



108-0032024-002

Agenda Item **No. (5)(c)**
Meeting of January 16, 2024

MEMORANDUM

TO: Community Investment and Infrastructure Commissioners

FROM: Thor Kaslofsky, Executive Director

SUBJECT: Authorizing a Fourth Amendment to the Personal Services Contract with Forster & Kroeger Landscape Maintenance, Inc., a California corporation, to extend the contract term by up to five months, to June 30, 2024, and increase the total expenditure authority by up to \$40,060, to a total overall contract expenditure authority of up to \$645,200, to provide continued landscape maintenance services in Community Facilities District No. 1 (South Beach) with funding provided by Special Taxes levied under the Mello-Roos Community Facilities Act; Former Rincon Point-South Beach Redevelopment Project Area

EXECUTIVE SUMMARY

The Successor Agency to the Redevelopment Agency of the City and County of San Francisco (“Successor Agency”) administers community facilities districts established by the former San Francisco Redevelopment Agency (“Former Agency”). This includes Community Facilities District No. 1 (South Beach) (“CFD 1”), established by the Former Agency in 1988 to fund the cost of installation and maintenance of streetscape and plaza improvements (“Facilities”) constructed in the former Rincon Point South Beach Redevelopment Project Area. In furtherance of this maintenance obligation, the Commission authorized a contract in 2017 with Forster & Kroeger Landscape Maintenance, Inc. (“Contractor”) to provide maintenance services within CFD 1 (and as amended by the Commission in 2020 and 2023, the “Current Contract”) with a budget of \$605,140.

London N. Breed
MAYOR

Thor Kaslofsky
EXECUTIVE DIRECTOR

Bivett Brackett
CHAIR

Dr. Carolyn Ransom-Scott
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The Current Contract expires January 31, 2024. OCII staff issued a request for proposals for landscape maintenance and related services on September 6, 2023 ("Initial RFP"). This RFP includes an expanded Scope of Services compared to previous RFPs, including administering the performance of specified deferred maintenance and repairs to CFD 1 Facilities ("Capital Repairs"), as well as applying California Public Contract Code requirements to certain larger repair projects performed within CFD 1. Staff received eight inquiries and ultimately received three complete proposals to the RFP.

Staff has determined to reject the current proposals and provide greater clarity on the Scope of Services and budget in a reissued RFP that will be publicly offered. This will allow prospective proposers to ask additional questions on the Scope of Services and refine their budgets accordingly, if necessary. Staff anticipates the revised RFP will be issued in the coming months.

This process will conclude with OCII staff presenting the selected contractor to the Commission for approval, currently contemplated to occur on May 21, 2024, although it is possible that the deadline for submissions may be extended depending on responses to the RFP. As a result, a Fourth amendment to the Original Contract is necessary to provide a short-term extension and commensurate budget increase ("Fourth Amendment") to allow OCII to complete the RFP process.

Staff recommends authorizing a Fourth Amendment to the Personal Services Contract with Forster & Kroeger Landscape Maintenance, Inc., a California corporation, to extend the termination date of the Current Contract on a month-to-month basis at the Executive Director's discretion for a period of up to five additional months, from February 1, 2024 to June 30, 2024), and increase the Budget of the Contract by a total of up to \$40,060 (which includes \$8,012 monthly service charge for up to five months), which will result in overall contract expenditure authority of \$645,200.

BACKGROUND

In 1988, by Resolution Nos. 186-88 through 191-88, the Former Agency established CFD 1 pursuant to California Government Code Section 53311 et seq. (the Mello-Roos Community Facilities District Act). Special taxes paid by private property owners within CFD 1 funded the construction, and now fund the maintenance, of four plazas, streetscape improvements, and irrigation and lighting systems located in the South Beach portion of the Rincon Point South Beach Redevelopment Project Area. The CFD 1 area is bounded by The Embarcadero, Beale, Bryant, Federal, Brannan, CP Kelly and Townsend Streets. The improvements funded by CFD 1 are a highly visible amenity for the South Beach area and provide significant benefit to residents and visitors.

In 2012, the State of California dissolved all redevelopment agencies, including the Former Agency under California Health and Safety Code §§ 34170 et seq. (the “Redevelopment Dissolution Law”). Under the Redevelopment Dissolution Law and 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 administers obligations of the Former Agency.

The Former Agency exercised state authority under the Mello-Roos Act (rather than Community Redevelopment Law) in forming CFD 1 and funding its facilities and services, and the Commission, as successor to the Former Agency, also administers the Former Agency’s obligations under CFD 1. This includes annually reviewing and approving the level of special taxes collected from CFD 1 to fund operations, and authorizing contracts for maintenance of the CFD 1 facilities.

