Revival house and separate garage with a studio, considered a  
historic resource. Addition includes complete remodel of all interior spaces, excavation  
underneath existing house for a new basement, two story library, planted roof, roof terrace,  
rain water harvesting, and LEED SILVER certification, San Francisco, CA.
- 2008 Ocean Beach House (unrealized project)  
Vertical addition of a master bedroom suite, extensive remodel to a '50s home in, San  
Francisco, CA.
- 2007-11 Hillenbrand-Arlt Residence  
Main house, guesthouse, bathhouse, barn, and extensive site work for this compound. The  
project, with its heavy timber construction, is built almost exclusively, inside and out, of a non-  
commercial species of the local coastal hardwood Giant Chinquapin, seasoned to a silvery grey  
from the salt air and is located in Bolinas, CA.
- 2005-8 Bathpod (unrealized project)  
Vertical addition of a master bedroom suite with a pre-fabricated composite bathroom,  
library/office, and child's room to a '50s modern home in, San Francisco, CA.

- 2007 Urban Earthship (unrealized project)  
2,700 sq. ft. speculative house for developer/builder. Sustainable design and construction, includes passive and active solar systems, rainwater harvesting, planted roofscape, off site and pre-fabricated components from recycled or recyclable materials. San Francisco, CA.
- 2004-6 Open House  
General remodel of a '70s tract house with major structural reconfiguration of roof and envelope, including kitchen, all living areas, bathrooms, addition of new exterior entry court and decks. San Luis Obispo, CA.
- 2005 Speculative House  
Modernization of a 2,700 sq. ft. Edwardian house. Sustainable materials and construction, includes a photovoltaic system. San Francisco, CA.
- 2004 SkyRoom  
Vertical addition of a bedroom and bathroom with a balcony to a co-housing project including an exterior stair and bridge for access. Oceano, CA.
- 2004 Pelsinger-Villalba Addition/Remodel  
Raise house to insert new basement-level family room and bedroom, with new kitchen and master bedroom suite addition to the rear of a three-story Edwardian, and a new two-story separate garage/potting shed. San Francisco, CA.
- 2004 Hillenbrand-Arlt Addition/Remodel  
New kitchen and master bedroom suite with a roof deck addition to a three-story Victorian. San Francisco, CA.
- 1999 Sweet-Tomb Apartment  
Conversion of former police station into a two-bedroom home suitable for exhibiting David Tomb's paintings. San Francisco, CA.
- 1999 C House (IOOA)  
2450 sq. ft. house with a lap pool and an 840 sq. ft. caretaker's unit. Sonoma, CA.

#### Published Work

- 2018 "Carbon Fiber Vortex," arcCA, Tim Culvahouse, <http://www.aiacc.org/2018/02/18/carbon-fiber-vortex/>
- 2017 Exhibition Review: *The Present Is The Form Of All Life: The Time Capsules of Ant Farm and LST*, Richard Rinehart, FutureAnterior, Volume XIV, Number 1, Journal of Historic Preservation, History, Theory, and Criticism, GSAPP, Columbia University.  
"The Present Is the Form of All Life: Time Capsules of Ant Farm & LST," edited by Flyntz, Liz, & Howe, David, Pioneer Works Press.
- 2016 "Ant Farm and LST," review by Glenn Adamson, Art Forum, December, pp 262-3.  
"Capsula del Tiempo / Ant Farm & LST," Daniel pernudo, DXI Magazine, 8 Noviembre. <http://www.dximagazine.com/2016/11/08/capsula-del-tiempo-ant-farm-lst/>  
"Be Kind, Rewind: Alt-Media Pioneers crack Open Their Time Capsules," Leo Goldsmith, The Village Voice, October 5. <http://www.villagevoice.com/content/printView/9183619>  
"Never before seen works from Ant Farm and LST to go on display in Brooklyn," Jason Sayer, Architects Newspaper, July 12. <http://archpaper.com/2016/07/ant-farm-pioneerworks-brooklyn/-gallery-0-slide-0>  
"Building A Time capsule For The Digital Age," Diana Budds, Fast Company, September 13, <https://www.fastcodesign.com/3063631/building-a-time-capsule-for-the-digital-age>  
"The Present Is the Form of All Life: Time Capsules of Ant Farm & LST," Gutierrez, Benjamin, Document, <http://www.documentjournal.com/article/the-present-is-the-form-of-all-life>

- “Can Members of Ant Farm Recover its ‘Citizen’s Time Capsule,’ Buried for 40 years?, Laura van Straaten, ArtNet, <https://news.artnet.com/exhibitions/can-ant-farm-unearth-lost-work-653129>
- “Burning Man’s Mutant Vehicles eat dust...and people?” Stephy Chung, CNN, September 7, <http://www.cnn.com/2016/09/06/autos/burning-mans-mutant-vehicles/index.html>
- 2015 “Ft. Mason has a Remote-Controlled, Life-Size El Camino,” Peter Lawrence Kane, SF Weekly, Mar 7, <http://www.sfweekly.com/exhibitionist/2016/03/07/fort-mason-has-a-remote-controlled-life-size-el-camino>
- “Politicking and playtime mix at Sunday Streets on Valencia,” John King, SF Gate/Chronicle, October 18, pp C1,C2. <http://www.sfgate.com/bayarea/article/Sunday-Streets-bustling-as-usual-but-with-a-6576604.php-photo-8812013>
- “Art of Burning Man,” NK Guy, Taschen, pg. 194.
- “Art Wall Opens for Debate,” Lydia Chavez and Cristiano Valli, SF Gate, <http://blog.sfgate.com/inthemission/2015/08/02/valencia-art-wall-opens-for-debate/>
- “Art Wall Opens for Debate,” Lydia Chavez and Cristiano Valli, Mission Local, <http://missionlocal.org/2015/08/art-wall-opens-for-debate/>, August 2.
- “Bruce Tomb Extends Valencia’s Art Wall,” Lydia Chavez, Mission Local, <http://missionlocal.org/2015/07/walling-and-walking-on-art/>, July 9.
- 2013 “Art Cars- A Traveling Show,” Sacramento Bee, Special Advertising Section, Sacramento Auto Show, Oct 17, 2013, pg 27.
- “This Homemade ‘Flying Car’ Can’t Exactly Fly, But It Still Turns Heads,” Annaliza Savage, Wired <http://www.wired.com/design/2013/03/maria-the-flying-car/>, March 15.
- 2012 “East of Fresno,” Catalog for the exhibition, The Hatchery Art Spaces, pp 98, 99.
- “Maria del Camino,” Cory Doctorow, <http://boingboing.net/2012/09/16/maria-del-camino-a-mutant-exc.html>
- “Burning Man Ticket Lottery,” Julia Marshall, California News Service, University of California Berkeley’s Graduate School of Journalism, student TV, <http://vimeo.com/38599696>.
- “Treaded Truckasaurus menaces quiet neighborhood,” Andrew Sarkarati, Mission Mission, June 4.
- 2011 “Temporary Structures: Performing Architecture in Contemporary Art,” Deitsch, Dina, Catalog for the deCordova Sculpture Park and Museum, Lincoln, MA.
- “My Mission: Bruce Tomb,” Interview by Heather Smith, <http://missionlocal.org/2011/01/my-mission-bruce-tomb/>
- 2010 “Infinite City,” Solnit, Rebecca, University of California Press, pp 141, 146.
- 2009 “Street Art San Francisco: Mission Muralismo,” edited by Jacoby, Annice, Abrams, pp 210-213.
- “Bellwether,” Southern Exposure, catalogue for the exhibition, Courtney Fink, pp12-15.
- “Bellwether,” Review in Art Practical.com, Renny Pritikin, November.
- “Southern Exposure finds new home,” Kenneth Baker, San Francisco Chronicle, October 17.
- “Bellwether,” Nirmala Nataraj, San Francisco Chronicle/96 Hours, October 15.
- “New SoEx Space reflects Eclectic Spirit,” Jean Shiffman, San Francisco Arts Monthly, pp1-3.
- 2008 “60 Years of Tomorrow,” *Cine Source Magazine*, Reveux, Tony, December 2008. [http://cinesourcemagazine.com/index.php?/site/comments/60\\_years\\_of\\_tomorrow](http://cinesourcemagazine.com/index.php?/site/comments/60_years_of_tomorrow)
- The Art of Participation: 1950 to Now*, Freiling, Rudolf, Pellico, Melissa. Exhibition catalog, San Francisco Museum of Modern Art, pp136-39.
- “(de)Appropriation Project, Bruce Tomb and the Valencia Street Wall,” Aimee Le Duc, *Journal of Aesthetics and Protest*, Issue 6, pp62-69.
- “Sam Farber interviews Bruce Tomb, Hello, San Jose!” 1590 KLIV Radio, August 1.
- “Resistance is futile—or is it?” *San Francisco Bay Guardian*, Steven Jones, March 19.
- “An Orange Brick in the Wall,” *SF Weekly*, Andy Wright, March 19-25, p. 9.
- “(de)Appropriation Project Archive,” *San Francisco Bay Guardian*, February 20, p. 22.
- “(de)Appropriation Project Archive,” *Exposure*, Jordan Geiger, No. 1.

"Interview with Bruce Tomb," *Artslant*, Rack Room, February.  
<http://www.artslant.com/sf/artists/rackroom>

- 2006 "Courtney Fink of [Southern Exposure](#) interviews Bruce Tomb, the owner of Valencia's Freedom Wall," <http://www.conceptualart.org/npr>, July 29.  
"Can Composites Take Green to Market?" *Composites Manufacturing*, Letters to Editor, Bruce Tomb, October, p. 16.  
*Architecture of the San Francisco Bay Area: A History and Guide*, Schwarzer, Mitchell. William Stout Publishers, pp 56, 126,127, 170.
- 2005 "Ghosts of a Lost City," San Francisco Chronicle, Insight Section F, Rebecca Solnit, July 3, p. 1.  
"Police station turns into wall of free speech/Symbol of conformity turns into radical sounding board," San Francisco Chronicle, Insight Section F, by Shadi Rahimi, July 3, pp. 1-3.
- 2003 "Building Character," Episode #307, HGTV, Police Station Conversion.  
"Designing a Life," 7X7, Police Station Conversion, Spring '02, pp. 77-82.  
"Best Cop Shop Conversion," Best of the Bay, *San Francisco Bay Guardian*.
- 2001 "Carbon Fiber Vortex," *arcCA*, infrastructure issue 01.4, Culvahouse, Tim, p. 40.  
"Advise and Invent," *Residential Architect*, Apr., Maynard, Nigel F., pp. 106-8.
- 2000 *Contemporary American Furniture*, Cabra & Ngo. Universe Publishing, p. 137.  
"Vista Point," *I.D. Magazine*, 46<sup>th</sup> Annual Design Review, Best of Category - Environments, July/August issue, pp.140-1.  
"Manipulating the Details," *LINE*: SF AIA Publication, Issue 2, Tucker, Sharon, pp. 3-5.  
I F Basin, New Product mentions: *Architecture, Architectural Record, Interior Design, K & B Design News, Metropolitan Home*, among others.
- 1999 "Local Heroes," *San Francisco Chronicle*, Nov.11, Baker, Kenneth, on Museum Pieces at the de Young.  
"Museum Pieces," exhibition catalog published by the de Young Museum.  
"Genial Deconstruction of the de Young Museum," *San Francisco Examiner*, Nov. 26, Bonetti, David.  
"Museum Pieces: Bay Area Artists Consider the de Young," *City Search*, Dec. 3, on-line, Berry, Colin, bayarea.citysearch.com.E/E  
"Designing the Future," *San Francisco Magazine*, Nov., pp. 50-52.  
"On the Table," exhibition catalog from the Wexner Center for the Arts group exhibition, Granite Cooktop.
- 1998 "Gnomon -between Architecture & Science," Urbach, Henry. *The Journal of Architecture*, Vol. 3, Autumn, pp. 179-184.
- 1997 "Gnomon," *ID Magazine* 43<sup>rd</sup> Annual Review & Awards, Jul./Aug., p. 155.  
"We Will Create the 21<sup>st</sup> Century," *Quarterly M*, Japan, Premier Issue, Spring, p. 45.  
"Fifth Annual I.D. Forty," West Coast Special Issue, *I.D. Magazine*, Jan/Feb., p. 64.  
"Kitchen Designers Dine Out," *San Francisco Examiner*, Nov.12, pp.1,3-5. Eos Restaurant.
- 1996 "1996 Best of the Year," "Gnomon," Urbach, Henry. *Artforum*, Dec. 6, p. 35.  
"Gnomon," Schumacher, Donna Leigh. *Sculpture*, Dec.  
"The Thing," Helfand, Glen. Sept. 11 issue, *San Francisco Bay Guardian*, pp. 41-45.  
"The Blob Comes to the City," Bonetti, David. Sept.10, *San Francisco Examiner*, p. B-7.  
"Gnomonclature," Albi, Andrea and Hurtig, Brent. *Addicted to Noise*, on-line magazine, [www.addict.com](http://www.addict.com).  
*STUD: Architectures Of Masculinity*, Sanders, Joel. Princeton Architectural Press, pp. 162-173.  
"Industrial Chic," *Metropolitan Home Magazine*, Sept./Oct.
- 1995 *San Francisco Style*, Saeks, Diane Dorrans. Chronicle Books.  
"East Meets West," *Architectural Record*, Record Houses, Apr., p.39.  
"Der Architektur Think Tank," *Architektur Aktuell*, #177, pp. 60 - 68.

- 1994 *The Essential House Book*, Conran, Terence. Various projects throughout, Crown Publishers.  
 "House Rules," with Henry Urbach, *I'ARCA*, #85 Sept., p. 78.  
 "In Medias Res," with Henry Urbach, the Wexner Center Exhibition Project, *Assemblage #24*  
 "Dancing On Ruins: The Allegorical Architecture of IOOA," *OZ*, Volume 16, pp. 26 - 31.  
 "Interim On Interim," portfolio, *Elle Decor*, Feb./Mar. (U.S.), Apr. (Japan), pp. 112 - 119.
- 1993 "Life On The Water," *SF Focus*, Nov., pp. 76 - 79.  
 "Latrine, Latrine on the Wall," *DBZ*, Special Edition, pp. 46 - 51.
- 1992 "Gordon Biersch Brewery." *Architectural Record*, Sept., pp. 92-96.  
 "Tom Bonauro Work/Live Space," *World Residential Design II*, Volume 2, pp. 4-5.  
 "Rule Without Exception," *Perspektief*, No. 43, Feb., pp. 4-17.  
 "Reviews; Prima Facie exhibition at New Langton Arts," *Artforum*, Mar., pp. 113-114.  
 "Headlands Center for the Arts," *Space/Design*, Nov., pp. 4-8.
- 1991 *Morning Edition*, National Public Radio, interviewed by Cy Musiker. Nov. 15.  
 "Ways of Seeing," *Artweek*, Apr. 25, p.10.  
*Violated Perfection*, Betsy, Aaron. Rizzoli Publishing, pp.199-201.  
 "Obsolescence of Technology," *Offramp*, Volume 1, no. 4, pp. 120-122.
- 1990 "Portrait of an Artist," *Architectural Record*, Apr., cover & pp. 74-78.  
 "Subjective Archives," *Art Gallery International*, Dec., p. 10.
- 1989 "Brave New World," *Architectural Record* Mid-Sept., Record Interiors, pp. 118-125.  
*New Architecture San Francisco*, Shay, James, A.I.A. Chronicle Books, San Francisco, pp. 62-5.  
 "Headlands Center Latrine," *National Public Radio*, interview w/Catherine Stifter, Jan. 26.
- 1988 "Architect's Striking Low-Tech Furniture Is a Taste Worth Acquiring," *Oakland Tribune*, Apr.10.
- 1987 "Bureaux 1987," *Architecture Interieure Cree*, (France) Apr./May, cover & pp. 132-133.  
*High Touch - The New Materialism in Design*, Janjigian, Rbt. E.P. Dutton, pp. 36-37, 94-95.
- 1986 "New Wave in American Design," *F.P. Magazine* (Japan), Jan., pp. 40-47.
- 1985 "Twentieth Century American Design," *High Styles; Catalog for the Whitney Museum*, pp. 206.  
 "Design - The Shape of Things to Come," *Time*, Dec. 23, pp. 68-69.  
 "Portfolio: Furniture by Artists," *Conjunctions*: 7, pg.184.
- 1984 "Fourth Annual International Furniture Competition," *Progressive Architecture*, May.  
 "Quel Fornellino mi Ricorda Qualcosa," *Casa Vogue* (Italy), Sept., pg. 136.

## Videography

- 2015 "Maria Flying Car," Discovery Channel/Daily Planet, Canada  
<http://www.discovery.ca/Shows/Daily-Planet>
- 2013 "Revs Program at Stanford Welcomes Bruce Tomb's Maria del Camino to Performance Studies International," [http://www.youtube.com/watch?v=OtzXYt\\_mmLE&feature=player\\_detailpage](http://www.youtube.com/watch?v=OtzXYt_mmLE&feature=player_detailpage)  
 "This Homemade 'Flying Car' Can't Exactly Fly, But It Still Turns Heads," Annaliza Savage, *Wired*  
<http://www.wired.com/design/2013/03/maria-the-flying-car/>.
- 2009 Time Capsule Triptych (Discovery & Colocation Dream), with Chip Lord and Curtis Schreier, 3 minutes + continuous on Brite Sign player.
- 2008 Ant Farm Media Van v. 08, Truckstop Network & Truckstop Tour Video, with Chip Lord and Curtis Schreier, TRT 142 minutes on DVD.
- 2006 "(de)Appropriation Project," TRT 2:53, Quicktime.



### Miscellaneous Blogs referencing work...partial

<http://pinsta.me/tag/deAppropriation>

<http://www.artbabble.org/video/asian-art/wheatpasting-deappropriation-wall>

<http://www.streetartsf.com/blog/deappropriation-wall>

<http://lifewithoutbuildings.net/2008/06/ant-farm-bruce-tomb-media-van-20.html#comments>

<http://xlterrestrials.org/plog/index.php/uncategorized/prison-industrial-complex-and-prisoner-awareness-days-sf-march-11-and-berlin-march-15>

<http://urbanpalimpsest.blogspot.com/2008/02/wall-as-archive.html>

[http://latimesblogs.latimes.com/pardonourdust/2007/05/is\\_it\\_a\\_kitchen.html](http://latimesblogs.latimes.com/pardonourdust/2007/05/is_it_a_kitchen.html)

[http://www.core77.com/blog/object\\_culture/he\\_can\\_see\\_the\\_writing\\_on\\_the\\_wall\\_2736.asp](http://www.core77.com/blog/object_culture/he_can_see_the_writing_on_the_wall_2736.asp)

<http://starkguide.blogspot.com/>

[http://crush3r.com/page/public/sohefddura/deappropriation\\_project\\_archiveart\\_activism](http://crush3r.com/page/public/sohefddura/deappropriation_project_archiveart_activism)

<http://stencilarchive.org/node/347>

<http://www.adaptivepath.com/blog/2007/01/>

<http://ethsix.com/blog/2008/02/02/whos-wall-our-wall-well-actually/#more-166>

### Lectures, Symposia, and Seminars

- 2018 Fall: "Driving Lessons"(Skid Steer and Remote Control for Maria del Camino), NIMBY, Oakland, CA.
- 2017 Winter: The Forum, Graduate Multi Media Program, CSU East Bay, Hayward, CA.
- 2016 Fall: "The Present Is The Form Of All Life," moderated by Felicity Scott, Pioneer Works, Brooklyn, Red Hook, NY.  
"Variations on a Theme: Intergenerational perspectives from League Prize Winners," California College of the Arts, San Francisco, CA.
- 2013 Summer: "Maria del Camino meets Media Burn," Performance Studies International #19, Stanford University, CA.
- 2012 Winter: "Kickstarter," panel discussion, Southern Exposure, San Francisco, CA.
- 2011 Fall: Lit Crawl, hosting of a reading event with Annice Jacoby, Jason Ferriera, Amy Franceschini, Cooley Windsor, and Minnie Singh. Organized through Headlands Center for the Arts.
- 2010 Fall: "Thrilling Wonder Stories II, Alternative Presents," with Ant Farm, Architectural Association Symposium, London, England (via SKYPE).  
Spring: "Design Forum," Perkins+Will Architects, San Francisco, CA.
- 2008 Fall: "Studio Tour," Art Guild of the Oakland Museum of California.  
Winter: "(de)Appropriation Project Public Meeting," Southern Exposure, San Francisco, CA.
- 2007 Summer: "Commodified Culture," panel discussion with Andrea Zittel, Donald Fortescue and Mike Kuniavsky, Headlands Center for the Arts, Sausalito, CA.  
Winter: "There's a Great Future in Plastics. Think about it. (Again)," San Luis Obispo Chapter AIA.
- 2006 Spring: "Architectural Design Innovation in a Historic Context," 31<sup>st</sup> Annual California Preservation Conference, Sacramento, CA.  
"Before and After Architecture," Architecture Lecture Series, California Polytechnic State University, San Luis Obispo.  
"Before and After Architecture," Architecture Lecture Series, California College of the Arts, San Francisco, CA.  
"Leadership Seminar," Graduate Design, organized by Linda Yaven, California College of the Arts, San Francisco, CA.
- 2005 Winter: "Hibbs-Gray Vertical Addition," Presentation to the Northern California Chapter of DOCOMOMO, San Francisco, CA.
- 2004 Fall: MFA Seminar presentation, organized by Larry Sultan, California College of the Arts, San Francisco, CA.

- 2003 Fall: “(de) Appropriation Project,” Curatorial Practice Seminar for Glen Helfand  
California College of the Arts, San Francisco, CA.  
“The Lightning Field,” Lecture for 3<sup>rd</sup> year architecture studios. California College of the Arts.  
“(de) Appropriation Project,” *Faculty Talks*, California College of the Arts.  
Summer: *Salon Series*, “The Space Around US,” with Julie Mehretu, Headlands Center for the Arts.  
Spring: *Post Nature Seminar*, presentation and field trip for Mark Thompson, California College of the Arts.
- 2002 Summer: “Graffiti Re-appropriation,” lecture, *Collideoscope*, IDSA 2002 National Conference, Monterey, CA.
- 1998 Winter: “The Confluence of Furniture, Art, & Architecture,” Spokane Chapter, AIA, Spokane, WA.
- 1997 Fall: “Mediating Paradoxical Spaces,” *Art, Technology, and Culture Colloquium*, UC Berkeley, CA.  
“Mediating Paradoxical Spaces,” Cranbrook Academy of Art, Bloomfield Hills, MI.  
Summer: “48 Projects, 14 Years,” San Francisco Art Institute/Gen Art, San Francisco, CA.
- 1996 Fall: “The Fullness of Constructed Abstraction,” SFMOMA panel discussion with IOOA,  
Tom Bonauro & Mitchell Schwarzer on “Gnomon,” California College of Arts and Crafts.
- 1995 Spring: “In Between the Building and Art,” *Looking at Art With Artists Seminars*,  
San Francisco Museum of Modern Art, San Francisco, CA.
- 1994 Fall: “The Lot Project,” Vienna, Austria.  
Winter: “Virtual City,” Rice Design Alliance, Rice University, Houston, TX.
- 1993 Spring: “What is Natural?,” *Graham Foundation Ph.D Symposia*, School of Architecture,  
Princeton University, Princeton, NJ.
- 1992 Fall: *1992 Fall Lecture Series*, Southern California Institute of Architecture, Los Angeles, CA.  
Fall: Graduate Seminar, California Institute for the Arts, Valencia, CA.
- 1990 Spring: “Subjective Archives,” SF Camerawork, San Francisco, CA.
- 1988 Spring: “Current Works,” School of Architecture and Environmental Design,  
California Polytechnic State University San Luis Obispo, San Luis Obispo, CA.
- 1986 Spring: “Current Works,” *Western Addition Lecture Series*,  
San Francisco Arts Commission Gallery, San Francisco, CA.
- 1985 Fall: “Future Furniture,” Newport Harbor Art Museum; Newport Beach, CA.

### Teaching

- 2009 Spring: “Post Nature- Remix,” Sculpture Workshop, California College of the Arts, Oakland, CA.
- 2008 Spring: “Casting Topologies,” Interdepartmental Workshop, California College of the Arts,  
Oakland, CA.
- 2007 Fall: “Casting Architecture,” Advanced Studio, California College of the Arts, San Francisco and  
Oakland, CA.  
Spring: “Casting Topologies,” Interdepartmental Workshop, California College of the Arts,  
Oakland, CA.  
Winter: “Para-architecture and the Carrier Hotel,” Architecture 452, California Polytechnic State  
University, San Luis Obispo, CA.
- 2006 Fall: “Casting Architecture,” Advanced Studio, California College of the Arts, San Francisco and  
Oakland, CA.  
Spring: “Casting Topologies,” Interdepartmental Workshop, California College of the Arts, Oakland, CA.

- 2005 Fall: "Casting Architecture," Advanced Studio, California College of the Arts, San Francisco and Oakland, CA.  
Spring: "Post Nature- Remix," Sculpture Workshop, California College of the Arts, Oakland, CA.
- 2004 Fall: "Molds and Modulations, Urban Time Share," Masters of Architecture 2<sup>nd</sup> year studio, team taught with Stephen Phillips, California College of the Arts, San Francisco, CA.
- 2003 Fall: "In The Landscape," Architectural Design, 3<sup>rd</sup> year studio team taught with Lisa Findley, California College of the Arts, San Francisco, CA.
- 2002 Fall: "In The Landscape," Architectural Design, 3<sup>rd</sup> year studio team taught with Lisa Findley, California College of the Arts, San Francisco, CA.
- 2001 Fall: "In The Landscape," Architectural Design, 3<sup>rd</sup> year studio team taught with Lisa Findley, California College of the Arts, San Francisco, CA.
- 2000 Spring: "Mythos of the Frontier," Architectural Design, Vertical Studio, California College of the Arts, San Francisco, CA.
- 1999 Spring: "Paradoxical Space and Systems of Control," Architectural Design, Vertical Studio, California College of the Arts, San Francisco, CA.
- 1996 Fall: "Permeable Membranes," Interdisciplinary Vertical Studio, team taught with Mark Thompson, California College of the Arts, San Francisco, CA.
- 1995 Spring: "The Agit-Prop Reconsidered," Interdisciplinary Studio Pilot, team taught with Mark Bartlett, California College of the Arts, San Francisco, CA.
- 1994 Fall: Interior Design III, California College of the Arts, San Francisco, CA.
- 1993 Fall: "Exploring the Notion of a Total Environment," Industrial Design III, California College of the Arts, San Francisco, CA.
- 1989 Fall: "Architecture 201," Graduate Design Studio, team taught with Mark Mack, Department of Architecture, University of California at Berkeley, CA.

### Grants, Residencies, Honors and Awards

- 2018 Center for Cultural Innovation, Investing in Artists Bay Area Ally Fund.
- 2015 Individual Artist Commissions, San Francisco Arts Commission for *A memorial to free speech*.
- 2012 Center for Cultural Innovation, Investing in Artists grant for *Maria del Camino*.
- 2008 Artist in Residence, Headlands Center for the Arts, Sausalito, CA
- 2006 Nominee for *2005 Precita Eyes Mural Awareness*, Special Recognition, "Free Speech Wall."  
*San Francisco Bay Guardian*, Best of the Bay, "Best Cop Shop Conversion."
- 2003 *I.D. Magazine* 46<sup>th</sup> Annual Review & Awards, Best of Category - Environments, "Vista Point."
- 2000 *I.D. Magazine* 43<sup>rd</sup> Annual Review & Awards, Honorable Mention - Environments, "Gnomon."
- 1997 *Architectural Record*, Record Interiors - Gordon Biersch Brewery.
- 1992 N.E.A. Museum Grant for special projects through New Langton Arts.
- 1990 California Arts Council Grant for Sculpture.
- 1989 Kraus Sikes - American Crafts Council. Grand Prize Furniture - Granite Cooktop.  
Eureka Fellowship 1989 from the Fleishhacker Foundation, San Francisco, CA.  
Gerbode Foundation Grant for Collaborative Performances.  
The Architectural League Young Architects Award, NY.  
*Architectural Record*, Record Interiors - The Latrine Project.
- 1987 Artist in Residence, Headlands Center for the Arts, Sausalito, CA
- 1984 *Progressive Architecture*, 4<sup>th</sup> International Furniture Compet., Grand Prize- Granite Cooktop.

### Other

- 2017 Winter: "Maria del Camino Redux," Successful KICKSTARTER fundraising campaign.  
<https://www.kickstarter.com/projects/1215796205/maria-del-camino-redux?>
- 2013 Summer: "Monster Drawing Rally," Southern Exposure, collaboration with Will Sultan.
- 2012 Summer: Host of Southern Machine Exposure Project with Chris Solares, Liz Glynn & Nate Page.
- 2011 Summer: Host of LitQuake/LitCrawl/Headlands Center for the Arts, Jason Ferriera, Annice Jacoby, Minnie Singh & Cooley Windsor.
- Winter: "Maria del Camino," Successful KICKSTARTER fundraising campaign.  
<http://www.kickstarter.com/projects/1215796205/maria-del-camino>

**BRUCE TOMB**  
**Oak Knoll Vehicular Bridge Public Art**

Photo Information

1. *(de)Appropriation Parklet- A Memorial for Free Speech*, San Francisco, CA, 2015.
2. *Hello San Jose!*, collaboration with Chip Lord, San Jose, CA, 2008.
3. *Maria del Camino*, various sites, 2010-2018.
4. *Ant Farm Media Van v.08 [Time Capsule]*, collaboration with Chip Lord and Curtis Schreier, Pioneer Works, Brooklyn, NY, 2016
5. *Library*, architectural design and cast iron components, San Francisco, CA, 2010.

B R U C E  
**TOMB**





*deAppropriation Parklet—A Memorial for Free Speech*

Bruce Tomb©2015





*Hello San Jose!*

Bruce Tomb and Chip Lord©2008





*Maria del Camino*













BRUCE TOMB

OAK KNOLL VEHICLE BRIDGE PUBLIC ART CHECKLIST

**ITEM 5 ARTIST CONTRACT**

Bruce Tomb Contract

Change Order 1

Updated Vehicle Bridge Maintenance Plan

Updated Schedule of Deliverables

**AGREEMENT FOR COMMISSION OF PUBLIC ART WORK  
[PRIVATE — NON-AGENCY]**

THIS AGREEMENT, is entered into this 24<sup>th</sup> day of July, 2017, by and between OAK KNOLL VENTURE ACQUISITION LLC, Delaware limited liability company, (hereinafter, the “Owner”) with offices at 2392 Morse Avenue, Irvine, CA 92614 and Bruce Tomb (hereinafter, “Artist”) with offices at 1240 Valencia Street, San Francisco, CA 94110.

CONTRACT CONTINGENT ON ENTITLEMENT. OWNER IS CURRENTLY IN THE PROCESS OF ENTITLING THE OAK KNOLL MASTER PLANNED DEVELOPMENT (THE “PROJECT”) FOR THE CONSTRUCTION OF APPROXIMATELY 935 RESIDENTIAL DWELLING UNITS. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE VALIDITY OF THIS AGREEMENT IS CONTINGENT UPON OWNER RECEIVING FULL ENTITLEMENT OF THE PROJECT. THE PARTIES FURTHER ACKNOWLEDGE THAT THIS AGREEMENT SHALL NOT BE DEEMED EFFECTIVE UNLESS AND UNTIL THE ENTITLEMENTS FOR THE PROJECT ARE OBTAINED, AND IN THE EVENT THE ENTITLEMENTS ARE ULTIMATELY DENIED, THIS AGREEMENT SHALL AUTOMATICALLY TERMINATE AND SHALL BE DEEMED NULL AND VOID AND OF NO FORCE OR EFFECT.

\_\_\_\_\_  
Owner Initials

\_\_\_\_\_  
Artist Initials

WHEREAS, the Owner requires the services of an artist to create a work of art (hereinafter the “Artwork”) to be installed in a public space located at, on, or around the Oak Knoll Community Rifle Range Creek Bridge, Oakland, CA. The vehicle bridge is located at the intersection of Creekside Parkway and Creekside Loop (hereinafter, the “Site”);

WHEREAS, the Artist is a professional artist whose work and qualifications make the Artist uniquely qualified to create the Artwork;

WHEREAS, the Owner has selected the Artist based upon the Artist’s work and qualifications; and

WHEREAS, the Artist and the Owner wish to perform under the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the above-stated premises and subject to the conditions hereinafter set forth, the parties agree as follows:

- a. “Agency” shall mean the City of Oakland, Cultural Arts Program, Economic and Workforce Development.
- b. “Artist” shall mean: Bruce Tomb. Where there is more than one Artist, all Artists shall be referred to collectively as “Artist.” If Artist is comprised of two or more individual persons or entities, each individual person or entity shall be jointly and severally responsible for satisfying Artist’s obligations under this Agreement, and each individual

person or entity shall be liable for the acts and omissions of every other individual person or entity comprising Artist.

- c. "Artwork" shall mean the work of art designed by Artist for the Site under the terms of this Agreement, as described and defined in Artist Proposal, to be attached as Appendix A upon completion of Phase I, Conceptual Design, of the Services to be provided by Artist.

## **Article 1 Scope of Services**

### **1.1 Artist's Obligations**

- a. The Artist shall perform all services and furnish all supplies, material, labor and/or work equipment as necessary for the design, fabrication, transportation and installation of the Artwork at the Site. Services shall be performed in a professional manner and in strict compliance with all terms and conditions of applicable laws, rules regulations and ordinances, and in accordance with this Agreement.
- b. The Artist shall determine the artistic expression, design, dimensions and materials of the Artwork, subject to review and acceptance by the Owner and any regulatory agencies with project oversight, as set forth in this Agreement. The Artist will do so in a manner that ensures that the Artwork as installed shall not interfere with the intended use of the Site, pedestrian and other traffic flow, parking, safety devices and procedures, and other needs and functions of the Site as defined by Owner and/or law, rule, regulation or ordinance prior to the development of a design by the Artist.
- c. The Artist shall prepare the design concept described in Section 1.3 of this Agreement.
- d. The Artist shall complete the fabrication, transportation and installation of the Artwork at the Site by the scheduled dates as provided in Section 1.5(a)(b) of this Agreement.
- e. The Artist shall secure any and all required licenses, permits and similar legal authorizations at the Artist's expense as may be necessary for the installation of the Artwork at the Site.
- f. The Artist shall arrange for the transportation and installation of the Artwork in coordination with Owner. If the Artist does not install the Artwork himself, Artist shall supervise and approve the installation. Prior to the installation of the Artwork, Artist shall inspect the Site to ensure that it is ready to accept the Artwork and is compliant with the specifications provided by the Artist. Artist shall notify Owner of any perceived conflict, defect or non-compliance with specifications. All work shall be performed by qualified professionals and by licensed contractors as required by law.
- g. Artist shall provide required insurance in amounts and limits specified in Article 5 and Exhibit D.
- h. Artist shall provide to Owner a list of all subcontractors along with a copy of the agreement between the Artist and each subcontractor.
- i. Artist shall provide documentation for items 6-10 required by the City of Oakland Cultural Arts Program, Public Art for Private Development Checklist. See Exhibit E.

- j. Artist shall provide a set of “as built” drawings if there is significant deviation from approved and permitted construction documents.
- k. Artist shall provide photographic documentation of the Artwork in a format acceptable to Artist and Owner.
- l. Artist shall be available with reasonable advance notice for a reasonable number of meetings required to coordinate design and project implementation, ceremonies and the like, as necessary.

## **1.2 Owner’s Obligations**

- a. The Owner shall perform all obligations in strict compliance with all terms and conditions in this Agreement.
- b. The Owner 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 needed by Artist in order to perform.
- c. The Owner shall be responsible for compliance with all applicable laws and regulations, including but not limited to zoning or environmental regulations, and prior to Artist’s development of design, shall provide to the artist in writing an explanation of any specific limitations imposed by such laws and/or regulations that may impact the Artwork including the policies, guidelines and approvals required by regulatory or oversight agencies such as a cultural affairs office.
- d. The Owner shall prepare the Site in accordance with the specifications detailed in the approved design concept in Section 1.3 of this Agreement. The Owner shall be responsible for [all expenses, labor and equipment (specify if not all)] to prepare the Site for the timely transportation and installation of the Artwork. The Owner shall complete the Site preparations by the scheduled installation date as provided in Section 1.5(b)(i) of this Agreement or shall contact the Artist in writing informing him or her of any delays.
- e. The Owner shall provide acknowledgement on or near the Artwork containing a credit to the Artist and a copyright notice substantially in the following form: Copyright © [Artist’s name, date of publication]. This should be done in consultation with the Artist.
- f. The Owner shall not permit any use of the Artist’s name or misuse of the Artwork which would reflect discredit on the Artist’s reputation as an artist or which would violate the spirit of the Artwork, should such use or misuse be within the Owner’s control.
- g. Owner shall prepare and submit the City of Oakland Cultural Arts Program, Public Art for Private Development Checklist. See Exhibit E.

## **1.3 Design**

- a. Concept/Schematic
  - i. The Artist submitted a design concept/schematic (the “Design”) which was selected and approved by the Owner. The Design shall be attached to this Agreement as Exhibit A.
- b. Approval
  - i. Within thirty (30) days after the execution of this agreement, the Owner shall notify the Artist if Owner requires any revisions to the Design in order to comply with any applicable laws, ordinances and/or regulations or

for other reasons including, but not limited to, ensuring the physical integrity of the Artwork or its installation at the Site. If agreed upon by both parties, such revisions will become a part of the Design.

c. Final Design

- i. Upon approval of the schematic design by Owner, Artist is authorized to proceed with Final Design which shall include the following: presentation quality materials, which shall include colored drawings or computer-generated color images (in plan and elevation) and/or 3-dimensional models that accurately reflect the Artwork and how it will be installed at the Site, mock-ups, final color and materials samples, proposed fabrication methods, feasibility studies and final cost estimates at design completion. When used in reference to the proposed Artwork, Final Design Documents shall fix and describe the size and character of the Artwork with respect to its relationship to the Site, including architectural, structural, mechanical and electrical systems, materials and other elements as may be appropriate.

d. Final/Construction Documents

- i. Artist shall submit Construction Documents for construction and/or installation of the proposed Artwork as approved, which must be signed and stamped by design professionals licensed in the State of California, as required by the California Uniform Building Code and any local government amendments to the Building Code.
- ii. Artist shall deliver Marquette (computer model or otherwise as agreed to by both parties) and color and material samples.
- iii. Artist shall review Architect's Design Development and/or Construction Documents for accuracy of the integration of Artist's Proposal within the Site and provide the Owner with written comments and/or corrections.
- iv. Maintenance Plan, Exhibit F. At the time Artist submits Artist's design for review by the Owner and as part of the Design Development Documents, Artist shall provide the Owner with a General Maintenance Plan for the Artwork, with a detailed description of future anticipated maintenance requirements; a recommended maintenance schedule; anticipated and required care and/or replacement/upgrade of any part of the Artwork and associated moving parts or equipment including any staff time involved in displaying or operating artwork and the frequency of such staff involvement; and written instructions and manufacturer's specifications for reasonably foreseeable maintenance and preservation activities relating to the Artwork. Artist shall also provide Owner with a description of all equipment and or machinery needed to operate the project (if applicable) and any anticipated or required staffing, supervision or operational needs. The Artwork must be durable, taking into consideration that the Site may be an unsecured public space that may be exposed to elements such as weather, temperature variation, and considerable movement of people and equipment. Artist shall ensure that all maintenance requirements will be reasonable in terms of time and expense. The Artist shall be responsible for making any updates or clarifications to this Maintenance Plan if the maintenance requirements and estimates change over the course of the design, fabrication and/or installation of the Artwork.
- v. Artist shall deliver a schedule describing Artist's specific timelines for completing the Artwork.

#### **1.4 Budget, Payment and Deliverables Schedule**

- a. Budget
  - i. The Artist shall prepare a budget, which shall include all goods, services and materials with such costs itemized. The Budget shall be attached to this Agreement as Exhibit B.
  - ii. Budget shall mean a specific and detailed document identifying the cost of completion of all work under this Agreement, including all modifications. The Budget shall include the costs for all design fees and costs; preliminary and final engineering requirements; materials and labor for fabrication, including Artist and subcontractors' costs; consultants, including engineers and specifications writers; transportation of Artwork; installation of Artwork, including any necessary permits; permits and licenses; required insurance; any sales tax; and a 5% contingency allowance. Calculation of the budget will take into consideration the possible inflation of service and material costs between the date of execution of this Agreement and the anticipated completion date.
  - iii. If the Artist incurs costs in excess of the amount listed in the budget, the Artist shall pay such excess from the Artist's own funds unless the Artist obtains approval in writing for such additional costs from the Owner (or such costs were the result of actions or inaction of the Owner).
- b. Payment Schedule
  - i. Artist's completion milestones and payment schedule is as set forth in Exhibit C, Payment Schedule, which is incorporated herein by reference.

#### **1.5 Schedule and Progress Reports**

- a. The Artist shall notify the Owner of the anticipated schedule for the fabrication, transportation and installation of the Artwork, including a schedule for the submission of progress reports and inspections if any required by Owner or permitting agency. The Schedule may be amended by written agreement. The Schedule of Deliverables must identify a specific date or timeframe for the completion of the Artwork. This Schedule of Deliverables is included as Exhibit G.
- b. The Artist shall inform the client of the progress of each phase of work completed under the Agreement.

#### **1.6 Fabrication Stage**

- a. The Artist shall fabricate and install the Artwork in substantial conformity with the Design. The Artist may not deviate from the approved design without written approval of the Owner.
- b. If the Artwork is being constructed on Site, the Artist shall avoid creating nuisance conditions arising out of the Artist's operations.
- c. The Artist shall be required to inspect the Site prior to the fabrication and installation of the Artwork and shall notify the Owner of any adverse Site conditions that will impact the installation of the Artwork and which are in need



of correction. Failure to do so by the Artist shall be deemed as an acceptance of the Site conditions.

- d. The Owner shall have the right to review the Artwork at reasonable times during the fabrication thereof upon reasonable notice.
- e. If the Owner, upon review of the Artwork, determines that the Artwork does not conform to the approved Final Design, the Owner reserves the right to notify the Artist in writing of the deficiencies and that the Owner intends to withhold the next budget installment within ten (10) days.
- f. The Artist will have thirty (30) days to cure the Owner's objections and will notify the Owner in writing of completion of the cure. The Owner shall promptly review the Artwork, and upon approval shall release the next budget installment. If the Artist disputes the Owner's determination that the Artwork does not conform, the Artist shall promptly submit reasons in writing to the Owner within five (5) business days of the Owner's prior notification to the contrary. The Owner shall make reasonable efforts to resolve the dispute with the Artist in good faith. However, final determination as to whether the Artist has complied with the terms of this Agreement shall remain with the Owner.
- g. The Artist shall notify the Owner in writing when the Artwork has been completed and that the Artwork is ready for delivery and installation at the Site if the Artwork was fabricated off-site.
- h. Prior to the transportation and installation of the Artwork, the Owner shall inspect the Artwork within ten (10) business days after receiving notification pursuant to paragraph (f) to determine that the Artwork conforms with the Final Design: give final approval of the fabricated Artwork and; authorize the installation of the Artwork at the Site. The Owner shall not unreasonably withhold final approval of the fabricated Artwork. In the event that the Owner does withhold final approval, the Owner shall submit the reasons for such disapproval in writing within ten (10) business days of examining the fabricated Artwork. The Artist shall then have thirty (30) days from the date of the Owner's notice of the disapproval to make the necessary adjustments to the fabricated Artwork in accordance with such writing. The Artist shall not be penalized for any delay in the delivery and installation of the Artwork to the Site unless the Artist has willfully and substantially deviated from the Design without the prior approval of the Owner. The Artist shall then be held responsible for any expenses incurred in correcting such deviation.
- i. The Owner shall promptly notify the Artist of any delays impacting installation of the Artwork. Any additional storage and insurance costs incurred by the Artist shall be borne by the Owner in the event that the delay is the caused by the Owner.
- j. The Artist shall take reasonable measures to protect or preserve the integrity of the Artwork with the application of a protective sealant, patina or anti-graffiti coating, if applicable, unless the Owner specifically disapproves of such.

## **1.7 Installation**

- a. Upon the Owner's final approval of the fabricated Artwork as being in conformity with the Design, the Artist shall deliver and install the completed Artwork to the Site in accordance with the schedule provided for in Section 1.5(a).
- b. The Artist will coordinate closely with the Owner to ascertain that the Site is prepared to receive the Artwork. Artist must notify Owner of any adverse conditions at the Site that would affect or impede the installation of the Artwork.
- c. The Artist is responsible for timely installation of the Artwork. Artist may not install the Artwork until authorized to do so by the Owner.
- d. The Artist shall be present to supervise the installation of the Artwork.
- e. Upon installation, the Artwork shall be deemed to be in the custody of the Owner for purposes of Article 3 and Article 5 of this Agreement, after which the Owner assumes liability for any damage to the Artwork or injury to persons or property caused by the Artwork or any activity related to the Artwork.
- f. Upon completion of the installation of the Artwork, the Artist shall provide the Owner with an updated maintenance manual, Exhibit F. The Owner is responsible for the proper care, maintenance, and preservation of the Artwork.

### **1.8 Approval and Acceptance**

- a. The Artist shall notify the Owner in writing when all services as required of both Parties by this Agreement prior to this paragraph have been completed in substantial conformity with the Design and contract documents.
- b. The Owner shall promptly notify the Artist in writing of its final acceptance of the Artwork within ten (10) business days after the Artist submitted written notice pursuant to paragraph (a) above. The effective date of final acceptance shall be the date the Owner submits written notice to the Artist of its final acceptance of the Artwork. The final acceptance shall be understood to mean that the Owner acknowledges completion of the Artwork in substantial conformity with the Design, and that the Owner confirms that all services as required of both Parties by this Agreement prior to paragraph (c) of this section have been completed. Title to the Artwork to the Owner passes upon final acceptance of the Artwork and final payment by Owner to Artist. If a regulatory agency must approve the completed Artwork, the Owner should move promptly to gain such approval as it will be a precondition to the Owner's ability to accept and approve the finished Artwork from the Artist.
- c. If the Owner disputes that all the services have been performed, the Owner shall notify the Artist in writing of those services the Artist has failed to perform within ten (10) business days after the Artist submitted written notice pursuant to paragraph (a) above. The Artist shall promptly perform those services indicated by the Owner.
- d. If the Artist disputes the Owner's determination that not all services have been performed, the Artist shall submit reasons in writing to the Owner within five (5) business days of the Owner's prior notification to the contrary. The Owner shall make reasonable efforts to resolve the dispute with the Artist in good faith. However, final determination as to whether all services have been performed shall remain with the Owner.

- e. Upon the resolution of any disputes that arise under paragraphs (c) and (d) of this Section, the Owner shall notify the Artist of its final acceptance of the Artwork pursuant to paragraph (b).

**Article 2. Terms of Agreement**

- a. Duration
  - i. This Agreement shall be effective on the date that this contract has been signed by both parties, and, unless terminated earlier pursuant to such provisions in the Agreement, shall extend until final acceptance by the Owner under Section 1.8(b), or submission of final payment to the Artist by the Owner under Exhibit C, whichever is later. Extension of time of performance hereunder may be granted upon the request of one party and the consent of the other thereto, which consent shall not be unreasonably withheld. Such extension shall be in writing, signed by both parties, and attached to the schedule described in Section 1.5(a).
- b. Force Majeure
  - i. The Owner shall grant to the Artist a reasonable extension of time in the event that conditions beyond the Artist's control render timely performance of the Artist's services impossible or unduly burdensome. All such performance obligations shall be suspended for the duration of the condition. Both parties shall take all reasonable steps during the existence of the condition to assure performance of their contractual obligations when the condition no longer exists. Failure to fulfill contractual obligations due to conditions beyond either Party's reasonable control will not be considered a breach of contract, provided that such obligations shall be suspended only for the duration of such conditions.

**Article 3. Risk of Loss**

The Artist shall bear the risk of loss or damage to the Artwork until the installation of the Artwork at the Site. The Artist shall take such measures as are reasonably necessary to protect the Artwork from loss or damage. The Owner shall bear the risk of loss or damage to the Artwork prior to final acceptance only if, during such time, the partially or wholly completed Artwork is in the custody, control or supervision of the Owner or its agent(s) for the purposes of transporting, storing, installing or performing other services to the Artwork.

**Article 4 Artist's Representations and Warranties**

**4.0 Warranties of Title**

The Artist represents and warrants that:

- a. the Artwork is solely the result of the artistic effort of the Artist;
- b. except as otherwise disclosed in writing to the Owner, the Artwork is unique and original and does not infringe upon any copyright or the rights of any person;
- c. the Artwork (or duplicate thereof) has not been accepted for sale elsewhere;
- d. the Artist has not sold, assigned, transferred, licensed, granted, encumbered or utilized the Artwork or any element thereof or any copyright related thereto which may affect or impair the rights granted pursuant to this Agreement;
- e. the Artwork is free and clear of any liens from any source whatsoever;

- f. all Artwork created by the Artist under this Agreement, whether created by the Artist alone or in collaboration with others shall be wholly original with the Artist and shall not infringe upon or violate the rights of any third party;
- g. the Artist has the full power to enter into and perform this Agreement and to make the grant of rights contained in this Agreement;
- h. all services performed hereunder shall be performed in accordance with all applicable laws, regulations, ordinances, etc. and with all necessary care, skill, and diligence;
- i. these representations and warranties shall survive the termination or other extinction of this Agreement.

#### **4.1 Warranties of Quality and Condition**

- a. The Artist represents and warrants that all work will be performed in accordance with professional “workmanlike” standards and free from defective or inferior materials and workmanship (including any defects consisting of “inherent vice,” or qualities that cause or accelerate deterioration of the Artwork) for one (1) year after the date of final acceptance by the Owner under Section 1.8(b).
- b. The Artist represents and warrants that the Artwork and the materials used are not currently known to be harmful to public health and safety.
- c. The Artist represents and warrants that reasonable maintenance of the Artwork will not require procedures substantially in excess of those described in the maintenance and preservation recommendations submitted by the Artist pursuant to Section 1.7(f).
- d. If within one (1) year after final acceptance of the Artwork the Owner observes any breach of warranty described in this Section 4.2, the Artist shall cure the breach promptly, satisfactorily and consistent with professional conservation standards, at no expense to the Owner. The Owner shall give notice to the Artist of such breach with reasonable promptness. However, if Artist did not disclose this risk of breach in the Proposal and Maintenance and Conservation manual, and if breach is not curable by Artist, the Artist is responsible for reimbursing the Owner for damages, expense and loss incurred by the Owner as a result of the breach of warranty. However, if the Artist disclosed the risk of this breach in the Proposal and Maintenance and Conservation manual and the Owner accepted that it may occur, as indicated by the written final acceptance of the artwork, it shall not be deemed a breach for purposes of this Section 4.2 of this Agreement.
- e. If after one (1) year following final acceptance of the Artwork the Owner observes any breach of warranty described in this Section 4.2 that is curable by the Artist, the Owner shall contact the Artist to make or supervise repairs or restorations at a reasonable fee during the Artist’s lifetime. The Artist shall have the right of first refusal to make or supervise repairs or restorations. Should the Artist be unavailable or unwilling to accept reasonable compensation under the industry standard, the Owner may seek the services of a qualified restorative conservator and maintenance expert.
- f. The foregoing warranties are conditional, and shall be voided by the failure of the Owner to maintain the Artwork in accordance with the Artist’s specifications and the applicable conservation standards. If the Owner fails to maintain the Artwork

in good condition, the Artist, in addition to other rights or remedies the Artist may have in equity or at law, shall have the right to disown the Artwork as the Artist's creation and request that all credits be removed from the Artwork and reproductions thereof until the Artwork's condition is satisfactorily repaired.

## **Article 5 Insurance**

### **5.1 General**

- a. The Artist acknowledges that until final acceptance of the Artwork under Section 1.8(b), any injury to property or persons caused by the Artist's Artwork or any damage to, theft of, vandalism to, or acts of God affecting the Artist's Artwork are the sole responsibility of the Artist, including, but not limited to, any loss occurring during the creation, storage, transportation or delivery of the Artist's Artwork, regardless of where such loss occurs.
- b. Terms for the procurement and duration of insurance are provided in Exhibit D.
- c. Required insurance policies are described in Exhibit D.

### **5.2 Indemnity**

- a. The Artist shall indemnify, defend and hold harmless the Owner and its affiliates, and each of their respective members, managers, directors, officers, agents, and employees, from any loss, cost, liability or expense (including reasonable attorneys' fees and costs) arising out of or resulting from Artist's performance of the services hereunder, the negligence or willful misconduct of Artist or anyone acting by, through or on behalf of Artist, or the breach of this Agreement by Artist.
- b. The Owner shall indemnify, defend and hold harmless the Artist and its affiliates, and each of their respective members, managers, directors, officers, agents, and employees, from any loss, cost, liability or expense (including reasonable attorneys' fees and costs) arising out of or resulting from the negligence or willful misconduct of Owner or anyone acting by, through or on behalf of Owner, or arising out of or resulting from the breach of this Agreement by Owner.
- c. Each Party shall immediately notify the other of any written claim regarding any matter resulting from or relating to the Party's obligations under this Agreement. Each Party shall cooperate, assist, and consult with the other in the defense or investigation of any such claim arising out of or relating to the performance of this Agreement.
- d. The indemnification provisions in this Section shall survive the termination or expiration of this Agreement.
- e. Notwithstanding any provision of this Agreement to the contrary, no Party shall recover from a Party to this Agreement in an action, of whatever nature, in contract or tort, any consequential or incidental damages, lost profits, or any type of expectancy damages.

## **Article 6 Ownership and Intellectual Property Rights**

### **6.1 Title**

Title to the Artwork shall pass to the Owner upon the Owner's written final acceptance and payment for the Artwork pursuant to Section 1.8(b) and Exhibit B.

## **6.2 Ownership of Documents**

One set of presentation materials prepared by Artist and submitted to Owner under this Agreement shall be retained by Owner.

## **6.3 Copyright Ownership**

The Artist retains all rights under the Copyright Act of 1976, 17 U.S.C. §101 et seq., as the sole author of the Artwork for the duration of the copyright.

## **6.4 Reproduction Rights**

- a. In view of the intention that the final Artwork shall be unique, the Artist shall not make any additional exact duplicate [three-dimensional] reproductions of the final Artwork, nor shall the Artist grant permission to others to do so except with the written permission of the Owner. However, nothing shall prevent the Artist from creating works in the Artist's manner and style of artistic expression.
- b. The Artist grants to the Owner and its assignees an irrevocable license to make two-dimensional reproduction of the Artwork for non-commercial purposes, including, but not limited to, reproductions used in brochures, media publicity, and exhibition catalogues or other similar publication provided that these rights are exercised in a tasteful and professional manner.
- c. All reproductions by the Owner shall contain a credit to the Artist and a copyright notice in substantially the following form: © [Artist's name, date of publication].
- d. The Artist shall use his best efforts in any public showing or resume use of reproductions to give acknowledgment to the Owner in substantially the following form: "An original artwork owned and commissioned by the Owner."
- e. The Artist shall, at the Artist's expense, cause to be registered with the United States Electronic Copyrights Office, Library of Congress, [www.copyright.gov/registration/](http://www.copyright.gov/registration/), a copyright in the Artwork in the Artist's name.
- f. If the Owner wishes to make reproductions of the Artwork for commercial purposes including, but not limited to, tee shirts, post cards and posters, the Parties shall execute a separate agreement to address the terms of the license granted by the Artist and the royalty the Artist shall receive.

## **Article 7 Artist's Rights**

### **7.1 General**

- a. The Artist retains all rights under state and federal laws including §106A of the Copyright Act of 1976.
- b. The Owner agrees that it will not intentionally alter, modify, change, destroy or damage the Artwork without first obtaining permission from the Artist. The Owner further agrees to take reasonable measures to avoid these from occurring from the gross negligence of the Owner, its representatives, or employees pursuant to the federal Visual Artists' Rights Act.
- c. If any alteration or damage to the Artwork occurs, the Artist shall have the right to disclaim authorship of the Artwork in addition to any remedies he/she may have in law or equity under this contract. Upon written request, the Owner shall remove all attributive references to the Artist at its own expense within sixty (60)

days of receipt of the notice. No provision of this Agreement shall obligate the Owner to alter or remove any such attributive reference printed or published prior to the Owner's receipt of such notice. The Artist may take such other action as the Artist may choose in order to disavow the Artwork.

## **7.2 Alteration of Site or Removal of Artwork**

- a. The Owner shall notify the Artist in writing upon adoption of a plan of construction or alteration of the Site which would entail removal or relocation of the Artwork which might result in the Artwork being destroyed, distorted or modified. The Artist shall be granted the right of consultation regarding the removal or relocation of the Artwork. If the Artwork cannot be successfully removed or relocated as determined by the Owner, the Artist may disavow the Artwork or have the Artwork returned to him at his expense.
- b. The Artwork may be removed or relocated or destroyed by the Owner should the Artist and the Owner not reach mutual agreement on the removal or relocation of the Artwork after a period not to exceed ninety (90) days after written notice to the Artist. During the ninety (90) day period, the parties shall engage in good faith negotiations concerning the Artwork's removal or relocation.
- c. In the event of changes in building codes or zoning laws or regulations that cause the Artwork to be in conflict with such codes, laws or regulations, the Owner may authorize the removal or relocation of the Artwork without the Artist's prior permission. In the alternative, the Owner may commission the Artist by a separate agreement to make any necessary changes to the Artwork to render it in conformity with such codes, laws or regulations.
- d. If the Owner reasonably determines that the Artwork presents an imminent hazard to the public, other than as a result of the Owner's failure to maintain the Artwork as required under this Agreement, the Owner may authorize the removal of the Artwork without the prior approval of the Artist.
- e. This clause is intended to replace and substitute for the rights of the Artist under the Visual Artists' Rights Act to the extent that any portion of this Agreement is in direct conflict with those rights. The Parties acknowledge that this Agreement supersedes that law to the extent that this Agreement is in direct conflict therewith.

## **Article 8 Artist as an Independent Contractor**

The Artist agrees to perform all work under this Agreement as an independent contractor and not as an employee of the Owner. The Artist acknowledges and agrees that the Artist shall not hold himself out as an authorized agent of the Owner with the power to bind in any manner.

The Artist shall provide the Owner with the Artist's Tax Identification number and any proof of such number as requested by the Owner.

## **Article 9 Assignment of Artwork**

The work and services required of the Artist are personal and shall not be assigned, sublet or transferred. Any attempt by the Artist to assign this Agreement or any rights, duties or obligations arising hereunder shall be void and of no effect unless prior written consent is given

by the Owner. The Owner shall have the right to assign or transfer any and all of the Owner's rights and obligations under this Agreement without the Artist's consent if ownership of the Site is transferred.

**Article 10 Termination**

- a. Either Party may terminate this Agreement without recourse by the other where performance is rendered impossible or impracticable for reasons beyond such Party's reasonable control such as, but not limited to, acts of nature; war or warlike operation; superior governmental regulation or control; public emergence; or strike or other labor disturbances. Notice of termination of this Agreement shall be given to the non-terminating party in writing not less than ten (10) business days prior to the effective date of termination.
- b. The Owner may terminate this Agreement without cause upon thirty (30) days written notice to the Artist. The Owner shall pay the Artist for services performed and commitments made prior to the date of the termination, consistent with the schedule of payments set forth in Exhibit C of this Agreement. The Artist shall have the right to an equitable adjustment in the fee for services performed and expenses incurred beyond those for which the Artist has been compensated to date under Exhibit C with allowance for documented lost opportunities, unless the parties come to a settlement otherwise. The Artist shall retain possession and title to the studies, drawing, designs, maquettes, and models already prepared and submitted or prepared for submission to the Owner by the Artist under this Agreement prior to the date of termination.
- c. If either party to this agreement 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 specifying the grounds for termination. The defaulting party shall have fifteen (15) days after the effective date of the notice to cure the default. If it is not cured by that time, this Agreement shall terminate.
- d. In the event of a default hereunder, the non-defaulting party shall have all rights and remedies at law or in equity arising due to such breach; provided, however, that under no circumstances shall either party be liable for consequential, special or punitive damages, including damages for lost profits.
- e. If the Artist defaults for cause other than death or incapacitation, in addition to Owner's other rights and remedied, the Artist shall return to the Owner all funds provided by the Owner in excess of the expenses already incurred. The Artist shall provide an accounting of these expenses. 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 be retained by the Artist, and the Artist shall retain the copyright in the Artwork and all rights under Article 7 and Article 8.
- f. Upon notice of termination, the Artist and his subcontractors shall cease all services affected.



**Article 11 Death or Incapacity**

- a. If the Artist becomes unable to complete this Agreement due to death or incapacity, such death or incapacity will not be deemed a breach of this Agreement or a default on the part of the Artist for purposes of Article 10.
- b. In the event of incapacity, the Artist shall assign his obligations and services under this contract to another artist provided that the Owner approves of the new artist and so agrees in writing. If the Owner does not agree, the Owner may elect to terminate this Agreement. The Artist shall retain all rights under Article 6 and Article 7. The Artwork and any reproductions thereof shall contain a credit to the Artist and a copyright notice in substantially the following form: © [Artist’s name, date of publication].
- c. In the event of death, this Agreement shall terminate effective the date of death. The Artist’s heirs shall retain rights under Article 6 and Article 7. The Artist’s executor shall deliver to the Owner the Artwork in whatever form or degree of completion it may be in at the time. Title to the Artwork shall then transfer to the Owner. However, the Artwork shall not be represented to be the completed work of the Artist unless the Owner is otherwise directed by the Artist’s heirs.

**Article 12 Notices and Documents**

Notices under this Agreement shall be delivered personally, by overnight courier, through U.S. mail, postage prepaid, or by facsimile or email to the addresses stated below, or to any other address as may be noticed by a Party:

For the Owner:

Oak Knoll Venture Acquisition LLC  
2392 Morse Avenue  
Irvine, CA 92614  
Attention: Mr. David Soyka  
Facsimile: (949) 777-4050  
Email: dsoyka@argentmanagementllc.com

For the Artist:

Bruce Tomb  
1240 Valencia Street  
San Francisco, CA 94110  
415-260-5226  
bt@brucetomb.com

Notice shall be deemed given on the date personally delivered or sent by facsimile or email, or, if mailed, three (3) days after the postmarked date.

**Article 13 Waiver**

The Parties agree that a waiver of any breach or violation of any term or condition of this Agreement shall not be deemed to be a waiver of any other term or condition contained herein or a waiver of any subsequent breach or violation of the same or any other term or condition.

**Article 14 Conflict of Interest**

The Artist and Owner shall avoid all conflicts of interest or appearance of conflicts of interest in the performance of this Agreement.

