

**City and County of San Francisco
Municipal Transportation Agency
One South Van Ness Ave., 7th Floor
San Francisco, California 94103**

**Third Amendment to Agreement with Cypress Security, LLC
for Armed and Unarmed Security Service**

THIS AMENDMENT (this "Amendment") is made as of **September 1, 2011**, in San Francisco, California, by and between **Cypress Security, LLC** ("Contractor"), and the City and County of San Francisco, a municipal corporation ("City"), acting by and through its Municipal Transportation Agency ("SFMTA").

RECITALS

- A. City and Contractor have entered into the Agreement (as defined below).
- B. City and Contractor desire to modify the Agreement on the terms and conditions set forth herein to extend the performance period for additional three years with an additional contract amount set for below.

NOW, THEREFORE, Contractor and the City agree as follows:

1. Definitions. The following definitions shall apply to this Amendment:

a. Agreement. The term "Agreement" shall mean the Agreement dated September 1, 2008 between Contractor and City, as amended by the First amendment dated September 1, 2008, and the Second Amendment dated June 8, 2010.

b. Other Terms. Terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Agreement.

2. Modifications to the Agreement. The Agreement is hereby modified as follows:

Section 2. Terms of Agreement. Section 2 currently reads as follows:

2. Term of the Agreement

Subject to Section 1, the term of this Agreement shall be from the Effective Date to **August 31, 2011**.

Such section has been amended to read as follows:

2. Term of the Agreement

Subject to Section 1, the term of this Agreement shall be from the original effective date of **September 1, 2008 to August 31, 2014**.

The first paragraph of Section 5. Compensation. The first paragraph of the Section 5 of the Agreement currently reads as follows:

5. Compensation

a. Compensation shall be made in monthly payments for work, as set forth in Section 4 of this Agreement, that the Executive Director/CEO, in his or her sole discretion, concludes has been performed as of the last day of the immediately preceding month. In no event shall the amount of this Agreement exceed **\$15,800,000** (fifteen million, eight hundred thousand dollars). The breakdown of costs associated with this Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein.

Such section has been amended to read as follows:

5. Compensation

a. Compensation shall be made in monthly payments for work, as set forth in Section 4 of this Agreement, that the Executive Director/CEO, in his or her sole discretion, concludes has been performed as of the last day of the immediately preceding month. In no event shall the amount of this Agreement exceed **\$32,900,000** (thirty-two million nine hundred thousand dollars). The breakdown of costs associated with this Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein.

Section 8. Submitting False Claims; Monetary Penalties. Section 8 is replaced in its entirety to read as follows:

8. Submitting False Claims; Monetary Penalties.

Pursuant to San Francisco Administrative Code §21.35, any contractor, subcontractor or consultant who submits a false claim shall be liable to the City for the statutory penalties set forth in that section. The text of Section 21.35, along with the entire San Francisco Administrative Code is available on the web at <http://www.municode.com/Library/clientCodePage.aspx?clientID=4201>. A contractor, subcontractor or consultant will be deemed to have submitted a false claim to the City if the contractor, subcontractor or consultant: (a) knowingly presents or causes to be presented to an officer or employee of the City a false claim or request for payment or approval; (b) knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by the City; (c) conspires to defraud the City by getting a false claim allowed or paid by the City; (d) knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the City; or (e) is a beneficiary of an inadvertent submission of a false claim to the City, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the City within a reasonable time after discovery of the false claim.

Section 15. Insurance subsection. Section 15 of the Agreement currently reads as follows:

15. Insurance

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

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

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

(3) Commercial Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.

A. Commercial General Liability and Commercial Automobile Liability Insurance policies must provide the following:

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

(2) That such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought.

B. All policies shall provide thirty (30) days' advance written notice to SFMTA of reduction or non-renewal of coverages or cancellation of coverages for any reason. Notices shall be sent to the following address:

b. Commercial General Liability and Commercial Automobile Liability Insurance policies must provide the following:

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

(2) That such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought.

c. All policies shall provide thirty (30) days' advance written notice to City of reduction or nonrenewal of coverages or cancellation of coverages for any reason. Notices shall be sent to the following address:

Office of Deputy Director of Security and Enforcement
San Francisco Municipal Transportation Agency
One South Van Ness Ave, 8th Floor
San Francisco, CA 94103

AND

Office of Contract Procurement
San Francisco Municipal Transportation Agency
One South Van Ness Avenue, 7th Floor
San Francisco, CA 94103

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

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

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

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

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

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

j. The Contractor shall furnish and maintain throughout the term of this Contract the following bonds, on forms furnished by City (copies attached) and at no expense to SFMTA:

(1) A corporate surety bond, in a sum not less than \$800,000 to guarantee the faithful performance of this contract.

(2) A corporate surety bond, in the sum of \$800,000, to guarantee the payment of labor, materials, supplies, and equipment used in the performance of the Contract.

A. Corporate sureties issuing these bonds shall be legally authorized to engage in the business of furnishing surety bonds in the State of California. All sureties shall have a current A.M. Best rating not less than "A-, VIII" or as otherwise approved by the City's Risk Management and Controller.

B. The bonds shall be renewed annually for multi-year contracts. SFMTA shall be given a minimum of thirty (30) days advance notice in the event that the surety intends to cancel or not renew the bond by the surety as well as the Contractor. In such event, Contractor shall, prior to the effective date of cancellation or termination, substitute another, and sufficient, surety to be approved by City. During the period covered by the Contract, if any of the sureties upon the bond become insolvent or, in the opinion of City, unable to pay promptly the amount of such bond to the extent to which the surety might be liable, Contractor, within thirty (30) days after notice given by City to Contractor, shall buy

supplemental bond or otherwise, substitute another and sufficient surety approved by City in place of the surety becoming insolvent or unable to pay.

C. If, due to cancellation, failure to renew, or insolvency, Contractor fails to substitute another and sufficient surety within the applicable time period, City, in addition to any other remedies available to it under law, and notwithstanding any other provision of this agreement to the contrary, shall have the option to immediately declare a material breach of this Contract, terminate the Contract, and/or bring any proper suit or proceeding against monies then due or which thereafter may become due Contractor under the Contract.

(3) A blanket position bond insuring each employee for a maximum amount of \$10,000 or a scheduled fidelity bond covering employees who perform tasks relating to the SFMTA Revenue Unit for \$2,500 and a Blanket Crime Policy (Employee Dishonesty Coverage) covering all officers and employees in an amount of not less than \$100,000 with any deductible not to exceed \$5,000 and including SFMTA as additional obligee or loss payee as its interest may appear.

Such section is amended in its entirety to read as follows:

15. Insurance

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

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

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

(3) Commercial Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.

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

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

(2) That such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought.

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

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

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

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

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

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

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

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

Section 25. Notices to the parties. Section 25 of the Agreement currently reads as follows:

25. Notices to the Parties

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

To City:

Office of Deputy Director of Security and Enforcement
San Francisco Municipal Transportation Agency
One South Van Ness Ave, 8th Floor
San Francisco, CA 94103

AND

Office of Contract Procurement

San Francisco Municipal Transportation Agency
One South Van Ness Avenue, 7th Floor
San Francisco, CA 94103

To Contractor:

Nils Welin
Cypress Security, LLC
452 Tehama Street
San Francisco, CA 94103
Phone #: 415-240-4495
E-mail: nwelin@cypress-security.com
Fax #: 415-352-1910

AND

Kes Narbutas
Cypress Security, LLC
452 Tehama Street
San Francisco, CA 94103
Phone #: 415-240-4500
E-mail: knarbutas@@cypress-security.com
Fax #: 415-352-1910

Any notice of default must be sent by registered mail.

Such section is amended in its entirety to read as follows:

25. Notices to the Parties

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

To City: Joy Houlihan
Deputy Director Security and Enforcement
Safety, Training, Security & Enforcement Division
One South Van Ness Ave, 8th Floor
San Francisco, CA 94103
Telephone: 415-701-5440
Email: joy.houlihan@sfmta.com

To Contractor: Kes Narbutas
Cypress Security, LLC
452 Tehama Street
San Francisco, CA 94103
Phone: 415-240-4500
Email: knarbutas@@cypress-security.com
Fax: 415-352-1910

Section 33. Local Business Enterprise Utilization; Liquidated Damages. b. (2) Subcontracting Goals of the Agreement currently reads as follows:

33. Local Business Enterprise Utilization; Liquidated Damages

b. Compliance and Enforcement

(2) Subcontracting Goals

The LBE subcontracting participation goal for this contract is five percent (5%). Contractor shall fulfill the subcontracting commitment made in its bid or proposal. Each invoice submitted to City for payment shall include the information required in the HRC Progress Payment Form and the HRC Payment Affidavit. Failure to provide the HRC Progress Payment Form and the HRC Payment Affidavit with each invoice submitted by Contractor shall entitle City to withhold 20% of the amount of that invoice until the HRC Payment Form and the HRC Subcontractor Payment Affidavit are provided by Contractor.

Contractor shall not participate in any back contracting to the Contractor or lower-tier subcontractors, as defined in the LBE Ordinance, for any purpose inconsistent with the provisions of the LBE Ordinance, its implementing rules and regulations, or this Section.

Such section has been amended in its entirety to read as follows:

The LBE subcontracting participation goal for this contract is **fifteen percent (15%)**. Contractor shall fulfill the subcontracting commitment made in its bid or proposal. Each invoice submitted to City for payment shall include the information required in the HRC Progress Payment Form and the HRC Payment Affidavit. Failure to provide the HRC Progress Payment Form and the HRC Payment Affidavit with each invoice submitted by Contractor shall entitle City to withhold 20% of the amount of that invoice until the HRC Payment Form and the HRC Subcontractor Payment Affidavit are provided by Contractor.

Contractor shall not participate in any back contracting to the Contractor or lower-tier subcontractors, as defined in the LBE Ordinance, for any purpose inconsistent with the provisions of the LBE Ordinance, its implementing rules and regulations, or this Section.

Section 42. Limitations on Contributions. Section 42 of the agreement is amended in its entirety to read as follows:

42. Limitations on Contributions. Through execution of this Agreement, Contractor acknowledges that it is familiar with section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with the City for the rendition of personal services, for the furnishing of any material, supplies or equipment, for the sale or lease of any land or building, or for a grant, loan or loan guarantee, from making any campaign contribution to (1) an individual holding a City elective office if the contract must be approved by the individual, a board on which that individual serves, or a board on which an appointee of that individual serves, (2) a candidate for the office held by such individual, or (3) a committee controlled by such individual, at any time from the commencement of negotiations for the contract until the later of either the termination of negotiations for such contract or six months after the date the contract is approved. Contractor acknowledges that the foregoing restriction applies only if the contract or a combination or series of contracts approved by the same individual or board in a fiscal year have a total anticipated or actual value of \$50,000 or more. Contractor further acknowledges that the prohibition on contributions applies to each prospective party to the contract; each

member of Contractor's board of directors; Contractor's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 20 percent in Contractor; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Contractor. Additionally, Contractor acknowledges that Contractor must inform each of the persons described in the preceding sentence of the prohibitions contained in Section 1.126. Contractor further agrees to provide to City the names of each person, entity or committee described above.

Section 43. Requiring Minimum Compensation for Covered Employees. Section 43 of the Agreement is amended in its entirety to read as follows:

43. Requiring Minimum Compensation for Covered Employees

a. Contractor agrees to comply fully with and be bound by all of the provisions of the Minimum Compensation Ordinance (MCO), as set forth in San Francisco Administrative Code Chapter 12P (Chapter 12P), including the remedies provided, and implementing guidelines and rules. The provisions of Sections 12P.5 and 12P.5.1 of Chapter 12P are incorporated herein by reference and made a part of this Agreement as though fully set forth. The text of the MCO is available on the web at www.sfgov.org/olse/mco. A partial listing of some of Contractor's obligations under the MCO is set forth in this Section. Contractor is required to comply with all the provisions of the MCO, irrespective of the listing of obligations in this Section.

b. The MCO requires Contractor to pay Contractor's employees a minimum hourly gross compensation wage rate and to provide minimum compensated and uncompensated time off. The minimum wage rate may change from year to year and Contractor is obligated to keep informed of the then-current requirements. Any subcontract entered into by Contractor shall require the subcontractor to comply with the requirements of the MCO and shall contain contractual obligations substantially the same as those set forth in this Section. It is Contractor's obligation to ensure that any subcontractors of any tier under this Agreement comply with the requirements of the MCO. If any subcontractor under this Agreement fails to comply, City may pursue any of the remedies set forth in this Section against Contractor.

c. Contractor shall not take adverse action or otherwise discriminate against an employee or other person for the exercise or attempted exercise of rights under the MCO. Such actions, if taken within 90 days of the exercise or attempted exercise of such rights, will be rebuttably presumed to be retaliation prohibited by the MCO.

d. Contractor shall maintain employee and payroll records as required by the MCO. If Contractor fails to do so, it shall be presumed that the Contractor paid no more than the minimum wage required under State law.

e. The City is authorized to inspect Contractor's job sites and conduct interviews with employees and conduct audits of Contractor

f. Contractor's commitment to provide the Minimum Compensation is a material element of the City's consideration for this Agreement. The City in its sole discretion shall determine whether such a breach has occurred. The City and the public will suffer actual damage that will be impractical or extremely difficult to determine if the Contractor fails to comply with these requirements. Contractor agrees that the sums set forth in Section 12P.6.1 of the MCO as liquidated damages are not a penalty, but are reasonable estimates of the loss that the City and the public will incur for Contractor's noncompliance.

The procedures governing the assessment of liquidated damages shall be those set forth in Section 12P.6.2 of Chapter 12P.

g. Contractor understands and agrees that if it fails to comply with the requirements of the MCO, the City shall have the right to pursue any rights or remedies available under Chapter 12P (including liquidated damages), under the terms of the contract, and under applicable law. If, within 30 days after receiving written notice of a breach of this Agreement for violating the MCO, Contractor fails to cure such breach or, if such breach cannot reasonably be cured within such period of 30 days, Contractor fails to commence efforts to cure within such period, or thereafter fails diligently to pursue such cure to completion, the City shall have the right to pursue any rights or remedies available under applicable law, including those set forth in Section 12P.6(c) of Chapter 12P. Each of these remedies shall be exercisable individually or in combination with any other rights or remedies available to the City.

h. Contractor represents and warrants that it is not an entity that was set up, or is being used, for the purpose of evading the intent of the MCO.

i. If Contractor is exempt from the MCO when this Agreement is executed because the cumulative amount of agreements with this department for the fiscal year is less than \$25,000, but Contractor later enters into an agreement or agreements that cause contractor to exceed that amount in a fiscal year, Contractor shall thereafter be required to comply with the MCO under this Agreement. This obligation arises on the effective date of the agreement that causes the cumulative amount of agreements between the Contractor and this department to exceed \$25,000 in the fiscal year.

