

GRANT AGREEMENT

City and County of San Francisco
Recreation and Park Department
and
San Francisco Parks Alliance
for the
Design and Renovation of South Park

This Grant Agreement (“Agreement”), dated for reference purposes only as January 29, 2014, by and among the City and County of San Francisco (“City”), acting through the Recreation and Park Department (“RPD”), and the San Francisco Parks Alliance, a California nonprofit public benefit corporation (“SFPA”) acting as a fiscal sponsor for South Park Improvement Association (“SPIA”), collectively referred to herein as the (“Parties”). The purpose of this Agreement is to delineate the responsibilities of each of the Parties in the design and construction of the renovation of South Park.

RECITALS

- A. RPD operates and maintains real property located in the City and County of San Francisco bound by South Park Avenue, commonly known as “South Park,” in San Francisco that is described on Exhibit A attached hereto (“**Property**” or “**Park**”). The Property is owned by the City.
- B. The SPIA is a neighborhood park advocacy group that is fiscally sponsored by SFPA. At a community meeting held on September 26, 2013, SPIA and RPD presented the conceptual plan attached hereto as Exhibit B (“**Conceptual Plan**”) to renovate the approximately 36,999 square foot Park. The renovation project includes making the Park fully accessible in compliance with disability access laws, and will feature a small children’s play area, refurbished paths, benches for seating, and refurbished lawns and plantings (“**the Project**”). At that meeting, community members supported the Conceptual Plan.
- C. The estimated cost to deliver the Project as defined in the Conceptual Plan is \$2,811,550 (“**Project Budget**”), consisting of (a) \$2,082,300 for construction, (b) \$659,250 for project management, construction management, design services and other soft costs, and (c) \$50,000 for project contingency. The Recreation and Park Commission has approved the allocation of a total of \$1.2 million for the Project consisting of (a) \$1 million in 2012 Clean and Safe Neighborhood Park Bond dollars, and (b) \$200,000 in 2008 Clean and Safe Neighborhood Park Bond Community Opportunity Fund dollars. In addition, in 2013, the Board of Supervisors appropriated \$100,000 in Eastern Neighborhoods Impact Fees for the Project. The City’s Interagency Plan Implementation Committee has recommended that \$1.2 million in Eastern Neighborhoods Impact Fees be appropriated to the Project in the

City's fiscal year 2014-15 budget. As a result, RPD anticipates that there will be a total of \$2.5 million in City funds available for the Project ("City Funds"), subject to the budgetary and fiscal requirements of the City Charter and applicable laws. Even if all \$2.5 million of City Funds are appropriated to the Project, however, there will be a funding gap of \$311,550 for the Project as currently budgeted.

- D. SFPA enters into this Agreement in its capacity as the fiscal sponsor for the SPIA. SFPA proposes to give RPD, on behalf of the SPIA, an-kind grant of services valued at approximately \$311,550 ("**In-Kind Grant**") for conceptual, schematic, and detailed design and construction documents to fill the funding gap to implement the Conceptual Plan. In addition, if construction bids come in over the \$2,082,300 construction budget, or if all of the City Funds are not appropriated or available, SPIA, through SFPA, may elect to donate the additional funds needed to implement the Conceptual Plan in an amount not to exceed \$1,500,000 ("**Cash Grant**"). SPIA intends to provide funds sufficient to implement the Project regardless of final cost. SPIA's fundraising campaign will include the sale of pavers, plaques and/or tiles with donor name(s) to recognize donors of \$1,000 or more, subject to the approval of the Recreation and Park Commission.
- E. The City's acceptance of the In-Kind Grant and Cash Grant (together, "**Grant**") from SFPA is contingent upon approval by the San Francisco Board of Supervisors.
- F. SPIA intends to propose a separate grant to the City in the future to implement a maintenance fund, contingent on its fundraising efforts.
- G. In a determination dated February 20, 2014, the City's Planning Department found that the Project is categorically exempt from environmental review under the California Environmental Quality Act (a copy of these findings is on file with the Recreation and Park Commission Secretary and are incorporated herein by reference).
- H. On February 20, 2014, the Recreation and Park Commission ("**Commission**") approved the Conceptual Plan attached hereto as Exhibit B, approved the Donor Recognition Proposal, approved this Agreement, and recommended that the Board of Supervisors accept and expend the Grant.

