

File No. 150067

Committee Item No. A
Board Item No. _____

COMMITTEE/BOARD OF SUPERVISORS
AGENDA PACKET CONTENTS LIST

Committee: Budget & Finance Committee

Date February 25, 2015

Board of Supervisors Meeting

Date _____

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Completed by: Linda Wong Date February 20, 2015
Completed by: _____ Date _____

1 [Emergency Contracts - Design Space Modular Buildings, Inc., McGuire and Hester, and
2 Albert Electric - Interim Fire Station 48 - Not to Exceed \$2,500,000]

3 **Resolution approving four emergency public work contracts under Administrative**
4 **Code, Section 6.60, with Design Space Modular Buildings, Inc., McGuire and Hester,**
5 **and Albert Electric, to expedite procurement and installation of interim structures**
6 **which will comprise Fire Station 48 to house fire operations on Treasure Island with a**
7 **total aggregate amount of all four contracts not to exceed \$2,500,000.**

8
9 WHEREAS, In 1997 the Navy closed and ceased naval operations on the former Naval
10 Station Treasure Island; and

11 WHEREAS, Since the closure, the San Francisco Fire Department (SFFD) has served
12 the community on Treasure Island and Yerba Buena Island, providing critical emergency
13 services and protecting the lives and property of residents and businesses on the islands; and

14 WHEREAS, SFFD operated a fire station on Treasure Island out of the former Navy
15 Fire Station on Avenue D which was designated Fire Station 48 (Station) by the SFFD; and

16 WHEREAS, In March of 2014, surveys performed by the SFFD revealed the presence
17 of mold in the structure which required that the structure be vacated, and it was subsequently
18 determined that this structure on Avenue D could not be rehabilitated to meet SFFD and
19 accessibility standards; and

20 WHEREAS, Members of the Station were moved to the SFFD's training facility on
21 Avenue M which was converted into temporary living quarters and fire station; and

22 WHEREAS, Due to the Treasure Island redevelopment plan, a new fire station will not
23 be constructed for approximately eight to ten years; and

1 WHEREAS, In addition, the use of the SFFD's training facility as a temporary fire
2 station has prevented the SFFD from training their Recruit Academy Classes; and

3 WHEREAS, The request and justification for a temporary fire station with a projected
4 lifespan of fifteen years is outlined in the September 22, 2014, letter from Chief Joanne
5 Hayes-White to San Francisco Public Works (Public Works) Director Mohammed Nuru; this
6 letter is on file with the Clerk of the Board of Supervisors in File No. 150067, which is hereby
7 declared to be a part of this resolution as if set forth fully herein; and

8 WHEREAS, The Treasure Island Director, Robert Beck, requested a declaration of
9 emergency in a letter to Director Nuru dated October 7, 2014, to erect temporary structures to
10 function as Fire Station; this letter is on file with the Clerk of the Board of Supervisors in File
11 No. 150067, which is hereby declared to be a part of this resolution as if set forth fully herein;
12 and

13 WHEREAS, Director Nuru declared an emergency on October 7, 2014, affirming and
14 recognizing that the situation on the islands jeopardizes the health, safety and property of the
15 Citizens of the City and County of San Francisco; the Emergency Order and Award is on file
16 with the Clerk of the Board of Supervisors in File No. 150067, which is hereby declared to be
17 a part of this resolution as if set forth fully herein; and

18 WHEREAS, Administrative Code, Section 6.60, authorizes department heads
19 responsible for public work to award an emergency contract, exempt from the competitive
20 bidding process, in the event of an actual emergency which includes the "breakdown or
21 imminent breakdown of any plant, equipment, structure, street or public work necessitating
22 immediate emergency repair or reconditioning to safeguard the lives or property of the
23 citizens; or the property of the City and County; or to maintain the public health or welfare;"
24 and

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

3 WHEREAS, The cost to install instant and modular structures on Treasure Island as
4 well as provide the necessary infrastructure including water, sewer and electrical design
5 including specific emergency alarms, telecom/data, public address systems, and other
6 systems specific to fire station operations is \$1,925,363; and

7 WHEREAS, Public Works has executed a contract valued at \$1,021,739 with Design
8 Space Modular Buildings, Inc., to purchase and install a modular office complex that is 108' x
9 60' and which will serve as temporary barracks and operation center for the Station; and

10 WHEREAS, Public Works has executed an additional contract valued at \$276,732 with
11 Design Space Modular Buildings, Inc., to purchase and install an instant structure
12 manufactured by Sprung Instant Structures, Inc. that is 60' x 75' and which will serve as a
13 temporary garage for SFFD fire equipment and vehicles; and

14 WHEREAS, Public Works has executed a contract valued at \$259,892 with McGuire
15 and Hester to complete preparatory infrastructure work related to underground utilities for the
16 temporary structures; and

17 WHEREAS, Public Works has executed a contract valued at \$367,000 with Albert
18 Electric for the design and installation of all electrical and lighting infrastructure for the
19 temporary structures; and

20 WHEREAS, Public Works is requesting a not to exceed value of \$2,500,000
21 because an adequate construction contingency should be provided to address any
22 unforeseen existing site conditions of the former Navy base including but not limited to
23 possible special hazardous material construction protocols, hazardous material remediation,
24 and similar potential unknowns; and
25

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

3 RESOLVED, That the Board of Supervisors approves and authorizes the Director of
4 San Francisco Public Works to proceed with all work necessary to procure and install two
5 temporary structures which will comprise Fire Station 48 on Treasure Island with aggregate
6 contract amounts not to exceed \$2,500,000; and, be it

7 FURTHER RESOLVED, That actions taken to date by Public Works to secure such
8 emergency contracts and resolve the emergency condition are hereby ratified; and, be it

9 FURTHER RESOLVED, That within thirty (30) days of the contracts being fully
10 executed by all parties, Public Works shall provide the final contracts to the Clerk of the Board
11 for inclusion into the official file.

<p>Item 4 File 15-0067</p>	<p>Department: General Services Agency - Department of Public Works (DPW)</p>
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EXECUTIVE SUMMARY

Legislative Objectives

The proposed resolution would approve four emergency public works contracts under Administrative Code, Section 6.60 to construct a temporary modular fire station on Treasure Island for a total amount not to exceed \$2,500,000 for the four contracts collectively.

Key Points

- During an inspection on March 2014, mold was discovered in Fire Station 48 on Treasure Island. In consultation with a mold consultant, the Department of Public Works (DPW) declared the facility unusable, and temporarily moved the fire operations to the nearby San Francisco Fire Department (SFFD) training facility on Treasure Island.
- Construction of a new permanent fire station is planned as part of the Treasure Island redevelopment. However, it will not be constructed for approximately eight years, or until 2023. Therefore, SFFD needs a temporary fire station in the interim.
- In October 2014, the DPW Director declared an emergency situation and awarded four construction contracts to build a temporary fire station. The construction is currently underway, and SFFD expects to move into the temporary fire station by April 2015.

Fiscal Impact

- The total project cost for the temporary fire station on Treasure Island is \$3,000,000, of which \$2,500,000 is for the four contracts, and \$500,000 is for DPW costs and reserves. Of the \$3,000,000, \$1,500,000 was previously appropriated in SFFD’s FY 2014-15 budget, and the \$1,500,000 comes from Earthquake Safety and Emergency Response (ESER) bonds.

Policy Consideration

- The Budget and Legislative Analyst does not consider the construction of a temporary fire station on Treasure Island to be an emergency as defined by Administrative Code Section 6.60. Mold was discovered in Treasure Island Fire Station 48 in March of 2014, which is almost one year ago.
- ESER General Obligation Bonds are intended for long-term seismic and safety improvements to neighborhood fire stations, and DPW is now recommending use of ESER bond proceeds to fund a temporary, modular fire station on Treasure Island.

Recommendations

- Request the City Attorney to report back to the Board of Supervisors about options to amend the Administrative Code for the purposes of limiting the ability of City Departments to award emergency contracts that authorize the waiver of the City’s normally required competitive bidding procedures.
- Approval of the proposed resolution is a policy matter because (1) the resolution waives the competitive bid process for four contracts under Administrative Code Section 6.60 although these contracts could have been awarded through the City’s normally required competitive bid procedures; and (2) the construction of the temporary modular fire station on Treasure Island will be partially funded by ESER bond proceeds, which are intended for long-term seismic and safety improvements to the neighborhood fire stations.

MANDATE STATEMENT / BACKGROUND**Mandate Statement**

Administrative Code Section 6.60(D) states that contracts entered into for emergency work in the amount of \$250,000 or more are subject to Board of Supervisors approval. Section 6.60(D) also states that if the emergency work must be accomplished prior to obtaining Board of Supervisors approval, department heads may enter into the necessary contract, notify the Controller and Board of Supervisors, and seek Board of Supervisors approval as soon as conditions permit.

The Administrative Code defines an "actual emergency" as a sudden, unforeseeable and unexpected occurrence involving a clear and imminent danger, demanding immediate action to prevent or mitigate loss of or damage to life, health, property or essential public services. An actual emergency also means the discovery of any condition involving a clear and imminent danger to public health or safety, and demanding immediate action.

Background

Since the U.S. Navy closed operations on Treasure Island and Yerba Buena Island in 1997, the San Francisco Fire Department (SFFD) has provided emergency services for both islands operating out of Fire Station 48, a former Navy fire station located at 849 Avenue D on Treasure Island.

During an inspection by Pro Tech Consulting and Engineering on March 6, 2014, mold was discovered in Fire Station 48. Immediately upon learning this, SFFD moved firefighters and operations from the station to the nearby SFFD training facility located at 649 Avenue N on Treasure Island. SFFD converted classrooms into living quarters and created a temporary fire station at their training facility.

On March 28, 2014, the Department of Public Works (DPW), along with a mold consultant, released a rapid assessment report of Fire Station 48 stating the mold abatement costs would be approximately \$4,000,000. This cost does not include other building conditions that are not currently in compliance with the code and would need to be addressed, including a separate men's and women's bathroom and full Americans with Disabilities Act (ADA) accessibility. Given the circumstances, the report recommended that SFFD not rehabilitate the property.

Under the Disposition and Development Agreement between the Treasure Island Development Authority (TIDA) and the master developer, Treasure Island Community Development, the master developer will be required to construct a new joint-use police and fire station on Treasure Island, in approximately 2023 or eight years. SFFD is unable to use the existing Fire Station 48 because of the mold condition which is a danger to firefighters in the facility. Since construction of a new station is not planned for approximately eight years, SFFD wants to construct a temporary fire station on Treasure Island. SFFD does not consider long term use of

the training facility as a fire station to be feasible because the training facility does not provide covered space for fire apparatus, and the facility is needed for fire academies.¹

DETAILS OF PROPOSED LEGISLATION

The proposed resolution would approve four emergency public works contracts under Administrative Code, Section 6.60 with (1) Design Space Modular Buildings, Inc. (two separate contracts), (2) McGuire and Hester, and (3) Albert Electric to expedite procurement and installation of temporary modular structures and related infrastructure to serve as a temporary fire station on Treasure Island including: water, sewer, electrical design, emergency alarms, telecom/data and public address systems to house fire operations on Treasure Island for a total amount not to exceed \$2,500,000 for the four contracts collectively.

SFFD requested funding from the Director of Capital Planning in April 2014 to construct a temporary fire station on Treasure Island. The SFFD FY 2014-15 budget as previously appropriated by the Board of Supervisors included \$1.5 million to construct a temporary fire station on Treasure Island.

SFFD provided information and specifications of the modular structures and infrastructure to the Office of Contract Administration (OCA) in July 2014 with the intention that the project would go out to bid in August 2014. However, upon reviewing the materials, the City Administrator recommended that the project be reassigned to DPW. In a September 22, 2014 letter to DPW, the Fire Chief requested that DPW expedite the construction of a temporary fire station on Treasure Island until the new permanent fire station is constructed in 2023. At the request of the TIDA Director, the Director of DPW declared an emergency on October 7, 2014 due to the lack of adequate fire facilities on Treasure Island, and awarded the four contracts to construct the temporary facility without conducting a competitive bid (see Policy Consideration Section below).

FISCAL IMPACT

The total estimated project costs for the temporary fire station on Treasure Island is \$3,000,000, of which \$2,500,000 is for the four emergency contracts noted above and \$500,000 is for DPW in-house design and project management and project contingencies. \$1,500,000 was previously appropriated by the Board of Supervisors in SFFD's FY 2014-15 budget, and the balance of \$1,500,000 will come from Earthquake Safety and Emergency Response (ESER) General Obligation Bond proceeds, previously appropriated by the Board of Supervisors for neighborhood fire station improvements.

Interim Fire Station 48 Construction Costs

DPW determined that in order to build the temporary fire station, DPW needed to procure services to construct:

¹ According to Assistant Deputy Chief Ken Lombardi, SFFD conducted academy classes in March 2014 and during the Fall of 2014 at a smaller training facility at Folsom Street & 19th Street.

1. A modular structure for barracks and operations;
2. A temporary garage structure;
3. Underground utilities infrastructure including water and sewer; and
4. Electrical and lighting infrastructure including emergency alarms, telecom/data, and public address systems.

DPW selected three contractors: Design Space Modular Buildings, McGuire & Hester, and Albert Electric to complete the four tasks necessary to build the interim fire station. Due to the emergency nature of the work, the contractors were not procured through the City’s normally required competitive bid process. Such waivers to the City’s normally required competitive bid process are authorized for emergency contracts in accordance with Administrative Code 6.60. According to Mr. Charles Higuera, DPW Project Manager, the contractors were selected based on their readiness to respond, as well as their prior history working with the City. Details of the four contracts which collectively total \$2,500,000 are provided in Table 1 below.

Table 1: Interim Fire Station 48 Emergency Construction Contract Details

Contractor	Item	Estimated Cost
Design Space Modular Buildings	108' x 60' modular office complex to serve as barracks and operation center	\$1,021,739
Design Space Modular Buildings	60' x 75' temporary garage structure	\$276,732
McGuire & Hester	Preparatory infrastructure work related to underground utilities	\$259,892
Albert Electric (LBE)	Electrical and lighting infrastructure for temporary structures	\$367,000
	Subtotal	\$1,925,363
	30% Contingency*	\$574,637
	Total Emergency Contracts Request	\$2,500,000

According to DPW, conventionally delivered projects generally include a design contingency of 20-25%. Given the emergency nature of this contract, a larger contingency was included by DPW to account for unforeseen expenses related to design and construction including possible special hazardous material construction protocols and hazardous material remediation.