Section 44. Requiring Health Benefits for Covered Employees. Section 44 is amended in its entirety to read as follows:

44. Requiring Health Benefits for Covered Employees.

Contractor agrees to comply fully with and be bound by all of the provisions of the Health Care Accountability Ordinance (HCAO), as set forth in San Francisco Administrative Code Chapter 12Q, including the remedies provided, and implementing regulations, as the same may be amended from time to time. The provisions of section 12Q.5.1 of Chapter 12Q are incorporated by reference and made a part of this Agreement as though fully set forth herein. The text of the HCAO is available on the web at www.sfgov.org/olse. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 12Q.

a. For each Covered Employee, Contractor shall provide the appropriate health benefit set forth in Section 12Q.3 of the HCAO. If Contractor chooses to offer the health plan option, such health plan shall meet the minimum standards set forth by the San Francisco Health Commission.

b. Notwithstanding the above, if the Contractor is a small business as defined in Section 12Q.3(e) of the HCAO, it shall have no obligation to comply with part (a) above.

c. Contractor's failure to comply with the HCAO shall constitute a material breach of this agreement. City shall notify Contractor if such a breach has occurred. If, within 30 days after receiving City's written notice of a breach of this Agreement for violating the HCAO, Contractor fails to cure such breach or, if such breach cannot reasonably be cured within such period of 30 days, Contractor fails to commence efforts to cure within such period, or thereafter fails diligently to pursue such cure to completion, City shall have the right to pursue the remedies set forth in 12Q.5.1 and 12Q.5(f)(1-6). Each of these remedies shall be exercisable individually or in combination with any other rights or remedies available to City.

d. Any Subcontract entered into by Contractor shall require the Subcontractor to comply with the requirements of the HCAO and shall contain contractual obligations substantially the same as those set forth in this Section. Contractor shall notify City's Office of Contract Administration when it enters into such a Subcontract and shall certify to the Office of Contract Administration that it has notified the Subcontractor of the obligations under the HCAO and has imposed the requirements of the HCAO on Subcontractor through the Subcontract. Each Contractor shall be responsible for its Subcontractors' compliance with this Chapter. If a Subcontractor fails to comply, the City may pursue the remedies set forth in this Section against Contractor based on the Subcontractor's failure to comply, provided that City has first provided Contractor with notice and an opportunity to obtain a cure of the violation.

e. Contractor shall not discharge, reduce in compensation, or otherwise discriminate against any employee for notifying City with regard to Contractor's noncompliance or anticipated noncompliance with the requirements of the HCAO, for opposing any practice proscribed by the HCAO, for participating in proceedings related to the HCAO, or for seeking to assert or enforce any rights under the HCAO by any lawful means.

f. Contractor represents and warrants that it is not an entity that was set up, or is being used, for the purpose of evading the intent of the HCAO.

g. Contractor shall maintain employee and payroll records in compliance with the California Labor Code and Industrial Welfare Commission orders, including the number of hours each employee has worked on the City Contract.

h. Contractor shall keep itself informed of the current requirements of the HCAO.

i. Contractor shall provide reports to the City in accordance with any reporting standards promulgated by the City under the HCAO, including reports on Subcontractors and Subtenants, as applicable.

j. Contractor shall provide City with access to records pertaining to compliance with HCAO after receiving a written request from City to do so and being provided at least ten business days to respond.

k. Contractor shall allow City to inspect Contractor's job sites and have access to Contractor's employees in order to monitor and determine compliance with HCAO.

City may conduct random audits of Contractor to ascertain its compliance with HCAO. Contractor agrees to cooperate with City when it conducts such audits.

l. If Contractor is exempt from the HCAO when this Agreement is executed because its amount is less than \$25,000 (\$50,000 for nonprofits), but Contractor later enters into an agreement or agreements that cause Contractor's aggregate amount of all agreements with City to reach \$75,000, all the agreements shall be thereafter subject to the HCAO. This obligation arises on the effective date of the agreement that causes the cumulative amount of agreements between Contractor and the City to be equal to or greater than \$75,000 in the fiscal year.

Section 45. First Source Hiring Program. Section 45 is amended in its entirety to read as follows:

45. First Source Hiring Program

a. Incorporation of Administrative Code Provisions by Reference. The provisions of Chapter 83 of the San Francisco Administrative Code are incorporated in this Section by reference and made a part of this Agreement as though fully set forth herein. Contractor shall comply fully with, and be bound by, all of the provisions that apply to this Agreement under such Chapter, including but not limited to the remedies provided therein. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 83.

b. First Source Hiring Agreement. As an essential term of, and consideration for, any contract or property contract with the City, not exempted by the FSHA, the Contractor shall enter into a first source hiring agreement ("agreement") with the City, on or before the effective date of the contract or property contract. Contractors shall also enter into an agreement with the City for any other work that it performs in the City. Such agreement shall:

(1) Set appropriate hiring and retention goals for entry level positions. The employer shall agree to achieve these hiring and retention goals, or, if unable to achieve these goals, to establish good faith efforts as to its attempts to do so, as set forth in the agreement. The agreement shall take into consideration the employer's participation in existing job training, referral and/or brokerage programs. Within the discretion of the FSHA, subject to appropriate modifications, participation in such programs maybe certified as meeting the requirements of this Chapter. Failure either to achieve the specified goal, or to establish good faith efforts will constitute noncompliance and will subject the employer to the provisions of Section 83.10 of this Chapter.

(2) Set first source interviewing, recruitment and hiring requirements, which will provide the San Francisco Workforce Development System with the first opportunity to provide qualified economically disadvantaged individuals for consideration for employment for entry level positions. Employers shall consider all applications of qualified economically disadvantaged individuals referred by the System for employment; provided however, if the employer utilizes nondiscriminatory screening criteria, the employer shall have the sole discretion to interview and/or hire individuals referred or certified by the San Francisco Workforce Development System as being qualified economically disadvantaged individuals. The duration of the first source interviewing requirement shall be determined by the FSHA and shall be set forth in each agreement, but shall not exceed 10 days. During that period, the employer may publicize the entry level positions in accordance with the agreement. A need for urgent or temporary hires must be evaluated, and appropriate provisions for such a situation must be made in the agreement.

(3) Set appropriate requirements for providing notification of available entry level positions to the San Francisco Workforce Development System so that the System may train and refer an adequate pool of qualified economically disadvantaged individuals to participating employers. Notification should include such information as employment needs by occupational title, skills, and/or experience required, the hours required, wage scale and duration of employment, identification of entry level and training positions, identification of English language proficiency requirements, or absence thereof, and the projected schedule and procedures for hiring for each occupation. Employers should provide both long-term job need projections and notice before initiating the interviewing and hiring process. These notification requirements will take into consideration any need to protect the employer's proprietary information.

(4) Set appropriate record keeping and monitoring requirements. The First Source Hiring Administration shall develop easy-to-use forms and record keeping requirements for documenting compliance with the agreement. To the greatest extent possible, these requirements shall utilize the employer's existing record keeping systems, be nonduplicative, and facilitate a coordinated flow of information and referrals.

(5) Establish guidelines for employer good faith efforts to comply with the first source hiring requirements of this Chapter. The FSHA will work with City departments to develop employer good faith effort requirements appropriate to the types of contracts and property contracts handled by each department. Employers shall appoint a liaison for dealing with the development and implementation of the employer's agreement. In the event that the FSHA finds that the employer under a City contract or property contract has taken actions primarily for the purpose of circumventing the requirements of this Chapter, that employer shall be subject to the sanctions set forth in Section 83.10 of this Chapter.

(6) Set the term of the requirements.

(7) Set appropriate enforcement and sanctioning standards consistent with this Chapter.

(8) Set forth the City's obligations to develop training programs, job applicant referrals, technical assistance, and information systems that assist the employer in complying with this Chapter.

(9) Require the developer to include notice of the requirements of this Chapter in leases, subleases, and other occupancy contracts.

c. Hiring Decisions. Contractor shall make the final determination of whether an Economically Disadvantaged Individual referred by the System is "qualified" for the position.

d. Exceptions. Upon application by Employer, the First Source Hiring Administration may grant an exception to any or all of the requirements of Chapter 83 in any situation where it concludes that compliance with this Chapter would cause economic hardship.

e. Liquidated Damages. Contractor agrees:

(1) To be liable to the City for liquidated damages as provided in this section;

(2) To be subject to the procedures governing enforcement of breaches of contracts based on violations of contract provisions required by this Chapter as set forth in this section;

(3) That the contractor's commitment to comply with this Chapter is a material element of the City's consideration for this contract; that the failure of the contractor to comply with the contract provisions required by this Chapter will cause harm to the City and the public which is significant and substantial but extremely difficult to quantify; that the harm to the City includes not only the financial cost of funding public assistance programs but also the insidious but impossible to quantify harm that this community and its families suffer as a result of unemployment; and that the assessment of liquidated damages of up to \$5,000 for every notice of a new hire for an entry level position improperly withheld by the contractor from the first source hiring process, as determined by the FSHA during its first investigation of a contractor, does not exceed a fair estimate of the financial and other damages that the City suffers as a result of the contractor's failure to comply with its first source referral contractual obligations.

(4) That the continued failure by a contractor to comply with its first source referral contractual obligations will cause further significant and substantial harm to the City and the public, and that a second assessment of liquidated damages of up to \$10,000 for each entry level position improperly

withheld from the FSHA, from the time of the conclusion of the first investigation forward, does not exceed the financial and other damages that the City suffers as a result of the contractor's continued failure to comply with its first source referral contractual obligations;

(5) That in addition to the cost of investigating alleged violations under this Section, the computation of liquidated damages for purposes of this section is based on the following data:

A. The average length of stay on public assistance in San Francisco's County Adult Assistance Program is approximately 41 months at an average monthly grant of \$348 per month, totaling approximately \$14,379; and

B. In 2004, the retention rate of adults placed in employment programs funded under the Workforce Investment Act for at least the first six months of employment was 84.4%. Since qualified individuals under the First Source program face far fewer barriers to employment than their counterparts in programs funded by the Workforce Investment Act, it is reasonable to conclude that the average length of employment for an individual whom the First Source Program refers to an employer and who is hired in an entry level position is at least one year; therefore, liquidated damages that total \$5,000 for first violations and \$10,000 for subsequent violations as determined by FSHA constitute a fair, reasonable, and conservative attempt to quantify the harm caused to the City by the failure of a contractor to comply with its first source referral contractual obligations.

(6) That the failure of contractors to comply with this Chapter, except property contractors, may be subject to the debarment and monetary penalties set forth in Sections 6.80 et seq. of the San Francisco Administrative Code, as well as any other remedies available under the contract or at law; and violation of the requirements of Chapter 83 is subject to an assessment of liquidated damages in the amount of \$5,000 for every new hire for an Entry Level Position improperly withheld from the first source hiring process. The assessment of liquidated damages and the evaluation of any defenses or mitigating factors shall be made by the FSHA.

f. **Subcontracts.** Any subcontract entered into by Contractor shall require the subcontractor to comply with the requirements of Chapter 83 and shall contain contractual obligations substantially the same as those set forth in this Section.

Appendix A. SFMTA Security Guard Services Scope of Work, Subsection 1. Definitions, Paragraph A. Agreement, Contract of the Agreement currently reads as follows:

1. Definitions

For the purpose of the Special Conditions in this Contract proposal, the following terms shall have the following meanings:

A. Agreement, Contract. The contract to be negotiated and executed by the SFMTA and the successful proposer, which shall include this Request for Proposals, the Contractor's proposal, the Post Orders, Staffing Plan, Facility Patrol Plan, Training Plan and Standard Operating Procedures, and all other attachments and appendices to those documents.

Such subsection and the paragraph have been amended in their entirety to read as follows:

1. Definitions

For the purpose of the Special Conditions in this Agreement, the following terms shall have the following meanings:

A. Agreement, Contract. The contract to be negotiated and executed by the SFMTA and the successful proposer, which shall include the Request for Proposals, the Contractor's proposal, the Post Orders, Staffing Plan, Facility Patrol Plan, Training Plan and Standard Operating Procedures, and all other attachments and appendices to those documents.

Appendix A. Security Guard Services Scope of Work, Section 7. B. Regular Locations, Subsection ix. SFMTA Headquarters of the Agreement currently reads as follows:

ix. SFMTA Headquarters – located at 1 South Van Ness Avenue is owned by the City and leased by SFMTA (SFMTA currently occupies the 7th, 3rd & Basement levels, and anticipates occupying the 6th floor in 2008). SFMTA Headquarters is occupied by senior administrative staff, finance staff, the Revenue Division, Human Resources, Construction, Planning, Parking and Traffic, Information Technology, and External Affairs.

Such section has been amended in its entirety to read as follows:

ix. SFMTA Headquarters – located at One South Van Ness Avenue and is owned by the City and leased by SFMTA. SFMTA currently occupies the third, sixth, seventh, and half of the eighth floors, as a well as the basement level at 11 Van Ness Avenue. SFMTA Headquarters is occupied by the Executives Offices; Administration, Taxi and Accessible Services; Capital programs and Constructions; Finance and Information Technology; Safety and Security Management; Sustainable Streets; and Transit Services.

Appendix A, Section 3. Initial Contract Deliverables, Subsection I. Report Templates of the Agreement currently reads as follows:

A. Report Templates.

Upon the Effective Date, Contractor shall provide to SFMTA templates for all reports that are required by this Contract (Emergency Reports, Training Affidavits, Incident Reports, Guard Timesheets, Lost/Stolen Item Reports, a Daily Security Report (DSR), Radio Logs, Armed Guard Daily Report, Observer Reports, monthly invoice, and an Excel matrix of Planned/Unplanned Scheduled Events to track date/time of event, location, number of guards, hours of service, etc.) for SFMTA approval. The final approved report templates are incorporated by reference and shall become part of the Agreement as though fully set forth herein.