Thus, after a competitive solicitation process, the Commission (by Resolution No. 37-2017 (October 3, 2017) approved the selection of the Contractor to provide maintenance services within CFD 1 and authorized the Executive Director to enter into the Current Contract with Contractor to provide said services, for an initial three-year term beginning November 1, 2017, and one three-year additional term ending October 31, 2023. The original contract did not specify budget authority for the additional term, so on October 6, 2020, by Resolution No. 25-2020, the Commission authorized the Current Contract with a total additional expenditure budget authority of \$551,104. On May 2, 2023, by Resolution 14-2023, the Commission increased the total Contingency expenditure authority under the Contract by \$20,000, to a total of \$54,840, to respond to several unanticipated repairs needed to CFD 1 facilities. This increase resulted in a total contract authorization of (\$571,104). On October 3, 2023, by Resolution 29-2023, the Commission extended the term of the Current Contract by three months, to January 31, 2024, to allow an RFP process to be completed, with an associate budget increase of \$44,036, resulting a total contract authorization of \$605,140

DISCUSSION

The Current Contract terminates on January 31, 2024. On September 6, 2023, OCII issued a request for proposals for landscape maintenance and related services for CFD No. 1 (“RFP”). This RFP includes an expanded Scope of Services compared to previous RFPs, including administering the performance of specified deferred maintenance and repairs to CFD 1 Facilities (“Capital Repairs”), as well as applying California Public Contract Code requirements to certain larger repair projects performed within CFD 1. Staff received eight inquiries and ultimately received three complete proposals to the RFP. Staff has determined to reject the current proposals and provide greater clarity on the Scope of Services in a reissued RFP that will be publicly offered. This will allow prospective proposers to ask additional questions on the Scope of Services and refine their budgets accordingly, if necessary. Staff anticipates the RFP will be issued in the coming months.

The proposed contract amendment would allow an up to five-month extension of the Current Contract, on a month-to-month (or portion thereof) basis at the discretion of the Executive Director, and a commensurate increase to the contract expenditure authority. With the extension, the maximum duration of the Contract would be until January 31, 2024. The proposed amendment would also increase the contract expenditure authority by a total of up to \$40,060, which includes an \$8,012 monthly service charge for up to five additional months. This would result in overall contract expenditure authority of \$645,200 for the Contract ending on June 30, 2024.

SMALL BUSINESS ENTERPRISE AND WORKFORCE COMPLIANCE

The Contractor is a minority-owned business certified by the State of California, Department of General Services (DGS) as a Small Business Enterprise ("SBE") and is compliant with OCII's Nondiscrimination in Contracts and Benefits, Minimum Compensation, and Health Care Accountability Policies.

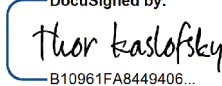
CALIFORNIA ENVIRONMENTAL QUALITY ACT

Authorization of the Fourth Amendment is categorically exempt from the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines Section 15301, because it authorizes funding for the continued operation, repair, maintenance or minor alteration of existing community facilities or topographical features with negligible or no expansion of existing uses and will not independently result in a significant physical effect on the environment.

STAFF RECOMMENDATION

Staff recommends authorizing a Fourth Amendment to the Personal Services Contract with Forster & Kroeger Landscape Maintenance, Inc., a California corporation, to extend the Current Contract's term by up to five months (on a month-to-month basis at the Executive Director's discretion), and increase the total expenditure authority by up to \$40,060, to a total overall contract expenditure authority of up to \$645,200.

(Originated by Aaron Foxworthy, Deputy General Counsel & Real Estate Services Manager)

DocuSigned by:

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Thor Kaslofsky
Executive Director

Attachment A: Fourth Amendment to the Personal Services Contract with Forster & Kroeger Landscape Maintenance, Inc.

Attachment B: Personal Services Contract with Forster & Kroeger Landscape Maintenance, Inc and First through Third Amendments

ATTACHMENT A

Fourth Amendment to the Personal Services Contract with Forster & Kroeger Landscape Maintenance, Inc.

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

FOURTH AMENDMENT TO THE PERSONAL SERVICES CONTRACT

This FOURTH AMENDMENT to the Personal Services Contract (“**Fourth Amendment**”) is entered into as of January __, 2024 (the “**Effective Date**”) by and between the OFFICE OF COMMUNITY INVESTMENT AND INFRASTRUCTURE/SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY AND COUNTY OF SAN FRANCISCO, a public body, organized and existing under the laws of the State of California (“**OCII**”), and Forster & Kroeger Landscape Maintenance, Inc, a California Corporation (“**Contractor**”).

