COMMISSION ON COMMUNITY INVESTMENT AND INFRASTRUCTURE

RESOLUTION NO. 2-2025

AUTHORIZING A PERSONAL SERVICES CONTRACT BETWEEN THE SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY AND COUNTY OF SAN FRANCISCO, ACTING IN ITS CAPACITY AS ADMINISTRATOR OF COMMUNITY FACILITIES DISTRICT NO. 1 (SOUTH BEACH), AND KOROTKIN ASSOCIATES, A CALIFORNIA CORPORATION, TO PROVIDE LANDSCAPE MAINTENANCE AND RELATED SERVICES IN COMMUNITY FACILITIES DISTRICT NO. 1 (SOUTH BEACH) FOR AN INITIAL TERM OF THREE YEARS WITH ONE OPTION TO EXTEND FOR UP TO AN ADDITIONAL THREE YEARS, IN AN AMOUNT NOT TO EXCEED $1,823,152; FORMER RINCON POINT-SOUTH BEACH PROJECT AREA

WHEREAS, The Redevelopment Agency of the City and County of San Francisco ("Former Agency") established Community Facilities District No.1 (South Beach) ("CFD No. 1") in 1988 by Agency Resolution Nos. 186-88 through 191-88 pursuant to the Mello-Roos Community Facilities Act of 1982. CFD No. 1 authorized special taxes on real property in the CFD No. 1 area, which is bounded by Embarcadero, Beale, Bryant, Federal, Brannan, CP Kelly and Townsend Streets. This area is the South Beach portion of the former Rincon Point-South Beach Redevelopment Project Area ("Project Area"), which expired in January 2021. CFD No. 1, however, extends beyond the expiration of the Project Area; and,

WHEREAS, The special taxes are required to be used for the purposes of funding construction and maintenance of certain improvements including four plazas, streetscape improvements, and irrigation and lighting systems as authorized under Section 53313 *et seq*. of the California Government Code and the Local Goals and Policies for Community Facilities District (Former Agency Resolution No. 79-2008 (July 15, 2008)); and,

WHEREAS, In Forming CFD No. 1 and funding its facilities and services, the Former Agency exercised state authority under the Mello-Roos Act and not under the Community Redevelopment Law; and,

WHEREAS, The Successor Agency to the Redevelopment Agency of the City and County of San Francisco ("Successor Agency") is administering the Former Agency's obligations concerning community facilities districts, including CFD No. 1; and,

WHEREAS, On March 7, 2024, OCII staff issued a Request for Proposals for plaza and streetscape maintenance and related services for the CFD No.1 ("RFP") in accordance with OCII's Purchasing Policy and Procedures, inviting proposals to provide landscape maintenance and related services; and, WHEREAS, On March 20, 2024 staff held a pre-submittal meeting and on March 27, 2024, staff held a site tour to answer questions and to review the provisions of the RFP. In addition, staff received questions and posted written responses to questions from potential RFP respondents; and,

WHEREAS, OCII received five complete proposals by the RFP deadline. An OCII evaluation panel evaluated each proposal in accordance with the RFP selection criteria covering budget, experience, Project Area SBE participation and similar characteristics. Based on the selection criteria, the OCII staff evaluation panel scored Korotkin Associates highest among the five responding firms. OCII staff recommend selecting Korotkin Associates, based on its qualifications, SBE participation, experience and complete proposed budget; and,

WHEREAS, OCII seeks to enter into new a Personal Services Contract ("Contract") with Korotkin Associates for landscape maintenance and related services for an initial term of three years with one option to extend for up to three additional years, at the discretion of the Executive Director; and,

WHEREAS, The maximum amount of the Contract shall be $1,823,152 (which includes $1,000,000 for the initial three-year term and $823,152 for the optional up-to three year extension). Over the full six-year duration of the Contract, this includes approximately $646,842 for routine on-going maintenance; an approximately $365,400 Contingency amount to fund unanticipated As-Needed Services; $10,000 for a facilities reserve estimate; and $500,000 in the initial term of the Contract and $300,000 in the optional term of the Contract to fund deferred Capital Repairs. Pursuant to the terms of the Contract, the actual cost of deferred Capital Repairs exceeding $5,000 will be established through a public bidding process. The Executive Director will review and approve the final estimated Capital Repairs costs prior to commencement of work; and,

WHEREAS, On April 16, 2024, the Commission, acting in its capacity as the legislative body for CFD No. 1, approved, by Resolution No. 10-2024, an annual budget for CFD No. 1 in Fiscal Year 2024-25.; and,

WHEREAS, The Contract will be funded by the Community Facilities District No. 1 budget and fund balance; and,

WHEREAS, Approval of the Contract with Korotkin Associates is categorically exempt from the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines Section 15301 because it authorizes the operation, repair, maintenance or minor alteration of existing community facilities or topographical features with negligible or no expansion of existing uses; now therefore, be it,

RESOLVED, The Successor Agency Commission authorizes the Executive Director of the Office of Community Investment and Infrastructure to execute a Personal Services Contract with Korotkin Associates, a California Corporation, for landscape maintenance and related services in Community Facilities District No. 1 for an initial term of three years with one up-to three-year option to extend, in a total aggregate contract amount not to exceed $1,823,152, substantially in the form approved by the Successor Agency's General Counsel, attached to this Resolution as Exhibit 1.

I hereby certify that the foregoing resolution was adopted by the Commission at its meeting of February 4, 2025.

____

Commission Secretary

Exhibit 1: Korotkin Associates Personal Services Contract

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 _______________, 2025 ("Effective Date") by and between the SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY AND COUNTY OF SAN FRANCISCO, a public body established and existing under state law (commonly known as the Office of Community Investment and Infrastructure, or "OCII"), and Korotkin Associates, a California corporation ("Contractor").

RECITALS

A. In 1988, the San Francisco Redevelopment Agency Commission established, by Resolution No. 186-88, Community Facilities District No. 1 (South Beach) ("CFD 1") to fund the cost of installation and maintenance of streetscape and plaza improvements constructed in the former Rincon Point-South Beach Redevelopment Project Area. Exhibit A to Resolution No. 186-88 describes, among other things, the maintenance services to be financed with CFD 1 special taxes.

B. From their installation, the CFD 1 improvements, consisting of four plazas and special streetscape improvements at locations depicted on Attachment A, Facilities, have been maintained through contracts approved by the Commissions of the former San Francisco Redevelopment Agency and the Successor Agency to the San Francisco Redevelopment Agency acting as the legislative body for CFD 1.

C. The OCII evaluation panel evaluated five complete proposals submitted by the April 22, 2024 submission deadline, in accordance with the criteria set forth in the RFP.

D. The OCII evaluation panel recommended the selection of Contractor based on its strong qualifications, proven experience and complete proposed budget.

E. OCII and Contractor now seek to enter into a personal services contract to perform the landscape maintenance and related services described in this Contract and in accordance with and subject to the provisions of this Contract.

NOW, THEREFORE, for good and valuable consideration, the amount and sufficiency of which if hereby acknowledged, OCII and Contractor agree as follows:

1. SCOPE OF SERVICES

A. General Requirement. Contractor shall perform all services required under this Contract and the Resolution No. 186-88 consistent with applicable law, including without limitation in the scope of services included as Attachment B, Scope of Services, all in accordance with the Contract Budget included in Section 3 hereto. Since the formation of CFD 1, the City and County of San Francisco has assumed authority over certain services, such as the maintenance and planting of street trees, which is described generally in Section 3 of the Scope of Services.

B. Quality of the Services. Contractor must maintain the availability of qualified and trained landscape maintenance workers, supervisory staff and any subcontractors of Contractor, all of whom shall have appropriate licenses for the work they undertake pursuant to this Contract, to perform the Scope of Services.

