



CIVIL SERVICE COMMISSION CITY AND COUNTY OF SAN FRANCISCO

EDWIN M. LEE
MAYOR

SCOTT R. HELDFOND
PRESIDENT

E. DENNIS NORMANDY
VICE PRESIDENT

DOUGLAS S. CHAN
COMMISSIONER

KATE FAVETTI
COMMISSIONER

GINA M. ROCCANOVA
COMMISSIONER

AGENDA Regular Meeting April 7, 2014

2:00 p.m.
ROOM 400, CITY HALL
1 Dr. Carlton B. Goodlett Place

A request to hear an item after 5:00 p.m. should be directed to the Executive Officer as soon as possible following the receipt of notification of an upcoming hearing. Requests may be made by telephone at (415) 252-3247 and confirmed in writing or by fax at (415) 252-3260.

CALL TO ORDER & ROLL CALL

REQUEST TO SPEAK ON ANY MATTER WITHIN THE JURISDICTION OF THE CIVIL SERVICE COMMISSION BUT NOT APPEARING ON TODAY'S AGENDA

APPROVAL OF MINUTES

ANNOUNCEMENTS

HUMAN RESOURCES DIRECTOR'S REPORT

EXECUTIVE OFFICER'S REPORT

RATIFICATION AGENDA

REGULAR AGENDA

SEPARATIONS AGENDA

SPECIAL ORDER OF BUSINESS

CLOSED SESSION

COMMISSIONERS' ANNOUNCEMENTS/REQUESTS

ADJOURNMENT

DAVID C. JOHNSTON
EXECUTIVE OFFICER

NOTICE OF COMMISSION HEARING POLICIES AND PROCEDURES

A. Commission Office

The Civil Service Commission office is located at, 25 Van Ness Avenue, Suite 720, San Francisco, CA 94102. The telephone number is (415) 252-3247. The fax number is (415) 252-3260. The email address is civilservice@sfgov.org and the web address is www.sfgov.org/civil_service/. Office hours are from 8:00 a.m. to 5:00 p.m., Monday through Friday.

B. Policy Requiring Written Reports

It is the policy of the Civil Service Commission that except for appeals filed under Civil Service Commission Rule 111A Position-Based Testing, all items appearing on its agenda be supported by a written report prepared by Commission or departmental staff. All documents referred to in any Agenda Document are posted adjacent to the Agenda, or if more than one (1) page in length, available for public inspection and copying at the Civil Service Commission office. Reports from City and County personnel supporting agenda items are submitted in accordance with the procedures established by the Executive Officer. Reports not submitted according to procedures, in the format and quantity required, and by the deadline, will not be calendared.

C. Policy on Written Submissions by Appellants

All written material submitted by appellants to be considered by the Commission in support of an agenda item shall be submitted to the Commission office, no later than 5:00 p.m. on the fourth (4th) business day preceding the Commission meeting for which the item is calendared (ordinarily, on Tuesday). An original and nine (9) copies on 8 1/2-inch X 11 inch paper, three-hole punched on left margin, and page numbered in the bottom center margin, shall be provided. Written material submitted for the Commission's review becomes part of a public record and shall be open for public inspection.

D. Policy on Materials being Considered by the Commission

Copies of all staff reports and materials being considered by the Civil Service Commission are available for public view 72 hours prior to the Civil Service Commission meeting on the Civil Service Commission's website at www.sfgov.org/Civil_Service, and in its office located at 25 Van Ness Avenue, Suite 720, San Francisco, CA 94102. If any materials related to an item on this agenda have been distributed to the Civil Service Commission after distribution of the agenda packet, those materials will be available for public inspection at the Civil Service Commission's during normal office hours (8:00 a.m. to 5:00 p.m. Monday through Friday).

E. Policy and Procedure for Hearings to be Scheduled after 5:00 p.m. and Requests for Postponement

A request to hear an item after 5:00 p.m. should be directed to the Executive Officer as soon as possible following the receipt of notification of an upcoming hearing. Requests may be made by telephone at (415) 252-3247 and confirmed in writing or by fax at (415) 252-3260.

A request for a postponement (continuance) to delay an item to another meeting may be directed to the Commission Executive Officer by telephone or in writing. Before acting, the Executive Officer may refer certain requests to another City official for recommendation. Telephone requests must be confirmed in writing prior to the meeting. Immediately following the "Announcement of Changes" portion of the agenda at the beginning of the meeting, the Commission will consider a request for a postponement that has been previously denied. Appeals filed under Civil Service Commission Rule 111A Position-Based Testing shall be considered on the date it is calendared for hearing except under extraordinary circumstances and upon mutual agreement between the appellant and the Department of Human Resources.

F. Policy and Procedure on Hearing Items Out of Order

Requests to hear items out of order are to be directed to the Commission President at the beginning of the agenda. The President will rule on each request. Such requests may be granted with mutual agreement among the affected parties.

G. Procedure for Commission Hearings

All Commission hearings on disputed matters shall conform to the following procedures: The Commission reserves the right to question each party during its presentation and, in its discretion, to modify any time allocations and requirements.

If a matter is severed from the *Consent Agenda* or the *Ratification Agenda*, presentation by the opponent will be for a maximum time limit of five (5) minutes and response by the departmental representative for a maximum time limit of five (5) minutes. Requests by the public to sever items from the [*Consent Agenda* or] *Ratification Agenda* must be provided with justification for the record.

For items on the *Regular Agenda*, presentation by the departmental representative for a maximum time of five (5) minutes and response by the opponent for a maximum time limit of five (5) minutes.

Civil Service Commission Meeting Agenda

Regular Meeting of April 7, 2014

For items on the *Separations Agenda*, presentation by the department followed by the employee or employee's representative shall be for a maximum time limit of ten (10) minutes for each party unless extended by the Commission. Each presentation shall conform to the following:

1. Opening summary of case (brief overview);
2. Discussion of evidence;
3. Corroborating witnesses, if necessary; and
4. Closing remarks.

The Commission may allocate five (5) minutes for each side to rebut evidence presented by the other side.

H. Policy on Audio Recording of Commission Meetings

As provided in the San Francisco Sunshine Ordinance, all Commission meetings are audio recorded in digital form. These audio recordings of open sessions are available starting on the day after the Commission meeting on the Civil Service Commission website at www.sfgov.org/civil_service/.

I. Speaking before the Civil Service Commission

Speaker cards are not required. The Commission will take public comment on all items appearing on the agenda at the time the item is heard. The Commission will take public comment on matters not on the Agenda, but within the jurisdiction of the Commission during the "Requests to Speak" portion of the regular meeting. Maximum time will be three (3) minutes. A subsequent comment after the three (3) minute period is limited to one (1) minute. The timer shall be in operation during public comment. Upon any specific request by a Commissioner, time may be extended.

J. Policy on use of Cell Phones, Pagers and Similar Sound-Producing Electronic Devices at and During Public Meetings

The ringing and use of cell phones, pagers and similar sound-producing electronic devices are prohibited at this meeting. Please be advised that the Chair may order the removal from the meeting room of any person(s) responsible for the ringing or use of a cell phone, pager, or other similar sound-producing electronic devices.

Information on Disability Access

The Civil Service Commission normally meets in Room 400 (Fourth Floor) City Hall, 1 Dr. Carlton B. Goodlett Place. However, meetings not held in this room are conducted in the Civic Center area. City Hall is wheelchair accessible. The closest accessible BART station is the Civic Center, located 2 ½ blocks from City Hall. Accessible MUNI lines serving City Hall are 47 Van Ness Avenue, 9 San Bruno and 71 Haight/Noriega, as well as the METRO stations at Van Ness and Market and at Civic Center. For more information about MUNI accessible services, call (415) 923-6142. Accessible curbside parking has been designated at points in the vicinity of City Hall adjacent to Grove Street and Van Ness Avenue.

The following services are available on request 48 hours prior to the meeting; except for Monday meetings, for which the deadline shall be 4:00 p.m. of the last business day of the preceding week. For American Sign Language interpreters or the use of a reader during a meeting, a sound enhancement system, and/or alternative formats of the agenda and minutes, please contact the Commission office to make arrangements for the accommodation. Late requests will be honored, if possible.

Individuals with severe allergies, environmental illness, multiple chemical sensitivity or related disabilities should call our ADA coordinator at (415) 252-3254 or (415) 252-3247 to discuss meeting accessibility. In order to assist the City's efforts to accommodate such people, attendees at public meetings are reminded that other attendees may be sensitive to various chemical based products. Please help the City to accommodate these individuals.

Know your Rights under the Sunshine Ordinance (Chapter 67 of the San Francisco Administrative Code)

Government's duty is to serve the public, reaching its decisions in full view of the public. Commissions, boards, councils, and other agencies of the City and County exist to conduct the people's business. This ordinance assures that deliberations are conducted before the people and that City operations are open to the people's review. For more information on your rights under the Sunshine Ordinance or to report a violation of the ordinance, or to obtain a free copy of the Sunshine Ordinance, contact Victor Young, Administrator of the Sunshine Ordinance Task Force, 1 Dr. Carlton B. Goodlett Place, Room 244, San Francisco, CA 94102-4689 at (415) 554-7724, by fax: (415) 554-7854, by e-mail: soff@sfgov.org, or on the City's website at www.sfgov.org/bdsupvrs/sunshine.

San Francisco Lobbyist Ordinance

Individuals and entities that influence or attempt to influence local legislative or administrative action may be required by the San Francisco Lobbyist Ordinance (San Francisco Campaign and Governmental Conduct Code Section 2.100) to register and report lobbying activity. For more information about the Lobbyist Ordinance, please contact the San Francisco Ethics Commission at 25 Van Ness Ave., Suite 220, San Francisco, CA 94102, telephone (415) 252-3100, fax (415) 252-3112 and web site <http://www.sfgov.org/ethics/>.

City and County of San Francisco
Civil Service Commission

Agenda for Regular Meeting
April 7, 2014
2:00 p.m.

ITEM NO.

(1) CALL TO ORDER AND ROLL CALL

President Scott R. Heldfond
Vice President E. Dennis Normandy
Commissioner Douglas S. Chan
Commissioner Kate Favetti
Commissioner Gina M. Roccanova

(2) REQUEST TO SPEAK ON ANY MATTER WITHIN THE JURISDICTION OF THE CIVIL SERVICE COMMISSION BUT NOT APPEARING ON TODAY'S AGENDA

(3) APPROVAL OF MINUTES - Action Item

Regular Meeting of March 17, 2014

Recommendation: Adopt the minutes.

(4) ANNOUNCEMENTS

Announcement of changes to the agenda.

Other announcements.

(5) HUMAN RESOURCES DIRECTOR'S REPORT

Updates on ongoing business.

Other reports.

(6) EXECUTIVE OFFICER'S REPORT

Progress Report – Salary Setting for the City and County of San Francisco Board of Supervisors for a Five (5) Year Cycle, Effective July 1, 2014 through June 30, 2019, in accordance with Charter Section 2.100. (File No. 0070-14-1) – Action Item

RATIFICATION AGENDA

All matters on the Ratification Agenda are considered by the Civil Service Commission to be non-contested and will be acted upon by a single vote of the Commission. There will be no separate discussion on these items unless a request is made; in which event, the matter shall be removed from the Ratification Agenda and considered as a separate item. Each individual addressing the Commission will be limited to a maximum time limit of five minutes for all items severed from the Ratification Agenda.

**(7) Review of Request for Approval of Proposed Personal Services Contracts.
(File No. 0073-14-8) – Action Item**

PSC#	Department	Amount	Type of Service	Type of Approval	Duration
40505-13/14	AIRPORT COMMISSION	\$300,000	Maintenance of San Francisco International Airport (SFO) four chillers (3,000-ton and 6,000 ton) with in the Central Plant that provides cooling throughout the terminals and boarding areas. The 6,000-ton chiller is one of the largest centrifugal chillers on the West Coast. Explanation for 5 year term: SFO is planning on entering into a new 5 year contract to maintain the chillers in our Central Plant and that is why we are seeking approval for this term.	Regular	6/30/2019
41911-13/14	AIRPORT COMMISSION	\$25,000,000	The work at San Francisco International Airport (SFO) includes a full range of Architectural and Engineering Services for planning, programming, design, engineering, and construction administrative services necessary to develop the functional and conceptual design components for the Terminal 1 Redevelopment Program (T1 Program) Enabling Projects, South Field and Plot 700 Projects. The projects include : 1) temporary Boarding Area Band Passenger Security Screening Check point with all required Airport security and operational systems; 2) utility infrastructure upgrades and relocations; 3) security and special systems improvements; 4) various airport, airline and agency related tenant relocations; 5) airfield infrastructure and taxi lane relocations; 6) South Field facility relocations including the fire house , vehicle screening check point, ground transportation unit (GTU), Plot 700; and 6) demolition and hazardous material abatement.	Regular	12/31/2018
45959-13/14	MUNICIPAL TRANSPORTATION AGENCY	\$3,000,000	The Consultants will provide supplemental architectural and engineering services for extensive analysis, design, bid documents, and project management services necessary for facility restorations and equipment upgrades for 38 parking facilities and ground surface lots. However, the majority of the design and project will be provided by in-house staffing resources from the San Francisco Municipal Transportation Agency (SFMTA) and San Francisco Department of Public Works (DPW).	Regular	5/31/2018
45984-13/14	MUNICIPAL TRANSPORTATION AGENCY	\$490,000	The consultant will prepare the Project Study Report for the Southwest Subway/19 th Avenue Project and advance conceptual engineering that is mandated by Caltrans. This contract work requires unique knowledge of the Caltrans requirements to approve projects on the State of California highways (such as 19 th Avenue). Specialized technical work is needed in several areas, including rail engineering; transportation planning for traffic, pedestrians, bicyclists and public transit; funding strategies; and community involvement.	Regular	4/1/2016
44930-13/14	PUBLIC UTILITIES COMMISSION	\$1,000,000	San Francisco Public Utilities Commission (SFPUC) is developing an electronic bidding system for city contracts which will eventually be available to all City Departments. This contract will bring on SharePoint and K2 expertise and expert developers to develop the SF Bid application. The developers will work with the project team of city employees, and under the direction of SFPUC Project Managers. A transfer of knowledge to City employees is a requirement.	Regular	4/30/2016

Civil Service Commission Meeting Agenda

Regular Meeting of April 7, 2014

4107-10/11	ADULT PROBATION	Current Approved Amount \$100,000 Increase Amount Requested \$30,000 New Total Amount Requested \$130,000	The Court ordered conditions of probation require all probationers to not use all illegal drugs. Drug Testing will enable the Adult Probation Department to better protect public safety by monitoring and enforcing probationer compliance with Court order. Contractor will perform verification.	Modification	6/30/2016
4074-11/12	PORT	Current Approved Amount \$375,000 Increase Amount Requested \$0 New Total Amount Requested \$375,000	The Port original planned to issue this contract in 2012, but due to staff changes and the workload of the America's Cup 34 (AC34) preparations, the contract solicitation was delayed. The Port now intends to move forward with the contract solicitation in the first quarter of 2014 and limit the term of the contract to no more than four (4) years. (Please see prior initial PSC attached)	Modification	12/31/2018

Recommendation: Adopt the report. Approve the request for proposed personal services contracts; notify the Office of the Controller and the Office of Contract Administration.

(8) Review of Request for Approval of Proposed Personal Services Contract Number 42855-13/14. (File No. 0053-14-8) – Action Item

PSC#	Department	Amount	Type of Service	Type of Service	Duration
42855-13/14	CONTROLLER'S OFFICE	\$5,000,000	Perform specialized audit, analytical and technical assistance consulting and training services to maximize the effectiveness of the Controller's Office City Services Auditor function to assess and improve the financial condition and performance of City departments.	Regular	2/28/2019

March 17, 2014: Postponed PSC # 42855-13/14 to April 7, 2014. The department representative failed to appear. (Vote of 3 to 0)

Recommendation: Adopt the report. Approve the request for PSC# 42855-13/14; notify the Office of the Controller and the Office of Contract Administration.

(9) Review of Request for Approval of Proposed Personal Services Contract Number 4030-11/12. (File No. 0053-14-8) – Action Item

PSC#	Department	Amount	Type of Service	Type of Service	Duration
4030-11/12	ENVIRONMENT	Current Approved Amount \$75,000 Increase Amount Requested \$122,000 New Total Amount Requested \$197,000	The contractor will provide the pick-up and disposal of residentially generated, discarded pharmaceuticals collected at designated pharmacies and police stations in San Francisco. Pick-ups must be available on both a regularly scheduled and on-call basis, depending on the collection site's individual needs. The contractor will also provide supplies and equipment as necessary for accomplishing this task.	Modification	6/30/2016

March 17, 2014: Postponed PSC #4030-11/12 to April 7, 2014. The department representative failed to appear. (Vote of 3 to 0)

Recommendation: Adopt the report. Approve the request for PSC# 4030-11/12; notify the Office of the Controller and the Office of Contract Administration.

REGULAR AGENDA

- (10) **Recommendation to Adopt the Proposed Revisions to the Civil Service Commission's 1996 Policy on Exempt Appointments. (File No. 0044-14-5) – Action Item**

March 3, 2014: Adopted the Executive's Officer's report; directed the Executive Officer to post the proposed revisions to the Commission's policy on exempt appointments, and to meet and discuss the proposed revisions with any interested stakeholders. (Vote of 5 to 0)

Recommendation: Adopt the Executive's Officer's report; Adopt the updated policy on exempt appointments as revised, to be effective immediately.

- (11) **Recommendation to Revise Civil Service Rule 414.37.7 (Exempt Appointments Pursuant to Charter Section 8A.104) – Affecting Employees in Managerial Classifications/Positions at the Municipal Transportation Agency. (File No. 0074-14-5) – Action Item**

Recommendation: Adopt the Executive's Officer's report; Direct the Executive Office to post the proposed revisions to Civil Service Rule 414.37.7 for adoption as required under the Charter and Civil Service Rules, and to meet and discuss the proposed revisions with the Municipal Executives' Association and any other interested stakeholders.

SEPARATIONS AGENDA

- (12) **Request for Hearing by Pat Karinen on Behalf of Jim Meisenbach on his Future Employability with the City and County of San Francisco. (File No. 0350-11-7) – Action Item**

Recommendation: Adopt the staff report; Uphold the recommendation of the Port of San Francisco's Executive Director and restrict the future employment of James Meisenbach as follows: Cancel any current examination and eligibility status; No future employment with the Port of San Francisco; No future employment with the City and County of San Francisco.

SPECIAL ORDER OF BUSINESS - 3:00 P.M.

CLOSED SESSION AGENDA

- (13) **Public comment on all matters pertaining to Items #14 through #18.**

- (14) **Vote on whether to hold Item #16 in Closed Session—Action Item.**

Basis for Closed Session: Personnel Exception (Gov. Code § 54957(b)(1), Admin Code § 67.10(b); Peace Officer Confidentiality Statutes (Penal Code §§ 832.5, 832.7, 832.8))

- (15) **Vote on whether to hold Item #17 in Closed Session—Action Item.**

Basis for Closed Session: Personnel Exception (Gov. Code § 54957(b)(1), Admin Code § 67.10(b); Peace Officer Confidentiality Statutes (Penal Code §§ 832.5, 832.7, 832.8))

(16) Closed Session – Appeal by Frank Lee of the Human Resources Director’s Determination of Insufficient Evidence to Sustain His Claim of Retaliation and Discrimination Based on Race and Ethnicity. (File No. 0334-10-6) – Action Item

April 1, 2013: The Commission voted to go into closed session. (Vote of 4 to 0)
The Commission voted not to disclose any or all discussions held in closed session. (Vote of 4 to 0)

December 2, 2013: The Commission voted to reschedule Item #14 to January 6, 2014, dependent upon availability of all parties, to allow Commission staff to notify the accused of the scheduled hearing and to confirm their decision not to waive their rights to confidentiality. (Vote of 4 to 0)

(17) Closed Session – Appeal by Frank Lee of the Human Resources Director’s Determination of Insufficient Evidence to Sustain His Claim of Retaliation and Discrimination Based on Race. (File No. 0355-10-6) - Action Item

April 1, 2013: The Commission voted to go into closed session. (Vote of 4 to 0)
The Commission voted not to disclose any or all discussions held in closed session. (Vote of 4 to 0)

December 2, 2013: The Commission voted to reschedule Item #15 to January 6, 2014, dependent upon availability of all parties, to allow Commission staff to notify the accused of the scheduled hearing and to confirm their decision not to waive their rights to confidentiality. (Vote of 4 to 0)

(18) Reconvene in Open Session.

- a) **Vote on whether to elect to disclose any or all discussions held on Item #16 in Closed Session (San Francisco Administrative Code Section 67.12 (a)) – Action Item**
- b) **Vote on whether to elect to disclose any or all discussions held on Item #17 in Closed Session (San Francisco Administrative Code Section 67.12 (a)) – Action Item**

(19) COMMISSIONERS’ ANNOUNCEMENTS/REQUESTS

(20) ADJOURNMENT

CALL TO ORDER
&
ROLL CALL

**REQUESTS TO SPEAK
ON ITEMS WITHIN THE JURISDICTION
OF THE CIVIL SERVICE COMMISSION
BUT NOT ON TODAY'S AGENDA**



CIVIL SERVICE COMMISSION CITY AND COUNTY OF SAN FRANCISCO

EDWIN M. LEE
MAYOR

SCOTT R. HELDFOND
PRESIDENT

E. DENNIS NORMANDY
VICE PRESIDENT

DOUGLAS S. CHAN
COMMISSIONER

KATE FAVETTI
COMMISSIONER

GINA M. ROCCANOVA
COMMISSIONER

MINUTES Regular Meeting March 17, 2014

2:00 p.m.
ROOM 400, CITY HALL
1 Dr. Carlton B. Goodlett Place

CALL TO ORDER

2:00 p.m.

ROLL CALL

President Scott R. Heldfond	Present
Vice President E. Dennis Normandy	Excused (Notified Absence)
Commissioner Douglas S. Chan	Present
Commissioner Kate Favetti	Present
Commissioner Gina M. Rocanova	Present (Not Present for Item #s 1 through 8 and Item # 10)

President Scott R. Heldfond presided.

REQUEST TO SPEAK ON ANY MATTER WITHIN THE JURISDICTION OF THE CIVIL SERVICE COMMISSION BUT NOT APPEARING ON TODAY'S AGENDA (Item No. 2)

None.

APPROVAL OF MINUTES (Item No. 3)

Regular Meeting of March 3, 2014

Action: Adopted the minutes. (Vote of 3 to 0)

ANNOUNCEMENTS (Item No. 4)

None.

THEY DONALD T. SUPPORTS
CALENDAR ITEM 3

HUMAN RESOURCES DIRECTOR'S REPORT (Item No. 5)

None.

EXECUTIVE OFFICER'S REPORT (Item No. 6)

Jennifer Johnston, Executive Officer, reminded individuals that the City is moving to a new web platform system and that, as a result, there have been some delays in the posting of public materials on the Civil Service Commission's website. Ms. Johnston encouraged individuals to contact the Civil Service Commission office for any documents they wish to have in advance.

Ms. Johnston also announced that the Department of Technology is in the second phase of updating and improving the Personal Service Contract Database. This second phase will also include making amendments to the Commission's PSC Form 1 in the next few months, to ensure that PSC submissions are transparent, understandable and thorough.

RATIFICATION AGENDA

**0053-14-8 Review of Request for Approval of Proposed Personal Services Contracts.
(Item No. 7)**

PSC#	Department	Amount	Type of Service	Type of Approval	Duration
48955-13/14	CITY PLANNING	\$2,000,000	This feasibility study represents the first step toward potential implementation of the Railyard and Boulevard project. The study has five components to analyze the potential and effects of: Boulevard I-280 in the area, Reconfiguration/Relocation of the 4th & King railyard, Potential of redevelopment of the 4th & King railyard, Connection and interaction of Downtown Tunnel Extension (DTX - to Transbay Transportation Center - TTC), and Potential to minimize area through the use of loop track at TTC. This Study will develop a neighborhood vision for the area and identify transportation investments to fulfill the neighborhood vision. The Study will include: evaluation of the technical and financial feasibility of a comprehensive transportation project that consolidates/relocates existing rail tracks underground, surfaces an existing elevated freeway, consolidates/relocates a railyard, enhances the area around the Transbay Transit Center, and creates new opportunities for neighborhood connectivity and transit oriented development. Further, the study will look at opportunities to connect and/or consolidate the two planned stations.	Regular	6/30/2018

Civil Service Commission Meeting Minutes

Regular Meeting of March 17, 2014

44212-13/14	DEPARTMENT OF EMERGENCY MANAGEMENT	\$132,000	Xybix Systems, Inc. is a manufacturer and distributor of proprietary workstation furniture for 9-1-1 call centers. Department of Emergency Management (DEM) purchased the existing dispatch furniture under contract in 2008. The contract has expired requiring a new service maintenance contract for the next 5 years for parts and services. The Xybix workstations meet ergonomic functional standards to accommodate a range of Dispatchers from a 5th percentile female to a 95th percentile male. DEM has 42 work stations in use 24 hours a day 7 days a week with over 200 Dispatchers. The equipment requires adjustments and reconfiguration hourly to suit the ergonomic requirements of various staff members assigned to a work station. The demands on the workstations require service repair to lifts, cable tray, and environmental control units connected to the workstations. Under the new contract, Xybix will furnish parts and dispatch factory trained technician when repairs are required. The new contract will extend the life of the equipment an additional 5 years. A RFP will be developed in 2018 to replace all workstations.	Regular	6/30/2019
46840-13/14	AIRPORT COMMISSION	\$1,500,000	As-needed environmental consulting services are required for verification of compliance with environmental laws, regulations, and standards. The as-needed consulting services will assist the Airport to maintain compliance with environmental regulations in support of operations and maintenance functions and Capital Improvement Program (CIP) projects. Services will include: site investigation for contaminant characterization, planning and design of asbestos/lead abatement and demolition of Airport buildings, construction management and technical oversight of environmental remediation, air quality control permitting and monitoring services, and environmental database support services.	Regular	6/1/2019
45705-13/14	AIRPORT COMMISSION	\$450,000	The Airport requires a third party to certify for the Ground Transportation Management System & Taxi Management System (GTMS/TMS) that will provide real time tracking of taxi & ground transportation operators, and interface with other City agencies and other Bay Area airports and public transit agencies. The system will be built on an open source platform and will utilize a Radio Frequency Identification (RFID) device and smart card technology for tracking taxi and ground transportation (GT) operators. The system will have a taxi short monitoring solution that uses 5.9 GHz Dedicated Short Range Communication (DSRC) technology in a manner that is consistent with the latest IEEE 802.11P standard and GTMS that uses ISO 18000 6C Communications technology in a manner that is consistent with the latest ISO standard. SFO requires certification by OmniAir Certification Services (OCS) to confirm that the selected technology solutions meet the SFO requirements/standards mentioned above.	Regular	4/1/2015
42676-13/14	PUBLIC HEALTH	\$3,360,000	Contractor(s) will provide capacity building and reduce disparities in access to mental health services among Filipino, Southeast Asian (Laotian, Cambodian and Vietnamese) and Samoan populations in San Francisco, with priority given to the South of Market, Tenderloin, Bayview and Visitacion Valley communities. The work will include building the capacity of community based organizations, schools, ethnic specific cultural centers and intervention services, outreach and engagement, mental health promotion activities and psycho-social education, behavioral health screening and assessment, referrals and linkage, and short term therapeutic services.	Regular	12/31/2018
46631-13/14	PUBLIC HEALTH	\$1,344,000	Contractor(s) will provide innovative mental health services to low income, socially isolated older adults through a system of care to integrate mental health programs, older systems of care, the community and a network of peer support services so they may work together to identify, reintegrate and engage this hard to reach population. The work emphasizes peer support and the trust found in these relationships as a novel and powerful means of engagement and linking the population to services.	Regular	12/31/2018

48236-13/14	PUBLIC HEALTH	\$840,000	Contractor(s) will provide capacity building, policy and advocacy for adolescents and transitional age youth services (emphasis on treatment of trauma) in San Francisco.	Regular	12/31/2018
42855-13/14	CONTROLLER	\$5,000,000	Perform specialized audit, analytical and technical assistance consulting and training services to maximize the effectiveness of the Controller's Office City Services Auditor function to assess and improve the financial condition and performance of City departments.	Regular	2/28/2019
41256-13/14	AIRPORT COMMISSION	\$250,000	System support for SFO's Automated Vehicle Identification/Ground Transportation Information Systems (AVI/GTIS). Contractor will provide AVI/GTIS system monitoring and telephone support during business hours, bi weekly system maintenance, AVI system preventative maintenance, and software configuration and refinement. The AVI/GTIS system measures ground transportation (GT) and taxi traffic volume that corresponds to the number of trips made for drop-offs and pick-ups at SFO.	Regular	6/30/2016
4030-11/12	ENVIRONMENT	Current Approved Amount \$75,000 Increase Amount Requested \$122,000 New Total Amount Requested \$197,000	The contractor will provide the pick-up and disposal of residentially generated, discarded pharmaceuticals collected at designated pharmacies and police stations in San Francisco. Pick-ups must be available on both a regularly scheduled and on-call basis, depending on the collection site's individual needs. The contractor will also provide supplies and equipment as necessary for accomplishing this task.	Modification	6/30/2016

Speakers:

Lisa Randall and Dina Casado, San Francisco International Airport, spoke on PSC #45705-13/14.
 Jacquie Hale and Marlo Simmons, Department of Public Health, spoke on PSC #42676-13/14 and PSC #48236-13/14.

Action:

- 1) Postponed PSC # 42855-13/14 to April 7, 2014. The department representative failed to appear. (Vote of 3 to 0)
- 2) Postponed PSC #4030-11/12 to April 7, 2014. The department representative failed to appear. (Vote of 3 to 0)
- 3) Approved the request for all remaining PSCs (PSC numbers 48955-13/14, 44212-13/14, 46840-13/14, 45705-13/14, 42676-13/14, 46631-13/14, 48236-13/14 and 41256-13/14.). Adopted the report; notified the Office of the Controller and the Office of Contract Administration. (Vote of 3 to 0)

(8) Review of Request for Approval of Proposed Personal Services Contract Number 4021-10/11. (File No. 0035-14-8) – Action Item

4021-10/11	GENERAL SERVICES AGENCY - CITY ADM	Current Approved Amount \$89,000,000 Increase Amount Requested \$90,000,000 New Total Amount Requested \$179,000,000	The Risk Management Division of the Office of the City Administrator seeks to reestablish a pool of as-needed insurance brokers and to place insurance and provide specialized support and independent analysis (e.g., act as independent insurance advisor, proactively analyze the City's insurance programs and identify risk transfers and risk financing options), risk analysis and Enterprise Risk Management consultant services (e.g., assess risks and propose an enterprise solution to mitigate/measure/improve the City's risk profile), insurance services (e.g., design policies and programs most advantageous to the City for coverage of exposures), and claims support services (e.g., represent the City in policy interpretation and negotiations with carriers) The pool will be utilized by multiple departments including the Airport, SFMTA, SFPUC, and Port. During the six year period, approximately \$83 million will be for insurance premiums and approximately \$7 million for risk management consultant services. Vendors will also train City managers on new international standards for Enterprise Risk Management.	Modification	11/26/2021
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March 3, 2014: No action taken. Personal Service Contract #4021-10/11 was postponed to the meeting of March 17, 2014 at the request of the General Services Agency.

Disclosure: President Heldfond disclosed, in the interest of transparency, that his company is in the general pool of as needed insurance brokers. However, the Commission does not deal with the award of those contracts since that is within the purview of Risk Management, and there is therefore no conflict of interest.

Speakers: None.

Action: Adopted the report. Approved the request for PSC# 4021-10/11; notified the Office of the Controller and the Office of Contract Administration. (Vote of 3 to 0)

CONSENT AGENDA

0055-14-1 San Francisco Municipal Transportation Agency's Conviction History Presentation. (Item No. 9)

Speakers: Derek Kim, San Francisco Municipal Transportation Agency

Action: Accepted the presentation. (Vote of 4 to 0)

0054-14-1 San Francisco Municipal Transportation Agency's Report on 2013 Equal Employment Opportunity Workforce Utilization Analysis. (Item No. 10)

Speakers: None.

Action: Adopted the report. (Vote of 3 to 0)

REGULAR AGENDA

0058-14-8 Proposed Revisions to the Civil Service Commission's Policy on Requests to Extend Approval to Contract Out under Personal Services Contracts. (Item No. 11)

Speaker: Jennifer Johnston, Executive Officer

Action: Adopted the Executive's Officer's report. Established the recommended policies on requests for additional approval to contract out services under approved PSCs, with two amendments:
1) That the word "only" is added to the sentence, "Departments may *only* submit a request for a new PSC...;" and
2) That the word "materially" replaces the word "substantially" in the sentence, "Departments must submit a new PSC for Commission approval any time a department is seeking to include a new or ~~substantially~~ *materially* different services..." (Vote of 4 to 0)

0059-14-5 Proposed Civil Service Commission's Policy on Future Employment Restrictions; and Proposed Amendments to Civil Service Rule Series 022, Request to Remove Department Ban. (Item No. 12)

Speakers: Jennifer Johnston, Executive Officer

Action: Adopted the Executive's Officer's report; directed the Executive Officer to post the proposed policy on future employment restrictions to meet and discuss the proposed policy with any interested stakeholders; and directed the Executive Officer to post the proposed amendments to Civil Service Rule Series 022 for adoption as required under the Charter and Civil Service Rules, and to meet and discuss the proposed revisions with affected labor union(s) and other interested stakeholders.
(Vote of 4 to 0)

0056-14-5 Request from the Municipal Transportation Agency to Adopt a Permanent Civil Service Rule 411A – Position Based Testing Program. (Item No. 13)

Speakers: Jennifer Johnston, Executive Officer
Derek Kim, San Francisco Municipal Transportation Agency

Action: Accepted the Executive Officer's report and granted the Municipal Transportation Agency's request to make permanent Civil Service Rule 411A as recommended, with following additional revisions:
1) that for the first three-year period during which the Department of Human Resources will be reviewing the operation of the Position-Based Testing Program at the Municipal Transportation Agency under Civil Service Rule 411A, the reporting requirement will continue as is (quarterly) and the maximum duration of the eligible list will remain two years; 2) after the three-year review period, following a report from the Department of Human Resources, the Commission will consider making the provisions of Civil Service Rule 411A fully consistent with Civil Service Rule 111A with respect to the reporting requirement and maximum eligible list duration.

Directed the Executive Officer to post the revised Civil Service Rule 411A (as amended) for adoption as required under the Charter and Civil Service Rules, and to meet and discuss the proposed revisions with affected labor union(s) and other interested stakeholders. (Vote 4 to 0)

0195-11-6 Appeal by Karla Gottschalk of the Human Resources Director's Determination That There Was Insufficient Evidence to Support Her Charges of Discrimination. (Item No. 14)

December 17, 2012: Off calendar. The Executive Officer to seek advice from the City Attorney on the time frame for court filings. (Vote of 4 to 0)

Disclosure: Commissioner Chan disclosed that he served as a Commissioner for the Human Rights Commission during the time period of the events that are the subject of Ms. Gottschalk's complaint.

However, Commissioner Chan clarified that he was unaware of any of the facts pertaining to Ms. Gottschalk's case and that he did not believe it would affect his ability to fairly or impartially review the evidence.

Speakers: None.

Action: Adopted the report. Sustained the decision of the Human Resources Director; Denied the appeal by Karla Gottschalk. (Vote of 4 to 0) Note: Ms. Gottschalk failed to appear.

SEPARATIONS AGENDA

0079-11-7 Request for hearing by Bernard Block on his Future Employment Restrictions with the San Francisco Municipal Transportation Agency and City and County of San Francisco. (Item No. 15)

October 17, 2011: No future employment with the Municipal Transportation Agency. (Vote of 3 to 0) Note: Mr. Block failed to appear.

November 7, 2011: Cancelled due to lack of quorum due to illness. (Vote of 3 to 0)

November 21, 2011: Continued to a meeting when the Deputy City Attorney can provide the Commission with further direction as to restrictions the Commission might impose that will insure continued public safety and in the specific instance of Mr. Block, that the Commissioners be as fair as possible in making sure that what is done by way of restrictions are in fact legal. (Vote of 3 to 0)

Speakers: Chris Iborra, San Francisco Municipal Transportation Agency
Clarence Block, Appellant's Representative
Bernard Block, Appellant
Martha Block, Appellant's Sister-in-Law/Member of the Public

Action: Adopted the report. Upheld the Municipal Transportation Agency's decision and denied the appeal of Bernard Block, with the following amendments to the restrictions on Mr. Block's future employment: 1) no future employment with the Municipal Transportation Agency for one year (until March 17, 2015), and subject to Mr. Block submitting to the Director of Transportation proof of two years' satisfactory performance in a driving position with another employer; 2) no future employment with the City and County of San Francisco, subject to Mr. Block submitting to the Human Resources Director proof of two years' satisfactory performance in a driving position with another employer. (Vote of 3 to 1; Commissioner Chan dissented)

CLOSED SESSION AGENDA

Public comment on all matters pertaining to Items #17 through #20. (Item No. 16)

Speakers: None.

Vote on whether to hold Item #18 in Closed Session – Action Item. (Item No. 17)

Basis for Closed Session: Personnel Exception (Gov. Code § 54957(b)(1), Admin Code § 67.10(b))

Speakers: None.

Action: The Commission voted to conduct Item #18 in Closed Session.
(Vote of 4 to 0)

0336-13-4 Closed Session – Appeal by Stephen Albonico of his Background Rejection for a 1054 IS Business Analyst–Principal Position with the San Francisco Police Department. (Item No. 18)

The Closed Session on this matter started at 3:43 p.m. in City Hall Room 400. The following individuals were present for Item #18:

Scott R. Heldfond, President, Civil Service Commission
Kate Favetti, Commissioner, Civil Service Commission
Gina Rocanova, Commissioner, Civil Service Commission
Douglas Chan, Commissioner, Civil Service Commission
Micki Callahan, Human Resources Director
Paul Zarefsky, Deputy City Attorney
Jennifer Johnston, Executive Officer, Civil Service Commission
Sandra Eng, Civil Service Commission
Jennifer Bushman, Civil Service Commission
Sergeant Walter Ware, San Francisco Police Department

Action: Adopted the report; denied the appeal and upheld the background rejection by Stephen Albonico. (Vote of 3 to 1; Commissioner Chan dissented) Note: the appellant failed to appear.

Reconvened in Open Session at 3:58 p.m. (Item No. 19)

Vote on whether to elect to disclose any or all discussions held on Item #18 in Closed Session (San Francisco Administrative Code Section 67.12 (a)) – Action Item (Item No. 20)

Speakers: None.

Action: The Commission voted to disclose its vote on the appeal, but not to disclose its Closed Session discussions on the item. (Vote of 4 to 0)

COMMISSIONERS' ANNOUNCEMENTS/REQUESTS (Item No. 21)

None.

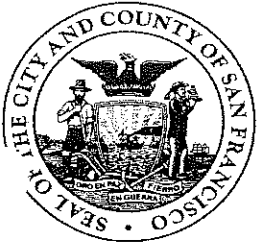
ADJOURNMENT (Item No. 22)

3:59 p.m.

