

COMMISSION ON COMMUNITY INVESTMENT AND INFRASTRUCTURE

RESOLUTION NO. 13-2022

*Adopted April 19, 2022*

**AUTHORIZING A PERSONAL SERVICES CONTRACT WITH PARKLAB OPEN SPACE MANAGEMENT, A CALIFORNIA LIMITED LIABILITY COMPANY, FOR PROPERTY MANAGEMENT AND MAINTENANCE OF THE HUNTERS POINT SHIPYARD PHASE 1 COMMUNITY FACILITIES FOR AN INITIAL TERM OF THREE YEARS AND THREE MONTHS, WITH A ONE YEAR OPTION TO EXTEND; AUTHORIZING, FOR THE INITIAL TERM AND SUBJECT TO APPROPRIATION, A MAXIMUM CONTRACT AMOUNT NOT TO EXCEED \$3,194,760, INCLUDING A MAXIMUM CONTRACT MANAGEMENT FEE NOT TO EXCEED \$108,841; HUNTERS POINT SHIPYARD REDEVELOPMENT PROJECT AREA**

WHEREAS, On July 14, 1997, in furtherance of the objectives of the California Community Redevelopment Law (Health and Safety Code, section 33000 et seq. the “CRL”), the Board of Supervisors of the City and County of San Francisco (the “City”) adopted Ordinance No. 285-97, approving the Hunters Point Shipyard Redevelopment Plan, and subsequently adopted several ordinances amending the plan (as amended “the Redevelopment Plan”), which established the Hunters Point Shipyard Redevelopment Project Area (the “Project Area”); and,

WHEREAS, On December 2, 2003, the Redevelopment Agency of the City and County of San Francisco (the “Former Agency”) and LENNAR/BVHP, LLC, a California limited liability company doing business as Lennar/BVHP Partners entered into the Hunters Point Shipyard Phase 1 Disposition and Development Agreement (including all current and future amendments thereto, the “Phase 1 DDA”) establishing development obligations within the Project Area; and,

WHEREAS, As required by the Phase 1 DDA, and consistent with the Redevelopment Plan and Plan Documents (as that term is defined in the Redevelopment Plan), HPS Development Co., LP, successor in interest to Lennar/BVHP Partners (herein, “Developer”) has constructed or is constructing parks, open space and streetscape elements and related community facilities (collectively, the “Facilities”) in Shipyard Phase 1; and,

WHEREAS, Acting under the Mello-Roos Community Facilities Act of 1982, Cal. Government Code § 53311 et seq., the Former Agency Commission adopted Resolution No. 94-2008 (Sep. 2, 2008) forming Community Facilities District No. 8 (Hunters Point Shipyard Phase One Maintenance) (“CFD No. 8”). In a landowner election on the same day, the then-qualified landowner electors within CFD No. 8 approved the levy of a Mello-Roos special tax to pay for the operations and maintenance of parks, open space and streetscape elements (and related services): (a) located within the boundaries of Shipyard Phase 1; and (b) generally depicted: (i) in the Hunters Point Shipyard Parcel A Phase 1 Open Space Master Plan dated September 4, 2007 (“Open Space Design”), which was approved by the San Francisco Redevelopment Agency Commission by Resolution 06-2007, dated

January 16, 2007, as such Open Space Design may be amended from time to time; and (ii) on the Open Space Infrastructure Exhibit, as such Exhibit may be amended from time to time. Resolution No. 94-2008 also establishes a non-exclusive list of Facilities to be maintained by CFD funds. The Former Agency Commission also adopted Redevelopment Plan Ordinance No. 2-2008 (September 16, 2008) authorizing and levying special taxes within CFD No. 8, commencing with Fiscal Year 2008-09 and in each fiscal year thereafter; and,

WHEREAS, On February 1, 2012, the State of California dissolved all redevelopment agencies, including the Former Agency, by operation of law pursuant to California Health and Safety Code Sections 34170 et seq. ("Redevelopment Dissolution Law"). Under the authority of the Redevelopment Dissolution Law and under San Francisco Ordinance No. 215-12 (Oct. 4, 2012) (establishing the Successor Agency Commission ("Commission") and delegating to it state authority under the Redevelopment Dissolution Law), the Successor Agency to the Redevelopment Agency of the City and County of San Francisco (commonly known as the Office of Community Investment and Infrastructure or "OCII") is administering the enforceable obligations of the Former Agency in the Project Area, including the Phase 1 DDA and maintenance of the Facilities' maintenance within CFD No. 8; and,

WHEREAS, As the successor agency to the Former Agency, OCII owns the Agency Parcels on which the Facilities have been constructed or are being constructed, with the exception of the streetscape improvements, which are located on parcels owned by the Developer and to be dedicated to the City as public right of ways. The Developer leases and maintains these Agency Parcels under the Interim Lease between the Developer and OCII. Under Section 4.4(a) of the Phase 1 DDA, once the Developer completes a Facility, the Developer may request that OCII issue a Certificate of Completion ("COC"), which is a determination that the Master Developer has completed Construction of the specified Facility in accordance with the requirements of the DDA. Once OCII issues a COC for a particular Facility and has engaged an entity to operate and maintain the Facility in question, the Interim Lease is terminated as to the particular Facility, and OCII assumes ownership responsibility of the Facility; and,

WHEREAS, In 2010, the Former Agency Commission, by Resolution 35-2010 (April 6, 2010), authorized construction of a "Community Facilities Demonstration Project...[that] will serve as a community-based public meeting and event space, and will support a range of additional uses, including arts and arts education, job training facilities, recreation, and open-space type uses." This building and associated improvements located on Assessor's Block 4951C Lot 008, collectively known as the "Site Office Building," was funded primarily through a grant from the U.S. Department of Commerce, Economic Development Administration ("EDA"), was completed in 2014, and the Developer or its designee has managed and maintained the Site Office Building under the Interim Lease pending OCII's engagement of an entity to operate and maintain the Facilities including the Site Office Building; and,


- WHEREAS, In June 2021, OCII received a complete request from the Developer for Certificate of Completion of Pocket Parks 15 and 16, and OCII issued a COC for Pocket Parks 15-16 on December 12, 2021. In November 2021, OCII received a complete request from the Developer for Certificate of Completion of Pocket Parks 9 through 14, respectively, which is likely to be issued on or about the date of action. Lastly, according to the Developer, it intends to request a Certificate of Completion for the Galvez Overlook/Coleman Promenade prior to June 30, 2022; and,
- WHEREAS, On June 2, 2021, OCII issued a Request for Proposals (“RFP”) for property management and maintenance services for the Facilities. As described in the RFP, the selected contractor would manage all completed and accepted Facilities. Three qualifying firms were shortlisted. OCII staff entered into negotiations with one of the two highest scoring proposers, however, the proposer chose not to continue with the negotiation process. OCII then entered into negotiations with Parklab Open Space Management, a California limited liability company (“POSM”), the other highest scoring proposer; and,
- WHEREAS, POSM is as State-certified SBE and its proposed subconsultants Robert W. Poyas DBA RWP Landscaping Inc. and Aim to Please Janitorial Services, are City-certified small business enterprises, and are well qualified to provide property management and maintenance services for the Facilities; and,
- WHEREAS, OCII has negotiated a personal services contract ("Contract") with POSM for the performance of and reimbursement for maintenance and operation services as such services are specified in the Scope of Services therein, for an initial term of three years and three months with one extension in the Executive Director's sole discretion for one additional year in the discretion of the Executive Director; and,
- WHEREAS, The services performed and fees paid under the Contract are consistent with the Services authorized by Former Agency Commission Resolution No. 94-2008 creating CFD No. 8; and,
- WHEREAS, The Fiscal Year 2021-22 and Fiscal Year 2022-23 Contract amounts are consistent with the Commission Resolution Nos. 13-2021 and 13-2022 approving the CFD budgets for FY 2021-22 and FY 2022-23; and,
- WHEREAS, In accordance with the Redevelopment Dissolution Law, OCII intends to transfer to the City fee title ownership of the land and improvements constituting the Facilities in accordance with OCII's approved Long-Range Property Management Plan (“PMP”), which requires the Facilities to be transferred at the completion of development within the associated major phase. The Contract allows for such transfer, and POSM may remain as property manager after the transfer to the City in accordance with the City's preference; and,
- WHEREAS, At its March 28, 2022 meeting, the Mayor's Hunters Point Shipyard Citizens Advisory Committee recommended to the Commission that it authorize the Executive Director to enter into the Contract; and,

WHEREAS, Approval of the Contract with POSM is categorically exempt from the California Environmental Quality Act (“CEQA”) pursuant to CEQA Guidelines Sections 15301 and 15304 because it authorizes the operation, repair, maintenance or minor alteration of existing facilities or topographical features with negligible or no expansion of existing uses and minor alterations to land; now, therefore, be it

RESOLVED, That the Commission authorizes the Executive Director to execute, substantially in the form of Exhibit A to this Resolution, the Contract with POSM for property management and maintenance of the Facilities in the Hunters Point Shipyard Redevelopment Project Area for an initial term of three years and three months with one extension in the Executive Director's sole discretion for one additional year; and be it further

RESOLVED, That the Commission authorizes, for the initial term of the Contract and subject to appropriation, a maximum contract amount not to exceed \$3,194,760, including a maximum contract management fee not to exceed \$108,841.

I hereby certify that the foregoing resolution was adopted by the Commission at its meeting of April 19, 2022.



Commission Secretary

Exhibit A: Parklab Open Space Management, LLC Personal Services Contract

EXHIBIT A

Parklab Open Space Management, LLC Personal Services Contract

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

PERSONAL SERVICES CONTRACT

This PERSONAL SERVICES CONTRACT (“**Contract**”) is entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2022 (“**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 pursuant to state law (commonly referred to as the Office of Community Investment and Infrastructure, or “**OCII**”), and Parklab Open Space Management, a California limited liability company (“**Contractor**”).

RECITALS

A. In furtherance of the objectives of the California Community Redevelopment Law (Health and Safety Code, section 33000 *et seq.* the “**CRL**”), the Redevelopment Agency of the City and County of San Francisco (“**Former Agency**”) and the Board of Supervisors of the City and County of San Francisco (the “**City**”) established the Hunters Point Shipyard Redevelopment Project Area (the “**Project Area**”).

B. In accordance with the CRL, the City, acting through its **Board of Supervisors**, approved a Redevelopment Plan for the Project Area by Ordinance No. 285-97 adopted on July 14, 1997, as amended by Ordinance No. 211-10 (August 3, 2010), Ordinance No. 122-17 (June 13, 2017) and Ordinance No. 166-18 (July 10, 2018), and as it may be further amended, the “**Redevelopment Plan.**” In cooperation with the City, the Former Agency was responsible for implementing the Redevelopment Plan.

C. On December 2, 2003, the Former Agency entered into the Hunters Point Shipyard Phase 1 Disposition and Development Agreement with LENNAR/BVHP, LLC, a California limited liability company doing business as Lennar/BVHP Partners (including all current and future amendments thereto, the “**Phase 1 DDA**”).

D. As required by the Phase 1 DDA, and consistent with the Redevelopment Plan and Plan Documents (as that term is defined in the Redevelopment Plan), HPS Development Co., LP, successor in interest to Lennar/BVHP Partners (herein, “**Developer**”) is constructing various parks, open space and streetscape elements in the Hilltop area of the 66-acre Phase 1 portion of the Project Area.

E. On September 2, 2008, the Former Agency Commission adopted Resolution No. 94-2008 forming Community Facilities District No. 8 (Hunters Point Shipyard Phase One Maintenance) (“**CFD No. 8**”). In a landowner election on the same day, the then-qualified landowner electors within CFD No. 8 authorized the levy of a Mello-Roos special tax to pay for the operations and maintenance of parks, pocket parks, open space and streetscape elements (and related services) within the boundaries of CFD No. 8.

F. On February 1, 2012, the State of California dissolved all redevelopment agencies, including the Former Agency, by operation of law pursuant to California Health and Safety Code Sections 34170 et seq. ("**Redevelopment Dissolution Law**"). Under the authority of the Redevelopment Dissolution Law and under San Francisco Ordinance No. 215-12 (Oct. 4, 2012) (establishing the Successor Agency Commission ("**Commission**") and delegating to it state authority under the Redevelopment Dissolution Law), OCII is administering the enforceable obligations of the Former Agency, including the Phase 1 DDA.

G. OCII owns the land on which Developer is constructing park improvements and streetscapes elements. Once completed, Developer tenders the improvements to OCII for its review and acceptance. And once OCII accepts the improvements on a particular park and has engaged a property management contractor to manage the accepted park, OCII assumes management responsibility. Once the City accepts the public streets upon which the streetscapes are located, OCII assumes management responsibility. All costs of operations and maintenance of these improvements, including pursuant to this Contract, will be paid through the special taxes collected through CFD No. 8.

H. OCII also owns a pre-manufactured building ("**Site Office Building**") located at 451 Galvez Avenue (Assessor's Block/Lot 4591C-008, the "**Site Office Lot**"), which serves as a community-based space, and will support a range of additional uses including, for example, arts and arts education, job training facilities, recreation, and open-space type uses. The Hunters Point Shipyard Advisory Committee ("**CAC**") meetings and other public meetings are held at the Site Office Building, and OCII's administrative services contractor for the CAC and related public meeting activities operates an office within the Site Office Building.

I. Pursuant to its Purchasing Policy (Section IX.C, Request for Proposals), OCII staff selected Contractor to perform maintenance and property management services, and the Commission approved staff's selection of Contractor by Resolution No. \_\_\_\_\_ (\_\_\_\_\_, 2022).

J. OCII intends to assign its rights and obligations under this Contract, together with conveyance of fee title to the Facilities, to the City, as required by Redevelopment Dissolution Law and OCII's approved Long-Term Property Management Plan dated December 7, 2015.

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

I. SCOPE OF SERVICES.

Contractor shall provide the services and produce the deliverables described in this Contract, including without limitation **Attachment B, Scope of Services** and submission of reports specified in **Attachment C, Reporting Requirements** (herein the "**Services**") in accordance with the Approved Budget (as defined in Section V) for the relevant Contract year. Amendments to the Scope of Services shall be subject to Section XXIII(D)(2), Modifications to the Scope of Services.

## II. FACILITIES

A. Generally. The land and improvements to be managed and/or maintained pursuant to this Contract are as follows:

### Accepted Facilities (as described in Recitals G and H)

- a. Site Office Building, parking lot, outdoor space and associated landscaping on the Site Office Lot, but excluding the community-serving retail space within the Site Office Building (commonly referred to as the Storehouse) and the adjacent public plaza (commonly referred to as the “Storehouse Plaza”)
- b. Pocket Park 9
- c. Pocket Park 10
- d. Pocket Park 11
- e. Pocket Park 12
- f. Pocket Park 13
- g. Pocket Park 14
- h. Pocket Park 15
- i. Pocket Park 16

### Incomplete Facilities (as described in Recital G)

- j. Galvez Overlook/Coleman Promenade
- k. Hillpoint Park
- l. Hilltop Open Space
- m. Innes Court Park
- n. Streetscapes
- o. Site Office Building Storehouse Plaza

Items (a) through (o) listed above together with public artworks located therein and supporting subdrain and/or retaining wall systems, as more particularly depicted and described in the Site Plans included as **Attachment A-1, Site Plans**, constitute the "**Facilities.**" **Attachment A, Facilities Maps** shows the location of each Facility. Due to size of materials, Attachment A-1 Site Plans have been provided to the Contractor as electronic copies of the Site Plans included as supporting materials maintained by the Commission Secretary as part of the Commission's action on Resolution \_\_\_\_-22 authorizing execution of this Contract.

B. Timing of Inclusion within this Contract. Developer has constructed or is constructing Facilities pursuant to the requirements of the Phase 1 DDA. Those Facilities listed as items a. through i. above have been completed and accepted by OCII and are subject to the requirements of this Contract as of the Effective Date. Prior to acceptance of an Incomplete Facility or Facilities (items j. through o. above), OCII shall provide notice to Contractor (“**Notice to Proceed**”) of OCII's intent that such Facility or Facilities be subject to the requirements of this

Contract, which requirements shall commence 15 calendar days from delivery of the applicable Notice to Proceed (unless Contractor agrees to an earlier commencement of requirements).

III. TERM

A. Term. The term of this Contract shall begin on the Effective Date and end June 30, 2025 (“**Initial Contract Term**”), unless earlier terminated in accordance with the provisions herein.

B. Option to Extend. At the request of Contractor, submitted no later than 90 days prior to the expiration of the Initial Contract Term, the OCII Executive Director (“**Executive Director**”) may, in their sole discretion, extend the term of this Contract for a period of up to an additional three (3) years, unless earlier terminated in accordance with the provisions herein. The Initial Contract Term and any subsequent extension are referred to herein as the "**Contract Term**." Contractor's request for extension should include all budgetary and other management-related information necessary for reviewing and approving the request for extended term.

IV. CONTRACT AMOUNT AND COMPENSATION

A. Maximum Contract Amounts. The maximum amount payable under this Contract in the Initial Contract Term is Three Million One Hundred Ninety-Four Thousand, Seven Hundred Sixty Dollars (\$3,194,760) (“**Maximum Contract Amount**”). Estimated annual maximum contract amounts (consisting of the sum of estimated annual maximum operating expenses and annual maximum capital expenses) payable under this Contract for Fiscal Year 2021-22 through Fiscal Year 2024-25 are as follows:

<b>Year</b>	<b>Maximum Operating Expenses</b>	<b>Maximum Capital Expenses</b>	<b>Maximum Annual Contract Amount</b>
FY 2021-22	\$118,463	\$36,000	\$154,463
FY 2022-23*	\$777,255	\$385,000	\$1,162,255
FY 2023-24*	\$816,118	\$100,000	\$916,118
FY 2024-25*	\$856,924	\$105,000	\$961,924
<b>TOTAL</b>	<b>\$2,568,760</b>	<b>\$626,000</b>	<b>\$3,194,760</b>

\*\*Note: the foregoing estimated maximum contract amounts are conservative estimates that assume all Facilities will have been accepted by OCII and included for services under the Contract at the start of FY 2022-23, based on the Developer's current schedule of completion of these Facilities. However, Developer's completion and OCII's acceptance of the incomplete Facilities is not certain to be completed on this schedule; delayed acceptance could result in a commensurate reduction in a particular Contract year's budget. Thus, the actual expenditures during a Contract year may be less than the maximum amounts set forth above. Also, the FY 2023-24 and FY 2024-25 estimates assume an



upward adjustment, per Section IV.B, below, of 5%. The actual amount of adjustment will be determined during the budget process described in Section V, below.