C. Changes to the Services. OCII reserves the right to order changes in the Scope of Services provided hereunder by altering, adding to or deducting from the Scope of Services. All such changes shall be incorporated in written change orders executed by the Contractor and OCII's Executive Director, which shall specify the changes ordered and any adjustment of compensation and/or completion time required by such change; provided, however, that any adjustment of compensation shall not exceed the overall Budget authorized under this Contract. Any services added to the Scope of Services of this Contract by a change order shall be deemed incorporated into Attachment B, Scope of Services, and executed under all the applicable conditions of this Contract. No claim for additional compensation or extension of time shall be recognized unless contained in a change order duly executed by OCII and the Contractor.

2. TIME OF COMPLETION

A. Initial Term. The term of this Contract shall begin on February 5, 2025 and end on February 4, 2028 at midnight (the "Initial Term"), unless extended or earlier terminated pursuant to the provisions of this Contract.

B. Option to Extend Contract Term. At the request of Contractor, submitted no later than 90 days prior to the expiration of the Initial Term, the OCII Executive Director ("Executive Director") may, in his sole discretion, extend the term of this Contract for a period of up to an additional three (3) years or of a shorter duration ("Optional Extension Term") consistent with the authorization under this Contract and the Commission Resolution approving this Contract. The Initial Term and any Optional Extension Term are referred to herein as the "Contract Term." Contractor's request for extension shall include all budgetary and other management-related information necessary, at OCII's discretion, for reviewing and approving the request for extended term.

3. CONTRACT AMOUNT AND COMPENSATION

A. Maximum Contract Amount; Budget. As specified in Attachment C, the maximum amount payable under this Contract is $1,823,152, which includes $1,000,000 for the Initial Term and $823,152 for the Optional Extension Term. Except for As-Needed Repair/Replacement Services, Preparation of Budget Reserve Estimate, and Capital Repairs all expenses of Contractor are included in the amounts payable pursuant to Attachment C, Contract Budget below, and no expenses shall be reimbursed separately. Annual maximum contract amounts payable under this Contract for Contract Years 1 through 6 are set forth in Attachment C, Contract Budget, each subject to availability and appropriation of funds by the Commission.

B. OCII Reimbursement of Contractor's Costs. Contractor shall prepare a monthly invoice of costs incurred under this Contract and submit to OCII, including the billing amount, description of services rendered, and all required supporting materials under Section 11(A) below. Upon receipt of satisfactory invoices and supporting materials, OCII shall reimburse Contractor for actual costs of performing its obligations hereunder within 45 days of receipt of such invoices and supporting materials, subject to the limit of funds available under CFD No. 1.

C. Compensation Adjustments. The Monthly Compensation amounts paid to Contractor will be adjusted by 3 percent at the beginning of Years 2 through 6.

D. 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.

E. 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.

F. Payment of Subcontractors. The Contractor will be solely responsible for the timely and prompt payment of its subcontractors.

G. Supplies. The Contractor, and/or its subcontractors, will be responsible for purchasing all supplies for the operation of the Facilities from funds provided in accordance with Attachment C, Attachment B, and OCII's SBE Policy. The Contractor, and/or its subcontractors, will exercise prudent judgment in the purchase of expendable supplies, making volume purchases when appropriate and obtaining goods and services at competitive prices consistent with the SBE Policy.

1) The Contractor may purchase supplies from its subsidiaries and affiliates, but in no event shall the purchase price exceed prevailing competitive prices.

2) OCII will be credited with the full amount of any discounts or commissions obtained by the Contractor on any and all purchases.

H. Capital Purchases. All personal property, including any systems, fixtures, furniture, and equipment, purchased by the Contractor on behalf of OCII pursuant to OCII prior written approval, and all personal property relating to or used in the operation and maintenance of the Facilities, except any personal property which was paid for and is owned by the Contractor, shall, in the OCII Executive Director's discretion, be assigned, transferred, and conveyed to OCII upon expiration or termination of this Contract.

I. Payment Does Not Imply Acceptance of Work. The granting of any payment by OCII, or the receipt thereof by Contractor, shall in no way lessen the liability of Contractor to replace unsatisfactory work, equipment or materials provided by Contractor that may not have been apparent or detected at the time such payment was made. Materials, equipment, components, or workmanship that do not conform to the requirements of this Contract may be rejected by OCII and in such case must be replaced by Contractor without delay.

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. [Intentionally omitted]

7. NON-FEDERAL LABOR STANDARDS

Contractor agrees that any employees performing work or services for Contractor, and employees of Contractor's subcontractors performing work or services for Contractor, shall be subject to the State and local laws, and OCII policy, including OCII's Prevailing Wage Provisions (Labor Standards),included as Attachment D, Prevailing Wage Provisions/Labor Standards, governing prevailing wage rates, hours and working conditions, and benefits to all persons providing construction-related labor in furtherance of the Contract including working foremen and security guards. 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.

8. INDEMNIFICATION

A. General 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 Agency'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 Agency, Contractor specifically acknowledges and agrees that it has an immediate and independent obligation to defend Agency 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 Agency 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.

B. 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 ("Indemnitees") 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, but this indemnity does not apply to liability for damages arising from the sole negligence, active negligence, or willful acts of the Indemnitees and does not apply to any passive negligence of the Indemnitees unless caused at least in part by the Design Professional. OCII agrees that that in no event shall the cost to defend charged to the Design Professional exceed that professional's proportionate percentage of fault. 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 Section XII, 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 or other form approved by OCII, with additional insured endorsement (form CG 20 10 or equivalent)).

(2) Insurance Services Office Automobile Liability coverage, code 1 (form number CA 00 01- any auto, or other form approved by OCII, with additional insured endorsement).

(3) Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

(4) Fidelity Bond or other form of Commercial Crime insurance acceptable to OCII covering all officers and employees of Contractor for loss of OCII- or City-owned property caused by dishonesty. The OCII and City shall be named as obligee and should such a loss of property occur, Contractor agrees to diligently pursue recovery under the bond and to assign or remit to the OCII all funds recovered.

(5) Professional Liability Insurance: Provided on an as needed basis as required by OCII for applicable work.

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

(1) General Liability:

a. For contracts not involving demolition or construction, or during phases of contracts prior to demolition or construction: $2,000,000 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 ($4,000,000). Applicable Umbrella or Excess Liability limits may be used to meet the terms of this paragraph.

b. INTENTIONALLY OMITTED

(2) Automobile Liability: $2,000,000 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.

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

(5) Professional Liability Insurance: Provided on an as needed basis as required by OCII for applicable work.

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 to 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. Evidence that the firm continues to carry liability 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 Agency requirements with respect to all matters covered by this Contract. Except as otherwise authorized by OCII, such records shall be maintained for a period of five 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 or the City and County of San Francisco, , may require, there shall be furnished to OCII or its designated representative such statements, records, reports, data and information as OCII or the City and County of San Francisco 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 and/or the City and County of San Francisco 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 and/or the City and County of San Francisco 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 Agency 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. 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.

F. Contractor shall execute the Nondiscrimination in Contracts and Benefits Declaration Form included as Attachment E hereto. Additionally, in accordance with the requirements of this section, contractor shall demonstrate that they are in compliance with the Nondiscrimination in Benefits requirements by providing evidence that the Contractor has been certified by the Contract Monitoring Division Equal Benefits Unit as being in compliance with Section 12 B 1 (b) of the San Francisco Administrative Code. For assistance with 12B Certification, Contractor should contact cmd.equalbenefits@sfgov.org.

18. COMPLIANCE WITH SMALL BUSINESS ENTERPRISE PROGRAM

OCII implements a Small Business Enterprises ("**SBE**") Program that was adopted by Agency 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 Agency 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 San Francisco-based SBEs (see SBE Agreement included as Attachment F hereto).

Under the SBE Program, the Contractor, in awarding subcontracts, must make good faith efforts to achieve 50% SBE participation on professional, personal services, and construction contracts. OCII no longer certifies SBEs directly but honors small business certifications from the City and County of San Francisco Local Business Enterprise Program, the State of California's

SB/DVBE certification program, and any other jurisdiction so long as OCII size standards are met. OCII retains the discretion to determine the consistency of the certification standards and acceptance, or denial of the certifications listed above. For information on LBE certification with the City and County of San Francisco, please visit the following site: http://sfgov.org/cmd/lbe-certification.

