

File No. 130188

Committee Item No. 3

Board Item No. 23

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee: Budget and Finance Sub-Committee Date 03/13/2013

Board of Supervisors Meeting Date March 19, 2013

Cmte Board

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| <input type="checkbox"/> | <input type="checkbox"/> | Motion |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Resolution |
| <input type="checkbox"/> | <input type="checkbox"/> | Ordinance |
| <input type="checkbox"/> | <input type="checkbox"/> | Legislative Digest |
| <input type="checkbox"/> | <input type="checkbox"/> | Budget and Legislative Analyst Report |
| <input type="checkbox"/> | <input type="checkbox"/> | Legislative Analyst Report |
| <input type="checkbox"/> | <input type="checkbox"/> | Youth Commission Report |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Introduction Form (for hearings) |
| <input type="checkbox"/> | <input type="checkbox"/> | Department/Agency Cover Letter and/or Report |
| <input type="checkbox"/> | <input type="checkbox"/> | MOU |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Grant Information Form |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Grant Budget |
| <input type="checkbox"/> | <input type="checkbox"/> | Subcontract Budget |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Contract/Agreement |
| <input type="checkbox"/> | <input type="checkbox"/> | Form 126 – Ethics Commission |
| <input type="checkbox"/> | <input type="checkbox"/> | Award Letter |
| <input type="checkbox"/> | <input type="checkbox"/> | Application |
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Completed by: Victor Young Date March 8, 2013

Completed by: Victor Young Date 3-14-13

AMENDED IN COMMITTEE

3/13/13

FILE NO. 130188

RESOLUTION NO.

1 [Accept and Expend Grant - Trust for Public Land - \$3,350,000]

2
3 **Resolution authorizing the Recreation and Park Department to retroactively accept and**
4 **expend a grant of up to \$3,350,000 from the Trust for Public Land, for the design and**
5 **construction of improvements to Father Alfred E. Boeddeker Park for the period of**
6 **August 13, 2012, through ~~June 20~~ March 3, 2014.**

7 WHEREAS, Father Alfred E. Boeddeker Park, commonly referred to as Boeddeker
8 Park, is a nearly 1-acre multi use facility in the Tenderloin Neighborhood, along Eddy, Jones,
9 and Ellis Streets; and

10 WHEREAS, Since its last renovation in the late 1980s, the community and the
11 Recreation and Park Department staff have noticed several challenges with the existing
12 design. The perimeter and internal fences block visibility into and out of the park and create
13 an unwanted aesthetic that does not reflect the spirit of the community. The sunken clubhouse
14 makes visibility into the park virtually impossible for recreation staff, exacerbating security
15 problems and making park users, especially children, feel unsafe; and

16 WHEREAS, Since 2007, The Trust for Public Land (TPL) has worked with the
17 Recreation and Park Department staff and the community to solve these problems and create
18 a new Boeddeker Park and Clubhouse that is easier to manage and maintain while also
19 providing a more diverse array of recreation opportunities; and

20 WHEREAS, TPL sponsored a series of public workshops to develop a community-
21 supported conceptual plan. At a community workshop held on October 20, 2009, TPL
22 presented the final conceptual plan for improvements; and

23 WHEREAS, The proposed conceptual plan includes the following significant
24 improvements to the park: New 4,300 square foot clubhouse with greater visibility into the
25 park and green building features; Play areas for school age children and tots; Regulation-size

1 full court high school basketball court; Adult fitness area with outdoor exercise equipment;
2 Perimeter walking path; Stage and Performance area; Outdoor plazas for informal gathering
3 and programs such as Tai Chi; and

4 WHEREAS, On April 19, 2012, the Recreation and Park Commission approved the
5 conceptual plan, Resolution No. 1204-021; and

6 WHEREAS, On June 21, 2012, the Recreation and Park Commission approved a
7 Memorandum of Understanding between the Department and TPL; and approved to
8 recommend to the Board of Supervisors to accept and expend the grant of up to \$3,350,000
9 from TPL to the Department for improvements to Boeddeker Park, Resolution No. 1206-012;
10 and

11 WHEREAS, TPL is prepared to grant approximately \$2.7 Million worth of in-kind
12 professional services; such as project management, consultants, and design to the
13 Department; and

14 WHEREAS, TPL will also hold a \$646,000 construction contingency that could be
15 spent on the project during construction; and

16 WHEREAS, The Department proposes to maximize use of available grant funds on
17 program expenditures by not including indirect costs in the grant budget; now, therefore, be it

18 RESOLVED, That the Board of Supervisors approves the Grant and authorizes the
19 Recreation and Park Department General Manager to accept and expend the Grant, and to
20 perform all acts required of the City there under; and, be it

21 FURTHER RESOLVED, That the Board of Supervisors hereby waives inclusion of
22 indirect costs in the grant budget; and be it

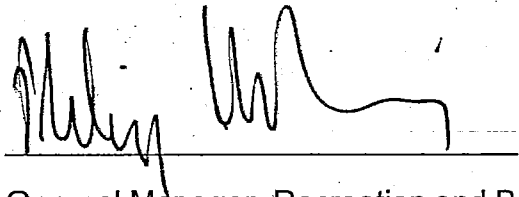
23 FURTHER RESOLVED, That all actions heretofore taken by the officers of the City
24 with respect to the Grant are hereby approved, confirmed and ratified; and, be it

