

File No. 210915

Committee Item No. 2

Board Item No. _____

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee: Budget & Finance Committee

Date October 6, 2021

Board of Supervisors Meeting

Date _____

Cmte Board

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| <input type="checkbox"/> | <input type="checkbox"/> | Motion |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Resolution |
| <input type="checkbox"/> | <input type="checkbox"/> | Ordinance |
| <input type="checkbox"/> | <input type="checkbox"/> | Legislative Digest |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Budget and Legislative Analyst Report |
| <input type="checkbox"/> | <input type="checkbox"/> | Youth Commission Report |
| <input type="checkbox"/> | <input type="checkbox"/> | Introduction Form |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Department/Agency Cover Letter and/or Report |
| <input type="checkbox"/> | <input type="checkbox"/> | MOU |
| <input type="checkbox"/> | <input type="checkbox"/> | Grant Information Form |
| <input type="checkbox"/> | <input type="checkbox"/> | Grant Budget |
| <input type="checkbox"/> | <input type="checkbox"/> | Subcontract Budget |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Contract/Agreement |
| <input type="checkbox"/> | <input type="checkbox"/> | Form 126 – Ethics Commission |
| <input type="checkbox"/> | <input type="checkbox"/> | Award Letter |
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OTHER (Use back side if additional space is needed)

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| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <u>Revised Declaration of Emergency</u> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <u>Declaration of Emergency</u> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <u>Board of Supervisors Resolution No. 45-21</u> |
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Completed by: Linda Wong Date September 30, 2021

Completed by: Linda Wong Date _____

1 [Updated Emergency Declaration - Replacement and Repair of Fences - Increase the Total
2 Not to Exceed Cost to \$11,000,000]

3 **Resolution approving an updated emergency declaration of the San Francisco Public**
4 **Utilities Commission (SFPUC), pursuant to San Francisco Administrative Code, Section**
5 **6.60, to replace and repair fences on SFPUC watershed land in Alameda**
6 **damaged by the SCU Lightning Complex Fire, increasing the total not to exceed cost**
7 **from \$4,250,000 to \$11,000,000.**

8
9 WHEREAS, The San Francisco Public Utilities Commission’s (SFPUC) watershed
10 lands located in Santa Clara and Alameda County are critical assets for providing continuous
11 delivery of high-quality water to the 2.7 million water customers in the Bay Area; any inability
12 to use these assets poses a threat to water quality and deliveries, a basic service affecting the
13 lives, property and welfare of the SFPUC water customers in San Francisco, San Mateo,
14 Santa Clara and Alameda Counties; and

15 WHEREAS, Beginning on August 16, 2020, numerous lightning strikes ignited the SCU
16 Lightning Complex Fire (SCU Fire) that ultimately burned 396,624 acres, including
17 approximately 10,500 acres of SFPUC Alameda watershed property; and

18 WHEREAS, The SCU Fire damaged or destroyed approximately 60 miles of SFPUC-
19 owned security and grazing operation fencing located on SFPUC Alameda watershed
20 property; and

21 WHEREAS, The damaged fencing needs to be repaired and/or replaced immediately
22 to re-establish the security barrier to protect SFPUC Alameda watershed lands and regional
23 water system infrastructure from trespass, vandalism, and contamination of drinking water
24 sources (e.g., the Calaveras and San Antonio Reservoirs); and

1 WHEREAS, The fencing also ensures that cattle from SFPUC grazing tenants remain
2 separated from public roadways, drinking water sources, and sensitive environmental
3 resources; and

4 WHEREAS, Any delay to replacing and repairing the approximately 60 miles of fences
5 damaged in the SCU Lightning Complex Fire poses a risk to the security and quality of water
6 supply for the 2.7 million SFPUC regional water system customers relying on the water
7 deliveries; and

8 WHEREAS, As we are living in a global pandemic, COVID-19, water quality is an
9 essential service that will impact public health and safety for our 2.7 million water customers;
10 and

11 WHEREAS, Administrative Code, Chapter 6, Article IV, Section 6.60, authorizes
12 department heads to declare an emergency and award a public work contract, exempt from
13 the competitive bidding process, in the event of an actual emergency, which is defined to
14 include, “ ... [t]he breakdown or imminent breakdown of any plant, equipment, structure, street
15 or public work necessitating immediate emergency repair or reconditioning to safeguard the
16 lives or property of the citizens, or the property of the City and County, or to maintain the
17 public health and welfare ...”; and

18 WHEREAS, On October 19, 2020, the SFPUC General Manager declared an
19 emergency, approved by the President of the SFPUC, to replace and repair the fences
20 damaged in the SCU Fire in order reestablish the security barrier to protect SFPUC Alameda
21 watershed lands; and

22 WHEREAS, Administrative Code, Section 6.60(d) requires the SFPUC General
23 Manager to seek the Board of Supervisors’ approval in all cases where the estimated cost of
24 the emergency work exceeds \$250,000; and

25

1 WHEREAS, The SFPUC General Manager originally estimated that replacing and
2 repairing the fences damaged in the SCU Fire would not exceed \$4,500,000; and

3 WHEREAS, On February 2, 2021, by its Resolution No. 45-21, this Board of
4 Supervisors approved, the SFPUC General Manager's October 19, 2020, emergency
5 declaration to replace and repair the fences damaged in the SCU Lightning Complex Fire, and
6 amended the total not to exceed cost from \$4,500,000 to \$4,250,000; and

7 WHEREAS, The SFPUC reached out to eight vendors with the appropriate C-13
8 fencing contractor licenses to request quotes for the emergency work, and awarded two
9 contracts for the construction work to the two vendors with the lowest quotes, All Commercial
10 Fence, Inc. and Ranch Fence, Inc.; and

11 WHEREAS, On April 16, 2021, the SFPUC awarded Agreement No. WD-2881(E).A,
12 2020 SCU Lightning Complex Fire Impacted Fencing Replacement and Repair, to Ranch
13 Fence, Inc., in the amount of \$1,897,000, to replace and repair fences on SFPUC watershed
14 land damaged by the SCU Lightning Complex Fires; and

15 WHEREAS, On March 15, 2021, the SFPUC awarded Agreement No. WD-2881(E).B,
16 2020 SCU Lightning Complex Fire Impacted Fencing Replacement and Repair, to All
17 Commercial Fence, Inc., in the amount of \$1,897,000, to replace and repair fences on SFPUC
18 watershed land damaged by the SCU Lightning Complex Fires; and

19 WHEREAS, SFPUC staff have determined that the estimated quantities and length of
20 replacement and repair required are more substantial than initially estimated based on further
21 site investigations, including field-confirmed measurement of damaged fencing that was
22 documented after the first sections were built compared to the original estimate used to
23 determine the initial quantities; consequently, staff have updated the budget to reflect an
24 increase of approximately 10 miles of fencing in addition to the original 50 miles estimated, for
25 a total of 60 miles; these increased costs and quantities are due to the topographical realities

1 of these rugged environments, and costs associated with working in these remote locations;
2 and

3 WHEREAS, The SFPUC needs to hire a construction management firm to supervise the
4 vendors that are performing the fence repairs and replacements, as increased construction
5 work requires increased supervision, which the SFPUC General Manager estimates will not
6 exceed \$2,000,000; and

7 WHEREAS, On July 27, 2021, the SFPUC General Manager issued an updated
8 emergency declaration, approved by the President of the SFPUC, to reflect this increase in
9 cost due to the previously mentioned factors; and

10 WHEREAS, The Controller has certified that funds are available for this emergency
11 work and contract; now, therefore, be it

12 RESOLVED, That the Board of Supervisors approves, under Administrative Code,
13 Section 6.60, the updated emergency declaration of the San Francisco Public Utilities
14 Commission, dated July 27, 2021, to replace and repair the fences damaged in the SCU
15 Lightning Complex Fire, including construction management services, for a new total cost not
16 to exceed \$11,000,000; and, be it

17 FURTHER RESOLVED, That the Board of Supervisors ratifies actions taken to date by
18 the San Francisco Public Utilities Commission to address such emergency work and resolve
19 the emergency condition.

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1 RECOMMENDED:

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/s/

5 MICHAEL CARLIN

6 Acting General Manager of the SFPUC

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FUNDS AVAILABLE:

/s/ Michelle Allersma for
Ben Rosenfield

BEN ROSENFELD

Controller

<p>Item 2 File 21-0915</p>	<p>Department: Public Utilities Commission (PUC)</p>
<p>EXECUTIVE SUMMARY</p>	
<p>Legislative Objectives</p> <ul style="list-style-type: none"> • The proposed resolution would approve an updated emergency declaration of the San Francisco Public Utilities Commission (SFPUC) to replace and repair fences on SFPUC watershed land in the Alameda watershed damaged by the SCU Lightning Complex Fire, increasing the total not to exceed amount from \$4,250,000 to \$11,000,000. <p>Key Points</p> <ul style="list-style-type: none"> • In August 2020, the SCU Lightning Complex Fire in the Alameda Watershed burned nearly 400,000 acres including 10,500 acres of SFPUC watershed property located in Alameda and Santa Clara Counties. Approximately 60 miles of SFPUC-owned security and grazing operation fencing was destroyed. In February 2021 the Board of Supervisors approved the SFPUC’s emergency declaration to replace and repair the fences for a total not-to-exceed amount of \$4.25 million (File 21-0008). • Following a Request for Quotes process, SFPUC selected two vendors to complete the fence repair work: Ranch Fence and All Commercial Fence. Over the past six months approximately 13 miles of fencing has been completed, and 47 miles remain. The total cost of fencing that has been built is \$1,339,969, or 32 percent of the original not to exceed emergency declaration amount of \$4.25 million. • Since the original approval of the emergency declaration, SFPUC staff have completed field inspections and have determined that 60 miles of fencing are required with additional posts and gates to ensure the fencing is sufficiently strong to contain cattle and properly secure the watershed lands. In addition, SFPUC determined that the complexity of the work requires hiring a construction management firm to oversee the two repair contractors. SFPUC expects that all the work will be completed by the end of 2023. <p>Fiscal Impact</p> <ul style="list-style-type: none"> • Fencing located in Santa Clara County will be eligible for reimbursement under FEMA’s Fire Management Assistance Grant (FMAG), which amounts to \$7.48 million will be reimbursed. The remaining \$3.52 million in costs will be funded by SFPUC Water Enterprise funds. <p>Recommendations</p> <ul style="list-style-type: none"> • Reduce the proposed total not-to-exceed-amount by \$100,000, from \$11,000,000 to \$10,900,000 to reflect the revised budget with updated staffing costs provided by SFPUC. • Approve the proposed resolution. 	

MANDATE STATEMENT

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

BACKGROUND

The San Francisco Public Utilities Commission (SFPUC) provides retail drinking water and wastewater services to San Francisco and wholesale water to three Bay Area counties. SFPUC's surface water sources are located in three watersheds: 1) Hetch Hetchy Watershed in Yosemite National Park, 2) Alameda Watershed near Sunol, and 3) the Peninsula Watershed, south of San Francisco.

In August 2020, the SCU Lightning Complex Fire in the Alameda Watershed burned nearly 400,000 acres including 10,500 acres of SFPUC watershed property located in Alameda and Santa Clara Counties. Approximately 60 miles of SFPUC-owned security and grazing operation fencing was destroyed before the fire was 100 percent contained in early October 2020. The SFPUC fencing provided a security barrier to protect SFPUC Alameda watershed lands and regional water system infrastructure from trespass, vandalism and contamination of drinking water sources. On February 2, 2021 the Board of Supervisors approved the SFPUC's emergency declaration to replace and repair the fences for a total not-to-exceed amount of \$4.25 million (File No. 21-0008).

Following a Request for Quotes process, SFPUC selected two vendors to complete the fence repair and replacement work. On March 18, 2021, SFPUC awarded a contract to All Commercial Fence, Inc., and on April 16, 2021, SFPUC awarded a contract to Ranch Fence, Inc. Work is assigned by task order and payment is based on actual material quantities installed. SFPUC does not anticipate additional solicitations.

Work Completed

All Commercial Fence started work on March 1, 2021 and so far has built approximately 6.5 miles of fencing. All Commercial Fence has completed sections A1, B3, B1, and 75 percent of A4 (See attached Map). Following Board approval of the pending resolution, All Commercial Fence would continue working on sections A4 and B4.

Ranch Fence started work on July 1, 2021, but since has paused work due to staffing shortages, and anticipates beginning work again in October. Ranch Fence has built approximately 6.5 miles so far, including the completion of section A3 and the east-west portion of B2. Their next work would be the remaining north-south portion of B2.

Between the two contractors, over the past six months approximately 13 miles of fencing has been completed, and 47 miles remain. The total cost of fencing that has been built is \$1,339,969, or 32 percent of the original not to exceed emergency declaration amount of \$4.25 million.

DETAILS OF PROPOSED LEGISLATION

The proposed resolution would approve an updated emergency declaration of the San Francisco Public Utilities Commission (SFPUC) to replace and repair fences on SFPUC watershed land in the Alameda watershed damaged by the SCU Lightning Complex Fire, increasing the total not to exceed amount from \$4,250,000 to \$11,000,000.

Change in Estimated Repair Needs

The original repair estimate of 50 miles of fencing was based on inspection of a limited number sites and conversation with ranch tenants. Since the original approval of the emergency declaration, SFPUC staff have completed field inspections of the entire affected property and have determined that 60 miles of fencing are required with additional posts and gates to ensure the fencing is sufficiently strong to contain cattle and properly secure the watershed lands. In addition, SFPUC determined that the complexity of the work requires hiring a construction management firm to oversee the two repair contractors. SFPUC estimates that all the work will be completed by the end of 2023.

Construction Management Firm

SFPUC determined that in-house staffing was insufficient to manage the construction project, and that contracted construction management services were needed. Included in the proposed new, not to exceed amount is a contract for \$1,953,000 between the SFPUC and the construction management consultant Townsend Management, Inc./CM Pros JV for a duration of 31 months. The emergency construction management contract was awarded in June 2021 following a Request for Proposals process in which Townsend Management, Inc./CM Pros JV received the highest score out of the three proposals submitted and reviewed by a panel of subject matter experts. The primary role of the consultant is to provide construction administration, change management and construction inspection (i.e. quality control).¹

FISCAL IMPACT

Exhibit 1 below details the costs of the proposed emergency work.

