

File No. 170825

Committee Item No. 2
Board Item No. 8

COMMITTEE/BOARD OF SUPERVISORS
AGENDA PACKET CONTENTS LIST

Committee: Budget & Finance Committee
Board of Supervisors Meeting

Date September 7, 2017
Date September 19, 2017

Cmte Board

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| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Budget and Legislative Analyst Report |
| <input type="checkbox"/> | <input type="checkbox"/> | Youth Commission Report |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Introduction Form |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Department/Agency Cover Letter and/or Report |
| <input type="checkbox"/> | <input type="checkbox"/> | MOU |
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| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Form 126 – Ethics Commission |
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Completed by: Linda Wong Date September 1, 2017
Completed by: Linda Wong Date September 11, 2017

1 [Professional Service Agreement - Associated Right of Way Services, Inc. - Relocation
2 Services - Not to Exceed \$1,250,000]

3 **Resolution approving a Professional Services Contract for relocation services between**
4 **Treasure Island Development Authority and Associated Right of Way Services, Inc., for**
5 **a five year term to commence following Board approval through June 30, 2022, and two**
6 **two-year options to extend, for an amount not to exceed \$1,250,000 over the initial five**
7 **year term.**

8
9 WHEREAS, Naval Station Treasure Island is a military base located on Treasure Island
10 and Yerba Buena Island (together, the "Base"), was selected for closure and disposition by
11 the Base Realignment and Closure Commission in 1993, acting under Public Law 101-510,
12 and its subsequent amendments and is currently in the process of ownership transfer from the
13 United States Navy to the Treasure Island Development Authority; and

14 WHEREAS, On May 2, 1997, the Board of Supervisors (BOS) passed Resolution
15 No. 380-97, authorizing the Mayor's Treasure Island Project Office to establish a nonprofit
16 public benefit corporation known as the Treasure Island Development Authority (the
17 "Authority") to act as a single entity focused on the planning, redevelopment, reconstruction,
18 rehabilitation, reuse and conversion of the Base for the public interest, convenience, welfare
19 and common benefit of the inhabitants of the City and County of San Francisco; and

20 WHEREAS, In early 2000, the Authority initiated a master developer selection process,
21 culminating in the selection of Treasure Island Community Development, LLC (the "Master
22 Developer") whose Development Plan and Term Sheet for the Redevelopment of Naval
23 Station Treasure Island was endorsed by the BOS in December 2006 and updates were
24 endorsed and refined in April 2010; and

1 WHEREAS, On June 7, 2011, the BOS voted 11-0 on various pieces of legislation
2 authorizing the Treasure Island/Yerba Buena Island Development Project (the "Project"),
3 including a Disposition and Development Agreement (the "DDA"); and

4 WHEREAS, The Project contains four primary components of the land use plan to be
5 (i) residential, (ii) open space and recreation, (iii) commercial and adaptive reuse, and (iv)
6 community and public facilities; and

7 WHEREAS, The Project includes a specific component to build up to approximately
8 8,000 residential units of which approximately 2,173 are intended to be developed as
9 affordable housing to a variety of income levels; and

10 WHEREAS, The DDA contains a Housing Plan which, amongst other matters, granted
11 certain housing opportunities and benefits as part of the Project to residents of affordable and
12 market units on the island; and

13 WHEREAS, The benefits available to residents of market rate units leased to and
14 operated by the John Stewart Company were enumerated in the Transition Housing Rules
15 and Regulations for the Villages at Treasure Island (the "THRR"); and

16 WHEREAS, The benefits available to residents of housing units leased to and operated
17 by affordable housing providers under the Treasure Island Homeless Development Initiative
18 ("TIHDI") were enumerated in the TIHDI Transition Housing Plan; and

19 WHEREAS, Implementing the THRRs will require engaging with eligible households to
20 explain the benefits available to them and gather information necessary to plan for the
21 construction of the appropriate number and size of Transition Units; and

22 WHEREAS, The Authority issued and properly noticed a Request for Proposal ("RFP")
23 TIDA-17-01 on April 10, 2017, for professional services to assist in the relocation of eligible
24 households for both interim and long-term moves in accordance with the THRR; and
25

1 WHEREAS, At the completion of the Selection Process, Associated Right of Way
2 Services (ARWS), an S corporation, was the highest scoring proposer; and

3 WHEREAS, The Authority Staff has completed contract negotiations with ARWS and
4 has received approval from the Civil Service Commission (PSC 480405-16/17) to enter into a
5 Professional Service Agreement for an original term of five (5) years with two (2) options to
6 extend the term for a period of two (2) years each; and

7 WHEREAS, TIDA may exercise in its sole discretion all the work to be performed upon
8 request as found in the Scope of Work and the Hourly Rate Schedule of the Agreement and
9 will negotiate Task Orders to ARWS as needed; and

10 WHEREAS, The Authority and AWRS now desire to enter into the Agreement in
11 substantially the form of the Agreement, a copy of which is on file with the Secretary of the
12 Authority Board of Directors (the "Agreement"); now, therefore be it

13 RESOLVED, That the Board of Supervisors hereby approves the Agreement, and
14 authorizes the Treasure Island Director to execute the Agreement in substantially the form
15 filed with the Clerk of the Board of Supervisors in File No. 170825, and to make any additions,
16 amendments or other modifications to the Agreement (including, without limitation, its exhibits)
17 that the Treasure Island Director determines, in consultation with the City Attorney, are in the
18 best interests of the Authority and do not otherwise materially increase the obligations or
19 liabilities of the Authority, and are necessary or advisable to effectuate the purpose and intent
20 of this Resolution; and be it

21 FURTHER RESOLVED, That within thirty (30) days of the Agreement being fully
22 executed by all parties, the Authority shall provide the final document to the Clerk of the Board
23 for inclusion into the official file.
24
25

<p>Item 2 File 17-0825</p>	<p>Department: Treasure Island Development Authority (TIDA)</p>
<p>EXECUTIVE SUMMARY</p>	
<p style="text-align: center;">Legislative Objectives</p>	
<ul style="list-style-type: none"> • The proposed resolution would approve a Professional Services Contract for housing benefit and relocation services between the Treasure Island Development Authority (TIDA) and Associated Right of Way Services, Inc. for a five year term to commence following Board approval through June 30, 2022 and two two-year options to extend, for an amount not-to-exceed \$1,250,000 over the initial five year term. 	
<p style="text-align: center;">Key Points</p>	
<ul style="list-style-type: none"> • Charter Section 9.118(b) requires the Board of Supervisors to approve any contract that is more than ten years or \$10,000,000. However, the Treasure Island Conversion Act and the Treasure Island Development Authority (TIDA) Bylaws require the Board of Supervisors approve any TIDA contract that is more than ten years or \$1,000,000. • A Housing Plan included in the Disposition and Development Agreement (DDA) established the rights and obligations of TIDA and Treasure Island Community Development (TICD), the master developer to construct market rate and affordable housing units. The Housing Plan also established certain benefits for existing residents of affordable and market rate housing on Treasure Island. These housing benefits are extended to approximately 220 market rate households and 250 affordable households. An additional 205 market rate households are eligible for advisory services. • TIDA selected Associated Right of Way Services, Inc. and related subcontractors to provide these housing benefit and relocation services through a competitive Request for Proposal (RFP) process in April and May of 2017. 	
<p style="text-align: center;">Fiscal Impact</p>	
<ul style="list-style-type: none"> • In-Lieu payments to market rate households are tied to San Francisco Rent Board Schedule for No-Fault Evictions, which is currently \$6,286 per adult tenant and an additional \$4,191 for each elderly or disabled tenant or households with minors. • The \$1,250,000 cost for the proposed contract, moving expenses and In-Lieu payments will be funded through TIDA leasing revenues. \$400,000 was included in TIDA's budget for advisory services and related moving expenses for each of FY 2017-18 and FY 2018-19, recently approved by the Board of Supervisors. 	
<p style="text-align: center;">Recommendation</p>	
<ul style="list-style-type: none"> • Approve the proposed resolution. 	

MANDATE STATEMENT

City Charter Section 9.118(b) states that any contract entered into by a department, board or commission that (1) has a term of more than ten years, (2) requires expenditures of \$10,000,000 or more, or (3) requires a modification of more than \$500,000 is subject to Board of Supervisors approval.

However, the Treasure Island Conversion Act (AB699) from 1998 and the Treasure Island Development Authority (TIDA) Bylaws state that the Board of Supervisors of the City and County of San Francisco shall approve any contract to which TIDA is a party that is worth more than \$1,000,000 or has a term of ten years or more.

BACKGROUND**Treasure Island and Yerba Buena Island Base Closure**

The United States Navy previously owned and operated a military base on Treasure Island and Yerba Buena Island. As part of the 1993 Base Realignment and Closure Commission recommendations and subsequent federal actions, the Treasure Island and Yerba Buena Island Base (Base) was slated for closure and disposition. The City and County of San Francisco (City) was designated as the responsible entity for the conversion of the Base.

Treasure Island Development Authority

On May 2, 1997, the Board of Supervisors established a nonprofit public benefit corporation, the Treasure Island Development Authority (TIDA), to plan, develop, reconstruct, rehabilitate, reuse and convert Treasure Island and Yerba Buena Island for the public interest, convenience, welfare and common benefit for the City (File 244-97-3; Resolution No. 380-97). To date, the Navy has transferred approximately 60% of the agreed upon property to TIDA. The remaining Navy properties will be transferred over the next five years, as the Navy environmentally remediates these properties.

Planned Redevelopment of Treasure and Yerba Buena Islands

In 2011, TIDA entered into a Disposition and Development Agreement (DDA) with Treasure Island Community Development, LLC (TICD) as the master developer to redevelop Treasure Island and Yerba Buena Island. When fully developed, the project will include 8,000 new residential units, including approximately 2,173 various income levels of affordable housing units, accommodating 20,000 to 25,000 people. The plans also include up to 500 hotel rooms, up to 550,000 square feet of restaurants, retail, office and commercial space, a marina and 300 acres of parks and open space.

A Housing Plan included in the DDA established the rights and obligations of TIDA and TICD to construct market rate and affordable housing units. The Housing Plan and its attachments also established certain benefits for existing residents of affordable and market rate housing on Treasure Island. Specifically, the Transition Housing Rules and Regulations for the Villages at Treasure Island (THRR) specify the benefits available to residents of market rate housing. The

Treasure Island Homeless Development Initiative (TIHDI) Transition Housing Plan enumerates the specific benefits available to residents of the affordable housing units.

Treasure Island Household Eligibility and Benefits

Currently, there are approximately 675 households on Treasure Island, including 250 affordable households and 425 market rate households. Of the 425 market rate households, approximately 220 households existed prior to the DDA's approval, which would be eligible for the THRR benefits. The approximately 205 balance of market rate households were created after the DDA's approval and are only entitled to advisory services.