According to Mr. Higuera, the prices quoted by the three contractors are reasonable based on DPW’s prior experience.

To date, DPW has expended \$286,361, and encumbered \$1,817,230 of the total \$3,000,000 project budget as shown in Table 2 below.

Table 2: Amount of Funding Expended, Encumbered & Remaining to Date

	DPW In-House Design & Project Management	Construction Contracts and Contingency	Project Reserve	Total
<u>Actual Expenditures</u>				
FY 2014-15 Budget	\$47,292	\$79,246		\$126,538
ESER 2014 Bond	19,273	140,550		159,823
Subtotal	66,565	219,796	0	286,361
<u>Encumbered</u>				
FY 2014-15 Budget		1,343,887		1,343,887
ESER 2014 Bond		473,344		473,344
Subtotal	0	1,817,231	0	1,817,231
<u>Balance</u>				
FY 2014-15 Budget	10,836	18,740		29,576
ESER 2014 Bond	247,185	488,349	131,299	866,833
Subtotal	258,021	507,089	131,299	896,409
Total	\$324,586	\$2,544,116	\$131,299	\$3,000,000

Source: DPW

Project Timeline

Construction on the interim Fire Station 48 commenced in December 2014 and is expected to be complete by March 2015. Currently, installation of site utilities at the location is underway and construction of the modular fire station is taking place off-site. SFFD is expected to move in to the interim facilities by April 2015.

POLICY CONSIDERATIONEmergency Contracts

The Budget and Legislative Analyst does not consider the construction of a temporary fire station on Treasure Island to be an emergency as defined by Administrative Code Section 6.60. Mold was discovered in Treasure Island Fire Station 48 in March of 2014, which is almost one year ago. During the planning process for the temporary facility that occurred over the last year, there were several points during which the respective City departments could have moved forward with the City's normally required competitive bid process to accomplish the work needed for construction of the temporary fire station on Treasure Island.

According to Mr. Higuera, DPW Project Manager, terminating the four existing contracts and conducting a competitive process for new contractors is not feasible at this time because construction began in December 2014 and is scheduled for completion in April 2015.

The City Attorney should be requested to report back to the Board of Supervisors about options to amend the Administrative Code for the purposes of limiting the ability of City Departments to award emergency contracts that authorize the waiver of the City's competitive bidding process.

ESER Bonds

As discussed above, DPW intends to use \$1,500,000 in Earthquake Safety and Emergency Response (ESER) General Obligation Bond proceeds to partially fund DPW and contractor costs to construct the temporary fire station. Initial planning for use of the ESER bonds for the neighborhood fire stations did not include the permanent fire station on Treasure Island, which will be constructed by the developer in 2023 as part of the redevelopment of Treasure Island. Also, the ESER bonds are intended for long-term seismic and safety improvements to the neighborhood fire stations, but DPW is now recommending use of ESER bond proceeds to fund a temporary, modular fire station on Treasure Island prior to construction of the permanent fire station by the developer. Both the City Attorney's Office and the Office of Public Finance have determined that this is an allowable use of bond funds.

RECOMMENDATIONS

1. Request the City Attorney to report back to the Board of Supervisors about options to amend the Administrative Code for the purposes of limiting the ability of City Departments to award emergency contracts that authorize the waiver of the City's normally required competitive bidding procedures.
2. Approval of the proposed resolution is a policy matter for the Board of Supervisors because (1) the resolution waives the competitive bid process for four contracts under Administrative Code Section 6.60 although these contracts could have been awarded through the City's normally required competitive bid procedures; and (2) the construction of the temporary modular fire station on Treasure Island will be partially funded by Earthquake Safety and Emergency Response (ESER) bond proceeds, which are intended for long-term seismic and safety improvements to the neighborhood fire stations.



Edwin M. Lee
Mayor

Mohammed Nuru
Director

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

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January 21, 2015

RECEIVED
BOARD OF SUPERVISORS
SAN FRANCISCO

2015 JAN 21 AM 11:18

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

Dear Ms. Calvillo:

Attached please find an original and two copies of a proposed resolution for Board of Supervisors approval, which ratifies the declaration of emergency and subsequent actions taken to date by San Francisco Public Works to procure and install interim structures to house fire operations on Treasure Island. The structure previously housing members of the San Francisco Fire Department and equipment for Fire Station 48 was deemed uninhabitable due to a hazardous mold condition. Public Works, at the request of the Director of Treasure Island, declared an emergency under Administrative Code Section 6.60 to safeguard the lives and property of the citizens of San Francisco and to maintain the public health and welfare.

The following is a list of three sets each of the accompanying documents:

- September 22, 2014, letter from San Francisco Fire Department Chief Joanne Hayes-White to San Francisco Public Works Director Mohammed Nuru;
- October 7, 2014, letter from Treasure Island Director, Robert Beck to San Francisco Public Works Director Mohammed Nuru;
- October 7, 2014, San Francisco Public Works emergency order and award signed by Director Nuru as the mayor's designee;
- Contract for \$1,021,739 with Design Space Modular Buildings, Inc., to purchase and install a modular office complex which will serve as temporary barracks and operation center for Fire Station 48 (final executed version in process); and
- Contract for \$276,732 with Design Space Modular Buildings, Inc., to purchase and install an instant structure manufactured by Sprung Instant Structures, Inc. which will serve as a temporary garage for SFFD fire equipment and vehicles (final executed version in process); and
- Contract for \$259,892 with McGuire & Hester to complete preparatory infrastructure work related to underground utilities for the temporary structures (final executed version in process); and

- Contract for \$367,000 with Albert Electric for the design and installation of all electrical and lighting infrastructure for the temporary structures (final executed version in process).

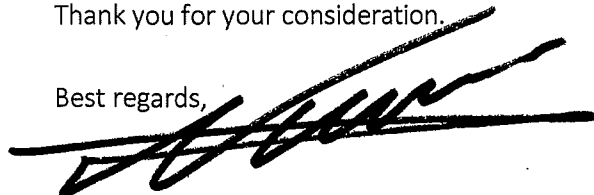
Pursuant to San Francisco Administrative Code Section 6.60, because the emergency work exceeds \$250,000, and the work did not permit that the required approvals be obtained prior to commencement of said work, San Francisco Public Works is seeking approval of this resolution by the Board of Supervisors.

The following person may be contacted regarding this matter:

Stacey Camillo, Division Manager, Contract Administration at (415) 554-4886.

Thank you for your consideration.

Best regards,



Mohammed Nuru

JOANNE HAYES-WHITE
CHIEF OF DEPARTMENT



EDWIN M. LEE
MAYOR

RECEIVED

14 SEP 23 PM 12:19

SAN FRANCISCO FIRE DEPARTMENT
DEPT. PUBLIC WORKS
CITY AND COUNTY OF SAN FRANCISCO
DIRECTOR'S OFFICE

September 22, 2014

Mohammed Nuru
Director
1 Dr. Carlton B. Goodlett Place
City Hall, Room 348
San Francisco, CA 94102

Dear Mohammed,

On March 6, 2014, the San Francisco Fire Department received a mold report from Pro-Tech regarding Fire Station 48, at 849 Avenue D, Treasure Island (TI). After reviewing the report, for health and safety reasons, the Department decided to immediately move members out of the Fire Station until the mold problem could be remediated. The members of Station 48 were moved on March 7, 2014 to the Department's Training Facility on TI. The Department converted the classrooms of the Training Facility into living quarters and rerouted all electronic communications to that facility, converting it into a temporary Fire Station.

On March 26, 2014 SFFD had a mold consultant, along with a DPW team consisting of a Project Manager, Architect, Construction Manager, Engineers and a Cost Estimator, compile a rapid assessment report of Station 48. The report was issued on March 28, 2014, and indicated that the costs to abate the mold would be upwards of \$4 Million. Furthermore, this assessment report did not take into account making separate men and women's restrooms and other functions of a modern Fire Station, including full accessibility. As a result, it was recommended that the Fire Department not rehabilitate this property, considering building ownership, cost restraints, redevelopment of Treasure Island and Treasure Island Development Authority (TIDA) concerns.

In early April, the Department consulted with TIDA about constructing a new Fire Station. TIDA indicated that the SFFD would not be allowed to build a permanent structure on TI until after the redevelopment phase. A Fire Station is planned during the redevelopment phase, but in all reality it will not be constructed for 8-10 years. Thus, it was determined that the best solution for a temporary Station would be modular units, with a projected lifespan of 15 years.

On April 16, 2014, the Department sent a letter to the Director of Capital Planning, requesting an additional \$2 Million to fund construction and relocation costs of temporary housing. The Department worked with the Mayor's Budget Office to secure additional funding. New funds were included in the 2014/15 Fiscal Year budget.

The Fire Department forwarded specifications for the modular housing to the Office of Contract Administration (OCA) in early July, in anticipation of funds being released and available in early August for

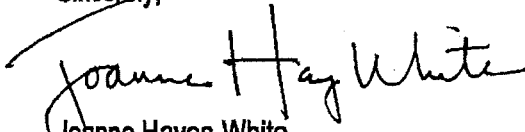
the project to immediately go out to bid. The first week of August, the City Administrator recommended that the project be pulled from OCA and reassigned to DPW. The Department immediately sent the specifications to DPW.

Current operations at the temporary facility, located on our training grounds, are far from ideal. Although our members' health and safety are no longer at risk, this is by no means a permanent solution, nor is it intended to be. We can no longer train our Recruit Academy classes in our Training Facility. Our vehicles continue to be stored outside in ocean air, without protection. The Department and Station 48 members are not satisfied with the current accommodations, as they are not up to the standards of other Fire Stations in the City.

Creating a new temporary Fire Station is a top priority for the Fire Department and I am requesting that this project be expedited. In addition, please provide the Department with a timeline of the progression, including when the project will go out to bid and ending when members will move into the new structure.

Thank you for all of the work DPW continues to do for the Fire Department and for your attention to this matter. I look forward to hearing from you.

Sincerely,



Joanne Hayes-White
Chief of Department

CITY & COUNTY OF SAN FRANCISCO



ROBERT BECK
TREASURE ISLAND DIRECTOR

TREASURE ISLAND DEVELOPMENT AUTHORITY
ONE AVENUE OF THE PALMS,
2ND FLOOR, TREASURE ISLAND
SAN FRANCISCO, CA 94130
(415) 274-0660 FAX (415) 274-0299
WWW.SFTREASUREISLAND.ORG

October 7, 2014

Mohammed Nuru
Director, Department of Public Works
City and County of San Francisco
1 Dr. Carlton B. Goodlett Place
City Hall, Room 348
San Francisco, CA 94102

Subject: Emergency Declaration and Request for Public Works' Assistance to Expedite Procurement and Installation of Interim Structures to House Fire Operations

Director Nuru:

I write to provide the following information as to an emergency situation which has arisen on Treasure Island. As you know, in 1997 the Navy closed the former Naval Station Treasure Island and ceased naval operations on Treasure Island. Since that time, the San Francisco Fire Department ("SFFD") has served the community on Treasure Island and Yerba Buena Island, providing critical emergency services and protecting the lives and property of residents and businesses on the islands.

Until March of 2014, SFFD operated out of the former Navy Fire Station on Avenue D (designated Station 48 by the SFFD). In March of this year, however, surveys performed by the SFFD revealed the presence of mold in the structure which required that the structure be vacated.

In the redevelopment of Treasure Island, Treasure Island Community Development, the master developer, will be required to construct a new joint-use Police and Fire Station on Treasure Island, but not until 2023 under the current schedule for development and the terms of the Disposition and Development Agreement.

In order to provide continuity of protection for the island, SFFD outfitted existing classrooms at the Fire Training Facility on Avenue M to serve as temporary dormitory and operations facilities for the firefighters displaced from Station 48. Although not suitable as a long-term interim facility, in the face of the immediate need for alternative facilities, the Fire Training Facility provided the most readily adaptable space to house the firefighters under these exigent circumstances. The facilities are not, however, on par with those typically provided for SFFD staff, and the Fire Training Facility does not have any covered space where the fire apparatuses assigned to Station 48 can be protected from the elements.

Letter to Director Nuru
Re: Emergency Declaration
October 7, 2014

Page 2 of 2

SFFD, working with the Department of Public Works ("Public Works") and the Treasure Island Development Authority ("TIDA"), has determined that the best solution for providing an interim fire facility to serve the islands for the next ten years will be to procure and install prefabricated and modular structures. SFFD and Public Works have inspected similar installations in San Mateo and Novato and have developed program requirements for the specification of the structures to be provided. The final value of such work is unknown at this point and will most definitely exceed \$250,000.

As the Treasure Island Director and in order to safeguard the lives and property of the citizens of San Francisco, I am requesting that Public Works declare an emergency pursuant to San Francisco Administrative Code Section 6.60, and request Public Works move with all expedience to procure and install interim structures to house fire operations on Treasure Island, improving the living and working conditions of the firefighters who protect the residents, commercial tenants, and visitors to Treasure Island, and providing shelter for the critical fire apparatuses assigned to Station 48.

Yours truly,



Robert Beck
Treasure Island Director

cc: Chief Joanne Hayes-White, San Francisco Fire Department
Ken Lombardi, Assistant Deputy Chief, San Francisco Fire Department
Edgar Lopez, Deputy Director, Department of Public Works



GENERAL - DIRECTOR'S OFFICE

City Hall, Room 348

1 Dr. Carlton B. Goodlett Place, S.F., CA 94102

(415) 554-6920 ■ www.sfdpw.org



Edwin M. Lee, Mayor
Mohammed Nuru, Director

DPW Order No: 182999

**CITY AND COUNTY OF SAN FRANCISCO
DEPARTMENT OF PUBLIC WORKS**

EMERGENCY DECLARED AND CONTRACTS AWARDED

An **Emergency** exists as a result of the lack of adequate fire facilities for the protection of the residents and property on Treasure Island. The Treasure Island Director, Robert Beck, declared an emergency as a result of this situation which jeopardizes the health, safety and property of the citizens of the City & County of San Francisco.

Therefore, in order to move forward with the project to procure a design firm, obtain the temporary structures and provide the infrastructure support for the structures, **an Emergency is declared to exist** under the provisions of Section 6.60 of the San Francisco Administrative Code, and

Design Space Modular Buildings, Inc.
1935 Camino Vida Roble, Ste 210
Carlsbad, CA 92008-5573

TEF Design
1420 Sutter Street
San Francisco, CA 94109

Sprung Instant Structures
550 15th Street, Suite 25
San Francisco, CA 94103

are hereby awarded contracts to provide the necessary design to install instant and modular structures on Treasure Island at a cost which will exceed **\$250,000.00**, and which will be solidified at a later date. In addition, the City & County of San Francisco will need to retain the services of an as yet unnamed contractor to provide infrastructure support for the temporary structures, including, but not limited to plumbing and electrical wiring.