¹ Request For Proposals: Emergency CM Services for the SCU Complex Fire Fence, Agreement No. PUC.PRO.0201, February 23, 2021. SFPUC Manager John Scarpulla said that although the RFP states the contract duration was to be for 18 months, the RFP was prepared and the agreement was executed before additional time could be spent evaluating the difficulties associated with the rugged terrain and remote work locations and experience based on the initial invoicing could be applied to the update cost estimate, which is for 31 months.

Exhibit 1: Estimated Total Budget to Replace Fire Impacted SFPUC Fencing

Description	Quantity	Unit Price	Total Cost
Barb Wire Fencing	316,800 (ft.)	\$18.5	\$5,860,800
Additional Line Posts	475	530	251,750
Drop Gates	60	2,000	120,000
Swing Gates	170	2,500	425,000
H Braces	885	960	849,600
Double H Braces	425	1,330	565,250
Leg Brace	1,072	50	53,600
Subtotal, Material Costs			\$8,126,000
Contingency (10%)			812,600
Total Construction Costs			\$8,938,600
Construction Management	31 months	\$63,000	\$1,953,000
Total			\$10,891,600

Source: SFPUC

The unit prices used for the budget estimate are the rates per the contract with All Commercial Fence. This firm may be required to build the rest of the fencing, if Ranch Fence does not return to the project, or stops work again.

Because the projected costs are \$10.9 million, we recommend reducing the proposed resolution’s not-to-exceed amount to \$10.9 million.

Sources of Funding

Fencing located in Santa Clara County will be eligible for reimbursement under FEMA’s Fire Management Assistance Grant (FMAG). Alameda County is not currently considered eligible for FMAG funding. SFPUC estimates that since approximately 68 percent of the damaged fencing is in Santa Clara County, therefore \$7.48 million is expected be reimbursed. The remaining \$3.52 million in costs will be funded by SFPUC Water Enterprise funds.

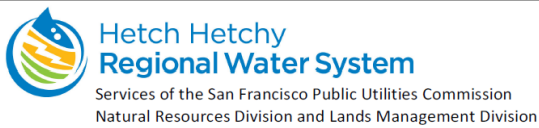
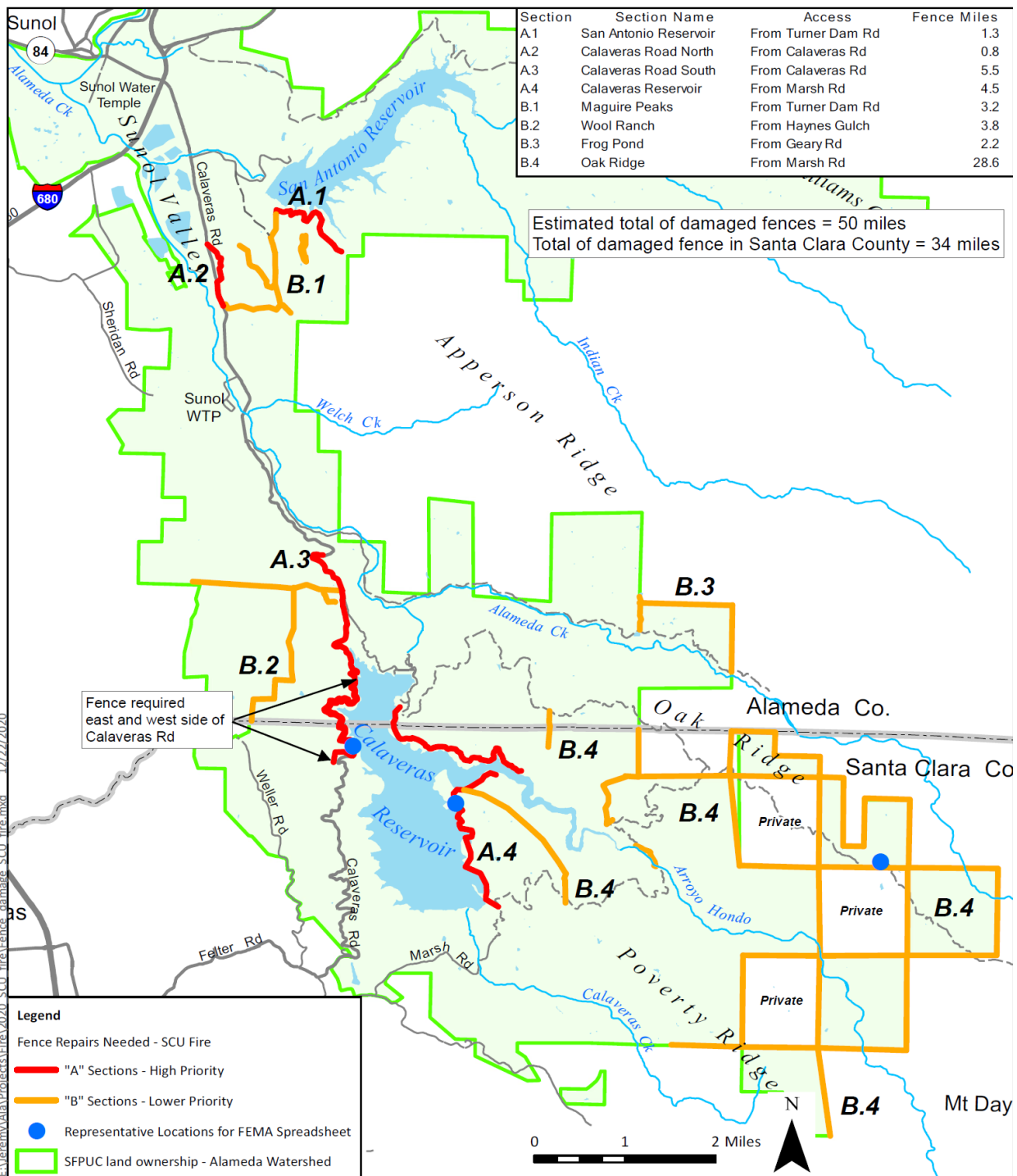
POLICY CONSIDERATIONS

In approving the emergency work, the Board granted SFPUC exemption from requirements of Chapter 6 of the Administrative Code which contains policies and procedures for the City’s public works contracting; Chapters 12A, 12B and 12C of the Administrative Code which contain policies related to nondiscrimination in contracts; and Chapter 14B of the Administrative Code which contains policies for local hiring in the City’s contracting process.

RECOMMENDATIONS

1. Reduce the proposed total not-to-exceed-amount by \$100,000, from \$11,000,000 to \$10,900,000 to reflect a revised budget with updated staffing costs provided by SFPUC.
2. Approve the proposed resolution.

Attachment I



Alameda Watershed
**Fence Repairs Required
 SCU Complex Fire**



INTER-OFFICE MEMORANDUM

Date: July 27, 2021

To: Commissioner Sophie Maxwell
President, San Francisco Public Utilities Commission

From: Michael Carlin *(MURC)*
Acting General Manager

Subject: **Revised Declaration of Emergency – Replacement and Repair of Fences damaged in the SCU Lightning Complex Fire**

Beginning on August 16, 2020, numerous lightning strikes ignited the SCU Lightning Complex Fire (SCU Fire) that burned approximately 10,500 acres of SFPUC Alameda watershed property and damaged or destroyed approximately 50 miles of security and grazing operation fencing.

In a memorandum addressed to you dated October 19, 2020, Harlan L. Kelly declared an emergency due to the destruction of, and need to repair, fencing at the SFPUC Alameda watershed lands, with an amount not anticipated to exceed \$4.5 million. You provided your written concurrence and approval.

He declared the emergency pursuant to Chapter 6.60 of the Administrative Code of the City and County of San Francisco, which pertains to emergency contracting for public works.

Staff have now collected additional information about the actual costs of replacing and repairing the damaged fencing based on the bids and initial invoicing that SFPUC received for the emergency fencing (WD-2881.E 2020 SCU Lightning Complex Fire Impacted Fencing Replacement and Repair) contracts. Staff have determined that the estimated quantities and length of replacement and repair required are more substantial than initially estimated based on further site investigations, including field-confirmed measurement of damaged fencing that was documented after the first sections were built compared to the original estimate used to determine the initial quantities. Consequently, staff have updated the budget to reflect an increase of approximately 10 miles of fencing in addition to the original 50 miles estimated, for a total of 60 miles. These increased costs and quantities are due to topographical realities of these rugged environments, and costs associated with working in these remote locations. Oversight and inspection of the fence

London N. Breed
Mayor

Sophie Maxwell
President

Anson Moran
Vice President

Tim Paulson
Commissioner

Ed Harrington
Commissioner

Newsha Ajami
Commissioner

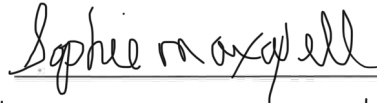
Michael Carlin
Acting
General Manager



work is required and will utilize contracted construction management services. The initial oversight and inspection work in the rugged terrain and the large amount of fence replacement and repair necessary was used to estimate construction management services costs. With this additional information, staff believe that the anticipated cost of the work will be substantially more than the initial \$4.5 million estimate. Staff now estimate the cost of the work beyond the capabilities of City forces is not anticipated to exceed \$11 million.

I am therefore updating the October 19, 2020 declaration of an emergency to reflect this change - an increase in the anticipated not to exceed cost from \$4.5 million to \$11 million. I trust that this meets with your concurrence and approval.

CONCUR AND



APPROVE:

(Sophie Maxwell, President
San Francisco Public Utilities Commission


cc: A. Moran E. Harrington
T. Paulson N. Ajami



INTER-OFFICE MEMORANDUM

Date: October 19, 2020

To: Commissioner Sophie Maxwell
 President, San Francisco Public Utilities Commission

From: Harlan L. Kelly, Jr. 
 General Manager

Subject: **Declaration of Emergency – Replacement and Repair of Fences damaged in the SCU Lightning Complex Fire**

In accordance with Chapter 6, Article IV, Section 6.60(d) of the Administrative Code of the City and County of San Francisco, I am declaring an emergency on behalf of the San Francisco Public Utilities Commission (SFPUC).

Beginning on August 16, numerous lightning strikes ignited what was eventually labeled the SCU Lightning Complex Fire (SCU Fire) that ultimately burned 396,624 acres, including approximately 10,500 acres of SFPUC Alameda watershed property. On SFPUC property, the SCU Fire damaged or destroyed approximately 50 miles of security and grazing operation fencing. This fencing needs to be repaired and/or replaced immediately to reestablish the security barrier to protect SFPUC Alameda watershed lands and regional water system infrastructure from trespass, vandalism, and contamination of drinking water sources (e.g., Calaveras and San Antonio Reservoirs). The fencing ensures that cattle from SFPUC grazing tenants remain separated from public roadways, drinking water sources, and sensitive environmental resources.

According to Chapter 6.60 of the Administrative Code, an "actual emergency" means 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. Unrestrained cattle and the risk of trespass at the facilities have created a clear and imminent danger to the safety of drivers, the integrity of infrastructure, and the quality of drinking water. The prompt erection of replacement fencing is needed to prevent such dangers.

- London N. Breed**
Mayor
- Sophie Maxwell**
President
- Anson Moran**
Vice President
- Tim Paulson**
Commissioner
- Ed Harrington**
Commissioner
- Harlan L. Kelly, Jr.**
General Manager



This request for emergency declaration is for contract resources to repair and/or replace approximately 50 miles of security and grazing operation fencing. The work needs to occur as soon as possible and is beyond the capabilities of City forces. The estimated cost of this emergency work exceeds the threshold amount of \$250,000 which requires Board of Supervisors' review and approval. The actual estimate for the work is not anticipated to exceed \$4.5 million.

I am therefore declaring the existence of an emergency. I trust that this meets with your concurrence and approval.

CONCUR AND APPROVE:



Sophie Maxwell – President,
San Francisco Public Utilities Commission


cc: A. Moran
T. Paulson
E. Harrington
M. Carlin
K. How
S. Ritchie
E. Sandler



San Francisco Water Power Sewer

Services of the San Francisco Public Utilities Commission

Project Administration Bureau
525 Golden Gate Avenue, 8th Floor
San Francisco, CA 94102
T 415.551-4603
F 415.554.3225
TTY 415.554.3488

Date: April 16, 2021
To: Requested Signatories
From: Hannah Rosenstein 
Contract Administration Bureau
Subject: San Francisco Public Utilities Commission (SFPUC) Contract WD-2881(E).A 2020 SCU Lightning Complex Fire Impacted Fencing Replacement and Repair

The SFPUC plans to award Ranch Fence, Inc. the above referenced contract on April 16, 2021. In accordance with San Francisco Administrative Code Chapter 6, Section 6.60, Emergency Repairs, Work and Contracts, the SFPUC issued an Emergency Declaration on October 19, 2020 to repair and replace fences damaged in the SCU Lightning Complex Fire. The Board of Supervisors adopted this Declaration on February 2, 2021.

An Agreement package is being transmitted electronically via DocuSign, including the following documents:

1. Memo to General Manager (GM)
 - a. To provide an overview of the contract.
 - b. Initials requested from Contract Administration Bureau (CAB) Analyst, CAB Construction Contracts Manager, Project Administration Bureau (PAB) Manager, Assistant General Manager (AGM) Infrastructure
2. Section 00 52 00 Agreement Form, including Agreement Appendix 1 FEMA Emergency Requirements
 - a. Signatures requested from Contractor, GM, and City Attorney (CAT)
3. Performance and Payment Bond
 - a. Signed by CAT on March 12, 2021
4. Certificate of Insurance
5. Ratings of Insurance Companies
6. SFPUC Declaration of Emergency
7. Board of Supervisors Resolution

The routing sequence for the package is as follows:

- a. CAB Analyst Hannah Rosenstein to initial DocuSign Transmittal Memo, Memo to GM
- b. CAB Construction Contracts Manager Greg Lyman to initial Memo to GM
- c. Contractor to sign Section 00 52 00 Agreement Form, Agreement Appendix 1 FEMA Emergency Requirements
- d. PAB Manager Ivy Fine to initial Memo to GM
- e. CAT Randy Parent to sign Section 00 52 00 Agreement Form
- f. AGM Kathryn How to initial Memo to GM
- g. Acting GM Michael Carlin to sign Section 00 52 00 Agreement Form

Please contact me with any questions. My email is hrosenstein@sfgwater.org.

London N. Breed
Mayor

Sophie Maxwell
President

Anson Moran
Vice President

Tim Paulson
Commissioner

Ed Harrington
Commissioner





Newsha Ajami
Commissioner

Michael Carlin
Acting
General Manager

OUR MISSION: To provide our customers with high-quality, efficient and reliable water, power and sewer services in a manner that values environmental and community interests and sustains the resources entrusted to our care.