Qualifying market rate households are entitled to an In-Lieu cash payment or a choice of (a) a Transition Housing Unit that would be rented in a newly constructed TIDA building plus related moving expenses or (b) a down payment toward the purchase of a new unit through a pre-marketing home purchase. Eligible market rate households could also potentially qualify for affordable units, depending on their current household income.

All of the 250 affordable housing households are entitled to a Transition Housing Unit and related moving expenses, regardless of when those households became residents on Treasure Island. However, the affordable households are not entitled to In-Lieu cash payments.

As noted above, TIDA is responsible for providing these housing benefits to eligible households, including constructing the Transition Housing Units within the affordable housing buildings being developed. TIDA therefore needs to meet, discuss and engage with each of the existing eligible households to explain the available benefits to the household and determine the number, size, timing, financing and construction requirements for completion of the required Transition Housing Units. For the approximately 205 post-DDA market rate households, this will require explaining the limited advisory services benefits available to them and the length of time they can expect to continue to reside on Treasure Island. For the approximately 250 below market-rate affordable households, this will include addressing their questions regarding their transition and schedules for construction of their new affordable units.

Because of the potential complexity and intensity of these various communications with numerous different households, and the range of housing and financial benefits involved for each type of household, TIDA decided to hire a firm specializing in such professional services.

Selection of Contractor

On April 10, 2017, TIDA issued a Request for Proposal (RFP) for professional services to assist TIDA in the housing benefit programs, related relocation of eligible households for interim and long-term moves and advisory and consulting services for implementation of the THRR.

Three firms responded to the RFP by the deadline of May 3, 2017. Based on an initial screening by TIDA and the City's Contract Monitoring Division, two of the three firms (Associated Right of Way Services and AutoTemp) were deemed compliant with the RFP's minimum qualifications and references. A subsequent review panel selected Associated Right of Way Services as the preferred professional services contractor, based on their project approach, qualifications, past work and oral interviews.

Associated Right of Way Services will manage the main contract with TIDA, which includes several subcontractors. For example, Daniller Consulting Inc., a public affairs consulting firm, will help develop and review community engagement strategies and materials to engage residents in public meetings, drop-in sessions and door-to-door interactions. InterEthnical Inc. will provide translation services and multicultural and multilingual public engagement materials. Meyers Nave will provide specialized legal services, as may be authorized by the City Attorney's Office through TIDA.

DETAILS OF PROPOSED LEGISLATION

The proposed resolution would approve a Professional Services Contract for housing benefit and relocation advisory services between the Treasure Island Development Authority (TIDA) and Associated Right of Way Services, Inc. for a five year term to commence following Board of Supervisors approval through June 30, 2022 and two two-year options to extend, for an amount not-to-exceed \$1,250,000 over the initial five year term.

Under the proposed professional services contract, Associated Right of Way Services Inc. would:

- Conduct Household Needs Assessment to determine eligibility and needs;
- Develop and Implement Plan to Transition Household Interim Moves to advise TIDA and support and relocate households from existing units to other existing housing units;
- Develop and Implement Individual Site Plans for Long-Term Moves to advise TIDA to support and relocate households into newly constructed units;
- Moving Assistance, if requested by TIDA, to pack, unpack, transport and provide insurance coverage; and
- As-Needed Consulting Services, to implement the THRR, as requested.

As noted above, an estimated 220 households are eligible for market rate housing transition benefits, including a newly constructed Transition Housing Unit, a base monthly rent less than market rate on the transition unit, moving assistance, In-Lieu payments and an opportunity to qualify for a new for-sale housing unit. Approximately another 205 market rate households are eligible for transition advisory services. Under the proposed contract Associated Right of Way Services could potentially subcontract for moving services for the affordable households, if necessary, which is not anticipated until at least 2021.

FISCAL IMPACT

The In-Lieu payments to be made to market rate households are tied to the San Francisco Rent Board Schedule for No-Fault Evictions (Owner Move-In Evictions). Currently, the Rent Board Payment Schedule is \$6,286 per adult tenant and an additional \$4,191 for each elderly or disabled tenant or household with minors. For example, a household with three adults, one of who is over age 60 and with two minors would be entitled to an In-Lieu Payment of \$27,240 (3 adults x \$6,286 + \$4,191 for one elderly tenant + \$4,191 for minors in household). The In-Lieu

payments would only apply to households that existed prior to the DDA’s approval, or approximately 220 households.

Mr. Robert Beck, Director of TIDA advises that the \$1,250,000 cost for the proposed contract, moving expenses and In-Lieu payments will be funded from TIDA leasing revenues. Currently, TIDA’s annual lease revenues are approximately \$10 million, which funds TIDA’s entire annual budget. These lease revenues are anticipated to change as occupancy and space availability increases on Treasure Island.

According to Mr. Beck, \$400,000 was included in TIDA’s budget for advisory services and related moving expenses¹ for each of FY 2017-18 and FY 2018-19, recently approved by the Board of Supervisors.

According to Mr. Beck, under the proposed contract with Associated Right of Way Services, much of the initial household interviews and information will need to be developed and collected during the first year or two of the contract, such that more contract funds will be expended in the earlier years of this five-year initial contract term. During the fourth and fifth years of this contract, TIDA will require additional professional services consultant services as TIDA anticipates being able to transition eligible market rate households into the first newly constructed building.

Financing of Affordable Housing Units

The Transition Housing Units will be financed and constructed through the Developer Housing Subsidy², project-generated housing funds and outside affordable housing funding sources. However, as previously reported to the Board of Supervisors, there is a current projected shortfall of \$381,427,000 in the affordable housing program as summarized in the Table below.

Table: Financing for TIDA Affordable Housing³

Source of Funds	Amount
Affordable housing funding need	(\$519,000,000)
Project-generated revenue	
Property Tax Increment	70,905,000
TICD Subsidy (per Disposition and Development Agreement)	65,484,000
Job Housing Linkage Fee	<u>1,184,000</u>
Subtotal: Project-generated revenue	\$137,573,000
Funding Shortfall	(\$381,427,000)

Source: Office of Public Finance

¹ As no households will be required to move in the next two years, it is unlikely that any In-Lieu payments or moving expenses will be incurred during the next two fiscal years.

² The Developer Housing Subsidy is payments the master developer is required to make to support the development of affordable housing. The developer pays \$17,500 into a fund for each market rate unit constructed. The fund is then used to help finance TIDA’s construction of affordable housing units.

³ Estimates in the Table are based on the *present* value of costs and revenues (i.e., costs and revenues in future years are discounted to determine the value in the present year).

This \$381 million housing shortfall was previously discussed with the Board of Supervisors during the formation of the Treasure Island Infrastructure Financing and Revitalization District, which will leverage local property tax increment to help finance the public infrastructure and affordable housing on Treasure Island. Mr. Beck advises that TIDA is continuing to work with the Mayor's Office of Housing and Community Development (MOHCD) to identify additional sources of revenues and develop strategies to finance and construct affordable housing units. MOHCD has included pre-development funding for the first two Treasure Island projects---to be constructed by (1) Swords to Plowshares in partnership with the Chinatown Community Development Center, and (2) Catholic Charities in partnership with Mercy Housing.

The proposed \$1,250,000 contract with Associated Right of Way Services will not contribute to nor mitigate the projected \$381 million shortfall. Rather, the information that will be collected from the resident interviews under the subject contract should ensure that the housing projects developed by TIDA and TIHDI are appropriately planned and programed to provide the right number and size of transition units.

RECOMMENDATION

Approve the proposed resolution.

**Treasure Island Development Authority
City and County of San Francisco**

Resolution Approving a Professional Services Contract for Relocation Services between Treasure Island Development Authority and Associated Right of Way Services, Inc.

SUMMARY OF PROPOSED ACTION:

This item seeks approval and authorization to execute a Professional Service Agreement between Treasure Island Development Authority and Associated Right of Way Services Inc., a California corporation, for the creation of Relocation Plans and to provide advisory and consulting services for implementation of the Transition Housing Rules and Regulations of the Treasure Island/Yerba Buena Island Development.

BACKGROUND:

Former Naval Station Treasure Island is a military base located on Treasure Island and Yerba Buena Island (the "Base"). The Base was selected for closure and disposition by the Base Realignment and Closure Commission in 1993. The Base is in the process of ownership transfer from the United States Navy to the Treasure Island Development Authority ("TIDA") for civilian use; approximately 60% of the Base has been transferred. TIDA was created by San Francisco Board of Supervisors ("BOS") in 1997 as a non-profit, public benefit corporation dedicated to the planning, redevelopment, reconstruction, rehabilitation, reuse and conversion of former Naval Station Treasure Island.

In early 2000, TIDA initiated a master developer selection process, culminating in the selection of Treasure Island Community Development, LLC (the "Master Developer"). On June 7, 2011, the BOS voted 11-0 on various pieces of legislation authorizing the Treasure Island/Yerba Buena Island Development Project (the "Project"), including a Disposition and Development Agreement (the "DDA").

Included as an exhibit to the DDA was a Housing Plan which, amongst other matters, granted certain housing opportunities and benefits as part of the Project to existing residents of affordable and market units on the island. The benefits available to residents of housing units leased to and operated by affordable housing providers under the Treasure Island Homeless Development Initiative ("TIHDI") were enumerated in the TIHDI Transition Housing Plan, and the benefits available to residents of market rate units leased to and operated by the John Stewart Company were enumerated in the Transition Housing Rules and Regulations for the Villages at Treasure Island (the "THRR").

The Project contains a variety of land uses that promote both a new San Francisco neighborhood and a major new destination for local, regional, national and international visitors. The four primary components of the land use plan continue to be (i) residential, (ii) open space and recreation, (iii) commercial and adaptive reuse, and (iv) community and public facilities. The Project includes up to approximately 8,000 residential units of which approximately 27.2% (2,173 units) are intended to be development as affordable housing to a variety of income levels.

TIDA issued Request for Proposal (“RFP”) TIDA-17-01 for professional services to assist in the relocation of residents in accordance with the Transition Housing Rules and Regulations for the Villages at Treasure Island (the “THRR”). The THRR was created to give Transitioning Households (as defined in the THRR) certain housing opportunities and benefits as part of the Project.

Treasure Island has approximately 678 dwelling units that are currently suitable for occupancy. Of those 678 units, 250 are affordable units leased to and operated by TIHDI housing providers. The remaining 428 dwelling units are market rate units leased to and operated by the John Stewart Company (“JSCO”). As described in the THRR, eligible households that are required to move in connection with the Project are entitled to certain Transition Benefits.

Although the development is a multi-year, multi-phased Project and it will be several years before the first permanent relocations will be possible, there is an immediate need for the consulting firm to begin pertinent data collection of Relevant Household Information and to educate households on options under the THRR. Implementation Plans will be created in close coordination and collaboration with the ongoing Project development and will involve coordination with TIDA, JSCO, TIHDI, and the Mayor’s Office of Housing and Community Development (MOHCD), as well as the City Attorney’s Office.

