

MEMORANDUM OF UNDERSTANDING

City and County of San Francisco
Recreation and Park Department

and

San Francisco Parks Alliance

for the

Design and Construction of the Mountain Lake Park Playground

This Memorandum of Understanding ("MOU"), dated for reference purposes only as June 20, 2013, by and among the City and County of San Francisco ("City"), acting through the Recreation and Park Department ("RPD"), and the San Francisco Parks Alliance, a California nonprofit public benefit corporation ("SFPA") acting as a fiscal sponsor for The Friends of Mountain Lake Park Playground ("Friends"); collectively referred to herein as the ("Parties"). The purpose of this MOU is to delineate the responsibilities of each of the Parties in the design and construction of the Mountain Lake Park Playground Renovation Project ("Project").

RECITALS

- A. RPD operates and maintains real property owned by the City and County of San Francisco between Lake Street and 12th Avenue, commonly known as "Mountain Lake Park" in San Francisco that is described on Exhibit A attached hereto ("**Property**"). The Property is owned by the City.
- B. The Friends is a neighborhood park advocacy group that is fiscally sponsored by SFPA. At a community meeting held on May 14, 2013, Friends and RPD presented a conceptual plan ("**Conceptual Plan**") for a renovated playground on the Property. (Exhibit B.) At that meeting, community members supported the Conceptual Plan to install an approximately 22,500 square foot playground, replacing the existing playground with a mix of equipment for both younger children, ages 2 to 5 yrs, and older children, ages 5 to 12 yrs. The renovated playground will be fully accessible in compliance with disability access laws, and will feature a poured-in-place rubber mat surface for safety, benches for seating, and plantings. The estimated cost to deliver the project as defined in the Conceptual Plan is \$3,150,000.
- C. RPD has budgeted a total of \$2,000,000 in 2012 Clean and Safe Neighborhood Park Bond dollars ("**City Funds**") for the Project, consisting of \$1.5 million for construction, and \$500,000 for project management, construction management and other soft costs related to the Project. Because RPD does not have additional funds available for the Project, RPD's commitment to build the Project as defined in the Conceptual Plan is contingent upon the Friends, through SFPA, donating the remaining estimated \$1,150,000 needed to implement the Conceptual Plan. At the time of award, unencumbered bond dollars shall be placed in a project contingency fund and made available to fund contract costs. Upon final completion of the project,

Approved by Rec Park Commission on 6/20/2013

any unexpended bond funds shall be appropriated to the program budget in accordance with the bond language.

- D. SFPA enters into this MOU in its capacity as the fiscal sponsor for the Friends. The Friends, acting through SFPA as its fiscal sponsor, proposes to provide supplemental funding and services to RPD to fill the \$1,150,000 funding gap necessary to implement the Conceptual Plan. Specifically, SFPA proposes to give RPD, on behalf of the Friends, a grant valued at \$1,150,000 consisting of (1) an in-kind grant valued at approximately \$400,000 ("**In-Kind Grant**") for conceptual, schematic, and detailed design and construction documents necessary to implement the Conceptual Plan, and (2) a cash grant of up to \$750,000 ("**Cash Grant**") for construction of the Project (cumulatively, the "**Grant**").
- E. Implementation of the Conceptual Plan is contingent on the success of Friends' future fundraising. Friends intends to provide funds sufficient to implement the Project regardless of final cost. Friends' fundraising campaign will include the sale of pavers, plaques and/or tiles with donor name(s) to recognize donors of \$1,000 or more, subject to the approval of the Commission ("Donor Recognition Plan").
- F. The City's acceptance of the Grant from SFPA is contingent upon approval by the San Francisco Board of Supervisors.
- G. Friends intends to propose a separate grant to the City in the future to implement a maintenance fund at a future date and contingent on its fundraising efforts.
- H. The City's Planning Department has found that the Project is categorically exempt from environmental review under the California Environmental Quality Act (a copy of these findings is on file with the Recreation and Park Commission Secretary and are incorporated herein by reference).
- I. On June 20, 2013 the San Francisco Recreation and Park Commission ("**Commission**") approved the Conceptual Plan, approved the Donor Recognition Proposal, approved this MOU, and recommended that the Board of Supervisors accept and expend the Grant.

