

File No. 121210

Committee Item No. 3

Board Item No. _____

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee: Budget and Finance Committee

Date 01/23/2013

Board of Supervisors Meeting

Date _____

Cmte Board

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<input type="checkbox"/>	<input type="checkbox"/>	Ordinance
<input type="checkbox"/>	<input type="checkbox"/>	Legislative Digest
<input type="checkbox"/>	<input type="checkbox"/>	Budget and Legislative Analyst Report
<input type="checkbox"/>	<input type="checkbox"/>	Legislative Analyst Report
<input type="checkbox"/>	<input type="checkbox"/>	Youth Commission Report
<input type="checkbox"/>	<input type="checkbox"/>	Introduction Form (for hearings)
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<input type="checkbox"/>	<input type="checkbox"/>	Grant Information Form
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Completed by: Victor Young

Date January 18, 2013

Completed by: Victor Young

Date _____

1 [Agreement - Fong and Chan Architects, Inc. - San Francisco General Hospital Rebuild
2 Program]

3 **Resolution ratifying Modification No. 7 to the Architectural and Engineering Design**
4 **Services Agreement with Fong and Chan Architects, Inc., for the San Francisco**
5 **General Hospital Rebuild Program from \$51,507,500 to \$52,521,000 and authorizing the**
6 **Director of Public Works to execute Modification No. 10 from \$52,710,860 to**
7 **\$53,376,607 pursuant to Charter Section 9.118(b).**
8

9 WHEREAS, On September 23, 2008, the Board of Supervisors adopted Resolution
10 403-08 authorizing the Director of Public Works to award a contract for architectural and
11 engineering design services for the San Francisco General Hospital Rebuild Program to Fong
12 & Chan Architects, Inc. for a lump sum fixed fee of \$50,400,000 and a reimbursable expense
13 allowance of \$750,000 for a total contract amount of \$51,150,000; and

14 WHEREAS, Between May 21, 2009 and October 21, 2010, the parties agreed to six
15 separate modifications for increases to the scope of the work which cumulatively added
16 \$357,500 to the contract for a total contract amount of \$51,507,500; and

17 WHEREAS, On May 3, 2011, the parties agreed to a seventh modification which added
18 \$213,500 for an increase to the scope of the work and \$800,000 was for an increase to the
19 reimbursable expense allowance, for a total increase of \$1,013,500, which brought the total
20 contract amount to \$52,521,000; and

21 WHEREAS, Section 9.118(b) of the Charter requires that all agreements having a term
22 in excess of ten years, or requiring expenditures in excess of ten million dollars, or
23 amendments to those agreements in excess of \$500,000 be approved by the Board of
24 Supervisors; and
25

1 WHEREAS, Modification No. 7 inadvertently was not presented to the Board of
2 Supervisors for approval when it was executed; and

3 WHEREAS, The Director of Public Works requests the Board of Supervisors ratify
4 modification No. 7; and

5 WHEREAS, Between October 19, 2011 and April 5, 2012 the parties agreed to an
6 eighth and a ninth modification for increases to the scope of the work which cumulatively
7 added \$189,860 to the contract for a total contract amount of \$52,710,860; and

8 WHEREAS, The Director of Public Works intends to issue Modification No. 10 to
9 increase the scope of services under the contract to include value engineering for
10 telecommunications, major redesign of the uninterruptable power supply system and the
11 addition of an intermediate distribution frame room, additional energy modeling, power and
12 cooling reviews of telecommunications spaces, and the addition of hybrid interventional
13 radiology and hybrid operating rooms for the amount of \$665, 747, resulting in a total contract
14 amount of \$53,376,607; and

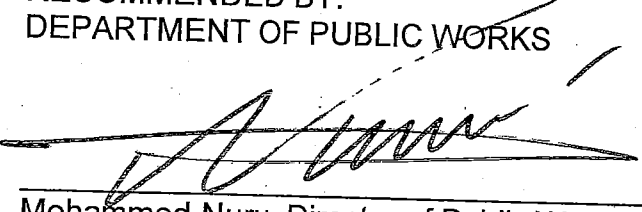
15 WHEREAS, The amount of Modification No. 10, when combined with the amounts of
16 Modifications Nos. 8 and 9, will increase the contract amount by \$855,607, the Board of
17 Supervisors must approve Modification No. 10 under Section 9.118(b) of the Charter; now,
18 therefore, be it

19 RESOLVED, That the Board of Supervisors ratifies modification No. 7 to the
20 Architectural and Engineering Design Services Agreement with Fong & Chan Architects, Inc.
21 for the San Francisco General Hospital Rebuild Program from \$51,507,500 to \$52,521,000;
22 and, be it

23 FURTHER RESOLVED, That the Board of Supervisors authorizes the Director of
24 Public Works to execute Modification No. 10 to the Architectural and Engineering Design
25 Services Agreement with Fong & Chan Architects, Inc. for the San Francisco General Hospital

1 Rebuild Program from \$52,710,860 to \$53,376,607, resulting in a contract amount not to
2 exceed \$53,376,607.

3 RECOMMENDED BY:
4 DEPARTMENT OF PUBLIC WORKS

5 
6
7 Mohammed Nuru, Director of Public Works

Item 3
File 12-1210

Department:
Department of Public Works (DPW)

EXECUTIVE SUMMARY

Legislative Objectives

- The proposed resolution would modify the existing contract between the Department of Public Works (DPW) and Fong & Chan Architects, Inc. (Fong & Chan) for architectural and design services for the San Francisco General Hospital (SFGH) Rebuild Program by (1) retroactively approving Modification No. 7 for \$1,013,500, and (2) approving the proposed Modification No. 10 for \$665,747, totaling \$1,679,247. The total requested contract amount would be \$53,376,607.

Key Points

- The SFGH Rebuild Program is an \$887,400,000 project to replace the existing hospital with a new 284-bed acute care hospital that meets the State's seismic safety requirements for acute care facilities. Fong & Chan were selected to provide architectural and engineering design services for the SFGH Rebuild Program based on a competitive Request for Qualifications (RFQ) in 2008.
- The original contract between Fong & Chan and DPW was for a fixed fee of \$50,400,000 and reimbursable expenses of \$750,000, totaling \$51,150,000. DPW previously entered into Modifications Nos. 1 through 9 from 2009 through 2012, increasing the contract amount by \$1,560,860, from \$51,150,000 to \$52,710,860. Because eight of the nine modifications (Modification Nos. 1 through 6 and 8 through 9) were for less than \$500,000, the modifications were not subject to Board of Supervisors approval.
- DPW entered into Modification No. 7 in 2011, increasing the contract amount by \$1,013,500, without obtaining Board of Supervisors approval due to an administrative oversight. The proposed resolution would retroactively approve Modification No. 7. Additionally, the proposed resolution would approve the proposed Modification No. 10 for \$665,747.

Fiscal Impact

- The proposed resolution would approve the modified contract between Fong & Chan and DPW, previously awarded through a competitive RFQ, for the amount of \$53,376,607, including retroactive approval of Modification No. 7 for \$1,013,500 and approval of the proposed Modification No. 10 for \$665,747, totaling \$1,679,247, as shown in Table 3 below.
- According to Mr. Ron Alameida, SFGH Rebuild Program Manager, although most of the design work is complete, there may be additional modifications during the licensing stage of the SFGH Rebuild Program. After the building is complete and accepted by the Office of Statewide Healthcare Planning and Development (OSHPD) the new hospital will need to be licensed by the California State Department of Health which often drives modifications towards the later stages of the Program.

Recommendation

- Approve the proposed resolution.

MANDATE STATEMENT/BACKGROUND**Mandate Statement**

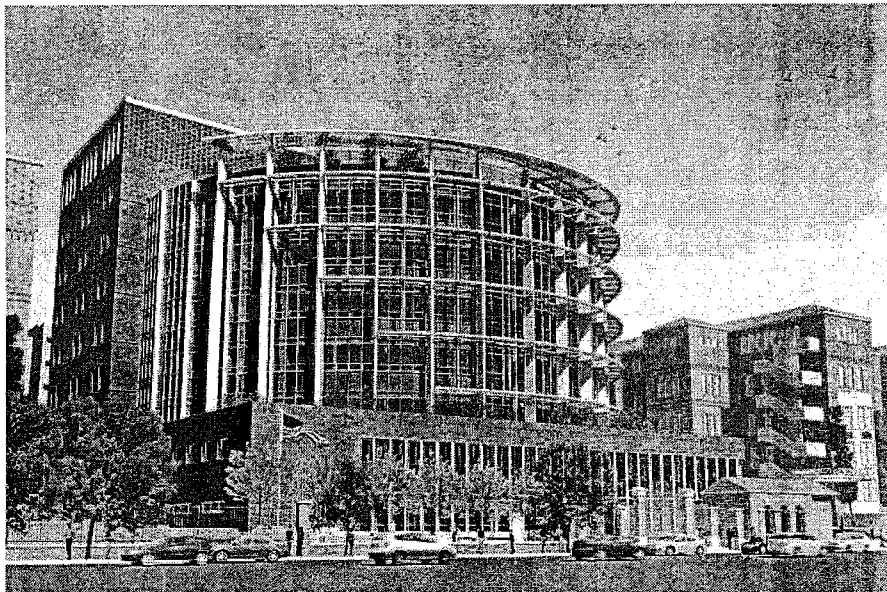
In accordance with City Charter Section 9.118, any contract (a) for more than \$10,000,000, (b) that extends for longer than ten years, or (c) with an amendment of more than \$500,000, is subject to Board of Supervisors approval.

Background

The San Francisco General Hospital (SFGH) Rebuild Program is an \$887,400,000 project which will replace the existing, 37-year old, 7 story main hospital building at the medical center with a facility that meets state seismic safety requirements for acute care facilities. In November 2008, voters passed Proposition A which approved the City's issuance of \$887,400,000 in General Obligation Bonds to fund the SFGH Rebuild Program.

The new hospital building will have approximately 40,000 square feet per floor and will provide 284 general acute care beds, 60 emergency room beds and 14 operating rooms. The facility is being constructed using an earthquake resistant design allowing the hospital to remain operational after an earthquake. According to Mr. Ron Alameida, DPW, SFGH Rebuild Program Manager, the project is on schedule and is expected to be completed by December 2015.

Chart 1
Architectural Design of SFGH Rebuild



On February 12, 2007, the City advertised a Request for Qualifications (RFQ) for the SFGH Rebuild Program's architectural and engineering design services. The City received five

responses and after evaluating each responding firm in accordance with the selection process set forth in the RFQ, scored Fong & Chan Architects, Inc. (Fong & Chan) as the highest responder. On September 23, 2008, the Board of Supervisors authorized the Director of Public Works to award Fong & Chan the architectural and engineering design contract, including construction administrative services for the SFGH Rebuild Program (Resolution 403-08) for a fixed fee of \$50,400,000 and a reimbursable expense allowance of \$750,000 for a total contract amount of \$51,150,000.¹

Contract Modifications

Since the execution of the original contract, the scope of work has been expanded to include various additional services resulting in nine modifications to the contract and the proposed Modification No. 10, as shown in the Attachment to this report, resulting in a total modified contract amount of \$53,376,607.

According to Mr. Alameida, the ten modifications were due to revisions and refinement of the SFGH Rebuild Program requirements to incorporate fire and life safety code changes and new California Geographic Survey design criteria, alterations requested by the Department of Public Health, and responses to technology advancements, which necessitated additional services from Fong & Chan.

The first six modifications to the original contract, as shown in the Attachment, were separately and cumulatively less than the \$500,000 threshold prescribed by Charter Section 9.118, and therefore, approval by the Board of Supervisors was not required.

Modification No. 7 of the contract increased the contract amount by \$1,013,500. According to Mr. Alameida, DPW did not submit Modification No. 7 to the Board of Supervisors for approval, as required by Charter Section 9.118, due to an administrative error.

DETAILS OF PROPOSED LEGISLATION

The proposed resolution would modify the existing contract between Fong & Chan Architects, Inc. (Fong & Chan) and DPW by:

- (1) Retroactively approving Modification No. 7; which would increase the contract amount by \$1,013,500; and
- (2) Authorizing the Director of Public Works to execute the proposed Modification No. 10 which would increase the contract amount by \$665,747, from \$52,710,860² to \$53,376,607.

¹ Under the contract, Fong & Chan is paid a fixed fee for completing each of six phases specified in the contract, including schematic design, design development, construction document, construction bid and Office of Statewide Healthcare Planning and Development (OSHDP) approval, construction administration, and warranty phases. Article 8.4 of the existing contract provides for certain reimbursable expenses which include but not limited to: excess insurance coverage (Article 8.4.6 of the Contract); presentation boards (Article 2.15.11); model of the hospital (Article 2.15.12); and other reimbursable expenses allowable by the Contract.

² Modifications No. 8 and 9 increased the contract by \$189,860, from \$52,521,000 to \$52,710,860.

On May 3, 2010, Modification No. 7, in the amount of \$1,013,500, was authorized by the Director of Public Works which added three new tasks and increased the reimbursable expense allowance as shown in Table 1 below.

Table 1
Expenditures for the Modification No. 7 (Retroactive Approval)

Task Description	Amount
Task 1 - Additional Specialized Room and Telecom Revisions	\$146,500
Task 2 - Fire Protection for Telecommunications	51,500
Task 3 - Additional Telecom Site Pathway Routing	15,500
Subtotal	213,500
Reimbursable Expense Allowance	800,000
Total	\$1,013,500

The proposed Modification No. 10, in the amount of \$665,747, would add five new tasks to the contract thus increasing the scope of services as shown in the Table 2 below.

Table 2
Expenditures for the Proposed Modification No. 10

Task Description	Amount
Task 1 - Value Engineering for Telecommunications	\$93,673
Task 2 - Major Redesigns to Uninterruptable Power Supply System & Additional Rooms	271,520
Task 3 - Additional Energy Modeling	4,950
Task 4 - Review Power and Cooling Requirements	5,624
Task 5 - Revision of Construction Documents	289,980
Total	\$665,747

FISCAL IMPACT

The contract with Fong & Chan, to provide architectural and design services for the SFGH Rebuild Program, was previously awarded by DPW through a competitive RFQ process. The requested retroactive approval of Modification No. 7 in the amount of \$1,013,500 and the requested approval of the proposed Modification No. 10 in the amount of \$665,747, or a combined total of \$1,679,247, would result in a total requested contract amount of \$53,376,607, as shown in the Attachment and in Table 3 below.

Table 3
Original Contract and Modifications

Modification Number	Original and Modification Amount	Total
Original Contract Amount	\$51,150,000	\$51,150,000
Modification No. 1	\$27,600	\$51,177,600
Modification No. 2	101,200	\$51,278,800
Modification No. 3	175,000	\$51,453,800
Modification No. 4	27,000	\$51,480,800
Modification No. 5	8,000	\$51,488,800
Modification No. 6	18,700	\$51,507,500
Modification No. 8	156,860	\$51,664,360
Modification No. 9	<u>33,000</u>	\$51,697,360
Subtotal, Prior Modifications	\$547,360	
Retroactive Approval Modification No. 7	1,013,500	\$52,710,860
Proposed Modification No. 10	<u>665,747</u>	\$53,376,607
Subtotal, Proposed Modifications	\$1,679,247	
Total Modified Contract	\$2,226,607	\$53,376,607

Mr. Alameida noted that although most of the design work is complete, there may be additional modifications during the licensing stage of the SFGH Rebuild Program. After the building is complete and accepted by the Office of Statewide Healthcare Planning and Development (OSHPD) the new hospital will need to be licensed by the California State Department of Health which could result in further modifications in the later stages of the Program.

RECOMMENDATION

Approve the proposed resolution.

**Attachment
Contract Modifications**

Modification Number	Date	Description	Modification Amount	Total Contract Amount
Original Contract				\$51,150,000
1	5/22/2009	Additional fire & life safety consulting services due to code changes.	\$27,600	\$51,177,600
2	7/21/2009	Additional structural design services as required by new criteria enforced by California Geological Survey.	\$101,200	\$51,278,800
3	5/24/2010	Dietary add service – additional architectural/engineering associated with expansion of food service area.	\$175,000	\$51,453,800
4	10/25/2010	Additional architectural/engineering services for revised permanent reconfiguration of the South Turnaround and Parking Areas.	\$27,000	\$51,480,800
5	12/23/2010	Hybrid Operating Room Study.	\$8,000	\$51,488,800
6	12/23/2010	Landscape Revisions for Art – Revisions to the landscape drawings and specifications to incorporate art work for the Project.	\$18,700	\$51,507,500
7	5/3/2011	Additional architectural/engineering services for telecommunications changes in the amount of \$213,500 and increase of reimbursable expense allowance in the amount of \$800,000.	\$1,013,500	\$52,521,000
8	10/19/2011	Revisions to the Construction Documents (Bid Set) to incorporate telecommunication changes.	\$156,860	\$52,677,860
9	4/5/2012	Revisions to the Construction Documents for relocation of Medical Gas Storage Tank.	\$33,000	\$52,710,860
10	Proposed Modification	Design revisions to provide value engineering options for the telecommunications scope; and addition of hybrid interventional radiology (IR)/hybrid operating rooms (OR).	\$665,747	\$53,376,607
Total			\$2,226,607	\$53,376,607



Edwin M. Lee, Mayor
Mohammed Nuru, Director

Office of the Director
1 Dr. Carlton B. Goodlett Place, City Hall, Room 348
San Francisco, CA 94102
(415) 554-6920 ■ www.sfdpw.org



TO: Honorable David Chiu
President of the Board of Supervisors

FROM: Mohammed Nuru
Director, Department of Public Works

DATE: November 28, 2012

SUBJECT: San Francisco General Hospital Rebuild Program

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Ratification of Modification No. 7 and Approval of Modification No. 10 to the Architectural and Engineering Design Services Agreement for the San Francisco General Hospital Rebuild Program

The Department of Public Works is requesting approval to complete contract modifications to the Architectural and Engineering Design Services Agreement for the San Francisco General Hospital Rebuild Program Agreement from \$51,507,500.00 to \$52,521,000.00, to ratify required additional services as described in the attached Modification No. 7; as well as, authorize the Director of Public Works to execute Modification No. 10 for additional design services for the SFGH Rebuild from \$52,710,860 to \$53,376,607.

Background

Following a competitive Request for Qualifications (RFQ) process, the Department of Public Works (DPW) on June 19, 2008 entered into an Agreement with Fong and Chan Architects, to provide architectural and engineering design services for the San Francisco General Hospital Rebuild Program for a lump sum fixed fee of \$50,400,000 and a reimbursable expense allowance of \$750,000, for a total contract amount of \$51,150,000 for the described scope of work per the Request for Qualifications. Since entering into the contract, the development of the design and construction for the new acute care hospital through the course of the past five years has identified various additional services needs redefining or expanding on the original scope of work, as defined in the contract. Between May 21, 2009 and April 5, 2012, the Department of Public Works agreed to nine separate modifications for increases to the scope of the work, which cumulatively added \$1,560,860 to the contract for a total revised contract amount of \$52,710,860. It has since been realized that the Department of Public Works should have presented Modification No. 7 to the Board of Supervisors for approval as required by Section 9.118(b) of the City Charter. The Department of Public Works now seeks ratification of

Modification No. 7 in an effort to bring the SFGH Rebuild contract with Fong and Chan Architects into compliance with Section 9.118(b) of the City Charter.

Section 9.118(b) of the Charter requires that all agreements having a term in excess of ten years, or requiring expenditures in excess of ten million dollars, or cumulative amendments to those agreements in excess of \$500,000 be approved by the Board of Supervisors. On May 3, 2011, the Department of Public Works and Fong and Chan Architects agreed to the seventh modification which added a total of \$1,013,500 to the contract, of which \$213,500 was for an increase to the scope of the work and \$800,000 was for an increase to the reimbursable expense allowance to meet the insurance cost obligations stipulated in the original contract. As such, Modification No. 7 surpassed the \$500,000 cumulative change to contract requiring Board of Supervisor approval. Since this occurrence, the Department of Public Works and the City Attorney's office has elevated staff awareness of the Section 9.118(b) requirements of the Charter to ensure future adherence to the Section 9.118(b) requirements at time of contract modification.

The Department of Public Works also seeks at this time approval of Modification No. 10, which addresses the following increases in scope of services: (1) value engineering for telecommunications; (2) major redesign of the uninterruptable power supply system and the addition of an intermediate distribution frame room; additional energy modeling; (3) power and cooling reviews of telecommunications spaces; and (4) addition of hybrid interventional radiology and hybrid operating rooms for the amount of \$665,747, resulting in a total revised contract amount of \$53,376,607. The additional services associated with Modification No. 10 will allow the SFGH Rebuild to finalize design revisions required to maintain the budgeted construction cost for the low voltage systems, which includes the building automation structure, building electrical infrastructure, and telecommunication network. In addition, Modification No. 10 will authorize the Fong and Chan Team to provide design services to incorporate state-of-the-art, combined imaging and surgical functioned operative suite into the new hospital. This new state-of-the-art imaging and surgical suite was always part of the original building program commitment, but further detailed development into the definition of this imaging and surgical suite precipitated the need for additional add design services.

Funding for the revised contract amount is available within the current overall forecasted program budget, which recognized the need for additional services over the nearly ten year duration of the SFGH Rebuild Program.

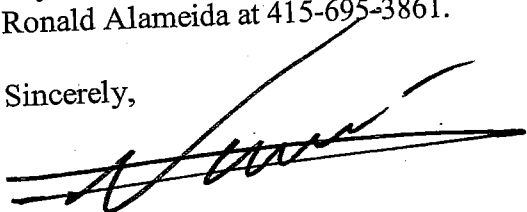
We respectfully request your approval of the contract modifications to amend the Fong and Chan Architects Agreement for the San Francisco General Hospital Rebuild Program by increasing the contract amount from \$51,507,500.00 to \$53,086,627, including:

- Ratification of Contract Modification 7 to bring SFGH Rebuild in compliance with Section 9.118(b) of the Charter.
- Approval of Contract Modification 10 in accordance with requirements of Section 9.118(b) of the Charter.



If you have any questions, please feel free to call me at 415-554-6920, or Program Manager Ronald Alameida at 415-695-3861.

