



## Participating Lead-certified Supervisor Agreement

The City and County of San Francisco (CCSF) in contract with Rebuilding Together San Francisco (RTSF) has developed the Fix Lead SF Program (Program) to help prevent lead hazards in San Francisco residential buildings with small children. Moving forward, both of these two entities are included in the title “Program”.

Effective August 1, 2022, this Participating Lead-certified Supervisor Agreement (Agreement) is between the company specified below (Supervisor) and RTSF. This Agreement defines the terms under which Supervisor agrees to participate in the Program.

In consideration of the terms of this Agreement, the parties (RTSF and Supervisor) mutually agree to the following.

### **RTSF Obligations- RTSF agrees to do the following:**

- Ensure that all participating Supervisor are qualified by verifying certifications and insurances.
- Establish and maintain a fair project awarding system.
- Pay Supervisor within ten business days after assignment is satisfactorily completed and an invoice received.
- Reimburse costs for Supervisor and Worker CDPH and EPA certification and renewal fees for active companies.
- Notify the Supervisor in advance of any changes in the terms of this Agreement.

### **Supervisor Obligations- Supervisor agrees to do the following:**

- Register with the Program.
- Meet all the requirements listed in the “Supervisor’s Requirements” (Appendix 1).
- Provide the Program with copies of certifications, liability insurance policy, workers compensation, etc.
- Authorize the Program to check the validity of any business information provided.
- Provide a list of certified “Workers” who will be conducting abatement on your jobs.
- Ensure that all certifications and insurance required under this Agreement remain current for the duration of Supervisor’s work with the Program.
- Attend project bid walks to qualify for individual project bid submissions.
- Follow all policies and procedures as stated in the project ‘Scope of Work’ (SOW).
- Once awarded a project, the SOW must remain unchanged, and a contract signed directly with the Property Owners.
- Inform the Program of all project start and finish dates as soon as they are known.

**Subcontractors:** Supervisor may subcontract portions of the Services in connection with this Agreement only upon prior written approval of CCSF. Supervisor shall ensure compliance by such subcontractor with applicable terms and conditions of this Agreement. Nothing contained in this Agreement shall create any legal or contractual relationship between the RTSF on the one hand, and any subcontractor, contractor or agent of Supervisor on the other hand. Neither RTSF nor Supervisor shall, on the basis of this Agreement, contract on behalf of, or in the name of, the other Party. Any agreement made in violation of this provision shall be null and void. Supervisor is solely responsible for paying its subcontractors, and the Program shall not have any obligation to pay or to enforce the payment to any subcontractor, contractor or agent of Supervisor. All Subcontracts must incorporate the terms of the “Additional Requirements Incorporated by Reference” Article of this Agreement, unless inapplicable.

### **Limitation of Liability:**

In no event shall RTSF be liable for any incidental, special or consequential damages whatsoever (including but not limited to lost profits or interruption of business) arising out of or related to this agreement, even if advised of the possibility of such damages. In no event shall RTSF’s liability under this Agreement exceed the amount payable hereunder, if any.



LEAD HURTS KIDS!

Fix Lead SF  
c/o Children’s Environmental Health Promotion Program  
San Francisco Department of Public Health  
49 South Van Ness Avenue, 6th Floor  
San Francisco, CA 94103

(415) 252-3882 | <https://sf.gov/FixLeadSF> | [fixleadsf@sfdph.org](mailto:fixleadsf@sfdph.org)

**Indemnification:**

To the fullest extent permitted by law, Supervisor shall, at its own cost, defend, indemnify and hold harmless RTSF, including their officers, directors, employees, agents, assigns and successors in interest, from and against any and all liability, damages, losses, claims, demands, actions, causes of action, costs, including attorney's fees and expenses, and all court or arbitration or other dispute resolution costs, or any of them, resulting from, arising out of, or in any way directly connected with this Agreement or work performed by Supervisor under this Agreement, except claims arising out of RTSF's own gross negligence or willful misconduct.