NOW, THEREFORE, the Parties hereto agree as follows:

1. **Term of MOU.** This MOU shall become effective only upon acceptance of the Grant by the San Francisco Board of Supervisors, and approval of this MOU by the City in accord with applicable City Charter and Code provisions and full execution by the Parties (the "Effective Date") and shall expire upon completion of construction of the Project, unless otherwise earlier terminated as set forth in Section 14 below (the "Term").

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2. **Schedule.** The Parties have agreed upon certain milestones as set forth in 2012 Clean and Safe Neighborhood Park Bond Report dated May 15, 2012 in Exhibit C attached hereto (the "**Schedule**"). The Schedule is preliminary and may be amended by mutual written consent of each of the Parties.

3. **Roles and Responsibilities.**

3.1. **The City.**

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

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

B. Subject to acceptance of the Grant by the Board of Supervisors, RPD shall provide the following for the Project:

1. City Funds. The City Funds budgeted for the Project consist of (1) \$1,500,000 for construction (which includes a 10% contingency), and (2) \$500,000 for project management and other soft costs related to the Project. RPD does not have any other funds available for the Project. RPD's commitment to provide City Funds to implement the Conceptual Plan is contingent upon SFPA providing the full amount of the Cash Grant set forth in Section 3.2. below.
2. Project Management. RPD shall provide the services of one RPD Project Manager to:
 - a. Contract with the Department of Public Works ("DPW") for the coordination and administration of contract preparation and administration, and construction management, and
 - b. Coordinate necessary City approvals and services for the Project, including but not limited to Environmental Review, compliance with disability access laws, and RPD Department and Commission reviews, and
 - c. Administer the construction contract, in conformance with City requirements to complete the Project, and

- d. Facilitate the community meetings and public notification process.
- C. The Parties hereto acknowledge that, in contemplation of this MOU, SFPA has entered into a fiscal sponsorship agreement with Friends to act as fiscal sponsor for Friends. In furtherance thereof, to the extent required under California Business and Professions Code section 7040(a), the City shall designate SFPA as an "authorized representative" of the City acting through RPD as such term is used therein.
- D. RPD reserves the right to remove or alter the site improvements to the Property in its sole discretion. However, RPD shall conduct "good faith efforts" to contact SFPA in advance of removing or altering any major component of the site improvements in order to allow SFPA the opportunity to restore the site improvements. RPD's rights and obligations described in this Section shall survive expiration of this Agreement.

3.2 SFPA.

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

1. Project Design. SFPA shall engage the services of a licensed and insured design professional ("Architect") to prepare conceptual, schematic, and detailed designs and construction documents for the Project as described in the Conceptual Plan.
 - a) No later than by July 1, 2014, or no less than 60 calendar days prior to advertisement for bids, SFPA shall deliver to RPD detailed construction drawings and technical specifications for the Project, including five (5) full size sets, five (5) half size sets, and one electronic file-copy, all bearing the stamp and signature of the licensed design professional ("Plans").
 - b) To insure that the Project design is within the sum of SFPA's Cash Grant (\$750,000) and the City Funds for construction (\$1,500,000) (collectively the "Construction Budget"), the Plans shall include deductive alternate(s) with a combined value of not less than 10% of the estimated construction cost.
 - c) Architect's Plans shall comply with applicable provisions of the California and San Francisco Building Codes, the Americans with Disabilities Act and any other disability access laws, and applicable standards for professional playground design. Where there is an irreconcilable discrepancy between any of the above mentioned codes and regulations, the Architect shall identify to RPD the irreconcilable discrepancy, exercise a professional standard of care in determining which

code or regulation governs, and provide RPD with the basis for its determination.