Sincerely,



Mohammed Nuru,
Director

cc: Edgar Lopez
Ronald Flynn

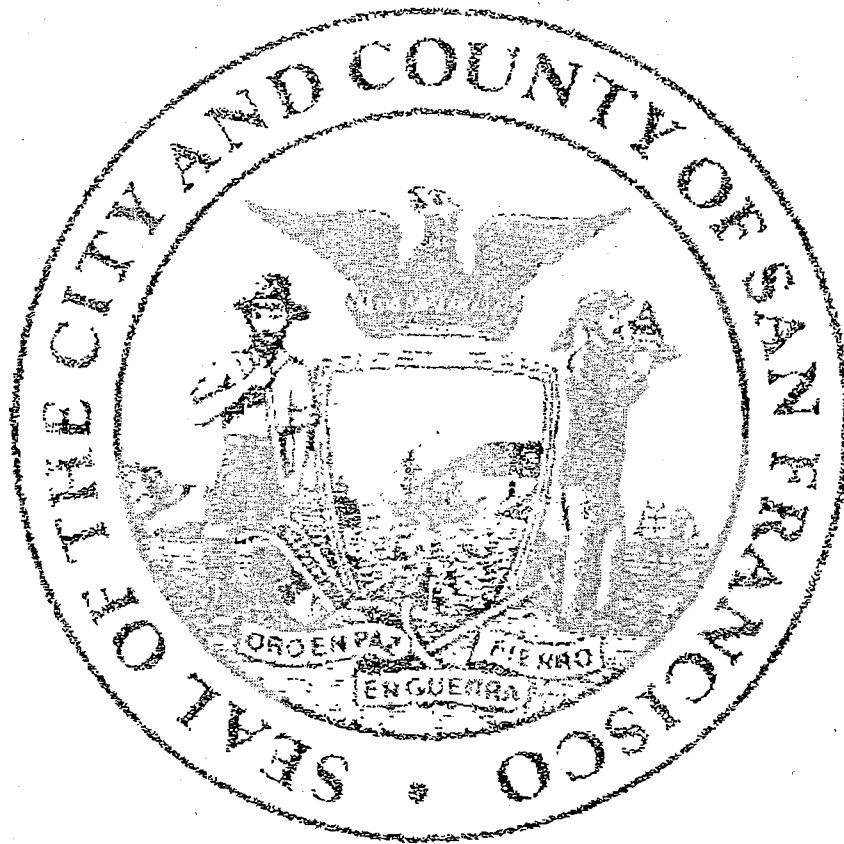
ATTACHMENTS:

1. Fong and Chan Architects Contract, executed June 19, 2008
2. Fong and Chan Architects Contract Modification No. 7
3. Fong and Chan Architects Contract Modification No. 10
4. Presentation to Board of Supervisors – Request for Contract Modification Approval Exceeding \$10M, Dated November 2012



ATTACHMENT 1

AGREEMENT



**SAN FRANCISCO GENERAL HOSPITAL REBUILD
PROGRAM
1001 POTRERO AVENUE**

AGREEMENT BETWEEN
CITY AND COUNTY OF SAN FRANCISCO

AND

FONG & CHAN ARCHITECTS

TO FURNISH

ARCHITECTURAL AND ENGINEERING

DESIGN SERVICES

FOR

THE SAN FRANCISCO GENERAL HOSPITAL REBUILD PROGRAM

6694A

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>Page</u>
1. THE PROJECT.....	2
1.1. DESCRIPTION.....	2
1.2. FIXED CONSTRUCTION BUDGET.....	3
1.3. SCHEDULE OF SERVICES.....	6
1.4. PROGRAM.....	7
2. DEFINITIONS.....	10
2.1. ADDITIONAL SERVICES.....	10
2.2. ADVISE.....	10
2.3. APPROPRIATE AUTHORITIES.....	10
2.4. ARCHITECT.....	10
2.5. AUTHORIZATION.....	10
2.6. BASIC SERVICES.....	11
2.7. CONTROLLER.....	11
2.8. CITY.....	11
2.9. PROJECT ARCHITECT.....	11
2.10. CONTRACT DOCUMENTS.....	11
2.11. CONSTRUCTION DOCUMENTS.....	11
2.12. CONSTRUCTION MANAGER/GENERAL CONTRACTOR (CM/GC).....	12
2.13. CONSTRUCTION MANAGER AT-RISK MODE OF CONTRACTING.....	13
2.14. CORE SUBCONTRACTORS.....	13
2.15. DRAWING SET.....	13
2.16. PROJECT MANAGER (PM).....	15
2.17. REQUEST FOR PROPOSALS.....	15
2.18. CITY CONSULTANTS.....	15
3. STANDARD OF PERFORMANCE.....	16
4. ARCHITECT'S BASIC SERVICES / GENERAL PROVISIONS.....	16
4.1. CONSULTING SERVICES.....	17

4.2.	DESIGNATION OF KEY EMPLOYEES AND CONSULTANTS	18
4.3.	COORDINATION OF DESIGN TEAM	19
4.4.	COORDINATION WITH CM/GC AND ITS SUBCONTRACTORS	19
4.5.	COORDINATION WITH PUBLIC AGENCIES AND PUBLIC UTILITIES	19
4.6.	COORDINATION WITH CITY	20
4.7.	CITY COST CHANGE CONTROL PROCEDURE	21
4.8.	COST ESTIMATING	22
4.9.	CODE COMPLIANCE	23
4.10.	MEETINGS WITH CITY AND OTHERS	24
5.	ARCHITECT'S BASIC SERVICES / DESIGN PHASES	25
5.1.	SCHEMATIC DESIGN PHASE	25
5.2.	DESIGN DEVELOPMENT PHASE	28
5.3.	CONSTRUCTION DOCUMENT PHASE	30
6.	ARCHITECT'S BASIC SERVICES / CONSTRUCTION PHASES	34
6.1.	CONSTRUCTION BID/NEGOTIATION PHASE	35
6.2.	CONSTRUCTION ADMINISTRATION PHASE	37
6.3.	WARRANTY PHASE	46
7.	ADDITIONAL SERVICES	47
8.	COMPENSATION	49
8.1.	BASIC SERVICES	49
8.2.	ADDITIONAL SERVICES	49
8.3.	FURNISHINGS, FURNITURE AND EQUIPMENT NOT AFFIXED	50
8.4.	REIMBURSABLE EXPENSES	50
8.5.	PAYMENT SCHEDULE AND INVOICES	52
8.6.	WITHHOLDING OF PAYMENT	57
8.7.	DISALLOWANCE	57
8.8.	PAYMENT DOES NOT IMPLY ACCEPTANCE OF WORK	58
9.	CITY'S RESPONSIBILITIES	58
9.1.	APPROVALS	58
9.2.	BIDS	58
9.3.	BUILDING INSPECTORS	58
9.4.	DEFICIENCIES	58
9.5.	FEES	58

9.6.	HAZARDOUS SUBSTANCES	59
9.7.	NON-AFFIXED FURNITURE AND EQUIPMENT	59
9.8.	PROJECT DATA.....	59
9.9.	PROJECT MANAGER	60
9.10.	RESPOND TO SUBMITTALS	60
9.11.	TESTS AND INSPECTIONS	61
10.	DOCUMENTS AND OWNERSHIP OF DOCUMENTS	61
11.	TERMINATION OF AGREEMENT	63
11.1.	BY EITHER PARTY FOR FAULT	63
11.2.	BY CITY FOR CONVENIENCE.....	63
11.3.	PROCEDURE UPON TERMINATION	63
12.	INSURANCE COVERAGES	64
13.	INDEMNIFICATION	67
13.1.	GENERAL INDEMNITY	67
13.2.	LIMITATIONS.....	68
13.3.	COPYRIGHT INFRINGEMENT	68
14.	MODIFICATIONS	69
15.	INDEPENDENT CONTRACTOR	69
16.	AUDIT AND INSPECTION OF RECORDS	70
17.	SUBCONSULTANTS.....	71
18.	TAXES	71
19.	PROPRIETARY INFORMATION OF THE CITY	71
20.	ADMINISTRATIVE REMEDY FOR AGREEMENT INTERPRETATION.....	72
21.	SEVERABILITY	72
22.	ENTIRE AGREEMENT	72
23.	NOTICES	72
24.	GUARANTEED MAXIMUM COSTS	73
25.	LIABILITY OF THE CITY	73
26.	QUALIFIED PERSONNEL.....	74
27.	RESPONSIBILITY FOR EQUIPMENT.....	74
28.	OWNERSHIP OF EQUIPMENT	74
29.	ASSIGNMENT	75
30.	SUCCESSORS AND ASSIGNS	75

31.	NON-WAIVER OF RIGHTS	75
32.	COMPLIANCE WITH LAWS.....	75
33.	COMPLIANCE WITH AMERICANS WITH DISABILITIES ACT	75
34.	AGREEMENT MADE IN CALIFORNIA; VENUE	76
35.	SUBMITTING FALSE CLAIMS.....	76
36.	INCIDENTAL AND CONSEQUENTIAL DAMAGES	77
37.	OTHER AGREEMENTS BETWEEN THE CITY AND THE ARCHITECT	77
38.	WORKS FOR HIRE	77
39.	CONSTRUCTION	78
40.	SOLE BENEFIT	78
41.	NON-DISCRIMINATION IN CITY CONTRACTS AND BENEFITS ORDINANCE	78
41.1.	CONTRACTOR SHALL NOT DISCRIMINATE	78
41.2.	SUBCONTRACTS	78
41.3.	NON-DISCRIMINATION IN BENEFITS	79
41.4.	CONDITION TO CONTRACT.....	79
41.5.	INCORPORATION OF ADMINISTRATIVE CODE PROVISIONS BY REFERENCE	79
42.	LOCAL BUSINESS ENTERPRISE UTILIZATION; LIQUIDATED DAMAGES	80
42.1.	THE LBE ORDINANCE.....	80
42.2.	COMPLIANCE AND ENFORCEMENT.....	80
43.	REQUIRING MINIMUM COMPENSATION FOR EMPLOYEES.....	83
44.	REQUIRING HEALTH BENEFITS FOR COVERED EMPLOYEES	87
45.	FIRST SOURCE HIRING PROGRAM.....	89
46.	EARNED INCOME CREDIT (EIC) FORMS.....	95
47.	MACBRIDE PRINCIPLES--NORTHERN IRELAND.....	96
48.	DRUG-FREE WORKPLACE POLICY	96
49.	SUNSHINE ORDINANCE	96
50.	NONDISCLOSURE OF PRIVATE INFORMATION.....	96
51.	LIMITATIONS ON CONTRIBUTIONS	97
52.	PROHIBITING USE OF CITY FUNDS FOR POLITICAL ACTIVITY	97
53.	RESOURCE CONSERVATION	98
54.	TROPICAL HARDWOOD AND VIRGIN REDWOOD BAN	98
55.	PRESERVATIVE-TREATED WOOD CONTAINING ARSENIC	98

56.	GRAFFITI REMOVAL.....	99
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ATTACHMENTS

1. Schedule of Services
2. Fee Schedule – Superseded by Article 8.5
3. Local Business Enterprise and Non-Discrimination in Contracting Ordinance
4. Project Work Plan Outline dated August 10, 2007
5. Hourly Rate Schedule
6. Organization Chart and Directory of Subconsultants
7. San Francisco Art Commission Civic Design Review Committee Guidelines
8. Chapter 82 Resource Efficiency Requirements for CITY-owned facilities and CITY Leaseholds Sec. (Green Building Ordinance).
9. "Statement of Probable Project Cost" dated March 2008.

AGREEMENT BETWEEN
THE CITY AND COUNTY OF SAN FRANCISCO

and

FONG & CHAN ARCHITECTS

THIS AGREEMENT is made between the City and County of San Francisco, a public entity, acting through its Department of Public Works (the "City"), and Fong & Chan Architects, Inc., a California corporation (the "Architect").

WHEREAS, the City desires the Architect to render professional services in connection with the design and construction of the San Francisco General Hospital Rebuild Program; and

WHEREAS, the Architect represents that it possesses the requisite professional expertise, experience and resources to render these services in accordance with the terms of this Agreement; and

WHEREAS, the San Francisco Civil Service Commission approved this Agreement by Resolution No. PSC# 4105-06/07, dated February 22, 2007.

NOW, THEREFORE, the City and the Architect agree as follows:

1 THE PROJECT

1.1 DESCRIPTION

1.1.2 The City does hereby engage the Architect to perform, under the terms and conditions in this Agreement, professional services for the complete design and construction of the San Francisco General Hospital Rebuild Program (the "Project").

1.1.3 The Project is more fully described in (1) the "Request for Qualifications RFQ SFGH – A&E 2007" dated February 2007 and all attachments and addenda ("RFQ"), (2) the "New Hospital Site Feasibility Study" dated

September 25, 2006 prepared by Anshen + Allen ("Feasibility Study"), (3) the "Space Program San Francisco Hospital Medical Center" ("Space Program") dated May 31, 2007 prepared by the Architect and (4) the "Statement of Probable Project Cost" ("Statement of Cost") dated March 2008, prepared by the Owner, Architect and the CM/GC. Each of these items is incorporated in to this Agreement by reference. The latter two are also attached to this Agreement as attachments 13 and 14.

The Project is located on the grounds of the existing San Francisco General Hospital in the City and County of San Francisco. The Project includes all of the facilities and functions required to operate an acute care hospital.

1.1.4 The Architect will be required to develop the Project in multiple increments or sub-projects, each of which will require all of the services necessary for design, permitting and construction of various items. Those increments/sub-projects are:

- **SITE UTILITIES RELOCATION PROJECT:** Site clearing & demolition and relocation of existing site utilities as required within the new Hospital Building Project site. The work also includes trenching and construction for new site utilities as required for the new Hospital Building.
- **SERVICE BUILDING MODIFICATIONS PROJECT:** New utility work required for the project located within the existing Service Building.
- **THE NEW MAIN HOSPITAL BUILDING.** This work is to be developed as two increments:
 - a. Foundation and structural frame work required for the new Hospital Building
 - b. Building Completion

1.2 FIXED CONSTRUCTION BUDGET LIMIT

1.2.1 The fixed construction budget limit ("FCBL") for the Project is \$509,000,000 (as of April 2008). The FCBL shall be adjusted on an on-going basis based on the ENR construction cost index most applicable to this project and location. The City, in its sole discretion, may modify the FCBL or may apply additive or deductive alternates to any of the bid packages to meet the FCBL.

1.2.2 The FCBL includes all of the costs of construction, except for: (a) construction contingencies and additive or deductive alternates, (b) the cost of furniture, equipment, telephones and business networks, and (c) the cost of artwork that is to be incorporated in the Project as an integral building or site element. The Architect is responsible for designing a comprehensive and complete Project that can be built within +/- 5% of the FCBL. Because construction will proceed in phases (and sometimes concurrently) as the trade packages are prepared and awarded, the Architect will monitor the design and continuously prepare updated construction estimates of the construction costs for the Project as the design is developed and also as trade packages are awarded or bid.

The CM/GC is responsible for preparing the trade packages and subcontracts for all bid and negotiated subcontracts, including subcontracts with any Core Subcontractors. The Architect will cooperate with the CM/GC and provide all design assistance and coordination that is required to timely prepare the trade packages and subcontracts for bid and/or negotiation and award.

In the event that cost estimates at any point in the course of design and/or construction of the Project indicate that the FCBL will likely be exceeded, the Architect shall, when requested to do so by the City, revise or modify the design and the construction documents plans and specifications at no cost to the City and assist the CM/GC and the City with re-bidding the Project as a whole, re-bidding any phase of the project, or re-bidding any trade package(s), also at no cost to the City, until the cost to build the Project is within 5% of the FCBL.

- 1.2.3** The Architect shall, at no cost to the City, design additive alternates with an estimated total value of not less than five percent (5%) and deductive alternates with an estimated total value of not less than five percent (5%) of the FCBL with final determination by the CITY as to the scope of such alternates and as to which alternates shall be a part of a bid package. The Architect, the City, and the CM/GC will confer at all phases and decide on all alternates.
- 1.2.4** In the event that redesign services are necessary after the CITY has received bids for construction of the Project and additive and deductive alternates have not reduced the cost sufficiently to get within 5% +/- of the FCBL, the CITY shall cooperate with the Architect in allowing design changes, including, if necessary, changes which reasonably affect the size and quality of the Project. The Architect must complete any redesign for permit submittal within two (2) months of notification by the CITY of its intent to redesign.
- 1.2.5** In the event that redesign services are performed after the Architect has received notification by the CITY to redesign and/or modify the Construction Documents, preparation of modified Construction Documents and preparation of a Final Engineer's Estimate of Construction Cost, and obtaining CITY approval of the final Construction Documents, shall be the limit of the Architect's strict responsibility arising out of the establishment of the FCBL, provided that the redesign and/or modification achieves the FCBL. This, however, shall in no way limit the Architect's responsibility or the CITY's remedies in the event that the reason that the FCBL was exceeded was the result of the Architect's negligent acts, errors or omissions.
- 1.2.6** Should the City accept a Core Subcontractor's price or a non-Core Subcontractor's competitive bid on any trade package, which price or bid is greater than the estimated cost for that trade package, there shall be no additional compensation (i.e., no correlative proportional increase in fee) to the Architect but the FCBL will be increased by the amount (on a dollar, not percentage, basis) that the accepted price or accepted bid

exceeds 105% of the estimated cost for that trade package. The FCBL will not be adjusted, however, to account for the value of subcontracts negotiated pursuant to the authority granted by Ordinance 202-07 except to the extent such subcontracts are negotiated at premium prices through no fault of the Architect.

1.3 SCHEDULE OF SERVICES

1.3.1 Time is of the essence of this Agreement with respect to the performance of all provisions of this Agreement and with respect to all Project schedules, in which a definite time for performance by the Architect is specified; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace period provided for in this Agreement. The parties acknowledge that delay is one of the greatest causes of waste and increased expense in any construction project. The Architect shall act diligently in anticipating and performing its required tasks in a manner so as to not unreasonably delay the prosecution of any services or work with respect to the Project.

1.3.2 Attachment 1 to this Agreement (Schedule of Services) is a preliminary schedule of services that shows in summary fashion the sequence of tasks required to complete the Project and the schedule for completing all of the services required under this Agreement. No later than fifteen (15) days after the date that the City issues a Notice to Proceed (NTP) to the Architect, the Architect shall submit a progress schedule of services in the form of a progress Gantt (schedule bar) chart to the City for its approval. At a minimum, the progress schedule must: (a) provide a schedule for completing each phase of the work required under this Agreement, (b) identify the tasks to be performed during each phase, and (c) identify the sequence in which key activities will be performed, including review and approval by the City and any other local, state or federal entity as may be required in order to complete the services required under this Agreement, but excluding detailed construction schedules. The Architect shall adopt the schedule as a baseline schedule once it is approved by the City. Thereafter, the Architect shall

submit a monthly progress schedule to the City that shows the actual progress achieved that month as compared to the baseline schedule.

1.3.3 Should the Architect be required to perform Construction Administration Phase services for a period beyond a total duration of 72 months, due to no fault of the Architect, the Architect is entitled to additional compensation and is obligated to provide complete and accurate documentation of all actual increased cost of performance of its services. In the event that the construction is delayed beyond the scheduled completion date due to the fault of the Architect, as determined by the CITY in its sole discretion, then the Architect shall continue to provide Construction Administration services in accordance with this Agreement through the actual completion of construction at no additional charge to the CITY. Architect may submit any disputed amounts as a claim.

1.3.4 Each design phase, (Schematic, Design Development, Bidding Documents and Construction Documents), portions of which are anticipated to occur concurrently, shall be subject to a separate written authorization to proceed to be issued by the City. Work on a design phase shall not begin until the City has issued the appropriate written authorization to proceed. Work on a design phase shall be based on documents, if any, from the prior design phase approved by the City in writing (to the extent that such work is complete), any written directives by the City with respect thereto, and any adjustments to the Project or the FCBL that have been authorized by the City.

1.4 PROGRAM

1.4.1 The new hospital facility will be built on the existing open space located between existing masonry buildings 20 and 30 on the west side of the hospital grounds and configured in such a way to minimize or avoid significant modification to either masonry building above grade.

1.4.2 The Architect will take into account the architectural character, scale, and materials of the existing masonry buildings along Potrero Avenue when designing the new hospital. None of the existing masonry buildings is

listed on any local, state or federal historic register, but the proposed design must take the potential historical context into account.

- 1.4.3 The height of the new facility will remain within the current height limit for the site where possible, or be massed in such a way to minimize the extent to which the height of the new hospital exceeds the current height limit, unless otherwise allowed by permitting authorities.
- 1.4.4 The new hospital facility will have direct connections at multiple floor levels to the existing hospital building to the east, organized in such a way to facilitate efficient transit of materials, patients and staff between the two structures. This will include a connection below grade to the existing hospital's basement level.
- 1.4.5 The existing utilities that transect the project site above and below grade will be incorporated, adapted or re-aligned as necessary to accommodate the lower level plan of the new hospital and at the same time continue to serve the existing buildings to either side of the project site.
- 1.4.6 The Architect will incorporate, amend, or expand upon the existing campus utility infrastructure, including the utility infrastructure and systems located in the existing Service Building to the north of the project site, as solely necessary for the successful completion of the Project.
- 1.4.7 As part of its Basic Services, the Architect will be required to design modifications to selected areas of the existing hospital buildings to accommodate physical and building system connections to the Project. The scope of work shall be limited to include changes in how the existing buildings will be used and/or occupied for the areas immediately adjacent to the physical and building system connections from the Project to the existing hospital buildings. Tenant improvements and upgrades to address systems, life safety, and accessibility in areas of the existing hospital buildings beyond the areas immediately adjacent to the physical connections from the Project to the existing hospital buildings shall be considered additional services under Article 7.

- 1.4.8 The new hospital design must provide for handicapped-accessible access through, over, and around the new building from existing points of entry to the campus along Potrero Avenue. The new hospital design must also account for pedestrian traffic from the masonry buildings on either side of the new building.
- 1.4.9 The Architect will consider how vehicular traffic circulates along the main drive of the hospital grounds and design the physical connection(s) between the new hospital building and the existing hospital building in such a way to enhance access for emergency vehicles and passenger pick-up and drop-off. The new hospital design shall meet or exceed Green Building Compliance for San Francisco Municipal Buildings, including a minimum of LEED Silver Certification rating.
- 1.4.10 Both the design and the construction phases of the Project will proceed incrementally, depending on the availability of funds.
- 1.4.11 The City will use the Construction Manager at Risk mode of contracting, as further described below, for pre-construction and construction phase services. This will require, among other things, that the Architect provide to the CM/GC and/or its Core Subcontractors whatever design assistance, coordination, and cooperation is required in order for the CM/GC and/or its Core Subcontractors to timely prepare all of the bid or negotiated individual trade packages that are required for the complete construction of the Project. The Architect is also required to fully utilize Building Information Modeling (BIM) applications and methods as part of its Basic Services under this Agreement.
- 1.4.12 The new hospital design will include and incorporate features of Energy & Building Management in accordance with the City's Department of the Environment guidelines and requirements.
- 1.4.13 The City will require the Architect and its consultants to work with DPW architects and engineers as part of the overall effort to successfully complete the Project.

