

File No. 141040

Committee Item No. 4

Board Item No. \_\_\_\_\_

# COMMITTEE/BOARD OF SUPERVISORS

## AGENDA PACKET CONTENTS LIST

Committee: Budget & Finance Committee

Date November 5, 2014

Board of Supervisors Meeting

Date \_\_\_\_\_

### Cmte Board

- |                                     |                          |  |
|-------------------------------------|--------------------------|--|
| <input type="checkbox"/>            | <input type="checkbox"/> | Motion                                       |
| <input checked="" type="checkbox"/> | <input 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"/> | Youth Commission Report                      |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Introduction Form                            |
| <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 type="checkbox"/> | Grant Information Form                       |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Grant Budget                                 |
| <input type="checkbox"/>            | <input type="checkbox"/> | Subcontract Budget                           |
| <input checked="" type="checkbox"/> | <input 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                                  |
| <input type="checkbox"/>            | <input type="checkbox"/> | Public Correspondence                        |

### OTHER (Use back side if additional space is needed)

- |                                     |                          |   |
|-------------------------------------|--------------------------|---|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <u>Rec &amp; Park Commission Resolution</u> |
| <input type="checkbox"/>            | <input type="checkbox"/> | _____                                       |
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Completed by: Linda Wong Date October 31, 2014  
 Completed by: \_\_\_\_\_ Date \_\_\_\_\_

1 [Accept and Expend Grant - Herz Playground Improvements - O.C. Jones and Sons, Inc. -  
2 \$248,000]

3 **Resolution retroactively authorizing the Recreation and Park Department to accept and**  
4 **expend a grant of \$248,000 from O.C. Jones and Sons, Inc., for the renovation of the**  
5 **baseball diamond at Herz Playground for the period of March 26, 2014, through May 31,**  
6 **2014.**

7  
8 WHEREAS, Herz Playground is located in the Visitacion Valley neighborhood,  
9 bounded by Visitacion Ave and Hahn Street at the southeastern edge of McLaren Park; and

10 WHEREAS, Prior to the execution of this Grant, the baseball diamond at Herz  
11 Playground was a little-used, deteriorated baseball diamond that had large bare patches in  
12 the outfield, fencing in poor condition, and a damaged backstop; and

13 WHEREAS, In 2013, this project came to Recreation and Park Department (RPD)  
14 through the efforts of TLC for Kids Sports, a non-profit organization set-up to renovate athletic  
15 facilities used for youth sports; and

16 WHEREAS, O.C. Jones and Sons, Inc., is a large contractor with experience  
17 renovating athletic fields and is a primary sponsor of TLC for Kids; and

18 WHEREAS, O.C. Jones and Sons, Inc., agreed to perform the work needed to upgrade  
19 the facility at Herz Playground; and

20 WHEREAS, In order to re-open the fields for summer camps taking place at Herz  
21 Playground, it was necessary to accelerate the work schedule; and

22 WHEREAS, In late 2013, RPD staff met with representatives from O.C. Jones and TLC  
23 to review the site and develop a scope of work for the project, including re-sodding of the  
24 outfield, fencing repairs, installation of new benches and bat racks in the dugout, repairs to the  
25 backstop and installation of a flagpole, a new scoreboard and a "homerun" fence; and

1 WHEREAS, O.C. Jones and Sons, Inc., proposed to give RPD a grant-in-place valued  
2 at approximately \$248,000 to renovate the baseball diamond at Herz Playground; and

3 WHEREAS, Public Works contributed to this effort by developing plans for the new  
4 baseball diamond; and

5 WHEREAS, On March 20, 2014, the Recreation and Park Commission approved the  
6 Grant agreement, Resolution No. 1403-007; and

7 WHEREAS, O.C. Jones and Sons, Inc. performed the renovations between March 26,  
8 2014, and May 27, 2014, and the ballfield was re-opened on May 31, 2014; and

9 WHEREAS, RPD proposes to maximize use of available grant funds on program  
10 expenditures by not including indirect costs in the grant budget; now, therefore, be it

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

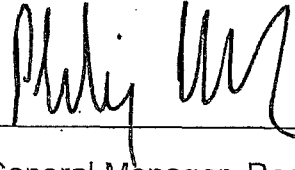
14 FURTHER RESOLVED, That the Board of Supervisors hereby waives inclusion of  
15 indirect costs in the grant budget; and be it

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

18 FURTHER RESOLVED, That the Board of Supervisors authorizes the Recreation and  
19 Park General Manager to enter into any modifications to the Grant that the Recreation and  
20 Park General Manager determines, in consultation with the City Attorney, are in the best  
21 interests of the City and do not materially increase the obligations or liabilities of the City, are  
22 necessary or advisable to effectuate the purposes of the Grant or this Resolution, and are in  
23 compliance with all applicable laws, including the City's Charter.