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 Minimum Compensation Policy and Health Care Accountability Policy included as Attachment G and Attachment H hereto). 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

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:

Sharon Korotkin
Korotkin Associates
21 Patterson Street

San Francisco, CA 94124

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 Agency holiday shall be extended to the next Agency 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 Agency 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 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 Jasmine Kuo, OCII representative's phone number is (415) 749-2422. The initial Contractor-designated representative for this Contract is Sharon Korotkin, the Contractor's designated representative's phone number is 415-282-6808.

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

KOROTKIN ASSOCIATES, a California Corporation

By: ________________________________
Sharon Korotkin
President

SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY AND COUNTY OF SAN FRANCISCO, a public body established and existing under state law

By: ________________________________
Thor Kaslofsky
Executive Director

APPROVED AS TO FORM:

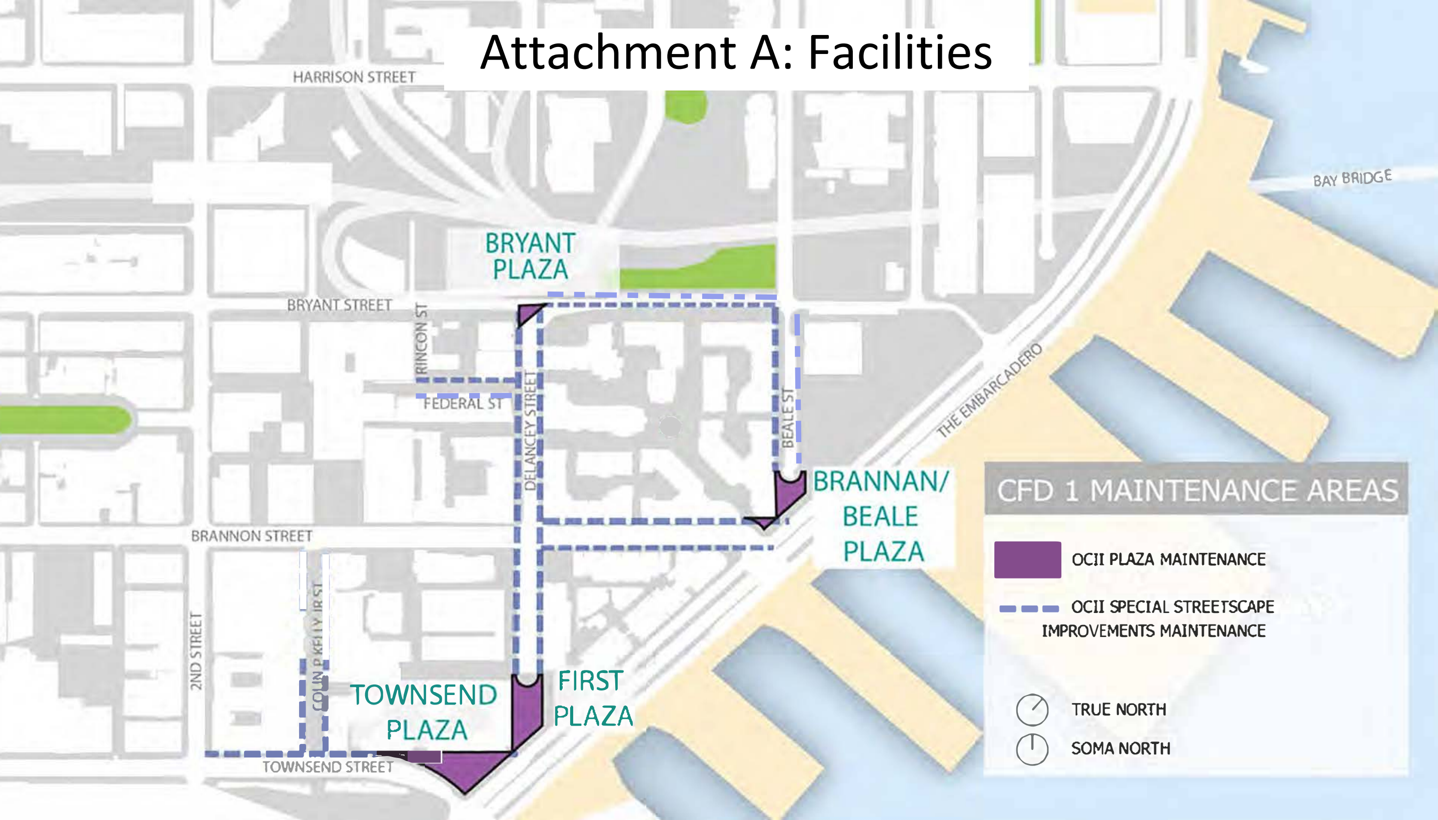
By:___________________________
James B. Morales
OCII General Counsel

Authorized by Resolution No. ______, adopted February __, 2025.

ATTACHMENTS

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

Attachment A: Facilities



Attachment B

SCOPE OF SERVICES

The Contractor will provide services for four small public plazas and streetscape improvements located on roughly two blocks of public streets located within the South Beach area of the former Rincon Point South Beach Redevelopment Project Area (as listed below and shown on Map A, CFD 1 Facilities, (the "**Facilities**")). In providing services related to Street Trees, Landscape Material, and other matters as defined in the Urban Forestry Ordinance, the Contractor must comply with the Ordinance and coordinate with the Public Works Department.

The Facilities include (a) four "**Plazas**" – small landscaped areas intended for passive uses, typically at the terminus of a street right of way, and including walkways, grassy areas, concrete seating areas and planters, irrigation, wood benches, lighting and pavers) and (b) "**Streetscapes**" – street trees, their tree wells, bollards and distinct areas of cobblestones and/or decorative paving/concrete within the sidewalk, and parking barriers with trees and/or bollards within the street right of way).

Plazas:

- Townsend Plaza (APN-3792-004, 0.41 acre or 17,996 square feet), located between Townsend Street and the Embarcadero in front of the South Beach Marina Apartments.
- First Plaza (APN-3790-002, 0.31 acre or 13,540 square feet), located between the Embarcadero and the southeast terminus of Delancey Street.
- Brannon/Beale Plaza (APN-3773-576, 0.14 acre or 6,100 square feet), located between Brannan Street, the Embarcadero, the southeast terminus of Beale Street and the back of the sidewalk along the Bayside Village Apartments.
- Bryant Plaza (no APN, estimated 0.08 acre or 3,500 square feet), located at the corner of Delancey Street and Bryant Street.

Streetscapes:

- Colin P. Kelly Jr. Street from Townsend to Brannan Streets (both sides of Colin P. Kelly Jr.)
- First (Delancey) Street from The Embarcadero to Bryant Street (both sides of First)
- Beale Street from The Embarcadero to Bryant Street (both sides of Beale)
- Townsend Street from The Embarcadero to Second Street (north side of Townsend)
- Bryant Street from First (Delancey) to Beale Streets (south side of Bryant)

- Federal Street from First to Rincon Streets (north side of Federal)
- Brannan Street from First (Delancey) Street to The Embarcadero (both sides of Brannan)

This Scope of Services is organized into four sections: Section I, Recurring Maintenance Services, Section II, As-Needed Services Administration; Section III, Reserve Budget Estimate, and Section IV, Capital Repairs Administration.

I. Recurring Maintenance Services

The Contractor will visit the Facilities twice per week to inspect the facilities and perform listed tasks in A through E below. The Contractor will also visit the Brannan/Beale Plaza one additional day per week to empty the two trash cans. Contractor will provide all maintenance supplies, tools and other equipment necessary for recurring maintenance tasks. Contractor will remove all debris generated by maintenance work at the completion of each service and remove and properly dispose of all rubbish, green waste, and recycling materials. Contractor's costs for performing Recurring Maintenance Services shall be reimbursed on a flat-fee basis. The monthly flat fee includes all expenses of Contractor (insurance, personnel and administrative services, materials and supplies, and management fee) and no expenses shall be reimbursed separately.