ANNOUNCEMENTS

HUMAN RESOURCES DIRECTOR'S REPORT

EXECUTIVE OFFICER'S REPORT



CIVIL SERVICE COMMISSION CITY AND COUNTY OF SAN FRANCISCO

EDWIN M. LEE
MAYOR

Sent via Electronic Mail

March 27, 2014

NOTICE OF CIVIL SERVICE COMMISSION MEETING

SUBJECT: PROGRESS REPORT: SALARY SETTING FOR THE CITY AND COUNTY OF SAN FRANCISCO BOARD OF SUPERVISORS FOR A FIVE (5) YEAR CYCLE, EFFECTIVE JULY 1, 2014 THROUGH JUNE 30, 2019, IN ACCORDANCE WITH CHARTER SECTION 2.100.

The above matter will be considered by the Civil Service Commission at a meeting to be held on April 7, 2014 at 2:00 p.m. in Room 400, Fourth Floor, City Hall, 1 Dr. Carlton B. Goodlett Place.

This item will appear on the Executive Officer's Report. Please refer to the attached Notice for procedural and other information about Commission hearings. Attendance by you or an authorized representative is welcome.

All non-privileged materials being considered by the Civil Service Commission for this item are available for public inspection and copying at the Civil Service Commission office Monday through Friday from 8:00 a.m. to 5:00 p.m.

CIVIL SERVICE COMMISSION

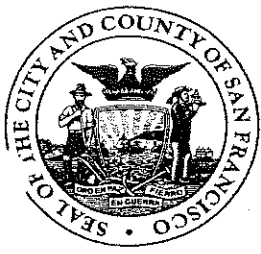
JENNIFER JOHNSTON
Executive Officer

Attachment

cc: Angela Calvillo, Clerk, Board of Supervisors
The Honorable David Chiu, President, Board of Supervisors
The Honorable John Avalos, Member, Board of Supervisors
The Honorable David Campos, Member, Board of Supervisors

THIS DOCUMENT SUPPORTS
E-CALENDAR ITEM 6

The Honorable Katy Tang, Member, Board of Supervisors
The Honorable Malia Cohen, Member, Board of Supervisors
The Honorable London Breed, Member, Board of Supervisors
The Honorable Mark Farrell, Member, Board of Supervisors
The Honorable Jane Kim, Member, Board of Supervisors
The Honorable Eric Mar, Member, Board of Supervisors
The Honorable Norman Yee, Member, Board of Supervisors
The Honorable Scott Wiener, Member, Board of Supervisors
Micki Callahan, Human Resources Director
Steve Ponder, Manager, Compensation Unit, DHR
Ben Rosenfield, Controller
Debra Nebreda, Director, PPSD
Jason Elliott, Mayor's Office
Commission File
Commissioner's Binder
Chron



CIVIL SERVICE COMMISSION CITY AND COUNTY OF SAN FRANCISCO

EDWIN M. LEE
MAYOR

- SCOTT R. HELDFOND
PRESIDENT
- E. DENNIS NORMANDY
VICE PRESIDENT
- DOUGLAS S. CHAN
COMMISSIONER
- KATE FAVETTI
COMMISSIONER
- GINA M. ROCCANOVA
COMMISSIONER

Date: April 7, 2014

To: Civil Service Commission

From: Luz Morganti *Luz Morganti*
Senior Personnel Analyst

Subject: **Progress Report - Salary Setting for the City and County of San Francisco Board of Supervisors for a Five (5) Year Cycle, Effective July 1, 2014 through June 30, 2019, in accordance with Charter Section 2.100**

IFER C. JOHNSTON
EXECUTIVE OFFICER

Background of Salary Setting for Member, Board of Supervisors

Historically, salary setting for the Board of Supervisors was the responsibility of the City and County of San Francisco voters. However, on November 5, 2002, the voters approved an amendment to the Charter making the position of Member, Board of Supervisors full-time and delegated salary setting to the Civil Service Commission.

The Civil Service Commission (Commission) first set the salary for the Board of Supervisors on May 19, 2003 for a one-year cycle beginning July 1, 2003 through June 30, 2004. At the Civil Service Commission meeting of May 17, 2004, the Commission set the salary for the Board of Supervisors at \$90,000 for a five (5) year cycle, effective July 1, 2004 through June 30, 2009. The Commission also acted to increase the salary for each fiscal year effective July 1, 2005 based on the CPI-U reported in January of each year and not to exceed 5%. In addition, the Commission directed that the salary will not decrease in the event the CPI-U falls below zero. (*Attachment A* is a historical chart of salary adjustments and reductions for the last ten (10) fiscal years)

Charter Section 2.100 - Composition and Salary

Charter Section 2.100 (*Attachment B*) directs the Commission to set the salary for the City and County of San Francisco Board of Supervisors. **The Charter requires that the Commission conduct and consider a salary survey of California cities and counties with full-time City Councils and County Supervisors;** transmit its salary determination to the Controller in a timely manner to ensure that funds are set aside and assure implementation; and the Commission may consider the Consumer Price Index (CPI) in its determination.

THIS DOCUMENT SUPPORTS
CALENDAR ITEM 6

Salary Concessions

If the City and County of San Francisco and employee organizations agree to amend the compensation provisions of existing memoranda of understanding to reduce costs, the Commission shall review and amend the Supervisors' salary as necessary to achieve comparable costs savings in the affected fiscal year or years.

Consumer Price Index

Charter Section 2.100 also states that the Commission may consider the Consumer Price Index (CPI) in its determination. The Commission has the discretion to adjust the Board of Supervisor salary based on the CPI-U that is reported in January of each year to account for upward annual movement in the CPI-U during the prior year, setting increases up to a maximum of 5%. In addition, the Commission directed that the salary will not decrease in the event the CPI-U falls below zero.

The CPI for All Urban Consumers (CPI-U) includes wage earners and clerical worker households, groups such as professional, managerial, and technical workers, the self-employed, short term workers, the unemployed, and retirees and others not in the labor force. According to the United States Department of Labor, Bureau of Labor Statistics, the CPI-U is the most widely used measure of inflation. The index is used as a guide in making economic decisions and as a means for adjusting income payments. The Bureau also estimates that over two (2) million workers are covered by collective bargaining agreements which tie wages to the CPI.

When determining cost of living adjustments for Member, Board of Supervisors, the Commission considers the CPI-U for the San Francisco, Oakland and San Jose metropolitan area. The CPI-U change from December 2012 to December 2013 is a 2.6% increase. (*Attachment C*)

Survey Data

California Government

California is divided into fifty eight (58) counties and contains four hundred eighty two (482) cities/municipalities. Of the fifty eight (58) counties, three (3) counties contain no incorporated cities: Alpine, Mariposa and Trinity.

Counties

There are forty nine (49) California counties that have full-time Board of Supervisors.

California counties serve a dual role to its residents in providing a vast array of municipal services and State services. The specific organizational structure of a county in California will vary from county to county. **The state constitution provides for three (3) classes of county government: general law, charter, or consolidated city and county (which must be a charter unit).** Within California, there are forty five (45) General Law counties which elect supervisors by district. The remaining twelve (12) Charter counties have the option of electing the Board of Supervisors at large or by district. Each county has five (5) Board of Supervisor members elected for four (4) year staggered terms, except for the City and County of San Francisco, which has eleven (11) Board of Supervisor Members and a Mayor.

City and County of San Francisco

In the Consolidation Act of 1856, San Francisco was established as a city and county, with coterminous boundaries, by the California State Legislature. Twelve (12) supervisory districts were created at that time. On November 5, 1996, the Charter was amended to provide for eleven (11) supervisory districts. **San Francisco is the only consolidated city-county in California. The government structure of San Francisco is that of a charter city and is constituted of two co-equal branches.** The executive branch is headed by the mayor and includes other citywide elected and appointed officials as well as the civil service. **San Francisco’s government structure is unique in that the mayor is also the county executive and the county Board of Supervisors acts as the city council. The eleven (11) member Board of Supervisors is the legislative branch and is headed by a president and is responsible for passing laws and budgets in addition to voter direct ballot initiatives to pass legislation.**

Cities

As of July 1, 2011 there were a total of four hundred eighty two (482) incorporated cities within the State of California which are governed by general law or charter. **Of the four hundred eight two (482) cities within California, only seven (7) have full-time Council Members.** Three hundred sixty one (361) cities are governed by general law. General law cities are bound by the state’s general law, regardless of whether the subject concerns a municipal affair. Government Code section 36501 authorizes general law cities to be governed by a city council of five members, a city clerk, a city treasurer, a police chief, a fire chief and any subordinate officers or employees as required by law. Whereas a charter city has supreme authority over “municipal affairs” and can provide for any form of government including the “mayor” and “city manager” forms.

Salary Survey of Member, Board of Supervisors & City Council Members

Salary information has been collected for the forty nine (49) counties and seven (7) cities within California that have full-time Member, Board of Supervisors and City Council Members. The data was obtained from County/City websites and/or by direct inquiry with County and/or City Human Resources Department staff, Clerks of the Board of Supervisors, or other county/city administrative staff.

Timeline

At the Commission Regular Meeting of May 19, 2014, a detailed staff report of the survey findings, salary analysis and recommendations to set the base salary for the City and County of San Francisco Member, Board of Supervisors will be presented.

CSC Meeting	Activity
December 16, 2013 ✓	Presentation of preliminary work plan; outline of Civil Service Commission responsibilities.
April 7, 2014	Progress report.
May 19, 2014	Presentation of salary survey findings & recommendation at the Civil Service Commission Regular Meeting; Commissioners make decision & set base salary; forward salary decision/notice of action to the Controller for inclusion in the FY 2014-15 budget.

Recommendation: Accept the Report.

Board of Supervisors History of Salary Adjustments and Reductions

Salary Adjustment & Reduction for Fiscal Year 2009-10

The Commission acted to *reduce 2.45% of the salaries* for Member, Board of Supervisors for Fiscal Year 2009-10. The 2.45% reduction was the weighted average in wage concessions made by employee organizations for FY 2009-10.

Salary Adjustment & Reduction for Fiscal Year 2010-11

Salary increase of 2.6% based on the CPI-U was processed first prior to implementation of reduction of salary. In Fiscal Year 2010-11, employee organizations and the City reached 2-year concession agreements effective July 1, 2010. For Fiscal Year 2010-11, the weighted average was 4.62%; and *salaries were reduced 4.62%*. The Commission acted to *reduce 4.62% of the salaries* for Member, Board of Supervisors for Fiscal Year 2010-11.

Salary Adjustment & Reduction for Fiscal Year 2011-12

Salary increase of 1.5% based on the CPI-U was processed first prior to implementation of reduction of salary. Fiscal Year 2011-12 was the 2nd year of agreed wage concessions. The second year weighted average was 4.16%. The Commission acted to *reduce 4.16% of the salaries* for Member, Board of Supervisors for Fiscal Year 2011-12.

Salary Adjustment for Fiscal Year 2012-13

The Commission acted to increase salaries by 2.9% based on the CPI-U.

Salary Adjustment for Fiscal Year 2013-14

The Commission acted to increase salaries by 2.2% based on the CPI-U.

Fiscal Year	CPI-U Change/Reductions	Annual Salary
July 1, 2004 - June 30, 2005	Set 5-Year Base**	\$90,000
July 1, 2005 - June 30, 2006	1.2% Increase	\$91,080
July 1, 2006 - June 30, 2007	2.0% Increase	\$92,902
July 1, 2007 - June 30, 2008	3.2% Increase	\$95,875
July 1, 2008 - June 30, 2009	3.3% Increase	\$98,660
July 1, 2009 - June 30, 2010	Set 5-Year Base** 0% Increase	<i>base - \$98,660</i>
<i>MOU concessions per Charter*</i>	2.45% Reduction	\$96,243
July 1, 2010 - June 30, 2011	2.6% Increase	\$101,225
<i>MOU concessions per Charter*</i>	4.62% Reduction	\$96,549
July 1, 2011 - June 30, 2012	1.5% Increase	\$102,743
<i>MOU concessions per Charter*</i>	4.16% Reduction	\$98,469
July 1, 2012 - June 30, 2013	2.9% Increase	\$105,723
July 1, 2013 - June 30, 2014	2.2% Increase	\$108,049

City and County of San Francisco Charter

SEC. 2.100. COMPOSITION AND SALARY

The Board of Supervisors shall consist of eleven members elected by district.

The office of Board of Supervisors member is a full time position. The Civil Service Commission shall set the Supervisors' salary once every five years. Before the Commission determines the Supervisors' salary, it shall conduct and consider a salary survey of other full time California City Councils and County Boards of Supervisors and it may consider the Consumer Price Index (CPI).

The Civil Service Commission shall timely transmit its determination of the Supervisors' salary to the Controller, so that funds can be set aside for that purpose. The Controller shall include the Civil Service Commission's determination in appropriate budget documents to insure implementation. This determination may not be changed except by the Civil Service Commission.

The Civil Service Commission shall establish dates for an appropriate five-year cycle for making the determinations required by this Section, in order to efficiently coordinate with City budget processes and related procedures. In order to institute this five-year cycle the initial determination may be for less than a five-year period, as determined by the Civil Service Commission.

If the City and employee organizations agree to amend the compensation provisions of existing memoranda of understanding to reduce costs, the Civil Service Commission shall review and amend the Supervisors' salary as necessary to achieve comparable cost savings in the affected fiscal year or years.

The provisions of this Section shall apply, notwithstanding any other provision of this Charter. (Amended November 1996; June 1998; November 2002)

U.S. DEPARTMENT OF LABOR, BUREAU OF LABOR STATISTICS
 Western Information Office, 90 7th St., Suite 14-100, San Francisco, CA 94103
 Information Staff (415) 625-2270 / Fax (415) 625-2351

SAN FRANCISCO-OAKLAND-SAN JOSE

Consumer Price Index, All Items, 1982-84=100 for All Urban Consumers (CPI-U)

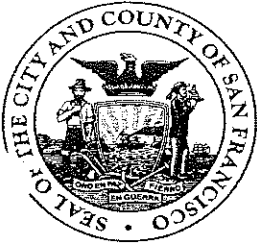
01/15/14

YEAR	SEMIANNUAL												ANNUAL AVERAGE		
	JAN	FEB	MARCH	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC		1ST HALF	2ND HALF
1984	147.5	147.4	148.2	148.0	148.3	148.1	148.9	149.4	149.4	149.4	149.8	149.4	147.9	149.4	148.7
1985	150.3	150.5	151.1	151.5	151.3	151.7	151.5	151.5	152.3	152.6	152.4	152.1	151.1	152.1	151.6
1986	152.8	153.2	152.9	153.8	155.1	155.2	155.9	155.6	156.3	156.9	156.9	156.0	153.9	156.3	155.1
1987	157.0	157.9	159.2	159.6	159.8	160.0	160.6	161.2	161.6	162.5	162.6	162.6	156.9	161.9	160.4
1988		163.2		164.6		165.5		166.6		167.2		167.4	164.2	166.9	165.5
1989		169.4		172.2		171.8		173.5		175.2		174.5	170.8	174.2	172.5
2000		176.5		178.7		178.1		181.7		183.4		184.1	177.7	182.6	180.2
2001		187.9		189.1		190.9		191.0		191.7		190.6	188.7	191.1	189.9
2002		191.3		193.0		193.2		193.5		194.3		193.2	193.3	193.7	193.0
2003		197.7		197.3		196.3		196.3		196.3		195.3	196.8	196.1	196.4
2004		198.1		198.3		199.0		198.7		200.3		199.5	198.2	199.5	198.8
2005		201.2		202.5		201.2		203.0		205.8		203.4	201.5	203.9	202.7
2006		207.1		208.9		209.1		210.7		211.0		210.4	207.9	210.6	209.2
2007		213.688		215.842		216.123		216.240		217.949		218.485	214.736	217.361	216.048
2008		219.612		222.074		225.161		225.411		225.824		218.528	221.730	223.804	222.767
2009		222.169		223.854		225.692		225.801		226.051		224.239	223.305	225.484	224.395
2010		226.145		227.697		228.110		227.954		228.107		227.658	226.994	227.944	227.469
2011		229.981		234.121		233.646		234.608		235.331		234.327	232.082	234.686	233.390
2012		236.860		238.986		239.806		241.170		242.834		239.533	238.089	241.201	239.660
2013		242.677		244.675		245.935		246.072		246.617		245.711	243.894	241.201	245.023

Table of over-the-year percent increases. An entry for Feb. 2006 indicates the percentage increase from Feb. 2005 to Feb. 2006.

1985	1.9	2.1	2.0	2.4	2.0	2.4	1.7	1.4	1.9	2.1	1.7	1.8	2.2	1.8	2.0
1986	1.7	1.8	1.2	1.6	2.5	2.3	2.9	2.7	2.6	2.8	3.0	2.6	1.9	2.8	2.3
1987	2.7	3.1	4.1	3.7	3.0	3.1	3.0	3.5	3.4	3.6	3.6	4.2	3.2	3.6	3.4
1988		3.4		3.1		3.4		3.3		2.9		3.0	3.3	3.1	3.2
1989		3.8		4.6		3.8		4.1		4.8		4.2	4.0	4.4	4.2
2000		4.2		3.8		4.2		4.7		4.7		5.5	4.0	4.8	4.5
2001		6.5		5.8		6.0		5.1		4.5		3.6	6.2	4.7	5.4
2002		1.8		2.1		1.2		1.3		1.4		1.4	1.9	1.4	1.6
2003		3.3		2.2		1.9		1.4		1.0		1.1	2.3	1.2	1.8
2004		0.2		0.5		1.4		1.2		2.0		2.2	0.7	1.7	1.2
2005		1.6		2.1		1.1		2.2		2.8		2.0	1.7	2.2	2.0
2006		2.9		3.2		3.0		3.8		2.5		3.4	3.2	3.3	3.2
2007		3.2		3.3		3.4		2.6		3.3		3.8	3.3	3.2	3.3
2008		2.8		2.8		4.2		4.2		3.6		0.0	3.3	3.0	3.1
2009		1.2		0.8		0.2		0.2		0.1		2.6	0.7	0.8	0.7
2010		1.8		1.7		1.0		1.0		0.9		1.5	1.7	1.1	1.4
2011		1.7		2.8		2.4		2.9		3.2		2.9	2.2	3.0	2.9
2012		3.0		2.1		2.6		2.8		3.2		2.2	2.6	2.8	2.7
2013		2.4		2.4		2.6		2.0		1.5		2.2	2.4	2.8	2.2

2.6



CIVIL SERVICE COMMISSION
CITY AND COUNTY OF SAN FRANCISCO

EDWIN M. LEE
MAYOR

Sent via Electronic Mail

March 27, 2014

NOTICE OF CIVIL SERVICE COMMISSION MEETING

SUBJECT: REVIEW OF REQUEST FOR APPROVAL OF PROPOSED PERSONAL SERVICES CONTRACTS NUMBERS 40505-13/14; 41911-13/14; 45959-13/14; 45984-13/14; 44930-13/14; 4107-10/11 AND 4074-11/12.

The above matter will be considered by the Civil Service Commission at a meeting to be held on April 7, 2014 at 2:00 p.m. in Room 400, Fourth Floor, City Hall, 1 Dr. Carlton B. Goodlett Place.

This item will appear on the Ratification Agenda. Please refer to the attached Notice for procedural and other information about Commission hearings.

Attendance by you or an authorized representative is welcome. Should you or your representative not attend, the Commission will rule on the information previously submitted and testimony provided at its meeting. All calendared items will be heard and resolved at this time unless good reasons are presented for a continuance.

All non-privileged materials being considered by the Civil Service Commission for this item are available for public inspection and copying at the Civil Service Commission office Monday through Friday from 8:00 a.m. to 5:00 p.m.

CIVIL SERVICE COMMISSION

Jennifer Johnston (handwritten signature)

JENNIFER JOHNSTON
Executive Officer

Attachment

- Cc: Cynthia Avakian, Airport Commission
Cynthia Hamada, Municipal Transportation Agency
Lavena Holmes, San Francisco Port Commission
Shamica Jackson, Public Utilities Commission
Diane Lim, Adult Probation
Commission File
Commissioners' Binder
Chron

THIS DOCUMENT SUPPORTS
CALENDAR ITEM 7



Edwin M. Lee
Mayor

Micki Callahan
Human Resources Director

Date: April 7, 2014
 To: The Honorable Civil Service Commission
 Through: Micki Callahan
 Human Resources Director
 From: Cynthia Avakian, AIR
 Cynthia Hamada, MTA
 Shamica Jackson, PUC
 Diane Lim, ADP
 Lavena Holmes, PRT

Subject: Personal Services Contracts Approval Request

This report contain seven (7) personal services contracts (PSCs) in accordance with the revised Civil Service Commission (CSC) procedures for processing PSCs that became effective on July 1, 1996.

The services proposed by these contracts have been reviewed by Department of Human Resources (DHR) staff to evaluate whether the requesting departments have complied with City policy and procedures regarding PSCs. The proposed PSCs have been posted on the DHR website for seven (7) calendar days. CSC procedures for processing PSCs require that any appeal of these contracts be filed in the office of the CSC, Executive Officer during the posting period.

No timely appeals have been filed regarding the PSCs contained in this report. These proposed PSCs are being submitted to the CSC for ratification/approval.

DHR has prepared the following cost summary for personal services contracts that have been processed through the Department of Human Resources to date:

Total of this Report	YTD Expedited Approvals FY 2013-2014	Total for FY 2013-2014
\$29,820,000	\$5,837,078	\$609,227,966

Cynthia Avakian
Airport Commission
Contracts Administration Unit
PO Box 8097
San Francisco, CA 94128
(650) 821-2014

Cynthia Hamada
Municipal Transportation Agency
1 South Van Ness, 6th Flr.
San Francisco, CA 94103
(415) 701-5381

Shamica Jackson
Public Utilities Commission
525 Golden Gate Ave., 8th Flr.
San Francisco, CA 94102
(415) 554-0727

Diane Lim
Adult Probation
880 Bryant Street, Rm. 200
San Francisco, CA 94103
(415) 553-1058

Lavena Holmes
San Francisco Port Commission
Pier 1 The Embarcadero
San Francisco, CA 94111
(415) 274-0305

Table of Contents
PSC Submissions

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4107-10/11	Adult Probation	30
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POSTING FOR

April 7, 2014

PROPOSED PERSONAL SERVICES CONTRACTS – REGULAR**Commission Hearing Date**

2014-04-07

APPLY

PSC No	Dept Designation	PSC Amount	Description of Work	PSC Estimated Start Date	PSC Estimated End Date
40505 - 13/14	AIRPORT COMMISSION	\$300,000.00	Maintenance of San Francisco International Airport (SFO) four chillers (3,000-ton and 6,000 ton) within the Central Plant that provides cooling throughout the terminals and boarding areas. The 6,000-ton chiller is one of the largest centrifugal chillers on the West Coast. Explanation for 5 year term: SFO is planning on entering into a new 5 year contract to maintain the chillers in our Central Plant and that is why we are seeking approval for this term.	July 1, 2014	June 30, 2019
41911 - 13/14	AIRPORT COMMISSION	\$25,000,000.00	The work at San Francisco International Airport (SFO) includes a full range of Architectural and Engineering Services for planning, programming, design, engineering, and construction administrative services necessary to develop the functional and conceptual design components for the Terminal 1 Redevelopment Program (T1 Program) Enabling Projects, South Field and Plot 700 Projects. The projects include: 1) temporary Boarding Area B and Passenger Security Screening Checkpoint with all required Airport security and operational systems; 2) utility infrastructure upgrades and relocations; 3) security and special systems improvements; 4) various airport, airline and agency related tenant relocations; 5) airfield infrastructure and taxiway relocations; 6) South Field facility relocations including the fire house, vehicle screening checkpoint, ground transportation unit (GTU), Plot 700; and 6) demolition and hazardous material abatement.	April 7, 2014	December 31, 2018
45959 - 13/14	MUNICIPAL TRANSPORTATION AGENCY	\$3,000,000.00	The consultants will provide supplemental architectural and engineering services for extensive analysis, design, bid documents, and project management services necessary for facility restorations and equipment upgrades for 38 parking facilities and ground surface lots. However, the majority of the design and project management for the revenue bond funded capital improvement projects will be provided by in-house staffing resources from the San Francisco Municipal Transportation Agency (SFMTA) and San Francisco Department of Public Works (DPW).	June 1, 2014	May 31, 2018
45984 - 13/14	MUNICIPAL TRANSPORTATION AGENCY	\$490,000.00	The consultant will prepare the Project Study Report for the Southwest Subway/19th Avenue Project and advance conceptual engineering that is mandated by Caltrans. This contract work requires unique knowledge of the Caltrans requirements to approve projects on the State of California highways (such as 19th Avenue). Specialized technical work is needed in several areas, including rail engineering; transportation planning for traffic, pedestrians, bicyclists and public transit; funding strategies; and community involvement.	May 1, 2014	April 1, 2016
44930 - 13/14	PUBLIC UTILITIES COMMISSION	\$1,000,000.00	San Francisco Public Utilities Commission (SFPUC) is developing an electronic bidding system for city contracts which will eventually be available to all City Departments. This contract will bring on SharePoint and K2 expertise and expert developers to develop the SFBid application. The developers will work with the project team of city employees, and under the direction of SFPUC Project Managers. A transfer of knowledge to City employees is a requirement.	April 1, 2014	April 30, 2016

TOTAL AMOUNT \$29,790,000

Posting for April 7, 2014
Proposed Personal Services Contract - Regular
Modification to Increase/Decrease Contract Amount/Duration

PSC No	Dept Description	Modified Amount	Cumulative Amount	Description of Work	PSC Estimated	
					Start Date	End Date
4107-10/11	ADULT PROBATION	\$30,000.00	\$130,000.00	The Court ordered conditions of probation require all probationers to not use any illegal drugs. Drug Testing will enable the Adult Probation Department to better protect public safety by monitoring and enforcing probationer compliance with Court orders. Contractor will perform verification.	7/1/2015	6/30/2016
4074-11/12	PORT	\$0.00	\$375,000.00	The Port had originally planned to issue this contract in 2012, but due to staff changes and the workload of the America's Cup 34 (AC34) preparations, the contract solicitation was delayed. The Port now intends to move forward with the contract solicitation in the first quarter of 2014 and limit the term of the contract to no more than four (4) years. (Please see prior initial PSC attached)	1/1/2015	12/31/2018

Total Modified Amount: \$30,000.00

**Regular/Continuing/Annual
Personal Services Contracts**

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: AIRPORT COMMISSION -- AIR Dept. Code: AIR

Type of Request: [X] Initial [] Modification of an existing PSC (PSC # _____)

Type of Approval: [] Expedited [X] Regular [] Omit Posting

Type of Service: Maintenance of the Airport's Chillers

Funding Source: Airport Operating Funds PSC Duration: 5 years
PSC Amount: \$300,000 PSC Est. Start Date: 07/01/2014 PSC Est. End Date: 06/30/2019

1. Description of Work

A. Scope of Work:

Maintenance of San Francisco International Airport (SFO) four chillers (3,000-ton and 6,000 ton) within the Central Plant that provides cooling throughout the terminals and boarding areas. The 6,000-ton chiller is one of the largest centrifugal chillers on the West Coast.

Explanation for 5 year term: SFO is planning on entering into a new 5 year contract to maintain the chillers in our Central Plant and that is why we are seeking approval for this term.

B. Explain why this service is necessary and the consequence of denial:

This service is necessary in order for the Airport's Central Plant to function properly. If denied, SFO's terminals and boarding areas will not be properly cooled.

C. Has this service been provided in the past. If so, how? If the service was provided via a PSC, provide the most recently approved PSC # and upload a copy of the PSC. This service has been provided in the past through a services contract most recently under PSC 4097-06/07.

D. Will the contract(s) be renewed? Yes.

2. Union Notification: On 02/05/2014, the Department notified the following employee organizations of this PSC/RFP request: Stationary Engineers, Local 39,

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 40505 - 13/14

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 04/07/2014

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise:

Ability to maintain a 3,000- and 6,000-ton chiller. This includes testing seals for leaks, measuring the operating efficiency of the equipment and replacing parts of this complex, specialized piece of machinery.

B. Which, if any, civil service class(es) normally perform(s) this work?

7334,

C. Will contractor provide facilities and/or equipment not currently possessed by the City? If yes, explain:

No.

4. Why Classified Civil Service Cannot Perform

A. Explain why civil service classes are not applicable:

SFO's Mechanical Maintenance area support the Central Plant but providing parts and service on these large units are beyond their expertise.

B. Would it be practical to adopt a new civil service class to perform this work? Explain.

No, see answer to 4a above.

5. Additional Information (if "yes", attach explanation)

YES NO

- A. Will the contractor directly supervise City and County employee? YES NO
- B. Will the contractor train City and County employee? YES NO
- C. Are there legal mandates requiring the use of contractual services? YES NO
- D. Are there federal or state grant requirements regarding the use of contractual services? YES NO
- E. Has a board or commission determined that contracting is the most effective way to provide this service? YES NO
- F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? YES NO

THE ABOVE INFORMATION IS SUBMITTED AS COMPLETE AND ACCURATE ON BEHALF OF THE DEPARTMENT HEAD

ON 03/07/2014 BY:

Name: Cynthia Avakian Phone: 650-821-2014 Email: cynthia.avakian@flysfso.com

Address: P. O. Box 8097 San Francisco, CA 94128

Receipt of Union Notification(s)
◆ Local 39

Cynthia Avakian

From: dhr-psccordinator@sfgov.org
Sent: Wednesday, February 05, 2014 11:49 PM
To: Cynthia Avakian; grojo@local39.org; Cynthia Avakian; Richard Isen; DHR-PSCCoordinator
Subject: Receipt of Notice for new PCS over \$100K PSC # 40505 - 13/14

RECEIPT for Union Notification for PSC 40505 - 13/14 more than \$100k

The AIRPORT COMMISSION -- AIR has submitted a request for a Personal Services Contract (PSC) 40505 - 13/14 for \$300,000 for Initial Request services for the period 07/01/2014 -- 06/30/2019. Notification of 30 days (60 days for SEIU) is required.

After logging into the system please select link below, view the information and verify receipt:

<http://apps.sfgov.org/dhrdrupal/node/1359> For union notification, please see the TO: field of the email to verify receipt. If you do not see all the unions you intended to contact, the PSC Coordinator must change the state back to NOT READY, make sure the classes and unions you want to notify are selected and SAVE. Then VIEW the record and verify the list of unions and emails. EDIT the document again , change the state back START UNION NOTIFICATION and SAVE. You should receive the email with all unions to the TO: field as intended

Additional Attachment(s) of Explanation

◇ **Section 1. Description of Work**

- 1C. Has this service been provided in the past. If so, how?
If the service was provided via a PSC, provide the most recently approved PSC # and upload a copy of the PSC.**

PSC # 4097-06/07

PERSONAL SERVICES CONTRACT SUMMARY

DATE: November 15, 2007

DEPARTMENT NAME: AIRPORT COMMISSION

DEPARTMENT NUMBER: 27

TYPE OF APPROVAL: [] EXPEDITED [X] REGULAR (OMIT POSTING [])
[] CONTINUING [] ANNUAL

TYPE OF REQUEST: [] INITIAL REQUEST [X] MODIFICATION (PSC # 4097-06/07)

TYPE OF SERVICE: Overhaul of the Airport's Chillers & Possible As-Needed Repairs

FUNDING SOURCE: Airport Funds

Table with 4 columns: Original/Proposed/PSC Amount, Original/Proposed Mod. Duration, and Total PSC Amount/Duration.

1. DESCRIPTION OF WORK

A. Concise description of proposed work:

Overhaul of two of the Airport's chillers (3,000-ton and 6,000 ton). The 6,000-ton chiller is one of the largest centrifugal chillers on the West Coast. This work should take place once every 10 years.

B. Explain why this service is necessary and the consequences of denial:

After years of planning, the Airport has secured funding to overhaul of two of the four chillers. It is possible that the overhaul may necessitate the replacement or repair of some parts of the chiller. If the work can take place while the weather is still cool, the other two chillers will be able to handle the workload of cooling the terminals and boarding areas.

C. Explain how this service has been provided in the past (if this service was previously approved by the Civil Service Commission, indicate most recent personal services contract approval number):

This service has not been provided in the past through a services contract. The previous overhaul was done under the authority of the Airport's capital Master Plan more than 7 years ago.

D. Will the contract(s) be renewed? No, as this is a one-time project.

2. UNION NOTIFICATION: Copy of this summary is to be sent to employee organizations as appropriate (refer to instructions for specific procedure):

Stationary Engineers Local 39 Union Name Galen W.M. Leung Signature of person mailing/faxing form NOV 15 2007 Date

RFP sent to: Union Name on Date Signature

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC # 4097-06/07 STAFF ANALYSIS/RECOMMENDATION: Approved 12/17/07

CIVIL SERVICE COMMISSION ACTION:



3. DESCRIPTION OF REQUIRED SKILLS/EXPERTISE

A. Specify required skills and/or expertise:

Ability to overhaul a 3,000- and 6,000-ton chiller. This includes testing seals for leaks, measuring the operating efficiency of the equipment and replacing parts of this complex, specialized piece of machinery.

B. Which, if any, civil service class normally performs this work?

7334 Stationary Engineers maintain the chillers at the Airport; however they do not overhaul chillers.

C. Will contractor provide facilities and/or equipment not currently possessed by the City? If yes, explain:

No.

4. WHY CLASSIFIED CIVIL SERVICE CANNOT PERFORM

A. Explain why civil service classes are not applicable:

This is a short-term project (of roughly 6-9 months of work per chiller)

B. Would it be practical to adopt a new civil service class to perform this work? Explain.

No, this is a short-term project.

5. ADDITIONAL INFORMATION (if "yes," attach explanation)

A. Will the contractor directly supervise City and County employees?

Yes	No
<input type="checkbox"/>	<input checked="" type="checkbox"/>

B. Will the contractor train City and County employees?

<input type="checkbox"/>	<input checked="" type="checkbox"/>
--------------------------	-------------------------------------

- Describe the training and indicate approximate number of hours.
- Indicate occupational type of City and County employees to receive training (e.g., clerks, civil engineers, etc.) and approximate numbers to be trained.

C. Are there legal mandates requiring the use of contractual services?

<input type="checkbox"/>	<input checked="" type="checkbox"/>
--------------------------	-------------------------------------

D. Are there federal or state grant requirements regarding the use of contractual services?

<input type="checkbox"/>	<input checked="" type="checkbox"/>
--------------------------	-------------------------------------

E. Has a board or commission determined that contracting is the most effective way to provide this service?

<input type="checkbox"/>	<input checked="" type="checkbox"/>
--------------------------	-------------------------------------

F. Will the proposed work be completed by a contractor that has a current personal services contract with your department?

<input type="checkbox"/>	<input checked="" type="checkbox"/>
--------------------------	-------------------------------------

THE ABOVE INFORMATION IS SUBMITTED AS COMPLETE AND ACCURATE ON BEHALF OF THE DEPARTMENT HEAD:

Signature of Departmental Personal Services Contract Coordinator

Galen W.M. Leung

Print or Type Name

(650) 821-2012

Telephone Number

Airport Commission, Contracts Administration Unit

P.O. Box 8097, San Francisco, CA 94128

Address

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PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: AIRPORT COMMISSION – AIR Dept. Code: AIR

Type of Request: [X] Initial [] Modification of an existing PSC (PSC # _____)

Type of Approval: [] Expedited [X] Regular [] Omit Posting

Type of Service: Design Services for the Terminal 1 Redevelopment Enabling Projects, South Field, & Plot 700

Funding Source: Airport Capital Funds PSC Duration: 4 years 38 weeks

PSC Amount: \$25,000,000 PSC Est. Start Date: 04/07/2014 PSC Est. End Date: 12/31/2018

1. Description of Work

A. Scope of Work:

The work at San Francisco International Airport (SFO) includes a full range of Architectural and Engineering Services for planning, programming, design, engineering, and construction administrative services necessary to develop the functional and conceptual design components for the Terminal 1 Redevelopment Program (T1 Program) Enabling Projects, South Field and Plot 700 Projects. The projects include: 1) temporary Boarding Area B and Passenger Security Screening Checkpoint with all required Airport security and operational systems; 2) utility infrastructure upgrades and relocations; 3) security and special systems improvements; 4) various airport, airline and agency related tenant relocations; 5) airfield infrastructure and taxiway relocations; 6) South Field facility relocations including the fire house, vehicle screening checkpoint, ground transportation unit (GTU), Plot 700; and 6) demolition and hazardous material abatement.

B. Explain why this service is necessary and the consequence of denial:

SFO must replace the existing Terminal 1 and Boarding Area B due to significant infrastructure and gate capacity deficiencies. The enabling projects must be completed to allow for construction of the new facilities. South Field operations will be relocated and existing South Field facilities will be demolished. Timely completion of these projects is necessary in order to accommodate anticipated improvements to the adjacent airfield operations area, specifically the expansion of Terminal 1 and the Runway Safety Area modifications. If the Design services for these projects are denied, the T1 Program cannot proceed and existing facilities may need to close due to unsafe facilities and airlines may cease operations at SFO.

C. Has this service been provided in the past. If so, how? If the service was provided via a PSC, provide the most recently approved PSC # and upload a copy of the PSC. This is a new service.

D. Will the contract(s) be renewed? Yes, if there continues to be a need for such services.

2. Union Notification: On 02/10/2014, the Department notified the following employee organizations of this PSC/RFP request: Professional & Tech Engrs, Local 21,

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 41911 - 13/14

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 04/07/2014



3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise:

Required skills are architectural, engineering, planning, programming, and construction administration skills with direct and current experience related to airport terminals and associated facilities; demolition and hazardous material abatement; utility infrastructure upgrades; security and special systems; redevelopment of interior spaces; airfield and landside site work including taxiways, roadways, parking lots, and checkpoints; and project control skill sets to support projects through programming.

B. Which, if any, civil service class(es) normally perform(s) this work?

5260,5261,5262,5265,5266,5268,

C. Will contractor provide facilities and/or equipment not currently possessed by the City? If yes, explain:

No.

4. Why Classified Civil Service Cannot Perform

A. Explain why civil service classes are not applicable:

The existing architectural and engineering classifications do not have the required expertise and specialized skills related to these services. The Airport will use experienced project and construction management staff integrated with the consultant staff to provide the required services. Depending on the projects, current Airport staff will perform the following duties: project management, construction management, construction inspection, surveying, and IT/engineering/architectural design and oversight.

B. Would it be practical to adopt a new civil service class to perform this work? Explain.

As stated above, classifications exist but not with the specialized knowledge or expertise required for these airport projects. Major construction and terminal projects do not occur frequently enough to justify permanent staffing, with the exception of project management staff.