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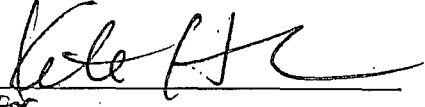
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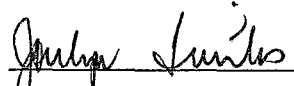
General Manager, Recreation and Park Department

Approved:

Approved:

  
\_\_\_\_\_

for  
Mayor

  
\_\_\_\_\_

for  
Controller



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

**TO:** Angela Calvillo, Clerk of the Board of Supervisors  
**FROM:** Nathan Tinclair, SF Recreation and Parks Partnerships  
**DATE:** September 12, 2014  
**SUBJECT:** Accept and Expend Resolution for Subject Grant  
**GRANT TITLE:** Baseball Diamond Renovation at Herz Playground

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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 checklist

Grant budget

Grant application

Grant award letter from funding agency

Other (Explain): Signed grant agreement; Recreation and Park Commission Resolution No. 1403-007

**Special Timeline Requirements:**

**Departmental representative to receive a copy of the adopted resolution:**

Name: Nathan Tinclair

Phone: 415-831-6842

Interoffice Mail Address: [nathan.tinclair@sfgov.org](mailto:nathan.tinclair@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: Baseball Diamond Renovation at Herz Playground
2. Department: Recreation and Parks
3. Contact Person: Nathan Tinclair Telephone: 415-831-6842
4. Grant Approval Status (check one):  
 Approved by funding agency                       Not yet approved
5. Amount of Grant Funding Approved or Applied for: \$248,000
- 6a. Matching Funds Required: \$0  
b. Source(s) of matching funds (if applicable): N/A
- 7a. Grant Source Agency: OC Jones and Sons, Inc.  
b. Grant Pass-Through Agency (if applicable): N/A
8. Proposed Grant Project Summary: OC Jones and Sons, Inc. provided the city with an in-kind grant of the renovation of the baseball diamond at Herz Playground. Included in the renovation is a re-sodding of the outfield, fencing repairs, installation of new benches and bat racks in the dugout, repairs to the backstop and installation of a flagpole, a new scoreboard and a "homerun" fence.
9. Grant Project Schedule, as allowed in approval documents, or as proposed:  
Start-Date: March 26, 2014                      End-Date: May 31, 2014
- 10a. Amount budgeted for contractual services: \$0  
b. Will contractual services be put out to bid?  
c. If so, will contract services help to further the goals of the Department's Local Business Enterprise (LBE) requirements?  
d. Is this likely to be a one-time or ongoing request for contracting out?
- 11a. Does the budget include indirect costs?                       Yes                       No  
b1. If yes, how much? N/A  
b2. How was the amount calculated? N/A  
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):

c2. If no indirect costs are included, what would have been the indirect costs? \$12,400

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

*Project construction drawings reviewed by Mayor's Office on Disability (MOD)*

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

*Paulina Aronica*

(Name)

*Project Manager / PPD ADA Coordinator for Physical Access*

(Title)

Date Reviewed: 9/12/14

*Paulina Aronica*  
(Signature Required)

**Department Head or Designee Approval of Grant Information Form:**

*Phil Ginsburg*

(Name)

*General Manager*

(Title)

Date Reviewed: 9/15/14

*Phil Ginsburg*  
(Signature Required)



**O.C. Jones & Sons, Inc.**  
General Engineering Contractor

1520 FOURTH STREET, BERKELEY, CA 94710 (510) 809-3476 FAX (510) 809-3576

September 11, 2014

**San Francisco Recreation and Park Department  
City & County of San Francisco  
30 Van Ness Avenue, Fifth Floor  
San Francisco, CA 94102**

**Attention: Toks Ajike – Project Manager**

**Reference: Herz Playfield Scope and Budget  
San Francisco, CA**

We are pleased to offer for your review the following scope of work and budget for work at the above referenced project.

