

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

This Agreement for Buchanan Street Mall (“Agreement”) is made and entered into as of Feb. 21, 2019, 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 Buchanan Street Mall, a five block pedestrian mall between Eddy St. and Grove St. in the City and County of San Francisco, CA. The Mall includes three aging playgrounds, pathways and other amenities, as generally depicted on Exhibit A (the “Site”). The Buchanan Street Mall Project (hereafter, the “Project”) shall mean the renovation of the Site as described herein.
- B. **Background.** TPL has worked with RPD, Citizen Film, Green Streets, The Exploratorium, and the community to implement a temporary activation and to develop a Vision Document for the Project. This Agreement concerns the next phases of work on the Project Site, beyond what was covered in past agreements between TPL and RPD for the Project.
- C. **Grant.** TPL will grant RPD up to approximately \$900,000 in in-kind project management, community outreach, planning, and design services for the Project (the “Grant”), and will, in cooperation with RPD, assume responsibility for these services, according to the Work Plan attached as Exhibit B.
- D. **Fundraising.** TPL is working towards raising the funds for the Grant, and this Agreement represents TPL’s commitment to work towards closing the funding gap. TPL has raised \$207,000 to cover the cost of consultants and TPL staff time to develop a concept design for all five blocks of Buchanan Mall, which shall be subject to San Francisco Recreation and Park Commission (the “Commission”) approval. TPL is also working towards raising an additional \$560,000 for construction documents and construction oversight, for RPD to allocate to a single block or equivalent area pursuant to the approved concept design. If TPL is not able to raise the rest of the funding by September 2019, TPL will turn over

the approved concept design to RPD unless both parties agree in writing to extend the deadline. Refer to Exhibit B for budget breakdown.

- E. **Let's Play SF! Play Area.** The City is partnering with the San Francisco Parks Alliance on an initiative, known as "Let'sPlaySF!", to renovate thirteen playgrounds across the City including one of the playgrounds at the Project Site. The playground between Golden Gate Avenue and Turk Street is the "Let'sPlaySF! Play Area." TPL will coordinate with RPD concerning Let'sPlaySF! and agrees that the concept design, construction documents, and other design services provided under this Agreement shall include the Let'sPlaySF! Play area.
- F. **Grant Approval.** On February 21, 2019 by Resolution No. 1902-004, the San Francisco Recreation and Park Commission ("**Commission**") recommended that the Board of Supervisors authorize RPD to accept the Grant; the 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 acceptance of the Grant by the Board of Supervisors 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. **Schedule.** The Parties have agreed to the Work Plan, Project Timeline as set forth in **Exhibit B, page 17** (the "**Schedule**"). The Schedule may be amended only by mutual written consent of each of the Parties.
3. **Permission to Enter.** RPD confers on TPL a revocable, personal, unassignable, non-exclusive and non-possessory privilege to enter upon and use the Project Site 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.

#### 4. Roles and Responsibilities.

##### 4.1. RPD

###### A. RPD staff will:

1. Work in partnership with TPL to develop a design that meets the needs of users and the standards of RPD, within the assigned Project budget;
2. Provide, at no cost to TPL, an RPD project manager to coordinate internal reviews and approvals with the RPD Structural Maintenance Yard and other agencies as needed, including the Arts Commission, Department of Building Inspection and Mayor's Office on Disability;
3. Submit for approval to the Recreation and Park Commission the concept design developed and submitted by TPL;
4. Pay for other fees and services as outlined in the Work Plan budget in **Exhibit B**.

##### 4.2. 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 the Project per the Work Plan outlined in **Exhibit B**.
2. TPL shall be responsible for fully incorporating comments from RPD staff into the design, completing the materials required for all RPD required reviews, and for creating a design and construction documents that comply with all applicable laws, statutes, ordinances and governmental rules and regulations, including, without limitation, all federal and state laws governing disability access.
3. In consultation with RPD, TPL will select a contractor or contractors of its choice to perform all architectural, landscape architectural, and other design-related services, as outlined in **Exhibit B**. TPL will be fully responsible for all payments to all consultants, contractors and subcontractors retained by it to perform work related to the Project, at no cost to the City.
4. Insurance. Without in any way limiting TPL's liability under the "Indemnification" section of this Agreement, TPL shall also comply with the additional requirements in **Exhibit D** regarding insurance.

