

COMMITTEE/BOARD OF SUPERVISORS
AGENDA PACKET CONTENTS LIST

Committee: City Operations & Neighborhood Ser. Date: April 26, 2010

Board of Supervisors Meeting Date 5/4/10

Cmte Board

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| <input type="checkbox"/> | <input type="checkbox"/> | Motion |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Resolution |
| <input type="checkbox"/> | <input type="checkbox"/> | Ordinance |
| <input type="checkbox"/> | <input type="checkbox"/> | Legislative Digest |
| <input type="checkbox"/> | <input type="checkbox"/> | Budget Analyst Report |
| <input type="checkbox"/> | <input type="checkbox"/> | Legislative Analyst Report |
| <input type="checkbox"/> | <input type="checkbox"/> | Introduction Form (for hearings) |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Department/Agency Cover Letter and/or Report |
| <input type="checkbox"/> | <input type="checkbox"/> | MOU |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Grant Information Form |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Grant Budget |
| <input type="checkbox"/> | <input type="checkbox"/> | Subcontract Budget |
| <input type="checkbox"/> | <input type="checkbox"/> | Contract/Agreement |
| <input type="checkbox"/> | <input type="checkbox"/> | Award Letter |
| <input type="checkbox"/> | <input type="checkbox"/> | Application |
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OTHER

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Completed by: Victor Young

Date April 22, 2010

Completed by: Victor Young

Date 4-22-10

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1 [Accept and Expend Gift- Recreation and Parks Presidio Heights Playground - \$910,800]

2
3 **Resolution authorizing the Department of Recreation and Parks to retroactively accept**
4 **and expend a gift valued at \$910,800 from the Friends of Presidio Heights Playground**
5 **through the San Francisco Parks Trust for Phase One Improvements to Presidio**
6 **Heights Playground.**

7
8 WHEREAS, The City owns real property located in Presidio Heights on Block 1009, Lot
9 24, known as "Presidio Heights Playground" ("Playground"); and

10 WHEREAS, The Friends of Presidio Heights Playground ("Friends") is a park partner
11 with the San Francisco Parks Trust ("Parks Trust"), a non-profit organization acting as fiscal
12 agent; and

13 WHEREAS, Through a community meeting held on July 11, 2007, Friends and the
14 Recreation and Park Department presented a conceptual improvement plan ("Conceptual
15 Plan") for the renovation of the Playground. At that meeting the Conceptual Plan was
16 supported by the community participants to renovate the play equipment to provide safer
17 accommodations for pre-school and school-age children of all abilities, relocation of the
18 basketball court, landscaping, and renovation of the clubhouse, which includes restroom
19 facilities; and

20 WHEREAS, Friends is proposing to implement the Conceptual Plan in two phases.
21 Phase One shall be implemented in two stages: Generally, Phase 1A includes the
22 playground, basketball court and landscape. Phase 1B will include ADA access compliance
23 from the public ROW into the playground, which will begin within 18 months from the start of
24 Phase 1A construction. Phase 1B will also include temporary modifications to the clubhouse
25 restrooms for ADA compliance which is the responsibility of RPD, and which will begin within

1 18 months from the start of Phase 1A construction, if Phase Two construction has not yet
2 begun. Phase Two is contingent on future fundraising efforts. Phase Two generally includes
3 the clubhouse; and

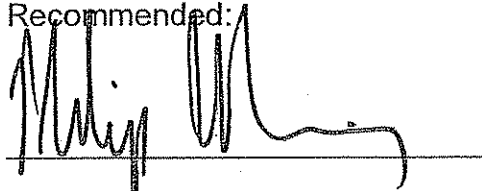
4 WHEREAS, The Recreation and Park Commission approved the Conceptual Plan for
5 the Playground on August 20, 2009, under Resolution No. 0908-009 ("Commission
6 Resolution"); and

7 WHEREAS, Friends, acting through SFPT as its fiscal agent, is proposing to provide a
8 combination of gift-in-place and monetary gift ("Gift") to the City to implement Phase One,
9 including design development, construction documents, construction, change order requests,
10 extra work authorizations, claims for additional cost, construction and project management
11 services and indirect costs, and all related permits and approvals to implement the
12 Conceptual Plan. For informational purposes only, the Friends estimates the Gift to be valued
13 at \$910,800. The intent of Friends is to provide sufficient funds to implement the program of
14 improvements for Phase One of the Conceptual Plan regardless of final cost; and