Proposals associated with this RFP were due on Friday, May 3, 2017. Three (3) firms submitted response Proposals by the deadline. An Initial Screening of these three proposals was conducted by TIDA and the City and County of San Francisco Contact Monitoring Division (“CMD”) for compliance with the RFP’s stated Minimum Qualifications and references. Two proposals (2) were determined to be compliant and advanced for further consideration and evaluation by a Review Panel. The Panel’s Selection Criteria included Project Approach, Team Qualifications Past Project and Work, and an Oral Interview. At the completion of the selection process, Associated Right of Way Services (ARWS) was the highest scoring proposer.

TIDA Staff has completed contract negotiations with ARWS. The proposed service contract is for an original term of five (5) years. TIDA shall have two (2) options to extend the term for a period of two (2) years each, which TIDA may exercise in its sole discretion. All the work will be performed upon request and at the direction of TIDA staff. TIDA shall negotiate Task Orders annually to ARWS and when needed.

The salient terms of the Agreement include:

1. **Effective Date:** Effective date of the Agreement shall be September 1, 2017, or the date of final Board of Supervisors approval of the Agreement.
2. **Term:** This Agreement shall be an original term of five (5) years. TIDA shall have two options to extend the term for a period of two (2) years each, which TIDA may exercise in its sole discretion. All work will be performed upon

request and at the direction of TIDA staff and TIDA will prepare task orders as and when needed.

3. **Compensation:** Not to exceed One Million Two Hundred and Fifty Thousand Dollars (\$1,250,000) over initial 5 year term.
4. **General Scope of Services:**
 - A. **Conduct Household Needs Assessment:** Determine Transitioning Household Eligibility and Unit Needs.
 - B. **Development and Implementation of Plan for Transitioning Households Interim Moves:** Advise TIDA in the development of forms and the implementation of policies and procedures necessary to support an effective relocation from an existing unit to another existing unit.
 - C. **Development and Implementation Individual Site Plans for Transitioning Households Long-Term Moves:** Advise TIDA in the development and implementation of policies, procedures and forms necessary to support an effective relocation for Long-Term Moves to newly constructed units.
 - D. **Moving Assistance:** If requested by TIDA, provide Moving Assistance to Transitioning Households that make Interim Moves and that select the Transition Unit Option for Long-Term Move, including transportation of personal property, packing, unpacking and insurance coverage while in transit.
 - E. **As- Needed Consulting Services:** Provide additional relocation-related consulting services, as needed, on an on-going basis to implement the THRR, to include utilization of outside counsel if pre-approved by the San Francisco Office of the City Attorney.

The full Scope of Services is contained in Attachment A of the Professional Services Agreement between TIDA and ARWS.

The Agreement is consistent with current City and County of San Francisco contractual requirements. TIDA has received approval from the Civil Service Commission (PSC 480405-16/17) to enter into a Professional Service Agreement for the proposed services.

RECOMMENDATION:

Approve the Professional Services Agreement between the Treasure Island Development Authority and Associated Right of Way Services, Inc., for an amount not to exceed \$1,250,000 for the term of the Agreement.

Robert P. Beck, Treasure Island Director

**City and County of San Francisco
Office of Contract Administration
Purchasing Division
City Hall, Room 430
1 Dr. Carlton B. Goodlett Place
San Francisco, California 94102-4685**

**Agreement between the City and County of San Francisco and
Associated Right of Way Services, Inc.**

This Agreement is made this first day of August, 2017, in the City and County of San Francisco, State of California, by and between Associated Right of Way Services, Inc. ("Contractor") and City.

Recitals

WHEREAS, the Treasure Island Development Authority ("Department") wishes to create a series of relocation plans for implementation of the Transition Housing Rules and Regulations of the Treasure Island/Yerba Buena Island Development Project; and,

WHEREAS, a Request for Proposal ("RFP") was issued on April 10, 2017, and City selected Contractor as the highest qualified scorer pursuant to the RFP; and

WHEREAS, the Local Business Entity ("LBE") subcontracting participation requirement for this Agreement is 10%; and

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

WHEREAS, approval for this Agreement was obtained when the Civil Service Commission approved Contract number PSC 48405-16/17 on July 19, 2017;

Now, THEREFORE, the parties agree as follows:

Article 1 Definitions

The following definitions apply to this Agreement:

1.1 "Agreement" means this contract document, including all attached appendices, and all applicable City Ordinances and Mandatory City Requirements which are specifically incorporated into this Agreement by reference as provided herein.

1.2 "City" or "the City" means the City and County of San Francisco, a municipal corporation, acting by and through both its Director of the Office of Contract Administration or the Director's designated agent, hereinafter referred to as "Purchasing" and Treasure Island Development Authority."

1.3 "CMD" means the Contract Monitoring Division of the City.

1.4 "Contractor" or "Consultant" means Associated Right of Way Services, Inc. at 2300 Contra Costa Blvd., Suite 525, Pleasant Hill, CA 94523.

1.5 "Deliverables" means Contractor's work product resulting from the Services that are provided by Contractor to City during the course of Contractor's performance of the Agreement, including without limitation, the work product described in the "Scope of Services" attached as Appendix A.

1.6 "Effective Date" means the date upon which the City's Controller certifies the availability of funds for this Agreement as provided in Section 3.1.

1.7 "Mandatory City Requirements" means those City laws set forth in the San Francisco Municipal Code, including the duly authorized rules, regulations, and guidelines implementing such laws that impose specific duties and obligations upon Contractor.

1.8 "Party" and "Parties" mean the City and Contractor either collectively or individually.

1.9 "Services" means the work performed by Contractor under this Agreement as specifically described in the "Scope of Services" attached as Appendix A, including all services, labor, supervision, materials, equipment, actions and other requirements to be performed and furnished by Contractor under this Agreement.

Article 2 Term of the Agreement

2.1 The term of this Agreement shall commence on the latter of: (i) first day of August; or (ii) the Effective Date and expire on June 30, 2022, unless earlier terminated as otherwise provided herein.

2.2 The City has two options to renew the Agreement for a period of two years each. The City may extend this Agreement beyond the expiration date by exercising an option at the City's sole and absolute discretion and by modifying this Agreement as provided in Section 11.5, "Modification of this Agreement."

Article 3 Financial Matters

3.1 **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.

3.2 Guaranteed Maximum Costs. The City's payment obligation to Contractor cannot at any time exceed the amount certified by City's Controller for the purpose and period stated in such certification. Absent an authorized Emergency per the City Charter or applicable Code, no City representative is authorized to offer or promise, nor is the City required to honor, any offered or promised payments to Contractor under this Agreement in excess of the certified maximum amount without the Controller having first certified the additional promised amount and the Parties having modified this Agreement as provided in Section 11.5, "Modification of this Agreement."

3.3 Compensation.

3.3.1 Payment. Contractor shall provide an invoice to the City on a monthly basis for Services completed in the immediate preceding month, unless a different schedule is set out in Appendix B, "Calculation of Charges." Compensation shall be made for Services identified in the invoice that has been satisfactorily performed. Payment shall be made within 30 calendar days of receipt of the invoice, unless the City notifies the Contractor that a dispute as to the invoice exists. In no event shall the amount of this Agreement exceed one million, two-hundred and fifty thousand dollars (\$1,250,000). The breakdown of charges associated with this Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein. In no event shall City be liable for interest or late charges for any late payments.

3.3.2 Payment Limited to Satisfactory Services. Contractor is not entitled to any payments from City until Treasure Island Development Authority approves Services, including any furnished Deliverables, as satisfying all of the requirements of this Agreement. Payments to Contractor by City shall not excuse Contractor from its obligation to replace unsatisfactory Deliverables, including equipment, components, materials, or Services even if the unsatisfactory character of such Deliverables, equipment, components, materials, or Services may not have been apparent or detected at the time such payment was made. Deliverables, equipment, components, materials and Services 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 at no cost to the City.

3.3.3 Withhold Payments. If Contractor fails to provide Services in accordance with Contractor's obligations under this Agreement, the City may withhold any and all payments due Contractor until such failure to perform is cured, and Contractor shall not stop work as a result of City's withholding of payments as provided herein.

3.3.4 Invoice Format. Invoices furnished by Contractor under this Agreement must be in a form acceptable to the Controller and City, and must include a unique invoice number. Payment shall be made by City to Contractor at the address specified in Section 11.1, "Notices to the Parties," or in such alternate manner as the Parties have mutually agreed upon in writing.

3.3.5 LBE Payment and Utilization Tracking System. Contractor must submit all required payment information using the online LBE Utilization Tracking System (LBEUTS) as required by CMD to enable the City to monitor Contractor's compliance with the LBE subcontracting commitments in this Agreement. Contractor shall pay its LBE subcontractors within three working days after receiving payment from the City, except as otherwise authorized by the LBE Ordinance. The Controller is not authorized to pay invoices submitted by Contractor prior to Contractor's submission of all required CMD payment information. Failure to submit all required payment information to the LBEUTS with each payment request may result in the Controller withholding 20% of the payment due pursuant to that invoice until the required payment information is provided. Following City's payment of an invoice, Contractor has ten calendar days to acknowledge using the online LBEUTS that all subcontractors have been paid. Contractor shall attend a LBEUTS training session. LBEUTS training session schedules are available at www.sfgov.org/lbeuts.

3.3.6 Getting paid for goods and/or services from the City.

(a) All City vendors receiving new contracts, contract renewals, or contract extensions must sign up to receive electronic payments through Paymode-X, the City's third party service that provides Automated Clearing House (ACH) payments. Electronic payments are processed every business day and are safe and secure. To sign up for electronic payments, visit www.sfgov.org/ach.

(b) The following information is required to sign up: (i) The enroller must be their company's authorized financial representative, (ii) the company's legal name, main telephone number and all physical and remittance addresses used by the company, (iii) the company's U.S. federal employer identification number (EIN) or Social Security number (if they are a sole proprietor), and (iv) the company's bank account information, including routing and account numbers.

3.4 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 Services. 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 fewer 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 as conferred upon City by this Section. Contractor shall include the same audit and inspection rights and record retention requirements in all subcontracts.

3.5 Submitting False Claims. The full text of San Francisco Administrative Code Chapter 21, Section 21.35, including the enforcement and penalty provisions, is incorporated into this Agreement. Pursuant to San Francisco Administrative Code §21.35, any contractor or subcontractor who submits a false claim shall be liable to the City for the statutory penalties set forth in that section. A contractor or subcontractor will be deemed to have submitted a false claim to the City if the contractor or subcontractor: (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.

Article 4 Services and Resources

4.1 Services Contractor Agrees to Perform. Contractor agrees to perform the Services provided for in Appendix A, "Scope of Services." Officers and employees of the City are not authorized to request, and the City is not required to reimburse the Contractor for, Services beyond the Scope of Services listed in Appendix A, unless Appendix A is modified as provided in Section 11.5, "Modification of this Agreement."

