

450-2092019-002

Agenda Item **No. 8(a)**
Meeting of May 7, 2019

INFORMATIONAL MEMORANDUM

TO: Community Investment and Infrastructure Commissioners

FROM: Nadia Sesay, Executive Director

SUBJECT: Notice of intent to issue a Request for Proposals for parks and streetscapes maintenance and property management services at Hunters Point Shipyard Phase 1; Hunters Point Shipyard Project Area

EXECUTIVE SUMMARY

The first parts of the Hunters Point Shipyard Phase 1 (“Shipyard Phase 1”) parks and open space system are nearly ready for OCII to commence operations and maintenance. The master developer has constructed, and is preparing to request that the Office of Community Investment and Infrastructure (“OCII”) and the City of San Francisco approve and accept: (1) approximately 17 acres of a planned 26-acre parks and open space system; (2) approximately 4,800 linear feet of a planned 17,100 linear feet of streetscapes; and (3) the Hunters Point Shipyard Site Office Building (together, the “RFP Facilities”). The operations and maintenance of the RFP Facilities will be funded by revenues from Community Facilities District No. 8 (“CFD 8”), a public revenue district created in 2008 for that purpose.

In order to commence operations and maintenance of the RFP Facilities, OCII must enter a contract (the “Contract”) with an entity that will provide operations, maintenance and property management services (the “Contractor”). To identify that Contractor, OCII staff intend to issue a Request for Proposals (the “RFP”). The RFP is attached as **Attachment 3**.

If multiple proposals are submitted, OCII staff will conduct a selection process in collaboration with community representatives from the Hunters Point Shipyard Citizens Advisory Committee (“CAC”) and staff of the Shipyard Phase 1 developer that are familiar with the RFP facilities. OCII staff anticipate advising the Hunters Point Shipyard Citizens Advisory Committee of a recommended Contractor in Fall 2019, and requesting OCII Commission approval of a Contract in Fall 2019.

London N. Breed
MAYOR

Nadia Sesay
EXECUTIVE DIRECTOR

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CHAIR

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DISCUSSION

Hunters Point Shipyard Phase 1

Shipyard Phase 1 is a neighborhood being developed pursuant to the Hunters Point Shipyard Redevelopment Plan and the Hunters Point Shipyard Phase 1 Disposition and Development Agreement. It is now partly complete. 439 homes have been completed, of which 99 are below-market-rate homes, and another 66 homes are under construction. When complete, Shipyard Phase 1 will include 1,428 homes, of which 417 will be below-market-rate homes.

Shipyard Phase 1 Parks and Streetscapes

When complete, Shipyard Phase 1 will feature eight acres of new public parks and 18 acres of new public open spaces (passive natural areas without active recreational facilities). A map of all planned parks in Shipyard Phase 1 is provided in **Attachment 1**.

Shipyard Phase 1 will also feature approximately 17,100 linear feet of streetscapes (sidewalks, sidewalk furniture and sidewalk plantings).

The former San Francisco Redevelopment Agency Commission ("SFRA Commission") and the Commission on Community Investment and Infrastructure ("OCII Commission") has reviewed and approved plans and schematic designs for all of the planned parks and streetscapes in Shipyard Phase 1. These approvals included:

- On January 16, 2007: approval of the **Hunters Point Shipyard Phase 1 Open Space & Streetscape Master Plan** (SFRA Commission Resolution No. 6-2007);
- On October 2, 2007: approval of the **Hunters Point Shipyard Phase 1 Open Space Schematic Design** (SFRA Commission Resolution No. 111-2007);
- On January 18, 2011: approval of the **Hunters Point Shipyard Pocket Parks Schematic Design** (SFRA Commission Resolution No. 3-2011); and
- On January 19, 2016: approval of the **Hunters Point Shipyard Phase 1 Open Space & Streetscape Master Plan Amendment** (OCII Commission Resolution No. 3-2016).

The Request for Proposals

The RFP Facilities are listed below. Their locations are shown in **Attachment 2**.

- Hillpoint Park
- Innes Court Park
- Pocket Park 15
- Pocket Park 16
- Approximately 4,800 linear feet of streetscapes (sidewalks, plantings and street furniture)
- Site Office Building and the adjacent storehouse plaza (451 Galvez Avenue)
- Hilltop Open Space

The RFP will request Proposals to perform the following services (the “RFP Services”):

- **Property management and administration** including coordinating all of the RFP Services; submitting budgets and reports to OCII; managing utility payments; responding to requests for service; and coordinating permits for public use of the RFP facilities.
- **Park, open space and streetscape maintenance** including trash removal, landscape and equipment maintenance, and pest management.
- **Janitorial service and building systems maintenance** for the Site Office Building.

Contract Term

The proposed contract term is three years, with an option to extend for one additional three year term at OCII's discretion, for a total term not to exceed six years.

Workforce and Contracting Goals

The RFP Services are subject to the OCII Bayview Hunters Point Employment and Contracting Policy and the OCII Small Business Enterprise Policy. These policies establish goals for local workforce participation and Small Business Enterprise participation, including:

- **Local workforce participation:** A goal of 50% of total hours of employment worked by local residents, with first consideration to Bayview-Hunters Point residents (individuals residing in ZIP codes 94124, 94134, and 94107).
- **Local Small Business Enterprise participation:** A goal of fifty percent (50%) of contract dollars awarded to local Small Business Enterprises (SBEs), with first consideration to Bayview-Hunters Point SBEs (businesses located in ZIP codes 94124, 94134, and 94107).

Community Facilities District No. 8

The SFRA Commission established Community Facilities District No. 8 (“CFD 8”) in September 2008 to fund the operations and maintenance of the Shipyard Phase 1 parks, open spaces and streetscapes. CFD 8 is funded by property assessments in Shipyard Phase 1. The RFP Services, which are permitted uses for the CFD 8 revenues, will be funded by CFD 8.

The Previous Request for Proposals

OCII released a previous RFP for these services in Fall 2017. Two proposals were submitted. The first proposal omitted property management services, an important element of the RFP Services. The second proposal was received after the deadline. Neither proposal was selected. Based on review of the initial RFP and proposals, OCII staff have revised the current RFP in several ways, including:

- More weight in evaluating proposals has been assigned to Small Business Enterprise participation and local workforce hiring goals. Previously, these two criteria were combined and assigned 15 points out of 100. They are now separated and assigned a total of 25 points out of 100: 15 points based on SBE participation, and 10 points based on local workforce hiring goals.

- The RFP Facilities have been reduced. They now include only facilities whose construction is complete, and which can be physically inspected. This provides more certainty for potential bidders about the services required, and reduces the work and complexity of submitting a proposal. Facilities that are completed in the future may still be added to the Contract at that time, at OCII's discretion.
- Some administrative tasks that OCII staff now expect will not be needed have been removed from the RFP Services. This reduces the complexity of the contract, making this opportunity available to a larger pool of businesses.

Hunters Point Shipyard Citizens Advisory Committee

OCII staff have presented a summary of the RFP and solicited feedback from Hunters Point Shipyard Citizens Advisory Committee (the "CAC"). Staff presented to the CAC Business and Employment Subcommittee on March 21, 2019 and to the full CAC on April 8, 2019. CAC members reaffirmed previous feedback emphasizing the importance of OCII's SBE participation and local workforce participation goals. Although the presentations were informational and did not require CAC action, CAC members expressed support for the RFP.

NEXT STEPS

- **Outreach:** OCII staff will order advertisements in print publications including the San Francisco Bay View, the Small Business Exchange and the Sun Reporter. Staff will notify local Small Business Enterprises registered with either OCII or the City; contractors that responded to the initial RFP; and other potential contractors identified by staff. Staff will place online notices on OCII's website and the City's bids and contracts website.
- **RFP Release:** OCII staff plan to issue the RFP on May 8th, 2019.
- **Pre-submittal meeting:** OCII staff will hold a **mandatory** pre-submittal meeting for potential bidders at the Hunters Point Shipyard Site Office (451 Galvez Avenue, San Francisco, CA 94124) at 10:00 a.m. on June 12th, 2019.
- **Proposal deadline:** Proposals will be due on July 10th, 2019.
- **Advise Citizens Advisory Committee:** OCII staff anticipate advising the Hunters Point Shipyard Citizens Advisory Committee ("CAC") of the recommended contracting team in Fall 2019.
- **OCII Commission review of proposed contract:** OCII staff anticipate advising the OCII Commission of the recommended contracting team and requesting Commission approval of the Contract in Fall 2019.

CALIFORNIA ENVIRONMENTAL QUALITY ACT

The services to be provided under a contract based on this Request for Proposals are categorically exempt from environmental review pursuant to Section 15301 of the California Environmental Quality Act, because they consist of the operation, maintenance and repair of existing facilities and structures and do not expand an existing use.

(Originated by Jonathan Plowman, Development Specialist)



Nadia Sesay
Executive Director

Attachment 1: Hunters Point Shipyard Phase 1 Parks Map

Attachment 2: RFP Facilities

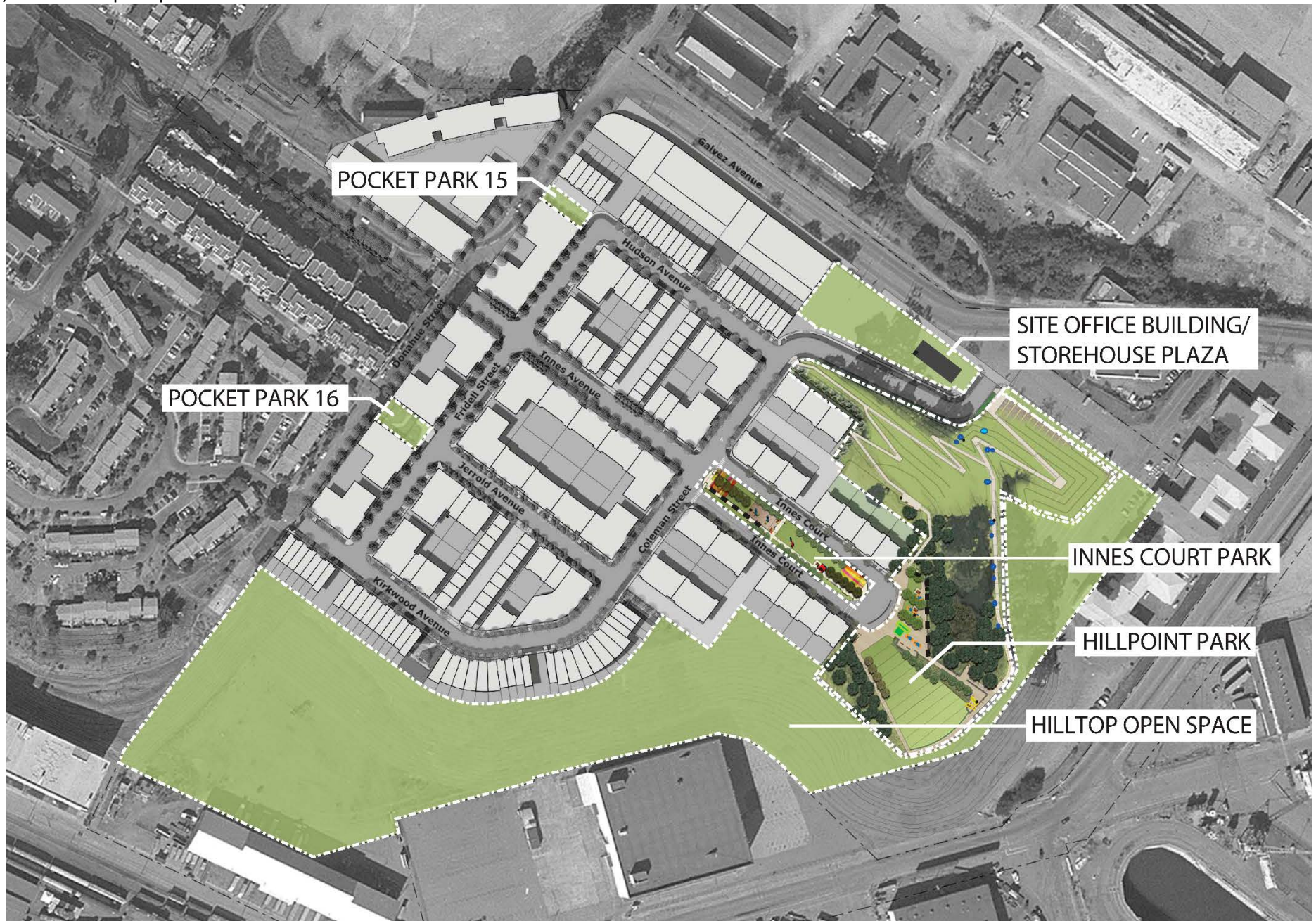
Attachment 3: Parks Maintenance and Property Management RFP

Attachment 1: Hunters Point Shipyard Phase 1 Parks Map

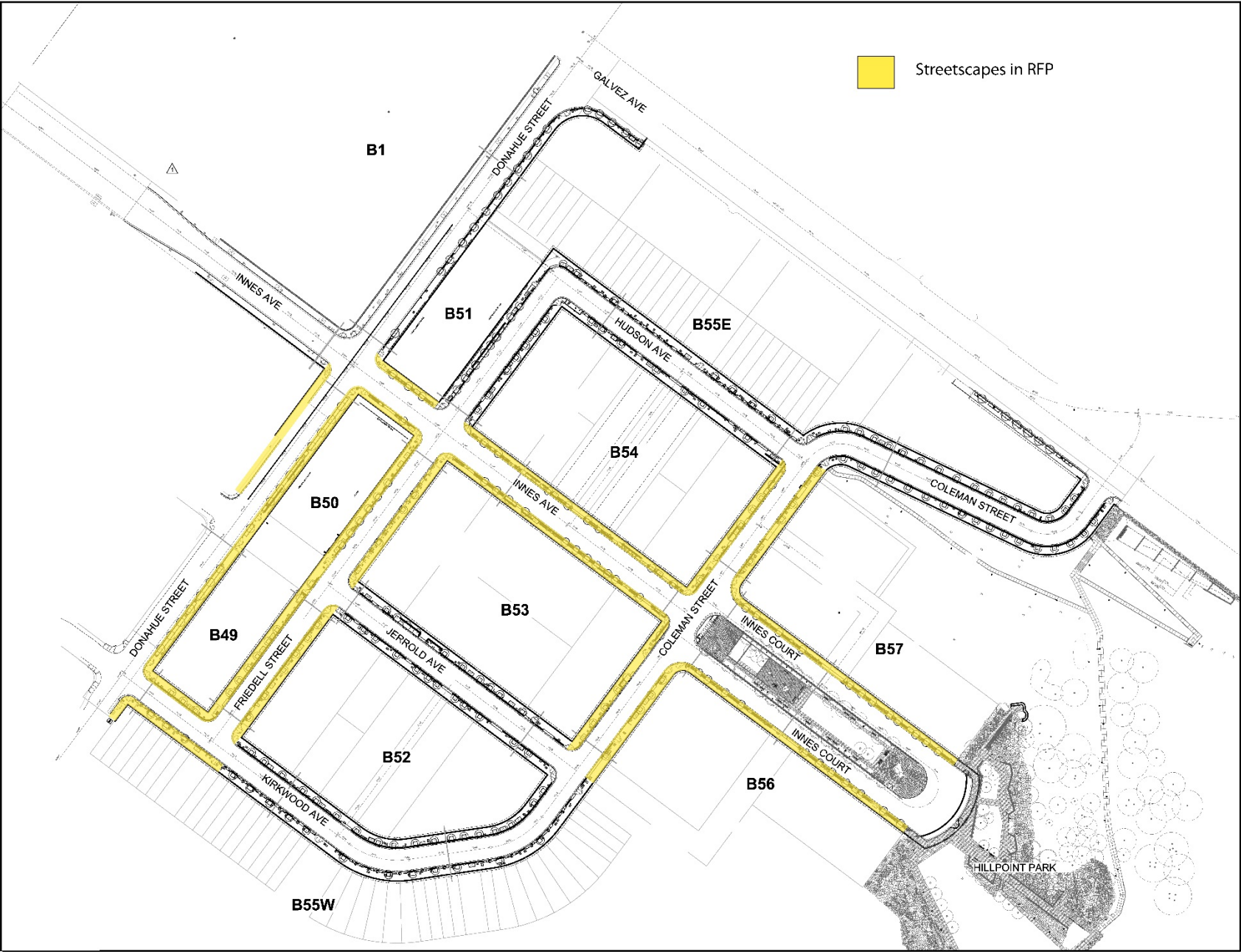


Attachment 2: RFP Facilities

(A) Parks and Open Spaces



Attachment 2: RFP Facilities
(B) Streetscapes





**OFFICE OF COMMUNITY INVESTMENT
AND INFRASTRUCTURE**

Request for Proposals

**Hunters Point Shipyard Phase 1
Parks Maintenance and Property Management**

**RFP Available
May 8th, 2019**

**Deadline for Submittal
July 10th, 2019**

**Issued by:
Office of Community Investment and Infrastructure
1 South Van Ness Avenue, Fifth Floor
San Francisco, CA 94103**

**Contact: Jonathan Plowman
Email: jonathan.plowman@sfgov.org
Phone: 415-749-2577**

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ATTACHMENTS

Attachment 1:	Cost Proposal Form
Attachment 2:	Relevant Experience Form
Attachment 3:	Small Business Enterprise Agreement
Attachment 3a:	Subconsultant Participation Form
Attachment 4:	Declaration of Nondiscrimination in Contracts and Benefits
Attachment 4a:	Instructions for Declaration of Nondiscrimination in Contracts and Benefits
Attachment 5:	Minimum Compensation Policy Declaration
Attachment 6:	Health Care Accountability Policy Declaration
Attachment 7:	Disclosure Questionnaire
Attachment 8:	Statement of Compliance with Agency Policies and Certification of Bidder
Attachment 9:	Bayview Hunters Point Employment and Contracting Policy
Attachment 9a:	DDA Exhibit X-B: Revisions to and Interpretations of the Bayview Hunters Point Employment and Contracting Policy
Attachment 10:	OCII Purchasing Policy
Attachment 11:	Form of Personal Services Contract
Attachment 12:	RFP Registration Form
Attachment 13:	Submittal Checklist Sheet

EXHIBITS

Exhibit 1:	Scope of Services
Exhibit 2:	Facilities
Exhibit 3:	Hillpoint Park and Innes Court Park Plans

Exhibit 4: Pocket Parks 15-16 Plans
Exhibit 5: Storehouse Plaza Plans
Exhibit 6: Site Office Building Plans
Exhibit 7: Hilltop Streetscape Plans
Exhibit 8: Subdrain Plans
Exhibit 9: Slope and Drainage Maintenance Guidelines
Exhibit 10: Public Art Conservation and Maintenance Report
Exhibit 11: BMP Locations and Maintenance Checklist

This RFP and all Attachments and Exhibits are available for download at sfocii.org/rfp

Hunters Point Shipyard Phase 1 Parks Maintenance and Property Management RFP

I. SUMMARY

The Office of Community Investment and Infrastructure (“OCII”) is seeking proposals (“Proposals”) from qualified contracting teams or contractors (“Bidders”) to provide parks and streetscape maintenance, building maintenance, and property management services (the “Work”) for a six-acre public park system, 10 acres of passive open space, 4,800 linear feet of streetscapes, and one 5,000-square-foot building (the “Facilities”).

OCII strongly encourages responses from, and inclusion of, Bayview-Hunters Point Small Business Enterprises (“SBEs”) looking to build capacity and gain experience. Pursuant to the OCII Small Business Enterprise Program, the contract is subject to a goal of 50% of contract dollars to SBEs, with first preference to SBEs based in Bayview-Hunters Point (ZIP codes 94124, 94134, and 94107). Proposals will be evaluated in part on how well they meet this goal, as detailed in **Section VII** below. More information about the SBE Program is provided in **Section IX.A** below and in **Attachment 3: Small Business Enterprise Agreement**.

The contract is subject to a goal of 50% of employment hours worked by residents of Bayview Hunters-Point (ZIP codes 94124, 94134, and 94107). More information about the local hiring goal is provided in **Section VII.B** below and in **Attachment 9: Bayview Hunters Point Employment and Contracting Policy**.

An evaluation panel including OCII staff, community representatives, and other stakeholders will evaluate Proposals based on the selection criteria detailed below in **Section V.B** and conduct interviews. OCII staff will recommend a Bidder (the “Contractor”) for the OCII Commission’s consideration of a Personal Services Contract (the “Contract”).

This opportunity is open to all businesses, both for-profit and non-profit. Bidders are advised that OCII is committed to vigorous equal opportunity employment.

II. IMPORTANT DATES AND SUBMITTAL PROCESS

A. Deadline and Important Dates

Proposals are due by 4:00 p.m., Wednesday, July 10th, 2019.

RFP available at OCII and posted at www.sfocii.org	4:00 p.m., Wednesday, May 8 th , 2019
Mandatory pre-submittal meeting at the Site Office Building (451 Galvez Avenue, San Francisco, CA 94124)	10:00 a.m., Wednesday, June 12 th , 2019

Deadline for questions and requests for additional information	4:00 p.m., Wednesday, June 19 th , 2019
Submittal deadline for Proposals	4:00 p.m., Wednesday, July 10 th , 2019
Bidder interviews	Wednesday, July 24 th , 2019*
OCII Commission consideration	Tuesday, October 15 th , 2019*

* Date subject to change

B. **Pre-Submittal Meeting**

A Pre-Submittal Meeting will be held at the Hunters Point Shipyard Site Office Building, located at 451 Galvez Avenue, San Francisco, CA 94124, on the date and time shown in Section II.A. At the Pre-Submittal Meeting:

- OCII staff will provide an overview of the Work and respond to questions;
- OCII staff will lead a tour of the Facilities for Bidders to assess maintenance needs; and
- Bidders will have the opportunity to meet and consider forming contracting teams to submit Proposals. Among other criteria, Proposals will be evaluated on the participation of SBEs on contracting teams, with first preference to Bayview-Hunters Point SBEs. OCII strongly encourages non-SBE contractors to create joint ventures or similar partnership relationships with Bayview-Hunters Point SBEs in order to meet the goal.

Attendance at the Pre-Submittal Meeting is **mandatory** for all Bidders.

C. **Questions and Requests for Additional Information**

All questions and requests for additional information regarding this RFP must be received in writing by OCII – via mail, e-mail or messenger – on or before the date and time shown in Section II.A. Questions and information requests should be submitted to:

Attn: Jonathan Plowman
Office of Community Investment and Infrastructure (OCII)
1 South Van Ness Avenue, Fifth Floor
San Francisco, CA 94103
Telephone: 415-749-2577
E-Mail: jonathan.plowman@sfgov.org

All addenda, responses and additional information will be distributed to all registered RFP holders. OCII reserves the sole right to determine the timing and content of the response, if any, to all questions and requests for additional information.

D. Registration

Bidders may register for the RFP by completing and submitting **Attachment 12: RFP Registration Form** to the contact in Section II.C above. Although registration is optional, it is strongly recommended because registered Bidders will receive additional information including addenda and responses to written questions, if any. Addenda and other updates to the RFP will also be posted online at <http://www.sfocii.org>.

E. Submittal Format, Place and Contact

Submit **one (1) original and six (6) copies, and one CD or flash drive with a complete electronic copy** of the proposal to:

Attn: Jonathan Plowman
Office of Community Investment and Infrastructure (OCII)
1 South Van Ness Avenue, Fifth Floor
San Francisco, CA 94103
Telephone: 415-749-2577
E-Mail: jonathan.plowman@sfgov.org

III. BACKGROUND

A. The Hunters Point Shipyard Phase 1 project

The Hunters Point Shipyard Phase 1 project (“HPS1”) is a redevelopment project in San Francisco, California located on a portion of the former Hunters Point Naval Shipyard site. When completed, HPS1 will contain 1,428 homes, eight acres of parks, and 18 acres of open space (passive recreational area featuring native habitat, with limited maintenance requirements). To date, approximately 439 homes have been completed.

B. The Facilities

For the purposes of this RFP, Bidders should provide Proposals for the following facilities (together, the “Facilities”):

RFP Facilities

- **Hillpoint Park**, a regional park with a picnic area, a large lawn, an overlook with a panoramic view, and several works of public art. It also includes a large passive open space (hillside with native landscapes) with very low maintenance needs. (2.1 acres active recreation / 2.8 acres passive open space)
- **Innes Court Park**, a neighborhood park with a playground, seating, a lawn, and two works of public art. (0.5 acres)
- **Pocket Parks 15 and 16**, small sub-neighborhood parks with plantings, seating and one work of public art. (0.23 acres total)
- The **Site Office Building**, a public building with the OCII Site Office and a community room. (5,000 square feet)
- The **Hilltop streetscapes**, sidewalk areas in the Hilltop neighborhood, including trees, plantings and street furniture. (4,800 linear feet)
- The **Hilltop Open Space**, a passive open space (hillside with native landscapes) with very low maintenance needs. (10.2 acres)

Exhibit 2 provides a summary of the Facilities. **Exhibit 3** through **Exhibit 8** provide detailed plans of the Facilities. Bidders are required to review the Exhibits and to perform site visits of the Facilities.

Figure 3 below provides photographs of selected Facilities.

C. Additional facilities

Additional facilities will be completed in the future and may be added to the Contract, in OCII’s sole discretion. Within the initial three-year contract term, the following additional facilities are expected to be completed. **Do NOT include these facilities in the Proposal.**

- Galvez Overlook/Coleman Promenade (0.55 acres)
- Pocket Park 9 (0.04 acres)
- Pocket Park 10 (0.07 acres)
- Pocket Park 11 (0.04 acres)
- Pocket Park 12 (0.07 acres)
- Pocket Park 13 (0.06 acres)
- Pocket Park 14 (0.06 acres)

Figure 3: Parks and Streetscapes Images



IV. SCOPE OF SERVICES

The Scope of Services is provided in **Exhibit 1**. OCII expects that this work will require *property management and administration; landscape maintenance; janitorial; and as needed services*, including:

1. **Property Management and Administration**, including coordination of any subcontractors; coordinating utility services; responding to requests for service; providing permits for events; and submitting periodic reports to OCII. *OCII estimates that this section of the Scope will represent a small share of work under the Contract.*
2. **Park and Streetscape Maintenance**, including landscapes, paving, site furnishings, trees and plantings, irrigation systems, public art, subdrains, litter removal and pest management. This includes maintenance of passive natural landscapes with low maintenance requirements (“Open Spaces”). *OCII estimates that this section of the Scope will represent most of the work under the Contract.*
3. **Site Office Building Maintenance**, including janitorial service, inspection and maintenance of the building interior and exterior and building systems. *OCII estimates that this section of the Scope will represent a small share of work under the Contract.*
4. **As Needed Services**, including attendance at public meetings and inspection of constructed Facilities. *OCII estimates that this section of the Scope will represent a small share of work under the Contract.*

The Scope of Services will be incorporated into the Contract, an example of which is shown in **Attachment 11: Form of Personal Services Contract**.

V. TERM, BUDGET AND COMPENSATION

The Contract term will be three years, with one additional three-year extension at OCII’s sole discretion, for a total term not to exceed six years. OCII will have the right to terminate the Contract with or without cause upon proper notice.

As noted in Section VII: Selection Process and Criteria, one criteria for Bidder selection will be the strength of the Cost Proposal. Proposals with lower fees will receive a higher score on that criteria.

OCII will make payments for the Work on the basis of actual work performed, at rates and prices set in the Contract. Bidders shall propose rates and prices in **Attachment 1: Cost Proposal**.

OCII will reimburse the Contractor for utility service payments for the Facilities.

VI. THE CONTRACTING TEAM AND ROLE OF PRIME CONTRACTOR

OCII plans to enter into a single contract for the Scope of Services. The Contractor may be a single business, or a team composed of a primary contractor (the “Prime Contractor”) and several subcontractor(s). If the Contractor is a team, the Contract will be between OCII and the Prime Contractor, and the Prime Contractor will be responsible for all obligations below. If the Contractor is a single business, that Contractor will be responsible for all obligations below.

- Contractor must be able to provide the full Scope of Services.
- The Prime Contractor will be solely responsible for managing any subcontractors to provide the full Scope of Services.
- The Prime Contractor will be responsible for serving as the sole contact for OCII and members of the public for all matters related to the Contract, and may not delegate this responsibility to any subcontractor without OCII’s written approval.
- Contractor must comply with OCII’s requirements for Small Business Enterprise (“SBE”) participation (**Attachment 3**), nondiscrimination in contracts and benefits (**Attachment 4**), minimum compensation (**Attachment 5**), healthcare accountability (**Attachment 6**), and insurance (**Section VII.F**), and any other applicable OCII policies.
- A business may serve as the Prime Contractor for only one Proposal.
- Subcontractors are permitted to participate in multiple Proposals and Bidder teams. Prime Contractors may not restrict subcontractors from participating in multiple Proposals or Bidder teams.
- Pursuant to the OCII SBE Program, there is an SBE participation goal of 50% on this contract, with first preference to Bayview-Hunters Point SBEs (ZIP codes 94124, 94134, and 94107). OCII strongly encourages Bidders to partner with Bayview-Hunters Point-based SBEs looking to build capacity and gain experience. More information about the SBE Program is provided in **Section VII.A** below.
- In alignment with OCII’s Bayview Hunters Point Employment and Contracting Policy, the contract is subject to a local hiring goal of 50% of employment hours to residents of Bayview Hunters-Point (ZIP codes 94124, 94134, and 94107). More information about the local hiring goal is provided in **Section VII.B** below, in **Attachment 9: Bayview Hunters Point Employment and Contracting Policy**, and in **Attachment 9a: Revisions to and Interpretations of BVHP ECP for the Project**.
- Any subcontracts entered into by the Contractor after commencement of the contract must comply with all provisions of OCII’s Purchasing Policy (**Attachment 10**).

VII. SELECTION PROCESS AND CRITERIA

A. Selection Process

- a) Proposals will be accepted until the deadline shown in **Section II**. See **Section II** for the submittal format, location, and OCII contact person. To be considered, Proposals must meet all requirements of Section II, and must include all submittal requirements in Section VI. Bidders may use the Submittal Checklist (**Attachment 13**) as an aid in preparing the Proposal. Please note that the Submittal Checklist is provided only as an aid, and each Bidder is solely responsible for ensuring that Proposals include all information required in Section VI.
- b) OCII staff will evaluate all submittals for completeness and minimum qualifications.
- c) OCII staff will contact references.
- d) An evaluation panel including but not limited to OCII, City staff, representatives of the Mayor's Hunters Point Shipyard Citizens' Advisory Committee, and other Project stakeholders will evaluate Proposals that meet all requirements and may conduct interviews of some selected Bidders. Interviews are scheduled on the date shown in Section II.A. ***This date is subject to change.*** All Bidders should advise OCII staff of availability on this date. Interviews will be held at OCII's offices located at 1 South Van Ness Avenue, 5th floor. This location is subject to change.
- e) OCII may request further written material regarding qualifications or submittals, both before and after interviews.
- f) OCII staff will present the recommended Proposal to the Hunters Point Shipyard Citizens Advisory Committee for their review.
- g) OCII staff will make a recommendation to the OCII Commission.
- h) The OCII Commission, in its sole discretion, may approve a Personal Services Contract between OCII and the Bidder.
- i) In evaluating Bidders, OCII will not consider public statements on matters of public concern that are protected under the First Amendment to the United States Constitution and are unrelated to the contract.

B. Selection Criteria

OCII will not consider any Proposal which does not meet all of the following criteria:

- 1. Ability to comply with OCII policies for small business enterprise participation, nondiscrimination in contracts and benefits, minimum compensation, healthcare accountability, as evidenced by submitting completed copies of:

- **Attachment 3: Small Business Enterprise Agreement,**
 - **Attachment 4: Declaration of Nondiscrimination in Contracts and Benefits,**
 - **Attachment 5: Minimum Compensation Policy Declaration, and**
 - **Attachment 6: Health Care Accountability Policy Declaration.**
2. Ability to satisfy OCII's insurance and indemnification requirements (see Section IX.G below), as evidenced by submitting a completed copy of **Attachment 8: Statement of Compliance with Agency Policies and Certification of Bidder.**

Proposals that meet the requirements above will be evaluated and scored using the following criteria:

Criteria	Maximum points
a) Strength of the Cost Proposal.	20
b) Participation by SBEs on the Bidder team, with first consideration to Bayview-Hunters Point-based SBEs (ZIP codes 94124, 94134, and 94107), second consideration to San Francisco-based SBEs, and third consideration to non-San Francisco-based SBEs.	15
c) Strength of the Bidder's Hiring Plan (see Submittal Requirement A(7) below).	10
d) Strength of the Management and Staffing Structure and Proposed Approach.	15
e) Bidder's qualifications and experience in providing landscape and hardscape maintenance services similar to those required to perform the Work.	15
f) Bidder's qualifications and experience in providing building maintenance and janitorial services similar to those required to perform the Work.	10
g) Bidder's qualifications and experience in providing property management and administrative services similar to those required to perform the Work.	15
Maximum total points	100

VIII. SUBMITTAL REQUIREMENTS

Proposals should be as simple and concise as possible. Proposals must contain all of the following information.

The following items must be completed only once for the contracting team. Do not complete separately for each team member.

- (1) Cover Letter: A letter of no more than two (2) pages which describes the Bidder or Team, the role of each business in the Team, and the most important features of the Proposal.
- (2) Contracting Team: A list identifying the managing Prime Contractor and all subcontractors, with business name, contact person, address, telephone and facsimile numbers, and e-mail address. Identify which members of the Team are Small Business Enterprises, as defined in **Attachment 3: Small Business Enterprise Agreement**.
- (3) Cost Proposal: Complete the Cost Proposal (**Attachment 1**) and sign.
- (4) List of Relevant Experience: Using **Attachment 2: Relevant Experience Form**, provide current and recent contracts during the past five years. ***Complete separately for each business on the team.***
- (5) Management and Staffing Structure: A description of management and staffing, with key employees and their responsibilities; resumes for key employees including any relevant qualifications, experience, professional licenses and designations; and an organization chart illustrating the organization structure. *Bidders must notify OCII in writing within ten days of any change in the employment status of key employees.*
- (6) Proposed Approach: A narrative of not more than two (2) pages describing the Bidder or Team's proposed approach to providing each section of the Scope of Services. Include descriptions of proposed maintenance services and frequencies of service to achieve the standards specified in **Exhibit 1 :Scope of Services**.
- (7) Hiring Plan: A narrative no longer than one (1) page describing Bidder's proposed plan for meeting or exceeding OCII's local workforce hiring goal (50% of hours worked by local residents, with first preference to residents of ZIP codes 94124, 94134, and 94107). For details on the local workforce hiring goal, see the Bayview Hunters Point Employment and Contracting Policy (**Attachment 9**) as amended by DDA Exhibit X-B (**Attachment 9a**).
- (8) Bank Letter of Good Standing: A letter of good standing from the Prime Contractor's bank, on bank letterhead, indicating the length of time Prime Contractor has held an account and confirmation of any outstanding loans or credit cards. Clearly mark the letter "CONFIDENTIAL". OCII will make a good faith effort to keep the letter confidential, but cannot guarantee its confidentiality.

The following items must be completed for the Prime Contractor only. Subcontractors do not need to complete these items.

- (9) A signed Small Business Enterprise Agreement (**Attachment 3**) and Subconsultant Participation Form (**Attachment 3a**) listing Bidder's SBE subcontractor(s) to evidence ability to meet OCII's SBE participation goal of 50%.
- (10) A signed Declaration of Nondiscrimination in Contracts and Benefits (**Attachment 4**).
- (11) A signed Statement of Compliance with OCII Policies & Certification of Bidder (**Attachment 8**).

The following items must be completed by the Prime Contractor *and every subcontractor on the Bidder's team*.

- (12) A signed Minimum Compensation Policy Declaration (**Attachment 5**).
- (13) A signed Health Care Accountability Declaration (**Attachment 6**).
- (14) Complete responses to all questions in the Disclosure Questionnaire (**Attachment 7**).

One (1) original and six (6) copies, and one CD or flash drive with a complete electronic copy of the Proposal and all required submittal elements must be received at OCII's office no later than the deadline shown in Section II.A above. Deliver proposals marked "**HPS1 Parks Management RFP**" to the attention of:

Attn: Jonathan Plowman
Office of Community Investment and Infrastructure (OCII)
1 South Van Ness Avenue, Fifth Floor
San Francisco, CA 94103
Telephone: 415-749-2577
E-Mail: jonathan.plowman@sfgov.org

A submittal checklist is provided as **Attachment 13** to assist Bidders. Please note that the checklist is merely an aid, and each Bidder is solely responsible for submitting all information requested in Section VI. Submittal Requirements, even if it does not appear on the Checklist.

OCII will disqualify from consideration any Proposal received with insufficient copies or lacking all or part of any required submittal element.

Submittals must be delivered by hand. Submittals delivered by facsimile or electronic mail will not be considered. Bidders may submit a Proposal at any time prior to the submittal deadline.

IX. AGREEMENT TO COMPLY WITH AGENCY POLICIES

Each Bidder shall acknowledge receipt and understanding of the following OCII contracting requirements and policies and state its ability and willingness to comply with each of them:

A. Small Business Enterprise Program

OCII has a long history of promoting equal opportunity in contracting and workforce employment among professional services consultants and contractors performing work on OCII contracts. Through a comprehensive and robust Equal Opportunity Program (“EOP”), OCII administers various policies and related programs requiring consultants to provide benefits to economically disadvantaged communities and local residents. These policies and programs include Nondiscrimination in Contracts and Benefits, Minimum Compensation Policy, Health Care Accountability Policy (“HCAP”), and Small Business Enterprise (“SBE”) Program. Further information about these policies and programs are described in **Attachments 3 through 6** and Section VII.F of this RFP.

Pursuant to the OCII SBE Program, there is an SBE participation goal of 50% on this contract. Bidders shall meet this goal or demonstrate good faith efforts to meet the goal by identifying, in its proposal, its small business team members and their scopes of work. OCII strongly encourages Bidders to create joint ventures (“JV”) or similar partnership relationships (“Associations”) with San Francisco-based SBEs looking to build capacity and gain experience. For instance, Bidders are encouraged to create JVs or Associations between property management businesses and landscape maintenance businesses in response to this RFP. OCII will recognize JVs and Associations between a non-SBE business and an SBE business where the SBE partner performs at least 35% of the work defined in a JV or Association agreement and receives a proportionate share of the dollars to be earned by the JV or Association. Under this arrangement, OCII will deem the JV or Association to be an SBE for the purposes of meeting the SBE goal.

Furthermore, the OCII SBE Program provides first consideration in awarding contracts in the following order: (1) Project Area SBEs, (2) Local SBEs (outside an OCII redevelopment project or survey area, but within San Francisco), and (3) all other SBEs (outside of San Francisco). Non-local SBEs should be used to satisfy the participation goal only if Project Area SBEs or Local SBEs are neither available nor qualified, or if their bids or fees are significantly higher than those of non-local SBEs. Further information on the criteria for determining SBE eligibility and program requirements is located in **Attachment 3**. For any questions, please contact Raymond Lee, OCII Contract Compliance, at raymond.c.lee@sfgov.org.

B. Bayview Hunters Point Employment and Contracting Policy

This project is subject to the Bayview Hunters Point Employment and Contracting Policy, which establishes a 50% local construction workforce hiring goal. The policy, adopted in 2007, was designed to ensure that employment and other economic opportunities presented through development benefit persons in the Bayview Hunters Point Redevelopment Project

Area, including residents in the 94124, 94134 and 94107 ZIP codes, to the greatest extent feasible. For more information about the Bayview Hunters Point Employment and Contracting Policy, please refer to **Attachment 9: Bayview Hunters Point Employment and Contracting Policy** and **Attachment 9a: Revisions to and Interpretations of BVHP ECP for the Project**.

C. Bidder's Duty of Loyalty

Bidder for itself and its subcontractors, if any, agrees to abide by OCII's duty of loyalty, which appears at Section IX.H. (Prohibited Activities of Present and Former Employees, Commissioners and Consultants) of OCII's Personnel Policy and which states in part the following: "Unless approved in advance in writing by the OCII, no present or former employee, Commissioner or consultant of the OCII shall knowingly act for anyone other than the OCII in connection with any particular matter in which the OCII is a party, or has a direct and substantial interest, and in which he or she participated personally and substantially as an OCII employee, Commissioner or consultant whether through decisions, recommendations, advice, investigation or otherwise. Violation of this section by a present employee, consultant or Commissioner may, in the case of an employee or consultant, be grounds for discharge or termination of the consultant contract, and in the case of a Commissioner, be considered misconduct in office pursuant of California Health and Safety Code Section 33115."

D. Limitations on Contributions

Bidder acknowledges that it is familiar with section 1.126 of the San Francisco Campaign and Governmental Conduct Code, which prohibits any person who contracts with OCII for the rendition of personal services, for the furnishing of any material, supplies or equipment, for the sale or lease of any land or building, or for a grant, loan or loan guarantee, from making any campaign contribution to (1) the Mayor or members of the Board of Supervisors, (2) a candidate for Mayor or Board of Supervisors, or (3) a committee controlled by such office holder or candidate, at any time from the commencement of negotiations for the contract until the later of either the termination of negotiations for such contract or six months after the date the contract is approved. Bidder acknowledges that the foregoing restriction applies only if the contract or a combination or series of contracts approved by the same individual or board in a fiscal year have a total anticipated or actual value of \$50,000 or more. Bidder further acknowledges that the prohibition on contributions applies to each prospective party to the contract; each member of Bidder's board of directors; Bidder's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 20 percent in Bidder; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Bidder. Additionally, Bidder acknowledges that Bidder must inform each of the persons described in the preceding sentence of the prohibitions contained in section 1.126.

Finally, Bidder agrees to provide to OCII the names of each member of Bidder's board of directors; Bidder's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 20 percent in Bidder;

any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Bidder.

E. Nondiscrimination in Contracts and Benefits

OCII has established a policy prohibiting discrimination in contracting, which includes a prohibition on discrimination in providing benefits between employees with spouses and employees with domestic partners.

The Bidder shall complete **Attachment 4: Declaration of Nondiscrimination in Contracts and Benefits**. Entities that have received certification from the San Francisco Human Rights Commission regarding their compliance with the Equal Benefits Ordinance of the City and County of San Francisco will be deemed in compliance with OCII's policy. For further information, see instructions contained in **Attachment 4** or contact OCII's Contract Compliance Department at 415-749-2400.

F. Minimum Compensation Policy and Health Care Accountability Policy

OCII has adopted a Minimum Compensation Policy ("MCP") for all contractors under personal services contracts that require the payment of a minimum level of compensation to employees (**Attachment 5**). In addition, the Health Care Accountability Policy ("HCAP") requires that contractors offer certain health plan benefits to their employees or participate in a health benefits program developed by the City's Department of Public Health, or make a payment in lieu of such benefits to the City's Department of Public Health (**Attachment 6**).

The Bidder shall submit a completed MCP Declaration Form and HCAP Declaration Form. If the Bidder is a contracting team, separate MCP Declaration Forms and HCAP Declaration Forms must be submitted for the Prime Contractor and each subcontractor.

G. Insurance

The Contractor must procure and maintain insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work under the OCII contract by the Contractor, its agents, representatives, employees or subcontractors.

Unless otherwise approved by OCII, the Contractor must maintain insurance with an insurance company that has an A.M. Best rating of A:VII with the following coverages and limits:

- General Liability: \$5,000,000 per occurrence;
- Automobile Liability: \$5,000,000 per accident for bodily injury and property damage;

- Workers' Compensation and Employers Liability: Workers' Compensation limits as required by the State of California and Employer's Liability limits of \$1,000,000 for bodily injury by accident and \$1,000,000 per person and in the annual aggregate for bodily injury by disease. (Required only if Contractor has employees); and
- Fidelity Bond or other form of Commercial Crime insurance for \$100,000.
- Policies may not have an exclusion for sexual misconduct liability.

The insurance requirements may be modified by OCII's Risk Manager in his/her sole discretion.

H. Indemnity

The Contractor shall defend, hold harmless and indemnify OCII, the City and County of San Francisco, and their respective commissioners, members, officers, agents and employees of and from all claims, loss, damage, injury, actions, causes of action and liability of every kind, nature and description directly or indirectly arising out of or connected with the performance of the OCII contract and any of the Contractor's operations or activities related thereto, excluding the willful misconduct or the gross negligence of the person or entity seeking to be defended, indemnified or held harmless.

I. Disclosure Questions

Each consultant shall Complete **Attachment 7: Disclosure Questionnaire**, and submit the completed form as part of its Proposal.

J. Certification of Bidder

The Contractor shall certify under penalty of perjury under the laws of the State of California that all the information provided in the Proposal is true and correct (**Attachment 8**).

X. ADDITIONAL TERMS AND CONDITIONS

A. Personal Services Contract

The Contractor will be required to enter into a Personal Services Contract with OCII (see **Attachment 11**). The Contractor will be required to comply with all of the provisions of the Personal Services Contract, including but not limited to OCII's policies and provisions regarding indemnification, insurance, small business enterprise requirements, and non-discrimination in employee benefits and hiring.

B. Contractor Expenses

Bidders responding to this RFP do so at their own expense. OCII will not consider any Bidder costs related to this RFP or to negotiating a Personal Services Contract as reimbursable or as eligible costs under the contract.

C. OCII Right to Modify or Suspend RFP

OCII, through its Executive Director, reserves the right at any time and from time to time, and for its own convenience, in its sole and absolute discretion, to modify or suspend any and all aspects of the selection process, including, but not limited to this RFP, and all or any portion of the contractor selection process in or subsequent to the RFP; to obtain further information from any contractor, to waive any defects as to form or content of the RFP or any other step in the selection process; to reject any and all responses submitted; to reissue the RFP; procure the desired services by any other means or not proceed in procuring the services; to negotiate with any, all, or none of the respondents to this RFP as to fees, scope of services, or any other aspect of the RFP or services; to negotiate and modify any and all terms of an agreement; and to accept or reject any Bidder for entry into a Personal Services Contract.

D. Claims Against OCII

Should an actual or potential proposer object on any ground to any provision or requirement of this RFP, that person or entity must, not more than ten calendar days after this RFP is issued, provide written notice to OCII setting forth with specificity the grounds for the objection. The failure of a potential proposer to object as set forth above shall constitute a complete and irrevocable waiver of any such objection.

Each Bidder by responding to this RFP, waives any claim, liability or expense whatsoever against OCII and its respective officers, commissioners, employees and agents by reason of any or all of the following: any aspect of this RFP, the selection process or any part thereof, any informalities or defects in the selection process, the failure to enter into any agreement, any statements, representations, acts or omissions of OCII, the exercise of any discretion set forth or concerning any of the foregoing, and any other matters arising out of all or any of the foregoing.

E. Term of Proposal

Submittal of a proposal signifies that the proposed services and prices are valid for 120 calendar days from the proposal due date and that the prices are genuine and not the result of collusion or any other anti-competitive activity.

F. Prevailing wages

Bidders are advised that parts of the Scope of Services, including but not limited to landscape maintenance, are subject to prevailing wage rate payment pursuant to Section 1771 of the California Labor Code. By submitting Proposals, Bidders agree to comply with applicable provisions of the Labor Code.

G. Licensing

Bidders are advised that to enter a contract to perform the Work, they will be required to possess and continuously maintain appropriate licenses for the Scope of Services and ensure its subcontractors maintain the same. These licenses shall include a valid contractor's license, if required.

Attachment 1: Cost Proposal Form
 Hunters Point Shipyard Phase 1 Parks Maintenance and Property Management RFP

By submitting this Cost Proposal, Bidder acknowledges and agrees that:

1. All proposed prices shall be honored for 120 calendar days from the Proposal due date.
2. All proposed prices shall be final prices including all costs to perform the work, including but not limited to equipment, supplies, labor, insurance, taxes, overhead, profit, and costs of compliance with all applicable regulations.
3. No cost or price may be proposed outside of this template. Bidders may not modify this template, except by adding additional rows for additional work types under any facility. If Bidder modifies the Cost Proposal template in any other way, OCII may reject the proposal, or require Bidder to submit an unmodified Cost Proposal, in OCII's sole discretion.
4. The Cost Proposal shall not include costs of utilities for the Facilities. Utility costs will be separately reimbursed.
5. Cost escalation: Following contract commencement, prices may be escalated each July 1 by the lesser of (a) the percentage increase, if any, in the Consumer Price Index (San Francisco-Oakland-San Jose, all urban consumers) since the previous July 1, or (b) 4%.

Additional instructions

1. Use the provided mandatory assumption for biannual subdrain and surface ditch maintenance.
2. Place Public Art maintenance costs under item 10, not under the parks where the art is located.

I. REGULAR SERVICES					
		A	B	C	D
Item	Work type	Hourly rate*	Hours per week	Price per week* =A x B	Price per year* =C x 52
1	<i>Hillpoint Park (exclude Public Art and price under Item 16) - 2.13 acres active uses / 2.75 acres passive natural habitat</i>				
	[EXAMPLE FOR REFERENCE ONLY] Tree, plant and lawn maintenance	\$ 45.00	6	\$ 270.00	\$ 14,040.00
	Add rows if needed				
2	<i>Innes Court Park (exclude Public Art and price under Item 16) - 0.51 acres</i>				
	Add rows if needed				
3	<i>Pocket Park 15 - 0.08 acres</i>				
	Add rows if needed				
4	<i>Pocket Park 16 (exclude Public Art and price under Item 16) - 0.15 acres</i>				
	Add rows if needed				
5	<i>Site Office Building / Storehouse Plaza / Grounds</i>				
	Add rows if needed				

* All proposed Prices shall be final Prices including all costs to perform the work, including but not limited to equipment, supplies, labor, insurance, taxes, overhead, profit, and costs of compliance with all applicable regulations.

I. REGULAR SERVICES <i>continued</i>					
		A	B	C	D
Item	Work type	Hourly rate*	Hours per week	Price per week* =A x B	Price per year* =C x 52
6	Streetscapes - 4,800 linear feet				
	Add rows if needed				
7	Administration and Property Management				
	Add rows if needed				
I. REGULAR SERVICES SUBTOTAL*					

II. PERIODIC SERVICES						
		A	B	C	D	E
Item	Work type	Hourly rate*	Hours per service	Price per service* =A x B	Services per year	Price per year* =C x D
8	Hilltop Open Space - 10.2 acres				6	
	Add rows if needed					
9	Sub-Drains and Lined Surface Ditches [For maintenance requirements see Exhibit 9: Slope and Drainage Maintenance Guidelines]					
	MANDATORY ASSUMPTION: Biannual maintenance subcontract	n/a	n/a	\$ 10,000.00	2	\$ 20,000.00
	Add rows if needed					
10	Public Art Installations - 9 installations [For maintenance requirements see Exhibit 10: Public Art Conservation and Maintenance Report]				1	
	Add rows if needed					
II. PERIODIC SERVICES SUBTOTAL*						

TOTAL PRICE PER YEAR (= I + II)*	
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* All proposed Prices shall be final Prices including all costs to perform the work, including but not limited to equipment, supplies, labor, insurance, taxes, overhead, profit, and costs of compliance with all applicable regulations.

Attachment 2: Relevant Experience Form

Hunters Point Shipyard Parks and Streetscapes Maintenance and Property Management RFP

In each section, list relevant experience. If one experience applies to multiple service types, it can be listed under each applicable service type.

1. LANDSCAPE AND/OR HARDSCAPE MAINTENANCE

No.	Dates	Client	Client Type <i>Government agency, private company, non-profit, etc.</i>	Key Client Contact <i>Include name, title, address, and phone number</i>	Role of Firm	Work Provided <i>Include locations of work and descriptions of work provided</i>
1						
2						
3						
4						
5						
6						

Add additional lines as needed.

2. BUILDING MAINTENANCE AND JANITORIAL SERVICES

No.	Dates	Client	Client Type	Key Client Contact	Role of Firm	Work Provided
			<i>Government agency, private company, non-profit, etc.</i>	<i>Include name, title, address, and phone number</i>		<i>Include locations of work and descriptions of work provided</i>
1						
2						
3						
4						
5						
6						

Add additional lines as needed.

3. PROPERTY MANAGEMENT, MANAGING BUDGETS, WORK PLANS, REPORTS, AND OTHER ADMINISTRATIVE RESPONSIBILITIES

No.	Dates	Client	Client Type	Key Client Contact	Role of Firm	Work Provided
			<i>Government agency, private company, non-profit, etc.</i>	<i>Include name, title, address, and phone number</i>		<i>Include locations of work and descriptions of work provided</i>
1						
2						
3						
4						
5						
6						

Add additional lines as needed.

ATTACHMENT #3

SMALL BUSINESS ENTERPRISE AGREEMENT

The company or entity executing this Small Business Enterprise Agreement, by and through its duly authorized representative, hereby agrees to use good faith efforts to comply with all of the following:

I. PURPOSE. The purpose of entering into this Small Business Enterprise Program agreement (“**SBE Program**”) is to establish a set of Small Business Enterprise (“SBE”) participation goals and good faith efforts designed to ensure that monies are spent in a manner which provides SBEs with an opportunity to compete for and participate in contracts by or at the behest of the Successor Agency to the San Francisco Redevelopment Agency (“**Agency**”) and/or the Agency-Assisted Contractor. A genuine effort will be made to give First Consideration to Project Area SBEs and San Francisco-based SBEs before looking outside of San Francisco.

II. APPLICATION. The SBE Program applies to all Contractors and their subcontractors seeking work on Agency-Assisted Projects on or after November 17, 2004 and any Amendment to a Pre-existing Contract.

III. GOALS. The Agency’s SBE Participation Goals are:

CONSTRUCTION	50%
PROFESSIONAL SERVICES	50%
SUPPLIERS	50%

IV. TRAINEE HIRING GOAL. In addition to the goals set forth above in Section III, there is a trainee hiring goal for all design professionals (architects, engineers, planners, and environmental consultants) on contracts or subcontracts over \$100,000. The trainee hiring goal requires architects, engineers and other design professionals only to hire qualified San Francisco residents as trainees. The trainee hiring goal is based upon the total amount of the design professional’s contract as follows:

<u>Trainees</u>	<u>Design Professional Fees</u>
0	\$ 0 – \$99,000
1	\$ 100,000 – \$249,999
2	\$ 250,000 – \$499,999
3	\$ 500,000 – \$999,999
4	\$1,000,000 – \$1,499,999
5	\$1,500,000 – \$1,999,999
6	\$2,000,000 - \$4,999,999
7	\$5,000,000 - \$7,999,999
8	\$8,000,000 – or more

A. Procedures For Trainee Hires

1. Compliance with the Trainee Hiring Goal

Design professionals will be deemed in compliance with this Agreement by meeting or exceeding the trainee hiring goal or by take the following steps in good faith towards compliance.

2. Execution and Incorporation of this Agreement to Sub-agreements

The Agency-Assisted Contractor shall execute this Agreement and shall incorporate by reference or attach this Agreement to its contract(s) with the architects, engineers and other design professionals. Thus, each design professional (regardless of tier) will be obligated to comply with the terms of this Agreement. The Agency-Assisted Contractor and/or the design professionals shall retain the executed Agreements and make them available to the Agency Compliance Officer upon request.

3. Contact Educational Institutions

Each design professional shall call the City and County of San Francisco Office of Economic and Workforce Development (OEWD) or educational institution(s) and request referrals for the required trainee positions. The request will indicate generally: (1) the number of trainees sought; (2) the required skills set (keeping in mind that these are trainee positions); (3) a brief description of job duties; (4) the duration of the trainee period; and (5) any other information that would be helpful or necessary for the educational institution or OEWD to make the referral. The minimum duration of assignment is part-time for one semester. However, design professionals are strongly encouraged to offer longer trainee employment periods to allow a more meaningful learning experience. (For example, a half-time or full-time assignment over the summer.) Although the initial contact shall be made by phone, the educational institution(s) or OEWD may require the design professionals to send a confirming letter or complete its form(s). Each design professional is required to timely provide all of the information requested by the OEWD or educational institution(s) in order to get the referrals.

