

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER 23GOB036	PURCHASING AUTHORITY NUMBER (If Applicable) GO-Biz-0509
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1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME
Governor's Office of Business and Economic Development

CONTRACTOR NAME
City and County of San Francisco, Recreation and Parks Department

2. The term of this Agreement is:

START DATE
January 1, 2024

THROUGH END DATE
December 31, 2026

3. The maximum amount of this Agreement is:

\$2,000,000.00 Two Million Dollars and Zero Cents

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibits	Title	Pages
Exhibit A	Scope of Work	4
Exhibit B	Budget Detail and Payment Provisions	1
Exhibit C *	General Terms and Conditions	GTC 04/2017

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

City and County of San Francisco, Recreation and Parks Department

CONTRACTOR BUSINESS ADDRESS 501 Stanyan Street	CITY San Francisco	STATE CA	ZIP 94117
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PRINTED NAME OF PERSON SIGNING Philip A. Ginsburg	TITLE <i>General Manager</i>
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CONTRACTOR AUTHORIZED SIGNATURE 	DATE SIGNED <i>3/13/24</i>
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STATE OF CALIFORNIA

CONTRACTING AGENCY NAME
Governor's Office of Business and Economic Development

CONTRACTING AGENCY ADDRESS 1325 J Street, Suite 1800	CITY Sacramento	STATE CA	ZIP 95814
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PRINTED NAME OF PERSON SIGNING James Teahan	TITLE Administrative Chief
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CONTRACTING AGENCY AUTHORIZED SIGNATURE James Teahan Digitally signed by James Teahan Date: 2024.03.13 14:07:40 -07'00'	DATE SIGNED 3/13/24
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CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL	EXEMPTION (If Applicable)
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Governor's Office of Business and Economic Development

Exhibit A

Scope of Work

This Governor's Office of Business and Economic Development Agreement is entered into by and between **City and County of San Francisco** (hereinafter "Contractor") and the **California Governor's Office of Business and Economic Development** (hereinafter, "State" or "GO-Biz"), hereafter jointly referred to as the "parties" or individually as the "party."

State funds will be allocated to San Francisco Recreation and Parks Department to revitalize Union Square, per Senate Bill 104. The term of this Agreement is January 1, 2024 – December 31, 2026.

Background

The San Francisco Recreation and Park Department oversees a complex park system containing over 220 parks, 32 recreation centers, 9 pools, and recreational, cultural, and artistic programs that serve thousands of people each year. Through that work, the Department has developed a robust city-wide network of community members and park advocates who work with RPD to create and renovate parks that solve social problems and enhance community resilience. The SFRPD Capital & Planning Division, established in 2000, has overseen four capital bond programs valued at \$670M that supported the construction, rehabilitation, or renovation of many recreation centers, pools, playgrounds, and parks. The division is supported by a Capital Finance team that oversees all financial transactions for the division. The Capital Division works closely with the City and County of San Francisco Controller's Office and the San Francisco Board of Supervisors to appropriate funding to support grant-funded projects and conducts internal audits to assure all grant expenditures are documented. The Capital Division also has worked extensively with non-profit partners on project fundraising, community planning, and park development.

Union Square is located in the heart of San Francisco's downtown and serves as a venue for many public events. The area is a tourist destination due to its high-end shops; department stores and hotels as well as its restaurants and art galleries. The Union Square District is within San Francisco's economic core that is responsible for almost 70% of San Francisco's jobs and holds 42% of the city's small businesses. Prior to the COVID-19 pandemic, the core produced 47% of the City's sales tax, significant portion of the City's transfer tax and the majority of the City's gross receipts tax.

The Union Square District has experienced some of the largest and most sustained losses of foot traffic and economic activity - creating a significant threat to the viability of customer-facing businesses located within this area. The City has prioritized the revitalization of Union Square because improvements to this iconic park can help boost economic activity for the entire area.

Within Union Square are two café buildings that provide amenities for visitors and draw them to the park. However, the existing food preparation equipment at the cafes does not support the cooking and preparation of fresh food on the premises. In addition, the café finishes are deteriorated and dated. These conditions have made it difficult for multiple café operators to attract enough patrons to be

successful. As a result, the spaces have been frequently vacant since 2019 when the tenant went into default. There is a new operator in the spaces, but they are also constrained by these limitations.

Objectives

The Union Square Park Revitalization “Project” proposes to upgrade the interior kitchens, serving areas and public spaces of two café buildings located at Union Square Park. Proposed improvements focus primarily on the commercial kitchens and include the installation of cooking hoods, ventilation and fire suppression systems that will allow the cafes to produce fresh food for park users to enjoy in this unique setting. Secondary improvements to the building’s façade, fixtures, lighting will also be evaluated to determine how to improve aesthetics and functionality of these existing structures. Final scope of improvements will be confirmed upon completion of cost estimating.

The new amenities will greatly improve the dining and overall public experience at Union Square Plaza. Grant funds will initially be used to deliver design services for the improvements and develop a cost estimate based on the conceptual design. Then, grant funds will be used to fund Implementation of the improvements.