**Termination for Convenience:**

RTSF may at its sole convenience terminate this Agreement in whole or in part and require Supervisor to cease performance of the Services. In such event, Supervisor shall be paid only for the Services properly performed prior to such termination. Supervisor waives all claims for profits not earned as a result of such termination.

**Termination for Default:**

RTSF may terminate this Agreement in whole or in part in the event that Supervisor fails to strictly adhere to the terms and conditions of this Agreement; fails to make progress so as to endanger the timely completion of the Services or deliverables and fails within three (3) calendar days to take appropriate corrective action, repetitively fails to maintain timely progress of the Services, fails to strictly observe or comply with any provision of this Agreement, or in the event of any proceeding by or against the Supervisor in bankruptcy or insolvency or appointment of a receiver or trustee or assignment for the benefit of creditors, RTSF may, in addition to any other right or remedy provided by this Agreement, law or equity, terminate all or part of the Services. In the event of such termination or partial termination, Supervisor shall not be entitled to receive any further payment until the terminated Services are completed.

**Additional Requirements Incorporated by Reference**

1. **Laws Incorporated by Reference.** The full text of the laws listed in this Article, including enforcement and penalty provisions, are incorporated by reference into this Agreement. The full text of the San Francisco Municipal Code provisions incorporated by reference in this Article ("Mandatory City Requirements") are available at [http://www.amlegal.com/codes/client/san-francisco\\_ca/](http://www.amlegal.com/codes/client/san-francisco_ca/).
2. **Conflict of Interest.** By executing this Agreement, Supervisor certifies that it does not know of any fact which constitutes a violation of Section 15.103 of the City's Charter; Article III, Chapter 2 of City's Campaign and Governmental Conduct Code; Title 9, Chapter 7 of the California Government Code (Section 87100 et seq.), or Title 1, Division 4, Chapter 1, Article 4 of the California Government Code (Section 1090 et seq.), and further agrees promptly to notify the City if it becomes aware of any such fact during the term of this Agreement.
3. **Prohibition on Use of Public Funds for Political Activity.** In performing the Services, Supervisor shall comply with San Francisco Administrative Code Chapter 12G, which prohibits funds appropriated by the City for this Agreement from being expended to participate in, support, or attempt to influence any political campaign for a candidate or for a ballot measure. Supervisor is subject to the enforcement and penalty provisions in Chapter 12G.
4. **Consideration of Salary History.** Supervisor shall comply with San Francisco Administrative Code Chapter 12K, the Consideration of Salary History Ordinance or "Pay Parity Act." Supervisor is prohibited from considering current or past salary of an applicant in determining whether to hire the applicant or what salary to offer the applicant to the extent that such applicant is applying for employment to be performed on this Agreement or in furtherance of this Agreement, and whose application, in whole or part, will be solicited, received, processed or considered, whether or not through an interview, in the City or on City property. The ordinance also prohibits employers from (1) asking such applicants about their current or past salary or (2) disclosing a current or former employee's salary history without that employee's authorization unless the salary history is publicly available. Supervisor is subject to the enforcement and penalty provisions in Chapter 12K. Information about and the text of Chapter 12K is available on the web at <https://sfgov.org/olse/consideration-salary-history>. Supervisor is required to comply with all of the applicable provisions of 12K, irrespective of the listing of obligations in this Section.
5. **Nondiscrimination Requirements.**
  - 5.1 **Nondiscrimination in Contracts.** Supervisor shall comply with the provisions of Chapters 12B and 12C of the San Francisco Administrative Code. Supervisor shall incorporate by reference in all subcontracts the provisions of

Sections 12B.2(a), 12B.2(c)-(k), and 12C.3 of the San Francisco Administrative Code and shall require all subcontractors to comply with such provisions. Supervisor is subject to the enforcement and penalty provisions in Chapters 12B and 12C.