B. Landscape Architect/Design Professional Contract.

1. TPL's contract with the landscape architect or design professional it hires to design the Project ("**Architect**") shall include the following terms and conditions:
  - a. Insurance. Architect shall comply with the insurance requirements set forth in **Exhibit C**, and shall 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 abovementioned 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. License. The Architect shall have all current licenses required by law and accepted within the industry as standard for this type and scope of work.
  - e. 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.

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

5.1 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 and agents, in connection with this Agreement, except those arising by reason of the sole negligence of the City Indemnitees.

5.2 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.

5.3 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.

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

6. **Public Relations.** RPD and TPL shall cooperate in good faith on matters of public relations and media responses related to the Project and/or this Agreement. TPL shall not delegate any public relations, publicity, advertising, or earned media campaigns, events, articles, print or digital media or other media without written agreement from RPD. 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 prior to responding to any 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 in Section 8 below. All media contacts to TPL will be directed to Keith Maley at the email address provided 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.

To the fullest extent possible, all print and electronic communications regarding the Project shall refer to TPL and shall include the TPL logo as shown in Exhibit F. In addition, the Parties agree that all print and electronic communications regarding the Project that pertain specifically to the Let'sPlaySF! area of the Project shall, to the fullest extent possible, refer to Let'sPlaySF! and include the Let'sPlaySF! logo, and where appropriate the RPD and San Francisco Parks Alliance logos as shown in Exhibit E.

At a time and in a format to be determined later by the Parties, the Parties may hold playground events, including a groundbreaking and an opening to celebrate the Let'sPlaySF! initiative and the Buchanan Street Mall Project. The timing, general format and budget for such an event shall be reviewed and approved by the Parties and any event shall include references to Let'sPlaySF! and The Trust for Public Land as deemed appropriate by the Parties.

7. **On-Site Recognition.** This Grant is conditioned on the Project including on-site recognition for TPL. TPL will design on-site recognition in coordination with RPD. TPL acknowledges and understands that signage (including, without limitation, form, size, design and material) at the Project Site is subject to approval by RPD and the Recreation and Park Commission in their sole discretion, and must be incorporated into the project budget with prior approval of RPD.. The parties intend to include the Let'sPlaySF! donor recognition blocks in a location close to the Let'sPlaySF! area.

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 written 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 written 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:

TRUST FOR PUBLIC LAND	SF RECREATION AND PARK DEPARTMENT
Gilman Miller, Senior Counsel The Trust for Public Land - Western Division 101 Montgomery Street, Suite 900 San Francisco, CA 94104	Philip A. Ginsburg, General Manager SF Recreation & Park Dep't 501 Stanyan Street San Francisco, CA 94117

TRUST FOR PUBLIC LAND	SF RECREATION AND PARK DEPARTMENT
Tel: 415-800-5295 Fax: 415-495-0541	
Keith Maley, Director, Media Relations The Trust for Public Land - Western Division 101 Montgomery Street, Suite 900 San Francisco, CA 94104 Keith.Maley@tpl.org Tel: 415-800-5177 Fax: 415-495-0541	Sarah Madland, Dir. of Policy & Public Affairs SF Recreation & Park Dep't 501 Stanyan Street San Francisco, CA 94117 sarah.madland@sfgov.org
	<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

10. **Miscellaneous.**

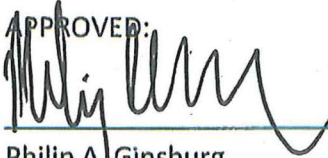
- a. This Agreement (including the Exhibits hereto, which are incorporated herein by reference) contains the entire understanding between the Parties as of the date of this Agreement, and all prior written or oral negotiations, discussions, understandings and agreements are superseded.
- b. All actions 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 RPD General Manager or his or her designee in his or her sole and absolute discretion.



11. **Amendments.** This Agreement (including the attached exhibits) may only be amended or modified by a signed writing of the Parties. The RPD General Manager, in consultation with the City Attorney, may approve such amendments on behalf of the City provided the amendments are in the best interests 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, and are necessary or advisable to complete the Project, and are in compliance with all applicable laws.