B. Starting in FY 2023-24, the estimated maximum contract amounts (net of the Management Fee defined in Subsection D, below, which increases per Subsection E below) will be increased by the lesser of (i) the percentage increase, if any, in the Consumer Price Index (San Francisco-Oakland-San Jose, all urban consumers) ("**CPI**") since the prior July 1 and (ii) five percent (5%) on a per year basis for the remainder of the Contract Term, with budget amounts being approved by the Executive Director annually per Section V.

C. Costs Reimbursement. Upon receipt of satisfactory invoices and supporting materials required by Section XIII(B) and **Attachment C, Reporting Requirements**, 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 Approved Budget established pursuant to Section V below and the limit of funds available under CFD No. 8. For purposes of this Section IV.C, the costs incurred by the Contractor prior to the Effective Date (from March 18, 2022 through the Effective Date) in order to obtain proof of insurance in accordance with the insurance requirements of this Contract shall be reimbursable in accordance with requirements of Attachment C.

D. Management Fee. In addition to reimbursement of actual costs under Section IV.C above, Contractor shall receive a services management fee ("**Management Fee**"), which shall be a monthly fee paid on a per-Facility basis for each Facility then under management by the Contractor, as follows:

<b>Initial Monthly Management Fee FY 2021-22 and FY 2022-23*</b>		
Site Office Building	\$	361.83
Hillpoint Park	\$	782.00
Hilltop Open Space	\$	196.42
Innes Court	\$	385.67
Galvez/Coleman	\$	61.08
Streetscapes	\$	418.25
Pocket Parks 9-16	\$	597.00

\* Initial Fee subject to increase per Section IV.E if not under management prior to end of FY 2022-23.

The Management Fee will commence to be owed when a listed Facility is included for services under the Contract. The Contractor shall include the itemized monthly management fee request in the monthly invoice to be submitted in accordance with Attachment C, Reporting Requirements. Beginning in Fiscal Year 2023-24 and annually thereafter, the monthly Management Fee listed in the foregoing table shall be increased, as part of the annual budget approval required by Section V, by the lesser of (i) the percentage increase, if any, in the Consumer

Price Index (San Francisco-Oakland-San Jose, all urban consumers) ("**CPI**") since the prior July 1, and (ii) three percent (3%).

E. The Maximum Management Fee. The total Maximum Management Fee payable under this Contract during the Initial Contract Term is not to exceed \$108,841. The actual Management Fee payable may be less, for example, if the actual schedule for the phase-in of the Facilities is different than the expected schedule.

F. Taxes. No payroll or employment taxes of any kind will be withheld or paid by OCII on behalf of Contractor. Contractor is not an employee of OCII and 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.

G. 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.

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

## V. BUDGET APPROVAL

A. General. As used herein, the "**Approved Budget**" shall mean, for the relevant year of the Contract, the amount for property management and maintenance approved by the Commission for CFD No. 8 in Fiscal Year 2021-22, Fiscal Year 2022-23, and in each subsequent year of the Contract. In no event shall the Approved Budget for a particular year of the Contract exceed the maintenance and operations amount the authorized by the Commission under the CFD No. 8 budget for that year. OCII and the Contractor will follow the process set forth in this Section V for establishing the Approved Budget for each year of the Contract.

B. Contract Year 1 and Contract Year 2 Approved Budgets. The Approved Budget for Fiscal Year 2021-22 is \$154,463, and is comprised of (i) total operating expenses (personnel and administrative services, subcontracted services, materials and supplies, contingency, Management Fee, insurance and utilities) in the amount of up to \$118,463 and (ii) capital expenses in the amount of up to \$36,000. The maximum budget for Fiscal Year 2021-22 is attached hereto as **Attachment D-1, Fiscal Year 2021-22 Approved Budget**.

The Approved Budget for Fiscal Year 2022-23 is \$1,162,255, and is comprised of (i) total operating expenses (personnel and administrative services, subcontracted services, materials and supplies, contingency, Management Fee, insurance and utilities) in the amount of up to \$777,255; and (ii) capital expenses in the amount of up to \$385,000. The maximum budget for Fiscal Year 2022-23 is attached hereto as **Attachment D-2, Fiscal Year 2022-23 Approved Budget**.

C. Preliminary Budget. Beginning with Fiscal Year 2023-24, Contractor shall obtain the Executive Director's approval of annual budgets for submission to the Commission, as follows: no later than January 15th of the previous Contract year, the Contractor will provide for OCII staff review a preliminary budget in accordance with the specifications of Attachment C, Reporting Requirements, including operating and capital budgets ("**Preliminary Budget**").

D. Final Budget. Upon receipt of the Preliminary Budget, OCII staff will review the Preliminary Budget for consistency with this Contract, the maximum annual contract amounts established in Section IV, and the availability of funds from CFD. No. 8. Staff and the Contractor shall provide a final budget for Executive Director review and approval as to form no later than February 15th of the previous Contract year. If so approved the Executive Director will present the approved budget to the Commission for its approval as part of the Commission's annual approval of the CFD budget. Once approved by the Commission, the budget shall become the Approved Budget.

E. Budget Amendment. Amendments to the Budget shall be subject to Section XXIII(D)(3), Amendments to the Budget.

F. Books and Records. The Contractor will maintain a set of books devoted exclusively to the operations of the Facilities. The Contractor will use forms, accounting methods, internal controls, and procedures acceptable to the Executive Director. The books will be available in the Contractor site office for examination by authorized OCII personnel.

1. The Contractor will furnish additional financial reports, statistical reports, financial analyses, and other data as requested by OCII staff.

2. Additionally, the Contractor will maintain and upgrade as needed computer programs for (1) cost accounting, (2) maintenance scheduling and tracking, and (3) Facilities reservations. All computer programs, including any programs not listed in this section, utilized in the operations of the Facilities will remain the property of OCII.

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 the Approved Budget. 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.

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 the Approved Budget including the capital budget, 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 be assigned, transferred, and conveyed to OCII upon expiration or termination of this Contract.

## VI. SUBCONTRACTORS.

A. Approval of Subcontractors. The Contractor is authorized to enter into contracts to obtain the services, materials, and other incidentals necessary to carrying out its responsibilities set forth in this Contract, subject to the Contractor's compliance with OCII's Purchasing Policy (dated November 15, 2011, and as it may be amended from time to time) and Subcontractor's compliance with all OCII policies applicable to Contractor hereunder. The Contractor will submit the qualifications of any future or substitute Subcontractors to OCII for approval. If OCII fails to approve or disapprove the qualifications of a proposed subcontractor within ten (10) business days of the Contractor's requested approval, the Contractor may retain the subcontractor on a temporary basis pending OCII approval.

B. Approved Subcontractors. In compliance with OCII's Purchasing Policy, the Contractor has engaged qualified subcontractors that are additionally required to carry out the Scope of Services ("**Subcontractors**"). The initial Subcontractors approved by OCII are Robert W. Poyas DBA RWP Landscaping Inc. for landscape services and Aim to Please Janitorial Services for janitorial services.

C. Contractor Responsibility. The Contractor is fully responsible for the performance and for the quality of the products and services provided to OCII by the Contractor and its Subcontractors. The Contractor will coordinate and manage the services of the Subcontractors and ensure adherence to the Approved Budget and schedules by the Subcontractors.

## VI. NO PERSONAL LIABILITY

No member, official or employee of OCII or the Commission 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.

## VII. ASSIGNMENT OF CONTRACT

Contractor shall not assign this Contract, or any part thereof, without the prior express written consent of OCII. Contractor acknowledges that OCII intends to transfer all of its rights, interests and obligations under this Contract to the City pursuant to the Redevelopment Dissolution Law and OCII's approved Long-Term Property Management Plan (December 7, 2015), and Contractor hereby consents to such transfer and agrees that it shall execute such instruments and take such actions as may be reasonably required to carry out OCII's intent. Upon assignment to the City, all references herein to OCII shall be deemed references to the City. OCII and Contractor hereby agree to execute such further instruments and to take such further actions as may be reasonably required to carry out the intent of this Section VII.

## VIII. INTENTIONALLY OMITTED

## IX. NON-FEDERAL LABOR STANDARDS

Contractor agrees that any employees performing work or services for Contractor shall be subject to the State and local laws governing prevailing wage rates, hours and working conditions, and benefits applicable to similar work or services performed in San Francisco. Contractor further agrees that the inclusion of this provision in the 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.

## X. INDEMNIFICATION

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

## XI. 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.

## XII. 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) Blanket 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: \$5,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit must apply separately to this project/location or the general aggregate limit must be twice the required occurrence limit (\$10,000,000). Applicable Umbrella or Excess Liability limits may be used to meet the terms of this paragraph.
  - b. INTENTIONALLY OMITTED

(2) Automobile Liability: \$5,000,000 per accident for bodily injury and property damage.

(3) Workers' Compensation and Employer's Liability: Workers' Compensation limits as required by the State of California and Employer's Liability limits of \$1,000,000 for bodily injury by accident and \$1,000,000 per person and in the annual aggregate for bodily injury by disease.

(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.

### XIII. RECORDS, REPORTS AND AUDITS

#### A. Records



- (1) Records shall be established and maintained in accordance with OCII 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 four years from the date of the termination of the Contract; except that records that are the subject of audit findings shall be retained for four years or until such audit findings have been resolved, whichever is later.
- (2) All costs shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to this Contract shall be clearly identified and readily accessible.

B. Reports and Information

At such times and in such forms as OCII 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 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 OCII 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.

XIII. 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.

XIV. CONTRACTOR'S DUTY OF LOYALTY

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

#### XV. 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 and related regulations, 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.

#### XVI. 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 OCII Public Records Policy, Agency Resolution No. 182-2005 (Nov. 1, 2005).

## XVII. 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.

## XVIII. NONDISCRIMINATION AND EQUAL BENEFITS

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

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

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

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

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

## XIX. COMPLIANCE WITH SMALL BUSINESS ENTERPRISE PROGRAM

OCII implements a Small Business Enterprises Program that was adopted by OCII Resolution No. 43-2015 and that requires consideration in awarding contracts in the following order: (1) Project Area SBEs, (2) San Francisco-based SBEs (outside an OCII Project Area), and (3) All other SBEs. Non-San Francisco-based SBEs should be used to satisfy participation goals only if Project Area SBEs or San Francisco-based SBEs are not available, qualified, or if their bids or fees are significantly higher than those of non-San Francisco-based SBEs (see **Attachment F, Small Business Enterprise Agreement**).

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

OCII relies on the information that a business may have provided to qualify under another public entities' business certification program in determining whether that business qualifies as an SBE under OCII's SBE Program. Those other programs include: City and County of San Francisco Local Disadvantaged Business Enterprises (LBE) certification, *information available at* - <https://sfgov.org/cmd/directory-certified-lbes>; and State of California – Small Business Enterprises certification – <https://caleprocure.ca.gov/pages/PublicSearch/supplier-search.aspx>. OCII retains the discretion, however, to determine if the information provided for those other programs meets SBE eligibility under OCII's SBE Program.

## XX. EMPLOYMENT AND CONTRACTING POLICY AS MODIFIED

Contractor agrees to comply with the Bayview Hunters Point Employment and Contracting Policy, as modified for this Contract in **Attachment G, Bayview Hunters Point Employment and Contracting Policy** (“ECP”). Contractor agrees to comply with the Construction Workforce Hiring Goal and Permanent/Temporary Workforce Goal of 50 percent to be met through the employment of qualified Bayview Hunters Point (“BVHP”) residents and then San Francisco residents with First Consideration to BVHP residents, as defined in the ECP. The job positions subject to the ECP are those to be employed by Contractor as its employee and those of its subcontractors, including those that are covered by the Department of Industrial Relations General Prevailing Wage Determination, namely Landscape Maintenance Laborer. Contractor agrees to submit weekly certified payroll reports on all landscape maintenance employees, as described in Attachment C, Reporting Requirements.

## XXI. COMPLIANCE WITH MINIMUM COMPENSATION POLICY AND HEALTH CARE ACCOUNTABILITY POLICY

Contractor agrees, as of the date of this Contract and during the term of this Contract, to comply with the provisions of OCII's Minimum Compensation Policy and Health Care Accountability Policy (the "**Policies**"), adopted by Agency Resolution 168-2001, as such policies may be amended from time to time (See **Attachment H, Minimum Compensation Policy Declaration** and **Attachment I, Health Care Accountability Policy Declaration**). 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.

## XXII. TERMINATION

OCII may terminate this Contract at any time without cause upon 90 days 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 termination specified in and directed by such notice.

## XXIII. 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:              Parklab Open Space Management  
401 Terry Francois Boulevard, Suite 224  
San Francisco, CA 94158  
Attention: Catherine Hickey

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

### B. Time of Performance

- (1) Time is of the essence in the performance of all the terms and conditions of this Contract.

- (2) All performance and cure periods expire at 5 p.m., San Francisco, California time, on the applicable date.
- (3) A performance or cure date which otherwise would be a Saturday, Sunday or OCII holiday shall be extended to the next OCII working day.

C. Successors and Assigns

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

D. Modification, Waiver and Amendment

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

(2) Modifications to the Scope of Services. The Scope of Services shall not be modified except with the written approval of the Executive Director, in consultation with the Contractor and subject to the availability of funds in CFD No. 8. The Contractor shall submit a request for scope modification with supporting documentation, including cost estimates. Any scope modification that exceeds the Approved Budget and results in a continuous, ongoing budget expense or is an unforeseen capital expense that occurs through no fault of the Contractor must be processed through the Budget Amendment process. The Contractor shall employ appropriate practices to track scope amendments, which shall be detailed in the Monthly Invoice and Management Report as described in **Attachment C, Reporting Requirements**.

(3) Amendments to the Budget. An Approved Budget may be amended by the Commission after review and recommendation from the Executive Director, subject to the availability of funds in CFD No. 8.

E. Entire Contract

This Contract, including all attachments (which are incorporated herein by this reference), 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. Any inconsistency between the terms of this Contract and language set forth in OCII's request for proposals for the services hereunder, or in Contractor's submittal to OCII's request for proposals, shall be resolved in favor of the Contract.

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 Marie Munson. OCII representative's phone number is 415-749-2415. The initial Contractor designated representative for this Contract is Cathy Hickey. Contractor designated representative's phone number is 415-685-3353.

[Remainder of Page Left Intentionally Blank]

IN WITNESS WHEREOF OCII and Contractor have executed this Contract as of the Effective Date.

Parklab Open Space Management, a California limited liability corporation

By: \_\_\_\_\_  
Catherine Hickey  
Principal  
Federal Tax Identification No. 87-2144423

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

By: \_\_\_\_\_  
James B. Morales  
Interim Executive Director

APPROVED AS TO FORM:

By \_\_\_\_\_  
Aaron J. Foxworthy  
Deputy General Counsel

Authorized by Resolution No. \_\_\_\_\_, adopted \_\_\_\_\_.

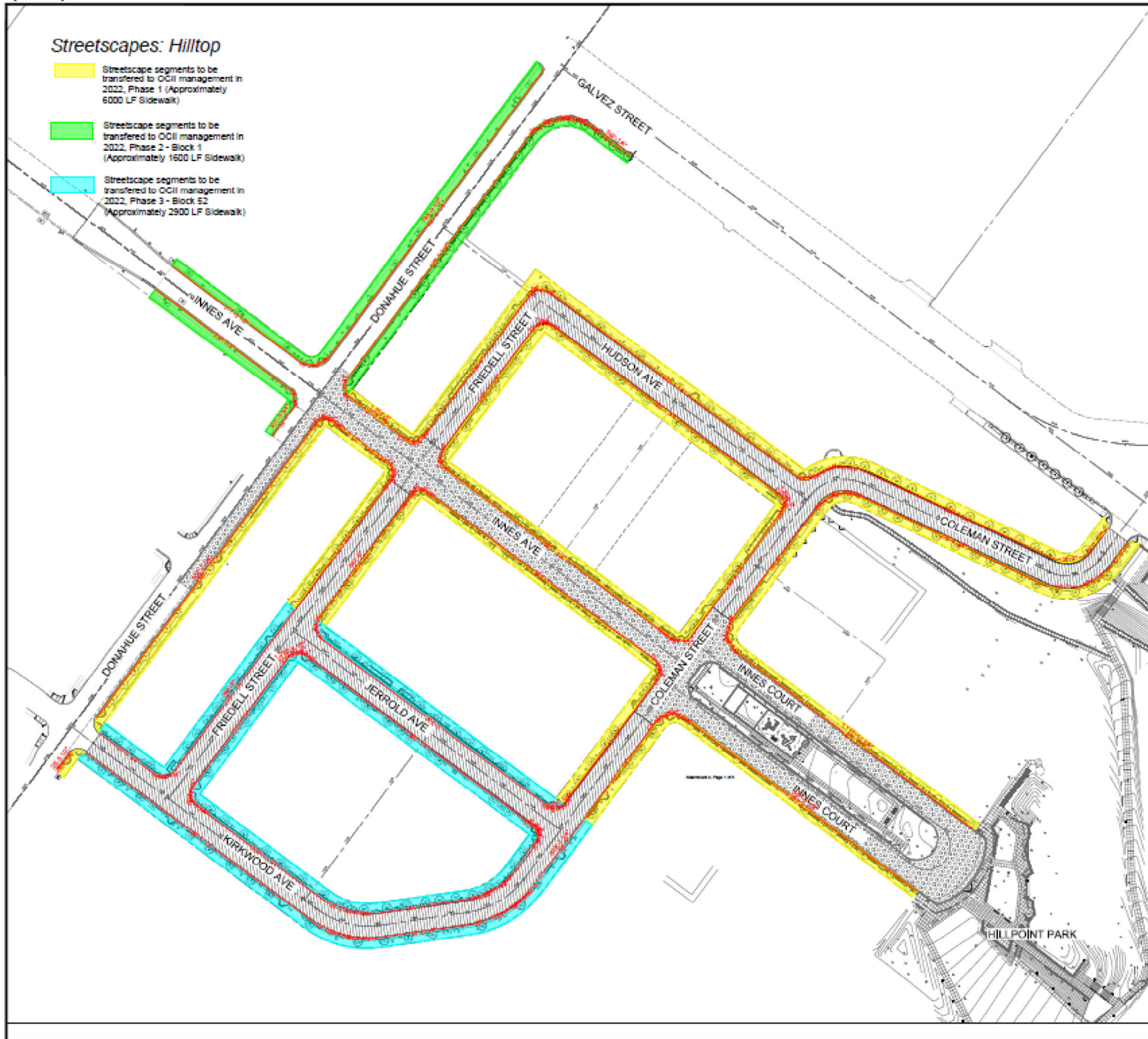


## ATTACHMENTS

Attachment A	Facilities Map
Attachment A-1	Site Plans
Attachment B	Scope of Services
Exhibit B-1	Park Rules and Regulations
Exhibit B-2	Frequency Schedules
Attachment C	Reporting Requirements
Attachment D	Approved Budgets
Attachment D-1	Fiscal Year 2021-22 Approved Budget
Attachment D-2	Fiscal Year 2022-23 Approved Budget
Attachment E	Nondiscrimination in Contracts and Benefits Form
Attachment F	Small Business Enterprise Agreement
Attachment G	Bayview Hunters Point Employment and Contracting Policy
Attachment H	Minimum Compensation Policy Declaration
Attachment I	Health Care Accountability Policy (HCAP) Declaration
Attachment J	OCII Purchasing Policy

