REQUEST FOR QUALIFICATIONS

ELECTRICAL ENGINEERING SERVICES

FOR THE SAN FRANCISCO HOUSING AUTHORITY

SOLICITATION # 17-050-RFQ-0018

1815 EGBERT AVENUE
SAN FRANCISCO, CA 94124

AUGUST 14, 2017

(Revised August 2, 2017)
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SECTION I – Request for Qualifications

A. Introduction

The Housing Authority of the City and County of San Francisco (Authority) is soliciting Statements of Qualifications from qualified firms to provide as-needed Electrical Engineering services at the Authority's Developments in the City and County of San Francisco, California. The Authority intends to select an Electrical Engineer Consultant(s) (Contractor), based on this Request for Qualifications (RFQ). Multiple contracts may be awarded but cumulative amount will not exceed $100,000.

The Authority and the selected Contractor will execute a two (2) years task order contract when the Authority may extend the one (1) year period, up to three (3) additional year(s).

The Authority shall issue all work under this agreement to the Contractor as a written task order on an as-needed basis. Compensation shall be based on time and material with a not-to-exceed amount specified in each task assignment and with a cumulative contract amount not-to-exceed One Hundred Thousand Dollars ($100,000.00).

This solicitation is subject to the budget and fiscal provisions under which the Authority operates, and the award of a contract will be subject to funding availability.

B. Project Description

The locations included under this contract are listed in Exhibit H

C. Scope of Services

The task order services may include; but is not limited to tasks such as:

Existing Facilities:

1. Provide field and office testing and investigations, evaluations, analysis and reports in writing;

2. Develop recommendations and cost estimates to provide corrective actions to any problems revealed in a particular portion of the work;

3. Prepare comprehensive construction documents for public bidding within an estimated construction cost and in compliance with applicable codes and ordinances;

4. Apply for and obtain building permits; or

5. Prepare comprehensive construction documents for construction work performed by the Authority's crafts people.
New Construction:

6. Provide Programming;

7. Prepare schematic designs, design developments, outline specifications, construction cost estimates;

8. Prepare comprehensive construction documents for public bidding within an estimated construction cost and in compliance with applicable codes and ordinances;

9. Apply for and obtain building permits; or

10. Prepare comprehensive construction documents for construction work.

General

11. Assist with clarifications during the bid process, evaluation of bids received process, contract award and pre-construction phases;

12. Assist the Authority’s staff during the construction phase by providing construction administration support services such as clarifications, review of proposed contract changes, performing periodic site inspections, and conducting a final survey to determine if the work performed was in accordance with the project plans and specifications;

13. Attend meetings as required; and

14. Certain task assignments may require the Contractor to retain sub-Contractors acceptable to the Authority. Certain task assignments may require the Contractor to manage or coordinate with the Authority’s other engineering consultants. Sub-consultants and Authority consultants may include, but are not limited to, services by

   A. Acoustical Engineer
   B. Civil Engineer (including surveying)
   C. Cost Estimator
   D. Soils Engineer
   E. Architect
   F. Structural Engineer
   G. Mechanical Engineer
   H. Landscape Architect

15. Sample task orders to include but are not limited to: Emergency backup Lighting, Emergency Generators, Exterior Security Lighting, Fire Alarm Systems, Computer System Backup Power System, and Building Electrical Repairs.

The Authority reserves the right to audit the records and financial accounts of the Contractor and its sub-contractors.
D. Contract Requirements

1. The Contractor(s) selected for this effort must be fully qualified to perform the services described above and must be a licensed engineer in the State of California. Any sub-consultants must be licensed in the State of California in their discipline.

2. The Contractor(s) shall execute an Agreement with the Authority substantially as in Form HUD-51915, Model Form of Agreement Between Owner and Design Professional, attached as Exhibit D, and its Addendum A, attached as Exhibit E.

3. The Contractor(s) shall comply with the Summary of Affirmative Action Requirements, attached as Exhibit C, for non-construction contracts over $50,000.