5. Additional Information (if "yes", attach explanation)

	<u>YES</u>	<u>NO</u>
A. Will the contractor directly supervise City and County employee?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
B. Will the contractor train City and County employee?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
C. Are there legal mandates requiring the use of contractual services?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
D. Are there federal or state grant requirements regarding the use of contractual services?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
E. Has a board or commission determined that contracting is the most effective way to provide this service?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
F. Will the proposed work be completed by a contractor that has a current PSC contract with your department?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

THE ABOVE INFORMATION IS SUBMITTED AS COMPLETE AND ACCURATE ON BEHALF OF THE DEPARTMENT HEAD ON 03/07/2014 BY:

Name: Cynthia Avakian Phone: 650-821-2014 Email: cynthia.avakian@flysfo.com

Address: P.O. Box 8097 San Francisco, CA 94128

Receipt of Union Notification(s)
◆ Local 21

Cynthia Avakian

From: dhr-psccordinator@sfgov.org
Sent: Monday, February 10, 2014 4:13 PM
To: Cynthia Avakian; jebrenner@ifpte21.org; L21PSCReview@ifpte21.org; jebrenner@ifpte21.org; L21PSCReview@ifpte21.org; jebrenner@ifpte21.org; jebrenner@ifpte21.org; L21PSCReview@ifpte21.org; Theresa Lopez; Richard Isen; DHR-PSCCoordinator
Subject: Receipt of Notice for new PCS over \$100K PSC # 41911 - 13/14

RECEIPT for Union Notification for PSC 41911 - 13/14 more than \$100k

The AIRPORT COMMISSION – AIR has submitted a request for a Personal Services Contract (PSC) 41911 - 13/14 for \$25,000,000 for Initial Request services for the period 04/07/2014 – 12/31/2018. Notification of 30 days (60 days for SEIU) is required.

After logging into the system please select link below, view the information and verify receipt:

<http://apps.sfgov.org/dhrdrupal/node/1232> For union notification, please see the TO: field of the email to verify receipt. If you do not see all the unions you intended to contact, the PSC Coordinator must change the state back to NOT READY, make sure the classes and unions you want to notify are selected and SAVE. Then VIEW the record and verify the list of unions and emails. EDIT the document again , change the state back START UNION NOTIFICATION and SAVE. You should receive the email with all unions to the TO: field as intended

Additional Attachment(s)

Resolution # 13-0239

AIRPORT COMMISSION

CITY AND COUNTY OF SAN FRANCISCO


RESOLUTION NO. 13 0239

AUTHORIZATION TO ISSUE A REQUEST FOR PROPOSAL FOR CONTRACT NO. 10003.43, TEMPORARY BOARDING AREA B AND SECURITY SCREENING CHECKPOINT DESIGN SERVICES

- WHEREAS, on September 18, 2012 by Resolution No. 12-023, the Commission authorized the Director to proceed with the Terminal 1/Boarding Area B Redevelopment Program (T1 Program); and
- WHEREAS, the Temporary Boarding Area B and Security Screening Checkpoint (SSCP) is the first in a series of T1 Program activities to allow for redevelopment of the Terminal 1 complex; and
- WHEREAS, the Temporary Boarding Area B and SSCP project will provide all of the necessary systems and infrastructure to support the operational needs of a fully functional interim boarding area; and
- WHEREAS, Staff seeks to hire a design services consultant (Consultant) that has proven ability to work in a highly collaborative environment with the appropriate expertise in projects of similar size and complexity; and
- WHEREAS, the Consultant will provide full engineering/architectural design services including project programming, site investigation, architectural and engineering design, preparation of contract drawings and specifications, and technical support during construction; and
- WHEREAS, the duration for these services is 21 months at an estimated total cost of \$3.0 million; now, therefore be it
- RESOLVED, that the Commission hereby authorizes the Director to issue a Request for Proposal for Contract No. 10003.43, Temporary Boarding Area B and SSCP Design Services, and to negotiate with the highest ranked proposer, and failing successful negotiation with the highest ranked proposer, the Commission authorizes the Director to negotiate with the next successively ranked proposers in order until negotiations are successful with one of the qualified firms; and, be it further
- RESOLVED, that following successful negotiations, Staff will present for Commission consideration a recommendation to award Contract No. 10003.43, Temporary Boarding Area B and SSCP Design Services.

*I hereby certify that the foregoing resolution was adopted by the Airport Commission
at its meeting of _____*

NOV 12 2013


Secretary

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: MUNICIPAL TRANSPORTATION AGENCY -- MTA Dept. Code: MTA

Type of Request: [X] Initial [] Modification of an existing PSC (PSC # _____)

Type of Approval: [] Expedited [X] Regular ([] Omit Posting)

Type of Service: Parking Facility Renovation and Equipment Upgrade Consulting Services

Funding Source: Revenue Bonds PSC Duration: 4 years
PSC Amount: \$3,000,000 PSC Est. Start Date: 06/01/2014 PSC Est. End Date: 05/31/2018

1. Description of Work

A. Scope of Work:

The consultants will provide supplemental architectural and engineering services for extensive analysis, design, bid documents, and project management services necessary for facility restorations and equipment upgrades for 38 parking facilities and ground surface lots. However, the majority of the design and project management for the revenue bond funded capital improvement projects will be provided by in-house staffing resources from the San Francisco Municipal Transportation Agency (SFMTA) and San Francisco Department of Public Works (DPW).

B. Explain why this service is necessary and the consequence of denial:

Even though the majority of the design work and project management will be provided by SFMTA and DPW staff, the SFMTA must contract for professional architectural/engineering services to supplement staff on this extensive, greater than \$30 million project. If this service is denied, it is anticipated that SFMTA will not be able to deliver all of the identified seismic, Americans with Disabilities Act-compliant, structural, life-safety, and architectural upgrades and ultimately fail to satisfy the revenue bond's timelines.

C. Has this service been provided in the past. If so, how? If the service was provided via a PSC, provide the most recently approved PSC # and upload a copy of the PSC. These services are generally provided by City staffing resources from the SFMTA and DPW.

D. Will the contract(s) be renewed? No.

2. Union Notification: On 02/06/2014, the Department notified the following employee organizations of this PSC/RFP request: Professional & Tech Engrs, Local 21,

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 45959 - 13/14

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 04/07/2014

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise:

Must possess expertise with developing engineering and architectural specifications to upgrade and/or replace parking facility equipment or structure. This knowledge and expertise must include elevators, lighting control technology, Closed-Circuit Television surveillance systems, HVAC (heating, ventilation, and air conditioning television systems, structural restoration products/processes, ADA-compliant remediation, and experience with product performance within a garage environment.

B. Which, if any, civil service class(es) normally perform(s) this work?

5218,5212,5268,

C. Will contractor provide facilities and/or equipment not currently possessed by the City? If yes, explain:

No.

4. Why Classified Civil Service Cannot Perform

A. Explain why civil service classes are not applicable:

Civil service classes are applicable. As mentioned, SFMTA and DPW staff will handle the majority of the projects generated by the revenue bonds.

B. Would it be practical to adopt a new civil service class to perform this work? Explain.

No. Civil service classifications already exist.

5. Additional Information (if "yes", attach explanation)

	<u>YES</u>	<u>NO</u>
A. Will the contractor directly supervise City and County employee?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
B. Will the contractor train City and County employee?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
C. Are there legal mandates requiring the use of contractual services?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
D. Are there federal or state grant requirements regarding the use of contractual services?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
E. Has a board or commission determined that contracting is the most effective way to provide this service?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
F. Will the proposed work be completed by a contractor that has a current PSC contract with your department?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

THE ABOVE INFORMATION IS SUBMITTED AS COMPLETE AND ACCURATE ON BEHALF OF THE DEPARTMENT HEAD ON 02/06/2014 BY:

Name: Cynthia Hamada Phone: 415.701.5381 Email: cynthia.hamada@sfmta.com

Address: 1 South Van Ness Avenue, 6th Floor San Francisco, CA 94103

Hamada, Cynthia

From: dhr-psccordinator@sfgov.org
Sent: Thursday, February 06, 2014 2:09 PM
To: Hamada, Cynthia; jebrenner@ifpte21.org; L21PSCReview@ifpte21.org; Hamada, Cynthia; Isen, Richard; DHR-PSCCoordinator, DHR
Subject: Receipt of Notice for new PCS over \$100K PSC # 45959 - 13/14

RECEIPT for Union Notification for PSC 45959 - 13/14 more than \$100k

The MUNICIPAL TRANSPORTATION AGENCY -- MTA has submitted a request for a Personal Services Contract (PSC) 45959 - 13/14 for \$3,000,000 for Initial Request services for the period 06/01/2014 – 05/31/2018. Notification of 30 days (60 days for SEIU) is required.

After logging into the system please select link below, view the information and verify receipt:

<http://apps.sfgov.org/dhrdrupal/node/1366> For union notification, please see the TO: field of the email to verify receipt. If you do not see all the unions you intended to contact, the PSC Coordinator must change the state back to NOT READY, make sure the classes and unions you want to notify are selected and SAVE. Then VIEW the record and verify the list of unions and emails. EDIT the document again , change the state back START UNION NOTIFICATION and SAVE. You should receive the email with all unions to the TO: field as intended

Receipt of Union Notification(s)
◆ Local 21

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: MUNICIPAL TRANSPORTATION AGENCY – MTA Dept. Code: MTA

Type of Request: [X] Initial [] Modification of an existing PSC (PSC # _____)

Type of Approval: [] Expedited [X] Regular ([] Omit Posting)

Type of Service: Consultant for the SFMTA Southwest Subway/19th Avenue Project

Funding Source: Federal Grant PSC Duration: 1 year 48 weeks
PSC Amount: \$490,000 PSC Est. Start Date: 05/01/2014 PSC Est. End Date: 04/01/2016

1. Description of Work

A. Scope of Work:

The consultant will prepare the Project Study Report for the Southwest Subway/19th Avenue Project and advance conceptual engineering that is mandated by Caltrans. This contract work requires unique knowledge of the Caltrans requirements to approve projects on the State of California highways (such as 19th Avenue). Specialized technical work is needed in several areas, including rail engineering; transportation planning for traffic, pedestrians, bicyclists and public transit; funding strategies; and community involvement.

B. Explain why this service is necessary and the consequence of denial:

The San Francisco Municipal Transportation Agency (SFMTA) and the City & County of San Francisco are committed to complete the environmental review and obtain approvals for this project by July 2018. Since the project is on a State highway, Caltrans must approve the report before work begins on additional federally required reports. The consequence of denial will be that the approval of the report by Caltrans will be untimely and SFMTA will lose a major and critical source of funding to continue the project

C. Has this service been provided in the past. If so, how? If the service was provided via a PSC, provide the most recently approved PSC # and upload a copy of the PSC. This service has not been provided in the past.

D. Will the contract(s) be renewed? No.

2. Union Notification: On 02/07/2014, the Department notified the following employee organizations of this PSC/RFP request: Architect & Engineers, Local 21,

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 45984 - 13/14

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 04/07/2014

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise:

Requires expertise in Caltrans studies and a range of environmental specialties, including noise, hydraulics, and construction impacts. Highly specialized rail and civil engineering expertise is needed to prepare track alignment and station concept plans. Expertise is also needed in transportation planning, community involvement, and development of funding strategies for major capital projects.

B. Which, if any, civil service class(es) normally perform(s) this work?

5212,5241,

C. Will contractor provide facilities and/or equipment not currently possessed by the City? If yes, explain:

No.

4. Why Classified Civil Service Cannot Perform

A. Explain why civil service classes are not applicable:

Existing staff does not possess the technical background and training to fulfill the Caltrans requirements and undertake the sophisticated rail and civil engineering work. The next phase must be completed by spring 2015 in order to meet the July 2018 deadline for completing environmental review and approvals for the Southwest Subway/19th Avenue project.

B. Would it be practical to adopt a new civil service class to perform this work? Explain.

Civil service classes already exist. This task is specialized and not on-going.

5. Additional Information (if "yes", attach explanation)

YES NO

- A. Will the contractor directly supervise City and County employee?
- B. Will the contractor train City and County employee?
- C. Are there legal mandates requiring the use of contractual services?
- D. Are there federal or state grant requirements regarding the use of contractual services?
- E. Has a board or commission determined that contracting is the most effective way to provide this service?
- F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? SF County Transportation Authority.

THE ABOVE INFORMATION IS SUBMITTED AS COMPLETE AND ACCURATE ON BEHALF OF THE DEPARTMENT HEAD

ON 02/07/2014 BY:

Name: Cynthia Hamada Phone: 415.701.5381 Email: cynthia.hamada@sfmta.com

Address: 1 South Van Ness Avenue, 6th Floor San Francisco, CA 94103

Receipt of Union Notification(s)
◆ Local 21

Hamada, Cynthia

From: dhr-psccordinator@sfgov.org
Sent: Friday, February 07, 2014 1:44 PM
To: Hamada, Cynthia; jebrenner@ifpte21.org; L21PSCReview@ifpte21.org; Hamada, Cynthia; Isen, Richard; DHR-PSCCoordinator, DHR
Subject: Receipt of Notice for new PCS over \$100K PSC # 45984 - 13/14

RECEIPT for Union Notification for PSC 45984 - 13/14 more than \$100k

The MUNICIPAL TRANSPORTATION AGENCY -- MTA has submitted a request for a Personal Services Contract (PSC) 45984 - 13/14 for \$490,000 for Initial Request services for the period 05/01/2014 – 04/01/2016. Notification of 30 days (60 days for SEIU) is required.

After logging into the system please select link below, view the information and verify receipt:

<http://apps.sfgov.org/dhrdrupal/node/1380> For union notification, please see the TO: field of the email to verify receipt. If you do not see all the unions you intended to contact, the PSC Coordinator must change the state back to NOT READY, make sure the classes and unions you want to notify are selected and SAVE. Then VIEW the record and verify the list of unions and emails. EDIT the document again , change the state back START UNION NOTIFICATION and SAVE. You should receive the email with all unions to the TO: field as intended

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: PUBLIC UTILITIES COMMISSION -- PUC Dept. Code: PUC

Type of Request: [X] Initial [] Modification of an existing PSC (PSC # _____)

Type of Approval: [] Expedited [X] Regular ([] Omit Posting)

Type of Service: EBid System Development Services (CS-373)

Funding Source: SFPUC General Fund PSC Duration: 2 years 4 weeks
PSC Amount: \$1,000,000 PSC Est. Start Date: 04/01/2014 PSC Est. End Date: 04/30/2016

1. Description of Work

A. Scope of Work:

San Francisco Public Utilities Commission (SFPUC) is developing an electronic bidding system for city contracts which will eventually be available to all City Departments. This contract will bring on SharePoint and K2 expertise and expert developers to develop the SFBid application. The developers will work with the project team of city employees, and under the direction of SFPUC Project Managers. A transfer of knowledge to City employees is a requirement.

B. Explain why this service is necessary and the consequence of denial:

San Francisco needs an EBid application to automate and standardize contracting processes across the City. Existing bidding systems were evaluated but did not satisfy city requirements, so consultant development services are required in order to develop this application. If this request is denied, the EBid project will be only partially complete and San Francisco will not fully achieve the goal of automating and standardizing contracting processes.

C. Has this service been provided in the past. If so, how? If the service was provided via a PSC, provide the most recently approved PSC # and upload a copy of the PSC.

Development services for a prototype and pilot of the EBid system were provided by City Information Technology (IT) personnel and a consultant development team via Purchase Order from the Computer Store. This service was not obtained through a PSC.

D. Will the contract(s) be renewed? No.

2. Union Notification: On 01/30/2014, the Department notified the following employee organizations of this PSC/RFP request: Prof & Tech Eng, Local 21,

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 44930 - 13/14

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 04/07/2014

3. Description of Required Skills/Expertise

- A. Specify required skills and/or expertise:
 Consultants must have strong experience designing and implementing an enterprise application using SharePoint and K2. Consultants must be able to perform database design and system architecture for the EBid application. Consultants must be able to thoroughly document development standards and practices in order to ensure that maintenance of the system can be performed by city employees upon completion of the project.
- B. Which, if any, civil service class(es) normally perform(s) this work?
 1043,
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If yes, explain:
 No.

4. Why Classified Civil Service Cannot Perform

- A. Explain why civil service classes are not applicable:
 Despite an almost year-long search for city I.T. resources, there are simply no available city employees who can perform this development work at this time and project must move forward. Project team has hired a 1043 to work alongside the consultant developers and to take over system administration and maintenance after development is complete.
- B. Would it be practical to adopt a new civil service class to perform this work? Explain.
 No, there are already civil service classes that can do this type of work, but they do not have the availability to finish the project on time.

5. Additional Information (if "yes", attach explanation)

	<u>YES</u>	<u>NO</u>
A. Will the contractor directly supervise City and County employee?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
B. Will the contractor train City and County employee? See attachment.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
C. Are there legal mandates requiring the use of contractual services?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
D. Are there federal or state grant requirements regarding the use of contractual services?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
E. Has a board or commission determined that contracting is the most effective way to provide this service?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
F. Will the proposed work be completed by a contractor that has a current PSC contract with your department?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

THE ABOVE INFORMATION IS SUBMITTED AS COMPLETE AND ACCURATE ON BEHALF OF THE DEPARTMENT HEAD ON 01/30/2014 BY:

Name: Shamica Jackson Phone: 415-554-0727 Email: SJackson@sfgwater.org
 Address: 525 Golden Gate Ave. San Francisco, CA

Receipt of Union Notification(s)
◆ Local 21

From: dhr-psccordinator@sfgov.org
To: Jackson, Shamica; jebrenner@ifpte21.org; L2PSCReview@ifpte21.org; Tang, Grace; Isen, Richard; DHR-PSCCoordinator.DHR
Subject: Receipt of Notice for new PCS over \$100K PSC # 44930 - 13/14
Date: Thursday, January 30, 2014 3:01:54 PM

RECEIPT for Union Notification for PSC 44930 - 13/14 more than \$100k

The PUBLIC UTILITIES COMMISSION -- PUC has submitted a request for a Personal Services Contract (PSC) 44930 - 13/14 for \$1,000,000 for Initial Request services for the period 04/01/2014 – 04/30/2016. Notification of 30 days (60 days for SEIU) is required.

After logging into the system please select link below, view the information and verify receipt:

<http://apps.sfgov.org/dhrdrupal/node/1308> For union notification, please see the

TO: field of the email to verify receipt. If you do not see all the unions you intended to contact, the PSC Coordinator must change the state back to NOT READY, make sure the classes and unions you want to notify are selected and SAVE. Then VIEW the record and verify the list of unions and emails. EDIT the document again , change the state back START UNION NOTIFICATION and SAVE. You should receive the email with all unions to the TO: field as intended

Additional Attachment(s) of Explanation

◇ Section 5. Additional Information

5B. Will the contractor train City and County employees?

- **Describe training and indicate approximate number of hours.**
- **Indicate occupational type of City and County employees to receive training (e.g., clerks, civil engineers, etc.) and approximate number to be trained.**



San Francisco
Water Power Sewer

Services of the San Francisco Public Utilities Commission

525 Golden Gate Avenue, 8th Floor
San Francisco, CA 94102
T 415.554.4603
F 415.554.322f

Describe Training including number of hours. Indicate occupational type of City & County employees to receive training:

Answer: Upon completion, developers will train city staff on maintenance. Developers will train 2-3 city employees (1042 and/or 1044). There will be a period of 6 weeks where there will be a transfer of knowledge from the consultants to these city employees. They will be shadowing the consultants to learn how to maintain the Ebid system. Over the 6 weeks, training will probably take approximately 40-60 hours.

Edwin M. Lee
Mayor

Vince Courtney
President

Ann Moller Caen
Vice President

Francesca Vietor
Commissioner

Anson Moran
Commissioner

Art Torres
Commissioner

Harlan L. Kelly, Jr.
General Manager



Modification
Personal Services Contracts

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PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: ADULT PROBATION Dept. Code: ADP

Type of Request: [] Initial [x] Modification of an existing PSC (PSC # 4107-10/11)

Type of Approval: [] Expedited [x] Regular ([] Omit Posting)

Type of Service: Drug Test Confirmation Services

Funding Source: General Fund

PSC Original Approved Amount: \$80,000

PSC Original Approved Duration: 07/01/11 - 06/30/12 (1 year)

PSC Mod#1 Amount: \$20,000

PSC Mod#1 Duration: 07/01/12-06/30/15 (3 years)

PSC Mod#2 Amount: \$30,000

PSC Mod#2 Duration: 07/01/15-06/30/16 (1 year 1 day)

PSC Cumulative Amount Proposed: \$130,000

PSC Cumulative Duration Proposed: 5 years 1 day

1. Description of Work

A. Scope of Work:

The Court ordered conditions of probation require all probationers to not use any illegal drugs. Drug Testing will enable the Adult Probation Department to better protect public safety by monitoring and enforcing probationer compliance with Court orders. Contractor will perform verification.

B. Explain why this service is necessary and the consequence of denial:

The Court ordered conditions of probation require all probationers to not use any illegal drugs. Drug Testing will enable the Adult Probation Department to better protect public safety by monitoring and enforcing probationer compliance with Court orders. Denial of request will negatively impact the Department's ability to monitor drug use among clients.

C. Has this service been provided in the past. If so, how? If the service was provided via a PSC, provide the most recently approved PSC # and upload a copy of the PSC.

Yes. Prior PSC 4107 1011

D. Will the contract(s) be renewed? Yes, depending on availability of funds.

2. Union Notification: On 03/06/14, the Department notified the following employee organizations of this PSC/RFP request: all unions were notified

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 4107-10/11

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Not Required

Approved by DHR on 03/19/2014



3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise:

The contractor must have the ability to provide effective drug testing using high quality devices from a forensic testing lab within a short turnaround time.

B. Which, if any, civil service class(es) normally perform(s) this work?
none,

C. Will contractor provide facilities and/or equipment not currently possessed by the City? If yes, explain:
Yes, the contractor will have access to state of the art drug testing products and equipment in a forensic lab environment.

4. Why Classified Civil Service Cannot Perform

A. Explain why civil service classes are not applicable:

There is no civil service class that requires the knowledge, skills, and ability to provide drug testing in a forensic lab.

B. Would it be practical to adopt a new civil service class to perform this work? Explain.

No. This work would be performed by a forensic testing lab with drug testing solutions and screening devices for adult probationers.

5. Additional Information (if "yes", attach explanation)

YES NO

- A. Will the contractor directly supervise City and County employee?
- B. Will the contractor train City and County employee?
- C. Are there legal mandates requiring the use of contractual services?
- D. Are there federal or state grant requirements regarding the use of contractual services?
- E. Has a board or commission determined that contracting is the most effective way to provide this service?
- F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? Redwood Toxicology Laboratory, inc.

THE ABOVE INFORMATION IS SUBMITTED AS COMPLETE AND ACCURATE ON BEHALF OF THE DEPARTMENT HEAD
ON 03/06/14 BY:

Name: Diane Lim Phone: 553-1058 Email: diane.lim@sfgov.org

Address: 880 Bryant Street, Room 200 San Francisco, CA 94103

Receipt of Union Notification(s)
◆ All Unions



**FW: Receipt of a REGULAR Modification Request to PSC # 4107 1011 -
MODIFICATIONS**

DHR-PSCCoordinator, DHR to: Martinez, Veronica (ADP)

03/17/2014 03:45 PM

-----Original Message-----

From: dhr-psccordinator@sfgov.org [mailto:dhr-psccordinator@sfgov.org]

Sent: Thursday, March 06, 2014 3:26 PM

To: Lim, Diane (ADP); rmitchell@twusf.org; grojo@local39.org;
jduritz@uapd.com; staff@sfmea.com; mike@dcl6.us; khughes@ibew6.org;
L21PSCReview@ifpte21.org; sfsmsa@gmail.com; david.canham@seiul021.org;
joe.tanner@seiul021.net; Larry.Bradshaw@seiul021.org;
L21PSCReview@ifpte21.org; LiUNA.local261@gmail.com; local200twu@sbcglobal.net;
camaguey@sfmea.com; ecdemvoter@aol.com; tiya.thlang@seiul021.org; Martinez,
Veronica (ADP); DHR-PSCCoordinator, DHR; Isen, Richard (TIS)
Subject: Receipt of a REGULAR Modification Request to PSC # 4107 1011 -
MODIFICATIONS

PSC RECEIPT of Modification notification sent to DHR

The ADULT PROBATION -- ADP has submitted a modification request for a Personal Services Contract (PSC) for \$30,000 for services for the period July 1, 2015 - June 30, 2016. For Regular/Annual/Continual Modification requests there is a 7-Day noticed to the union(s) prior to Department PSC Due to DHR date before the request is scheduled for Civil Service Commission meeting date.

After logging into the system please select link below:

<http://apps.sfgov.org/dhrdrupal/node/575>

Email sent to the following addresses: Please check the record to see if you selected a union where a corresponding email in the TO: field isn't present. Either you selected none or there is no email entered in the system by that particular union

Additional Attachment(s) of Explanation

◇ **Section 1. Description of Work**

- 1C. Has this service been provided in the past. If so, how?
If the service was provided via a PSC, provide the most recently approved PSC # and upload a copy of the PSC.**

PSC # 4107-10/11

4107-10/11
Mod # 1



CIVIL SERVICE COMMISSION CITY AND COUNTY OF SAN FRANCISCO

EDWIN M. LEE
MAYOR

June 6, 2012

NOTICE OF CIVIL SERVICE COMMISSION ACTION

E. DENNIS NORMANDY
PRESIDENT

KATE FAVETTI
VICE PRESIDENT

SCOTT R. HELDFOND
COMMISSIONER

MARY Y. JUNG
COMMISSIONER

ANITA SANCHEZ
EXECUTIVE OFFICER

SUBJECT: REVIEW OF REQUEST FOR APPROVAL OF PROPOSED PERSONAL SERVICES CONTRACT NUMBERS 4126-11/12 THROUGH 4132-11/12; 4107-10/11; 4086-08/09; 3036-11/12; AND 4115-07/08.

At its meeting of June 4, 2012 the Civil Service Commission had for its consideration the above matter.

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

The Commission:
Adopted the report; Approved the request for proposed personal services contracts.
Notified the Office of the Controller and the Office of Contract Administration.

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

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

CIVIL SERVICE COMMISSION

ANITA SANCHEZ
Executive Officer

Attachment

- c: Parveen Boparai, Municipal Transportation Agency
- Rachel Buerkle, Department of the Environment
- Micki Callahan, Human Resources Director
- Marie de Vera, Department of Human Resources
- Jacquie Hale, Department of Public Health
- Rebecca Krell, Arts Commission
- Diane Lim, Adult Probation
- Maria Ryan, Department of Human Resources
- Jeannie Wong, Office of the Controller
- Commission File
- Chron

POSTING FOR
6/4/2012

PROPOSED PERSONAL SERVICES CONTRACTS
MODIFICATION TO INCREASE CONTRACT AMOUNT/DURATION

PSC No	Dept No	Dept Description	Approval Type	Modified Amount	Cumulative Total	Description of Work	Start Date	End Date
4107-10/11	13	Adult Probation	Regular	\$20,000	\$100,000	PSC Modification requested to extend the PSC duration and increase PSC amount. The Adult Probation Department has not entered into a drug testing contract pending a final department operational Drug Testing policy and procedure. The extended duration will allow the department to enter into a contract and the additional amount is estimated to cover the contract until June 30, 2015. The Court ordered conditions of probation require all probationers to not use any illegal drugs. Drug Testing will enable the Adult Probation Department to better protect public safety by monitoring and enforcing probationer compliance with Court orders.	7/1/2011	6/30/2015
4086-09/09	22	Environment	Regular	\$120,000	\$240,000	SFE requires a contractor to provide Charter Bus transportation for the School Education Program's environmental field trips for grades K-12 students.	3/1/2009	12/31/2015
3036-11/12	28	Art Commission	Regular	\$50,000	\$100,000	A Bay Area consultant who specializes in coordinating multiple City, state and federal requirements for the construction of culturally based renovations and construction, will serve in a critical advisory capacity to assist with the management of a renovation project at Bayview Opera House located at 4705 Third Street. This work entails working with and maintaining relationships, as well as coordinating efforts with other city agencies, principally with the Department of Public Works, MUNI, Mayor's Office of Disability, Department of Real Estate, the Redevelopment Agency, and others. This will also include coordinating with the Bayview Opera House tenant organization and its board, the San Francisco Architectural Heritage Foundation and other neighborhood groups. The consultant will advise on preservation requirements, programmatic use of a cultural facility, coordinate multiple high visibility restoration projects and help to improve project efficiency and coordination.	9/1/2011	6/30/2013
4115-07/08	81	Public Health	Regular	\$550,000	\$1,792,000	To serve as backup to provide year round 24/7 day a week access to telephone interpreters for San Francisco General Hospital, the Public Health Centers, Laguna Honda Hospital, Health at Home other Department locations. The telephone interpreters must be skilled in phone based medical interpreting services and must be able to provide two-way, real time interpretation in a multitude of languages. This modification covers the anticipated needs of the Department through December 31, 2013. The Department has experienced an increase in the volume of telephone interpreter services due to the full implementation of Healthy San Francisco, the roll out of videoconferencing, dual handset, and Polycom phones which are used in the Health Centers and Emergency Department. The Department has hired and is in the process of hiring additional interpreters to meet the demand.	4/1/2008	12/31/2013
				Total: \$740,000				

PERSONAL SERVICES CONTRACT SUMMARY

DATE: May 3, 2012

DEPARTMENT NAME: ADULT PROBATION DEPARTMENT DEPARTMENT # 13

TYPE OF APPROVAL: [] EXPEDITED [X] REGULAR (OMIT POSTING [])
[] CONTINUING [] ANNUAL

TYPE OF REQUEST: [] INITIAL REQUEST [X] MODIFICATION (PSC#) 4107-10/-11

TYPE OF SERVICE: Drug Testing
FUNDING SOURCE: Adult Probation Department Annual Budget - General Fund
Original Amount: \$80,000 PSC Duration: July 1, 2011 to June 30, 2012
Modification Amount \$20,000 PSC Duration: July 1, 2012 to June 30, 2015
Total Amount: \$100,000 PSC Duration: July 1, 2011 to June 30, 2015

PSC AMOUNT: \$100,000.00 PSC DURATION: July 1, 2011 to June 30, 2015

1. DESCRIPTION OF WORK

A. Concise description of proposed work:

The Court ordered conditions of probation require all probationers to not use any illegal drugs. Drug Testing will enable the Adult Probation Department to better protect public safety by monitoring and enforcing probationer compliance with Court orders.

B. Explain why this service is necessary and the consequences of denial:

PSC Modification requested to extend the PSC duration and increase PSC amount. The Adult Probation Department has not entered into a drug testing contract pending a final department operational Drug Testing policy and procedure. The extended PSC will allow the department time to enter into a contract and the additional amount is estimated cover the contract until June 30, 2015. Drug Testing will enable the Adult Probation Department to determine non compliance and seek modification or revocation of probation as appropriate. Drug Testing is an evidence based probation supervision practice that will improve public safety by giving the Department an additional means

C. Explain how this service has been provided in the past (if this service was previously approved by the Civil Service Commission, indicate most recent personal services contract approval number): This service has not been provided in the past.

D. Will the contract(s) be renewed: TBD

2. UNION NOTIFICATION: Copy of this summary is to be sent to employee organizations as appropriate (refer to instructions for specific procedures):

L21
Union Name

[Signature]
Signature of person mailing/faxing form

5/4/12
Date

SEIU1021
Union Name

[Signature]
Signature of person mailing/faxing form

5/4/12
Date

RFP sent to Not Applicable, on Not Applicable
Union Name Date

Not Applicable
Signature

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 4107-10/11

STAFF ANALYSIS/RECOMMENDATION:

Received 5/4/12
MKR

CIVIL SERVICE COMMISSION ACTION:

3. DESCRIPTION OF REQUIRED SKILLS/EXPERTISE

A. Specify required skills and/or expertise:

The Contractor must have the ability to provide effective drug testing using high quality screening devices from a forensic testing lab within a short turnaround time.

B. Which, if any, civil service class normally performs this work?

None.

C. Will contractor provide facilities and/or equipment not currently possessed by the City? If yes, explain:

Yes. The Contractor will have access to state of the art drug testing products and equipment in a forensic lab environment.

4. WHY CLASSIFIED CIVIL SERVICE CANNOT PERFORM

A. Explain why civil service classes are not applicable:

There is no civil service class that requires the knowledge, skills and ability to provide drug testing in a forensic testing lab

B. Would it be practical to adopt a new civil service class to perform this work? Explain.

No. This work would be performed by a forensic testing lab with drug testing solutions and screening devices for adult probationers.

5. ADDITIONAL INFORMATION (if "yes," attach explanation)

A. Will the contractor directly supervise City and County employees?

Yes	No
<input type="checkbox"/>	<input checked="" type="checkbox"/>

B. Will the contractor train City and County employees?

<input type="checkbox"/>	<input checked="" type="checkbox"/>
--------------------------	-------------------------------------

- Describe the training and indicate approximate number of hours.
- Indicate occupational type of City and County employees to receive training (i.e., clerks, civil engineers, etc.) and approximate number to be trained.

C. Are there legal mandates requiring the use of contractual services?

<input type="checkbox"/>	<input checked="" type="checkbox"/>
--------------------------	-------------------------------------

D. Are there federal or state grant requirements regarding the use of contractual services?

<input type="checkbox"/>	<input checked="" type="checkbox"/>
--------------------------	-------------------------------------

E. Has a board or commission determined that contracting is the most effective way to provide this service?

<input type="checkbox"/>	<input checked="" type="checkbox"/>
--------------------------	-------------------------------------

F. Will the proposed work be completed by a contractor that has a current personal services contract with your department?

<input type="checkbox"/>	<input checked="" type="checkbox"/>
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THE ABOVE INFORMATION IS SUBMITTED AS COMPLETE AND ACCURATE ON BEHALF OF THE DEPARTMENT HEAD:

Signature of Departmental Personal Services Contract Coordinator

Diane Lim

(415) 553-1058

Print or Type Name

Telephone Number

880 Bryant Street, Room 200,
San Francisco, CA 94103

Address

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PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: PORT Dept. Code: PRT

Type of Request: Initial Modification of an existing PSC (PSC # 4074-11/12)

Type of Approval: Expedited Regular (Omit Posting)

Type of Service: Hazardous Waste Removal

Funding Source: Port Operating/Project Fund

PSC Original Approved Amount: \$375,000 PSC Original Approved Duration: 01/01/12 - 12/31/14 (3 years)
PSC Mod#1 Amount: no amount added PSC Mod#1 Duration: 01/01/15-12/31/18 (4 years 1 day)
PSC Mod#2 Amount: _____ PSC Mod#2 Duration: _____
PSC Cumulative Amount Proposed: \$375,000 PSC Cumulative Duration Proposed: 7 years 1 day

1. Description of Work

A. Scope of Work:

The Port had originally planned to issue this contract in 2012, but due to staff changes and the workload of the America's Cup 34 (AC34) preparations, the contract solicitation was delayed. The Port now intends to move forward with the contract solicitation in the first quarter of 2014 and limit the term of the contract to no more than four (4) years. (Please see prior initial PSC attached)

B. Explain why this service is necessary and the consequence of denial:

The Port property is extensive and open and subject to the abandonment of hazardous wastes. For purposes of safety and regulatory compliance, the Port requires very timely transportation and disposal services of these materials. Without this service the Port is likely to incur repeated notices of violations for failure to manage these materials in a timely way that protects public health and the SF Bay.

C. Has this service been provided in the past. If so, how? If the service was provided via a PSC, provide the most recently approved PSC # and upload a copy of the PSC.

Services have been provided in the past through earlier PSC request. See 4074-11/12

D. Will the contract(s) be renewed? Yes, contract will be renewed & rebid on an on-going basis.

2. Union Notification: On 01/29/14, the Department notified the following employee organizations of this PSC/RFP request: Architect & Engineers, Local 21;

FOR DEPARTMENT OF HUMAN RESOURCES USE

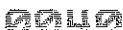
PSC# 4074-11/12

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 04/07/2014



3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise:

Because the work involves hazardous material handling or work in and around potentially hazardous or environmentally sensitive areas, it requires highly trained workers capable of working in hazardous environments in compliance with 29CFR 1910.120(Code of Federal Regulations).

Also requires to abate asbestos, lead & mold, profile hazardous wastes, provide routine & emergency hazardous waste removal, transportation & disposal and recycling. Please see attached PSC for more information.

B. Which, if any, civil service class(es) normally perform(s) this work?

6130,6138,

C. Will contractor provide facilities and/or equipment not currently possessed by the City? If yes, explain:

Yes, they will provide supplies such as steel and poly drums, absorbent, packaging materials, and other material handling equipment, safety equipment and transportation vehicles.

4. Why Classified Civil Service Cannot Perform

A. Explain why civil service classes are not applicable:

This is specialty work that is highly regulated and with significant risks. The safe performance of this work is dependent upon extensive training and regular opportunities to utilize the training.

B. Would it be practical to adopt a new civil service class to perform this work? Explain.

No. This is specialty work that is highly regulated. The safe performance of this work is dependent upon extensive training and regular opportunities to utilize the training. The Port's need is sporadic and infrequent enough that a new civil service class is not required.

5. Additional Information (if "yes", attach explanation)

YES NO

- A. Will the contractor directly supervise City and County employee?
- B. Will the contractor train City and County employee?
- C. Are there legal mandates requiring the use of contractual services?
- D. Are there federal or state grant requirements regarding the use of contractual services?
- E. Has a board or commission determined that contracting is the most effective way to provide this service?
- F. Will the proposed work be completed by a contractor that has a current PSC contract with your department?

THE ABOVE INFORMATION IS SUBMITTED AS COMPLETE AND ACCURATE ON BEHALF OF THE DEPARTMENT HEAD

ON 01/29/14 BY:

Name: Lavena Holmes Phone: 415-274-0305 Email: lavena.holmes@sfport.com

Address: Pier 1, The Embarcadero San Francisco, CA 94111

Receipt of Union Notification(s)
◆ Local 21

Braganza, Lorceli

From: Braganza, Lorceli
Sent: Friday, February 07, 2014 2:51 PM
To: 'L21PSCReview@ifpte21.org'; jebrenner@ifpte21.org
Cc: DHR-PSCCoordinator, DHR; Holmes, Lavena (lavena.holmes@sfport.com)
Subject: 4074 11/12 Modification - Duration Extension
Attachments: 4074 1112 Mod 012914.pdf; 4074 1112 Init Appr 010912.pdf

A *Modification* for PSC #4074 11/12 was posted on 01/29/2014 but it seems the modification was not forwarded to you. I have attached it here for your review...

Also attached is the initial PSC approved on 01/09/2012.

Please let us know if you should have any questions or concerns.