In addition, a small portion of the funds will be used for equipment to facilitate activation during project development and contraction. These funds will be administered through a partner City agency – Office of Economic Workforce & Development.

Preliminary Project Scope and Timeline

Task	Start and End Date	Responsible Party	Deliverables	Estimated Cost
Develop Contract with State	Feb - March 2024	State of CA	Contract	N/A
Secure RPD Project Manager	Feb - 24	Recreation and Parks	Project Manager proposal	\$100,000 (\$45,000 Direct, \$55,000 Indirect)
Secure Funding Approval	March - April 2024	Recreation and Park Commission & Board of Supervisors	Obtain approval to start funding work (RPC & BOS Resolutions, Controller Appropriation)	In-kind
Secure Design Lead & Team	Feb – April 2024*	Public Works or External Consultant	Design services proposal	\$300,000 (\$165,000 Direct, \$135,000 Indirect)
Project design, develop cost estimate	May – Sept 2024		60%, 90% 100% Design	
Deliver Elements for Immediate Activation	Late Spring/Summer 2024	OEWD	Delivery and Installation of Activation Equipment	\$50,000

Environmental Review	1 month concurrent w design	San Francisco City Planning	Categorical Exemption Issued	\$10,000
Prep Bid Packet, Advertise, and Award Contract (Working to shorten this duration)	5 Months	SF Public Works		\$40,000 (\$26,000 Direct, \$14,000 Indirect)
Permits	1 - 2 months concurrent with bid/award	Consultant/Public Works	Building Permit or Exemption	\$20,000 (\$13,000 Direct, \$7,000 Indirect)
Construction Management	at Construction Start	SF Public Works or External Consultant		\$160,000 (\$104,000 Direct, \$56,000 Indirect)
Construction Start	Once permitting & contracting complete	Construction Contractor	Notice to Proceed	\$1,075,000
Contingency				\$245,000
Construction Complete***	Can be phased; Approx 6 months	Construction Contractor	Notice of Substantial or Final Completion	\$1,320,000
Grant Reporting	Quarterly/Bi-annual	Recreation and Park Department - Capital	Annual Progress Reports.	In-kind
Total				\$2,000,000

Estimated \$1,733,000 Direct Costs, \$267,000 Indirect Costs

*If needed, external consultant will require time for contracting and Civil Service Commission approval.

**Target design budget based upon preliminary scope.

***Final construction schedule dependent upon final scope.

In Addition:

1. This Agreement may be amended, and term extended by written mutual consent of the State and Contractor. No alteration of or variation from the terms of this Agreement shall be valid unless made in writing and signed by both parties of this Agreement.
2. This Agreement contains all the terms and conditions agreed to by all parties. No other understanding, oral or otherwise, regarding the subject matter of this Agreement, shall be deemed to exist or to bind any of the parties hereto.
3. The State may proceed in any manner it deems proper subject to Contractor's consent and consistent with original design. Furthermore, the State will notify the Contractor 72 hours in advance of accessing the site.

3. Either party may terminate this Agreement upon sixty (60) days written notice to the other party.

4. The Contractor, from the date of the agreement, for the next three years, shall provide the Governor’s Office of Business and Economic Development a yearly report. This report shall include expenditures, services provided, and the positive economic outcomes of these programs.

The project representatives during the term of this agreement will be:

State Agency: Governor’s Office of Business and Economic Development	Contractor: City and County of San Francisco
Name: Jim Teahan, Administrative Chief	Name: Philip A. Ginsburg, General Manager
Address: 1325 J Street, Suite 1800 Sacramento, CA 95814	Address: 501 Stanyan Street San Francisco, CA 94117
Phone: (916) 322-0671	Phone: (415) 831-2700
Email: james.teahan@gobiz.ca.gov	Email: phil.ginsburg@sfgov.org

EXHIBIT B PAYMENT PROVISIONS AND BUDGET DETAILS

Invoicing

For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this agreement.

The invoices shall include the Agreement number and be submitted to:

Governor's Office of Business & Economic Development (GO-Biz)

ATTN: Kendall MacKay

1325 J Street, Suite 1800

Sacramento, CA 95814

Or by email at: GO-Biz.BSU@gobiz.ca.gov

Payment Provisions

Total amount of this Agreement shall not exceed Two Million Dollars and Zero Cents (\$2,000,000.00). This will be a one-time payment within forty-five (45) Days of the date the Agreement is signed by both parties.

Budget Contingency Clause

It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.

If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either: cancel this Agreement with no liability occurring to the State or offer an Agreement Amendment to Contractor to reflect the reduced amount.

Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code, Chapter 4.5 commencing with Section 927.

General Terms and Conditions (GTC 04/2017)

EXHIBIT C

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. ASSIGNMENT: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.
9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).
10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.
12. TIMELINESS: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.
14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.
15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.
 - a. The Government Code Chapter on Antitrust claims contains the following definitions:
 - 1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
 - 2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.
 - b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.
 - c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
 - d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:
 - a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
 - b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.
18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.
19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:
 - a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)
 - b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER: If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)