RECITALS

This Fourth Amendment is made with reference to the following facts and circumstances:

A. Community Facilities District No.1 (South Beach) (“**CFD No. 1**”) was established in 1988 by the former Redevelopment Agency of the City and County of San Francisco (“**Former Agency**”) Resolution Nos. 186-88 through 191-88 pursuant to the Mello-Roos Act to fund construction and maintenance of certain improvements including plazas, streetscape improvements, and lighting and irrigation systems within the boundaries of the CFD No. 1 geographic area, which is bounded by Embarcadero, Beale, Bryant, Federal, Brannan, CP Kelly and Townsend Streets and located in the South Beach portion of the Rincon Point-South Beach Redevelopment Project Area. The CFD No. 1 improvements are a highly visible amenity for the area and represent a significant capital investment to the property owners and OCII.

B. OCII has responsibility for providing landscape maintenance services within the CFD No. 1 area. The Successor Agency Commission (“**Commission**”) first approved a personal services contract with Forster & Kroeger Landscape Maintenance, Inc., a California Corporation (“**Contractor**”), to provide landscape maintenance services to CFD No.1 on October 3, 2017, by Resolution No. 37-2017, and approved a first amendment to the contract on October 6, 2020 by Resolution No. 17-2020, second amendment to the contract on May 2, 2023 by Resolution No. 14-2023, and third amendment to the contract on October 3, 2023 by Resolution No. 29-2023 (as amended, the “**Current Contract**”).

C. OCII and Contractor now wish to extend the term of the Current Contract and increase the contract budget to accommodate this extension. Thus, the parties now seek to enter into this Fourth Amendment to extend the termination date of the Current Contract on a month to month (or portion thereof) basis at the Executive Director’s discretion for a period of up to five months, from February 1, 2024 to June 30, 2024, and increase the Budget of the Contract by a

ATTACHMENT A

At the conclusion of each 12-month service period there will be an annual Consumer Price Index (“CPI”) change in the compensation paid to Contractor. The chart above shows approximations for Years 4, 5 and 6 assuming an annual 3% increase. The actual Years 4, 5 and 6 annual compensations (to be prorated and paid monthly) will be calculated using the 12-month percent change in CPI-U for All Urban Consumers published by the U.S. Bureau of Labor Statistics for August.

All expenses of Contractor are included in the amounts payable pursuant to **Attachment B, Budget**, and no expenses shall be reimbursed separately. Contractor will submit monthly billing invoices to OCII. OCII staff will review and approve these invoices for payment.

- a. The first sentence of **ATTACHMENT B: BUDGET** is amended as follows:

The maximum amount payable under this contract is ~~\$605,140~~645,200.

2. Miscellaneous

- a. This Fourth Amendment constitutes a part of the Contract and any reference to the Contract shall be deemed to include a reference to the Current Contract as amended by this Fourth Amendment.
- b. Except as otherwise amended hereby, all terms, covenants, conditions and provisions of the Contract shall remain in full force and effect.
- c. The Fourth Amendment shall be binding upon and inure to the benefit of the successors and assigns for OCII and the Contractor, subject to the limitations set forth in the Contract.
- d. This Fourth Amendment may be executed in any number of counterparts, all of which, together, shall constitute the original agreement.

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ATTACHMENT A

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

FORSTER & KROEGER LANDSCAPE
MAINTENANCE, INC., a California corporation

By: _____
Raul Garcia
President
Federal Tax Identification No. 68-0407551

SUCCESSOR AGENCY TO THE
REDEVELOPMENT AGENCY OF THE CITY
AND COUNTY OF SAN FRANCISCO, a public
body, organized and existing under the laws of the
State of California

By: _____
Thor Kaslofsky
Executive Director

APPROVED AS TO FORM:

By: _____
James B. Morales
General Counsel

Authorized by Resolution No. __-2024, adopted January __, 2024.

ATTACHMENT B

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 November 1, 2017 by and between the OFFICE OF COMMUNITY INVESTMENT AND INFRASTRUCTURE (OCII)/SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY AND COUNTY OF SAN FRANCISCO, a public body, corporate and politic ("OCII"), and FORSTER & KROEGER LANDSCAPE MAINTENANCE, INC., a California corporation ("Contractor").