Thank you,
Lbraganza



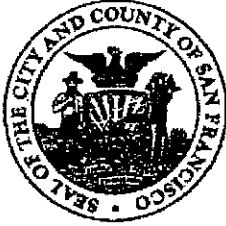
Lorceli Braganza
Human Resources
Port of San Francisco
Work: 415-274-0424
Fax: 415-274-0583

Additional Attachment(s) of Explanation

◇ **Section 1. Description of Work**

- 1C. Has this service been provided in the past. If so, how?
If the service was provided via a PSC, provide the most recently approved PSC # and upload a copy of the PSC.**

PSC # 4074-11/12

4074-11/12
Initial

CIVIL SERVICE COMMISSION

CITY AND COUNTY OF SAN FRANCISCO

EDWIN M. LEE
MAYOR

MINUTES
Regular Meeting
January 9, 2012

2:00 p.m.
ROOM 400, CITY HALL
1 Dr. Carlton B. Goodlett Place

E. DENNIS NORMANDY
PRESIDENT

KATE FAVETTI
VICE PRESIDENT

SCOTT R. HELDFOND
COMMISSIONER

MARY Y. JUNG
COMMISSIONER

ANITA SANCHEZ
EXECUTIVE OFFICER

CALL TO ORDER

2:01 p.m.

ROLL CALL

President E. Dennis Normandy	Present
Vice President Kate Favetti	Present
Commissioner Scott R. Heldfond	Present
Commissioner Mary Jung	Present

President E. Dennis Normandy presided.

President E. Dennis Normandy welcomed Scott R. Heldfond to the Commission as a new Commissioner.

REQUEST TO SPEAK ON ANY MATTER WITHIN THE JURISDICTION OF THE CIVIL SERVICE COMMISSION AND WHICH IS NOT APPEARING ON TODAY'S AGENDA

Sonya Knudsen asked if the posted reasons on the Agenda and Minutes of the December 19, 2011 meeting could be amended for the various continuances on her appeal. She was instructed by President Normandy to submit her amendments to the Executive Officer for review.

Cherie Joiner spoke about the amendment to the 2586 Health Worker II announcement to include special conditions. She stated that all appointments be frozen until an investigation can be completed.

Brenda Barrios, Shop Steward at San Francisco General Hospital, who spoke on behalf of Cherie Joiner, stated there has been a problem with the testing. She alleges there is nepotism and the Health Worker positions are one of those catch-all positions that everyone is bumped into. There are others who are also affected by this.

Civil Service Commission Meeting Minutes**Regular Meeting of January 9, 2012**

Douglas Yep commended the Commission for placing the "Request to Speak" item at the beginning of the Agenda and speaking out against corruption and promoting transparency. He stated that the Civil Service Commission has been promoting anti-corruption for a long time no matter where it comes from.

APPROVAL OF MINUTES

Regular Meeting of December 5, 2011

December 19, 2011: Continued to the meeting of January 9, 2012.

Action: Adopted. (Vote of 4 to 0)

Regular Meeting of December 19, 2011

Action: Continued to the meeting of February 6, 2012. (Vote of 4 to 0)**HUMAN RESOURCES DIRECTOR'S REPORT (Item No. 5)**

No report.

EXECUTIVE OFFICER'S REPORT**0332-11-1 Update on Fiscal Years 2012-13 and 2013-14 Mayor's Budget Instructions and Department Budget Preparation Schedule. (Item No. 6)**

December 19, 2011: Directed Commission staff to prepare Fiscal Years 2012-13 and 2013-14 Budget Request at current service and staff levels; continue to negotiate amounts; present Budget Request at the Commission Meeting of January 9, 2012; incorporate changes by the Commission up to the budget request submission deadline; and approve to submit the Fiscal Years 2012-13 and 2013-14 Budget Request to the Controller and the Office of the Mayor by February 21, 2012.

Speakers: Sandra Eng, Civil Service Commission

Action: Directed Commission staff to continue to negotiate amounts, finalize the Fiscal Years 2012-14 Budget Request, incorporate changes, approve to submit the Fiscal Years 2012-14 Budget Request to the Controller and the Mayor by February 21, 2012. (Vote of 4 to 0)

Civil Service Commission Meeting Minutes

Regular Meeting of January 9, 2012

0346-11-8 Review of request for approval of proposed personal services contracts.
(Item No. 7)

PSC#	Department	Amount	Type of Service	Type of Approval	Duration
4069-11/12	Airport Commission	\$100,000	To perform on-going inspection, maintenance and necessary repair/replacement of San Francisco International Airport's water perimeter buoy system, which standard maintenance includes annual above and annual below water inspections, hardware repair and replacement, installation, and/or reconnection of new or recovered buoys.	Regular	12/31/16
4070-11/12	Airport Commission	\$68,000,000	This request is for design-build services, separate from the design and integration services approved under PSC#4099-09/10 on June 6, 2011. The Airport's design consultant, approved under PSC #4099-09/10, will prepare bridging documents for the build request for proposal. The select design-build contractor under this request will prepare the final design, as the Engineer of Record for the following tasks: (1) International Terminal and Terminal 3 Boarding Area F - Checked Baggage Inspection System (CBIS) Modernization Program; (2) International Terminal - Baggage Handling System Improvements; (3) Terminal 3 Boarding Area E and F BHS Transfer Lines.	Regular	01/03/15
4071-11/12	Arts Commission	\$132,000	Artist will provide design development and construction documents and fabricate artwork designed for Municipal Railway Maintenance Facility at Islais Creek.	Regular	11/30/14
4072-11/12	Emergency Management	\$800,000	The contractor will assist Bay Area counties and cities with an evaluation and gap analysis of the UASI Region's Public Information and Warning capabilities and systems with an emphasis on access and functional needs populations. The Contractor will deliver a five year strategic plan (including a sustainability component) of messaging, response and performance standards as well as policies and protocols for appropriate general and specific messaging to effectively communicate with first responders/providers and the public.	Regular	03/31/13
4073-11/12	Municipal Transportation Agency	\$900,000	The contractor will remove asbestos from the electrical controllers taken from fifteen (15) Milan Street Cars and then rebuild them.	Regular	11/30/16
4074-11/12	Port Commission	\$375,000	The Contractor shall provide all services, labor, materials, and equipment necessary to provide hazardous waste packaging, removal, transportation and disposal-related tasks. Critical is the ability for the contractor to provide service with little notice, e.g. 24 hours, 72 hours, etc.	Regular	12/31/14
4075-11/12	Public Utilities Commission	\$1,500,000	CleanPower SF will soon enroll residential energy customers throughout the City. The Consultants will design and implement an outreach program that will rely on neighborhood literature dissemination at residents' homes, television advertising, online advertising, and more to educate customers and support customer retention.	Regular	08/01/16

Continued
to 2/6/12

Civil Service Commission Meeting Minutes

Regular Meeting of January 9, 2012

3052-09/10	Controller	Increase Amount \$75,525 New Amount \$123,000	The City seeks Hostbridge software development and training services to (1) integrate the city's financial accounting and management information system (FAMIS) managed by the Controller's Office with SFPUC's web-based MAXIMO purchase order web service and SFPUC's web-based online invoice processing system (SOLIS), as a pilot project, as well as (2) develop and train additional City department staff on other potential interfaces between FAMIS and City department systems to integrate and reconcile data.	Modification	01/11/16
4098-08/09	Municipal Transportation Agency	Increase Amount \$181,280 New Amount \$280,280	Contractor will provide additional technical design assistance, project coordination and integration with BART, +C3 (Central Control & Communications) and New Central Subway Projects. In addition to the procurement services and project oversight services that the Contractor is providing to the SF Municipal Transportation Agency (SFMTA), they will modify the Closed Circuit Television (CCTV) systems design documents (drawings and specifications) to include artificial intelligence-based video analytics (VA) capabilities (hardware and software) using technology that was previously not available.	Modification	06/30/13
4037-08/09	Police	Increase Amount \$100,000 New Amount \$264,000	Recycling and shredding of Confidential Documents.	Modification	01/31/14
4072-06/07	Public Utilities Commission	Increase Amount \$850,000 New Amount \$1,850,000	Legislative representation and advocacy before the California State Legislature and State Administration in areas of water, wastewater, energy and natural resources.	Modification	03/13/17
4073-06/07	Public Utilities Commission	Increase Amount \$1,362,000 New Amount \$2,612,000	Legislative representation and advocacy before Congress and federal regulatory agencies in areas of water, wastewater, energy and natural resources.	Modification	03/13/17
4162-08/09	Public Utilities Commission	Increase Amount \$9,000,000 New Amount \$18,000,000	Specialized and technical as-needed services in the areas of water supply, storage, and transport services; water quality services; water treatment services; and enterprise operations and management services. The SFPUC is requesting a modification of the existing PSC for CS-971 due to its anticipation of additional work required. The additional work anticipated stems from continuing Federal and State environmental and regulatory agency reporting requirements, ongoing studies and implementation planning to meet the requirements of the Water System Improvement Program, and additional short term, technical, highly specialized tasks.	Modification	01/01/17

Speakers:

Cynthia Avakian and Liam O'Byrne, Airport Commission spoke on PSC #4069-11/12.

Cynthia Avakian and Tom Rodrigues, Airport Commission spoke on PSC #4070-11/12.

Mikyung Kim and Tristan Levardo, Emergency Management spoke on PSC #4072-11/12.

Karl Johnson, Municipal Transportation Agency spoke on PSC #4073-11/12.

Ha Nguyen and Cynthia Hamada, Municipal Transportation Agency spoke on PSC #4098-08/09.

Mike Connolly, San Francisco Police Department spoke on PSC #4037-08/09.

Civil Service Commission Meeting Minutes

Regular Meeting of January 9, 2012

0346-11-8 (continued)

- Action:**
- (1) Continued PSC #4075-11/12 to the meeting of February 6, 2012 at the request of the Public Utilities Commission. (Vote of 3 to 1; Commissioner Jung recused from any discussion or voting on this item. (Vote of 4 to 0)
 - (2) Adopted the report; Approved request for PSC #4037-08/09 on the condition that a revised submission of the PSC Summary be sent to the Executive Officer and the Human Resources Director indicating that the approval of this contract is necessary because the City does not have the appropriate equipment for shredding to maintain the security of confidential and sensitive documents. Notified the Office of the Controller and the Office of Contract Administration. (Vote of 4 to 0)
 - (3) Adopted the report; Approved request for all remaining contracts. Notified the Office of the Controller and the Office of Contract Administration. (Vote of 4 to 0)

Note: President Normandy made note of the fact that the Commission is extremely fortunate to have the likes of Vice President Favetti because the thrust of her questions very aptly indicates the need for further streamlining the processes that we have visa vie the personal service contracts. A word to the wise should suffice where those departments will continue to present us requests for approval of PSC's as well as directions to the Executive Officer that the questions that are raised should have answers that are becoming standard within the request for PSC's and whatever can be done in that regard will be most appreciated. This is with the concurrence of fellow Commissioners.

0347-11-8 Review of request for approval of proposed personal services contract – Omit Posting. (Item No. 8)

PSC#	Department	Amount	Type of Service	Type of Approval	Duration
4076-11/12	Public Utilities Commission	\$390,000	Update, configure and implement the existing SFPUC headquarters telephone and move it to the new headquarters at 525 Golden Gate while maintaining a phone system at both locations during the multi-month move. Also, this request covers improvements in the phone system after the implementation of the telephone system.	Regular	03/01/13

Speakers: Prentiss Jackson and Ken Salmon, Public Utilities Commission

Action: Adopted the report; Approved request for proposed personal services contract. Notified the Office of the Controller and the Office of Contract Administration. (Vote of 4 to 0)

Civil Service Commission Meeting Minutes

Regular Meeting of January 9, 2012

0348-11-4 Appeal by Peter Arnautoff, Ketty S. Fedigan, Theresa Fogarty, Paul Orlando, and Raymond Poydessus of the Minimum Qualifications for the H-22 Lieutenant, Fire Prevention and H-24 Lieutenant, Fire Investigation Promotional Examinations. (File No. 9)

Speakers: Niger Edwards, Department of Human Resources
 Joe Cuff, San Francisco Fire Department Retired
 Tom O'Connor, Fire Fighters Local 798
 Peter Arnautoff, Appellant
 Dave Johnson, Department of Human Resources
 Jesusa Bushong, San Francisco Fire Department
 Thomas Harvey, San Francisco Fire Department

Action: Granted the appeal by Peter Arnautoff, Ketty S. Fedigan, Theresa Fogarty, Paul Orlando, and Raymond Poydessus due to the circumstance of a 19 year delay in testing; that the appellants be allowed to participate in the examination process under waiver until they meet the provisions as stated in Civil Service Commission Rule 311.2.1. (Vote of 4 to 0)

0345-11-2 Preliminary Work Plan: Salary Setting for Elected Officials (Mayor, City Attorney, District Attorney, Public Defender, Assessor-Recorder, Treasurer, and Sheriff) of the City and County of San Francisco for a five (5) year cycle, effective July 1, 2012 through June 30, 2017, in accordance with Charter Section A8.409-1. (Item No. 10)

Speakers: Luz Morganti, Civil Service Commission

Action: Accepted the report. (Vote of 4 to 0)

COMMISSIONERS' ANNOUNCEMENTS/REQUESTS (Item No. 11)

Vice President Favetti requested a timeline on when her requests at the meeting of November 21, 2011 for reports from the Municipal Transportation Agency and the Department of Human Resources would be available and calendared.

ADJOURNMENT (Item No. 12)

3:33 p.m.

PERSONAL SERVICES CONTRACT SUMMARY

DATE: November 9, 2011

DEPARTMENT NAME: Port of San Francisco

DEPARTMENT NUMBER 39

TYPE OF APPROVAL: [] EXPEDITED

[x] REGULAR (OMIT POSTING)

[] CONTINUING

[] ANNUAL

TYPE OF REQUEST:

[x] INITIAL REQUEST

[] MODIFICATION (PSC#)

TYPE OF SERVICE: Hazardous Waste Removal Contract

FUNDING SOURCE: Port Operating/Project Fund

PSC AMOUNT: 5375,000.00

PSC DURATION: January 1, 2012 - December 31, 2014 (3 years)

1. DESCRIPTION OF WORK

A. Concise description of proposed work:

The Contractor shall provide all services, labor, materials, and equipment necessary to provide hazardous waste packaging, removal, transportation and disposal-related tasks. Critical is the ability for the contractor to provide service with little notice, e.g. 24 hrs., 72 hrs., etc.

B. Explain why this service is necessary and the consequences of denial:

The Port property is extensive and open and subject to the abandonment of hazardous wastes. For purposes of safety and regulatory compliance, the Port requires very timely transportation and disposal services of these materials. Without this service the Port is likely to incur repeated notices of violations for failure to manage these materials in a timely way that protects public health and the SF Bay.

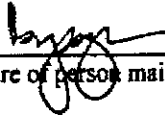
C. Explain how this service has been provided in the past (if this service was previously approved by the Civil Service Commission, indicate most recent personal services contract approval number):

This service has been provided using administrative work orders to other departments for use of their contractors. This process has proven to be too lengthy to satisfy regulatory and safety requirements. We have done work through purchases orders but OCA has requested that we process a PSC because the work requires special expertise.

D. Will the contract(s) be renewed:

This will be an ongoing need, therefore, the contract will need to be renewed and rebid on an ongoing basis.

2. UNION NOTIFICATION: Copy of this summary is to be sent to employee organizations as appropriate (refer to instructions for specific procedures):

IFPTE, Local 21		11/09/2011
Union Name	Signature of person mailing/faxing form	Date
Union Name	Signature of person mailing/faxing form	Date
RFP sent to	, on	Signature
Union Name	Date	Signature
RFP sent to	, on	Signature
Union Name	Date	Signature

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 4074 - 11/12 approved CSC mtg 01/09/12

STAFF ANALYSIS/RECOMMENDATION:
CIVIL SERVICE COMMISSION ACTION:

City and County of San Francisco

3. DESCRIPTION OF REQUIRED SKILLS/EXPERTISE

A. Specify required skills and/or expertise:

Because the work involves hazardous material handling or work in and around potentially hazardous or environmentally sensitive areas, it requires highly trained workers capable of working in hazardous environments in compliance with 29CFR 1910.120. It will also require to abate asbestos, lead and mold, profile hazardous wastes, provide routine and emergency hazardous waste removal, transportation and disposal and recycling. This will also require firms that are state certified asbestos contractors and certified lead workers.

B. Which, if any, civil service class normally performs this work?

- 6130 - Safety Analyst (IFPTE, L21)
- 6138 - Industrial Hygienist (IFPTE, L21)

C. Will contractor provide facilities and/or equipment not currently possessed by the City? If yes, explain:

Yes, they will provide supplies such as steel and poly drums, absorbent, packaging materials, and other material handling equipment, safety equipment and transportation vehicles.

4. WHY CLASSIFIED CIVIL SERVICE CANNOT PERFORM

A. Explain why civil service classes are not applicable:

This is specialty work that is highly regulated and with significant risks. The safe performance of this work is dependent upon extensive training and regular opportunities to utilize the training.

B. Would it be practical to adopt a new civil service class to perform this work? Explain.

It would not be practical to adopt a new civil service class. This is specialty work that is highly regulated. The safe performance of this work is dependent upon extensive training and regular opportunities to utilize the training. The Port's need is sporadic and infrequent enough that a new civil service class is not required, nor is it reasonable to accept the liabilities of the work.

5. ADDITIONAL INFORMATION (if "yes," attach explanation)

A. Will the contractor directly supervise City and County employees?

Yes	No
<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>

B. Will the contractor train City and County employees?

- Describe the training and indicate approximate number of hours.
- Indicate occupational type of City and County employees to receive training (i.e., clerks, civil engineers, etc.) and approximate number to be trained.

C. Are there legal mandates requiring the use of contractual services?

<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>

D. Are there federal or state grant requirements regarding the use of contractual services?

E. Has a board or commission determined that contracting is the most effective way to provide this service?

F. Will the proposed work be completed by a contractor that has a current personal services contract with your department?

<input type="checkbox"/>	<input checked="" type="checkbox"/>
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THE ABOVE INFORMATION IS SUBMITTED AS COMPLETE AND ACCURATE ON BEHALF OF THE DEPARTMENT HEAD:

Signature of Departmental Personal Services Contract Coordinator

Lavenna Holmes

(415) 274-0305

Print or Type Name

Telephone Number

Pier 1 - The Embarcadero

San Francisco, CA 94111

Address

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Additional Attachment(s) of Explanation

◇ **Section 3. Description of Required Skills/Expertise**

3A. Specify required skills and/or expertise

- **29 Code of Federal Regulations – 1910.120**



Regulations (Standards - 29 CFR) - Table of Contents

• Part Number:	1910
• Part Title:	Occupational Safety and Health Standards
• Subpart:	H
• Subpart Title:	Hazardous Materials
• Standard Number:	<u>1910.120</u>
• Title:	Hazardous waste operations and emergency response.
• Appendix:	A, B, C, D, E

1910.120(a)

Scope, application, and definitions. --

1910.120(a)(1)

Scope. This section covers the following operations, unless the employer can demonstrate that the operation does not involve employee exposure or the reasonable possibility for employee exposure to safety or health hazards:

1910.120(a)(1)(i)

Clean-up operations required by a governmental body, whether Federal, state local or other involving hazardous substances that are conducted at uncontrolled hazardous waste sites (including, but not limited to, the EPA's National Priority Site List (NPL), state priority site lists, sites recommended for the EPA NPL, and initial investigations of government identified sites which are conducted before the presence or absence of hazardous substances has been ascertained);

1910.120(a)(1)(ii)

Corrective actions involving clean-up operations at sites covered by the Resource Conservation and Recovery Act of 1976 (RCRA) as amended (42 U.S.C. 6901 *et seq*);

1910.120(a)(1)(iii)

Voluntary clean-up operations at sites recognized by Federal, state, local or other governmental bodies as uncontrolled hazardous waste sites;

1910.120(a)(1)(iv)

Operations involving hazardous waste that are conducted at treatment, storage, disposal (TSD) facilities regulated by 40 CFR Parts 264 and 265 pursuant to RCRA; or by agencies under agreement with U.S.E.P.A. to implement RCRA regulations; and

1910.120(a)(1)(v)

Emergency response operations for releases of, or substantial threats of releases of, hazardous substances without regard to the location of the hazard.

1910.120(a)(2)

Application.

1910.120(a)(2)(i)

All requirements of Part 1910 and Part 1926 of Title 29 of the Code of Federal Regulations apply pursuant to their terms to hazardous waste and emergency response operations whether covered by this section or not. If there is a conflict or overlap, the provision more protective of employee safety and health shall apply without regard to 29 CFR 1910.5(c)(1).

1910.120(a)(2)(ii)

Hazardous substance clean-up operations within the scope of paragraphs (a)(1)(i) through (a)(1)(iii) of this section must comply with all paragraphs of this section except paragraphs (p) and (q).

1910.120(a)(2)(iii)

Operations within the scope of paragraph (a)(1)(iv) of this section must comply only with the requirements of paragraph (p) of this section.

Notes and Exceptions:

1910.120(a)(2)(iii)(A)

All provisions of paragraph (p) of this section cover any treatment, storage or disposal (TSD) operation regulated by 40 CFR parts 264 and 265 or by state law authorized under RCRA, and required to have a permit or interim status from EPA pursuant to 40 CFR 270.1 or from a state agency pursuant to RCRA.

1910.120(a)(2)(iii)(B)

Employers who are not required to have a permit or interim status because they are conditionally exempt small quantity generators under 40 CFR 261.5 or are generators who qualify under 40 CFR 262.34 for exemptions from regulation under 40 CFR parts 264, 265 and 270 ("excepted employers") are not covered by paragraphs (p)(1) through (p)(7) of this section. Excepted employers who are required by the EPA or state agency to have their employees engage in emergency response or who direct their employees to engage in emergency response are covered by paragraph (p)(8) of this section, and cannot be exempted by (p)(8)(i) of this section.

1910.120(a)(2)(iii)(C)

If an area is used primarily for treatment, storage or disposal, any emergency response operations in that area shall comply with paragraph (p) (8) of this section. In other areas not used primarily for treatment, storage, or disposal, any emergency response operations shall comply with paragraph (q) of this section. Compliance with the requirements of paragraph (q) of this section shall be deemed to be in compliance with the requirements of paragraph (p)(8) of this section.

1910.120(a)(2)(iv)

Emergency response operations for releases of, or substantial threats of releases of, hazardous substances which are not covered by paragraphs (a)(1)(i) through (a)(1)(iv) of this section must only comply with the requirements of paragraph (q) of this section.

1910.120(a)(3)

Definitions --

Buddy system means a system of organizing employees into work groups in such a manner that each employee of the work group is designated to be observed by at least one other employee in the work group. The purpose of the buddy system is to provide rapid assistance to employees in the event of an emergency.

Clean-up operation means an operation where hazardous substances are removed, contained, incinerated, neutralized, d stabilized, cleared-up, or in any other manner processed or handled with the ultimate goal of making the site safer for people or the environment.

Decontamination means the removal of hazardous substances from employees and their equipment to the extent necessary to preclude the occurrence of foreseeable adverse health effects.

Emergency response or responding to emergencies means a response effort by employees from outside the immediate release area or by other designated responders (i.e., mutual aid groups, local fire departments, etc.) to an occurrence which results, or is likely to result, in an uncontrolled release of a hazardous substance. Responses to incidental releases of hazardous substances where the substance can be absorbed, neutralized, or otherwise controlled at the time of release by employees in the immediate release area, or by maintenance personnel are not considered to be emergency responses within the scope of this standard. Responses to releases of hazardous substances where there is no potential safety or health hazard (i.e., fire, explosion, or chemical exposure) are not considered to be emergency responses.

Facility means (A) any building, structure, installation, equipment, pipe or pipeline (including any pipe into a sewer or publicly owned treatment works), well, pit, pond, lagoon, impoundment, ditch, storage container, motor vehicle, rolling stock, or aircraft, or (B) any site or area where a hazardous substance has been deposited, stored, disposed of, or placed, or otherwise come to be located; but does not include any consumer product in consumer use or any water-borne vessel.

Hazardous materials response (HAZMAT) team means an organized group of employees, designated by the employer, who are expected to perform work to handle and control actual or potential leaks or spills of hazardous substances requiring possible close approach to the substance. The team members perform responses to releases or potential releases of hazardous substances for the purpose of control or stabilization of the incident. A HAZMAT team is not a fire brigade nor is a typical fire brigade a HAZMAT team. A HAZMAT team, however, may be a separate component of a fire brigade or fire department.

Hazardous substance means any substance designated or listed under (A) through (D) of this definition, exposure to which results or may result in adverse effects on the health or safety of employees:

[A] Any substance defined under section 103(14) of the Comprehensive Environmental Response Compensation and Liability Act (CERCLA) (42 U.S.C. 9601).

[B] Any biologic agent and other disease causing agent which after release into the environment and upon exposure, ingestion, inhalation, or assimilation into any person, either directly from the environment or indirectly by ingestion through food chains, will or may reasonably be anticipated to cause death, disease, behavioral abnormalities, cancer, genetic mutation, physiological malfunctions (including malfunctions in reproduction) or physical deformations in such persons or their offspring.

[C] Any substance listed by the U.S. Department of Transportation as hazardous materials under 49 CFR 172.101 and appendices; and

[D] Hazardous waste as herein defined.

Hazardous waste means --

[A] A waste or combination of wastes as defined in 40 CFR 261.3, or

[B] Those substances defined as hazardous wastes in 49 CFR 171.8.

Hazardous waste operation means any operation conducted within the scope of this standard.

Hazardous waste site or Site means any facility or location within the scope of this standard at which hazardous waste operations take place.

Health hazard means a chemical or a pathogen where acute or chronic health effects may occur in exposed employees. It also includes stress due to temperature extremes. The term *health hazard* includes chemicals that are classified in accordance with the Hazard Communication Standard, 29 CFR 1910.1200, as posing one of the following hazardous effects: Acute toxicity (any route of exposure); skin corrosion or irritation; serious eye damage or eye irritation; respiratory or skin sensitization; germ cell mutagenicity; carcinogenicity; reproductive toxicity; specific target organ toxicity (single or repeated exposure); aspiration toxicity or simple asphyxiant. (See Appendix A to § 1910.1200—Health Hazard Criteria (Mandatory) for the criteria for determining whether a chemical is classified as a health hazard.)

IDLH or Immediately dangerous to life or health means an atmospheric concentration of any toxic, corrosive or asphyxiant substance that poses an immediate threat to life or would interfere with an individual's ability to escape from a dangerous atmosphere.

Oxygen deficiency means that concentration of oxygen by volume below which atmosphere supplying respiratory protection must be provided. It exists in atmospheres where the percentage of oxygen by volume is less than 19.5 percent oxygen.

Permissible exposure limit means the exposure, inhalation or dermal permissible exposure limit specified in 29 CFR Part 1910, Subparts G and Z.

Published exposure level means the exposure limits published in "NIOSH Recommendations for Occupational Health Standards" dated 1986, which is incorporated by reference as specified in § 1910.6, or if none is specified, the exposure limits published in the standards specified by the American Conference of Governmental Industrial Hygienists in their publication "Threshold Limit Values and Biological Exposure Indices for 1987-88" dated 1987, which is incorporated by reference as specified in § 1910.6.

Post emergency response means that portion of an emergency response performed after the immediate threat of a release has been stabilized or eliminated and clean-up of the site has begun. If post emergency response is performed by an employer's own employees who were part of the initial emergency response, it is considered to be part of the initial response and not post emergency response. However, if a group of an employer's own employees, separate from the group providing initial response, performs the clean-up operation, then the separate group of employees would be considered to be performing post-emergency response and subject to paragraph (q)(11) of this section.

Qualified person means a person with specific training, knowledge and experience in the area for which the person has the responsibility and the authority to control.

Site safety and health supervisor (or official) means the individual located on a hazardous waste site who is responsible to the employer and has the authority and knowledge necessary to implement the site safety and health plan and verify compliance with applicable safety and health requirements.

Small quantity generator means a generator of hazardous wastes who in any calendar month generates no more than 1,000 kilograms (2,205) pounds of hazardous waste in that month.

Uncontrolled hazardous waste site means an area identified as an uncontrolled hazardous waste site by a governmental body, whether Federal, state, local or other where an accumulation of hazardous substances creates a threat to the health and safety of individuals or the environment or both. Some sites are found on public lands such as those created by former municipal, county or state landfills where illegal or poorly managed waste disposal has taken place. Other sites are found on private property, often belonging to generators or former generators of hazardous substance wastes. Examples of such sites include, but are not limited to, surface impoundments, landfills, dumps, and tank or drum farms. Normal operations at TSD sites are not covered by this definition.

1910.120(b)

Safety and health program.

NOTE TO (b): Safety and health programs developed and implemented to meet other federal, state, or local regulations are considered acceptable in meeting this requirement if they cover or are modified to cover the topics required in this paragraph. An additional or separate safety and health program is not required by this paragraph.

1910.120(b)(1)

General.

1910.120(b)(1)(i)

Employers shall develop and implement a written safety and health program for their employees involved in hazardous waste operations. The program shall be designed to identify, evaluate, and control safety and health hazards, and provide for emergency response for hazardous waste operations.

1910.120(b)(1)(ii)

The written safety and health program shall incorporate the following:

1910.120(b)(1)(ii)(A)

An organizational structure;

1910.120(b)(1)(ii)(B)

A comprehensive workplan;

1910.120(b)(1)(ii)(C)

A site-specific safety and health plan which need not repeat the employer's standard operating procedures required in paragraph (b)(1)(ii)(F) of this section;

1910.120(b)(1)(ii)(D)

The safety and health training program;

1910.120(b)(1)(ii)(E)

The medical surveillance program;

120(b)(1)(ii)(F)

The employer's standard operating procedures for safety and health; and

1910.120(b)(1)(ii)(G)

Any necessary interface between general program and site specific activities.

1910.120(b)(1)(iii)

Site excavation. Site excavations created during initial site preparation or during hazardous waste operations shall be shored or sloped as appropriate to prevent accidental collapse in accordance with Subpart P of 29 CFR Part 1926.

1910.120(b)(1)(iv)

Contractors and sub-contractors. An employer who retains contractor or sub-contractor services for work in hazardous waste operations shall inform those contractors, sub-contractors, or their representatives of the site emergency response procedures and any potential fire, explosion, health, safety or other hazards of the hazardous waste operation that have been identified by the employer's information program.

1910.120(b)(1)(v)

Program availability. The written safety and health program shall be made available to any contractor or subcontractor or their representative who will be involved with the hazardous waste operation; to employees; to employee designated representatives; to OSHA personnel, and to personnel of other Federal, state, or local agencies with regulatory authority over the site.

1910.120(b)(2)

Organizational structure part of the site program. --

1910.120(b)(2)(i)

The organizational structure part of the program shall establish the specific chain of command and specify the overall responsibilities of supervisors and employees. It shall include, at a minimum, the following elements:

1910.120(b)(2)(i)(A)

A general supervisor who has the responsibility and authority to direct all hazardous waste operations.

120(b)(2)(i)(B)

A site safety and health supervisor who has the responsibility and authority to develop and implement the site safety and health plan and verify compliance.

1910.120(b)(2)(i)(C)

All other personnel needed for hazardous waste site operations and emergency response and their general functions and responsibilities.

1910.120(b)(2)(i)(D)

The lines of authority, responsibility, and communication.

1910.120(b)(2)(ii)

The organizational structure shall be reviewed and updated as necessary to reflect the current status of waste site operations.

1910.120(b)(3)

Comprehensive workplan part of the site program. The comprehensive workplan part of the program shall address the tasks and objectives of the site operations and the logistics and resources required to reach those tasks and objectives.

1910.120(b)(3)(i)

The comprehensive workplan shall address anticipated clean-up activities as well as normal operating procedures which need not repeat the employer's procedures available elsewhere.

1910.120(b)(3)(ii)

The comprehensive workplan shall define work tasks and objectives and identify the methods for accomplishing those tasks and objectives.

1910.120(b)(3)(iii)

The comprehensive workplan shall establish personnel requirements for implementing the plan.

1910.120(b)(3)(iv)

The comprehensive workplan shall provide for the implementation of the training required in paragraph (e) of this section.

20(b)(3)(v)

The comprehensive workplan shall provide for the implementation of the required informational programs required in paragraph (i) of this section.

1910.120(b)(3)(vi)

The comprehensive workplan shall provide for the implementation of the medical surveillance program described in paragraph (f) if this section.

1910.120(b)(4)

Site-specific safety and health plan part of the program. --

1910.120(b)(4)(i)

General. The site safety and health plan, which must be kept on site, shall address the safety and health hazards of each phase of site operation and include the requirements and procedures for employee protection.

1910.120(b)(4)(ii)

Elements. The site safety and health plan, as a minimum, shall address the following:

1910.120(b)(4)(ii)(A)

A safety and health risk or hazard analysis for each site task and operation found in the workplan.

1910.120(b)(4)(ii)(B)

Employee training assignments to assure compliance with paragraph (e) of this section.

1910.120(b)(4)(ii)(C)

Personal protective equipment to be used by employees for each of the site tasks and operations being conducted as required by the personal protective equipment program in paragraph (g)(5) of this section.

1910.120(b)(4)(ii)(D)

Medical surveillance requirements in accordance with the program in paragraph (f) of this section.

1910.120(b)(4)(ii)(E)

Frequency and types of air monitoring, personnel monitoring, and environmental sampling techniques and instrumentation to be used, including methods of maintenance and calibration of monitoring and sampling equipment to be used.

1910.120(b)(4)(ii)(F)

Site control measures in accordance with the site control program required in paragraph (d) of this section.

1910.120(b)(4)(ii)(G)

Decontamination procedures in accordance with paragraph (k) of this section.

1910.120(b)(4)(ii)(H)

An emergency response plan meeting the requirements of paragraph (l) of this section for safe and effective responses to emergencies, including the necessary PPE and other equipment.

1910.120(b)(4)(ii)(I)

Confined space entry procedures.

1910.120(b)(4)(ii)(J)

A spill containment program meeting the requirements of paragraph (j) of this section.

1910.120(b)(4)(iii)

Pre-entry briefing. The site specific safety and health plan shall provide for pre-entry briefings to be held prior to initiating any site activity, and at such other times as necessary to ensure that employees are apprised of the site safety and health plan and that this plan is being followed. The information and data obtained from site characterization and analysis work required in paragraph (c) of this section shall be used to prepare and update the site safety and health plan.

1910.120(b)(4)(iv)

Effectiveness of site safety and health plan. Inspections shall be conducted by the site safety and health supervisor or, in the absence of that individual, another individual who is knowledgeable in occupational safety and health, acting on behalf of the employer as necessary to determine the effectiveness of the site safety and health plan. Any deficiencies in the effectiveness of the site safety and health plan shall be corrected by the employer.

1910.120(c)

Site characterization and analysis --

1910.120(c)(1)

General. Hazardous waste sites shall be evaluated in accordance with this paragraph to identify specific site hazards and to determine the appropriate safety and health control procedures needed to protect employees from the identified hazards.

1910.120(c)(2)

Preliminary evaluation. A preliminary evaluation of a site's characteristics shall be performed prior to site entry by a qualified person in order to aid in the selection of appropriate employee protection methods prior to site entry. Immediately after initial site entry, a more detailed evaluation of the site's specific characteristics shall be performed by a qualified person in order to further identify existing site hazards and to further aid in the selection of the appropriate engineering controls and personal protective equipment for the tasks to be performed.

1910.120(c)(3)

Hazard identification. All suspected conditions that may pose inhalation or skin absorption hazards that are immediately

dangerous to life or health (IDLH) or other conditions that may cause death or serious harm shall be identified during the preliminary survey and evaluated during the detailed survey. Examples of such hazards include, but are not limited to, confined space entry, potentially explosive or flammable situations, visible vapor clouds, or areas where biological indicators such as dead animals or vegetation are located.

120(c)(4)

Required information. The following information to the extent available shall be obtained by the employer prior to allowing employees to enter a site:

1910.120(c)(4)(i)

Location and approximate size of the site.

1910.120(c)(4)(ii)

Description of the response activity and/or the job task to be performed.

1910.120(c)(4)(iii)

Duration of the planned employee activity.

1910.120(c)(4)(iv)

Site topography and accessibility by air and roads.

1910.120(c)(4)(v)

Safety and health hazards expected at the site.

1910.120(c)(4)(vi)

Pathways for hazardous substance dispersion.

1910.120(c)(4)(vii)

Present status and capabilities of emergency response teams that would provide assistance to on-site employees at the time of an emergency.

1910.120(c)(4)(viii)

Hazardous substances and health hazards involved or expected at the site and their chemical and physical properties.

1910.120(c)(5)

Personal protective equipment. Personal protective equipment (PPE) shall be provided and used during initial site entry in accordance with the following requirements:

1910.120(c)(5)(i)

Based upon the results of the preliminary site evaluation, an ensemble of PPE shall be selected and used during initial site entry which will provide protection to a level of exposure below permissible exposure limits and published exposure levels for known or suspected hazardous substances and health hazards and which will provide protection against other known and suspected hazards identified during the preliminary site evaluation. If there is no permissible exposure limit or published exposure level, the employer may use other published studies and information as a guide to appropriate personal protective equipment.

1910.120(c)(5)(ii)

If positive-pressure self-contained breathing apparatus is not used as part of the entry ensemble, and if respiratory protection is warranted by the potential hazards identified during the preliminary site evaluation, an escape self-contained breathing apparatus of at least five minute's duration shall be carried by employees during initial site entry.

1910.120(c)(5)(iii)

If the preliminary site evaluation does not produce sufficient information to identify the hazards or suspected hazards of the site an ensemble providing equivalent to Level B PPE shall be provided as minimum protection, and direct reading instruments shall be used as appropriate for identifying IDLH conditions. (See Appendix B for guidelines on Level B protective equipment.)

1910.120(c)(5)(iv)

Once the hazards of the site have been identified, the appropriate PPE shall be selected and used in accordance with paragraph (g) of this section.

1910.120(c)(5)

Monitoring. The following monitoring shall be conducted during initial site entry when the site evaluation produces information which shows the potential for ionizing radiation or IDLH conditions, or when the site information is not sufficient reasonably to eliminate these possible conditions:

1910.120(c)(6)(i)

Monitoring with direct reading instruments for hazardous levels of ionizing radiation.

1910.120(c)(6)(ii)

Monitoring the air with appropriate direct reading test equipment for (i.e., combustible gas meters, detector tubes) for IDLH and other conditions that may cause death or serious harm (combustible or explosive atmospheres, oxygen deficiency, toxic substances.)

1910.120(c)(6)(iii)

Visually observing for signs of actual or potential IDLH or other dangerous conditions.

1910.120(c)(6)(iv)

An ongoing air monitoring program in accordance with paragraph (h) of this section shall be implemented after site characterization has determined the site is safe for the start-up of operations.

1910.120(c)(7)

Risk identification. Once the presence and concentrations of specific hazardous substances and health hazards have been established, the risks associated with these substances shall be identified. Employees who will be working on the site shall be informed of any risks that have been identified. In situations covered by the Hazard Communication Standard, 29 CFR 1910.1200, training required by that standard need not be duplicated.

NOTE TO PARAGRAPH (c)(7). - Risks to consider include, but are not limited to:

- [a] Exposures exceeding the permissible exposure limits and published exposure levels.
- [b] IDLH Concentrations.
- [c] Potential Skin Absorption and Irritation Sources.
- [d] Potential Eye Irritation Sources.
- [e] Explosion Sensitivity and Flammability Ranges.
- [f] Oxygen deficiency.