2 DEFINITIONS

For purposes of this Agreement, the following definitions will apply:

2.1 ADDITIONAL SERVICES

"Additional Services" means those services that the CITY, in writing, authorizes the Architect to perform which are in addition to the Basic Services.

2.2 ADVISE

"Advise" means "make recommendations to".

2.3 APPROPRIATE AUTHORITIES

The term "Appropriate Authorities" refers to any private, local, state, regional or federal authority or entity having jurisdiction of any kind over the Project. Appropriate Authorities include those agencies and entities that may require information or the filing of plans, specifications and the like, whether on a voluntary or involuntary basis, in connection with the design and/or construction of the Project, including but not limited to, the State Fire Marshall, the San Francisco Art Commission and related committees, (including the Civic Design Review Committee and the Visual Arts Committee), the San Francisco Planning Department, the San Francisco Department of Public Works, the San Francisco Municipal Transportation Agency, the San Francisco Department of Building Inspection, Office of Statewide Healthcare Planning and Development (OSHPD), and other entities as the CITY may designate.

2.4 ARCHITECT

"Architect" means FONG & CHAN ARCHITECTS, Inc., whether providing architectural, engineering or other professional design services.

2.5 AUTHORIZATION

"Authorization" means the direction of the CITY properly executed by the City's Director of Public Works and certified by the City Controller and other written approvals by either the City's Director of Public Works or the Project Manager.

2.6 BASIC SERVICES

"Basic Services" mean the services described in Articles 4, 5, and 6 below that the Architect is required to provide in return for the Compensation set forth in Article 8 below.

2.7 CONTROLLER

"Controller" means the City's Controller.

2.8 CITY

"City" means the City and County of San Francisco, a municipal corporation.

2.9 PROJECT ARCHITECT

"Project Architect" (PA) refers to the person designated in writing by the Architect and accepted by the City to make decisions on behalf of the Architect, to commit the resources of the Architect and all of its subconsultants, and to direct, coordinate and control the Architect and its entire team in providing all of the services required under this Agreement. So long as the PA performs in a manner acceptable to the City and remains in the Architect's employ, the PA shall remain in charge of all design and other services required under this Agreement and shall attend all design-related meetings for the Project. The Architect may not replace the PA without the City's written consent.

2.10 CONTRACT DOCUMENTS

"Contract Documents" include the Agreement between the City and the CM/GC and all items identified therein as contract documents, the Construction Documents, working drawings, specifications, addenda, change orders, notices to proceed, general conditions, and special and/or supplementary general conditions.

2.11 CONSTRUCTION DOCUMENTS

"Construction Documents" include plans and drawings, specifications, general conditions and special and/or supplementary general conditions, information for

bidders, accepted bid proposals, addenda, and any other documents developed to set forth in detail all aspects of the design, function and construction of the Project.

2.12 CONSTRUCTION MANAGER/GENERAL CONTRACTOR (CM/GC)

"Construction Manager/General Contractor" (CM/GC) refers to the CM/GC selected by the City under separate contract with the City to provide a complete and fully functional Project constructed in accordance with the Contract Documents and the Construction Documents. The CM/GC and its Core Subcontractors will, among other things, perform pre-construction and construction phase services including design assistance and review. The Architect will assist the CM/GC with preparing all of the trade packages required for the bid and/or negotiation and the award of trade subcontracts for the construction of the Project. The CM/GC will oversee, manage, and take complete responsibility for the construction of the Project in accordance with the Construction Documents prepared by the Architect.

The Architect shall cooperate with the CM/GC and its Core Subcontractors and coordinate its work with them and at all times provide its services in a manner consistent with the Construction Manager At-Risk Mode of Contracting as defined herein. All of the services required of the Architect by the Construction Manager At-Risk Mode of Contracting are included in the Architect's Basic Services.

The CITY retains the CM/GC solely for the CITY's benefit. The services rendered by the CM/GC will not operate to change or reduce the Architect's responsibilities under its Agreement with the City. The Architect may communicate directly with the CM/GC but the Architect shall promptly copy the City with all written communications between the two and promptly confirm in writing to the City the substance of all material, oral communications between the two. In no event shall the Architect issue any communication directing changes that impact time, cost or quality (including, but not limited to substitutions) for the Project without express written authorization from the CITY.

2.13 CONSTRUCTION MANAGER AT-RISK MODE OF CONTRACTING.

"Construction Manager At-Risk Mode of Contracting" means the contracting mode used by the City to construct the Project. Under the Construction Manager At-Risk Mode of Contracting, the City will select a Construction Manager/General Contractor (CM/GC) and its team of Core Subcontractors based on qualifications and fee. The CM/GC will be responsible, within the limits prescribed in its contract, to provide both pre-construction and construction services. These services may overlap when portions of the design are being developed concurrently with ongoing construction. The CM/GC and its team will provide design assistance both pre-construction and during construction including, by way of example, making value engineering proposals as well as reviewing the design for constructability, coordination, completeness, and accuracy to eliminate errors and omissions. As part of its services, the CM/GC will also use the Construction Documents and prepare the individual trade packages : (a) to obtain firm prices from the Core Subcontractors for their respective trade work or to obtain competitive bids from other qualified subcontractors where a Core Subcontractor's price is deemed excessive, (b) to solicit competitive bids from other qualified subcontractors as necessary, (c) to negotiate subcontracts with subcontractors, if necessary, and (d) to award subcontracts for the work required to complete the Project on time and on budget. This mode of contracting is also described in Ordinance No. 202-07, approved on August 15, 2007. That Ordinance is incorporated in to this Agreement by reference.

2.14 CORE SUBCONTRACTORS

"Core Subcontractors" refers to the CM/GC's team consisting of the Mechanical Subcontractor, Plumbing Subcontractor, Building Automation and Control Systems Subcontractor, Building and Life Systems Subcontractor, Electrical Subcontractor – High and Normal Voltage, Electrical Subcontractor and Low Voltage Electrical Subcontractor - Signal & Communications, and, (subject to City approval), Drywall Subcontractor.

2.15 DRAWING SET

"Drawing Set" means the design and/or construction documents that the Architect is required to submit to the CITY. Required Drawing Sets shall be

provided in the formats noted below, for each phase of each increment or sub-project, and are included as part of the Basic Services.

- 2.15.1 Schematic Design Phase: two (2) full size and three (3) half size sets of drawings. Building Information Model (BIM) files, reports, schedules, outline specifications and other written documents: two (2) hard copies and original documents on compact disk.
- 2.15.2 Design Development Phase: 100% submittal: two (2) full size and three (3) half size sets of drawings. BIM files, specifications in sufficient detail for cost estimating purposes, reports, schedules and other written documents: two (2) hard copies and original documents on compact disk.
- 2.15.3 Construction Documents Phase: 100% submittals: two (2) full size and three (3) half size sets of drawings. BIM files, specifications, reports, schedules and other written documents: two (2) hard copies and original documents on compact disk.
- 2.15.4 Construction Bid Phase: all documents on compact disk.
- 2.15.5 CADD drawings shall be provided in AutoCAD R2004 and Building Information Modeling on Autodesk Revit Building 9 or other software approved by the CITY.
- 2.15.6 Written documents, spread sheets and cost estimates on Microsoft Office Suite 2003 (Word and Excel).
- 2.15.7 Schedules in Microsoft Project 2003.
- 2.15.8 Audiovisual presentations in Microsoft PowerPoint 2003.
- 2.15.9 Image files in JPG, GIF, PIC, TIF and BMP formats. These images shall be made available on any storage format selected by the CITY.
- 2.15.10 Renderings in Adobe Photoshop 7.0 and 3D Studio VIZ, or other software approved by the CITY.

2.15.11 Presentation Boards: mounted on 3/8 inch or 1/4 inch foam board or gator board as requested by the CITY. This will be considered a reimbursable expense.

2.15.12 Models: In Plexiglas, painted and mounted on wooden base with Plexiglas cover (a Reimbursable Expense if requested by the City).

2.16 PROJECT MANAGER (PM)

"Project Manager" (PM) refers to the person who the City has designated, in writing, as the person with authority to act on behalf of the City with respect to this Agreement and the Project. The Architect shall communicate directly with the PM on all matters concerning the Project and will accept directives only from the Project Manager and not from any other employee of, or consultant to, the City.

2.17 REQUEST FOR PROPOSALS

"Request for Proposals" means the CITY's Request for Proposals (RFP) for professional design services for this Project and the Architect's Proposal to provide such services. All requirements of the RFP and the representations made in the Architect's Proposal that are not in conflict with provisions of this Agreement are hereby incorporated by reference and made an integral part of the Agreement as though fully set forth herein. With respect to any conflict or ambiguity between this Agreement and the RFP or the Proposal, this Agreement shall control except where the RFP or the Proposal refers to services not otherwise mentioned in this Agreement, in which case and to such extent the RFP or Proposal shall control.

2.18 CITY CONSULTANTS

Shall mean consultants under direct contract with the CITY such as program managers, architects, engineers, financial, legal, and other consultants. The Architect shall not communicate directly with City consultants. All communications between the Architect and City consultants must be through the Project Manager unless the City, in writing, directs otherwise. When authorized by the CITY to make direct written communication, the Architect shall promptly

copy the Project Manager with the written communication. If authorized to communicate orally, the Architect shall provide the Project Manager with written confirmation of the oral communication.

3 STANDARD OF PERFORMANCE

The Architect's obligation is to perform all of its services in accordance with generally accepted standards of professional practice in the design and construction administration of acute-care hospital facilities and projects of similar size and complexity in the San Francisco Bay Area or other major metropolitan area in the United States. This standard shall apply to and define all professional obligations under this Agreement.

4 ARCHITECT'S BASIC SERVICES / GENERAL PROVISIONS

The Architect shall provide as its Basic Services all necessary architectural, engineering, cost estimating, and other consulting services during all Design Phases (Article 5) and during all Construction Phases (Article 6) of the Project as required to design a complete and comprehensive Project, except for services designated as Additional Services as described in Article 7. Basic Services are generally identified in the Architect's "Project Work Plan Outline" dated August 10, 2007 (Attachment 4) and as subsequently modified by the agreement of the parties. All of the parties providing any of these necessary services shall be licensed by the State of California.

The Architect, its officers, agents, employees, subcontractors, consultants and any other persons or entities for whom the Architect is responsible, shall provide all of the services required under this Agreement in a manner consistent with the Construction Manager At-Risk Mode of Contracting as defined in this Agreement. Among other things, this will require the Architect, at no additional cost to the City, to: (a) work closely with the CM/GC and its team during the pre-construction and construction phases of the project and coordinate its work vis-a-vis the design with the services required of the CM/GC in its contract with the City, and (b) prepare plans and specifications for discrete portions of the work in the sequences that the architect and the CM/GC reasonably agree are appropriate for the timely completion of the Project. The CM/GC will use the plans and

specifications to prepare separate trade packages for all of the subcontractors who will construct the Project. Such subcontracts may be awarded concurrently with other subcontracts or individually, at different points in time, which may result in the Architect completing portions of the design after commencement of construction of the Project and/or providing construction phase services before completion of all design phase services. The design work for each separate trade package shall separately be subject to all requirements applicable to the various phases set forth in this agreement (including the phases set forth in Article 3) and shall be performed in a manner consistent with the FCBL and the Project schedule.

Nothing in the foregoing shall create any contractual relationship between the City and any consultants employed by the Architect under the terms of this Agreement. The Architect is as responsible for the performance of its consultants as it would be if it had rendered these services itself. The Architect's services are intended for the sole benefit of the City and are not intended to create any rights or benefits to third parties.

Basic Services shall include, without limitation, the following:

4.1 CONSULTING SERVICES

The Architect shall provide the following consulting services as part its Basic Services under this Agreement:

- 4.1.1** Consult with authorized employees, agents and/or representatives and consultants of the CITY as required or as requested by the City, to develop and complete the design phase, construction phase, and construction administration phase services of the Project.
- 4.1.2** Services relative to detailed investigations or surveys of existing, reasonably ascertainable conditions, facilities, equipment or furnishings, or to make measured drawings thereof, or to verify the accuracy of drawings or other information furnished by others, solely as necessary for the successful completion of the Project.

4.1.3 Review program requirements; site surveys; existing record documents; seismic data; mechanical, geotechnical, and other test reports; environmental documents; and any other documentation furnished by the City. From an examination of the site and a review of available information and based on its experience and training, the Architect shall determine whether such data are sufficient for purposes of design or whether additional data are needed and, if so, recommend the manner in which it may be provided and needed services obtained.

4.1.4 Contract for or employ, at Architect's expense within the Basic Services fee, Architect's employees and Architect's subconsultants as may be necessary or required including, but not limited to, Mechanical, Civil, Electrical, Plumbing and/or Structural Engineers; Cost Estimator; Landscape Architect; LEED Coordinator, Energy Management & Building Automation Coordinator, Art Program Coordinator and other special designers and services for fire protection and life safety, acoustical, lighting, specifications, security, computer infrastructure, parking and traffic, and disabled access, and others as may be necessary for complete design of the Project; all parties shall be licensed by the State of California if so required. The Architect shall submit any changes to the subconsultants listed in Attachment 7 to the City for its approval.

4.2 DESIGNATION OF KEY EMPLOYEES AND CONSULTANTS

The Architect shall submit for CITY approval a list of designated key employees, (including Principals, Executive Management, Project Architect, Project Manager(s), BIM Manager, LEED Coordinator, Energy/BAS Coordinator, and Job Captain(s)), and a list of all consultants. City approved key employees and consultants shall be those identified in the organization chart and the Directory of Subconsultants, both of which are attached to this Agreement as Attachment 7. At a minimum, the Architect shall designate Chiu Lin Tse-Chan, David Fong, Paolo Diaz and Nuno Lopes as key employees. All designated and approved key employees and consultants shall remain in charge of the professional services for the Project, so long as their respective performance continues to be acceptable to the CITY. The Architect shall submit any proposed changes to the

subconsultants listed in Attachment 7 to the City for its approval. Any changes in assignment or replacement of the Architect's key employees or of any other of the Architect's consultants, may be done only with the prior written consent of the CITY.

The Architect commits to maintain the continuous involvement of the designated and approved key employees for the entire duration of the Project. With minor exceptions to be approved by the City, Paolo Diaz and Nuno Lopes will remain exclusively assigned to the Project. The Architect will assign additional staff as needed to complete all of the services required by this Agreement at no cost to the City.

4.3 COORDINATION OF DESIGN TEAM

The Architect shall coordinate its work with the work of all of its consultants to produce comprehensive, complete, coordinated and accurate drawings and specifications. The Architect shall use and manage Building Information Modeling (BIM) applications and methods for all portions of the Project.

4.4 COORDINATION WITH CM/GC AND ITS SUBCONTRACTORS

The Architect shall coordinate its work with the CM/GC and its subcontractors, including its Core Subcontractors, and collaborate with each of them in a manner consistent with the Construction Manager At-Risk Mode of Contracting as defined herein. The Architect shall use and manage Building Information Modeling (BIM) applications and methods as an integral part of this effort. The Architect shall participate in meetings and workshops with the CM/GC and its team for purposes of design coordination and design review for accuracy, constructability, and value engineering.

4.5 COORDINATION WITH PUBLIC AGENCIES AND PUBLIC UTILITIES

Coordinate with the City and County of San Francisco, the Office of Statewide Planning and Development (OSHPD), and all other public agencies and/or utility providers as necessary to identify design requirements that affect the Project, review designs and obtain agency and/or utility provider approvals. Where engineering designs would be prepared by such agencies and utility providers,

coordinate their designs with the Project, and incorporate their designs into the Construction Documents and/or Contract Documents.

4.5.1 San Francisco Departments: Coordinate with and work with departments of the City and County of San Francisco as necessary to determine relevant City requirements, develop and review designs, and obtain required City approvals. Such departments include, but are not limited to, the Department of Planning, Department of Public Works, Department of Environment, Department of Building Inspection, Municipal Transportation Agency, and Redevelopment Agency.

4.5.2 San Francisco Arts Commission: The Architect is required to coordinate the design and structure of the building and the Project site with any art work commissioned by the CITY or its Art Commission that is to be incorporated in the Project as an integral building or site element. These services are included as part of the Architect's Basic Services under this Agreement. As directed by the CITY coordinate with and work with the Arts Commission, its committees, and any representatives the CITY or Commission may designate in the selection of artists for the CITY Public Art Program. Coordinate with and work with the Arts Commission, and the chosen artists, and any representatives the Commission may designate and provide design and engineering services necessary to incorporate requirements for the chosen artwork into the design for the facility. The Architect is not responsible for the design of the art work or any stand-alone structure to accommodate the artwork. Substantial changes to design documents or other like work required of the Architect to incorporate requirements for the chosen art work into the project after the completion and acceptance by the CITY of the Design Development documents shall be reviewed with and approved by the CITY prior to incorporation into the Construction Documents. The Architect will be compensated for approved changes as Additional Services.

4.6 COORDINATION WITH CITY

4.6.1 The Architect and key members of its design team shall meet regularly with the Project Manager, CITY staff, consultants, and others as directed by the Project Manager so as to keep the design and/or construction on budget and on schedule. Design Team includes the Architect's Key Employees and consultants assigned to work on this Project as described in Section 4.2 of this agreement.

4.6.2 Assist in establishing a means of electronic communication using the Constructware or equivalent software program employed by the CITY, and fully participate in the CITY's effort to develop electronic files for this project.

4.6.3 Assist the Project Manager in developing requests for proposals and/or requests for qualifications to acquire professional services from specialized consultants deemed necessary for the successful completion of the Project.

4.7 CITY COST CHANGE CONTROL PROCEDURE

During all phases of the Project, the Architect shall cooperate with the CITY and its CM/GC to control design and scope changes that could affect the cost of the Project. The Architect shall comply with a Cost Change Control Procedure as may be established by the CITY for the Project. The Cost Change Control Procedure is intended to serve several purposes, including:

- (1) Assuring that the Project requirements are met,
- (2) Assuring timely and regular estimates of construction costs as the design is developed to ensure that these costs remain within the FCBL,
- (3) Assuring that all proposed changes to the design include an analysis of the cost impact of those changes,
- (4) Avoiding unnecessary re-design work by the Architect, and
- (5) Avoiding unnecessary additional costs to the CITY.

- 4.7.1 For purposes of implementing the Cost Change Control Procedure, the Architect will use the RFQ, the Feasibility Study, the Space Program, the Statement of Cost (see section 1.1.3, above), and the 100% Schematic Design submittal as the baseline against which to measure design and scope changes that could affect the cost of the Project. However, nothing in any of these reference documents is intended to change the FCBL.
- 4.7.2 The Architect shall promptly inform the CITY of any proposed changes to the design or to the scope of the Project, that would, in the Architect's opinion, affect the estimated (whether increased or decreased) construction cost for the Project. The Architect shall review with the CITY the benefits as well as costs of the proposed changes, including the potential effect on the cost of operating the hospital buildings and their systems. For each proposed change, the Architect shall submit to the City a completed Change Request Form, (provided by the CITY), that describes the proposed change and analyzes the impact the change is likely to have on the cost to build the Project. Should the proposed change increase the estimated cost of the Project, the Architect shall cooperate with the CITY to identify other changes to the Project that could reduce and/or offset the cost of the proposed change.
- 4.7.3 No change shall be incorporated into the design documents unless it has been approved by the CITY in writing.
- 4.7.4 The Architect shall maintain a Change Log of all recommended, pending, approved and incorporated changes, and submit the Change Log to the CITY monthly during the design phase.
- 4.7.5 CITY approval of any change shall not entitle the Architect to a change in Architect's compensation, unless approved in writing by the CITY.

4.8 COST ESTIMATING

The Architect will prepare an independent Probable Opinion of Construction Cost (cost estimate) for the entire Project based on its review of the CITY program and

concept for the Project. The Architect will submit that estimate to the City for its approval as part of the package of Schematic Design documents required by this Agreement. The cost estimate shall be prepared following ASTM UNIFORMAT II standards, broken down to UNIFORMAT Level III, and shall reflect the estimated cost of each element of the Project. It shall contain a quantity take-off and unit pricing, consistent with the level of design completion, together with a statement of assumptions regarding design contingencies and exclusions.

4.8.1 During each subsequent design phase, (100% schematic design, 50% and 100% design development, and 50% and 100% construction documents), the Architect shall update the cost estimate, both for the project as a whole and for each trade package, changing the format to the MASTERFORMAT 2004 and according to the CSI 50 Division classifications.

4.8.2 With each cost estimate prepared by the Architect, all changes to estimated cost shall be considered a Cost Trend, shall be analyzed by the Architect to determine the cause of the cost change, and shall be presented to the CITY for approval according to the CITY Cost Change Control Procedure.

4.8.3 At all times during the design and construction bid phases, the Architect shall be responsible for monitoring and confirming that the total cost of all trade packages awarded to date, whether bid or negotiated, together with the estimated costs of trade packages that have not yet been bid or negotiated, are within 5% +/- of the FCBL.

4.9 CODE COMPLIANCE

The Architect shall comply with requirements of all applicable codes, regulations, and current written interpretation thereof published and in effect during the Architect's services. In the event of changes in such codes, regulations or interpretations during the course of the Project that were not and should not have been reasonably anticipated by the Architect and which result in a substantive change to the construction documents, the Architect shall not be held responsible for the resulting additional costs, fees or time, and shall be entitled to reasonable

additional compensation for the time and expense of responding to such changes. The Architect shall be responsible, however, to identify, analyze and report to the CITY pending changes to codes and regulations that would reasonably be expected to affect the design of the Project, including pending changes to the California Building Codes and San Francisco Building Code.

4.10 MEETINGS WITH CITY AND OTHERS

The Architect shall attend meetings concerning the Project with the CITY and others as necessary, including the following:

4.10.1 CITY Departments and their Staff: The purpose of these meetings will be to assist the Project Manager to present design concepts, solicit comments and answer questions, and report on the progress of the Project.

