

File No. 156832

Committee Item No. 5

Board Item No. \_\_\_\_\_

### COMMITTEE/BOARD OF SUPERVISORS AGENDA PACKET CONTENTS LIST

Committee: Budget & Finance Committee

Date October 14, 2015

Board of Supervisors Meeting

Date \_\_\_\_\_

#### Cmte Board

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Completed by: Linda Wong Date October 9, 2015  
Completed by: Linda Wong Date \_\_\_\_\_

1 [Emergency Contracts - Alta Consulting Services, Sierra Detention Systems, and Siemens  
2 Industry, Inc.- Security Systems for County Jails Number 1 and 2 - Not to Exceed \$1,116,047]

3 **Resolution approving three emergency public work contracts under Administrative**  
4 **Code, Section 6.60, with Alta Consulting Services, Sierra Detention Systems, and**  
5 **Siemens Industry, Inc., to design, repair and upgrade the electronic security system for**  
6 **County Jails Number 1 and 2, with total contract amounts not to exceed \$1,116,047.**

7  
8 WHEREAS, The San Francisco Sheriff's Department ("Sheriff") maintains County Jail  
9 Numbers One and Two at 425-7th Street; and

10 WHEREAS, A failure in the building's electrical system damaged the electronic security  
11 system, including the central intercom, cameras and control panels that support both facilities  
12 and coordinate audio and visual jail door operations for the medical and psychiatric unit; and

13 WHEREAS, The electronic security system failure affected the Sheriff's ability to  
14 ensure safe ingress and egress of inmates; and

15 WHEREAS, The cost to design, repair, and upgrade the most critical components of  
16 the electronic security system is \$1,116,047; and

17 WHEREAS, Public Works has executed a contract valued at \$93,963 with Alta  
18 Consulting Services, for planning, design review, and construction monitoring services; and

19 WHEREAS, The contract is on file with the Clerk of the Board of Supervisors in File  
20 No. 150832, which is hereby declared to be a part of this resolution as if set forth fully herein;

21 and

22 WHEREAS, Public Works has executed a contract valued at \$956,447 with Sierra  
23 Detention Systems for construction services to repair and begin the modernization of the  
24 electronic security system; and

1           WHEREAS, The contract is on file with the Clerk of the Board of Supervisors in File  
2 No. 150832, which is hereby declared to be a part of this resolution as if set forth fully herein;  
3 and

4           WHEREAS, Public Works has executed a contract, valued at \$65,637 with Siemens  
5 Industry, Inc. for support services including technical field assessments; and

6           WHEREAS, The contract is on file with the Clerk of the Board of Supervisors in File  
7 No. 150832, which is hereby declared to be a part of this resolution as if set forth fully herein;  
8 and

9           WHEREAS, Administrative Code, Section 6.60 authorizes department heads  
10 responsible for public work to award an emergency contract, exempt from the competitive  
11 bidding process, in the event of an actual emergency which includes the "breakdown or  
12 imminent breakdown of any plant, equipment, structure, street or public work necessitating  
13 immediate emergency repair or reconditioning to safeguard the lives or property of the  
14 citizens; or the property of the City and County; or to maintain the public health or welfare;"  
15 and

16           WHEREAS, On August 20, 2014, the Sheriff notified the Mayor's Office of the failure of  
17 the electronic security system at County Jails Number One and Two; and

18           WHEREAS, The letter is on file with the Clerk of the Board of Supervisors in File  
19 No. 150832, which is hereby declared to be a part of this resolution as if set forth fully herein;  
20 and

21           WHEREAS, On November 21, 2014, the Director of the Department of Public Works  
22 declared an emergency to allow the immediate repair and modernization of the electronic  
23 security system at County Jails Number One and Two; and

24           WHEREAS, Administrative Code, Section 6.60(D) requires that the Board of  
25 Supervisors approve emergency work with an estimated cost in excess of \$250,000; and

1           WHEREAS, The cost to repair and modernize the most critical components of the  
2 electronic security systems is \$1,116,047; and

3           WHEREAS, The Controller has certified that funds are available for this emergency  
4 contract; now, therefore, be it

5           RESOLVED, That the Board of Supervisors approves and authorizes the Director of  
6 San Francisco Public Works to proceed with all work necessary to repair and modernize the  
7 electronic security system at County Jails Number One and Two with a combined contract  
8 amount not to exceed \$1,116,047.

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<p><b>Item 5</b> <b>File 15-0832</b></p>	<p><b>Departments:</b> Sheriff's Department Department of Public Works</p>
<p><b>EXECUTIVE SUMMARY</b></p>	
<p><b>Legislative Objectives</b></p>	
<ul style="list-style-type: none"> <li>• Resolution approving three emergency public works contracts under Administrative Code Section 6.60 with (a) Alta Consulting Services, (b) Sierra Detention Systems and (c) Siemens Industry, Inc. to design, repair and upgrade the electronic security system for County Jails # 1 and #2, with total contract amounts not to exceed \$1,116,047.</li> </ul>	
<p><b>Key Points</b></p>	
<ul style="list-style-type: none"> <li>• On August 11, 2014, the main security system control board in Jails #1 and #2 short-circuited, which caused the main intercom system and security cameras to fail.</li> <li>• On November 21, 2014, the Director of the Department of Public Works declared an emergency to allow the immediate repair and modernization of the electronic security system at County Jails #1 and #2. The over three-month delay between August 11, 2015 and November 21, 2015, occurred due to a misunderstanding regarding the City's emergency contract procedures.</li> </ul>	
<p><b>Fiscal Impact</b></p>	
<ul style="list-style-type: none"> <li>• The work was completed by August 18, 2015, such that Public Works will pay the three emergency contracts with (a) Alta Consulting Services for \$93,963, (b) Sierra Detention Systems for \$956,447 and (c) Siemens Industry, Inc. for \$65,637, for a total a not to exceed \$1,116,047.</li> <li>• The source of funding is a work order from the Sheriff's Department, using General Funds from the Sheriff's budgeted FY 2014-15 maintenance and project funds.</li> </ul>	
<p><b>Policy Consideration</b></p>	
<ul style="list-style-type: none"> <li>• Section 6.60 of the Administrative Code now requires resolutions to approve emergency determination be submitted to the Board of Supervisors within 60 days of the department head's emergency declaration. This resolution was submitted over nine months after Public Works made its declaration of the emergency.</li> <li>• This is the third emergency resolution in the past year delayed due to City department misunderstandings regarding who has jurisdiction for procuring emergency contracts.</li> </ul>	
<p><b>Recommendations</b></p>	
<ul style="list-style-type: none"> <li>• Amend the resolution to urge the Department of Public Works to work with the City Attorney's Office to immediately issue a memorandum to all City departments under its jurisdiction regarding the specific procedures to follow if an emergency arises in the future.</li> <li>• Approve the proposed resolution, as amended.</li> </ul>	

## MANDATE STATEMENT

Administrative Code Section 6.60 provides that City contracts entered into for emergency work may be executed in the most expeditious manner. However, emergency contracts in the amount of \$250,000 or more are subject to Board of Supervisors approval. Section 6.60(d) also states that if the emergency does not permit approvals of the emergency determination before work is commenced or the contracts entered into, such approvals shall be obtained as soon as possible, with the proposed resolution approving the emergency determination submitted to the Board of Supervisors within 60 days of the department head's emergency declaration.

## BACKGROUND

The Sheriff's Department operates County Jail #1 and #2 at 425 7<sup>th</sup> Street. County Jail #1 provides prisoner processing services and can hold up to 298 inmates in the various stages of booking, intake, holding and release. County Jail #2 can hold up to 392 inmates, including two units for women, two units for men and one re-entry unit for the medical, psych, clinic and dental wards.

On August 11, 2014, the main security systems control board at Jails #1 and #2 short-circuited, which caused a failure of the main intercom system and froze the security camera views in their last setting. As a result, intercom communications and camera views to observe inmate movements and control door responses were disabled in Jails #1 and #2. On August 20, 2014, the Sheriff notified the Mayor's Office regarding the failure of the electronic security systems at Jails #1 and #2.

On November 21, 2014, the Director of the Department of Public Works declared an emergency to allow the immediate repair and modernization of the electronic security systems at County Jails #1 and #2. The over three-month delay between August 11, 2014, when the Jail's security systems failed and November 21, 2014, when the emergency was officially declared, occurred due to a misunderstanding regarding the correct procedures required to proceed with such emergency work, according to Mr. Sung Kim, Assistant Division Manager for the Department of Public Works (Public Works). However, Mr. Kim advises that during this time, the Sheriff's maintenance staff completed minor initial repairs to maintain code compliance, developed scopes of work for further contractual repairs and identified potential vendors who had previous experience with jail-related security systems to address the required repair and upgrade of the Jail's security systems.

In accordance with Section 6.60 of the Administrative Code, emergency contracts may be executed in the most expeditious manner, such that normal competitive bidding procedures are not required. The Sheriff's staff identified contractors that had previous direct experience

with similar security systems and/or had worked on similar projects with the Sheriff's Department. Alta Consulting Services, Inc. was selected based on their prior experience with such security systems with both the Sheriff's Department and the San Francisco Municipal Transportation Authority. Sierra Detention Systems was selected because they are a nationally recognized vendor for installing detention facility security systems. Siemens Industry, Inc. was selected because they are the existing maintenance contractor for the Jails #1 and #2 security system and therefore familiar with the existing Jail's security system requirements.

On December 11, 2014, Public Works entered into an emergency six-month agreement with Alta Consulting Services, Inc. to provide security system planning and design services for a not to exceed \$93,963. These planning and design services included (a) developing a model of the existing integrated security systems, (b) preparing a description of the operational functionality of the door/gate control and monitoring, detention/cell intercom system and surveillance/recording systems, (c) developing recommendations for alternatives, and costs for both short-term and long-term replacement and (d) construction monitoring and review of the contractor's work.

On December 24, 2014, Public Works entered into an emergency six-month agreement with Sierra Detention Systems for construction services to repair and upgrade Jail #1 and #2's central control intercom and electronic security systems for a not-to-exceed \$914,462. These repair and upgrade services included (a) replacement of the central control panel, including software upgrades to enhance the Jail's intercom and camera recording network systems, (b) upgrade and replacement of various cameras, and (c) improved digital storage to significantly expand the video storage capacity. On August 10, 2015, Public Works approved a contract change order request to increase the original Sierra Detention Systems contract by \$41,985, from \$914,462 to \$956,447, and extend the term by six weeks from June 28, 2015 through August 12, 2015 in order to provide backup components for data storage and upgrade the master power source.

On December 24, 2014, Public Works entered into an emergency six-month agreement with Siemens Industry, Inc. to provide support services to both the design and installation construction firms, including technical field assessments for a not to exceed \$65,637.

According to Mr. Kim, all work was completed by August 18, 2015.

#### **DETAILS OF PROPOSED LEGISLATION**

The proposed resolution would approve three emergency public works contracts between the City and County of San Francisco and Alta Consulting Services, Sierra Detention Systems and Siemens Industry, Inc. for the design, repair and upgrade and the related support services for the electronic security systems for County Jails #1 and #2, with total contract amounts not to exceed \$1,116,047.

**FISCAL IMPACT**

Table 1 below shows a breakdown of the total costs to design, repair, upgrade and provide the related support services for the electronic security systems at Jails #1 and #2. According to Mr. Kim, Public Works is currently in the process of paying the total \$1,116,047 to the three contractors. Mr. Kim advises that funds to pay the three contractors were provided through a work order from the Sheriff's Department, from the Sheriff's budgeted General Fund FY 2014-15 maintenance and capital project funds, previously appropriated by the Board of Supervisors.

**Table 1: Cost to Design, Repair and Upgrade Jail #1 and #2 Security Systems**

<b>By Contractor and Project Element</b>	<b>Cost</b>
<i>Alta Consulting Services, Inc.</i>	
Planning & Study Phase	\$35,244
Design Review Phase	18,022
Construction Oversight Phase	<u>40,698</u>
<i>Alta Consulting Services, Inc. Total</i>	<i>\$93,963</i>
<i>Sierra Detention Systems</i>	
Central Control System	\$642,786
Video System	92,292
Intercom System	179,384
Backup Components & Power Source	41,985
<i>Sierra Detention Systems Total</i>	<i>\$956,447</i>
<i>Siemens Industry</i>	
Technical Field Assessment	\$49,920
After Hours Technical Support	9,750
Overhead	<u>5,967</u>
<i>Siemens Industry Total</i>	<i>\$65,637</i>
<b>Grand Total</b>	<b>\$1,116,047</b>

**POLICY CONSIDERATION**

On June 23, 2015, the Board of Supervisors approved amendments to Chapter 6 of the Administrative Code, including Section 6.60 regarding emergency contracts, which became effective on August 1, 2015 (File 15-0175; Ordinance No. 108-15). Under the new provisions, the department head responsible for addressing the emergency may declare an emergency with immediate notice to the Board of Supervisors, the Mayor, Controller and board or commission having jurisdiction over the emergency. In addition, if the estimated cost of the



emergency exceeds \$250,000, the proposed resolution approving the emergency determination must be submitted to the Board of Supervisors within 60 days of the department head's emergency declaration.

The electronic security systems in Jails #1 and #2 failed on August 11, 2014. The Director of the Department of Public Works declared an emergency on November 21, 2014. However, the proposed resolution seeking such authorization was not introduced to the Board of Supervisors until September 8, 2015, over a year after the security systems failed, and over nine months after Public Works made its declaration of the emergency.

The intent of seeking authorization from the Board of Supervisors within 60 days of the department head's emergency declaration is so that the Board of Supervisors may review the emergency nature of the contracts shortly after the emergency is declared. Such a significant delay between the emergency declaration and the approval from the Board of Supervisors denies the Board of Supervisors its authority to approve such contracts on a timely basis. Given that all of the work under these three emergency contracts has already been completed, the Board of Supervisors should approve the proposed resolution. However, in the future, Public Works should submit emergency resolutions within 60 days to the Board of Supervisors as now required in Section 6.60 of the Administrative Code.

In addition, this is the third emergency resolution in the past year<sup>1</sup> that was delayed due to misunderstandings on the part of other City departments and agencies regarding who has jurisdiction for declaring an emergency and procuring the necessary emergency contracts. In all three cases, other City departments did not know to immediately notify the Department of Public Works regarding their emergencies. Therefore, the Budget and Legislative Analyst recommends that the Board of Supervisors urge the Department of Public Works to work with the City Attorney's Office to immediately issue a memorandum to all City departments under its jurisdiction regarding the specific procedures to follow if an emergency arises in the future.

## RECOMMENDATIONS

1. Amend the resolution to urge the Department of Public Works to work with the City Attorney's Office to immediately issue a memorandum to all City departments under its jurisdiction regarding the specific procedures to follow if an emergency arises in the future.
2. Approve the proposed resolution, as amended.

<sup>1</sup> File 15-0067 was an emergency resolution for a new Fire Department facility on Treasure Island and File 15-0718 was an emergency resolution for the Human Services Agency, both of which were delayed being forwarded to Public Works due to confusion regarding who could procure the necessary emergency contracts for each of these City departments.



**OFFICE OF THE SHERIFF  
CITY AND COUNTY OF SAN FRANCISCO**

1 DR. CARLTON B. GOODLETT PLACE  
ROOM 456, CITY HALL  
SAN FRANCISCO, CALIFORNIA 94102



**Ross Mirkarimi  
SHERIFF**

August 20, 2014  
Reference: 2014-164

Ms. Kate Howard  
Mayor's Budget Director  
City Hall, Room 288  
San Francisco, CA 94102


Dear Ms. Howard:

I write to advise you of a recent failure of the security camera and control panel system at County Jails 1 & 2 and how such a failure endangers the inmates and sworn staff in these facilities.

Section C of the Administrative Code Section 6.60 defines an emergency as a "sudden, unforeseeable and unexpected occurrence involving a clear and imminent danger, demanding immediate action to prevent or mitigate loss of or damage to life, health property or essential public services." The recent failure of the security camera and control panel system at County Jail #1 and #2 is clearly such an emergency. Without this security camera and control panel system, the department cannot monitor the ingress and egress of personnel in the jail or monitor the safety of sworn staff supervising inmates in the housing areas. As per Administrative Code Section 6.60, I am requesting approval in writing for emergency repairs, work and contracts in excess of \$250,000. Furthermore, as per Administrative Code 21.15, I am requesting approval in writing to "enter into a contract directly in the most expeditious manner necessary in order to respond to the emergency."

If you have any questions related to this request, please feel free to contact my Chief Financial Officer Bree Mawhorter at (415) 554-4316.

Respectfully,

  
ROSS MIRKARIMI  
Sheriff

cc: Undersheriff Rocha, Assistant Sheriff Miyamoto, Chief Deputy Gorwood, Bree Mawhorter, Mohammed Nuru, DPW

PHONE: 415-554-7225 FAX: 415-554-7050

WEBSITE: WWW.SFSHERIFF.COM

EMAIL: SHERIFF@SFGOV.ORG



August 19, 2015

Angela Calvillo, Clerk of the Board  
Board of Supervisors  
1 Dr. Carlton B. Goodlet Place, Rm. 244  
San Francisco, Ca 94102-4689

Edwin M. Lee  
Mayor

Mohammed Nuru  
Director

San Francisco Public Works  
1 Dr. Carlton B. Goodlett Pl.  
Room 348  
San Francisco, CA 94102  
tel 415-554-6920

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twitter.com/mrcleansf

Subject: Resolution Approving an Emergency Public Works Contract for  
County Jails Number One and Two

Dear Ms. Calvillo:

Attached please find an original and one hard copy of a Resolution requesting approval of an emergency public work contract under Administrative Code Section 6.60 to design, repair and upgrade the security system at County Jails Number One and Two. In addition, the following contracts accompany this request:

- Signed professional services agreement with Alta Consulting Services, Inc. dated December 11, 2014, for planning, design review and construction monitoring services;
- Signed construction agreement with Sierra Detention Systems dated December 24, 2014, for construction services to repair and begin the modernization of the electronic security system; and
- Signed construction agreement with Siemens Industry, Inc. for support services including technical field assessments.

We respectfully request passage of the Resolution supporting this declaration of emergency and award of three contracts with a not-to-exceed amount of \$1,116,047.

The contact person for this matter is Sung Kim, Deputy Division Manager, Contract Administration at (415) 554-6417.

Yours truly,

Mohammed Nuru

Attachments



**City and County of San Francisco  
Department of Public Works  
1155 Market Street, 4<sup>th</sup> Floor  
San Francisco, California 94103**

**Agreement between the City and County of San Francisco and**

**Alta Consulting Services, Inc.  
2107 North 1st Street, Suite 470  
San Jose, CA 95131**

This Agreement is made this 11th day of December, 2014, in the City and County of San Francisco, State of California, by and between: Alta Consulting Services, Inc., hereinafter referred to as "Contractor," and the City and County of San Francisco, a municipal corporation, hereinafter referred to as "City," acting by and through its Director of Public Works, hereinafter referred to as "Director."

**Recitals**

WHEREAS, the **Department of Public Works** ("Department") wishes to provide security system planning services for the rebuilding of the security systems at San Francisco County Jails #1 and #2;

WHEREAS, an Order of Emergency Contract Award #183,138 was issued on November 20, 2014 and City selected Contractor as the qualified party to perform the work; and

WHEREAS, Contractor represents and warrants that it is qualified to perform the services required by City as set forth under this Contract;

Now, THEREFORE, the parties agree as follows:

**Definitions**

Where any word or phrase defined below, or a pronoun used in place thereof, is used in any part of this Agreement and Specifications, it shall have the meaning herein set forth.

<b>AUTHORIZATION</b>	Contract Order of the City and County of San Francisco properly executed by the Director, Director of Purchasing, and Director of Administrative Services, and certified by the Controller for the specific funding of this Agreement or any modification thereof.
<b>CITY ADMINISTRATOR</b>	City Administrator of the City and County of San Francisco.
<b>CITY</b>	City and County of San Francisco, a municipal corporation.
<b>CONTRACTOR</b>	Alta Consulting Services, Inc.
<b>CONTROLLER</b>	Controller of the City and County of San Francisco.
<b>DIRECTOR</b>	Director of Public Works of the City and County of San Francisco.

**WORK**

The work to be done in providing the services as described and specified in Appendix A.

**1. Certification of Funds; Budget and Fiscal Provisions; Termination in the Event of Non-Appropriation.** This Agreement is subject to the budget and fiscal provisions of the City's Charter. Charges will accrue only after prior written authorization certified by the Controller, and the amount of City's obligation hereunder shall not at any time exceed the amount certified for the purpose and period stated in such advance authorization. This Agreement will terminate without penalty, liability or expense of any kind to City at the end of any fiscal year if funds are not appropriated for the next succeeding fiscal year. If funds are appropriated for a portion of the fiscal year, this Agreement will terminate, without penalty, liability or expense of any kind at the end of the term for which funds are appropriated. City has no obligation to make appropriations for this Agreement in lieu of appropriations for new or other agreements. City budget decisions are subject to the discretion of the Mayor and the Board of Supervisors. Contractor's assumption of risk of possible non-appropriation is part of the consideration for this Agreement.

**THIS SECTION CONTROLS AGAINST ANY AND ALL OTHER PROVISIONS OF THIS AGREEMENT.**

**2. Term of the Agreement.** Subject to Section 1, the term of this Agreement shall be 180 days from the date of Order of Emergency Contract Award.

**3. Effective Date of Agreement.** This Agreement shall become effective when the Controller has certified to the availability of funds and Contractor has been notified in writing.

**4. Services Contractor Agrees to Perform.** The Contractor agrees to perform the services generally provided for in Appendix A, "Description of Services," attached hereto and incorporated by reference as though fully set forth herein.

**5. Compensation.** Compensation shall be made in monthly payments on or before the 25th day of each month for work, as set forth in Section 4 of this Agreement, that the Director of Public Works, in his or her sole discretion, concludes has been performed as of the last day of the immediately preceding month. In no event shall the amount of this Agreement exceed \$93,963.00 (NINETY THREE THOUSAND NINE HUNDRED AND SIXTY THREE DOLLARS). The breakdown of costs associated with this Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein. No charges shall be incurred under this Agreement nor shall any payments become due to Contractor until reports, services, or both, required under this Agreement are received from Contractor and approved by the **Department of Public Works** as being in accordance with this Agreement. City may withhold payment to Contractor in any instance in which Contractor has failed or refused to satisfy any material obligation provided for under this Agreement. In no event shall City be liable for interest or late charges for any late payments.

**6. Guaranteed Maximum Costs.** The City's obligation hereunder shall not at any time exceed the amount certified by the Controller for the purpose and period stated in such certification. Except as may be provided by laws governing emergency procedures, officers and employees of the City are not authorized to request, and the City is not required to reimburse the Contractor for, Commodities or Services beyond the agreed upon contract scope unless the changed scope is authorized by amendment and approved as required by law. Officers and employees of the City are not authorized to offer or promise, nor is the City required to honor, any offered or promised additional funding in excess of the maximum amount of funding for which the contract is certified without certification of the additional

amount by the Controller. The Controller is not authorized to make payments on any contract for which funds have not been certified as available in the budget or by supplemental appropriation.

**7. Payment; Invoice Format.** Invoices furnished by Contractor under this Agreement must be in a form acceptable to the Controller, and must include a unique invoice number. All amounts paid by City to Contractor shall be subject to audit by City. Payment shall be made by City to Contractor at the address specified in the section entitled "Notices to the Parties."

**8. Submitting False Claims; Monetary Penalties.** Pursuant to San Francisco Administrative Code §21.35, any contractor, subcontractor or consultant who submits a false claim shall be liable to the City for the statutory penalties set forth in that section. The text of Section 21.35, along with the entire San Francisco Administrative Code is available on the web at [http://www.amlegal.com/nxt/gateway.dll/California/administrative/administrativecode?f=templates\\$fn=default.htm\\$3.0\\$vid=amlegal:sanfrancisco\\_ca\\$sync=1](http://www.amlegal.com/nxt/gateway.dll/California/administrative/administrativecode?f=templates$fn=default.htm$3.0$vid=amlegal:sanfrancisco_ca$sync=1). A contractor, subcontractor or consultant will be deemed to have submitted a false claim to the City if the contractor, subcontractor or consultant: (a) knowingly presents or causes to be presented to an officer or employee of the City a false claim or request for payment or approval; (b) knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by the City; (c) conspires to defraud the City by getting a false claim allowed or paid by the City; (d) knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the City; or (e) is a beneficiary of an inadvertent submission of a false claim to the City, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the City within a reasonable time after discovery of the false claim.