4. As the Work is funded with U. S. Department of Housing and Urban Development (HUD) funds, any construction documents generated by the Consultant and/or the Authority must comply with all applicable HUD regulations including form HUD-5370, General Conditions of the Contract for Construction, Exhibit F, and the Supplementary General Conditions to HUD-5370, Exhibit G.

E. Submittal Contents

Statement of Qualifications submittal must be placed in a three-ring binder. Organize the contents in the numbered sequence provided below, using tabs to separate each of the six sections. Submit one(1) original binder and four(4) copies.

1. Complete, sign and date Attachment A - Form HUD-5369-C, Certifications and Representations of Offerors, Non-Construction.

2. Qualifications: Provide the information included in Attachment B - GSA Standard Form SF 330, "Architect - Engineer Qualifications". Do not submit Form FS 330 instruction pages 1 through 8. Please verify current contact information for any listed references: do not list obsolete phone numbers or names.

   Note: It is not necessary to identify sub-consultants in this submittal or in response to this RFQ.

3. Understanding: Provide a detailed description, not exceeding two pages, of the Consultant’s understanding of all tasks described in Paragraph C. Scope of Services, of this Request for Qualifications.

4. Approach: Provide a detailed description, not exceeding two pages, of how the Contractor will approach the job, analyze and solve the problems, and assure that its solutions would be effective.
5. Affirmative Action: – Complete, sign and date Attachment D – Affirmative Action Acknowledgement Form.

   a. Provide a detailed description, not to exceed two pages, of the Contractor’s understanding of the Affirmative Action Requirements and methods by which the Contractor would approach compliance for hiring Authority residents.

6. Certifications – Complete, sign and date Attachment C - Certifications.

   a. Professional License Certification: Include a copy of the Consultant’s active State of California License to perform the required work.

   b. Certificate of Eligibility: Submit a certified statement for non-debarment, suspension, or prohibition from professional practice by any Federal, State, or Local Agency. The statement shall read: "This is to certify that ________ (Firm's Name) involved with this work, is not debarred, suspended, or otherwise prohibited from contracting by any Federal, State, or Local Agency."

   c. Commitment of Priority: Submit a written commitment, as follows, that this work will be top priority with the firm and will be completed in an efficient and prompt manner: "This is to certify that, if selected ________ (Firm Name) will make the work to be performed under this Agreement top priority and will complete the work in an efficient and prompt manner."

F. Evaluation and Selection Process

1. The evaluation process will consist of the following steps:

   a. Written Qualifications: All Statements of Qualifications submitted for consideration will be reviewed and evaluated by an evaluation panel. The Authority may reject any or all submissions. The Authority will contact various references provided in GSA Standard Form SF 330.

   b. Evaluation Criteria - RFQ Evaluation: By using quantitative and qualitative scoring methods, qualifications will be evaluated according to the factors specified below. The maximum number of points (if applicable) that can be awarded by the evaluator, based on a maximum of a 100 point scale, is shown below.

2. Qualifications shall be evaluated on the following factors:

   a. Contractor Qualifications.......................................................... 20 Points
      Evaluation will be based on information in GSA Standard Form SF 330.

   b. Staff Qualifications ................................................................. 20 Points
Quality of staff/team members assigned to the project (as they relate to this specific work) as described in GSA Standard Form SF 330.

c. Understanding of the Project ................................................................. 40 Points
   Contractor’s ability to diagnose and solve problems listed in Paragraph C. Scope of Services and as described in Section 3. Understanding of Paragraph E. Submittal Contents.

d. Approach ........................................................................................................ 15 Points
   Contractor’s ability to manage construction activities listed in Paragraph C. Scope of Services and as described Section 4. Approach of Paragraph E. Submittal Contents.

e. Affirmative Action .......................................................................................... 5 Points
   Contractor’s understanding of the Affirmative Action Requirements and methods by which the Contractor would approach compliance for hiring Authority residents as described in section 5 of the Statement of Qualifications submittal.