NOW, THEREFORE, the Parties hereto agree as follows:

1. **Term of Agreement.** This Agreement shall become effective only upon acceptance of the Grant by the San Francisco Board of Supervisors, and approval of this Agreement by the City in accord with applicable City Charter and Code provisions and full execution by the Parties (the "Effective Date"), and shall expire upon completion of construction of the Project, unless otherwise earlier terminated as set forth in Section 13 below (the "Term").

2. **Schedule.** The Parties have agreed upon certain milestones as set forth in Exhibit C attached hereto (the "Schedule"). The Schedule is preliminary and may be amended by mutual written consent of each of the Parties.

3. **Roles and Responsibilities.**

3.1. **The City.**

A. It is the role of the Recreation and Park Commission to:

1. Approve the Conceptual Plan;
2. Approve the proposed Donor Recognition Plan for the Project, including plaques and bricks, which are to conform to the Commission's Gift Policy (Res. No. 0103-042); and
3. Recommend that the Board of Supervisors accept and expend the Grant from SFPA, acting as fiscal sponsor for SPIA.

B. Subject to acceptance of the Grant by the Board of Supervisors, and the budgetary and fiscal requirements of the City Charter and City law, RPD shall provide the following for the Project:

1. City Funds. RPD anticipates that there will be a total of \$2.5 million in City Funds available for the Project that would be budgeted as follows: (a) \$2,082,300 for construction (which includes a 10% contingency), (b) \$367,700 for project management and other soft costs related to the Project, and (c) a \$50,000 project contingency to cover unanticipated costs related to the Project. The Parties acknowledge and agree that the availability of City Funds for the Project is subject to the budgetary and fiscal requirements of the City Charter and applicable City laws, including appropriation by the Board of Supervisors of the additional \$1.2 million in Eastern Neighborhoods Impact Fees referenced in Recital C. The Parties also acknowledge and agree that RPD's ability to implement the Conceptual Plan is contingent upon and subject to all of the City Funds being appropriated in accordance with City law and the construction bids coming in within the Project Budget.

2. Project Management. RPD shall provide the services of one RPD Project Manager to:

- a. Contract with the Department of Public Works ("DPW") or private consultants to provide specialized engineering support services for the project;
- b. Contract with the DPW for the coordination and administration of contract preparation and administration, and construction management;

- c. Coordinate necessary City approvals and services for the Project, including but not limited to Environmental Review, compliance with disability access laws, and RPD Department and Commission reviews;
 - d. Administer the construction contract, in conformance with City requirements to complete the Project; and
 - e. Facilitate the community meetings and public notification process.
- C. The Parties hereto acknowledge that, in contemplation of this Agreement, SFPA has entered into a fiscal sponsorship agreement with SPIA to act as fiscal sponsor for SPIA. In furtherance thereof, to the extent required under California Business and Professions Code section 7040(a), the City shall designate SFPA as an "authorized representative" of the City acting through RPD as such term is used therein.
- D. RPD reserves the right to remove or alter the site improvements to the Property in its sole discretion. However, RPD shall conduct "good faith efforts" to contact SFPA in advance of removing or altering any major component of the site improvements in order to allow SFPA the opportunity to restore the site improvements. RPD's rights and obligations described in this Section shall survive expiration of this Agreement.

3.2 SFPA.

A. In-Kind Grant – Design, Preparation of Construction Documents, and Construction Support Services.

1. Project Design Services. SFPA, on behalf of SPIA, shall engage the services of a licensed and insured design professional ("Landscape Architect") to prepare conceptual, schematic, and detailed designs and construction documents for the Project as described in the Conceptual Plan, and provide on-going design support during the construction process, subject to the following conditions:
 - a) No later than one year from the date of this Agreement, or no less than 60 calendar days prior to advertisement for bids, whichever occurs earlier, SFPA shall deliver to RPD detailed construction drawings and technical specifications for the Project, including five (5) full size sets, five (5) half size sets, and one electronic file-copy, all bearing the stamp and signature of the licensed design professional ("Plans").
 - b) SFPA shall ensure that Landscape Architect's Plans shall comply with applicable provisions of the California and San Francisco Building Codes, the Americans with Disabilities Act and any other disability access laws,

and applicable standards for professional playground design. Where there is an irreconcilable discrepancy between any of the above mentioned codes and regulations, the Landscape Architect shall identify to RPD the irreconcilable discrepancy, exercise a professional standard of care in determining which code or regulation governs, and provide RPD with the basis for its determination.