25 FURTHER RESOLVED, That the Board of Supervisors authorizes the Recreation and

Supervisor Kim
Board of Supervisors

1 Park General Manager to enter into any modifications to the Grant that the Recreation and
2 Park General Manager determines, in consultation with the City Attorney, are in the best
3 interests of the City and do not materially increase the obligations or liabilities of the City, are
4 necessary or advisable to effectuate the purposes of the Grant or this Resolution, and are in
5 compliance with all applicable laws, including the City's Charter.
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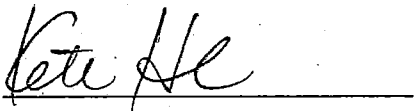
8 Recommended:

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11 _____

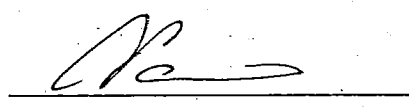
12 General Manager, Recreation and Park Department
13
14

15 Approved:

Approved:

16
17
18 
19 _____

20 Mayor
21
22
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25



Controller



Edwin M. Lee, Mayor
Philip A. Ginsburg, General Manager

January 23, 2013

Stephen Lucich, Fund Accountant Supervisor
Office of the Controller
City Hall, Room 316
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102

Dear Mr. Lucich:

Thank you for your review of the Accept and Expend package for the \$3,350,000.00 grant, from the Trust for Public Land, towards improvements for Boeddeker Park and Clubhouse. I would like to include additional information for the package.

There is no time restriction on this gift. The gift can be used for design, construction and installation of a new clubhouse, play areas, basketball courts, and outdoor adult exercise area.

This is generally how the funds will be used:

In Kind Services for Project Management, Consultants, Design Contingency, Expenses and Permits:	\$2,700,000.00
Construction Contingency:	\$646,000.00
Total:	\$3,346,000.00

Sincerely,

Abigail Maher
Assistant Director, Partnerships Division
San Francisco Recreation and Park Department



Mayor Gavin Newsom
Philip A. Ginsburg, General Manager

TO: Angela Calvillo, Clerk of the Board of Supervisors

FROM: Philip A. Ginsburg, General Manager
Recreation and Park Department

DATE: January 23, 2013

SUBJECT: Accept and Expend Grant Resolution for the Boeddeker Park Improvement Project

GRANT TITLE: Boeddeker Park Trust for Public Land Grant

Attached please find the original and 4 copies of each of the following:

- Proposed grant resolution; original signed by Department, Mayor, Controller
- Grant Information form, including disability check list
- Project Budget
- Signed copy of the Boeddeker MOU*

Special Timeline Requirements: We would like legislation introduced as soon as possible. The groundbreaking for the project began in January 2013.

The award will be used for improvements to Boeddeker Park - the newly designed park and clubhouse will provide a safe haven for the community to learn, play, gather, and engage in a variety of recreational activities.

Departmental representative to receive copy of the adopted resolution:

Name: Abigail Maher Phone: 831-2790

Interoffice Mail Address: Abigail.maher@sfgov.org

Certified copy required: Yes No

(Note: certified copies have the seal of the City/County affixed and are occasionally required by funding agencies. In most cases ordinary copies without the seal are sufficient.)

File Number: _____
(Provided by Clerk of Board of Supervisors)

Grant Resolution Information Form
(Effective July 2011)

Purpose: Accompanies proposed Board of Supervisors resolutions authorizing a Department to accept and expend grant funds.

The following describes the grant referred to in the accompanying resolution:

1. Grant Title: Boeddeker Park

2. Department: The Recreation and Park Department

3. Contact Person: Abigail Maher Telephone: 831-2790

4. Grant Approval Status (check one):

Approved by funding agency

Not yet approved

5. Amount of Grant Funding Approved or Applied for: \$3,350,000.00

6a. Matching Funds Required: \$

b. Source(s) of matching funds (if applicable):

7a. Grant Source Agency: The Trust for Public Land

b. Grant Pass-Through Agency (if applicable):

8. Proposed Grant Project Summary: The Trust for Public Land grant supports improvements to Boeddeker Park and Clubhouse in the Tenderloin Neighborhood.

9. Grant Project Schedule, as allowed in approval documents, or as proposed:

Start-Date: August 2012

End-Date: Spring 2014

10a. Amount budgeted for contractual services: \$646,000.00

b. Will contractual services be put out to bid? Yes

c. If so, will contract services help to further the goals of the Department's Local Business Enterprise (LBE) requirements? Yes

d. Is this likely to be a one-time or ongoing request for contracting out? One Time

11a. Does the budget include indirect costs?

Yes

No

b1. If yes, how much? \$

b2. How was the amount calculated?

c1. If no, why are indirect costs not included?

Not allowed by granting agency

To maximize use of grant funds on direct services

Other (please explain): Not allowed by granting agency.

c2. If no indirect costs are included, what would have been the indirect costs? Force account labor overhead.