**9. Left blank by agreement of the parties. (Disallowance)**

**10. Taxes**

a. Payment of any taxes, including possessory interest taxes and California sales and use taxes, levied upon or as a result of this Agreement, or the services delivered pursuant hereto, shall be the obligation of Contractor.

b. Contractor recognizes and understands that this Agreement may create a "possessory interest" for property tax purposes. Generally, such a possessory interest is not created unless the Agreement entitles the Contractor to possession, occupancy, or use of City property for private gain. If such a possessory interest is created, then the following shall apply:

(1) Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that Contractor, and any permitted successors and assigns, may be subject to real property tax assessments on the possessory interest;

(2) Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that the creation, extension, renewal, or assignment of this Agreement may result in a "change in ownership" for purposes of real property taxes, and therefore may result in a revaluation of any possessory interest created by this Agreement. Contractor accordingly agrees on behalf of itself and its permitted successors and assigns to report on behalf of the City to the County Assessor the information required by Revenue and Taxation Code section 480.5, as amended from time to time, and any successor provision.

(3) Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that other events also may cause a change of ownership of the possessory interest and result in the revaluation of the possessory interest. (see, e.g., Rev. & Tax. Code section 64, as amended

from time to time). Contractor accordingly agrees on behalf of itself and its permitted successors and assigns to report any change in ownership to the County Assessor, the State Board of Equalization or other public agency as required by law.

(4) Contractor further agrees to provide such other information as may be requested by the City to enable the City to comply with any reporting requirements for possessory interests that are imposed by applicable law.

**11. Payment Does Not Imply Acceptance of Work.** The granting of any payment by City, or the receipt thereof by Contractor, shall in no way lessen the liability of Contractor to replace unsatisfactory work, equipment, or materials, although the unsatisfactory character of such 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 Agreement may be rejected by City and in such case must be replaced by Contractor without delay.

**12. Qualified Personnel.** Work under this Agreement shall be performed only by competent personnel under the supervision of and in the employment of Contractor. Contractor will comply with City's reasonable requests regarding assignment of personnel, but all personnel, including those assigned at City's request, must be supervised by Contractor. Contractor shall commit adequate resources to complete the project within the project schedule specified in this Agreement.

**13. Responsibility for Equipment.** City shall not be responsible for any damage to persons or property as a result of the use, misuse or failure of any equipment used by Contractor, or by any of its employees, even though such equipment be furnished, rented or loaned to Contractor by City.

**14. Independent Contractor; Payment of Taxes and Other Expenses**

**a. Independent Contractor**

Contractor or any agent or employee of Contractor shall be deemed at all times to be an independent contractor and is wholly responsible for the manner in which it performs the services and work requested by City under this Agreement. Contractor or any agent or employee of Contractor shall not have employee status with City, nor be entitled to participate in any plans, arrangements, or distributions by City pertaining to or in connection with any retirement, health or other benefits that City may offer its employees. Contractor or any agent or employee of Contractor is liable for the acts and omissions of itself, its employees and its agents. Contractor shall be responsible for all obligations and payments, whether imposed by federal, state or local law, including, but not limited to, FICA, income tax withholdings, unemployment compensation, insurance, and other similar responsibilities related to Contractor's performing services and work, or any agent or employee of Contractor providing same. Nothing in this Agreement shall be construed as creating an employment or agency relationship between City and Contractor or any agent or employee of Contractor. Any terms in this Agreement referring to direction from City shall be construed as providing for direction as to policy and the result of Contractor's work only, and not as to the means by which such a result is obtained. City does not retain the right to control the means or the method by which Contractor performs work under this Agreement.

**b. Payment of Taxes and Other Expenses.**

Should City, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Division, or both, determine that Contractor is an employee for purposes of collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by Contractor which can be applied against this liability).



City shall then forward those amounts to the relevant taxing authority. Should a relevant taxing authority determine a liability for past services performed by Contractor for City, upon notification of such fact by City, Contractor shall promptly remit such amount due or arrange with City to have the amount due withheld from future payments to Contractor under this Agreement (again, offsetting any amounts already paid by Contractor which can be applied as a credit against such liability). A determination of employment status pursuant to the preceding two paragraphs shall be solely for the purposes of the particular tax in question, and for all other purposes of this Agreement, Contractor shall not be considered an employee of City. Notwithstanding the foregoing, should any court, arbitrator, or administrative authority determine that Contractor is an employee for any other purpose, then Contractor agrees to a reduction in City's financial liability so that City's total expenses under this Agreement are not greater than they would have been had the court, arbitrator, or administrative authority determined that Contractor was not an employee.

## 15. Insurance

a. Without in any way limiting Contractor's liability pursuant to the "Indemnification" section of this Agreement, Contractor must maintain in force, during the full term of the Agreement, insurance in the following amounts and coverages:

- 1) Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than \$1,000,000 each accident, injury, or illness; and
- 2) Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations; and
- 3) Commercial Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.
- 4) Professional liability insurance, applicable to Contractor's profession, with limits not less than \$1,000,000 each claim with respect to negligent acts, errors or omissions in connection with professional services to be provided under this Agreement.

b. Commercial General Liability and Commercial Automobile Liability Insurance policies must be endorsed to provide:

- 1) Name as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees.
- 2) That such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought.

c. Regarding Workers' Compensation, Contractor hereby agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agents and subcontractors.

d. All policies shall provide thirty days' advance written notice to the City of reduction or nonrenewal of coverages or cancellation of coverages for any reason. Notices shall be sent to the City address in the "Notices to the Parties" section.

e. Should any of the required insurance be provided under a claims-made form, Contractor shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of three years beyond the expiration of this Agreement, to the effect that, should occurrences

during the contract term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.

f. Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limits specified above.

g. Should any required insurance lapse during the term of this Agreement, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this Agreement, effective as of the lapse date. If insurance is not reinstated, the City may, at its sole option, terminate this Agreement effective on the date of such lapse of insurance.

h. Before commencing any operations under this Agreement, Contractor shall furnish to City certificates of insurance and additional insured policy endorsements with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are satisfactory to City, in form evidencing all coverages set forth above. Failure to maintain insurance shall constitute a material breach of this Agreement.

i. Approval of the insurance by City shall not relieve or decrease the liability of Contractor hereunder.

j. If a subcontractor will be used to complete any portion of this agreement, the Contractor shall ensure that the subcontractor shall provide all necessary insurance and shall name the City and County of San Francisco, its officers, agents and employees and the Contractor listed as additional insureds.

## 16. Indemnification

a. **General.** To the fullest extent permitted by law, Contractor shall assume the defense of (with legal counsel subject to approval of the City), indemnify and save harmless the City, its boards, commissions, officers, and employees (collectively "Indemnitees"), from and against any and all claims, loss, cost, damage, injury (including, without limitation, injury to or death of an employee of the Contractor or its subconsultants), expense and liability of every kind, nature, and description (including, without limitation, incidental and consequential damages, court costs, attorneys' fees, litigation expenses, fees of expert consultants or witnesses in litigation, and costs of investigation), that arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, the negligence, recklessness, or willful misconduct of the Contractor, any subconsultant, anyone directly or indirectly employed by them, or anyone that they control (collectively, "Liabilities").

b. **Limitations.** No insurance policy covering the Contractor's performance under this Agreement shall operate to limit the Contractor's Liabilities under this provision. Nor shall the amount of insurance coverage operate to limit the extent of such Liabilities. The Contractor assumes no liability whatsoever for the sole negligence, active negligence, or willful misconduct of any Indemnitee or the contractors of any Indemnitee.

c. **Copyright infringement.** Contractor shall also indemnify, defend and hold harmless all Indemnitees from all suits or claims for infringement of the patent rights, copyright, trade secret, trade name, trademark, service mark, or any other proprietary right of any person or persons in consequence of the use by the City, or any of its boards, commissions, officers, or employees of articles or services to be supplied in the performance of Contractor's services under this Agreement. Infringement of patent rights, copyrights, or other proprietary rights in the performance of this Agreement, if not the basis for indemnification under the law, shall nevertheless be considered a material breach of contract.

**17. Incidental and Consequential Damages.** Contractor shall be responsible for incidental and consequential damages resulting in whole or in part from Contractor's acts or omissions. Nothing in this Agreement shall constitute a waiver or limitation of any rights that City may have under applicable law.

**18. Liability of City.** CITY'S PAYMENT OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE PAYMENT OF THE COMPENSATION PROVIDED FOR IN SECTION 5 OF THIS AGREEMENT. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IN NO EVENT SHALL CITY BE LIABLE, REGARDLESS OF WHETHER ANY CLAIM IS BASED ON CONTRACT OR TORT, FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES PERFORMED IN CONNECTION WITH THIS AGREEMENT.

**19. Left blank by agreement of the parties. (Liquidated Damages.)**

**20. Default; Remedies.**

a. Each of the following shall constitute an event of default ("Event of Default") under this Agreement:

1) Contractor fails or refuses to perform or observe any term, covenant or condition contained in any of the following Sections of this Agreement:

- |   |                                       |
|---|---------------------------------------|
| 8. Submitting False Claims; Monetary Penalties.     | 37. Drug-free workplace policy        |
| 10. Taxes   | 53. Compliance with laws              |
| 15. Insurance                                       | 55. Supervision of minors             |
| 24. Proprietary or confidential information of City | 57. Protection of private information |
| 30. Assignment                                      |                                       |

2) Contractor fails or refuses to perform or observe any other term, covenant or condition contained in this Agreement, and such default continues for a period of ten days after written notice thereof from City to Contractor.

3) Contractor (a) is generally not paying its debts as they become due, (b) files, or consents by answer or otherwise to the filing against it of, a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction, (c) makes an assignment for the benefit of its creditors, (d) consents to the appointment of a custodian, receiver, trustee or other officer with similar powers of Contractor or of any substantial part of Contractor's property or (e) takes action for the purpose of any of the foregoing.

4) A court or government authority enters an order (a) appointing a custodian, receiver, trustee or other officer with similar powers with respect to Contractor or with respect to any substantial part of Contractor's property, (b) constituting an order for relief or approving a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction or (c) ordering the dissolution, winding-up or liquidation of Contractor.

d. On and after any Event of Default, City shall have the right to exercise its legal and equitable remedies, including, without limitation, the right to terminate this Agreement or to seek specific performance of all or any part of this Agreement. In addition, City shall have the right (but no obligation)

to cure (or cause to be cured) on behalf of Contractor any Event of Default; Contractor shall pay to City on demand all costs and expenses incurred by City in effecting such cure, with interest thereon from the date of incurrence at the maximum rate then permitted by law. City shall have the right to offset from any amounts due to Contractor under this Agreement or any other agreement between City and Contractor all damages, losses, costs or expenses incurred by City as a result of such Event of Default and any liquidated damages due from Contractor pursuant to the terms of this Agreement or any other agreement.

e. All remedies provided for in this Agreement may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations. The exercise of any remedy shall not preclude or in any way be deemed to waive any other remedy.

## 21. Termination for Convenience

a. City shall have the option, in its sole discretion, to terminate this Agreement, at any time during the term hereof, for convenience and without cause. City shall exercise this option by giving Contractor written notice of termination. The notice shall specify the date on which termination shall become effective.

b. Upon receipt of the notice, Contractor shall commence and perform, with diligence, all actions necessary on the part of Contractor to effect the termination of this Agreement on the date specified by City and to minimize the liability of Contractor and City to third parties as a result of termination. All such actions shall be subject to the prior approval of City. Such actions shall include, without limitation:

- (1) Halting the performance of all services and other work under this Agreement on the date(s) and in the manner specified by City.
- (2) Not placing any further orders or subcontracts for materials, services, equipment or other items.
- (3) Terminating all existing orders and subcontracts.
- (4) At City's direction, assigning to City any or all of Contractor's right, title, and interest under the orders and subcontracts terminated. Upon such assignment, City shall have the right, in its sole discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.
- (5) Subject to City's approval, settling all outstanding liabilities and all claims arising out of the termination of orders and subcontracts.
- (6) Completing performance of any services or work that City designates to be completed prior to the date of termination specified by City.
- (7) Taking such action as may be necessary, or as the City may direct, for the protection and preservation of any property related to this Agreement which is in the possession of Contractor and in which City has or may acquire an interest.

c. Within 30 days after the specified termination date, Contractor shall submit to City an invoice, which shall set forth each of the following as a separate line item:

- (1) The reasonable cost to Contractor, without profit, for all services and other work City directed Contractor to perform prior to the specified termination date, for which services or work City has not already tendered payment. Reasonable costs may include a reasonable allowance for actual overhead,

not to exceed a total of 10% of Contractor's direct costs for services or other work. Any overhead allowance shall be separately itemized. Contractor may also recover the reasonable cost of preparing the invoice.

(2) A reasonable allowance for profit on the cost of the services and other work described in the immediately preceding subsection (1), provided that Contractor can establish, to the satisfaction of City, that Contractor would have made a profit had all services and other work under this Agreement been completed, and provided further, that the profit allowed shall in no event exceed 5% of such cost.

(3) The reasonable cost to Contractor of handling material or equipment returned to the vendor, delivered to the City or otherwise disposed of as directed by the City.

(4) A deduction for the cost of materials to be retained by Contractor, amounts realized from the sale of materials and not otherwise recovered by or credited to City, and any other appropriate credits to City against the cost of the services or other work.

d. In no event shall City be liable for costs incurred by Contractor or any of its subcontractors after the termination date specified by City, except for those costs specifically enumerated and described in the immediately preceding subsection (c). Such non-recoverable costs include, but are not limited to, anticipated profits on this Agreement, post-termination employee salaries, post-termination administrative expenses, post-termination overhead or unabsorbed overhead, attorneys' fees or other costs relating to the prosecution of a claim or lawsuit, prejudgment interest, or any other expense which is not reasonable or authorized under such subsection (c).

e. In arriving at the amount due to Contractor under this Section, City may deduct: (1) all payments previously made by City for work or other services covered by Contractor's final invoice; (2) any claim which City may have against Contractor in connection with this Agreement; (3) any invoiced costs or expenses excluded pursuant to the immediately preceding subsection (d); and (4) in instances in which, in the opinion of the City, the cost of any service or other work performed under this Agreement is excessively high due to costs incurred to remedy or replace defective or rejected services or other work, the difference between the invoiced amount and City's estimate of the reasonable cost of performing the invoiced services or other work in compliance with the requirements of this Agreement.

f. City's payment obligation under this Section shall survive termination of this Agreement.

**22. Rights and Duties upon Termination or Expiration**

This Section and the following Sections of this Agreement shall survive termination or expiration of this Agreement:

- |   |   |
|---|---|
| 8. Submitting false claims                                      | 24. Proprietary or confidential information of City     |
| 9. Disallowance   | 26. Ownership of Results                                |
| 10. Taxes   | 27. Works for Hire                                      |
| 11. Payment does not imply acceptance of work                   | 28. Audit and Inspection of Records                     |
| 13. Responsibility for equipment                                | 48. Modification of Agreement.                          |
| 14. Independent Contractor; Payment of Taxes and Other Expenses | 49. Administrative Remedy for Agreement Interpretation. |
| 15. Insurance   | 50. Agreement Made in California; Venue                 |
| 16. Indemnification   | 51. Construction  |
| 17. Incidental and Consequential Damages                        | 52. Entire Agreement                                    |
| 18. Liability of City   | 56. Severability  |
|   | 57. Protection of private information                   |

Subject to the immediately preceding sentence, upon termination of this Agreement prior to expiration of the term specified in Section 2, this Agreement shall terminate and be of no further force or effect. Contractor shall transfer title to City, and deliver in the manner, at the times, and to the extent, if any, directed by City, any work in progress, completed work, supplies, equipment, and other materials produced as a part of, or acquired in connection with the performance of this Agreement, and any completed or partially completed work which, if this Agreement had been completed, would have been required to be furnished to City. This subsection shall survive termination of this Agreement.

**23. Conflict of Interest.** Through its execution of this Agreement, Contractor acknowledges that it is familiar with the provision of Section 15.103 of the City's Charter, Article III, Chapter 2 of City's Campaign and Governmental Conduct Code, and Section 87100 et seq. and Section 1090 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts which constitutes a violation of said provisions and agrees that it will immediately notify the City if it becomes aware of any such fact during the term of this Agreement.

**24. Proprietary or Confidential Information of City.** Contractor understands and agrees that, in the performance of the work or services under this Agreement or in contemplation thereof, Contractor may have access to private or confidential information which may be owned or controlled by City and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to City. Contractor agrees that all information disclosed by City to Contractor shall be held in confidence and used only in performance of the Agreement. Contractor shall exercise the same standard of care to protect such information as a reasonably prudent contractor would use to protect its own proprietary data.

**25. Notices to the Parties.** Unless otherwise indicated elsewhere in this Agreement, all written communications sent by the parties may be by U.S. mail, e-mail or by fax, and shall be addressed as follows:

To City: Department of Public Works  
**Division of Contract Administration**  
 1155 Market Street, 4<sup>th</sup> Floor  
 San Francisco, CA 94103

To Contractor: Alta Consulting Services, Inc.  
 2107 North 1st Street, Suite 470  
 San Jose, CA 95131  
 Cyrus M. Humphreys III, PE

Any notice of default must be sent by registered mail.

From time to time, the parties may designate new address information by notice in writing, delivered to the other Party.

The delivery to Contractor at the legal address listed above, as it may be amended upon written notice, or the depositing in any post office or post office box regularly maintained by the United States Postal Service in a postage paid wrapper directed to Contractor at such address, of any drawing, notice, letter or other communication shall be deemed legal and sufficient service thereof upon Contractor.

**26. Ownership of Results.** Any interest of Contractor or its Subcontractors, in drawings, plans, specifications, blueprints, studies, reports, memoranda, computation sheets, computer files and media or other documents prepared by Contractor or its subcontractors in connection with services to be performed

under this Agreement, shall become the property of and will be transmitted to City. However, Contractor may retain and use copies for reference and as documentation of its experience and capabilities.

**27. Works for Hire.** If, in connection with services performed under this Agreement, Contractor or its subcontractors create artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, blueprints, source codes or any other original works of authorship, such works of authorship shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in such works are the property of the City. If it is ever determined that any works created by Contractor or its subcontractors under this Agreement are not works for hire under U.S. law, Contractor hereby assigns all copyrights to such works to the City, and agrees to provide any material and execute any documents necessary to effectuate such assignment. With the approval of the City, Contractor may retain and use copies of such works for reference and as documentation of its experience and capabilities.

**28. Audit and Inspection of Records.** Contractor agrees to maintain and make available to the City, during regular business hours, accurate books and accounting records relating to its work under this Agreement. Contractor will permit City to audit, examine and make excerpts and transcripts from such books and records, and to make audits of all invoices, materials, payrolls, records or personnel and other data related to all other matters covered by this Agreement, whether funded in whole or in part under this Agreement. Contractor shall maintain such data and records in an accessible location and condition for a period of not less than five years after final payment under this Agreement or until after final audit has been resolved, whichever is later. The State of California or any federal agency having an interest in the subject matter of this Agreement shall have the same rights conferred upon City by this Section.

**29. Subcontracting.** Contractor is prohibited from subcontracting this Agreement or any part of it unless such subcontracting is first approved by City in writing. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. An agreement made in violation of this provision shall confer no rights on any party and shall be null and void.

**30. Assignment.** The services to be performed by Contractor are personal in character and neither this Agreement nor any duties or obligations hereunder may be assigned or delegated by the Contractor unless first approved by City by written instrument executed and approved in the same manner as this Agreement.

**31. Non-Waiver of Rights.** The omission by either party at any time to enforce any default or right reserved to it, or to require performance of any of the terms, covenants, or provisions hereof by the other party at the time designated, shall not be a waiver of any such default or right to which the party is entitled, nor shall it in any way affect the right of the party to enforce such provisions thereafter.

**32. Intentionally Left Blank (Earned Income Credit (EIC) Forms)**

**33. Left blank by agreement of the parties. (Local Business Enterprise Utilization; Liquidated Damages)**

**34. Left blank by agreement of the parties. (Nondiscrimination; Penalties)**

- 35. MacBride Principles—Northern Ireland.** Pursuant to San Francisco Administrative Code §12F.5, the City and County of San Francisco urges companies doing business in Northern Ireland to move towards resolving employment inequities, and encourages such companies to abide by the MacBride Principles. The City and County of San Francisco urges San Francisco companies to do business with corporations that abide by the MacBride Principles. By signing below, the person executing this agreement on behalf of Contractor acknowledges and agrees that he or she has read and understood this section.
- 36. Tropical Hardwood and Virgin Redwood Ban.** Pursuant to §804(b) of the San Francisco Environment Code, the City and County of San Francisco urges contractors not to import, purchase, obtain, or use for any purpose, any tropical hardwood, tropical hardwood wood product, virgin redwood or virgin redwood wood product.
- 37. Drug-Free Workplace Policy.** Contractor acknowledges that pursuant to the Federal Drug-Free Workplace Act of 1989, the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited on City premises. Contractor agrees that any violation of this prohibition by Contractor, its employees, agents or assigns will be deemed a material breach of this Agreement.
- 38. Resource Conservation.** Chapter 5 of the San Francisco Environment Code (“Resource Conservation”) is incorporated herein by reference. Failure by Contractor to comply with any of the applicable requirements of Chapter 5 will be deemed a material breach of contract.
- 39. Compliance with Americans with Disabilities Act.** Contractor acknowledges that, pursuant to the Americans with Disabilities Act (ADA), programs, services and other activities provided by a public entity to the public, whether directly or through a contractor, must be accessible to the disabled public. Contractor shall provide the services specified in this Agreement in a manner that complies with the ADA and any and all other applicable federal, state and local disability rights legislation. Contractor agrees not to discriminate against disabled persons in the provision of services, benefits or activities provided under this Agreement and further agrees that any violation of this prohibition on the part of Contractor, its employees, agents or assigns will constitute a material breach of this Agreement.
- 40. Sunshine Ordinance.** In accordance with San Francisco Administrative Code §67.24(e), contracts, contractors’ bids, responses to solicitations and all other records of communications between City and persons or firms seeking contracts, shall be open to inspection immediately after a contract has been awarded. Nothing in this provision requires the disclosure of a private person or organization’s net worth or other proprietary financial data submitted for qualification for a contract or other benefit until and unless that person or organization is awarded the contract or benefit. Information provided which is covered by this paragraph will be made available to the public upon request.
- 41. Public Access to Meetings and Records.** If the Contractor receives a cumulative total per year of at least \$250,000 in City funds or City-administered funds and is a non-profit organization as defined in Chapter 12L of the San Francisco Administrative Code, Contractor shall comply with and be bound by all the applicable provisions of that Chapter. By executing this Agreement, the Contractor agrees to open its meetings and records to the public in the manner set forth in §§12L.4 and 12L.5 of the Administrative Code. Contractor further agrees to make-good faith efforts to promote community membership on its Board of Directors in the manner set forth in §12L.6 of the Administrative Code. The Contractor acknowledges that its material failure to comply with any of the provisions of this paragraph shall constitute a material breach of this Agreement. The Contractor further acknowledges that such material breach of the Agreement shall be grounds for the City to terminate and/or not renew the Agreement, partially or in its entirety.



**42. Limitations on Contributions.** Through execution of this Agreement, Contractor acknowledges that it is familiar with section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with the City 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) an individual holding a City elective office if the contract must be approved by the individual, a board on which that individual serves, or the board of a state agency on which an appointee of that individual serves, (2) a candidate for the office held by such individual, or (3) a committee controlled by such individual, 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. Contractor further agrees to provide to City the names of each person, entity or committee described above.

**43. Left blank by agreement of the parties. (Requiring Minimum Compensation for Covered Employees)**

**44. Left blank by agreement of the parties. (Requiring Health Benefits for Covered Employees)**

**45. Left blank by agreement of the parties. (First Source Hiring Program)**

**46. Prohibition on Political Activity with City Funds .** In accordance with San Francisco Administrative Code Chapter 12.G, Contractor may not participate in, support, or attempt to influence any political campaign for a candidate or for a ballot measure (collectively, "Political Activity") in the performance of the services provided under this Agreement. Contractor agrees to comply with San Francisco Administrative Code Chapter 12.G and any implementing rules and regulations promulgated by the City's Controller. The terms and provisions of Chapter 12.G are incorporated herein by this reference. In the event Contractor violates the provisions of this section, the City may, in addition to any other rights or remedies available hereunder, (i) terminate this Agreement, and (ii) prohibit Contractor from bidding on or receiving any new City contract for a period of two (2) years. The Controller will not consider Contractor's use of profit as a violation of this section.

**47. Preservative-treated Wood Containing Arsenic.** Contractor may not purchase preservative-treated wood products containing arsenic in the performance of this Agreement unless an exemption from the requirements of Chapter 13 of the San Francisco Environment Code is obtained from the Department of the Environment under Section 1304 of the Code. The term "preservative-treated wood containing arsenic" shall mean wood treated with a preservative that contains arsenic, elemental arsenic, or an arsenic copper combination, including, but not limited to, chromated copper arsenate preservative, ammoniacal copper zinc arsenate preservative, or ammoniacal copper arsenate preservative. Contractor may purchase preservative-treated wood products on the list of environmentally preferable alternatives prepared and adopted by the Department of the Environment. This provision does not preclude Contractor from purchasing preservative-treated wood containing arsenic for saltwater immersion. The

term "saltwater immersion" shall mean a pressure-treated wood that is used for construction purposes or facilities that are partially or totally immersed in saltwater.