4.10.2 Art Commission and Others: Preparation of submissions to the Civic Design Committee or similar committee established by the CITY shall be made in keeping with the current requirements of the "San Francisco Art Commission Civic Design Review Committee Guidelines", incorporated herein by reference, <http://www.sfartcommission.org/civicedesign/guidelines.html>. Attend meetings with the Visual Arts Committee of the Art Commission and/or similar committee established by the CITY for the purposes of selecting artists to participate in the CITY Public Art Program, and for coordination with the artists.

4.10.3 City Planning and Department of Building Inspection: Attend meetings to coordinate and obtain comments, permits and approvals, including support coordination and cooperation with Environmental Impact Review Study (EIR) process and consultants.

4.10.4 Partnering: If implemented at the discretion of the CITY, meet as reasonably required by the partnering program developed by the CITY through the design and construction phases.

4.10.5 Community Groups and Public Meetings: Attend meetings as requested by the CITY to provide information regarding project design issues and solicit community comment.

4.10.6 State Authorities including, but not limited to the Office of Statewide Planning and Development (OSHPD), California State Department of Health Services (DHS), and State Fire Marshall: Attend meetings to review design issues, receive and respond to comments, and obtain approvals as required.

5 ARCHITECT'S BASIC SERVICES / DESIGN PHASES

Upon execution of the Agreement the CITY will issue a separate Notice-to-Proceed (NTP) authorizing the Architect to perform design services for each design phase of the Project as set forth below in section 5 and as applicable by Program increments. The parties understand and agree that those services delineated below as Design Development services in section 5.2 and Construction Documents services in section 5.3 are to be performed only upon the written NTP of the CITY. While the CITY intends to authorize the Architect to provide the Design Services described in sections 5.2, and 5.3, the CITY shall do so only when (a) sufficient funds for such services have been appropriated in accordance with the budget and fiscal provisions of the CITY and, (b) the CITY, in its sole discretion, without waiving any rights, has found that prior services of the Architect to date have been adequately performed and completed.

The Architect must obtain design review approval for each design phase. The Architect may not submit invoices for services performed for a design phase until it has obtained design review approval for the preceding phase. The City is not obligated to pay architect for services attributable to a design phase until the Architect has obtained design review approval for the preceding phase.

5.1 SCHEMATIC DESIGN PHASE

Upon NTP for the Schematic Design Phase, the Architect shall:

Review with the CITY and its CM/GC the established program requirements and concept plan for confirmation of Project scope, construction cost and schedule. The CITY has established a concept for layout and operation of the SFGH Rebuild Program. The Architect shall coordinate with the CITY, its CM/GC, and San Francisco General Hospital representatives and others as directed by the Project Manager, to develop the SFGH Rebuild Project based on the requirements set forth in the RFQ, the Feasibility Study, the Space Program, and the Statement of Cost (section 1.1.3, above).

- 5.1.1 Complete the schematic design studies and documents for the CITY approved concept plan for the SFGH Rebuild Project, including: site and building plans, sections, building elevation drawings, study models and perspective sketches, necessary to establish the scope, relationships, forms, size and appearance of all components requested by the CITY. Prepare presentation models and color perspective renderings necessary to explain the design, including samples of color, finishes and materials to be used in the Project. Prepare renderings and presentation models as reasonably necessary to perform Basic Services, to obtain required permits and approvals, or to make presentations to community groups and associations. All of the foregoing services as well as the activities and work product resulting from implementation of Building Information Modeling (BIM), are part of the Basic Services of this Agreement.
- 5.1.2 Prepare and maintain multi-dimensional (minimum of three dimensions) Building Information Models (BIM) and reports necessary to collaborate and coordinate design and construction features with the CM/GC and Core Subcontractors for purposes of verifying constructability and compatibility. The parties recognize that the BIM is an interactive tool to aid the Architect and the CM/GC in their efforts to better coordinate the design and construction of the Project. The Architect and its designated BIM Manager are responsible for managing the BIM until all OSHPD approvals have been achieved. The CM/GC and its designated BIM manager will assume principal responsibility for managing the BIM thereafter. In all cases, however, it remains the Architect's responsibility to prepare, (in whatever manner or form the Architect, in its professional

judgment, deems appropriate), all of the documents that are necessary to secure permits from all agencies that have jurisdiction over the Project.

- 5.1.3 Create a systems checklist for selection and approval of systems to be included in the Project such as utilities, mechanical, electrical, communication, and security systems, and other relevant systems and equipment, including the coordination and management of required LEED certification documentation. Establish strategy and goals for achieving minimum of LEED Silver. Assist the CITY with registering the Project with the U.S. Green Building Council (USGBC).
- 5.1.4 Prepare a report with narrative description of all components and facilities in the Project, code requirements, including the general types of construction by architectural and engineering disciplines, furnishings, equipment, outline specifications and preliminary seismic, Title 24 disability access, energy, mechanical and electrical load calculations for the selected scheme, and City, state and federal disabled access features. Include a list of recommended finish materials and colors.
- 5.1.5 Prepare the Cost Estimate for the Project required in article 4.8 (Cost Estimating), above, and reconcile any differences with the FCBL and any estimates that the City or its CM/GC or the CM/GC's Core Subcontractors might prepare. Update the baseline design schedule by tasks, personnel and milestones for the remainder of the design services.
- 5.1.6 Review drafts of all Schematic Design documents, estimates, and schedules with the CITY and its CM/GC, and revise as required to incorporate CITY comments, then issue as final documents.
- 5.1.7 Assist the CITY and its CM/GC to coordinate with and secure all necessary approvals from all appropriate stakeholders and regulatory authorities.
- 5.1.8 Together with its consultants, make presentations to the CITY, City and State agencies, community groups, and others as directed by the Project Manager.

5.2 DESIGN DEVELOPMENT PHASE

Upon approval by the CITY of the Schematic Design Phase and receipt of written NTP from the CITY to proceed with the Design Development Phase, the Architect shall:

- 5.2.1** Prepare Design Development drawings and other documents to fully illustrate and describe the refinement to the design of the Project, establishing the scope, relationships, form, size and appearance of the Project by means of plans, sections and elevations, construction details typical for this type of project and this type of project delivery, and equipment layouts for all buildings and site structures. The Design Development documents shall include specifications following CSI MasterFormat 2004 standards that identify major materials and systems and establish in general their quality levels.
- 5.2.2** As provided in sections 1.1.4 and 4, the City may direct the Architect to prepare Design Development documents for the Project as a whole or for separate increments of the Project. If Design Development documents are prepared for separate increments of the Project, then Design Development documents may be prepared for later increments of the Project concurrent with the development of Construction Documents for earlier increments of the Project, and/or concurrently with construction based upon those previously prepared documents.
- 5.2.3** The Design Development documents shall include a Room x Room Review electronic database establishing and documenting all specific room utilization and operational needs including utilities, furnishings, equipment, and other specific room characteristics required for programmed room usage and types. The Room x Room Review shall establish room typical drawings as required for clarity of requirements.
- 5.2.4** Manage, further develop and maintain multi-dimensional building information models and reports necessary to collaborate and coordinate design and construction features with CM/GC for purposes of verifying constructability and compatibility and cost. The Architect shall consult

with the CM/GC and provide the CM/GC an opportunity to review and comment upon all designs, drawings and materials developed by the Architect during the Design Development phase. Incorporate into the Design Development documents the design and constructability refinements resulting from the interactive collaboration with the CM/GC.

- 5.2.5 Further develop selection and approval of systems to be included in the Project such as utilities, mechanical, electrical, communication, and security systems, and other relevant systems and equipment, including the coordination and management of required LEED certification documentation. Continue to monitor and evaluate LEED certification targets including tracking probable LEED point achievements through forecasted LEED Certification Scorecard format.
- 5.2.6 Update and modify the format of the Construction Cost Estimate submitted during the Schematic Design Phase, based on the 50% and 100% Design Development documents. Cooperate and coordinate with the Project Manager and the CM/GC to reconcile any differences in cost estimates that the CITY and/or CM/GC or its Core Subcontractors may separately prepare based on similar level of design completion. Reconcile the estimates with one another and the FCBL.
- 5.2.7 Coordinate with the CITY, Art Commission and the selected artists to incorporate requirements for the chosen artwork in pertinent documents of the Design Development Phase. The design of connection points and attachment of public art to the building shall be considered part of Basic Services.
- 5.2.8 Provide to the Project Manager for his review and approval, hard copies and electronic copies of all draft Drawing Sets, as requested at approved drawing scale.
- 5.2.9 Review all Design Development documents with the CITY, and revise documents, estimates and schedules as necessary in order to incorporate all of the City's comments.

5.2.10 Actively participate in necessary design development meetings and workshops with the CITY's Project Manager and CM/GC to secure all approvals from all appropriate stakeholders and authorities. Approval of stakeholders shall include departmental and administrative sign-off of Project Room x Room Review.

5.2.11 Together with its subconsultants, make presentations to CITY, City and State agencies, stakeholders and community groups as directed by the Project Manager.

5.3 CONSTRUCTION DOCUMENT PHASE

Upon approval of the Design Development Documents and receipt of written NTP from the CITY to proceed with the Construction Document Phase, the Architect shall:

5.3.1 Prepare, from approved Design Development Phase documents, Construction Documents setting forth in detail the requirements for construction of the Project. The Construction Documents shall include all site and building plans, sections, elevations, enlarged plans, and details necessary to construct the Project. Specifications shall include technical specifications conforming to CSI/MASTERFORMAT 2004 standards (50 Divisions), describing technical criteria, standards and requirements for elements of the Project. Drawings and Specifications shall establish in detail the quality levels of materials, systems and equipment required for the Project. Include in the Construction Documents work required for integration and installation of public art.

5.3.2 Manage, further develop and maintain multi-dimensional building information models and reports necessary to collaborate and coordinate design and construction features with CM/GC for purposes of verifying constructability, compatibility, and cost. The Architect shall consult with the CM/GC and provide the CM/GC an opportunity to review and comment upon all designs, drawings, and other materials developed by the Architect during the Construction Document phase. Incorporate into the Construction Documents the design and constructability refinements

resulting from the interactive collaboration with the CM/GC including accepted value engineering proposals.

- 5.3.3** Participate and Assist in Final selection and approval of systems to be included in the Project such as utilities, mechanical, electrical, communication, and security systems, and other relevant systems and equipment, including the coordination and management of required LEED certification documentation. Continue to monitor and evaluate LEED certification targets including tracking probable LEED point achievements through forecasted LEED Certification Scorecard format.
- 5.3.4** Prepare Construction Documents, including specifications, for each trade package prepared by the CM/GC, in full compliance with all applicable building codes, ordinances, other regulatory requirements, and requirements of the Office of Statewide Healthcare Planning and Development (OSHPD), applicable City departments and utility providers. The Architect is not expected to prepare stand alone Construction Documents and Specifications for each trade package. While the CM/GC is responsible for preparing the trade packages, the Architect will cooperate with the CM/GC and provide all design assistance and coordination that is required to timely prepare the trade packages and subcontracts for bid and/or negotiation and award.
- 5.3.5** Assist the CITY with modifications to the CITY's standard conditions of the contract (General, Supplemental and Other Conditions) to adequately address the requirements of the Project and effectively protect the CITY's interest; however, Architect shall not incorporate any such changes into the Construction Documents without the written approval of the CITY.
- 5.3.6** Assist the CITY as agent for the City with submitting incremental and final construction documents to the Office of Statewide Healthcare Planning and Development (OSHPD) (costs of permits to be borne by the CITY). As necessary, review construction documents with OSHPD and revise and re-submit them as required in order for the CITY to secure all necessary permits.

- 5.3.7 Assist the CITY as agent for the City in submitting final construction documents to all agencies with jurisdiction, including the Department of Building Inspection (DBI) and the Office of Statewide Healthcare Planning and Development (OSHPD), to secure necessary permits and approvals (costs of permits to be borne by the CITY). As necessary, review construction documents with all agencies having jurisdiction and revise and re-submit them as required in order for the CITY to secure all necessary permits.
- 5.3.8 Prepare updates to the Cost Estimate, including updates to all trade packages, based on the Construction Documents at 50% levels of completion. Cooperate and coordinate with the Project Manager and CM/GC to reconcile any differences with the CITY's and/or the CM/GC's or its Core Subcontractors' estimates of construction costs and the FCBL, based on the Construction Documents at corresponding intervals of completion of the Construction Documents.
- 5.3.9 Submit a new final Engineer's Estimate of Construction Cost, including final estimates for all trade packages, with the final 100% complete Construction Documents at permit submittal for each trade package to be issued. If the estimated construction cost at the Construction Documents Phase for any trade package exceeds the Architect's initial construction cost estimate (as required in section 4.8 of this Agreement) for that trade package, the City may, at its discretion: (1) give written approval of an increase in the estimated cost for that trade package provided that the bid or negotiated price for that package is equal to or less than the estimated cost for that package, or (2) if the bid or negotiated price for that trade package exceeds the cost estimate, the City may accept the higher price after reasonable assurance from the Architect that the cost of subsequent trade packages along with the cost of already bid and/or awarded trade packages will not exceed the FCBL, or (3) require the Architect at its own expense to revise the design for that trade package and/or other portions of the Project and revise the corresponding Construction Documents, so as to reduce the estimated project construction cost for the entire Project to match the FCBL.

5.3.10 The Architect shall participate with the CITY to establish an interactive and integrated design, review and approval process with the CM/GC. The Architect shall furnish a Drawing and Report Set of all documents to the CITY for approval at 50% and 100% completion for each Project Increment both in hard copy and electronic format, and revise if required and directed by the CITY. Unless directed otherwise in writing by the City, the Construction Document phase shall not be considered 100% complete until the Architect has received all required agency and City approvals and/or permits.

5.3.11 The Architect and all subconsultants shall represent, in writing, that to the best of their knowledge, information and belief, the final 100% Construction Documents are complete and ready for bid, that they have reviewed the drawings in total and that their own work has been coordinated into the Construction Documents. At any time during the Architect's performance of design services, and upon 100% completion of the Construction Documents phase, the CITY may retain architectural/engineering consultants to conduct a peer review of the Construction Documents for constructability and completeness. This peer review, if performed, shall be performed for the benefit of the CITY and shall in no way decrease the obligation of the Architect to produce a comprehensive, complete and accurate set of construction documents including plans and specifications for the Project.

5.3.12 Upon written approval by the CITY of the Drawing Set and Specifications, provide the CITY with a set of final 100% complete Construction Documents ready for bidding. Said Construction Documents shall include any previously issued trade packages. Final Construction Drawings and the certification page of the specifications submitted to the City for bidding purposes shall be signed and stamped by the Architect or its consultant, as appropriate.

5.3.13 The Architect shall compile the Project Manual that includes City provided Conditions of the contract for construction and may include bidding

requirements and bid forms. Architect shall prepare the Technical Specification Section of the Project Manual.

5.3.14 Together with its subconsultants, the Architect shall make presentations to CITY, City and State agencies, stakeholders and community groups as directed by the Project Manager.

5.3.15 At 50% level of completion of the Construction Documents, provide a final color schedule along with samples of textures and finishes of all materials specified to be used in the project, for the review and approval of the CITY and the Art Commission.

5.3.16 Coordinate with the CITY, its Art Commission and selected artists and incorporate into the pertinent Construction Documents the requirements for the chosen artwork.

5.3.17 If requested by the CITY, assist in the prequalification of sub-contractors to the CM/GC.

6 ARCHITECT'S BASIC SERVICES / CONSTRUCTION PHASES

The parties understand and agree that those services delineated below as Construction Phase Services are to be performed only upon the written direction of the CITY. While the CITY intends to authorize the Architect to provide the Construction Phase Services, the CITY shall do so only when (a) sufficient funds for such services have been appropriated in accordance with the budget and fiscal provisions of the CITY; and, (b) the CITY, in its sole discretion, without waiving any rights, has found that prior services of the Architect to date have been adequately performed and completed. Upon authorization by the CITY, the Construction Phase Services become part of Basic Services.

There will be multiple trade packages for the Project. The CM/GC is responsible for preparing all of the trade packages required to construct the Project. Trade packages will likely be awarded by both negotiation and competitive bid. Some or all of the trade packages may be assembled and negotiated or bid concurrently. Portions of the Project will be negotiated or bid separately from other portions. During the preparation,

negotiation, or bidding of each trade package, the Architect shall assist the City and the CM/GC as necessary with clarifying the scope and intent of the trade packages and with the preparation of all necessary addenda.

As soon as practicable, the Core Subcontractors will submit firm price bids to the City for their respective trade work. Subcontracts will be awarded to those Core Subcontractors whose bids, in the City's judgment, are reasonable and reflect market prices. When, in the City's judgment, a Core Subcontractor's bid is excessive, the City will require the CM/GC to solicit bids from pre-qualified subcontractors who are not Core Subcontractors. A subcontract will be awarded to the lowest responsible, responsive subcontractor or to the Core Subcontractor, whichever price is lowest. The CM/GC will also solicit bids from pre-qualified subcontractors other than the Core Subcontractors. The CM/GC may also, with the City's approval, negotiate subcontracts for work not exceeding a total of seven and one-half percent (7 ½%) of the trade subcontractor costs, with no single subcontract to exceed a value of two-million dollars (\$2,000,000). Construction Services shall consist of the following phases of work:

6.1 CONSTRUCTION BID/NEGOTIATION PHASE

Upon commencement of the solicitation of bids/negotiations phase by the CITY, the Architect shall:

- 6.1.1 Participate in and assist the CM/GC and the CITY with pre-bid conferences, if any, for the construction trade packages.
- 6.1.2 Participate in and assist the CM/GC and the City with negotiating subcontracts for the construction trade packages.
- 6.1.3 Prepare responses to bidders' questions, interpret Construction Documents, evaluate requests for substitutions and prepare addenda for approved substitutions and clarifications, and assist the CM/GC and the CITY as required in responding to bidders' questions.
- 6.1.4 Provide the CITY with originals of all addenda to be issued and provide copies to the CM/GC.

6.1.5 Assist the CM/GC and the CITY with reviewing and evaluating all bids submitted, and make recommendations for awarding trade subcontracts.

6.1.6 Perform at no additional cost to the City necessary redesign services as may be required to remain within +/- 5% of the FCBL. Such redesign services may include, at no cost to the City, incorporating value-engineering proposals made by the CM/GC or any subcontractors and accepted by the City.

The following redesign services shall apply specifically to Core Subcontractor Trade Packages.

Core Subcontractors: (1) In the event the City in its sole discretion accepts a price that is greater than 105% but equal to or less than 110% of the estimated cost for a trade package, the City will increase the Project FCBL by the amount, in dollars, that the accepted price exceeds 105% of the estimated cost for that trade package.

(2) In the event the City receives a price that exceeds 110% of the estimated cost for a trade package, the CITY and the CM/GC will request bids from prequalified subcontractors for that trade package. Should the lowest bid continue to exceed 110% of the estimated cost, the City will have the sole discretion to accept the lowest price/bid received and will increase the FCBL by the amount that the accepted price/bid of the trade package exceeds 105% of its estimated cost.

(3) In the event the City refuses to exercise its sole discretion to accept a price/bid that exceeds 105% of the estimated cost of a trade package, as described in (1) and (2) above, the City may require the Architect to re-design the trade package, at no cost to the City, so as to keep the cost of the trade package to be within 105% of its estimated cost, with the intent to keep the cost of the Project within +/- 5% of the FCBL.

- 6.1.7 Upon award of the trade subcontracts, consolidate a set of Construction Documents with all trade packages, addenda, accepted alternates and construction bulletins incorporated into appropriate specification sections or drawing sheets. Provide the CM/GC and the CITY with a conformed "For Construction" Drawing Set and Project Manual including Specifications.

6.2 CONSTRUCTION ADMINISTRATION PHASE

Upon written NTP from the CITY to the Architect to proceed with Construction Phase Services, the Architect shall provide services during the Construction Phase as set forth below:

- 6.2.1 The Architect and its subconsultants shall fulfill all duties and requirements pertaining to Architect of Record and Engineer(s) of Record as required by the California Building Code with special attention paid towards compliance with Title 24, Part 1, California Building Standards Administrative Code regulations: 7-115 Preparation of Plans and Specifications and Reports; 7-141 Administration of Construction; 7-143 Responsibility of the Contractor; 7-144 Inspection; 7-145 Continuous Inspection of the Work; 7-149 Tests; 7-151 Verified Compliance Reports; 7-153 Addenda, Change Orders and Deferred Approvals; and 7-155 Final Approval of the Work.

- 6.2.2 Provide an updated color schedule with samples of textures and finishes of all materials to be used in the project for review and approval of the CITY.

- 6.2.3 Update checklists of all special inspection and testing, equipment startups, submittals, warranties, guarantees, maintenance and operation manuals, extra stock and all other close-out documents that will be required of the CM/GC. Determine the acceptability of each item during the course of construction and provide a final status report of all items by the end of construction including completed Close-Out Documents as required for final acceptance by OSHPD.

- 6.2.4 Prepare, submit, and administer final LEED certification documentation as required by the U.S. Green Building Council (USGBC).
- 6.2.5 Interpret the Contract Documents and furnish to the City, in CADD-produced reproducible form, an original and one copy of all clarification drawings and other documentation prepared by the Architect.
- 6.2.6 Promptly review, approve or otherwise act upon all requests for information (RFIs), submittals, shop drawings, mock-ups, substitutions, change requests, and the like, received from the CM/GC and/or the trade subcontractors according to the Contract Documents. The Architect shall review, approve or otherwise act upon these requests within the time frames specified in the contract between the City and the CM/GC so as to avoid any delays to the Project and provide the City with supporting documentation and data. The construction specifications will be prepared to require the CM/GC to prepare all necessary design documentation to support its substitutions or value engineering proposals.
- 6.2.7 As directed by the CITY the Architect shall prepare, reproduce and distribute supplementary drawings and specifications in response to RFIs, or as otherwise required to clarify the design intent of the Construction Documents, or to document Construction Change Directives by the CITY. Architect shall respond to the CM/GC's requests for information; provided, however, that the Architect is not required to provide information that is already reasonably available to the CM/GC from a careful study of the Contract Documents, field conditions, or prior project correspondence or documentation.
- 6.2.8 The Architect will assist the CM/GC by preparing drawings, specifications and other documents that the CM/GC may require to prepare Change Orders and Construction Change Directives for CITY approval and execution in accordance with the Contract Documents. The CITY will prepare and effect any required contract modifications and change orders.