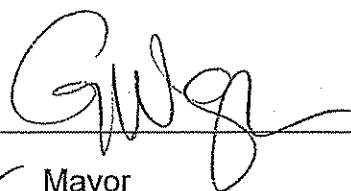
15 WHEREAS, Under the aforementioned Commission Resolution, the Recreation and
16 Park Commission recommends to the Board of Supervisors to accept and expend the Gift;
17 now, therefore, be it

1 RESOLVED, That the Board of Supervisors authorizes the General Manager of the
2 Recreation and Park Department to accept and expend the Gift valued at \$910,800 from the
3 Friends of Presidio Heights Playground through the San Francisco Parks Trust for Presidio
4 Heights Playground.


5
6 Recommended:

7 
8 _____

9 Department Head

Approved: 

For Mayor

Approved: 

ALAN PAVLOVIC
For Controller



Mayor Gavin Newsom
Philip A. Ginsburg, General Manager

December 11, 2009

Angela Calvillo, Clerk of the Board
Board of Supervisors
1 Dr. Carlton B. Goodlett Place, Room 244
San Francisco, CA 94102-4689

Dear Ms. Calvillo:

Attached please find an original and four copies of proposed resolution for the Board of Supervisors approval which will authorize the San Francisco Recreation and Park Department to accept and expend a gift from The Parks Trust.

The following is a list of accompanying documents (five sets):

- Grant Information Form
- Copy of Intent of Fund from Funding Agency
- Copy of Gift Budget

The following person may be contacted regarding this matter: Marvin Yee, (415) 581-2541.

Sincerely,

Philip A. Ginsburg
General Manager, San Francisco Recreation and Park Department



Grant Information Form

File Number: _____ (Provided by Clerk of Board of Supervisors)

Grant Information Form (Effective January 2000)

Purpose: Accept a gift to the Recreation and Park Department valued up to the amount of \$910,800 from The Parks Trust for renovation of the Presidio Heights Playground

The following describes the grant referred to in the accompanying resolution:

1. Grant Title: Gift Acceptance from The Parks Trust
2. Department: Recreation and Park Department, Capital Division
3. Contact Person: Marvin Yee, Project Manager, Telephone: (415) 581-2541
4. Grant Approval Status (check one):
 Approved by funding agency Not yet approved
5. Amount of Grant Funding Applied for: \$ 910,800
6. Amount of Grant funding awarded: \$ 910,800
- 6a. Matching Funds Required: No
- 6b. Source(s) of matching funds (if applicable): NA
- 7a. Grant Source Agency: The Parks Trust
- 7b. Grant Pass-Through Agency (if applicable): Not Applicable.
8. Proposed Grant Project Summary:

Renovation of Presidio Heights Playground
9. Grant Project Schedule, as allowed in approval documents, or as proposed:
Start-Date: January 1, 2010 End-Date: March 31, 2011
10. Number of new positions created and funded: 0
11. If new positions are created, explain the disposition of employees once the grant ends? NA
- 12a. Amount budgeted for contractual services: \$614,145
- 12b. Will contractual services be put out to bid? No
- 12c. If so, will contract services help to further the goals of the department's MBE/WBE requirements? This will further LBE contracting goals as required by the Human Rights Commission. No
- 12d. Is this likely to be a one-time or ongoing request for contracting out? One-time

- 13a. Does the budget include indirect costs? Yes No
 b1. If yes, how much? \$14,524
 b2. How was the amount calculated? Overhead=1.82 x project management hourly rate
 c. If no, why are indirect costs not included?
 Not allowed by granting agency To maximize use of grant funds on direct services.
 Other: All grant funds budgeted for contractual services.