Attachment A: Facilities Maps  
Parks and Site Office Building Map





**ASPHALT SCHEDULE**

	REPAVE STREET, OPEN AND APPLY ASPHALT OVERLAY (2" AC)
	APPLY ASPHALT OVERLAY (2" AC)

**Streetscapes: Hilltop**

- Streetscape segments to be transferred to OCII management in 2022, Phase 1 (Approximately 6000 LF Sidewalk)
- Streetscape segments to be transferred to OCII management in 2022, Phase 2 - Block 1 (Approximately 1600 LF Sidewalk)
- Streetscape segments to be transferred to OCII management in 2022, Phase 3 - Block S2 (Approximately 2900 LF Sidewalk)

**HPS Development Co.**  
One Sansome Street, Suite 2000  
San Francisco, CA 94104

**HUNTERS POINT  
STREETSCAPE**  
COMPREHENSIVE HILLTOP IS (#41)

No.	Issue	Date
1	PERMIT SET #132	DEC 16, 2014
2	PERMIT SET #132	JULY 14, 2015
3	PERMIT SET #132	SEPT 21, 2015
4		
5		
6		
7		

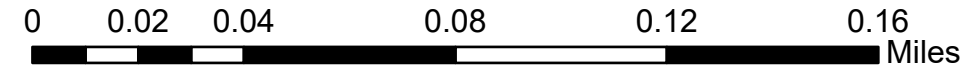
No.	Revision	Date
1	COMPREHENSIVE HILLTOP IS (#41)	SEPT 21, 2015
2		
3		
4		

**Description:**  
**PERMIT SET**  
Job No: LEN 1201  
Date: SEPT 21, 2015

SCALE: 1" = 50'

Sheet Title:  
**ASPHALT OVERLAY  
PLAN**

Sheet No.:  
**T0.03**



### Legend

HPS1 Active Lots

Map Number

- 10058
- 4231
- 5255
- 8573

CFD 7 & 8 Boundary

CFD 7 & 8 Boundary

SIP Storm Drain

SIP Storm Drain

Subdrain & Retaining Wall (Approximate Location)

(Approximate Location)

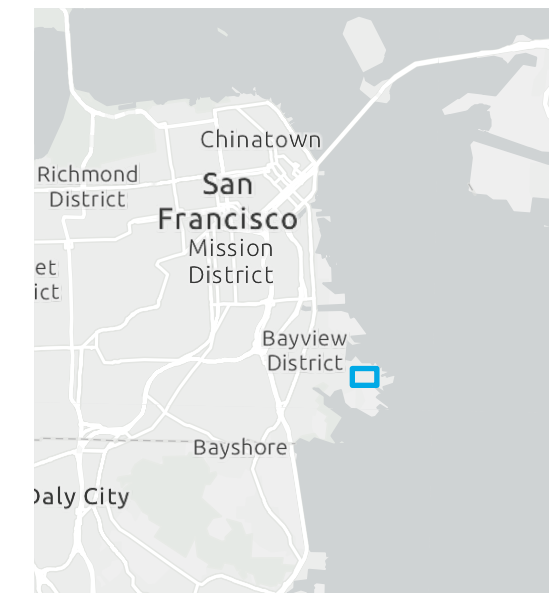
Type

- Concrete Lined Ditch
- V Ditch
- Retaining Wall
- Subdrain
- OCII Storm Drain
- Wall Subdrain

### Notes

Map Shows Overlay of Subdrain Data (Approximate Locations, Retaining Walls and Drainage Ditches (Approximate Locations) and Final Map Geometry.

### Location



Boundaries are schematic and are not intended to be used for engineering or surveying purposes.

Date Saved: 1/15/2021 11:00 AM

**Attachment A: Facilities Maps**  
**Public Artwork Map**



**Attachment A-1\***

- Exhibit a: [Hillpoint Park and Innes Court Park Plans – Part I](#)  
[Hillpoint Park and Innes Court Park Plans – Part II](#)
- Exhibit b: [Pocket Parks 9-14 Plans – Part I](#)  
[Pocket Parks 9-14 Plans – Part II](#)
- Exhibit c: [Pocket Parks 15-16 Plans](#)
- Exhibit d: [Galvez Overlook Coleman Promenade Plans](#)
- Exhibit e: [Site Office Building Plans and Manual](#)
- Exhibit f: [Storehouse Plaza Plans](#)
- Exhibit g: [Hilltop Streetscape Plans – Part I](#)  
[Hilltop Streetscape Plans – Part II](#)
- Exhibit h: [Public Art Conservation and Maintenance Report](#)
- Exhibit i: [Subdrain Plans](#)
- Exhibit j: [Stormwater Control Plan Application](#)
- Exhibit k: [Slope and Drainage Maintenance Guidelines](#)
- Exhibit l: [BMP Locations and Maintenance Checklist](#)

\*Links to the electronic copies of the Site Plans, which are included as supporting materials maintained by the Commission Secretary as part of the Commission's action on Resolution \_\_\_\_-22 authorizing execution of this Contract.

## Attachment B

### SCOPE OF SERVICES

General. Contractor will be responsible for providing Facilities maintenance, landscape and streetscape maintenance, janitorial services, building maintenance, Facilities permitting, and property management services for a public park system consisting of approximately 7 acres of parks; 11 acres of open space; approximately 10,500 linear feet of streetscapes; subdrains; public artworks; and one 5,000-square-foot building, all as listed below:

- Site Office Building located at 451 Galvez Avenue, including the adjacent public plaza, parking lot, and adjacent open space, but excluding that portion of the Site Office Building referred to as the Storehouse and located at 451 Galvez Suite 200 and excluding that portion of the site included in the Galvez Overlook/Coleman Promenade (Assessor's Parcel Number "**APN**" APN 4591C-008 (.7 acres)
- Galvez Overlook/Coleman Promenade (spanning portions of APN 4591C-007 and APN 4591C-008, not included with the Site Office Building Facility acreage) (0.21)
- Hillpoint Park (APN 4591C-009) (4.9 acres)
- Hilltop Open Space (APN 4591C-009) (11 acres)
- Innes Court Park (APN 4591C-083) (0.51 acres)
- Pocket Park 9 (APN 4591C-165) (0.04 acres)
- Pocket Park 10 (APN 4591C-009) (0.04 acres)
- Pocket Park 11 (APN 4591C-143) (0.04 acres)
- Pocket Park 12 (APN 4591C-009) (0.07 acres)
- Pocket Park 13 (APN 4591C-021) (0.06 acres)
- Pocket Park 14 (APN 4591C-033) (0.06 acres)
- Pocket Park 15 (APN 4591C-041) (0.08 acres)
- Pocket Park 16 (APN 4591C-102) (0.15 acres)
- Streetscape Elements (10,500 linear feet)
- Subdrains, located on Pocket Parks 9, 10, 13 and 14, Galvez Overlook/Coleman Promenade, and Open Space
- Public artworks located at Hillpoint Park (5), Innes Court Park (2), Pocket Parks 16 (1), and the Site Office Building (1)

Facilities. The Contractor will maintain the Facilities in a first-class condition and operate them to enhance the enjoyment and safety of the general public. The Contractor shall maintain the Facilities (i) as they are shown on applicable as-built and other plans and (ii) in accordance with specifications, operations and maintenance manuals, and manufacturer specifications (items (i) and (ii) collectively "**Site Plans**"), except as approved in writing by OCII. Electronic links to the Site Plans are provided in Attachment A-1, attached to this Contract.

Contractor shall operate the Facilities pursuant to the Hunters Point Shipyard Phase 1, Hunters Point Shipyard Phase 2, Candlestick Point Park Rules and Regulations, as adopted by the Successor Agency Commission Resolution No. 18-2017 on May 16, 2017 (**Exhibit B-1, Park Rules and**

**Regulations**), additional rules modifications as approved by the OCII Executive Director, and any approved in the future.

This Scope of Services is organized into five sections: I: Facilities Management and Administration; II: Landscape, Streetscape and Open Space Maintenance; III: Janitorial Services; IV: Major Facilities Repair; and V: As Needed Services. Exhibits B-1 through B-2 are appended to this Scope of Services.

## **Section I. Facilities Management and Administration**

### **A. Facilities Management**

Contractor will:

1. Provide a Property Manager who will be responsible for the oversight of all operations, and who will be trained, skilled and experienced in all applicable aspects of property management.
2. Employ a stationary-engineer type position that will perform maintenance and preventative maintenance duties such as corrosion prevention, painting and small repairs. The stationary engineer will work under the direction of the Property Manager.
3. Oversee the coordination of the services of the subcontractors including landscaping and janitorial services.
4. Provide the reports and deliverables as described in, and in accordance with, Attachment C, Reporting Requirements, attached to the Contract.
5. Regularly inspect the building systems, site furnishings, irrigation systems, building systems, trees, shrub and lawn areas, paving, walls, art works, subdrains and retaining walls, and all other physical elements of the Facilities for conditions, defects and hazards.
6. Implement and maintain, in accordance with all applicable laws, appropriate procedures to ensure a safe and healthy work environment for its employees and subcontractors, including, without limitation, the posting of safety precautions, the use of personal protective devices, equipment maintenance and protection, injury prevention, proper handling and disposal of toxic and hazardous materials, housekeeping and sanitation measures.
7. Publicly post telephone numbers and, as appropriate, email addresses, in the Facilities for reporting service needs and requesting Facility cleaning or maintenance services. The Contractor shall respond immediately to all reports and requests that indicate a potential hazard. The Contractor shall respond to all other reports and requests within two business days. Response to reports and requests shall consist of inspection and action as needed to resolve the issue.
8. Act as a liaison with the public and OCII for the Facilities, maintain good working relations with the surrounding properties, Hunters Point Shipyard Phase 1 Homeowners Association and neighborhood, and resolve conflicts with members of the public on day-to-day issues concerning the Facilities as they arise.

### **B. Administration**

Contractor will:

1. Negotiate and secure contracts and subcontracts and manage, coordinate, oversee, review, and conduct quality control of all employees, contractors, subcontractors, consultants and suppliers needed to meet all requirements of this Scope of Services and the Contract.



2. Negotiate, secure and manage all subcontracts in accordance with OCII's Purchasing Policy, as it may be amended from time to time, located as follows: <https://sfocii.org/sites/default/files/Documents/ContractCompliance/Purchasing%20Policy2011.pdf>. (Refer to Attachment J, Purchasing Policy.)
3. Screen all employees, subcontractors, and other persons engaged in all work pursuant to this Scope of Services and the Contract for any past record relevant to their suitability for their position and responsibilities.
4. Ensure all persons engaged in the work have all training and qualifications required by all applicable regulations and statutes, and all training and qualifications necessary or appropriate for all work performed.
5. Obtain, maintain and provide all insurance coverage needed to meet all requirements of this Scope of Services and the Contract.
6. Ensure compliance with all local, State and Federal codes and regulations pertaining to, and attend to all legal responsibilities pertaining to, all work pursuant to this Scope of Services and the Contract.
7. Act as OCII's agent to enforce construction guarantees on new Facilities during their warranty periods.
8. Ensure all required licensing and bonding for the Contractor, all employees and subcontractors, and all other persons engaged in all work pursuant to this Scope of Services and the Contract.
9. Comply with all requirements of Article 22B and Article 31 of the San Francisco Health Code and City and County of San Francisco Department of Public Works Order Number 171,378, which address dust control related to construction, development, excavation and other soil disturbance.
10. Provide professional bookkeeping necessary to maintain the records specified in this Contract and keep books available for inspection at all times, and retain them for seven years.
11. Provide all labor, tools, equipment, supplies, manufactured articles, operations, bonds, overhead, profit, taxes, licensing costs, and all other incidentals necessary to complete the work pursuant to the Approved Budget at Contractor's sole expense and at no cost to OCII other than the fees agreed on in the Contract.
12. Transfer utility services to the Contractor and pay utility bills.

### C. Facilities Reservations

Members of the public will be allowed to reserve for temporary exclusive use locations within the parks and the community room (“**Community Room**”) located at the Site Office Building (“collectively, the “**Reservation Facilities**”) for events in accordance with a Facilities reservation and fee program initially approved by OCII. Permits will be required for temporary exclusive use by members of the public.

Contractor will:

1. Prepare, maintain and annually update a Facilities Fee Schedule for temporary exclusive use of the Facilities or portion thereof. The Facilities Fee Schedule will be submitted and approved as part of the annual budget process.
2. Receive all permit requests from the public to use the Reservation Facilities, and ensure that permittees secure all appropriate local, State, and Federal permits, as applicable, prior

to the Contractor's issuance of a permit.

3. Issue permits for temporary exclusive use subject to the Event Guidelines, Reservation Policy and Fee Schedule described in Attachment C, Reporting Requirements and Deliverables, as approved by OCII, including collection of fees and evidence of insurance (if necessary). The issuance of permits will be done in accordance with the Event Guidelines.
4. Coordinate all permit requests to avoid conflicting activities, including coordination with OCII and OCII's Site Office contractor, obtain information on all planned uses organized by the Site Office contractor, including but not limited to meetings in the Community Room held by the Mayor's Hunters Point Shipyard CAC, OCII, and Legacy Foundation for Bayview Hunters Point; Developer and OCII workshops (approximately 6 per month); meetings of BVHP Area residents, businesses and the general public; and note all such uses in the master reservation calendar. The Contractor will not approve any permit reservation that conflicts with such uses.
5. Provide access to all areas for approved events as needed; observe set-up and installation of all furnishings, equipment or structures; provide guidance as needed for safety and prevention of damage to Facilities; and clean up and restore impacted areas to their original state following approved events.
6. If a violation of permit conditions or negligence by permittee occurs, manage the process including providing notice to permittee as needed, submitting insurance claims including all required documentation, and undertaking all other actions necessary to recover costs arising from any claims or violations. Contractor will immediately notify OCII when claims or violations occur.
7. Ensure that limitations on occupancy and other life-safety codes are strictly enforced at all events.
8. Receive payments for permits. Payments by check will be made out to OCII. Checks will be submitted to OCII upon receipt.

## **Section II: Landscape, Streetscape and Open Space Maintenance**

### **A. General**

Contractor will perform the landscape, streetscape and open space maintenance services set forth in this Section at the frequencies indicated in **Exhibit B-2, Frequency Schedules**, attached to this Attachment B. Contractor will:

1. Perform and oversee all landscape operations for all Facilities.
2. Maintain the outdoors and landscape components in an attractive, usable, and safe condition.
3. Provide supervised labor as necessary to maintain the landscape components in an attractive, usable, and safe condition, pursuant to OCII specifications and manufacturer specifications.
4. Provide all landscape maintenance supplies and all equipment necessary for landscape maintenance tasks, including fuel and maintenance and repair tools.
5. Maintain all areas in a neat and orderly appearance. Remove all debris generated by maintenance work at the completion of each service.
6. Properly dispose of all rubbish, green waste, and recycling materials in the appropriate trash bins.

## B. Lawn and Ground Cover

Lawns will be healthy with an even and uniform surface, color, and soil moisture that benefits the lawn without disrupting the user's experience. Lawns will not exhibit dead areas, bare spots and will be pest-free and weed-free. Ground cover will be healthy with a neat appearance.

1. Provide all work necessary to maintain lawn in vigorous, healthy condition, including but not limited to, mowing, watering, clipping removal, edging, dethatching, aerating, fertilizing, cultivation weeding, controlling disease and pests, and reseeding/replacing lawn. Perform work in accordance with Exhibit B-2, Frequency Schedules.
2. Maintain lawns at height of 2.5 to 3 inches.
3. Edge trees, curbs, sidewalks, beds, buildings, sprinklers, valve boxes, meter boxes, etc. to ensure that the lawns look groomed and neat at all times.
4. For ground cover, provide all work specified for lawns, except mowing and dethatching.
5. Trim ground cover as necessary to re-invigorate growth and maintain neat appearance.
6. Prevent and control any erosion potential.

## C. Trees

Trees shall provide shade, wind breaks, sound attenuation, and otherwise enhance the parks or landscape setting. Tree height and shape shall be appropriate to the species and stage of growth. Tree branching structures shall be healthy, attractive and free of hazards. Trees shall not exhibit broken or cracked limbs or suckers.

1. Prune as needed to maintain the General Standards. All tree pruning shall comply with the Pruning Standards for Trees: City and County of San Francisco: (<http://sfpublicworks.org/services/tree-pruning>)
2. Trim or remove tree limbs such that they are eight feet (8') above pedestrian areas including lawn, and to fifteen feet (15') above vehicular areas.
3. Stake 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.
4. Protect trunks when edging, weeding, or mowing such that trunks are not scarred in any way.
5. Report damaged trees requiring removal and replacement to OCII and remove and replace them within thirty (30) days of OCII's authorization. Replacement trees shall be of the same size and species, up to 36" box trees. If the size and species cannot be matched, the Contractor shall recommend an appropriate replacement size and species.

## D. Shrubs, Perennials and Planters

Shrubs, ground cover, perennials and planters will exhibit a healthy, attractive condition and be weed-free. They will not extend beyond curbs onto sidewalks, pavement, buildings or lawn areas.

1. For shrubs, provide all work as specified for trees, as applicable.
2. Apply special mulching and fertilizers to acid-loving plants.

3. Maintain edges and shrubs along fences and walls at the height of the fence or wall, or a height approved by OCII.
4. Periodically deadhead and trim flowering shrubs and perennials to remove wilted blossoms and other defects.

#### E. Replacement of Trees, Shrubs, Groundcover and Lawns

Contractor will replace, at Contractor's expense, plant material that is damaged or disfigured as a result of negligent acts or omissions in the performance of the work. Replacements shall be of similar size and species as damaged or disfigured plants.

#### F. Irrigation

Contractor will:

1. Program all irrigation controllers to deliver optimum water to each plant type at the lowest cost with maximum resource conservation.
2. 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>).
3. Deliver irrigation primarily between 5:00 p.m. and 8:00 a.m., and whenever possible outside of hours when parks are open.
4. Perform preventative maintenance inspections as needed; check all irrigation zones for operation; and routinely inspect lawn, plant materials and trees for signs of stress or damage. Initiate all needed repairs within 24 hours of discovery.

#### G. 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 Board of Supervisors in 1996. Contractor will:

1. Identify and implement an IPM plan that minimizes the use of toxic chemical and eliminates pests by methods that pose a lower risk to public and environmental health. Contractor shall identify and implement an IPM plan as outlined:
2. 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.
3. Monitor pest ecosystem to determine pest population, size, occurrence and natural predator population if present.
4. 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 the least disruptive effect on the environment.
5. 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.
6. Determine the most effective treatment time, based on pest biology and other variables,

such as weather, seasonal changes in wildlife use, and local conditions.

7. Monitor treatment to evaluate effectiveness and continue monitoring records for inclusion in the IPM implementation plan.
8. Implement the San Francisco IPM Compliance Checklist located as follows:  
<https://sfenvironment.org/download/2016-reduced-risk-pesticide-list-and-compliance-checklist-final>

#### H. Open Spaces, Unplanted Areas and Unpaved Walkways

Open spaces are areas used primarily for passive natural habitat. The passive open space at Hillpoint Park and the Hilltop Open Space (“**Open Spaces**”) generally do not contain lawns for public use, decorative plantings, site furnishings, or play structures. They contain certain unpaved walkways and paths with porous surfaces for public use, and retaining walls, drainage ditches and subdrains.

1. Open Spaces shall be free of trash, graffiti, invasive species, and excessive dead plant material.
2. The Contractor shall maintain trees and plants in the Open Spaces as needed to remove hazards and maintain public safety.
3. Unpaved surfaces will be free of weeds, debris, litter and standing water from irrigation such that the attractive appearance and safety of the area are maintained.
4. Unpaved walkways shall be maintained in a smooth, level and safe condition.

#### I. Paved Surfaces

Paved surfaces include sidewalks, pathways and other areas topped with concrete, brick, pavers and asphalt. Contractor will:

1. Maintain the attractive appearance and safety of the area.
2. Maintain paved surfaces such that they are free of sand, decomposed gravel, litter, debris, leaves, weeds, and standing water from irrigation.
3. Keep paved surfaces cleaned of graffiti, spills, gum, paint, chalk, dirt and debris.

#### J. Slope Drainage Infrastructure

Some of the Facilities contain retaining walls, subdrains, subdrain cleanouts, sand traps, v-ditches and other surface ditches (collectively, “**Slope Drainage Infrastructure**”) that channel runoff and ground water and stabilizes slopes and hillsides.

1. The Contractor will maintain the Slope Drainage Infrastructure in accordance with **Slope and Drainage Maintenance Guidelines**, (See Attachment A-1, Site Plans, Exhibit k, Slope and Drainage Maintenance Guidelines) and provide the services of an appropriately qualified Engineer or Geologist for inspection of lined surface ditches in accordance with Exhibit B-2, Frequency Schedules.
2. The Slope Drainage Infrastructure runs through both OCII’s property and some adjacent properties owned by private parties or other entities. The Contractor will coordinate maintenance of OCII’s Slope Drainage Infrastructure with the private parties and other entities responsible for the maintenance of their Slope Drainage Infrastructure. To the extent all parties intend to engage a single separate entity specifically to manage all or a part of the Slope Drainage Infrastructure, these portions of the Facilities will be removed

from the Contract in OCII's sole discretion.

K. Site Furnishings

Site furnishings include, but are not limited to, benches; picnic tables; trash/recycling receptacles; drinking fountains; barbecue grills and coal bins; signage; playground structures, one with fence with gates (see below); and park rules signs. The Contractor will:

1. Inspect site furnishings in accordance with Exhibit B-2, Frequency Schedules, for condition and defects.
2. Pressure wash or clean site furnishings as needed to maintain them in a clean condition.
3. Inspect furnishings for corrosion and take necessary preventative and curative action.

L. Playgrounds

Two playground structures are located at Innes Court Park. The Contractor will:

1. Perform on an ongoing basis safety inspections of the playground equipment.
2. Maintain playgrounds in accordance with Exhibit B-2, Frequency Schedules, to ensure an even distribution of material across the surface.
3. Remove all trash, litter, and organic and non-organic debris from play areas immediately upon discovery.
4. Empty trash and recycling containers as necessary.

M. Works of Public Art

The parks feature public artworks in locations in four Facilities. Regular maintenance of the artworks will extend their longevity.

1. The Contractor shall maintain works of public arts in accordance with the **Public Art Conservation and Maintenance Report** (see Attachment A-1, Site Plans, Exhibit h, Public Art Conservation and Maintenance Report).

N. Signage

The Contractor will clean the park rules and other signs and remove graffiti such that the signs are readable. As necessary, damaged signs will be repaired, removed and replaced.

O. Lighting fixtures

Contractor will maintain all lighting fixtures in good working order, with light bulbs replaced as needed and grime removed from glass to ensure effective illumination.

P. Stormwater Management Best Management Practices (BMPs)

Stormwater management BMPs are surface features which mitigate the quality and quantity of urban runoff. BMPs include vegetated swales and bioretention cells. BMPs are located on several of the Facilities, in locations indicated in the **BMP Locations and Maintenance Checklist** (see Attachment A-1, Site Plans, Exhibit 1, BMP Locations and Maintenance Checklist).

1. The Contractor will maintain all BMPs in accordance with Exhibit B-5, BMP Locations and Maintenance Checklist.

Q. Trash Removal and Recycling

The Contractor will keep all outdoor Facilities free of litter and trash after each landscape service (see below for Site Office Building trash removal and recycling).

**Section III: Janitorial Services**

The Contractor will perform janitorial services to keep the Facilities in well-maintained and clean conditions. Janitorial services at the Site Office Building include the Community Room, common areas, and restrooms. The services will be performed at the frequencies indicated in Exhibit B-2, Frequency Schedules.

A. General

Provide janitorial services. The Contractor will:

1. Perform steam cleaning, sweeping, blowing, graffiti abatement on pathways and other areas topped with concrete, brick, pavers and asphalt.
2. Provide additional janitorial services after a permitted event. All additional janitorial services for permitted events are to be paid for by the permittee. (The Site Office manager has responsibility for clean up after the meetings it supports and manages pursuant to its contract.)

B. Litter Control and Trash Removal

1. Control litter throughout Facilities.
3. Remove litter from all parks, streetscapes and open space. Properly dispose of all rubbish, green waste, and recycling materials in the appropriate trash bins.
2. Empty all external trash and recycling receptacles as needed and wipe them down.

C. Site Office Building Maintenance

The Site Office Building will be maintained in an attractive, clean and hazard-free condition. Surfaces will be dust-free. Glass will be free of smudges, dust and grime. Floors and carpets will be free of dust, debris and stains. Walls will be free of smudges and markings.

1. Regularly inspect, service and maintain in good working order all electrical and plumbing fixtures, air conditioning, exhaust fans, heat pumps, water heaters, thermostats, and photovoltaic systems. Clean and maintain dust free vents, air grilles and air conditioning diffusers. Maintain lighting fixtures free of dust and grime for maximum lighting efficiency.
2. Maintain all building systems in accordance with the Site Office Building Systems Manual, and in accordance with plans, specifications, and manufacturer's recommendations.
4. Inspect floors, doors, windows, lighting and plumbing fixtures, and building furnishings monthly for condition and defects and initiate needed repairs as necessary. Maintain doors and windows to operate smoothly as designed without requiring excessive force. Clean and

- lubricate hinges, knobs, locks, bolts, latches and other hardware. Touch up or repaint walls as necessary.
5. Maintain carpeting and flooring in conditions that are flat, smooth and even and free of rips, tears, holes, bumps, and raised sections, such that they do not present a tripping or slipping hazard. Dustmop all resilient and composition floors with treated dust mops. Damp mop to remove spills and water stains as required. Vacuum and spot clean carpets as needed.
  6. Conduct semi-annual maintenance on HVAC units, and clean condenser coils and replace filters as needed.
  7. Maintain the Site Office Building such that it is free of pests.
  8. Restrooms: Stock restrooms with paper towels, toilet tissue, seat covers and hand soap at all times. Regularly clean restroom toilets, toilet seats, urinals, sinks, faucets, mirrors, electric hand dryers, tiling, walls, doors, partitions and other furnishings. Clean with non-scratch disinfectant cleaner. Clean and mop floors regularly with disinfectant solution.
  9. Empty all waste, trash and recycling receptacles as needed. Wipe the exterior of containers and change liners as needed. Adhere to building recycling program. Remove paper or cardboard to designated recycling area. Remove all trash from floors and place in designated trash areas.
  10. Remove fingerprints, dirt smudges, graffiti, etc., from all doorframes, glass partitions, light switches, and walls.
  11. Clean, sanitize and polish drinking fountain. Empty wastewater as needed.
  12. Clearly mark from all directions of approach all wet floors and other temporary hazards existing during janitorial servicing.
  13. Following each janitorial service, return chairs, wastebaskets and other furnishings to their original positions.
  14. Keep building floor areas clear and free of equipment not in use, furniture not in use, cords and cables, and all other tripping hazards at all times. Keep all corridors, doorways, stairs, and access panels free of obstacles at all times.
  15. Storage. Storage items will be placed such that they are secure and stable, do not create hazards, and do not obstruct doors, corridors, steps, access panels, or other storage. Heavy items will be stored near the floor level and will not present a falling hazard.
  16. Janitorial Closet. Stock janitorial closet with all equipment and supplies needed for routine maintenance and cleaning at all times. Maintain the closet in a neat and orderly fashion. Cleaning chemicals and any other potentially hazardous materials will be labeled, kept in locked storage in the janitorial closet, and handled and stored pursuant to all local, State and Federal regulations at all times. Discard any old chemicals and general trash. At all times, post in the Janitorial Closet in a prominent and visible locations current Materials Safety Data Sheets (“MSDS”) for all cleaning chemicals used or present, the Custodial Handbook, and emergency phone numbers. Comply with all local, State, and Federal health and safety laws.



#### **Section IV: Major Facilities Repair**

- A. The following Facilities repair services will be performed at the request of OCII.
1. Advise OCII immediately of any necessary major repairs or replacement of landscape items. Contractor will submit cost estimates of repairs for OCII Executive Director approval. Repairs or replacements required as a result of Contractor's negligence will be made at Contractor's expense. The Contractor will make approved repairs and replacement in a timely manner and in accordance with OCII specifications.
  2. Advise OCII immediately upon discovery of any defect, damage, failure, or other significant need for repair, replacement or maintenance that cannot be resolved in the course of regular maintenance procedures. Subject to OCII approval of the work, the Contractor will 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.
  3. Assume sole responsibility for any repairs or replacements required due to negligence by the Contractor or its subcontractors, and provide such repairs or replacements at Contractor's sole expense and at no cost to OCII. Replacements must be similar to the items replaced.
  4. Remove any hazard in the Facilities immediately upon discovery by safe and commonly approved methods complying with all applicable local, State and Federal laws and regulations. The Contractor shall arrange and oversee the work of contractors and consultants and coordinate with public safety officials and emergency response personnel as appropriate to respond to the hazard and maintain public safety. The Contractor 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.

#### **Section V: As Needed Services**

- A. From time to time and at the request of OCII, the Contractor will perform the following as needed services:
1. Attendance at meetings of the CAC and the Commission.
  2. Inspection of new Facilities and provision of comments related to operations and maintenance.
  3. Provide any and all tasks as requested by OCII and pursuant to the process for scope modifications and budget amendments of the Contract under Sections V(E) and XXIII(D)(2) and (3) as needed.

**Exhibits to Attachment B, Scope of Services**

Exhibit B-1      Park Rules and Regulations

Exhibit B-2      Frequency Schedules

**COMMISSION ON COMMUNITY INVESTMENT AND INFRASTRUCTURE**

**RESOLUTION NO. 18-2017**

*Adopted May 16, 2017*

**ESTABLISHING PARK RULES FOR CANDLESTICK POINT AND HUNTERS POINT SHIPYARD PARKS; HUNTERS POINT SHIPYARD PROJECT AREA AND BAYVIEW HUNTERS POINT REDEVELOPMENT PROJECT AREA**

WHEREAS, The Redevelopment Agency of the City and County of San Francisco (“Former Agency”) has entered into (i) the Hunters Point Shipyard Phase 1 Disposition and Development Agreement (“Phase 1 DDA”) with HPS Development Co., LP and (ii) the Candlestick Point-Hunters Point Shipyard Phase 2 Disposition and Development Agreement (“Phase 2 DDA”) with CP Development Co., LLC; and,

WHEREAS, Pursuant to California Health and Safety Code §§ 34170 *et seq.*, the Former Agency was dissolved as of February 1, 2012, and the Successor Agency to the Redevelopment Agency of the City and County of San Francisco (commonly known as the Office of Community Investment and Infrastructure) (“OCII”) is responsible for meeting certain enforceable obligations of the Former Agency, including those enforceable obligations established in the Phase 1 DDA and the Phase 2 DDA; and,

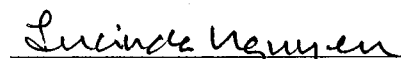
WHEREAS, Among these are enforceable obligations to oversee the construction of public parks and open spaces at Hunters Point Shipyard Phase 1, Hunters Point Shipyard Phase 2, and Candlestick Point (“Public Parks”) by HPS Development Co., LP and CP Development Co., LLC; and to operate the Public Parks following their construction; and,

WHEREAS, The establishment of rules and regulations regarding use of the Public Parks will promote their safe use and enjoyment by members of the public; now, therefore be it

RESOLVED, That the Commission hereby adopts the park rules and regulations attached hereto as Exhibit A for all public parks and open spaces at Hunters Point Shipyard Phase 1, Hunters Point Shipyard Phase 2, and Candlestick Point, in the Hunters Point Shipyard Project Area and the Bayview Hunters Point Project Area; and, be it further

RESOLVED, That the Commission hereby authorizes the Executive Director to amend the park rules and regulations as may be necessary or appropriate to promote the safe use and enjoyment of the Public Parks by members of the public; and to take such other actions as may be necessary to effectuate the purpose or intent of this resolution.

I hereby certify that the foregoing resolution was adopted by the Commission at its meeting of May 16, 2017.

  
Interim Commission Secretary

## **EXHIBIT A**

### **HUNTERS POINT SHIPYARD PHASE 1, HUNTERS POINT SHIPYARD PHASE 2, AND CANDLESTICK POINT PARK RULES AND REGULATIONS**

1. The following activities are prohibited: littering; dumping; making graffiti; smoking; using motorized vehicles except devices to assist the disabled; feeding or disturbing birds or other animals; and camping.
2. The following activities are prohibited except in designated areas: keeping pets off-leash; bicycling; skateboarding; roller-skating; boat launching; and using barbecues or open flames.
3. The following activities are prohibited except with a permit: drinking alcoholic beverages; using amplified sound; and posting signs.
4. Pet owners are required to remove their pets' waste.
5. Parks shall generally be open from 6:00 a.m. until 10:00 p.m.

**Attachment B**  
**Exhibit B-2**  
**Frequency Schedules**

**Exhibit B-2a  
Site Office Building Frequency Schedules**

**Frequency Schedule of Landscape Maintenance**

**Site Office**

<b>A.</b>	<b>Lawn Care</b>	<b>Daily</b>	<b>Weekly</b>	<b>Bi-Weekly</b>	<b>Monthly</b>	<b>X/Year</b>	<b>As Needed</b>	<b>Comments</b>
1	Leaf Litter Removal	X						
2	Clipping Removal		X					
3	Neat Appearance	X						
4	Weed Control- Hand pulling		X					
5	Irrigation Programming		X					
6	Irrigation Check					2X		
7	Fertilize					4X		Various areas will performed each week
8	Pest Control							
	a. Monitor		X					
	b. Treat turf with Fertilizer including Dimension					4		
9	Mow		X					
10	Edge		X					
11	Aeration					4		Spot aeration of turf areas after events as needed.
12	Dethatch						X	As Needed
13	Overseed turf after events						X	
<b>B.</b>	<b>Ground Cover Care</b>	<b>Daily</b>	<b>Weekly</b>	<b>Bi-Weekly</b>	<b>Monthly</b>	<b>X/Year</b>	<b>As Needed</b>	<b>Comments</b>
1	Leaf Litter Removal	X						
2	Trash Removal		X					
3	Neat Appearance		X					
4	Weed Control - Hand pulling							
5	Irrigation Programming						X	
6	Irrigation Check					2X		
7	Fertilize					4X		
8	Pest Control							
	a. Monitor		X					
	b. Snails					4		
	c. Other Treatments					4		
9	Prune						X	
10	Edge						As needed	
11	Cultivate						X	
<b>C.</b>	<b>Tree &amp; Shrub Care</b>	<b>Daily</b>	<b>Weekly</b>	<b>Bi-Weekly</b>	<b>Monthly</b>	<b>X/Year</b>	<b>As Needed</b>	<b>Comments</b>
1	Leaf Litter Removal		X					
2	Trash Removal		X					
3	Neat Appearance		X					
4	Weed Control - Hand pulling		X					
5	Irrigation Programming		X					
6	Irrigation Check		X			1		
7	Fertilize					4		
8	IPM							
	a. Monitor		X					
	b. Snails					4		
	c. Treat trees					3		
10	Pruning-Size						X	
11	Pruning-Tree Roots							As needed
	Inspect shrubs	X						
	Raise plants that have settled							As needed
13	Staking-Remove/Adjust				X			
14	Vine Training				X			

D.	Paved Area Care	Daily	Weekly	Bi-Weekly	Monthly	X/Year	As Needed	Comments
1	Leaf Litter Removal		X					Pathways to be cleared after mowing
2	Trash Removal		X					Cuttings and other debris to be removed after trimming
3	Neat Appearance		X					
4	Weed Control		X					
E.	BMPs	Daily	Weekly	Bi-Weekly	Monthly	X/Year	As Needed	Comments
	Clean					2xs		Work with Engineer
F.	Special Considerations	Daily	Weekly	Bi-Weekly	Monthly	X/Year	As Needed	Comments
1	Site Reviews/Inspections				X			With OCII staff
2	Landscape Maintenance Report				X			Includes Water Management
3	Irrigation Report					1		Provide specifics, Re: condition of system
5	Replace Controller Batteries					1		
6	Soil Moisture Checks		X	X				Bi-weekly - trees
7	Soil Sample Testing					2		
8	Soil Compaction Tests					4		
9	Clean Valve Boxes					1		
10	Equipment Cleaning/Maintenance		X					
11	Mulch Replenishment				X			

Frequency Schedule Janitorial and General Maintenance

**Site Office Building**

	Daily	X/Wk	Weekly	Monthly	X/Year	Other	Comments
<b>Litter Control</b>							
Control litter	X						
Empty trash receptacles	X						
Control litter after events						Per event	
<b>Pavement (colored asphalt, concrete, pavers)</b>							
Sweep	X						
Steam Clean (excluding pavers)						As needed	
Buff Clean – Pavers						As needed	With stone scrubber machine
Inspect for lifts/cracks			X				Provide condition report to Property Mgr.
<b>Walls and Interior/Exterior Surfaces</b>							
Clean Surfaces	X						
Remove postings/graffiti	X						Immediately
Clean glass Site Building and doors					2		
Wipe fingerprints on surfaces	X						
Clean water fountain	X						
<b>Site furniture</b>							
Cleaned	X						
<b>Signage</b>							
Inspect	X						
Remove postings/graffiti							Immediately
Clean			X				
<b>Interior spaces</b>							
Main Room- Dust/Vacuum	X						
Mechanical Room				2X			
Other incidental spaces		1					
Empty trash receptacles	X						
High and low cleanings			X				
<b>Restrooms</b>	X						
Clean	X						Continuously
Stock	X						Continuously
Clean janitorial closet & disinfect slop sink	X						



## Frequency Schedule Hardscape/Engineering Maintenance

### Site Office Building

	Daily	X/Wk	Weekly	Monthly	X/Year	Other	Comments
<b>Pavement</b>							
Inspect for lifts/cracks			X				
Repair						As Needed	Per Specifications
<b>Hardscape pathways</b>							
Inspect	X						
Repair							Immediately
Preventative Maintenance					4X		
<b>Pavers</b>							
Inspect	X						
Repair							As soon as possible
Preventative Maintenance					4X		
<b>BMPs</b>							
Inspect					2X		Spring / Winter Annual Inspection
Clear					2X		
<b>Walls and Exterior surfaces</b>							
Apply & maintain graffiti sealant					1		
Inspect	X						
Touch-up or repaint						As needed	
<b>Site Furniture</b>							
Maintain			X				
Inspect	X					Regularly	
<b>Building Systems</b>							
Maintain							As needed
<b>HVAC</b>							
Inspect Condenser Coils			X				
Maintain					4X		
Change Filters					2X		
<b>Lighting and Electrical</b>							
Inventory all light bulbs and build stock				X			Initially and on an ongoing basis
Replace lamps							As necessary
Clean fixtures							As necessary
Inspect for Maintenance					4		Per manufacturers recommendations
Routine Maintenance			X				
Perform a preventative maintenance program for mechanical & lighting						As Needed	
<b>Plumbing</b>							
Inspect drains				X		As needed	
Backflow device testing					1		
Inspect water meters				X			
Inspect water pumps	X						
Service water pumps	x						
Inspect Restroom Facilities		X					
Repair Restroom Fixtures							Immediately
<b>Storm System, Sanitary System, City Water &amp; Fire Loop</b>							
Inspect to ensure working order	X					Regularly	
Repair breaks/damage							Immediately
Clear pipes and clean outs				X		As necessary	
Clear lines				X			As necessary
Maintenance						As needed	
Inspect subcontractors maintenance				X			
<b>Signage</b>							Change information as necessary
Inspect	X						
Repair						As needed	

**Frequency Schedule of Landscape Maintenance**

**Hillpoint Park & Galvez Overlook/Coleman Promenade**

<b>A.</b>	<b>Lawn Care</b>	<b>Daily</b>	<b>Weekly</b>	<b>Bi-Weekly</b>	<b>Monthly</b>	<b>X/Year</b>	<b>As Needed</b>	<b>Comments</b>
1	Leaf Litter Removal	X						
2	Clipping Removal		X					
3	Neat Appearance	X						
4	Weed Control- Hand pulling		X					
5	Irrigation Programming		X					
6	Irrigation Check					2X		
7	Fertilize							
8	Pest Control							
	a. Monitor		X					
	b. Treat turf with Fertilizer including Dimension					4		
9	Mow		X					
10	Edge		X					
11	Aeration							Spot aeration of turf areas after events as needed.
12	Dethatch							As Needed
13	Overseed turf after events							
<b>B.</b>	<b>Ground Cover Care</b>	<b>Daily</b>	<b>Weekly</b>	<b>Bi-Weekly</b>	<b>Monthly</b>	<b>X/Year</b>	<b>As Needed</b>	<b>Comments</b>
1	Leaf Litter Removal	X						
2	Trash Removal		X					
3	Neat Appearance		X					
4	Weed Control - Hand pulling							
5	Irrigation Programming						X	
6	Irrigation Check					2X		
7	Fertilize					4X		
8	Pest Control							
	a. Monitor		X					
	b. Snails					4		
	c. Other Treatments					4		
9	Prune						X	
10	Edge						As needed	
11	Cultivate						X	
<b>C.</b>	<b>Tree &amp; Shrub Care</b>	<b>Daily</b>	<b>Weekly</b>	<b>Bi-Weekly</b>	<b>Monthly</b>	<b>X/Year</b>	<b>As Needed</b>	<b>Comments</b>
1	Leaf Litter Removal		X					
2	Trash Removal		X					
3	Neat Appearance		X					Trim and deadhead to remove wilted blossoms
4	Weed Control - Hand pulling		X					
5	Irrigation Programming		X					
6	Irrigation Check		X			1		
7	Fertilize					4		
8	IPM							
	a. Monitor		X					
	b. Snails					4		
	c. Treat trees					3		
10	Pruning-Size						X	
11	Pruning-Tree Roots							As needed
	Inspect shrubs	X						
	Raise plants that have settled							As needed
13	Staking-Remove/Adjust				X			
14	Vine Training				X			

D.	Paved Area Care	Daily	Weekly	Bi-Weekly	Monthly	X/Year	As Needed	Comments
1	Leaf Litter Removal		X					Pathways to be cleared after mowing
2	Trash Removal		X					Cuttings and other debris to be removed after trimming
3	Neat Appearance		X					
4	Weed Control		X					
D.	BMPs	Daily	Weekly	Bi-Weekly	Monthly	X/Year	As Needed	Comments
	Clean and Detail					2X		
E.	Special Considerations	Daily	Weekly	Bi-Weekly	Monthly	X/Year	As Needed	Comments
1	Site Reviews/Inspections				X			With OCII staff
2	Landscape Maintenance Report				X			Includes Water Management
3	Irrigation Report					1		Provide specifics, Re: condition of system
5	Replace Controller Batteries					1		
6	Soil Moisture Checks		X	X				Bi-weekly - trees
7	Soil Sample Testing					2		
8	Soil Compaction Tests					4		
9	Clean Valve Boxes					1		
10	Equipment Cleaning/Maintenance		X					
11	Mulch Replenishment				X			

**Frequency Schedule Janitorial and General Maintenance**

**Galvez Overlook, /Coleman Promenade & Hillpoint Park**

	Daily	X/Wk	Weekly	Monthly	X/Year	Other	Comments
<b>Litter Control</b>							
Control litter	<b>X</b>						
Empty trash receptacles	<b>X</b>						
Control litter after events						Per event	
<b>Pavement (colored asphalt, concrete, pavers)</b>							
Sweep	<b>X</b>						
Steam Clean (excluding pavers)						As needed	
Buff Clean – Pavers						As needed	With pressure washer and/or hydro twister
Inspect for lifts/cracks			<b>X</b>				Provide condition report to Property Mgr.
<b>Walls and Exterior Surfaces</b>							
Clean Surfaces	<b>X</b>						
Remove postings/graffiti	<b>X</b>						Immediately
<b>Site furniture</b>							
Cleaned	<b>X</b>						
<b>Signage</b>							
Inspect	<b>X</b>						
Remove postings/graffiti							Immediately
Clean			<b>X</b>				

## Frequency Schedule Hardscape/Engineering Maintenance

### Hillpoint Park Galvez Overlook/Coleman Promenade

	Daily	X/Wk	Weekly	Monthly	X/Year	Other	Comments
<b>Pavement</b>							
Inspect for lifts/cracks			X				
Repair						As Needed	Per Specifications
<b>Hardscape pathways</b>							
Inspect	X						
Repair							Immediately
Preventative Maintenance					4X		
<b>Pavers</b>							
Inspect	X						
Repair							As soon as possible
Preventative Maintenance					4X		
<b>Slope Drainage Maintenance</b>							
Inspect					2X		
Clean					2X		Spring and Winter
<b>Walls and Exterior surfaces</b>							
Apply & maintain graffiti sealant					1		
Inspect	X						
Touch-up or repaint						As needed	
<b>Site Furnishings</b>							
Maintain			X				
Inspect	X					Regularly	
Pressure wash or clean						As needed	
<b>Lighting and Electrical</b>							
Inventory all light bulbs and build stock				X			Initially and on an ongoing basis
Replace lamps							As necessary
Clean fixtures							As necessary
Inspect for Maintenance					4		Per manufacturers recommendations
Routine Maintenance			X				
Perform a preventative maintenance program for mechanical & lighting						As Needed	
<b>Plumbing</b>							
Inspect drains				X		As needed	
Backflow device testing					1		
Inspect water meters				X			
Inspect water pumps	X						
Service water pumps	x						
<b>Storm System, Sanitary System, City Water &amp; Fire Loop</b>							
Inspect to ensure working order	X					Regularly	
Repair breaks/damage							Immediately
Clear pipes and clean outs				X		As necessary	
Clear lines				X			As necessary
<b>Irrigation Oversight</b>							
Maintenance						As needed	
Inspect subcontractors maintenance				X			
<b>Public Art Work</b>							
Inspect	X						Change information as necessary
Repair						As needed	
<b>BMPs</b>							
Inspect / Clear Drains					2X		Winter and Spring – Annual Inspection

**Exhibit B-2c  
Hilltop Open Space Frequency Schedules**

**Frequency Schedule of Landscape and Janitorial Maintenance**

**Hilltop Open Space**

<b>B.</b>	<b>Ground Cover Care</b>	<b>Daily</b>	<b>Weekly</b>	<b>Bi-Weekly</b>	<b>Monthly</b>	<b>X/Year</b>	<b>As Needed</b>	<b>Comments</b>
1	Leaf Litter Removal						X	
2	Litter and Trash Removal		X					
3	Neat Appearance		X					
4	Weed Control - Hand pulling							
5	Pest Control							
	a. Monitor			X				
	b. Snails					1		
	c. Other Treatments					1		
6	Prune						X	
<b>C.</b>	<b>Tree &amp; Shrub Care</b>	<b>Daily</b>	<b>Weekly</b>	<b>Bi-Weekly</b>	<b>Monthly</b>	<b>X/Year</b>	<b>As Needed</b>	<b>Comments</b>
1	Leaf Litter Removal						X	
2	Litter and Trash Removal		X					
3	Neat Appearance				X			
8	IPM							
	a. Monitor				X			
	b. Snails							
	c. Treat trees							
10	Pruning-Size							As needed
11	Pruning-Tree Roots							As needed
13	Staking-Remove/Adjust							
<b>D.</b>	<b>Slope Drainage</b>	<b>Daily</b>	<b>Weekly</b>	<b>Bi-Weekly</b>	<b>Monthly</b>	<b>X/Year</b>	<b>As Needed</b>	<b>Comments</b>
1	Leaf Litter Removal					2X		Spring / Winter
2	Litter and Trash Removal					2X		Spring / Winter
<b>G.</b>	<b>Special Considerations</b>	<b>Daily</b>	<b>Weekly</b>	<b>Bi-Weekly</b>	<b>Monthly</b>	<b>X/Year</b>	<b>As Needed</b>	<b>Comments</b>
1	Site Reviews/Inspections				X			With OCII staff
2	Landscape and Janitorial Maintenance Report				X			

**Frequency Schedule Hardscape/Engineering Maintenance**

**Hilltop Open Space**

	Daily	X/Wk	Weekly	Monthly	X/Year	Other	Comments
<b>Pavement</b>							
Inspect for lifts/cracks							
Repair							
<b>Hardscape pathways</b>							
Inspect							
Repair							
Preventative Maintenance							
<b>Pavers</b>							
Inspect							
Repair							
Preventative Maintenance							
<b>Lighting and Electrical</b>							
Inventory all light bulbs and build stock							
Replace lamps							
Clean fixtures							
Inspect for Maintenance							
Routine Maintenance							
Perform a preventative maintenance program for mechanical & lighting							
<b>Plumbing</b>							
Inspect drains – flooding				X		As needed	Monitor for flooding or pooling issues
Backflow device testing							
Inspect water meters							
Inspect water pumps							
Service water pumps							
<b>Storm System, Sanitary System, City Water &amp; Fire Loop</b>							
Inspect to ensure working order							
Repair breaks/damage							
Clear pipes and clean outs							
Clear lines							
<b>Slope Drain Maintenance</b>							
Inspect					2X		Spring / Winter
Clear					2X		Spring/Winter

# Exhibit B-2d Innes Court Frequency Schedules

## Frequency Schedule of Landscape Maintenance

### Innes Court

A.	Lawn Care	Daily	Weekly	Bi-Weekly	Monthly	X/Year	As Needed	Comments
1	Leaf Litter Removal	X						
2	Clipping Removal		X					
3	Neat Appearance	X						
4	Weed Control- Hand pulling		X					
5	Irrigation Programming		X					
6	Irrigation Check					2X		
7	Fertilize					4X		Various areas will performed each week
8	Pest Control							
	a. Monitor		X					
	b. Treat turf with Fertilizer including Dimension					4		
9	Mow		X					
10	Edge		X					
11	Aeration					4		Spot aeration of turf areas after events as needed.
12	Dethatch						X	As Needed
13	Overseed turf after events						X	
B.	Ground Cover Care	Daily	Weekly	Bi-Weekly	Monthly	X/Year	As Needed	Comments
1	Leaf Litter Removal	X						
2	Trash Removal		X					
3	Neat Appearance		X					
4	Weed Control - Hand pulling							
5	Irrigation Programming						X	
6	Irrigation Check					2X		
7	Fertilize					4X		
8	Pest Control							
	a. Monitor		X					
	b. Snails					4		
	c. Other Treatments					4		
9	Prune						X	
10	Edge						As needed	
11	Cultivate						X	
C.	Tree & Shrub Care	Daily	Weekly	Bi-Weekly	Monthly	X/Year	As Needed	Comments
1	Leaf Litter Removal		X					
2	Trash Removal		X					
3	Neat Appearance		X					
4	Weed Control - Hand pulling		X					
5	Irrigation Programming		X					
6	Irrigation Check		X			1		
7	Fertilize					4		
8	IPM							
	a. Monitor		X					
	b. Snails					4		
	c. Treat trees					3		
10	Pruning-Size						X	
11	Pruning-Tree Roots							As needed
	Inspect shrubs	X						
	Raise plants that have settled							As needed
13	Staking-Remove/Adjust				X			
14	Vine Training				X			
D.	Paved Area Care	Daily	Weekly	Bi-Weekly	Monthly	X/Year	As Needed	Comments
1	Leaf Litter Removal		X					Pathways to be cleared after mowing
2	Trash Removal		X					Cuttings and other debris to be removed



								after trimming
3	Neat Appearance		X					
4	Weed Control		X					
<b>G.</b>	<b>Special Considerations</b>	<b>Daily</b>	<b>Weekly</b>	<b>Bi-Weekly</b>	<b>Monthly</b>	<b>X/Year</b>	<b>As Needed</b>	<b>Comments</b>
1	Site Reviews/Inspections				X			With OCII staff
2	Landscape Maintenance Report				X			Includes Water Management
3	Irrigation Report					1		Provide specifics, Re: condition of system
5	Replace Controller Batteries					1		
6	Soil Moisture Checks		X	X				Bi-weekly - trees
7	Soil Sample Testing					2		
8	Soil Compaction Tests					4		
9	Clean Valve Boxes					1		
10	Equipment Cleaning/Maintenance		X					
11	Mulch Replenishment				X			

**Frequency Schedule Janitorial and General Maintenance**

**Innes Court**

	Daily	X/Wk	Weekly	Monthly	X/Year	Other	Comments
<b>Litter Control</b>							
Control litter	<b>X</b>						
Empty trash receptacles	<b>X</b>						
Control litter after events						Per event	
<b>Pavement (colored asphalt, concrete, pavers)</b>							
Sweep	<b>X</b>						
Steam Clean (excluding pavers)						As needed	
Buff Clean – Pavers						As needed	Pressure wash and/or hydro twister
Inspect for lifts/cracks			<b>X</b>				Provide condition report to Property Mgr.
<b>Walls and Exterior Surfaces</b>							
Clean Surfaces	<b>X</b>						
Remove postings/graffiti	<b>X</b>						Immediately
<b>Site furniture</b>							
Cleaned	<b>X</b>						
<b>Signage</b>							
Inspect	<b>X</b>						
Remove postings/graffiti							Immediately
Clean			<b>X</b>				
<b>Playground Area</b>							
Clean Fixtures/Disinfect	<b>X</b>						
Rubber matting- hosing off	<b>X</b>					<b>X</b>	Inspect for holes. To be re-sealed every 3 years
Remove Graffiti							Immediately
Sweeping/Raking/Blowing Sand	<b>X</b>						
Spot Cleaning	<b>X</b>						
Garbage removal from cans and planter beds	<b>X</b>						
<b>Public Art Maintenance</b>							
Inspect	<b>X</b>						
Repair / Clean	<b>X</b>						Notify Engineering of damage

## Frequency Schedule Hardscape/Engineering Maintenance

### Innes Court

	Daily	X/Wk	Weekly	Monthly	X/Year	Other	Comments
<b>Pavement</b>							
Inspect for lifts/cracks			X				
Repair						As Needed	Per Specifications
<b>Hardscape pathways</b>							
Inspect	X						
Repair							Immediately
Preventative Maintenance					4X		
<b>Pavers</b>							
Inspect	X						
Repair							As soon as possible
Preventative Maintenance					4X		
<b>Bike Racks</b>							
Inspect							
Repair							
<b>Walls and Exterior surfaces</b>							
Apply & maintain graffiti sealant					1		
Inspect	X						
Touch-up or repaint						As needed	
<b>Site Furniture</b>							
Maintain			X				
Inspect	X					Regularly	
<b>Lighting and Electrical</b>							
Inventory all light bulbs and build stock				X			Initially and on an ongoing basis
Replace lamps							As necessary
Clean fixtures							As necessary
Inspect for Maintenance					4		Per manufacturers recommendations
Routine Maintenance			X				
Perform a preventative maintenance program for mechanical & lighting						As Needed	
<b>Plumbing</b>							
Inspect drains				X		As needed	
Backflow device testing					1		
Inspect water meters				X			
Inspect water pumps	X						
Service water pumps	x						
<b>Storm System, Sanitary System, City Water &amp; Fire Loop</b>							
Inspect to ensure working order	X					Regularly	
Repair breaks/damage							Immediately
Clear pipes and clean outs				X		As necessary	
Clear lines				X			As necessary
<b>Irrigation Oversight</b>							
Maintenance						As needed	
Inspect subcontractors maintenance				X			
<b>Signage</b>							Change information as necessary
Inspect	X						
Repair						As needed	
<b>Play Equipment</b>							
Inspect for safety & other	X						
Repair							Immediately
Check Material	x						Evenly distributed across surface

# Exhibit B-2e Pocket Parks Frequency Schedules

## Frequency Schedule of Landscape Maintenance

### Pocket Park 9, 10, 11, 12, 13, 14, 15, 16

A.	Lawn Care	Daily	Weekly	Bi-Weekly	Monthly	X/Year	As Needed	Comments
1	Leaf Litter Removal	X						
2	Clipping Removal		X					
3	Neat Appearance	X						
4	Weed Control- Hand pulling		X					
5	Irrigation Programming		X					
6	Irrigation Check					2X		
7	Fertilize					4X		Various areas will performed each week
8	Pest Control							
	a. Monitor		X					
	b. Treat turf with Fertilizer including Dimension					4		
9	Mow		X					
10	Edge		X					
11	Aeration					4		Spot aeration of turf areas after events as needed.
12	Dethatch						X	As Needed
13	Overseed turf after events						X	
B.	Ground Cover Care	Daily	Weekly	Bi-Weekly	Monthly	X/Year	As Needed	Comments
1	Leaf Litter Removal	X						
2	Trash Removal		X					
3	Neat Appearance		X					
4	Weed Control - Hand pulling							
5	Irrigation Programming						X	
6	Irrigation Check					2X		
7	Fertilize					4X		
8	Pest Control							
	a. Monitor		X					
	b. Snails					4		
	c. Other Treatments					4		
9	Prune						X	
10	Edge						As needed	
11	Cultivate						X	
C.	Tree & Shrub Care	Daily	Weekly	Bi-Weekly	Monthly	X/Year	As Needed	Comments
1	Leaf Litter Removal		X					
2	Trash Removal		X					
3	Neat Appearance		X					
4	Weed Control - Hand pulling		X					
5	Irrigation Programming		X				X	
6	Irrigation Check		X			1		
7	Fertilize					4		
8	IPM							
	a. Monitor		X					
	b. Snails					4		
	c. Treat trees					3		
10	Pruning-Size						X	
11	Pruning-Tree Roots							As needed
	Inspect shrubs	X						
	Raise plants that have settled							As needed
13	Staking-Remove/Adjust				X			
14	Vine Training				X			

<b>D.</b>	<b>Paved Area Care</b>	<b>Daily</b>	<b>Weekly</b>	<b>Bi-Weekly</b>	<b>Monthly</b>	<b>X/Year</b>	<b>As Needed</b>	<b>Comments</b>
1	Leaf Litter Removal		X					Pathways to be cleared after mowing
2	Trash Removal		X					Cuttings and other debris to be removed after trimming
3	Neat Appearance		X					
4	Weed Control		X					
<b>G.</b>	<b>Special Considerations</b>	<b>Daily</b>	<b>Weekly</b>	<b>Bi-Weekly</b>	<b>Monthly</b>	<b>X/Year</b>	<b>As Needed</b>	<b>Comments</b>
1	Site Reviews/Inspections				X			With OCII staff
2	Landscape Maintenance Report				X			Includes Water Management
3	Irrigation Report					1		Provide specifics, Re: condition of system
5	Replace Controller Batteries					1		
6	Soil Moisture Checks		X	X				Bi-weekly - trees
7	Soil Sample Testing					2		
8	Soil Compaction Tests					4		
9	Clean Valve Boxes					1		
10	Equipment Cleaning/Maintenance		X					
11	Mulch Replenishment				X			

**Frequency Schedule Janitorial and General Maintenance**

**Pocket Park 9, 10, 11, 12, 13, 14, 15, 16**

	Daily	X/Wk	Weekly	Monthly	X/Year	Other	Comments
<b>Litter Control</b>							
Control litter	<b>X</b>						
Empty trash receptacles	<b>X</b>						
Control litter after events						Per event	
<b>Pavement (colored asphalt, concrete, pavers)</b>							
Sweep	<b>X</b>						
Pressure Wash Sidewalks/Paths						As needed	
Inspect for lifts/cracks			<b>X</b>				Provide condition report to Property Mgr.  Fix issue as soon as possible to mitigate injury to the public
<b>Walls and Exterior Surfaces</b>							
Clean Surfaces	<b>X</b>						
Remove postings/graffiti	<b>X</b>						Immediately
<b>Site furnishings</b>							
Cleaned	<b>X</b>						
<b>Public Art Maintenance</b>							
Inspect	<b>X</b>						
Remove postings/graffiti							Immediately
Clean			<b>X</b>				

## Frequency Schedule Hardscape/Engineering Maintenance

### Pocket Park 9, 10, 11, 12, 13, 14, 15, 16

	Daily	X/Wk	Weekly	Monthly	X/Year	Other	Comments
<b>Pavement</b>							
Inspect for lifts/cracks			X				
Repair						As Needed	Per Specifications
<b>Hardscape pathways</b>							
Inspect	X						
Repair							Immediately
Preventative Maintenance					4X		
<b>Pavers</b>							
Inspect	X						
Repair							As soon as possible
Preventative Maintenance					4X		
<b>BMPs</b>							
Inspect			X				
Clean / Detail					2Xs		Spring / Winter and Perform annual inspection
<b>Walls and Exterior surfaces</b>							
Apply & maintain graffiti sealant					1		
Inspect	X						
Touch-up or repaint						As needed	
<b>Site Furniture</b>							
Maintain			X				
Inspect	X					Regularly	
<b>Lighting and Electrical</b>							
Inventory all light bulbs and build stock				X			Initially and on an ongoing basis
Replace lamps							As necessary
Clean fixtures							As necessary
Inspect for Maintenance					4		Per manufacturers recommendations
Routine Maintenance			X				
Perform a preventative maintenance program for mechanical & lighting						As Needed	
<b>Plumbing</b>							
Inspect drains				X		As needed	
Backflow device testing					1		
Inspect water meters				X			
Inspect water pumps	X						
Service water pumps	x						
<b>Storm System, Sanitary System, City Water &amp; Fire Loop</b>							
Inspect to ensure working order	X					Regularly	
Repair breaks/damage							Immediately
Clear pipes and clean outs				X		As necessary	
Clear lines				X			As necessary
<b>Irrigation Oversight</b>							
Maintenance						As needed	
Inspect subcontractors maintenance				X			
<b>Public Art Maintenance/Signage</b>							
Inspect	X						
Repair						As needed	

Exhibit B-2f  
Streetscapes Frequency Schedules

**Frequency Schedule of Landscape Maintenance**

**Streetscapes**

A.	Ground Cover Care	Daily	Weekly	Bi-Weekly	Monthly	X/Year	As Needed	Comments
1	Leaf Litter Removal	X	X					
2	Trash Removal		X					
3	Neat Appearance		X					
4	Weed Control - Hand pulling							
5	Irrigation Programming						X	
6	Irrigation Check							
7	Fertilize							
8	Pest Control							
	a. Monitor		X					
	b. Snails					4		
	c. Other Treatments					4		
9	Prune						X	
10	Edge						X	
11	Cultivate						X	
B.	Tree & Shrub Care	Daily	Weekly	Bi-Weekly	Monthly	X/Year	As Needed	Comments
1	Leaf Litter Removal		X					
2	Trash Removal		X					
3	Neat Appearance		X					
4	Weed Control - Hand pulling		X					
5	Irrigation Programming		X					
6	Irrigation Check		X			1		
7	Fertilize					4		
8	IPM							
	a. Monitor		X					
	b. Snails					4		
	c. Treat trees					3		
10	Pruning-Size						X	
11	Pruning-Tree Roots							As needed
	Inspect shrubs	X						
	Raise plants that have settled							As needed
13	Staking-Remove/Adjust				X			
14	Vine Training				X			
C.	Paved Area Care	Daily	Weekly	Bi-Weekly	Monthly	X/Year	As Needed	Comments
1	Leaf Litter Removal		X					
2	Trash Removal		X					Cuttings and other debris to be removed after trimming
3	Neat Appearance		X					
4	Weed Control		X					
D.	Special Considerations	Daily	Weekly	Bi-Weekly	Monthly	X/Year	As Needed	Comments
1	Site Reviews/Inspections				X			With OCII staff
2	Landscape Maintenance Report				X			Includes Water Management
3	Irrigation Report					1		
5	Replace Controller Batteries					1		
6	Soil Moisture Checks						X	
7	Soil Sample Testing						X	
8	Soil Compaction Tests						X	
9	Clean Valve Boxes					1		



**Frequency Schedule Janitorial and General Maintenance**

**Streetscapes**

Type text here

	Daily	X/Wk	Weekly	Monthly	X/Year	Other	Comments
<b>Litter Control</b>							
Control litter	<b>X</b>						
Empty trash receptacles	<b>X</b>						
<b>Pavement (colored asphalt, concrete, pavers)</b>							
Sweep	<b>X</b>						
Steam Clean (excluding pavers)						As needed	
Buff Clean – Pavers						As needed	Pressure washer
Inspect for lifts/cracks			<b>X</b>				Provide condition report to Property Mgr.
<b>Walls and Exterior Surfaces</b>							
Clean Surfaces	<b>X</b>						
Remove postings/graffiti	<b>X</b>						Immediately
<b>Site furniture</b>							
Cleaned	<b>X</b>						
<b>Signage</b>							
Inspect	<b>X</b>						
Remove postings/graffiti							Immediately
Clean			<b>X</b>				

## Frequency Schedule Hardscape/Engineering Maintenance

### Streetscapes

	Daily	X/Wk	Weekly	Monthly	X/Year	Other	Comments
<b>Pavement</b>							
Inspect for lifts/cracks			X				
Repair						As Needed	Per Specifications
<b>Hardscape pathways</b>							
Inspect	X						
Repair							Immediately
Preventative Maintenance					4X		
<b>Pavers</b>							
Inspect	X						
Repair							As soon as possible
Preventative Maintenance					4X		
<b>Bike Racks</b>							
Inspect	X						
Repair						As needed	
<b>Site Furniture</b>							
Maintain			X				
Inspect	X					Regularly	
<b>Lighting and Electrical</b>							
Inventory all light bulbs and build stock				X			Initially and on an ongoing basis
Replace lamps							As necessary
Clean fixtures							As necessary
Inspect for Maintenance					4		Per manufacturers recommendations
Routine Maintenance			X				
Perform a preventative maintenance program for mechanical & lighting						As Needed	
<b>Plumbing</b>							
Inspect drains				X		As needed	
Backflow device testing					1		
Inspect water meters				X			
Inspect water pumps						As needed	
Service water pumps						As needed	
<b>Storm System, Sanitary System, City Water &amp; Fire Loop</b>							
Inspect to ensure working order				X		Regularly	
Repair breaks/damage							Immediately
Clear pipes and clean outs				X			As necessary
Clear lines				X			As necessary
<b>Irrigation Oversight</b>							
Maintenance						As needed	
Inspect subcontractors maintenance				X			
<b>Signage</b>							Change information as necessary
Inspect	X						
Repair						As needed	

**ATTACHMENT C**

**REPORTING REQUIREMENTS**

The Contractor shall provide reports and/or deliverables to the Executive Director of OCII, or their designee, as indicated in the following chart:

<b>Report and/or Deliverable</b>	<b>Frequency and/or Due Date</b>
<p><b>A. <u>Commencement Report</u></b></p> <p>Contractor will prepare and submit a memorandum with photographs documenting the baseline conditions of each of the Facilities.</p>	Within 30 days of Effective Date/ within 30 days of receipt of a Notice to Proceed
<p><b>B. <u>Park Rules and Regulations</u></b></p> <p>The Contractor will submit recommendations for any proposed changes to the Park Rules and Regulations (see Attachment B, Scope of Services, <b>Exhibit B-1, Park Rules and Regulations</b>). OCII's Executive Director must approve any proposed changes to the Rules and Regulations.</p>	Within 90 Days of the Effective Date and at the Executive Director's request
<p><b>C. <u>Emergency Preparedness Plan</u></b></p> <p>The Contractor will create, implement and update as necessary upon OCII approval, an Emergency Preparedness Plan for the protection of life and property during emergencies which may affect the Facilities. The Plan will outline management and staff responsibilities, evacuation procedures, management and staff duties in an emergency situation, and preventative maintenance such as maintaining life safety inspection and records logs. The Contractor will work cooperatively with the San Francisco Police Department and the San Francisco Fire Department on entrance and exit procedures and will coordinate such procedures with adjacent uses.</p>	Within 90 Days of the Effective Date and subsequently at the Executive Director's request
<p><b>D. <u>Facilities Reservations and Fees</u></b></p> <p>1. <u>Event Guidelines</u>. The Contractor will prepare and submit for OCII approval proposed Event Guidelines for events to be held at the Reservation Facilities. The initial Event Guidelines shall only be required to cover the Community Room located in the Site Office Building, which initially will be the only Facility space available for reservation.</p> <p>2. <u>Facilities Reservation Policy</u>. The Contractor will draft and submit for OCII approval a proposed Facilities Reservation Policy,</p>	<p>Within 90 Days of Effective Date and periodically review at least annually</p> <p>As above</p>

Report and/or Deliverable	Frequency and/or Due Date
<p>addressing reservation by members of the public of Facilities or portions of Facilities for temporary exclusive use, including permit forms, permit accessibility, insurance requirements (if necessary), standards for approval or disapproval of permits, and permit application response time.</p> <p>3. <u>Facilities Fee Schedule</u>. The Contractor will prepare, maintain and annually update a Facilities Fee Schedule for temporary exclusive use of the Facilities or portion thereof. The initial Facilities Fee Schedule shall only be required to cover the Community Room located in the Site Office Building. The Facilities Fee Schedule will be submitted and approved as part of the annual Budget approval process.</p>	As above
<p><b><u>E. Operations Plan</u></b></p> <p>The Contractor will develop and activate an operations plan documenting the details of the daily operations and processes required for managing and maintaining the Facilities.</p>	Within 6 months of Effective Date and update as parks are added to the Contract and as needed
<p><b><u>F. Certified Payroll Reports</u></b></p> <p>As required under the Bayview Hunters Point Employment and Contracting Policy, the Contractor will submit to OCII, or cause to be submitted, weekly certified payroll reports on all construction or landscape maintenance employees employed under the terms of the Contract to OCII's electronic payroll system.</p>	Weekly – before 12:00 noon on Wednesday
<p><b><u>G. Monthly Invoice and Management Report</u></b></p> <p>On a monthly basis in arrears, the Contractor will provide OCII with a reimbursement invoice and a Monthly Management Report for the Services performed under the Contract, as follows:</p> <p><u>Invoice</u> An invoice containing: (1) Contractor's and its subcontractors' costs of performing the Services under this Contract within the applicable invoice period; (2) the management fee for the previous month; (3) an individual invoice number, the invoice period; and total invoice amount, which shall be the reimbursement request for that month.</p> <p>1. Current bank statement of the Facilities Reservation Fee Account together with documentation of fees paid to OCII out of the account.</p>	<p>All invoices and management reports to be submitted no later 30 days after the last invoice period</p> <p>Note: for the first month of the Contract, submit two half-month invoices and management reports</p>

Report and/or Deliverable	Frequency and/or Due Date
<p>2. Payroll register, including a list of names of employees both for Contractor and Subcontractors and hours worked per person, rate paid, tasks performed, and location performed.</p> <p>3. Spreadsheet listing each expenditure by budget category, with invoice to support expenditure. Expenditures related to Facilities events will be separately listed and tracked.</p> <p>4. Spreadsheet displaying budget to actual expenditures, including percent of total budget expended.</p> <p><u>Monthly Management Report</u></p> <p>1. An executive summary of all activities for the reporting period, including landscape, janitorial, and Facilities maintenance activities and events. Include copies of all Facility repair and hazard reports, and photographs of the Facilities verifying that work is being performed to the standards specified in the Contract.</p> <p>2. A summary of Facilities permits requested and approved, permits disapproved, reasons for disapproval, reservation fees charged and collected, work performed, and all costs incurred.</p> <p>3. Include copies of any reports, plans or other documents filed with the Department of Public Health pursuant to the requirements of San Francisco Health Code Article 31 during the month.</p>	
<p><b><u>H. Preliminary Budget Submittal</u></b></p> <p>Pursuant to Section V of the Contract, the Contractor will prepare and submit to OCII a Preliminary Budget that includes the following: (A) any suggested changes to the Services provided under the Contract (including Attachment A to the Contract) for the forthcoming budget year; (B) an operating budget with the following categories: (1) Personnel and Administrative Services, (2) Subcontracted Services, (3) Materials and Supplies, (4) Management Fees, (5) Insurance, (6) Utilities, and (7) Contingency; (C) Capital Budget and (D) the annual Facilities Permit Fee Schedule. The Contractor will supply appropriate backup detail supporting the expense categories. The budget submittal will also include a budget narrative and a five-year capital facilities and equipment plan detailing current capital facilities and equipment needs and projected replacements and improvements for the succeeding five-year period.</p>	<p>As required in Section V of the Contract</p>

Report and/or Deliverable	Frequency and/or Due Date
<p><b>I. Annual Reports</b></p> <ol style="list-style-type: none"> <li>1. Event permits: permits approved, fees collected, work performed.</li> <li>2. Facility condition report, based on inspection of all Facilities, with photographs, including all repairs, replacements, or other additional service costs anticipated in (i) the next year and (ii) the next five years. Append all Facility Repair Reports (individual parts or full Reports) submitted during the year.</li> <li>3. Any proposed fee escalation permitted under the Contract.</li> <li>4. Reports, plans or other documents filed with the Department of Public Health Forms for annual inspections of the parks pursuant to the requirements of San Francisco Health Code Article 31, including the Annual inspection reports for Hillpoint Park and Coleman Promenade on soil erosion and sediment to ensure compliance with Article 31 and 2000 EIR Mitigation Measure 8A.</li> </ol>	<p>Annually – within 30 days after the last day of each Fiscal Year</p>
<p><b>J. Facility Repair/Hazard Removal Reports</b></p> <p>Part 1: Provide written descriptions, color photographs, and any appropriate test results, measurements, or professional opinions within five business days of discovery.</p> <p>Part 1.1: Provide additional information requested by OCII within two business days of such request.</p> <p>Part 2: Provide two independent cost estimates for such repair, replacement or maintenance within twenty business days of discovery.</p> <p>Part 3: Provide complete documentation of performance of all work approved in writing by OCII including detailed invoices conforming to cost estimate approved in writing by OCII, color photographs, and any appropriate test results, measurements, and professional opinions within forty business days of OCII approval of work and ten business days of work completion and receipt of invoices.</p> <p>Full report: Package Parts 1-3, as applicable, in a single PDF.</p>	<p>As-Needed – deadlines based on date of defect discovery.</p> <p>Deadlines may be revised with OCII approval, based on the complexity of the defect.</p>

Report and/or Deliverable	Frequency and/or Due Date
<p><b>L. Other Reports</b></p> <ol style="list-style-type: none"> <li>Contractor will provide other reports or modify the reports described above at the direction of OCII.</li> </ol>	<p>As directed</p>

**Attachment D-1**  
**Hunter's Point Shipyard Facilities Maintenance and Property Management Budget**  
**Fiscal Year 2021-2022**

Budget Line Description	Total	Site Office Building	Galvez Overlook/ Coleman Promenade	Pocket Parks 9-16
<b>OPERATING EXPENSES</b>				
<b>Personnel and Administrative Services</b>				
<b>Personnel Services</b>				
Administrative Staff Wages	\$ 6,767	3,500	467	\$ 2,800
Administrative Staff Benefits	\$ 793	410	55	\$ 328
Administrative Staff Payroll Taxes	\$ 605	313	42	\$ 251
Administrative Staff Workers Comp	\$ 378	196	26	\$ 156
Operating/Maintenance/Stationary Engineer Wages	\$ 2,175	1,125	150	\$ 900
Operating/Maintenance/Stationary Engineer Benefits	\$ 1,458	754	101	\$ 604
Operating/Maintenance/Stationary Engineer Payroll Taxes	\$ 174	90	12	\$ 72
Operating/Maintenance/Stationary Engineer Workers Comp	\$ 109	56	8	\$ 45
<b>Total Personnel Services</b>	<b>\$ 12,458</b>	<b>\$ 6,443</b>	<b>\$ 859</b>	<b>\$ 5,156</b>
<b>Administrative Services</b>				
Accounting/Payroll Processing Costs	\$ 2,175	1,125	150	\$ 900
Website/Multimedia Services	\$ 484	250	33	\$ 200
Other Administrative Services: Required Reports	\$ 9,750	2,925	975	\$ 5,850
<b>Total Administrative Services</b>	<b>\$ 12,409</b>	<b>4,300</b>	<b>1,158</b>	<b>6,950</b>
<b>Total Personnel and Administrative Services</b>	<b>\$ 24,867</b>	<b>\$ 10,744</b>	<b>\$ 2,018</b>	<b>\$ 12,106</b>
<b>Subcontracted Services</b>				
<b>Landscaping Contract</b>				
Landscaping Services	\$ 22,155	5,035	3,021	\$ 14,099
<b>Total Landscaping</b>				
<b>Janitorial Contract</b>				
Janitorial Services	\$ 18,221	5,206	867	\$ 12,148
<b>Total Janitorial</b>				
<b>Other Subcontracted Services</b>				
Fire Inspection, Monitoring, Testing and Servicing	\$ 836	836	-	\$ -
HVAC Maintenance	\$ 167	167	-	\$ -
Artwork Maintenance & Repair	\$ 333	167	-	\$ 167
Slope Drainage Maintenance	\$ 267	-	67	\$ 200
Special Maintenance Projects	\$ 133	67	-	\$ 67
Stone & Hardscape M&R	\$ 185	167	-	\$ 18
Electrical M&R	\$ 100	100	-	\$ -
Plumbing & Drain Maintenance M&R	\$ 67	67	-	\$ -
Steam Cleaning	\$ -	-	-	\$ -
Vehicle Leasing and M&R	\$ -	-	-	\$ -
Backflow Prevention	\$ -	-	-	\$ -
Solar Panel & Equipment Repair	\$ 233	233	-	\$ -
<b>Total Other Subcontracted Services</b>	<b>\$ 2,321</b>	<b>\$ 1,803</b>	<b>\$ 67</b>	<b>\$ 451</b>
<b>Total Subcontracted Services</b>	<b>\$ 42,697</b>	<b>\$ 12,044</b>	<b>\$ 3,954</b>	<b>\$ 26,699</b>
<b>Materials &amp; Supplies</b>				
Janitorial Supplies (including corrosion and graffiti abatement)	\$ 840	240	40	\$ 560
Electrical Supplies	\$ 33	33	-	\$ -
Plumbing Supplies	\$ 67	67	-	\$ -
Hardware & Equipment	\$ 101	17	33	\$ 51
Uniform Supplies	\$ 258	233	10	\$ 15
General Maintenance Supplies	\$ 717	158	92	\$ 467
Stone/Hardscape Supplies	\$ 76	33	-	\$ 43
Artwork supplies for maintenance, cleaning and protection	\$ 387	33	333	\$ 20
<b>Total Material &amp; Supplies</b>	<b>\$ 2,479</b>	<b>\$ 815</b>	<b>\$ 508</b>	<b>\$ 1,156</b>
<b>SUBTOTAL OPERATING EXPENSES</b>	<b>\$ 70,043</b>	<b>\$ 23,602</b>	<b>\$ 6,480</b>	<b>\$ 39,960</b>
<b>CONTINGENCY (fixed amount)</b>	<b>\$ 967</b>	<b>500</b>	<b>67</b>	<b>\$ 400</b>
<b>MANAGEMENT FEE (7% of operating expenses)</b>	<b>\$ 4,903</b>	<b>1,652</b>	<b>454</b>	<b>2,797</b>
<b>INSURANCE</b>	<b>\$ 25,000</b>	<b>12,500</b>	<b>2,500</b>	<b>\$ 10,000</b>
<b>SUBTOTAL OPERATING EXPENSES, CONTINGENCY, MGMT FEE, INSURANCE</b>	<b>\$ 100,912</b>	<b>\$ 38,254</b>	<b>\$ 9,501</b>	<b>\$ 53,157</b>
<b>UTILITIES</b>				
Electricity	\$ 2,441	1,263	168	\$ 1,010
Water and Sewer	\$ 11,117	5,750	767	\$ 4,600
Office Telephone	\$ 450	450	-	\$ -
Internet	\$ 450	450	-	\$ -
Trash Removal	\$ 3,093	1,600	213	\$ 1,280
<b>TOTAL UTILITIES</b>	<b>\$ 17,551</b>	<b>9,513</b>	<b>1,148</b>	<b>6,890</b>
<b>TOTAL OPERATING EXPENSES</b>	<b>\$ 118,463</b>	<b>\$ 47,767</b>	<b>\$ 10,649</b>	<b>\$ 60,047</b>
<b>CAPITAL BUDGET</b>				
Siding replacement at Site Office Building	\$ 20,000			
Nautical Swing Repair	\$ -			
Abate urine damage at Hillpoint Park	\$ -			
Capital Equipment Purchases	\$ 3,500			
Capital Professional Services	\$ 7,500			
Other Repairs and Replacements	\$ 5,000			
<b>Total Capital Budget</b>	<b>\$ 36,000</b>			
<b>TOTAL BUDGET</b>	<b>\$ 154,463</b>			





# ATTACHMENT E



## 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                    | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| • color                   | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| • Creed                   | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| • Religion                | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| • ancestry                | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| • national origin         | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| • Age                     | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| • sex                     | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| • sexual orientation      | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| • gender identity         | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| • marital status          | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| • domestic partner status | <input type="checkbox"/> Yes            | <input type="checkbox"/> No |
| • Disability              | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| • AIDS or HIV status      | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |

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

Yes  No

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

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

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

Yes  No

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

Yes  No

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

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

ATTACHMENT E

Benefit	Yes, for Spouses	Yes, for Partners	No
• Medical (health, dental, vision)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
• Pension	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
• Bereavement	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
• Family leave	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
• Parental leave	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
• Employee assistance programs	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
• Relocation and travel	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
• Company discounts, facilities, events	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
• Credit union	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
• Child care	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
• Other _____	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
• Other _____	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

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 5 day of April, 2022, at San Francisco, CA  
(City) (State)

Name of Company/Organization: Parklab Open Space Management

Doing Business As (DBA): \_\_\_\_\_

Also Known As (AKA): \_\_\_\_\_

General Address: 407 Terry Francois Blvd Ste 224

Remittance Address (if different from above): SF CA 94158

Name of Signatory: Catherine Hoken Title: Principal  
(Please Print)

Signature: \_\_\_\_\_

Phone Number: 415-685-3353 Federal Tax Identification Number: 87-244423

Approximate number of employees in the U.S.: 3 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, 5<sup>th</sup> Floor, San Francisco, CA 94103



## OFFICE OF COMMUNITY INVESTMENT AND INFRASTRUCTURE

### INSTRUCTIONS FOR DECLARATION FORM

#### Nondiscrimination in Contracts and Benefits

#### A. What is the Nondiscrimination in Contracts Policy?

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

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

#### B. What Agency contracts are covered by the Policy?

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

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

You may not discriminate against:

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

#### D. What are prohibited types of discrimination?

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

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

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

#### E. How are subcontracts affected?

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

**INSTRUCTIONS FOR DECLARATION FORM**  
**Nondiscrimination in Contracts and Benefits**

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**F. Nondiscrimination in benefits for spouses and domestic partners**

**1. Who are domestic partners?**

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

**2. What is nondiscrimination in benefits?**

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

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

**3. Examples of benefits**

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

**G. Form required**

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

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

**H. Attachments**

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

**I. If your answers change**

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

**ATTACHMENT 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:

<b>CONSTRUCTION</b>	<b>50%</b>
<b>PROFESSIONAL SERVICES</b>	<b>50%</b>
<b>SUPPLIERS</b>	<b>50%</b>

**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:

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

***A. Procedures For Trainee Hires***

**1. Compliance with the Trainee Hiring Goal**

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

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

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

## **3. Contact Educational Institutions**

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

## **4. Response from Educational Institutions**

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

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

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

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

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

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

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

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

**8. Termination of Trainee for Cause**

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

***B. Reporting Requirements For Trainee Hires***

**1. Reporting**

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

**2. Report on Terminations**

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

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

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

**VII. ASSOCIATIONS AND JOINT VENTURES (JV).** OCII will recognize JVs and Associations



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

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

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

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

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

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

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

**Agency-Assisted Contract** means, as applicable, the Development and Disposition Agreement

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

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

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

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

**Annual Receipts** means “total income” (or in the case of a sole proprietorship, “gross income”) plus “cost of goods sold” as these terms are defined and reported on Internal Revenue Service tax return forms. The term does not include net capital gains or losses; taxes collected for and remitted to a taxing authority if included in gross or total income, such as sales or other taxes collected from customers and excluding taxes levied on the concern or its employees; proceeds from transactions between a concern and its domestic or foreign affiliates; and amounts collected for another by a travel agent, real estate agent, advertising agent, conference management service provider, freight forwarder or customs broker. For size determination purposes, the only exclusions from receipts are those specifically provided for in this paragraph. All other items, such as subcontractor costs, reimbursements for purchases a contractor makes at a customer's request, and employee-based costs such as payroll taxes, may not be excluded from receipts. 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. Demand for Arbitration.** Where the Agency-Assisted Contractor or Contractor disagrees with the Agency's Notice of Non-Qualification or Notice of Non-Compliance, **the Agency-Assisted Contractor or Contractor shall have seven (7) business days, in which to file a Demand for Arbitration**, unless otherwise stipulated by the parties. The Demand for Arbitration shall contain at a minimum: (1) a cover letter demanding arbitration under this provision and identifying any entities believed to be involved in the dispute; (2) a copy of the Notice of Non-Qualification or Notice of Non-Compliance; and (3) any written response to the Notice of Non-Qualification or Notice of Non-Compliance. If the Agency-Assisted Contractor and Contractor fail to file a timely Demand for Arbitration, the Agency-Assisted Contractor and Contractor shall be deemed to have accepted and to be bound by the finding of Non-Qualification or the findings and recommendations contained in the Notice of Non-Compliance.

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

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

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

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

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

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

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

**J. Arbitration Remedies and Sanctions.** The arbitrator may impose only the remedies and

sanctions set forth below:

1. Order specific, reasonable actions and procedures, in the form of a temporary restraining order, preliminary injunction or permanent injunction, to mitigate the effects of the non-compliance and/or to bring any non-compliant Arbitration Party into compliance.
2. Require any Arbitration Party to refrain from entering into new contracts related to work covered by the Agency-Assisted Contract or this SBE Agreement, or from granting extensions or other modifications to existing contracts related to services covered by the Agency-Assisted Contract or this SBE Agreement, other than those minor modifications or extensions necessary to enable compliance with this SBE Agreement.
3. Direct any Arbitration Party to cancel, terminate, suspend or cause to be cancelled, terminated or suspended, any contract or portion(s) thereof for failure of any party to the arbitration to comply with any of the SBE Program requirements in the Agency-Assisted Contract or this SBE Agreement. Contracts may be continued upon the condition that a program for future compliance is approved by the Agency.
4. If any Arbitration Party is found to be in willful breach of its obligations hereunder, the arbitrator may impose a monetary sanction not to exceed Fifty Thousand Dollars (\$50,000.00) or ten percent (10%) of the base amount of the breaching party's contract, whichever is less, for each such willful breach; provided that, in determining the amount of any monetary sanction to be assessed, the arbitrator shall consider the financial capacity of the breaching party. No monetary sanction shall be imposed pursuant to this paragraph for the first willful breach of this SBE Agreement unless the breaching party has failed to cure after being provided notice and a reasonable opportunity to cure. Monetary sanctions may be imposed for subsequent willful breaches by any Arbitration Party whether or not the breach is subsequently cured. For purposes of this paragraph, "willful breach" means a knowing and intentional breach.
5. Direct any Arbitration Party to produce and provide to the Agency any records, data or reports which are necessary to determine if a violation has occurred and/or to monitor the performance of any Arbitration Party.

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

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

**M. Arbitrator Lacks Power to Modify.** Except as otherwise provided, the arbitrator shall have no power to add to, subtract from, disregard, modify or otherwise alter the terms of the Agency-Assisted Contract, this SBE Agreement or any other agreement between the Agency, the Agency-Assisted Contractor or Contractor or to negotiate new agreements or provisions between the parties.

**N. Jurisdiction/Entry of Judgment.** The inquiry of the arbitrator shall be restricted to the

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

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

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

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

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

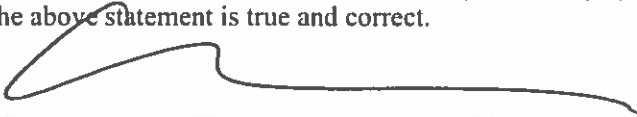
\_\_\_\_\_  
Agency

\_\_\_\_\_  
Agency-Assisted Contractor

**XV. AGREEMENT EXECUTION**

I, hereby certify that I have authority to execute this SBE Agreement on behalf of the business,

organization or entity listed below and that it will use good faith efforts to comply with the Agency's 50% SBE Participation Goals. I declare under penalty of perjury under the laws of the State of California that the above statement is true and correct.

  
\_\_\_\_\_  
Signature

4/5/2022  
\_\_\_\_\_  
Date

Catherine Hickey  
\_\_\_\_\_  
Print Your Name

Principal  
\_\_\_\_\_  
Title

Parklab Open Space Management 415-685-3353  
\_\_\_\_\_  
Company Name and Phone Number

# Attachment G

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Redevelopment Agency of the City and County of San Francisco

## **BAYVIEW HUNTERS POINT EMPLOYMENT AND CONTRACTING POLICY**

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Revised January 20, 2022 for HPS1 Parks Maintenance Contract

Adopted December 4, 2007

Resolution No. 127-2007

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## I. PURPOSE

### A. Purpose

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

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

3. This BVHP Employment and Contracting Policy is designed to ensure that Agency Action Projects and private Significant Projects (which do not receive Agency assistance), provide employment opportunities for lower-income BVHP Residents and San Francisco Residents in the areas of construction, professional services, and permanent jobs. This Policy will supplement and not supplant the existing Agency employment and contracting policies found in the Agency’s Equal Opportunity Program and the Agency Purchasing Policy, which are briefly summarized in Section

X. The Employment and Contracting Policy seeks to provide economic benefits to existing BVHP Residents and San Francisco Residents from redevelopment activities within the Project Area. BVHP Residents have disproportionately lower income levels. As part of this policy, residents will be referred by the CBOs (defined below) that serve San Francisco lower-income residents. Therefore, the BVHP residential preference fulfills the purpose of providing economic opportunity to lower-income residents.