Such section has been amended in its entirety to read as follows:

A. Report Templates

Upon the Effective Date, Contractor shall provide to SFMTA templates for all reports that are required by this Contract (Training Affidavits, Incident Reports, Guard Timesheets, a Daily Security Report (DSR), Radio Logs, Armed Guard Daily Report, Observer Reports, monthly invoice, and an Excel matrix of Planned/Unplanned Scheduled Events to track date/time of event, location, number of guards, hours of service, etc.) for SFMTA approval. The final approved report templates are incorporated by reference and shall become part of the Agreement as though fully set forth herein.

Appendix A, Section 6. Equipment of the Agreement currently reads as follows:

6. EQUIPMENT

- A. Flashlight and batteries;
- B. Flashlight holder, black, ring or snap style;
- C. Radio holder, black;
- D. Handcuffs and case or pouch (if required);
- E. Expandable baton (if required by SFMTA);
- F. Expandable baton holder, black (if required);
- G. Whistle (thunder type) with chain attachment;
- H. 40 Caliber Semi-automatic firearms for armed Guards only or other firearm if requested by the SFMTA
- I. Approved chemical agent (subject to prior approval of use of chemical agents by the Management of Enforcement and Security, SFMTA);
- J. Body armor to the extent determined necessary by Contractor;
- K. Vehicles for Field Supervisor and Graffiti Unit;
- L. Cellular telephones for all Supervisors
- M. All other equipment determined by Contractor to be reasonably necessary to the successful performance of the Services.

Such section has been amended in its entirety to read as follows:

6. EQUIPMENT

- A. Flashlight and batteries;
- B. Flashlight holder, black, ring or snap style;
- C. Radio holder, black;
- D. Handcuffs and case or pouch (if required);
- E. Expandable baton (if required by SFMTA);
- F. Expandable baton holder, black (if required);
- G. Whistle (thunder type) with chain attachment;
- H. 40 Caliber Semi-automatic firearms for armed Guards only or other firearm if requested by the SFMTA
- I. Approved chemical agent (subject to prior approval of use of chemical agents by the Management of Enforcement and Security, SFMTA);
- J. Body armor to the extent determined necessary by Contractor;
- K. Vehicles for Field Supervisor and Unit;
- L. Cellular telephones for all Supervisors

M. All other equipment determined by Contractor to be reasonably necessary to the successful performance of the Services.

Appendix A, Section 7. Sites, Subsection B. Regular Locations of the Agreement currently reads as follows:

B. Regular Locations.

Contractor shall provide regular Guard Services at the following Sites in accordance with the schedule set forth in Exhibit A. The SFMTA reserves the right during the term of the Agreement to add Sites or to eliminate any Site.

- i. **Curtis E. Green Metro Center** – This Metro Center, located at 425 Geneva Avenue is a rail operations and maintenance complex that houses major maintenance and storage facilities for light rail vehicles and historic streetcars, dispatch offices, storage of maintenance equipment and supplies, and administrative offices for the maintenance division.
- ii. **Geneva Metro Center** – The smaller portion of Green Center is located at 2301 San Jose Avenue and is primarily the maintenance center and storage area for the system's historic fleet.
- iii. **John M. Woods Motor Coach Center** – The John M. Woods Center, located at 22nd and Indiana Streets, is the largest maintenance and storage facility for the system's standard motor coaches and includes administrative offices for operations dispatch and maintenance, parts storage, heavy repair, light repair, machine shops, body and paint functions, and a carpentry shop.
- iv. **Potrero Trolley Coach Division** – Potrero Division, located at Hampshire and Mariposa Streets, is the system's largest trolley coach division. This facility includes storage and maintenance facilities for standard and articulated trolleys and offices for SFMTA's street supervisors.
- v. **Kirkland Motor Coach Division** – Kirkland Division is located at North Point and Stockton Streets and is the operations, maintenance and storage facility for about 200 standard motor coaches.
- vi. **Welton M. Flynn Motor Coach Division** – Flynn Division, located at 1940 Harrison Street, is the operations, maintenance and storage facility for the motor coach fleet.
- vii. **Presidio Trolley Coach Division** – The Presidio Division, located at Geary Blvd. and Presidio Avenue, houses system safety and training divisions classrooms and offices in addition to the maintenance and storage of trolley coaches.
- viii. **Cable Car Division** – The Cable Car Division, located at Washington and Mason Streets, houses the cable power and machinery for operating the City's historic cable cars, the maintenance and storage facility for cable cars, and the Cable Car Museum.
- ix. **SFMTA Headquarters** – located at 1 South Van Ness Avenue is owned by the City and leased by SFMTA (SFMTA currently occupies the 7th, 3rd & Basement levels, and anticipates occupying the 6th floor in 2008). SFMTA Headquarters is occupied by senior

administrative staff, finance staff, the Revenue Division, Human Resources, Construction, Planning, Parking and Traffic, Information Technology, and External Affairs.

x. **SFMTA Customer Service Center** – located at 11 South Van Ness and included in the lease for 1 South Van Ness. The hours of operation are 8am-5pm Monday–Friday. The Customer Service Center houses parking citation payments, parking citation hearings and fare media sales. Contractor shall provide the following for the Customer Service Center:

- (a) One unarmed Guard shall be posted at the front desk for metal detector monitoring.
- (b) A second armed Guard shall patrol the interior perimeter on a regular basis and escort daily deposits to the Revenue Center.
- (c) The Guards shall be responsible for opening the Customer Service Center at 8am and closing the facility to the public at 5 pm.

xi. **Burke Avenue Warehouse** – A SFMTA Materials Management warehouse at 1570 Burke Ave. is used for storage of bus parts before distribution to individual storerooms at the divisions.

xii. **700 Pennsylvania Facilities** – located at the corner of Pennsylvania & 22nd St., currently houses facilities and track maintenance staff, including the crafts, special machine shop and custodial crew along with the signal crew and fleet engineering.

xiii. **Sixth & King** – is used as a temporary storage yard for trains until Muni Metro East is completed in late 2008.

xiv. **1399 Marin Facility** – Houses track maintenance swing shift and their equipment and the video shop trailers. The yard is used to store the reserve motor coach fleet and has a fuel pumping station used in emergencies.

xv. **The Howard St Facility** – located at 821 Howard St., houses the Central Subway construction staff.

xvi. **Subways** – SFMTA has responsibility for the upkeep of four subway stations that are owned by the Bay Area Rapid Transit (BART) District: Embarcadero Station, Montgomery Station, Powell Station, and Civic Center Station. SFMTA also owns and operates five additional stations in its Metro System: Van Ness Station, Church Station, Castro Station, Forest Hill Station and West Portal Station.

Trackways – SFMTA's Metro System encompasses over 70 miles of trackways throughout the city, primarily along the J, K, L, M, N and T light rail lines. The remaining trackways access tracks linking the Metro Center other tracks. 6.2 miles of this system is in the Metro Subway running from Embarcadero Station to the West Portal Station at the end of the Twin Peaks Tunnel.

C. Future Sites

(a) **Muni Metro East** – is in the final construction phase and is scheduled to be completed in September of 2008

(b) *Islais Creek* –(Kirkland Replacement) is still in development, with a 2010 tentative completion date for project

(c) *Additional sites as requested by the SFMTA.*

Such section has been amended in its entirety to read as follows:

B. Regular Locations

Contractor shall provide regular Guard Services as required, permanently or temporarily, at the following Sites in accordance with the schedule set forth in Exhibit A. The SFMTA reserves the right during the term of the Agreement to add Sites or to eliminate any Site.

i. ***Curtis E. Green Metro Center*** – This Metro Center, located at 425 Geneva Avenue is a rail operations and maintenance complex that houses major maintenance and storage facilities for light rail vehicles and historic streetcars, dispatch offices, storage of maintenance equipment and supplies, and administrative offices for the maintenance division.

ii. ***Geneva Metro Center*** – The smaller portion of Green Center is located at 2301 San Jose Avenue and is primarily the maintenance center and storage area for the system's historic fleet.

iii. ***John M. Woods Motor Coach Center*** – The John M. Woods Center, located at 22nd and Indiana Streets, is the largest maintenance and storage facility for the system's standard motor coaches and includes administrative offices for operations dispatch and maintenance, parts storage, heavy repair, light repair, machine shops, body and paint functions, and a carpentry shop.

iv. ***Potrero Trolley Coach Division*** – Potrero Division, located at Hampshire and Mariposa Streets, is the system's largest trolley coach division. This facility includes storage and maintenance facilities for standard and articulated trolleys and offices for SFMTA's street supervisors.

v. ***Kirkland Motor Coach Division*** – Kirkland Division is located at North Point and Stockton Streets and is the operations, maintenance and storage facility for about 200 standard motor coaches

vi. ***Welton M. Flynn Motor Coach Division*** – Flynn Division, located at 1940 Harrison Street, is the operations, maintenance and storage facility for the motor coach fleet.

vii. ***Presidio Trolley Coach Division*** – The Presidio Division, located at Geary Blvd. and Presidio Avenue, houses system safety and training divisions classrooms and offices in addition to the maintenance and storage of trolley coaches.

viii. ***Cable Car Division*** – The Cable Car Division, located at Washington and Mason Streets, houses the cable power and machinery for operating the City's historic cable cars, the maintenance and storage facility for cable cars, and the Cable Car Museum.

ix. ***SFMTA Headquarters*** – located at 1 South Van Ness Avenue is owned by the City and leased by SFMTA (SFMTA currently occupies the 7th, 3rd & Basement levels, and anticipates occupying the 6th floor in 2008). SFMTA Headquarters is occupied by senior administrative staff, finance staff, the Revenue Division, Human Resources, Construction, Planning, Parking and Traffic, Information Technology, and External Affairs.

x. **SFMTA Customer Service Center** – located at 11 South Van Ness and included in the lease for One South Van Ness Avenue. The hours of operation are 8am-5pm Monday–Friday. The Customer Service Center houses parking citation payments, parking citation hearings and fare media sales. Contractor shall provide the following for the Customer Service Center:

(a) One unarmed Guard shall be posted at the front desk for metal detector monitoring.

(b) A second Guard shall patrol the interior perimeter on a regular basis and escort daily deposits to the Revenue Center.

xi. **Burke Avenue Warehouse** – A SFMTA Materials Management warehouse at 1570 Burke Ave. is used for storage of bus parts before distribution to individual storerooms at the divisions.

xii. **700 Pennsylvania Facilities** – located at the corner of Pennsylvania & 22nd St., currently houses facilities and track maintenance staff, including the crafts, special machine shop and custodial crew along with the signal crew and fleet engineering.

xiii. **1399 Marin Facility** – Houses track maintenance swing shift and their equipment and the video shop trailers. The yard is used to store the reserve motor coach fleet and has a fuel pumping station used in emergencies.

xiv. **The Howard St Facility** – located at 821 Howard St., houses the Central Subway construction staff.

xv. **Subways** – SFMTA has responsibility for the upkeep of four subway stations that are owned by the Bay Area Rapid Transit (BART) District: Embarcadero Station, Montgomery Station, Powell Station, and Civic Center Station. SFMTA also owns and operates five additional stations in its Metro System: Van Ness Station, Church Station, Castro Station, Forest Hill Station and West Portal Station.

xvi. **Trackways** – SFMTA's Metro System encompasses over 70 miles of trackways throughout the city, primarily along the J, K, L, M, N and T light rail lines. The remaining trackways access tracks linking the Metro Center other tracks. 6.2 miles of this system is in the Metro Subway running from Embarcadero Station to the West Portal Station at the end of the Twin Peaks Tunnel.

xvii. **Muni Metro East** – Located at 601- 25th Street, San Francisco for LRV storage, dispatching and maintenance facility.

D. Future Sights

i. **Islais Creek** –(Kirkland Replacement) is still in development, with a 2010 tentative completion date for project

ii. **Additional sites as requested by the SFMTA.**

Appendix A, Section 8. Personnel, Subsection G. Training Requirements of the Agreement currently reads as follows:

G. Training Requirement

i. State Requirements: Contractor shall require all Guards to have current Guard Cards in their possession. Contractor shall provide to the SFMTA a photocopy of current Guard Cards for all Guards assigned to SFMTA facilities ten days prior to the Effective Date. Photocopies of valid Guard Cards for new employees shall be provided 24 hours prior to their start date at SFMTA Sites. Photocopies of Guard Card renewals or proof of payment for the renewals shall be provided to the SFMTA quarterly. In addition to the Guard Card, all Armed Guards must have in their possession an Armed Guard Card as issued by the State Department of Consumer Affairs.

ii. SFMTA Requirements:

Within five (5) Days of the Effective Date of the Agreement, Contractor and SFMTA will meet to develop written training plans and implement a training program. Contractor and SFMTA will have five (5) days to complete the training plan and three (3) weeks to complete all training.

Prior to assignment at any SFMTA Site, all Guards shall complete the SFMTA Contractor Safety Course (4 hours). Training will include but is not limited to SFMTA specific curriculum to address safety issues related to work at a transit facility and CALOSHA safety training.