2. SFPA's Contract With Landscape Architect. SFPA's contract with the Landscape Architect shall include the following terms and conditions:
 - a. Insurance. SFPA shall require the Landscape Architect to maintain in force, during the full term of its agreement, insurance in the amounts and coverages specified in Exhibit E, and to name as an additional insured the City and County of San Francisco, its Officers, Agents, and Employees.
 - b. Construction Phase Support. The Landscape Architect shall be retained for the duration of the Project's construction and be required to provide the City with construction support services related to the Project.
 - c. Code Compliance. The Landscape Architect shall comply with requirements of applicable codes, regulations, and current written interpretation thereof published and in effect during the Landscape Architect's services. Where there is an irreconcilable discrepancy between any of the above mentioned codes and regulations, the Landscape Architect shall identify to RPD the irreconcilable discrepancy, exercise a professional standard of care in determining which code or regulation governs, and provide RPD with the basis for its determination. In the event of changes in such codes, regulations or interpretations during the course of the Project that were not and could not have been reasonably anticipated by the Landscape Architect and which result in a substantive change to the Plans, the Landscape Architect shall not be held responsible for the resulting additional costs, fees or time, and shall be entitled to reasonable additional compensation for the time and expense of responding to such changes. The Landscape Architect shall be responsible, however, to identify, analyze and report to the City pending changes to codes and regulations that would reasonably be expected to affect the design of the Project, including pending changes to the California building codes and San Francisco Building Code and other amendments.
 - d. Standard of Performance. The Landscape Architect shall acknowledge and agree that the Landscape Architect shall perform its services under the agreement in accordance with the professional standard of care applicable to the design and construction administration of projects of similar size and complexity in the San Francisco Bay Area.

3. Fixed Budget Limit Of Project Construction Cost

- a. The fixed budget limit of construction cost (the "Fixed Budget Limit") for the Project is \$2,082,300. The Fixed Budget Limit includes all of the costs of basic construction, including a 10% construction contingency. The Fixed Budget Limit excludes alternates, either additive or deductive.
- b. SFPA shall ensure that the Landscape Architect shall design a Project that conforms to the Fixed Budget Limit, where the lowest responsive bid submitted by a responsible bidder is within five percent (5%) of the Fixed Budget Limit, assuming a 10% construction contingency. In the event that cost estimates prior to bidding or actual bids indicate that the construction cost will exceed the Fixed Budget Limit, SFPA shall do one of two things; 1) cover the shortfall through its Cash Gift to the City, or 2) at no cost to the City: (i) revise the design and construction documents, plans and specifications and (ii) assist the City with re-bidding of the Project, until the construction cost is within +/-5% of the Fixed Budget Limit (while maintaining a 10% construction contingency), subject to the following conditions:
 - i. The City, in consultation with SFPA and its agents, may modify the Fixed Budget Limit, or may apply additive or deductive alternates to the lowest responsive bid to meet the Fixed Budget Limit. The Landscape Architect and the City will confer at all phases of design and before the design of any alternates. To insure that the Project design is within the Fixed Budget Limit, the Plans shall include deductive alternate(s) with a combined value of not less than 10% of the estimated construction cost, with final determination by the City in consultation with SFPA, as to the scope of such alternates, which alternates shall be a part of the bid package, and the order in which the alternates would be accepted.
 - ii. In the event that redesign services are necessary after the City has received bids for construction of the Project, SFPA shall ensure that the Landscape Architect provides such changes at no cost to the City. The Landscape Architect must complete any redesign within two (2) months of notification by the City of its intent to redesign.
 - iii. In the event that redesign services are performed after the Landscape Architect has received notification by the City to redesign and modify the Contract Documents, preparation of modified Construction Documents and preparation of a final estimate of construction cost provided by the SFPA, and obtaining City approval of the final Construction Documents, shall be the limit of the Landscape Architect's responsibility arising out of the establishment of the Fixed Budget Limit except, however, that this shall in no way limit

the Landscape Architect's responsibility or the City's remedies in the event that the reason that the Fixed Budget Limit was exceeded was the result of the Landscape Architect's negligent acts, errors or omissions.

iv. Should the City accept a bid which exceeds the Fixed Budget Limit, there shall be no additional compensation (*i.e.*, no proportional increase in fee) to the Landscape Architect resulting from the increased contract amount.