A. Landscape Maintenance

Maintain landscaping (all trees and vegetation within the Plazas) in an attractive, usable, and safe condition, including replacement of dead plants, removal of weeds, pest management, removal of accumulated refuse, raking of dead leaves and other detritus, litter control.

1. Plant Maintenance

All plants will exhibit a healthy, attractive condition and be weed-free. They will not extend beyond curbs onto sidewalks, pavement, buildings, or lawn areas.

a. For shrubs, provide all work as specified for trees, as applicable.
b. Apply mulching and fertilizers as appropriate for various plantings.
c. Periodically deadhead and trim plants to remove wilted blossoms and other defects.
d. Prevent and control any erosion potential.

2. Lawns and Ground Cover Maintenance

Lawns and ground cover will be healthy with an even and uniform surface, color, and soil moisture. Lawns will not exhibit dead areas or bare spots and will be pest-free and weed-free. Ground covers will be healthy with a neat appearance.

a. Provide all work necessary to maintain lawn and ground cover in vigorous, healthy condition, including but not limited to, mowing, watering, clipping removal, edging, dethatching, aerating, fertilizing, weeding, controlling disease and pests, and reseeding/replacement. (Mowing and thatching do not apply to ground covers.)
b. Maintain lawns at height of 2.5 to 3 inches and trim ground cover as necessary to re-invigorate growth and maintain neat appearance.
c. Edge trees, curbs, sidewalks, beds, sprinklers, valve boxes, meter boxes, etc. to ensure that the lawns and ground covers always look groomed and neat.
d. Prevent and control any erosion potential.

3. Tree Maintenance

Maintain the beneficial aspects of all trees within Plazas (shade, wind breaks, sound attenuation, and enhancement of the landscape setting) that are not within the jurisdiction of Public Works under the Urban Forestry Ordinance.

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. Tree management must be under the control and supervision of persons who have the necessary professional credentials and expertise to qualify as an urban forester or arborist.

City's Street Tree Responsibilities

StreetTreeSF is the citywide street tree maintenance program managed by San Francisco Public Works under the Urban Forestry Ordinance. An initiative that passed in 2016 and became effective July 1, 2017 transferred responsibility for the care and maintenance of the City's street trees from property owners to the Public Works Department. StreetTreeSF provides routine, proactive tree maintenance throughout the City on regular cycles. StreetTreesSF crews maintain street trees on a block-by-block basis, ensuring that all street trees are inspected and pruned on a regular basis. Also, the City will repair sidewalk damage (caused by tree roots and tree growth) that occurred after July 1, 2017. The City's program entails the following:

- Removing unhealthy and structurally unsound trees (per Public Works Code Section 806 requirements).
- Conducting street tree inspections.
- Street tree pruning prior to the next round of regular pruning (every 3-five years), including trimming street trees.
- Pruning street trees to gain clearances for overhead wires, traffic signs and signals, adjacent buildings, and traffic flow.
- Performing street tree care including watering and fertilizing trees.
- Installing root barriers between tree wells and pavers.
- Fixing tree-related damage.
- Assuming liability for any property damage or injury caused by the city's failure to maintain a street tree (per Public Works Code Section 805, effective after July 1, 2017).
- Repair tree-related sidewalk damage and perform needed basin expansion (repairs include replacing sidewalks or concrete slicing).

a. Contractor Street Tree Responsibilities

  - Notify the City's Department of Public Works/Bureau of Urban Forestry when trees need to be removed or pruned.
  - Track the City's work and make sure the City's tree work is completed in a timely manner to the extent possible, and report to OCII when the task is completed.
  - Plant street trees in empty tree wells where the City has removed a tree to the extent authorized under Section 806 (b) of the Public Works Code .
  - Maintain street trees that Contractor is authorized to plant under the Urban Forestry Ordinance until the tree's establishment (three years, according to Section 805 of the Public Works Code).

b. Contractor's Plaza Trees Responsibilities

- Prune Plaza trees as needed. All tree pruning shall comply with the City and County of San Francisco Pruning Standards for Trees: (http://sfpublicworks.org/services/tree-pruning).

- Trim or remove Plaza tree limbs such that they are eight feet (8') above pedestrian areas including walkways and lawns, and to fifteen feet (14') above vehicular areas and curbs.
- Stake Plaza and street trees as needed to allow young trees' roots to be firmly established. Adjust stakes and ties such that trees stand straight. Stakes and ties shall be periodically and as needed, repaired, or replaced. Once trees are firmly established, remove stakes with no protrusion above ground.
- Protect tree trunks when edging, weeding, or mowing such that trunks are not scarred in any way.
- Water Plaza trees that are covered by existing irrigation systems. Provide supplemental watering as needed and for trees not covered by irrigation system.
- Fertilize Plaza trees at a rate and frequency determined by manufacturer's specifications. Soil analysis shall be undertaken by contractor once a year.
- Install root barriers between tree wells and pavers and cobblestones as needed.
- Control litter and weeds in tree wells.
- Rake and replenish pea gravel in tree wells.
- Report damaged trees to OCII.
- At OCII's direction, remove downed or dead plaza trees (and obtain permit, if necessary, to remove any "Significant Tree". https://sfpublicworks.org/plant-street-tree; https://sfpublicworks.org/services/significant-and-landmark-trees

4. Irrigation

Contractor will:

a. On a quarterly basis or more frequently as necessary, assess the status of the two irrigation systems and report on their status to OCII.
b. Program all irrigation controllers to deliver optimum water to each plant type at the lowest cost with maximum resource conservation.
c. 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 at the following website:

(https://sfpuc.org/learning/gardens-and-landscapes/water-efficient-irrigation-ordinance)

d. Deliver irrigation primarily between 5:00 p.m. and 8:00 a.m.

e. Perform preventative maintenance inspections as weekly; check all irrigation zones for operation and leaks; and routinely inspect lawn, plant materials and trees for signs of stress or damage. Report to OCII and initiate irrigation repairs resulting in leaks within 24 hours of discovery, other repairs within governed by Section II below.

5. Integrated Pest Management

The Contractor in carrying out its operations shall assume pesticides are potentially hazardous to human and environmental health. Contractor must follow the integrated pest management ("IPM") approach in accordance with the provisions of the San Francisco Integrated Pest Management Program adopted by the BOS. https://codelibrary.amlegal.com/codes/san_francisco/latest/sf_environment/0-0-0-160.

Contractor will:

a. Identify and implement an IPM plan that minimizes the use of toxic chemicals and eliminates pests by methods that pose a lower risk to public and environmental health.

b. Inspect for diseases and pests and control any discovered diseases and pests using approved methods under the direction of a licensed Agricultural Pest Control Operator.

c. Monitor pest ecosystem to determine pest population, size, occurrence and natural predator population if present.

d. Consider a range of potential treatments for the pest problem and select control strategies that may be implemented effectively and in a manner that is long lasting and has the least disruptive effect on the environment.

e. Employ non-pesticide management tactics first. Consider the use of chemicals only as a last resort and select and use chemicals only within an IPM Program.

f. Determine the most effective treatment time, based on pest biology and other variables, such as weather, seasonal changes in wildlife use, and local conditions.

g. Monitor treatment to evaluate effectiveness and continue monitoring records for inclusion in the IPM implementation plan.

h. Implement the San Francisco IPM Compliance Checklist located as follows:
https://www.sfenvironment.org/media/11574/download?inline

Contractor will replace, at Contractor's expense, plants that are damaged or disfigured because of negligent acts or omissions in the Contractor's performance of the work. Contractor will give first consideration to drought tolerant plants requiring reduced watering, and to native plantings, that will be of similar size and style as damaged or disfigured plants.