Memo

To: Michael Carlin, Acting General Manager
Through: Kathryn How, Assistant General Manager – Infrastructure  on behalf of Ivy Fine
Through: Ivy Fine, Manager – Project Administration Bureau 
Through: Greg Lyman, Construction Contracts Manager – Contract Administration Bureau 
From: Hannah Rosenstein, Contract Analyst – Contract Administration Bureau  Derek wong
Date: April 16, 2021
Re: Emergency Construction Contract WD-2881(E).A 2020 SCU Lightning Complex Fire on behalf of
 Impacted Fencing Replacement and Repair Greg Lyman

Board of Supervisors Approval Date

February 2, 2021

Overview

On October 19, 2020, the San Francisco Public Utilities Commission’s General Manager issued a Declaration of Emergency because numerous lightning strikes ignited what was eventually labeled the SCU Lightning Complex Fire (SCU Fire), which burned approximately 10,500 acres of SFPUC Sunol Watershed property located in Alameda and Santa Clara Counties. The SCU Fire destroyed approximately 50 miles of security and grazing operation fencing. This fencing needs to be repaired and/or replaced immediately to reestablish the security barrier to protect SFPUC Sunol Watershed lands and regional water system infrastructure from trespass, vandalism, and contamination of drinking water sources.

Purpose/Deliverables

The objective of the project is to provide emergency services to remove and dispose of existing damaged fencing and install fences, posts, gates, and braces in the Sunol Watershed.

Cost

Not to Exceed \$1,897,000. Work will be assigned by task order. The first task order is approximately \$226,459.

Awarded Contractor

Ranch Fence, Inc.

Source of Funds

Project No. 10036472 2020 SCU Lightning Complex (PUC)

Work Dates

The project shall be Substantially Complete within 365 consecutive calendar days from Notice to Proceed and Finally complete within 90 consecutive calendar days of Substantial Completion.

Recommendation

Approve by signature

SECTION 00 52 00

AGREEMENT FORM

THIS AGREEMENT is made for the convenience of the parties this 16th day of April, 2021 by and between Ranch Fence, Inc., located at 5071 Cole Road, Mariposa, CA 95338 (“CONTRACTOR”), and the City and County of San Francisco, State of California (the “CITY”), acting through the General Manager (the “GENERAL MANAGER”) of the San Francisco Public Utilities Commission (the “SFPUC”), under and by virtue of the Charter and Administrative Code of the City and County of San Francisco.

WHEREAS, on the 19th day of October, 2020, the San Francisco Public Utilities Commission’s General Manager issued a Declaration of Emergency because numerous lightning strikes ignited what was eventually labeled the SCU Lightning Complex Fire (SCU Fire), which burned approximately 10,500 acres of SFPUC Alameda watershed property. The SCU Fire destroyed approximately 50 miles of security and grazing operation fencing. This fencing needs to be repaired and/or replaced immediately to reestablish the security barrier to protect SFPUC Alameda watershed lands and regional water system infrastructure from trespass, vandalism, and contamination of drinking water sources; and

WHEREAS, the President of the San Francisco Public Utilities Commission approved the Declaration of Emergency, a copy of which is attached hereto; and

WHEREAS, on February 2, 2021, as set forth in Resolution No. 210008, the San Francisco Board of Supervisors approved the emergency declaration by the San Francisco Public Utilities Commission on October 19, 2020 to resolve the emergency situation; and

WHEREAS, the CITY has retained two Contractors to repair and replace the 50 miles of fence; and

WHEREAS, The Work will be issued on a Task Order basis and payment will be issued based on actual material quantities installed; and

WHEREAS, the CITY has retained the CONTRACTOR to replace and repair fences on SFPUC watershed land in Alameda watershed damaged by the SCU Lightning Complex Fires.

**2020 SCU LIGHTNING COMPLEX FIRE IMPACTED FENCING REPLACEMENT AND
REPAIR
Contract No. WD-2881(E).A**

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 GENERAL MANAGER, 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 GENERAL MANAGER.

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 – CONTRACT DOCUMENTS; CONTRACTOR'S GENERAL RESPONSIBILITIES

- 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, are defined in the General Conditions (Section 00 72 00). Any undefined term used in this AGREEMENT shall be given the definition set forth in the General Conditions (Section 00 72 00).
- 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.

ARTICLE 2 – CONTRACT TIME

- 2.01 Completion Dates. As set forth in Section 00 73 02, the Work shall be Substantially Complete within 365 consecutive calendar days, beginning with and including the official date of Notice to Proceed as established by the MANAGER, Construction Management Bureau, and Finally Complete in accordance with Article 9 of the General Conditions (Section 00 72 00) within 90 consecutive calendar days after the date the CITY issues a Notice of Substantial Completion.
- 2.02 FEMA Emergency & Exigency Contracts Requirements. CONTRACTOR is hereby notified that a portion of the Work may be eligible for funds under the Federal Emergency Management Agency (FEMA). For CITY to be eligible for the FEMA Emergency & Exigency Contracts Requirements, which is attached to this AGREEMENT as Appendix – 1, and complete the Certification Regarding Lobbying, included therein.

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 Contractor's Quote, dated December 29, 2020.

For all Work, CONTRACTOR guarantees that the maximum cost payable by the City, based on direct costs for actual quantities of labor, materials, equipment and Contractor's fees for indirect costs as set forth in Paragraph 6.06 of the General Conditions (Section 00 72 00), all subject to increases or decreases for changes in the Work, shall not exceed One Million Eight Hundred Ninety-Seven Thousand Dollars and 0/100 cents (\$1,897,000).

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 Administrative Code, including section 6.22(e). In addition, this Project is subject to the requirements of the San Francisco Local Hiring Policy for Construction, Administrative Code Section 6.22(g) and Chapter 82. Refer to Section 00 73 30 for further information.

- 4.02 Prevailing Wages. The latest Wage Rates for Private Employment on Public Contracts 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 San Francisco Public Utilities Commission, City and County of San Francisco, Contract Administration Bureau, 525 Golden Gate Avenue, 8th Floor, San Francisco, CA 94102.

- 4.03 Penalties. CONTRACTOR shall forfeit to the CITY back wages due plus not less than 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 – NOTICES TO PARTIES

5.01 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: *Contact the designated City Representative*

To CONTRACTOR: Ranch Fence
 (Contractor’s name)

5071 Cole Road, Mariposa CA 95338
 (Contractor’s mailing address)

Jarrood@ranchfenceonline.com
 (Contractor’s e-mail address)

209-966-2799
 (Contractor’s fax no.)

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

5.03 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 6 – TERMINATION AND SURVIVAL

6.01 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 as set forth in Article 14 of the General Conditions (Section 00 72 00).

6.02 The provisions of the Contract Documents which by their nature survive termination of the Contract, including without limitation all warranties, indemnities, payment obligations, and the City's right to audit Contractor's books and records, shall remain in full force and effect after termination of the Contract.

[Emergency Contracts Only]

Executed on May 3, _____, 2021

209-966-5914

Telephone Number NA

S.F. Business Tax Registration Certificate Number _____

Ranch Fence Inc.

Name of Firm or Corporation _____

DocuSigned by:

Jarrold Twiss

F7CA74188F0F495...

(signed) Bidder or Authorized Representative _____

Vice-President

Position in Firm or Corporation _____

Vice-President

95338

Address of Firm or Corporation _____

Zip Code _____

5071 Cole Road

Contractor's California License No. _____

912353

License Expiration Date _____

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

CONTRACTOR:

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

I further certify that I am aware of the provisions of California Labor Code 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.

CITY

By: Michael Carlin

DocuSigned by:

380EAE264D5E47C

Acting General Manager, San Francisco Public Utilities Commission

RANCH FENCE, INC.

Principal By: Jarrold Twiss

DocuSigned by:

F7CA74188F0F495...

Vice-President

Title Jarrold Twiss

Print Name _____

Approved as to form:
DENNIS J. HERRERA
City Attorney

DocuSigned by:
By: Randy Parent
Deputy City Attorney
Randy Parent

Print Name

END OF SECTION

00 52 00 AGREEMENT APPENDIX 1
FEMA EMERGENCY & EXIGENCY CONTRACTS REQUIREMENTS

1. Contract Requirements. This contract may be eligible for FEMA funding. FEMA requires inclusion of the following contract provisions for procurement under exigent or emergency circumstances. The Parties must comply with these provisions as a minimum. In the event of a conflict with other provisions in this contract that address the same or a similar requirement, the provisions that are stricter and impose the greater duties upon Contractor shall apply.

2. Remedies for Breach. In addition to all other remedies included in this contract, Contractor shall, at a minimum, be liable to the City for all foreseeable damages it incurs as a result of Contractor violation or breach of the terms of this contract. This includes without limitation any costs incurred to remediate defects in Contractor's services and/or the additional expenses to complete Contractor's services beyond the amounts agreed to in this contract, after Contractor has had a reasonable opportunity to remediate and/or complete its services as otherwise set for in this contract. All remedies provided for in this contract may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations. The exercise of any remedy shall not preclude or in any way be deemed to waive any other remedy.

3. Termination for Convenience. City shall have the option, in its sole discretion, to terminate this Contract, at any time during the term hereof, for convenience and without cause. City shall exercise this option by giving Contractor written notice of termination. The notice shall specify the date on which termination shall become effective. In no event shall City be liable for costs incurred by Contractor or any of its subcontractors after the termination date specified by City, except for those costs reasonably necessary to effectuate demobilization from the work.

4. Termination for Cause. On and after any event of default, City shall have the right to exercise its legal and equitable remedies, including without limitation, the right to terminate this contract for cause or to seek specific performance of all or any part of this contract. In addition, City shall have the right (but no obligation) to cure (or cause to be cured) on behalf of Contractor any event of default. Contractor shall pay to City on demand all costs and expenses incurred by City in effecting such cure, with interest thereon from the date of incurrence at the maximum rate then permitted by law. City shall have the right to offset from any amounts due to Contractor under this contract or any other contract between City and Contractor all damages, losses, costs or expenses incurred by City as a result of such event of default and any liquidated damages due from Contractor pursuant to the terms of this contract or any other contract.

5. Equal Employment Opportunity. If this contract constitutes a "federally assisted construction contract" as defined in 41 C.F.R. §60-1.3, during the performance of this contract, Contractor agrees as follows:

A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national

origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

C. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

D. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

E. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

F. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

G. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and

such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

H. The Contractor will include the provisions of this section 5 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The City further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the City is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The City agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The City further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the City agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

6. Davis-Bacon Act. If this contract is a construction contract in excess of \$2,000, Contractor agrees as follows:

A. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The Contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

B. Contractor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. A copy of the current prevailing wage determination issued by the Department of Labor will be made available upon request. The City will report all suspected or reported violations to FEMA.

C. Additionally, Contractor is required to pay wages not less than once a week.

7. Copeland Anti-Kickback Act. If this contract is a construction contract in excess of \$2,000, Contractor agrees as follows:

A. **Contractor.** The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

B. **Subcontracts.** The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

C. **Breach.** A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

8. Work Hours and Safety Standards. If this contract is for a price in excess of \$100,000, and involves the employment of mechanics or laborers, Contractor agrees as follows:

A. **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

B. **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (A) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, Contractor and subcontractor(s) shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (A) of this section, in the sum of \$26 for each calendar day on which such individual was required or

permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (A) of this section.

C. **Withholding for unpaid wages and liquidated damages.** The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (B) of this section.

D. **Subcontracts.** The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (A) through (D) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (A) through (D) of this section.

E. This Section 8 does not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

9. **Rights to Inventions.** If FEMA's funding for this contract meets the definition of "funding agreement," and if this contract constitutes a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment, or performance of experimental, developmental, or research work, the City agrees to comply with the requirements of 37 C.F.R. Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements, and any implementing regulations issued by FEMA.

10. **Clean Air Act.** If this contract is for a price in excess of \$150,000, Contractor agrees as follows:

A. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

B. The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

C. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

11. Federal Water Pollution Act. If this contract is for a price in excess of \$150,000, Contractor agrees as follows:

A. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

B. The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

C. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

12. Debarment and Suspension. If this contract is for a price in excess of \$25,000, Contractor agrees as follows:

A. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

B. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

C. This certification is a material representation of fact relied upon by the City. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

D. The Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

13. Procurement of Recovered Materials

A. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

- i. Competitively within a timeframe providing for compliance with the contract performance schedule;
- ii. Meeting contract performance requirements; or
- iii. At a reasonable price.

B. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

C. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.”

14. Time and Material Contracts. To the extent this contract includes work that is paid on a time and material basis, such work must have a guaranteed maximum price (GMP). The GMP is set forth in the body of this contract. The GMP constitutes a ceiling price that Contractor exceeds at its own risk.

15. Bonding Requirements. To the extent this is a contract for construction or facility improvement, Contractor agrees as follows:

A. Contractor provided with its bid for this contract a bid guarantee of no less than 5% of the bid price, or greater if otherwise required in this contract or the San Francisco Administrative Code.

B. Contractor has obtained a performance bond in favor of the City, securing fulfillment of all its obligations under the contract, in an amount no less than 100% of the contract price.

C. Contractor has obtained a payment bond, assuring payment as required by law to all persons supplying labor and material in the execution of the work provided for in the contract, in an amount no less than 100% of the contract price.