2. SFPA's Contract With Architect. SFPA's contract with the Architect shall include the following terms and conditions:
 - a. Insurance. SFPA shall require the Architect to maintain in force, during the full term of its agreement, insurance in the amounts and coverages specified in Exhibit E, and to name as an additional insured the City and County of San Francisco, its Officers, Agents, and Employees.
 - b. Construction Phase Support. The Architect shall be retained for the duration of the Project's construction and be required to provide the City with construction support services related to the Project.
 - c. Code Compliance. The 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. In the event of changes in such codes, regulations or interpretations during the course of the Project that were not and could not have been reasonably anticipated by the Architect and which result in a substantive change to the Plans, the Architect shall not be held responsible for the resulting additional costs, fees or time, and shall be entitled to reasonable additional compensation for the time and expense of responding to such changes. The Architect shall be responsible, however, to identify, analyze and report to the City pending changes to codes and regulations that would reasonably be expected to affect the design of the Project, including pending changes to the California building codes and San Francisco Building Code and other amendments.
 - d. Standard of Performance. The Architect shall acknowledge and agree that the Architect shall perform its services under the agreement in accordance with the professional standard of care applicable to the design and construction administration of projects of similar size and complexity in the San Francisco Bay Area.
3. Fixed Budget Limit Of Project Construction Cost
 - a. The fixed budget limit of construction cost (the "Fixed Budget Limit") for the Project is the sum of SFPA's Cash Grant of up to \$750,000 and

the City Funds for construction of \$1,500,000. The Fixed Budget Limit includes all of the costs of basic construction, including a 10% construction contingency. The Fixed Budget Limit excludes alternates, either additive or deductive.

- b. SFPA shall ensure that the Architect shall be responsible for designing a Project that conforms to the Fixed Budget Limit, where the lowest responsive bid submitted by a responsible bidder is within five percent (5%) of the Fixed Budget Limit, assuming a 10% construction contingency. In the event that cost estimates prior to bidding or actual bids indicate that the Construction Cost will exceed the Fixed Budget Limit, the SFPA shall, at the request of the City and at no cost to the City: (i) revise the design and construction documents, plans and specifications and (ii) assist the City with re-bidding of the Project, until the construction cost is within +/-5% of the Fixed Budget Limit (while maintaining a 10% construction contingency), subject to the following conditions:

- i. The City, in consultation with SFPA and its agents, may modify the Fixed Budget Limit, or may apply additive or deductive alternates to the lowest responsive bid, to meet the Fixed Budget Limit. The Architect and the City will confer at all phases of design and before the design of any alternates. To insure that the Project design is within the sum of SFPA's Cash Grant (\$750,000) and the City Funds for construction (\$1,500,000) (collectively the "Construction Budget"), the Plans shall include deductive alternate(s) with a combined value of not less than 10% of the estimated construction cost, with final determination by the City in consultation with SFPA, as to the scope of such alternates, which alternates shall be a part of the bid package, and the order in which the alternates would be accepted.

- ii. In the event that redesign services are necessary after the City has received bids for construction of the Project, SFPA shall ensure that the Architect provides such changes at no cost to the City. The Architect must complete any redesign within two (2) months of notification by the City of its intent to redesign.

- iii. In the event that redesign services are performed after the Architect has received notification by the City to redesign and modify the Contract Documents, preparation of modified Construction Documents and preparation of a final estimate of construction cost provided by the SFPA, and obtaining City approval of the final Construction Documents, shall be the limit of the Architect's responsibility arising out of the establishment of the Fixed Budget Limit except, however, that this shall in no way limit the Architect's responsibility or the City's remedies in the

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

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

- B. **Cash Grant.** In support of the Project, no later than September 1, 2014, SFPA shall donate to the City up to \$750,000 for construction of the Project as set forth in the Conceptual Plan. RPD shall not put the project out to bid unless and until SFPA provides RPD with sufficient funds to align the Construction Budget to the Engineer's Estimate.