Total 100

3. Interviews: The Authority shall evaluate the submittals based on the above evaluation factors and invite the most qualified applicants for an interview. Invited applicants will be required to attend. At the interview, the Authority's evaluation panel will request a verbal presentation of the firm's qualifications for the Authority’s project(s) and will ask questions concerning both. An interview agenda (discussion topics), with general areas and factors similar to those used for evaluating the submissions, will be prepared by the Authority and will be made available to the short-listed contractor at least 48 hours in advance of the scheduled interview.

4. Selection: All applicants invited to participate in the oral interviews will be ranked after the interview process. The Authority will conduct negotiations with the top-rated contractor to reach agreement on a fair and reasonable price to perform the work. If agreement cannot be reached, the Authority will negotiate with the next highest rated firm, and so on until a fair and reasonable price is obtained.

G. Submittal Deadline

One (1) original and four (4) copies of the Statement of Qualifications and is due by 5:00 P.M. on September 7, 2017 to:

San Francisco Housing Authority
1815 Egbert Avenue
San Francisco, CA 94124
Attn: Mr. Solomon Gebala, Chief Procurement Officer

Solicitation 17-050-RFQ-0018
Questions about the solicitation must be submitted in writing to the above address on or before August 31, 2017, and must be emailed to procurement@sfha.org.

H. Protests

1. Protest of Award: Any person or responder who protests the decision to award a Agreement or who has been adversely affected by a decision of intended or actual purchase award may file a written notice of protest with the Contracting Officer for the Authority.

2. Filing the Protest: The person or responder must file the protest in writing within ten (10) calendar days of the date of the letters of award of contract or the notification to unsuccessful responders.

3. Content of Formal Written Notice: The formal written protest must be printed, typewritten, or otherwise duplicated in legible form. The content of the formal written notice of protest must contain:

   a. The name and address of the person or responder filing the protest and an explanation of how their substantial interests have been affected by Authority’s notice of the intended or of actual purchase award;

   b. A statement of how and when the person or responder filing the protest received notice of the bid solicitation or notice of intended or actual award;

   c. A statement of all issues of disputed material facts. If there is none, the protest must so indicate;

   d. A concise statement of the ultimate facts alleged, as well as Authority’s policies which entitle the person or responder filing the protest to relief;

   e. A demand for relief to which the person or responder deems themselves entitled; and

   f. Any other information which the person or responder contends is material.

4. Response to Protest: Upon receipt of a notice of protest which has been timely filed, the solicitation process or award process will be stopped until the protest is resolved. Authority, if it deems necessary, may set forth in writing particular facts and circumstances which require continuance of the solicitation process on an emergency basis without the above mentioned delay in order to avoid immediate and serious danger to health, safety, or welfare. This written determination will specifically detail the facts underlying Authority decision and will constitute final action.

5. Resolution: The Authority may request such other information pertaining to the matter as deemed appropriate. Within ten days of the date of receipt of the written protest, the Authority will notify the person or responder making the protest of its decision.
SECTION II – Attachments to be submitted with Statements of Qualifications

Attachment A  Form HUD-5369-C (8/93), Certifications and Representations of Offerors, Non-Construction Contract.......................................................... 2 Pages

   Download site -

Attachment B  GSA Standard Form SF330 Instructions + Form (8/16)...... 8 Pages and 14 Pages

Attachment C  Certifications........................................................................................................1 Page

Attachment D  Affirmative Action Acknowledgement Form.................................1 Page
FORM HUD-5369-C (8/93)
REPRESENTATIONS OF OFFERORS, NON-CONSTRUCTION CONTRACT
GSA STANDARD FORM SF 330

Download site – https://www.gsa.gov/portal/forms/download/116486
SPONSOR/DEVELOPER/CONTRACTOR AFFIRMATIVE ACTION ACKNOWLEDGEMENT FORM

(Executive Order 11246)

The undersigned acknowledges that the Affirmative Action Requirements are in effect for the multi-family projects indicated below.

The requirements will be incorporated into our plans and specifications, and in all our contracts over $10,000 or open-end contracts expected to exceed $10,000.

We will submit a list of all our Contractors over $10,000 to the Department of Labor within ten (10) working days of the date of award of the contract.