16. Access to Records. The following access to records requirements apply to this contract:

A. The Contractor agrees to provide City, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

B. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

C. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

D. In compliance with the Disaster Recovery Act of 2018, the City and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

17. Department of Homeland Security Seal, Logo, and Flags. The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

18. Compliance with Federal Law, Regulations, and Executive Orders. This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The Contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

19. No Obligation by Federal Government. The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the contract.

20. Program Fraud and False or Fraudulent Statements or Related Acts. The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

21. Byrd Anti-Lobbying Certification.

A. Contractors who apply or bid for an award of \$100,000 or more shall file the required certification pursuant to the Byrd Anti-Lobbying Amendment, 31 U.S.C. §1352, as amended. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

B. If this contract is for a price of \$100,000 or more, Contractor, and its lower tiers, must sign and submit to the City the following certification:

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, **Ranch Fence, Inc.** certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

DocuSigned by:
Jarrold Twiss

Signature of Contractor's Authorized Official

Jarrold Twiss Vice-President

Name and Title of Contractor's Authorized Official

05/03/2021 | 2:42:01 PM PDT

Date

Bond #1001138332

SECTION 00 61 13

PERFORMANCE AND PAYMENT BOND FORM

KNOW ALL MEN BY THESE PRESENTS, that WHEREAS, the San Francisco Public Utilities Commission of the City and County of San Francisco, State of California, has awarded to:

Ranch Fence Inc.

hereinafter designated as the "Principal", a Contract for:

2020 SCU LIGHTNING COMPLEX FIRE IMPACTED FENCING REPLACEMENT AND REPAIR

Contract No. WD-2881(E) (Award \$ 226,459.20)

WHEREAS, said Principal is required under the terms of said Contract to furnish a Bond for the faithful performance of said Contract; and to furnish a separate Bond for the payment of any materials, provisions, or other supplies, used in, upon, for or about the performance of the Work contracted to be done;

NOW, THEREFORE, we the Principal and
U.S. Specialty Insurance Company

as Surety, are firmly bound unto the City and County of San Francisco in the penal sum of

(PERFORMANCE BOND)

Two Hundred Twenty Six Thousand Four
Hundred Fifty Nine Dollars and 20/100 and

(PAYMENT BOND)

Two Hundred Twenty Six Thousand Four
Hundred Fifty Nine Dollars and 20/100

United States Dollars for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally firmly by these presents for the penal sum for a performance bond and an equal and separate penal sum for a separate payment bond. The conditions of this obligation is such that if the said principal does well and faithfully performs all the conditions and covenants of said Contract, according to the true intent and meaning thereof, upon its part to be kept and performed, then the above obligation is to be null and void, otherwise to remain in full force and effect.

(PERFORMANCE BOND)

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bounden Principal, its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the said Contract, including the provisions for liquidated damages in the said Contract, any changes, additions or alterations thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City and County of San Francisco, its officers and agents, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

(PAYMENT BOND)

THE CONDITION OF THIS OBLIGATION IS SUCH, that if said principal, its heirs, executors, administrators, successors or assigns, or its subcontractors, shall fail to pay (i) any of the persons named in California Civil Code Section 9100 for any materials, provisions, or other supplies used in, upon, for or about the performance of work under the Contract, or for any work or labor performed under the

Contract; or (ii) amounts due under the California Unemployment Insurance Code with respect to work or labor performed under the Contract; or (iii) for any amounts required to be deducted, withheld, and paid over to the State of California Employment Development Department from the wages of employees of Principal and subcontractors pursuant to Section 13020 of the California Unemployment Insurance Code with respect to such work or labor, that Surety will pay for the same in an amount not exceeding the sum specified in this Bond. In the event that suit is brought upon this Payment Bond, the parties not prevailing in such suit shall pay reasonable attorney's fees and costs incurred by the prevailing parties in such suit.

This Payment Bond shall inure to the benefit of any of the persons named in California Civil Code Section 9100 as to give a right of action to such persons or their assigns in any suit brought against this Bond.

Should the condition of this Payment Bond be fully performed, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

Surety, for value received, hereby expressly agrees that no change, extension of time, modification, alteration or addition to the undertakings, covenants, terms, conditions and agreements of the Contract, or to the work to be performed thereunder, or to the Specifications accompanying the same, and no inadvertent overpayment of progress payments, shall in any way affect its obligations on these Bonds; and it does hereby waive notice of any such change, extension of time, modification, alteration or addition to the undertakings, covenants, terms, conditions and agreements of the Contract, or to the Work to be performed thereunder, or to the Specifications, or of any inadvertent overpayment of progress payments.

Should there be more than one surety executing this form on behalf of the Surety, each surety shall be jointly and severally liable for all obligations of Surety stated herein for the Performance and Payment Bonds.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their seal this 18 day of February, 2021, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Approved as to form:

Dennis J. Herrera
City Attorney

By: T. Herrera
Signature of Deputy City Attorney

Tyson Anbutnot
Print Name of Deputy City Attorney

By: Jarrod Twiss
Jarrod Twiss, Vice President
Signature of Principal

Ranch Fence Inc.
Print Name of Principal

By: Teresa R. Liles
Teresa R. Liles, Attorney-in-Fact
Signature of Surety

U.S. Specialty Insurance Company
Print Name of Surety

END OF SECTION



TOKIO MARINE
HCC

POWER OF ATTORNEY
AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Michael D. Kempes, Michael J. Carpenter, Ruth B. Halstead, Sherry L. Yorks,
Teresa R. Liles or Christine M. Ballenger of Merced, California

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed *****Two Million***** Dollars (***\$2,000,000.00***). This

Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1st day of June, 2018.

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

State of California

County of Los Angeles



By:

Daniel P. Aguilar, Vice President

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document

On this 1st day of June, 2018, before me, Sonia O. Carrejo, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

(seal)



I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 18th day of February, 2021.

Corporate Seals

Bond No. _____

Agency No. _____

2426



Kio Lo, Assistant Secretary

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Merced)

On February 18 2021 before me, Michelle Marie Arredondo, Notary Public
(insert name and title of the officer)

personally appeared Teresa R. Liles,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *Michelle Marie Arredondo* (Seal)





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/14/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Leap/Carpenter/Kemps Insurance Agency 3187 Collins Dr. Merced CA 95348	CONTACT NAME: Dottie Flores	
	PHONE (A/C. No. Ext): 209-386-5076	FAX (A/C. No): 209-385-6126
E-MAIL ADDRESS: dflores@lckinsurance.com		
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Financial Pacific Ins. Co	31453
INSURED Ranch Fence Inc. 5071 Cole Road Mariposa CA 95338-9601	RANCH-6	
	INSURER B : Topa Insurance Company	18031
	INSURER C : Everest Premier Ins Co	16045
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER: 400514994

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	60432497	8/8/2020	8/8/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	Y	60432497	8/8/2020	8/8/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB			60432497	8/8/2020	8/8/2021	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below		Y	7600012796201	2/1/2020	2/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Excess Liability #2 Contractors Equipment			CNC00200129-02	8/8/2020	8/8/2021	Each Occurrence 3,000,000 Aggregate Limit 3,000,000 Installation 50,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Project: SFPUC Contract No. WD-2881(E) SCU Lightning Complex Fire Impacted Fencing Replacement and Repair
 City and County of San Francisco, its Officers, Agents, and Employees as well as others as required by contract are Additional Insured with respects to General Liability and Auto Liability per endorsements attached.
 The General Liability is primary and non-contributory per endorsement attached.
 Waiver of Subrogation applies to the General Liability, Auto Liability, and Workers Compensation per endorsements attached.
 30 day notice of cancellation applies to the General Liability, Auto Liability, and Workers Compensation per forms attached.
 Contractor, upon receipt of any such notice of cancellation, shall file with the City a certificate of insurance of the required new or renewed policy, including applicable policy endorsements, at least 10 calendar days before the effective date of such cancellation, change or expiration, or as soon as practicable before See Attached...

CERTIFICATE HOLDER

CANCELLATION

Manager, SFPUC Contract Administration Bureau City and County of San Francisco 525 Golden Gate Avenue, 8th Floor San Francisco CA 94102	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---

AGENCY CUSTOMER ID: RANCH-6

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Leap/Carpenter/Kemps Insurance Agency		NAMED INSURED Ranch Fence Inc. 5071 Cole Road Mariposa CA 95338-9601	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

such effective date in the case of non-payment issues. Upon request, Contractor promptly shall furnish the City with the complete copy of the new or renewed policy.

Policy # 60432497

COMMERCIAL AUTO
CA 71 09 01 17**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****BUSINESS AUTO ULTRA ENDORSEMENT**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

COMMON POLICY CONDITIONS

COVERAGE INDEX

DESCRIPTION	PAGE
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Amended Fellow Employee Coverage	3
Towing and Labor	3
Physical Damage Additional Transportation Expense Coverage	3
Extra Expense - Theft	3
Rental Reimbursement and Additional Transportation Expense	4
Personal Effects Coverage	4
Personal Property of Others	4
Locksmith Coverage	4
Vehicle Wrap Coverage	5
Airbag Accidental Discharge	5
Audio, Visual and Data Electronic Equipment Coverage	5
Auto Loan/Lease Total Loss Protection	5
Glass Repair – Deductible Amendment	5
Amended Duties in the Event of Accident, Claim, Suit or Loss	6
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The COVERAGE INDEX set forth above is informational only and grants no coverage.

Terms set forth in ***(Bold Italics)*** are likewise for information only and by themselves shall be deemed to grant no coverage.

(Temporary Substitute Auto Physical Damage)

A. TEMPORARY SUBSTITUTE AUTO PHYSICAL DAMAGE

SECTION I – COVERED AUTOS, paragraph C. **Certain Trailers, Mobile Equipment and Temporary Substitute Autos** is amended by adding the following at the end of the existing language:

If Physical Damage Coverage is provided under this Coverage form for an "auto" you own, the Physical Damage coverages provided for that owned "auto" are extended to any "auto" you do not own while used with the permission of its owner as a temporary substitute for the covered "auto" you own that is out of service because of its breakdown, repair, servicing, "loss", or destruction

B. BROADENED LIABILITY COVERAGES

SECTION II – LIABILITY COVERAGE in Paragraph A. **Coverage at 1. Who Is An Insured** is amended to include the following:

(Broad Form Insured)

- d. Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.
- e. Any organization that is acquired or formed by you, during the term of this policy and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
 - (1) That is a joint venture or partnership,
 - (2) That is an "insured" under any other policy,
 - (3) That has exhausted its Limits of Insurance under any other policy, or
 - (4) 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation

Coverage does not apply to "bodily injury" or "property damage" that results from an accident that occurred before you formed or acquired the organization.

(Employee as Insureds)

- f. Any employee of yours while acting in the course of your business or your personal affairs while using a covered "auto" you do not own, hire or borrow.

(Additional Insured Status by Contract, Agreement or Permit)

- g. Any person or organization whom you are required to add as an additional insured on this policy under a written contract or agreement; but the written contract or agreement must be:
 - (1) Currently in effect or becoming effective during the term of this policy; and
 - (2) Executed prior to the "bodily injury" or "property damage."

The additional insured status will apply only with respect to your liability for "bodily injury" or "property damage" which may be imputed to that person(s) or organization(s) directly arising out of the ownership, maintenance or use of the covered "autos" at the location(s) designated, if any.

Coverage provided by this endorsement will not exceed the limits of liability required by the written contract or written agreement even if the limits of liability stated in the policy exceed those limits. This endorsement shall not increase the limits stated in **Section II. C. Limits of Insurance**.

For any covered "auto" you own this Coverage Form provides primary coverage.

C. BROADENED SUPPLEMENTARY PAYMENTS

SECTION II. LIABILITY A. Coverage 2. Coverage Extensions a. Supplementary Payments (2) and (4) are replaced by the following:

(Bail Bond Coverage)

(2) Up to \$5,000 for cost of bail bonds (including bonds for related traffic violations) required because of an "accident" we cover. We do not have to furnish these bonds.

(Loss of Earnings Coverage)

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earning up to \$500 a day because of time off from work.

(Amended Fellow Employee Exclusion)

D. AMENDED FELLOW EMPLOYEE EXCLUSION

Only with respect to your "employees" who occupy positions which are supervisory in nature, **SECTION II. LIABILITY B. Exclusion 5. Fellow Employee** is replaced by:

5. Fellow Employee

"Bodily Injury":

- a. To you, or your partners or members (if you are a partnership or joint venture), or to your members (if you are a limited liability company);
- b. To your "executive officers" and directors (if you are an organization other than a partnership, joint venture, or limited liability company) but only with respect to performance of their duties as your officers or directors;
- c. For which there is an obligation to share damages with or repay someone else who must pay damages because of the injury described in paragraph a and b above; or
- d. Arising out of his or her providing or failing to provide professional health care services.

For purposes of this endorsement, a position is deemed to be supervisory in nature if that person performs principle work which is substantially different from that of his or her subordinates and has authority to hire, transfer, direct, discipline or discharge.

E. BROADENED PHYSICAL DAMAGE COVERAGES

SECTION III - PHYSICAL DAMAGE COVERAGE A. Coverage is amended as follows:

(Towing and Labor)

2. Towing is deleted and replaced with the following:

2. Towing and Labor

We will pay towing and labor costs incurred, up to the limits shown below, each time a covered "auto" is disabled:

- a. For private passenger type vehicles we will pay up to \$100 per disablement.
- b. For all other covered "auto's" we will pay up to \$500 per disablement

However, the labor must be performed at the place of disablement.

(Physical Damage Additional Transportation Expense Coverage)

4. Coverage Extensions

a. **Transportation Expenses** is amended to provide the following limits:

We will pay up to \$60 per day to a maximum of \$1,800. All other terms and provisions of this section remain applicable.

The following language is added to 4. **Coverage Extensions:**

(Extra Expense - Theft)

c. **Theft Recovery Expense**

If you have purchased Comprehensive Coverage on an "auto" that is stolen, we will pay the expense of returning that stolen auto to you. The limit for this coverage extension is \$5,000.



(Rental Reimbursement and Additional Transportation Expense)

d. Rental Reimbursement

We will provide Rental Reimbursement and Additional Expense coverage only for those Physical Damage coverages for which a premium is shown in the Declarations or schedule pages. Coverage applies only to a covered "auto".

- (1) We will pay for auto rental expense and the expense incurred by you because of "loss" to remove and transfer your materials and equipment from a covered "auto" to a covered "auto." Payment applies in addition to the otherwise applicable coverage you have on a covered "auto." No deductible applies to this coverage.
- (2) We will pay only for expenses incurred during the policy period and beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:
 - (a) The number of days reasonably required to repair or replace the covered "auto." If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you, or
 - (b) 30 days.
- (3) Our payment is limited to the lesser of the following amounts:
 - (a) Necessary and actual expenses incurred; or
 - (b) \$75 per day.
 - (c) This coverage does not apply while there are spare or reserve "autos" available to you for your operations.
 - (d) If "loss" results from the total theft of a covered "auto" of the private passenger or light truck type, we will pay under this coverage only that amount of your rental reimbursement expense which is not already provided for under the **SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions, a. Transportation Expenses.**

(Personal Effects Coverage)

e. Personal Effects

If you have purchased Comprehensive Coverage on this policy for an "auto" you own and that "auto" is stolen, we will pay, without application of a deductible, up to \$500 for Personal Effects stolen with the "auto". The insurance provided under this provision is excess over any other collectible insurance. For this coverage extension, Personal Effects means tangible property that is worn or carried by an "insured".