- B. Cash Grant. Upon completion of a review of the bids received, RPD shall notify SFPA if the lowest responsive bid exceeds the Fixed Budget Limit. Within 10 days of receipt of such notice from RPD, SFPA shall notify RPD whether it will make the Cash Grant to provide the City with all additional funds needed for construction of the Project as set forth in the Conceptual Plan. RPD shall not award a construction contract for the Project unless and until SFPA provides RPD with the Cash Grant to cover any such shortfall. If SFPA fails to provide the Cash Grant to cover a shortfall, RPD may elect, in its sole discretion, to amend the scope of the Project or terminate the Project altogether and shall be immediately released of all of its obligations hereunder.

SFPA, acting as fiscal sponsor for SPIA, shall not be liable to the City to provide funds or services under this Agreement except and only to the extent the amounts of such funds or services are provided by SPIA.

4. **Funding.** Neither SFPA nor RPD shall be obligated to fund any funding shortfall for the Project pursuant to this Agreement or any other agreement unless such party expressly so agrees in writing.
5. **Amendments.** This Agreement may be amended only by mutual written consent of each of the Parties, executed in the same manner as the original agreement, provided that the RPD General Manager of the Department may approve an amendment or modification that does not (i) decrease the amount of the Grant under this Agreement, (ii) materially increase the City's liabilities or obligations under this Agreement, (iii) change the Term of this Agreement or (iv) materially change SFPA's liabilities or obligations under this Agreement. Any proposed amendment which falls into the above specified categories shall require the approval of the Commission, and, if required under the City's Charter or Administrative Code, the Board of Supervisors.
6. **Insurance.** Without in any way limiting SFPA's liability pursuant to the "Indemnification" section of this Agreement, SFPA must maintain in force, during the full term of this Agreement, insurance in the amounts and coverages specified in Exhibit F, and shall name as an additional insured the City and County of San Francisco, its Officers, Agents, and Employees.

7. **Indemnification.** Subject to any provision in this Agreement or in any subsequent agreement entered into hereunder to the contrary, each party agrees to waive claims against and indemnify the other party as follows:

To the extent allowable by law, SFPA agrees to defend, indemnify and hold harmless the City, its officers, employees and agents ("City Indemnitees") from any and all acts, claims, omissions, liabilities and losses asserted by any third party arising out of acts or omissions of SFPA and/or the SPIA, their officers, employees and agents (including but not limited to the Landscape Architect) in connection with this Agreement, except those arising by reason of the sole negligence of the City Indemnitees.

City agrees to defend, indemnify and hold harmless SFPA, its officers, directors, employees and agents, from any and all acts, claims, omissions, liabilities and losses asserted by any third party arising out of acts or omissions of City, its officers, employees and agents in connection with this Agreement, except those arising by reason of the sole negligence of SFPA, its officers, directors, employees and agents.

In the event of concurrent negligence of the City, its officers, employees and agents, and SFPA and/or the SPIA, their officers, directors, employees and agents, the liability for any and all claims for injuries or damages to persons and/or property shall be apportioned under the California theory of comparative negligence as presently established or as may hereafter be modified.

The indemnity obligations described in this Section shall survive expiration of this Agreement.

8. **No Recourse.** RPD and SFPA recognize and acknowledge that SPIA is an unincorporated association of neighbors and SPIA of South Park, that each member is a volunteer, and that each is unpaid, devoting his or her services to the objectives and purposes of SPIA. Accordingly, no director, officer, or member of SPIA shall have any personal responsibility or liability whatsoever for the discharge of the obligations of SPIA set forth in this Agreement, and no director, officer, or member of SPIA shall have any personal responsibility or liability whatsoever for any obligations or liabilities of SPIA assumed or incurred by SPIA under this Agreement, provided however that SFPA assumes all such obligations and liabilities for the SPIA under this Agreement.
9. **Public Relations.** RPD shall be the lead on all media coordination for the Project. Each party will identify a designated point of contact for media inquiries. SFPA and SPIA shall notify RPD's contact of any and all media inquiries prior to responding to such inquiries, and shall provide RPD the opportunity to review and approve such responses before they are issued. SFPA and SPIA shall also provide RPD the opportunity to review and approve any press releases or media

statements on the Project before issuance.