We will also submit copies of the Contractor's and subcontractor's monthly reports to the Department of Labor, to arrive no later than the 5th day of each month.

______________________________  ________________________________
Signature & Title of Sponsor/Developer  Signature & Title of Prime Contractor

FOR______________________________  FOR______________________________

Name of Company

______________________________
Address

______________________________
City, State & Zip Code

______________________________
Name of Company

______________________________
Address

______________________________
City, State & Zip Code

Project Number:

Project Name:

Project Location:

This format meets the requirements of Executive Order 11246, as amended.
CERTIFICATIONS

I. PROFESSIONAL LICENSE CERTIFICATION

Company Name:

License Number and Class:

License Expiration Date:

The above information is being provided under penalty of perjury according to the Laws of the State of California.

(Signature)

(Title)

(Date)

II. CERTIFICATION OF ELIGIBILITY

This is to certify that _______________________________________________________

(Firm's Name)

involved with this work, is not debarred, suspended, or otherwise prohibited from contracting by any Federal, State, or Local Agency.

(Signature)

(Title)

(Date)

III. COMMITMENT OF PRIORITY

This is to certify that, if selected ________________________________________________

(Firm's Name)

will make the work to be performed under this Agreement top priority and will complete the work in an efficient and prompt manner.

(Signature)

(Title)

(Date)
SECTION III – Exhibits for Reference

Exhibit A  Form HUD-5369-B (8/93), Instructions to Offerors, Non-Construction...... 2 Pages
Exhibit B  HUD-5370-C General Conditions- Non Construction Contracts (1/14) ...... 9 Pages
Exhibit C  Summary of Affirmative Action Requirements....................................... 4 Pages
Exhibit D  Form HUD-51915 (1/14), Model Form of Agreement Between Owner and Design Professional................................................................. 12 Pages
Exhibit E  Addendum A to HUD-51915 ................................................................. 4 Pages
Exhibit F  Form HUD-5370 (11/06), General Conditions for the Contract for Construction
            .................................................................................................................. 21 Pages
Exhibit G  Supplemental General Conditions to HUD-5370 ................................. 3 Pages
Exhibit H  Development Addresses......................................................................... 1 Page
EXHIBIT A

FORM HUD-5369-B (8/93)
INSTRUCTIONS TO OFFERS, NON-CONSTRUCTION

EXHIBIT B

GENERAL CONDITIONS FOR NON-CONSTRUCTION CONTRACTS

SAN FRANCISCO HOUSING AUTHORITY
SUMMARY OF AFFIRMATIVE ACTION REQUIREMENTS

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I. EXECUTIVE SUMMARY

A. This document describes the Affirmative Action Requirements for covered construction and construction-related contracts. It references applicable Federal regulations and Housing Authority Resolutions, and provides sources for documents and organizations.

B. Goals and Requirements Highlights:

1. Low-Income Hiring: 30% of all new hires in each construction trade (Section 3).
2. SFHA Resident Hiring: 25% of the total workforce (Resolution No. 4967).
3. MBE/WBE Firms: 20% of the aggregate involvement (Resolution No. 2444).
4. Non-Compliance Penalties: Breach of contract, termination, suspension, debarment, $45.00 per hour for shortfalls in hours worked by residents (Resolution No. 4967).

II. SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968 (12 U.S.C. 1701u)

A. The Housing Authority of the City and County of San Francisco (SFHA) requires compliance with section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u), as amended, and its accompanying regulations in 24 CFR 135 (hereinafter called Section 3).

B. Related Documents:

1. 24 CFR 135.
2. Appendix to 24 CFR Part 135, Examples of Efforts to Offer Training and Employment Opportunities to Section 3 Residents.

(Revised August 2, 2017)
III. SFHA COMMISSION RESOLUTION NO. 4967

A. SFHA Commission Resolution No. 4967 adopted February 22, 2001, increases the Section 3 requirements contained in 24 CFR Part 135 to require that residents of SFHA public housing constitute a minimum of twenty-five percent (25%) of the total workforce (calculated by person-hours).

