

**Grant Agreement and Permit to Enter for Design of Sergeant John Macaulay Park
Between the City and County of San Francisco Recreation and Park Department
And
The Trust for Public Land**

This Agreement for in kind project management, community outreach, planning and design services for **Sergeant John Macaulay Park** ("**Agreement**"), is dated for reference purposes only as June 19, 2017, by and between the City and County of San Francisco ("**City**"), acting through the Recreation and Park Department ("**RPD**") and the Trust for Public Land ("**TPL**"), a California nonprofit public benefit corporation collectively referred to herein as the ("**Parties**").

RECITALS

- A. **Project Site.** The City, through RPD, operates and maintains the **Sergeant John Macaulay Park**, which includes a playground the City and County of San Francisco, CA at the corner of Larkin and O'Farrell Streets, described on **Exhibit A** attached hereto and commonly referred to as "**Sergeant Macaulay Park**" (the "**Project Site**").
- B. **Grant.** TPL wishes to provide in kind project management, community outreach, planning and design services to the City (the "**Grant**") and will, in cooperation with RPD assume responsibility for these services, according to the Work Plan, Tasks 0-4 attached as **Exhibit B: Community Engagement and Activation Planning, Planning and Concept Design, Design Development and Construction Drawings, assistance with Bid and Award, and Construction Administration and Close-out.**
- ~~C. **Fundraising.** TPL is working towards raising the funds to complete the project and this agreement represents TPL's commitment to work towards closing the funding gap.~~
- D. **Grant Approval.** On 8/17/17, 2017 by Resolution No. 1708-03 the San Francisco Recreation and Park Commission ("**Commission**") recommended that the Board of Supervisors accept from TPL an in-kind grant of project management, community outreach, planning and design services currently valued at approximately \$500,000 (the "**Grant**" for improvements at the Project Site). City's acceptance of the Grant is conditioned upon approval from the Board of Supervisors.

NOW, THEREFORE, the Parties hereto agree as follows:

1. **Term of Agreement.** This Agreement shall become effective upon approval of this Agreement by the City in accordance with applicable City Charter and Code provisions and full

execution by the Parties (the "Effective Date") and shall expire, unless otherwise earlier terminated as set forth in Section 8 below, 3 years from the Effective Date, unless the Parties mutually agree to extend the term (the "Term").

2. **The Project.** The "Project" shall consist of the in-kind services for the Site to be provided by TPL under this Agreement for consideration by RPD.

3. **Schedule.** The Parties have agreed to the Work Plan, Project Timeline as set forth in **Exhibit B, page 8** (the "Schedule"). The Schedule may be amended only by mutual written consent of each of the Parties.

4. **Permission to Enter.** The Department confers on TPL a revocable, personal, unassignable, non-exclusive and non-possessory privilege to enter upon and use the Project Site owned by City for the limited purpose of documenting existing conditions at the Project Site and holding community meetings subject to the terms, conditions and restrictions set forth below. This Agreement gives TPL a license only, revocable at any time at the will of City, and notwithstanding anything to the contrary herein, this Agreement does not constitute a grant by City of any ownership, leasehold, easement or other property interest or estate whatsoever in the Project Site, or any portion thereof.

5. **Roles and Responsibilities.**

5.1. **RPD**

A. RPD will:

- ~~1. Request that the Recreation and Park Commission recommend that the Board of Supervisors accept the Grant from TPL;~~
2. Consider for possible approval the concept design developed and submitted by TPL;
3. Provide, at no cost to TPL, an RPD project manager to coordinate with TPL's project manager. RPD's Project manager will be responsible for coordination and for coordinating all necessary internal reviews from other RPD staff and city agencies;
4. Hire and manage a construction manager and a contractor to build the project; and
5. Pay for other fees and services as outlined in the Work Plan budget in **Exhibit B.**

5.2. **TPL**

A. General Obligations.

1. TPL, at its own expense and at no cost to the City, shall provide all labor, materials, project management and design services necessary for the completion of the design for proposed improvements at the Project Site per the Work Plan outlined in **Exhibit B**.

2. TPL shall be responsible for fully incorporating comments from RPD staff into the design and for ensuring that the Construction Drawings comply with all applicable laws, statutes, ordinances and governmental rules and regulations, including, without limitation, all federal and state laws governing disability access.

3. TPL will select a contractor or contractors of its choice to perform all architectural and other services relating to the design. TPL will fund all costs associated with its contracts or subcontracts for design consultation. TPL will be fully responsible for all payments to all consultants, contractors and subcontractors retained by it and performing work related to the Project at no cost to the City.

4. Insurance. Without in any way limiting TPL's liability pursuant to the "Indemnification" section of this Agreement, TPL and any Architect TPL selects pursuant to subsection 2 above shall maintain in force, during the full term of this Agreement, insurance in the amounts and coverages and subject to the terms specified in **Exhibit C and Exhibit D** accordingly.