Contractors and Consultant shall indemnify and hold harmless the City & County of San Francisco, its officers, agents and employees and furnish certificates of insurance protecting themselves, any sub-contractors and the City & County of San Francisco and its officers, agents and employees against claims arising out of work performed pursuant to this order with the City & County of San Francisco, its officers, agents and employees named as additional insureds. Contractors and Consultant shall deliver certified copies of the certificates of insurance within three working days of this order.



Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence
Combined Single Limit for Bodily Injury and Property Damage.

Business Automobile Liability Insurance with not less than \$1,000,000 each occurrence
Combined Single Limit for Bodily Injury and Property Damage.

Workers' Compensation, with Employers' Liability limits not less than \$1,000,000 each accident.

Professional Liability Insurance for TEF Design only with not less than \$1,000,000 each claim.

A Notice To Proceed and a Contract Purchase Order will be issued to the Contractors and Consultant.

Funds are available:

Index Code: _____, FT/F/SF: _____, P/PD: _____, SUBOBJ _____.

DISTRIBUTION:

Design Space Modular Buildings, Inc.

TEF Design

Sprung Instant Structures

BDC: Edgar Lopez, Julia Laue, Charles Higuera, Rommel Taylor

TIDA: Robert Beck

SFFD: Chief Joanne Hayes-White

Public Affairs: Mindy Linetzky

Business Services: Julia Dawson, Kevin Lacsina



SECTION 00 52 00

AGREEMENT FORM

THIS AGREEMENT made for the convenience of the parties this 7 day of October 20 14 by and between Design Space Modular Buildings, Inc. located at 1935 Camino Vida Roble, Ste 210 Carlsbad, CA 92008 ("CONTRACTOR"), and the City and County of San Francisco, State of California (the "CITY"), acting through the Director (the "DIRECTOR") of the Department of Public Works, under and by virtue of the Charter and Administrative Code of the City and County of San Francisco.

WHEREAS, the DIRECTOR awarded this AGREEMENT to CONTRACTOR on the 7 day of October, 2014, under AWARD OF EMERGENCY CONSTRUCTION CONTRACT ORDER NO. 182,999, as more fully appears in the formal record of the DIRECTOR:

DPW Contract No. 7848A
7848A TREASURE ISLAND – Modular Office Complex

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

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

ARTICLE 1 - WORK

- 1.01 Contract Documents. CONTRACTOR shall Provide all Work according to the Contract Documents, which are incorporated into and made a part of this AGREEMENT by this reference, and all labor and materials used in providing the Work shall comply with the Contract Documents. The Contract Documents, which comprise the entire agreement between CONTRACTOR and the CITY concerning the Provision of the Work.
- 1.02 Contractor's General Responsibilities. CONTRACTOR shall provide a fully functional, complete and operational Project constructed in accordance with the Contract Documents, including but not limited to, all investigations, analyses, surveys, engineering, procurement, materials, labor, workmanship, construction and erection, commissioning, equipment, shipping, subcontractors, material suppliers, permits, insurance, bonds, fees, taxes, duties, documentation, spare parts, materials for initial operation, security, disposal, startup, testing, training, warranties, guarantees, and all incidentals.
- 1.03 Compliance with Laws.
- A. CONTRACTOR shall keep itself fully informed of and comply with the Charter, ordinances and regulations of the CITY and other local agencies having jurisdiction over the Work, and all federal and state laws and regulations in any manner affecting the Contract Documents, the performance of the Work, or those persons engaged therein.
- B. All construction and materials provided under the Contract Documents shall be in full

accordance with the latest laws and requirements, or the same as may be amended, updated or supplemented from time to time, of the Code specified in the Contract Documents, Americans with Disability Act Accessibility Guidelines, CAL-OSHA, the State Division of Industrial Safety of the Department of Industrial Relations, the Division of the State Architect – Access Compliance, the Public Utilities Commission of the State of California, the State Fire Marshal, the National Fire Protection Association, the San Francisco Department of Public Health, state and federal laws and regulations, and of other bodies or officials having jurisdiction or authority over same, and they shall be observed and complied with by CONTRACTOR and any and all persons, firms and corporations employed by or under it.

- C. Authorized persons may at any time enter upon any part of the Work to ascertain whether such laws, ordinances, regulations or orders are being complied with.
- D. No additional costs will be paid or extensions of time granted as a result of such compliance.

ARTICLE 2 - CONTRACT TIME

2.01 Completion Dates. The Work shall be Substantially Completed within 108 consecutive calendar days, beginning with and including the official date of Notice to Proceed as established by the DIRECTOR.

ARTICLE 3 – CONTRACT SUM

3.01 Contract Sum.

- A. CONTRACTOR and the CITY agree that, upon performance and fulfillment of the mutual covenants set forth herein, the CITY will, in the manner provided by law and as set forth in the Contract Documents, pay or cause to be paid to CONTRACTOR the following price(s), As indicated in the price proposal and sprung structure installation documentation attached hereto as Attachment A":

- 1. Lump sum for specified portion(s) of the work.

Total awarded contract amount: \$ 1,021,739.00

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

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

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

ARTICLE 4 – LABOR REQUIREMENTS

4.01 Applicable Laws and Agreements. Compensation and working conditions for labor performed or services rendered under this AGREEMENT shall be in accordance with the Contract Documents, the San Francisco Charter, and applicable sections of the San Francisco Administrative Code,

including section 6.22(E).

4.02 Prevailing Wages. The latest Wage Rates for Private Employment on Public Contracts in the City and County of San Francisco, as determined by the San Francisco Board of Supervisors and the Director of the California Department of Industrial Relations, and, when federal funds are involved, the current General Wage Determination Decisions, as determined by the U.S. Secretary of Labor, as same may be changed during the term of this AGREEMENT, shall be included in this AGREEMENT and are hereby incorporated by this reference. CONTRACTOR agrees that any person performing labor in the provision of the Work shall be paid not less than the highest general prevailing rate of wages as so determined. If federal funds are involved, where the minimum rate of pay for any classification differs among State, City and Federal wage rate determinations, the highest of the three rates of pay shall prevail. CONTRACTOR shall include, in any contract or subcontract relating to the Work, a requirement that all persons performing labor under such contract or subcontract shall be paid not less than the highest prevailing rate of wages for the labor so performed. CONTRACTOR shall require any contractor to provide, and shall deliver to CITY every month during any construction period, certified payroll reports with respect to all persons performing labor in the Provision of the Work.

A. Copies of the latest prevailing wage rates are on file at the Department of Public Works, City and County of San Francisco, Project Controls and Services Manager, 1680 Mission Street, 4th Floor, San Francisco, CA, 94103.

4.03 Penalties. CONTRACTOR shall forfeit to the CITY back wages due plus fifty dollars (\$50.00) for:

A. Each laborer, workman, or mechanic employed in the provision of the Work, for each calendar day or portion thereof during which such laborer, workman, or mechanic is not paid the highest general prevailing rate of wage for the work performed; or

B. Each laborer, mechanic or artisan employed in the provision of the Work, for each calendar day or portion thereof during which such laborer, mechanic or artisan is compelled or permitted to work for a longer period than five days (Monday-Friday) per calendar week of eight hours each, and not compensated in accordance with the prevailing overtime standard and rate.

ARTICLE 5 – INDEMNITY

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

ARTICLE 6 – RIGHTS AND REMEDIES

6.01 General. The provisions of the Contract Documents shall not limit the duties, obligations, rights and remedies otherwise imposed or available by law or in equity. No action or failure to act shall in any way abridge the rights and obligations of the Parties to the Contract Documents, or condone a breach thereunder, unless expressly agreed to by the Parties in writing. All remedies provided in the Contract Documents shall be taken and construed as cumulative; that is, in

addition to each and every other remedy herein provided, the CITY shall have any and all equitable and legal remedies that it would in any case have.

- 6.02 No Waiver. No waiver of any breach of any provision of the Contract Documents shall be held to be a waiver of any other or subsequent breach. The only waiver by the CITY shall be a waiver in writing that explicitly states the item or right being waived.
- 6.03 CITY's Remedies for False Claims and Other Violations. The Contractor or any Subcontractor or Supplier who violates any provision of Chapter 6 of the Administrative Code or who submits a false claim to the CITY may be subject to monetary penalties under Administrative Code Chapter 6, Article V. The Contractor or any Subcontractor or Supplier who engages in wilful misconduct compromising its good faith dealings with the City or other public entities may be declared nonresponsible and debarred under Administrative Code Chapter 28.
- A. CONTRACTOR shall include in each subcontract and purchase order for Work a clause incorporating the provisions of this Paragraph 6.03.

ARTICLE 7 – RESOLUTION OF CONFLICTING TERMS

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

ARTICLE 8 – GOVERNING LAW AND VENUE

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

ARTICLE 9 – DISPUTE REVIEW BOARD

- 9.01 Not applicable.

ARTICLE 10 – NOTICES TO PARTIES

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

To CITY: Rommel Taylor
Department of Public Works
30 Van Ness Avenue
San Francisco, CA 94102
(415) 557 - 4615
Rommel.Taylor@sfdpw.org

To CONTRACTOR: Design Space Modular Buildings, Inc.
1935 Camino Vida Roble, Ste 210
Carlsbad, CA 92008-5573
brent@designspacemod.com

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

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

ARTICLE 11 – PROPRIETARY OR CONFIDENTIAL INFORMATION OF CITY

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

ARTICLE 12 – TERMINATION

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

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

CONTRACTOR:

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

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

Design Space Modular Buildings, Inc.
Principal
By: _____
Title

CITY:

Recommended

By: _____
Project Manager

By: _____
Division Manager

By: _____
Deputy Director

Approved as to form:
DENNIS J. HERRERA
City Attorney

By: _____
Deputy City Attorney

Approved:

By: _____
Director of Public Works

Attachments:

- A: Scope of Work
- B: Insurance Requirements
- C: Statutory Requirements

END OF SECTION

PRICE PROPOSAL
MODULAR OFFICE COMPLEX

Purchase Price:		\$ 951,187
Installation:		Included
Delivery:		Included
Anchors:		Included
Skirting:		Included
8.75% Sales Tax:	For Material Portion	\$ 70,552
	Total:	\$ 1,021,739

Prices quoted herein are valid for 14 days from the date of this proposal.

* Based upon a level grade, clear access by truck, and a penetrable grade for tie-downs.

City and County of SF Fire Department**BUILDING SIZE 108x60****SPECIFICATIONS****I. Design Criteria**

- NEW BUILDINGS
- 2013 Building Administrative Code (CAC), Part 1, Title 24 C.C.R.
- 2013 California Building Code (CBC), Volumes 1 & 2, Part 2, Title 24 C.C.R. (2012 International Building Codes Volumes 1-3 & 2013 California Amendments).
- 2013 California Electrical Code (CEC), Part 3, Title 24 C.C.R. (2011 National Electric Code & 2013 California Amendments).
- 2013 California Mechanical Code (CMC), Part 4, Title 24 C.C.R. (2012 IAPMO Uniform Mechanical Code & 2013 California Amendments).
- 2013 Plumbing Code (CPC), Part 5, Title 24 C.C.R. (2012 IAPMO Uniform Plumbing Code & 2013 California Amendments).
- 2013 California Energy Code Part 6, Title 24 C.C.R. (2013 Edition California Energy Commission Building Energy Efficiency Standards).
- 2013 California Fire Code, Part 9, Title 24 C.C.R. (2012 International Fire Code & 2013 California Amendments).
- 2013 California Green Code, Part 11, Title 24 C.C.R.
- 2013 California Referenced Standards Code, Part 12, Title 24 C.C.R.
- NFPA 13 Automatic Sprinkler Systems 2010 Edition (where applicable).
- NFPA 72 National Fire Alarm Code (California amended) 2010 Edition (where applicable). (Note: See UL Standard 1971 For "Visual Devices").
- Group B / R2 Occupancy
- Type 5 Non-rated Construction
- State of CA - DOHCD
- 50 PSF Floor Load
- 20 PSF Roof Load
- 1500 PSF Soil Bearing Capacity

II. Frame Construction

- Outrigger Type
- Steel I-Beam
- Detachable Hitch
- Quad 6000# Axles

III. Floor Construction

- Bottom Board Barrier
- R-30 Insulation
- 2" x 8" Floor Joists 16" O.C.
- 3/4" T & G Floor Decking
- 1/8" Vinyl Composition Tile
- Sheet Vinyl @ Bedrooms, Restrooms, & Showers

IV. Exterior Wall Construction

- 2" x 8" Studs 16" O.C
- R-26 Insulation
- 7/16" L.P. 'Smart Panel' Woodgrain Siding
- 7/16" Textured Trim

V. Interior Wall Construction

- 2" x 4" Studs 16" O.C.
- 2" x 6" Studs at Plumbing Walls
- R-11 Insulation @ Sleeping Quarters
- 5/8" Vinyl Covered Gypsum Wallboard
- 1-hour Rated Corridors as required
- Waterproof Wainscot in Restrooms per Code

VI. Roof/Ceiling Construction

- Pitched Roof System 1/4" in 12" Pitch
- Steel Clearspan Construction
- 2" x 6" Roof Joists 24" O.C.
- 1/2" Plywood Roof Sheathing or Equal
- 2' x 4' Suspended Acoustical T-Grid Ceiling
- R-30 Insulation
- .045 mil. Single Ply Membrane Roofing (White EPDM)
- Gutters and Downspouts

VII. Doors and Windows

- (4) 36" x 84" Exterior Metal Door/Metal Frame
- Panic Hardware with Closers
- 36" x 80" Solid Core Interior Doors – 'Timely' Frame
- 20-minute Rated Doors in Sleeping Corridors
- (5) 4/0 x 3/0 White Frame, Horizontal Slider Windows
- (13) 3/0 x 6/0 Vertical Sliding Bedroom Egress Windows
- (3) 3/0 x 1/6 Obscure Horizontal Sliding Window
- (1) 4/0 x 3/0 Single Glaze, Tempered Slider Reception Window
- Horizontal Mini-blinds