Additional training requirements for more specialized positions (the type of training depends on assigned duties) are as follows:

b. Field Supervisor –Unarmed 3 days

Training will include learning the location and routes to all SFMTA facilities, all identified security vulnerabilities and alarm response procedures. Training will also include doors to be secured or unlocked at 949 Presidio at prearranged times as well as the safe vehicle and proper radio usage procedures to assist in monitoring deployment of unarmed staff. They will also be instructed on proper radio usage. As this is a supervisory position the field supervisor will also learn how to train new unarmed Guards assigned to do a foot patrol of the Site, to document their activities and to issue radio and other needed equipment to them.

c. Console Supervisor-Unarmed (Security, 875 Stevenson St) 3 days

Training will include proper radio usage procedures and documentation of calls to assist in monitoring deployment of unarmed personnel and abide by FCC rules, inventory & key control. Training will also include CCTV & alarm monitoring procedures, alarm response duties and emergency contact procedures, and incident report writing. As this is a supervisory position those assigned to this position will also be trained on how to fill open posts and weekly scheduling of unarmed Guards.

d. Video Guard-Unarmed (Trailer & 875 Stevenson St.) 3 days

Training will include instruction on how to monitor multiple cameras at multiple platforms, facilities and sites for unusual activities, video downloading procedures, incident report writing and emergency contact procedures.

e. Tower Guard-Unarmed (Revenue Center-1 SVN basement) 3 days

Training will include proper radio usage procedures, inventory control, CCTV and alarm monitoring procedures, downloading of requested video to CDs, alarm response duties and emergency contact procedures, approved procedures to control access to revenue loading dock and secured areas to authorized personnel. They will also be instructed on proper radio usage.

f. Armed Revenue Supervisor (Revenue Center-1 SVN basement) 3 days

Training for this position will include all training in procedures provided to armed revenue Guards. The armed supervisor will also be trained in revenue loading dock procedures and how to monitor the daily Loomis pickup. As this is a supervisory position those assigned to this position will also be trained on how to schedule/rotate armed Guards through different collections as required by the contract and how to fill open posts.

g. Armed Revenue Guards (Revenue Center-1 SVN basement) 3 day

Training will include orientation to all platforms, sites and facilities to which armed Guards escort revenue staff during revenue operations. During this training Guards will be instructed on each area's vulnerabilities as well as proper placement and responsibilities while on escort duty and when returning to base. They will also be instructed on proper radio usage.

h. Graffiti Supervisor-Unarmed 3 days

Training for this position will include all training in procedures provided to Graffiti Patrol Guards. As this is a supervisory position those assigned to this position will also be trained on how to schedule Guards assigned to this unit and how to fill open posts.

i. Graffiti Patrol-Unarmed 3 days

Training will include learning the routes to all SFMTA bus yards, facilities, portals, stations and platforms where Graffiti is likely to occur, pictorial and written documentation of procedures for Graffiti attacks, as well as safe vehicle usage. They will also be instructed on proper radio usage.

j. Facility Guard-Unarmed 1 hour orientation of assigned facility

Training shall include identification of the facility vulnerabilities and the assigned patrol area, instruction on other duties including proper radio usage; verifying employee IDs, and keeping unauthorized people out of restricted areas.

k. Observer-Unarmed 4 hours

Training will include an orientation on all ADA compliance issues that operators are required to follow while driving a transit vehicle, documentation of non-compliance, filling out ride reports and time sheets.

l. Cable Car Observers (2 days MTA training)

Cable Car Observer Training will include an orientation to SFMTA and its cable car fare handling operations. The training will consist of a review of the rules, policies and procedures that all cable car operators (grip men and conductors) are required to follow regarding proper cash handling. Training will include types of violations and previously discovered methods of inappropriate handling of funds.

Personnel assigned to the Cable Car Observer position should be fully trained in undercover investigations and loss prevention as well as proper report writing techniques. Previous training should also include observation techniques and documentation, communications and signaling when working with a partner, legal and liability issues, court room procedures and demeanor, and conflict resolution. Documentation of training shall be provided to SFMTA for any Guard assigned to the SFMTA Cable Car Observer program prior to the assignment.

iii. Ongoing Training Requirements

The Contractor must ensure that training as described in Section ii. above is conducted annually or when a Contractor hires any new Supervisor, armed Guard or a group of ten (10) unarmed Guards within a given quarter. The SFMTA reserves the right to test Guards' knowledge of the training curriculum required by this Contract. All training man hours conducted to meet the site specific requirements of SMTA as described in subsection ii and iii shall be billable to SFMTA at the rates described in Attachment B, Schedule of Charges.

The Contractor shall ensure that all Guards have completed an Anti-Discrimination and Harassment Course (4 hours) within one (1) year of the Effective Date of this Contract.

iv. Training Waivers

Contractor may request the training requirement to be waived for a particular Guard if Contractor submits adequate documentation to demonstrate that the Guard's skills already exceed the training requirements and the SFMTA approves the waiver request. No waivers for safety and CALOSHA training are allowed under this Agreement.

Such section has been amended in its entirety to read as follows:

G. Training Requirement

i. State Requirements:

Contractor shall require all Guards to have current Guard Cards in their possession. Contractor shall provide to the SFMTA a photocopy of current Guard Cards for all Guards assigned to SFMTA facilities ten days prior to the Effective Date. Photocopies of valid Guard Cards for new employees shall be provided 24 hours prior to their start date at SFMTA Sites. Photocopies of Guard Card renewals or proof of payment for the renewals shall be provided to the SFMTA quarterly. In addition to the Guard Card, all Armed Guards must have in their possession an Armed Guard Card as issued by the State Department of Consumer Affairs.

ii. SFMTA Requirements:

Within five (5) Days of the Effective Date of the Agreement, Contractor and SFMTA will meet to develop written training plans and implement a training program. Contractor and SFMTA will have five (5) days to complete the training plan and three (3) weeks to complete all training.

Prior to assignment at any SFMTA Site, all Guards shall complete the SFMTA Contractor Safety Course (4 hours). Training will include but is not limited to SFMTA specific curriculum to address safety issues related to work at a transit facility and CALOSHA safety training.

Additional training requirements for more specialized positions (the type of training depends on assigned duties) are as follows:

a. Field Supervisor—Unarmed 3 days

Training will include learning the location and routes to all SFMTA facilities, all identified security vulnerabilities and alarm response procedures. Training will also include doors to be secured or unlocked at 949 Presidio at prearranged times as well as the safe vehicle and proper radio usage procedures to assist in monitoring deployment of unarmed staff. They will also be instructed on proper radio usage. As this is a supervisory position the field supervisor will also learn how to train new unarmed Guards assigned to do a foot patrol of the Site, to document their activities and to issue radio and other needed equipment to them.

b. Console Supervisor—Unarmed (Security, One South Van Ness Ave.) 3 days

Training will include proper radio usage procedures and documentation of calls to assist in monitoring deployment of unarmed personnel and abide by FCC rules, inventory & key control. Training will also include CCTV & alarm monitoring procedures, alarm response duties and emergency contact procedures, and incident report writing. As this is a supervisory position those assigned to this position will also be trained on how to fill open posts and weekly scheduling of unarmed Guards.

c. Tower Guard—Unarmed (Revenue Center-1 SVN basement) 3 days

Training will include proper radio usage procedures, inventory control, CCTV and alarm monitoring procedures, downloading of requested video to CDs, alarm response duties and emergency contact procedures, approved procedures to control access to revenue loading dock and secured areas to authorized personnel. They will also be instructed on proper radio usage.

d. Armed Revenue Supervisor (Revenue Center-1 SVN basement) 3 days

Training for this position will include all training in procedures provided to armed revenue Guards. The armed supervisor will also be trained in revenue loading dock procedures and how to monitor the daily Loomis pickup. As this is a supervisory position those assigned to this position will also be trained on how to schedule/rotate armed Guards through different collections as required by the contract and how to fill open posts.

e.. Armed Revenue Guards (Revenue Center-1 SVN basement) 3 day

Training will include orientation to all platforms, sites and facilities to which armed Guards escort revenue staff during revenue operations. During this training Guards will be instructed on each area's vulnerabilities as well as proper placement and responsibilities while on escort duty and when returning to base. They will also be instructed on proper radio usage.

f. Mobile Patrol Supervisor—Unarmed 3 days

Training for this position will include all training in procedures provided to Mobile Patrol Guards.

g.. Mobile Patrol—Unarmed 3 days

Training will include learning the routes to all SFMTA bus yards, facilities, portals, stations and platforms where Graffiti and/or other security incidents are likely to occur, pictorial

and written documentation of procedures for Graffiti attacks and other incidents, as well as safe vehicle usage. They will also be instructed on proper radio usage.

h. Facility Guard-Unarmed 1 hour orientation of assigned facility

Training shall include identification of the facility vulnerabilities and the assigned patrol area, instruction on other duties including proper radio usage; verifying employee IDs, and keeping unauthorized people out of restricted areas.

i. Observer-Unarmed 4 hours

Training will include an orientation on all ADA compliance issues that operators are required to follow while driving a transit vehicle, documentation of non-compliance, filling out ride reports and time sheets.

iii Ongoing Training Requirements

The Contractor must ensure that training as described in Section ii. above is conducted annually or when a Contractor hires any new Supervisor, armed Guard or a group of ten (10) unarmed Guards within a given quarter. The SFMTA reserves the right to test Guards' knowledge of the training curriculum required by this Contract. All training man hours conducted to meet the site specific requirements of SMTA as described in subsection ii and iii shall be billable to SFMTA at the rates described in Attachment B, Schedule of Charges.

The Contractor shall ensure that all Guards have completed an Anti-Discrimination and Harassment Course (4 hours) within one (1) year of the Effective Date of this Contract.

iv. Training Waivers

Contractor may request the training requirement to be waived for a particular Guard if Contractor submits adequate documentation to demonstrate that the Guard's skills already exceed the training requirements and the SFMTA approves the waiver request. No waivers for safety and CALOSHA training are allowed under this Agreement.

Appendix A, Section 9. Types of Services, Section 10. Times of Service, Section 11. Reports and Meetings of the Agreement currently read as follows:

9. TYPES OF SERVICES.

A. Armed Personnel.

Contractor shall provide the following Guards and Services in accordance with Exhibit A:

i. Armed Revenue Escort Security Officer Guards

Contractor shall provide Armed Revenue Escort Security Officer Guards who are assigned to Revenue escort duties. These Guards must be armed and fully equipped (.40 Caliber Semi-automatic, handcuffs, baton, approved chemical agent, holsters) to escort Revenue staff.

ii. Armed Revenue Guard Supervisor.

Contractor shall provide an Armed Revenue Guard Supervisor, who shall supervise all armed Guards assigned the Revenue Section to ensure that making sure that such Guards follow all established procedures. This includes but is not limited to checking in armed Guards, issuing

equipment, collecting reports, scheduling of armed Revenue Guards and Relief, and additional duties as requested.

B. Unarmed Personnel.

Contractor shall provide the following unarmed personnel:

i. Revenue Tower Officers

Guards posted at the Tower will be stationed in an elevated tower at SFMTA headquarters at 1 South Van Ness in the basement area connected to the Revenue Vault section to secure the Vault and adjacent areas. Guards at this post must be proficient in PC based software, CCTV and employee access control and alarm systems, monitor and control all entry into the garage area and Vault sections. Guards at this post shall screen individuals through metal detectors installed at the Vault entrances and shall also use handheld scanners to isolate detected items and conduct searches as authorized by SFMTA Security

ii. Senior Console Supervisor

One Senior Supervisor (Monday through Friday) shall be responsible for monitoring the deployment of Guards and supervising all consoles, Mobile Patrols, and unarmed Guard operations, managing communications, and reporting directly to the Contractor's Account Manager. The Senior Console Supervisor shall be responsible for scheduling all Guards and Relief, as well as monitoring all access and CCTV systems, making CD copies of CCTV recordings and backing up of access control system databases as instructed SFMTA. SFMTA requires a minimum of one (1) unarmed Console Supervisor to be assigned to Security Control Consoles per 8-hour shift.

iii. Security Control Console Monitors

Contractor shall provide Guards to monitor Security Control Consoles, at 2-3 Sites, 24 hours per day, 7 days per week. Security Control Consoles contain: the radio base station, CCTV monitors, digital video recorder (DVR) and the employee access control system.

iv. Field Supervisor

Contractor shall provide one (1) unarmed Field Supervisor, whose primary responsibility shall be to patrol SFMTA's various facilities and Sites and respond to all dispatch requests by the Security Control Console Supervisor for any alarms. When requested, or when there is an incident that requires such response, the Field Supervisor shall meet San Francisco Police Department (SFPD) and/or SFMTA staff at the location with keys or access cards as required to in order to allow them access into the building. The Field Supervisor must remain in contact with the Security Control Console Supervisor while on patrol using a hand held radio to be provided by SFMTA.

v. Graffiti Unit Supervisor

Contractor shall provide a Graffiti Unit Supervisor who shall supervise Graffiti Unit personnel and perform all of the duties of the Graffiti Unit Personnel described below. The Graffiti Unit Supervisor shall be responsible for scheduling Guards in the Graffiti Unit and their Relief. The Graffiti Unit Supervisor shall also be responsible for ensure that police reports are filed for all major Graffiti hits, tracking tags and Graffiti hits of SFMTA equipment and property, labeling photographs, for insuring that all photos and reports are sent to the SFPD Graffiti unit, and to ensure that Contractor's anti- Graffiti efforts are coordinated with SFPD.

vi. Graffiti Unit Guards.

Contractor shall provide uniformed and undercover Mobile Patrol Guards to prevent Graffiti from occurring and to gather evidence to prosecute vandals. The locations that must be patrolled by the Graffiti Unit include but are not limited to T-line platforms, the perimeters of all Sites, and any Site that is a bus, trolley or light rail vehicle storage yard. Graffiti Unit Guards may not be used as Relief.

(a) **The Graffiti Unit** must patrol the affected SFMTA Property following the report of a Graffiti attack on any bus, trolleys or light rail vehicle while parked on SFMTA Property. After arriving on site, Graffiti Unit Guards shall inventory vehicles with Graffiti, interview SFMTA employee(s) who reported or saw the incident, get a track sheet indicating where the coaches marred by Graffiti are located in the yard, and take digital photographs of the individual Graffiti "tags". The Guard will advise the Senior Console Supervisor to contact SFMTA Central Control with a request for SFPD to respond to the Site to issue a police report. The Guard shall remain on-site to assist SFPD. The Incident Report will include an SFPD case number along with photographs and a track sheet.

C. Supervisor Duties

i. Each Supervisor of an upcoming shift shall, prior to shift change, determine the readiness of Guards preparing to be posted and ensure adequate number of properly uniformed and equipped Guards are available for the shift.

ii. Each Supervisor shall communicate any changes in post assignments or procedures, any special instructions, announcements, or any other pertinent information that may affect security operations.

iii. On-duty Supervisors shall be available at all times during their shift to receive and implement orders or special instructions from the SFMTA concerning matters which affect the operation and security of assigned areas.

iv. Supervisors shall instruct Guards as to their daily duties at the beginning of each shift. Guard duties shall not interfere with the operations of the SFMTA.

v. Other than Graffiti Unit Supervisor, no on-duty Supervisor may perform the duties of a Guard on patrol or Relief except in emergencies or to provide break coverage. During emergencies, the Supervisor may staff a post for a period not to exceed two (2) hours in any consecutive eight (8)-hour period, unless this requirement is waived by the SFMTA. An Emergency Report shall be submitted to SFMTA by the Supervisor no later than the next business day after the emergency.