B. Covered Contracts: Construction contracts over $25,000 and non-construction contracts over $50,000.

C. Compliance: The contractor's good faith efforts will be evaluated by the SFHA Contracting Officer using Appendix to 24 CFR Part 135, Examples of Efforts to Offer Training and Employment Opportunities to Section 3 Residents. Non-compliance can result in penalties of $45.00 per hour for shortfalls in hours worked by residents, breach of contract, or termination, as described in Resolution No. 4967.

D. Related Documents:

2. Appendix to 24 CFR Part 135, Examples of Efforts to Offer Training and Employment Opportunities to Section 3 Residents.

IV. EXECUTIVE ORDER 11246

A. Under Executive Order 11246 of September 24, 1965, as amended, the SFHA requires the inclusion of the “Notice of Requirement for Affirmative Action To Ensure Equal Employment Opportunity” and the “Standard Federal Equal Employment Opportunity Construction Contract Specifications” as a condition of any grant, contract, subcontract, loan, insurance or guarantee involving federally assisted construction in excess of $10,000.

B. Related Documents:

1. 41 CFR Part 60.4.
2. General Conditions of the Contract for Construction, HUD-5370 (1/14), Clause 39.
V. MINORITY-OWNED AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE) OPPORTUNITIES

A. Consistent with Executive Orders 11625, 12138, and 12432, and section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u), as amended, the SFHA shall make efforts to ensure that small businesses, women-owned business enterprises, minority-owned business enterprises, labor surplus area business, and individuals or firms located in or owned in substantial part by persons residing in the area of an SFHA development are used when possible.

B. SFHA Commission Resolution No. 2444 adopted February 25, 1982, established SFHA MBE/WBE requirements: it is the goal of the SFHA to achieve, to the greatest extent possible, a twenty percent (20%) aggregate involvement of MBE/WBE’s in construction contracts and procurement activities, by dollar volume.

C. Related Documents:

VI. EMPLOYER AND EMPLOYEE TAX CREDITS

A. General: There are various tax credits available to both employers and employees through Federal, State and City of San Francisco programs. By hiring through a qualified program, a business may be eligible for thousands of dollars in tax credits as well as On-the-Job Training subsidies for a new employee. Each prospective contractor should consult a competent professional advisor for specific guidance about the tax credits as well as other related tax incentives, deductions or benefits.

B. Private Industry Council (PIC): The Business Services Manager of PIC in San Francisco (415-431-8700) can help fill job openings through referrals of qualified job seekers participating in the PIC Job Training program.

VII. RELATED DOCUMENTS

A. Documents referenced herein are on file at the SFHA Contract and Procurement Division and the SFHA Housing Development Division, 1815 Egbert Avenue, (415-715-3210). Copies will be furnished upon request. The documents are also available at the SFHA website, www.sfha.org.
B. List of Documents:

5. 41 CFR Part 60-4.

(END OF DOCUMENT)
FORM HUD-51915
MODEL FORM OF AGREEMENT
BETWEEN OWNER AND DESIGN PROFESSIONAL

ADDENDUM A TO FORM HUD-51915

Article A: Services

Add:  
Section A. 1.1.1 The Owner shall issue to the Design Professional written Task Assignments on an as-needed basis. Compensation shall be based on time and material with a not-to-exceed amount specified in each Task Assignment. For projects with an identifiable Scope of Work, the Local Authority may solicit and negotiate a competitive fixed fee proposal with the Design Professional.

Change:  
Section A. 1.3 Time of Performance. The Design Professional’s schedule for preparing, delivering and obtaining Owner’s approval for Basic Services shall be established for each Task Assignment. The total time of this Contract shall not exceed two years from the date of the first Notice to Proceed, or the completion of all Task Assignments established during the two years, whichever time is greater.

Article B: Compensation and Payment

Change:  
Section B. 1.1 Fixed Fee for Basic Services. The Owner will pay the Design Professional for Basic Services performed as defined by Section A.1.2, a fee established in the specific Task Assignment, plus Reimbursable Expenses identified in Article B. 2.0 and established in the specific Task Assignment. Such payment shall be compensation for all Basic Services required, performed, or accepted under this Contract. The total compensation under this Contract shall not exceed $200,000.00, including both fees and Reimbursable Expenses.