**Article 15 Arbitration**

If, during the creation of the Artwork, its installation and subsequent existence, either Party breaches this Agreement, each Party agrees to submit to arbitration upon the request of the other Party provided that the breach is not cured within the cure periods set forth in this Agreement.

If an ambiguity arises regarding this Agreement upon which the Parties cannot agree or a dispute arises as to the completion of a provision, the Parties shall submit to arbitration.

In the event of any dispute regarding or pertaining to this Agreement, the prevailing party in such dispute, as decided by the arbitrator, shall be entitled to reasonable attorneys' fees incurred by such party in connection with such dispute.

**Article 16 Amendments**

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

**Article 17 Conflict with the Law**

If any term, covenant, condition or provision of this Agreement, or the application thereof to any person or circumstance, shall be held by a court of competent jurisdiction or arbitration panel to be in conflict with the laws, rules and/or regulations of the United States or the State of California, invalid, void or unenforceable, the remainder of the terms, covenants, conditions or provisions of this Agreement, or the application thereof to any person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby to the extent the remainder of the terms, covenants, conditions or provisions of this Agreement are capable of execution.

**Article 18 Choice of Law**

This contract shall be governed by the laws of the State of California both as to interpretation and performance.

**Article 19 Entire Agreement**

This Agreement, including the exhibits, comprises all of the covenants, promises, agreements and conditions between the Parties. No verbal agreements or conversation between the Parties prior to the execution of this Agreement shall affect or modify any of the terms or obligation.

For Owner:

For Artist:

Oak Knoll Venture Acquisition, LLC

By: \_\_\_\_\_  
Its: \_\_\_\_\_

\_\_\_\_\_  
Bruce Tomb

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Exhibit A**  
**Description of Project**

**OAK KNOLL BRIDGE OVER RIFLE RANGE CREEK**

The proposed art component for the Oak Knoll Bridge over Rifle Range Creek is to be a cast iron railing system. The railing system will occupy the outer most edges of the pedestrian walkways flanking the primary trusses of the bridge. This will run the entire 120 feet of the span and in effect, frame the entire bridge. The system is to be integral such that the entire bridge can be considered as an artwork, as bridges are often the subject of artworks.

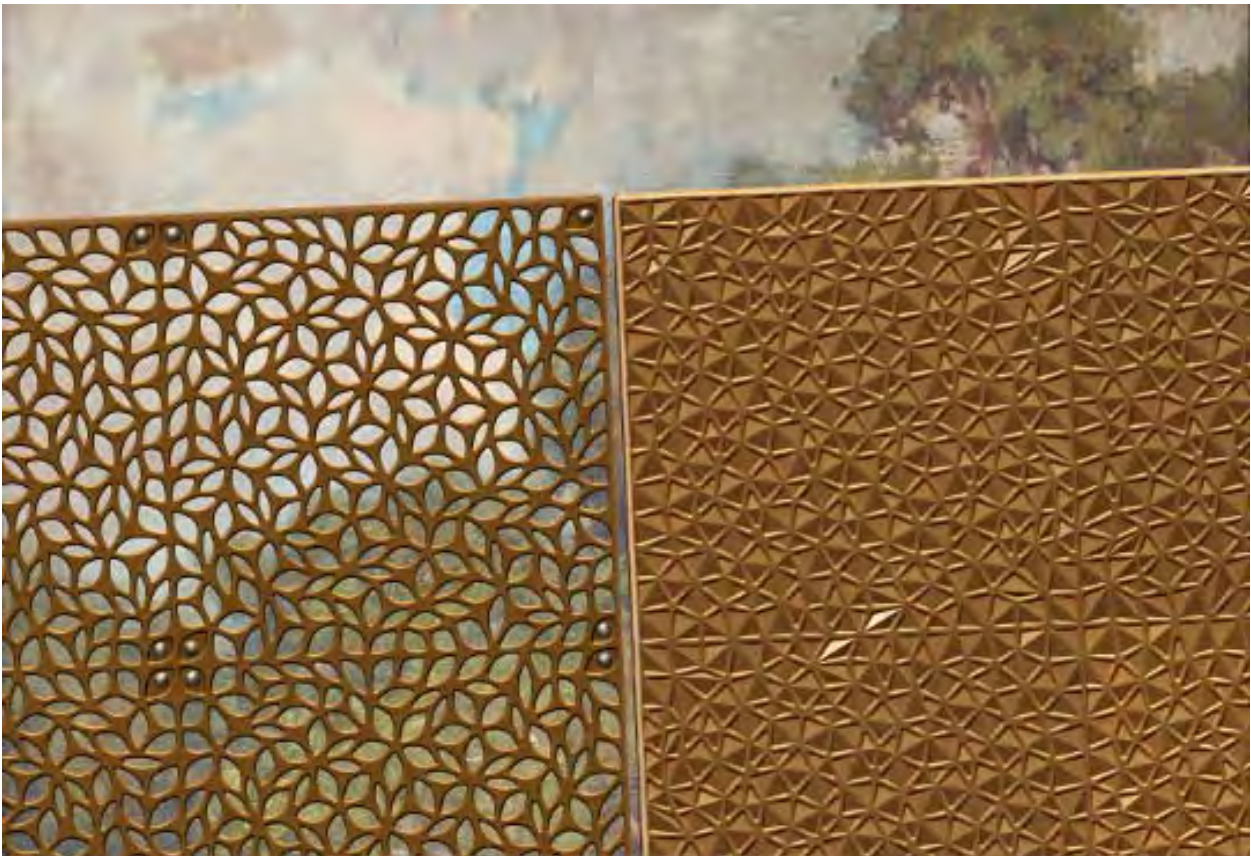
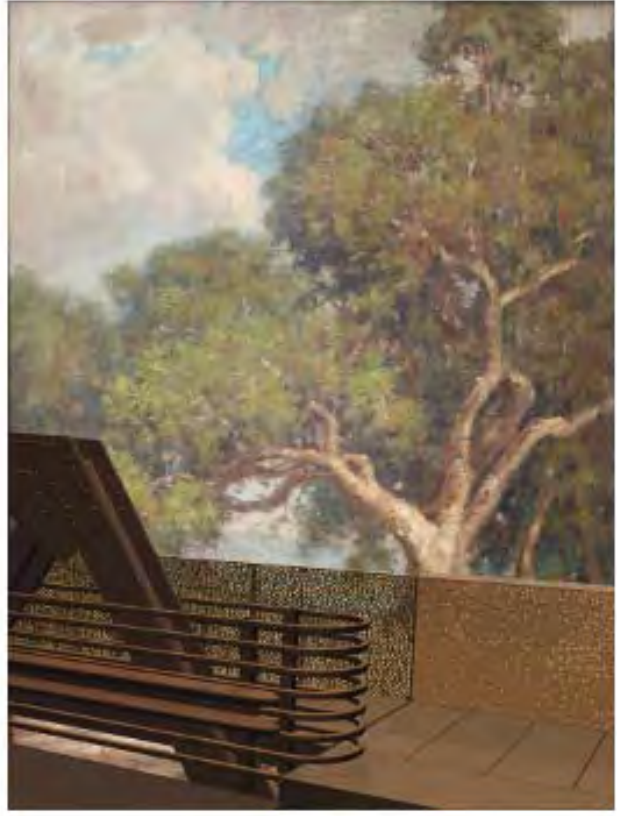
This is a Romantic project that embraces the 19<sup>th</sup> century notion of the modified Warren Truss bridge with its constructed setting, the result of daylighting Rifle Range Creek.

The goal of the cast iron railing system is to provide an intimate version of 19<sup>th</sup> century technology to compliment the robust bridge trusses. The Corten bridge structure will have a mottled rust coloration giving it a rugged painterly quality. The cast iron system, likewise, will remain uncoated, a living surface, and be allowed to rust in a similar manner. The intricacies of the 24” x24” x1” castings’ design will highlight this graceful aging process with the lively surfaces of a Penrose geometry, holding light and shadow. When viewed up close from the pedestrian walkway, the two-sided castings will present leaf forms. When the bridge is viewed from afar, the railing will present its pure geometry resonating with the triangulated trusses.

I would like to work towards an integrated whole with the engineer/architect to refine certain details that impact the interface with people— such as the wing walls, walkways, and lighting.







**Exhibit B**  
**Oak Knoll Rifle Range Creek Vehicle Bridge Budget**

<b>GENERAL</b>		
Artist Design Fee (20% maximum)	\$10,000.00	
Professional Fees	\$0	
Architect	\$8,000.00	
Structural Engineer	\$1,000.00	
Insurance	\$0	
General Liability	\$1,000.00	
Workers' Compensation	\$2,500.00	
Automobile Liability	\$1,200.00	
Documentation	\$0	
Photographer	\$500.00	
Process documentation	\$500.00	
<b>GENERAL TOTAL</b>	<b>\$24,700.00</b>	<b>\$24,700.00</b>
<b>FABRICATION</b>		
Preparatory Materials		
Shop drawings	\$1,500.00	
Templates	\$200.00	
Materials	\$76,000.00	
Fabrication	\$0	
Labor	\$7,000.00	
Sub-contractors	\$0	
Fabricators	\$25,000.00	
Tools and Equipment	\$500.00	
Storage	\$2,100.00	
<b>FABRICATION TOTAL</b>	<b>\$112,300.00</b>	<b>\$112,300.00</b>
<b>INSTALLATION</b>		
Delivery and project/components	\$1,000.00	
Labor and sub-contractors	\$4,800.00	
Site preparation	\$0	
Excavation	\$0	
Footings	\$0	
Other	\$0	
<b>INSTALLATION TOTAL</b>	<b>\$5,800.00</b>	<b>\$5,800.00</b>
<b>SUB TOTAL</b>		<b>\$142,800.00</b>
<b>CONTINGENCY (5-10% of budget)</b>		<b>\$7,140.00</b>
<b>TOTAL</b>		<b>\$149,940.00</b>

**Exhibit C**  
**Payment Schedule**

The Owner shall pay the Artist a fixed fee of \$150,000.00, which shall constitute full and complete compensation for all the services performed and material furnished by the Artist under this Agreement. Payment shall be made in accordance with the following scheduled installments, each installment representing full and final payment for all services and material provided prior to payment thereof:

- a. \$10,000.00 upon the execution of this Agreement, [recognizing that the Artist will invest time and expense in preparing the Design as set forth under Section 1.3;
- b. \$10,000.00 upon submission of the Design as set forth under Section 1.3
- c. \$5,000.00 upon the Owner's notification to the Artist of its approval of the Design as set forth under Section 1.3]; alternately, upon permitting of construction documentation since there's not a required owner approval of final drawings in 1.3
- d. \$90,000.00 upon commencement of fabrication
- e. \$20,000.00 upon completion of 50% of the fabrication
- f. \$5,000.00 upon completion of the fabrication and when the Artwork is ready for delivery and installation at the Site as set forth under Section 1.5(f);
- g. \$5,000.00 upon delivery by Artist to the Owner of Maintenance Manual with written instructions for the maintenance and preservation of the Artwork under Section 1.7(f)
- h. \$5,000.00 upon final acceptance of the Artwork by the Owner as set forth under Section 1.8(b) and approval by the regulatory agency.

## Exhibit D

### Insurance

#### **General**

- a. The Artist shall procure and maintain for the duration of this Agreement, at the Artist's expense, insurance in the kinds and amounts as provided in this Exhibit with insurance companies authorized to do business in California. Such insurance shall cover the Artist's agents, contractors, subcontractors and employees. The Owner and any affiliates or other parties named by Owner shall be named as additional insureds. The coverage shall contain no special limitations on the scope of protection afforded such additional insureds.
- b. The Artist and the Artist's subcontractors' insurance coverage shall be the primary insurance as respects the Owner and other additional insureds. Any insurance or self-insurance maintained by the Owner or other such additional insureds shall be in excess of the Artist's or the Artist's subcontractor's insurance and shall not contribute to the Artist's or the Artist's subcontractor's insurance. The coverage shall state that the Artist's or the Artist's subcontractors' insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- c. Prior to undertaking any work under this Agreement, the Artist, at no expense to the Owner, shall furnish to the Owner a certificate of insurance with original endorsements affecting coverage for each of the insurance policies provided in this Exhibit. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates must be current and the Artist must submit replacement or renewal certificates of insurance for all the policies expiring during the term of this Agreement. Each certificate shall clearly indicate that the Artist has obtained insurance in the type, amount and classification as specified in this Exhibit and that no material changes, cancellation, suspension or reduction in limits of insurance shall be effective except after thirty (30) days' prior written notice to the Owner. Each certificate shall indicate that the subcontractors are additionally insured or the Artist shall furnish separate certificates for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated in this Agreement, including, but not limited to, naming the parties as additional insureds.
- d. Any deductibles or self-insured retentions must be declared to, and approved by, the Owner. At the option of the Owner, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Owner, its officials, employees, agents and contractors; or the Artist shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses in the amount of \$1,000,000.
- e. Despite any changes to or cancellation of insurance, the Artist remains responsible for maintaining the required insurance coverage for the duration of the Agreement.
- f. Failure of the Artist to comply with any of the terms of this Exhibit D shall be considered a material breach of this Agreement and cause for its termination, subject to any notice and cure provisions provided in the Agreement.



## Insurance Policies

- a. Commercial General Liability insurance policy, written on an occurrence form, including all the usual coverage known as:
  1. premises/operations liability
  2. products/completed operations
  3. personal/advertising injury
  4. contractual liability
  5. broad-form property damage
  6. independent contractor's liabilitySaid policy must provide the following minimum coverage:
  1. \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.
  2. \$2,000,000 annual aggregate.
- b. Automobile liability insurance policy, including coverage for owner, non-owner, leased or hired vehicles, providing the following minimum coverage:
  1. bodily injury liability of \$50,000 for each person,
  2. \$300,000 per occurrence,
  3. property damage liability of \$25,000 for each occurrence.

The Artist agrees to keep in good standing a valid driver's license at all times during the term of this Agreement.

- c. [Transportation/Cartage insurance all risk. Coverage must include loading, transportation and unloading of the Artwork. If the Artwork is to be loaded, transported or unloaded by a person or entity other than the Artist, the insurance coverage must cover that person or entity. The minimum limit shall be the total amount of compensation paid to Artist through the date of loading under Exhibit B.]
- d. [All Risk Installation insurance which covers physical damage to or destruction of the Artwork. If the Artwork is to be installed by a person or entity other than the Artist, the insurance coverage must cover that person or entity. The minimum limit shall be the total amount of compensation paid to the Artist through the date of the beginning of the installation of the Artwork under Exhibit B.]
- e. [Worker's Compensation and Employers' Liability insurance in accordance with the statutory requirements of the State of \_\_California\_\_ providing coverage for any and all employees of Artist. The Artist shall require all subcontractors to carry this coverage also. The minimum coverage for the Worker's Compensation and Employers' Liability insurance shall be \$[100,000].
- f. If, however, the Artist does not have any employees as defined by state statutes and regulations and does not wish to cover himself for Worker's Compensation, the Artist shall sign the following statement:

["I do not have, nor intend to have for the full term of this Agreement, any employees. Furthermore, I do not wish to obtain or be covered under any Worker's Compensation insurance coverage and, therefore, am signing this statement in lieu of providing the above require Worker's Compensation coverage."]

---

(Artist's signature)

---

(Print Artist's name)]

The requirement for Worker's Compensation and Employers' Liability insurance shall be waived in writing upon submission of this signed statement by the Artist to the Owner.

- g. Artist will be responsible for obtaining Professional Errors and Omissions coverage for services provided by licensed engineers and architects with a general aggregate limit of \$1,000,000 and for assuring engineers and other experts have appropriate Professional Errors and Omissions coverage or name them as additional insureds to the policy of the Artist.

## Exhibit E

### City of Oakland Cultural Arts Programs Economic & Workforce Development Department

#### PUBLIC ART FOR PRIVATE DEVELOPMENT CHECKLIST FOR ON-SITE ART PROJECTS

#### SUPPLEMENTAL INFORMATION PACKET - TO BE SUBMITTED PRIOR TO OR CONCURRENT WITH BUILDING PERMIT APPLICATION

- 1. Updated construction valuation** {including basis for valuation verified by Building Services staff.)
  - 2. Artwork budget** (including enumeration of any consultant fees.)
  - 3. Value of artwork** to be placed on site
  - 4. Artist resume or C.V. and 3-5 examples of past work**
  - 5. Artist's contract** (including project scope, schedule, materials and methods, etc.)
  - 6. Visual proposal** (Digital file and 1.1. x 17 in., color rendering of the proposed artwork / design.) \*
  - 7. Project site plan, site photos and project mock-up** (Digital mockup or rendering indicating proposed artwork location within the development -to scale and in relation to all surroundings including landscaping, public right-of-way, street frontage, parking lots, etc.) \*
  - 8. Artist's statement and description of proposed artwork** (including conceptual approach and other relevant design information; roles and responsibilities of all art project partners.) \*
  - 9. Materials** (include samples or photo documentation of samples.) \*
  - 10. Maintenance Plan** \*
  - 11. Programming Plan** (If applicable- for Alternative Compliance proposals including on-site art exhibit or cultural programming space.)
  - 12. Planning and Building Documentation Requirements** (List of anticipated Building Services requirements, including additional signage and building permits, insurance, etc.)
  - 13. Optional: Community outreach documentation** (Or other indication of support for project from neighboring community.)
- \* Items may be included as part of the artist's contract materials for staff review.

Contact your assigned Case Planner with questions regarding overall design review, project budget calculations and permits.

**Certificate of Occupancy will not be issued until all items listed above and proof of artwork installation are received.**

Contact Public Art staff with questions and more information regarding the public Art requirements:

Kristen Zarernba, Acting CulturalArts Manager: [kzaremba@oaklandnet.com](mailto:kzaremba@oaklandnet.com) 510-238-2155  
Economic & Workforce Development Department  
[www.oaklandculturalarts.org](http://www.oaklandculturalarts.org)

## Exhibit F

### Oak Knoll Public Art Preliminary Maintenance Report July 17, 2017

#### I. Introduction

Owner requested that public art consultant Philip Dow and artist Bruce Tomb confer to make preliminary recommendations to ensure the well-being and necessary maintenance of the public art elements. This draft report outlines those steps and will be finalized and described in greater detail as the plans for the public artworks are further refined.

#### II. Overview

The Artist has proposed original public art concepts for the Oak Knoll Rifle Range Creek Vehicle Bridge located at the intersection of Creekside Parkway and Creekside Loop, Oakland California.

This preliminary draft maintenance plan is based on Exhibit A and in person conversations between Dow and Tomb.

#### III. Recommendations regarding the care of the public art elements

Maintenance will be dependent on original materials used, site location and aesthetic significance to be retained as per artists' wishes.

##### 1. Anticipated original materials:

- A. Cast Iron
  
- B. Sources—TBD, to be submitted for review
  - 1) Recommend—TBD
  - 2) Finish
    - a. Natural oxidization and weathering.
  
- C. Fasteners
  - 1) TBD, to be submitted for review
  
- D. Coatings
  - 1) None

##### 2. Site Location

- A. Review for proximity of other trees or vegetation that can contribute to dripping sap, birds waste

##### 3. Aesthetic Significance Statement

- A. The artwork is intended to oxidize and weather in the same manner as the bridge structure. Surface anomalies and corrosion are expected and should be treated no differently than anomalies and corrosion of the bridge structure.

#### 4. Anticipated Maintenance

##### A. Inspections

- 1) Inspect during scheduled bridge inspections
- 2) Report unusual anomalies to maintenance supervisor
- 3) Maintenance supervisor to consult with outdoor public art conservator for conditions or treatments other than noted below.
- 4) Any alteration to the surfaces must be pre-approved by the artists in accordance with the original contract and any applicable artist's rights laws.

##### B. As Needed

- 1) Cleaning
  - a. Pressure wash with cold or hot water up to 1500psi
  - b. Use no detergents or any other cleaners
- 2) Gum
  - a. Freeze with bag of crushed ice if possible
  - b. Scrape off with plastic or wood spatula
  - c. Option A:
    - i. Use hot water pressure washer
  - d. Option B:
    - ii. Use "Goo Gone" applied to a white cotton rag to remove residues
    - iii. Wipe area with acetone applied to a clean cotton rag to clear Goo Gone residues
- 3) Graffiti
  - a. Remove with acetone applied to a white cotton rag
  - b. Do not use any other graffiti removal products without first consulting an outdoor public art conservator
- 4) Bird droppings
  - a. Clean with cold or hot water pressure up to 1500 psi
  - b. Use no other cleaners
- 5) Drinks (soda, coffee, wine, beer)
  - a. Rinse immediately or at least within 8 -hours (end of day) with water (many drinks contain acids that can etch metals)
  - b. Foreign object such as rocks, balls, etc. thrown into upper portions
  - c. Remove via access with ladder or lift as needed
  - d. Follow all OSHA safety requirements
  - e. Follow environmental regulations regarding bird nests
- 5) Scratches
  - a. Removal of scratches must be pre-approved by the artists.

**Bruce Tomb**  
**Schedule of Deliverables**

Oak Knoll Vehicle Bridge Public Art

Contract agreement signed	07/17
Exhibit A approval by owner	10 days after signing
Artist review of architect's construction documents	TBD
Artist development of construction documents	TBD
Artist construction documents review by bridge engineers	TBD
Artist construction documents completion	TBD
Artist submittal of technique samples	TBD
Artist review and amendment of maintenance plan	TBD
Schedule of deliverables updated	TBD
Final Design submittal to OKVA for approval	TBD
Checklist submittal to City of Oakland	TBD
Commence work and order materials	TBD
Casting and fabrication	TBD
Owner progress review	TBD
Artist notification of fabrication completion	TBD
Owner review prior to delivery	10 days from above
Delivery and store on site	TBD
Artist notification of installation completion	TBD
Artist submittal of as-built drawings	TBD
Artist submittal of final maintenance plan	TBD
Owner approval	10 days from above



# CHANGE ORDER

Owner: **Oak Knoll Venture Acquisition, L.L.C.** Date of Contract: 07/25/17  
 Consultant: **Bruce Tomb** Original Contract Amount: \$ 150,000.00  
 1240 Valencia Street

San Francisco, CA 94110  
 Telephone: (415) 970-9210  
 Contact: Bruce Tomb  
 Email: [bt@brucetomb.com](mailto:bt@brucetomb.com)

Company	Contract	C. O. No.:	Cost Code:
32360001	9539 OC	001	4570000

Description of the Change or Modification	Quantity	Unit	Unit Cost	Total
---	----------	------	-----------	-------

Consultant Shall Provide Additional Public Art Services For The Vehicle Bridge, As Follows:

Fabrication Costs for Oak Knoll Bridge	1	FF	\$16,107.09	\$16,107.09
Sales Tax 9.25%	1	FF	\$1,489.91	\$1,489.91

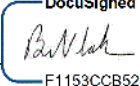
\*\*\*

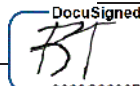
The agreement referred to above is hereby modified as set forth below. Excepting only those terms specifically waived or amended herein, all of the terms, conditions, provisions and covenants of said agreement shall remain in full force and effect. If any portion of this change order is not acceptable, written notification of such non-acceptance must be furnished to the address designated below within seven (7) days of the date of issue hereof. In the absence of such notice of non-acceptance, your unqualified acceptance of this change order will be deemed conclusive seven (7) days after date of issue hereof.

In consideration whereof the contract has changed in the amount of ..... \$ 17,597.00

**Return One (1) signed copy promptly to:**  
 Argent Management, Attn.: **Karin Schmidt**  
 2392 Morse Avenue  
 Irvine, CA 92614

Contract amount prior to this change..... \$ 150,000.00  
 Adjusted contract amount..... \$ 167,597.00

“OWNER”  
**Oak Knoll Venture Acquisition, L.L.C.**  
 a Delaware limited liability company  
 DocuSigned by:  
 By:  \_\_\_\_\_  
F1153CCB52F448F...  
 Its: **Authorized Signator**  
 Date: 3/1/2019

“CONSULTANT”  
**Bruce Tomb**  
 a  
 DocuSigned by:  
 By:  \_\_\_\_\_  
2026C3680D994A0...  
 Its: **Sole Proprietor**  
 Date: 2/28/2019  
 PAAC 8-5-19 Item IVa\_OakKnoll-Tomb

**Oak Knoll Public Art Preliminary Maintenance Report**  
**Vehicle Bridge**  
**Updated February 8, 2019**

I. Introduction

Owner requested that public art consultant Philip Dow and artist Bruce Tomb confer to make preliminary recommendations to ensure the well-being and necessary maintenance of the public art elements. This draft report outlines those steps and will be finalized and described in greater detail as the plans for the public artworks are further refined.

II. Overview

The Artist has proposed original public art concepts for the Oak Knoll Rifle Range Creek Vehicle Bridge located at the intersection of Creekside Parkway and Creekside Loop, Oakland California.

This preliminary draft maintenance plan is based on Tomb's Visual Proposal, Tomb's drawing PA3.0, SPECS drawings and Big R Bridge drawings and in person conversations between Dow and Tomb.

A final maintenance plan will be submitted to the owner upon completion of the project.

III. Recommendations regarding the care of the public art elements of the Oak Knoll Vehicle Bridge. Maintenance will be dependent on original materials used, site location and aesthetic significance to be retained as per artists' wishes.

1. Anticipated original materials:

A. Materials

- 1) Cast iron railing panels
- 2) Corten steel railing posts

B. Cast Iron Panel Source

- 1) Panels—Lodi Iron Works. Patterns owned by Bruce Tomb.
- 2) Posts—Big R Bridge

C. Finish

- 1) Natural oxidization and weathering.

C. Fasteners

- 1) 3/8" carriage bolts with flanged nuts.
- 2) 1/2" Delrin shims.

D. Coatings

- 1) None

## 2. Site Location

A. Review for proximity of trees and/or vegetation that can contribute to dripping sap, birds waste.

- 1) Tree canopies of the restored Rifle Range Creek may eventually shadow some sections of the bridge. However, the artist doesn't anticipate tree litter, sap, or bird waste to be a significant problem.

## 3. Aesthetic Significance Statement

A. The artwork is intended to oxidize and weather in the same manner as the bridge structure. Surface anomalies and corrosion are expected and should be treated no differently than anomalies and corrosion of the bridge structure.

## 4. Anticipated Maintenance provided by Oak Knoll Community Association.

### A. Inspections

- 1) HOA facilities manager to inspect quarterly.
- 2) Facilities manager to record staff reports and/or residents' reports of unusual anomalies.
- 3) Facilities manager to make all reasonable efforts to consult with the artist or an outdoor public art conservator for conditions or treatments other than noted below.
- 4) Any alteration to the surfaces must be pre-approved by the artist in accordance with the original contract and any applicable artist's rights laws.

### B. As Needed

- 1) Cleaning
  - a. Pressure wash with cold or hot water up to 1500psi.
  - b. Use no detergents or any other cleaners.
- 2) Gum
  - a. Freeze with bag of crushed ice, if possible.
  - b. Scrape off with plastic or wood spatula.
  - c. Option A:
    - i. Use hot water pressure washer.
  - d. Option B:
    - ii. Use "Goo Gone" applied to a white cotton rag to remove residues.
    - iii. Wipe area with acetone applied to a clean cotton rag to clear Goo Gone residues.
- 3) Graffiti
  - a. Remove by sodium bicarbonate blasting.
  - b. Do not use any other graffiti removal products without first consulting the artist or an outdoor public art conservator.
- 4) Bird droppings
  - a. Clean with cold or hot water pressure up to 1500 psi.
  - b. Use no other cleaners.
- 5) Drinks (soda, coffee, wine, beer)
  - a. Rinse with water (many drinks contain acids that can etch metals).
- 6) Scratches
  - a. Removal of scratches must be pre-approved by the artist.

**Bruce Tomb**  
**Schedule of Deliverables**

Oak Knoll Vehicle Bridge Public Art

Contract agreement signed	07/25/17
Exhibit A approval by owner	07/25/17
Artist review of architect's construction documents	10/17 – 11/18
Artist development of construction documents	10/17 – 11/18
Artist construction documents review by bridge engineers	10/18
Artist construction documents completion	11/18
Artist submittal of technique samples	11/26/18
Artist review and amendment of maintenance plan	11/26/18
Schedule of deliverables updated	11/27/18
Final Design submittal to OKVA for approval	11/28/18
Checklist submittal to City of Oakland	01/19
Commence work and order materials	02/19
Casting and fabrication	03/19
Owner progress review	04/18
Artist notification of fabrication completion	05/19
Owner review prior to delivery	10 days from above
Delivery and store on site	06/19
Artist notification of installation completion	TBD
Artist submittal of as-built drawings	TBD
Artist submittal of final maintenance plan	TBD
Owner approval	10 days from above





BRUCE TOMB

OAK KNOLL VEHICLE BRIDGE PUBLIC ART CHECKLIST

**ITEM 6 VISUAL PROPOSAL**

North view, cast iron pedestrian railing

North view, detail

South View, cast iron pedestrian railing at abutment. \*

South view detail, cast iron pedestrian railing at abutment. \*

Detail. Cast iron pedestrian rail termination at abutment. \*

\*Abutment railing/wall is not within the artist's budgeted scope of work and at this date has not been designed. Renderings are based on SPECS sheet S1 abutment drawings (see checklist item 7).





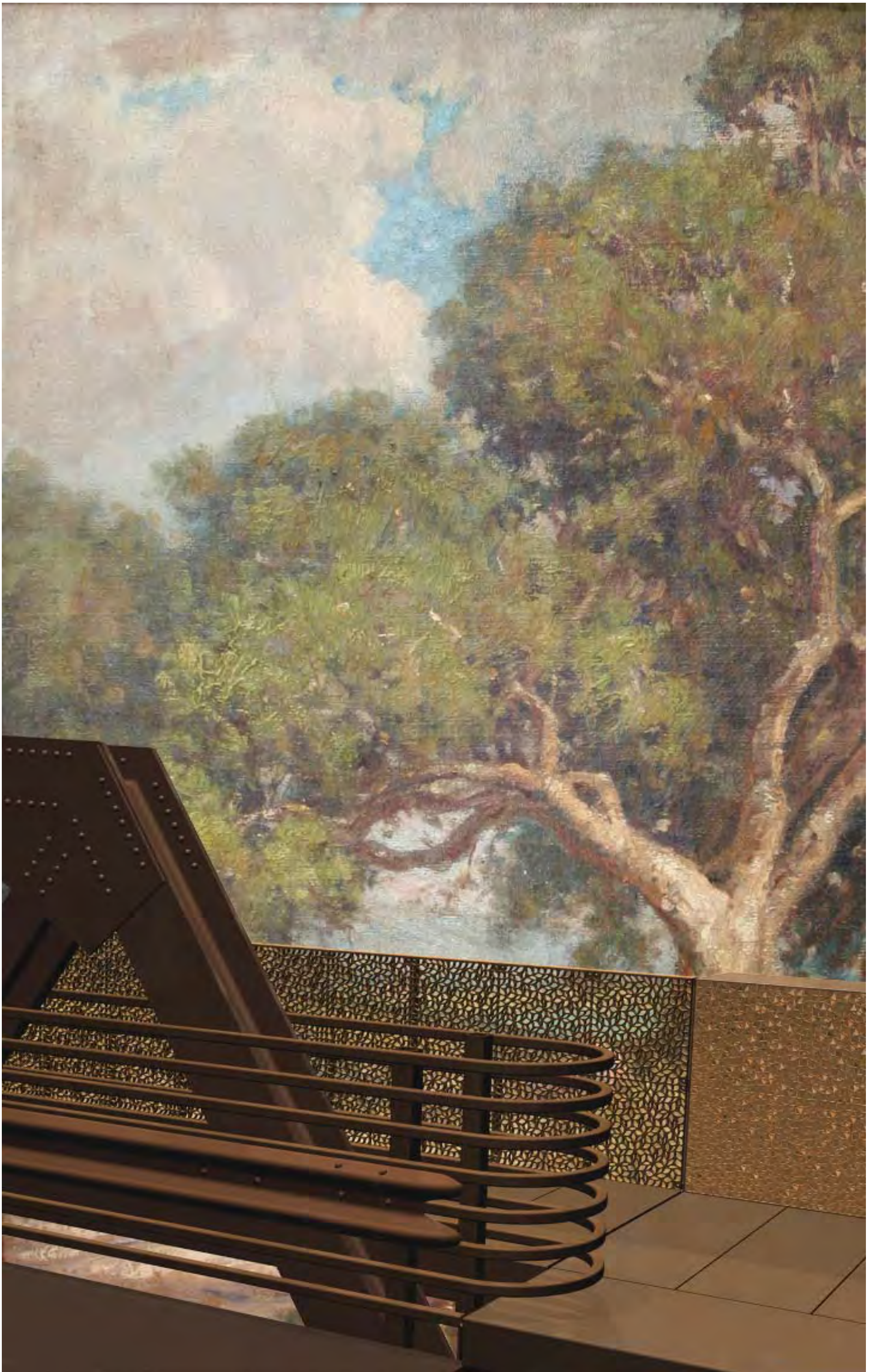
Oak Knoll Vehicle Bridge, North view, cast iron railing





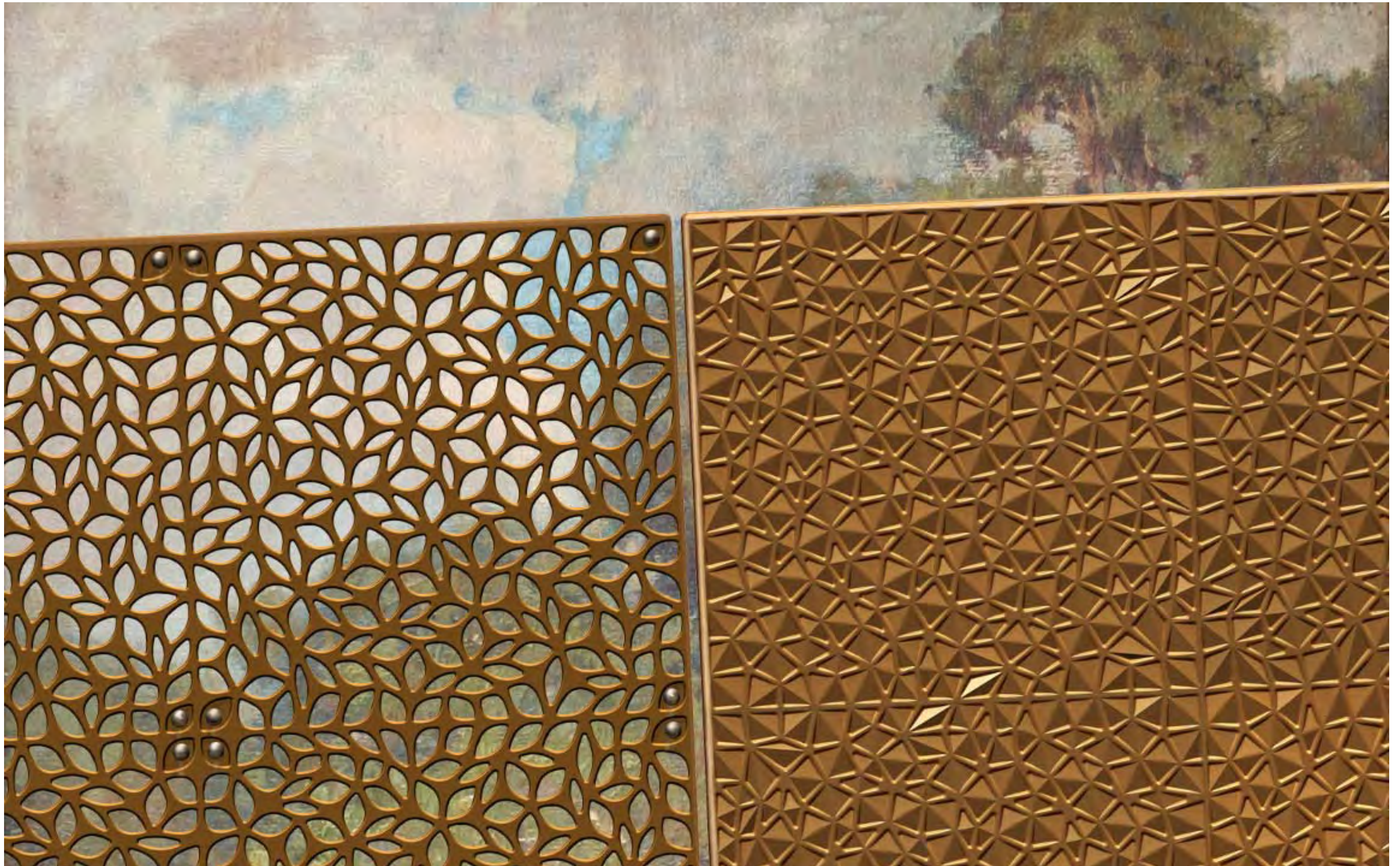
Oak Knoll Vehicle Bridge, North view detail, cast iron railing





Oak Knoll Vehicle Bridge, South view detail, cast iron railing





Oak Knoll Vehicle Bridge, rail termination detail, cast iron railing





## BRUCE TOMB

### OAK KNOLL VEHICLE BRIDGE PUBLIC ART CHECKLIST

#### ITEM 7 PROJECT SITE PLANS AND CONSTRUCTION DOCUMENTS

PA1.0 Bruce Tomb, Oak Knoll site overview.

PA2.0 Bruce Tomb, vehicle bridge as per planned unit development permit application and tract map.

PA3.0 Bruce Tomb, vehicle bridge pedestrian railing elevations and details.

S1 SPECS, general plan 1

S2 SPECS, general plan 2

S3 SPECS, foundation plan

S4 SPECS, abutment 1

S5 SPECS, abutment 2

S6 SPECS, retaining wall details

S7, SPECS, retaining wall details

S8, SPECS, retaining wall details

S9, SPECS, retaining wall details

S1, Big R Bridge, general specifications

S2, Big R Bridge, anchorage specifications

S3, Big R Bridge, chord detail

S4, Big R Bridge, section

S5, Big R Bridge, detail

S6, Big R Bridge, anchorage detail

S7, Big R Bridge, pedestrian rail attachment.





**Oak Knoll Community  
Conceptual Development Plan**

REVISIONS

**B R U C E  
T O M B**  
1240 Valerda Street, San Francisco, CA 94110  
415.370.3210 info@bruceatomb.com

Drawing Title:  
CONCEPTUAL  
DEVELOPMENT PLAN

Drawing Set:  
APPROVAL

Project:  
PUBLIC ART  
for  
OAK KNOLL  
VEHICLE BRIDGE  
PEDESTRIAN  
GUARDRAIL  
8750 Mountain Blvd.  
Oakland, CA 94605  
OKVA, LLC  
2392 Morris Ave.  
Irvine, CA 92614

Date: 11.23.2018

Scale: As noted

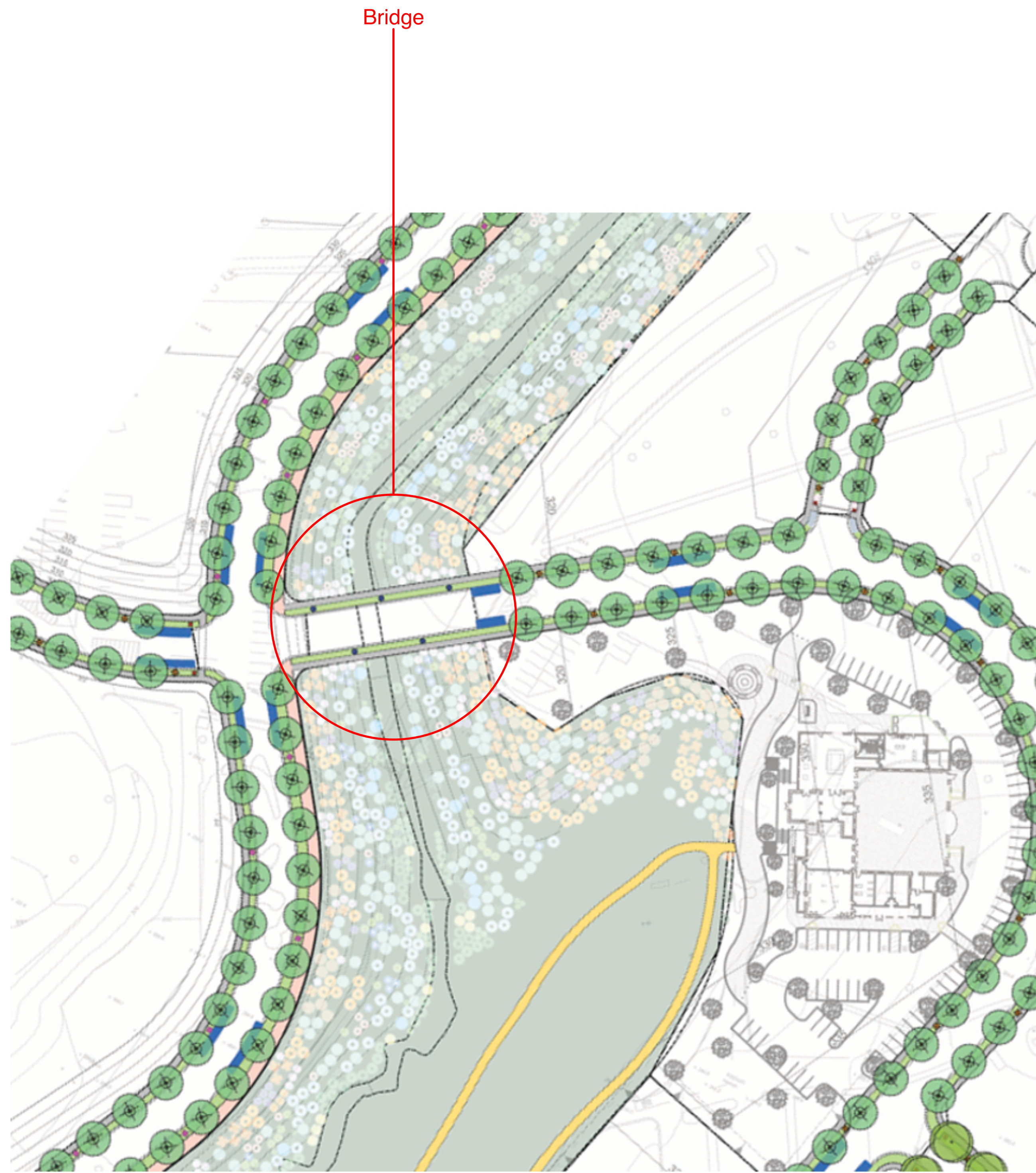
Drawn: BT

Sheet:

**PA1.0**

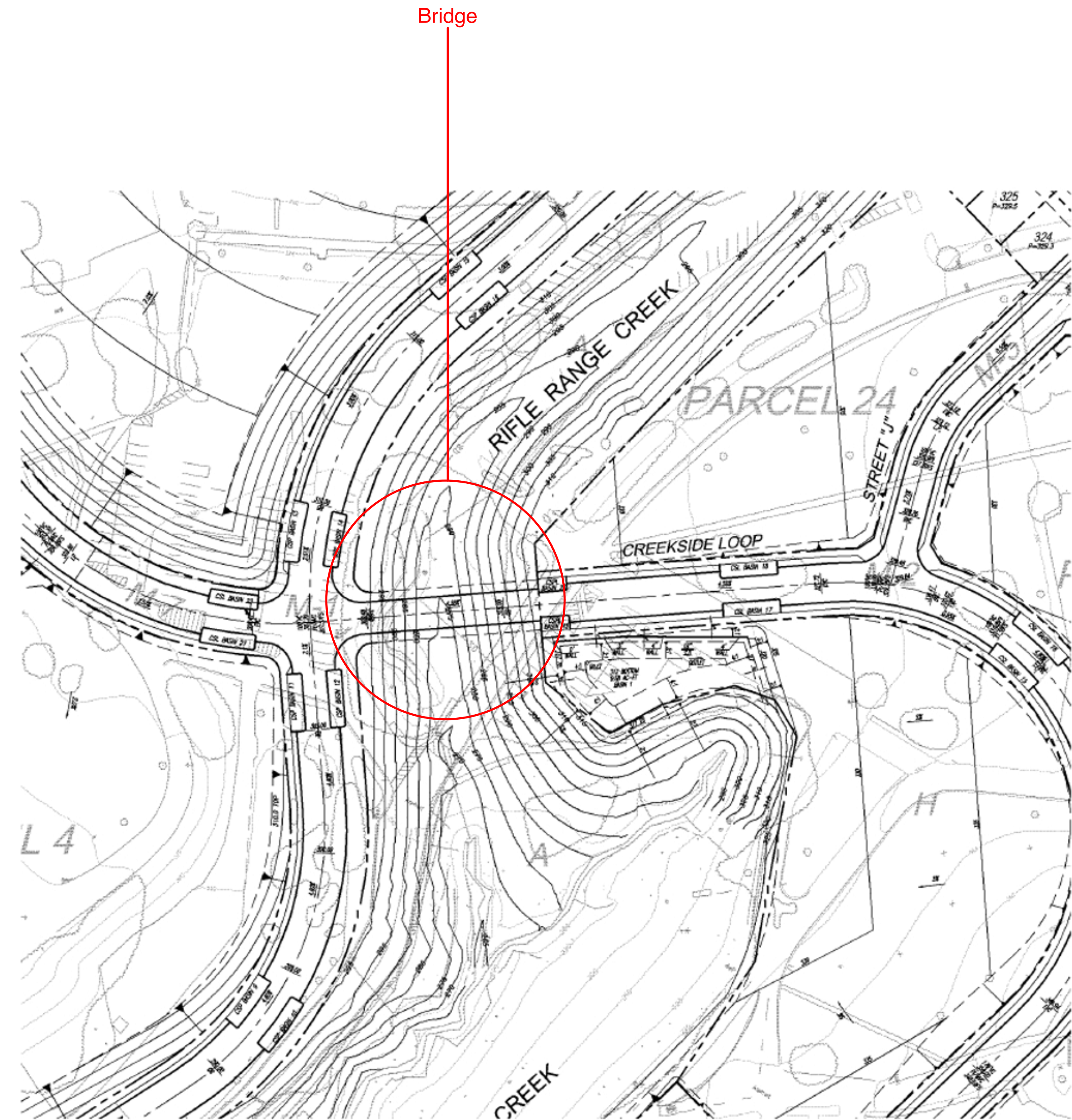
Of: 1





**Oak Knoll Vehicle Bridge  
Planned Unit Development Permit Application**

② Site Plan



**Oak Knoll Vehicle Bridge  
Tract Map**

① Tract Map

REVISIONS

**B R U C E  
T O M B**  
1240 Valerda Street, San Francisco, CA 94110  
415.370.3210 info@bruce-tomb.com

Drawing Title:  
TRACT MAP &  
SITE PLAN

Drawing Set:  
APPROVAL

Project:  
PUBLIC ART  
for  
OAK KNOLL  
VEHICLE BRIDGE  
PEDESTRIAN  
GUARDRAIL  
8750 Mountain Blvd.  
Oakland, CA 94605  
OKVA, LLC  
2392 Morris Ave.  
Irvine, CA 92614

Date: 11.23.2018

Scale: None

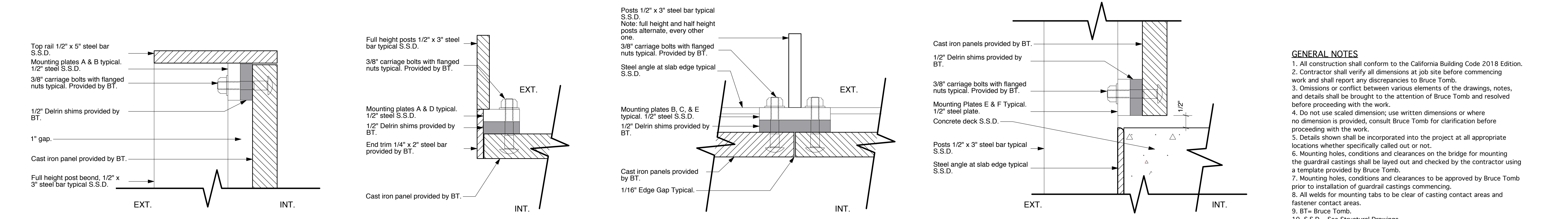
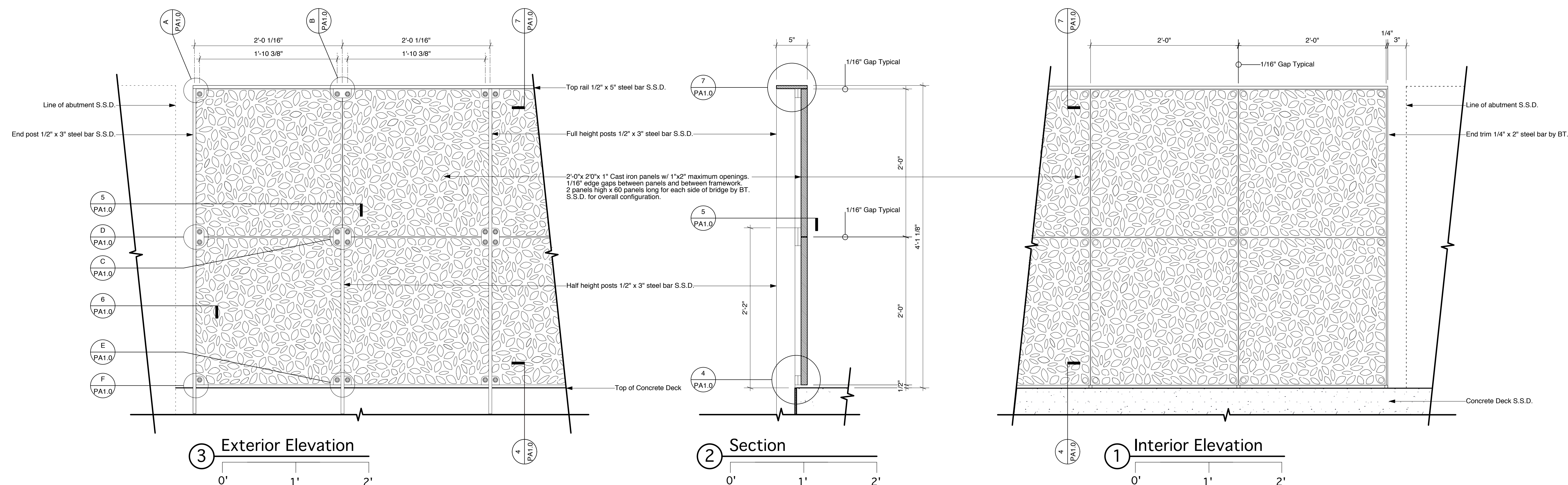
Drawn: BT

Sheet:

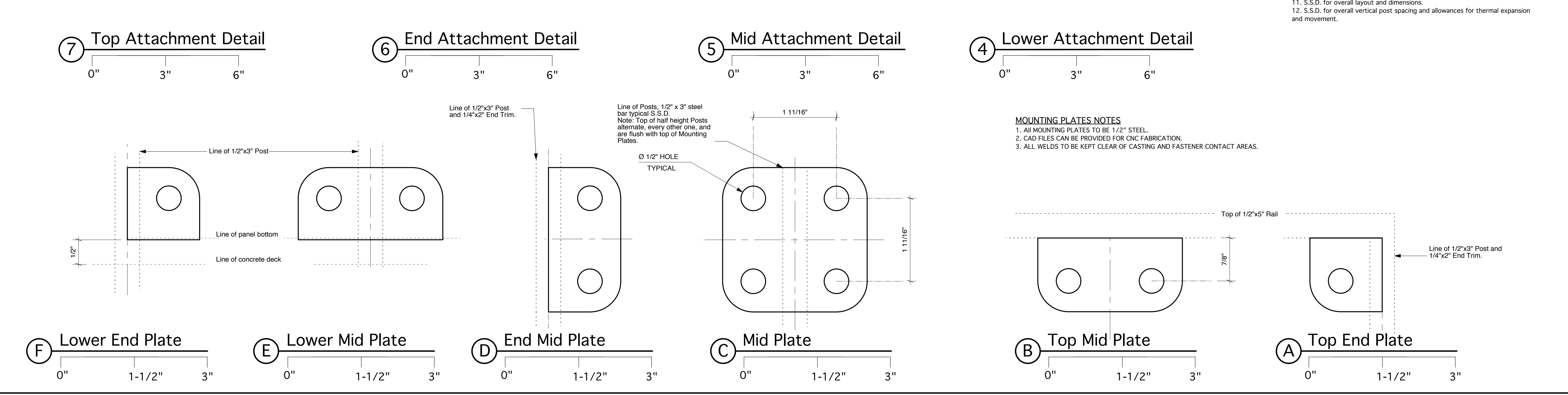
**PA2.0**

Of: 3





- GENERAL NOTES**
1. All construction shall conform to the California Building Code 2018 Edition.
  2. Contractor shall verify all dimensions at job site before commencing work and shall report any discrepancies to Bruce Tomb.
  3. Omissions or conflict between various elements of the drawings, notes, and details shall be brought to the attention of Bruce Tomb and resolved before proceeding with the work.
  4. Do not use scaled dimension; use written dimensions or where no dimension is provided, consult Bruce Tomb for clarification before proceeding with the work.
  5. Details shown shall be incorporated into the project at all appropriate locations whether specifically called out or not.
  6. Mounting holes, conditions and clearances on the bridge for mounting the guardrail castings shall be laid out and checked by the contractor using a template provided by Bruce Tomb.
  7. Mounting holes, conditions and clearances to be approved by Bruce Tomb prior to installation of guardrail castings commencing.
  8. All welds for mounting tabs to be clear of casting contact areas and fastener contact areas.
  9. BT = Bruce Tomb.
  10. S.S.D. = See Structural Drawings.
  11. S.S.D. for overall layout and dimensions.
  12. S.S.D. for overall vertical post spacing and allowances for thermal expansion and movement.



**BRUCE TOMB**  
 1240 Valencia Street, San Francisco, CA 94110  
 415.370.3210 info@bruceomb.com

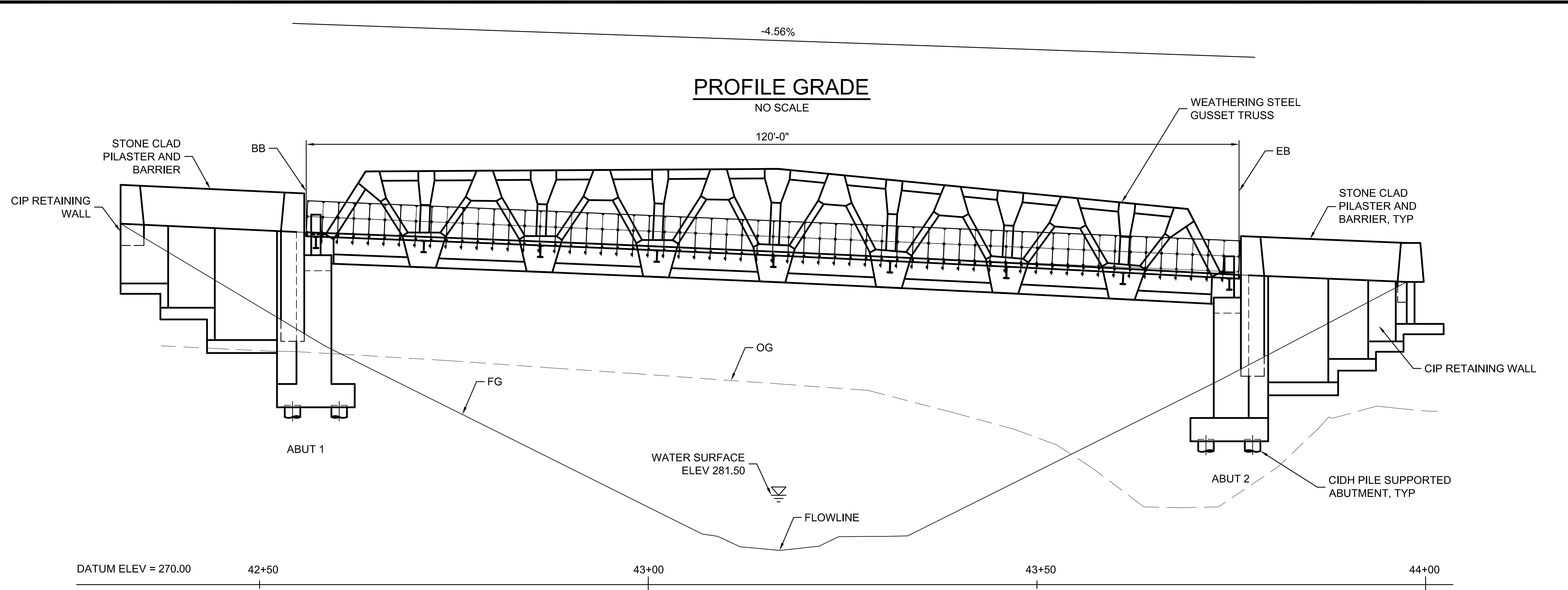
Drawing Title:  
**CAST IRON GUARDRAIL ELEVATIONS & DETAILS**

Drawing Set:  
**APPROVAL**

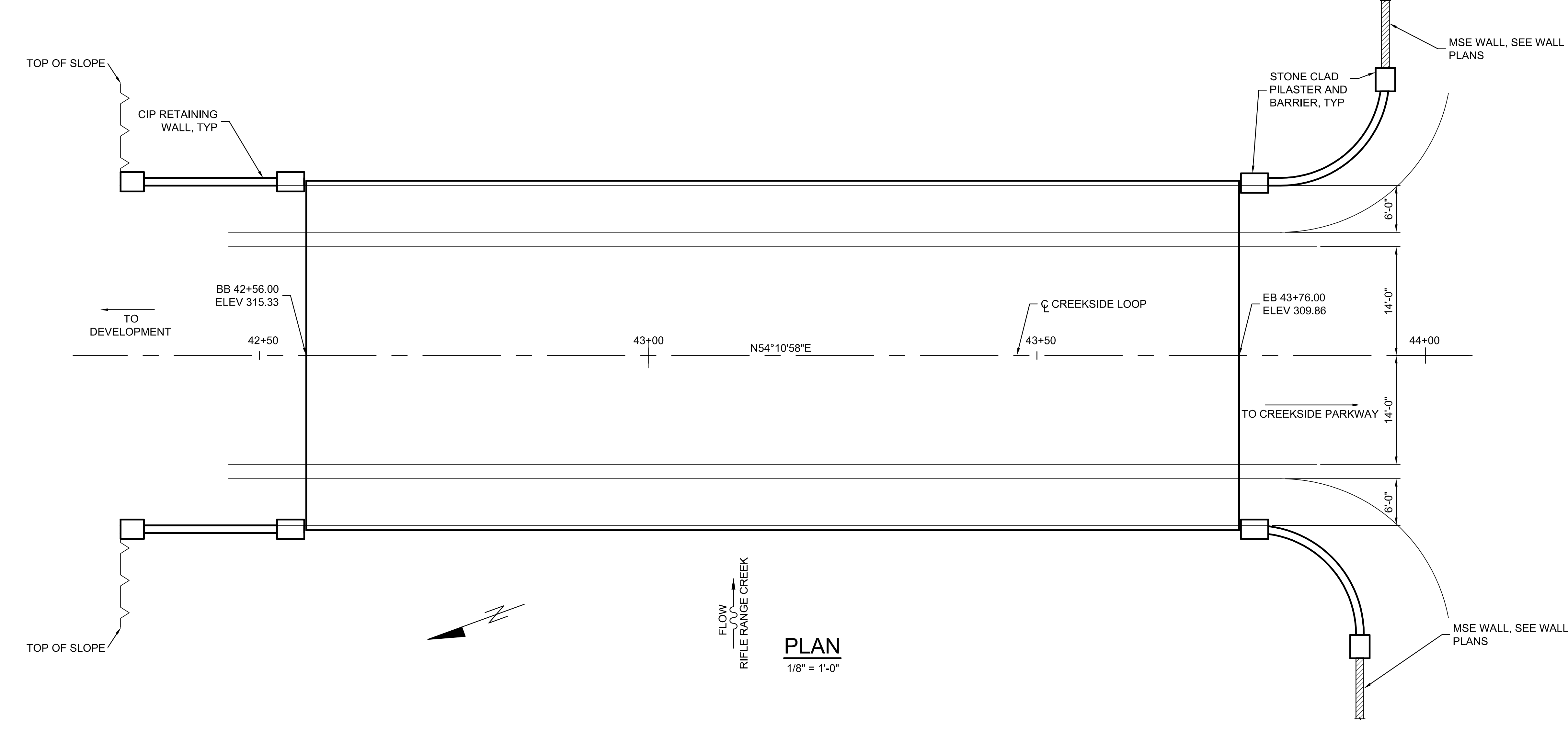
Project:  
 PUBLIC ART for OAK KNOLL VEHICLE BRIDGE  
 PEDESTRIAN GUARDRAIL  
 8750 Mountain Blvd. Oakland, CA 94605  
 OKVA, LLC  
 2392 Morris Ave. Irvine, CA 92614

Date: 11.23.2018  
 Scale: As noted  
 Drawn: BT  
 Sheet: **PA3.0**  
 Of: 3





**ELEVATION**  
1/8" = 1'-0"



**PLAN**  
1/8" = 1'-0"

**INDEX TO PLANS**

No.	TITLE
S1.	GENERAL PLAN NO. 1
S2.	GENERAL PLAN NO. 2
S3.	FOUNDATION PLAN
S4.	ABUTMENT 1 LAYOUT
S5.	ABUTMENT 2 LAYOUT
S6.	RW NO. 1 & 3 DETAILS
S7.	RW NO. 2 & 4 DETAILS
S8.	RETAINING WALL DETAILS NO. 1
S9.	RETAINING WALL DETAILS NO. 2
S10.	TRUSS GENERAL NOTES
S11.	BEARING REACTION & ANCHOR BOLT LAYOUT
S12.	ELEVATION & PLAN VIEW
S13.	CROSS SECTION
S14.	WELD AND CONNECTION DETAILS
S15.	BEARING ELEVATIONS
S16.	PLATE DETAILS

**REVIEW AND APPROVAL**

SHEET NO.	APPROVED	APPROVED AS NOTED	REVISE & RESUBMIT
S1.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
S2.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
S3.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
S4.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
S5.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
S6.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
S7.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
S8.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
S9.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
S10.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
S11.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
S12.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
S13.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
S14.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
S15.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
S16.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

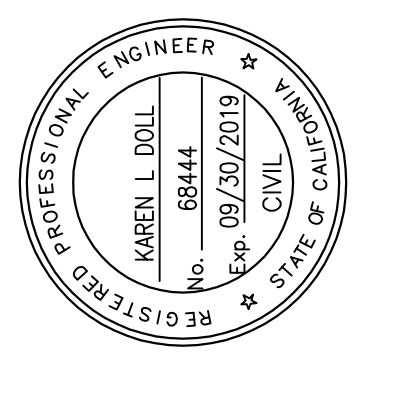
REVIEWED BY: \_\_\_\_\_  
 COMPANY: \_\_\_\_\_  
 DATE: \_\_\_\_\_

PLEASE CHECK ONE BOX FOR EACH SHEET AND ADD COMMENTS AS NEEDED ON APPROPRIATE SHEETS.