4. Response from Educational Institutions

Each educational institution may have a different way of referring applicants, such as: sending resumes directly to the design professional; having the applicant contact the design professional by phone; require design professionals to conduct on-campus interviews; or some other method. The timing and method of the response will normally be discussed with the design professional during the initial phone request. The design professional is required to follow the process set by the educational institution(s) in order to get the referrals.

5. Action by Design Professionals When Referrals Available

The design professional shall interview each applicant prior to making the decision to hire or not to hire. The design professional shall make the final determination whether the applicant is qualified for the trainee position and the ultimate hiring decision. The Agency strongly encourages the design professional to hire a qualified San Francisco resident referred by the educational institution(s). The design professional shall notify the educational institution in writing of the hiring decision.

6. Action by Design Professionals When Referrals Unavailable

If after contacting two or more educational institutions the design professional is informed that no San Francisco residents are currently available, then the design professional should wait thirty (30) days and contact the educational institutions a second time to inquire whether qualified San Francisco residents are currently available for hire as trainees. If no qualified San Francisco residents are currently available after the second request, then the design professional has fulfilled its obligation under this Agreement, provided that the design professional has acted in good faith. The design professional must retain its file on all of the steps it took to comply with this Section IV and submit a copy of its file to the Agency Compliance Officer upon request.

7. Action by Design Professional When No Response From Educational Institutions

If a design professional has not received a response to its request for referrals from any of the

educational institutions within five (5) business days after the design professional has fully complied with the procedures, if any, set by the educational institution(s) for obtaining referrals, then the design professional should immediately advise the Agency Compliance Officer by phone, fax or email. The Agency Compliance Officer or his/her designee shall cause the educational institution(s) to respond to the design professional within five (5) business days of the Agency Compliance Officer being notified. If the design professional still has not received a response from the educational institution(s) after this additional five (5) business day period has run, then the design professional has fulfilled its obligation under this Section IV, provided that the design professional has acted in good faith. Each design professional must retain its file on all of the steps it took to comply with this Agreement and submit a copy of its file to the Agency Compliance Officer upon request.

8. Termination of Trainee for Cause

If at any time during the Term, it becomes necessary to terminate for cause a trainee who was hired under this Agreement and the design professional has not met the minimum duration requirements under this policy, then the design professional shall hire a new trainee by following the process set forth above.

B. Reporting Requirements For Trainee Hires

1. Reporting

Upon completion of the Term of the Agreement or the term of the design professional's contract with the Agency-Assisted Contractor, whichever is less, the design professional (i.e. Employer) shall fax or email a report to the Agency Compliance Officer stating in detail: (1) the names of the San Francisco resident(s) interviewed for trainee positions; (2) the date(s) of each interview; (3) the reasons for not hiring the San Francisco resident(s) interviewed; (4) the name, address, gender and racial/ethnic background of the successful candidate for the trainee position; and (5) the number of San Francisco residents hired as trainees.

2. Report on Terminations

In the event a San Francisco resident hired pursuant to this Agreement is terminated for cause, the responsible design professional shall within five (5) days fax or email a termination report to the Agency Compliance Officer stating in detail: (1) the name of the trainee(s) terminated; (2) his/her job title and duties; (3) the reasons and circumstances leading to the termination(s); and (4) whether the design professional replaced the trainee(s).

V. TERM. The obligations of the Agency-Assisted Contractor and/or Contractor(s) with respect to SBE Program shall remain in effect until completion of all work to be performed by the Agency-Assisted Contractor in connection with the original construction of the site and any tenant improvements on the site performed by or at the behest of the Agency-Assisted Contractor unless another term is specified in the Agency-Assisted Contract or Contract.

VI. FIRST CONSIDERATION. First consideration will be given by the Agency or Agency-Assisted Contractor in awarding contracts in the following order: (1) Project Area SBEs, (2) San Francisco-based SBEs (outside an Agency Project or Survey Area, but within San Francisco), and (3) Non-San Francisco-based SBEs. Non-San Francisco-based SBEs should be used to satisfy participation goals only if Project Area SBEs or San Francisco-based SBEs are not available, qualified, or if their bids or fees are significantly higher than those of non-San Francisco-based SBEs.

VII. ASSOCIATIONS AND JOINT VENTURES (JV). OCII will recognize JVs and Associations between non-SBE firms and SBE firms where the SBE partner performs at least 35% of the work defined in the JV or Association agreement, and receives at least 35% (or a proportionate share, whichever is higher) of the dollars to be earned by the JV or Association. Under this arrangement, OCII will deem the JV or Association to be an SBE for the purposes of meeting the SBE goal. Due to the technical nature of the disciplines and the various standards of each industry, OCII will not require a standardized agreement. However, each JV and Association agreement must be in writing and contain, at a minimum, the following terms:

- Define the management of the agreement between the parties;
- Define the technical and managerial responsibilities of each party;
- Define the scope of work to be performed by each party, and where possible identify the percentage and break-down of scope of work for each party;
- Identify any additional subcontractors or consultants that will perform the work under the agreement;
- Define the schedule, duration, and deliverable of the agreement;
- Detail the fee schedule, fee breakdown, or division of compensation;
- Specify insurance requirements and/or if each party shall maintain its own insurance;
- Specify how additional work or changes in scope shall be negotiated or determined and which party shall be responsible for notifying OCII of the changes;
- Specify how claims and disputes will be resolved.

A copy of the JV or Association agreement must be provided to OCII for approval in order for the JV or Association to be recognized.

VIII. CERTIFICATION. The Agency no longer certifies SBEs but instead relies on the information provided in other public entities' business certifications to establish eligibility for the Agency's program. Only businesses certified by the Agency as SBEs whose certification has not expired and economically disadvantaged businesses that meet the Agency's SBE Certification Criteria will be counted toward meeting the participation goals. The SBE Certification Criteria are set forth in the SBE Policy.

IX. INCORPORATION. Each contract between the Agency, Agency-Assisted Contractor or Contractor on the one hand, and any subcontractor on the other hand, shall physically incorporate as an attachment or exhibit and make binding on the parties to that contract, a true and correct copy of this SBE Agreement.

X. DEFINITIONS. Capitalized terms not otherwise specifically defined in this SBE Agreement have the meaning set forth in the Agency's SBE Policy adopted on November 16, 2004 and amended on July 21, 2009 ("**Policy**") or as defined in the Agency-Assisted Contract or Contract. In the event of a conflict in the meaning of a defined term, the SBE Policy shall govern over the Agency-Assisted Contract or Contract which in turn shall govern over this SBE Agreement.

Affiliates means an affiliation with another business concern is based on the power to control, whether exercised or not. Such factors as common ownership, common management and identity of interest (often found in members of the same family), among others, are indicators of affiliation. Power to control exists when a party or parties have 50 percent or more ownership. It may also exist with considerably less than 50 percent ownership by contractual arrangement or when one or more parties own a large share compared to other parties. Affiliated business concerns need not be in the same line of business.

Agency-Assisted Contract means, as applicable, the Development and Disposition Agreement (“DDA”), Land Disposition Agreement (“LDA”), Lease, Loan and Grant Agreements, and other similar contracts, and agreement that the Agency executed with for-profit or non-profit entities.

Agency-Assisted Contractor means any person(s), firm, partnership, corporation, or combination thereof, who is negotiating or has executed an Agency-Assisted Contract.

Agency Contract means personal services contracts, purchase requisitions, and other similar contracts and operations agreements that the Agency executes with for-profit or non-profit entities.

Amendment to a Pre-existing Contract means a material change to the terms of any contract, the term of which has not expired on or before the date that this Small Business Enterprise Policy (“SBE Policy”) takes effect, but shall not include amendments to decrease the scope of work or decrease the amount to be paid under a contract.

Annual Receipts means “total income” (or in the case of a sole proprietorship, “gross income”) plus “cost of goods sold” as these terms are defined and reported on Internal Revenue Service tax return forms. The term does not include net capital gains or losses; taxes collected for and remitted to a taxing authority if included in gross or total income, such as sales or other taxes collected from customers and excluding taxes levied on the concern or its employees; proceeds from transactions between a concern and its domestic or foreign affiliates; and amounts collected for another by a travel agent, real estate agent, advertising agent, conference management service provider, freight forwarder or customs broker. For size determination purposes, the only exclusions from receipts are those specifically provided for in this paragraph. All other items, such as subcontractor costs, reimbursements for purchases a contractor makes at a customer's request, and employee-based costs such as payroll taxes, may not be excluded from receipts. Receipts are averaged over a concern's latest three (3) completed fiscal years to determine its average annual receipts. If a concern has not been in business for three (3) years, the average weekly revenue for the number of weeks the concern has been in business is multiplied by 52 to determine its average annual receipts.

Arbitration Party means all persons and entities who attend the arbitration hearing pursuant to Section XIII, as well as those persons and entities who are subject to a default award provided that all of the requirements in Section XIII.L. have been met.

Association means an agreement between two parties established for the purpose of completing a specific task or project. The associate agreement shall provide the SBE associate a significant project management role and the SBE associate shall be recognized in marketing and collateral material. The Association shall be distinguished from traditional subcontracting arrangements via a written Association agreement that defines the management of the agreement, technical and managerial responsibilities of the parties, and defined scopes and percentages of work to be performed by each party with its own resources and labor force. Unlike the more formal Joint Venture, an Association does not require formation of a new business enterprise between the parties. The Associate agreement shall contain, at a minimum, provisions required by Section VII and be subject to OCII approval.

Commercially Useful Function means that the business is directly responsible for providing the materials, equipment, supplies or services in the City and County of San Francisco (“City”) as required by the solicitation or request for quotes, bids or proposals. Businesses that engage in the business of providing brokerage, referral or temporary employment services shall not be deemed to perform a “commercially useful function” unless the brokerage, referral or temporary employment services are required and sought by the Agency.

Contract means any agreement between the Agency and a person(s), firm, partnership, corporation, or combination thereof, to provide or procure labor, supplies or services to, for, or on behalf of the Agency.

Contractor means any person(s), firm, partnership, corporation, or combination thereof, who is negotiating or has executed a Contract.

Joint Venture means an entity established between two parties for the purposes of completing a venture or project. The Joint Venture agreement typically creates a separate business entity and requires acquisition of additional insurance for the newly created joint business entity. The Joint Venture agreement shall contain, at a minimum, provisions required by Section VII and be subject to OCII approval.

Non-San Francisco-based Small Business Enterprise means a SBE that has fixed offices located outside the geographical boundaries of the City.

Office” or “Offices means a fixed and established place(s) where work is performed of a clerical, administrative, professional or production nature directly pertinent to the business being certified. A temporary location or movable property or one that was established to oversee a project such as a construction project office does not qualify as an “office” under this SBE Policy. Work space provided in exchange for services (in lieu of monetary rent) does not constitute an “office.” The office is not required to be the headquarters for the business but it must be capable of providing all the services to operate the business for which SBE certification is sought. An arrangement for the right to use office space on an “as needed” basis where there is no office exclusively reserved for the business does not qualify as an office. The prospective SBE must submit a rental agreement for the office space, rent receipt or cancelled checks for rent payments. If the office space is owned by the prospective SBE, the business must submit property tax or a deed documenting ownership of the office.

Project Area Small Business Enterprise means a business that meets the above-definition of Small Business Enterprise and that: (a) has fixed offices located within the geographical boundaries of a Redevelopment Project or Survey Area where a commercially useful function is performed; (b) is listed in the Permits and License Tax Paid File with a Project Area or Survey Area business street address; (c) possesses a current Business Tax Registration Certificate at the time of the application for certification as a SBE; (d) has been located and doing business in a Project Area or Survey Area for at least six months preceding its application for certification as a SBE; and (e) has a Project Area or Survey Area office in which business is transacted that is appropriately equipped for the type of business for which the enterprise seeks certification as a SBE. Post office box numbers of residential addresses alone shall not suffice to establish a firms’ location in a Project Area or Survey Area.

Project Area means an area of San Francisco that meets the requirements under Community Redevelopment Law, Health and Safety Code Section 33320.1. These areas currently include the Bayview Industrial Triangle, Bayview Hunters Point (Area B), Hunters Point Shipyard, Mission Bay (North), Mission Bay (South), Rincon Point/South Beach, South of Market, and Transbay.

San Francisco-based Small Business Enterprise means a SBE that: (a) has fixed offices located within the geographical boundaries of the City where a commercially useful function is performed; (b) is listed in the Permits and License Tax Paid File with a San Francisco business street address; (c) possesses a current Business Tax Registration Certificate at the time of the application for certification as a SBE; (d) has been located and doing business in the City for at least six months preceding its application for certification as a SBE; and (e) has a San Francisco office in which business is transacted that is appropriately equipped for the type of business for which the enterprise seeks certification as a

SBE. Post office box numbers or residential addresses alone shall not suffice to establish a firm's status as local.

Small Business Enterprise (SBE) means an economically disadvantaged business that: is an independent and continuing business for profit; performs a commercially useful function; is owned and controlled by persons residing in the United States or its territories; has average gross annual receipts in the three years immediately preceding its application for certification as a SBE that do not exceed the following limits:

Industry	OCII SBE Size Standard
Construction Contractors	\$20,000,000
Specialty Construction Contractors	\$14,000,000
Suppliers (goods/materials/ equipment and general services)	\$10,000,000
Professional Services	\$2,500,000
Trucking	\$3,500,000

In addition, an economically disadvantaged business shall meet the other certification criteria described in Exhibit I of the SBE Policy in order to be considered an SBE by the Agency.

In order to determine whether or not a firm meets the above economic size definitions, the Agency will use the firm's three most recent business tax returns (i.e., 1040 with Schedule C for Sole Proprietorships, 1065s with K-1s for Partnerships, and 1120s for Corporations) to calculate the firm's three year average annual gross receipts. In addition, the calculation of a firm's size shall include the receipts of all affiliates.

Once a business reaches the 3-year average size threshold for the applicable industry the business ceases to be economically disadvantaged, it is not an eligible SBE and it will not be counted towards meeting SBE contracting requirements (or goals).

Specialty Construction Contractor means a contractor licensed by the Contractors State License Board under the "C" classification license pursuant to California Business and Professions Code Section 7058.

Survey Area means an area of San Francisco that meets the requirements of the Community Redevelopment Law, Health and Safety Code Section 33310. These areas currently include the Bayview Hunters Point Redevelopment Survey Area C.

XI. GOOD FAITH EFFORTS TO MEET SBE GOALS Compliance with the following steps will be the basis for determining if the Agency-Assisted Contractor and/or Consultant has made good faith efforts to meet the goals for SBEs:

A. Outreach. Not less than 30 days prior to the opening of bids or the selection of contractors, the Agency-Assisted Contractor or Contractor shall:

1. **Advertise.** Advertise for SBEs interested in competing for the contract, in general circulation media, trade association publications, including timely use of the ***Bid and Contract Opportunities*** newsletter published by the City and County of San Francisco Purchasing Department and

media focused specifically on SBE businesses such as the ***Small Business Exchange***, of the opportunity to submit bids or proposals and to attend a pre-bid meeting to learn about contracting opportunities.

2. **Request List of SBEs.** Request from the Agency's Contract Compliance Department a list of all known SBEs in the pertinent field(s), particularly those in the Project and Survey Areas and provide written notice to all of them of the opportunity to bid for contracts and to attend a pre-bid or pre-solicitation meeting to learn about contracting opportunities.

B. Pre-Solicitation Meeting. For construction contracts estimated to cost \$5,000 or more, hold a pre-bid meeting for all interested contractors not less than 15 days prior to the opening of bids or the selection of contractors for the purpose answering questions about the selection process and the specifications and requirements. Representatives of the Contract Compliance Department will also participate.

C. Follow-up. Follow up initial solicitations of interest by contacting the SBEs to determine with certainty whether the enterprises are interested in performing specific items involved in work.

D. Subdivide Work. Divide, to the greatest extent feasible, the contract work into small units to facilitate SBE participation, including, where feasible, offering items of the contract work which the Contractor would normally perform itself.

E. Provide Timely and Complete Information. The Agency-Assisted Contractor or Contractor shall provide SBEs with complete, adequate and ongoing information about the plans, specifications and requirements of construction work, service work and material supply work. This paragraph does not require the Agency-Assisted Contractor or Contractor to give SBEs any information not provided to other contractors. This paragraph does require the Agency Assisted Contractor and Contractor to answer carefully and completely all reasonable questions asked by SBEs and to undertake every good faith effort to ensure that SBEs understand the nature and the scope of the work.

F. Good Faith Negotiations. Negotiate with SBEs in good faith and demonstrate that SBEs were not rejected as unqualified without sound reasons based on a thorough investigation of their capacities.

G. Bid Shopping Prohibited. Prohibit the shopping of the bids. Where the Agency-Assisted Contractor or Contractor learns that bid shopping has occurred, it shall treat such bid shopping as a material breach of contract.

H. Other Assistance. Assist SBEs in their efforts to obtain bonds, lines of credit and insurance. (Note that the Agency has a Surety Bond Program that may assist SBEs in obtaining necessary bonding.) The Agency-Assisted Contractor or Contractor(s) shall require no more stringent bond or insurance standards of SBEs than required of other business enterprises.

I. Delivery Scheduling. Establish delivery schedules which encourage participation of SBEs.

J. Utilize SBEs as Lower Tier Subcontractors. The Agency-Assisted Contractor and its Contractor(s) shall encourage and assist higher tier subcontractors in undertaking good faith efforts to utilize SBEs as lower tier subcontractors.

K. Maximize Outreach Resources. Use the services of SBE associations, federal, state and local SBE assistance offices and other organizations that provide assistance in the recruitment and

placement of SBEs, including the Small Business Administration and the Business Development Agency of the Department of Commerce. However, only SBEs certified by the Agency shall count towards meeting the participation goal.

L. Replacement of SBE. If during the term of this SBE Agreement, it becomes necessary to replace any subcontractor or supplier, the Agency's Contract Compliance Specialist should be notified prior to replacement due to the failure or inability of the subcontractor or supplier to perform the required services or timely delivery the required supplies, then First Consideration should be given to a certified SBE, if available, as a replacement.

XII. ADDITIONAL PROVISIONS

A. No Retaliation. No employee shall be discharged or in any other manner discriminated against by the Agency-Assisted Contractor or Contractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding under or relating to enforcement of this Agreement.

B. No Discrimination. There shall be no discrimination against or segregation of any person, or group of persons, on account of race, color, religion, creed, national origin or ancestry, sex, gender identity, age, marital or domestic partner status, sexual orientation or disability (including HIV or AIDS status) in the performance of an Agency-Assisted Contract or Contract. The Agency-Assisted Contractor or Contractor will ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, creed, national origin or ancestry, sex, gender identity, age, marital or domestic partner status, sexual orientation or disability (including HIV or AIDS status) or other protected class status. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; selection for training, including apprenticeship; and provision of any services or accommodations.

C. Compliance with Prompt Payment Statute. Construction contracts and subcontracts awarded for \$5,000 or more shall contain the following provision:

“Amounts for work performed by a subcontractor shall be paid within seven (7) days of receipt of funds by the contractor, pursuant to California Business and Professions Code Section 7108.5 *et seq.* Failure to include this provision in a subcontractor or failure to comply with this provision shall constitute an event of default which would permit the Agency to exercise any and all remedies available to it under contract, at law or in equity.”

In addition to and not in contradiction to the Prompt Payment Statute (California Business and Professions Code Section 7108.5 *et seq.*), if a dispute arises which would allow a Contractor to withhold payment to a subcontractor due to a dispute, the Contractor shall only withhold that amount which directly relates to the dispute and shall promptly pay the remaining undisputed amount, if any.

D. Submission Of Electronic Certified Payrolls. For any Agency-Assisted Contract which requires the submission of certified payroll reports, the requirements of Section VII of the Agency's Small Business Enterprise Policy shall apply. Please see the Small Business Enterprise Policy for more details.

XIII. PROCEDURES

A. Notice to Agency. The Agency-Assisted Contractor or Contractor(s) shall provide the Agency with the following information within 10 days of awarding a contract or selecting subconsultant:

1. the nature of the contract, e.g. type and scope of work to be performed;
2. the dollar amount of the contract;
3. the name, address, license number, gender and ethnicity of the person to whom the contract was awarded; And
4. SBE status of each subcontractor or subconsultant.

B. Affidavit. If the Agency-Assisted Contractor or Contractor(s) contend that the contract has been awarded to a SBE, the Agency-Assisted Contractor or Contractor(s) shall, at the same time also submit to the Agency a SBE Application for Certification and its accompanying Affidavit completed by the SBE owner. However, a SBE that was previously certified by the Agency shall submit only the short SBE Eligibility Statement.

C. Good Faith Documentation. If the 50% SBE Participation Goals are not met in each category (Construction, Professional Services and Suppliers), the Agency-Assisted Contractor or Contractor(s) shall meet and confer with the Agency at a date and time set by the Agency. If the issue of the Agency-Assisted Contractor's or Contractor's good faith efforts is not resolved at this meeting, the Agency-Assisted Contractor or Contractor shall submit to the Agency within five (5) days, a declaration under penalty of perjury containing the following documentation with respect to the good faith efforts ("**Submission**"):

1. A report showing the responses, rejections, proposals and bids (including the amount of the bid) received from SBEs, including the date each response, proposal or bid was received. This report shall indicate the action taken by the Agency-Assisted Contractor or Contractor(s) in response to each proposal or bid received from SBEs, including the reasons(s) for any rejections.
2. A report showing the date that the bid was received, the amount bid by and the amount to be paid (if different) to the non-SBE contractor that was selected. If the non-SBE contractor who was selected submitted more than one bid, the amount of each bid and the date that each bid was received shall be shown in the report. If the bidder asserts that there were reasons other than the respective amounts bid for not awarding the contract to an SBE, the report shall also contain an explanation of these reasons.
3. Documentation of advertising for and contacts with SBEs, contractor associations or development centers, or any other agency which disseminates bid and contract information to small business enterprises.
4. Copies of initial and follow-up correspondence with SBEs, contractor associations and other agencies, which assist SBEs.
5. A description of the assistance provided SBE firms relative to obtaining and explaining plans, specifications and contract requirements.
6. A description of the assistance provided to SBEs with respect to bonding, lines of credit, etc.

7. A description of efforts to negotiate or a statement of the reasons for not negotiating with SBEs.
8. A description of any divisions of work undertaken to facilitate SBE participation.
9. Documentation of efforts undertaken to encourage subcontractors to obtain small business enterprise participation at a lower tier.
10. A report which shows for each private project and each public project (without a SBE program) undertaken by the bidder in the preceding 12 months, the total dollar amount of the contract and the percentage of the contract dollars awarded to SBEs and the percentage of contract dollars awarded to non-SBEs.
11. Documentation of any other efforts undertaken to encourage participation by small business enterprises.

D. Presumption of Good Faith Efforts. If the Agency-Assisted Contractor or Contractor(s) achieves the Participation Goals, it will not be required to submit Good Faith Effort documentation.

E. Waiver. Any of the SBE requirements may be waived if the Agency determines that a specific requirement is not relevant to the particular situation at issue, that SBEs were not available, or that SBEs were charging an unreasonable price.

F. SBE Determination. The Agency shall exercise its reasonable judgment in determining whether a business, whose name is submitted by the Agency-Assisted Contractor or Contractor(s) as a SBE, is owned and controlled by a SBE. A firm's appearance in any of the Agency's current directories will be considered by the Agency as prima facie evidence that the firm is a SBE. Where the Agency-Assisted Contractor or Contractor(s) makes a submission the Agency shall make a determination, as to whether or not a business which the Agency-Assisted Contractor or Contractor(s) claims is a SBE is in fact owned and controlled by San Francisco-based SBEs. If the Agency determines that the business is not a SBE, the Agency shall give the Agency-Assisted Contractor or Contractor a Notice of Non-Qualification and provide the Agency-Assisted Contractor or Contractor with a reasonable period (not to exceed 20 days) in which to meet with the Agency and if necessary make a Submission, concerning its good faith efforts. If the Agency-Assisted Contractor or Contractor disagrees with the Agency's Notice of Non-Qualification, the Agency-Assisted Contractor or Contractor may request arbitration pursuant to Section XIII.

G. Agency Investigation. Where the Agency-Assisted Contractor or Contractor makes a Submission and, as a result, the Agency has cause to believe that the Agency-Assisted Contractor or Contractor has failed to undertake good faith efforts, the Agency shall conduct an investigation, and after affording the Agency-Assisted Contractor or Contractor notice and an opportunity to be heard, shall recommend such remedies and sanctions as it deems necessary to correct any alleged violation(s). The Agency shall give the Agency-Assisted Contractor or Contractor a written Notice of Non-Compliance setting forth its findings and recommendations. If the Agency-Assisted Contractor or Contractor disagrees with the findings and recommendations of the Agency as set forth in the Notice of Non-Compliance, the Agency-Assisted Contractor or Contractor may request arbitration pursuant to this SBE Agreement.

XIV. ARBITRATION OF DISPUTES.

A. Arbitration by AAA. Any dispute regarding this SBE Agreement shall be determined by arbitration through the American Arbitration Association, San Francisco, California office ("AAA") in accordance with the Commercial Rules of the AAA then applicable, but subject to the further revisions thereof. The arbitration shall take place in the City and County of San Francisco.

B. Demand for Arbitration. Where the Agency-Assisted Contractor or Contractor disagrees with the Agency's Notice of Non-Qualification or Notice of Non-Compliance, **the Agency-Assisted Contractor or Contractor shall have seven (7) business days, in which to file a Demand for Arbitration**, unless otherwise stipulated by the parties. The Demand for Arbitration shall contain at a minimum: (1) a cover letter demanding arbitration under this provision and identifying any entities believed to be involved in the dispute; (2) a copy of the Notice of Non-Qualification or Notice of Non-Compliance; and (3) any written response to the Notice of Non-Qualification or Notice of Non-Compliance. If the Agency-Assisted Contractor and Contractor fail to file a timely Demand for Arbitration, the Agency-Assisted Contractor and Contractor shall be deemed to have accepted and to be bound by the finding of Non-Qualification or the findings and recommendations contained in the Notice of Non-Compliance.

C. Parties' Participation. The Agency and all persons or entities who have a contractual relationship affected by the dispute shall be made an Arbitration Party. Any such person or entity not made an Arbitration Party in the Demand for Arbitration may intervene as an Arbitration Party and in turn may name any other such person or entity as an Arbitration Party, provided however, that the Agency-Assisted Contractor or Contractor made an initial timely Demand for Arbitration pursuant to Section XIII.B. above.

D. Agency Request to AAA. Within seven (7) business days after service of a Demand for Arbitration, the Agency shall transmit to AAA a copy of the Demand for Arbitration, the Notice of Non-Qualification or Notice of Non-Compliance, and any written response thereto from the affected party. Such material shall be made part of the arbitration record.

E. Selection of Arbitrator. One arbitrator shall arbitrate the dispute. The arbitrator shall be selected from the panel of arbitrators from AAA by the parties to the arbitration in accordance with the AAA rules. The parties shall act diligently in this regard. If the Arbitration Parties fail to agree on an arbitrator within seven (7) days from the receipt of the panel, AAA shall appoint the arbitrator. A condition to the selection of any arbitrator shall be that person's agreement to render a decision within ninety (90) days from the arbitrator's fulfillment of the disclosure requirements set forth in California Code of Civil Procedure Section 1281.9.

F. Setting of Arbitration Hearing. A hearing shall be held within ninety (90) days of the date of the filing of the Request, unless otherwise agreed by the parties. The arbitrator shall set the date, time and place for the arbitration hearing(s) within the prescribed time periods by giving notice by hand delivery or first class mail to each Arbitration Party.

G. Discovery. In arbitration proceedings hereunder, discovery shall be permitted in accordance with Code of Civil Procedure §1283.05.

H. Burden of Proof. The burden of proof with respect to SBE status and/or Good Faith Efforts shall be on the Agency-Assisted Contractor and/or Contractor. The burden of proof as to all other alleged breaches by the Agency-Assisted Contractor and/or Contractor shall be on the Agency.

I. California Law Applies. Except where expressly stated to the contrary in this SBE Agreement, California law, including the California Arbitration Act, Code of Civil Procedure §§ 1280 through 1294.2, shall govern all arbitration proceedings.

J. Arbitration Remedies and Sanctions. The arbitrator may impose only the remedies and sanctions set forth below:

1. Order specific, reasonable actions and procedures, in the form of a temporary restraining order, preliminary injunction or permanent injunction, to mitigate the effects of the non-compliance and/or to bring any non-compliant Arbitration Party into compliance.

2. Require any Arbitration Party to refrain from entering into new contracts related to work covered by the Agency-Assisted Contract or this SBE Agreement, or from granting extensions or other modifications to existing contracts related to services covered by the Agency-Assisted Contract or this SBE Agreement, other than those minor modifications or extensions necessary to enable compliance with this SBE Agreement.

3. Direct any Arbitration Party to cancel, terminate, suspend or cause to be cancelled, terminated or suspended, any contract or portion(s) thereof for failure of any party to the arbitration to comply with any of the SBE Program requirements in the Agency-Assisted Contract or this SBE Agreement. Contracts may be continued upon the condition that a program for future compliance is approved by the Agency.

4. If any Arbitration Party is found to be in willful breach of its obligations hereunder, the arbitrator may impose a monetary sanction not to exceed Fifty Thousand Dollars (\$50,000.00) or ten percent (10%) of the base amount of the breaching party's contract, whichever is less, for each such willful breach; provided that, in determining the amount of any monetary sanction to be assessed, the arbitrator shall consider the financial capacity of the breaching party. No monetary sanction shall be imposed pursuant to this paragraph for the first willful breach of this SBE Agreement unless the breaching party has failed to cure after being provided notice and a reasonable opportunity to cure. Monetary sanctions may be imposed for subsequent willful breaches by any Arbitration Party whether or not the breach is subsequently cured. For purposes of this paragraph, "willful breach" means a knowing and intentional breach.

5. Direct any Arbitration Party to produce and provide to the Agency any records, data or reports which are necessary to determine if a violation has occurred and/or to monitor the performance of any Arbitration Party.

K. Arbitrator's Decision. The arbitrator shall make his or her award within twenty (20) days after the date that the hearing is completed; provided that where a temporary restraining order is sought, the arbitrator shall make his or her award not later than twenty-four (24) hours after the hearing on the motion. The arbitrator shall send the decision by certified or registered mail to each Arbitration Party.

L. Default Award; No Requirement to Seek an Order Compelling Arbitration. The arbitrator may enter a default award against any person or entity who fails to appear at the hearing, provided that: (1) said person or entity received actual notice of the hearing; and (2) the complaining party has a proof of service for the absent person or entity. In order to obtain a default award, the complaining party need not first seek or obtain an order to arbitrate the controversy pursuant to Code of Civil Procedure §1281.2.

M. Arbitrator Lacks Power to Modify. Except as otherwise provided, the arbitrator shall

have no power to add to, subtract from, disregard, modify or otherwise alter the terms of the Agency-Assisted Contract, this SBE Agreement or any other agreement between the Agency, the Agency-Assisted Contractor or Contractor or to negotiate new agreements or provisions between the parties.

N. Jurisdiction/Entry of Judgment. The inquiry of the arbitrator shall be restricted to the particular controversy which gave rise to the Demand for Arbitration. A decision of the arbitrator issued hereunder shall be final and binding upon all Arbitration Parties. The non-prevailing Arbitration Party(ies) shall pay the arbitrator's fees and related costs of arbitration (or reimburse the Arbitration Parties that advanced such arbitration fees and costs). Each Arbitration Party shall pay its own attorneys' fees, provided, however, that attorneys' fees may be awarded to the prevailing party if the arbitrator finds that the arbitration action was instituted, litigated, or defended in bad faith. Judgment upon the arbitrator's decision may be entered in any court of competent jurisdiction.

O. Exculpatory Clause. Agency-Assisted Contractor or Contractor (regardless of tier) expressly waive any and all claims against the Agency for damages, direct or indirect, including, without limitation, claims relative to the commencement, continuance and completion of construction and/or providing professional and consulting services ("the Work"). Agency-Assisted Contractor or Contractor (regardless of tier) acknowledge and agree that the procedures set forth herein for dealing with alleged breaches or failure to comply with the obligations and requirements of this SBE Agreement are reasonable and have been anticipated by the parties in securing financing, in inviting, submitting and receiving bids and proposals for the planning, design and construction of the improvements and in determining the times for commencement and completion of the planning, design and construction and/or for providing consulting, professional or personal services.

P. Severability. The provisions of this SBE Agreement are declared to be separate and severable. The invalidity of any clause, sentence, paragraph, subdivision, section or portion of this SBE Agreement or the invalidity of the application thereof to any person or circumstance shall not affect the validity of the remainder of this SBE Agreement or the validity of their application to other persons or circumstances.

Q. Arbitration Notice: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS SUCH RIGHTS ARE SPECIFICALLY INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY.

WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION TO NEUTRAL ARBITRATION.

Agency

Agency-Assisted Contractor

XV. AGREEMENT EXECUTION

I, hereby certify that I have authority to execute this SBE Agreement on behalf of the business, organization or entity listed below and that it will use good faith efforts to comply with the Agency's 50% SBE Participation Goals. I declare under penalty of perjury under the laws of the State of California that the above statement is true and correct.

Signature

Date

Print Your Name

Title

Company Name and Phone Number

Proposer's
Name: _____
Address: _____

Is your firm a Small Business Enterprise: Yes _____ No _____

Total SBE Participation Percentage proposed for this Contract: _____ %

Instructions: (1) Proposer is required to furnish the following information on ALL subcontractors/subconsultants that will perform work, provide labor or render services in connection with this contract. (2) Proposer MUST provide information below for ALL subcontractors/subconsultants/suppliers ("sub-bidders") that provided Proposer a bid, quote, or proposal for work, services or supplies associated with this contract. This information shall be provided for all sub-bidders regardless of tier for both SBEs and non-SBEs alike. Include all bid acceptance(s) AND rejection(s). Signature is required on this form.					
Subconsultant/Supplier Firm Name/Address/Phone/Email/Contact Person		SBE? (Yes/No)	Description of Work, Services, or Supplies	Dollar Amount of Work, Services, or Supplies	Proposal/Quote Accepted? (Yes/No)
1					
2					
3					
4					
5					

Note: Do not indicate more than one "Yes" in the column "Proposal/Quote Accepted" for alternative subconsultant for the same work. Use additional sheets if necessary.

The undersigned will enter into a formal agreement with the subconsultant(s) and/or supplier(s) whose proposal/quote was accepted conditioned upon execution of a contract with OCII. The undersigned certifies that any SBE listed above whose quote was accepted will be performing a commercially useful function on the contract. I certify under penalty of perjury that the information included on this form true and correct.

Signature _____

Date _____

Print Name and Title _____



OFFICE OF COMMUNITY INVESTMENT AND INFRASTRUCTURE (OCII)
(SUCCESSOR TO THE SAN FRANCISCO REDEVELOPMENT AGENCY)

DECLARATION FORM
Nondiscrimination in Contracts and Benefits

Section A

Is your company/organization currently certified by the City and County of San Francisco in compliance with Administrative Code 12B Equal Benefits Ordinance and will your company/organization ensure nondiscrimination in contracts and benefits pursuant to 12B on OCII contracts? If yes, please indicate below, skip Section B, and execute the Declaration in Section C. If no, please skip Section A and complete Sections B and C.

- ☐ My company/organization is certified and compliant with the 12B Equal Benefits Ordinance of the City and County of San Francisco and there has been no change in our 12B Declaration since certification. My company/organization agrees to ensure nondiscrimination in contracts and benefits pursuant to 12B on OCII contracts. (Please check box to affirm, if applicable)

Section B

1. Nondiscrimination—Protected Classes

- a. Is it your company/organization's policy that you will not discriminate against your employees, applicants for employment, employees of the Office of Community Investment and Infrastructure (successor to the San Francisco Redevelopment Agency) (Agency), or City and County of San Francisco (City), or members of the public for the following reasons:

- | | | |
|---------------------------|------------------------------|-----------------------------|
| • Race | ☐ Yes | ☐ No |
| • color | ☐ Yes | ☐ No |
| • Creed | ☐ Yes | ☐ No |
| • Religion | ☐ Yes | ☐ No |
| • ancestry | ☐ Yes | ☐ No |
| • national origin | ☐ Yes | ☐ No |
| • Age | ☐ Yes | ☐ No |
| • sex | ☐ Yes | ☐ No |
| • sexual orientation | ☐ Yes | ☐ No |
| • gender identity | ☐ Yes | ☐ No |
| • marital status | ☐ Yes | ☐ No |
| • domestic partner status | ☐ Yes | ☐ No |
| • Disability | ☐ Yes | ☐ No |
| • AIDS or HIV status | ☐ Yes | ☐ No |

- b. Do you agree to insert a similar nondiscrimination provision in any subcontract you enter into for the performance of a substantial portion of the contract that you have with the Agency or the City?

☐ Yes ☐ No

If you answered "no" to any part of Question 1a or 1b, the Agency or the City cannot do business with you.

2. Nondiscrimination—Equal Benefits (Question 2 does not apply to subcontracts or subcontractors)

- a. Do you provide, or offer access to, any benefits to employees with spouses or to spouses of employees?

☐ Yes ☐ No

- b. Do you provide, or offer access to, any benefits to employees with domestic partners (Partners) or to domestic partners of employees?

☐ Yes ☐ No

If you answered "no" to both Questions 2a and 2b, skip 2c and 2d, and sign, date and return this form. If you answered "yes" to Question 2a or 2b, continue to 2c.

- c. If "yes," please indicate which ones. This list is not intended to be exhaustive. Please list any other benefits you provide (even if the employer does not pay for them).

ATTACHMENT #4

Benefit	Yes, for Spouses	Yes, for Partners	No
• Medical (health, dental, vision)	☐	☐	☐
• Pension	☐	☐	☐
• Bereavement	☐	☐	☐
• Family leave	☐	☐	☐
• Parental leave	☐	☐	☐
• Employee assistance programs	☐	☐	☐
• Relocation and travel	☐	☐	☐
• Company discounts, facilities, events	☐	☐	☐
• Credit union	☐	☐	☐
• Child care	☐	☐	☐
• Other _____	☐	☐	☐
• Other _____	☐	☐	☐

- d. If you answered “yes” to Question 2a or 2b, and in 2c indicated that you do not provide equal benefits, you may still comply with the Policy if you have taken all reasonable measures to end discrimination in benefits, have been unable to do so, and now provide employees with a cash equivalent.

- (1) Have you taken all reasonable measures? ☐ Yes ☐ No
- (2) Do you provide a cash equivalent? ☐ Yes ☐ No

3. Documentation for Nondiscrimination in Benefits (Questions 2c and 2d only)

If you answered “yes” to any part of Question 2c or Question 2d, you must attach to this form those provisions of insurance policies, personnel policies, or other documents you have which verify your compliance with Question 2c or Question 2d. Please include the policy sections that list the benefits for which you indicated “yes” in Question 2c. If documentation does not exist, attach an explanation, e.g., some of your personnel policies are unwritten. If you answered “yes” to Question 2d(1) complete and attach form SFRA/CC-103, “Nondiscrimination in Benefits—Reasonable Measures Affidavit,” which is available from the Agency. You need not document your “yes” answer to Question 1a or Question 1b.

Section C

I declare (or certify) under penalty of perjury that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

Executed this _____ day of _____, 20____, at _____, _____
(City) (State)

Name of Company/Organization: _____

Doing Business As (DBA): _____

Also Known As (AKA): _____

General Address: _____

Remittance Address (if different from above): _____

Name of Signatory: _____ Title: _____

(Please Print)

Signature: _____

Phone Number: _____ Federal Tax Identification Number: _____

Approximate number of employees in the U.S.: _____ Vendor Number: _____
(if known)

- ☐ Check here if your address has changed.
- ☐ Check here if your organization is a non-profit.
- ☐ Check here if your organization is a governmental entity.

THIS FORM MUST BE RETURNED WITH THE ORIGINAL SIGNATURE

Please return this form to: Office of Community Investment and Infrastructure (successor to the San Francisco Redevelopment Agency), One South Van Ness Avenue, 5th Floor, San Francisco, CA 94103



Office of Community Investment and Infrastructure
INSTRUCTIONS FOR DECLARATION FORM
Nondiscrimination in Contracts and Benefits

A. What is the Nondiscrimination in Contracts Policy?

The Office of Community Investment and Infrastructure's Nondiscrimination in Contracts Policy (Policy) requires companies or organizations providing products or services to, or leasing a real property from, the Agency to agree not to discriminate against groups who are protected from discrimination under the Policy, and to include a similar provision in subcontracts and other agreements. Those provisions are the subjects of this form. The Policy is posted on the Web at: <http://sfocii.org/policies-and-procedures>.

If you do not comply with the Policy, the Agency cannot do business with you, except under certain very limited circumstances.

B. What Agency contracts are covered by the Policy?

- Contracts or purchase orders where the Agency purchases products, services or construction with contractors/vendors whose total amount of business with the Agency exceeds a cumulative amount of \$5,000 in a 12-month period.
- Leases of property owned by the Agency for a term of 30 days or more. In these cases, the Agency is the landlord. The Policy also applies to leases for a term of 30 days or more where the Agency is the tenant.

C. What are the groups protected from discrimination under the Policy?

You may not discriminate against:

- your employees
- an applicant for employment
- any employee of the Agency or the City and County of San Francisco
- a member of the public having contact with you.

D. What are prohibited types of discrimination?

You may not discriminate against the specified groups for the following reasons (see Question 1a on the declaration form).

- | | |
|----------------------|---------------------------|
| • race | • color |
| • creed | • religion |
| • ancestry | • national origin |
| • age | • sex |
| • sexual orientation | • gender identity |
| • marital status | • domestic partner status |
| • disability | • AIDS/HIV status |

In the provision of benefits, you also may not discriminate between employees with spouses and employees with domestic partners, or between the spouses and domestic partners of employees, subject to the conditions listed in F.2 below.

E. How are subcontracts affected?

For any subcontract, sublease, or other subordinate agreement you enter into which is related to a contract you have with the Agency, you must include a nondiscrimination provision (See Question 1b on the Declaration Form). The subcontracting provision need not include nondiscrimination in benefits as part of the nondiscrimination requirements. If you're unsure whether a contract qualifies as a subcontract, contact the Agency division administering your contract with the Agency. "Subcontract" also includes any subcontract of your subcontractor for performance of 10% or more of the subcontract.

INSTRUCTIONS FOR DECLARATION FORM
Nondiscrimination in Contracts and Benefits

F. Nondiscrimination in benefits for spouses and domestic partners

1. Who are domestic partners?

If your employee and another person are currently registered as domestic partners with a state, county or city that authorizes such registration, then those two people are domestic partners. It doesn't matter where the domestic partners now live or whether they are a same-sex couple or an opposite sex couple. A company/organization may also institute its own domestic partnership registry (contact the Agency for more information).

2. What is nondiscrimination in benefits?

You must provide the same benefits to employees with spouses and employees with domestic partners, and to spouses and domestic partners of employees, subject to the following qualifications (See Question 2c on the Declaration Form).

- If your cost of providing a benefit for an employee with a domestic partner exceeds that of providing it for an employee with a spouse, or vice versa, you may require the employee to pay the excess cost.
- If you are unable to provide the same benefits, despite taking all reasonable measures to do so, you must provide the employee with a cash equivalent. This qualification is intended to address situations where your benefits provider will not provide equal benefits and you are unable to find an alternative source or state or federal law prohibit the provision of equal benefits. (See Question 2d on the Declaration form).
- The Policy does not require any benefits be offered to spouses or domestic partners. It does require, however, that whatever benefits are offered to spouses be offered equally to domestic partners, and vice versa.

3. Examples of benefits

The law is intended to apply to all benefits offered to employees with spouses and employees with domestic partners. A sample list appears in Question 2c on the Declaration Form.

G. Form required

Complete the Declaration Form to tell the Agency whether you comply with the Policy. All parties to a Joint Venture must submit separate Declarations.

Please submit an original of the Declaration Form and keep a copy for your records. If an Agency division should ask you to complete the form again, you may submit a copy of the form you originally submitted (if the information has not changed), unless you are advised otherwise.

H. Attachments

If you provide equal benefits, as indicated by your answers to Question 2c on the Declaration form, **YOU MUST ATTACH DOCUMENTATION TO THIS FORM**, unless such documentation does not exist. See item 3, "Documentation for Nondiscrimination in Benefits." If documentation does not exist, attach an explanation (e.g., some of your policies are unwritten).

I. If your answers change

If, after you submit the Declaration, your company/organization's nondiscrimination policy or benefits change such that the information you provided to the Agency is no longer accurate, you must advise the Agency promptly by submitting a new Declaration.

ATTACHMENT #5

MINIMUM COMPENSATION POLICY (MCP) DECLARATION

What the Policy does. The Office of Community Investment and Infrastructure (OCII) (Successor Agency to the San Francisco Redevelopment Agency) adopted the Minimum Compensation Policy (MCP), which became effective on September 25, 2001. The MCP requires contractors and subcontractors to provide the following to their employees covered by the MCP on OCII contracts and subcontracts for services: for Commercial Business MCP the wage rate is \$13.34 per hour effective January 1, 2016; for Nonprofit MCP the wage rate is \$12.25 per hour effective May 1, 2015 and \$13.00 per hour effective July 1, 2016. The Minimum Compensation rate is adjusted on January 1 each year. In addition, 12 paid days off per year (or cash equivalent) and 10 days off without pay per year shall be offered.

The OCII may require contractors to submit reports on the number of employees affected by the MCP.

Effect on OCII contracting. For contracts and amendments signed on or after September 25, 2001, the MCP will have the following effect:

- in each contract, the contractor will agree to abide by the MCP and to provide its employees the minimum benefits the MCP requires, and to require its subcontractors subject to the MCP to do the same.
- if a contractor does not provide the MCP minimum benefits, OCII can award a contract to that contractor only if the contract is exempt under the MCP, or if the contract has received a waiver from OCII.

What this form does. Your signed declaration will help OCII's contracting practice. Sign this form if you can assure OCII that, beginning with the first OCII contract or amendment you receive after September 25, 2001 and until further notice, you will provide the minimum benefit levels specified in the MCP to your covered employees, and will ensure that your subcontractors also subject to the MCP do the same.

If you cannot make this assurance now, please do not return this form.

For more information, please see the complete text of the MCP, available from the OCII's Contract Compliance Department at (415) 749-2400 or <http://www.sfocii.org/index.aspx?page=126>.

Routing. Return this form to: Contract Compliance Department, Office of Community Investment and Infrastructure (Successor to the San Francisco Redevelopment Agency), 1 South Van Ness, Fifth Floor, San Francisco, CA 94103.

Declaration

Effective with the first OCII contract or amendment this company receives on or after September 25, 2001, this company will provide the minimum benefit levels specified in the MCP to our covered employees, and will ensure that our subcontractors also subject to the MCP do the same, until further notice. This company will give such notice as soon as possible.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Signature

Date

Print Name

Company Name

Phone

ATTACHMENT #6

HEALTH CARE ACCOUNTABILITY POLICY (HCAP) DECLARATION

What the Policy does. The Office of Community Investment and Infrastructure (“OCII”) (as Successor Agency to the Redevelopment Agency) adopted the San Francisco Health Care Accountability Policy (the “HCAP”), which became effective on September 25, 2001. The HCAP requires contractors and subcontractors that provide services to OCII, contractors and subcontractors that enter into leases with OCII, and parties providing services to tenants and sub-tenants on OCII property to choose between offering health plan benefits to their employees or making payments to OCII or directly to their employees.

Specifically, contractors can either: (1) offer the employee minimum standard health plan benefits approved by the OCII Commission; (2) pay OCII \$4.50 per hour for each hour the employee works on the covered contract or subcontract or on property covered by a lease (but not to exceed \$180 in any week) and OCII will appropriate the money for staffing and other resources to provide medical care for the uninsured (rates and amounts effective July 1, 2015 and subject to annual change).

The OCII may require contractors to submit reports on the number of employees affected by the HCAP.

Effect on OCII contracting. For contracts and amendments signed on or after September 25, 2001, the HCAP will have the following effect:

- in each contract, the contractor will agree to abide by the HCAP and to provide its employees the minimum benefits the HCAP requires, and to require its subcontractors to do the same.
- if a contractor does not provide the HCAP’s minimum benefits, OCII can award a contract to that contractor **only if** the contract is exempt under the HCAP, or if the contract has received a waiver from OCII.

What this form does. Your signed declaration will help OCII’s contracting practice. Sign this form if you can assure OCII that, beginning with the first OCII’s contract or amendment you receive after September 25, 2001 and until further notice, you will provide the minimum benefit levels specified in the HCAP to your covered employees, and will ensure that your subcontractors also subject to the HCAP do the same.

If you cannot make this assurance now, please do not return this form.

For more information, please see the complete text of the HCAP, available from the OCII’s Contract Compliance Department at: (415) 749-2400.

Routing. Return this form to: Contact Compliance Department, Office of Community Investment and Infrastructure (Successor to the San Francisco Redevelopment Agency), 1 South Van Ness Avenue, Fifth Floor, San Francisco, CA 94103.

Declaration

Effective with the first OCII contract or amendment this company receives on or after September 25, 2001, this company will provide the minimum benefit levels specified in the HCAP to our covered employees, and will ensure that our subcontractors also subject to the HCAP do the same, until further notice. This company will give such notice as soon as possible.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Signature

Date

Print Name

Company Name

Phone

ATTACHMENT #7

DISCLOSURE QUESTIONS

Instructions: Please respond completely to each question listed below using the space provided. Use a separate sheet of paper, if necessary. Please state “No” or “None” when appropriate. Do not leave a question blank or state “N/A”. If the applicant¹ is an individual, then the information relative to that individual should be disclosed. If the applicant is a group or joint venture, then information relative to each member of the group or entities that comprise the joint venture should be disclosed. If the applicant is a corporation, then the information relative to the corporation should be disclosed.

1. Has applicant ever defaulted on a loan or other financial obligation? This includes all affiliate corporations and partnerships in which applicant is a general partner. If so, please describe the circumstances including dates and current status.

Answer: _____

2. Are there any prior or pending legal proceedings, actions, convictions or judgments that have been filed against applicant or its wholly owned subsidiaries, or any prior or pending arbitrations or mediations. If so, provide dates the complaints were filed and the present status of the litigation or the status of the arbitrations or mediations.

Answer: _____

3. Are there any prior or pending administrative complaint/hearing against, or any debarment or suspension of, or other administrative determination by any federal, state or local government entity relating to applicant, against any of applicant’s affiliated corporations, partnerships in which applicant is a general partner, or other business entity. If so, please describe the circumstances including dates, agency or body conducting the investigation or inquiry and the current status.

Answer: _____

4. Has applicant or its wholly owned subsidiaries ever filed for bankruptcy. Please include dates and jurisdiction of filing, the reason, and current status.

Answer: _____

¹ For the purposes of this RFQ, the term “applicant” shall mean and refer to the respondent to this RFQ regardless of legal form. Thus applicant applies to individuals, sole proprietorships, joint ventures, unincorporated associations, partnerships, LLCs, LLPs, corporations (whether for profit, nonprofit, California or out of state) and any other entity legally entitled to do business in the State of California.

5. Describe any business, property, gifts, loans, investments or other financial relationships applicant, its individual principals, corporation, LLC, LLP or any of applicant's affiliated corporations or partnerships in which applicant is a general partner, or other business entity, with any member of the Agency Commission or his/her immediate family which are financial interest as defined by Section 87103 of the Fair Political Practices Act.²

Answer: _____

Applicant(s) hereby certify under penalty of perjury under the laws of the State of California that all information provided in the Disclosure Questionnaire is true and correct.

Date: _____ Signed: _____

² In summary Government Code Section 87100 requires any public officials participating in making decisions to refrain from using their official position to influence a governmental decision in which they know or has reason to know they have a financial interest. Section 87103 defines a financial interest as one that has a material, financial effect on the official or a member of their immediate family as follows: business interest – over \$2,000; real property interest – over \$2,000; other source of income within 12 months before the decision – over \$500; gift or intermediary for donor of gift within 12 months - \$250; business entity in which the official is a director, officer, partner, trustee, employee or holds a position of management. See Government Code Section 87103 for the complete definition.

ATTACHMENT #8

STATEMENT OF COMPLIANCE WITH AGENCY POLICIES & CERTIFICATION OF BIDDER

Applicant(s) _____ agrees to comply with all of the Agency's policies, including but not limited to insurance and indemnification requirements found in this RFP and conditions in the Personal Services Contract template (**Attachment #11**).

Applicant(s) hereby certifies that is in good standing with federal, state, and local regulatory bodies, and is authorized to conduct business and provide the goods and/or services requested in this RFP.

The undersign hereby certifies under penalty of perjury under the laws of the State of California that the foregoing statements and all information provided in Applicant's proposal in response to this RFP are true and correct.

Date: _____

Signed: _____

Print Name: _____

Title: _____

ATTACHMENT #9

Office of
Community Investment and Infrastructure

BAYVIEW HUNTERS POINT EMPLOYMENT AND CONTRACTING POLICY

Adopted December 4, 2007

San Francisco Redevelopment Commission Resolution No. 127-2007

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I. PURPOSE

A. Purpose

1. Pursuant to California Community Redevelopment Law (“**CRL**”) and consistent with long standing practice, the Office of Community Investment and Infrastructure (“**Agency**”) hereby adopts this Employment and Contracting Policy to ensure training and employment opportunities for lower-income residents in the Bayview Hunters Point (“**BVHP**”) Redevelopment Project Area, including residents in the 94124 zip code, subject to the criteria set forth below.

2. In adopting the BVHP Redevelopment Plan, the Agency and the City and County of San Francisco (“**City**”) have made a commitment to vigorous equal opportunity and diversity in employment. Thus, the Agency has proposed programs to encourage local hiring and contracting by the private sector engaged in development in the Project Area.

3. This BVHP Employment and Contracting Policy is designed to ensure that Agency Action Projects and private Significant Projects (which do not receive Agency assistance), provide employment opportunities for lower-income BVHP Residents and San Francisco Residents in the areas of construction, professional services, and permanent jobs. This Policy will supplement and not supplant the existing Agency employment and contracting policies found in the Agency’s Equal Opportunity Program and the Agency Purchasing Policy, which are briefly summarized in Section X. The Employment and Contracting Policy seeks to provide economic benefits to existing BVHP Residents and San Francisco Residents from redevelopment activities within the Project Area. BVHP Residents have disproportionately lower income levels. As part of this policy, residents will be referred by the CBOs (defined below) that serve San Francisco lower-income residents. Therefore, the BVHP residential preference fulfills the purpose of providing economic opportunity to lower-income residents.

4. This Employment and Contracting Policy meets or exceeds the requirements of the City of San Francisco’s Administrative Code Chapter 83 (First Source policy) and CityBuild Program. Thus, entering into and complying with the terms of an Employment and Contracting Policy Agreement will satisfy the requirements of the City’s First Source Policy. It is also intended to satisfy the requirements of Health and Safety Code Section 33422.3 which states that for any contract over \$100,000, the Agency may set specific percentages by craft or trade for the employment of available project area residents.

5. The Agency is committed to facilitating Project Sponsor, Contractor and Employer access to and the hiring of qualified BVHP and San Francisco Residents. To further this goal, the Agency will continue to contract with CBOs to provide education and referral programs and services which will allow BVHP and San Francisco Residents to be considered for employment.

6. The Agency and the Planning Department of the City and County of San Francisco (“**Planning**”) entered into a delegation agreement as of September 19, 2006 (the “**Delegation Agreement**”). Per the Delegation Agreement, Planning shall not approve a Significant Project in the Project Area unless the Project Sponsor has entered into an Employment and Contracting Agreement(s) with the Agency. Ongoing compliance with such Agreements(s) shall become a condition of the permit.

7. This Employment and Contracting Policy shall be effective on or after December 4, 2007 (“**Effective Date**”).

8. The Agency and the PAC shall review the effectiveness of the new Employment and Contracting Policy after one (1) year of implementation.