12. Any other significant grant requirements or comments:

****Disability Access Checklist** (Department must forward a copy of all completed Grant Information Forms to the Mayor's Office of Disability)**

13. This Grant is intended for activities at (check all that apply):

- | | | |
|-----------------------------------------------------------|----------------------------------------------------------------|------------------------------------------------------------|
| <input type="checkbox"/> Existing Site(s) | <input type="checkbox"/> Existing Structure(s) | <input type="checkbox"/> Existing Program(s) or Service(s) |
| <input checked="" type="checkbox"/> Rehabilitated Site(s) | <input checked="" type="checkbox"/> Rehabilitated Structure(s) | <input type="checkbox"/> New Program(s) or Service(s) |
| <input checked="" type="checkbox"/> New Site(s) | <input checked="" type="checkbox"/> New Structure(s) | |

14. The Departmental ADA Coordinator or the Mayor's Office on Disability have reviewed the proposal and concluded that the project as proposed will be in compliance with the Americans with Disabilities Act and all other Federal, State and local disability rights laws and regulations and will allow the full inclusion of persons with disabilities. These requirements include, but are not limited to:

1. Having staff trained in how to provide reasonable modifications in policies, practices and procedures;
2. Having auxiliary aids and services available in a timely manner in order to ensure communication access;
3. Ensuring that any service areas and related facilities open to the public are architecturally accessible and have been inspected and approved by the DPW Access Compliance Officer or the Mayor's Office on Disability Compliance Officers.

If such access would be technically infeasible, this is described in the comments section below:

Comments:

Departmental ADA Coordinator or Mayor's Office of Disability Reviewer:

Lucas Tobin

(Name)

ADA Coordinator

(Title)

Date Reviewed:

1/23/13

(Signature Required)

Department Head or Designee Approval of Grant Information Form:

Phil Ginsburg (Phil Ginsburg)

(Name)

Rec Park General Manager

(Title)

Date Reviewed:

1/23/13

(Signature Required)

Boeddeker Park	
Grant Name: Trust for Public Land- \$3,350,000.00	
Budget Category:	Amount:
A. Personnel	\$0.00
B. Fringe	\$0.00
C. Travel	\$0.00
D. Equipment	\$0.00
E. Supplies	\$0.00
F. Consultants and Design	\$2,700,000.00
G. Contingency	\$646,000.00
	\$3,346,000.00
H. Indirect Costs	\$0.00
Grant Amount	\$3,346,000.00

AGREEMENT FOR IMPROVEMENTS TO AND CONSTRUCTION OF BOEDDEKER PARK

This Agreement for Improvement and Construction of Boeddeker Park ("**Agreement**"), is entered as of _____, 2012, by and between The Trust for Public Land ("**TPL**"), a California nonprofit public benefit corporation, and the City and County of San Francisco ("**City**") acting through its Recreation and Park Department ("**RPD**"), collectively referred to herein as the "**Parties**."

RECITALS

A. The City, through RPD, operates and maintains real property that is located at 246 Eddy Street (APN: Lot 009, Block 0332) at Jones Street in San Francisco, described on Exhibit A attached hereto and commonly referred to as "Boeddeker Park" ("**Project Site**"). The Project Site is under the jurisdiction of the Recreation and Park Commission and includes an existing Park and Clubhouse. See **Exhibit A – Project Site**.

B. In support of improvements to the Project Site, TPL sponsored a series of public workshops to develop a community-supported conceptual plan. At a community workshop held on October 20, 2009, TPL presented the final conceptual plan ("**Conceptual Plan**") for improvements (collectively the "**Improvements**") to Boeddeker. At that meeting, the Conceptual Plan was supported by the community participants to improve Boeddeker Park. The Conceptual Plan includes construction of a new approximately 4,000 square foot clubhouse; play areas for school-age children and tots; a regulation high school basketball court; an adult fitness area; a perimeter walking path; outdoor plazas for classes and activities; a lawn area; a stage and performance area; raised planters for gardening; site furnishings including lighting, benches, tables and bike racks; and a more attractive and safer perimeter fence and new landscaping. The Recreation and Park Commission approved the Conceptual Plan on May 17, 2012. See **Exhibit B - Conceptual Plan**.

C. The State of California has awarded RPD two State Grants (Statewide Park Development and Community Revitalization Program of 2008 for \$4,000,000 and Urban Greening Grant for \$493,000) to fund specific components of the Improvements. RPD was the applicant for those grants and will be receiving and administering those funds directly.

D. In September 2011, RPD awarded a Community Opportunity Fund Grant of \$209,274 to "Friends of Boeddeker Park" to pay for the Improvements associated with the basketball court, fitness zone and one of the plazas. The group "Friends of Boeddeker Park" was the applicant for this grant and RPD will be responsible for administering those funds.

E. In its continued support for the project, TPL is offering to provide funding and in-kind services for the Improvements as a gift valued at up to \$2,700,000 ("**Gift**"). This Gift includes an in-kind gift of (a) plans and specifications for the Improvements based on the Conceptual Plan and in response to City review and project budget and (b) project management and construction management services to implement the Gift. The Gift also includes a monetary gift to RPD of up to \$43,000 for the City's construction contract to construct the improvements to Boeddeker Park based on the Plans and Specifications defined below in Section 2, including permit fees. TPL may also provide additional monetary gift(s), in an amount not to exceed \$646,000, to cover the cost of contract change orders until completion and final acceptance ("**Final Acceptance**") of

June 13 2012

1

the Improvements by RPD, provided, however, that TPL shall not be committed to providing any or all of this potential additional monetary gift amount absent TPL's approval of change order requests as detailed in Section 6 below.

NOW, THEREFORE, subject to and effective upon the San Francisco Board of Supervisors' acceptance of the Gift (the "**Effective Date**"), the Parties hereto agree as follows:

1. Term. This Agreement shall become effective upon full execution and delivery hereof by the Parties subject to approval by the Board of Supervisors. Except with respect to any provisions of this Agreement which expressly survive the Acceptance Date (defined in Section 12(b)) or the earlier termination of this Agreement discussed in Section 15, this Agreement shall expire on the earlier of the Acceptance Date or the earlier termination of this Agreement.