D. Contract Security Administrative Support

Contractor shall provide all necessary administrative support to manage Contractor's employees; to prepare reports, compile statistics and provide information as requested by the SFMTA. Contractor shall provide one (1) administrative employee, to be stationed between the hours of 8 a.m. and 5 p.m., at a location to be determined by the SFMTA.

E. As-Needed and Emergency Guard Service

In addition to requested scheduled Services, Contractor shall provide As-Needed Guard Service whenever requested by SFMTA, so long as SFMTA gives at least four (4) hours notice of a request for additional Services. Guards requested under As-Needed Guard Service shall be paid at the regular rate for armed and unarmed Guards. SFMTA anticipates the As-Needed Guard Service requirements to be approximately 1,500 hours annually.

Contractor may be asked to provide armed or unarmed Guards for Emergency Guard Service. Contractor shall provide an Emergency Guard within 30 minutes of SFMTA request. Contractor may charge an emergency rate for the first four (4) hours of services only. After the first four hours, the rate of pay will revert to regular rates.

F. Account Manager

Contractor shall provide an Account Manager to coordinate Contract Services. The Account Manager shall be responsible for managing the SFMTA account and responding to all SFMTA requests for additional Services or any other SFMTA concerns regarding staffing or security issues. The Account Manager shall report directly to SFMTA's Deputy Director of Enforcement and Security.

The Account Manager must be available to participate in security audits and evaluations of SFMTA facilities, practices and procedures. This requirement is a material term of this Contract.

G. Observer Program

Contractor shall provide unarmed plain-clothes Guards as needed and as approved by the SFMTA to act as field observers. The Observer Program was established by court decree to ensure SFMTA's adherence to ADA requirements. The Observer will be assigned to specific SFMTA operators where complaints about non-compliance with ADA requirements have been reported. Observers shall complete a daily written report in a form to be provided by the SFMTA, documenting their observations while riding each vehicle. Although the primary purpose of Observers is to document ADA compliance by SFMTA operators, such Observer report may also include observation of other transit service-related issues, such as fare evasion, customer service problems, or vandalism. The estimated amount of Observer hours that will be required during the term of the Contract is 5,000 hours annually. No single individual employed as part of the Observer Program may work as an Observer more than 20 hours per week. The Observer shall, at a minimum, document the following observations:

- i. Whether the operator calls out stops and transfer points.
- ii. Whether the operator is courteous and accommodating to patrons with disabilities.
- iii. Whether the wheelchair ramp or the coach is lowered when needed.
- iv. Whether wheelchair patrons are properly secured in the designated wheelchair area when the coach is in motion.
- v. That the designated seats are kept open for patron(s) who are elderly or who have disabilities.
- vi. Whether the bus is operated safely with a minimum amount of jerking motions.
- vii. Whether all service animals are allowed on the vehicle.
- viii. Whether the operator checks to make sure that riders are carrying appropriate fare media or paying the required cash fare.
- ix. Whether the fare boxes on the vehicle are functioning properly.

H. Cable Car Observer's Program

The selected Contractor must provide personnel as needed and as approved by the designated MTA Security Manager to act as field observers on the Cable Cars. The primary function of the observers is to be alert for any fare handling violations. The unarmed plainclothes observers will be assigned to ride designated Cable Car lines. Observers will be

required to complete a report, provided by SFMTA, documenting their observations while riding each vehicle.

Observers shall work individually or in teams of two. They will work on an as needed basis, days and times may vary. A total of 6 to 8 part time personnel shall be hired so shifts can be rotated to avoid identification by Operators.

10. TIMES OF SERVICE

A. Time Records

- i. Time records shall be signed by Guards at the beginning and end of each shift and include a standard description of assignments for each day broken down in actual increments [i.e. - Metro TVM collection - 4 hours, Fare Media delivery – 2 hours, break – 1 hour, etc.]. No other Guard, Supervisor or individual is authorized to sign time records.
- ii. All original time records and payroll records for an employee's time for which the SFMTA is charged shall be maintained within 100 miles of San Francisco and shall be retrievable within 24 hours of SFMTA request.
- iii. Contractor shall maintain electronic records of actual daily Guard assignments and functions in a standard and reportable manner
- iv. Contractor shall make all time records and payroll records available for inspection, copying or audit for the entire term of the Agreement and for two years after the term of the Agreement. This section shall survive termination or expiration of the Agreement.
- v. Time records shall be signed at the end of each shift by the shift Supervisor certifying the accuracy of the time record for that Guard.
- vi. Time records for all Guards shall be maintained at the Security Office at 875 Stevenson until the end of each calendar year.
- vii. No Guard or Supervisor shall be required to report for duty earlier than described in such person's shift. If a Guard or Supervisor is obligated to report for duty or punch in prior to shift change in order to determine readiness or any other function, such person's time shall be billable to SFMTA as the rates described in Attachment B.
- viii. Break coverage shall be billable at the rates for the Guard being relieved.

The Contractor must provide the assignment of duties and location one week prior to commencement for approval by the Deputy Director of Enforcement and Security. Contractor must also describe how arrangements will be made for rotating coverage during breaks for Guards stations at revenue locations, and must show assignment rotation a minimum of once a month for Revenue related activities.

B. Hours of Service

i. Shift Schedule.

The Contractor shall provide Guards to fill all shifts listed in **Exhibit A**. SFMTA reserves the right to change the times or locations of the shifts listed in Exhibit A.

Contractor agrees that the Services to be performed by it herein, including the locations and areas where Services are to be performed, the hours for which such Services are to be maintained, and the number of trained, equipped and qualified Guards to be furnished by the Contractor hereunder shall be subject to the approval of the SFMTA. Contractor agrees that the scheduled work hours and days of Services may be changed at any time, without any penalty to the SFMTA, provided the SFMTA gives ten (10) business days notice of any changes to Exhibit A, except in emergencies.

ii. Limitation on Overtime.

No Guard shall work more than twelve (12) hours on one or more Sites, for other clients of Contractor or for or any other job in any twenty-four (24) hour period unless the work periods are separated by an eight (8) hour non-duty period. This limitation shall not apply where Contractor demonstrates in writing within one (1) business day after the event; any condition that prevented Contractor's compliance with this requirement. All requests for an exception to this requirement must receive prior written approval from the SFMTA. The Contractor shall obtain a written confirmation of the waiver of this requirement from the SFMTA for each occurrence.

C. Holidays

Contractor shall provide Services on the following official City holidays:

- i. New Years Day
- ii. Martin Luther King's Birthday
- iii. President's Day
- iv. Memorial Day
- v. Independence Day
- vi. Labor Day
- vii. Columbus Day
- viii. Veterans Day
- ix. Thanksgiving Day
- x. Day after Thanksgiving
- xi. Christmas
- xii. Any additional official City holidays during the term of the Agreement

D. Special Events

The Contractor shall provide additional Services for miscellaneous special events that require armed or unarmed Guard coverage. SFMTA will provide at least five (5) business days notice of the number of Guards needed for a Special Event. These events include but are not limited to:

- xiii. Bay to Breakers (armed)
- xiv. Halloween (armed and unarmed)
- xv. New Years Eve (armed and unarmed)
- xvi. Gay Freedom Day Weekend (armed)

- xvii. Rodeo (unarmed)
- xviii. Cable Car Bell Ringing (unarmed)
- xix. Fleet week (unarmed)
- xx. San Francisco 49ers Football games (armed)
- xxi. San Francisco Giants Baseball games (armed)

11. REPORTS AND MEETINGS

A. Quarterly Meetings

Contractor's Account Manager shall attend quarterly status meetings with SFMTA staff to discuss issues related to the Agreement including, but not limited to, performance, invoice payments, Agreement status, personnel issues, etc. At least one (1) week prior to the quarterly status meeting, the Account Manager shall provide a quarterly status report that summarizes the status of performance of the Agreement with respect to the subject matters listed above and any others that either party requests be included on the agenda for the quarterly status meeting.

B. Reports

i. General Report Requirements.

Whenever a written report is required under the Agreement, any such report must be written in legible English. . All reports must be submitted in a Microsoft Word or compatible format in the approved template as set forth in Section 3. Any changes to report content or formats requested by SFMTA shall be made at no cost to the SFMTA. All written reports are to be submitted by the beginning of the next business day to:

SFMTA Deputy Director of Enforcement and Security (or designee)
505 – 7th Street
San Francisco, CA 94103
(e-mail address and fax number to be provided at time of contract award)

ii. Incident Reports.

Incident Reports shall be prepared no later than the end of the shift during which an incident occurs by each and every Guard who witnessed or responded to the incident. Included in the incident report is a description of the reported incident and status such as "no incident", "all clear" or "further investigation and follow-up required." The Incident Report shall be submitted to the SFMTA Deputy Director of Enforcement and Security, or a designated representative in the approved template as set forth in Section 3. Incident Reports must be submitted by Guards whenever there is an event or condition on or adjacent to SFMTA Property involving injury to persons or property, criminal activity, security breaches, departures from required procedures, suspicious activity, unauthorized persons on SFMTA property or any significant confrontations or altercations among or between SFMTA employees, contractors (including Contractor's employees) or members of the public. Original Incident Reports must be submitted to SFMTA each business day for the prior business day's incidents in electronic format as well as by fax. An Incident Report must be filed in any of the following circumstances:

- a) A Guard is required to intervene between any two or more persons, including other Guards, members of the public or SFMTA staff;
- b) A Guard witnesses any crime or suspected crime, including assault;

- c) A Guard witnesses any incident in which there is a potential personal injury, whether or not medical attention is requested or required, or in which loss or damage to public or private property occurs;
- d) A Guard is required to give direction or an order to any person on a Site and they protest or express their unwillingness to comply;
- e) A Guard discovers any unlocked doors or any activated alarms, false or otherwise;
- f) A Guard discovers any evidence of an area being used and/or occupied by vagrants or loiterers.
- g) A Guard observes suspicious or unusual activities, intrusion alarm information, or Graffiti attacks.

iii. **Annual Summary Reports**

Each year, 90 days before each anniversary date of this Contract, Contractor must furnish a report of the total services ordered under this Contract during the preceding twelve months. The report must be in a format acceptable to SFMTA and must list by department or location the following: (1) all services awarded under this contract; and (2) total quantity and dollar value of each service ordered, including services for which there were no orders. Contractor must also furnish a separate similar report for the total of all services ordered by SFMTA which are not part of this Contract.

iv. **Other Required Reports.**

(a) All malfunctions, vandalism and loss of said equipment stored in the Security Control Console Office must be reported within four (4) hours of the occurrence. The Security Control Console Office contains SFMTA equipment for which Contractor shall be responsible.

(b) When a Guard observes suspicious or unusual activities, intrusion alarms, or a Graffiti attack, a report must be telephoned in to SFMTA Central Control within 5 minutes of the occurrence.

(c) Upon the Effective Date Contractor shall submit a monthly staffing plan that includes the number of Guards that are delegated to each assignment listed in Exhibit A for the upcoming month. The first staffing plan shall include the first two months of the Contract, and each staffing plan shall be submitted 30 days in advance of the month covered by the staffing plan. Supervisors must report any variances from established staffing plans and schedules that occur within a given shift by location and hour, within one (1) business day of the variance. The staffing plan must include arrangements for rotating coverage during breaks for Guards stationed at Revenue Sales locations, and must show assignment rotation a minimum of once a month for Revenue related Activities.

(d) Lost/Stolen Item report: Guard completes report when a lost or stolen item is reported to provide description of lost/stolen item, location, name of facility and date.

(e) Daily Security Report (DSR): a log of a Guard's activity during an assigned shift. Items to be filled out include but are not limited to time of patrols and breaks/lunch which is kept on file at the SFMTA Security Office.

(f) Radio Logs: Record of all Guard and Supervisor radio transmissions that travel over the SFMTA designated radio frequency. Logs include time of transmission, station call letters and an hourly time check. Log is kept on file at the SFMTA Security Office.

(g) Armed Guard Daily Report: A log of activity of Armed Guards during a given shift. Log includes arrival and departure time, the name of the SFMTA revenue worker to whom they have been assigned. Log is turned Revenue at the end of each shift.

(h) Excel Matrix of Planned/Unplanned Scheduled Events to track the date and time of an event, its location, the number of Guards assigned, hours of service, etc.

Such sections have been amended in their entirety to read as follows:

9. TYPES OF SERVICES

A. Armed Personnel

Contractor shall provide the following Guards and Services in accordance with Exhibit A:

v. *Armed Revenue Escort Security Officer Guards*

Contractor shall provide Armed Revenue Escort Security Officer Guards who are assigned to Revenue escort duties. These Guards must be armed and fully equipped (.40 Caliber Semi-automatic, handcuffs, baton, approved chemical agent, holsters) to escort Revenue staff.

vi. *Armed Revenue Guard Supervisor.*

Contractor shall provide an Armed Revenue Guard Supervisor, who shall supervise all armed Guards assigned the Revenue Section to ensure that making sure that such Guards follow all established procedures. This includes but is not limited to checking in armed Guards, issuing equipment, collecting reports, scheduling of armed Revenue Guards and Relief, and additional duties as requested.