II. HIRING GOALS

A. Construction Workforce Hiring Goal

1. The Employment and Contracting Policy has a goal that **fifty percent (50%)** of construction workforce hires for each trade be qualified BVHP Residents and then San Francisco Residents with First Consideration to BVHP Residents. This goal is expressed as a percentage of each Contractor's total hours of employment and training by trade on the project. The procedure for meeting the construction workforce goal is set forth in Section VII.

B. Permanent / Temporary Workforce Goal

1. The Employment and Contracting Policy has a goal that **fifty percent (50%)** of permanent / temporary workforce hires be qualified BVHP Residents and then San Francisco Residents with First Consideration given to BVHP Residents. The procedure for meeting the permanent / temporary workforce goal is set forth in Section IX.

C. Trainee Goals

1. The Employment and Contracting Policy requires that all design professionals (architects, engineers, planners, and environmental consultants) on contracts over \$100,000, hire qualified BVHP Residents and then San Francisco Residents with First Consideration given to BVHP Residents as trainees. The trainee hiring goal for architects, engineers and other design professionals is based upon the total amount of the design professional's contract as follows:

<u>Trainees</u>	<u>Design Professional Fees</u>
0	\$ 0 - \$ 99,000
1	\$100,000 - \$ 249,999
2	\$250,000 - \$ 499,999
3	\$500,000 - \$ 999,999
4	\$1,000,000 - \$1,499,999
5	\$1,500,000 - \$1,999,999
6	\$2,000,000 - \$4,999,999
7	\$5,000,000 - \$7,999,999
8	\$8,000,000 - or more

2. The procedure for meeting the trainee hiring goal is set forth in Section VIII.

III. DEFINITIONS

1. Agency-Action Project means, as applicable, the Agency's funding (including conduit bond financing), acquisition, disposition, or development of property through a Development and Disposition Agreement ("DDA"), Owner Participation Agreement ("OPA"), loan agreement, grant agreement or other transactional and/or funding documents between a Project Sponsor and the Agency, provided however, that the Agency's Model Block Program is excluded from this definition, as it will contain its own local hiring and contracting requirements.

2. **Agency Compliance Officer** means the Agency's Contract Compliance Specialist assigned to oversee the Project Sponsor's compliance with the requirements of the Employment and Contracting Policy Agreement.

3. **Agreement** means an Employment and Contracting Agreement entered into between the Agency and the Project Sponsor pursuant to this Employment and Contracting Policy.

4. **Arbitration Parties** means the Agency, Project Sponsor, Contractors, Employers and all persons who attend the arbitration hearing pursuant to Section XII, as well as those persons and Project Sponsors who are subject to a default award provided that all of the requirements in Section XII (11) have been met.

5. **BVHP Resident** means, for the purposes of this Employment and Contracting Policy only, any person who resides in the BVHP Project Area or within the 94124 zip code as it is defined on the Effective Date.

6. **CBO** means any community based organization that provides training, education and referral services to BVHP Residents, including but not limited to:

Young Community Developers, Inc., 1715 Yosemite Avenue, San Francisco, CA 94124, (415) 822-3491;

Mission Hiring Hall, 3042 – 16th Street, San Francisco, CA 94103, (415) 626-1919 (Construction jobs only);

South of Market Employment Center, 288 – 7th Street, San Francisco, CA 94103, (415) 865-2105 (Permanent Jobs only) and

Ella Hill Hutch Community Center, 1050 McAllister Street, San Francisco, CA 94115, (415) 921-6276

7. **City** means the City and County of San Francisco.

8. **Commercial Project** means (for purposes of this Employment and Contracting Policy only): (1) any building permit application for a commercial activity over 25,000 square feet in floor area and involving new construction, an addition, or alteration which results in over \$2,000,000 in improvements as stated on the City's building permit application (including any tenant improvements covered by said building permit); or (2) any application which requires discretionary action by the City's Planning Commission relating to a commercial activity over 25,000 square feet including, but not limited to conditional use project authorization under San Francisco Planning Code section 309, and office development under San Francisco Planning Code Sections 320, et seq.

9. **Contractor** means any person(s), firm, partnership, corporation (whether for profit or nonprofit), or combination thereof, who is a general contractor, subcontractor (regardless of tier) or consultant working on: (i) an Agency Action Project, (ii) a Significant Project in the Project Area, or (iii) a development project when the Project Sponsor has voluntarily subscribed to this Employment and Contracting Policy.

10. **Delegation Agreement** means the delegation agreement between the Agency and Planning dated September 19, 2006 as such agreement may be amended from time to time.

11. **Employer** means any person(s), firm, partnership, corporation (whether for profit or nonprofit), or combination thereof, who owns or operates a retail or commercial business which is part of: (i) an Agency Action Project, (ii) a Significant Project in the Project Area, or (iii) a

development project when the Project Sponsor has voluntarily subscribed to this Employment and Contracting Policy.

12. **Employment and Contracting Agreement or (“Agreement”)** means the written agreement entered into between the Project Sponsor and the Agency which details the particular requirements the Project Sponsor must meet in order to be in compliance with this Employment and Contracting Policy.

13. **First Consideration** means that a Project Sponsor, Contractor and/or Employer shall give first consideration to qualified BVHP Residents in accordance with Section VII.A. (6) - (8) of this Employment and Contracting Policy and then to San Francisco residents for hiring opportunities in the areas of construction workforce, permanent / temporary workforce and trainee hires prior to offering the hiring opportunity to other applicants.

14. **Housing Project** means (for purposes of this Employment and Contracting Policy only) new construction, an addition, a conversion, or substantial rehabilitation that results in the creation or addition of ten or more residential units.

15. **PAC** means the Bayview Hunters Point Project Area Committee.

16. **Planning** means the Planning Department and/or the Planning Commission of the City and County of San Francisco.

17. **Position** means a permanent / temporary position not related to construction or construction trades.

18. **Project Area** means the Bayview Hunters Point Project Areas as delineated in the Bayview Hunters Point Redevelopment Plan, adopted June 1, 2006 and recorded June 23, 2006, (Document Number 2006I199495) as it may be amended from time to time.

19. **Project Sponsor** means the developer of commercial space or new housing units defined herein as a Significant Project in the Project Area.

20. **San Francisco Resident** means any person who resides in the City and County of San Francisco.

21. **Significant Project** means, for purposes of this Employment and Contracting Policy only, a Commercial Project or Housing Project as defined in this Employment and Contracting Policy.

IV. APPLICATION OF POLICY BY PROJECT TYPE ¹

A. **Agency Action Projects**

1. The Employment and Contracting Policy is mandatory for Agency Action Projects. Agency Action Projects will require the Project Sponsor to execute an Employment and Contracting Agreement with the Agency as a condition of approval. The construction workforce goal, permanent / temporary workforce goal and the trainee hiring goal for professional services contracts all apply to this type of project.

¹ Page 24 contains a BVHP Employment and Contracting Policy Matrix which also gives an overview of the application of the policy by project type.

2. Additionally, the Agency's Small Business Enterprise ("SBE") Program, as amended from time to time, will apply when Project Sponsors on Agency Action Projects contracts for professional / personal services related to the project, such as planning studies, building and/or landscape design, economic or feasibility studies, community outreach services, printing or graphic production. The SBE participation goal is a good faith effort that 50% of the subcontracting opportunities go to Agency certified SBEs with First Consideration given to SBEs within the Project Area.

3. In addition to the local hiring and small business contracting programs listed above, Project Sponsors will be **required to comply** with the Agency's Equal Opportunity Program which include:

- Nondiscrimination in Contracts and Equal Benefits Policy
- Minimum Compensation Policy
- Health Care Accountability Policy
- Agency Prevailing Wage Policy (Labor Standards)

4. The Agency's Equal Opportunity Program is described briefly in Section X.

5. The requirements of the Employment and Contracting Policy and the Agency's Equal Opportunity Policies will be incorporated into an Agreement. The Agency's Executive Director will review and approve the Agreement on behalf of the Agency. Adherence to the Agreement shall be monitored by the Agency's Contract Compliance Division. Agency staff shall periodically report to the BVHP PAC and the Agency Commission on the compliance status of Agency Action Projects.

B. Private Significant Projects

1. The Employment and Contracting Policy is mandatory for private Significant Projects (not requiring Agency assistance) in the Project Area that exceed the following thresholds:

- **Housing Projects:** new construction, an addition, a conversion, or substantial rehabilitation that results in the creation or addition of ten or more residential units ; or
- **Commercial Projects:** (1) any building permit application for a commercial activity over 25,000 square feet in floor area and involving new construction, an addition, or alteration which results in over \$2,000,000 in improvements as stated on the City's building permit application (including any tenant improvements covered by said building permit); or (2) any application which requires discretionary action by the City's Planning Commission relating to a commercial activity over 25,000 square feet including, but not limited to conditional use project authorization under San Francisco Planning Code section 309, and office development under San Francisco Planning Code Sections 320, et seq.

2. Private Significant Projects shall be entitled by Planning as set forth in the Delegation Agreement and will require the Project Sponsor to execute an Employment and Contracting Agreement with the Agency as a condition of approval. The construction workforce

goal, permanent / temporary workforce goal and the trainee hiring goal for professional services contracts all apply to this type of project.

3. In addition to the hiring program, Project Sponsors will be encouraged to subscribe **voluntarily** to the Agency's Equal Opportunity Program which include:

- Small Business Enterprise Program
- Nondiscrimination in Contracts and Equal Benefits Policy
- Minimum Compensation Policy
- Health Care Accountability Policy
- Prevailing Wage Provisions (Labor Standards)

4. The Agency's Equal Opportunity Program is described briefly in Section X.

5. The mandatory programs and the programs which the Project Sponsor has voluntarily subscribed to, if any, will be incorporated into an Agreement and at that point become mandatory. The Agency's Executive Director will review and approve the Agreement on behalf of the Agency. Adherence to the Agreement shall be monitored by the Agency's Contract Compliance Division. Agency staff shall periodically report to the BVHP PAC and the Agency Commission on the compliance status of private Significant Projects.

C. CityBuild and Public Improvements

1. While not part of the Employment and Contracting Policy, the CityBuild workforce initiative applies to all public infrastructure and other public improvements projects that the City funds in the Project Area. CityBuild is an initiative of the Mayor's Office of Economic and Workforce Development, in partnership with other City departments that utilizes City-sponsored construction as a vehicle to deliver training and employment opportunities to San Francisco residents. When the Agency is providing additional funding for a City funded public project, Agency staff shall work with CityBuild and the lead City department to consider implementation of elements of the Agency Employment and Contracting Policy as well as the Equal Opportunity Program.

2. The purpose of CityBuild is to ensure equal employment opportunities for San Francisco residents of all backgrounds and genders in construction workforce activities provided under City-sponsored construction projects. CityBuild establishes a goal of 50% participation for San Francisco residents in each trade for total hours worked on a project. CityBuild creates a single, responsible and accountable entity, Mayor's Office of Economic and Workforce Development, to direct construction employment and training efforts across projects and departments and develops trained, committed men and women to become the construction workforce of the future.

3. The Agency's Equal Opportunity Program is described briefly in Section X.

D. Small Private Projects

1. The Employment and Contracting Policy does not mandate local hiring or contracting for purely private projects that fall below the threshold of Significant Projects. However, Project Sponsors will be encouraged to subscribe **voluntarily** to the following Agency's Equal Opportunity Programs and other policies which include:

- BVHP Employment and Contracting Policy
 - Small Business Enterprise Policy
 - Nondiscrimination in Contracts and Equal Benefits Policy
 - Minimum Compensation Policy
 - Health Care Accountability Policy
 - Agency Prevailing Wage Policy (Labor Standards)
2. The Agency's Equal Opportunity Program is described briefly in Section X.

V. TERM

1. The term for meeting the obligations under the Employment and Contracting Policy (“**Term**”) shall be as follows:

For Construction Workforce – From the date of the Employment and Contracting Agreement until two (2) years thereafter or the expiration of the building permit for the project, whichever is later.

For Trainee Hiring – From the date of the Employment and Contracting Agreement until two (2) years thereafter or the expiration of the building permit for the project, whichever is later.

For Permanent / Temporary Workforce – Up to ten (10) years from the date of the temporary certificate of occupancy per building , as determined through good faith negotiations between the Project Sponsor and the Agency based upon the anticipated number of permanent and/or temporary positions created by the Project.

VI. APPLICABLE COMMUNITY REDEVELOPMENT LAWS

1. The Employment and Contracting Policy is designed to further the objectives of the Community Redevelopment Law that redevelopment project areas support local businesses and lower-income BVHP Residents in the revitalization efforts of the Agency. Specifically, the Community Redevelopment law (which is codified in the California Health and Safety Code) states:

33422.1. Preference in Awarding Contracts to Local Businesses.

To the greatest extent feasible, contracts for work to be performed in connection with any redevelopment project shall be awarded to business concerns which are located in, or owned in the substantial part by persons residing in, the project area.

33422.3. Agency Specification of Workmen to be Lower-Income Project Area Residents for Certain Contracts.

To insure training and employment opportunities for lower-income project area residents, the agency may specify in the call for bids for any contract over one hundred thousand dollars (\$100,000) for work to be performed in connection with any redevelopment project that project area residents, if available, shall be employed for a specified percentage of each craft or type of workmen needed to execute the contract or work.

33423. Prevailing Wage Rates Required.

Before awarding any contract for such work to be done in a project, the agency shall ascertain the general prevailing rate of per diem wages in the locality in which the work is to be performed, for each craft or type of workman needed to execute the contract or work, and shall specify in the call for bids for the contract and in the contract such rate and the general prevailing rate for regular holiday and overtime work in the locality, for each craft or type of workman needed to execute the contract.

33424. Payment of Prevailing Wages.

The contractor to whom the contract is awarded and any subcontractor under him shall pay not less than the specified prevailing rate of wages to all workmen employed in the execution of the contract.

33425. Penalty for Noncompliance with Prevailing Wages.

As a penalty to the agency which awarded the contract, the contractor shall forfeit ten dollars (\$10) for each calendar day or portion thereof for each workman paid less than the stipulated prevailing rates for any public work done under the contract by him or by any subcontractor under him. A stipulation to this effect shall be included in the contract.

33426. Record of Wages.

Each contractor and subcontractor shall keep an accurate record showing the name, occupation, and actual per diem wages paid to each workman employed by him in connection with the work. The record shall be kept open at all reasonable hours to the inspection of the agency.

VII. CONSTRUCTION WORKFORCE HIRES²

A. Procedures For Construction Workforce Hires

1. Compliance with the Policy

The Project Sponsor agrees and will require each Contractor and all subcontractors to use its good faith efforts to employ 50% of its construction workforce hires by trade and by hours from qualified BVHP Residents and then San Francisco Residents with First Consideration to BVHP Residents. Project Sponsors and Contractors will be deemed in compliance with this Employment and Contracting Policy by meeting or exceeding the goal or by taking the following steps in good faith towards compliance.

2. Execute Employment and Contracting Agreement

The Project Sponsor shall execute an Agreement which details the requirements of the Employment and Contracting Policy, as well as the Agency's Equal Opportunity Program, if applicable. The Project Sponsor shall incorporate by reference or attach the Agreement to its contract with the general contractor. The general contractor shall do the same in its contracts with

² The same procedure for construction workforce hires applies to all Project Sponsors regardless of whether the project is an Agency Action, private Significant Project, or small Private Project when the Project Sponsor has voluntarily subscribed to the Employment and Contracting Policy.

its subcontractors. Thus, each Contractor will be obligated to comply with the terms of the Agreement. The Project Sponsor and/or Contractors shall retain the executed Agreements and make them available to the Agency Compliance Officer upon request.

3. **Submission of Labor Force Projections and Other Data**

The general contractor shall submit, to the extent available, labor force projections to the Compliance Officer within two (2) weeks of award.

4. **Submit Subcontractor Information Form**

The general contractor shall submit to the Compliance Officer the Subcontractor Information Forms, twenty-four (24) hours prior to the preconstruction meeting. The Subcontractor Information Forms are available from the Compliance Officer upon request.

5. **Preconstruction Meeting**

The general contractor shall hold a preconstruction meeting which shall be attended by the Compliance Officer, the CBO assigned to the proposed project, all prime contractor(s) and all subcontractor(s). The preconstruction meeting shall be scheduled between two (2) days and thirty (30) days prior to the start of construction at a time and place convenient to all attendees. The purpose of the meeting is to discuss: the hiring goals, workforce composition, role of the CBOs, worker referral process, certified payroll reporting, procedure for termination and replacement of workers covered by this policy and to explore any anticipated problems in complying with the Employment and Contracting Policy. All questions regarding how this Employment and Contracting Policy applies to the Project Sponsor, general contractor, subcontractors and consultants should be answered at this meeting. Failure to hold or attend at least one (1) preconstruction meeting will be a breach of this Employment and Contracting Policy that may result in the Agency ordering a suspension of work until the breach has been cured. Suspension under this provision is not subject to arbitration.

6. **Submit Construction Worker Request Form**

For the Term of the Agreement, each time the Project Sponsor or Contractor seeks to hire workers for the construction or rehabilitation of improvements, they must first submit, by fax, email or hand delivery, an executed construction worker request form to the CBO. Preferably this request will be submitted at least two (2) business days before the workers are needed. However, requests with less than two (2) business days notice will be accepted. The construction worker request form will indicate generally: the number of workers needed, duration needed, required skills or trade and date/time to report. The construction worker request form is available from the CBO or Compliance Officer upon request.

7. **Response from CBO**

The CBO shall respond, in writing, via fax, email or hand delivery to each request for construction workers. The response shall state that the CBO was able to satisfy the request in full, in part or was unable to satisfy the request. The CBOs shall look to their own referral lists, as well as confer with other CBOs and CityBuild in an attempt to find qualified BVHP Residents and San Francisco Residents. If the CBO is able to satisfy the request in full or in part, it shall direct the qualified BVHP Resident(s) or San Francisco Resident(s) to report to the Contractor on the date and

time indicated in the request. If the CBO is unable to satisfy the request, then the CBO shall send a fax or email stating that no qualified BVHP Residents or San Francisco Residents are currently available.

8. Action by Contractor When Referrals Available

The Project Sponsor or Contractor whose request has been satisfied in full or in part shall make the final determination of whether the BVHP Residents or San Francisco Residents are qualified for the positions and the ultimate hiring decision. The Agency strongly encourages the Contractor to hire the qualified BVHP Residents or San Francisco Residents referred by the CBO. However, if the Contractor finds the BVHP Residents or San Francisco Residents are not qualified, then the Contractor shall send the BVHP Residents or San Francisco Residents back to the CBO. Before the close of business on the same day, the Contractor shall fax or email a statement addressed to the CBO stating in detail the reason(s) the BVHP Residents or San Francisco Residents were not qualified or the reason(s) for not hiring the BVHP Residents or San Francisco Residents. The CBO shall, within one (1) business day of receipt of the fax or email, send new qualified BVHP Residents or San Francisco Residents that meet the legitimate qualifications set by the Contractor or alternatively, send a fax or email stating that no qualified BVHP Residents or San Francisco Residents are currently available.

9. Action by Contractor When Referrals Unavailable

If a Contractor receives a response from the CBO stating that no qualified BVHP Residents or San Francisco Residents are currently available, then the Contractor may hire the number of construction workers requested from the CBO, using its own recruiting methods, giving first consideration to BVHP Residents and then San Francisco Residents. Any additional new construction workforce hires (including the replacement of any terminated workers) must comply with this Employment and Contracting Policy, unless the Contractor has already met or exceeded the goal. The Contractor must keep a copy of the response it receives from the CBO as proof of compliance and submit a copy of each response received to the Agency Compliance Officer upon request.

10. Action by Contractor When No Response From CBO

If a Contractor has not received a response to its construction worker request from the CBO within two (2) business days, then the Contractor should immediately advise the Agency Compliance Officer by phone, fax or email. The Agency Compliance Officer or his/her designee shall cause a response to be sent to the Contractor within two (2) business days of being notified. If the Contractor does not receive a response from the CBO within four (4) business days (the original two (2) business days plus the additional two (2) business days), then the Contractor may hire the number of construction workers requested from the CBO, using its own recruiting methods, giving first consideration to BVHP Residents and then San Francisco Residents. Any construction workforce hires (including the replacement of any terminated workers) must comply with this Employment and Contracting Policy, unless the Contractor has already met or exceeded the goal. The Contractor must keep a copy of the response it receives from the CBO as proof of compliance and submit a copy of each response received to the Agency Compliance Officer upon request. This Employment and Contracting Policy is intended to provide qualified BVHP and San Francisco

Residents with employment opportunities without causing undue delay in hiring needed construction workers.

11. **Action by Contractor When No Response From Union**

The Contractor should immediately advise the Agency Compliance Officer by phone, fax or email when the Contractor has sent a qualified BVHP Resident or San Francisco Resident to a union hall for referral in accordance with a collective bargaining agreement and the union did not refer the qualified BVHP or San Francisco Resident back for employment or when the union referral process impedes the Contractor's ability to meet its obligations under this policy. Conflicts between this Employment and Contracting Policy and any collective bargaining agreements will be resolved pursuant to Section XI (4).

12. **Hiring Apprentices**

A Contractor may meet part of the Construction Workforce Goal by hiring apprentices. However, hiring an apprentice does not satisfy or waive the trainee hiring obligation, if any, for design professionals. Unless otherwise permitted by law, apprentices must be trained pursuant to training programs approved by the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training or the California Department of Industrial Relations, Division of Apprenticeship Standards. Credit towards compliance will only be given for paid apprentices actually working on the project. No credit is available for apprentices while receiving class room training. Under no circumstances shall the ratio of apprentices to journeymen in a particular trade or craft exceed 1:5.

13. **Termination and Replacement of Referrals**

If at any time it becomes necessary to terminate for cause a construction worker who was hired under this Employment and Contracting Policy, the Contractor shall notify the CBO in writing via fax or email and submit a report of termination pursuant to Section VII (B)(4). If the Contractor intends to fill the vacant position, then the Contractor shall follow the process set forth in this Employment and Contracting Policy beginning at Section VII (A)(6).

B. Reporting Requirements For Construction Workforce

1. **Submission of Certified Payroll Reports**

Each Contractor subject to this Employment and Contracting Policy shall submit to the Agency a certified payroll report for the preceding work week on each of its employees. The Project Sponsor is ultimately responsible for the submission of these reports by the Contractors. The certified payroll report is due to the Agency by noon each Wednesday. To facilitate compliance, the Agency uses the online LCP Tracker system (www.lcptracker.com) for submission of certified payroll reports. This system is available at no cost to the Contractor and LCP Tracker is compatible with all major computer payroll systems. Training and educational materials for LCP Tracker are available at no cost online and through the Compliance Officer. Contractors are required to report certified payroll using the LCP Tracker system at www.lcptracker.com. However, a waiver shall be granted pursuant to Section XI (10) to any Contractors who do not have a computer, online access or who use a computer payroll system that is incompatible with LCP Tracker.

2. **Contents of Certified Payroll Reports**

If certified payroll records are submitted via the LCP Tracker system, the required data points are already listed. If certified payroll records are submitted in paper form, the records shall be organized in an easily understandable format and contain **all** the following information: the name, address, telephone number, residency (Bayview Hunters Point, another redevelopment project area, San Francisco or other), last four (4) digits of the worker's Social Security number³, gender, ethnicity (see codes in Section VII (B)(8)), construction trade (see codes in Section VII (B)(8)), classification (e.g., mechanic, apprentice, trainee, helper or laborer), union affiliation (if any), dates of changes in status, daily and weekly number of hours worked, hourly wage rates (including rates of contributions for costs anticipated for fringe benefits or cash equivalents thereof), deductions made and actual wages paid. The foregoing notwithstanding, the reporting of hourly wage rates, deductions and actual wages paid are not required for Significant Projects unless the Project Sponsor has voluntarily subscribed to the Agency's Prevailing Wage Policy or the payment of prevailing wages is otherwise required by law. To the degree that existing certified payroll records satisfy these requirements, the Contractor shall not be required to maintain separate records.

3. **Additional Information**

In order to prevent unlawful discrimination in the selection, hiring and termination of employees on the basis of race, ethnicity, gender or any other basis prohibited by law and to identify and correct such unlawful practices, the Agency will monitor and collect information on the ethnicity and gender of each construction worker and apprentice. If an identifiable pattern of apparent discrimination is revealed by this additional information, it will be treated as a breach of this Employment and Contracting Policy and may be addressed as set forth in Section XII, Arbitration of Disputes.

4. **Report on Terminations**

In the event a BVHP Resident or San Francisco Resident hired pursuant to this Employment and Contracting Policy is terminated for cause, the responsible Contractor shall within two (2) days fax or email a termination report to the CBO with a copy to the Agency Compliance Officer stating in detail: (1) the name of the worker(s) terminated; (2) his/her job title and duties; (3) the reasons and circumstances leading to the termination(s); (4) whether the Contractor replaced the construction worker(s); and (5) whether the replacement worker(s) were BVHP Resident(s) or San Francisco Resident(s).

5. **Inspection of Records**

The Project Sponsor and each Contractor shall make the records required under this Employment and Contracting Policy available for inspection or copying by authorized representatives of the Agency, and shall permit such representatives to interview construction workers and apprentices during working hours on the job.

6. **Failure to Submit Reports**

If a Contractor fails or refuses to provide the reports as required it will be treated as a breach of this Employment and Contracting Policy and may be addressed as set forth in Section XII, Arbitration of Disputes.

³ Note: The Project Sponsor is required to provide complete Social Security numbers upon the request of the Agency.

7. **Submission of Good Faith Effort Documentation**

If the Project Sponsor's or Contractor's good faith efforts are at issue, the Contractor shall provide the Agency with the documentation of its efforts to comply with this Employment and Contracting Policy and the Agreement. The Project Sponsor or Contractor must maintain for the duration of the Term, a current file of the names, addresses and telephone numbers of each BVHP Resident or San Francisco Resident applicant referral whether self referral, union referral or CBO referral and what action was taken with respect to each such individual.

8. **Coding Certified Payrolls**

Each Contractor shall include, on the weekly payroll submissions, the code designating each construction worker's and apprentice's craft, skill level, protected class status and domicile in accordance with the following tables:

CRAFT CODE	DESCRIPTION	CRAFT CODE	DESCRIPTION
1	Electrician	22	Carpet, Linoleum and Vinyl Tile Layer
2	Iron Worker	23	Elevator Constructor
3	Sheet Metal Worker	24	Cement Mason
4	Asbestos Worker/ Heat & Frost Insulator	25	Laborer or Allied Worker
5	Plumber, Pipe or Steamfitter	26	Glazier & Glassmaker
6	Refrigeration	27	Painter, Paperhanger, Taper
7	Boilermaker	28	Sign Installer
8	Sprinkler Fitter	29	Scrapper
9	Brick, Caulk, Marble, Point, Terrazzo		
10	Hod Carrier		
11	Terrazzo Finisher	32	Low Voltage Electrician
12	Plasterer	33	Towboat Operator-Marine Engineer
13	Lather	34	Towboat Deckhand-Inland Boat worker
14	Carpenter or Drywall Hanger	35	Owner/Operator - Truck
15	Mill Worker or Cabinetmaker	36	Owner/Operator - Heavy Equipment
16	Millwright	37	Upholsterer
17	Roofer	38	Teamster, Construction
18	Pile Driver	39	Janitor
19	Surveyor/Operating Engineer	40	Environmental Control System Installer
20	Tile (Ceramic)/Marble Finisher	41	Window Cleaner
21	Tile (Ceramic)Setter	89	Security Guard

ETHNICITY CODE	DESCRIPTION
B	African American
L	Latino
I	American Indian
C	Caucasian/White

A	Asian
PI	Pacific Islander
F	Female (all females regardless of ethnicity)

PROJECT AREA CODE	DESCRIPTION
BIT	Bayview Industrial Triangle
BVHP	Bayview Hunters Point
HPSY	Hunters Point Shipyard
IB	India Basin Industrial Park
GG	Golden Gateway
MBN	Mission Bay (North)
MBS	Mission Bay (South)
MM	Mid-Market
RPSB	Rincon Point/South Beach
SF	San Francisco (not in any redevelopment project areas)
SOM	South of Market
TB	Transbay
VV	Visitacion Valley
WA	Western Addition Area A-2
YBC	Yerba Buena Center

VIII. TRAINEE HIRES⁴

A. Procedures For Trainee Hires

1. Compliance with the Policy

For architects, engineers and other design professionals only, there is a trainee hiring goal as set forth in Section II (C) above. These design professionals will be deemed in compliance with this Employment and Contracting Policy by meeting or exceeding the trainee hiring goal or by take the following steps in good faith towards compliance.

2. Execute Employment and Contracting Agreement

The Project Sponsor shall execute an Agreement which details the requirements of the Employment and Contracting Policy, as well as the Agency's Equal Opportunity Program, if applicable. The Project Sponsor shall incorporate by reference or attach the Agreement to its contract with the architects, engineers and other design professionals. Thus, each design professional will be obligated to comply with the terms of the Agreement. The Project Sponsor and/or the design professionals shall retain the executed Agreements and make them available to the Agency Compliance Officer upon request.

3. Contact Educational Institutions

⁴ The same procedure for trainee hires applies to all design professionals regardless of whether the project is an Agency Action, private Significant Project, or small Private Project when the Project Sponsor has voluntarily subscribed to the Employment and Contracting Policy.

The Agency works with the City, as well as educational institutional within the City, to provide a pool of student referrals to assist design professionals in meeting the trainee hiring goal. Within thirty (30) days of execution of the Agreement, the Agency Compliance Officer shall contact each design professionals and provide it with the name, address and telephone number of a point of contact at the City, **City College or other educational institutions in the Bay Area** who have a current list of students who are BVHP Residents or San Francisco Residents and are available for hire as trainees. Each design professional shall call the City or educational institution(s) and request referrals for the required trainee positions. The request will indicate generally: (1) the number of trainees sought; (2) the required skills set (keeping in mind that these are trainee positions); (3) a brief description of job duties; (4) the duration of the trainee period; and (5) any other information that would be helpful or necessary for the educational institution to make the referral. The minimum duration of assignment is part-time for one semester. However, design professionals are strongly encouraged to offer longer trainee employment periods to allow a more meaningful learning experience. (For example, a half-time or full-time assignment over the summer.) Although the initial contact shall be made by phone, the educational institution(s) may require the design professionals to send a confirming letter or fill out a form which the educational institution will provide. Each design professional is required to timely provide all of the information requested by the City or educational institution(s) in order to get the referrals.

4. **Response from Educational Institutions**

Each educational institution may have a different way of referring applicants, such as: sending resumes directly to the design professional; having the applicant contact the design professional by phone; require design professionals to conduct on-campus interviews; or some other method. The timing and method of the response will normally have be discussed with the design professional during the initial phone request. The design professional is required to follow the process set by the educational institution(s) in order to get the referrals.

5. **Action by Design Professionals When Referrals Available**

The design professional shall give First Consideration to BVHP Residents and then to San Francisco Residents referred by the educational institution(s). The design professional shall interview each applicant prior to making the decision to hire or not to hire. The design professional shall make the final determination whether the applicant is qualified for the trainee position and the ultimate hiring decision. The Agency strongly encourages the design professional to hire a qualified BVHP Resident or San Francisco Resident referred by the educational institution(s). The design professional shall notify each BVHP Resident and San Francisco Resident interviewed and the CBO in writing of the hiring decision.

6. **Action by Design Professionals When Referrals Unavailable**

If after contacting all of the educational institutions provided by the Agency Compliance Officer, the design professional is informed that no qualified BVHP residents or San Francisco Residents are currently available, then the design professional should wait thirty (30) days and contact the educational institutions a second time to inquire whether qualified San Francisco Residents are currently available for hire as trainees. If no qualified San Francisco Residents are currently available after the second request, then the design professional has fulfilled its obligation under this Section VIII, provided that the design professional has acted in good faith. The design

professional must retain its file on all of the steps it took to comply with this policy and submit a copy of its file to the Agency Compliance Officer upon request.

7. **Action by Design Professional When No Response From Educational Institutions**

If a design professional has not received a response to its request for referrals from any of the educational institutions within five (5) business days after the design professional has fully complied with the procedures, if any, set by the educational institution(s) for obtaining referrals; then the design professional should immediately advise the Agency Compliance Officer by phone, fax or email. The Agency Compliance Officer or his/her designee shall cause the educational institution(s) to respond to the design professional within five (5) business days of the Agency Compliance Officer being notified. If the design professional still has not received a response from the educational institution(s) after this additional five (5) business day period has run, then the design professional has fulfilled its obligation under this Section VIII, provided that the design professional has acted in good faith. Each design professional must retain its file on all of the steps it took to comply with this policy and submit a copy of its file to the Agency Compliance Officer upon request.

8. **Termination of Trainee for Cause**

If at any time during the Term, it becomes necessary to terminate for cause a trainee who was hired under this Employment and Contracting Policy and the design professional has not met the minimum duration requirements under this policy, then the design professional shall hire a new trainee by following the process set forth in Section VIII(A)(3) above.

B. Reporting Requirements For Trainee Hires

1. **Annual Reporting**

Annually, during the Term of the Agreement or the term of the design professional's contract with the Project Sponsor, whichever is less, the Employer shall fax or email a report to the Agency Compliance Officer stating in detail: (1) the names of the BVHP Resident(s) or San Francisco Resident(s) interviewed in the past year for trainee positions; (2) the date(s) of each interview; (3) the reasons for not hiring the BVHP Residents or San Francisco Residents interviewed; (4) the name, address, gender and racial/ethnic background of the successful candidate for the trainee position; (5) whether the successful candidate is a BVHP or San Francisco Resident; (6) the maximum number of trainees the Employer has had within the last calendar year; and (7) the number of BVHP Residents and San Francisco Residents hired within the last calendar year.

2. **Report on Terminations**

In the event a BVHP Resident or San Francisco Resident hired pursuant to this Employment and Contracting Policy is terminated for cause, the responsible design professional shall within five (5) days fax or email a termination report to the Agency Compliance Officer stating in detail: (1) the name of the trainee(s) terminated; (2) his/her job title and duties; (3) the reasons and circumstances leading to the termination(s); (4) whether the design professional replaced the trainee(s); and (5) whether the new trainee(s) are BVHP Resident(s) or San Francisco Resident(s).

IX. PERMANENT / TEMPORARY WORKFORCE POLICY⁵

A. Permanent / Temporary Workforce Hires

1. Policy Statement

Due to the wide variety of development, both public and private, that occurs in the City and is anticipated to occur in the Project Area as redevelopment commences, it is difficult to develop a single hiring requirement or procedure that is appropriate in all situations. The Agency seeks to ensure that BVHP Residents have the opportunity to share in the permanent and temporary jobs that come from redevelopment in the Project Area. At the same time, the Agency seeks to assist Employers in meeting workforce demands for Significant Projects within the Project Area. The Agency has adopted a flexible approach to achieve these goals. The Employment and Contracting Policy sets an overall goal of 50% for permanent / temporary workforce hires but allows flexibility to tailor the remaining key terms of the Agreement to fit the specific project.

2. Compliance with the Policy

The Project Sponsor agrees and will require each Employer to use its good faith efforts to employ 50% of its permanent / temporary workforce from qualified BVHP Residents and then San Francisco Residents with First Consideration to BVHP Residents. Project Sponsors and Employers will be deemed in compliance with this Employment and Contracting Policy by meeting or exceeding the goal or by documenting the good faith efforts as set forth in the Agreement.

3. Negotiate and Execute Employment and Contracting Agreement

The Project Sponsor shall negotiate in good faith with the Agency's Contract Compliance staff to reach agreement on: (a) the Term of the Agreement; (b) the job titles or type of positions subject to this hiring obligation; (c) procedures for fulfilling the hiring obligation or meeting the good faith efforts; and (d) reporting requirements. These negotiations will be based upon the anticipated number of permanent and/or temporary positions created by the project. The executed Agreement will set forth the mutually agreed upon details, as well as the requirements of the Agency's Equal Opportunity Program, if applicable. The Project Sponsor shall incorporate by reference or attach the Agreement to its contract with the Employer. The Project Sponsor and/or Employer shall retain the executed Agreement and make it available to the Agency Compliance Officer upon request.

4. Review of Permanent / Temporary Workforce Policy

Working with the PAC, the CBOs and the City's workforce development systems, the Agency will review the Permanent / Temporary Workforce Policy and will revise the procedures and goals as necessary to ensure that BVHP and San Francisco Residents are given First Consideration for these job opportunities.

⁵ The same procedure for permanent / temporary workforce hires applies to all Project Sponsors regardless of whether the project is an Agency Action, private Significant Project, or small Private Project when the Project Sponsor has voluntarily subscribed to the Employment and Contracting Policy.

X. AGENCY EQUAL OPPORTUNITY PROGRAM

A. Compliance with Agency's Equal Opportunity Program

Compliance with some or all of the Agency's Equal Opportunity Program may be mandatory or voluntary depending on whether the development is an Agency Action Project, private Significant Project, CityBuild / public improvement project or a small Private Project. The components of the Agency's Equal Opportunity Program are described briefly below for reference. The full policies and procedures associated with these programs are available from the Agency's Contract Compliance Division.

1. Small Business Enterprise Program

The Agency's Small Business Enterprise ("SBE") Program was adopted by Agency Resolution No. 133-2004 on November 16, 2004, as part of the Agency's Interim Purchasing Policy and Procedures, and may be amended from time to time. The SBE Program provides for first consideration in awarding subcontracts and sub-consulting opportunities to Agency certified local small business enterprises. The SBE Program is designed to help ensure that SBEs have a fair opportunity to compete for and participate in contracts related to Agency- Action Projects and other projects that are subject to the SBE Program. SBEs are divided into three groups: (1) Project Area SBEs, (2) Local SBEs (outside an Agency project or survey area, but within San Francisco), and (3) all other SBEs (outside of San Francisco). If subject to the SBE Program, the Project Sponsor and its Contractors and Employers must make good faith efforts to achieve the goal of 50% SBE participation for professional / personal services, and construction contracts. The SBE Program sets a contracting goal and thus is different from the Employment and Contracting Policy which sets hiring goals. The Project Sponsor's obligations under the SBE Program will be incorporated into a SBE Agreement ("SBE Agreement"). The Agency Executive Director will review and approve the SBE Agreement on behalf of the Agency. The Agency's Compliance Officer will ensure compliance with the requirements and will report periodically to the BVHP PAC and the Agency Commission on compliance matters.

2. Nondiscrimination in Contracts and Equal Benefits Policy

The Agency's Nondiscrimination in Contracts and Equal Benefits Policy was adopted by Agency Resolution No. 175-97 on September 9, 1997 and may be amended from time to time. The Nondiscrimination in Contracts and Equal Benefits Policy prohibits discrimination in contracting and which includes a prohibition on discrimination in providing benefits between employees with spouses and employees with domestic partners. This policy requires the Project Sponsor to agree not to discriminate against or segregate any person, or group of persons, on account of race, color, religion, creed, national origin or ancestry, sex, gender identity, age, marital or domestic partner status, sexual orientation or disability (including HIV or AIDS status). This policy also requires that employee benefits be equally available to domestic partners as they are to spouses.

3. Minimum Compensation Policy and Health Care Accountability Policies

The Agency's Minimum Compensation Policy ("MCP") and Health Care Accountability Policy ("HCAP") were adopted by Agency Resolution 168-2001 on September 25, 2001 and may be amended from time to time. MCP requires that all "Covered Employees," as defined therein, receive a minimum level of compensation. HCAP requires offering health plan benefits to Covered

Employees or to make payments to the City and County of San Francisco's Department of Public Health, or to participate in a health benefits program developed by the City and County of San Francisco's Director of Health.

4. Agency's Prevailing Wage Policy

The Agency's Prevailing Wage Policy (Labor Standards) was adopted by Agency Resolution No. 327-85 on November 12, 1985 and may be amended from time to time. The Agency's Prevailing Wage Policy applies to projects: (i) covered under Labor Code Section 1720 *et seq.*, (ii) that are Agency-Action Projects) or (iii) for which the Project Sponsor has voluntarily subscribed to this requirement. The Agency's Prevailing Wage Policy references the State's Labor Standards and the prevailing wage, benefits, eligibility, etc. are all calculated using the State's standards. In many instances, both the California Labor Code and the Agency's Prevailing Wage Policy will apply.

XI. EMPLOYMENT AND CONTRACTING POLICY - ADDITIONAL PROVISIONS

Project Sponsors, Contractors and Employers that are subject to this Employment and Contracting Policy (including those who have voluntarily subscribed to this policy) are subject to the following additional provisions.

1. Designate a Point of Contact

Each Project Sponsor, Contractor and Employer shall designate a responsible representative, manager or agent to monitor all employment-related activity under this Employment and Contracting Policy and to be the primary point of contact for issues arising under this policy.

2. No Retaliation

No person hired pursuant to this policy shall be discharged or in any other manner discriminated against by the Project Sponsor, Contractor or Employer because such person has filed any complaint or instituted or caused to be instituted any proceeding under or relating to enforcement of this Employment and Contracting Policy.

3. No Discrimination

There shall be no discrimination against or segregation of any person, or group of persons, on account of race, color, religion, creed, national origin or ancestry, sex, gender identity, age, marital or domestic partner status, sexual orientation or disability (including HIV or AIDS status). The Project Sponsor, Contractors and Employers will ensure that applicants are employed, and that persons are treated during employment, without regard to their race, color, religion, creed, national origin or ancestry, sex, gender identity, age, marital or domestic partner status, sexual orientation or disability (including HIV or AIDS status) or other protected class status. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; selection for training, including apprenticeship; and provision of any services or accommodations.

4. **Collective Bargaining Exclusion**

Notwithstanding anything to the contrary in this Employment and Contracting Policy, if an Agreement conflicts with an existing labor agreement or collective bargaining agreement to which a Project Sponsor, Contractor or Employer is a party, the labor agreement or collective bargaining agreement shall prevail. Nothing in this Employment and Contracting Policy shall be interpreted to interfere with or prohibit existing labor agreements or collective bargaining agreements. However, the Project Sponsor, Contractor or Employer will still be obligated to provide workforce needs information to the CBO prior to hiring and the Employer will be obligated to make good faith efforts to comply with the requirements of its Employment and Contracting Policy Agreement that do not conflict with the collective bargaining agreement.

5. **No Conflict with State or Federal Law**

This Employment and Contracting Policy is to be implemented in a manner that does not conflict with applicable federal or state laws.

6. **Existing Workforce**

Nothing in this Employment and Contracting Policy shall be interpreted in a manner that would require termination of the Project Sponsor's, Contractor's or Employer's existing workers and employees.

7. **Use of Debarred Entities Prohibited**

Neither the Project Sponsor, Contractor nor Employer shall enter into any subcontract with any person or firm that the Project Sponsor, Contractor or Employer knows or should have known is debarred from federal, state or local government contracts.

8. **Incorporation**

Whenever the Project Sponsor, Contractor or Employer subcontracts a portion of the work, it shall set forth verbatim and make binding on each subcontractor the provisions of this Employment and Contracting Policy. That subcontract shall then be deemed a Contractor or Employer for the purposes of this Employment and Contracting Policy and shall be subject to all of the requirements hereto.

9. **Severability**

If any part or provision of this Employment and Contracting Policy or the application thereof to any person or circumstance is held to be invalid, then the remainder of this Employment and Contracting Policy, including the application of such part or provision to other persons or circumstances, shall not be affected thereby and shall continue in full force and effect. To this end, the provisions of this Employment and Contracting Policy are severable.

10. **Waiver**

Any of the Employment and Contracting Policy requirements may be waived by the Agency's Executive Director, if he/she determines for good cause shown that a specific requirement is not relevant to the particular situation, would cause undue hardship, or that an alternative approach would better meet the goals of the Employment and Contracting Policy.

XII. ARBITRATION OF DISPUTES

1. Arbitration by AAA

Any dispute involving the alleged breach or enforcement of an Employment and Contracting Policy Agreement, including but not limited to disputes over qualification of referrals; whether termination was for good cause; and whether the Project Sponsor, Contractor or Employer has complied with this Employment and Contracting Policy Agreement in good faith shall be submitted to arbitration. The arbitration shall be submitted to the American Arbitration Association, San Francisco, California office (“AAA”) which will use the Commercial Rules of the AAA then applicable, but subject to the further revisions thereof. If there is a conflict between the Commercial Rules of the AAA and the arbitration provisions in this Employment and Contracting Policy, this Employment and Contracting Policy shall govern. The arbitration shall take place in the City and County of San Francisco.

2. Demand for Arbitration

The party seeking arbitration shall make a written demand for arbitration (“**Demand for Arbitration**”). The Demand for Arbitration shall contain at a minimum: (1) a cover letter demanding arbitration under this provision and identifying the entities believed to be involved in the dispute; (2) a copy of the notice of default, if any, sent from one party to the other; and (3) any written response to the notice of default.

3. Parties’ Participation

The Agency, Project Sponsor, Contractor, Employer and all persons or entities affected by the dispute shall be made Arbitration Parties. Any such person or entity not made an Arbitration Party in the Demand for Arbitration may intervene as an Arbitration Party and in turn may name any other such affected person or entity as an Arbitration Party.

4. Agency Request to AAA

Within seven (7) business days after service or receipt of a Demand for Arbitration, the Agency shall transmit to AAA a copy of the Demand for Arbitration and any written response thereto from the Project Sponsor, Contractor and/or Employer. Such material shall be made part of the arbitration record.

5. Selection of Arbitrator

One arbitrator shall arbitrate the dispute. The arbitrator shall be selected from the panel of arbitrators from AAA by the Arbitration Parties in accordance with the AAA rules. The parties shall act diligently in this regard. If the Arbitration Parties fail to agree on an arbitrator within seven (7) business days from the receipt of the panel, AAA shall appoint the arbitrator. A condition to the selection of any arbitrator shall be the arbitrator’s agreement to: (i) submit to all Arbitration Parties the disclosure statement required under California Code of Civil Procedure Section 1281.9; and (ii) render a decision within thirty (30) days from the date of the conclusion of the arbitration hearing.

6. **Setting of Arbitration Hearing**

A hearing shall be held within ninety (90) days of the date of the filing of the Demand for Arbitration with AAA, unless otherwise agreed by the parties. The arbitrator shall set the date, time and place for the arbitration hearing(s) within the prescribed time periods by giving notice by hand delivery or first class mail to each Arbitration Party.

7. **Discovery**

In arbitration proceedings hereunder, discovery shall be permitted in accordance with Code of Civil Procedure §1283.05 as it may be amended from time to time.

8. **California Law Applies**

California law, including the California Arbitration Act, Code of Civil Procedure §§ 1280 through 1294.2, shall govern all arbitration proceedings in any Employment and Contracting Agreement.

9. **Arbitration Remedies and Sanctions**

The arbitrator may impose only the remedies and sanctions set forth below:

a. Order specific, reasonable actions and procedures, in the form of a temporary restraining order, preliminary injunction or permanent injunction, to mitigate the effects of the non-compliance and/or to bring any non-compliant Arbitration Party into compliance with the Employment and Contracting Policy Agreement.

b. Require any Arbitration Party to refrain from entering into new contracts related to work covered by the Employment and Contracting Policy Agreement, or from granting extensions or other modifications to existing contracts related to services covered by the Employment and Contracting Policy Agreement, other than those minor modifications or extensions necessary to enable compliance with the Employment and Contracting Policy Agreement.

c. Direct any Arbitration Party to cancel, terminate, suspend or cause to be cancelled, terminated or suspended, any contract or portion(s) thereof for failure of any Arbitration Party to comply with any of the requirements in the Employment and Contracting Policy Agreement. Contracts may be continued upon the condition that a program for future compliance is approved by the Agency.

d. If any Arbitration Party is found to be in willful breach of its obligations hereunder, the arbitrator may impose a monetary sanction not to exceed Fifty Thousand Dollars (\$50,000.00) or ten percent (10%) of the base amount of the breaching party's contract, whichever is less, for each such willful breach; provided that, in determining the amount of any monetary sanction to be assessed, the arbitrator shall consider the financial capacity of the breaching party. No monetary sanction shall be imposed pursuant to this paragraph for the first willful breach of the Employment and Contracting Policy Agreement unless the breaching party has failed to cure after being provided written notice and a reasonable opportunity to cure. Monetary sanctions may be imposed for subsequent willful breaches by any Arbitration Party

whether or not the breach is subsequently cured. For purposes of this paragraph, "willful breach" means a knowing and intentional breach.

e. Direct any Arbitration Party to produce and provide to the Agency any records, data or reports which are necessary to determine if a violation has occurred and/or to monitor the performance of any Arbitration Party.

10. Arbitrator's Decision

The arbitrator will normally make his or her award within twenty (20) days after the date that the hearing is completed but in no event past thirty (30) days from the conclusion of the arbitration hearing; provided that where a temporary restraining order is sought, the arbitrator shall make his or her award not later than twenty-four (24) hours after the hearing on the motion. The arbitrator shall send the decision by certified or registered mail to each Arbitration Party.

11. Default Award; No Requirement to Seek an Order Compelling Arbitration

The arbitrator may enter a default award against any person or entity who fails to appear at the hearing, provided that: (1) the person or entity received actual notice of the hearing; and (2) the complaining party has a proof of service for the absent person or entity. In order to obtain a default award, the complaining party need not first seek or obtain an order to arbitrate the controversy pursuant to Code of Civil Procedure §1281.2.

12. Arbitrator Lacks Power to Modify

Except as expressly provided above in this Section XII, the arbitrator shall have no power to add to, subtract from, disregard, modify or otherwise alter the terms of the Employment and Contracting Policy Agreement or to negotiate new agreements or provisions between the parties.

13. Jurisdiction/Entry of Judgment

The inquiry of the arbitrator shall be restricted to the particular controversy which gave rise to the Demand for Arbitration. A decision of the arbitrator issued hereunder shall be final and binding upon all Arbitration Parties. The prevailing Arbitration Party (ies) shall be entitled to reimbursement for the arbitrator's fees and related costs of arbitration. Each Arbitration Party shall pay its own attorneys' fees, provided, however, that attorneys' fees may be awarded to the prevailing party if the arbitrator finds that the arbitration action was instituted, litigated, or defended in bad faith. Judgment upon the arbitrator's decision may be entered in any court of competent jurisdiction.

BVHP EMPLOYMENT AND CONTRACTING POLICY MATRIX

	Agency-Action Projects	Private Significant Projects	CityBuild & Public Improvements	Small Private Projects
BVHP Employment and Contracting Policy	Mandatory ⁶	Mandatory	Voluntary but Encouraged	Voluntary but Encouraged
Small Business Enterprise Policy	Mandatory	Voluntary but Encouraged ⁷	Voluntary but Encouraged	Voluntary but Encouraged
Nondiscrimination and Equal Benefits Policy	Mandatory	Voluntary but Encouraged	Voluntary but Encouraged	Voluntary but Encouraged
Minimum Compensation Policy	Mandatory	Voluntary but Encouraged	Voluntary but Encouraged	Voluntary but Encouraged
Healthcare Accountability Policy	Mandatory	Voluntary but Encouraged	Voluntary but Encouraged	Voluntary but Encouraged
Agency's Prevailing Wage Policy	Mandatory	Voluntary but Encouraged	Voluntary but Encouraged ⁸	Voluntary but Encouraged

⁶ Mandatory means that the Project Sponsor **is required** to comply with the Agency's policy. However, each Agency policy has its own threshold and compliance requirements. For example, the Agency's Minimum Compensation Policy ("MCP") will apply to all Agency-Action projects but MCP has no compliance requirements for Project Sponsors with less than 25 employees.

⁷ Voluntary but Encouraged means that the Project Sponsor **is not required** to comply with the Agency's policy as a condition to developing the project. However, the Agency's Contract Compliance Department will encourage the Project Sponsor to subscribe voluntarily to these Agency policies. If the Project Sponsor voluntarily agrees to comply with one or more Agency's policies, then those policies will be added as a condition to the building permit and at that point will become mandatory.

⁸ Public Improvements and public/private project receiving City funds are subject to the State of California's prevailing wage requirements per California Labor Code Section 1720 *et seq.*

EXHIBIT X-B

Revisions to and Interpretations of BVHP ECP for the Project

1. Revisions and Interpretations. Unless otherwise Approved by Developer and the Agency Director, each in their respective sole and absolute discretion, the following revisions and interpretations to the BVHP ECP shall apply to the DDA:

1.1 References to the PAC shall be changed to the CAC with respect to the application of the BVHP ECP to the Shipyard Site.

1.2 The application of the fifty percent (50%) hiring goals in Section II, A.1. and B.1., Section VII.A.1. and Section IX.A.2. and the trainee goals in Section II.C.1. shall be changed so that they apply to “qualified BVHP Residents, then residents of the 94134 and 94107 zip code areas, then residents of other existing San Francisco redevelopment project areas, and then San Francisco Residents with First Consideration to BVHP Residents.” Any other references in the BVHP ECP to “first consideration to BVHP Residents and then San Francisco Residents” shall be changed to “first consideration to BVHP Residents, then residents of the 94134 and 94107 zip code areas, then residents of other existing San Francisco redevelopment project areas, and then San Francisco Residents.”

1.3 The definition of “Employer” in Section III.11 is deleted and replaced with the following: Employer means any person(s), firm, partnership, corporation, government agency, (whether for profit or nonprofit), or combination thereof, who owns or operates a retail or commercial business with twenty (20) or more employees that conduct the majority of their duties at the Project Site, and shall include retailers, service providers, office workers, property managers, parks and open space managers, and others.

1.4 The definition of “First Consideration” in Section III.13 is deleted and replaced with the following: “First Consideration means that a Project Sponsor, Contractor and/or Employer shall give first consideration to qualified BVHP Residents in accordance with Section VII.A. (6) - (8) of this Employment and Contracting Policy, then to residents of the 94134 and 94107 zip code areas, then residents of other existing San Francisco redevelopment project areas, and then to San Francisco residents for hiring opportunities in the areas of construction workforce, permanent / temporary workforce and trainee hires before offering the hiring opportunity to other applicants.”

1.5 All references to “BVHP Residents and San Francisco Residents” and “BVHP Residents or San Francisco Residents,” in Sections VII, VIII and IX shall be changed to refer to “BVHP Residents, residents of the 94134 and 94107 zip code areas, residents of other existing San Francisco redevelopment projects, and/or San Francisco Residents.”

1.6 The definition of “CBO” (community-based organization) in Section III. 6 is deleted and replaced with the following: “CBO means an Agency identified workforce referral entity.”

1.7 The definition of “Contractor” in Section III. 9 is deleted and replaced with the following: “Contractor means any person(s), firm, partnership, corporation (whether for profit or nonprofit), or combination thereof, who is a general contractor, subcontractor (regardless of tier) or consultant working on: any part of the Project, including all Infrastructure and Vertical Improvements, and all interior tenant improvements. Contractors shall include, without limitation, all architects, engineers and other design professionals.”

1.8 The definition of “Project Sponsor” in Section III.19. is deleted and replaced with the following: “Project Sponsor means Developer, a Transferee or a Vertical Developer, as applicable.”

1.9 All aspects of the Project shall be deemed to be either an Agency Action Project subject to Section IV.A (Agency Action Projects) or a City Build and Public Improvement subject to Section IV.C (CityBuild and Public Improvements), as applicable. Each Project Sponsor shall enter into a Employment and Contracting Agreement on or before Commencement of the Infrastructure or Vertical Improvement, as applicable.

1.10 All references to the “LCP Tracker system” in Section VII.B.1 are replaced with “the PRS”.

1.11 A new definition is inserted, as follows: “PRS means a web-based software used to collect, verify and manage prevailing wage certified payrolls and related labor compliance documentation.”