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

4. **Funding.** Neither SFPA nor RPD shall be obligated to fund any funding shortfall pursuant to this MOU or any other agreement unless such party expressly so agrees in writing.
5. **Amendments.** This MOU may be amended only by mutual written consent of each of the Parties, executed in the same manner as the original agreement.
6. **Insurance.** Without in any way limiting SFPA's liability pursuant to the "Indemnification" section of this Agreement, SFPA must maintain in force, during the full term of this Agreement, insurance in the amounts and coverages specified in Exhibit E, and shall name as an additional insured the City and County of San Francisco, its Officers, Agents, and Employees.

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

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

Approved by Rec Park Commission on 6/20/2013

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

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

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

8. **No Recourse.** RPD and SFPA recognize and acknowledge that Friends is an unincorporated association of neighbors and friends of Mountain Lake Park Playground, that each member is a volunteer, and that each is unpaid, devoting his or her services to the objectives and purposes of Friends. Accordingly, no director, officer, or member of Friends shall have any personal responsibility or liability whatsoever for the discharge of the obligations of Friends set forth in this MOU, and no director, officer, or member of Friends shall have any personal responsibility or liability whatsoever for any obligations or liabilities of Friends assumed or incurred by Friends under this MOU, provided however that SFPA assumes all such obligations and liabilities for the Friends under this MOU.
9. **Public Relations.** RPD, SFPA, and the Friends 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, SFPA, or the Friends in reference to the Project shall include a recommendation to contact the other Party. Neither SFPA 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 SFPA 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 14 below. All media contacts to SFPA will be directed to Steve Schweigerdt at the address provided for SFPA in Section 14 below. All media contacts to SFPA will be directed to Kate Green at the address provided for the Friends in Section 14 below.

At a time and in a format to be determined by the Parties, RPD, SFPA, and the Friends may hold at least one joint public event, such as a ground breaking ceremony or ribbon cutting ceremony. At any such event, the Parties shall participate on an equal basis. If RPD, SFPA, or the Friends holds any other event solely or largely dedicated to the Project, the Parties shall, as time permits, notify the other Party and allow that Party to participate on an equal basis. Materials and collateral for the Project shall be approved by RPD, SFPA, and the Friends.

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

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

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

Approved by Rec Park Commission on 6/20/2013

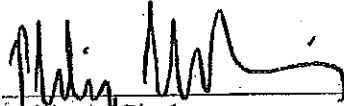
Notice of termination, and any other notices under this MOU, shall be provided to each Party at the addresses below. The Parties addresses for purposes of such notices are:

| FRIENDS OF THE MOUNTAIN LAKE PARK PLAYGROUND | SF RECREATION AND PARK DEPARTMENT | SAN FRANCISCO PARKS ALLIANCE |
|---|--|---|
| <p>Jen Fetner Friends of the Mountain Lake Park Playground 283 10th Ave.San Francisco, CA 94118</p> | <p>Philip A. Ginsburg, General Manager SF Recreation & Park Dep't 501 Stanyan Street San Francisco, CA 94117</p> | <p>Matthew O'Grady Executive Director San Francisco Parks Alliance 451 Hayes Street, 2nd Floor San Francisco, CA 94102</p> |
| <p>Kate Green Friends of the Mountain Lake Park Playground 628 Lake St.San Francisco, CA 94118</p> | <p>Sarah Ballard Director of Policy and Public Affairs SF Recreation & Park Dep't 501 Stanyan Street San Francisco, CA 94117</p> | <p><i>with a copy to:</i> Noa Clark Pillsbury Winthrop Shaw Pittman LLP Four Embarcadero Center, Suite 2200 San Francisco, CA 94111</p> |
| <p>Claire Myers Friends of the Mountain Lake Park Playground 82-5th Avenue San Francisco, CA 94118</p> | <p><i>with a copy to:</i> Francesca Gessner Deputy City Attorney Office of the City Attorney, General Government Team City and County of San Francisco City Hall, Room 234 1 Dr. Carlton B. Goodlett Place San Francisco, CA 94102</p> | |