4.2 Qualified Personnel. Contractor shall utilize only competent personnel under the supervision of, and in the employment of, Contractor (or Contractor's authorized subcontractors) to perform the Services. Contractor will comply with City's reasonable requests regarding assignment and/or removal of personnel, but all personnel, including those assigned at City's request, must be supervised by Contractor. Contractor shall commit adequate resources to allow timely completion within the project schedule specified in this Agreement.

4.3 Subcontracting. Contractor may subcontract portions of the Services only upon prior written approval of City. Contractor is responsible for its subcontractors throughout the course of the work required to perform the Services. All Subcontracts must incorporate the terms of Article 10 "Additional Requirements Incorporated by Reference" of this Agreement, unless inapplicable. Neither Party shall, on the basis of this Agreement, contract on behalf of, or in the

name of, the other Party. Any agreement made in violation of this provision shall be null and void. City's execution of this Agreement constitutes its approval of the subcontractors listed below.

Daniller Consulting, Inc.

SF LBE Certification No. CMD111815338

Vendor No. 400726

InterEthnica, Inc.

SF LBE Certification No. CMD071916526

Vendor No. 87784

4.4 Independent Contractor; Payment of Employment Taxes and Other Expenses.

4.4.1 Independent Contractor. For the purposes of this Article 4, "Contractor" shall be deemed to include not only Contractor, but also any agent or employee of Contractor. Contractor acknowledges and agrees that at all times, 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, its agents, and employees will not represent or hold themselves out to be employees of the City at any time. 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. Contractor agrees to maintain and make available to City, upon request and during regular business hours, accurate books and accounting records demonstrating Contractor's compliance with this section. Should City determine that Contractor, or any agent or employee of Contractor, is not performing in accordance with the requirements of this Agreement, City shall provide Contractor with written notice of such failure. Within five (5) business days of Contractor's receipt of such notice, and in accordance with Contractor policy and procedure, Contractor shall remedy the deficiency. Notwithstanding, if City believes that an action of Contractor, or any agent or employee of Contractor, warrants immediate remedial action by

Contractor, City shall contact Contractor and provide Contractor in writing with the reason for requesting such immediate action.

4.4.2 Payment of Employment 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, Contractor agrees to indemnify and save harmless City and its officers, agents and employees from, and, if requested, shall defend them against any and all claims, losses, costs, damages, and expenses, including attorneys' fees, arising from this section.

4.5 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 Contractor unless first approved by City by written instrument executed and approved in the same manner as this Agreement. Any purported assignment made in violation of this provision shall be null and void.

4.6 Warranty. Contractor warrants to City that the Services will be performed with the degree of skill and care that is required by current, good and sound professional procedures and practices, and in conformance with generally accepted professional standards prevailing at the time the Services are performed so as to ensure that all Services performed are correct and appropriate for the purposes contemplated in this Agreement.

Article 5 Insurance and Indemnity

5.1 Insurance.

5.1.1 Required Coverages. 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:

- (a) Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than \$1,000,000 each accident, injury, or illness; and

(b) Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence and \$2,000,000 general aggregate for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations; and

Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence and \$2,000,000 general aggregate for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations; policy must include Abuse and Molestation coverage.

(c) 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.

(d) 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 the Services.

(e) Technology Errors and Omissions Liability coverage, with limits of \$1,000,000 each occurrence and each loss, and \$2,000,000 general aggregate. The policy shall at a minimum cover professional misconduct or lack of the requisite skill required for the performance of services defined in the contract and shall also provide coverage for the following risks:

(i) Liability arising from theft, dissemination, and/or use of confidential information, including but not limited to, bank and credit card account information or personal information, such as name, address, social security numbers, protected health information or other personally identifying information, stored or transmitted in electronic form;

(ii) Network security liability arising from the unauthorized access to, use of, or tampering with computers or computer systems, including hacker attacks; and

(iii) Liability arising from the introduction of any form of malicious software including computer viruses into, or otherwise causing damage to the City's or third person's computer, computer system, network, or similar computer related property and the data, software, and programs thereon.

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

(a) Name as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees.

(b) 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.

5.1.3 All policies shall be endorsed to provide thirty (30) days' advance written notice to the City of cancellation for any reason, intended non-renewal, or reduction in coverages. Notices shall be sent to the City address set forth in Section 11.1, entitled "Notices to the Parties."

5.1.4 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.

5.1.5 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.

5.1.6 Before commencing any Services, 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. Approval of the insurance by City shall not relieve or decrease Contractor's liability hereunder.

5.1.7 The Workers' Compensation policy(ies) 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.

5.1.8 If Contractor will use any subcontractor(s) to provide Services, Contractor shall require the subcontractor(s) to provide all necessary insurance and to name the City and County of San Francisco, its officers, agents and employees and the Contractor as additional insureds.

5.2 **Indemnification.** Contractor shall indemnify and hold harmless City and its officers, agents and employees from, and, if requested, shall defend them from and against any and all claims, demands, losses, damages, costs, expenses, and liability (legal, contractual, or otherwise) arising from or in any way connected with any: (i) injury to or death of a person, including employees of City or Contractor; (ii) loss of or damage to property; (iii) violation of local, state, or federal common law, statute or regulation, including but not limited to privacy or personally identifiable information, health information, disability and labor laws or regulations; (iv) strict liability imposed by any law or regulation; or (v) losses arising from Contractor's execution of subcontracts not in accordance with the requirements of this Agreement applicable to subcontractors; so long as such injury, violation, loss, or strict liability (as set forth in

subsections (i) – (v) above) arises from Contractor's performance of this Agreement, including, but not limited to, Contractor's use of facilities or equipment provided by City or others, except to the extent that such indemnity is void or otherwise unenforceable under applicable law, and except where such loss, damage, injury, liability or claim is the result of the active negligence or willful misconduct of City and is not contributed to by any act of, or by any omission to perform some duty imposed by law or agreement on Contractor, its subcontractors, or either's agent or employee. The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, consultants and experts and related costs and City's costs of investigating any claims against the City.

In addition to Contractor's obligation to indemnify City, Contractor specifically acknowledges and agrees that it has an immediate and independent obligation to defend City from any claim which actually or potentially falls within this indemnification provision, even if the allegations are or may be groundless, false or fraudulent, which obligation arises at the time such claim is tendered to Contractor by City and continues at all times thereafter.

Contractor shall indemnify and hold City harmless from all loss and liability, including attorneys' fees, court costs and all other litigation expenses for any infringement of the patent rights, copyright, trade secret or any other proprietary right or trademark, and all other intellectual property claims of any person or persons arising directly or indirectly from the receipt by City, or any of its officers or agents, of Contractor's Services.

5.3 Indemnification For Design Professionals. 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").

5.3.1 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.

5.3.2 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, work or deliverables supplied in the performance of Services. 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.

Article 6 Liability of the Parties

6.1 Liability of City. CITY'S PAYMENT OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE PAYMENT OF THE COMPENSATION PROVIDED FOR IN SECTION 3.3.1, "PAYMENT," 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.

6.2 Liability for Use of Equipment. City shall not be liable for any damage to persons or property as a result of the use, misuse or failure of any equipment used by Contractor, or any of its subcontractors, or by any of their employees, even though such equipment is furnished, rented or loaned by City.

6.3 Liability for Incidental and Consequential Damages. Contractor shall be responsible for incidental and consequential damages resulting in whole or in part from Contractor's negligent acts or omissions.

Article 7 Payment of Taxes

7.1 Except for any applicable California sales and use taxes charged by Contractor to City, Contractor shall pay all taxes, including possessory interest taxes levied upon or as a result of this Agreement, or the Services delivered pursuant hereto. Contractor shall remit to the State of California any sales or use taxes paid by City to Contractor under this Agreement. Contractor agrees to promptly provide information requested by the City to verify Contractor's compliance with any State requirements for reporting sales and use tax paid by City under this Agreement.

7.2 Contractor acknowledges 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:

7.2.1 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.

7.2.2 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.

7.2.3 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.

7.2.4 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.

Article 8 Termination and Default

8.1 Termination for Convenience

8.1.1 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.

8.1.2 Upon receipt of the notice of termination, 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:

(a) Halting the performance of all Services under this Agreement on the date(s) and in the manner specified by City.

(b) Terminating all existing orders and subcontracts, and not placing any further orders or subcontracts for materials, Services, equipment or other items.

(c) 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.

(d) Subject to City’s approval, settling all outstanding liabilities and all claims arising out of the termination of orders and subcontracts.

(e) Completing performance of any Services that City designates to be completed prior to the date of termination specified by City.

(f) 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.

8.1.3 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:

(a) The reasonable cost to Contractor, without profit, for all Services prior to the specified termination date, for which Services 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. Any overhead allowance shall be separately itemized. Contractor may also recover the reasonable cost of preparing the invoice.

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

(c) 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.

(d) 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.

8.1.4 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 Section 8.1.3. Such non-recoverable costs include, but are not limited to, anticipated profits on the Services under 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 Section 8.1.3.

8.1.5 In arriving at the amount due to Contractor under this Section, City may deduct: (i) all payments previously made by City for Services covered by Contractor's final invoice; (ii) any claim which City may have against Contractor in connection with this Agreement; (iii) any invoiced costs or expenses excluded pursuant to the immediately preceding subsection 8.1.4; and (iv) in instances in which, in the opinion of the City, the cost of any Service performed under this Agreement is excessively high due to costs incurred to remedy or replace defective or rejected

Services, the difference between the invoiced amount and City’s estimate of the reasonable cost of performing the invoiced Services in compliance with the requirements of this Agreement.

8.1.6 City’s payment obligation under this Section shall survive termination of this Agreement.

8.2 Termination for Default; Remedies.

8.2.1 Each of the following shall constitute an immediate event of default (“Event of Default”) under this Agreement:

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

3.5	Submitting False Claims.	10.4	Nondisclosure of Private, Proprietary or Confidential Information
4.5	Assignment	10.10	Alcohol and Drug-Free Workplace
Article 5	Insurance and Indemnity	10.13	Working with Minors
Article 7	Payment of Taxes	11.9	Compliance with Laws

(b) Contractor fails or refuses to perform or observe any other term, covenant or condition contained in this Agreement, including any obligation imposed by ordinance or statute and incorporated by reference herein, and such default continues for a period of ten days after written notice thereof from City to Contractor.

(c) Contractor (i) is generally not paying its debts as they become due; (ii) 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; (iii) makes an assignment for the benefit of its creditors; (iv) 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 (v) takes action for the purpose of any of the foregoing.

(d) A court or government authority enters an order (i) 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, (ii) 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 (iii) ordering the dissolution, winding-up or liquidation of Contractor.

8.2.2 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, where applicable,

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: (i) all damages, losses, costs or expenses incurred by City as a result of an Event of Default; and (ii) any liquidated damages levied upon Contractor pursuant to the terms of this Agreement; and (iii), any damages imposed by any ordinance or statute that is incorporated into this Agreement by reference, or into any other agreement with the City.