- 5.2 Nondiscrimination in the Provision of Employee Benefits. San Francisco Administrative Code 12B.2. Supervisor does not as of the date of this Agreement, and will not during the term of this Agreement, in any of its operations in San Francisco, on real property owned by San Francisco, or where work is being performed for the City elsewhere in the United States, discriminate in the provision of employee benefits between employees with domestic partners and employees with spouses and/or between the domestic partners and spouses of such employees, subject to the conditions set forth in San Francisco Administrative Code Section 12B.2.
6. Local Business Enterprise and Non-Discrimination in Contracting Ordinance. Supervisor shall comply with all applicable provisions of Chapter 14B (“LBE Ordinance”). Supervisor is subject to the enforcement and penalty provisions in Chapter 14B.
7. Minimum Compensation Ordinance. If Administrative Code Chapter 12P applies to this contract, Supervisor shall pay covered employees no less than the minimum compensation required by San Francisco Administrative Code Chapter 12P, including a minimum hourly gross compensation, compensated time off, and uncompensated time off. Supervisor is subject to the enforcement and penalty provisions in Chapter 12P. Information about and the text of the Chapter 12P is available on the web at <http://sfgov.org/olse/mco>. Supervisor is required to comply with all of the applicable provisions of 12P, irrespective of the listing of obligations in this Section. By signing and executing this Agreement, Supervisor certifies that it complies with Chapter 12P.
8. Health Care Accountability Ordinance. If Administrative Code Chapter 12Q applies to this contract, Supervisor shall comply with the requirements of Chapter 12Q. For each Covered Employee, Supervisor shall provide the appropriate health benefit set forth in Section 12Q.3 of the HCAO. If Supervisor chooses to offer the health plan option, such health plan shall meet the minimum standards set forth by the San Francisco Health Commission. Information about and the text of the Chapter 12Q, as well as the Health Commission’s minimum standards, is available on the web at <http://sfgov.org/olse/hcao>. Supervisor is subject to the enforcement and penalty provisions in Chapter 12Q. Any Subcontract entered into by Supervisor shall require any Subcontractor with 20 or more employees to comply with the requirements of the HCAO and shall contain contractual obligations substantially the same as those set forth in this Section.
9. First Source Hiring Program. Supervisor must comply with all of the provisions of the First Source Hiring Program, Chapter 83 of the San Francisco Administrative Code, that apply to this Agreement, and Supervisor is subject to the enforcement and penalty provisions in Chapter 83.
10. Alcohol and Drug-Free Workplace. City reserves the right to deny access to, or require Supervisor to remove from, City facilities personnel of any Supervisor or subcontractor who City has reasonable grounds to believe has engaged in alcohol abuse or illegal drug activity which in any way impairs City’s ability to maintain safe work facilities or to protect the health and well-being of City employees and the general public. City shall have the right of final approval for the entry or re-entry of any such person previously denied access to, or removed from, City facilities. Illegal drug activity means possessing, furnishing, selling, offering, purchasing, using or being under the influence of illegal drugs or other controlled substances for which the individual lacks a valid prescription. Alcohol abuse means possessing, furnishing, selling, offering, or using alcoholic beverages, or being under the influence of alcohol.
11. Limitations on Contributions. By executing this Agreement, Supervisor acknowledges its obligations under Section 1.126 of the City’s Campaign and Governmental Conduct Code, which prohibits any person who contracts with, or is seeking a contract with, any department of 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, for a grant, loan or loan guarantee, or for a development agreement, from making any campaign contribution to (i) a City elected official if the contract must be approved by that official, a board on which that official serves, or the board of a state agency on which an appointee of that official serves, (ii) a candidate for that City elective office, or (iii) a committee controlled by such elected official or a candidate for that office, at any time from the submission of a proposal for the contract until the later of either the termination of negotiations for such contract or twelve months after the date the City approves the contract. The prohibition on contributions applies to each prospective party to the contract; each member of Supervisor’s board of directors; Supervisor’s chairperson, chief executive officer, chief financial officer and chief operating officer; any

person with an ownership interest of more than 10% in Supervisor; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Supervisor. Supervisor certifies that it has informed each such person of the limitation on contributions imposed by Section 1.126 by the time it submitted a proposal for the contract, and has provided the names of the persons required to be informed to the City department with whom it is contracting.