10. **Financial Reports and Disposition of Unexpended Funds.** Upon acceptance of the Grant, RPD agrees to provide quarterly financial reports to SFPA until such time as all Grant funds have been expended or the disposition of unexpended Grant funds has been effected in accordance with the following sentence. Within 60 days of completion of the Project, RPD shall direct any unexpended Cash Grant funds to a restricted fund for the exclusive purpose of maintaining the Property.
11. **Amendments.** Any amendments or modifications to this Agreement shall be subject to the mutual written agreement of Parties, and RPD's agreement may be made upon the sole approval of the General Manager of the Department; provided, however, material amendments or modifications to this Agreement which materially increase RPD's liabilities or financial obligations under this Agreement shall additionally require the approval of the Commission.
12. **No Third Party Beneficiaries.** This Agreement is made for the purpose of setting forth certain rights and obligations of SFPA, the SPIA, and the City, and no other person or entity will have any rights or obligations under this Agreement.
13. **Early Termination and Notices.** SFPA may terminate this Agreement due to the City's failure to comply with any term of this Agreement (including all exhibits hereto) 30 days after having given the City notice of such failure, unless the City cures such failure to SFPA's reasonable satisfaction within such 30-day period, or a different reasonable timeframe mutually agreed upon by the Parties in writing.

The City may terminate this Agreement due to the SFPA's failure to comply with any term of this Agreement (including all exhibits hereto) 30 days after having given the SFPA/SPIA notice of such failure, unless SFPA cures such failure to the City's reasonable satisfaction within such 30-day period, or a different reasonable timeframe mutually agreed upon by the Parties in writing.

Notice of termination, and any other notices under this Agreement, shall be provided to each Party at the addresses below. The Parties addresses for purposes of such notices are:

SOUTH PARK IMPROVEMENT ASSOCIATION	SF RECREATION AND PARK DEPARTMENT	SAN FRANCISCO PARKS ALLIANCE
Toby Levy South Park Improvement Association Address	Philip A. Ginsburg, General Manager SF Recreation & Park Dep't 501 Stanyan Street	Matthew O'Grady Executive Director San Francisco Parks Alliance 451 Hayes Street, 2nd

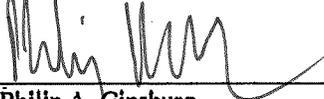
South Park Renovation
 EXHIBIT B - GRANT AGREEMENT

SOUTH PARK IMPROVEMENT ASSOCIATION	SF RECREATION AND PARK DEPARTMENT	SAN FRANCISCO PARKS ALLIANCE
	San Francisco, CA 94117	Floor San Francisco, CA 94102
Other	Sarah Ballard Director of Policy and Public Affairs SF Recreation & Park Dep't 501 Stanyan Street San Francisco, CA 94117	<i>with a copy to:</i> Noa Clark Pillsbury Winthrop Shaw Pittman LLP Four Embarcadero Center, Suite 2200 San Francisco, CA 94111
Other	<i>with a copy to:</i> Francesca Gessner Deputy City Attorney Office of the City Attorney, General Government Team City and County of San Francisco City Hall, Room 234 1 Dr. Carlton B. Goodlett Place San Francisco, CA 94102	

South Park Renovation
EXHIBIT B - GRANT AGREEMENT

IN WITNESS WHEREOF, the undersigned have indicated their approval effective as of the respective dates set forth to their names.

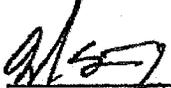
APPROVED:



Philip A. Ginsburg
General Manager
Recreation and Park Department

11/6/14

Date



Matthew O'Grady
Executive Director
San Francisco Parks Alliance

5/29/14

Date



Toby Levy
South Park Improvement Association

24 May 2014

Date

Other

Date

Other

Date

APPROVED: RECREATION AND PARK COMMISSION

By: 

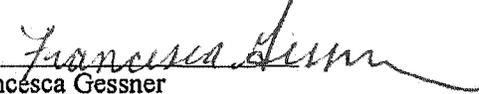
Margaret McArthur, Secretary

Date: 2/20/14

Resolution No. 1402 - 008

APPROVED AS TO FORM:

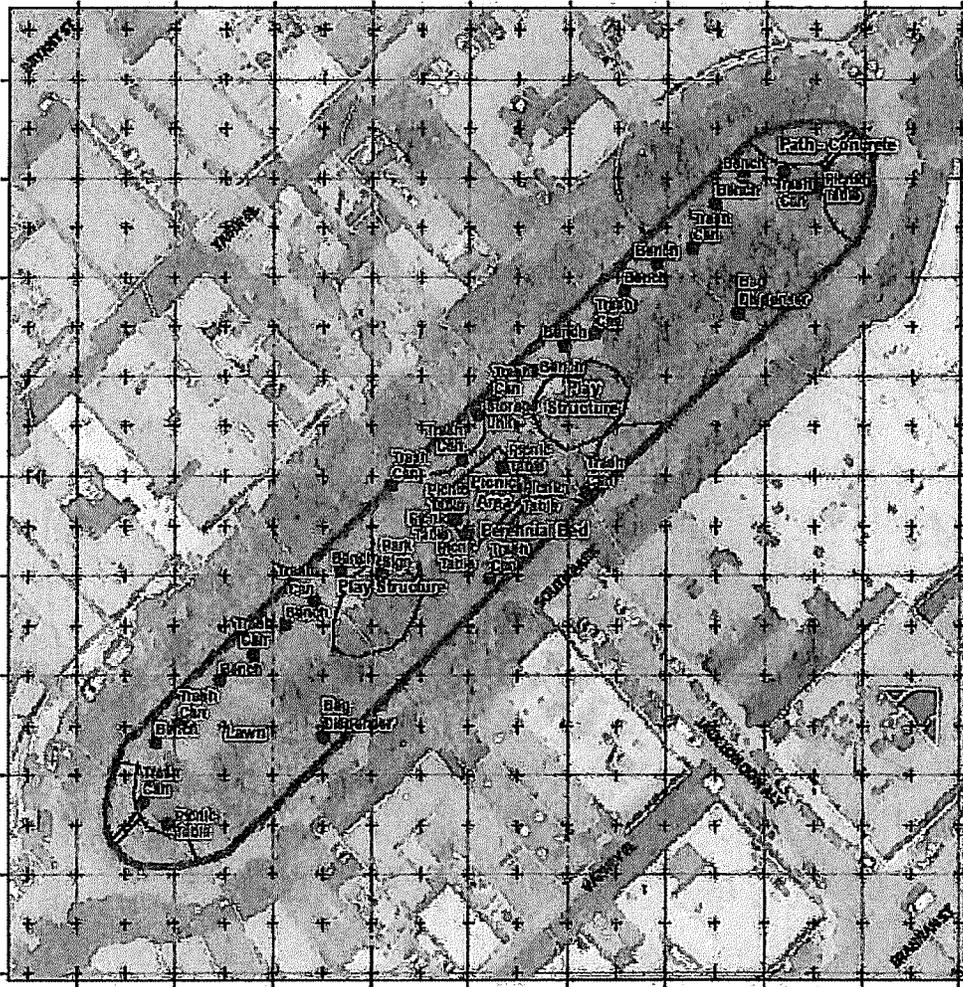
DENNIS J. HERRERA
CITY ATTORNEY

By: 
Francesca Gessner
Deputy City Attorney

Attachments:

- Exhibit A – Map Showing Project Location
- Exhibit B – Conceptual Design
- Exhibit C – Preliminary Project Schedule
- Exhibit D – Preliminary Project Budget
- Exhibit E – Landscape Architect Insurance
- Exhibit F – SFPA Insurance