**NOTES:**

1. Refer to the utility plans for the exact locations of all utilities. SPECS takes no responsibility for the accuracy of the utility locations and elevations shown on these plans.
2. Dry utility location/type/size are not yet available. Will be incorporated at next submittal.
3. Deck includes 2" of sacrificial concrete for architectural treatment.
4. For Weathering Steel Gusset Truss details, see plans by Big R.

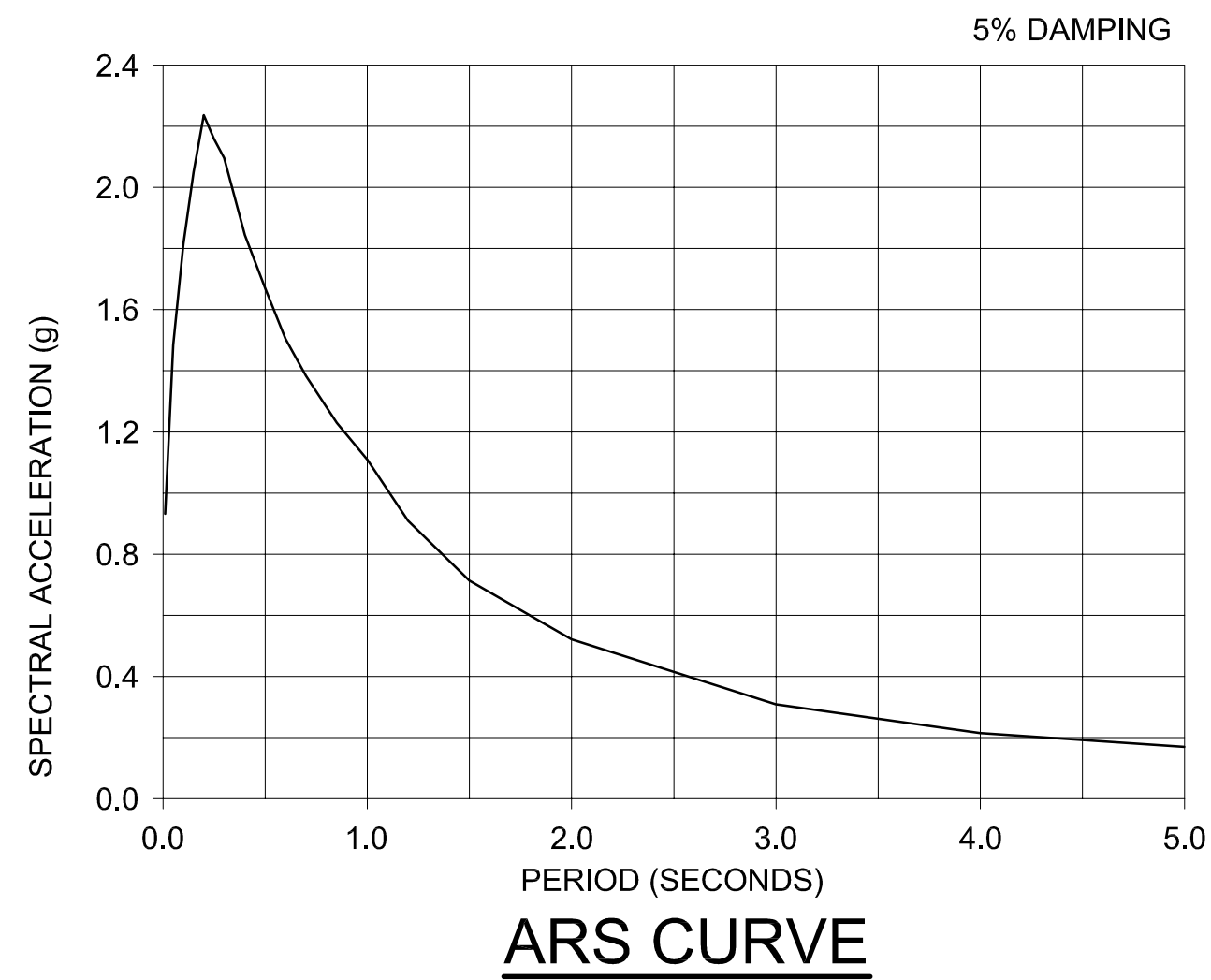
CREATIVE STRUCTURAL SOLUTIONS  
**SPECS**  
 1108 2ND ST. #638 ENCINITAS, CA 92024  
 PH: (858) 796-1890



OAK KNOLL  
 GENERAL PLAN NO. 1

DATE:	10/25/17	DATE NO.:	AS NOTED	DESIGN BY:	KLD	DRAWN BY:	KLD	CHECKED BY:	KLD	JOB NO.:
REVISIONS										

SHEET NO.: **S1**  
 OF



### GENERAL NOTES LOAD AND RESISTANCE FACTOR DESIGN

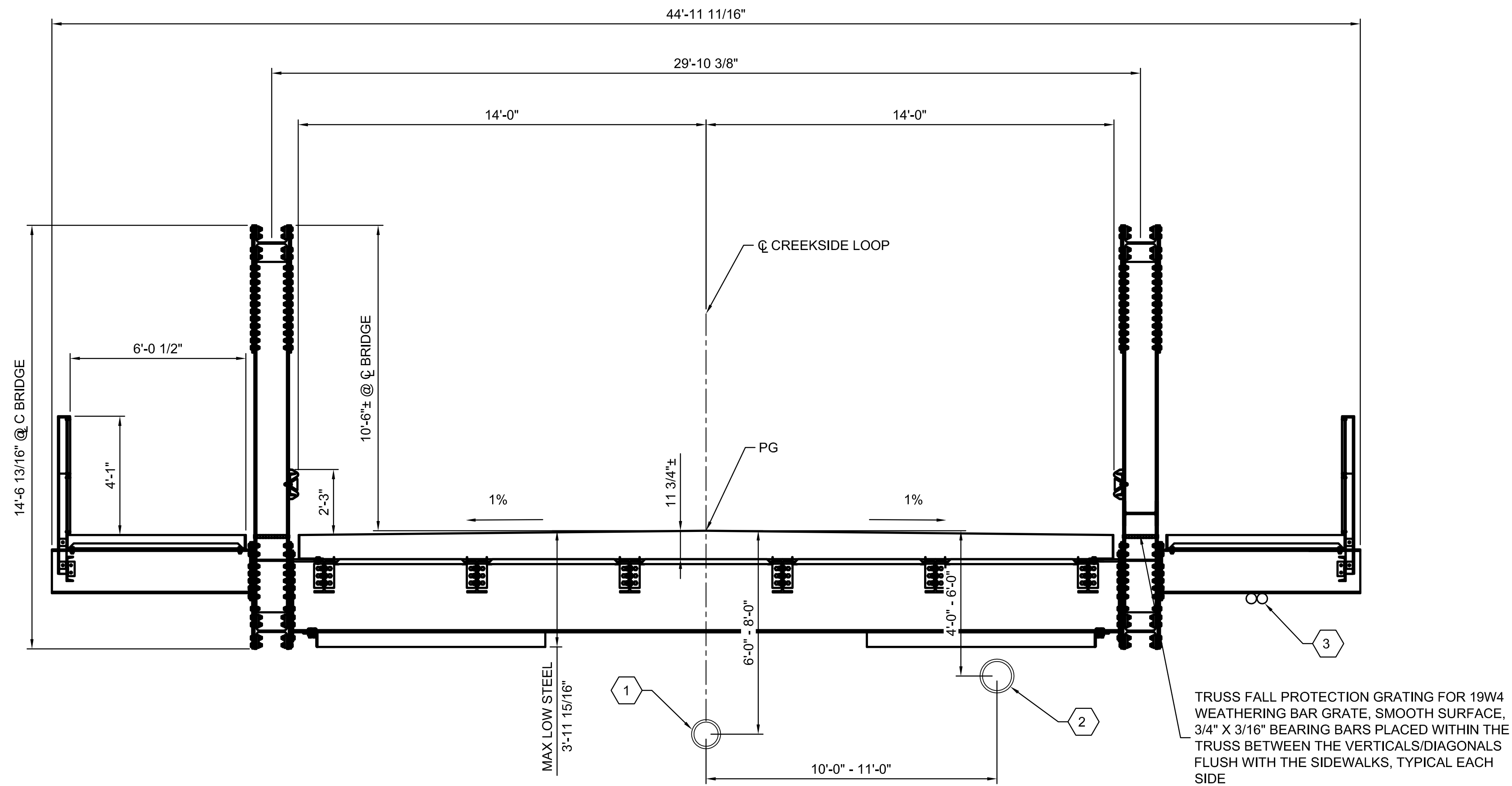
**DESIGN:**  
AASHTO LRFD Bridge Design Specifications, 6th Edition, and the California Amendments, preface dated January 2014.

**SEISMIC DESIGN:**  
Caltrans Seismic Design Criteria (SDC), Version 1.7 dated April 2013.

**SEISMIC LOADING:**  
Soil profile: Type D  
Peak Ground Acceleration = 0.93g

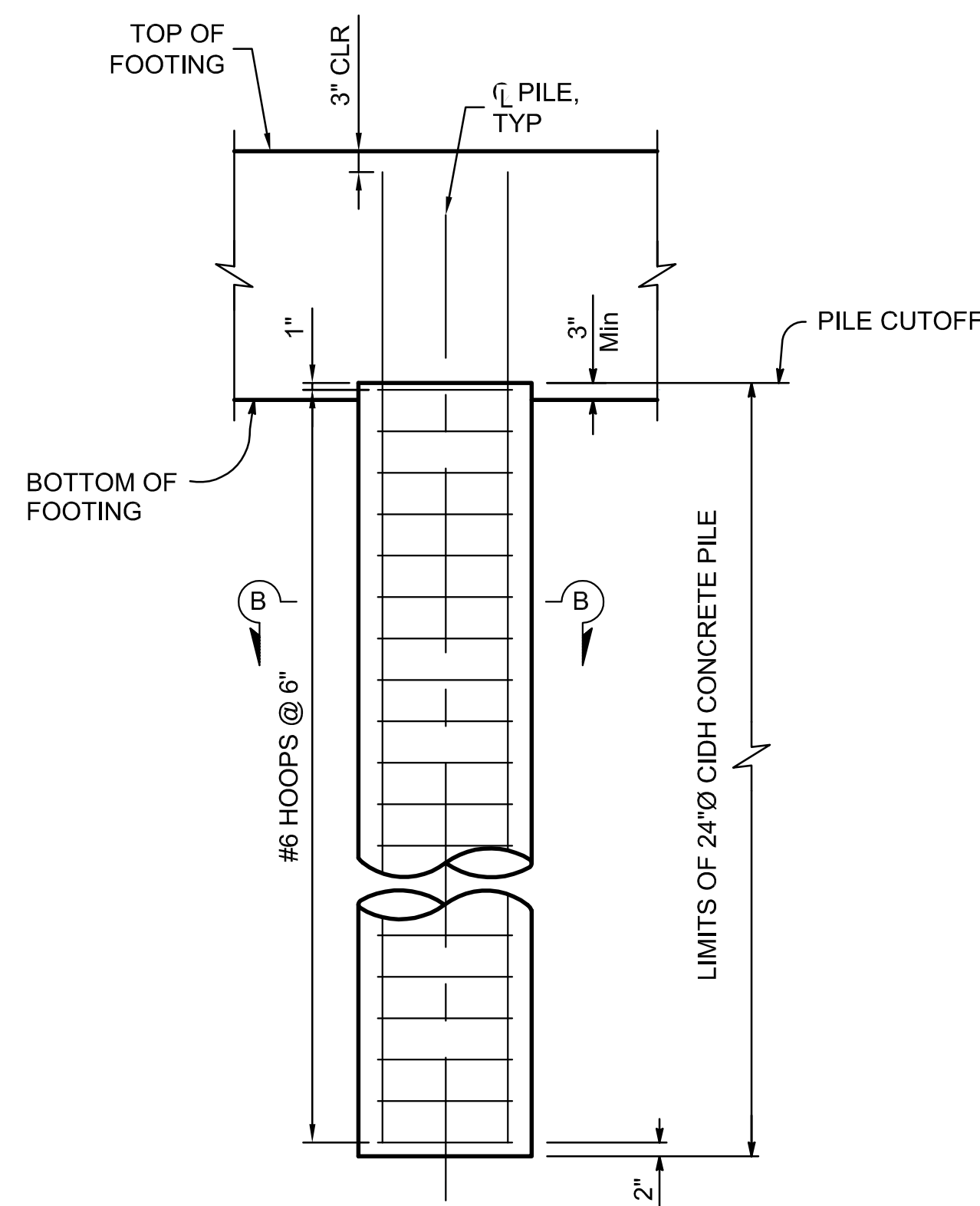
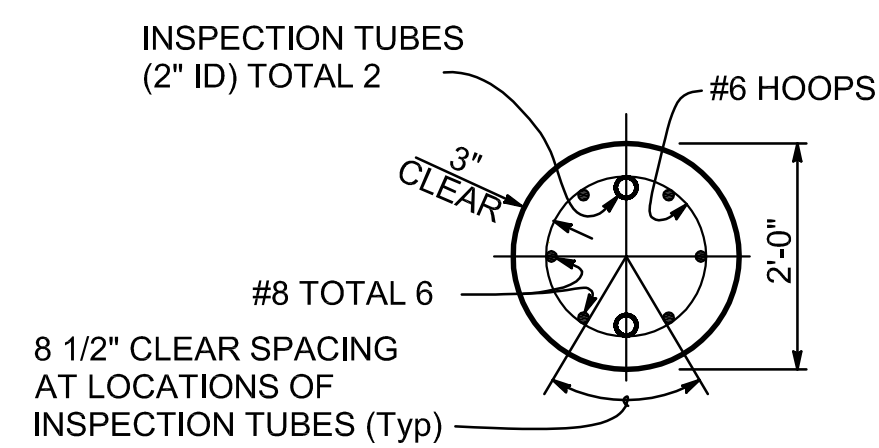
**CONCRETE:**  
f<sub>y</sub> = 60 ksi  
f<sub>c</sub> = 4 ksi  
n = 8

FOR PREFABRICATED GUSSET TRUSS DESIGN INFO, SEE PLANS BY BIG R BRIDGE



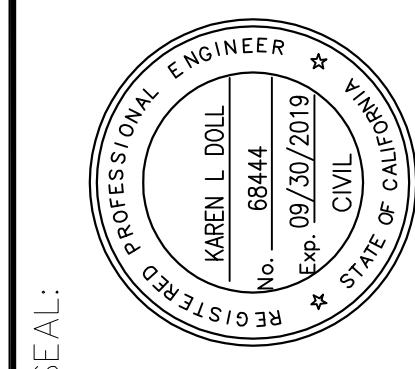
#### UTILITY LEGEND:

- 1 10" Ø I.D. SEWER LINE, SEE "UTILITY PLANS"
- 2 12" Ø I.D. WATER LINE, SEE "UTILITY PLANS"
- 3 2 - 2" Ø PVC IRRIGATION PIPES, SEE "UTILITY PLANS"



#### PILE DATA TABLE

LOCATION	PILE TYPE	NOMINAL RESISTANCE (kips)		SPECIFIED TIP ELEVATION (ft)
		COMPRESSION	TENSION	
ABUT 1	24" Ø CIDH	210	84	257.00
ABUT 2	24" Ø CIDH	220	84	252.00



## OAK KNOLL GENERAL PLAN NO. 2

DATE:	10/25/17	DATE NO.:	AS NOTED
SCALE:	AS NOTED	DESIGN BY:	KLD
		DRAWN BY:	KLD
		CHECKED BY:	KLD
JOB NO.:			

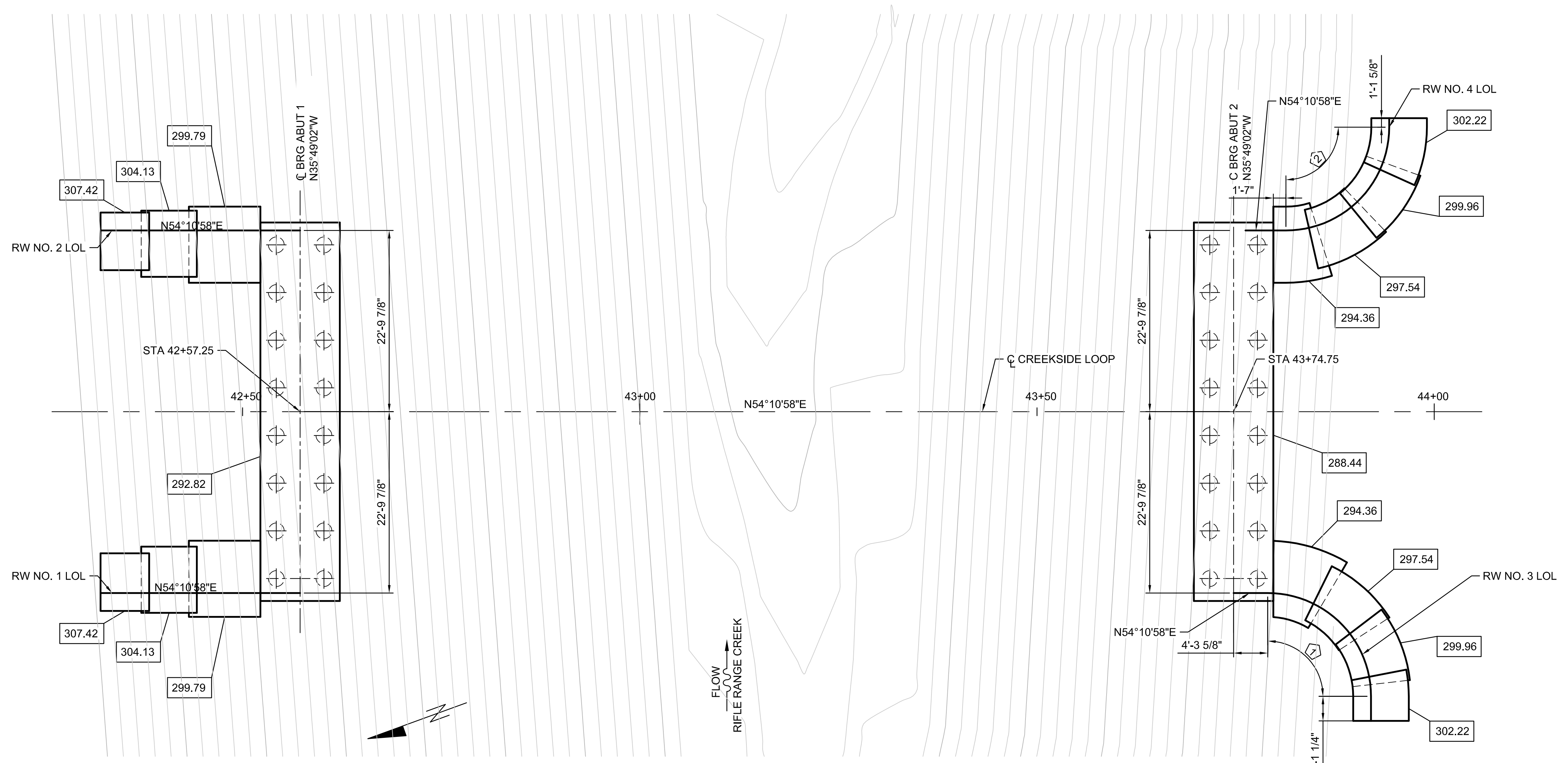
SHEET NO.: **S2**  
OF

PREPARED BY: **SPECS**  
CREATIVE STRUCTURAL SOLUTIONS  
1106 2ND ST. #638 ENCINITAS, CA 92024  
PH: (858) 790-1890

SEAL: **REGISTERED PROFESSIONAL ENGINEER**  
KAREN L. DOLL  
No. 68444  
Exp. 09/30/2019  
CIVIL  
STATE OF CALIFORNIA

CITY OF OAKLAND  
ALAMEDA COUNTY  
CALIFORNIA

REVISIONS



**FOUNDATION PLAN**  
1/8" = 1'-0"

**CURVE DATA**

NO.	R	Δ	L
①	13.00'	90°0'0"	20.42'
②	13.00'	90°0'0"	20.42'

**HYDROLOGIC SUMMARY**

DRAINAGE AREA: XXX SQUARE MILES			
FREQUENCY	DESIGN FLOOD	BASE FLOOD	OVERTOPPING FLOOD/FLOOD OF RECORD
50-YEAR	XXXX CFS	100-YEAR	>75-YEAR
DISCHARGE	XXXX CFS	XXXX CFS	XXXX CFS
WATER SURFACE ELEVATION AT BRIDGE	281.50	XXX.XX	XXX.XX

**NOTES:**

1. Refer to the utility plans for the exact locations of all utilities. SPECS takes no responsibility for the accuracy of the utility locations and elevations shown on these plans.
2. Dry utility location/type/size are not yet available. Will be incorporated at next submittal.
3. Deck includes 2" of sacrificial concrete for architectural treatment.
4. For Weathering Steel Gusset Truss details, see plans by Big R.

PREPARED BY: **SPECS** CREATIVE STRUCTURAL SOLUTIONS  
1106 2ND ST. #638 ENCINITAS, CA 92024  
PH: (858) 796-1890

REGISTERED PROFESSIONAL ENGINEER  
KAREN L. DOLL  
No. 68444  
Exp. 09/30/2019  
CIVIL  
STATE OF CALIFORNIA

OAK KNOLL FOUNDATION PLAN

CITY OF OAKLAND ALAMEDA COUNTY CALIFORNIA

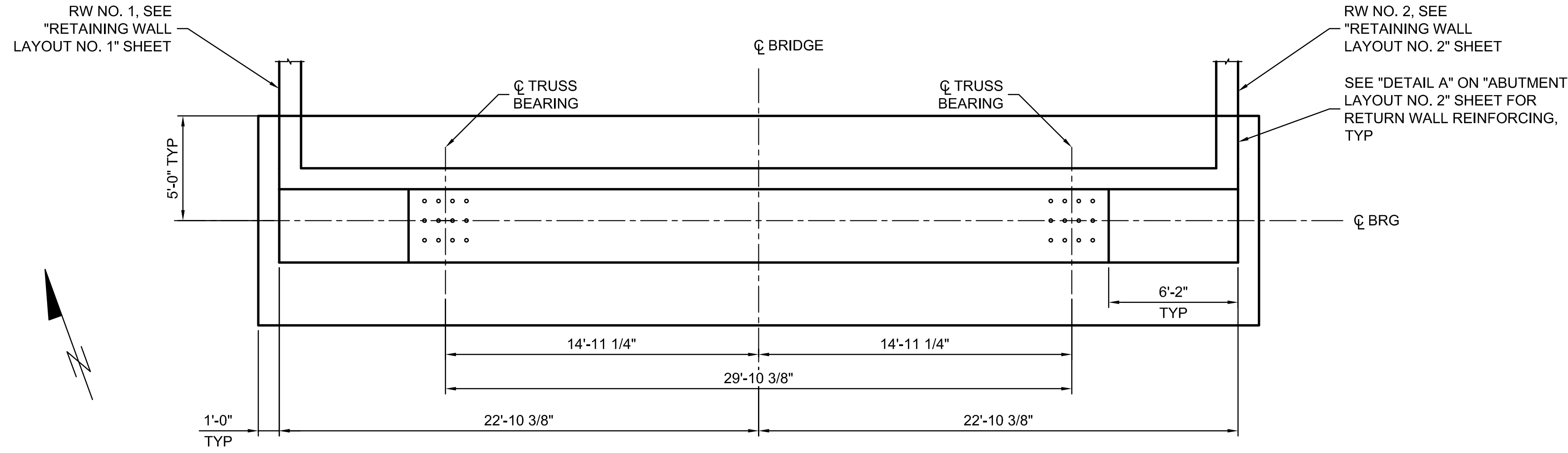
DATE: 10/25/17 DATE NO.:  
SCALE: AS NOTED  
DESIGN BY: KLD  
DRAWN BY: KLD  
CHECKED BY: KLD  
JOB NO.:

SHEET NO.: **S3**  
OF

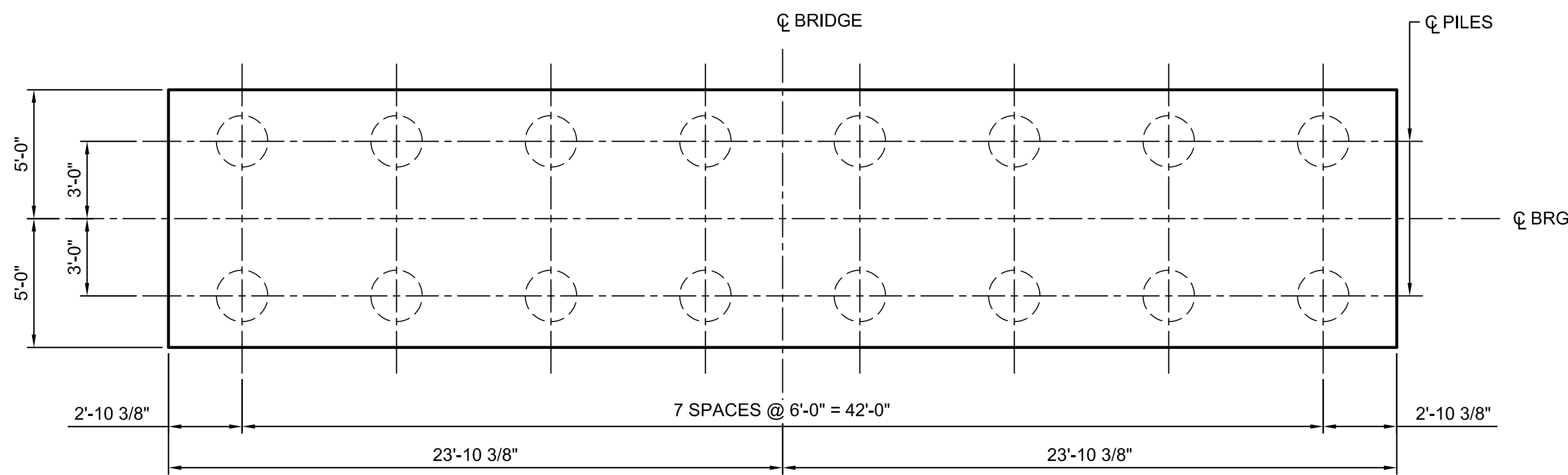
DATE: 10/25/17 DATE NO.:  
SCALE: AS NOTED  
DESIGN BY: KLD  
DRAWN BY: KLD  
CHECKED BY: KLD  
JOB NO.:

By: DWG:

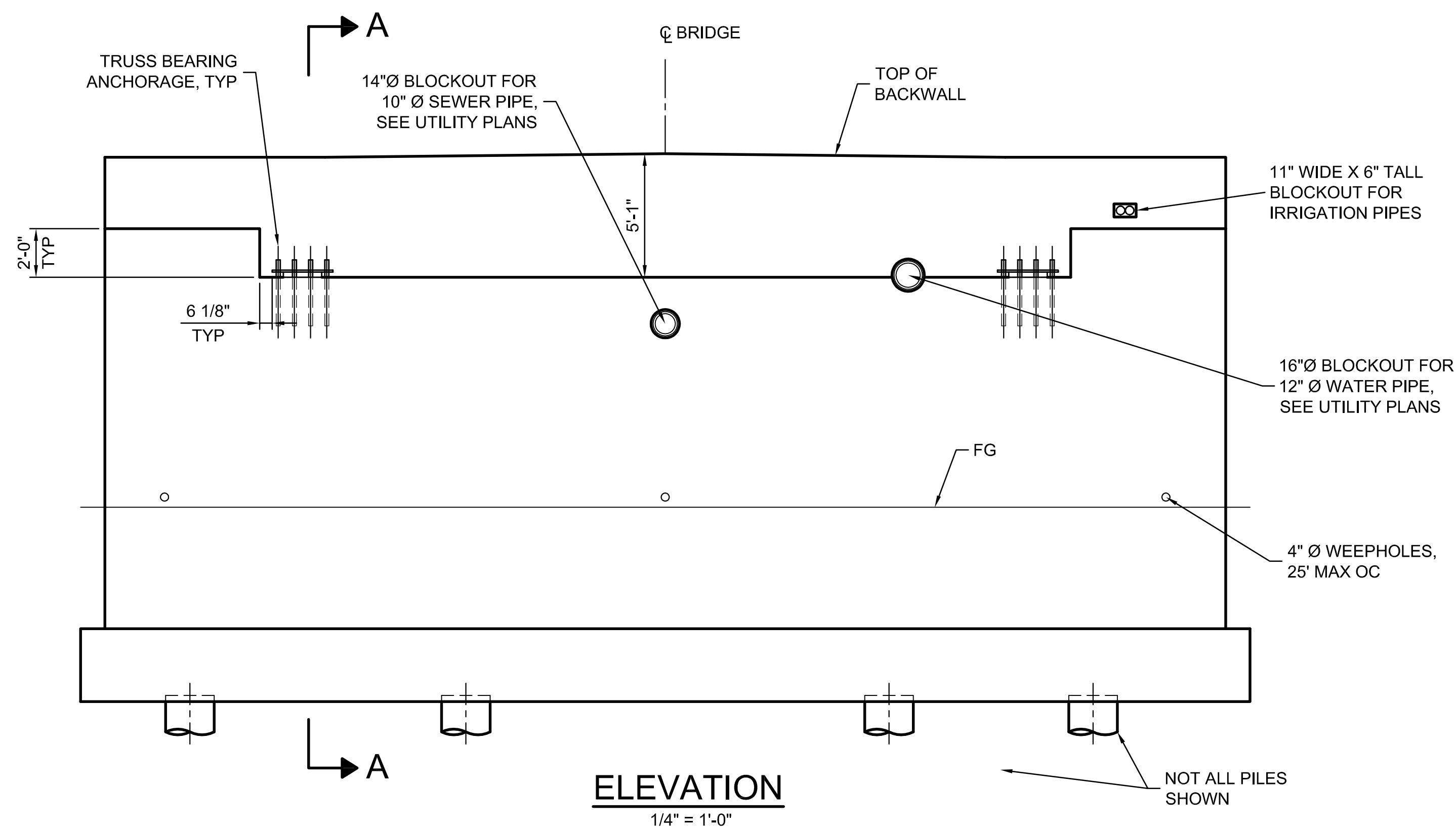
PAAC 8-5-19 Item IVa OakKnoll-1.rvt



**PLAN**  
1/4" = 1'-0"



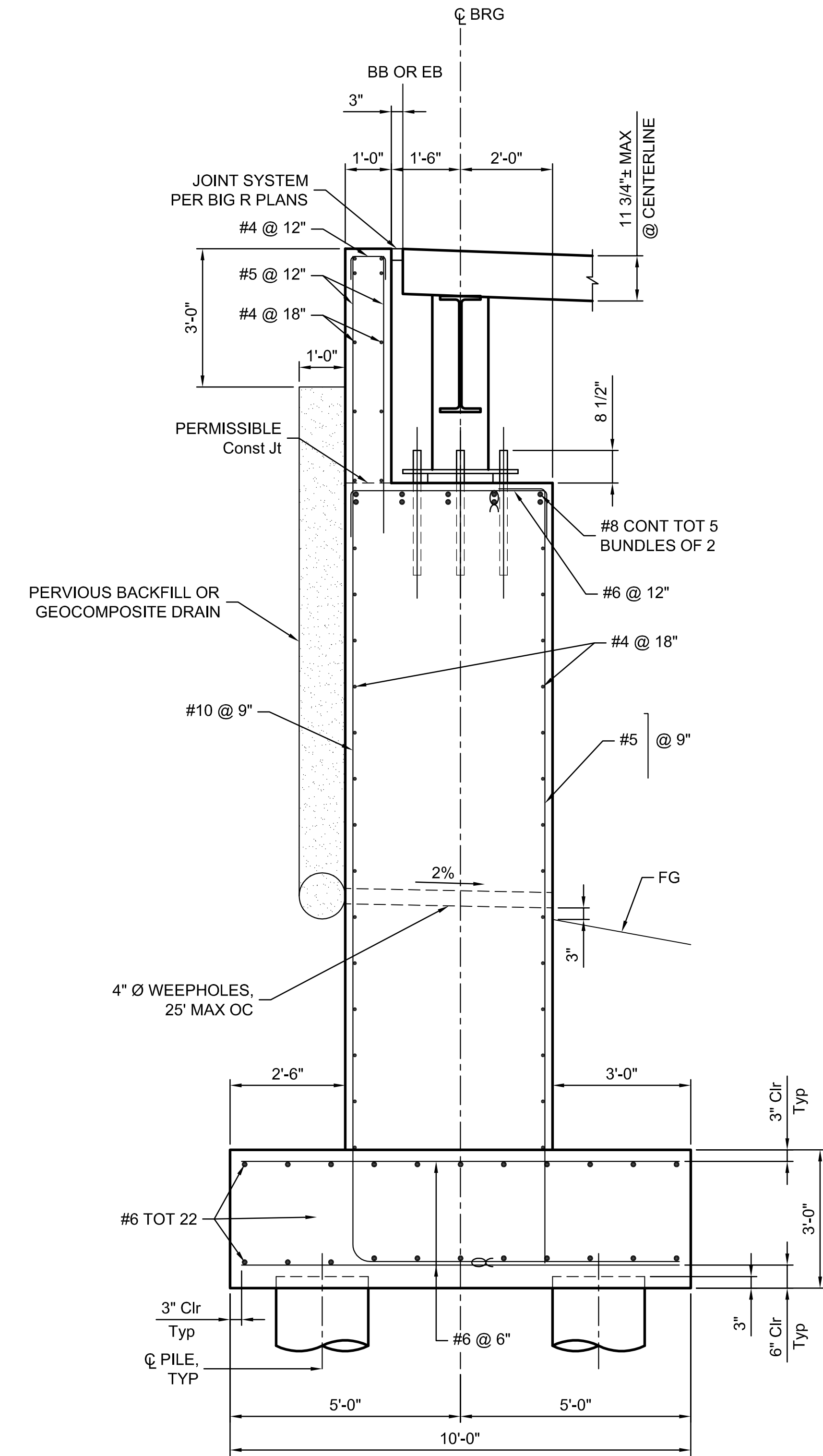
**PILE PLAN**  
1/4" = 1'-0"



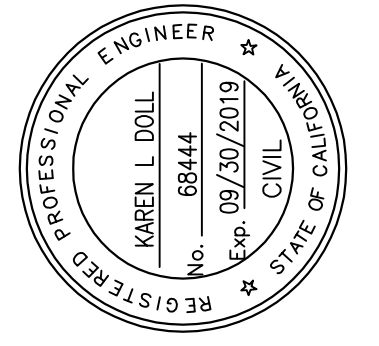
**ELEVATION**  
1/4" = 1'-0"

**NOTES:**

1. REFER TO PLANS BY BIG R BRIDGE FOR PREFABRICATED WEATHERING STEEL GUSSET TRUSS DETAILS NOT SHOWN.



**SECTION A - A**  
1/2" = 1'-0"



**OAK KNOLL**  
**ABUTMENT 1 LAYOUT**

REVISIONS

DATE: 10/25/17 DATE NO.

SHEET NO.:

**S4**

OF

PREPARED BY:

**SPECS**  
CREATIVE STRUCTURAL SOLUTIONS  
1106 2ND ST. #638 ENCINITAS, CA 92024  
PH: (858) 796-1890

SEAL:

CALIFORNIA

ALAMEDA COUNTY

CITY OF OAKLAND

DATE: 10/25/17 DATE NO.

SCALE: AS NOTED

DESIGN BY: KLD

DRAWN BY: KLD

CHECKED BY: KLD

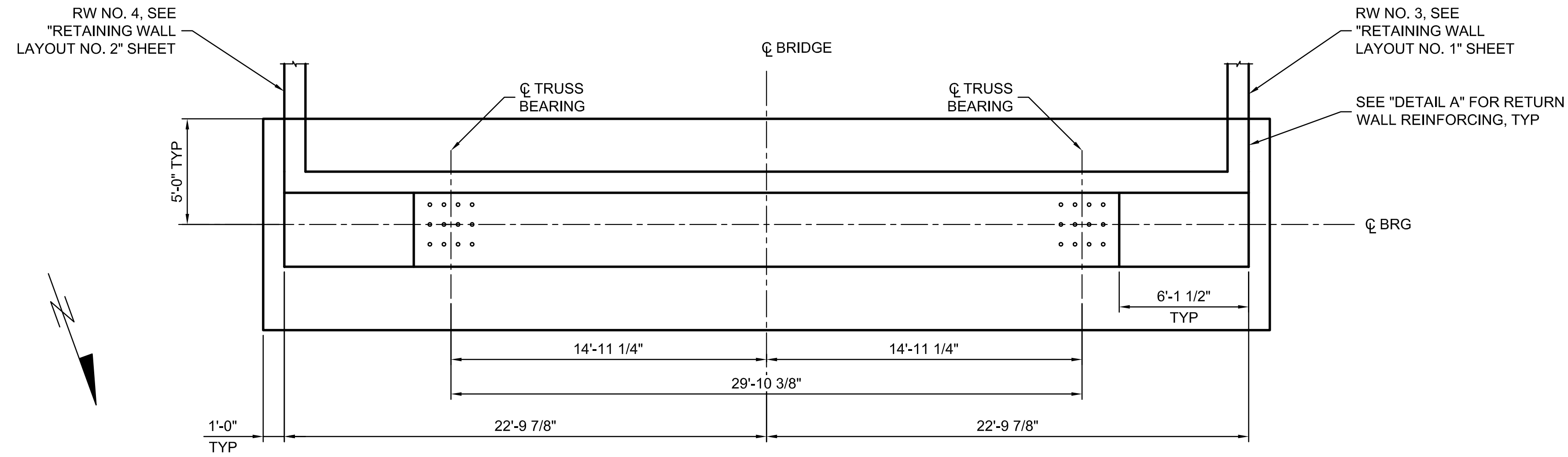
JOB NO.:

By:

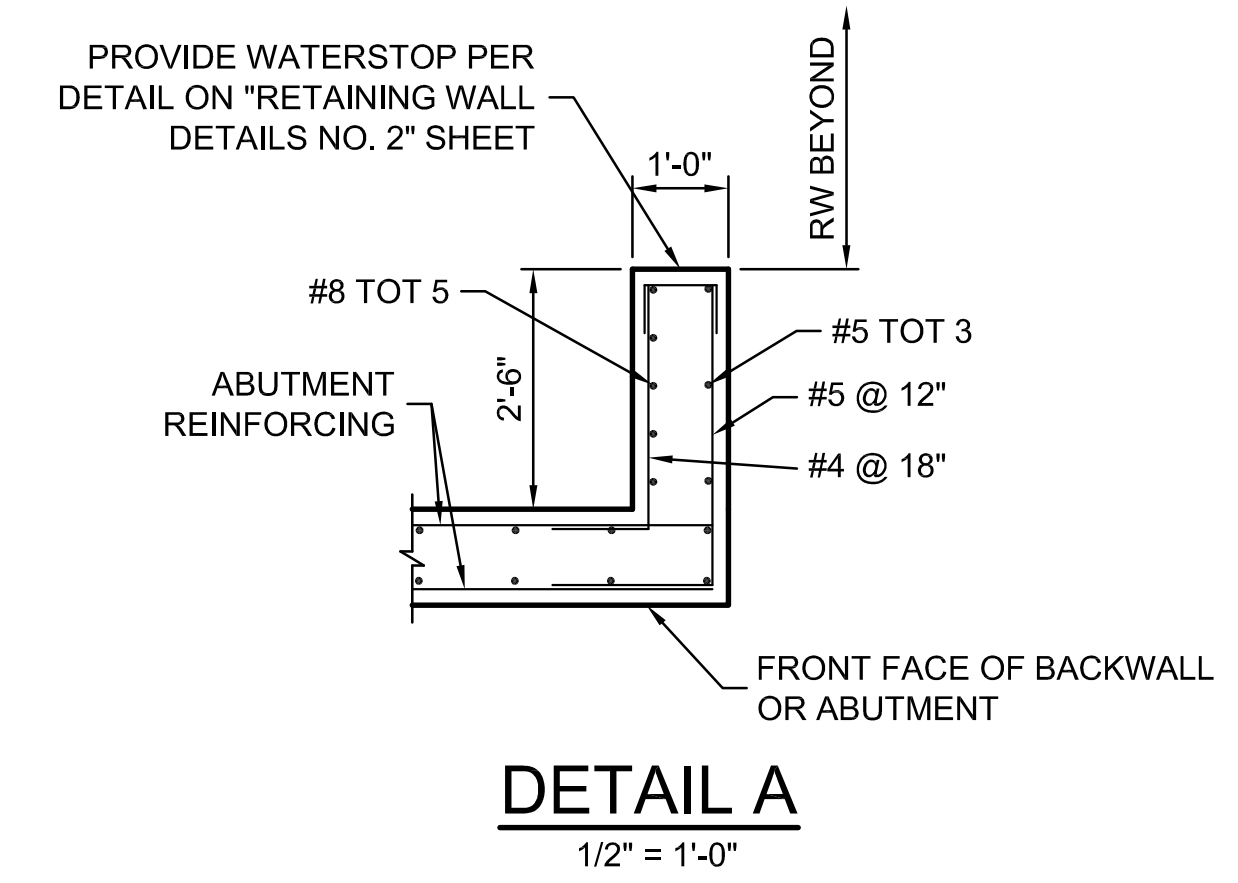
DWG:

PAAC 8-5-19 Item IVa OakKnoll-1.rvt

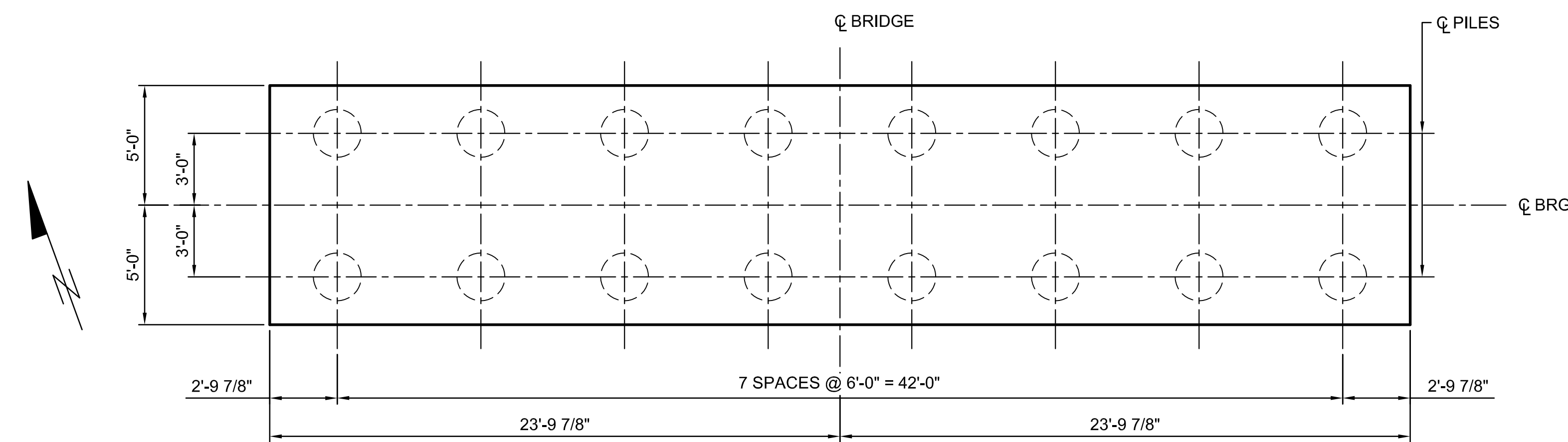




**PLAN**  
1/4" = 1'-0"



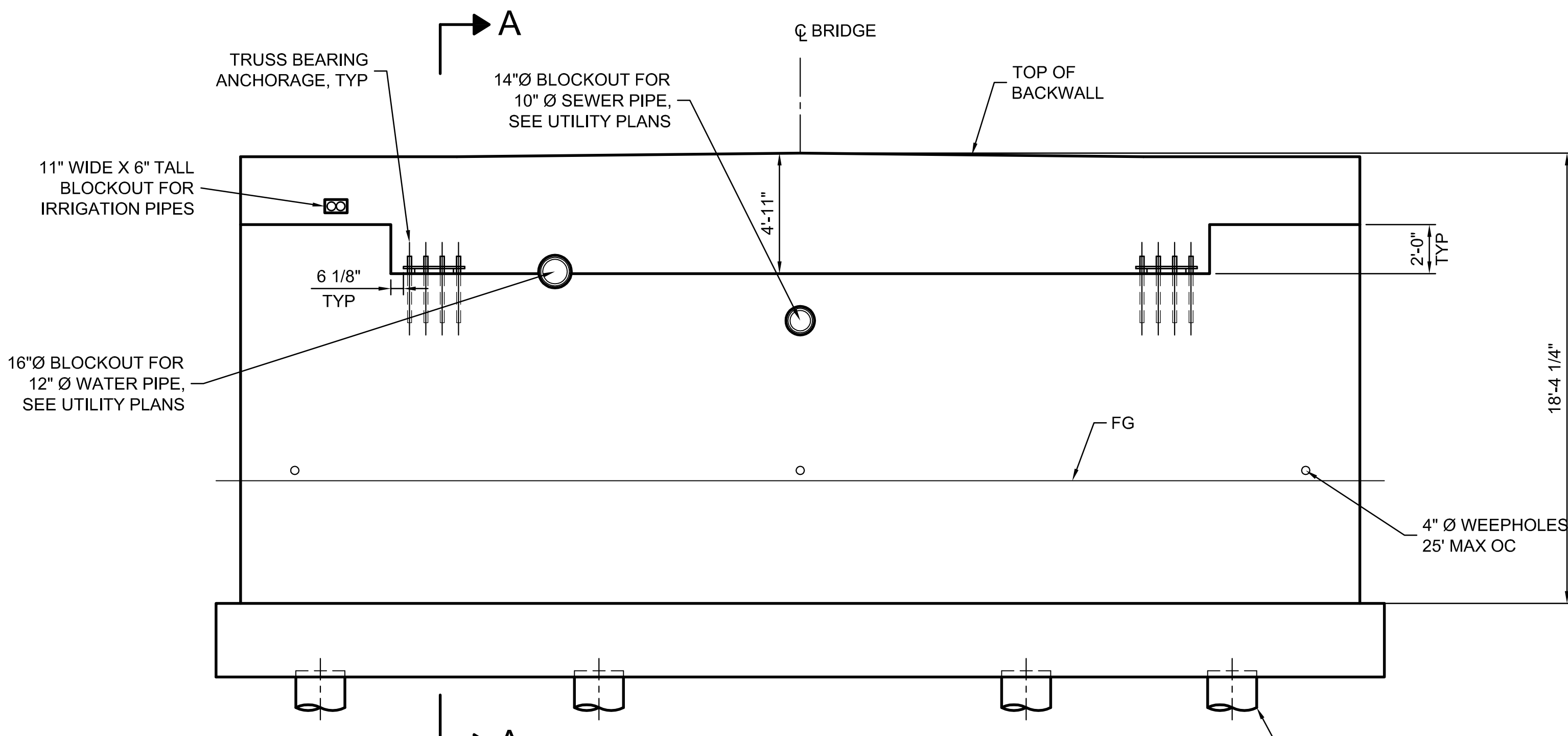
**DETAIL A**  
1/2" = 1'-0"



**PILE PLAN**  
1/4" = 1'-0"

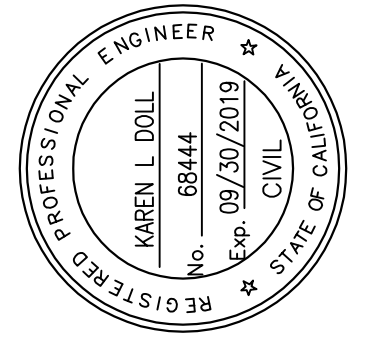
**NOTES:**

1. REFER TO PLANS BY BIG R BRIDGE FOR PREFABRICATED WEATHERING STEEL GUSSET TRUSS DETAILS NOT SHOWN.
2. FOR SECTION A - A, SEE "ABUTMENT 1 LAYOUT" SHEET



**ELEVATION**  
1/4" = 1'-0"

NOT ALL PILES SHOWN

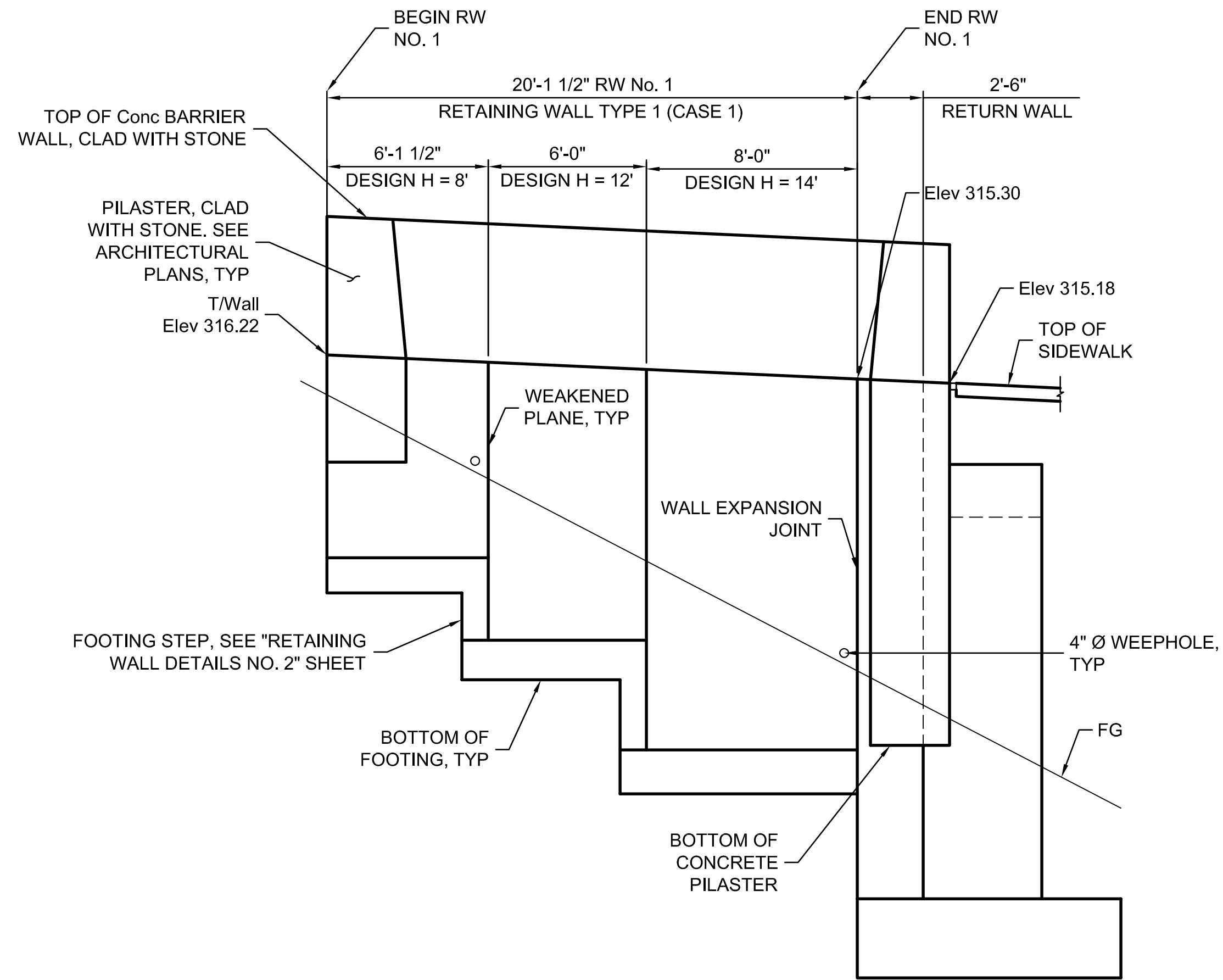


OAK KNOLL  
ABUTMENT 2 LAYOUT

CREATIVE STRUCTURAL SOLUTIONS  
1106 2ND ST. #638 ENCINITAS, CA 92024  
PH: (858) 790-1890

DATE	SCALE	DESIGN BY	DRAWN BY	CHECKED BY	JOB NO.	REVISIONS
10/25/17	AS NOTED	KLD	KLD	KLD		

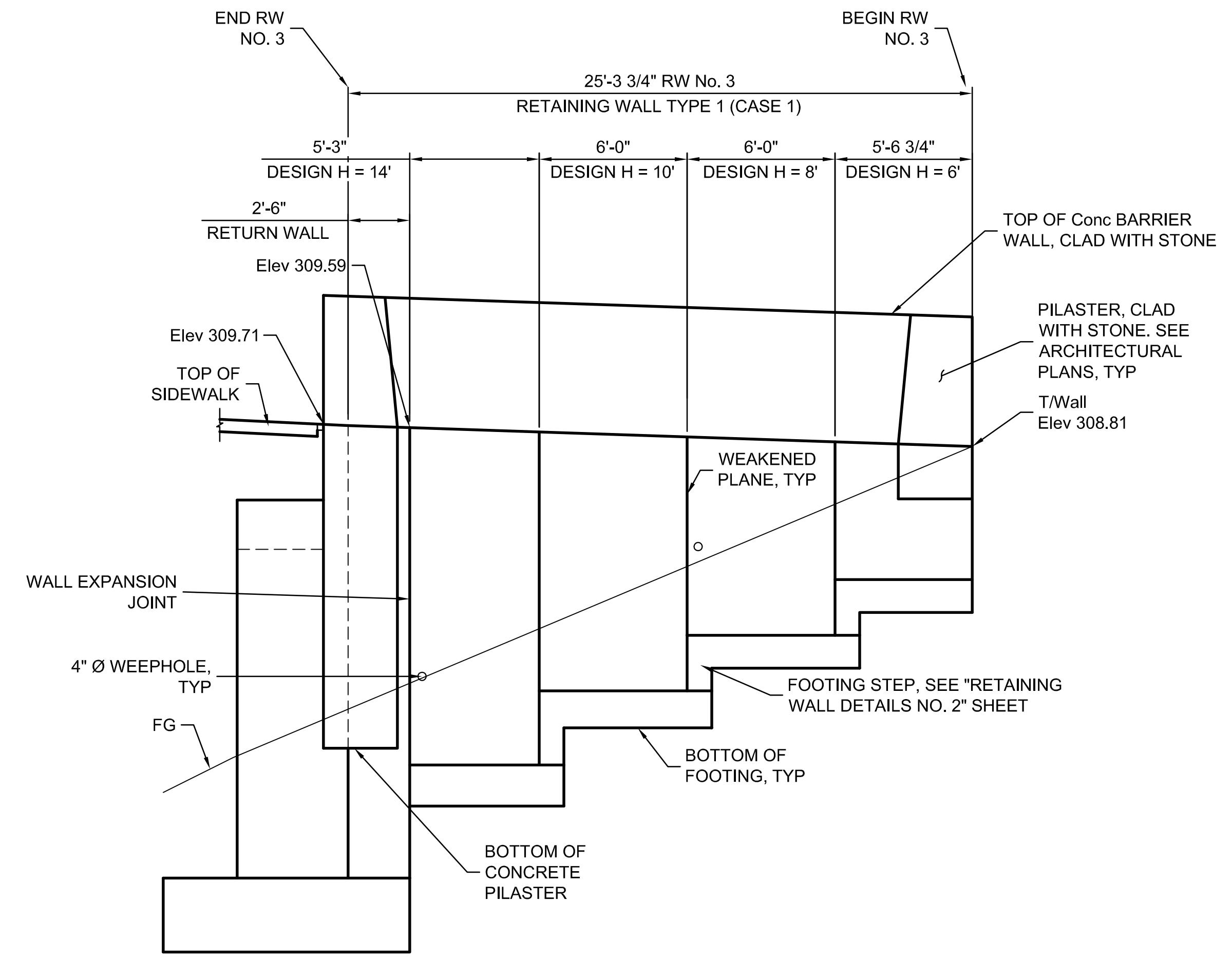
SHEET NO.: **S5**  
OF



DATUM ELEV = 290.00

**ELEVATION RW No. 1**

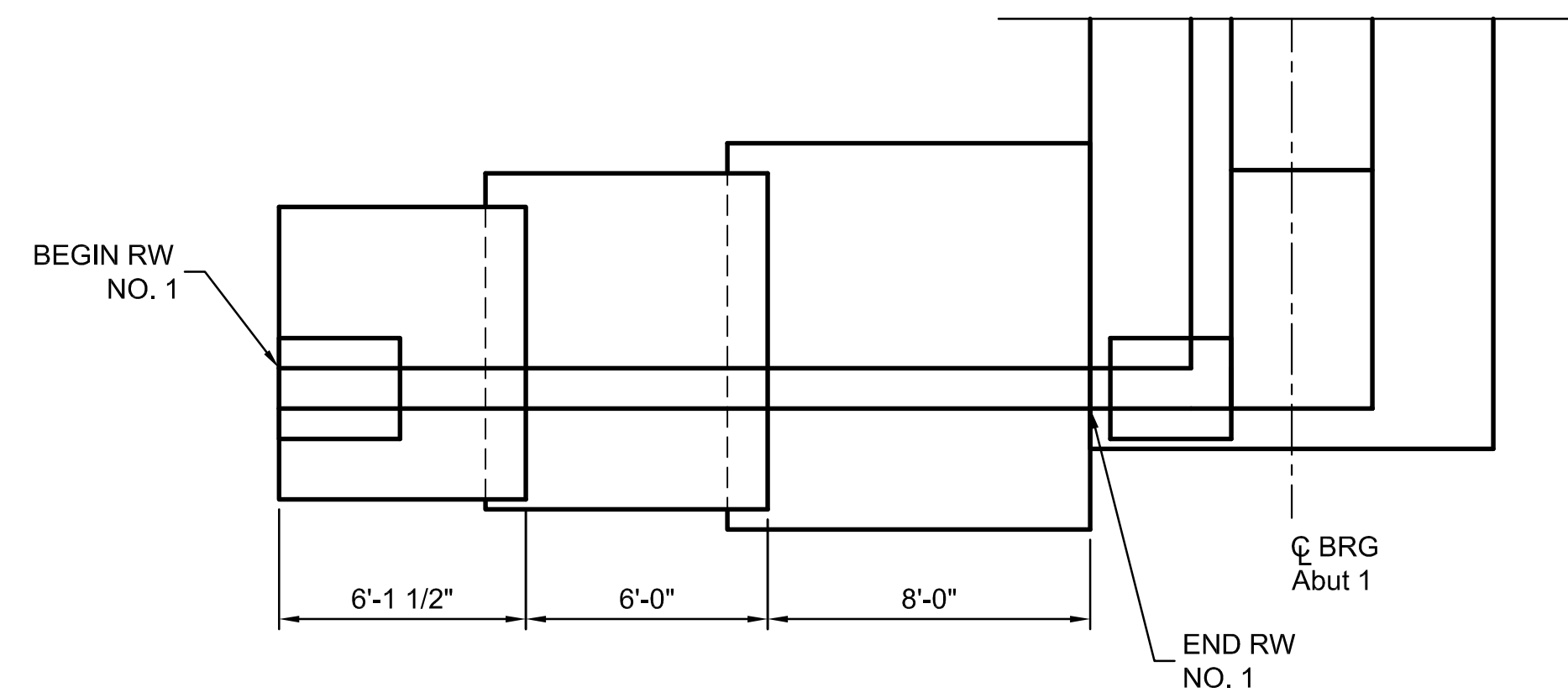
1/4" = 1'-0"



DATUM ELEV = 285.00

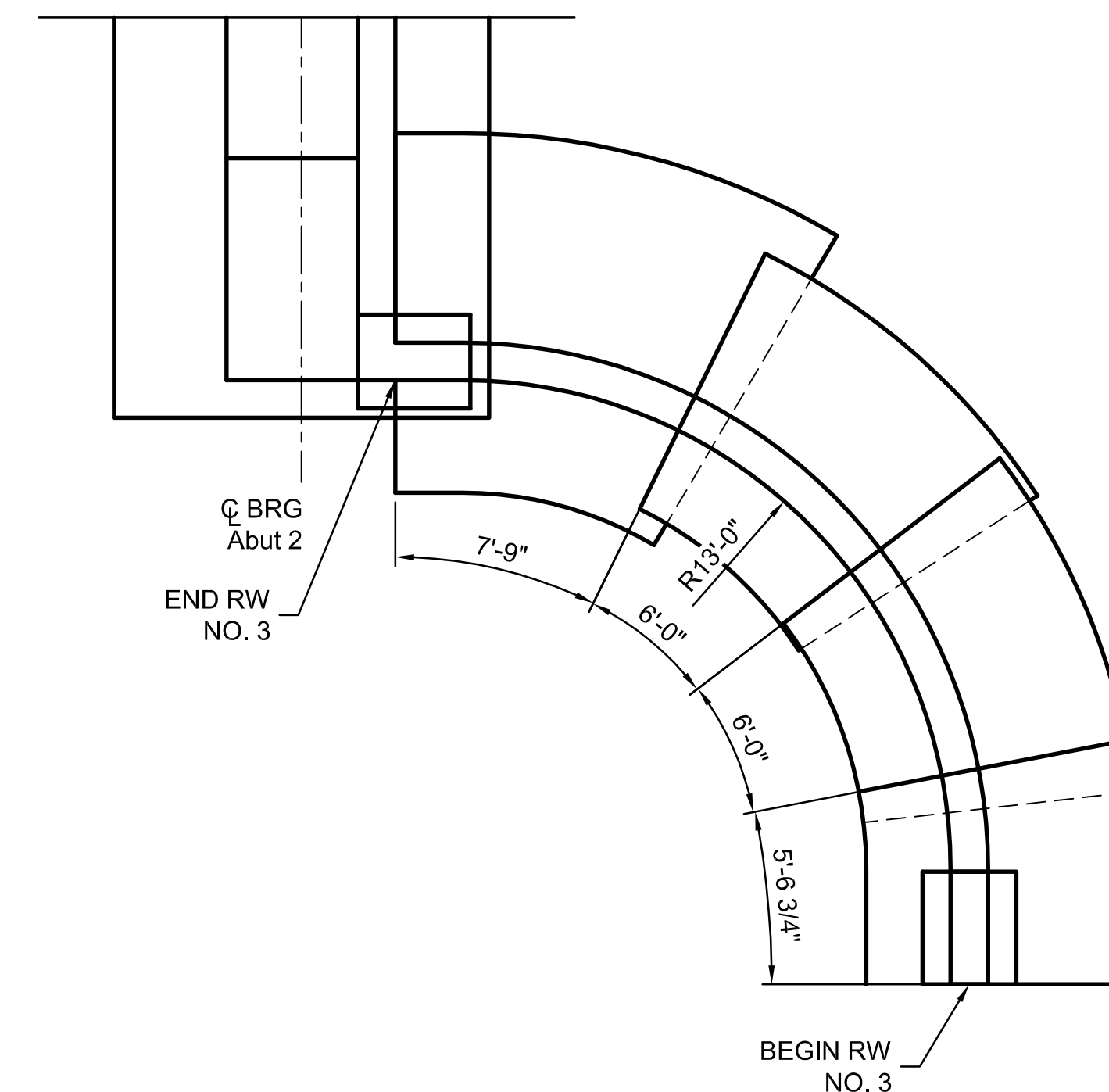
**DEVELOPED ELEVATION RW No. 3**

1/4" = 1'-0"



**Abut 1 Rt RETURN WALL AND RW No. 1**

1/4" = 1'-0"

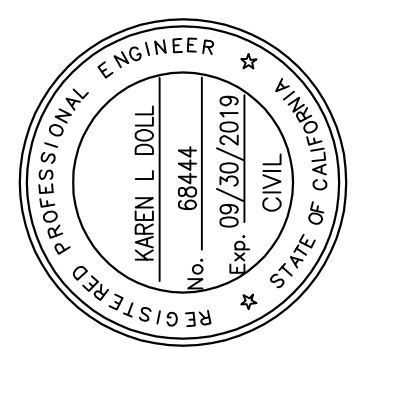


**Abut 2 Rt RETURN WALL AND RW No. 3**

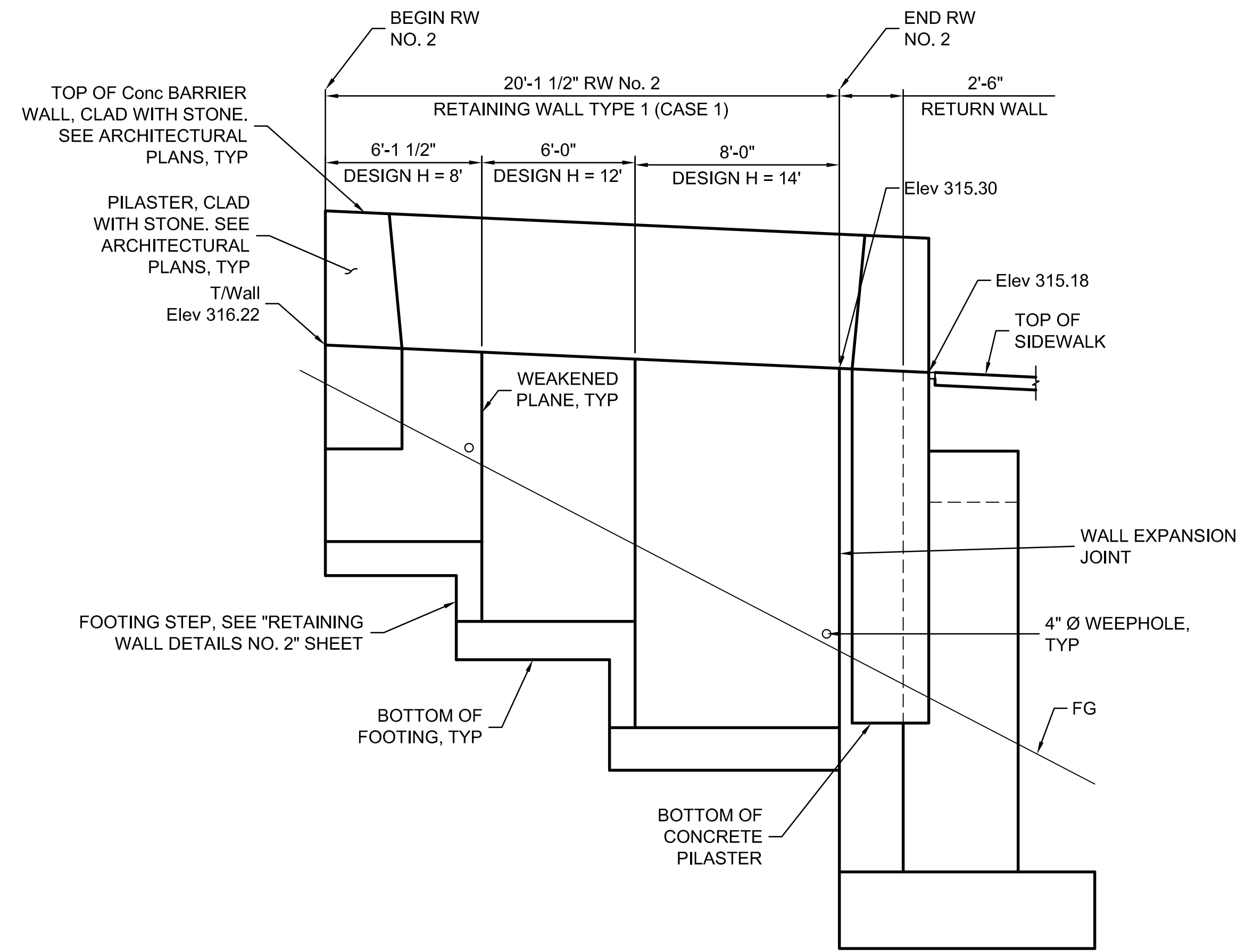
1/4" = 1'-0"

**NOTES:**

1. FOR WEAKENED PLANE AND WALL EXPANSION JOINT DETAILS, SEE RETAINING WALL DETAILS NO. 2" SHEET.
2. FOR RETAINING WALL TYPICAL SECTION, SEE "RETAINING WALL DETAILS NO.2" SHEET.