VIII. Electrical

- (9) 125 Amp 1 Phase 120/240 Volt Load Centers w/Main
- Conduit Raceway Throughout
- (72) 2' x 4' (3) Tube, Diffused, Recessed Fluorescent Lighting
- Switches at Doorways
- Wall Mount Occupancy Sensors as Required
- Stand Alone Fire Alarm System
- (62) Duplex Receptacles
- (5) GFCI Receptacles
- (6) Dedicated 20 Amp Receptacles
- Dedicated 220V Receptacle For Dryer
- Exit Lights
- Emergency Lights
- (25) Telephone J-Boxes with Conduit Stub
- (13) Hardwired Smoke / Carbon Monoxide Detectors

IX. Plumbing

- (9) Flush Valve Water Closets
- (4) Wall-hung Lavatory
- (5) Lavatory set in Countertop
- (1) Double Bowl Stainless Steel Kitchen Sink
- (2) Single Bowl Stainless Steel Sinks
- (3) 90 Gallon Gas Water Heater
- (4) Shower Stall with Curtain Per Specs
- (4) Shower Handicap Stall with Curtain Per Specs
- Toilet Paper Holders
- (5) Paper Towel Dispensers w/ Waste Receptacle (Recessed)
- (9) Mirror
- (5) Pair Grab Bars
- Washer and Dryer Hook Ups
- Gas Hook Up for Range and Stub Out for future BBQ
- Range Hood Vent Only

X. H.V.A.C.

- (3) 5 Ton Roof Mount Electric HVAC Unit(s)
- Overhead Ducted Supply w/Plenum Wall
- Overhead Ducted Return System w/Plenum Wall

XI. Miscellaneous

- Pier and Pad on Grade Setup w/ Tiedowns
- Skirting to Match Siding
- (8) Sets of Four 20" wide Geargrid Lockers In Bedrooms
- (1) ADA Compliant Metal Ramp Switchback
- (4) Sets of Metal Stairs
- (1) 42' x 12' Common Deck
- Stainless Steel Counters
- High Pressure Laminate Cabinets per Spec
- Kitchen Island with Sink
- Fire Sprinklers

ATTACHMENT B

SECTION 00 73 16

INSURANCE REQUIREMENTS

1.1 SUMMARY

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

1.2 CONTRACTOR'S LIABILITY INSURANCE

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

1.4 INSURANCE FOR OTHERS

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

1.5 FORMS OF POLICIES AND OTHER INSURANCE REQUIREMENTS

- A. Before commencement of the Work of this Contract, certificates of insurance and policy endorsements in form and with insurers acceptable to the City, evidencing all required insurance and with proper endorsements from Contractor's insurance carrier identifying as additional insureds the parties indicated under Article "Insurance for Others" above, shall be furnished to the City, with complete copies of policies to be furnished to the City promptly upon request. Contractor will be allowed a maximum of 10 working days, after the date on which the Contract is awarded, in which to deliver appropriate bond and insurance certificates and endorsements.
- B. Approval of the insurance by the City shall not relieve or decrease the extent to which Contractor or subcontractor of any tier may be held responsible for payment of any and all damages resulting from its operations. Contractor shall be responsible for all losses not covered by the policy, excluding damage caused by earthquake and flood consistent with section 7105 of the California Public Contract Code in excess of 5 percent of the Contract Sum, including the deductibles. All policies of insurance and certificates shall be satisfactory to the City.

- C. The Contractor and its subcontractors shall comply with the provisions of California Labor Code section 3700. Prior to commencing the performance of work, the Contractor and all of its subcontractors shall submit to the awarding department a certificate of insurance against liability for workers compensation or proof of self-insurance in accordance with the provisions of the California Labor Code.
- D. Liability insurance, with an allowable exception for professional liability insurance, shall be on an occurrence basis, and said insurance shall provide that the coverage afforded thereby shall be primary coverage (and non-contributory to any other existing valid and collectable insurance) to the full limit of liability stated in the declaration, and such insurance shall apply separately to each insured against whom claim is made or suit is brought, but the inclusion of more than one insured shall not operate to increase the insurers limits of liability.
- E. Except for professional liability insurance, should any of the required insurance be provided under a form of coverage that includes an annual general aggregate limit or provides that claims investigation or legal defense costs be included in such annual general aggregate limit, such general annual aggregate limit shall be two times the occurrence limits stipulated. City reserves the right to increase any insurance requirement as needed and as appropriate.
- F. Should any of the required insurance be provided under a claims-made form, Contractor shall maintain such coverage continuously throughout the term of this Contract, and without lapse, for a period 4 years beyond the Contract Final Completion date, to the effect that, should occurrences during the Contract term give rise to claims made after expiration of the Contract, such claims shall be covered by such claims-made policies.
- G. Each such policy shall be endorsed to provide 30 days advance written notice to the City of reduction or non-renewal of coverages or cancellation of coverages for any reason. All notices shall be made to:
- Manager, Contract Administration Division
City and County of San Francisco
1155 Market Street, 4th Floor
San Francisco, CA 94103.
- H. All policies shall be endorsed to provide waivers of subrogation against City.
- I. Contractor, upon notification of receipt by the City of any such notice, shall file with the City a certificate of the required new or renewed policy at least 10 days before the effective date of such cancellation, change or expiration, with a complete copy of the new or renewed policy.
- J. If, at any time during the life of this Contract, Contractor fails to maintain any item of the required insurance in full force and effect, all Work of this Contract may, at City's sole option, be discontinued immediately, and all Contract payments due or that become due will be withheld, until notice is received by the City as provided in the immediately preceding Subparagraph "H" that such insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to the City.

- K. Any failure to maintain any item of the required insurance may, at City's sole option, be sufficient cause for termination for default of this Contract.

1.6 QUALIFICATIONS

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

END OF SECTION

ATTACHMENT C

SECTION 00 73 73

STATUTORY REQUIREMENTS

1.1 GENERAL

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

1.2 CONFLICT OF INTEREST

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

1.3 NONDISCRIMINATION REQUIREMENTS

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

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

1.4 REQUIRING MINIMUM COMPENSATION FOR COVERED EMPLOYEES

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

1.5 REQUIRING HEALTH BENEFITS FOR COVERED EMPLOYEES

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

1.6 MACBRIDE PRINCIPLES - NORTHERN IRELAND

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

1.7 PROHIBITION ON USE OF PUBLIC FUNDS FOR POLITICAL ACTIVITY

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

1.8 LIMITATIONS ON CONTRIBUTIONS

- A. By executing the Agreement (Section 00 52 00), Contractor acknowledges that it is familiar with section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with the City for the rendition of personal services, for the furnishing of any material, supplies or equipment, for the sale or lease of any land or building, or for a grant, loan or loan guarantee, from making any campaign contribution to (1) an individual holding a City elective office if the contract must be approved by the individual, a board on which that individual serves, or the board of a state agency on which an appointee of that individual serves, (2) a candidate for the office held by such individual, or (3) a committee controlled by such individual, at any time from the commencement of negotiations for the contract until the later of either the termination of negotiations for such contract or six months after the date the contract is approved. The prohibition on contributions applies to each prospective party to the contract; each member of Contractor's board of directors; Contractor's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 20 percent in Contractor; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Contractor. Contractor must inform each such person of the limitation on contributions imposed by Section 1.126 and provide the names of the persons required to be informed to City.

1.9 NONDISCLOSURE OF PRIVATE, PROPRIETARY OR CONFIDENTIAL INFORMATION

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

1.10 UNFAIR BUSINESS PRACTICES CLAIMS; ASSIGNMENT TO AWARDING BODY

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

1.11 TROPICAL HARDWOOD AND VIRGIN REDWOOD PRODUCTS BAN

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

1.12 PRESERVATIVE-TREATED WOOD CONTAINING ARSENIC

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

1.13 FOOD SERVICE WASTE REDUCTION REQUIREMENTS

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

1.14 LOCAL BUSINESS ENTERPRISE AND NON-DISCRIMINATION IN CONTRACTING REQUIREMENTS

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

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

1.15 SUNSHINE ORDINANCE

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

1.16 SUBMITTING FALSE CLAIMS; REMEDIES

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

1.18 CONSIDERATION OF CRIMINAL HISTORY IN HIRING AND EMPLOYMENT DECISIONS

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

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

END OF SECTION

Design Space Modular Buildings

Principal:

Ruth Hoffman

Sales Representative

Title

Jan 14, 2015

Date

SECTION 00 52 00

AGREEMENT FORM

THIS AGREEMENT made for the convenience of the parties this 7 day of October 20 14 by and between Design Space Modular Buildings, Inc. located at 1935 Camino Vida Roble, Ste 210 Carlsbad, CA 92008 ("CONTRACTOR"), and the City and County of San Francisco, State of California (the "CITY"), acting through the Director (the "DIRECTOR") of the Department of Public Works, under and by virtue of the Charter and Administrative Code of the City and County of San Francisco.

WHEREAS, the DIRECTOR awarded this AGREEMENT to CONTRACTOR on the 7 day of October, 2014, under AWARD OF EMERGENCY CONSTRUCTION CONTRACT ORDER NO. 182,999, as more fully appears in the formal record of the DIRECTOR:

**DPW Contract No. 7848A
7848A TREASURE ISLAND**

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

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

ARTICLE 1 - WORK

- 1.01 Contract Documents. CONTRACTOR shall Provide all Work according to the Contract Documents, which are incorporated into and made a part of this AGREEMENT by this reference, and all labor and materials used in providing the Work shall comply with the Contract Documents. The Contract Documents, which comprise the entire agreement between CONTRACTOR and the CITY concerning the Provision of the Work.
- 1.02 Contractor's General Responsibilities. CONTRACTOR shall provide a fully functional, complete and operational Project constructed in accordance with the Contract Documents, including but not limited to, all investigations, analyses, surveys, engineering, procurement, materials, labor, workmanship, construction and erection, commissioning, equipment, shipping, subcontractors, material suppliers, permits, insurance, bonds, fees, taxes, duties, documentation, spare parts, materials for initial operation, security, disposal, startup, testing, training, warranties, guarantees, and all incidentals.
- 1.03 Compliance with Laws.
- A. CONTRACTOR shall keep itself fully informed of and comply with the Charter, ordinances and regulations of the CITY and other local agencies having jurisdiction over the Work, and all federal and state laws and regulations in any manner affecting the Contract Documents, the performance of the Work, or those persons engaged therein.
 - B. All construction and materials provided under the Contract Documents shall be in full

accordance with the latest laws and requirements, or the same as may be amended, updated or supplemented from time to time, of the Code specified in the Contract Documents, Americans with Disability Act Accessibility Guidelines, CAL-OSHA, the State Division of Industrial Safety of the Department of Industrial Relations, the Division of the State Architect – Access Compliance, the Public Utilities Commission of the State of California, the State Fire Marshal, the National Fire Protection Association, the San Francisco Department of Public Health, state and federal laws and regulations, and of other bodies or officials having jurisdiction or authority over same, and they shall be observed and complied with by CONTRACTOR and any and all persons, firms and corporations employed by or under it.

- C. Authorized persons may at any time enter upon any part of the Work to ascertain whether such laws, ordinances, regulations or orders are being complied with.
- D. No additional costs will be paid or extensions of time granted as a result of such compliance.

ARTICLE 2 - CONTRACT TIME

- 2.01 Completion Dates. The Work shall be Substantially Completed within 108 consecutive calendar days, beginning with and including the official date of Notice to Proceed as established by the DIRECTOR.

ARTICLE 3 – CONTRACT SUM

3.01 Contract Sum.

- A. CONTRACTOR and the CITY agree that, upon performance and fulfillment of the mutual covenants set forth herein, the CITY will, in the manner provided by law and as set forth in the Contract Documents, pay or cause to be paid to CONTRACTOR the following price(s), As indicated in the price proposal and sprung structure installation documentation attached hereto as Attachment A":

- 1. Lump sum for specified portion(s) of the work.

Total awarded contract amount: \$276,732.53

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

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

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

ARTICLE 4 – LABOR REQUIREMENTS

- 4.01 Applicable Laws and Agreements. Compensation and working conditions for labor performed or services rendered under this AGREEMENT shall be in accordance with the Contract Documents, the San Francisco Charter, and applicable sections of the San Francisco Administrative Code,

Including section 6.22(E).

4.02 **Prevailing Wages.** The latest Wage Rates for Private Employment on Public Contracts in the City and County of San Francisco, as determined by the San Francisco Board of Supervisors and the Director of the California Department of Industrial Relations, and, when federal funds are involved, the current General Wage Determination Decisions, as determined by the U.S. Secretary of Labor, as same may be changed during the term of this AGREEMENT, shall be included in this AGREEMENT and are hereby incorporated by this reference. CONTRACTOR agrees that any person performing labor in the provision of the Work shall be paid not less than the highest general prevailing rate of wages as so determined. If federal funds are involved, where the minimum rate of pay for any classification differs among State, City and Federal wage rate determinations, the highest of the three rates of pay shall prevail. CONTRACTOR shall include, in any contract or subcontract relating to the Work, a requirement that all persons performing labor under such contract or subcontract shall be paid not less than the highest prevailing rate of wages for the labor so performed. CONTRACTOR shall require any contractor to provide, and shall deliver to CITY every month during any construction period, certified payroll reports with respect to all persons performing labor in the Provision of the Work.

A. Copies of the latest prevailing wage rates are on file at the Department of Public Works, City and County of San Francisco, Project Controls and Services Manager, 1680 Mission Street, 4th Floor, San Francisco, CA, 94103.

4.03 **Penalties.** CONTRACTOR shall forfeit to the CITY back wages due plus fifty dollars (\$50.00) for:

- A. Each laborer, workman, or mechanic employed in the provision of the Work, for each calendar day or portion thereof during which such laborer, workman, or mechanic is not paid the highest general prevailing rate of wage for the work performed; or
- B. Each laborer, mechanic or artisan employed in the provision of the Work, for each calendar day or portion thereof during which such laborer, mechanic or artisan is compelled or permitted to work for a longer period than five days (Monday-Friday) per calendar week of eight hours each, and not compensated in accordance with the prevailing overtime standard and rate.

ARTICLE 5 – INDEMNITY

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

ARTICLE 6 – RIGHTS AND REMEDIES

6.01 **General.** The provisions of the Contract Documents shall not limit the duties, obligations, rights and remedies otherwise imposed or available by law or in equity. No action or failure to act shall in any way abridge the rights and obligations of the Parties to the Contract Documents, or condone a breach thereunder, unless expressly agreed to by the Parties in writing. All remedies provided in the Contract Documents shall be taken and construed as cumulative; that is, in

addition to each and every other remedy herein provided, the CITY shall have any and all equitable and legal remedies that it would in any case have.