- 6.2.9** The CM/GC will categorize all Requests for Information (RFIs) and Change Orders (COs) by cause, and so advise the Architect. This will assist the CITY in tracking the amount and percentage of additional costs incurred attributable to, for example, Owner requests, Architect errors, Architect omissions, hidden obstructions, unforeseen conditions, Contractor errors, other Contractor generated conditions, and new regulatory mandates. The Architect shall indicate in writing whether it concurs with or objects to how the CM/GC categorizes each RFI or CO, and shall recommend for CITY consideration any change to the category assigned. No categorization by cause shall be deemed to be an admission of legal responsibility or liability. For example, designating an RFI or CO as caused by "architect errors" or "architect omissions" is not an admission by the Architect that the error or omission was caused by the negligence of the Architect.
- 6.2.10** Preparing record drawings showing changes and relations in the work made during construction based on marked-up prints, drawings and other data furnished by the CM/GC to the Architect
- 6.2.11** At no cost to the City, make all revisions and changes to the Contract Documents and prepare additional appropriate documents as directed by the CITY to correct the Architect's errors, conflicts and/or omissions.
- 6.2.12** The Architect and its subconsultants shall make visits to the project site as appropriate to the stage of construction or as otherwise directed by the CITY to: (1) become generally familiar with and to keep the CITY informed about the progress and quality of the portion of the Work completed; (2) to endeavor to guard the CITY against defects and deficiencies in the Work; and, (3) to determine in general if the Work is being performed in a manner indicating that the Work when fully completed, will be in accordance with the Contract Documents. These visits are not to be construed to require supervision or inspection, and the Architect shall not be required to make exhaustive or continuous on-site

observations of the Work. The Architect shall prepare a written report of each and every site visit, and shall advise and report to the CITY in writing of any deviations from the Contract Documents, non-conforming items or issues of concern observed during such visits.

- 6.2.13** The Architect shall attend project meetings throughout the construction phase as requested by the CITY, the Project Manager or the CM/GC. The Architect shall require that its subconsultants make such visits and attend project meetings when appropriate to observe the progress of work designed or specified by them. It is understood that the City will be responsible for providing day-to-day field inspection services and shall cooperate and coordinate with the Architect in matters pertaining to the Architect's work. The Architect and its subconsultants shall coordinate and cooperate with the City to time its visits jointly to observe and discuss the CM/GC's field work and installation to reduce duplication of work by both the CM/GC and the Architect.
- 6.2.14** As part of its Basic Services, the Architect will assign at least two senior responsible members of its design team to establish and maintain an on-site office for the duration of construction until substantial completion, unless otherwise authorized or directed by the CITY. This staff member shall be authorized to represent and render decisions on behalf of the Architect in all design and construction coordination matters, and shall be charged with representing the design team in responding to questions and clarifications needed on site to minimize disruption to construction. Other subconsultants, as defined in Article 4.1.4, representing specialty services are required to perform similar on-site services for periods agreed-to between the Architect and the CITY, and it is the Architect's responsibility to coordinate the availability of other consultants and schedule such on-site services as necessary for the timely progress of the Work.
- 6.2.15** Interpret the Contract Documents and advise the CITY of all decisions rendered. The Architect shall provide its interpretation in written or

graphic form. Interpretations by the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents.

- 6.2.16** The Architect acknowledges that the City is using the Construction Manager at-Risk mode of contracting to construct the Project. Among other things, this means that design services, (including the development of trade packages), and construction services, (including the bidding/negotiation and award of trade subcontracts), may overlap as portions of the design develop concurrently with ongoing construction. There is no certainty that the trade subcontractor(s) who is (are) awarded subcontracts will cooperate willingly with the contract documents. The Architect acknowledges that as a result, it may encounter varying amounts of administrative difficulties during the construction phase of the Project. The Architect agrees that it will not seek additional compensation for these administrative difficulties unless the CITY in its sole discretion determines that the CM/GC's performance constitutes a substantial/cardinal breach of the construction contract that would legally permit the CITY to terminate the construction contract for default should the CITY so desire.
- 6.2.17** Review and advise the CITY when requested on claims, disputes and other matters in question between the CM/GC and the CITY relating to the interpretation of the Contract Documents or proposed changes to them.
- 6.2.18** The Project Integration delivery method that is incorporated into this Agreement and the City's Agreement with the CM/GC, contemplates collaboration and open communication between the Architect and the CM/GC during all phases of the Project. The Architect shall keep the City fully informed on a timely basis of all discussions with the CM/GC concerning matters that affect the design, the construction and the cost of the Project. The Architect will not, however, make any agreement with the CM/GC that affects the design, construction or cost of the Project without first obtaining approval from the City's Project Manager. In no event shall the Architect make any directive or communication to the

CM/GC that will affect the means or methods, time, cost or quality of construction. Communications by and with the Architect's consultants shall be through the Architect.

- 6.2.19** Assist the City with evaluating progress payment requests from the CM/GC by reviewing the baseline Schedule of Values prepared by the CM/GC for sufficient detail, such as by specification section, floor and space segmentation. Provide recommendations to the CITY.
- 6.2.20** The Architect shall review the CM/GC's payment applications and recommend to the CITY whether it should certify as complete any of the work that is the subject of the application. The Architect's recommendation to pay any of the amounts requested shall constitute the Architect's representation that (a) it has observed and evaluated the work at the site as provided in Article 6.2.12 above, (2) it has reviewed the data in the CM/GC's application for payment, and (3) the work has progressed to the point indicated on the request for payment and that to the best of the Architect's knowledge, information and belief, the quality of the work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent test and inspections, to minor deviations from the Contract Documents correctable prior to completion and to specific qualifications expressed by the Architect. The Architect's recommendation to issue a certificate for payment shall constitute a further representation that the CM/GC is entitled to payment in the amount certified. However, the recommendation to issue a certificate of payment is not a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the work; (2) reviewed construction means, methods, techniques, sequences or procedures; (3) reviewed copies of requisitions received from subcontractors and material suppliers and other data requested by the CITY to substantiate the CM/GC's right to payment; or (4) ascertained how or for what purpose the CM/GC has used money previously paid.

- 6.2.21** The Architect shall advise the CITY to reject work that the Architect believes in good faith does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable to implement the intent of the Contract Documents, the Architect will advise the CITY to require additional inspection or testing of the work in accordance with the provisions of the Contract Documents, whether or not such work is fabricated, installed or completed. The CITY shall make the final determination whether to reject work, require additional testing, or require other corrective actions by the CM/GC.
- 6.2.22** The Architect shall review proposed procedures and results of testing and special inspection procedures that are required by the construction Contract Documents, and report its comments to the CITY. Review and advise the CITY on special testing and/or inspection that may arise due to field conditions or as requested by appropriate authorities. It is understood that separate contracts for testing and special inspection consultants, laboratories or agencies will be arranged by the CITY. Attend inspections with appropriate consultants when requested to do so by the CITY.
- 6.2.23** Review and advise the CITY as to the approval of substitutions proposed by the CM/GC, including advice as to whether accepting the proposed substitutions would expose the CITY to added operations cost for the finished Project or require substantial revision to the Contract Documents. If, in the City's judgment, the Architect is required to substantially revise documents in order to accommodate substitutions or equals, the City will compensate the Architect as Additional Services, provided that the need to revise the documents was not caused by the Architect's errors or omissions.
- 6.2.24** Review shop drawings, laboratory reports, samples, wiring and control diagrams, schedules and lists of materials and equipment, and other descriptive data pertaining to specified materials, equipment and storage thereof that the CM/GC is required to submit for the CITY's approval, and recommend whether to approve.

6.2.25 Review documents and materials that the CM/GC is required to submit for conformance with the design intent of the Work and with the information given in or inferable from the Contract Documents. Such review shall be made by the Architect upon receipt from the CM/GC of submittals that have been dated, signed and approved by the CM/GC, except where otherwise directed by the CITY. The Architect may note the exceptions taken or not taken, the corrections necessary, and the re-submittals required, and will return the documents or materials with such notations to the CM/GC as directed by the CITY. Review and action on an item that is a component of an assembly or system shall not necessarily apply to the entire assembly or system. In its agreement with the CM/GC, the CITY will include a provision (such as clause 4.2.7 for AIA Document A201, 1987 edition) specifying that the Architect's review of the CM/GC's submittals does not alter the CM/GC's responsibility for errors and omissions in such submittals; it is Architect's responsibility to ensure that this provision is included in the trade packages before they are released for bid or negotiation.

6.2.26 After compilation of the final punchlist by the CM/GC, the Architect, in conjunction with the CM/GC, will verify the final punchlist, recommend changes, participate in site visits to determine and track the status of the acceptability of all punchlist items, participate in the final review of the Project and advise the CITY as to the approval of work performed by the CM/GC.

6.2.27 Assist the CM/GC and/or Commissioning Agent in arranging for building commissioning, start-up and testing, adjusting and balancing and the coordination of operational testing and proper functioning of all installed equipment, and any building commissioning that may be required related to applications by the CITY for LEED certification or the close-out process for the Office of Statewide Healthcare Planning and Development (OSHPD). Submit a statement to the CITY as to the proper functioning of all items of equipment prior to the release of final payment to the CM/GC.

- 6.2.28** Conduct observations and review completed work to determine the date or dates of substantial completion and the date of final completion and advise the CITY in writing as to the same. The Architect shall advise the CITY as to the appropriateness of the issuance of a final Certificate of Payment.
- 6.2.29** The Architect shall at all times have access to the work and the Project site.
- 6.2.30** The Architect shall have authority to make interpretations and decisions in matters relating to appearance and aesthetic or artistic effects where they do not conflict with any design element previously approved by the CITY or Art Commission and where such decisions are consistent with the intent of the Contract Documents; provided the CITY shall retain the authority to make the final interpretations and decisions. Whenever interpreting or making decisions concerning an integrated art work commissioned by the CITY or Art Commission, the Architect must obtain CITY or Art Commission approval prior to making any such interpretation or decision. The Architect shall be responsible for any additional construction costs arising out of any aesthetic change initiated by the Architect after the commencement of construction, unless payment to the Contractor for and notice to the Architect to implement such changes have been specifically approved in writing by the CITY in advance.
- 6.2.31** Architect shall not have control or charge of and shall not be responsible for construction means, methods, techniques, scheduling, sequences or procedures, for safety precautions and programs in connection with construction of the Project, for the acts or omissions of the CM/GC, its subcontractors or any other persons performing any of the work on the Project (unless directly employed or retained by the Architect), or for the failure of any of them to carry out the work on the Project in accordance with the Contract Documents.

6.2.32 Coordinate with all artists in the installation of art work, either by the artists, contractors or separate installers that are to be incorporated in the Project as an integral building or site element.

6.2.33 The Architect shall not have the authority to stop the work unless specific authorization has been granted in writing by the CITY.

6.2.34 All design-build systems recommended by the Architect and submitted by the CM/GC shall be reviewed and stamped by the Architect in a timely manner for conformance with the intent of the design drawings and specifications. The CM/GC shall remain responsible for compliance with the design-build requirements and information and responses for agency approval. Architect shall submit the information and responses to the agency as necessary.

6.3 WARRANTY PHASE

The Architect shall assist the CITY's maintenance and operation personnel in conducting warranty inspections during the warranty period following Final Completion as set forth below:

6.3.1 Architect shall observe and review the condition of completed work, and provide assistance to the CITY to develop a list of corrective warranty work and a schedule for completion for systems, components, equipment, and finishes that have failed to meet the specified performance criteria or the terms of specific product warranties during the warranty period following Final Completion.

6.3.2 The final warranty inspection shall take place no earlier than the eleventh month following Final Completion and no later than the twelfth month following Final Completion.

6.3.3 In the event that systems, components, equipment, and finishes fail to meet the specified performance criteria or the terms of specific product warranties at any time prior to the final warranty inspection, Architect shall observe and review the condition of completed work, and provide

assistance to the CITY to develop a list of corrective warranty work and a schedule for its completion.

7

ADDITIONAL SERVICES

As defined in paragraph 2.1 above, Additional Services are services in addition to the Basic Services of this Agreement. The Architect shall not proceed with any Additional Services without the prior written authorization of the CITY. The written authorization to perform Additional Services must include a statement describing the services as Additional Services. In the event the CITY believes certain services to be part of Basic Services which the Architect contends are Additional Services, the Architect shall not perform such services until (a) the Architect provides the CITY with written notice of the contention with factual support, and (b) the CITY then instructs the Architect in writing to proceed, in which case the Architect shall perform the services required and pursue any monies or other compensation which it believes it is owed, by filing a claim with the City and/or pursuing any other available remedies.

Additional Services include the following:

- 7.1 Financial feasibility studies.
- 7.2 Services for future systems and equipment that are not intended to be constructed or provided for during the Construction Administration Phase. However, provisions for advances in computer technology (e.g., software upgrades) are to be made as part of Basic Services.
- 7.3 Detailed quantity surveys or inventories of material, equipment, furnishings and labor.
- 7.4 Services required in connection with construction performed by the CITY that is not part of the Project work, except as indicated in the Agreement.
- 7.5 Providing consultation concerning replacement of any work damaged by fire or other cause during construction and furnishing services as may be required in connection with the replacement of such work.

- 7.6 Providing services made necessary by the default of the CM/GC, or by major defects or deficiencies in the work of the CM/GC, or otherwise caused by the CM/GC or others during construction, excluding the Architect's consultants or employees.
- 7.7 Preparing design and construction documents for procurement or manufacture or creation of art work that is to be incorporated in the Project as an integral building or site element, beyond those services necessary to coordinate the design and structure of the building or site to accommodate the installation of such art work.
- 7.8 Providing services more than one year after Final Completion, unless such services are required as a result of the Architect's negligent error or omissions.
- 7.9 Providing services, consultants, or scope of work not stipulated as included in this Agreement, and not customarily provided as part of an Architect's Basic Services, which includes but is not limited to:
 - 7.9.1 Wind, shadow study, and environmental consultants; 7.9.3 Archeological consultants;
 - 7.9.2 Archeological consultants;
 - 7.9.3 Hazardous materials consultants; and,
 - 7.9.4 Design of shoring, excavation, bracing and underpinning systems, if performed by the Architect. However, as part of its Basic Services, Architect shall review such design elements and provide engineering stamps on drawings as required by OSHPD.
 - 7.9.5 Additional Services made necessary by reversals of authorizations, approvals or instructions previously given by the CITY but only such services as are substantial and in excess of what would have been required if there had not been such reversals.
- 7.10 Additional Services to incorporate substantial structural changes to integrate the artwork administered by the Art Commission after the completion and acceptance of the Design Development Drawings.

7.11 Services in connection with substantial changes in the scope or schedule of the Project directed by the CITY, but not including changes proposed and recommended by the Architect, changes required to keep the Project within the FCBL, or value engineering proposals accepted by the City.

7.12 Coordination of tenant moves and relocations.

7.13 On-site representation beyond those services defined as Basic Services.

8 COMPENSATION

No charge shall be incurred under this Agreement nor shall any payments become due to the Architect until final reports, documents, or services as required under this Agreement have been completed and are received from the Architect and approved by the CITY as being in accordance with this Agreement, or until the CITY agrees that services covered under the payment request have been satisfactorily performed.

The CITY shall compensate the Architect as follows:

8.1 BASIC SERVICES

For all of the Architect's Basic Services, the Architect shall be paid a Lump Sum Fixed Fee of \$50,400,000 (fifty million four hundred thousand dollars) as is set forth in the Fee Schedule – Summary Sheet (Attachment 2). The fee is divided into four increments as is set forth in the Fee Schedule. The Lump Sum Fixed Fee includes all subconsultant fees and normal costs to the Project including all phone calls, faxes, in-house and subconsultant coordination, presentation, printing, and reproductions as required by this Agreement and the like, and those specific costs defined in Article 8.4.5., excluding only those costs for Additional Services and amounts for Reimbursable Expenses.

The Fee Schedule Analysis (Attachment 5) represents the Architect's estimate of the level of effort required of it over the life of this Agreement to earn the fees identified as "Architectural" on Attachment 2.

8.2 ADDITIONAL SERVICES

As defined in Article 2.1. above, Additional Services are services not specified or required in the Agreement as Basic Services. The CITY shall not compensate the Architect for Additional Services unless such services are authorized in writing prior to performance by the Architect. Payment for Additional Services shall be made in accordance with the Hourly Rate Schedule set forth in Attachment 6 which shall be adjusted annually consistent with the Consumer Price Index for the nine Bay Area counties as published on July 1 or the first date thereafter.

8.3 FURNISHINGS, FURNITURE AND EQUIPMENT NOT AFFIXED

At the request of the CITY, the Architect shall provide services to design and prepare documents for procurement and installation of furnishings, furniture and equipment (FFE) not affixed to the building. The Architect will be entitled to compensation for these services as Additional Services. The Architect will, however, coordinate such design, procurement or installation in the building as part of the Architect's Basic Services, as described in Article 9.7 below.

8.4 REIMBURSABLE EXPENSES

The City has established an allowance of \$750,000 for Reimbursable Expenses. Reimbursable Expenses shall be invoiced by the Architect's accounting categories and shall be subject to the audit provisions of this Agreement.

8.4.1 Only the actual costs incurred by the Architect shall be allowed and invoiced as Reimbursable Expenses. The Architect shall not exceed the Reimbursable Expense allowance set forth in Article 8.4 above without prior written authorization from the CITY. There shall be no mark-ups of any kind allowed on Reimbursable Expenses.

8.4.2 If requested by the CITY, the Architect will obtain and submit to the CITY a quote from its insurance carrier for the cost of premiums for project specific professional liability insurance. If approved by the CITY, the actual cost for the insurance coverage will be included in this contract as a Reimbursable Expense. There will be no mark-ups allowed on these costs.

- 8.4.3 Reimbursable expenses shall include reproduction costs requested by the CITY beyond those required under Articles 2.15, 4, 5, and 6 of this Agreement.
- 8.4.4 All activities and work product resulting from implementation of Building Information Modeling (BIM) are considered Basic Services. Renderings, computer animated presentations and presentation models that are not otherwise part of the BIM work product, are considered reimbursable expenses when requested and approved by the City in advance and in writing. Such documents prepared by the Architect without the City's written advance approval shall be considered part of the Architect's Basic Services.
- 8.4.5 The following items are considered normal project costs and a part of the Basic Services Fee, not Reimbursable Expenses: (a) phone calls, faxes, mail, express mail, courier delivery or overnight delivery service charges, or other communications charges between members of the Architect's team and/or the CM/GC and its team, regardless of location; (b) regional phone calls and faxes for all area codes having any geographical land area within 100 miles of San Francisco even though its outlying boundary exceeds the 100 mile limitation; (c) Internet gateways, FTP sites or data file transfer or research services; (d) travel within 100 mile radius of San Francisco; (e) travel outside 100 mile radius of San Francisco unless approved in writing in advance by the CITY; (f) in-house coordination materials among the Architect and its team, including photocopy and drawing materials and messenger services; (g) presentation material and reproductions, as required by articles 4, 5 and 6 of this Agreement; (h) all CADD and other computer-related time and expenses in support of those items specifically listed in articles 4, 5 and 6 of this Agreement; and (i) food, beverage, and entertainment charges of any kind unless approved in writing in advance by the CITY.
- 8.4.6 In addition to the foregoing and exclusive of the reimbursable expense allowance set forth above, the CITY will reimburse the Architect, on a yearly basis, for the difference between the actual insurance premium

expense to procure \$1 million per claim/\$2 million aggregate in professional liability insurance coverage and the actual insurance premium expense to procure the \$20 million in professional liability insurance coverage required by this Agreement. However, in no event will the City reimburse the Architect for more than \$150,000 for the first year of this Agreement or for more than \$200,000 per year for each year thereafter.

8.5 PAYMENT SCHEDULE AND INVOICES

8.5.1 PAYMENT SCHEDULE AND INVOICES

The Fee Schedule:

The Project is divided into four increments presently designated as Site Utilities , Service Building Modifications, Structural Package and Shell and Buildout. Each Increment will be assigned a final value that will represent the total fee (Architect and subconsultants) for that Increment.

The fee schedule for all increments will be attached to this Agreement as Attachment 2. Each Increment is further subdivided into phases which include pre-design phase, design development phase, construction documents phase, and the like. Each phase is assigned a value representing the total fee (Architect and subconsultants) for that phase. Within each Increment, the total of all of the values assigned to each phase equals the total fee (Architect and subconsultants) for that Increment.

Each phase within each Increment is considered complete when that phase has achieved the benchmark set forth in the following table:

Phase	Completion Benchmark
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Pre-Design /Schematic/ Conceptual	Civic Design Review * – Phase 1
Design Development	Incorporate schematic design review comments from CITY and/or CM/GC Civic Design Review* – Phase 2
Construction Documents	Incorporate design development review comments from CITY and/or CM/GC Civic Design Review* – Phase 3
Agency Review	Building Permit Issuance from Permitting Agency
Bidding	Incorporate value engineering proposals accepted by the City Receipt of Incremental Bid Package
Construction Administration	Issuance of a Certificate of Beneficial Occupancy by Agency having Jurisdiction (OSHDP or SFBBI) and receipt of same by the City.
Post Construction	As mutually agreed by Task
* Peer review will determine when those phases not subject to Civic Design Review are completed. Both the SFDPW (through the Project Manager) and the SFGH must concur before that phase will be deemed complete.	

8.5.2 The Architect will submit invoices for work in progress no more than once each month for Basic Services, including Construction Phase Services. All fees, including those of the Architect's subconsultants, are to be charged on a lump sum percent complete basis within the course of each phase and each Increment. Lump sum fees will be invoiced based on the Architect's calculation of the percentage of design services that have been satisfactorily completed and approved by the CITY, relative to the percentage of the total lump sum fee approved for completion of the design documents during the design phases and of construction administration services during the construction administration and warranty phases, all as set forth in the table below.

With respect to each completed phase, the City will pay no more than the total amount budgeted for that phase. The Architect is responsible for any fees in excess of the amount budgeted for that phase.

All invoices that the Architect submits for payment for services performed under this Agreement must conform to the CITY's Form of Invoice as it may be modified during the course of the Project. The invoices must identify each phase for which payment is being sought, the percentage of completion of each phase so identified, and the total amount being requested for each phase so identified.