2. Plans and Specifications. TPL, at its own expense and at no cost to the City, developed detailed plans and construction specifications for the Improvements in accordance with the approved Conceptual Plan that have been reviewed by RPD's Structural Maintenance Team and RPD's Project Manager. TPL submitted the plans for permit in December 2010 (Building Permit Application No. 2010 12 23 7366) and the plans were reviewed by all applicable agencies involved during the permitting process. TPL has incorporated all comments from RPD and all other agencies involved during permitting to produce the final permit set and specifications, which has been reviewed and approved by RPD and all other agencies involved during permitting and which results in the final approved Permit Plans and final Specifications, dated April 28, 2012 ("**Plans and Specifications**"). TPL will provide RPD with one (1) set of digital PDF files of the Plans and Specifications signed by a licensed Architect, a licensed Civil Engineer and a licensed Landscape Architect to use as part of the Bid Documents.

3. RPD will select a contractor ("**RPD Contractor**") through a public bid process managed by RPD to construct all of the Improvements.

4. TPL Payments. TPL will be responsible for all contract payments to TPL's staff and sub-consultants which shall include a construction manager ("**TPL Construction Manager**"), an architect and a civil engineer, and a project manager, as well as for the payments as described in Section E above.

5. RPD Payments. RPD will be responsible for all contract payments to the RPD Contractor, who is selected to construct the Improvements through a public bidding process. RPD shall provide evidence satisfactory to TPL of the Contractor's acknowledgement that TPL is not a party to any of the construction contracts and has no obligation or liability thereunder.

6. TPL will reimburse RPD for up to \$646,000 worth of TPL-approved expenditures for construction of the Improvements that exceed the City's secured grant amounts for the project.

TPL and RPD must each approve any change order requests that are to be funded by TPL out of this \$646,000. Change orders to be considered for approval by TPL and RPD shall meet "San Francisco's General Conditions re: Clarifications and Changes in the Work" as attached to the contract(s) between RPD and any contractors. If RPD identifies an alternate source of funding for requested change order(s), RPD may approve such change order requests at its sole discretion without TPL approval.

7. TPL will provide general construction management services including, but not limited to, providing the TPL Construction Manager, monitoring the scheduling of construction activities, ensuring that construction meets the Plans and Specifications, conducting progress meetings, providing meeting minutes and coordinating communications between all Parties. Refer to **Exhibit C- Project Procedures Guide**

8. TPL and RPD staff will participate in the scheduled weekly progress meetings to keep abreast of construction activity and to ensure that work follows approved Plans and Specifications.

9. Construction Inspections. RPD, TPL and TPL Construction Manager will conduct on-site construction inspections and approvals, per a pre-determined schedule of critical work, to ensure that construction of the Improvements conforms to the Plans and Specifications. Upon substantial completion, TPL Construction Manager will prepare a punch list in coordination with RPD, which will need to be executed prior to receiving Final Acceptance pursuant to Section 13.

10. Permits and Fees for Construction. Whenever permits, permit fees or any other fees are due to be paid to any agency of the City (or County of San Francisco) in connection with the construction of the Improvements (collectively, the "Fees"), TPL shall pay (and/or obtain a waiver of) all such Fees. TPL shall respond to all requests for permits and Fees by obtaining the permits and paying and/or obtaining a waiver of the Fees within Fifteen (15) calendar days of submission by RPD or any Contracting Parties of such requests.

11. Insurance.

(a) TPL has required and shall cause all contractors and subcontractors hired by TPL to maintain insurance at all times during any design and construction activities taking place on the Project Site and to name the City as an additional insured. Contractors and subcontractors hired by TPL shall maintain in force, during the full term of the contract, insurance in the following amounts and coverage:

(1) Worker's Compensation, with Employer's Liability limits not less than \$1,000,000 each accident.

(2) Comprehensive General Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage.

(3) Business Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage.

(4) Professional Liability Insurance with limits not less than \$1,000,000 each occurrence with respect to negligent acts and errors and omissions arising from performance of services under this Agreement.

(b) Insurance companies shall be legally authorized to engage in the business of furnishing insurance in the State of California. All insurance companies shall have a current A.M. Best Rating not less than "A-, VIII" and shall be subject to the prior approval of the City.

(c) Comprehensive General Liability and Business Automobile Liability Insurance policies shall be endorsed to provide the following:

(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 Insured, 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.

(3) 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.

(d) TPL's compliance with the provisions of this Section 11 shall in no way relieve or decrease TPL's indemnification obligations under this Agreement or any of TPL's other obligations hereunder. 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.

12. Indemnification.

(a) Because RPD is hiring the RPD Contractor to construct the Improvements in accordance with the Plans and Specifications, the following indemnification by TPL shall be strictly limited to losses, expenses, damages, injury, liability and claims thereof for injury to or death of a person which are due to the actions of TPL or TPL's employees and consultants. As limited by the foregoing sentence, during the Term of this Agreement until the Acceptance Date defined in Section 12(b), TPL shall indemnify and save harmless the City, its officers, agents and employees from any and all loss, expense, damage, injury, liability and claims thereof for injury to or death of a person, including employees and agents of TPL, or loss of or damage to property, resulting directly or indirectly from any activity or use under this Agreement, except and to the extent where such loss, damage, injury, liability or claim is the result of the gross negligence or willful misconduct of City, its officers, agents and employees. In addition to TPL's obligation to indemnify the City, TPL specifically acknowledges and agrees that it has an immediate and independent obligation to defend the City from any claim that actually or potentially falls within this indemnification provision.