1.12 Worker request forms under Section VII.A.6 shall be submitted via the PRS.



**SAN FRANCISCO
REDEVELOPMENT AGENCY
PURCHASING POLICY**

Adopted: April 19, 1994
Amended: November 22, 1994
Amended: August 13, 2002
Amended: April 29, 2003
Amended: August 19, 2003
Amended: November 16, 2004
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I. INTRODUCTION

This San Francisco Redevelopment Agency Purchasing Policy (“**Purchasing Policy**”) establishes the policies and standards for the purchase of: (1) goods (including catering and printing), materials, products, items, supplies, commodities and equipment (“**Goods**”) and (2) personal and/or professional services (“**Services**”) for the Redevelopment Agency of the City and County of San Francisco (“**Agency**”). These standards ensure that the Agency obtains Goods and Services efficiently, economically and fairly in compliance with various legal requirements. This Purchasing Policy also includes a description of purchasing procedures and the delegated expenditure approval authority and corresponding responsibilities associated with certain expenditure types. As used in this Purchasing Policy, the term “**Contractor**” shall include, as applicable, all contractors, developers, suppliers, consultants, vendors, organizations, firms, companies (whether for profit or nonprofit) and/or individuals who seek or obtain a contract to provide Goods or Services for or on behalf of the Agency. .

The Agency is acutely aware of the many challenges that small businesses face when contracting with public entities. Furthermore, the Agency recognizes that discrimination in contracting still exists. The Agency intends to eliminate discriminatory obstacles that may exist and to provide an environment of open and fair competition that is free of any discrimination against any person, or group of persons, on account of race, color, religion, creed, national origin, ancestry, sex, gender identity, age, marital or domestic partner status, sexual orientation or disability (including HIV or AIDS status) or other protected class status in the award or performance of any Agency contract. The mission of the Agency includes economic development in Project Areas and accordingly this document establishes the Small Business Enterprise (“SBE”) Policy, which will provide, among other things, First Consideration to project area SBEs for contracting opportunities with the Agency or through its developers.

II. DEFINITIONS

“**Construction Work**” means any work of grading, clearing, demolition or construction undertaken by the Agency if the cost of that work exceeds the lesser of \$5,000 or the limit set forth in Public Contract Code Section 20162, as amended from time to time. (See generally Public Contract Code Section 20688.2)

“**Contractor**” means and includes, as applicable, all contractors, developers, suppliers, consultants, vendors, organizations, firms, companies (whether for profit or nonprofit) and/or individuals who seek or obtain a contract to provide Goods or Services for or on behalf of the Agency.

“**Responsible**” means “a bidder who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the public works contract.” (Public Contract Code Section 1103). Typically, for Agency contract, this means that the Contractor represents that it can perform the work, obtain the necessary insurance, agree to the indemnification language contained in the Agency contract, and obtain payment and performance bonds, if required.

“**Responsive**” means a bidder whose bid which contains an unconditional offer to provide the goods and services that are being bid upon, and that complies with all of the bid terms, conditions, and procedures required in the bid documents or applicable law.

“**Small Business Enterprise (SBE)**” means a small business enterprise certified by the Agency Contract Compliance Division pursuant to the standards described in the Small Business Enterprise Policy.

III. PURCHASING POLICY

A. Maximum Competition

1. All purchasing transactions (purchases of Goods and Services), regardless of the method of procurement and without regard to dollar value, shall be conducted in a nondiscriminatory manner that provides maximum open and free competition consistent with this Purchasing Policy. Purchasing procedures shall not restrict or eliminate competition. Examples of what is considered restrictive of competition include, but are not limited to: (i) placing unreasonable requirements on firms in order for them to qualify to do business; (ii) applying noncompetitive practices among firms; (iii) organizational conflicts of interest; and (iv) unnecessary experience, insurance and bonding requirements. Solicitation of offers regardless of the method of procurement shall:

a. Incorporate a clear and accurate description of the technical requirements for the material, product or service to be purchased, which does not, in competitive purchases, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be purchased and, when necessary, shall set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use.

b. Clearly set forth all requirements which Contractors must fulfill and all other factors to be used in evaluating bids or proposals.

2. Awards shall be made only to Responsive, Responsible Contractors that possess the ability to perform successfully under the terms and conditions of a proposed purchase. Appropriate consideration shall be given to such matters as Contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

3. On-going services or multi-year contracts shall not normally exceed a three-year period without the purchasing process occurring again.

B. Contract Cost Analysis and Limitations

1. The Agency shall perform some form of cost or price analysis in connection with every purchase action, including contract modifications. All Agency contracts shall specify a fixed or not-to-exceed dollar amount.

C. Compliance with Agency's Policies

1. The Agency's purchase of goods and services shall comply with all applicable Agency policies, including but not limited to, the Small Business Enterprise Policy, as amended from time to time.

D. Conflict of Interest

1. In reviewing and awarding Agency contracts, the Agency's officers, employees, Commissioners, and agents shall follow all financial disclosure and disqualification provisions of conflict of interest laws and policies, including but not limited to: the California Political Reform Act, Cal. Gov't Code § 87100 *et seq.*, 2 Cal. Code Regulations. § 18700 *et seq.*; Section 1090 of the California Government Code; the Community Redevelopment Law, Cal. Health & Safety Code § 33130, the Agency's Statement of Incompatible Activities (July 30, 2004); and the Employee's Responsibility provisions of the Agency's Personnel Policy, Section X. This Purchasing Policy incorporates the requirements of these laws and policies, including, but not limited to, the following:

a. No employee, officer, Commissioner or agent of the Agency shall participate in the selection or in the award or administration of an Agency contract if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when the employee, officer, Commissioner or agent, or any member of his or her immediate family, or those with whom any of the above referenced persons has, or intends to have, a business or employment relationship, has a financial or other interest in the firm selected for award or whose contract is to be administered.

b. In reference to contractors, the Agency Policy states that no present or former consultant shall knowingly act for anyone other than the Agency in connection with any particular matter in which the Agency is a party, or has a direct and substantial interest, and in which the consultant participated personally and substantially as a consultant for the Agency. Agency Policy also provides that the Agency Commission may waive this requirement through written approval prior to the consultant's work for another party.

c. Violation of these standards of conduct by the Agency's officers, employees, Commissioners or agents, or by its contractors or their agents may result in penalties, sanctions or other disciplinary actions.

IV. ANTI-DISCRIMINATION PROVISIONS IN ALL CONTRACTS

A. Nondiscrimination Provisions

1. Agency contractors are subject to various non-discrimination laws and policies. To ensure nondiscrimination in the performance of any contract, the Agency shall require that contracts subject to this Purchasing Policy include the following provisions:

a. The contractor agrees that there shall be no discrimination against or segregation of any person, or group of persons, on account of any basis listed in Section 12940 of the California Government Code and in Section 12B.2 of the San Francisco

Administrative Code. Contractor will ensure that applicants are employed, and that employees are treated during employment, without regard to their protected class status as described in Section 12940 of the California Government Code and in Section 12B.2 of the San Francisco Administrative Code. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; selection for training, including apprenticeship; and provision of any services or accommodations to clients or the general public.

b. Contractor will, in all solicitations or advertisements for employees placed by it or on its behalf, state it is an equal opportunity employer.

c. Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work paid for in whole or in part by the Agency so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

d. Contractor agrees not to discriminate in the provision of benefits between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of such employees, and shall comply fully with all provisions of the Agency's Nondiscrimination in Contracts Policy ("Nondiscrimination Policy"), adopted by Agency Resolution No. 175-97, as such policy may be amended from time to time.

e. To the extent required by law, Contractor shall provide all services to the public under an Agency contract in facilities that are accessible to persons with disabilities.

f. Contracts shall require contractors to appoint a senior manager as the individual responsible for the firm's equal opportunity efforts and as the liaison between the firm and the Agency.

B. Contract Termination

1. If the Agency's Executive Director concludes that a Contractor is not complying with the Agency's Nondiscrimination Policy, the Executive Director or his/her designee will meet and confer with the Contractor. If, as a result of the meeting, the Executive Director finds that a violation of the Nondiscrimination Policy has occurred, the violation shall be considered a material breach of the contract and the Executive Director may terminate the contract. The Executive Director's determination that a violation has occurred and his/her decision to terminate the contract shall be final and not subject to review.

V. DOCUMENTATION OF OUTREACH TO SBEs

1. When Agency staff seeks contract authorization, staff shall document and report to the Executive Director and/or the Agency Commission that the Agency has provided outreach to SBEs consistent with the SBE Policy, including but not limited to the following:

a. Whether the Contract Compliance Division provided a list of potential SBEs to be invited for the scope of work being considered.

b. Where appropriate, how the potential work was divided into small contracts to ensure that the scope of work was not too large for an SBE to bid or submit a proposal or how potential SBEs were encouraged to joint venture.

c. That specific items of the contract that may be performed by SBE subcontractors were identified and prospective SBEs were identified for the bidder(s).

d. On all construction related contracts (including construction consultant services contracts) that are estimated to cost \$5,000 or more, that prospective SBEs were invited to a pre-bid and/or pre-solicitation meeting for the purpose of answering questions about the process, the bonding and insurance requirements, the specifications and other requirements.

e. What outreach efforts including advertisements or notifications to trade associations or other groups were made as part of attempts to reach potential SBE candidates.

VI. NOTICE OF PUBLIC HEARING

1. Except for solicitations under the Competitive Sealed Bids – Public Contract Code Method, which have their own “protest period”, all potential Contractors who have submitted a proposal or bid will be notified in writing by letter or email of the proposed action no later than seventy-two (72) hours prior to the Commission meeting on the proposed action and will have an opportunity to be heard by the full Commission during public comment when the item comes up on the agenda.

VII. PURCHASING RECORDS

1. The Agency shall maintain records sufficient to detail the significant history of a purchase. These records shall include, but are not necessarily limited to, information pertinent to the following: rationale for the method of purchase, selection of contract type, Contractor selection or rejection, and the basis for the cost or price. In some instances, the terms and conditions of a grant or agreement with a public agency will have specific record retention obligations that the Agency shall follow.

VIII. SIZE AND ECONOMY OF PURCHASES

1. Consideration is to be given to consolidation or breaking out of Goods and Services to obtain a more economical purchase. Where appropriate, an analysis shall be made of lease versus purchase alternatives and any other appropriate analysis to determine which approach would be the most economical. To foster greater economy and efficiency, the Agency shall consider entry into State and local intergovernmental agreements for purchase or use of Goods and Services.

IX. FOUR METHODS OF SELECTING A CONTRACTOR (SERVICES)

1. Contractors shall be selected by one of the following methods: (1) 3+ Contractor Telephone Solicitation Method; (2) Competitive Sealed Bids – Public Contract Code Method; (3) RFP/RFQ Method; and (4) Sole Source Method. The four methods are described in detail below. Regardless of the method of purchase, an applicant's public statements on matters of public concern, that are protected under the First Amendment to the United States Constitution and unrelated to the contract, shall not be considered by the Agency in the evaluation and selection of the applicant for the contract. In addition, every effort should be made to assemble a list of qualified SBE suppliers or contractors from the Agency's Contract Compliance Division.

A. The 3+ Contractor Telephone Solicitation Method

1. The 3+ Contractor Telephone Solicitation Method is appropriate for those relatively simple purchases of short term duration (generally no longer than twelve (12) months), for Goods and Services, costing in the aggregate not more than \$50,000. Notwithstanding anything to the contrary contained in this Purchasing Policy, the Executive Director may authorize, under the 3+ Contractor Telephone Solicitation Method, the same Contractor to receive separate contracts that individually do not exceed the Executive Director's expenditure authority, but that collectively exceed no more than \$150,000; provided, however, that each contract provides Goods or Services that are distinctly different from those provided under the other contracts by the same Contractor during any 12 month period.

2. If the 3+ Contractor Telephone procedure is used for a purchase, the price or rate quotations shall be obtained by telephone, email or in writing from an adequate number of qualified potential contractors, generally at least three (3). Whenever possible, at least three of the quotations shall be solicited from SBEs.

3. Agency staff shall choose the lowest, Responsive, Responsible bidder as to price, except that in the interest of standardization or inability to meet the required delivery schedule, the purchase may be made from a Responsive, Responsible bidder other than the lowest bidder in price.

4. The Responsive, Responsible Contractor chosen by Agency staff must also: (a) meet the Agency's insurance and indemnification requirements, as determined by the Agency's Risk Manager; (b) comply with all applicable Agency's policies; (c) be licensed to do business in the State of California; and (d) not be on the debarment list of the City and County of San Francisco ("City"), the State of California or the United States of America.

5. The Purchasing Policy Procedures Manual provides additional standards on the procurement of Goods and Services using the 3+ Contractor Telephone Solicitation Method.

B. Competitive Sealed Bids – Public Contract Code Method

1. The Competitive Sealed Bid Method is appropriate to be used when: (a) a complete, adequate and realistic specification or purchase description is available; and (b) the purchase lends itself to a firm fixed-price contract, and selection of the successful bidder can appropriately be made, principally on the basis of price.

2. The Competitive Sealed Bid Method must be used when (a) the Agency seeks to obtain construction services for a “Public Project” **or** “Construction Work” as those terms are defined by the California Public Contract Code (“Code”) or the Purchasing Policy Procedures Manual; **and** 2) the Agency seeks a contract that is otherwise subject to state or federal law requiring this method of procurement.

3. In general, the Competitive Sealed Bids Method requires the Agency: (a) to publicly solicit sealed bids using the current approved Construction Documents – Bid Specifications Template (“bid packet”); (b) to open publicly the bids at a time and place designated in the bid packet in the presence of all bidders who attend; (c) to evaluate the bids based on the requirements and specifications described in the bid packet; (d) to award a firm fixed-price contract (lump sum or unit price) to the lowest, Responsive, Responsible bidder whose bid conforms to all the material terms and conditions of the invitation for bids; and (e) to provide a bid protest period for unsuccessful bidders to challenge the award. The Code or other state and federal laws may specify the terms, conditions, and procedures required under this method of procurement.

4. The Purchasing Policy Procedures Manual provides additional standards on the procurement of Goods and Services using the Competitive Sealed Bids – Public Contract Code Method.

C. Request For Proposals / Request For Qualifications (“RFP/RFQ”) Method

1. The RFP/RFQ Method is appropriate for soliciting proposals from a number of prospective sources where the services sought are widely available. The RFP/RFQ Method allows staff to conduct a competitive solicitation and consider qualifications other than the lowest price. The resulting contract may be either a flat fee for services or cost reimbursable.

2. Agency staff may utilize the RFP/RFQ Method for the selection of developers for Agency projects or for the procurement of personal or professional services including but not limited to the following: accounting, architectural, engineering, environmental, legal or planning whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation.

3. The RFP/RFQ shall specify evaluation criteria for selection of a Contractor and shall reserve the right to reject or cancel the RFP/RFQ in whole or in part. The RFP/RFQ shall state that the Agency will not consider an applicant's public statements on matters of public concern, that are protected under the First Amendment to the United States Constitution and unrelated to the contract, in the evaluation and selection of the applicant for the contract.

4. Agency staff shall also use the RFP/RFQ Method for establishing and maintain a list (or Contractor panel) from which the Agency will select, on an as-needed basis, qualified contractors, consultants or vendors for future contracts,. The Agency Commission shall approve the formation of the panel if the future contracts may exceed the Executive Director's expenditure authority. Typically, the Agency will establish a panel for a set duration (no longer than three (3) years) and for a not-to-exceed aggregate amount that can be contracted.

5. In addition, Agency staff may select a Contractor from a City panel that was established using the City's competitive selection process, to the same extent that Agency staff may select a Contractor from an Agency panel authorized under this Purchasing Policy. If the Agency staff uses a City panel to select a Contractor for a contract exceeding the Executive Director's expenditure authority, the Agency Commission must approve the contract.

6. The Purchasing Policy Procedures Manual provides additional standards on the procurement of Goods and Services using the RFP/RFQ Method.

D. Sole Source Method

1. In the Sole Source Method, a proposal is solicited from only one source. Circumstances under which a contract may be awarded by the Sole Source Method are limited to one of the following:

a. The Goods or Services are available only from a **single** source or Contractor;

b. An emergency situation exists where a fire, flood or an immediate threat of personal injury, death or property damage has occurred (or is likely to occur) and where the urgency of the situation will not permit the delay needed to complete the 3+ Contractor Telephone Solicitation Method, the Competitive Sealed Bid Method or the RFP/RFQ Method, as determined by the Agency Executive Director ("**Emergency Conditions**");

c. After solicitation of a number of sources using the RFP/RFQ method described above, the Executive Director determines that the competition is inadequate;

d. The proposed Contractor has previously provided the needed Goods or Services to the Agency and, in doing so, has performed satisfactorily and gained specific information and experience making the proposed Contractor uniquely qualified to provide the needed Goods or Services; or

e. Although Emergency Conditions do not exist, the Agency's business assets or financial investments are at risk and the urgency of the requirement will not permit the delay needed to complete the 3+ Contractor Telephone Solicitation Method, the Competitive Sealed Bid Method or the RFP/RFQ Method, as determined by the Agency Executive Director.

2. Notwithstanding anything to the contrary contained in this Purchasing Policy, the Executive Director may authorize, under the Sole Source Method, the same Contractor to receive separate contracts that individually do not exceed the Executive Director's

expenditure authority, but that collectively exceed no more than \$150,000; provided, however, that each contract provides Goods or Services that are distinctly different from those provided under the other contracts by the same Contractor during any 12 month period.

3. The Purchasing Policy Procedures Manual provides additional standards for the procurement of Goods and Services using the Sole Source Method.

X. COMPLETING A PURCHASE

1. Except as noted in Section X.E (Emergency Conditions) below, all purchases of Goods shall be effective only by issuance of a valid purchase order in the form provided by the Agency. Employees from the various divisions shall not confirm an order with the vendor for the purchase of any Goods until a purchase order has been prepared by the Finance and Administrative Services Division (“**Finance Division**”).

2. A Personal Services Contract is normally required when personal services are being purchased, regardless of the cost of the services. Requests to waive this requirement and substitute a purchase requisition may be made to the Legal Division. The waiver will only be granted when to do so would cause little risk to the Agency.

3. The Purchasing Policy Procedures Manual provides additional standards for completing the purchase of Goods and Services, including but not limited to the single purchase of Goods.

A. Multiple Purchases of Goods

1. Vendors and Contractors from whom the Agency has a continuing need for small purchases/services (e.g., reproduction, office supplies, etc.) may be given a blanket purchase order periodically.

B. Ongoing Building Maintenance Services

Purchase orders are not required for each invoice received for rent, utilities or other continuing services such as maintenance contracts on equipment. However, such services shall be initiated by issuance of blanket purchase orders at the beginning of the original contract through the end of the fiscal year of the contract's origin. Subsequently, a purchase requisition for the total amount expected to be paid during the fiscal year should be forwarded to the Finance Division at the beginning of each fiscal year. Services other than building maintenance services should be done through a personal services contract and not as a purchase requisition, unless approved by the Legal Division pursuant to Section X.2 above.

C. Contracts for Construction, Personal or Professional Services

1. In accordance with the established contract approval procedures, services under a construction, personal or professional services contract should not be allowed to commence until the contract has been signed by the Contractor, the Agency General Counsel, and the Executive Director (or his/her designee).. Moreover, services should not commence until the Finance Division has confirmed that funds are available. Prior to the contract being

signed, the unsigned contract and Contractor's insurance certificates should be routed to the Administrative Services Manager for review of insurance provisions and to the Contract Compliance Division for review of contract compliance requirements.

2. After the contract is signed, a contract package should be forwarded to the Finance Division. The package shall include a purchase requisition for the total contract amount, the signed original contract, Contractor's certificates of insurance, and the approved Agency resolution authorizing the contract, when applicable.

3. Finance Division will check for available funds, encumber the budget for the contract amount (except in the case of service contracts applying to all Redevelopment Areas), and establish tracking for the contract.

4. The Contractor should be instructed to commence services by written notice to proceed, which, in the case of professional service contracts, should outline the specific scope of work, and the Project budget as appropriate. A copy of the notice should be forwarded to Finance for addition to the permanent file.

5. Contractor invoices should be inspected for adherence to contract provisions, budgets, and documentation by the division and the amounts adjusted when appropriate prior to forwarding them to Finance for payment.

D. Purchases from Petty Cash

1. When single purchases are made locally of a value of \$20.00 or less, exclusive of sales and other taxes and delivery and handling charges, and where such purchases are not in a continuing series of similar purchases or made from a vendor with whom the Agency does business on a regular and continuing monthly basis, consideration may be given to making the purchases from petty cash rather than by purchase order. Employees required to frequently attend meetings or do other Agency business outside the office and pay for parking at these times shall not normally be reimbursed from petty cash, but shall submit a Local Mileage and Expense Report for such parking periodically.

E. Emergency Conditions

1. Where an emergency condition exists, which has or will result in fire, flood or an immediate threat of personal injury, death or property damage where the urgency of the requirement will not permit the delay needed to complete the 3+ Contractor Telephone Solicitation Method, the Competitive Sealed Bid Method or the RFP/RFQ Method, as determined by the Agency Executive Director ("Emergency Condition"), the following shall be observed:

2. The Executive Director, Deputy Executive Director, Division Manager or Project Manager/Coordinator or their designees, in order of availability, shall have the authority to solicit bids by telephone, or otherwise, awarding the order to the lowest Responsive, Responsible bidder for immediate delivery. Only in an Emergency Condition shall an order be placed without soliciting bids.

3. A confirming requisition shall be prepared immediately by the originating Division and a purchase order shall be sent to the vendor.

XI. EXPENDITURE AUTHORITY

Note: This Section addresses expenditure authority only. Selection of a Contractor must follow one of the four methods set forth in Section IX regardless of who has the authority to authorize the contract. Also See Quick Reference Chart-Exhibit I for expenditure authority information.

A. Administrative Budgets - Recurring Purchases

1. Except as otherwise provided below, purchases within approved administrative budgets of Goods or Services necessary to do business, which are recurring in nature (e.g., subscriptions, postage, supplies, equipment lease and/or maintenance, local mileage, etc.) shall be the responsibility of the individual Division or Project Manager for his or her area of responsibility, and may be made without approval of the Agency Commission following budgetary approval. Expenses need not be in the same amounts every month to be considered recurring.

B. Administrative Budgets - Non-Recurring Purchases

1. Non-recurring purchases within approved administrative budgets shall be the responsibility of the individual Division or Project Manager for his or her area of responsibility for purchases between \$0 and \$999, but shall require the final approval of the Deputy Executive Director, Finance and Administration or the Executive Director for purchases between \$1,000 and \$50,000, and the Agency Commission in amounts over \$50,000. Examples of non-recurring expenses are purchases of personal computers and software, furniture and equipment, and temporary help. Attendance at seminars, training sessions, and conferences is not considered a non-recurring expense for purposes of this Purchasing Policy, but is covered under Section XI.E. below.

C. Service and Construction Contracts

1. Personal or professional services contracts within approved administrative or project budgets and prime construction contracts within approved project budgets shall be the responsibility of the individual Division or Project Manager for his or her area of responsibility, subject to the procurement and bidding procedures described in Section IX. above. Pursuant to Section 20612 of the California Public Contract Code, prime construction contracts over \$5,000 must be competitively bid. After review and approval as to form by the Agency General Counsel, contracts up to \$5,000 may be executed by the Division or Project Manager and, contracts between \$5,000 and \$50,000 may be executed by the Executive Director or the Deputy Executive Director, Finance and Administration without approval of the Agency Commission.

D. Property Management

1. Property Management work shall be provided by a licensed contractors that are selected in advance by the procedures described in Section IX above. The selected Contractor (whether time and material or flat fee based) shall comply with the Agency's equal

opportunity practices, Agency prevailing wage policy, liability insurance and bonding requirements contained in a contract in a form approved by the Agency General Counsel. The bid process shall be repeated no less than every three years.

E. Travel and Conferences

1. Out-of-town travel, meals and lodging and conference registration fees (regardless of conference location) within administrative budgets must be approved in advance by the Deputy Executive Director, Finance and Administration or the Executive Director in amounts up to \$3000. Amounts over \$3,000 require the advance approval of the Agency Commission.

F. Line Item Transfers

1. Under the California Community Redevelopment Law (Health & Safety Code Section 33606), the Agency Commission and Board of Supervisors must approve the Agency's annual budget and any amendments to the budget. Any changes to the approved budget that results in a ten percent change in any line item of the approved budget shall require the approvals of the Agency Commission and Board of Supervisors.

2. Line item transfers of budgeted Salary and Fringe Benefits to any other administrative expense shall not be permitted without the approval of the Deputy Executive Director for Finance and Administration. The Accounting Supervisor may request line item transfers within administrative budgets or within project budgets when the intended use is compatible with the original funding source, and when justified by circumstances, which could not be foreseen. Funds may not be transferred from project budgets to administrative budgets or vice versa.³ As part of the budget process, Agency managers also submit a more detailed budget to the Finance Division and Executive Director regarding proposed expenditures for the new fiscal year. These budgets are approved administratively and serve as the basis for preparing the annual budget that is submitted to the Agency Commission, Mayor's Office, and Board of Supervisors. In some instances, the reprogramming of funds within these more detail budgets may result in line item changes that would trigger the above-described approval by the Board of Supervisors.

3. Accordingly, line item transfers will be approved by the Deputy Executive Director for Finance and Administration to ensure such transfers are: (i) compatible with the original funding source; (ii) would not trigger approval by the Board of Supervisors (or if triggered, that Board of Supervisor approval is obtained prior to approval of the line item transfer); and (iii) in compliance with the Community Redevelopment Law and City policy.

XII. RESPONSIBILITY

1. The Deputy Executive Director for Finance and Administration is responsible for recommending administrative and project budgets to the Agency Commission.

2. The Agency Commission is responsible for review, modification and approval of the recommended budgets, for the approval of all contracts in excess of \$50,000 and for the approval of travel and/or conference costs in excess of \$3,000.

3. The individual Division Managers are responsible for implementing this Purchasing Policy in their respective Divisions and keeping records of vendors contacted and quotations received. Each Division is required to plan its work so that necessary Goods and Services can be purchased in advance and in accordance with standard purchasing policy.

4. The Accounting Supervisor is responsible for verifying the availability of funds, timely payment of vendors, enforcing line item transfer provisions, and the periodic review of this policy.

5. The Administrative Services Manager is responsible for acting as purchasing agent, coordinating the ordering and distribution of office supplies used Agency-wide, and in any other circumstances when group purchasing improves coordination and/or results in additional volume discounts. The Administrative Services Manager is responsible for identifying and implementing opportunities to realize Agency-wide savings through group purchasing of supplies.

6. The Executive Director is responsible for assuring that proper negotiating and contracting procedures are adhered to when authorizing contracts up to \$50,000 and when recommending larger contracts to the Agency Commission for approval. In addition, the Executive Director shall have the authority to promulgate, from time to time, purchasing procedures which are consistent with the Purchasing Policy without the need of further action by the Agency Commission. The purchasing procedures may be in the form of a procedures manual or in any other form deemed appropriate by the Executive Director.

XIII. SEVERABILITY

1. The provisions of this Purchasing Policy are declared to be separate and severable. The invalidity or unenforceability of any one or more provisions of this Purchasing Policy shall in no way affect the validity of the remainder.

EXHIBIT I

SAN FRANCISCO REDEVELOPMENT AGENCY

EXPENDITURE AUTHORIZATION

	DEPUTIES AND MANAGERS	EXECUTIVE DIRECTOR OR DEPUTY EXECUTIVE DIRECTOR	VOTE OF COMMISSIONERS
1. Regular, recurring operating Expenses within Administrative Budgets (i.e., rent, utilities maintenance, local mileage)	Any Amount	Any Amount	Budgetary Approval
2. Non-Recurring purchases within Administrative Budgets (i.e., Computers, furniture, etc.)	Up to \$1,000	Up to \$50,000	Over \$50,000
3. Personal or Professional Services Contracts (including Property Management)	Up to \$5,000	Up to \$50,000	Over \$50,000
4. Prime Construction Contracts	Up to \$5,000	Up to \$50,000	Over \$50,000
5. Out of Town Travel / meals / lodging: Local or out of town conference registration fees within Administrative Budgets	No Authority	Up to \$3,000	Over \$3,000

ATTACHMENT 11: FORM OF PERSONAL SERVICES CONTRACT

OFFICE OF COMMUNITY INVESTMENT AND INFRASTRUCTURE/
SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY AND
COUNTY OF SAN FRANCISCO

PERSONAL SERVICES CONTRACT

This PERSONAL SERVICES CONTRACT (“Contract”) is entered into as of [effective date] by and between the OFFICE OF COMMUNITY INVESTMENT AND INFRASTRUCTURE/SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY AND COUNTY OF SAN FRANCISCO, a public body, corporate and politic (“OCII”), and [CONTRACTOR NAME], [**“a California corporation” or “a sole proprietorship”**] (“Contractor”).

RECITALS

- A.
- B.
- C.
- D.

NOW, THEREFORE, OCII and the Contractor agree as follows:

1. SCOPE OF SERVICES

Contractor shall provide the services described on **Attachment A**, “Scope of Services”.

2. TIME OF COMPLETION

The term of this Contract shall begin on [starting date] and end on [Contract ending date].

Contractor’s Schedule of Performance is set forth on Attachment “ ”.

Contractor will begin work within ____ days after receipt of an OCII Notice to Proceed.

Time for completion for this Contract will be ____ days after receipt of an OCII Notice to Proceed to the Contractor.

3. COMPENSATION AND METHOD OF PAYMENT

A. Compensation. For example: “The maximum amount payable under this Contract is _____ (\$_____). Payment shall be made according to the schedule

ATTACHMENT 11: FORM OF PERSONAL SERVICES CONTRACT

and terms described on Attachment __, "Payment Schedule". All expenses of Contractor are included in the amounts payable pursuant to **Attachment B**, "Budget", and no expenses shall be reimbursed separately. Contractor will submit monthly billing invoices to OCII. The invoices shall include the billing amount, total hours invoiced, hourly billing rate, description of services rendered, supporting documentation and Contractor's signature. OCII staff will review and approve these invoices for payment."

B. Taxes. No payroll or employment taxes of any kind will be withheld or paid by OCII on behalf of Contractor. OCII will not treat Contractor as an employee with respect to the Contract services for any purpose, including federal and state tax purposes. Contractor understands and agrees that it is Contractor's responsibility to pay all taxes required by law, including self-employment social security tax. OCII will issue an IRS 1099 Form, or other appropriate tax-reporting document, to Contractor for the Contract services.

C. Benefits. Contractor will not be eligible for, and will not participate in, any health, pension, or other benefit of OCII which exists solely for the benefit of OCII employees during the Contract Term.

4. NO PERSONAL LIABILITY

No member, official or employee of OCII shall be liable personally to Contractor or any successor in interest in the event of any default or breach by OCII or for any amount which may become due to Contractor or any successor or on any obligation under the terms of this Contract.

5. ASSIGNMENT OF CONTRACT

Contractor shall not assign this Contract, or any part thereof, without the prior express written consent of OCII.

6. TERMS AND CONDITIONS-CDBG FUNDED CONTRACTS

This Contract is funded in whole or in part with CDBG funds and all CDBG requirements apply, including, but not limited to Section 3 Clause (see below). The Contractor must comply with the policies, guidelines and requirements of OMB Circulars No. A-122, A-133 and the portions of A-100 or the related CDBG provisions required by 24 CFR 570.502(b). Contractor is responsible for assuring compliance with the circulars as they may be amended from time to time. If the Contractor is subject to the single audit requirement by virtue of the dollar amount of the Contract, or Contractor's total amount of CDBG funded contracts during the term of this Contract, Contractor must provide OCII with such an audit when it is submitted to MOCI, or other applicable recipient entity.

SECTION 3 CLAUSE

Section 3 Clause (12 U.S.C. 1701u) (24 CFR Part 135)

ATTACHMENT 11: FORM OF PERSONAL SERVICES CONTRACT

A. The work to be performed under this Contract is on a project assisted under a program providing direct Federal financial assistance from the U.S. Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that, to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the area of the Section 3 covered project, and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the Section 3 covered project.

B. The parties to this Contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of the Department of Housing and Urban Development set forth in 24 CFR Part 135, and all applicable rules and orders of the Department of Housing and Urban Development issued thereunder prior to the execution of this Contract. The parties to this Contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

C. The Contractor will send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

D. The Contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of the Department of Housing and Urban Development, 24 CFR Part 135. The Contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

E. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department of Housing and Urban Development issued thereunder prior to the execution of the Contract, shall be a condition of the Federal financial assistance provided under this Contract and shall be binding upon Contractor, its successors and assigns. Failure to fulfill these requirements shall subject the Contractor, its subcontractors, successors and assigns to those sanctions specified by 24 CFR Part 135.

7. NON-FEDERAL LABOR STANDARDS

Contractor agrees that any employees performing work or services for Contractor shall be subject to the State and local laws governing prevailing wage rates, hours and working conditions, and benefits applicable to similar work or services performed in San Francisco. Contractor further agrees that the inclusion of the above provision in this Contract shall not be construed to relieve Contractor or any subcontractor from the pertinent requirements of any applicable Federal labor

standards provision. Where minimum rates of pay required under State or local law are higher than the minimum rates of pay required by or set forth in applicable Federal labor standards, said State or local minimum rates shall be the applicable minimum rates of pay for such classifications.

8a. INDEMNIFICATION

To the fullest extent allowable by law, Contractor shall hold harmless, defend at its own expense and indemnify OCII, the City and County of San Francisco and their respective commissioners, members, officers, agents and employees against any and all liability, claims, losses, damages or expenses, including reasonable attorney's fees, arising directly or indirectly from all acts or omissions to act of contractor or its officers, agents or employees in rendering services under this contract; excluding, however, such liability, claims, losses, damages or expenses arising from OCII's gross negligence or willful acts and is not contributed to by any act of, or by any omission to perform some duty imposed by law or agreement on Contractor, its officers, agents or employees. In addition to Contractor's obligation to indemnify OCII, Contractor specifically acknowledges and agrees that it has an immediate and independent obligation to defend OCII from any claim which actually or potentially falls within this indemnification provision, even if the allegations are or may be groundless, false or fraudulent, which obligation arises at the time such claim is tendered to Contractor by OCII and continues at all times thereafter. This section does not apply to contracts for construction design services provided by a design professional, as defined in California Civil Code Section 2782.8.

8b. INDEMNIFICATION BY DESIGN PROFESSIONALS

This section applies to any design professional as defined in California Civil Code Section 2782.8 who is or will provide construction design services ("Design Professional") as part of, collateral to, or affecting this Agreement with the Contractor. Each Design Professional who will provide construction design services shall hold harmless, defend at his or her own expense and indemnify OCII, the City and County of San Francisco and their respective commissioners, members, officers, agents and employees of and from all claims, loss, damage, injury, actions, causes of action and liability of every kind, nature and description, including reasonable attorney's fees, directly or indirectly that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Design Professional. It is expressly agreed and understood that the duty of indemnification pursuant to this section, including the duty to defend, is to be interpreted broadly, to the greatest extent permitted by law, including but not limited to California Civil Code Section 2782.8.

9. INDEPENDENT CONTRACTOR

Contractor hereby declares that it is engaged in an independent business and agrees to perform its services as an independent contractor and not as the agent or employee of OCII. Contractor has and hereby retains the right to exercise full control and supervision of the services and work to be provided under this Contract and full control over the employment, direction, compensation and discharge of all persons assisting it in the performance of the services and work hereunder. Contractor agrees to be solely responsible for all matters relating to payment of employees, including, but not limited to, compliance with all federal, state and local payroll tax

and withholding requirements, workers' compensation requirements and all regulations governing such matters. Contractor agrees to be solely responsible for its own acts and those of its subordinates and employees during the term of the Contract.

10. INSURANCE

A. Contractor must procure and maintain for the duration of the Contract, including any extensions, insurance against claims for injuries to person or damages to property which may arise from or in connection with the performance of the work under this Contract by the Contractor, its agents, representatives, employees or subcontractors. If the Contractor maintains additional coverages and/or higher limits than the minimums shown in this Article 10, OCII requires and shall be entitled to the additional coverage and/or the higher limits maintained by the Contractor.

B. Minimum Scope of Insurance. Coverage must be at least as broad as:

- (1) Insurance Services Office Commercial General Liability coverage (occurrence form CG 00 01).
- (2) Insurance Services Office Automobile Liability coverage, code 1 (form number CA 00 01- any auto).
- (3) Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
- (4) Professional Liability Insurance appropriate to the Contractor's profession covering all negligent acts, errors and omissions.

C. Minimum Limits of Insurance. Contractor must maintain limits no less than:

- (1) General Liability:
 - a. \$5,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit must apply separately to this project/location or the general aggregate limit must be twice the required occurrence limit (\$10,000,000). Applicable Umbrella or Excess Liability limits may be used to meet the terms of this paragraph.
- (2) Automobile Liability: \$5,000,000 per accident for bodily injury and property damage.
- (3) Workers' Compensation and Employer's Liability: Workers' Compensation limits as required by the State of California and Employer's Liability limits of \$1,000,000 for bodily injury by accident and \$1,000,000 per

person and in the annual aggregate for bodily injury by disease. (Required only if Contractor has employees).

(4) Fidelity Bond or other form of Commercial Crime insurance: \$100,000.

D. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by OCII. At the option of OCII, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects to OCII, the City and County of San Francisco and their respective commissioners, members, officers, agents and employees; or Contractor shall provide a financial guarantee satisfactory to OCII guaranteeing payment of losses and related investigations, claim administration and defense expenses.

E. Other Insurance Provisions. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

- (1) The “Office of Community Investment and Infrastructure/Successor Agency to the Redevelopment Agency of the City and County of San Francisco, the City and County of San Francisco and their respective commissioners, members, officers, agents and employees” are to be covered as additional insureds as respects: liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor; and liability arising out of work or operations performed by or on behalf of the Contractor.
- (2) For any claims related to this Contract, the Contractor’s insurance coverage must be primary insurance as respects to OCII, the City and County of San Francisco and their respective commissioners, members, officers, agents, and employees. Any insurance or self-insurance maintained by OCII, the City and County of San Francisco and their respective commissioners, members, officers, agents or employees shall be in excess of Contractor’s insurance and shall not contribute with it.
- (3) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to OCII, the City and County of San Francisco and their respective commissioners, members, officers, agents or employees.
- (4) Each insurance policy required by this clause must be endorsed to state that coverage will not be suspended, voided, canceled by either party, or reduced in coverage or in limits, except after thirty (30) days’ prior written notice by certified mail, return receipt requested, has been given to OCII.
- (5) Contractor hereby grants to OCII a waiver of any right to subrogation which any insurer of said Contractor may acquire against OCII by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but

this provision applies regardless of whether or not OCII has received a waiver of subrogation endorsement from the insurer.

- (6) If any of the required policies provide coverage on a claims-made basis:
 - a. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
 - b. Insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the contract of work.
 - c. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five years after completion of contract work.

F. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise approved by OCII's Risk Manager.

G. Verification of Coverage. Contractor must furnish OCII with certificates of insurance and with original endorsements evidencing coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements may be on forms provided by OCII. All certificates and endorsements are to be received and approved by OCII before work commences. OCII reserves the right to require complete, certified copies of all required insurance policies, including endorsements demonstrating the coverage required by these specifications at any time.

H. Subcontractors. Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all the requirements stated herein.

11. RECORDS, REPORTS AND AUDITS

A. Records

- (1) Records shall be established and maintained in accordance with OCII requirements, and U.S. Department of Housing and Urban Development ("HUD") requirements if the Contract is funded with HUD Community Development Block Grant ("CDBG") funds, with respect to all matters covered by this Contract. Except as otherwise authorized by OCII, such records shall be maintained for a period of four years from the date of the termination of the Contract; except that records that are the subject of audit findings shall be retained for four years or until such audit findings have been resolved, whichever is later.

- (2) All costs shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to this Contract shall be clearly identified and readily accessible.

B. Reports and Information

At such times and in such forms as OCII, the City and County of San Francisco or HUD, if the Contract is funded with CDBG funds, may require, there shall be furnished to OCII or its designated representative such statements, records, reports, data and information as OCII, the City and County of San Francisco or HUD may request pertaining to matters covered by this Contract.

C. Audits and Inspections

At any time during normal business hours and as often as OCII, the City and County of San Francisco or HUD, and/or the Comptroller General of the United States, if the Contract is funded with CDBG funds, may deem necessary, there shall be made available to OCII or its representatives for examination all records with respect to all matters covered by this Contract and Contractor will permit OCII, the City and County of San Francisco, HUD and/or the Comptroller General of the United States to audit, examine and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Contract.

12. CONFLICTS

Except for approved eligible administrative or personnel costs, no employee, agent, contractor, officer or official of OCII who exercises any functions or responsibilities with respect to this Contract or who is in a position to participate in a decision making process or gain inside information with regard to it, shall obtain a personal or financial interest in or benefit from any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for himself or herself or for those with whom they have family or business ties, during his or her tenure or for two years thereafter. The term "Contractor" also includes the employees, officers (including board members), agents and subcontractors of a Contractor under this Contract. In order to carry out the purposes of this Section, Contractor shall incorporate, or cause to be incorporated, in all contracts and subcontracts relating to activities pursuant to this Contract, a provision similar to that of this Section.

13. CONTRACTOR'S DUTY OF LOYALTY

Contractor for itself and subcontractors, if any, agrees to abide by OCII's duty of loyalty, which appears at Section IX.H. (Prohibited Activities of Present and Former Employees, Commissioners and Consultants) of OCII's Personnel Policy and which states in part the following: "Unless approved in advance in writing by OCII, no present or former employee, Commissioner or consultant of OCII shall knowingly act for anyone other than OCII in connection

with any particular matter in which OCII is a party, or has a direct and substantial interest, and in which he or she participated personally and substantially as an OCII employee, Commissioner or consultant whether through decisions, recommendations, advice, investigation or otherwise. Violation of this section by a present employee, consultant or Commissioner may, in the case of an employee or consultant, be grounds for discharge or termination of the consultant contract, and in the case of a Commissioner, be considered misconduct in office pursuant of California Health and Safety Code Section 33115.”

14. LIMITATIONS ON CONTRIBUTIONS

Through execution of this Agreement, Contractor acknowledges that it is familiar with section 1.126 of the San Francisco Campaign and Governmental Conduct Code, which prohibits any person who contracts with OCII for the rendition of personal services, for the furnishing of any material, supplies or equipment, for the sale or lease of any land or building, or for a grant, loan or loan guarantee, from making any campaign contribution to (1) the Mayor or members of the Board of Supervisors, (2) a candidate for Mayor or Board of Supervisors, or (3) a committee controlled by such office holder or candidate, at any time from the commencement of negotiations for the contract until the later of either the termination of negotiations for such contract or six months after the date the contract is approved. Contractor acknowledges that the foregoing restriction applies only if the contract or a combination or series of contracts approved by the same individual or board in a fiscal year have a total anticipated or actual value of \$50,000 or more. Contractor further acknowledges that the prohibition on contributions applies to each prospective party to the contract; each member of Contractor's board of directors; Contractor's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 20 percent in Contractor; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Contractor. Additionally, Contractor acknowledges that Contractor must inform each of the persons described in the preceding sentence of the prohibitions contained in section 1.126.

Finally, Contractor agrees to provide to OCII the names of each member of Contractor's board of directors; Contractor's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 20 percent in Contractor; any subcontractor listed in the bid or contract; and any committee that is not sponsored or controlled by Contractor.

15. CONFIDENTIALITY/PROPERTY OF AGENCY

All of the reports, information, data or other materials prepared or assembled by Contractor under this Contract, including Contractor's opinions and conclusions based upon such items, are confidential. Contractor agrees that such reports, information, opinions or conclusions shall not be made available to or discussed with any individual or organization, including the news media, without the prior written approval of OCII. Unless otherwise stated in the Scope of Services, all such reports, information, data or other materials and work product shall become the property of OCII, but are subject to disclosure under the Public Records Act, Cal. Gov't Code §§ 6250 et seq., and the Agency Public Records Policy, Agency Resolution No. 182-2005 (Nov. 1, 2005).

16. COMPLIANCE WITH CALIFORNIA GOVERNMENT CODE

It is understood and agreed that Contractor shall comply with California Government Code Section 7550. California Government Code Section 7550 provides in part that when the total cost for work performed for a local agency by nonemployees of such agency exceeds \$5,000.00, any document or written report prepared in whole or in part by nonemployees for such agency shall contain, in a separate section, the numbers and dollar amount of all contracts and subcontracts relating to the preparation of such document or written report.

17. NONDISCRIMINATION AND EQUAL BENEFITS

A. There shall be no discrimination against or segregation of any person, or group of persons, on account of race, color, religion, creed, national origin or ancestry, sex, gender identity, age, marital or domestic partner status, sexual orientation or disability (including HIV or AIDS status) in the performance of this Contract. Contractor will ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, creed, national origin or ancestry, sex, gender identity, age, marital or domestic partner status, sexual orientation or disability (including HIV or AIDS status) or other protected class status. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; selection for training, including apprenticeship; and provision of any services or accommodations to clients or the general public.

B. Contractor will, in all solicitations or advertisements for employees placed by it or on its behalf, state it is an equal opportunity employer.

C. Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

D. Contractor agrees not to discriminate in the provision of benefits between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of such employees, and shall comply fully with all provisions of OCII's Nondiscrimination in Contracts Policy ("Policy"), adopted by Agency Resolution No. 175-97, as such Policy may be amended from time to time.

E. Contractor shall provide all services to the public under this Contract in facilities that are accessible to persons with disabilities as required by state and federal law and execute **Attachment C** "Nondiscrimination in Contracts and Benefits Form".

18. COMPLIANCE WITH SMALL BUSINESS ENTERPRISE PROGRAM

OCII implements a Small Business Enterprises ("SBE") Program that was adopted by OCII Resolution No. 43-2015 and that requires consideration in awarding contracts in the following order: 1) Project Area SBEs, 2) San Francisco-based SBEs (outside an OCII Project Area), and 3)

All other SBEs. Non San Francisco-based SBEs should be used to satisfy participation goals only if Project Area SBEs or San Francisco-based SBEs are not available, qualified, or if their bids or fees are significantly higher than those of non San Francisco-based SBEs (see **Attachment D** “SBE Agreement”).

Under the SBE Program, the Contractor, in awarding subcontracts, must make good faith efforts to achieve SBE participation of 50% for professional, personal services, and construction contracts; provided, however, that this goal may vary depending on the extent of subcontracting opportunities under OCII contract and the availability of SBE subcontractors capable of providing goods or services required by the contract; and provided further, that OCII has the sole discretion to modify the 50% SBE participation goal consistent with the SBE Program, as specified in the SBE Agreement.

OCII relies on the information that a business may have provided to qualify under another public entities’ business certification program in determining whether that business qualifies as an SBE under OCII’s SBE Program. Those other programs include: City and County of San Francisco Local Disadvantaged Business Enterprises (LBE) certification, *information available at* - <http://sfgsa.org/index.aspx?page=5364>; and State of California – Small Business Enterprises certification – <http://www.dgs.ca.gov/pd/Programs/OSDS/GetCertified.aspx>. OCII retains the discretion, however, to determine if the information provided for those other programs meets SBE eligibility under OCII’s SBE Program.

19. COMPLIANCE WITH MINIMUM COMPENSATION POLICY AND HEALTH CARE ACCOUNTABILITY POLICY

Contractor agrees, as of the date of this Contract and during the term of this Contract, to comply with the provisions of OCII’s Minimum Compensation Policy and Health Care Accountability Policy (the “Policies”), adopted by Agency Resolution 168-2001, as such policies may be amended from time to time (See **Attachment E** “Minimum Compensation Policy” and **Attachment F** “Health Care Accountability Policy”). Such compliance includes providing all “Covered Employees,” as defined under Section 2.7 of the Policies, a minimum level of compensation and offering health plan benefits to such employees or to make payments to the City and County of San Francisco’s Department of Public Health, or to participate in a health benefits program developed by the City and County of San Francisco’s Director of Health.

20. TERMINATION

OCII may terminate this Contract at any time without cause upon written Notice of Termination to the Contractor; provided, however, that in the event of such termination, OCII shall compensate the Contractor for work completed to the satisfaction of OCII as of the date of such notice or the date of termination specified in and directed by such notice.

21. MISCELLANEOUS PROVISIONS

A. Notices

ATTACHMENT 11: FORM OF PERSONAL SERVICES CONTRACT

All notices, demands, consents or approvals required under this Contract shall be in writing and shall be deemed given when delivered personally or by facsimile transmission or three (3) business days after being deposited in the U.S. Mail, first class postage prepaid, return receipt requested, addressed as follows:

If to OCII: Office of Community Investment and Infrastructure/Successor
Agency to the San Francisco Redevelopment Agency
One South Van Ness Avenue, Fifth Floor
San Francisco, CA 94103
Attention: Executive Director

If to Contractor: **[name]**
 [mailing address]
 Attention: **[contact]**

or to such other addresses as the parties may designate by notice as set forth above.

B. Time of Performance

- (1) Time is of the essence in the performance of all the terms and conditions of this Contract.
- (2) All performance and cure periods expire at 5 p.m., San Francisco, California time, on the applicable date.
- (3) A performance or cure date which otherwise would be a Saturday, Sunday or OCII holiday shall be extended to the next OCII working day.

C. Successors and Assigns

This Contract shall be binding upon and inure to the benefit of the successors and assigns of OCII and the Contractor. Where the term “Contractor” or “Agency” is used in this Contract, it shall mean and include their respective successors and assigns; provided, however, that OCII shall have no obligation under this Contract to, nor shall any benefit of this Contract accrue to, any unapproved successor or assign of Contractor where OCII approval of a successor or assign is required by this Contract.

D. Modification, Waiver and Amendment

Any modification, waiver or amendment of any of the provisions of this Contract must be in writing and signed by both OCII and Contractor.

E. Entire Contract

This Contract represents the complete agreement between the parties as to the matters described herein, and there are no oral understandings between Contractor and OCII affecting this

ATTACHMENT 11: FORM OF PERSONAL SERVICES CONTRACT

Contract not set forth herein. This Contract supersedes all previous negotiations, arrangements, agreements and understandings between Contractor and OCII with respect to the subject matter hereof.

F. Severability

If any provision of this Contract shall be determined to be illegal or unenforceable, such determination shall not affect any other provision and all such other provisions shall remain in full force and effect.

G. Governing Law

This Contract shall be governed by the laws of the State of California. It is the responsibility of Contractor to be informed of local, state and federal laws and requirements applicable to this Contract and to perform all work in compliance with those laws and requirements.

H. Headings

Titles of parts or sections of this Contract are inserted for convenience only and shall be disregarded in construing or interpreting its provisions.

I. Attorneys' Fees

In any action or proceeding arising out of this Contract, the prevailing party shall be entitled to reasonable attorneys' fees and costs.

J. Authority

The undersigned represents and warrants that he or she has full power and authority to enter into this Contract and to bind the Contractor in accordance with its terms.

K. Designated Representative

The initial designated representative for OCII for this Contract is _____, OCII representative's phone number is _____. The initial Contractor designated representative for this Contract is _____, the Contractor's designated representative's phone number is _____.

IN WITNESS WHEREOF OCII and Contractor have executed this Contract as of the date first above written.

[CONTRACTOR] [**"a California corporation" or "a sole proprietorship"**]

ATTACHMENT 11: FORM OF PERSONAL SERVICES CONTRACT

By: _____
[Signatory]
[Title]
Federal Tax Identification No. _____

SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY
AND COUNTY OF SAN FRANCISCO, a public body, corporate and politic

By: _____
Nadia Sesay
Executive Director

APPROVED AS TO FORM:

By: _____
James B. Morales
Agency General Counsel

**[The following is to be included only if the contract needs to be approved by the
Commission]**

Authorized by Resolution No. _____, adopted _____.

ATTACHMENTS

- Attachment A: Scope of Services
- Attachment B: Budget
- Attachment C: Nondiscrimination in Contracts and Benefits Form
- Attachment D: Small Business Enterprise Agreement
- Attachment E: Minimum Compensation Policy Declaration
- Attachment F: Health Care Accountability Policy Declaration

ATTACHMENT #12

RFP REGISTRATION FORM

Hunters Point Shipyard Phase 1 Parks Maintenance and Property Management

Name of Organization:

Address:

Contact Person:

Phone:

Fax:

E-mail:

ATTACHMENT #13

SUBMISSION CHECKLIST SHEET

Proposals should be as simple and concise as possible, while addressing all of the requirements below. Proposals must contain all of the following information:

- ☐ (1) Cover Letter: A letter of no more than two (2) pages which describes the Bidder or Team, the role of each business in the Team, and the most important features of the Proposal.
- ☐ (2) Contracting Team: A list identifying the managing Prime Contractor and all subcontractors, with business name, contact person, address, telephone and facsimile numbers, and e-mail address. Identify which members of the Team are Small Business Enterprises, as defined in Attachment 3: Small Business Enterprise Agreement.
- ☐ (3) Cost Proposal: Complete the Cost Proposal (Attachment 1) and sign.
- ☐ (4) List of Relevant Experience: Using Attachment 2: Relevant Experience Form, provide current and recent contracts during the past five years. Complete separately for each business on the team.
- ☐ (5) Management and Staffing Structure: A description of management and staffing, with key employees and their responsibilities; resumes for key employees including any relevant qualifications, experience, professional licenses and designations; and an organization chart illustrating the organization structure. Bidders must notify OCII in writing within ten days of any change in the employment status of key employees.
- ☐ (6) Proposed Approach: A narrative of not more than two (2) pages describing the Bidder or Team's proposed approach to providing each section of the Scope of Services. Include descriptions of proposed maintenance services and frequencies of service to achieve the standards specified in Exhibit 1 :Scope of Services.
- ☐ (7) Hiring Plan: A narrative no longer than one (1) page describing Bidder's proposed plan for meeting or exceeding OCII's local workforce hiring goal (50% of hours worked by local residents, with first preference to residents of ZIP codes 94124, 94134, and 94107). For details on the local workforce hiring goal, see the Bayview Hunters Point Employment and Contracting Policy (Attachment 9) as amended by DDA Exhibit X-B (Attachment 9a).
- ☐ (8) Bank Letter of Good Standing: A letter of good standing from the Prime Contractor's bank, on bank letterhead, indicating the length of time Prime Contractor has held an account and confirmation of any outstanding loans or credit cards. Clearly mark the letter "CONFIDENTIAL". OCII will make a good faith effort to keep the letter confidential, but cannot guarantee its confidentiality.

The following items must be completed and/or answered in writing for the Prime Contractor. Subcontractors do not need to complete these items.

- ☐ (9) A signed Small Business Enterprise Agreement (Attachment 3) and Subconsultant Participation Form (Attachment 3a) listing Bidder's SBE

subcontractor(s) to evidence ability to meet OCII's SBE participation goal of 50%.

- ☐ (10) A signed Declaration of Nondiscrimination in Contracts and Benefits (Attachment 4).
- ☐ (11) A signed Statement of Compliance with OCII Policies & Certification of Bidder (Attachment 8).

The following items must be completed and/or answered in writing for the Prime Contractor and every subcontractor on the Bidder's team.

- ☐ (12) A signed Minimum Compensation Policy Declaration (Attachment 5).
- ☐ (13) A signed Health Care Accountability Declaration (Attachment 6).
- ☐ (14) Complete responses to all questions in the Disclosure Questionnaire (Attachment 7).

EXHIBIT 1: SCOPE OF SERVICES

Section I. Park and Streetscape Maintenance

A. Turf

1. General Standards
 - a. All turf areas shall support their designed uses.
 - b. Turf will be healthy with an even and uniform surface, color, and soil moisture that benefits the plant without disrupting the user's experience. Turf will not exhibit bare spots. Turf will be pest-free and weed-free.
2. Turf Maintenance
 - a. Mowing: turf will be maintained at height of 2.5-3 inches.
 - b. Edging: Complete site edging of trees, curbs, sidewalks, beds, buildings, sprinklers, valve boxes, meter boxes, etc. shall be performed to ensure that the site looks groomed and neat at all times.
 - c. Aeration: as needed to maintain General Standards, minimum of two times per year.
 - d. Reseeding or Sod Replacement: as needed to maintain General Standards.
 - e. Fertilizer: four times per year, with additional applications as required to maintain General Standards based on soil conditions and plant needs.