**Scope of Work**

1. Mobilization of equipment and crews.
2. Clear & Grub/ Pulverize portion of outfield grass within new outfield fence limit.
3. Survey and provide Construction Staking.
4. Laser grade outfield and compact.
5. Form & pour new 18" wide pcc mow band along outfield fence.
6. Form & pour (2) new pcc dugout floors (30'x6') 4" thick enclosed with new 10' high black vinyl fence.
7. Form & pour 6' wide sidewalk from playground to spectator area.
8. Furnish & install 4' black vinyl clad fencing in outfield.
9. Furnish & install 10' black vinyl clad fencing along dugouts and 3<sup>rd</sup> base foul line.
10. Remove backstop fabric and replace with black vinyl clad fabric.
11. Furnish & install 4' high x 12' double swing gates in left field.
12. Furnish & install 4' high access gate in right field.
13. Install and laser grade infield fines.
14. Furnish & install base, pitching rubber and home plate.
15. Install outfield turf/ sod from infield to new 4' fence.
16. Repair irrigation as needed.
17. Furnish & install new benches, bat racks in dugouts.
18. Replace and paint broken backstop boards.
19. Furnish & install new score board.
20. Furnish & install new flag pole.

<b>Budget Amount</b>	<b>\$ 248,000.00</b>
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If you have any questions, require additional information or would like to meet with us please do not hesitate to call me at (510) 809-3476.

Sincerely,  
OC Jones & Sons

Jim Gallagher  
Area Manager



**GRANT AGREEMENT AND PERMIT TO ENTER**

Between

O.C. Jones and Sons, Inc.

and

San Francisco Recreation and Park Department

(dated March 31, 2014 for reference purposes)

WHEREAS, The Recreation and Park Department ("Department" or "RPD") operates and maintains real property owned by the City and County of San Francisco ("City") on Visitacion Avenue and Hahn Street, commonly known as the Herz Playground ("Park"); and

WHEREAS, TLC for Kids Sports ("TLC") is an organization that improves athletic facilities for underserved youth in San Francisco; and

WHEREAS, O.C. Jones and Sons Inc. ("O.C. Jones") is a primary sponsor of TLC and as such proposes to give the Department a grant-in-place valued at approximately \$248,000 to renovate the baseball field at Herz Playground ("the Grant"); and

WHEREAS, RPD and O.C. Jones have developed a scope of work for the Grant and the Department has reviewed and approved the scope of work set forth in Exhibit A ("the Field Renovation"); and

WHEREAS, On March 20, 2014 the Recreation and Park Commission approved this Agreement and recommended that the Board of Supervisors accept the Grant from O.C. Jones; and

WHEREAS, The Department's acceptance of the Grant is subject to and contingent upon approval by the Board of Supervisors.

Now, therefore, it is agreed as follows:

Subject to and contingent upon approval by the San Francisco Board of Supervisors, the Department accepts the Grant from O.C. Jones and authorizes O.C. Jones to perform the Field Renovation subject to the following conditions:

1. **Permission to Enter.** The Department confers to O.C. Jones a revocable, personal, unassignable, non-exclusive and non-possessory privilege to enter upon and use the real property owned by City known as Herz Playground for the limited purpose of conducting the Field Renovation as set forth in Exhibit A subject to the terms, conditions and restrictions set forth below. This Agreement gives O.C. Jones 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 Herz Playground, or any portion thereof.
2. **Costs.** O.C. Jones shall be responsible for all costs or expenses of any kind or nature in connection with the Field Renovation.
3. **Scope of Work/Timeline.** O.C. Jones will perform the Field Renovation in general accordance with the document titled, "Approved Scope of Work," dated March 11, 2014

attached hereto as Exhibit A, including any changes or modifications thereto agreed to by the Parties. O.C. Jones and the Department will create a timeline for the Field Renovation. Following the Department's approval of the final Field Renovation plan and timeline, O.C. Jones will execute the Field Renovation in accordance with the approved timeline and plan.