Approved by Rec Park Commission on 6/20/2013

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

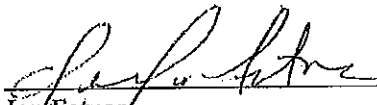
APPROVED:


Philip A. Ginsburg
General Manager
Recreation and Park Department

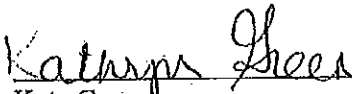
9-18-13
Date


Matthew O'Grady
Executive Director
San Francisco Parks Alliance

9/30/13
Date


Jen Fetner
Friends of the Mountain Lake Park Playground

9-12-13
Date

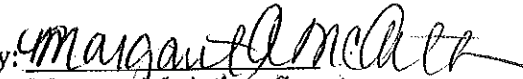

Kate Green
Friends of the Mountain Lake Park Playground

9/10/13
Date


Claire Myers
Friends of the Mountain Lake Park Playground

9/10/13
Date

APPROVED: RECREATION AND PARK COMMISSION

By: 
Margaret McArthur, Secretary

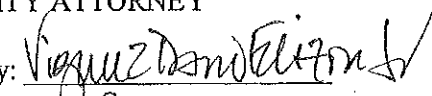
Date: 6/20/13

Resolution No. 1306-013

Approved by Rec Park Commission on 6/20/2013

APPROVED AS TO FORM:

DENNIS J. HERRERA
CITY ATTORNEY

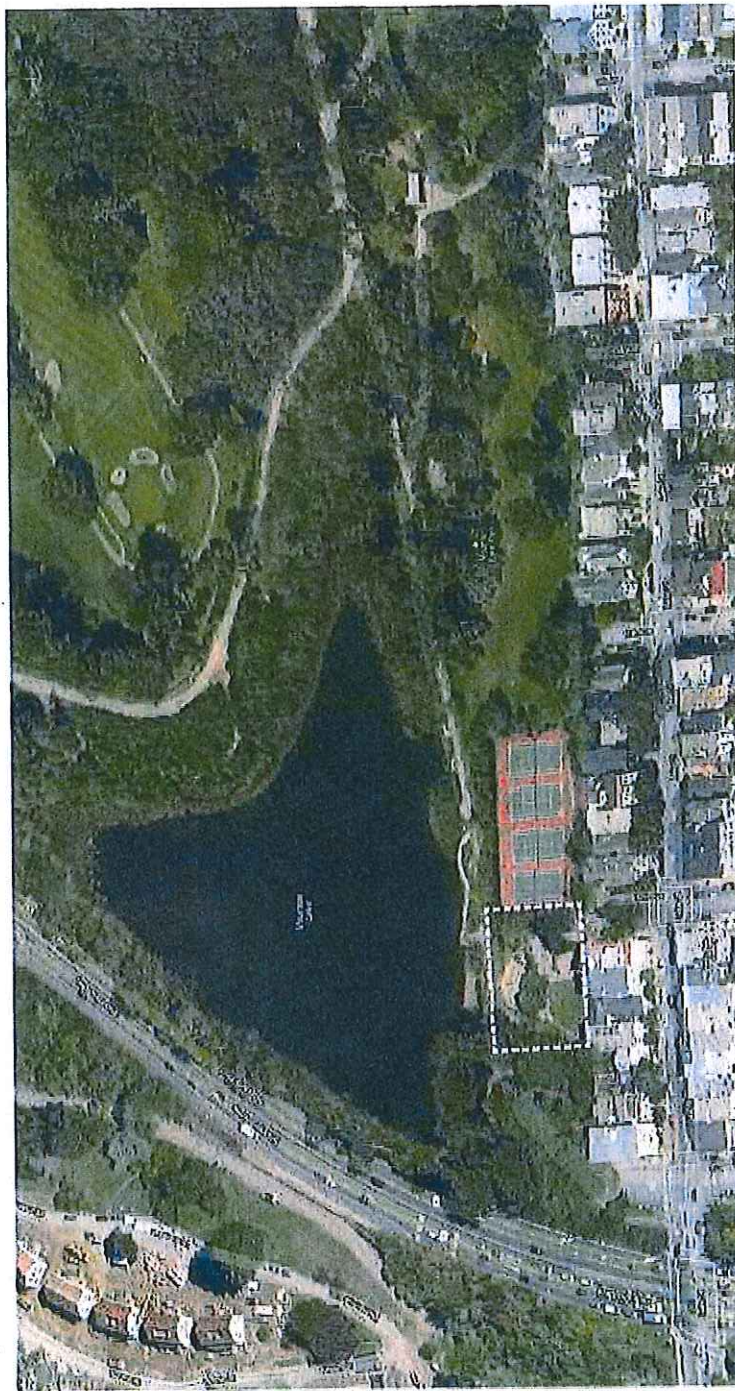
By: 
for Francesca Gessner
Deputy City Attorney