- 6.02 **No Waiver.** No waiver of any breach of any provision of the Contract Documents shall be held to be a waiver of any other or subsequent breach. The only waiver by the CITY shall be a waiver in writing that explicitly states the item or right being waived.
- 6.03 **CITY's Remedies for False Claims and Other Violations.** The Contractor or any Subcontractor or Supplier who violates any provision of Chapter 6 of the Administrative Code or who submits a false claim to the CITY may be subject to monetary penalties under Administrative Code Chapter 6, Article V. The Contractor or any Subcontractor or Supplier who engages in wilful misconduct compromising its good faith dealings with the City or other public entities may be declared nonresponsible and debarred under Administrative Code Chapter 28.
- A. CONTRACTOR shall include in each subcontract and purchase order for Work a clause incorporating the provisions of this Paragraph 6.03.

ARTICLE 7 – RESOLUTION OF CONFLICTING TERMS

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

ARTICLE 8 – GOVERNING LAW AND VENUE

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

ARTICLE 9 – DISPUTE REVIEW BOARD

- 9.01 Not applicable.

ARTICLE 10 – NOTICES TO PARTIES

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

To CITY: Rommel Taylor
 Department of Public Works
 30 Van Ness Avenue
 San Francisco, CA 94102
 (415) 557 - 4615
 Rommel.Taylor@sfdpw.org

To CONTRACTOR: Design Space Modular Buildings, Inc.
1935 Camino Vida Roble, Ste 210
Carlsbad, CA 92008-5573
brent@designspacemod.com

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

ARTICLE 11 – PROPRIETARY OR CONFIDENTIAL INFORMATION OF CITY

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

ARTICLE 12 – TERMINATION

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

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

CONTRACTOR:

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

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

Design Space Modular Buildings, Inc.
Principal
By: _____
Title

CITY:

Recommended

Approved as to form:
DENNIS J. HERRERA
City Attorney

By: _____
Project Manager

By: _____
Deputy City Attorney

By: _____
Division Manager

By: _____
Deputy Director

Approved:

By: _____
Director of Public Works

Attachments:

- A: Scope of Work
- B: Insurance Requirements
- C: Statutory Requirements

END OF SECTION

PRICE PROPOSAL
SPRUNG STRUCTURE

Sprung Structure (Material):	\$ 208,086.00
Sprung Installation/Incidentals/Management:	\$ 50,439.00
8.75% Sales Tax:	\$ 18,207.53

Grand Total: \$ 276,732.53

Prices quoted herein are valid for 30 days from the date of this proposal.

* Based upon a level grade, clear access by truck, and a penetrable grade for tie-downs.

City and County of SF Fire Department**BUILDING SIZE 60x75****SPECIFICATIONS**

- 60'x 75' Sprung Structure
- (2) 14' x 14' electrically operated metal rolling service doors
- (2) single personnel doors 3/0 x 7/0 with panic hardware, closer & top lite
- (1) single personnel door w/ hood, panic hardware, closer and top lite, 3/0 x 7/0
- (5) exterior 150 watt hood lights with photocell
- (2) 4200 cfm exhaust fans, explosion proof
- (2) louvred openings 48" x 18" with electrically operated damper and bird screen
- (1) penetrations kit (hiterip) for non-insulated structures (large) 5" to 9"
- (1) standard framed opening, 5' x 5'
- (2) engineered flat end cable bracing as required
- (1) large SF FD logo
- (1) Sprung Logo
- Perimeter aluminum flat bar
- Engineered stamped drawings
- Conduit holes per Sprung diagram
- (32) interior suspension eye-nuts, maximum load of 75 lbs
- (32) earth anchors
- Concrete footings if required by others
- Interior improvements by others
- Utility connections by others
- Permits and fees by others
- Elevation at peak of structure +/- 26'
- Level site required for installation

ATTACHMENT B

SECTION 00 73 16

INSURANCE REQUIREMENTS

1.1 SUMMARY

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

1.2 CONTRACTOR'S LIABILITY INSURANCE

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

1.4 INSURANCE FOR OTHERS

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

1.5 FORMS OF POLICIES AND OTHER INSURANCE REQUIREMENTS

- A. Before commencement of the Work of this Contract, certificates of insurance and policy endorsements in form and with insurers acceptable to the City, evidencing all required insurance and with proper endorsements from Contractor's insurance carrier identifying as additional insureds the parties indicated under Article "Insurance for Others" above, shall be furnished to the City, with complete copies of policies to be furnished to the City promptly upon request. Contractor will be allowed a maximum of 10 working days, after the date on which the Contract is awarded, in which to deliver appropriate bond and insurance certificates and endorsements.
- B. Approval of the insurance by the City shall not relieve or decrease the extent to which Contractor or subcontractor of any tier may be held responsible for payment of any and all damages resulting from its operations. Contractor shall be responsible for all losses not covered by the policy, excluding damage caused by earthquake and flood consistent with section 7105 of the California Public Contract Code in excess of 5 percent of the Contract Sum, including the deductibles. All policies of insurance and certificates shall be satisfactory to the City.

- C. The Contractor and its subcontractors shall comply with the provisions of California Labor Code section 3700. Prior to commencing the performance of work, the Contractor and all of its subcontractors shall submit to the awarding department a certificate of insurance against liability for workers compensation or proof of self-insurance in accordance with the provisions of the California Labor Code.
- D. Liability insurance, with an allowable exception for professional liability insurance, shall be on an occurrence basis, and said insurance shall provide that the coverage afforded thereby shall be primary coverage (and non-contributory to any other existing valid and collectable insurance) to the full limit of liability stated in the declaration, and such insurance shall apply separately to each insured against whom claim is made or suit is brought, but the inclusion of more than one insured shall not operate to increase the insurers limits of liability.
- E. Except for professional liability insurance, should any of the required insurance be provided under a form of coverage that includes an annual general aggregate limit or provides that claims investigation or legal defense costs be included in such annual general aggregate limit, such general annual aggregate limit shall be two times the occurrence limits stipulated. City reserves the right to increase any insurance requirement as needed and as appropriate.
- F. Should any of the required insurance be provided under a claims-made form, Contractor shall maintain such coverage continuously throughout the term of this Contract, and without lapse, for a period 4 years beyond the Contract Final Completion date, to the effect that, should occurrences during the Contract term give rise to claims made after expiration of the Contract, such claims shall be covered by such claims-made policies.
- G. Each such policy shall be endorsed to provide 30 days advance written notice to the City of reduction or non-renewal of coverages or cancellation of coverages for any reason. All notices shall be made to:
- Manager, Contract Administration Division
City and County of San Francisco
1155 Market Street, 4th Floor
San Francisco, CA 94103.
- H. All policies shall be endorsed to provide waivers of subrogation against City.
- I. Contractor, upon notification of receipt by the City of any such notice, shall file with the City a certificate of the required new or renewed policy at least 10 days before the effective date of such cancellation; change or expiration, with a complete copy of the new or renewed policy.
- J. If, at any time during the life of this Contract, Contractor fails to maintain any item of the required insurance in full force and effect, all Work of this Contract may, at City's sole option, be discontinued immediately, and all Contract payments due or that become due will be withheld, until notice is received by the City as provided in the immediately preceding Subparagraph "H" that such insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to the City.

- K. Any failure to maintain any item of the required insurance may, at City's sole option, be sufficient cause for termination for default of this Contract.

1.6 QUALIFICATIONS

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

END OF SECTION

ATTACHMENT C

SECTION 00 73 73

STATUTORY REQUIREMENTS

1.1 GENERAL

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

1.2 CONFLICT OF INTEREST

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

1.3 NONDISCRIMINATION REQUIREMENTS

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

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

1.4 REQUIRING MINIMUM COMPENSATION FOR COVERED EMPLOYEES

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

1.5 REQUIRING HEALTH BENEFITS FOR COVERED EMPLOYEES

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

1.6 MACBRIDE PRINCIPLES - NORTHERN IRELAND

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

1.7 PROHIBITION ON USE OF PUBLIC FUNDS FOR POLITICAL ACTIVITY

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

1.8 LIMITATIONS ON CONTRIBUTIONS

- A. By executing the Agreement (Section 00 52 00), Contractor acknowledges that it is familiar with section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with the City for the rendition of personal services, for the furnishing of any material, supplies or equipment, for the sale or lease of any land or building, or for a grant, loan or loan guarantee, from making any campaign contribution to (1) an individual holding a City elective office if the contract must be approved by the individual, a board on which that individual serves, or the board of a state agency on which an appointee of that individual serves, (2) a candidate for the office held by such individual, or (3) a committee controlled by such individual, at any time from the commencement of negotiations for the contract until the later of either the termination of negotiations for such contract or six months after the date the contract is approved. The prohibition on contributions applies to each prospective party to the contract; each member of Contractor's board of directors; Contractor's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 20 percent in Contractor; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Contractor. Contractor must inform each such person of the limitation on contributions imposed by Section 1.126 and provide the names of the persons required to be informed to City.

1.9 NONDISCLOSURE OF PRIVATE, PROPRIETARY OR CONFIDENTIAL INFORMATION

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

1.10 UNFAIR BUSINESS PRACTICES CLAIMS; ASSIGNMENT TO AWARDING BODY

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

1.11 TROPICAL HARDWOOD AND VIRGIN REDWOOD PRODUCTS BAN

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

1.12 PRESERVATIVE-TREATED WOOD CONTAINING ARSENIC

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

1.13 FOOD SERVICE WASTE REDUCTION REQUIREMENTS

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

1.14 LOCAL BUSINESS ENTERPRISE AND NON-DISCRIMINATION IN CONTRACTING REQUIREMENTS

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

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

1.15 SUNSHINE ORDINANCE

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

1.16 SUBMITTING FALSE CLAIMS; REMEDIES

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

1.18 CONSIDERATION OF CRIMINAL HISTORY IN HIRING AND EMPLOYMENT DECISIONS

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

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

END OF SECTION

Design Space Modular Buildings

Principal:

Ryan Hoffman

Title

Sales Representative

Date

Jan 14, 2015

SECTION 00 52 00

AGREEMENT FORM

THIS AGREEMENT made for the convenience of the parties this 23 day of October 20 14 by and between McGuire and Hester located at 9009 Railroad Avenue, Oakland, CA 94603 ("CONTRACTOR"), and the City and County of San Francisco, State of California (the "CITY"), acting through the Director (the "DIRECTOR") of the Department of Public Works, under and by virtue of the Charter and Administrative Code of the City and County of San Francisco.

WHEREAS, the DIRECTOR awarded this AGREEMENT to CONTRACTOR on the 23 day of October, 2014, under AWARD OF EMERGENCY CONSTRUCTION CONTRACT ORDER NO. 183,031, as more fully appears in the formal record of the DIRECTOR:

**DPW Contract No. 7848A
7848A TREASURE ISLAND**

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

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

ARTICLE 1 - WORK

- 1.01 Contract Documents. CONTRACTOR shall Provide all Work according to the Contract Documents, which are incorporated into and made a part of this AGREEMENT by this reference, and all labor and materials used in providing the Work shall comply with the Contract Documents. The Contract Documents, which comprise the entire agreement between CONTRACTOR and the CITY concerning the Provision of the Work.
- 1.02 Contractor's General Responsibilities. CONTRACTOR shall provide a fully functional, complete and operational Project constructed in accordance with the Contract Documents, including but not limited to, all investigations, analyses, surveys, engineering, procurement, materials, labor, workmanship, construction and erection, commissioning, equipment, shipping, subcontractors, material suppliers, permits, insurance, bonds, fees, taxes, duties, documentation, spare parts, materials for initial operation, security, disposal, startup, testing, training, warranties, guarantees, and all incidentals.
- 1.03 Compliance with Laws.
- A. CONTRACTOR shall keep itself fully informed of and comply with the Charter, ordinances and regulations of the CITY and other local agencies having jurisdiction over the Work, and all federal and state laws and regulations in any manner affecting the Contract Documents, the performance of the Work, or those persons engaged therein.
- B. All construction and materials provided under the Contract Documents shall be in full

accordance with the latest laws and requirements, or the same as may be amended, updated or supplemented from time to time, of the Code specified in the Contract Documents, Americans with Disability Act Accessibility Guidelines, CAL-OSHA, the State Division of Industrial Safety of the Department of Industrial Relations, the Division of the State Architect – Access Compliance, the Public Utilities Commission of the State of California, the State Fire Marshal, the National Fire Protection Association, the San Francisco Department of Public Health, state and federal laws and regulations, and of other bodies or officials having jurisdiction or authority over same, and they shall be observed and complied with by CONTRACTOR and any and all persons, firms and corporations employed by or under it.

- C. Authorized persons may at any time enter upon any part of the Work to ascertain whether such laws, ordinances, regulations or orders are being complied with.
- D. No additional costs will be paid or extensions of time granted as a result of such compliance.

ARTICLE 2 - CONTRACT TIME

- 2.01 Completion Dates. The Work shall be Substantially Completed within 108 consecutive calendar days, beginning with and including the official date of Notice to Proceed as established by the DIRECTOR.

ARTICLE 3 – CONTRACT SUM

3.01 Contract Sum.

- A. CONTRACTOR and the CITY agree that, upon performance and fulfillment of the mutual covenants set forth herein, the CITY will, in the manner provided by law and as set forth in the Contract Documents, pay or cause to be paid to CONTRACTOR the following price(s), as indicated in the Estimate/Proposal dated November 6, 2014 attached hereto as part of the Scope of Work of the Agreement, Attachment "A":
 1. Lump sum for specified portion(s) of the work.

Total awarded contract amount: \$ 259,892.00

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

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

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

ARTICLE 4 – LABOR REQUIREMENTS

- 4.01 Applicable Laws and Agreements. Compensation and working conditions for labor performed or services rendered under this AGREEMENT shall be in accordance with the Contract Documents, the San Francisco Charter, and applicable sections of the San Francisco Administrative Code,

including section 6.22(E).

4.02 Prevailing Wages. The latest Wage Rates for Private Employment on Public Contracts in the City and County of San Francisco, as determined by the San Francisco Board of Supervisors and the Director of the California Department of Industrial Relations, and, when federal funds are involved, the current General Wage Determination Decisions, as determined by the U.S. Secretary of Labor, as same may be changed during the term of this AGREEMENT, shall be included in this AGREEMENT and are hereby incorporated by this reference. CONTRACTOR agrees that any person performing labor in the provision of the Work shall be paid not less than the highest general prevailing rate of wages as so determined. If federal funds are involved, where the minimum rate of pay for any classification differs among State, City and Federal wage rate determinations, the highest of the three rates of pay shall prevail. CONTRACTOR shall include, in any contract or subcontract relating to the Work, a requirement that all persons performing labor under such contract or subcontract shall be paid not less than the highest prevailing rate of wages for the labor so performed. CONTRACTOR shall require any contractor to provide, and shall deliver to CITY every month during any construction period, certified payroll reports with respect to all persons performing labor in the Provision of the Work.