14. Any other significant grant requirements or comments: No

****Disability Access Checklist****

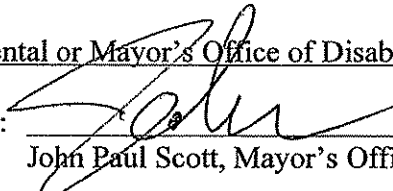
15. This Grant is intended for activities at (check all that apply):

- Existing Site(s) Existing Structure(s)
 Existing Program(s) or Service(s) Rehabilitated Site(s)
 Rehabilitated Structure(s) New Program(s) or Service(s)
 New Site(s) New Structure(s)

16. The departmental ADA Coordinator and/or the Mayor's Office on Disability have reviewed the proposal and concluded that the project as proposed will be in compliance with the Americans with Disabilities Act and all other Federal, State and local access laws and regulations and will allow the full inclusion of persons with disabilities, or will require unreasonable hardship exceptions, as described in the comments section:

Comments:

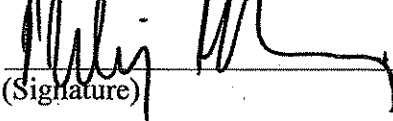
Departmental or Mayor's Office of Disability

Reviewer: 
 John Paul Scott, Mayor's Office on Disability

Date Reviewed: October 23, 2009

Department Approval:

Philip A. Ginsburg, General Manager, Recreation and Park Department


 (Signature)



Mayor Gavin Newsom
Philip A. Ginsburg, General Manager

February 9, 2010

To Whom It May Concern:

The timeline for the gift-in-place from to renovate Presidio Heights Playground is contingent upon fundraising efforts. The Recreation and Park Department is pleased to report that the Friends of Presidio Heights Playground has raised sufficient funds to schedule groundbreaking on March 1, 2010. The gift-in-place shall be complete within one year by February 29, 2011.

For more information, please contact me at (415) 581-2541, or at Marvin.Yee@sfgov.org.

Regards,

A handwritten signature in black ink, appearing to read "Marvin Yee", followed by a long horizontal line extending to the right.

Marvin Yee
Project Manager

MEMORANDUM OF UNDERSTANDING

City and County of San Francisco
Recreation and Park Department

and

San Francisco Parks Trust

and the

Friends of Presidio Heights Playground

for the

RENOVATION OF PRESIDIO HEIGHTS PLAYGROUND

This Memorandum of Understanding ("MOU") is entered into this August 20, 2009, by and among the City and County of San Francisco ("City"), acting through the Recreation and Park Department ("RPD"), the Friends of Presidio Heights Playground, a neighborhood park advocacy group ("Friends"), and the San Francisco Parks Trust, a California non-profit public benefit corporation ("SFPT"); collectively referred to herein as the ("Parties"). The purpose of this MOU is to delineate the responsibilities of each of the parties in the renovation of the Presidio Heights Playground ("Project").

RECITALS

- A. RPD operates and maintains real property at Block 1009, Lot 024, on Clay Street in San Francisco that is described on Exhibit A attached hereto and is commonly referred to as "Presidio Heights Playground" ("Property"). The Property is owned by the City.
- B. Through a community meeting held on July 11, 2007, Friends and RPD presented a conceptual improvement plan ("Conceptual Plan") for the renovation of the Property. At that meeting the Conceptual Plan was supported by the community participants to renovate the play equipment to provide safer accommodations for pre-school and school-age children of all abilities, relocation of the basketball court, landscaping, and renovation of the clubhouse, which includes restroom facilities.
- C. Friends is proposing to implement the Conceptual Plan in two phases as shown in Exhibit B. Phase One shall be implemented in two stages: Generally, Phase 1A includes the playground, basketball court and landscape. Phase 1B will include ADA access compliance from the public ROW into the playground, which will begin within 18 months from the start of Phase 1A construction. Phase 1B will also include temporary modifications to the clubhouse restrooms for ADA compliance which is the responsibility of RPD, and which will begin within 18 months from the start of Phase 1A construction, if Phase Two construction has not yet begun. Phase Two is contingent on future fundraising efforts. Phase Two generally includes the clubhouse.
- D. Friends, acting through SFPT as its fiscal agent, is proposing to provide a combination of gift-in-place and monetary gift ("Gift") to the City to implement Phase One, including design development, construction documents, construction, change order requests, extra work authorizations, claims for additional cost, construction and project management services, and all related permits and approvals to implement the Conceptual Plan. For

informational purposes only, the Friends estimates the Gift to be valued at \$910,800. The intent of Friends is to provide sufficient funds to implement the program of improvements for Phase One of the Conceptual Plan regardless of final cost.