Add:  
Section B. 1.1.1 Design Professional’s Hourly Billing Rates.  
(TO BE NEGOTIATED)

Change:  
Section B. 2.1 Reimbursable Expenses. The Owner will pay the Design Professional 110% of the cost by invoice for the Reimbursable Expenses listed below, in maximum amounts to be established in each Task Assignment. Reimbursable Expenses are for certain actual expenses incurred by the Design Professional in connection with the Project as enumerated below. Local communications and postage are not Reimbursable Expenses, and reproduction costs are only reimbursable when an outside provider furnishes reproduction services. Computer plotting by the Design Professional’s office equipment is not a Reimbursable Expense.

Add:  
Section B. 2.6 Consultant Costs. The Owner will pay the Design Professional 110% of the cost by invoice for outside consultants retained by the Design Professional, at pre-approved hourly rates established in each Task Assignment.

Change:  
Section D. 1.7 Insurance. The Design Professional shall carry insurance as required by Attachment 1 - Insurance Requirements.

Add:  
Article F: Other Owner Requirements.

Section F. 1.0 Affirmative Action Requirements. The Design Professional shall comply with Attachment 2 – Summary of Affirmative Action Requirements.

Section F. 1.1 Resident Hiring Requirements. The Design Professional shall hire or train residents of the San Francisco Housing Authority (SFHA) as required by SFHA Commission Resolution No. 4967. The total workforce hours under this Contract are considered to be (TO BE NEGOTIATED), and 25% of the workforce hours are established to be at least (TO BE NEGOTIATED) hours over the two-year Time of Performance. The Design Professional is encouraged to cooperate with the Owner’s other consultants to provide more meaningful employment and training.

Section F. 1.2 Resident Hiring Compensation. The Design Professional shall compensate its resident employees at prevailing local wages as described in Section E. 1.16. The Owner will pay the
Design Professional 150% of the resident employee wages for work which is not billed to the Design Professional’s other clients. The Design Professional shall provide a stipend for resident trainees, and the Owner will pay 150% of the resident trainee stipends. All payments for resident hiring and training will be drawn from the $100,000 total compensation, and will be based on Design Professional’s standard monthly invoices.

Section F. 1.3 Resident Hiring Record-Keeping. The Design Professional shall report hours for each employee working under this Contract, as part of its invoice for payment, and in a form agreed by the Owner, to ensure that the total workforce hours and the total resident hiring hours are recorded monthly.
ATTACHMENT 1 - INSURANCE REQUIREMENTS

The Design Professional will maintain in full force and effect during the full term of the Contract the insurance requirements listed below, and in a solvent company or companies that maintain a rating of "B4+" or better and admitted to sell insurance in California through the Department of Insurance. This insurance must be under the usual terms employed by casualty companies in California, naming the Authority (Owner) and its respective members, officers, agents and employees as additional insured. Such insurance shall protect such additional insured and indemnify them against direct or contingent loss or liability for bodily injury, death and and/or property damage arising in any manner from the Design Professional's performance of the Contract with Authority, or the nature of the services provided, or any operations under or connected with the Contract with the Authority.

1. Worker's Compensation Employers' Liability with limits as required by State California (Currently $1,000,000 for each accident).

2. Comprehensive General Liability Insurance with limits not less than $1,000,000 per person for bodily injury and $2 million/$750,000 per occurrence Combined Single Limit Bodily Injury and Property Damage, including Contractual Liability, and Completed Operations coverage. If the Design Professional has a "claims made" policy, then the following additional requirements apply: the policy must provide a "retroactive date" which must be on or before the execution date of the Contract; and the extended reporting period may not be less than five years following the completion of the Contract.

3. Comprehensive Automobile Liability Insurance with limits not less than $1,000,000 each occurrence Combined Single Limit bodily Injury and Property Damage.