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

3/19/19

Date



Gilman Miller  
Senior Counsel  
Trust for Public Land

3-7-2019

Date

APPROVED AS TO FORM:

DENNIS J. HERRERA  
CITY ATTORNEY

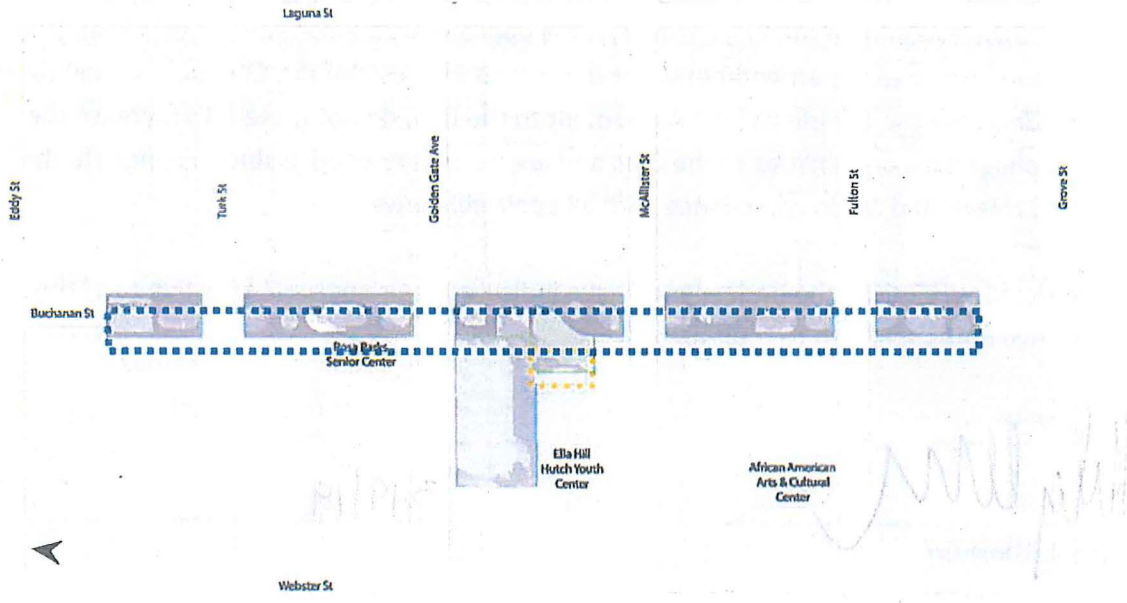
By: 

Manu Pradhan  
Deputy City Attorney


**Attachments:**

- Exhibit A – Map Showing Site
- Exhibit B – Work Plan
- Exhibit C – Architect Insurance Requirements
- Exhibit D – TPL Insurance Requirements
- Exhibit E – Let'sPlaySFI logo
- Exhibit F – The Trust for Public Land logo

# EXHIBIT A Map Showing Project Location



RPD Project Area 

Additional Project Area 

**EXHIBIT B**  
**The Trust for Public Land Work Plan**



**WORK PLAN**

# **Buchanan Street Mall Design**

**November 15, 2018**

## **Introduction**

The renovation of Buchanan Street Mall will be one of thirteen playgrounds to be renovated as part of the Let's Play SF Campaign, a partnership between the San Francisco Parks Alliance and the San Francisco Recreation and Park Department. The Trust for Public Land is thankful to be a part of this effort to renovate Buchanan Street Mall.

The project offers an opportunity to strengthen partnerships between RPD, TPL, and other community partners with the shared goal of improving community health and equity by providing access to high quality and safe public 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.

## **Goals**

The process will result in the completion of a concept design for Buchanan Street Mall, and the renovation of a minimum of one block of Buchanan Street Mall.

This process will achieve the following goals:

1. Concept Design for the entire five-block Mall. Develop a community supported concept plan and associated cost estimate for the five blocks. The design will build upon the activation and the vision document for Buchanan Street Mall and reflect the aspirations of the community. The design will be used not only to guide future improvements but also to coordinate and secure additional funding.
2. Detailed Design and construction for a block to be determined by RPD following the conceptual design phase and community input. Develop construction documents and implement the selected block or equivalent area to include amenities envisioned by the community and ensure that the improvements serve the neighborhood needs.
3. Execution: Cooperate with RPD to deliver the renovations on time and on budget
4. Community Engagement. Work with community partners to ensure the design reflects the needs, history, and future aspirations of the community.