**48. Modification of Agreement.** This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved in the same manner as this Agreement.

**49. Administrative Remedy for Agreement Interpretation.** Should any question arise as to the meaning and intent of this Agreement, the question shall, prior to any other action or resort to any other legal remedy, be referred to Purchasing who shall decide the true meaning and intent of the Agreement.

**50. Agreement Made in California; Venue.** The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in San Francisco.

**51. Construction.** All paragraph captions are for reference only and shall not be considered in construing this Agreement.

**52. Entire Agreement.** This contract sets forth the entire Agreement between the parties, and supersedes all other oral or written provisions. This contract may be modified only as provided in Section 48, "Modification of Agreement."

**53. Compliance with Laws.** Contractor shall keep itself fully informed of the City's Charter, codes, ordinances and regulations of the City and of all state, and federal laws in any manner affecting the performance of this Agreement, and must at all times comply with such local codes, ordinances, and regulations and all applicable laws as they may be amended from time to time.

**54. Services Provided by Attorneys.** Any services to be provided by a law firm or attorney must be reviewed and approved in writing in advance by the City Attorney. No invoices for services provided by law firms or attorneys, including, without limitation, as subcontractors of Contractor, will be paid unless the provider received advance written approval from the City Attorney.

**55. Left blank by agreement of the parties. (Supervision of Minors.)**

**56. Severability.** Should the application of any provision of this Agreement to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of this Agreement shall not be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the parties and shall be reformed without further action by the parties to the extent necessary to make such provision valid and enforceable.

**57. Protection of Private Information.** Contractor has read and agrees to the terms set forth in San Francisco Administrative Code Sections 12M.2, "Nondisclosure of Private Information," and 12M.3, "Enforcement" of Administrative Code Chapter 12M, "Protection of Private Information," which are incorporated herein as if fully set forth. Contractor agrees that any failure of Contractor to comply with the requirements of Section 12M.2 of this Chapter shall be a material breach of the Contract. In such an event, in addition to any other remedies available to it under equity or law, the City may terminate the Contract, bring a false claim action against the Contractor pursuant to Chapter 6 or Chapter 21 of the Administrative Code, or debar the Contractor.

**58. Not Used.**

- 59. Left blank by agreement of the parties. (Food Service Waste Reduction Requirements)**
- 60. Left blank by agreement of the parties. (Slavery Era Disclosure)**
- 61. Electronic Contract Modification Approval Processing.** Contract Modifications (Mods) will be processed and approved electronically utilizing the Microsoft SharePoint© software. Participating contractors and consultants agree to execute Mods electronically after, 1) executing a Confidentiality Agreement provided by the City on behalf of its company, 2) having all authorized company representatives that will execute Mods complete training on using this electronic approval system (training to be provided by the City at no expense to contractors and consultants), and 3) submitting a completed executed User Access Setup form for each company representative using the electronic Modification approval system. Contractors and consultants shall also agree to immediately notify the City of any changes to authorized users of this Mod approval system.
- 62. Automated Clearing House (ACH) "electronic" payments.** The City will issue payments to Contractor through the City's electronic payment system called PayMode-X®. Contractor acknowledges and agrees to receive payment electronically through this system. Contractor shall not be entitled to any additional cost or charge under this Contract for using or failing to use the electronic payment system. Nor shall Contractor be entitled to any additional cost or charge for delays or failures of the electronic payment system to complete a payment transaction.
- 63. Cooperative Drafting.** This Agreement has been drafted through a cooperative effort of both parties, and both parties have had an opportunity to have the Agreement reviewed and revised by legal counsel. No party shall be considered the drafter of this Agreement, and no presumption or rule that an ambiguity shall be construed against the party drafting the clause shall apply to the interpretation or enforcement of this Agreement.
- 64. Left blank by agreement of the parties. (Dispute Resolution Procedure.)**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day first mentioned above.

**CITY**

**CONTRACTOR**

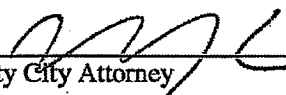
Recommended by:

  
Phillip Thwin, Contract Manager

  
Patrick Rivera, Division Manager

  
Fuad Sweiss, Deputy Director and City Engineer

Approved as to Form:  
Dennis J. Herrera  
City Attorney

By   
Deputy City Attorney

Approved:

  
Mohammed Nuru, Director of Public Works

Alta Consulting Services, Inc.

Name

2107 North 1st Street, Suite 470

Address

San Jose, CA 95131

City State Zip

By signing this Agreement, I certify that I comply with the requirements of the Minimum Compensation Ordinance, which entitle Covered Employees to certain minimum hourly wages and compensated and uncompensated time off.

I have read and understood Sec. 31, the City's statement urging companies doing business in Northern Ireland to move towards resolving employment inequities, encouraging compliance with the MacBride Principles, and urging San Francisco companies to do business with corporations that abide by the MacBride Principles.

By

  
Signature

John Deal President

Name Title

(408) 453-6031

Area Code Phone Number

94-1722138

Federal Employer Number

**Appendices**

- A: Services to be provided by Contractor
- B: Calculation of Charges

**Appendix A**  
**Services to be provided by Contractor**

Planning and Study Phase

1. Using the "as-built" security systems documentation supplied by the Department and information gained from an on-site investigation of the existing security systems in Jails 1 & 2, develop and document a detailed understanding of the existing conduit, wiring and equipment space infrastructure supporting the existing detention intercom and CCTV systems on a facility-wide basis. The purpose for this quick study is to establish the detailed basis for the scope and configuration of a replacement intercom and CCTV switching systems.
2. Using the same information base, develop a highly simplified but useful model of the existing integrated security systems. The purpose of this model is to form the basis for systematically planning an integrated complement of facility replacement systems which utilize modern technology.
3. Working with the SFSD Sheriff's representative, develop a brief written description of the desired operational functionality of the integrated security systems (door/gate control and monitoring, detention/cell intercom system, and CCTV surveillance/recording systems). This document shall become the basis for all design, installation and system programming activities by the entire project team.
4. Prepare a series of written recommendations including alternatives, logistics, tradeoffs and probable costs relating to replacement of the facility electronic security systems. The focus of these recommendations shall be on the detention intercom and CCTV switching system replacement with consideration given to subsequent renovation or replacement of the facility door control and integrated control panel systems. The alternatives for the operational cutover to each system (or portion thereof) being placed in service shall also be addressed. It is understood that many factors in addition to the technical ones need to be considered and resolved.
5. Meet with the Department to present and discuss these recommendations in a series of workshops. The intended outcome of this activity is to develop a specific short-term approach to immediate replacement of the detention intercom and CCTV switching systems using the existing field devices (cameras) and cabling (intercom and CCTV), as well as, developing a long-term general approach to renovation and enhancement of the other facility security systems, including specific identification of the appropriate incremental steps to be taken to achieving these objectives. Inclusion of the selected contractor(s) in the latter workshop session(s) is appropriate and should be undertaken.
6. Consult w/ Owner on system replacement-related issues including cutover planning, the potential impacts of system field device wiring replacement and the appropriate locations for the physical placement of system equipment.
7. Document decisions/directives from the workshops for the project record and for the reference of the contractor(s) being engaged to replace the intercom and CCTV switching systems. Final project documentation requirements to be placed on the contractor should be included in these directives.

Design Review Phase

1. Review and comment on the contractor's design concept for the intercom and CCTV switching systems including their recommendations for sequencing and scheduling the work,
2. Review and comment on the proposed intercom and CCTV switching systems equipment complement and the cost of the completed project.
3. Meet with the Department and the contractor to review and discuss ACSI's review comments and to attain their resolution.
4. Review and comment on final intercom and CCTV switching systems installation shop drawings with particular attention to interfacing with the existing security control system. This is a critical item.
5. Meet again with the Department and the contractor to review and discuss ACSI's review comments and to attain their resolution.

Construction Phase

1. Periodically observe the on-site progress of the contractor's work and report the results to the client (limited to 4 times). At those times be available to the Department and/or the contractor to assist with resolution of latent or hidden technical installation problems discovered during replacement system installation and power up. (Experience has shown that replacement of existing system wiring and conduit can be full of surprises.)
2. Prepare systems test plans and their associated data charts.
3. Independently test the completed intercom and CCTV switching systems on an incremental basis consistent with the construction and cutover sequencing for the work. A series of three incremental and one final overall system tests is anticipated. Document the results of each test including any observed deficiencies. Backcheck corrected problems during subsequent tests.
4. Review and comment on the contractor's "as-built" documentation or record documents to confirm that they accurately represent the final in-place detention intercom system installation.

**Appendix B**

**Calculation of Charges**

<u>Phase</u>	<u>Est. Hours</u>	<u>Est. Fee</u>	<u>Est. Expenses</u>	<u>Phase Total</u>
Planning & Study Phase	184	\$34,940	\$304	\$35,244
Design Review Phase	94	\$17,870	\$152	\$18,022
Construction Phase	210	\$40,090	\$608	<u>\$40,698</u>
			Project Total	\$93,963





## DOCUMENT 00 52 00

## AGREEMENT FORM

THIS AGREEMENT made for the convenience of the parties this 24<sup>th</sup> day of December 20 14 by and between Siemens Industry, Inc. located at 25821 Industrial Blvd., Suite 300 Hayward, CA 94545 ("CONTRACTOR"), and the City and County of San Francisco, State of California (the "CITY"), acting through the Director (the "DIRECTOR") of the Department of Public Works, under and by virtue of the Charter and Administrative Code of the City and County of San Francisco.

WHEREAS, the DIRECTOR awarded this AGREEMENT to CONTRACTOR on the 21st day of November, 2014 under Emergency Declared and Contract Awarded Order No. 183138, as more fully appears in the formal record of the DIRECTOR:

Contract No. 2603J

County Jail #1 and #2 Security and Electronic Systems Emergency Declared and Contracts Awarded

NOW, THEREFORE, CONTRACTOR, in consideration of the mutual covenants set forth in this AGREEMENT, promises and agrees to provide all services to construct the Project in accordance with the requirements of the Contract Documents, to perform the Work in good and workmanlike manner to the satisfaction of the DIRECTOR, to prosecute the Work with diligence from day to day to Final Completion, to furnish all construction work, labor and materials to be used in the execution and completion of the Work in accordance with the Contract Documents, and to otherwise fulfill all of CONTRACTOR's obligations under the Contract Documents, as and when required under the Contract Documents to the satisfaction of the DIRECTOR.

CONTRACTOR's execution of this AGREEMENT signifies its acceptance of the Contract Time and Contract Sum as being sufficient for completion of the Work, as well as acceptance of the other terms and conditions of the Contract Documents.

#### ARTICLE 1 - WORK

- 1.01 Contract Documents. CONTRACTOR shall provide all Work according to the Contract Documents, which are incorporated into and made a part of this AGREEMENT by this reference, and all labor and materials used in providing the Work shall comply with the Contract Documents. The Contract Documents, which comprise the entire agreement between CONTRACTOR and the CITY concerning the Provision of the Work.
- 1.02 Contractor's General Responsibilities. CONTRACTOR shall provide on a fully functional, complete and operational Project constructed in accordance with the Contract Documents, including but not limited to, all investigations, analyses, surveys, engineering, procurement, materials, labor, workmanship, construction and erection, commissioning, equipment, shipping, subcontractors, material suppliers, permits, insurance, bonds, fees, taxes, duties, documentation, spare parts, materials for initial operation, security, disposal, startup, testing, training, warranties, guarantees, and all incidentals.

1.03 Compliance with Laws.

- A. CONTRACTOR shall keep itself fully informed of and comply with the Charter, ordinances and regulations of the CITY and other local agencies having jurisdiction over the Work, and all federal and state laws and regulations in any manner affecting the Contract Documents, the performance of the Work, or those persons engaged therein.
- B. All construction and materials provided under the Contract Documents shall be in full accordance with the latest laws and requirements, or the same as may be amended, updated or supplemented from time to time, of the Code specified in the Contract Documents, Americans with Disability Act Accessibility Guidelines, CAL-OSHA, the State Division of Industrial Safety of the Department of Industrial Relations, the Division of the State Architect – Access Compliance, the Public Utilities Commission of the State of California, the State Fire Marshal, the National Fire Protection Association, the San Francisco Department of Public Health, state and federal laws and regulations, and of other bodies or officials having jurisdiction or authority over same, and they shall be observed and complied with by CONTRACTOR and any and all persons, firms and corporations employed by or under it.
- C. Authorized persons may at any time enter upon any part of the Work to ascertain whether such laws, ordinances, regulations or orders are being complied with.
- D. No additional costs will be paid or extensions of time granted as a result of such compliance.

**ARTICLE 2 - CONTRACT TIME**

2.01 Completion Dates. The Work shall be done by June 30, 2015.

2.02 Liquidated Damages. N/A

**ARTICLE 3 – CONTRACT SUM**

3.01 Contract Sum.

- A. CONTRACTOR and the CITY agree that, upon performance and fulfillment of the mutual covenants set forth herein, the CITY will, in the manner provided by law and as set forth in the Contract Documents, pay or cause to be paid to CONTRACTOR the following price(s), as indicated in the Siemens Industry, Inc’ proposals dated October 1, 2014, attached hereto as part of the Scope of Work of the Agreement, Attachment “A” :

Total awarded contract amount: \$65,637.00.

The price(s) and amount set forth above shall be adjusted during performance or upon final completion of the Work in accordance with the Contract Documents.

- B. CONTRACTOR understands and agrees that the CONTRACTOR shall be solely responsible for providing all resources that may be necessary to provide the Work, and that the CITY shall have no obligation whatsoever to finance any part of such costs except with

respect to those amounts which become due under the terms and conditions of the Contract Documents.

- 3.02 Certification by Controller. This AGREEMENT is subject to the budget and fiscal provisions of the CITY's Charter. Charges will accrue only after prior written authorization certified by the Controller, and the amount of the CITY's obligation hereunder shall not at any time exceed the amount certified for the purpose and period stated in such advance authorization.

#### ARTICLE 4 – LABOR REQUIREMENTS

- 4.01 Applicable Laws and Agreements. Compensation and working conditions for labor performed or services rendered under this AGREEMENT shall be in accordance with the Contract Documents, the San Francisco Charter, and applicable sections of the San Francisco Administrative Code, including section 6.22(E).
- 4.02 Prevailing Wages. The latest Wage Rates for Private Employment on Public Contracts in the City and County of San Francisco, as determined by the San Francisco Board of Supervisors and the Director of the California Department of Industrial Relations, and, when federal funds are involved, the current General Wage Determination Decisions, as determined by the U.S. Secretary of Labor, as same may be changed during the term of this AGREEMENT, shall be included in this AGREEMENT and are hereby incorporated by this reference. CONTRACTOR agrees that any person performing labor in the provision of the Work shall be paid not less than the highest general prevailing rate of wages as so determined. If federal funds are involved, where the minimum rate of pay for any classification differs among State, City and Federal wage rate determinations, the highest of the three rates of pay shall prevail. CONTRACTOR shall include, in any contract or subcontract relating to the Work, a requirement that all persons performing labor under such contract or subcontract shall be paid not less than the highest prevailing rate of wages for the labor so performed. CONTRACTOR shall require any contractor to provide, and shall deliver to CITY every month during any construction period, certified payroll reports with respect to all persons performing labor in the Provision of the Work.
- A. Copies of the latest prevailing wage rates are on file at the Department of Public Works, City and County of San Francisco, Maurice Williams, Manager, PCS, 1680 Mission Street, 4<sup>th</sup> Floor, San Francisco, CA, 94103 and are also available on the Internet at <http://www.dir.ca.gov/oprl/DPreWageDetermination.htm>
- 4.03 Penalties. CONTRACTOR shall forfeit to the CITY back wages due plus fifty dollars (\$50.00) for:
- A. Each laborer, workman, or mechanic employed in the provision of the Work, for each calendar day or portion thereof during which such laborer, workman, or mechanic is not paid the highest general prevailing rate of wage for the work performed; or
- B. Each laborer, mechanic or artisan employed in the provision of the Work, for each calendar day or portion thereof during which such laborer, mechanic or artisan is compelled or permitted to work for a longer period than five days (Monday-Friday) per calendar week of eight hours each, and not compensated in accordance with the prevailing overtime standard and rate.

#### ARTICLE 5 – INDEMNITY

- 5.01 To the fullest extent permitted by law, and consistent with California Civil Code section 2782, the CONTRACTOR shall assume the defense of, indemnify and hold harmless the CITY, its boards and commissions, other parties designated in the insurance requirements of this AGREEMENT, attached hereto as Attachment "B", and all of their officers, agents, members, employees, authorized representatives, or any other persons deemed necessary by any of them acting within the scope of the duties entrusted to them, from all claims, suits, damages, actions, losses and liabilities of every kind, nature and description, including but not limited to attorney's fees, directly or indirectly arising out of, connected with or resulting from the performance or nonperformance of the Work. The liability of CONTRACTOR shall not be limited to the amount of insurance coverages required under the insurance requirements of the AGREEMENT, attached hereto as Attachment "B". This indemnification shall not be valid in the instance where the loss is caused by the sole negligence or intentional tort of any person indemnified herein.

#### ARTICLE 6 – RIGHTS AND REMEDIES

- 6.01 General. The provisions of the Contract Documents shall not limit the duties, obligations, rights and remedies otherwise imposed or available by law or in equity. No action or failure to act shall in any way abridge the rights and obligations of the Parties to the Contract Documents, or condone a breach thereunder, unless expressly agreed to by the Parties in writing. All remedies provided in the Contract Documents shall be taken and construed as cumulative; that is, in addition to each and every other remedy herein provided, the CITY shall have any and all equitable and legal remedies that it would in any case have.
- 6.02 No Waiver. No waiver of any breach of any provision of the Contract Documents shall be held to be a waiver of any other or subsequent breach. The only waiver by the CITY shall be a waiver in writing that explicitly states the item or right being waived.
- 6.03 City's Remedies for False Claims and Other Violations. The CONTRACTOR or any Subcontractor or Supplier who violates any provision of Chapter 6 of the Administrative Code or who submits a false claim to the CITY may be subject to monetary penalties under Administrative Code Chapter 6, Article V. The Contractor or any Subcontractor or Supplier who engages in willful misconduct compromising its good faith dealings with the City or other public entities may be declared nonresponsive and debarred under Administrative Code Chapter 28.
- A. CONTRACTOR shall include in each subcontract and purchase order for Work a clause incorporating the provisions of this Paragraph 6.03.

#### ARTICLE 7 – RESOLUTION OF CONFLICTING TERMS

- 7.01 The Contract Documents and any other agreements between the Parties relating to the Project are intended to be read together and integrated as a whole, and shall be construed and interpreted in a manner so as to avoid any conflicts to the extent possible. Supplementary provisions in the Contract Documents shall not be deemed to be in conflict. It is expressly agreed by and between CONTRACTOR and the CITY that should there be any conflict between the terms of this AGREEMENT and the Bid of CONTRACTOR, then this AGREEMENT shall control and nothing herein shall be considered as an acceptance of any terms of the Bid which conflict with this AGREEMENT.

#### ARTICLE 8 – GOVERNING LAW AND VENUE

- 8.01 Governing Law. The Contract Documents shall be interpreted in accordance with the laws of the

State of California and the provisions of the CITY's Charter and Administrative Code, including but not limited to Chapter 6 of the San Francisco Administrative Code, which is incorporated by this reference as if set forth herein in full.

- 8.02 Venue. All Claims, counter-claims, disputes and other matters in question between the CITY and CONTRACTOR arising out of or relating to this AGREEMENT or its breach will be decided by a court of competent jurisdiction within the State of California.

#### **ARTICLE 9 – DISPUTE REVIEW BOARD**

Not applicable.

#### **ARTICLE 10 – NOTICES TO PARTIES**

- 10.01 Unless otherwise indicated in the Contract Documents, all written communications sent by the Parties may be by U.S. mail, e-mail or by fax, and shall be addressed as follows:

To CITY: Philip M. Thwin  
30 Van Ness Ave. 4th Floor  
San Francisco, CA 94102  
Philip.Thwin@sfdpw.org (415) 558-4518

To CONTRACTOR: Siemens Industry, Inc.  
25821 Industrial Blvd., Suite 300  
Hayward, CA 94545  
denise.moore@siemens.com (510) 750-7374

- 10.02 From time to time, the parties may designate new address information by notice in writing, delivered to the other Party.
- 10.03 The delivery to CONTRACTOR at the legal address listed above, as it may be amended upon written notice, or the depositing in any post office or post office box regularly maintained by the United States Postal Service in a postage paid wrapper directed to CONTRACTOR at such address, of any drawing, notice, letter or other communication shall be deemed legal and sufficient service thereof upon CONTRACTOR.

#### **ARTICLE 11 – PROPRIETARY OR CONFIDENTIAL INFORMATION OF CITY**

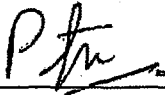
- 11.01 CONTRACTOR understands and agrees that, in the performance of the Work under this AGREEMENT or in contemplation thereof, CONTRACTOR may have access to private or confidential information which may be owned or controlled by CITY and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to CITY. CONTRACTOR agrees that all information disclosed by CITY to CONTRACTOR shall be held in confidence and used only in performance of the AGREEMENT. CONTRACTOR shall exercise the same standard or care to protect such information as a reasonably prudent contractor would use to protect its own proprietary data.

#### **ARTICLE 12 – TERMINATION**

- 12.01 This AGREEMENT and the other Contract Documents shall terminate when all obligations



CITY:

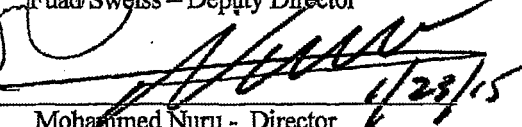
Recommended:   
Philip M. Thwin - Project Manager

Approved as to form:  
DENNIS J. HERRERA  
City Attorney

Approved: By:   
Patrick Rivera - Division Manager

By:   
Deputy City Attorney

By:   
Fuad Sweiss - Deputy Director

By:  6/23/15  
Mohammed Nuru - Director

END OF DOCUMENT

**Attachment "A"**

**SCOPE OF WORK** – The scope of work shall include the furnishing of all labor, materials, equipment and services necessary for incidental to the work described in Attachment "A" and shall be performed on a lump sum amount of \$65,637.00

**Attachment "B"**

**Insurance Requirements**

**Attachment "C"**

**Statutory Requirements**



## **Attachment A**

### **Scope of Work**

**2603J – County Jail No. 1 and No. 2 Security and Electronic System**

**Emergency Declared and Contracts Awarded**



SIEMENS INDUSTRY

25821 INDUSTRIAL BLVD, SUITE 300 HAYWARD, CA 94545

Sold to	City and County of SF
	1 Dr. Carlton B Goodlett Place
	San Francisco, CA

Denise Moore, Account Manager

Phone: (510.750.7374)

Fax: (866) 205.5045

email: denise.moore@siemens.com

Bill to:	City and County of SF
	1 Dr. Carlton B Goodlett Place
	San Francisco, CA

Ship To:	San Francisco Jail
	425 7th St.
	San Francisco, CA

Attn:	Dan Dantizo
Phone:	
Email:	dan.santizo@sfgov.org

Proposal #:	100114
Proposal Date:	1-Oct-14
Project:	Local Technical Support during Sierra Detention Security System Installation

Description	Cost per Unit	Unit	Ext. Price
<b>Labor</b>			
Siemens will provide Jim Polanco 8 days a month (2 days a week) to assist SBBS Supervisor Fred Tizon with Technical Field assesment and General Assistance during Sierra Detention Security System Project. This work is planned for a duration of 6 months, during normal working hours Monday through Friday from 8am to 5pm. The City will provide Siemens with a requested schedule AT LEAST 5 business days in advance. Any schedule cancellations made with less than 5 business days notice will be billable to the City.	\$130.00	384	\$49,920.00
Siemens will also provide after hours (Monday through Friday after 5pm or Saturday from 8am to 4pm) technical support by Jim Polanco	\$195.00	50	\$9,750.00
Overhead - 10% mark up for project management, and covers impact due to extended emergency circumstances (as per email dated 9/29/14)			\$5,967.00
Siemens is not responsible for any Sierra system warrantee or workmanship. We are not responsible for the Sierra system design process, or management of the Sierra project.			
CLARIFICATIONS:	Subtotal		\$65,637.00
This Proposal is limited to the equipment and services contained herein and any variation shall be subject to associated costs. Order acceptance shall be contingent upon credit approval from our corporate office.	Grand Total		\$65,637.00

In the event payments are not provided in accordance with our proposal or subsequent orders relating to the Products, Siemens may immediately suspend performance until payment is received. If any amount due is not paid in accordance with the specified terms, you agree to pay Siemens on demand, as a late charge, 1.5% per month, limited by the maximum rate permitted by law, on such overdue amount. The late charge will accrue from such date until such amount is paid.

Any alteration or deviation from the above involving additional costs will be performed only following acceptance by Siemens Fire Safety of purchasers written order and will become additional cost to purchaser at Siemens Fire Safety's then current charges. This proposal may be withdrawn by Siemens Fire Safety if not accepted within 30 days from the date shown above.