(Personal Property of Others)

f. Personal Property of Others

We will pay up to \$500 for loss to personal property of others in or on your covered "auto." This coverage applies only in the event of "loss" to your covered "auto" caused by fire, lightning, explosion, theft, mischief or vandalism, the covered "auto's" collision with another object, or the covered "auto's" overturn. No deductibles apply to this coverage.

(Locksmith Coverage)

g. Locksmith Coverage

We will pay up to \$250 per occurrence for necessary locksmith services for keys locked inside a covered private passenger "auto". The deductible is waived for these services.

(Vehicle Wrap Coverage)

h. Vehicle Wrap Coverage

If you have Comprehensive or Collision coverage on an "auto" that is a total loss, in addition to the actual cash value of the "auto", we will pay up to \$1,000 for vinyl vehicle wraps which are displayed on the covered "auto" at the time of total loss. Regardless of the number of autos deemed a total loss, the most we will pay under this Vehicle Wrap Coverage for any one "loss" is \$5,000. For purposes of this coverage provision, signs or other graphics painted or magnetically affixed to the vehicle are not considered vehicle wraps.

(Airbag Accidental Discharge)

F. SECTION III – PHYSICAL DAMAGE COVERAGE, B. Exclusions is amended at 3. to include the following language:

If you have purchased Comprehensive or Collision Coverage under this policy, this exclusion does not apply to mechanical breakdown relating to the accidental discharge of an air bag. This coverage applies only to a covered auto you own and is excess of any other collectible insurance or warranty. No deductible applies to this coverage.

G. BROADENED LIMITS OF INSURANCE

(Audio, Visual and Data Electronic Equipment Coverage)

SECTION III – PHYSICAL DAMAGE COVERAGE – C. Limit of Insurance at 1.b. is amended to provide the following limits:

- b. Limits of \$1,000 per "loss" is increased to \$5,000 per "loss". All other terms and provisions of this section remain applicable.

(Auto Loan/Lease Total Loss Protection)

SECTION III – PHYSICAL DAMAGE COVERAGE – C. Limit of Insurance is amended by adding the following language:

- 4. In the event of a total "loss" to a covered "auto" shown in the Schedule pages, subject at the time of the "loss" to a loan or lease, we will pay any unpaid amount due including up to a maximum of \$500 for early termination fees or penalties on the lease or loan for a covered "auto" less:
 - a. The amount paid under the Physical Damage Coverage Section of the policy; and
 - b. Any:
 - (1) Overdue lease / loan payments at the time of the "loss";
 - (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - (3) Security deposits not returned by the lessor;
 - (4) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
 - (5) Carry-over balances from previous loans or leases.

(Glass Repair – Deductible Amendment)

H. GLASS REPAIR – DEDUCTIBLE

SECTION III – PHYSICAL DAMAGE COVERAGE – D. Deductible is amended by adding the following:

Any deductible shown in the Declarations as applicable to the covered "auto" will not apply to glass breakage if the damaged glass is repaired, rather than replaced.



(Amended Duties in the Event of Accident, Claim, Suit or Loss)

I. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

Under **SECTION IV – BUSINESS AUTO CONDITIONS, A. Loss Conditions**, the following is added to paragraph **2. Duties In The Event of Accident, Suit or Loss**:

- d. Knowledge of any "accident", "claim", "suit" or "loss" will be deemed knowledge by you when notice of such "accident", "claim", "suit" or "loss" has been received by:
- (1) You, if you are an individual;
 - (2) Any partner or insurance manager if you are a partnership;
 - (3) An executive officer or insurance manager, if you are a corporation;
 - (4) Your members, managers or insurance manager, if you are a limited liability company; or
 - (5) Your officials, trustees, board members or insurance manager, if you are a not-for-profit organization.

(Waiver of Subrogation by Contract)

J. WAIVER OF SUBROGATION REQUIRED BY CONTRACT

Under **SECTION IV, BUSINESS AUTO CONDITIONS, A. Loss Conditions 5. Transfer of Rights of Recovery Against Others to Us** the following language is added:

However, we waive any rights of recovery we may have against the person or organization with whom you have agreed in writing in a contract, agreement or permit, to provide insurance such as is afforded under the policy to which this endorsement is attached. This provision does not apply unless the written contract or written agreement has been executed, or permit has been issued, prior to the "bodily injury" or "property damage."

(Unintentional Failure to Disclose)

K. UNINTENTIONAL FAILURE TO DISCLOSE

Under **SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions**, the following is added to **2. Concealment, Misrepresentation Or Fraud**:

Your unintentional error in disclosing, or failing to disclose, any material fact existing at the effective date of this Coverage Form, or during the policy period in connection with any additional hazards, will not prejudice your rights under this Coverage Form.

(Hired, Leased, Rented or Borrowed Auto Physical Damage)

L. HIRED, LEASED, RENTED OR BORROWED AUTO PHYSICAL DAMAGE

Under **SECTION IV – BUSINESS AUTO CONDITIONS B. General Conditions 5. Other Insurance Paragraph 5.b.** is replaced by the following:

- b. (1) For "Comprehensive" and "Collision" Auto Physical Damage coverage provided by this endorsement, the following are deemed to be covered "autos" you own:
- (a) Any Covered "auto" you lease, hire, rent or borrow; and
 - (b) Any Covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto"

(2) **Limit of Insurance For This Section**

The most we will pay for any one "loss" is the lesser of the following:

- (a) \$75,000 per accident, or
- (b) actual cash value at the time of loss, or
- (c) cost of repair.

Minus a \$500 deductible. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total loss. No deductible applies to "loss" caused by fire or lightning.

- (3) This Hired Auto Physical Damage coverage is excess over any other collectible insurance.

(4) Definitions For This Section

- (a) Comprehensive Coverage: from any cause except the covered "auto's" collision with another object or the covered "auto's" overturn. We will pay glass breakage, "loss" caused by hitting a bird or animal and, "loss" caused by falling objects or missiles.
- (b) Collision Coverage: caused by the covered "auto's" collision with another object or by the covered "auto's" overturn.

(Mental Anguish)

M. MENTAL ANGUISH

Under SECTION V – DEFINITIONS, C. is replaced by the following:

C. "Bodily injury" means bodily injury, sickness or disease sustained by a person including mental anguish or death resulting from bodily injury, sickness, or disease.

(Extended Cancellation Condition)

N. EXTENDED CANCELLATION CONDITION

Under CANCELLATION, of the COMMON POLICY CONDITIONS form, item 2.b. is replaced by the following:

- b. 60 days before the effective date of cancellation if we cancel for any other reason.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY –
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

**AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM**

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

B. The following is added to the **Other Insurance** Condition in the Auto Dealers Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage and General Liability Coverages are primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".



POLICY NUMBER: 60432497

CG 20 10R 12 11

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS
(WITH LIMITED COMPLETED OPERATIONS COVERAGE)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
BUSINESSOWNERS COVERAGE FORM

SCHEDULENAME OF PERSON OR ORGANIZATION

Any person or organization to whom or to which the named insured is obligated by a virtue of a written contract to provide insurance that is afforded by this policy. Where required by contract, the officers, officials, employees, directors, subsidiaries, partners, successors, parents, divisions, architects, surveyors and engineers are included as additional insureds. All other entities, including but not limited to agents, volunteers, servants, members and partnerships are included as additional insureds, if required by contract, only when acting within the course and scope of their duties controlled and supervised by the primary (first) additional insured. If an Owner Controlled Insurance Program is involved, the coverage applies to off-site operations only. If the purpose of this endorsement is for bid purposes only, then no coverage applies.

WHO IS AN INSURED: (Section II)

This section is amended to include as an insured the person or organization within the scope of the qualifying language above, but only to the extent that the person or organization is held liable for your acts or omissions in the course of "your work" for that person or organization by or for you. The "products-completed operations hazard" portion of the policy coverage as respects the additional insured does not apply to any work involving or related to properties intended for residential or habitational occupancy (other than apartments). This clause does not affect the "products-completed operations" coverage provided to the named insured(s).

WAIVER OF SUBROGATION:

We waive any right of recovery, when required by written contract, that we may have against the person or organization within the scope of

the qualifying language above because of payments we make for injury.

LOCATION OF JOB:

The job location must be within the State of domicile of the named insured, or within any contiguous State thereto.

DESCRIPTION OF WORK:

The type of work performed must be that as described under classifications in the CGL Coverage Part Declarations.

PRIMARY CLAUSE:

When this endorsement applies and when required by written contract, such insurance as is afforded by the general liability policy is primary insurance and other insurance shall be excess and shall not contribute to the insurance afforded by this endorsement.

EXCLUSION

This insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of an architect's, engineer's or surveyor's rendering or failure to render any professional services, including:

1. The preparing, approving, or failing to prepare or approve, maps, designs, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications; and
2. Supervisory, inspection, architectural or engineering activities.

Endorsement EFFECTIVE DATE: 08/08/2020

Endorsement EXPIRATION DATE: 08/08/2021

CG 20 10R 12 11

Page 1 of 1

1308 60432497
RANCH FENCE INC

UW 17 30 02 11
44-0627
LEAP/CARPENTER/KEMPS INS

**NOTIFICATION ENDORSEMENT
FOR
CANCELLATION/NON-RENEWAL OF
MATERIAL CHANGE IN COVERAGE**

THIS ENDORSEMENT SUPPLEMENTS THE TERMS OF THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTO
GENERAL LIABILITY

1. If the Schedule below indicates "**Cancellation/Non-Renewal Notification**". we agree to provide written notice to the person(s) or organization(s) shown in the Schedule due to a cancellation or non-renewal of the policy to which this form is endorsed. The number of days' notice we will provide is indicated in the Schedule.
2. If the Schedule below indicates "**Material Change in Coverage Notification**", we agree to provide written notice to the person(s) or organization(s) shown in the Schedule due to a material change in the policy to which this form is endorsed. For purposes of this endorsement a material change is a change:
 - a. that is initiated by us; and
 - b. in which the First Named Insured is provided written notification by us.

The number of days' notice we will provide is indicated in the Schedule.

SCHEDULE

Name of Person(s) or Organization(s) and Mailing Address :

CITY AND COUNTY OF SAN FRANCISCO
525 GOLDEN GATE AVE 8TH FL
SAN FRANCISCO CA 94102-3220

Cancellation/Non-renewal Notification. Number of Days: 30

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

UW 17 30 02 11 /SGP

POLICY NUMBER: 60432497

COMMERCIAL GENERAL LIABILITY
CG 25 03 05 09

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Construction Project(s):

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage A, and for all medical expenses caused by accidents under Section I – Coverage C, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
 - 1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 - 2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage A, except damages because of "bodily injury " or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage C regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
 - 3. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
 - 4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.

- B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage A, and for all medical expenses caused by accidents under Section I – Coverage C, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
 2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.
- C.** When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.
- D.** If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E.** The provisions of Section III – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

CALIFORNIA THIRD PARTY NOTICE OF CANCELLATION

If we cancel this policy for any statutorily permitted reason other than nonpayment of premium, we will mail or deliver a written notice of cancellation to the person or organization shown in the Schedule below. Proof of mailing will be sufficient proof of such notice.

This endorsement shall not operate directly or indirectly to benefit any person or organization not named in the schedule below.

SCHEDULE

Name of Third Party(ies):
MANAGER, SFPUC CONTRACT ADMINISTRATION BUREAU
CITY AND COUNTY OF SAN FRANCISCO

Address of Third Party(ies):
525 GOLDEN GATE AVENUE 8TH FLOOR SAN FRANCISCO CA 94102

Contract, Permit or Job Number:
SFPUC CONTRACT NO WD2881, FENCING REPLACEMENT AND REPAIR FOR ALAMEDA
WATERSHED IN SANTA CLARA AND ALAMEDA COUNTIES
Number of Days Notice: 30

All other terms and conditions of this policy remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective **01-16-21** Policy No. **7600012796201** Endorsement No. **004**
Insured **RANCH FENCE INC** Premium \$ **INCL.**
Insurance Company **EVEREST PREMIER INSURANCE COMPANY**

Countersigned By _____

WC 99 06 14
(Ed. 05-18)

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 04 03 06

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2% of the California workers' compensation premium otherwise due on such remuneration.

SCHEDULE

PERSON OR ORGANIZATION

JOB DESCRIPTION

ANY PERSON OR ORGANIZATION FOR WHOM THE NAMED INSURED HAS AGREED BY WRITTEN CONTRACT TO FURNISH THIS WAIVER

BLANKET WAIVER OF SUBROGATION

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: **02/01/2020**

Policy No. **7600012796201**

Endorsement No. **001**

Insured: **Ranch Fence, Inc.**

Premium \$ **INCL.**

Insurance Company: **Everest Premier Insurance Company**

Countersigned By: _____



[Company Profile](#)
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COMPANY PROFILE

Company Information

EVEREST PREMIER INSURANCE COMPANY

PO BOX 830
LIBERTY CORNER, NJ 07938-0830

Old Company Names

Effective Date

Agent For Service

Melissa DeKoven
 2710 Gateway Oaks Drive, Suite 150N
 Sacramento CA 95833-3505

Reference Information

NAIC #:	16045
California Company ID #:	6135-8
Date Authorized in California:	11/27/2017
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	DELAWARE

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NAIC Group List

NAIC Group #: **1120** EVEREST REINS HOLDINGS GRP

Lines Of Business

The company is authorized to transact business within these lines of insurance. For an explanation of any of these terms, please refer to the [glossary](#).

AUTOMOBILE

LIABILITY

MISCELLANEOUS

WORKERS' COMPENSATION

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Everest Premier Insurance Company

AMB #: 023090 NAIC #: 16045 FEIN #: 812926232

Mailing Address

P.O. Box 830
Liberty Corner, New Jersey 07938-0830
United States

Web: www.everestre.com

Phone: 908-604-3000

[View Additional Address Information](#)

AM Best Rating Unit: AMB #: 058455 - Everest Re Group, Ltd.

Assigned to insurance companies that have, in our opinion, a superior ability to meet their ongoing insurance obligations.