RECITALS

- A. The Community Facilities District No. 1 (South Beach) ("CFD-1" or District") is in need of landscape maintenance and other related services in the Rincon Point-South Beach area. The District is bounded by Embarcadero, Beale, Bryant, Federal, Brannan, CP Kelly and Townsend Streets (See Map 1 for more detailed description).
- B. CFD-1 consists of four plazas, namely the Townsend Plaza (Map 1), First Plaza (Map 2), Brannan/ Beale Plaza (Map 3) and Bryant Plaza and Steps (Map 4). Moreover, the District improvements include approximately 455 street trees, 12,100 square feet of lawn cover, 2,400 square feet of ground cover, 866 square feet of shrub, 500 square feet of annuals, 15,400 square feet of irrigation and lighting system, and 41,000 square feet of litter and weed control area.
- C. On June 21, 2017, staff issued a Request for Proposals ("RFP") in accordance with the Office of Community Investment and Infrastructure's Purchasing Policy and Procedures, inviting proposals to provide landscape maintenance and related services
- D. OCII staff determined that Forster & Kroeger Landscape Maintenance, Inc. ("Forster & Kroeger") is well qualified to provide landscape maintenance and related services for CFD-1 Rincon Point/South Beach based on its qualifications, proven experience and complete proposed budget. Forster & Kroeger currently is under contract to provide landscape maintenance services and has performed well throughout the term of the existing personal services contract. This Contract will allow the Contractor to continue to provide such services.
- E. The Office of Community Investment and Infrastructure, as administrator of CFD-1, seeks to retain the Contractor to provide landscape maintenance and other related services as well as to perform at the direction of OCII such additional landscape work as may be needed which may include but are not limited to the replacement

and/or repair of bollards, pavers, trees, cobbles, stakes and ties. This latter work will be included, if at all, in change orders signed by the Executive Director of OCII during the term of the Contract.

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

1. SCOPE OF SERVICES

Contractor shall perform all services required under this Contract in connection with CFD-1, and shall carry out in satisfactory and proper manner as determined by OCII, the services described in Attachment 1, Scope of Services (the "Work"), attached hereto and made a part of this Contract. A consistently high standard of performance will be required of landscape maintenance workers, training personnel, supervisors and managers, and any subcontractors of Contractor, all of whom shall have appropriate licenses for the work they undertake pursuant to this Contract.

Contractor must maintain the availability of qualified and trained landscape maintenance workers and supervisory staff. Contractor shall assign personnel to the CFD-1.

OCII reserves the right to order changes in the Work to be performed hereunder by altering, adding to or deducting from the Work. All such changes shall be incorporated in written change orders executed by the Contractor and OCII's Executive Director which shall specify the changes ordered and any adjustment of compensation and/or completion time required by such change. Any Work added to the scope of this Contract by a change order shall be executed under all the applicable conditions of this Contract. No claim for additional compensation or extension of time shall be recognized unless contained in a change order duly executed by OCII and the Contractor.

2. TIME OF COMPLETION

A. Initial Term

The work under this Contract shall begin on November 1, 2017 and end on October 31, 2020 at midnight (the "Initial Term"), unless earlier terminated pursuant to Section 19, Termination.

B. Option to Extend Contract Term

At the option of the Executive Director of OCII, this Contract may be extended for one additional three-year term on all of the same terms and conditions. If OCII exercises this option, it will give Contractor written notice of exercise to Contractor not later than 30 days before the expiration of the term then in effect.

3. COMPENSATION AND METHOD OF PAYMENT

A. Compensation:

The maximum amount payable under this Contract is Two Hundred Seventy-Four Thousand Four Hundred Thirty-Six Dollars (\$274,436.00). Payment shall be made according to the schedule and terms described herein.

<u>Year</u>	<u>Date</u>	<u>Monthly</u>	<u>Annual</u>
Year 1	Nov 1, 2017 - Oct 31, 2018	\$ 6,725	\$ 80,700
Year 2	Nov 1, 2018 - Oct 31, 2019	\$ 6,926.75*	\$ 83,121*
Year 3	Nov 1, 2019 - Oct 31, 2020	\$ 7,134.55*	\$ 85,615*
Contingency for change orders (payable only to the extent of any change orders)			\$ 25,000
Total			\$ 274,436

* = approximation

At the conclusion of each 12-month service period there will be an annual Consumer Price Index ("CPI") increase in the compensation paid to Contractor. The chart above shows approximations for years two and three based on an annual 3% CPI increase. The actual Year 2 and 3 annual compensations (to be prorated and paid monthly) will be calculated using the 12-month percent change in CPI-U for All Urban Consumers published by the U.S. bureau of Labor Statistics for August.