B. Trees

1. General Standards
 - a. Trees shall provide shade, wind breaks, sound attenuation, and otherwise enhance the park or landscape setting. Tree height and shape shall be appropriate to the species and stage of growth. Tree branching structures shall be healthy, attractive and free of hazards. Trees shall not exhibit broken or cracked limbs or suckers.
2. Maintenance
 - a. Pruning: as needed to maintain the General Standards. All tree pruning shall comply with the Pruning Standards for Trees: City and County of San Francisco (<http://sfpublicworks.org/services/tree-pruning>).
 - b. Trimming: Tree limbs shall be removed to eight feet (8') above pedestrian areas including turf, and to fifteen feet (15') above vehicular areas.
 - c. Staking: as needed to allow young trees' roots to be firmly established. Stakes and ties shall be adjusted such that trees stand straight. Stakes and ties shall be periodically inspected, and tight or damaged ties replaced or repaired. Once trees are firmly established, stakes shall be removed with no protrusion above ground.
 - d. Trunk protection: when edging, weeding, or mowing, the Contractor shall not scar tree trunks in any way.
 - e. Removal and replacement: the Contractor shall report damaged trees requiring replacement to OCII, and remove and replace them within thirty (30) days of OCII's written authorization. Replacement trees shall be of the same size and

species, up to 36" box tree. If the size and species cannot be matched, the Contractor shall recommend an appropriate replacement size and species.

C. Shrubs, Perennials and Ground Cover

1. General Standards

- a. Shrubs, perennials and ground cover will exhibit a healthy, attractive condition; will be weed-free; and will not extend beyond curbs onto sidewalks, pavement, buildings or turf areas.
- b. Ground cover shall control and prevent erosion.
- c. Hedges and shrubs along fences and walls will be maintained at the height of the fence or wall, or a height approved by OCII.
- d. Fertilization, irrigation and cultivation (where applicable) will be adjusted to serve the requirements of each species.

2. Maintenance

- a. Fertilization, weeding, irrigation and cultivation: as needed to meet General Standards.
- b. Replacement: The Contractor shall notify OCII of failed or damaged plant materials, and replace within thirty (30) days of OCII's written authorization. Replacement plant material shall be the same size and species as the damaged or failed plants. If replacements of the same size and species are not feasible, the Contractor shall recommend alternatives for approval by OCII.
- c. Flowering plants shall be deadheaded and trimmed periodically to remove wilted blossoms and other defects.

D. Paved Surfaces

1. General Standards

- a. Paved surfaces include sidewalks, pathways and other areas topped with concrete, brick, pavers and asphalt.
- b. Paved surfaces will be free of sand, decomposed gravel, litter, debris, leaves, and weeds, and standing water from irrigation such that the attractive appearance and safety of the area are maintained; and will be kept cleaned of spills, gum, paint, chalk, dirt and debris.

E. Unpaved walkways and other unplanted areas

1. General Standards

- a. Unpaved surfaces include designated paths and trails with porous surfaces.
- b. Unpaved surfaces will be free of weeds, debris, litter and standing water from irrigation such that the attractive appearance and safety of the area are maintained.
- c. Unpaved walkways shall be maintained in a smooth, level and safe condition.

F. Site Furnishings (benches, tables, trash containers, fountains, bicycle racks, barbecue pits, etc.)

1. The Contractor shall inspect site furnishings monthly for condition and defects.

2. The Contractor shall pressure wash or clean site furnishings as needed to maintain in a clean condition.

G. Playgrounds

1. General Standards
 - a. Playgrounds shall be free of trash, litter, and organic and non-organic debris.
2. Maintenance
 - a. The Contractor shall maintain playgrounds two times per week to ensure an even distribution of material across the surface.
 - b. The Contractor shall remove all organic and non-organic debris from play areas immediately upon discovery.

H. Irrigation

1. The Contractor shall program all irrigation controllers to deliver optimum water to each plant type at the lowest cost with maximum resource conservation.
2. Irrigation shall comply with all applicable State and local ordinances, regulations and laws regarding conservation of the public water system, including the SFPUC Rules and Regulations Governing Water Service to Customers, Section F: Water Efficient Irrigation (<http://sfwater.org/Modules/ShowDocument.aspx?documentid=387>).
3. Scheduling: Irrigation will primarily be delivered between 5:00 p.m. and 8:00 a.m., and whenever possible outside of hours when parks are open.
4. The Contractor shall provide OCII with a monthly irrigation schedule for all controllers.
5. The Contractor shall perform preventative maintenance inspections as needed; check all irrigation zones for operation; and routinely inspect turf, plant materials and trees for signs of stress or damage. The Contractor shall initiate all needed repairs within 24 hours of discovery.

I. Disease and Pest Management

1. General Standards
 - a. Turf, trees and landscaping shall be disease and pest free.
2. Integrated Pest Management
 - a. The Contractor shall use an Integrated Pest Management (“IPM”) approach in controlling pests. The Contractor shall comply with all provisions of San Francisco Environment Code Chapter 3: Integrated Pest Management Program and implement the San Francisco IPM Compliance Checklist (<https://sfenvironment.org/download/2016-reduced-risk-pesticide-list-and-compliance-checklist-final>).

J. Litter Removal and Trash and Recycling Container Service

1. Sites shall be free of all litter after each landscape service.

2. The Contractor shall empty trash and recycling containers when they are half full or more or have a foul odor at the time of service.

K. Surface ditches and subdrains

1. The parks and open spaces contain surface ditches and underground subdrains which channel runoff and ground water and stabilize slopes and hillsides. Their locations are documented in **Exhibit 8: Subdrain Plans**.
2. The Contractor shall maintain surface ditches and subdrains in accordance with **Exhibit 9: Slope and Drainage Maintenance Guidelines**.
3. See **Attachment 1: Cost Proposal** for additional detail about the estimated cost of regular subdrain maintenance. It is anticipated that the Prime Contractor will subcontract this work bi-annually.

L. Public art pieces

1. The parks contain public art pieces, in locations documented in **Exhibit 2: Facilities**. The Contractor shall maintain public art pieces in accordance with **Exhibit 10: Public Art Conservation and Maintenance Report**.

M. Lighting fixtures

1. All lighting fixtures in the parks shall be maintained in good working order, with light bulbs replaced as needed and grime removed from glass to ensure effective illumination.

N. BMPs

1. **Definition:** Stormwater management BMPs are surface features which mitigate the quality and quantity of urban runoff. BMPs include vegetated swales and bioretention cells.
2. BMPs are located in several of the Facilities, in locations indicated in **Exhibit 11: BMP Locations and Maintenance Checklist**. All BMPs shall be maintained in accordance with **Exhibit 11: BMP Locations and Maintenance Checklist**.
3. For additional information on BMPs, see the San Francisco Public Utility Commission's BMP fact sheets online at the following address:
<https://sfwater.org/Modules/ShowDocument.aspx?documentID=2778>

O. Open Spaces

1. Open Spaces are areas used primarily for passive natural habitat. Hilltop Open Space, Hillside Open Space, and portions of Hillpoint Park are Open Spaces. The Open Spaces generally do not contain turf for public use, decorative plantings, site furnishings, or play structures. They contain certain walkways and paths for public use, drainage ditches, and subdrains.
2. Open Spaces shall be free of trash, graffiti, invasive species, and excessive dead plant material.

3. The Contractor shall maintain trees and plants in the Open Spaces as needed to remove hazards and maintain public safety.
4. The Contractor shall maintain any public facilities and furnishings located in the Open Spaces in accordance with the standards in this Scope of Services.

Section II. Site Office Building Maintenance

A. General Standards

1. All areas of the Site Office Building will be maintained in an attractive, clean and hazard-free condition. Surfaces will be dust-free. Glass will be free of smudges, dust and grime. Carpets will be free of dust, debris and stains. Walls will be free of smudges and markings. All areas of the building will be pest-free.
2. Restrooms will be stocked with paper towels, toilet tissue, seat covers and hand soap at all times. Restroom toilets, toilet seats, urinals, sinks, faucets, mirrors, electric hand dryers, tiling, walls, doors, partitions and other furnishings will be clean and will be regularly cleaned with non-scratch disinfectant cleaner. Floors will be clean and will be mopped regularly with disinfectant solution.
3. All electrical and plumbing fixtures, air conditioning, exhaust fans, heat pumps, water heaters, thermostats, electric hand dryers and photovoltaic systems will be regularly inspected and serviced, and maintained in good working order. Vents, air grilles and air conditioning diffusers will be clean and dust-free. Lighting fixtures will be free of dust and grime for maximum lighting efficiency.
4. All building systems will be maintained in accordance with the Site Office Building Systems Manual (www.sfocii.org/site-office-bsm), and in accordance with plans, specifications, and manufacturer's recommendations.
5. Doors and windows will operate smoothly as designed without requiring excessive force. Hinges, knobs, locks, bolts, latches and other hardware will be clean and well lubricated with smooth action.
6. Carpeting and flooring will be flat, smooth and even and free of rips, tears, holes, bumps, and raised sections, such that it does not present a tripping or slipping hazard.
7. Following each janitorial service, chairs, waste baskets and other furnishings will be returned to their original positions.
8. All wet floors and other temporary hazards existing during janitorial servicing will be clearly marked from all directions of approach.
9. Building floor areas will be kept clear and free of equipment not in use, furniture not in use, cords and cables, and all other tripping hazards at all times. All corridors, doorways, stairs, and access panels will be free of obstacles at all times.
10. No storage will be present outside of storage areas. Storage areas will be clearly marked. Storage items will be placed such that they are secure and stable, do not create hazards, and do not obstruct doors, corridors, steps, access panels, or other storage. Heavy items will be stored near the floor level and will not present a falling hazard. Cleaning chemicals and any other potentially hazardous materials will be kept in locked storage and handled and stored pursuant to all local, State and Federal

regulations at all times.

11. The Janitorial Closet will be stocked with all equipment and supplies needed for routine maintenance and cleaning at all times. Current Materials Safety Data Sheets (“MSDS”) for all cleaning chemicals used or present, the Custodial Handbook, and emergency phone numbers will be posted in prominent and visible locations in the Janitorial Closet at all times.

B. Maintenance

1. Janitorial inspection and service: as needed to maintain General Standards.
2. Descaling of restroom toilets, urinals, and sinks: as needed to maintain General Standards.
3. Wall repainting: as needed to maintain General Standards.
4. Carpet cleaning: as needed to maintain General Standards.
5. The Contractor shall empty all waste, trash and recycling receptacles daily, except on days when the building is not used. The Contractor shall wipe the exterior of containers and change liners as needed.
6. When dusting desks, tables and office furniture, papers and folders on desks will not be moved.
7. The Contractor shall inspect floors, doors, windows, lighting and plumbing fixtures, and building furnishings monthly for condition and defects and initiate needed repairs within 24 hours of discovery.
8. The Contractor shall conduct semi-annual maintenance on HVAC units and clean condenser coils and replace filters as needed.
9. The Contractor shall maintain a Custodial Handbook with cleaning policies, safety protocols, and applicable local, State and Federal health and safety regulations.

Section III. Property Management and Administration

A. Property Management

1. The Contractor shall maintain the Facilities in accordance with plans, specifications, permit sets, as-built plans, operations and maintenance manuals, and manufacturer specifications, except as approved in writing by OCII staff.
2. The Contractor shall regularly inspect the building systems, site furnishings, irrigation systems, building systems, trees, turf areas, paving, walls, art pieces, and all other physical elements of the Facilities for condition, defects, and hazards.
3. The Contractor shall remove any hazard in the Facilities immediately upon discovery by safe and commonly approved methods complying with all applicable local, State and Federal laws and regulations. The Contractor shall arrange and oversee the work of contractors and consultants and coordinate with public safety officials and emergency response personnel as appropriate to respond to the hazard and maintain public safety. The Contractor shall close to the public any area containing a hazard and shall maintain such closure until the hazard is addressed and the area is safe for use.

The Contractor shall advise OCII immediately of all such hazards and the status of their resolution.

4. The Contractor shall advise OCII immediately upon discovery of any defect, damage, failure, or other significant need for repair, replacement or maintenance that cannot be resolved in the course of regular maintenance procedures (see Section D.11: Facility Repair Reports). Subject to OCII approval of the work, the Contractor shall contract, oversee, and ensure performance of the work, pay all contractors, and submit full and complete documentation of work performed including detailed invoices, color photographs, test results, measurements, professional opinions, and all other appropriate documentation.
5. The Contractor shall publicly post telephone numbers and, as appropriate, email addresses in the Facilities for reporting service needs and requesting Facility cleaning or maintenance services. The Contractor shall respond immediately to all reports and requests which indicate a potential hazard. The Contractor shall respond to all other reports and requests within two business days. Response to reports and requests shall consist of inspection and action as needed to resolve the issue.
6. The Contractor shall receive, review and pay all bills and invoices to ensure continuous provision of electricity, water, sewer service, trash and recycling hauling, and such other utilities and services as OCII staff shall approve in writing. The Contractor shall submit full and complete documentation of such bills, invoices and payments to OCII for reimbursement. These reimbursements shall be additional to, and excluded from, the Contractor's cost proposal for this Scope of Services.

B. Event permitting

1. The Contractor shall work with OCII staff on (a) proposed Reservation Policy and (b) proposed Fee Schedule; revise as requested by OCII; periodically review and recommend revisions as needed; and implement in all details and particulars following OCII approval.
2. The Contractor shall receive permit requests from the public to use the Site Office Building and areas of the parks suitable for events (the "Reservation Facilities"), and shall issue event permits, subject to a Reservation Policy and Fee Schedule approved by OCII.
3. The Reservation Policy will include methods for the public to apply for event permits; means of advising the public of those methods; permit application forms; requirements for insurance; means of advising permit applicants of approval, disapproval, and conditions of approval and proposed response times; standards and guidelines for approval or disapproval; and methods for maintaining a master reservation calendar accessible to OCII, the OCII Site Office staff, and members of the public.
4. Fees will be set at levels that allow recovery of the costs of administration of event permits and events. OCII staff may in their discretion approve lower fees, in which case the Contractor may request reimbursement from OCII for the difference between costs incurred and revenues generated. Fees for non-commercial uses shall be lower than fees for commercial uses.
5. The Contractor shall ensure that permit applicants secure all applicable local, state, and federal permits prior to the Contractor's issuance of an event permit.

6. Event permits will not be required for uses in the parks that do not discourage or impede other public uses; do not cause nuisance or excessive noise; and do not require temporary installation or erection of furnishings, equipment or structures. Event permits may be required for any use of the Site Office Building.
7. The Contractor shall regularly coordinate with OCII staff and OCII Site Office staff, obtain information on all planned uses of the Site Office Building by the Mayor's Hunters Point Shipyard Citizens' Advisory Committee ("CAC") and OCII staff, note all such uses in the master reservation calendar, and shall not approve any reservation which conflicts with such use.
8. The Contractor shall provide access to all areas for approved events as needed, shall observe set-up and installation of all furnishings, equipment or structures and provide guidance as needed for safety and prevention of damage to facilities; and clean up and restore impacted areas to their original state following approved events.
9. The Contractor shall provide notice to event applicants as needed, submit insurance claims including all required documentation, and take all other actions necessary to recover costs arising from violation of event permit conditions or negligence by permit applicants.
10. The Contractor shall ensure that limitations on occupancy and other life-safety codes are strictly enforced at all events.

C. Administration

1. The Contractor shall negotiate with, secure contracts and subcontracts with, manage, coordinate, oversee, review, and conduct quality control of all employees, subcontractors, consultants and suppliers needed to meet all requirements of this Scope of Services and the Contract.
2. The Contractor shall negotiate, secure and manage all subcontracts in accordance with OCII's Purchasing Policy (**Attachment 8**).
3. The Contractor shall screen all employees, subcontractors, and other persons engaged in all work pursuant to this Scope of Services and the Contract for any past record relevant to their suitability for their position and responsibilities.
4. The Contractor shall ensure all persons engaged in the Work have all training and qualifications required by all applicable regulations and statutes, and all training and qualifications necessary or appropriate for all work performed.
5. The Contractor shall obtain, maintain and provide, at Contractor's sole expense and at no cost to OCII, all insurance coverage needed to meet all requirements of this Scope of Services and the Contract.
6. The Contractor shall assume sole responsibility for any repairs or replacements required due to negligence by the Contractor or its subcontractors, and shall provide such repairs or replacements at Contractor's sole expense and at no cost to OCII. Replacements shall be similar to the items replaced.
7. The Contractor shall act as OCII's agent to enforce construction guarantees on new parks during their warranty periods.
8. The Contractor shall ensure compliance with all local, state and federal codes and

regulations pertaining to, and shall attend to all legal responsibilities pertaining to, all work pursuant to this Scope of Services and the Contract.

9. The Contractor shall ensure all required licensing and bonding for the Contractor, all employees and subcontractors, and all other persons engaged in all work pursuant to this Scope of Services and the Contract.
10. The Contractor shall provide the services of an appropriately qualified Engineer or Geologist for inspection of lined surface ditches twice annually, pursuant to the specifications of **Exhibit 9: Slope and Drainage Maintenance Guidelines**.
11. The Contractor shall comply with all requirements of Article 31 of the San Francisco Health Code, which relates to subsurface activities such as digging.
12. The Contractor shall provide professional bookkeeping necessary to maintain the records specified in this Contract. The Contractor shall keep books available for inspection at all times, and shall retain them for seven years.
13. The Contractor shall provide all labor, tools, equipment, supplies, manufactured articles, operations, bonds, insurance, overhead, profit, taxes, licensing costs, and all other incidentals necessary to complete the Work at Contractor's sole expense and at no cost to OCII other than the fees agreed on in the Contract.

D. Reports

1. The Contractor shall provide the following periodic reports in electronic format.
2. Commencement Report (due within 30 days of Contract commencement):
 - a. Photographs of park and Site Office Building conditions to document baseline conditions.
3. Monthly Invoice and Management Report (due within 30 days after the last day of each month)
 - a. Monthly invoices shall be submitted for all work conducted in accordance with the terms of the Contract.
 - b. Summary of all activities, including full and complete documentation of all amounts invoiced.
 - c. Photographs of Facilities verifying that work is being performed to the standards specified in the Contract. Photographs shall conform to the standards in the Photographic Documentation section.
 - d. Event permit report: permits requested, permits disapproved, reasons for disapproval, permits approved, fees collected, work performed, and all costs incurred (note that pursuant to Section III.B.4, fees collected should cover costs incurred, unless otherwise approved by OCII).
 - e. Append copies of any reports, plans or other documents filed with the Department of Public Health pursuant to the requirements of San Francisco Health Code Article 31 during the month.
 - f. Append all Facility Repair Reports (individual parts or Full Reports) submitted during the month.
 - g. Financial Reports. Financial statements for the previous month and year-to-date, including (a) month-end general ledger, (b) checking account registers (with copies

of checks and invoices), (c) variance reports comparing budgeted expenditures with actual expenditures, (d) checking and savings account reconciliations, and (e) supporting documentation.

4. Preliminary Work Plan and Budget (due within 90 days of Contract commencement, and thereafter annually on January 1st for the fiscal year beginning on the following July 1st)
 - a. The Contractor will prepare and submit a Preliminary Work Plan and Budget for the next fiscal year in Excel format. The Preliminary Work Plan and Budget will be organized into facilities and tasks as defined in **Attachment 13: Cost Proposal**. OCII staff and the contractor will consult and work together to refine the Preliminary Work Plan and Budget by March 1st.
5. Final Work Plan and Budget (due within 90 days of the initial Preliminary Work Plan and Budget, and thereafter annually on March 1st for the fiscal year beginning on the following July 1st)
 - a. OCII staff will provide comments on the Preliminary Work Plan and Budget. Based on OCII staff's comments, the Contractor will prepare and submit the Final Work Plan and Budget for the next fiscal year in Excel format.
6. Annual Reports (due within 30 days after the last day of each Fiscal Year)
 - a. Event permits: permits requested, permits disapproved, reasons for disapproval, permits approved, fees collected, work performed, and (if OCII staff have previously approved fees in amounts lower than necessary to recover cost of services) difference for each event between revenues collected and cost of services.
 - b. Facility condition report, based on inspection of all Facilities, with photographs, including all repairs, replacements, or other additional service costs anticipated in (i) the next year and (ii) the next five years.
 - c. Any proposed fee escalation permitted under the Contract.
 - d. Append copies of any reports, plans or other documents filed with the Department of Public Health pursuant to the requirements of San Francisco Health Code Article 31 during the year.
 - e. Append all Facility Repair Reports (individual parts or Full Reports) submitted during the year.
7. Facility Repair Reports (deadlines based on date of defect discovery; deadlines may be revised with OCII approval, based on the complexity of the defect)
 - a. **Part 1:** provide written descriptions, color photographs, and any appropriate test results, measurements, or professional opinions within five business days of discovery.
 - b. **Part 1.1:** Provide additional information requested by OCII staff within two business days of such request.
 - c. **Part 2:** Provide two independent cost estimates for such repair, replacement or maintenance within twenty business days of discovery.
 - d. **Part 3:** Provide complete documentation of performance of all work approved in writing by OCII staff including detailed invoices conforming to cost estimate approved in writing by OCII staff, color photographs, and any appropriate test results, measurements, and professional opinions within forty business days of OCII approval of work and ten business days of work completion and receipt of

invoices.

- e. **Full report:** Package Parts 1-3, as applicable, in a single PDF.
- 8. Certified Payroll Reports (weekly before 12:00 noon on Wednesday)
 - a. As required under the Bayview Hunters Point Employment and Contracting Policy (**Attachment 7**), the Contractor will submit to OCII staff weekly certified payroll reports on all construction or landscape maintenance employees employed in the Work to OCII's electronic payroll system.
 - b. Certified Payroll Reports are submitted only to OCII's electronic payroll system; they do not need to be uploaded to OCII-approved internet storage like the other reports.

E. Photographic Documentation

- 1. All photographs shall be digital photographs uploaded to website or other media approved by OCII staff. Photographs will digitally uploaded for OCII review.

Section IV. As-Needed Services

- A. As-Needed Services will be provided from time to time as requested by OCII, or as recommended by the Contractor and approved by OCII in writing.
 - 1. Attendance at meetings of the Mayor's Hunters Point Shipyard Citizens' Advisory Committee, meetings of the OCII Commission, and design or construction meetings for new Facilities as requested by OCII staff.
 - 2. Review of Public Facility design and construction documents and provision of comments related to operations and maintenance.
 - 3. Inspection of new Facilities and provision of comments related to operations and maintenance.

EXHIBIT 2: Facilities

CAUTION - DISCLAIMER:

This Exhibit provides basic facility information. **This information is not guaranteed to be complete, or accurate in every detail. Each Bidder represents and warrants that they have reviewed the facility drawings and information in Exhibits 3-11 and performed site visits of completed facilities.**

Contents

Facility Location Map

Parks

1. Hillpoint Park
2. Innes Court Park
3. Pocket Park 15
4. Pocket Park 16

Site Office Building

5. Site Office Building/ Storehouse Plaza/ Grounds

Streetscapes

6. Hilltop Streetscapes

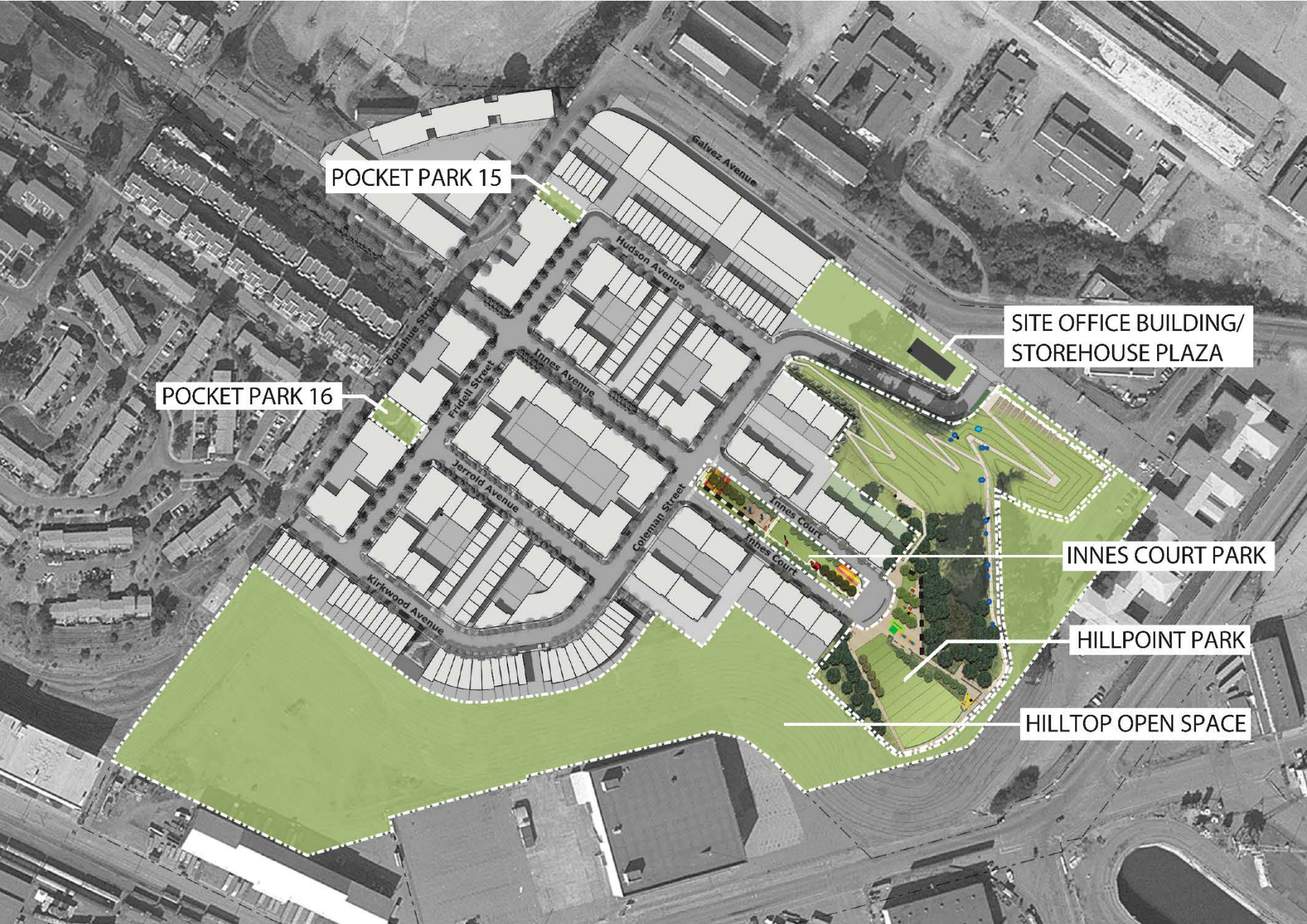
Open Spaces

7. Hilltop Open Space

Miscellaneous

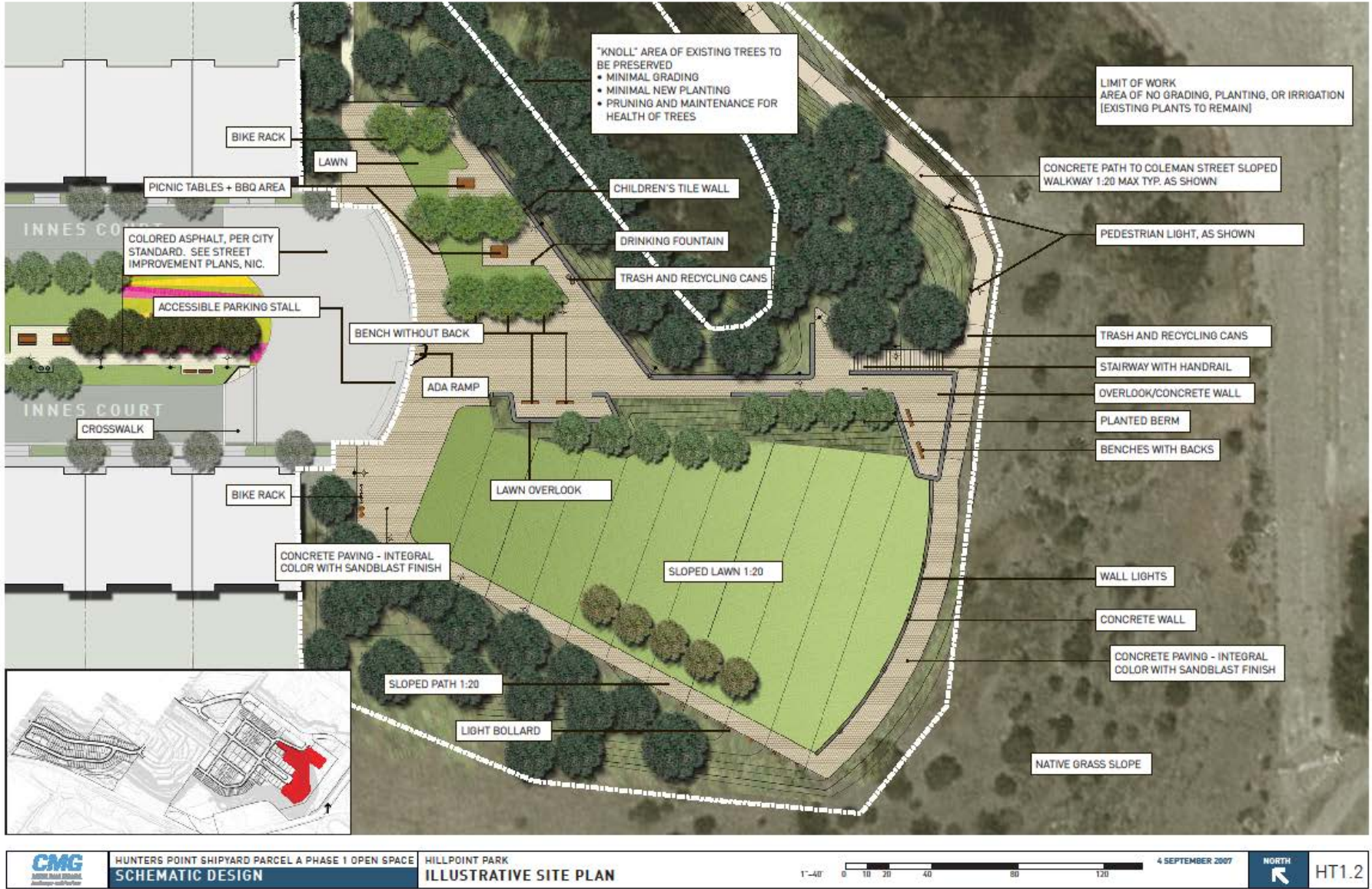
8. Subdrains
9. Public Art

Facility Location Map



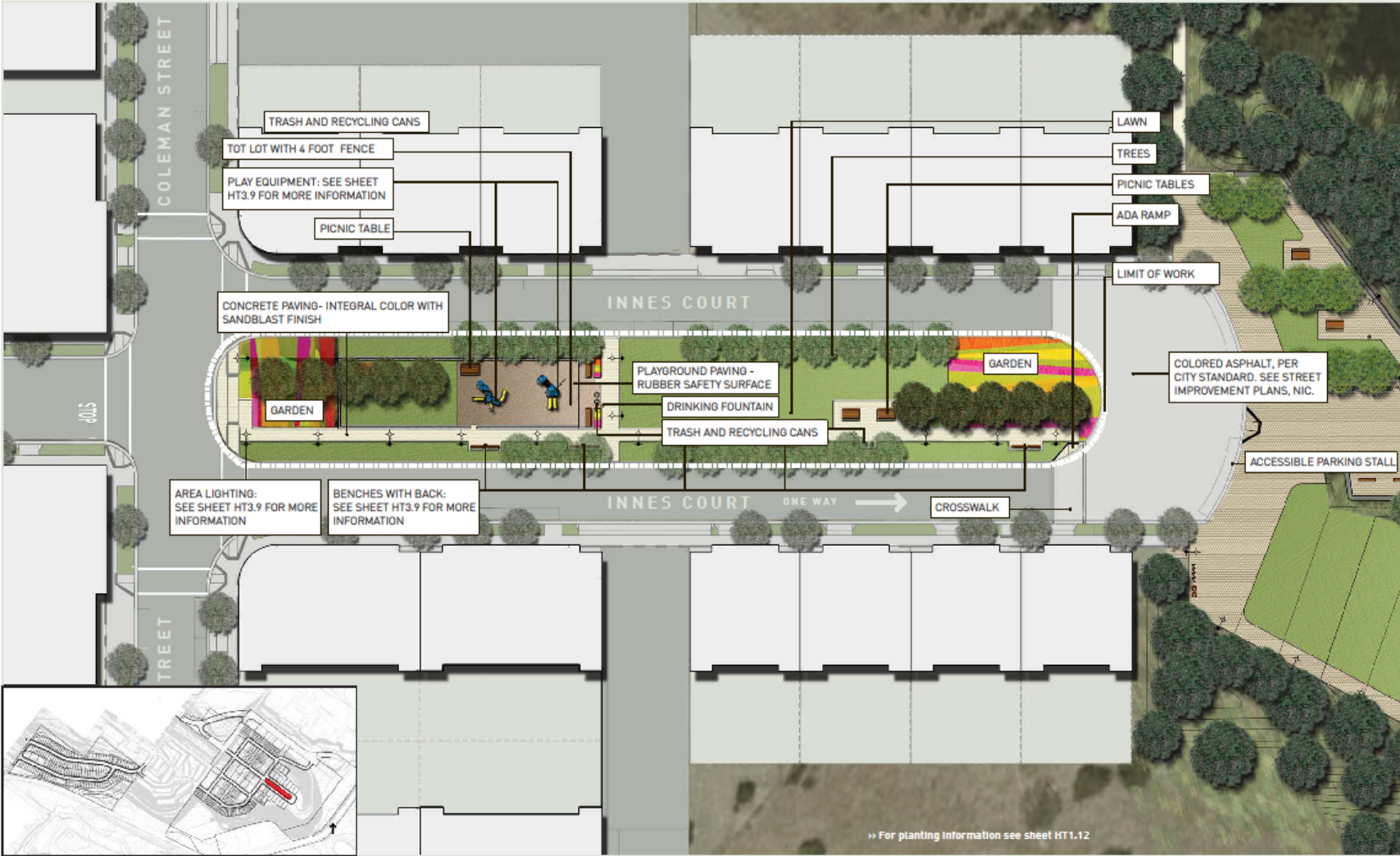
1. Hillpoint Park		area: 5 acres
Surfaces: Paving: 30,000 sq ft Turf: 25,000 sq ft Plantings: 38,000 sq ft Passive landscape: 121,000 sq ft Vegetated swale (BMP): 5,000 sq ft		Facilities: 3 Retaining walls 16 Wood/aluminum park benches 4 Pre-cast concrete 'Pinto' benches 1 Lumber/steel 'raft' bench 6 Custom picnic tables w/ benches 5 Trash/recycling receptacles 2 Steel bicycle racks 2 Barbecue grills and 1 coal bin 1 Drinking fountain 1 Park rules sign
Utilities: • Storm drains • Wall drains • Manholes • Overflow vaults • Low pressure water lines • Landscape irrigation lines • 1 Irrigation controller • 1 Backflow preventer		Public art: • <i>Think Round, Inc</i> • <i>Flotilla</i> • <i>Tile Art</i> • <i>Frame Refrain</i> (2 pieces) • <i>Nautical Swing</i> For maintenance requirements, see Item 16: Public Art
Planting: <u>Trees:</u> approximately 100. Includes: Deodar Cedar, Monterey Cypress, Modesto Ash, Maidenhair Tree, Thieves Poplar, Coast Live Oak, Village Green Zelkova. <u>Shrubs and perennials:</u> 38,000 sq ft. Includes: Wild Lilac, Tree Lilac, Coffeeberry, Deer Grass, Sticky Monkey Flower.		
Description: Hillpoint Park contains a series of outdoor rooms for groups and activities: • A sloped lawn for activities such as picnics and casual sports, featuring dramatic views. • Plaza/picnic area which can host picnics, barbecues, and events. • The Overlook, an elevated platform providing panoramic vistas of the Bay and Shipyard. • The Coleman Bluff Paths, providing accessible access between the Overlook and Galvez Avenue, with public art and interpretive historic signage at points along the way. Note that Hillpoint Park contains one Stormwater BMP (Best Management Practice), consisting of a vegetated swale. The BMP location and maintenance requirements are provided in Exhibit 11: BMP locations and maintenance checklist.		
Reference materials: Facility details: Hillpoint Park and Innes Court Park Plans (Exhibit 3) Public art maintenance: <i>Public Art Conservation and Maintenance Report</i> (Exhibit 10)		

Hillpoint Park



2. Innes Court Park		area: ½ acre
Surfaces: Paving: 5,000 sq ft Permeable play surface: 3,000 sq ft Turf: 5,000 sq ft Plantings: 8,000 sq ft		Facilities: 15 Wood/aluminum park benches 3 Wood/steel picnic tables w/ benches 1 Trash/recycling receptacle 1 Steel bicycle rack 1 Drinking fountain 2 Playground structures 1 Playground fence w/ gates 1 Park rules sign
Utilities: • Storm drains • Sanitary sewer drains • Low pressure water lines • Landscape irrigation lines • 1 Irrigation controller • 1 Backflow preventer		Public art: • <i>Gigantry</i> (doubles as play equipment) • <i>Starweave Canoe</i> For maintenance requirements, see Item 16: Public Art
Planting: <u>Trees:</u> approximately 40. Includes: Maidenhair Tree, Modesto Ash, Thieves Poplar, Deodar Cedar. <u>Shrubs and perennials:</u> 8,000 sq ft. Includes: Dwarf Mat Rush, Mexican Salvia, Berkeley Sedge, Lion’s Tail, Fortnight Lily, Variegated Agave		
Description: Innes Court Park is long and narrow, containing a fenced playground, several lawn areas, paved pathways and seating, and trees and plantings. Striking Maidenhair Tree trees form a corridor along the length of the park, which continues past the park along Innes Avenue.		
Reference materials: Facility details: Hillpoint Park and Innes Court Park Plans (Exhibit 3) Public art maintenance: <i>Public Art Conservation and Maintenance Report</i> (Exhibit 10)		

Innes Court Park



3. Pocket Park 15		area: 3,600 sq ft
Surfaces: Paving: 1,000 sq ft Plantings: 2,500 sq ft Bioretention cell (BMP): 130 sq ft		Facilities: 1 Retaining wall 2 Wood/concrete benches 1 Wood/steel picnic table w/ benches 1 Trash/recycling receptacle 1 Park rules sign
Utilities: • Storm drains • Electrical conduits • Landscape irrigation lines • 1 Irrigation controller • 1 Backflow preventer		Public art: None
Planting: <u>Trees:</u> approximately 5. Includes: Bowhall Red Maple, Pacific Sunset Maple. <u>Shrubs and perennials:</u> 2,500 sq ft. Includes: California Wild Lilac, Cleopatra Sasanqua Camellia, California Fuschia, Corsican Hellebore, Tufted Hair Grass, Siberian Iris.		
Description: Pocket Park 15 contains a level platform with a table, seating, and open paved area; and a planted slope. Maple trees provide seasonal interest and allow penetration of light during winter months. Note that Hillpoint Park contains one Stormwater BMP (Best Management Practice), consisting of a planted bioretention cell. The BMP location and maintenance requirements are provided in Exhibit 11: BMP locations and maintenance checklist.		
Reference materials: Facility details: Pocket Parks 15-16 Plans (Exhibit 4)		

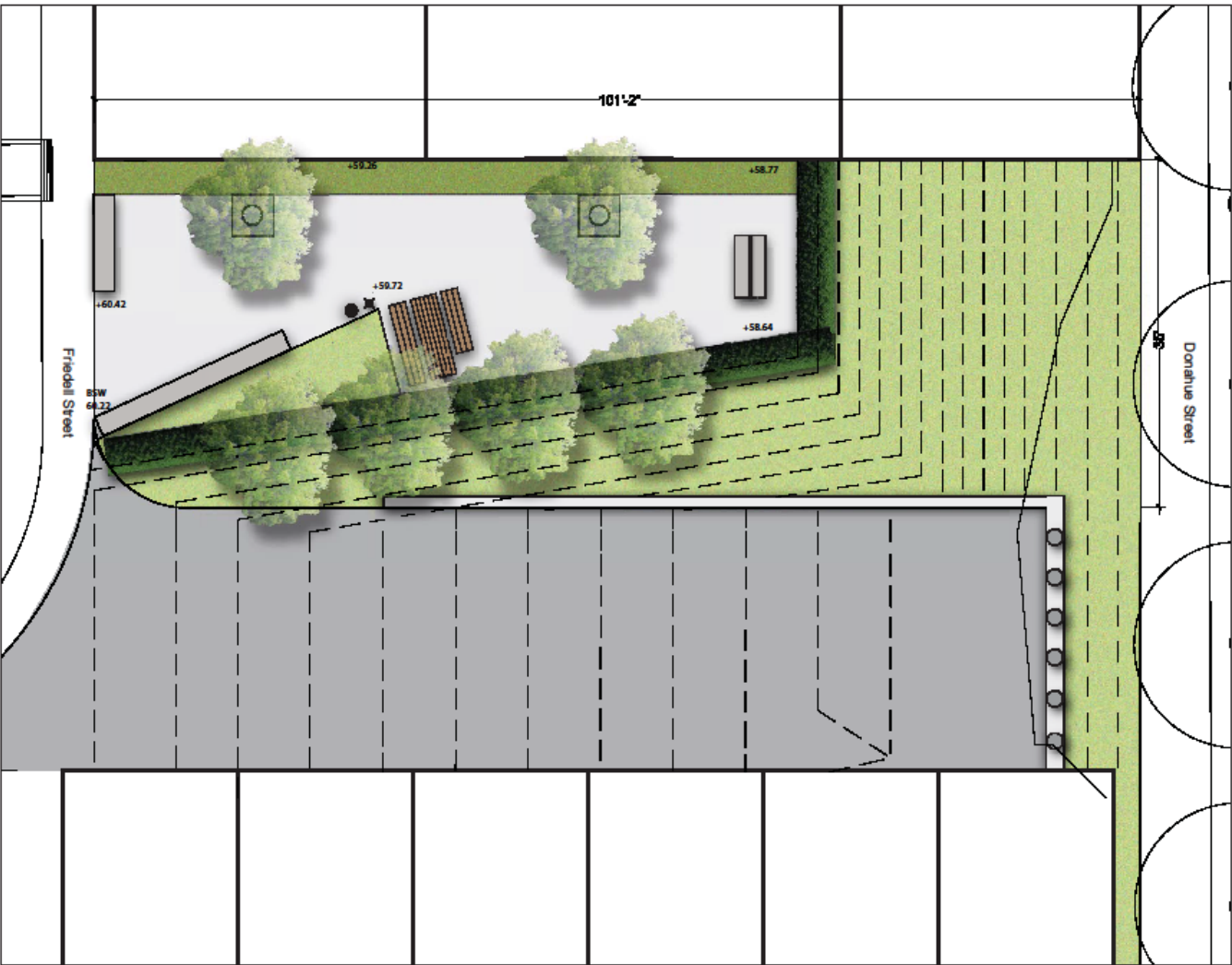
Pocket Park 15

POCKET PARK TYPE: GARDEN ROOM

Total SF: 3464

A flowering hedge defines the edge of this park. An open area at the entrance of the park provides opportunity for free play and gatherings. A picnic table tucked into a corner of the park becomes both an intimate and public space. More intimate seating is located at the furthest end of the park, allowing for quiet viewing of the bay. Deciduous maple trees will provide seasonal interest to this 'room' and allow for the penetration of light during cold winter months.

KEY PLAN



4. Pocket Park 16		area: 6,400 sq ft
Surfaces: Paving: 2,500 sq ft Turf: 1,000 sq ft Plantings: 2,000 sq ft		Facilities: 1 Retaining wall 2 Wood/steel benches 2 Wood/steel picnic tables w/ benches 1 Trash/recycling receptacle 1 Park rules sign
Utilities: - Storm drains - Electrical conduits - Landscape irrigation lines 1 Irrigation controller 1 Backflow preventer		Public art: <i>Butterfly Girl</i> For maintenance requirements, see Item 16: Public Art
Planting: <u>Trees:</u> approximately 12. Includes: Shademaster Honey Locust. <u>Shrubs and perennials:</u> 2,000 sq ft. Includes: Pozo Blue Sage, Fire Spinner Iceplant, Beach Aster, Bulbine Frutescens.		
Description: Pocket Park 16 contains a gathering area with a picnic table and long linear seatwall; several small sloped lawns for recreation and relaxation; and more intimate seating.		
Reference materials: Facility details: Pocket Parks 15-16 Plans (Exhibit 4) Public art maintenance: <i>Public Art Conservation and Maintenance Report</i> (Exhibit 10)		

Pocket Park 16

POCKET PARK TYPE: CONNECTOR

Total SF: 6047

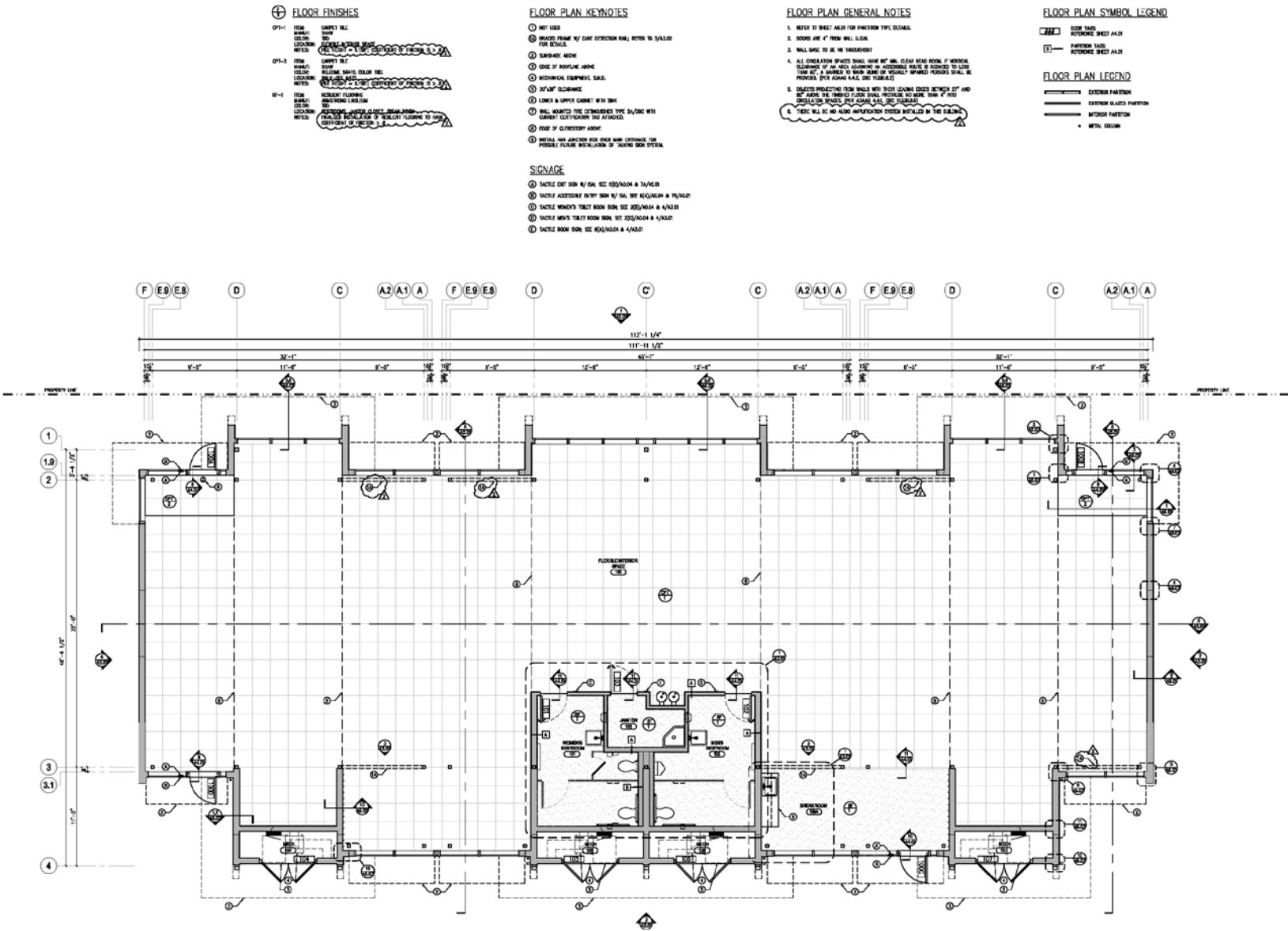
A large gathering area located at the top of the park gives ample space for a variety of neighborhood activities. A large picnic table along with a long linear seatwall provides the perfect setting for various events. More intimate seating is provided at the lower end of the park. Sloped lawn areas allow for passive recreation and also serves as relaxation zones.

KEY PLAN



5. Site Office Building/ Storehouse Plaza/ Grounds		building: 5,000 sq ft / grounds: 10,000 sq ft
Areas: Building interior 5,000 sq ft Storehouse Plaza & Grounds 10,000 sq ft		Facilities: 2 restrooms Janitorial closet, 4 mechanical closets Pre-fabricated modular construction 1 Retaining wall Outdoor café tables and chairs Parking lot
Utilities: - Rooftop solar photovoltaic system - Rooftop weather monitoring system - HVAC system		Public art: <i>Bayview Horn</i> For maintenance requirements, see Item 16: Public Art
Planting: <u>Trees</u>: approximately 2. Includes: Coast Live Oak. <u>Shrubs and perennials</u>: approximately 1,000 sq ft. Includes: Black Sage.		
Description: The Site Office Building is located in public open space and owned by the OCII. Current uses include a 1,000-square-foot convenience store; the Site Office which provides administrative support to the OCII and the Hunters Point Shipyard Citizens’ Advisory Committee (“CAC”); and a Community Room area used flexibly for multiple uses, including meetings of CAC Subcommittees. The Community Room will be available for public reservation and use. Storehouse Plaza, immediately outside the Site Office Building, has moveable tables and chairs and a wooden deck. The grounds of the Site Office Building include plantings, a parking lot, and paved walkways.		
Reference materials: Facility details: Site Office Building Plans (Exhibit 6); Storehouse Plaza Plans (Exhibit 5) Public art maintenance: <i>Public Art Conservation and Maintenance Report</i> (Exhibit 10)		

Site Office Building



FLOOR PLAN
Scale: 1/4" = 1'-0"

MKTHINK

Architect:
MKTHINK
1000 Serrano Street
San Francisco, CA 94111
p 415 224 3888
f 415 224 3883
mkthink.com

Project:
COMMUNITY FACILITIES
DEMONSTRATION PROJECT
4311 Calaveras Avenue, Hunters Point Shipyard
San Francisco, California, 94124

Project Number:
633-04

Client:
SAN FRANCISCO
REDEVELOPMENT AGENCY
One South Van Ness Avenue 6th Floor
San Francisco, California, 94103
p 415 748 2400

Project FROG, INC.
Roundhouse One, 1800 Sansome Street
San Francisco, California, 94111
p 415 814 8500

Contractor:
ALTON CONSTRUCTION
720 12th St.
Berkeley, CA 94701
p 916 224 4200

Consultants:

Structural:
DEGENKOLB ENGINEERS
224 Montgomery Street, Suite 200
San Francisco, California, 94104
p 415 392 6952

Civil/Landscape:
CHAMBERLIN/BLISS/LEITCH/SHAW
ENGINEERING GROUP
48 Linnell Court
Novato, CA 94949
p 415 883 9800

Mechanical:
EDWARDS
700 Market Street, Suite 338
San Francisco, CA 94102
p 415 393 4200

Rev.	Issued	Date
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2	W.O.D. Subcheck 2	6/9/2010

Scale:



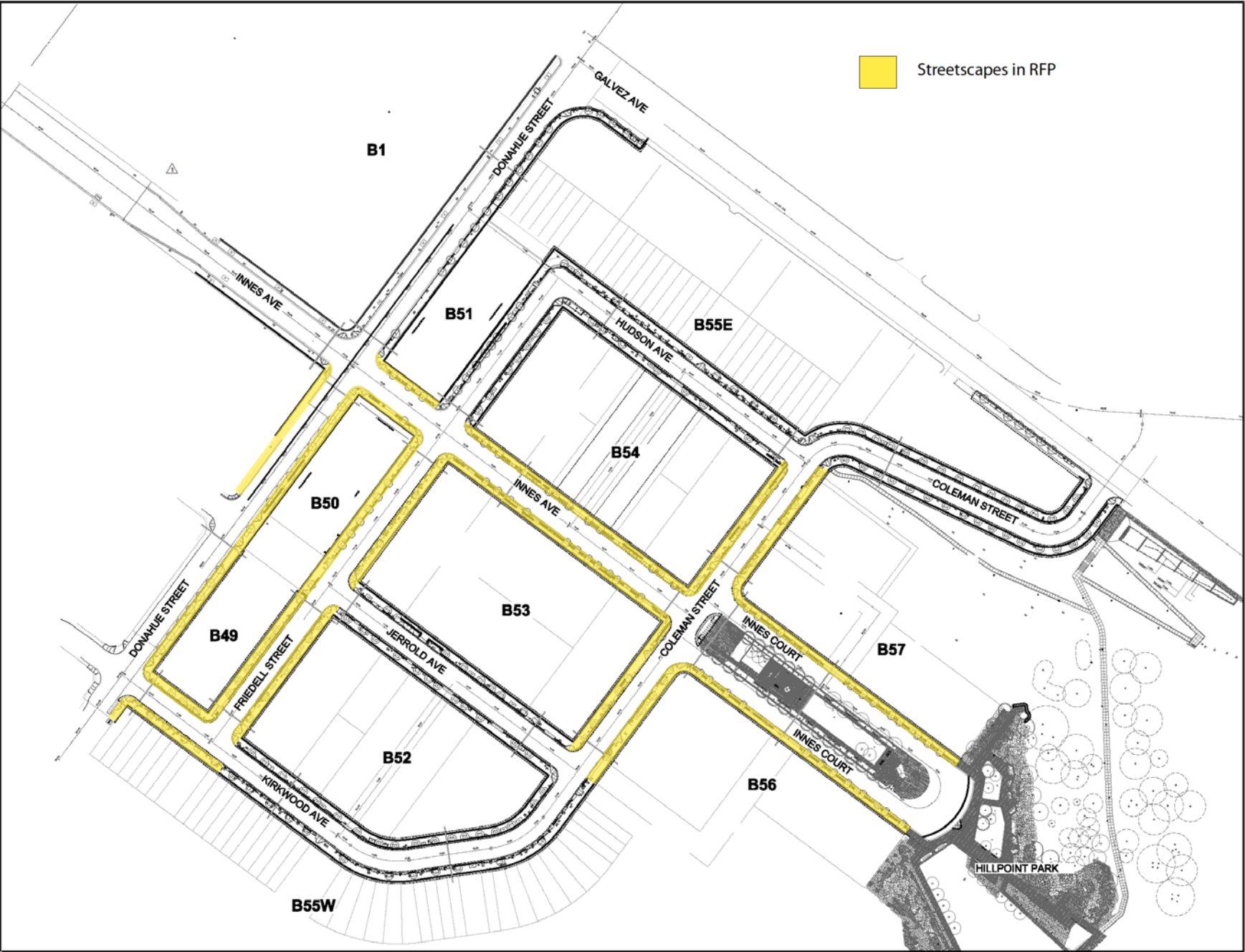
Scale: 1/4" = 1'-0"

Drawing Description:
FLOOR PLAN

Drawn By: SL Checked By: gpr
Sheet Number:

A2.01

6. Hilltop Streetscapes (considered completed upon acceptance by the City)		4,800 linear feet
Surfaces: Pedestrian zone (paved) Furnishings zone (paved/furniture/plantings/trees)		Facilities: Steel bicycle racks Trash/recycling receptacles Tree/shrub planters Planting/ground cover areas Curb ramps
Utilities: Landscape irrigation lines		Public art: None
Planting: <u>Trees:</u> Includes: Maidenhair Tree, Brisbane Box, Primrose, Japanese Zelkova, London Planetree, Olive, Water Gum. <u>Shrubs and perennials:</u> Complementary plantings at tree planters. Includes: Berkeley Sedge, Silver Carpet, Star Jasmine, Lomandra Longifolia “Breeze”, Hemerocallis Hybrids.		
Description: The Hilltop Streetscapes include all facilities between private property lines and the automobile right of way: sidewalks, curbs, trees, plantings and street furniture. Streetscapes generally include a 5’ to 6’ pedestrian throughway zone and a 4’ to 7’ furnishings zone containing curbs, tree/shrub planters, paving, and street furniture including bicycle racks and trash/recycling receptacles. Before their maintenance is added to a Contract, the streetscapes must be transferred to public ownership. These streetscapes are expected to transfer to public ownership in 2019. The timing of adding the streetscapes to any Contract is subject to change.		
Reference materials: Hilltop Streetscape Plans (Exhibit 7)		



7. Hilltop Open Space		area: 11 acres
Surfaces: Native plants and habitat (no irrigation): 11 acres		Facilities: None
Utilities: • Subdrains • Lined surface ditches		Public art: None
Planting: <u>Trees and vegetation:</u> naturally occurring native species.		
Description: The Hilltop Open Space contains primarily passive native hillside areas with naturally occurring plant species. It does not contain recreational facilities. It contains a system of concrete v-ditches, drains, and subdrains installed to repair previous landslides and stabilize slopes.		
Reference materials: none		



8. Subdrains

Description:

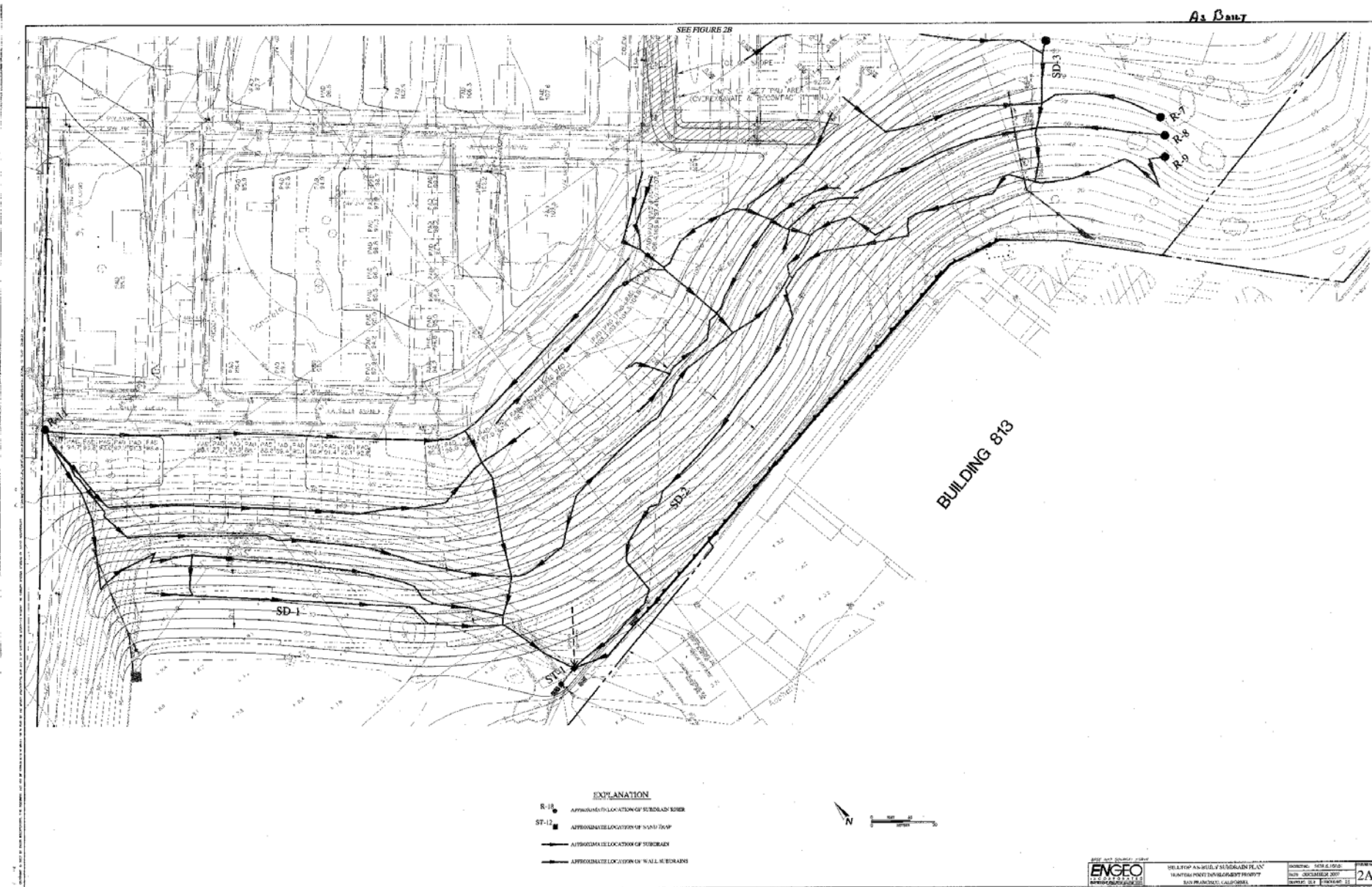
The subdrains are underground facilities located beneath the parks and open spaces, designed to channel ground water and increase the stability of slopes and hillsides. The subdrains require maintenance twice annually in accordance with the *Slope and Drainage Maintenance Guidelines*. It is anticipated that this scope of work will subcontracted out biannually.