Acceptance of Proposal - The prices, specifications, terms and conditions contained herein are hereby accepted. Siemens Fire Safety is authorized to do the work as specified.

Accepted By (please print):	Title:	
Signature:	Date:	P.O. Number:

## **Attachment B**

### **Insurance Requirements**

**2603J – County Jail No. 1 and No. 2 Security and Electronic System**

**Emergency Declared and Contracts Awarded**

**SECTION 00 73 16**

**INSURANCE REQUIREMENTS**

**1.1 SUMMARY**

- A. This Document includes insurance requirements, which amend Article 11 of the General Conditions.**

**1.2 CONTRACTOR'S LIABILITY INSURANCE**

- A. Contractor shall maintain in full force and effect, for the period covered by the Contract, the following liability insurance with the following minimum specified coverages or coverages as required by laws and regulations, whichever is greater:**
  - 1. Worker's Compensation in statutory amount, including Employers' Liability coverage with limits not less than \$1,000,000.00 each accident, injury, or illness.**
  - 2. Commercial General Liability insurance with limits not less than \$1,000,000.00 each occurrence, and \$2,000,000 general aggregate, combined single limit for bodily injury and property damage, including coverage for Contractual Liability, independent contractors, Explosion, Collapse, and Underground (XCU), Personal Injury, Broadform Property Damage, and completed operations.**
  - 3. Commercial Automobile Liability insurance with limits not less than \$1,000,000.00 each occurrence combined single limit for bodily injury and property damage, including owned, hired or non-owned vehicles, as applicable.**

**1.3 ADDITIONAL COVERAGES**

- A. Professional Liability Insurance: In the event that Contractor employs professional engineering or land surveyor services for performing field engineering or preparing design calculations, plans and specifications, Contractor shall require the retained engineers and land surveyors to carry professional liability insurance with limits not less than \$1,000,000 each claim with respect to negligent acts, errors, or omissions in connection with professional services to be provided under this Contract.**
- B. Environmental Pollution Liability: In the event that Contractor, or its subcontractors, who perform abatement of hazardous or contaminated materials removal shall maintain in force, throughout the term of this Contract, contractor's pollution liability insurance with limits not less than \$1,000,000 each occurrence combined single limit (true occurrence form), including coverages for on-site or off-site third party claims for bodily injury and property damage.**

**1.4 INSURANCE FOR OTHERS**

- A. Other parties to be protected by Contractor's liability insurance shall be as follows:**
  - 1. City's consultants and/or subconsultants: None.**
  - A. For general liability, environmental pollution liability and automobile liability insurance, Contractor shall include as additional insured, the City, its board members and commissions, and all authorized agents and representatives, and members, directors, officers, trustees, agents and employees of any of them.**
  - 2. Non-City Agencies: None.**

### 1.5 FORMS OF POLICIES AND OTHER INSURANCE REQUIREMENTS

- A. Before commencement of the Work of this Contract, certificates of insurance and policy endorsements in form and with insurers acceptable to the City, evidencing all required insurance and with proper endorsements from Contractor's insurance carrier identifying as additional insureds the parties indicated under Article "Insurance for Others" above, shall be furnished to the City, with complete copies of policies to be furnished to the City promptly upon request. Contractor will be allowed a maximum of 10 working days, after the date on which the Contract is awarded, in which to deliver appropriate bond and insurance certificates and endorsements.
- B. Approval of the insurance by the City shall not relieve or decrease the extent to which Contractor or subcontractor of any tier may be held responsible for payment of any and all damages resulting from its operations. Contractor shall be responsible for all losses not covered by the policy, excluding damage caused by earthquake and flood consistent with section 7105 of the California Public Contract Code in excess of 5 percent of the Contract Sum, including the deductibles. All policies of insurance and certificates shall be satisfactory to the City.
- C. The Contractor and its subcontractors shall comply with the provisions of California Labor Code section 3700. Prior to commencing the performance of work, the Contractor and all of its subcontractors shall submit to the awarding department a certificate of insurance against liability for workers compensation or proof of self-insurance in accordance with the provisions of the California Labor Code.
- A. Liability insurance, with an allowable exception for professional liability insurance, shall be on an occurrence basis, and said insurance shall provide that the coverage afforded thereby shall be primary coverage (and non-contributory to any other existing valid and collectable insurance) to the full limit of liability stated in the declaration, and such insurance shall apply separately to each insured against whom claim is made or suit is brought, but the inclusion of more than one insured shall not operate to increase the insurer's limits of liability.
- D. Except for professional liability insurance, should any of the required insurance be provided under a form of coverage that includes an annual general aggregate limit or provides that claims investigation or legal defense costs be included in such annual general aggregate limit, such general annual aggregate limit shall be two times the occurrence limits stipulated. City reserves the right to increase any insurance requirement as needed and as appropriate.
- E. Should any of the required insurance be provided under a claims-made form, Contractor shall maintain such coverage continuously throughout the term of this Contract, and without lapse, for a period 4 years beyond the Contract Final Completion date, to the effect that, should occurrences during the Contract term give rise to claims made after expiration of the Contract, such claims shall be covered by such claims-made policies.
- B. Each such policy shall be endorsed to provide 30 days advance written notice to the City of reduction or non-renewal of coverages or cancellation of coverages for any reason. All notices shall be made to:
- Manager, Contract Administration  
Division City and County of San  
Francisco 875 Stevenson Street, Room  
420 San Francisco, CA 94103.
- F. All policies shall be endorsed to provide waivers of subrogation against City.

- I. Contractor, upon notification of receipt by the City of any such notice, shall file with the City a certificate of the required new or renewed policy at least 10 days before the effective date of such cancellation, change or expiration, with a complete copy of the new or renewed policy.
- J. If, at any time during the life of this Contract, Contractor fails to maintain any item of the required insurance in full force and effect, all Work of this Contract may, at City's sole option, be discontinued immediately, and all Contract payments due or that become due will be withheld, until notice is received by the City as provided in the immediately preceding Subparagraph "H" that such insurance has been restored to full force and effect and that the premiums therefor have been paid for a period satisfactory to the City.
- K. Any failure to maintain any item of the required insurance may, at City's sole option, be sufficient cause for termination for default of this Contract.

#### 1.6 QUALIFICATIONS

- A. Insurance companies shall be legally authorized to engage in the business of furnishing insurance in the State of California. All insurance companies shall have a current A.M. Best Rating not less than "A-, VIII" and shall be satisfactory to the City.

END OF SECTION

# ATTACHMENT C

## SECTION 00 73 73

### STATUTORY REQUIREMENTS

#### 1.1 GENERAL

- A. All requirements in this Section are incidental work, unless specified otherwise.
- B. Contractor shall be solely responsible and fully liable for any and all failures to comply with the requirements specified herein, and shall unconditionally and fully indemnify the City for any damages resulting therefrom. If Contractor fails to comply with the requirements specified herein, or fails to promptly take all required remedial actions to the City's satisfaction, the City may withhold progress payments to Contractor until satisfactory compliance has been accomplished and/or may assess statutory liquidated damages or penalties, as applicable.
- C. The full text of the City Requirements provided below are incorporated by reference in the Contract Documents, and are available at [http://www.amlegal.com/nxt/gateway.dll?f=templates&fn=default.htm&vid=amlegal:sanfrancisco\\_ca](http://www.amlegal.com/nxt/gateway.dll?f=templates&fn=default.htm&vid=amlegal:sanfrancisco_ca)

#### 1.2 CONFLICT OF INTEREST

- A. By executing the Agreement (Section 00 52 00), Contractor certifies that it does not know of any fact which constitutes a violation of Section 15.103 of the City's Charter; Article III, Chapter 2 of City's Campaign and Governmental Conduct Code; or Section 37100 *et seq.* or Section 1090 *et seq.* of the California Government Code of the State of California, and further agrees promptly to notify the City if it becomes aware of any such fact during the term of this Contract. All requirements in this Section are incidental work, unless specified otherwise.

#### 1.3 NONDISCRIMINATION REQUIREMENTS

- A. Incorporation of Administrative Code Chapters 12B and 12C. The provisions of Chapters 12B and 12C of the San Francisco Administrative Code are incorporated herein by this reference. Contractor shall comply with any and all of the provisions that apply to this Agreement under such Chapters, and be bound by the remedies provided in such Chapters. Contractor shall incorporate by reference in all subcontracts the provisions of §§12B.2(a), 12B.2(c)-(k), and 12C.3 of the San Francisco Administrative Code and shall require all subcontractors to comply with such provisions.
- B. Nondiscrimination in the Provision of Employee Benefits. Contractor does not as of the date of this Agreement, and will not during the term of this Agreement, in any of its operations in San Francisco, on real property owned by San Francisco, or where Work is being performed for the City elsewhere in the United States, discriminate in the provision of employee benefits between employees with domestic partners and employees with spouses and/or between the domestic partners and spouses of such employees, subject to the conditions set forth in San Francisco Administrative Code §12B.2.
- C. Title VI Requirements. During the performance of this Contract, the Contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

- (1) **Compliance with Regulations:** The Contractor shall comply with the Regulation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, and the Federal Highway Administration (hereinafter "FHWA") Title 23, Code of Federal Regulations, Part 200 as they may be amended from time to time, (hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this Contract.
- (2) **Nondiscrimination:** The Contractor, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin, sex, age, and disability/handicap and low income in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR, section 21.5 of the Regulations, including employment practices when the Contract covers a program set forth in Appendix B of the Regulations.
- (3) **Solicitations for Subcontractors, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin, sex, age, and disability/handicap and low income.
- (4) **Information and Reports:** The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City and County of San Francisco ("City") or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to the City, or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Contract, the City shall impose such Contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
  - (a) withholding of payments to the Contractor under the Contract until the Contractor complies, and/or
  - (b) cancellation, termination or suspension of the Contract, in whole or in part.
- (6) **Incorporation of Provisions:** The Contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the City or the FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance, provided, however, that, in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the City to enter into such litigation to protect the interests of the City, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.



**1.4. REQUIRING MINIMUM COMPENSATION FOR COVERED EMPLOYEES**

- A. Contractor shall pay covered employees no less than the minimum compensation required by San Francisco's Minimum Compensation Ordinance (MCO), and shall otherwise comply with the MCO as set forth in San Francisco Administrative Code Chapter 12P (Chapter 12P). The provisions of Chapter 12P, including but not limited to the penalties for noncompliance provided therein, are incorporated herein by this reference, and made part of this Agreement as though fully set forth herein.

**1.5. REQUIRING HEALTH BENEFITS FOR COVERED EMPLOYEES**

- A. Contractor shall choose and perform one of the Health Care Accountability options set forth in Section 12Q.3 of the Health Care Accountability Ordinance (HCAO), and shall otherwise comply with the HCAO as set forth in San Francisco Administrative Code Chapter 12Q. The provisions of Chapter 12Q, including but not limited to the penalties for noncompliance provided therein, are incorporated herein by this reference, and made part of this Agreement as though fully set forth herein.

**1.6. MACBRIDE PRINCIPLES - NORTHERN IRELAND**

- A. The provisions of San Francisco Administrative Code §12F are incorporated herein by this reference and made part of this Agreement as though fully set forth. By signing this Agreement, Contractor confirms that Contractor has read and understood that the City urges companies doing business in Northern Ireland to resolve employment inequities and to abide by the MacBride Principles, and urges San Francisco companies to do business with corporations that abide by the MacBride.

**1.7. PROHIBITION ON USE OF PUBLIC FUNDS FOR POLITICAL ACTIVITY**

- A. In performing the Work, Contractor shall comply with San Francisco Administrative Code Chapter 12.G, which prohibits funds appropriated by the City for this Agreement from being expended to participate in, support, or attempt to influence any political campaign for a candidate or for a ballot measure. The provisions of Chapter 12.G, including but not limited to the penalties for noncompliance provided therein are incorporated by reference and made a part of this Agreement as though fully set forth herein.

**1.8. LIMITATIONS ON CONTRIBUTIONS**

- A. By executing the Agreement (Section 00 52 00), Contractor acknowledges that it is familiar with section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with the City 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) an individual holding a City elective office if the contract must be approved by the individual, a board on which that individual serves, or the board of a state agency on which an appointee of that individual serves, (2) a candidate for the office held by such individual, or (3) a committee controlled by such individual, 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. 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. Contractor must inform each such person of the limitation on contributions imposed by Section 1.126 and provide the names of the persons required to be informed to City.

**1.9 NONDISCLOSURE OF PRIVATE, PROPRIETARY OR CONFIDENTIAL INFORMATION**

- A. If the Contract Documents require City to disclose "Private Information" to Contractor within the meaning of San Francisco Administrative Code Chapter 12M, Contractor shall use such information only in accordance with the restrictions stated in this Agreement and as necessary in performing the Services. The provisions of Chapter 12M, including but not limited to the penalties for noncompliance provided therein, are incorporated herein by this reference, and made part of this Agreement as though fully set forth herein.
- B. In the performance of Work, Contractor may have access to City's proprietary or confidential information, the disclosure of which to third parties may damage City. If City discloses proprietary or confidential information to Contractor, such information must be held by Contractor in confidence and used only in performing the Agreement. Contractor shall exercise the same standard of care to protect such information as a reasonably prudent contractor would use to protect its own proprietary or confidential information.

**1.10 UNFAIR BUSINESS PRACTICES CLAIMS; ASSIGNMENT TO AWARDING BODY**

- A. Under Public Contract Code section 7103.5, Contractor and its Subcontractors shall conform to the following requirements:
  - 1. In entering into the Agreement or subcontract to supply goods, services, or materials under this Agreement, Contractor or its Subcontractors offer and agree to assign the City all rights, title, and interest in and to all causes of action they may have under section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (chapter 2, commencing with section 16700, of part 2 of division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to the Agreement or subcontract.
  - 2. The assignment shall be made and become effective at the time the City tenders Final Payment to Contractor, without further acknowledgement by the Parties.
  - 3. Contractor shall include the provisions of this Article in its subcontracts and purchase agreements to supply goods, services, or materials pursuant to the Agreement.

**1.11 TROPICAL HARDWOOD AND VIRGIN REDWOOD PRODUCTS BAN**

- A. Except as expressly permitted by the application of Sections 802(b) and 803(b) of the San Francisco Environment Code, Contractor shall not provide any items to the City in performance of this contract which are tropical hardwoods, tropical hardwood wood products, virgin redwood or virgin redwood wood products. The City urges Contractor not to import, purchase, obtain, or use for any purpose, any tropical hardwood, tropical hardwood product, virgin redwood or virgin redwood wood product.

**1.12 PRESERVATIVE-TREATED WOOD CONTAINING ARSENIC**

- A. Contractor may not purchase preservative-treated wood products containing arsenic in the performance of this Agreement unless an exemption from the requirements of Chapter 13 of the San Francisco Environment Code is obtained from the Department of the Environment under Section 1304 of the Code. The term "preservative-treated wood containing arsenic" shall mean wood treated with a preservative that contains arsenic, elemental arsenic, or an arsenic copper combination, including, but not limited to, chromated copper arsenate preservative, ammoniacal copper zinc arsenate preservative, or ammoniacal copper arsenate preservative. Contractor may purchase preservative-treated wood products on the list of environmentally preferable alternatives prepared and adopted by the Department of the Environment. This provision does not preclude Contractor from purchasing preservative-treated wood containing arsenic for saltwater immersion. The term "saltwater immersion" shall mean a pressure-treated wood that is used for construction purposes or facilities that are partially or totally immersed in saltwater.

**1.13 FOOD SERVICE WASTE REDUCTION REQUIREMENTS**

- A. Contractor shall comply with the Food Service Waste Reduction Ordinance, as set forth in San Francisco Environment Code Chapter 16, including but not limited to the remedies for noncompliance provided therein. The provisions of Chapter 16 are incorporated herein by reference and made a part of this Agreement as though fully set forth herein.

**1.14 LOCAL BUSINESS ENTERPRISE AND NON-DISCRIMINATION IN CONTRACTING REQUIREMENTS**

- A. Pursuant to chapter 14B of the San Francisco Administrative Code the following requirements are made part of the Contract:
1. Chapters 12B and 14B of the San Francisco Administrative Code, their implementing Rules and Regulations, and CMD Attachment 1 – Requirements for Construction Contracts, are incorporated by reference herein as though fully set forth. These documents are available to be viewed and downloaded on the Contract Monitoring Division's website: <http://sfcca.org/index.aspx?page=5365>. Alternatively, contact the CMD Contract Compliance Officer assigned to this Contract for assistance in obtaining any of these documents.
  2. The willful failure of Contractor or its subcontractors to comply with any of the requirements of chapter 14B or to comply with the level of LBE subcontractor participation specified herein shall be deemed a material breach of contract.
  3. In the event that the Director of Contract Monitoring Division finds that Contractor or any of its subcontractors willfully fails to comply with any of the provisions of Chapter 14B, rules and regulations implementing Chapter 14B, or Contract provisions pertaining to LBE participation, Contractor or its subcontractor shall be liable for liquidated damages as specified in CMD Attachment 1, article 1.05 "Noncompliance and Sanctions," which shall be payable to the City upon demand and may be set off against moneys due to Contractor or its subcontractor for any contract with the City. Contractor agrees that progress payments shall be withheld, and Contractor's liability for liquidated damages assessed will be subject to the collection procedures specified in CMD Attachment 1, article 1.05 "Noncompliance and Sanctions."
  4. Contractor shall maintain, and shall require its subcontractors to maintain, records including such information requested by CMD necessary for monitoring their compliance with Chapter 14B. Such records shall be maintained for 3 years after the date of Final Completion.
  5. During the term of the Contract, Contractor shall fulfill its LBE participation commitments submitted with its Bid. In the event that Contractor must request a substitution of an LBE subcontractor under Public Contract Code section 4107, Contractor shall make a good faith effort to retain a replacement who is also a certified LBE. For a substitution of a non-LBE subcontractor, Contractor agrees to make a good faith effort to retain an LBE as the replacement subcontractor.
  6. Contractor shall compensate a LBE subcontractor if Contractor does not fulfill its commitment during the term of the Contract to utilize the LBE subcontractor. Contractor shall include a contract provision in all LBE subcontracts requiring Contractor to compensate a LBE subcontractor if Contractor fails to comply with its commitment to utilize LBE subcontractors. The foregoing provisions shall be enforceable in a court of competent jurisdiction.
  7. Whenever Change Orders are made which cumulatively increase the Contract Sum by more than 20 percent, Contractor shall comply with all LBE subcontracting provisions of this Contract with respect to the Change Order.
  8. Back-contracting to Contractor or lower-tier subcontracting for any purpose inconsistent with the provisions of Chapter 14B, rules and regulations implementing Chapter 14B, or Contract provisions pertaining to LBE participation shall be prohibited.

9. Contractor shall pay its subcontractors within 3 working days after receiving payment from the City unless Contractor notifies the Director of the CMD in writing prior to receiving payment from the City that there is a bona fide dispute between Contractor and the subcontractor. The Director of the CMD may, upon making a determination that a bona fide dispute exists between Contractor and the subcontractor, waive this 3-day payment requirement.
10. Contractor shall submit CMD Contract Performance Forms (CMD Forms 7, 8, 9, and 10) as set forth in CMD Attachment 1, article 1.03.
11. Contractor shall comply with the Non-Discrimination provisions as set forth in Part IV of CMD Attachment 1.

#### 1.15 SUNSHINE ORDINANCE

- A. Contractor acknowledges that the Contract Documents and all records related to their formation, Contractor's performance of Work, and City's payment are subject to the California Public Records Act, (California Government Code §6250 et. seq.), and the San Francisco Sunshine Ordinance, (San Francisco Administrative Code Chapter 67). Such records are subject to public inspection and copying unless exempt from disclosure under federal, state or local law.

#### 1.16 SUBMITTING FALSE CLAIMS; REMEDIES

- A. Pursuant to Article V of Chapter 6 of the San Francisco Administrative Code, any contractor, subcontractor, supplier, consultant or subconsultant who submits a false claim may be subject to monetary penalties, investigation and prosecution and may be declared an irresponsible bidder or an unqualified consultant and debarred as set forth in that Article. A contractor, subcontractor, supplier, consultant or sub consultant will be deemed to have submitted a false claim to the City if the contractor, subcontractor, supplier, consultant or subconsultant: (a) knowingly presents or causes to be presented to an officer or employee of the City a false claim or request for payment or approval; (b) knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by the City; (c) conspires to defraud the City by getting a false claim allowed or paid by the City; (d) knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the City; or (e) is a beneficiary of an inadvertent submission of a false claim to the City, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the City within a reasonable time after discovery of the false claim. **CLEAN CONSTRUCTION**
- A. Contractor agrees to comply fully with and be bound by the Clean Construction requirements set forth in Section 6.25 of the San Francisco Administrative Code. The provisions of Section 6.25 are incorporated herein by reference and made a part of this Agreement as though fully set forth.
- B. Contractor may seek waivers from the Clean Construction requirements as set forth in Section 6.25(b)(3) of the Administrative Code.
- C. By entering into the Agreement, Contractor and City agree that if Contractor uses off-road equipment and/or off-road engines in violation of the Clean Construction requirements set forth in Section 6.25, the City will suffer actual damages that will be impractical or extremely difficult to determine. Accordingly, Contractor and the City agree that Contractor shall pay the City the amount of \$100.00 per day per each piece of off-road equipment and each off-road engine used to complete Work on the Project in violation of the Clean Construction requirements. Such amount shall not be considered a penalty, but rather agreed monetary damages sustained by City because of Contractor's failure to comply with the Clean Construction requirements.

1.18 CONSIDERATION OF CRIMINAL HISTORY IN HIRING AND EMPLOYMENT DECISIONS

- A. Contractor agrees to comply fully with and be bound by all of the provisions of Chapter 12T "City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions," of the San Francisco Administrative Code (Chapter 12T), including the remedies provided, and implementing regulations, as may be amended from time to time. The provisions of Chapter 12T are incorporated by reference and made a part of this Agreement as though fully set forth herein. The text of the Chapter 12T is available on the web at [www.sfgov.org/olse/fcc](http://www.sfgov.org/olse/fcc). A partial listing of some of Contractor's obligations under Chapter 12T is set forth in this Section. Contractor is required to comply with all of the applicable provisions of 12T, irrespective of the listing of obligations in this Paragraph. Capitalized terms used in this Paragraph and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 12T.
- B. The requirements of Chapter 12T shall only apply to a Contractor's or Subcontractor's operations to the extent those operations are in furtherance of the performance of this Agreement, and shall apply only to applicants and employees who would be or are performing work in furtherance of this Agreement.
- C. Contractor shall incorporate by reference in all subcontracts the provisions of Chapter 12T, and shall require all subcontractors to comply with such provisions. Contractor's failure to comply with the obligations in this subsection shall constitute a material breach of this Agreement.
- D. Contractor or Subcontractor shall not inquire about, require disclosure of, or if such information is received base an Adverse Action on an applicant's or potential applicant for employment, or employee's: (1) Arrest not leading to a Conviction, unless the Arrest is undergoing an active pending criminal investigation or trial that has not yet been resolved; (2) participation in or completion of a diversion or a deferral of judgment program; (3) a Conviction that has been judicially dismissed, expunged, voided, invalidated, or otherwise rendered inoperative; (4) a Conviction or any other adjudication in the juvenile justice system; (5) a Conviction that is more than seven years old, from the date of sentencing; or (6) information pertaining to an offense other than a felony or misdemeanor, such as an infraction.
- E. Contractor or Subcontractor shall not inquire about or require applicants, potential applicants for employment, or employees to disclose on any employment application the facts or details of any conviction history, unresolved arrest, or any matter identified in subparagraph D, above. Contractor or Subcontractor shall not require such disclosure or make such inquiry until either after the first live interview with the person, or after a conditional offer of employment.
- F. Contractor or Subcontractor shall state in all solicitations or advertisements for employees that are reasonably likely to reach persons who are reasonably likely to seek employment to be performed under this Agreement, that the Contractor or Subcontractor will consider for employment qualified applicants with criminal histories in a manner consistent with the requirements of Chapter 12T.
- G. Contractor and Subcontractors shall post the notice prepared by the Office of Labor Standards Enforcement (OLSE), available on OLSE's website, in a conspicuous place at every workplace, job site, or other location under the Contractor or Subcontractor's control at which work is being done or will be done in furtherance of the performance of this Agreement. The notice shall be posted in English, Spanish, Chinese, and any language spoken by at least 5% of the employees at the workplace, job site, or other location at which it is posted.

- H. Contractor understands and agrees that if it fails to comply with the requirements of Chapter 12T, the City shall have the right to pursue any rights or remedies available under Chapter 12T, including but not limited to, a penalty of \$50 for a second violation and \$100 for a subsequent violation for each employee, applicant or other person as to whom a violation occurred or continued, termination or suspension in whole or in part of this Agreement.