- E. The parties have established a preliminary Project and funding schedule, which is attached hereto as Exhibit C, and a preliminary Project budget, which is attached hereto as Exhibit D.
- F. The primary funding sources for the Project will be private funds. If appropriate, Friends may pursue pro bono services, public funds and grants to supplement private funds. However, Friends will not rely on public funds to complete the project.
- G. Friends' fundraising campaign includes the sale of brick pavers with donor name(s) making a minimum \$1,500 contribution, and a bronze plaque to recognize donors making a minimum \$10,000 contribution to the Gift. Placement of the brick pavers and bronze plaque are subject to the Recreation and Park Commission ("Commission") approval.
- H. Friends intends to propose a gift to the City to implement Phase Two at a future date and contingent on its fundraising efforts.

NOW, THEREFORE, the Parties hereto agree as follows:

- 1. It is the role of the Commission to:
 - a. Approve the Conceptual Plan,
 - b. Approve placement of a donor recognition plaque and bricks, which are to conform to the Commission's Gift Policy (Res. No. 0103-042), and
 - c. Recommend to the Board of Supervisors to accept and expend the Gift for all costs associated with Phase One improvements from Friends, acting through SFPT as fiscal agent.
- 2. Each of the parties hereto acknowledges that, in contemplation of this MOU, SFPT has entered into a fiscal sponsorship agreement with Friends to act as fiscal sponsor for Friends and as an accommodation to Friends and City. In furtherance thereof, to the extent required under California Business and Professions Code section 7040(a), the City shall designate SFPT as an "authorized representative" of the City acting through RPD as such term is used therein.¹
- 3. Friends, through SFPT, shall provide to RPD based on the preliminary project schedule outlined in Exhibit D and associated with Phase One of the Project: (1) monetary funds to cover costs including, but not limited to, design development, construction documents, extra work authorizations, claims for additional cost, construction and project management services, and all related permits and approvals, and (2) a gift-in-place that includes construction, change order requests and all related permits and approvals. The

preliminary project schedule may be amended only by mutual written consent of each of the Parties. SFPT, acting as fiscal agent for Friends, shall not be liable to RPD, City or any other person to provide funds under this MOU except and only to the extent provided by Friends; SFPT shall not be obligated to fund any funding shortfall pursuant to this MOU or any other agreement unless it expressly so agrees in writing.

4. Friends may propose to substitute a portion(s) of the Gift with pro bono services or as a gift-in-place, subject to an amendment of this MOU.
 - a. If, in lieu of a portion of the Gift, Friends shall provide an in-kind donation of detailed plans and construction specifications for the Project, then Friends will provide RPD with five (5) full size sets, five (5) half size sets, and one electronic file-copy of the construction documents bearing the stamp and signature of a licensed landscape architect.
5. Subject to the acceptance of the Gift by the Board of Supervisors, RPD shall provide to Friends the following for the Project:
 - a. Conceptual Plan as approved by the Commission.
 - b. Construction documents, including plans and specifications, and cost estimates for the renovation and construction of the Project. Construction documents shall be reviewed and subject to approval by RPD's General Manager or designee in conformance with an approved program to be developed by the Parties, including but not limited to maintenance considerations.
 - c. Park identification and regulation signs after completion of Phase One.
6. RPD is ultimately responsible for the maintenance of the Project according to the Proposition C park maintenance standards after completion of construction and acceptance by the City.
7. RPD reserves the right to remove or alter the site improvements at its sole discretion. However RPD shall conduct "good faith efforts" to contact SFPT in advance of removing or altering any major component of the site improvements in order to allow SFPT the opportunity to restore the site improvements.
8. This MOU may be amended only by mutual written consent of each of the Parties, executed in the same manner as the original agreement.
9. Indemnification. Subject to any provision in this Agreement or in any subsequent agreement entered into hereunder to the contrary, each party agrees to waive claims against and indemnify the other party as follows:
 - (a) *Friends.*
 - (i) Friends hereby waives all claims and recourse against the City, the Commission and the Department, including the right to contribution for loss or

damage to persons or property arising from, growing out of or connected with Friends' activities under this Agreement, except for claims arising out of and to the extent of the negligence of the City, the Commission or the Department, their officers, agents or employees, other wrongful acts for which the City, the Commission or the Department is responsible under law, or material breach of this Agreement by the City, the Commission or the Department.

(ii) Friends shall protect, indemnify, hold harmless and defend the City, the Commission and the Department, their officers, agents, employees against any and all claims, demands, damages, costs, expenses or liability arising out of Friends' activities under this Agreement, except for liability arising out of and to the extent of the negligence of the City, the Commission or the Department, their officers, agents or employees, other wrongful acts for which the City, the Commission or the Department is responsible under law or material breach of this Agreement by the City, the Commission or the Department.