8.2.3 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. Nothing in this Agreement shall constitute a waiver or limitation of any rights that City may have under applicable law.

8.2.4 Any notice of default must be sent by registered mail to the address set forth in Article 11.

8.3 **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.

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

8.4.1 This Section and the following Sections of this Agreement listed below, shall survive termination or expiration of this Agreement:

3.3.2	Payment Limited to Satisfactory Services	9.1	Ownership of Results
3.4	Audit and Inspection of Records	9.2	Works for Hire
3.5	Submitting False Claims	10.4	Nondisclosure of Private, Proprietary or Confidential Information
Article 5	Insurance and Indemnity	11.5	Dispute Resolution Procedure
6.1	Liability of City	11.6	Agreement Made in California; Venue
6.3	Liability for Incidental and Consequential Damages	11.7	Construction
Article 7	Payment of Taxes	11.8	Entire Agreement
8.1.6	Payment Obligation	11.9	Compliance with Laws
		11.10	Severability

8.4.2 Subject to the survival of the Sections identified in Section 8.4.1, above, if this Agreement is terminated prior to expiration of the term specified in Article 2, this Agreement

shall 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.

Article 9 Rights In Deliverables

9.1 **Ownership of Results.** Any interest of Contractor or its subcontractors, in the Deliverables, including any drawings, plans, specifications, blueprints, studies, reports, memoranda, computation sheets, computer files and media or other documents prepared by Contractor or its subcontractors, shall become the property of and will be transmitted to City. However, unless expressly prohibited elsewhere in this Agreement, Contractor may retain and use copies for reference and as documentation of its experience and capabilities.

9.2 **Works for Hire.** If, in connection with Services, Contractor or its subcontractors creates Deliverables including, without limitation, artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, blueprints, source codes, or any other original works of authorship, whether in digital or any other format, 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 shall be the property of the City. If any Deliverables created by Contractor or its subcontractor(s) under this Agreement are ever determined not to be works for hire under U.S. law, Contractor hereby assigns all Contractor's copyrights to such Deliverables to the City, agrees to provide any material and execute any documents necessary to effectuate such assignment, and agrees to include a clause in every subcontract imposing the same duties upon subcontractor(s). With City's prior written approval, Contractor and its subcontractor(s) may retain and use copies of such works for reference and as documentation of their respective experience and capabilities.

Article 10 Additional Requirements Incorporated by Reference

10.1 **Laws Incorporated by Reference.** The full text of the laws listed in this Article 10, including enforcement and penalty provisions, are incorporated by reference into this Agreement. The full text of the San Francisco Municipal Code provisions incorporated by reference in this Article and elsewhere in the Agreement ("Mandatory City Requirements") are available at www.sfgov.org under "Government."

10.2 **Conflict of Interest.** By executing this Agreement, 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; Title 9, Chapter 7 of the California Government Code (Section 87100 *et seq.*), or Title 1, Division 4, Chapter 1, Article 4 of the California Government Code (Section 1090 *et seq.*), and further agrees promptly to notify the City if it becomes aware of any such fact during the term of this Agreement.

10.3 **Prohibition on Use of Public Funds for Political Activity.** In performing the Services, Contractor shall comply with San Francisco Administrative Code Chapter 12G, 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. Contractor is subject to the enforcement and penalty provisions in Chapter 12G.

10.4 **Nondisclosure of Private, Proprietary or Confidential Information.**

10.4.1 If this Agreement requires City to disclose "Private Information" to Contractor within the meaning of San Francisco Administrative Code Chapter 12M, Contractor and subcontractor shall use such information only in accordance with the restrictions stated in Chapter 12M and in this Agreement and only as necessary in performing the Services. Contractor is subject to the enforcement and penalty provisions in Chapter 12M.

10.4.2 In the performance of Services, 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.

10.5 **Nondiscrimination Requirements**

10.5.1 **Non Discrimination in Contracts.** Contractor shall comply with the provisions of Chapters 12B and 12C of the San Francisco Administrative Code. Contractor shall incorporate by reference in all subcontracts the provisions of Sections 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. Contractor is subject to the enforcement and penalty provisions in Chapters 12B and 12C.

10.5.2 **Nondiscrimination in the Provision of Employee Benefits.** San Francisco Administrative Code 12B.2. 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 Section 12B.2.

10.6 **Local Business Enterprise and Non-Discrimination in Contracting Ordinance.** Contractor shall comply with all applicable provisions of Chapter 14B ("LBE Ordinance"). Contractor is subject to the enforcement and penalty provisions in Chapter 14B. Contractor shall utilize LBE Subcontractors for at least [enter percentage] of the Services except as otherwise authorized in writing by the Director of CMD. Contractor shall incorporate the requirements of the LBE Ordinance in each subcontract made in the fulfillment of Contractor's LBE subcontracting commitments.

10.7 Minimum Compensation Ordinance. Contractor shall pay covered employees no less than the minimum compensation required by San Francisco Administrative Code Chapter 12P. Contractor is subject to the enforcement and penalty provisions in Chapter 12P. By signing and executing this Agreement, Contractor certifies that it is in compliance with Chapter 12P.

10.8 Health Care Accountability Ordinance. Contractor shall comply with San Francisco Administrative Code Chapter 12Q. Contractor shall choose and perform one of the Health Care Accountability options set forth in San Francisco Administrative Code Chapter 12Q.3. Contractor is subject to the enforcement and penalty provisions in Chapter 12Q.

10.9 First Source Hiring Program. Contractor must comply with all of the provisions of the First Source Hiring Program, Chapter 83 of the San Francisco Administrative Code, that apply to this Agreement, and Contractor is subject to the enforcement and penalty provisions in Chapter 83.

10.10 Alcohol and Drug-Free Workplace. City reserves the right to deny access to, or require Contractor to remove from, City facilities personnel of any Contractor or subcontractor who City has reasonable grounds to believe has engaged in alcohol abuse or illegal drug activity which in any way impairs City's ability to maintain safe work facilities or to protect the health and well-being of City employees and the general public. City shall have the right of final approval for the entry or re-entry of any such person previously denied access to, or removed from, City facilities. Illegal drug activity means possessing, furnishing, selling, offering, purchasing, using or being under the influence of illegal drugs or other controlled substances for which the individual lacks a valid prescription. Alcohol abuse means possessing, furnishing, selling, offering, or using alcoholic beverages, or being under the influence of alcohol.

10.11 Limitations on Contributions. By executing 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. 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.

10.12 Slavery Era Disclosure. Contractor shall comply with San Francisco Administrative Code Chapter 12Y, San Francisco Slavery Era Disclosure Ordinance, including but not limited to Contractor's affirmative duty to research and disclose evidence of Contractor, its parent or subsidiary entity, or its Predecessor Company's Participation in the Slave Trade or receipt of Profits from the Slave Trade. Contractor is subject to the enforcement and penalty provisions in Chapter 12Y.

10.13 Working with Minors. In accordance with California Public Resources Code Section 5164, if Contractor, or any subcontractor, is providing services at a City park, playground, recreational center or beach, Contractor shall not hire, and shall prevent its subcontractors from hiring, any person for employment or a volunteer position in a position having supervisory or disciplinary authority over a minor if that person has been convicted of any offense listed in Public Resources Code Section 5164. In addition, if Contractor, or any subcontractor, is providing services to the City involving the supervision or discipline of minors or where Contractor, or any subcontractor, will be working with minors in an unaccompanied setting on more than an incidental or occasional basis, Contractor and any subcontractor shall comply with any and all applicable requirements under federal or state law mandating criminal history screening for such positions and/or prohibiting employment of certain persons including but not limited to California Penal Code Section 290.95. In the event of a conflict between this section and Section 10.14, "Consideration of Criminal History in Hiring and Employment Decisions," of this Agreement, this section shall control.

10.14 Consideration of Criminal History in Hiring and Employment Decisions

10.14.1 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 <http://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 Section. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 12T.

10.14.2 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, shall apply only to applicants and employees who would be or are performing work in furtherance of this Agreement, and shall apply when the physical location of the employment or prospective employment of an individual is wholly or substantially within the City of San Francisco. Chapter 12T shall not apply when the application in a particular context would conflict

with federal or state law or with a requirement of a government agency implementing federal or state law.

10.15 Public Access to Nonprofit Records and Meetings. If 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 must comply with the City's Public Access to Nonprofit Records and Meetings requirements, as set forth in Chapter 12L of the San Francisco Administrative Code, including the remedies provided therein.

10.16 Food Service Waste Reduction Requirements. 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.

10.17 Sugar-Sweetened Beverage Prohibition. Contractor agrees that it will not sell, provide, or otherwise distribute Sugar-Sweetened Beverages, as defined by San Francisco Administrative Code Chapter 101, as part of its performance of this Agreement.

10.18 Tropical Hardwood and Virgin Redwood Ban. Pursuant to San Francisco Environment Code Section 804(b), the City urges Contractor not to import, purchase, obtain, or use for any purpose, any tropical hardwood, tropical hardwood wood product, virgin redwood or virgin redwood wood product.

10.18.1 Contractor shall comply with San Francisco Environment Code Chapter 8, which provides that 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. Contractor is subject to the penalty and enforcement provisions of Chapter 8.

10.19 Preservative Treated Wood Products. Contractor shall comply with the provisions of San Francisco Environment Code Chapter 13, which requires that each Contractor purchasing preservative-treated wood products on behalf of the City, shall only purchase such products from the list of alternatives adopted by the Department of the Environment pursuant to Section 1302 of Chapter 13, unless otherwise granted an exemption by the terms of that Chapter.

Article 11 General Provisions

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

To City: Mirian Saez, Treasure Island Development Authority
Treasure Island
One Avenue of the Palms,
San Francisco, CA 94130
Mirian.Saez@sfgov.org

To Contractor: Larry Castellanos, Vice President
Associate Right of Way Services
2300 Contra Costa Blvd.
Suite 525
Pleasant Hill, CA 94523
lcastellanos@arsw.com

Any notice of default must be sent by registered mail. Either Party may change the address to which notice is to be sent by giving written notice thereof to the other Party. If email notification is used, the sender must specify a receipt notice.

11.2 Compliance with Americans with Disabilities Act. Contractor shall provide the Services in a manner that complies with the Americans with Disabilities Act (ADA), including but not limited to Title II's program access requirements, and all other applicable federal, state and local disability rights legislation.

11.3 Sunshine Ordinance. Contractor acknowledges that this Agreement and all records related to its formation, Contractor's performance of Services, 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.

11.4 Modification of this Agreement. This Agreement may not be modified, nor may compliance with any of its terms be waived, except as noted in Section 11.1, "Notices to Parties," regarding change in personnel or place, and except by written instrument executed and approved in the same manner as this Agreement. Contractor shall cooperate with Department to submit to the Director of CMD any amendment, modification, supplement or change order that would result in a cumulative increase of the original amount of this Agreement by more than 20% (CMD Contract Modification Form).

