

Event Details

PeopleSoft Strategic Sourcing

Event ID	Format	Type	Page
SFGOV-0000004915	Sell	RFx	1
Event Round	Version		
1	1		
Event Name			
EXT MYR Architecture And Construction Support			
Start Time	Finish Time		
01/21/2021 15:30:00 PST	02/02/2021 17:00:00 PST		

Bidder: PUBLIC EVENT DETAILS
Submit To: SAN FRANCISCO CITY COUNTY
Please see submission directions below
San Francisco CA
UNITED STATES
Contact: Kathy Brown
Phone:
Email: Kbrown@venturapartners.com

Event Currency: US Dollar
Bids allowed in other currency: No

Event Description

REQUEST FOR QUALIFICATIONS
FOR
ARCHITECTURAL DESIGN, PERMITTING AND CONSTRUCTION SUPPORT SERVICES

THE RICHARD COHEN RESIDENCE IS SOLICITING STATEMENTS OF QUALIFICATIONS FOR ARCHITECTURAL DESIGN, PERMITTING AND CONSTRUCTION SUPPORT SERVICES FOR A SMALL RESTORATION PROJECT LOCATED AT 220 DOLORES STREET IN SAN FRANCISCO, CALIFORNIA.

SUMMARY

The Richard Cohen Residence has received US Department of Housing and Urban Development and State and local funding to support the design, permitting and construction support services for an upcoming construction project.

Richard Cohen Residence is currently requesting qualifications from a Design and Architectural services company experienced with properties that are designated as having historic significance and for the work specified in the section titled Scope of Services.

The full RFQ and accompanying attachments for professional architectural/engineering services for the project are located at:

<https://www.dropbox.com/sh/507nri5jytse8qj/AABpOAxuNSOxgrxkm-SPT0kHa?dl=0>

THE PROJECT

The Richard Cohen Residence is a 10-unit state-licensed Residential Care Facility that houses persons with chronic health conditions.

The Cohen Residence is a program of Dolores Street Community Services located in a restored 1850s historic landmark cottage in the Mission District.

The selected Design Professional must be available to complete design component by April 2021

FUNDING SOURCES & REQUIREMENTS

U.S. Department of Housing and Urban Development funding requirements will apply to this project, Prevailing Wage requirements will apply to the construction portion of the project. Please see requirements in Addenda section.

SCOPE OF SERVICES

The selected Architect will be responsible for all scope described as the following:

Project Scope

- Front Stair: Measure and photograph balusters, railing, newels, etc.; draw in CAD. Adapt CAD drawings provided by client for enlarged plan and key plan. Draw section through stair showing railing/newels to indicate carpentry and dimensions to match existing. Include railing, balusters, and newels in rough carpentry, finished carpentry, and coatings specifications.
- Porch Floor: Observe conditions. Adapt CAD drawings provided by client for enlarged plan and key plan. Draw up to two details of important flooring edge conditions. Include flooring in finished carpentry and coatings specifications.
- Roof Plans: Observe conditions. Assess need for attic ventilation and consult with client on simple approach compatible with historical character of the property. Observe condition of gutters and consult with client on whether to replace them. Draw roof plans for both buildings, including four details (flashing and edge conditions). Consult with client and select roofing materials.
- Door Operator: Observe conditions and consult accessibility requirements. Select products and consult with client. Adapt CAD drawings provided by client for enlarged plan and key plan. Provide specification section for door operator based on proprietary specifications from

Event Details (cont.)

PeopleSoft Strategic Sourcing

Event ID	Format	Type	Page
SFGOV-0000004915	Sell	RFx	2
Event Round	Version		
1	1		
Event Name			
EXT MYR Architecture And Construction Support			
Start Time	Finish Time		
01/21/2021 15:30:00 PST	02/02/2021 17:00:00 PST		

Bidder: PUBLIC EVENT DETAILS

Submit To: SAN FRANCISCO CITY COUNTY
Please see submission directions below
San Francisco CA
UNITED STATES

Contact: Kathy Brown

Phone:

Email: Kbrown@venturapartners.com

Event Currency: US Dollar

Bids allowed in other currency: No

recommended manufacturer.