Phase	Percentage of Fee
Schematic Design Phase	10.23%
Design Development Phase	15.70%
Construction Document Phase	25%
Construction Bid Phase/OSHPD Approval Phase	10.63%
Construction Administration Phase	34.94%
Warranty Phase	2.5%

(beginning at Final Completion)	
Total:	100%

Payment to the Architect during the Construction Phase will be made monthly in relation to the percentage of completion of the work by the CM/GC in the following manner:

- 25% construction work complete, up to 35% construction phase fee
- 50% construction work complete, up to 65% construction phase fee
- 75% construction work complete, up to 80% construction phase fee
- Substantial completion of construction, up to 95% construction phase fee
- Final acceptance of construction work, up to 100% construction phase fee

8.5.3 Along with its invoice, the Architect shall furnish copies of invoices submitted by subconsultants to substantiate reimbursement. The Architect's invoices must identify the percentage of the work completed by all subconsultants, the cost of the work completed by all subconsultants, and the percentage of LBE participation for each of the phases identified in the Fee Schedule – Summary Sheet (Attachment 2).

The CITY will retain 10% of the amount of each invoice submitted by the Architect for Basic Services, including costs of subconsultants, pending satisfactory completion by the Architect of all work in the phase, and approval by the CITY; upon approval of all work in the phase for each Increment, the amount retained will be released to the Architect. There shall be no retention on Reimbursable Expenses or Additional Services.

8.5.4 The Architect shall receive compensation only for those Additional Services authorized in writing by the CITY in advance of the Architect's performance of the work, and in accordance with the rate schedule found in the Hourly Rate Schedule, Attachment 6, which includes the subconsultants' fee schedules.

8.5.5 The hourly rates on Attachment 6, shall be the best discount given to any client of the Architect under similar circumstances.

- 8.5.6 With respect to any hourly work (e.g., Additional Services), reimbursable fees paid will be based on the actual hours charged, subject to any specified maximums. For hourly work, the Architect shall submit copies of certified timesheet records for all persons performing the work, and shall indicate the number of hours worked by period, and the approved direct rate, overhead and profit billing rate.
- 8.5.7 Alternatively, a lump sum or guaranteed maximum fee for Additional Services may be authorized by the CITY prior to commencement of work on these services, in which case these services shall be invoiced according to the terms of Article 8.5.1 above.
- 8.5.8 There shall be no mark-ups by the Architect for the cost of professional consultants retained by the Architect in the performance of its Basic Services. Allowable mark-ups for professional consultants retained for approved Additional Services shall be 1.1 times the subconsultant's bill to the Architect. No markups of any kind shall be allowed for any reimbursable expenses, whether invoiced by or to the Architect.
- 8.5.9 If during the course of construction, the CITY determines at its sole and reasonable discretion that modifications to Construction Documents or Contract Documents are required due to errors or omissions on the part of the Architect or its subconsultants, the Architect shall not be compensated for the cost of developing, preparing or reproducing the necessary revised drawings and specifications to correct those errors or omissions nor shall the Architect be compensated in its fee for the cost of any related extra design work. Architect's rights for such payment shall be reserved until Project completion.
- 8.5.10 No deductions shall be made from the Architect's compensation on account of penalty, liquidated damages or other sums withheld from payments to the CM/GC or on account of the cost of changes in the work other than those for which the Architect is responsible based on its negligent errors or omissions.

8.5.11 Payments of Reimbursable Expenses shall be made monthly upon presentation by the Architect of an itemized statement of actual expenses incurred with a detailed cost breakout and supporting invoices and copies of original receipts.

8.5.12 The Reimbursable Expense allowances set forth in Article 8.4 above provide only for costs which are defined as part of Basic or Additional Services Fees and are not subject to the LBE participation requirements of the CITY.

8.5.13 No more than eighty percent (80%) of the Reimbursable Expense Allowance (see Article 8.4.) shall be allowed through completion of the Construction Documents Phase. The Architect shall not exceed this allowance or the total allowance without the prior written authorization of the CITY.

8.5.14 Subject to the provisions of Article 11 below, if the Project is suspended for more than one hundred eighty (180) days or abandoned in whole or in part, the Architect shall be compensated for services satisfactorily performed prior to receipt of written notice from the CITY of such suspension or abandonment. If the Project is resumed after being suspended for more than 180 days, the Architect's compensation for the remainder of the services to be provided for the Project shall be subject to renegotiation.

8.6 WITHHOLDING OF PAYMENT

The CITY may withhold payment from the Architect for work not satisfactorily completed or delivered as required by this Agreement or for amounts incurred by the CITY as a result of the Architect's negligent errors or omissions. Payments for other amounts due on the same or other invoice shall not be unreasonably withheld or delayed. The CITY shall endeavor to issue payments of undisputed amounts to the Architect within thirty (30) days following the receipt of complete and accurate invoices.

8.7 DISALLOWANCE

In the event the Architect claims or receives payment from the CITY for a service, including progress payment, reimbursement for which is later disallowed by the CITY, the Architect shall promptly refund the disallowed amount to the CITY upon the CITY's request. At its option, the CITY may offset the amount disallowed from any payment due or to become due to the Architect.

8.8 PAYMENT DOES NOT IMPLY ACCEPTANCE OF WORK

The issuance of any progress payment by the CITY, or the receipt thereof by the Architect, shall in no way lessen the liability of the Architect to correct unsatisfactory work although the unsatisfactory nature of such work may or may not have been apparent or detected at the time such payment was made.

9 CITY'S RESPONSIBILITIES

The CITY shall:

9.1 APPROVALS

Obtain approvals from Appropriate Authorities, as defined herein, with the assistance of the Architect and promptly render decisions when it is within its power to do so.

9.2 BIDS

Advertise and receive bids for the construction of the Project.

9.3 BUILDING INSPECTORS

Provide Building Inspectors for the construction phase.

9.4 DEFICIENCIES

Promptly notify the Architect in writing of apparent deficiencies in materials or workmanship discovered within twelve (12) months from submission of the final punchlist.

9.5 FEES

Pay all fees required to secure building permits.

9.6 HAZARDOUS SUBSTANCES

The CITY acknowledges that the discovery, presence, handling or removal of asbestos, asbestos products, polychlorinated biphenyl (PCB) or other hazardous substances which may presently exist at the job site is outside of the Architect's expertise and is not included in the scope of work the Architect is to perform nor included in the Architect's insurance. The CITY therefore agrees to hire one or more expert consultants in this field to deal with these problems if the Project involves such materials. Even though the Contract Documents may incorporate the work of such other consultants, the Architect shall not be responsible for the discovery, presence, handling or removal of such materials.

9.7 NON-AFFIXED FURNITURE AND EQUIPMENT

The CITY will be responsible for purchase and coordination with successful vendors for delivery, assembly, storage and placement of loose furniture, furnishings and equipment not included within the Construction Documents and Contract Documents prepared by the Architect.

9.8 PROJECT DATA

Furnish the following project data to the Architect:

- (1) Civil Engineering Data: Furnish an Existing Site Utilities Plan including water, gas, drainage, sewer, power, telecommunications and site drainage. Data shall be provided in hard copy and electronic (CADD) file formats.
- (2) Mapping and Surveying Data: Furnish reproducible drawings including a site plan of the Project site that are clear and legible, and accurate within accepted industry standards. Furnish relevant and necessary survey information, including the following: topographic map with utility locations (surface features), utility tunnel alignment locations (including height and width), building locations, and site boundaries to be shown based on available legal description. Data shall be provided in hard copy and

electronic (CADD) file formats. Except that, if the Architect discovers an error or discrepancy in the mapping and survey data provided by the CITY it is the Architect's responsibility to advise the CITY in a timely manner of such error or discrepancy and to request the CITY perform and provide additional field survey verification.

- (3) Geotechnical Data: Furnish soil and geological reports and data, including test logs; allowable soil bearing pressures under dead, live and short-term lateral loading; retaining wall design criteria; soil profile type; and near source factors per the applicable building codes; and other data reasonably necessary to define subsoil conditions. Furnish special testing and inspection services as required for the aforementioned items.
- (4) Electrical Engineering Data: Furnish data regarding capacity, location and routing of existing building systems: electrical power and distribution, fire / life safety, communications, and security.
- (5) Mechanical Engineering Data: Furnish data concerning water supply, drainage, sewage collection and disposal.
- (6) The services, information, surveys, and reports required by Section 9.8 shall be furnished at the CITY's expense, and Architect shall be entitled to rely upon their accuracy and completeness, except that Architect may not rely upon and must question in writing to the CITY any information that appears incorrect based upon the Architect's experience with or knowledge of the Project.

9.9 PROJECT MANAGER

Designate a Project Manager who shall coordinate his/her duties with the Architect as provided herein.

9.10 RESPOND TO SUBMITTALS

During each phase identified below, review and respond, in writing, to all submittals within thirty (30) working days from receipt of the complete submittal:

- (1) Schematic Design Phase
- (3) Design Development Phase
- (4) Construction Document Phase
- (5) Construction Bid Phase
- (6) Construction Administration Phase
- (7) Warranty Phase

9.11 TESTS AND INSPECTIONS

Furnish tests and inspections as required during the construction phase.

9.11.1 OSHPD PEER REVIEW

Provide for independent peer review of the geotechnical and structural elements as required by OSHPD.

10 DOCUMENTS AND OWNERSHIP OF DOCUMENTS

10.1 OWNERSHIP OF DOCUMENTS

All designs, drawings, specifications, documents, presentation models and drawings, electronic data and other work products created by the Architect and the subconsultants for this Project ("Instruments of Service"), and all copyrights in them shall become the property of the CITY immediately upon creation of such Instruments of Services. The Architect and the subconsultants shall defend (subject to the CITY's right of consultation prior to selection of counsel), indemnify, and hold harmless the CITY from any claim that the Instruments of Service infringe the copyright or similar rights of another. The Architect and the subconsultants shall retain ownership of their original sketches, study models and study materials made from their own purposes (*i.e.*, creative development and internal discussion).

10.2 USE BY THE ARCHITECT OR THE ARCHITECTS CONSULTANTS

The Architect and the subconsultants may retain copies of their Instruments of Service, such copies made at their expense. The Architect and the subconsultants may use the Instruments of Service for their own marketing purposes without the express written consent of the CITY if the marketing materials have been previously approved by the CITY and they have not been altered in any way since approval other than minor changes in format, organization or wording. Any other publication or use shall require the prior written approval of the CITY. The Architect and the subconsultants may use architectural/engineering details contained in the Instruments of Service for other projects without the express written consent of the CITY only to the extent such use would not infringe on the CITY's copyright in the overall form of the Project as well as the arrangement and composition of spaces and elements in the design, as expressed in the Instruments of Service or any of them.

10.3 USE BY THE CITY

The CITY may reproduce, distribute, and make any use of the Instruments of Service, whether or not the Project is executed, without further notice or compensation to the Architect or subconsultants, provided that such Instruments of Service shall not be used as or to the create Construction Documents on other unrelated projects. If the CITY terminates this Agreement without cause before commencement of the Construction Document Phase, the Architect and the subconsultants shall not be liable for any claim to the extent arising out of the use of the CITY of the Instruments of Service, except for negligent acts or omissions or intentional misconduct reflected therein.

10.4 COVENANT NOT TO SELL

The CITY promises and agrees to refrain from selling, donating, or exchanging the Instruments of Service for use on any other project or building. However, the CITY may sell, assign or otherwise appropriate any right, title or interest in the Instruments of Service for any purpose relative to the new San Francisco General Hospital without notice to the Architect or the subconsultants. In such event, the CITY shall make a good faith effort to include this covenant as a term of any such transaction.

11 TERMINATION OF AGREEMENT

11.1 BY EITHER PARTY FOR FAULT

Either party may terminate this Agreement, in whole or in part, in writing, if the other party substantially fails to fulfill its obligations under this Agreement through no fault of the terminating party. However, no such termination may be effected unless the other party is given (a) not fewer than ten (10) calendar days written notice (delivery by certified mail) of its intent to terminate; and (b) an opportunity for consultation and to rectify failures of obligations within thirty (30) days of consultation with the terminating party before termination becomes effective.

11.2 BY CITY FOR CONVENIENCE

The City may terminate this Agreement, in whole or in part, in writing, for its convenience (such as for legal or financial reasons, major changes in the work or program requirements). In such event, City shall provide the Architect with (a) thirty (30) calendar days written notice (delivered by certified mail, return receipt requested) of the City's intent to terminate; and (b) an opportunity for consultation with the City before termination becomes effective.

11.3 PROCEDURE UPON TERMINATION

11.3.1 If the City terminates this Agreement for convenience, the City shall acknowledge additional costs the Architect has incurred in the performance of the Agreement, the termination of which was due to no fault of the Architect, and shall authorize an equitable adjustment to the Agreement price as follows: The equitable adjustment in price shall include a reasonable profit for services or other work performed prior to the effective date of termination. The equitable adjustment shall provide for payment to the Architect for services rendered and expenses incurred before the termination in addition to termination settlement costs the Architect reasonably incurs relating to commitments which had become firm before the termination. Architect shall submit a final invoice for services actually performed and/or reimbursable expenses incurred, plus

any markup as allowed under the Agreement; no amount shall be allowed for anticipated profit on unperformed or unauthorized services or charges.

11.3.2 In the event that the City terminates the Agreement for fault, the City may reduce any amount earned or otherwise due the Architect by the sum of any additional costs the City has or will incur as a result of the Consultant's default.

11.3.3 Upon receipt of any notice for termination, the Architect shall (a) promptly discontinue all services affected (unless the notice directs otherwise); and (b) deliver or otherwise make available to the City all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as the Architect and its consultants may have accumulated in performing this Agreement, whether completed or in progress.

11.3.4 Upon termination of this Agreement, the City may take over the work and prosecute the same to completion by agreement with another party, with City forces, or otherwise. The City may be free to engage another architect or to utilize such plans, drawings, specifications and other work prepared by the Architect for the Project. Such replacement architect shall expressly assume the responsibility of "Architect of Record," and shall be responsible for its own negligent errors and omissions on such plans, drawings, specifications and other work. If the termination is for fault, the Architect shall remain liable for any damages or additional costs incurred by the City as a result of completing or correcting the Architect's plans and/or specifications.

12 INSURANCE COVERAGES

12.1 The Architect will maintain in force, during the full term of the Agreement and for five years following Substantial Completion (or as reduced by the agreement of the parties), insurance by an insurance company certified by the California Insurance Commissioner with a rating of A-, VII or better as follows:

12.1.1 a. Workers' compensation, in statutory amounts, with employers' liability limits not less than \$1,000,000 each accident; and

- b. Commercial General Liability Insurance with limits not less than \$5,000,000 each occurrence / \$10,000,000 aggregate combined single limit for bodily injury and property damage, including contractual liability, personal injury, products and completed operations; and,
- c. Commercial Automobile Liability Insurance with limits not less than \$5,000,000 each occurrence combined single limit for bodily injury and property damage, including owned, non-owned and hired auto coverage, as applicable.

12.1.2 Commercial General Liability and commercial automobile liability insurance policies must provide the following:

- a. Name as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees.
- b. 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. This provision shall not operate to increase the limit of liability of the insurer.

12.1.3 Architect's professional liability insurance, as follows:

From the effective date of this Agreement, the Architect shall maintain practice insurance covering its negligent acts, errors or omissions, with limits not less than \$20,000,000 per claim and in the aggregate with a deductible of not more than \$50,000.

If requested by the City, the Architect shall obtain, retroactive to the effective date of this Agreement, a project professional liability insurance policy dedicated solely to the Project (the "Project Policy"). The Project Policy shall protect against any negligent act, error or omission arising out of the design or engineering activities with respect to the Project, including coverage for acts by subconsultants for whose work the

Architect is responsible under this Agreement. The Project Policy shall be endorsed to provide the following:

That the City is the sole agent for notice and premiums;

That there will be a joint defense coverage against third party claims; and,

That the City, as the named Additional Insured-Owner, may assert claims against other Additional Insureds.

- 12.1.4 All policies shall provide thirty (30) days' advance written notice to City of reduction or nonrenewal of coverages or cancellation of coverages for any reason. Notices shall be sent to the following address:

**City & County of San Francisco
Department of Public Works
Division of Contract Administration
875 Stevenson Street, Room 420
San Francisco, CA 94103**

A sample Certificate of Insurance and an Endorsement to the policy is available (as reference only) on the Office of Contract Administration website http://www.sfgov.org/site/oca_page.asp?id=26546 (click Insurance Requirements).

- 12.1.5 Should any of the required insurance be provided under a claims-made form, the Architect 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.

- 12.1.6 Should any of the required insurance, except for professional liability 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.

12.1.7 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.

12.1.8 Before commencing any operations under this Agreement, the Architect shall: (a) furnish to the City certificates of insurance and additional insured endorsements from insurers with ratings comparable to A-, VIII or higher who are authorized to do business in the State of California, who are satisfactory to City, and whose policies provide all of the coverages described above, and (b) furnish complete copies of policies promptly upon City request. Failure to maintain the insurance required by this Agreement shall constitute a material breach of this Agreement.

12.1.9 Approval of the insurance by City shall not relieve or decrease the liability of the Architect hereunder.

12.1.10 If a subcontractor or subconsultant will be used to complete any portion of this Agreement, the Architect will ensure that the subcontractor or subconsultant provides all necessary insurance and causes its insurer(s) to name the City and County of San Francisco, its officers, agents and employees as additional insureds. The Architect shall provide such insurance documents to the City on behalf of its subconsultant.

13 INDEMNIFICATION

13.1 GENERAL INDEMNITY

To the fullest extent permitted by law, Architect 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 claim, loss, cost, damage, injury (including, without limitation, injury to or death of an employee of the Architect 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 Architect, any of its subconsultants, anyone directly or indirectly employed by them, or anyone that they control (collectively, "Liabilities").

13.2 LIMITATIONS

No insurance policy covering the Architect's performance under this Agreement shall operate to limit the Architect's liability under this provision. Nor shall the amount of insurance coverage operate to limit the extent of such liability.

The Architect assumes no liability whatsoever for the sole negligence, active negligence, or willful misconduct of any Indemnitee or the contractors of any Indemnitee.

The Architect's indemnification obligations for claims involving "Professional Liability" (claims involving acts, errors or omissions in the rendering of professional services) and "Economic Loss Only" (claims involving economic loss which are not connected with bodily injury or physical damage to property) shall be limited to the extent of the Architect's negligence or other breach of duty.

13.3 COPYRIGHT INFRINGEMENT

Architect 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 Architect's services under this Agreement. Infringement of patent rights, copyrights, or other proprietary rights in the performance of this

Agreement shall be considered a material breach of contract, if not the basis for indemnification under the law.

14 MODIFICATIONS

The Architect shall do no work in addition to or beyond the scope of the services set forth and contemplated by this Agreement unless and until it is authorized to do so by the issuance to it of a "Modification of Contract," duly executed and bearing the Controller's certification that funds are available for additional work.

15 INDEPENDENT CONTRACTOR

Architect or any agent or employee of Architect 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. Architect or any agent or employee of Architect 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. Architect or any agent or employee of Architect is liable for the acts and omissions of itself, its employees and its agents. Architect 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 Architect's performing services and work, or any agent or employee of Architect providing same. Nothing in this Agreement shall be construed as creating an employment or agency relationship between City and Architect or any agent or employee of Architect.

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 Architect 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 Architect 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 Architect for City, upon notification of such fact by City, Architect shall promptly remit such amount due or arrange with City to have the amount due withheld from future payments to Architect under this Agreement (again, offsetting any amounts already paid by Architect 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, Architect shall not be considered an employee of City. Notwithstanding the foregoing, should any court, arbitrator, or administrative authority determine that Architect is an employee for any other purpose, then Architect 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 Architect was not an employee.

16 AUDIT AND INSPECTION OF RECORDS

The Architect agrees to maintain and make available to the CITY accurate books and accounting records relative to all of its activities under this Agreement. The Architect will permit the 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 of the services required under this Agreement, including basic services, reimbursable expenses, and additional services provided on an hourly basis, whether funded in whole or in part under this Agreement.

The Architect shall maintain such data and records in an accessible location and condition for a Period of not less than five (5) years after final payment under this Agreement or until after a final audit has been resolved, whichever is later.

A clause similar to this shall be included in all sub-agreements between the Architect and subconsultants giving the CITY the same rights against the subconsultants. Canceled checks of payments to subconsultants must be maintained by the Architect and made available to the CITY upon request.

The CITY may initiate an audit under this Agreement by written notice, upon not fewer than seven (7) calendar days.

17 SUBCONSULTANTS

The Architect is permitted to subcontract portions of the services to be performed under this Agreement only after the prior written approval by the CITY. The Architect shall be responsible for its subconsultants or sub-contractors throughout the course of the work to be performed under this Agreement. Execution of this Agreement shall constitute approval of the firms and individuals listed on Attachment 7 as subconsultants and/or subcontractors on this Project.

Substitutions may be made for any consultants listed on Attachment 7 for: (1) failure to perform to a reasonable level of professional competence, (2) inability to provide sufficient staff to meet the Project requirements and schedules, or (3) unwillingness to negotiate reasonable contract terms or compensation.

The CITY reserves the right to request specific consultants with specific expertise to be added to the team to provide Basic Services or Additional Services, if the CITY determines that specific expertise is lacking in the project team or if the CITY believes it is in the CITY's best interest to assign a particular subconsultant to the Architect.

Substitutions of LBE firms shall be made on equal basis upon written request and recommendation by the Architect and written approval by the CITY. The Architect shall hold harmless, indemnify and defend the CITY from any claim that may arise out of any approval of substitutions.

18 TAXES

All taxes levied upon this Agreement, the transaction, or the services delivered pursuant hereto, shall be borne by the Architect. The Architect is to provide Business Tax Registration Certification in order to certify this contract.

19 PROPRIETARY INFORMATION OF THE CITY

The Architect understands and agrees that, in the performance of the work or services under this Agreement or in contemplation thereof, the Architect may have access to private or confidential information which may be owned or controlled by the CITY and that such information may contain proprietary details, the disclosure of which to third parties would be damaging to the CITY. The Architect agrees that all such information

disclosed by the CITY to the Architect shall be held in confidence and used only in the performance of the Agreement. The Architect shall exercise the same standard of care to protect such information as is used to protect its own proprietary data.