END OF SECTION

# **Attachment A**

## **Scope of Work**

**2603J – County Jail No. 1 and No. 2 Security and Electronic System**

**Emergency Declared and Contracts Awarded**



SIEMENS INDUSTRY

25821 INDUSTRIAL BLVD, SUITE 300 HAYWARD, CA 94545

Sold to	City and County of SF
	1 Dr. Carlton B Goodlett Place
	San Francisco, CA

Denise Moore, Account Manager  
 Phone: (510.750.7374)  
 Fax: (866) 205.5045  
 email: denise.moore@siemens.com

Bill to:	City and County of SF
	1 Dr. Carlton B Goodlett Place
	San Francisco, CA

Ship To:	San Francisco Jail
	425 7th St.
	San Francisco, CA

Attn:	Dan Dantizo
Phone:	
Email:	<a href="mailto:dan.santizo@sfgov.org">dan.santizo@sfgov.org</a>

Proposal #:	100114
Proposal Date:	1-Oct-14
Project:	Local Technical Support during Sierra Detention Security System Installation

Description	Cost per Unit	Unit	Ext. Price
<b>Labor</b>			
Siemens will provide Jim Polanco 8 days a month (2 days a week) to assist SBBS Supervisor Fred Tizon with Technical Field assesment and General Assistance during Sierra Detention Security System Project. This work is planned for a duration of 6 months, during normal working hours Monday through Friday from 8am to 5pm. The City will provide Siemens with a requested schedule AT LEAST 5 business days in advance. Any schedule cancellations made with less than 5 business days notice will be billable to the City.	\$130.00	384	\$49,920.00
Siemens will also provide after hours (Monday through Friday after 5pm or Saturday from 8am to 4pm) technical support by Jim Polanco	\$195.00	50	\$9,750.00
Overhead - 10% mark up for project management, and covers impact due to extended emergency circumstances (as per email dated 9/29/14)			\$5,967.00
Siemens is not responsible for any Sierra system warrantee or workmanship. We are not responsible for the Sierra system design process, or management of the Sierra project.			
CLARIFICATIONS: This Proposal is limited to the equipment and services contained herein and any variation shall be subject to associated costs. Order acceptance shall be contingent upon credit approval from our corporate office.	Subtotal		\$65,637.00
	Grand Total		\$65,637.00

In the event payments are not provided in accordance with our proposal or subsequent orders relating to the Products, Siemens may immediately suspend performance until payment is received. If any amount due is not paid in accordance with the specified terms, you agree to pay Siemens on demand, as a late charge, 1.5% per month, limited by the maximum rate permitted by law, on such overdue amount. The late charge will accrue from such date until such amount is paid.

Any alteration or deviation from the above involving additional costs will be performed only following acceptance by Siemens Fire Safety of purchaser's written order and will become additional cost to purchaser at Siemens Fire Safety's then current charges. This proposal may be withdrawn by Siemens Fire Safety if not accepted within 30 days from the date shown above.

Acceptance of Proposal - The prices, specifications, terms and conditions contained herein are hereby accepted. Siemens Fire Safety is authorized to do the work as specified.

Accepted By (please print):	Title:	
Signature:	Date:	P.O. Number:

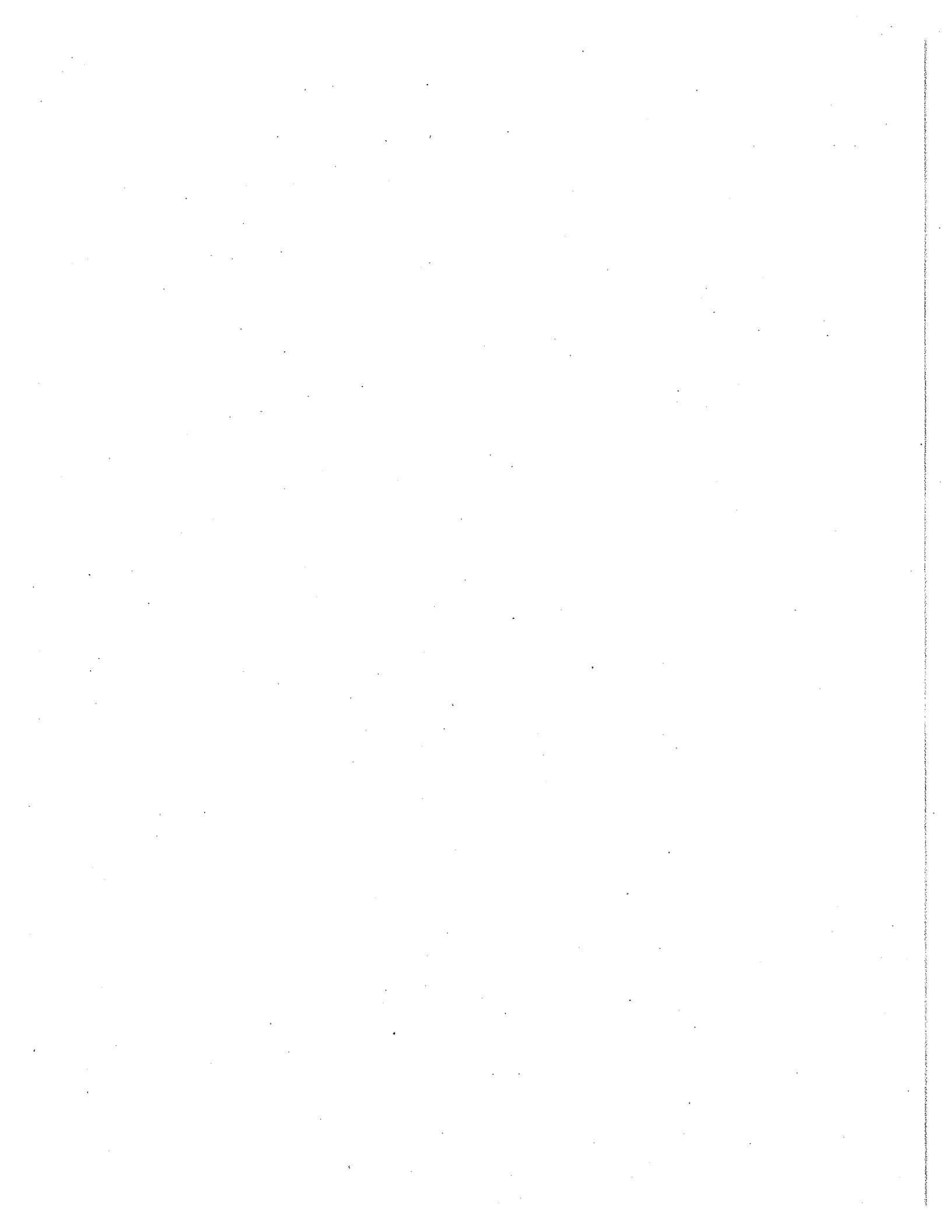


# **Attachment B**

## **Insurance Requirements**

**2603J – County Jail No. 1 and No. 2 Security and Electronic System**

**Emergency Declared and Contracts Awarded**



## SECTION 00 73 16

## INSURANCE REQUIREMENTS

## 1.1 SUMMARY

- A. This Document includes insurance requirements, which amend Article 11 of the General Conditions.

## 1.2 CONTRACTOR'S LIABILITY INSURANCE

- A. Contractor shall maintain in full force and effect, for the period covered by the Contract, the following liability insurance with the following minimum specified coverages or coverages as required by laws and regulations, whichever is greater:

1. Worker's Compensation in statutory amount, including Employers' Liability coverage with limits not less than \$1,000,000.00 each accident, injury, or illness.
2. Commercial General Liability insurance with limits not less than \$1,000,000.00 each occurrence, and \$2,000,000 general aggregate, combined single limit for bodily injury and property damage, including coverage for Contractual Liability, independent contractors, Explosion, Collapse, and Underground (XCU), Personal Injury, Broadform Property Damage, and completed operations.
3. Commercial Automobile Liability insurance with limits not less than \$1,000,000.00 each occurrence combined single limit for bodily injury and property damage, including owned, hired or non-owned vehicles, as applicable.

## 1.3 ADDITIONAL COVERAGES

- A. Professional Liability Insurance: In the event that Contractor employs professional engineering or land surveyor services for performing field engineering or preparing design calculations, plans and specifications, Contractor shall require the retained engineers and land surveyors to carry professional liability insurance with limits not less than \$1,000,000 each claim with respect to negligent acts, errors, or omissions in connection with professional services to be provided under this Contract.
- B. Environmental Pollution Liability: In the event that Contractor, or its subcontractors, who perform abatement of hazardous or contaminated materials removal shall maintain in force, throughout the term of this Contract, contractor's pollution liability insurance with limits not less than \$1,000,000 each occurrence combined single limit (true occurrence form), including coverages for on-site or off-site third party claims for bodily injury and property damage.

## 1.4 INSURANCE FOR OTHERS

- A. Other parties to be protected by Contractor's liability insurance shall be as follows:
1. City's consultants and/or subconsultants: None.
  - A. For general liability, environmental pollution liability and automobile liability insurance, Contractor shall include as additional insured, the City, its board members and commissions, and all authorized agents and representatives, and members, directors, officers, trustees, agents and employees of any of them.
  2. Non-City Agencies: None.

## 1.5 FORMS OF POLICIES AND OTHER INSURANCE REQUIREMENTS

- A. Before commencement of the Work of this Contract, certificates of insurance and policy endorsements in form and with insurers acceptable to the City, evidencing all required insurance and with proper endorsements from Contractor's insurance carrier identifying as additional insureds the parties indicated under Article "Insurance for Others" above, shall be furnished to the City, with complete copies of policies to be furnished to the City promptly upon request. Contractor will be allowed a maximum of 10 working days, after the date on which the Contract is awarded, in which to deliver appropriate bond and insurance certificates and endorsements.
- B. Approval of the insurance by the City shall not relieve or decrease the extent to which Contractor or subcontractor of any tier may be held responsible for payment of any and all damages resulting from its operations. Contractor shall be responsible for all losses not covered by the policy, excluding damage caused by earthquake and flood consistent with section 7105 of the California Public Contract Code in excess of 5 percent of the Contract Sum, including the deductibles. All policies of insurance and certificates shall be satisfactory to the City.
- C. The Contractor and its subcontractors shall comply with the provisions of California Labor Code section 3700. Prior to commencing the performance of work, the Contractor and all of its subcontractors shall submit to the awarding department a certificate of insurance against liability for workers compensation or proof of self-insurance in accordance with the provisions of the California Labor Code.
- A. Liability insurance, with an allowable exception for professional liability insurance, shall be on an occurrence basis, and said insurance shall provide that the coverage afforded thereby shall be primary coverage (and non-contributory to any other existing valid and collectable insurance) to the full limit of liability stated in the declaration, and such insurance shall apply separately to each insured against whom claim is made or suit is brought, but the inclusion of more than one insured shall not operate to increase the insurer's limits of liability.
- D. Except for professional liability insurance, should any of the required insurance be provided under a form of coverage that includes an annual general aggregate limit or provides that claims investigation or legal defense costs be included in such annual general aggregate limit, such general annual aggregate limit shall be two times the occurrence limits stipulated. City reserves the right to increase any insurance requirement as needed and as appropriate.
- E. Should any of the required insurance be provided under a claims-made form, Contractor shall maintain such coverage continuously throughout the term of this Contract, and without lapse, for a period 4 years beyond the Contract Final Completion date, to the effect that, should occurrences during the Contract term give rise to claims made after expiration of the Contract, such claims shall be covered by such claims-made policies.
- B. Each such policy shall be endorsed to provide 30 days advance written notice to the City of reduction or non-renewal of coverages or cancellation of coverages for any reason. All notices shall be made to:
- Manager, Contract Administration  
Division City and County of San  
Francisco 875 Stevenson Street, Room  
420 San Francisco, CA 94103.
- F. All policies shall be endorsed to provide waivers of subrogation against City.

- I. Contractor, upon notification of receipt by the City of any such notice, shall file with the City a certificate of the required new or renewed policy at least 10 days before the effective date of such cancellation, change or expiration, with a complete copy of the new or renewed policy.
- J. If, at any time during the life of this Contract, Contractor fails to maintain any item of the required insurance in full force and effect, all Work of this Contract may, at City's sole option, be discontinued immediately, and all Contract payments due or that become due will be withheld, until notice is received by the City as provided in the immediately preceding Subparagraph "H" that such insurance has been restored to full force and effect and that the premiums therefor have been paid for a period satisfactory to the City.
- K. Any failure to maintain any item of the required insurance may, at City's sole option, be sufficient cause for termination for default of this Contract.

#### 1.6 QUALIFICATIONS

- A. Insurance companies shall be legally authorized to engage in the business of furnishing insurance in the State of California. All insurance companies shall have a current A.M. Best Rating not less than "A-VIII" and shall be satisfactory to the City.

END OF SECTION

# **Attachment C**

**Section 00 73 73**

## **STATUTORY REQUIREMENTS**

**2603J – County Jail No. 1 and No. 2 Security and Electronic System**

**Emergency Declared and Contracts Awarded**

# ATTACHMENT C

## SECTION 00 73 73

### STATUTORY REQUIREMENTS

#### 1.1 GENERAL

- A. All requirements in this Section are incidental work, unless specified otherwise.
- B. Contractor shall be solely responsible and fully liable for any and all failures to comply with the requirements specified herein, and shall unconditionally and fully indemnify the City for any damages resulting therefrom. If Contractor fails to comply with the requirements specified herein, or fails to promptly take all required remedial actions to the City's satisfaction, the City may withhold progress payments to Contractor until satisfactory compliance has been accomplished and/or may assess statutory liquidated damages or penalties, as applicable.
- C. The full text of the City Requirements provided below are incorporated by reference in the Contract Documents, and are available at [http://www.amlegal.com/nxt/gateway.dll?f=templates&fn=default.htm&vid=amlegal:sanfrancisco\\_ca](http://www.amlegal.com/nxt/gateway.dll?f=templates&fn=default.htm&vid=amlegal:sanfrancisco_ca)

#### 1.2 CONFLICT OF INTEREST

- A. By executing the Agreement (Section 00 52 00), Contractor certifies that it does not know of any fact which constitutes a violation of Section 15.103 of the City's Charter; Article III, Chapter 2 of City's Campaign and Governmental Conduct Code; or Section 87100 *et seq.* or Section 1090 *et seq.* of the California Government Code of the State of California, and further agrees promptly to notify the City if it becomes aware of any such fact during the term of this Contract. All requirements in this Section are incidental work, unless specified otherwise.

#### 1.3 NONDISCRIMINATION REQUIREMENTS

- A. **Incorporation of Administrative Code Chapters 12B and 12C.** The provisions of Chapters 12B and 12C of the San Francisco Administrative Code are incorporated herein by this reference. Contractor shall comply with any and all of the provisions that apply to this Agreement under such Chapters, and be bound by the remedies provided in such Chapters. Contractor shall incorporate by reference in all subcontracts the provisions of §§12B.2(a), 12B.2(c)-(k), and 12C.3 of the San Francisco Administrative Code and shall require all subcontractors to comply with such provisions.
- B. **Nondiscrimination in the Provision of Employee Benefits.** Contractor does not as of the date of this Agreement, and will not during the term of this Agreement, in any of its operations in San Francisco, on real property owned by San Francisco, or where Work is being performed for the City elsewhere in the United States, discriminate in the provision of employee benefits between employees with domestic partners and employees with spouses and/or between the domestic partners and spouses of such employees, subject to the conditions set forth in San Francisco Administrative Code §12B.2.
- C. **Title VI Requirements.** During the performance of this Contract, the Contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

- (1) **Compliance with Regulations:** The Contractor shall comply with the Regulation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, and the Federal Highway Administration (hereinafter "FHWA") Title 23, Code of Federal Regulations, Part 200 as they may be amended from time to time, (hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this Contract.
- (2) **Nondiscrimination:** The Contractor, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin, sex, age, and disability/handicap and low income in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR, section 21.5 of the Regulations, including employment practices when the Contract covers a program set forth in Appendix B of the Regulations.
- (3) **Solicitations for Subcontractors, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin, sex, age, and disability/handicap and low income.
- (4) **Information and Reports:** The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City and County of San Francisco ("City") or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to the City, or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Contract, the City shall impose such Contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
  - (a) withholding of payments to the Contractor under the Contract until the Contractor complies, and/or
  - (b) cancellation, termination or suspension of the Contract, in whole or in part.
- (6) **Incorporation of Provisions:** The Contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the City or the FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance, provided, however, that, in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the City to enter into such litigation to protect the interests of the City, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.



**1.4. REQUIRING MINIMUM COMPENSATION FOR COVERED EMPLOYEES**

- A. Contractor shall pay covered employees no less than the minimum compensation required by San Francisco's Minimum Compensation Ordinance (MCO), and shall otherwise comply with the MCO as set forth in San Francisco Administrative Code Chapter 12P (Chapter 12P). The provisions of Chapter 12P, including but not limited to the penalties for noncompliance provided therein, are incorporated herein by this reference, and made part of this Agreement as though fully set forth herein:

**1.5. REQUIRING HEALTH BENEFITS FOR COVERED EMPLOYEES**

- A. Contractor shall choose and perform one of the Health Care Accountability options set forth in Section 12Q.3 of the Health Care Accountability Ordinance (HCAO), and shall otherwise comply with the HCAO as set forth in San Francisco Administrative Code Chapter 12Q. The provisions of Chapter 12Q, including but not limited to the penalties for noncompliance provided therein, are incorporated herein by this reference, and made part of this Agreement as though fully set forth herein.

**1.6. MACBRIDE PRINCIPLES - NORTHERN IRELAND**

- A. The provisions of San Francisco Administrative Code §12F are incorporated herein by this reference and made part of this Agreement as though fully set forth. By signing this Agreement, Contractor confirms that Contractor has read and understood that the City urges companies doing business in Northern Ireland to resolve employment inequities and to abide by the MacBride Principles, and urges San Francisco companies to do business with corporations that abide by the MacBride.

**1.7. PROHIBITION ON USE OF PUBLIC FUNDS FOR POLITICAL ACTIVITY**

- A. In performing the Work, Contractor shall comply with San Francisco Administrative Code Chapter 12.G, which prohibits funds appropriated by the City for this Agreement from being expended to participate in, support, or attempt to influence any political campaign for a candidate or for a ballot measure. The provisions of Chapter 12.G, including but not limited to the penalties for noncompliance provided therein are incorporated by reference and made a part of this Agreement as though fully set forth herein.

**1.8. LIMITATIONS ON CONTRIBUTIONS**

- A. By executing the Agreement (Section 00 52 00), Contractor acknowledges that it is familiar with section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with the City 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) an individual holding a City elective office if the contract must be approved by the individual, a board on which that individual serves, or the board of a state agency on which an appointee of that individual serves, (2) a candidate for the office held by such individual, or (3) a committee controlled by such individual, 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. 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. Contractor must inform each such person of the limitation on contributions imposed by Section 1.126 and provide the names of the persons required to be informed to City.

**1.9 NONDISCLOSURE OF PRIVATE, PROPRIETARY OR CONFIDENTIAL INFORMATION**

- A. If the Contract Documents require City to disclose "Private Information" to Contractor within the meaning of San Francisco Administrative Code Chapter 12M, Contractor shall use such information only in accordance with the restrictions stated in this Agreement and as necessary in performing the Services. The provisions of Chapter 12M, including but not limited to the penalties for noncompliance provided therein, are incorporated herein by this reference, and made part of this Agreement as though fully set forth herein.
- B. In the performance of Work, Contractor may have access to City's proprietary or confidential information, the disclosure of which to third parties may damage City. If City discloses proprietary or confidential information to Contractor, such information must be held by Contractor in confidence and used only in performing the Agreement. Contractor shall exercise the same standard of care to protect such information as a reasonably prudent contractor would use to protect its own proprietary or confidential information.

**1.10 UNFAIR BUSINESS PRACTICES CLAIMS; ASSIGNMENT TO AWARDING BODY**

- A. Under Public Contract Code section 7103.5, Contractor and its Subcontractors shall conform to the following requirements:
  - 1. In entering into the Agreement or subcontract to supply goods, services, or materials under this Agreement, Contractor or its Subcontractors offer and agree to assign the City all rights, title, and interest in and to all causes of action they may have under section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (chapter 2, commencing with section 16700, of part 2 of division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to the Agreement or subcontract.
  - 2. The assignment shall be made and become effective at the time the City tenders Final Payment to Contractor, without further acknowledgement by the Parties.
  - 3. Contractor shall include the provisions of this Article in its subcontracts and purchase agreements to supply goods, services, or materials pursuant to the Agreement.

**1.11 TROPICAL HARDWOOD AND VIRGIN REDWOOD PRODUCTS BAN**

- A. Except as expressly permitted by the application of Sections 802(b) and 803(b) of the San Francisco Environment Code, Contractor shall not provide any items to the City in performance of this contract which are tropical hardwoods, tropical hardwood wood products, virgin redwood or virgin redwood wood products. The City urges Contractor not to import, purchase, obtain, or use for any purpose, any tropical hardwood, tropical hardwood product, virgin redwood or virgin redwood wood product.

**1.12 PRESERVATIVE-TREATED WOOD CONTAINING ARSENIC**

- A. Contractor may not purchase preservative-treated wood products containing arsenic in the performance of this Agreement unless an exemption from the requirements of Chapter 13 of the San Francisco Environment Code is obtained from the Department of the Environment under Section 1304 of the Code. The term "preservative-treated wood containing arsenic" shall mean wood treated with a preservative that contains arsenic, elemental arsenic, or an arsenic copper combination, including, but not limited to, chromated copper arsenate preservative, ammoniacal copper zinc arsenate preservative, or ammoniacal copper arsenate preservative. Contractor may purchase preservative-treated wood products on the list of environmentally preferable alternatives prepared and adopted by the Department of the Environment. This provision does not preclude Contractor from purchasing preservative-treated wood containing arsenic for saltwater immersion. The term "saltwater immersion" shall mean a pressure-treated wood that is used for construction purposes or facilities that are partially or totally immersed in saltwater.

**1.13 FOOD SERVICE WASTE REDUCTION REQUIREMENTS**

- A. Contractor shall comply with the Food Service Waste Reduction Ordinance, as set forth in San Francisco Environment Code Chapter 16, including but not limited to the remedies for noncompliance provided therein. The provisions of Chapter 16 are incorporated herein by reference and made a part of this Agreement as though fully set forth herein.

**1.14 LOCAL BUSINESS ENTERPRISE AND NON-DISCRIMINATION IN CONTRACTING REQUIREMENTS**

- A. Pursuant to chapter 14B of the San Francisco Administrative Code the following requirements are made part of the Contract:
1. Chapters 12B and 14B of the San Francisco Administrative Code, their implementing Rules and Regulations, and CMD Attachment 1 – Requirements for Construction Contracts, are incorporated by reference herein as though fully set forth. These documents are available to be viewed and downloaded on the Contract Monitoring Division's website: <http://sfgsa.org/index.aspx?page=5365>  
Alternatively, contact the CMD Contract Compliance Officer assigned to this Contract for assistance in obtaining any of these documents.
  2. The willful failure of Contractor or its subcontractors to comply with any of the requirements of chapter 14B or to comply with the level of LBE subcontractor participation specified herein shall be deemed a material breach of contract.
  3. In the event that the Director of Contract Monitoring Division finds that Contractor or any of its subcontractors willfully fails to comply with any of the provisions of Chapter 14B, rules and regulations implementing Chapter 14B, or Contract provisions pertaining to LBE participation, Contractor or its subcontractor shall be liable for liquidated damages as specified in CMD Attachment 1, article 1.05 "Noncompliance and Sanctions," which shall be payable to the City upon demand and may be set off against moneys due to Contractor or its subcontractor for any contract with the City. Contractor agrees that progress payments shall be withheld, and Contractor's liability for liquidated damages assessed will be subject to the collection procedures specified in CMD Attachment 1, article 1.05 "Noncompliance and Sanctions."
  4. Contractor shall maintain, and shall require its subcontractors to maintain, records including such information requested by CMD necessary for monitoring their compliance with Chapter 14B. Such records shall be maintained for 3 years after the date of Final Completion.
  5. During the term of the Contract, Contractor shall fulfill its LBE participation commitments submitted with its Bid. In the event that Contractor must request a substitution of an LBE subcontractor under Public Contract Code section 4107, Contractor shall make a good faith effort to retain a replacement who is also a certified LBE. For a substitution of a non-LBE subcontractor, Contractor agrees to make a good faith effort to retain an LBE as the replacement subcontractor.
  6. Contractor shall compensate a LBE subcontractor if Contractor does not fulfill its commitment during the term of the Contract to utilize the LBE subcontractor. Contractor shall include a contract provision in all LBE subcontracts requiring Contractor to compensate a LBE subcontractor if Contractor fails to comply with its commitment to utilize LBE subcontractors. The forgoing provisions shall be enforceable in a court of competent jurisdiction.
  7. Whenever Change Orders are made which cumulatively increase the Contract Sum by more than 20 percent, Contractor shall comply with all LBE subcontracting provisions of this Contract with respect to the Change Order.
  8. Back-contracting to Contractor or lower-tier subcontracting for any purpose inconsistent with the provisions of Chapter 14B, rules and regulations implementing Chapter 14B, or Contract provisions pertaining to LBE participation shall be prohibited.