1910.120(c)(8)

Employee notification. Any information concerning the chemical, physical, and toxicologic properties of each substance known or expected to be present on site that is available to the employer and relevant to the duties an employee is expected to perform shall be made available to the affected employees prior to the commencement of their work activities. The employer may utilize information developed for the hazard communication standard for this purpose.

1910.120(d)

Site control. --

1910.120(d)(1)

General. Appropriate site control procedures shall be implemented to control employee exposure to hazardous substances before clean-up work begins.

1910.120(d)(2)

Site control program. A site control program for protecting employees which is part of the employer's site safety and health program required in paragraph (b) of this section shall be developed during the planning stages of a hazardous waste clean-up operation and modified as necessary as new information becomes available.

1910.120(d)(3)

Elements of the site control program. The site control program shall, as a minimum, include: A site map; site work zones; the use of a "buddy system"; site communications including alerting means for emergencies; the standard operating procedures or safe work practices; and, identification of the nearest medical assistance. Where these requirements are covered elsewhere they need not be repeated.

1910.120(e)

Training. --

1910.120(e)(1)

General.

1910.120(e)(1)(i)

All employees working on site (such as but not limited to equipment operators, general laborers and others) exposed to hazardous substances, health hazards, or safety hazards and their supervisors and management responsible for the site shall receive training meeting the requirements of this paragraph before they are permitted to engage in hazardous waste operations that could expose them to hazardous substances, safety, or health hazards, and they shall receive review training as specified in this paragraph.

1910.120(e)(1)(ii)

Employees shall not be permitted to participate in or supervise field activities until they have been trained to a level required by their job function and responsibility.

1910.120(e)(2)

Elements to be covered. The training shall thoroughly cover the following:

1910.120(e)(2)(i)

Names of personnel and alternates responsible for site safety and health;

1910.120(e)(2)(ii)

Safety, health and other hazards present on the site;

1910.120(e)(2)(iii)

Use of personal protective equipment;

1910.120(e)(2)(iv)

Work practices by which the employee can minimize risks from hazards;

1910.120(e)(2)(v)

Safe use of engineering controls and equipment on the site;

20(e)(2)(vi)

Medical surveillance requirements including recognition of symptoms and signs which might indicate over exposure to hazards; and

1910.120(e)(2)(vii)

The contents of paragraphs (G) through (J) of the site safety and health plan set forth in paragraph (b)(4)(ii) of this section.

1910.120(e)(3)

Initial training.

1910.120(e)(3)(f)

General site workers (such as equipment operators, general laborers and supervisory personnel) engaged in hazardous substance removal or other activities which expose or potentially expose workers to hazardous substances and health hazards shall receive a minimum of 40 hours of instruction off the site, and a minimum of three days actual field experience under the direct supervision of a trained experienced supervisor.

1910.120(e)(3)(ii)

Workers on site only occasionally for a specific limited task (such as, but not limited to, ground water monitoring, land surveying, or geophysical surveying) and who are unlikely to be exposed over permissible exposure limits and published exposure limits shall receive a minimum of 24 hours of instruction off the site, and the minimum of one day actual field experience under the direct supervision of a trained, experienced supervisor.

1910.120(e)(3)(iii)

Workers regularly on site who work in areas which have been monitored and fully characterized indicating that exposures are under permissible exposure limits and published exposure limits where respirators are not necessary, and the characterization indicates that there are no health hazards or the possibility of an emergency developing, shall receive a minimum of 24 hours of instruction off the site, and the minimum of one day actual field experience under the direct supervision of a trained, experienced supervisor.

1910.120(e)(3)(iv)

Workers with 24 hours of training who are covered by paragraphs (e)(3)(ii) and (e)(3)(iii) of this section, and who become general site workers or who are required to wear respirators, shall have the additional 16 hours and two days of training necessary to total the training specified in paragraph (e)(3)(f).

1910.120(e)(4)

Management and supervisor training. On-site management and supervisors directly responsible for, or who supervise employees engaged in, hazardous waste operations shall receive 40 hours initial training, and three days of supervised field experience (the training may be reduced to 24 hours and one day if the only area of their responsibility is employees covered by paragraphs (e)(3)(ii) and (e)(3)(iii)) and at least eight additional hours of specialized training at the time of job assignment on such topics as, but not limited to, the employer's safety and health program and the associated employee training program, personal protective equipment program, spill containment program, and health hazard monitoring procedure and techniques.

1910.120(e)(5)

Qualifications for trainers. Trainers shall be qualified to instruct employees about the subject matter that is being presented in training. Such trainers shall have satisfactorily completed a training program for teaching the subjects they are expected to teach, or they shall have the academic credentials and instructional experience necessary for teaching the subjects. Instructors shall demonstrate competent instructional skills and knowledge of the applicable subject matter.

1910.120(e)(6)

Training certification. Employees and supervisors that have received and successfully completed the training and field experience specified in paragraphs (e)(1) through (e)(4) of this section shall be certified by their instructor or the head instructor and trained supervisor as having completed the necessary training. A written certificate shall be given to each person so certified. Any person who has not been so certified or who does not meet the requirements of paragraph (e)(9) of this section shall be prohibited from engaging in hazardous waste operations.

1910.120(e)(7)

Emergency response. Employees who are engaged in responding to hazardous emergency situations at hazardous waste clean-up sites that may expose them to hazardous substances shall be trained in how to respond to such expected emergencies.

1910.120(e)(8)

Refresher training. Employees specified in paragraph (e)(1) of this section, and managers and supervisors specified in paragraph (e)(4) of this section, shall receive eight hours of refresher training annually on the items specified in paragraph (e)(2) and/or (e)(4) of this section, any critique of incidents that have occurred in the past year that can serve as training examples of related work, and other relevant topics.

1910.120(e)(9)

Equivalent training. Employers who can show by documentation or certification that an employee's work experience and/or training has resulted in training equivalent to that training required in paragraphs (e)(1) through (e)(4) of this section shall

not be required to provide the initial training requirements of those paragraphs to such employees and shall provide a copy of the certification or documentation to the employee upon request. However, certified employees or employees with equivalent training new to a site shall receive appropriate, site specific training before site entry and have appropriate supervised field experience at the new site. Equivalent training includes any academic training or the training that existing employees might have already received from actual hazardous waste site experience.

1910.120(f)

Medical surveillance --

1910.120(f)(1)

General. Employees engaged in operations specified in paragraphs (a)(1)(i) through (a)(1)(iv) of this section and not covered by (a)(2)(iii) exceptions and employers of employees specified in paragraph (q)(9) shall institute a medical surveillance program in accordance with this paragraph.

1910.120(f)(2)

Employees covered. The medical surveillance program shall be instituted by the employer for the following employees:

1910.120(f)(2)(i)

All employees who are or may be exposed to hazardous substances or health hazards at or above the established permissible exposure limit, above the published exposure levels for these substances, without regard to the use of respirators, for 30 days or more a year;

1910.120(f)(2)(ii)

All employees who wear a respirator for 30 days or more a year or as required by 1910.134;

1910.120(f)(2)(iii)

All employees who are injured, become ill or develop signs or symptoms due to possible overexposure involving hazardous substances or health hazards from an emergency response or hazardous waste operation; and

1910.120(f)(2)(iv)

Members of HAZMAT teams.

1910.120(f)(3)

Frequency of medical examinations and consultations. Medical examinations and consultations shall be made available by the employer to each employee covered under paragraph (f)(2) of this section on the following schedules:

1910.120(f)(3)(i)

For employees covered under paragraphs (f)(2)(i), (f)(2)(ii), and (f)(2)(iv);

1910.120(f)(3)(i)(A)

Prior to assignment;

1910.120(f)(3)(i)(B)

At least once every twelve months for each employee covered unless the attending physician believes a longer interval (not greater than biennially) is appropriate;

1910.120(f)(3)(i)(C)

At termination of employment or reassignment to an area where the employee would not be covered if the employee has not had an examination within the last six months.

1910.120(f)(3)(i)(D)

As soon as possible upon notification by an employee that the employee has developed signs or symptoms indicating possible overexposure to hazardous substances or health hazards, or that the employee has been injured or exposed above the permissible exposure limits or published exposure levels in an emergency situation;

1910.120(f)(3)(i)(E)

At more frequent times, if the examining physician determines that an increased frequency of examination is medically necessary.

1910.120(f)(3)(ii)

For employees covered under paragraph (f)(2)(iii) and for all employees including of employers covered by paragraph (a)(1)(iv) who may have been injured, received a health impairment, developed signs or symptoms which may have resulted from exposure to hazardous substances resulting from an emergency incident, or exposed during an emergency incident to hazardous substances at concentrations above the permissible exposure limits or the published exposure levels without the necessary personal protective equipment being used:

1910.120(f)(3)(ii)(A)

As soon as possible following the emergency incident or development of signs or symptoms;

1910.120(f)(3)(ii)(B)

At additional times, if the examining physician determines that follow-up examinations or consultations are medically necessary.

1910.120(f)(4)

Content of medical examinations and consultations.

1910.120(f)(4)(i)

Medical examinations required by paragraph (f)(3) of this section shall include a medical and work history (or updated history if one is in the employee's file) with special emphasis on symptoms related to the handling of hazardous substances and health hazards, and to fitness for duty including the ability to wear any required PPE under conditions (i.e., temperature extremes) that may be expected at the work site.

1910.120(f)(4)(ii)

The content of medical examinations or consultations made available to employees pursuant to paragraph (f) shall be determined by the attending physician. The guidelines in the *Occupational Safety and Health Guidance Manual for Hazardous Waste Site Activities* (See Appendix D, reference # 10) should be consulted.

1910.120(f)(5)

Examination by a physician and costs. All medical examinations and procedures shall be performed by or under the supervision of a licensed physician, preferably one knowledgeable in occupational medicine, and shall be provided without cost to the employee, without loss of pay, and at a reasonable time and place.

1910.120(f)(6)

Information provided to the physician. The employer shall provide one copy of this standard and its appendices to the attending physician and in addition the following for each employee:

1910.120(f)(6)(i)

A description of the employee's duties as they relate to the employee's exposures,

1910.120(f)(6)(ii)

The employee's exposure levels or anticipated exposure levels.

1910.120(f)(6)(iii)

A description of any personal protective equipment used or to be used.

1910.120(f)(6)(iv)

Information from previous medical examinations of the employee which is not readily available to the examining physician.

1910.120(f)(6)(v)

Information required by §1910.134.

1910.120(f)(7)

Physician's written opinion.

1910.120(f)(7)(i)

The employer shall obtain and furnish the employee with a copy of a written opinion from the examining physician containing the following:

1910.120(f)(7)(i)(A)

The physician's opinion as to whether the employee has any detected medical conditions which would place the employee at increased risk of material impairment of the employee's health from work in hazardous waste operations or emergency response, or from respirator use.

1910.120(f)(7)(i)(B)

The physician's recommended limitations upon the employees assigned work.

1910.120(f)(7)(i)(C)

The results of the medical examination and tests if requested by the employee.

1910.120(f)(7)(i)(D)

A statement that the employee has been informed by the physician of the results of the medical examination and any medical conditions which require further examination or treatment.

1910.120(f)(7)(ii)

The written opinion obtained by the employer shall not reveal specific findings or diagnoses unrelated to occupational exposure.

1910.120(f)(8)

Recordkeeping.

1910.120(f)(8)(i)

An accurate record of the medical surveillance required by paragraph (f) of this section shall be retained. This record shall be retained for the period specified and meet the criteria of 29 CFR 1910.1020.

1910.120(f)(8)(ii)

The record required in paragraph (f)(8)(i) of this section shall include at least the following information:

1910.120(f)(8)(ii)(A)

The name and social security number of the employee;

1910.120(f)(8)(ii)(B)

Physicians' written opinions, recommended limitations and results of examinations and tests;

1910.120(f)(8)(ii)(C)

Any employee medical complaints related to exposure to hazardous substances;

1910.120(f)(8)(ii)(D)

A copy of the information provided to the examining physician by the employer, with the exception of the standard and its appendices.

1910.120(g)

Engineering controls, work practices, and personal protective equipment for employee protection. Engineering controls, work practices and PPE for substances regulated in Subpart Z. (i) Engineering controls, work practices, personal protective equipment, or a combination of these shall be implemented in accordance with this paragraph to protect employees from exposure to hazardous substances and safety and health hazards.

1910.120(g)(1)

Engineering controls, work practices and PPE for substances regulated in Subparts G and Z.

1910.120(g)(1)(i)

Engineering controls and work practices shall be instituted to reduce and maintain employee exposure to or below the permissible exposure limits for substances regulated by 29 CFR Part 1910, to the extent required by Subpart Z, except to the extent that such controls and practices are not feasible.

NOTE TO PARAGRAPH (g)(1)(i): Engineering controls which may be feasible include the use of pressurized cabs or control booths on equipment, and/or the use of remotely operated material handling equipment. Work practices which may be feasible are removing all non-essential employees from potential exposure during opening of drums, wetting down dusty operations and locating employees upwind of possible hazards.

1910.120(g)(1)(ii)

Whenever engineering controls and work practices are not feasible, or not required, any reasonable combination of engineering controls, work practices and PPE shall be used to reduce and maintain to or below the permissible exposure limits or dose limits for substances regulated by 29 CFR Part 1910, Subpart Z.

1910.120(g)(1)(iii)

The employer shall not implement a schedule of employee rotation as a means of compliance with permissible exposure limits or dose limits except when there is no other feasible way of complying with the airborne or dermal dose limits for ionizing radiation.

1910.120(g)(1)(iv)

The provisions of 29 CFR, subpart G, shall be followed.

1910.120(g)(2)

Engineering controls, work practices, and PPE for substances not regulated in Subparts G and Z. An appropriate combination of engineering controls, work practices, and personal protective equipment shall be used to reduce and maintain employee exposure to or below published exposure levels for hazardous substances and health hazards not regulated by 29 CFR Part 1910, Subparts G and Z. The employer may use the published literature and SDS as a guide in making the employer's determination as to what level of protection the employer believes is appropriate for hazardous substances and health hazards for which there is no permissible exposure limit or published exposure limit.

1910.120(g)(3)

Personal protective equipment selection.

1910.120(g)(3)(i)

Personal protective equipment (PPE) shall be selected and used which will protect employees from the hazards and potential hazards they are likely to encounter as identified during the site characterization and analysis.

1910.120(g)(3)(ii)

Personal protective equipment selection shall be based on an evaluation of the performance characteristics of the PPE relative to the requirements and limitations of the site, the task-specific conditions and duration, and the hazards and potential hazards identified at the site.

1910.120(g)(3)(iii)

Positive pressure self-contained breathing apparatus, or positive pressure air-line respirators equipped with an escape air supply shall be used when chemical exposure levels present will create a substantial possibility of immediate death, immediate serious illness or injury, or impair the ability to escape.

1910.120(g)(3)(iv)

Totally-encapsulating chemical protective suits (protection equivalent to Level A protection as recommended in Appendix B) shall be used in conditions where skin absorption of a hazardous substance may result in a substantial possibility of immediate death, immediate serious illness or injury, or impair the ability to escape.

1910.120(g)(3)(v)

The level of protection provided by PPE selection shall be increased when additional information or site conditions show that increased protection is necessary to reduce employee exposures below permissible exposure limits and published exposure

levels for hazardous substances and health hazards. (See Appendix B for guidance on selecting PPE ensembles.)

NOTE TO PARAGRAPH (g)(3): The level of employee protection provided may be decreased when additional information or site conditions show that decreased protection will not result in hazardous exposures to employees.

120(g)(3)(vi)

Personal protective equipment shall be selected and used to meet the requirements of 29 CFR Part 1910, Subpart I, and additional requirements specified in this section.

1910.120(g)(4)

Totally-encapsulating chemical protective suits.

1910.120(g)(4)(i)

Totally-encapsulating suits shall protect employees from the particular hazards which are identified during site characterization and analysis.

1910.120(g)(4)(ii)

Totally-encapsulating suits shall be capable of maintaining positive air pressure. (See Appendix A for a test method which may be used to evaluate this requirement.)

1910.120(g)(4)(iii)

Totally-encapsulating suits shall be capable of preventing inward test gas leakage of more than 0.5 percent. (See Appendix A for a test method which may be used to evaluate this requirement.)

1910.120(g)(5)

Personal protective equipment (PPE) program. A personal protective equipment program, which is part of the employer's safety and health program required in paragraph (b) of this section or required in paragraph (p)(1) of this section and which is also a part of the site-specific safety and health plan shall be established. The PPE program shall address the elements listed below. When elements, such as donning and doffing procedures, are provided by the manufacturer of a piece of equipment and are attached to the plan, they need not be rewritten into the plan as long as they adequately address the procedure or element.

1910.120(g)(5)(i)

PPE selection based upon site hazards,

1910.120(g)(5)(ii)

PPE use and limitations of the equipment,

120(g)(5)(iii)

Work mission duration,

1910.120(g)(5)(iv)

PPE maintenance and storage,

1910.120(g)(5)(v)

PPE decontamination and disposal,

1910.120(g)(5)(vi)

PPE training and proper fitting,

1910.120(g)(5)(vii)

PPE donning and doffing procedures,

1910.120(g)(5)(viii)

PPE inspection procedures prior to, during, and after use,

1910.120(g)(5)(ix)

Evaluation of the effectiveness of the PPE program, and

1910.120(g)(5)(x)

Limitations during temperature extremes, heat stress, and other appropriate medical considerations.

1910.120(h)

Monitoring. --

1910.120(h)(1)

General.

1910.120(h)(1)(i)

Monitoring shall be performed in accordance with this paragraph where there may be a question of employee exposure to hazardous concentrations of hazardous substances in order to assure proper selection of engineering controls, work practices and personal protective equipment so that employees are not exposed to levels which exceed permissible exposure limits, or published exposure levels if there are no permissible exposure limits, for hazardous substances.

1910.120(h)(1)(ii)

Air monitoring shall be used to identify and quantify airborne levels of hazardous substances and safety and health hazards in order to determine the appropriate level of employee protection needed on site.

1910.120(h)(2)

Initial entry. Upon initial entry, representative air monitoring shall be conducted to identify any IDLH condition, exposure over permissible exposure limits or published exposure levels, exposure over a radioactive material's dose limits or other dangerous condition such as the presence of flammable atmospheres, oxygen-deficient environments.

1910.120(h)(3)

Periodic monitoring. Periodic monitoring shall be conducted when the possibility of an IDLH condition or flammable atmosphere has developed or when there is indication that exposures may have risen over permissible exposure limits or published exposure levels since prior monitoring. Situations where it shall be considered whether the possibility that exposures have risen are as follows:

1910.120(h)(3)(i)

When work begins on a different portion of the site.

1910.120(h)(3)(ii)

When contaminants other than those previously identified are being handled.

1910.120(h)(3)(iii)

When a different type of operation is initiated (e.g., drum opening as opposed to exploratory well drilling.)

1910.120(h)(3)(iv)

When employees are handling leaking drums or containers or working in areas with obvious liquid contamination (e.g., a spill or lagoon.)

1910.120(h)(4)

Monitoring of high-risk employees. After the actual clean-up phase of any hazardous waste operation commences; for example, when soil, surface water or containers are moved or disturbed; the employer shall monitor those employees likely to have the highest exposures to those hazardous substances and health hazards likely to be present above permissible exposure limits or published exposure levels by using personal sampling frequently enough to characterize employee exposures. The employer may utilize a representative sampling approach by documenting that the employees and chemicals chosen for monitoring are based on the criteria stated in the first sentence of this paragraph. If the employees likely to have the highest exposure are over permissible exposure limits or published exposure limits, then monitoring shall continue to determine all employees likely to be above those limits. The employer may utilize a representative sampling approach by documenting that the employees and chemicals chosen for monitoring are based on the criteria stated above.

NOTE TO PARAGRAPH (h): It is not required to monitor employees engaged in site characterization operations covered by paragraph (c) of this section.

1910.120(i)

Informational programs. Employers shall develop and implement a program which is part of the employer's safety and health program required in paragraph (b) of this section to inform employees, contractors, and subcontractors (or their representative) actually engaged in hazardous waste operations of the nature, level and degree of exposure likely as a result of participation in such hazardous waste operations. Employees, contractors and subcontractors working outside of the operations part of a site are not covered by this standard.

1910.120(j)

Handling drums and containers --

1910.120(j)(1)

General.

1910.120(j)(1)(i)

Hazardous substances and contaminated, liquids and other residues shall be handled, transported, labeled, and disposed of in accordance with this paragraph.

1910.120(j)(1)(ii)

Drums and containers used during the clean-up shall meet the appropriate DOT, OSHA, and EPA regulations for the wastes that they contain.

1910.120(j)(1)(iii)

When practical, drums and containers shall be inspected and their integrity shall be assured prior to being moved. Drums or containers that cannot be inspected before being moved because of storage conditions (i.e., buried beneath the earth, stacked behind other drums, stacked several tiers high in a pile, etc.) shall be moved to an accessible location and inspected prior to further handling.

1910.120(j)(1)(iv)

Unlabeled drums and containers shall be considered to contain hazardous substances and handled accordingly until the contents are positively identified and labeled.

1910.120(j)(1)(v)

Site operations shall be organized to minimize the amount of drum or container movement.

1910.120(j)(1)(vi)

Prior to movement of drums or containers, all employees exposed to the transfer operation shall be warned of the potential hazards associated with the contents of the drums or containers.

1910.120(j)(1)(vii)

U.S. Department of Transportation specified salvage drums or containers and suitable quantities of proper absorbent shall be kept available and used in areas where spills, leaks, or ruptures may occur.

1910.120(j)(1)(viii)

Where major spills may occur, a spill containment program, which is part of the employer's safety and health program required in paragraph (b) of this section, shall be implemented to contain and isolate the entire volume of the hazardous substance being transferred.

1910.120(j)(1)(ix)

Drums and containers that cannot be moved without rupture, leakage, or spillage shall be emptied into a sound container using a device classified for the material being transferred.

1910.120(j)(1)(x)

A ground-penetrating system or other type of detection system or device shall be used to estimate the location and depth of buried drums or containers.

1910.120(j)(1)(xi)

Soil or covering material shall be removed with caution to prevent drum or container rupture.

1910.120(j)(1)(xii)

Fire extinguishing equipment meeting the requirements of 29 CFR Part 1910, Subpart L, shall be on hand and ready for use to control incipient fires.

1910.120(j)(2)

Opening drums and containers. The following procedures shall be followed in areas where drums or containers are being opened:

1910.120(j)(2)(i)

Where an airline respirator system is used, connections to the source of air supply shall be protected from contamination and the entire system shall be protected from physical damage.

1910.120(j)(2)(ii)

Employees not actually involved in opening drums or containers shall be kept a safe distance from the drums or containers being opened.

1910.120(j)(2)(iii)

If employees must work near or adjacent to drums or containers being opened, a suitable shield that does not interfere with the work operation shall be placed between the employee and the drums or containers being opened to protect the employee in case of accidental explosion.

1910.120(j)(2)(iv)

Controls for drum or container opening equipment, monitoring equipment, and fire suppression equipment shall be located behind the explosion-resistant barrier.

1910.120(j)(2)(v)

When there is a reasonable possibility of flammable atmospheres being present, material handling equipment and hand tools shall be of the type to prevent sources of ignition.

1910.120(j)(2)(vi)

Drums and containers shall be opened in such a manner that excess interior pressure will be safely relieved. If pressure cannot be relieved from a remote location, appropriate shielding shall be placed between the employee and the drums or containers to reduce the risk of employee injury.

1910.120(j)(2)(vii)

Employees shall not stand upon or work from drums or containers.

1910.120(j)(3)

Material handling equipment. Material handling equipment used to transfer drums and containers shall be selected, positioned and operated to minimize sources of ignition related to the equipment from igniting vapors released from ruptured drums or containers.

1910.120(j)(4)

Radioactive wastes. Drums and containers containing radioactive wastes shall not be handled until such time as their hazard to employees is properly assessed.

1910.120(j)(5)

Shock sensitive wastes. As a minimum, the following special precautions shall be taken when drums and containers containing or suspected of containing shock-sensitive wastes are handled:

1910.120(j)(5)(i)

All non-essential employees shall be evacuated from the area of transfer.

1910.120(j)(5)(ii)

Material handling equipment shall be provided with explosive containment devices or protective shields to protect equipment operators from exploding containers.

1910.120(j)(5)(iii)

An employee alarm system capable of being perceived above surrounding light and noise conditions shall be used to signal the commencement and completion of explosive waste handling activities.

1910.120(j)(5)(iv)

Continuous communications (i.e., portable radios, hand signals, telephones, as appropriate) shall be maintained between the employee-in-charge of the immediate handling area and both the site safety and health supervisor and the command post until such time as the handling operation is completed. Communication equipment or methods that could cause shock sensitive materials to explode shall not be used.

1910.120(j)(5)(v)

Drums and containers under pressure, as evidenced by bulging or swelling, shall not be moved until such time as the cause for excess pressure is determined and appropriate containment procedures have been implemented to protect employees from explosive relief of the drum.

1910.120(j)(5)(vi)

Drums and containers containing packaged laboratory wastes shall be considered to contain shock-sensitive or explosive materials until they have been characterized.

Caution: Shipping of shock sensitive wastes may be prohibited under U.S. Department of Transportation regulations. Employers and their shippers should refer to 49 CFR 173.21 and 173.50.

1910.120(j)(6)

Laboratory waste packs. In addition to the requirements of paragraph (j)(5) of this section, the following precautions shall be taken, as a minimum, in handling laboratory waste packs (lab packs):

1910.120(j)(6)(i)

Lab packs shall be opened only when necessary and then only by an individual knowledgeable in the inspection, classification, and segregation of the containers within the pack according to the hazards of the wastes.

1910.120(j)(6)(ii)

If crystalline material is noted on any container, the contents shall be handled as a shock-sensitive waste until the contents are identified.

1910.120(j)(7)

Sampling of drum and container contents. Sampling of containers and drums shall be done in accordance with a sampling procedure which is part of the site safety and health plan developed for and available to employees and others at the specific worksite.

1910.120(j)(8)

Shipping and transport.

1910.120(j)(8)(i)

Drums and containers shall be identified and classified prior to packaging for shipment.

1910.120(j)(8)(ii)

Drum or container staging areas shall be kept to the minimum number necessary to safely identify and classify materials and prepare them for transport.

1910.120(j)(8)(iii)

Staging areas shall be provided with adequate access and egress routes.

1910.120(j)(8)(iv)

Bulking of hazardous wastes shall be permitted only after a thorough characterization of the materials has been completed.

1910.120(j)(9)

Tank and vault procedures.

1910.120(j)(9)(i)

Tanks and vaults containing hazardous substances shall be handled in a manner similar to that for drums and containers, taking into consideration the size of the tank or vault.

1910.120(j)(9)(ii)

Appropriate tank or vault entry procedures as described in the employer's safety and health plan shall be followed whenever employees must enter a tank or vault.

1910.120(k)

Decontamination --

1910.120(k)(1)

General. Procedures for all phases of decontamination shall be developed and implemented in accordance with this paragraph.

1910.120(k)(2)

Decontamination procedures.

1910.120(k)(2)(i)

A decontamination procedure shall be developed, communicated to employees and implemented before any employees or equipment may enter areas on site where potential for exposure to hazardous substances exists.

1910.120(k)(2)(ii)

Standard operating procedures shall be developed to minimize employee contact with hazardous substances or with equipment that has contacted hazardous substances.

1910.120(k)(2)(iii)

All employees leaving a contaminated area shall be appropriately decontaminated; all contaminated clothing and equipment leaving a contaminated area shall be appropriately disposed of or decontaminated.

1910.120(k)(2)(iv)

Decontamination procedures shall be monitored by the site safety and health supervisor to determine their effectiveness. When such procedures are found to be ineffective, appropriate steps shall be taken to correct any deficiencies.

1910.120(k)(3)

Location. Decontamination shall be performed in geographical areas that will minimize the exposure of uncontaminated employees or equipment to contaminated employees or equipment.

1910.120(k)(4)

Equipment and solvents. All equipment and solvents used for decontamination shall be decontaminated or disposed of properly.

1910.120(k)(5)

Personal protective clothing and equipment.

1910.120(k)(5)(i)

Protective clothing and equipment shall be decontaminated, cleaned, laundered, maintained or replaced as needed to maintain their effectiveness.

1910.120(k)(5)(ii)

Employees whose non-impermeable clothing becomes wetted with hazardous substances shall immediately remove that clothing and proceed to shower. The clothing shall be disposed of or decontaminated before it is removed from the work zone.

1910.120(k)(6)

Unauthorized employees. Unauthorized employees shall not remove protective clothing or equipment from change rooms.

1910.120(k)(7)

Commercial laundries or cleaning establishments. Commercial laundries or cleaning establishments that decontaminate protective clothing or equipment shall be informed of the potentially harmful effects of exposures to hazardous substances.

1910.120(k)(8)

Showers and change rooms. Where the decontamination procedure indicates a need for regular showers and change rooms outside of a contaminated area, they shall be provided and meet the requirements of 29 CFR 1910.141. If temperature conditions prevent the effective use of water, then other effective means for cleansing shall be provided and used.

1910.120(l)

Emergency response by employees at uncontrolled hazardous waste sites --

1910.120(l)(1)

Emergency response plan.

1910.120(l)(1)(i)

An emergency response plan shall be developed and implemented by all employers within the scope of paragraphs (a)(1)(i) through (ii) of this section to handle anticipated emergencies prior to the commencement of hazardous waste operations. The plan shall be in writing and available for inspection and copying by employees, their representatives, OSHA personnel and other governmental agencies with relevant responsibilities.

1910.120(l)(1)(ii)

Employers who will evacuate their employees from the danger area when an emergency occurs, and who do not permit any of their employees to assist in handling the emergency, are exempt from the requirements of this paragraph if they provide an emergency action plan complying with 29 CFR 1910.38.

1910.120(l)(2)

Elements of an emergency response plan. The employer shall develop an emergency response plan for emergencies which

shall address, as a minimum, the following:

1910.120(l)(2)(i)

Pre-emergency planning.

1910.120(l)(2)(ii)

Personnel roles, lines of authority, training, and communication.

1910.120(l)(2)(iii)

Emergency recognition and prevention.

1910.120(l)(2)(iv)

Safe distances and places of refuge.

1910.120(l)(2)(v)

Site security and control.

1910.120(l)(2)(vi)

Evacuation routes and procedures.

1910.120(l)(2)(vii)

Decontamination procedures which are not covered by the site safety and health plan.

1910.120(l)(2)(viii)

Emergency medical treatment and first aid.

1910.120(l)(2)(ix)

Emergency alerting and response procedures.

1910.120(l)(2)(x)

Critique of response and follow-up.

1910.120(l)(2)(xi)

PPE and emergency equipment.

1910.120(l)(3)

Procedures for handling emergency incidents.

1910.120(l)(3)(I)

In addition to the elements for the emergency response plan required in paragraph (l)(2) of this section, the following elements shall be included for emergency response plans:

1910.120(l)(3)(I)(A)

Site topography, layout, and prevailing weather conditions.

1910.120(l)(3)(I)(B)

Procedures for reporting incidents to local, state, and federal governmental agencies.

1910.120(l)(3)(ii)

The emergency response plan shall be a separate section of the Site Safety and Health Plan.

1910.120(l)(3)(iii)

The emergency response plan shall be compatible and integrated with the disaster, fire and/or emergency response plans of local, state, and federal agencies.

1910.120(l)(3)(iv)

The emergency response plan shall be rehearsed regularly as part of the overall training program for site operations.

1910.120(l)(3)(v)

The site emergency response plan shall be reviewed periodically and, as necessary, be amended to keep it current with new or changing site conditions or information.

1910.120(l)(3)(vi)

An employee alarm system shall be installed in accordance with 29 CFR 1910.165 to notify employees of an emergency situation, to stop work activities if necessary, to lower background noise in order to speed communication, and to begin emergency procedures.

1910.120(l)(3)(vii)

Based upon the information available at time of the emergency, the employer shall evaluate the incident and the site response capabilities and proceed with the appropriate steps to implement the site emergency response plan.

1910.120(m)

Illumination. Areas accessible to employees shall be lighted to not less than the minimum illumination intensities listed in

the following Table H-120.1 while any work is in progress:

TABLE H-120.1. -- MINIMUM ILLUMINATION INTENSITIES IN FOOT-CANDLES

Foot-candles	Area or operations
5	General site areas.
3	Excavation and waste areas, accessways, active storage areas, loading platforms, refueling, and field maintenance areas.
5	Indoors: warehouses, corridors, hallways, and exitways.
5	Tunnels, shafts, and general underground work areas; (Exception: minimum of 10 foot-candles is required at tunnel and shaft heading during drilling, mucking, and scaling. Mine Safety and Health Administration approved cap lights shall be acceptable for use in the tunnel heading.)
10	General shops (e.g., mechanical and electrical equipment rooms, active storerooms, barracks or living quarters, locker or dressing rooms, dining areas, and indoor toilets and workrooms.
30	First aid stations, infirmaries, and offices.

1910.120(n)

Sanitation at temporary workplaces --

1910.120(n)(1)

Potable water.

1910.120(n)(1)(i)

An adequate supply of potable water shall be provided on the site.

1910.120(n)(1)(ii)

Portable containers used to dispense drinking water shall be capable of being tightly closed, and equipped with a tap. Water shall not be dipped from containers.

1910.120(n)(1)(iii)

Any container used to distribute drinking water shall be clearly marked as to the nature of its contents and not used for any other purpose.

1910.120(n)(1)(iv)

Where single service cups (to be used but once) are supplied, both a sanitary container for the unused cups and a receptacle for disposing of the used cups shall be provided.

1910.120(n)(2)

Nonpotable water.

1910.120(n)(2)(i)

Outlets for nonpotable water, such as water for firefighting purposes shall be identified to indicate clearly that the water is unsafe and is not to be used for drinking, washing, or cooking purposes.

1910.120(n)(2)(ii)

There shall be no cross-connection, open or potential, between a system furnishing potable water and a system furnishing nonpotable water.

1910.120(n)(3)

Toilet facilities.

1910.120(n)(3)(i)

Toilets shall be provided for employees according to Table H-120.2.

TABLE H-120.2. -- TOILET FACILITIES

Number of employees	Minimum number of facilities
20 or fewer	One.
More than 20, fewer than 200	One toilet seat and 1 urinal per 40 employees.
More than 200	One toilet seat and 1 urinal per 50 employees.

1910.120(n)(3)(ii)

Under temporary field conditions, provisions shall be made to assure not less than one toilet facility is available.

1910.120(n)(3)(iii)

Hazardous waste sites, not provided with a sanitary sewer, shall be provided with the following toilet facilities unless prohibited by local codes:

1910.120(n)(3)(iii)(A)

Chemical toilets;

1910.120(n)(3)(iii)(B)

Recirculating toilets;

1910.120(n)(3)(iii)(C)

Combustion toilets; or

1910.120(n)(3)(iii)(D)

Flush toilets.

1910.120(n)(3)(iv)

The requirements of this paragraph for sanitation facilities shall not apply to mobile crews having transportation readily available to nearby toilet facilities.

1910.120(n)(3)(v)

Doors entering toilet facilities shall be provided with entrance locks controlled from inside the facility.

1910.120(n)(4)

Food handling. All food service facilities and operations for employees shall meet the applicable laws, ordinances, and regulations of the jurisdictions in which they are located.

1910.120(n)(5)

Temporary sleeping quarters. When temporary sleeping quarters are provided, they shall be heated, ventilated, and lighted.

1910.120(n)(6)

Washing facilities. The employer shall provide adequate washing facilities for employees engaged in operations where hazardous substances may be harmful to employees. Such facilities shall be in near proximity to the worksite; in areas where exposures are below permissible exposure limits and which are under the controls of the employer; and shall be so equipped as to enable employees to remove hazardous substances from themselves.

1910.120(n)(7)

Showers and change rooms. When hazardous waste clean-up or removal operations commence on a site and the duration of the work will require six months or greater time to complete, the employer shall provide showers and change rooms for all employees exposed to hazardous substances and health hazards involved in hazardous waste clean-up or removal operations.

1910.120(n)(7)(i)

Showers shall be provided and shall meet the requirements of 29 CFR 1910.141(d)(3).

1910.120(n)(7)(ii)

Change rooms shall be provided and shall meet the requirements of 29 CFR 1910.141(e). Change rooms shall consist of two separate change areas separated by the shower area required in paragraph (n)(7)(i) of this section. One change area, with an exit leading off the worksite, shall provide employees with a clean area where they can remove, store, and put on street clothing. The second area, with an exit to the worksite, shall provide employees with an area where they can put on, remove and store work clothing and personal protective equipment.

1910.120(n)(7)(iii)

Showers and change rooms shall be located in areas where exposures are below the permissible exposure limits and published exposure levels. If this cannot be accomplished, then a ventilation system shall be provided that will supply air that is below the permissible exposure limits and published exposure levels.

1910.120(n)(7)(iv)

Employers shall assure that employees shower at the end of their work shift and when leaving the hazardous waste site.

1910.120(o)

New technology programs.

1910.120(o)(1)

The employer shall develop and implement procedures for the introduction of effective new technologies and equipment developed for the improved protection of employees working with hazardous waste clean-up operations, and the same shall be implemented as part of the site safety and health program to assure that employee protection is being maintained.

1910.120(o)(2)

New technologies, equipment or control measures available to the industry, such as the use of foams, absorbents, absorbents, neutralizers, or other means to suppress the level of air contaminants while excavating the site or for spill control, shall be evaluated by employers or their representatives. Such an evaluation shall be done to determine the effectiveness of the new methods, materials, or equipment before implementing their use on a large scale for enhancing employee protection. Information and data from manufacturers or suppliers may be used as part of the employer's evaluation effort. Such evaluations shall be made available to OSHA upon request.

1910.120(p)

Certain Operations Conducted Under the Resource Conservation and Recovery Act of 1976 (RCRA). Employers conducting operations at treatment, storage and disposal (TSD) facilities specified in paragraph (a)(1)(iv) of this section shall provide and implement the programs specified in this paragraph. See the "Notes and Exceptions" to paragraph (a)(2)(iii) of this section for employers not covered.

20(p)(1)

Safety and health program. The employer shall develop and implement a written safety and health program for employees involved in hazardous waste operations that shall be available for inspection by employees, their representatives and OSHA personnel. The program shall be designed to identify, evaluate and control safety and health hazards in their facilities for the purpose of employee protection, to provide for emergency response meeting the requirements of paragraph (p)(8) of this section and to address as appropriate site analysis, engineering controls, maximum exposure limits, hazardous waste handling procedures and uses of new technologies.

1910.120(p)(2)

Hazard communication program. The employer shall implement a hazard communication program meeting the requirements of 29 CFR 1910.1200 as part of the employer's safety and program.

NOTE TO §1910.120 - The exemption for hazardous waste provided in 1910.1200 is applicable to this section.

1910.120(p)(3)

Medical surveillance program. The employer shall develop and implement a medical surveillance program meeting the requirements of paragraph (f) of this section.

1910.120(p)(4)

Decontamination program. The employer shall develop and implement a decontamination procedure meeting the requirements of paragraph (k) of this section.