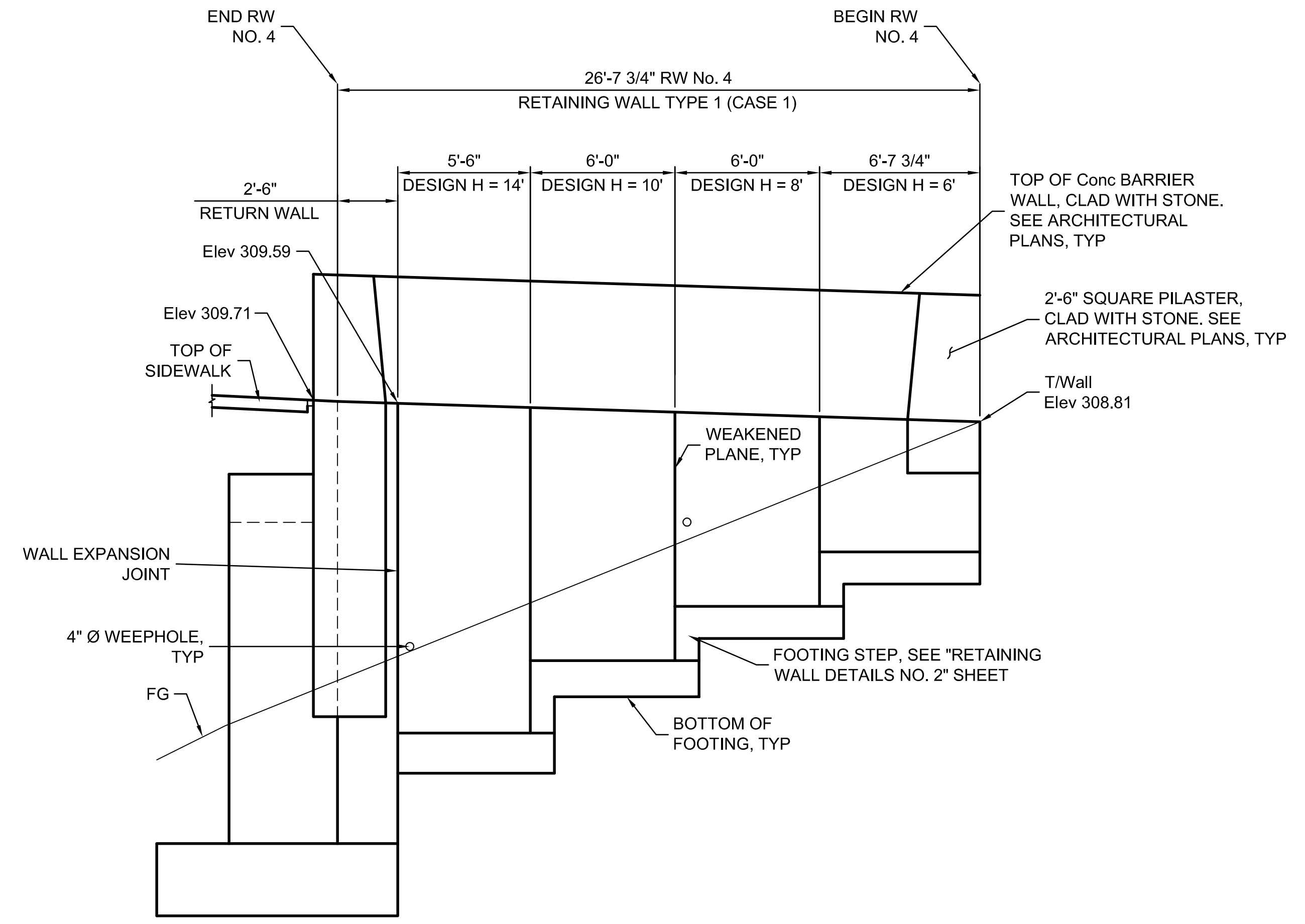


DATE:	SCALE:	DESIGN BY:	DRAWN BY:	CHECKED BY:	JOB NO.:
10/25/17	AS NOTED	KLD	KLD	KLD	



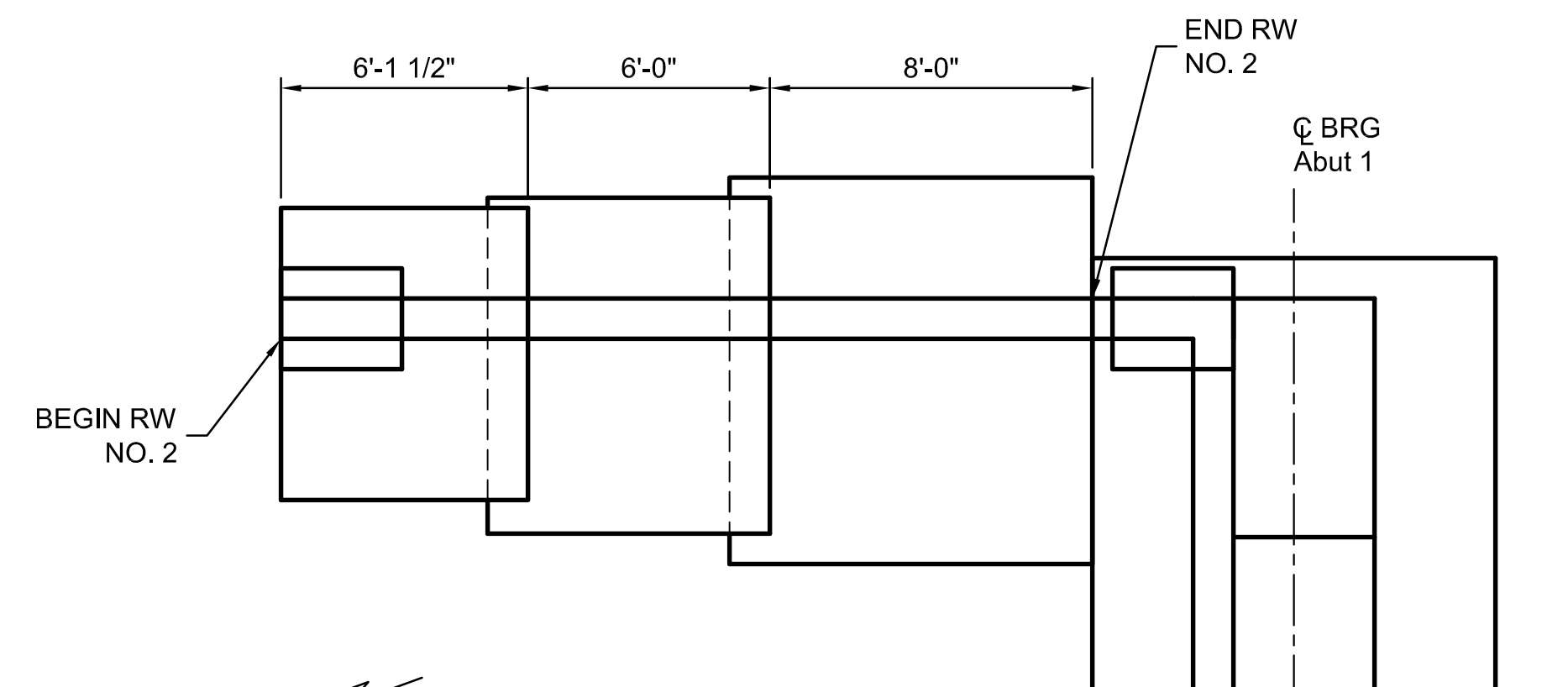
**MIRRORED ELEVATION RW No. 2**

1/4" = 1'-0"



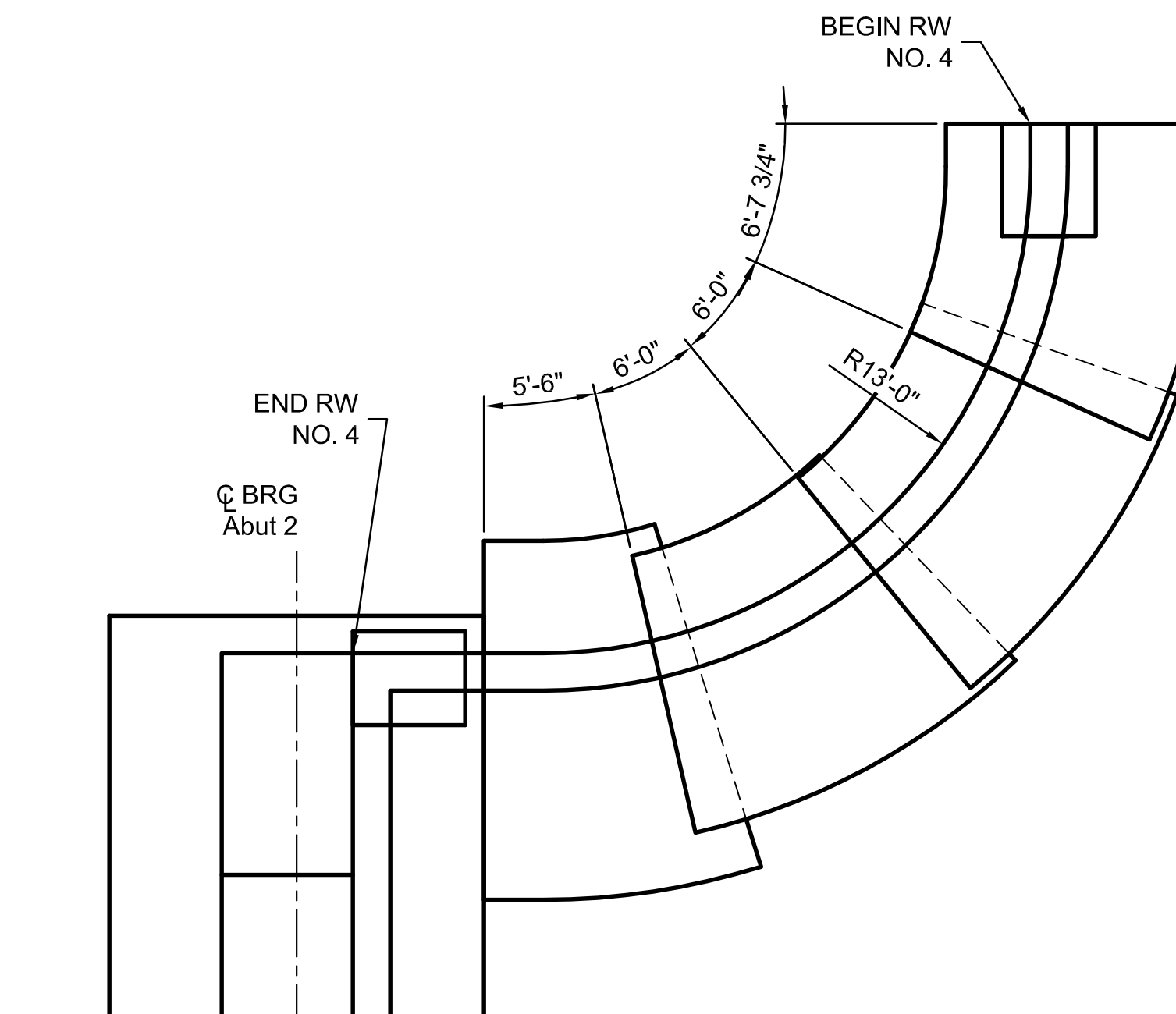
**MIRRORED DEVELOPED ELEVATION RW No. 4**

1/4" = 1'-0"



**Abut 1 Rt RETURN WALL AND RW No. 2**

1/4" = 1'-0"

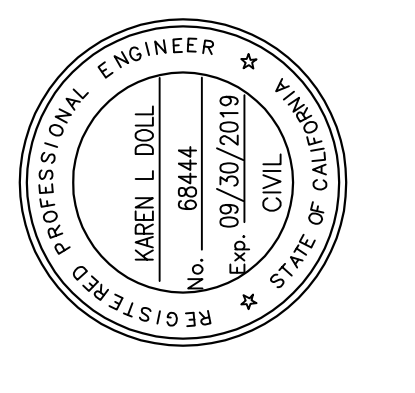


**Abut 2 Rt RETURN WALL AND RW No. 4**

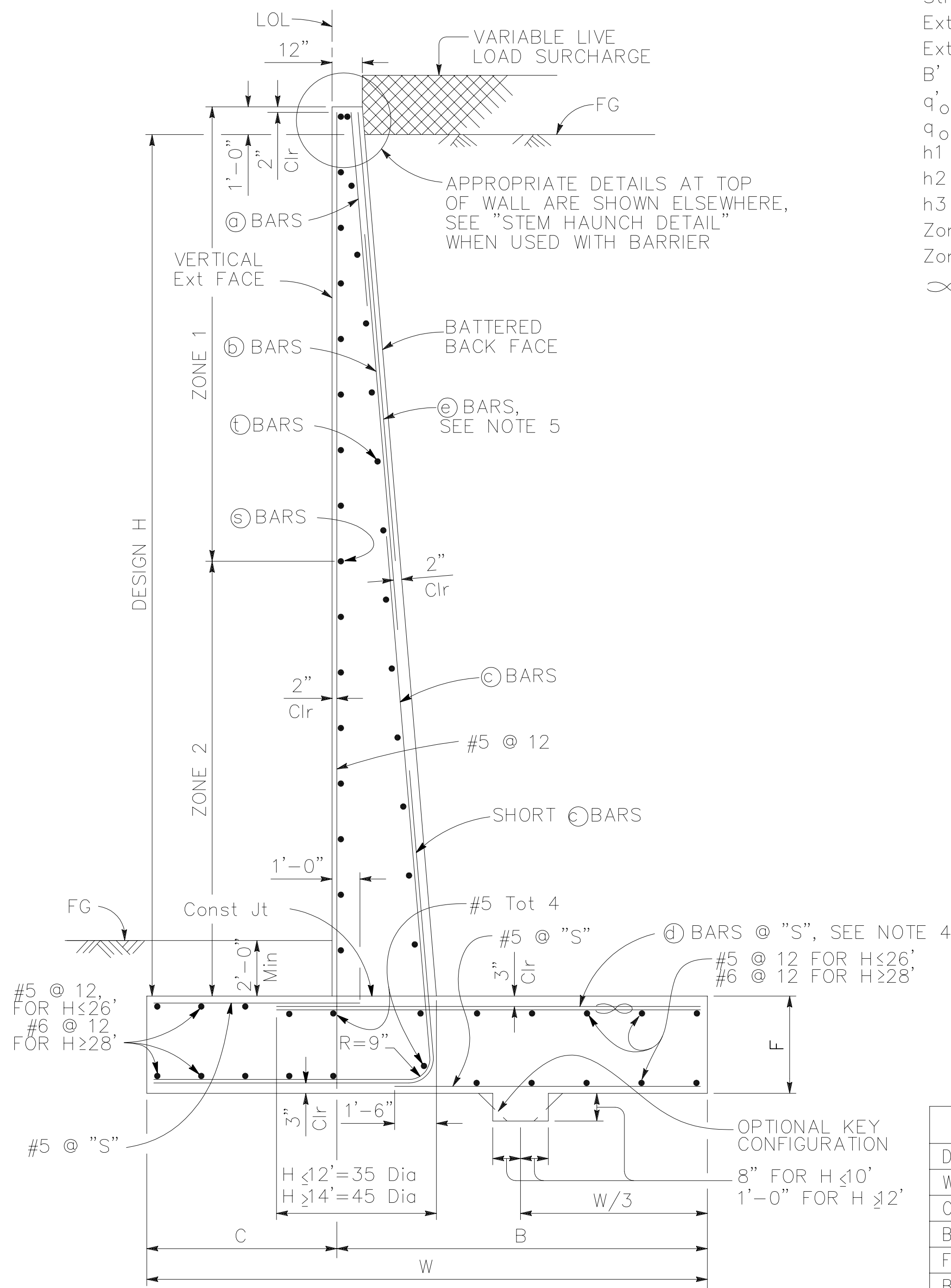
1/4" = 1'-0"

**NOTES:**

1. FOR WEAKENED PLANE AND WALL EXPANSION JOINT DETAILS, SEE RETAINING WALL DETAILS NO. 2" SHEET.
2. FOR RETAINING WALL TYPICAL SECTION, SEE "RETAINING WALL DETAILS NO.2" SHEET.



DATE:	10/25/17	DATE NO.:	AS NOTED	DESIGN BY:	KLD	DRAWN BY:	KLD	CHECKED BY:	KLD	JOB NO.:	REVISIONS



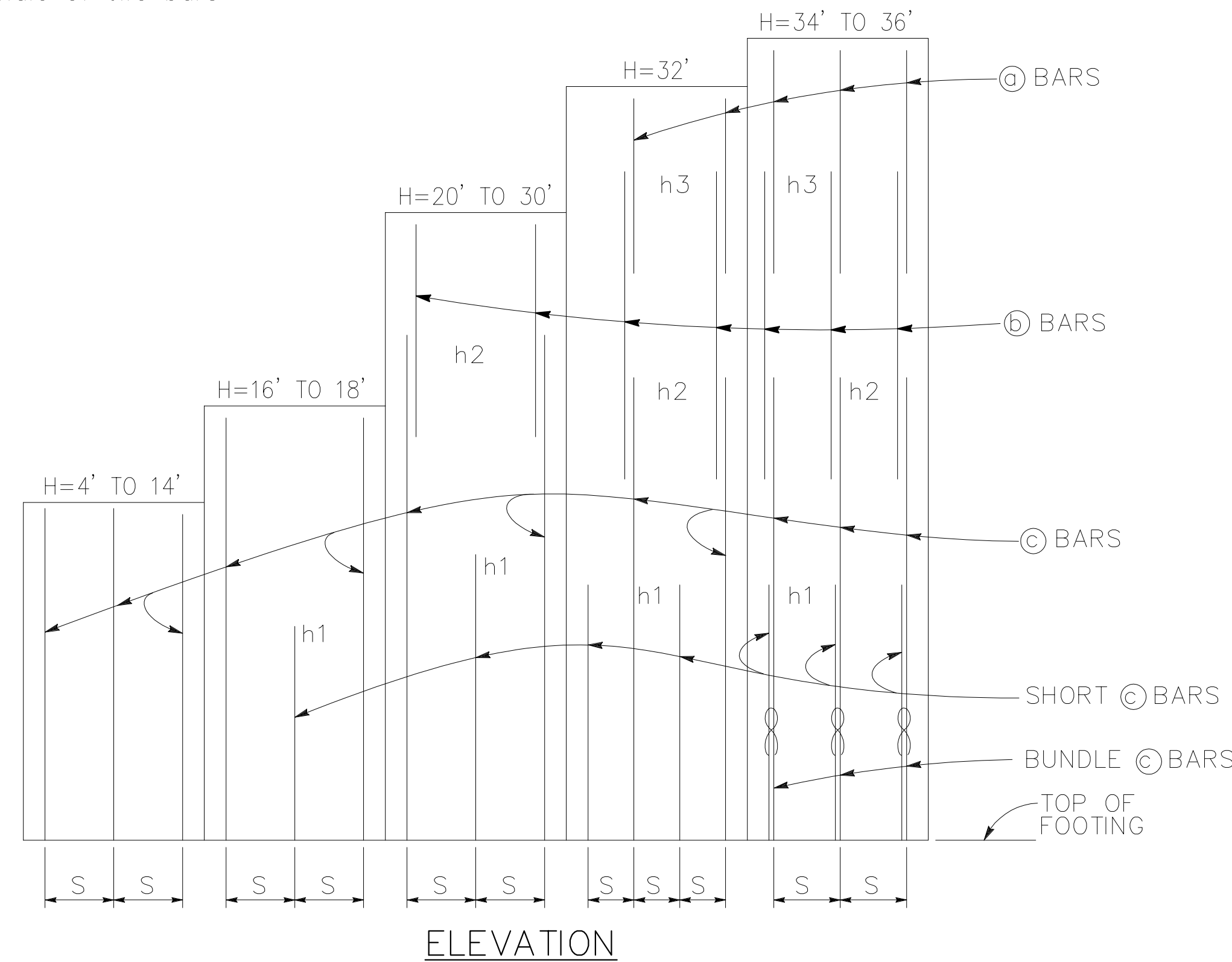
TYPICAL SECTION

NOTES:

- For details not shown and drainage notes see "RETAINING WALL DETAILS NO. 2" sheet
- At  $\textcircled{C}$  bars:  
 $H \leq 6'$ , no splices are allowed within 1'-8" above the top of footing.  
 $H > 6'$ , no splices are allowed within H/4 above the top of footing.
- Bundle  $\textcircled{D}$  bars for  $H = 34'$  &  $36'$ .
- Provide #6 @ 10" x 15'-0"  $\textcircled{E}$  bars over a distance of 8'-0" measured from all expansion joints, begin wall and end wall locations. For  $H \leq 14'$ , hook  $\textcircled{E}$  bar into footing and reduce bar length as needed to maintain Min Clr cover.

SYMBOLS:

- Ser - service limit state I
- Str - strength limit state I
- Ext I - extreme event limit state I
- Ext II - extreme event limit state II
- $B'$  - effective footing width (ft)
- $q'_o$  - net bearing stress (ksf), OG assumed to be FG at toe
- $q_o$  - gross uniform bearing stress (ksf)
- $h1$  = Top of footing to top of short  $\textcircled{C}$  bar
- $h2$  = Top of footing to top of  $\textcircled{C}$  bar
- $h3$  = Top of footing to top of  $\textcircled{D}$  bar
- Zone 1 = Top half of stem height
- Zone 2 = Bottom half of stem height
- $\infty$  - Bundle of two bars



ELEVATION

TABLE OF REINFORCING STEEL, DIMENSIONS AND DATA

DESIGN H	4'	6'	8'	10'	12'	14'	16'	18'	20'	22'	24'	26'	28'	30'	32'	34'	36'
W	6'-10"	7'-0"	7'-3"	7'-7"	8'-4"	9'-7"	10'-9"	12'-0"	13'-3"	14'-6"	15'-9"	17'-1"	18'-5"	19'-10"	21'-2"	22'-7"	24'-0"
C	2'-2"	2'-3"	2'-3"	2'-4"	2'-6"	3'-0"	3'-6"	4'-0"	4'-6"	5'-0"	5'-5"	6'-0"	6'-6"	7'-2"	7'-8"	8'-2"	9'-0"
B	4'-8"	4'-9"	5'-0"	5'-3"	5'-10"	6'-7"	7'-3"	8'-0"	8'-9"	9'-6"	10'-4"	11'-1"	11'-11"	12'-8"	13'-6"	14'-5"	15'-0"
F	1'-4"	1'-4"	1'-4"	1'-4"	1'-6"	1'-8"	1'-8"	1'-9"	1'-9"	1'-11"	2'-2"	2'-5"	2'-10"	3'-3"	3'-6"	4'-0"	4'-3"
BATTER	1/2: 12	1/2: 12	1/2: 12	1/2: 12	1/2: 12	1/2: 12	1/2: 12	1/2: 12	1/2: 12	1/2: 12	5/8: 12	5/8: 12	3/4: 12	7/8: 12	1 : 12	1 : 12	1 : 12
SPACING "S"	9"	9"	9"	9"	9"	7"	6"	5"	6"	6"	6"	6"	6"	6"	6"	10"	8"
$\textcircled{A}$ BARS	-	-	-	-	-	-	-	-	-	-	-	-	-	-	#7	#7	#6
$\textcircled{B}$ BARS	-	-	-	-	-	-	-	-	#7	#7	#7	#7	#7	#7	#9	#9	#8
$\textcircled{C}$ BARS	#6	#6	#6	#6	#6	#6	#7	#7	#8	#9	#9	#10	#10	#10	#11	#11	#11
$\textcircled{D}$ BARS	#5	#5	#6	#6	#6	#6	#9	#8	#8	#9	#9	#10	#10	#10	#11	#11	#11
$h1$	-	-	-	-	-	-	5'-9"	5'-10"	8'-0"	9'-0"	10'-1"	11'-0"	12'-1"	13'-0"	13'-0"	12'-7"	11'-6"
$h2$	-	-	-	-	-	-	-	-	10'-5"	13'-0"	14'-7"	17'-6"	19'-0"	20'-5"	19'-0"	18'-0"	20'-2"
$h3$	-	-	-	-	-	-	-	-	-	-	-	-	-	-	21'-2"	21'-10"	24'-0"
ZONE 1 $\textcircled{S}$ BARS	#5 @ 18	#5 @ 18	#5 @ 18	#5 @ 18	#5 @ 18	#5 @ 18	#5 @ 18	#5 @ 18	#5 @ 18	#5 @ 18	#5 @ 12	#5 @ 12	#5 @ 12	#5 @ 12	#5 @ 12	#5 @ 12	#5 @ 12
ZONE 2 $\textcircled{S}$ BARS	#5 @ 18	#5 @ 18	#5 @ 18	#5 @ 18	#5 @ 18	#5 @ 18	#5 @ 12	#5 @ 12	#5 @ 12	#5 @ 12	#5 @ 12	#5 @ 12	#6 @ 12	#6 @ 12	#6 @ 12	#7 @ 12	#7 @ 12
ZONE 1 $\textcircled{T}$ BARS	#4 @ 18	#4 @ 18	#4 @ 18	#4 @ 18	#4 @ 18	#4 @ 18	#4 @ 18	#4 @ 18	#4 @ 18	#4 @ 18	#4 @ 12	#4 @ 12	#4 @ 12	#4 @ 12	#4 @ 12	#4 @ 12	#4 @ 12
ZONE 2 $\textcircled{T}$ BARS	#4 @ 18	#4 @ 18	#4 @ 18	#4 @ 18	#4 @ 18	#4 @ 18	#4 @ 18	#4 @ 18	#4 @ 18	#4 @ 12	#4 @ 12	#4 @ 12	#4 @ 12	#4 @ 12	#5 @ 12	#5 @ 12	#5 @ 12
Ser: $B', q'_o$	6.8, 0.7	6.5, 1.0	6.2, 1.3	6.0, 1.6	6.3, 2.0	7.5, 2.1	8.6, 2.2	9.8, 2.3	11.0, 2.4	12.1, 2.5	13.2, 2.8	14.4, 2.9	15.5, 3.1	16.8, 3.3	18.0, 3.5	19.2, 3.7	20.6, 3.7
Str: $B', q_o$	6.6, 1.6	5.0, 1.8	3.6, 2.3	3.0, 3.3	3.2, 4.0	4.3, 3.8	5.3, 3.7	6.4, 3.7	7.4, 3.8	8.2, 4.1	9.0, 4.4	9.9, 4.6	10.7, 4.9	11.7, 5.2	12.6, 5.4	13.6, 5.8	14.6, 5.9
Ext I: $B', q_o$	5.2, 1.1	4.7, 1.5	3.9, 2.2	3.1, 3.4	2.8, 4.8	3.2, 5.3	3.6, 5.7	4.1, 6.1	4.6, 6.4	5.0, 6.9	5.3, 7.6	5.8, 8.1	6.1, 8.9	6.7, 9.4	7.1, 10.0	7.5, 10.7	8.2, 10.9
Ext II: $B', q_o$	2.6, 2.2	2.7, 2.6	2.8, 3.1	2.9, 3.6	3.7, 3.6	5.2, 3.3	6.7, 3.1	8.3, 3.0	9.8, 3.0	11.2, 3.1	12.5, 3.2	13.9, 3.4	15.2, 3.6	16.7, 3.8	18.0, 4.0	19.3, 4.2	20.8, 4.3

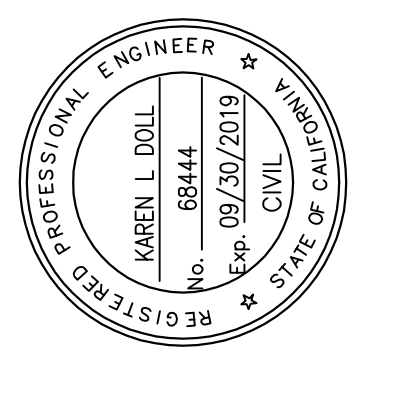
DESIGN NOTES:

- DESIGN: AASHTO LRFD Bridge Design Specifications, 4th Edition with California Amendments
- LS: Varied surcharge on level ground surface
- DC: Stem Architectural Treatment of thickness up to 6" of concrete (75 psf) considered
- CT: 54 kip transverse force applied at  $H_e = 32'$ , distributed over 10 feet at the top of wall and 1 : 1 distribution down and outward. Distribution below footing taken no less than 40'.
- SEISMIC:  $k_h = 0.2, k_v = 0.0$
- SOIL:  $\phi = 34', \gamma = 120$  pcf
- REINFORCED CONCRETE:  $f'_c = 3,600$  psi  
 $f_y = 60,000$  psi
- LOAD COMBINATIONS AND LIMIT STATES:  
 Service I  $Q = 1.00DC + 1.00EV + 1.00EH + 1.00LS$   
 Strength I  $Q = \alpha DC + \beta EV + \eta EH + 1.75LS$   
 Extreme I  $Q = 1.00DC + 1.00EV + 1.00EH + 1.00EQD + 1.00EQE$   
 Extreme II  $Q = 1.00DC + 1.00EV + 1.00EH + 1.00CT$
- Where:  
 Q: Force Effects  
 $\alpha$ : 1.25 or 0.90, Whichever Controls Design  
 $\beta$ : 1.35 or 1.00, Whichever Controls Design  
 $\eta$ : 1.50 or 0.90, Whichever Controls Design  
 DC: Dead Load of Structure Components  
 EH: Horizontal Earth Fill Pressure  
 EV: Vertical Earth Pressure from Earth Fill Weight  
 LS: Live Load Surcharge  
 EQE: Seismic Earth Pressure  
 EQD: Soil and Structural and Nonstructural Components Inertia  
 CT: Vehicular Collision Force

STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION

RETAINING WALL TYPE 1 (CASE 1)

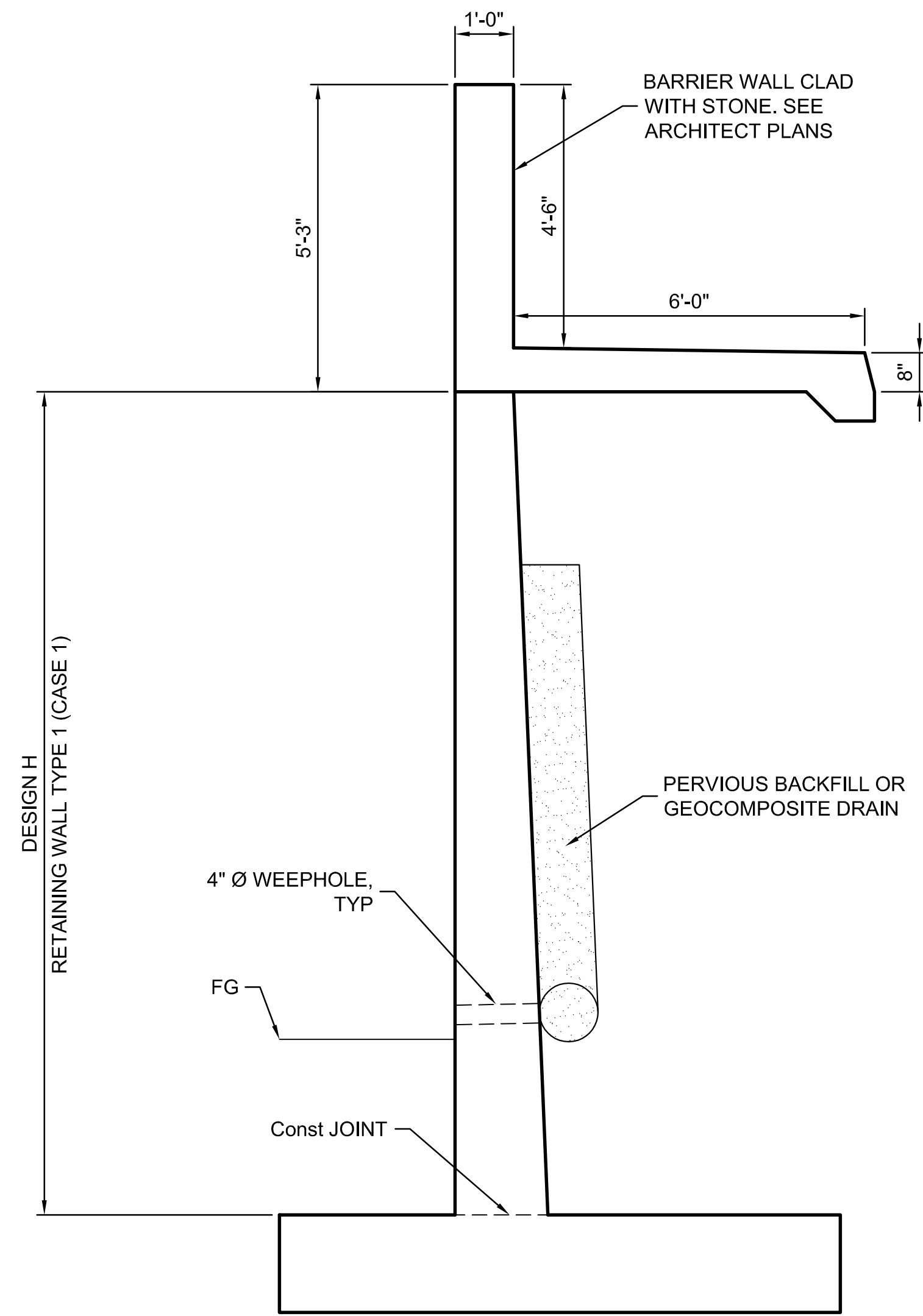
CREATIVE STRUCTURAL SOLUTIONS  
**SPECS**  
 1106 2ND ST. #638 ENCINITAS, CA 92024  
 PH: (858) 796-1890



OAK KNOLL  
RETAINING WALL DETAILS NO. 1

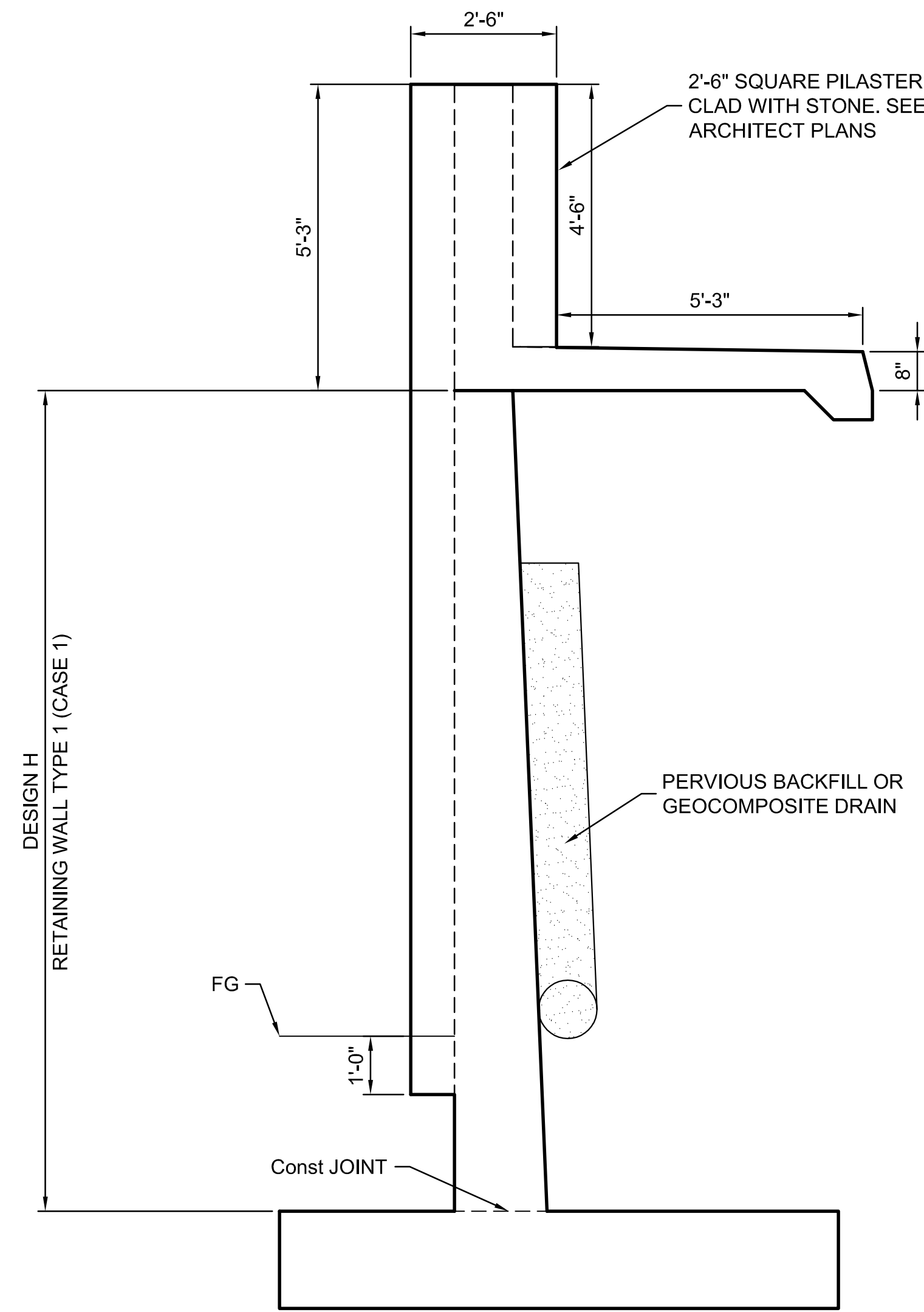
DATE:	10/25/17	DATE NO.:	
SCALE:	AS NOTED	DESIGN BY:	KLD
DESIGN BY:	KLD	DRAWN BY:	KLD
CHECKED BY:	KLD	JOB NO.:	S8
REVISIONS:			

DATE: 10/25/17  
 PREPARED BY: KAREN L. DOLL  
 SEAL: KAREN L. DOLL, No. 68444, Exp. 09/30/2019, State of California  
 CITY OF OAKLAND, ALAMEDA COUNTY, CALIFORNIA



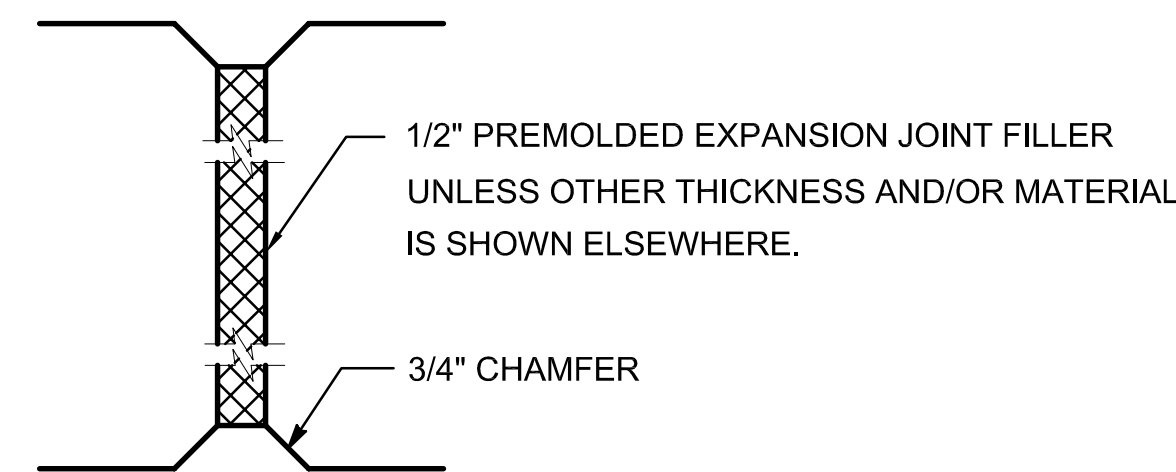
**RETAINING WALL TYPICAL SECTION**

1/2" = 1'-0"



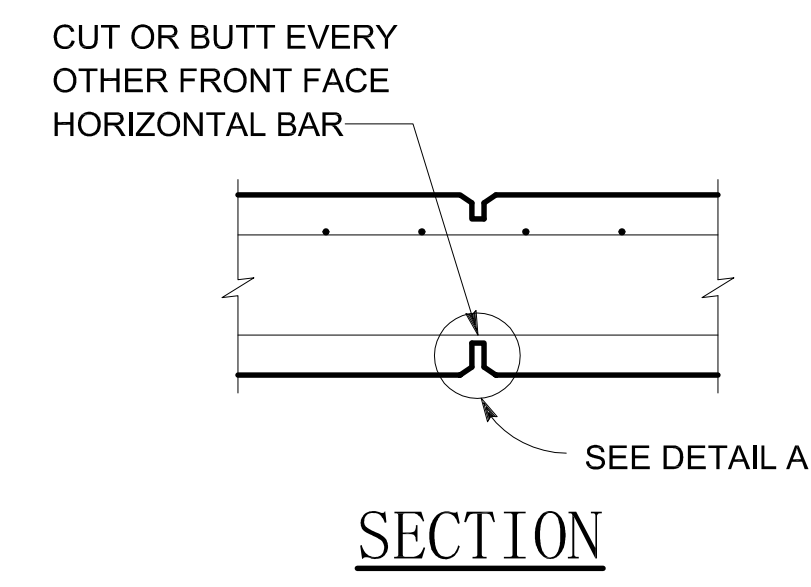
**RETAINING WALL TYPICAL SECTION (@ PILASTER)**

1/2" = 1'-0"



**WALL EXPANSION JOINT**

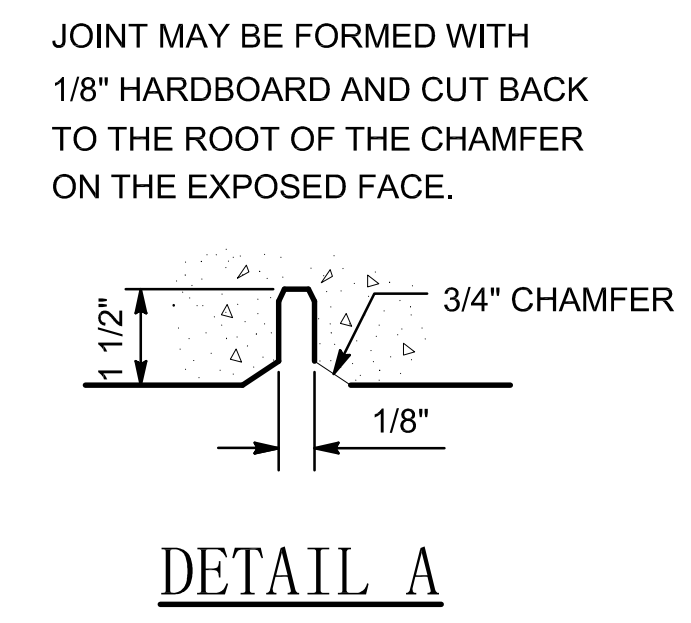
NOT TO SCALE



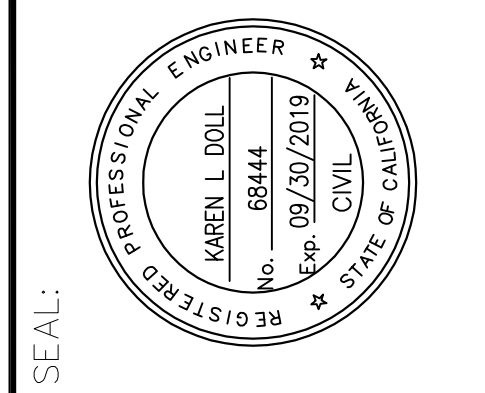
**SECTION**

**WEAKENED PLANES**

NOT TO SCALE



**DETAIL A**



DATE:	10/25/17	DATE NO.:	REVISIONS:
SCALE:	AS NOTED		
DESIGN BY:	KLD		
DRAWN BY:	KLD		
CHECKED BY:	KLD		
JOB NO.:			



**GENERAL NOTES**

- 1) BIG R BRIDGE IS AISC QUALITY CERTIFIED BRIDGE FABRICATION – INTERMEDIATE (MAJOR) WITH A FRACTURE CRITICAL AND SOPHISTICATED PAINT ENDORSEMENT, AND CWB CERTIFIED TO CSA STANDARD W47.1 DIVISION 2.
- 2) DESIGN IS IN ACCORDANCE WITH THE "LRFD BRIDGE DESIGN SPECIFICATION" 7th EDITION WITH 2015 & 2016 INTERIM REVISIONS BY AASHTO AND THE CALTRANS DESIGN MANUAL. OTHER REFERENCE SPECIFICATIONS INCLUDE THE "LRFD GUIDE SPECIFICATIONS FOR DESIGN OF PEDESTRIAN BRIDGES" BY AASHTO (2009) AND THE "STEEL CONSTRUCTION MANUAL" BY AISC. 14th EDITION.
- 3) MATERIALS (UNLESS NOTED OTHERWISE):
  - a) STRUCTURAL STEEL: ASTM A709 GRADE 50W
    - i) ITEMS DESIGNATED WITH "T" REQUIRED ZONE 2 CVN TESTING (15 FT-LB AT 40°F)
  - b) HSS SECTIONS: ASTM A847 WEATHERING STEEL  $F_y = 50$  ksi MIN.
  - c) STRUCTURAL BOLTS: ASTM A325 TYPE 3
- 4) DESIGN LOADINGS:
  - a) BRIDGE DEAD LOAD
  - b) UNIFORM PEDESTRIAN LIVE LOAD OF 75 PSF ON THE 6 FEET CANTILEVERED WALKWAY ON EACH SIDE OF TRUSS.
  - c) VEHICLE LIVE LOAD
    - i) HL-93 TRUCK & LANE LOAD
    - ii) HL-93 TANDEM & LANE LOAD
    - iii) ONE LANE CALTRANS P15 PERMIT TRUCK
  - d) WIND LOAD FROM 90 MPH WIND AT A MAX HEIGHT OF 32.8' ABOVE GRADE.
  - e) MAXIMUM UTILITY LOAD OF 325 PLF
  - f) SEISMIC LOADING PER CALTRANS SEISMIC DESIGN CRITERIA, VERSION 1.7 AND CALTRANS ARS ONLINE TOOL:  
 SOIL TYPE: D  
 LATITUDE = 37.7686  
 LONGITUDE = -122.1493  
 PERIOD OF BRIDGE,  $T_m = 0.6069$  SEC
- 5) BRIDGE TO BE BUILT TO THE REQUIREMENTS OF AWS D1.5
- 6) ALL SHOP WELDING SHALL USE THE GAS METAL ARC WELDING OR FLUX CORED ARC WELDING PROCESS.
- 7) FINISH:  
 ALL EXPOSED SURFACES OF STEEL SHALL BE CLEANED IN ACCORDANCE WITH STEEL STRUCTURES PAINTING COUNCIL SURFACE PREPARATION SPECIFICATIONS NO. 6 COMMERCIAL BLAST CLEANING, SSPC-SP6 –LATEST EDITION. EXPOSED SURFACES SHALL BE DEFINED AS THOSE SEEN FROM THE DECK OR FROM THE OUTSIDE OF THE STRUCTURE.
- 8) ALL BOLTS AND NUTS SHALL BE FURNISHED IN THE AMOUNT OF 5% IN EXCESS OF THE NUMBER REQUIRED FOR EACH SIZE AND LENGTH.
- 9) IF BOLTS DO NOT SMOOTHLY ENGAGE UP TO SNUG-TIGHT, THERE MAY BE AN OBSTRUCTION WITHIN THE THREADS. THE BOLT SHOULD BE REMOVED, THE THREADS ON THE BOLT AND NUT CLEANED AND RETAPPED IF NECESSARY TO ALLOW SMOOTH INSTALLATION OF THE BOLT. (IF APPLICABLE)
- 10) ALL BOLTED CONNECTIONS ARE CONSIDERED TO BE PRETENSIONED OR SLIP-CRITICAL CONNECTIONS. ALL BOLTS ARE TO BE PRETENSIONED PER THE REQUIREMENTS OF SECTION 8.2 OF THE SPECIFICATION FOR STRUCTURAL JOINTS USING HIGH-STRENGTH BOLTS BY RCSC.
- 11) ALL FAYING SURFACES SHALL BE PREPARED TO MEET A CLASS A SURFACE CONDITION UNLESS OTHERWISE NOTED.
- 12) MAINTENANCE NOTE: DO NOT APPLY DE-ICING OR DUST PROHIBITIVE CHEMICALS OR SALTS TO ANY PART OF THE BRIDGE STRUCTURE.
- 13) SHOP SPLICES:
  - a) ALL TOP AND BOTTOM CHORD SHOP SPLICES TO BE COMPLETE PENETRATION TYPE WELDS.
  - b) ALL HORIZONTAL RAIL COMPONENT JOINTS TO BE AT THE CENTERLINE OF RAIL POSTS, EACH END WELDED TO THE RAIL POST AND SEAL WELDED TOGETHER. SEAL WELD TO BE GROUND SMOOTH AND VISUAL INSPECTION ONLY REQUIRED.
- 14) CERTIFIED MILL TEST REPORTS, INCLUDING REQUIRED CVN IMPACT TEST RESULTS, WILL BE SUBMITTED UPON MATERIAL ACQUISITION.

**CONCRETE NOTES**

- 1) BIG R BRIDGE IS RESPONSIBLE FOR THE STRUCTURAL DESIGN OF THE CONCRETE DECK. ALL ISSUES RELATED TO MATERIAL SUPPLY, TESTING AND INSTALLATION ARE OUTSIDE OF BIG R BRIDGE'S RESPONSIBILITY.
- 2) CONCRETE MIX DESIGN, MATERIALS, MIXING, PLACEMENT, FINISHING AND TESTING SHALL BE IN ACCORDANCE WITH THE PROJECT CONTRACT DOCUMENTS. IF THESE ITEMS ARE NOT COVERED IN THE PROJECT CONTRACT DOCUMENTS THE REQUIREMENTS OF SECTION 552 OF FEDERAL HIGHWAY ADMINISTRATION STANDARD SPECIFICATIONS FOR CONSTRUCTION OF ROADS AND BRIDGES ON FEDERAL HIGHWAY PROJECTS (FP-14) SHALL BE USED. FP-14 CAN BE VIEWED OR DOWNLOADED AT: <http://fh.fhwa.dot.gov/business/resources/specs/>
- 3) MINIMUM MATERIAL REQUIREMENTS:
  - a) CONCRETE:  $f'_c = 4000$  psi AT 28 DAY  
 AIR CONTENT OF 5% +/- 1%  
 UNIT WEIGHT OF 145 PCF MAX
  - b) REINFORCING: ASTM A615 OR AASHTO M31 GRADE 60
- 4) THE USE OF EPOXY COATED REBAR, GALVANIZED REBAR, DECK SEALERS OR ANY OTHER FORM OF PROTECTION OF THE REBAR SHALL BE DONE AS NEEDED FOR LOCAL CONDITIONS OR AS REQUIRED PER THE PROJECT CONTRACT DOCUMENTS AND IS NOT THE RESPONSIBILITY OF BIG R BRIDGE.
- 5) THE CONTRACTOR MUST EXERCISE CARE TO CONTROL TRAFFIC AND STORAGE OF MATERIALS ON THE FORM DECK BEFORE CONCRETE IS PLACED.
- 6) LONGITUDINAL BARS MAY BE SPLICED IF REQUIRED. SPLICES SHALL BE STAGGERED EVERY OTHER LONGITUDINAL BAR. REQUIRED SPLICE LENGTHS ARE AS FOLLOWS:

BAR SIZE	NORMAL WEIGHT CONCRETE (145 PCF)	LIGHT WEIGHT CONCRETE (120 PCF)
#4	31"	35"
#5	39"	44"
#6	46"	53"
#7	58"	66"
#8	76"	86"
#9	96"	108"

C:\Users\teleong\Desktop\BR16-01365-CO-1.dwg

REV	STATUS	BY	DATE
-	ISSUED FOR APPROVAL	EL	10/20/2017

**PROPRIETARY AND CONFIDENTIAL**  
 THIS DRAWING IS THE SOLE PROPERTY OF BIG R MANUFACTURING, LLC. AND CONTAINS PROPRIETARY INFORMATION FOR USE WITH THIS PROJECT ONLY. ANY REPRODUCTION IN PART OR AS A WHOLE WITHOUT WRITTEN PERMISSION IS STRICTLY PROHIBITED.



P.O. Box 1290 • Greeley, Colorado 80632-1290  
 (970) 356-9600 • Fax:(970) 356-9621 • [www.bigrbridge.com](http://www.bigrbridge.com)

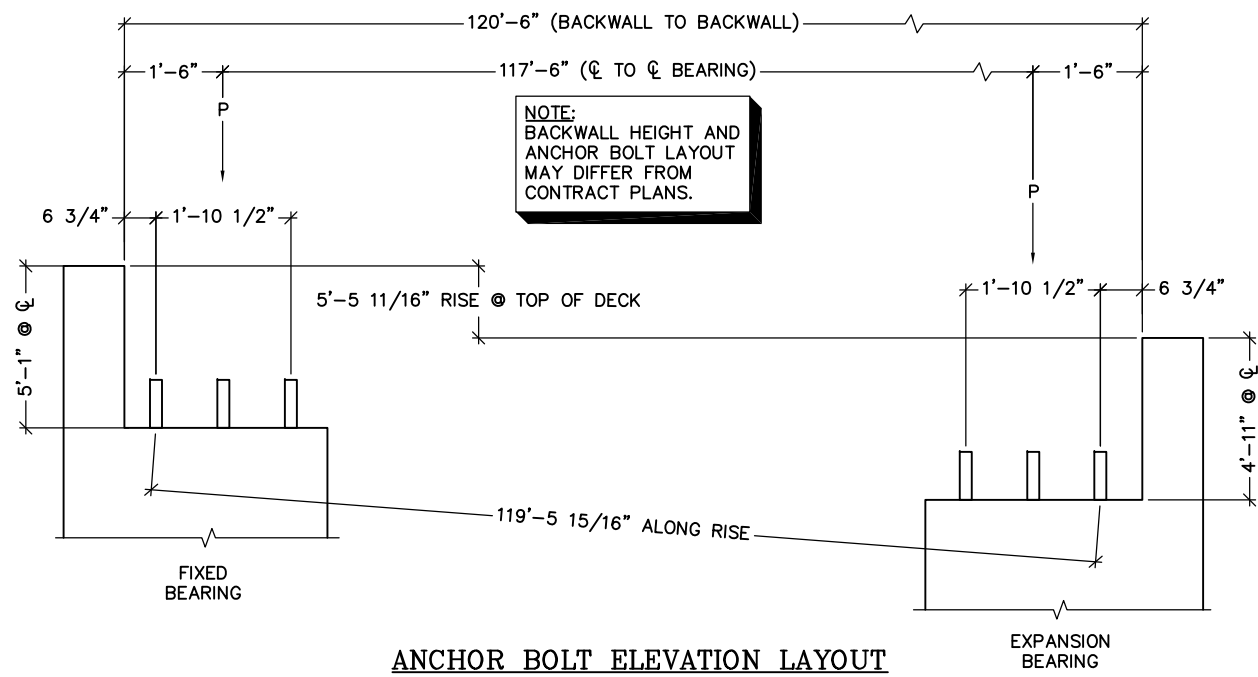
**120'-0" x 28'-0"**  
**OAK KNOLL VEHICULAR BRIDGE**  
 OAK KNOLL, CA  
 SPECS

**60%  
 REVIEW  
 DRAWINGS  
 NOT FOR  
 CONSTRUCTION**

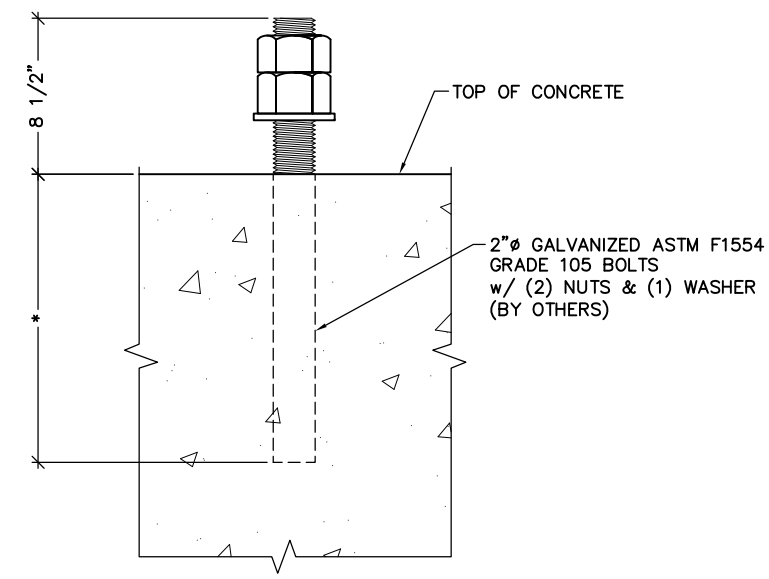
PAAC 8-5-19 Item IVa. OakKnoll-Tomb

BR16-01365/1

DESIGN BY ENL
DRAWN BY RDH
CHECKED BY ENL
SHEET NO.