B. Architect/Design Professional Contract.

1. TPL's contract with the architect or design professional it hires to design the Project (~~"Architect"~~) shall include the following terms and conditions:

- a. Insurance. Architect shall maintain in force, during the full term of its agreement, insurance in the amounts and coverages specified in Exhibit C, and name as an additional insured the City and County of San Francisco, its Officers, Agents, and Employees for those policies where additional insureds coverage is available.
- b. Code Compliance. The Architect shall comply with requirements of applicable codes, regulations, and current written interpretation thereof published and in effect during the Architect's services. Where there is an irreconcilable discrepancy between any of the above mentioned codes and regulations, the 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. The Architect shall be responsible to identify, analyze and report to the City on 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

- c. Standard of Performance. The Architect shall acknowledge and agree that its services under the agreement shall be performed in accordance with the professional standard of care applicable to the design and construction of projects of similar size and complexity in the San Francisco Bay Area.
- d. Indemnification.
 - i. General. To the fullest extent permitted by law, Architect shall assume the defense of (with legal counsel subject to approval of the City), indemnify and save harmless the City, its boards, commissions, officers, and employees (collectively "Indemnitees"), from and against any and all claims, loss, cost, damage, injury (including, without limitation, injury to or death of an employee of the Architect or its subconsultants), expense and liability of every kind, nature, and description (including, without limitation, incidental and consequential damages, court costs, attorneys' fees, litigation expenses, fees of expert consultants or witnesses in litigation, and costs of investigation), that arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, the negligence, recklessness, or willful misconduct of the Architect, any subconsultant, anyone directly or indirectly employed by them, or anyone that they control (collectively, "Liabilities").
 - ii. Limitations. No insurance policy covering the Architect's performance under this Agreement shall operate to limit the Architect's Liabilities under this provision. Nor shall the amount of insurance coverage operate to limit the extent of such Liabilities. The Architect assumes no liability whatsoever for the sole negligence, active negligence, or willful misconduct of any Indemnitee or the contractors of any Indemnitee.
 - iii. Copyright infringement. Architect shall also indemnify, defend and hold harmless all Indemnitees from all suits or claims for infringement of the patent rights, copyright, trade secret, trade name, trademark, service mark, or any other proprietary right of any person or persons in consequence of the use by the City, or any of its boards, commissions,

officers, or employees of articles or services to be supplied in the performance of Architect's services under this Agreement. Infringement of patent rights, copyrights, or other proprietary rights in the performance of this Agreement, if not the basis for indemnification under the law, shall nevertheless be considered a material breach of contract.

6. **Indemnification.** Each party agrees to waive claims against and indemnify the other party as follows:

6.1 TPL 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 TPL, its officers, directors, employees, agents, contractors or subcontractors, in connection with this Agreement, except those arising by reason of the sole negligence of the City Indemnitees.

6.2 City agrees to defend, indemnify and hold harmless TPL, its officers, directors, employees and agents ("**TPL Indemnitees**"), 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 TPL Indemnitees.

6.3 In the event of concurrent negligence of the City Indemnities and the TPL Indemnities, 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.~~

6.4 TPL's and City's respective obligations under this Section shall survive the expiration or other termination of this Agreement.

7. **Public Relations.** RPD and TPL shall use good faith efforts to cooperate on matters of public relations and media responses related to the Project. The Parties shall also use good faith efforts to cooperate with any inquiry by the other Party or by the public in regard to this Agreement. This Agreement, and any report or memorandum between the Parties, shall be subject to the disclosure requirements of the City's Sunshine Ordinance and the California Public Records Act.

Any response to an inquiry by a news or community organization to RPD or TPL in reference to the Project shall include a recommendation to contact the other Party. TPL

shall also require the Architect to notify TPL and the City regarding any response to an inquiry by a news or community organization. Neither TPL nor RPD shall issue a press release in regard to this Agreement without providing prior notice to the other party. To facilitate the execution of this Section, the City and TPL have each designated one person as a spokesperson with respect to this Agreement. All media contacts to RPD will be directed to the Director of Policy and Public Affairs at the address provided for RPD in Section 8 below. All media contacts to TPL will be directed to Tim Ahern at the address provided for TPL in Section 8 below.

Nothing in this Agreement shall prohibit TPL or RPD from discussing this Agreement in response to inquiries from the public or the press.

Sergeant John Macaulay Park is one of the 13 playgrounds to be renovated as part of the Playgrounds Campaign, known as Let's Play SF! To the fullest extent possible all print and electronic public communications regarding the project shall refer to Let'sPlaySF and the Recreation and Park Department and include the Let'sPlaySF logo and the RPD logo, as shown in Exhibit E. Additionally, to the fullest extent possible all print and electronic public communications regarding the Sergeant Macaulay Park project shall refer to The Trust for Public Land and include the Trust for Public Land logo as shown in Exhibit F.

8. **Early Termination and Notices.**

8.1 TPL 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 TPL's reasonable satisfaction ~~within such 30-day period, or a different reasonable timeframe mutually agreed upon by~~ the Parties in writing.

8.2 The City may terminate this Agreement due to TPL failure to comply with any term of this AGREEMENT (including all exhibits hereto) 30 days after having given TPL notice of such failure, unless TPL 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.

8.3 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:

TRUST FOR PUBLIC LAND	SF RECREATION AND PARK DEPARTMENT
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TRUST FOR PUBLIC LAND	SF RECREATION AND PARK DEPARTMENT
<p>Gilman Miller, Senior Counsel The Trust for Public Land - Western Division 101 Montgomery Street, Suite 900 San Francisco, CA 94104 Tel: 415-800-5295 Fax: 415-495-0541</p>	<p>Philip A. Ginsburg, General Manager SF Recreation & Park Dep't 501 Stanyan Street San Francisco, CA 94117</p>
<p>Tim Ahern, Senior Director, Media Relations The Trust for Public Land - Western Division 101 Montgomery Street, Suite 900 San Francisco, CA 94104 Tel: 415-800-5177 Fax: 415-495-0541</p>	<p>Sarah Madland, Dir. of Policy & Public Affairs SF Recreation & Park Dep't 501 Stanyan Street San Francisco, CA 94117</p>
	<p><u>with a copy to RPD General Counsel</u> Office of the San Francisco City Attorney, General Government Team City Hall, Room 234 1 Dr. Carlton B. Goodlett Place San Francisco, CA 94102</p>