C. Unarmed Personnel

Contractor shall provide the following unarmed personnel:

i. *Revenue Tower Officers*

Guards posted at the Tower will be stationed in an elevated tower at SFMTA headquarters at 1 South Van Ness in the basement area connected to the Revenue Vault section to secure the Vault and adjacent areas. Guards at this post must be proficient in PC based software, CCTV and employee access control and alarm systems, monitor and control all entry into the garage area and Vault sections. Guards at this post shall screen individuals through metal detectors installed at the Vault entrances and shall also use handheld scanners to isolate detected items and conduct searches as authorized by SFMTA Security

ii. *Security Control Console Monitors*

Contractor shall provide Guards to monitor Security Control Consoles, at 3 Sites, 24 hours per day, 7 days per week. Security Control Consoles contain: the radio base station, CCTV monitors, digital video recorder (DVR) and the employee access control system.

iii. *Field Supervisor*

Contractor shall provide one (1) unarmed Field Supervisor, whose primary responsibility shall be to patrol SFMTA's various facilities and Sites and respond to all dispatch requests by the Security Control Console Supervisor for any alarms. When requested, or when there is an incident that requires such response, the Field Supervisor shall meet San Francisco Police Department (SFPD) and/or SFMTA staff at the location with keys or access cards as required in order to allow them access into the building. The Field Supervisor must remain in contact with the Security Control Console Supervisor while on patrol using a hand held radio to be provided by SFMTA.

iv. *Mobile Patrol Unit Supervisor*

Contractor shall provide a Mobile Patrol Unit Supervisor who shall supervise Graffiti Mobile Patrol Unit personnel and perform all of the duties of the Mobile Patrol Unit Personnel described below. The Mobile Patrol Unit Supervisor shall also be responsible for ensure that police reports are filed for all major Graffiti hits, tracking tags and Graffiti hits of SFMTA equipment and property, labeling photographs, for insuring that all photos and reports are sent to the SFPD Graffiti unit, and to ensure that Contractor's anti- Graffiti efforts are coordinated with SFPD.

v. *Mobile Patrol Unit Guard*

Contractor shall provide uniformed and undercover Mobile Patrol Guards to prevent Graffiti and other security related incidents from occurring and to gather evidence to prosecute vandals and other criminals. The locations that must be patrolled by the Mobile Patrol Unit include but are not limited to T-line platforms, the perimeters of all Sites, and any Site that is a bus, trolley or light rail vehicle storage yard. Mobile Patrol Unit Guards may not be used as Relief.

a. **The Mobile Patrol Unit** must patrol the affected SFMTA Property following the report of a Graffiti attack or security incident on any bus, trolleys or light rail vehicle while parked on SFMTA Property. After arriving on site, Mobile Patrol Unit Guards shall inventory vehicles with Graffiti, interview SFMTA employee(s) who reported or saw the incident, get a track sheet indicating where the coaches marred by Graffiti are located in the yard, and take digital photographs of the individual Graffiti "tags". The Guard will advise the Senior Console Supervisor to contact SFMTA Central Control with a request for SFPD to respond to the Site to issue a police report. The Guard shall remain on-site to assist SFPD. The Incident Report will include an SFPD case number along with photographs and a track sheet.

v.i. *General Patrol / Access Control Officer*

also known as "Security Officer"

D. Supervisor Duties

i. Each Supervisor of an upcoming shift shall, prior to shift change, determine the readiness of Guards preparing to be posted and ensure adequate number of properly uniformed and equipped Guards are available for the shift.

ii. Each Supervisor shall communicate any changes in post assignments or procedures, any special instructions, announcements, or any other pertinent information that may affect security operations.

iii. On-duty Supervisors shall be available at all times during their shift to receive and implement orders or special instructions from the SFMTA concerning matters which affect the operation and security of assigned areas.

iv. Supervisors shall instruct Guards as to their daily duties at the beginning of each shift. Guard duties shall not interfere with the operations of the SFMTA.

v. Other than Mobile Patrol Unit Supervisor, no on-duty Supervisor may perform the duties of a Guard on patrol or Relief except in emergencies or to provide break coverage. During emergencies, the Supervisor may staff a post for a period not to exceed two (2) hours in any consecutive eight (8)-hour period, unless this requirement is waived by the SFMTA. An Emergency Report shall be submitted to SFMTA by the Supervisor no later than the next business day after the emergency.

E. Contract Security Administrative Support

Contractor shall provide all necessary administrative support to manage Contractor's employees; to prepare reports, compile statistics and provide information as requested by the SFMTA. Contractor shall provide one (1) administrative employee, one (1) Operations Coordinator, one (1) Security Courier, and one (1) Badging Clerk to be stationed between the hours of 8 a.m. and 5 p.m., at a location to be determined by the SFMTA; and three (3) full-time Video Data Assistants at One South Van Ness Avenue.

F. As-Needed and Emergency Guard Service

In addition to requested scheduled Services, Contractor shall provide As-Needed Guard Service whenever requested by SFMTA, so long as SFMTA gives at least four (4) hours notice of a request for additional Services. Guards requested under As-Needed Guard Service shall be paid at the regular rate for armed and unarmed Guards.

Contractor may be asked to provide armed or unarmed Guards for Emergency Guard Service. Contractor shall provide an Emergency Guard within 30 minutes of SFMTA request. Contractor may charge an emergency rate for the first four (4) hours of services only. After the first four hours, the rate of pay will revert to regular rates.

G. Account Manager

Contractor shall provide an Account Manager to coordinate Contract Services. The Account Manager shall be responsible for managing the SFMTA account and responding to all SFMTA requests for additional Services or any other SFMTA concerns regarding staffing or security issues. The Account Manager shall report directly to SFMTA's Manager of Fare Inspection and Security.

The Account Manager must be available to participate in security audits and evaluations of SFMTA facilities, practices and procedures. This requirement is a material term of this Contract.

H. Observer Program

Contractor shall provide unarmed plain-clothes Guards as needed and as approved by the SFMTA to act as field observers. The Observer Program was established by court decree to ensure SFMTA's adherence to ADA requirements. The Observer will be assigned to specific SFMTA operators where complaints about non-compliance with ADA requirements have been reported. Observers shall complete a daily written report in a form to be provided by the SFMTA, documenting their observations while riding each vehicle. Although the primary purpose of Observers is to document ADA compliance by SFMTA operators, such Observer report may also include observation of other transit service-related issues, such as fare evasion, customer service problems, or vandalism. The estimated amount of Observer hours that will be required during the term of the Contract is 1,560 hours annually. No single individual employed as part of the Observer Program may work as an Observer more than 20 hours per week. The Observer shall, at a minimum, document the following observations:

- i. Whether the operator calls out stops and transfer points.
- ii. Whether the operator is courteous and accommodating to patrons with disabilities.
- iii. Whether the wheelchair ramp or the coach is lowered when needed.
- iv. Whether wheelchair patrons are properly secured in the designated wheelchair area when the coach is in motion.
- v. That the designated seats are kept open for patron(s) who are elderly or who have disabilities.
- vi. Whether the bus is operated safely with a minimum amount of jerking motions.
- vii. Whether all service animals are allowed on the vehicle.
- viii. Whether the operator checks to make sure that riders are carrying appropriate fare media or paying the required cash fare.

10. TIMES OF SERVICE

A. Time Records

- i. Time records shall be signed by Guards at the beginning and end of each shift and include a standard description of assignments for each day broken down in actual increments [i.e. - Metro TVM collection - 4 hours, Fare Media delivery – 2 hours, break – 1 hour, etc.]. No other Guard, Supervisor or individual is authorized to sign time records.
- ii. All original time records and payroll records for an employee's time for which the SFMTA is charged shall be maintained within 100 miles of San Francisco and shall be retrievable within 24 hours of SFMTA request.
- iii. Contractor shall maintain electronic records of actual daily Guard assignments and functions in a standard and reportable manner
- iv. Contractor shall make all time records and payroll records available for inspection, copying or audit for the entire term of the Agreement and maintain all time records and payroll records in its original form for at least three two years after the term of the Agreement. This section shall survive termination or expiration of the Agreement.
- v. Time records shall be signed at the end of each shift by the shift Supervisor certifying the accuracy of the time record for that Guard.
- vi. Time records for all Guards shall be maintained at the Security Office at One South Van Ness Avenue location until after at least the end of three calendar years.
- vii. No Guard or Supervisor shall be required to report for duty earlier than described in such person's shift. If a Guard or Supervisor is obligated to report for duty or punch in prior to shift change in order to determine readiness or any other function, such person's time shall be billable to SFMTA as the rates described in Attachment B.
- viii. Break coverage shall be billable at the rates for the Guard being relieved.

The Contractor must provide the assignment of duties and location one week prior to commencement for approval by the Manager of Fare Inspection and Security. Contractor must also describe how arrangements will be made for rotating

coverage during breaks for Guards stations at revenue locations, and must show assignment rotation a minimum of once a month for Revenue related activities.

B. Hours of Service

(a) Shift Schedule

The Contractor shall provide Guards to fill all shifts listed in **Exhibit A**. SFMTA reserves the right to change the times or locations of the shifts listed in Exhibit A. Contractor agrees that the Services to be performed by it herein, including the locations and areas where Services are to be performed, the hours for which such Services are to be maintained, and the number of trained, equipped and qualified Guards to be furnished by the Contractor hereunder shall be subject to the approval of the SFMTA. Contractor agrees that the scheduled work hours and days of Services may be changed at any time, without any penalty to the SFMTA, provided the SFMTA gives ten (10) business days notice of any changes to Exhibit A, except in emergencies.

(b) Limitation on Overtime

No Guard shall work more than twelve (12) hours on one or more Sites, for other clients of Contractor or for or any other job in any twenty-four (24) hour period unless the work periods are separated by an eight (8) hour non-duty period. This limitation shall not apply where Contractor demonstrates in writing within one (1) business day after the event, any condition that prevented Contractor's compliance with this requirement. All requests for an exception to this requirement must receive prior written approval from the SFMTA. The Contractor shall obtain a written confirmation of the waiver of this requirement from the SFMTA for each occurrence.

I. Holidays

Contractor shall provide Services on the following official City holidays:

- i. New Years Day
- ii. Martin Luther King's Birthday
- iii. President's Day
- iv. Memorial Day
- v. Independence Day
- vi. Labor Day
- vii. Columbus Day
- viii. Veterans Day
- ix. Thanksgiving Day
- x. Day after Thanksgiving
- xi. Christmas
- xii. Any additional official City holidays during the term of the Agreement

J. Special Events

The Contractor shall provide additional Services for miscellaneous special events that require armed or unarmed Guard coverage. SFMTA will provide at least five (5) business

days notice of the number of Guards needed for a Special Event. These events include but are not limited to:

- i. Bay to Breakers (armed)
- ii. Halloween (armed and unarmed)
- iii. New Years Eve (armed and unarmed)
- iv. Gay Freedom Day Weekend (armed)
- v. Cable Car Bell Ringing (unarmed)
- vi. San Francisco 49ers Football games (armed)
- vii. San Francisco Giants Baseball games (armed)

11 REPORTS AND MEETINGS

A. Quarterly Meetings

Contractor's Account Manager shall attend quarterly status meetings with SFMTA staff to discuss issues related to the Agreement including, but not limited to, performance, invoice payments, Agreement status, personnel issues, etc. At least one (1) week prior to the quarterly status meeting, the Account Manager shall provide a quarterly status report that summarizes the status of performance of the Agreement with respect to the subject matters listed above and any others that either party requests be included on the agenda for the quarterly status meeting.

B. Reports

i. General Report Requirements

Whenever a written report is required under the Agreement, any such report must be written in legible English. All reports must be submitted in a Microsoft Word or compatible format in the approved template as set forth in Section 3. Any changes to report content or formats requested by SFMTA shall be made at no cost to the SFMTA. All written reports are to be submitted by the beginning of the next business day to:

Joy Houlihan
Deputy Director Security and Enforcement
Safety, Training, Security & Enforcement Division
One South Van Ness Ave, 8th Floor
San Francisco, CA 94103
Telephone: 415-701-5440
Email: joy.houlihan@sfmta.com

ii. Incident Reports

Incident Reports shall be prepared no later than the end of the shift during which an incident occurs by each and every Guard who witnessed or responded to the incident. Included in the incident report is a description of the reported incident and status such as "no incident", "all clear" or "further investigation and follow-up required." The Incident Report shall be submitted to the SFMTA Manager of Enforcement and Security, or a designated representative in the approved template as set forth in Section 3. Incident Reports must be

submitted by Guards whenever there is an event or condition on or adjacent to SFMTA Property involving injury to persons or property, criminal activity, security breaches, departures from required procedures, suspicious activity, unauthorized persons on SFMTA property or any significant confrontations or altercations among or between SFMTA employees, contractors (including Contractor's employees) or members of the public. Original Incident Reports must be submitted to SFMTA each business day for the prior business day's incidents in electronic format as well as by fax. An Incident Report must be filed in any of the following circumstances:

- a) A Guard is required to intervene between any two or more persons, including other Guards, members of the public or SFMTA staff;
- b) A Guard witnesses any crime or suspected crime, including assault;
- c) A Guard witnesses any incident in which there is a potential personal injury, whether or not medical attention is requested or required, or in which loss or damage to public or private property occurs;
- d) A Guard is required to give direction or an order to any person on a Site and they protest or express their unwillingness to comply;
- e) A Guard discovers any unlocked doors or any activated alarms, false or otherwise;
- f) A Guard discovers any evidence of an area being used and/or occupied by vagrants or loiterers.
- g) A Guard observes suspicious or unusual activities, intrusion alarm information, or Graffiti attacks.

iii. Annual Summary Reports

Each year, 90 days before each anniversary date of this Contract, Contractor must furnish a report of the total services ordered under this Contract during the preceding twelve months. The report must be in a format acceptable to SFMTA and must list by department or location the following: (1) all services awarded under this contract; and (2) total quantity and dollar value of each service ordered, including services for which there were no orders. Contractor must also furnish a separate similar report for the total of all services ordered by SFMTA which are not part of this Contract.

iv. Other Required Reports.

a) All malfunctions, vandalism and loss of said equipment stored in the Security Control Console Office must be reported within four (4) hours of the occurrence. The Security Control Console Office contains SFMTA equipment for which Contractor shall be responsible.

b) When a Guard observes suspicious or unusual activities, intrusion alarms, or a Graffiti attack, a report must be telephoned in to SFMTA Central Control within 5 minutes of the occurrence.

c) Upon the Effective Date Contractor shall submit a monthly staffing plan that includes the number of Guards that are delegated to each assignment listed in Exhibit A for the upcoming month. The first staffing plan shall include the first two months of the Contract, and each staffing plan shall be submitted 30 days in advance of the month covered by the staffing plan. Supervisors must report any variances from established staffing plans and schedules that occur within a given shift by location and hour, within one (1) business day of the variance. The staffing plan must include arrangements for rotating coverage during breaks for Guards stationed

at Revenue Sales locations, and must show assignment rotation a minimum of once a month for Revenue related Activities.

d) Daily Security Report (DSR): a log of a Guard's activity during an assigned shift. Items to be filled out include but are not limited to time of patrols and breaks/lunch which is kept on file at the SFMTA Security Office.

e) Armed Guard Daily Report: A log of activity of Armed Guards during a given shift. Log includes arrival and departure time, the name of the SFMTA revenue worker to whom they have been assigned. Log is turned Revenue at the end of each shift.

f) Excel Matrix of Planned/Unplanned Scheduled Events to track the date and time of an event, its location, the number of Guards assigned, hours of service, etc.