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

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

6. The Agency and the Planning Department of the City and County of San Francisco (“Planning”) entered into a delegation agreement as of September 19,

2006 (the “**Delegation Agreement**”). Per the Delegation Agreement, Planning shall not approve a Significant Project in the Project Area unless the Contractor has entered into an Employment and Contracting Agreement(s) with the Agency. Ongoing compliance with such Agreements(s) shall become a condition of the permit.

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

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

## II. HIRING GOALS

### A. Construction Workforce Hiring Goal

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

### B. Permanent / Temporary Workforce Goal

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

### C. [Intentionally Omitted]

## III. DEFINITIONS

1. Agency-Action Project means, as applicable, the Agency’s funding (including conduit bond financing), acquisition, disposition, or development of property through a Development and Disposition Agreement (“**DDA**”), Owner Participation Agreement (“**OPA**”), loan agreement, grant agreement or other transactional and/or funding documents between a Contractor and the Agency, including Personal Services Contracts between Contractor and the Agency.

2. Agency Compliance Officer means the Agency’s Contract Compliance Specialist assigned to oversee the Contractor’s compliance with the requirements of the Employment and Contracting Policy Agreement.

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

4. Arbitration Parties means the Agency, Contractor, Contractors, Employers and all persons who attend the arbitration hearing pursuant to Section XII, as well as those persons and Contractors who are subject to a default award

provided that all of the requirements in Section XII (11) have been met.

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

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

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

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

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

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

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

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

9. **Contractor** means any person(s), firm, partnership, corporation (whether for profit or nonprofit), or combination thereof, who is a general contractor, subcontractor (regardless of tier) or consultant working on: (i) an Agency Action Project.

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

11. **Employer** means any person(s), firm, partnership, corporation (whether for profit or nonprofit), or combination thereof, who owns or operates a retail or commercial business which is part of: (i) an Agency Action Project, (ii) a Significant Project in the Project Area, or (iii) a development project when the Contractor has voluntarily subscribed to this Employment and Contracting Policy.

12. **Employment and Contracting Agreement or (“Agreement”)** means the written agreement entered into between the Contractor and the Agency which details the particular requirements the Contractor must meet in order to be in compliance with this Employment and Contracting Policy. This may include a Personal Services Contract and the provisions detailed therein.

13. **First Consideration** means that a Contractor and/or Employer shall give first consideration to qualified BVHP Residents in accordance with Section

VII.A. (6) - (8) of this Employment and Contracting Policy, then to residents of the 94134 and 94107 zip code areas, then residents of other existing San Francisco redevelopment project areas, and then to San Francisco residents for hiring opportunities in the areas of construction workforce and permanent / temporary workforce hires before offering the hiring opportunity to other applicants..

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

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

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

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

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

19. **[Intentionally Omitted]**.

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

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

#### **IV. APPLICATION OF POLICY BY PROJECT TYPE**

##### **A. Agency Action Projects**

1. The Employment and Contracting Policy is mandatory for Agency Action Projects.

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

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

- Nondiscrimination in Contracts and Equal Benefits Policy
- Minimum Compensation Policy
- Health Care Accountability Policy

- Agency Prevailing Wage Policy (Labor Standards)
- 4. The Agency’s Equal Opportunity Program is described briefly in Section X.
- 5. The requirements of the Employment and Contracting Policy and the Agency’s Equal Opportunity Policies will be incorporated into an Agreement. The Agency’s Executive Director will review and approve the Agreement on behalf of the Agency. Adherence to the Agreement shall be monitored by the Agency’s Contract Compliance Division. Agency staff shall periodically report to the BVHP PAC and the Agency Commission on the compliance status of Agency Action Projects.

**B. [Intentionally Omitted]**

**C. [Intentionally Omitted]**

**D. [Intentionally Omitted]**

## **V. TERM**

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

For Construction Workforce – For the duration of the Contract to which this Policy is attached.

For Permanent / Temporary Workforce – For the duration of the Contract to which this Policy is attached.

## **VI. APPLICABLE COMMUNITY REDEVELOPMENT LAWS**

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

**A. *33422.1. Preference in Awarding Contracts to Local Businesses.***

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

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

To insure training and employment opportunities for lower-income project area residents, the agency may specify in the call for bids for any contract over one

hundred thousand dollars (\$100,000) for work to be performed in connection with any redevelopment project that project area residents, if available, shall be employed for a specified percentage of each craft or type of workmen needed to execute the contract or work.

**C. 33423. *Prevailing Wage Rates Required.***

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

**D. 33424. *Payment of Prevailing Wages.***

The Contractor to whom the contract is awarded and any subcontractor under him shall pay not less than the specified prevailing rate of wages to all workmen employed in the execution of the contract. The current wage determination can be found on the Department of Industrial webpage <https://www.dir.ca.gov/oprl/DPreWageDetermination.htm>.

**E. 33425. *Penalty for Noncompliance with Prevailing Wages.***

Notwithstanding any penalties that may be imposed by other governmental entities, as a penalty to the Agency which awarded the contract, the Contractor shall forfeit ten dollars (\$10) for each calendar day or portion thereof for each workman paid less than the stipulated prevailing rates for any public work done under the contract by him or by any subcontractor under him. A stipulation to this effect shall be included in the contract.

**F. 33426. *Record of Wages.***

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

## **VII. CONSTRUCTION WORKFORCE HIRES**

### **A. Procedures For Construction Workforce Hires**

#### **1. Compliance with the Policy**

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

2. **Execute Employment and Contracting Agreement**

The Contractor shall execute an Agreement which details the requirements of the Employment and Contracting Policy, as well as the Agency's Equal Opportunity Program, as applicable. The Contractor shall incorporate by reference or attach the Agreement to its contract with other contractors. These contractors shall do the same in its contracts with its subcontractors. Thus, each Contractor will be obligated to comply with the terms of the Agreement. The Contractor and their subcontractors shall retain the executed Agreements and make them available to the Agency Compliance Officer upon request.

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

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

4. **Submit Subcontractor Information Form**

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

5. **Preconstruction Meeting**

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

6. **Submit Construction Worker Request Form**

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

7. **Response from CBO**

The CBO shall respond, in writing, via fax, email or hand delivery to each request for construction workers. The response shall state that the CBO was able to satisfy the request in full, in part or was unable to satisfy the request. The CBOs shall look to their own referral lists, as well as confer with other CBOs and CityBuild in an attempt to find qualified BVHP Residents and San Francisco Residents. If the CBO is able to satisfy the request in full or in part, it shall direct the qualified BVHP Resident(s) or San Francisco Resident(s) to report to the Contractor on the date and time indicated in the request. If the CBO is unable to satisfy the request, then the CBO shall send a fax or email stating that no qualified BVHP Residents or San Francisco Residents are currently available.

8. **Action by Contractor When Referrals Available**

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

9. **Action by Contractor When Referrals Unavailable**

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

10. **Action by Contractor When No Response From CBO**

If a Contractor has not received a response to its construction worker request from the CBO within two (2) business days, then the Contractor should immediately advise the Agency Compliance Officer by phone, fax or email. The Agency Compliance Officer or his/her designee shall cause a response to be sent to the Contractor within two (2) business days of being notified. If the Contractor does not



receive a response from the CBO within four (4) business days (the original two (2) business days plus the additional two (2) business days), then the Contractor may hire the number of construction workers requested from the CBO, using its own recruiting methods, giving first consideration to BVHP Residents and then San Francisco Residents. Any construction workforce hires (including the replacement of any terminated workers) must comply with this Employment and Contracting Policy, unless the Contractor has already met or exceeded the goal.

The Contractor must keep a copy of the response it receives from the CBO as proof of compliance and submit a copy of each response received to the Agency Compliance Officer upon request. This Employment and Contracting Policy is intended to provide qualified BVHP and San Francisco Residents with employment opportunities without causing undue delay in hiring needed construction workers.

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

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

12. **Hiring Apprentices**

A Contractor may meet part of the Construction Workforce Goal by hiring apprentices. Unless otherwise permitted by law, apprentices must be trained pursuant to training programs approved by the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training or the California Department of Industrial Relations, Division of Apprenticeship Standards. Credit towards compliance will only be given for paid apprentices actually working on the project. No credit is available for apprentices while receiving classroom training. Under no circumstances shall the ratio of apprentices to journeymen in a particular trade or craft exceed 1:5.

13. **Termination and Replacement of Referrals**

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

**B. Reporting Requirements For Construction Workforce**

1. **Submission of Certified Payroll Reports**

Each Contractor subject to this Employment and Contracting Policy shall submit to the Agency a certified payroll report for the preceding work week on each of its employees. The Contractor is ultimately responsible for the submission of these reports by their subcontractors. The certified payroll report is due to the Agency by noon each Wednesday. To facilitate compliance, the Agency uses the online LCP Tracker system ([www.lcptracker.com](http://www.lcptracker.com)) for submission of certified payroll reports. This system is available at no cost to the Contractor and LCP Tracker is compatible with all major computer payroll systems. Training and educational materials for LCP Tracker are available at no cost online and through the Compliance Officer. Contractors are required to report certified payroll using the LCP Tracker system at [www.lcptracker.com](http://www.lcptracker.com).

2. **Contents of Certified Payroll Reports**

If certified payroll records are submitted via the LCP Tracker system, the required data points are already listed. If certified payroll records are submitted in paper form, the records shall be organized in an easily understandable format and contain **all** the following information: the name, address, telephone number, residency (Bayview Hunters Point, another redevelopment project area, San Francisco or other), last four (4) digits of the worker's Social Security number<sup>1</sup>, gender, ethnicity (see codes in Section VII (B)(8)), construction trade (see codes in Section VII (B)(8)), classification (e.g., mechanic, apprentice, trainee, helper or laborer), union affiliation (if any), dates of changes in status, daily and weekly number of hours worked, hourly wage rates (including rates of contributions for costs anticipated for fringe benefits or cash equivalents thereof), deductions made and actual wages paid. The foregoing notwithstanding, the reporting of hourly wage rates, deductions and actual wages paid are not required for Significant Projects unless the Contractor has voluntarily subscribed to the Agency's Prevailing Wage Policy or the payment of prevailing wages is otherwise required by law. To the degree that existing certified payroll records satisfy these requirements, the Contractor shall not be required to maintain separate records.

3. **Additional Information**

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

4. **Report on Terminations**

In the event a BVHP Resident or San Francisco Resident hired pursuant to this Employment and Contracting Policy is terminated for cause, the responsible Contractor shall within two (2) days fax or email a termination report to the CBO

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<sup>1</sup> Note: The Contractor is required to provide complete Social Security numbers upon the request of the Agency.

with a copy to the Agency Compliance Officer stating in detail: (1) the name of the worker(s) terminated; (2) his/her job title and duties; (3) the reasons and circumstances leading to the termination(s); (4) whether the Contractor replaced the construction worker(s); and (5) whether the replacement worker(s) were BVHP Resident(s) or San Francisco Resident(s).

5. **Inspection of Records**

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

6. **Failure to Submit Reports**

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

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

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

8. **[Intentionally Omitted]**

**VIII. [Intentionally Omitted]**

**IX. PERMANENT / TEMPORARY WORKFORCE POLICY**

**A. Permanent / Temporary Workforce Hires**

1. **Policy Statement**

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

the Agreement to fit the specific project.

2. **Compliance with the Policy**

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

3. **Employment and Contracting Agreement**

The Contractor shall cooperate and negotiate in good faith with the Agency's Contract Compliance staff to: (a) identify the job titles or type of positions subject to this hiring obligation; (b) agree on procedures for fulfilling the hiring obligation or meeting the good faith efforts; and (d) comply with reporting requirements upon request. These negotiations will be based upon the anticipated number of permanent and/or temporary positions created by the project. The executed Agreement will set forth the mutually agreed upon details, as well as the requirements of the Agency's Equal Opportunity Program, if applicable.

4. **[Intentionally Omitted]**

**X. AGENCY EQUAL OPPORTUNITY PROGRAM**

**A. Compliance with Agency's Equal Opportunity Program**

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

1. **Small Business Enterprise Program**

The Agency's Small Business Enterprise ("SBE") Program was adopted by Agency Resolution No. 133-2004 on November 16, 2004, as part of the Agency's Interim Purchasing Policy and Procedures, and may be amended from time to time. The SBE Program provides for first consideration in awarding subcontracts and sub-consulting opportunities to Agency certified local small business enterprises. The SBE Program is designed to help ensure that SBEs have a fair opportunity to compete for and participate in contracts related to Agency- Action Projects and other projects that are subject to the SBE Program. SBEs are divided into three groups: (1) Project Area SBEs, (2) Local SBEs (outside an Agency project or survey area, but within San Francisco), and (3) all other SBEs (outside of San Francisco). If subject to the SBE Program, the Contractor and its Contractors and Employers must make good faith efforts to achieve the goal of 50% SBE participation for professional /

personal services, and construction contracts. The SBE Program sets a contracting goal and thus is different from the Employment and Contracting Policy which sets hiring goals. The Contractor's obligations under the SBE Program will be incorporated into a SBE Agreement ("**SBE Agreement**"). The Agency Executive Director will review and approve the SBE Agreement on behalf of the Agency. The Agency's Compliance Officer will ensure compliance with the requirements and will report periodically to the BVHP PAC and the Agency Commission on compliance matters.

2. **Nondiscrimination in Contracts and Equal Benefits Policy**

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

3. **Minimum Compensation Policy and Health Care Accountability Policies**

The Agency's Minimum Compensation Policy ("**MCP**") and Health Care Accountability Policy ("**HCAP**") were adopted by Agency Resolution 168-2001 on September 25, 2001 and may be amended from time to time. MCP requires that all "Covered Employees," as defined therein, receive a minimum level of compensation. HCAP requires offering health plan benefits to Covered Employees or to make payments to the City and County of San Francisco's Department of Public Health, or to participate in a health benefits program developed by the City and County of San Francisco's Director of Health.

4. **Agency's Prevailing Wage Policy**

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

## **XI. EMPLOYMENT AND CONTRACTING POLICY - ADDITIONAL PROVISIONS**

Contractors and Employers that are subject to this Employment and

Contracting Policy (including those who have voluntarily subscribed to this policy) are subject to the following additional provisions.

1. **Designate a Point of Contact**

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

2. **No Retaliation**

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

3. **No Discrimination**

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

4. **Collective Bargaining Exclusion**

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

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

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

6. **Existing Workforce**

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

7. **Use of Debarred Entities Prohibited**

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

8. **Incorporation**

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

9. **Severability**

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

10. **Waiver**

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

## **XII. ARBITRATION OF DISPUTES**

1. **Arbitration by AAA**

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

2. **Demand for Arbitration**

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

3. **Parties’ Participation**

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

4. **Agency Request to AAA**

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

5. **Selection of Arbitrator**

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

6. **Setting of Arbitration Hearing**

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

7. **Discovery**

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

8. **California Law Applies**

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



Employment and Contracting Agreement.

9. **Arbitration Remedies and Sanctions**

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

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

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

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

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

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

10. **Arbitrator's Decision**

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

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

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

12. **Arbitrator Lacks Power to Modify**

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

13. **Jurisdiction/Entry of Judgment**

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

# ATTACHMENT H

## 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



Print Name

Catherine Hickey

Company Name

Partech Open Space Management

Date

4.5.2022

Phone

415.685.3353

# ATTACHMENT I

## 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 ("SFPDH"), as approved by the OCII Commission; (2) pay OCII an amount equivalent to the current fee established by the SFPDH 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 SFPDH. The minimum health plan standards and fees established by SFPDH 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.

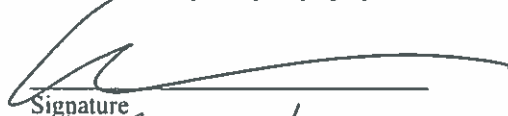
**For more information,** please see the complete text of the HCAP, available from the OCII's Contract Compliance Department at: (415) 749-2400 or <http://sfocii.org/policies-and-procedures>.

**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

  
Print Name

  
Company Name

  
Date

  
Phone



**SAN FRANCISCO  
REDEVELOPMENT AGENCY  
PURCHASING POLICY**

Adopted: April 19, 1994  
Amended: November 22, 1994  
Amended: August 13, 2002  
Amended: April 29, 2003  
Amended: August 19, 2003  
Amended: November 16, 2004  
Amended: July 21, 2009  
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## I. INTRODUCTION

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

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

## II. DEFINITIONS

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

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

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



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

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

### **III. PURCHASING POLICY**

#### **A. Maximum Competition**

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

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

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

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

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

#### **B. Contract Cost Analysis and Limitations**

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

**C. Compliance with Agency's Policies**

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

**D. Conflict of Interest**

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

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

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

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

**IV. ANTI-DISCRIMINATION PROVISIONS IN ALL CONTRACTS**

**A. Nondiscrimination Provisions**

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

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

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

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

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

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

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

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

## **B. Contract Termination**

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

## **V. DOCUMENTATION OF OUTREACH TO SBEs**

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

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

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

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

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

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

## **VI. NOTICE OF PUBLIC HEARING**

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

## **VII. PURCHASING RECORDS**

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

## **VIII. SIZE AND ECONOMY OF PURCHASES**

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

## **IX. FOUR METHODS OF SELECTING A CONTRACTOR (SERVICES)**

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

### **A. The 3+ Contractor Telephone Solicitation Method**

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

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

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

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

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

## **B. Competitive Sealed Bids – Public Contract Code Method**

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

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

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

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

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

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

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

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

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

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

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

#### **D. Sole Source Method**

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

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

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

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

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

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

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

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

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

## **X. COMPLETING A PURCHASE**

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

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

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

### **A. Multiple Purchases of Goods**

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

### **B. Ongoing Building Maintenance Services**

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

### **C. Contracts for Construction, Personal or Professional Services**

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



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

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

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

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

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

#### **D. Purchases from Petty Cash**

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

#### **E. Emergency Conditions**

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

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

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

## **XI. EXPENDITURE AUTHORITY**

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

### **A. Administrative Budgets - Recurring Purchases**

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

### **B. Administrative Budgets - Non-Recurring Purchases**

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

### **C. Service and Construction Contracts**

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

### **D. Property Management**

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

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

**E. Travel and Conferences**

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

**F. Line Item Transfers**

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

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

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

**XII. RESPONSIBILITY**

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

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

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

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

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

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

### **XIII. SEVERABILITY**

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

# EXHIBIT I

## SAN FRANCISCO REDEVELOPMENT AGENCY

### EXPENDITURE AUTHORIZATION

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