C. Hardscape (Including Pavers/Cobblestones)

Hardscape within Plazas includes pathways and other areas of concrete, brick, pavers, cobblestones or asphalt. Hardscape within Streetscapes includes pavers, cobblestones and decorative concrete. City sidewalks are not considered hardscape. Contractor will:

1. Maintain the attractive appearance and safety of all hardscape.
2. Sweep or blow pathways and other areas topped with concrete, brick, pavers, cobblestones or asphalt to maintain paved surfaces such that they are free of sand, decomposed gravel, litter, debris, leaves, weeds, and standing water from irrigation.
3. Repair minor incidents of cracks or shifting of paved surfaces as needed to maintain appearance and safety.
4. Keep hardscape free of graffiti, spills, gum, paint, chalk, dirt and debris, including pressure washing at regular intervals).
5. Reset/replace pavers and cobblestones as needed.

D. Site Furnishings

Site furnishings include concrete planters, seating areas and walls, free-standing benches, bollards (with and without lights) and trash/recycling receptacles. The Contractor will:

1. Inspect site furnishings for condition and damage (chipping, splinters, corrosion and other adverse conditions) and take necessary preventative and curative action.
2. Keep site furnishings free of graffiti, spills, gum, paint, chalk, dirt and debris, including pressure washing at regular intervals.
3. Abate graffiti on all surfaces.

E. Lighting

Contractor will perform ordinary maintenance to keep lighting fixtures in good working order, including replacement of light bulbs and fixtures as needed and cleaning of shades/coverings periodically to maintain illumination effectiveness. Abate graffiti on all surfaces.

F. Litter Control and Graffiti Abatement

The Contractor will keep all Facilities free of litter, trash, debris and graffiti. Contractor will:

a. Abate graffiti on all surfaces.
b. Remove litter from Plazas and Streetscapes, including all tree wells.
c. Empty the two Brannan/Beale Plaza trash receptacles as needed to maintain cleanliness of Facilities, but in any event a minimum of three times per week, and properly dispose of collected refuse.
d. Remove any hazards in the Facilities immediately upon discovery, by safe and commonly approved methods complying with all applicable local, State and Federal laws and regulations.

II. As-Needed Services

On an on-going basis, Contractor shall assess the need for repair or replacement work to address non-ordinary (i.e., unanticipated), and report incidents of damaged, non-functioning or deteriorated Facilities to OCII as soon as possible, and shall prepare and submit to OCII an estimated scope of work and cost to address the incident as soon as possible, but no later than five days after reporting the incident. This may include, for example:

- Irrigation or lighting system failures;
- Removal and replacement of trees;
- Replacement of plants, lawns and ground cover
- Replacement of bollards and benches, major repair/resetting of pavers and cobblestones;
- Other repairs, alterations or replacements.

During the course of As-Needed Repairs, 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 hazards and maintain public safety. The Contractor will 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 will advise OCII immediately of all such hazards and the status of their resolution.

A. As-Needed Repair/Replacement Services ($5,000 and Under)

If the estimated cost to repair and/or replace a reported incident is $5,000 or less, Contractor shall submit proposal to perform the repair, either for itself or a subcontractor, for OCII's prior approval as follows:

1. Advise OCII immediately upon discovery of any defect, damage, failure, or other significant need for repair, replacement, alteration of or to the Facilities that cannot be resolved in the course of Recurring Maintenance Services.
2. Submit summary of work and cost estimates for OCII approval to perform the repair.
3. If approved, the Contractor will perform the work and/or 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. The Contractor will make approved repairs, replacement, and/or alterations, or cause them to be made, in a timely manner and in accordance with OCII specifications.
4. Contact the Public Works Department for any services covered under the Urban Forestry Ordinance.

B. **Administration of As-Needed Repair/Replacement Services (over $5,000)**

For repairs or replacements whose cost exceeds $5,000, and Contractor and OCII determine that the repair and/or replacement are necessary to maintain the Facilities (and subject to the availability and approval of Contingency funding by OCII), Contractor will be responsible for preparing and administering a bid for the specific work, awarding the bid and supervising the work to completion, as follows:

1. Advise OCII immediately upon discovery of any defect, damage, failure, or other significant need for repair, replacement, alteration of or to the Facilities that cannot be resolved in the course of Recurring Maintenance Services; advise OCII as to the responsibility, if any, of Public Works for the repairs or replacements.
2. If authorized by OCII, prepare a scope of work and not-to exceed estimate for the work to be reviewed and approved by OCII staff.
3. If authorized by OCII, prepare and administer a bid for the work in compliance with applicable public contracting requirements (bid security, sealed bids, and award to lowest responsive bidder with incentives for meeting or making good faith efforts to meet OCII SBE hiring goals);
4. Accept bid, execute contract, and oversee work to completion in compliance with applicable public contracting requirements, including reviewing chosen contractor’s invoices submitted for reimbursement to ensure work has been satisfactorily performed.

5. Contractor shall require monthly invoices for the work, review and certify to OCII that the invoices correspond to work performed and the invoiced work is in furtherance of the approved scope of work.

OCII shall provide funds to Contractor to reimburse the awarded bidder for invoiced costs, as well as the actual costs of Contractor work performed.

III. Prepare Budget Reserve Estimate

Contractor shall, based on its experience with similar Facilities and/or with the input of outside expertise, prepare an estimated annual reserve budget necessary to address long-term repair/replacement work for the Facilities, together with a basis for this estimate. This service is to provide an estimate for the reserve budget, not to perform any long-term repair/replacement work. This budget estimate is intended to be for OCII informational purposes in planning future budgets for the Facilities. Contractor shall be reimbursed for the work performed to prepare the Reserve Budget Estimate. Prior to starting work Contractor will provide OCII, for its approval, an estimate of the cost to prepare the Reserve Budget Estimate.

IV. Administration of Capital Repairs

Contractor shall:

1. Prepare a scope of work, schedule and not-to exceed estimate for the work listed below (the "**Capital Repairs**") and submit to OCII within three months of the Effective Date of the Contract, to be reviewed and, in its sole discretion approved or disapproved, in whole or in part, by OCII.
2. If authorized by OCII, prepare and administer one or more bids for the Capital Repairs in compliance with applicable public contracting requirements (bid security, sealed bids, and award to lowest responsive bidder with incentives for meeting or making good faith efforts to meet OCII SBE hiring goals).
3. Accept bid, negotiate a contract to perform the work, which shall be provided to OCII for OCII's review prior to execution, and thereafter execute contract;
4. Oversee Capital Repairs to completion in compliance with applicable public contracting requirements, including reviewing chosen contractor's invoices submitted for reimbursement to ensure work has been satisfactorily performed.
5. Contractor shall require monthly invoices for the work, review and certify to OCII that the invoices correspond to work performed and the invoiced work is in furtherance of the approved scope of work.

OCII shall provide funds to Contractor from CFD 1 fund balance to reimburse the awarded bidder for invoiced costs, as well as the actual costs of Contractor work performed.

Capital Repairs work:

First (Delancey) Street from The Embarcadero to Bryant Street

Trees (west side of First, Embarcadero to Bryant): Assess and report on empty tree wells (14) for tree replacement, long-term survival. Determine whether Public Works Department has responsibility to replace trees or, if not, replace trees as requested by OCII.

Cobblestones (First Street (west side) north of Embarcadero): Reset cobblestones between tree and sidewalk.

Beale Street from The Embarcadero to Bryant Street

Curb Beale Street Parking Barrier (east side): Repair broken curb.

Cobblestones (Beale Street (east side): Reset cobblestones around trees.

Trees (Beale Street (west side): Assess and report on empty tree wells (2) for tree replacement, long-term survival. Determine whether Public Works Department has responsibility to replace trees or, if not, replace trees as requested by OCII.

Bollard (Beale Street (west side at Bryant): Reset bollard

Trees (Beale Street (west side at Bryant): Assess and report on empty tree wells (2) for tree replacement, long-term survival. Determine whether Public Works Department has responsibility to replace trees or, if not, replace trees as requested by OCII.

Cobblestones (Beale Street (west side at Bryant): Replace missing cobblestones with matching cobblestones/Reset displaced cobblestones.