9. **No Tobacco Advertising.** The Parties acknowledge and agree that no advertising of cigarettes or tobacco products is allowed on any real property owned by or under the control of the City, including the property, which is the subject of this Agreement. This prohibition includes the placement of the name of a company producing, selling or distributing cigarettes or tobacco products or the name of any cigarette or tobacco product in any promotion of any event or product. This prohibition does not apply to any advertisement sponsored by a state, local or nonprofit entity designed to communicate the health hazards of cigarettes and tobacco products or to encourage people not to smoke or to stop smoking.

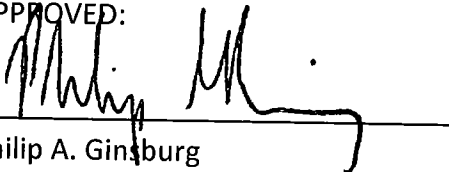
10. **Miscellaneous.**

- a. This Agreement (including the Exhibits hereto, which are incorporated herein by reference) contains the entire understanding between the Parties as of the date of this Agreement, and all prior written or oral negotiations, discussions, understandings and agreements are merged herein.
- b. All actions described herein including but not limited to the feasibility study and concept design for the Project Site as permitted herein, are subject to and must be conducted and accomplished in accordance with the applicable requirements of the City's charter, its municipal code and applicable state and federal laws, building codes and regulations.
- c. Except as expressly provided to the contrary, all approvals, consents and determinations to be made by the City hereunder may be made by the General Manager of RPD or his or her designee in his or her sole and absolute discretion.

11. **Amendments.** The Parties may enter into additions, amendments, or other modifications to this Agreement (including, without limitation, preparation of any or all of its exhibits) that the Recreation and Park Department's General Manager, in consultation with the City Attorney, determines are in the best interest of the City, do not materially decrease the benefits of the Agreement to the City, do not materially increase the obligations or liabilities of the City, do not authorize the performance of any activities without pursuing all required regulatory and environmental review and approvals, and are necessary or advisable to complete the transactions which the Agreement contemplates and effectuate the purpose and intent of this Agreement. Any other additions, amendments, or modifications require approval from the Recreation and Park Commission. This Agreement may be amended or modified only ~~in writing signed by TPI and the Department.~~

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

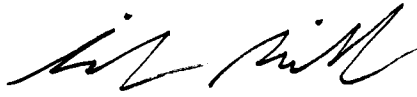
APPROVED:



Philip A. Ginsburg
General Manager
Recreation and Park Department

7/21/17

Date



Gilman Miller
Senior Counsel
Trust for Public Land

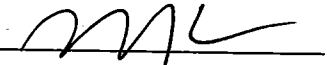
June 19th, 2017

Date

APPROVED AS TO FORM:

DENNIS J. HERRERA
CITY ATTORNEY

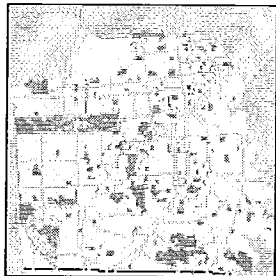
By:


~~Mantu Pradhan~~ Yashra Taylor
Deputy City Attorney

Attachments:

- Exhibit A – Map Showing Project Location
- Exhibit B – Work Plan
- Exhibit C – Architect Insurance Requirements
- Exhibit D – TPL Insurance Requirements
- Exhibit E – Let's Play SF logo and RPD Logo
- Exhibit F – The Trust for Public Land logo

**EXHIBIT A
MAP SHOWING PROJECT LOCATION**

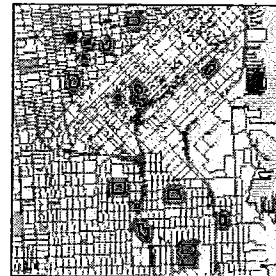


- Point Asset
- Linear Asset
- Functional Area
- ▭ Park Boundary

Grid = 50 Feet
Ticks = 25 Feet

Created by San Francisco
Parks and Recreation Department
Planning Division

Aug 26, 2008



**Sgt. John Macaulay Park
NSA 4**



EXHIBIT B:
(attached)
The Trust for Public Land Work Plan,

Sergeant John Macaulay and Turk-Hyde Park



WORK PLAN

**Sergeant John Macaulay and Turk-Hyde Park
Renovations**

DRAFT April 27, 2016

Introduction

The work plan proposed in this document aims at developing community supported renovation and activation plans for Sergeant Macaulay and Turk-Hyde Parks. These multi-benefit renovations will be anchored in the context of other existing recreational facilities and programs within the parks' service areas in the Tenderloin. In other words, the process will look at the area as a system of open spaces and programs aimed to address the needs and priorities of the residents, and will develop strong partnerships to keep the playgrounds safe and active.

The need to renovate these two parks is high. Both parks are located in one of the densest, most diverse, lowest income and most park-poor neighborhoods in the City. Over 4,000 children and youth, and a total of 44,000 people reside within a 10-minute walk of these parks (see attached census data summary for the service area). In addition, Turk-Hyde Mini Park was prioritized in the 2012 Clean and Safe Neighborhood Parks Bond as one of 15 neighborhood parks that needs to be renovated, while Sergeant Macaulay ranked in the bottom six of all 135 playgrounds in San Francisco according to the Failing Playgrounds Task Force.