1910.120(p)(5)

New technology program. The employer shall develop and implement procedures meeting the requirements of paragraph (o) of this section for introducing new and innovative equipment into the workplace.

1910.120(p)(6)

Material handling program. Where employees will be handling drums or containers, the employer shall develop and implement procedures meeting the requirements of paragraphs (j)(1)(ii) through (viii) and (xi) of this section, as well as (j)(3) and (j)(8) of this section prior to starting such work.

1910.120(p)(7)

Training program --

20(p)(7)(i)

New employees. The employer shall develop and implement a training program which is part of the employer's safety and health program, for employees exposed to health hazards or hazardous substances at TSD operations to enable the employees to perform their assigned duties and functions in a safe and healthful manner so as not to endanger themselves or other employees. The initial training shall be for 24 hours and refresher training shall be for eight hours annually. Employees who have received the initial training required by this paragraph shall be given a written certificate attesting that they have successfully completed the necessary training.

1910.120(p)(7)(ii)

Current employees. Employers who can show by an employee's previous work experience and/or training that the employee has had training equivalent to the initial training required by this paragraph, shall be considered as meeting the initial training requirements of this paragraph as to that employee. Equivalent training includes the training that existing employees might have already received from actual site work experience. Current employees shall receive eight hours of refresher training annually.

1910.120(p)(7)(iii)

Trainers. Trainers who teach initial training shall have satisfactorily completed a training course for teaching the subjects they are expected to teach or they shall have the academic credentials and instruction experience necessary to demonstrate a good command of the subject matter of the courses and competent instructional skills.

1910.120(p)(8)

Emergency response program --

1910.120(p)(8)(i)

Emergency response plan. An emergency response plan shall be developed and implemented by all employers. Such plans need not duplicate any of the subjects fully addressed in the employer's contingency planning required by permits, such as those issued by the U.S. Environmental Protection Agency, provided that the contingency plan is made part of the emergency response plan. The emergency response plan shall be a written portion of the employer's safety and health program required in paragraph (p)(1) of this section. Employers who will evacuate their employees from the worksite location when an emergency occurs and who do not permit any of their employees to assist in handling the emergency are exempt from the requirements of paragraph (p)(8) if they provide an emergency action plan complying with 29 CFR 1910.38.

20(p)(8)(ii)

Elements of an emergency response plan. The employer shall develop an emergency response plan for emergencies which shall address, as a minimum, the following areas to the extent that they are not addressed in any specific program required in this paragraph:

1910.120(p)(8)(ii)(A)

Pre-emergency planning and coordination with outside parties.

1910.120(p)(8)(ii)(B)

Personnel roles, lines of authority, training, and communication.

1910.120(p)(8)(ii)(C)

Emergency recognition and prevention.

1910.120(p)(8)(ii)(D)

Safe distances and places of refuge.

1910.120(p)(8)(ii)(E)

Site security and control.

1910.120(p)(8)(ii)(F)

Evacuation routes and procedures.

1910.120(p)(8)(ii)(G)

Decontamination procedures.

1910.120(p)(8)(ii)(H)

Emergency medical treatment and first aid.

1910.120(p)(8)(ii)(I)

Emergency alerting and response procedures.

1910.120(p)(8)(ii)(J)

Critique of response and follow-up.

1910.120(p)(8)(ii)(K)

PPE and emergency equipment.

1910.120(p)(8)(iii)

Training.

1910.120(p)(8)(iii)(A)

Training for emergency response employees shall be completed before they are called upon to perform in real emergencies. Such training shall include the elements of the emergency response plan, standard operating procedures the employer has established for the job, the personal protective equipment to be worn and procedures for handling emergency incidents.

Exception #1: an employer need not train all employees to the degree specified if the employer divides the work force in a manner such that a sufficient number of employees who have responsibility to control emergencies have the training specified, and all other employees, who may first respond to an emergency incident, have sufficient awareness training to recognize that an emergency response situation exists and that they are instructed in that case to summon the fully trained employees and not attempt control activities for which they are not trained.

Exception #2: An employer need not train all employees to the degree specified if arrangements have been made in advance for an outside fully-trained emergency response team to respond in a reasonable period and all employees, who may come to the incident first, have sufficient awareness training to recognize that an emergency response situation exists and they have been instructed to call the designated outside fully-trained emergency response team for assistance.

1910.120(p)(8)(iii)(B)

Employee members of TSD facility emergency response organizations shall be trained to a level of competence in the recognition of health and safety hazards to protect themselves and other employees. This would include training in the methods used to minimize the risk from safety and health hazards; in the safe use of control equipment; in the selection and use of appropriate personal protective equipment; in the safe operating procedures to be used at the incident scene; in the techniques of coordination with other employees to minimize risks; in the appropriate response to over exposure from health hazards or injury to themselves and other employees; and in the recognition of subsequent symptoms which may result from over exposures.

1910.120(p)(8)(iii)(C)

The employer shall certify that each covered employee has attended and successfully completed the training required in paragraph (p)(8)(iii) of this section, or shall certify the employee's competency for certification of training shall be recorded and maintained by the employer.

1910.120(p)(8)(iv)

Procedures for handling emergency incidents.

1910.120(p)(8)(iv)(A)

In addition to the elements for the emergency response plan required in paragraph (p)(8)(ii) of this section, the following elements shall be included for emergency response plans to the extent that they do not repeat any information already contained in the emergency response plan:

1910.120(p)(8)(iv)(A)(1)

Site topography, layout, and prevailing weather conditions.

1910.120(p)(8)(iv)(A)(2)

Procedures for reporting incidents to local, state, and federal governmental agencies.

1910.120(p)(8)(iv)(B)

The emergency response plan shall be compatible and integrated with the disaster, fire and/or emergency response plans of local, state, and federal agencies.

1910.120(p)(8)(iv)(C)

The emergency response plan shall be rehearsed regularly as part of the overall training program for site operations.

1910.120(p)(8)(iv)(D)

The site emergency response plan shall be reviewed periodically and, as necessary, be amended to keep it current with new or changing site conditions or information.

1910.120(p)(8)(iv)(E)

An employee alarm system shall be installed in accordance with 29 CFR 1910.165 to notify employees of an emergency situation, to stop work activities if necessary, to lower background noise in order to speed communication; and to begin emergency procedures.

1910.120(p)(8)(iv)(F)

Based upon the information available at time of the emergency, the employer shall evaluate the incident and the site response capabilities and proceed with the appropriate steps to implement the site emergency response plan.

1910.120(q)

Emergency response program to hazardous substance releases. This paragraph covers employers whose employees are engaged in emergency response no matter where it occurs except that it does not cover employees engaged in operations specified in paragraphs (a)(1)(i) through (a)(1)(iv) of this section. Those emergency response organizations who have developed and implemented programs equivalent to this paragraph for handling releases of hazardous substances pursuant to section 303 of the Superfund Amendments and Reauthorization Act of 1986 (Emergency Planning and Community Right-to-Know Act of 1986, 42 U.S.C. 11003) shall be deemed to have met the requirements of this paragraph.

1910.120(q)(1)

Emergency response plan. An emergency response plan shall be developed and implemented to handle anticipated emergencies prior to the commencement of emergency response operations. The plan shall be in writing and available for inspection and copying by employees, their representatives and OSHA personnel. Employers who will evacuate their employees from the danger area when an emergency occurs, and who do not permit any of their employees to assist in handling the emergency, are exempt from the requirements of this paragraph if they provide an emergency action plan in accordance with 29 CFR 1910.38.

1910.120(q)(2)

Elements of an emergency response plan. The employer shall develop an emergency response plan for emergencies which shall address, as a minimum, the following areas to the extent that they are not addressed in any specific program required in this paragraph:

1910.120(q)(2)(i)

Pre-emergency planning and coordination with outside parties..

1910.120(q)(2)(ii)

Personnel roles, lines of authority, training, and communication.

1910.120(q)(2)(iii)

Emergency recognition and prevention.

1910.120(q)(2)(iv)

Safe distances and places of refuge.

1910.120(q)(2)(v)

Site security and control.

1910.120(q)(2)(vi)

Evacuation routes and procedures.

1910.120(q)(2)(vii)

Decontamination.

1910.120(q)(2)(viii)

Emergency medical treatment and first aid.

1910.120(q)(2)(ix)

Emergency alerting and response procedures.

1910.120(q)(2)(x)

Critique of response and follow-up.

1910.120(q)(2)(xi)

PPE and emergency equipment.

1910.120(q)(2)(xii)

Emergency response organizations may use the local emergency response plan or the state emergency response plan or both, as part of their emergency response plan to avoid duplication. Those items of the emergency response plan that are being properly addressed by the SARA Title III plans may be substituted into their emergency plan or otherwise kept together for the employer and employee's use.

1910.120(q)(3)

Procedures for handling emergency response.

1910.120(q)(3)(i)

The senior emergency response official responding to an emergency shall become the individual in charge of a site-specific Incident Command System (ICS). All emergency responders and their communications shall be coordinated and controlled through the individual in charge of the ICS assisted by the senior official present for each employer.

NOTE TO PARAGRAPH (q)(3)(i). - The "senior official" at an emergency response is the most senior official on the site who has the responsibility for controlling the operations at the site. Initially it is the senior officer on the first-due piece of responding emergency apparatus to arrive on the incident scene. As more senior officers arrive (i.e., battalion chief, fire chief, state law enforcement official, site coordinator, etc.) the position is passed up the line of authority which has been previously established.

1910.120(q)(3)(ii)

The individual in charge of the ICS shall identify, to the extent possible, all hazardous substances or conditions present and shall address as appropriate site analysis, use of engineering controls, maximum exposure limits, hazardous substance handling procedures, and use of any new technologies.

1910.120(q)(3)(iii)

Based on the hazardous substances and/or conditions present, the individual in charge of the ICS shall implement appropriate emergency operations, and assure that the personal protective equipment worn is appropriate for the hazards to be encountered. However, personal protective equipment shall meet, at a minimum, the criteria contained in 29 CFR 1910.156(e) when worn while performing fire fighting operations beyond the incipient stage for any incident.

1910.120(q)(3)(iv)

Employees engaged in emergency response and exposed to hazardous substances presenting an inhalation hazard or potential inhalation hazard shall wear positive pressure self-contained breathing apparatus while engaged in emergency response, until such time that the individual in charge of the ICS determines through the use of air monitoring that a decreased level of respiratory protection will not result in hazardous exposures to employees.

1910.120(q)(3)(v)

The individual in charge of the ICS shall limit the number of emergency response personnel at the emergency site, in those areas of potential or actual exposure to incident or site hazards, to those who are actively performing emergency operations. However, operations in hazardous areas shall be performed using the buddy system in groups of two or more.

1910.120(q)(3)(vi)

Back-up personnel shall be standing by with equipment ready to provide assistance or rescue. Qualified basic life support personnel, as a minimum, shall also be standing by with medical equipment and transportation capability.

1910.120(q)(3)(vii)

The individual in charge of the ICS shall designate a safety officer, who is knowledgeable in the operations being implemented at the emergency response site, with specific responsibility to identify and evaluate hazards and to provide direction with respect to the safety of operations for the emergency at hand.

1910.120(q)(3)(viii)

When activities are judged by the safety officer to be an IDLH and/or to involve an imminent danger condition, the safety officer shall have the authority to alter, suspend, or terminate those activities. The safety official shall immediately inform the individual in charge of the ICS of any actions needed to be taken to correct these hazards at the emergency scene.

1910.120(q)(3)(ix)

After emergency operations have terminated, the individual in charge of the ICS shall implement appropriate decontamination procedures.

1910.120(q)(3)(x)

When deemed necessary for meeting the tasks at hand, approved self-contained compressed air breathing apparatus may be used with approved cylinders from other approved self-contained compressed air breathing apparatus provided that such cylinders are of the same capacity and pressure rating. All compressed air cylinders used with self-contained breathing apparatus shall meet U.S. Department of Transportation and National Institute for Occupational Safety and Health criteria.

1910.120(q)(4)

Skilled support personnel. Personnel, not necessarily an employer's own employees, who are skilled in the operation of certain equipment, such as mechanized earth moving or digging equipment or crane and hoisting equipment, and who are needed temporarily to perform immediate emergency support work that cannot reasonably be performed in a timely fashion

by an employer's own employees, and who will be or may be exposed to the hazards at an emergency response scene, are not required to meet the training required in this paragraph for the employer's regular employees. However, these personnel shall be given an initial briefing at the site prior to their participation in any emergency response. The initial briefing shall include instruction in the wearing of appropriate personal protective equipment, what chemical hazards are involved, and what duties are to be performed. All other appropriate safety and health precautions provided to the employer's own employees shall be used to assure the safety and health of these personnel.

1910.120(q)(5)

Specialist employees. Employees who, in the course of their regular job duties, work with and are trained in the hazards of specific hazardous substances, and who will be called upon to provide technical advice or assistance at a hazardous substance release incident to the individual in charge, shall receive training or demonstrate competency in the area of their specialization annually.

1910.120(q)(6)

Training. Training shall be based on the duties and function to be performed by each responder of an emergency response organization. The skill and knowledge levels required for all new responders, those hired after the effective date of this standard, shall be conveyed to them through training before they are permitted to take part in actual emergency operations on an incident. Employees who participate, or are expected to participate, in emergency response, shall be given training in accordance with the following paragraphs:

1910.120(q)(6)(i)

First responder awareness level. First responders at the awareness level are individuals who are likely to witness or discover a hazardous substance release and who have been trained to initiate an emergency response sequence by notifying the proper authorities of the release. They would take no further action beyond notifying the authorities of the release. First responders at the awareness level shall have sufficient training or have had sufficient experience to objectively demonstrate competency in the following areas:

1910.120(q)(6)(i)(A)

An understanding of what hazardous substances are, and the risks associated with them in an incident.

1910.120(q)(6)(i)(B)

An understanding of the potential outcomes associated with an emergency created when hazardous substances are present.

1910.120(q)(6)(i)(C)

The ability to recognize the presence of hazardous substances in an emergency.

1910.120(q)(6)(i)(D)

The ability to identify the hazardous substances, if possible.

1910.120(q)(6)(i)(E)

An understanding of the role of the first responder awareness individual in the employer's emergency response plan including site security and control and the U.S. Department of Transportation's Emergency Response Guidebook.

1910.120(q)(6)(i)(F)

The ability to realize the need for additional resources, and to make appropriate notifications to the communication center.

1910.120(q)(6)(ii)

First responder operations level. First responders at the operations level are individuals who respond to releases or potential releases of hazardous substances as part of the initial response to the site for the purpose of protecting nearby persons, property, or the environment from the effects of the release. They are trained to respond in a defensive fashion without actually trying to stop the release. Their function is to contain the release from a safe distance, keep it from spreading, and prevent exposures. First responders at the operational level shall have received at least eight hours of training or have had sufficient experience to objectively demonstrate competency in the following areas in addition to those listed for the awareness level and the employer shall so certify:

1910.120(q)(6)(ii)(A)

Knowledge of the basic hazard and risk assessment techniques.

1910.120(q)(6)(ii)(B)

Know how to select and use proper personal protective equipment provided to the first responder operational level.

1910.120(q)(6)(ii)(C)

An understanding of basic hazardous materials terms.

1910.120(q)(6)(ii)(D)

Know how to perform basic control, containment and/or confinement operations within the capabilities of the resources and personal protective equipment available with their unit.

1910.120(q)(6)(ii)(E)

Know how to implement basic decontamination procedures.

1910.120(q)(6)(ii)(F)

An understanding of the relevant standard operating procedures and termination procedures.

1910.120(q)(6)(iii)

Hazardous materials technician. Hazardous materials technicians are individuals who respond to releases or potential releases for the purpose of stopping the release. They assume a more aggressive role than a first responder at the operations level in that they will approach the point of release in order to plug, patch or otherwise stop the release of a hazardous substance. Hazardous materials technicians shall have received at least 24 hours of training equal to the first responder operations level and in addition have competency in the following areas and the employer shall so certify:

1910.120(q)(6)(iii)(A)

Know how to implement the employer's emergency response plan.

1910.120(q)(6)(iii)(B)

Know the classification, identification and verification of known and unknown materials by using field survey instruments and equipment.

1910.120(q)(6)(iii)(C)

Be able to function within an assigned role in the Incident Command System.

1910.120(q)(6)(iii)(D)

Know how to select and use proper specialized chemical personal protective equipment provided to the hazardous materials technician.

1910.120(q)(6)(iii)(E)

Understand hazard and risk assessment techniques.

1910.120(q)(6)(iii)(F)

Be able to perform advance control, containment, and/or confinement operations within the capabilities of the resources and personal protective equipment available with the unit.

1910.120(q)(6)(iii)(G)

Understand and implement decontamination procedures.

1910.120(q)(6)(iii)(H)

Understand termination procedures.

1910.120(q)(6)(iii)(I)

Understand basic chemical and toxicological terminology and behavior.

1910.120(q)(6)(iv)

Hazardous materials specialist. Hazardous materials specialists are individuals who respond with and provide support to hazardous materials technicians. Their duties parallel those of the hazardous materials technician, however, those duties require a more directed or specific knowledge of the various substances they may be called upon to contain. The hazardous materials specialist would also act as the site liaison with Federal, state, local and other government authorities in regards to site activities. Hazardous materials specialists shall have received at least 24 hours of training equal to the technician level and in addition have competency in the following areas and the employer shall so certify:

1910.120(q)(6)(iv)(A)

Know how to implement the local emergency response plan.

1910.120(q)(6)(iv)(B)

Understand classification, identification and verification of known and unknown materials by using advanced survey instruments and equipment.

1910.120(q)(6)(iv)(C)

Know the state emergency response plan.

1910.120(q)(6)(iv)(D)

Be able to select and use proper specialized chemical personal protective equipment provided to the hazardous materials specialist.

1910.120(q)(6)(iv)(E)

Understand in-depth hazard and risk techniques.

1910.120(q)(6)(iv)(F)

Be able to perform specialized control, containment, and/or confinement operations within the capabilities of the resources and personal protective equipment available.

1910.120(q)(6)(iv)(G)

Be able to determine and implement decontamination procedures.

1910.120(q)(6)(iv)(H)

Have the ability to develop a site safety and control plan.

1910.120(q)(6)(iv)(I)

Understand chemical, radiological and toxicological terminology and behavior.

1910.120(q)(6)(v)

On scene incident commander. Incident commanders, who will assume control of the incident scene beyond the first responder awareness level, shall receive at least 24 hours of training equal to the first responder operations level and in addition have competency in the following areas and the employer shall so certify:

120(q)(6)(v)(A)

Know and be able to implement the employer's incident command system.

1910.120(q)(6)(v)(B)

Know how to implement the employer's emergency response plan.

1910.120(q)(6)(v)(C)

Know and understand the hazards and risks associated with employees working in chemical protective clothing.

1910.120(q)(6)(v)(D)

Know how to implement the local emergency response plan.

1910.120(q)(6)(v)(E)

Know of the state emergency response plan and of the Federal Regional Response Team.

1910.120(q)(6)(v)(F)

Know and understand the importance of decontamination procedures.

1910.120(q)(7)

Trainers. Trainers who teach any of the above training subjects shall have satisfactorily completed a training course for teaching the subjects they are expected to teach, such as the courses offered by the U.S. National Fire Academy, or they shall have the training and/or academic credentials and instructional experience necessary to demonstrate competent instructional skills and a good command of the subject matter of the courses they are to teach.

1910.120(q)(8)

Refresher training.

1910.120(q)(8)(i)

Those employees who are trained in accordance with paragraph (q)(6) of this section shall receive annual refresher training of sufficient content and duration to maintain their competencies, or shall demonstrate competency in those areas at least yearly.

120(q)(8)(ii)

A statement shall be made of the training or competency, and if a statement of competency is made, the employer shall keep a record of the methodology used to demonstrate competency.

1910.120(q)(9)

Medical surveillance and consultation.

1910.120(q)(9)(i)

Members of an organized and designated HAZMAT team and hazardous materials specialist shall receive a baseline physical examination and be provided with medical surveillance as required in paragraph (f) of this section.

1910.120(q)(9)(ii)

Any emergency response employees who exhibit signs or symptoms which may have resulted from exposure to hazardous substances during the course of an emergency incident either immediately or subsequently, shall be provided with medical consultation as required in paragraph (f)(3)(ii) of this section.

1910.120(q)(10)

Chemical protective clothing. Chemical protective clothing and equipment to be used by organized and designated HAZMAT team members, or to be used by hazardous materials specialists, shall meet the requirements of paragraphs (g)(3) through (5) of this section.

1910.120(q)(11)

Post-emergency response operations. Upon completion of the emergency response, if it is determined that it is necessary to remove hazardous substances, health hazards and materials contaminated with them (such as contaminated soil or other elements of the natural environment) from the site of the incident, the employer conducting the clean-up shall comply with one of the following:

1910.120(q)(11)(i)

Meet all the requirements of paragraphs (b) through (o) of this section; or

1910.120(q)(11)(ii)

Where the clean-up is done on plant property using plant or workplace employees, such employees shall have completed the training requirements of the following: 29 CFR 1910.38, 1910.134, 1910.1200, and other appropriate safety and health training made necessary by the tasks they are expected to perform such as personal protective equipment and decontamination procedures.

APPENDICES TO §1910.120 - HAZARDOUS WASTE OPERATIONS AND EMERGENCY RESPONSE

NOTE: The following appendices serve as non-mandatory guidelines to assist employees and employers in complying with the appropriate requirements of this section. However paragraph 1910.120(g) makes mandatory in certain circumstances the use of Level A and Level B PPE protection.

[61 FR 9227, March 7, 1996; 67 FR 67964, Nov. 7, 2002; 71 FR 16672, April 3, 2006; 76 FR 80738, Dec. 27, 2011; 77 FR 17776, March 26, 2012; 78 FR 9313, Feb. 8, 2013]

[← Next Standard \(1910.120 App A\)](#)

[← Regulations \(Standards - 29 CFR\) - Table of Contents](#)

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U.S. Department of Labor | Occupational Safety & Health Administration | 200 Constitution Ave., NW, Washington, DC 20210
Telephone: 800-321-OSHA (6742) | TTY: 877-889-5627

www.OSHA.gov



CIVIL SERVICE COMMISSION

CITY AND COUNTY OF SAN FRANCISCO

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MAYOR

SCOTT R. HELDFOND
PRESIDENT

E. DENNIS NORMANDY
VICE PRESIDENT

DOUGLAS S. CHAN
COMMISSIONER

KATE FAVETTI
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GINA M. ROCCANOVA
COMMISSIONER

JENNIFER C. JOHNSTON
EXECUTIVE OFFICER

Sent via Electronic Mail

March 27, 2014

NOTICE OF CIVIL SERVICE COMMISSION MEETING

SUBJECT: REVIEW OF REQUEST FOR APPROVAL OF PROPOSED PERSONAL SERVICES CONTRACTS NUMBER 42855-13/14.

The above matter will be considered by the Civil Service Commission at a meeting to be held on **April 7, 2014** at 2:00 p.m. in Room 400, Fourth Floor, City Hall, 1 Dr. Carlton B. Goodlett Place.

This item will appear on the Ratification Agenda. Please refer to the attached Notice for procedural and other information about Commission hearings.

Attendance by you or an authorized representative is welcome. Should you or your representative not attend, the Commission will rule on the information previously submitted and testimony provided at its meeting. All calendared items will be heard and resolved at this time unless good reasons are presented for a continuance.

All non-privileged materials being considered by the Civil Service Commission for this item are available for public inspection and copying at the Civil Service Commission office Monday through Friday from 8:00 a.m. to 5:00 p.m.

CIVIL SERVICE COMMISSION

JENNIFER JOHNSTON
Executive Officer

Attachment

Cc: Mary Hom, Controller's Office
Commission File
Commissioners' Binder
Chron

THIS DOCUMENT SUPPORTS
CALENDAR ITEM 5

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: CONTROLLER -- CON Dept. Code: CON

Type of Request: Initial Modification of an existing PSC (PSC # _____)

Type of Approval: Expedited Regular Omit Posting

Type of Service: City Services Auditor Consulting Services

Funding Source: Annual Appropriation PSC Duration: 5 years
PSC Amount: \$5,000,000 PSC Est. Start Date: 03/01/2014 PSC Est. End Date: 02/28/2019

1. **Description of Work**

A. Scope of Work:

Perform specialized audit, analytical and technical assistance consulting and training services to maximize the effectiveness of the Controller's Office City Services Auditor function to assess and improve the financial condition and performance of City departments.

B. Explain why this service is necessary and the consequence of denial:

Proposition C, passed by the City's voters in November 2003, amending City Charter Section 3.105 to instruct the Controller to also serve as the City Services Auditor. Per Section F1 (112) of Appendix F, "the Controller shall be authorized to contract with outside, independent experts to assist in performing the requirements of this Appendix. In doing so, the Controller shall make good faith efforts as defined in Chapter 12D of the Administrative Code to comply with the provisions of Chapter 12 et seq. of the Administrative Code, but shall not be subject to the approval processes of other City Agencies."

C. Has this service been provided in the past. If so, how? If the service was provided via a PSC, provide the most recently approved PSC # and upload a copy of the PSC.

These services were provided through:
PSC#4073-05/06 approved on 2/6/06 and amended on 4/16/07 and on 7/6/09.
PSC#4042-11/12 approved on 10/17/11 and amended on 6/12/13.

D. Will the contract(s) be renewed? Contracts are not intended to be ongoing or long-term

2. **Union Notification:** On 01/02/2014, the Department notified the following employee organizations of this PSC/RFP request: Professional & Tech Engrs, Local 21, Municipal Executive Association,

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 42855 - 13/14

DHR Analysis/Recommendation:

Commission Approval Required

DHR Approved for 03/17/2014

Civil Service Commission Action:

THIS DOCUMENT APPROVES
CALENDAR ITEM 6

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise:

Contractors must have successfully performed at least two or more projects in a specified service area/type for a complex governmental organization or related enterprise and demonstrate expertise through firm and staff qualifications, project plans and approaches, and client references. Such services may include: financial, performance, and management auditing services; organizational and programmatic assessment and technical assistance services; establishing and implementing comparative jurisdictional performance

B. Which, if any, civil service class(es) normally perform(s) this work?

0923,0922,0931,0933,1684,1686,1805,1830,1823,1824,1825,

C. Will contractor provide facilities and/or equipment not currently possessed by the City? If yes, explain:

No.

4. Why Classified Civil Service Cannot Perform

A. Explain why civil service classes are not applicable:

Current civil service classes do not possess expertise for highly specialized audits, investigations, comparative or best practice analyses, and training services to improve City department performance.

B. Would it be practical to adopt a new civil service class to perform this work? Explain.

No. These services are short-term, intermittent, and specialized in nature.

5. Additional Information (if "yes", attach explanation)

	<u>YES</u>	<u>NO</u>
A. Will the contractor directly supervise City and County employee?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
B. Will the contractor train City and County employee?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
C. Are there legal mandates requiring the use of contractual services?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
D. Are there federal or state grant requirements regarding the use of contractual services?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
E. Has a board or commission determined that contracting is the most effective way to provide this service?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? Yes, in some instances	<input checked="" type="checkbox"/>	<input type="checkbox"/>

THE ABOVE INFORMATION IS SUBMITTED AS COMPLETE AND ACCURATE ON BEHALF OF THE DEPARTMENT HEAD

ON 02/21/2014 BY:

Name: Mary Hom Phone: 415-554-7536 Email: mary.hom@sfgov.org

Address: City Hall 306 San Francisco, CA

Receipt of Union Notification(s)

◆ MEA

◆ Local 21

From: Hom, Mary
To: joe.tanner@seiu1021.net; tiya.thlang@seiu1021.org; Larry.Bradshaw@seiu1021.org
Cc: DHR-PSCCoordinator.DHR
Subject: RE: Receipt of Notice for new PCS over \$100K PSC # 42855 - 13/14
Date: Thursday, January 02, 2014 12:27:00 PM

Hello 1021,

Please ignore this PSC submission as 1021 classifications are not affected by this PSC.

There is a system glitch in the PSC system which triggered this notification to 1021. DHR is looking into resolving this problem.

Mary Hom
Office of the Controller
City and County of San Francisco
(415) 554-7536
mary.hom@sfgov.org

-----Original Message-----

From: dhr-psccordinator@sfgov.org [<mailto:dhr-psccordinator@sfgov.org>]
Sent: Thursday, January 02, 2014 12:23 PM
To: Hom, Mary; joe.tanner@seiu1021.net; tiya.thlang@seiu1021.org; Larry.Bradshaw@seiu1021.org; camaguey@sfmea.com; L21PSCReview@ifpte21.org; camaguey@sfmea.com; staff@sfmea.com; Hom, Mary; Isen, Richard; DHR-PSCCoordinator, DHR
Subject: Receipt of Notice for new PCS over \$100K PSC # 42855 - 13/14

RECEIPT for Union Notification for PSC 42855 - 13/14 more than \$100k

The CONTROLLER -- CON has submitted a request for a Personal Services Contract (PSC) 42855 - 13/14 for \$5,000,000 for Initial Request services for the period 03/01/2013 -- 02/28/2018. Notification of 30 days (60 days for SEIU) is required.

After logging into the system please select link below, view the information and verify receipt:

<http://apps.sfgov.org/dhrrupal/node/1034> For union notification, please see the

TO: field of the email to verify receipt. If you do not see all the unions you intended to contact, the PSC Coordinator must change the state back to NOT READY, make sure the classes and unions you want to notify are selected and SAVE. Then VIEW the record and verify the list of unions and emails. EDIT the document again, change the state back START UNION NOTIFICATION and SAVE. You should receive the email with all unions to the TO: field as intended

PSC #42855-13/14 Initial

Controller's Department

For all PSCs if the duration requested is 5 years or more, an explanation is required:

The Controller's Office is mandated to increase the production of independent management and performance audits and performance reviews, review street and park maintenance standards, review citywide standards for contracting processes, and administer a whistleblower hotline and website for employee and citizen complaints (City Charter Appendix F: Authority and Duties of City Services Auditor).

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Additional Attachment(s) of Explanation

◇ **Section 1. Description of Work**

1B. Explain why this service is necessary and the consequences of denial

through the whistleblower/complaint hotline and website and the Controller's disposition of those complaints; and

(4) Where it deems appropriate, hold public hearings regarding the results of benchmark studies and audits to encourage the adoption of "best practices" consistent with the conclusions of the studies and audits. An audio or video recording of such hearings shall be made available for public inspection free of charge.

(Added November 2003)

F1.112. OUTSIDE EXPERTS.

(a) Notwithstanding any other provision of this Charter or any ordinance or regulation of the City and County of San Francisco, the Controller shall be authorized to contract with outside, independent experts to assist in performing the requirements of this Appendix. In doing so, the Controller shall make good faith efforts as defined in Chapter 12D of the Administrative Code to comply with the provisions of Chapters 12 et seq. of the Administrative Code, but shall not be subject to the approval processes of other City agencies. The Controller shall submit an annual report to the Board of Supervisors summarizing any contracts issued pursuant to this Section and discussing the Controller's compliance with Chapters 12 et seq. Contracts issued by the Controller pursuant to this Section shall be subject, where applicable, to the requirements of Section 9.118.

(b) No outside expert or firm shall be eligible to participate or assist in an audit or investigation of any issue, matter, or question as to which that expert or firm has previously rendered compensated advice or services to any individual, corporation or City department other than the Controller. The Controller shall adopt appropriate written regulations implementing this provision, and shall incorporate this requirement in all written contracts with outside experts and firms utilized pursuant to this Section.

(Added November 2003)

F1.113. CONTROLLER'S AUDIT FUND.

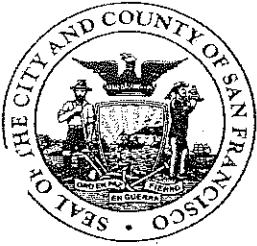
Notwithstanding any other provision of this Charter, the Mayor and Board of Supervisors shall be required to budget an amount equal to at least two-tenths of one percent (0.2%) of the City's overall budget, apportioned by fund and excluding bond related debt, to implement this provision. This amount shall be referred to as the Controller's Audit Fund, and shall be used exclusively to implement the duties and requirements of this Appendix, and shall not be used to displace funding for the non-audit related functions of the Controller's Office existing prior to the date this provision is enacted. If the funds are not expended or encumbered by the end of the fiscal year, the balance in the fund shall revert to the General Fund or the enterprise funds where it originated.

(Added November 2003)

F1.114. OPERATIVE DATE; SEVERABILITY.

(a) This charter amendment shall be operative on July 1, 2004. This amendment shall not affect the term or tenure of the incumbent Controller.

(b) If any section, subsection, provision or part of this charter amendment or its application to any person or circumstances is held to be unconstitutional or invalid, the remainder of the amendment, and the application of such provision to other persons or circumstances, shall not be affected.



CIVIL SERVICE COMMISSION
CITY AND COUNTY OF SAN FRANCISCO

EDWIN M. LEE
MAYOR

Sent via Electronic Mail

March 27, 2014

NOTICE OF CIVIL SERVICE COMMISSION MEETING

SUBJECT: REVIEW OF REQUEST FOR APPROVAL OF PROPOSED PERSONAL SERVICES CONTRACTS NUMBER 4030-11/12.

The above matter will be considered by the Civil Service Commission at a meeting to be held on **April 7, 2014** at 2:00 p.m. in Room 400, Fourth Floor, City Hall, 1 Dr. Carlton B. Goodlett Place.

This item will appear on the Ratification Agenda. Please refer to the attached Notice for procedural and other information about Commission hearings.

Attendance by you or an authorized representative is welcome. Should you or your representative not attend, the Commission will rule on the information previously submitted and testimony provided at its meeting. All calendared items will be heard and resolved at this time unless good reasons are presented for a continuance.

All non-privileged materials being considered by the Civil Service Commission for this item are available for public inspection and copying at the Civil Service Commission office Monday through Friday from 8:00 a.m. to 5:00 p.m.

CIVIL SERVICE COMMISSION

JENNIFER JOHNSTON
Executive Officer

Attachment

Cc: Rachel Buerkle, Department of Environment
Commission File
Commissioners' Binder
Chron

TRIPPLER COUNTY SUPPORTS
CALENDAR FROM 9

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: ENVIRONMENT Dept. Code: ENV

Type of Request: [] Initial [x] Modification of an existing PSC (PSC # 4030-11/12)

Type of Approval: [] Expedited [x] Regular ([] Omit Posting)

Type of Service: Pick-up & Disposal of Residentially Generated Pharmaceutical Waste

Funding Source: Private Grant

PSC Original Approved Amount: \$75,000

PSC Original Approved Duration: 08/01/11 - 07/01/13 (1 year 47 we

PSC Mod#1 Amount: \$122,000

PSC Mod#1 Duration: 03/01/14-06/30/16 (3 years)

PSC Mod#2 Amount:

PSC Mod#2 Duration:

PSC Cumulative Amount Proposed: \$197,000

PSC Cumulative Duration Proposed: 4 years 47 weeks

1. Description of Work

A. Scope of Work:

The contractor will provide the pick-up and disposal of residentially generated, discarded pharmaceuticals collected at designated pharmacies and police stations in San Francisco. Pick-ups must be available on both a regularly scheduled and on-call basis, depending on the collection site's individual needs. The contractor will also provide supplies and equipment as necessary for accomplishing this task.

B. Explain why this service is necessary and the consequence of denial:

See Attached Document.

C. Has this service been provided in the past. If so, how? If the service was provided via a PSC, provide the most recently approved PSC # and upload a copy of the PSC.

Yes.under PSC 4030-11/12

D. Will the contract(s) be renewed? Contract may be re-bid if services still needed.

2. Union Notification: On 02/13/14, the Department notified the following employee organizations of this PSC/RFP request: all unions were notified

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 4030-11/12

Civil Service Commission Action:

DHR Analysis/Recommendation:

Commission Approval Required

DHR Approved for 03/17/2014

THIS DOCUMENT SUPPORTS CALENDAR ITEM 9

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise:

The hauler must be registered with the CA DPH as a Medical Waste Hauler, and with the CA DTSC as a Hazardous Waste Transporter. The hauler must be in compliance with all applicable state and federal regulations

B. Which, if any, civil service class(es) normally perform(s) this work?
none,

C. Will contractor provide facilities and/or equipment not currently possessed by the City? If yes, explain:
Yes. See Attached Document.

4. Why Classified Civil Service Cannot Perform

A. Explain why civil service classes are not applicable:

Civil service classes are not applicable because special licensing is needed.

B. Would it be practical to adopt a new civil service class to perform this work? Explain.
No; This is a highly specialized, properly licensed service.

5. Additional Information (if "yes", attach explanation)

YES NO

A. Will the contractor directly supervise City and County employee? YES NO

B. Will the contractor train City and County employee? YES NO

C. Are there legal mandates requiring the use of contractual services? YES NO

D. Are there federal or state grant requirements regarding the use of contractual services? YES NO

E. Has a board or commission determined that contracting is the most effective way to provide this service? YES NO

F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? Yes. The modification is to allow amendment of the contract. YES NO

THE ABOVE INFORMATION IS SUBMITTED AS COMPLETE AND ACCURATE ON BEHALF OF THE DEPARTMENT HEAD

ON 02/13/14 BY:

Name: Rachel Buerkle Phone: 415-355-3704 Email: Rachel.Buerkle@sfgov.org

Address: 1455 Market Street, #1200 San Francisco, CA 94103

Receipt of Union Notification(s)
◆ All Unions

-----Original Message-----

From: dhr-psccordinator@sfgov.org [mailto:dhr-psccordinator@sfgov.org]

Sent: Thursday, February 13, 2014 3:10 PM

To: Buerkle, Rachel; rmittchell@twusf.org; grojo@local39.org; jduritz@uapd.com; staff@sfmea.com; mike@dc16.us; khughes@ibew6.org; L21PSCReview@ifpte21.org; sfsmsa@gmail.com; jebrenner@ifpte21.org; david.canham@seiu1021.org; joe.tanner@seiu1021.net; Larry.Bradshaw@seiu1021.org; L21PSCReview@ifpte21.org; LiUNA.local261@gmail.com; local200twu@sbcglobal.net; jvannucchi@sbcglobal.net; camaguey@sfmea.com; ecdemvoter@aol.com; tiya.thlang@seiu1021.org; Buerkle, Rachel; DHR-PSCCoordinator, DHR; Isen, Richard

Subject: Receipt of a REGULAR Modification Request to PSC # 4030-11/12 - MODIFICATIONS

PSC RECEIPT of Modification notification sent to DHR

The ENVIRONMENT -- ENV has submitted a modification request for a Personal Services Contract (PSC) for \$122,000 for services for the period March 1, 2014

- June 30, 2016. For Regular/Annual/Continual Modification requests there is a 7-Day noticed to the union(s) prior to Department PSC Due to DHR date before the request is scheduled for Civil Service Commission meeting date.

After logging into the system please select link below:

<http://apps.sfgov.org/dhrdrupal/node/1426>

Email sent to the following addresses: Please check the record to see if you selected a union where a corresponding email in the TO: field isn't present.