4. **Contractor/Installation Requirements.** O.C. Jones may conduct the Field Renovation only upon satisfaction of the following conditions, which are for the sole benefit of the City. O.C. Jones, and all other entities or individuals providing services for the Field Renovation shall comply with the following requirements and require any such other contractors or agents it procures for the Field Renovation to comply with the following requirements in performing work at the Park:
  - a. Ensure that any and all improvements to the Park comply with all applicable laws, statutes, ordinances and governmental rules and regulations, including but not limited to all federal and state laws governing disability access. Before beginning any work, O.C. Jones shall obtain all permits, licenses and approvals that may be required by any regulatory agency to commence and complete the Field Renovation.
  - b. Maintain for the duration of the Field Renovation informational signs and/or banners in the Park to be posted by the Department alerting the public to the date and time the Field Renovation will take place.
  - c. Work with RPD to implement appropriate measures to ensure public safety while working in the Park, including, but not limited to, erecting safety barriers and caution signage and/or tape.
  - d. Pay its employees any prevailing rate of wage that may be applicable for the craft or classification of work performed.
  - e. Adhere to Occupational Safety & Health Administration standards related to landscape contractor and general engineering services.
  - f. Restoration of Area. Immediately following completion of the Field Renovation, O.C. Jones shall remove all debris and any excess dirt to the satisfaction of the Department.
  - g. O.C. Jones shall perform the Field Renovation properly and expeditiously, consistent with such professional skill, care and diligence as are exercised by a competent professional in the commensurate field with experience in the design, construction and administration of such projects of a comparable kind and scope to this project in the San Francisco area. O.C. Jones shall use, and shall cause their agents to use, due care at all times to avoid any damage or harm to City's property and to native vegetation and natural attributes of the Park. O.C. Jones shall not do anything about the Park that will cause damage to any of City's property. If any portion of the Park or any property of City located on or about the Park is damaged by any of the activities conducted by O.C. Jones or its agents

hereunder, O.C. Jones shall immediately, at their sole cost, repair any and all such damage and restore the area or property to its previous condition.

5. **Volunteer Day.** As part of this project, O.C. Jones will hold a volunteer day. The scope of work for this volunteer day will be jointly developed by OC Jones and RPD volunteer division staff, subject to final project approval from RPD. This scope may include rolling and laying out sod, painting and work on the infield. RPD will have operations staff on site for the volunteer day in order to oversee the project. Final acceptance of the work performed by volunteers will be subject to RPD approval.

6. **Insurance**

a. O.C. Jones shall procure and keep in effect at all times during the Field Renovation, at O.C. Jones's expense, and cause its contractors and subcontractors to maintain, at all times during any construction activities in the Park, insurance in the following amounts and coverages during the full term of this Agreement:

- 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.

b. Commercial General Liability and Commercial Automobile Liability Insurance policies must be endorsed to name as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees and to provide 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, Contractor hereby agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor 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 Contractor, its employees, agents and subcontractors.

d. Before commencing any operations under this Agreement, Contractor 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. Compliance with the provisions of this Section 5 shall in no way relieve or decrease the indemnification obligations under this Agreement or any of the other obligations hereunder.

7. **Indemnification.** To the fullest extent permitted by law, O.C. Jones shall indemnify and save harmless City and its officers, agents and employees from, and, if requested, shall defend them against any and all loss, cost, damage, injury, liability, and claims thereof for injury to or death of a person, including employees of O.C. Jones or loss of or damage to property, arising directly or indirectly from O.C. Jones's performance of this Agreement, including, but not limited to, O.C. Jones's use of facilities or equipment provided by City or others, regardless of the negligence of, and regardless of whether liability without fault is imposed or sought to be imposed on City, except to the extent that such indemnity is void or otherwise unenforceable under applicable law in effect on or validly retroactive to the date of this Agreement, and except where such loss, damage, injury, liability or claim is the result of the active negligence or willful misconduct of City and is not contributed to by any act of, or by any omission to perform some duty imposed by law or agreement on O.C. Jones, its subcontractors or either's agent or employee. The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, consultants and experts and related costs and City's costs of investigating any claims against the City. O.C. Jones shall indemnify and hold City harmless from all loss and liability, including attorneys' fees, court costs and all other litigation expenses for any infringement of the patent rights, copyright, trade secret or any other proprietary right or trademark, and all other intellectual property claims of any person or persons in consequence of the use by City, or any of its officers or agents, of articles or services to be supplied in the performance of this Agreement.