(b) *The City, the Commission and the Department.*

(i) The City, the Commission and the Department, and each of them, hereby waive all claims and recourse against Friends, including the right to contribution for loss or damage to persons or property arising from, growing out of or connected with each such party's activities under this Agreement, except for claims arising out of and to the extent of the negligence of Friends, its directors, officers, agents or employees, other wrongful acts for which Friends is responsible under law or material breach of this Agreement by Friends.

(ii) The City, the Commission and the Department, jointly and severally, shall protect, indemnify, hold harmless and defend Friends, its directors, officers, agents and employees against any and all claims, demands, damages, costs, expenses or liability arising out of each such party's activities under this Agreement, except for liability arising out of and to the extent of the negligence of Friends, its directors, officers, agents or employees, other wrongful acts for which Friends is responsible under law or material breach of this Agreement by Friends.

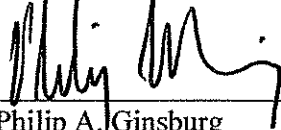
10. Any party, upon written notice to the others, may terminate this MOU. Notice of termination shall be provided to each Party at the addresses below. The Parties addresses for purposes of such notices are:

FRIENDS OF PRESIDIO HEIGHTS PLAYGROUND	SF RECREATION AND PARK DEPARTMENT	SAN FRANCISCO PARKS TRUST
Lana Adair, Volunteer Friends of Presidio Heights Playground 50 Presidio Avenue San Francisco, CA 94115	Philip A. Ginsburg, General Manager SF Recreation & Park Dept. 501 Stanyan Street San Francisco, CA 94117	Karen Kidwell Executive Director San Francisco Parks Trust 501 Stanyan Street San Francisco, CA 94117

FRIENDS OF PRESIDIO HEIGHTS PLAYGROUND	SF RECREATION AND PARK DEPARTMENT	SAN FRANCISCO PARKS TRUST
Melissa Barber, Volunteer Friends of Presidio Heights Playground 3086 Washington Street San Francisco, CA 94115	Rhoda Parhams, Capital Program Division Manager SF Recreation and Park Dept. 30 Van Ness, 5 th Floor San Francisco, CA 94102	Maria D'Angelico San Francisco Parks Trust 501 Stanyan Street San Francisco, CA 94117
Meg Bertero, Volunteer Friends of Presidio Heights Playground 2021 Pacific Avenue San Francisco, CA 94109	Marvin Yee, Capital Program Project Manager SF Recreation and Park Dept. 30 Van Ness, 5 th Floor San Francisco, CA 94102	Pillsbury Winthrop Shaw Pittman LLP 50 Fremont Street San Francisco, CA 94105 Attn: Brian M. Wong
Lucy Humè Koukopolous, Volunteer Friends of Presidio Heights Playground 326 Spruce Street San Francisco, CA 94118	Dennis Kern, Superintendent SF Recreation & Park Dept. 501 Stanyan Street San Francisco, CA 94117	
Amy Hall McNamara, Volunteer Friends of Presidio Heights Playground 242 Laurel Street San Francisco, CA 94118		
Leigh Maurus, Volunteer Friends of Presidio Heights Playground 3439 Sacramento Street San Francisco, CA 94118		

IN WITNESS WHEREOF, the undersigned have indicated their approval effective as of the respective dates set forth to their names.


APPROVED:


Philip A. Ginsburg
General Manager
Recreation and Park Department

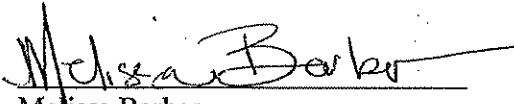
10/29/09
Date


Karen Kidwell
Executive Director
San Francisco Parks Trust

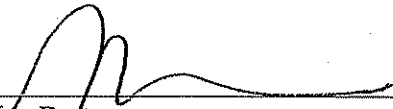
10/26/09
Date


Laria Adair
Volunteer
Friends of Presidio Heights Playground

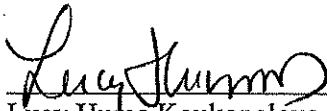
11/05/09
Date


Melissa Barber
Volunteer
Friends of Presidio Heights Playground

11/16/09
Date


Meg Bertero
Volunteer
Friends of Presidio Heights Playground

11/30/09
Date


Lucy Hume Koukopolous
Volunteer
Friends of Presidio Heights Playground

11/6/09
Date

Amy McNamara

Amy Hall McNamara
Volunteer
Friends of Presidio Heights Playground

11/29/09
Date

Leigh Maurus

Leigh Maurus
Volunteer
Friends of Presidio Heights Playground

11/15/09
Date

No. 0908-009

Recreation and Park Commission Resolution No.

Approved as to form:

Virginia Dario Elizondo

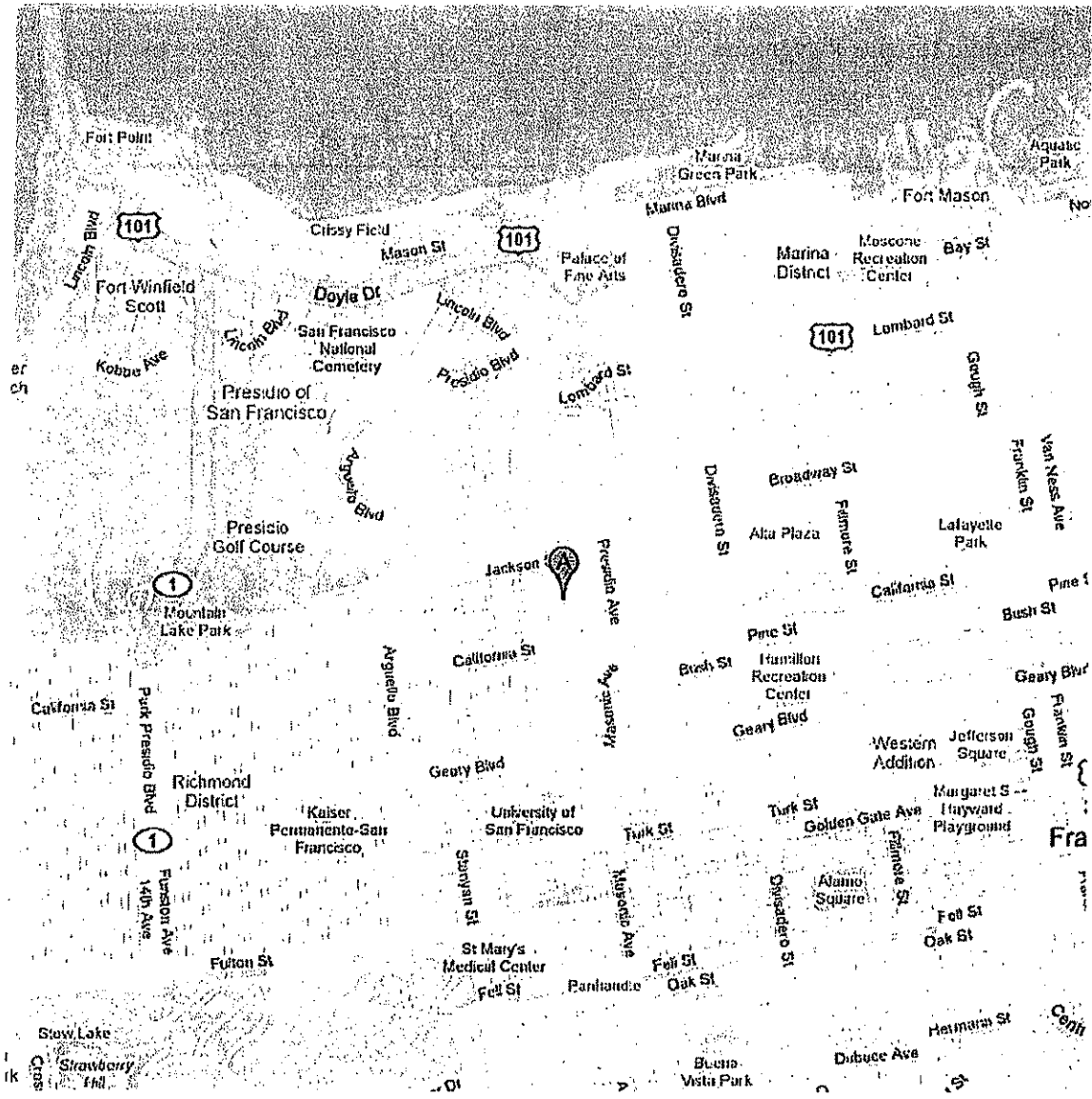
Virginia Dario Elizondo
Deputy City Attorney

Virginia Dario Elizondo 12/4/09
Date

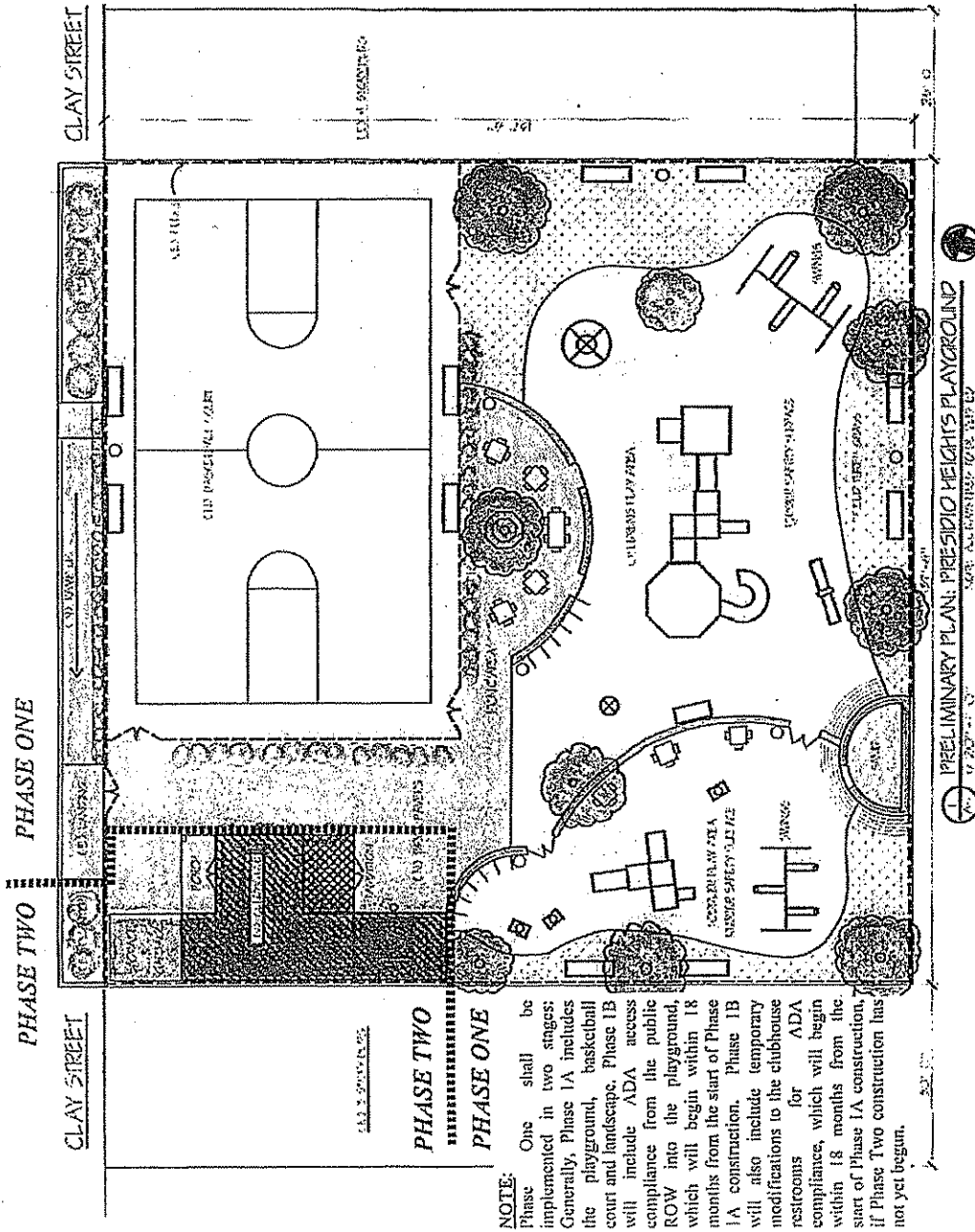
Attachments:

- Exhibit A – Map Showing Project Location
- Exhibit B – Conceptual Plan with Phasing Scheme
- Exhibit C – Preliminary Project and Funding Schedule
- Exhibit D – Preliminary Project Budget

**EXHIBIT A:
MAP SHOWING PROJECT LOCATION**



**EXHIBIT B:
CONCEPTUAL PLAN with PHASING SCHEME**



**EXHIBIT C:
PRELIMINARY PROJECT AND FUNDING SCHEDULE**

Phase	Target Start	Target Finish	Funding*
Planning	NA	NA	NA
			LA/E (\$70,312) Repro (\$3,000) ADA (\$1,500) PM (\$13,500)
Design (4 months)			
Kick-off Mtg.	TBD	TBD	
50% Review	TBD	TBD	
75% Review	TBD	TBD	
90% Review	TBD	TBD	
Complete CD's	TBD	TBD	
			LA/E (\$20,540) CM (\$108,000) MT (\$10,000) PM (\$13,500) Permits (\$3,000)
Construction (6 months)	TBD	TBD	
Closeout (3 months)	TBD	TBD	LA/E (\$1,748)

* Fund to be in place with City at start of each project phase. Excludes Project Reserves.
Refer to Exhibit D for project preliminary budget.

**EXHIBIT D:
PRELIMINARY BUDGET**

Item	Budget	Associated Phase	Type of Gift
Landscape Architecture and Electrical			
Design Development and CD's	\$70,312	Design	Monetary
Construction Support	\$20,540	Construction	Monetary
Project Closeout	\$1,748	Closeout	Monetary
Construction			
Construction Contract	\$584,900	Construction	Gift-in-Place
Construction Contingency (5%)	\$29,245	Construction	Gift-in-Place
Construction Management	\$108,000 ⁽¹⁾	Construction & Closeout	Monetary
Reproductions	\$3,000	Design, Bid/Award & Construction	Monetary
ADA Review	\$1,500	Design & Closeout	Monetary
Materials Testing	\$10,000 ⁽¹⁾	Construction	Monetary
Permits	\$3,000	Bid/Award	Monetary
Project Management	\$27,000	All	Monetary
Project Reserves (6%)	\$51,555	All	Monetary
TOTAL	\$910,800		

Notes:

1. Estimate pending fee proposal for construction management services.

RECREATION AND PARK COMMISSION
City and County of San Francisco
Resolution No. 0908-009

PRESIDIO HEIGHTS – MEMORANDUM OF UNDERSTANDING

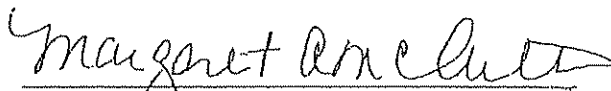
RESOLVED, That this Commission does approve a Memorandum of Understanding with the San Francisco Parks Trust and the Friends of Presidio Heights Playground for the renovation of Presidio Heights Playground that includes the following items: a) Approval of a conceptual renovation plan for Presidio Heights Playground; b) Approval to place a donor recognition plaque and bricks at Presidio Heights Playground; and c)

Recommendation to the Board of Supervisors to accept and expend a gift (combination of gift-in-place and monetary gift) valued at \$910,800 for Phase One improvements from the Friends of Presidio Heights Playground, acting through the San Francisco Parks Trust as fiscal agent.

Adopted by the following vote:

Ayes	6
Noes	0
Absent	1

I hereby certify that the foregoing resolution was adopted at the Special Meeting of the Recreation and Park Commission held on August 20, 2009.


Margaret A. McArthur, Commission Liaison



Mayor Gavin Newsom
Philip A. Ginsburg, General Manager

Gift Acceptance – Presidio Heights Playground Renovation

December 10, 2009

GIFT BUDGET

Item	Budget	Type of Gift
Landscape Architecture and Electrical		
Design Development and CD's	\$70,312	Monetary
Construction Support	\$20,540	Monetary
Project Closeout	\$1,748	Monetary
Construction		
Construction Contract	\$584,900	Gift-in-Place
Construction Contingency (5%)	\$29,245	Gift-in-Place
Construction Management	\$108,000	Gift-in-Place
Reproductions	\$3,000	Monetary
ADA Review	\$1,500	Monetary
Materials Testing	\$10,000	Monetary
Permits	\$3,000	Monetary
Project Management	\$27,000	Monetary
Project Reserves (6%)	\$51,555	Monetary or Gift-in-Place
TOTAL	\$910,800	