[View additional news, reports and products for this company.](#)

Based on AM Best's analysis, 058455 - Everest Re Group, Ltd. is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. [View a list of operating insurance entities in this structure.](#)

Best's Credit Ratings

Financial Strength [View Definition](#)

Rating (Rating Category): A+ (Superior)

Affiliation Code: g (Group)

Outlook (or Implication): Stable

Action: Affirmed

Effective Date: May 29, 2020

Initial Rating Date: May 03, 2017

Long-Term Issuer Credit [View Definition](#)

Rating (Rating Category): aa- (Superior)

Outlook (or Implication): Stable

Action: Affirmed

Effective Date: May 29, 2020

Initial Rating Date: May 03, 2017

Financial Size Category [View Definition](#)

Financial Size Category: XV (\$2 Billion or greater)

u Denotes Under Review Best's Rating

Best's Credit Rating Analyst

Rating Office: A.M. Best Rating Services, Inc.

Senior Financial Analyst: Darian Ryan

Director: Steven M. Chirico, CPA

Note: See the Disclosure information Form or Press Release below for the office and analyst at the time of the rating event.

Disclosure Information

Disclosure Information Form

[View AM Best's Rating Disclosure Form](#)

Press Release

[AM Best Affirms Credit Ratings of Everest Re Group, Ltd. and Its Subsidiaries](#)

May 29, 2020

[View AM Best's Rating Review Form](#)

Rating History

AM Best has provided ratings & analysis on this company since 2017.

Financial Strength Rating


Effective Date	Rating
5/29/2020	A+


5/2/2019	A+
3/16/2018	A+
5/3/2017	A+
4/19/2017	NR


Long-Term Issuer Credit Rating

Effective Date	Rating
5/29/2020	aa-
5/2/2019	aa-
3/16/2018	aa-
5/3/2017	aa-
4/19/2017	nr

Best's Credit & Financial Reports

 Best's Credit Report - financial data included in Best's Credit Report reflects the data used in determining the current credit rating(s) for AM Best Rating Unit: AMB #: 058455 - Everest Re Group, Ltd..

 Best's Credit Report - Archive - reports which were released prior to the current Best's Credit Report.

 Best's Financial Report - financial data included in Best's Financial Report reflects the most current data available to AM Best, including updated financial exhibits and additional company information, and is available to subscribers of Best's Insurance Reports.

View additional news, reports and products for this company.

Press Releases

<u>Date</u>	<u>Title</u>
May 29, 2020	AM Best Affirms Credit Ratings of Everest Re Group, Ltd. and Its Subsidiaries
May 02, 2019	AM Best Affirms Credit Ratings of Everest Re Group, Ltd. and Its Subsidiaries
Mar 16, 2018	A.M. Best Affirms Credit Ratings of Everest Re Group, Ltd. and Its Subsidiaries
May 03, 2017	A.M. Best Assigns Credit Ratings to Everest Denali Insurance Company and Everest Premier Insurance Company

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Best's Credit Rating



Best's Credit Ratings
Mobile App



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COMPANY PROFILE

Company Information

FINANCIAL PACIFIC INSURANCE COMPANY

**P.O. BOX 73909
CEDAR RAPIDS, IA 52407-3909**

Old Company Names	Effective Date
M. L. OATES INSURANCE COMPANY	12/30/1993

Agent For Service

Vivian Imperial
818 WEST SEVENTH STREET
SUITE 930
LOS ANGELES CA 90017

Reference Information

NAIC #:	31453
California Company ID #:	3132-8
Date Authorized in California:	12/31/1987
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	CALIFORNIA

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NAIC Group List

NAIC Group #: **0248** UNITED FIRE & CAS GRP

Lines Of Business

The company is authorized to transact business within these lines of insurance. For an explanation of any of these terms, please refer to the [glossary](#).

- AIRCRAFT
- AUTOMOBILE
- BOILER AND MACHINERY
- BURGLARY
- COMMON CARRIER LIABILITY
- CREDIT
- FIRE
- LIABILITY
- MARINE
- MISCELLANEOUS
- PLATE GLASS

SPRINKLER
SURETY
TEAM AND VEHICLE
WORKERS' COMPENSATION

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Financial Pacific Insurance Company

AMB #: 000143 NAIC #: 31453 FEIN #: 680111081

Mailing Address

P.O. Box 73909
Cedar Rapids, Iowa 52407-3909
United States

Web: www.ufginsurance.com

Phone: 319-399-5700

Fax: 319-286-2512

[View Additional Address Information](#)

AM Best Rating Unit: AMB #: 003875 - United Fire & Casualty Group

Assigned to insurance companies that have, in our opinion, an excellent ability to meet their ongoing insurance obligations.



[View additional news, reports and products for this company.](#)

Based on AM Best's analysis, 058589 - United Fire Group, Inc. is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. [View a list of operating insurance entities in this structure.](#)

Best's Credit Ratings

Financial Strength [View Definition](#)

Rating (Rating Category): A (Excellent)
Affiliation Code: g (Group)
Outlook (or Implication): Negative
Action: Affirmed
Effective Date: December 17, 2020
Initial Rating Date: June 06, 1994

Long-Term Issuer Credit [View Definition](#)

Rating (Rating Category): a (Excellent)
Outlook (or Implication): Negative
Action: Affirmed
Effective Date: December 17, 2020
Initial Rating Date: March 20, 2006

Financial Size Category [View Definition](#)

Financial Size Category: X (\$500 Million to \$750 Million)

u Denotes Under Review Best's Rating

Best's Credit Rating Analyst

Rating Office: A.M. Best Rating Services, Inc.

Senior Financial Analyst: Robert Valenta, CPCU

Director: Raymond Thomson, CPCU, ARe, ARM

Note: See the Disclosure information Form or Press Release below for the office and analyst at the time of the rating event.

Disclosure Information

Disclosure Information Form

[View AM Best's Rating Disclosure Form](#)

Press Release

[AM Best Revises Outlooks to Negative for United Fire Group, Inc. and Its Property/Casualty Subsidiaries](#)

[December 17, 2020](#)

[View AM Best's Rating Review Form](#)

Rating History

AM Best has provided ratings & analysis on this company since 1994.

Financial Strength Rating

Effective Date	Rating
-----------------------	---------------

12/17/2020	A
12/12/2019	A
11/16/2018	A
9/29/2017	A
9/15/2016	A

Long-Term Issuer Credit Rating

Effective Date	Rating
12/17/2020	a
12/12/2019	a
11/16/2018	a
9/29/2017	a
9/15/2016	a

Best's Credit & Financial Reports



Best's Credit Report - financial data included in Best's Credit Report reflects the data used in determining the current credit rating(s) for AM Best Rating Unit: AMB #: 003875 - United Fire & Casualty Group.



Best's Credit Report - Archive - reports which were released prior to the current Best's Credit Report.



Best's Financial Report - financial data included in Best's Financial Report reflects the most current data available to AM Best, including updated financial exhibits and additional company information, and is available to subscribers of Best's Insurance Reports.

View additional news, reports and products for this company.

Press Releases

<u>Date</u>	<u>Title</u>
Dec 17, 2020	AM Best Revises Outlooks to Negative for United Fire Group, Inc. and Its Property/Casualty Subsidiaries
Dec 12, 2019	AM Best Affirms Credit Ratings of United Fire Group, Inc. and Its Property/Casualty Subsidiaries
Nov 16, 2018	A.M. Best Affirms Credit Ratings of United Fire Group, Inc. and Its Property/Casualty Subsidiaries
Sep 29, 2017	A.M. Best Affirms Credit Ratings of United Fire Group, Inc. and Its Property/Casualty Subsidiaries
Sep 15, 2016	A.M. Best Affirms Credit Ratings of United Fire Group, Inc. and Its Subsidiaries
Apr 23, 2015	A.M. Best Affirms Ratings of United Fire Group, Inc. and Its Subsidiaries; Assigns

Page size: 16 items in 2 pages

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Topa Insurance Company

AMB #: 002749 NAIC #: 18031 FEIN #: 953934261

Domiciliary Address

24025 Park Sorrento Suite 300
Calabasas, California 91302
United States

Web: www.topains.com

Phone: 818-466-5900

AM Best Rating Unit: AMB #: 018155 - Topa Insurance Group

Assigned to insurance companies that have, in our opinion, an excellent ability to meet their ongoing insurance obligations.



View additional news, reports and products for this company.

Based on AM Best's analysis, 050686 - Topa Equities, Ltd. is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of operating insurance entities in this structure.

Best's Credit Ratings

Financial Strength View Definition

Rating (Rating Category): A- (Excellent)

Outlook (or Implication): Negative

Action: Affirmed

Effective Date: May 19, 2020

Initial Rating Date: June 30, 1982

Long-Term Issuer Credit View Definition

Rating (Rating Category): a- (Excellent)

Outlook (or Implication): Negative

Action: Affirmed
Effective Date: May 19, 2020
Initial Rating Date: December 06, 2007

Financial Size Category [View Definition](#)

Financial Size Category: VII (\$50 Million to \$100 Million)

u Denotes Under Review Best's Rating

Best's Credit Rating Analyst

Rating Office: A.M. Best Rating Services, Inc.

Senior Financial Analyst: Robert Valenta, CPCU

Director: Robert Raber

Note: See the Disclosure information Form or Press Release below for the office and analyst at the time of the rating event.

Disclosure Information

Disclosure Information Form

[View AM Best's Rating Disclosure Form](#)

Press Release

AM Best Removes From Under Review and Affirms Credit Ratings of Topa Insurance Company and Dorchester Insurance Company, Ltd.

May 19, 2020

[View AM Best's Rating Review Form](#)

Rating History

AM Best has provided ratings & analysis on this company since 1982.

Financial Strength Rating

Effective Date	Rating
5/19/2020	A-
8/8/2019	A- u
5/23/2018	A-

5/3/2017	A-
3/11/2016	A-

Long-Term Issuer Credit Rating

Effective Date	Rating
5/19/2020	a-
8/8/2019	a- u
5/23/2018	a-
5/3/2017	a-
3/11/2016	a-


Related Financial and Analytical Data


The following links provide access to related data records that AM Best utilizes to provide financial and analytical data on a consolidated or branch basis.


AMB #	Company Name	Company Description
019469	Topa Insurance Group (C)	Represents the "as filed" Company Consolidated financials for the Property/Casualty business of this legal entity.
018155	Topa Insurance Group (G)	Represents the AM Best Consolidated financials for the Property/Casualty business of this legal entity.

Rating Unit

Best's Credit & Financial Reports

 Best's Credit Report - financial data included in Best's Credit Report reflects the data used in determining the current credit rating(s) for AM Best Rating Unit: AMB #: 018155 - Topa Insurance Group.

 Best's Credit Report - Archive - reports which were released prior to the current Best's Credit Report.

 Best's Financial Report - financial data included in Best's Financial Report reflects the most current data available to AM Best, including updated financial exhibits and additional company information, and is available to subscribers of Best's Insurance Reports.

View additional news, reports and products for this company.

Press Releases

<u>Date</u>	<u>Title</u>
May 19, 2020	AM Best Removes From Under Review and Affirms Credit Ratings of Topa Insurance Company and Dorchester Insurance Company, Ltd.
Aug 08, 2019	AM Best Places Credit Ratings of Topa Insurance Co. and Dorchester Insurance Co., Ltd. Under Review with Developing Implications
Nov 11, 2014	A.M. Best Revises Outlook to Negative for Topa Insurance Company

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- Composite Complaints Studies

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COMPANY PROFILE

Company Information

TOPA INSURANCE COMPANY
24025 PARK SORRENTO, SUITE 300
CALABASAS, CA 91302
818-466-5900

Old Company Names	Effective Date
UNIVERSAL SECURITY INSURANCE COMPANY	12/31/1985

Agent For Service

Judith Provencher
 24025 Park Sorrento Suite 300
 Calabasas CA 91302

Reference Information

NAIC #:	18031
California Company ID #:	2989-2
Date Authorized in California:	01/01/1985
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	CALIFORNIA

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NAIC Group List

NAIC Group #: **0161** TOPA EQUITIES LTD GRP

Lines Of Business

The company is authorized to transact business within these lines of insurance. For an explanation of any of these terms, please refer to the [glossary](#).

- AIRCRAFT
- AUTOMOBILE
- BOILER AND MACHINERY
- BURGLARY
- COMMON CARRIER LIABILITY
- CREDIT
- DISABILITY
- FIRE
- LIABILITY
- MARINE
- MISCELLANEOUS

PLATE GLASS
SPRINKLER
SURETY
TEAM AND VEHICLE
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San Francisco
Water Power Sewer
Operator of the Hetch Hetchy Regional Water System

525 Golden Gate Avenue, 13th Floor
San Francisco, CA 94102
T 415.554.3155
F 415.554.3161
TTY 415.554.3488

INTER-OFFICE MEMORANDUM

Date: October 19, 2020
To: Commissioner Sophie Maxwell
President, San Francisco Public Utilities Commission
From: Harlan L. Kelly, Jr. 
General Manager
Subject: Declaration of Emergency – Replacement and Repair of
Fences damaged in the SCU Lightning Complex Fire

In accordance with Chapter 6, Article IV, Section 6.60(d) of the Administrative Code of the City and County of San Francisco, I am declaring an emergency on behalf of the San Francisco Public Utilities Commission (SFPUC).

Beginning on August 16, numerous lightning strikes ignited what was eventually labeled the SCU Lightning Complex Fire (SCU Fire) that ultimately burned 396,624 acres, including approximately 10,500 acres of SFPUC Alameda watershed property. On SFPUC property, the SCU Fire damaged or destroyed approximately 50 miles of security and grazing operation fencing. This fencing needs to be repaired and/or replaced immediately to reestablish the security barrier to protect SFPUC Alameda watershed lands and regional water system infrastructure from trespass, vandalism, and contamination of drinking water sources (e.g., Calaveras and San Antonio Reservoirs). The fencing ensures that cattle from SFPUC grazing tenants remain separated from public roadways, drinking water sources, and sensitive environmental resources.

According to Chapter 6.60 of the Administrative Code, an "actual emergency" means 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. Unrestrained cattle and the risk of trespass at the facilities have created a clear and imminent danger to the safety of drivers, the integrity of infrastructure, and the quality of drinking water. The prompt erection of replacement fencing is needed to prevent such dangers.

- London N. Breed**
Mayor
- Sophie Maxwell**
President
- Anson Moran**
Vice President
- Tim Paulson**
Commissioner
- Ed Harrington**
Commissioner
- Harlan L. Kelly, Jr.**
General Manager

Services of the San Francisco Public Utilities Commission

OUR MISSION: To provide our customers with high-quality, efficient and reliable water, power and sewer services in a manner that values environmental and community interests and sustains the resources entrusted to our care.