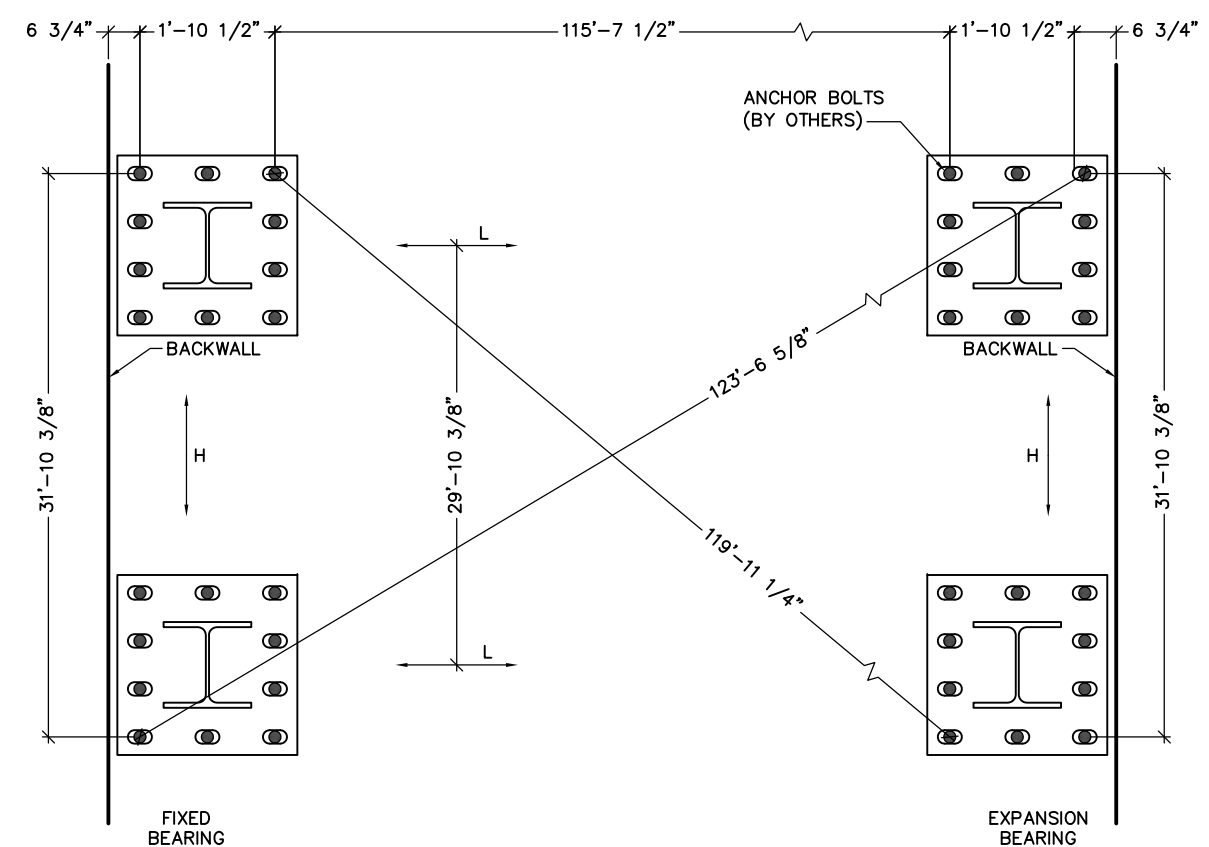


**ANCHOR BOLT ELEVATION LAYOUT**



**ANCHOR BOLT DETAIL**

**\*NOTE:**  
 ANCHOR BOLTS ARE DESIGNED BY BIG R BRIDGE FOR STEEL STRENGTH IN SHEAR AND TENSION OF THE ANCHOR BOLT ONLY. ALL DESIGN CONSIDERATIONS REGARDING CONCRETE BREAKOUT STRENGTH IN SHEAR AND TENSION, PULLOUT STRENGTH, CONCRETE SIDE-FACE BLOWOUT STRENGTH, CONCRETE PRYOUT STRENGTH, EMBEDMENT DEPTH, TYPE OF ANCHORAGE OR ANY OTHER CONCRETE FAILURE MODES ARE NOT CONSIDERED AND ARE NOT THE RESPONSIBILITY OF BIG R BRIDGE. IF LARGER DIAMETER BOLTS ARE REQUIRED TO MEET ANY OF THESE REQUIREMENTS, THAT INFORMATION MUST BE PROVIDED TO BIG R BRIDGE PRIOR TO BEGINNING ANY FABRICATION ON THE BRIDGE.



**ANCHOR BOLT PLAN LAYOUT**

BRIDGE REACTIONS	P (LBS)	H (LBS)	L (LBS)
DEAD (DC)	230,800		
DEAD (DW)	9,800		
PEDESTRIAN (PL)	28,200		
VEHICLE (HL-93 LANE)	47,000		
VEHICLE (HL-93 TRUCK+IM)	108,100		
VEHICLE (HL-93 TANDEM+IM)	80,000		
VEHICLE (P15 PERMIT)	209,900		
HORIZONTAL WIND (WS <sub>H</sub> )	±11,500	51,300	
VERTICAL WIND (WS <sub>V</sub> )	-25,500		
SEISMIC (EQ)		849,500	849,500
THERMAL			27,000

"P": FOUR PER BRIDGE  
 "H": TWO PER BRIDGE (ONE PER ABUTMENT)  
 "L": FOUR PER BRIDGE

REV	STATUS	BY	DATE
-	ISSUED FOR APPROVAL	EL	10/20/2017

**PROPRIETARY AND CONFIDENTIAL**  
 THIS DRAWING IS THE SOLE PROPERTY OF BIG R MANUFACTURING, LLC. AND CONTAINS PROPRIETARY INFORMATION FOR USE WITH THIS PROJECT ONLY. ANY REPRODUCTION IN PART OR AS A WHOLE WITHOUT WRITTEN PERMISSION IS STRICTLY PROHIBITED.



P.O. Box 1290 • Greeley, Colorado 80632-1290  
 (970) 356-9600 • Fax:(970) 356-9621 • www.bigrbridge.com

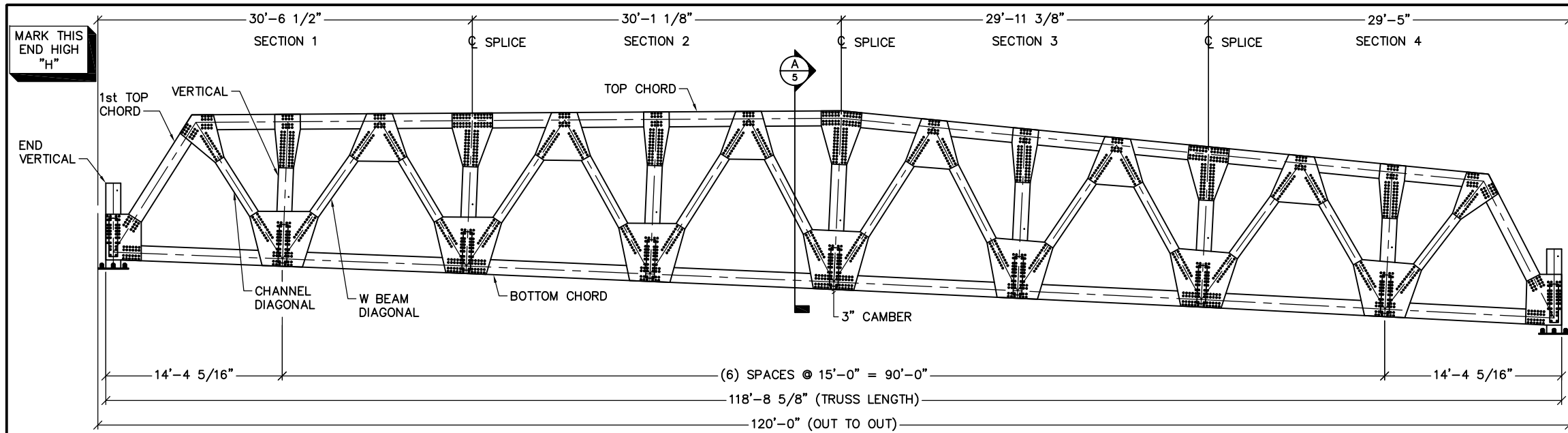
**120'-0" x 28'-0"**  
**OAK KNOLL VEHICULAR BRIDGE**  
 OAK KNOLL, CA  
 SPECS

**60%  
 REVIEW  
 DRAWINGS  
 NOT FOR  
 CONSTRUCTION**

PAAC 8-5-19 Item IVa. OakKnoll-Tomb

BR16-01365/1
DESIGN BY ENL
DRAWN BY RDH
CHECKED BY ENL
SHEET NO.

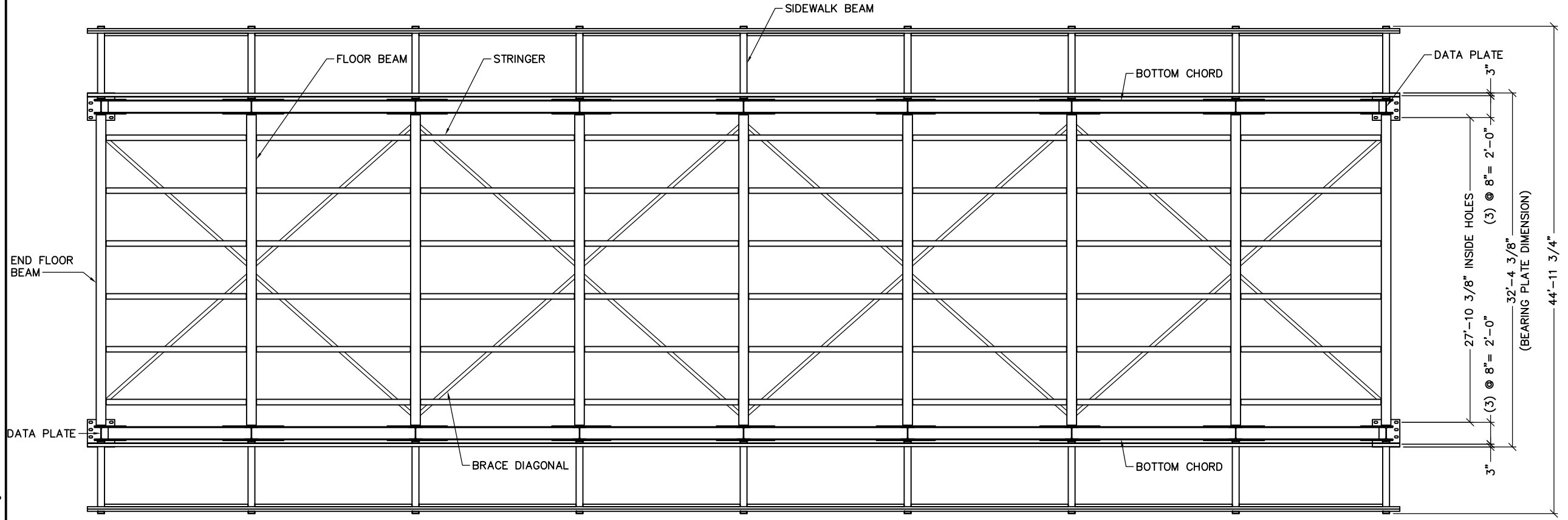
C:\Users\teleong\Desktop\BR16-01365-CO-1.dwg



MARK THIS END LOW "L"

CVN	MEMBERS	SIZE
T	END TOP CHORD	W 14x109
T	TOP CHORD	W 14x109
T	BOTTOM CHORD	W 14x109
T	END VERTICAL	W 14x109
T	VERTICAL	W 14x109
T	CHANNEL DIAGONAL	C 10x30
T	W BEAM DIAGONAL	W 14x82
T	BRACE DIAGONAL	L 4x4x3/8
T	END FLOOR BEAM	W 30x124
T	FLOOR BEAM	W 30x124
T	STRINGER	W 14x43
T	SIDE WALK BEAM	W 18x50
	SIP BRIDGE DECKING	DMAC 2x9 21 GA. (G165)
T	GUSSET PLATES	PL 7/8"
T	BACKING PLATE	PL 1"
	WALKWAY SIDE DAM	L 6X4X1/2

OUTSIDE ELEVATION



BOTTOM CHORD DETAIL

REV	STATUS	BY	DATE
-	ISSUED FOR APPROVAL	EL	10/20/2017



PROPRIETARY AND CONFIDENTIAL  
 THIS DRAWING IS THE SOLE PROPERTY OF BIG R MANUFACTURING, LLC. AND CONTAINS PROPRIETARY INFORMATION FOR USE WITH THIS PROJECT ONLY. ANY REPRODUCTION IN PART OR AS A WHOLE WITHOUT WRITTEN PERMISSION IS STRICTLY PROHIBITED.

P.O. Box 1290 • Greeley, Colorado 80632-1290  
 (970) 356-9600 • Fax:(970) 356-9621 • www.bigrbridge.com

120'-0" x 28'-0"  
 OAK KNOLL VEHICULAR BRIDGE

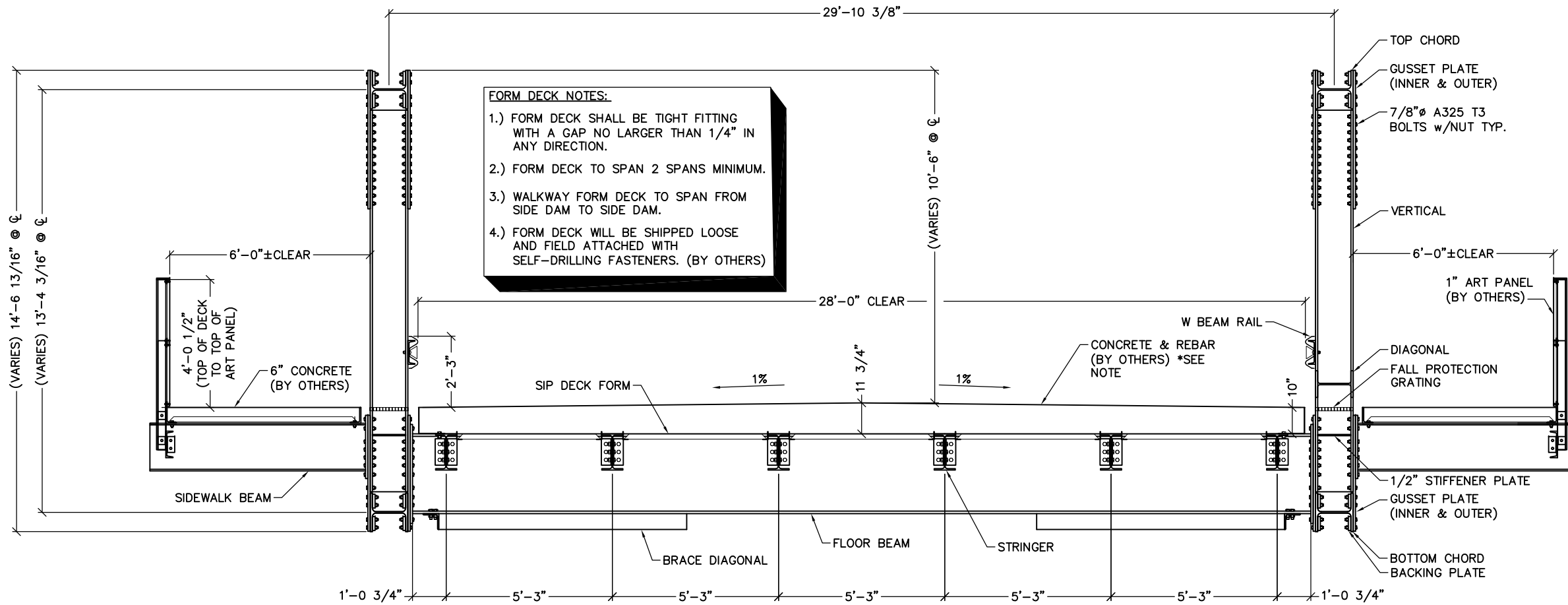
OAK KNOLL, CA  
 SPECS

60%  
 REVIEW  
 DRAWINGS  
 NOT FOR  
 CONSTRUCTION

BR16-01365/1
DESIGN BY ENL
DRAWN BY RDH
CHECKED BY ENL
SHEET NO.

PAAC 8-5-19 Item IVa. OakKnoll-Tomb

C:\Users\teleong\Desktop\BR16-01365-CO-1.dwg



**FORM DECK NOTES:**

- 1.) FORM DECK SHALL BE TIGHT FITTING WITH A GAP NO LARGER THAN 1/4" IN ANY DIRECTION.
- 2.) FORM DECK TO SPAN 2 SPANS MINIMUM.
- 3.) WALKWAY FORM DECK TO SPAN FROM SIDE DAM TO SIDE DAM.
- 4.) FORM DECK WILL BE SHIPPED LOOSE AND FIELD ATTACHED WITH SELF-DRILLING FASTENERS. (BY OTHERS)

**\*CONCRETE DECK NOTE:**

- 1) DECK THICKNESS INCLUDES 2" SACRIFICIAL CONCRETE FOR STAMPING.

SECTION A  
4

REV	STATUS	BY	DATE
-	ISSUED FOR APPROVAL	EL	10/20/2017

**PROPRIETARY AND CONFIDENTIAL**  
 THIS DRAWING IS THE SOLE PROPERTY OF BIG R MANUFACTURING, LLC. AND CONTAINS PROPRIETARY INFORMATION FOR USE WITH THIS PROJECT ONLY. ANY REPRODUCTION IN PART OR AS A WHOLE WITHOUT WRITTEN PERMISSION IS STRICTLY PROHIBITED.



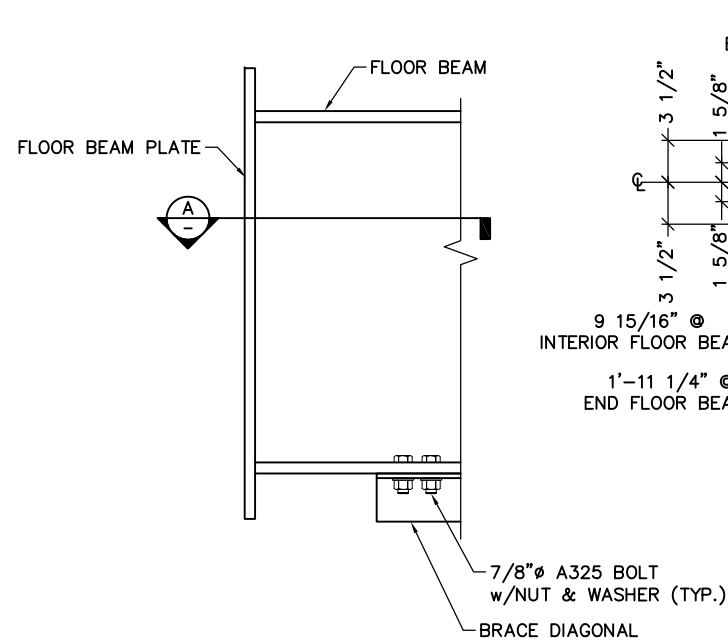
P.O. Box 1290 • Greeley, Colorado 80632-1290  
 (970) 356-9600 • Fax: (970) 356-9621 • www.bigrbridge.com

**120'-0" x 28'-0"**  
**OAK KNOLL VEHICULAR BRIDGE**  
 OAK KNOLL, CA  
 SPECS

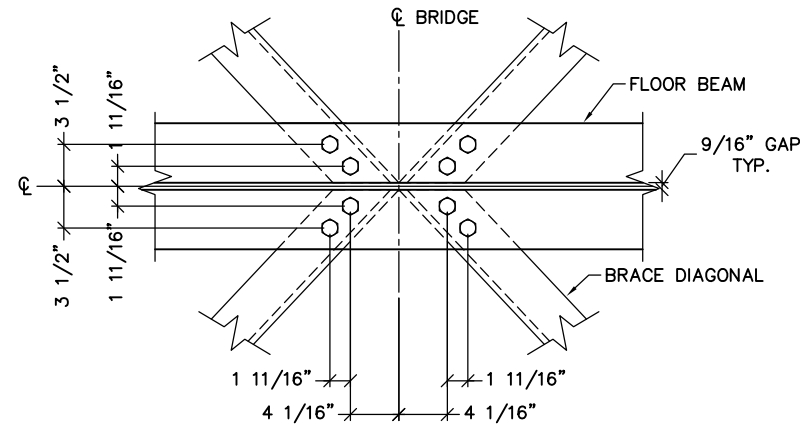
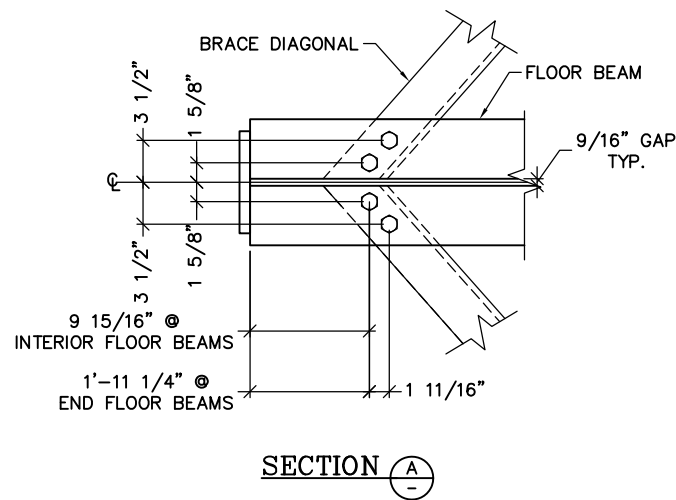
<p><b>60% REVIEW DRAWINGS NOT FOR CONSTRUCTION</b></p>	BR16-01365/1
	DESIGN BY ENL
	DRAWN BY RDH
	CHECKED BY ENL
SHEET NO.	
PAAC 8-5-19 Item IVa. OakKnoll-Tomb	

C:\Users\teleong\Desktop\BR16-01365-CO-1.dwg

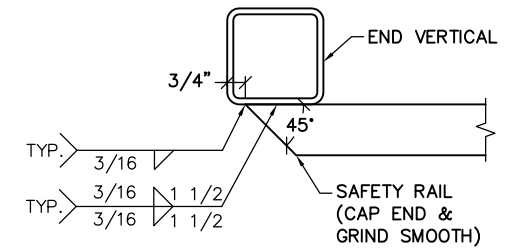




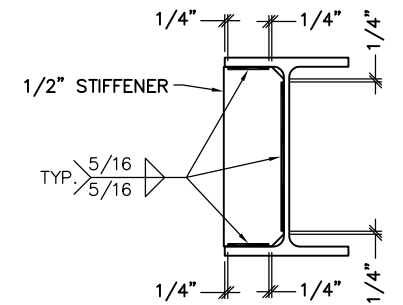
**BRACE DIAGONAL DETAIL @ END**



**BRACE DIAGONAL DETAIL @ CENTER**

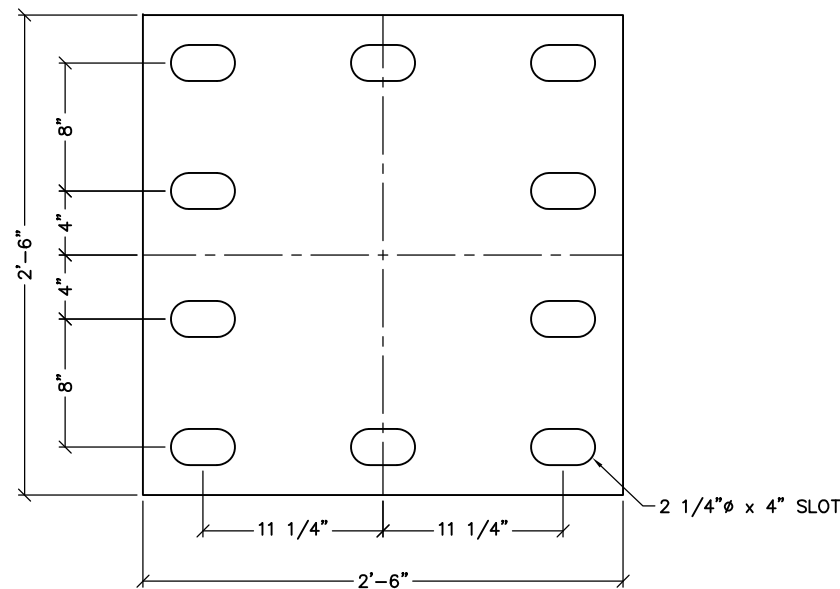


**SAFETY RAIL END DETAIL**

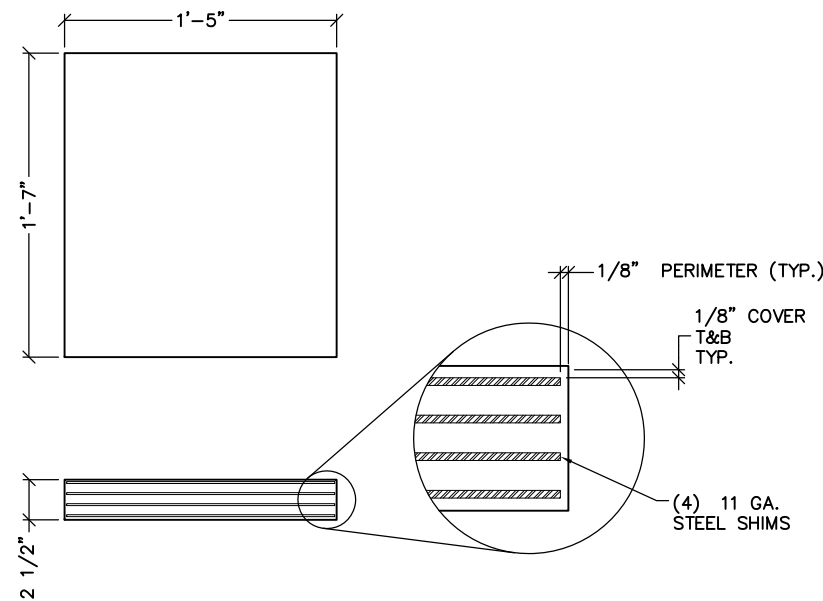


**TYPICAL STIFFENER WELD DETAIL**

(STIFFENER PLATES REQUIRED ON BOTH SIDES)



**BEARING PLATE**  
(4) RFOURFD



**LAYERED ELASTOMERIC PAD**  
(GRADE 3, 60 DUROMETER)  
(4) REQUIRED

C:\Users\eleong\Desktop\BR16-01365-CO-1.dwg

REV	STATUS	BY	DATE
-	ISSUED FOR APPROVAL	EL	10/20/2017

**PROPRIETARY AND CONFIDENTIAL**  
THIS DRAWING IS THE SOLE PROPERTY OF BIG R MANUFACTURING, LLC. AND CONTAINS PROPRIETARY INFORMATION FOR USE WITH THIS PROJECT ONLY. ANY REPRODUCTION IN PART OR AS A WHOLE WITHOUT WRITTEN PERMISSION IS STRICTLY PROHIBITED.



P.O. Box 1290 • Greeley, Colorado 80632-1290  
(970) 356-9600 • Fax:(970) 356-9621 • www.bigrbridge.com

**120'-0" x 28'-0"**  
**OAK KNOLL VEHICULAR BRIDGE**

OAK KNOLL, CA  
SPECS

**60%  
REVIEW  
DRAWINGS  
NOT FOR  
CONSTRUCTION**

BR16-01365/1

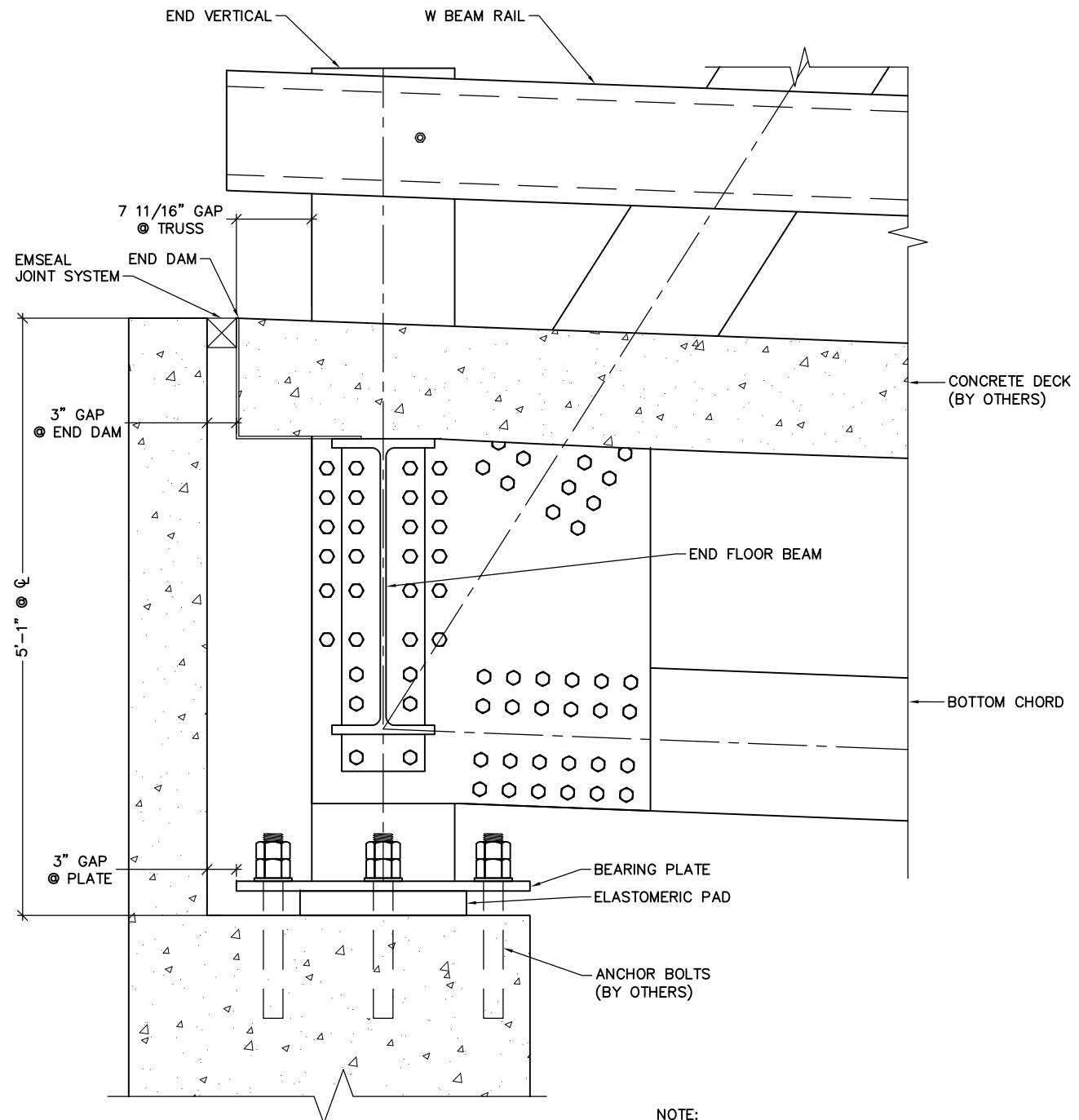
DESIGN BY  
ENL

DRAWN BY  
RDH

CHECKED BY  
ENL

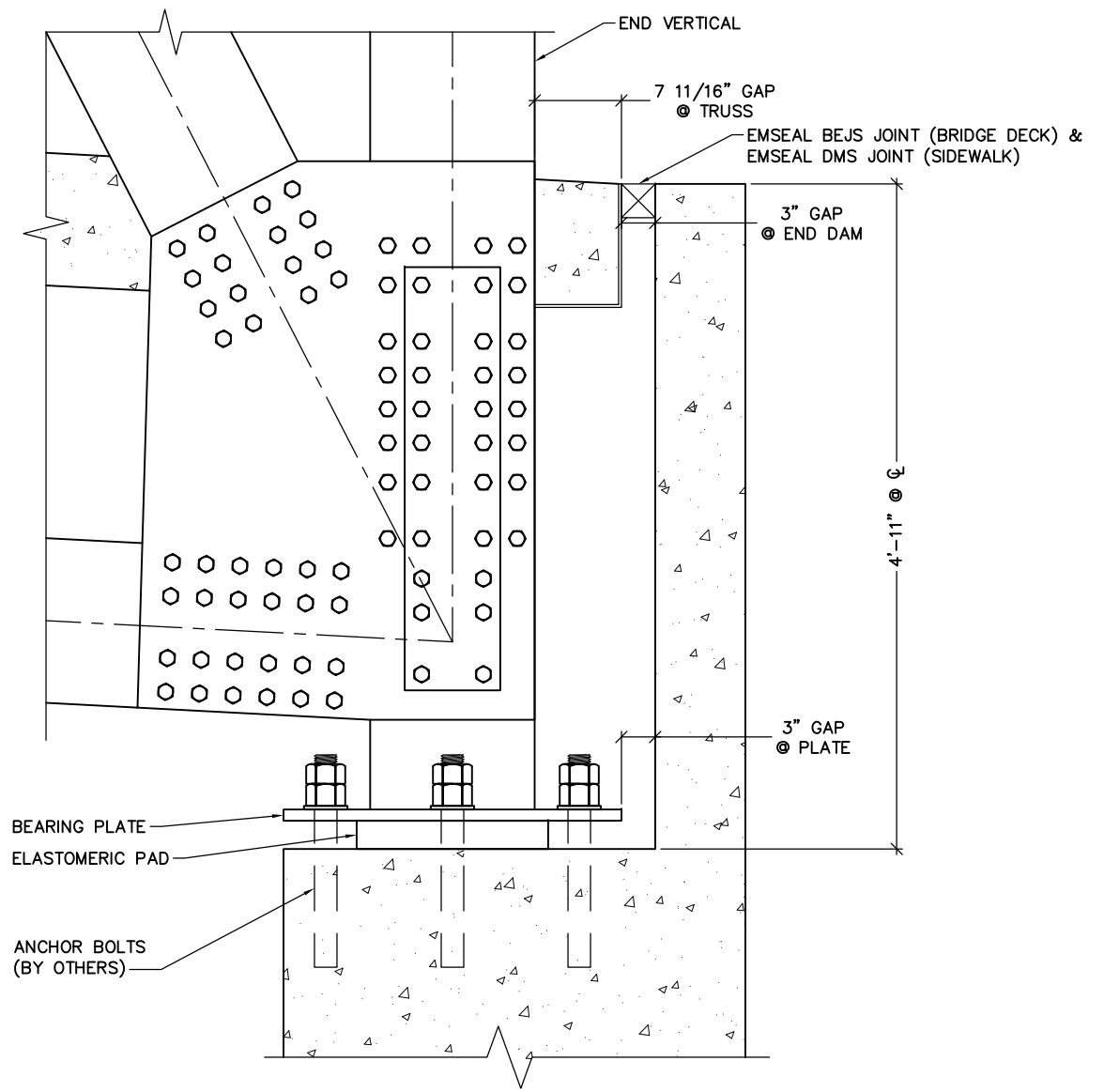
SHEET NO.

PAAC 8-5-19 Item IVa. OakKnoll-Tomb



**INSIDE ELEVATION**  
(FIXED)  
(SIDEWALK (BEYOND) NOT SHOWN FOR CLARITY)

**NOTE:**  
BOTTOM NUT FINGER TIGHT, TOP NUT TIGHT AT EXPANSION END. BOTH NUTS TIGHT AT FIXED END.



**OUTSIDE ELEVATION**  
(EXPANSION)

REV	STATUS	BY	DATE
-	ISSUED FOR APPROVAL	EL	10/20/2017

**PROPRIETARY AND CONFIDENTIAL**  
THIS DRAWING IS THE SOLE PROPERTY OF BIG R MANUFACTURING, LLC. AND CONTAINS PROPRIETARY INFORMATION FOR USE WITH THIS PROJECT ONLY. ANY REPRODUCTION IN PART OR AS A WHOLE WITHOUT WRITTEN PERMISSION IS STRICTLY PROHIBITED.



P.O. Box 1290 • Greeley, Colorado 80632-1290  
(970) 356-9600 • Fax:(970) 356-9621 • www.bigrbridge.com

**120'-0" x 28'-0"**  
**OAK KNOLL VEHICULAR BRIDGE**

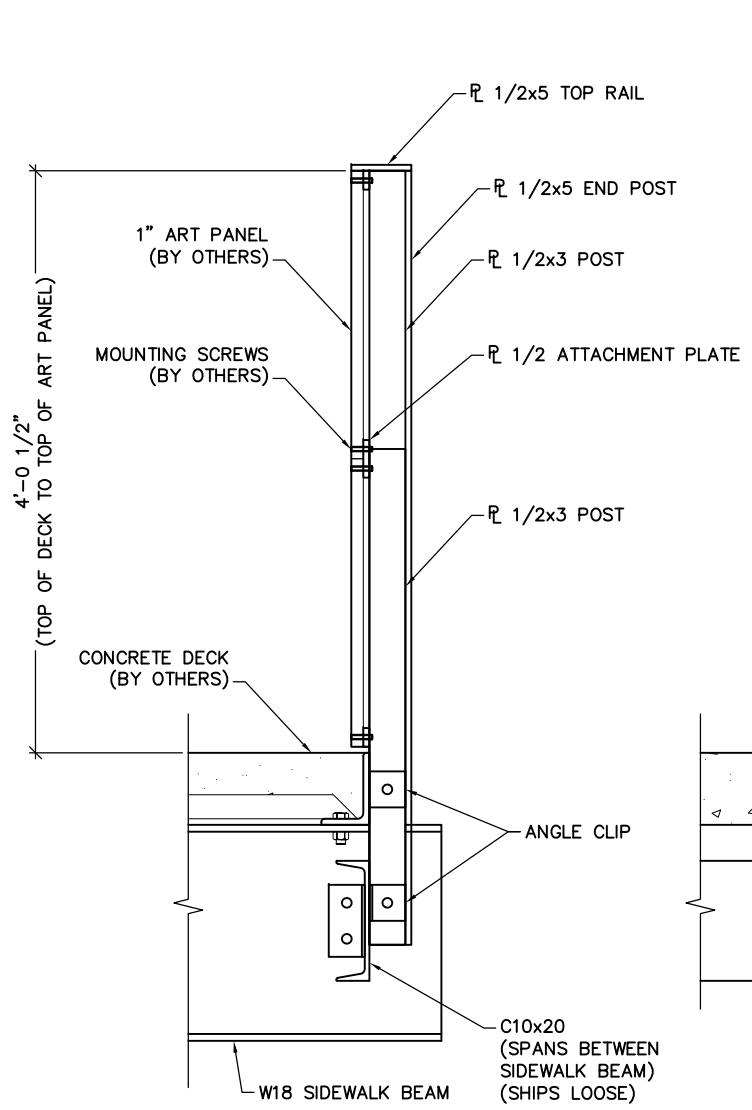
OAK KNOLL, CA  
SPECS

**60%  
REVIEW  
DRAWINGS  
NOT FOR  
CONSTRUCTION**

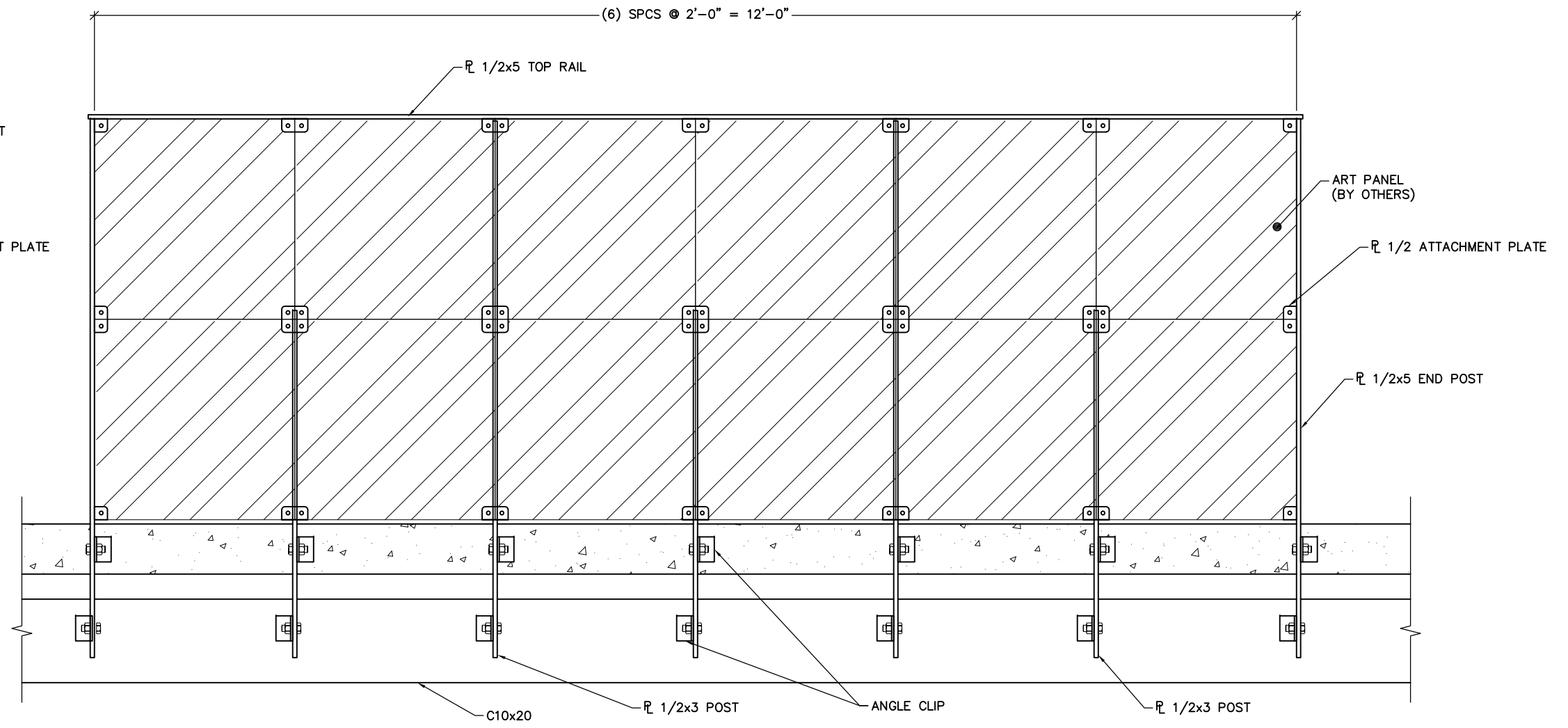
BR16-01365/1
DESIGN BY ENL
DRAWN BY RDH
CHECKED BY ENL
SHEET NO.

PAAC 8-5-19 Item IVa. OakKnoll-Tomb

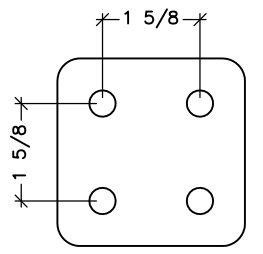
C:\Users\eleong\Desktop\BR16-01365-CO-1.dwg



**SIDEWALK SECTION VIEW - TYP.**



**RAIL ELEVATION VIEW - TYP.**



**ATTACHMENT PLATE DETAIL**  
(CONTRACTOR TO PROVIDE BIG R THE HOLE SIZE REQUIRED PRIOR TO FABRICATION)

REV	STATUS	BY	DATE
-	ISSUED FOR APPROVAL	EL	10/20/2017

**PROPRIETARY AND CONFIDENTIAL**  
THIS DRAWING IS THE SOLE PROPERTY OF BIG R MANUFACTURING, LLC. AND CONTAINS PROPRIETARY INFORMATION FOR USE WITH THIS PROJECT ONLY. ANY REPRODUCTION IN PART OR AS A WHOLE WITHOUT WRITTEN PERMISSION IS STRICTLY PROHIBITED.



P.O. Box 1290 • Greeley, Colorado 80632-1290  
(970) 356-9600 • Fax:(970) 356-9621 • www.bigrbridge.com


**120'-0" x 28'-0"**  
**OAK KNOLL VEHICULAR BRIDGE**

OAK KNOLL, CA  
SPECS

<p><b>60% REVIEW DRAWINGS NOT FOR CONSTRUCTION</b></p>	BR16-01365/1
	DESIGN BY ENL
	DRAWN BY RDH
	CHECKED BY ENL
SHEET NO.	
PAAC 8-5-19 Item IVa. OakKnoll-Tomb	

C:\Users\teleong\Desktop\BR16-01365-CO-1.dwg





OAK KNOLL VEHICLE BRIDGE

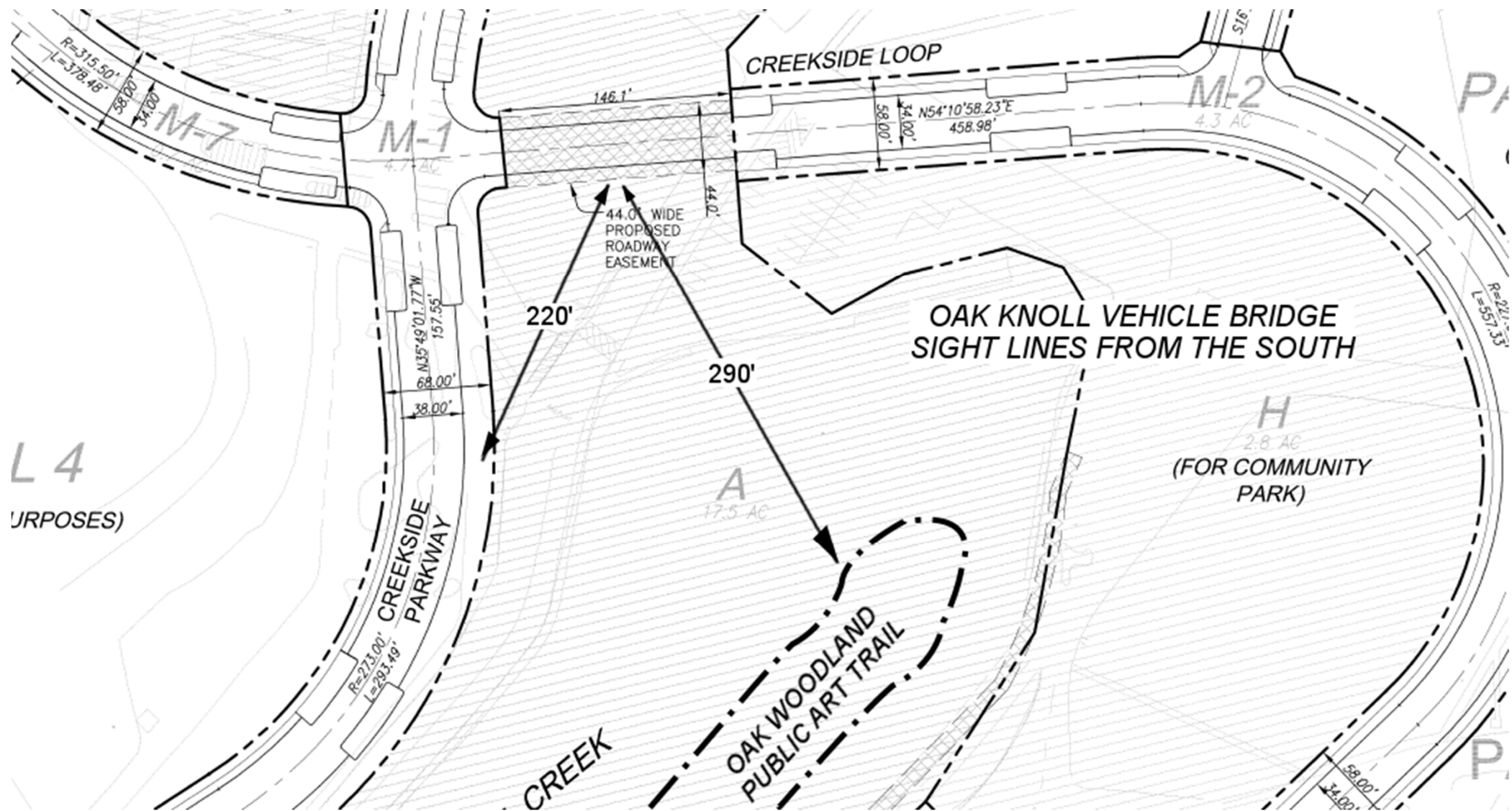
BRUCE TOMB

Supplemental Materials For Checklist 7



OAK KNOLL VEHICLE BRIDGE AT CREEKSIDE LOOP AND CREEKSIDE PARKWAY

HART HOWERTON ©2016



L 4  
(PURPOSES)





OAK KNOLL VEHICLE BRIDGE VIEWED FROM THE SOUTH

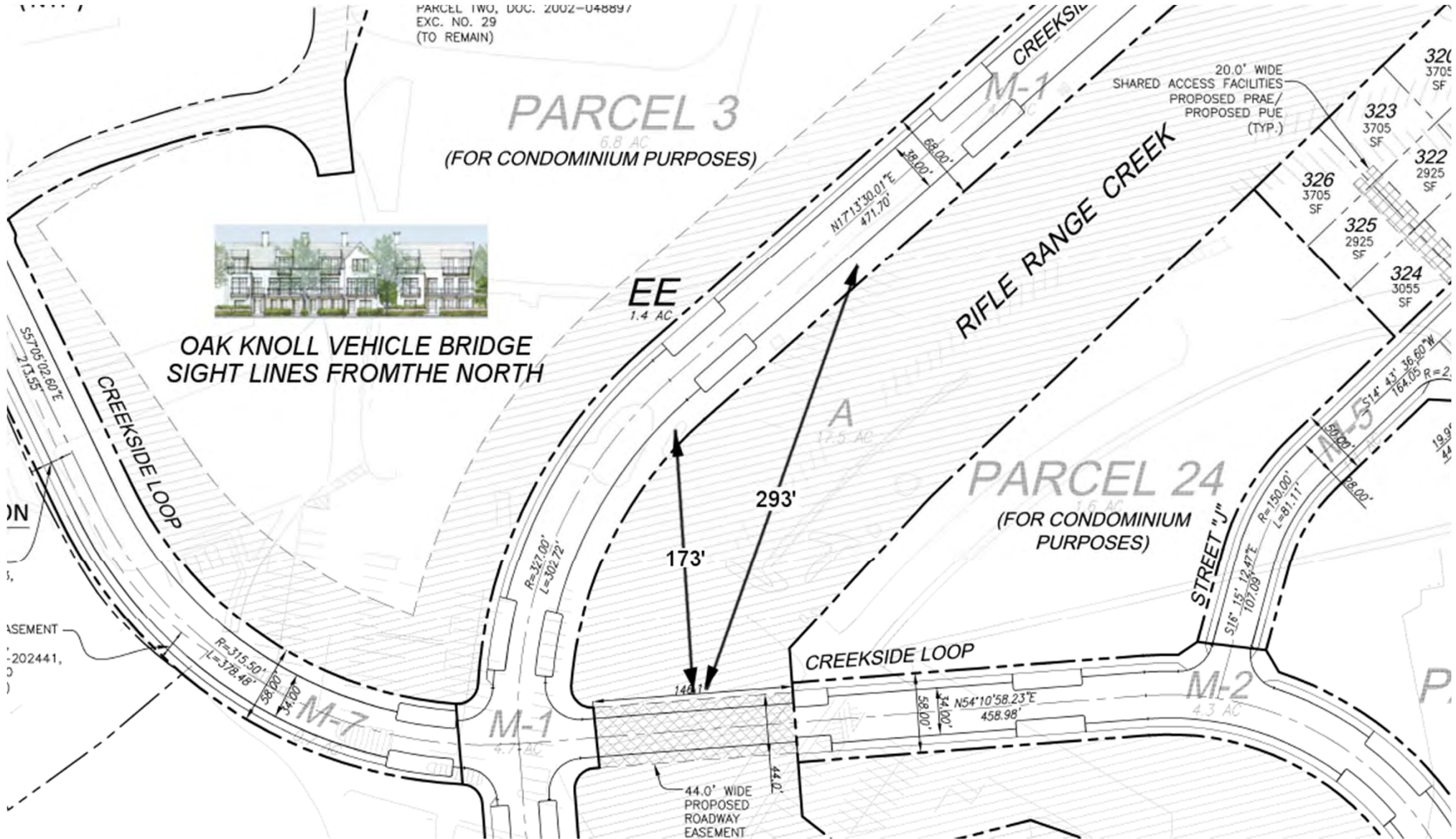
PARCEL TWO, DOC. 2002-04889 /  
EXC. NO. 29  
(TO REMAIN)

# PARCEL 3

6.8 AC  
(FOR CONDOMINIUM PURPOSES)



OAK KNOLL VEHICLE BRIDGE  
SIGHT LINES FROM THE NORTH







OAK KNOLL VEHICLE BRIDGE VIEWED FROM THE NORTH





BRUCE TOMB

OAK KNOLL VEHICLE BRIDGE PUBLIC ART CHECKLIST

**ITEM 8 ARTIST STATEMENT**

11.23.18

OAK KNOLL VEHICLE BRIDGE  
Artist Statement

The proposed art component for the Oak Knoll Bridge over Rifle Range Creek is to be a cast iron railing system. The railing system will occupy the outer most edges of the pedestrian walkways flanking the primary trusses of the bridge. This will run the entire 120 feet of the span and in effect, frame the entire bridge. The system is to be integral such that the entire bridge can be considered as an artwork, as bridges are often the subject of artworks.

This is a Romantic project that embraces the 19<sup>th</sup> century notion of the modified Warren Truss bridge with its constructed setting, the result of daylighting Rifle Range Creek.

The goal of the cast iron railing system is to provide an intimate version of 19<sup>th</sup> century technology to complement the robust bridge trusses. The Corten bridge structure will have a mottled rust coloration giving it a rugged painterly quality. The cast iron system, likewise, will remain uncoated, a living surface, and be allowed to rust in a similar manner. The intricacies of the 24" x24" x1" castings' design will highlight this graceful aging process with the lively surfaces of a Penrose geometry, holding light and shadow. When viewed up close from the pedestrian walkway, the two-sided castings will present leaf forms. When the bridge is viewed from afar, the railing will present its pure geometry resonating with the triangulated trusses.

I would like to work towards an integrated whole with the engineer/architect to refine certain details that impact the interface with people.

BRUCE TOMB

B R U C E  
TOMB



BRUCE TOMB

OAK KNOLL VEHICLE BRIDGE PUBLIC ART CHECKLIST

**ITEM 9 MATERIALS**

Cast panel with carriage bolt attachment in lower right corner.

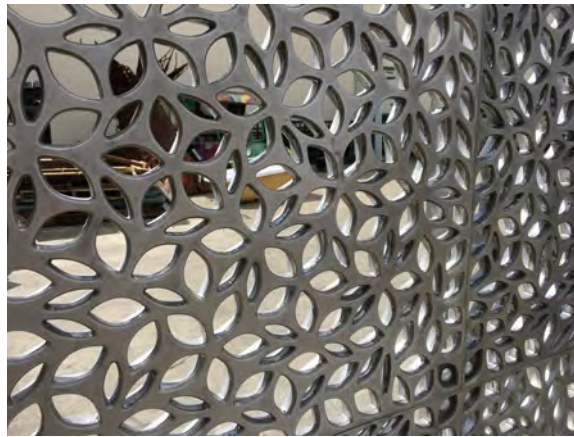
Cast panel post attachment.

Example of weathered cast iron



11.23.2018

**OAK KNOLL BRIDGE**  
Technique Samples from other projects



Cast aluminum as seen from the inside showing the fastening with carriage bolts.



Cast aluminum as seen from the outside showing the fastening with mounting plates.



Cast iron spiral stair step.

**BRUCE TOMB**



## **10. Maintenance Plan**

See item 5 for updated maintenance plan.

## **11. Programming Plan**

Not Applicable

## **12. Planning and Building Documentation Requirements**

Railing engineering and fabrication of all structural components of the railing provided by Big R Bridge, Greeley, CO. Railing panel installation is to be performed during the bridge installation and will be inclusive of bridge permits. Tomb's sheet PA3.0 has been submitted to BKF Engineers for inclusion in the Oak Knoll construction documents related to the vehicle bridge.

## **13. Community Outreach**

Requests for qualifications (RFQs), with supporting documentation, were published on a variety of nonprofit websites such as the California Arts Council, San Francisco Arts Commission, Berkeley Art Center, and Pro Arts. They were also published on for-profit sites such as the Public Artist and Artlist and mailed to arts organizations throughout the Bay Area.

CaFE, an online service that provides a repository for artists' RFQ application materials, facilitates selection panel review and scoring, and distributes RFQs to artists who have previously used their services was employed for all Oak Knoll Community sites. The artist-selection process was conducted from September 2016 to June 2017.

The Oak Knoll Vehicle Bridge RFQ, open to professional artists residing in the nine Bay Area counties, sought people who would create permanent art integrated into the bridge design in areas such as pedestrian railing, structural components, and stone abutments. Materials would have to be appropriate for a high-use environment, weather resistant, and low maintenance.

Oak Knoll Vehicle Bridge Selection Panel:

Jeannette Yusko—community representative, Sequoyah

David Duskin—sculptor; public art artist; graduate instructor at the Academy of Art, San Francisco

Chris Hall—principal architect for Hart Howerton, Oak Knoll master plan architects.

David Soyka—Oak Knoll Venture Acquisitions/Suncal

Philip Dow—public art consultant, sculptor, community representative, Oak Knoll

Over sixty applicants were reviewed by the selection panel and Bruce Tomb of San Francisco, Ben Trautman of Oakland, and Gordon Heuther of Napa were selected to make proposals for the bridge.

The selection panel reconvened for the finalist presentations, and Bruce Tomb was awarded the commission



## Public Art for Private Development

## Checklist for On-Site Art Projects

### Oak Knoll Creekside Entry Park

8750 Mountain Blvd., Oakland, CA 94605

Contact: Philip Dow, 510.427.4496

July 17, 2019

In April 2016, Oak Knoll Venture Acquisitions (OKVA) commissioned the creation of a public art master plan for the proposed Oak Knoll Community, located at the former Naval Medical Center, Oakland, California. The stakeholders discussed budget obligations, potential sites, public access, and the artist-selection process. The public art master plan and accompanying website were launched in August 2016, identifying five sites that would employ the call-for-entry process to seek qualified artists.

Public Art projects OKVA has contracted to date:

Project	Artist	Artist Residence	Artwork Budget
Oak Woodland	David Duskin	Petaluma	\$270,000.00
Creekside Entry Park	Yoshikawa Wright	Los Angeles	\$230,000.00
Retail Plaza	Johanna Poethig	Oakland	\$200,000.00
Vehicle Bridge	Bruce Tomb	San Francisco	\$193,597.00
Public Amenities	Mark Bulwinkle	Oakland	\$70,000.00

Oak Knoll Contracted Art Budget

\$963,597.00

### Table of Contents

1. Updated construction valuation
2. Artwork budget
3. Value of artwork to be placed on site
4. Artist resume and examples of past work
5. Artist Contract
  - Updated Maintenance Plan
  - Updated Schedule of Deliverables
6. Visual proposal
7. Project site plan and construction documents
8. Artist's statement
9. Materials
10. Maintenance Plan, see item 5
11. Programming Plan, not applicable
12. Planning and Building Documentation Requirements
13. Community outreach





## 1. Construction Valuation

City of Oakland Municipal Code 15.78.030 defines “Building Development Costs” (BDC) as those construction costs declared on building permit applications and accepted by the Building Official. The applicant determined that OKVA’s contribution requirements, according to City of Oakland Municipal Code 15.78.070, are as follows:

Residential:				
Density Type	Average S.F.	Units	BDC/S.F.	1/2% Obligation
Medium	1,790	569	\$117.00	\$595,828.35
Medium-Low	1,980	184	\$117.00	\$213,127.20
Low	2,761	165	\$117.00	\$266,505.53
Total Residential Public Art Obligation				\$1,075,461.08
Commercial:				
Type	Average S.F.	Units	BDC/S.F.	1% Obligation
Grocery	32,000	1	\$130.00	\$41,600.00
Food Service	2,500	4	\$150.00	\$15,000.00
Retail	5,000	6	\$100.00	\$30,000.00
Total Commercial Public Art Obligation				\$86,600.00

Total Public Art Obligation \$1,162,061.08

Please note that the total residential square feet (1,838,395), from the above table, is the projected buildout based on prospective builders’ review of the approved grading and site plans.

The balance of the public art funds may be used toward the existing project budgets to cover expanded scope of work and/or unanticipated costs. The balance may also be used to create additional on-site public art projects.

### Developer-City Public Art Process

OKVA is the master developer of the Oak Knoll Community and is responsible for the mass grading and all the infrastructure, as well as the parks and creek restoration. The building pads will be sold to residential and commercial builders that will be responsible for structure construction.

OKVA, not the builders, is taking responsibility for the public art obligation. To ensure that the public art is located throughout the master plan community, it will be incorporated into the land development stage of Oak Knoll. However, OKVA will not be the applicant for building permits and, to avoid any confusion, OKVA proposes the following procedure:

1. OKVA will submit Public Art Checklists for on-site art projects to the City of Oakland Public Art Program staff, Cultural Affairs Division, Economic and Workforce Development, in order to fulfill the obligation.
2. As each public art project is completed, OKVA will execute provisions C 1-3 of Chapter 15.78.100.
3. City staff will record the completion of Oak Knoll public art projects in order for builders to receive certificates of occupancy.