- Drawing Set: Prepare cover sheet, demolition plan, key plan in addition to specific drawings listed above. Specifications: Prepare sections for protection/demolition/project requirements, rough carpentry, finish carpentry, coatings, flashing & sheet metal, roofing, and door operator.
- Permit Application: Prepare applications for approval by San Francisco Planning Department as a minor alteration (maintenance) project and building permit from San Francisco Department of Building Inspection. Also, prepare applications for approval, as required, by the San Francisco Historic Preservation Commission and the Mayor's Office on Disability (MOD). Revise based on City review.
- Contract and Bidding: Consult with client and assist in preparing contract and bid form for construction process; attend bid walk-through and answer bidders' questions, assist client in evaluating bids.
- Construction Admin: Attend four meetings (likely pre-construction, 2 progress site visits, punch list). Review submittals (5 hours) and respond to RFIs (4 hours).

All work shall be performed in compliance with associated City of San Francisco building code requirements, which may include additional requirements specified by the Mayor's Office on Disability (MOD).

PROJECT SCHEDULE

Richard Cohen Residence expects to begin design phase during March 2021 and to have complete design documents within four weeks from approval of contract.

EQUAL EMPLOYMENT OPPORTUNITIES

Richard Cohen Residence encourages local, woman-owned, and minority hiring for this project.

GROUND FOR REJECTION

Richard Cohen Residence reserves the right to waive all submission irregularities and to reject all submissions equally for the same irregularities at any time. Richard Cohen Residence reserves the right to reject any firm for one or more of the following reasons:

- Submission does not contain all information requested in the RFQ.
- Submission not received by the required the deadline.
- Applicant has pending lawsuits.
- Applicant has been involved with any projects that have experienced significant construction flaws or liability issues.

Professional Requirements:

- i. Possession of an active current Architectural, Engineering California Professional License
- ii. Possession of liability insurance (Errors & Omissions) of at least \$ 1,000,000
- iii. Experience with evaluation and installation/repair of (Whatever the scope of work entails).
- iv. Compliance with MOH Required Subcontracting Provisions (see Appendix) Note: Owner Architect Agreement to be by AIA B201-2017.
- v. Compliance with MOHCD -Article 20 for Professional Services (see Appendix)

EVALUATION AND SELECTION PROCESS

This RFQ package includes the forms and requirements for the bid package. A more detailed scope of work will be provided with the RFP invitation. The exact scope of work will be finalized through negotiations between Richard Cohen Residence and the selected contractor.

Parties are invited to submit their Statement of Qualifications (SQ).

1) Interested parties shall submit Statement of Qualifications no later than February 2, 2021.

2) After reviewing the Statements of Qualification submitted, the applications will be scored based on their qualifications as specified below in the section of this RFQ titled Qualifications Format & Contents. Each item within the Qualifications Format & Contents section of this RFQ will be scored on a scale of 1 to 10. Based on the total scores developed during the SQ review process, the Highest-Ranking Candidates will receive a Request for Proposal (RFP) by February 9th 2021. A mandatory site walk will be scheduled 16th February 2021. Proposals will be due March 2nd, 2021. Based on responses to the RFP, Richard Cohen Residence will move forward with the contractor who has provided the lowest qualified bid.

Event Details (cont.)

PeopleSoft Strategic Sourcing

Event ID	Format	Type	Page
SFGOV-0000004915	Sell	RFx	3
Event Round	Version		
1	1		
Event Name			
EXT MYR Architecture And Construction Support			
Start Time	Finish Time		
01/21/2021 15:30:00 PST	02/02/2021 17:00:00 PST		

Bidder: PUBLIC EVENT DETAILS

Submit To: SAN FRANCISCO CITY COUNTY
Please see submission directions below
San Francisco CA
UNITED STATES

Contact: Kathy Brown

Phone:

Email: Kbrown@venturapartners.com

Event Currency: US Dollar
Bids allowed in other currency: No

QUALIFICATIONS FORMAT & CONTENTS

Parties interested in the project must include in their Statement of Qualifications (SOQ) package the following information (please use this as a checklist):

1 Completed Project Experience: Applicants to list similar projects (5 max.) by contractor, or project that require similar skill sets to the proposed Project completed within the last five years.