This request for emergency declaration is for contract resources to repair and/or replace approximately 50 miles of security and grazing operation fencing. The work needs to occur as soon as possible and is beyond the capabilities of City forces. The estimated cost of this emergency work exceeds the threshold amount of \$250,000 which requires Board of Supervisors' review and approval. The actual estimate for the work is not anticipated to exceed \$4.5 million.

I am therefore declaring the existence of an emergency. I trust that this meets with your concurrence and approval.

CONCUR AND APPROVE:



Sophie Maxwell – President,
San Francisco Public Utilities Commission

cc: A. Moran
T. Paulson
E. Harrington
M. Carlin
K. How
S. Ritchie
E. Sandler

AMENDED IN COMMITTEE
01/27/2021

FILE NO. 210008

RESOLUTION NO.

1 [Emergency Declaration - Replacement and Repair of Fences - Total Cost Not to Exceed
2 \$4,250,000]

3 **Resolution approving an emergency declaration of the San Francisco Public Utilities**
4 **Commission (SFPUC) pursuant to Administrative Code, Section 6.60, to replace and**
5 **repair fences on SFPUC watershed land in Alameda watershed damaged by the SCU**
6 **Lightning Complex Fire, with a total cost not to exceed \$4,250,000.**

7
8 WHEREAS, The San Francisco Public Utilities Commission's (SFPUC) watershed
9 lands located in Alameda watershed are critical assets for providing continuous delivery of
10 high-quality water to the 2.7 million water customers in the Bay Area; any inability to protect
11 these assets poses a threat to water quality and deliveries, a basic service affecting the lives,
12 property and welfare of the SFPUC water customers in San Francisco, San Mateo, Santa
13 Clara and Alameda Counties; and

14 WHEREAS, Beginning on August 16, 2020, numerous lightning strikes ignited the SCU
15 Lightning Complex Fire (SCU Fire) that ultimately burned 396,624 acres, including
16 approximately 10,500 acres of SFPUC Alameda watershed property; and

17 WHEREAS, The SCU Fire damaged or destroyed approximately 50 miles of SFPUC-
18 owned security and grazing operation fencing located on SFPUC Alameda watershed
19 property; and

20 WHEREAS, The damaged fencing needs to be repaired and/or replaced immediately
21 to re-establish the security barrier to protect SFPUC Alameda watershed lands and regional
22 water system infrastructure from trespass, vandalism, and contamination of drinking water
23 sources (e.g., the Calaveras and San Antonio Reservoirs); and

24
25

1 WHEREAS, The fencing also ensures that cattle from SFPUC grazing tenants remain
2 separated from public roadways, drinking water sources, and sensitive environmental
3 resources; and

4 WHEREAS, Any delay to replacing and repairing the approximately 50 miles of fences
5 damaged in the SCU Lightning Complex Fire poses a risk to the security and quality of water
6 supply for the 2.7 million SFPUC regional water system customers relying on the water
7 deliveries; and

8 WHEREAS, While living in the global pandemic, COVID-19, water quality is an
9 essential service that will impact public health and safety for 2.7 million water customers; and

10 WHEREAS, Administrative Code, Chapter 6, Article IV, Section 6.60, authorizes
11 department heads to declare an emergency and award a public work contract, exempt from
12 the competitive bidding process, in the event of an actual emergency, which is defined to
13 include, “ ... [t]he breakdown or imminent breakdown of any plant, equipment, structure, street
14 or public work necessitating immediate emergency repair or reconditioning to safeguard the
15 lives or property of the citizens, or the property of the City and County, or to maintain the
16 public health and welfare ...”; and

17 WHEREAS, On October 19, 2020, the SFPUC General Manager declared an
18 emergency, approved by the President of the San Francisco Public Utilities Commission, to
19 replace and repair the fences damaged in the SCU Fire in order reestablish the security
20 barrier to protect SFPUC Alameda watershed lands; and

21 WHEREAS, Administrative Code, Section 6.60(d), requires the SFPUC General
22 Manager to seek the Board of Supervisors’ approval in all cases where the estimated cost of
23 the emergency work exceeds \$250,000; and

24 WHEREAS, The SFPUC General Manager estimates that replacing and repairing the
25 fences damaged in the SCU Fire will not exceed \$4,250,000; and

1 WHEREAS, The SFPUC has reached out to vendors with the appropriate C-13 fencing
2 contractor licenses to request quotes for the emergency work, with the intention to award
3 multiple emergency contracts with a total cumulative amount not to exceed \$4,250,000; and

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

6 RESOLVED, That the Board of Supervisors approves, under Administrative Code,
7 Section 6.60, the SFPUC General Manager’s emergency determination dated October 19,
8 2020, to replace and repair the fences damaged in the SCU Lightning Complex Fire for a total
9 cost not to exceed \$4,250,000, and be it

10 FURTHER RESOLVED, That the Board of Supervisors ratifies actions taken to date by
11 the San Francisco Public Utilities Commission to address such emergency work and resolve
12 the emergency condition.

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1 RECOMMENDED:

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3 _____ /s/

4 Michael Carlin

5 Acting General Manager of the SFPUC

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FUNDS AVAILABLE:

_____ /s/

BEN ROSENFELD

Controller



City and County of San Francisco
Tails
Resolution

City Hall
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102-4689

File Number: 210008

Date Passed: February 02, 2021

Resolution approving an emergency declaration of the San Francisco Public Utilities Commission (SFPUC) pursuant to Administrative Code, Section 6.60, to replace and repair fences on SFPUC watershed land in Alameda watershed damaged by the SCU Lightning Complex Fire, with a total cost not to exceed \$4,250,000.

January 27, 2021 Budget and Finance Committee - AMENDED, AN AMENDMENT OF THE WHOLE BEARING NEW TITLE

January 27, 2021 Budget and Finance Committee - RECOMMENDED AS AMENDED

February 02, 2021 Board of Supervisors - ADOPTED

Ayes: 11 - Chan, Haney, Mandelman, Mar, Melgar, Peskin, Preston, Ronen, Safai, Stefani and Walton

File No. 210008

I hereby certify that the foregoing Resolution was ADOPTED on 2/2/2021 by the Board of Supervisors of the City and County of San Francisco.

Angela Calvillo
Clerk of the Board

Mayor

2/12/21

Date Approved

Certificate Of Completion

Envelope Id: 5E80B972CA4742028B63058C6E1D8411	Status: Completed
Subject: Please DocuSign: WD-2881(E).A 2020 SCU Lightning Complex Fire Impacted Fencing Replacement & Repair	
Source Envelope:	
Document Pages: 64	Signatures: 5
Certificate Pages: 6	Initials: 5
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	LaWan Jones
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	525 Golden Gate Ave
	San Francisco, CA 94102
	LJones@sfwater.org
	IP Address: 67.218.104.126


Record Tracking

Status: Original 4/16/2021 7:49:40 AM	Holder: LaWan Jones LJones@sfwater.org	Location: DocuSign
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Signer Events

Hannah Rosenstein
 HRosenstein@sfwater.org
 CCSF - PUC
 Security Level: Email, Account Authentication (None)

Signature



Signature Adoption: Pre-selected Style
 Using IP Address: 67.218.104.126

Timestamp

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Electronic Record and Signature Disclosure: Not Offered via DocuSign

Derek Wong
 DKWong@sfwater.org
 CCSF - PUC
 Security Level: Email, Account Authentication (None)



Signature Adoption: Uploaded Signature Image
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 Signed: 4/16/2021 12:21:23 PM

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Jarrod Twiss
 Jarrod@ranchfenceonline.com
 Vice-President
 Ranch Fence Inc
 Security Level: Email, Account Authentication (None), Access Code

DocuSigned by:


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Electronic Record and Signature Disclosure: Accepted: 4/30/2021 8:53:09 AM ID: 5a9a28ed-f881-4131-a8c4-3beee6f259ff

Kyndra Cox
 KCox@sfwater.org
 Professional Services Contracts Manager
 CCSF - PUC
 Security Level: Email, Account Authentication (None)



Signature Adoption: Pre-selected Style
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Signer Events	Signature	Timestamp
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Randy Parent
 Randy.Parent@SFCityAtty.org
 Deputy City Attorney
 San Francisco City Attorney's Office
 Security Level: Email, Account Authentication (None), Access Code


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 ID: ff0d6ac7-18ba-41ef-b419-22cfd233e954

Kathryn How
 KHow@sfwater.org
 Assistant General Manager, Infrastructure
 CCSF - PUC
 Security Level: Email, Account Authentication (None)

DS

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Michael Carlin
 mcarlin@sfwater.org
 Acting General Manager
 CCSF - PUC
 Security Level: Email, Account Authentication (None)

DocuSigned by:

 360EAE264D5E47C...
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 Using IP Address: 67.218.104.126

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Derek Wong
 DKWong@sfwater.org
 CCSF - PUC
 Security Level: Email, Account Authentication (None)

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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	4/16/2021 12:14:49 PM
Certified Delivered	Security Checked	5/4/2021 8:48:13 AM
Signing Complete	Security Checked	5/4/2021 8:48:35 AM

Envelope Summary Events	Status	Timestamps
Completed	Security Checked	5/4/2021 8:48:35 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

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To contact us by email send messages to: natalie.prendergast@sfgov.org

To advise CCSF - 5 of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at natalie.prendergast@sfgov.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from CCSF - 5

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to natalie.prendergast@sfgov.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with CCSF - 5

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to natalie.prendergast@sfgov.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify CCSF - 5 as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by CCSF - 5 during the course of your relationship with CCSF - 5.

SECTION 00 52 00

AGREEMENT FORM (REV. 1)

THIS AGREEMENT is made for the convenience of the parties this 15th day of March, 2021 by and between All Commercial Fence, Inc., located at 650 Armstrong Way, Oakdale, CA 95361 (“CONTRACTOR”), and the City and County of San Francisco, State of California (the “CITY”), acting through the General Manager (the “GENERAL MANAGER”) of the San Francisco Public Utilities Commission (the “SFPUC”), under and by virtue of the Charter and Administrative Code of the City and County of San Francisco.

WHEREAS, on the 19th day of October, 2020, the San Francisco Public Utilities Commission’s General Manager issued a Declaration of Emergency because numerous lightning strikes ignited what was eventually labeled the SCU Lightning Complex Fire (SCU Fire), which burned approximately 10,500 acres of SFPUC Alameda watershed property. The SCU Fire destroyed approximately 50 miles of security and grazing operation fencing. This fencing needs to be repaired and/or replaced immediately to reestablish the security barrier to protect SFPUC Alameda watershed lands and regional water system infrastructure from trespass, vandalism, and contamination of drinking water sources; and

WHEREAS, the President of the San Francisco Public Utilities Commission approved the Declaration of Emergency, a copy of which is attached hereto; and

WHEREAS, on February 2, 2021, as set forth in Resolution No. 210008, the San Francisco Board of Supervisors approved the emergency declaration by the San Francisco Public Utilities Commission on October 19, 2020 to resolve the emergency situation; and

WHEREAS, the CITY has retained two Contractors to repair and replace the 50 miles of fence; and

WHEREAS, The Work will be issued on a Task Order basis and payment will be issued based on actual material quantities installed; and

WHEREAS, the CITY has retained the CONTRACTOR to replace and repair fences on SFPUC watershed land in Alameda watershed damaged by the SCU Lightning Complex Fires.

**2020 SCU LIGHTNING COMPLEX FIRE IMPACTED FENCING REPLACEMENT AND
REPAIR
Contract No. WD-2881(E).B**

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 GENERAL MANAGER, 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 GENERAL MANAGER.

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 – CONTRACT DOCUMENTS; CONTRACTOR'S GENERAL RESPONSIBILITIES

- 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, are defined in the General Conditions (Section 00 72 00). Any undefined term used in this AGREEMENT shall be given the definition set forth in the General Conditions (Section 00 72 00).
- 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.

ARTICLE 2 – CONTRACT TIME

- 2.01 Completion Dates. As set forth in Section 00 73 02, the Work shall be Substantially Complete within 365 consecutive calendar days, beginning with and including the official date of Notice to Proceed as established by the MANAGER, Construction Management Bureau, and Finally Complete in accordance with Article 9 of the General Conditions (Section 00 72 00) within 90 consecutive calendar days after the date the CITY issues a Notice of Substantial Completion.
- 2.02 FEMA Emergency & Exigency Contracts Requirements. CONTRACTOR is hereby notified that a portion of the Work may be eligible for funds under the Federal Emergency Management Agency (FEMA). For CITY to be eligible for the FEMA Emergency & Exigency Contracts Requirements, which is attached to this AGREEMENT as Appendix – 1, and complete the Certification Regarding Lobbying, included therein.

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 Contractor's Quote, dated December 29, 2020.

For all Work, CONTRACTOR guarantees that the maximum cost payable by the City, based on direct costs for actual quantities of labor, materials, equipment and Contractor's fees for indirect costs as set forth in Paragraph 6.06 of the General Conditions (Section 00 72 00), all subject to increases or decreases for changes in the Work, shall not exceed One Million Eight Hundred Ninety-Seven Thousand Dollars and 0/100 cents (\$1,897,000).

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 Administrative Code, including section 6.22(e). In addition, this Project is subject to the requirements of the San Francisco Local Hiring Policy for Construction, Administrative Code Section 6.22(g) and Chapter 82. Refer to Section 00 73 30 for further information.

- 4.02 Prevailing Wages. The latest Wage Rates for Private Employment on Public Contracts 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 San Francisco Public Utilities Commission, City and County of San Francisco, Contract Administration Bureau, 525 Golden Gate Avenue, 8th Floor, San Francisco, CA 94102.

- 4.03 Penalties. CONTRACTOR shall forfeit to the CITY back wages due plus not less than 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 – NOTICES TO PARTIES

- 5.01 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: *Contact the designated City Representative*

To CONTRACTOR: Noel Stamper
 (Contractor's name)
P.O. Box 658, Waterford, CA 95386
 (Contractor's mailing address)
Noel@allcommercialfence.com
 (Contractor's e-mail address)
2098458428
 (Contractor's fax no.)

- 5.02 From time to time, the parties may designate new address information by notice in writing, delivered to the other Party.
- 5.03 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 6 – TERMINATION AND SURVIVAL

- 6.01 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 as set forth in Article 14 of the General Conditions (Section 00 72 00).
- 6.02 The provisions of the Contract Documents which by their nature survive termination of the Contract, including without limitation all warranties, indemnities, payment obligations, and the City's right to audit Contractor's books and records, shall remain in full force and effect after termination of the Contract.