9. Contractor shall pay its subcontractors within 3 working days after receiving payment from the City unless Contractor notifies the Director of the CMD in writing prior to receiving payment from the City that there is a bona fide dispute between Contractor and the subcontractor. The Director of the CMD may, upon making a determination that a bona fide dispute exists between Contractor and the subcontractor, waive this 3-day payment requirement.
10. Contractor shall submit CMD Contract Performance Forms (CMD Forms 7, 8, 9, and 10) as set forth in CMD Attachment 1, article 1.03.
11. Contractor shall comply with the Non-Discrimination provisions as set forth in Part IV of CMD Attachment 1.

#### 1.15 SUNSHINE ORDINANCE

- A. Contractor acknowledges that the Contract Documents and all records related to their formation, Contractor's performance of Work, and City's payment are subject to the California Public Records Act, (California Government Code §6250 et. seq.), and the San Francisco Sunshine Ordinance, (San Francisco Administrative Code Chapter 67). Such records are subject to public inspection and copying unless exempt from disclosure under federal, state or local law.

#### 1.16 SUBMITTING FALSE CLAIMS; REMEDIES

- A. Pursuant to Article V of Chapter 6 of the San Francisco Administrative Code, any contractor, subcontractor, supplier, consultant or subconsultant who submits a false claim may be subject to monetary penalties, investigation and prosecution and may be declared an irresponsible bidder or an unqualified consultant and debarred as set forth in that Article. A contractor, subcontractor, supplier, consultant or sub consultant will be deemed to have submitted a false claim to the City if the contractor, subcontractor, supplier, consultant or subconsultant: (a) knowingly presents or causes to be presented to an officer or employee of the City a false claim or request for payment or approval; (b) knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by the City; (c) conspires to defraud the City by getting a false claim allowed or paid by the City; (d) knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the City; or (e) is a beneficiary of an inadvertent submission of a false claim to the City, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the City within a reasonable time after discovery of the false claim. **CLEAN CONSTRUCTION**
  - A. Contractor agrees to comply fully with and be bound by the Clean Construction requirements set forth in Section 6.25 of the San Francisco Administrative Code. The provisions of Section 6.25 are incorporated herein by reference and made a part of this Agreement as though fully set forth.
  - B. Contractor may seek waivers from the Clean Construction requirements as set forth in Section 6.25(b)(3) of the Administrative Code.
  - C. By entering into the Agreement, Contractor and City agree that if Contractor uses off-road equipment and/or off-road engines in violation of the Clean Construction requirements set forth in Section 6.25, the City will suffer actual damages that will be impractical or extremely difficult to determine. Accordingly, Contractor and the City agree that Contractor shall pay the City the amount of \$100.00 per day per each piece of off-road equipment and each off-road engine used to complete Work on the Project in violation of the Clean Construction requirements. Such amount shall not be considered a penalty, but rather agreed monetary damages sustained by City because of Contractor's failure to comply with the Clean Construction requirements.

1.18 CONSIDERATION OF CRIMINAL HISTORY IN HIRING AND EMPLOYMENT DECISIONS

- A. Contractor agrees to comply fully with and be bound by all of the provisions of Chapter 12T "City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions," of the San Francisco Administrative Code (Chapter 12T), including the remedies provided, and implementing regulations, as may be amended from time to time. The provisions of Chapter 12T are incorporated by reference and made a part of this Agreement as though fully set forth herein. The text of the Chapter 12T is available on the web at [www.sfgov.org/olse/fco](http://www.sfgov.org/olse/fco). A partial listing of some of Contractor's obligations under Chapter 12T is set forth in this Section. Contractor is required to comply with all of the applicable provisions of 12T, irrespective of the listing of obligations in this Paragraph. Capitalized terms used in this Paragraph and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 12T.
- B. The requirements of Chapter 12T shall only apply to a Contractor's or Subcontractor's operations to the extent those operations are in furtherance of the performance of this Agreement, and shall apply only to applicants and employees who would be or are performing work in furtherance of this Agreement.
- C. Contractor shall incorporate by reference in all subcontracts the provisions of Chapter 12T, and shall require all subcontractors to comply with such provisions. Contractor's failure to comply with the obligations in this subsection shall constitute a material breach of this Agreement.
- D. Contractor or Subcontractor shall not inquire about, require disclosure of, or if such information is received base an Adverse Action on an applicant's or potential applicant for employment, or employee's: (1) Arrest not leading to a Conviction, unless the Arrest is undergoing an active pending criminal investigation or trial that has not yet been resolved; (2) participation in or completion of a diversion or a deferral of judgment program; (3) a Conviction that has been judicially dismissed, expunged, voided, invalidated, or otherwise rendered inoperative; (4) a Conviction or any other adjudication in the juvenile justice system; (5) a Conviction that is more than seven years old, from the date of sentencing; or (6) information pertaining to an offense other than a felony or misdemeanor, such as an infraction.
- E. Contractor or Subcontractor shall not inquire about or require applicants, potential applicants for employment, or employees to disclose on any employment application the facts or details of any conviction history, unresolved arrest, or any matter identified in subparagraph D, above. Contractor or Subcontractor shall not require such disclosure or make such inquiry until either after the first live interview with the person, or after a conditional offer of employment.
- F. Contractor or Subcontractor shall state in all solicitations or advertisements for employees that are reasonably likely to reach persons who are reasonably likely to seek employment to be performed under this Agreement, that the Contractor or Subcontractor will consider for employment qualified applicants with criminal histories in a manner consistent with the requirements of Chapter 12T.
- G. Contractor and Subcontractors shall post the notice prepared by the Office of Labor Standards Enforcement (OLSE), available on OLSE's website, in a conspicuous place at every workplace, job site, or other location under the Contractor or Subcontractor's control at which work is being done or will be done in furtherance of the performance of this Agreement. The notice shall be posted in English, Spanish, Chinese, and any language spoken by at least 5% of the employees at the workplace, job site, or other location at which it is posted.

- H. Contractor understands and agrees that if it fails to comply with the requirements of Chapter 12T, the City shall have the right to pursue any rights or remedies available under Chapter 12T, including but not limited to, a penalty of \$50 for a second violation and \$100 for a subsequent violation for each employee, applicant or other person as to whom a violation occurred or continued, termination or suspension in whole or in part of this Agreement.

END OF SECTION

## DOCUMENT 00 52 00

## AGREEMENT FORM

THIS AGREEMENT made for the convenience of the parties this 24<sup>th</sup> day of December 20 14 by and between Sierra Detention Systems located at 1177 S. 4<sup>th</sup> Ave. Brighton, CO 80601 ("CONTRACTOR"), and the City and County of San Francisco, State of California (the "CITY"), acting through the Director (the "DIRECTOR") of the Department of Public Works, under and by virtue of the Charter and Administrative Code of the City and County of San Francisco.

WHEREAS, the DIRECTOR awarded this AGREEMENT to CONTRACTOR on the 21st day of November, 2014 under Emergency Declared and Contract Awarded Order No. 183138, as more fully appears in the formal record of the DIRECTOR:

Contract No. 2603J

County Jail #1 and #2 Security and Electronic Systems Emergency Declared and Contracts Awarded

NOW, THEREFORE, CONTRACTOR, in consideration of the mutual covenants set forth in this AGREEMENT, promises and agrees to provide all services to construct the Project in accordance with the requirements of the Contract Documents, to perform the Work in good and workmanlike manner to the satisfaction of the DIRECTOR, to prosecute the Work with diligence from day to day to Final Completion, to furnish all construction work, labor and materials to be used in the execution and completion of the Work in accordance with the Contract Documents, and to otherwise fulfill all of CONTRACTOR's obligations under the Contract Documents, as and when required under the Contract Documents to the satisfaction of the DIRECTOR.

CONTRACTOR's execution of this AGREEMENT signifies its acceptance of the Contract Time and Contract Sum as being sufficient for completion of the Work, as well as acceptance of the other terms and conditions of the Contract Documents.

#### ARTICLE 1 - WORK

- 1.01 Contract Documents. CONTRACTOR shall provide all Work according to the Contract Documents, which are incorporated into and made a part of this AGREEMENT by this reference, and all labor and materials used in providing the Work shall comply with the Contract Documents. The Contract Documents, which comprise the entire agreement between CONTRACTOR and the CITY concerning the Provision of the Work.
- 1.02 Contractor's General Responsibilities. CONTRACTOR shall provide on a fully functional, complete and operational Project constructed in accordance with the Contract Documents, including but not limited to, all investigations, analyses, surveys, engineering, procurement, materials, labor, workmanship, construction and erection, commissioning, equipment, shipping, subcontractors, material suppliers, insurance, bonds, taxes, duties, documentation, spare parts, materials for initial operation, security, disposal, startup, testing, training, warranties, guarantees, and all incidentals.

**1.03 Compliance with Laws.**

- A. CONTRACTOR shall keep itself fully informed of and comply with the Charter, ordinances and regulations of the CITY and other local agencies having jurisdiction over the Work, and all federal and state laws and regulations in any manner affecting the Contract Documents, the performance of the Work, or those persons engaged therein.
- B. All construction and materials provided under the Contract Documents shall be in full accordance with the latest laws and requirements, or the same as may be amended, updated or supplemented from time to time, of the Code specified in the Contract Documents, Americans with Disability Act Accessibility Guidelines, CAL-OSHA, the State Division of Industrial Safety of the Department of Industrial Relations, the Division of the State Architect – Access Compliance, the Public Utilities Commission of the State of California, the State Fire Marshal, the National Fire Protection Association, the San Francisco Department of Public Health, state and federal laws and regulations, and of other bodies or officials having jurisdiction or authority over same, and they shall be observed and complied with by CONTRACTOR and any and all persons, firms and corporations employed by or under it.
- C. Authorized persons may at any time enter upon any part of the Work to ascertain whether such laws, ordinances, regulations or orders are being complied with.
- D. No additional costs will be paid or extensions of time granted as a result of such compliance.

**ARTICLE 2 - CONTRACT TIME**

- 2.01 Completion Dates. The Work shall be done by June 30, 2015.
- 2.02 Liquidated Damages. N/A

**ARTICLE 3 – CONTRACT SUM****3.01 Contract Sum.**

- A. CONTRACTOR and the CITY agree that, upon performance and fulfillment of the mutual covenants set forth herein, the CITY will, in the manner provided by law and as set forth in the Contract Documents, pay or cause to be paid to CONTRACTOR the following price(s), as indicated in the Sierra Detention Systems' proposals dated October 1, 2014; December 15, 2014 and December 22, 2014, attached hereto as part of the Scope of Work of the Agreement, Attachment "A" :

Initial Sierra concept designs have been reviewed and approved. The final design documents will be reviewed that include but not limited to diagrams, submittals, details, revised equipment lists. In order to assure a complete documented design going forward. Credits due to expected costs savings from "Value-Engineering" and final clarifications of the initial designs shall revert to the contingency."

Total awarded contract amount: \$914,462.00.



The price(s) and amount set forth above shall be adjusted during performance or upon final completion of the Work in accordance with the Contract Documents.

- B. CONTRACTOR understands and agrees that the CONTRACTOR shall be solely responsible for providing all resources that may be necessary to provide the Work, and that the CITY shall have no obligation whatsoever to finance any part of such costs except with respect to those amounts which become due under the terms and conditions of the Contract Documents.

- 3.02 Certification by Controller. This AGREEMENT is subject to the budget and fiscal provisions of the CITY's Charter. Charges will accrue only after prior written authorization certified by the Controller, and the amount of the CITY's obligation hereunder shall not at any time exceed the amount certified for the purpose and period stated in such advance authorization.

#### ARTICLE 4 – LABOR REQUIREMENTS

- 4.01 Applicable Laws and Agreements. Compensation and working conditions for labor performed or services rendered under this AGREEMENT shall be in accordance with the Contract Documents, the San Francisco Charter, and applicable sections of the San Francisco Administrative Code, including section 6.22(E).
- 4.02 Prevailing Wages. The latest Wage Rates for Private Employment on Public Contracts in the City and County of San Francisco, as determined by the San Francisco Board of Supervisors and the Director of the California Department of Industrial Relations, and, when federal funds are involved, the current General Wage Determination Decisions, as determined by the U.S. Secretary of Labor, as same may be changed during the term of this AGREEMENT, shall be included in this AGREEMENT and are hereby incorporated by this reference. CONTRACTOR agrees that any person performing labor in the provision of the Work shall be paid not less than the highest general prevailing rate of wages as so determined. If federal funds are involved, where the minimum rate of pay for any classification differs among State, City and Federal wage rate determinations, the highest of the three rates of pay shall prevail. CONTRACTOR shall include, in any contract or subcontract relating to the Work, a requirement that all persons performing labor under such contract or subcontract shall be paid not less than the highest prevailing rate of wages for the labor so performed. CONTRACTOR shall require any contractor to provide, and shall deliver to CITY every month during any construction period, certified payroll reports with respect to all persons performing labor in the Provision of the Work.
- A. Copies of the latest prevailing wage rates are on file at the Department of Public Works, City and County of San Francisco, Maurice Williams, Manager, PCS, 1680 Mission Street, 4<sup>th</sup> Floor, San Francisco, CA, 94103 and are also available on the Internet at <http://www.dir.ca.gov/oprl/DPreWageDetermination.htm>
- 4.03 Penalties. CONTRACTOR shall forfeit to the CITY back wages due plus fifty dollars (\$50.00) for:
- A. Each laborer, workman, or mechanic employed in the provision of the Work, for each calendar day or portion thereof during which such laborer, workman, or mechanic is not paid the highest general prevailing rate of wage for the work performed; or
- B. Each laborer, mechanic or artisan employed in the provision of the Work, for each calendar day or portion thereof during which such laborer, mechanic or artisan is compelled or permitted to work for a longer period than five days (Monday-Friday) per calendar week of

eight hours each, and not compensated in accordance with the prevailing overtime standard and rate.

#### ARTICLE 5 – INDEMNITY

- 5.01 To the fullest extent permitted by law, and consistent with California Civil Code section 2782, the CONTRACTOR shall assume the defense of, indemnify and hold harmless the CITY, its boards and commissions, other parties designated in the insurance requirements of this AGREEMENT, attached hereto as Attachment “B”, and all of their officers, agents, members, employees, authorized representatives, or any other persons deemed necessary by any of them acting within the scope of the duties entrusted to them, from all claims, suits, damages, actions, losses and liabilities of every kind, nature and description, including but not limited to attorney's fees, directly or indirectly arising out of, connected with or resulting from the performance or nonperformance of the Work. The liability of CONTRACTOR shall not be limited to the amount of insurance coverages required under the insurance requirements of the AGREEMENT, attached hereto as Attachment “B”. This indemnification shall not be valid in the instance where the loss is caused by the sole negligence or intentional tort of any person indemnified herein.

#### ARTICLE 6 – RIGHTS AND REMEDIES

- 6.01 General. The provisions of the Contract Documents shall not limit the duties, obligations, rights and remedies otherwise imposed or available by law or in equity. No action or failure to act shall in any way abridge the rights and obligations of the Parties to the Contract Documents, or condone a breach thereunder, unless expressly agreed to by the Parties in writing. All remedies provided in the Contract Documents shall be taken and construed as cumulative; that is, in addition to each and every other remedy herein provided, the CITY shall have any and all equitable and legal remedies that it would in any case have.
- 6.02 No Waiver. No waiver of any breach of any provision of the Contract Documents shall be held to be a waiver of any other or subsequent breach. The only waiver by the CITY shall be a waiver in writing that explicitly states the item or right being waived.
- 6.03 City's Remedies for False Claims and Other Violations. The CONTRACTOR or any Subcontractor or Supplier who violates any provision of Chapter 6 of the Administrative Code or who submits a false claim to the CITY may be subject to monetary penalties under Administrative Code Chapter 6, Article V. The Contractor or any Subcontractor or Supplier who engages in willful misconduct compromising its good faith dealings with the City or other public entities may be declared nonresponsive and debarred under Administrative Code Chapter 28.
- A. CONTRACTOR shall include in each subcontract and purchase order for Work a clause incorporating the provisions of this Paragraph 6.03.

#### ARTICLE 7 – RESOLUTION OF CONFLICTING TERMS

- 7.01 The Contract Documents and any other agreements between the Parties relating to the Project are intended to be read together and integrated as a whole, and shall be construed and interpreted in a manner so as to avoid any conflicts to the extent possible. Supplementary provisions in the Contract Documents shall not be deemed to be in conflict. It is expressly agreed by and between CONTRACTOR and the CITY that should there be any conflict between the terms of this AGREEMENT and the Bid of CONTRACTOR, then this AGREEMENT shall control and nothing herein shall be considered as an acceptance of any terms of the Bid which conflict with this

AGREEMENT.

**ARTICLE 8 – GOVERNING LAW AND VENUE**

- 8.01 Governing Law. The Contract Documents shall be interpreted in accordance with the laws of the State of California and the provisions of the CITY's Charter and Administrative Code, including but not limited to Chapter 6 of the San Francisco Administrative Code, which is incorporated by this reference as if set forth herein in full.
- 8.02 Venue. All Claims, counter-claims, disputes and other matters in question between the CITY and CONTRACTOR arising out of or relating to this AGREEMENT or its breach will be decided by a court of competent jurisdiction within the State of California.

**ARTICLE 9 – DISPUTE REVIEW BOARD**

Not applicable.

**ARTICLE 10 – NOTICES TO PARTIES**

- 10.01 Unless otherwise indicated in the Contract Documents, all written communications sent by the Parties may be by U.S. mail, e-mail or by fax, and shall be addressed as follows:

To CITY: Philip M. Thwin  
30 Van Ness Ave. 4th Floor  
San Francisco, CA 94102  
Philip.Thwin@sfdpw.org (415) 558-4518

To CONTRACTOR: Sierra Detention Systems  
1177 S. 4<sup>th</sup> Ave.  
dgurule@sierradetentionsystems.com (303) 656-0681

- 10.02 From time to time, the parties may designate new address information by notice in writing, delivered to the other Party.
- 10.03 The delivery to CONTRACTOR at the legal address listed above, as it may be amended upon written notice, or the depositing in any post office or post office box regularly maintained by the United States Postal Service in a postage paid wrapper directed to CONTRACTOR at such address, of any drawing, notice, letter or other communication shall be deemed legal and sufficient service thereof upon CONTRACTOR.

**ARTICLE 11 – PROPRIETARY OR CONFIDENTIAL INFORMATION OF CITY**

- 11.01 CONTRACTOR understands and agrees that, in the performance of the Work under this AGREEMENT or in contemplation thereof, CONTRACTOR may have access to private or confidential information which may be owned or controlled by CITY and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to CITY. CONTRACTOR agrees that all information disclosed by CITY to CONTRACTOR shall be held in confidence and used only in performance of the AGREEMENT.

CONTRACTOR shall exercise the same standard or care to protect such information as a reasonably prudent contractor would use to protect its own proprietary data.

**ARTICLE 12 – TERMINATION**

12.01 This AGREEMENT and the other Contract Documents shall terminate when all obligations required to be performed by CONTRACTOR and the CITY has been fulfilled, unless sooner terminated.

Executed on January 13, 20 15

(303) 656-0681  
Telephone Number

Sierra Detention Systems  
Name of Firm or Corporation

[Signature]  
(Signed) Bidder or Authorized Representative

COO  
Position in Firm or Corporation

Will apply  
S.F. Business Tax Registration  
Certificate Number

1177 S. 4<sup>th</sup> Ave. Brighton, CO 80601  
Address of Firm or Corporation

Zip Code

766453  
Contractor's California License No.

7/31/2015  
License Expiration Date

IN WITNESS WHEREOF, the CONTRACTOR and the CITY have hereunto set their hands and seals, and have executed this AGREEMENT in duplicate, the day and year first above written.

**CONTRACTOR:**

By my signature hereunder, as CONTRACTOR, I certify that I have read and understand the section captioned MacBride Principles – Northern Ireland including in Section 00 73 73, the CITY's statement urging companies doing business in Northern Ireland to move towards resolving employment inequities, encouraging compliance with the MacBride Principles, and urging San Francisco companies to do business with corporations that abide by the MacBride Principles. Section 00 73 73 Statutory Requirements attached hereto as Attachment C.

I further certify that I am aware of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work of this Contract.

Sierra Detention Systems

Principal

*Talle*

By:

CDO

Title

CITY:

Recommended:

*P. Thwin*

Philip M. Thwin - Project Manager

Approved as to form:  
DENNIS J. HERRERA  
City Attorney

Approved:

By:

*Patrick Rivera*

Patrick Rivera - Division Manager

By:

*Dennis J. Herrera*

Deputy City Attorney

By:

*Fuad Sweiss*

Fuad Sweiss - Deputy Director

By:

*Mohammed Nuru* 1/23/15

Mohammed Nuru - Director

END OF DOCUMENT

**Attachment "A"**

**SCOPE OF WORK** – The scope of work shall include the furnishing of all labor, materials, equipment and services necessary for incidental to the work described in Attachment "A" and shall be performed on a lump sum amount of \$914,462.00

**Attachment "B"**

**Insurance Requirements**

**Attachment "C"**

**Statutory Requirements**

## **Attachment A**

### **Scope of Work**

**2603J – County Jail No. 1 and No. 2 Security and Electronic System**

**Emergency Declared and Contracts Awarded**



1177 s. 4<sup>th</sup> avenue | Brighton, co 80601 | (p) 303.278.6879 | (f) 303.278.6921 | www.sierradetentionsystems.com

---

**Proposal Letter Dated: 12/22/2014**

**To:** Dan Santizo  
San Francisco Sheriff's Dept.  
Facilities Maintenance Manager  
Sheriff Bureau of Building Services  
o. 415 522 8123  
c. 415 310 7820

**Project:** San Francisco County Jail Emergency camera and C Pod repair

**Submittal Date:** 12/22/2014

Along with the previously submitted CJ 1/2 Intercom proposal Sierra also proposes to provide an integrated intercom/camera call-up system. The plan for the camera call-up system is to use the existing Analog cameras being using IP encoders. This will alleviate the need to replace the cameras at this time. Sierra will also be implementing a Genetec VMS in conjunction with a DDN long term storage system. In addition, Sierra will provide a complete retrofit of C-Pod adding an HMI door control system.

Each Pod will have a Work Station and/or Monitor to control the intercom and camera call-ups. C-Pod will have full controls over intercom, cameras and door controls.

Sierra Detention Systems proposes to furnish all labor, materials, engineering, and programming in accordance with plans and specifications based on general security design guidelines.

#### **CLARIFICATIONS**

- Our price is based upon receiving a standard form AIA or other mutually agreeable Subcontract containing mutually agreeable terms and conditions. We reserve the right to withdraw our proposal, without recourse, prejudice or damage to Sierra Detention Systems, in the absence of a mutually agreeable contract.
- Any contractor requiring holes in equipment we supply must provide layout drawings prior to fabrication.
- This scope letter or any subsequent revised scope letter produced by Sierra shall become a part of any contract for this project.
- A Detention Scope Responsibility Matrix maybe provided upon request.
- Pricing is valid for 30 days of proposal dates

#### **Standard Inclusions:**

1. All materials, engineering, programming, coordination, installation, and project management required to complete our scope of work as listed herein.
2. On-Site Supervision and Coordination as required and deemed necessary by Sierra Detention Systems



3. All coordination drawings, shop drawings, engineering drawings, submittal drawings and other supplemental CAD drawings required to complete our scope of work as listed herein and coordinate with other trades.
4. Operation and Maintenance manuals as required by project specifications
5. Required Warranties on all Equipment and Workmanship as dictated by the specifications.
6. Project Specific Wages and Fringes including certified payroll as necessary
7. Woman Owned Business

**Project Specific Inclusions:**

- 2014 California Prevailing wages
- California Tax

**Analog Camera Solution**

- (1) Genetec Software and licensing for 240+ cameras
- (3) CCTV Workstations
- (4) Cisco Catalyst 3560X 24 Port 10G PoE IP Base
- (2) Cisco Catalyst 4500X 16 Port 10G PoE IP Base
- (1) Cisco Catalyst 3560X 48 Port PoE IP Base
- (20) 1000Base-SX SFP transceiver modules
- (1) UPS 20Kva and bypass
- (1) Labor for Encoder connection(s)
- (1) Labor for Programming
- (1) Labor for Project Management

**HMI (Controls)**

- (7) HMI Work Stations with 24" Touch Screen and Monitors for Camera and Intercom controls
- (1) HMI touchscreen controls for 43 Swing and 9 Slider doors (C-Pod)
- (3) 19 inch Rack to support Intercom and Controls equipment
- (3) standalone UPS
- (2) equipment room UPS
- (1) PLC Power Supply
- (1) NEMA Cabinet
- (5) rack mount PS (6Kva)
- (1) HMI Software (InduSoft Software)
- (3) CCTV Workstations with 24" monitors (C-Pod, Central and New Storage Area)
- (2) CCTV 39" Monitors (Central)
- (1) Labor Backplane (rack) build (Panel Shop)
- (1) Labor Programming Test and Commissioning
- (1) Labor Programming PLC
- (1) Labor Programming HMI
- (1) Travel

**Standard Exclusions:**

1. Bond, Fees, permits or other assessments
2. Expedited Materials cost to improve project schedule
3. Performance and Payment Bonds – Add XX% to Contract Amount
4. 3<sup>rd</sup> Party Progress Payment Systems
5. Retainage – which is above and beyond prime contract
6. Project Labor Agreements
7. Liquidated Damages
8. 110v or 220v temporary power, fencing, job site services, trash removal, toilets, drinking water, LEED requirements, or project specific Construction Management Software access costs

9. Hoisting (assumed that General Contractor shall provide at no additional cost to Sierra Detention Systems)
10. Composite clean-up crews
11. Caulking, sealants, security, pick proof, pick resistant, caulking at glazing, caulking of any kind which is not integral to Sierra Detention Systems work
12. Any non-detention grade doors, frames, hardware, or glazing
13. Unload and Distribution of Security Hollow Metal Frames which are installed by others
14. Unload, Distribution, Lay-Out, and Installation of ANY provided embedded items
15. Painting, Patching, or touch-up of damage caused by others
16. Demolition of any kind
17. Hazard Waste handling of any kind
18. Security grills at HVAC ductwork, security wall penetrations, etc.
19. Security Access Panels not shown on Architectural or Security Drawings

**Project Specific Exclusions:**

1. Conduit
2. Wire
3. Encoders and Fiber (to be purchased by owner)

**Base Bid**

Our price for this work is:

*Six Hundred forty Two Thousand Seven  
Hundred Eighty Six and 00/100 Dollars*

**\$542,786.00**

---

Please contact me immediately with any questions or concerns about this proposal.