It is worth pointing out that the renovation of Sergeant Macaulay Park will be one of the first among the thirteen playgrounds to be renovated as part of the Playgrounds Campaign led by the San Francisco Parks Alliance in partnership with the San Francisco Recreation and Park Department. The Trust for Public Land is thankful to be a part of this effort to renovate Sergeant Macaulay Park, which will set the standard and contribute towards the Playgrounds Campaign's meaningful city-wide goal.

This process offers a great opportunity to continue strengthening great partnerships between the San Francisco Recreation and Parks Department, the Saint Francis Foundation, The Trust for Public Land, the San Francisco Parks Alliance and other key potential partners with the shared goals of improving community health by providing access to high quality and safe outdoor spaces.

We recognize that part of ensuring success is to have clear roles, responsibilities and agreed upon outcomes among the partners. To that end, this document provides an initial starting point to scope the endeavor and set the stage for an open and continuous dialog to define roles and responsibilities, shared goals, desired outcomes and next steps.

We are pleased and appreciative of your interest in supporting this highly needed initiative in the Tenderloin and look forward to continuing our great work together.

Project Partners and Roles

The Trust for Public Land has been a partner with the San Francisco Recreation and Parks Department for more than 40 years. The Trust for Public Land brings national expertise and resources to create parks and protect land for people, ensuring healthy, livable communities for generations to come. In San Francisco, The Trust for Public Land has an ongoing interest in the Tenderloin, one of the densest, most diverse and park poor neighborhoods in the City. Among dozens of park design and development projects implemented in partnership with the San Francisco Recreation and Park Department (Rec Park), The Trust for Public Land has been instrumental in the rebirth of Boeddeker Park and is currently working on the design and renovation of the Civic Center Playgrounds.

The Trust for Public Land and Rec Park will work together and coordinate with other partners on the neighborhood assessment, community engagement, concept design and activation planning for both Turk-Hyde and Sergeant Macaulay parks. Rec Park will then take the lead on Turk-Hyde Mini Park to take it through detailed design and construction, while The Trust for Public Land will take the lead on Sergeant Macaulay.

For Sergeant Macaulay, in addition to the role described above, The Trust for Public Land will be responsible for overall project management and design oversight. This role will include managing a team of professional consultants and coordinating closely with Rec Park, Parks Alliance, the St. Francis Foundation, the Planning Department and other partners. In addition to the community engagement during the participatory concept design phase The Trust for Public Land will provide regular updates to the community and ensure that the project gets constructed based on the community's vision. During bid and construction, the Trust for Public Land will continue to provide project management and construction administration to support Rec Park's construction manager.

The Trust for Public Land has selected Miller Company Landscape Architects as lead designer due to this firm's expertise in playground and landscape design including community participation, and due to their track record in working with The Trust for Public Land and Rec Park. Miller Company has been working in San Francisco for more than 30 years, has recently completed the nature-based Lafayette Park Playground, and is currently working with The Trust for Public Land on the renovation of Hilltop Park in Bayview-Hunters Point. Miller Company is joined by a team of engineers and other subconsultants that brings excellence in their respective disciplines and understands the unique challenges of public work.

~~The San Francisco Recreation and Park Department is the owner and responsible for the maintenance and management of the parks. We envision that the partnership with The Trust for Public Land will follow a similar structure as for Boeddeker Park. We envision that Rec Park's responsibilities will include: a) providing and facilitating reviews and approvals to ensure the design meets City standards, b) bidding the project's construction in accordance to Public Bid requirements, c) holding and managing the construction contract with the selected contractor.~~

The San Francisco Parks Alliance is also a key partner for parks in the City. Parks Alliance has been working in San Francisco for 55 years to inspire and promote civic engagement and philanthropy to protect, sustain, and enrich San Francisco parks, recreation and green open spaces. Among other efforts, Parks Alliance has recently committed to leverage \$15.5m in public funding by raising an additional \$10m to help renovate 13 playgrounds (including Sergeant Macaulay) across the City.

DRAFT – 04.27.2016

For this project, the Parks Alliance will have a role working with The Trust for Public Land and Rec Park as outreach partner to bring city-wide attention to the effort by linking it to the Playgrounds Campaign.

The Saint Francis Foundation and the Tenderloin Health Improvement Partnership can catalyze this initiative by providing much needed philanthropic resources needed to revitalize these parks. In addition The Saint Francis Foundation can leverage existing relationships in the neighborhood to help advance the projects as part of a neighborhood wide strategy and at the same time lend valuable expertise in guiding how park renovation projects, like Turk-Hyde and Sergeant Macaulay Park, can improve community health, safety, and wellbeing for Tenderloin residents. Just as with Boeddeker Park, the Saint Francis Foundation can help engage community nonprofits and help identify partnerships and resources to achieve healthy, safe and sustainable spaces.

Goals and Objectives

The process will result in a thoughtful renovation and activation of Sergeant Macaulay and Turk-Hyde Parks. These renovations will not only include community supported designs but also programing and activation recommendations that will be informed by and respond to the context including other existing recreational facilities and programs in the neighborhood. The process will also aim to develop partnerships that ensure that the spaces are safe, active and meet the needs of the users.