## Project Partners and Roles

The Trust for Public Land will be responsible for overall project management; community engagement related to the design process; and design oversight. This role will include selecting, contracting and managing a team of professional consultants and coordinating closely with RPD. In addition to the community engagement during the participatory concept design phase TPL will work with community partners to provide regular updates to the community and ensure that the project incorporates the community's vision and RPD's standards and requirements. During bid and construction, TPL will provide the design consultants' services to support RPD's project manager and construction manager.

RPD is the owner and responsible for the maintenance and management of the park. We envision that RPD's responsibilities will include: a) contracting and managing the construction and other non-design sub-consultants and covering the expenses outlined in this Exhibit B; b) providing and facilitating reviews and approvals to ensure the design meets RPD standards; c) bidding the project's construction in accordance to Public Bid requirements; d) holding and managing the construction contract with the selected contractor.

Project roles and responsibilities are outlined in the following matrix:

DESIGN PHASE		
Donor (Trust For Public Land)	Project Manager (RPD)	Design Team (OCB-MLA)
Conduct search for qualified design consultant(s) in coordination with RPD	Monitor project schedule	Design the project based on Donor and RPD direction
Secure and administer design and outreach consultant contracts	Establish and monitor project budget and expenditures	Conduct design meetings/workshops
Monitor design progress and conformance with MOU budget and schedule benchmarks	Secure and administer 3rd party cost estimator's contract	Conduct and/or supply design materials for community design updates and workshops
Issue direction to design consultants regarding changes in project scope	Secure site investigation reports: haz mat assessment, topo survey, geotechnical report	Prepare and submit conceptual design plans and 3-D renderings for use in developing the design, during community outreach, and for presentation to the RPD Commission and its committees.
Schedule regular design meetings	Attend regular design meetings. Provide RPD design direction based on RPD project and community goals, construction and maintenance standards and design intent.	Prepare and submit 30/60/90 phase designs submittals
Incorporate RPD project goals, construction and maintenance standards and design intent in directing design team	Participate in cost reconciliation meetings	Provide written response to RPD comments and incorporate into design documents
Coordinate all community outreach in consultation with RPD and relevant community partners. Provide notification and publicity translated into all languages required by RPD and City	Facilitate reviews by and present design progress to RPD Structural Maintenance Yard (SMY) and Operations at 30%, 60%, 90% submittals and provide	Provide written response to Access Coordinator comments and incorporate into design documents

policy.	SMY/Operations comments to design team lead	
Schedule & conduct steering committee meetings	Facilitate reviews by City access coordinator at 30%, 60%, 90% submittals and provide City Access Coordinator comments to design team lead	Conduct QA/QC for calculations, drawings, specifications, estimates, & schedules
Coordinate fund raising for donor-provided services and deliverables	Obtain signature of approval from designated City access coordinator (MOD)	Identify and incorporate up to 3 design alternates
Coordinate planning and design of donor recognition features	Obtain environmental and planning agency approvals (CEQA/GP)	Coordinate with DPW Contract Administration on drafting of Division 01 specifications
Facilitate gift to the City of documents and funds	Submit applications for building permits, encroachment or other regulatory permits	Prepare and submit storm water management ordinance application to SFPUC
Make major budget and schedule decisions in coordination with RPD	Prepare construction phasing plan and identify and salvage any materials RPD wishes to retain or reuse	Prepare and submit water conservation ordinance application to SFPUC
Facility weekly/bi-weekly coordination meetings	Secure services of DPW CA to prepare Division 0 and Division 1 Specifications	Prepare 100% Permit / Bid Documents with stamps and wet signatures
Manage and primary point of contact for consultant team	Coordinate with CMD to set LBE sub-contractor participation goals	Submit Building Permit package(s) to DBI
	Facilitate transfer of funding for advertisement & construction	Meet permit officials, respond to permitting agency comments and revise Permit / Bid Documents as needed
		Pull permit(s) at DBI (funded by RPD)
		Provide digital and hard copy Bid Documents to RPD. Provide scanned digital file of approved stamped permit set and job card to RPD.
<b>BID AND AWARD PHASE</b>		
Donor (Trust For Public Land)	Project Manager (RPD)	Design Team (OCB-MLA)
Monitor bid results against MOU budget	Facilitate contract advertisement through DPW CMD	Prepare responses to bidder questions
Work with RPD Public Affairs division to schedule and plan ground breaking event	Perform outreach to interested bidders	Prepare addenda documents if needed
Oversee design and outreach consultants	Conduct pre-bid conference	Review bidder qualifications and bid protests, if applicable
Inform community of bid timeline	Coordinate issuance addenda through DPW CMD	Attend the pre-bid conference
Attend pre-bid conference	Attend bid opening	Attend partnering session
Attend partnering session	Review bids	
Manage and primary point of contact for consultant team	Obtain approval from CMD prior to award of contract	
	Obtain RPD Commission approval to award contract / reject bids	
	Facilitate contract certification through SF PW	
	Secure services of SF PW BDC for Construction Management	