Sincerely,

**SIERRA DETENTION SYSTEMS**

**Daniel A. Gurule**

**Consultant**

**303.656.0681 - Cell**

**dgurule@sierradetentionsystems.com**



1177 s. 4<sup>th</sup> avenue | brighton, co 80601 | (p) 303.278.6879 | (f) 303.278.6921 | www.sierradetentionsystems.com

**Proposal Letter Dated: 12/15/2014 Revision No. 01**

**To:** Dan Santizo  
San Francisco Sheriff's Dept.  
Facilities Maintenance Manager  
Sheriff Bureau of Building Services  
o. 415 522 8123  
c. 415 319 7820

**Project:** San Bruno (CJ5) Front Gate Project  
1 Moreland Drive  
San Bruno, California 94066

**Scope:**

**Data Direct Networks (DDN) Description**

DDN SFA7700 with (10) 6TB SAS drives for 60TB RAW & 42.87TB capacity in RAID6 (8+2). DDN provides Active/Active RAID Controllers for full redundancy. Installation includes Knowledge Transfer (basic functional instruction). Products and Solutions are covered by DDN's 24 Month Warranty Agreement. Optional support agreement is available per the quote below.

Note: The SFA7700 has built in UPS capability that lasts for up to 7 minutes. The settings will be modified in the DDN GUI upon initial installation.

**IMPORTANT NOTES:** This system may be expanded at any time by up to 300TB by simply adding (50) 6TB SAS drives to existing system. Further expansion may occur by adding (2) SS8460 84 drive slot Enclosures to the existing infrastructure. This provides another 1008TB capacity by simply adding drives when other PODS come online.

**Clarifications**

- Our price is based upon receiving a standard form AIA or other mutually agreeable Subcontract containing mutually agreeable terms and conditions. We reserve the right to withdraw our bid, without recourse, prejudice or damage to Sierra Detention Systems, in the absence of a mutually agreeable subcontract.
- This scope letter or any subsequent revised scope letter produced by Sierra shall become a part of any subcontract for this project.
- A Detention Scope Responsibility Matrix maybe provided upon request.
- Pricing is valid for 30 days

**Standard Inclusions:**

1. California Sales Tax
2. All materials, engineering, programming, coordination, installation, and project management required to complete our scope of work as listed herein.
3. On-Site Supervision and Coordination as required and deemed necessary by Sierra Detention Systems

4. All coordination drawings, shop drawings, engineering drawings, submittal drawings and other supplemental CAD drawings required to complete our scope of work as listed herein and coordinate with other trades.
5. Operation and Maintenance manuals as required by project specifications
6. One year Warranty on all Equipment and Workmanship.
7. Project Specific Wages and Fringes including certified payroll as necessary
8. Woman Owned Business

**Project Specific Inclusions:**

**Storage Equipment**

- (1) SFA7700-8FC8P – SFA7700 Active/Active Redundant Block Appliance with 60 drive slots 8x 8Gb/s FC ports with SFP + Transceivers, 64 Gb memory, dual power-fail protection modules, power cables and rail kit.
- (1) SFA-7K7-OS20 – SFA7700/SFA7700X SFA OS license for each set of up to 20 drives
- (10) H07C0600135NH18 – 6TB 7,200 RPM 8 Gb/s SAS drive module for SS7000 enclosure

**Rack, Cables & Server**

- (2) CR-LC-LC-3 – LC-LC FC cable optical to storage, 3m
- (1) RK42-9900US-R – 42U Rack with 4x PDUs (L6-30) – 9.9 kW Max.
- (1) SERPL-360E8H-2S – 1U Server – 2x2.4GHz Intel E5-2440 (6 core), 2x 300GB SAS, 8 GB, 2x8GBx8 PC3-12800E memory, CPU Riser w/SAS Kit & SAS license, 2x460W PS, Dual port 82Q PCIe FC HBA, rail kit and cable management arm, Raid 1, 200GB Logical Size, 512MB 36in FBWC, Win Server 2012.

**Installation**

- (1) INS-SFA-FCN-2 – Installation only of SFA block storage systems, fully factory configured only, up to 2 enclosures, includes no onsite configuration.

**Optional Support – 3 Years Shown**

- (2) SUP-BSPO-1 – Basic Parts Only Support, storage systems, storage servers, disk drives and accessories, 7 x 24 remote support, parts only, replacement parts onsite NBD, does not include SW support for apps or file systems, annual pricing.

**Optional Capacity Drive Pack – 10 6TB Drives**

- (10) H07C060013NH18 – 6TB 7,200 RPM 6 GB/s SAS drive module for SS7000 enclosure

**Standard Exclusions:**

1. Bond, Fees, permits or other assessments
2. Expedited Materials cost to improve project schedule
3. Performance and Payment Bonds – Add 1.0% to Contract Amount
4. 3<sup>rd</sup> Party Progress Payment Systems
5. Retainage – which is above and beyond prime contract
6. Project Labor Agreements
7. Liquidated Damages
8. 110v or 220v temporary power, fencing, job site services, trash removal, toilets, drinking water, LEED requirements, or project specific Construction Management Software access costs
9. Hoisting (assumed that Owner shall provide at no additional cost to Sierra Detention Systems)
10. Composite clean-up crews
11. Painting, Patching, or touch-up of damage caused by others
12. Hazard Waste handling of any kind
13. Prevailing Wage

**Project Specific Exclusions:**

1. New 110VAC or new 208-240 VAC circuits (proposal assumes using existing power)
2. Conduit and raceways (proposal assumes using existing)
3. Code compliance for existing racks, systems and raceways
4. HVAC system improvement if required for new systems

Option 1 – \$80,542 w/60TB Storage (10 6TB 7,200 RPM 6Gb/s SAS drive module)

Option 2 - \$92,292 w/120TB Storage (20 6TB 7,200 RPM 6Gb/s SAS drive module)  
Option 3 - \$129,544 w/360TB Storage (60 6TB 7,200 RPM 6Gb/s SAS drive module)

Please contact me immediately with any questions or concerns about this proposal.

Sincerely,

**SIERRA DETENTION SYSTEMS**

**Daniel A. Gurule**

**Technical Sales Consultant**

**303.656.0881 - Cell**

**720.881.6848 - Direct**

**Email: [dgurule@sierradetentionsystems.com](mailto:dgurule@sierradetentionsystems.com)**



1177 s. 4<sup>th</sup> avenue | brighton, co 80601 | (p) 303.278.6879 | (f) 303.278.6921 | www.sierradetentionsystems.com

---

**Proposal Letter Dated: 10/01/2014 Revision No. 01**

**To:** Dan Santizo  
San Francisco Sheriff's Dept.  
Facilities Maintenance Manager  
Sheriff Bureau of Building Services  
o. 415 522 8123  
c. 415 310 7820

**Project:** Intercom System Services  
San Francisco, California

**Scope:**

**Digital Intercom & Paging System Upgrade Description**  
**Proposed Functionality:**

- A. Voice communications shall be provided in two forms: Two-way Intercom and One-way Paging with talk back/listen-in capability. There will be approximately 10 origination points for communication throughout the facility, primary locations as shown in "as-built" drawings include:
  - 1. Basement Parking Office - BN08
  - 2. Clothing Exchange - 1N43
  - 3. Post 6 Watch Commander - 1N32
  - 4. Central Control - 1N80
  - 5. Laundry Office - 3S11
  - 6. Kitchen Office - 3S20
  - 7. Master IC - 3N15
  - 8. Officer's Station - 5N82
  - 9. Officer's Station - 5N52
  - 10. Officer's Station - 5N08
  
- B. All location will have one VoIP Telephone Set Master Station that the Corrections Officer(s) uses for communications. The master station connects to the exchange by means of the Inter Exchange Network over Ethernet. The telephone master provides the operator with audio communications, paging and monitoring functions. The master station also provides the means for Master-to-Master communications.
  
- C. The Intercom and Paging systems shall be a digital system controlled by the Digital Communications Controller (DCC). The DCC's are the heart of the system and provide for the processing, control software and configuration data that allow for each exchange to operate independently. The DCC's also provides the means for the system expansion in that they support connectivity for Digital Communication Expanders (DCE) and Talkback

Expanders (TBE). Each DCE can support up to 32 Intercom stations and other audio inputs. Each TBE has eight (8) amplifier outputs channels used to drive paging loudspeakers.

- D. The proposed system shall be comprised of approximately seven (7) networked DCC's, one (1) DCE, thirteen (13) TBE's and other supporting installation apparatus. This equipment will be deployed in a To Be Determined location to provide the best means of connecting to the existing intercom stations and paging speakers located through-out the facility. Sierra will utilize existing enclosures in ICTC-1 location as splice cabinet to extend existing intercom and paging wire to new TBD location.
- E. The existing Intercom Stations located at electronically controlled doors and holding cells throughout the Detention Center will be re-connected to the new digital intercom system. A request to communicate is generated by pressing the call button at the Intercom Station. A voice path to the station from the associated control room is connected when the operator presses the "Accept" or "Answer Next" function key. Some Intercoms shall have cameras associated with them so that when the operator answers the intercom call the associated camera(s) will be automatically displayed on the CCTV call up monitor. Sierra Detention proposes to provide a computer with software installed to communicate to the existing American Dynamics Matrix CCTV system to accomplish automatic camera call-ups. Two way voice communications to the intercom station is controlled by the operator through the Telephone Master Station.
- F. The existing Paging Speakers located throughout the facility will be utilized to facilitate one-way voice communications with talkback/listen functions where required. The operator activates paging by selecting the "Zone Key" this displays the Paging Zone Directory a zone is selected from the page zone list. Pressing the call function on the Intercom Master station will connect the voice path to the speakers. After the page is complete the action is terminated by pressing the "End Call" function key. The speaker volume is controlled by adjusting the output level of the local amplifier as well as a fine adjustment at the speaker by means of transformer tapping.
- G. Sierra will provide a UPS system size appropriate to support a run time transition (10 to 15 minutes) from city to generator power. It is assumed that UPS will be provided by facility emergency power circuit.
- H. Proposed solution is a copper back bone.

**We Acknowledge the Following Documents:**

- The San Francisco construction and as-built drawings provided by SFSD

**CLARIFICATIONS**

- Our price is based upon receiving a standard form AIA or other mutually agreeable Subcontract containing mutually agreeable terms and conditions. We reserve the right to withdraw our bid, without recourse, prejudice or damage to Sierra Detention Systems, in the absence of a mutually agreeable subcontract.
- Any contractor requiring holes in equipment we supply must provide layout drawings prior to fabrication.
- This scope letter or any subsequent revised scope letter produced by Sierra shall become a part of any subcontract for this project.
- Related Sections above are listed for compliance reasons only. No materials specified in these sections are included in this bid.
- A Detention Scope Responsibility Matrix maybe provided upon request.
- Pricing is valid for 30 days

**Standard Inclusions:**

1. All materials, engineering, programming, coordination, installation, and project management required to complete our scope of work as listed herein.

2. On-Site Supervision and Coordination as required and deemed necessary by Sierra Detention Systems
3. All coordination drawings, shop drawings, engineering drawings, submittal drawings and other supplemental CAD drawings required to complete our scope of work as listed herein and coordinate with other trades.
4. Operation and Maintenance manuals as required by project specifications
5. One year Warranty on all Equipment and Workmanship.
6. Project Specific Wages and Fringes Including certified payroll as necessary
7. Woman Owned Business

**Project Specific Inclusions:**

- 10 x Harding IMS-640-1/Telephone Set Master Station (Voip with POE)
- 1 x Harding DCC-S100-0000-E100-MDIP/Digital Communication Controller
- 6 x Harding DCC-S100-3030-E100-MDIP/Digital Communication Controller
- 1 x Harding DCE-S100-3030-E1/Digital Communication Expander
- 13 x Harding TBE-310-1/Talkback Expander, 8 – Channel, 5W/25V Outputs
- 14 x Harding CBL-STN-10-RR/10' Station Interface cable with two 45-degree entry connectors
- 14 x Harding CBL-SWT-10-RR/10' Switch Interface cable with two 45-degree entry connectors
- 13 x Harding CBL-150-10/10' PAB/TAB/TBE interface cable
- 9 x Harding QCB-120-1/Quick Connect Terminal Board – Station
- 14 x Harding QCB-120-2/Quick Connect Terminal Board – Single Switch
- 1 x Harding DXL-SOF-ADM/DXL Administrator Software
- 5 x Harding QCB-120-6/Quick Connect Board – Station, requires QCA-120-X Adaptors
- 5 x Harding QCA-120-1/Quick Connect Adaptor – Quad Channel
- POE Ethernet networking switches as required
- Testing, Commissioning, Training and Programming
- 2 x 19" Electronic Rack Builds each with stand alone UPS
- Demolition of existing Rauland racks
- 1 x Dell Workstation with LED Monitor (Camera Call ups)
- InduSoft Software (Camera Call ups)
- Project Engineering
- Project Manager
- Installation Labor

**Standard Exclusions:**

1. Bond, Fees, permits or other assessments
2. Expedited Materials cost to improve project schedule
3. Performance and Payment Bonds – Add 1.0% to Contract Amount
4. 3<sup>rd</sup> Party Progress Payment Systems
5. Retainage – which is above and beyond prime contract
6. Project Labor Agreements
7. Liquidated Damages
8. 110v or 220v temporary power, fencing, job site services, trash removal, toilets, drinking water, LEED requirements, or project specific Construction Management Software access costs
9. Hoisting (assumed that Owner shall provide at no additional cost to Sierra Detention Systems)
10. Composite clean-up crews
11. Painting, Patching, or touch-up of damage caused by others
12. Hazard Waste handling of any kind

**Project Specific Exclusions:**

1. Sales and use taxes
2. Prevailing Wages
3. New 110VAC circuits (proposal assumes using existing power)
4. Conduit and raceways (proposal assumes using existing)
5. Code compliance for existing racks, systems and raceways



6. HVAC system improvement if required for new systems

**Our price for this work is:**

*One Hundred Seventy Nine Thousand  
Three Hundred Eighty Four Dollars and  
00/100*

**\$179,384.00**

---

Please contact me immediately with any questions or concerns about this proposal.

Sincerely,

**SIERRA DETENTION SYSTEMS**

Daniel A. Gurule

Technical Sales Consultant

303.656.0681 - Cell

720.881.6848 - Direct

Email: [dgurule@sierradetentionsystems.com](mailto:dgurule@sierradetentionsystems.com)

## **Attachment B**

### **Insurance Requirements**

**2603J – County Jail No. 1 and No. 2 Security and Electronic System**

**Emergency Declared and Contracts Awarded**

SECTION 00 73 16

INSURANCE REQUIREMENTS

1.1 SUMMARY

A. This Document includes insurance requirements, which amend Article 11 of the General Conditions.

1.2 CONTRACTOR'S LIABILITY INSURANCE

A. Contractor shall maintain in full force and effect, for the period covered by the Contract, the following liability insurance with the following minimum specified coverages or coverages as required by laws and regulations, whichever is greater:

1. Worker's Compensation in statutory amount, including Employers' Liability coverage with limits not less than \$1,000,000.00 each accident, injury, or illness.
2. Commercial General Liability insurance with limits not less than \$1,000,000.00 each occurrence, and \$2,000,000 general aggregate, combined single limit for bodily injury and property damage, including coverage for Contractual Liability, independent contractors, Explosion, Collapse, and Underground (XCU), Personal Injury, Broadform Property Damage, and completed operations.
3. Commercial Automobile Liability insurance with limits not less than \$1,000,000.00 each occurrence combined single limit for bodily injury and property damage, including owned, hired or non-owned vehicles, as applicable.

1.3 ADDITIONAL COVERAGES

- A. Professional Liability insurance: In the event that Contractor employs professional engineering or land surveyor services for performing field engineering or preparing design calculations, plans and specifications, Contractor shall require the retained engineers and land surveyors to carry professional liability insurance with limits not less than \$1,000,000 each claim with respect to negligent acts, errors, or omissions in connection with professional services to be provided under this Contract.
- B. Environmental Pollution Liability: In the event that Contractor, or its subcontractors, who perform abatement of hazardous or contaminated materials removal shall maintain in force, throughout the term of this Contract, contractor's pollution liability insurance with limits not less than \$1,000,000 each occurrence combined single limit (true occurrence form), including coverages for on-site or off-site third party claims for bodily injury and property damage.

1.4 INSURANCE FOR OTHERS

A. Other parties to be protected by Contractor's liability insurance shall be as follows:

1. City's consultants and/or subconsultants: None.
- A. For general liability, environmental pollution liability and automobile liability insurance, Contractor shall include as additional insured, the City, its board members and commissions, and all authorized agents and representatives, and members, directors, officers, trustees, agents and employees of any of them.
2. Non-City Agencies: None.

**1.5 FORMS OF POLICIES AND OTHER INSURANCE REQUIREMENTS**

- A.** Before commencement of the Work of this Contract, certificates of insurance and policy endorsements in form and with insurers acceptable to the City, evidencing all required insurance and with proper endorsements from Contractor's insurance carrier identifying as additional insureds the parties indicated under Article "Insurance for Others" above, shall be furnished to the City, with complete copies of policies to be furnished to the City promptly upon request. Contractor will be allowed a maximum of 10 working days, after the date on which the Contract is awarded, in which to deliver appropriate bond and insurance certificates and endorsements.
- B.** Approval of the insurance by the City shall not relieve or decrease the extent to which Contractor or subcontractor of any tier may be held responsible for payment of any and all damages resulting from its operations. Contractor shall be responsible for all losses not covered by the policy, excluding damage caused by earthquake and flood consistent with section 7105 of the California Public Contract Code in excess of 5 percent of the Contract Sum, including the deductibles. All policies of insurance and certificates shall be satisfactory to the City.
- C.** The Contractor and its subcontractors shall comply with the provisions of California Labor Code section 3700. Prior to commencing the performance of work, the Contractor and all of its subcontractors shall submit to the awarding department a certificate of insurance against liability for workers compensation or proof of self-insurance in accordance with the provisions of the California Labor Code.
- A.** Liability insurance, with an allowable exception for professional liability insurance, shall be on an occurrence basis, and said insurance shall provide that the coverage afforded thereby shall be primary coverage (and non-contributory to any other existing valid and collectable insurance) to the full limit of liability stated in the declaration, and such insurance shall apply separately to each insured against whom claim is made or suit is brought, but the inclusion of more than one insured shall not operate to increase the insurer's limits of liability.
- D.** Except for professional liability insurance, should any of the required insurance be provided under a form of coverage that includes an annual general aggregate limit or provides that claims investigation or legal defense costs be included in such annual general aggregate limit, such general annual aggregate limit shall be two times the occurrence limits stipulated. City reserves the right to increase any insurance requirement as needed and as appropriate.
- E.** Should any of the required insurance be provided under a claims-made form, Contractor shall maintain such coverage continuously throughout the term of this Contract, and without lapse, for a period 4 years beyond the Contract Final Completion date, to the effect that, should occurrences during the Contract term give rise to claims made after expiration of the Contract, such claims shall be covered by such claims-made policies.
- B.** Each such policy shall be endorsed to provide 30 days advance written notice to the City of reduction or non-renewal of coverages or cancellation of coverages for any reason. All notices shall be made to:
- Manager, Contract Administration  
Division City and County of San  
Francisco 875 Stevenson Street, Room  
420 San Francisco, CA 94103.
- F.** All policies shall be endorsed to provide waivers of subrogation against City.

- I. Contractor, upon notification of receipt by the City of any such notice, shall file with the City a certificate of the required new or renewed policy at least 10 days before the effective date of such cancellation, change or expiration, with a complete copy of the new or renewed policy.
- J. If, at any time during the life of this Contract, Contractor fails to maintain any item of the required insurance in full force and effect, all Work of this Contract may, at City's sole option, be discontinued immediately, and all Contract payments due or that become due will be withheld, until notice is received by the City as provided in the immediately preceding Subparagraph "H" that such insurance has been restored to full force and effect and that the premiums therefor have been paid for a period satisfactory to the City.
- K. Any failure to maintain any item of the required insurance may, at City's sole option, be sufficient cause for termination for default of this Contract.

#### 1.6 QUALIFICATIONS

- A. Insurance companies shall be legally authorized to engage in the business of furnishing insurance in the State of California. All insurance companies shall have a current A.M. Best Rating not less than "A-VIII" and shall be satisfactory to the City.

END OF SECTION

**Attachment C**

**Section 00 73.73**

**STATUTORY REQUIREMENTS**

**2603J – County Jail No. 1 and No. 2 Security and Electronic System**

**Emergency Declared and Contracts Awarded**

# ATTACHMENT C

## SECTION 00 73 73

### STATUTORY REQUIREMENTS

#### 1.1 GENERAL

- A. All requirements in this Section are incidental work, unless specified otherwise.
- B. Contractor shall be solely responsible and fully liable for any and all failures to comply with the requirements specified herein, and shall unconditionally and fully indemnify the City for any damages resulting therefrom. If Contractor fails to comply with the requirements specified herein, or fails to promptly take all required remedial actions to the City's satisfaction, the City may withhold progress payments to Contractor until satisfactory compliance has been accomplished and/or may assess statutory liquidated damages or penalties, as applicable.
- C. The full text of the City Requirements provided below are incorporated by reference in the Contract Documents, and are available at [http://www.amlegal.com/nxt/gateway.dll?f=templates&fn=default.htm&vid=amlegal:sanfrancisco\\_ca](http://www.amlegal.com/nxt/gateway.dll?f=templates&fn=default.htm&vid=amlegal:sanfrancisco_ca)

#### 1.2 CONFLICT OF INTEREST

- A. By executing the Agreement (Section 00 52 00), Contractor certifies that it does not know of any fact which constitutes a violation of Section 15.103 of the City's Charter; Article III, Chapter 2 of City's Campaign and Governmental Conduct Code; or Section 87100 *et seq.* or Section 1090 *et seq.* of the California Government Code of the State of California; and further agrees promptly to notify the City if it becomes aware of any such fact during the term of this Contract. All requirements in this Section are incidental work, unless specified otherwise.

#### 1.3 NONDISCRIMINATION REQUIREMENTS

- A. **Incorporation of Administrative Code Chapters 12B and 12C.** The provisions of Chapters 12B and 12C of the San Francisco Administrative Code are incorporated herein by this reference. Contractor shall comply with any and all of the provisions that apply to this Agreement under such Chapters, and be bound by the remedies provided in such Chapters. Contractor shall incorporate by reference in all subcontracts the provisions of §§12B.2(a), 12B.2(c)-(k), and 12C.3 of the San Francisco Administrative Code and shall require all subcontractors to comply with such provisions.
- B. **Nondiscrimination in the Provision of Employee Benefits.** Contractor does not as of the date of this Agreement, and will not during the term of this Agreement, in any of its operations in San Francisco, on real property owned by San Francisco, or where Work is being performed for the City elsewhere in the United States, discriminate in the provision of employee benefits between employees with domestic partners and employees with spouses and/or between the domestic partners and spouses of such employees, subject to the conditions set forth in San Francisco Administrative Code §12B.2.
- C. **Title VI Requirements.** During the performance of this Contract, the Contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

- (1) **Compliance with Regulations:** The Contractor shall comply with the Regulation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, and the Federal Highway Administration (hereinafter "FHWA") Title 23, Code of Federal Regulations, Part 200 as they may be amended from time to time, (hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this Contract.
- (2) **Nondiscrimination:** The Contractor, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin, sex, age, and disability/handicap and low income in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR, section 21.5 of the Regulations, including employment practices when the Contract covers a program set forth in Appendix B of the Regulations.
- (3) **Solicitations for Subcontractors, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin, sex, age, and disability/handicap and low income.
- (4) **Information and Reports:** The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City and County of San Francisco ("City") or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to the City, or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Contract, the City shall impose such Contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
  - (a) withholding of payments to the Contractor under the Contract until the Contractor complies, and/or
  - (b) cancellation, termination or suspension of the Contract, in whole or in part.
- (6) **Incorporation of Provisions:** The Contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the City or the FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance, provided, however, that, in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the City to enter into such litigation to protect the interests of the City, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.