To the fullest extent permitted by the laws of the State of California, O.C. Jones hereby forever waives, relinquishes, defends, discharges and holds harmless the City, its commissioners, officers, employees, agents and volunteers, from any and all claims of every nature whatsoever, which either of them may have at any time against the City, its commissioners, officers, employees, agents and volunteers, including without limitation claims for personal injury or property damage sustained or incurred by O.C. Jones or any person claiming by, through or under O.C. Jones, relating directly or indirectly to O.C. Jones's work to refurbish the Field.

The obligations set forth in this section shall survive termination of this Agreement.

7. **Public Relations.** RPD, TLC and O.C. Jones 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, O.C. Jones or TLC in reference to the Project shall include a recommendation to contact the other Party. Neither O.C. Jones, TLC 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 TLC 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 10 below. All media contacts to TLC will be directed to Ryan Crawford at the address provided for in

Section 10 below. All media contacts to O.C. Jones will be directed to Kelly Kolander at the address provided for TLC in Section 10 below.

At a time and in a format to be determined by the Parties after RPD has issued an Acceptance Letter as set forth below, RPD, O.C. Jones and TLC will hold a joint public ribbon cutting ceremony. At any such event, the Parties shall participate on an equal basis. If RPD or TLC holds any other event solely or largely dedicated to the Project such as a volunteer event, the Parties shall 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, O.C. Jones and TLC.

Nothing in this Agreement shall prohibit O.C. Jones, TLC or RPD from discussing this Agreement in response to inquiries from the public or the press

8. **Final Acceptance.** Upon notice from O.C Jones Inc. that (a) the improvements undertaken by O.C Jones Inc are complete in accordance with the approved scope of work attached as Exhibit A, and (b) O.C Jones Inc has obtained all necessary regulatory approvals, and upon submission to the City of the waivers and releases from all contractors and sub contractors and assignments required under this Agreement, RPD shall, within 3 days of such notice, perform a final inspection of the Property. Upon RPD's inspection and decision to accept the improvements, RPD will, no later than seven (7) days from such decision to accept the work, prepare a letter of final acceptance (the "Acceptance Letter") addressed to O.C Jones Inc . Upon receipt of the Acceptance Letter, O.C Jones Inc shall immediately remove all of its property including but not limited to tools, equipment and debris from the Property and shall repair, at O.C Jones Inc cost; any damage to the Property caused by such removal or caused by O.C Jones Inc construction activities on the Property as permitted hereunder, and shall with the exception of the land underneath the improvements and subject to the scope of work restore the Property to its condition prior to construction of the improvements undertaken by O.C Jones Inc. Prior to delivery of the Acceptance Letter to O.C Jones Inc , the improvements shall not be open to the public.
9. **Termination.** The Department may terminate this Agreement and the Field Renovation to be performed by O.C. Jones or any other entity associated with the Grant or the Field Renovation project for any reason and without cause, upon not less than seven (7) days written notice to O.C. Jones.

**10. Contacts/Notices:**

SF Recreation and Park Department: Partnerships Division, McLaren Lodge in Golden Gate Park, 501 Stanyan Street San Francisco, CA 94117

O.C. Jones	SF RECREATION AND PARK DEPARTMENT	TLCfor Kids Sports
<p>Kelly Kolander President and CEO O.C.Jones and Sons Inc. 1520 4<sup>th</sup> Street Berkeley, CA 94710</p>	<p>Philip A. Ginsburg, General Manager SF Recreation &amp; Park Dep't 501 Stanyan Street San Francisco, CA 94117</p>	<p>Ryan Crawford TLC Sports for Kids 1520 4<sup>th</sup> Street Berkeley, CA 94710</p>
	<p><u>with a copy to:</u> Julia Friedlander 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> <p>and</p> <p>Sarah Ballard Director of Policy and Public Affairs SF Recreation &amp; Park Dep't 501 Stanyan Street San Francisco, CA 94117</p>	

**11. Miscellaneous.**

- a. This Agreement may be amended or modified only in writing signed by O.C. Jones, and the Department.
- 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 performance of the Field Renovation 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.
- e. This Agreement is for the benefit of the City only and there are no third party beneficiaries.