2 Regulatory Experience: Applicants to provide narrative describing experience complying with City of San Francisco MOD and MOHCD requirements. An understanding of the time required to meet reporting requirements and obtain approvals for change orders and pay applications, etc. is necessary.

3 Organization & Capacity: Applicants to describe how their staffing levels will meet the design/build schedule of the project.

4 Proof of Insurance: Applicants must submit proof of insurance coverage as described above in the Professional Requirements section of this RFQ and in the Required Subcontracting Provisions (See Appendix).

5 References: Applicants shall provide contact information for a minimum of three professional references who may be contacted by the selection committee during the SOQ review process.

6 Bond: Ability to obtain required bonds prior to bidding the project.

7 Fee Structure: Provide typical fee percentages including General Conditions, subcontractor mark-ups, overhead and profit, etc.

SUBMISSION

Please submit one copy of your Statement of Qualifications electronically to:

Richard Cohen Residence

Johnny Bootlace, Project Manager

Manager

j.bootlace@gmail.com

kbrown@venturapartners.com

Ventura Partners

Kathy Brown, Project

QUESTIONS & COMMENTS

If you have questions regarding this RFQ, please contact Johnny Bootlace and Kathy Brown by email.

STATEMENTS OF QUALIFICATIONS MUST BE RECEIVED BY RICHARD COHEN RESIDENCE REPRESENTATIVE(S) BEFORE 5:00 PM ON FEBRUARY 2ND, 2021
ANY QUALIFICATION RESPONSES RECEIVED AFTER 5:00 pm WILL BE DISQUALIFIED

APPENDIX

1. Article 20 For Professional Services

2. Required Subcontracting Provisions

3. Sample Owner Architect Agreement (AIA B201-2017)

<https://help.aiacontracts.org/public/wp-content/uploads/2020/12/aia-b201-2017-sample.pdf>

Event Details (cont.)

PeopleSoft Strategic Sourcing

Event ID	Format	Type	Page
SFGOV-0000004915	Sell	RFx	4
Event Round	Version		
1	1		
Event Name			
EXT MYR Architecture And Construction Support			
Start Time		Finish Time	
01/21/2021 15:30:00 PST		02/02/2021 17:00:00 PST	

Event Currency: US Dollar
Bids allowed in other currency: No

Bidder: PUBLIC EVENT DETAILS

Submit To: SAN FRANCISCO CITY COUNTY
Please see submission directions below
San Francisco CA
UNITED STATES

Contact: Kathy Brown

Phone:

Email: Kbrown@venturapartners.com

Event Details (cont.)

PeopleSoft Strategic Sourcing

Event ID	Format	Type	Page
SFGOV-0000004915	Sell	RFx	5
Event Round	Version		
1	1		
Event Name			
EXT MYR Architecture And Construction Support			
Start Time		Finish Time	
01/21/2021 15:30:00 PST		02/02/2021 17:00:00 PST	

Bidder: PUBLIC EVENT DETAILS

Submit To: SAN FRANCISCO CITY COUNTY
Please see submission directions below
San Francisco CA
UNITED STATES

Contact: Kathy Brown
Phone:
Email: Kbrown@venturapartners.com

Event Currency: US Dollar
Bids allowed in other currency: No

Line Details

No Bid:

Line: 1 **Item ID:** **Line Qty:** 1 **UOM:** Each **Weighting:** 100% **Bid Qty:**
Required: No **Reserve Price:** No

Description: Architectural, Permitting and Construction Support Services

Question	UOM	Best	Worst	Weighting	Response
What is your bid price?				100%	<input type="text"/>

Required: Yes **Mandatory Response:** No

Response Comments

Event Details (cont.)