11.5 Dispute Resolution Procedure.

11.5.1 Negotiation; Alternative Dispute Resolution. The Parties will attempt in good faith to resolve any dispute or controversy arising out of or relating to the performance of services under this Agreement. If the Parties are unable to resolve the dispute, then, pursuant to San Francisco Administrative Code Section 21.35, Contractor may submit to the Contracting Officer a written request for administrative review and documentation of the Contractor's claim(s). Upon such request, the Contracting Officer shall promptly issue an administrative decision in writing, stating the reasons for the action taken and informing the Contractor of its right to judicial review. If agreed by both Parties in writing, disputes may be resolved by a mutually agreed-upon alternative dispute resolution process. If the parties do not mutually agree to an alternative dispute resolution process or such efforts do not resolve the dispute, then either Party may pursue any remedy

available under California law. The status of any dispute or controversy notwithstanding, Contractor shall proceed diligently with the performance of its obligations under this Agreement in accordance with the Agreement and the written directions of the City. Neither Party will be entitled to legal fees or costs for matters resolved under this section.

11.5.2 Government Code Claim Requirement. No suit for money or damages may be brought against the City until a written claim therefor has been presented to and rejected by the City in conformity with the provisions of San Francisco Administrative Code Chapter 10 and California Government Code Section 900, et seq. Nothing set forth in this Agreement shall operate to toll, waive or excuse Contractor's compliance with the California Government Code Claim requirements set forth in San Francisco Administrative Code Chapter 10 and California Government Code Section 900, et seq.

11.5.3 Health and Human Service Contract Dispute Resolution Procedure. The Parties shall resolve disputes that have not been resolved administratively by other departmental remedies in accordance with the Dispute Resolution Procedure set forth in Appendix [C/D/E - insert the appendix letter] incorporated herein by this reference.

11.6 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.

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

11.8 Entire Agreement. This contract sets forth the entire Agreement between the parties, and supersedes all other oral or written provisions. This Agreement may be modified only as provided in Section 11.5, "Modification of this Agreement."

11.9 Compliance with Laws. Contractor shall keep itself fully informed of the City's Charter, codes, ordinances and duly adopted rules 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.

11.10 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.

11.11 Cooperative Drafting. This Agreement has been drafted through a cooperative effort of City and Contractor, 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.

11.12 Order of Precedence. Contractor agrees to perform the services described below in accordance with the terms and conditions of this Agreement, implementing task orders, the RFP, and Contractor's proposal dated [Insert Date of Proposal]. The RFP and Contractor's proposal are incorporated by reference as though fully set forth herein. Should there be a conflict of terms or conditions, this Agreement and any implementing task orders shall control over the RFP and the Contractor's proposal.

11.13 Order of Precedence. Contractor agrees that in the event of discrepancy, inconsistency, gap, ambiguity, or conflicting language between the City's terms and Contractor's printed terms attached, the City's terms shall take precedence, followed by the procurement issued by the department, Contractor's proposal, and Contractor's printed terms, respectively.

Article 12 MacBride And Signature

12.1 MacBride Principles -Northern Ireland. The provisions of San Francisco Administrative Code §12F are incorporated herein by this reference and made part of this Agreement. 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 Principles.

Remainder of page left intentionally blank.

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

CITY

CONTRACTOR

Recommended by:

**Associated Right of Way Services, Inc., a
California corporation**

Robert P. Beck

Treasure Island Director

**Larry Castellanos, SR/WA
Vice President
City vendor number: 73050**

Approved as to Form:

Dennis J. Herrera
City Attorney

By:

Charles Sullivan
Deputy City Attorney

Appendices

- A: Scope of Services
- B: Calculation of Charges

Appendix A Scope of Services

The following services will be performed when requested by TIDA. TIDA may exercise in its sole discretion all the work to be performed upon request as found in the Scope of Work and the Hourly Rate Schedule of the Agreement and will negotiate Task Orders to ARWS as needed:

General Scope of Services:

1. Conduct Household Needs Assessment

Determine Transitioning Household Eligibility and Unit Needs.

- a. Develop communication plans for resident engagement, including but not limited to conducting meetings, facilitating discussions, identifying and implementing as-needed language interpretation and translation services and strategies for non-English speaking households.
- b. Interview, evaluate and catalogue all resident households. This includes but not limited to the THRR's Required Information for Option and military veteran status.
- c. Analyze household income and composition to determine resident household eligibility for Transition Unit.
- d. Provide advisory services to Transitioning Households to explain eligibility requirements and to aid in their understanding of Transition Housing Benefits.
- e. Assist Transitioning Households with understanding the potential costs and/or benefits associated with a potential Early Transition Benefit, if offered by TIDA.

2. Development and Implementation of Plan for Transitioning Households Interim Moves

Lead the development of forms and the implementation of policies and procedures necessary to support an effective relocation from an existing unit to another existing unit.

- a. Create communication plans for resident engagement including identifying and implementing as-needed language interpretation and translation services and strategies for non-English speaking households.
- b. Provide advisory services to Transitioning Households to aid in their understanding of Transition Benefit Options and Early Transition Benefits.
- c. Participate in and/or facilitate on-Island community meetings with residents.
- d. Develop educational program materials for residents, as needed, to explain Transition Households Benefit Options and eligibility requirements.
- e. Consult with TIDA on project timelines.
- f. Develop and refine process for Interim Moves unit selection.
- g. Implement and assist in the unit selection process.
- h. Develop and manage tracking system for Interim Moves unit selection.
- i. Develop a cost estimate to implement Interim Moves and manage Transition Benefits Option claims, including reimbursement of Moving Expense per the THRR.
- j. Consider how the program Interim Moves will affect other interim moves or long-term moves in future phases, and make recommendations to ensure that the program can be implemented consistently over time.
- k. Advise TIDA on a general leasing strategy to ensure sufficient availability of residential units as needed throughout the development.
- l. Review and revise pertinent documents as required for Implementation Plan and tasks, including letters, notices to move, forms, summaries, and brochures.

3. Development and Implementation Individual Site Plans for Transitioning Households Long-Term Moves

Lead the development and implementation of policies, procedures and forms necessary to support an effective relocation for Long-Term Moves to newly constructed units.

- a. Create communication plans for resident engagement including identifying and implementing as-needed language interpretation and translation services and strategies for non-English speaking households.
 - b. Provide advisory services to Transitioning Households to aid in their understanding of Transition Benefit Options and Early Transition Benefits.
 - c. Participate in and facilitate on-Island community meetings with residents.
 - d. Develop educational program material for resident understanding of Transition Households Benefit Options, eligibility of a Transition Unit and Implementation Plan.
 - e. Prepare a timeline for Long-Term Moves that meets the Project's overall timeline.
 - f. Develop criteria and a process (refine process) for Long-Term unit selection.
 - g. Implement and assist in the Long-Term unit selection process.
 - h. Develop and manage tracking system for Long-Term Moves unit selection.
 - i. Develop a cost estimate to implement Long-Term Moves and manage Transition Benefits Option claims, including reimbursement of Moving Expense per the THRR.
 - j. Advise TIDA on a general leasing strategy to ensure sufficient availability of residential units as needed throughout the development.
 - k. Inform and assist with the placement of households in Master Developer's rental and for sale below-market Inclusionary Units for households that income qualify.
 - l. Assist with implementation of the Purchase Assistance Option, including pre-marketing assistance and homeownership training to eligible Transitioning Households.
 - m. Represent TIDA in stakeholder meetings, hearings and make presentations.
 - n. Review and revise pertinent documents as required for Implementation Plan and task, including letters, notices to move, forms, summaries, and brochures.
4. Moving Assistance. If requested by TIDA, provide Moving Assistance to Transitioning Households that make Interim Moves and that select the Transition Unit Option for Long-Term Move, including transportation of personal property, packing, unpacking and insurance coverage while in transit.
5. As- Needed Consulting Services
Provide additional relocation-related consulting services, as needed, on an on-going basis to implement the THRR, to include utilization of outside counsel if pre-approved by the San Francisco Office of the City Attorney.

Appendix B
Calculation of Charges

Associated Right of Way Services, Inc. (AR/WS)

<i>Consulting Category</i>	<i>Hourly Rate</i>
Managing Consultant	\$185.00
Consultant I	\$150.00
Consultant II	\$130.00
Consultant II	\$130.00
Consultant III	\$115.00
Right of Way Technician	\$80.00
Subcontractors	Cost + 10%
Depositions, Court Appearances, Arbitrations / Mediations, Hearings, and Testimony (including preparation)	\$275.00

Daniller Consulting, Inc.

<i>Consulting Category</i>	<i>Hourly Rate</i>
Principal	\$216.00
Associate Principal	\$185.00
Public Outreach Associate	\$130.00
Graphic Designer	\$115.00
Junior Outreach Associate	\$90.00 - \$100.00

InterEthnical, Inc.

<i>Consulting Category</i>	<i>Hourly Rate</i>
Account Manager	\$125.00
Principal/Cultural Consultant	\$150.00
Project Manager	\$125.00
Meeting Assistance	\$75.00
Graphic Designer	\$125.00
Researcher	\$150.00
Illustrator	\$125.00
Outreach Lead	\$95.00
Meeting Facilitation and Interpretation	\$150.00

Meyers/Nave

<i>Consulting Category</i>	<i>Hourly Rate</i>
Principal	\$385
Of Counsel	\$350
Senior Associate	\$300
Paralegal Support	\$150

Audio Translation Equipment

Headset \$18 per head set

Translation transmitter \$125 per day

Delivery, set-up and equipment test \$125 per event.

On site audio technician available will be billed at \$125 per hour.☐

Translation minimum charge of \$125 per language. This applies to documents that contain a word count of 200 or less.

*The exception to this rule is advertising and slogan translation, which is charged at an hourly rate of \$125.



**CIVIL SERVICE COMMISSION
CITY AND COUNTY OF SAN FRANCISCO**

EDWIN M. LEE
MAYOR

Sent Via Electronic Mail

June 27, 2017

GINA M. ROCCANOVA
PRESIDENT

KATE FAVETTI
VICE PRESIDENT

DOUGLAS S. CHAN
COMMISSIONER

F. X. CROWLEY
COMMISSIONER

SCOTT R. HELDFOND
COMMISSIONER

NOTICE OF CIVIL SERVICE COMMISSION ACTION

**SUBJECT: REVIEW OF REQUEST FOR APPROVAL OF PROPOSED
PERSONAL SERVICES CONTRACTS NUMBERS 42180-
16/17; 46785-16/17; 45492-16/17; 48405-16/17; 45461-16/17;
45762-16/17; 48737-16/17; 49797-16/17; 41818-16/17; 44670-
16/17; 46987-16/17; 48652-16/17; 44548-16/17; 40120-14/15;
4065-10/11; AND
49137-14/15.**

At its meeting on June 19, 2017 the Civil Service Commission had for its consideration the above matter.