All expenses of Contractor are included in the amounts payable pursuant to **Attachment B**, "Budget", and no expenses shall be reimbursed separately. Contractor will submit monthly billing invoices to OCII. OCII staff will review and approve these invoices for payment.

B. Taxes.

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

C. Benefits.

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

D. Payment Does Not Imply Acceptance of Work.

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

4. NO PERSONAL LIABILITY

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

5. ASSIGNMENT OF CONTRACT OR SUBCONTRACTING

Contractor shall not assign this Contract, or any part thereof, or hire any subcontractor to perform work under this Contract, without the prior express written consent of OCII.

6. INTENTIONALLY OMITTED (TERMS AND CONDITIONS-CDBG FUNDED CONTRACTS)

7. NON-FEDERAL LABOR STANDARDS

Contractor agrees that any employees performing work or services for Contractor shall be subject to the State and local laws governing prevailing wage rates, hours and working conditions, and benefits applicable to similar work or services performed in San Francisco. Contractor further agrees that the inclusion of the above provision in this Contract shall not be construed to relieve Contractor or any subcontractor from the pertinent requirements of any applicable Federal labor standards provision. Where minimum rates of pay required under State or local law are higher than the minimum rates of pay required by or set forth in applicable Federal labor standards, said State or local minimum rates shall be the applicable minimum rates of pay for such classifications.

8. INDEMNIFICATION

To the fullest extent allowable by law, Contractor shall hold harmless, defend at its own expense and indemnify OCII, the City and County of San Francisco and their respective commissioners, members, officers, agents and employees against any and all liability, claims, losses, damages or expenses, including reasonable attorney's fees, arising directly or indirectly from all acts or omissions to act of contractor or its officers, agents or

employees in rendering services under this contract; excluding, however, such liability, claims, losses, damages or expenses arising from Agency's gross negligence or willful acts and is not contributed to by any act of, or by any omission to perform some duty imposed by law or agreement on Contractor, its officers, agents or employees. In addition to Contractor's obligation to indemnify Agency, Contractor specifically acknowledges and agrees that it has an immediate and independent obligation to defend Agency from any claim which actually or potentially falls within this indemnification provision, even if the allegations are or may be groundless, false or fraudulent, which obligation arises at the time such claim is tendered to Contractor by Agency and continues at all times thereafter. This section does not apply to contracts for construction design services provided by a design professional, as defined in California Civil Code Section 2782.8.

9. INDEPENDENT CONTRACTOR

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

10. INSURANCE

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

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

- (1) Insurance Services Office Commercial General Liability coverage (occurrence form CG 00 01).
- (2) Insurance Services Office Automobile Liability coverage, code 1 (form number CA 00 01- any auto).
- (3) Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

(4) Intentionally Omitted.

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

(1) General Liability:

- a. For contracts not involving demolition or construction, or during phases of contracts prior to demolition or construction: \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit must apply separately to this project/location or the general aggregate limit must be twice the required occurrence limit (\$4,000,000). Applicable Umbrella or Excess Liability limits may be used to meet the terms of this paragraph.
- b. For contracts involving demolition or construction or during phases involving 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.

(2) Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.

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

(4) Professional Liability Insurance: **Intentionally Omitted**

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

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

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

- c. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five years after completion of contract work.

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

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

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

11. RECORDS, REPORTS AND AUDITS

A. Records

- (1) Records shall be established and maintained in accordance with Agency requirements, and U.S. Department of Housing and Urban Development ("HUD") requirements if the Contract is funded with HUD Community Development Block Grant ("CDBG") funds, with respect to all matters covered by this Contract. Except as otherwise authorized by OCII, such records shall be maintained for a period of four years from the date of the termination of the Contract; except that records that are the subject of audit findings shall be retained for four years or until such audit findings have been resolved, whichever is later.
- (2) All costs shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to this Contract shall be clearly identified and readily accessible.

B. Reports and Information

At such times and in such forms as OCII, the City and County of San Francisco or HUD, if the Contract is funded with CDBG funds, may require, there shall be furnished to OCII or its

designated representative such statements, records, reports, data and information as OCII, the City and County of San Francisco or HUD may request pertaining to matters covered by this Contract.

C. Audits and Inspections

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

12. CONFLICTS

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

13. CONTRACTOR'S DUTY OF LOYALTY

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

14. LIMITATIONS ON CONTRIBUTIONS

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

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

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

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

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

18. COMPLIANCE WITH SMALL BUSINESS ENTERPRISE PROGRAM

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

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

to modify the 50 % SBE participation goal consistent with the SBE Program, as specified in the SBE Agreement.