PeopleSoft Strategic Sourcing

Event ID	Format	Type	Page
SFGOV-0000004915	Sell	RFx	6
Event Round	Version		
1	1		
Event Name			
EXT MYR Architecture And Construction Support			
Start Time		Finish Time	
01/21/2021 15:30:00 PST		02/02/2021 17:00:00 PST	

Event Currency: US Dollar
Bids allowed in other currency: No

Bidder: PUBLIC EVENT DETAILS

Submit To: SAN FRANCISCO CITY COUNTY
Please see submission directions below
San Francisco CA
UNITED STATES

Contact: Kathy Brown

Phone:

Email: Kbrown@venturapartners.com

Bidder Information

Firm Name:		
Name:	Signature:	Date:
Phone #:	Fax #:	
Street Address:		
City & State:	Zip Code:	
Email:		

Event Details (cont.)

PeopleSoft Strategic Sourcing

Event ID	Format	Type	Page
SFGOV-0000004915	Sell	RFx	7
Event Round	Version		
1	1		
Event Name			
EXT MYR Architecture And Construction Support			
Start Time		Finish Time	
01/21/2021 15:30:00 PST		02/02/2021 17:00:00 PST	

Bidder: PUBLIC EVENT DETAILS
Submit To: SAN FRANCISCO CITY COUNTY
Please see submission directions below
San Francisco CA
UNITED STATES
Contact: Kathy Brown
Phone:
Email: Kbrown@venturapartners.com

Event Currency: US Dollar
Bids allowed in other currency: No

Appendix A - Line Specifications

Line: 1 **Item ID:** **Line Qty:** 1 **UOM:** Each **Weighting:** 100%
Description: Architectural, Permitting and Construction Support Services

Item Specifications

Manufacturer:
Mfg Item ID:
Item Length: 0 **Item Height:** 0
Item Width: 0 **Dimension UOM:**
Item Volume: 0 **Volume UOM:**
Item Weight: 0 **Weight UOM:**
Item Size: **Item Color:**

Shipping Information

Schedule: 1 **Ship To:**
Quantity: 1
Due Date: 02/07/2021
Freight Terms:
Ship Via:

Event Details (cont.)

PeopleSoft Strategic Sourcing

Event ID	Format	Type	Page
SFGOV-0000004915	Sell	RFx	8
Event Round	Version		
1	1		
Event Name			
EXT MYR Architecture And Construction Support			
Start Time		Finish Time	
01/21/2021 15:30:00 PST		02/02/2021 17:00:00 PST	

Bidder: PUBLIC EVENT DETAILS

Submit To: SAN FRANCISCO CITY COUNTY
Please see submission directions below
San Francisco CA
UNITED STATES

Contact: Kathy Brown

Phone:

Email: Kbrown@venturapartners.com

Event Currency: US Dollar

Bids allowed in other currency: No

Appendix B - Terms & Conditions

1. GENERAL DISCLAIMER

Information presented on this Web site is collected, maintained, and provided for the convenience of the reader. While every effort is made to keep such information accurate and up-to-date, the City and County of San Francisco does not certify the authenticity of information that originates from third parties.

Under no circumstances shall the City and County of San Francisco be liable for any actions taken or omissions made from reliance on any information contained herein from whatever source nor shall the City and County be liable for any other consequences from any such reliance.

2. EXTERNAL LINKING POLICY

Purpose and Disclaimer

The City permits the establishment of external hyperlinks on its official website only if the links strictly comply with this policy. In establishing and maintaining its official website, the City does not intend to create any forum or other means for public discourse. Rather, the sole and limited purpose of the permitted external links is to provide information about the City and its government for residents, businesses and visitors. The City does not endorse or provide preferential treatment to any third party websites or associated organizations or persons. Additionally, the City does not control third party sites and therefore does not warrant that third party sites are accurate or, reliable, or that they have operational links.