(b) Upon the earlier of (1) sixty (60) days after substantial completion of the Improvements, or (2) the issuance by RPD of the Acceptance Letter pursuant to Section 13 of this Agreement (the earlier of which shall constitute the "Acceptance Date"), the City shall indemnify and save harmless TPL and its officers, agents and employees from any and all loss, expense, damage, injury, liability and claims thereof for injury to or death of a person, including employees and agents of City, or loss of or damage to property, resulting directly or indirectly from any activity or use under this Agreement, except and to the extent where such loss, damage, injury, liability or claim is the direct or indirect result of the gross negligence or willful misconduct of TPL, its employees, agents or contractors. The indemnity obligations described in this Section 12(b) shall survive expiration of this Agreement. In addition to the City's obligation to indemnify TPL, the City specifically acknowledges and agrees that it has an immediate and independent

obligation to defend TPL from any claim that actually or potentially falls within this indemnification provision.

13. Final Acceptance. Project closeout and final acceptance procedures shall be governed by the Agreement between RPD and the RPD Contractor. TPL and TPL's Construction Manager shall assist RPD in the process. Delays in the final acceptance as between RPD and RPD Contractor shall not delay the Acceptance Date discussed in Section 12(b) above. The Acceptance Date shall signal an acceptance by the City of the gift from TPL and the City's release of TPL from further responsibility under this Agreement. Prior to the Acceptance Date, neither the Project Site nor the Improvements shall be open to the public.

14. Delivery of Improvements. TPL shall deliver the improvements undertaken by TPL free of all liens, easements or potential claims and shall provide RPD fully executed waivers and releases from all contractors and subcontractors hired by TPL of all claims against the City, its employees and agents. Upon delivery of the improvements undertaken by TPL, TPL shall assign to the City any warranties or guaranties required by its contracts with the contractors and subcontractors hired by TPL. TPL shall also assign to the City the right to any available remedies for latent defects.

15. Termination. Any failure to perform or comply with any of the terms, covenants, obligations, conditions or representations made under this Agreement shall constitute an event of default ("**Event of Default**"), provided that TPL shall have a period of Fifteen (15) days from the date of written notice from RPD of such failure within which to cure such default under this Agreement, or if such default is not capable of cure within such 15-day period, TPL shall have a reasonable period of time to complete such cure if TPL promptly undertakes action to cure such default within such 15-day period and uses its best efforts to complete such cure within Sixty (60) days after receipt of notice of default. Upon occurrence of an Event of Default by TPL, City shall have the right, in its sole discretion, to seek enforcement of the terms and conditions of this Agreement, to terminate this Agreement or to exercise any of its rights or remedies available at law or in equity. To be clear, the termination provisions of this Section 15 shall only apply to non-performance or non-compliance between TPL and the City and not to any non-performance or non-compliance between RPD and the RPD Contractor.

16. Maintenance. RPD will be responsible for maintenance of the Improvements after execution of the Acceptance Date, while the Property is under the management or jurisdiction of RPD.

17. 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.

18. Miscellaneous.

(a) This Agreement may be amended or modified only in writing signed by TPL and RPD. Any material amendment of this Agreement shall be subject to approval of the Recreation and Park Commission. If by reason of inadvertence, and contrary to the intention of the Parties, errors are made in this Agreement or any of its Exhibits, the Parties by mutual agreement may correct such error by written memorandum executed by them without the necessity of a formal amendment of this Agreement. The General Manager, in consultation with the City Attorney, may execute and such written memorandum on behalf of the City.

(b) 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.

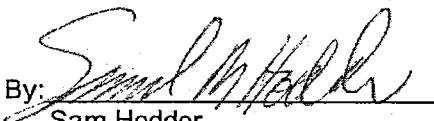
(c) All actions described herein including but not limited to the construction of the Improvements on the Project Site as permitted herein, are subject to and must be conducted and accomplished in accordance with the applicable requirements of the City's charter, its municipal code and applicable state and federal laws, building codes and regulations.

(d) 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.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date first written above.

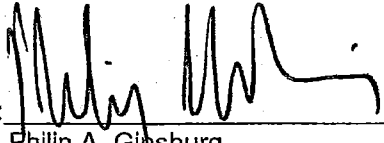
THE TRUST FOR PUBLIC LAND, a

California nonprofit public benefit Corporation

By: 
Sam Hodder
California State Director

Date: 10/26/12

CITY & COUNTY OF SAN FRANCISCO a municipal corporation, acting by and through its RECREATION AND PARK DEPARTMENT

By: 
Philip A. Ginsburg
General Manager

Date: 11/15/12

Approved as to form:

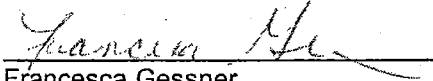
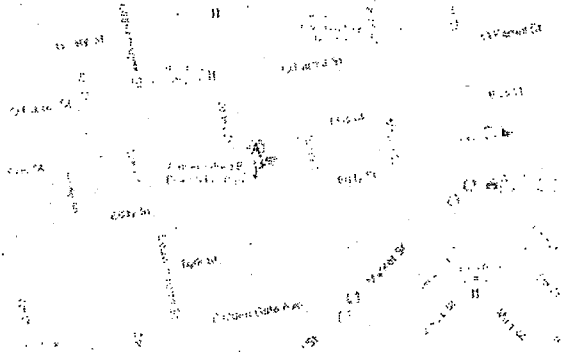