**EXHIBIT A:
 MAP SHOWING PROJECT LOCATION**



- Point Asset
- + Linear Asset
- Functional Area
- ▭ Park Boundary

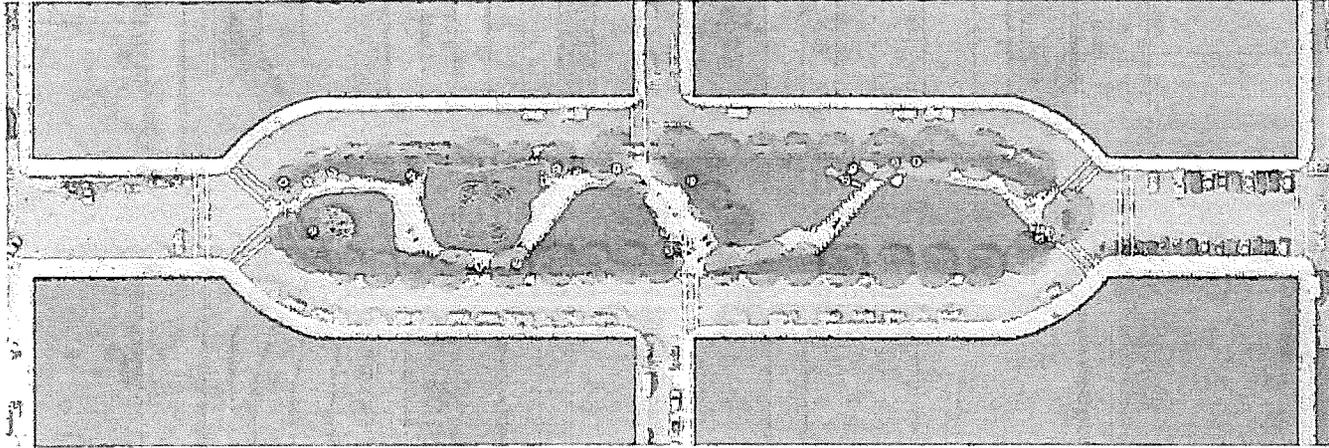
Grid = 60 Feet
 Ticks = 26 Feet

Created by East Providence
 Department of Public Works
 Planning Division

Aug. 24, 2009



**EXHIBIT B:
CONCEPTUAL DESIGN**



- 1 CUSTOM PLANTING
- 2 UNIVERSAL PLAY
- 3 CUSTOM LIGHTING
- 4 INTERPRETIVE DISPLAY
- 5 TRASH & RECYCLE RECEPTACLE

**EXHIBIT C:
PRELIMINARY PROJECT SCHEDULE**

Phase	Target Start	Target Finish
Planning (6 months)	May 2013 <i>January 2016</i>	January 2014 <i>June 2016</i>
Design (10 months)	February 2014 <i>July 2016</i>	November 2014 <i>April 2017</i>
Bid/Award (6 months)	December 2014 <i>May 2017</i>	May 2015 <i>October 2017</i>
Construction (12 months)	June 2015 <i>November 2017</i>	May 2016 <i>October 2018</i>
Closeout (2 months)	June 2016 <i>November 2018</i>	July 2016 <i>December 2018</i>

* Agreement Project Delivery Schedule

* *Approved Bond Program Schedule*

**EXHIBIT D:
 PRELIMINARY BUDGET**

		<u>Fund Source:</u>		
		<u>BUDGET</u>	<u>CITY</u>	<u>GRANT</u>
<u>Construction, Purchase & Installation</u>		\$2,082,300	\$2,082,300	\$0
Primary Construction	\$1,893,000			
Construction Contingency	\$189,300			
<u>Project Controls</u>		\$679,250	\$367,700	\$311,550
Management & Administration	\$135,740			
Design & Engineering	\$354,750			
Permits & Approvals	\$31,790			
Construction Support	\$156,970			
<u>Project Contingency</u>		\$50,000	\$50,000	\$0
PROJECT BUDGET		\$2,811,550	\$2,500,000	\$311,550

EXHIBIT E:
LANDSCAPE ARCHITECT CONTRACT INSURANCE REQUIREMENTS

Without in any way limiting SFPA and Landscape Architect's liability pursuant to the "Indemnification" section of this Agreement, Landscape Architect must maintain in force, during the full term of the Agreement, insurance in the following amounts and coverages:

1) Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than \$1,000,000 each accident, injury, or illness; and

2) Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations; and

3) Commercial Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.

4) Professional liability insurance, applicable to Landscape Architect's profession, with limits not less than \$1,000,000 each claim with respect to negligent acts, errors or omissions in connection with professional services to be provided under this Agreement.

b. Commercial General Liability and Commercial Automobile Liability Insurance policies must be endorsed to provide:

1) Name as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees.

2) That such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought.

c. Regarding Workers' Compensation, Landscape Architect hereby agrees to waive subrogation which any insurer of Landscape Architect may acquire from Landscape Architect by virtue of the payment of any loss. Landscape Architect agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Landscape Architect, its employees, agents and consultants.

d. All policies shall provide thirty days' advance written notice to the City of reduction or nonrenewal of coverages or cancellation of coverages for any reason. Notices shall be sent to the City address in the "Notices to the Parties" section.

e. Should any of the required insurance be provided under a claims-made form, Landscape Architect shall maintain such coverage continuously throughout the

term of this Agreement and, without lapse, for a period of three years beyond the expiration of this Agreement, to the effect that, should occurrences during the contract term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.

f. Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limits specified above.

g. Should any required insurance lapse during the term of this Agreement, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this Agreement, effective as of the lapse date. If insurance is not reinstated, the City may, at its sole option, terminate this Agreement effective on the date of such lapse of insurance.

h. Before commencing any operations under this Agreement, Landscape Architect shall furnish to City certificates of insurance and additional insured policy endorsements with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are satisfactory to City, in form evidencing all coverages set forth above. Failure to maintain insurance shall constitute a material breach of this Agreement.

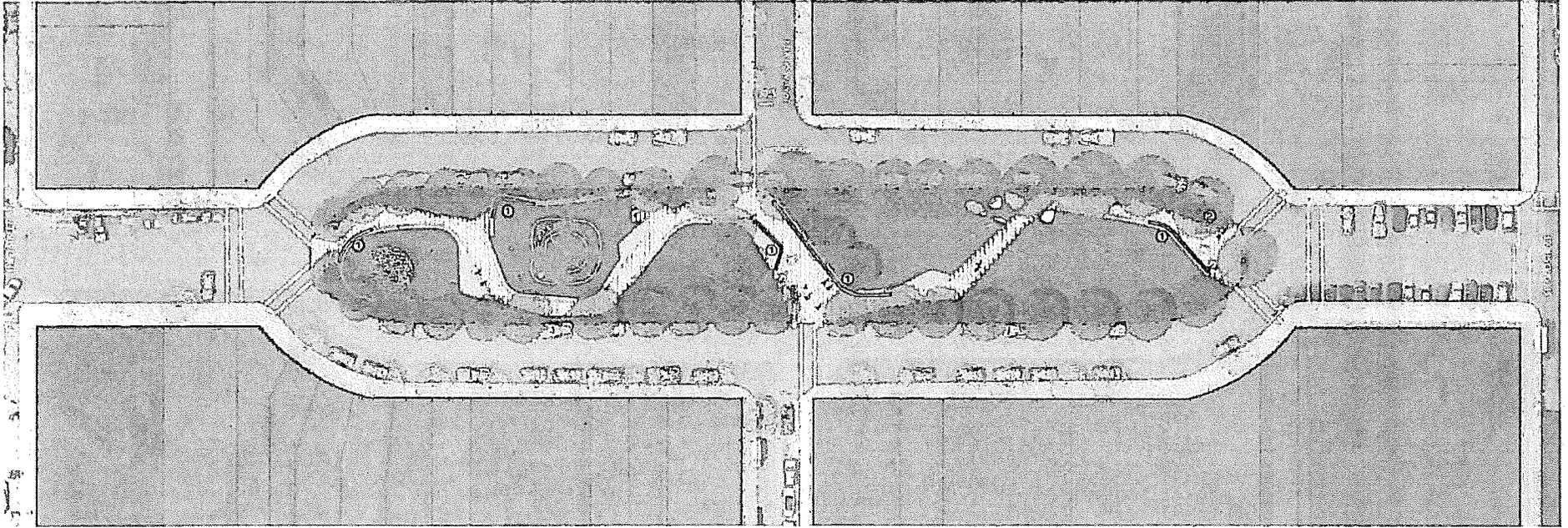
i. Approval of the insurance by City shall not relieve or decrease the liability of Landscape Architect hereunder.

j. If a subcontractor will be used to complete any portion of this Agreement, the Landscape Architect shall ensure that the consultant shall provide all necessary insurance and shall name the City and County of San Francisco, its officers, agents and employees and the Landscape Architect listed as additional insureds.

**EXHIBIT F:
SFPA INSURANCE**

SFPA will maintain in force, during the full term of the Agreement, insurance in the following amounts and coverage:

- A. Workers' Compensation, with Employer's Liability limits not less than \$1,000,000 each accident.
- B. Comprehensive General Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage.
- C. Business Automobile Liability Insurance with not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage.
- D. Comprehensive General Liability and Business Automobile Liability Insurance policies shall be endorsed to provide the following:
 - a. Name as Additional Insured (except with respect to the professional liability and workers' compensation coverage) the City and County of San Francisco, its Officers, Agents, and Employees.
 - b. That such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of the Contract, and that insurance applies separately to each insured against whom claim is made or suit is brought.



- ① DONOR RECOGNITION PLAQUE LOCATIONS
- ② INTERPRETIVE SOUTH PARK HISTORY DISPLAY

South Park Renovation
 EXHIBIT C - DONOR
 RECOGNITION PROGRAM

THE SOUTH PARK MASTER PLAN



FLETCHER STUDIO
 LANDSCAPE ARCHITECTURE
 02.05.14