This process will achieve the following objectives:

1. Build upon The Trust for Public Land's successful model of meaningful community engagement and partnerships that results in the transformation and activation of park sites, such as Boeddeker Park.
2. Approach these projects as part of a neighborhood network of open spaces and programs by considering other facilities and programs within the service area.
3. Identify and build relationships with key partners and build upon other successful neighborhood efforts to ensure a safe and activated spaces and long term success.
4. Coordinate and help leverage resources to complement available bond and Playgrounds Campaign funding.
5. Set the stage for a successful Playgrounds Campaign led by the Parks Alliance by transforming Sergeant Macaulay Playground into a striving neighborhood resource.
6. Create community supported high quality and sustainable park renovations that serve the neighborhood needs and are delivered on time and on budget

Scope of work for The Trust for Public Land

The work plan proposed in this document is for The Trust for Public Land's involvement in Sergeant Macaulay and Turk-Hyde projects from concept design through completion of construction. The scope is divided into five tasks, with task 0 being ongoing throughout the duration of the projects.

TASK 0 | Community Engagement and Activation Planning (ongoing)

The Trust for Public Land, Rec Park, The St. Francis Foundation, and other project partners will work together to explore and develop partnerships with the goal of ensure that both parks are activated and safe once open to the public. This work will involve identifying priorities and needs for activation and helping facilitate the development of partnership agreements.

This most likely will include monthly coordination meetings and attendance to other neighborhood meetings for the duration of both projects (approximately 30 months).

Deliverables

- Meeting minutes
- Activation plan

TASK 1 | Planning and Concept Design (10 months)

The Trust for Public Land and Rec Park will co-lead a participatory design process for both parks in tandem to generate community supported concept plans. More specific roles and responsibilities are outlined below.

1.1. Service area assessment

The Trust for Public Land in coordination with and Rec Park will conduct an assessment of the service area for both parks (see attached service area map). This assessment will include:

- Gathering and review existing key documents, including but not limited to: DCYF Community Needs Assessment, District 6 Open Space Analysis, Planning Department Area plans and other related documents, TL-Health Improvement Partnership documents, and programing resources publications.
- Inventory existing open space and programming resources within the service area for both Parks, and decide which programming opportunities and park elements fit best with each park.
- Identify and meet with key stakeholders and potential activation partners for the renovation and activation of Turk-Hyde and Sergeant Macaulay Parks

1.2. Site assessment

The Trust for Public Land and its consultants will be responsible for the site assessment for Sergeant Macaulay while Rec Park will lead the site assessment for Turk-Hyde. The Trust for Public Land and Rec Park will coordinate and share information to ensure that both processes inform each other.

The site assessment for Sergeant Macaulay will include:

- Evaluation of existing conditions and use
- On-site user surveys and observations
- On site meeting with stakeholders including Rec Park maintenance staff
- Topographic survey and base map
- Arborist report

1.3. Participatory design

The Trust for Public Land will work with Rec Park to lead an inclusive process and engage the community at different stages in the planning and design for the parks. In addition to the core project partners, key stakeholders include District 6 Supervisor, City Agencies (Department of Public Works, Planning Department, Police Stations, Health Department, Mayor's Office, etc.), La Voz Latina, the Tenderloin Community Benefit District, TNDC, the YMCA, the Boys and Girls Club, UC Hastings School of Law, Demonstration Gardens, Safe Passage, Bay Area Women and Children's Center, SF City Impact, Friends of Groups, other neighborhood organizations, schools, churches and community leaders. The process will include:

- At least 4 community workshops and at least one that looks at both parks.
- At least 4 focus group meetings, and at least two that look at both parks.
- Interviews and/or presentations with key stakeholders

1.4. Concept plan and cost estimate

The Trust for Public Land and its consultants will lead the design and cost estimating for Sergeant Macaulay and Rec Park and the Department of Public Works will lead the design and cost estimating for Turk-Hyde. The Trust for Public Land and Rec Park will coordinate and share information to ensure that both processes inform each other. This task will include:

- Coordinating with City agencies: Rec Park maintenance and programming staff, Mayor's office on disability, Public Utilities commission, etc.
- Developing and presenting design options to the community and stakeholders
- Refining the plan into a final concept plan
- Developing a conceptual budget/cost plan

1.5. Approval of concept plan

- Present the final concept plan for Sergeant Macaulay for approval at the SF Rec Park Commission and support Rec Park in the presentation of Turk-Hyde to the SF Rec Park Commission.

Deliverables

- ~~Neighborhood existing conditions map and assessment based on community input and research~~
- Park scale existing conditions analysis, including survey and observation results for Sgt. Macaulay
- Final design concept and illustrative plan including prioritized list of elements wanted by the community and approved by the SF Rec Park Commission
- Conceptual cost estimate

TASK 2 | Design Development and Construction Drawings (8 months)

The Trust for Public Land's design team will develop and produce technical drawings and specifications for Sergeant Macaulay to get City approvals, bid and implement the project.