Reference materials:

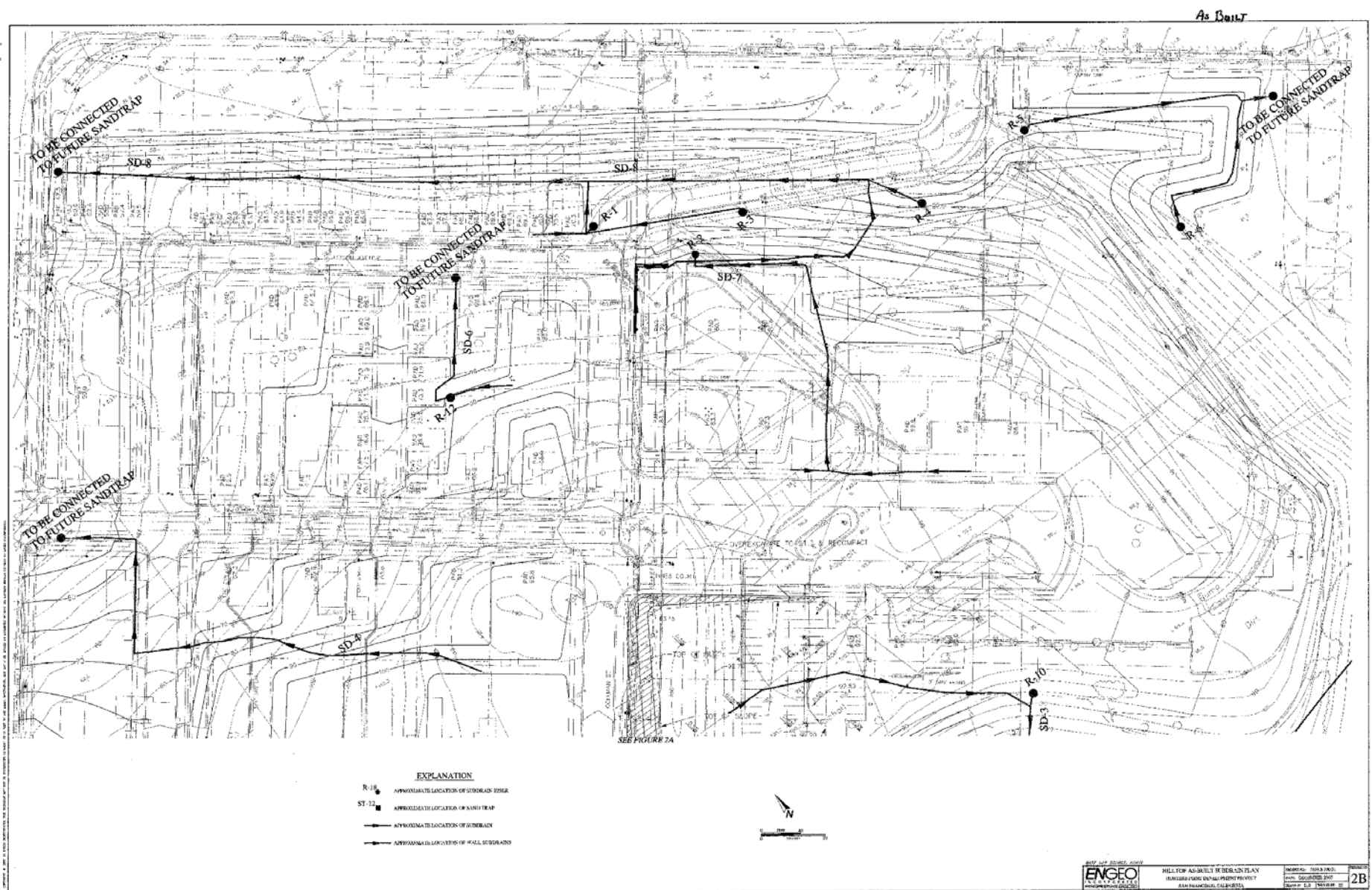
Facility details: Subdrain Plans (**Exhibit 8**)

Maintenance requirements: Slope and Drainage Maintenance Guidelines (**Exhibit 9**)

Hilltop Subdrains – 1 of 2



Hilltop Subdrains – 2 of 2



9. Public Art

Description:

Nine works of public art are installed in locations in the parks. The public art requires maintenance at least once annually in accordance with the *Public Art Conservation and Maintenance Report (Exhibit 10)*.

Hillpoint Park:

- *Think Round, Inc*
- *Flotilla*
- *Tile Art*
- *Frame Refrain* (2 pieces)
- *Nautical Swing*

Innes Court Park:

- *Gigantry* (doubles as play equipment)
- *Starweave Canoe*

Pocket Park 16:

- *Butterfly Girl*

Storehouse Plaza:

- *Bayview Horn*

Reference materials:

Maintenance requirements: *Public Art Conservation and Maintenance Report (Exhibit 10)*

Public Art

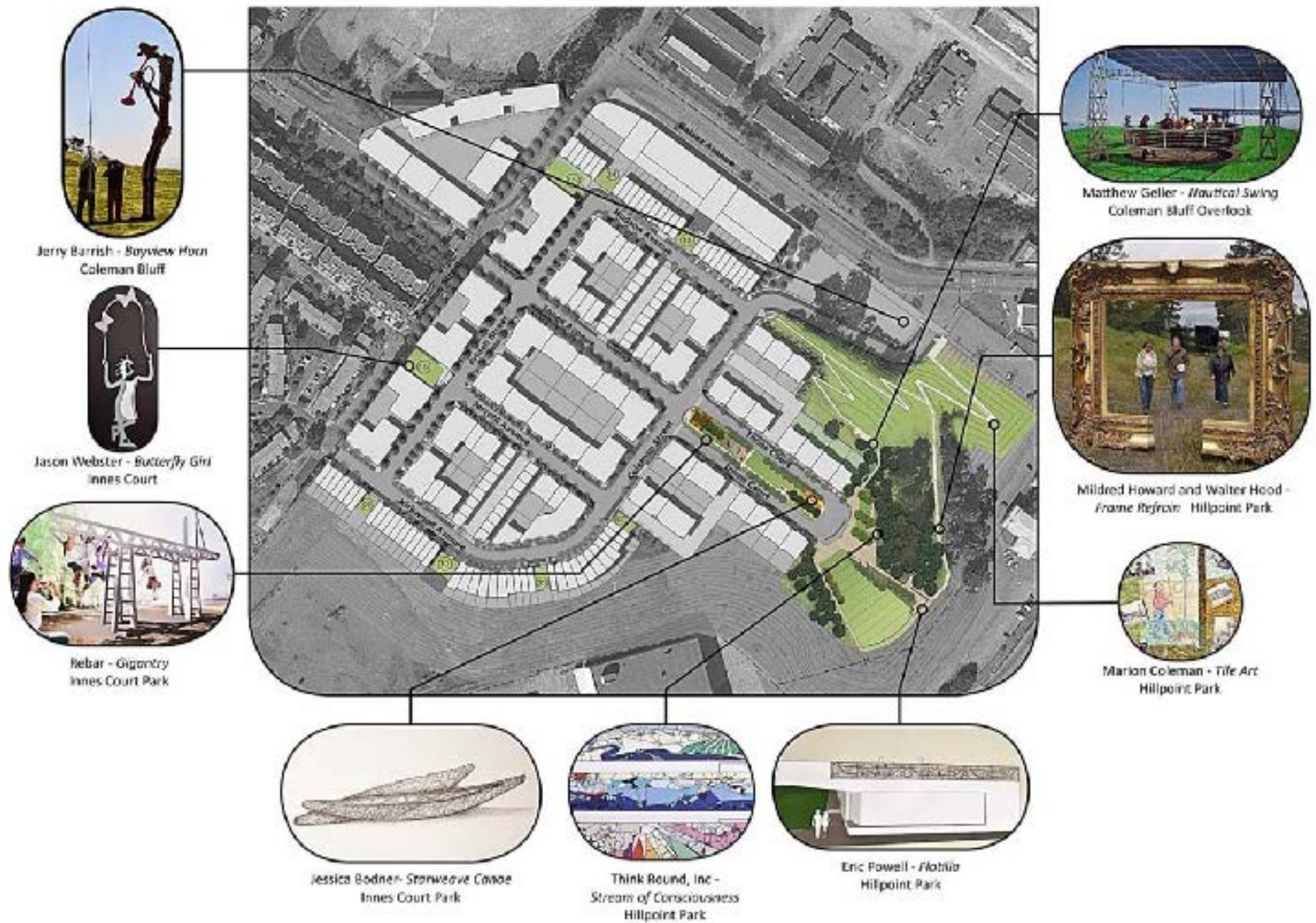
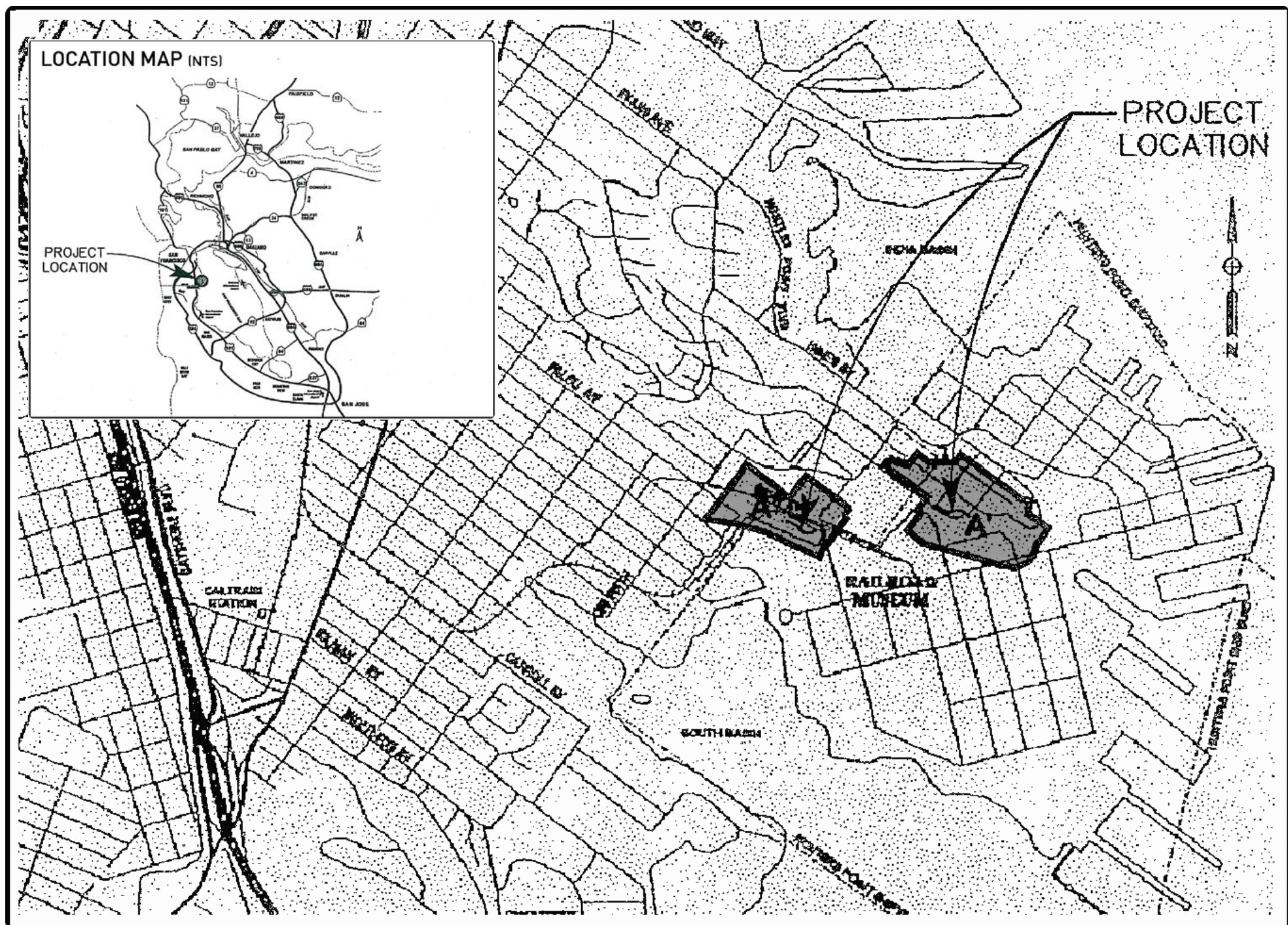
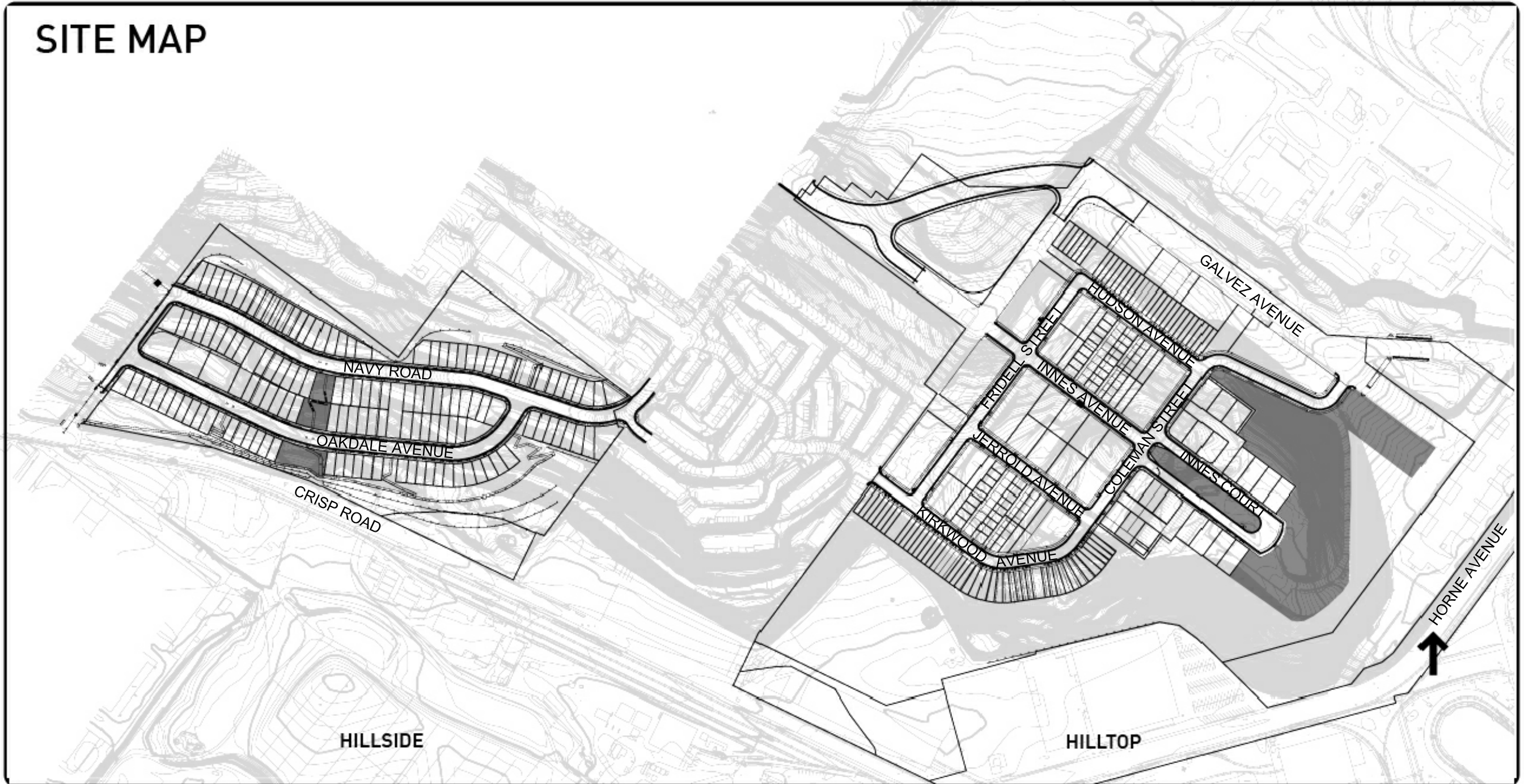


Exhibit 3: Hillpoint Park and Innes Court Park Plans



SITE MAP



OWNER/APPLICANT:
HPS DEVELOPMENT COMPANY
ONE SANSOME STREET, SUITE 3200
SAN FRANCISCO, CA 94104
(415) 344-8841
CONTACT: JEFFREY MARTIN

LANDSCAPE ARCHITECT:
CMG LANDSCAPE ARCHITECTURE
500 THIRD STREET, SUITE 215
SAN FRANCISCO, CA 94107
(415) 495-3070
CONTACT: KEVIN CONGER

ASSOCIATE LANDSCAPE ARCHITECT:
AWA LANDSCAPE ARCHITECTURE
333 BRYANT STREET, SUITE 120
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(415) 618-0157
CONTACT: ADRIENNE WONG

CIVIL ENGINEER:
GHD
500 MONTGOMERY STREET, SUITE 2300
SAN FRANCISCO, CA 94111
(415) 283-4970
CONTACT: MIKE KINCAID

STRUCTURAL ENGINEER:
STRUCTURAL DESIGN ENGINEERS
120 MONTGOMERY STREET, SUITE 1410
SAN FRANCISCO, CA 94104
(415) 781-1505
CONTACT: RAJENDRA SAHAI

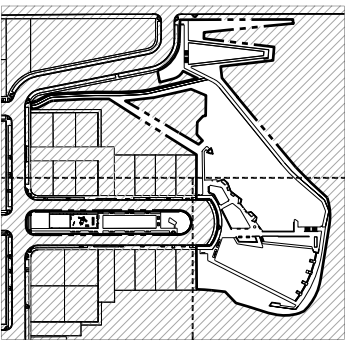
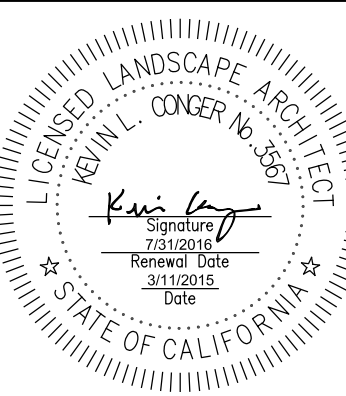
IRRIGATION DESIGN:
RUSSELL MITCHELL & ASSOCIATES
2760 CAMINO DIABLO
WALNUT CREEK, CA 94597
(925) 939-3985
CONTACT: CHRIS MITCHELL

SHEET INDEX

L0.00	COVER SHEET
L0.01	NOTES, LEGEND & ABBREVIATIONS
L0.02	ACCESS PLAN – PATH OF TRAVEL
L0.03	TREE PROTECTION PLAN
L0.04	PUBLIC ART LOCATION PLAN
L0.05	TEMPORARY PATH DEMOLITION PLAN
ER1.0	EROSION & SEDIMENT CONTROL PLAN – NOTES
ER2.0	EROSION & SEDIMENT CONTROL PLAN – BMP DETAILS
ER3.0	EROSION & SEDIMENT CONTROL PLAN – HILLPOINT PARK
L1.00	MATERIALS SITE PLAN – HILLPOINT
L1.01	NOT USED
L1.02	MATERIALS SITE PLAN – COLEMAN BLUFF
C1.00	DRAINAGE & UTILITY PLAN – HILLPOINT
C1.01	NOT USED
C1.02	DRAINAGE & UTILITY PLAN – COLEMAN BLUFF
C5.00	DRAINAGE AND UTILITY DETAILS – HILLTOP
C5.01	DRAINAGE AND UTILITY DETAILS – HILLTOP
C5.02	DRAINAGE AND UTILITY DETAILS – HILLTOP
E1.00	LIGHTING ELECTRICAL PLAN – HILLPOINT
E1.01	NOT USED
E1.02	LIGHTING ELECTRICAL PLAN – COLEMAN BLUFF
E5.00	ELECTRICAL DETAILS – HILLTOP
L2.00	SITE LAYOUT PLAN – HILLPOINT
L2.01	SITE LAYOUT PLAN – HILLPOINT
L2.02	NOT USED
L2.03	SITE LAYOUT PLAN – COLEMAN BLUFF
L2.04	SITE LAYOUT PLAN – COLEMAN BLUFF
L2.05	SITE LIGHTING LAYOUT
L2.06	PAVING LAYOUT PLAN – HILLPOINT
L2.07	PAVING LAYOUT PLAN – HILLPOINT
L2.08	NOT USED
L2.09	PAVING LAYOUT PLAN – COLEMAN BLUFF
L2.10	PAVING LAYOUT PLAN – COLEMAN BLUFF
L3.00	GRADING PLAN – HILLPOINT
L3.01	NOT USED
L3.02	GRADING PLAN – COLEMAN BLUFF
L4.00	PLANTING PLAN – HILLPOINT
L4.01	NOT USED
L4.02	PLANTING PLAN – COLEMAN BLUFF
L4.03	KNOLL PRESERVATION PLAN
L4.04	PLANTING SCHEDULE AND NOTES
L4.05	PLANTING DETAILS
L4.06	LANDSCAPE SOILS PLAN
I1.00	IRRIGATION PLAN – HILLPOINT
I1.01	NOT USED
I1.02	IRRIGATION PLAN – COLEMAN BLUFF
I1.03	IRRIGATION LEGEND AND NOTES
I1.04	IRRIGATION DETAILS
I1.05	IRRIGATION DETAILS
I1.06	IRRIGATION DETAILS
I1.07	IRRIGATION SCHEDULES AND CALCULATIONS
L5.00	OVERLOOK LAYOUT AND GRADING PLANS
L5.01	OVERLOOK POUR PLAN
L5.02	OVERLOOK ELEVATIONS – FOR REFERENCE ONLY
L5.03	OVERLOOK SECTIONS AND PERSPECTIVES – FOR REFERENCE ONLY
L5.04	LAYOUT PLANS PICNIC BOOTH
L5.05	ENLARGEMENTS COLEMAN BLUFF
L5.06	ENLARGEMENTS VEGETATED SWALE
L6.00	PAVING, JOINTS, & STAIR DETAILS
L6.01	DRAIN DETAILS
L6.02	GRADING DETAILS
L6.03A	W1: WALLS 'PINTO' BENCH PLANS
L6.03B	W1: WALLS 'PINTO' BENCH SECTION & DETAILS
L6.04	PICNIC BOOTH
L6.05	W3–W9: WALLS
L6.06	SITE FURNITURE
L6.07	SF1–SF6: SITE FURNITURE
L6.08	SF7: TREE GRATE DETAILS
L6.09	NOT USED
L6.10	NOT USED
L6.11	LIGHT DETAILS
L6.12	NOT USED
S0.0	SPECIAL INSPECTION FORM, SECTIONS –FOR REFERENCE ONLY
S1.0	STRUCTURAL PLANS & DETAIL –FOR REFERENCE ONLY
S2.0	ELEVATIONS & SECTIONS –FOR REFERENCE ONLY

CMG
CONGER MOSS GUILLARD
500 THIRD STREET SUITE 215
SAN FRANCISCO, CA 94107
TELEPHONE: 415/495-3070
FACSIMILE: 415/495-3080

Stamp:



HPS Development Co.
One Sansome Street, Suite 3200
San Francisco, CA 94104

**HUNTERS POINT
OPEN SPACE**
**HILLPOINT PARK
COLEMAN BLUFF**

No:	Issue	Date:
1	50% DESIGN DEVELOPMENT	3.21.08
2	100% DESIGN DEVELOPMENT	1.16.09
3	35% CDS	7.29.09
4	65% CDS	5.07.10
5	100% CDS	3.25.11
6	100% CDS - 2nd Submittal	3.07.12
7	100% CDS - 3rd Submittal	1.17.14
8	BID SET	3.07.14
9	PERMIT SET	3.28.14
10	PERMIT SET - 2nd Submittal	5.23.14
11	PERMIT SET - 3rd Submittal	7.31.14
12	IB 01	11.10.14
13	HILLPOINT RE-BID SET	11.10.14
14	PERMIT SET - For Construction	3.11.15

No:	Revision	Date:
△	IB01 VE UPDATE	1.28.15
△		
△		
△		
△		
△		

Description:

**PERMIT SET
FOR CONSTRUCTION**

Job No: LEN 0601
Date: 11 MAR 2015

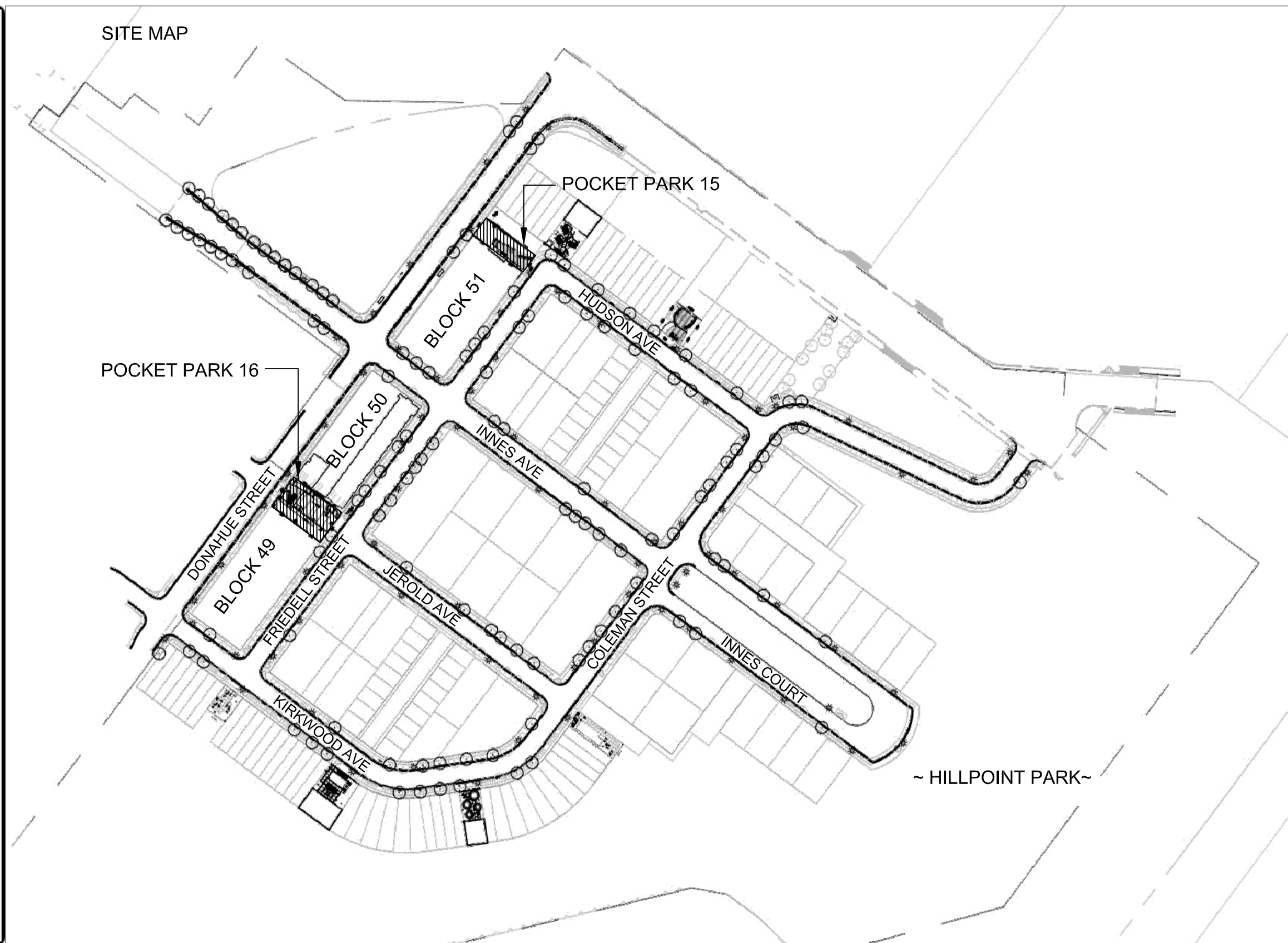
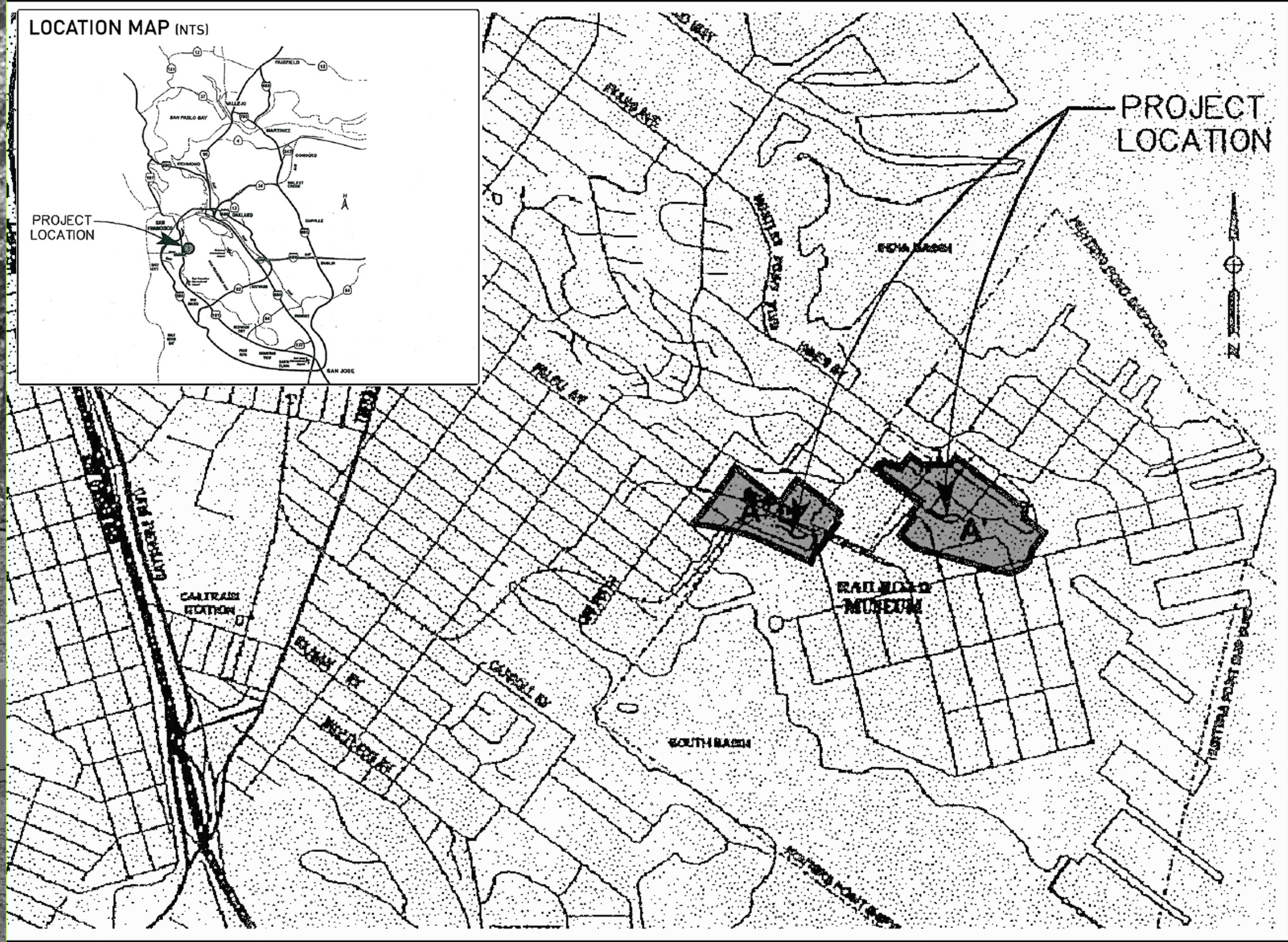
Sheet Title:

Cover Sheet

Sheet No:

L0.00

Exhibit 4: Pocket Parks 15-16 Plans



PROJECT TEAM

OWNER/APPLICANT:

HPS DEVELOPMENT CO.
ONE SANSOME STREET, SUITE 3200
SAN FRANCISCO, CA 94104
(415) 344-8841
CONTACT: JEFF MARTIN

PRIME LANDSCAPE ARCHITECT:

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500 THIRD STREET, STE. 215
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CONTACT: WILLETT MOSS

ASSOCIATE LANDSCAPE ARCHITECT:

ADRIENNE WONG ASSOCIATES
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(415) 618-0157
CONTACT: ADRIENNE WONG

CIVIL ENGINEER:

GHD
505 MONTGOMERY STREET, SUITE 2300
SAN FRANCISCO, CA 94111
(415) 283-4970
CONTACT: MIKE KINCAID

LANDSCAPE ARCHITECTURE SHEET INDEX

PP00-L0.00	COVER SHEET
PP00-L0.01	GENERAL NOTES AND ABBREVIATIONS
ER1.0	EROSION & SEDIMENTATION CONTROL PLAN - NOTES
ER2.0	EROSION & SEDIMENTATION CONTROL PLAN - DETAILS
ER3.0	EROSION & SEDIMENTATION CONTROL PLAN - PP15 PLAN
ER4.0	EROSION & SEDIMENTATION CONTROL PLAN - PP16 PLAN

POCKET PARK 15

PP15-L1.00	KEY PLAN & MATERIALS PLAN
PP15-L1.01	PHOTOMETRIC PLAN
PP15-L2.00	PATH OF TRAVEL & GRADING PLAN
PP15-L2.01	LAYOUT & PAVING LAYOUT PLAN
PP15-C1.00	CIVIL PLAN
PP15-C1.01	CIVIL DETAILS
PP15-L3.00	PLANTING PLAN
PP15-L3.01	PLANTING DETAILS
PP15-L4.00	IRRIGATION PLAN
PP15-L4.01	IRRIGATION DETAILS
PP15-L5.00	DETAILS
PP15-L5.01	DETAILS

POCKET PARK 16

PP16-L1.00	KEY PLAN & MATERIALS PLAN
PP16-L1.01	PHOTOMETRIC PLAN
PP16-L2.00	PATH OF TRAVEL & GRADING PLAN
PP16-L2.01	LAYOUT & PAVING LAYOUT PLAN
PP16-C1.00	CIVIL PLAN
PP16-C1.01	CIVIL DETAILS
PP16-L3.00	PLANTING PLAN
PP16-L3.01	PLANTING DETAILS
PP16-L4.00	IRRIGATION PLAN
PP16-L4.01	IRRIGATION DETAILS
PP16-L5.00	DETAILS
PP16-L5.01	DETAILS

Stamp:

HPS Development Co.
One Sansome Street, Suite 3200
San Francisco, CA 94104

**HUNTERS POINT
POCKET PARKS
15 & 16**

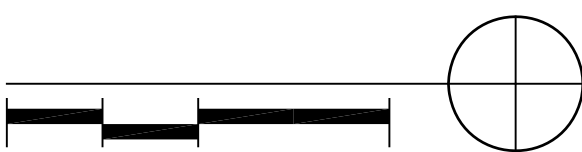
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03	90% CD's	06.08.12
04	100% CD's	10.29.12
05	PP15 & PP16 BID SET	03.07.14
06	PP15 & PP16 Permit Set	03.28.14
07	PERMIT SET- 2nd Submittal	05.23.14
08	PERMIT SET- 3rd Submittal	08.15.14

No:	Revision	Date:
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△		
△		

Description:

PERMIT SET

Job No: LEN0601.8
Date: 15 AUGUST 2014



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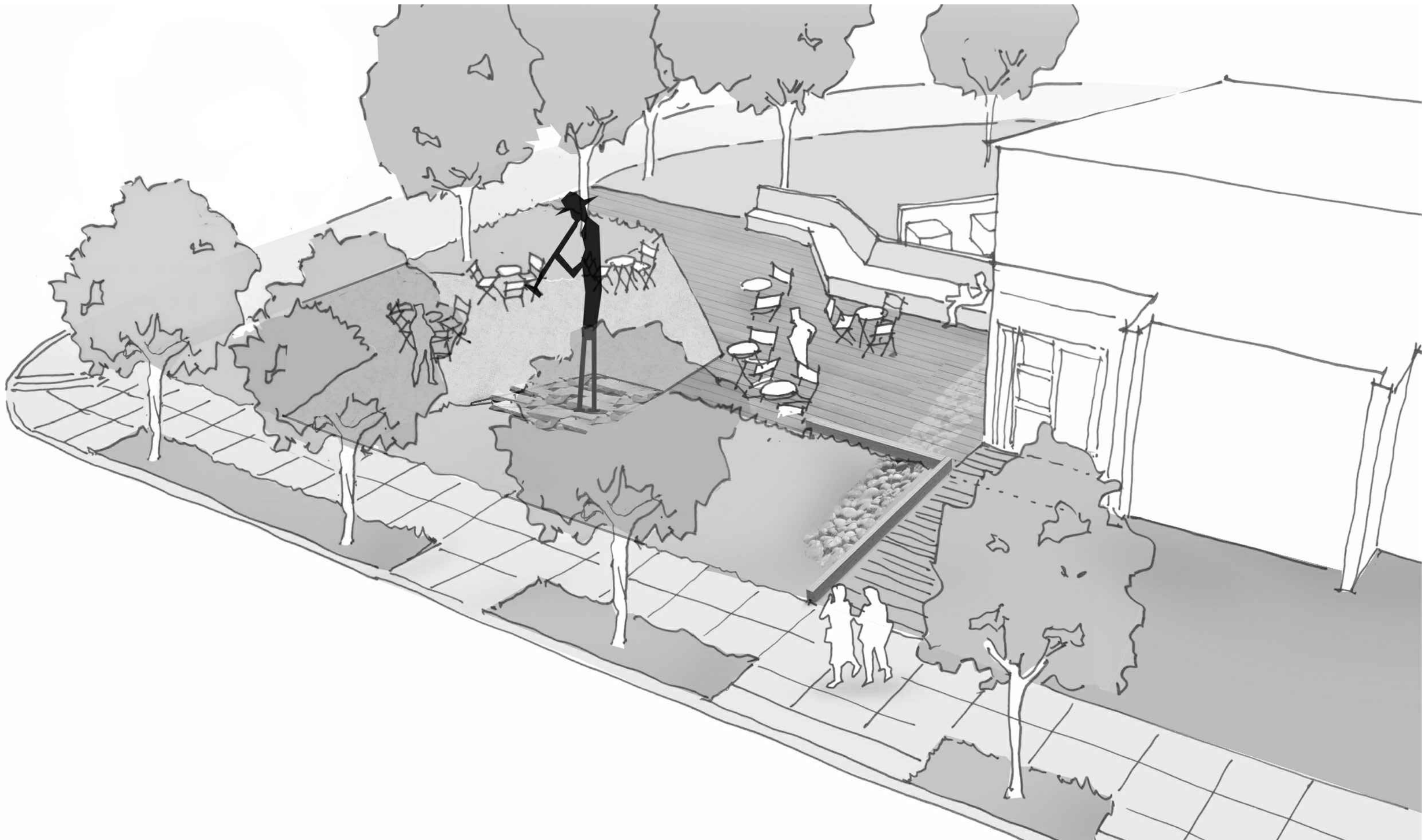
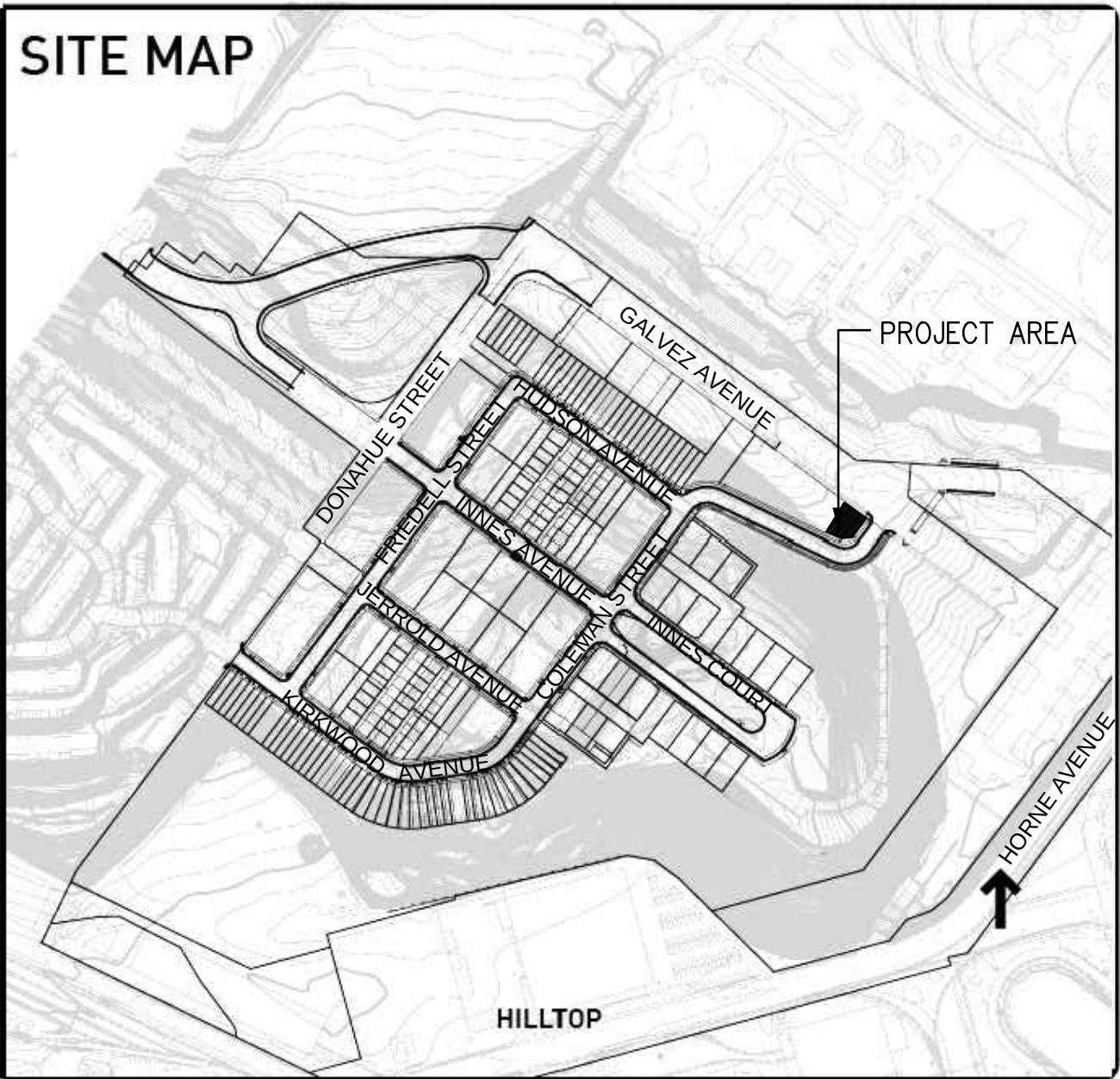
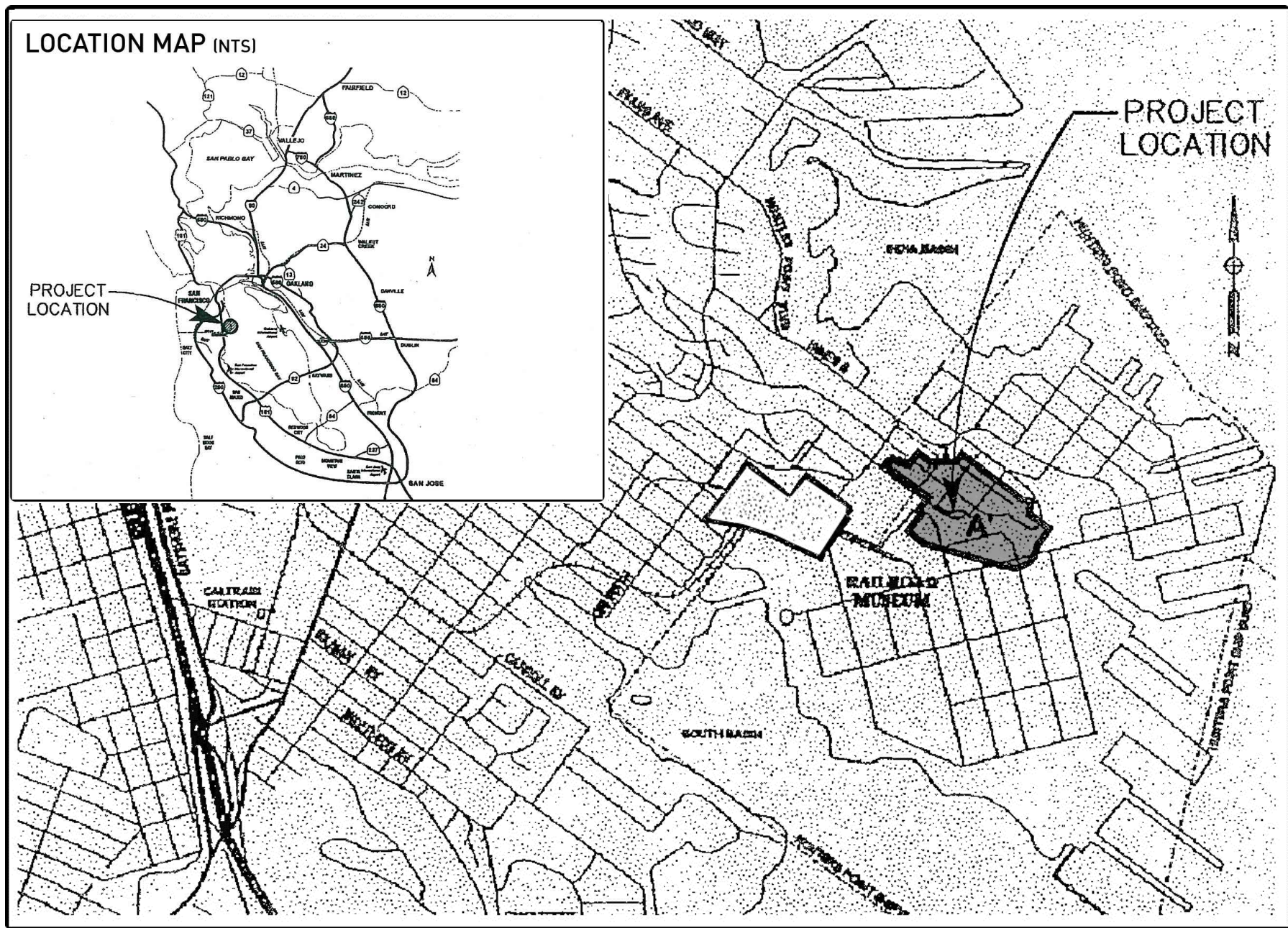
Sheet No: **PP00-L0.00**

HUNTERS POINT SHIPYARD - PARCEL A'

PHASE ONE OPEN SPACE

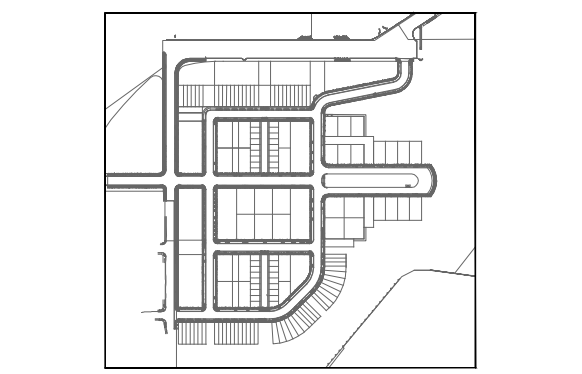
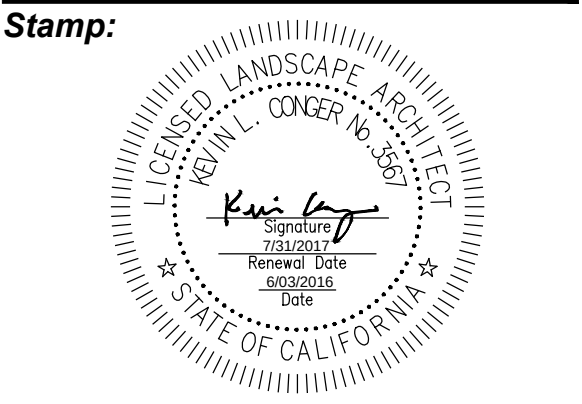
STOREHOUSE PLAZA

451 GALVEZ AVE
SAN FRANCISCO, CA 94124



PROJECT TEAM	SHEET INDEX
OWNER/APPLICANT: HPS DEVELOPMENT CO. ONE SANSOME STREET SUITE 3200 SAN FRANCISCO, CA 94104 (415) 344-8881 CONTACT: FRANKIE ARIAS	L0.00 COVER SHEET L0.01 GENERAL NOTES, SCHEDULES, AND ABBREVIATIONS L1.00 MATERIALS SCHEDULE L1.01 MATERIALS PLAN L2.00 GRADING PLAN L3.00 LAYOUT PLAN L4.00 PLANTING SCHEDULE L4.01 PLANTING PLAN L5.00 IRRIGATION PLAN L5.01 IRRIGATION PLAN L5.02 IRRIGATION NOTES AND LEGEND L5.03 IRRIGATION DETAILS L5.04 IRRIGATION DETAILS L6.00 PAVING DETAILS L6.01 WOOD DECK DETAILS L6.02 FURNITURE DETAILS L6.03 NOT USED L6.04 NOT USED L6.05 PLANTING DETAILS
LANDSCAPE ARCHITECT: CMG LANDSCAPE ARCHITECTURE 500 THIRD STREET, STE. 215 SAN FRANCISCO, CA 94107 (415) 495-3070 CONTACT: WILLETT MOSS	
IRRIGATION: RUSSELL MITCHELL & ASSOCIATES 2760 CAMINO DIABLO WALNUT CREEK, CA 94597 (925) 939-3985 CONTACT: JEFF DIAS	

CMG
CONGER MOSS GUILLARD
500 THIRD STREET SUITE 215
SAN FRANCISCO, CA 94107
TELEPHONE: 415/495-3070
FACSIMILE: 415/495-3080



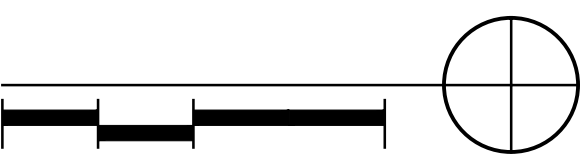
HPS Development Co.
One Sansome Street, Suite 3200
San Francisco, CA 94104