Either you selected none or there is no email entered in the system by that particular union

Additional Attachment(s) of Explanation

◇ **Section 1. Description of Work**

1B. Explain why this service is necessary and the consequences of denial

◇ **Section 3. Description of Required Skills/Expertise**

3C. Will contractor provide facilities and/or equipment not currently possessed by the City? If yes, explain.

Pharmaceutical Waste Pick-Up

PSC-4030-11/12 Mod 2/12/2014

Q. 1. B. Explain why this service is necessary and the consequences of denial:

Why Necessary:

This service is an integral piece of a permanent pharmaceutical collection program in San Francisco. The San Francisco Department of the Environment ("SFDOE") and the San Francisco Public Utilities Commission ("SFPUC") receive thousands of calls annually from concerned residents requesting information about proper drug disposal. Despite the considerable demand, no such program exists city-wide. The City is working with pharmaceutical manufacturers to develop a pilot program to collect residentially generated pharmaceutical waste at pharmacies and police stations, which would require the service of a medical waste hauler for pick-up and disposal. This service is also necessary to meet the City's broader goal of Zero Waste Generation by 2020.

Consequences of Denial:

Without this program, the Department of the Environment would be unable to run a permanent collection program for the residents of San Francisco, at the risk of both public and environmental health. A permanent pharmaceutical collection program would help prevent the accidental use or misuse of unused and expired pharmaceuticals. It will also prevent improper disposal in the sewer system or landfill – both of which allow pharmaceuticals to end up in local water bodies.

Q. 3.C. Will contractor provide facilities and/or equipment not currently possessby the City? If yes, explain:

Yes; the contractor will provide the proper vehicles for the transportation of pharmaceutical waste. The contractor may also be requested to provide the proper collection bins to be placed at each collection site. Collection bins must be metal mailbox-style drop-boxes, with a two-key design (pharmacist has one key, hauler has the other key). The size of each bin will be determined based on what the hauler has to offer as well as the space constraints of each pharmacy or police station collection site.

Additional Attachment(s)

Agreement between the City and County of San Francisco and

Sharps Solutions, LLC

**City and County of San Francisco
Office of Contract Administration
Purchasing Division**

First Amendment

THIS AMENDMENT (this "Amendment") is made as of October 18, 2012, in San Francisco, California, by and between **Sharps Solutions, LLC** ("Contractor"), and the City and County of San Francisco, a municipal corporation ("City"), acting by and through its Director of the Office of Contract Administration.

RECITALS

WHEREAS, City and Contractor have entered into the Agreement (as defined below);
and

WHEREAS, City and Contractor desire to modify the Agreement on the terms and conditions set forth herein to extend the performance period and increase the contract amount;

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 January 25, 2012 between Contractor and City.

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:

a. Section 2. Section 2, Term of the Agreement currently reads as follows:

2. Term of the Agreement. Subject to Section 1, the term of this Agreement shall be from **January 5, 2012 to January 5, 2013.**

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

2. Term of the Agreement. Subject to Section 1, the term of this Agreement shall be from **January 5, 2012 to June 1, 2014.**

b. **Section 5.** Section 5, Compensation of the Agreement currently reads as follows:

5. **Compensation.** Compensation shall be made in monthly payments on or before the last day of each month for work, as set forth in Section 4 of this Agreement, that the Director of the Department of the Environment, 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 SEVENTY-FIVE THOUSAND DOLLARS (\$75,000)**. 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. No charges shall be incurred under this Agreement nor shall any payments become due to Contractor until reports, services, or both, required under this Agreement are received from Contractor and approved by the Department of the Environment as being in accordance with this Agreement. City may withhold payment to Contractor in any instance in which Contractor has failed or refused to satisfy any material obligation provided for under this Agreement. In no event shall City be liable for interest or late charges for any late payments.

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

5. **Compensation.** Compensation shall be made in monthly payments on or before the last day of each month for work, as set forth in Section 4 of this Agreement, that the Director of the Department of the Environment, 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 ONE HUNDRED TWELVE THOUSAND DOLLARS (\$112,000)**. 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. No charges shall be incurred under this Agreement nor shall any payments become due to Contractor until reports, services, or both, required under this Agreement are received from Contractor and approved by the Department of the Environment as being in accordance with this Agreement. City may withhold payment to Contractor in any instance in which Contractor has failed or refused to satisfy any material obligation provided for under this Agreement. In no event shall City be liable for interest or late charges for any late payments.

3. **Effective Date.** Each of the modifications set forth in Section 2 shall be effective on and after the date of this Amendment.

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

Recommended by:

Sharps Solutions, LLC

Melanie Nutter, Director
Department of the Environment

By:

Name

Approved as to Form:

Title

Dennis J. Herrera
City Attorney

Sharps Solutions, LLC
3563 Investment Blvd, #6,
Hayward, CA 94545,

By:

Thomas J. Owen
Deputy City Attorney

City vendor number: 87160

Approved:

Jaci Fong
Director of the Office of Contract
Administration, and Purchaser

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

Agreement between the City and County of San Francisco and
Sharps Solutions, LLC

This Agreement is made this 25th day of January, 2012, in the City and County of San Francisco, State of California, by and between: **Sharps Solutions, LLC, 3563 Investment Blvd, #6, Hayward, CA 94545**, hereinafter referred to as "Contractor," and the City and County of San Francisco, a municipal corporation, hereinafter referred to as "City," acting by and through its Director of the Office of Contract Administration or the Director's designated agent, hereinafter referred to as "Purchasing."

Recitals

WHEREAS, the Department of the Environment ("Department") wishes to arrange for the pick-up and disposal of residentially generated, discarded pharmaceuticals in San Francisco on a pilot program basis; and,

WHEREAS, a Request for Proposal ("RFP") was issued on October 13, 2011, and City selected Contractor as the highest qualified scorer pursuant to the RFP; and

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

WHEREAS, approval for this Agreement was obtained when the Civil Service Commission approved Contract number 4030-11/12 on September 19, 2011;

Now, THEREFORE, the parties agree as follows:

1. Certification of Funds; Budget and Fiscal Provisions; Termination in the Event of Non-Appropriation. This Agreement is subject to the budget and fiscal provisions of the City's Charter. Charges will accrue only after prior written authorization certified by the Controller, and the amount of City's obligation hereunder shall not at any time exceed the amount certified for the purpose and period stated in such advance authorization. This Agreement will terminate without penalty, liability or expense of any kind to City at the end of any fiscal year if funds are not appropriated for the next succeeding fiscal year. If funds are appropriated for a portion of the fiscal year, this Agreement will terminate, without penalty, liability or expense of any kind at the end of the term for which funds are appropriated. City has no obligation to make appropriations for this Agreement in lieu of appropriations for new or other agreements. City budget decisions are subject to the discretion of the Mayor and the Board of Supervisors. Contractor's assumption of risk of possible non-appropriation is part of the consideration for this Agreement.

THIS SECTION CONTROLS AGAINST ANY AND ALL OTHER PROVISIONS OF THIS AGREEMENT.

2. Term of the Agreement. Subject to Section 1, the term of this Agreement shall be from **January 5, 2012 to January 5, 2013.**

3. Effective Date of Agreement. This Agreement shall become effective when the Controller has certified to the availability of funds and Contractor has been notified in writing.

4. **Services Contractor Agrees to Perform.** The Contractor agrees to perform the services provided for in Appendix A, "Description of Services," attached hereto and incorporated by reference as though fully set forth herein.
5. **Compensation.** Compensation shall be made in monthly payments on or before the last day of each month for work, as set forth in Section 4 of this Agreement, that the Director of the Department of the Environment, 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 SEVENTY-FIVE THOUSAND DOLLARS (\$75,000)**. 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. No charges shall be incurred under this Agreement nor shall any payments become due to Contractor until reports, services, or both, required under this Agreement are received from Contractor and approved by the Department of the Environment as being in accordance with this Agreement. City may withhold payment to Contractor in any instance in which Contractor has failed or refused to satisfy any material obligation provided for under this Agreement. In no event shall City be liable for interest or late charges for any late payments.
6. **Guaranteed Maximum Costs.** The City's obligation hereunder shall not at any time exceed the amount certified by the Controller for the purpose and period stated in such certification. Except as may be provided by laws governing emergency procedures, officers and employees of the City are not authorized to request, and the City is not required to reimburse the Contractor for, Commodities or Services beyond the agreed upon contract scope unless the changed scope is authorized by amendment and approved as required by law. Officers and employees of the City are not authorized to offer or promise, nor is the City required to honor, any offered or promised additional funding in excess of the maximum amount of funding for which the contract is certified without certification of the additional amount by the Controller. The Controller is not authorized to make payments on any contract for which funds have not been certified as available in the budget or by supplemental appropriation.
7. **Payment; Invoice Format.** Invoices furnished by Contractor under this Agreement must be in a form acceptable to the Controller, and must include a unique invoice number. All amounts paid by City to Contractor shall be subject to audit by City. Payment shall be made by City to Contractor at the address specified in the section entitled "Notices to the Parties."
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.
9. **Left Blank by Agreement of the Parties (Disallowance).**

10. Taxes

a. Payment of any taxes, including possessory interest taxes and California sales and use taxes, levied upon or as a result of this Agreement, or the services delivered pursuant hereto, shall be the obligation of Contractor.

b. Contractor recognizes and understands that this Agreement may create a "possessory interest" for property tax purposes. Generally, such a possessory interest is not created unless the Agreement entitles the Contractor to possession, occupancy, or use of City property for private gain. If such a possessory interest is created, then the following shall apply:

1) Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that Contractor, and any permitted successors and assigns, may be subject to real property tax assessments on the possessory interest;

2) Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that the creation, extension, renewal, or assignment of this Agreement may result in a "change in ownership" for purposes of real property taxes, and therefore may result in a revaluation of any possessory interest created by this Agreement. Contractor accordingly agrees on behalf of itself and its permitted successors and assigns to report on behalf of the City to the County Assessor the information required by Revenue and Taxation Code section 480.5, as amended from time to time, and any successor provision.

3) Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that other events also may cause a change of ownership of the possessory interest and result in the revaluation of the possessory interest. (see, e.g., Rev. & Tax. Code section 64, as amended from time to time). Contractor accordingly agrees on behalf of itself and its permitted successors and assigns to report any change in ownership to the County Assessor, the State Board of Equalization or other public agency as required by law.

4) Contractor further agrees to provide such other information as may be requested by the City to enable the City to comply with any reporting requirements for possessory interests that are imposed by applicable law.

11. Payment Does Not Imply Acceptance of Work. The granting of any payment by City, or the receipt thereof by Contractor, shall in no way lessen the liability of Contractor to replace unsatisfactory work, equipment, or materials, although the unsatisfactory character of such work, equipment or materials may not have been apparent or detected at the time such payment was made. Materials, equipment, components, or workmanship that do not conform to the requirements of this Agreement may be rejected by City and in such case must be replaced by Contractor without delay.

12. Qualified Personnel. Work under this Agreement shall be performed only by competent personnel under the supervision of and in the employment of Contractor. Contractor will comply with City's reasonable requests regarding assignment of personnel, but all personnel, including those assigned at City's request, must be supervised by Contractor. Contractor shall commit adequate resources to complete the project within the project schedule specified in this Agreement.

13. Responsibility for Equipment. City shall not be responsible for any damage to persons or property as a result of the use, misuse or failure of any equipment used by Contractor, or by any of its employees, even though such equipment be furnished, rented or loaned to Contractor by City.

14. Independent Contractor; Payment of Taxes and Other Expenses

a. **Independent Contractor.** Contractor or any agent or employee of Contractor shall be deemed at all times to be an independent contractor and is wholly responsible for the manner in which it performs the services and work requested by City under this Agreement. Contractor or any agent or employee of Contractor shall not have employee status with City, nor be entitled to participate in any

plans, arrangements, or distributions by City pertaining to or in connection with any retirement, health or other benefits that City may offer its employees. Contractor or any agent or employee of Contractor is liable for the acts and omissions of itself, its employees and its agents. Contractor shall be responsible for all obligations and payments, whether imposed by federal, state or local law, including, but not limited to, FICA, income tax withholdings, unemployment compensation, insurance, and other similar responsibilities related to Contractor's performing services and work, or any agent or employee of Contractor providing same. Nothing in this Agreement shall be construed as creating an employment or agency relationship between City and Contractor or any agent or employee of Contractor. Any terms in this Agreement referring to direction from City shall be construed as providing for direction as to policy and the result of Contractor's work only, and not as to the means by which such a result is obtained. City does not retain the right to control the means or the method by which Contractor performs work under this Agreement.

b. **Payment of Taxes and Other Expenses.** Should City, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Division, or both, determine that Contractor is an employee for purposes of collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by Contractor which can be applied against this liability). City shall then forward those amounts to the relevant taxing authority. Should a relevant taxing authority determine a liability for past services performed by Contractor for City, upon notification of such fact by City, Contractor shall promptly remit such amount due or arrange with City to have the amount due withheld from future payments to Contractor under this Agreement (again, offsetting any amounts already paid by Contractor which can be applied as a credit against such liability). A determination of employment status pursuant to the preceding two paragraphs shall be solely for the purposes of the particular tax in question, and for all other purposes of this Agreement, Contractor shall not be considered an employee of City. Notwithstanding the foregoing, should any court, arbitrator, or administrative authority determine that Contractor is an employee for any other purpose, then Contractor agrees to a reduction in City's financial liability so that City's total expenses under this Agreement are not greater than they would have been had the court, arbitrator, or administrative authority determined that Contractor was not an employee.

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.

4) Environmental Pollution Liability insurance with limits not less than \$1,000,000 each occurrence combined single limit, including coverages for on-site or off-site party claims for bodily injury and property damage for abatement and disposal of hazardous materials.

b. Commercial General Liability and Commercial Automobile Liability and Environmental Pollution 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 to:

Department of the Environment
11 Grove Street
San Francisco, CA 94102
Attn: Rachel C. Buerkle

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.

k. Any of the terms or conditions of this Section 15 may be waived by the City's Risk Manager in writing, and attached to this Agreement as Appendix C. Such waiver is fully incorporated herein. The waiver shall waive only the requirements that are expressly identified and waived, and under such terms and conditions as stated in the waiver.

16. Indemnification. Contractor shall indemnify and save harmless City and its officers, agents and employees from, and, if requested, shall defend them against any and all loss, cost, damage, injury, liability, and claims thereof for injury to or death of a person, including employees of Contractor or loss of or damage to property, arising directly or indirectly from Contractor's performance of this Agreement, including, but not limited to, Contractor's use of facilities or equipment provided by City or others, regardless of the negligence of, and regardless of whether liability without fault is imposed or sought to be imposed on City, except to the extent that such indemnity is void or otherwise unenforceable under applicable law in effect on or validly retroactive to the date of this Agreement, and except where such loss, damage, injury, liability or claim is the result of the active negligence or willful misconduct of City and is not contributed to by any act of, or by any omission to perform some duty imposed by law or agreement on Contractor, its subcontractors or either's agent or employee. The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, consultants and experts and related costs and City's costs of investigating any claims against the City. In addition to Contractor's obligation to indemnify City, Contractor specifically acknowledges and agrees that it has an immediate and independent obligation to defend City from any claim which actually or potentially falls within this indemnification provision, even if the allegations are or may be groundless, false or fraudulent, which obligation arises at the time such claim is tendered to Contractor by City and continues at all times thereafter. Contractor shall indemnify and hold City harmless from all loss and liability, including attorneys' fees, court costs and all other litigation expenses for any infringement of the patent rights, copyright, trade secret or any other proprietary right or trademark, and all other intellectual property claims of any person or persons in consequence of the use by City, or any of its officers or agents, of articles or services to be supplied in the performance of this Agreement.

17. Incidental and Consequential Damages. Contractor shall be responsible for incidental and consequential damages resulting in whole or in part from Contractor's acts or omissions. Nothing in this Agreement shall constitute a waiver or limitation of any rights that City may have under applicable law.

18. Liability of City. CITY'S PAYMENT OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE PAYMENT OF THE COMPENSATION PROVIDED FOR IN SECTION 5 OF THIS AGREEMENT. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IN NO EVENT SHALL CITY BE LIABLE, REGARDLESS OF WHETHER ANY CLAIM IS BASED ON CONTRACT OR TORT, FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES PERFORMED IN CONNECTION WITH THIS AGREEMENT.

19. Left Blank by Agreement of the Parties (Liquidated Damages).

20. Default; Remedies

a. Each of the following shall constitute an event of default ("Event of Default") under this Agreement:

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

- | | |
|---|---------------------------------------|
| 8. Submitting False Claims; Monetary Penalties. | 37. Drug-free workplace policy |
| 10. Taxes | 53. Compliance with laws |
| 15. Insurance | 55. Supervision of minors |
| 24. Proprietary or confidential information of City | 57. Protection of private information |
| 30. Assignment | 58. Graffiti removal |

2) Contractor fails or refuses to perform or observe any other term, covenant or condition contained in this Agreement, and such default continues for a period of ten days after written notice thereof from City to Contractor.

3) Contractor (a) is generally not paying its debts as they become due, (b) files, or consents by answer or otherwise to the filing against it of, a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction, (c) makes an assignment for the benefit of its creditors, (d) consents to the appointment of a custodian, receiver, trustee or other officer with similar powers of Contractor or of any substantial part of Contractor's property or (e) takes action for the purpose of any of the foregoing.

4) A court or government authority enters an order (a) appointing a custodian, receiver, trustee or other officer with similar powers with respect to Contractor or with respect to any substantial part of Contractor's property, (b) constituting an order for relief or approving a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction or (c) ordering the dissolution, winding-up or liquidation of Contractor.

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

c. All remedies provided for in this Agreement may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations. The exercise of any remedy shall not preclude or in any way be deemed to waive any other remedy.

21. Termination for Convenience

a. City shall have the option, in its sole discretion, to terminate this Agreement, at any time during the term hereof, for convenience and without cause. City shall exercise this option by giving Contractor written notice of termination. The notice shall specify the date on which termination shall become effective.

b. Upon receipt of the notice, Contractor shall commence and perform, with diligence, all actions necessary on the part of Contractor to effect the termination of this Agreement on the date specified by City and to minimize the liability of Contractor and City to third parties as a result of termination. All such actions shall be subject to the prior approval of City. Such actions shall include, without limitation:

- 1) Halting the performance of all services and other work under this Agreement on the date(s) and in the manner specified by City.
- 2) Not placing any further orders or subcontracts for materials, services, equipment or other items.
- 3) Terminating all existing orders and subcontracts.
- 4) At City's direction, assigning to City any or all of Contractor's right, title, and interest under the orders and subcontracts terminated. Upon such assignment, City shall have the right, in

its sole discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.

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

6) Completing performance of any services or work that City designates to be completed prior to the date of termination specified by City.

7) Taking such action as may be necessary, or as the City may direct, for the protection and preservation of any property related to this Agreement which is in the possession of Contractor and in which City has or may acquire an interest.

c. Within 30 days after the specified termination date, Contractor shall submit to City an invoice, which shall set forth each of the following as a separate line item:

1) The reasonable cost to Contractor, without profit, for all services and other work City directed Contractor to perform prior to the specified termination date, for which services or work City has not already tendered payment. Reasonable costs may include a reasonable allowance for actual overhead, not to exceed a total of 10% of Contractor's direct costs for services or other work. Any overhead allowance shall be separately itemized. Contractor may also recover the reasonable cost of preparing the invoice.

2) A reasonable allowance for profit on the cost of the services and other work described in the immediately preceding subsection (1), provided that Contractor can establish, to the satisfaction of City, that Contractor would have made a profit had all services and other work under this Agreement been completed, and provided further, that the profit allowed shall in no event exceed 5% of such cost.

3) The reasonable cost to Contractor of handling material or equipment returned to the vendor, delivered to the City or otherwise disposed of as directed by the City.

4) A deduction for the cost of materials to be retained by Contractor, amounts realized from the sale of materials and not otherwise recovered by or credited to City, and any other appropriate credits to City against the cost of the services or other work.

d. In no event shall City be liable for costs incurred by Contractor or any of its subcontractors after the termination date specified by City, except for those costs specifically enumerated and described in the immediately preceding subsection (c). Such non-recoverable costs include, but are not limited to, anticipated profits on this Agreement, post-termination employee salaries, post-termination administrative expenses, post-termination overhead or unabsorbed overhead, attorneys' fees or other costs relating to the prosecution of a claim or lawsuit, prejudgment interest, or any other expense which is not reasonable or authorized under such subsection (c).

e. In arriving at the amount due to Contractor under this Section, City may deduct: (1) all payments previously made by City for work or other services covered by Contractor's final invoice; (2) any claim which City may have against Contractor in connection with this Agreement; (3) any invoiced costs or expenses excluded pursuant to the immediately preceding subsection (d); and (4) in instances in which, in the opinion of the City, the cost of any service or other work performed under this Agreement is excessively high due to costs incurred to remedy or replace defective or rejected services or other work, the difference between the invoiced amount and City's estimate of the reasonable cost of performing the invoiced services or other work in compliance with the requirements of this Agreement.

f. City's payment obligation under this Section shall survive termination of this Agreement.

22. Rights and Duties upon Termination or Expiration

This Section and the following Sections of this Agreement shall survive termination or expiration of this Agreement:

- | | |
|---|---|
| 8. Submitting false claims | 24. Proprietary or confidential information of City |
| 9. Disallowance | 26. Ownership of Results |
| 10. Taxes | 27. Works for Hire |
| 11. Payment does not imply acceptance of work | 28. Audit and Inspection of Records |
| 13. Responsibility for equipment | 48. Modification of Agreement. |
| 14. Independent Contractor; Payment of Taxes and Other Expenses | 49. Administrative Remedy for Agreement Interpretation. |
| 15. Insurance | 50. Agreement Made in California; Venue |
| 16. Indemnification | 51. Construction |
| 17. Incidental and Consequential Damages | 52. Entire Agreement |
| 18. Liability of City | 56. Severability |
| | 57. Protection of private information |

Subject to the immediately preceding sentence, upon termination of this Agreement prior to expiration of the term specified in Section 2, this Agreement shall terminate and be of no further force or effect. Contractor shall transfer title to City, and deliver in the manner, at the times, and to the extent, if any, directed by City, any work in progress, completed work, supplies, equipment, and other materials produced as a part of, or acquired in connection with the performance of this Agreement, and any completed or partially completed work which, if this Agreement had been completed, would have been required to be furnished to City. This subsection shall survive termination of this Agreement.

23. Conflict of Interest. Through its execution of this Agreement, Contractor acknowledges that it is familiar with the provision of Section 15.103 of the City's Charter, Article III, Chapter 2 of City's Campaign and Governmental Conduct Code, and Section 87100 et seq. and Section 1090 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts which constitutes a violation of said provisions and agrees that it will immediately notify the City if it becomes aware of any such fact during the term of this Agreement.

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

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: Department of the Environment
11 Grove Street
San Francisco, CA 94102
Attn: Caitlin Sanders
caitlin.sanders@sfgov.org

To Contractor: Sharps Solutions, LLC
3563 Investment Blvd, #6,
Hayward, CA 94545,
Attn: Larry D. McCarty
larry.mccarty@sharps-solutions.com

Any notice of default must be sent by registered mail.

26. **Ownership of Results.** Any interest of Contractor or its Subcontractors, in drawings, plans, specifications, blueprints, studies, reports, memoranda, computation sheets, computer files and media or other documents prepared by Contractor or its subcontractors in connection with services to be performed under this Agreement, shall become the property of and will be transmitted to City. However, Contractor may retain and use copies for reference and as documentation of its experience and capabilities.

27. **Works for Hire.** If, in connection with services performed under this Agreement, Contractor or its subcontractors create artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, blueprints, source codes or any other original works of authorship, such works of authorship shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in such works are the property of the City. If it is ever determined that any works created by Contractor or its subcontractors under this Agreement are not works for hire under U.S. law, Contractor hereby assigns all copyrights to such works to the City, and agrees to provide any material and execute any documents necessary to effectuate such assignment. With the approval of the City, Contractor may retain and use copies of such works for reference and as documentation of its experience and capabilities.

28. **Audit and Inspection of Records.** Contractor agrees to maintain and make available to the City, during regular business hours, accurate books and accounting records relating to its work under this Agreement. Contractor will permit City to audit, examine and make excerpts and transcripts from such books and records, and to make audits of all invoices, materials, payrolls, records or personnel and other data related to all other matters covered by this Agreement, whether funded in whole or in part under this Agreement. Contractor shall maintain such data and records in an accessible location and condition for a period of not less than five years after final payment under this Agreement or until after final audit has been resolved, whichever is later. The State of California or any federal agency having an interest in the subject matter of this Agreement shall have the same rights conferred upon City by this Section.

29. **Subcontracting.** Contractor is prohibited from subcontracting this Agreement or any part of it unless such subcontracting is first approved by City in writing. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. An agreement made in violation of this provision shall confer no rights on any party and shall be null and void.

30. **Assignment.** The services to be performed by Contractor are personal in character and neither this Agreement nor any duties or obligations hereunder may be assigned or delegated by the Contractor

unless first approved by City by written instrument executed and approved in the same manner as this Agreement.

31. Non-Waiver of Rights. The omission by either party at any time to enforce any default or right reserved to it, or to require performance of any of the terms, covenants, or provisions hereof by the other party at the time designated, shall not be a waiver of any such default or right to which the party is entitled, nor shall it in any way affect the right of the party to enforce such provisions thereafter.

32. Earned Income Credit (EIC) Forms. Administrative Code section 12O requires that employers provide their employees with IRS Form W-5 (The Earned Income Credit Advance Payment Certificate) and the IRS EIC Schedule, as set forth below. Employers can locate these forms at the IRS Office, on the Internet, or anywhere that Federal Tax Forms can be found. Contractor shall provide EIC Forms to each Eligible Employee at each of the following times: (i) within thirty days following the date on which this Agreement becomes effective (unless Contractor has already provided such EIC Forms at least once during the calendar year in which such effective date falls); (ii) promptly after any Eligible Employee is hired by Contractor; and (iii) annually between January 1 and January 31 of each calendar year during the term of this Agreement. Failure to comply with any requirement contained in subparagraph (a) of this Section shall constitute a material breach by Contractor of the terms of this Agreement. If, within thirty days after Contractor receives written notice of such a breach, Contractor fails to cure such breach or, if such breach cannot reasonably be cured within such period of thirty days, Contractor fails to commence efforts to cure within such period or thereafter fails to diligently pursue such cure to completion, the City may pursue any rights or remedies available under this Agreement or under applicable law. Any Subcontract entered into by Contractor shall require the subcontractor to comply, as to the subcontractor's Eligible Employees, with each of the terms of this section. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Section 12O of the San Francisco Administrative Code.

33. Local Business Enterprise Utilization; Liquidated Damages

a. **The LBE Ordinance.** Contractor, shall comply with all the requirements of the Local Business Enterprise and Non-Discrimination in Contracting Ordinance set forth in Chapter 14B of the San Francisco Administrative Code as it now exists or as it may be amended in the future (collectively the "LBE Ordinance"), provided such amendments do not materially increase Contractor's obligations or liabilities, or materially diminish Contractor's rights, under this Agreement. Such provisions of the LBE Ordinance are incorporated by reference and made a part of this Agreement as though fully set forth in this section. Contractor's willful failure to comply with any applicable provisions of the LBE Ordinance is a material breach of Contractor's obligations under this Agreement and shall entitle City, subject to any applicable notice and cure provisions set forth in this Agreement, to exercise any of the remedies provided for under this Agreement, under the LBE Ordinance or otherwise available at law or in equity, which remedies shall be cumulative unless this Agreement expressly provides that any remedy is exclusive. In addition, Contractor shall comply fully with all other applicable local, state and federal laws prohibiting discrimination and requiring equal opportunity in contracting, including subcontracting.

b. **Compliance and Enforcement.** If Contractor willfully fails to comply with any of the provisions of the LBE Ordinance, the rules and regulations implementing the LBE Ordinance, or the provisions of this Agreement pertaining to LBE participation, Contractor shall be liable for liquidated damages in an amount equal to Contractor's net profit on this Agreement, or 10% of the total amount of this Agreement, or \$1,000, whichever is greatest. The Director of the City's Human Rights Commission or any other public official authorized to enforce the LBE Ordinance (separately and collectively, the "Director of HRC") may also impose other sanctions against Contractor authorized in the LBE Ordinance, including declaring the Contractor to be irresponsible and ineligible to contract with the City for a period of up to five years or revocation of the Contractor's LBE certification. The Director of HRC will determine the sanctions to be imposed, including the amount of liquidated damages, after investigation pursuant to

Administrative Code §14B.17. By entering into this Agreement, Contractor acknowledges and agrees that any liquidated damages assessed by the Director of the HRC shall be payable to City upon demand. Contractor further acknowledges and agrees that any liquidated damages assessed may be withheld from any monies due to Contractor on any contract with City. Contractor agrees to maintain records necessary for monitoring its compliance with the LBE Ordinance for a period of three years following termination or expiration of this Agreement, and shall make such records available for audit and inspection by the Director of HRC or the Controller upon request.

34. Nondiscrimination; Penalties

a. **Contractor Shall Not Discriminate.** In the performance of this Agreement, Contractor agrees not to discriminate against any employee, City and County employee working with such contractor or subcontractor, applicant for employment with such contractor or subcontractor, or against any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations, on the basis of the fact or perception of a person's race, color, creed, religion, national origin, ancestry, age, height, weight, sex, sexual orientation, gender identity, domestic partner status, marital status, disability or Acquired Immune Deficiency Syndrome or HIV status (AIDS/HIV status), or association with members of such protected classes, or in retaliation for opposition to discrimination against such classes.

b. **Subcontracts.** Contractor shall incorporate by reference in all subcontracts the provisions of §§12B.2(a), 12B.2(c)-(k), and 12C.3 of the San Francisco Administrative Code (copies of which are available from Purchasing) and shall require all subcontractors to comply with such provisions. Contractor's failure to comply with the obligations in this subsection shall constitute a material breach of this Agreement.

c. **Nondiscrimination in Benefits.** Contractor does not as of the date of this Agreement and will not during the term of this Agreement, in any of its operations in San Francisco, on real property owned by San Francisco, or where work is being performed for the City elsewhere in the United States, discriminate in the provision of bereavement leave, family medical leave, health benefits, membership or membership discounts, moving expenses, pension and retirement benefits or travel benefits, as well as any benefits other than the benefits specified above, between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of such employees, where the domestic partnership has been registered with a governmental entity pursuant to state or local law authorizing such registration, subject to the conditions set forth in §12B.2(b) of the San Francisco Administrative Code.

d. **Condition to Contract.** As a condition to this Agreement, Contractor shall execute the "Chapter 12B Declaration: Nondiscrimination in Contracts and Benefits" form (form HRC-12B-101) with supporting documentation and secure the approval of the form by the San Francisco Human Rights Commission.

e. **Incorporation of Administrative Code Provisions by Reference.** The provisions of Chapters 12B and 12C 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 Chapters, including but not limited to the remedies provided in such Chapters. Without limiting the foregoing, Contractor understands that pursuant to §§12B.2(h) and 12C.3(g) of the San Francisco Administrative Code, a penalty of \$50 for each person for each calendar day during which such person was discriminated against in violation of the provisions of this Agreement may be assessed against Contractor and/or deducted from any payments due Contractor.

35. MacBride Principles—Northern Ireland. Pursuant to San Francisco Administrative Code §12F.5, the City and County of San Francisco urges companies doing business in Northern Ireland to move towards resolving employment inequities, and encourages such companies to abide by the

MacBride Principles. The City and County of San Francisco urges San Francisco companies to do business with corporations that abide by the MacBride Principles. By signing below, the person executing this agreement on behalf of Contractor acknowledges and agrees that he or she has read and understood this section.

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

37. Drug-Free Workplace Policy. Contractor acknowledges that pursuant to the Federal Drug-Free Workplace Act of 1989, the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited on City premises. Contractor agrees that any violation of this prohibition by Contractor, its employees, agents or assigns will be deemed a material breach of this Agreement.

38. Resource Conservation. Chapter 5 of the San Francisco Environment Code ("Resource Conservation") is incorporated herein by reference. Failure by Contractor to comply with any of the applicable requirements of Chapter 5 will be deemed a material breach of contract.

39. Compliance with Americans with Disabilities Act. Contractor acknowledges that, pursuant to the Americans with Disabilities Act (ADA), programs, services and other activities provided by a public entity to the public, whether directly or through a contractor, must be accessible to the disabled public. Contractor shall provide the services specified in this Agreement in a manner that complies with the ADA and any and all other applicable federal, state and local disability rights legislation. Contractor agrees not to discriminate against disabled persons in the provision of services, benefits or activities provided under this Agreement and further agrees that any violation of this prohibition on the part of Contractor, its employees, agents or assigns will constitute a material breach of this Agreement.

40. Sunshine Ordinance. In accordance with San Francisco Administrative Code §67.24(e), contracts, contractors' bids, responses to solicitations and all other records of communications between City and persons or firms seeking contracts, shall be open to inspection immediately after a contract has been awarded. Nothing in this provision requires the disclosure of a private person or organization's net worth or other proprietary financial data submitted for qualification for a contract or other benefit until and unless that person or organization is awarded the contract or benefit. Information provided which is covered by this paragraph will be made available to the public upon request.

41. Public Access to Meetings and Records. If the Contractor receives a cumulative total per year of at least \$250,000 in City funds or City-administered funds and is a non-profit organization as defined in Chapter 12L of the San Francisco Administrative Code, Contractor shall comply with and be bound by all the applicable provisions of that Chapter. By executing this Agreement, the Contractor agrees to open its meetings and records to the public in the manner set forth in §§12L.4 and 12L.5 of the Administrative Code. Contractor further agrees to make-good faith efforts to promote community membership on its Board of Directors in the manner set forth in §12L.6 of the Administrative Code. The Contractor acknowledges that its material failure to comply with any of the provisions of this paragraph shall constitute a material breach of this Agreement. The Contractor further acknowledges that such material breach of the Agreement shall be grounds for the City to terminate and/or not renew the Agreement, partially or in its entirety.

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 the board of a state agency on which an appointee of that individual serves, (2) a candidate for the office held by such individual, or (3) a committee controlled by such individual, at any time from the commencement of negotiations for the contract until the later of either the termination of negotiations for such contract or six months after the date the contract is approved. 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.

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.

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.

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

m. 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.

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.

46. Prohibition on Political Activity with City Funds. In accordance with San Francisco Administrative Code Chapter 12.G, Contractor may not participate in, support, or attempt to influence any political campaign for a candidate or for a ballot measure (collectively, "Political Activity") in the performance of the services provided under this Agreement. Contractor agrees to comply with San Francisco Administrative Code Chapter 12.G and any implementing rules and regulations promulgated by the City's Controller. The terms and provisions of Chapter 12.G are incorporated herein by this reference. In the event Contractor violates the provisions of this section, the City may, in addition to any other rights or remedies available hereunder, (i) terminate this Agreement, and (ii) prohibit Contractor from bidding on or receiving any new City contract for a period of two (2) years. The Controller will not consider Contractor's use of profit as a violation of this section.

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

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

49. **Administrative Remedy for Agreement Interpretation.** Should any question arise as to the meaning and intent of this Agreement, the question shall, prior to any other action or resort to any other legal remedy, be referred to Purchasing who shall decide the true meaning and intent of the Agreement.

50. **Agreement Made in California; Venue.** The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in San Francisco.

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

52. **Entire Agreement.** This contract sets forth the entire Agreement between the parties, and supersedes all other oral or written provisions. This contract may be modified only as provided in Section 48, "Modification of Agreement."

53. **Compliance with Laws.** Contractor shall keep itself fully informed of the City's Charter, codes, ordinances and regulations of the City and of all state, and federal laws in any manner affecting the performance of this Agreement, and must at all times comply with such local codes, ordinances, and regulations and all applicable laws as they may be amended from time to time.

54. **Services Provided by Attorneys.** Any services to be provided by a law firm or attorney must be reviewed and approved in writing in advance by the City Attorney. No invoices for services provided by law firms or attorneys, including, without limitation, as subcontractors of Contractor, will be paid unless the provider received advance written approval from the City Attorney.

55. **Left Blank by Agreement of the Parties (Supervision of Minors).**

56. **Severability.** Should the application of any provision of this Agreement to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of this Agreement shall not be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the parties and shall be reformed without further action by the parties to the extent necessary to make such provision valid and enforceable.

57. **Protection of Private Information.** Contractor has read and agrees to the terms set forth in San Francisco Administrative Code Sections 12M.2, "Nondisclosure of Private Information," and 12M.3, "Enforcement" of Administrative Code Chapter 12M, "Protection of Private Information," which are incorporated herein as if fully set forth. Contractor agrees that any failure of Contractor to comply with the requirements of Section 12M.2 of this Chapter shall be a material breach of the Contract. In such an event, in addition to any other remedies available to it under equity or law, the City may terminate the Contract, bring a false claim action against the Contractor pursuant to Chapter 6 or Chapter 21 of the Administrative Code, or debar the Contractor.

58. **Graffiti Removal.** Graffiti is detrimental to the health, safety and welfare of the community in that it promotes a perception in the community that the laws protecting public and private property can be disregarded with impunity. This perception fosters a sense of disrespect of the law that results in an increase in crime; degrades the community and leads to urban blight; is detrimental to property values, business opportunities and the enjoyment of life; is inconsistent with the City's property maintenance goals and aesthetic standards; and results in additional graffiti and in other properties becoming the target of graffiti unless it is quickly removed from public and private property. Graffiti results in visual pollution and is a public nuisance. Graffiti must be abated as quickly as possible to avoid detrimental impacts on the City and County and its residents, and to prevent the further spread of graffiti. Contractor shall remove all graffiti from any real property owned or leased by Contractor in the City and County of San Francisco within forty eight (48) hours of the earlier of Contractor's (a) discovery or notification of the graffiti or (b) receipt of notification of the graffiti from the Department of Public Works. This section

is not intended to require a Contractor to breach any lease or other agreement that it may have concerning its use of the real property. The term "graffiti" means any inscription, word, figure, marking or design that is affixed, marked, etched, scratched, drawn or painted on any building, structure, fixture or other improvement, whether permanent or temporary, including by way of example only and without limitation, signs, banners, billboards and fencing surrounding construction sites, whether public or private, without the consent of the owner of the property or the owner's authorized agent, and which is visible from the public right-of-way. "Graffiti" shall not include: (1) any sign or banner that is authorized by, and in compliance with, the applicable requirements of the San Francisco Public Works Code, the San Francisco Planning Code or the San Francisco Building Code; or (2) any mural or other painting or marking on the property that is protected as a work of fine art under the California Art Preservation Act (California Civil Code Sections 987 et seq.) or as a work of visual art under the Federal Visual Artists Rights Act of 1990 (17 U.S.C. §§ 101 et seq.).

Any failure of Contractor to comply with this section of this Agreement shall constitute an Event of Default of this Agreement.