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

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

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

20. TERMINATION

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

21. MISCELLANEOUS PROVISIONS

A. Notices

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: Forster & Kroeger Landscape Maintenance, Inc.
77 Larkspur Street
San Rafael, CA 94901
Attention: Raul Garcia

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

B. Time of Performance

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

C. Successors and Assigns

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

D. Modification, Waiver and Amendment

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

E. Entire Contract

This Contract represents the complete agreement between the parties as to the matters described herein, and there are no oral understandings between Contractor and OCII affecting this Contract not set forth herein. This Contract supersedes all previous negotiations, arrangements, agreements and understandings between Contractor and OCII with respect to the subject matter hereof.

F. Severability

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

G. Governing Law

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

H. Headings

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

I. Attorneys' Fees

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

J. Authority

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

K. Designated Representative

The initial designated representative for OCII for this Contract is Hilde Myall or her designee, OCII representative's phone number is (415) 749-2468. The initial Contractor designated representative for this Contract is Raul Garcia, the Contractor's designated representative's phone number is (415) 456-6684

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

FORSTER & KROEGER LANDSCAPE MAINTENANCE, INC.
a California corporation

By: _____

Raul Garcia
President

Federal Tax Identification No. 68-0407551

SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY
AND COUNTY OF SAN FRANCISCO, a public body, organized and existing under the laws of
the State of California

By: _____

Nadia Sesay
Interim Executive Director
OCII

APPROVED AS TO FORM:

By: _____

James B. Morales
Agency General Counsel

Authorized by Resolution No. 37-2017, adopted 10/3/2017.

ATTACHMENTS

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

supplied through quick-coupler valves at the plaza locations. Contractor is to furnish and pay for water and water trucks for watering street trees.

2. COMMUNITY FACILITIES DISTRICT NO.1- GEOGRAPHIC AREA

The geographic area included in the Scope of Services for Community Facilities District No. 1 ("CFD No. 1") includes four plazas, containing 95 trees, 12,000 square feet of lawn, 2,400 square feet of ground cover, 8,666 square feet of shrubbery, 500 square feet of annuals, 41,000 square feet of litter and weed control, 15,400 square feet of irrigation and lighting systems, 360 street trees, 41 bollards and nine benches. (All quantities listed are approximate only. No adjustment will be made in contract price if the actual square footage differs.)

Townsend Plaza (Map 1)

Townsend Plaza is located between Townsend Street and The Embarcadero in front of the South Beach Marina Apartment.

First Plaza (Map 2)

First Plaza is bounded by the Embarcadero and the South Beach Marina Apartment's property line running between the edge of the South Beach Marina Apartments entrances, the back of the curb of the Delancey Street (First Street) cul-de-sac, and to the edge of the Delancey Street Foundation entrance.

Brannan/Beale Plaza (Map 3)

Brannan/Beale Plaza is bounded by Brannan Street, The Embarcadero, the Beale Street cul-de-sac and the back of the sidewalk along the Bayside Village Apartments.

Bryant Plaza and Steps (Map 4)

Bryant Plaza and Steps are located at the corner of Delancey Street (First Street) and Bryant Street.

Street Tree Maintenance (Map 5)

The street trees in the service area are along one or both sides of all or some of the following streets:

- Townsend Street between Second and The Embarcadero;
- Colin P. Kelly Jr. Street between Townsend and Brannan;
- Delancey Street (First Street) between First Plaza and Bryant;
- Brannan Street between Delancey Street (First Street) and The Embarcadero;
- Federal Street between Rincon and Delancey Street (First Street);
- Bryant Lane between Delancey Street (First Street) and Beale; and
- Beale Street between Brannan/Beale Plaza and Bryant.