R. Exhibit A – Security Hours Chart of Appendix A. The Tables 1, 2, 3 and 4 in the Exhibit A currently read as follows:

EXHIBIT A – Security Hours Chart

TABLE 1

Armed Services Assignments	# of staff needed	Hours/Day	Days/Week	Days/ Month	Hours/ Month	Weeks/Year	Notes	Total Hours/year
Accompany SFMTA staff to collect and distribute passes to vendors	3	7	n/a	4	84	n/a		1,008
Accompany SFMTA staff to collect and distribute RTC passes to vendors	3	7	n/a	4	84	n/a		1,008
Accompany SFMTA staff to deliver passes to Safeway for distribution to participating outlets	1	4	n/a	1	4	n/a		48
AM, Powell/Market Booth: Stand near booth to deter robberies	1	8	7	n/a	n/a	52		2,912
PM, Powell/Market Booth: Stand near booth to deter robberies	1	8	7	n/a	n/a	52		2,912
AM, Hyde/Beach Booth: Stand near booth to deter robberies	1	8	7	n/a	n/a	52		2,912
PM, Hyde/Beach Booth: Stand near booth to deter robberies	1	8	7	n/a	n/a	52		2,912
AM, Bay/Taylor Booth: Stand near booth to deter robberies	1	8	7	n/a	n/a	52		2,912
PM, Bay/Taylor Booth: Stand near booth to deter robberies	1	8	7	n/a	n/a	52		2,912
Line Sales, F-Line: Stand near revenue staff selling tickets in line.	2	9	7	n/a	n/a	14	In operation from Memorial Day to Labor Day 14 weeks)	1,764
Montgomery Street Station Pass sales; regular shifts (year round)	1	7.25	5	n/a	n/a	52		1,885

Armed Services Assignments	# of staff needed	Hours/Day	Days/Week	Days/ Month	Hours/ Month	Weeks/Year	Notes	Total Hours/year
Montgomery Street Station Pass sales; monthly peak-time shifts (1st and 4th wks of each month)	1	7.25	5	n/a	n/a	26		943
MMX, Wkday shift, 1-coll.-rev in subway station; 1 stays w/ rev. vehicle	2	7	5	n/a	n/a	52		3,640
MMX, Weekend shift, 1-coll.-rev in subway station; 1 stays w/ rev. vehicle	2	5	2	n/a	n/a	52		1,040
Change Machines 1-coll.-rev from machine; 1 stays w/ rev. vehicle	2	6	7	n/a	n/a	52		4,368
Autelca machines, 1-coll.-rev from machine; 1 stays w/ rev. vehicle (19th Avenue)	2	2.5	5	n/a	n/a	52		1,300
Subway Collection, weekday, PM 1-collect revenue; 1-stay with vehicle	2	3.5	5	n/a	n/a	52		1,820
Subway Collection, Saturday PM 1-collect revenue; 1-stay with vehicle	2	7	1	n/a	n/a	52		728
Subway Collection, Sunday PM 1-1 collect revenue; 1-stay with vehicle	2	2.5	1	n/a	n/a	52		260
PM CUBIC collection truck from divisions	1	7	6	n/a	n/a	52		2,496
F-Line Streetcar collection	1	8	6	n/a	n/a	52		936
F-line Streetcar collection Saturday	1	8	1	n/a	n/a	52		416
Baseball	2	4.5	n/a	n/a	n/a	n/a	77games/year	693
Special Events	2	10					65 days per year	1,300
TOTAL								43,125

TABLE 2

Unarmed Guard Services Assignments	Site	# of staff needed	Hours/Day weekdays (x 5 days)	Hours/ weekends (x 2 days)	Total hours weekly	Days/ Week	Weeks/ year	Notes	Total Hours/ Year
Back Gate	Geneva	1	8	24	88	n/a	52	wkday shifts are 9p to 5a; weekends run 5a Sat to 5a Monday, unless otherwise indicated.	4,576
Front and Back Gate	Green	1	8	24	88	n/a	52		4,576
23rd Street	Woods	1	8	24	88	n/a	52		4,576
Tubbs	Woods	1	8	24	88	n/a	52		4,576
Front Door	Flynn	1	8	24	88	n/a	52		4,576
Back Gate	Presidio	1	8	24	88	n/a	52		4,576
Front Gate/Building	Presidio	1	8	8	56	n/a	52		2,912
Upper Yard	Potrero	1	8	8	56	n/a	52		2,912
Lower Yard-house	Potrero	1	8	24	88	n/a	52		4,576
Secondary Gate	Kirkland	1	8	8	56	n/a	52		2,912
Primary Gate	Kirkland	1	8	24	88	n/a	52	Hours: 6p to 6a	4,576
Museum/Barn	Cable Car	1	8	8	56	n/a	52		2,912
Tower Guard-Revenue									
Center-One									
South Van Ness		1	24	7	n/a	n/a	52		8,736
Graffiti Patrol	All Sites	4	8	8	224	n/a	52		11,648

Unarmed Guard Services Assignments	Site	# of staff needed	Hours/Day weekdays (x 5 days)	Hours/ weekends (x 2 days)	Total hours weekly	Days/ Week	Weeks/ year	Notes	Total Hours/ Year
General Patrol – Metro East (9/1/08)	6th and King	1	24	n/a	168	7	52		8,736
	6th and King/ swing -grave	1	8	n/a	56	7	52		2,912
General Patrol	Marin	1	24	n/a	168	7	52		8,736
General Patrol	Marin (night)	1	12	n/a	84	7	52		4,368
Customer Services Center – 11 South Van Ness							52- 178 holiday hours	2 Guards total, 1 armed and 1 unarmed	3,984
Special Events		2	8		n/a	n/a	60 days/year		960
TOTAL									98,336

TABLE 3

Supervisor Assignments	# of staff needed	hours/day	Days/Week	Weeks/ year	Total hours/year
Senior Console Supervisor (M-F Days)	1	8	5	52	2,080
Security Console Supervisor (M-F Swing and Grave)	1	16	5	52	4,160
Security Console (weekend)	1	24	2	52	2,496
Armed Supervisor (Shift TBD)	1	24	7	52	8,736
Field Supervisor	1	24	7	52	8,736
Graffiti Supervisor	1	8	5	52	2,080
TOTAL					28,288

TABLE 4

<i>Miscellaneous Assignments</i>	No. Staff	Hours/Day	Days/Week	Weeks/Year	Hours/Year
Video Surveillance Stevenson (Swing and Grave)	1	16	7	52	5,824
Video Surveillance T-line Trailer (hours TBD)	2	26	7	52	18,928
Administrative Support	1	8	5	52 wks (- 88 hours)	1,992
Account Manager	1	8	5	52 wks (-88 hours)	1,992
TOTAL					28,736

These tables have been amended in their entirety to read as follows:

EXHIBIT A – Security Service Hours

Table 1

Armed Services Assignments	# of staff needed	Hour/Day	Days/Week	Days/Month	Hours/Month	Weeks/Year	Notes	Total Hours/year
AM, Powell & Market Kiosk: Protective Detail	1	8	7	30	242.6	52		2,912
PM, Powell & Market Kiosk: Protective Detail	1	8	7	30	242.6	52		2,912
AM, Hyde & Beach Kiosk: Protective Detail	1	8	7	30	242.6	52		2,912
PM, Hyde & Beach Kiosk: Protective Detail	1	8	7	30	242.6	52		2,912
AM, Presidio Kiosk: Protective Detail	1	8	7	30	242.6	52		2,912
PM, Presidio Kiosk: Protective Detail	1	8	7	30	242.6	52		2,912
AM, Portsmouth Square Kiosk: Protective Detail	1	8	N/A	3	24	12		288
Subway Collection, weekday, PM 1- collect revenue; 1-stay with vehicle	2	16	5	n/a	346.6	52		4,160
Subway Collection, Saturday PM 1- collect revenue; 1-stay with vehicle	2	8	1	n/a	34.6	52		416
Subway Collection, Sunday PM 1-1 collect revenue, 1-stay with vehicle	2	8	1	n/a	34.6	52		416
PM CUBIC collection from divisions	1	8	6	n/a	208	52		2,496
AFC – Clipper Protective Detail	2	12	4	n/a	208	52		2,496
SFMTA Payroll Check Escort ¹	1	3	n/a	n/a	n/a	26		78
Lunch break Relief - Weekday	2	6	5	n/a	130	52		1,560
Lunch Break Relief - Saturday	1	8	1	n/a	34.6	52		416
Lunch Break Relief - Sunday	1	8	1	n/a	34.6	52		416
Baseball	2	10	n/a	n/a	n/a	n/a	86 games per year	860
Special Event Coverage	n/a	n/a	n/a	n/a	n/a	n/a		200
TOTAL								31,274

Note: SFMTA Payroll Check Escort¹: estimated at 3 hours per every other week, 26 week per year.

If “# of staff needed” is more than 1, then the “hours/day” reflects the total hours for all the staff.

Amended Exhibit A of Appendix A to the Agreement with Cypress

SFMTA P-550 (5-10)

Table 2

Unarmed Guard Services Assignments	Site	# of staff needed	Hours/Day weekdays (x 5 days)	Hours/ weekends (x 2 days)	Total hours weekly	Days/ Week	Weeks/ year	Notes	Total Hours/ Year
General Patrol	Geneva	1	8	24	88	n/a	52	Weekday shifts are 9pm to 5am; weekends run 5am Saturday to 5am Monday, unless indicated otherwise.	4,576
Front and Back Gate	Green	2	16	48	176	n/a	52		9,152
23rd Street	Woods	1	8	24	88	n/a	52		4,576
Tubbs	Woods	1	8	24	88	n/a	52		4,576
Front Door	Flynn	1	8	24	88	n/a	52		4,576
Back Gate	Presidio	1	8	24	88	n/a	52		4,576
Front Gate/Building	Presidio	2	16	16	112	n/a	52		5,824
Upper Yard	Potrero	1	8	8	56	n/a	52		2,912
Lower Yard- house	Potrero	1	8	24	88	n/a	52		4,576
Secondary Gate	Kirkland	1	8	8	56	n/a	52		2,912
Primary Gate	Kirkland	1	6-22	24-30	116	n/a	52	Weekday Hours vary	6,032
Revenue	1SVN	3	24	24	168	7	52		8,736
Tower Guard	Marin	3	8	24	168	7	52		8,736
General Patrol	11 South Van Ness Ave.	2	16	n/a	80	5	52		4,160
Customer Services Center	Metro East	9	72	72	504	7	52		26,208

Unarmed Guard Services Assignments	Site	# of staff needed	Hours/Day weekdays (x 5 days)	Hours/weekends (x 2 days)	Total hours weekly	Days/Week	Weeks/year	Notes	Total Hours/Year
Video Surveillance Console	Metro East	6	48	48	336	7	52		17,472
Special Events ¹		10	n/a	n/a	n/a	n/a	n/a		400
Tunnel Mobile Patrol	Various	1	16	16	112	7	52		2,912
SFMTA Pass Distribution ²	Safeway	1	n/a	n/a	n/a	n/a	12		48
SFMTA Pass Distribution ³	Muni	3	n/a	n/a	n/a	n/a	24		504
SFMTA Pass Distribution ⁴	RTC	3	n/a	n/a	n/a	n/a	24		504
TOTAL									123,968

Note: Special Event¹, SFMTA Pass Distribution Safeway², SFMTA Pass Distribution Muni³, SFMTA Pass Distribution RTC⁴ will have variable service hours depending on the needs at the time of service. The Total Hours/Year for each service is an estimated not-to-exceed total annual amount.

If "# of staff needed" is more than 1, then the "hours/day" reflects the total hours for all the staff.

Table 3

Supervisor Assignments	# of staff needed	hours/day	Days/Week	Weeks/ year	Total hours/year
Security Console Supervisor	1	24	5	52	6,240
Security Console (weekend)	1	24	2	52	2,496
Armed Supervisor (M-F)	2	16	5	52	4,160
Field Supervisor	1	24	7	52	8,736
Mobile Patrol Supervisor	1	8	7	52	2,912
TOTAL					24,544

Note: If "# of staff needed" is more than 1, then the "hours/day" reflects the total hours for the total number of staff.

Table 4

Miscellaneous Assignments	No. Staff	Hours/Day	Days/Week	Weeks/Year	Hours/Year
Administrative Support	1	8	5	52	2,080
Account Manager	1	9	5	52	2,340
Operations Coordinator	1	8	5	52	2,080
Security Courier	1	8	5	52	2,080
ADA Observers	2	3	5	52	1,560
Video Data Assistance	3	8	7	52	8,736
Badging Clerk	1	8	5	52	2,080
TOTAL					20,956

Note: If "# of staff needed" is more than 1, then the "hours/day" reflects the total hours for all the staff.