12. Consideration of Criminal History in Hiring and Employment Decisions.

12.1 Supervisor agrees to comply fully with and be bound by all of the provisions of Chapter 12T, “City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions,” of the San Francisco Administrative Code (“Chapter 12T”), including the remedies provided, and implementing regulations, as may be amended from time to time. The provisions of Chapter 12T are incorporated by reference and made a part of this Agreement as though fully set forth herein. The text of the Chapter 12T is available on the web at <http://sfgov.org/olse/fco>. Supervisor is required to comply with all of the applicable provisions of 12T, irrespective of the listing of obligations in this Section. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 12T.

12.2 The requirements of Chapter 12T shall only apply to a Supervisor’s or Subcontractor’s operations to the extent those operations are in furtherance of the performance of this Agreement, shall apply only to applicants and employees who would be or are performing work in furtherance of this Agreement, and shall apply when the physical location of the employment or prospective employment of an individual is wholly or substantially within the City of San Francisco. Chapter 12T shall not apply when the application in a particular context would conflict with federal or state law or with a requirement of a government agency implementing federal or state law.

**By signing the Agreement, Supervisor representative is certifying that:**

- Supervisor does not have any unresolved or outstanding complaints with the California Department of Public Health Lead-related Construction Program or a pattern of outstanding litigation that involves his or her work.
- Supervisor’s representative has the necessary legal authority to act on Supervisor behalf.
- To the best of Supervisor’s representative’s knowledge, all of the information supplied is accurate.
- Supervisor has read, understood, and agreed to all of the terms, and conditions that are part of this Agreement and the referenced documents.

**Company Name:**

**Taxpayer ID#:**

**Taxpayer Status (Corporation/Partnership, Sole Proprietor, Exempt):**

**Address:**

**Print Name of Company Representative:**

**Title of Representative:**

**Signature:**

**Date:**

**Appendix 1**  
**Requirements for Working with Fix Lead SF**

Lead risk reduction construction service providers for Fix Lead SF must:

1. Be a California Department of Public Health Lead-Certified Supervisor.
2. Be part of an Environmental Protection Agency Certified Renovation Firm.
3. Be a business that do at least 50% residential work.
4. Be a contractor licensed by the State of California's License Board to perform the class and type of work required and ensure that any subcontractors meet the same requirement. This includes having a B-General Building and C-33 Painting and Decorating license or subcontract out for these licenses.
5. Conduct lead work in accordance with Chapters 8-13 of the "Guidelines for Evaluation and Control of Lead-Based Paint Hazards in Housing" (U.S. Department of Housing and Urban Development, July 2012).
6. Follow any additional work requirements as required by Fix Lead SF.
7. Hold and maintain all required City and County licenses.
8. Hold and maintain general commercial liability coverage with a single limit of \$1,000,000 or higher per each occurrence for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations. Add the City and County of San Francisco and Rebuilding Together SF as additional insured on the policy.
9. Hold and maintain Pollution Liability Insurance applicable to activities and responsibilities under this Agreement with limits not less than \$2,000,000 each occurrence combined single limit, including coverage for on-site third-party claims for bodily injury and property damage. Add as additional insured:  
*City and County of San Francisco and Rebuilding Together SF, their officers, agents, and employees*  
*c/o Fix Lead SF*  
*49 South Van Ness Ave., #600*  
*San Francisco, CA 94103*
10. Hold and maintain Workers' Compensation (if applicable).
11. Comply with applicable Cal-OSHA program regulations.
12. Comply with all other federal, state, and local laws and regulations in conducting business in San Francisco.
13. Comply with all applicable California hazardous waste regulations, including but not limited to hiring a California registered hazardous waste transporter when required.
14. Must use the same Lead-certified Supervisor to conduct a project job walk and prepare the respective bid proposal. Exceptions to this rule can be made on a case-by-case basis with the Program's approval.
15. Assist property owner in obtaining all applicable building permits.
16. Agree to perform work according to the Scope of Work prepared by Fix Lead SF.
17. Agree to have the Lead-Certified Project Monitor of Fix Lead SF monitor project progress and appropriate performance.