



Steering Committee Meeting
January 30, 2019 7:00-9:00pm
550 Utah Street

Attendees: Daniel Sheeter, Will Chang, Marissa Alexander, Daniel Belknap, Michael Kerbow, Sheldon Trimble, Dianne Bates, Jean Bogiages, JR Eppler (phone), Steven Solomon(phone)
Absent: Kelli Rudnick (PW), April Ellis, JD Beltran

Meeting Notes

The meeting opened at 7:10.

Introductions

Introductions were made. Marissa Alexander was introduced representing San Francisco Parks Alliance (SFPA). New members Daniel Belcamp (300 Kansas project) and Daniel Sheeter (Rowan Resident, Friends of Franking Square Board Member) will bring their development and government knowledge to the project.

SFPA – Park Partner

Marissa explained how the SFPA first took on Potrero Gateway Park-The Loop (PGPL) as fiscal sponsor for the MOHCD project, and then accepted PGPL as a Parks Partner project after the November application period. As fiscal sponsor, SFPA and Bionic would sign a contract which includes a statement of work and Standard Terms and Conditions (which included indemnification). The project management would be defined in a RACI chart that will be approved by Public Works, PGPL, Bionic and SFPA. Kelli and Jean are working on that chart.

Project Budget

Jean distributed a preliminary attempt at a budget that explained with the income was and what the expenses would be whether Bionic performed the construction documents or the City performed the construction documents (CDs).

Marissa noted that there is a time constraint with the MOHCD money. If Bionic is monitoring the CDs and the construction, there is a finite time that work must be completed after the MOHCD contract is signed.

Bionics Issue with the Cities Indemnification Requirements

We have two documents: The Statement of Work and the Standard Terms and Conditions (STC). The STC contains the indemnification clause. Bionic feels that the Cities indemnification requires the designer to assume risk levels that are appropriate for construction work, not design work. They refer to CA Civic code Section [2282.8](#), adopted in January 2018. Bionic tells us that their insurance company will not cover the level of indemnification the City requires and proposed a different indemnification version.

Two Ways of Proceeding

The Statement of Work document written by Bionic and Public Works (Kelli) proposes two way so of proceeding. One way includes CDs the other does not.

In the meeting discussion the following concerns /suggestions were raised:



- Bionic has worked with us since they won the neighborhood RFP in 2012. Their Pro-bono efforts exceeded what they were paid for. (They were paid for the Conceptual Design work with the neighborhood but did a lot more to help us obtain funding). They should benefit from the project. We are excited by their artistic design vision.
- If Bionic completed the CDs they would have more control of the design elements in the project. Would they lose control of the design if the City did the CDs?
- SFPA lawyers are trying to determine which city agency to work with to come up with the STC part of the contract not containing CDs that Bionic can sign. This may be the only way to go.
- There may be an advantage having the City complete the CDs because they have experience working with Caltrans and City regulations.
- The legal team (SFPA + MOHCD/PW) need to determine if maintaining the CDs as an option or removing the CDs entirely will resolve the indemnification issue. It seems like the City won't modify its indemnification requirements for our project.
- To resolve the insurance issue, Bionic could go into a joint venture with a larger firm that would provide the necessary insurance to meet the indemnification requirements.

What Next?

The group consensus was that Jean should let Bionic know that

- SFPA legal team is trying to determine if maintaining the CDs as an option or removing the CDs entirely will resolve the indemnification issue.
- The Statement of Work will include the option of Bionic completing CDs, dependent on the SFPA legal team being able to provide a modified indemnification.

Marissa distributed an invitation to an SFPA March 2 [Parks Partner Conference](#)

The meeting was ended at 9:00pm.

Notes Submitted by Jean Bogiages