S. Appendix B Calculation of Charges. Appendix B currently reads as follows:

Appendix B Calculation of Charges

Description of Assignment	Estimated Unit (Hourly) Per Year	Straight Time Rate Per Hour	Total Estimated Price
Unarmed Security Guard	98,336	\$21.38	\$2,102,423.68
Armed Security Guard	43,125	\$25.06	\$1,080,712.50
Observed Program Personnel	5,000	\$21.70	\$108,500.00
Cable Car Observer Program Personnel	2,500	\$21.70	\$54,250.00
Unarmed Supervisor Rate	19,552	\$24.61	\$481,174.72
Sr. Unarmed Supervisor	1,992	\$24.94	\$49,680.48
Armed Supervisor Rate	8,736	\$29.15	\$254,654.40
Unarmed Security Guard – Emergency Rate	As Needed	\$32.10	N/A
Armed Security Guard – Emergency Rate	As Needed	\$43.01	N/A
Video Surveillance	24,752	\$26.19	\$604,443.84
Sr. Console Supervisor	1,992	\$26.19	\$52,170.48
Administrative Support	1,992	\$30.60	\$60,995.20
Account Manager	1,992	\$35.67	\$71,054.64
TOTAL COST PER YEAR			\$4,920,019.94

Such Appendix is amended in its entirety to read as follows:

Appendix B Calculation of Charges

Category	Bill Rate (2011)	Total Hours	Cost	Bill Rate (2012)	Total Hours	Cost
Account Manager	\$38.31	781	\$29,920.11	\$39.19	2,340	\$91,704.60
ADA Observers	\$24.34	526	\$12,802.84	\$25.22	1,560	\$39,343.20
Administrative Support	\$33.24	696	\$23,135.04	\$34.14	2,080	\$71,011.20
Armed Security Officers	\$27.70	10,424	\$288,744.80	\$28.58	31,274	\$893,810.92
Armed Supervisors	\$31.79	1,392	\$44,251.68	\$32.67	4,160	\$135,907.20
Console Officers	\$28.83	8,736	\$251,858.88	\$29.71	26,208	\$778,639.68
Courier	\$33.24	696	\$23,135.04	\$34.14	2,080	\$71,011.20
Field Supervisors	\$27.25	2,912	\$79,352.00	\$28.13	8,736	\$245,743.68
Mobile Patrol Unit	\$27.25	1,940	\$52,865.00	\$28.13	5,824	\$163,829.12
Operations Coordinator	\$26.37	696	\$18,353.52	\$27.25	2,080	\$56,680.00
SOC Supervisors	\$28.83	2,912	\$83,952.96	\$29.71	8,736	\$259,546.56
Unarmed Security Officers	\$24.02	31,616	\$759,416.32	\$24.90	94,848	\$2,361,715.20
Video Assistants	\$25.49	2,912	\$74,226.88	\$26.37	8,736	\$230,368.32
Badging Clerk	\$33.24	696	\$23,1235.04	\$34.12	2,080	\$70,969.60
TOTAL		66,935	\$1,765,150.11		200,742	\$5,470,280.48

Category	Bill Rate (2013)	Total Hours	Cost	Bill Rate (2014)	Total Hours	Cost
Account Manager	\$40.07	2,340	\$93,763.80	\$40.95	1,560	\$63,882.00
ADA Observers	\$26.10	1,560	\$40,716.00	\$26.98	1,040	\$28,059.20
Administrative Support	\$35.02	2,080	\$72,841.60	\$35.90	1,386	\$49,757.40
Armed Security Officers	\$29.46	31,274	\$921,332.04	\$30.34	20,849	\$632,558.66
Armed Supervisors	\$33.55	4,160	\$139,568.00	\$34.43	2,774	\$95,508.82
Console Officers	\$30.59	26,208	\$801,702.72	\$31.47	17,472	\$549,843.84
Courier	\$35.02	2,080	\$72,841.60	\$35.90	1,386	\$49,757.40
Field Supervisors	\$29.01	8,736	\$253,431.36	\$29.89	5,824	\$174,079.36
Mobile Patrol Unit	\$29.01	5,824	\$168,954.24	\$29.89	3,882	\$116,032.98
Operations Coordinator	\$28.13	2,080	\$58,510.40	\$29.01	1,386	\$40,207.86

Amended Appendix B to the Agreement with Cypress
SFMTA P-550 (5-10)

Category	Bill Rate (2013)	Total Hours	Cost	Bill Rate (2014)	Total Hours	Cost
SOC Supervisors	\$30.59	8,736	\$267,234.24	\$31.47	5,824	\$183,281.28
Unarmed Security Officers	\$25.78	94,848	\$2,445,181.44	\$26.66	63,232	\$1,685,765.12
Video Assistants	\$27.25	8,736	\$238,056.00	\$28.13	5,824	\$163,829.12
Badging Clerk	\$35.00	2,080	\$72,800.00	\$35.88	1,386	\$49,729.68
TOTAL		200,742	5,646,933.44		133,825	\$3,882,292.72

Total Estimated Cost for Three-Year Contract Extension with 10.7% Contingency

Calendar Year	Hours	Cost
2011	66,935	\$1,765,150
2012	200,742	\$5,470,280
2013	200,742	\$5,646,933
2014	133,835	\$3,882,292
Total	602,244	\$16,764,657
10.7% Contingency		\$1,791,607
Grand Total		\$18,556,264

The billing rate for SFMTA approved overtime service hours is 150% of the regular hourly rate. The overtime cost is part of the 11.5% contingency estimate, except the overtime hours by the Customer Center employees which has been factored in the service hours listed in the above tables.

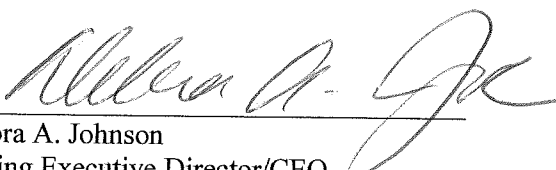
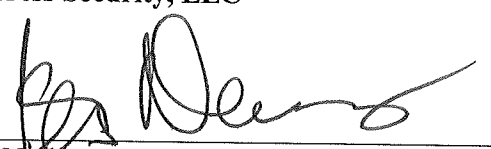
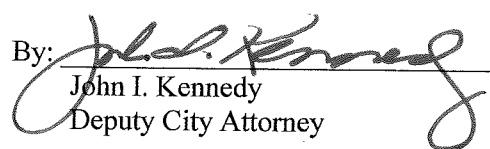
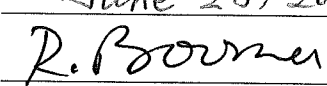
Total amended calculation of charges for the entire six-year contract

The projected actual expenditures for the first three contract years: \$14,343,736
The estimated salary amount for the three extended contract years: \$16,764,657
10.7% Contingency for the three extended contract years: \$1,791,607
Total Contract Not-to-Exceed Amount: \$32,900,000

3. Effective Date. Each of the modifications set forth in Section 2 shall be effective on and after **September 1, 2011**

4. Legal Effect. Except as expressly modified by this Amendment, all of the terms and conditions of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, Contractor and City have executed this Amendment as of the date first referenced above.

CITY	CONTRACTOR
San Francisco Municipal Transportation Agency	Cypress Security, LLC
 Debra A. Johnson Acting Executive Director/CEO	 Kes Narbutas President 452 Tehama Street San Francisco, CA 94103
Approved as to Form: Dennis J. Herrera City Attorney	City vendor number: 46964
By:  John I. Kennedy Deputy City Attorney	
Authorized by: San Francisco Municipal Transportation Agency Board of Directors	
Resolution No: <u>11-095</u>	
Adopted: <u>June 28, 2011</u>	
Attest:  Roberta Boomer, Secretary SFMTA Board of Directors	

FILE NO. 110812

RESOLUTION NO.

333-11

[Contract Amendment - Cypress Security, LLC – Security Services - an Additional
~~\$18,700,000~~ \$17,100,000]

Resolution authorizing the San Francisco Municipal Transportation Agency to amend
an expenditure contract with Cypress Security, LLC, to add an additional \$48.7 million
\$17,000,000 to continue security services for an additional three years.

WHEREAS, Charter Section 9.118 requires the Board of Supervisors to approve
contracts, and amendments to contracts, having anticipated expenditures of ten million dollars
or more or the modification of such a contract having expenditures of more than five hundred
thousand dollars; and,

WHEREAS, In 2008, The Board of Supervisors approved Resolution No. 372-08
authorizing a three-year agreement with Cypress Security, LLC with an option to renew the
contract for up to an additional three years for an amount not to exceed \$15.8 million; and,

WHEREAS, Because the Third Amendment to the contract modifies the original
contract amount by more than \$500,000, it requires approval by the Board of Supervisors
pursuant to Charter section 9.118; and,

WHEREAS, Since the Contractor has been performing the contracted services,
SFMTA management has determined that the services provided so far are satisfactory, in
compliance with the Agreement, and within the allocated costs of the approved contract's
budget; and,

WHEREAS, The SFMTA wishes to exercise its option to add an additional \$18.7 million
to continue security services for an additional three years for a total contract amount not to
exceed ~~\$34.5~~ \$32.9 million; now, therefore, be it

1 RESOLVED, That pursuant to Charter Section 9.118, the San Francisco Board of
2 Supervisors authorizes the SFMTA to amend the Cypress Security, LLC Contract to add an
3 additional ~~\$18.7~~ \$17.1 million to continue security services for an additional three years for a
4 total contract amount not-to-exceed ~~\$34.5~~ \$32.9 million.
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City and County of San Francisco

Tails
Resolution

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

File Number: 110812

Date Passed: August 02, 2011

Resolution authorizing the San Francisco Municipal Transportation Agency to amend an expenditure contract with Cypress Security, LLC, to add an additional \$17,100,000 to continue security services for an additional three years.

July 27, 2011 Budget and Finance Committee - AMENDED, AN AMENDMENT OF THE
WHOLE BEARING NEW TITLE

July 27, 2011 Budget and Finance Committee - RECOMMENDED AS AMENDED

August 02, 2011 Board of Supervisors - ADOPTED

Ayes: 11 - Avalos, Campos, Chiu, Chu, Cohen, Elsbernd, Farrell, Kim, Mar,
Mirkarimi and Wiener

File No. 110812

I hereby certify that the foregoing
Resolution was ADOPTED on 8/2/2011 by
the Board of Supervisors of the City and
County of San Francisco.

Angela Calvillo
Clerk of the Board

Mayor Edwin Lee

8/3/11

Date Approved

MUNICIPAL TRANSPORTATION AGENCY
BOARD OF DIRECTORS
CITY AND COUNTY OF SAN FRANCISCO

RESOLUTION No. 11-095

WHEREAS, The SFMTA collects more than \$230 million in annual revenue from transit fares, citation payments and sales of various fare media and has more than 15 facilities throughout the city, including transit stations, vehicle storage yards and service centers; and,

WHEREAS, The 2008 Request for Proposals issued by the SMFTA for Armed and Unarmed Security Services indicates that the maximum contract period would not exceed more than six years and that the SFMTA would have an option to extend the original three year contract term for a period not to exceed three additional years; and

WHEREAS, The SFMTA conducted a competitive procurement process, and selected Cypress Security, LLC to enter into an agreement to perform armed and unarmed security services for the SFMTA; and

WHEREAS, The original contract is a three-year term from September 1, 2008 to August 31, 2011; and

WHEREAS, The original not-to-exceed contract amount is \$15.8 million; and

WHEREAS, The Board of Supervisors approved Resolution No. 372-08 authorizing a three-year agreement with Cypress Security, LLC with an option to renew the contract for up to an additional three years for an amount not to exceed \$15.8 million; and

WHEREAS, Because the Third Amendment modifies the original contract amount by more than \$500,000, it requires approval by the Board of Supervisors pursuant to Charter section 9.118; and

WHEREAS, The First Amendment was executed on September 1, 2008, to update the hourly rates for certain types of security service; and

WHEREAS, The Second Amendment was executed on June 8, 2010 to modify the Appendix A, Section 8.A (Contractor Responsible for Personnel), and

WHEREAS, The Contractor has been performing the contracted services, SFMTA management has determined the services provided so far is satisfactory and in compliance with the Agreement, and the cost has been within the approved contract budget; and

WHEREAS, The SFMTA wishes to exercise the option to extend the current contract for additional three years with a total contract amount not to exceed \$34.5 million; now, therefore, be it

RESOLVED, That the San Francisco Municipal Transportation Agency Board of Directors recommends that the San Francisco Board of Supervisors approve the Third Amendment to the Armed and Unarmed Security Services Agreement with Cypress Security, LLC for a total contract amount not to exceed \$34.5 million and an additional three-year term to continue to provide security services at SFMTA facilities.

I hereby certify that the foregoing resolution was adopted by the Municipal Transportation Agency Board of Directors at its meeting of JUN 28 2011.

R. Boomer

Secretary, Municipal Transportation Agency Board



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/4/2011

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 MOC Insurance Services License No. 0589960 44 Montgomery St., 17th Fl. San Francisco CA 94104		CONTACT NAME: Tracy Cink PHONE (A/C No. Ex): (415) 957-0600 E-MAIL ADDRESS: tcink@mocins.com PRODUCER CUSTOMER ID#: 00013118													
INSURED Cypress Security, LLC 452 Tehama Street San Francisco CA 94103		INSURER(S) AFFORDING COVERAGE <table border="1"><tr><td>INSURER A: Philadelphia Indemnity Ins. Co.</td><td>NAIC # 18058</td></tr><tr><td>INSURER B: Everest Indemnity Insurance Co.</td><td>10851</td></tr><tr><td>INSURER C:</td><td></td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>		INSURER A: Philadelphia Indemnity Ins. Co.	NAIC # 18058	INSURER B: Everest Indemnity Insurance Co.	10851	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES

CERTIFICATE NUMBER: 11-12 Master

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 SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY					
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		PHPK716014	5/5/2011	5/5/2012	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COM/OP/AGG \$ 5,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC					
A	AUTOMOBILE LIABILITY					
	<input checked="" type="checkbox"/> ANY AUTO		PHPK716014	5/5/2011	5/5/2012	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Underinsured motorist \$ Medical payments \$
	ALL OWNED AUTOS					
	SCHEDULED AUTOS					
A	UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR				
	<input checked="" type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE	PHUB344086	5/5/2011	5/5/2012	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
	DEDUCTIBLE					
	<input checked="" type="checkbox"/> RETENTION \$ 10,000					
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	5300000911101	11/15/2010	11/15/2011	<input checked="" type="checkbox"/> WC STATUS LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Commercial Crime		5290711	5/5/2011	5/5/2012	Employee Dishonesty \$ 100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Certificate holder is named as Additional Insured with respect to the insured's operations per attached endorsement.

CERTIFICATE HOLDER**CANCELLATION**City and County of San Francisco
Municipal Transportation Agency
One South Van Ness Ave
7th Floor
San Francisco, CA 94103

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

Tracy Cink/TCI

ACORD 25 (2009/09)
INS025 (200909)

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POLICY NUMBER:
PHPK716014

COMMERCIAL GENERAL LIABILITY
CG 20 10 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s)
Or Organization(s):

Blanket Additional Insured
As Required by Contract

Location(s) Of Covered Operations

Required by Contract

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

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

In the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.