*KAI JOSE PUSAN*

Approvals:

*Kolander* \_\_\_\_\_ *3/31/14*

*Phil Ginsburg* \_\_\_\_\_ *4/1/14*

*file* → Kelly Kolander      Date  
 President and CEO  
 O.C.Jones and Sons Inc.  
 1520 4<sup>th</sup> Street  
 Berkeley, CA 94710

*Phil Ginsburg*      Date  
 General Manager  
 Recreation and Park Department  
 501 Stanyan Street  
 San Francisco, CA 94117

Attachments:

- Exhibit A: Approved Scope of Work
- Exhibit B: Insurance Documents

## **Exhibit A: Approved Scope of Work**





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

## **Herz Playground Baseball Diamond Improvements**

Scope of Work  
03.11.14

1. Clear & Grub portion of outfield grass within new outfield fence limit.
2. Survey and provide Construction Staking.
3. Laser grade outfield and compact.
4. Form & pour new 18" wide concrete mow band along outfield fence.
5. Form & pour (2) new concrete dugout floors (30'x6') 4" thick enclosed with new 10' high black vinyl fence.
6. Form & pour 6' wide sidewalk from playground to spectator area.
7. Furnish & install 4' black vinyl clad fencing in outfield.
8. Furnish & install 10' black vinyl clad fencing along dugouts and 3<sup>rd</sup> base foul line.
9. Remove backstop fabric and replace with black vinyl clad fabric.
10. Furnish & install 4' high x 12' double swing gates in left field.
11. Furnish & install 4' high access gate in right field.
12. Install and laser grade infield fines.
13. Furnish & install base, pitching rubber and home plate.
14. Install outfield turf/ sod from infield to new 4' fence.
15. Repair irrigation as needed.
16. Furnish & install new benches, bat racks in dugouts.
17. Replace and paint broken backstop boards.
18. Furnish & install new score board.
19. Furnish & install new flag pole.

## **Exhibit B: Insurance Documents**



# CERTIFICATE OF LIABILITY INSURANCE

OP ID: JW1

DATE(MM/DD/YYYY)

03/31/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

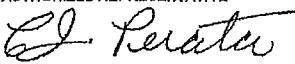
<b>PRODUCER</b> James C Jenkins Ins Srvs Concd License No. 0545478 P.O. Box 5668 Concord, CA 94524 Curt Perata		Phone: 925-798-3334 Fax: 925-609-5381	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: PRODUCER CUSTOMER ID.#: <b>OCJON-1</b>
<b>INSURED</b> O.C. Jones & Sons, Inc. Lisa Larratt 1520 Fourth Street Berkeley, CA 94710		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: <b>National Union Fire Ins Co PA</b> NAIC # <b>19445</b> INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL/ SUBR INSR WVO	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS			
A	GENERAL LIABILITY	X	GL5094637	04/01/2014	04/01/2015	EACH OCCURRENCE	\$ 1,000,000		
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000		
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person)	\$ 25,000		
	<input checked="" type="checkbox"/> Genl Agg per endt					PERSONAL & ADV INJURY	\$ 1,000,000		
GEN'L AGGREGATE LIMIT APPLIES PER:			XCU & CONTRACTUAL INC \$10,000,000			GENERAL AGGREGATE	\$ 2,000,000		
<input type="checkbox"/> POLICY	<input checked="" type="checkbox"/> PRO-JECT	<input type="checkbox"/> LOC		PRODUCTS - COMP/OP AGG	\$ 2,000,000				
A	AUTOMOBILE LIABILITY	X	CA5196394	04/01/2014	04/01/2015	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000		
	<input checked="" type="checkbox"/> ANY AUTO					BODILY INJURY (Per person)	\$		
	<input type="checkbox"/> ALL OWNED AUTOS					BODILY INJURY (Per accident)	\$		
	<input type="checkbox"/> SCHEDULED AUTOS					PROPERTY DAMAGE (Per accident)	\$		
<input checked="" type="checkbox"/> HIRED AUTOS									
<input checked="" type="checkbox"/> NON-OWNED AUTOS									
A	UMBRELLA LIAB						EACH OCCURRENCE	\$	
	EXCESS LIAB						CLAIMS-MADE	AGGREGATE	\$
	DEDUCTIBLE								\$
	RETENTION \$								\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	N/A	X	WC033575541	04/01/2014	04/01/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	<input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)								
	E.L. EACH ACCIDENT							\$ 1,000,000	
	E.L. DISEASE - EA EMPLOYEE							\$ 1,000,000	
If yes, describe under DESCRIPTION OF OPERATIONS below								E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 RE: TLC project Herz Playfield in San Francisco.  
 The City and County of San Francisco, its officers, employees and agents are Additional Insureds with respect to General and Auto Liability; Waiver of Subrogation applies to Workers' Compensation; as per the attached endorsements.

<b>CERTIFICATE HOLDER</b>  SANFR 3  City & County of San Francisco Recreation and Park Department Attn: Cindy Shamean 501 Stanyan Street San Francisco, CA 94117	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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POLICY NUMBER: **GL5094637**

COMMERCIAL GENERAL LIABILITY  
CG 20 10 07 04

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED - OWNERS, LESSEES OR  
CONTRACTORS - SCHEDULED PERSON OR  
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
<b>Any Person or Organization contractually requiring status as an Additional Insured for ongoing operations you perform for them</b>	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR  
CONTRACTORS - COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
<b>As Required by written contract</b>	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location

designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard."

ENDORSEMENT

This endorsement, effective 12:01 A.M. 04/01/2014 forms a part of

policy No. **CA5196394** issued to **O. C. Jones & Sons, Inc**

by **National Union Fire Insurance Company of PA**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - WHERE REQUIRED UNDER CONTRACT OR AGREEMENT**

*This endorsement modifies insurance provided under the following:*

BUSINESS AUTO COVERAGE FORM

SCHEDULE

ADDITIONAL INSURED:

**Any person or organization for whom you are contractually bound to provide Additional Insured status but only to the extent of such person or organizations liability arising out of the use of a covered "auto"**

I. SECTION II - LIABILITY COVERAGE, A. Coverage, 1. - Who Is Insured, is amended to add:

d. Any person or organization, shown in the schedule above, to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of use of a covered "auto". However, the insurance provided will not exceed the lesser of:

- (1) The coverage and/or limits of this policy, or
- (2) The coverage and/or limits required by said contract or agreement.

Authorized Representative or  
Countersignature (in States Where  
Applicable)

**BLANKET WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy).

This endorsement, effective 12:01 AM 04/01/2014 forms a part of Policy No. **WC033575541**

Issued to **O.C. Jones & Sons, Inc**

By **National Union Fire Ins Co of PA**

We have a right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against any person or organization with whom you have a written contract that requires you to obtain this agreement from us, as regards any work you perform for such person or organization.

The additional premium for this endorsement shall be \_\_\_\_\_ % of the total estimated workers compensation premium for this policy.

**RECREATION AND PARK COMMISSION**

**City and County of San Francisco**

**Resolution No. 1403-007**

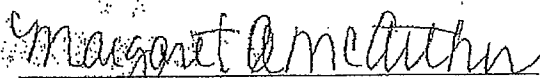
**HERZ PLAYGROUND**

**RESOLVED**, That this Commission does: 1) authorize staff to enter into a grant agreement between O.C. Jones & Sons Inc. and the San Francisco Recreation and Parks Department for the delivery of goods and services with an estimated value of approximately \$250,000 to improve the baseball diamond at Herz Playground on terms consistent with the Department's other in-kind grant agreements, and 2) recommend that the Board of Supervisors accept the in-kind grant.

Adopted by the following vote:

Ayes	4
Noes	0
Absent	2

I hereby certify that the foregoing resolution  
was adopted at the Recreation and Park  
Commission meeting held on March 20, 2014



Margaret A. McArthur, Commission Liaison



Print Form

# 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. Reactivate File No. [ ]
- 10. 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 Form.**

**Sponsor(s):**

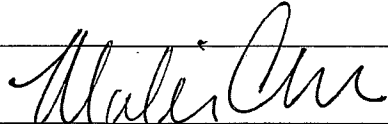
Cohen

**Subject:**

Accept and Expend Grant – TLC for Kids Sports/O.C. Jones and Sons, Inc. - \$248,000.00

**The text is listed below or attached:**

Attached

Signature of Sponsoring Supervisor: 

For Clerk's Use Only:

1410440