A. Copies of the latest prevailing wage rates are on file at the Department of Public Works, City and County of San Francisco, Project Controls and Services Manager, 1680 Mission Street, 4th Floor, San Francisco, CA, 94103.

4.03 Penalties. CONTRACTOR shall forfeit to the CITY back wages due plus fifty dollars (\$50.00) for:

- A. Each laborer, workman, or mechanic employed in the provision of the Work, for each calendar day or portion thereof during which such laborer, workman, or mechanic is not paid the highest general prevailing rate of wage for the work performed; or
- B. Each laborer, mechanic or artisan employed in the provision of the Work, for each calendar day or portion thereof during which such laborer, mechanic or artisan is compelled or permitted to work for a longer period than five days (Monday-Friday) per calendar week of eight hours each, and not compensated in accordance with the prevailing overtime standard and rate.

ARTICLE 5 – INDEMNITY

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

ARTICLE 6 – RIGHTS AND REMEDIES

6.01 General. The provisions of the Contract Documents shall not limit the duties, obligations, rights and remedies otherwise imposed or available by law or in equity. No action or failure to act shall in any way abridge the rights and obligations of the Parties to the Contract Documents, or condone a breach thereunder, unless expressly agreed to by the Parties in writing. All remedies provided in the Contract Documents shall be taken and construed as cumulative; that is, in

addition to each and every other remedy herein provided, the CITY shall have any and all equitable and legal remedies that it would in any case have.

- 6.02 No Waiver. No waiver of any breach of any provision of the Contract Documents shall be held to be a waiver of any other or subsequent breach. The only waiver by the CITY shall be a waiver in writing that explicitly states the item or right being waived.
- 6.03 CITY's Remedies for False Claims and Other Violations. The Contractor or any Subcontractor or Supplier who violates any provision of Chapter 6 of the Administrative Code or who submits a false claim to the CITY may be subject to monetary penalties under Administrative Code Chapter 6, Article V. The Contractor or any Subcontractor or Supplier who engages in wilful misconduct compromising its good faith dealings with the City or other public entities may be declared nonresponsible and debarred under Administrative Code Chapter 28.
- A. CONTRACTOR shall include in each subcontract and purchase order for Work a clause incorporating the provisions of this Paragraph 6.03.

ARTICLE 7 – RESOLUTION OF CONFLICTING TERMS

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

ARTICLE 8 – GOVERNING LAW AND VENUE

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

ARTICLE 9 – DISPUTE REVIEW BOARD

- 9.01 Not applicable.

ARTICLE 10 – NOTICES TO PARTIES

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

To CITY: Rommel Taylor
Department of Public Works
30 Van Ness Avenue
San Francisco, CA 94102
(415) 557 - 4615
Rommel.Taylor@sfdpw.org

To CONTRACTOR: McGuire and Hester
9009 Railroad Avenue
Oakland, CA 94603
cthome@mcguireandhester.com

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

ARTICLE 11 – PROPRIETARY OR CONFIDENTIAL INFORMATION OF CITY

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

ARTICLE 12 – TERMINATION

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

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

CONTRACTOR:

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

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

McGuire and Hester
Principal
By: _____

Title

CITY:

Recommended

By: _____
Project Manager

By: _____
Division Manager

By: _____
Deputy Director

Approved as to form:
DENNIS J. HERRERA
City Attorney

By: _____
Deputy City Attorney

Approved:

By: _____
Director of Public Works

Attachments:

- A: Scope of Work
- B: Insurance Requirements
- C: Statutory Requirements

END OF SECTION

The logo for McGuire Hester is an oval containing the name "McGUIRE" above "HESTER" in a stylized, bold font.

Since 1926

**Contract Exhibit
San Francisco Fire Department #48 Infrastructure
November 6, 2014**

Inclusions: Plans dated through November 4th, 2014 revision 14:38

Underground Utilities:

- 1. Perform potholing to confirm location and depth of existing utilities shown on plans**
- 2. Storm Drain:**
 - a. 90 lf of 6" Class 53 DIP storm drain pipe
 - b. 1 ea storm drain junction box at connection to trench drain
 - c. 96 lf Zurn model 882 trench drain with ADA grate
 - d. 1 ea storm water bubble-up
- 3. Sanitary Sewer:**
 - a. 120 lf of 6" VCP sanitary sewer pipe
 - b. 4 ea sanitary sewer cleanouts
 - c. 1 ea sanitary sewer manholes
 - d. Air test new sanitary sewer system
 - e. 1 ea connection to existing sanitary sewer system at new manhole
 - f. Adjust to grade new utility castings
- 4. Fire line relocate:**
 - a. 162 lf of 8" class 53 DIP fire water main
 - b. 1 ea install new fire hydrant assembly
 - c. 1 ea remove existing fire hydrant assembly
 - d. 3 ea 8" water valves
 - e. Support PUC's Hydrostatic test and chlorination of new fire line by handling trench plates
 - f. Support PUC's tie ins to existing fire water mains by handling trench plates
 - g. Adjust to grade new utility castings
- 5. Domestic and Fire Water Services:**
 - a. 54 lf of 4" class 53 DIP fire water service
 - b. 54 lf 1 ½" type K soft copper tubing domestic service
 - c. 1 ea 4" fire back flow preventer with enclosure
 - d. 1 ea 1 ½" domestic back flow preventer with enclosure
 - e. 1 ea 1 ½" domestic water meter assembly installation. Water meter and fees by others
 - f. Support PUC's hydro test and chlorination of domestic & fire water systems by handling plates
 - g. Support PUC's tie in to existing domestic water main by handling plates
 - h. Raise to grade new utility castings
- 6. Natural Gas System:**
 - a. 250 lf of HDPE natural gas main (to within 5' of building)

All of the above shall be performed at the Lump Sum Price of \$259,892.00

11/06/2014

140396

CITY OF SF - SFFD #48 - TREASURE ISLAND

BID TOTALS

<u>Biditem</u>	<u>Description</u>	<u>Quantity</u>	<u>Units</u>	<u>Bid Total</u>
1100	EQUIPMENT MOVES	1.000	LS	
1510	POTHOLE FOR EXISTING UTILITIES	1.000	LS	
6500	STORM DRAIN PIPING	90.000	LF	
6560	TRENCH DRAIN	96.000	LF	
6570	STORM TESTING & INSPECTION	90.000	LF	
6580	STORM DRAIN CONNECTION	1.000	LS	
* SUBTOTAL STORM *				\$70,320.00
6600	SANITARY SEWER PIPING	120.000	LF	
6650	SANITARY SEWER MANHOLE	1.000	EA	
6660	SANITARY SEWER CLEAN-OUTS	4.000	EA	
6670	SANITARY TESTING & INSPECTION	120.000	LF	
6680	SANITARY SEWER CONNECTION	1.000	LS	
* SUBTOTAL SANITARY *				\$38,720.00
6720	REMOVE EXISTING HYDRANT	1.000	LS	
6740	ABANDON EXISTING WATER MAIN	154.000	LF	
6750	8" WATER MAIN RELOCATION	162.000	LF	
6770	6" & 8" WATER VALVES	4.000	EA	
6775	FIRE HYDRANT	1.000	EA	
6780	SUPPORT PUC'S TESTING	162.000	LF	
6790	SUPPORT PUC'S CONNECTIONS	1.000	LS	
* SUBTOTAL WATER RELOCATION *				\$74,978.00
6800	DOM/FIRE WATER PIPING	108.000	LF	
6870	DOM/FIRE SYSTEM APPURTENANCES	3.000	EA	
6880	SUPPORT PUC'S TESTING	108.000	LF	
6890	UPOORT PUC'S CONNECTIONS	1.000	LS	
* SUBTOTAL DOM/FIRE *				\$42,624.00
6900	GAS PIPING	250.000	LF	
* SUBTOTAL GAS *				\$33,250.00

ATTACHMENT B

SECTION 00 73 16

INSURANCE REQUIREMENTS

1.1 SUMMARY

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

1.2 CONTRACTOR'S LIABILITY INSURANCE

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

1.4 INSURANCE FOR OTHERS

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

1.5 FORMS OF POLICIES AND OTHER INSURANCE REQUIREMENTS

- A. Before commencement of the Work of this Contract, certificates of insurance and policy endorsements in form and with insurers acceptable to the City, evidencing all required insurance and with proper endorsements from Contractor's insurance carrier identifying as additional insureds the parties indicated under Article "Insurance for Others" above, shall be furnished to the City, with complete copies of policies to be furnished to the City promptly upon request. Contractor will be allowed a maximum of 10 working days, after the date on which the Contract is awarded, in which to deliver appropriate bond and insurance certificates and endorsements.
- B. Approval of the insurance by the City shall not relieve or decrease the extent to which Contractor or subcontractor of any tier may be held responsible for payment of any and all damages resulting from its operations. Contractor shall be responsible for all losses not covered by the policy, excluding damage caused by earthquake and flood consistent with section 7105 of the California Public Contract Code in excess of 5 percent of the Contract Sum, including the deductibles. All policies of insurance and certificates shall be satisfactory to the City.

- C. The Contractor and its subcontractors shall comply with the provisions of California Labor Code section 3700. Prior to commencing the performance of work, the Contractor and all of its subcontractors shall submit to the awarding department a certificate of insurance against liability for workers compensation or proof of self-insurance in accordance with the provisions of the California Labor Code.
- D. Liability insurance, with an allowable exception for professional liability insurance, shall be on an occurrence basis, and said insurance shall provide that the coverage afforded thereby shall be primary coverage (and non-contributory to any other existing valid and collectable insurance) to the full limit of liability stated in the declaration, and such insurance shall apply separately to each insured against whom claim is made or suit is brought, but the inclusion of more than one insured shall not operate to increase the insurers limits of liability.
- E. Except for professional liability insurance, should any of the required insurance be provided under a form of coverage that includes an annual general aggregate limit or provides that claims investigation or legal defense costs be included in such annual general aggregate limit, such general annual aggregate limit shall be two times the occurrence limits stipulated. City reserves the right to increase any insurance requirement as needed and as appropriate.
- F. Should any of the required insurance be provided under a claims-made form, Contractor shall maintain such coverage continuously throughout the term of this Contract, and without lapse, for a period 4 years beyond the Contract Final Completion date, to the effect that, should occurrences during the Contract term give rise to claims made after expiration of the Contract, such claims shall be covered by such claims-made policies.
- G. Each such policy shall be endorsed to provide 30 days advance written notice to the City of reduction or non-renewal of coverages or cancellation of coverages for any reason. All notices shall be made to:
- Manager, Contract Administration Division
City and County of San Francisco
1155 Market Street, 4th Floor
San Francisco, CA 94103.
- H. All policies shall be endorsed to provide waivers of subrogation against City.
- I. Contractor, upon notification of receipt by the City of any such notice, shall file with the City a certificate of the required new or renewed policy at least 10 days before the effective date of such cancellation, change or expiration, with a complete copy of the new or renewed policy.
- J. If, at any time during the life of this Contract, Contractor fails to maintain any item of the required insurance in full force and effect, all Work of this Contract may, at City's sole option, be discontinued immediately, and all Contract payments due or that become due will be withheld, until notice is received by the City as provided in the immediately preceding Subparagraph "H" that such insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to the City.

- K. Any failure to maintain any item of the required insurance may, at City's sole option, be sufficient cause for termination for default of this Contract.

1.6 QUALIFICATIONS

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

END OF SECTION

ATTACHMENT C

SECTION 00 73 73

STATUTORY REQUIREMENTS

1.1 GENERAL

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

1.2 CONFLICT OF INTEREST

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

1.3 NONDISCRIMINATION REQUIREMENTS

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

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

1.4 REQUIRING MINIMUM COMPENSATION FOR COVERED EMPLOYEES

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

1.5 REQUIRING HEALTH BENEFITS FOR COVERED EMPLOYEES

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

1.6 MACBRIDE PRINCIPLES - NORTHERN IRELAND

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

1.7 PROHIBITION ON USE OF PUBLIC FUNDS FOR POLITICAL ACTIVITY

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

1.8 LIMITATIONS ON CONTRIBUTIONS

- A. By executing the Agreement (Section 00 52 00), Contractor acknowledges that it is familiar with section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with the City for the rendition of personal services, for the furnishing of any material, supplies or equipment, for the sale or lease of any land or building, or for a grant, loan or loan guarantee, from making any campaign contribution to (1) an individual holding a City elective office if the contract must be approved by the individual, a board on which that individual serves, or the board of a state agency on which an appointee of that individual serves, (2) a candidate for the office held by such individual, or (3) a committee controlled by such individual, at any time from the commencement of negotiations for the contract until the later of either the termination of negotiations for such contract or six months after the date the contract is approved. The prohibition on contributions applies to each prospective party to the contract; each member of Contractor's board of directors; Contractor's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 20 percent in Contractor; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Contractor. Contractor must inform each such person of the limitation on contributions imposed by Section 1.126 and provide the names of the persons required to be informed to City.

1.9 NONDISCLOSURE OF PRIVATE, PROPRIETARY OR CONFIDENTIAL INFORMATION

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

1.10 UNFAIR BUSINESS PRACTICES CLAIMS; ASSIGNMENT TO AWARDING BODY

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

1.11 TROPICAL HARDWOOD AND VIRGIN REDWOOD PRODUCTS BAN

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

1.12 PRESERVATIVE-TREATED WOOD CONTAINING ARSENIC

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

1.13 FOOD SERVICE WASTE REDUCTION REQUIREMENTS

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

1.14 LOCAL BUSINESS ENTERPRISE AND NON-DISCRIMINATION IN CONTRACTING REQUIREMENTS

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

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

1.15 SUNSHINE ORDINANCE

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

1.16 SUBMITTING FALSE CLAIMS; REMEDIES

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

1.18 CONSIDERATION OF CRIMINAL HISTORY IN HIRING AND EMPLOYMENT DECISIONS

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

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

END OF SECTION

McGuire & Hester

Principal:

R. Doud

Robert C. Doud, Exec VP/CFO

Title

1/15/15

Date

SECTION 00 52 00

AGREEMENT FORM

THIS AGREEMENT made for the convenience of the parties this 10 day of November 20 14 by and between Albert Electric located at 2735 39th Avenue, San Francisco, CA 94116 ("CONTRACTOR"), and the City and County of San Francisco, State of California (the "CITY"), acting through the Director (the "DIRECTOR") of the Department of Public Works, under and by virtue of the Charter and Administrative Code of the City and County of San Francisco.