	Secure services of SF PW Materials Testing Lab	
	Secure services of a consultant Special Inspector and Haz Mat Monitoring firm if applicable	
	Conduct pre-construction community outreach	
	Work with GC to schedule partnering session	
<b>CONSTRUCTION PHASE</b>		
<b>Donor (Trust For Public Land)</b>	<b>Project Manager (RPD)</b>	<b>Design Team (OCB-MLA)</b>
Facilitate fabrication of donor recognition features and coordinate installation with GC	Schedule pre-construction meeting	Attend pre-construction meeting
Work with RPD Public Affairs to schedule and plan Grand Opening event	Coordinate with site staff on closure related issues such as temporary power and site access	Attend weekly construction meetings to resolve construction issues as they arise
Participate in punch walk and assist in the preparation of punch list in coordination	Attend weekly construction progress meeting to track project progress	Review submittals, shop drawings, RFIs and contractor as-builts
Attend weekly construction progress meeting to track project progress	Monitor the work of the SF PW CM team and inspection consultants	Conduct site visits and make observations of the work to confirm conformance with plans/specs
Manage and primary point of contact for consultant team	Negotiate, review, and approve change orders and time extension requests	Prepare Supplemental instructions, clarifications, and sketches as required
	Provide reports as needed to the Donor and other interested parties on the progress of the work and expenditure of the gift	Conduct substantial completion site walk and submit punch list to CM
	Review and approve construction contractor's progress payments	Participate in punch walk and assist in the preparation of punch list in coordination
	Prepare periodic progress updates for posting on the RPD blog	
	Monitor contractor compliance with 12B/14, OSLE and First Hire ordinances	
	Coordinate RPD Operations substantial completion site walk and submit punch list to CM	
	Coordinate City's Access Coordination's substantial completion site walk and submit punch list to CM	
	Coordinate site hand-off to RPD	
	Assist RPD Public Affairs and Donors with Grand Opening, if needed	
	Oversee accounting and contract closeout process	

## Scope of Work

The scope is divided into five tasks, with task 0 being ongoing throughout the duration of the projects.

### TASK 0 | Community Engagement (ongoing)

TPL and RPD will work together to explore and develop partnerships to identify the community's priorities and needs for the park and help facilitate the development of partnership agreements.

#### TPL Deliverables

- Outreach to and meetings with relevant and representative community members and groups
- Outreach calendar members and groups
- Meeting minutes or summary
- Sign in sheets with attendance list, count, and option for contact info from attendees
- Follow up with the community on meeting outcomes and project progress

### TASK 1| Concept Design (8 months)

TPL and RPD will co-lead a participatory design process for the entire five-block Buchanan Street Mall to generate a community supported conceptual design. The final community supported conceptual design shall include the Let's Play SF! Play Area.

#### 1.1. Site assessment

The site assessment for Buchanan Street Mall will include:

- Evaluation of existing conditions and use
- On site meeting with stakeholders including Rec Park maintenance staff
- Topographic survey and base map (provided by RPD)
- Arborist report (provided by RPD)

#### 1.2. Participatory design

TPL will work with RPD to lead an inclusive process to engage the community at different stages in the conceptual design process. Key stakeholders include Citizen Film, Green Streets, District 5 Supervisor, City Agencies (Department of Public Works, Planning Department, Police Stations, Health Department, Mayor's Office, etc.), Ella Hill Hutch Community Center, African American Arts & Culture Complex, Rosa Parks Senior Center, Mo'Magic and other neighborhood organizations, schools, churches and community leaders. TPL will work with Citizen Film, Green Streets, and other community partners to conduct:

- At least 3 community meetings
- At least 3 focus group meetings
- Interviews and/or presentations with key stakeholders

#### 1.3. Concept plan and cost estimate

TPL and its consultants will provide the design services for the entire five-block Buchanan St. Mall. All design meetings and decisions will be conducted jointly between TPL and RPD. RPD will provide for cost estimating, Site Survey and Arborist Report. 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 (provided by RPD)

#### 1.4. Approval of concept plan

- Present the final concept plan for the entire five-block Buchanan St. Mall for approval at the SF Rec & Park Commission seven months after the commencement of conceptual design work.