3. TECHNICAL PROVISIONS

a. Tree Maintenance

- (1) General. The work consists of maintaining in a vigorous and healthy state all trees designated within the Contract area and controlling litter and weeds in the pavers around them. The contractor shall provide all materials, labor, and equipment necessary to ensure continued healthy growth throughout the Contract period. The Scope of Work includes cutting back roots and installing root barriers between tree well and pavers as needed, watering, disease and insect control, pruning, thinning, fertilizing, weed control, litter control and maintenance of tree stakes and ties, straightening of tree guards and leveling of tree well covers, raking and replenishment of pea gravel.
- (2) Watering. Watering of plaza trees shall be by existing irrigation systems. The contractor shall be responsible for supplemental watering by deep probe as needed. Watering of street trees not serviced by the irrigation system shall be by deep probe by water truck as needed and a minimum of six times during the dry season.
- (3) Fertilizer. All trees shall be fertilized at a rate and frequency determined by manufacturer's specifications and soil analysis shall be undertaken by contractor at least twice a year.
- (4) Integrated Pest Management. Based on weekly inspections, any diseases or pests discovered shall be controlled by approved methods under the direction of a licensed Agricultural Pest Control Operator. Contractor shall select control strategies that are effective, long lasting but least disruptive to the environment. Only the least-toxic chemical controls should be used, and only as a last resort.
- (5) Weeding. Areas at the base of trees and in the surrounding pavers shall be kept free of weeds by hand weeding or chemical controls under the direction of a licensed Agricultural Pest Control Operator.
- (6) Stakes and Ties. Stakes and ties shall be inspected weekly and repaired, replaced, removed or adjusted as needed.
- (7) Pruning. All trees shall be pruned as needed but not less than at least once a year in December or January to create and maintain an attractive, strong, healthy, and hazard-free branching structure. Pruning shall include removal of suckers. All pruned material shall be properly disposed of off-site by a certified environmental recycling compost operation.

c. **Groundcover Maintenance**

- (1) General. Groundcover maintenance shall consist of all items listed under lawn maintenance, excepting mowing and thatching.
- (2) Cutting. At least twice a year, all groundcover shall be trimmed or cut back to a height which will re-invigorate growth and maintain a neat appearance.
- (3) Cultivation. Groundcover areas shall be lightly cultivated at least twice a year, prior to fertilizing. Cultivation shall be done so as not to damage the roots of the groundcover.

d. **Shrub Maintenance**

- (1) General. Shrub maintenance shall consist of all items listed under tree maintenance, except staking and pruning.
- (2) Trimming. Shrubs shall be trimmed as necessary to maintain vigorous growth and a neat appearance at least four times a year.

e. **Annuals**

- (1) General. Maintenance of annuals shall consist of all items necessary to install appropriate seasonal annuals and maintain them in a vigorous and attractive state. Watering, fertilizing, litter control, weed, disease and pest control and cultivating shall be as described under "Groundcover Maintenance" above.
- (2) Installation. The Contractor shall purchase and install appropriate seasonal annuals from flats or larger sized plants, rotating at least twice yearly. The choice of annuals must be approved by Agency staff.
- (3) Trimming. Annuals shall be trimmed, including the removal of all dead flowers and foliage, as necessary, to maintain vigorous growth and a neat appearance.

f. **Irrigation and Lighting Systems**

- (1) General. It is the Contractor's responsibility to maintain existing irrigation and lighting systems in an operating condition. Unless contractor possesses the appropriate license, contractor shall have a licensed electrical contractor perform electrical work. Contractor shall provide all necessary manpower, equipment and service to maintain these systems including fuse ballast and bulb replacements for lighting systems.

- (2) Plumbing Repairs. The Contractor shall insure the integrity of the plumbing for the irrigation systems. Included shall be the adjustment of sprinkler heads to proper effective height and coverage. Replacement of sprinkler heads, underground piping, and other items damaged by the Contractor's operation shall be at the contractor's expense. The Contractor's responsibility shall extend from the street meter (but not including the meter) to the furthest sprinkler head. Repairs shall be made by a qualified plumber. The Contractor shall promptly report any damage to the system to Agency staff. All damage shall be repaired immediately.

g. General Litter, Weed Control and Maintenance

The Contractor shall remove and dispose of all litter and debris and shall control weeds in the plaza areas, tree wells, and "bump outs." ("Bump outs" are the areas between the widened curb and the standard concrete sidewalk that generally contain street trees, bollards and granite pavers.) The tree wells and bump outs which are included are those which contain trees maintained under this Contract.

The Contractor shall remove graffiti in a timely manner. Lens covers on the bollards will be cleaned, repaired and painted as needed. Contractor will inspect pavement for lifted, separated, cracked or damaged paving. Street benches shall be cleaned and treated with a preservative twice a year and the wrought iron armrest repainted as needed.

h. Repairs and Other

Extra work not included in the Contract is to be done only upon written direction by Agency staff.

i. Reporting

Uneven or cracked sidewalks and like items which are not the direct responsibility of the Contractor to repair, shall be reported promptly to Agency staff who may authorize repair as extra work under "Repairs and Other."

ATTACHMENT B: BUDGET

The maximum amount payable under this contract is \$274,436. Compensation shall be made based upon a mutually accepted agreement upon "Scope of Services" (Attachment A). All expenses of the Contractor are included, and no expenses shall be reimbursed separately.