2.1 Prepare Design Development documents for Sergeant Macaulay

- Refine design to define the character and construction methods for project elements and systems, based on concept design phase
- Research and select materials, site furnishing, and plants
- Produce design development drawings, including preliminary details of key elements, and sections and elevations to clarify scale and relationships
- Produce preliminary stormwater management plans
- Review 100% design development set with Structural Maintenance Yard and make appropriate changes
- Produce cost estimate for 100% design development
- Attend coordination meetings as needed

2.2 Prepare Construction Documents for Sergeant Macaulay

- Produce construction documents, including drawings and technical specifications of all elements within the scope of work
- Review 50% and 90% Construction Documents set with Structural Maintenance Yard and make appropriate changes
- Produce cost estimate for 90% Construction Documents, and provide value engineering recommendations and document revisions as needed
- Submit for review Stormwater Control Plan to SFPUC, and incorporate feedback
- Lead permit procurement from DBI, with assistance from Rec Park

Deliverables:

- 100% Design Development Submittal
- 50% Construction Documents Submittal
- 90% Construction Documents Submittal (Permit/Bid Set)
- 100% Construction Documents Submittal (Construction/Conform Set)
- Permits, including DBI and SFPUC
- Cost Estimates

TASK 3 | Bid and Award (6 months)

~~The Trust for Public Land and Design Consultants will assist the City in the Bid and Award Process for Sergeant Macaulay.~~

3.1 Assist City with Public Bid and Award

- Assist City in answering questions from bidders
- Prepare addenda as required for clarifications of construction documents

TASK 4 | Construction Administration and Close-out (8 months)

The Trust for Public Land and Design Consultants will provide construction administration to ensure that the project is being constructed according to the plans and the community's intent. Rec Park will provide construction management, as it will hold the construction contract.

Project Budget

Clarification: this budget is for Sergeant Macaulay (Tasks 0 to 4) and also includes The Trust for Public Land's involvement in Task 0 and Task 1 for Turk-Hyde assuming projects are done in tandem in these phases. The budget does not include other costs related to Turk-Hyde (Rec Park Project management, Permits, DPW, and Construction) which will be funded through the Bond (approximately \$1 million).

Sgt. Macaulay Park

	Task 0	Task 1	Task 2	Task 3	Task 4	Total Amount \$
TPL COSTS						
TPL Costs (staff time, overhead, travel, GO Fund, etc)	21,176	102,500	68,218	8,882	36,224	237,000
Professional Svcs						
Landscape Architects		30,000	87,000	3,000	35,000	155,000
Geotechnical Report			9,900		3,000	12,900
Site Survey		6,000				6,000
Civil Engineer		8,500	33,000	3,000	9,000	53,500
Irrigation Design			4,500			4,500
Electrical Engineer			10,000		3,500	13,500
Structural Engineer			4,500		500	5,000
Cost Estimator		7,000	14,000			21,000
Arborist Report		4,000				4,000
Outreach Expenses (translation, stipends, flyers, etc.)		15,000	5,000		5,000	25,000
Bay Friendly Landscaping Cert. (optional)			5,000		1,600	6,600
Professional Svcs Contingency @ 10%		7,000	17,000	1,000	6,000	31,000
SUB-TOTAL TPL COSTS	21,176	180,000	258,118	15,882	99,824	575,000
FEES (Paid by City)						
Planning for CEQA					6,000	6,000
Mayor Ordinance					3,000	3,000
Hozmat Review					25,000	25,000
Testing & Inspections					20,000	20,000
Plan Check & Permits					11,500	11,500
Play Eq. Certification					5,000	5,000
Utility Connections					15,000	15,000
SUB-TOTAL FEES	-	-	-	-	85,500	85,500
RPD Staff Costs (Paid by City)						
PM Fee		25,000	25,000	25,000	-	75,000
CM Fee					120,000	120,000
SUB-TOTAL CONSTRUCTION	-	25,000	25,000	25,000	120,000	195,000
CONSTRUCTION (Paid by City)						
Construction Costs					1,294,000	1,294,000
Contingency					129,400	129,400
SUB-TOTAL CONSTRUCTION	-	-	-	-	1,423,400	1,423,400
SUB-TOTAL FEES RPD STAFFING AND CONSTRUCTION	-	25,000	25,000	25,000	1,628,900	1,703,900
TOTAL BUDGET	21,176	205,000	283,118	40,882	1,728,724	2,278,900

EXHIBIT C:

Architect's Insurance Requirements

(a) Without in any way limiting TPL and Architect's liability pursuant to the "Indemnification" section of this Agreement, Architect shall maintain in force, during the full term of the Agreement, insurance in the following amounts and coverages:

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

(ii) 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

(iii) 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.

(iv) Professional liability insurance, applicable to 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:

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

(ii) 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.

(iii) Joint Ventures/Partnerships: Each participant in the joint venture/partnership must include the joint venture or partnership as a Named Insured on each of their separate policies, with respect only to the interests and activities of that participant in the joint venture or partnership.

(c) Regarding Workers' Compensation, Architect hereby agrees to waive subrogation which any insurer of Architect may acquire from Architect by virtue of the payment of any loss. 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 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. Notwithstanding anything to the contrary in this Agreement, upon the lapse of any required insurance coverage, RPD shall have the right to terminate this Agreement upon Seven (7) days' prior written notice to TPL. Architect shall be responsible, at its expense, for separately insuring Architect's personal property

(e) Should any of the required insurance be provided under a claims-made form, 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, 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 Architect hereunder.

(j) If a subcontractor will be used to complete any portion of this Agreement, the 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 Architect listed as additional insureds.

EXHIBIT D:
TPL's Insurance Requirements

(a) Without in any way limiting TPL's liability pursuant to the "Indemnification" section of this Agreement, TPL shall maintain in force, during the full term of the Agreement, insurance in the following amounts and coverages:

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

(ii) 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

(iii) 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.

(iv) Professional liability insurance, applicable to TPL'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:

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

(ii) 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) Joint Ventures/Partnerships: Each participant in the joint venture/partnership ~~must include the joint venture or partnership as a Named Insured on each of their separate~~ policies, with respect only to the interests and activities of that participant in the joint venture or partnership. Regarding Workers' Compensation, TPL hereby agrees to waive subrogation which any insurer of TPL may acquire from TPL by virtue of the payment of any loss. TPL 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 TPL, its employees, agents and consultants.