Townsend Street from The Embarcadero to Second Street

Trees (North side of Townsend): Remove tree stump. Assess and report on empty tree wells (7) for tree replacement, long-term survival. Determine whether Public Works Department has responsibility to replace trees or if not, replace trees as requested by OCII. Trees (Townsend Street Mid-Block): Assess and report on empty tree wells (3) for tree replacement, long-term survival. Determine whether Public Works Department has responsibility to replace trees or if not, replace trees as requested by OCII.

Cobblestones (Townsend Street Mid-Block): Replace missing cobblestones with matching cobblestones and reset displaced cobblestones.

Cobblestones (Townsend/Second Street SE corner): Replace missing cobblestones with matching cobblestones and reset displaced cobblestones (gravel patch; asphalt patch).

Bryant Street from First to Beale Streets

Trees (Bryant Street (north side at Beale): Assess and report on empty tree wells (1) for tree replacement, long-term survival. Determine whether Public Works Department has responsibility to replace trees or, if not, replace trees as requested by OCII.

Brannan Street from Delancey Street to The Embarcadero

Trees (Brannan Street (at Delancey St): Assess and report on empty tree wells (2) for tree replacement, long-term survival. Determine whether Public Works Department has responsibility to replace trees or, if not, replace trees as requested by OCII.

Trees (Brannan Street (Mid-Block, south side): Assess and report on empty tree wells (1) for tree replacement, long-term survival. Determine whether Public Works Department has responsibility to replace trees or, if not, replace trees as requested by OCII.

Trees (Brannan Street (at Embarcadero): Assess and report on empty tree wells (1) for tree replacement, long-term survival. Determine whether Public Works Department has responsibility to replace trees or, if not, replace trees as requested by OCII.

Trees (Brannan Street north side): Assess and report on empty tree wells (1) for tree replacement, long-term survival. Determine whether Public Works Department has responsibility to replace trees or, if not, replace trees as requested by OCII.

Cobblestones (Brannan Street (Mid-Block, north side): Reset cobblestones.

Bollard (Brannan Street (Mid-Block, north side): Assess and report on empty tree wells (2) for tree replacement, long-term survival. Determine whether Public Works Department has responsibility to replace trees or, if not, replace trees as requested by OCII.

Bollard (Brannan Street (Mid-Block, north side): Assess and report on leaning bollard, stability/need for repair. Replace or straighten.

Brannan/Beale Plaza

Trees: Assess and report on empty tree wells (2) for tree replacement, long-term survival. Replace trees as requested by OCII.

Grassy Areas: Assess and report on failing (shaded) grassy areas along Embarcadero for replacement with native-appropriate plantings.

Lighting: Assess and report on need for upgrading poles/electrical system. Upgrade as needed.

All Plazas

Replace benches, if necessary, as requested by OCII. Pressure wash and repaint/reseal all wooden benches.

Assess and report on the replacement of portions of or the entirety of the irrigations system(s), and replace, if necessary.

Plazas and Streetscapes

Undertake other capital repairs as needed.

Attachment C
Contract Budget

INTIAL CONTRACT TERM		
Recurring Maintenance Services	**Maximum Monthly Compensation**	**Maximum Annual Compensation***
Year 1 2/5/2025 to 2/4/2026	$ 6,983	$ 100,000
Year 2 2/5/2026 to 2/4/2027	$ 7,192	$ 103,000
Year 3 2/5/2027 to 2/4/2028	$ 7,408	$ 106,090
Sub-total Recurring Maintenance Services		**$ 309,090**
As-Needed Repair/Replacement Services***		$ 180,000
Preparation of Facilities Reserve Budget (One Time)		$ 10,000
Capital Repairs		$ 500,000
Initial Contract Term Maximum Amount**		**$ 1,000,000**
OPTIONAL CONTRACT EXTENSION TERM		
Recurring Maintenance Services	**Maximum Monthly Compensation**	**Maximum Annual Compensation**
Year 1 2/5/2028 to 2/4/2029	$ 7,631	$ 109,273
Year 2 2/5/2029 to 2/4/2030	$ 7,860	$ 112,551
Year 3 2/5/2030 to 2/4/2031	$ 8,096	$ 115,928
Sub-total Recurring Maintenance Services		**$ 337,752**
As-Needed Repair/Replacement Services***		$ 185,400
Capital Repairs		$ 300,000
Optional Extension Contract Term Maximum Amount		**$ 823,152**
MAXIMUM CONTRACT TERM AMOUNT		**$ 1,823,152**

* – Includes Annual Tree maintenance cost.
** – Rounded up from $999,090
*** – Only expended after OCII approval, to address As-Needed Repair/Replacement Services. Unused amounts carry over to next year. Amounts may be increased in the Executive Director's discretion to the extent CFD1 funds allocated to Administrative Expenses are not fully used in a given Contract Year.

Attachment D

PREVAILING WAGE PROVISIONS
LABOR STANDARDS

1. **Applicability**. These Prevailing Wage Provisions (hereinafter referred to as "Labor Standards") apply to any and all contracts for construction, alteration, demolition, installation, repair, or maintenance of public facilities or improvements.

2. **All Contracts and Subcontracts for construction and construction-related improvements shall contain the Labor Standards.**

   (a) All specifications relating to the construction of the improvements shall contain these Labor Standards and the Contractor shall have the responsibility to assure that all contracts and subcontracts, regardless of tier, incorporate by reference the specifications containing these Labor Standards. If for any reason said Labor Standards are not included, the Labor Standards shall nevertheless apply. The Contractor shall supply the Agency with true copies of each contract relating to the construction of the improvements showing the specifications that contain these Labor Standards promptly after due and complete execution thereof and before any work under such contract commences. Failure to do shall be a violation of these Labor Standards.

3. **Definitions**. The following definitions shall apply for purposes of this Attachment:

   (a) "Contractor" is the Contractor if permitted by law to act as a contractor, the general contractor, and any contractor as well as any subcontractor of any tier subcontractor having a contract or subcontract that exceeds $10,000, and who employs Laborers, Mechanics, working foremen, and security guards to perform the construction on all or any part of the improvements.

   (b) "Laborers" and "Mechanics" are all persons providing labor to perform the construction, including working foremen and security guards.

   (c) "Working foreman" is a person who, in addition to performing supervisory duties, performs the work of a Laborer or Mechanic during at least 20 percent of the work week.

4. **Prevailing Wage**.

   (a) All Laborers and Mechanics employed in the construction of the improvements will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by §5) the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at the time of payment computed at rates not less than those contained in the General Prevailing Wage Determination (hereinafter referred to as the "Wage Determination") made by the Director of Industrial Relations pursuant to California Labor Code Part 7, Chapter 1, Article 2, sections 1770, 1773 and

1773.1, regardless of any contractual relationship which may be alleged to exist between the Contractor and such Laborers and Mechanics. A copy of the applicable Wage Determination is on file in the offices of the Agency.

(b) All Laborers and Mechanics shall be paid the appropriate wage rate and fringe benefits for the classification of work actually performed, without regard to skill. Laborers or Mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein provided that the Contractor's payroll records accurately set forth the time spent in each classification in which work is performed.

(c) Whenever the wage rate prescribed in the Wage Determination for a class of Laborers or Mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit in the manner as stated therein i.e. the vacation plan, the health benefit program, the pension plan and the apprenticeship program, or shall pay an hourly cash equivalent thereof.

(d) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any Laborer or Mechanic the amount of any costs reasonably anticipated in providing benefits under a plan or program of a type expressly listed in the Wage Determination, provided that the Executive Director of the Agency has found, upon the written request of the Contractor, made through the Contractor that the intent of the Labor Standards has been met. Records of such costs shall be maintained in the manner set forth in subsection (a) of §8. The Executive Director of the Agency may require the Contractor to set aside in a separate interest bearing account with a member of the Federal Deposit Insurance Corporation, assets for the meeting of obligations under the plan or program referred to above in subsection (b) of this §4. The interest shall be accumulated and shall be paid as determined by the Agency acting at its sole discretion.