**2-3. Oak Knoll Creekside Entry Park artwork budget and value of artwork to be placed on site**

General:		
Artist Design Fee (20% maximum)	\$40,000.00	
Professional Fees	\$0	
Architect	\$0.00	
Structural Engineer	\$1,500.00	
Insurance	\$0	
General Liability	\$500.00	
Workers' Compensation	\$0.00	
Automobile Liability	\$400.00	
Documentation	\$0	
Photographer	\$500.00	
Process documentation	\$350.00	
<b>General Total</b>	<b>\$43,250.00</b>	<b>\$43,250.00</b>
Fabrication:		
Preparatory Materials		
Shop drawings	\$1,200.00	
Templates	\$750.00	
Materials	\$15,000.00	
Fabrication	\$0	
Labor	\$62,300.00	
Subcontractors	\$0	
Fabricators	\$0.00	
Tools and Equipment	\$500.00	
Storage	\$2,000.00	
<b>Fabrication Total</b>	<b>\$81,750.00</b>	<b>\$81,750.00</b>
Installation:		
Delivery and project/components	\$30,000.00	
Labor and subcontractors	\$10,000.00	
Site preparation		
Excavation	\$5,000.00	
Footings	\$10,000.00	
Other	\$10,000.00	
<b>Installation total</b>	<b>\$65,000.00</b>	<b>\$65,000.00</b>
Subtotal		\$190,000.00
Contingency (5-10% of budget)		\$10,000.00
<b>Value of artwork to be placed on site</b>		<b>\$200,000.00</b>
Consultant Fee		\$30,000.00
<b>Total Oak Knoll Creekside Park Art Budget</b>		<b>\$230,000.00</b>



YOSHIKAWA

OAK KNOLL CREEKSIDE ENTRY PARK PUBLIC ART CHECKLIST

**ITEM 4 ARTIST RESUME AND EXAMPLES OF PAST WORK**



# YOSHIKAWA

[yoshikawasculpture@gmail.com](mailto:yoshikawasculpture@gmail.com)

323.462.7139

## EDUCATION

1981/82	INDEPENDENT STUDY ABROAD	JAPAN
1980	BFA UNIVERSITY OF COLORADO	BOULDER, COLORADO
1977/78	STILLPOINT HERMITAGE	WETMORE, COLORADO
1973/74	INDEPENDENT STUDY ABROAD	WESTERN EUROPE

## PUBLIC COMMISSIONS

- 'DREAMING CLOUD': PALO ALTO, CA
- ROWAN (MIX-USE HIGH RISE): SAN FRANCISCO, CA
- 'COSMIC RHYTHM' (MIX-USE HIGH RISE): BEVERLY HILLS, CA
- LOS ANGELES FALLEN FIREFIGHTERS MEMORIAL: HOLLYWOOD, CA
- NOHO14 (MIX-USE HIGH RISE): NORTH HOLLYWOOD, CA
- PELICAN HILL RESORT (FIVE STARS): NEWPORT BEACH, CA
- 150 SPEAR : SAN FRANCISCO, CA
- NEW SANDCASTLE HOTEL: CLEARWATER, FL
- UCHINOMI-CHO CITY HALL: SHODOSHIMA, JAPAN
- KUSAKA BAY FERRY TERMINAL: SHODOSHIMA, JAPAN
- CHARLES A. HAERTLING SCULPTURE PARK: BOULDER, CO
- WOLFGANG PUCK'S SPAGO RESTAURANT: BEVERLY HILLS, CA
- WOLFGANG PUCK'S CHINOISE RESTAURANT: LAS VEGAS, NV
- SONA RESTAURANT: LOS ANGELES, CA
- ANTELOPE VALLEY HOSPITAL: LANCASTER, CA
- BENDALL CAPITAL: BELLEVUE, WA
- HILLS/FIELDS ENTERTAINMENT: LOS ANGELES, CA
- NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION: BOULDER, CO
- SAN DIEGO HEALTH SERVICES: CHULA VISTA, CA
- WESTFIELD GAGE: SOUTHWICK, MA

## EXHIBITION VENUES

- KYLIN GALLERY, BEVERLY HILLS BEVERLY HILLS, CA
- HUNTINGTON LIBRARY AND GARDENS SAN MARINO, CA
- LOS ANGELES ARBORETUM ARCADIA, CA
- ZAPLIN/LAMPERT GALLERY SANTA FE, NM
- SUSAN STREET GALLERY SOLANA BEACH, CA
- BELLEVUE SCULPTURE EXHIBITION BELLEVUE, WA
- GREY McGEAR MODERN SANTA MONICA, CA
- MACLAREN/MARKOWITZ GALLERY BOULDER, CA
- SAN BERNARDINO COUNTY MUSEUM SAN BERNARDINO, CA
- SOUTHWEST CONTEMPORARY SANTA FE, NM
- NAVY PIER SCULPTURE WALK CHICAGO, IL
- ADR GALLERIES LOS ANGELES, CA
- LAZARDI/HARP GALLERY PASADENA, CA
- JOHN SODERBERG FINE ART SEDONA, AZ
- SHO-EN ROMONA, CA
- MERGING ONE GALLERY SANTA MONICA, CA
- ENGMAN INTERNATIONAL LAGUNA BEACH, CA
- BOULDER ART CENTER BOULDER, CO
- FEINGARTEN GALLERY LOS ANGELES, CA
- MER KUP GALLERY MEXICO CITY, MX
- ARNESEN FINE ARTS LTD. VAIL, CO

## AWARDS

- SEDONA SCULPTURE WALK SEDONA, AZ
- NORTH AMERICAN SCULPTURE EXHIBITION GOLDEN, CO
- LENEXA NATIONAL THREE DIMENSIONAL EXHIBITION LENEXA, KS
- GOLDEN STATE SCULPTURE EXHIBITION AGOURA, CA
- BOULDER ARTS COMMISSION GRANT BOULDER, CO
- CENTRAL CITY SCULPTURE EXHIBITION CENTRAL CITY, CO
- JAPANESE CEREMONIAL BOWL AND CERTIFICATE SHODOSHIMA, JAPAN
- BROADMOOR SCHOLARSHIP COLORADO SPRINGS, CO

## MUSEUM

- San Bernardino County Museum

YOSHIKAWA

OAK KNOLL CREEKSIDE ENTRY PARK PUBLIC ART CHEKLIST

**ITEM 4 EXAMPLES OF PAST WORK**



*Space and Beingness*

6' x 6' x 4' Colorado and Vermont marble, New Sandcastle Hotel, Clearwater, FL





*Whispering Waters*

5' x 14' x 8', granite and water, private collection, Woodstock, NY



*Los Angeles Fallen Firefighter's Memorial*  
12' x 12' x 4', granite, limestone, water, and fire, Hollywood, CA





*Cosmic Rhythm*

10 'x 14' x 4', granite and water, medical building in Beverly Hill, CA



Yoshikawa 1



*Cast Upon the Sea*

12' x 14' x 14', granite, ferry terminal on the island of Shodoshima, Japan



YOSHIKAWA

OAK KNOLL CREEKSIDE ENTRY PARK PUBLIC ART CHECKLIST

**ITEM 5 CONTRACT**

Yoshikawa Wright's contract

Updated Creekside Entry Park public art maintenance plan

Updated schedule of deliverables

**AGREEMENT FOR COMMISSION OF PUBLIC ART WORK  
[PRIVATE — NON-AGENCY]**

THIS AGREEMENT, is entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between OAK KNOLL VENTURE ACQUISITION LLC, Delaware limited liability company, (hereinafter, the “Owner”) with offices at 2392 Morse Avenue, Irvine, CA 92614 and D. Yoshikawa Wright, dba Yoshikawa (hereinafter, “Artist”) with offices at 6190 Temple Hill Drive, Los Angeles, CA 90068.

CONTRACT CONTINGENT ON ENTITLEMENT. OWNER IS CURRENTLY IN THE PROCESS OF ENTITLING THE OAK KNOLL MASTER PLANNED DEVELOPMENT (THE “PROJECT”) FOR THE CONSTRUCTION OF APPROXIMATELY 935 RESIDENTIAL DWELLING UNITS. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE VALIDITY OF THIS AGREEMENT IS CONTINGENT UPON OWNER RECEIVING FULL ENTITLEMENT OF THE PROJECT. THE PARTIES FURTHER ACKNOWLEDGE THAT THIS AGREEMENT SHALL NOT BE DEEMED EFFECTIVE UNLESS AND UNTIL THE ENTITLEMENTS FOR THE PROJECT ARE OBTAINED, AND IN THE EVENT THE ENTITLEMENTS ARE ULTIMATELY DENIED, THIS AGREEMENT SHALL AUTOMATICALLY TERMINATE AND SHALL BE DEEMED NULL AND VOID AND OF NO FORCE OR EFFECT.

\_\_\_\_\_  
Owner Initials

\_\_\_\_\_  
Artist Initials

WHEREAS, the Owner requires the services of an artist to create a work of art (hereinafter the “Artwork”) to be installed in a public space located at Creekside Entry Park at the corner of Mountain Blvd. and Creekside Parkway, Oakland, CA 94605 (hereinafter, the “Site”);

WHEREAS, the Artist is a professional artist whose work and qualifications make the Artist uniquely qualified to create the Artwork;

WHEREAS, the Owner has selected the Artist based upon the Artist’s work and qualifications; and

WHEREAS, the Artist and the Owner wish to perform under the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the above-stated premises and subject to the conditions hereinafter set forth, the parties agree as follows:

- a. “Agency” shall mean the City of Oakland, Cultural Arts Program, Economic and Workforce Development.
- b. “Artist” shall mean D. Yoshikawa Wright. Where there is more than one Artist, all Artists shall be referred to collectively as “Artist.” If Artist is comprised of two or more individual persons or entities, each individual person or entity shall be jointly and severally responsible for satisfying Artist’s obligations under this Agreement, and each



individual person or entity shall be liable for the acts and omissions of every other individual person or entity comprising Artist.

- c. "Artwork" shall mean the work of art designed by Artist for the Site under the terms of this Agreement, as described and defined in Artist Proposal, to be attached as Appendix A upon completion of Phase I, Conceptual Design, of the Services to be provided by Artist.

## **Article 1 Scope of Services**

### **1.1 Artist's Obligations**

- a. The Artist shall perform all services and furnish all supplies, material, labor and/or work equipment as necessary for the design, fabrication, transportation and installation of the Artwork at the Site. Services shall be performed in a professional manner and in strict compliance with all terms and conditions of applicable laws, rules regulations and ordinances, and in accordance with this Agreement.
- b. The Artist shall determine the artistic expression, design, dimensions and materials of the Artwork, subject to review and acceptance by the Owner and any regulatory agencies with project oversight, as set forth in this Agreement. The Artist will do so in a manner that ensures that the Artwork as installed shall not interfere with the intended use of the Site, pedestrian and other traffic flow, parking, safety devices and procedures, and other needs and functions of the Site as defined by Owner and/or law, rule, regulation or ordinance prior to the development of a design by the Artist.
- c. The Artist shall prepare the design concept described in Section 1.3 of this Agreement.
- d. The Artist shall complete the fabrication, transportation and installation of the Artwork at the Site by the scheduled dates as provided in Section 1.5(a)(b) of this Agreement.
- e. The Artist shall secure any and all required licenses, permits and similar legal authorizations at the Artist's expense as may be necessary for the installation of the Artwork at the Site.
- f. The Artist shall arrange for the transportation and installation of the Artwork in coordination with Owner. If the Artist does not install the Artwork himself, Artist shall supervise and approve the installation. Prior to the installation of the Artwork, Artist shall inspect the Site to ensure that it is ready to accept the Artwork and is compliant with the specifications provided by the Artist. Artist shall notify Owner of any perceived conflict, defect or non-compliance with specifications. All work shall be performed by qualified professionals and by licensed contractors as required by law.
- g. Artist shall provide required insurance in amounts and limits specified in Article 5 and Exhibit D.
- h. Artist shall provide to Owner a list of all subcontractors along with a copy of the agreement between the Artist and each subcontractor.
- i. Artist shall provide documentation for items 6-10 required by the City of Oakland Cultural Arts Program, Public Art for Private Development Checklist. See Exhibit E.

- j. Artist shall provide a set of “as built” drawings if there is significant deviation from approved and permitted construction documents.
- k. Artist shall provide photographic documentation of the Artwork in a format acceptable to Artist and Owner.
- l. Artist shall be available with reasonable advance notice for a reasonable number of meetings required to coordinate design and project implementation, ceremonies and the like, as necessary.

## **1.2 Owner’s Obligations**

- a. The Owner shall perform all obligations in strict compliance with all terms and conditions in this Agreement.
- b. The Owner 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 needed by Artist in order to perform.
- c. The Owner shall be responsible for compliance with all applicable laws and regulations, including but not limited to zoning or environmental regulations, and prior to Artist’s development of design, shall provide to the artist in writing an explanation of any specific limitations imposed by such laws and/or regulations that may impact the Artwork including the policies, guidelines and approvals required by regulatory or oversight agencies such as a cultural affairs office.
- d. The Owner shall prepare the Site in accordance with the specifications detailed in the approved design concept in Section 1.3 of this Agreement. The Owner shall be responsible for [all expenses, labor and equipment (specify if not all)] to prepare the Site for the timely transportation and installation of the Artwork. The Owner shall complete the Site preparations by the scheduled installation date as provided in Section 1.5(b)(i) of this Agreement or shall contact the Artist in writing informing him or her of any delays.
- e. The Owner shall provide acknowledgement on or near the Artwork containing a credit to the Artist and a copyright notice substantially in the following form: Copyright © [Artist’s name, date of publication]. This should be done in consultation with the Artist.
- f. The Owner shall not permit any use of the Artist’s name or misuse of the Artwork which would reflect discredit on the Artist’s reputation as an artist or which would violate the spirit of the Artwork, should such use or misuse be within the Owner’s control.
- g. Owner shall prepare and submit the City of Oakland Cultural Arts Program, Public Art for Private Development Checklist. See Exhibit E.

## **1.3 Design**

- a. Concept/Schematic
  - i. The Artist submitted a design concept/schematic (the “Design”) which was selected and approved by the Owner. The Design shall be attached to this Agreement as Exhibit A.
- b. Approval
  - i. Within thirty (30) days after the execution of this agreement, the Owner shall notify the Artist if Owner requires any revisions to the Design in order to comply with any applicable laws, ordinances and/or regulations or

for other reasons including, but not limited to, ensuring the physical integrity of the Artwork or its installation at the Site. If agreed upon by both parties, such revisions will become a part of the Design.

c. Final Design

- i. Upon approval of the schematic design by Owner, Artist is authorized to proceed with Final Design which shall include the following: presentation quality materials, which shall include colored drawings or computer-generated color images (in plan and elevation) and/or 3-dimensional models that accurately reflect the Artwork and how it will be installed at the Site, mock-ups, final color and materials samples, proposed fabrication methods, feasibility studies and final cost estimates at design completion. When used in reference to the proposed Artwork, Final Design Documents shall fix and describe the size and character of the Artwork with respect to its relationship to the Site, including architectural, structural, mechanical and electrical systems, materials and other elements as may be appropriate.

d. Final/Construction Documents

- i. Artist shall submit Construction Documents for construction and/or installation of the proposed Artwork as approved, which must be signed and stamped by design professionals licensed in the State of California, as required by the California Uniform Building Code and any local government amendments to the Building Code.
- ii. Artist shall deliver Marquette (computer model or otherwise as agreed to by both parties) and color and material samples.
- iii. Artist shall review Architect's Design Development and/or Construction Documents for accuracy of the integration of Artist's Proposal within the Site and provide the Owner with written comments and/or corrections.
- iv. Maintenance Plan, Exhibit F. At the time Artist submits Artist's design for review by the Owner and as part of the Design Development Documents, Artist shall provide the Owner with a General Maintenance Plan for the Artwork, with a detailed description of future anticipated maintenance requirements; a recommended maintenance schedule; anticipated and required care and/or replacement/upgrade of any part of the Artwork and associated moving parts or equipment including any staff time involved in displaying or operating artwork and the frequency of such staff involvement; and written instructions and manufacturer's specifications for reasonably foreseeable maintenance and preservation activities relating to the Artwork. Artist shall also provide Owner with a description of all equipment and or machinery needed to operate the project (if applicable) and any anticipated or required staffing, supervision or operational needs. The Artwork must be durable, taking into consideration that the Site may be an unsecured public space that may be exposed to elements such as weather, temperature variation, and considerable movement of people and equipment. Artist shall ensure that all maintenance requirements will be reasonable in terms of time and expense. The Artist shall be responsible for making any updates or clarifications to this Maintenance Plan if the maintenance requirements and estimates change over the course of the design, fabrication and/or installation of the Artwork.
- v. Artist shall deliver a schedule describing Artist's specific timelines for completing the Artwork.



#### **1.4 Budget, Payment and Deliverables Schedule**

- a. Budget
  - i. The Artist shall prepare a budget, which shall include all goods, services and materials with such costs itemized. The Budget shall be attached to this Agreement as Exhibit B.
  - ii. Budget shall mean a specific and detailed document identifying the cost of completion of all work under this Agreement, including all modifications. The Budget shall include the costs for all design fees and costs; preliminary and final engineering requirements; materials and labor for fabrication, including Artist and subcontractors' costs; consultants, including engineers and specifications writers; transportation of Artwork; installation of Artwork, including any necessary permits; permits and licenses; required insurance; any sales tax; and a 5% contingency allowance. Calculation of the budget will take into consideration the possible inflation of service and material costs between the date of execution of this Agreement and the anticipated completion date.
  - iii. If the Artist incurs costs in excess of the amount listed in the budget, the Artist shall pay such excess from the Artist's own funds unless the Artist obtains approval in writing for such additional costs from the Owner (or such costs were the result of actions or inaction of the Owner).
- b. Payment Schedule
  - i. Artist's completion milestones and payment schedule is as set forth in Exhibit C, Payment Schedule, which is incorporated herein by reference.

#### **1.5 Schedule and Progress Reports**

- a. The Artist shall notify the Owner of the anticipated schedule for the fabrication, transportation and installation of the Artwork, including a schedule for the submission of progress reports and inspections if any required by Owner or permitting agency. The Schedule may be amended by written agreement. The Schedule of Deliverables must identify a specific date or timeframe for the completion of the Artwork. This Schedule of Deliverables is included as Exhibit G.
- b. The Artist shall inform the client of the progress of each phase of work completed under the Agreement.

#### **1.6 Fabrication Stage**

- a. The Artist shall fabricate and install the Artwork in substantial conformity with the Design. The Artist may not deviate from the approved design without written approval of the Owner.
- b. If the Artwork is being constructed on Site, the Artist shall avoid creating nuisance conditions arising out of the Artist's operations.
- c. The Artist shall be required to inspect the Site prior to the fabrication and installation of the Artwork and shall notify the Owner of any adverse Site conditions that will impact the installation of the Artwork and which are in need

of correction. Failure to do so by the Artist shall be deemed as an acceptance of the Site conditions.

- d. The Owner shall have the right to review the Artwork at reasonable times during the fabrication thereof upon reasonable notice.
- e. If the Owner, upon review of the Artwork, determines that the Artwork does not conform to the approved Final Design, the Owner reserves the right to notify the Artist in writing of the deficiencies and that the Owner intends to withhold the next budget installment within ten (10) days.
- f. The Artist will have thirty (30) days to cure the Owner's objections and will notify the Owner in writing of completion of the cure. The Owner shall promptly review the Artwork, and upon approval shall release the next budget installment. If the Artist disputes the Owner's determination that the Artwork does not conform, the Artist shall promptly submit reasons in writing to the Owner within five (5) business days of the Owner's prior notification to the contrary. The Owner shall make reasonable efforts to resolve the dispute with the Artist in good faith. However, final determination as to whether the Artist has complied with the terms of this Agreement shall remain with the Owner.
- g. The Artist shall notify the Owner in writing when the Artwork has been completed and that the Artwork is ready for delivery and installation at the Site if the Artwork was fabricated off-site.
- h. Prior to the transportation and installation of the Artwork, the Owner shall inspect the Artwork within ten (10) business days after receiving notification pursuant to paragraph (f) to determine that the Artwork conforms with the Final Design: give final approval of the fabricated Artwork and; authorize the installation of the Artwork at the Site. The Owner shall not unreasonably withhold final approval of the fabricated Artwork. In the event that the Owner does withhold final approval, the Owner shall submit the reasons for such disapproval in writing within ten (10) business days of examining the fabricated Artwork. The Artist shall then have thirty (30) days from the date of the Owner's notice of the disapproval to make the necessary adjustments to the fabricated Artwork in accordance with such writing. The Artist shall not be penalized for any delay in the delivery and installation of the Artwork to the Site unless the Artist has willfully and substantially deviated from the Design without the prior approval of the Owner. The Artist shall then be held responsible for any expenses incurred in correcting such deviation.
- i. The Owner shall promptly notify the Artist of any delays impacting installation of the Artwork. Any additional storage and insurance costs incurred by the Artist shall be borne by the Owner in the event that the delay is the caused by the Owner.
- j. The Artist shall take reasonable measures to protect or preserve the integrity of the Artwork with the application of a protective sealant, patina or anti-graffiti coating, if applicable, unless the Owner specifically disapproves of such.

## **1.7 Installation**

- a. Upon the Owner's final approval of the fabricated Artwork as being in conformity with the Design, the Artist shall deliver and install the completed Artwork to the Site in accordance with the schedule provided for in Section 1.5(a).
- b. The Artist will coordinate closely with the Owner to ascertain that the Site is prepared to receive the Artwork. Artist must notify Owner of any adverse conditions at the Site that would affect or impede the installation of the Artwork.
- c. The Artist is responsible for timely installation of the Artwork. Artist may not install the Artwork until authorized to do so by the Owner.
- d. The Artist shall be present to supervise the installation of the Artwork.
- e. Upon installation, the Artwork shall be deemed to be in the custody of the Owner for purposes of Article 3 and Article 5 of this Agreement, after which the Owner assumes liability for any damage to the Artwork or injury to persons or property caused by the Artwork or any activity related to the Artwork.
- f. Upon completion of the installation of the Artwork, the Artist shall provide the Owner with an updated maintenance manual, Exhibit F. The Owner is responsible for the proper care, maintenance, and preservation of the Artwork.

### **1.8 Approval and Acceptance**

- a. The Artist shall notify the Owner in writing when all services as required of both Parties by this Agreement prior to this paragraph have been completed in substantial conformity with the Design and contract documents.
- b. The Owner shall promptly notify the Artist in writing of its final acceptance of the Artwork within ten (10) business days after the Artist submitted written notice pursuant to paragraph (a) above. The effective date of final acceptance shall be the date the Owner submits written notice to the Artist of its final acceptance of the Artwork. The final acceptance shall be understood to mean that the Owner acknowledges completion of the Artwork in substantial conformity with the Design, and that the Owner confirms that all services as required of both Parties by this Agreement prior to paragraph (c) of this section have been completed. Title to the Artwork to the Owner passes upon final acceptance of the Artwork and final payment by Owner to Artist. If a regulatory agency must approve the completed Artwork, the Owner should move promptly to gain such approval as it will be a precondition to the Owner's ability to accept and approve the finished Artwork from the Artist.
- c. If the Owner disputes that all the services have been performed, the Owner shall notify the Artist in writing of those services the Artist has failed to perform within ten (10) business days after the Artist submitted written notice pursuant to paragraph (a) above. The Artist shall promptly perform those services indicated by the Owner.
- d. If the Artist disputes the Owner's determination that not all services have been performed, the Artist shall submit reasons in writing to the Owner within five (5) business days of the Owner's prior notification to the contrary. The Owner shall make reasonable efforts to resolve the dispute with the Artist in good faith. However, final determination as to whether all services have been performed shall remain with the Owner.



- e. Upon the resolution of any disputes that arise under paragraphs (c) and (d) of this Section, the Owner shall notify the Artist of its final acceptance of the Artwork pursuant to paragraph (b).

**Article 2. Terms of Agreement**

- a. Duration
  - i. This Agreement shall be effective on the date that this contract has been signed by both parties, and, unless terminated earlier pursuant to such provisions in the Agreement, shall extend until final acceptance by the Owner under Section 1.8(b), or submission of final payment to the Artist by the Owner under Exhibit C, whichever is later. Extension of time of performance hereunder may be granted upon the request of one party and the consent of the other thereto, which consent shall not be unreasonably withheld. Such extension shall be in writing, signed by both parties, and attached to the schedule described in Section 1.5(a).
- b. Force Majeure
  - i. The Owner shall grant to the Artist a reasonable extension of time in the event that conditions beyond the Artist's control render timely performance of the Artist's services impossible or unduly burdensome. All such performance obligations shall be suspended for the duration of the condition. Both parties shall take all reasonable steps during the existence of the condition to assure performance of their contractual obligations when the condition no longer exists. Failure to fulfill contractual obligations due to conditions beyond either Party's reasonable control will not be considered a breach of contract, provided that such obligations shall be suspended only for the duration of such conditions.

**Article 3. Risk of Loss**

The Artist shall bear the risk of loss or damage to the Artwork until the installation of the Artwork at the Site. The Artist shall take such measures as are reasonably necessary to protect the Artwork from loss or damage. The Owner shall bear the risk of loss or damage to the Artwork prior to final acceptance only if, during such time, the partially or wholly completed Artwork is in the custody, control or supervision of the Owner or its agent(s) for the purposes of transporting, storing, installing or performing other services to the Artwork.

**Article 4 Artist's Representations and Warranties**

**4.0 Warranties of Title**

The Artist represents and warrants that:

- a. the Artwork is solely the result of the artistic effort of the Artist;
- b. except as otherwise disclosed in writing to the Owner, the Artwork is unique and original and does not infringe upon any copyright or the rights of any person;
- c. the Artwork (or duplicate thereof) has not been accepted for sale elsewhere;
- d. the Artist has not sold, assigned, transferred, licensed, granted, encumbered or utilized the Artwork or any element thereof or any copyright related thereto which may affect or impair the rights granted pursuant to this Agreement;
- e. the Artwork is free and clear of any liens from any source whatsoever;

- f. all Artwork created by the Artist under this Agreement, whether created by the Artist alone or in collaboration with others shall be wholly original with the Artist and shall not infringe upon or violate the rights of any third party;
- g. the Artist has the full power to enter into and perform this Agreement and to make the grant of rights contained in this Agreement;
- h. all services performed hereunder shall be performed in accordance with all applicable laws, regulations, ordinances, etc. and with all necessary care, skill, and diligence;
- i. these representations and warranties shall survive the termination or other extinction of this Agreement.

#### **4.1 Warranties of Quality and Condition**

- a. The Artist represents and warrants that all work will be performed in accordance with professional “workmanlike” standards and free from defective or inferior materials and workmanship (including any defects consisting of “inherent vice,” or qualities that cause or accelerate deterioration of the Artwork) for one (1) year after the date of final acceptance by the Owner under Section 1.8(b).
- b. The Artist represents and warrants that the Artwork and the materials used are not currently known to be harmful to public health and safety.
- c. The Artist represents and warrants that reasonable maintenance of the Artwork will not require procedures substantially in excess of those described in the maintenance and preservation recommendations submitted by the Artist pursuant to Section 1.7(f).
- d. If within one (1) year after final acceptance of the Artwork the Owner observes any breach of warranty described in this Section 4.2, the Artist shall cure the breach promptly, satisfactorily and consistent with professional conservation standards, at no expense to the Owner. The Owner shall give notice to the Artist of such breach with reasonable promptness. However, if Artist did not disclose this risk of breach in the Proposal and Maintenance and Conservation manual, and if breach is not curable by Artist, the Artist is responsible for reimbursing the Owner for damages, expense and loss incurred by the Owner as a result of the breach of warranty. However, if the Artist disclosed the risk of this breach in the Proposal and Maintenance and Conservation manual and the Owner accepted that it may occur, as indicated by the written final acceptance of the artwork, it shall not be deemed a breach for purposes of this Section 4.2 of this Agreement.
- e. If after one (1) year following final acceptance of the Artwork the Owner observes any breach of warranty described in this Section 4.2 that is curable by the Artist, the Owner shall contact the Artist to make or supervise repairs or restorations at a reasonable fee during the Artist’s lifetime. The Artist shall have the right of first refusal to make or supervise repairs or restorations. Should the Artist be unavailable or unwilling to accept reasonable compensation under the industry standard, the Owner may seek the services of a qualified restorative conservator and maintenance expert.
- f. The foregoing warranties are conditional, and shall be voided by the failure of the Owner to maintain the Artwork in accordance with the Artist’s specifications and the applicable conservation standards. If the Owner fails to maintain the Artwork

in good condition, the Artist, in addition to other rights or remedies the Artist may have in equity or at law, shall have the right to disown the Artwork as the Artist's creation and request that all credits be removed from the Artwork and reproductions thereof until the Artwork's condition is satisfactorily repaired.

## **Article 5 Insurance**

### **5.1 General**

- a. The Artist acknowledges that until final acceptance of the Artwork under Section 1.8(b), any injury to property or persons caused by the Artist's Artwork or any damage to, theft of, vandalism to, or acts of God affecting the Artist's Artwork are the sole responsibility of the Artist, including, but not limited to, any loss occurring during the creation, storage, transportation or delivery of the Artist's Artwork, regardless of where such loss occurs.
- b. Terms for the procurement and duration of insurance are provided in Exhibit D.
- c. Required insurance policies are described in Exhibit D.

### **5.2 Indemnity**

- a. The Artist shall indemnify, defend and hold harmless the Owner and its affiliates, and each of their respective members, managers, directors, officers, agents, and employees, from any loss, cost, liability or expense (including reasonable attorneys' fees and costs) arising out of or resulting from Artist's performance of the services hereunder, the negligence or willful misconduct of Artist or anyone acting by, through or on behalf of Artist, or the breach of this Agreement by Artist.
- b. The Owner shall indemnify, defend and hold harmless the Artist and its affiliates, and each of their respective members, managers, directors, officers, agents, and employees, from any loss, cost, liability or expense (including reasonable attorneys' fees and costs) arising out of or resulting from the negligence or willful misconduct of Owner or anyone acting by, through or on behalf of Owner, or arising out of or resulting from the breach of this Agreement by Owner.
- c. Each Party shall immediately notify the other of any written claim regarding any matter resulting from or relating to the Party's obligations under this Agreement. Each Party shall cooperate, assist, and consult with the other in the defense or investigation of any such claim arising out of or relating to the performance of this Agreement.
- d. The indemnification provisions in this Section shall survive the termination or expiration of this Agreement.
- e. Notwithstanding any provision of this Agreement to the contrary, no Party shall recover from a Party to this Agreement in an action, of whatever nature, in contract or tort, any consequential or incidental damages, lost profits, or any type of expectancy damages.

## **Article 6 Ownership and Intellectual Property Rights**

### **6.1 Title**

Title to the Artwork shall pass to the Owner upon the Owner's written final acceptance and payment for the Artwork pursuant to Section 1.8(b) and Exhibit B.



## **6.2 Ownership of Documents**

One set of presentation materials prepared by Artist and submitted to Owner under this Agreement shall be retained by Owner.

## **6.3 Copyright Ownership**

The Artist retains all rights under the Copyright Act of 1976, 17 U.S.C. §101 et seq., as the sole author of the Artwork for the duration of the copyright.

## **6.4 Reproduction Rights**

- a. In view of the intention that the final Artwork shall be unique, the Artist shall not make any additional exact duplicate [three-dimensional] reproductions of the final Artwork, nor shall the Artist grant permission to others to do so except with the written permission of the Owner. However, nothing shall prevent the Artist from creating works in the Artist's manner and style of artistic expression.
- b. The Artist grants to the Owner and its assignees an irrevocable license to make two-dimensional reproduction of the Artwork for non-commercial purposes, including, but not limited to, reproductions used in brochures, media publicity, and exhibition catalogues or other similar publication provided that these rights are exercised in a tasteful and professional manner.
- c. All reproductions by the Owner shall contain a credit to the Artist and a copyright notice in substantially the following form: © [Artist's name, date of publication].
- d. The Artist shall use his best efforts in any public showing or resume use of reproductions to give acknowledgment to the Owner in substantially the following form: "An original artwork owned and commissioned by the Owner."
- e. The Artist shall, at the Artist's expense, cause to be registered with the United States Electronic Copyrights Office, Library of Congress, [www.copyright.gov/registration/](http://www.copyright.gov/registration/), a copyright in the Artwork in the Artist's name.
- f. If the Owner wishes to make reproductions of the Artwork for commercial purposes including, but not limited to, tee shirts, post cards and posters, the Parties shall execute a separate agreement to address the terms of the license granted by the Artist and the royalty the Artist shall receive.

## **Article 7 Artist's Rights**

### **7.1 General**

- a. The Artist retains all rights under state and federal laws including §106A of the Copyright Act of 1976.
- b. The Owner agrees that it will not intentionally alter, modify, change, destroy or damage the Artwork without first obtaining permission from the Artist. The Owner further agrees to take reasonable measures to avoid these from occurring from the gross negligence of the Owner, its representatives, or employees pursuant to the federal Visual Artists' Rights Act.
- c. If any alteration or damage to the Artwork occurs, the Artist shall have the right to disclaim authorship of the Artwork in addition to any remedies he/she may have in law or equity under this contract. Upon written request, the Owner shall remove all attributive references to the Artist at its own expense within sixty (60)

days of receipt of the notice. No provision of this Agreement shall obligate the Owner to alter or remove any such attributive reference printed or published prior to the Owner's receipt of such notice. The Artist may take such other action as the Artist may choose in order to disavow the Artwork.

## **7.2 Alteration of Site or Removal of Artwork**

- a. The Owner shall notify the Artist in writing upon adoption of a plan of construction or alteration of the Site which would entail removal or relocation of the Artwork which might result in the Artwork being destroyed, distorted or modified. The Artist shall be granted the right of consultation regarding the removal or relocation of the Artwork. If the Artwork cannot be successfully removed or relocated as determined by the Owner, the Artist may disavow the Artwork or have the Artwork returned to him at his expense.
- b. The Artwork may be removed or relocated or destroyed by the Owner should the Artist and the Owner not reach mutual agreement on the removal or relocation of the Artwork after a period not to exceed ninety (90) days after written notice to the Artist. During the ninety (90) day period, the parties shall engage in good faith negotiations concerning the Artwork's removal or relocation.
- c. In the event of changes in building codes or zoning laws or regulations that cause the Artwork to be in conflict with such codes, laws or regulations, the Owner may authorize the removal or relocation of the Artwork without the Artist's prior permission. In the alternative, the Owner may commission the Artist by a separate agreement to make any necessary changes to the Artwork to render it in conformity with such codes, laws or regulations.
- d. If the Owner reasonably determines that the Artwork presents an imminent hazard to the public, other than as a result of the Owner's failure to maintain the Artwork as required under this Agreement, the Owner may authorize the removal of the Artwork without the prior approval of the Artist.
- e. This clause is intended to replace and substitute for the rights of the Artist under the Visual Artists' Rights Act to the extent that any portion of this Agreement is in direct conflict with those rights. The Parties acknowledge that this Agreement supersedes that law to the extent that this Agreement is in direct conflict therewith.

## **Article 8 Artist as an Independent Contractor**

The Artist agrees to perform all work under this Agreement as an independent contractor and not as an employee of the Owner. The Artist acknowledges and agrees that the Artist shall not hold himself out as an authorized agent of the Owner with the power to bind in any manner.

The Artist shall provide the Owner with the Artist's Tax Identification number and any proof of such number as requested by the Owner.

## **Article 9 Assignment of Artwork**

The work and services required of the Artist are personal and shall not be assigned, sublet or transferred. Any attempt by the Artist to assign this Agreement or any rights, duties or obligations arising hereunder shall be void and of no effect unless prior written consent is given

by the Owner. The Owner shall have the right to assign or transfer any and all of the Owner's rights and obligations under this Agreement without the Artist's consent if ownership of the Site is transferred.

**Article 10 Termination**

- a. Either Party may terminate this Agreement without recourse by the other where performance is rendered impossible or impracticable for reasons beyond such Party's reasonable control such as, but not limited to, acts of nature; war or warlike operation; superior governmental regulation or control; public emergence; or strike or other labor disturbances. Notice of termination of this Agreement shall be given to the non-terminating party in writing not less than ten (10) business days prior to the effective date of termination.
- b. The Owner may terminate this Agreement without cause upon thirty (30) days written notice to the Artist. The Owner shall pay the Artist for services performed and commitments made prior to the date of the termination, consistent with the schedule of payments set forth in Exhibit C of this Agreement. The Artist shall have the right to an equitable adjustment in the fee for services performed and expenses incurred beyond those for which the Artist has been compensated to date under Exhibit C with allowance for documented lost opportunities, unless the parties come to a settlement otherwise. The Artist shall retain possession and title to the studies, drawing, designs, maquettes, and models already prepared and submitted or prepared for submission to the Owner by the Artist under this Agreement prior to the date of termination.
- c. If either party to this agreement 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 specifying the grounds for termination. The defaulting party shall have fifteen (15) days after the effective date of the notice to cure the default. If it is not cured by that time, this Agreement shall terminate.
- d. In the event of a default hereunder, the non-defaulting party shall have all rights and remedies at law or in equity arising due to such breach; provided, however, that under no circumstances shall either party be liable for consequential, special or punitive damages, including damages for lost profits.
- e. If the Artist defaults for cause other than death or incapacitation, in addition to Owner's other rights and remedied, the Artist shall return to the Owner all funds provided by the Owner in excess of the expenses already incurred. The Artist shall provide an accounting of these expenses. 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 be retained by the Artist, and the Artist shall retain the copyright in the Artwork and all rights under Article 7 and Article 8.
- f. Upon notice of termination, the Artist and his subcontractors shall cease all services affected.



**Article 11 Death or Incapacity**

- a. If the Artist becomes unable to complete this Agreement due to death or incapacity, such death or incapacity will not be deemed a breach of this Agreement or a default on the part of the Artist for purposes of Article 10.
- b. In the event of incapacity, the Artist shall assign his obligations and services under this contract to another artist provided that the Owner approves of the new artist and so agrees in writing. If the Owner does not agree, the Owner may elect to terminate this Agreement. The Artist shall retain all rights under Article 6 and Article 7. The Artwork and any reproductions thereof shall contain a credit to the Artist and a copyright notice in substantially the following form: © [Artist's name, date of publication].
- c. In the event of death, this Agreement shall terminate effective the date of death. The Artist's heirs shall retain rights under Article 6 and Article 7. The Artist's executor shall deliver to the Owner the Artwork in whatever form or degree of completion it may be in at the time. Title to the Artwork shall then transfer to the Owner. However, the Artwork shall not be represented to be the completed work of the Artist unless the Owner is otherwise directed by the Artist's heirs.

**Article 12 Notices and Documents**

Notices under this Agreement shall be delivered personally, by overnight courier, through U.S. mail, postage prepaid, or by facsimile or email to the addresses stated below, or to any other address as may be noticed by a Party:

For the Owner:

Oak Knoll Venture Acquisition LLC  
2392 Morse Avenue  
Irvine, CA 92614  
Attention: Mr. David Soyka  
Facsimile: (949) 777-4050  
Email: dsoyka@argentmanagementllc.com

For the Artist:

D. Yoshikawa Wright  
Db a Yoshikawa  
6190 Temple Hill Drive  
Los Angeles, CA 90068  
Attention: Yoshikawa  
Email: yoshistone@aol.com  
Studio: (323) 462-7139  
Cell: (818) 768-4138

Notice shall be deemed given on the date personally delivered or sent by facsimile or email, or, if mailed, three (3) days after the postmarked date.

### **Article 13 Waiver**

The Parties agree that a waiver of any breach or violation of any term or condition of this Agreement shall not be deemed to be a waiver of any other term or condition contained herein or a waiver of any subsequent breach or violation of the same or any other term or condition.

### **Article 14 Conflict of Interest**

The Artist and Owner shall avoid all conflicts of interest or appearance of conflicts of interest in the performance of this Agreement.

### **Article 15 Arbitration**

If, during the creation of the Artwork, its installation and subsequent existence, either Party breaches this Agreement, each Party agrees to submit to arbitration upon the request of the other Party provided that the breach is not cured within the cure periods set forth in this Agreement.

If an ambiguity arises regarding this Agreement upon which the Parties cannot agree or a dispute arises as to the completion of a provision, the Parties shall submit to arbitration.

In the event of any dispute regarding or pertaining to this Agreement, the prevailing party in such dispute, as decided by the arbitrator, shall be entitled to reasonable attorneys' fees incurred by such party in connection with such dispute.

### **Article 16 Amendments**

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

### **Article 17 Conflict with the Law**

If any term, covenant, condition or provision of this Agreement, or the application thereof to any person or circumstance, shall be held by a court of competent jurisdiction or arbitration panel to be in conflict with the laws, rules and/or regulations of the United States or the State of California, invalid, void or unenforceable, the remainder of the terms, covenants, conditions or provisions of this Agreement, or the application thereof to any person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby to the extent the remainder of the terms, covenants, conditions or provisions of this Agreement are capable of execution.

### **Article 18 Choice of Law**

This contract shall be governed by the laws of the State of California both as to interpretation and performance.

### **Article 19 Entire Agreement**

This Agreement, including the exhibits, comprises all of the covenants, promises, agreements and conditions between the Parties. No verbal agreements or conversation between the Parties prior to the execution of this Agreement shall affect or modify any of the terms or obligation.

For Owner:

Oak Knoll Venture Acquisition, LLC

By: \_\_\_\_\_  
Its: \_\_\_\_\_

\_\_\_\_\_  
Date

For Artist:

\_\_\_\_\_  
D. Yoshikawa Wright

\_\_\_\_\_  
Date



**Exhibit A**  
**Description of Project**

*yoshikawa*

The theme for the Oak Knoll Creekside Entry Park is based on the concept of connection(s).

Connection: the act of connecting; the state of being connected.

Connect: join (one thing with another)

Derivation: com- with, nectere bind

Listening to the experiences of the four veterans reflected the words and sentiments offered up by the panel. The veteran's ability to help, exemplify the noblest qualities of man. Searching for a common denominator which embodies these altruistic characteristics, a concept emerged relating to the idea of connection(s). It is through connection(s) that one is healed or made whole.

Using connection as a metaphor, a granite sculpture will be created utilizing the forms of puzzle pieces to represent implied or potential connection or actual connection.

Other elements proposed for the park will be a sculptural table with seating and sculptural benches. Each of these elements will have portions of a puzzle piece carved into the stone to create a continuity for the three sculpture sites.

*yoshikawa*

## Overall concept for Oak Knoll Creekside Entry Park

In order to make the path through the park more focused for interpretation and visually dynamic, earth berms (mounds) are being utilized to create a sensual undulating landscape. The berms will vary in size and height with some being grass-covered which will be inviting for children and adults as play areas. Other berms will be planted with native plants and flowers to create a sense of regional environment. Another important purpose for the berms is to mitigate some of the sound from the nearby highway and provide visual separation for park guests. The berms will be shaded by trees which will also act as a canopy for the three cul-de-sacs which present the key works of sculpture.

The first cul-de-sac as you enter from Creekside Parkway will feature a granite sculptural table with seating elements. The puzzle shaped table top will be approximately nine feet in length. Each end will be fitted into large boulders. The overall dimension will be approximately thirteen to fourteen feet in length. The seating will consist of stone benches and 'chair'. An area of the table will be designed for ADA access.

The second cul-de-sac will have two sculptural benches. The dimensions are approximately H3' x W8' x D14". These two benches will flank a large Heritage Oak.

The third cul-de-sac which is closest to Mountain Blvd will showcase the granite puzzle sculpture. The sculpture is comprised of two components. Each component is approximately H6' x W6' x D2'. The overall dimensions will be approximately H6' x W12' x D27".

As participants in the park become more familiar the sculptural sites, the hope and aspiration is that the puzzle motif will intimate the idea of connection and relationship.



Sculpture Site 1





*Sculpture Site 2*



*Sculpture Site 3*



*Sculpture Site 3*

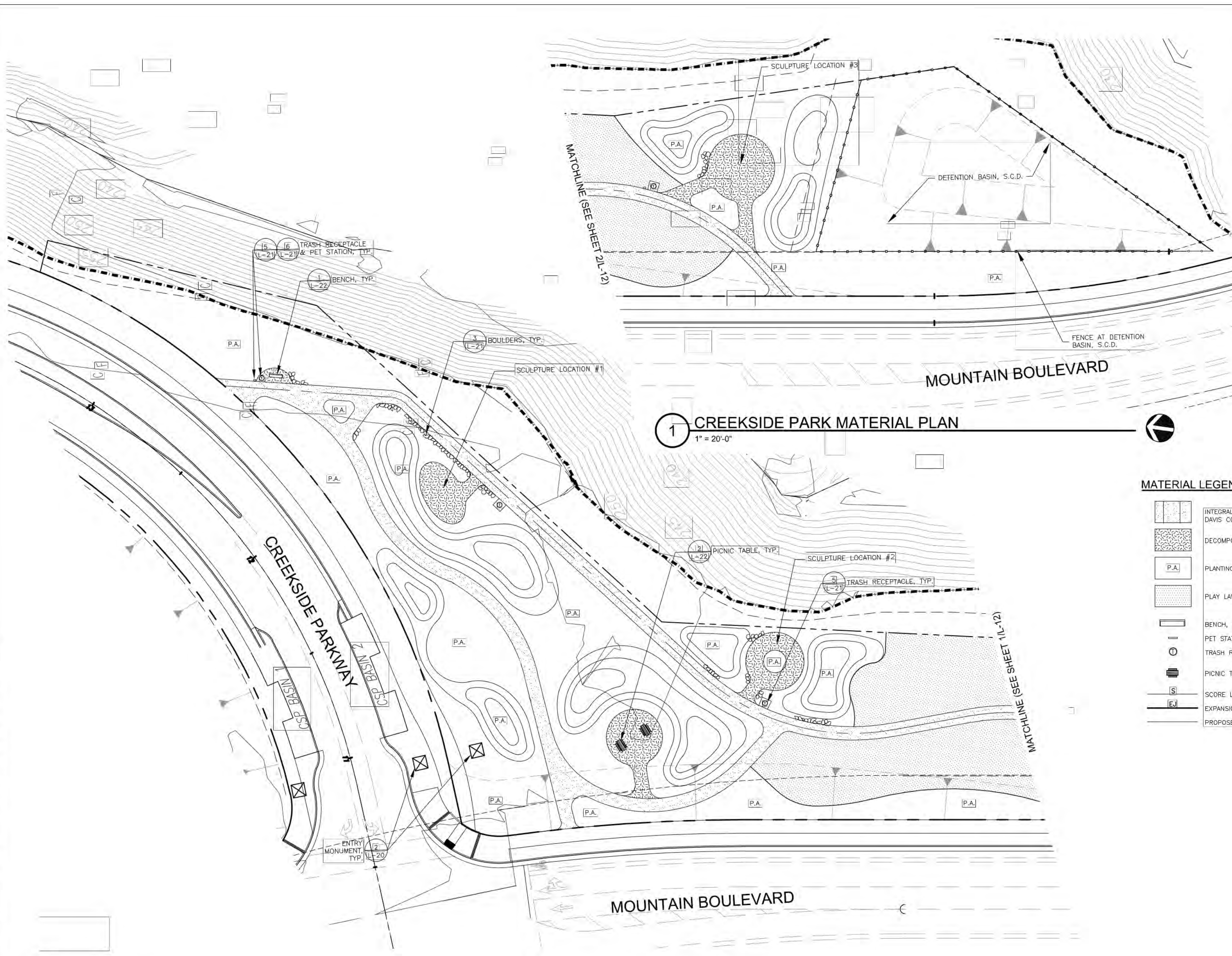


Client:

Project Partners:

Stamp:

ALL DRAWN AND WRITTEN MATERIAL APPEARING HEREIN ARE COPYRIGHTED © CONSTITUTE ORIGINAL AND UNPUBLISHED WORK OF THE LANDSCAPE ARCHITECT, AND MAY NOT BE DUPLICATED, USED OR DISCLOSED WITHOUT WRITTEN CONSENT OF THE LANDSCAPE ARCHITECT.



**1 CREEKSIDE PARK MATERIAL PLAN**  
 1" = 20'-0"

**MATERIAL LEGEND**

- INTEGRAL COLORED CONCRETE PAVING  
DAVIS COLORS "SANDSTONE" 5237
- DECOMPOSED GRANITE PAVING
- PLANTING AREA, SEE PLANTING PLAN
- PLAY LAWN, SEE PLANTING PLAN
- BENCH, TYP.
- PET STATION, TYP.
- TRASH RECEPTACLE, TYP.
- PICNIC TABLE
- SCORE LINE
- EXPANSION JOINT
- PROPOSED CONTOUR LINE

**OAK KNOLL-PHASE 1**

No.	Date	Description

**CREEKSIDE PARK MATERIAL/LAYOUT PLAN**

Date	JUNE 26, 2017
Scale	AS SHOWN
Drawn	DP
Check	CK
Sheet	

**L-12**

**2 CREEKSIDE PARK MATERIAL PLAN**  
 1" = 20'-0"

F:\Oak Knoll\SUN\DWG - Oak Knoll\LP - Material Plan.dwg Print Mon Jun 26, 2017 - 10:42 am



**Exhibit B**  
**Oak Knoll Creekside Entry Park Budget**

<b>GENERAL</b>		
Artist Design Fee (20% maximum)	\$40,000.00	
Professional Fees	0	
Architect	0	
Structural Engineer	\$1,500.00	
Insurance	0	
General Liability	\$500.00	
Workers' Compensation	0	
Automobile Liability	\$400.00	
Documentation	0	
Photographer	\$500.00	
Process documentation	\$350.00	
<b>GENERAL TOTAL</b>		<b>\$43,250.00</b>
 <b>FABRICATION</b>		
Preparatory Materials		
Shop drawings	\$1,200.00	
Templates	\$750.00	
Materials	\$15,000.00	
Fabrication	0	
Labor	\$62,300.00	
Sub-contractors	0	
Fabricators	0	
Tools and Equipment	\$500.00	
Storage	\$2,000.00	
<b>FABRICATION TOTAL</b>		<b>\$81,750.00</b>
 <b>INSTALLATION</b>		
Delivery and project/components	\$30,000.00	
Labor and sub-contractors	\$10,000.00	
Site preparation	0	
Excavation	\$5,000.00	
Footings	\$10,000.00	
Other	\$10,000.00	
<b>INSTALLATION TOTAL</b>		<b>\$65,000.00</b>
<b>SUB TOTAL</b>		<b>\$190,000.00</b>
<b>CONTINGENCY (5-10% of budget)</b>		<b>\$10,000.00</b>
<b>TOTAL</b>		<b>\$200,000.00</b>

**Exhibit C**  
**Payment Schedule**

The Owner shall pay the Artist a fixed fee of \$200,000.00, which shall constitute full and complete compensation for all the services performed and material furnished by the Artist under this Agreement. Payment shall be made in accordance with the following scheduled installments, each installment representing full and final payment for all services and material provided prior to payment thereof:

- a. \$30,000.00 upon the execution of this Agreement, [recognizing that the Artist will invest time and expense in preparing the Design as set forth under Section 1.3;
- b. \$5,000.00 upon submission of the Design as set forth under Section 1.3
- c. \$4,500.00 upon the Owner's notification to the Artist of its approval of the Design as set forth under Section 1.3]; alternately, upon permitting of construction documentation since there's not a required owner approval of final drawings in 1.3
- d. \$80,000.00 upon commencement of fabrication
- e. \$40,000.00 upon completion of 50% of the fabrication
- f. \$20,000.00 upon completion of the fabrication and when the Artwork is ready for delivery and installation at the Site as set forth under Section 1.5(f);
- g. \$500.00 upon delivery by Artist to the Owner of Maintenance Manual with written instructions for the maintenance and preservation of the Artwork under Section 1.7(f)
- h. \$20,000.00 upon final acceptance of the Artwork by the Owner as set forth under Section 1.8(b) and approval by the regulatory agency.



## Exhibit D

### Insurance

#### **General**

- a. The Artist shall procure and maintain for the duration of this Agreement, at the Artist's expense, insurance in the kinds and amounts as provided in this Exhibit with insurance companies authorized to do business in California. Such insurance shall cover the Artist's agents, contractors, subcontractors and employees. The Owner and any affiliates or other parties named by Owner shall be named as additional insureds. The coverage shall contain no special limitations on the scope of protection afforded such additional insureds.
- b. The Artist and the Artist's subcontractors' insurance coverage shall be the primary insurance as respects the Owner and other additional insureds. Any insurance or self-insurance maintained by the Owner or other such additional insureds shall be in excess of the Artist's or the Artist's subcontractor's insurance and shall not contribute to the Artist's or the Artist's subcontractor's insurance. The coverage shall state that the Artist's or the Artist's subcontractors' insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- c. Prior to undertaking any work under this Agreement, the Artist, at no expense to the Owner, shall furnish to the Owner a certificate of insurance with original endorsements affecting coverage for each of the insurance policies provided in this Exhibit. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates must be current and the Artist must submit replacement or renewal certificates of insurance for all the policies expiring during the term of this Agreement. Each certificate shall clearly indicate that the Artist has obtained insurance in the type, amount and classification as specified in this Exhibit and that no material changes, cancellation, suspension or reduction in limits of insurance shall be effective except after thirty (30) days' prior written notice to the Owner. Each certificate shall indicate that the subcontractors are additionally insured or the Artist shall furnish separate certificates for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated in this Agreement, including, but not limited to, naming the parties as additional insureds.
- d. Any deductibles or self-insured retentions must be declared to, and approved by, the Owner. At the option of the Owner, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Owner, its officials, employees, agents and contractors; or the Artist shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses in the amount of \$1,000,000.
- e. Despite any changes to or cancellation of insurance, the Artist remains responsible for maintaining the required insurance coverage for the duration of the Agreement.
- f. Failure of the Artist to comply with any of the terms of this Exhibit D shall be considered a material breach of this Agreement and cause for its termination, subject to any notice and cure provisions provided in the Agreement.

## Insurance Policies

- a. Commercial General Liability insurance policy, written on an occurrence form, including all the usual coverage known as:
  1. premises/operations liability
  2. products/completed operations
  3. personal/advertising injury
  4. contractual liability
  5. broad-form property damage
  6. independent contractor's liabilitySaid policy must provide the following minimum coverage:
  1. \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.
  2. \$2,000,000 annual aggregate.
- b. Automobile liability insurance policy, including coverage for owner, non-owner, leased or hired vehicles, providing the following minimum coverage:
  1. bodily injury liability of \$50,000 for each person,
  2. \$300,000 per occurrence,
  3. property damage liability of \$25,000 for each occurrence.

The Artist agrees to keep in good standing a valid driver's license at all times during the term of this Agreement.

- c. [Transportation/Cartage insurance all risk. Coverage must include loading, transportation and unloading of the Artwork. If the Artwork is to be loaded, transported or unloaded by a person or entity other than the Artist, the insurance coverage must cover that person or entity. The minimum limit shall be the total amount of compensation paid to Artist through the date of loading under Exhibit B.]
- d. [All Risk Installation insurance which covers physical damage to or destruction of the Artwork. If the Artwork is to be installed by a person or entity other than the Artist, the insurance coverage must cover that person or entity. The minimum limit shall be the total amount of compensation paid to the Artist through the date of the beginning of the installation of the Artwork under Exhibit B.]
- e. [Worker's Compensation and Employers' Liability insurance in accordance with the statutory requirements of the State of \_\_\_\_\_ providing coverage for any and all employees of Artist. The Artist shall require all subcontractors to carry this coverage also. The minimum coverage for the Worker's Compensation and Employers' Liability insurance shall be \$[100,000].
- f. If, however, the Artist does not have any employees as defined by state statutes and regulations and does not wish to cover himself for Worker's Compensation, the Artist shall sign the following statement:

["I do not have, nor intend to have for the full term of this Agreement, any employees. Furthermore, I do not wish to obtain or be covered under any Worker's Compensation insurance coverage and, therefore, am signing this statement in lieu of providing the above require Worker's Compensation coverage."]

---

(Artist's signature)

---

(Print Artist's name)]

The requirement for Worker's Compensation and Employers' Liability insurance shall be waived in writing upon submission of this signed statement by the Artist to the Owner.

- g. Artist will be responsible for obtaining Professional Errors and Omissions coverage for services provided by licensed engineers and architects with a general aggregate limit of \$1,000,000 and for assuring engineers and other experts have appropriate Professional Errors and Omissions coverage or name them as additional insureds to the policy of the Artist.



## Exhibit E

### City of Oakland Cultural Arts Programs Economic & Workforce Development Department

#### PUBLIC ART FOR PRIVATE DEVELOPMENT CHECKLIST FOR ON-SITE ART PROJECTS

#### SUPPLEMENTAL INFORMATION PACKET - TO BE SUBMITTED PRIOR TO OR CONCURRENT WITH BUILDING PERMIT APPLICATION

- 1. Updated construction valuation** {including basis for valuation verified by Building Services staff.}
  - 2. Artwork budget** (including enumeration of any consultant fees.)
  - 3. Value of artwork** to be placed on site
  - 4. Artist resume or C.V. and 3-5 examples of past work**
  - 5. Artist's contract** (including project scope, schedule, materials and methods, etc.)
  - 6. Visual proposal** (Digital file and 1.1. x 17 in., color rendering of the proposed artwork / design.) \*
  - 7. Project site plan, site photos and project mock-up** (Digital mockup or rendering indicating proposed artwork location within the development -to scale and in relation to all surroundings including landscaping, public right-of-way, street frontage, parking lots, etc.) \*
  - 8. Artist's statement and description of proposed artwork** (including conceptual approach and other relevant design information; roles and responsibilities of all art project partners.) \*
  - 9. Materials** (include samples or photo documentation of samples.) \*
  - 10. Maintenance Plan** \*
  - 11. Programming Plan** (If applicable- for Alternative Compliance proposals including on-site art exhibit or cultural programming space.)
  - 12. Planning and Building Documentation Requirements** (List of anticipated Building Services requirements, including additional signage and building permits, insurance, etc.)
  - 13. Optional: Community outreach documentation** (Or other indication of support for project from neighboring community.)
- \* Items may be included as part of the artist's contract materials for staff review.

Contact your assigned Case Planner with questions regarding overall design review, project budget calculations and permits.

**Certificate of Occupancy will not be issued until all items listed above and proof of artwork installation are received.**

Contact Public Art staff with questions and more information regarding the public Art requirements:

Kristen Zarernba, Acting CulturalArts Manager: [kzaremba@oaklandnet.com](mailto:kzaremba@oaklandnet.com) 510-238-2155  
Economic & Workforce Development Department  
[www.oaklandculturalarts.org](http://www.oaklandculturalarts.org)

Exhibit F  
Maintenance Plan

Oak Knoll Public Art Preliminary Maintenance Report  
August 23, 2017

I. Introduction

Owner requested that public art consultant Philip Dow and artist Yoshikawa confer to make preliminary recommendations to ensure the well-being and necessary maintenance of the Oak Woodland public art elements. This draft report outlines those steps and will be finalized and described in greater detail as the plans for the public artworks are further refined.

II. Overview

The Artist has proposed original public art concepts for the Oak Knoll Creekside Entry Park located at the corner of Mountain Blvd. and Creekside Parkway, Oakland, CA 94605. This preliminary draft maintenance plan is based on Exhibit A and in person conversations between Dow and Yoshikawa.

III. Recommendations regarding the care of the public art elements

Maintenance will be dependent on original materials used, site location and aesthetic significance to be retained as per artists' wishes.

1. Anticipated original materials:

A. Granite

B. Source

- 1) Academy Granite Quarry, 14147 Tollhouse Road, Clovis, CA 93619
- 2) BNI, 9001 Cajalco Road, Corona, CA 92881

C. Finish

- 1) Hand tooled and natural surfaces

D. Coatings

- 1) Recommend
  - a. Miracle Cover – Graffiti Guard
    - i. Apply based on manufacturers recommendation and with consultation with artist.

D. Site preparation

- 1) Foundations or footings TBD – to be submitted for review
- 2) Recommend designs for drainage away from artwork

2. Site Location

- A. Review for proximity of other trees or vegetation that can contribute to dripping sap, birds waste

### 3. Aesthetic Significance Statement

#### B. Recommend artist statement to address:

- 1) The long-term aesthetic intent for the stone sculpture is to let them weather naturally.
- 2) The only maintenance would be if the stones are tagged

### 4. Anticipated Maintenance

#### A. Inspections—TBD

- 1) Inspect monthly for anomalies by regular cleaning staff
- 2) Report unusual anomalies to maintenance supervisor
- 3) Maintenance supervisor to consult with outdoor public art conservator for conditions or treatments other than noted below.
- 4) Any alteration to the surfaces such as re-polishing, changing lighting other than replacing in kind, or any other repairs must be pre-approved by the artists in accordance with the original contract and any applicable artist's rights laws.

#### B. As Needed

- 1) Gum
  - a. Freeze with bag of crushed ice if possible
  - b. Scrape off with plastic or wood spatula
  - c. Option A:
    - i. Use pressure washer up to 1500 psi
- 2) Graffiti
  - a. Remove with pressure wash up to 15000 psi.
  - b. Do not use any other graffiti removal products without first consulting an outdoor public art conservator
- 3) Bird droppings
  - a. Clean with cold or hot water pressure up to 1500 psi
  - b. Use no other cleaners
  - c. Follow environmental regulations regarding bird nests
- 4) Drinks (soda, coffee, wine, beer)
  - d. Rinse immediately or at least within 8 -hours (end of day) with water (many drinks contain acids that can etch metals)
- 5) Scratches
  - a. Removal to be done by original fabricators, conservator or similarly qualified individuals.
  - b. Remove surface scratches must be done in a manner that preserves the original surface texture and finish.



EXHIBIT G  
SCHEDULE OF DELIVERABLES

OAK KNOLL CREEKSIDE ENTRY PARK PUBLIC ART

Contract agreement	TBD
Exhibit A approval by owner	10 days from above
Final Design	TBD
Artist development of construction documents	TBD
Artist submittal of construction documents	TBD
Artist submittal of technique samples	TBD
Artist review of architect's construction documents	TBD
Artist review and amendment of maintenance plan	TBD
Artist submittal of timeline	TBD
Commence work and order materials	TBD
Fabrication	TBD
Owner progress review	TBD
Artist notification of fabrication completion	TBD
Owner review prior to delivery	10 days from above
Delivery and installation	TBD
Artist notification of installation completion	TBD
Artist submittal of as-built drawings	TBD
Artist submittal of final maintenance plan	TBD
Owner approval	10 days from above

## Maintenance Plan

### Oak Knoll Creekside Entry Park Public Art Maintenance Report July 11, 2019

#### I. Introduction

Owner requested that public art consultant Philip Dow and artist Yoshikawa confer to make recommendations to ensure the well-being and necessary maintenance of the Creekside Entry Park public art elements. This draft report outlines those steps and will be finalized and described in greater detail as the plans for the public artworks are further refined.

#### II. Overview

The Artist has proposed original public art concepts for the Oak Knoll Creekside Entry Park located at the corner of Mountain Blvd. and Creekside Parkway, Oakland, CA 94605. This maintenance plan is based on the drawings and renderings prepared by Yoshikawa and in person conversations between Dow and Yoshikawa.

#### III. Recommendations regarding the care of the public art elements

Maintenance will be dependent on original materials used, site location and aesthetic significance to be retained as per artists' wishes.

##### 1. Anticipated original materials:

###### A. Granite

###### B. Source

- 1) Academy Granite Quarry, 14147 Tollhouse Road, Clovis, CA 93619
- 2) BNI, 9001 Cajalco Road, Corona, CA 92881

###### C. Finish

- 1) Hand tooled and natural surfaces

###### D. Coatings

- 1) Recommend
  - a. Miracle Cover – Graffiti Guard
    - i. Apply based on manufacturers recommendation and with consultation with artist.

###### E. Site preparation

- 1) Foundations or footings. See Structural Engineers Collaborative, Oak Knoll Phase 1, Creekside Park Foundation for Sculpture, Sheets S2.0 and S2.1.
- 2) Recommend designs for drainage away from artwork. See PGA Landscape, Oak Knoll Creekside Park Materials and Layout, Sheet L-302.