Linking Criteria

Consistent with the foregoing purpose, it is the City's policy to limit external links to the following: a) Other governmental agencies; b) Entities with which the City has an existing formal, contractual relationship; c) Entities or events that receive funding from the City or are otherwise sponsored by the City; d) Entities that contribute to City initiatives and that the City wishes to acknowledge; e) Applications that use datasets from DataSF.org; f) the City's Chamber of Commerce and the San Francisco Travel Association; and g) Webpages that provide free access to traffic and weather information for San Francisco. In addition, the City reserves the right, at any time and without notice, to: a) Deny a link that does not meet the criteria set forth in this policy; b) Deny or discontinue an external link at any time if the website provides or promotes false, slanderous, illegal, infringing or incorrect information; c) Deny or discontinue an external link at any time if a substantial purpose of the linked website is to support or oppose a candidate or ballot measure; d) Remove any external link if the nature of the organization to which the link relates no longer complies with the City's external link policy; e) Revise this policy without prior notice when the City considers such revision to be in its best interests.

3. ACCESSIBILITY POLICY

It is the policy of the City and County of San Francisco that information and services on City and County Web Sites be designed to be accessible to people with disabilities. It is the responsibility of the agency and its web page developers to become familiar with the guidelines for achieving universal accessibility and to apply these principles in designing and creating any official City and County of San Francisco Web site.

According to the latest statistics available from the Bureau of the Census, there are 9.7 million people in the United States who have difficulty seeing the words and letters in ordinary newsprint, equal to 5.0% of the total population. Another 10.9 million people, or nearly 6% of the total population, have difficulty hearing what is said in an ordinary conversation with another person.

The use of the City and County of San Francisco accessibility guidelines will ensure that web sites created by the City and County of San Francisco are developed to serve the largest possible audience. Compliance with these guidelines provides an added benefit to those users with text-based browsers, low-end processors, slow modem connections and/or no multi-media capabilities on their computer. It also allows for access to City and County of San Francisco web sites by new technologies, such as internet phones and personal organizers with internet connectivity.

Cascading Style Sheets

Event Details (cont.)

PeopleSoft Strategic Sourcing

Event ID	Format	Type	Page
SFGOV-0000004915	Sell	RFx	9
Event Round	Version		
1	1		
Event Name			
EXT MYR Architecture And Construction Support			
Start Time	Finish Time		
01/21/2021 15:30:00 PST	02/02/2021 17:00:00 PST		

Bidder: PUBLIC EVENT DETAILS

Submit To: SAN FRANCISCO CITY COUNTY
Please see submission directions below
San Francisco CA
UNITED STATES

Contact: Kathy Brown

Phone:

Email: Kbrown@venturapartners.com

Event Currency: US Dollar
Bids allowed in other currency: No

This site implements cascading style sheets. Certain early versions of Netscape (4.x and earlier) and Internet Explorer (3.x and earlier) do not fully support this feature, so elements such as links may display differently. If you are experiencing this, you may wish to disable style sheets. You can do this through your browser. In Explorer (5.50), choose Tools, Internet Options, General Tab, Accessibility, and check the "Force documents using my style sheet" feature. In Netscape (4.75), choose Edit, Preferences, Advanced, and turn on the Enable Style Sheets feature.

4. PRIVACY POLICY

The Privacy Policy outlines the types of information we gather when you visit our website, as well as some of the steps we take to safeguard it.

Information Collection

- We do not collect personal information about you when you visit our website unless you choose to provide that information to us.
- We collect limited non-personally identifying information your browser makes available automatically whenever you visit a website. This information includes the Internet Address of your computer or network, the date, time, and page you visited on our site, your browser and operating system, and the referring page (the last webpage you visited before clicking on a link to our site).
- We use the aggregated information from all of our visitors to measure server performance, analyze user traffic patterns and improve the content of our site.
- We sometimes track the keywords that are entered into our search engine to measure interest in specific topics, but we do not track which terms a particular user enters.
- Some of our online services require you to register for an account. We ask you for some personal information in order to create an account (typically your name, email address and a password for your account) and we will use that information to provide the service. For certain services, such as our online payment services, we may request credit card or other payment information which may be stored temporarily in encrypted form on secure servers.