20 ADMINISTRATIVE REMEDY FOR AGREEMENT INTERPRETATION

The parties shall attempt in good faith to resolve by negotiation any disagreements between them concerning the interpretation of this Agreement. If a dispute persists, the Architect shall continue to perform services in accordance with the CITY's interpretation of the Agreement, provided that if the dispute is resolved in the Architect's favor, the Architect shall be compensated for extra costs incurred in complying with the CITY's interpretation but not legal fees and costs incurred in resolving the dispute.

21 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.

22 ENTIRE AGREEMENT

This Agreement sets forth the entire agreement between the parties, and supersedes all other oral or written provisions, including any prior Interim Agreement for professional services related to this Project. The terms of any prior Interim Agreement as well as any modifications to those terms are incorporated by reference into this Agreement to the extent they do not conflict with this Agreement. In the event of any conflict between the two, the terms of this Agreement shall prevail. 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.

23 NOTICES

Except as provided otherwise in this Agreement, any notice may be served upon the CITY or the Architect by delivering it in writing or by depositing the written notice with the United States Postal Service with postage fully prepaid and addressed to the party to receive the notice, at the respective addresses set forth below. In addition, any notice may be served effectively by delivering or mailing it, as in this paragraph provided, to the City or the Architect at any other address that either may designate by written notice served upon the other. Any notice of default must be sent by registered mail.

CITY'S ADDRESS:

Department of Public Works
Attention: Ronald Alameida,
Project Manager
30 Van Ness Avenue, 5th Floor
San Francisco, CA 94102

ARCHITECT'S ADDRESS:

Fong & Chan Architects, Inc.
1361 Bush Street
San Francisco, CA 94109

24 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 Architect for, commodities or services beyond the agreed upon contract scope set forth in this Agreement 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.

25 LIABILITY OF THE CITY

The City's payment obligations under this Agreement shall be limited to the payment of the compensation provided for in section 8 of this Agreement. Notwithstanding any

other provision of this Agreement, in no event shall the 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.

26 QUALIFIED PERSONNEL

Work under this Agreement shall be performed only by qualified and competent personnel under the supervision of and in the employment of the Architect or its subconsultants. The Architect's Key Personnel and subconsultants shall all be licensed by the State of California in their respective professional fields as Architects and Engineers. The Architect will comply with the CITY's reasonable requests regarding assignment and/or removal of personnel, but all personnel including those assigned at the CITY's request, shall be supervised by the Architect.

27 RESPONSIBILITY FOR EQUIPMENT

The 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 the Architect, or by any of its employees, even though such equipment be furnished, rented or loaned to the Architect by the CITY. The acceptance or use of such equipment by the Architect or any of its employees shall be construed to mean that the Architect accepts full responsibility for and agrees to exonerate, indemnify, defend and save harmless the CITY from and against any and all claims for any damage or injury of any type arising from the use, misuse or failure of such equipment, whether such damage be to the Architect, its employees, the CITY employees or third parties, or to property belonging to any of the above.

28 OWNERSHIP OF EQUIPMENT

Any equipment vehicles, computer programs (software licenses and media), and the like, purchased by the Architect or its subconsultants in connection with services to be performed under this Agreement and reimbursed by the City, shall become property of and will be transmitted to the CITY at the conclusion of the Architect's services under the Agreement.

29 **ASSIGNMENT**

The services to be performed by the Architect are personal in character and neither this Agreement nor any duties or obligations hereunder shall be assigned or delegated by the Architect unless approved by written instrument executed and approved in the same manner as this Agreement. The Architect, the partners of any Joint Venture or Association that the Architect may establish for the Project, or any of the Architect's subconsultants may incorporate or change their business names, provided, such incorporation or change does not decrease their obligations or liabilities under this Agreement.

30 **SUCCESSORS AND ASSIGNS**

This Agreement shall be binding upon the CITY and the Architect and their respective successors and assigns. Neither the performance of this Agreement nor any part thereof, nor any funds due or to become due thereunder may be assigned by the Architect without the prior written consent and approval of the CITY.

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 **COMPLIANCE WITH LAWS**

The Architect shall keep itself fully informed of the City's Charter, codes, ordinances, regulations, and policies, 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, regulations, policies and all applicable laws as they may be amended from time to time.

33 **COMPLIANCE WITH AMERICANS WITH DISABILITIES ACT**

The Architect 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. The Architect shall provide the services specified in this Agreement and shall prepare all designs for the Project in a manner that complies with the ADA and any and all other applicable federal, state and local disability rights legislation. In addition, the Architect agrees not to discriminate against disabled persons in the provision of services, benefits or activities provided under this Agreement and further agree that any violation of this prohibition on the part of the Architect, its employees, agents or assigns will constitute a material breach of this Agreement.

34 **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 arising out of this Agreement, whether relating to formation, interpretation, performance, or anything else, shall be in San Francisco County.

35 **SUBMITTING FALSE CLAIMS**

Pursuant to San Francisco Administrative Code Chapter 6, Article V, any contractor, subcontractor or consultant who submits a false claim shall be liable to the City for three times the amount of damages that 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 attorney's 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; (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.

36 INCIDENTAL AND CONSEQUENTIAL DAMAGES

The Architect shall be responsible for incidental and consequential damages resulting from the Architect's negligent acts or omissions. Nothing in this Agreement shall constitute a waiver or limitation of any rights that the CITY may have under applicable law.

37 OTHER AGREEMENTS BETWEEN THE CITY AND THE ARCHITECT

Through its execution of this Agreement, the Architect certifies that neither it nor any of its employees has any interest, however remote, in any other Agreement with the CITY, whether or not such Agreement is with Architect's respective firms, affiliate firms or through separate employment, except as expressly itemized below. The Architect understands and agrees that failure to disclose such information may result in termination of this Agreement pursuant to Article 11 above.

38 WORKS FOR HIRE

If, in connection with services performed under this Agreement, the Architect or its subconsultants create artwork, copy, posters, billboards, photographs, videotapes, audio tapes, systems designs, software, reports, diagrams, surveys, 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 the Architect or its subconsultants under this Agreement are not works for hire under U.S. law, the Architect hereby assigns all copyrights to such works to the CITY. The CITY hereby grants to the Architect a free license to use such works solely for the purpose of marketing, i.e., to document the Architect's experience and capabilities, and to use or re-use details which are not unique to the design of the Project, which details would not otherwise be copyrightable under Title 17 of the United States Code. With respect to any other use or purpose, the Architect must obtain the prior express written permission of the CITY.

39 **CONSTRUCTION**

All paragraph captions are for reference only and shall not be considered in construing this Agreement.

40 **SOLE BENEFIT**

This Agreement is intended for the sole benefit of the CITY and the Architect, and is not intended to create any third-party rights or benefits.

41 **NON-DISCRIMINATION IN CITY CONTRACTS AND BENEFITS
ORDINANCE**

41.1 **ARCHITECT SHALL NOT DISCRIMINATE**

In the performance of this Agreement, Architect agrees not to discriminate against any employee, City and County employee working with it or its subcontractor, applicant for employment with it or its 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.

41.2 **SUBCONTRACTS**

The Architect shall incorporate by reference in all subcontracts the provisions of Sections 12B.2 (a), 12B.2(c)-(k), and 12C.3 of the San Francisco Administrative Code and shall require all subcontractors to comply with such provisions. The

Architect's failure to comply with the obligations in this subsection shall constitute a material breach of this Agreement.

41.3 NON-DISCRIMINATION IN BENEFITS

The Architect will 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 or where the work is being performed for the City or elsewhere within 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 Section 12B.2(b) of the San Francisco Administrative Code.

41.4 CONDITION TO CONTRACT

As a condition to this Agreement, the Architect 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.

41.5 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. The Architect shall comply fully with and be bound by all of the provisions that apply to this Agreement under such Chapters of the Administrative Code, including but not limited to the remedies provided in such Chapters. Without limiting the foregoing, the Architect understands that pursuant to Sections 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 the Architect and/or deducted from any payments due the Architect.

42 LOCAL BUSINESS ENTERPRISE UTILIZATION; LIQUIDATED DAMAGES

42.1 THE LBE ORDINANCE

Architect, 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 Architect's obligations or liabilities, or materially diminish Architect'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. Architect's willful failure to comply with any applicable provisions of the LBE Ordinance is a material breach of Architect'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, Architect shall comply fully with all other applicable local, state and federal laws prohibiting discrimination and requiring equal opportunity in contracting, including subcontracting.

42.2 COMPLIANCE AND ENFORCEMENT

42.2.1 ENFORCEMENT

If Architect 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, Architect shall be liable for liquidated damages in an amount equal to Architect'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 Architect authorized in the LBE Ordinance, including declaring the Architect to be irresponsible and ineligible to contract with the City for a period of up to five years or revocation of the Architect'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, Architect acknowledges and agrees that any liquidated damages assessed by the Director of the HRC shall be payable to City upon demand. Architect further acknowledges and agrees that any liquidated damages assessed may be withheld from any monies due to Architect on any contract with City.

Architect 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.

42.2.2 SUBCONTRACTING GOALS

The LBE subcontracting participation goal for this contract is 5 %.

Architect 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 Architect 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 Architect.

Architect shall not participate in any back contracting to the Architect 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.

42.2.3 SUBCONTRACT LANGUAGE REQUIREMENTS

Architect shall incorporate the LBE Ordinance into each subcontract made in the fulfillment of Architect's obligations under this Agreement and require each subcontractor to agree and comply with provisions of the ordinance applicable to subcontractors.

Architect shall include in all subcontracts with LBEs made in fulfillment of Architect's obligations under this Agreement, a provision requiring Architect 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 Architect does not fulfill its commitment to use the LBE subcontractor as specified in the bid or proposal, unless Architect 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.

42.2.4 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.

43 REQUIRING MINIMUM COMPENSATION FOR EMPLOYEES

Architect 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. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 12P. Consistent with the requirements of the MCO, Architect agrees to all of the following:

- a. For each hour worked by a Covered Employee during a Pay Period on work funded under the City contract during the term of this Agreement, Architect shall provide to the Covered Employee no less than the Minimum Compensation, which includes a minimum hourly wage and compensated and uncompensated time off consistent with the requirements of the MCO. For the hourly gross compensation portion of the MCO, Architect shall pay a minimum of \$10.77 an hour for the term of this Agreement; provided, however, that Contractors that are Nonprofit Corporations or public entities shall pay a minimum of \$9 an hour for the term of this Agreement.

If a Covered Employee of a Nonprofit Corporation works in San Francisco, then that employee is covered by San Francisco's Minimum Wage Ordinance, which is Chapter 12R of the Administrative Code. As of January 1, 2007, Chapter 12R's minimum wage is \$9.14 per hour.

- b. Architect shall not discharge, reduce in compensation, or otherwise discriminate against any employee for complaining to the City with regard to Architect's compliance or anticipated compliance with the requirements of the MCO, for opposing any practice proscribed by the MCO, for participating in proceedings related to the MCO, or for seeking to assert or enforce any rights under the MCO by any lawful means.
- c. Architect understands and agrees that the failure to comply with the requirements of the MCO shall constitute a material breach by Architect of the terms of this Agreement. The City, acting through the Contracting Department, shall determine whether such a breach has occurred.
- d. If, within 30 days after receiving written notice of a breach of this Agreement for violating the MCO, Architect fails to cure such breach or, if such breach cannot reasonably be cured within such period of 30 days, Architect fails to commence efforts to cure within such period, or thereafter fails diligently to pursue such cure to completion, the City, acting through the Contracting Department, shall have the right to pursue the following rights or remedies and any rights or remedies available under applicable law:
 - (1) The right to charge Architect an amount equal to the difference between the Minimum Compensation and any compensation actually provided to a Covered Employee, together with interest on such amount from the date payment was due at the maximum rate then permitted by law;
 - (2) The right to set off all or any portion of the amount described in Subsection (d)(1) of this Section against amounts due to Architect under this Agreement;
 - (3) The right to terminate this Agreement in whole or in part;
 - (4) In the event of a breach by Architect of the covenant referred to in Subsection (b) of this Section, the right to seek reinstatement of the employee or to obtain other appropriate equitable relief; and

- (5) The right to bar Architect from entering into future contracts with the City for three years.

Each of the rights provided in this Subsection (d) shall be exercisable individually or in combination with any other rights or remedies available to the City. Any amounts realized by the City pursuant to this subsection shall be paid to the Covered Employee who failed to receive the required Minimum Compensation.

- e. Architect 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.
- f. Architect shall keep itself informed of the current requirements of the MCO, including increases to the hourly gross compensation due Covered Employees under the MCO, and shall provide prompt written notice to all Covered Employees of any increases in compensation, as well as any written communications received by the Architect from the City, which communications are marked to indicate that they are to be distributed to Covered Employees.
- g. Architect shall provide reports to the City in accordance with any reporting standards promulgated by the City under the MCO, including reports on subcontractors.
- h. The Architect shall provide the City with access to pertinent records after receiving a written request from the City to do so and being provided at least five (5) business days to respond.
- i. The City may conduct random audits of Architect. Random audits shall be (i) noticed in advance in writing; (ii) limited to ascertaining whether Covered Employees are paid at least the minimum compensation required by the MCO; (iii) accomplished through an examination of pertinent records at a mutually agreed upon time and location within ten days of the written notice; and (iv) limited to one audit of Architect every two years for the duration of this Agreement. Nothing in this Agreement is intended to preclude the City from investigating any report of an alleged violation of the MCO.

- j. Any subcontract entered into by Architect 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. A subcontract means an agreement between the Architect and a third party which requires the third party to perform all or a portion of the services covered by this Agreement. Architect shall notify the Department of Administrative Services when it enters into such a subcontract and shall certify to the Department of Administrative Services that it has notified the subcontractor of the obligations under the MCO and has imposed the requirements of the MCO on the subcontractor through the provisions of the subcontract. It is Architect'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 Architect.
- k. Each Covered Employee is a third-party beneficiary with respect to the requirements of subsections (a) and (b) of this Section, and may pursue the following remedies in the event of a breach by Architect of subsections (a) and (b), but only after the Covered Employee has provided the notice, participated in the administrative review hearing, and waited the 21-day period required by the MCO. Architect understands and agrees that if the Covered Employee prevails in such action, the Covered Employee may be awarded: (1) an amount equal to the difference between the Minimum Compensation and any compensation actually provided to the Covered Employee, together with interest on such amount from the date payment was due at the maximum rate then permitted by law; (2) in the event of a breach by Architect of subsections (a) or (b), the right to seek reinstatement or to obtain other appropriate equitable relief; and (3) in the event that the Covered Employee is the prevailing party in any legal action or proceeding against Architect arising from this Agreement, the right to obtain all costs and expenses, including reasonable attorney's fees and disbursements, incurred by the Covered Employee. Architect also understands that the MCO provides that if

Architect prevails in any such action, Architect may be awarded costs and expenses, including reasonable attorney's fees and disbursements, from the Covered Employee if the court determines that the Covered Employee's action was frivolous, vexatious or otherwise an act of bad faith.

- I. If Architect 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 (\$50,000 for nonprofits), but Architect later enters into an agreement or agreements that cause contractor to exceed that amount in a fiscal year, Architect 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 Architect and this department to exceed \$25,000 (\$50,000 for nonprofits) in the fiscal year.

44 **REQUIRING HEALTH BENEFITS FOR COVERED EMPLOYEES**

Architect 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, Architect shall provide the appropriate health benefit set forth in Section 12Q.3 of the HCAO. If Architect 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 Architect 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. Architect's failure to comply with the HCAO shall constitute a material breach of this agreement. City shall notify Architect 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, Architect fails to cure such breach or, if such breach cannot reasonably be cured within such period of 30 days, Architect 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 Architect 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. Architect 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 Architect 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 Architect based on the Subcontractor's failure to comply, provided that City has first provided Architect with notice and an opportunity to obtain a cure of the violation.
- e. Architect shall not discharge, reduce in compensation, or otherwise discriminate against any employee for notifying City with regard to Architect'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. Architect 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. Architect 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. Architect shall keep itself informed of the current requirements of the HCAO.
- i. Architect 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. Architect 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. Architect shall allow City to inspect Architect's job sites and have access to Architect's employees in order to monitor and determine compliance with HCAO.
- l. City may conduct random audits of Architect to ascertain its compliance with HCAO. Architect agrees to cooperate with City when it conducts such audits.
- m. If Architect is exempt from the HCAO when this Agreement is executed because its amount is less than \$25,000 (\$50,000 for nonprofits), but Architect later enters into an agreement or agreements that cause Architect'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 Architect 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

(7) That in the event the City is the prevailing party in a civil action to recover liquidated damages for breach of a contract provision required by this Chapter, the contractor will be liable for the City's costs and reasonable attorneys fees.

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 **EARNED INCOME CREDIT (EIC) FORMS**

Administrative Code section 12O requires that employers provide their employees with IRS Form W-5 (The Earned Income Credit Advance Payment Certificate) and the IRS EIC Schedule, as set forth below. Employers can locate these forms at the IRS Office, on the Internet, or anywhere that Federal Tax Forms can be found.

Architect 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 Architect 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 Architect; 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 Architect of the terms of this Agreement. If, within thirty days after Architect receives written notice of such a breach, Architect fails to cure such breach or, if such breach cannot reasonably be cured within such period of thirty days, Architect 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 Architect shall require the subcontractor to comply, as to the subcontractor's Eligible Employees, with each of the terms of this section.

Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Section 12O of the San Francisco Administrative Code.

47 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 Architect acknowledges and agrees that he or she has read and understood this section.

48 DRUG-FREE WORKPLACE POLICY

Architect 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. Architect agrees that any violation of this prohibition by the contractor, its employees, agents or assigns shall be deemed a material breach of contract.

49 SUNSHINE ORDINANCE

In accordance with San Francisco Administrative Code §67.24(e), contracts, contractor's bids, responses to requests for proposals and all other records of communications between the department 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's 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 subdivision will be made available to the public upon request.

50 NONDISCLOSURE OF PRIVATE INFORMATION

Architect 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. Architect agrees that any failure of Architect 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 Architect pursuant to Chapter 6 or Chapter 21 of the Administrative Code, or debar the Architect.

51 LIMITATIONS ON CONTRIBUTIONS

Through execution of this Agreement, Architect 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 a board 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. Architect 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. Architect further acknowledges that the prohibition on contributions applies to each prospective party to the contract; each member of Architect's board of directors; Architect's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 20 percent in Architect; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Architect. Additionally, Architect acknowledges that Architect must inform each of the persons described in the preceding sentence of the prohibitions contained in Section 1.126.

52 PROHIBITING USE OF CITY FUNDS FOR POLITICAL ACTIVITY

In accordance with San Francisco Administrative Code Chapter 12.G, Architect 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. Architect 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 Architect 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 Architect from bidding on or receiving any new City contract for a period of two (2) years. The Controller will not consider Architect's use of profit as a violation of this section.

53 RESOURCE CONSERVATION

Chapter 5 of the San Francisco Environment Code ("Resource Conservation") is incorporated herein by reference. Failure by Architect to comply with any of the applicable requirements of Chapter 5 will be deemed a material breach of contract.

54 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.

55 PRESERVATIVE-TREATED WOOD CONTAINING ARSENIC

Architect 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. Architect 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 Architect 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.

56 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.

Architect shall remove all graffiti from any real property owned or leased by Architect in the City and County of San Francisco within forty eight (48) hours of the earlier of Architect'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 Architect 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.).


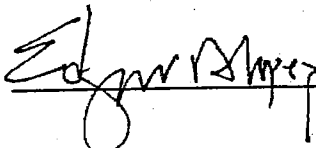
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IN WITNESS WHEREOF, the parties hereto have executed this Agreement in San Francisco, California on this 19 day of JUNE, 2008.