Attachments:

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

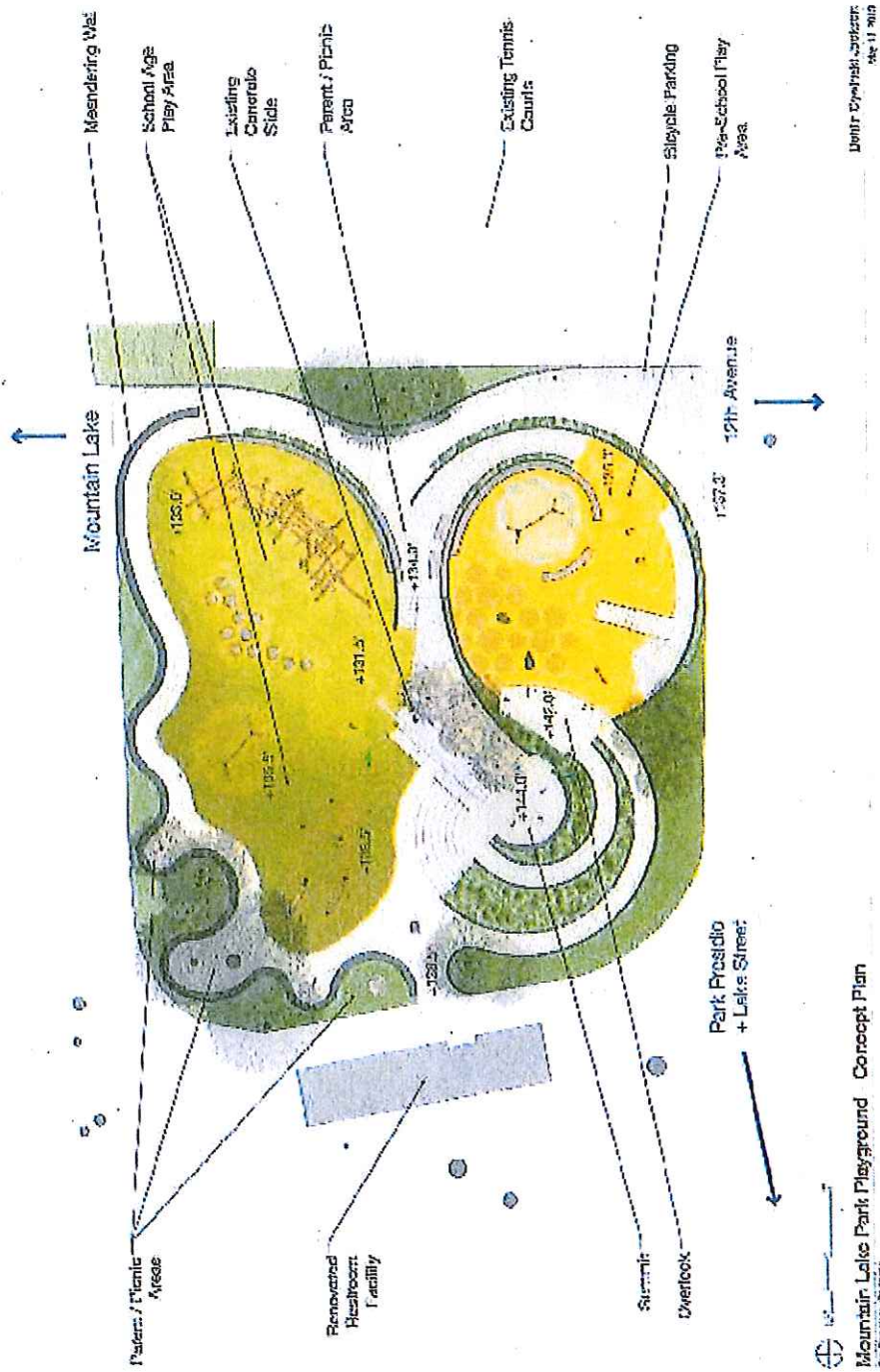
~~6/4/2013~~ Approved by Rec Park Commission
on 6/20/13