Forster & Kroeger's Budget is as follows:

- | | |
|---|-------------------|
| 1. Personal Services: 4 workers 1 time per week and
1 irrigation technician as needed | \$4,400 per month |
| 2. Materials & Supplies: Truck and landscape equipment,
Irrigation supplies, bricks, pavers, sand and safety equipment | \$ 400 per month |
| 3. Subcontractors: Fahy Tree Service | \$1,000 per month |
| 4. Insurance | \$ 400 per month |
| 5. Overhead: Gas, rent, office staff | \$ 525 per month |

Total: \$ 6,725.00 per month

Additional Comments: Annual monthly rent will be adjusted in accordance with CPI.

XV. AGREEMENT EXECUTION

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

Signature

Date

Print Your Name

Title

Foster & Knoeger Landscape Maintenance, Inc.
Company Name and Phone Number

All expenses of Contractor are included in the amounts payable pursuant to **Attachment B, Budget**, and no expenses shall be reimbursed separately. Contractor will submit monthly billing invoices to OCII. OCII staff will review and approve these invoices for payment.

b. The first sentence of **ATTACHMENT B: BUDGET** is amended as follows:

The maximum amount payable under this contract is ~~\$551,104~~\$274,436.

2. Miscellaneous

- a. This First Amendment constitutes a part of the Contract and any reference to the Contract shall be deemed to include a reference to the Contract as amended by this First Amendment.
- b. Except as otherwise amended hereby, all terms, covenants, conditions and provisions of the Contract shall remain in full force and effect.
- c. The First Amendment shall be binding upon and inure to the benefit of the successors and assigns for OCII and the Contractor, subject to the limitations set forth in the Contract.
- d. This First Amendment may be executed in any number of counterparts, all of which, together, shall constitute the original agreement.

[Remainder of Page Intentional Left Blank]

All expenses of Contractor are included in the amounts payable pursuant to **Attachment B, Budget**, and no expenses shall be reimbursed separately. Contractor will submit monthly billing invoices to OCII. OCII staff will review and approve these invoices for payment.

- b. The first sentence of **ATTACHMENT B: BUDGET** is amended as follows:

The maximum amount payable under this contract is \$~~57~~51,104.

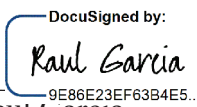
2. Miscellaneous

- a. This Second Amendment constitutes a part of the Contract and any reference to the Contract shall be deemed to include a reference to the Original Contract as amended by this Second Amendment.
- b. Except as otherwise amended hereby, all terms, covenants, conditions and provisions of the Contract shall remain in full force and effect.
- c. The Second Amendment shall be binding upon and inure to the benefit of the successors and assigns for OCII and the Contractor, subject to the limitations set forth in the Contract.
- d. This Second Amendment may be executed in any number of counterparts, all of which, together, shall constitute the original agreement.

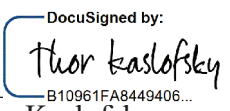
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IN WITNESS WHEREOF OCII and Contractor have executed this Second Amendment as of the date first above written.

FORSTER & KROEGER LANDSCAPE
MAINTENANCE, INC., a California corporation

By:  _____
Raul Garcia
President
Federal Tax Identification No. 68-0407551

SUCCESSOR AGENCY TO THE
REDEVELOPMENT AGENCY OF THE CITY
AND COUNTY OF SAN FRANCISCO, a public
body, organized and existing under the laws of the
State of California

By:  _____
Thor Kaslofsky
Executive Director

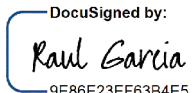
APPROVED AS TO FORM:

By:  _____
James B. Morales
General Counsel

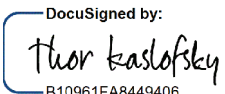
Authorized by Resolution No. _____, adopted _____.

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

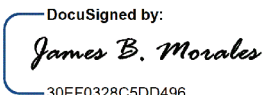
FORSTER & KROEGER LANDSCAPE
MAINTENANCE, INC., a California corporation

By:  _____
Raul Garcia
President
Federal Tax Identification No. 68-0407551

SUCCESSOR AGENCY TO THE
REDEVELOPMENT AGENCY OF THE CITY
AND COUNTY OF SAN FRANCISCO, a public
body, organized and existing under the laws of the
State of California

By:  _____
Thor Kaslofsky
Executive Director

APPROVED AS TO FORM:

By:  _____
James B. Morales
General Counsel

Authorized by Resolution No. 29-2023, adopted October 3, 2023

: