

File No. 130179

Committee Item No. _____

Board Item No. 11

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee: Government Audit and Oversight Date May 7, 2013

Cmte Board

- Motion
- Resolution
- Ordinance
- Legislative Digest
- Budget and Legislative Analyst Report
- Legislative Analyst Report
- Youth Commission Report
- Introduction Form
- Department/Agency Cover Letter and/or Report
- MOU
- Grant Information Form
- Grant Budget
- Subcontract Budget
- Contract/Agreement
- Form 126 – Ethics Commission
- Award Letter
- Application
- Public Correspondence

OTHER (Use back side if additional space is needed)

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Completed by: Rana Calonsag Date April 16, 2013
Completed by: _____ Date _____

An asterisked item represents the cover sheet to a document that exceeds 25 pages.
The complete document can be found in the file.

1 [Agreement - Tom Eliot Fisch/Knapp Architects, JV - Authorizing Waiver of Certain As-
 2 Needed Contract Requirements In Order to Complete Design and Engineering of Bayview
 3 Opera House - \$1,275,000]

4 **Ordinance waiving the as-needed contract modification not to exceed amount**
 5 **requirement under Administrative Code, Section 6.64, and authorizing the Director of**
 6 **Public Works to amend its as-needed Architectural Services Agreement with Tom Eliot**
 7 **Fisch/Knapp Architects, JV by increasing the not to exceed amount by \$150,000 from**
 8 **\$1,125,000 to \$1,275,000 for the limited purpose of completing the design and**
 9 **engineering for the Bayview Opera House project for the period of September 2, 2010,**
 10 **through September 1, 2015.**

11 NOTE: Additions are single-underline italics Times New Roman;
 12 deletions are ~~strike through italics Times New Roman~~.
 13 Board amendment additions are double-underlined;
 14 Board amendment deletions are ~~strike through normal~~.

14 Be it ordained by the People of the City and County of San Francisco:

15 Section 1. Section 6.64 of the Administrative Code authorizes Departments that are
 16 authorized to execute public works contracts to enter into as-needed contracts with definite or
 17 indefinite quantities of work. The as-needed contract must provide for a not-to-exceed price
 18 and an expiration term of not more than five years. Cumulative modifications to an as-needed
 19 contract cannot exceed one hundred-fifty percent of the original contract amount. Work is
 20 assigned on a contract service order ("CSO") basis where no new CSO can be issued after
 21 three years from the date of award.

22 Section 2. On January 12, 2010, the Department of Public Works ("DPW") issued a
 23 Request for Proposals (RFP) for as-needed architectural services pursuant to Section 6.64 of
 24 the Administrative Code. DPW selected Tom Eliot Fisch/Knapp Architects, JV ("TEF/Knapp")
 25 as the highest qualified proposer, and on September 2, 2010, TEF/Knapp entered into a

1 contract with DPW to provide As-needed Architectural Services with a not to exceed amount
2 of \$750,000. On February 17, 2012, DPW modified TEF/Knapp's contract by adding
3 \$375,000, the maximum allowed for under the Code, for a total final contract amount of
4 \$1,125,000.

5 Section 3. On March 12, 2012, DPW issued TEF/Knapp a CSO for \$356,780 to
6 perform design and engineering services for the Bayview Opera House project. The Bayview
7 Opera House is a City-owned facility under the jurisdiction of the San Francisco Arts
8 Commission and a National Historic Landmark. The project involves the restoration, structural
9 upgrade, and accessible improvements to the facility. To date, TEF/Knapp has completed
10 approximately 50% construction documents for the design and engineering of the project.

11 Section 4. Due to project delays and complexities outside the control of TEF/Knapp,
12 including the addition of four months to the construction schedule and additional entitlement
13 approval requirements, DPW would like to modify TEF/Knapp's CSO for the Bayview Opera
14 House by adding services in the amount of \$189,262.

15 TEF/Knapp's Master As-needed Architectural Services Agreement does not have
16 sufficient funds remaining of its maximum not-to-exceed amount of \$1,125,000 to cover the
17 CSO modification. Without the CSO modification, TEF/Knapp would be unable to complete its
18 design and engineering services for the project, causing serious delay and likely cost
19 increases to the Opera House renovations and related site improvements.

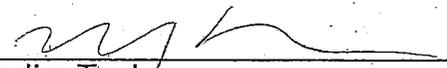
20 Based on the above-described circumstances, the San Francisco Arts Commission
21 approved Resolution No. 0201-13-055 approving DPW's modification of the TEF/Knapp
22 Agreement by adding \$150,000 to complete the design and engineering services work for the
23 Bayview Opera House.

24 Section 5. The Board of Supervisors hereby waives the contract modification not-to-
25 exceed amount requirement under Section 6.64 of the Administrative Code and authorizes the

1 Director of Public Works to amend its As-needed Architectural Services Agreement with
2 TEF/Knapp by increasing the not-to-exceed amount by \$150,000 from \$1,125,000 to
3 \$1,275,000 for the limited purpose of completing the design and engineering services for the
4 Bayview Opera House project.

5
6 APPROVED AS TO FORM:
7 DENNIS J. HERRERA, City Attorney

8
9 By:


Yadira Taylor
Deputy City Attorney

10
11 n:\constr\as2013\9690058\00829749.doc



Edwin M. Lee, Mayor
Mohammed Nuru, Director

San Francisco Department of Public Works
Office of the Deputy Director for Financial Management and Administration
Division of Contract Administration
1155 Market Street, 4th Floor
San Francisco, CA 94103
(415) 554-6230 ■ www.sfdpw.org



Gordon Choy, Division Manager

NOTICE OF MODIFICATION

Contractor: Tom Eliot Fisch/Knapp Architects, JV
201 Post Street, 7th Floor
San Francisco, CA 94108

Project: DD's, CD's, Construction Phase Services for the Bayview Opera House
Improvements/Upgrade

Term: 3/12/2012 - 3/12/2012 (Original CSO# TEFKA CSO 8 term: 3/12/2012 -
3/11/2014)

Job No.: 7371A

DPW Order No.: 178,844

CSO No.: #TEFKA CSO 8 Mod #1

Blanket No.: BPAT11000016

Contract Amount: CSO mod adds \$105,730.00 and 365 days to the CSO. Total CSO amount as
modified NTE \$462,510.00 and 1095 days.

Controller's Posting Number:

Reference this # on your No.: DPAT12000093-03
invoices

Date Posted: 02/07/2013

Mohammed Nuru
Director of Public Works

for

by: Gordon Choy
Division Manager, Contract Administration
February 7, 2013

cc: Robert Nist, Project Controls and Services

attachments: Purchase Order Release DPAT12000093
Contract Service Order Request #TEFKA CSO 8 Mod #1
Proposal

GEC:ccc



PURCHASE ORDER RELEASE - NON-PURCHASING
DPW - ARCHITECTURE

PO NUMBER: DPAT12000093
PO AMOUNT: \$462,510.00

TO: TOM ELIOT FISCH - KNAPP ARCHITECTS JV
201 POST STREET, 7TH FLR
SAN FRANCISCO CA 94108

PO PRINT DATE: 02/07/2013
CONTACT: DOUGLAS TOM, MANAGER
PHONE : 415-391-7918
VENDOR ID: 80436

TERMS: NET
FOB : DEST

ISSUE DATE : 03/12/2012

BPO # : BPAT11000016 <<
EFF. DATE : 09/02/2010
EXP. DATE : 09/01/2015

DELIVER TO: DPW-BUREAU OF ARCHITECTURE (PWD09)
30 VAN NESS AVE #4100
SAN FRANCISCO CA 94102

AUTHORIZED SIGNATURE **Mohammed Nuru, Director of Public Works**

DATE : FEB 07 2013
PHONE :

ORIGINAL ORDER MUST BE SIGNED TO BE VALID
By: *Jocelyn Quintos*

INVOICE TO: DPW-BUREAU OF ARCHITECTURE (PWD09)
30 VAN NESS AVE #4100
SAN FRANCISCO CA 94102
Jocelyn Quintos, Business Services Div Manager

TERMS:

MASTER AGREEMENT DPW#178,844 CM: BOB NIST, BOA: 557-4757
(NON-PURCHASER'S BPO, FOR ON-LINE APPROVAL ONLY)
INDIVIDUAL CONTRACT SERVICE ORDERS WILL BE ASSIGNED ON AN AS-NEEDED BASIS.

PROVIDE AS-NEEDED ARCHITECTURAL SERVICES

TERM: 09/02/10 THROUGH 09/01/15; NEW CSOS CAN ONLY BE AUTHORIZED AND CERTIFIED UNTIL 09/01/13.

PSC# 4095-09/10; APPROVED 03/01/2010.

INSURANCE REQUIREMENTS: G/L: \$1M; A/L: \$1M; W/C: \$1M; P/L: \$1M

MOD#1 ADDS SUBCONSULTANT HOOD DESIGN TO THE MASTER AGREEMENT TO PERFORM SERVICES RELATED TO LANDSCAPE DESIGN FOR THE BAYVIEW OPERA HOUSE. TOTAL CONTRACT AMOUNT REMAINS NTE \$750,000 AND CONTRACT END DATE REMAINS 9/1/2015, ONLY FOR CSO'S AUTHORIZED BY 9/1/2013.

MOD#2 ADDS \$375,000 AND SUBCONSULTANT MODULUS CONSULTING TO PERFORM ADDITIONAL REVIT DESIGN & BIM MODELING SERVICES RELATED TO THE NEW PUBLIC SAFETY BUILDING AND OTHER PROJECTS. TOTAL CONTRACT AMOUNT AS

CONTINUED, NEXT PAGE

* * * * * R E V I S E D * * * * * CHANGE NO: 002
CITY AND COUNTY OF SAN FRANCISCO PAGE :02

PURCHASE ORDER RELEASE - NON-PURCHASING
DPW - ARCHITECTURE

PO NUMBER: DPAT12000093
PO AMOUNT: \$462,510.00

MODIFIED \$1,125,000.00. CONTRACT END DATE REMAINS 9/1/5012, ONLY FOR
CSOS CERTIFIED BY 9/1/2013.

CONTINUED, NEXT PAGE

PURCHASE ORDER RELEASE - NON-PURCHASING
 DPW - ARCHITECTURE

PO NUMBER: DPAT12000093
 PO AMOUNT: \$462,510.00

ITEM	COMMODITY ID	UOM	TAX	QUANTITY	UNIT PRICE	TOTAL PRICE
1	7210-10 SVC, ARCHITECTURE; GENERAL	JB	N	1.00	356,780.0000	356,780.00

JOB# 7371A DPW# 178,844 CSO# TEFKA CSO 8
 PROJ: DD'S, CD'S, CONSTRUCTION PHASE SERVICES FOR THE BAYVIEW OPERA
 HOUSE IMPROVEMENTS/UPGRADE
 PROVIDE ARCHITECTURAL & ENGINEERING SERVICES TO PRODUCE (DRAWINGS &
 SPECIFICATONS) DD'S, CD'S & CONSTRUCTION PHASE SERVICES FOR THE
 BAYVIEW OPERA HOUSE IMPROVEMENTS/UPGRADE TO THIS HISTORIC BUILDING &
 PLAZA FOR ARTS AND CULTURAL PROGRAMS AS PER PROPOSAL DATED 3/2/12.
 TOTAL CSO AMOUNT: \$356,780.00 CSO DURATION: 730 CALENDAR DAYS
 CM: ROBERT NIST, PCS: (415) 557-4757

3	7210-10 SVC, ARCHITECTURE; GENERAL	JB	N	1.00	105,730.0000	105,730.00
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JOB# 7371A DPW# 178,844 CSO# TEFKA CSO 8 (MOD #1)
 PROJ: DD'S, CD'S, CONSTRUCTION PHASE SERVICES FOR THE BAYVIEW OPERA
 HOUSE IMPROVEMENTS/UPGRADE
 ADDITIONAL ARCHITECTURAL/ENGINEERING SERVICE IN THE CONSTRUCTION
 DOCUMENT PHASE - SEE PROPOSAL DATED 12/27/12.
 ORIGINAL AMOUNT: \$356,780.00 ORIGINAL DURATION: 730 CALENDAR DAYS
 MOD#1 AMOUNT: \$105,730.00 MOD#1 DURATION: 365 CALENDAR DAYS

 TOTAL NTE AMOUNT: \$462,510.00 TOTAL DURATION: 1095 CALENDAR DAYS

TOTAL ITEMS AMOUNT	\$462,510.00
SALES TAX	\$.00
INVOICE AMOUNT	\$462,510.00

**** END OF ITEM LIST ****

PURCHASE ORDER RELEASE - NON-PURCHASING
DPW - ARCHITECTURE

PO NUMBER: DPAT12000093
PO AMOUNT: \$462,510.00

SFX	INDEX	SUBOBJ	USERCODE	PROJCT	PRJDTL	GRANT	GRNTDTL	AMOUNT
01	PWA751GGFACP	02701		CAR403	BV7150			356,780.00
02	PWA552SWFOHF	02701						
03	PWA751GGFACP	02701		CAR403	OH7150			105,730.00

								462,510.00

**** END OF DOCUMENT ****

City and County of San Francisco



(415) 557-4700
 (415) 557-4701
<http://sfdpw.org>

Department of Public Works

BUILDING DESIGN & CONSTRUCTION (BDC)
 30 Van Ness Avenue, Suite 4100, S.F., CA 94102
 TARA LAMONT

Edwin M. Lee, Mayor
 Mohammed Nuru, Director

Contract Service Order Request

New Service Order Modify an Existing Service Order

Date:

Service Order Information

Master Agreement:	<input type="text" value="178844 - As-Needed Architectural Services"/>		
Service Order No.:	<input type="text" value="TEFKA CSO 8 (mod 1)"/>	DPW Order No.:	<input type="text" value="178844"/>
Project Title:	<input type="text" value="DD's,CD's,Construction Phase Services for the Bayview Opera House Improvements/Upgrade"/>		
Consultant:	<input type="text" value="Tom Eliot Fisch/Knapp Architects, JV"/>		
Consultant Contact:	<input type="text" value="DOUGLAS TOM"/>	Consultant Contact Email:	<input type="text" value="DOUG@TOMELIOTFISCH.COM"/>
Requesting Dept.:	<input type="text" value="ARTS COMMISSION"/>		
PM Contact:	<input type="text" value="Patti Viri"/>	PM Contact Email:	<input type="text" value="Patti.Viri@sfdpw.org"/>
DPW Contact:	<input type="text" value="Robert Nist"/>	DPW Contact Email:	<input type="text" value="Robert.Nist@sfdpw.org"/>
		DPW Contact Phone No.:	<input type="text" value="(415) 557-4757"/>

Task Detailed Information

Hazmat/Construction: Requires 3 Bids 3 Bid Solicitation (Sec 6.63)

Task Description:(All work under this task to be performed in accordance with all terms under the Master Agreement)

MOD #1-Additional Architectural/Engineering service in the Construction Document Phase-SEE ATTACHED PROPOSAL DATED Originally 11 July 2012 --Final Revision DATED -27 December 2012
 TOTAL AMOUNT-\$105,730

Provide Architectural& Engineering Services to produce(Drawings/Specifications) DD's,CD's,& Construction Phase Services for the Bayview Opera House Improvements/Upgrade to this Historic Building and Plaza for arts and cultural programs as per ATTACHED TEF/KNAPP JV Proposal Dated 2 DEC.2011 & Revised 5 JAN. 2012,etc. Final proposal**an approved marked up proposal 3/2/12-(RSN)Robert Nist

Description	This Request	Previous/Original	Total (As-Modified)
Task Estimate \$ (NTE):	<input type="text" value="\$105,730.00"/>	<input type="text" value="\$356,780.00"/>	<input type="text" value="\$462,510.00"/>
Duration:	<input type="text" value="365"/> calendar days	<input type="text" value="730"/> calendar days	<input type="text" value="1095"/> calendar days

Valid signature - Signed by Michelle M. Wenzel
 Thursday, January 24, 2013 4:31:06 PM

Valid signature - Signed by Nuru, Mohammed
 Tuesday, February 05, 2013 5:02:17 PM



CONTRACT SYSTEM

CSO - READ ONLY ACCESS

Contract System ID		Minimize
Contract ID:	917	Contract Award ID:
Spec No:	APA11041	Record ID:
Contract Title:	As-Needed Architectural Services	
Click here to go to the Workspace!		

Contract Document	Expand
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CSO Summary	Minimize
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Master Agreement:	178844 (CO # 0) (Tom Eliot Fisch/Knapp Architects, JV) - As-Needed Architectural Services		
Service Order No:	TEFKA CSO 8	Mod No:	1
DPW No:	178844	CSO Date:	02/14/2012
Project Title:	DD's, CD's, Construction Phase Services for the Bayview Opera House Improvements/Upgrade		
Consultant Name:	Tom Eliot Fisch/Knapp Architects, JV		
Contact:	TOM, DOUGLAS		
Email:	DOUG@TOMELIOTFISCH.COM		
Requesting Dept:	ARTS COMMISSION		
PM Contact:	Patti Viri	PM Email:	Patti.Viri@sfdpw.org
PM Name:	Patti Viri	PM Fax:	
PM Phone:	(415) 557-4654	DPW Contact:	Robert Nist
DPW Contact:	Robert Nist	DPW Contact Email:	Robert.Nist@sfdpw.org
DPW Contact Phone:	(415) 557-4757		

Master Agreement Information

[Minimize](#)

For Master Agreement Info, Please click [HERE](#)

Spec #: APA11041

Job Order #:

Title: As-Needed Architectural Services

Contractor: Tom Eliot Fisch/Knapp Architects, JV

Award #: 178844

Award Date: 9/2/2010

Award Amount: \$750,000.00

Encumbrance #:

Mod-to-Date Amount: \$1,125,000.00

Contract Start Date: 9/2/2010

NTP: 10/22/2010

Contract End Date: 9/1/2015

Lafest Mod Amount: \$375,000.00

Mod Duration: 0

Bond Summary:

Surety No	Provider	Bond Amount	Rating	Size
No Data				

Insurance Summary:

Contractor Name	Insurance Type	Provider	Limit	Expiration date
Tom Eliot Fisch	General Liability	Hartford Casualty Insurance Co.	\$1,000,000.00	3/1/2011
Tom Eliot Fisch	Automobile Liability	Hartford Casualty Insurance Co.	\$1,000,000.00	3/1/2011
Tom Eliot Fisch	Umbrella	Hartford Casualty Insurance Co.	\$5,000,000.00	3/1/2011
Tom Eliot Fisch	Worker Compensation	Hartford Fire Insurance Co.	\$1,000,000.00	4/1/2011
Tom Eliot Fisch	Professional Liability	XL Specialty Insurance Co.	\$3,000,000.00	4/1/2011
Tom Eliot Fisch	General Liability	Hartford Casualty Insurance Co.	\$1,000,000.00	3/1/2012
Tom Eliot Fisch	Automobile Liability	Hartford Casualty Insurance Co.	\$1,000,000.00	3/1/2012
Tom Eliot Fisch	Umbrella	Hartford Casualty Insurance Co.	\$5,000,000.00	3/1/2012
Tom Eliot Fisch	Worker Compensation	Hartford Fire Insurance Co.	\$1,000,000.00	4/1/2012
Tom Eliot Fisch	Professional Liability	XL Specialty Insurance Co.	\$3,000,000.00	4/1/2012
Knapp Architects	General Liability	American Insurance Co.	\$2,000,000.00	6/16/2011
Knapp Architects	Automobile Liability	American Insurance Co.	\$2,000,000.00	6/16/2011
Knapp Architects	Worker Compensation	Travelers Property Casualty Co of Am	\$1,000,000.00	6/16/2011
Knapp Architects	Professional Liability	U.S. Specialty Insurance Company	\$1,000,000.00	6/9/2011
Knapp Architects	General Liability	American Insurance Co.	\$2,000,000.00	6/16/2012
Knapp Architects	Automobile Liability	American Insurance Co.	\$2,000,000.00	6/16/2012
Knapp Architects	Worker Compensation	Travelers Property Casualty Co of Am	\$1,000,000.00	6/16/2012
Knapp Architects	Professional Liability	US Specialty Insurance Company	\$1,000,000.00	6/9/2012
Tom Eliot Fisch	General Liability	Hartford Casualty Insurance Co.	\$1,000,000.00	3/1/2013
Tom Eliot Fisch	Automobile Liability	Hartford Casualty Insurance Co.	\$1,000,000.00	3/1/2013
Tom Eliot Fisch	Umbrella	Hartford Casualty Insurance Co.	\$1,000,000.00	3/1/2013
Tom Eliot Fisch	Worker Compensation	Hartford Accident & Indemnity	\$1,000,000.00	4/1/2013
Tom Eliot Fisch	Professional Liability	XL Specialty Insurance Co.	\$3,000,000.00	4/1/2013
Knapp Architects	General Liability	American Insurance Co.	\$2,000,000.00	6/16/2012
Knapp Architects	Automobile Liability	American Insurance Co.	\$2,000,000.00	6/16/2012
Knapp Architects	Worker Compensation	Travelers Property Casualty Co of AM	\$1,000,000.00	6/16/2013
Knapp Architects	General Liability	American Insurance Co.	\$1,000,000.00	6/16/2013
Knapp Architects	Automobile Liability	American Insurance Co.	\$1,000,000.00	6/16/2013
Knapp Architects	Professional Liability	U.S. Specialty Insurance Company	\$1,000,000.00	6/9/2013

Task Information Minimize																																																																																																																														
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<input type="checkbox"/> Hazmat/Construction: Requires 3 Bids						<input type="checkbox"/> 3 Bid Solicitation (Sec 6.63)																																																																																																																								
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Contract Admin		Minimize
NTP Date:	3/12/2012	
End Date:	3/11/2014	New End Date: 3/11/2015
Initiated Date:	2/7/2013	Posted Date: 2/7/2013
Approvals		Expand
List of Approvers		Expand
Approval Tracking		Expand

TOM ELIOT FISCH / KnappArchitects

11 July 2012, Revised 5 October 2012, Revised 9 November 2012, Revised 11 November 2012,
Revised 10 December 12, Revised 27 December 12

Ms. Judy Nemzoff, Program Director
Community Arts and Education Program
Ms. Deborah Frieden
Project Management Consultant
San Francisco Arts Commission
25 Van Ness Avenue, Suite 345
San Francisco, CA 94102

Re: **Bayview Opera House: Add Service Agreement 1 for:**

- a. Additional entitlement approval requirements
- b. Separation of SFMTA-funded work into a separate drawing package and the addition of four months to the construction schedule

Dear Ms Nemzoff and Ms. Frieden,

The Tom Eliot Fisch/Knapp Architects Joint Venture team is pleased to submit this proposal for additional services, under our As-Needed Contract, DPW Order No. 178,844.

SCOPE OF SERVICES

1. The services proposed herein cover the following areas of work, as required by the SF Arts Commission and the project funding and approvals process:
 - a. Additional Entitlement Approvals phase design and coordination work, including preparation and attendance at additional entitlement meetings and hearings.
 - b. Separation of SFMTA-funded project scope, principally civil engineering and public right of way improvements from TEF/KA Base project work for Site and Building Improvements: includes Project Management and Technical Coordination for the separation of the project scope into two separate packages to ensure an integrated final project thru completion of construction documents.
2. The proposed Tom Eliot Fisch/Knapp Architects JV consultant team members to service this contract will be:
 - a. Tom Eliot Fisch and Knapp Architects: Preservation Architecture and Prime Consultant/Project Management for team
 - b. SOHA Engineers (Structural Engineering)
 - c. Hood Design (Landscape Design Services)
 - d. Sherwood Design Engineers (Civil Engineering)
 - e. F + W Associates, Inc. (Lighting Design)

201 Post Street 7th Floor San Francisco, CA 94108

tel 415 391.7918
fax 415 391 7309

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TOM ELIOT FISCH / KnappArchitects

SCOPE OF SERVICES

Refer to Attached Task List dated December 27, 2012

EXCLUSIONS and ADDITIONAL SERVICES

This proposal specifically excludes the following. The TEF/KA JV team would be pleased to provide additional service proposals for these items:

1. Work beyond that which is described above.
2. Renderings or three-dimensional models of the proposed scope of work covered under the stipulated budget of \$2.6 million.
3. Preparation for and attendance at formal presentations or presentations themselves, including to SF Planning, city departments or Board of Supervisors or any other entity aside from those described specifically above or on the attached Task List dated October 5, 2012.
4. Additional community or other stakeholder meetings beyond those identified above and in base contract.
5. Design, documentation and coordination of scope items not currently in funded project scope (see above and sub-consultant proposals).
6. Audio-Visual equipment or security system design.
7. Exterior and interior building spaces lighting design.
8. Furniture selection and procurement, coordination or installation services.
9. Design or engineering consultants other than those listed in our team summary.
10. As-Built drawings.
11. Value-Engineering beyond reconciliation of the defined scope and budget as defined above, per phase, and as embedded in decisions about bid alternates.
12. Phasing studies or the segmentation of the work into more than (2) packages (SFMTA package and building/site improvements package)
13. Graphic, identity or signage design outside of required code signage.
14. Any other service requested by you that is not delineated under this scope of work (see above).
15. Workforce Hiring communication, meetings or work effort to reconcile participation in the construction of this project.
16. Handling of hazardous materials of any kind.
17. Drawings in Revit. All drawings will be done in AutoCAD.
18. Construction Management Services
19. Cost Estimating or any review of cost estimates for the SFMTA project scope.
20. Permit and Bid support tasks for SFMTA project scope.
21. Geotechnical Investigations or Reports
22. Additional Construction Phase Services

Tom Eliot Fisch/Knapp Architects JV would be happy to prepare additional service proposals for these or any other service required by the SFAC, with the exception of Item 16 above.

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TOM ELIOT FISCH / KnappArchitects

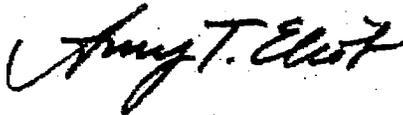
FEES

Our team fees for this work are reflected in the spreadsheet that follows this letter, and are broken down into the scope areas listed in the above proposal.

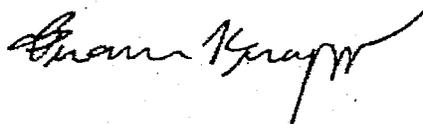
The proposed design team fee is \$105,730 and will be performed on a lump sum basis as per the attached summary. Fees will be invoiced monthly. Reimbursable expenses will be invoiced at cost per our as-needed contract terms.

If this proposal meets with your approval, please forward to DPW so that they can issue a contract modification as soon as possible. We look forward to continuing to support your team to complete these important improvements to this significant historical and community resource for the Bayview Hunter's Point community and all of San Francisco.

Very truly yours,



Amy Eliot, AIA LEED AP
Principal
Tom Eliot Fisch



Frederic Knapp
Principal
Knapp Architects

Attachments:

TEF/KVP JV Task and Hours Fee Summary
TEF/KVP JV Team Fee Summary
Sub consultant Proposals from
SOHA Engineers
Hood Design
Sherwood Design Engineers
F + W Associates, Inc.

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Bayview Opera House Improvements
 DPW As Needed Contract
 Tom Eliot Fisch/Knapp Architects JV
 TEF/KA Prime Consultant - ADD Service 1
 Architectural + Engineering Services
 7/11/12, Revised 10/5/2012, Revised 11/9/12, Revised 11/11/12, 12/10/12, 12/27/12

PART A. Additional Entitlement Approval Requirements
 Consultant

Discipline	Phase	Phase			Total Fee
		Concept Design	Schematic	Const. Docs	
Historic Archit./Preserv	Design	\$0	\$0	\$0	\$19,400
Landscapes		\$0	\$0	\$0	\$9,500
TOTAL for PART A: Additional Entitlement Approval Requirements					\$28,900

PART B. Separation of Project Into Two Packages: SFMTA-Funded Project and Site and Building Improvements Project
 Consultant

Discipline	Phase	Phase			Total Fee
		Concept Design	Schematic	Const. Docs	
Historic Archit./Preserv	Design	\$0	\$21,490	\$14,335	\$0
Civil		\$0	\$0	\$2,145	\$0
Landscapes		\$0	\$1,575	\$12,200	\$0
Landscapes- Irrigation		\$0	\$0	\$4,800	\$0
Electrical- Lighting		\$0	\$0	\$7,500	\$0
Structural Engineer		\$0	\$0	\$12,785	\$0
TOTAL for PART B.1 for Design Phase Work					\$76,830

GRAND TOTAL FEES FOR PARTS A & B: \$105,730

Bayview Opera House Improvements
 DPW As Needed Contract
 Tom Eliot Fisch/Knapp Architects JV
 TEF/KA Prime Consultant - ADD Service 1 PART A
 Architectural Services
 10/9/2012 REVISED 9/11/12, 12/27/12

SCOPE OF SERVICES

PART A. Additional Entitlement Approvals

	TEF JV Principal In Charge	Rate	Knapp JV Principal	Rate	TEF Architect	Rate	Knapp Project Architect	Rate	Total Fees
1.0 Attend (4) Coordination meetings w/Client to prepare for entitlement	8	\$1,400	4	\$580	8	\$960	4	\$440	\$3,380
2.0 Prepare for and Attend Civic Design Ph 1 hearing	6	\$1,050	0	\$0	12	\$1,440	0	\$0	\$2,490
3.0 Prepare for and Attend Civic Design Ph 3 hearing	6	\$1,050	0	\$0	12	\$1,440	0	\$0	\$2,490
4.0 Prepare for and attend (2) Planning Staff Mtgs and (2) Commissioners pre-mtg before SF Historic Preservation Commission hearing	12	\$2,100	12	\$1,740	4	\$480	4	\$440	\$4,760
5.0 Prepare for and coordinate submittal for new Certificate of Appropriateness	4	\$700	0	\$0	2	\$240	4	\$440	\$1,380
6.0 Prepare for and Attend SF Heritage hearing #2 and site visit	6	\$1,050	4	\$580	4	\$480	4	\$440	\$2,550
7.0 Prepare for and attend Community Stakeholders Meeting No. 2	4	\$700	4	\$580	4	\$480	0	\$0	\$1,760
8.0 Project Administration and Quality Review	2	\$350	0	\$0	2	\$240	0	\$0	\$590
Subtotal - PART A Additional entitlement approval requirements	48	\$8,400	24	\$3,480	48	\$5,760	16	\$1,760	\$19,400

PART A TEF TOTAL \$14,160
PART A KNAPP TOTAL \$5,240

Bayview Opera House Improvements
 DPW As Needed Contract
 Tom Eliot Fisch/Knapp Architects JV
 TEF/KA Prime Consultant -ADD Service 1 PART B
 Architectural Services
 10/5/2012 REVISED 9/11/12, 12/27/12

SCOPE OF SERVICES		TEF JV Principal In Charge	Rate	Knapp JV Principal	Rate	TEF Architect	Rate	Knapp Project Architect	Rate	Total Fees
PART B.1 SFMTA Funded Package SD thru CD										
1.0	Prepare proposed scope of work definition for SFMTA funded project	2	\$350	0	\$0	8	\$960	0	\$0	\$1,310
2.0	Coordinate with Team and Client (2) meetings	4	\$700	0	\$0	4	\$480	0	\$0	\$1,180
3.0	Prepare for and coordinate cost estimate with team cost consultant, (2) rounds	4	\$700	0	\$0	4	\$480	0	\$0	\$1,180
4.0	Meet with SF MTA to present proposed work definition and overall project (1) meeting	2	\$350	0	\$0	0	\$0	0	\$0	\$350
5.0	Meet with DPW to coordinate project management, and work coordination procedures (6) meetings	14	\$2,450	0	\$0	12	\$1,440	0	\$0	\$3,890
6.0	Prepare final schematic design phase documents	2	\$350	0	\$0	8	\$960	0	\$0	\$1,310
7.0	Issue package to SFAC/MTA for review	2	\$350	0	\$0	4	\$480	0	\$0	\$830
8.0	Project Administration & Quality Review	2	\$350	0	\$0	0	\$0	0	\$0	\$350
9.0	Coordinate consultant team to break package into two packages	4	\$700	0	\$0	8	\$960	0	\$0	\$1,660
10.0	Coordinate and manage additional 100% SD Cost Estimate effort(3 rounds), incl 2 VE sessions	20	\$3,500	4	\$580	24	\$2,880	4	\$440	\$7,400
11.0	Update scope definition diagram, and fill out consultant task responsibility chart	2	\$350	0	\$0	14	\$1,680	0	\$0	\$2,030
Subtotal - PART B.1 Schematic Design Phase		58	\$10,180	4	\$580	88	\$10,320	4	\$440	\$21,490
PART A TEF TOTAL										\$20,470
PART A KNAPP TOTAL										\$1,020

SCOPE OF SERVICES	TEF JV Principal in Charge	Rate \$175.00	Knapp JV Principal	Rate \$145.00	TEF Architect	Rate \$120.00	Knapp Project Architect	Rate \$110.00	Total Fees
PART B.1 SFMTA Funded Package									
PART B.1 Construction Document Phase (2 Months)									
1.0 Prepare for and meet with DPW/MTA team to review design and coordinate work - kick-off of CD phase	10	\$1,750	0	\$0	11	\$1,320	0	\$0	\$3,070
2.0 Prepare for and attend Coordination Meeting prior to 50% CD issuance and incorporate DPW/MTA comments	11	\$1,925	0	\$0	15	\$1,800	0	\$0	\$3,725
3.0 Issue 50% CD set to SFMTA & DPW for review	2	\$350	0	\$0	4	\$480	0	\$0	\$830
4.0 Coordination Meeting prior to 90% CD Permit issuance and incorporate DPW comments	0	\$0	0	\$0	3	\$360	0	\$0	\$360
5.0 Issue 90% CD set to SFAC & MTA/DPW for review	2	\$350	0	\$0	4	\$480	0	\$0	\$830
6.0 Pick up Coordination items and communicate to TEF/KA consultant team	2	\$350	0	\$0	18	\$1,920	0	\$0	\$2,270
7.0 Consolidate Coordination items from SFDBI Plan Check and issue to TEF/KA consultant team	2	\$350	0	\$0	12	\$1,440	0	\$0	\$1,790
8.0 Issue 100% CD package to SFAC/MTA/DPW for review	2	\$350	0	\$0	4	\$480	0	\$0	\$830
9.0 Project Administration & Quality Review	0	\$0	0	\$0	6.25	\$630	0	\$0	\$630
Subtotal - PART B.1 Construction Document Phase	31	\$5,425	0	\$0	74.25	\$8,910	0	\$0	\$14,335

PART A TEF TOTAL \$14,335
PART A KNAPP TOTAL \$0

Subtotal - PART B.1 SD-CD Phase	89	\$15,575	4	\$580	160.25	\$19,230	4	\$440	\$35,825
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TOTAL PART A AND B.1 (B.2 REMOVED 12/10/12)

\$55,225

Tom Eliot Fisch / Knapp Architects JV
 201 Post Street, 7th Floor
 San Francisco, CA 94108

October, 2nd 2012, Revised 11/9/12, Revised 12/7/12 to Exclude Construction Administration Add Service

HOOD DESIGN BAY VIEW OPERA HOUSE- ADDITIONAL SERVICE NO. 1

PART A ADDITIONAL SERVICES FOR ENTITLEMENTS			
	HOURS	HOURLY RATES	TOTAL
Civic Design Meeting (Phase 2)			
Principal	4 hours	\$225.00	\$900
Designer I	8 hours	\$125.00	\$1,000
Civic Design Meeting (Phase 3)			
Principal	4 hours	\$225.00	\$900
Designer I	8 hours	\$125.00	\$1,000
SF Architectural Heritage Meetings			
Principal	4 hours	\$225.00	\$900
Designer I	8 hours	\$125.00	\$1,000
Historic Preservation Meeting			
Principal	4 hours	\$225.00	\$900
Designer I	8 hours	\$125.00	\$1,000
Final Community Meeting for Design presentation			
Principal	4 hours	\$225.00	\$900
Designer I	8 hours	\$125.00	\$1,000
PART A TOTAL Community Involvement & Entitlements			\$9,500

Deliverables:

- Prepare, as required, descriptions of technical work; related maps, plans, sketches and other graphics; display boards; projection slides; photographs and other such informational materials.
- Provide assistance for the entitlement process

Meetings not listed or additions to specified meetings will be an additional service.

PART B.1 SD SITE PLAN UPDATE / COORINATION WITH CONSULTANTS			
	HOURS	HOURLY RATES	TOTAL
Principal	2 hours	\$225.00	\$450
<u>Designer 1</u>	<u>9 hours</u>	<u>\$125.00 per hour</u>	<u>\$1,125</u>
PART B.1 SCHEMATIC			\$1,575
CD 50%			
Principal	4 hours	\$225.00 per hour	\$900
Designer 1	12 hours	\$125.00 per hour	\$1,500
CD 75%			
Principal	4 hours	\$225.00 per hour	\$900
Designer 1	12 hours	\$125.00 per hour	\$1,500
CD 90%			
Principal	4 hours	\$225.00 per hour	\$900
<u>Designer 1</u>	<u>12 hours</u>	<u>\$125.00 per hour</u>	<u>\$1,500</u>
Floating Walkway and Custom Fence- Fabrication			
<u>Designer 1</u>	<u>40hours</u>	<u>\$125.00 per hour</u>	<u>\$5,000</u>
PART B.1 CONSTRUCTION DOCUMENTS			\$12,200
Principal	8 hours	\$225.00 per hour	\$1,800
<u>Designer 1</u>	<u>24 hours</u>	<u>\$125.00 per hour</u>	<u>\$3,000</u>
PART B.1 CD IRRIGATION			\$4,800
TOTAL B.1			\$18,575

Irrigation Deliverables:

1. Three Drawing sheets
 - a. Plan
 - b. Details
 - c. Notes

Product review and submittals:

Review lighting submittals, samples for fence/gate, floating walkway, stage, seating and planting/mulch, visit quarry supplier for boulders

TOTAL ADD SERVICE NO. 1	\$28,075
--------------------------------	-----------------

FEES AND TERMS

The fee for the design phases will be inclusive of reimbursable expenses. The services provided shall be in accordance with the provisions of Tom Eliot Fisch / Knapp Architects JV Standard agreement. Fees for additional services shall be calculated based on Hood Design's standard hourly rates as follows:

Walter J. Hood, Jr.	
Principal, Hood Design	\$225.00 per hour.
Project Manager/Designer I	\$125.00 per hour
Designer II	\$75.00 per hour
Draftsperson	\$35.00 per hour

We have enjoyed the opportunity to work with you and the other team members, and we appreciate your consideration for this landmark project.

Sincerely,

Walter Hood
Principal

walter@wihooddesign.com

3035 HILBERT STREET, SUITE 200
COLUMBIA, CO. 80501
303.575.0223
403.575.1125



58 MAIDEN LANE, 3RD FLOOR, SAN FRANCISCO, CA 94108
(415) 677-7300 WWW.SHERWOODENGINEERS.COM

Additional Services No 1

Amy Eliot
Tom Eliot Fisch
201 Post Street, 7TH Floor
San Francisco, Ca. 94108

December 8, 2012

RE: **Additional Services - No 1, v2**
Bayview Opera House
Coordination with MTA

Dear Ms. Eliot,

In response to your request, Sherwood Design Engineers (the "Civil Engineer" hereinafter) is pleased to submit this Additional Services to Tom Eliot Fisch (the "Client" hereinafter) for Civil Engineering services for the Bayview Opera House (BVOH) renovation and site improvements located between 3rd street, Newcomb and Oakdale St within the City of San Francisco, Ca. This proposal for additional services describes professional civil engineering services to be performed in collaboration with the design team members (the "Design Team" hereinafter) and is a continuation to the Schematic Design phase of this project.

Scope of Services:

B.1 Coordination with MTA - Construction Documentation: Upon approval, SDE will perform the necessary design coordination with SFMTA. This coordination may be required for proper site design related to conformance with the congruent public sidewalk and underground utility design managed by SFMTA.



58 MAIDEN LANE, 3RD FLR, SAN FRANCISCO CA 94108 (415) 677-7300 WWW.SHERWOODENGINEERS.COM

Fee Schedule:

11-349 BVOH

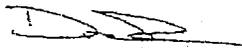
	Duration (weeks)	Principal	Project Manager	Project Engineer	Field Operator	Administrative	Estimated Total Hr. & Fee/Task
601 Coordination with MTA - Construction Documents	1	\$240.17	\$135.03	\$101.97	\$63.20	\$63.20	\$2145

EXCLUSIONS Consultant shall not be required to provide the following services.

- | | |
|--|--|
| <ol style="list-style-type: none"> 1. Agency Fees 2. Geotechnical Report 3. Legal Descriptions 4. Foundation/ Structural Design 5. Construction Staking Site Cleanup due to unsuspecting above ground storage tanks / underground storage tanks 6. Soils testing / remediation / removal 7. Percolation tests 8. MEP Design Service 9. Hazardous Waste Remediation 10. Materials Testing and Inspection reports. | <ol style="list-style-type: none"> 11. O&M plans for Mechanical systems 12. Building Waterproofing -- other than items in scope 13. Utility demand engineering for electrical service, gas services, telecommunication service, street lights and sidewalk lights 14. Connection location for buildings by others; electric meter and gas meter layout by MEP consultant 15. Site graphics 16. Traffic Engineering and Traffic Studies |
|--|--|

We thank you for this opportunity to submit this proposal and look forward to beginning work with you on this exciting project!

Sincerely,



Drew C. Norton
Senior Associate





December 7, 2012

TEF/Knapp Architects, A Joint Venture
201 Post Street, 7th Floor
San Francisco, CA 94108
Attn: Paul Cooper

Subject: Bayview Opera House
Proposal for Structural Engineering Services
Elevated Exterior Walkways

Dear Paul,

SOHA Engineers is pleased to provide a proposal for structural engineering services for the above subject project as part of the DPW As-Needed Services agreement 178,844.

Our proposal is based on the concept level drawings in the Civic Design Hearing Phase 2 package dated June 18, 2012. The proposed site plan utilizes a new elevated pedestrian walkway in three segments. The first segment in plan is boomerang shaped starting from the front entrance on Newcomb Avenue to the covered porch area on the west side of the building. The second walkway proposed is also boomerang shaped and provides a bridge from the west porch to the rear outdoor stage area at the south end of the building. Finally there is a short portion of walkway from the exterior stage to toward the east parking lot.

Structural design services will be limited to designing the steel and concrete portions of the walkway. This includes vertical guardrail posts, outrigger beams, runner beams parallel to the walkway, vertical columns and the supporting foundation. Design of the proposed glass surface walkway is excluded, but design criteria for the walking surface will be provided. It is understood that the current architectural goal is to minimize the structural members in size where possible.

Drawings will depict the layout of the primary steel members and columns listed above. Top hand-rail and horizontal components of the guardrail and handrail system are excluded from our drawings. Detailing of the connection of the glass surface to the supporting frame are also excluded. We can assist the your team with finalizing these details by marking up architectural sketches as needed.

Our proposed fee for this work is \$12,784.93 which includes work to completion of construction documents and permitting. However, please note that Bidding Support, Construction Administration, and Close-Out phase structural engineering services are EXCLUDED.

Please see the attached table for a detailed breakdown of hours by staff for each phase.

Clarifications

1. The proposed fee represents one structural design effort for the walkways. Changes to the walkway such as layout and shape, location of vertical supports

Main Office: 48 Colin P. Kelly Street, San Francisco, CA 94107 T 415 989 9900 F 415 989 9909
330 Franklin Street, Suite 400, Oakland CA 94607 T 510 444 5577 F 510 444 5599
www.soha.com



and foundations, deck support, guardrail rail system changes, and/or material changes requiring a partial or full re-design are excluded.

2. To minimize potential re-design fees associated with changes in item 1, structural design effort for the walkways will not begin until after the 50% Construction Document phase has been complete to allow the architectural design of the walkways to proceed to a more finalized state.
3. Reimbursement costs will be part of our original services agreement for this project.
4. Typical post-permit services of Bid Support, Construction Administration, and Close-Out are excluded but may be performed under a separate agreement.

We appreciate the opportunity to submit this proposal and look forward to working with you further on this project. Please let us know if you have any questions or if additional information is needed.

Sincerely,
SOHA Engineers

A handwritten signature in black ink, appearing to read "Gerard Madden".

Gerard Madden, SE, PE
Sr. Project Manager

12/7/2012

**SOHA Engineers
Estimate for Design/Consulting Services**

Elevated Bridges - CD & Permitting Only - No CA

SOHA Job #:
Job Title:
Job Address:

TBD
Bayview Opera House
4705 Third Street
San Francisco
December 7, 2012

Date:

Phase	Principal Engineer	Project Manager	Structural Engineer	Project Engineer	Structural Designer	CAD	Subtotal	% of Total
1 Conceptual Design	\$ 184.12	\$ 151.15	\$ 131.49	\$ 124.85	\$ 89.37	\$ 92.95	\$ -	0%
2 Schematic Design							\$ -	0%
3 Construction Documents		6	20	36		40	\$ 11,749.30	92%
4 Permitting		1	2	2		4	\$ 1,035.63	8%
5 Bidding							\$ -	0%
6 Construction Administration							\$ -	0%
7 Closeout/Post-Construction							\$ -	0%
							\$ -	0%

Total = \$ 12,784.93

8 Reimbursable Expenses

SOHA Estimate of Services



F. W. ASSOCIATES, INC.
CONSULTING ENGINEERS

68 - 12TH STREET, SUITE 300, SAN FRANCISCO, CA 94103

TEL: (415) 861-0286

FAX: (415) 861-0191

January 3, 2013

File No. 20-12061.1

Tom Eliot Fisch
201 Post Street, 7th Floor
San Francisco, CA 94108

Attention: Ms. Amy Eliot

Subject: Bayview Opera House
Exterior Lighting Design

Dear Amy,

Per your request, the following is the hourly breakdown (by task and staff) for the fee proposal (File No. 20-12061) submitted on October 4, 2012.

1. Preview and evaluate the landscape architect's lighting design and provide recommendations as required:

Project Manager:	4 hours @ \$ 165.00/hr.	= \$ 660.00
	Subtotal	= \$ 660.00

2. Perform a light level calculations to determine adequate lighting level for egress compliance level:

Project Manager:	8 hours @ \$ 165.00/hr.	= \$1,320.00
CADD:	6 hours @ \$ 80.00/hr.	= \$ 480.00
	Subtotal	= \$ 1,800.00

3. Provide power distribution and controls to the exterior lighting:

Project Manager:	12 hours @ \$ 165.00/hr.	= \$1,980.00
CADD:	6 hours @ \$ 80.00/hr.	= \$ 480.00
	Subtotal	= \$ 2,460.00

4. Provide mounting details for pole lights and bollards:

Project Manager:	4 hours @ \$ 165.00/hr.	= \$ 660.00
CADD:	2 hours @ \$ 80.00/hr.	= \$ 160.00
	Subtotal	= \$ 820.00

5. Provide Title 24 calculations for exterior lighting:

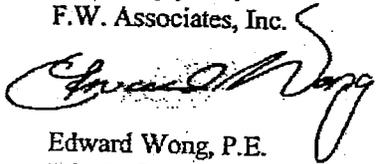
Project Manager:	8 hours @ \$ 165.00/hr.	= \$ 1,320.00
CADD:	4 hours @ \$ 80.00/hr.	= \$ 320.00
	Subtotal	= \$ 1,640.00

6. Reimbursable Expenses (Printing and Plotting):

		<u>= \$ 120.00</u>
	Subtotal	= \$ 120.00
	Total Fee	= \$ 7,500.00

Feel free to call should you have any questions.

Very truly yours,
F.W. Associates, Inc.



Edward Wong, P.E.
Principal

EW/ls



Edwin M. Lee, Mayor
Mohammed Nuru, Director

San Francisco Department of Public Works
Office of the Deputy Director for Financial Management and Administration
Division of Contract Administration
875 Stevenson Street, Room 4
San Francisco, CA 94106
(415) 554-6230 ■ www.sfdpw.org



Gordon Choy, Division Manager

NOTICE TO PROCEED

Contractor: Tom Eliot Fisch – Knapp Architects, JV
201 Post Street, 7th Floor
San Francisco, CA 94108

Project: DD's, CD's, Construction Phase Services for the Bayview Opera House
Improvements/Upgrade

Term: 3/12/2012 – 3/11/2014

Job No.: 7371A

DPW Order No.: 178,844

CSO No.: TEFKA CSO 8

Blanket No.: BPAT11000016

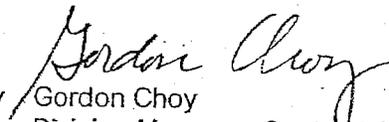
Contract Amount: \$356,780.00

Controller's Posting Number:

Reference this # on your invoices No.: DPAT12000093

Date Posted: 3/12/2012

Mohammed Nuru
Director of Public Works

by 
Gordon Choy
Division Manager, Contract Administration
March 12, 2012

cc: Robert Nist, PCS

attachments: Purchase Order Release DPAT12000093
Contract Service Order Request # TEFKA CSO 8
Proposal

GEC:rd



PURCHASE ORDER RELEASE - NON-PURCHASING
DPW - ARCHITECTURE

PO NUMBER: DPAT12000093
PO AMOUNT: \$356,780.00

TO: TOM ELIOT FISCH - KNAPP ARCHITECTS JV
201 POST STREET, 7TH FLR
SAN FRANCISCO CA 94108

PO PRINT DATE: 03/12/2012

CONTACT: DOUGLAS TOM, MANAGER
PHONE : 415-391-7918
VENDOR ID: 80436

TERMS: NET
FOB : DEST

ISSUE DATE : 03/12/2012

BPO # : BPAT11000016 <<
EFF. DATE : 09/02/2010
EXP. DATE : 09/01/2015

DELIVER TO: DPW-BUREAU OF ARCHITECTURE (PWD09)
30 VAN NESS AVE #4100
SAN FRANCISCO

Mohammed Nuru, Interim Director of Public Works

AUTHORIZED SIGNATURE:

By: *Jocelyn Quintos*
Jocelyn Quintos, Business Services Div Manager

DATE : ~~_____~~ MAR 12 2012
PHONE :

ORIGINAL ORDER MUST BE SIGNED TO BE VALID

INVOICE TO: DPW-BUREAU OF ARCHITECTURE (PWD09)
30 VAN NESS AVE #4100
SAN FRANCISCO CA 94102

TERMS:

MASTER AGREEMENT DPW#178,844 CM: BOB NIST, BOA: 557-4757
(NON-PURCHASER'S BPO, FOR ON-LINE APPROVAL ONLY)
INDIVIDUAL CONTRACT SERVICE ORDERS WILL BE ASSIGNED ON AN AS-NEEDED BASIS.

PROVIDE AS-NEEDED ARCHITECTURAL SERVICES

TERM: 09/02/10 THROUGH 09/01/15; NEW CSOS CAN ONLY BE AUTHORIZED AND CERTIFIED UNTIL 09/01/13.

PSC# 4095-09/10; APPROVED 03/01/2010.

INSURANCE REQUIREMENTS: G/L: \$1M; A/L: \$1M; W/C: \$1M; P/L: \$1M

MOD#1 ADDS SUBCONSULTANT HOOD DESIGN TO THE MASTER AGREEMENT TO PERFORM SERVICES RELATED TO LANDSCAPE DESIGN FOR THE BAYVIEW OPERA HOUSE. TOTAL CONTRACT AMOUNT REMAINS NTE \$750,000 AND CONTRACT END DATE REMAINS 9/1/2015, ONLY FOR CSO'S AUTHORIZED BY 9/1/2013.

MOD#2 ADDS \$375,000 AND SUBCONSULTANT MODULUS CONSULTING TO PERFORM ADDITIONAL REVIT DESIGN & BIM MODELING SERVICES RELATED TO THE NEW PUBLIC SAFETY BUILDING AND OTHER PROJECTS. TOTAL CONTRACT AMOUNT AS

CONTINUED, NEXT PAGE

***** ORIGINAL *****

CITY AND COUNTY OF SAN FRANCISCO

PAGE :02

PURCHASE ORDER RELEASE - NON-PURCHASING
DPW - ARCHITECTURE

PO NUMBER: DPAT12000093
PO AMOUNT: \$356,780.00

MODIFIED \$1,125,000.00. CONTRACT END DATE REMAINS 9/1/5012, ONLY FOR
CSOS CERTIFIED BY 9/1/2013.

CONTINUED, NEXT PAGE

PURCHASE ORDER RELEASE - NON-PURCHASING
 DPW - ARCHITECTURE

PO NUMBER: DPAT12000093
 PO AMOUNT: \$356,780.00

ITEM	COMMODITY ID NAME/SPECS	UOM TAX	QUANTITY	UNIT PRICE	TOTAL PRICE
1	7210-10 SVC, ARCHITECTURE; GENERAL	JB N	1.00	356,779.0000	356,779.00

JOB# 7371A DPW# 178,844 CSO# TEFKA CSO 8 (1 OF 2)
 PROJ: DD'S, CD'S, CONSTRUCTION PHASE SERVICES FOR THE BAYVIEW OPERA
 HOUSE IMPROVEMENTS/UPGRADE
 PROVIDE ARCHITECTURAL & ENGINEERING SERVICES TO PRODUCE (DRAWINGS &
 SPECIFICATIONS) DD'S, CD'S & CONSTRUCTION PHASE SERVICES FOR THE
 BAYVIEW OPERA HOUSE IMPROVEMENTS/UPGRADE TO THE HISTORIC BUILDING &
 PLAZA FOR ARTS AND CULTURAL PROGRAMS AS PER PROPOSAL DATED 3/2/12.
 LINE NO. 001 AMOUNT: \$356,779.00
 TOTAL CSO AMOUNT: \$356,780.00 CSO DURATION: 730 CALENDAR DAYS
 CM: BOB NIST, PCS (415) 557-4757

2	7210-10 SVC, ARCHITECTURE; GENERAL	EA N	1.00	1.0000	1.00
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JOB# 7371A DPW# 178,844 CSO# TEFKA CSO 8 (2 OF 2)
 PROJ: DD'S, CD'S, CONSTRUCTION PHASE SERVICES FOR THE BAYVIEW OPERA
 HOUSE IMPROVEMENTS/UPGRADE
 PROVIDE ARCHITECTURAL & ENGINEERING SERVICES TO PRODUCE (DRAWINGS &
 SPECIFICATIONS) DD'S, CD'S & CONSTRUCTION PHASE SERVICES FOR THE
 BAYVIEW OPERA HOUSE IMPROVEMENTS/UPGRADE TO THE HISTORIC BUILDING &
 PLAZA FOR ARTS AND CULTURAL PROGRAMS AS PER PROPOSAL DATED 3/2/12.
 LINE NO. 001 AMOUNT: \$1.00
 TOTAL CSO AMOUNT: \$356,780.00 CSO DURATION: 730 CALENDAR DAYS
 CM: BOB NIST, PCS (415) 557-4757

TOTAL ITEMS AMOUNT	\$356,780.00
SALES TAX	\$.00
INVOICE AMOUNT	\$356,780.00

**** END OF ITEM LIST ****

***** ORIGINAL *****
CITY AND COUNTY OF SAN FRANCISCO

PAGE : 04

PURCHASE ORDER RELEASE - NON-PURCHASING
DPW - ARCHITECTURE

PO NUMBER: DPAT12000093
PO AMOUNT: \$356,780.00

SFX INDEX	SUBOBJ	USERCODE	PROJCT	PRJDTL	GRANT	GRNTDTL	AMOUNT
01	PWA751GGEACP	02701					356,779.00
02	PWA552SWFOHF	02701	CAR403	BV7150			1.00

							356,780.00

**** END OF DOCUMENT ****

City and County of San Francisco



(415) 557-4700

(415) 557-4701

<http://sfdpw.org>

Edwin M. Lee, Mayor
 Mohammed Nuru, Director

Department of Public Works
 BUREAU OF ARCHITECTURE
 30 Van Ness Avenue, Suite 4100, S.F., CA 94102
 Gary Hoy, AIA, City Architect

Contract Service Order Request

New Service Order Modify an Existing Service Order

Date: 02/14/2012

Service Order Information

Master Agreement: 178844 - As-Needed Architectural Services
 Service Order No.: TEFKA CSO 8 DPW Order No.: 178844
 Project Title: DD's, CD's, Construction Phase Services for the Bayview Opera House Improvements/Upgrade
 Consultant: Tom Eliot Fisch/Knapp Architects, JV
 Consultant Contact: DOUGLAS TOM Consultant Contact Email: DOUG@TOMELIOTFISCH.COM
 Requesting Dept.: ARTS COMMISSION
 PM Contact: Patti Virl PM Contact Email: Patti.Virl@sfdpw.org
 DPW Contact: Robert Nist DPW Contact Email: Robert.Nist@sfdpw.org
 DPW Contact Phone No.: (415) 557-4757

Task Detailed Information

Hazmat/Construction: Requires 3 Bids 3 Bid Solicitation (Sec 6.63)

Task Description: (All work under this task to be performed in accordance with all terms under the Master Agreement)

Provide Architectural & Engineering Services to produce (Drawings/Specifications) DD's, CD's, & Construction Phase Services for the Bayview Opera House Improvements/Upgrade to this Historic Building and Plaza for arts and cultural programs as per ATTACHED TEF/KNAPP JV Proposal Dated 2 DEC. 2011 & Revised 5 JAN. 2012, etc. Final proposal**an approved marked up proposal 3/2/12-(RSN)Robert Nist

Description	This Request	Previous/Original	Total (As-Modified)
Job Order No.:	7371A		
Task Estimate \$ (NTE):	\$356,780.00	\$0.00	\$356,780.00
Duration:	730 calendar days	0 calendar days	730 calendar days

Valid signature - Signed by Michelle M. Wenzel
 Wednesday, March 07, 2012 4:22:43 PM
 Valid signature - Signed by Nuru, Mohammed
 Monday, March 12, 2012 3:32:04 PM

City and County of San Francisco
Department of Public Works  **CONTRACT SYSTEM**

CSO - READ ONLY ACCESS

Contract System ID

Contract ID:	917	Contract Award ID:	1644
Spec No:	APA11041	Contract CSO ID:	3562
Contract Title:	As-Needed Architectural Services		

[Click here to go to the Workspace!](#)

Contract Document

CSO Summary

Master Agreement: 178844 (CO # 1) (Tom Eliot Fisch/Knapp Architects, JV) - As-Needed Architectural Services

Service Order No:	TEFKA CSO 8	Mod No:	0
DPW No:	178844	CSO Date:	02/14/2012
Project Title:	DD's, CD's, Construction Phase Services for the Bayview Opera House Improvements/Upgrade		
Consultant Name:	Tom Eliot Fisch/Knapp Architects, JV		
Contact:	DOUGLAS TOM		
Email:	DOUG@TOMELIOTFISCH.COM		
Requesting Dept:	ARTS COMMISSION		
PM Contact:	Patti Viri		
PM Name:	Patti Viri	PM Email:	Patti.Viri@sfdpw.org
PM Phone:	(415) 557-4654	PM Fax:	
DPW Contact:	Robert Nist	DPW Contact Email:	Robert.Nist@sfdpw.org
DPW Contact Phone:	(415) 557-4757		

Master Agreement Information

[Minimize](#)

For Master Agreement Info, Please click [HERE](#)

Spec #: APA11041
 Job Order #:
 Title: As-Needed Architectural Services
 Contractor: Tom Elliot Fisch/Knapp Architects, JV
 Award #: 178844 Award Date: 9/2/2010
 Award Amount: \$750,000.00 Encumbrance #:
 Encumbrance No
 BPAT11000016

Mod-to-Date Amount: \$750,000.00
 Contract Start Date: 9/2/2010 NTP: 10/22/2010
 Notice of Completion Order #:
 Latest Mod Amount: \$0.00 Mod Duration: 0

Mod Description: Mod#1 adds subconsultant Hood Design to perform landscape architecture on the Bayview Opera House. Contract amount remains \$750,000; contract end date remains 9/1/2015.

Bond Summary:

Surety No	Provider	Bond Amount	Rating	Size
No Data				

Insurance Summary:

Insurance Type	Provider	Limit	Expiration Date
General Liability	American Insurance Co.	\$2,000,000.00	6/16/2012
Automobile Liability	American Insurance Co.	\$2,000,000.00	6/16/2012
Worker Compensation	Travelers Property Casualty Co of Am	\$1,000,000.00	6/16/2012
Professional Liability	US Specialty Insurance Company	\$1,000,000.00	6/9/2012
General Liability	Hartford Casualty Insurance Co.	\$1,000,000.00	3/1/2012
Automobile Liability	Hartford Casualty Insurance Co.	\$1,000,000.00	3/1/2012
Umbrella	Hartford Casualty Insurance Co.	\$5,000,000.00	3/1/2012
Worker Compensation	Hartford Fire Insurance Co.	\$1,000,000.00	4/1/2012
Professional Liability	XL Specialty Insurance Co.	\$3,000,000.00	4/1/2012

Task Information

[Minimize](#)

- Emergency Close Out
- Hazmat/Construction: Requires 3 Bids 3 Bid Solicitation (Sec 6.63)

Task Description:

Provide Architectural Engineering Services to produce Drawings/Specifications) DP's, CD's, & Construction Phase Services for the Bayview Opera House Improvements/Upgrade to this Historic Building and Plaza for arts and cultural programs as per ATTACHED TEP/KNAPP JV Proposal Dated 2 DEC 2011 & Revised 5 JAN. 2012, etc. Final proposal**an approved marked up proposal 3/2/12-ESN)Robert Nist

Task Summary:

	Mod/Original	Previous	Total (As-Modified)
Amount:	356780.00	0.00	356780.00
Duration (Calendar Days):	730	0.	730

Sub Contractors Information				
Minimize				
Sub Contractors:				
Sub Contractor	Type	Percentage	Amount	Explanation
Tom Eliot Fisch/Knapp Architects, JV	LBE O	29.35%	\$104724.00	
Tom Eliot Fisch		0%	\$0.00	
Knapp Architects	LBE O	0%	\$0.00	
SOHA Engineers	LBE M	12.04%	\$42949.00	
MHC Engineers, Inc.	LBE M	5.07%	\$18097.00	
F.W. Associates, Inc.	LBE M	4.5%	\$16057.00	
M. Lee Corporation	LBE M	4.67%	\$16664.00	
Simon & Associates, Inc.	LBE W	0%	\$0.00	
Enovity, Inc.		0%	\$0.00	
A.R. Sanchez-Corea & Associates	LBE M	0%	\$0.00	
Pitfield & Associates, Inc.		0%	\$0.00	
Stephen Wheeler Landscape	LBE O	0%	\$0.00	
Simpson Gumpertz & Heger, Inc.		4.01%	\$14322.00	
Urban Design	LBE W	0%	\$0.00	
CHS Consulting Group	LBE M	0%	\$0.00	
Sherwood Design Engineers	LBE M	14.51%	\$51777.00	
Smith Fause & McDonald Inc.	LBE W	0%	\$0.00	
Rollo & Ridley, Inc.	LBE O	0.82%	\$2940.00	
JS Nolan + Associates Lighting Design, LLC	LBE O	0%	\$0.00	
Hood Design		25.02%	\$89250.00	
Total:			99.99%	\$356780

Funding								
Minimize								
Sub Object:	Encumbrance #:							
	Encumbrance No							
	No Data							
Job Order:								
Job Order	JOTitle							
7371A	BVOH: Bayview Opera House Renovation							
7012A	BOA OVERHEAD - FY 2011/12							
Selected Funding:								
JO	Mod	Index Code	Task #	Project Code	Project Detail	Grant Code	Grant Detail	Amount
7371A	000	PWA751GGFACP	50	CAR403	BV7150			356779.0000
7012A	000	PWA552SWFOHF	AN					1.0000

Contract Admin	Minimize
Approvals	Expand
List of Approvers	Expand
Approval Tracking	Expand

City and County of San Francisco



(415) 557-4700

(415) 557-4701

<http://sfdpw.org>

Edwin M. Lee, Mayor
Mohammed Nuru, Director

Department of Public Works

BUREAU OF ARCHITECTURE
30 Van Ness Avenue, Suite 4100, S.F., CA 94102
Gary Hoy, AIA, City Architect

Contract Service Order Request

New Service Order Modify an Existing Service Order

Date: 02/14/2012

Service Order Information

Master Agreement: 178844 - As-Needed Architectural Services
 Service Order No.: TEFKA CSO 8 DPW Order No.: 178844
 Project Title: DD's, CD's, Construction Phase Services for the Bayview Opera House Improvements/Upgrade
 Consultant: Tom Eliot Fisch/Knapp Architects, JV
 Consultant Contact: DOUGLAS TOM Consultant Contact Email: DOUG@TOMELIOTFISCH.COM
 Requesting Dept.: ARTS COMMISSION
 PM Contact: Patti Viri PM Contact Email: patti.viri@sfdpw.org
 DPW Contact: Robert Nist DPW Contact Email: Robert.Nist@sfdpw.org
 DPW Contact Phone No.: (415) 557-4757

Task Detailed Information

Hazmat/Construction: Requires 3 Bids 3 Bid Solicitation (Sec 6.63)

Task Description: (All work under this task to be performed in accordance with all terms under the Master Agreement)

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*Insurance ✓
Sops ✓
Subs ✓
Rates ✓*

Description	This Request	Previous/Original	Total (As-Modified)
Job Order No.:	7371A		
Task Estimate \$ (NTE):	\$356,780.00	\$0.00	\$356,780.00
Duration:	730 calendar days	0 calendar days	730 calendar days

3/9/2012 ✓

Valid signature - Signed by Michelle M. Wenzel
Wednesday, March 07, 2012 4:22:43 PM

TOM ELIOT FISCH / KnappArchitects

2 December 2011, revised 21 February 2012, REVISED 3/2/2012 RJN

Ms. Judy Nemzoff, Program Director
Community Arts and Education Program
Ms. Deborah Frieden
Project Management Consultant
San Francisco Arts Commission
25 Van Ness Avenue, Suite 345
San Francisco, CA 94102

Re: Design, Documentation and Construction Phase Services for the Bayview Opera House
Improvement Upgrades to Historic Building and Plaza for arts and cultural programs

Dear Ms Nemzoff and Ms. Frieden,

The Tom Eliot Fisch/Knapp Architects Joint Venture team is pleased to submit this proposal for the improvements to the landmarked Bayview Opera House, a place of great cultural importance to both the Bayview-Hunter's Point neighborhood and the entire city, as outlined by the SF Arts Commission and confirmed with DPW, under our As-Needed Contract, DPW Order No. 178,844.

As a newly registered National Historic Landmark, the Bayview Opera House is a source of pride for the Bayview-Hunter's Point community and supports a diverse constituency, including school children, teens, arts lovers, activists, community organizations and seniors. We believe our Joint Venture team, a synergy of Tom Eliot Fisch's demonstrated track record working with DPW and other city agencies through entitlement and implementation of improvements to historic and other community-serving facilities, and Knapp Architects, a well-known preservation architectural practice, will ensure that the required improvements to the building and exterior plaza areas are accomplished with efficiency and sensitivity to the historic fabric, while enabling the fullest use of the site for community programs.

In addition to our experienced As-Needed Contract team (participants in this CSO are listed below), we have proposed adding one necessary supplementary consultant to address the challenge of maximizing the value of available funds for enhancing arts and cultural program elements on this important site. This is Artist in Residence and Landscape Designer, Walter Hood of Hood Design, with a specialization in working on community arts projects in conjunction with cultural institutions (such as the DeYoung Museum).

SCOPE OF SERVICES

The proposed improvements to the exterior plaza and historic Opera House have been identified through multiple conversations with staff and the Program Director of the Bayview Opera House, during a team visit on November 22, 2011. Design, Documentation and Construction Administration Services will be performed by the Tom Eliot Fisch/Knapp Architects JV Team to address necessary code and accessibility upgrades and program improvements as follows:

1. Structural Upgrade to Balcony Support system (currently hung from wood roof trusses) to meet current code, eliminate sagging and support future public access to this area for seating.

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2. Limited improvements to existing ceiling of main performance/assembly space as made possible by structural work. Potential improvements to this ceiling for architectural and theatrical lighting, integration of sound and audio visual systems, and upgraded room acoustics will be handled under a separate contract.
3. Accessibility upgrades to the main historic building entrance from Newcomb Street on the north, and the two public restrooms adjacent to this entrance, as well as the lower level restroom that serves the classroom. These existing restrooms are not considered historic.
4. Expansion of the existing restrooms for accessibility should be achieved with minimum impact to historically significant spaces and surfaces, specifically the main interior assembly and performance space.
5. Design and accommodation of storage area for a portable ADA lift for stage access.
6. Preservation of the existing historic ticket window inside the building lobby and the double doors that constitute the primary building entrance and integrate them into the accessibility improvements noted above.
7. Resolution of existing persistent waterproofing issues at the basement level backstage area at the building's south wall and within the dressing and restrooms that serve performers. Remove and replace existing exterior stage to repair damage and provide improved performance space.
8. Exterior plaza improvements must include complete perimeter fencing of entire Bayview Opera House property, although fencing at both north and south ends of Mendell should incorporate large sliding or swinging gates to open site up for large community events and to encourage a welcoming feeling. Gates should allow full use of eastern plaza for parking.
9. Hardscape and landscape improvements in plaza and circulation areas to encourage and support program uses, and public safety.
10. Enhanced site lighting for security and program support.
11. Design and program improvements to lower plaza and gardens adjacent to classroom at lower level facing Third Street and enhanced, safe access to this area from Newcomb and the southern exterior performance area. This would include a secure and supportive environment for the chickens, adequate wind and traffic noise-screening either vegetative or architectural to give a sense of safety to this important community space for children.

ASSUMPTIONS

1. The project site is bounded by Third Street on the west, Newcomb on the north, the Joseph P. Lee Recreation Center on the east and Oakdale Street on the South.
2. The property owner is the San Francisco Arts Commission.
3. The project will be managed by Judy Nemzoff, SF Arts Commission, with Project Management Consultant Deborah Frieden as the primary point of contact.
4. The project budget is \$1.3 million to cover site and plaza improvements and \$1.3 million for building improvements.
5. The project is receiving funding from multiple public sources including federal transportation agencies, MTA, SF Redevelopment Agency, and the Mayor's Office on Disability. Therefore the project will be public bid and will also need to satisfy the city's Workforce Hiring regulations.

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Reconciliation of this participation is outside of the scope of the TEF-Knapp Architects JV responsibility.

6. The SF Arts Commission may choose to fundraise to support additional scope in addition to that described above.
7. The Bayview Opera House is the non-profit entity that operates the facility and runs all programs within the building, and the majority of those within the site.
8. The Project Schedule is necessitated by the funding parameters and is organized to ensure that the funds are utilized before they sunset, and additionally to complete improvements before this historic property's 125th Anniversary celebration planned for early 2013.
9. The anticipated start for design services is January 19, 2012 with anticipated construction start in August 2012.
10. The project design phases are: Concept Design, Schematic Design, Construction Documents, and Construction Administration.
11. The project will be permitted, bid and constructed in one phase of work. This proposal does not include separation of the work into different permitting, bid or construction packages.
12. The Team assumes that there will be a Pre-Application Meeting with SF DBI to review design strategies in the Schematic Design phase. This will include a review with the City's Accessibility Coordinator and Inspector, given the extent of the project scope in accessibility upgrades for the building and the site. Two rounds of meetings are included in our scope of work.
13. The majority of the project scope for basic services was entitled in January 2010 by the SF Arts Commission Civic Design Review (Phase 1 only), SF Architectural Heritage and SF Historic Preservation Commission as well as the SF Redevelopment Agency PAC.
14. The proposed project described within this scope of work will need to achieve entitlement approval as follows: SF Arts Commission Civic Design Phase 2 and 3, SF Architectural Heritage and SF Historic Preservation Commission.
15. The proposed Tom Eliot Fisch/Knapp Architects JV consultant team members to service this contract will be:
 - a. Tom Eliot Fisch and Knapp Architects: Preservation Architecture and Prime Consultant/Project Management for team
 - b. SOHA Engineers (Structural Engineering)
 - c. MHC Engineers (Mechanical/Plumbing)
 - d. FW Associates (Electrical Engineering)
 - e. M Lee Corporation (Cost Estimating)
 - f. Sherwood Design Engineers (Civil Engineering)
 - g. Simpson Gumpertz Heger (Waterproofing)
 - h. Rollo & Ridley (Geotech Assessment)
 - i. Hood Design (Artist in Residence, Landscape Design Services) - *new team member*

We have attached a letter from our As-Needed Landscape Architect, Stephen Wheeler, as he is unable to meet our project schedule with his staff resources.

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BASIC SERVICES

The services outlined below pertain to those to be performed by Tom Eliot Fisch/Knapp Architects. Please see the consultant team's individual proposals for detailed scope descriptions and services provided for each of their disciplines.

Concept Design Phase

1. Prepare CAD base plans of site and building, include site visits (2) to field verify and confirm existing conditions. Existing as-builts, although incomplete sets, will be utilized to the extent possible to inform these drawings.
2. Review existing source material provided by DPW including surveys, historical documents and photographs provided by ARG, through the San Francisco Arts Commission (SFAC).
3. Perform limited Code Analysis to establish Assembly space and other occupancies regarding plumbing fixture quantities, egress and other life safety concerns necessitated by new work.
4. Prepare design alternatives for building and site improvements as described above under Assumptions. Assess historical impact of alternatives for discussion with Client, including:
 - a. Accessibility strategies for the main historic entrance from Newcomb Street
 - b. Provision for new operable, accessible doors with historic doors left in place but non-operable vs. making historic doors operable
 - c. Configuration and quantity of restrooms near entrance and their impact on the main assembly/performance space
 - d. Balcony support design and its impact on the ceiling of the performance space
 - e. Resolution of south building wall due to waterproofing remediation and its cladding and design, impact on exterior stage (non-historic)
 - f. Plaza improvements (fencing, gates, lighting) and access to lower level garden for educational programs and their relationship to the revised main historic entrance
5. **Client Meeting 1:** Review alternatives with SFAC and BVOH in design workshop format
6. Revise alternatives based on SFAC/BVOH input
7. Review revisions with SFAC/BVOH before meeting with community individuals, groups
8. Coordinate work with team designers and engineers (1 meeting, email)
9. Prepare final concept design phase documents
10. Issue package to SFAC/BVOH for review. SFAC will forward to DPW for input if required
11. Project Administration and Quality Review

Schematic Design Phase

1. Update drawings and team with SFAC/BVOH feedback
2. Develop Schematic Design package including drawings and outline specifications
3. Develop materials and finishes for improved area, including historic architectural details and procedures for protecting preservation areas. Review compatibility of proposed materials and details.
4. Coordinate work with team designers and engineers (1 meeting, email)
5. **Client Meeting 2:** Review 50% Schematic Design in design workshop format
6. Integrate SFAC/BVOH input and comments
7. Prepare for and Attend Pre-Application meeting with SF DBI for life safety and accessibility reviews. One round of meetings included in this phase.
8. Prepare 100% Schematic Design phase documents and issue to SFAC/BVOH for review

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9. Issue 100% Schematic Design package to Cost Estimator for pricing
10. Reconcile scope and budget, determine preliminary alternates to base scope for bidding
11. Project Administration and Quality Review

Construction Documents Phase

1. Based on SFAC-approved SD phase documents and scope reconciled to budget, prepare 50% Construction Documents (drawings and specifications)
2. Integrate Entitlement feedback from Civic Design Ph 2 review, SF Architectural Heritage and Historic Landmarks hearing (time to prepare for and attend these three hearings is covered under Entitlements below).
3. **Client Meeting 3:** Review 50% Construction Documents package
4. Integrate SFAC/BVOH feedback
5. Prepare for and Attend second meeting with SF DBI for life safety and accessibility review
6. Coordinate with team designers and engineers (1 meeting, email)
7. Prepare 80% Construction Documents set for Permit and Estimating (drawings, specifications, schedules)
8. Issue 80% Construction Documents to Cost Estimator for Pricing
9. Reconcile scope and budget
10. **Client Meeting 4:** Make final base scope, and number, description of alternates for permitting and bidding
11. Assist SFAC in submission to Department of Building Inspection (DBI) for permitting
12. Pick up DBI back-check comments, resubmit to SBI for final review/sign-off
13. Issue Conform set for bidding
14. Project Administration and Quality Review

Construction Observation Phase Services

1. Assist SFAC in review and analysis of bids
2. Attend Construction Kick-off meeting (1 meeting)
3. Attend (5) Site Visits/meetings with GC and Project Team, subs: time budget assumes (3) hours per visit
4. Respond to General Contractor's RFI's
5. Review Submittals and shop drawings and return to General Contractor
6. Review Change Orders
6. Issue CCD's, drawing modifications to General Contractor on request
7. Issue Field Reports after site visits (5)
8. Prepare Punch list for TEF/KVP team project scope and conduct follow-up
9. Review as-built documentation by General Contractor
10. Project Administration and Contract Close-out

Entitlement Approvals Component

1. Prepare for and attend Phase 2 Civic Design Hearing for SFAC
2. Coordinate Phase 3 Civic Design Submittal to SFAC staff (submittal of documents, SFAC staff to process)
3. Prepare for and attend SF Historic Preservation Commission Hearing
4. Prepare for and attend SF Architectural Heritage Hearing

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5. Prepare for and attend Community Stakeholders Meeting (1) for 3 hrs.

EXCLUSIONS and ADDITIONAL SERVICES

This proposal specifically excludes the following. The TEF/KVP team would be pleased to provide additional service proposals for these items:

1. Work beyond that which is described above.
2. Renderings or three dimensional models of the proposed scope of work covered under the stipulated budget of \$2.6 million.
3. Preparation for or attendance at formal presentations, including to SF Planning or SFRA Commissions, city departments or Board of Supervisors or any other entity aside from those described specifically above.
4. Additional community or other stakeholder meetings.
5. Phase 1 Civic Design if required.
6. Design, documentation and coordination of scope items not currently in funded project scope (see above and sub-consultant proposals).
7. Audio-Visual equipment or security system design.
8. Lighting Design.
9. Furniture Procurement, coordination or installation services.
10. Design or engineering consultants other than those listed in our team summary.
11. As-Built drawings.
12. Value-Engineering beyond reconciliation of the defined scope and budget as defined above, per phase, and as embedded in decisions about bid alternates.
13. Phasing studies or the segmentation of the work in different packages for permitting and bidding.
14. Graphic, identity or signage design outside of required code signage.
15. Any other service requested by you that is not delineated under this scope of work (see above).
16. Workforce Hiring communication, meetings or work effort to reconcile participation in the construction of this project.
17. Handling of hazardous materials of any kind.
18. Drawings in Revit. All drawings will be done in AutoCAD.

Tom Eliot Fisch/Knapp Architects JV would be happy to prepare additional service proposals for these or any other service required by the SFAC, with the exception of Item 17 above. Work will not be commenced on any additional service before that work is approved by SFAC in writing.

FEES

Our team fees for this work are reflected in the spreadsheet that follows this letter. The proposed Tom Eliot Fisch/Knapp Architects JV fee is \$99,737 and will be performed on a lump sum basis as per the attached summary. Fees will be invoiced monthly. Reimbursable expenses will be invoiced at cost per our as-needed contract terms.

If this proposal meets with your approval, please sign below and return a copy to us. We look forward to continuing to support your team to complete these important improvements to this significant historical and community resource for the Bayview Hunter's Point community and all of San Francisco.

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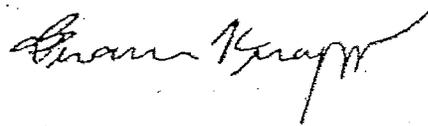
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TOM ELIOT FISCH / KnappArchitects

Very truly yours,



Amy Eliot, AIA LEED AP
Principal
Tom Eliot Fisch



Frederic Knapp
Principal
Knapp Architects

Attachments: TEF/KVP JV Task and Hours Fee Summary
TEF/KVP JV Team Fee Summary
Sub consultant Proposals

Accepted By:
For SFAC

Date

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Bayview Quara House Improvements
 DPW/A Awarded Contract
 Tom Eliot Fisch/Knapp Architects JV
 TEF/JA JV Team Task & Hours
 Architectural & Engineering Services
 12/07/2011 revised 2/3/12, 2/27/12

BASIC SERVICES FEES (Italics show new team members)

Consultant	Discipline	Phase		Schematic	Const. Docs	Const Adm	Entitemt	Total Fee	Reimb. 5% of Fee	Grand Total Fee	% of Total Fee
		Concept Design	Design								
Tom Eliot Fisch/Knapp Architects	Historic										
JV, Prime Consultant	Archit./Preserv	\$25,595	\$19,820	\$32,440	\$13,455	\$8,427	\$99,737	\$4,986	\$104,723	29%	
SOHA Engineers	Structural	\$5,513	\$5,513	\$19,589	\$10,290	\$0	\$40,905	\$2,045	\$42,950	12%	
MHC Engineers	Mechanical	\$0	\$4,260	\$11,575	\$1,400	\$0	\$17,235	\$862	\$18,097	5%	
FW Associates	Electrical	\$1,839	\$3,026	\$7,564	\$2,863	\$0	\$15,292	\$765	\$16,057	5%	
M Lee Corporation	Cost Est.	\$0	\$7,760	\$8,110	\$0	\$0	\$15,870	\$794	\$16,664	5%	
<i>Hood Design (Artist in Residence)</i>	<i>Landscope</i>	\$12,950	\$19,875	\$45,000	\$4,800	\$2,375	\$85,000	\$4,250	\$89,250	25%	
Simpson Gumpertz & Heger	Waterprfng	\$0	\$3,320	\$5,279	\$5,042	\$0	\$13,640	\$682	\$14,322	4%	
Sherwood Design Engineers	Civil	\$0	\$10,330	\$32,960	\$6,031	\$0	\$49,311	\$2,466	\$51,777	15%	
Rollo & Ridley	Geotech	\$0	\$2,800	\$0	\$0	\$0	\$2,800	\$140	\$2,940	1%	
Total Fees Per Phase		\$45,897	\$76,704	\$162,506	\$43,881	\$10,802	\$339,790	\$16,990	\$356,780	100%	

Review Operational Improvements
 DPW As Needed Contract
 Tom Elmi Fish/Knapp Architects JV
 TEF/Knapp Consultant - Task 5 Hours
 Architectural Services
 12.0231 Revised 5.30.12

BASE SCOPE OF SERVICES										
	TEF JV Principal In Charge	Rate \$175.00	Knapp JV Principal	Rate \$145.00	TEF Architect	Rate \$120.00	Knapp Project Architect	Rate \$110.00	Total Fees	
Concept Design Phase (12/12/11 - 1/25/12)										
1.0 Prepare CAD base plans of site and building include site visits to field verify and confirm existing conditions	2	\$350	2	\$290	90	\$9,800	0	\$0	\$10,240	✓
2.0 Review existing source material provided by DPW including surveys, historical documents, as-builts, etc	1	\$175	1	\$145	2	\$240	2	\$220	\$780	✓
3.0 Limited Code Analysis to establish Assembly space and other occupancies re. plumbing fixture calculations, incl Flat Bldg	0	\$0	2	\$290	6	\$720	0	\$0	\$1,010	✓
4.0 Prepare design alternatives for building and site improvements	2	\$350	2	\$290	12	\$1,440	16	\$1,760	\$3,240	✓
Client Mtg 1: Review alternatives w/SFAC and BVOH in design workshop format	3	\$525	3	\$435	3	\$360	3	\$330	\$1,650	✓
5.0 Revise alternatives based on SFAC/BVOH input	2	\$350	2	\$290	2	\$240	8	\$880	\$1,760	✓
7.0 Review revisions w/SFAC and BVOH	3	\$525	3	\$435	3	\$360	0	\$0	\$1,320	✓
8.0 Coordinate work with team designers + engineers if mtg + email/tel	2	\$350	1	\$145	6	\$960	1	\$110	\$1,565	✓
9.0 Prepare final concept design phase documents	0	\$0	0	\$0	2	\$240	16	\$1,760	\$2,000	✓
10.0 Issue package to SFAC/DPW for review	0	\$0	0	\$0	0	\$0	4	\$440	\$440	✓
11.0 Project Administration & Quality Review	4	\$700	2	\$290	0	\$0	0	\$0	\$990	✓
Subtotal - Concept Design Phase	19	\$3,325	18	\$2,810	118	\$14,160	50	\$5,500	\$25,595	✓

	TEF JV Principal in Charge	Rate \$175.00	Knapp JV Principal	Rate \$145.00	TEF Architect	Rate \$120.00	Knapp Project Architect	Rate \$110.00	Total Fees
Schematic Design Phase (1/28/12 - 2/25/12)									
1.0 Update diggs and team with client feedback	0	\$0	0	\$0	2	\$240	12	\$1,320	\$1,660
2.0 Develop Schematic Design package incl. diggs and outline specifications	2	\$360	2	\$280	8	\$960	24	\$2,640	\$4,240
3.0 Develop materials and finishes for improved areas including historic architectural details	1	\$175	4	\$980	0	\$0	4	\$440	\$1,195
4.0 Coordinate work with team (designers and engineers (1 mtg + email/call)	2	\$350	2	\$280	8	\$960	0	\$0	\$1,690
5.0 Client Mtg 2: Review 50% SD in design workshop format	3	\$525	3	\$435	3	\$360	3	\$330	\$1,650
6.0 Integrate SFAC/DPW comments	2	\$350	2	\$280	2	\$240	8	\$880	\$1,750
7.0 Prepare for and Attend Pre-Application Mtg with DBI	3	\$525	0	\$0	8	\$960	0	\$0	\$1,485
8.0 Prepare 100% SD phase documents and issue to SFAC/DPW for review	2	\$350	2	\$280	8	\$960	24	\$2,640	\$4,240
9.0 Issue 100% SD package to Estimator for pricing	0	\$0	0	\$0	2	\$240	2	\$220	\$480
10.0 Reconcile Scope and Budget, determine prefirm alternatives to base scope	4	\$700	2	\$280	0	\$0	0	\$0	\$980
11.0 Project Administration & Quality Review	2	\$350	2	\$280	0	\$0	0	\$0	\$640
Subtotal - Schematic Design Phase	21	\$3,875	19	\$2,755	41	\$4,920	77	\$8,470	\$10,820

	TEF JV Principal in Charge	Rate \$175.00	Knapp JV Principal	Rate \$145.00	TEF Architect	Rate \$120.00	Knapp Project Architect	Rate \$110.00	Total
Construction Document Phase (2/27/12 - 4/28/12)									
1.0 Based on SFAC approved SD phase documents and scope reconciled to budget - prepare 50% Construction Documents	4	\$700	4	\$580	24	\$2,880	80	\$8,800	\$12,960
2.0 Integrate Entitlement feedback from Civic Design, Heritage and Landmarks	1	\$175	1	\$145	4	\$480	0	\$0	\$800
3.0 Client Mtg 3; Review 50% CD package	3	\$525	3	\$435	3	\$360	3	\$330	\$1,650
4.0 Integrate SFAC/BMCH feedback	1	\$175	1	\$145	0	\$720	0	\$0	\$1,040
5.0 Prepare for and Attend Pre-Application Mtg. second round with SF DBI for life safety and accessibility review (assume 2 hrs for mtg)	3	\$525	0	\$0	8	\$960	0	\$0	\$1,485
6.0 Coordinate with team designers + engineers (1 mtg + email)	2	\$350	2	\$290	8	\$960	2	\$220	\$1,820
7.0 Prepare 80% CD Set for Permit and Picking	0	\$0	0	\$0	24	\$2,880	8	\$880	\$3,760
8.0 Issue 80% CD Set for Pricing to Estimator	0	\$0	0	\$0	8	\$960	2	\$220	\$1,180
9.0 Reconcile Scope and budget	2	\$350	2	\$290	2	\$240	0	\$0	\$880
10.0 Client Mtg 4; Make final base scope, alternate determinations for permitting and pricing	3	\$525	3	\$435	3	\$360	3	\$330	\$1,650
11.0 Assist SFAC in submission to DBI for Permitting	1	\$175	0	\$0	12	\$1,440	0	\$0	\$1,615
12.0 Pick up DBI Backlog Comments, resubmit to DBI for final review/sign-off	0	\$0	0	\$0	8	\$960	2	\$220	\$1,180
13.0 Issue Conform Set for Bidding	1	\$175	0	\$0	8	\$960	4	\$440	\$1,575
14.0 Project Administration & Quality Review	4	\$700	1	\$145	0	\$0	0	\$0	\$845
Subtotal - Construction Document Phase	25	\$4,375	17	\$2,465	118	\$14,160	104	\$11,440	\$32,440

	TEF JV Principal in Charge	Rate \$175.00	Knapp JV Principal	Rate \$145.00	TEF Architect	Rate \$120.00	Knapp Project Architect	Rate \$110.00	Total
<i>Construction Phase Services</i>									
1.0 Assist SFAC in review and analysis of bids	2	\$350	0	\$0	0	\$0	0	\$0	\$350
2.0 Site visits (assume 6 visits @ 3hrs each, including construction kick-off)	9	\$525	3	\$435	18	\$2,160	0	\$0	\$3,120
3.0 Respond to contractor RFIs	0	\$0	0	\$0	24	\$2,880	2	\$220	\$3,100
4.0 Review submittals and shop drawings	0	\$0	0	\$0	12	\$1,440	2	\$220	\$1,660
5.0 Review Change Orders	2	\$350	0	\$0	0	\$0	0	\$0	\$350
6.0 Issue CCD's, dwg modifications up to max hrs (10)	0	\$0	0	\$0	12	\$1,440	4	\$440	\$1,880
7.0 Issue Field Reports after site visits (5)	0	\$0	0	\$0	5	\$600	0	\$0	\$600
8.0 Prepare punchlist and conduct follow-up	2	\$350	0	\$0	6	\$720	0	\$0	\$1,070
9.0 Review As-Built Documentation by GC	0	\$0	0	\$0	4	\$480	0	\$0	\$480
10.0 Project Administration & Close-out	4	\$700	1	\$145	0	\$0	0	\$0	\$845
Subtotal - Construction Phase Services	13	\$2,275	4	\$580	81	\$9,720	9	\$880	\$18,455

	TEF JV Principal in Charge	Rate \$175.00	Knapp JV Principal	Rate \$145.00	TEF Architect	Rate \$120.00	Knapp Project Architect	Rate \$110.00	Total
<i>Entitlement/Approvals Component</i>									
1.0 Prepare for and Attend Phase 2 Civic Design Hearing/SFAC	3	\$525	0	\$0	12	\$1,440	3	\$330	\$2,845
2.0 Coordinate Phase 3 Civic Design Submittal	1	\$175	0	\$0	4	\$480	0	\$0	\$655
3.0 Prepare for and Attend Landmarks Hearing	3	\$525	3	\$435	0	\$0	0	\$0	\$1,040
4.0 Prepare for and Attend SF Heritage Hearing	3	\$525	3	\$435	0	\$0	0	\$0	\$1,040
5.0 Prepare for and Attend Community Stakeholders Mtg (1) for 2 hrs	3	\$525	0	\$0	6	\$720	0	\$0	\$1,245
Subtotal - Entitlement Approvals Component	13	\$2,275	6	\$870	22	\$2,640	3	\$2,640	\$8,437

\$1,840

\$8,445

TOTAL	01	\$18,825	64	\$9,280	360	\$46,602	263	\$28,930	\$98,737
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February 21, 2012 (revised)

TEF/Knapp Architects, A Joint Venture
201 Post Street, 7th Floor
San Francisco, CA 94108
Attn: Amy Eliot and Frederic Knapp

Subject: Bayview Opera House
Proposal for Structural Engineering Services

Dear Amy and Frederic,

SOHA Engineers is pleased to provide a proposal for structural engineering services for the above subject project as part of the DPW As-Needed Services agreement 178,844. Our scope of services is described below.

Based on a site visit on November 22, 2011, and review of limited record drawings, SOHA will prepare structural calculations, construction documents, project specifications, and provide construction administration services associated with the structural and systems upgrades for the Bayview Opera House.

The tasks will include, but will not be limited to, the following:

- Investigate and upgrade the existing balcony in playhouse.
- Investigate and upgrade the south building wall and foundation in relation to the existing exterior stage. Work to be coordinated with the building envelope design consultant.
- Design for a portable access lift at the stage.
- Design for accessibility upgrades including site access to the building and enlargement of existing restrooms.
- Design for upgrades to the site, including the exterior hardscape, lighting and fencing.
- Assist with structural support of building systems upgrades (i.e. mechanical, electrical, plumbing, lighting, acoustical systems)

We propose to provide the described services for a lump sum fee of **\$40,372.62**. This fee is based on the following phases for the project:

Phase	Fee
Conceptual Design	\$ 5,513.12
Schematic Design	\$ 5,513.12
Construction Documents & Permitting	\$18,984.28
Bidding, Construction Administration & Closeout	\$10,362.10
Total	\$40,372.62

The fee includes structural design services and drawings. The fee also includes up to six (6) visits to the project site, or coordination meetings during the design and/or construction phases. The fee does not include any design or consulting services associated with remedying unforeseen conditions encountered at the subject property, or any significant site improvements beyond what has been initially discussed.

Reimbursement of expenses incurred as per TEF master as-needed architectural services contract will be capped at a maximum of **\$2,000.00**.

We appreciate the opportunity to submit this proposal and look forward to working with you on this project. Please let us know if you have any questions or if additional information is needed.

Main Office: 46 Cofin P. Kelly Street, San Francisco, CA 94107 T 415 589 9900 F 415 989 9900
330 Franklin Street Suite 400, Oakland CA 94607 T 510 444 5577 F 510 444 5599
www.soha.com



Sincerely,
SOHA Engineers

A handwritten signature in black ink, appearing to read "David A. Topete".

David A. Topete, S.E.
Sr. Project Engineer/Project Manager

Attachments: Fee Estimate Worksheet (1/23/2012 revised)

CC: File

2/27/2012

SOHA Engineers
Estimate for Design/Consulting Services

SOHA Job #:
 Job Title:
 Job Address:

TBD
 Bayview Opera House
 4705 Third Street
 San Francisco

Date:
 December 2, 2011
 February 27, 2012

Phase	Principal Engineer	Project Manager	Structural Engineer	Project Engineer	Structural Designer	CAD	Subtotal	% of Total
1 Conceptual Design	\$ 184.12	\$ 151.15	\$ 131.49	\$ 124.85	\$ 89.37	\$ 92.95	\$ 5,513.12	13%
2 Schematic Design		4	8	16		20	\$ 5,513.12	13%
3 Construction Documents		4	8	16		20	\$ 18,379.68	45%
4 Permitting		4	32	64		60	\$ 604.60	1%
5 Bidding		4					\$ 604.60	1%
6 Construction Administration		4	0.5	48		12	\$ 7,778.55	19%
7 Closeout/Post-Construction		3	0.5	10		8	\$ 2,511.30	6%

Total = \$ 40,904.96
 \$ 2,000.00

8 Reimbursable Expenses

SOHA Estimate of Services



MHC ENGINEERS

150 8th STREET SAN FRANCISCO, CA 94103
PH (415) 512-7141 / FAX (415) 512-7120
Email: general@mhceagr.com

March 03, 2012

#11-330

Tom Eliot Fisch, Inc. / Knapp Architects
Amy Eliot / Frederic Knapp
201 Post Street, 7th Floor / 235 Montgomery Street, Suite 747
San Francisco, CA 94108 / San Francisco, CA 94104

Re: **Bayview Opera House Project and Site Walk – Engineering Proposal**
This fee proposal supersedes previous dated 11/29/2011.

Dear Ms. Eliot / Mr. Knapp:

Pursuant to your request, we are pleased to submit this proposal for Engineering Services for the subject project. It is understood that the project involves the renovation of existing Opera House. The scope of our services and our fees will be as follows:

Mechanical HVAC:

- Perform site visit to verify (e) conditions of existing HVAC system and recommend repair or replace of the equipment if necessary.
- Design new bathroom exhaust.
- Attend meeting with building management and building to review any areas of concern and to ensure that the plans are consistent with building standards.
- Provide responses to plan check comments as necessary.

Plumbing:

- Perform site visit to verify (e) conditions.
- Bathroom renovation.
- Design plumbing for the new ADA toilet.
- New sanitary sewer and vent system and connect to nearby existing.
- Cold water supply system to new fixtures.
- Design hot water distribution system to new fixtures.

Construction Administration:

- Review shop drawings and submittals
- Response to RFI and provide clarification as required.
- Attend 2 site meetings during construction.
- Review as-built documentation.

Our fees will be as follows:

Mechanical: Basic Service (Funded)
Schematic Design

	Hour Rate	Task	Hour	Total
Principal	\$ 250.00	Attend preliminary meeting	2	\$ 500.00
Project Engineer	\$ 125.00	Meeting, Design and Coordinate	6	\$ 750.00
Draft Person	\$ 80.00	Produce Drawing in AutoCAD format	10	\$ 800.00
Administrative	\$ 50.00		0	\$ -
				\$ 2,050.00

Construction Document

	Hour Rate	Task	Hour	Total
Principal	\$ 250.00		0	\$ -
Project Engineer	\$ 125.00	Design, coordinate and responses to plan check comment	15	\$ 1,875.00
Draft Person	\$ 80.00	Produce Drawing	40	\$ 3,200.00
Administrative	\$ 50.00		0	\$ -
				\$ 5,075.00 ✓

Construction Administration

	Hour Rate	Task	Hour	Total
Principal	\$ 250.00		0	\$ -
Project Engineer	\$ 125.00	Review shop drawing, submittal and documentation	4.8	\$ 600.00 ✓
Draft Person	\$ 80.00		0	\$ -
Administrative	\$ 50.00	Type Specification for Mechanical	2	\$ 100.00
				\$ 700.00 ✓

Total Mechanical Fees: \$ 7,825.00

**Plumbing: Basic Service (Funded)
Schematic Design**

	Hour Rate	Task	Hour	Total
Principal	\$ 250.00	Attend preliminary meeting	1	\$ 250.00
Project Engineer	\$ 125.00	Meeting, Design and Coordinate	8	\$ 1,000.00
Draft Person	\$ 80.00	Produce Drawing in AutoCAD format	12	\$ 960.00
Administrative	\$ 50.00		0	\$ -
				\$ 2,210.00 ✓

Construction Document

	Hour Rate	Task	Hour	Total
Principal	\$ 250.00		0	\$ -
Project Engineer	\$ 125.00	Design, coordinate	20	\$ 2,500.00
Draft Person	\$ 80.00	Produce Drawing	50	\$ 4,000.00
Administrative	\$ 50.00		0	\$ -
				\$ 6,500.00 ✓

Construction Administration

	Hour Rate	Task	Hour	Total
Principal	\$ 250.00		0	\$ -
Project Engineer	\$ 125.00	Review shop drawing, submittal and documentation	4.8	\$ 600.00
Draft Person	\$ 80.00		0	\$ -
Administrative	\$ 50.00	Type Specification for Plumbing	2	\$ 100.00
				\$ 700.00 ✓

Total Plumbing Fees: \$ 9,410.00 ✓

Total Fees: \$ 17,235.00 ✓

The above fees are also based on the following qualifications:

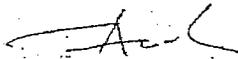
- a. Architect will provide AutoCAD background for our work.
- b. Revisions that require our re-design will be additional services.
- c. Additional meetings and site visits upon request during construction will be considered additional services and will be charged on time and material basis.
- d. Owner will pay all work in progress if project is cancelled during progress.
- e. Sprinkler system will be design-build by the Contractors which they submit required shop drawings for permit.
- f. Any work not mentioned above will be billed on time and material basis.
- g. See attached fee schedule for hourly rates and reimbursable costs.

Excluded

- a. Building Envelope Title 24 Calculations
- b. Acoustical Engineering
- c. Cost Estimating.
- d. Production of as-built drawings at project completion.
- e. Fire Sprinkler system.
- f. LEED/GreenPoint Rated Design.

We are prepared to begin immediately upon your authorization below. In the meantime, please do not hesitate to contact us if you have any questions regarding this matter.

Sincerely,



Joe Acosta
Project Engineer

Owner/Authorized Representative (Signature)

Print Name & Title

Date



F. W. ASSOCIATES, INC.
CONSULTING ENGINEERS

68 - 12th STREET, SUITE 300, SAN FRANCISCO, CA 94103-1242

TEL: (415) 861-0286

FAX: (415) 861-0191

November 29, 2011

File No. 20-11057RR

Tom Eliot Fisch
201 Post Street, 7th Floor
San Francisco, CA 94108

Attention: Ms. Amy Eliot

Subject: Building Renovation
Bay View Opera House
San Francisco, CA

Dear Amy,

Per your request, F.W. Associates is pleased to provide necessary electrical engineering services as required for the subject project. It is our understanding that the scope of the project is to provide "limited" electrical modification as required for the renovation of existing Bay View Opera House located in San Francisco, California.

F.W. Associates' basic services will be limited to the following:

- A. Electrical Services:
 - 1) Existing incoming building service will remain. Upgrade of existing main switchboard is not required for this project.
- B. Power Distribution Systems
 - 1) Provide receptacle outlets at location as directed by Architect.
- C. Emergency Power System
 - 1) No emergency system is anticipated or included in this proposal.
- D. Uninterruptible Power Supply (UPS) Systems
 - 1) No UPS system is anticipated or included in this proposal.
- E. Lighting Systems
 - 1) Coordinate lighting system with Architect for "limited" lighting modification.
- F. Life Safety Systems
 - 1) Emergency Lighting Systems
 - (a) Provide self-contained battery pack emergency lighting at location as directed by Architect.

Building Renovation
Bay View Opera House
San Francisco, CA
Page 2

2) Fire Alarm Systems

- (a) No work is anticipated for fire alarm system in this proposal.

G. IT System

- 1) No IT work is anticipated in this proposal.

H. Security System

- 1) None in this project.

L. Building Survey

- 1) Perform visual inspection of existing electrical equipment and system and document all information on electrical drawings.

J. Coordination Meetings

- 1) Design phase – a total of 2 meetings.
2) Bidding Phase – No meeting required.
3) Construction Administration Phase – 1 meeting including final inspection of electrical work.

K. Specification

- 1) Provide electrical specifications related to electrical system.

L. Title 24 Calculation

- 1) Provide Title 24 (lighting) Calculations is required or included in this project.

M. Cost Estimate

- 1) F.W. Associates will coordinate with cost estimator (separately hire by you) for all electrical system description and design intent.

N. Construction Administration

- 1) The construction administration services will include review of shop drawings, issuance of contract document clarification and site observation of electrical work as indicated in item J.5.
2) Review "As-Built" mark-up drawings provided by electrical Contractor.

O. Systems/Services Not Included in this Proposal

- 1) Main incoming electrical service and telephone service upgrade.

- 2) Emergency/standby engine generator system upgrade.
- 3) Installation of any telephone equipment and cables, paging equipment and cables and computer equipment and cables.
- 4) Uninterruptible power supply (UPS) system upgrade.
- 5) Fire alarm system upgrade or new fire alarm system to meet current codes.
- 6) Update drawings during construction period.

Our lump sum fee for the services mentioned above (excluding reimbursable expenses) will be **\$15,291.96** with compensation with hourly breakdown as follows:

1. Conceptual Design Phase

Project Engineer:	8 hours @ \$ 148.32/hr.	= \$ 1,186.56
CADD:	8 hours @ \$ 81.58/hr.	= \$ 652.64
	Subtotal	= \$ 1,839.20

2. Schematic Design Phase

Project Engineer:	16 hours @ \$ 148.32/hr.	= \$ 2,373.12
CADD:	8 hours @ \$ 81.58/hr.	= \$ 652.64
	Subtotal	= \$ 3,025.76

3. Construction Documents Phase

Project Engineer:	40 hours @ \$ 148.32/hr.	= \$ 5,932.80
CADD:	20 hours @ \$ 81.58/hr.	= \$ 1,631.60
	Subtotal	= \$ 7,564.40

4. Construction Administration Support Phase

Project Engineer:	16 hours @ \$ 148.32/hr.	= \$ 2,373.12
CADD:	6 hours @ \$ 81.58/hr.	= \$ 489.48
	Subtotal	= \$ 2,862.60

Building Renovation
Bay View Opera House
San Francisco, CA

Page 4

Reimbursable Expenses

1. Printing and Plotting
2. Messenger Services

= \$ ~~500.00~~ RSN
= \$ ~~200.00~~ RSN

Total Reimbursable Expense

= \$ ~~200.00~~ \$ 705 RSN

All additional services as authorized by you in writing outside the scope of work outlined in this proposal will be compensated in addition to the basic services. Compensation will be billed on a time and material based on F.W. Associates' standard billing rate at the time of occurrence or a negotiated fee at a later date.

We hope the above proposal meets with your approval. Feel free to call me should you have any questions.

Sincerely,
F.W. Associates, Inc.



Munson Fong
Principal

MF/jm

M. LEE CORPORATION
Construction Management & Consulting
Estimating & Scheduling

Via Email Only: Amy@tomeliotfisch.com

Dec 1, 2011 R1

Tom Eliot Fisch
201 Post Street, 7th Floor
San Francisco, CA 94108
Attn: Amy Eliot

Re: Cost Estimate for Bayview Opera House
Accessibility Improvements and Upgrades
(Funded Scope Only)
San Francisco, CA

Dear Amy,

As requested, M. Lee Corporation is pleased to submit this fee proposal for your review and approval.

A) The Project Scope

Bayview Opera House is a landmarked historic structure. Our understanding of the basic project scope (funded project) is as follows

1. Structural upgrade to support of balcony
2. Accessibility upgrades: accessible entrance, circulation areas, restrooms (including increase in number of fixtures on main and lower levels), portable lift to give stage access
3. Exterior plaza upgrades including hardscape, fencing around entire site perimeter, and landscape zones to support community based and BVOH non profit lead programs for children and adults
4. Limited building system upgrades to support program and expanded restrooms etc. (current heating is forced air)
5. Handling of water penetration/damage at existing rear/south wall and foundation where they meets exterior concrete "stage"
6. Improved exterior lighting for safety and program support as well as building visibility

The basic scope for this fee proposal specifically excludes any additional scope (unfunded project) per your email dated Nov 18.

Scope of Basic Service

As requested our basic scope of service is to provide two construction cost estimates (an opinion of probable construction cost), one based on 100% schematic design documents and another based on 80% design development documents.

C) Project Schedule

We shall provide a draft estimate in approximately two week from your authorizing us to proceed or from receiving all relevant documents, whichever comes later. Once we have received your comments, we shall issue a final version of the estimate within three work days for your use.

500 Sutter Street, Suite 923, San Francisco, CA 94102
Phone: (415)693-0236; Fax: (415)693-0237
www.mleecorp.com

M. LEE CORPORATION

To: Amy Eliot of TEF
Re: Bayview OH Estimating Proposal
Date: Dec 1, 2011 RI

Page 2 of 3

D) Key Personnel

The service will be provided by, or under the supervision of, Martin Lee. Martin is a certified professional estimator, licensed professional engineer and chartered quantity surveyor. He has provided construction cost and schedule management services in the San Francisco for 30 years. His resume is attached.

E) Proposed Compensation

For the scope of basic service described above, we propose a lump sum fee as follows and per the attached fee estimate:

Item	Description	Proposed Fee
Funded Scope:	Schematic design estimate	\$7,760.00
	80% CD estimate	\$8,110.00
	Funded Scope Total	\$15,870.00

The above fee will cover the following tasks/deliverables:

- 1) One draft estimate for your review and comments.
- 2) One final version of the estimate incorporating all your relevant comments.
- 3) One site visit/meeting.
- 4) One review meeting
- 5) Conference calls as needed.

Additional services will be billed at a time-and material basis per approved billing rates or on an agreed additional lump sum basis.

Please note that any change in the scope of work or schedule will result in an adjusted fee.

~~This fee proposal is good for three months from the date of the proposal unless we withdraw it earlier.~~ *RL*

F) Conclusion

Amy, thank you for your interest in our services. If this proposal meets your approval, please issue us a notice to proceed. If you have any question about this proposal, please call me to discuss.

Sincerely,
M. Lee Corporation

Martin Lee

Martin Lee, PE, CPE, CQS
Lead Estimator/Project Manager

Attachment: Fee Estimate

M. LEE CORPORATION

To: Amy Eliot of TEF
 Re: Bayview OH Estimating Proposal
 Date: Dec 1, 2011 R1

Task #	FEE ESTIMATE		Estimated Hours	Total
	Task Description	Principal		
	Billing Rates >>	\$181.00	\$143.00	
1.0	100% SD Estimate			
	Site visit/meeting	4	4	\$724
	Demolition estimate		8	\$1,144
	Architectural estimate	4	8	\$1,868
	Structural estimate	4	4	\$724
	Mechanical estimate		4	\$572
	Electrical estimate		6	\$858
	Site/exterior		8	\$1,144
	Finalize Estimate	4	4	\$724
	Task 1.0 Subtotal	16	34	\$7,758
2.0	80% CD Estimate			
	Site visit		0	\$0
	Demolition estimate		8	\$1,144
	Architectural estimate	4	8	\$1,868
	Structural estimate	6	6	\$1,086
	Mechanical estimate		8	\$1,144
	Electrical estimate		8	\$1,144
	Site/exterior		7	\$1,001
	Finalize Estimate	4	4	\$724
	Task 2.0 Subtotal	14	39	\$8,111
	Total Fee Estimate	30	73 103	\$15,869

HOOD DESIGN

URBAN LANDSCAPE AND SITE ARCHITECTURE

Tom Elliot Fisch / Knapp Architects JV
201 Post Street, 7th Floor
San Francisco, CA 94108

December 04, 2011

Attn: Amy Eliot

Re: Proposal for Artist in Residence and Landscape Design Services - Bay View Opera House

Dear Amy,

Hood Design Studio is pleased to submit this proposal for the Artist in Residence and landscape design services for the Bay View Opera House improvement project. The project's site potential, its physical and cultural history, and proposed program are very exciting. Please find the enclosed proposal, and if you have any questions, please let me know.

PROJECT SCOPE:

COMMUNITY INVOLVEMENT & ENTITLEMENTS

Hood Design will provide assistance in the implementation of community meetings and public information programs during the concept design and preliminary schematic design phases. Hood Design will also provide support for the entitlement process during the schematic design phase. Hood Design will attend 1 community meeting and 1 Civic Design meeting organized by the arts commission.

Community Involvement & Entitlements (Time frame: 3 weeks starting 1/16/12; 2 meetings)

Total hours:

Principal	5 hours	\$1,125
Designer I	10 hours	\$1,250
Concept Design		\$2,375

Deliverables:

- Prepare, as required, descriptions of technical work; related maps, plans, sketches and other graphics; display boards; projection slides; photographs and other such informational materials.
- Provide assistance for the entitlement process

Total for Community Involvement & Outreach: \$2,375.00

CONCEPT DESIGN

The concept design will be developed through plans, sections and study models, addressing input from the design team and client. Perspective drawings and photomontage views will be developed, as appropriate, to convey the character and feeling of the design.

Concept Design (Time frame: 4 weeks starting 12/1/11)

Total hours:

Principal	12 hours	\$2,700
Designer I	40 hours	\$5,000
Designer II	70 hours	\$5,250
Concept Design		\$12,950

3916 FULBERT street, studio 2
CARLEAFD, CA, 94608
510 595 0688
510 595 1484 fax

Deliverables:

- Illustrative and annotated site plan
- Illustrative and annotated site sections
- Study models
- Perspective vignettes/collages
- Design Narrative

Total for Concept Design Phase: \$12,950

SCHEMATIC DESIGN

Based on the approved concept design by Client, HOOD DESIGN will complete the schematic design. This will include plans at a scale appropriate to site construction limits and design development details to further refine and expand the design concept for all site related project elements. Hood Design will complete the Schematic Design Development Document Package which will include outline specifications describing all components, materials, finishes, colors, landscape elements and custom features.

Schematic Design (Time frame: 6 weeks starting 1/16/12)

Total hours:

Principal	20 hours	\$ 225.00 per hour	\$4,500
Designer I	60 hours	\$ 125.00 per hour	\$7,500
Designer II	105 hours	\$ 75.00 per hour	\$7,875
Schematic Design			\$19,875

Deliverables:

- A. Provide design for landscape walls, steps, railings, fences, site lighting and related site structural elements not a part of the building;
- B. Prepare drawings for site furniture as required, including the stage, front entrance bulb out, the plaza / pit, planter pots, trash receptacles, and seating.
- C. Provide design for finish grading and surface drainage of pedestrian pavements and planting areas;
- D. Provide design for pedestrian pavement;
- E. Prepare planting plan and planting details;
- F. Provide outline specifications for landscape architecture elements;

Total for Schematic Design Phase: \$19,875

CONSTRUCTION DOCUMENTS:

Following written approval of the Schematic Development package, Construction Drawings, Details and Technical Specifications will be developed. Review submittals at 80% and 100% are anticipated; the 80% submittal will include coordination of the cost estimate with cost estimator, project architect and Client. Grading/Layout, Planting and Irrigation Plans will be provided at the scale of 1"=20 feet or 1" = 10 feet, as appropriate. Details, sections, elevations, and plan enlargements of interior and exterior courts will be provide at other scales, as appropriate.

Construction Document (Time frame: 6 weeks starting 2/17/12)

Total hours:

Principal	40 hours	\$ 225.00 per hour	\$ 9,000
Designer I	168 hours	\$ 125.00 per hour	\$21,000
Designer II	200 hours	\$ 75.00 per hour	\$15,000
Construction Document			\$45,000

Total for Construction Documentation: \$45,000

CONSTRUCTION ADMINISTRATION:

Representatives of HD will visit project site to review the progress and quality of the work and advise the client whether the work is proceeding in accordance with the Construction Documents and the Design Intent.

Construction Administration (Time frame: 36 weeks starting 7/17/12)

Total hours:

Principal	8 hours	\$1,800
Designer I	24 hours	\$3,000
Construction Administration		\$4,800

Deliverables:

One pre-construction meeting and five site visits/job meetings are anticipated. Other construction Administration Phase tasks include:

1. HD and other sub-consultants will review shop drawings and submittals for conformance with the construction Documents.
2. Design Clarification or modifications will be prepared as necessary. Hood Design will also prepare required change orders.
3. Site visits will be site observations, along with (1) one to prepare a landscape punch list, and (1) one to review the completion of the punch list items. Representatives of HD, the design team, and all requisite Contractors, Subcontractors and HD sub-consultants will be present during the inspections.
4. Hood Design will assist in the bidding and the contract phases.

Construction Administration \$4,800

Total all phases: \$85,000

ASSUMPTIONS

1. The limit of work will be as per approved concept design by the clients.
2. All base information, including a detailed survey (of surface and subsurface infrastructure elements) and CAD backgrounds with building layout will be provided by the Architect.
3. Professional quality models, special high-end illustrations/renderings, and specialized CAD products by outside consultants to HD will be an additional service, authorized in writing by the Client.
4. Required civil, structural, electrical and mechanical engineering for landscape amenities and features such as grading, retaining walls, seawalls, will be provided by the Architect's engineering sub-consultants. Fees for related engineering services are part of the respective engineer's fee proposal. Details for pavement striping, roadway curbs, drainage features and regulatory signage will be provided by the Civil Engineer.
5. Waterproofing shall be provided by others. Landscape Architects to provide assistance with planting requirements, i.e. soil depths, soil/plant weight within suspended structural planters.
6. Landscape Architects will assist in planning for existing tree transplanting and storage plans.
7. Cost Estimates will be provided by the project Cost Estimator.
8. The project will be bid through a public bid process. The Landscape Architects' drawings will be part of the Architects submittal, rather than stand alone package.
9. Complete topographic and boundary survey information will be provided to HD by the Architect.
10. Complete horticultural analysis and recommendation of existing site vegetation will be provided to HD by the Client.
11. Fees for basic services are as per the table of the fee break-down attached below.

12. Fees for sub-consultants are not included in the fee for basic services. Anticipated fees are for irrigation design. ~~Additional consultants for the project will be recommended by Hood Design for approval by the design team and the Agency. No specific proposals from sub-consultants have been submitted.~~ RSH

ADDITIONAL SERVICES

Special Client requests, additional meetings or review procedures that would involve additional services will immediately be brought to the attention of the Client and project architect. A written proposal will then be submitted for approval prior to proceeding. Other additional services may include:

1. Meetings with any agencies, groups or individuals in addition to those outlined in the proposal.
2. Public or Community input meetings in addition to those outlined in the proposal.
3. Services for value engineering.
4. Services occasioned by Client or City decision to let work in a phased or segregated bid basis.
5. Services made necessary by the default or delay of construction contractor(s) or third parties or by major defects in the work of the construction contractor or services required with respect to replacement of any work damaged during construction.
6. Testing for hazardous materials or the hauling and dumping of such materials if they are encountered.
7. Preparation of "as built" or "record" drawings.
8. Preparation of drawings or specifications for the work of the artist(s).
9. Substantial changes to any part of the project, which has previously been approved by the Client.
10. Construction or testing of detailed mock-ups for lighting, furnishings, stone work or water features.

FEES AND TERMS

~~The fee for the design phases will be inclusive of reimbursable expenses.~~ RSH
The services provided shall be in accordance with the provisions of Tom Eliot Fisch / Knapp Architects JV Standard agreement. Fees for additional services shall be calculated based on Hood Design's standard hourly rates as follows:

Walter J. Hood, Jr.	
Principal, Hood Design	\$225.00 per hour
Project Manager/Designer I	\$125.00 per hour
Designer II	\$75.00 per hour
Draftsperson	\$35.00 per hour

If you agree with the provisions of this proposal, please sign and return a copy to our office, retaining a copy for your files. We have enjoyed the opportunity to work with you and the other team members, and we appreciate your consideration for this landmark project.
Sincerely,

Walter Hood
Principal

walter@wjhoodesign.com

6 December 2011
(Revised 7 December 2011)
(Revised 26 January 2012)
(Revised 24 February 2012)
(Revised 29 February 2012)

Ms. Amy Eliot and Mr. Frederic Knapp
Tom Eliot Fisch / Knapp Architects JV
201 Post Street, 7th Floor
San Francisco, CA 94108

Re: Consultation Regarding Exterior Wall Waterproofing Repairs; Bay View Opera House,
San Francisco, CA

Dear Ms. Eliot and Mr. Knapp:

We would be pleased to perform a condition survey and assist in the development of repair documents to address the leakage through the South Wall at the above-named project. This proposal is based on an initial site visit and meeting, review of drawings, and our conversations.

We understand that the current proposed scope of work includes removal of the existing exterior stage to access the exterior wall, and installation of remedial waterproofing and / or a concrete stem wall. Pending the review of the structural engineering consultants report we understand, and are assuming that, the foundation is in an acceptable condition to support the wall framing.

Base Scope of Work

Schematic Design Phase

Review existing original drawings, repair / rehabilitation drawing, and any other pertinent information provided.

Conduct close-up inspections of the existing wall framing at the south façade in areas where there are previous inspection openings. We will observe existing openings in the exterior cement plaster and interior gypsum wallboard to understand the condition and construction of the underlying materials in order to develop repair details. Our budget is based on a four hour investigation. The budget does not include the costs for services of a contractor to remove and replace existing finishes.

Provide a written report of our findings, including conceptual recommendations for repairs. We will illustrate specific conditions with photographs.

Construction Documents Phase

The scope of this phase is dependent on the conditions we observe during our investigation and the repair option the Owner selects. We have based our fee proposal on providing a new

weather barrier assembly (weather resistive barrier, foundation waterproofing, and cement plaster) over the existing substrate.

Provide details for you to incorporate into your Contract Documents.

Review outline specification sections that you provide for incorporation into your project manual. We anticipate reviewing the following specification sections:

- Cement Plaster
- Weather Resistive Barrier
- Below-Grade Waterproofing
- Sheet Metal

Review your Construction Documents one time and provide comments.

Construction Administration

Review shop drawings and submittals for exterior wall assembly. We have included a maximum of two reviews of each shop drawing and submittal.

Perform up to two site visits at intervals requested by you to review the work in progress and to verify general compliance with the Contract Documents. We will not direct the work and we will have no responsibility for the contractor's means and methods. For each site visit, we will prepare a field report including photographs. For budgetary purposes we assume a four hour site visit, plus travel time, and the preparation of a field report inclusive of photographs depicting the conditions we observe.

Budget

The following Table outlines the anticipated hours for each task for each Phase of the project and the associated fees:

	Base Scope of Work	Task Total	Principal	Project Manager
	Task	Rate	\$ 250	\$ 179.69
1.0	Schematic Design			
1.01	Review Drawings	\$ 969	1	4
1.02	Site visit to evaluate existing conditions	\$ 1,023	0.5	5
1.03	Draft letter report	\$ 1,328	1	6
2.0	Construction Documents			

6 December 2011
(Revised 7 December 2011)
(Revised 26 January 2012)
(Revised 24 February 2012)
(Revised 29 February 2012)

	Base Scope of Work	Task Total	Principal	Project Manager
2.01	Provide draft details	\$ 1,902	1.5	8.5
2.02	Review outline specifications	\$ 1,688	1	8
2.03	Review CD's and comment	\$ 1,688	1	8
3.0	Construction Administration			
3.01	Review shop Drawings and submittals	\$ 2,511	3.75	8.75
3.02	Site visits (two)	\$ 2,531	1.5	12
	Total	\$ 13,640		

The investigation phase budget does not include the services of a contractor or expenses.

Our fees are computed on an hourly basis. ~~Our charges to you for time spent in court, arbitration, hearings, depositions, or similar proceedings are 1.5 times the listed rates. Travel time is charged at full rates from 8:00 a.m. to 6:00 p.m. and at half rates during other periods.~~ RSH
SGH will bill direct expenses at actual cost. Direct expenses are out-of-pocket expenses as per the master as-needed architecture service contract. We recommend that you establish the above budgets. We will not exceed this budgeted amount without your prior approval.

This proposal is valid for sixty days. Our proposed agreement consists of this proposal and the enclosed Contract Provisions and Fee Schedule and Payment Terms. If acceptable, please sign and return one copy of this letter.

Please contact the undersigned if you have any comments or questions.

Sincerely yours,

Accepted:

SIMPSON GUMPERTZ & HEGER INC.

TEF / KNAPP ARCHITECTS JV

Eric F. Schroter, Principal
CA License C54586 P.E.
C:\Users\efschroter\Documents\SF11-00001232r2-
EFS_BVOH Revised4.doc

By _____

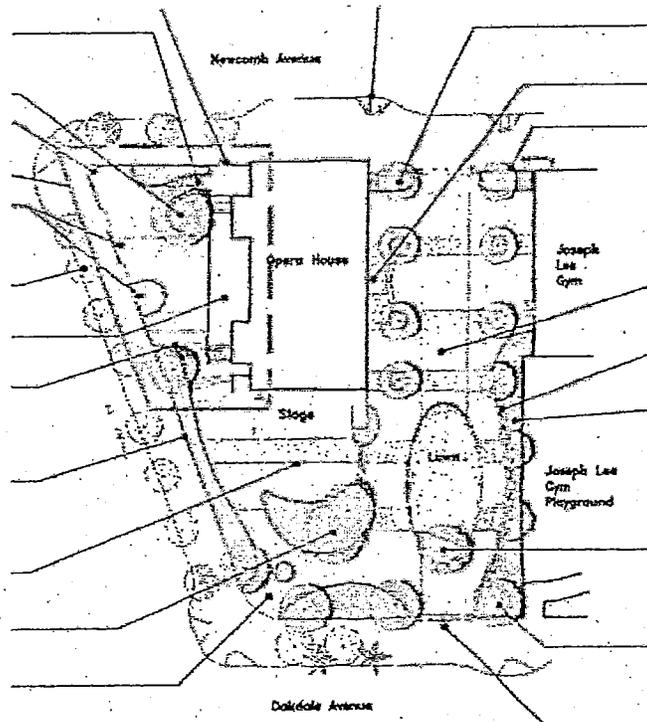
Title _____

Date _____

Encl.

Bayview Opera House
San Francisco, Ca.

Scope and Fee Contract
for
Civil Engineering Services



Schematic Design, Construction Documents
and
Construction Administration Services

Sherwood Design Engineers
December 6, 2011



One Union Street, Suite 210
 San Francisco, CA 94111
 (415) 677-7302
 (415) 677-7301

10 East 40th Street, 39th Floor
 New York, NY 10016
 (212) 683-8872
 (212) 681-5615

1280 Massachusetts Avenue
 Cambridge, MA 02138
 (617) 354-9800
 (617) 664-2603

Scope and Fee Proposal

Amy Elliot
 Tom Elliot Fisch
 201 Post Street, 7TH Floor
 San Francisco, Ca 94108

December 6, 2011

RE: Scope and Fee Contract for Civil Engineering Services
 Bayview Opera House
 Schematic, Construction Documents and Construction Admin

Dear Amy,

In response to your request, Sherwood Design Engineers (the "Civil Engineer" hereinafter) is pleased to submit this Scope and Fee Contract to Tom Elliot Fisch (the "Client" hereinafter) for Civil Engineering services for the Bayview Opera House (BVCH) renovation and site improvements located between 3rd street, Newcomb and Oakdale St within the City of San Francisco, Ca. This proposal describes professional civil engineering services to be performed by the Civil Engineer in collaboration with the design team members (the "Design Team" hereinafter).

Sherwood Design Engineers supports the implementation of low impact development and conservation based design techniques whenever possible and feasible in the process of development. We have proven our ability to successfully apply innovative, sustainable civil engineering solutions to create an exceptional product while developing synergies within an efficient design process. Sherwood is confident that our services will meet the objective to create a beautiful, safe, practical and unique design.

~~We understand the project specific tasks in the proposal follow a quick schedule; therefore we will initiate review upon the approval of this proposal.~~ This contract is designed to assist your project in a manner that allows for optimizing the collaborative design process while adhering to the local agencies' development criterion to efficiently move the project forward. R/SJ

1.0 PROJECT UNDERSTANDING

The Civil Engineer will work closely in a collaborative manner with the Design Team to complete these plans in accordance to appropriate requirements of the governing agencies. The understood scope of work has been established by the Client and consists of full Civil Engineering services from Schematic Design to Construction Administration pertaining to limits of work established in Exhibit A.

The Civil Engineer understands that the proposed documents, deliverables, scope described herewithin, and associated fees have been written to adequately facilitate the development of construction documents needed for the required permit submittals. The recommended services identified within this proposal are intended to service the design intent and satisfy the City and County permit requirements.

Bayview Opera House - SD, CD, CA
 San Francisco - CA 94108
 Page 1 of 10





1.1 Limits of Work:

The Limits of Work for this project encompasses the area identified in Exhibit A. Any additional work not included herein may be scoped in a separate contract.

2.0 PROJECT DESIGN SERVICE AND DOCUMENT OVERVIEW

It is the Civil Engineer's understanding that the following design services and documents will be required to meet appropriate permit approvals and construction needs. The actual number of plans or documents submitted during each phase (Section 3.0) is dependent on the local permitting or coordination requirements.

The following is a detailed breakdown of the design services, plans and supporting document deliverables needed to meet requested agency and contractor construction documentation requirements. The anticipated project phases and deliverables submitted are outline in Section 3.0.

1. General Coordination/Project Initiation/Meetings:
 - a. Client and Design Team Coordination and Meetings.
 - b. Project kick-off meeting (local).
 - c. Data Collection and Review
 - i. Review available information provided by the client during the time of design such as: a topographic map, design level site and utility surveys, applicable record data surveys, a geotechnical soils report, and environmental studies.
 - ii. Recommend additional information required for design services as described herewithin.
 - iii. Review local agency development codes and design standards as related to civil infrastructure.
 - d. Site visit(s) and on-site meeting(s) per Section 3.0.
2. Base Plan Development
 - a. Compile boundary survey, topographic survey, record drawings, and known utility information.
 - b. Convert and incorporate current Design Team digital information.
 - c. Integration of consultant updates, assume one (1) iteration per project milestone.
3. Erosion Control Plan
 - a. ECP to NPDES standards and local agency requirements.
 - b. Incorporation of local agency requirements and notes.
4. Site Improvement Plan
 - a. Roadways, sidewalks, driveways, parking, ramps, curbs, and gutters.
 - b. Hardscape details pertaining to the dimensions, character, and content of specific site elements such as roadway, sidewalks, curb and gutter, driveways, pavement, building edge design, landscape and hardscape connectivity and the relationship between existing and proposed conditions. [Landscape risers, walls, seating, and decorative structure details to be provided by others.]
 - c. Coordination with Design Team on grading design.
 - d. Incorporate Geotechnical Engineer Recommendations.
 - e. Spot elevations, grade breaks, transitions, ADA conformance, areas of conformance within Public Zone (see Exhibit A) [area within Private Zone performed by Walter Hood Studio].
5. Drainage Plan
 - a. Site drainage plan with agency allowed BMPs.
 - b. Hydrologic calculations per Stormwater Control Plan requirements





- c. Stormwater BMPs designed to local (or LEED) retention/detention requirements.
- d. Standard details for stormwater BMP's, drainage appurtenances, swales, drainage infrastructure and connections with references to manufacturer's specifications. [Design of custom structures, as necessary, will be provided by others via shop drawings.]
- e. Perimeter sub-drain routing, including cleanouts, bends and elevations, connection points, and outfall locations.
- f. Stormwater Control Plan report and calculations per Public Utilities Commission's requirements.
- g. Incorporate Structural and Geotechnical Engineer Recommendations.
- 6. Utility Plan:
 - a. Final alignments, materials, size, and invert location of 'wer' utilities from the connection point at the property boundary to within 5 feet of building(s):
 - i. Irrigation point of connection from supply system
 - ii. Domestic Water meter or appurtenances
 - b. Fire Suppression system routing and sizing per local Fire Department requirements.
 - c. Details for sewer and water structures, connections, meters, fittings, and trenching, including local agency details where applicable.
- 7. Specifications
 - a. Site Civil related specifications in CSI / Master Spec format as per Section 3.0
- 8. Basic Agency Coordination:
 - a. Coordination as required under standard permit and codes.
 - b. Coordination with DPW and PUC



3.0 PROJECT PHASE AND DELIVERABLE SCOPE

The Civil Engineer proposes the following design phases to effectively meet the approvals and construction documentation. Each phase is intended to enhance the design upon successive approvals so as to meet the design efforts and documentation as outlined in Section 2.0 upon project completion.

The proposed design Phases for this project are:

1. Schematic Design
2. Construction Documents
3. Bidding and Construction Administration

It is understood that the Civil Engineer will provide hard copies and/or electronic files to Client for final submittal to the appropriate Agency in accordance to local requirements. Refer to phase(s) below for specific deliverables.

3.1 Schematic Design

Upon selection of preferred design concept, the Civil Engineer will initiate Schematic Design phase of this project. The Civil Engineer anticipates that there will be one (1) milestone. The studies and documents delivered in this phase will be used for internal coordination, planning approval and Owner approvals. The Schematic Design plans will begin to incorporate the necessary level of detail and elements as identified in Section 2.0. This phase will include the following design services and documents:

1. General Initiation/Coordination/Meeting(s)
2. Site Visit
3. Base Development
4. Prelim Drainage Plan

Deliverables include:

- o Attend two (2) Design Team coordination meetings (local).
- o Attend one (1) Site Visit.
- o One (1) Submittal of hard and electronic copies of Schematic Design package.

3.2 Construction Documents

Upon approval of the Schematic Design set by the Client, Owner and/or local Agencies, the Civil Engineer will initiate Construction Documentation for the project site. The Civil Engineer anticipates that the plans delivered in this phase will be used for City reviews, cost estimations, bidding and for the purpose of construction. There will be three (3) milestones during this phase of the project: 50%, 80% and 100% Construction Documents. The exact deliverables for each milestone will depend on the requirements placed by the Agency requesting. This phase will include the following design services and documents:

1. General Initiation/Coordination/Meeting(s)
2. Site Visit
3. Base Updates
4. Erosion Control Plan
5. Site Improvement Plan
6. Drainage Plan
7. Utility Plan

8. Detail Sheets
9. Specifications

Deliverables include:

- o Attend two (2) Design Team coordination design meetings (local).
- o One (1) Site Visit.
- o Two (2) Agency Coordination meetings (local).
- o One (1) Submittal to Client of the 50% Civil Engineering Construction Document package for internal Design team coordination
 - 50% Construction Document Plans.
 - Review of Cost Estimate for Civil related infrastructure
- o One (1) Submittal to Client of the 80% Civil Engineering Construction Document package, signed and stamped.
 - 80% Construction Document Plans.
 - CSI Specifications in MasterSpec format.
- o One (1) Resubmittal to Client of 100% Civil Engineering Construction Document package addressing plan review comments, signed and stamped.
 - 100% Construction Document Plans.
 - CSI Specifications in MasterSpec format.

3.3 Bidding and Construction Administration

The Civil Engineer will support the Bidding process and perform civil related Construction Administration (CA) services during this phase of the project related to designs based on final Construction Documents. The anticipated scope of services below is intended to support to the Client during the construction schedule.

1. Attend one (1) contractor bidding meeting.
2. General Bidding process comment and written response support over a maximum two (2) week time period upon initiation.
3. Attend one (1) on-site pre-construction conference / kick-off meeting.
4. Attend up to two (2) site visits during construction for observation of general conformance to construction documents.
5. Civil CA efforts in this phase include the following standard Civil Engineering services:
 - Review of civil related Submittals and Shop Drawings.
 - RFI Response / Design Clarifications.
6. Record Drawings in electronic format [PDF and CAD]

4.0 ADDITIONAL PROJECT SCOPE & SERVICES (Not included in proposed Fee)

The following are some services that are not included in this proposal. We would be pleased to provide these and other additional services that may become necessary as the project proceeds. Additional services will be provided for additional mutually satisfactory compensation.

4.1 Demolition Permit: As determined necessary by Client, the Civil Engineer will coordinate and complete a separate Demolition Plan suitable for agency approval and implementation. The Demolition Plan document package will include Civil related infrastructure up to edge of building and or foundation, with the understanding that the demolition of building to be performed by the Architect. This phase will include the following design services and documents:

1. General Coordination/Meeting(s)
2. Demolition Plan



3. Temporary Erosion Control Plan (in coordination with SWPPP as needed)

4.2 LEED Documentation Support: Upon agreement with the Client on which level of certification is targeted; the Civil Engineer will work with the Design Team to determine potential LEED credits and points to be should be incorporated into the site design process. At the appropriate stage of design and/or construction, the Civil Engineer will submit backup calculations and worksheets documents as required by USGBC for the selected civil related LEED credits.

4.3 Agency Coordination: The Civil Engineer assumes implementation of industry standards for the Basic Services. If desired by team, the Civil Engineer will coordinate with the relevant agencies to promote progressive design above standard practices and codes. Services include time for local agency coordination and negotiation for the necessary commitment letter from the applicable local agency.

4.4 Additional Utility Engineering:

- Water Pump design for domestic water supply system.
- Redesign due to unknown site utility or potential utility issues on account of lack of documentation and survey.
- Offsite utility improvements.
- Plans and profiles for the offsite utility improvements.
- Completion of Use Application as required by private agencies including submission and negotiation for approval

4.5 Access Design Studies: The Civil Engineer will perform alternate driveway, circulation and Emergency Vehicle Access design studies to help determine the best access and egress solution for the site. The Civil Engineer will perform grading studies for the proposed sited buildings on-site. These studies will include; site sections, earthwork calculations and site earthwork balancing exercises. Alternate building sites are studied to minimize the impact on the site.

4.6 Foundation Coordination: The Civil Engineer understands that this is a prefabricated system that may require additional coordination efforts or plans of foundation phasing, or interior and exterior routing that is typical to the MEP.

4.7 Public Utility Engineering: The Civil Engineer will perform the necessary engineering design and documentation for the required utility improvements outside the Limits of Work as defined in Exhibit A.

4.8 Additional Construction Administration: The level of Construction Administration (CA) efforts are highly variable and depend on accuracy of existing conditions surveys, potential for non anticipated change orders, and selected contractor protocol. The Civil Engineer will perform the following CA services.

- Bid document resubmittal beyond base agreement
- Weekly Construction Meetings
- Design Changes due to Value engineering requests
- Redesign due to previously unavailable information or conflicting existing conditions
- Redesign due to Client or Owner changes
- Punch List walk-through

4.9 Opinion of Probable Cost (Engineering Cost Estimate): Upon request we will develop an engineer's Opinion of Probable Cost to estimate the site civil improvements for the corresponding project phase project. The estimate will be for budgeting purpose only.

4.10 Alternative Water Resource Engineering: If the Client chooses to pursue alternative water reuse systems, such as; rainwater harvesting and/or graywater the Civil Engineer will initiate design to



integrate these systems into the construction documents. A scope of work and fee can be provided upon request.

- Evaluate and review agency requirements.
- Conduct existing water system assessment.
- Develop preliminary site water balance to determine demands and onsite potential to utilize groundwater, stormwater, rainwater, and graywater supply as alternative water supplies to offset municipal water use.
- Determine carbon savings associated with utilizing alternative water supplies.
- Evaluate codes and regulations for alternative water sources.
- Evaluate water and wastewater treatment options.
- Evaluate alternative water system feasibility and conceptual layout.
 - o Rainwater collection and storage.
 - o Graywater treatment and conveyance.
 - o Blackwater treatment and reuse.
- Develop design criteria for the domestic water, rainwater harvesting, graywater, and wastewater treatment systems.
- System wide assessment of major stormwater components including peak storm volume and preliminary sizing of low-impact attenuation and retention opportunities.
- Coordination with Agencies associated with the system.
- Drawings and Renderings.

4.11 **Additional Submittal(s) Request:** The following submittals beyond the number specified in the base agreement may trigger a request for additional services:

- Separate project specifications (MasterSpec format).
- Agency Submittals due to unanticipated permit staging of full permits.
- More than one (1) DSA plan check comments and requested plan set resubmittal (not including previously addresses issues).
- Permit application support.
- Agency meetings related to permitting issues.

4.12 **Other Potential Additional Services may include:**

- Parking Studies.
- Engineering design due to potential high water and flood proofing or floatation.
- Major utility repair or realignment.
- Construction routing and Traffic Control Plan.
- Operation and Maintenance Plans.
- Revisions to/or subsequent iterations of plans due to substantive changes by design review or client beyond base agreement.
- Review/Respond to all issues related to unforeseen complications not known during initiation of agreement.
- Contractor and client initiated design revisions.
- Additional Meeting(s).

5.0 ASSUMPTIONS

The following items are to be provided by the Client prior to commencement of work:

- Design will be based upon the Client's approved site plan layout and provided to the Civil Engineer in AutoCAD.
- Design level Site Survey and all available line work of existing conditions in AutoCAD format.



- Available site utility information, record documents, existing engineering and utility analysis.
- Building finish floor elevations.
- Historical project information.
- Environmental Assessments Reports.
- Geotechnical Engineering Report
- Arborist Reports.

6.0 BASIC AND ADDITIONAL FEES FOR SERVICES

Fees below will be billed on a fixed fee basis in accordance with 2011 Fee Schedule. Fee estimates are based on the schedule below and are subject to revision based on changes to this schedule. Additional services can be provided upon written request and will be billed on a Time and Materials basis or by contract addendum.

A. BASIC SERVICES	Schedule (Completion Date and/or Duration*)	Fixed Fee	Reimbursable Expenses
3.0 Project Scope and Fees			
3.1 – Schematic Design	4 weeks	\$10,330	\$750
3.2 – Construction Documents	10 weeks	\$32,950	\$2,500
3.3 – Bidding and Construction Administration	42 weeks	\$6,031	\$550
Total Fee Estimate	56 Weeks	\$49,311	\$3,500

at RSN
\$2465 TOTAL
RSN

*Duration is defined as elapsed time from initiation of phase or scope of work upon our receipt of your written authorization to proceed.

7.0 EXCLUSIONS Consultant shall not be required to provide the following services.

- | | |
|--|---|
| <ol style="list-style-type: none"> 1. Agency Fees 2. Geotechnical Report 3. Legal Descriptions 4. Foundation/ Structural Design 5. Construction Staking Site Cleanup due to unsuspecting above ground storage tanks / underground storage tanks 6. Soils testing / remediation / removal 7. Percolation tests 8. MEP Design Service 9. Hazardous Waste Remediation 10. Materials Testing and Inspection reports. | <ol style="list-style-type: none"> 11. O&M plans for Mechanical systems 12. Building Waterproofing – other than items in scope 13. Utility demand engineering for electrical service, gas services, telecommunication service, street lights and sidewalk lights 14. Connection location for buildings by others; electric meter and gas meter layout by MEP consultant 15. Site graphics 16. Traffic Engineering and Traffic Studies |
|--|---|

8.0 REIMBURSABLE EXPENSES

Reimbursable costs as defined in the schedule will be billed in accordance with Sherwood Design Engineers' Fee Schedule – see Attachment I. Ordinary expenses of approximately 10 percent of the labor budget should be anticipated.

RSN
NO PER TEF/RSN APP JV - NO - NEED MARKET CONTRACT \$



SHERWOOD
Design Engineers

One Union Street, Suite 210
San Francisco, CA 94111
t [415] 677.7300
f [415] 677.7301

10 East 40th Street, 39th Floor
New York, NY 10016
t [212] 683.8872
f [212] 683.5615

1280 Massachusetts Avenue
Cambridge, MA 02138
t [617] 354.9800
f [617] 864.2603

9.0 RETAINER & INITIATION

N/A

We thank you for this opportunity to submit this proposal and look forward to beginning work with you on this exciting project!

Sincerely,

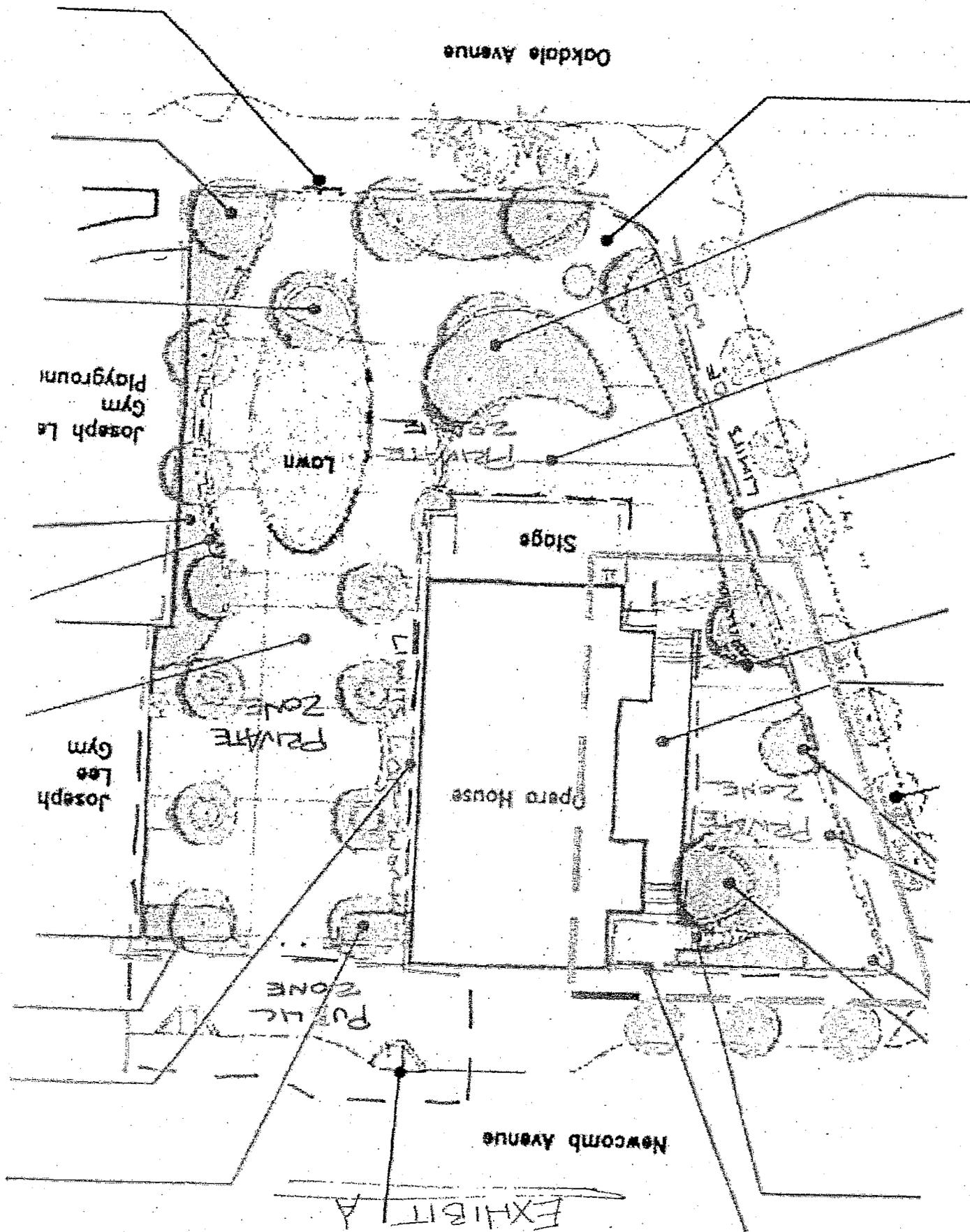
Drew C. Norton
Senior Associate



SHERWOOD
Design Engineers

SL-349 BVQH

Code	Activity	Start Date	Duration (weeks)	Principal	Project Manager	Project Engineer	Graphics	Cadd Operator	Administrative	Estimated Total Hr. & Summation (Horizontal)	Estimated Total Hr. & Summation (Vertical)
100	General Administration	1/27/11	4	\$246.17	\$136.03	\$101.97	\$70.34	\$63.29	\$63.29	\$1,650	\$1,650
110	Permitting	1/27/11	3							\$2,038.07	\$2,038.07
200	Submittal Review	1/18/12	4							\$2,401.04	\$2,401.04
201	General Conditions & Methods									\$0.00	\$0.00
202	Site Preparation / Grading Plans									\$0.00	\$0.00
203	Grading Plan									\$0.00	\$0.00
204	Grading Plans									\$0.00	\$0.00
205	Utility Plan									\$0.00	\$0.00
206	Drainage									\$0.00	\$0.00
207	ECP									\$0.00	\$0.00
208	SWCP									\$0.00	\$0.00
209	Site Walk									\$0.00	\$0.00
210	Agency Coordination									\$0.00	\$0.00
300	Construction Documents	4/10/12	10	\$2,401.70	\$2,208.51	\$1,180.77	\$0.00	\$1,017.84	\$379.74	\$10,330.36	\$10,330.36
301	General Conditions & Methods									\$4,038.36	\$4,038.36
302	Site Preparation / Grading Plans									\$1,903.13	\$1,903.13
303	Grading Plan									\$1,331.08	\$1,331.08
304	Grading Plans									\$2,560.36	\$2,560.36
305	Utility Plan									\$4,084.30	\$4,084.30
306	Drainage									\$1,641.30	\$1,641.30
307	ECP									\$2,068.36	\$2,068.36
308	SWCP									\$1,276.05	\$1,276.05
309	Site Walk									\$711.00	\$711.00
310	Agency Coordination									\$2,700.37	\$2,700.37
400	Site Walk									\$33	\$33
401	Agency Coordination / Permitting Support / ECP / Engineering requirements preparation, permitting support			\$2,401.70	\$7,006.77	\$1,632.05	\$0.00	\$4,806.32	\$798.48	\$12,040.82	\$12,040.82
500	General Construction Administration									\$4,410.64	\$4,410.64
501	General Construction Administration									\$1,620.28	\$1,620.28
502	Bidding									\$0.00	\$0.00
503	Standard CA support, Site Visit (3) meetings									\$0.00	\$0.00
504	Bidding Support, 1 Site Meeting									\$0.00	\$0.00
TOTAL BASIC FEES										\$49,311.10	\$49,311.10





January 26, 2012
Proposal 2011-67

Amy Eliot
Frederic Knapp
TEF/Knapp Architects JV
201 Post Street, Suite 700
San Francisco, California 94104

Subject: Proposal for Geotechnical Consultation
Bay View Opera House (BVOH)
San Francisco, California

Dear Ms. Eliot & Mr. Knapp:

Rollo & Ridley, Inc. is pleased to present this proposal and cost estimate to provide geotechnical consultation for the Bay View Opera House (BVOH) improvement project in San Francisco, California. The Opera House is on the southeast corner of 3rd and Newcomb Streets and is a landmarked historic structure. In preparing this proposal, we have discussed the project with you, and reviewed email correspondence from you and The City.

We understand the project includes modifying the existing structure as follows:

- Structural upgrade to support of balcony (currently cantilevers from concealed wood ceiling trusses)
- Accessibility upgrades: accessible entrance, circulation areas, restrooms (including increase in number of fixtures on main and lower levels), portable lift to give stage access
- Exterior plaza upgrades including hardscape, fencing around entire site perimeter, and landscape zones
- Limited building system upgrades to support program and expanded restrooms etc. (current heating is forced air)
- Drainage improvements where it appears damage at existing rear/south wall and foundation has occurred (stage area)
- Lighting Improvements to the exterior for safety and program support as well as building visibility

SCOPE OF SERVICES

Based on discussions with you, we understand that a geotechnical report is not required for this proposed project. Therefore, we understand our tasks related to the project are to consult on geotechnical related items on an as needed basis. Specifically, we will review drawings during final design and provide geotechnical input and attend meetings as necessary.

360 POST STREET, SUITE 505, SAN FRANCISCO, CALIFORNIA 94108 PHONE 415 670 9123
Email: frankjrollo@rolloandridley.com / christopheraridley@rolloandridley.com

Amy Eliot
Frederic Knapp
TEF/Knapp Architects JV
January 26, 2012
Page 2



HOURLY RATES

In accordance with San Francisco as-needed engineering and related professional services contracts, our billing rates will be Frank J. Rollo, Principal at \$200.00/hour, Christopher A. Ridley, PM/Staff at \$150.00/hour and Tech Staff at \$100.00/hour. For the current scope of services described above, we anticipate only Frank J. Rollo will work on this project.

ESTIMATED FEE

Our services will be performed on a time and expense basis in accordance with DPWs as needed contract accepted billing rates. We estimate our fee will be as follows:

Geotechnical Consultation

- Consult on geotechnical related items during final design, F.J. Rollo (Principal), 8 hrs at \$200/hr = \$1,600
- Review drawings, F. J. Rollo (Principal), 2 hrs at \$200/hr = \$400
- Attend meetings, F. J. Rollo (Principal), 4 hrs at \$200/hr = \$800
- **Total = \$2,800**

If you have any questions, please call us.

Best regards,
ROLLO & RIDLEY, INC.

Frank J. Rollo, G.E. #2370
Principal

Proposal 2011-67

STEPHEN WHEELER | *Landscape Architects*

December 7, 2011

Amy Eliot
Tom Eliot Fisch
201 Post Street, 7th Floor
San Francisco, CA 94108

BVOH

Dear Amy,

I want to thank you for the opportunity to work on the Bayview Opera House Project. While it is an exciting project, I am concerned that we will not be able to meet the proposed project schedule due to previous project commitments that we have with CSU Chico and Stanford University. Given this concern, I think it is best that we step aside and that you find a landscape architect that can work within the parameters of the project schedule.

Sincerely,



Stephen J. Wheeler, Principal
Landscape Architect #2678

BVOHContractLetter.01



Edwin M. Lee, Mayor
Mohammed Nuru, Interim Director

San Francisco Department of Public Works
Office of the Deputy Director for Financial Management and Administration
Division of Contract Administration
875 Stevenson Street, Room 420
San Francisco, CA 94103
(415) 554-6230 * www.sfdpw.org



Gordon Choy, Division Manager

TRANSMITTAL LETTER
MASTER AGREEMENT MODIFICATIONS

February 17, 2012.

Contractor: Tom Eliot Fisch/Knapp Architects, JV
201 Post Street, 7th Floor
San Francisco, CA 94108

Project: As-Needed Architectural Services – Modification #2

Modification Amount: Adds \$375,000 and subconsultant "Modulus Consulting" to perform additional Revit design & BIM modeling services related to the new Public Safety Building and other projects.

DPW Order No: 178,844

Controller's Certification: To be assigned as needed.

Date Posted: 2/17/2012

This Transmittal Letter forwards a copy of the Modification of Agreement #2. A Contract Purchase Order No. will be issued to the Contractor for each individual project as needed. Total contract amount as-modified to date not to exceed \$1,125,000 and expiration date is 9/1/2015; new CSOs can only be certified and issued until 9/1/2013.

Yours truly,

GC
Gordon Choy
Division Manager, Contract Administration

cc: Jun Caranto, PCS

Attachments: Modification of Agreement #2

GEC:rd



CITY AND COUNTY OF SAN FRANCISCO

BLANKET PURCHASE ORDER - NON-PURCHASING
DPW - ARCHITECTURE

BPO ID: BPAT11000016

PRINT DATE: 02/17/2012

PAGE: 01

TO: TOM ELIOT FISCH - KNAPP ARCHITECTS JV
201 POST STREET, 7TH FLR
SAN FRANCISCO CA 94108

CONTACT: DOUGLAS TOM, MANAGIN
VENDOR PHONE: (415) 391-7918
VENDOR ID : 80436

SHIP TO:
THIS IS NOT AN ORDER
SEE SPECIFIC ORDERS AGAINST THIS
BLANKET FOR SHIP TO ADDRESS

PLEASE REFER ALL QUESTIONS
CONCERNING THIS DOCUMENT TO
THE ASSIGNED PURCHASER
LISTED BELOW

ITB ID	F O B POINT	EFF DATE	EXP DATE	DISCOUNT TERMS	CONTRACT AMOUNT
	DESTINATION	09/02/10	09/01/2015	NET 30	\$1,125,000.00

PURCHASING AUTHORITY: PROFSERV-BID

Mohammed Nuru, Interim Director of Public Works

SIGNATURE OF AUTHORIZED PURCHASER

By: *Jocelyn Quintos*
Jocelyn Quintos, Business Services Div Manager

DATE: FEB 17 2012

PHONE: _____

TERMS:

MASTER AGREEMENT DEP#178, B44 CM: BOB NIST, BOA: 557-4757
(NON-PURCHASER'S BPO, FOR ON-LINE APPROVAL ONLY)
INDIVIDUAL CONTRACT SERVICE ORDERS WILL BE ASSIGNED ON AN AS-NEEDED BASIS.

PROVIDE AS-NEEDED ARCHITECTURAL SERVICES

TERM: 09/02/10 THROUGH 09/01/15. NEW CSOS CAN ONLY BE AUTHORIZED AND CERTIFIED UNTIL 09/01/13.

PSC# 4095-09/10; APPROVED 03/01/2010.
INSURANCE REQUIREMENTS: G/L: \$1M; A/L: \$1M; W/C: \$1M; P/L: \$1M

MOD#1 ADDS SUBCONSULTANT HOOD DESIGN TO THE MASTER AGREEMENT TO PERFORM SERVICES RELATED TO LANDSCAPE DESIGN FOR THE BAYVIEW OPERA HOUSE. TOTAL CONTRACT AMOUNT REMAINS NTE \$750,000 AND CONTRACT END DATE REMAINS 9/1/2015, ONLY FOR CSO'S AUTHORIZED BY 9/1/2013.

MOD#2 ADDS \$375,000 AND SUBCONSULTANT MODULUS CONSULTING TO PERFORM ADDITIONAL REVIT DESIGN & BIM MODELING SERVICES RELATED TO THE NEW PUBLIC SAFETY BUILDING AND OTHER PROJECTS. TOTAL CONTRACT AMOUNT AS MODIFIED \$1,125,000.00. CONTRACT END DATE REMAINS 9/1/2015, ONLY

**** CONTINUE ****

Mohammed Nuru, Interim Director of Public Works

By Joseph D. Williams
Joseph D. Williams, Director of Public Works

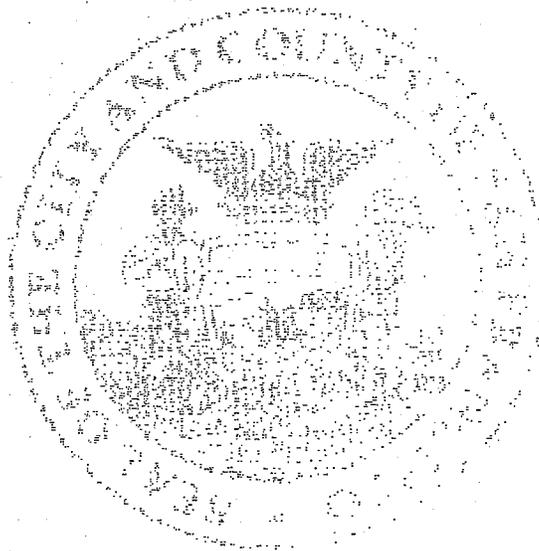
CITY AND COUNTY OF SAN FRANCISCO
BLANKET PURCHASE ORDER - NON-PURCHASING
DPW - ARCHITECTURE

BPO ID: BPAT11000016

PRINT DATE: 02/17/2012

PAGE: 02

FOR CSOS CERTIFIED BY 9/1/2013.



**** CONTINUE ****

CITY AND COUNTY OF SAN FRANCISCO
BLANKET PURCHASE ORDER - NON-PURCHASING
DPW - ARCHITECTURE

BPO ID: BPAT11900016

PRINT DATE: 02/17/2012

PAGE: 03

ITEM	COMMODITY ID	MAX QUANTITY	U/M	UNIT COST	MAX COST
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1	7210-10		JB		
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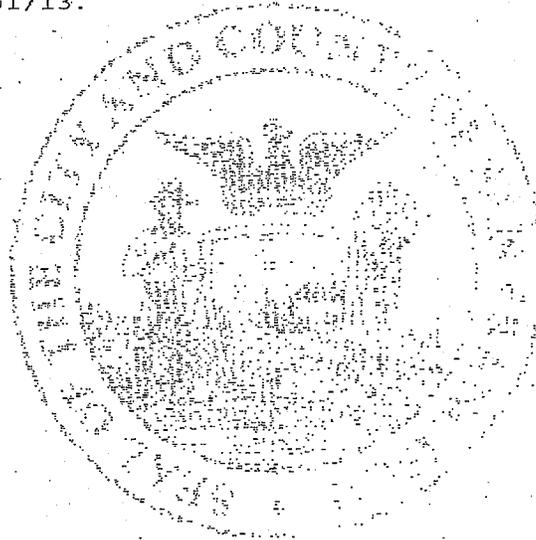
SVC, ARCHITECTURE; GENERAL

MASTER AGREEMENT DPW#178,844 CM: BOB NIST, BOA: 557-4757
(NON-PURCHASER'S BPO, FOR ON-LINE APPROVAL ONLY)

PROVIDE AS-NEEDED ARCHITECTURAL SERVICES

PSC# 4095-09/10; APPROVED 03/01/2010.

TERM: 09/02/10 THROUGH 09/01/15; NEW CSOS CAN ONLY BE AUTHORIZED AND
CERTIFIED UNTIL 09/01/13.



**** END OF ITEM LIST ****

CITY AND COUNTY OF SAN FRANCISCO

BLANKET PURCHASE ORDER - NON-PURCHASING
DPW - ARCHITECTURE

BPO ID: BPAT11000016

PRINT DATE: 02/17/2012

PAGE: 04

USERS AUTHORIZED TO RECORD RELEASES

NAME	AUTHORIZATION DOLLAR LIMIT	PHONE NUMBER
**** ALL USERS AUTHORIZED ****	\$1,125,000.00	



**** LAST OF DOCUMENT ****

Modification of Agreement #2

Consultant Contracts

This Agreement is made this 13th day of February, 2012, in the City and County of San Francisco.

Whereas, the City & County of San Francisco and Tom Elliot Fisch/ Knapp Architects, JV have entered into an Agreement to provide As-Needed Architectural Services and

Whereas, the parties now desire to modify the Agreement as described in Attachment A, now, therefore the parties agree as follows.

The City will:

Add the sum of \$ 375,000.00 for changes described in the referenced attachment.

Add Subtract Zero calendar days To From the original Agreement or the latest modification as described in the referenced attachment.

In all other respects, the original Agreement and all modifications thereto shall remain in full force and effect.

CITY & COUNTY OF SAN FRANCISCO

CONSULTANT

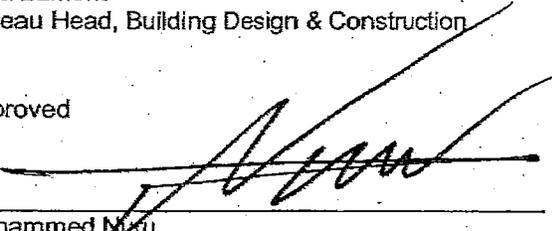
Approved



Tara Lamont
Bureau Head, Building Design & Construction

Tom Elliot Fisch/ Knapp, JV (Architects)
Name of Consultant Firm

Approved

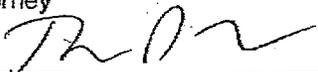


Mohammed Maru
Director of Public Works

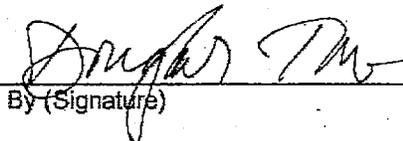
201 Post Street, 7th Floor
Address

San Francisco, CA. 94108
City, State, Zip

Approved as to Form:
Dennis J. Herrera
City Attorney



By Deputy City Attorney



By (Signature)

DOUGLAS TOM, PRESIDENT.
Type Name & Title

ATTACHMENT A – Modification #2 As-Needed Architectural Services DPW Order No. 178, 844

Pursuant to Section 29 (*Subcontracting*) and Section 48 (*Modification of Agreement*) of the Agreement (DPW Order No. 178,844) between the City & County of San Francisco and Tom Eliot Fisch/ Knapp Architects, JV, the following subconsultant shall be added to the Consultant's team:

1. Modulus Consulting

Modulus Consulting shall perform services related to the New Public Safety Building and other projects providing additional "Revit" Design & BIM Modeling Services. Company information for Modulus Consulting is included in Attachment B.

The positions and billing rates for Modulus Consulting are as follows:

Job Title	Billing Rate (\$/hr)
Principal	\$185/ hr.
"Revit" /BIM Consultant	\$120/ hr.
"Revit" /BIM Specialist	\$80/hr.

Also Adding \$375,000 capacity to this Master As-needed Architectural Services Contract-Total \$1,125,000

Total Contract Amount will not to exceed \$1,125,000 and completion date remains September 1, 2015, only for CSO's authorized and issued by September 1, 2013.

Attachment A stipulates that the following sections (below) shall be incorporated into the Agreement between the City & County of San Francisco and Tom Eliot Fisch/ Knapp Architects, JV. All terms and conditions of the As-Needed Master Agreement that are not changed, altered or modified by this Modification #2 shall remain in full force and effect.

63. Automated Clearing House (ACH) "electronic" payments

The City will issue payments to Contractor through the City's electronic payment system called PayMode-X®. Contractor acknowledges and agrees to receive payment electronically through this system. Contractor shall not be entitled to any additional cost or charge under this Contract for using or failing to use the electronic payment system. Nor shall Contractor be entitled to any additional cost or charge for delays or failures of the electronic payment system to complete a payment transaction.

Appendix A – Description of Services:

Contractor/consultant, by executing this agreement, understands that the policy of the Department of Public Works is to create subcontracting opportunities for HRC certified Local Business Enterprises whenever possible and it agrees that it shall maximize its efforts to meet and/or exceed the subcontracting participation goals established for this contract.

THIS SECTION INTENTIONALLY LEFT BLANK



Modulus Consulting is a San Francisco-based Building Information Modeling (BIM) consulting firm that offers services to the Architecture-Engineering-Contractor (AEC) community. BIM is characterized as the use of data-rich, 3D models for building design, coordination and operations. BIM is a collection of emerging, developing workflows and Modulus Consulting provides expertise in the support and implementation of these processes.

Modulus Consulting offers services in the following areas:

1. 3D modeling in support of production drawings, coordination and shop drawings.
2. Coordination services for Mechanical-Electrical-Plumbing-Sprinkler (MEPS) systems using BIM.
3. 3D graphics for communication to project stakeholders.
4. Laser scanning services and related modeling.
5. Training for BIM workflows and processes.

The firm has provided services to the following projects:

Buck Institute Center for Regenerative Medicine - Cahill Contractors
Berkeley Art Museum and Pacific Film Archive - UC Capital Projects
Second Campus - Lawrence Berkeley Labs
California Memorial Stadium - Webcor Builders
San Francisco General Hospital - Webcor Builders
Novartis Infectious Disease Lab - XL Construction
Chevron, Building E - Swinerton Builders
California Inmate Medical Facility - Crosby Group
Hilton Hotel, Ballroom Renovation - Hilton
BioE Laboratory, Stanford - Whiting Turner
Sonoma State Student Center - Sundt Construction
Mary Helen Rogers Housing - Cahill Contractors
USF Center for Science - Cahill Contractors
UCSF Anatomy Lab - Herrero
San Mateo High School Performing Arts Center - Cahill Contractors

The firm's principals, Brett Young and Peter Michealsen, bring practical building experience from their backgrounds in the general contracting community. The staff of Modulus Consulting includes diverse backgrounds in architecture, structural drafting and engineering. Overall, the diversity of experience and backgrounds results in a firm that is adaptable to many project types and situations.

To

Accounting/Contract Administration, 875 Stevenson Street, Room 435:

For: GEN BOA BOE BCM BSM

Accounting, Cesar Chavez Boulevard:

For: BBR BSC SSR WPC ERM

Requested Action

- Advertise an RFP/RFQ
- Award a Professional Service Contract
- Call for Formal Bid for Construction Contract
- Award a Formal Construction Contract
- Award an Informal Construction Contract based on Quote Accepted by Contract Manager
- Declare an Emergency (if not previously declared)
- Award an Emergency Contract per attached
- Emergency Declared by Another Department
- Modify a Professional Service Contract
- Rejection of Bids per Admin. Code §6.21(C)*

From

Date 02/09/2012	Contract Manager / Project Manager (please circle one) Robert Nist- Contract/ Paul Travis-PM	Phone Number 557-4757(Nist)
--------------------	---	--------------------------------

Contract Information

Contractor Name Tom Elliot Fisch/ Knapp, JV (Architects)		Address 201 Post Street, 7 th Floor		Phone Number (415)391-7918
Job Number 7430A & Other Projects	Job Order Title Master Agreement Modification, Adding Sub-Consultant- 'Modulus Consulting'- to provide additional "Revit" Design & BIM Modeling Services & (2) Increasing Amount of Master As-Needed Architectural Contract. \$375,000			
Requested Amount \$375,000.00	Original Contract Amount \$750,000.00	Total Previous Modifications \$0.00	Total Contract Amount to Date \$1,125,000.00	
Contract Document Number or Blanket Purchase Order Number BPAT11000016		Original DPW Order Number DPW 178,844	Completion Date or Extension of Time Zero	
Scope of Work (Including justification for emergency) Modification to add a new Subcontractor- Modulus Consulting to the Master As-Needed Contract BPAT11000016 (As needed Architectural Professional Services) for Tom Elliot Fisch/ Knapp, JV (Architects) for 7430A & Other Projects				
Indicate Funding Source & Grant if Applicable				

OFFMA Use Only

Index Code:	Accountant Signature & Date
Fund Type/Fund/Subfund:	
Project/Project Detail:	
Grant/Grant Detail:	
Subsubject:	
For Advertising Purpose Only	By _____

RECOMMENDED:

Paul Travis
 • Contract Manager- Robert Nist
 • Project Manager - Paul Travis

APPROVED:

Tara Lamont
 Bureau Head

APPROVAL TO ADVERTISE FOR FORMAL BIDS	
Section Manager	
Contract Prep	

APPROVED:

Deputy Director (if total mods over 50% of original contract \$)	Director For Rejection of Bids*
---	------------------------------------

GENERAL SERVICES AGENCY
OFFICE OF LABOR STANDARDS ENFORCEMENT
DONNA LEVITT, MANAGER



Minimum Compensation Ordinance (MCO) Declaration

What the Ordinance does. The Minimum Compensation Ordinance (MCO) became effective October 8, 2000, and was later amended by the Board of Supervisors, with an effective date for the amendments of October 14, 2007. The MCO requires City contractors and subcontractors to pay Contractor's employees a minimum hourly gross compensation wage rate and to provide minimum compensated (12 days per year or cash equivalent) and uncompensated time off (10 days per year). The minimum wage rate may change from year to year and Contractor is obligated to keep informed of the then-current requirements.

The MCO applies only if you have at least \$25,000 in cumulative annual business with a City department or departments and have more than 5 employees, including employees of any parent, subsidiaries and subcontractors.

The City may require contractors to submit reports on the number of employees affected by the MCO.

Effect on City contracting. For contracts and amendments signed on or after October 8, 2000 the MCO will have the following effect:

- In each contract, the contractor will agree to abide by the MCO and to provide its employees the minimum benefits the MCO requires, and to require its subcontractors subject to MCO to do the same.
- If a contractor does not agree to provide the MCO's minimum benefits, the City will award a contract to that contractor only if the contractor has received an approved exemption or waiver under MCO from the Office of Labor Standards Enforcement (OLSE) through the contracting Department. The contract will not contain the agreement to abide by the MCO if there is an exemption or waiver on file.

What this form does. If you can assure the City now that, beginning with the first City contract or amendment you receive after October 8, 2000 and until further notice, you will provide the minimum benefit levels specified in the MCO to your covered employees, and will ensure that your subcontractors also subject to the MCO do the same, this will help the City's contracting process.

If you cannot make this assurance now, please do not return this form.

For more information, (1) see our Website, including the complete text of the ordinance: www.sfgov.org/olse, (2) e-mail us at MCO@sfgov.org, (3) Phone us at (415) 554-6292.

Where to Send this Form. Mail: Vendor File Support, City Hall, Room 484, San Francisco CA 94102. Fax: (415) 554-6261 Email: vendor.file.support@sfgov.org.

Declaration

In order to be a certified vendor with the City and County of San Francisco, this company will provide, if applicable, the minimum benefit levels specified in the MCO to our Covered Employees, and will ensure that our subcontractors also subject to the MCO do the same, until further notice. This company will give such notice as soon as possible.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

[Signature]
Signature

2/7/12
Date

DAVID YOUNG
Print Name

City Vendor Number (if known)

MORRIS CONSULT
Company Name

(415) 3120292
Phone

27-3237392
Federal Employer ID #

GENERAL SERVICES AGENCY
OFFICE OF LABOR STANDARDS ENFORCEMENT
DONNA LEVITT, MANAGER



Health Care Accountability Ordinance (HCAO) Declaration

What the Ordinance Requires. The Health Care Accountability Ordinance (HCAO), which became effective July 1, 2001, requires Contractors that provide services to the City or enter into certain leases with the City, and certain Subcontractors, Subtenants and parties providing services to Tenants and Subtenants on City property, to provide health plan benefits to Covered Employees, or make payments to the City for use by the Department of Public Health (DPH), or, under limited circumstances, make payments directly to Employees.

The HCAO applies only to Contractors with at least \$25,000 (\$50,000 for non-profit organizations) in cumulative annual business with a City department(s) and have more than 20 Employees (50 Employees for non-profit organizations) including Employees of any parent, subsidiaries and subcontractors.

The City may require Contractors to submit reports on the number of Employees affected by the HCAO.

Effect on City Contracting. For contracts and amendments signed on or after July 1, 2001, the HCAO requires the following:

- Each contract must include terms ensuring that the Contractor will agree to abide by the HCAO and either to provide its employees with health plan benefits meeting the Minimum Standards set forth by the Director of Health or to make the payments required by the HCAO;
- All City Contractors must agree to comply with the requirements of the HCAO unless the Contracting Department has obtained an approved exemption or waiver under the HCAO from the Office of Labor Standards (OLSE).
- Contractors must require any Subcontractors subject to the HCAO to comply with the HCAO;

The Purpose of This Declaration. By submitting this declaration, you are providing assurances to the City that, beginning with the first City contract or amendment you receive after July 1, 2001 and until further notice, you will either provide the health plan benefits meeting the Minimum Standards to your covered employees or make the payments required by the HCAO, and will ensure that your Subcontractors also abide by these requirements. **If you cannot provide this assurance, do not return this form.**

To obtain more information regarding the HCAO, visit our website, which includes links to the complete text of the HCAO, at www.sfgov.org/olse/hcao; send an e-mail to HCAO@sfgov.org; or call (415) 554-6237.

Where to Send this Form. Mail: Vendor File Support, City Hall, Room 484, San Francisco CA 94102. Fax: (415) 554-6261
Email: vendor.file.support@sfgov.org

Declaration

In order to be a certified vendor with the City and County of San Francisco, the company named below will either provide, if applicable, health benefits specified in the HCAO to our covered employees or make the payments required by the HCAO, and will ensure that our subcontractors that are subject to the HCAO also comply with these requirements, until further notice. The company named below will provide such notice as soon as possible.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Brett Young
Signature

2/8/12
Date

Brett Young
Print Name

City Vendor Number (if known)

Madison Insurer
Company Name

(415) 312 6242
Phone

27 3237392
Federal Employer ID #

Delavega, Rochelle

From: Dzikunu, Selormey
Sent: Friday, February 10, 2012 4:38 PM
To: Carlos, Carina; Delavega, Rochelle; Kim, Sung; Nist, Robert
Subject: HRC Approval of Modification #2 Tom Elliot Fisch

Follow Up Flag: Follow up
Flag Status: Flagged

The HRC has approved Modification #2 for the Tom Elliot Fisch/ Knapp Architects, JV, Agreement. You may proceed and add Modulus Consulting LLC as a subconsultant.



FORM 2A: HRC CONTRACT PARTICIPATION FORM

Section 1: This form must be submitted with the proposal or the proposal may be deemed non-responsive and rejected. Prime Proposer, each Joint Venture Partner, Subconsultants, Vendors, and lower sub tiers must be listed on this form. Only HRC certified LBEs can be used to meet the LBE subconsultant goal. An LBE Prime proposer (whether submitting a proposal on its own or as part of a joint venture) cannot count its participation towards meeting the LBE subconsultant goal.

Be sure to check box for Rating Bonus. If more space is needed, attach additional copies of this form. This form is also completed and submitted for all contract modifications which exceed the original contract amount by more than 20%.

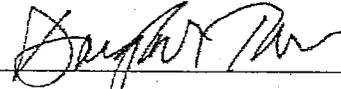
Contract:	DPW-BOA As-Needed Architectural Services	RATING BONUS	
		<input type="checkbox"/> LBE 10%	<input checked="" type="checkbox"/> Joint Venture 7.5%
Firm:	Tom Eliot Fisch	<input type="checkbox"/> Joint Venture 5%	<input type="checkbox"/> Joint Venture 10% (LBEs ONLY)
Contact Person:	Doug Tom, AIA, LEED AP	<input type="checkbox"/> No Rating Bonus Requested	
Address:	201 Post Street, 7 th Floor	LBE Goal 20%	
City/ZIP	San Francisco, CA 94108		
Phone	415. 391.7918		

*Type: Identify if prime (P), JV partner (J), Subconsultant (S), or Vendor (V)

TYPE *	Firm	PORTION OF WORK (describe scope(s) of work)	% OF WORK	INDICATE LBE YES/NO	If an LBE, Identify MBE, WBE, or OBE **	% OF LBE SUBWORK
J	Tom Eliot Fisch	Project Management, Architecture, Interior Programming/Design	36%	NO	---	0%
J	Knapp Architects	Project Management, Architecture, Historic Preservation	24%	YES	OBE	0%
S	SOHA Engineers	Structural Engineering	7%	YES	MBE	7%
S	MHC Engineers	Mechanical Engineering/Life Safety/Plumbing	10%	YES	MBE	10%
S	F.W. Associates	Electrical Engineering	9.5%	YES	MBE	9.5%
S	M. Lee Corporation	Cost/Value Engineering/Scheduling	4%	YES	MBE	4%
S	Simon & Associates	Resource Efficiency	1%	YES	WBE	1%
S	Enovity	Building Commissioning	.5%	NO	---	0%
S	A.R. Sanchez Correa & Associates	Code Consultant	1%	YES	MBE	1%
S	Pitfield & Associates, Inc.	Elevator Consultant	.5%	NO	---	0%
S	Stephen Wheeler Landscape Architects	Landscape Architecture	.5%	YES	OBE	.5%
S	Hood Design	Landscape Architecture	.5%	NO	---	0%

TYPE *	Firm	PORTION OF WORK (describe scope(s) of work)	% OF WORK	INDICATE LBE YES/NO	If an LBE, Identify MBE, WBE, or OBE **	% OF LBE SUBWORK
S	Simpson Gumpertz Heger	Waterproofing	1%	NO	---	0%
S	Urbain Design	Signage & Way Finding Consultants	1%	YES	WBE	1%
S	CHS Consulting Group	Traffic Engineering	.5%	YES	MBE	.5%
S	Sherwood Design Engineers	Civil Engineering/Environmental	.5%	YES	MBE	.5%
S	Smith Fause & McDonald Inc.	Acoustical/AV/Telecommunications/ Security	1%	YES	WBE	1%
S	Rollo & Ridley Inc.	Geotechnical Engineering	.5%	YES	OBE	.5%
S	J.S. Nolan + Associates Lighting Design, LLC	Lighting Consultants	.5%	YES	OBE	.5%
S	Modulus Consulting, LLC	Revit & BIM Model Consulting	.5%	YES	MBE	.5%
			Total % of Work: 100%	Total LBE Subconsulting%		37.5%

I declare, under penalty of perjury under the laws of the State of California, that I am utilizing the above Consultants for the portions of work and amounts as reflected in the Proposal for this Contract.

Owner/Authorized Representative (Signature):  Date: 2-10-2012

Print Name and Title: Doug Tom, AIA, LEED AP

** MBE = Minority Business Enterprise, WBE = Women Business Enterprise, OBE = Other Business Enterprise. See HRC website (http://sfgov.org/site/uploadedfiles/sfhumanrights/directory/vlistS_1.htm) for each firm's status.



Section 2. Prime Proposer, Joint Venture Partners, Subconsultant, and Vendor Information

Provide information for each firm listed in Section 1 of this form. Firms which have previously worked on City contracts may already have a vendor number. Vendor numbers of LBE firms are located in the HRC LBE website at www.sfgov.org/sfhumanrights. Use additional sheets if necessary.

FIRM NAME:	Tom Eliot Fisch	VENDOR #:	48153
ADDRESS:	201 Post Street, 7 th Floor	FEDERAL ID #:	94-3287372
CITY, ST, ZIP:	San Francisco, CA 94108	PHONE:	415. 391.7918
SERVICE:	Architecture, Interior Design, Planning, Scheduling, CAD	FAX:	415. 391.7309

FIRM NAME:	Knapp Architects	VENDOR #:	74034
ADDRESS:	235 Montgomery Street, Suite 747	FEDERAL ID #:	71-1002117
CITY, ST, ZIP:	San Francisco, CA 94104	PHONE:	415. 986.2327
SERVICE:	Historic Preservation	FAX:	415. 986.2676

FIRM NAME:	SOHA Engineers	VENDOR #:	17292
ADDRESS:	48 Colin P. Kelly Jr. Street	FEDERAL ID #:	
CITY, ST, ZIP:	San Francisco, CA 94107	PHONE:	415. 989.9900
SERVICE:	Structural Engineering	FAX:	415. 989.9909

FIRM NAME:	MHC Engineers	VENDOR #:	28355
ADDRESS:	150 8 th Street	FEDERAL ID #:	94-3199231
CITY, ST, ZIP:	San Francisco, CA, 94103	PHONE:	415. 512.7141
SERVICE:	Mechanical Engineering, Life Safety, Plumbing	FAX:	415. 512.7120

FIRM NAME:	F.W. Associates, Inc.	VENDOR #:	07385
ADDRESS:	68-12 th Street, Suite 300	FEDERAL ID #:	92-2841974
CITY, ST, ZIP:	San Francisco, CA 94103	PHONE:	415. 861.0286
SERVICE:	Electrical Engineering	FAX:	415. 861.0191

FIRM NAME:	M. Lee Corporation	VENDOR #:	29520
ADDRESS:	500 Sutter Street, Suite 923	FEDERAL ID #:	68-0283116
CITY, ST, ZIP:	San Francisco, CA 94102	PHONE:	415. 693.0236
SERVICE:	Cost Estimating, Value Engineering	FAX:	415. 693.0237

FIRM NAME:	Simon & Associates Inc.	VENDOR #:	67938
ADDRESS:	200 Brannan St. #204	FEDERAL ID #:	59-3774548
CITY, ST, ZIP:	San Francisco, CA 94107	PHONE:	415. 908.3757
SERVICE:	Resource Efficiency Consulting (LEED/Sustainability)	FAX:	415. 908.3766

FIRM NAME:	Enovity	VENDOR #:	78166
ADDRESS:	100 Montgomery Street, Suite 600	FEDERAL ID #:	04-3657838
CITY, ST, ZIP:	San Francisco, CA 94104	PHONE:	415. 974.0390
SERVICE:	Building Commissioning	FAX:	415. 974.0399

FIRM NAME:	A.R. Sanchez Correa & Associates	VENDOR #:	38871
ADDRESS:	301 Junipero Serra Boulevard, Suite 270	FEDERAL ID #:	94-2798984
CITY, ST, ZIP:	San Francisco, CA 94127	PHONE:	415. 333.8080
SERVICE:	Code Consultants	FAX:	415. 333.8990

FIRM NAME:	Pitfield & Associates, Inc.	VENDOR #:	None
ADDRESS:	5430 Yellow Pine Way	FEDERAL ID #:	
CITY, ST, ZIP:	Sacramento, CA 95841	PHONE:	916. 339.3570
SERVICE:	Elevator Consultant	FAX:	916. 339.3260

FIRM NAME:	Stephen Wheeler Landscape Architects	VENDOR #:	None
ADDRESS:	99 Mississippi Street, Second Floor	FEDERAL ID #:	20-8093279
CITY, ST, ZIP:	San Francisco, CA 94107	PHONE:	415. 252.7075
SERVICE:	Landscape Architecture	FAX:	415. 252.7074

FIRM NAME:	Simpson Gumpertz & Heger	VENDOR #:	None
ADDRESS:	The Landmark at One Market, Suite 600	FEDERAL ID #:	04-225-6923
CITY, ST, ZIP:	San Francisco, CA 94105	PHONE:	415. 495.3700
SERVICE:	Waterproofing	FAX:	415. 495.3550

FIRM NAME:	Urbain Design	VENDOR #:	78332
ADDRESS:	99 Mississippi Street	FEDERAL ID #:	94-3258702
CITY, ST, ZIP:	San Francisco, CA 94107	PHONE:	415. 252.8282
SERVICE:	Signage & Way Finding Consultants	FAX:	415. 252.7074



FIRM NAME:	CHS Consulting Group	VENDOR #:	51172
ADDRESS:	500 Sutter Street, Suite 216	FEDERAL ID #:	94-2294803
CITY, ST, ZIP:	San Francisco, CA 94102	PHONE:	415. 392.9688
SERVICE:	Transportation Engineering	FAX:	415. 392.9788

FIRM NAME:	Sherwood Design Engineers	VENDOR #:	None
ADDRESS:	One Union Street, 2 nd Floor	FEDERAL ID #:	20-1602119
CITY, ST, ZIP:	San Francisco, CA 94111	PHONE:	415. 677.7300
SERVICE:	Civil Engineers	FAX:	415. 677.7301

FIRM NAME:	Smith Fause & McDonald Inc.	VENDOR #:	58837
ADDRESS:	351 8 th Street	FEDERAL ID #:	94-3018584
CITY, ST, ZIP:	San Francisco, CA 94103	PHONE:	415. 255.9140
SERVICE:	Acoustical/AV Consultants	FAX:	415. 255.9180

FIRM NAME:	Rollo & Ridley Inc.	VENDOR #:	None
ADDRESS:	360 Post Street, Suite 505	FEDERAL ID #:	26-2775240
CITY, ST, ZIP:	San Francisco, CA 94108	PHONE:	415. 670.9123
SERVICE:	Geotechnical and Environmental Engineers	FAX:	415. 391.4626

FIRM NAME:	J.S. Nolan + Associates Lighting Design, LLC	VENDOR #:	45421
ADDRESS:	601 4 th Street, Suite 115	FEDERAL ID #:	92-3262254
CITY, ST, ZIP:	San Francisco, CA 94107	PHONE:	415. 618.0101
SERVICE:	Lighting Consultants	FAX:	415. 618.0171

FIRM NAME:	Hood Design	VENDOR #:	None
ADDRESS:	3016 Filbert Street, Studio 2	FEDERAL ID #:	
CITY, ST, ZIP:	Oakland, CA 94608	PHONE:	510.595.0688
SERVICE:	Landscape Architecture	FAX:	510.595.1486

FIRM NAME:	Modulus Consulting LLC	VENDOR #:	None
ADDRESS:	600 California Street, Suite 910	FEDERAL ID #:	
CITY, ST, ZIP:	San Francisco, CA 94108	PHONE:	415. 796.6482
SERVICE:	Revit Consultants	FAX:	415. 796.6481



Edwin M. Lee, Mayor
Mohammed Nuru, Interim Director

San Francisco Department of Public Works
Office of the Deputy Director for Financial Management and Administration
Division of Contract Administration
875 Stevenson Street, Room
San Francisco, CA 94103
(415) 554-6230 www.sfdpw.org



Gordon Choy, Division Manager

TRANSMITTAL LETTER
MASTER AGREEMENT MODIFICATIONS

January 26, 2012

Contractor: Tom Eliot Fisch/Knapp Architects, JV
201 Post Street, 7th Floor
San Francisco, CA 94108

Project: As-Needed Architectural Services – Modification #1

Modification Amount: Adds subconsultant "Hood Design" to perform Landscape Design services for the Bayview Opera House. Contract amount and duration remains the same.

DPW Order No: 178,844

Controller's Certification: To be assigned as needed.

Date Posted: 1/25/2012

This Transmittal Letter forwards a copy of the Modification of Agreement #1. A Contract Purchase Order No. will be issued to the Contractor for each individual project as needed. Total contract amount as-modified to date not to exceed \$750,000 and expiration date is 9/1/2015; new CSOs can only be certified and issued until 9/1/2013.

Yours truly,

Gordon Choy
Division Manager, Contract Administration

cc: Jun Caranto, PCS

Attachments: Modification of Agreement #1

GEC:rd



CITY AND COUNTY OF SAN FRANCISCO
BLANKET PURCHASE ORDER - NON-PURCHASING
DPW - ARCHITECTURE

BPO ID: BPA11000016 PRINT DATE: 01/26/2012 PAGE: 01

TO: TOM ELIOT FISCH - KNAPP ARCHITECTS JV
201 POST STREET, 7TH FLR
SAN FRANCISCO CA 94108

CONTACT: DOUGLAS TOM, MANAGIN
VENDOR PHONE: (415) 391-7918
VENDOR ID : 80436

SHIP TO:
THIS IS NOT AN ORDER
SEE SPECIFIC ORDERS AGAINST THIS
BLANKET FOR SHIP TO ADDRESS

PLEASE REFER ALL QUESTIONS
CONCERNING THIS DOCUMENT TO
THE ASSIGNED PURCHASER
LISTED BELOW

ITB ID	F O B POINT EFF	DATE EXP DATE	DISCOUNT TERMS	CONTRACT AMOUNT
	DESTINATION 09/01/10	09/01/15		\$750,000.00

PURCHASING AUTHORITY: PROFSERV-LED

SIGNATURE OF AUTHORIZED PURCHASER

Jocelyn Quintos
By *Jocelyn Quintos*
Jocelyn Quintos, Business Services Div Manager

JAN 26 2012

DATE : _____

PHONE: _____

TERMS:

MASTER AGREEMENT DPW#178,844 CM: BOB NIST, BOA: 557-4757
(NON-PURCHASER'S BPO, FOR ON-LINE APPROVAL ONLY)
INDIVIDUAL CONTRACT SERVICE ORDERS WILL BE ASSIGNED ON AN AS-NEEDED BASIS.

PROVIDE AS-NEEDED ARCHITECTURAL SERVICES

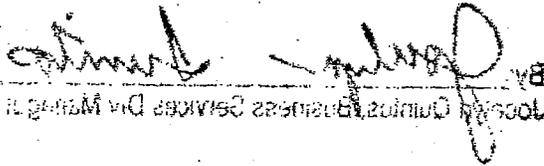
TERM: 09/02/10 THROUGH 09/01/15; NEW CSOS CAN ONLY BE AUTHORIZED AND CERTIFIED UNTIL 09/01/13.

PSC# 4095-09/10; APPROVED 03/01/2010;
INSURANCE REQUIREMENTS: G/L: \$1M; A/L: \$1M; W/C: \$1M; P/L: \$1M

MOD#1 ADDS SUBCONSULTANT HOOD DESIGN TO THE MASTER AGREEMENT TO PERFORM SERVICES RELATED TO LANDSCAPE DESIGN FOR THE BAYVIEW OPERA HOUSE. TOTAL CONTRACT AMOUNT REMAINS NTE \$750,000 AND CONTRACT END DATE REMAINS 9/1/2015, ONLY FOR CSO'S AUTHORIZED BY 9/1/2013.

**** CONTINUE ****

Abdourahmane Niang, Director of Public Works

By 
Joseph Guindo, Director of Services

CITY AND COUNTY OF SAN FRANCISCO

BLANKET PURCHASE ORDER - NON-PURCHASING
DPW - ARCHITECTURE

BPO ID: BPAT11000016

PRINT DATE: 01/26/2012

PAGE: 02

ITEM	COMMODITY ID	MAX QUANTITY	U/M	UNIT COST	MAX COST
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1	7210-10		JB		
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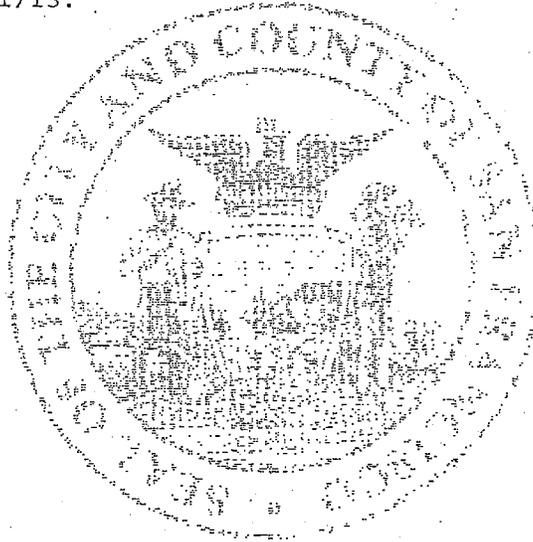
SVC, ARCHITECTURE; GENERAL

MASTER AGREEMENT DPW#178,844 CM: BOB NIST, BOA: 557-4757
(NON-PURCHASER'S BPO, FOR ON-LINE APPROVAL ONLY)

PROVIDE AS-NEEDED ARCHITECTURAL SERVICES

PSC# 4095-09/10; APPROVED 03/01/2010.

TERM: 09/02/10 THROUGH 09/01/15; NEW CSOS CAN ONLY BE AUTHORIZED AND
CERTIFIED UNTIL 09/01/13.



**** END OF ITEM LIST ****

CITY AND COUNTY OF SAN FRANCISCO
BLANKET PURCHASE ORDER - NON-PURCHASING
DPW - ARCHITECTURE

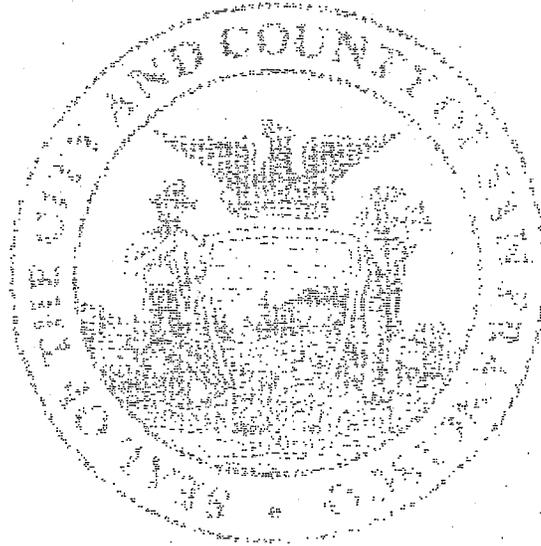
BPO ID: BPAT11000016

PRINT DATE: 01/26/2012

PAGE: 03

USERS AUTHORIZED TO RECORD RELEASES

NAME	AUTHORIZATION DOLLAR LIMIT	PHONE NUMBER
**** ALL USERS AUTHORIZED ****	\$750,000.00	



**** LAST OF DOCUMENT ****

CITY AND COUNTY OF SAN FRANCISCO

BLANKET PURCHASE ORDER - NON-PURCHASING
DPW - ARCHITECTURE

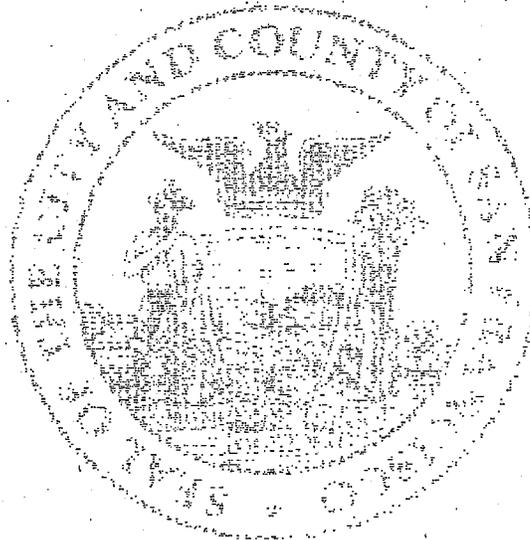
BPO ID: BPAT11000016

PRINT DATE: 01/26/2012

PAGE: 03

USERS AUTHORIZED TO RECORD RELEASES

NAME	AUTHORIZATION DOLLAR LIMIT	PHONE NUMBER
**** ALL USERS AUTHORIZED ****	\$750,000.00	



**** LAST OF DOCUMENT ****

Modification of Agreement #1

Consultant Contracts

This Agreement is made this 10th day of January, 2012, in the City and County of San Francisco.
Whereas, the City & County of San Francisco and Tom Eliot Fisch/Knapp Architects, JV, have entered into an Agreement to provide As-Needed Architectural Services and
Whereas, the parties now desire to modify the Agreement as described in Attachment A, now, therefore the parties agree as follows.

The City will:

Add Deduct the sum of \$ 0.00 for changes described in the referenced attachment.
 Add Subtract Zero calendar days To From the original Agreement or the latest modification as described in the referenced attachment.

In all other respects, the original Agreement and all modifications thereto shall remain in full force and effect.

CITY & COUNTY OF SAN FRANCISCO

CONSULTANT

Approved:

Tara Lamont
Tara Lamont
Bureau Head, Building Design & Construction

Tom Eliot Fisch
Name of Consultant Firm

Approved:

Mohammed Nuru
Director of Public Works
1/23/12

201 Post st., 7th floor
Address

San Francisco, CA 94108
City, State, Zip

Approved as to Form:
Dennis J. Herrera
City Attorney

Douglas Tom
By (Signature)

Dennis J. Herrera
By Deputy City Attorney

Douglas Tom, President
Type Name & Title

ATTACHMENT A – Modification #1 As-Needed Architectural Services DPW Order No. 178,844

Pursuant to Section 29 (*Subcontracting*) and Section 48 (*Modification of Agreement*) of the Agreement (DPW Order No. 178,884) between the City & County of San Francisco and Tom Eliot Fisch /Knapp Architects, JV, the following subconsultant shall be added to the Consultant's team:

1. Hood Design

Hood Design (HD) shall perform services related to the Artist in Residence and Landscape Design for the Bayview Opera House. Stephen Wheeler Landscape Architects, the listed Landscape Architects of the Agreement, have declined to perform work on the Bayview Opera House due to scheduling conflicts and previous workload commitments.

Company information for HD is included in Attachment B.

The positions and billing rates for Hood Design are as follows:

Job Title	Billing Rate (\$/hr)
Principal	\$225.00
Project Manager	\$125.00
Designer I	\$125.00
Designer II	\$75.00
Draftsperson	\$35.00

Total Contract Amount to Date not to exceed \$750,000 and completion date remains September 1, 2015, only for CSO's authorized and issued by September 1, 2013.

Attachment A stipulates that the following sections (below) shall be incorporated into the Agreement between the City & County of San Francisco and Tom Eliot Fisch /Knapp Architects, JV. All terms and conditions of the Agreement that are not changed, altered or modified by this Modification #1 shall remain in full force and effect.

63. Automated Clearing House (ACH) "electronic" payments

The City will issue payments to Contractor through the City's electronic payment system called PayMode-X®. Contractor acknowledges and agrees to receive payment electronically through this system. Contractor shall not be entitled to any additional cost or charge under this Contract for using or failing to use the electronic payment system. Nor shall Contractor be entitled to any additional cost or charge for delays or failures of the electronic payment system to complete a payment transaction.

Appendix A – Description of Services:

Contractor/consultant, by executing this agreement, understands that the policy of the Department of Public Works is to create subcontracting opportunities for HRC certified Local Business Enterprises whenever possible and it agrees that it shall maximize its efforts to meet and/or exceed the subcontracting participation goals established for this contract.

THIS SECTION INTENTIONALLY LEFT BLANK

FIRM DESCRIPTION 2011

Hood Design

HOOD Design, Oakland, California, is a cultural practice committed to creating environments in which people live work and play. The studio practice engages urban landscape where collective densities of inhabitants share physical, social, political and economic resources. This multidimensional context is the setting for the development of powerful sculpted expressions that explore site specific social and environmental processes. Landscapes and built elements emerge as improvised acts, familiar yet reshaped into something new.

Practice

The firm's principal, Walter Hood, is a Professor and former chair of the Landscape Architecture and Environmental Planning program at the University of California, Berkeley. His area of teaching and research, American urban landscape theory and design, is intertwined with the studio practice forging a didactic approach to projects. Projects range from the scale of the art object, to the neighborhood and city.

Process

Hood Design Studio is committed to the development of environments which reflect their place and time specifically through how people inhabit various geographies. Our interest in the re-construction of urban landscapes seeks to build palimpsest by developing new elements, spatial forms and objects which validate their existing familiar context. The Studio utilizes 'research' in lieu of standardized analytical practices. Project research includes archival and oral histories, physical, environmental and social patterns and practices, to uncover familiar and untold stories. These practices are layered together through an idiosyncratic improvisational design process that builds on architecture and urbanism's rich tradition which yields familiar, yet new spaces, forms and elements. They assimilate the past and look forward into the future.

FIRM DESCRIPTION 2011

WALTER J. HOOD JR.

Education

Distinguished Master of Fine Arts <i>The School of the Art Institute of Chicago</i>	Chicago, IL 2010
Master of Landscape Architecture <i>University of California, Berkeley</i>	Berkeley, CA 1989
Master of Architecture <i>University of California, Berkeley</i>	Berkeley, CA 1989
Bachelor of Science in Landscape Architecture <i>North Carolina A&T State University</i>	Greensboro, NC 1981

Studio

Principal <i>Hood Design</i>	Oakland, CA 1993 - present
--	-------------------------------

Academic Appointments

Professor, Department of Landscape Architecture <i>University of California, Berkeley</i> Current Courses: ED11b, LA134a	Berkeley, CA 1990 - present
Chair, Department of Landscape Architecture and Environmental Planning <i>University of California, Berkeley</i>	Berkeley, CA 1998-2002
Visiting Scholar <i>University of Karlsruhe</i>	Karlsruhe, Germany Summer 2000
Visiting Scholar <i>Harvard University Graduate School of Design</i>	Karlsruhe, Italy Spring 1995
Resident Instructor in Urban Design <i>International Laboratory of Architecture and Urban Design</i>	Urbino, Germany Summer 1991-2

Awards

Goldman Sachs Fellowship <i>Smithsonian Institution</i>	Washington, DC 2011
President's Park South Design Competition - Finalist <i>National Capital Planning Commission</i>	Washington, DC 2011
Robert Taylor Fellowship <i>MIT Fellowship</i>	Cambridge, MA 2011
Stuckeman Chair <i>Penn State, Stuckeman School of Architecture and Landscape Architecture</i>	University Park, PA Spring 2011
Parsons SCE Kalil Fellow <i>Parsons the New School for Design</i>	New York, NY Spring 2011
USA Character Approved Honoree <i>NBC Universal USA</i>	USA 2011
AIA Award for Collaborative Achievement <i>AIA</i>	CA 2011
Master of Design <i>Fast Company</i>	New York, NY 2010
University at Buffalo Solar Park Competition <i>Landscape Design</i>	Buffalo, NY 2010
Venice Biennale Bid Winner <i>The High Museum Atlanta Georgia</i>	Venice, Italy 2010
Cooper-Hewitt National Design Award <i>Landscape Design</i>	Washington, DC 2009
First Prize, Pittsburgh Garden Passage Design Competition <i>Pittsburgh Garden Passage, New Penguins Arena</i>	Pittsburgh, PA 2009
Black History Month Award <i>KQED</i>	San Francisco, CA 2009

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Educator Fellowship, Art About Place For-Site Foundation	San Francisco, CA 2007
First Prize with Huff Gooden Architects <i>Virginia Key Beach Museum Competition</i>	Miami, FL 2005
Merit Award, ASLA Northern California Chapter <i>Oakland Waterfront</i>	Oakland, CA 2005
Top Honor Award, Excellence on the Waterfront <i>Oakland Waterfront</i>	Oakland, CA 2004
APWA Distinguished Project of the Year Award <i>Splash Pad Park</i>	Oakland, CA 2004
Mayor's Proclamation "Walter Hood Day" Pioneering Achievements in Urban Landscape Design <i>City of Oakland</i>	Oakland, CA 2004
National Award of Honor, Baldwin Hills Master Plan 2001 ASLA	Los Angeles, CA 2003
Merit Award, ASLA Southern California Chapter <i>Baldwin Hills Master Plan 2001</i>	Los Angeles, CA 2003
Best of the Best, California Park and Recreation Society <i>Lafayette Square Park</i>	Oakland, CA 2002
Place Design Award, EDRA/Places, Third Annual Award <i>Lafayette Square Park</i>	Oakland, CA 1999
Rome Prize in Landscape Architecture <i>The American Academy in Rome</i>	Rome, Italy 1996-7
Merit Award, Research, ASLA <i>"Urban Diaries" and "Jazz and Blues Landscape Improvisations"</i>	Los Angeles, CA 1994
Community Development Award Mount Vernon Riverfront Plan <i>State of Washington</i>	WA 1988
Merit Award, Design Arts Competition <i>University of California Arboretum at Davis</i>	Davis, CA 1988
ASLA Certificate For Excellence, Study of Landscape Design ASLA	CA 1987
Thomas Church Design Award for Excellence in Landscape Design <i>Department of Landscape Architecture, Berkeley</i>	Berkeley, CA 1987

Selected Projects

Fuzhou Tower SOM	Fuzhou, China 2011-Present
Broad Museum DSR	Los Angeles, CA 2011-Present
Center for Civil and Human Rights CCHR	Atlanta, GA 2011-Present
Crenshaw Transit Corridor Metro	Los Angeles, CA 2010-Present
Norfolk End of Massive Resistance Public Art <i>Cultural Affairs Public Art</i>	Norfolk, VA 2011-Present
Telegraph Hill & Union Street Residential Gardens <i>Mitch Menaged</i>	San Francisco, CA 2011-Present
Powell Street Promenade <i>Venables Bell and Partners, Audi</i>	San Francisco, CA 2011
University at Buffalo Solar Array <i>University at Buffalo</i>	Buffalo, NY 2010-Present
Port of Los Angeles Wilmington Waterfront Development Part of LA	Los Angeles, CA 2010-Present
Hunter's Point Public Art <i>City of San Francisco</i>	San Francisco, CA 2010-2011
National Museum of Wildlife Art <i>National Museum of Wildlife Art</i>	Jackson, WY 2009-Present
California African American Museum <i>California African American Museum</i>	Los Angeles, CA 2009-Present

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Center Street Plaza <i>Ecocity Builders</i>	Berkeley, CA 2009-2010
Pittsburgh Garden Passage <i>Sports Exhibition Authority</i>	Pittsburgh, PA 2009
Greenprint, Find the Rivers! <i>Pittsburgh Parks Conservancy</i>	Pittsburgh, PA 2009
San Francisco Mint Museum <i>HOK</i>	San Francisco, CA 2009
MacArthur Transit Village <i>BUILD</i>	Oakland, CA 2009
7th Street Transit Village <i>City of Oakland</i>	Oakland, CA 2008-Present
Foster Homestead and Burial Ground, South Lawn <i>University of Virginia</i>	Charlottesville, VA 2008
I-880/ Coleman Avenue Gateway, San Jose Airport <i>San Jose Public Art Program</i>	San Jose, CA 2007
Abraham Lincoln Brigade Memorial with Anne Chamberlain <i>Abraham Lincoln Brigades/ San Francisco Public Art</i>	San Francisco, CA 2007
Phillip Lifeways Plan <i>Spoletto Art Program</i>	Charleston, SC 2006
Lion Creek Crossing Park <i>EBALC</i>	Oakland, CA 2006
Poplar Street <i>City of Macon</i>	Macon, GA 2005
Yerba Buena Lane with Office of Cheryl Barton <i>Spoletto Art Program</i>	San Francisco, CA 2005
West Oakland Historic Train Depot Plaza <i>City of Oakland</i>	Oakland, CA 2005
New de Young Museum Landscape Design with Herzog & Meuron Architects <i>Fine Arts Museum of San Francisco</i>	San Francisco, CA 2005
East Bay Waterfront Trail with EDAW and Associates <i>City of Oakland</i>	Oakland, CA 2004
Splash Pad Park <i>City of Oakland</i>	Oakland, CA 2004
Autry National Center/ Southwest Museum Landscape <i>Autry Nation Museum of the American West</i>	Oakland, CA 2002-
Baldwin Hills Park Master Plan with Mia Lehrer & Associates <i>State of California</i>	Los Angeles, CA 2001
North Richmond Urban Design and Transportation Plan <i>City of Richmond, Contra Costa County and Metropolitan Transportation Commission</i>	Richmond, CA 2000
Richmond Neighborhood Prototype Project <i>City of Richmond</i>	Charleston, SC 1999-2000
Lafayette Square Park <i>City of Oakland</i>	San Francisco, CA 1999
Courtland Creek Park <i>Oakland Parks and Recreation</i>	Oakland, CA 1990-7
Framework for Oakland Public Art Program <i>Oakland Cultural Arts with Hasrah and Coburn</i>	Oakland, CA 1992-3
Osaka/San Francisco Sister City Garden <i>Spoletto Art Program</i>	Osaka, Japan 1990

Exhibitions

Masters of Design <i>Fast Company</i>	Manhattan, NY Fall, 2010
Canned Spinach and Garden Sculpture Exhibits <i>Oakland Museum of California</i>	Oakland, CA Fall, 2010
Learning Modern <i>School of the Art Institute of Chicago</i>	Chicago, IL Sep.24 2009- Jan. 9 2010

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2+2, Hood Design and Reed Hilderbrann <i>University of Texas, Austin</i>	Austin, TX Nov-Jan. 2006
Groundworks: Environmental Collaboration in Contemporary Art <i>San Jose Public Art Program</i>	Location, CA Oct 14 - Dec 11 2005
"Recent Work" <i>Department of Architecture, Ohio State University</i>	Columbus, OH Spring 2005
Eucalyptus Soliloquy <i>Cornerstone Gardens, Awakenings</i>	Sonoma, CA 2004-5
Open, New Designs For Public Space <i>Van Allen Institute</i>	New York, NY Spring 2003
BACCA 1010, Landscape Paintings <i>Berkeley</i>	Berkeley, CA Oct 6-26, 2001
Revelatory Landscape Paintings with Douglas Hollis and Ollie Wilson <i>SFMOMA Exhibition and Installation</i>	Oakland, CA May -Nov. 2001
Project Row Housing, "Awakenings" <i>Rice University</i>	Houston, TX Oct. -Jan. 2001
Cooper Hewitt National Design Triennial <i>Cooper Hewitt national Design Museum</i>	New York, NY May 2000
Harvard University <i>100 Year Celebration</i>	Houston, TX Jan. 2000
"Urban Diaries" <i>University Art Museum</i>	Berkeley, CA Mar. -Jun. 1995
"Dooryard Blues and Green Jazz" <i>University of California, Berkeley</i>	Berkeley, CA April 1994
"Landscape Improvisations" <i>North Carolina A&T State University, Carver Hall</i>	Greensboro, NC April 1-8 1994
"Site Specific Installations" Improvisational Landscapes <i>California Crafts Museum, Ghirardelli Square</i>	San Francisco, CA June 20-7, 1993
"The Oakland Chronicles" African American Historical and Cultural Society <i>Fort Mason</i>	San Francisco, CA Apr. 15- May 20, 1993

Competitions

President's Park South Design Competition - Finalist <i>National Capital Planning Commission</i>	Washington, DC 2011
First Prize, University at Buffalo Solar Array Competition <i>University at Buffalo</i>	Buffalo, NY 2010-Present
Top Honor Award, Excellence on the Waterfront <i>Oakland Waterfront</i>	Oakland, CA 2004
First Prize, Poplar Street Civic Design Competition <i>Poplar Street</i>	Macon, GA 1998

Reviews/Publications

Carrot City: Creating Places for Urban Agriculture <i>The Monocelli Press</i>	2011
"Designers Take Flight: Featuring Walter Hood" <i>Architectural Digest, Delta</i>	November 2011
"Studio Visit: Hood Design" <i>Architect Magazine</i> http://www.architectmagazine.com/landscape-architecture/hood-design.aspx	June 2011
"Walter Hood to Design Solar-Panel Wonderland in Buffalo" <i>Fast Company</i> http://www.fastcompany.com/1627845/walter-hood-to-design-solar-panel-wonderland-in-buffalo	April 2010
"Bauhaus Curriculum" <i>Art in America Magazine</i> http://www.artinamericamagazine.com/features/bauhaus-curriculum/print/	December 2009
"50 Cent' Community Garden in New York opened" <i>Concept and Form, The International Review of Landscape Architecture and Urban Design</i>	

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http://www.cityfarmer.info/2008/12/19/curtis-50-cent-jackson-community-garden-opening-celebration/	2008
"Healthy Spaces, for People and the Earth"	
The New York Times, Home and Garden	
http://www.nytimes.com/2008/11/10/6/garden/06garden.html	November 2008
"Reimagining Center Street"	
Places, Forum of Design for the Public Realm	
http://places.designobserver.com/media/pdf/Research_and_D_502.pdf	November 2008
"Learning Mind Experience into Art"	
SAIC, p.165-173	2008
"Walter's World"	
Landscape, p. 10	May 2006
"Functional Urban Fantasies"	
Design for Living, pp. 63-66	Spring 2006
"The People's Park"	
Dwell, pp. 186-88	
http://www.dwell.com/articles/the-peoples-park.html	April 2006
"Eucalyptus Soliloquy"	
Landscape Architecture Magazine, pp. 97	February 2006
"Land's Sake"	
San Francisco Magazine, pp. 40-41	January 2006
"Reading Another Landscape"	
Spoletto, pp. 115-117	
http://www.marjanecob.org/sub_pages/writings/writing_site/hood-interview.html	2005
"The Peace Maker"	
Metropolis, pp. 118-123	
http://www.metropolismag.com/story/20050725/the-peace-maker	2005
"Outdoor Rooms: New Castles Over Sand" and "Sitting or Standing, an Ovation."	
San Francisco Chronicle, G6, p. 28	
http://www.sfgate.com/cgi-bin/article.cgi?f=/cfa/2005/10/12/HOGBCF49991.DTL	October 12, 2005
"Furniture Plays an Artful Role at the New de Young"	
San Francisco Chronicle, G6, p. 28	
http://www.sfgate.com/cgi-bin/article.cgi?f=/cfa/2005/10/12/HOGB3BF3HQ91.DTL	October 12, 2005
"Walter Hood in I nuovi paesaggi"	
Lotus Navigator, no. 2	October 12, 2005
"Museum Quality"	
Azure Magazine, p. 28	October 2005
"Low Cost Housing or the House that Roared: Lar Lerup, Walter Hood, and Luke Bulman"	
16 Houses, Designing the Public's Private House, pp. 118-124	October 12, 2005
"A Green Ribbon to Create a New Urban Dynamic"	
University of Karlsruhe	Summer 2005
"Painting a New Landscape – An exhibitionist museum, tower, and gardens expand the notion of museum space"	
San Francisco Chronicle, pp. 18-23	
http://articles.sfgate.com/2005-10-09/living/17394717_1_museum-separate-pavilions-city-owned-museum	November 2005
"The Rebirth of Space"	
Oakland Magazine, pp. 66-7	March-April, 2005
"Landscape Design Revitalizes Urban Communities"	
Crisis Magazine, p. 10	September 2004
"Park Concept a Good Plan for Poplar Street Revamp"	
San Francisco Chronicle, G6, p. 28	September 23, 2004
"Urban Hood Really Makes the Neighborhood"	
New Amsterdam News	September 12, 2004
"Avant Green: Landscaping as a Fine Art, Eucalyptus Soliloquy"	
New York Times, Art and Architecture	August 2004
"Blackmen on the Cutting Edge: Walter Hood"	
Ebony Magazine, p. 158	June 2004
"He Measures Oakland's Beat, and Parks Bloom in Return"	
The New York Times, cover, pp.1	March 24, 2004
"Designing Spaces, Connecting Lives: Architect Honored for his Impact on Urban Landscapes"	

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<i>San Francisco Chronicle</i> , p. 85	April 24, 2004
"Places with a Future: Water Table"	
<i>Spoletto Festival USA</i> , p. 126	2004
"Popular Street"	
<i>Open</i> , pp. 42-43	2004
"Awakening: Quilt Top Patterns in the Third Dimension"	
<i>ROW</i> , pp. 70-89	2004
"Looking at the Big Picture in the Park: Making Gardens Relate to Building at the New de Young"	
<i>San Francisco Chronicle</i> , G6, p. 28	July 26, 2003
"Hortus Ludens, The Cornerstone Garden Festival Brings Chaumont to Northern California"	
<i>Landscape Architecture Magazine</i> , pp. 94-105	June 2003
"Horizontalilty: Spreads and Densities in the Emergent Landscape"	
<i>Lotus International</i>	2003
"Low-Cost House, or the House that Roared Lars Lerup"	
<i>16 Houses</i> , pp. 118-124	2003
"Baldwin Hills and Shared Wisdom"	
<i>Landscape Architecture Magazine</i>	May 2002
"Designs from Neighbor Hood"	
<i>San Francisco Chronicle</i>	March 4, 2001
"A Bold Act of Faith: Inclusive Design at Lafayette Square"	
<i>Places</i>	Winter 2001
"Lafayette Square"	
<i>Places</i>	Winter 2001
"Talking Gardens with Walter Hood"	
<i>Fine Arts</i> , pp. DY 12- DY 17	Fall/Winter 2002
"Landscape in Blue: Entropy in the Landscape"	
<i>Revelatory Landscapes</i> , pp. 46-53	2001
"Walter Hood and Previous Work"	
<i>San Francisco Museum of Modern Art</i>	2001
"Macon Yards"	
<i>Design Culture Now, National Design Triennial</i>	2000
"Walter Hood Tames the New de Young"	
<i>Metropolis Magazine</i> , pp. 118-23	Summer 2000
"Teachers Who Practice"	
<i>Landscape Architecture Magazine</i>	May 2000
"Open Space as Common Ground"	
<i>Headlands Center for the Arts</i> , pp. 33-40	2000
"A Blighted Street's Revitalization Begins in Macon, Georgia"	
<i>San Francisco Chronicle</i> , G6, p. 28	March 1998
"Critical Review off Landscape Art and Garden Designs"	
<i>Land Forum</i>	Spring 1997
"Public Spaces in the Balance"	
<i>Landscape Architecture Magazine</i>	February 1995
"Blues & Jazz Landscape Improvisations"	
<i>Faltron Press</i>	1993

Grants

Mexus Grant

En-Meshing Mexico City: Final Graduate Studio

LEF Foundation Development Grant

National Endowment of the Arts, Individual Project Grant

Pittsburgh Garden Passage New Penguins Arena

Mexico City, Mexico

Spring 2010

Oakland, CA

summer 1994

Pittsburgh, PA

1992

3916 FILBERT street
studio 2
OAKLAND, CA
94608
510.595 0688
510.595 1486 fax



NOTICE OF AGREEMENT

Contractor: Tom Eliot Fisch/Knapp Architects, JV
201 Post Street, 7th Floor
San Francisco, CA 94108

Project: As-Needed Architectural Services

Job No.: To Be Assigned As-Needed

Term: 09/02/10 - 09/01/15; only for CSO's authorized and certified by 09/01/13.

DPW Order No.: 178,844

Contract Purchase Order: To be assigned on an as-needed basis.

Edward D. Reiskin
Director of Public Works

Carina Carlos
by: *for* Gordon Choy
Division Manager, Contract Administration
October 22, 2010

cc: Bob Nist, BOA

attachments: Appointment
Agreement
Blanket Purchase Order BPAT11000016

GEC:cc

CITY AND COUNTY OF SAN FRANCISCO

BLANKET PURCHASE ORDER - NON-PURCHASING
DPW - ARCHITECTURE

BPO ID: BPAT11000016 PRINT DATE: 10/22/2010 PAGE: 01

TO: TOM ELIOT FISCH - KNAPP ARCHITECTS JV
201 POST STREET, 7TH FLR
SAN FRANCISCO CA 94108

CONTACT: DOUGLAS TOM, MANAGIN
VENDOR PHONE: (415) 391-7918
VENDOR ID : 80436

SHIP TO:
THIS IS NOT AN ORDER
SEE SPECIFIC ORDERS AGAINST THIS
BLANKET FOR SHIP TO ADDRESS

PLEASE REFER ALL QUESTIONS
CONCERNING THIS DOCUMENT TO
THE ASSIGNED PURCHASER
LISTED BELOW

ITB ID	F O B POINT	EFF DATE	EXP DATE	DISCOUNT TERMS	CONTRACT AMOUNT
	DESTINATION	09/02/10	09/01/2015	NET 30	\$750,000.00

PURCHASING AUTHORITY: PROFSERV-BID Edward D. Reiskin, Director of Public Works

APPROVED OCT 22 2010

SIGNATURE OF AUTHORIZED PURCHASER: By *Jocelyn Quintos*
Jocelyn Quintos, Business Services Div Manager

DATE : _____

PHONE : _____

TERMS:

MASTER AGREEMENT DPW#178,844 CM: BOB NIST, BOA: 557-4757
(NON-PURCHASER'S BPO, FOR ON-LINE APPROVAL ONLY)
INDIVIDUAL CONTRACT SERVICE ORDERS WILL BE ASSIGNED ON AN AS-NEEDED
BASIS.

PROVIDE AS-NEEDED ARCHITECTURAL SERVICES

TERM: 09/02/10 THROUGH 09/01/15; NEW CSOS CAN ONLY BE AUTHORIZED AND
CERTIFIED UNTIL 09/01/13.

PSC# 4095-09/10; APPROVED 03/01/2010.

INSURANCE REQUIREMENTS: G/L: \$1M; A/L: \$1M; W/C: \$1M; P/L: \$1M

**** CONTINUE ****

CITY AND COUNTY OF SAN FRANCISCO

BLANKET PURCHASE ORDER - NON-PURCHASING
DPW - ARCHITECTURE

BPO ID: BPAT11000016

PRINT DATE: 10/22/2010

PAGE: 02

ITEM	COMMODITY ID	MAX QUANTITY	U/M	UNIT COST	MAX COST
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1	7210-10		JB		
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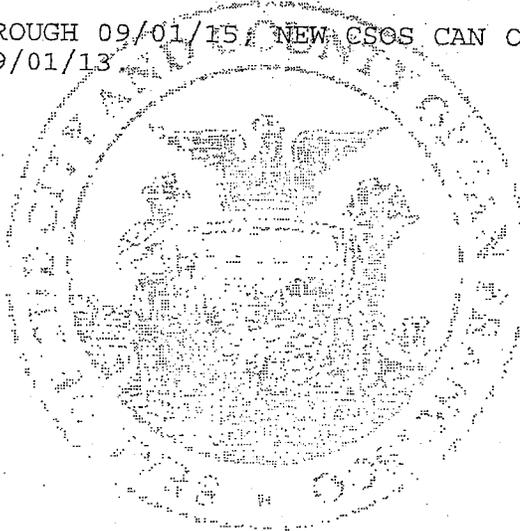
SVC, ARCHITECTURE; GENERAL

MASTER AGREEMENT DPW#178,844 CM: BOB NIST, BOA: 557-4757
(NON-PURCHASER'S BPO, FOR ON-LINE APPROVAL ONLY)

PROVIDE AS-NEEDED ARCHITECTURAL SERVICES

PSC# 4095-09/10; APPROVED 03/01/2010.

TERM: 09/02/10 THROUGH 09/01/15; NEW CSOS CAN ONLY BE AUTHORIZED AND
CERTIFIED UNTIL 09/01/13



**** END OF ITEM LIST ****

CITY AND COUNTY OF SAN FRANCISCO
BLANKET PURCHASE ORDER - NON-PURCHASING
DPW - ARCHITECTURE

BPO ID: BPAT11000016

PRINT DATE: 10/22/2010

PAGE: 03

USERS AUTHORIZED TO RECORD RELEASES

NAME	AUTHORIZATION DOLLAR LIMIT	PHONE NUMBER
**** ALL USERS AUTHORIZED ****	\$750,000.00	



**** LAST OF DOCUMENT ****

City and County of San Francisco



Gavin Newsom, Mayor
Edward D. Reiskin, Director



(415) 554-6920
FAX (415) 554-6944
<http://sfdpw.org>

Department of Public Works
Office of the Director
1 Dr. Carlton B. Goodlett Place, Room 348
San Francisco, CA 94102

DPW Order No: 178,844

**CITY AND COUNTY OF SAN FRANCISCO
DEPARTMENT OF PUBLIC WORKS
APPOINTMENT**

Contractor: Tom Eliot Fisch/Knapp Architects, JV
201 Post Street, 7th Floor
San Francisco, CA 94108

is appointed to provide As-Needed Architectural Services.

Payment will be made upon submission of approved invoices based upon work performed satisfactorily. Total cost not to exceed \$750,000.00. Estimated completion date is September 1, 2015 (only for CSOs authorized and certified by September 1, 2013).

Contractor shall indemnify and hold harmless the City & County of San Francisco, its officers and employees and furnish certificates of insurance directly protecting himself, any subcontractors and the City & County of San Francisco. The City & County of San Francisco, its officers, agents and employees shall be named as additional insureds and insurance shall be for:

Commercial General Liability (bodily injury and property damage)	\$1,000,000 Single Limit
Business Automobile Liability (bodily injury and property damage)	\$1,000,000 Single Limit
Workers' Compensation; Employers' Liability	\$1,000,000 Per Claim
Professional Liability	\$1,000,000 Per Claim

The Accounting Division Manager, Department of Public Works, shall issue CONTRACT PURCHASE ORDERS to the Contractor on an as-needed basis upon receipt of complete Contract Service Orders (CSO's) and/or OFFMA-81's (Request For Contract Action) from the funding source shown on each respective CSO and/or OFFMA-81.

DISTRIBUTION:
Tom Eliot Fisch/Knapp Architects, JV
Tony Leung, BOA
Robert Nist, BOA
James Whelly, First Source Hiring Administrator, 3120 Mission St.

GEC:cc

Approved: September 2, 2010
[Click here to sign this section](#)

Valid signature - Signed by Carlson, Robert [Show Details](#) Remove
Thursday, September 02, 2010 2:58:15 PM

Valid signature - Signed by Nuru, Mohammed [Show Details](#) Remove
Thursday, September 02, 2010 3:02:30 PM

Powered by: InfoPath Forms Services

RECEIVED
DPW
CONTRACT ADMINISTRATIONS
10 SEP -2 PM 3:06

City and County of San Francisco
Department of Public Works
875 Stevenson Street, Room 420
San Francisco, California 94103

Agreement between the City and County of San Francisco and

Tom Eliot Fisch/Knapp Architects, JV
201 Post Street, 7th Floor
San Francisco, CA 94108

This Agreement is made this 2nd day of September, 2010, in the City and County of San Francisco, State of California, by and between: Tom Eliot Fisch/Knapp Architects, JV, 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 Public Works, hereinafter referred to as "Director"

Recitals

WHEREAS, the Department of Public Works ("Department") wishes to provide As-Needed Architectural Services; and issued an award of contract DPW Order #178,844 dated effective September 2, 2010; and,

WHEREAS, a Request for Proposal ("RFP") was issued on 1/12/2010, 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 4095-09/10 on 3/01/2010;

Now, THEREFORE, the parties agree as follows:

Definitions

Where any word or phrase defined below, or a pronoun used in place thereof, is used in any part of this Agreement and Specifications, it shall have the meaning herein set forth.

- AUTHORIZATION Contract Order of the City and County of San Francisco properly executed by the Director, Director of Purchasing, and Director of Administrative Services, and certified by the Controller for the specific funding of this Agreement or any modification thereof.
- CITY ADMINISTRATOR City Administrator of the City and County of San Francisco.
- CITY City and County of San Francisco, a municipal corporation.
- CONTRACTOR Tom Eliot Fisch/Knapp Architects, JV
- CONTROLLER Controller of the City and County of San Francisco.

CSO	Contract Service Order authorizing and directing work to be performed under this Master Agreement, issued at the City's sole discretion.
DIRECTOR	Director of Public Works of the City and County of San Francisco.
WORK	The work to be done in providing the services under a CSO as described and specified in Appendix A.

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 the date of award, September 2, 2010, to September 1, 2015 (only for CSOs authorized and certified by September 1, 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 generally provided for in Appendix A, "Description of Services," attached hereto and incorporated by reference as though fully set forth herein. Contractor acknowledges and agrees that all services performed under this Agreement shall be on an "if-and-as-needed" basis. The City shall authorize services only under approved Contract Services Orders (CSOs). The CSOs shall specify the scope, the duration, and the fee for the particular services to be provided.

5. Compensation

The City shall compensate the Contractor only for those services performed under authorized CSOs. The Contractor acknowledges and agrees that no minimum compensation is assured under this Agreement.

Compensation shall be made in monthly payments on or before the 15th day of each month for work, as set forth in Section 4 of this Agreement, that the Director of Public Works, 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 \$750,000.00 (SEVEN HUNDRED AND FIFTY DOLLARS). The breakdown of costs associated with this Agreement appears in Appendix D, "Fee Schedule and Billing Rates," 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 Public Works** 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.

The Controller is not authorized to pay invoices submitted by Contractor prior to Contractor's submission of HRC Progress Payment Form. If Progress Payment Form is not submitted with Contractor's invoice, the Controller will notify the department, the Director of HRC and Contractor of the omission. If Contractor's failure to provide HRC Progress Payment Form is not explained to the Controller's satisfaction, the Controller will withhold 20% of the payment due pursuant to that invoice until HRC Progress Payment Form is provided. Following City's payment of an invoice, Contractor has ten days to file an affidavit using HRC Payment Affidavit verifying that all subcontractors have been paid and specifying the amount.

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 three times the amount of damages which the City sustains because of the false claim. A contractor, subcontractor or consultant who submits a false claim shall also be liable to the City for the costs, including attorneys' fees, of a civil action brought to recover any of those penalties or damages, and may be liable to the City for a civil penalty of up to \$10,000 for each false claim. 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. Disallowance

If Contractor claims or receives payment from City for a service, reimbursement for which is later disallowed by the State of California or United States Government, Contractor shall promptly refund the disallowed amount to City upon City's request. At its option, City may offset the amount disallowed from any payment due or to become due to Contractor under this Agreement or any other Agreement. By executing this Agreement, Contractor certifies that Contractor is not suspended, debarred or otherwise excluded from participation in federal assistance programs. Contractor acknowledges that this certification of eligibility to receive federal funds is a material terms of the Agreement.

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

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) Professional liability insurance, applicable to Contractor's profession, with limits not less than \$1,000,000 each claim with respect to negligent acts, errors or omissions in connection with professional services to be provided under this Agreement.

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

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

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

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

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

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

f. Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in

such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limits specified above.

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

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

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

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

16. Indemnification

a. **General.** To the fullest extent permitted by law, Contractor shall assume the defense of (with legal counsel subject to approval of the City), indemnify and save harmless the City, its boards, commissions, officers, and employees (collectively "Indemnitees"), from and against any and all claims, loss, cost, damage, injury (including, without limitation, injury to or death of an employee of the Contractor or its subconsultants), expense and liability of every kind, nature, and description (including, without limitation, incidental and consequential damages, court costs, attorneys' fees, litigation expenses, fees of expert consultants or witnesses in litigation, and costs of investigation), that arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, the negligence, recklessness, or willful misconduct of the Contractor, any subconsultant, anyone directly or indirectly employed by them, or anyone that they control (collectively, "Liabilities").

b. **Limitations.** No insurance policy covering the Contractor's performance under this Agreement shall operate to limit the Contractor's Liabilities under this provision. Nor shall the amount of insurance coverage operate to limit the extent of such Liabilities. The Contractor assumes no liability whatsoever for the sole negligence, active negligence, or willful misconduct of any Indemnitee or the contractors of any Indemnitee.

c. **Copyright infringement.** Contractor shall also indemnify, defend and hold harmless all Indemnitees from all suits or claims for infringement of the patent rights, copyright, trade secret, trade name, trademark, service mark, or any other proprietary right of any person or persons in consequence of the use by the City, or any of its boards, commissions, officers, or employees of articles or services to be supplied in the performance of Contractor's services under this Agreement. Infringement of patent rights, copyrights, or other proprietary rights in the performance of this Agreement, if not the basis for indemnification under the law, shall nevertheless be considered a material breach of contract.