Information You Provide

Information volunteered by you through your filling out of our optional online feedback form and contact us form is used to help us enhance our web sites, and may be shared with City and County of San Francisco employees and contractors for that purpose.

Cookies

- We use "cookies" when providing online services such as online payments. We use cookies to improve quality of our service and not to track any personal information.
- The use of cookies is a standard practice among Internet websites and most Internet web browsers may be customized to reject cookies, to only accept or reject cookies by user intervention, or to delete cookies. However, some features may not function properly without cookies.

Information Sharing

We do not give, share, sell, rent or transfer any personal information to a third party, unless we have your consent.

Links

- The City and County of San Francisco uses link and search capabilities to navigate publicly available information from dozens of agencies that are not part of the City and County of San Francisco web site and over whom City exercises no control.
- The privacy policies and procedures described here do not necessarily apply to those sites.
- We suggest contacting these sites directly for information on their data collection and distribution policies.

Site Security

- We monitor network traffic to identify unauthorized attempts to upload or change information or to otherwise

Event Details (cont.)

PeopleSoft Strategic Sourcing

Event ID	Format	Type	Page
SFGOV-0000004915	Sell	RFx	10
Event Round	Version		
1	1		
Event Name			
EXT MYR Architecture And Construction Support			
Start Time	Finish Time		
01/21/2021 15:30:00 PST	02/02/2021 17:00:00 PST		

Bidder: PUBLIC EVENT DETAILS

Submit To: SAN FRANCISCO CITY COUNTY
Please see submission directions below
San Francisco CA
UNITED STATES

Contact: Kathy Brown

Phone:

Email: Kbrown@venturapartners.com

Event Currency: US Dollar
Bids allowed in other currency: No

cause damage to the site. Anyone using this Web site expressly consents to such monitoring.
- We take appropriate security measures to protect unauthorized access, alteration or destruction of data.

Policy Changes

Please note this Privacy Policy can change from time to time. We expect most such changes to be minor, but will post those changes as they occur.

5. Terms of Use for data.sfgov.org

I. INTRODUCTION

As a convenience to potential users, the City and County of San Francisco ("City") makes a variety of datasets ("Data") available for download through this website. Your use of the Data is subject to these terms of use, which constitute a legal agreement between You and the City and County of San Francisco ("City"). This legal agreement is referred to as the "Terms of Use."

II. ACCEPTING THE TERMS OF USE

A. Means of Acceptance In order to use any of the Data, You must agree to these Terms of Use. You agree to the Terms of Use by either: (1) Clicking to accept the Terms of Use; or (2) Downloading or using any of the Data or any Derivative Work, in which case you understand and agree that the City will treat your download or use of the Data or a Derivative Work as an acceptance of the Terms of Use from that point forward. B. Authority to Accept You represent that you have full capacity and authority to accept these Terms of Use. If you are accepting on behalf of your employer or another entity, you represent that you have full authority to bind your employer or such other entity to the Terms of Use.

III. DEFINITIONS

"Data" means any of the data that is available for download through DataSF.gov and includes any updates to that data. "Derivative Work" means a work that is based in any way or to any extent on the Data including without limitation any work that uses any of the Data in a modified form. "You" or "Your" refers to any individual or entity that seeks to use the Data.

IV. CITY'S INTELLECTUAL PROPERTY RIGHTS NOT AFFECTED

If the City claims or seeks to protect any patent, copyright, or other intellectual property rights in any Data, the website will so indicate in the file containing such Data or on the page from which such Data is accessed. These Terms of Use do not grant You any title or right to any patent, copyright, or other such intellectual property rights that the City or others may have in the Data.