(d) Notices shall be sent to the City address in the "Notices to the Parties" section. Notwithstanding anything to the contrary in this Agreement, upon the lapse of any required insurance coverage, RPD shall have the right to terminate this Agreement upon Seven (7) days' prior written notice to TPL. TPL shall be responsible, at its expense, for separately insuring TPL's personal property

(e) Should any of the required insurance be provided under a claims-made form, TPL 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.

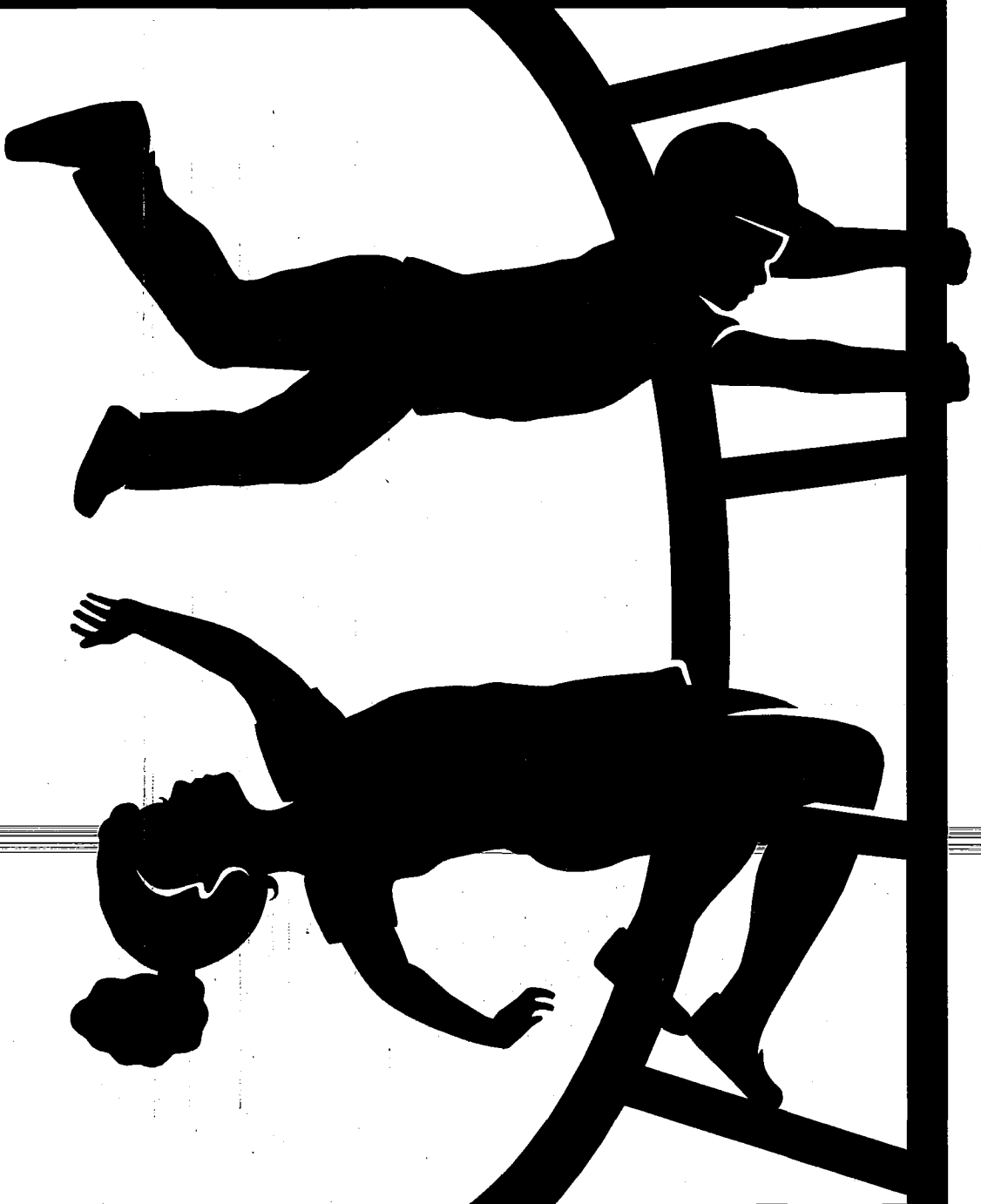
(g) Should any required insurance lapse during the term of this Agreement, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this Agreement, effective as of the lapse date. If insurance is not 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, TPL 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.