**1.4. REQUIRING MINIMUM COMPENSATION FOR COVERED EMPLOYEES**

- A. Contractor shall pay covered employees no less than the minimum compensation required by San Francisco's Minimum Compensation Ordinance (MCO), and shall otherwise comply with the MCO as set forth in San Francisco Administrative Code Chapter 12P (Chapter 12P). The provisions of Chapter 12P, including but not limited to the penalties for noncompliance provided therein, are incorporated herein by this reference, and made part of this Agreement as though fully set forth herein:

**1.5. REQUIRING HEALTH BENEFITS FOR COVERED EMPLOYEES**

- A. Contractor shall choose and perform one of the Health Care Accountability options set forth in Section 12Q.3 of the Health Care Accountability Ordinance (HCAO), and shall otherwise comply with the HCAO as set forth in San Francisco Administrative Code Chapter 12Q. The provisions of Chapter 12Q, including but not limited to the penalties for noncompliance provided therein, are incorporated herein by this reference, and made part of this Agreement as though fully set forth herein.

**1.6. MACBRIDE PRINCIPLES - NORTHERN IRELAND**

- A. The provisions of San Francisco Administrative Code §12F are incorporated herein by this reference and made part of this Agreement as though fully set forth. By signing this Agreement, Contractor confirms that Contractor has read and understood that the City urges companies doing business in Northern Ireland to resolve employment inequities and to abide by the MacBride Principles, and urges San Francisco companies to do business with corporations that abide by the MacBride.

**1.7. PROHIBITION ON USE OF PUBLIC FUNDS FOR POLITICAL ACTIVITY**

- A. In performing the Work, Contractor shall comply with San Francisco Administrative Code Chapter 12.G, which prohibits funds appropriated by the City for this Agreement from being expended to participate in, support, or attempt to influence any political campaign for a candidate or for a ballot measure. The provisions of Chapter 12.G, including but not limited to the penalties for noncompliance provided therein are incorporated by reference and made a part of this Agreement as though fully set forth herein.

**1.8. LIMITATIONS ON CONTRIBUTIONS**

- A. By executing the Agreement (Section 00 52 00), Contractor acknowledges that it is familiar with section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with the City 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) an individual holding a City elective office if the contract must be approved by the individual, a board on which that individual serves, or the board of a state agency on which an appointee of that individual serves, (2) a candidate for the office held by such individual, or (3) a committee controlled by such individual, 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. 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. Contractor must inform each such person of the limitation on contributions imposed by Section 1.126 and provide the names of the persons required to be informed to City.

**1.9 NONDISCLOSURE OF PRIVATE, PROPRIETARY OR CONFIDENTIAL INFORMATION**

- A. If the Contract Documents require City to disclose "Private Information" to Contractor within the meaning of San Francisco Administrative Code Chapter 12M, Contractor shall use such information only in accordance with the restrictions stated in this Agreement and as necessary in performing the Services. The provisions of Chapter 12M, including but not limited to the penalties for noncompliance provided therein, are incorporated herein by this reference, and made part of this Agreement as though fully set forth herein.
- B. In the performance of Work, Contractor may have access to City's proprietary or confidential information, the disclosure of which to third parties may damage City. If City discloses proprietary or confidential information to Contractor, such information must be held by Contractor in confidence and used only in performing the Agreement. Contractor shall exercise the same standard of care to protect such information as a reasonably prudent contractor would use to protect its own proprietary or confidential information.

**1.10 UNFAIR BUSINESS PRACTICES CLAIMS; ASSIGNMENT TO AWARDDING BODY**

- A. Under Public Contract Code section 7103.5, Contractor and its Subcontractors shall conform to the following requirements:
  - 1. In entering into the Agreement or subcontract to supply goods, services, or materials under this Agreement, Contractor or its Subcontractors offer and agree to assign the City all rights, title, and interest in and to all causes of action they may have under section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (chapter 2, commencing with section 16700, of part 2 of division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to the Agreement or subcontract.
  - 2. The assignment shall be made and become effective at the time the City tenders Final Payment to Contractor, without further acknowledgement by the Parties.
  - 3. Contractor shall include the provisions of this Article in its subcontracts and purchase agreements to supply goods, services, or materials pursuant to the Agreement.

**1.11 TROPICAL HARDWOOD AND VIRGIN REDWOOD PRODUCTS BAN**

- A. Except as expressly permitted by the application of Sections 802(b) and 803(b) of the San Francisco Environment Code, Contractor shall not provide any items to the City in performance of this contract which are tropical hardwoods, tropical hardwood wood products, virgin redwood or virgin redwood wood products. The City urges Contractor not to import, purchase, obtain, or use for any purpose, any tropical hardwood, tropical hardwood product, virgin redwood or virgin redwood wood product.

**1.12 PRESERVATIVE-TREATED WOOD CONTAINING ARSENIC**

- A. Contractor may not purchase preservative-treated wood products containing arsenic in the performance of this Agreement unless an exemption from the requirements of Chapter 13 of the San Francisco Environment Code is obtained from the Department of the Environment under Section 1304 of the Code. The term "preservative-treated wood containing arsenic" shall mean wood treated with a preservative that contains arsenic, elemental arsenic, or an arsenic copper combination, including, but not limited to, chromated copper arsenate preservative, ammoniacal copper zinc arsenate preservative, or ammoniacal copper arsenate preservative. Contractor may purchase preservative-treated wood products on the list of environmentally preferable alternatives prepared and adopted by the Department of the Environment. This provision does not preclude Contractor from purchasing preservative-treated wood containing arsenic for saltwater immersion. The term "saltwater immersion" shall mean a pressure-treated wood that is used for construction purposes or facilities that are partially or totally immersed in saltwater.

**1.13 FOOD SERVICE WASTE REDUCTION REQUIREMENTS**

- A. Contractor shall comply with the Food Service Waste Reduction Ordinance, as set forth in San Francisco Environment Code Chapter 16, including but not limited to the remedies for noncompliance provided therein. The provisions of Chapter 16 are incorporated herein by reference and made a part of this Agreement as though fully set forth herein.

**1.14 LOCAL BUSINESS ENTERPRISE AND NON-DISCRIMINATION IN CONTRACTING REQUIREMENTS**

- A. Pursuant to chapter 14B of the San Francisco Administrative Code the following requirements are made part of the Contract:
1. Chapters 12B and 14B of the San Francisco Administrative Code, their implementing Rules and Regulations, and CMD Attachment 1 – Requirements for Construction Contracts, are incorporated by reference herein as though fully set forth. These documents are available to be viewed and downloaded on the Contract Monitoring Division's website: <http://sfgsa.org/index.aspx?page=5333> Alternatively, contact the CMD Contract Compliance Officer assigned to this Contract for assistance in obtaining any of these documents.
  2. The willful failure of Contractor or its subcontractors to comply with any of the requirements of chapter 14B or to comply with the level of LBE subcontractor participation specified herein shall be deemed a material breach of contract.
  3. In the event that the Director of Contract Monitoring Division finds that Contractor or any of its subcontractors willfully fails to comply with any of the provisions of Chapter 14B, rules and regulations implementing Chapter 14B, or Contract provisions pertaining to LBE participation, Contractor or its subcontractor shall be liable for liquidated damages as specified in CMD Attachment 1, article 1.05 "Noncompliance and Sanctions," which shall be payable to the City upon demand and may be set off against moneys due to Contractor or its subcontractor for any contract with the City. Contractor agrees that progress payments shall be withheld, and Contractor's liability for liquidated damages assessed will be subject to the collection procedures specified in CMD Attachment 1, article 1.05 "Noncompliance and Sanctions."
  4. Contractor shall maintain, and shall require its subcontractors to maintain, records including such information requested by CMD necessary for monitoring their compliance with Chapter 14B. Such records shall be maintained for 3 years after the date of Final Completion.
  5. During the term of the Contract, Contractor shall fulfill its LBE participation commitments submitted with its Bid. In the event that Contractor must request a substitution of an LBE subcontractor under Public Contract Code section 4107, Contractor shall make a good faith effort to retain a replacement who is also a certified LBE. For a substitution of a non-LBE subcontractor, Contractor agrees to make a good faith effort to retain an LBE as the replacement subcontractor.
  6. Contractor shall compensate a LBE subcontractor if Contractor does not fulfill its commitment during the term of the Contract to utilize the LBE subcontractor. Contractor shall include a contract provision in all LBE subcontracts requiring Contractor to compensate a LBE subcontractor if Contractor fails to comply with its commitment to utilize LBE subcontractors. The foregoing provisions shall be enforceable in a court of competent jurisdiction.
  7. Whenever Change Orders are made which cumulatively increase the Contract Sum by more than 20 percent, Contractor shall comply with all LBE subcontracting provisions of this Contract with respect to the Change Order.
  8. Back-contracting to Contractor or lower-tier subcontracting for any purpose inconsistent with the provisions of Chapter 14B, rules and regulations implementing Chapter 14B, or Contract provisions pertaining to LBE participation shall be prohibited.

9. Contractor shall pay its subcontractors within 3 working days after receiving payment from the City unless Contractor notifies the Director of the CMD in writing prior to receiving payment from the City that there is a bona fide dispute between Contractor and the subcontractor. The Director of the CMD may, upon making a determination that a bona fide dispute exists between Contractor and the subcontractor, waive this 3-day payment requirement.
10. Contractor shall submit CMD Contract Performance Forms (CMD Forms 7, 8, 9, and 10) as set forth in CMD Attachment 1, article 1.03.
11. Contractor shall comply with the Non-Discrimination provisions as set forth in Part IV of CMD Attachment 1.

#### 1.15 SUNSHINE ORDINANCE

- A. Contractor acknowledges that the Contract Documents and all records related to their formation, Contractor's performance of Work, and City's payment are subject to the California Public Records Act, (California Government Code §§250 et. seq.), and the San Francisco Sunshine Ordinance, (San Francisco Administrative Code Chapter 67). Such records are subject to public inspection and copying unless exempt from disclosure under federal, state or local law.

#### 1.16 SUBMITTING FALSE CLAIMS; REMEDIES



- A. Pursuant to Article V of Chapter 6 of the San Francisco Administrative Code, any contractor, subcontractor, supplier, consultant or subconsultant who submits a false claim may be subject to monetary penalties, investigation and prosecution and may be declared an irresponsible bidder or an unqualified consultant and debarred as set forth in that Article. A contractor, subcontractor, supplier, consultant or sub consultant will be deemed to have submitted a false claim to the City if the contractor, subcontractor, supplier, consultant or subconsultant: (a) knowingly presents or causes to be presented to an officer or employee of the City a false claim or request for payment or approval; (b) knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by the City; (c) conspires to defraud the City by getting a false claim allowed or paid by the City; (d) knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the City; or (e) is a beneficiary of an inadvertent submission of a false claim to the City, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the City within a reasonable time after discovery of the false claim.**CLEAN CONSTRUCTION**
- A. Contractor agrees to comply fully with and be bound by the Clean Construction requirements set forth in Section 6.25 of the San Francisco Administrative Code. The provisions of Section 6.25 are incorporated herein by reference and made a part of this Agreement as though fully set forth.
- B. Contractor may seek waivers from the Clean Construction requirements as set forth in Section 6.25(b)(3) of the Administrative Code.
- C. By entering into the Agreement, Contractor and City agree that if Contractor uses off-road equipment and/or off-road engines in violation of the Clean Construction requirements set forth in Section 6.25, the City will suffer actual damages that will be impractical or extremely difficult to determine. Accordingly, Contractor and the City agree that Contractor shall pay the City the amount of \$100.00 per day per each piece of off-road equipment and each off-road engine used to complete Work on the Project in violation of the Clean Construction requirements. Such amount shall not be considered a penalty, but rather agreed monetary damages sustained by City because of Contractor's failure to comply with the Clean Construction requirements.

**1.18 CONSIDERATION OF CRIMINAL HISTORY IN HIRING AND EMPLOYMENT DECISIONS**

- A. Contractor agrees to comply fully with and be bound by all of the provisions of Chapter 12T "City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions," of the San Francisco Administrative Code (Chapter 12T), including the remedies provided, and implementing regulations, as may be amended from time to time. The provisions of Chapter 12T are incorporated by reference and made a part of this Agreement as though fully set forth herein. The text of the Chapter 12T is available on the web at [www.sfgov.org/olse/ico](http://www.sfgov.org/olse/ico). A partial listing of some of Contractor's obligations under Chapter 12T is set forth in this Section. Contractor is required to comply with all of the applicable provisions of 12T, irrespective of the listing of obligations in this Paragraph. Capitalized terms used in this Paragraph and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 12T.**
- B. The requirements of Chapter 12T shall only apply to a Contractor's or Subcontractor's operations to the extent those operations are in furtherance of the performance of this Agreement, and shall apply only to applicants and employees who would be or are performing work in furtherance of this Agreement.**
- C. Contractor shall incorporate by reference in all subcontracts the provisions of Chapter 12T, and shall require all subcontractors to comply with such provisions. Contractor's failure to comply with the obligations in this subsection shall constitute a material breach of this Agreement.**
- D. Contractor or Subcontractor shall not inquire about, require disclosure of, or if such information is received base an Adverse Action on an applicant's or potential applicant for employment, or employee's: (1) Arrest not leading to a Conviction, unless the Arrest is undergoing an active pending criminal investigation or trial that has not yet been resolved; (2) participation in or completion of a diversion or a deferral of judgment program; (3) a Conviction that has been judicially dismissed, expunged, voided, invalidated, or otherwise rendered inoperative; (4) a Conviction or any other adjudication in the juvenile justice system; (5) a Conviction that is more than seven years old, from the date of sentencing; or (6) information pertaining to an offense other than a felony or misdemeanor, such as an infraction.**
- E. Contractor or Subcontractor shall not inquire about or require applicants, potential applicants for employment, or employees to disclose on any employment application the facts or details of any conviction history, unresolved arrest, or any matter identified in subparagraph D, above. Contractor or Subcontractor shall not require such disclosure or make such inquiry until either after the first live interview with the person, or after a conditional offer of employment.**
- F. Contractor or Subcontractor shall state in all solicitations or advertisements for employees that are reasonably likely to reach persons who are reasonably likely to seek employment to be performed under this Agreement, that the Contractor or Subcontractor will consider for employment qualified applicants with criminal histories in a manner consistent with the requirements of Chapter 12T.**
- G. Contractor and Subcontractors shall post the notice prepared by the Office of Labor Standards Enforcement (OLSE), available on OLSE's website, in a conspicuous place at every workplace, job site, or other location under the Contractor or Subcontractor's control at which work is being done or will be done in furtherance of the performance of this Agreement. The notice shall be posted in English, Spanish, Chinese, and any language spoken by at least 5% of the employees at the workplace, job site, or other location at which it is posted.**

- H. Contractor understands and agrees that if it fails to comply with the requirements of Chapter 12T, the City shall have the right to pursue any rights or remedies available under Chapter 12T, including but not limited to, a penalty of \$50 for a second violation and \$100 for a subsequent violation for each employee, applicant or other person as to whom a violation occurred or continued, termination or suspension in whole or in part of this Agreement.

END OF SECTION

 <p><b>City and County of San Francisco</b></p>		(415) 554-8200 FAX (415) 554-8218 http://sfdpw.org
<p><b>Department of Public Works</b>  <b>INFRASTRUCTURE DESIGN CON</b></p>		
<p><b>Contract Change Order Request</b></p>		

**Contract Data**








<b>Project:</b>	County Jails #1 and #2 Security and Electronic Sy...	<b>Change Order No:</b>	1
<b>Date:</b>	11/20/14	<b>Document No:</b>	ECE15106
<b>Contract Type:</b>	Construction	<b>Contract Sub Type:</b>	Emergency
<b>Responsible Bureau:</b>	INFRASTRUCTURE DESIGN CON	<b>Contract Manager:</b>	Sung Kim
<b>Client:</b>	SHERIFF	<b>Client Contact:</b>	Dan Santizo
<b>Client Location</b>	425 7th St. San Francisco CA		

**Contractor Information**

<b>Contractor:</b>	Sierra Detention Systems	<b>Vendor Code:</b>	95373
<b>Address:</b>	1177 South 4th Ave	<b>Telephone:</b>	720-881-6745
	Brighton CO 80601	<b>Email:</b>	

**Award/CO Data**

<b>DPW Order Award:</b>	183138	<b>NTP Date:</b>	11/20/14	<b>Job Orders:</b>	2603J
<b>Award Date:</b>	11/20/14	<b>Rev. Completion Date:</b>	06/28/15		2603J
<b>Amount:</b>	<b>Original Contract</b>	<b>This CO</b>	<b>Previous COs</b>	<b>Total COs</b>	<b>Revised Contract</b>
	\$914,462.00	\$41,985.00	\$0.00	41,985.00	\$956,447.00
<b>Duration/Extension:</b>	221	45	0	45	266
<b>Subst. Completion Date:</b>	06/28/15				08/12/15
<b>CO Description:</b>	Additional work at Client's request.				
<b>CO Notes:</b>					

-  **Valid signature - Signed by Ko, Albert J**  
 Tuesday, July 21, 2015 4:14:34 PM
-  **Valid signature - Signed by Thwin, Philip**  
 Tuesday, July 21, 2015 4:17:51 PM
-  **Valid signature - Signed by David Booker**  
 Friday, July 24, 2015 10:30:52 AM
-  **Valid signature - Signed by Ko, Albert J**  
 Monday, July 27, 2015 1:15:43 PM
-  **Valid signature - Signed by Laue, Julia**  
 Monday, August 03, 2015 5:53:31 PM
-  **Valid signature - Signed by Laue, Julia**  
 Tuesday, August 04, 2015 2:48:59 PM
-  **Valid signature - Signed by Nuru, Mohammed**  
 Monday, August 10, 2015 2:49:25 PM

**FORM SFEC-126:**  
**NOTIFICATION OF CONTRACT APPROVAL**  
 (S.F. Campaign and Governmental Conduct Code § 1.126)

<b>City Elective Officer Information</b> <i>(Please print clearly.)</i>	
Name of City elective officer(s): Members, Board of Supervisors	City elective office(s) held: Members, Board of Supervisors
<b>Contractor Information</b> <i>(Please print clearly.)</i>	
Name of contractor: Alta Consulting Services	
<i>Please list the names of (1) members of the contractor's board of directors; (2) the contractor's chief executive officer, chief financial officer and chief operating officer; (3) any person who has an ownership of 20 percent or more in the contractor; (4) any subcontractor listed in the bid or contract; and (5) any political committee sponsored or controlled by the contractor. Use additional pages as necessary.</i>	
See attached.	
Contractor address:  Alta Consulting Services 2107 N. First Street, Ste 4 70 San Jose, CA 95131	
Date that contract was approved: <i>(By the SF Board of Supervisors)</i>	Amount of contracts: \$93,963
Describe the nature of the contract that was approved:  Public Works has executed a contract with Alta Consulting Service for \$93,963 for planning, design review and construction monitoring services for the security system repair at County Jails Number One and Two.	
Comments:	

This contract was approved by (check applicable):

the City elective officer(s) identified on this form

a board on which the City elective officer(s) serves: San Francisco Board of Supervisors  
Print Name of Board

the board of a state agency (Health Authority, Housing Authority Commission, Industrial Development Authority Board, Parking Authority, Redevelopment Agency Commission, Relocation Appeals Board, Treasure Island Development Authority) on which an appointee of the City elective officer(s) identified on this form sits

Print Name of Board

<b>Filer Information</b> <i>(Please print clearly.)</i>	
Name of filer: Angela Calvillo, Clerk of the Board	Contact telephone number: (415) 554-5184
Address: City Hall, Room 244, 1 Dr. Carlton B. Goodlett Pl., San Francisco, CA 94102	E-mail: Board.of.Supervisors@sfgov.org

\_\_\_\_\_  
 Signature of City Elective Officer (if submitted by City elective officer)

\_\_\_\_\_  
 Date Signed

\_\_\_\_\_  
 Signature of Board Secretary or Clerk (if submitted by Board Secretary or Clerk)

\_\_\_\_\_  
 Date Signed



**FORM SFEC-126:**  
**NOTIFICATION OF CONTRACT APPROVAL**  
(S.F. Campaign and Governmental Conduct Code § 1.126)  
**[Page 2 - Additional Information]**

*Please list the names of:*

*(1) members of the contractor's board of directors:*

John Deal, CEO, CFO and COO  
Cyrus M. Humphreys III, Senior Vice President of Engineering Services  
S. Sue Larsen

*(2) the contractor's chief executive officer, chief financial officer and chief operating officer:*

John Deal, CEO, CFO and COO

*(3) any person who has an ownership of 20 percent or more in the contractor:*

John Deal, CEO, CFO and COO  
Cyrus M. Humphreys III, Senior Vice President of Engineering Services

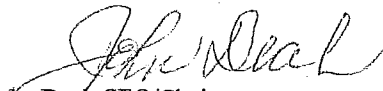
*(4) any subcontractor listed in the bid or contract:*

N/A

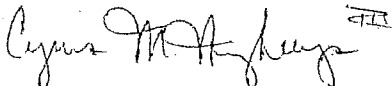
*(5) any political committee sponsored or controlled by the contractor:*

N/A

For Alta Consulting Services, Inc. (ACSI)

  
John Deal, CEO/Chairman

For Alta Consulting Services, Inc. (ACSI)

  
Cyrus M. Humphreys III, Sr. VP of Engineering Services,  
Secretary of Corporation

**FORM SFEC-126:**  
**NOTIFICATION OF CONTRACT APPROVAL**  
 (S.F. Campaign and Governmental Conduct Code § 1.126)

<b>City Elective Officer Information</b> <i>(Please print clearly.)</i>	
Name of City elective officer(s): Members, Board of Supervisors	City elective office(s) held: Members, Board of Supervisors
<b>Contractor Information</b> <i>(Please print clearly.)</i>	
Name of contractor: Siemens Industry, Inc.	
<i>Please list the names of (1) members of the contractor's board of directors; (2) the contractor's chief executive officer, chief financial officer and chief operating officer; (3) any person who has an ownership of 20 percent or more in the contractor; (4) any subcontractor listed in the bid or contract; and (5) any political committee sponsored or controlled by the contractor. Use additional pages as necessary.</i>	
See attached	
Contractor address: Siemens Industry, Inc. 25821 Industrial Blvd., Ste 300 Hayward, CA 94545	
Date that contract was approved: <i>(By the SF Board of Supervisors)</i>	Amount of contract: \$956,447
Describe the nature of the contract that was approved:  Public Works has executed a contract for \$65,637 with Siemens Industry, Inc. for support services including technical field assessments related to the repair of the security system at County Jails Number One and Two.	
Comments:	

This contract was approved by (check applicable):

the City elective officer(s) identified on this form

a board on which the City elective officer(s) serves: San Francisco Board of Supervisors  
Print Name of Board

the board of a state agency (Health Authority, Housing Authority Commission, Industrial Development Authority Board, Parking Authority, Redevelopment Agency Commission, Relocation Appeals Board, Treasure Island Development Authority) on which an appointee of the City elective officer(s) identified on this form sits

Print Name of Board

<b>Filer Information</b> <i>(Please print clearly.)</i>	
Name of filer: Angela Calvillo, Clerk of the Board	Contact telephone number: ( 415 ) 554-5184
Address: City Hall, Room 244, 1 Dr. Carlton B. Goodlett Pl., San Francisco, CA 94102	E-mail: Board.of.Supervisors@sfgov.org

\_\_\_\_\_  
Signature of City Elective Officer (if submitted by City elective officer)

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Signature of Board Secretary or Clerk (if submitted by Board Secretary or Clerk)

\_\_\_\_\_  
Date Signed

**FORM SFEC-126:**  
**NOTIFICATION OF CONTRACT APPROVAL**  
(S.F. Campaign and Governmental Conduct Code § 1.126)  
**[Page 2 - Additional Information]**

*Please list the names of:*

(1) *members of the contractor's board of directors: N/A*

(2) *the contractor's chief executive officer, chief financial officer and chief operating officer:*  
Dave Hopping - BT President  
Anton Duval - Vice President, Finance and Business Administration

(3) *any person who has an ownership of 20 percent or more in the contractor: N/A*

(4) *any subcontractor listed in the bid or contract: N/A*

(5) *any political committee sponsored or controlled by the contractor: N/A*