#### Deliverables

- Topographic survey (provided by RPD)
- Final design concept and illustrative plans and renderings the entire five-block Buchanan St. Mall approved by the SF Rec Park Commission. Plans should be at a resolution to clearly understand the design intent and site elements associated with each block. Renderings should show both overall concept and salient locations (5 minimum).
- Conceptual cost estimate (provided by RPD).

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

Assuming that TPL has successfully raised the balance of funds needed by June 2019 as noted in Recitals D of this Agreement, and after approval of the concept design, TPL's design team will develop and produce construction drawings and specifications for the Buchanan St. Mall area selected for the first phase of construction. This area shall include the Let'sPlaySF! play area.

#### 2.1 Prepare Design Development documents

- Refine design to define the character, materials, and location for project elements and systems, based on concept design
- 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 RPD Structural Maintenance Yard and make required changes
- Produce cost estimate for 100% design development (provided by RPD)
- Attend monthly coordination meetings as needed

#### 2.2 Prepare Construction Documents

- Produce construction documents, including drawings and technical specifications of all elements within the scope of work
- Review 50% and 90% Construction Documents set with RPD Structural Maintenance Yard and make required 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). Provide RPD with digital stamped/approved permit set & job card.
- 100% Construction Documents Submittal (Construction/Conform Set)
- Procuring permits, including DBI and SFPUC
- Cost Estimates (provided by RPD)
- Digital versions of all deliverables plus two half-size hard copies of drawings to RPD)

**TASK 3 | Bid and Award (5 months)**

TPL and design consultants will assist the City in the Bid and Award Process for the Buchanan St. Mall selected block.

**3.1 Assist City with Public Bid and Award**

- Provide RPD answers to questions from bidders
- Prepare addenda as required for clarifications of construction documents

**TASK 4 | Construction Administration and Close-out (12 months)**

RPD will hold the construction contract and provide construction management. TPL will contract design consultants to provide construction administration to ensure that the project is being constructed according to the plans.

**4.1 Construction administration and oversight**

- Review submittals and shop drawings; respond to RFIs
- Visit the site as necessary to review the work of the General Contractor for conformance with the Construction Documents. Attend progress meetings as necessary.
- Provide field observation reports
- Conduct a final walk-through, and assist in preparing a punch list

**4.2 Close out**

- Assist in reviewing as-builts and warranties for conformance to contract documents, and provide to RPD



**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**  
**RPD Logo**  
**Let'sPlaySF! Logo**  
**Let'sPlaySF! Partner logos**

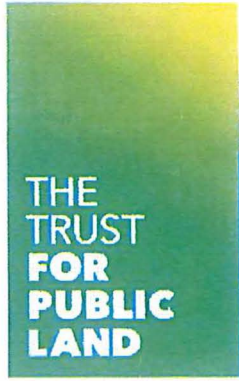


**TRANSFORMING  
PLAYGROUNDS TOGETHER**





Exhibit F  
The Trust for Public Land Logo





**RECREATION AND PARK COMMISSION**  
**City and County of San Francisco**  
**Resolution No. 1902-004**

**BUCHANAN STREET MALL**  
**TRUST FOR PUBLIC LAND GRANT ACCEPTANCE AND AGREEMENT**

**RESOLVED**, that this Commission does Discussion and possible action to 1) recommend that the Board of Supervisors authorize the Recreation and Park Department to accept an in-kind grant valued at up to approximately \$900,000 from the Trust for Public Land for project management, planning and design services, and community engagement for the Buchanan Mall 5 block project, including a Let'sPlaySF! play area renovation project; and 2) authorize the Department to enter into an Agreement with the Trust for Public Land regarding the in-kind grant.

Adopted by the following vote:

Ayes	7
Noes	0
Absent	0

I hereby certify that the foregoing resolution was adopted at the Recreation and Park Commission meeting held on February 21, 2019.



Margaret A. McArthur, Commission Liaison