HUNTERS POINT
STOREHOUSE PLAZA
451 GALVEZ AVE
SAN FRANCISCO, CA 94124

No:	Issue	Date:
1	50% CD SET	4.17.15
2	100% CD SET	5.14.15
3	PERMIT SUBMITTAL	9.30.15
4	PERMIT SUBMITTAL	2.23.16
5	PERMIT SUBMITTAL	6.03.16
6		
7		

No:	Revision	Date:
1	PERMIT SUBMITTAL COMMENT RESPONSE	9/30/15
2	PERMIT SUBMITTAL COMMENT RESPONSE	2/23/16
3	PERMIT SUBMITTAL COMMENT RESPONSE	6/03/16
4		
5		

Description:
PERMIT SET
Job No: LEN 1301
Date: JUNE 3, 2016



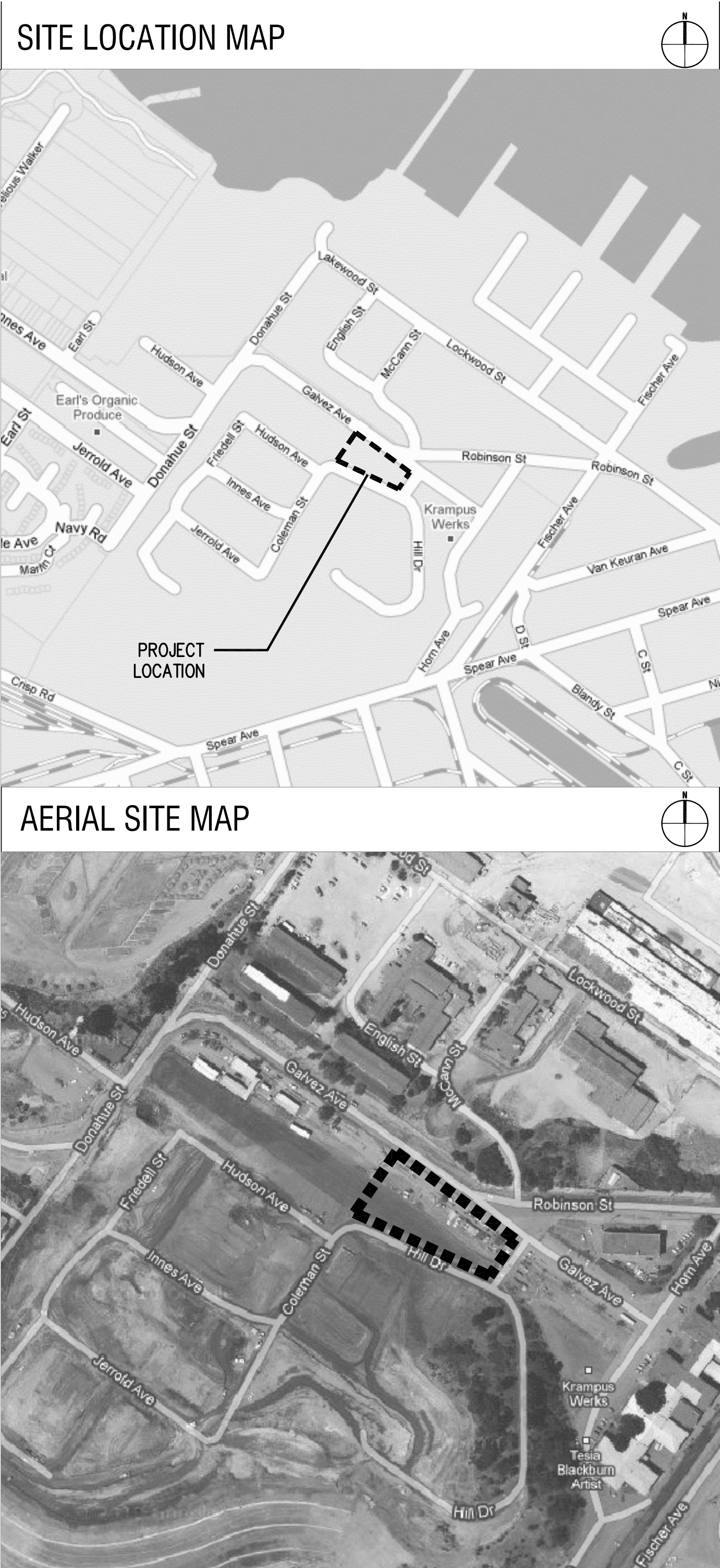
Sheet Title:
COVER SHEET

Sheet No:

L0.00

ABBREVIATIONS			
0 ø #	AT DIAMETER NUMBER	LAM. LBS. LOC.	LAMINATED POUNDS LEVEL LOCATION
A.C.T. A.D. A.DJ. A.F.F. AL. A.T.C.	ACOUSTIC CEILING TILE AREA DRAIN ADJACENT, ADJUSTABLE ABOVE FINISHED FLOOR ALUMINUM ACOUSTIC TILE CEILING	MAX. M.D.F. MECH. MEMB. MEZZ. MFR.	MAXIMUM MEDIUM DENSITY FIBERBOARD MECHANICAL MEMBRANE MEZZANINE MANUFACTURER
BD. BETW. BLKG. BM. B.O. BOT. BRG. BTWN.	BOARD BETWEEN BLOCKING BEAM BOTTOM OF BOTTOM BEARING BETWEEN	MIN. MISC. M.O. MOD. M.S. MOUNTED M.TL.	MINIMUM MISCELLANEOUS MASONRY OPENING MODULE MACHINE SCREW MOUNTED METAL
CAB. CER. C.J. C.L. C.LG. CLR. C.M.U. COL. CONC. CONS. CONT. COORD. C.R. C.T. CTS&K.	CABINET CERAMIC CONTROL JOINT CENTER LINE CLOSEST CEILING CLEAR CONCRETE MASONRY UNIT COLUMN CONCRETE CONSTRUCTION CONTINUOUS COORDINATE COLD ROLLED CERAMIC TILE COUNTERSINK	(N) N.C. NO. NOM. N.T.S. O.A.D. O.C. O.P. OPNG. OPP. O.F.C.I. O.F.O.I. O.F.V.I. O.H. O.H.	NEW NOT IN CONTRACT NUMBER NOMINAL NOT TO SCALE OVERALL DIMENSION ON CENTER OUTSIDE DIAMETER OPENING OPPOSITE OWNER FURNISHED/ CONTRACTOR INSTALLED OWNER FURNISHED/ OWNER INSTALLED OWNER FURNISHED/ VENDOR INSTALLED OVAL HEAD OVERHEAD
DBL. DCA. DET. D.F. DIA. DIM. DIR. DISP. DN. DR. DTL. DWG.	DOUBLE DRILLED CONCRETE ANCHOR DETAIL DRINKING FOUNTAIN DIAMETER DIMENSION DIRECTORY DISPENSER DOWN DOOR DETAIL DRAWING	P. LAM. P. PERP. PL. P.L.Y. PLYWD. PT. PTD. PTN.	PLASTIC LAMINATE PROPERTY LINE PARALLEL PERPENDICULAR PLATE PLYWOOD PLYWOOD PAINT PAINTED PARTITION
(E) EA. E.J. EL. ELEC. EQ. EQUIP. E.W.C. EXIST. EXP. EXP. JT. EXT.	EXISTING EACH EXPANSION JOINT ELEVATION ELECTRICAL EQUAL EQUIPMENT ELECTRIC WATER COOLER EXISTING EXPANSION EXPANSION JOINT EXTERIOR	Q.T. QTY. R. RAD. R.D. RE. REQD. RES. RESIL. R.H. RM. R.O.	QUARRY TILE QUANTITY RADIUS RADIUS ROOF DRAIN REFER TO REQUIRED RESILIENT RESILIENT ROUND HEAD ROOM ROUGH OPENING
F.D. F.E. F.E.C. F.H. F.H.C. FIN. FLR. FLUOR. F.O. F.O.S. F.O.W. F.S. FURR. FUT.	FLOOR DRAIN FIRE EXTINGUISHER FIRE EXTINGUISHER CABINET FLAT HEAD FIRE HOSE CABINET FINISH FLOOR FLUORESCENT FACE OF FACE OF STUD FACE OF WALL FULL SIZE FURRING FUTURE	S.C. SCHD. SECT. S.E.D. S.F. SHT. SIM. S.M.D. S.M.S. S.P.D. S.S. S.S.D. STD. STL. STRUCT. SUSP.	SOLID CORE SCHEDULE SECTION SEE ELECTRICAL DRAWINGS SQUARE FOOT SHEET SIMILAR SEE MECHANICAL DRAWINGS SHEET METAL SCREW SEE PLUMBING DRAWINGS STAINLESS STEEL SEE STRUCTURAL DRAWINGS STANDARD STEEL STRUCTURAL SUSPENDED
GA. GALV. G.B. G.D. G.W.B. GYP. BD.	GAUGE GALVANIZED GRAB BAR GARBAGE DISPOSAL GYPSUM WALLBOARD GYPSUM WALLBOARD	TEMP. THK. T.O. T.O.C. T.O.S. TYP.	TEMPERED GLASS THICK TOP TOP OF CONCRETE TOP OF STEEL TYPICAL
H.B. H.C. HWD. H.M. HORZ. HR. H.R. HT.	HOSE BIBB HOLLOW CORE HARDWOOD HOLLOW METAL HORIZONTAL HOUR HOT ROLLED HEIGHT	U.L. U.O.N. V.C.T. VEN. VER. VEST. VERT. V.I.F. V.W.C.	UNDERWRITERS LABORATORIES INC. UNLESS OTHERWISE NOTED VINYL COMPOSITION TILE VENEER VERIFY VESTIBULE VERTICAL VERIFY IN FIELD VINYL WALL COVERING
JAN. JST. JT.	JANITOR JOIST JOINT	W/ W.C. W.C. WD. W.P. W.R.	WITH WATER CLOSET WALL COVERING WOOD WATERPROOF WATER RESISTANT

SYMBOLS LEGEND			
	NORTH INDICATOR		INDICATES LEVEL LINE, CONTROL POINT, OR DATUM
	COLUMN REFERENCE GRID		MATCH LINE
	KEY NOTE DESIGNATION; RE: KEY NOTE LEGEND		ALIGN FACE OF FINISH WITH ADJACENT FACE OF FINISH
	DRAWING REFERENCE; ARROW INDICATES DIRECTION OF VIEW		LIMIT OF DEMOLITION / NEW CONSTRUCTION
	DETAIL NUMBER		CENTERLINE
	DETAIL DRAWING REFERENCE SYMBOL		CLG. HT. AT DESIGNATED LOCATION; TYPICAL CLG. HT. IS 8'-0" U.O.N.
	DETAIL NUMBER TO BE REFERENCED		DOOR DESIGNATION MARK -- SEE DOOR SCHEDULE
	SHEET NUMBER TO BE REFERENCED		WINDOW OR LOUVER DESIGNATION MARK -- SEE WINDOW SCHEDULE
	LARGE SCALE PLAN OR ENLARGED SECTIONAL DETAIL		
	DETAIL NUMBER TO BE REFERENCED		
	SHEET NUMBER TO BE REFERENCED		



Mayor's Office on Disability

DISABILITY ACCESS COMPLIANCE APPROVAL

Gavin Newsom
Mayor

Susan Manner
Director

PROJECT: Community Facilities Demonstration Project

Project Address: 451 Galvez Avenue, Hunters Point Shipyard
San Francisco, California 94124

Number: FY2006

THE MAYOR'S OFFICE ON DISABILITY HAS REVIEWED AND APPROVED:

Site Permit Plans

Final Construction Plans

ACCESSIBILITY COMPLIANCE AT THE SITE HAS BEEN APPROVED IN THE FOLLOWING FORM:

Temporary Certificate of Occupancy (TCO)

Final Signoff

Certificate of Final Completion (CFO)

By: Jim Whipple

Date:

Gavin Newsom
Mayor

Susan Manner
Director

PROJECT: Community Facilities Demonstration Project

Project Address: 451 Galvez Avenue, Hunters Point Shipyard
San Francisco, California 94124

THE MAYOR'S OFFICE ON DISABILITY HAS REVIEWED AND APPROVED:

- Site Permit Plans
- Final Construction Plans

ACCESSIBILITY COMPLIANCE AT THE SITE HAS BEEN APPROVED IN THE FOLLOWING FORM:

- Temporary Certificate of Occupancy (TCO)
- Final Signoff
- Certificate of Final Completion (CFO)

By: Jim Whipple Date:

Exhibit 6: Site Office Building Plans

COMMUNITY FACILITIES DEMONSTRATION PROJECT

451 GALVEZ AVENUE, HUNTERS POINT SHIPYARD, SAN FRANCISCO CA 94124

PROJECT INFORMATION

PROJECT DESCRIPTION:

INSTALLATION OF FACTORY BUILT MODULAR SYSTEM TO BE USED AS COMMUNITY FACILITIES. PROJECT INCLUDES SITE GRADING, NEW LANDSCAPING, PARKING, AND HARDSCAPE.

CODE CLASSIFICATION

OCCUPANCY: ASSEMBLY A-3
TYPE OF CONSTRUCTION: TYPE V-B
BUILDING STORIES: 1 STORY
BUILDING HEIGHT: 19'-9" (MAX.)
BUILDING AREA: 4,950 SF
OCCUPANCY LOAD FACTOR (A-3): 15 (NET)
OCCUPANT LOAD: 278
FIRE SPRINKLERS: NONE REQUIRED PER CBC 903.2.1.3
FIRE ALARM: NONE REQUIRED PER CBC 907.2.1

APPLICABLE BUILDING CODES

2007 CALIFORNIA BUILDING CODE – TITLE 24 PART 2 VOLUME #1 AND #2
2007 CALIFORNIA ELECTRICAL CODE – TITLE 24 PART 3
2007 CALIFORNIA MECHANICAL CODE – TITLE 24 PART 4
2007 CALIFORNIA PLUMBING CODE – TITLE 24 PART 5
2007 CALIFORNIA ENERGY CODE – TITLE 24 PART 6
2007 CALIFORNIA FIRE CODE – TITLE 24 PART 9
2007 CALIFORNIA BUILDING STANDARDS – TITLE 24 PART 12
2007 CALIFORNIA ADMINISTRATIVE CODE
2007 CALIFORNIA REFERENCED STANDARDS CODE
2007 SAN FRANCISCO AMENDMENTS TO THE CALIFORNIA BUILDING, ELECTRICAL, ENERGY, MECHANICAL, AND PLUMBING CODES
ADA ACCESSIBILITY GUIDELINES (ADAAG)

INTENDED USE

COMMUNITY FACILITY

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Project:
COMMUNITY FACILITIES
DEMONSTRATION PROJECT
451 Galvez Ave; Hunters Point Shipyard
San Francisco, California, 94124

Project Number:
833-04

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Rev.	Issue	Date
	Bldg Permit Submittal	5/17/2010
1	M.O.D. Backcheck	5/27/2010
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Checked By: MP

Sheet Number:

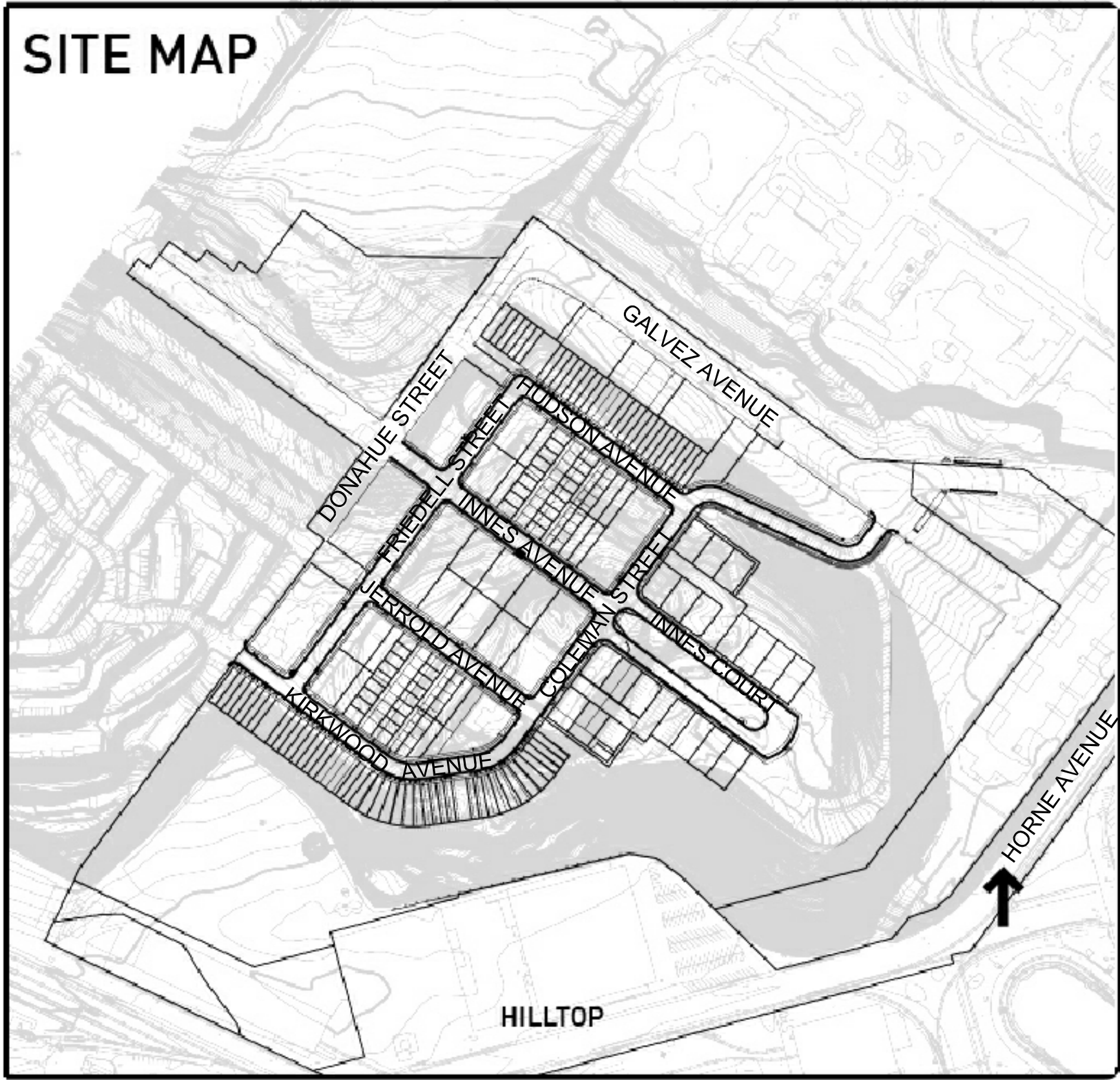
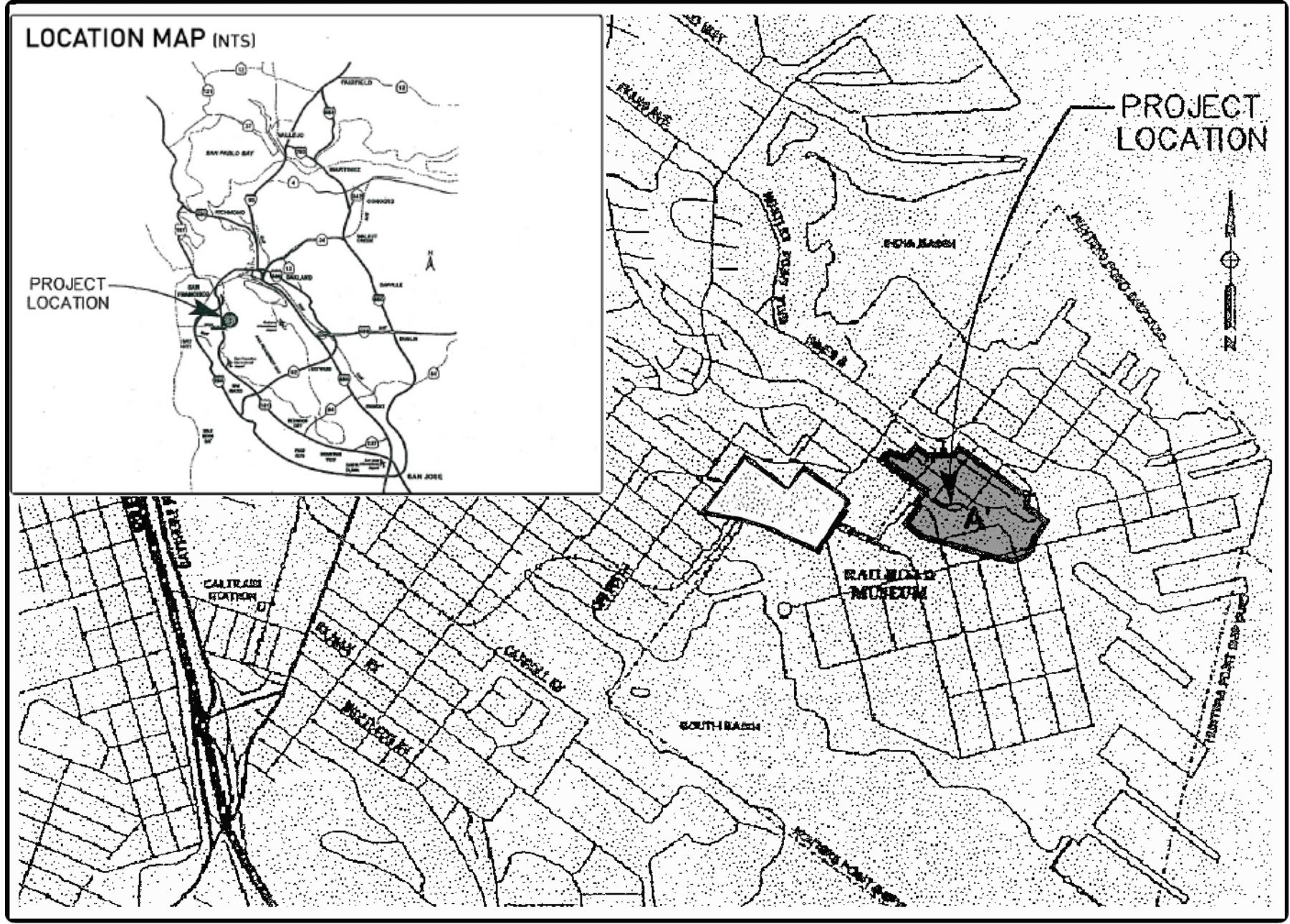
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HUNTERS POINT SHIPYARD - PARCEL A'

PHASE ONE OPEN SPACE

SAN FRANCISCO, CALIFORNIA

STREETSCAPE



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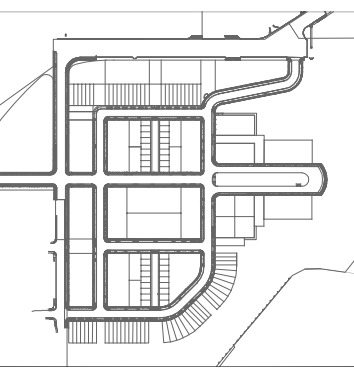
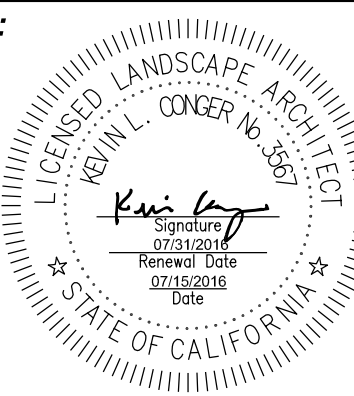
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Stamp:



HPS Development Co.
One Sansome Street, Suite 3200
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HUNTERS POINT STREETSCAPE

COMPREHENSIVE HILLTOP IB (#41)

No: Issue Date:

1	PERMIT SET - IB 32	DEC 18, 2014
2	PERMIT SET - IB 32	JULY 14, 2015
3	PERMIT SET - IB 41	SEPT 21, 2015
4	PERMIT SET - IB 41	JAN 22, 2016
5	PERMIT SET - IB41	APRIL 29, 2016
6	PERMIT SET - IB41	JULY 15, 2016
7		

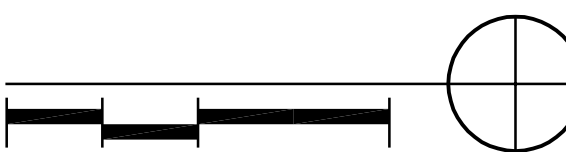
No: Revision Date:

△	COMPREHENSIVE HILLTOP IB (#41)	SEPT 21, 2015
△	COMPREHENSIVE HILLTOP IB (#41)	JAN 22, 2016
△	COMPREHENSIVE HILLTOP IB (#41)	APRIL 29, 2016

Description:

PERMIT SET

Job No: LEN 1301
Date: JULY 15, 2016



Sheet Title:

COVER SHEET

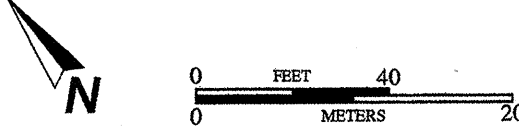
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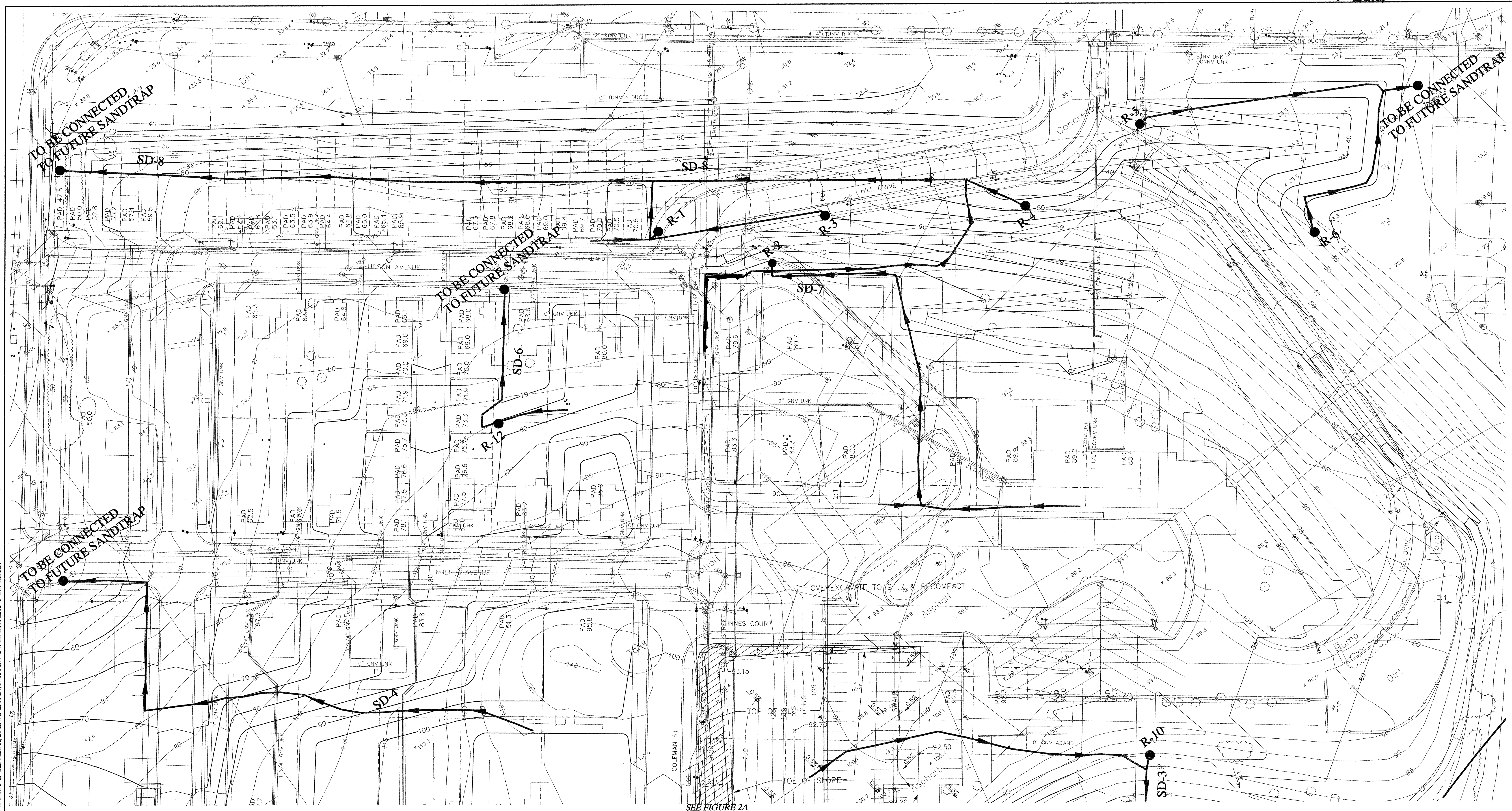


EXPLANATION

- R-18 ● APPROXIMATE LOCATION OF SUBDRAIN RISER
- ST-12 ■ APPROXIMATE LOCATION OF SAND TRAP
- APPROXIMATE LOCATION OF SUBDRAIN
- APPROXIMATE LOCATION OF WALL SUBDRAINS

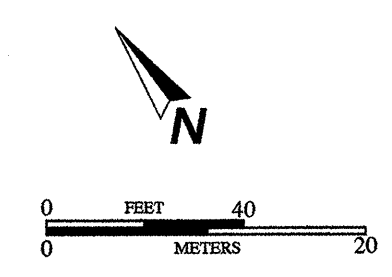


As BUILT



EXPLANATION

- R-18 APPROXIMATE LOCATION OF SUBDRAIN RISER
- ST-12 APPROXIMATE LOCATION OF SAND TRAP
- APPROXIMATE LOCATION OF SUBDRAIN
- APPROXIMATE LOCATION OF WALL SUBDRAINS



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Project No.
5638.6.100.01

December 7, 2005

Mr. Paul Menaker
Lennar Communities
6121 Bollinger Canyon Road, Suite 500
San Ramon, CA 94583

Subject: Hunter's Point – Parcel A
San Francisco, California

SLOPE AND DRAINAGE MAINTENANCE GUIDELINES

Dear Mr. Menaker:

The following represents our recommended maintenance and monitoring schedule for the slope and drainage maintenance at Hunter's Point, Parcel A located in San Francisco, California.

The responsible parties should be prepared to conduct a minimum of two inspections per year. In addition, the responsible parties' budget should provide for four or more inspections in years of heavy rainfall. A heavy rainfall event is defined as 2.0 or more inches of rain in a 24-hour period. Generally, inspections should take place in October, prior to the first significant rainfall; mid-winter as necessary during heavy rainfall years; and in early April at the end of the rainy season. The frequency of the inspections should increase depending upon the intensity and recurrence of rainfall. Site inspections should increase sufficiently to provide for mitigation of potential hazards. The responsible party shall keep inspection reports on file with copies to the San Francisco Department of Building Inspection (SFDBI). The following are guidelines for a monitoring plan. The actual scope and frequency of monitoring events shall be at the discretion of the responsible party.

- An engineer and/or geologist should carry out an inspection of lined surface ditches at least twice a year including the storm drain inlets and outlets in open space areas. One inspection should be in the spring after the winter rains. The inspection shall check for sedimentation and cracking or shifting of the concrete-lined ditches. Repairs and maintenance as needed should be undertaken including removal of excess silt or sediment in ditches and patching or replacement of cracked or broken ditches, prior to the beginning of the next rainy season.
- Subsurface drain outlets should be checked. If possible, water flowing from these outlets should be measured and recorded during each inspection. The inspections should take place at least twice annually, preferably in the fall and spring. Any suspicious interruption in flow should signal a need to unplug or clean by flushing the affected drain.

- Inlets, outfalls or trash racks, if used, must be kept free of debris and spillways maintained. Attention should be given to plantings or other obstructions which may interfere with access by power equipment.
- Within the maintained areas, the designated trails and adjacent areas should be inspected twice a year. Monitoring of the paved trail system should include observing the trail and adjacent areas for excess vegetation growth, eroded areas or areas of instability.
- At a minimum, the irrigation systems should be observed during the twice-annual monitoring events. The irrigation systems should be viewed for indications of leaks or excess irrigation water application.

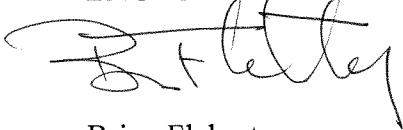
A written report should be prepared by the monitoring engineer or geologist based on the results of the site monitoring event summarizing the site conditions and recommendations for maintenance, repair or additional studies as necessary. The identified responsible party will have the task to evaluate and implement the recommendations which may include the hiring of professionals to provide additional evaluation of the site conditions.

It is not anticipated that the slopes within the boundaries of the residential lots will be included in the scheduled monitoring event unless the responsible party has been notified of a condition that requires its attention.

If you have any questions concerning these guidelines, please give us a call.

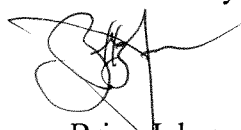
Very truly yours,

ENGEO INCORPORATED



Brian Flaherty
bf/jf:guidelines

Reviewed by:



Brian Johnson

HUNTERS POINT SHIPYARD

**PUBLIC ART
Phase A**

**CONSERVATION
AND
MAINTENANCE REPORT**

Prepared for
The Office of Community Investment and Infrastructure (OCII)

Prepared by
Helene Fried Associates
Conservation Strategies

February 1, 2016

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I. Executive Summary

As part of a new development arts initiative funded by a federal grant to The Office of Community Investment and Infrastructure (OCII), nine newly commissioned public works of art were installed in 2015 at Hunters Point Shipyard redevelopment Phase A. The artists and the artworks commissioned were as follows:

1. Jerry Ross Barrish - Bayview Horn
2. Jessica Bodner – Hale Konon
3. Marion Coleman – Visions of the Past, Visions of the Future
4. Matthew Geller – Nautical Swing
5. Heidi Hardin – Stream of Consciousness
6. Mildred Howard with Walter Hood – Frame Refrain
7. Eric Powell – Flotilla
8. REBAR GROUP– Gigantry
9. Jason Webster – Butterfly Girl

This report serves as a maintenance guide for the nine artworks. Maintenance specifications outlined in this report were developed by the project Conservator, Katharine Untch of Conservation Strategies.

The intended audience is maintenance workers that do not require conservation education or experience.

Exceptions to general maintenance that may require the further involvement of a Conservator are noted for each artwork as needed.

This report complements a separate ***Conservation Project Installation Report*** that further identifies details encountered during design review and installation. The Conservation Project Report will remain an important, but separate document in the event that future Conservators require more detailed information.

As with buildings and automobiles, artworks in outdoor environments are subject to weathering, soiling, and vandalism. Just as we wash and wax our cars on a regular basis, regular maintenance on artworks will extend their longevity, while neglect will likely result in more expensive interventions down the line.

Costs for maintenance can be more easily managed by providing simple remedial maintenance specifications by grouping together artworks with similar maintenance protocols.

II. How to Use This Guide

For simplicity of use, the Maintenance Guidelines are organized by artwork.

As requested by the OCII, General Maintenance and all applicable specifications are repeated for each artwork so that maintenance providers can reference one artwork at a time and have all the information they require for each piece.

III. Maintenance Specifications

A. Jerry Ross Barrish - Bayview Horn



Definitions

Maintenance Provider

A Maintenance Provider can be anyone qualified to safely use equipment as specified in the maintenance guidelines. A Maintenance Provider for artwork should also be observant to changes in condition of the artwork, able and willing to document conditions and condition changes, and be diligent in reporting those changes to the Owner(s) of the artwork. **Maintenance Providers should not deviate from any maintenance specifications without the written approval of a Conservator.**

Artist

The artist is the creator and originator of the artwork and has legal rights with regard to any changes to the design or appearance of the work. No alterations should be made to any work of art without written approval from the Artist. Artists' may provide critical background information on how their works of art were fabricated and their values for ongoing maintenance. Often it is the Conservator who makes recommendations for maintenance, taking the Artists' wishes into account, as it is the conservator who has the background in materials performance over time.

Conservator

Conservators usually have a background in chemistry and the long-term effects of materials in juxtaposition with one another. For example, the artist may recommend using a cleaning product that contains acid while the conservator will usually have an alternative since the use of any acids can accelerate corrosion of metals, deterioration of stone, etc. For preservation purposes it is ill advised to use any chemicals on an artwork unless a conservator is consulted, regardless of the artist's recommendations. It is recommended, therefore, that simple maintenance specifications be followed as outlined in this Maintenance Manual. These maintenance specifications follow standard conservation practices and as set forth by the American Institute for Conservation and provide an approach of "do least harm" and "reversibility" of treatments in the event that improved materials and methods become available in the future.

Section 1. Qualifications

- A. General monitoring and documentation can be undertaken by a conservator or a facilities or maintenance specialist trained by a conservator experienced in outdoor sculpture conservation.
- B. Washing and waxing can be undertaken by a conservator or a facilities or maintenance specialist trained by a conservator experienced in outdoor sculpture conservation.
- C. Refer to guidelines from the American Institute for Conservation (AIC) for qualifications of a conservator. The conservator should be a Professional Associate or Fellow member of AIC. A reference list of conservators may be found on the AIC website at <http://www.conservation-us.org/membership/find-a-conservator>.
- D. Consult a conservator for any other conditions such as corrosion, drainage, breakage, graffiti or any other conditions where washing and waxing will not rectify the condition concern.
- E. Abide by all artists rights laws, namely the Visual Artists Rights Act (VARA) and California Artists Protection Act (CAPA). This usually means consulting with the artist or representative prior to making any alterations to the artwork.

Section 2. Monitoring and Documentation

- A. Monitor preferably monthly and at least yearly for bird droppings, surface debris, sap or other foreign materials on the surface.
- B. Document conditions at least annually with images and a brief written description of conditions.
 - 1. Include the date, name of the person documenting, title and work capacity, contact information.
 - 2. Document conditions whenever anomalies occur and before and after washing and/or waxing.

3. Retain records in an accessible location for life of artwork
- C. Contact a conservator familiar with outdoor sculpture for advice on any unusual conditions, graffiti removal or any other type of cleaning desired other than the washing and waxing specifications below.

Section 3. Cleaning

- A. Wash surface of artwork at least once a year.
- B. Use clean, potable water and a hose with a garden sprayer to rinse the surface overall.
 1. Do not use a pressure washer.
 2. Do not use recycled water.
- C. Wash with a pH neutral, non-ionic soap
 1. Orvus WA Paste manufactured by Proctor & Gamble (P&G), supplied by Amazon.com and others.
 - a. Put no more than 1% Orvus WA paste in a bucket of potable water (about a ½ teaspoon for 5 gallons of water.)
 - b. Use a clean soft natural bristle brush dipped into the soapy water bucket and hand wash the surface of the sculpture starting at the top and working down.
- D. Rinse the artwork before the soapy water dries on the surface.
 1. If the weather is hot, it may be necessary to wash the sculpture in sections.
- E. Allow the surface to dry completely.
 1. Clean cotton non-lint rags can be used to speed drying.

Section 4. Waxing

- A. Applies to all unpainted metal surfaces including bronze, clear coated bronze, stainless steel, clear coated stainless steel, mild steel. Excludes painted surfaces unless otherwise noted in Section 6.
- B. Wax the surface at least once a year, twice a year will ensure the best results.
- C. Clean the surface as per the washing instructions in Section 3 above.
- D. Wax coatings may go over existing clear coats or other waxed surfaces.
- E. Apply a synthetic pH neutral microcrystalline wax:
 1. Renaissance Wax manufactured by Picreator Enterprises Ltd., supplied in 3 liter cans by Talas in New York, Amazon.com, and other suppliers.
Note: This wax comes pre-mixed in solvents and can be easily applied.
 2. Do not use other paste waxes such as carnauba or bowling alley wax. Do not use car waxes or other non-specified products.

3. Apply on a warm day when metal surfaces are dry and warm to the touch. Heat guns may be used to drive off moisture prior to applying wax. No moisture should be trapped under the wax coating.
4. Apply wax with a soft natural bristle brush, such as a round 1 ½" diameter brush.
5. Apply wax in circles and use a dabbing motion to get wax into crevices.
6. Allow wax to dry overnight.
7. Buff wax using lint free cotton rags and soft natural bristle brushes.

Section 5. Graffiti Removal

- A. Anti-graffiti coatings are not recommended for the artworks unless otherwise specified. An annual wax application on most surfaces will help in removing graffiti. Most proprietary products for graffiti protection contain oils, resins and other chemicals that may interact with the artwork surfaces. If anti-graffiti coatings are to be used, a conservator should be consulted first.
- B. Graffiti removal can range from easy to complex depending on the substrate material and the medium used to tag. Knowing the difference ahead of time requires knowledge and experience. All too often graffiti removal attempts end up worse than when they started as the tag medium can get smeared or penetrate into the substrate; sometimes making it more difficult or impossible to remove. For this reason, a conservator should be consulted prior to attempting to remove any graffiti from artworks.
- C. There are many products on the market for graffiti removal, but they are not necessarily designed for long-term preservation of the artwork substrate. Many leave chemical residues that can accelerate corrosion or contribute to other types of deterioration.
- D. Testing in a small (cotton swab size) inconspicuous area should always precede any graffiti removal campaign.
 1. Solvents and graffiti removal products may also remove original painted surfaces or patinas.
 2. Testing can be done with solvents, starting with water, acetone and ethanol using a dab of each solvent on a cotton swab. All proposed solvents or cleaners should be tested.
- E. Sometimes the graffiti can be removed easily using simple solvents without undermining, dulling or removing all or part of the original surface. Other times, tests show that the graffiti is difficult to remove or can migrate deeper into the surface causing further staining or shadowing.
- F. Because of the variation in substrates and how they behave over time from weathering; along with the variation of media used for tagging, there is no one size fits all solution to graffiti removal, despite what most vendors will say to market their products.

- G. For this reason, it is highly recommended that a conservator be consulted prior to attempting to remove any graffiti from works of art.

Section 6: Additional Art Specific Care and Maintenance

- A. Eventually the Permalac coating will need to be removed and replaced.
 - 1. Consult a Conservator for materials and methods.
- B. If sculpture is ever moved again, recommend correcting the lean and forward-facing direction. Front of figure should be facing east as per artist's original intent.
- C. Anticipated landscaping should allow for good drainage away from footing.

B. Jessica Bodner – Hale Konon



Definitions

Maintenance Provider

A Maintenance Provider can be anyone qualified to safely use equipment as specified in the maintenance guidelines. A Maintenance Provider for artwork should also be observant to changes in condition of the artwork, able and willing to document conditions and condition changes, and be diligent in reporting those changes to the Owner(s) of the artwork. **Maintenance Providers should not deviate from any maintenance specifications without the written approval of a Conservator.**

Artist

The artist is the creator and originator of the artwork and has legal rights with regard to any changes to the design or appearance of the work. No alterations should be made to any work of art without written approval from the Artist. Artists' may provide critical background information on how their works of art were fabricated and their values for ongoing maintenance. Often it is the Conservator who makes recommendations for maintenance, taking the Artists' wishes into account, as it is the conservator who has the background in materials performance over time.

Conservator

Conservators usually have a background in chemistry and the long-term effects of materials in juxtaposition with one another. For example, the artist may recommend using a cleaning product that contains acid while the conservator will usually have an alternative since the use of any acids can accelerate corrosion of metals, deterioration of stone, etc. For preservation purposes it is ill advised to use any chemicals on an artwork unless a conservator is consulted, regardless of the artist's recommendations. It is recommended, therefore, that simple maintenance specifications be followed as outlined in this Maintenance Manual. These maintenance specifications follow standard conservation practices and as set forth by the American Institute for Conservation and

provide an approach of “do least harm” and “reversibility” of treatments in the event that improved materials and methods become available in the future.

Section 1. Qualifications

- A. General monitoring and documentation can be undertaken by a conservator or a facilities or maintenance specialist trained by a conservator experienced in outdoor sculpture conservation.
- B. Washing and waxing can be undertaken by a conservator or a facilities or maintenance specialist trained by a conservator experienced in outdoor sculpture conservation.
- C. Refer to guidelines from the American Institute for Conservation (AIC) for qualifications of a conservator. The conservator should be a Professional Associate or Fellow member of AIC. A reference list of conservators may be found on the AIC website at <http://www.conservation-us.org/membership/find-a-conservator>.
- D. Consult a conservator for any other conditions such as corrosion, drainage, breakage, graffiti or any other conditions where washing and waxing will not rectify the condition concern.
- E. Abide by all artists rights laws, namely the Visual Artists Rights Act (VARA) and California Artists Protection Act (CAPA). This usually means consulting with the artist or representative prior to making any alterations to the artwork.

Section 2. Monitoring and Documentation

- A. Monitor preferably monthly and at least yearly for bird droppings, surface debris, sap or other foreign materials on the surface.
- B. Document conditions at least annually with images and a brief written description of conditions.
 - 1. Include the date, name of the person documenting, title and work capacity, contact information.
 - 2. Document conditions whenever anomalies occur and before and after washing and/or waxing.
 - 3. Retain records in an accessible location for life of artwork
- C. Contact a conservator familiar with outdoor sculpture for advice on any unusual conditions, graffiti removal or any other type of cleaning desired other than the washing and waxing specifications below.

Section 3. Cleaning

- A. Wash surface of artwork at least once a year.

- B. Use clean, potable water and a hose with a garden sprayer to rinse the surface overall.
 - 1. Do not use a pressure washer.
 - 2. Do not use recycled water.
- C. Wash with a pH neutral, non-ionic soap
 - 1. Orvus WA Paste manufactured by Proctor & Gamble (P&G), supplied by Amazon.com and others.
 - a. Put no more than 1% Orvus WA paste in a bucket of potable water (about a ½ teaspoon for 5 gallons of water.)
 - b. Use a clean soft natural bristle brush dipped into the soapy water bucket and hand wash the surface of the sculpture starting at the top and working down.
- D. Rinse the artwork before the soapy water dries on the surface.
 - 1. If the weather is hot, it may be necessary to wash the sculpture in sections.
- E. Allow the surface to dry completely.
 - 1. Clean cotton non-lint rags can be used to speed drying.

Section 4. Waxing

- A. Applies to all unpainted metal surfaces including bronze, clear coated bronze, stainless steel, clear coated stainless steel, mild steel. Excludes painted surfaces unless otherwise noted in Section 6.
- B. Wax the surface at least once a year, twice a year will ensure the best results.
- C. Clean the surface as per the washing instructions in Section 3 above.
- D. Wax coatings may go over existing clear coats or other waxed surfaces.
- E. Apply a synthetic pH neutral microcrystalline wax:
 - 1. Renaissance Wax manufactured by Picreator Enterprises Ltd., supplied in 3 liter cans by Talas in New York, Amazon.com, and other suppliers.
Note: This wax comes pre-mixed in solvents and can be easily applied.
 - 2. Do not use other paste waxes such as carnauba or bowling alley wax. Do not use car waxes or other non-specified products.
 - 3. Apply on a warm day when metal surfaces are dry and warm to the touch. Heat guns may be used to drive off moisture prior to applying wax. No moisture should be trapped under the wax coating.
 - 4. Apply wax with a soft natural bristle brush, such as a round 1 ½" diameter brush.
 - 5. Apply wax in circles and use a dabbing motion to get wax into crevices.
 - 6. Allow wax to dry overnight.
 - 7. Buff wax using lint free cotton rags and soft natural bristle brushes.

Section 5. Graffiti Removal

- A. Applies to all artworks.
- B. Anti-graffiti coatings are not recommended for the artworks unless otherwise specified. An annual wax application on most surfaces will help in removing graffiti. Most proprietary products for graffiti protection contain oils, resins and other chemicals that may interact with the artwork surfaces. If anti-graffiti coatings are to be used, a conservator should be consulted first.
- C. Graffiti removal can range from easy to complex depending on the substrate material and the medium used to tag. Knowing the difference ahead of time requires knowledge and experience. All too often graffiti removal attempts end up worse than when they started as the tag medium can get smeared or penetrate into the substrate; sometimes making it more difficult or impossible to remove. For this reason, a conservator should be consulted prior to attempting to remove any graffiti from artworks.
- D. There are many products on the market for graffiti removal, but they are not necessarily designed for long-term preservation of the artwork substrate. Many leave chemical residues that can accelerate corrosion or contribute to other types of deterioration.
- E. Testing in a small (cotton swab size) inconspicuous area should always precede any graffiti removal campaign.
 - 1. Solvents and graffiti removal products may also remove original painted surfaces or patinas.
 - 2. Testing can be done with solvents, starting with water, acetone and ethanol using a dab of each solvent on a cotton swab. All proposed solvents or cleaners should be tested.
- F. Sometimes the graffiti can be removed easily using simple solvents without undermining, dulling or removing all or part of the original surface. Other times, tests show that the graffiti is difficult to remove or can migrate deeper into the surface causing further staining or shadowing.
- G. Because of the variation in substrates and how they behave over time from weathering; along with the variation of media used for tagging, there is no one size fits all solution to graffiti removal, despite what most vendors will say to market their products.
- H. For this reason, it is highly recommended that a conservator be consulted prior to attempting to remove any graffiti from works of art.

Section 6: Additional Art Specific Care and Maintenance

- A. Paint touch-ups over time as needed.
 - 1. Consult with a Conservator prior to any paint touch ups.
 - 2. Surface Preparation:

- a) Hand sand to bare white metal.
 - b) Solvent wipe to remove oils and grease
 - (1) Acetone or ethanol
- 3. Primer:
 - a) Rustoleum Flat Gray Primer General Purpose Spray Paint, color gray
- 4. Topcoat:

Spray both colors into separate buckets and dabbed onto sculpture with sponges to achieve a dark bronze colored surface.

 - a) Rustoleum Universal brand spray paint, color Oil rubbed bronze supplied by Home Depot and others
 - b) Rustoleum spray paint, (an alkyd paint in a spray can, also comes in a paint can), color John Deere Green supplied by Home Depot and others.
- 5. Remove leaves and debris from sculpture and rocks in oval.
- 6. Replenish the artwork base (the intent of the Artist is for the artwork base which is a slightly elevated mound of rock material to replicate a mound of sea shells). The oval shaped base of approximately 500 square feet and 4" deep should be replenished as needed. Note that the base is an integral part of the artwork and not of the landscape material for Innes Park.
 - a) Landscapers cloth, supplied by Broadmoor Landscape Supply, Colma
 - b) Sand - Olympia sand #2 or #1, supplied by Broadmoor Landscape Supply, Colma, 2.5 yards
 - c) Dolomite - supplied by Broadmoor Landscape Supply, Colma, 1.5 yards layered over sand
 - d) White rock – snow white pebbles, supplied by Lyngso Garden Materials, Redwood City, 0.75 yards or 30 bags layered over dolomite

C. Marion Coleman – Visions of the Past, Visions of the Future



Definitions

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Artist

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Conservator

Conservators usually have a background in chemistry and the long-term effects of materials in juxtaposition with one another. For example, the artist may recommend using a cleaning product that contains acid while the conservator will usually have an alternative since the use of any acids can accelerate corrosion of metals, deterioration of stone, etc. For preservation purposes it is ill advised to use any chemicals on an artwork unless a conservator is consulted, regardless of the artist's recommendations. It is recommended, therefore, that simple maintenance specifications be followed as outlined in this Maintenance Manual. These maintenance specifications follow standard conservation practices and as set forth by the American Institute for Conservation and provide an approach of "do least harm" and "reversibility" of treatments in the event that improved materials and methods become available in the future.

Section 1. Qualifications

- A. General monitoring and documentation can be undertaken by a conservator or a facilities or maintenance specialist trained by a conservator experienced in outdoor sculpture conservation.
- B. Washing and waxing can be undertaken by a conservator or a facilities or maintenance specialist trained by a conservator experienced in outdoor sculpture conservation.
- C. Refer to guidelines from the American Institute for Conservation (AIC) for qualifications of a conservator. The conservator should be a Professional Associate or Fellow member of AIC. A reference list of conservators may be found on the AIC website at <http://www.conservation-us.org/membership/find-a-conservator>.
- D. Consult a conservator for any other conditions such as corrosion, drainage, breakage, graffiti or any other conditions where washing and waxing will not rectify the condition concern.
- E. Abide by all artists rights laws, namely the Visual Artists Rights Act (VARA) and California Artists Protection Act (CAPA). This usually means consulting with the artist or representative prior to making any alterations to the artwork.

Section 2. Monitoring and Documentation

- A. Monitor preferably monthly and at least yearly for bird droppings, surface debris, sap or other foreign materials on the surface.
- B. Document conditions at least annually with images and a brief written description of conditions.
 - 1. Include the date, name of the person documenting, title and work capacity, contact information.
 - 2. Document conditions whenever anomalies occur and before and after washing and/or waxing.
 - 3. Retain records in an accessible location for life of artwork
- C. Contact a conservator familiar with outdoor sculpture for advice on any unusual conditions, graffiti removal or any other type of cleaning desired other than the washing and waxing specifications below.

Section 3. Cleaning

- A. Wash surface of artwork at least once a year.
- B. Use clean, potable water and a hose with a garden sprayer to rinse the surface overall.

1. Do not use a pressure washer.
2. Do not use recycled water.
- C. Wash with a pH neutral, non-ionic soap
 1. Orvus WA Paste manufactured by Proctor & Gamble (P&G), supplied by Amazon.com and others.
 - a. Put no more than 1% Orvus WA paste in a bucket of potable water (about a ½ teaspoon for 5 gallons of water.)
 - b. Use a clean soft natural bristle brush dipped into the soapy water bucket and hand wash the surface of the sculpture starting at the top and working down.
- D. Rinse the artwork before the soapy water dries on the surface.
 1. If the weather is hot, it may be necessary to wash the sculpture in sections.
- E. Allow the surface to dry completely.
 1. Clean cotton non-lint rags can be used to speed drying.

Section 4. Waxing

- A. Applies to all unpainted metal surfaces including bronze, clear coated bronze, stainless steel, clear coated stainless steel, mild steel. Excludes painted surfaces unless otherwise noted in Section 6.
- B. Wax the surface at least once a year, twice a year will ensure the best results.
- C. Clean the surface as per the washing instructions in Section 3 above.
- D. Wax coatings may go over existing clear coats or other waxed surfaces.
- E. Apply a synthetic pH neutral microcrystalline wax:
 1. Renaissance Wax manufactured by Picreator Enterprises Ltd., supplied in 3 liter cans by Talas in New York, Amazon.com, and other suppliers.
Note: This wax comes pre-mixed in solvents and can be easily applied.
 2. Do not use other paste waxes such as carnauba or bowling alley wax. Do not use car waxes or other non-specified products.
 3. Apply on a warm day when metal surfaces are dry and warm to the touch. Heat guns may be used to drive off moisture prior to applying wax. No moisture should be trapped under the wax coating.
 4. Apply wax with a soft natural bristle brush, such as a round 1 ½" diameter brush.
 5. Apply wax in circles and use a dabbing motion to get wax into crevices.
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 7. Buff wax using lint free cotton rags and soft natural bristle brushes.

Section 5. Graffiti Removal

- A. Anti-graffiti coatings are not recommended for the artworks unless otherwise specified. An annual wax application on most surfaces will help in removing graffiti. Most proprietary products for graffiti protection contain oils, resins and other chemicals that may interact with the artwork surfaces. If anti-graffiti coatings are to be used, a conservator should be consulted first.
- B. Graffiti removal can range from easy to complex depending on the substrate material and the medium used to tag. Knowing the difference ahead of time requires knowledge and experience. All too often graffiti removal attempts end up worse than when they started as the tag medium can get smeared or penetrate into the substrate; sometimes making it more difficult or impossible to remove. For this reason, a conservator should be consulted prior to attempting to remove any graffiti from artworks.
- C. There are many products on the market for graffiti removal, but they are not necessarily designed for long-term preservation of the artwork substrate. Many leave chemical residues that can accelerate corrosion or contribute to other types of deterioration.
- D. Testing in a small (cotton swab size) inconspicuous area should always precede any graffiti removal campaign.
 - 1. Solvents and graffiti removal products may also remove original painted surfaces or patinas.
 - 2. Testing can be done with solvents, starting with water, acetone and ethanol using a dab of each solvent on a cotton swab. All proposed solvents or cleaners should be tested.
- E. Sometimes the graffiti can be removed easily using simple solvents without undermining, dulling or removing all or part of the original surface. Other times, tests show that the graffiti is difficult to remove or can migrate deeper into the surface causing further staining or shadowing.
- F. Because of the variation in substrates and how they behave over time from weathering; along with the variation of media used for tagging, there is no one size fits all solution to graffiti removal, despite what most vendors will say to market their products.
- G. For this reason, it is highly recommended that a conservator be consulted prior to attempting to remove any graffiti from works of art.