Francesca Gessner
Deputy City Attorney

Exhibit A: Project Site
Exhibit B: Conceptual Plan
Exhibit C: Project Procedures Guide

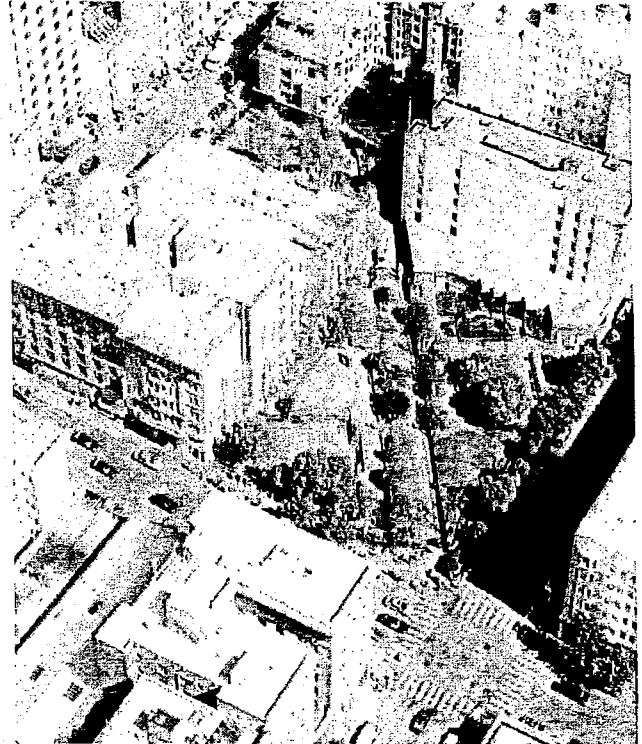
June 13 2012

Exhibit A

Project Site

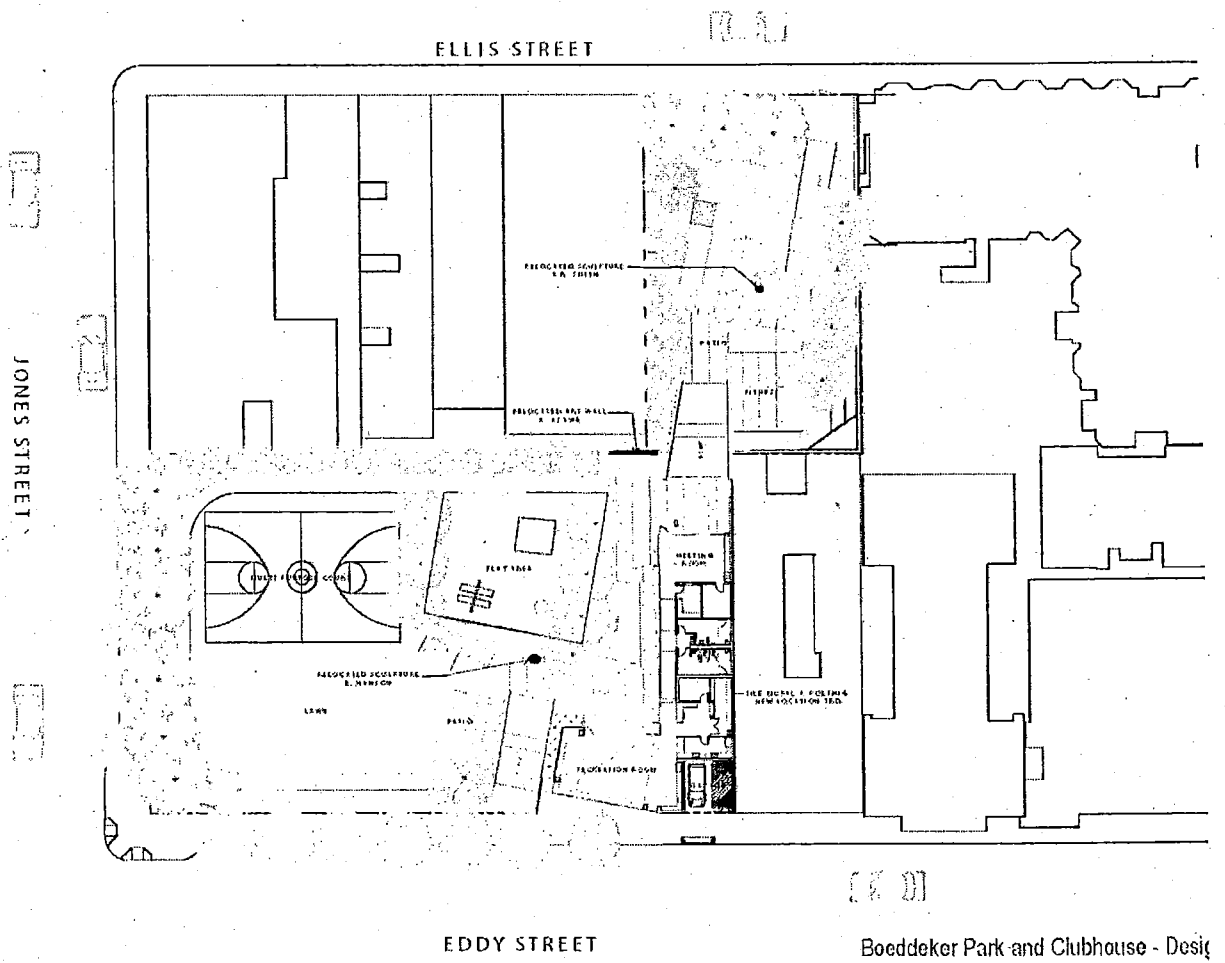


Existing Condition- Plan View of Boeddeker Park



Aerial view from corner of Eddy and Jo

Exhibit B
Conceptual Plan



Boeddeker Park and Clubhouse - Design

EXHIBIT C

PROJECT PROCEDURES GUIDE (rev 11/21/11)

-- for SFRPD Projects with TPL funding: Balboa Park and Boeddeker Park
 -- City holds Contract with GC; SMC provides Construction Management & Administration

Legend:	
A	Primary/Lead
B	Secondary / Responder

TASK

GC SMC TPL RPD A/E

General Correspondence & Communications

Community Outreach by TPL and RPD.			A	B	
Main point of contact for GC is SMC (for construction administration).		A		B	
Coordination with RPD by TPL.		B	A		

Project Management Software 01012

City's Web-based Project Management Tool, Impact Team:					
Log & track project related documents: RFI's, Submittals, Change Orders, project transmittals, Contractor's Daily Logs, meeting notes, Requests for Inspections, etc.	A	A	B	B	A

Application for Payment 01027

Schedule of Values by GC Section 01026):					
GC submit schedule of values within 15 days of Notice to Proceed to SMC.	A	B			
SMC reviews and responds within 7 days.		A		B	
If resubmittal is required, GC respond within 3 days.	A	B			
Payment Application Schedule:					
GC submits draft Payment Application by 25 th of each month to SMC.	A	B			
SMC reviews and distributes electronically for comment to A/E and TPL.		A	B		B
SMC forward comments to GC.		A			
GC prepares Payment Application for signature at monthly project meeting. Signatures: GC, A/E, TPL.	A		B		B
SMC submits Payment Application with recommendation for approval based on fulfillment of requirements to TPL.		A	B		
TPL forwards Payment Application to RPD for processing.			A	B	
<i>Requirements for approval of Payment Application:</i>					
- Progress schedule update (01310) – submitted by GC.	A	B			
- List of approved change orders on Payment Application.	A	B			
- Certified payroll – submitted by GC direct to Elation (Gen Cond 9.03M).	A			B	
- Construction & Demolition Debris Recovery Monthly Summary Report (01750).	A			B	