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 Public Works
Division of Contract Administration
875 Stevenson Street, Room 420
San Francisco, CA 94103

To Contractor: Tom Eliot Fisch/Knapp Architects, JV
201 Post Street, 7th Floor
San Francisco, CA 94108.

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 120 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 120 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

1) 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.

2) Subcontracting Goals

The LBE subcontracting participation goal for this contract is **20%**. Contractor shall fulfill the subcontracting commitment made in its bid or proposal. Each invoice submitted to City for payment shall include the information required in the HRC Progress Payment Form and the HRC Payment Affidavit. Failure to provide the HRC Progress Payment Form and the HRC Payment Affidavit with each invoice submitted by Contractor shall entitle City to withhold 20% of the amount of that invoice until the HRC Payment Form and the HRC Subcontractor Payment Affidavit are provided by Contractor. Contractor shall not participate in any back contracting to the Contractor or lower-tier subcontractors, as defined in the LBE Ordinance, for any purpose inconsistent with the provisions of the LBE Ordinance, its implementing rules and regulations, or this Section.

3) Subcontract Language Requirements

Contractor shall incorporate the LBE Ordinance into each subcontract made in the fulfillment of Contractor's obligations under this Agreement and require each subcontractor to agree and comply with provisions of the ordinance applicable to subcontractors. Contractor shall include in all subcontracts with LBEs made in fulfillment of Contractor's obligations under this Agreement, a provision requiring Contractor to compensate any LBE subcontractor for damages for breach of contract or liquidated damages equal to 5% of the subcontract amount, whichever is greater, if Contractor does not fulfill its commitment to use the LBE subcontractor as specified in the bid or proposal, unless Contractor received advance approval from the Director of HRC and contract awarding authority to substitute subcontractors or to otherwise modify the commitments in the bid or proposal. Such provisions shall also state that it is enforceable in a court of competent jurisdiction. Subcontracts shall require the subcontractor to maintain records necessary for monitoring its compliance with the LBE Ordinance for a period of three years following termination of this contract and to make such records available for audit and inspection by the Director of HRC or the Controller upon request.

4) Payment of Subcontractors

Contractor shall pay its subcontractors within three working days after receiving payment from the City unless Contractor notifies the Director of HRC in writing within ten working days prior to receiving payment from the City that there is a bona fide dispute between Contractor and its subcontractor and the Director waives the three-day payment requirement, in which case Contractor may withhold the disputed amount but shall pay the undisputed amount. Contractor further agrees, within ten working days following receipt of payment from the City, to file the HRC Payment Affidavit with the Controller, under penalty of perjury, that the Contractor has paid all subcontractors. The affidavit shall provide the names and addresses of all subcontractors and the amount paid to each. Failure to provide such affidavit may subject Contractor to enforcement procedure under Administrative Code §14B.17.

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 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 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.

62. Supplementary Special Conditions

Electronic Contract Service Order Approval Processing

Contract Service Order (CSO) awards and modifications will be processed and approved electronically utilizing the Microsoft SharePoint© software. Participating contractors and consultants agree to execute CSOs electronically after, 1) executing a Confidentiality Agreement provided by the City on behalf of its company, 2) having all authorized company representatives that will execute CSOs complete training on using this electronic approval system (training to be provided by the City at no expense to contractors and consultants), and 3) submitting a completed executed User Access Setup form for each company representative using the electronic CSO approval system. Contractors and consultants

shall also agree to immediately notify the City of any changes to authorized users of this CSO approval system.

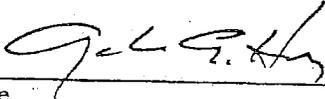
THIS SECTION INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day first mentioned above.

CITY

CONTRACTOR

Recommended by:

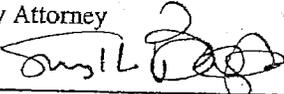


Signature

Gary Hoy

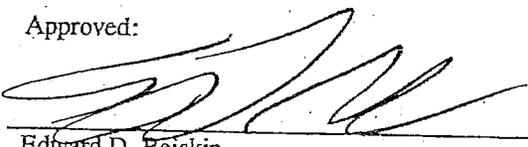
City Architect & Bureau Manager
Bureau of Architecture

Approved as to Form:
Dennis J. Herrera
City Attorney

By 

Deputy City Attorney

Approved:



Edward D. Reiskin
Director of Public Works

Tom Eliot Fisch/Knapp Architects, JV

Name

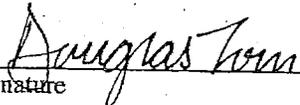
201 Post Street, 7th Floor

Address

San Francisco, CA 94108

City State Zip

I have read and understood Sec. 31, 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.

By 

Signature

Douglas Tom, President

Name Title

415 391 7918

Area Code Phone Number

27-3230429

Federal Employer Number

Appendices

- A: Services to be provided by Contractor
- B: (Not used)
- C: (Not used)
- D: Calculation of Charges

Appendix A Services to be provided by Contractor

1. Description of Services

Contractor agrees to perform the following services:

The prime consultant shall provide as-needed professional design services in a coordinated and integrated fashion for each designated project, with the involvement of all disciplines necessary to execute a given scope. The prime consultant, in addition to providing the required technical expertise, shall also provide all required management and coordination of the disciplines to reliably execute the work within an assigned schedule and budget. Services requested under the as-needed contract may include one or more of the following: condition assessments, feasibility studies, architectural programming, design, construction documents on CAD, construction administration, cost estimation, scheduling, ADA compliance, historic preservation, and LEED Certification, as well as associated engineering and/or consulting services such as geotechnical, civil, structural, electrical, mechanical, elevator, fire protection, code compliance, waterproofing, roofing, landscape architecture, and facilities' furnishings/ interior design. Projects will range from full-service design/build projects requiring multiple disciplines, to projects of limited scope involving only one specialized consulting service.

Contractor/consultant, by executing this agreement, understands that the policy of the Department of Public Works is to create subcontracting opportunities for HRC certified Local Business Enterprises whenever possible and it agrees that it shall maximize its efforts to meet and/or exceed the subcontracting participation goals established for this contract.

Core Discipline Sub-consultants may be used to meet the HRC sub-consulting goal of 20%.

- Structural Engineering
- Mechanical / Plumbing Engineering
- Electrical Engineering
- Resource Efficiency, with availability of LEED Accredited Professional(s) named as a Key Personnel on the as-needed team.
- Cost Estimation

The following services represent Recommended Sub-Consultant Disciplines, in addition to the Core Sub-Consultant Disciplines listed above. Recommended Sub-Consultant Disciplines may also be used to meet the HRC sub-consulting goal. It is highly desirable to utilize LBE firms for both Core Sub-Consultant Disciplines and Recommended Sub-Consultant Disciplines in order to increase your ability to meet HRC sub-consultant goal. Recommended Sub-Consultant Disciplines includes the following....

- Building Commissioning
- Code Compliance
- Elevator Engineering
- Historic Preservation
- Interior Design
- Landscape Architecture
- Project Scheduling
- Roofing/Waterproofing
- Signage and Way Finding

- Traffic Engineering

The professional work products to be delivered may include, but are not limited to:

- Master Plans
- Environmental Reviews
- Programming and Planning Studies
- Assessments of Existing Facilities
- Green Building Evaluations
- Code Evaluations
- Utility Studies
- Design/ Construction Drawings
- Specifications
- Renderings/Models/Mock-ups
- Cost Estimates
- Project Schedules
- Building Commissioning
- Post Occupancy Evaluations
- Peer Reviews
- Technical Reports

Consultants shall provide all deliverables to the City in both hard copy and electronic files.

Typical submittal formats include, but are not limited to:

- CAD drawings in AutoCAD 2008, Architectural Desktop, and Revit
- Written documents in Microsoft Word
- Cost estimates or other numerical information in Microsoft Excel
- Schedules in Microsoft Project or Primavera;
- Pictures in JPEG or bitmap
- Web-ready documents in HTML or Adobe Acrobat

2. Reports

Contractor shall submit written reports as requested by the **Bureau of Architecture**. Format for the content of such reports shall be determined by the **Bureau of Architecture**. The timely submission of all reports is a necessary and material term and condition of this Agreement. The reports, including any copies, shall be submitted on recycled paper and printed on double-sided pages to the maximum extent possible.

3. Department Liaison

In performing the services provided for in this Agreement, Contractor's liaison with the **Department of Public Works** will be Robert Nist, Sr. Architect.

Appendix B
(Not Used)

Appendix C
(Not Used)

Appendix D
Fee Schedule and Billing Rates

Tom Eliot Fisch

Position	Direct Labor Rate (\$/hr)	Billing Rate (\$/hr)
Principal	\$58.33	\$175.00
Project Manager	\$48.33	\$145.00
Project Architect	\$48.33	\$145.00
Architect	\$40.00	\$120.00
Job Captain	\$38.33	\$115.00
Architectural Designer	\$33.33	\$100.00
Draftsperson	\$31.67	\$95.00
CAD Operator	\$31.67	\$95.00
Specification Writer	\$45.00	\$135.00
Administrative/Clerical Support	\$20.00	\$60.00

Overhead Rate = 136%

APPENDIX D
FEE SCHEDULE AND BILLING RATES

One (1) copy of the Fee Schedule must be completed for the prime consultant (provide one copy for each firm on JV team) and for each subconsultant listed in HRC Attachment 2. These fee schedules shall be bound together and submitted separately in a sealed envelope with the proposal package. The sealed envelope shall be titled "RFQ for DPW / Bureau of Architecture As Needed Design Services – Fee Schedule" with the name of the prime consultant or JV team. The sealed envelope from a selected firm will be opened after the selection process is completed. The City reserves the right to review the schedule and request for changes during contract negotiations.

Consultants must submit billing rates for all prime consultants and subconsultants on the fee schedules. Due to the wide variety of work that may arise, the City reserves the right to negotiate items not specified in the fee schedule or delete certain listed items.

All billable staff rates shall be fully burdened to include labor, benefits, taxes, overhead, profit, healthcare benefit surcharges, minimum compensation accountability surcharges, costs for obtaining insurance and bonds, employee fringe benefits, employee paid time off, employee training, support and administrative services and other ancillary charges.

Rates listed in Master Agreement shall be one single rate for the three-year duration of the contract and shall remain in effect throughout the term of the contract for both the prime consultant and subconsultant.

Final acceptance by the City shall indicate only consent to the Fee Schedule as a basis for preparation for negotiation of task specific Contract Service Orders (CSO's), applications for progress payments, and shall not constitute an agreement as to the value of each indicated item.

Information to be filled out as applicable for prime consultant(s) and for each subconsultant listed in HRC Form 2.

Name of prime consultant or subconsultant: Knapp Architects

Overhead rate*: 200 %

An audited rate is preferable but not required. Provide an itemized percentage breakdown of the items that are accounted in the overhead rate. Administrative and clerical support services are considered part of overhead. Fully burdened staff billing rates to be calculated as follows:

$$\text{Billing rate} = ((DL + (DL \times FR) + (DL \times OH)) * 1.1 = \$ / \text{hour}$$

Where: DL = Direct Labor (base rate)
FR = Fringe (salary burden)
OH = Overhead rate
1.1 = Profit factor

Note: Overtime rate = Fully Burdened Staff Billing Rates x 1.5

BUREAU OF ARCHITECTURE
 ARCHITECTURAL SERVICES ON AN AS-NEEDED BASIS

REQUEST FOR QUALIFICATIONS
 January, 2010

Fully burdened staff billing rates/hour for professional positions (categories of positions) as indicated in table format below. If a position is not applicable, indicate 'Not Applicable'. If a position is not listed, utilize 'Other' and describe the position.

<i>Position</i>	<i>Direct Labor Rate (\$/hr)</i>	<i>Billing Rate (\$/hr)</i>
Principal	44	145
Associate Principal	Not applicable	
Project Manager	Not applicable	
Project Architect	33	110
Architect	Not applicable	
Technical Manager	Not applicable	
Job Captain	Not applicable	
Architectural Designer	28	95
Draftsperson	Not applicable	
CAD Operator	Not applicable	
Cost Estimator	Not applicable	
Scheduler	Not applicable	
Specifications Writer	Not applicable	
Administrative Supervisor	Not applicable	
Administrative/Clerical Support	Not applicable	
Other -- Interior Designer	35	115

Provide billing rates, if applicable, for the in-house engineering positions and disciplines in the table below:

<i>Position (In-house Engineering Services)</i>	<i>Direct Labor Rate (\$/hr)</i>	<i>Billing Rate (\$/hr)</i>
Principal	Not applicable	
Associate Principal	Not applicable	
Project Manager	Not applicable	
Project Engineer	Not applicable	
Structural Engineer	Not applicable	
Mechanical Engineer	Not applicable	
Electrical Engineer	Not applicable	
Technical Manager	Not applicable	
Structural Designer	Not applicable	
Mechanical Designer	Not applicable	
Electrical Designer	Not applicable	
Draftsperson	Not applicable	
CAD Operator	Not applicable	
Administrative Supervisor	Not applicable	
Administrative/Clerical Support	Not applicable	
Other (describe)	Not applicable	

APPENDIX D
FEE SCHEDULE AND BILLING RATES

One (1) copy of the Fee Schedule must be completed for the prime consultant (provide one copy for each firm on JV team) and for each subconsultant listed in HRC Attachment 2. These fee schedules shall be bound together and submitted separately in a sealed envelope with the proposal package. The sealed envelope shall be titled "RFQ for DPW / Bureau of Architecture As Needed Design Services - Fee Schedule" with the name of the prime consultant or JV team. The sealed envelope from a selected firm will be opened after the selection process is completed. The City reserves the right to review the schedule and request for changes during contract negotiations.

Consultants must submit billing rates for all prime consultants and subconsultants on the fee schedules. Due to the wide variety of work that may arise, the City reserves the right to negotiate items not specified in the fee schedule or delete certain listed items.

All billable staff rates shall be fully burdened to include labor, benefits, taxes, overhead, profit, healthcare benefit surcharges, minimum compensation accountability surcharges, costs for obtaining insurance and bonds, employee fringe benefits, employee paid time off, employee training, support and administrative services and other ancillary charges.

Rates listed in Master Agreement shall be one single rate for the three-year duration of the contract and shall remain in effect throughout the term of the contract for both the prime consultant and subconsultant.

Final acceptance by the City shall indicate only consent to the Fee Schedule as a basis for preparation for negotiation of task specific Contract Service Orders (CSO's), applications for progress payments, and shall not constitute an agreement as to the value of each indicated item.

Information to be filled out as applicable for prime consultant(s) and for each subconsultant listed in HRC Form 2.

Name of prime consultant or subconsultant: SOHA Engineers

Overhead rate*: 148.52%

An audited rate is preferable but not required. Provide an itemized percentage breakdown of the items that are accounted in the overhead rate. Administrative and clerical support services are considered part of overhead. Fully burdened staff billing rates to be calculated as follows:

$$\text{Billing rate} = ((DL + (DL \times FR) + (DL \times OH)) * 1.1 = \$ / \text{hour}$$

Where: DL = Direct Labor (base rate)
FR = Fringe (salary burden)
OH = Overhead rate
1.1 = Profit factor

Note: Overtime rate = Fully Burdened Staff Billing Rates x 1.5

BUREAU OF ARCHITECTURE
 ARCHITECTURAL SERVICES ON AN AS-NEEDED BASIS

REQUEST FOR QUALIFICATIONS
 January, 2010

Fully burdened staff billing rates/hour for professional positions (categories of positions) as indicated in table format below. If a position is not applicable, indicate 'Not Applicable'. If a position is not listed, utilize 'Other' and describe the position.

<i>Position</i>	<i>Direct Labor Rate (\$/hr)</i>	<i>Billing Rate (\$/hr)</i>
Principal		
Associate Principal		
Project Manager		
Project Architect		
Architect		
Technical Manager		
Job Captain		
Architectural Designer		
Draftsperson		
CAD Operator		
Cost Estimator		
Scheduler		
Specifications Writer		
Administrative Supervisor		
Administrative/Clerical Support		
Other (describe)		

Provide billing rates, if applicable, for the in-house engineering positions and disciplines in the table below:

<i>Position (In-house Engineering Services)</i>	<i>Direct Labor Rate (\$/hr)</i>	<i>Billing Rate (\$/hr)</i>
Principal	67.35	184.12
Associate Principal	N/A	
Project Manager	55.29	151.15
Project Engineer	45.67	124.85
Structural Engineer	48.10	131.49
Mechanical Engineer	N/A	
Electrical Engineer	N/A	
Technical Manager	N/A	
Structural Designer	32.69	89.37
Mechanical Designer	N/A	
Electrical Designer	N/A	
Draftsperson	N/A	
CAD Operator	34.00	92.95
Administrative Supervisor	N/A	
Administrative/Clerical Support	N/A	
Other (describe)	N/A	

APPENDIX D
FEE SCHEDULE AND BILLING RATES

One (1) copy of the Fee Schedule must be completed for the prime consultant (provide one copy for each firm on JV team) and for each subconsultant listed in HRC Attachment 2. These fee schedules shall be bound together and submitted separately in a sealed envelope with the proposal package. The sealed envelope shall be titled "RFQ for DPW / Bureau of Architecture As Needed Design Services - Fee Schedule" with the name of the prime consultant or JV team. The sealed envelope from a selected firm will be opened after the selection process is completed. The City reserves the right to review the schedule and request for changes during contract negotiations.

Consultants must submit billing rates for all prime consultants and subconsultants on the fee schedules. Due to the wide variety of work that may arise, the City reserves the right to negotiate items not specified in the fee schedule or delete certain listed items.

All billable staff rates shall be fully burdened to include labor, benefits, taxes, overhead, profit, healthcare benefit surcharges, minimum compensation accountability surcharges, costs for obtaining insurance and bonds, employee fringe benefits, employee paid time off, employee training, support and administrative services and other ancillary charges.

Rates listed in Master Agreement shall be one single rate for the three-year duration of the contract and shall remain in effect throughout the term of the contract for both the prime consultant and subconsultant.

Final acceptance by the City shall indicate only consent to the Fee Schedule as a basis for preparation for negotiation of task specific Contract Service Orders (CSO's), applications for progress payments, and shall not constitute an agreement as to the value of each indicated item.

Information to be filled out as applicable for prime consultant(s) and for each subconsultant listed in HRC Form 2.

Name of prime consultant or subconsultant: MHC Engineers _____

Overhead rate*: 122.12 _____ %

An audited rate is preferable but not required. Provide an itemized percentage breakdown of the items that are accounted in the overhead rate. Administrative and clerical support services are considered part of overhead. Fully burdened staff billing rates to be calculated as follows:

$$\text{Billing rate} = ((DL + (DL \times FR) + (DL \times OH)) * 1.1 = \$ / \text{hour}$$

Where: DL = Direct Labor (base rate)
FR = Fringe (salary burden)
OH = Overhead rate
1.1 = Profit factor

Note: Overtime rate = Fully Burdened Staff Billing Rates x 1.5

BUREAU OF ARCHITECTURE
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Fully burdened staff billing rates/hour for professional positions (categories of positions) as indicated in table format below. If a position is not applicable, indicate 'Not Applicable'. If a position is not listed, utilize 'Other' and describe the position.

<i>Position</i>	<i>Direct Labor Rate (\$/hr)</i>	<i>Billing Rate (\$/hr)</i>
Principal		
Associate Principal		
Project Manager		
Project Architect		
Architect		
Technical Manager		
Job Captain		
Architectural Designer		
Draftsperson		
CAD Operator		
Cost Estimator		
Scheduler		
Specifications Writer		
Administrative Supervisor		
Administrative/Clerical Support		
Other (describe)		

Provide billing rates, if applicable, for the in-house engineering positions and disciplines in the table below:

<i>Position (In-house Engineering Services)</i>	<i>Direct Labor Rate (\$/hr)</i>	<i>Billing Rate (\$/hr)</i>
Principal	89.30	250.00
Associate Principal		
Project Manager		
Project Engineer	44.65	125.00
Structural Engineer		
Mechanical Engineer		
Electrical Engineer		
Technical Manager		
Structural Designer		
Mechanical Designer		
Electrical Designer		
Draftsperson	28.58	80.00
CAD Operator		
Administrative Supervisor		
Administrative/Clerical Support	17.86	50.00
Other (describe)		

APPENDIX D
FEE SCHEDULE AND BILLING RATES

One (1) copy of the Fee Schedule must be completed for the prime consultant (provide one copy for each firm on JV team) and for each subconsultant listed in HRC Attachment 2. These fee schedules shall be bound together and submitted separately in a sealed envelope with the proposal package. The sealed envelope shall be titled "RFQ for DPW / Bureau of Architecture As Needed Design Services - Fee Schedule" with the name of the prime consultant or JV team. The sealed envelope from a selected firm will be opened after the selection process is completed. The City reserves the right to review the schedule and request for changes during contract negotiations.

Consultants must submit billing rates for all prime consultants and subconsultants on the fee schedules. Due to the wide variety of work that may arise, the City reserves the right to negotiate items not specified in the fee schedule or delete certain listed items.

All billable staff rates shall be fully burdened to include labor, benefits, taxes, overhead, profit, healthcare benefit surcharges, minimum compensation accountability surcharges, costs for obtaining insurance and bonds, employee fringe benefits, employee paid time off, employee training, support and administrative services and other ancillary charges.

Rates listed in Master Agreement shall be one single rate for the three-year duration of the contract and shall remain in effect throughout the term of the contract for both the prime consultant and subconsultant.

Final acceptance by the City shall indicate only consent to the Fee Schedule as a basis for preparation for negotiation of task specific Contract Service Orders (CSO's), applications for progress payments, and shall not constitute an agreement as to the value of each indicated item.

Information to be filled out as applicable for prime consultant(s) and for each subconsultant listed in HRC Form 2.

Name of prime consultant or subconsultant: F.W. Associates, Inc.

Overhead rate*: 133.73 (OH: 103.05%; FR: 30.68%) %

An audited rate is preferable but not required. Provide an itemized percentage breakdown of the items that are accounted in the overhead rate. Administrative and clerical support services are considered part of overhead. Fully burdened staff billing rates to be calculated as follows:

$$\text{Billing rate} = ((DL + (DL \times FR) + (DL \times OH)) \times 1.1) = \$ / \text{hour}$$

Where: DL = Direct Labor (base rate)
FR = Fringe (salary burden)
OH = Overhead rate
1.1 = Profit factor

Note: Overtime rate = Fully Burdened Staff Billing Rates x 1.5

BUREAU OF ARCHITECTURE
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Fully burdened staff billing rates/hour for professional positions (categories of positions) as indicated in table format below. If a position is not applicable, indicate 'Not Applicable'. If a position is not listed, utilize 'Other' and describe the position.

<i>Position</i>	<i>Direct Labor Rate (\$/hr)</i>	<i>Billing Rate (\$/hr)</i>
Principal		
Associate Principal		
Project Manager		
Project Architect		
Architect		
Technical Manager		
Job Captain		
Architectural Designer		
Draftsperson		
CAD Operator		
Cost Estimator		
Scheduler		
Specifications Writer		
Administrative Supervisor		
Administrative/Clerical Support		
Other (describe)		

Provide billing rates, if applicable, for the in-house engineering positions and disciplines in the table below:

<i>Position (In-house Engineering Services)</i>	<i>Direct Labor Rate (\$/hr)</i>	<i>Billing Rate (\$/hr)</i>
Principal		
Associate Principal		
Project Manager	\$75.00	\$192.83
Project Engineer	\$57.69	\$148.32
Structural Engineer		
Mechanical Engineer		
Electrical Engineer	\$45.00	\$115.70
Technical Manager		
Structural Designer		
Mechanical Designer		
Electrical Designer	\$44.00	\$113.13
Draftsperson		
CAD Operator	\$31.73	\$81.58
Administrative Supervisor		
Administrative/Clerical Support	\$25.96	\$66.74
Other (describe)		

APPENDIX D
FEE SCHEDULE AND BILLING RATES

One (1) copy of the Fee Schedule must be completed for the prime consultant (provide one copy for each firm on JV team) and for each subconsultant listed in HRC Attachment 2. These fee schedules shall be bound together and submitted separately in a sealed envelope with the proposal package. The sealed envelope shall be titled "RFQ for DPW / Bureau of Architecture As Needed Design Services – Fee Schedule" with the name of the prime consultant or JV team. The sealed envelope from a selected firm will be opened after the selection process is completed. The City reserves the right to review the schedule and request for changes during contract negotiations.

Consultants must submit billing rates for all prime consultants and subconsultants on the fee schedules. Due to the wide variety of work that may arise, the City reserves the right to negotiate items not specified in the fee schedule or delete certain listed items.

All billable staff rates shall be fully burdened to include labor, benefits, taxes, overhead, profit, healthcare benefit surcharges, minimum compensation accountability surcharges, costs for obtaining insurance and bonds, employee fringe benefits, employee paid time off, employee training, support and administrative services and other ancillary charges.

Rates listed in Master Agreement shall be one single rate for the three-year duration of the contract and shall remain in effect throughout the term of the contract for both the prime consultant and subconsultant.

Final acceptance by the City shall indicate only consent to the Fee Schedule as a basis for preparation for negotiation of task specific Contract Service Orders (CSO's), applications for progress payments, and shall not constitute an agreement as to the value of each indicated item.

Information to be filled out as applicable for prime consultant(s) and for each subconsultant listed in HRC Form 2.

Name of prime consultant or subconsultant: M Lee Corporation

Overhead rate*: 132%

An audited rate is preferable but not required. Provide an itemized percentage breakdown of the items that are accounted in the overhead rate. Administrative and clerical support services are considered part of overhead. Fully burdened staff billing rates to be calculated as follows:

$$\text{Billing rate} = ((DL + (DL \times FR) + (DL \times OH)) * 1.1 = \$ / \text{hour}$$

Where: DL = Direct Labor (base rate)
FR = Fringe (salary burden)
OH = Overhead rate
1.1 = Profit factor

Note: Overtime rate = Fully Burdened Staff Billing Rates x 1.5

BUREAU OF ARCHITECTURE
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Fully burdened staff billing rates/hour for professional positions (categories of positions) as indicated in table format below. If a position is not applicable, indicate 'Not Applicable'. If a position is not listed, utilize 'Other' and describe the position.

<i>Position</i>	<i>Direct Labor Rate (\$/hr)</i>	<i>Billing Rate (\$/hr)</i>
Principal	\$71.00	\$181.00
Associate Principal		
Project Manager	\$71.00	\$181.00
Project Architect		
Architect		
Technical Manager		
Job Captain		
Architectural Designer		
Draftsperson		
CAD Operator		
Cost Estimator	\$56.00	\$143.00
Scheduler	\$56.00	\$143.00
Specifications Writer		
Administrative Supervisor		
Administrative/Clerical Support		
Other-Lead Estimator	\$71.00	\$181.00

Provide billing rates, if applicable, for the in-house engineering positions and disciplines in the table below:

<i>Position (In-house Engineering Services)</i>	<i>Direct Labor Rate (\$/hr)</i>	<i>Billing Rate (\$/hr)</i>
Principal		
Associate Principal		
Project Manager		
Project Engineer		
Structural Engineer		
Mechanical Engineer		
Electrical Engineer		
Technical Manager		
Structural Designer		
Mechanical Designer		
Electrical Designer		
Draftsperson		
CAD Operator		
Administrative Supervisor		
Administrative/Clerical Support		
Other (describe)		

The following rates shall apply for all other services and charges, and remain in effect throughout the term of the contract for both the prime consultant and all subconsultants:

<i>Services</i>	<i>Rates/Schedule</i>
Subconsultant work	Cost plus 5% (for a maximum of two tiers of subconsultants)
Meal expenses	Not reimbursable
Lodging	Not reimbursable without prior agreement
Air/taxi/shuttle/rail fares	Not reimbursable without prior agreement
Other direct costs	At cost
Travel	The Internal Revenue Service (IRS) standard mileage rate for business use of an automobile. No markup applies. This rate is subject to change annually. Travel expenses will be reimbursed only when work locations are outside of San Francisco and only with prior approval. Expenses associated with traveling to and from prime consultant's offices and subconsultants' offices located outside San Francisco to and from work sites within San Francisco are not reimbursable.

The following non-reimbursable items are considered part of the work to provide services. Costs associated are considered to be included in the staff billing rate. They shall remain in effect throughout the term of the contract for the prime consultant and all subconsultants:

- Office supplies
- Office equipment
- Computers
- Telephones calls
- Cell phone and calls
- Fax
- Cameras
- Photocopies
- Safety equipment and supplies
- Tools

Calculation of Fringe Benefits and General Overhead Rates

ITEM	%
Social Security (FICA)	6.2
Medicare	1.45
Federal Unemployment (FUTA)	0.8
State Unemployment (SUI)	0.4
Employment Training Tax (ETT)	0.1
State Disability Insurance (SDI)	0.6
Retirement (SEP)	15
Health care	5
Sick leave	6
Vacation	7
Holiday	4
City Payroll Tax	3
Professional membership/subscription	1
Accounting	1
Automobile expenses (non-reimbursable)	3
Clerical & Administration support (non-reimbursable)	20
Insurance premium	8
Marketing & business development	3
office equipment	6
Office expenses	12
Paper stationery consumables	4
Rents for office space	12
Taxes & licenses, non-payroll related	1
Telephone & communications	6
Transport & traveling (not covered directly from projects)	5
TOTAL	131.55
	Use 132%

NOTE: THE INFORMATION LISTED ABOVE SHALL BE CONSIDERED AS COMPANY FINANCIAL CONFIDENTIAL PROPRIETARY INFORMATION WHICH IS PROVIDED FOR THE USE IN CONTRACT RATES ONLY AND SHALL NOT BE DISCLOSED AS PUBLIC INFORMATION.

APPENDIX D
FEE SCHEDULE AND BILLING RATES

One (1) copy of the Fee Schedule must be completed for the prime consultant (provide one copy for each firm on JV team) and for each subconsultant listed in HRC Attachment 2. These fee schedules shall be bound together and submitted separately in a sealed envelope with the proposal package. The sealed envelope shall be titled "RFQ for DPW / Bureau of Architecture As Needed Design Services – Fee Schedule" with the name of the prime consultant or JV team. The sealed envelope from a selected firm will be opened after the selection process is completed. The City reserves the right to review the schedule and request for changes during contract negotiations.

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Rates listed in Master Agreement shall be one single rate for the three-year duration of the contract and shall remain in effect throughout the term of the contract for both the prime consultant and subconsultant.

Final acceptance by the City shall indicate only consent to the Fee Schedule as a basis for preparation for negotiation of task specific Contract Service Orders (CSO's), applications for progress payments, and shall not constitute an agreement as to the value of each indicated item.

Information to be filled out as applicable for prime consultant(s) and for each subconsultant listed in HRC Form 2.

Name of prime consultant or subconsultant: Simon & Associates, inc. Green Building Consultants

Overhead rate*: 150 _____ %

An audited rate is preferable but not required. Provide an itemized percentage breakdown of the items that are accounted in the overhead rate. Administrative and clerical support services are considered part of overhead. Fully burdened staff billing rates to be calculated as follows:

$$\text{Billing rate} = ((DL + (DL \times FR) + (DL \times OH)) * 1.1 = \$ / \text{hour}$$

Where: DL = Direct Labor (base rate)
FR = Fringe (salary burden)
OH = Overhead rate
1.1 = Profit factor

Note: Overtime rate = Fully Burdened Staff Billing Rates x 1.5

BUREAU OF ARCHITECTURE
 ARCHITECTURAL SERVICES ON AN AS-NEEDED BASIS

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Fully burdened staff billing rates/hour for professional positions (categories of positions) as indicated in table format below. If a position is not applicable, indicate 'Not Applicable'. If a position is not listed, utilize 'Other' and describe the position.

<i>Position</i>	<i>Direct Labor Rate (\$/hr)</i>	<i>Billing Rate (\$/hr)</i>
Principal	85.45	235
Associate Principal		
Project Manager	70.90	190
Project Architect	60	165
Architect		
Technical Manager		
Job Captain		
Architectural Designer		
Draftsperson		
CAD Operator		
Cost Estimator		
Scheduler		
Specifications Writer		
Administrative Supervisor		
Administrative/Clerical Support	31	85
Other (describe)		

Provide billing rates, if applicable, for the in-house engineering positions and disciplines in the table below:

<i>Position (In-house Engineering Services)</i>	<i>Direct Labor Rate (\$/hr)</i>	<i>Billing Rate (\$/hr)</i>
Principal		
Associate Principal		
Project Manager		
Project Engineer		
Structural Engineer		
Mechanical Engineer		
Electrical Engineer		
Technical Manager		
Structural Designer		
Mechanical Designer		
Electrical Designer		
Draftsperson		
CAD Operator		
Administrative Supervisor		
Administrative/Clerical Support		
Other (describe)		

**APPENDIX D:
FEE SCHEDULE AND BILLING RATES**

One (1) original and two (2) copies of the Fee Schedule must be completed for the prime consultant (provide one copy each for all firms on JV team) and for each subconsultant listed in the HRC Attachment 2. These fee schedules shall be submitted separately in a sealed and clearly labeled envelope, and delivered with the proposal package.

The sealed envelope shall be titled "RFQ for Architectural Services on As-Needed Basis - Fee Schedule" with the name of the prime consultant or JV team.

The sealed envelope from a selected firm will be opened after the selection process is completed. The City reserves the right to review the schedule and request for changes during contract negotiations.

Consultants must submit billing rates for all prime consultants and subconsultants on the fee schedules. Due to the wide variety of work that may arise, the City reserves the right to negotiate items not specified in the fee schedule or delete certain listed items.

All billable staff rates shall be fully burdened to include labor, benefits, taxes, overhead, profit, healthcare benefit surcharges, minimum compensation accountability surcharges, costs for obtaining insurance and bonds, employee fringe benefits, employee paid time off, employee training, support and administrative services and other ancillary charges.

Rates listed in Master Agreement shall be one single rate for the three-year duration of the contract and shall remain in effect throughout the term of the contract for both the prime consultant and subconsultant.

Final acceptance by the City shall indicate only consent to the Fee Schedule as a basis for preparation for negotiation of task specific Contract Service Orders (CSO's), applications for progress payments, and shall not constitute an agreement as to the value of each indicated item.

Information to be filled out as applicable for prime consultant(s) and for each subconsultant listed in HRC Form 2.

Name of prime consultant or subconsultant: Enovity, Inc.

Overhead rate*: 47 %

* An audited rate is preferable but not required. Provide an itemized percentage breakdown of the items that are accounted in the overhead rate. Administrative and clerical support services are considered part of overhead.

Fully burdened staff billing rates to be calculated as follows:

Billing rate = (DL + DL x FR + DL x OH) * 1.1 = \$ _____ /hour

Where: DL = Direct Labor (base rate)
FR = Fringe (salary burden)
OH = Overhead rate

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1.1 = Profit factor

Note: Overtime rate = Fully Burdened Staff Billing Rates x 1.5

Fully burdened staff billing rates/hour for professional positions (categories of positions) as indicated in table format below. If a position is not applicable, indicate 'Not Applicable'. If a position is not listed, utilize 'Other' and describe the position.

Position	Direct Labor Rate (\$/hr)	Billing Rate (\$/hr)
Principal	98.40	\$220
Associate Principal		
Project Manager	74.10	\$165
Project Architect		
Architect, LEED AP		
Technical Manager		
Job Captain		
Architectural Designer		
Draftsperson		
CAD Operator		
Cost Estimator		
Scheduler		
Specifications Writer		
Administrative Supervisor		
Administrative/Clerical Support		
Other (describe)		

Provide billing rates, if applicable, for the in-house engineering positions and disciplines in the table below:

Position (In-house Engineering Services)	Direct Labor Rate (\$/hr)	Billing Rate (\$/hr)
Principal		
Associate Principal		
Project Manager		
Project Engineer		
Structural Engineer		
Mechanical Engineer		
Electrical Engineer		
Technical Manager		
Structural Designer		
Mechanical Designer		
Electrical Designer		
Draftsperson		
CAD Operator		
Administrative Supervisor		
Administrative/Clerical Support		
Other (describe)		

APPENDIX D
FEE SCHEDULE AND BILLING RATES

One (1) copy of the Fee Schedule must be completed for the prime consultant (provide one copy for each firm on JV team) and for each subconsultant listed in HRC Attachment 2. These fee schedules shall be bound together and submitted separately in a sealed envelope with the proposal package. The sealed envelope shall be titled "RFQ for DPW / Bureau of Architecture As Needed Design Services - Fee Schedule" with the name of the prime consultant or JV team. The sealed envelope from a selected firm will be opened after the selection process is completed. The City reserves the right to review the schedule and request for changes during contract negotiations.

Consultants must submit billing rates for all prime consultants and subconsultants on the fee schedules. Due to the wide variety of work that may arise, the City reserves the right to negotiate items not specified in the fee schedule or delete certain listed items.

All billable staff rates shall be fully burdened to include labor, benefits, taxes, overhead, profit, healthcare benefit surcharges, minimum compensation accountability surcharges, costs for obtaining insurance and bonds, employee fringe benefits, employee paid time off, employee training, support and administrative services and other ancillary charges.

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Final acceptance by the City shall indicate only consent to the Fee Schedule as a basis for preparation for negotiation of task specific Contract Service Orders (CSO's), applications for progress payments, and shall not constitute an agreement as to the value of each indicated item.

Information to be filled out as applicable for prime consultant(s) and for each subconsultant listed in HRC Form 2.

Name of prime consultant or subconsultant: A.R. Sanchez-Corea & Associates

Overhead rate*: 170 %

An audited rate is preferable but not required. Provide an itemized percentage breakdown of the items that are accounted in the overhead rate. Administrative and clerical support services are considered part of overhead. Fully burdened staff billing rates to be calculated as follows:

$$\text{Billing rate} = ((DL + (DL \times FR) + (DL \times OH)) \times 1.1 = \$ / \text{hour}$$

Where: DL = Direct Labor (base rate)
FR = Fringe (salary burden)
OH = Overhead rate
1.1 = Profit factor

Note: Overtime rate = Fully Burdened Staff Billing Rates x 1.5

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Fully burdened staff billing rates/hour for professional positions (categories of positions) as indicated in table format below. If a position is not applicable, indicate 'Not Applicable'. If a position is not listed, utilize 'Other' and describe the position.