WHEREAS, the DIRECTOR awarded this AGREEMENT to CONTRACTOR on the 10 day of November, 2014, under AWARD OF EMERGENCY CONSTRUCTION CONTRACT ORDER NO. 183,104, as more fully appears in the formal record of the DIRECTOR:

**DPW Contract No. 7848A
7848A TREASURE ISLAND**

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

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

ARTICLE 1 - WORK

- 1.01 Contract Documents. CONTRACTOR shall Provide all Work according to the Contract Documents, which are incorporated into and made a part of this AGREEMENT by this reference, and all labor and materials used in providing the Work shall comply with the Contract Documents. The Contract Documents, which comprise the entire agreement between CONTRACTOR and the CITY concerning the Provision of the Work.
- 1.02 Contractor's General Responsibilities. CONTRACTOR shall provide a fully functional, complete and operational Project constructed in accordance with the Contract Documents, including but not limited to, all investigations, analyses, surveys, engineering, procurement, materials, labor, workmanship, construction and erection, commissioning, equipment, shipping, subcontractors, material suppliers, permits, insurance, bonds, fees, taxes, duties, documentation, spare parts, materials for initial operation, security, disposal, startup, testing, training, warranties, guarantees, and all incidentals.
- 1.03 Compliance with Laws.
- A. CONTRACTOR shall keep itself fully informed of and comply with the Charter, ordinances and regulations of the CITY and other local agencies having jurisdiction over the Work, and all federal and state laws and regulations in any manner affecting the Contract Documents, the performance of the Work, or those persons engaged therein.
- B. All construction and materials provided under the Contract Documents shall be in full

accordance with the latest laws and requirements, or the same as may be amended, updated or supplemented from time to time, of the Code specified in the Contract Documents, Americans with Disability Act Accessibility Guidelines, CAL-OSHA, the State Division of Industrial Safety of the Department of Industrial Relations, the Division of the State Architect — Access Compliance, the Public Utilities Commission of the State of California, the State Fire Marshal, the National Fire Protection Association, the San Francisco Department of Public Health, state and federal laws and regulations, and of other bodies or officials having jurisdiction or authority over same, and they shall be observed and complied with by CONTRACTOR and any and all persons, firms and corporations employed by or under it.

- C. Authorized persons may at any time enter upon any part of the Work to ascertain whether such laws, ordinances, regulations or orders are being complied with.
- D. No additional costs will be paid or extensions of time granted as a result of such compliance.

ARTICLE 2 - CONTRACT TIME

- 2.01 Completion Dates. The Work shall be Substantially Completed within 108 consecutive calendar days, beginning with and including the official date of Notice to Proceed as established by the DIRECTOR.

ARTICLE 3 — CONTRACT SUM

- 3.01 Contract Sum.

- A. CONTRACTOR and the CITY agree that, upon performance and fulfillment of the mutual covenants set forth herein, the CITY will, in the manner provided by law and as set forth in the Contract Documents, pay or cause to be paid to CONTRACTOR the following price(s), as indicated in the Estimates/Proposals dated November 7, 2014 and November 21, 2014 attached hereto as part of the Scope of Work of the Agreement, Attachment "A":

- 1. Lump sum for specified portion(s) of the work.

Total awarded contract amount: \$367,000.00

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

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

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

ARTICLE 4— LABOR REQUIREMENTS

- 4.01 Applicable Laws and Agreements. Compensation and working conditions for labor performed or services rendered under this AGREEMENT shall be in accordance with the Contract Documents, the San Francisco Charter, and applicable sections of the San Francisco Administrative Code,

including section 6.22(E):

4.02 Prevailing Wages. The latest Wage Rates for Private Employment on Public Contracts in the City and County of San Francisco, as determined by the San Francisco Board of Supervisors and the Director of the California Department of Industrial Relations, and, when federal funds are involved, the current General Wage Determination Decisions, as determined by the U.S. Secretary of Labor, as same may be changed during the term of this AGREEMENT, shall be included in this AGREEMENT and are hereby incorporated by this reference. CONTRACTOR agrees that any person performing labor in the provision of the Work shall be paid not less than the highest general prevailing rate of wages as so determined. If federal funds are involved, where the minimum rate of pay for any classification differs among State, City and Federal wage rate determinations, the highest of the three rates of pay shall prevail. CONTRACTOR shall include, in any contract or subcontract relating to the Work, a requirement that all persons performing labor under such contract or subcontract shall be paid not less than the highest prevailing rate of wages for the labor so performed. CONTRACTOR shall require any contractor to provide, and shall deliver to CITY every month during any construction period, certified payroll reports with respect to all persons performing labor in the Provision of the Work.

A. Copies of the latest prevailing wage rates are on file at the Department of Public Works, City and County of San Francisco, Project Controls and Services Manager, 1680 Mission Street, 4th Floor, San Francisco, CA, 94103.

4.03 Penalties. CONTRACTOR shall forfeit to the CITY back wages due plus fifty dollars (\$50.00) for:

A. Each laborer, workman, or mechanic employed in the provision of the Work, for each calendar day or portion thereof during which such laborer, workman, or mechanic is not paid the highest general prevailing rate of wage for the work performed; or

B. Each laborer, mechanic or artisan employed in the provision of the Work, for each calendar day or portion thereof during which such laborer, mechanic or artisan is compelled or permitted to work for a longer period than five days (Monday-Friday) per calendar week of eight hours each, and not compensated in accordance with the prevailing overtime standard and rate.

ARTICLE 5 – INDEMNITY

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

ARTICLE 6 – RIGHTS AND REMEDIES

6.01 General. The provisions of the Contract Documents shall not limit the duties, obligations, rights and remedies otherwise imposed or available by law or in equity. No action or failure to act shall in any way abridge the rights and obligations of the Parties to the Contract Documents, or condone a breach thereunder, unless expressly agreed to by the Parties in writing. All remedies provided in the Contract Documents shall be taken and construed as cumulative; that is, in

addition to each and every other remedy herein provided, the CITY shall have any and all equitable and legal remedies that it would in any case have.

- 6.02 **No Waiver.** No waiver of any breach of any provision of the Contract Documents shall be held to be a waiver of any other or subsequent breach. The only waiver by the CITY shall be a waiver in writing that explicitly states the item or right being waived.
- 6.03 **CITY's Remedies for False Claims and Other Violations.** The Contractor or any Subcontractor or Supplier who violates any provision of Chapter 6 of the Administrative Code or who submits a false claim to the CITY may be subject to monetary penalties under Administrative Code Chapter 6, Article V. The Contractor or any Subcontractor or Supplier who engages in wilful misconduct compromising its good faith dealings with the City or other public entities may be declared nonresponsible and debarred under Administrative Code Chapter 28.
- A. CONTRACTOR shall include in each subcontract and purchase order for Work a clause incorporating the provisions of this Paragraph 6.03.

ARTICLE 7 – RESOLUTION OF CONFLICTING TERMS

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

ARTICLE 8 – GOVERNING LAW AND VENUE

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

ARTICLE 9 – DISPUTE REVIEW BOARD

- 9.01 Not applicable.

ARTICLE 10 – NOTICES TO PARTIES

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

To CITY: Rommel Taylor
 Department of Public Works
 30 Van Ness Avenue
 San Francisco, CA 94102
 (415) 557 - 4615
 Rommel.Taylor@sfdpw.org

To CONTRACTOR: Albert Electric
2735 39th Avenue
San Francisco, CA 94116
(415) 656-5843
Service@albertelectric.net

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

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

ARTICLE 11 — PROPRIETARY OR CONFIDENTIAL INFORMATION OF CITY

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

ARTICLE 12 — TERMINATION

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

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

CONTRACTOR:

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

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

Albert Electric
Principal
By: _____

Title

CITY:

Recommended

By: _____
Project Manager

By: _____
Division Manager

By: _____
Deputy Director

Approved as to form:
DENNIS J. HERRERA
City Attorney

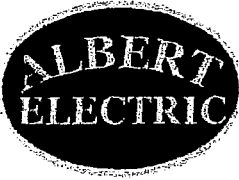
By: _____
Deputy City Attorney

Approved:

By: _____
Director of Public Works

- Attachments:
- A: Scope of Work
- B: Insurance Requirements
- C: Statutory Requirements

END OF SECTION



2735 39th Ave
San Francisco, CA 94116
(415) 656-5843, office
(415) 656-5844, mobile
Email: service@albertelectric.net
Web site: www.albertelectric.net
C10 #968601

November 7, 2014

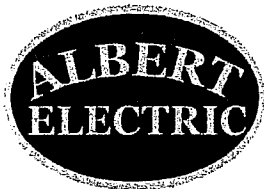
San Francisco Fire Department, Treasure Island Fire Station

Albert Electric will be responsible for designing and supplying the following analysis and documents for the Treasure Island Temporary Fire Station facility which includes the Sprung Structure:

- Electrical load calculation analysis which will be submitted to the utility company
- Electrical plan for the main switch gear and distribution equipment
- Minimum requirements for the main switch gear and distribution equipment
- Emergency generator and transfer switch electrical plan
- Minimum requirements for emergency generator and transfer switch electrical
- **Electrical lighting plans for "Automatic Lighting" and "Soft Start Lighting" that will be integrated into the Title 24 electrical plan**
- Electrical plans for the S.F.F.D. dispatch computer system which including the Motorola Integrator
- Electrical plans for the S.F.F.D. administrative computer system including the CPU requirements
- Electrical plans for the intercom and radio dispatch system
- Electrical plans for private internet
- Electrical plans for METS Lines
- Electrical plans for SFFD Phone lines
- Electrical plans for private phone lines
- Electrical plans for coaxial cable lines
- Electrical plans for radio antenna
- Trenching plan for feeder from main gear to Sprung Structure
- Trenching plan for automatic lighting system, radio dispatch system/intercom, and SFFD phone line from modular building to Sprung Structure
- Electrical plan for Sprung Structure
- Load calculation analysis for Sprung Structure
- **Electrical lighting plans for "Automatic Lighting" and "Soft Start Lighting" that will be integrated into the Title 24 electrical plan for Sprung structure**
- Electrical plans for the intercom and radio dispatch system for Sprung structure

Albert Electric will also review and modify the electrical lighting plan presented by Design Space Modular Buildings so that it can be integrated with the automatic lighting, soft start lighting, and title 24 requirements.

These Services will be provided for a cost not to exceed \$24,600.00



2735 39th Ave
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(415) 656-5843, office
(415) 656-5844, mobile
Email: service@albertelectric.net
Web site: www.albertelectric.net
C10 #968601

November 21, 2014

San Francisco Fire Department, Treasure Island Temporary Fire Station

Albert Electric will be responsible for supplying and installing the following equipment, and completing the below listed tasks.

1. New Electrical Main Service Equipment

Work to include:

- Install an integrated three phase main switch gear assembly which includes a meter socket and main disconnect
- Install a 480/277V – 240/120V step down transformer
- Install a grounding system
- Install a distribution system
- Install a surge protection system
- **The main switch gear will be installed on a concrete pad which will be provided by others.**
Albert Electric will specify size and location of pad and bollards.

2. Temporary Power

Work to include:

- Install a temporary power pole with main disconnect and meter socket
- Install one 240V, 20A receptacle
- Install four 120V, 20A GFCI receptacles
- Install a ground rod
- Albert Electric is responsible for necessary permits and inspections
- Albert Electric will pay all fees and electrical usage costs

3. Distribution Feeders To The Modular Structure

Work to include:

- Install EMT conduit from the main distribution panel to all of the sub-panel locations. The conduit will be surface mounted to the exterior of the building.
- Install pull cans and/or junction boxes at intermittent sub-panel locations
- Install and terminate feeder conductors at each sub-panel

4. Distribution Feeders To The Sprung Structure

Work to include:

- Install feeder conductors to sprung structure
- Terminate feeder conductors at supply and load locations
- **The underground conduit will be provided by others.** Albert Electric will specify size and location of conduit and bollards

5. Sprung Structure Sub Electrical System

Work to include:

- Install one 120/208V, three phase, 100A sub-panel
- Install one 277/480V, three phase, 100A sub-panel
- Install one 277/480V – 120/240V step down transformer

6. Sprung Structure Lighting

Work to include:

- Install 20 led high bay lights
- Install light switches at each man door location
- Install two dedicated lighting circuits
- Install EMT conduits as needed
- Light fixtures will be mounted to chains
- Exit light signs will be installed at man door locations

7. Sprung Structure Ventilation Fans

Work to include:

- Install EMT conduits as needed
- Install one dedicated 20A circuit
- Install one switch that controls both fans
- **Fans will be provided and installed by others**

8. Sprung Structure Heating

Work to include:

- Install 12 infrared heaters
- Install conduits as needed
- Install 6 or up to 12 dedicated circuits (depending on zones)
- Install heater control switch and thermostat
- Heaters will be mounted to chains

9. Sprung Structure Convenience Outlets

Work to include:

- Install four 20A dedicated GFCI circuits
- Install conduits as needed
- Install quad receptacles at 12 wall locations

10. Sprung Structure Rig Cord Reel Chargers

Work to include:

- Install four cord reels
- Install four dedicated 20A GFCI circuits
- Install conduits as needed

11. Sprung Structure Exhaust Extractor System

Work to include:

- Install support structure
- Install Nederman Exhaust Extractor System (to accommodate three rigs)
- Install one 40A dedicated circuit
- Install conduits as needed
- Install discharge ducting horizontally through the rear wall

12. Sprung Structure Low Pressure Compressor

Work to include:

- Install a 60 gallon, 240V air compressor
- Bolt the unit to the floor
- Install a dedicated 20A circuit
- Install conduits as needed
- Install one air plumbing line with quick release chuck at compressor location
- **Additional lines will be installed on a time and materials basis**

13. Sprung Structure Garage Door Openers

Work to include:

- Install two dedicated circuits (Amperage to be determined)
- Install conduits as needed
- **Garage door motors and controls provided by others**

14. Sprung Structure Exterior Lights

Work to include:

- Install one light fixture at exterior each man door location
- Install four exterior lights on the long wall facing the modular building
- Install two high intensity lights on the exterior wall by the apparatus doors
- Install light switches and motion sensors as needed
- Install conduits as needed

15. Generator System

Work to include:

- Install an automatic transfer switch
- Install a generator input receptacle
- **Portable generator and power cord provided by others**

16. Automatic/Soft Start Lighting System

Work to include:

- Install low voltage lighting control devices at all junction box lighting locations **(modular building manufactured will install branch circuit feeds and lighting loads to these locations as indicated in lighting diagram)**
- Install network cable from switch locations to lighting junction boxes **(modular building manufactured will install pull strings from switch box locations to the plenum area directly above the switch box)**
- Install all low voltage lighting control switches and sensors
- Install network cable from the junction boxes, lighting control switches and sensors to the main lighting segment manager located in the I.T. room
- Install network cable from Sprung Structure to I.T. room utilizing underground conduit **(this multi-use, low voltage, underground conduit will be provided by others)** Albert Electric will specify size and location
- Connect the lighting segment manager to the automatic/soft start lighting system
- Configure and program all of the devices
- Connect the automatic lighting system to the automatic dispatch system
- **Commission "WattStopper System" (This review of the system by a Watt Stopper Representative activates the warrantee)**
- **Network switch provided and installed by others**

17. Public Address System

Work to include:

- Install cabling from all speaker locations to the I.T. room (**speakers and speaker installation provided by others**)
- Terminate all conductors at speakers and at patch panel
- Install cabling from the I.T. room to the amplifier and intercom
- Terminate all conductors at the intercom
- Install four horn type speakers in sprung structure
- Install one horn type speaker in deck area of modular building

18. Business Phone Line

Work to include:

- Install network cable from device box locations to I.T. room (**modular building manufactured will install pull strings from the device box locations to the plenum area directly above the device box**)
- Terminate all cables at a telephone interface panel in the I.T. room
- **Overhead drop or underground service provided by others. Unknown if a riser/weather head or underground conduit will be needed. If not provided by others, these items will be installed on a time and material basis.**

19. Private Phone Line

Work to include:

- Install network cable from device box locations to I.T. room (**modular building manufactured will install pull strings from the device box locations to the plenum area directly above the device box**)
- Terminate all cables at a telephone interface panel in the I.T. room
- **Overhead drop or underground service provided by others. Unknown if a riser/weather head or underground conduit will be needed. If not provided by others, these items will be installed on a time and material basis.**

20. Radio and Integrator

Work to include:

- Install audio cable from I.T. room to radio location in communications room
- Radio and integrator provided and installed by others

21. Network Computer Line

Work to include:

- Install network cable from device box locations to I.T. room (**modular building manufactured will install pull strings from the device box locations to the plenum area directly above the device box**)
- Terminate all cables at a network computer interface panel in the I.T. room
- **Overhead drop or underground service provided by others. Unknown if a riser/weather head or underground conduit will be needed. If not provided by others, these items will be installed on a time and material basis.**

22. Internet Computer Line

Work to include:

- Install network cable from device box locations to I.T. room (**modular building manufactured will install pull strings from the device box locations to the plenum area directly above the device box**)
- Terminate all cables at a computer interface panel in the I.T. room
- **Overhead drop or underground service provided by others. Unknown if a riser/weather head or underground conduit will be needed. If not provided by others, these items will be installed on a time and material basis.**

23. Coaxial Television Cable

Work to include:

- Install RG-6 cable from device box locations to I.T. room (**modular building manufactured will install pull strings from the device box locations to the plenum area directly above the device box**)
- Terminate all cables at a television interface panel in the I.T. room
- **Overhead drop or underground service provided by others. Unknown if a riser/weather head or underground conduit will be needed. If not provided by others, these items will be installed on a time and material basis.**

These services will be provided for a cost of \$342,400.00

All of this work will be completed with the understanding that no permits and inspections are required, and/or permits and inspections will be obtained and paid for by the customer.

ATTACHMENT B

SECTION 00 73 16

INSURANCE REQUIREMENTS

1.1 SUMMARY

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

1.2 CONTRACTOR'S LIABILITY INSURANCE

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

1.3 ADDITIONAL COVERAGES

- A. Professional Liability Insurance: Contractor shall employ professional engineering or land surveyor services for performing field engineering or preparing design calculations, plans and specifications. Contractor shall also require the retained engineers and land surveyors to carry professional liability insurance with limits not less than \$1,000,000 each claim with respect to negligent acts, errors, or omissions in connection with professional services to be provided under this Contract.

1.4 INSURANCE FOR OTHERS

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

1.5 FORMS OF POLICIES AND OTHER INSURANCE REQUIREMENTS

- A. Before commencement of the Work of this Contract, certificates of insurance and policy endorsements in form and with insurers acceptable to the City, evidencing all required insurance and with proper endorsements from Contractor's insurance carrier identifying as additional insureds the parties indicated under Article "Insurance for Others" above, shall be furnished to the City, with complete copies of policies to be furnished to the City promptly upon request. Contractor will be allowed a maximum of 10 working days, after the date on which the Contract is awarded, in which to deliver appropriate bond and insurance certificates and

endorsements.

- B. Approval of the insurance by the City shall not relieve or decrease the extent to which Contractor or subcontractor of any tier may be held responsible for payment of any and all damages resulting from its operations. Contractor shall be responsible for all losses not covered by the policy, excluding damage caused by earthquake and flood consistent with section 7105 of the California Public Contract Code in excess of 5 percent of the Contract Sum, including the deductibles. All policies of insurance and certificates shall be satisfactory to the City.
- C. The Contractor and its subcontractors shall comply with the provisions of California Labor Code section 3700. Prior to commencing the performance of work, the Contractor and all of its subcontractors shall submit to the awarding department a certificate of insurance against liability for workers compensation or proof of self-insurance in accordance with the provisions of the California Labor Code.
- D. Liability insurance, with an allowable exception for professional liability insurance, shall be on an occurrence basis, and said insurance shall provide that the coverage afforded thereby shall be primary coverage (and non-contributory to any other existing valid and collectable insurance) to the full limit of liability stated in the declaration, and such insurance shall apply separately to each insured against whom claim is made or suit is brought, but the inclusion of more than one insured shall not operate to increase the insurers limits of liability.
- E. Except for professional liability insurance, should any of the required insurance be provided under a form of coverage that includes an annual general aggregate limit or provides that claims investigation or legal defense costs be included in such annual general aggregate limit, such general annual aggregate limit shall be two times the occurrence limits stipulated. City reserves the right to increase any insurance requirement as needed and as appropriate.
- F. Should any of the required insurance be provided under a claims-made form, Contractor shall maintain such coverage continuously throughout the term of this Contract, and without lapse, for a period 4 years beyond the Contract Final Completion date, to the effect that, should occurrences during the Contract term give rise to claims made after expiration of the Contract, such claims shall be covered by such claims-made policies.
- G. Each such policy shall be endorsed to provide 30 days advance written notice to the City of reduction or non-renewal of coverages or cancellation of coverages for any reason. All notices shall be made to:
- Manager, Contract Administration Division
City and County of San Francisco
1155 Market Street, 4th Floor
San Francisco, CA 94103.
- H. All policies shall be endorsed to provide waivers of subrogation against City.
- I. Contractor, upon notification of receipt by the City of any such notice, shall file with the City a certificate of the required new or renewed policy at least 10 days before the effective date of such cancellation, change or expiration, with a complete copy of the new or renewed policy.
- J. If, at any time during the life of this Contract, Contractor fails to maintain any item of the required insurance in full force and effect, all Work of this Contract may, at City's sole option, be discontinued immediately, and all Contract payments due or that become due will be withheld, until notice is received by the City as provided in the immediately preceding Subparagraph "H" that such insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to the City.

- K. Any failure to maintain any item of the required insurance may, at City's sole option, be sufficient cause for termination for default of this Contract.

1.6 QUALIFICATIONS

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

END OF SECTION

ATTACHMENT C

SECTION 00 73 73

STATUTORY REQUIREMENTS

1.1 GENERAL

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

1.2 CONFLICT OF INTEREST

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

1.3 NONDISCRIMINATION REQUIREMENTS

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

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

1.4 REQUIRING MINIMUM COMPENSATION FOR COVERED EMPLOYEES

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

1.5 REQUIRING HEALTH BENEFITS FOR COVERED EMPLOYEES

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

1.6 MACBRIDE PRINCIPLES - NORTHERN IRELAND

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

1.7 PROHIBITION ON USE OF PUBLIC FUNDS FOR POLITICAL ACTIVITY

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

1.8 LIMITATIONS ON CONTRIBUTIONS

- A. By executing the Agreement (Section 00 52 00), Contractor acknowledges that it is familiar with section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with the City for the rendition of personal services, for the furnishing of any material, supplies or equipment, for the sale or lease of any land or building, or for a grant, loan or loan guarantee, from making any campaign contribution to (1) an individual holding a City elective office if the contract must be approved by the individual, a board on which that individual serves, or the board of a state agency on which an appointee of that individual serves, (2) a candidate for the office held by such individual, or (3) a committee controlled by such individual, at any time from the commencement of negotiations for the contract until the later of either the termination of negotiations for such contract or six months after the date the contract is approved. The prohibition on contributions applies to each prospective party to the contract; each member of Contractor's board of directors; Contractor's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 20 percent in Contractor; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Contractor. Contractor must inform each such person of the limitation on contributions imposed by Section 1.126 and provide the names of the persons required to be informed to City.

1.9 NONDISCLOSURE OF PRIVATE, PROPRIETARY OR CONFIDENTIAL INFORMATION

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

1.10 UNFAIR BUSINESS PRACTICES CLAIMS; ASSIGNMENT TO AWARDDING BODY

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

1.11 TROPICAL HARDWOOD AND VIRGIN REDWOOD PRODUCTS BAN

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

1.12 PRESERVATIVE-TREATED WOOD CONTAINING ARSENIC

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

1.13 FOOD SERVICE WASTE REDUCTION REQUIREMENTS

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

1.14 LOCAL BUSINESS ENTERPRISE AND NON-DISCRIMINATION IN CONTRACTING REQUIREMENTS

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

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

1.15 SUNSHINE ORDINANCE

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

1.16 SUBMITTING FALSE CLAIMS; REMEDIES

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

1.18 CONSIDERATION OF CRIMINAL HISTORY IN HIRING AND EMPLOYMENT DECISIONS

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

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

END OF SECTION

Albert Electric

Principal:

Title

Date

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): Members, Board of Supervisors	City elective office(s) held: Members, Board of Supervisors

Contractor Information <i>(Please print clearly.)</i>	
Name of contractor: McGuire and Hester	
<p><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></p> <p>(1) Michael R. Hester, President, Robert C. Doud, Exec VP/CFO, Brock N. Grunt, Secretary (2) Robert C. Doud, Exec VP.CFO (3) N/A – 100% Employee Owned (4) NO (5) N/A</p>	
Contractor address: McGuire and Hester 9009 Railroad Avenue Oakland, CA 94603	
Date that contract was approved: <i>(By the SF Board of Supervisors)</i>	Amount of contract: \$259,892
Describe the nature of the contract that was approved: Public Works executed a contract with McGuire and Hester to complete preparatory infrastructure work related to underground utilities for the temporary structures which will comprise the barracks, operation center and vehicle garage for the Treasure Island Fire Station.	
Comments:	

This contract was approved by (check applicable):

the City elective officer(s) identified on this form

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

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

Print Name of Board

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 Pl., San Francisco, CA 94102	E-mail: Board.of.Supervisors@sfgov.org

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): Members, Board of Supervisors	City elective office(s) held: Members, Board of Supervisors
Contractor Information <i>(Please print clearly.)</i>	
Name of contractor: Design Space Modular Buildings, 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. [See attached.]</i>	
Contractor address: Design Space Modular Buildings, Inc. 1935 Camino Vida Roble, Ste 210 Carlsbad, CA 92008-5573	
Date that contract was approved: <i>(By the SF Board of Supervisors)</i>	Amount of contracts: \$1,021,739 and \$276,732 for a total of \$1,298,471.
Describe the nature of the contract that was approved: Public Works has executed two contracts with Design Space Modular Buildings, Inc., the first for \$1,021,730 to purchase and install a modular office complex which will serve as temporary barracks and operation center for the Treasure Island Fire Station. The second contract valued at \$276,732 is to purchase and install an instant structure manufactured by Sprung Instant Structures, Inc. which will serve as a temporary garage for SFFD fire equipment and vehicles.	
Comments: Design Space Modular Buildings, Inc. requested the two separate contracts to assist with their internal administrative process.	

This contract was approved by (check applicable):

the City elective officer(s) identified on this form

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

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

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Address: City Hall, Room 244, 1 Dr. Carlton B. Goodlett Pl., San Francisco, CA 94102	E-mail: Board.of.Supervisors@sfgov.org

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

Date Signed

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

Date Signed

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

Please list the names of:

(1) members of the contractor's board of directors: Paul McShane, President; Dan McGregor, Secretary/CFO; Tony Esernia, Officer

(2) the contractor's chief executive officer, chief financial officer and chief operating officer: Paul McShane, President; Dan McGregor, Secretary/CFO; Tony Esernia, Officer

(3) any person who has an ownership of 20 percent or more in the contractor: Paul McShane, President and Tony Esernia, Officer

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

Sprung Instant Structures, Inc.
G&G Builders – installation of the Sprung Structure
L&B Modular – installation of the modular office complex
VHT Plumbing - plumbing
Hue and Cry – fire alarm
Designing Dreams – flooring

(5) any political committee sponsored or controlled by the contractor: Not applicable

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): Members, Board of Supervisors	City elective office(s) held: Members, Board of Supervisors

Contractor Information <i>(Please print clearly.)</i>	
Name of contractor: Design Space Modular Buildings, Inc.	
<i>Please list the names of:</i> (1) members of the contractor's board of directors: Not applicable; (2) the contractor's chief executive officer, chief financial officer and chief operating officer: Not applicable; (3) any person who has an ownership of 20 percent or more in the contractor: Not applicable; (4) any subcontractor listed in the bid or contract: Not applicable; (5) any political committee sponsored or controlled by the contractor: Not applicable.	
Contractor address: Albert Electric 2736 39th Avenue San Francisco, CA 94116	
Date that contract was approved: <i>(By the SF Board of Supervisors)</i>	Amount of contract: \$367,000
Describe the nature of the contract that was approved: Public Works executed a contract with Albert Electric for the design and installation of all electrical and lighting infrastructure for the temporary structures which will comprise the barracks, operation center and vehicle garage for the Treasure Island Fire Station.	
Comments:	

This contract was approved by (check applicable):

the City elective officer(s) identified on this form

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

Print Name of Board

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

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

Date Signed