4. Professional Liability Insurance with a limit of not less than $1,000,000 each occurrence. If the policy is in claims-made form, the Design Professional agrees to maintain such insurance for three (3) years following the completion of the construction of the project; provided that if such insurance is not available on commercially reasonable terms (i.e., the premiums for the same coverage has increased at least by 200%) during such three year period, the Design Professional may self-insure.

Comprehensive General Liability and Comprehensive Automotive Liability Insurance policies shall be endorsed to provide the following:

1. Name as ADDITIONAL INSURED the San Francisco Housing Authority, its Officers, and Members of Commission, Agents and Employees.

2. That such policies are primary insurance to any other insurance available to the Additional Insured, with respect to any claims arising out of this Agreement, and that the insurance applies separately to each insured against who claim is made or suit is brought, but the inclusion of more than one insured shall not increase the insurer's limits of liability.
3. All policies shall be endorsed to provide thirty (30) days advance written notice to the Authority of cancellation, non-renewal or reduction in coverage, mailed to the following address:

San Francisco Housing Authority  
1815 Egbert Avenue  
San Francisco, CA 9412  
Attention: Contract/Procurement Division

4. Certificates of Insurance, in form and with insurers satisfactory to the Authority, evidencing all coverage above, shall be furnished to the Authority prior to award and before commencing any operations under this contract, with complete copies of policies to be furnished promptly upon the written request of the Authority, at the above address:

5. Any coverage which the Design Professional proposes to self-insure, or any intention to operate vehicles other than automobiles (i.e. boats, aircraft, etc.) shall require prior Authority approval of the appropriate insurance to be agreed upon.

Approval of the insurance by the Authority shall not relieve or decrease the liability of the Design Professional. The contract shall terminate immediately, without notice to the Design Professional, upon any lapse of required insurance coverage. The Design Professional shall be advised that should the Design Professional through its negligence fail to meet the professional standards of care and performance of its services that result in additional costs to the Authority, it will be the intention of the Authority to recoup these costs from the Design Professional.

(END OF ADDENDUM A)
FORM HUD-5370 (1/2014)

GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION

Download site – https://portal.hud.gov/huddoc/5370.docx
The Supplementary General Conditions take precedence over the requirements of the General Conditions. Modify, add to or delete from the provisions of the HUD-5370 (Rev. 1/2014).

1. Clause 12 – Permits and Codes
   Delete paragraph (b) and replace with the following revised paragraph (b):

   "(b). The Contractor shall procure and pay for all permits and licenses necessary to perform the work defined in these specifications. The Contractor shall pay all fees in conjunction with Certificate renewal. NOTE: The San Francisco Housing Authority is exempted from paying all permit fees outlined in Chapter 3, PERMITS AND INSPECTIONS, of the San Francisco Building Code except for the strong motion instrumentation fee. This fee exemption is passed on to the Contractor when application is made for a San Francisco permit.

2. Clause 25 – Contract Period
   The Contract Period is established in the notice to proceed issued by the Contracting Officer.

3. Clause 33 – Liquidated Damages
   For liquidated damages dollar amount See SECTION 1A - SPECIAL CONDITIONS under paragraph Section 6, Liquidated Damages

4. Clause 36 - Insurance
   Delete paragraph 36(a) through 36(a)(3) and replace with the following:

   “(a). Before commencing work, the Contractor and each subcontractor shall furnish the Housing Authority with certificates of insurance and shall maintain in full force and effect during the entire contract term Commercial and/or Comprehensive General Liability (including owned and not-owned automobile insurance). Insurance in the minimum limits set forth below and in a solvent company or companies that maintain a rating of B+ or better and admitted to sell insurance in California through the Department of Insurance. This insurance must be under the usual terms employed by casualty companies in California, naming the Owner and its respective members, officers, agents and employees as additional insured. Such insurance shall protect such additional insured and indemnify them against direct or contingent loss or liability for bodily injury, death and/or property damage arising in any manner from the Contractor’s performance of this Agreement with the Owner, or the nature of the services provided, or any operations under or connected with this Agreement with the Owner.