(e) Regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

5. <u>Permissible Payroll Deductions</u>. The following payroll deductions are permissible deductions. Any others require the approval of the Agency's Executive Director.

(a) Any withholding made in compliance with the requirements of Federal, State or local income tax laws, and the Federal social security tax.

(b) Any repayment of sums previously advanced to the employee as a bona fide prepayment of wages when such prepayment is made without discount or interest. A "bona fide prepayment of wages" is considered to have been made only when case or its equivalent has been advanced to the employee in such manner as to give him or her complete freedom of disposition of the advanced funds.

(c) Any garnishment, unless it is in favor of the Contractor (or any affiliated person or entity), or when collusion or collaboration exists.

(d) Any contribution on behalf of the employee, to funds established by the Contractor, representatives of employees or both, for the purpose of providing from principal, income or both, medical or hospital care, pensions or annuities on retirement, death benefits, compensation for injuries, illness, accidents, sickness or disability, or for insurance to provide any of the foregoing, or unemployment benefits, vacation pay, savings accounts or similar payments for the benefit of employees, their families and dependents provided, however, that the following standards are met:

1. The deduction is not otherwise prohibited by law; and

2. It is either:

    a. Voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for obtaining or for the continuation of employment, or

    b. Provided for in a bona fide collective bargaining agreement between the Contractor and representatives of its employees; and

3. No profit or other benefit is otherwise obtained, directly or indirectly, by the Contractor (or any affiliated person or entity) in the form of commission, dividend or otherwise; and

4. The deduction shall serve the convenience and interest of the employee.

(e) Any authorized purchase of United States Savings Bonds for the employee.

(f) Any voluntarily authorized repayment of loans from or the purchase of shares in credit unions organized and operated in accordance with Federal and State credit union statutes.

(g) Any contribution voluntarily authorized by the employee for the American Red Cross, United Way and similar charitable organizations.

(h) Any payment of regular union initiation fees and membership dues, but not including fines or special assessments provided, that a collective bargaining agreement between the Contractor and representatives of its employees provides for such payment and the deductions are not otherwise prohibited by law.

6. **Apprentices and Trainees**. Apprentices and trainees will be permitted to work at less than the Mechanic's rate for the work they perform when they are employed pursuant to and are individually registered in an apprenticeship or trainee program approved by the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training ("BAT") or with the California Department of Industrial Relations, Division of Apprenticeship Standards ("DAS") or if a person is employed in his or her first 90 days of probationary employment as an apprentice or trainee in such a program, who is not individually registered in the program, but who has been certified by BAT or DAS to be eligible for probationary employment. Any employee listed on a payroll at an apprentice or trainee wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate for a Mechanic. Every apprentice or trainee must be paid at not less than the rate specified in the registered program for the employee's level of progress, expressed as a percentage of a Mechanic's hourly rate as specified in the Wage Determination. Apprentices or trainees shall be paid fringe benefits in accordance with the provisions of the respective program. If the program does not specify fringe benefits, employees must be paid the full amount of fringe benefits listed in the Wage Determination.

7. **Overtime**. No Contractor contracting for any part of the construction of the improvements which may require or involve the employment of Laborers or Mechanics shall require or permit any such Laborer or Mechanic in any workweek in which he or she is employed on such construction to work in excess of eight hours in any calendar day or in excess of 40 hours in such workweek unless such Laborer or Mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of eight hours in any calendar day or in excess of 40 hours in such workweek, whichever is greater.

8. **Payrolls and Basic Records**.

(a) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of its construction of the improvements and preserved for a period of one year thereafter for all Laborers and Mechanics it employed in the construction of the improvements. Such records shall contain the name, address and social security number of each employee, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for fringe benefits or cash equivalents thereof), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the wages of any Laborer or Mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program, the Contractor shall maintain records which show the costs anticipated or the actual costs incurred in providing such benefits and that the plan or program has been communicated in writing to the Laborers or Mechanics affected. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage prescribed in the applicable programs or the Wage Determination.

(b) 1. The Contractor shall submit to the Agency on each Wednesday at noon a copy of the payrolls for the week preceding the previous week in which any construction of the improvements was performed. The payrolls submitted shall set out accurately and completely all of the information required by the Agency's Optional Form, an initial supply of which may be obtained from the Agency. The Contractor if a prime contractor or the Contractor acting as the Contractor is responsible for the submission of copies of certified payrolls by all subcontractors; otherwise each Contractor shall timely submit such payrolls.

2. Each weekly payroll shall be accompanied by the Statement of Compliance that accompanies the Agency's Optional Form and properly executed by the Contractor or his or her agent, who pays or supervises the payment of the employees.

(c) The Contractor shall make the records required under this §8 available for inspection or copying by authorized representatives of the Agency, and shall permit such representatives to interview employees during working hours on the job. On request the Executive Director of the Agency shall advise the Contractor of the identity of such authorized representatives.

9. **Occupational Safety and Health**. No Laborer or Mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous to his or her safety and health as determined under construction safety and health standards promulgated by Cal-OSHA or if Cal-OSHA is terminated, then by the federal OSHA.

10. **Equal Opportunity Program**. The utilization of apprentices, trainees, Laborers and Mechanics under this part shall be in conformity with the Agency's equal opportunity program.

11. **Nondiscrimination Against Employees for Complaints**. No Laborer or Mechanic to whom the wage, salary or other Labor Standards of this Agreement are applicable shall be discharged or in any other manner discriminated against by the Contractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding under or relating to these Labor Standards.

12. **Posting of Notice to Employees**. A copy of the Wage Determination referred to in subsection (a) of §4 together with a copy of a "Notice to Employees," in the form appearing on the last page of these Labor Standards, shall be given to the Contractor at the close of escrow. The Notice to Employees and the Wage Determination shall both be posted and maintained by the Contractor in a prominent place readily accessible to all applicants and employees performing construction of the improvements before construction commences. If such Notice and Wage Determination is not so posted or maintained, the Agency may do so.

13. Violation and Remedies.

(a) Liability to Employee for Unpaid Wages. The Contractor shall be liable to the employee for unpaid wages, overtime wages and benefits in violation of these Labor Standards.

(b) Stop Work--Contract Terms, Records and Payrolls. If there is a violation of these Labor Standards by reason of the failure of any contract or subcontract for the construction of the improvements to contain the Labor Standards as required by §2 ("Non-Conforming Contract"); or by reason of any failure to submit the payrolls or make records available as required by §8 ("Non-Complying Contractor"), the Executive Director of the Agency may, after written notice to the Contractor with a copy to the Contractor involved and failure to cure the violation within five working days after the date of such notice, stop the construction work under the Non-Conforming Contract or of the Non-Complying Contractor until the Non-Conforming Contract or the Non-Complying Contractor comes into compliance.

(c) Stop Work and Other Violations. For any violation of these Labor Standards the Executive Director of the Agency may give written notice to the Contractor, with a copy to the Contractor involved, which notice shall state the claimed violation and the amount of money, if any, involved in the violation. Within five working days from the date of said notice, the Contractor shall advise the Agency in writing whether or not the violation is disputed by the Contractor and a statement of reasons in support of such dispute (the "Notice of Dispute"). In addition to the foregoing, the Contractor, upon receipt of the notice of claimed violation from the Agency, shall with respect to any amount stated in the Agency notice withhold payment to the Contractor of the amount stated multiplied by 45 working days and shall with the Notice of Dispute, also advise the Agency that the moneys are being or will be withheld. If the Contractor fails to timely give a Notice of Dispute to the Agency or to advise of the withhold, then the Executive Director of the Agency may stop the construction of the improvements under the applicable contract or by the involved Contractor until such Notice of Dispute and written withhold advice has been received.

Upon receipt of the Notice of Dispute and withhold advice, any stop work which the Executive Director has ordered shall be lifted, but the Contractor shall continue to withhold the moneys until the dispute has been resolved either by agreement, or failing agreement, by arbitration as is provided in §14.