<i>Position</i>	<i>Direct Labor Rate (\$/hr)</i>	<i>Billing Rate (\$/hr)</i>
Principal	\$ 93	\$ 276
Associate Principal		
Project Manager		
Project Architect		
Architect		
Technical Manager		
Job Captain		
Architectural Designer		
Draftsperson		
CAD Operator		
Cost Estimator		
Scheduler		
Specifications Writer		
Administrative Supervisor		
Administrative/Clerical Support		
Other (describe)		

Provide billing rates, if applicable, for the in-house engineering positions and disciplines in the table below:

<i>Position (In-house Engineering Services)</i>	<i>Direct Labor Rate (\$/hr)</i>	<i>Billing Rate (\$/hr)</i>
Principal		
Associate Principal		
Project Manager		
Project Engineer		
Structural Engineer		
Mechanical Engineer		
Electrical Engineer		
Technical Manager		
Structural Designer		
Mechanical Designer		
Electrical Designer		
Draftsperson		
CAD Operator		
Administrative Supervisor		
Administrative/Clerical Support		
Other (describe)		

APPENDIX D
FEE SCHEDULE AND BILLING RATES

One (1) copy of the Fee Schedule must be completed for the prime consultant (provide one copy for each firm on JV team) and for each subconsultant listed in HRC Attachment 2. These fee schedules shall be bound together and submitted separately in a sealed envelope with the proposal package. The sealed envelope shall be titled "RFQ for DPW / Bureau of Architecture As Needed Design Services - Fee Schedule" with the name of the prime consultant or JV team. The sealed envelope from a selected firm will be opened after the selection process is completed. The City reserves the right to review the schedule and request for changes during contract negotiations.

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Rates listed in Master Agreement shall be one single rate for the three-year duration of the contract and shall remain in effect throughout the term of the contract for both the prime consultant and subconsultant.

Final acceptance by the City shall indicate only consent to the Fee Schedule as a basis for preparation for negotiation of task specific Contract Service Orders (CSO's), applications for progress payments, and shall not constitute an agreement as to the value of each indicated item.

Information to be filled out as applicable for prime consultant(s) and for each subconsultant listed in HRC Form 2.

Name of prime consultant or subconsultant: Pitfield & Associates

Overhead rate*: 160 %

An audited rate is preferable but not required. Provide an itemized percentage breakdown of the items that are accounted in the overhead rate. Administrative and clerical support services are considered part of overhead. Fully burdened staff billing rates to be calculated as follows:

$$\text{Billing rate} = ((DL + (DL \times FR) + (DL \times OH)) * 1.1 = \$ / \text{hour}$$

Where: DL = Direct Labor (base rate)
FR = Fringe (salary burden)
OH = Overhead rate
1.1 = Profit factor

Note: Overtime rate = Fully Burdened Staff Billing Rates x 1.5

Fully burdened staff billing rates/hour for professional positions (categories of positions) as indicated in table format below. If a position is not applicable, indicate 'Not Applicable'. If a position is not listed, utilize 'Other' and describe the position.

<i>Position</i>	<i>Direct Labor Rate (\$/hr)</i>	<i>Billing Rate (\$/hr)</i>
Principal		
Associate Principal		
Project Manager		
Project Architect		
Architect		
Technical Manager		
Job Captain		
Architectural Designer		
Draftsperson		
CAD Operator		
Cost Estimator		
Scheduler		
Specifications Writer		
Administrative Supervisor		
Administrative/Clerical Support		
Other (describe)		

Provide billing rates, if applicable, for the in-house engineering positions and disciplines in the table below:

<i>Position (In-house Engineering Services)</i>	<i>Direct Labor Rate (\$/hr)</i>	<i>Billing Rate (\$/hr)</i>
Principal		
Associate Principal		
Project Manager		
Project Engineer		
Structural Engineer		
Mechanical Engineer		
Electrical Engineer		
Technical Manager		
Structural Designer		
Mechanical Designer		
Electrical Designer		
Elevator Consultant	\$ 65.00	\$ 143.00
Draftsperson		
CAD Operator	\$ 45.00	\$ 99.00
Administrative Supervisor		
Administrative/Clerical Support	\$ 30.00	\$ 66.00
Other (describe)		

APPENDIX D
FEE SCHEDULE AND BILLING RATES

One (1) copy of the Fee Schedule must be completed for the prime consultant (provide one copy for each firm on JV team) and for each subconsultant listed in HRC Attachment 2. These fee schedules shall be bound together and submitted separately in a sealed envelope with the proposal package. The sealed envelope shall be titled "RFQ for DPW / Bureau of Architecture As Needed Design Services - Fee Schedule" with the name of the prime consultant or JV team. The sealed envelope from a selected firm will be opened after the selection process is completed. The City reserves the right to review the schedule and request for changes during contract negotiations.

Consultants must submit billing rates for all prime consultants and subconsultants on the fee schedules. Due to the wide variety of work that may arise, the City reserves the right to negotiate items not specified in the fee schedule or delete certain listed items.

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Rates listed in Master Agreement shall be one single rate for the three-year duration of the contract and shall remain in effect throughout the term of the contract for both the prime consultant and subconsultant.

Final acceptance by the City shall indicate only consent to the Fee Schedule as a basis for preparation for negotiation of task specific Contract Service Orders (CSO's), applications for progress payments, and shall not constitute an agreement as to the value of each indicated item.

Information to be filled out as applicable for prime consultant(s) and for each subconsultant listed in HRC Form 2.

Name of prime consultant or subconsultant: Stephen Wheeler Landscape Architects

Overhead rate*: 2.45 %

An audited rate is preferable but not required. Provide an itemized percentage breakdown of the items that are accounted in the overhead rate. Administrative and clerical support services are considered part of overhead. Fully burdened staff billing rates to be calculated as follows:

$$\text{Billing rate} = ((DL + (DL \times FR) + (DL \times OH)) \times 1.1 = \$ / \text{hour}$$

Where: DL = Direct Labor (base rate)
FR = Fringe (salary burden)
OH = Overhead rate
1.1 = Profit factor

Note: Overtime rate = Fully Burdened Staff Billing Rates x 1.5

Fully burdened staff billing rates/hour for professional positions (categories of positions) as indicated in table format below. If a position is not applicable, indicate 'Not Applicable'. If a position is not listed, utilize 'Other' and describe the position.

<i>Position</i>	<i>Direct Labor Rate (\$/hr)</i>	<i>Billing Rate (\$/hr)</i>
Principal	\$50.00	\$135.00
Associate Principal		
Project Manager		
Project Architect	\$35.00	\$95.00
Architect		
Technical Manager		
Job Captain		
Architectural Designer		
Draftsperson		
CAD Operator		
Cost Estimator		
Scheduler		
Specifications Writer		
Administrative Supervisor		
Administrative/Clerical Support		
Other (describe)		

Provide billing rates, if applicable, for the in-house engineering positions and disciplines in the table below:

<i>Position (In-house Engineering Services)</i>	<i>Direct Labor Rate (\$/hr)</i>	<i>Billing Rate (\$/hr)</i>
Principal		
Associate Principal		
Project Manager		
Project Engineer		
Structural Engineer		
Mechanical Engineer		
Electrical Engineer		
Technical Manager		
Structural Designer		
Mechanical Designer		
Electrical Designer		
Draftsperson		
CAD Operator		
Administrative Supervisor		
Administrative/Clerical Support		
Other (describe)		

APPENDIX D
FEE SCHEDULE AND BILLING RATES

One (1) copy of the Fee Schedule must be completed for the prime consultant (provide one copy for each firm on JV team) and for each subconsultant listed in HRC Attachment 2. These fee schedules shall be bound together and submitted separately in a sealed envelope with the proposal package. The sealed envelope shall be titled "RFQ for DPW / Bureau of Architecture As Needed Design Services - Fee Schedule" with the name of the prime consultant or JV team. The sealed envelope from a selected firm will be opened after the selection process is completed. The City reserves the right to review the schedule and request for changes during contract negotiations.

Consultants must submit billing rates for all prime consultants and subconsultants on the fee schedules. Due to the wide variety of work that may arise, the City reserves the right to negotiate items not specified in the fee schedule or delete certain listed items.

All billable staff rates shall be fully burdened to include labor, benefits, taxes, overhead, profit, healthcare benefit surcharges, minimum compensation accountability surcharges, costs for obtaining insurance and bonds, employee fringe benefits, employee paid time off, employee training, support and administrative services and other ancillary charges.

Rates listed in Master Agreement shall be one single rate for the three-year duration of the contract and shall remain in effect throughout the term of the contract for both the prime consultant and subconsultant.

Final acceptance by the City shall indicate only consent to the Fee Schedule as a basis for preparation for negotiation of task specific Contract Service Orders (CSO's), applications for progress payments, and shall not constitute an agreement as to the value of each indicated item.

Information to be filled out as applicable for prime consultant(s) and for each subconsultant listed in HRC Form 2.

Name of prime consultant or subconsultant: Simpson Gumpertz & Heger

Overhead rate*: 200.0 %

An audited rate is preferable but not required. Provide an itemized percentage breakdown of the items that are accounted in the overhead rate. Administrative and clerical support services are considered part of overhead. Fully burdened staff billing rates to be calculated as follows:

$$\text{Billing rate} = ((DL + (DL \times FR) + (DL \times OH)) \times 1.1 = \$ / \text{hour}$$

Where: DL = Direct Labor (base rate) * (DL & FR = Overhead Rate)
FR = Fringe (salary burden)
OH = Overhead rate
1.1 = Profit factor

Note: Overtime rate = Fully Burdened Staff Billing Rates x 1.5

BUREAU OF ARCHITECTURE
 ARCHITECTURAL SERVICES ON AN AS-NEEDED BASIS

REQUEST FOR QUALIFICATIONS
 January, 2010

Fully burdened staff billing rates/hour for professional positions (categories of positions) as indicated in table format below. If a position is not applicable, indicate 'Not Applicable'. If a position is not listed, utilize 'Other' and describe the position.

<i>Position</i>	<i>Direct Labor Rate (\$/hr)</i>	<i>Billing Rate (\$/hr)</i>
Principal	80.76	250.00*
Associate Principal	65.29	215.46
Project Manager/Staff Consultant	54.45	179.69
Project Architect		
Architect		
Technical Manager/Staff III & IV	46.42	153.19
Job Captain		
Architectural Designer		
Draftsperson		
CAD Operator		
Cost Estimator		
Scheduler		
Specifications Writer		
Administrative Supervisor		
Administrative/Clerical Support	26.13	86.23
Other (describe)		

Provide billing rates, if applicable, for the in-house engineering positions and disciplines in the table below:

<i>Position (In-house Engineering Services)</i>	<i>Direct Labor Rate (\$/hr)</i>	<i>Billing Rate (\$/hr)</i>
Principal	80.76	250.00*
Associate Principal	65.29	215.46
Project Manager/Staff Consultant	54.45	179.69
Project Engineer/Sr Staff I & II	42.97	141.8
Structural Engineer/Staff II	34.70	114.51
Mechanical Engineer/Staff I	30.44	100.45
Electrical Engineer		
Technical Manager		
Structural Designer		
Mechanical Designer		
Electrical Designer		
Draftsperson/Sr. Project Drafter & Senior Drafter	32.31	106.62
CAD Operator		
Administrative Supervisor		
Administrative/Clerical Support	26.13	86.23
Other (describe)		

*Cap @ \$250.00

BUREAU OF ARCHITECTURE
ARCHITECTURAL SERVICES ON AN AS-NEEDED BASIS

REQUEST FOR QUALIFICATIONS
January, 2010

APPENDIX D

FEE SCHEDULE AND BILLING RATES

One (1) copy of the Fee Schedule must be completed for the prime consultant (provide one copy for each firm on JV team) and for each subconsultant listed in HRC Attachment 2. These fee schedules shall be bound together and submitted separately in a sealed envelope with the proposal package. The sealed envelope shall be titled "RFQ for DPW / Bureau of Architecture As Needed Design Services – Fee Schedule" with the name of the prime consultant or JV team. The sealed envelope from a selected firm will be opened after the selection process is completed. The City reserves the right to review the schedule and request for changes during contract negotiations.

Consultants must submit billing rates for all prime consultants and subconsultants on the fee schedules. Due to the wide variety of work that may arise, the City reserves the right to negotiate items not specified in the fee schedule or delete certain listed items.

All billable staff rates shall be fully burdened to include labor, benefits, taxes, overhead, profit, healthcare benefit surcharges, minimum compensation accountability surcharges, costs for obtaining insurance and bonds, employee fringe benefits, employee paid time off, employee training, support and administrative services and other ancillary charges.

Rates listed in Master Agreement shall be one single rate for the three-year duration of the contract and shall remain in effect throughout the term of the contract for both the prime consultant and subconsultant.

Final acceptance by the City shall indicate only consent to the Fee Schedule as a basis for preparation for negotiation of task specific Contract Service Orders (CSO's), applications for progress payments, and shall not constitute an agreement as to the value of each indicated item.

Information to be filled out as applicable for prime consultant(s) and for each subconsultant listed in HRC Form 2.

Name of prime consultant or subconsultant: Urbain Design, Inc.

Overhead rate*: 2.5 %

An audited rate is preferable but not required. Provide an itemized percentage breakdown of the items that are accounted in the overhead rate. Administrative and clerical support services are considered part of overhead. Fully burdened staff billing rates to be calculated as follows:

$$\text{Billing rate} = ((DL + (DL \times FR) + (DL \times OH)) * 1.1 = \$ / \text{hour}$$

Where: DL = Direct Labor (base rate)
FR = Fringe (salary burden)
OH = Overhead rate
1.1 – Profit factor

Note: Overtime rate = Fully Burdened Staff Billing Rates x 1.5

BUREAU OF ARCHITECTURE
 ARCHITECTURAL SERVICES ON AN AS-NEEDED BASIS

REQUEST FOR QUALIFICATIONS
 January, 2010

Fully burdened staff billing rates/hour for professional positions (categories of positions) as indicated in table format below. If a position is not applicable, indicate 'Not Applicable'. If a position is not listed, utilize 'Other' and describe the position.

Position	Direct Labor Rate (\$/hr)	Billing Rate (\$/hr)
Principal	\$45.00	\$125.00
Associate Principal		
Project Manager		
Project Architect		
Architect		
Technical Manager		
Job Captain		
Architectural Designer		
Draftsperson		
CAD Operator		
Cost Estimator		
Scheduler		
Specifications Writer		
Administrative Supervisor		
Administrative/Clerical Support		
Other (describe)		

Provide billing rates, if applicable, for the in-house engineering positions and disciplines in the table below:

Position (In-house Engineering Services)	Direct Labor Rate (\$/hr)	Billing Rate (\$/hr)
Principal		
Associate Principal		
Project Manager		
Project Engineer		
Structural Engineer		
Mechanical Engineer		
Electrical Engineer		
Technical Manager		
Structural Designer		
Mechanical Designer		
Electrical Designer		
Draftsperson		
CAD Operator		
Administrative Supervisor		
Administrative/Clerical Support		
Other (describe)		

**APPENDIX D:
FEE SCHEDULE AND BILLING RATES**

One (1) original and two (2) copies of the Fee Schedule must be completed for the prime consultant (provide one copy each for all firms on JV team) and for each subconsultant listed in the HRC Attachment 2. These fee schedules shall be submitted separately in a sealed and clearly labeled envelope, and delivered with the proposal package.

The sealed envelope shall be titled "RFQ for Architectural Services on As-Needed Basis - Fee Schedule" with the name of the prime consultant or JV team.

The sealed envelope from a selected firm will be opened after the selection process is completed. The City reserves the right to review the schedule and request for changes during contract negotiations.

Consultants must submit billing rates for all prime consultants and subconsultants on the fee schedules. Due to the wide variety of work that may arise, the City reserves the right to negotiate items not specified in the fee schedule or delete certain listed items.

All billable staff rates shall be fully burdened to include labor, benefits, taxes, overhead, profit, healthcare benefit surcharges, minimum compensation accountability surcharges, costs for obtaining insurance and bonds, employee fringe benefits, employee paid time off, employee training, support and administrative services and other ancillary charges.

Rates listed in Master Agreement shall be one single rate for the three-year duration of the contract and shall remain in effect throughout the term of the contract for both the prime consultant and subconsultant.

Final acceptance by the City shall indicate only consent to the Fee Schedule as a basis for preparation for negotiation of task specific Contract Service Orders (CSO's), applications for progress payments, and shall not constitute an agreement as to the value of each indicated item.

Information to be filled out as applicable for prime consultant(s) and for each subconsultant listed in HRC Form 2.

Name of prime consultant or subconsultant: CHS Consulting Group

Overhead rate*: 173 %

* An audited rate is preferable but not required. Provide an itemized percentage breakdown of the items that are accounted in the overhead rate. Administrative and clerical support services are considered part of overhead.

Fully burdened staff billing rates to be calculated as follows:

Billing rate = (DL + DL x FR + DL x OH) * 1.1 = \$ _____ /hour

Where: DL = Direct Labor (base rate)
FR = Fringe (salary burden)
OH = Overhead rate

BUREAU OF ARCHITECTURE
 ARCHITECTURAL SERVICES ON AN AS-NEEDED BASIS

REQUEST FOR QUALIFICATIONS
 January, 2010

1.1 = Profit factor

Note: Overtime rate = Fully Burdened Staff Billing Rates x 1.5

Fully burdened staff billing rates/hour for professional positions (categories of positions) as indicated in table format below. If a position is not applicable, indicate 'Not Applicable'. If a position is not listed, utilize 'Other' and describe the position.

Position	Direct Labor Rate (\$/hr)	Billing Rate (\$/hr)
Principal	\$102.67	\$308.32
Principal TE	\$56.65	\$170.13
Principal Engineer	\$76.86	\$230.80
Senior TE	\$66.25	\$198.96
Senior Planner	\$45.05	\$135.29
Associate Planner	\$45.15	\$135.58
Assistant Planner	\$35.84	\$107.60
Architectural Designer		
Draftsperson		
CAD Operator	\$37.77	\$113.42
Cost Estimator		
Scheduler		
Specifications Writer		
Administrative Supervisor		
Administrative/Clerical Support	\$29.53	\$88.66
Other (describe)		

Provide billing rates, if applicable, for the in-house engineering positions and disciplines in the table below:

Position (In-house Engineering Services)	Direct Labor Rate (\$/hr)	Billing Rate (\$/hr)
Principal		
Associate Principal		
Project Manager		
Project Engineer		
Structural Engineer		
Mechanical Engineer		
Electrical Engineer		
Technical Manager		
Structural Designer		
Mechanical Designer		
Electrical Designer		
Draftsperson		
CAD Operator		
Administrative Supervisor		
Administrative/Clerical Support		
Other (describe)		

APPENDIX D
FEE SCHEDULE AND BILLING RATES

One (1) copy of the Fee Schedule must be completed for the prime consultant (provide one copy for each firm on JV team) and for each subconsultant listed in HRC Attachment 2. These fee schedules shall be bound together and submitted separately in a sealed envelope with the proposal package. The sealed envelope shall be titled "RFQ for DPW / Bureau of Architecture As Needed Design Services - Fee Schedule" with the name of the prime consultant or JV team. The sealed envelope from a selected firm will be opened after the selection process is completed. The City reserves the right to review the schedule and request for changes during contract negotiations.

Consultants must submit billing rates for all prime consultants and subconsultants on the fee schedules. Due to the wide variety of work that may arise, the City reserves the right to negotiate items not specified in the fee schedule or delete certain listed items.

All billable staff rates shall be fully burdened to include labor, benefits, taxes, overhead, profit, healthcare benefit surcharges, minimum compensation accountability surcharges, costs for obtaining insurance and bonds, employee fringe benefits, employee paid time off, employee training, support and administrative services and other ancillary charges.

Rates listed in Master Agreement shall be one single rate for the three-year duration of the contract and shall remain in effect throughout the term of the contract for both the prime consultant and subconsultant.

Final acceptance by the City shall indicate only consent to the Fee Schedule as a basis for preparation for negotiation of task specific Contract Service Orders (CSO's), applications for progress payments, and shall not constitute an agreement as to the value of each indicated item.

Information to be filled out as applicable for prime consultant(s) and for each subconsultant listed in HRC Form 2.

Name of prime consultant or subconsultant: Sherwood Design Engineers

Overhead rate*: 152%

An audited rate is preferable but not required. Provide an itemized percentage breakdown of the items that are accounted in the overhead rate. Administrative and clerical support services are considered part of overhead. Fully burdened staff billing rates to be calculated as follows:

$$\text{Billing rate} = ((DL + (DL \times FR) + (DL \times OH)) * 1.1 = \$ / \text{hour}$$

Where: DL = Direct Labor (base rate)
FR = Fringe (salary burden)
OH = Overhead rate
1.1 = Profit factor

Note: Overtime rate = Fully Burdened Staff Billing Rates x 1.5

Fully burdened staff billing rates/hour for professional positions (categories of positions) as indicated in table format below. If a position is not applicable, indicate 'Not Applicable'. If a position is not listed, utilize 'Other' and describe the position.

<i>Position</i>	<i>Direct Labor Rate (\$/hr)</i>	<i>Billing Rate (\$/hr)</i>
Principal		
Associate Principal		
Project Manager		
Project Architect		
Architect		
Technical Manager		
Job Captain		
Architectural Designer		
Draftsperson		
CAD Operator		
Cost Estimator		
Scheduler		
Specifications Writer		
Administrative Supervisor		
Administrative/Clerical Support		
Other (describe)		

Provide billing rates, if applicable, for the in-house engineering positions and disciplines in the table below:

<i>Position (In-house Engineering Services)</i>	<i>Direct Labor Rate (\$/hr)</i>	<i>Billing Rate (\$/hr)</i>
Principal	84.13	246.17
Associate Principal		
Project Manager	46.15	135.03
Project Engineer	34.85	101.97
Structural Engineer		
Mechanical Engineer		
Electrical Engineer		
Technical Manager		
Structural Designer		
Mechanical Designer		
Electrical Designer		
Draftsperson		
CAD Operator	21.63	63.29
Administrative Supervisor		
Administrative/Clerical Support	21.63	63.29
Other (Graphics)	24.04	70.34

APPENDIX D
FEE SCHEDULE AND BILLING RATES

One (1) copy of the Fee Schedule must be completed for the prime consultant (provide one copy for each firm on JV team) and for each subconsultant listed in HRC Attachment 2. These fee schedules shall be bound together and submitted separately in a sealed envelope with the proposal package. The sealed envelope shall be titled "RFQ for DPW / Bureau of Architecture As Needed Design Services - Fee Schedule" with the name of the prime consultant or JV team. The sealed envelope from a selected firm will be opened after the selection process is completed. The City reserves the right to review the schedule and request for changes during contract negotiations.

Consultants must submit billing rates for all prime consultants and subconsultants on the fee schedules. Due to the wide variety of work that may arise, the City reserves the right to negotiate items not specified in the fee schedule or delete certain listed items.

All billable staff rates shall be fully burdened to include labor, benefits, taxes, overhead, profit, healthcare benefit surcharges, minimum compensation accountability surcharges, costs for obtaining insurance and bonds, employee fringe benefits, employee paid time off, employee training, support and administrative services and other ancillary charges.

Rates listed in Master Agreement shall be one single rate for the three-year duration of the contract and shall remain in effect throughout the term of the contract for both the prime consultant and subconsultant.

Final acceptance by the City shall indicate only consent to the Fee Schedule as a basis for preparation for negotiation of task specific Contract Service Orders (CSO's), applications for progress payments, and shall not constitute an agreement as to the value of each indicated item.

Information to be filled out as applicable for prime consultant(s) and for each subconsultant listed in HRC Form 2.

Name of prime consultant or subconsultant: Smith, Fause & McDonald, Inc.

Overhead rate*: 2.4 %

An audited rate is preferable but not required. Provide an itemized percentage breakdown of the items that are accounted in the overhead rate. Administrative and clerical support services are considered part of overhead. Fully burdened staff billing rates to be calculated as follows:

$$\text{Billing rate} = ((DL + (DL \times FR) + (DL \times OH)) * 1.1 = \$ / \text{hour}$$

Where: DL = Direct Labor (base rate)
FR = Fringe (salary burden)
OH = Overhead rate
1.1 = Profit factor

Note: Overtime rate = Fully Burdened Staff Billing Rates x 1.5

Fully burdened staff billing rates/hour for professional positions (categories of positions) as indicated in table format below. If a position is not applicable, indicate 'Not Applicable'. If a position is not listed, utilize 'Other' and describe the position.

<i>Position</i>	<i>Direct Labor Rate (\$/hr)</i>	<i>Billing Rate (\$/hr)</i>
Principal	65.00	171.60
Associate Principal	50.00	132.00
Project Manager/Engineer	46.00	121.44
Project Architect		
Architect		
Technical Manager		
Job Captain		
Designer	35.00	92.40
Draftsperson		
CAD Operator	27.00	71.28
Cost Estimator		
Scheduler		
Specifications Writer		
Administrative Supervisor		
Administrative/Clerical Support	18.00	47.52
Other (describe)		

Provide billing rates, if applicable, for the in-house engineering positions and disciplines in the table below:

<i>Position (In-house Engineering Services)</i>	<i>Direct Labor Rate (\$/hr)</i>	<i>Billing Rate (\$/hr)</i>
Principal		
Associate Principal		
Project Manager		
Project Engineer		
Structural Engineer		
Mechanical Engineer		
Electrical Engineer		
Technical Manager		
Structural Designer		
Mechanical Designer		
Electrical Designer		
Draftsperson		
CAD Operator		
Administrative Supervisor		
Administrative/Clerical Support		
Other (describe)		

APPENDIX D
FEE SCHEDULE AND BILLING RATES

One (1) copy of the Fee Schedule must be completed for the prime consultant (provide one copy for each firm on JV team) and for each subconsultant listed in HRC Attachment 2. These fee schedules shall be bound together and submitted separately in a sealed envelope with the proposal package. The sealed envelope shall be titled "RFQ for DPW / Bureau of Architecture As Needed Design Services - Fee Schedule" with the name of the prime consultant or JV team. The sealed envelope from a selected firm will be opened after the selection process is completed. The City reserves the right to review the schedule and request for changes during contract negotiations.

Consultants must submit billing rates for all prime consultants and subconsultants on the fee schedules. Due to the wide variety of work that may arise, the City reserves the right to negotiate items not specified in the fee schedule or delete certain listed items.

All billable staff rates shall be fully burdened to include labor, benefits, taxes, overhead, profit, healthcare benefit surcharges, minimum compensation accountability surcharges, costs for obtaining insurance and bonds, employee fringe benefits, employee paid time off, employee training, support and administrative services and other ancillary charges.

Rates listed in Master Agreement shall be one single rate for the three-year duration of the contract and shall remain in effect throughout the term of the contract for both the prime consultant and subconsultant.

Final acceptance by the City shall indicate only consent to the Fee Schedule as a basis for preparation for negotiation of task specific Contract Service Orders (CSO's), applications for progress payments, and shall not constitute an agreement as to the value of each indicated item.

Information to be filled out as applicable for prime consultant(s) and for each subconsultant listed in HRC Form 2.

Name of prime consultant or subconsultant:

Roll & RIDLEY Inc.

Overhead rate*:

25 %

An audited rate is preferable but not required. Provide an itemized percentage breakdown of the items that are accounted in the overhead rate. Administrative and clerical support services are considered part of overhead. Fully burdened staff billing rates to be calculated as follows:

$$\text{Billing rate} = ((DL + (DL \times FR) + (DL \times OH)) \times 1.1 = \$ / \text{hour}$$

Where: DL = Direct Labor (base rate)
FR = Fringe (salary burden)
OH = Overhead rate
1.1 = Profit factor

Note: Overtime rate = Fully Burdened Staff Billing Rates x 1.5

Fully burdened staff billing rates/hour for professional positions (categories of positions) as indicated in table format below. If a position is not applicable, indicate 'Not Applicable'. If a position is not listed, utilize 'Other' and describe the position.

Position	Direct Labor Rate (\$/hr)	Billing Rate (\$/hr)
Principal	96.15	200.00
Associate Principal / PM	90.00	180.00
Project Manager		
Project Architect ENGINEER	50.00	120.00
Architect		
Technical Manager		
Job Captain		
Architectural Designer		
Draftsperson	60.00	100.00
CAD Operator	60.00	100.00
Cost Estimator		
Scheduler		
Specifications Writer		
Administrative Supervisor		
Administrative/Clerical Support		
Other (describe) FIELD TECH	40.00	100.00

Provide billing rates, if applicable, for the in-house engineering positions and disciplines in the table below:

Position (In-house Engineering Services)	Direct Labor Rate (\$/hr)	Billing Rate (\$/hr)
Principal		
Associate Principal		
Project Manager		
Project Engineer		
Structural Engineer		
Mechanical Engineer		
Electrical Engineer		
Technical Manager		
Structural Designer		
Mechanical Designer		
Electrical Designer		
Draftsperson		
CAD Operator		
Administrative Supervisor		
Administrative/Clerical Support		
Other (describe)		

ROLLO & RIDLEY, INC.
Statement of Direct Labor and General Overhead
Est. For the Year Ending December 31, 2009

DESCRIPTION	2009 ACTUAL	DIRECT COSTS	INDIRECT COSTS TOTAL	UNALLOWED	ALLOWED	% DIRECT LABOR
DIRECT LABOR	<u>\$350,000</u>	<u>\$350,000</u>				
GENERAL OVERHEAD						
Office Indirect Labor	\$20,000		\$20,000		\$20,000	
Bad Debt Expense	0		0	0	0	
Bank Charges	200		200		200	
Business and Property Taxes	500		500		500	
Business Meals and Meetings	2,000		2,000	0	2,000	
Contributions	3,000		3,000	0	3,000	
Depreciation	100		100		100	
Dues & Professional Licenses	750		750		750	
Education and Seminars	0		0		0	
Equipment Maintenance	0		0		0	
Equipment Rental	0		0		0	
Equipment Storage	0		0		0	
Freight/Postage/Delivery	500		500		500	
Incentive Compensation	0		0	0	0	
Insurance - Key Person Life	0		0		0	
Insurance - Liability & Other	17,442		17,442		17,442	
Interest Expense	500		500	0	500	
Interest Income	0		0	0	0	
Marketing	750		750	0	750	
Motor Vehicle	0		0		0	
Office Supplies & Expense	4,500		4,500		4,500	
Other Personnel Expense	5,000		5,000		5,000	
Parking and Transit	2,200		2,200		2,200	
Payroll Processing	1,100		1,100		1,100	
Printing & Reproduction	4,000		4,000		4,000	
Professional Services	4,000		4,000	0	4,000	
Recruiting	0		0		0	
Rent	14,200		14,200		14,200	
Repairs and Maintenance	50		50		50	
Taxes - State	2,000		2,000	0	2,000	
Taxes - Federal	0		0	0	0	
Telephone	5,000		5,000		5,000	
Temporary Admin Help	500		500		500	
Travel-Business Development	0		0	0	0	
Travel - Admin	0		0		0	
TOTAL GENERAL OVERHEAD	<u>\$88,292</u>		<u>\$88,294</u>	<u>\$ (11)</u>	<u>\$88,293</u>	<u>25%</u>

APPENDIX D
FEE SCHEDULE AND BILLING RATES

One (1) copy of the Fee Schedule must be completed for the prime consultant (provide one copy for each firm on JV team) and for each subconsultant listed in HRC Attachment 2. These fee schedules shall be bound together and submitted separately in a sealed envelope with the proposal package. The sealed envelope shall be titled "RFQ for DPW / Bureau of Architecture As Needed Design Services – Fee Schedule" with the name of the prime consultant or JV team. The sealed envelope from a selected firm will be opened after the selection process is completed. The City reserves the right to review the schedule and request for changes during contract negotiations.

Consultants must submit billing rates for all prime consultants and subconsultants on the fee schedules. Due to the wide variety of work that may arise, the City reserves the right to negotiate items not specified in the fee schedule or delete certain listed items.

All billable staff rates shall be fully burdened to include labor, benefits, taxes, overhead, profit, healthcare benefit surcharges, minimum compensation accountability surcharges, costs for obtaining insurance and bonds, employee fringe benefits, employee paid time off, employee training, support and administrative services and other ancillary charges.

Rates listed in Master Agreement shall be one single rate for the three-year duration of the contract and shall remain in effect throughout the term of the contract for both the prime consultant and subconsultant.

Final acceptance by the City shall indicate only consent to the Fee Schedule as a basis for preparation for negotiation of task specific Contract Service Orders (CSO's), applications for progress payments, and shall not constitute an agreement as to the value of each indicated item.

Information to be filled out as applicable for prime consultant(s) and for each subconsultant listed in HRC Form 2.

Name of prime consultant or subconsultant: JS NOLAN+ASSOCIATES LIGHTING DESIGN, LLC

Overhead rate*: 70.30%

An audited rate is preferable but not required. Provide an itemized percentage breakdown of the items that are accounted in the overhead rate. Administrative and clerical support services are considered part of overhead. Fully burdened staff billing rates to be calculated as follows:

$$\text{Billing rate} = ((DL + (DL \times FR) + (DL \times OH)) * 1.1 = \$ / \text{hour}$$

Where: DL = Direct Labor (base rate)
FR = Fringe (salary burden)
OH = Overhead rate
1.1 = Profit factor

Note: Overtime rate = Fully Burdened Staff Billing Rates x 1.5

Fully burdened staff billing rates/hour for professional positions (categories of positions) as indicated in table format below. If a position is not applicable, indicate 'Not Applicable'. If a position is not listed, utilize 'Other' and describe the position.

<i>Position</i>	<i>Direct Labor Rate (\$/hr)</i>	<i>Billing Rate (\$/hr)</i>
Principal -- Lead Designer	97.00	210.00
Associate Principal		
Lighting Dsgnr. / Proj. Manager	43.50	95.00
Project Architect		
Architect		
Technical Manager		
Job Captain		
Lighting Dsgnr / Proj Coord.	36.00	79.00
Draftsperson		
Lighting Dsgnr / CAD - Tech	26.50	58.00
Cost Estimator		
Scheduler		
Specifications Writer		
Administrative Supervisor		
Administrative/Clerical	24.00	53.00
Other (describe)		

Provide billing rates, if applicable, for the in-house engineering positions and disciplines in the table below:

<i>Position (In-house Engineering Services)</i>	<i>Direct Labor Rate (\$/hr)</i>	<i>Billing Rate (\$/hr)</i>
Principal		
Associate Principal		
Project Manager		
Project Engineer		
Structural Engineer		
Mechanical Engineer		
Electrical Engineer		
Technical Manager		
Structural Designer		
Mechanical Designer		
Electrical Designer		
Draftsperson		
CAD Operator		
Administrative Supervisor		
Administrative/Clerical Support		
Other (describe)		

FORM SFEC-126
NOTIFICATION OF CONTRACT APPROVAL
 (S.F. Campaign and Government Conduct Code § 1.126)

City Elective Officer Information <i>(Please print clearly)</i>	
Name of City elective officer(s): Members, San Francisco Board of Supervisors	City elective office(s) held: Members, San Francisco Board of Supervisors
Contractor Information <i>(Please print clearly)</i>	
Name of Contractor: Tom Eliot Fisch	
<i>Please list the names of (1) members of the contractor's board of directors; (2) the contractor's chief executive officer, chief financial officer and chief operating officer; (3) any person who has an ownership of 20 percent or more in the contractor; (4) any subcontractor listed in the bid or contract; and (5) any political committee sponsored or controlled by the contractor. Use additional pages as necessary.</i>	
1) Douglas Tom, Bobbie Fisch, Amy Eliot, Alyosha Verzhbinsky 2) Douglas Tom 3) Douglas Tom 4) SOHA Engineers, F.W. Associates, Sherwood Design Engineers, Hood Design	
Contractor address: 201 Post Street, 7th Floor, San Francisco, CA 94108	
Date that contract was approved:	Amount of contract: 1,275,000
Describe the nature of the contract that was approved: This contractor is for professional services for the Bayview Opera House Improvements project. The contract services order is a contract under Tom Eliot Fisch's master as-needed contract with DPW.	
Comments: Reference DPW Master Contract number TEFKA CS08, Modification 1, Job 7371A	

This contract was approved by (check applicable)

The City elective officer(s) identified on this form

A board on which the City elective officer(s) serves

San Francisco Board of Supervisors

Print Name of Board

The board of a state agency (Health Authority, Housing Authority Commission, Industrial Development Authority Board, Parking Authority, Redevelopment Agency Commission, Relocation Appeals Board, Treasure Island Development Authority) on which an appointee of the City elective officer(s) identified on the form sits

Print Name of Board

Filer Information <i>(Please print clearly)</i>	
Name of filer: Clerk of the San Francisco Board of Supervisors	Contact telephone number: (415) 554-5184
Address: City Hall, Room 244, 1 Dr. Carlton B. Goodlett Pl., San Francisco, CA 94102	E-mail: BOS.Legislation@sfgov.org

Signature of the Elective Officer (if submitted by City elective officer)

Date Signed

Signature of Board Secretary or Clerk (if Submitted by Board Secretary or Clerk)

Date Signed

Print Form

Introduction Form

By a Member of the Board of Supervisors or the Mayor

Time stamp
or meeting date

I hereby submit the following item for introduction (select only one):

- 1. For reference to Committee.
An ordinance, resolution, motion, or charter amendment.
- 2. Request for next printed agenda without reference to Committee.
- 3. Request for hearing on a subject matter at Committee.
- 4. Request for letter beginning "Supervisor [] inquires"
- 5. City Attorney request.
- 6. Call File No. [] from Committee.
- 7. Budget Analyst request (attach written motion).
- 8. Substitute Legislation File No. []
- 9. Request for Closed Session (attach written motion).
- 10. Board to Sit as A Committee of the Whole.
- 11. Question(s) submitted for Mayoral Appearance before the BOS on []

Please check the appropriate boxes. The proposed legislation should be forwarded to the following:

- Small Business Commission Youth Commission Ethics Commission
- Planning Commission Building Inspection Commission

Note: For the Imperative Agenda (a resolution not on the printed agenda), use a Imperative

Sponsor(s):

Cohen

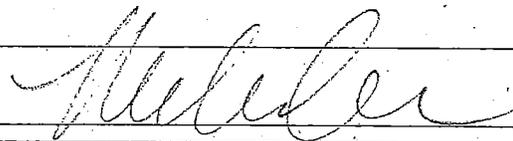
Subject:

Waiver of As Needed Contract Requirements to Complete Design of Bayview Opera House

The text is listed below or attached:

Attached

Signature of Sponsoring Supervisor:



For Clerk's Use Only:

130178 BKT

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