##### 2. Site Location

- A. Review for proximity of other trees and/or vegetation that can contribute to dripping sap, organic litter, and birds waste.

- 1) Tree canopies of the landscaped Creekside Park may eventually shadow some of the sculpture. However, the artist doesn't anticipate tree litter, sap, or bird waste to be a significant problem.

### 3. Aesthetic Significance Statement

A. The long-term aesthetic intent for the stone sculpture is to let them weather naturally.

- 1) The only maintenance would be if the stones are tagged. See 1.D above.

### 4. Anticipated Maintenance provided by Oak Knoll Community Association

#### A. Inspections

- 1) HOA facilities manager to inspect quarterly.
- 2) Facilities manager to record staff reports and/or residents' reports of unusual anomalies.
- 3) Facilities manager to make all reasonable efforts to consult with the artist or an outdoor public art conservator for conditions or treatments other than noted below.
- 4) Any alteration to the surfaces must be pre-approved by the artists in accordance with the original contract and any applicable artist's rights laws.

#### B. As Needed

- 1) Gum
  - a. Freeze with bag of crushed ice if possible
  - b. Scrape off with plastic or wood spatula
  - c. Option A:
    - i. Use pressure washer up to 1500 psi
- 2) Graffiti
  - a. Remove with pressure wash up to 15000 psi.
  - b. Do not use any other graffiti removal products without first consulting an outdoor public art conservator.
  - c. Renew Miracle Cover – Graffiti Guard as per manufacturers recommendations and consultation with artist.
- 3) Bird droppings
  - a. Clean with cold or hot water pressure up to 1500 psi
  - b. Use no other cleaners
  - c. Follow environmental regulations regarding bird nests
- 4) Drinks (soda, coffee, wine, beer)
  - a. Rinse with water (many drinks contain acids that can etch stone)
- 5) Scratches
  - a. Removal of scratches must be pre-approved by the artist.



OAK KNOLL  
 CREEKSIDE ENTRY PARK  
 PUBLIC ART  
 SCHEDULE OF DELIVERABLES

Contract agreement, signed	August 2017
Contract agreement, activated	June 2018
Exhibit A approval by owner	10 days from above
Artist submittal of technique samples	August 2017
Artist development of renderings	July 2018 – July 2019
Artist development of construction documents	July 2018 – July 2019
Artist review of architect's construction documents	July 2019
Artist review and amendment of maintenance plan	July 2019
Artist submittal of timeline	July 2019
Final design and construction documents submittal	July 2019
Commence work and order materials	August 2019
Fabrication	TBD
Owner progress review	TBD
Artist notification of fabrication completion	TBD
Owner review prior to delivery	10 days from above
Delivery and installation	TBD
Artist notification of installation completion	TBD
Artist submittal of as-built drawings	TBD
Artist submittal of final maintenance plan	TBD
Owner approval	10 days from above



YOSHIKAWA

OAK KNOLL CREEKSIDE ENTRY PARK PUBLIC ART CHECKLIST

**ITEM 6 VISUAL PROPOSAL**

Sculpture site 1, table and benches

Sculpture site 2, bench 3

Sculpture site 2, bench 4

Sculpture site 3, sculpture







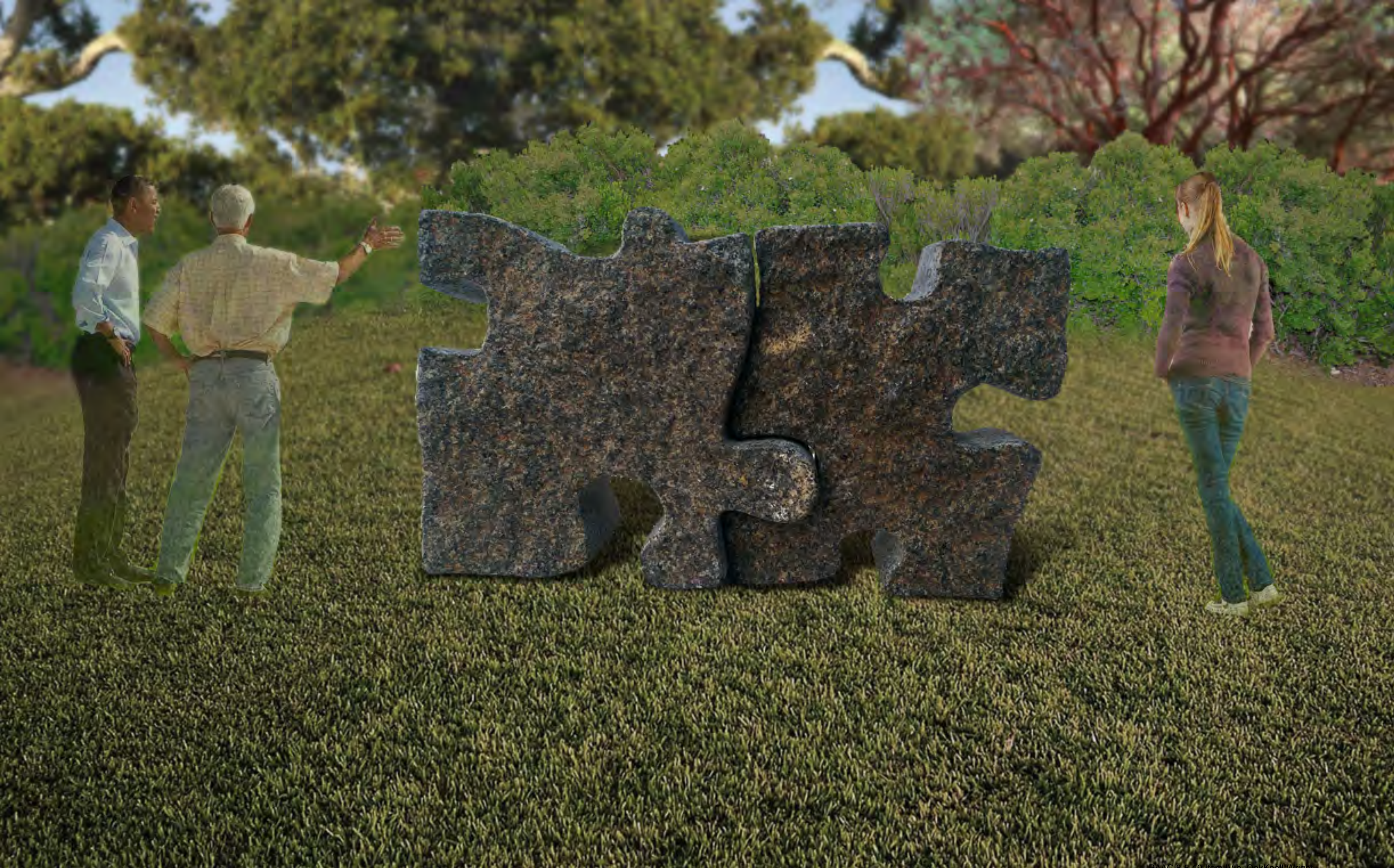






OAK KNOLL CREEKSIDE PARK SCULPTURE SITE 2 BENCH 4





PAAC 8-5-19 Item 1/b. OakKnoll-Wright





YOSHIKAWA

OAK KNOLL CREEKSIDE ENTRY PARK PUBLIC ART CHECKLIST

**ITEM 7 PROJECT SITE PLANS AND CONSTRUCTION DOCUMENTS**

PA1 Yoshikawa, Oak Knoll site overview

PA2 Yoshikawa, Creekside Entry Park as per planned unit development permit application and tract map.

L-302, PGA Design, Creekside Park Layout and Materials Plan

L-113 PGA Design, Creekside Park Planting Plan

PA3 Yoshikawa, Creekside Park Sculpture Sites 1 and 2

PA4 Yoshikawa, Creekside Park Sculpture Site 3

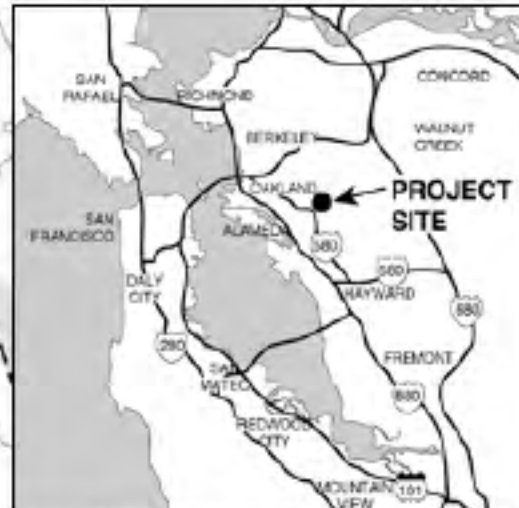
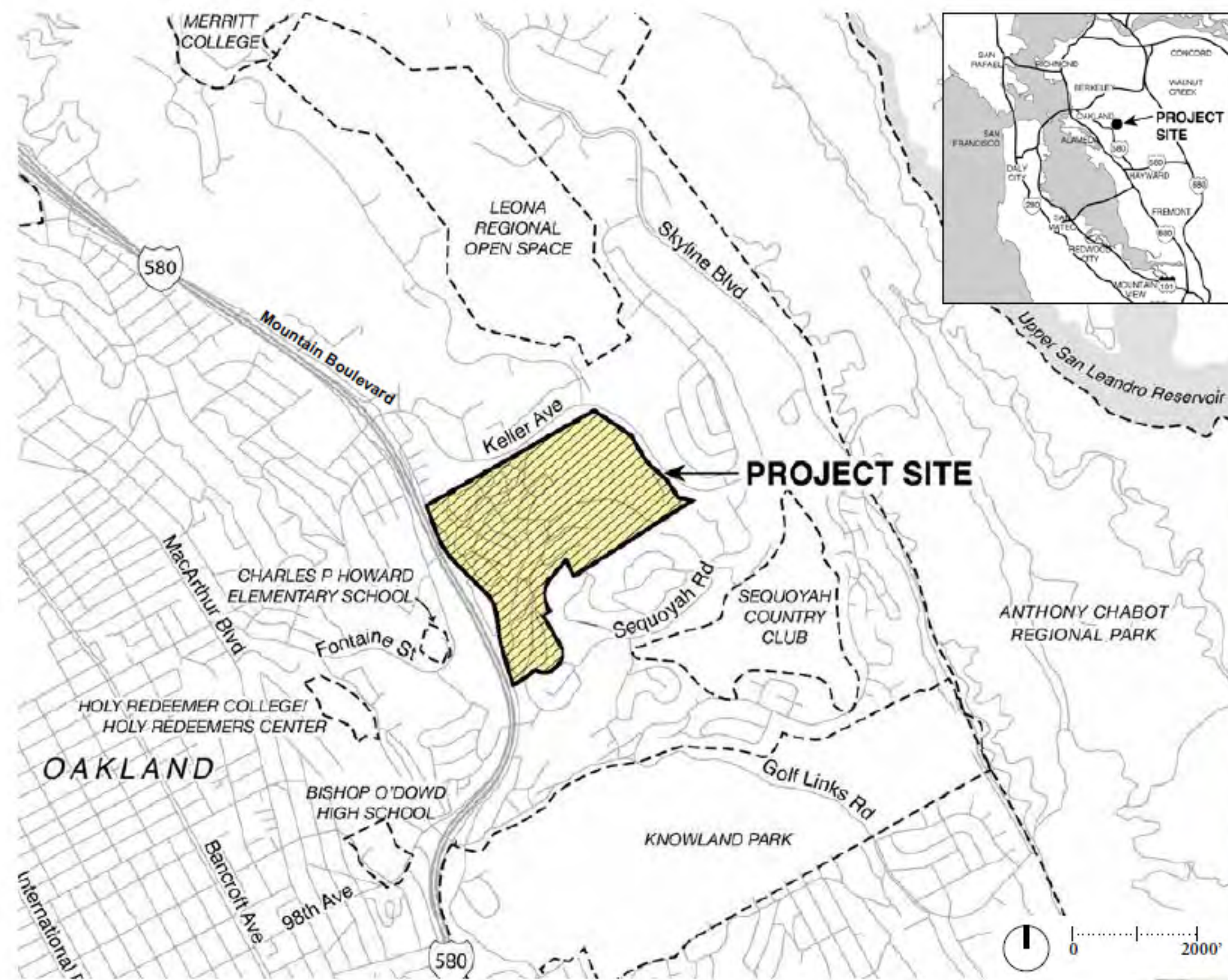
S0.0 Structural Engineers Collaborative, Creekside Park foundation and structural plan

S2.0 Structural Engineers Collaborative, Creekside Park foundation and structural plan

S2.1 Structural Engineers Collaborative, Creekside Park foundation and structural plan

Sculpture site 3, sculpture





**PROJECT SITE:**

Oak Knoll is located in a largely residential setting in the East Oakland hills, east of I-580, nine miles from downtown Oakland, and twelve miles from the Bay Bridge. It is bound by Mountain Blvd. on the west, Keller Avenue to the north and east, and Sequoyah Road to the south. The site consists of 186 acres of the former Naval Medical Center Oakland, which was decommissioned in 1992. It is surrounded by multi-family residential complexes on the west, north, and east, with upland hillside single family homes on the east and south.

**PROJECT FEATURES:**

The community is planned as a walkable collection of neighborhoods anchored by a village commercial center, parks, the relocated and rehabilitated Club Knoll, and natural accessible open space. The primary landscape features around which the land plan is shaped is the Rifle Range Creek and the surrounding upland areas to the north, south, and east of the Creek. Neighborhoods are woven together through an extensive system of trails and carefully designed streetscapes.

the project is an integrated community plan of 918 residential units of varying types, 72,000 square feet of neighborhood commercial, a 14,000-square-foot community center, and approximately 85 acres of open space parks, including the Creekside Entry Park adjacent to the daylighted and restored Rifle Range Creek.



**OAK KNOLL COMMUNITY  
CONCEPTUAL DEVELOPMENT PLAN**

**YOSHIKAWA**

6190 Temple Hill  
Hollywood, CA 90068  
yoshistone@aol.com  
323.462.7139

**OAK KNOLL**

8750 Mountain Blvd.  
Oakland, CA 94605

Oak Knoll Venture  
Acquisitions, LLC  
2392 Morse Avenue  
Irvine, CA 92614

**CREEKSIDE ENTRY PARK**

SHEET  
PA1  
DATE  
6/28/19





OAK KNOLL CREEKSIDE ENTRY PARK

YOSHIKAWA WRIGHT

Supplemental Materials For Checklist Item 7

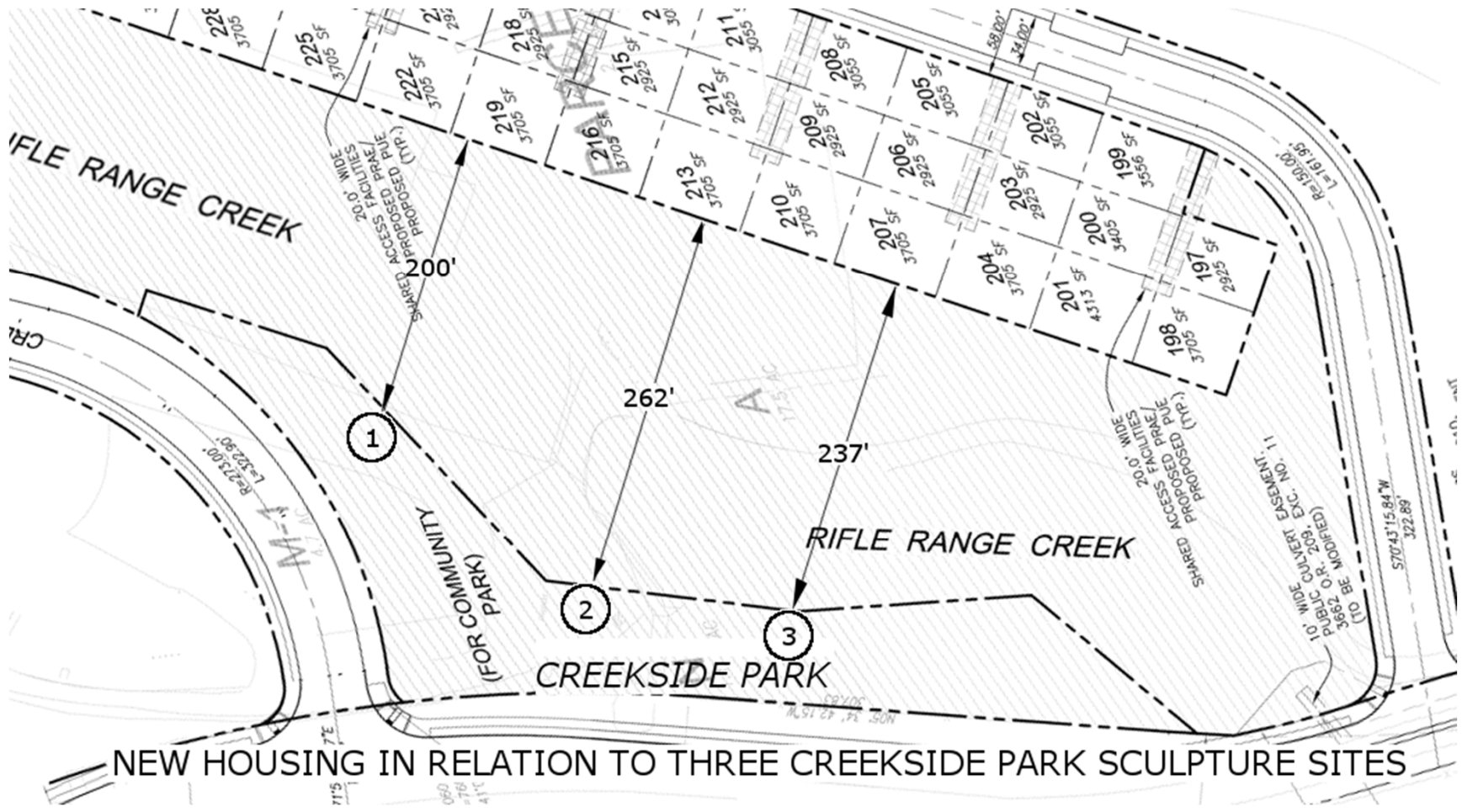


# CREEKSIDE PARK



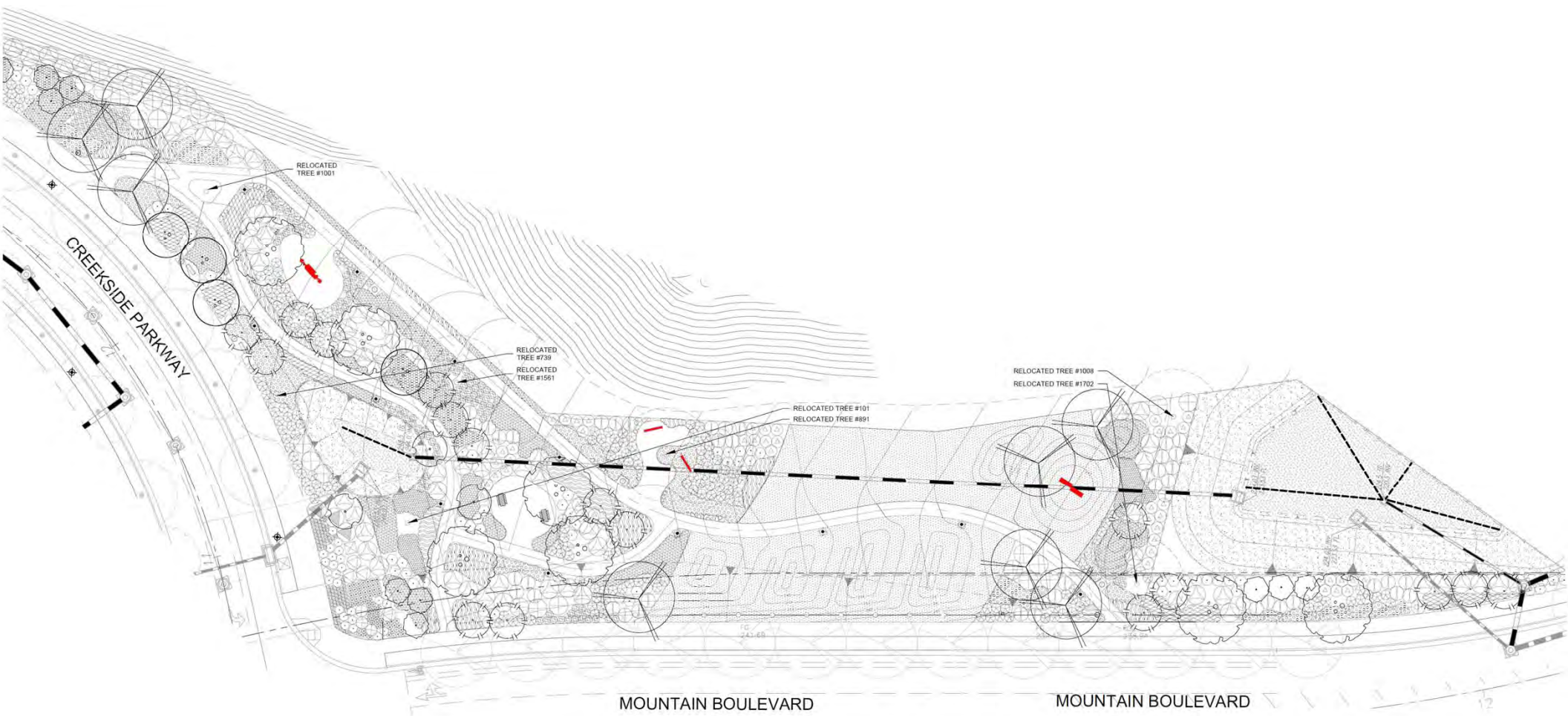




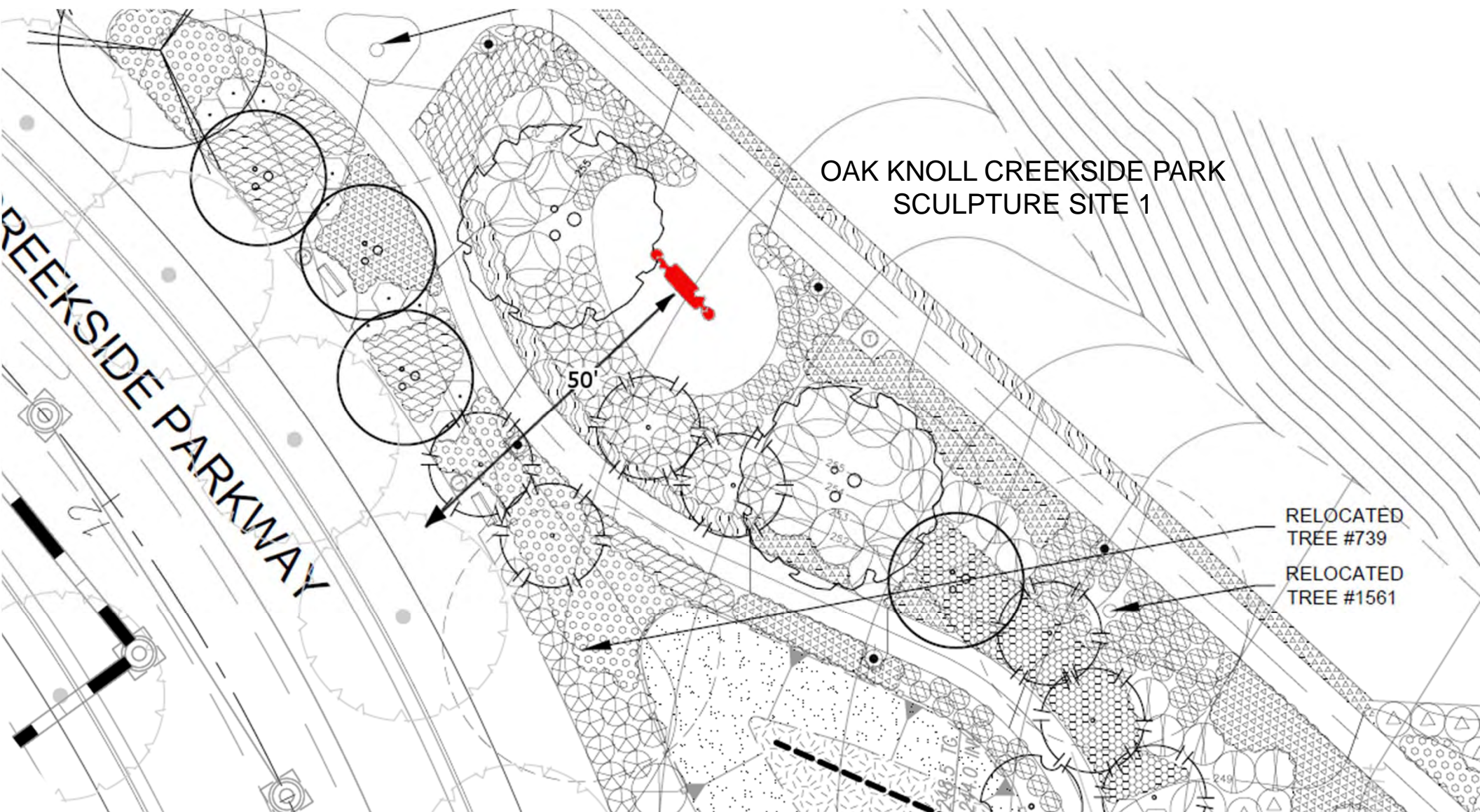


NEW HOUSING IN RELATION TO THREE CREEKSIDE PARK SCULPTURE SITES





OAK KNOLL CREEKSIDE PARK



OAK KNOLL CREEKSIDE PARK  
SCULPTURE SITE 1

CREEKSIDE PARKWAY

50'

RELOCATED  
TREE #739  
RELOCATED  
TREE #1561

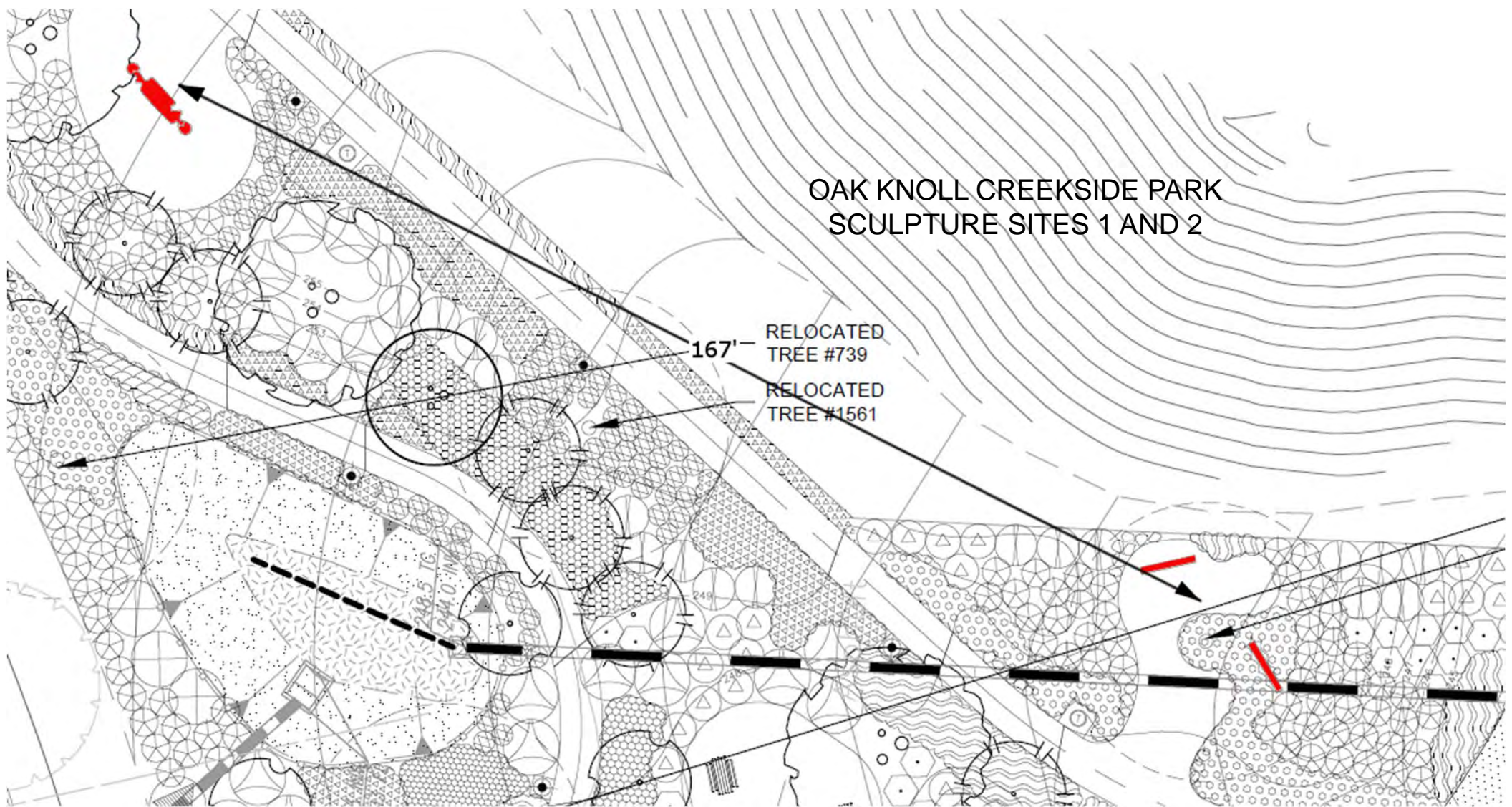
248.5 TG  
244.0 INV

248



OAK KNOLL CREEKSIDE PARK  
SCULPTURE SITES 1 AND 2

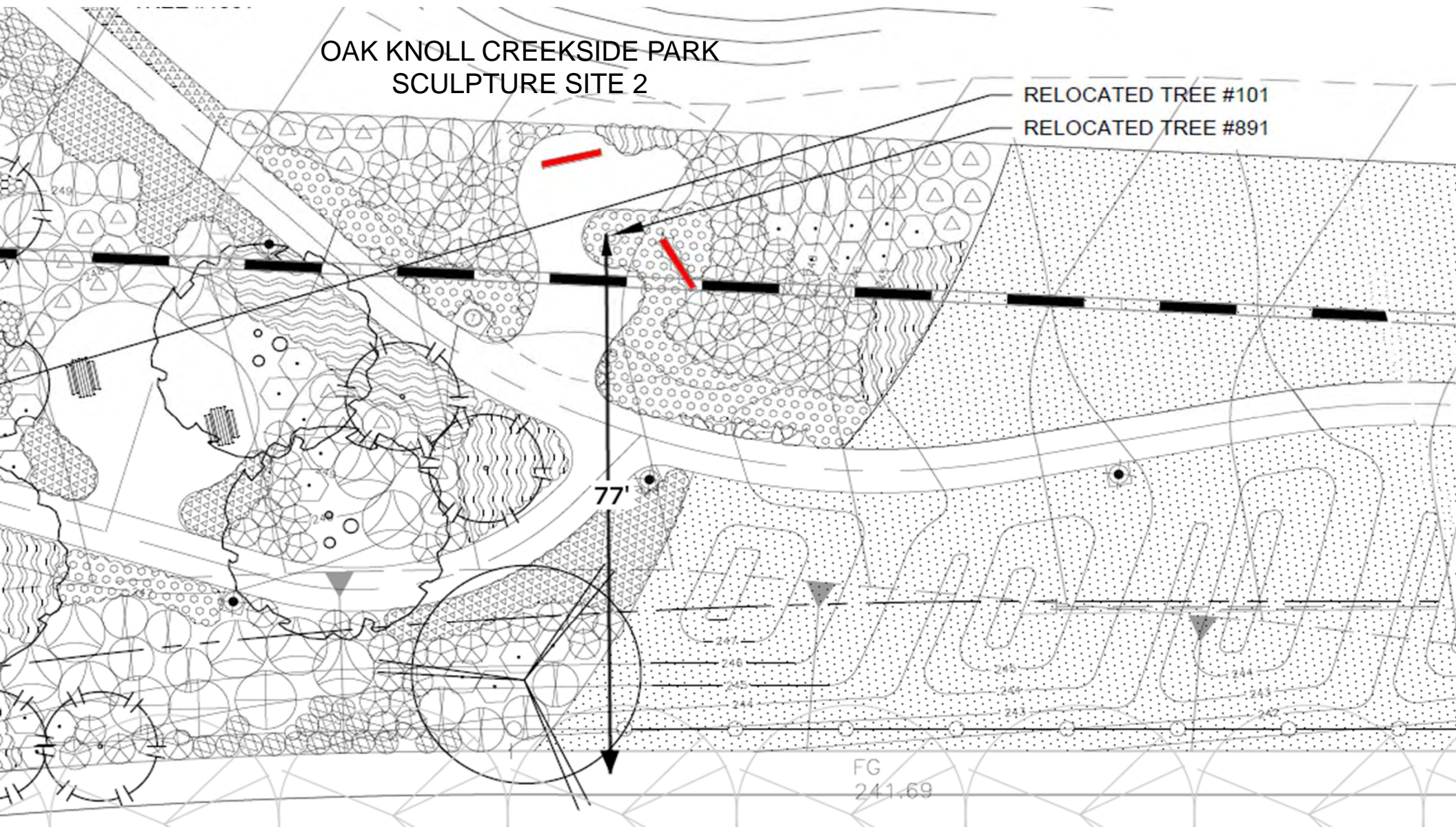
167' -  
RELOCATED  
TREE #739  
RELOCATED  
TREE #1561





OAK KNOLL CREEKSIDE PARK  
SCULPTURE SITE 2

RELOCATED TREE #101  
RELOCATED TREE #891



77'

FG  
241.69



# OAK KNOLL CREEKSIDE PARK SCULPTURE SITES 2 AND 3

RELOCATED TREE #1008

RELOCATED TREE #1702

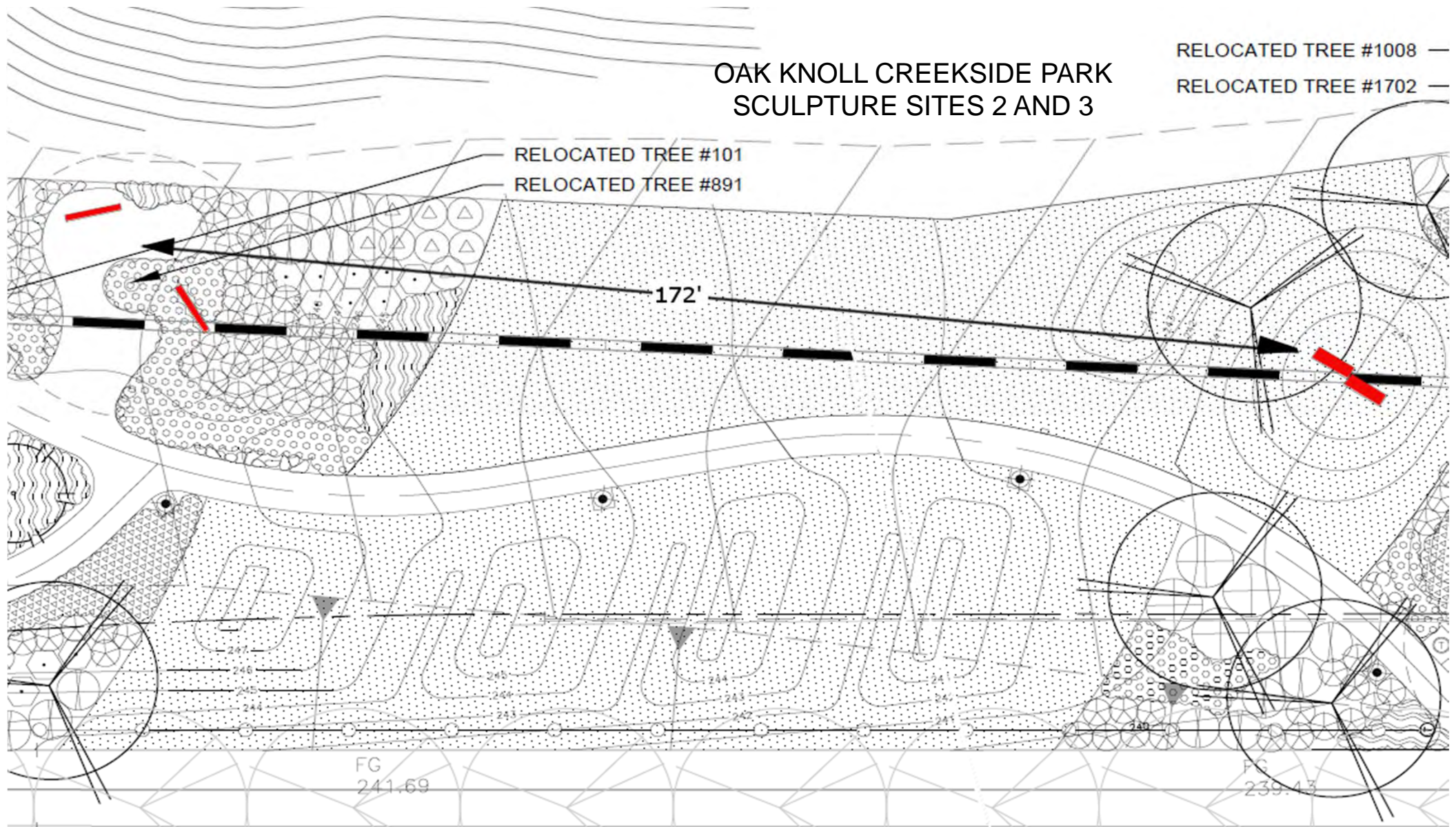
RELOCATED TREE #101

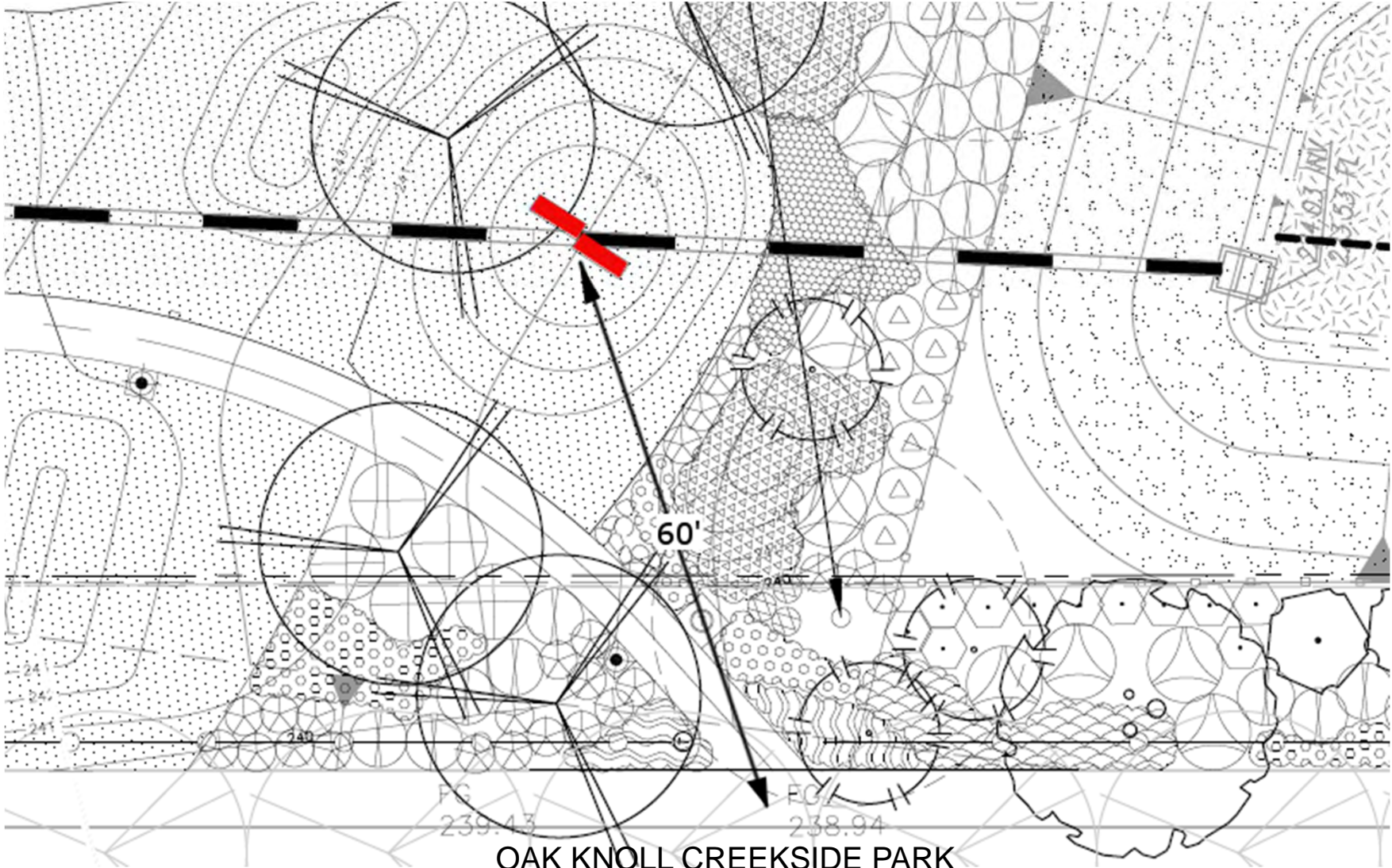
RELOCATED TREE #891

172'

FG  
241.69

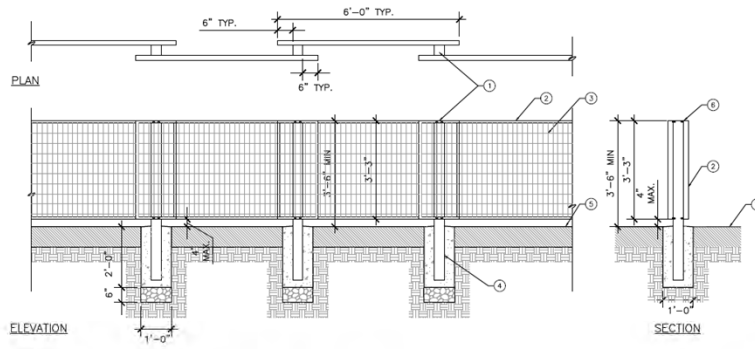
FG  
239.43





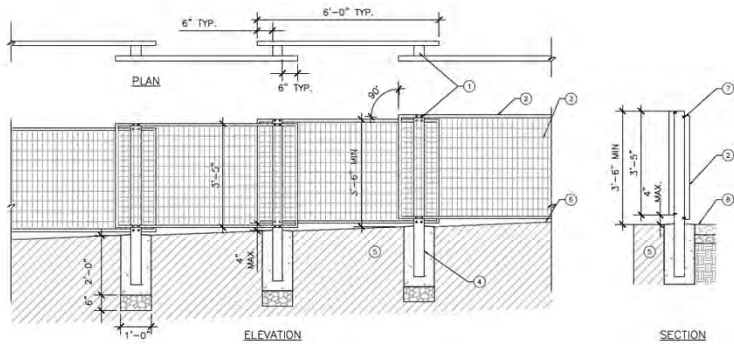
OAK KNOLL CREEKSIDE PARK  
SCULPTURE SITE 3





1. 4" SQUARE TUBULAR STEEL POST. CAP TOP. LEAVE BASE UNCAPPED.
  2. 2" STEEL U-CHANNEL, 6 GAUGE.
  3. STEEL WIRE MESH 2" X 4" RECTANGULAR MESH, 0.25" THICK WIRE DIAMETER ORIENTED WITH LONG DIMENSION RUNNING VERTICAL.
  4. EMBEDDED POST. FILL GAP WITH NON-SHRINK GROUT, COLOR TO MATCH CONCRETE
  5. FINISH GRADE, S.C.D.
  6. U-CHANNEL TO POST CONNECTION.
  7. ADJACENT PLANTING AREA.
- NOTES:
1. ALL METAL PARTS OF GUARDRAIL TO BE POWDER COAT PAINTED MAHOGANY BROWN RAL 8016, 1 COAT PRIMER, 2 COATS MATT FINISH.
  2. WIRE MESH FROM MCNICHOLS CO., PHONE: 1-800-237-3820, WEBSITE: WWW.MCNICHOLS.COM
  3. WELD ALL 4 EDGES OF WIRE MESH TO INSIDE OF CHANNEL.
  4. HEIGHT OF POSTS AND WIRE MESH PANELS TO BE DETERMINED IN FIELD.
  6. SET POSTS PLUMB AND WIRE MESH PANELS LEVELED.
  7. STAGGER PANELS VERTICALLY AS NEEDED TO ADJUST TO GRADES.
  8. LANDSCAPE ARCHITECT TO REVIEW GUARDRAIL LAYOUT AND DIMENSIONS BEFORE INSTALLATION.

**3** CREEKSIDE PARK GUARDRAIL  
3/8" = 1'-0"



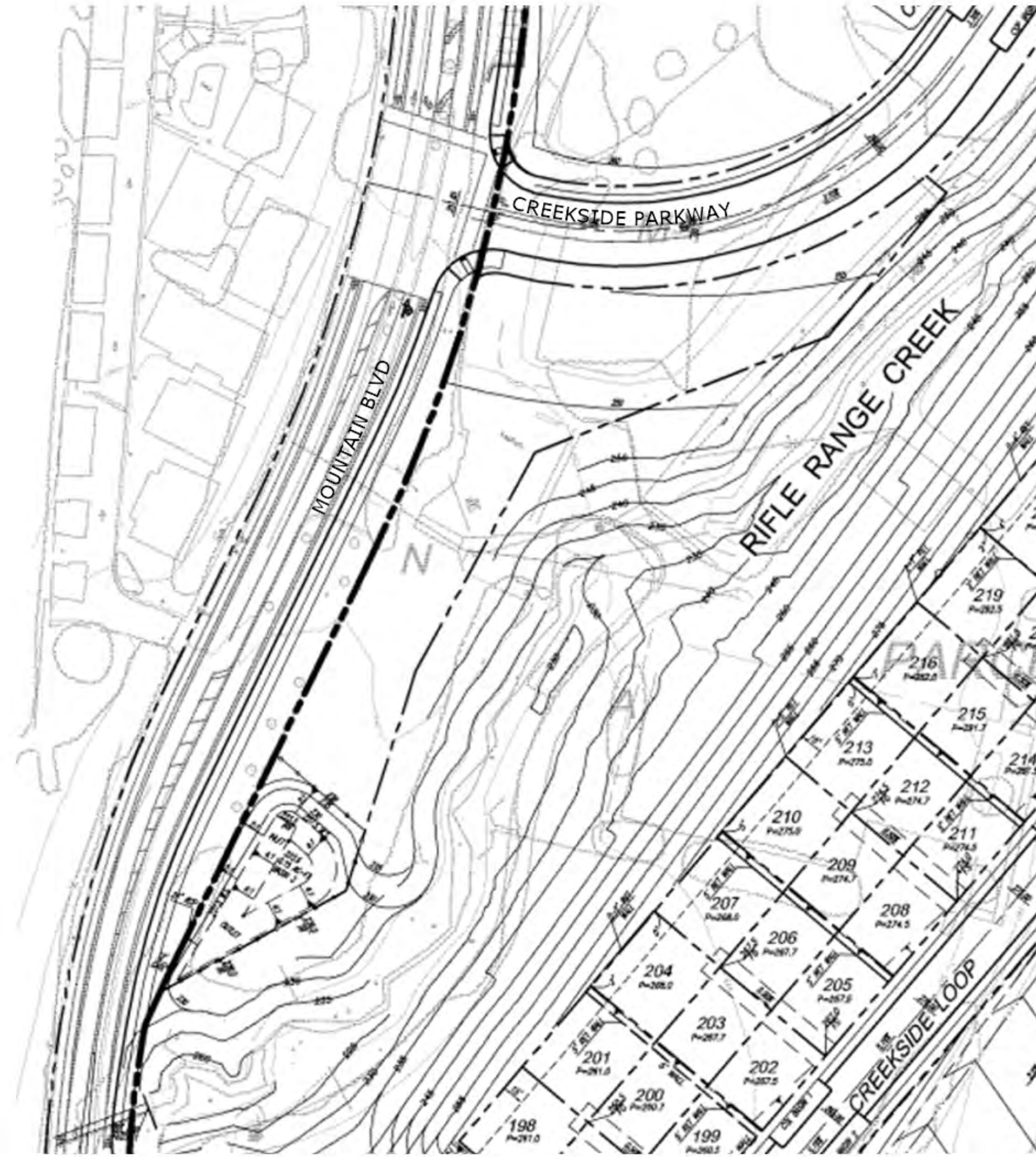
**4** GUARDRAIL  
3/8" = 1'-0"

GUARDRAIL RUNNING PARALLEL WITH MOUNTAIN BLVD





CREEKSIDE ENTRY PARK  
 PLANNED UNIT DEVELOPMENT PERMIT APPLICATION



CREEKSIDE ENTRY PARK  
 TRACT MAP

YOSHIKAWA  
 6190 Temple Hill  
 Hollywood, CA 90068  
 yoshistone@aol.com  
 323.462.7136

**OAK KNOLL**

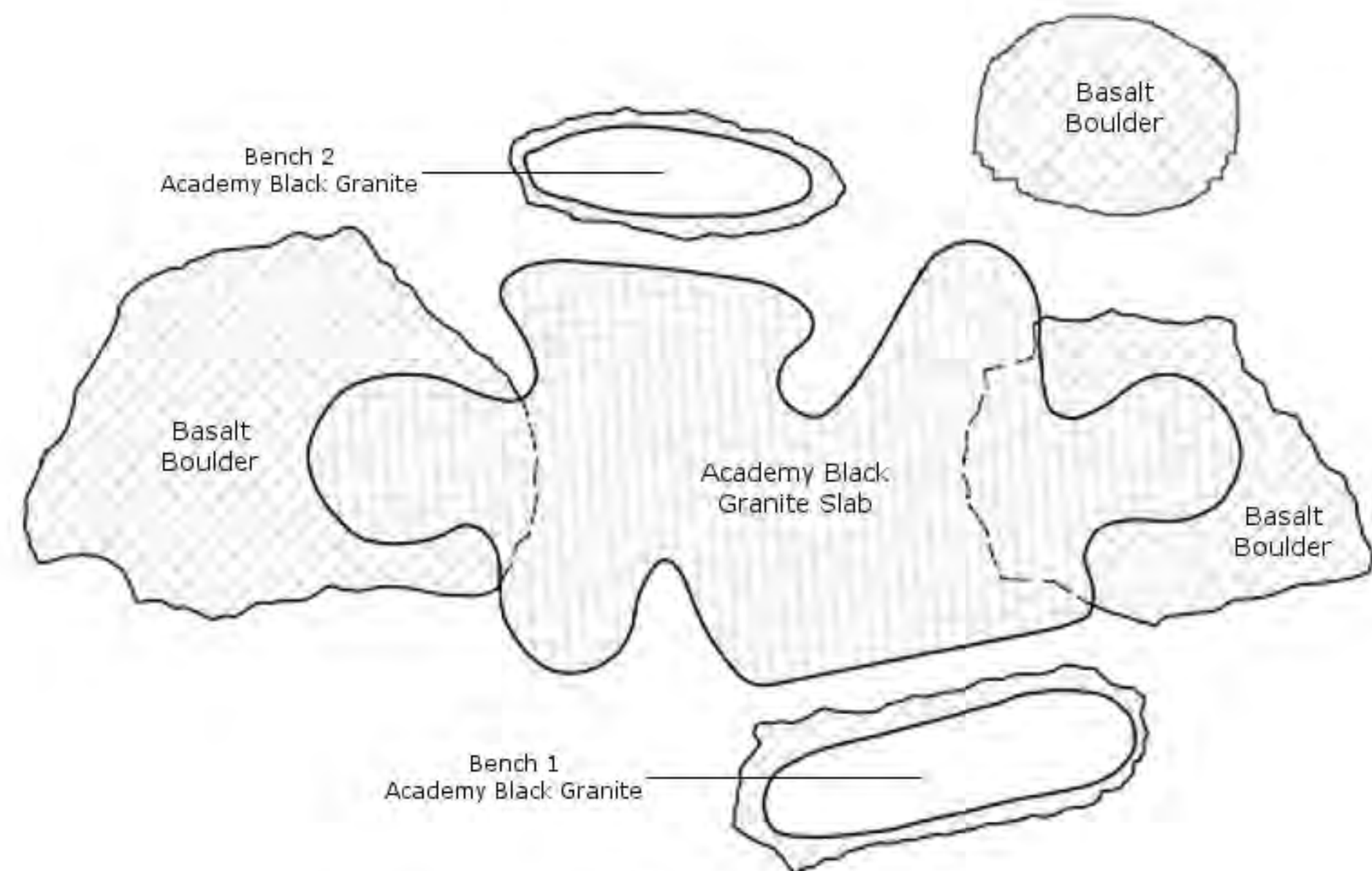
8750 Mountain Blvd.  
 Oakland, CA 94605

Oak Knoll Venture  
 Acquisitions, LLC  
 2392 Morse Avenue  
 Irvine, CA 92614

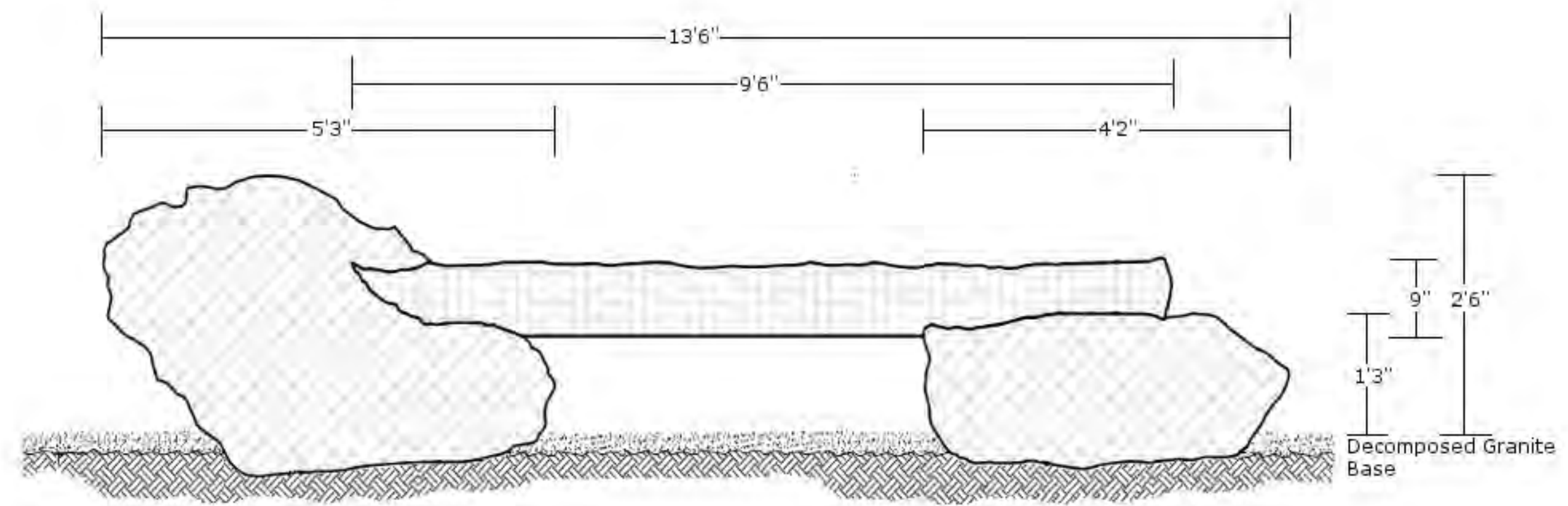
CREEKSIDE ENTRY PARK

SHEET  
 PA2  
 DATE  
 6/28/19



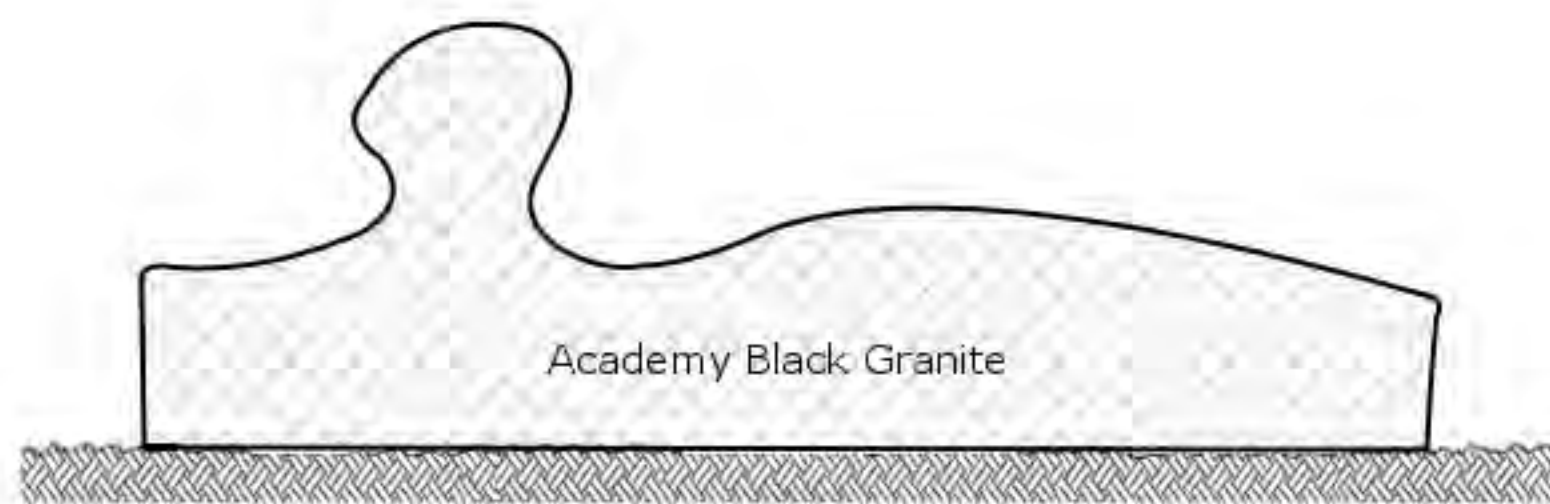


1 Site 1 Plan Table and Benches  
3/4" = 1'

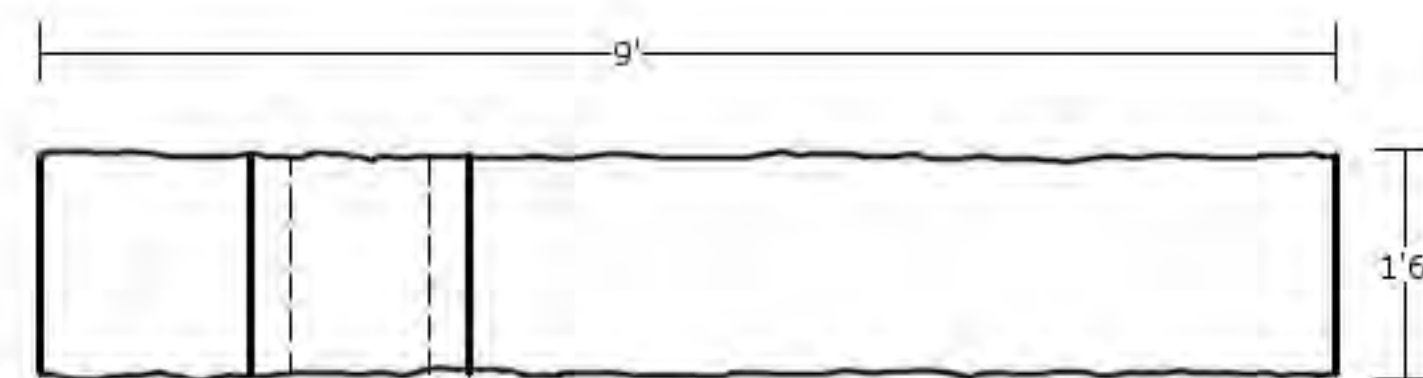


2 Site 1 Elevation Table and Benches  
3/4" = 1'

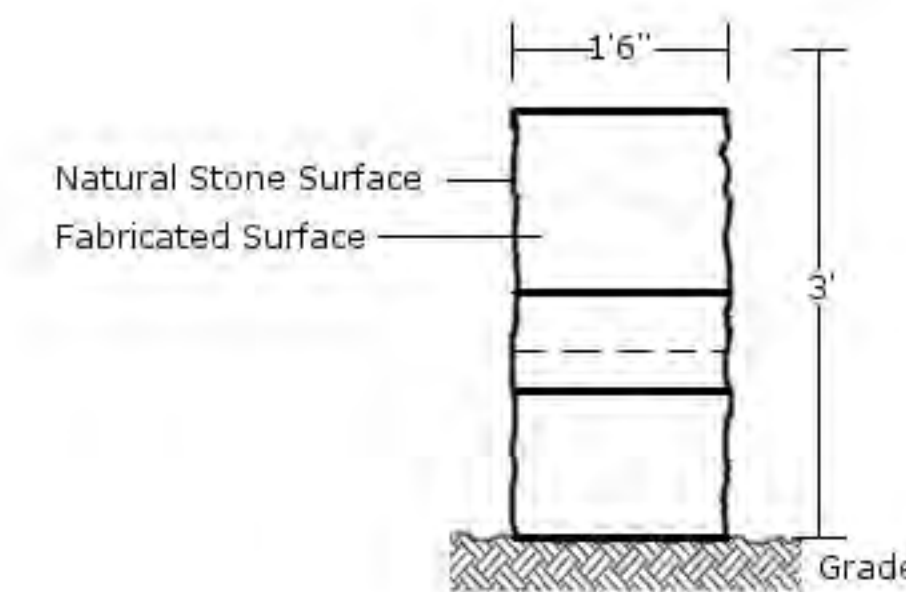
**GENERAL NOTES:**  
All dimensions are subject to change.  
The Academy Black Granite widths are dependant on materials available at the quarry.  
The Basalt boulder sizes are dependant on materials available at the quarry.  
The fabricated forms are dependant on decisions made by the artist during fabrication.