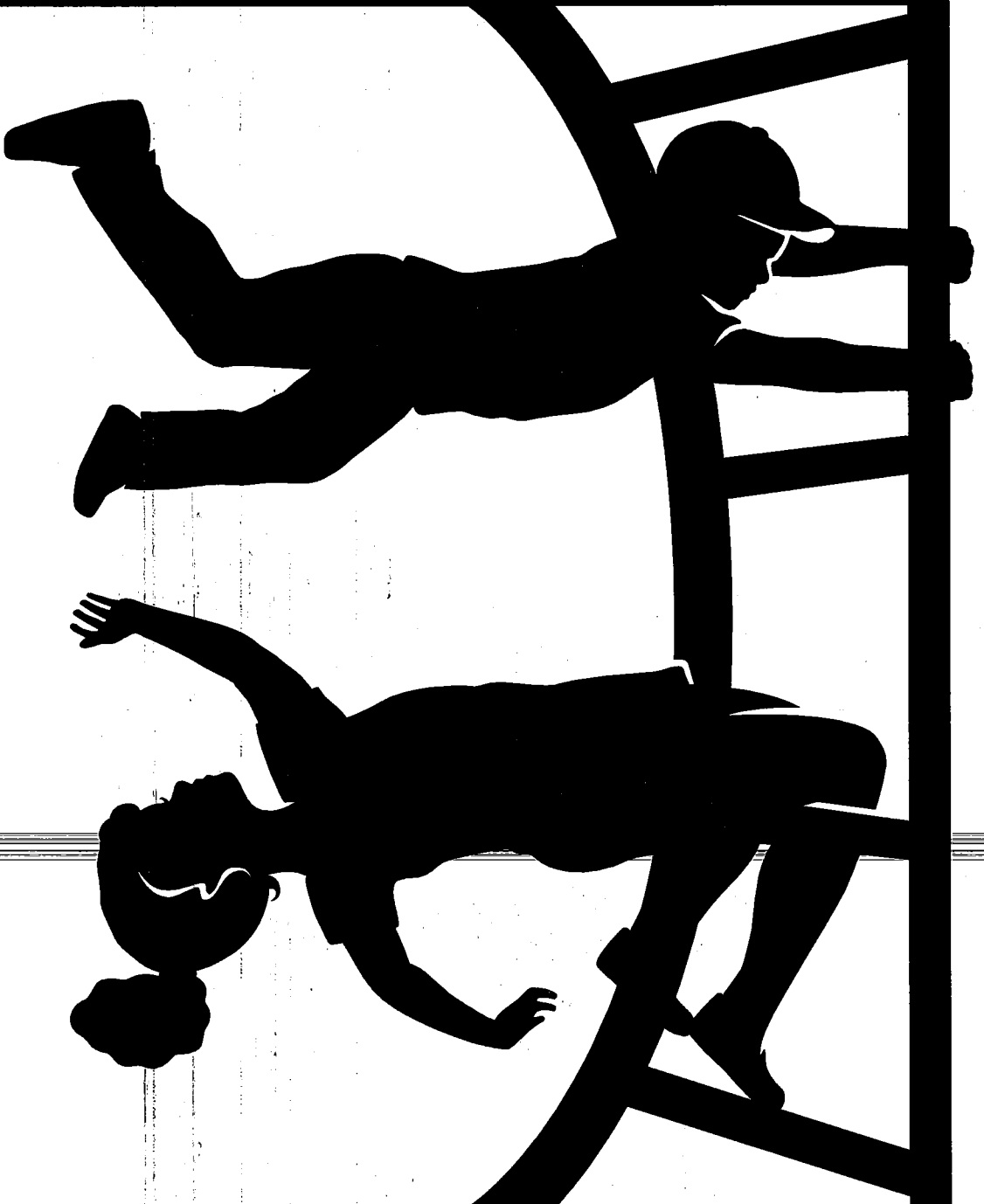
(i) Approval of the insurance by City shall not relieve or decrease the liability of TPL hereunder.

(j) If a subcontractor will be used to complete any portion of this Agreement, TPL 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 TPL listed as additional insureds.

Exhibit E
Let's PlaySF Logo
RPD Logo



Let's Play SFI



Let's Play SFI



Let's Play SF!

**TRANSFORMING
PLAYGROUNDS TOGETHER**



Let's Play SF!

**TRANSFORMING
PLAYGROUNDS TOGETHER**



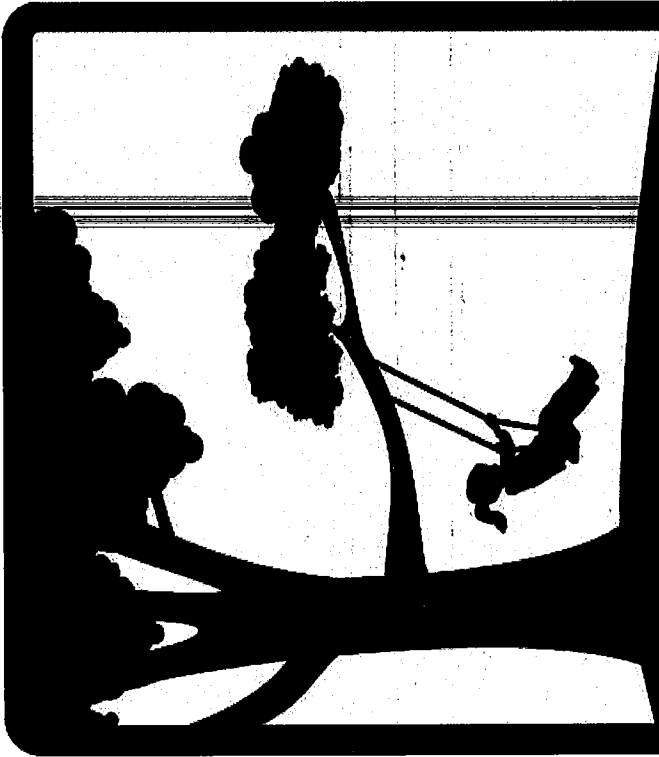
Let's Play SF!



SAN FRANCISCO
Parks
Alliance

OUR CITY, OUR PARKS.

SAN FRANCISCO
RECREATION
& PARKS



**SAN FRANCISCO
RECREATION
& PARKS**

Exhibit F
The Trust for Public Land Logo