[Emergency Contracts Only]

Executed on March 18, 2021

209-845-8400

Telephone Number 1120288

S.F. Business Tax Registration Certificate Number _____

All Commercial Fence, Inc

Name of Firm or Corporation

DocuSigned by:
Noel Stamper
E798390AF9A7424...

(signed) Bidder or Authorized Representative

Secretary/Treasurer

Position in Firm or Corporation

P.O. Box 658, Waterford, 95385386

Address of Firm or Corporation Zip Code

823030

Contractor's California License No. _____

02/28/23

License Expiration Date

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

CONTRACTOR:

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

I further certify that I am aware of the provisions of California Labor Code 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.

CITY

By: Michael Carlin
General Manager, San Francisco Public Utilities Commission

ALL COMMERCIAL FENCE, INC.

Principal By: Noel Stamper
Secretary/Treasurer
Title Noel Stamper
Print Name

Approved as to form:
DENNIS J. HERRERA
City Attorney

DocuSigned by:
By: Randy Parent
Deputy City Attorney
Randy Parent

Print Name

END OF SECTION

00 52 00 AGREEMENT APPENDIX 1
FEMA EMERGENCY & EXIGENCY CONTRACTS REQUIREMENTS

- 1. Contract Requirements.** This contract may be eligible for FEMA funding. FEMA requires inclusion of the following contract provisions for procurement under exigent or emergency circumstances. The Parties must comply with these provisions as a minimum. In the event of a conflict with other provisions in this contract that address the same or a similar requirement, the provisions that are stricter and impose the greater duties upon Contractor shall apply.
- 2. Remedies for Breach.** In addition to all other remedies included in this contract, Contractor shall, at a minimum, be liable to the City for all foreseeable damages it incurs as a result of Contractor violation or breach of the terms of this contract. This includes without limitation any costs incurred to remediate defects in Contractor's services and/or the additional expenses to complete Contractor's services beyond the amounts agreed to in this contract, after Contractor has had a reasonable opportunity to remediate and/or complete its services as otherwise set for in this contract. All remedies provided for in this contract may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations. The exercise of any remedy shall not preclude or in any way be deemed to waive any other remedy.
- 3. Termination for Convenience.** City shall have the option, in its sole discretion, to terminate this Contract, at any time during the term hereof, for convenience and without cause. City shall exercise this option by giving Contractor written notice of termination. The notice shall specify the date on which termination shall become effective. In no event shall City be liable for costs incurred by Contractor or any of its subcontractors after the termination date specified by City, except for those costs reasonably necessary to effectuate demobilization from the work.
- 4. Termination for Cause.** On and after any event of default, City shall have the right to exercise its legal and equitable remedies, including without limitation, the right to terminate this contract for cause or to seek specific performance of all or any part of this contract. In addition, City shall have the right (but no obligation) to cure (or cause to be cured) on behalf of Contractor any event of default. Contractor shall pay to City on demand all costs and expenses incurred by City in effecting such cure, with interest thereon from the date of incurrence at the maximum rate then permitted by law. City shall have the right to offset from any amounts due to Contractor under this contract or any other contract between City and Contractor all damages, losses, costs or expenses incurred by City as a result of such event of default and any liquidated damages due from Contractor pursuant to the terms of this contract or any other contract.
- 5. Equal Employment Opportunity.** If this contract constitutes a "federally assisted construction contract" as defined in 41 C.F.R. §60-1.3, during the performance of this contract, Contractor agrees as follows:

A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national

origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

C. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

D. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

E. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

F. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

G. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and

such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

H. The Contractor will include the provisions of this section 5 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The City further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the City is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The City agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The City further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the City agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

6. Davis-Bacon Act. If this contract is a construction contract in excess of \$2,000, Contractor agrees as follows:

A. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The Contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

B. Contractor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. A copy of the current prevailing wage determination issued by the Department of Labor will be made available upon request. The City will report all suspected or reported violations to FEMA.

C. Additionally, Contractor is required to pay wages not less than once a week.

7. Copeland Anti-Kickback Act. If this contract is a construction contract in excess of \$2,000, Contractor agrees as follows:

A. **Contractor.** The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

B. **Subcontracts.** The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

C. **Breach.** A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

8. Work Hours and Safety Standards. If this contract is for a price in excess of \$100,000, and involves the employment of mechanics or laborers, Contractor agrees as follows:

A. **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

B. **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (A) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, Contractor and subcontractor(s) shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (A) of this section, in the sum of \$26 for each calendar day on which such individual was required or

permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (A) of this section.

C. **Withholding for unpaid wages and liquidated damages.** The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (B) of this section.

D. **Subcontracts.** The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (A) through (D) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (A) through (D) of this section.

E. This Section 8 does not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

9. Rights to Inventions. If FEMA's funding for this contract meets the definition of "funding agreement," and if this contract constitutes a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment, or performance of experimental, developmental, or research work, the City agrees to comply with the requirements of 37 C.F.R. Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements, and any implementing regulations issued by FEMA.

10. Clean Air Act. If this contract is for a price in excess of \$150,000, Contractor agrees as follows:

A. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

B. The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

C. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

11. Federal Water Pollution Act. If this contract is for a price in excess of \$150,000, Contractor agrees as follows:

A. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

B. The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

C. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

12. Debarment and Suspension. If this contract is for a price in excess of \$25,000, Contractor agrees as follows:

A. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

B. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

C. This certification is a material representation of fact relied upon by the City. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

D. The Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

13. Procurement of Recovered Materials

A. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

- i. Competitively within a timeframe providing for compliance with the contract performance schedule;
- ii. Meeting contract performance requirements; or
- iii. At a reasonable price.

B. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

C. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.”

14. Time and Material Contracts. To the extent this contract includes work that is paid on a time and material basis, such work must have a guaranteed maximum price (GMP). The GMP is set forth in the body of this contract. The GMP constitutes a ceiling price that Contractor exceeds at its own risk.

15. Bonding Requirements. To the extent this is a contract for construction or facility improvement, Contractor agrees as follows:

A. Contractor provided with its bid for this contract a bid guarantee of no less than 5% of the bid price, or greater if otherwise required in this contract or the San Francisco Administrative Code.

B. Contractor has obtained a performance bond in favor of the City, securing fulfillment of all its obligations under the contract, in an amount no less than 100% of the contract price.

C. Contractor has obtained a payment bond, assuring payment as required by law to all persons supplying labor and material in the execution of the work provided for in the contract, in an amount no less than 100% of the contract price.

16. Access to Records. The following access to records requirements apply to this contract:

A. The Contractor agrees to provide City, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

B. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

C. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

D. In compliance with the Disaster Recovery Act of 2018, the City and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

17. Department of Homeland Security Seal, Logo, and Flags. The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

18. Compliance with Federal Law, Regulations, and Executive Orders. This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The Contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

19. No Obligation by Federal Government. The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the contract.

20. Program Fraud and False or Fraudulent Statements or Related Acts. The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

21. Byrd Anti-Lobbying Certification.

A. Contractors who apply or bid for an award of \$100,000 or more shall file the required certification pursuant to the Byrd Anti-Lobbying Amendment, 31 U.S.C. §1352, as amended. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

B. If this contract is for a price of \$100,000 or more, Contractor, and its lower tiers, must sign and submit to the City the following certification:

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, **All Commercial Fence, Inc.** certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

DocuSigned by:
Noel Stamper
E798390AF9A7424

Signature of Contractor's Authorized Official

Noel Stamper Secretary/Treasurer

Name and Title of Contractor's Authorized Official

03/18/2021 | 12:00:41 PM PDT

Date

1 [Emergency Declaration - Replacement and Repair of Fences - Total Cost Not to Exceed
2 \$4,250,000]

3 **Resolution approving an emergency declaration of the San Francisco Public Utilities**
4 **Commission (SFPUC) pursuant to Administrative Code, Section 6.60, to replace and**
5 **repair fences on SFPUC watershed land in Alameda watershed damaged by the SCU**
6 **Lightning Complex Fire, with a total cost not to exceed \$4,250,000.**

7
8 WHEREAS, The San Francisco Public Utilities Commission's (SFPUC) watershed
9 lands located in Alameda watershed are critical assets for providing continuous delivery of
10 high-quality water to the 2.7 million water customers in the Bay Area; any inability to protect
11 these assets poses a threat to water quality and deliveries, a basic service affecting the lives,
12 property and welfare of the SFPUC water customers in San Francisco, San Mateo, Santa
13 Clara and Alameda Counties; and

14 WHEREAS, Beginning on August 16, 2020, numerous lightning strikes ignited the SCU
15 Lightning Complex Fire (SCU Fire) that ultimately burned 396,624 acres, including
16 approximately 10,500 acres of SFPUC Alameda watershed property; and

17 WHEREAS, The SCU Fire damaged or destroyed approximately 50 miles of SFPUC-
18 owned security and grazing operation fencing located on SFPUC Alameda watershed
19 property; and

20 WHEREAS, The damaged fencing needs to be repaired and/or replaced immediately
21 to re-establish the security barrier to protect SFPUC Alameda watershed lands and regional
22 water system infrastructure from trespass, vandalism, and contamination of drinking water
23 sources (e.g., the Calaveras and San Antonio Reservoirs); and

1 WHEREAS, The fencing also ensures that cattle from SFPUC grazing tenants remain
2 separated from public roadways, drinking water sources, and sensitive environmental
3 resources; and

4 WHEREAS, Any delay to replacing and repairing the approximately 50 miles of fences
5 damaged in the SCU Lightning Complex Fire poses a risk to the security and quality of water
6 supply for the 2.7 million SFPUC regional water system customers relying on the water
7 deliveries; and

8 WHEREAS, While living in the global pandemic, COVID-19, water quality is an
9 essential service that will impact public health and safety for 2.7 million water customers; and

10 WHEREAS, Administrative Code, Chapter 6, Article IV, Section 6.60, authorizes
11 department heads to declare an emergency and award a public work contract, exempt from
12 the competitive bidding process, in the event of an actual emergency, which is defined to
13 include, “ ... [t]he breakdown or imminent breakdown of any plant, equipment, structure, street
14 or public work necessitating immediate emergency repair or reconditioning to safeguard the
15 lives or property of the citizens, or the property of the City and County, or to maintain the
16 public health and welfare ...”; and

17 WHEREAS, On October 19, 2020, the SFPUC General Manager declared an
18 emergency, approved by the President of the San Francisco Public Utilities Commission, to
19 replace and repair the fences damaged in the SCU Fire in order reestablish the security
20 barrier to protect SFPUC Alameda watershed lands; and

21 WHEREAS, Administrative Code, Section 6.60(d), requires the SFPUC General
22 Manager to seek the Board of Supervisors’ approval in all cases where the estimated cost of
23 the emergency work exceeds \$250,000; and

24 WHEREAS, The SFPUC General Manager estimates that replacing and repairing the
25 fences damaged in the SCU Fire will not exceed \$4,250,000; and

1 WHEREAS, The SFPUC has reached out to vendors with the appropriate C-13 fencing
2 contractor licenses to request quotes for the emergency work, with the intention to award
3 multiple emergency contracts with a total cumulative amount not to exceed \$4,250,000; and

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

6 RESOLVED, That the Board of Supervisors approves, under Administrative Code,
7 Section 6.60, the SFPUC General Manager’s emergency determination dated October 19,
8 2020, to replace and repair the fences damaged in the SCU Lightning Complex Fire for a total
9 cost not to exceed \$4,250,000, and be it

10 FURTHER RESOLVED, That the Board of Supervisors ratifies actions taken to date by
11 the San Francisco Public Utilities Commission to address such emergency work and resolve
12 the emergency condition.

1 RECOMMENDED:

2

3 _____ /s/ _____

4 Michael Carlin

5 Acting General Manager of the SFPUC

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FUNDS AVAILABLE:

_____ /s/ _____

BEN ROSENFELD

Controller



City and County of San Francisco

Tails
Resolution

City Hall
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102-4689

File Number: 210008

Date Passed: February 02, 2021

Resolution approving an emergency declaration of the San Francisco Public Utilities Commission (SFPUC) pursuant to Administrative Code, Section 6.60, to replace and repair fences on SFPUC watershed land in Alameda watershed damaged by the SCU Lightning Complex Fire, with a total cost not to exceed \$4,250,000.

January 27, 2021 Budget and Finance Committee - AMENDED, AN AMENDMENT OF THE WHOLE BEARING NEW TITLE

January 27, 2021 Budget and Finance Committee - RECOMMENDED AS AMENDED

February 02, 2021 Board of Supervisors - ADOPTED

Ayes: 11 - Chan, Haney, Mandelman, Mar, Melgar, Peskin, Preston, Ronen, Safai, Stefani and Walton

File No. 210008

I hereby certify that the foregoing Resolution was ADOPTED on 2/2/2021 by the Board of Supervisors of the City and County of San Francisco.

Angela Calvillo
Clerk of the Board

Mayor

2/12/21

Date Approved



TO: Angela Calvillo, Clerk of the Board

FROM: Edith Castorena, Policy and Government Affairs

DATE: August 27, 2021

SUBJECT: Updated Emergency Declaration - Replacement and Repair of Fences - Increase the Total Not to Exceed Cost from \$4,250,000 to \$11,000,000

Please see attached a proposed Resolution approving an updated emergency declaration of the San Francisco Public Utilities Commission (SFPUC), pursuant to San Francisco Administrative Code Section 6.60 to replace and repair fences on SFPUC watershed land in Alameda watershed damaged by the SCU Lightning Complex Fire, increasing the total not to exceed cost from \$4,250,000 to \$11,000,000.

The following is a list of accompanying documents:

- Proposed BOS Resolution (signed by AGM & Controller) (Word Doc Version)
- Updated Emergency Declaration (signed by Commission President) (PDF)
- Original Emergency Declaration (PDF)
- BOS Resolution 45-21 (PDF)
- Contract WD-2881.E.A between PUC and Ranch Fence (PDF)
- Contract WD-2881.E.B between PUC and All Commercial Fence (PDF)

Please contact Edith Castorena at ecastorena@sflower.org if you need any additional information on these items.

London N. Breed
 Mayor

Sophie Maxwell
 President

Anson Moran
 Vice President

Tim Paulson
 Commissioner

Ed Harrington
 Commissioner

Newsha Ajami
 Commissioner

Michael Carlin
 Acting
 General Manager