The Commission took the following actions:

1. Approved PSC# 46785-16/17 with the condition the department work with the Executive Officer and provide clarification on the transfer of knowledge and update question 5B and 6B on the PSC Form 1.
2. Approved PSC #41818-16/17 with the condition that the department remove the Contractor's name from the PSC Form 1.
3. Adopted the report and approved the remaining request for proposed Personal Services Contracts. This shall serve to notify the Office of the Controller and the Office of Contract Administration.

If this matter is subject to Code of Civil Procedure (CCP) Section 1094.5, the time within which judicial review must be sought is set forth in CCP Section 1094.6.

PLEASE NOTE: *It is important that a copy of this action be kept in the department files as you will need it in the future as proof of Civil Service Commission approval. Please share it with everyone responsible for follow-up.*

CIVIL SERVICE COMMISSION

MICHAEL L. BROWN
Executive Officer

MICHAEL L. BROWN
EXECUTIVE OFFICER

Attachments

Cc: Cynthia Avakian, Airport
Rod Goree, Municipal Transportation Agency
Jacquie Hale, Department of Public Health
Lavena Holmes, Port
Joan Lubarnersky, General Services Agency
Kimmie Wu, Treasurer/Tax Collector
Jacquie Fong, Contract of Administration
Ben Rosenfield, Controller's Office
Commission File
Chron

Published on *Personal Services Request Database* (<http://apps.sfgov.org/dhrdrupal>)

Home >

POSTING FOR

June 19, 2017

PROPOSED PERSONAL SERVICES CONTRACTS – REGULAR

Commission Hearing Date

2017-06-19

APPLY

PSC No	Dept Designation	PSC Amount	Description of Work	PSC Estimated Start Date	PSC Estimated End Date	Type of Approval
42180 - 16/17	AIRPORT COMMISSION	\$1,500,000.00	The contractor shall provide labor and equipment to service the San Francisco International Airport ("Airport") Airport-owned grease trap equipment. This involves the collection of fat, oil and grease (FOG) from the grease traps, repair and maintenance for the grease trap units, recycling of the collected FOG, training for Airport tenants on the use of the grease trap equipment and reports on the amount of FOG collected and recycled.	June 15, 2017	June 30, 2024	REGULAR
46785 - 16/17	AIRPORT COMMISSION	\$13,000,000.00	The San Francisco International Airport ("Airport") is seeking to replace the existing Common Use Self Service ("CUSS") Passenger Processing system that was originally installed in 2000 and later upgraded in 2007 and 2015. CUSS Passenger Processing systems are specialized systems used solely by airports to allow airlines to share common airport resources used for passenger processing, such as passenger check-in, baggage processing, passenger boarding. The system consists of four tightly integrated core vendor-developed components: 1) virtualized Common Use application, 2) Self Service Kiosk application, 3) Resource Management application, and 4) Airport Operational Data Base. The services will also include supporting the Information Display Systems (IDS), which are used to display flight and baggage information. The Contractors will be responsible for designing, implementing and supporting the system. The total cost for the systems is \$13,000,000. Of that cost, \$6,000,000 is for the professional services maintenance and support of end user equipment, such as computers, printers, scanners and readers. The remainder of the money is anticipated for the purchasing of equipment.	July 1, 2017	June 30, 2022	REGULAR
45492 - 16/17	GENERAL SERVICES AGENCY - CITY ADMIN	\$225,000.00	The City's Sweatfree Contracting Ordinance (Administrative Code Section 12U attached) authorizes the Office of Labor Standards Enforcement (OLSE) to monitor contractors' compliance with the Ordinance. The Ordinance provides that until such time as the City determines that it is able to adequately monitor compliance using City personnel, the City shall enter into a professional services contract with an independent non profit organization for assistance in monitoring compliance. The vendor will monitor compliance by contractors located outside of the Bay Area and abroad which provide goods to the City. Currently, the Ordinance applies only to apparel, garments (uniforms), related accessories and textiles.	July 1, 2017	June 30, 2020	REGULAR
48405 - 16/17	GENERAL SERVICES AGENCY - CITY ADMIN	\$1,250,000.00	Treasure Island and Yerba Buena Island is a former Naval Station that was selected for closure and disposition in 1993. It is in the process of an ownership transfer from the United States Navy to the Treasure Island Development Authority ("TIDA") for civilian use. Approximately 60% of the base has been transferred. TIDA was created by San Francisco Board of Supervisors ("BOS") in 1997 as a non-profit, public benefit corporation dedicated to the redevelopment of the base. The vendor will conduct household needs assessments to determine transitioning household	June 12, 2017	June 9, 2026	REGULAR

PSC No	Dept Designation	PSC Amount	Description of Work	PSC Estimated Start Date	PSC Estimated End Date	Type of Approval
			eligibility for housing and unit needs. Vendor will develop and implement plans for transitioning household interim moves and individual sites plans for transitioning households long term moves to support effective and efficient relocations. The Transition Housing Rules and Regulations were approved by BOS as part of the Disposition and Development Agreement (DDA) in 2011. Some 200 Pre-DDA Households are eligible for Transition Benefits, including a newly constructed Transition Unit, a Base Monthly Rent lesser than Market Rate on the Transition Unit, Moving Assistance, In-Lieu Payments, and opportunity to qualify for For-Sale Inclusionary Housing, among others. Another 200 Post-DDA Households are eligible for Transition Advisory Services.			
45461 - 16/17	GENERAL SERVICES AGENCY - CITY ADMIN	\$105,000.00	The contractor will develop outreach materials and conduct outreach to employers on San Francisco's citywide labor laws. The outreach will target small and medium-sized business, with a focus on immigrant-owned businesses. The scope of work will likely include a) developing content and print and digital outreach materials, b) translating materials, and c) conducting outreach to employers in specified business corridors; and d) conducting media outreach.	June 1, 2017	February 28, 2018	REGULAR
45762 - 16/17	MUNICIPAL TRANSPORTATION AGENCY	\$1,000,000.00	Contractor will provide 24-hour, 7 days a week as-needed roadside assistance and/or towing services for SFMTA's rubber tire revenue vehicles, to include diesel, electric, and electric buses and trolleys.	July 1, 2017	June 30, 2021	REGULAR
48737 - 16/17	PORT	\$1,500,000.00	The Port is the lead City agency for the Seawall Resiliency Project which is expected to cost approximately \$500 million and span 10 years. The Seawall was constructed over 100 years ago and stretches for over three miles from Fisherman's Wharf to Mission Creek along San Francisco's historic waterfront. In order to protect critical infrastructure from seismic vulnerabilities and sea level rise, and ensure that the Seawall continues to function today and for generations to come, the Port is pursuing a plan to upgrade and improve the Seawall, which has sustained a century of erosion and structural deterioration. Port staff anticipate a need for public affairs, communications, and media services contracts, for services that will include, but not be limited to, working with the Port's Communications Director and Communications Division to develop and execute a proactive comprehensive public relations campaign and strategic marketing program for the Seawall Resiliency Project and events to target City residents, especially those in the Southern Waterfront and underrepresented communities.	July 1, 2017	June 30, 2021	REGULAR
49797 - 16/17	PORT	\$3,000,000.00	The Port will issue a Request for Qualifications to establish a pool of pre-qualified consulting teams, specializing in environmental services to provide timely and efficient consulting assistance in meeting environmental and regulatory requirements associated with Port capital project planning, development, property management, maintenance, and maritime operations. Three As-Needed consulting teams will assist Port staff by providing services in the areas of environmental characterization and compliance; air, water, and stormwater permitting and compliance; hazardous materials, hazardous waste, and solid waste management; technical support of Port Projects and Programs; lead and asbestos support; geographic information systems/information management systems support; LEED review and commissioning support; and climate change support. The consultants may work in conjunction with the Port's technical staff or as part of a project team.	January 1, 2017	December 31, 2021	REGULAR
41818 - 16/17	TREASURER/TAX COLLECTOR	\$200,000.00	Provide expert services for general audits of all tax types and specifically on gross receipts. Identify tax compliance issues, review documents, provide guidance and resolution to tax interpretations and opinion. Develop and conduct training to audit staff, and provide	February 8, 2017	February 8, 2019	REGULAR

PSC No	Dept Designation	PSC Amount	Description of Work	PSC Estimated Start Date	PSC Estimated End Date	Type of Approval
			resources/research for various topics of interest such as industry sector specific knowledge and know how. Lead discussions and training on forensic accounting, evaluate internal control. Review and provide feedback on quality control of audit reports to audit team, and provide professional standards review. Edit and augment audit policy and procedures manual to incorporate and evaluate gross receipts tax. Provide analytical report and support to legal staff for taxpayer hearings and resolve dispute cases. Provide resources and professional development to audit staff in areas of interpersonal skills, professional writing, public speaking, conflict management, time management, and taxpayer hearing training.			
44670 - 16/17	PUBLIC HEALTH	\$16,000,000.00	<p>Mental Health Services Act (MHSA)-funded Prevention and Early Intervention (PEI) programs are designed to prevent the initial onset or worsening of mental illness among children, youth, their families, transitional age youth, incarcerated youth and juvenile justice system providers, adults and older adults who exhibit varying levels of risk of developing mental illness include severe psychosis, through peer outreach, screening and response, supportive services, consultation and training. Contractors will provide PEI services in two areas:</p> <p>-School-based Behavioral Health Services, including individual therapy and case management, group counseling, crisis intervention, leadership development, academic support, educational workshops, and family engagement, as well as regular mental health consultation for teachers, support staff and administrators at designated schools.</p> <p>-Population-focused Behavioral Health Services for Latino/a, Mayan, Native American and Socially Isolated Older Adults populations (initially referred to as holistic wellness prevention), including early needs identification and linkage to services; promotion of wellness and awareness to reduce the stigma associated with mental health care; and delivery of services responsive to community members in ways that are respectful and honor each person's heritage and cultural worldview.</p>	July 1, 2017	June 30, 2021	REGULAR
46987 - 16/17	PUBLIC HEALTH	\$75,000,000.00	<p>Culturally appropriate mental health services for children, youth and their families will be provided by multiple contractors, which together form a System of Care to address the broad continuum of needs and illnesses presented by these clients. Services will include outpatient mental health services; educationally related mental health services, success, opportunity, achievement resiliency classrooms, classroom educational enrichment program, intensive supervision and clinical services, residential based mental health outpatient, mental health assessment therapy, collateral and community based wraparound services, specialty Mental Health services, community-based violence and trauma recovery services, community-based day treatment services, short term residential therapeutic programs, intensive treatment foster care and treatment foster care, day treatment services, intensive/day rehabilitative services, therapeutic behavioral services, therapeutic visitation services, and targeted case management.</p>	July 1, 2017	June 30, 2022	REGULAR
48652 - 16/17	PUBLIC HEALTH	\$192,080,000.00	<p>These services will be provided by contractors responding to a new RFP to create a Drug Medi-Cal Organized Delivery System (DMC-ODS) pilot, which tests a new paradigm for the organized delivery of health care services for Medicaid eligible individuals with a substance use disorder. Its purpose is to demonstrate how such a system will increase the success of DMC beneficiaries while decreasing other system health care costs. Critical elements include:</p> <p>-Providing a continuum of care modeled after the American Society of Addiction Medicine (ASAM) Criteria for Substance Use Disorder (SUD) treatment services, which describes specific service levels within Opioid Treatment, Intensive Outpatient, and Residential SUD services;</p>	July 1, 2017	June 30, 2022	REGULAR