59. Food Service Waste Reduction Requirements. Effective June 1, 2007, Contractor agrees to comply fully with and be bound by all of the provisions of the Food Service Waste Reduction Ordinance, as set forth in San Francisco Environment Code Chapter 16, including the remedies provided, and implementing guidelines and rules. The provisions of Chapter 16 are incorporated herein by reference and made a part of this Agreement as though fully set forth. This provision is a material term of this Agreement. By entering into this Agreement, Contractor agrees that if it breaches this provision, City will suffer actual damages that will be impractical or extremely difficult to determine; further, Contractor agrees that the sum of one hundred dollars (\$100) liquidated damages for the first breach, two hundred dollars (\$200) liquidated damages for the second breach in the same year, and five hundred dollars (\$500) liquidated damages for subsequent breaches in the same year is reasonable estimate of the damage that City will incur based on the violation, established in light of the circumstances existing at the time this Agreement was made. Such amount shall not be considered a penalty, but rather agreed monetary damages sustained by City because of Contractor's failure to comply with this provision.

60. Left Blank by Agreement of the Parties (Slavery Era Disclosure).

61. Cooperative Drafting. This Agreement has been drafted through a cooperative effort of both parties, and both parties have had an opportunity to have the Agreement reviewed and revised by legal counsel. No party shall be considered the drafter of this Agreement, and no presumption or rule that an ambiguity shall be construed against the party drafting the clause shall apply to the interpretation or enforcement of this Agreement.

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

CITY

CONTRACTOR

Recommended by:

Sharps Solutions, LLC

Melanie Nutter, Director
Department of the Environment

By signing this Agreement, I certify that I comply with the requirements of the Minimum Compensation Ordinance, which entitle Covered Employees to certain minimum hourly wages and compensated and uncompensated time off.

Approved as to Form:

I have read and understood paragraph 35, the City's statement urging companies doing business in Northern Ireland to move towards resolving employment inequities, encouraging compliance with the MacBride Principles, and urging San Francisco companies to do business with corporations that abide by the MacBride Principles.

Dennis J. Herrera
City Attorney

By: _____
Thomas J. Owen
Deputy City Attorney

Approved:

By: _____

Naomi Kelly
Director of the Office of Contract
Administration, and
Purchaser

Name _____

Title _____

Sharps Solutions, LLC
3563 Investment Blvd, #6,
Hayward, CA 94545,

City vendor number: 87160

Appendices

- A: Services to be provided by Contractor
- B: Calculation of Charges

Appendix A
Services to be provided by Contractor

1. Description of Services

The mission of the City and County of San Francisco Department of the Environment (the Department) is to improve, enhance, and preserve the environment and promote San Francisco's long-term environmental sustainability. Among its current activities, the Department is managing a network of drop-off sites for the proper disposal of SF residents' medications. The contractor will provide storage, transportation, and disposal of collected residential non-controlled pharmaceutical waste.

The general services to be performed by the contractor will include the following, additional services may be agreed upon if the operation of the pilot program requires them.

1) Licensing

Contractor must be licensed by the California Department of Public Health as a medical waste transporter and by the California Department of Toxic Substances Control as a hazardous waste transporter. Contractor will provide a current copy of these licenses to the Department during the life of the contract.

2) Storage containers

- a. The contractor will order storage containers approved by the Department of the Environment.
- b. The contractor will then receive, warehouse, and deliver storage containers to each designated collection site in San Francisco.
- c. Storage containers shall be structurally sound, metal containers with dual locks.

3) Collection Site Trainings

- a. The Department and the contractor will jointly meet with each participating location to agree on bin location, service logistics, and site contacts.
- b. Current collection sites:

- 1. Torgsyn Discount Pharmacy Inc.**
5614 Geary Boulevard San Francisco, CA 94121
- 2. Joe's Pharmacy**
5199 Geary Boulevard San Francisco, CA 94118
- 3. Franklin Pharmacy**
1508 Franklin Street San Francisco, CA 94109
- 4. Four Fifty Sutter Pharmacy**
450 Sutter Street #712 San Francisco, CA 94108
- 5. Clay Medical Pharmacy**
929 Clay St # 103 San Francisco, CA 94108
- 6. Golden Gate Pharmacy**
1844 Noriega Street San Francisco, CA 94122
- 7. Post Divisadero Medical Pharmacy**
2299 Post Street San Francisco, CA 94115
- 8. Charlie's Pharmacy**
1101 Fillmore Street San Francisco, CA 94115
- 9. MOMS Pharmacy**
4071 18th Street San Francisco, CA 94114

- 10. Visitacion Valley Pharmacy**
100 Leland Avenue San Francisco, CA 94134
- 11. Daniels Pharmacy**
943 Geneva Avenue San Francisco, CA 94112
- 12. Central Drug Store**
4494 Mission Street San Francisco, CA 94112
- 13. Park Station**
1899 Waller St. San Francisco, CA 94117
- 14. Richmond Station**
461 6th Ave. San Francisco, CA 94118
- 15. Taraval Station**
2345 24th Ave. San Francisco, CA 94116
- 16. Mission Station**
630 Valencia St. San Francisco, CA 94110
- 17. Bayview Station**
201 Williams St. San Francisco, CA 94124

- c. The Department may in its sole discretion add other collection sites located within San Francisco, or remove sites from the above list. Contractor and Department will provide joint trainings for any new sites.

4) Scheduling

- a. The contractor will provide on-demand or regularly scheduled collections of the bin waste, depending on each site's preference and needs.
- b. The Department will approve each site's schedule.
- c. The Contractor will provide a system for the sites to contact the contractor directly to request on-demand collections. Contractor will make a weekly notification to the Department of on-demand requests.
- d. On-demand collections will be completed within 48 hours of the request.
- e. Delays in Service:
 - i. Any problems with delays during the course of a collection should be indicated on the manifest.
 - ii. If services are delayed for more than 48 hours for on-demand collections, a penalty of \$100 will be charged to the contractor against the next invoice.

5) Waste Handling, Characterization, & Transportation

- a. Upon arrival at the site for a collection, the contractor will secure the 2nd key for the bin from the site contact and hold the 2nd key to relock the bin before returning the key to the site contact upon completion.
- b. At each site collection the contractor will actively profile the contents of the bins and provide feedback regarding contents and packaging.
- c. The contractor will provide an approved biohazard accumulation box that will be removed when full, secured shut and replaced with a fresh accumulation box.
- d. The contractor will provide all materials and containers necessary for transportation of waste.
- e. All waste collected will be returned the same day to the Transfer Station in Hayward, or other approved location.
- f. Collected waste will be weighed on an FDA approved scale, with all corresponding weights put onto the original manifest.
- g. Once consolidated at a transfer station, Contractor shall cause the waste to be incinerated at a permitted medical waste incinerator. Current incinerator options:
 1. Healthcare Environmental Services in Fargo, North Dakota
 2. WMRRRC in Anahuac, Texas
- h. The Department may in its sole discretion add or remove incinerator sites or disposal methods from the above list.
- i. Notwithstanding any other provision of this contract, all pharmaceutical waste must be managed and this contract performed in strict compliance with Federal, State, and local laws, rules, regulations and orders, including, but not limited to:
 - Federal Controlled Substances Act
 - Resource Conservation and Recovery Act (RCRA)
 - Hazardous Waste Management Act (HWMA)
 - California Medical Waste Management Act
 - Occupational Safety and Health Act (OSHA)
 - San Francisco Health Code regulations, rules and orders of
 - the United States Environmental Protection Agency (EPA)
 - the Department of Transportation (DOT)
 - the State Department of Toxic Substance Control (DTSC)
 - the State Department of Public Health (DPH) and
 - the California Highway Patrol (CHP).

B. Reporting

1. A California DTSC approved Manifest will be filled out detailing the waste streams collected and in what container size(s).
2. During each collection, manifests will be signed by the contractor, and countersigned by the site contact witnessing and confirming the materials collected.
3. A copy of the manifest will be left with the site contact, to be held for their records.
4. The original manifest, which becomes the Certificate of Destruction when signed at the time of actual destruction, will be kept on file at the contractor's offices under regulatory guidelines.
5. Copies of all Certificates of Destruction shall be submitted to the Department monthly.
6. Pick-up reports shall be submitted to the Department weekly including date/time of pick-up requests, date/time of pick-up, collection site visited, volume/weight collected at each site, site observations/concerns, etc.
7. Any reporting, including any copies, shall be submitted on recycled paper and printed on double-sided pages to the maximum extent possible.

The Contract manager in his or her sole discretion must be satisfied that the contractor is meeting stated goals through planned and carried out activities and the measurement of qualitative and quantitative indicators of success indicators before approving reimbursement.

C. Department Liaison

In performing the services provided for in this Agreement, Contractor's liaison with the Department of the Environment will be Caitlin Sanders, Toxics Reduction Program Associate, or in her absence, Sushma Bhatia, Toxics Reduction Program Manager.

**Appendix B
Calculation of Charges**

The Contractor will provide services for the following flat fees provided below.
This is a (12) month contract. All prices shall remain firm for the entire contract term.
The starting base month will be January, 2012.

Fees for Contract Year Jan. 2012-Jan. 2013

Item No.	Description	Fee
1	Collection Site Storage Container	\$ _____ at cost*
2	Single Site/Bin Collection – per site	\$ _____ 75.00**
3	Emergency Pick-up fee - per site(weekends only)	\$ _____ 50.00**

*Price will be billed at cost, including shipping. There will be no mark-up. Container orders must be pre-approved by the Department of Environment contract manager.

**Per site collection rate includes collection, documentation, transport, destruction and replacement of accumulation containers. There will be no stop charges, fuel surcharges, energy surcharges, AB1807 fees, or hazardous spill cleanup fees.

Prices include all costs chargeable to City. Contractor will assume all costs including personnel salaries, transportation and any other expense for the training of his/her employees. No charges to City are to be made for training.

Additional Attachment(s) of Explanation

◇ **Section 1. Description of Work**

**1C. Has this service been provided in the past. If so, how?
If the service was provided via a PSC, provide the most
recently approved PSC # and upload a copy of the PSC.**

PSC # 4030-11/12

4030-11/12
Initial

MINUTES
Rescheduled Regular Meeting
September 23, 2011

3:00 p.m.
ROOM 400, CITY HALL
1 Dr. Carlton B. Goodlett Place

CALL TO ORDER

3:11 p.m.

President E. Dennis Normandy welcomed Kate Favetti to the Commission as a new Commissioner.

ROLL CALL

President E. Dennis Normandy	Present
Commissioner Kate Favetti	Present
Commissioner Mary Jung	Present

President E. Dennis Normandy presided.

APPROVAL OF THE RESCHEDULING OF THE MEETING

Action: Approve the rescheduling of meeting. (Vote of 3 to 0)

REQUEST TO SPEAK ON ANY MATTER WITHIN THE JURISDICTION OF THE CIVIL SERVICE COMMISSION AND WHICH IS NOT APPEARING ON TODAY'S AGENDA

None.

APPROVAL OF MINUTES

Regular Meeting of August 1, 2011

August 15, 2011: No action taken.

Action: Adopt. (Vote of 3 to 0)

Regular Meeting of August 15, 2011

Action: Adopt. (Vote of 3 to 0)

HUMAN RESOURCES DIRECTOR'S REPORT

0248-11-1 Department of Human Resources' Report on Provisional Appointments.
(Item No. 6)

Speakers: None.

Action: Postpone to the meeting of October 3, 2011.

0249-11-1 Department of Human Resources' Report on the Position-Based Testing Program. (Item No. 7)

Speakers: None.

Action: Postpone to the meeting of October 3, 2011.

0254-11-1 Department of Human Resources Annual Report on the Certification of Eligibles – Entry and Promotion – Uniformed Ranks of Fire and Police. (Item No. 8)

Speakers: None.

Action: Postpone to the meeting of October 3, 2011.

EXECUTIVE OFFICER'S REPORT

0224-11-1 Report on Pending Appeals Log as of June 30, 2011. (Item No. 9)

August 15, 2011: No action taken.

Action: Accept the report. (Vote of 3 to 0)

0208-11-8 Review of request for approval of proposed personal services contracts. (Item No. 10)

PSC#	Department	Amount	Type of Service	Type of Approval	Duration
4013-11/12	Public Utilities Commission	\$670,000	The proposed work consists of periodic combined ground and airborne Light Detection and Ranging (LIDAR) surveys of HHWP's 160 miles of 230 kV and 115 kV overhead transmission line systems that run from Hetch Hetchy to Newark. Many of the survey areas are in rugged terrain and remote locations.	Regular	11/01/16
4014-11/12 <i>Amended</i> <i>See Item #11</i>	Public Utilities Commission	\$27,700,000 <i>(\$30,000,000)</i>	Work consists of planning and engineering of Wastewater Enterprises' Central Bayside System drainage basin improvements from Mission Creek to Islais Creek. Primary scope items include up to 8,000 feet of 20+ feet diameter tunnel from Channel Pump Station to the Southeast Plant (SEP), a large deep pump station near the SEP, modification to the Channel PS and the Flynn PS, micro-tunnel connections to satellite pump stations and green infrastructures within the basin.	Regular	11/01/20

August 1, 2011: Postpone PSC #'s 4013-11/12 and 4014-11/12 to the meeting of August 15, 2011 at the request of the Public Utilities Commission.

August 15, 2011: No action taken.

Speakers: None.

Action:

Adopt the report; Approve request for proposed personal service contracts. Notify the Office of the Controller and the Office of Contract Administration. (Vote 3 to 0)

(10 Review of request for approval of proposed personal services contract. (File No. 0220-11-8) – Action Item

PSC#	Department	Amount	Type of Service	Type of Approval	Duration
4014-11/12 <i>Amended</i> <i>Postponed from 8/1/11</i> <i>See Item #10</i>	Public Utilities Commission	\$30,000,000	Work consists of planning and engineering of Wastewater Enterprises' Central Bayside System drainage basin improvements from Mission Creek to Islais Creek. Primary scope items include up to 8,000 feet of 20+ feet diameter tunnel from Channel Pump Station to the Southeast Plant (SEP), a large deep pump station near the SEP, modification to the Channel PS and the Flynn PS, micro-tunnel connections to satellite pump stations and green infrastructures within the basin.	Regular	11/01/20
4016-11/12	Airport Commission	\$113,000	Complete certain tasks related to user adoption and data edits of the Airport's enterprise-wide PMBS used to monitor, track and report revenue and other key business information on all San Francisco International Airport property leases, space permits, and other property contracts. Implementation includes training of Airport staff on how to use the system's features to the fullest extent, data updates, documentation and select other changes to support required functionality. This request is to complete the user adoption and data edits tasks of the original PSC 4041-06/07 that expired (November 30, 2009) and totaled \$590,000 which included the software, hardware, and services. The portion of the PSC amount devoted to services, including training, was estimated to be approximately 56% (or \$330,000).	Regular	12/31/12
4017-11/12	Airport Commission	\$350,000	This is an agreement to partially fund SamTrans owl bus service between SFO and San Francisco to the north and Palo Alto to the south. SamTrans is the bus operator that uses its own buses and facilities to operate in San Mateo County. This is a late night bus service that operates 7 days per week between the hours of 12:45 a.m. and 6:00 a.m.	Regular	08/14/13

4018-11/12	Airport Commission	\$575,000	Engineering and consulting design services to replace existing obsolete Airport access control system in order to comply with NFPA Fire Code, meet new TSA guideline: Title 49, Code of Federal Regulations (CFR) Chapter XII Part 1542 - Airport Security, secure Airport Operations Area (AOA) and improve Airport security. The work includes field work, preparation of construction bid plans and specification and integration of existing Airport systems to the new access control.	Regular	10/01/14
4019-11/12	Airport Commission	\$3,000,000	SFO is embarking on the creation of a sustainability plan in which all operations, procedures, and practices will be aligned with sustainability principles. This program includes several elements as follows: 1) Update the 2007 Environmental Sustainability Report (ESR) to summarize the various environmental achievements by the Airport. 2) Secure Leadership in Energy and Environmental Design (LEED) certification for Operation and Maintenance practices at SFO Terminal Complex from U.S. Green Building Council. This certification would indicate that SFO follows sustainable practices for maintaining the entire terminal complex. 3) Develop an overall Sustainability Plan for SFO. This plan would provide sustainability guidelines for all SFO operations, procedures, and practices and would constitute the basic plan for creating a sustainable Airport. 4) Update the annual Departmental Climate Action Plan (DCAP). The SFO DCAP has been recognized by the Department of Environment as a national trend setter for developing a Climate Action Plan. City Ordinance No. 8108 (attached) requires that the DCAP be updated annually by each City Department.	Regular	08/14/14
4020-11/12	Art Commission	\$315,000	Eight Writers Corps Artist-in-Residence will conduct writing classes with youth in need at up to 14 sites in San Francisco. Artists-in-Residence will serve youth who may be educationally disadvantaged, recently immigrated, homeless, incarcerated, or in crisis. Artists-in-Residence will teach and mentor targeted youth to increase their learning, writing and public speaking skills. Artists-in-Residence will plan and organize lesson plans, facilitate writing workshops; compile, design and edit publications of youth writing; and help to organize city-wide literary arts events for participating youth. Artists-in-Residence will work for ten months from September to June.	Regular	06/30/12

4021-11/12	Public Works	\$4,100,000	<p>DPW is seeking two qualified teams of consultants to be the City's representatives in leading and coordinating the material testing and special inspection services related to the construction of ESER projects. The two contract amounts are approximately \$1,900,000 and \$620,000 to provide MTSI services for the Public Safety Building and the Fire Stations component respectively. The Materials Testing and Special Inspection (MTSI) Team will be responsible for the monitoring of the materials and workmanship of all work that is critical to the integrity of a building structure to ensure compliance with the approved plans and specifications for Earthquake Safety and Emergency Response (ESER) Bond Program projects, including the Public Safety Building and the fire-station comprehensive & seismic renovation projects. The Special Inspectors will be responsible for performing all structural inspections prescribed by Local and State Building Codes and other regulatory agencies, including but not limited to concrete placement & sampling; reinforcing steel; shotcrete, bolts installed in new concrete; drilled dowels and anchors; structural welding; special moment-resisting frame; high-strength bolting, structural masonry; special grading and in-place soil density tests (soil compaction), excavation, and backfill; and sprayed-on fireproofing. The selected MTSI Team will provide specialized expertise to supplement Civil Service classifications that can normally perform and will be managed by City staff. The City's Materials Testing Lab will also be utilized to perform testing for in-place soil density, reinforcing steel testing, drilled dowels and anchors, and concrete sampling.</p>	Regular	01/08/18
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4022-11/12	Municipal Transportation Agency	\$750,000	The real estate planning advisors or consultants will provide commercial real estate planning services and any other related services to produce a financially sound and cost-effective real estate planning analysis, study, or other work product as requested by the SFMTA. The elected real estate planning advisory or consultant will provide qualified personnel for services which may include, but are not limited to, the following: existing and strategic real estate and facilities portfolio analyses, planning, and recommendations Strategic real estate and facility planning re: real estate acquisitions and modifications required to support growth in the SFMTA's vehicle fleets and new facilities and/or upgrades; including economic evaluations, development planning, and financial analysis; Commercial retail space leasing market and analysis and recommendations; planning and market research for real estate and policy analysis on urban development issues (e.g., current zoning, height, bulk, floor area ration [FAR], existing and surrounding uses for various sites, schematic plans for outreach meetings); Existing portfolio analysis, planning, and strategic recommendation; Transit Oriented Development planning (TOD) and analysis; and other requested advisory services.	Regular	12/31/17
4023-11/12	Treasurer/Tax Collector	\$1,200,000	TTX is seeking a proven complete Solution for the management of CCSF's Business Tax Division. The current BTS is a mainframe COBOL application whose functionality and support have long been over-reached. TTX has complex requirements due to frequent legislation changes and large number of departments relying on its services. BTS does not have the flexibility to meet CCSF's growing requirements nor can it satisfy potential efficiencies from improved workflow and technologies.	Regular	12/31/13

August 15, 2011: No action taken.

Speakers: Samuel Chui, Department of Public Works spoke on PSC #4021-11/12.
Ken Yee, Municipal Transportation Agency spoke on PSC #4022-11/12.

Action: Adopt the report; Approve request for proposed personal service contracts. Notify the Office of the Controller and the Office of Contract Administration. (Vote of 3 to 0)

**(11 Review of request for approval of proposed personal services contract.
) (File No. 0250-11-8) – Action Item**

PSC#	Department	Amount	Type of Service	Type of Approval	Duration
4024-11/12	Adult Probation	\$300,000	Contractor will provide 1) a comprehensive review and audit of the Department's policies and procedures, and update and improve policies and procedures to ensure that they are in compliance with local, state and federal law and which incorporate best practices in adult probation; 2) facilitation and support of the Community Corrections Partnership Collaboration; 3) an evaluation of Department case files on probationers sent to state prison in 2010; 4) creation of a training plan for the Department 5) grant writing and research; 6) demographic analysis.	Regular	07/30/13
4025-11/12	Airport Commission	\$500,000	The SMPOE Data Center project includes the development (both design and construction) of a new "Greenfield-built" Data Center Facility; that will include data processing equipment room, mechanical systems room, battery storage room, office, restroom and utility room. SFO requires construction management support with design-build experience in Data Centers design and construction experience to manage the programming, design and construction of this project. This project also includes the coordination of the construction of new fiber cable communications connections to be brought within the building envelope (by others) and all additional utilities/services necessary to service the building in its functional intent. The CM consultant team will be responsible for providing the specialized expertise to manage this scope of work.	Regular	06/30/16
4026-11/12	Airport Commission	\$1,750,000	The Contractor shall provide routine maintenance, scheduled maintenance/preventive maintenance, nonscheduled maintenance, ordinary wear and other maintenance and repair services, 24-hour on call response seven (7) days a week 365 days a year, equipment maintenance and repair activity documentation as well as reporting on the Airport-owned Passenger Boarding Bridges (PBB) and Baggage Handling Systems (BHS). The PBBs and BHSs were maintained by the airlines under their lease and use agreements in the past.	Regular	09/30/16

4027-11/12	Airport Commission	\$2,000,000	San Francisco International Airport plans to upgrade its industrial waste water treatment plant. The design/build team, with knowledge and experience in IWWT processing, sanitary sewer and reclaimed water system processes to provide programming, schematic design and management, will assist on this project. The IWWT project includes the design and construction of a new industrial waste water treatment process facility, offices and laboratory, demolition of the existing IWWT process building and shop building, construction of additional equalization tanks with power and controls, a new trickling filter tank, renovation of existing clarifiers and the existing sludge transfer pump station, construction of a new microbiology laboratory, evaluation and replacement of inter-building process piping, construction of a new chorine contact basin, incorporation of a new emergency power generator, upgrading of the existing Wonderware software program for process control, remodeling of the existing sanitary sewer administration and operations building, developing a plan to utilize the methane gas generated from digesters, replacement of motor control centers and the design and construction of a new Headworks box and screen facility, and developing a plan for Airport-wide reclaimed water processing system. The PM team will be responsible for providing the specialized experts to prepare bridging documents and manage this scope of work.	Regular	06/30/16
4028-11/12	Arts Commission	\$800,000	Artists team selected as part of a design competition to contract for final design and fabrication of a veteran's memorial for Memorial Court, which is part of the War Memorial Complex, located between the War Memorial Opera House and the Veterans Building.	Regular	06/30/14
4029-11/12	Controller	\$1,500,000	Provide municipal financing advisory services to Office of Public Finance and other Controller's Office and City department staff in the following areas: general obligation bonds, certificates of participation, lease revenue bonds, Mello-Roos special tax bonds, tax allocation bonds, revenue bonds, tax-exempt commercial paper, and other forms of municipal financing.	Regular	10/14/16
4030-11/12	Environment	\$75,000	The contractor will provide the pick-up and disposal of residentially generated, discarded pharmaceuticals collected at designated pharmacies and police stations in San Francisco. Pick-ups must be available on both a regularly scheduled and on-call basis, depending on the collection site's individual needs. The contractor will also provide supplies and equipment as necessary for accomplishing this task.	Regular	07/01/13

4031-11/12	General Services Agency	\$2,000,000	The contractor provides consulting services for the modification and customization of Customer Relationship Management (CRM) software used to manage the City's service requests. When required, vendor services assist City staff extend functionality of the application, while training staff to make additional improvements.	Regular	10/31/16
4032-11/12	Municipal Transportation Agency	\$450,000	Research and report on international best taxi industry practices and regulatory performance measures, recommend reforms of taxi regulations, develop a methodology for assessing the adequacy of taxi supply and demand and apply the methodology to evaluate the correct number of taxis in San Francisco, and develop a cost index to assess the appropriate level of taxi fares and gate fees and apply to index to determine whether San Francisco taxi fares and gate fees should be adjusted.	Regular	10/31/13
4033-11/12	Municipal Transportation Agency	\$1,770,000	Provide separate professional parking garage operational services for 13 parking facilities organized into three groups as follows: Group A - 6 Facilities (Civic Center, Lombard, Mission Bartlett, Performing Arts, and 16th & Hoff garages, and 7th & Harrison lot); Group B - 2 Facilities (Golden gateway and St. Mary's Square garages); Group C - 5 Facilities (SF General Hospital, Moscone Center, North Beach, Vallejo St., and Polk Bush garages). Services include: providing qualified and experienced parking personnel for cashiering, janitorial and security. The Operator shall provide oversight of all aspects of administrative functions including, but not limited to, collection, reconciliation and deposit of all parking and non-parking revenue; repair and maintenance of facilities, and revenue control equipment; compliance with insurance and bond requirement; providing valet or valet-assist parking services during special events., The term is six (6) years, thereafter on a month-to-month basis, not to exceed 36 months. The amount of \$1,770,000 represents the compensation paid to the parking firms for providing professional operational services at the 13 garages. The \$1,770,000 amount breaks down to approximately \$590,000 (\$72,000 per year, with a 5% increase starting in year four) for each of the three groups. Operating expenses, including parking taxes, are funded through gross parking revenue collected, but is not part of the compensation paid to the parking firm.	Regular	10/30/17

4034-11/12 Amended	Police	\$7,000,000 \$2,000,000	The proposed work is to develop a new data ware-house which will allow other agencies such as the Courts, Sheriff, District Attorney, Adult Probation and Public Defender to access our data as needed using our Citywide hub call JUSTIS. We will also be connecting to the broader Bay area, US and international data sources to improve our identification of crimes and crime activity in other regions. Predictive Oracle tools such as Oracle Business Intelligence Enterprise Engine will be used to help identify crime patterns and trends to assist in more efficient policing. The project will also be capable of providing access to data in Police vehicles, on hand held devices or laptops in order to provide more efficient public protection.	Regular	09/30/17 10/31/12
4035-11/12	Public Utilities Commission	\$960,000	The work consists of a one year contract to optimize, operate, and maintain Fats, Oils, and Grease (FOG) to Biodiesel equipment currently owned by the SFPUC and located at the SFPUC's Oceanside Water Pollution Control Plant. This equipment involves a proprietary process, patented by BlackGold Biofuels. As such, only BlackGold Biofuels can perform this work on the equipment. If the optimization work is successful, BlackGold Biofuels will train City personnel on the operation and maintenance of its equipment.	Regular	09/01/12
4036-11/12	Public Works	\$1,648,520	Perform environmental studies and reports for the effects of building new vehicle and transit access between Hunters Point Shipyard and northbound and southbound US 101 and I-280. The original PSC #4017-03/04 was approved on 8/18/2003 for \$2,200,000. The consultant has been under contract and has completed the studies, which were submitted to Caltrans over 3 years ago. Recently Caltrans asked the City to modify the alternatives and prepare a different type of environmental document.	Regular	08/30/14
4037-11/12	Public Works	\$800,000	Organize community support; prepare educational or outreach materials; assist in developing and conducting outreach and education efforts; conduct neighborhood cleaning projects; organize community interest in establishment of Business Neighborhood Improvement Districts (BID/NID); survey public opinion or conduct focus groups; provide specialized or untried equipment for evaluation; provide cleaning personnel for special events; conduct special cleaning services, graffiti abatement, or maintenance of plant materials services above or outside of the Bureau's routine operating responsibilities; and conducting pilot cleaning programs that affect both public and private properties. Bureau may award multiple contracts.	Regular	12/15/14

4038-11/12	Department of Technology	\$1,433,069	Phase I of this project will create a new digital video infrastructure that will operate in tandem with the old analog system until Phase II of the project is completed. Phase I includes equipment installation, integration and commissioning of two new control rooms located at SFGovTV's production facility in room 92 of City Hall. The new control rooms will be equipped with new digital audio and video equipment. Phase I also includes the installation of a new digital video routing switcher, a new Master Control center, video server, automation and the relocation of equipment currently located in room 92 to room 93. The source signals from the City Hall hearing rooms will not be replaced until Phase II, so the system installed during Phase I includes several analog/digital convertors to bridge the old and new equipment.	Regular	09/30/12
3076-09/10	Controller	Increase Amount \$103,000 New Amount \$143,000	The City and County of San Francisco issued an RFP and selected a Contractor to enable the City to print and deliver checks during standard business operations and during an emergency at either a City facility (non-hosted) or at third party Contractor-run facility or service (hosted) consistently, securely and accurately. In addition, the selected Contractor will print and deliver checks in the event of hardware failure, software failure, or power failure during standard business operations and also have the ability to produce and deliver checks in the event of a large scale disaster for the San Francisco Bay Area securely and accurately. A modification of the approved PSC summary is sought to maximized the term of the contract beyond two years.	Modification	07/30/21
4040-10/11	Art Commission	Increase Amount \$8,000,000 New Amount \$9,899,510	In accordance with the City Charter, the San Francisco Symphony will perform concerts. These concerts will take place at the San Francisco Davies Symphony Hall October 2010 - July 2011 with two free concerts at a public park. Concerts will continue at San Francisco Davies Symphony Hall From July 2011 - June 30, 2014, with one free concert at the park each year.	Modification	06/30/14
4023-08/09	Municipal Transportation Agency	Increase Amount \$210,000 New Amount \$1,110,000	To provide an off-site facility to collect pre-employment, post-accident, return-to-duty, reasonable suspicion breath and urine samples during normal working hours and/or after hours for San Francisco Municipal Transportation Agency (SFMTA) employees and contractors and to provide a mobile on-site facility to collect random, reasonable suspicion and post-accident breath and urine collection in compliance with DOT/FTA Drug and Alcohol Testing Regulations.	Modification	11/30/13

Speakers:

Mike Fernandez, Department of Public Works spoke on PSC #4037-11/12.

- Action:**
- (1) Adopt the report; Approve request for PSC #4034-11/12 as amended. Notify the Office of the Controller and the Office of Contract Administration. (Vote of 3 to 0)
 - (2) Adopt the report; Approve request for all remaining proposed personal service contracts. Notify the Office of the Controller and the Office of Contract Administration. (Vote of 3 to 0)

0221-11-1 Municipal Transportation Agency's Report on Provisional Appointments. (Item No. 13)

Speakers: None.

Action: Adopt the report. (Vote of 3 to 0)

0222-11-1 Municipal Transportation Agency's Report on Appointments Exempt from Civil Service under Charter Section 10.104.16 through 10.104.18. (Item No. 14)

Speakers: None.

Action: Adopt the report. (Vote of 3 to 0)

0222-11-1 Certification of the highest prevailing rate of wages of Various Crafts and Kinds of Labor Paid in Private Employment in the City & County of San Francisco. (Item No. 15)

Speakers: None.

Action: Adopt the report; Forward to the Board of Supervisors. (Vote of 3 to 0)

0343-09-6 Appeal by Sonya Knudsen of the Human Resources Director's determination of insufficient evidence to support her charge of discrimination - EEO File #1371. (Item No. 16)

July 18, 2011: Postpone to the meeting of August 15, 2011 at the request of Sonya Knudsen.

August 15, 2011: No action taken.

Speakers: None.

Action: Postpone to the meeting of October 17, 2011, after 5:00 p.m. at the request of SEIU Local 1021. (Vote of 3 to 0)

0097-11-6 Appeal by Cecilia Jaroslowsky of the Human Resources Director's determination of failure to allege facts raising an inference of discrimination based on age. (Item No. 17)

May 16, 2011: Postpone to the meeting of June 20, 2011 by agreement between the Department of Human Resources and Cecilia Jaroslowsky. Stipulate this will be the last continuance granted.

June 20, 2011: Continue to the meeting of July 18, 2011. The motion to: Adopt the report; Sustain the decision of the Human Resources Director; Deny the appeal by Cecilia Jaroslowsky failed. (Vote of 1 to 2; Commissioners Casper and Jung dissent.) Three (3)

votes are needed for Commission action.

July 18, 2011: Postpone to a meeting when all five Commissioners are present; and, when issues of allegations about a flawed process, namely, failure to redact confidential information and to follow the arbitration order have been addressed.

August 15, 2011: No action taken.

Note: Commissioner Kate Favetti stated that she reviewed the audio recording and all materials related to this item and that she would be able to make a credible ruling on the matter.

Speakers: Janie White, Department of Human Resources
Cecilia Jaroslowsky, Appellant
Lois Scott, former President, IFPTE Local 21
Jim Miller, former employee of the Planning Commission

Action: Postpone to the meeting of October 17, 2011; Department of Human Resources and the appellant to submit material related to the confidentiality of the arbitrator's decision. (Vote of 3 to 0)

0251-11-4 Appeal of Minimum Qualifications and Rejection of an Applicant due to not Meeting the Minimum Qualifications for the Q-60 Lieutenant Examination.

Speakers: Niger Edwards, Department of Human Resources
Sergeant Lawrence Chan, Appellant
John Kraus, Department of Human Resources

Action: Adopt the report. Sustain the decision of the Human Resources Director; Deny the appeal. (Vote of 3 to 0)

0252-11-4 Appeal of the Human Resources Director's Decision to Rescind the 7208 Heavy Equipment Operations Supervisor Eligible List. (Item No. 19)

Disclosure: Commissioner Kate Favetti disclosed she is the President of the Westwood Park Homeowners Association and Mike O'Driscoll is a neighbor she had and there was an issue ten years ago involving him which was resolved. She stated that she will be able to make a fair decision on this matter.

Speakers: Niger Edwards, Department of Human Resources
Daniel Harrington, Business Agent, Teamsters Local 853
Mike O'Driscoll, Operating Engineers Local 3
Dave Gossman, Business Agent, Operating Engineers Local 3
John Leal, Appellant
Francisco Avon Nunez, Appellant
Carl Spears, Operating Engineers, Local 3

Action: Adopt the report. Find that the Human Resources Director's action to cancel the 7208 Eligible List was within the Civil Service Rules and merit system principles and that the cancellation of the 7208 Eligible List is sustained. (Vote of 3 to 0)

COMMISSIONERS' ANNOUNCEMENTS/REQUESTS (Item No. 20)

President Normandy requested that the Election of Officers be placed on the Agenda for the meeting of October 3, 2011.

He also directed the Executive Officer to explore and work on appropriate remembrance of Commissioner Donald A. Casper and to report in 60 days.

Commissioner Kate Favetti requested during item #17, the appeal of Ms. Jaroslowsky, that the Department of Human Resources submit a written report to the Commission that merit system issues are not addressed in grievance proceedings and if they may have affected promotional issues and promotions that have occurred.

ADJOURNMENT (Item No. 21)

5:28 p.m.

- 25 Van Ness Avenue, Suite 720 •
- San Francisco, CA 94102 •
- Phone: 415-252-3247 •
- Fax: 415-252-3260 •
- Contact Us
- Contact SFGov
-
- Accessibility
-
- Policies

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PERSONAL SERVICES CONTRACT SUMMARY

DATE: June 20, 2011

DEPARTMENT NAME: Environment DEPARTMENT NUMBER 22

TYPE OF APPROVAL: [] EXPEDITED [X] REGULAR (OMIT POSTING) [] CONTINUING [] ANNUAL

TYPE OF REQUEST: [X] INITIAL REQUEST [] MODIFICATION (PSC#)

TYPE OF SERVICE: Pick-up and disposal of residentially generated pharmaceutical waste in San Francisco

FUNDING SOURCE: Grant Funding

PSC AMOUNT: \$75,000 PSC DURATION: 08/01/2011 - 07/01/2013

1. DESCRIPTION OF WORK

A. Concise description of proposed work:

The contractor will provide the pick-up and disposal of residentially generated, discarded pharmaceuticals collected at designated pharmacies and police stations in San Francisco. Pick-ups must be available on both a regularly scheduled and on-call basis, depending on the collection site's individual needs. The contractor will also provide supplies and equipment as necessary for accomplishing this task.

B. Explain why this service is necessary and the consequences of denial:

See Attachment

C. Explain how this service has been provided in the past (if this service was previously approved by the Civil Service Commission, indicate most recent personal services contract approval number):

This service has not been provided in the past. It is now feasible due to the availability of funding.

D. Will the contract(s) be renewed:

We expect to re-bid the contract if services are still needed at that time.

2. UNION NOTIFICATION: Copy of this summary is to be sent to employee organizations as appropriate (refer to instructions for specific procedures):

Local 21 Union Name Rachel C. Buehler Signature of person mailing/faxing form 6/29/11 Date

Local 1021 Union Name Rachel C. Buehler Signature of person mailing/faxing form 6/29/11 Date

RFP sent to Union Name, on Date Signature

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# STAFF ANALYSIS/RECOMMENDATION:

CIVIL SERVICE COMMISSION ACTION:

2 DESCRIPTION OF REQUIRED SKILLS/EXPERTISE

A. Specify required skills and/or expertise:

The hauler must be registered with the CA DPH as a Medical Waste Hauler, and with the CA DTSC as a Hazardous Waste Transporter. The hauler must be in compliance with all applicable state and federal regulations.

B. Which, if any, civil service class normally performs this work?

None

C. Will contractor provide facilities and/or equipment not currently possessed by the City? If yes, explain:

Yes; The contractor will provide the proper vehicles for the transportation of pharmaceutical waste. The contractor may also be requested to provide the proper collection bins to be placed at each collection site. Collection bins must be metal mailbox-style drop-boxes, with a two-key design (pharmacist has one key, hauler has the other key). The size of each bin will be determined based on what the hauler has to offer as well as the space constraints of each pharmacy or police station collection site.

4. WHY CLASSIFIED CIVIL SERVICE CANNOT PERFORM

A. Explain why civil service classes are not applicable:

Civil service classes are not applicable because special licensing is needed.

B. Would it be practical to adopt a new civil service class to perform this work? Explain.

No; This is a highly specialized, properly licensed service.

5. ADDITIONAL INFORMATION (if "yes," attach explanation)

A. Will the contractor directly supervise City and County employees?

Yes

No

B. Will the contractor train City and County employees?

• Describe the training and indicate approximate number of hours.

• Indicate occupational type of City and County employees to receive training (i.e., clerks, civil engineers, etc.) and approximate number to be trained.

C. Are there legal mandates requiring the use of contractual services?

D. Are there federal or state grant requirements regarding the use of contractual services?

E. Has a board or commission determined that contracting is the most effective way to provide this service?

F. Will the proposed work be completed by a contractor that has a current personal services contract with your department?

THE ABOVE INFORMATION IS SUBMITTED AS COMPLETE AND ACCURATE ON BEHALF OF THE DEPARTMENT HEAD:

Rachel C. Buerkle
Signature of Departmental Personal Services Contract Coordinator

Rachel Buerkle
Print or Type Name

355-3704
Telephone Number

Department of the Environment
11 Grove St. San Francisco, CA 94102

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