   (1) The Contractor will maintain in force, during the full term of the Agreement, insurance as
follows:

(i) Worker’s Compensation Employers’ Liability with limits as required by State of California (currently $1,000,000 for each accident).

(ii) Comprehensive General Liability Insurance with limits not less than $1,000,000 per person for bodily injury and $2 million/$750,000 per occurrence Combined Single Limit Bodily Injury and Property Damage, including Contractual Liability, and Completed Operations coverage. If the Contractor has a "claim-made" policy, then the following additional requirements apply: the policy must provide a "retroactive date" which must be on or before the execution date of the Contract; and the extended reporting period may not be less than five "(5) years following the completion of the Contract.

(iii) Comprehensive Automobile Liability Insurance with limits not less than $1,000,000 each occurrence Combined Single Limit Bodily Injury and Property Damage.

(2) Comprehensive General Liability and Comprehensive Automotive Liability Insurance policies shall be endorsed to provide the following:

(i) Name as ADDITIONAL INSURED the San Francisco Housing Authority, its Officers, Commission Members, Agents, and Employees.

(ii) That such policies are primary insurance to any other insurance available to the Additional Insured, with respect to any claims arising out of this Agreement, and that the insurance applies separately to each insured against whom claim is made or suit is brought, but the inclusion of more than one insured shall not increase the insurer's limits of liability.

(iii) All policies shall be endorsed to provide thirty (30) days advance written notice to the Authority of cancellation, non-renewal or reduction in coverage, mailed to the following address:

San Francisco Housing Authority  
1815 Egbert Avenue, 2nd Floor  
San Francisco, CA 94102  
Attention: Contract/Procurement Division

(iv) Certificates of Insurance, in form and with insurers satisfactory to the Authority, evidencing all coverage above, shall be furnished to the Authority prior to award and before commencing any operations under this Agreement, with complete copies of policies to be furnished promptly upon the written request of the Authority, at the above address.

(v) Any coverage which the Contractor proposes to self-insure, or any intention to operate
vehicles other than automobiles (i.e., boats, aircraft, etc.) shall require prior Authority approval of the appropriate insurance to be agreed upon.

(c) Approval of the insurance by the Authority shall not relieve or decrease the liability of the Contractor hereunder. This Agreement shall terminate immediately, without notice to the Contractor, upon any lapse of required insurance coverage. The Contractor shall be advised that should the Contractor through its negligence fail to meet the professional standards of care and performance of its services that result in additional costs to the Authority, it will be the intention of the Authority to recoup these costs from the Contractor.

(END OF SUPPLEMENTARY GENERAL CONDITIONS)
### EXHIBIT H
#### DEVELOPMENT & BUILDING ADDRESSES

<table>
<thead>
<tr>
<th>CAL#</th>
<th>DEVELOPMENT</th>
<th>GENERAL SITE LOCATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>1-2</td>
<td>Potrero Terrace</td>
<td>Connecticut at 25&lt;sup&gt;th&lt;/sup&gt; Street</td>
</tr>
<tr>
<td>1-3</td>
<td>Sunnydale</td>
<td>Sunnydale &amp; Hahn</td>
</tr>
<tr>
<td>1-10</td>
<td>Potrero Annex</td>
<td>Missouri at 23&lt;sup&gt;rd&lt;/sup&gt; Street</td>
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<tr>
<td>1-18(4)</td>
<td>Alice Griffith</td>
<td>Fitzgerald at Griffith</td>
</tr>
<tr>
<td>1-34</td>
<td>4101 Noriega</td>
<td>Noriega at 48&lt;sup&gt;th&lt;/sup&gt; Avenue</td>
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<td>363 Noe</td>
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<tr>
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<td>200 Randolph</td>
<td>Randolph at Head</td>
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<td>Great Highway at Rivera</td>
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<td>San Jule Apts.</td>
<td>1353 – 1367 Eddy</td>
</tr>
<tr>
<td>None</td>
<td>SFHA Office Building</td>
<td>1815 Egbert Avenue</td>
</tr>
</tbody>
</table>

**EXHIBIT H – DEVELOPMENT ADDRESSES**