(d) Withholding Certificates of Completion. The Agency may withhold any or all certificates of completion of the improvements provided for in this Agreement, for any violations of these Labor Standards until such violation has been cured.

(e) General Remedies. In addition to all of the rights and remedies herein contained, but subject to arbitration, except as hereinafter provided, the Agency shall have all rights in law or equity to enforce these Labor Standards including, but not limited to, a prohibitory or mandatory injunction. Provided, however, the stop work remedy of the Agency provided above in subsection (b) and (c) is not subject to arbitration.

14. Arbitration of Disputes.

(a) Any dispute regarding these Labor Standards 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 provisions thereof.

(b) The Agency and all persons or entities who have a contractual relationship affected by the dispute shall be made a party to the arbitration. Any such person or entity not made a party in the demand for arbitration may intervene as a party and in turn may name any such person or entity as a party.

(c) The arbitration shall take place in the City and County of San Francisco.

(d) Arbitration may be demanded by the Agency, the Contractor or the Contractor.

(e) With the demand for arbitration, there must be enclosed a copy of these Labor Standards, and a copy of the demand must be mailed to the Agency and the Contractor, or as appropriate to one or the other if the Contractor or the Agency is demanding arbitration. If the demand does not include the Labor Standards they are nevertheless deemed a part of the demand. With the demand if made by the Agency or within a reasonable time thereafter if not made by the Agency, the Agency shall transmit to the AAA a copy of the Wage Determination (referred to in §4) and copies of all notices sent or received by the Agency pursuant to §13. Such material shall be made part of the arbitration record.

(f) One arbitrator shall arbitrate the dispute. The arbitrator shall be selected from the panel of arbitrators of the AAA by the parties to the arbitration in accordance with the AAA rules. The parties shall act diligently in this regard. If the parties fail to select an arbitrator, within seven (7) days from the receipt of the panel, the AAA shall appoint the arbitrator. A condition to the selection of any arbitrator shall be that person's agreement to render a decision within 30 days from appointment.

(g) Any party to the arbitration whether the party participates in the arbitration or not shall be bound by the decision of the arbitrator whose decision shall be final and binding on all of the parties and any and all rights of appeal from the decision are waived except a claim that the arbitrator's decision violates an applicable statute or regulation. The decision of the arbitrator shall be rendered on or before 30 days from appointment. The arbitrator shall schedule hearings as necessary to meet this 30 day decision requirement and the parties to the arbitration, whether they appear or not, shall be bound by such scheduling.

(h) Any party to the arbitration may take any and all steps permitted by law to enforce the arbitrator's decision and if the arbitrator's decision requires the payment of money the Contractor shall make the required payments and the Contractor shall pay the Contractor from money withheld.

(i) Costs and Expenses. Each party shall bear its own costs and expenses of the arbitration and the costs of the arbitration shall be shared equally among the parties.

15. **Non-liability of the Agency**. The Contractor and each Contractor acknowledge and agree that the procedures hereinafter set forth for dealing with violations of these Labor Standards are reasonable and have been anticipated by the parties in securing financing, in inviting, submitting and receiving bids for the construction of the improvements, in determining the time for commencement and completion of construction and in proceeding with construction work. Accordingly the Contractor, and any Contractor, by proceeding with construction expressly waives and is deemed to have waived any and all claims against the Agency for damages, direct or indirect, arising out of these Labor Standards and their enforcement and including but not limited to claims relative to stop work orders, and the commencement, continuance or completion of construction.

OFFICE OF COMMUNITY INVESTMENT AND INFRASTRUCTURE

N O T I C E   T O   E M P L O Y E E S

EQUAL OPPORTUNITY NON-DISCRIMI-NATION	The contractor must take equal opportunity steps to provide employment opportunities to minority group persons and women and shall not discriminate on the basis of age, ancestry, color, creed, disability, gender, national origin, race, religion or sexual orientation.
PREVAILING WAGE	You shall not be paid less than the wage rate contained in the General Prevailing Wage Determination made by the Director of Industrial Relations pursuant to California Labor Code Part 7, Chapter 1, Article 2, sections 1770, 1773 and 1773.1.
OVERTIME	You must be paid not less than one and one-half times your basic rate of pay for all hours worked over 8 a day or 40 a week, whichever is greater.
APPRENTICES	Apprentice rates apply only to employees registered under an apprenticeship or trainee program approved by the Bureau of Apprenticeship and Training or the California Division of Apprenticeship Standards.
PROPER PAY	If you do not receive proper pay, write the Office of Community Investment and Infrastructure, OCII 1 South Van Ness Ave. 5th Floor San Francisco, CA 94103 or call **415-749-2400** and ask for the Contract Compliance Department.

ATTACHMENT E

OCII office of COMMUNITY INVESTMENT and INFRASTRUCTURE	**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).

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

ATTACHMENT F

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:

Trainees	Design Professional Fees
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. <u>CERTIFICATION.</u> 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. <u>INCORPORATION.</u> 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. <u>DEFINITIONS.</u> 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.

<u>Affiliates</u> 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.

<u>Agency-Assisted Contract</u> 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. Typically, receipts are averaged over a concern's latest three (3) completed fiscal years to determine its average annual receipts. However, to the extent a public entity considers a five-year average in its certification program, OCII will accept the five-year average provided the remaining certification criteria of the public entity is consistent with OCII's criteria stipulated in this Policy. 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 certified by another public entity (either municipal, State, or federal agency) that considers the certification criteria stipulated in this Policy. In general, such criteria shall include a determination by the public entity as to whether an economically disadvantaged business 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; and has average gross annual receipts in at least the three years (and no more than five years, if practiced by the public entity) immediately preceding its application for certification as a SBE that do not exceed the following limits:

Industry	OCII SBE Size Standard
Construction Contractors	$24,000,000
Specialty Construction Contractors	$14,000,000
Suppliers (goods/materials/ equipment and general services)	$12,000,000
Professional Services	$5,000,000
Trucking	$5,000,000

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 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 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 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. **<u>Demand for Arbitration</u>**. 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. **<u>Parties' Participation</u>**. 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, <u>provided</u> <u>however</u>, that the Agency-Assisted Contractor or Contractor made an initial timely Demand for Arbitration pursuant to Section XIII.B. above.

D. **<u>Agency Request to AAA</u>**. 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. **<u>Selection of Arbitrator</u>**. 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. **<u>Setting of Arbitration Hearing</u>.** 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. **<u>Discovery</u>.** In arbitration proceedings hereunder, discovery shall be permitted in accordance with Code of Civil Procedure §1283.05.

H. **<u>Burden of Proof</u>**. 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. **<u>California Law Applies</u>.** 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. **<u>Arbitration Remedies and Sanctions</u>.** 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	

ATTACHMENT G

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 pay Covered Employees a minimum hourly wage and to provide 12 compensated and 10 uncompensated days off per year. The Minimum Compensation rate adjusts automatically to match the wage rate required by the City and County of San Francisco's Minimum Compensation Ordinance. Contractor is obligated to keep informed of the then-current requirements, which are published at https://sfgov.org/olse/minimum-compensation-ordinance-mco.

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://sfocii.org/policies-and-procedures.

Routing. Return this form to: Contract Compliance Department, Office of Community Investment and Infrastructure, 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 H

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 offer health plan benefits to their employees.

Specifically, contractors can either: (1) offer the employee minimum standard health plan benefits established by the San Francisco Department of Public Health ("SFDPH"), as approved by the OCII Commission; (2) pay OCII an amount equivalent to the current fee established by the SFDPH for each hour the employee works on the covered contract or subcontract or on property covered by a lease and OCII will appropriate the money for staffing and other resources to provide medical care for the uninsured; or (3) participate in a health benefits program developed and offered by SFDPH. The minimum health plan standards and fees established by SFDPH are published at https://sfgov.org/olse/health-care-accountability-ordinance-hcao.

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 or http://sfocii.org/policies-and-procedures.

Routing. Return this form to: Contact Compliance Department, Office of Community Investment and Infrastructure, 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