Section 6: Additional Art Specific Care and Maintenance

- A. Follow general specifications Sections 1 – 5.
- B. Add paint coatings over exposed metal fasteners and welds.
 - 1. Surface Preparation:
 - a. Hand sand to bare white metal.
 - b. Solvent wipe to remove oils and grease
 - 1). Acetone or ethanol
 - 2. Primer: Consult a Conservator

3. Topcoat: Consult a Conservator

D. Matthew Geller – Nautical Swing



Definitions

Maintenance Provider

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- D. Consult a conservator for any other conditions such as corrosion, drainage, breakage, graffiti or any other conditions where washing and waxing will not rectify the condition concern.
- E. Abide by all artists rights laws, namely the Visual Artists Rights Act (VARA) and California Artists Protection Act (CAPA). This usually means consulting with the artist or representative prior to making any alterations to the artwork.

Section 2. Monitoring and Documentation

- A. Monitor preferably monthly and at least yearly for bird droppings, surface debris, sap or other foreign materials on the surface.
- B. Document conditions at least annually with images and a brief written description of conditions.
 - 1. Include the date, name of the person documenting, title and work capacity, contact information.
 - 2. Document conditions whenever anomalies occur and before and after washing and/or waxing.
 - 3. Retain records in an accessible location for life of artwork
- C. Contact a conservator familiar with outdoor sculpture for advice on any unusual conditions, graffiti removal or any other type of cleaning desired other than the washing and waxing specifications below.

Section 3. Cleaning

- A. Wash surface of artwork at least once a year.

- B. Use clean, potable water and a hose with a garden sprayer to rinse the surface overall.
 - 1. Do not use a pressure washer.
 - 2. Do not use recycled water.
- C. Wash with a pH neutral, non-ionic soap
 - 1. Orvus WA Paste manufactured by Proctor & Gamble (P&G), supplied by Amazon.com and others.
 - a. Put no more than 1% Orvus WA paste in a bucket of potable water (about a ½ teaspoon for 5 gallons of water.)
 - b. Use a clean soft natural bristle brush dipped into the soapy water bucket and hand wash the surface of the sculpture starting at the top and working down.
- D. Rinse the artwork before the soapy water dries on the surface.
 - 1. If the weather is hot, it may be necessary to wash the sculpture in sections.
- E. Allow the surface to dry completely.
 - 1. Clean cotton non-lint rags can be used to speed drying.

Section 4. Waxing (Not Necessary for this Artwork)

Section 5. Graffiti Removal

- A. Anti-graffiti coatings are not recommended for the artworks unless otherwise specified. An annual wax application on most surfaces will help in removing graffiti. Most proprietary products for graffiti protection contain oils, resins and other chemicals that may interact with the artwork surfaces. If anti-graffiti coatings are to be used, a conservator should be consulted first.
- B. Graffiti removal can range from easy to complex depending on the substrate material and the medium used to tag. Knowing the difference ahead of time requires knowledge and experience. All too often graffiti removal attempts end up worse than when they started as the tag medium can get smeared or penetrate into the substrate; sometimes making it more difficult or impossible to remove. For this reason, a conservator should be consulted prior to attempting to remove any graffiti from artworks.
- C. There are many products on the market for graffiti removal, but they are not necessarily designed for long-term preservation of the artwork substrate. Many leave chemical residues that can accelerate corrosion or contribute to other types of deterioration.
- D. Testing in a small (cotton swab size) inconspicuous area should always precede any graffiti removal campaign.
 - 1. Solvents and graffiti removal products may also remove original painted surfaces or patinas.

2. Testing can be done with solvents, starting with water, acetone and ethanol using a dab of each solvent on a cotton swab. All proposed solvents or cleaners should be tested.
- E. Sometimes the graffiti can be removed easily using simple solvents without undermining, dulling or removing all or part of the original surface. Other times, tests show that the graffiti is difficult to remove or can migrate deeper into the surface causing further staining or shadowing.
- F. Because of the variation in substrates and how they behave over time from weathering; along with the variation of media used for tagging, there is no one size fits all solution to graffiti removal, despite what most vendors will say to market their products.
- G. For this reason, it is highly recommended that a conservator be consulted prior to attempting to remove any graffiti from works of art.

Section 6: Additional Art Specific Care and Maintenance

- A. Follow general specifications Sections 1 – 3 and 5.
- B. Galvanized coatings touch up as needed.
 1. Surface Preparation:
 - a. Zinc layer: Hand sand with 220 grit to remove surface oxidation on zinc
 - b. Exposed or corroded steel: Hand or power tool sand to bare white steel
 - c. Solvent wipe to remove oils and grease
 - 1). Acetone or ethanol
 - d. Cold Galvanize
 - 1). Z.R.C. Cold Galvanizing Compound
- C. Paint touch-ups over time as needed.
 1. Surface Preparation:
 - a. Hand sand to bare white metal.
 - b. Solvent wipe to remove oils and grease
 - 1). Acetone or ethanol
 2. Primer:
 - a. Consult a Conservator
 3. Topcoat:
 - a. Consult a Conservator

E. Heidi Hardin – Stream of Consciousness



Definitions

Maintenance Provider

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- A. Monitor preferably monthly and at least yearly for bird droppings, surface debris, sap or other foreign materials on the surface.
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- C. Contact a conservator familiar with outdoor sculpture for advice on any unusual conditions, graffiti removal or any other type of cleaning desired other than the washing and waxing specifications below.

Section 3. Cleaning

- A. Wash surface of artwork at least once a year.

- B. Use clean, potable water and a hose with a garden sprayer to rinse the surface overall.
 - 1. Do not use a pressure washer.
 - 2. Do not use recycled water.
- C. Wash with a pH neutral, non-ionic soap
 - 1. Orvus WA Paste manufactured by Proctor & Gamble (P&G), supplied by Amazon.com and others.
 - a. Put no more than 1% Orvus WA paste in a bucket of potable water (about a ½ teaspoon for 5 gallons of water.)
 - b. Use a clean soft natural bristle brush dipped into the soapy water bucket and hand wash the surface of the sculpture starting at the top and working down.
- D. Rinse the artwork before the soapy water dries on the surface.
 - 1. If the weather is hot, it may be necessary to wash the sculpture in sections.
- E. Allow the surface to dry completely.
 - 1. Clean cotton non-lint rags can be used to speed drying.

Section 4. Waxing (Not necessary for this Artwork)

Section 5. Graffiti Removal

- A. Anti-graffiti coatings are not recommended for the artworks unless otherwise specified. An annual wax application on most surfaces will help in removing graffiti. Most proprietary products for graffiti protection contain oils, resins and other chemicals that may interact with the artwork surfaces. If anti-graffiti coatings are to be used, a conservator should be consulted first.
- B. Graffiti removal can range from easy to complex depending on the substrate material and the medium used to tag. Knowing the difference ahead of time requires knowledge and experience. All too often graffiti removal attempts end up worse than when they started as the tag medium can get smeared or penetrate into the substrate; sometimes making it more difficult or impossible to remove. For this reason, a conservator should be consulted prior to attempting to remove any graffiti from artworks.
- C. There are many products on the market for graffiti removal, but they are not necessarily designed for long-term preservation of the artwork substrate. Many leave chemical residues that can accelerate corrosion or contribute to other types of deterioration.
- D. Testing in a small (cotton swab size) inconspicuous area should always precede any graffiti removal campaign.
 - 1. Solvents and graffiti removal products may also remove original painted surfaces or patinas.

2. Testing can be done with solvents, starting with water, acetone and ethanol using a dab of each solvent on a cotton swab. All proposed solvents or cleaners should be tested.
- E. Sometimes the graffiti can be removed easily using simple solvents without undermining, dulling or removing all or part of the original surface. Other times, tests show that the graffiti is difficult to remove or can migrate deeper into the surface causing further staining or shadowing.
- F. Because of the variation in substrates and how they behave over time from weathering; along with the variation of media used for tagging, there is no one size fits all solution to graffiti removal, despite what most vendors will say to market their products.
- G. For this reason, it is highly recommended that a conservator be consulted prior to attempting to remove any graffiti from works of art.

Section 6: Additional Art Specific Care and Maintenance

- A. Follow general specifications Sections 1 – 3 and 5.
- B. Inspect grout joints annually.
- C. Replace grout as needed using original materials
 1. Polyblend Sanded Grout #370 Dove Gray, manufactured by Custom Building Products, supplied by Latch Tile, 1314 Donner Ave, San Francisco, CA 94124; Home Depot, Lowes, Amazon.com and others
- D. Contact artist for replacement of missing tiles.
- E. Contact artist and/or conservator for replacement or backing board, mounts or other condition issues.

F. Mildred Howard with Walter Hood – Frame Refrain



“Frame”



“Refrain”

Definitions

Maintenance Provider

A Maintenance Provider can be anyone qualified to safely use equipment as specified in the maintenance guidelines. A Maintenance Provider for artwork should also be observant to changes in condition of the artwork, able and willing to document conditions and condition changes, and be diligent in reporting those changes to the Owner(s) of the artwork. **Maintenance Providers should not deviate from any maintenance specifications without the written approval of a Conservator.**

Artist

The artist is the creator and originator of the artwork and has legal rights with regard to any changes to the design or appearance of the work. No alterations should be made to any work of art without written approval from the Artist. Artists' may provide critical background information on how their works of art were fabricated and their values for ongoing maintenance. Often it is the Conservator who makes recommendations for maintenance, taking the Artists' wishes into account, as it is the conservator who has the background in materials performance over time.

Conservator

Conservators usually have a background in chemistry and the long-term effects of materials in juxtaposition with one another. For example, the artist may recommend

using a cleaning product that contains acid while the conservator will usually have an alternative since the use of any acids can accelerate corrosion of metals, deterioration of stone, etc. For preservation purposes it is ill advised to use any chemicals on an artwork unless a conservator is consulted, regardless of the artist's recommendations. It is recommended, therefore, that simple maintenance specifications be followed as outlined in this Maintenance Manual. These maintenance specifications follow standard conservation practices and as set forth by the American Institute for Conservation and provide an approach of "do least harm" and "reversibility" of treatments in the event that improved materials and methods become available in the future.

Section 1. Qualifications

- A. General monitoring and documentation can be undertaken by a conservator or a facilities or maintenance specialist trained by a conservator experienced in outdoor sculpture conservation.
- B. Washing and waxing can be undertaken by a conservator or a facilities or maintenance specialist trained by a conservator experienced in outdoor sculpture conservation.
- C. Refer to guidelines from the American Institute for Conservation (AIC) for qualifications of a conservator. The conservator should be a Professional Associate or Fellow member of AIC. A reference list of conservators may be found on the AIC website at <http://www.conservation-us.org/membership/find-a-conservator>.
- D. Consult a conservator for any other conditions such as corrosion, drainage, breakage, graffiti or any other conditions where washing and waxing will not rectify the condition concern.
- E. Abide by all artists rights laws, namely the Visual Artists Rights Act (VARA) and California Artists Protection Act (CAPA). This usually means consulting with the artist or representative prior to making any alterations to the artwork.

Section 2. Monitoring and Documentation

- A. Monitor preferably monthly and at least yearly for bird droppings, surface debris, sap or other foreign materials on the surface.
- B. Document conditions at least annually with images and a brief written description of conditions.
 - 1. Include the date, name of the person documenting, title and work capacity, contact information.
 - 2. Document conditions whenever anomalies occur and before and after washing and/or waxing.
 - 3. Retain records in an accessible location for life of artwork

- C. Contact a conservator familiar with outdoor sculpture for advice on any unusual conditions, graffiti removal or any other type of cleaning desired other than the washing and waxing specifications below.

Section 3. Cleaning

- A. Wash surface of artwork at least once a year.
- B. Use clean, potable water and a hose with a garden sprayer to rinse the surface overall.
 - 1. Do not use a pressure washer.
 - 2. Do not use recycled water.
- C. Wash with a pH neutral, non-ionic soap
 - 1. Orvus WA Paste manufactured by Proctor & Gamble (P&G), supplied by Amazon.com and others.
 - a. Put no more than 1% Orvus WA paste in a bucket of potable water (about a ½ teaspoon for 5 gallons of water.)
 - b. Use a clean soft natural bristle brush dipped into the soapy water bucket and hand wash the surface of the sculpture starting at the top and working down.
- D. Rinse the artwork before the soapy water dries on the surface.
 - 1. If the weather is hot, it may be necessary to wash the sculpture in sections.
- E. Allow the surface to dry completely.
 - 1. Clean cotton non-lint rags can be used to speed drying.

Section 4. Waxing

- A. Applies to all unpainted metal surfaces including bronze, clear coated bronze, stainless steel, clear coated stainless steel, mild steel. Excludes painted surfaces, corten steels, unless otherwise noted in Section 6.
- B. Wax the surface at least once a year, twice a year will ensure the best results.
- C. Clean the surface as per the washing instructions in Section 3 above.
- D. Wax coatings may go over existing clear coats or other waxed surfaces.
- E. Apply a synthetic pH neutral microcrystalline wax:
 - 1. Renaissance Wax manufactured by Picreator Enterprises Ltd., supplied in 3 liter cans by Talas in New York, Amazon.com, and other suppliers.
Note: This wax comes pre-mixed in solvents and can be easily applied.
 - 2. Do not use other paste waxes such as carnauba or bowling alley wax. Do not use car waxes or other non-specified products.
 - 3. Apply on a warm day when metal surfaces are dry and warm to the touch. Heat guns may be used to drive off moisture prior to applying wax. No moisture should be trapped under the wax coating.

4. Apply wax with a soft natural bristle brush, such as a round 1 ½" diameter brush.
5. Apply wax in circles and use a dabbing motion to get wax into crevices.
6. Allow wax to dry overnight.
7. Buff wax using lint free cotton rags and soft natural bristle brushes.

Section 5. Graffiti Removal

- A. Anti-graffiti coatings are not recommended for the artworks unless otherwise specified. An annual wax application on most surfaces will help in removing graffiti. Most proprietary products for graffiti protection contain oils, resins and other chemicals that may interact with the artwork surfaces. If anti-graffiti coatings are to be used, a conservator should be consulted first.
- B. Graffiti removal can range from easy to complex depending on the substrate material and the medium used to tag. Knowing the difference ahead of time requires knowledge and experience. All too often graffiti removal attempts end up worse than when they started as the tag medium can get smeared or penetrate into the substrate; sometimes making it more difficult or impossible to remove. For this reason, a conservator should be consulted prior to attempting to remove any graffiti from artworks.
- C. There are many products on the market for graffiti removal, but they are not necessarily designed for long-term preservation of the artwork substrate. Many leave chemical residues that can accelerate corrosion or contribute to other types of deterioration.
- D. Testing in a small (cotton swab size) inconspicuous area should always precede any graffiti removal campaign.
 1. Solvents and graffiti removal products may also remove original painted surfaces or patinas.
 2. Testing can be done with solvents, starting with water, acetone and ethanol using a dab of each solvent on a cotton swab. All proposed solvents or cleaners should be tested.
- E. Sometimes the graffiti can be removed easily using simple solvents without undermining, dulling or removing all or part of the original surface. Other times, tests show that the graffiti is difficult to remove or can migrate deeper into the surface causing further staining or shadowing.
- F. Because of the variation in substrates and how they behave over time from weathering; along with the variation of media used for tagging, there is no one size fits all solution to graffiti removal, despite what most vendors will say to market their products.
- G. For this reason, it is highly recommended that a conservator be consulted prior to attempting to remove any graffiti from works of art.

Section 6: Additional Art Specific Care and Maintenance

- A. Frame: follow general specifications Sections 1 – 5.
- B. Refrain: leave Corten Steel uncoated and accept surface irregularities.
- C. Refrain: monitor base of Corten steel for water accumulation.
 - 1. Apply additional mortar if needed to form slope away from each base.
 - a. Consult a Conservator for mortar types.

G. Eric Powell – Flotilla



Definitions

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Conservators usually have a background in chemistry and the long-term effects of materials in juxtaposition with one another. For example, the artist may recommend using a cleaning product that contains acid while the conservator will usually have an alternative since the use of any acids can accelerate corrosion of metals, deterioration of stone, etc. For preservation purposes it is ill advised to use any chemicals on an artwork unless a conservator is consulted, regardless of the artist's recommendations. It is recommended, therefore, that simple maintenance specifications be followed as outlined in this Maintenance Manual. These maintenance specifications follow standard conservation practices and as set forth by the American Institute for Conservation and

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- E. Abide by all artists rights laws, namely the Visual Artists Rights Act (VARA) and California Artists Protection Act (CAPA). This usually means consulting with the artist or representative prior to making any alterations to the artwork.

Section 2. Monitoring and Documentation

- A. Monitor preferably monthly and at least yearly for bird droppings, surface debris, sap or other foreign materials on the surface.
- B. Document conditions at least annually with images and a brief written description of conditions.
 - 1. Include the date, name of the person documenting, title and work capacity, contact information.
 - 2. Document conditions whenever anomalies occur and before and after washing and/or waxing.
 - 3. Retain records in an accessible location for life of artwork
- C. Contact a conservator familiar with outdoor sculpture for advice on any unusual conditions, graffiti removal or any other type of cleaning desired other than the washing and waxing specifications below.

Section 3. Cleaning

- A. Wash surface of artwork at least once a year.

- B. Use clean, potable water and a hose with a garden sprayer to rinse the surface overall.
 - 1. Do not use a pressure washer.
 - 2. Do not use recycled water.
- C. Wash with a pH neutral, non-ionic soap
 - 1. Orvus WA Paste manufactured by Proctor & Gamble (P&G), supplied by Amazon.com and others.
 - a. Put no more than 1% Orvus WA paste in a bucket of potable water (about a ½ teaspoon for 5 gallons of water.)
 - b. Use a clean soft natural bristle brush dipped into the soapy water bucket and hand wash the surface of the sculpture starting at the top and working down.
- D. Rinse the artwork before the soapy water dries on the surface.
 - 1. If the weather is hot, it may be necessary to wash the sculpture in sections.
- E. Allow the surface to dry completely.
 - 1. Clean cotton non-lint rags can be used to speed drying.

Section 4. Waxing (Not necessary for this artwork)

Section 5. Graffiti Removal

- A. Anti-graffiti coatings are not recommended for the artworks unless otherwise specified. An annual wax application on most surfaces will help in removing graffiti. Most proprietary products for graffiti protection contain oils, resins and other chemicals that may interact with the artwork surfaces. If anti-graffiti coatings are to be used, a conservator should be consulted first.
- B. Graffiti removal can range from easy to complex depending on the substrate material and the medium used to tag. Knowing the difference ahead of time requires knowledge and experience. All too often graffiti removal attempts end up worse than when they started as the tag medium can get smeared or penetrate into the substrate; sometimes making it more difficult or impossible to remove. For this reason, a conservator should be consulted prior to attempting to remove any graffiti from artworks.
- C. There are many products on the market for graffiti removal, but they are not necessarily designed for long-term preservation of the artwork substrate. Many leave chemical residues that can accelerate corrosion or contribute to other types of deterioration.
- D. Testing in a small (cotton swab size) inconspicuous area should always precede any graffiti removal campaign.
 - 1. Solvents and graffiti removal products may also remove original painted surfaces or patinas.

2. Testing can be done with solvents, starting with water, acetone and ethanol using a dab of each solvent on a cotton swab. All proposed solvents or cleaners should be tested.
- E. Sometimes the graffiti can be removed easily using simple solvents without undermining, dulling or removing all or part of the original surface. Other times, tests show that the graffiti is difficult to remove or can migrate deeper into the surface causing further staining or shadowing.
- F. Because of the variation in substrates and how they behave over time from weathering; along with the variation of media used for tagging, there is no one size fits all solution to graffiti removal, despite what most vendors will say to market their products.
- G. For this reason, it is highly recommended that a conservator be consulted prior to attempting to remove any graffiti from works of art.

Section 6: Additional Art Specific Care and Maintenance

- A. Follow general specifications Sections 1 – 3 and 5.
- B. Some touch-up paint on small chipped areas.
 1. Surface Preparation:
 - a. Hand sand to bare white metal.
 - b. Solvent wipe to remove oils and grease
 - 1). Acetone or ethanol
 2. Primer:
 - a. Carboline Zinc-rich primer
 3. Topcoat:
 - a. Carboline 2-part Urethane Paint, by two coats brush applied

H. REBAR – Gigantry



Definitions

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- D. Consult a conservator for any other conditions such as corrosion, drainage, breakage, graffiti or any other conditions where washing and waxing will not rectify the condition concern.
- E. Abide by all artists rights laws, namely the Visual Artists Rights Act (VARA) and California Artists Protection Act (CAPA). This usually means consulting with the artist or representative prior to making any alterations to the artwork.

Section 2. Monitoring and Documentation

- A. Monitor preferably monthly and at least yearly for bird droppings, surface debris, sap or other foreign materials on the surface.
- B. Document conditions at least annually with images and a brief written description of conditions.
 - 1. Include the date, name of the person documenting, title and work capacity, contact information.
 - 2. Document conditions whenever anomalies occur and before and after washing and/or waxing.
 - 3. Retain records in an accessible location for life of artwork
- C. Contact a conservator familiar with outdoor sculpture for advice on any unusual conditions, graffiti removal or any other type of cleaning desired other than the washing and waxing specifications below.

Section 3. Cleaning

- A. Wash surface of artwork at least once a year.

- B. Use clean, potable water and a hose with a garden sprayer to rinse the surface overall.
 - 1. Do not use a pressure washer.
 - 2. Do not use recycled water.
- C. Wash with a pH neutral, non-ionic soap
 - 1. Orvus WA Paste manufactured by Proctor & Gamble (P&G), supplied by Amazon.com and others.
 - a. Put no more than 1% Orvus WA paste in a bucket of potable water (about a ½ teaspoon for 5 gallons of water.)
 - b. Use a clean soft natural bristle brush dipped into the soapy water bucket and hand wash the surface of the sculpture starting at the top and working down.
- D. Rinse the artwork before the soapy water dries on the surface.
 - 1. If the weather is hot, it may be necessary to wash the sculpture in sections.
- E. Allow the surface to dry completely.
 - 1. Clean cotton non-lint rags can be used to speed drying.

Section 4. Waxing (Not necessary for this artwork)

Section 5. Graffiti Removal

- A. Anti-graffiti coatings are not recommended for the artworks unless otherwise specified. An annual wax application on most surfaces will help in removing graffiti. Most proprietary products for graffiti protection contain oils, resins and other chemicals that may interact with the artwork surfaces. If anti-graffiti coatings are to be used, a conservator should be consulted first.
- B. Graffiti removal can range from easy to complex depending on the substrate material and the medium used to tag. Knowing the difference ahead of time requires knowledge and experience. All too often graffiti removal attempts end up worse than when they started as the tag medium can get smeared or penetrate into the substrate; sometimes making it more difficult or impossible to remove. For this reason, a conservator should be consulted prior to attempting to remove any graffiti from artworks.
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 - 1. Solvents and graffiti removal products may also remove original painted surfaces or patinas.

2. Testing can be done with solvents, starting with water, acetone and ethanol using a dab of each solvent on a cotton swab. All proposed solvents or cleaners should be tested.
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- F. Because of the variation in substrates and how they behave over time from weathering; along with the variation of media used for tagging, there is no one size fits all solution to graffiti removal, despite what most vendors will say to market their products.
- G. For this reason, it is highly recommended that a conservator be consulted prior to attempting to remove any graffiti from works of art.

Section 6: Additional Art Specific Care and Maintenance

- A. Follow general specifications Sections 1 – 3 and 5.
- B. Recommend recoating
 1. Surface Preparation:
 - a. SSPC-SP10/NACE No. 2 Commercial Blast Clean to create a dense, uniform and angular surface profile of 2.0 mils.
 2. Prime:
 - a. Hydro-Zinc Series 94-H2O; 2.5 to 3.5 mils DFT
 3. Intermediate:
 - a. Hi-Build Epoxoline II Series L69; 4.0 to 6.0 mils DFT
 4. Finish:
 - a. UVX Series 740; 3.0 to 5.0 mils DFT
 5. Total DFT: 9.5 to 14.5 mils
- C. Paint touch ups as needed thereafter
 1. Surface Preparation:
 - a. SSPC-SP11
 2. Prime:
 - a. Hydro-Zinc Series 94-H2O; 2.5 to 3.5 mils DFT
 3. Intermediate:
 - a. Hi-Build Epoxoline II Series L69; 4.0 to 6.0 mils DFT
 4. Finish:
 - a. UVX Series 740; 3.0 to 5.0 mils DFT
 5. Total DFT: 9.5 to 14.5 mils

I. Jason Webster – Butterfly Girl



Definitions

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- A. Monitor preferably monthly and at least yearly for bird droppings, surface debris, sap or other foreign materials on the surface.
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- C. Contact a conservator familiar with outdoor sculpture for advice on any unusual conditions, graffiti removal or any other type of cleaning desired other than the washing and waxing specifications below.

Section 3. Cleaning

- A. Wash surface of artwork at least once a year.
- B. Use clean, potable water and a hose with a garden sprayer to rinse the surface overall.
 - 1. Do not use a pressure washer.
 - 2. Do not use recycled water.
- C. Wash with a pH neutral, non-ionic soap
 - 1. Orvus WA Paste manufactured by Proctor & Gamble (P&G), supplied by Amazon.com and others.
 - a. Put no more than 1% Orvus WA paste in a bucket of potable water (about a ½ teaspoon for 5 gallons of water.)
 - b. Use a clean soft natural bristle brush dipped into the soapy water bucket and hand wash the surface of the sculpture starting at the top and working down.
- D. Rinse the artwork before the soapy water dries on the surface.
 - 1. If the weather is hot, it may be necessary to wash the sculpture in sections.
- E. Allow the surface to dry completely.
 - 1. Clean cotton non-lint rags can be used to speed drying.

Section 4. Waxing

- A. Applies to all unpainted metal surfaces including bronze, clear coated bronze, stainless steel, clear coated stainless steel, mild steel. Excludes painted surfaces unless otherwise noted in Section 6.
- B. Wax the surface at least once a year, twice a year will ensure the best results.
- C. Clean the surface as per the washing instructions in Section 3 above.
- D. Wax coatings may go over existing clear coats or other waxed surfaces.
- E. Apply a synthetic pH neutral microcrystalline wax:
 - 1. Renaissance Wax manufactured by Picreator Enterprises Ltd., supplied in 3 liter cans by Talas in New York, Amazon.com, and other suppliers.
Note: This wax comes pre-mixed in solvents and can be easily applied.
 - 2. Do not use other paste waxes such as carnauba or bowling alley wax. Do not use car waxes or other non-specified products.
 - 3. Apply on a warm day when metal surfaces are dry and warm to the touch. Heat guns may be used to drive off moisture prior to applying wax. No moisture should be trapped under the wax coating.

4. Apply wax with a soft natural bristle brush, such as a round 1 ½" diameter brush.
5. Apply wax in circles and use a dabbing motion to get wax into crevices.
6. Allow wax to dry overnight.
7. Buff wax using lint free cotton rags and soft natural bristle brushes.

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- G. For this reason, it is highly recommended that a conservator be consulted prior to attempting to remove any graffiti from works of art.

Section 6: Additional Art Specific Care and Maintenance

- A. Follow general specifications Sections 1 – 5.

IV. Credits and Acknowledgments

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ACKNOWLEDGEMENTS

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FOR MORE INFORMATION:

Amabel Akwa-Asare
Office of Community Investment and Infrastructure (OCII)
Former San Francisco Redevelopment Agency
Hunters Point Shipyard
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Exhibit 11: BMP Locations and Maintenance Checklist

Lennar Urban
Hunters Point Shipyard Parcel A' – Open Space
FINAL STORMWATER CONTROL PLAN APPLICATION

5638.630.005
February 6, 2014

2.4 SECTION 4 - SOURCE CONTROL

We have identified the following pollutants related to source control:

TABLE 2.4-1
Pollutants Related to Source Control

Potential Source of Polluted Runoff	Associated Pollutants of Concern	Proposed Source Control Measures and BMPs
Park Open Space	Sediment, nutrients, organics, and trash	Vegetated Buffer Strips, Vegetated Swale and Trash Receptacles

2.5 SECTION 5 - BMP MAINTENANCE SCHEDULE

We have identified the following BMP maintenance activities and their respective schedules:

TABLE 2.5-1
BMP Maintenance Activities

BMP Type	Maintenance Activities	Schedule
Vegetated Buffer Strip (VBS)	Regularly water during first three months as vegetation establishes roots.	Post-construction
	Control invasive weeds.	Monthly
	Remove litter and mow or trim vegetation.	As needed
	Regrade to eliminate standing water.	As needed
Vegetated Swale	Regularly water during the first three months as vegetation establishes roots.	Post-construction
	Mow grass to maintain a height of 3-4 inches. Remove litter prior to mowing.	As needed (frequently)
	Provide weed control, if necessary, to control invasive species	As needed (frequently)
	Remove litter, branches, rocks, blockages, and other debris	Semi-annually (beginning and end of rainy season)
	Repair erosion rills, gullies, or damaged areas within channel and replant bare areas as necessary	Semi-annually (beginning and end of rainy season)
	Remove sediment from head of swale if vegetation growth is inhibited or if the sediment is blocking the even spreading of water to the rest of the swale.	Annually
	Plant alternative vegetation if original vegetation is not successfully established. Reseed and apply mulch to damaged areas	Annually
	Rototill or cultivate the surface of the soil bed if the swale does not drain within 48 hours after the end of wet weather	As needed (infrequently)
	Remove sediment build-up from the bottom of the swale once it has accumulated to 10% of the original design volume	As needed (infrequently)

2.6 SECTION 6 - BMP INSPECTION CHECKLIST

We have identified the following BMP inspection activities and their respective schedules:

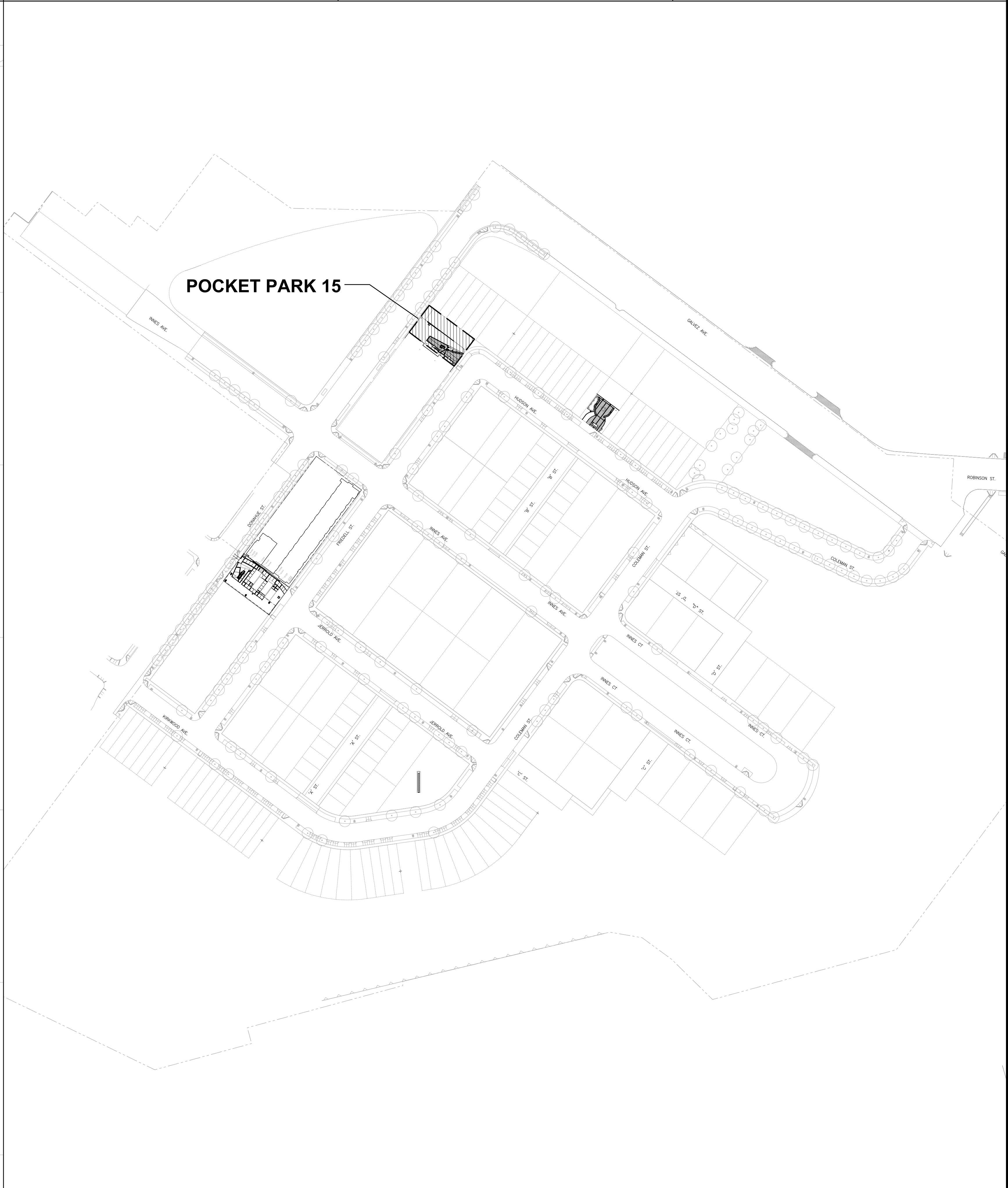
TABLE 2.6-1
BMP Inspection Activities

BMP Type	Inspection Activities	Schedule
Vegetated Buffer Strip (VBS)	After first rain event, inspect for standing water and erosion.	Post-construction
	Inspect for standing water, trash accumulation, erosion, damage to vegetation, and sediment accumulation.	Annually
Vegetated Swale	Check that the swale drains within the design drawdown time (typically 48 hours).	Post-construction and semi-annually (beginning and end of rainy season)
	Inspect for erosion, damage to vegetation, channelization of flow, debris and litter, and sediment accumulation.	Semi-annually (beginning and end of rainy season)
	Inspect level spreader for clogging and correct as necessary	Annually

MATERIALS					
PAVING	DRAINS	WALLS	LIGHTS	SITE FURNITURE	NOTES
PI DESCRIPTION: CAST-IN-PLACE CONCRETE JOINTS: SAWCUT DETAIL: 1,2/PP15-L5.00	D1 DESCRIPTION: AREA DRAIN IN PLANTING DETAIL: 4/PP15-L5.01 D2 DESCRIPTION: OVERFLOW DRAIN IN TREATMENT DETAIL: 5,6,7/PP15-L5.01 D3 DESCRIPTION: SANDTRAP GRATE - OPEN GRATE DETAIL: 1/PP15-C1.00 D4 DESCRIPTION: CHECK DAM AT CURB OPENINGS / CHECK DAM SECTION DETAIL: 8,9,13/PP15-L3.01	W1 C.I.P. CONCRETE SITEWALL WITH SKATE DETERRENT NOTCHES: IN LOCATION AS SHOWN SITEWALL DETAIL: 4/PP15-L5.00 SKATE DETERRENT NOTCHES DETAILS: 13,14/PP15-L5.00 W2 C.I.P. CONCRETE BENCH WITH DUAL BACKREST AND ARMREST: IN LOCATION AS SHOWN DETAILS: 7,8,9,12/PP15-L5.00 W3 C.I.P. CONCRETE CURB WITH SKATE DETERRENT NOTCHES & RETAINING WALL AT PLAZA: IN LOCATION AS SHOWN CURB RETAINING WALL DETAIL: 3/PP15-L5.00 CURB WITH SKATE DETERRENTS DETAIL: 12/PP15-L5.01 CURB WITH CURB CUTS AT CHECK DAM DETAIL: 13/PP15-L3.01 W4 C.I.P. CONCRETE BENCH WITH SINGLE BACKREST AND ARMREST: IN LOCATION AS SHOWN DETAILS: 5,6,10,11/PP15-L5.00 W5 C.I.P. CONCRETE RETAINING WALL ALONG DRIVEWAY: ADJACENT TO HUDSON ALLEY AS SHOWN DETAILS: 8/PP15-L5.01	L1 PEDESTRIAN LIGHT: IN LOCATION AS SHOWN ROADSTAR BY PHILLIPS DETAIL: 3/PP15-L5.01	SF1 PARK RULES SIGN: IN LOCATIONS SHOWN. DETAIL: 2/PP15-L5.01 SF2 TRASH & RECYCLE RECEPTACLE: IN LOCATION AS SHOWN FORMS + SURFACES: URBAN RENAISSANCE DETAIL: 1/PP15-L5.01 SF3 RECTANGULAR PICNIC TABLE WITH BENCHES: IN LOCATION AS SHOWN. TIMBERFORM GREENWAY TABLE, ADA ACCESSIBLE. DETAIL: 9/PP15-L5.01 SF4 NOT USED: SF5 (E) STAINLESS STEEL BOLLARDS: IN LOCATION AS SHOWN SF6 ISA PLAQUE: IN LOCATION AS SHOWN DETAIL: 11/PP15-L5.01	1. THE DOCUMENTS DESCRIBE DESIGN INTENT. CONTRACTOR IS RESPONSIBLE FOR PROVIDING COMPLETE, OPERATIONAL SYSTEMS AND INSTALLATIONS. 2. ALL DIMENSIONAL NOTES AND DETAILS SHOWING A PORTION OF A DRAWING SHALL APPLY TYPICALLY TO ALL OPPOSITE HAND AND/OR SIMILAR CONDITIONS, UNLESS OTHERWISE NOTED. 3. FIELD INVESTIGATE, VERIFY AND BE RESPONSIBLE FOR ALL CONDITIONS, ELEVATIONS AND DIMENSIONS OF THE PROJECT, AS SHOWN IN OR REFERENCED ON THE DRAWINGS, AND NOTIFY THE ARCHITECT/ENGINEER AND OWNER ABOUT ANY CONDITION REQUIRING MODIFICATION OR CHANGE PRIOR TO PROCEEDING WITH WORK. 4. ALL PAVING TO CONFORM TO CBC CODE 1133B.7.1.1 (SURFACES WITH A SLOPE OF LESS THAN 6% SLOPE SHALL BE AT LEAST AS SLIP RESISTANT AS THAT DESCRIBED AS A MEDIUM SALT FINISH) AND CBC CODE 1133B.7.1.2 (SURFACES WITH A SLOPE OF 6% SLOPE SHALL BE SLIP RESISTANT). 5. INDICATES ADA ACCESSIBLE PATH. SEE GRADING PLAN. 6. (●) PROPOSED TREES. SEE PLANTING PLAN.

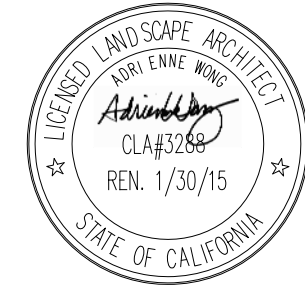


2 MATERIALS PLAN



1 KEYPLAN

Stamp:

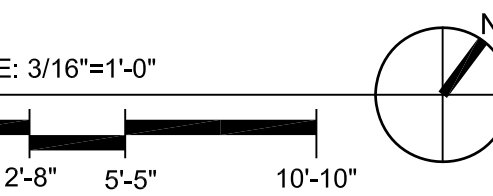


HUNTERS POINT POCKET PARKS 15 & 16

No:	Issue	Date:
01	100% Design Development	04.04.11
02	50% CD's	04.27.12
03	90% CD's	06.08.12
04	100% CD's	10.29.12
05	PP15 & PP16 BID SET	03.07.14
06	PP15 & PP16 PERMIT SET	03.28.14
07	PERMIT SET- 2nd Submittal	05.23.14
08	PERMIT SET- 3rd Submittal	08.15.14

No:	Revision	Date:
△		
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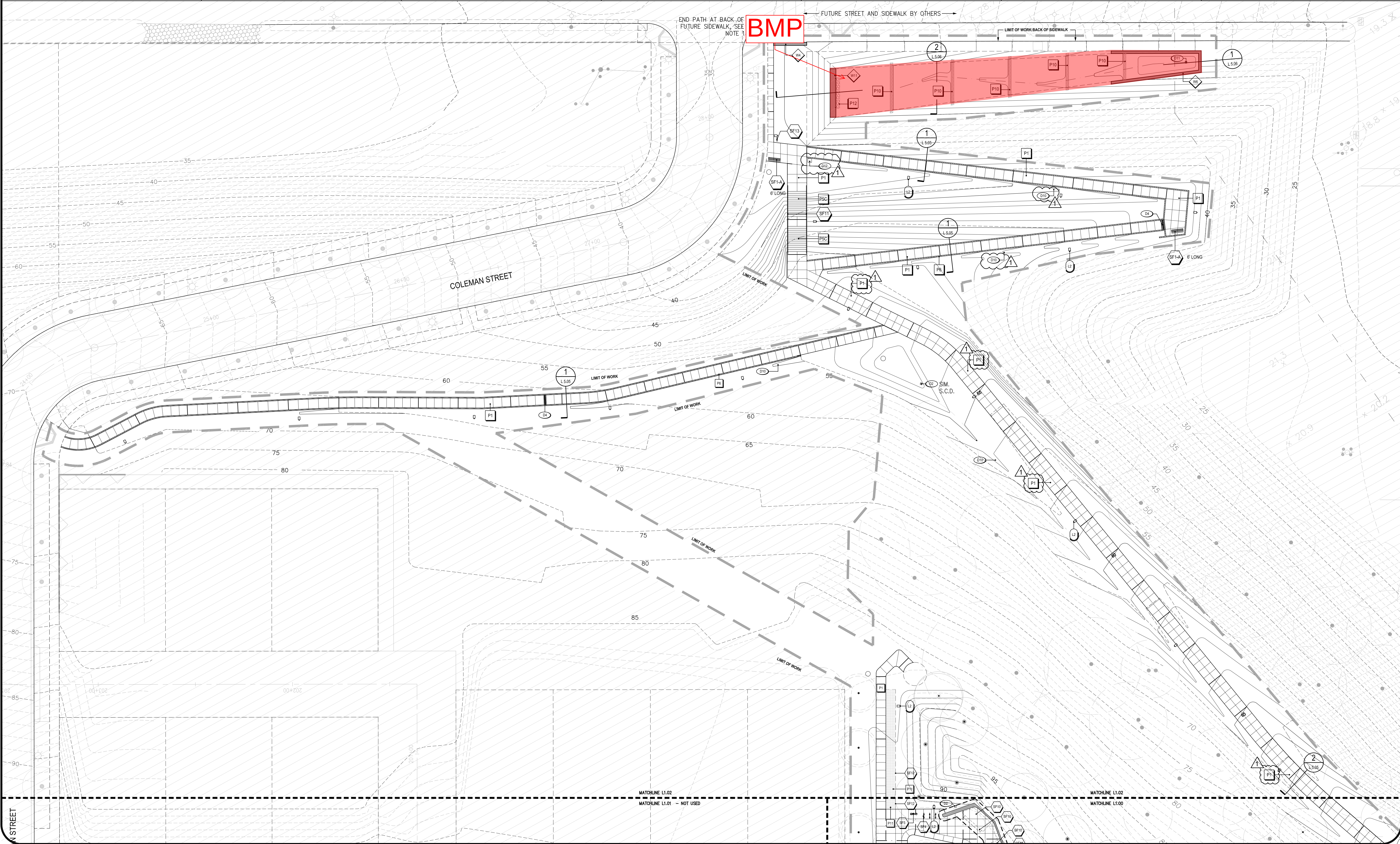
Description:
PERMIT SET
Job No: LEN0601.8
Date: 15 AUGUST 2014



Sheet Title:
**Key Plan &
Materials Plan
Pocket Park 15**

Sheet No:
PP15-L1.00

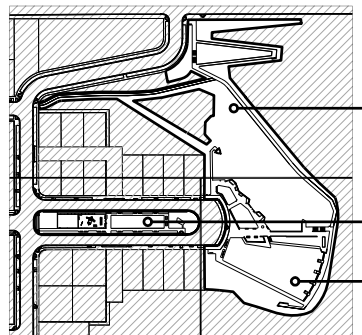
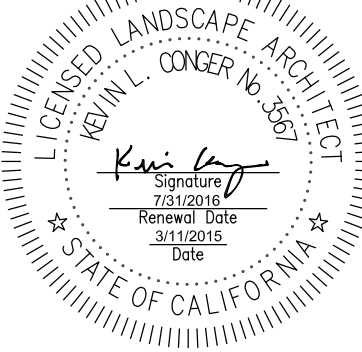
PAVING P1 DESCRIPTION: CAST-IN-PLACE CONCRETE FINISH: MEDIUM BROOM COLOR: NATURAL JOINTS: TOoled DETAIL: 1/L6.00 P2 NOT USED P3 DESCRIPTION: COBBLE STONE PAVING SIZE: 3.5" X 3.5" X 3.5" COLOR: ACADEMY BLACK FINISH: FLAMED TOP, SPLIT FACE SIDES DETAIL: 3/L6.00 P4 NOT USED P5A DESCRIPTION: C.I.P. CONCRETE STAIR FINISH & COLOR: MATCH ADJACENT PAVING, P1 OR P2. DETAIL: 5/L6.00 P5A: LOCATED AT HILLPOINT LAWN P5B: LOCATED AT OVERLOOK P5C: LOCATED AT COLEMAN BLUFF P6 DESCRIPTION: C.I.P. CONCRETE CURB AT PAVING FINISH & COLOR: MATCH ADJACENT PAVING, P1 OR P2. DETAIL: 3/L6.00 P7 NOT USED	PAVING, CONT. P8 NOT USED P9 DESCRIPTION: STRUCTURAL PLANTING SOIL AT TREE GRATE DETAIL: 3/L6.08 P10 DESCRIPTION: CHECK DAM AT VEGETATED SWALE DETAIL: 12/L6.01 P11 DESCRIPTION: VEHICULAR PLANT CELLS. SEE SPECIFICATIONS. P12 DESCRIPTION: RIP RAP SPLASH BLOCK DETAIL: 13/L6.01 P13 NOT USED P14 NOT USED DRAINS D1 DESCRIPTION: AREA DRAIN IN PAVING DETAIL: 1/L6.01 D2 DESCRIPTION: AREA DRAIN IN PLANTING DETAIL: 2/L6.01 D3 DESCRIPTION: AREA DRAIN AT OVERLOOK DETAIL: 3/L6.01	DRAINS, CONT. D4 DESCRIPTION: TRENCH DRAIN DETAIL: 4/L6.01 D5 DESCRIPTION: COBBLE BAND & LAWN SUBDRAIN DETAIL: 3/L6.00 D6 DESCRIPTION: AREA DRAIN AT COBBLE BAND DETAIL: 5/L6.01 D7 DESCRIPTION: WEEP THROUGH C.I.P. CONCRETE WALL DETAIL: 6/L6.01 D8 DESCRIPTION: WEEP THROUGH C.I.P. CONCRETE CURB DETAIL: 7/L6.01 D9 NOT USED D10 DESCRIPTION: VEGETATED DITCH DETAIL: 5/C5.00 D11 DESCRIPTION: OVERFLOW DRAIN AT VEGETATED SWALE DETAIL: 2/C5.01 D12 DESCRIPTION: TYPICAL DROP INLET WITH SAND TRAP DETAIL: 4/C5.00 CONC. WALLS AND BENCHES W1A DESCRIPTION: PRECAST CONCRETE BENCH - "PINTO A" FINISH: LIGHT SANDBLAST SMOOTH COLOR: NATURAL DETAILS: 1 & 2/L6.03A W1B DESCRIPTION: PRECAST CONCRETE BENCH - "PINTO B" FINISH: LIGHT SANDBLAST SMOOTH COLOR: NATURAL DETAILS: 3 & 4/L6.03A	WALLS AND BENCHES, CONT. W2A DESCRIPTION: C.I.P. CONCRETE WALL - "PICNIC BOOTH WALL A" WITH TILE PUBLIC ART PIECE FINISH: LIGHT SANDBLAST SMOOTH COLOR: NATURAL DETAILS: 1/L6.04 W2B DESCRIPTION: C.I.P. CONCRETE WALL - "PICNIC WALL B" WITH TILE PUBLIC ART PIECE FINISH: LIGHT SANDBLAST SMOOTH COLOR: NATURAL DETAILS: 2/L6.04 W3 DESCRIPTION: PRECAST CONCRETE BENCH - "SOFA" INCLUDES SF15 - SKATE DETERRENT FINISH: LIGHT SANDBLAST SMOOTH COLOR: NATURAL DETAIL: 1,2 & 3/L6.05 W4 DESCRIPTION: C.I.P. CONCRETE SEATWALL - TYPICAL INCLUDES SF15 - SKATE DETERRENT FINISH: LIGHT SANDBLAST SMOOTH COLOR: NATURAL DETAIL: 4/L6.05 W5 DESCRIPTION: C.I.P. CONCRETE SEATWALL - TOP OF SLOPE INCLUDES SF15 - SKATE DETERRENT FINISH: LIGHT SANDBLAST SMOOTH COLOR: NATURAL DETAIL: 5/L6.05 W6 DESCRIPTION: C.I.P. CONCRETE SEATWALL - RETAINING INCLUDES SF15 - SKATE DETERRENT FINISH: LIGHT SANDBLAST SMOOTH COLOR: NATURAL DETAIL: 6/L6.05 W7 NOT USED W8A DESCRIPTION: C.I.P. CONCRETE WALL - OVERLOOK PARAPET WALL FOR REFERENCE, NOT IN CONTRACT FINISH: FORMBOARD COLOR: NATURAL DETAIL: 10 & 11/L6.05 REFERENCE ONLY	WALLS AND BENCHES, CONT. W8B DESCRIPTION: OVERLOOK PARAPET WALL AT STRUCTURE - NIC FINISH: FORMBOARD DETAIL: 3/S1.0 W8C DESCRIPTION: OVERLOOK PARAPET WALL AT OVERHANG - NIC FINISH: FORMBOARD DETAIL: 3/S1.0 W9 DESCRIPTION: C.I.P. CONCRETE WALL - OVERLOOK SEATWALL INCLUDES SF15 - SKATE DETERRENT FINISH: LIGHT SANDBLAST SMOOTH COLOR: NATURAL DETAIL: 12/L6.05 W10 DESCRIPTION: HEADWALL FINISH: FORMBOARD DETAIL: 5, 6, 7, 8/C5.00 W11 DESCRIPTION: C.I.P. CONCRETE FLOW SPREADER FINISH: LIGHT SANDBLAST SMOOTH COLOR: NATURAL DETAIL: 13 & 14/L6.01 SITE FURNITURE SF1A DESCRIPTION: BENCH WITH BACK AND ARMRESTS (6' OR 8' LONG AS NOTED) DETAIL: 1/L6.07 SF1B DESCRIPTION: BACKLESS BENCH WITH ARMRESTS DETAIL: 2/L6.07 SF2 NOT USED SF3A DESCRIPTION: BBQ DETAIL: 7/L6.07 SF3B DESCRIPTION: BBQ HOT COAL BIN DETAIL: 7/L6.07	SITE FURNITURE, CONT. SF4 DESCRIPTION: BIKE RACK DETAIL: 8/L6.07 SF5 DESCRIPTION: DRINKING FOUNTAIN DETAIL: 9 & 10/L6.07 SF6 DESCRIPTION: TRASH & RECYCLING DETAIL: 11/L6.07 SF7 DESCRIPTION: TREE GRATE DETAIL: 1/L6.08 SF8A NOT USED SF8B NOT USED SF9A NOT USED SF9B NOT USED SF10 NIC: TABLE AND BENCH AND BOOTH PROVIDED BY LENNAR SF11 DESCRIPTION: METAL HANDRAIL AT STAIRS DETAIL: 6/L6.00 SF12 DESCRIPTION: METAL HEADER DETAIL: 10/L4.05 SF13 DESCRIPTION: PARK SIGNS: IDENTITY RULES & RESTRICTIONS. SEE SPECIFICATIONS SF14 DESCRIPTION: "RAFT BENCH" DETAIL: 6/L6.06 SF15 DESCRIPTION: SKATE DETERRENT. SEE WALL SCHEDULE. DETAIL: 13,14/L6.05	LIGHTS L1 DESCRIPTION: BOLLARD DETAIL: 1/L6.11 L2 DESCRIPTION: POLE LIGHT DETAIL: 3/L6.11 L3 DESCRIPTION: SPOT LIGHT ON 25'H OR 50'H POLE (SHARED W/ L4: FLOOD LIGHT). SEE PLAN FOR LOCATIONS. DETAIL: 7/L6.11 L4 DESCRIPTION: FLOOD LIGHT ON 50'H POLE. DETAIL: 8/L6.11 L5 DESCRIPTION: RECESSED CEILING LIGHT DETAIL: 9/L6.11 L6 DESCRIPTION: RECESSED WALL LIGHT DETAIL: 10/L6.11 L7 DESCRIPTION: POWER PEDESTAL WITH GFCI PEDESTAL SEE ELECTRICAL PLANS NOTES 1. FOR INFORMATION ON MASS GRADING, UTILITY CONNECTIONS, STREET INFRASTRUCTURE AND ELECTRICAL SERVICE, SEE REFERENCED DRAWINGS: A. HUNTER'S POINT SHIPYARD DEVELOPMENT PROJECT - PARCEL A GRADING AND RETAINING WALLS. B. HUNTER'S POINT SHIPYARD DEVELOPMENT PROJECT - PARCEL A INFRASTRUCTURE. 2. FOR DRAINAGE, SEE CIVIL SHEETS C1.00-C5.00. 3. FOR FULL LIGHTING SCHEDULE, SEE ELECTRICAL SHEETS E1.00-E5.00. 4. (•) PROPOSED TREES, SEE PLANTING PLAN.
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CMG

CONGER MOSS GUILLARD
500 THIRD STREET SUITE 215
SAN FRANCISCO, CA 94107
TELEPHONE: 415/485-3070
FACSIMILE: 415/485-3080

Stamp:



HPS Development Co.
One Sansome Street, Suite 3200
San Francisco, CA 94104

**HUNTERS POINT
OPEN SPACE**

**HILLPOINT PARK
COLEMAN BLUFF**

No:	Issue	Date:
1	50% DESIGN DEVELOPMENT	3.21.08
2	100% DESIGN DEVELOPMENT	1.16.09
3	35% CDS	7.29.09
4	65% CDS	5.07.10
5	100% CDS	3.25.11
6	100% CDS - 2nd Submittal	3.07.12
7	100% CDS - 3rd Submittal	1.17.14
8	BID SET	3.07.14
9	PERMIT SET	3.28.14
10	PERMIT SET - 2nd Submittal	5.23.14
11	PERMIT SET - 3rd Submittal	7.31.14
12	IB 01	11.10.14
13	HILLPOINT RE-BID SET	11.10.14
14	PERMIT SET - For Construction	3.11.15

No:	Revision	Date:
△	IB01 VE UPDATE	1.28.15
△		
△		
△		
△		
△		

Description:
**PERMIT SET
FOR CONSTRUCTION**

Job No: LEN 0601
Date: 11 MAR 2015

SCALE: 1"=20'-0"
0' 10' 20' 40'

Sheet Title:
**Materials Site Plan
Coleman Bluff**

Sheet No:
L1.02