PSC No	Dept Designation	PSC Amount	Description of Work	PSC Estimated Start Date	PSC Estimated End Date	Type of Approval
			<ul style="list-style-type: none"> -Increasing local control and accountability, creating utilization controls, and increasing program oversight and integrity; -Requiring evidence-based practices and increasing coordination with other systems of care, including primary care and mental health; -Expanding the SUD treatment workforce by including Licensed Practitioners of Healing Arts; and -Providing more intensive services for the criminal justice population. <p>Services will:</p> <ul style="list-style-type: none"> -Prioritize services to specific populations, including persons who are Black/African American, homeless, incarcerated or involved with the criminal/juvenile justice systems/Drug Court, adolescents aged 10-18 years old, Transitional Aged Youth (TAY) aged 18-24 years old, Lesbian/Gay/Bisexual/Transgender/Queer/Questioning/Intersex/Ally/Two-Spirit, Pregnant/Parenting women with children, and/or whose primary substance is alcohol. -Prioritize services in specific geographic areas, including Hayes Valley/Tenderloin/North of Market, South of Market, Bernal Heights/Inner Mission/94110, Bayview Hunter's Point/94124, and Southeast/Visitacion Valley/Sunnydale/94134 -Include patient engagement and peer support, medication assisted treatment, withdrawal management, case management, and recovery services and supports, with appropriate integration of adolescent-specific considerations, pregnant women and women with dependent children residential treatment requirements, evidence-based practices, DMC-ODS compliant policies and regulations, electronic health records and data systems, evaluation and quality improvement, workforce development and staffing, ancillary treatment and outreach services. 			
44548 - 15/17	AIRPORT COMMISSION	\$9,500,000.00	<p>Contractor will be responsible for operation, management and administration of the Medical Clinic at the San Francisco International Airport (SFO). Medical clinic services including travel medicine, urgent care and occupational health services for San Francisco International Airport (SFO) passengers, visitors, Airport Commission (Airport) employees, and employees of SFO tenants.</p>	June 1, 2017	December 31, 2024	REGULAR

TOTAL AMOUNT \$314,360,000

Posting For June 19, 2017

Proposed Modifications to Personal Services Contracts

Commission Hearing Date

2017-06-19

APPLY

PSC Number	Commission Hearing Date	Department	Additional Amount	Cumulative Total	Description	Start Date	End Date	Approval Type
40120 - 14/15 - MODIFICATIONS	June 19, 2017	AIRPORT COMMISSION -- AIR	\$1,500,000	\$2,500,000	Provide consultation services to prepare San Francisco International Airport (SFO) Information Technology and Telecommunications (ITT) division for certification in International Organization for Standardization (ISO) Standard 20000 Service Management, ISO Standard 22301 Business Continuity Management, and ISO Standard 27001 Information Security Management.	10/01/2020	10/01/2021	REGULAR
4065-10/11 - MODIFICATIONS	June 19, 2017	PUBLIC HEALTH -- DPH	\$30,000,000	\$57,167,907	Contractor will provide intermittent, as needed temporary, on-call professional radiology technologists with on-call availability, 7 days per week. Registry personnel will be available on 24-hour notice to back-up civil service employees during scheduled and unscheduled staff absences.	07/01/2017	06/30/2022	REGULAR
49137 - 14/15 - MODIFICATIONS	June 19, 2017	PUBLIC HEALTH -- DPH	\$40,000,000	\$58,000,000	Contractors will provide San Francisco General Hospital (SFGH) and Laguna Honda Hospital (LHH) a continuous, reliable source of intermittent, supplemental, and travel nursing personnel during high patient census, high acuity, unexpected staff illnesses and/or vacations, and to meet State nurse-to-patient staffing ratio requirements. In addition, SFGH is scheduled to transition to a new acute care facility in December of 2015. In order for that transition to be successful, the current staff will require training on the new equipment, technology, patient flow and workflow processes. Supplemental contract nurses and ancillary personnel will be necessary to provide surge capacity in order to backfill SFGH staff while they attend training sessions and scheduled "day-in-the-life" training simulations. Scope Change: The largest change to the scope is to provide for back-fill services for the readiness efforts for the SFDPH EHR project. Similar to what was done for the ZSFG rebuild project, the SFDPH EHR project will require back-fill staffing for nurses while they attend training on a new EHR. While the ZSFG project only affected the ZSFG campus, the SFDPH EHR project will cover all of the Department which includes Laguna Honda Hospital, the primary care clinics, and Jail Health. In addition, in the summer of 2017, the Department anticipates	05/01/2017	12/31/2021	REGULAR

PSC Number	Commission Hearing Date	Department	Additional Amount	Cumulative Total	Description	Start Date	End Date	Approval Type
					that the medical respite center will be fully functional, and will increase the need for qualified Certified Nursing Assistants (CNAs) to staff this program.			

TOTAL AMOUNT \$71,500,000

Introduction Form

By a Member of the Board of Supervisors or Mayor

BOS
 2011
 Time stamp
 or meeting date 2:11
 AK

I hereby submit the following item for introduction (select only one):

- 1. For reference to Committee. (An Ordinance, Resolution, Motion or Charter Amendment).
- 2. Request for next printed agenda Without Reference to Committee.
- 3. Request for hearing on a subject matter at Committee.
- 4. Request for letter beginning : "Supervisor [] inquiries"
- 5. City Attorney Request.
- 6. Call File No. [] from Committee.
- 7. Budget Analyst request (attached written motion).
- 8. Substitute Legislation File No. []
- 9. Reactivate File No. []
- 10. Question(s) submitted for Mayoral Appearance before the BOS on []

Please check the appropriate boxes. The proposed legislation should be forwarded to the following:

- Small Business Commission
- Youth Commission
- Ethics Commission
- Planning Commission
- Building Inspection Commission

Note: For the Imperative Agenda (a resolution not on the printed agenda), use the Imperative Form.

Sponsor(s):

Supervisor Kim

Subject:

Professional Service Agreement with Associated Right of Way Services, Inc.

The text is listed:

Resolution Approving a Professional Services Contract for Relocation Services between Treasure Island Development Authority and Associated Right of Way Services, Inc.

Signature of Sponsoring Supervisor:

For Clerk's Use Only

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

City Elective Officer Information <i>(Please print clearly.)</i>	
Name of City elective officer(s):	City elective office(s) held:
Members, Board of Supervisors	Members, Board of Supervisors

Contractor Information <i>(Please print clearly.)</i>	
Name of contractor: Associated Right of Way Services, 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: 2300 Contra Costa Blvd., Suite #525, Pleasant Hill, CA 94523	
Date that contract was approved:	Amount of contract: Not to exceed \$1,250,000 over the initial 5 year term
Describe the nature of the contract that was approved: Professional Services Contract for relocation services between Treasure Island Development Authority and Associated Right of Way Services, Inc.	
Comments:	

This contract was approved by (check applicable):

- the City elective officer(s) identified on this form (Mayor, Edwin M. Lee)
- 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

Filer Information <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 Place	E-mail: Board.of.Supervisors@sfgov.gov

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



2300 Contra Costa Blvd., Suite #525
 Pleasant Hill, California 94523
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 916.646.6908
 800.558.5151 (toll free)
 Email

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AR/WS Staff

Associated Right of Way Services, Inc.

Corporate Staff



Mark apHugh
 SR/WA
 Right of Way Consultant/Appraiser
 Acquisition Services
 Appraisal Services



Kelly Balog
 Administrative Assistant
 Administrative Support Services



W. Kent Berrien
 Appraiser/Right of Way Consultant
 Appraisal Services/Acquisition Services



Ty Cademartori
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Steven L. Castellano
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 Right of Way Consultant
 Project Management
 Acquisition Services



Larry Castellanos
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 Vice President / Appraiser
 Appraisal Services
 Project Management



Karen Coufo
 MAI, SR/WA
 Appraiser
 Appraisal Services



Teresa Derdarian
 Project Coordinator



Gary Dowd
 Right of Way Consultant
 Project Management
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Brian Drake
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 Appraiser
 Appraisal Services



W. Matthew Dunn
 Right of Way Consultant
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Karen Eddleman
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 Project Management
 Relocation Services



Chelsea Estrada
 RWA
 Right of Way Consultant
 Acquisition Services



Samantha Greenlee
 Administrative Assistant



Brad Henderson
 Right of Way Consultant
 Relocation Services
 Acquisition Services



Steve Hertstein
 RWP
 Right of Way Consultant
 Acquisition Services



Denise Jackson
SHRM-CP, PHR
Vice President Finance

Business Management
Human Resources



Jiries Jajeh
Land Rights Research Technician



Zalina Kotaeva
Right of Way Technician



Michelle LeClair
Accounting Clerk



Maureen Loza
Right of Way Consultant

Relocation Services



Andrew Marchesano
Right of Way Technician



Sandra McCracken
Land Rights Research Lead



Hugh "Bruz" Meade
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Cyndi Pagan
Administrative Assistant

Administrative Support Services



April Penno
Accounting Manager



Emily Plurkowski
Right of Way Technician



Mark Ricards
SR/WA
Right of Way Consultant

Project Management
Acquisition Services
Utility Coordination



James B. Richards
Right of Way Consultant

Program Management
Project Management



Marisol Roesel
Right of Way Technician



Eric Roman
SR/WA, R/W-AC
Appraiser

Appraisal Management
Appraisal Services



Matt Schock
RWA, R/W-AC
Business Director/Appraiser

New Business/Appraisal Services



Keith Shintani
RWP-R/W-AC
Right of Way Consultant

Technical Support Services



Lindsey Sonnen
Land Rights Research Lead



Alesia Strauch
SR/WA, R/W-RAC
Right of Way Consultant

Acquisition Services
Relocation Services



Bill Tannenbaum
SR/WA
Partner / President

Program/Project Management



Lorraine Williams
Land Rights Research Technician



Erik Woodhouse
MAI, R/W-AC
Appraiser

Appraisal Services



Chadwick Wyler
RWP
Right of Way Consultant

Acquisition Services



Rosalyn Zeigler
SR/WA, R/W-RAC
Right of Way Consultant

Acquisition Services
Relocation Services