**EXHIBIT A:
MAP SHOWING PROJECT LOCATION**



6/4/2013 - Approved by Rec Park Commission on 6/20/13

**EXHIBIT B:
CONCEPTUAL DESIGN**



Approved by Rec Park Commission on 6/20/2013

**EXHIBIT C:
PRELIMINARY PROJECT SCHEDULE**

The Project Schedule is based on the 2012 Clean and Safe Neighborhood Park Bond Schedule and is intended to establish the maximum schedule for the Mountain Lake Park Playground project. If sufficient funds are in place, then the Project Schedule may be expedited

| Phase | Target Start | Target Finish |
|--------------|---------------------|----------------------|
| Planning | March 2013 | September 2013 |
| Design | September 2013 | September 2014 |
| Bid/Award | September 2014 | March 2015 |
| Construction | March 2015 | March 2016 |
| Closeout | March 2015 | June 2016 |

Approved by Rec Park Commission on 6/20/2013

**EXHIBIT D:
PRELIMINARY BUDGET**

| | | <u>Fund Source:</u> | | |
|--|-------------|---------------------|--------------|--------------|
| | | <u>BUDGET</u> | <u>BONDS</u> | <u>GRANT</u> |
| <u>Construction, Purchase & Installation</u> | | \$2,233,000 | \$1,500,000 | \$733,000 |
| Primary Construction | \$2,023,000 | | | |
| Construction Contingency | \$203,000 | | | |
| <u>Project Controls</u> | | \$814,000 | \$414,000 | \$400,000 |
| Management & Administration | \$120,320 | | | |
| Design & Engineering | \$470,380 | | | |
| Construction Management | \$223,300 | | | |
| <u>Project Contingency</u> | | \$103,000 | \$86,000 | \$17,000 |
| PROJECT BUDGET | | \$3,150,000 | \$2,000,000 | \$1,150,000 |

**EXHIBIT E:
ARCHITECT CONTRACT INSURANCE REQUIREMENTS**

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

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

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

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

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

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

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

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

c. Regarding Workers' Compensation, 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.

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 F
SFPA INSURANCE

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

A. Workers' Compensation, with Employer's Liability limits not less than \$1,000,000 each accident.

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

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

D. Comprehensive General Liability and Business Automobile Liability Insurance policies shall be endorsed to provide the following:

a. Name as Additional Insured (except with respect to the professional liability and workers' compensation coverage) the City and County of San Francisco, its Officers, Agents, and Employees.

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