- Confirmation of Record Drawings update – Confirmation by SMC.		A			

Modification Procedures (Change Order) 01035

GC submits Cost Proposal Estimate (CPE) in response to RFI, ASI, PR, PCO, etc (directive) within 21 days of receiving such directive to SMC.	A	B			
SMC review/provide recommendation to TPL: review at Owner's meeting.		A	B	B	
SMC issue response to GC within 21 days.		A			
SMC drafts Change Order to include approved CPE's, at least two (2) weeks ahead of Application for Payment.		A			
SMC issues Change Order for signature by TPL, Arch, and GC. Submit to RPD one (1) week prior to Application for Payment.	A	A	A	B	A

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TASK	GC	SMC	TPL	RPD	A/E
TPL submit payment for any change order to Jake upon issuance of the Change Order.			A	B	

Coordination (and RFI – clarification of contract documents) 01040

GC shall conduct weekly Subcontractor Coordination Meetings; Record minutes, and distribute (via Impact) to all in attendance plus Project Team.	A	B			
GC submits RFI to SMC: allow 15 days from receipt for response.	A	B			
SMC reviews, rejects, or forwards to appropriate party: A/E, RPD, TPL.		A			
A/E, RPD, TPL responds to SMC within 10 days.		B	A	A	A
SMC issues response to GC within 5 days.		A			

Project Meetings 01200

SMC leads the weekly project meeting: update and distribute meeting minutes.		A			
Mandatory attendees include GC, A/E, RPD, TPL.	A	A	A	A	A
GC coordinate subcontractor attendance as needed, including pre-installation meetings.	A				
<i>Project meeting agenda includes:</i>					
<i>- Review three-week look ahead bar-chart (consistent with CPM schedule node or activity identification (01310)) by GC.</i>	A				
<i>- Review RFI log and Submittal log - track responsiveness at meeting.</i>	B	A		B	B
<i>- Job walk with team.</i>	A	A	A	A	A
<i>- Once a month, approve payment application.</i>	A	A	A	A	A
<i>- Once a month, review progress update schedule.</i>	A	A	B	B	

Submittals 01300

GC furnish Submittal Schedule within 15 calendar days of NTP.	A	B			B
GC provide Submittals to SMC: allow 21 days for review.	A	B			
SMC forward to A/E, TPL. RPD review substitutions only. Allow 15 days.		A		B	
A/E, TPL, RPD reviews; Approves or Rejects; returns submittal package to SMC.			A	A	A
SMC issues response to GC. (within 5 days)		A			