V. EXCLUSION OF WARRANTIES

A. The Data contains information and data compiled and processed by the City and third parties. The City makes no representation or warranty that the information contained in the Data is accurate, true or correct. In using the Data, you understand and agree that the information contained therein is subject to error, and cannot be relied upon without verification or site inspection. B. You understand and agree that your use of the Data is at your sole risk. The Data is made available on an "as is" and "as available" basis without any warranties of any kind, whether express or implied, including without limitation implied warranties of merchantability, fitness for a particular purpose, and non-infringement. Should there be an error, inaccuracy, or other defect in the Data, you assume the full cost of correcting any such error, inaccuracy or defect. C. No advice or information, whether oral or written, obtained by you from the City or through or from the Data will create any warranty not expressly stated in these Terms of Use.

VI. LIMITATION OF LIABILITY AND INDEMNITY

A. In no event shall the City be liable for any direct, indirect, incidental, consequential or special damages (including without limitation, loss of use, time or data, inconvenience, commercial loss, lost profits or savings, or the cost of computer equipment and software), to the full extent that such may be disclaimed by law, or for any claim against You by any third party. In no event shall the City be liable for any claim,

Event Details (cont.)

PeopleSoft Strategic Sourcing

Event ID	Format	Type	Page
SFGOV-0000004915	Sell	RFx	11
Event Round	Version		
1	1		
Event Name			
EXT MYR Architecture And Construction Support			
Start Time	Finish Time		
01/21/2021 15:30:00 PST	02/02/2021 17:00:00 PST		

Bidder: PUBLIC EVENT DETAILS

Submit To: SAN FRANCISCO CITY COUNTY
Please see submission directions below
San Francisco CA
UNITED STATES

Contact: Kathy Brown

Phone:

Email: Kbrown@venturapartners.com

Event Currency: US Dollar
Bids allowed in other currency: No

including claims by third parties, for loss or damages arising from erroneous Data or information contained in the Data. B. To the fullest extent permitted by law, You shall indemnify and save harmless the City, from any claim, loss, damage, injury or liability of any kind, nature and description (including, without limitation, incidental and consequential damages, court costs, attorney's fees and costs of investigation), that arise directly or indirectly, in whole or in part, from Your use of the Data, including without limitation Your use of the Data in a Derivative Work. In addition to Your obligation to indemnify the City, You specifically acknowledge and agree that You have an immediate and independent obligation to defend the 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 You by the City and continues at all times thereafter.

VII. ACCEPTANCE OF OTHER CONDITIONS

For certain of the Data, there may be additional terms and conditions that are stated in the file containing such Data or on the page from which such Data is accessed. You understand and agree that You are bound by such additional terms and conditions.

VIII. GENERAL PROVISIONS

A. These Terms of Use shall be governed by and interpreted under the laws of the State of California without regard to conflict of laws provisions. Any dispute arising out of these Terms of Use shall be subject to the exclusive venue of the state and federal courts within the Northern District of California, and You and the City hereby consent to the venue and jurisdiction of such courts. B. No modification to these Terms of Use or any waiver of any rights, shall be effective except by an instrument in writing signed by You and the City. The waiver of any breach or default shall not constitute a waiver of any other right hereunder or any subsequent breach or default. C. These Terms of Use contain the entire agreement and understanding between You and the City with respect to the subject matter hereof and completely replace and supersede all prior agreements, understanding and representations. In no event will any additional terms or conditions be effective unless expressly accepted by the City in writing. D. If any provision of these Terms of Use is held to be invalid by a court of competent jurisdiction, then the remaining provisions will nevertheless remain in full force and effect. E. The City may modify these Terms of Use by posting notice of such modifications on this page. Any modification is effective upon posting, unless otherwise indicated. F. You agree that, if the City does not exercise or enforce any legal right or remedy contained in these Terms of Use (or that the City has the benefit of under any applicable law), this will not be taken to be a formal waiver of the City's right to enforce that those rights or remedies will still be available to the City. Any waiver of any provision of these Terms of Use will be effective only if the City expressly states in a signed writing that it is waiving a specific provision.

Last Updated: 12/05/2019