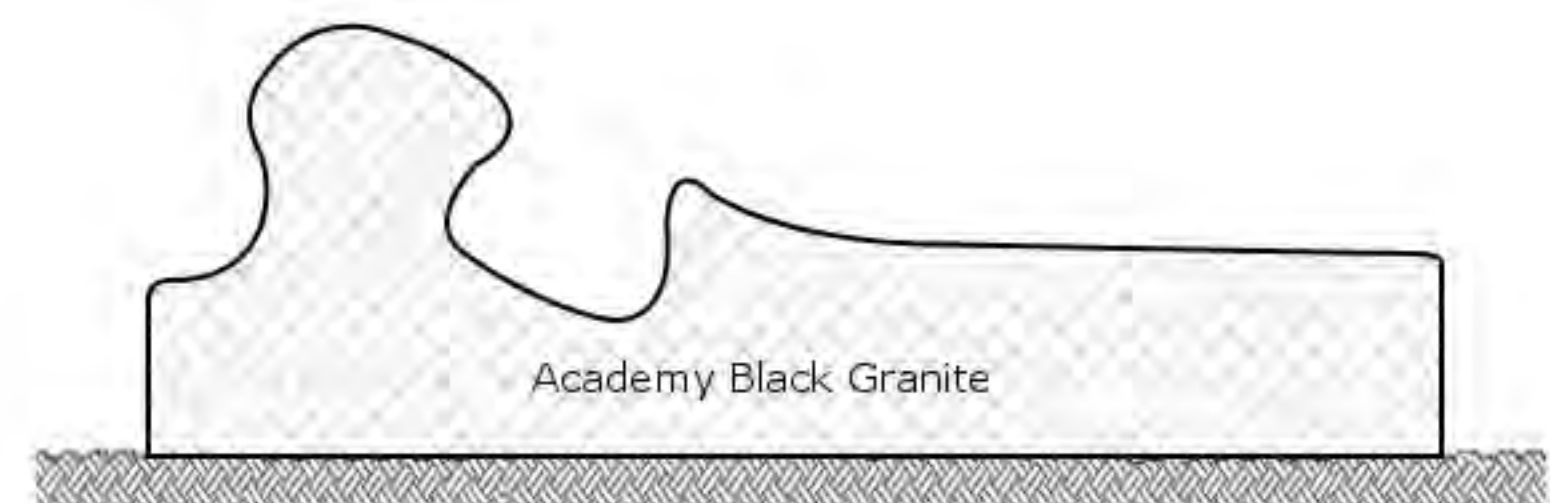
3 Site 2 Elevation Bench 3  
3/4" = 1'



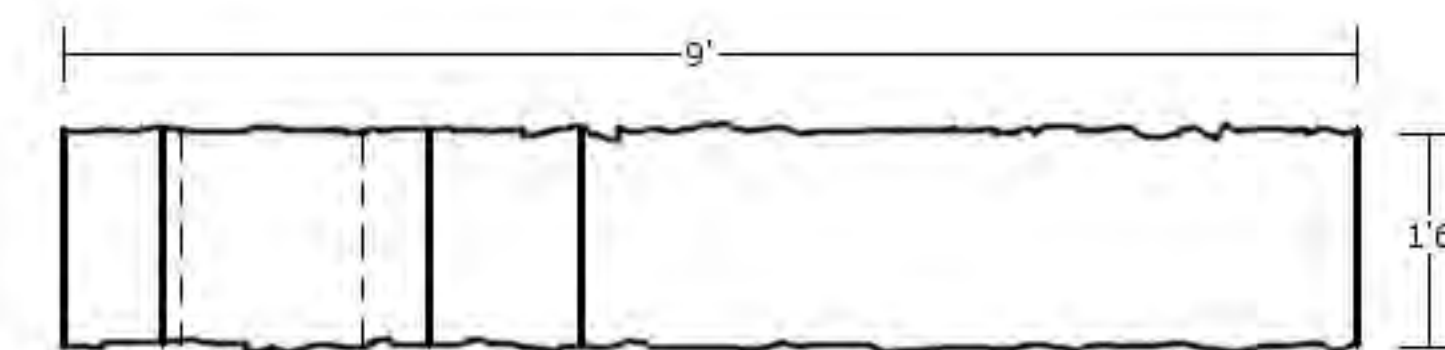
4 Site 2 Plan Bench 3  
3/4" = 1'



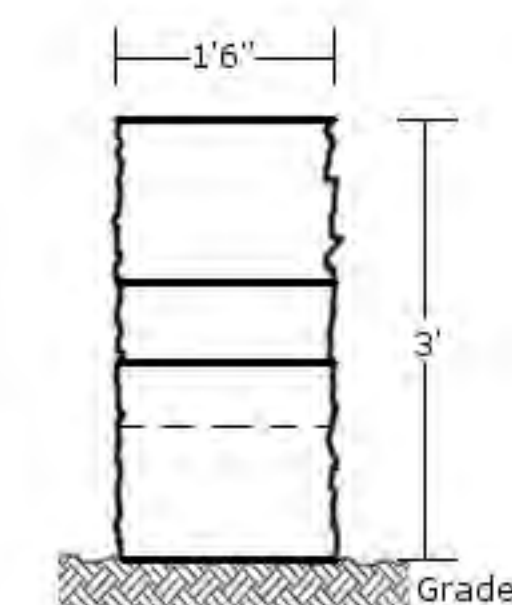
5 Site 2 Section Bench 3  
3/4" = 1'



6 Site 2 Elevation Bench 4  
3/4" = 1'



7 Site 2 Plan Bench 4  
3/4" = 1'



8 Site 2 Section Bench 4  
3/4" = 1'

**YOSHIKAWA**  
6190 Temple Hill  
Hollywood, CA 90068  
yoshistone@aol.com  
323.462.7139

**OAK KNOLL**

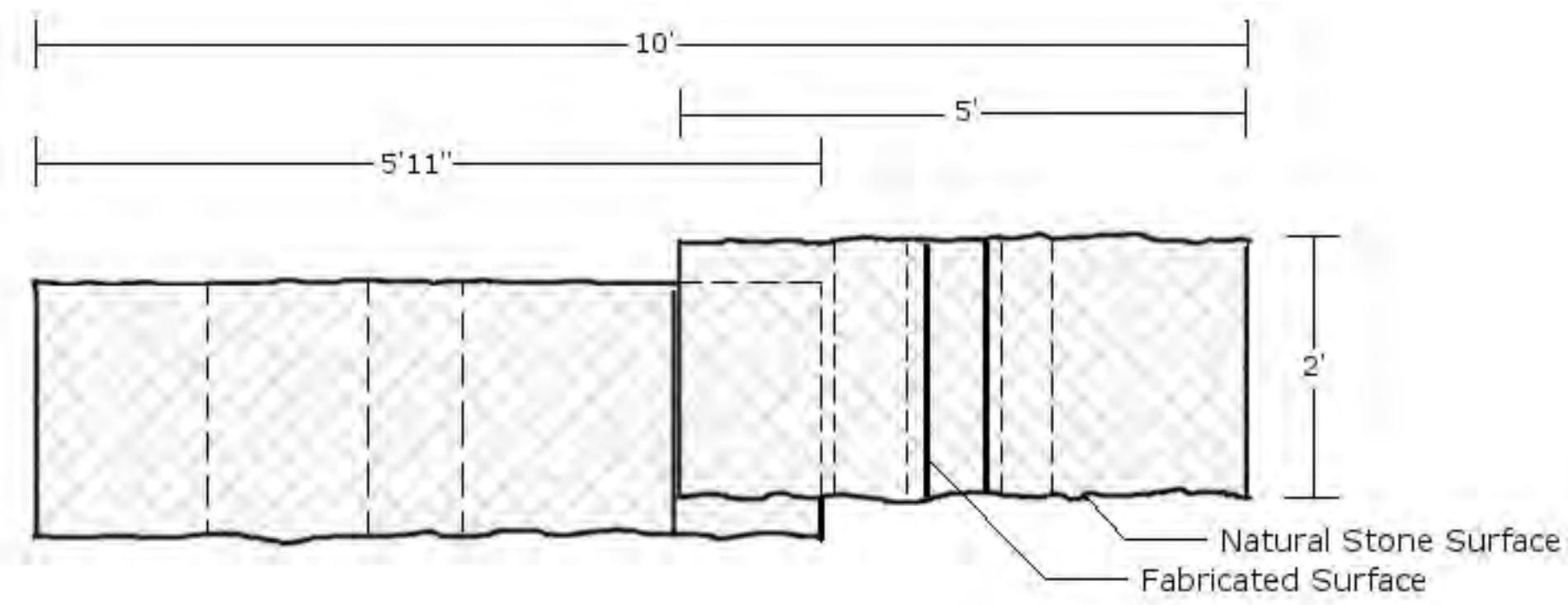
8750 Mountain Blvd.  
Oakland, CA 94605

Oak Knoll Venture  
Acquisitions, LLC  
2392 Morse Avenue  
Irvine, CA 92614

CREEKSIDE ENTRY PARK

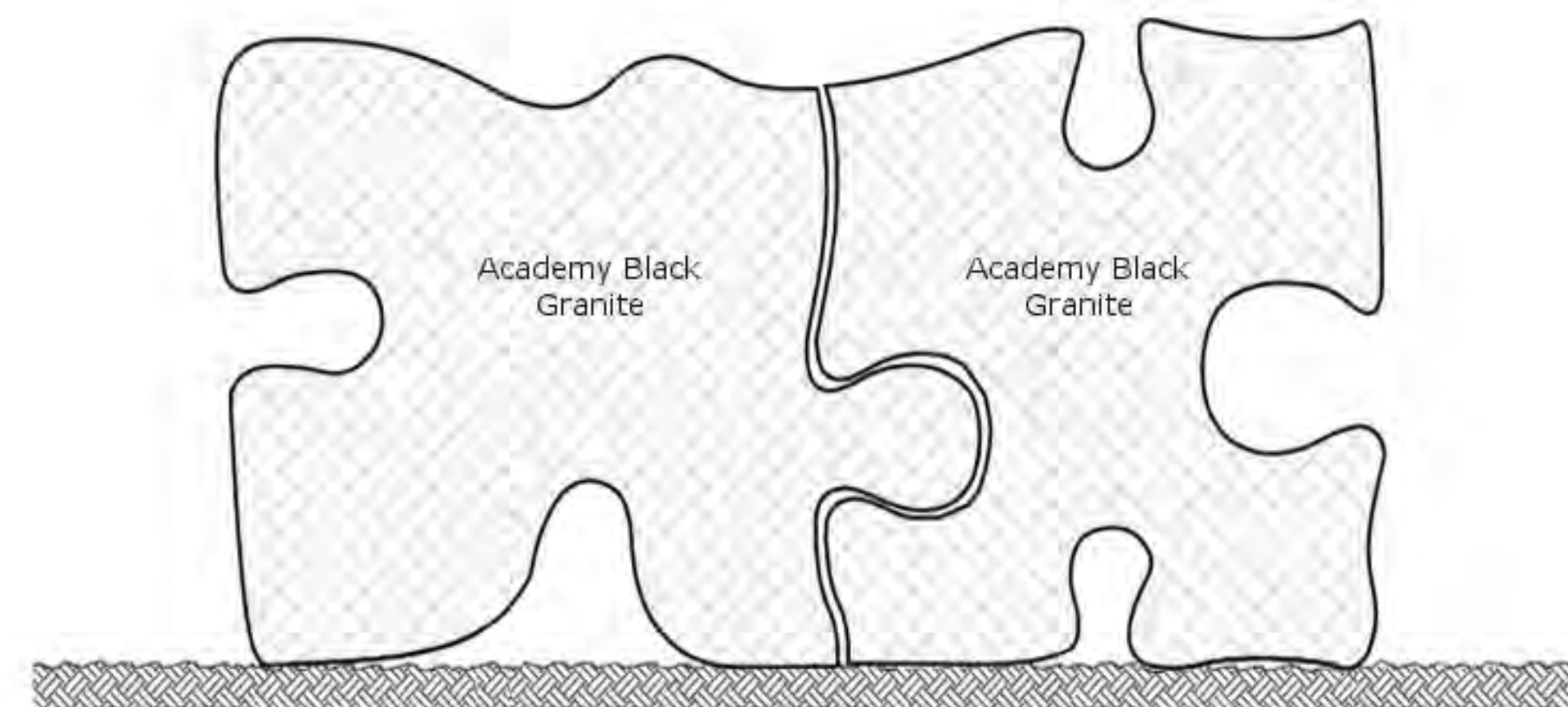
SHEET  
PA3  
DATE  
7/12/19



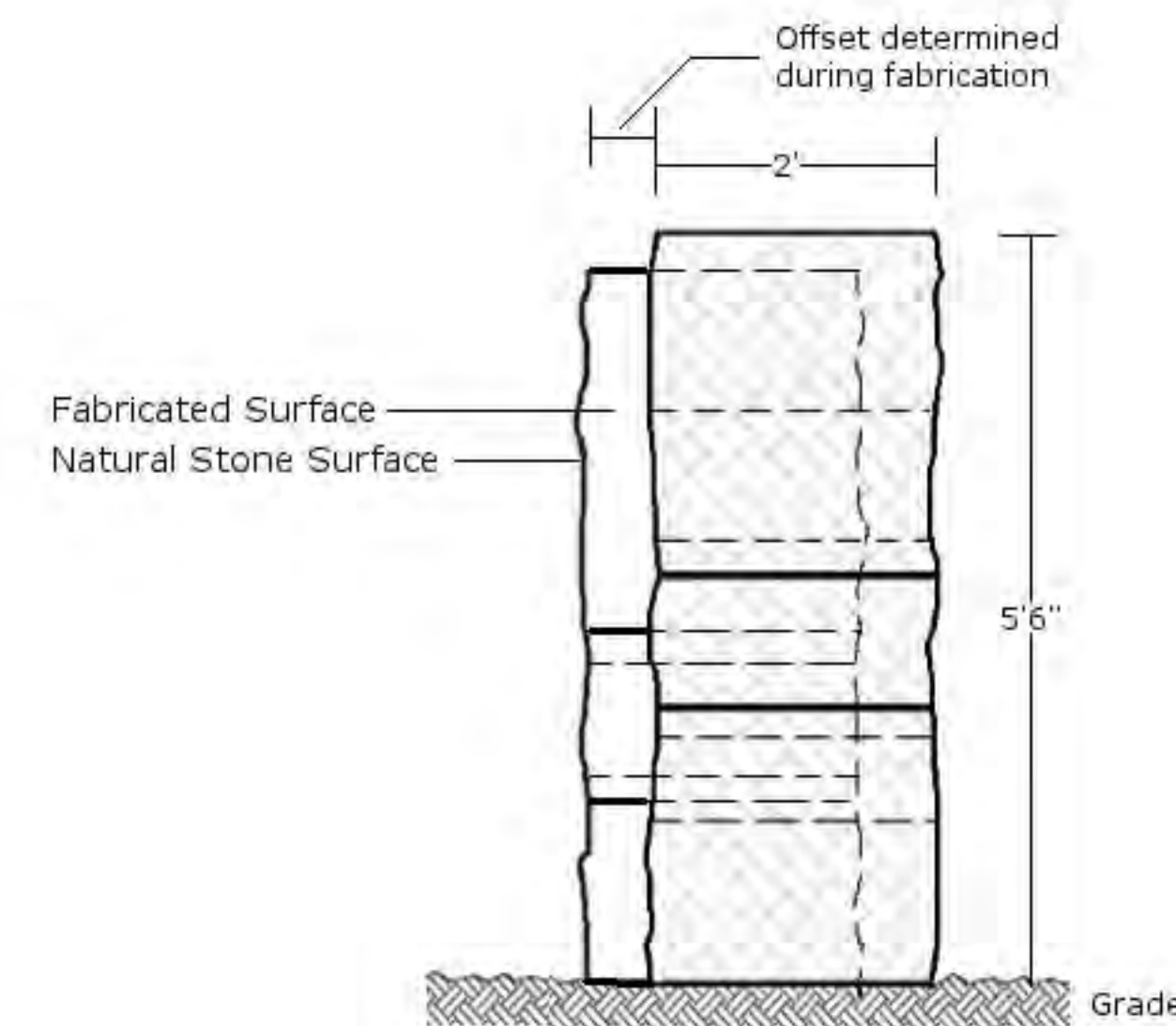


**GENERAL NOTES:**  
 All dimensions are subject to change.  
 The Academy Black Granite widths are dependant on materials available at the quarry.  
 The fabricated forms are dependant on decisions made by the artist during fabrication.

1 Site 3 Plan  
 Universal Solvent  
 3/4" = 1'



2 Site #3 Elevation  
 Universal Solvent  
 3/4" = 1'



3 Site #3 Section  
 Universal Solvent  
 3/4" = 1"

YOSHIKAWA  
 6190 Temple Hill  
 Hollywood, CA 90068  
 yoshistone@aol.com  
 323.462.7139

**OAK KNOLL**

8750 Mountain Blvd.  
 Oakland, CA 94605

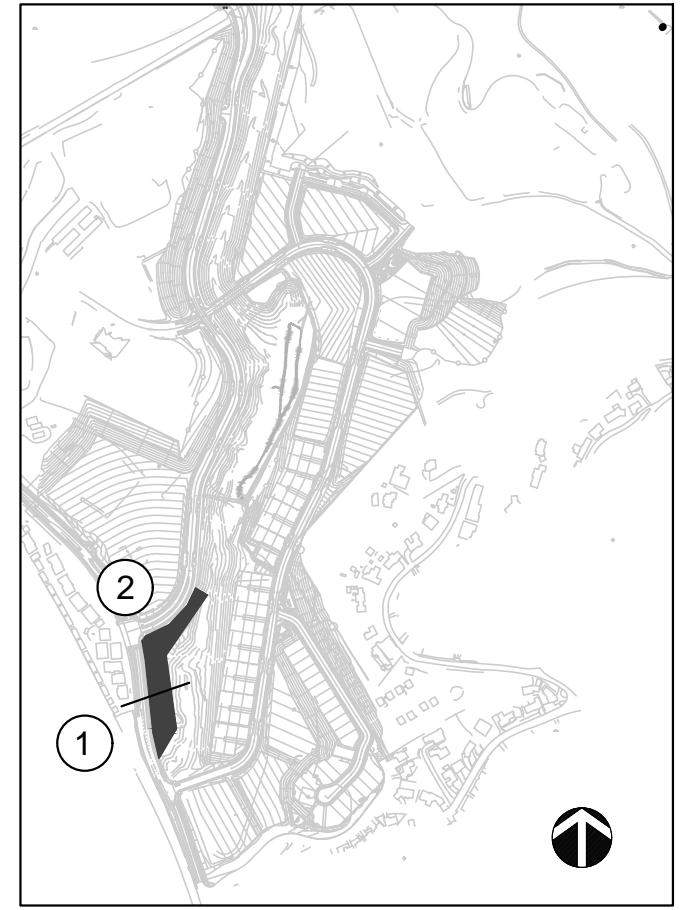
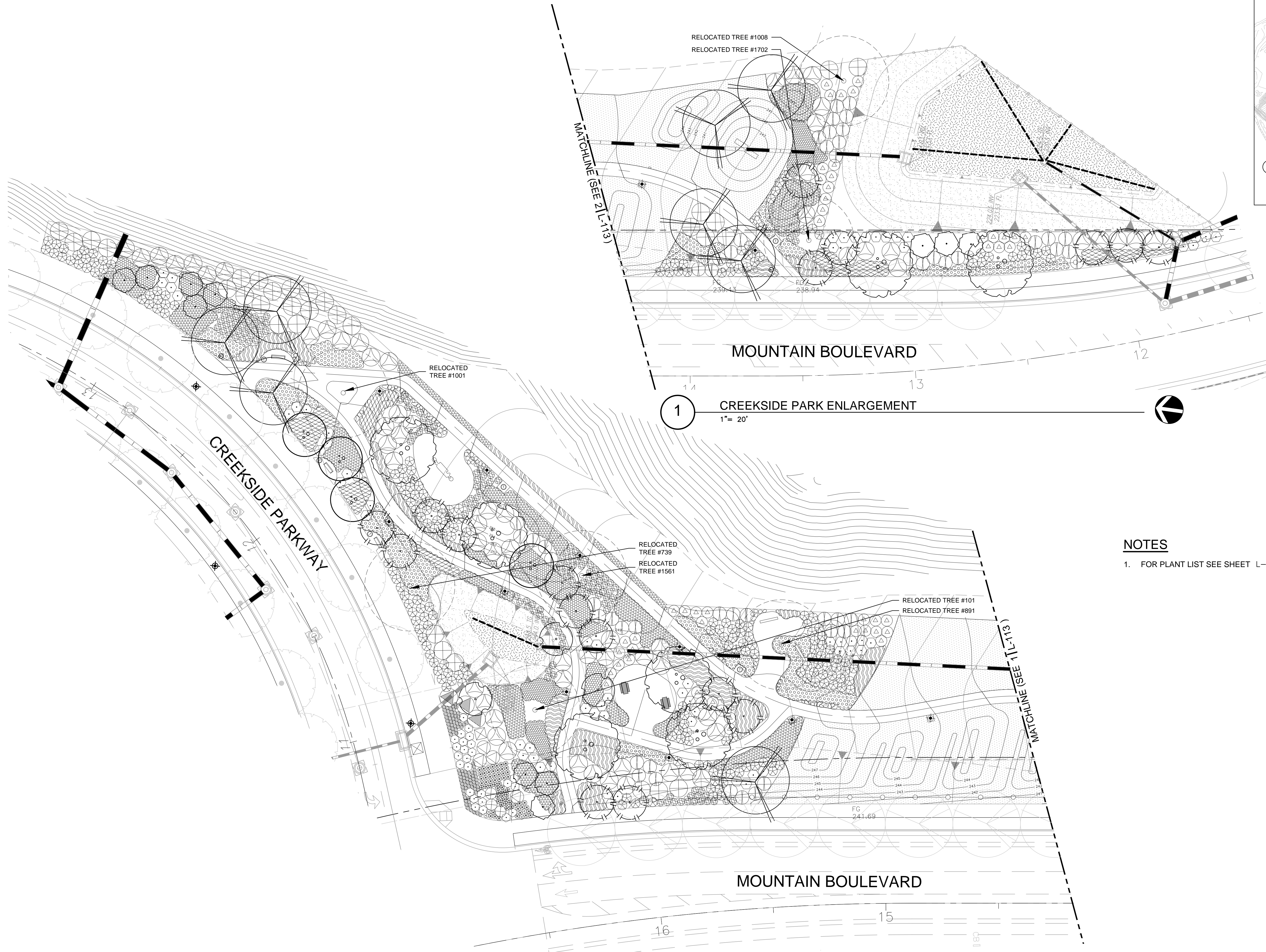
Oak Knoll Venture  
 Acquisitions, LLC  
 2392 Morse Avenue  
 Irvine, CA 92614

CREEKSIDE ENTRY PARK

SHEET  
 PA4  
 DATE  
 7/13/19



F:\Oak Knoll\SUN\DWG - Oak Knoll\SUN\DWG - Oak Knoll\Current Set - Oak Knoll\Plant Plan-Streetcape-Oak Knoll.dwg collazos Wed Jun 26, 2019 - 10:11 am



Client

Project Partners

Stamp



ALL DRAWN AND WRITTEN MATERIAL APPEARING HEREIN ARE COPYRIGHTED ©, CONSTITUTE ORIGINAL AND UNPUBLISHED WORK OF THE LANDSCAPE ARCHITECT, AND MAY NOT BE DUPLICATED, USED OR DISCLOSED WITHOUT WRITTEN CONSENT OF THE LANDSCAPE ARCHITECT.

**2** CREEKSIDE PARK ENLARGEMENT  
 1" = 20'

**1** CREEKSIDE PARK ENLARGEMENT  
 1" = 20'

**NOTES**

- 1. FOR PLANT LIST SEE SHEET L-04

**OAK KNOLL-PHASE 1**

No.	Date	Description

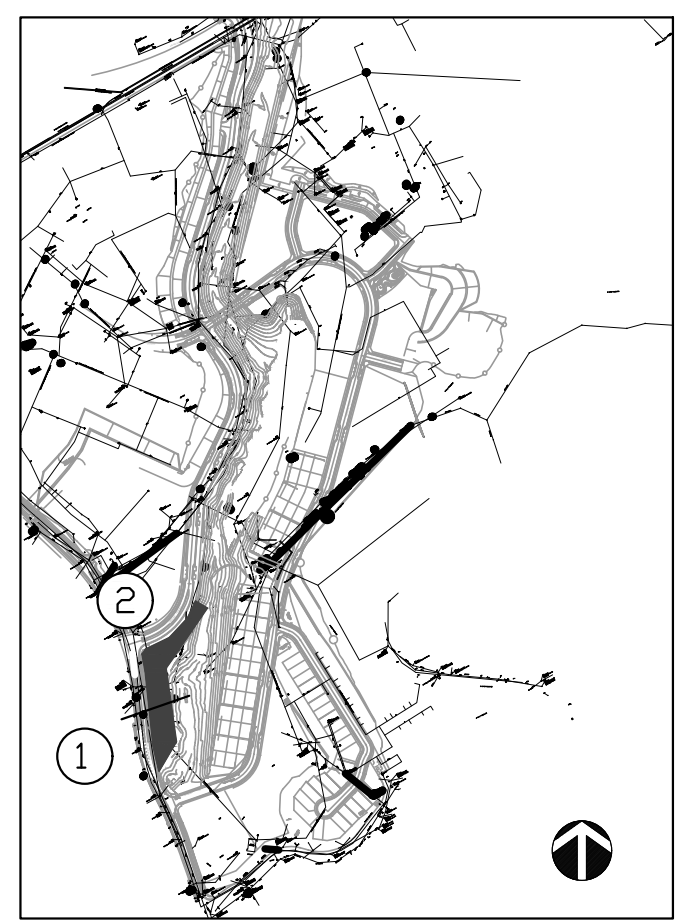
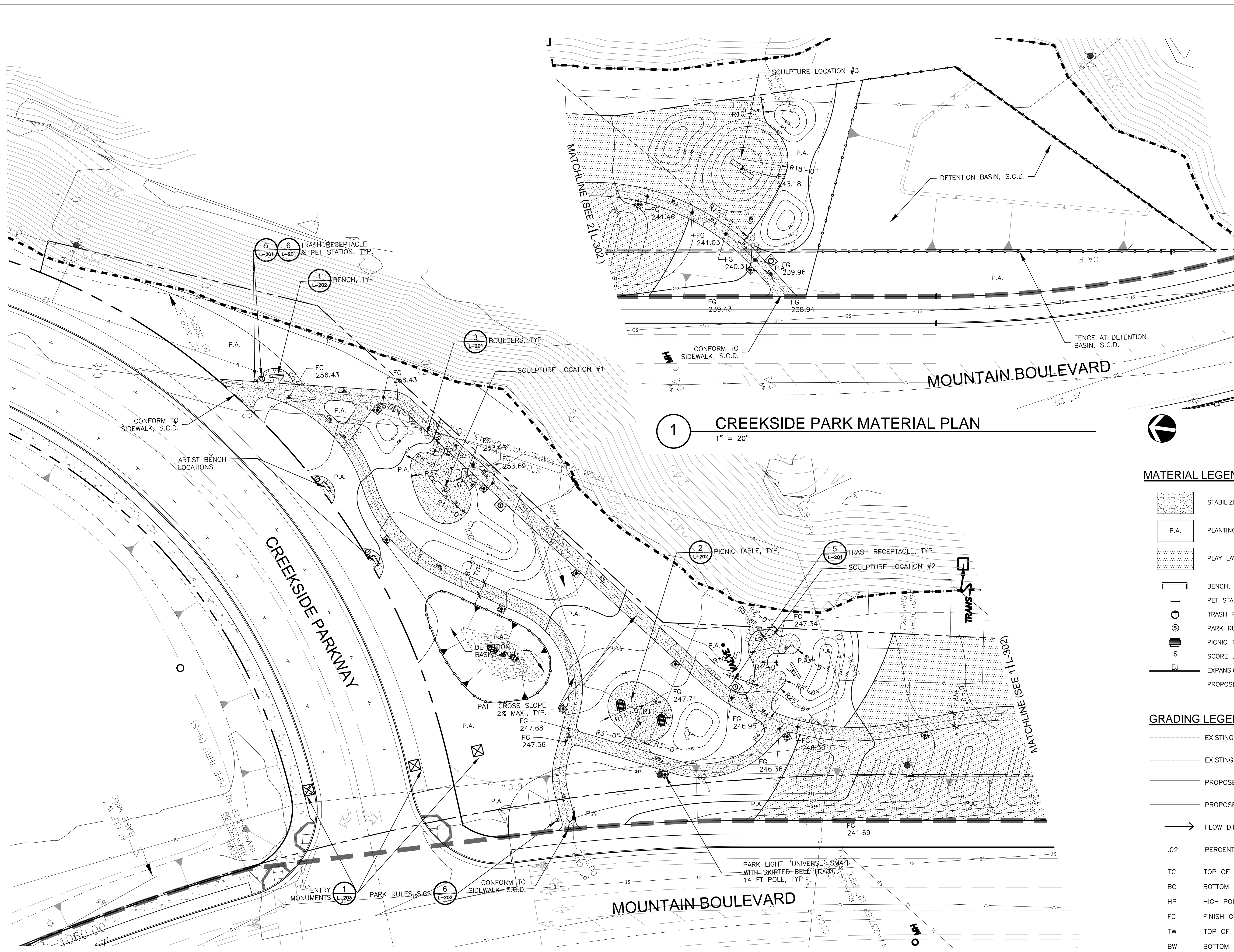
**CREEKSIDE PARK PLANTING PLAN**

Date	JUNE 11, 2019
Scale	AS SHOWN
Drawn	DC, DP
Check	CK
Sheet	

**L-113**



F:\Oak Knoll\SUN\DWG - Oak Knoll\SUN\DWG - Oak Knoll\LP-Material Plan.dwg collasos Wed Jun 26, 2019 - 10:15 am



**1 CREEKSIDE PARK MATERIAL PLAN**  
1" = 20'

**2 CREEKSIDE PARK MATERIAL PLAN**  
1" = 20'

**MATERIAL LEGEND**

- STABILIZED DECOMPOSED GRANITE PAVING
- P.A. PLANTING AREA, SEE PLANTING PLAN
- PLAY LAWN, SEE PLANTING PLAN
- BENCH, TYP.
- PET STATION, TYP.
- TRASH RECEPTACLE, TYP.
- PARK RULES SIGN
- PICNIC TABLE
- SCORE LINE
- EXPANSION JOINT
- PROPOSED CONTOUR LINE

**GRADING LEGEND**

- EXISTING MAJOR CONTOUR LINE
- EXISTING MINOR CONTOUR LINE
- PROPOSED MAJOR CONTOUR LINE
- PROPOSED MINOR CONTOUR LINE
- FLOW DIRECTION
- .02 PERCENT OF SLOPE
- TC TOP OF CURB
- BC BOTTOM OF CURB
- HP HIGH POINT
- FG FINISH GRADE
- TW TOP OF WALL
- BW BOTTOM OF WALL

Client

Project Partners

Stamp



ALL DRAWN AND WRITTEN MATERIAL APPEARING HEREIN ARE COPYRIGHTED, CONSTITUTE ORIGINAL AND UNPUBLISHED WORK OF THE LANDSCAPE ARCHITECT, AND MAY NOT BE DUPLICATED, USED OR DISCLOSED WITHOUT WRITTEN CONSENT OF THE LANDSCAPE ARCHITECT.

**OAK KNOLL-PHASE 1**

No.	Date	Description

**CREEKSIDE PARK LAYOUT & MATERIALS PLAN**

Date	JUNE 11, 2019
Scale	AS SHOWN
Drawn	DC, DP
Check	CK
Sheet	

**L-302**



# YOSHIKAWA WRIGHT SCULPTURES

## for

# OAK KNOLL - PHASE 1

# CREEKSIDE PARK, OAKLAND CALIFORNIA

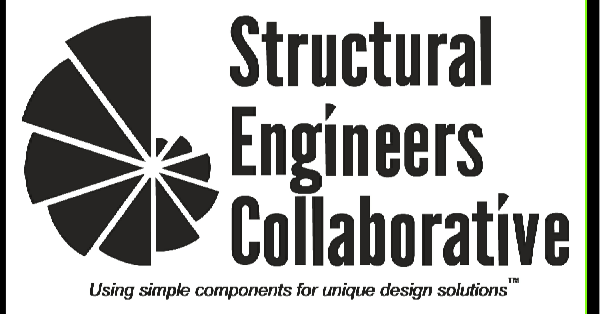


- Notes:**
- 1.) Background Information From PGA Design Sheet L-302, June 22, 2018.
  - 2.) See PGA Design Drawings & Sculptor For Exact Locations

### PROJECT SITE PLAN

#### Structural Drawing Index

- S0.0 Site Plan
- S2.0 Foundation for Sculpture & General Notes
- S2.1 Foundation for Sculpture & Details



220 Montgomery Street, Suite 439  
San Francisco, California 94104  
T: (415) 989-4466 F: (415) 989-8980

Stamp

Sculptor:

**Yoshikawa**  
Yoshikawa Stone  
6190 Temple Hill Drive  
Los Angeles, California  
90068

Public Arts Manager:

**Philip Dow**

**Oak Knoll  
Phase 1**

**Creekside Park  
Oakland, CA**

Project

**Site Plan**

Sheet Title

Revisions

#	Date	Issue

Job No: 201812

Date: 07/05/2019

Drawn By:

Sheet No:

S0.0

Time: 10:30:54  
 Date: 7/10/19  
 Drawing File: C:\CAD Data\SEC\Projects 2018\201812 - Oak Knoll Sculptures\PS-S2.0.dwg.DWG (Greenwood)



**STRUCTURAL NOTES**

1. GENERAL
  - A. These notes apply to all Structural drawings and govern unless otherwise noted.
  - B. Verify all existing conditions and proposed dimensions at job site. Compare Structural drawings with other discipline drawings before commencing work. Notify Engineer of any discrepancies and do not proceed with affected work until they are resolved. Do not scale drawings.
  - C. Unless otherwise shown or noted, all typical details shall be used at similar conditions.
  - D. SAFETY MEASURES: At all times the Builder(s) shall be solely and completely responsible for the conditions of the job site including safety of persons and properties, and for all necessary Independent Engineering reviews of these conditions, (example: shoring). Structural Engineers Collaborative's site visits are not intended to review the adequacy of the Contractor(s) safety measures.
  - E. This is a design of sculpture foundations and connection of sculptures to base. See artist for sculpture information.

2. DESIGN BASIS

- A. Construct in conformance with the 2016 California Building Code.
- B. Seismic Values:  $R = 1.25$ ,  $S_{DS} = 1.634$

3. FOUNDATIONS

- A. Base On Information Provided By Engeo Letter Dated 06/14/2019. Allowable Bearing of 2500psf for Dead + Live, With 1/3 Increase For Seismic.
- B. Do not allow water to stand in trenches. If bottoms of trenches become softened due to rain or other water before concrete is cast, excavate softened material and replace with properly compacted backfill or concrete at no cost to owner.
- C. GeoTech Engineer To Review Foundation Excavations Before Reinforcement Placement.

4. CONCRETE / CHEMICAL ADHESIVES

- A. Reinforce all concrete. Install all inserts, bolts, anchors, and reinforcing and securely tie prior to placing concrete.
- B. Concrete shall be hardrock concrete and shall attain the following ultimate compressive strengths at 28 days. (minimum cement content: 5.5 sacks/Cu. Yd.)
 

	Min. strength @ 28 days psi	Max. Aggregate size - inches	Max. slump inches
Foundations	3000 (2500psi Design)	3/4	4
- C. Consolidate concrete by the use of mechanical vibrators, but do not over vibrate.
- D. Concrete shall be placed in a continuous operation until the section is completed between predetermined construction joints.
- E. Use Simpson AT-XP or equal adhesive grouted anchors.
- F. Anchor Bolts To Be Stainless Steel A193 Grade B6.

5. REINFORCING STEEL

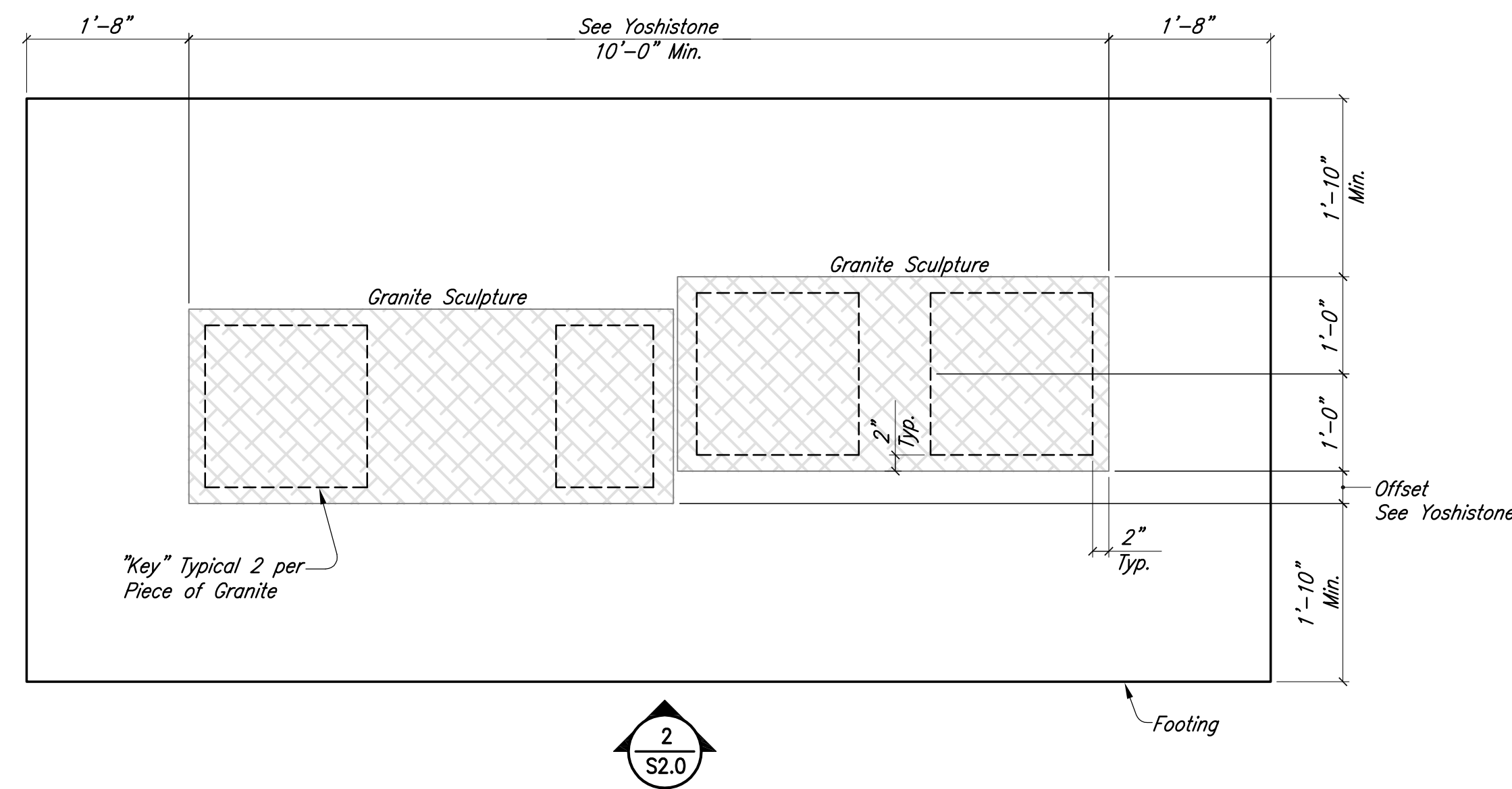
- A. All reinforcing steel bars shall conform with the Standard Specifications for Deformed Billet-Steel for concrete reinforcement, ASTM Designation A615-68, Bars #5 and larger shall be Grade 60. All other bars shall be Grade 40, unless otherwise noted.
- B. Suitable devices of some standard manufacture shall be used to hold reinforcement in its true horizontal and vertical positions. These devices shall be sufficiently rigid and numerous to prevent displacement of the reinforcing during placing of concrete.
- C. Unless otherwise noted, maintain coverage to face of bars as follows:  
3 inches where concrete is deposited against earth.  
2 inches where concrete is exposed to earth or weather, but formed.

6. TESTS & INSPECTIONS

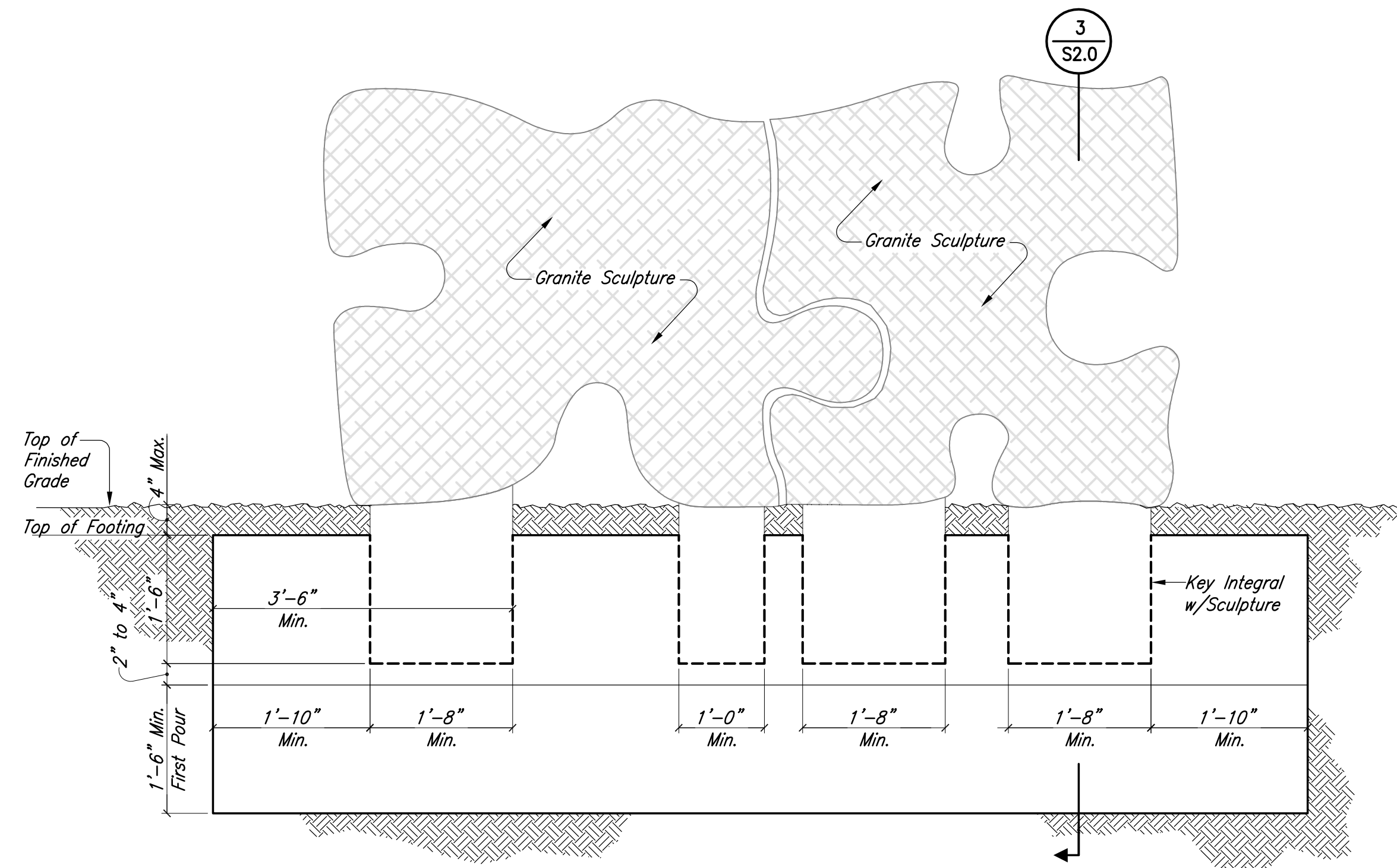
- A. Provide tests and inspection for all items as required by the California Building Code (CBC) 2016 Edition.
- B. The Owner shall be responsible for retaining an Independent Testing Lab to perform all required testing and inspections. Reports must be submitted to the Engineer within one week of visit.
- C. The Contractor/Builder shall be responsible for providing the Testing Lab with construction schedules to ensure proper coordination of work.
- D. The Contractor/Builder shall notify the Engineer & Inspector a minimum of 48 hours prior to time of inspection.
- E. Contractor/Builder is responsible for all material and tests to meet minimum requirements. Any work not meeting details or specifications shall be corrected at the Contractor's expense.
- F. The Structural Engineer must be notified to review the following for conformance to Section 1704 (2016 CBC):

Concrete Reinforcement

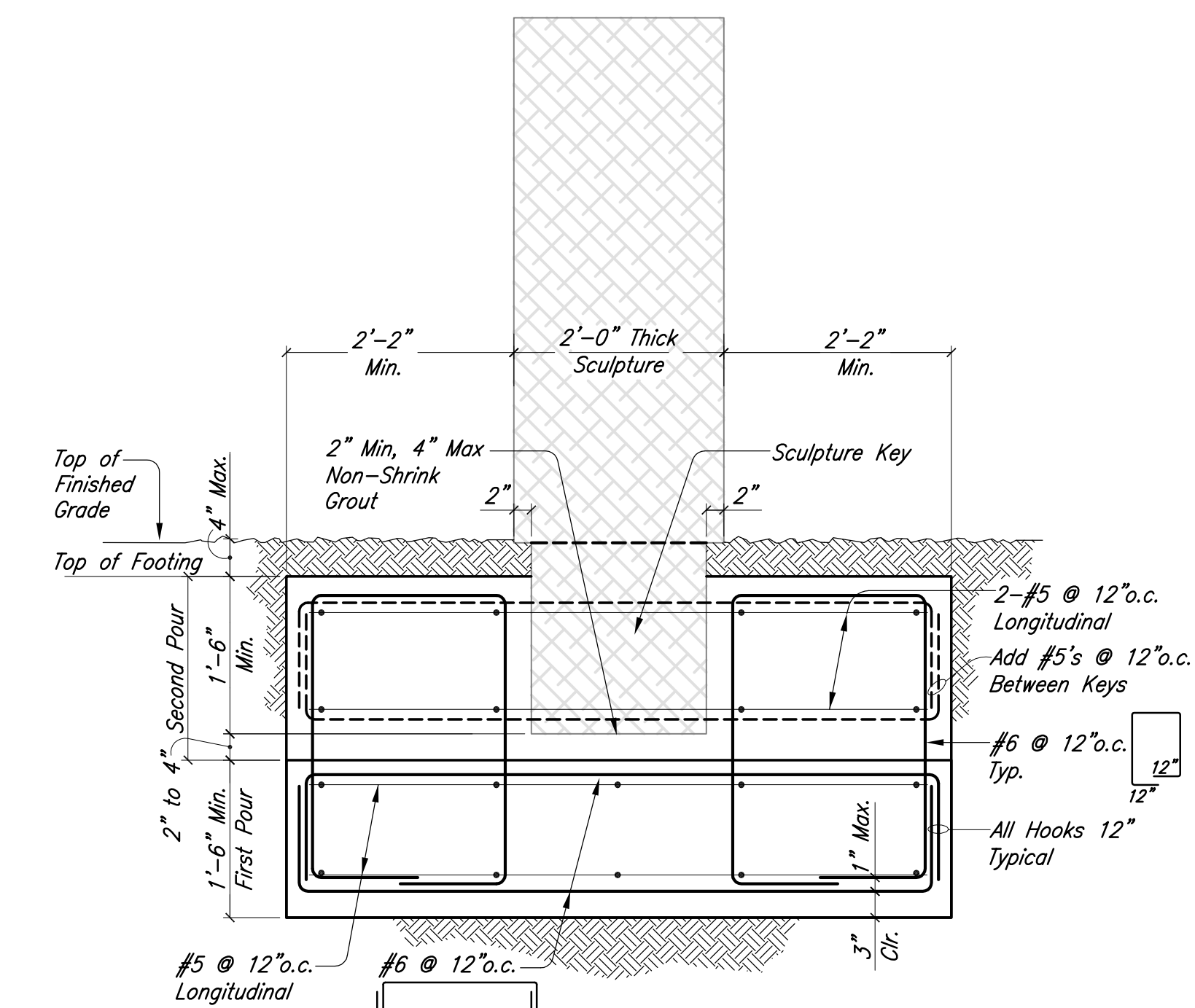
- G. Special inspection must be observed by Testing Lab for conformance to Chapter 17 including 1704, 1707 (2016 CBC), observation of post-installed anchors, concrete compressive strength for 3000 psi concrete and greater.
- H. Special Inspectors must provide a Report of each visit no later than 5 days after the Inspection. Items not complying with Construction Documents are to be reported to the Structural Engineer within 2 days.
- I. GeoTech Engineer to review and approve excavations before reinforcement placement.



**2** Plan at "Sculpture"  
S2.0 3/4" = 1'-0"



**2** "Sculpture" Elevation  
S2.0 3/4" = 1'-0"



**3** Section at "Sculpture"  
S2.0 3/4" = 1'-0"

Stamp

Sculptor:

**Yoshikawa**  
Yoshikawa Stone  
6190 Temple Hill Drive  
Los Angeles, California  
90068

Public Arts Manager:

**Philip Dow**

**Oak Knoll  
Phase 1**

Creekside Park  
Oakland, CA

Project

**Foundation  
for  
Sculpture  
&  
General  
Notes**

Sheet Title

Revisions

#	Date	Issue

Job No: 201812

Date: 07/05/2019

Drawn By: [Signature]

Sheet No:

**S2.0**



Stamp

Sculptor:

**Yoshikawa**  
Yoshikawa Stone  
6190 Temple Hill Drive  
Los Angeles, California  
90068

Public Arts Manager:

**Philip Dow**

**Oak Knoll  
Phase 1**

**Creekside Park  
Oakland, CA**

Project

**Foundation  
for  
Sculpture  
&  
Details**

Sheet Title

Revisions

#	Date	Issue

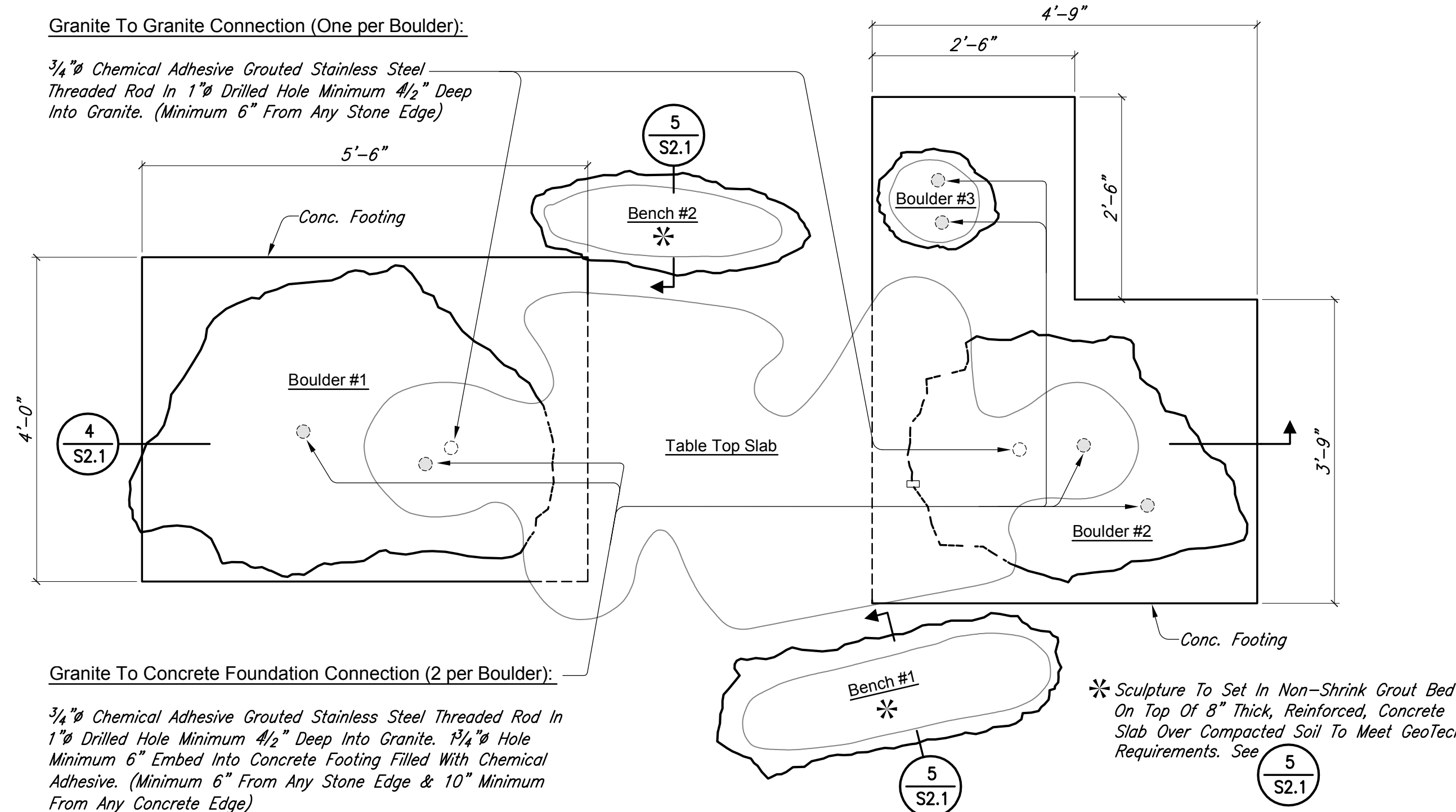
Job No: 201812

Date: 07/05/2019

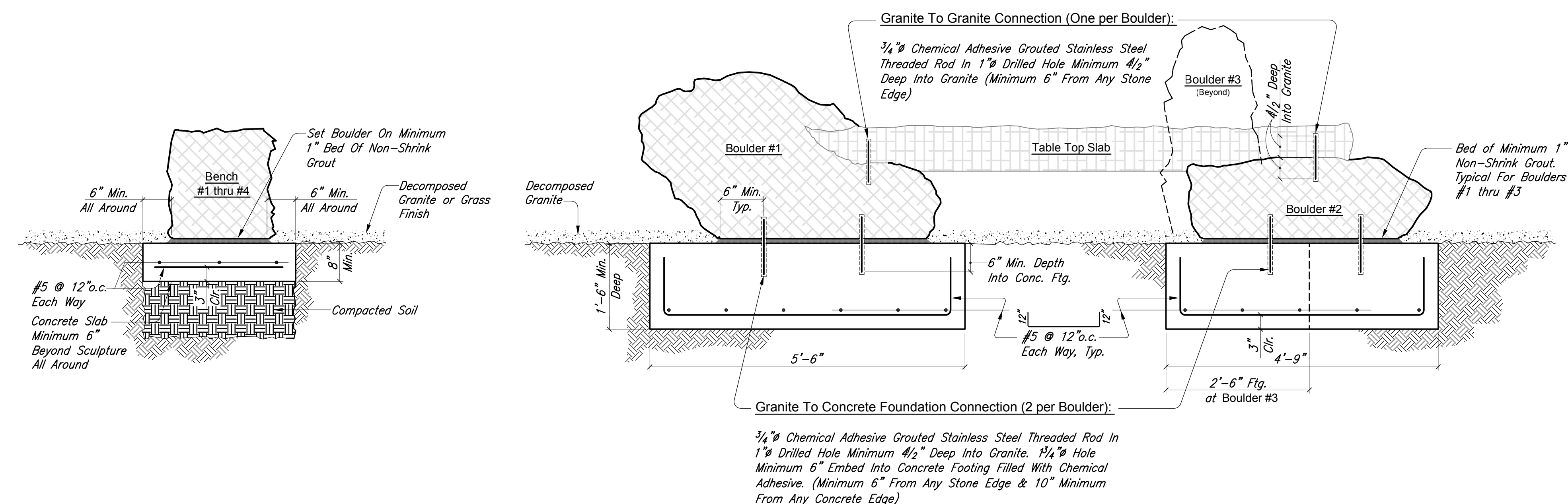
Drawn By:

Sheet No:

**S2.1**



**B** Plan at "Table & Benches"  
S2.1 3/4" = 1'-0"



**5** Bench #1 thru #4 Sculpture on Concrete Slab  
S2.1 3/4" = 1'-0"

**4** Section at "Table & Benches"  
S2.1 3/4" = 1'-0"

Time: 14:8:14 Date: 7/5/2019 Drawing File: C:\CAD Data\SEC\Projects 2018\201812 - Oak Knoll Sculptures\PS-S2.0.dwg.DWG (Greenwood)



YOSHIKAWA

OAK KNOLL CREEKSIDE ENTRY PARK PUBLIC ART CHECKLIST

**ITEM 8 ARTIST STATEMENT**



*yoshikawa*

yoshistone.com  
323.462.7139

## Overall concept for Oak Knoll Creekside Entry Park

In order to make the path through the park visually dynamic, earth berms (mounds) are being created. The overall feel is a sensual undulating landscape. The berms will vary in size, shape and height. Some of the berms will be grass-covered. Others will be planted with native plants and flowers to give a sense of regional environment. Another important purpose for the berms is to mitigate some of the sound from the nearby highway and to provide visual separation for park guests. The berms in orchestration with plants, shrubs and trees will give shape to three distinct 'cul-de-sacs' which present the key works of sculpture.

The first 'cul-de-sac' as you enter from Creekside Parkway will feature a fourteen foot granite sculptural table with seating elements. The emphasis is on its sculptural appearance but it can also function as a table or

an object of exploration. The puzzle-shape table top is anchored on both ends by basalt boulders.

The second 'cul-de-sac' is created with decomposed granite and grassy mounds. Two nine foot sculptural benches with a puzzle motif are located in this area. One is located on the decomposed granite and the other on a grassy berm.

The third 'cul-de-sac' culminates with a granite stone sculpture. This sculpture is composed of two interlocking puzzle pieces which are a metaphor for the park theme of connections, union and relationships. It is through connections and relationships that we are made whole. This process results in understanding and thus the sculpture is called 'Universal Solvent'. The dimensions for this sculpture is H5.5' x W10' x D2'.



# yoshikawa

[yoshikawasculpture@gmail.com](mailto:yoshikawasculpture@gmail.com)

323.462.7139

The theme for the Oak Knoll Creekside Entry Park is based on the concept of connections.

Definition:

Connection: the act of connecting; the state of being connected.

Connect: join (one thing with another)

Derivation: com- with, nectere bind

Listening to the experiences of the four veterans of the Oak Knoll Navy Hospital, one is struck by their words and sentiments which expressed their willingness and their duty to be of service to others. The veterans ability and willingness to help others exemplifies what might be considered the noblest impulse in Man. Looking for a common denominator in the stories of these four veterans, the concept which emerged was connections and relationships. It is through connections and relationships that succor is provided for others. It is through connections and relationships that one is healed or made whole.

Using connections as a metaphor for help, a stone sculpture will be created utilizing the motif of puzzle pieces to represent potential connections or actual connections. Also the puzzle-piece motif will be used to create a sculptural table and sculptural benches. These sculptural elements will be located at three different locations in the park. As the participants in the park become more familiar with these sculptural elements, the puzzle motif will intimate the idea of connections.





YOSHIKAWA

OAK KNOLL CREEKSIDE ENTRY PARK PUBLIC ART CHECKLIST

**ITEM 9 TECHNIQUE SAMPLES**

Site 1 table and bench maquette

Site 2 bench maquettes

Site 3 sculpture maquette



*Sculpture Site 1 maquette*





*Sculpture Site 2 maquette*



*Sculpture Site 3 maquette*





YOSHIKAWA

## OAK KNOLL CREEKSIDE ENTRY PARK PUBLIC ART CHECKLIST

### **10. Maintenance Plan**

See item 5 for updated maintenance plan.

### **11. Programming Plan**

Not Applicable

### **12. Planning and Building Documentation Requirements.**

Yoshikawa's sheet PA1-4 and Structural Engineers Collaborative sheet S0.0, S2.0 and S2.1 have been submitted to BKF Engineers for inclusion in the Oak Knoll construction documents related to the Creekside Park. The footings, as specified, will be executed during the installation of the park infrastructure and will be inclusive with park permits.

At the time of installation, depending on the site conditions, the artist may be required to acquire an encroachment permit from the City of Oakland. Yoshikawa has been required to provide Oak Knoll Venture Acquisitions, LLC, with general and commercial vehicle liability at values that will satisfy encroachment permit requirements.

### **13. Community Outreach**

After the Oak Knoll Public Art master plan was created, a September 2016 Oak Knoll Community newsletter, solely devoted to the Oak Knoll public art, was mailed to 3200 households that surround the project site.

The RFQ, open to professional artists residing in California, sought people who would create permanent art inspired by the experiences of those who practiced healing arts at the Naval Medical Center. The art could be composed of landscape, hardscape, and/or three-dimensional forms, using materials that would be permanent, durable, weather resistant, and low maintenance. Art value: \$200,000; art budget: \$230,000.

Yoshikawa Wright of Los Angeles, James Dinh of Los Angeles, and a team of Steve Gillman and Debra Singer of Oakland were selected to create proposals for the park. Each finalist consulted with a panel of veterans to gather firsthand accounts of their service at the Naval Hospital.

Creekside Entry Park Panel:

Sandi Lotter—two tours of duty in the Navy Nurses Corp at the Oak Knoll Hospital  
Tamara Thompson—community representative, King Estate



Jack Stone—artist and community representative, Oak Knoll  
Diane Zuliani—fine art curator, art faculty member at Chabot College  
Chris Hall—principal architect for Hart Howerton  
David Soyka—Oak Knoll Venture Acquisitions/Suncal  
Philip Dow—public art consultant, sculptor, community representative, Oak Knoll

Yoshikawa Wright was awarded the commission. Yoshikawa is the recipient of numerous national sculpture awards. After graduating from the University of Colorado, Boulder, he apprenticed as a stone sculptor in the stone quarries of Shodoshima, Japan. Some highlights of his career include creating a Memorial Arch for the Los Angeles Fallen Firefighters Memorial, large travertine water walls for the five-star Pelican Hill Resort in Newport Beach, and water sculptures for Wolfgang Puck's Spago in Beverly Hills and his Chinois restaurant in Las Vegas.

Yoshikawa's contract was activated in April of 2108.

In July 2019, an Oak Knoll Community newsletter was mailed to the surrounding community. It contained information about both the Creekside Park and Vehicle Bridge public art, with links to each artist's proposals. It also provided information regarding the August 2019 City of Oakland Public Art Advisory Committee meeting.



Dimond Library, Modified Budget, 2019

Artist's hours (paint) 100@ \$42/hr	\$4200
Materials	\$ 350
Maintenance	\$ 450
Artist's in-kind hours (everything to make project happen) 50@ \$42	<u>\$2100</u>
Total	\$7100
Funding, Friends of the Dimond Library	\$5000



OCEAN VIEW PUBLIC LIBRARY  
Public Library

PAAC 8-5-19 Item V. Dimond-Koppman





PAAC 8-5-19 Item V. Dimond-Koppman



PAAC 8-5-19 Item V. Dimond-Koppman





PAAC 8-5-19 Item V. Dimond-Koppman



PAAC 8-5-19 Item V, Dimond-Koppman