Project Schedule 01310

Baseline Schedule (Primavera SureTrak / P6):					
GC furnishes Baseline Project Schedule to SMC within 15 days of Notice to Proceed.	A	B		B	
SMC reviews and responds to GC within 15 days from receipt.		A		B	
GC revise as needed, within 5 working days. Goal is approved Baseline Project Schedule.	A	B		B	
Monthly Progress Schedule Updates:					
GC furnish monthly update and narrative of critical path impacts & remedies to SMC as pre-requisite to Application for Payment.	A	B		B	

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TASK	GC	SMC	TPL	RPD	A/E
SMC comment within 7 days: review at subsequent project meeting.		A		B	
GC revises as needed to complete the update reflecting actual work.	A	B		B	
SMC review with RPD, TPL in Owner's meeting.		A	B	B	

Construction Photos 01380

Preconstruction Photos: GC submits pre-construction photos within 5 working days of NTP to SMC for record .	A	B			
Progress Photos: GC submits photos twice monthly: mid-point and cut-off date for Pay App to SMC for record.	A	B			
Substantial Completion: GC submits photos of the entire project at Substantial Completion to SMC for record.	A	B			

Quality Control (Inspections) 01400

GC coordinates governing code enforcement agency inspections; contacts SMC to request Special Inspections..	A	B			
RPD confirm City special inspection service or outside firm.		B		A	
GC coordinate Special Inspections as needed; submits request to SMC.		A			
Manufacturer or supplier on-ste inspections shall be documented by written report to City.	A	B			

Regulatory Requirements 01060

GC shall apply, pay for (uon), obtain all necessary permits, inspections and service requests to start and complete work: SF Dept of Telecommunications; SFPUC Water Enterprise, Water Department, and SFPUC Hetch Hetchy Water and Power for PG&E electrical service.connection, etc.	A	B		B	
SMC to coordinate information for application and payment of fees that are not in contractor's scope.		A	B	B	

Contract Close-out 01700

Electronic Documentation of Project Records 01725

Operations and Maintenance Data 01730

Warranties 01740

Substantial Completion:					
GC notify SMC that project is substantially complete; provide punchlist; obtains TCO.	A	B			
SMC verifies and coordinates punchlist walk with A/E, RPD, TPL, and GC.		A			
A/E, RPD, TPL and SMC walk job to create punchlist for substantial completion.		A	A	A	A
SMC issues notice to A/E that requirements for Substantial Completion are met.		A			B
A/E issues Certificate of Substantial Completion with punchlist to GC.		B			A
<i>Requirements for Substantial Completion</i>					

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TASK	GC	SMC	TPL	RPD	A/E
- GC submit statement of C.O.'s, time extension, claims, mod's to SMC.	A	B			
- GC submit Final Payment Application(see below)	A	B			
- GC submits confirmation that start-up/test/adjust/balance/training completed as required by specifications.	A	B			
Requirements for Final Payment Application:					
- Submittal of Project Record Documents	A	B			
- Submittal of Guarantees/Warranties	A	B			
- Submittal of keys and keying schedule	A	B			
- Submittal of spare parts and material stock.	A	B			
- Submittal of Final Inspection and Occupancy from governing agency.	A	B			
- Submittal of release of liens.	A	B			
Final Acceptance Procedure:					
GC notify SMC that all work is complete and ready for final inspection.	A	B			
SMC verifies and coordinates final walk with A/E, RPD, TPL and GC.		A			
A/E, RPD, TPL and SMC walk job to verify completion and acceptance.		A	A	A	A
SMC issues notice to A/E that requirements for Final Completion are met.		A			B
Requirements for Final Acceptance:					
- Punch list is complete.	A	B			
- Final cleaning is complete.	A	B			
- Temp controls, facilities, offices are removed.	A	B			
- Final payment is received. (see above)	A	B			
A/E issues Certificate of Completion to GC.		B			A
SMC issues written notice to TPL that requirements for final payment have been met.		A	B		
SMC coordinates distribution of close-out documents to RPD.		A		B	
TPL coordinates release of final payment with RPD.			A	B	
RPD releases final payment to GC.				A	
RPD issues Letter of Final Acceptance to TPL.			B	A	

Introduction Form

By a Member of the Board of Supervisors or the Mayor

Time stamp
or meeting date

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

- 1. For reference to Committee.
An ordinance, resolution, motion, or charter amendment.
- 2. Request for next printed agenda without reference to Committee.
- 3. Request for hearing on a subject matter at Committee.
- 4. Request for letter beginning "Supervisor [] inquires"
- 5. City Attorney request.
- 6. Call File No. [] from Committee.
- 7. Budget Analyst request (attach written motion).
- 8. Substitute Legislation File No. []
- 9. Request for Closed Session (attach written motion).
- 10. Board to Sit as A Committee of the Whole.
- 11. Question(s) submitted for Mayoral Appearance before the BOS on []

Please check the appropriate boxes. The proposed legislation should be forwarded to the following:

- Small Business Commission Youth Commission Ethics Commission
- Planning Commission Building Inspection Commission

Note: For the Imperative Agenda (a resolution not on the printed agenda), use a Imperative

Sponsor(s):

Supervisor Jane Kim

Subject:

Accept and Expend Grant - Trust for Public Land - \$3,350,000

The text is listed below or attached:

Resolution authorizing the Recreation and Park Department to retroactively accept and expend a grant of up to \$3,350,000 from the Trust for Public Land, for the design and construction of improvements to Father Alfred E. Boedekker Park.

Signature of Sponsoring Supervisor: 

For Clerk's Use Only:

1/30/58
1367