CITY AND COUNTY OF SAN
FRANCISCO

ARCHITECT

RECOMMENDED BY:


APPROVED:

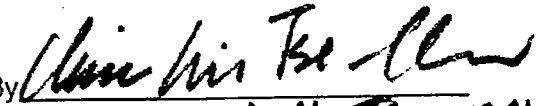

Edward D. Reiskin
Director, Department of Public Works

APPROVED:

APPROVED AS TO FORM:

Dennis J. Herrera
CITY Attorney

By  6-19-08
Deputy City Attorney
JOSEPH SANDOVAR JR

By 
Name: CHIU LIN TSE-CHAN
Title: PRINCIPLE

By _____
Name: _____
Title: _____

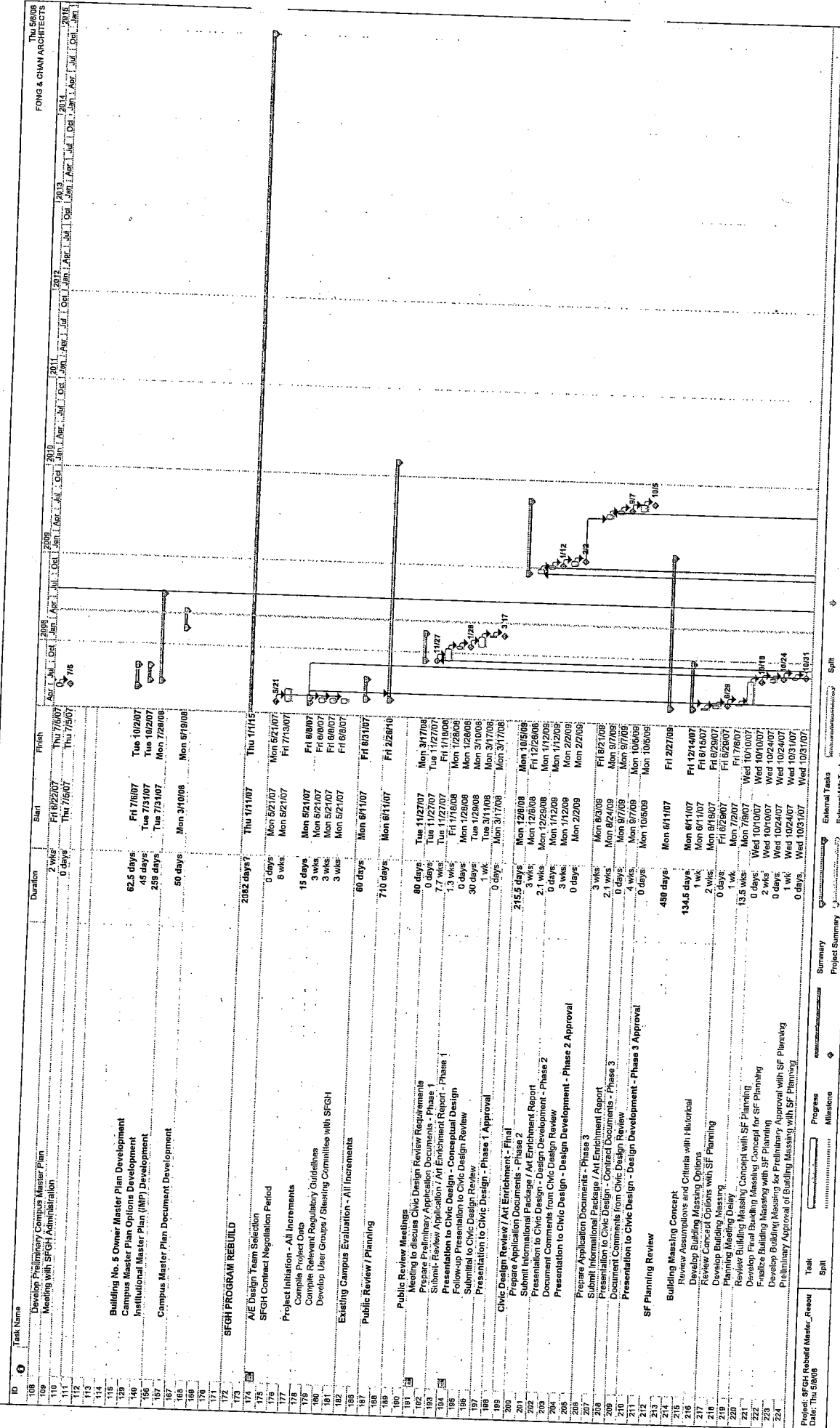
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Name: _____
Title: _____

**ATTACHMENT 1
PROJECT SCHEDULE**

ID	Task Name	Duration	Start	End
1	SFGH REPLACEMENT PROJECT			
2	Initial Funding Approval by Mayor - Project Start	2265 days	Mon 4/3/08	Thu 11/11/13
3	Site Feasibility Study	0 days	Mon 4/3/08	Mon 4/3/08
4	Institutional Master Plan Update	133 days	Mon 4/3/08	Thu 10/5/08
5	Geotechnical Report	74 days	Mon 7/3/08	Thu 10/12/08
6	Hazardous Material Report	388 days	Fri 9/15/08	Tue 2/12/09
7	Environmental Impact Report	186 days	Wed 10/1/08	Wed 5/30/09
8	ERFQ advertised by SFGH	385 days	Wed 12/07	Tue 7/10/08
9	ERFQ submitted to SFGH	0 days	Wed 12/07	Wed 12/07
10	ERFQ Proposals due to SFGH	0 days	Fri 1/2/09	Fri 1/2/09
11	ERFQ Consultant Selection	0 days	Thu 2/15/07	Thu 2/15/07
12	Authorization to Proceed	0 days	Fri 3/23/07	Fri 3/23/07
13	NOI Development	19 wks	Mon 8/20/07	Mon 8/20/07
14	NOI Review	37 days	Fri 8/3/07	Mon 8/20/07
15	NOI Draft Development	157 wks	Fri 8/3/07	Mon 8/20/07
16	NOI Draft Submission	0 days	Wed 11/21/07	Wed 11/21/07
17	NOI Draft Comments	30 days	Fri 11/1/08	Fri 11/1/08
18	Preliminary Draft EIR No. 1 Submittal to MEA	6 wks	Fri 11/1/08	Fri 3/7/08
19	EIR Draft Development	0 days	Wed 4/2/08	Wed 4/2/08
20	EIR Draft Submission to City	0 days	Thu 4/10/08	Thu 4/10/08
21	Landscape Presentation Board Hearing	45 days	Mon 4/21/08	Mon 4/21/08
22	Design EIR Review Period	3 wks	Mon 4/21/08	Mon 4/21/08
23	Preliminary Draft EIR Draft No. 1 Development	0 days	Mon 4/21/08	Mon 4/21/08
24	PDRTC No. 1 Submittal	2.8 wks	Mon 4/21/08	Mon 4/21/08
25	Preliminary Draft EIR Draft No. 1 Review / Development	0 days	Fri 4/30/08	Fri 4/30/08
26	PDRTC No. 2 Submittal	2.3 wks	Mon 4/16/08	Mon 4/16/08
27	Preliminary Draft EIR Draft No. 2 Review / Development	0 days	Mon 4/16/08	Mon 4/16/08
28	EIR Draft Submittal	10 days	Tue 6/17/08	Tue 6/17/08
29	Planning Commission Hearing	0 days	Tue 7/8/08	Tue 7/8/08
30	Board EIR Certification	0 days	Tue 7/8/08	Tue 7/8/08
31	GO Bond Approval Process	232 days	Fri 12/14/07	Tue 11/4/09
32	Design Scope for Cost Estimate Established	0 days	Fri 12/14/07	Fri 12/14/07
33	Cost Estimate for Bond Report	23 days	Fri 12/14/07	Tue 1/15/08
34	Cost Estimate Reconciliation Process	13 days	Wed 1/16/08	Fri 2/1/08
35	Cost Estimate for Bond Report Established	0 days	Fri 2/1/08	Fri 2/1/08
36	Cost Estimate for Bond Report Development	31 days	Mon 2/4/08	Mon 3/17/08
37	Cost Estimate for Bond Report	0 days	Mon 3/17/08	Mon 3/17/08
38	Cost Estimate for Bond Report	0 days	Mon 3/17/08	Mon 3/17/08
39	Cost Estimate for Bond Report	0 days	Mon 3/17/08	Mon 3/17/08
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41	Cost Estimate for Bond Report	0 days	Mon 3/17/08	Mon 3/17/08
42	Cost Estimate for Bond Report	0 days	Mon 3/17/08	Mon 3/17/08
43	Cost Estimate for Bond Report	0 days	Mon 3/17/08	Mon 3/17/08
44	Cost Estimate for Bond Report	0 days	Mon 3/17/08	Mon 3/17/08
45	Cost Estimate for Bond Report	0 days	Mon 3/17/08	Mon 3/17/08
46	Cost Estimate for Bond Report	0 days	Mon 3/17/08	Mon 3/17/08
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49	Cost Estimate for Bond Report	0 days	Mon 3/17/08	Mon 3/17/08
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61	Cost Estimate for Bond Report	0 days	Mon 3/17/08	Mon 3/17/08
62	Cost Estimate for Bond Report	0 days	Mon 3/17/08	Mon 3/17/08
63	Cost Estimate for Bond Report	0 days	Mon 3/17/08	Mon

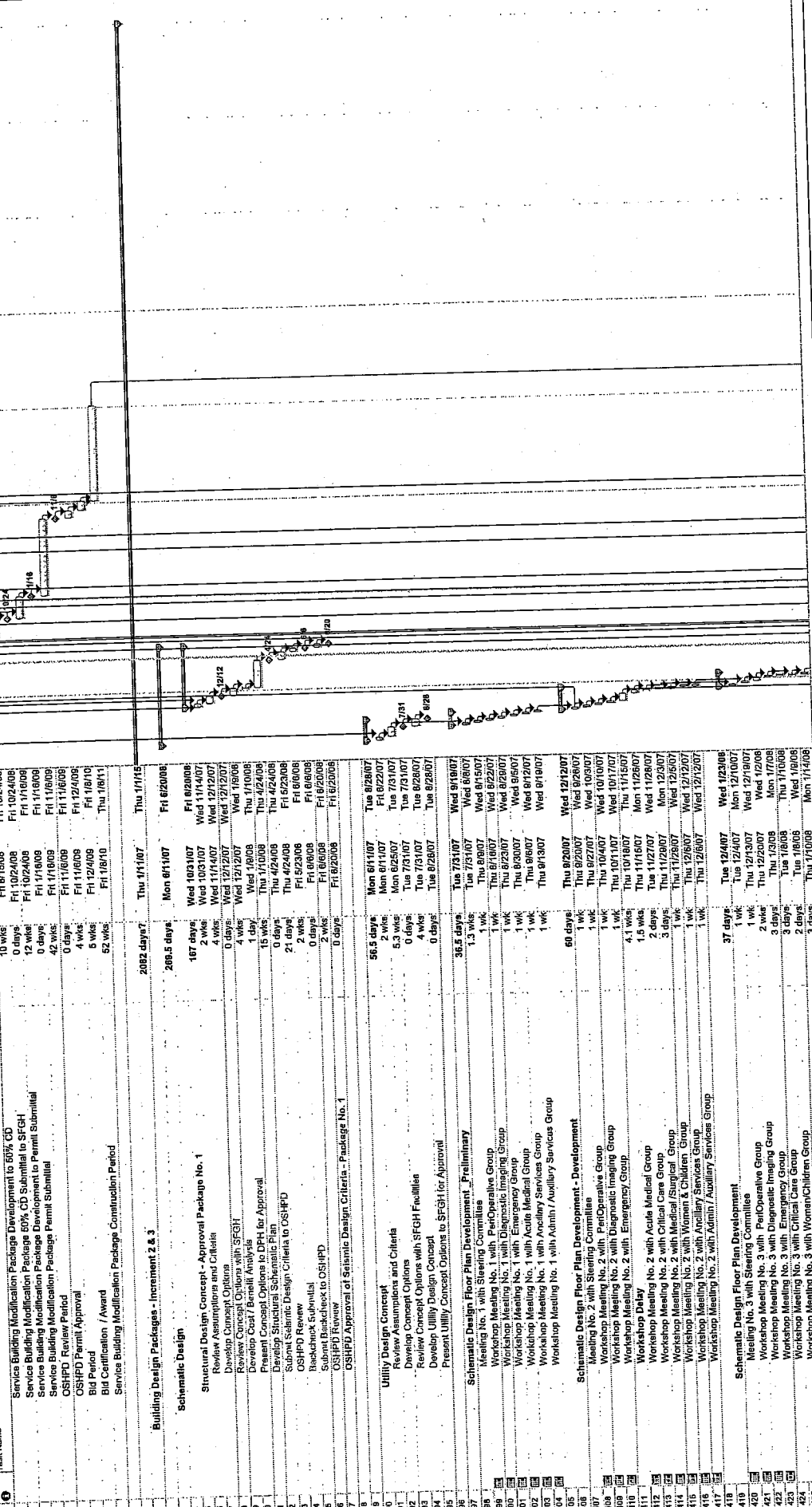
SAN FRANCISCO GENERAL HOSPITAL MEDICAL CENTER
OVERALL PROJECT SCHEDULE

THU 5/8/08
FONG & CHAN ARCHITECTS



	Mon 2/2/05	Extoln Tracks	Split
Review DD of Incident #1424	2 hrs		
Design Team LEED Comm Options			
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ID	Task Name	Start	Finish	Duration
293	Review 50% CD of Increment Package 2 / Update SF Greenprint	Mon 8/5/09	Fri 8/14/09	2 wks
294	Design Team LEED Compliance / Energy Meeting	0 days	Fri 8/14/09	0 days
295	Design Permit Submittal of Increment Package 2 / Update SF Greenprint	2 wks	Mon 8/17/09	2 wks
296	Coordinate LEED Compliance / Energy Meeting	0 days	Fri 12/25/10	0 days
297	Submit to USGBC	2 wks	Mon 12/21/10	2 wks
298	USGBC Review	0 days	Fri 12/25/10	0 days
299	USGBC Approval	3 wks	Mon 2/8/10	3 wks
300		0 days	Fri 2/26/10	0 days
301		0 days	Fri 2/26/10	0 days
302		0 days	Fri 2/26/10	0 days
303		0 days	Fri 2/26/10	0 days
304		0 days	Fri 2/26/10	0 days
305		0 days	Fri 2/26/10	0 days
306		0 days	Fri 2/26/10	0 days
307	Site Utility / Service Building Modifications Projects	Mon 10/15/07	Thu 1/6/11	844.5 days
308	Site / Utility Master Plan Concept Development	Mon 10/15/07	Mon 12/10/08	70.5 days
309	Review Assumptions and Criteria with SFGH / Historical	1 wk	Mon 10/15/07	1 wk
310	Utility Survey of SFGH Campus	4 wks	Mon 10/22/07	4 wks
311	Develop Option and Phasing Plan / Utility Master Plan	6 wks	Mon 11/19/07	6 wks
312	Review Site / Utility Master Plan	4 wks	Mon 11/26/07	4 wks
313	Finalize Site / Utility Master Plan	0.5 days	Mon 12/3/07	0.5 days
314	Present Site / Utility Master Plan Concept with SFGH	4 wks	Mon 12/24/07	4 wks
315	Site Utility / Service Building Schematic Design	0 days	Mon 12/10/08	0 days
316	Meet with SF Planning / EIR	64 days	Mon 12/10/08	64 days
317	Incorporate EIR Comments into Site / Utility Master Plan	0 days	Fri 5/16/09	0 days
318	Review Site Utility Master Plan with SF Planning	1 wk	Mon 12/15/08	1 wk
319	Incorporate SF Planning Comments into Site / Utility Master Plan	0 days	Mon 12/15/08	0 days
320	Final Approval Meeting with SFGH	0 days	Mon 12/22/08	0 days
321	Develop SFGH Comments into Site / Utility Master Plan	1 wk	Mon 12/29/08	1 wk
322	Develop SFGH Comments into Site / Utility Master Plan	2 wks	Mon 2/4/09	2 wks
323	Site Utility / Service Building Schematic Design Package	7 wks	Mon 2/18/09	7 wks
324	Site Utility / Service Building Plan Review by SFGH	4 days	Mon 4/7/09	4 days
325	Coordinate Comments from Coordination Meeting	0 days	Mon 4/7/09	0 days
326	Final Coordination of SD Package	1 wk	Fri 4/11/09	1 wk
327	Design Team Coordination Meeting	0 days	Fri 4/18/09	0 days
328	Finalize SD Package	2 wks	Fri 5/22/09	2 wks
329	Submit SD Package to SFGH and SF-DPW	0 days	Fri 5/22/09	0 days
330		0 days	Fri 5/22/09	0 days
331		0 days	Fri 5/22/09	0 days
332		0 days	Fri 5/22/09	0 days
333		0 days	Fri 5/22/09	0 days
334		0 days	Fri 5/22/09	0 days
335		0 days	Fri 5/22/09	0 days
336		0 days	Fri 5/22/09	0 days
337	Site Utility / Service Building Design Development	65 days	Fri 8/16/09	65 days
338	Develop Site Utility / Service Building Design Development Package	0 wks	Fri 8/16/09	0 wks
339	Submit Site Utility / Service Building Design Development Package	0 days	Fri 8/27/09	0 days
340	Coordinate Comments from Coordination Meeting	1 wk	Fri 9/13/09	1 wk
341	Coordinate Comments from Coordination Meeting	2 wks	Fri 9/20/09	2 wks
342	Design Team Coordination Meeting	0 days	Fri 9/20/09	0 days
343	Finalize DD Package	2 wks	Fri 10/2/09	2 wks
344	Submit DD Package to SFGH and SF-DPW	0 days	Fri 10/2/09	0 days
345		0 days	Fri 10/2/09	0 days
346		0 days	Fri 10/2/09	0 days
347	Existing Site Utility Relocation Package	360 days	Fri 8/15/08	360 days
348	Existing Site Utility Relocation - Development to 50% CD	10 wks	Fri 8/15/08	10 wks
349	Existing Site Utility Relocation 50% CD Submittal to SFGH	0 days	Fri 10/24/08	0 days
350	Site / Development Package 100% CD / Permit Submittal	10 wks	Fri 10/24/08	10 wks
351	City Review Period	0 days	Fri 12/09	0 days
352	Permit Approval	16 wks	Fri 12/09	16 wks
353	Permit Approval	0 days	Fri 12/09	0 days
354	Permit Approval	4 wks	Fri 12/09	4 wks
355	Permit Approval / Award	0 days	Fri 12/09	0 days
356	Existing Site Utility Relocation Construction - Site Clearing	16 wks	Fri 12/09	16 wks
357	Existing Site Utility Relocation Construction - Utilities	12 wks	Fri 12/09	12 wks
358		0 days	Fri 12/09	0 days
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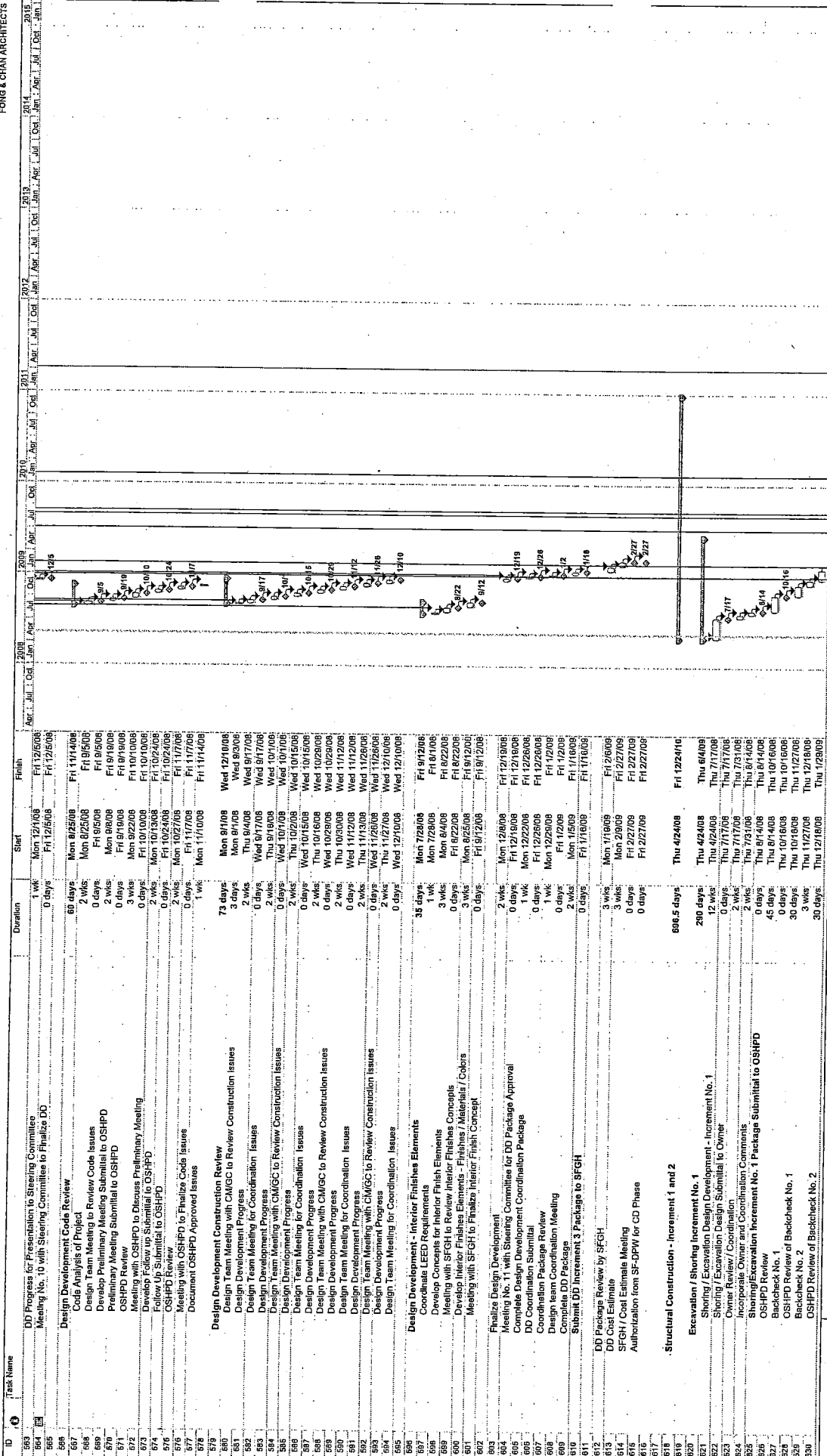
ID	Task Name	Duration	Start	Finish
427	Workshop Meeting No. 3 with Ancillary Services Group	1 wk	Thu 1/17/06	Wed 1/23/06
428	Workshop Meeting No. 3 with Ancillary Services Group	1 wk	Thu 1/17/06	Wed 1/23/06
429				
430				
431	Schematic Design Floor Plan Development - Final			
432	Meeting No. 4 with Steering Committee	41 days	Tue 1/15/06	Tue 3/11/06
433	Workshop Meeting No. 4 with PeriOperative Group	1.4 wks	Wed 1/23/06	Wed 1/23/06
434	Workshop Meeting No. 4 with Diagnostic Imaging Group	1 wk	Wed 1/23/06	Wed 1/23/06
435	Workshop Meeting No. 4 with Emergency Group	1 wk	Thu 1/31/06	Wed 2/6/06
436	Workshop Meeting No. 4 with Critical Care Group	3 days	Thu 2/7/06	Mon 2/11/06
437	Workshop Meeting No. 4 with Medical/Surgical Group	2 days	Tue 2/21/06	Wed 2/13/06
438	Workshop Meeting No. 4 with Women/Children Group	3 days	Tue 2/14/06	Mon 2/18/06
439	Meeting No. 5 with Steering Committee for SD Approval	1 day	Tue 2/19/06	Mon 2/18/06
440	Final SD Floor Plans to Consultants	0 days	Thu 3/6/06	Tue 3/11/06
441		4 days	Thu 3/6/06	Tue 3/11/06
442	Schematic Design Code Review			
443	Code Analysis of Project	100 days	Thu 1/15/07	Wed 4/16/06
444	Design Team Meeting to Review Code Issues	3 wks	Thu 1/15/07	Thu 1/26/07
445	Develop Preliminary Meeting Materials to OSHPD	4 days	Thu 1/26/07	Thu 1/26/07
446	Preliminary Meeting with OSHPD	0 days	Thu 1/26/07	Wed 1/22/07
447	OSHPD Review	0 days	Wed 1/21/07	Wed 1/22/07
448	OSHPD Comments from Preliminary Meeting	4 wks	Wed 1/21/07	Wed 1/26/07
449	Develop Follow up Submittal to OSHPD	0 days	Wed 1/26/07	Wed 1/26/07
450	Follow Up Submittal to OSHPD	10 wks	Wed 1/26/07	Wed 3/18/06
451	OSHPD Review	0 days	Wed 3/18/06	Wed 3/18/06
452	Meeting with OSHPD to Finalize Code Issues	3 wks	Wed 3/18/06	Wed 4/6/06
453	Document OSHPD Approved Issues	0 days	Wed 4/6/06	Wed 4/6/06
454		1 wk	Wed 4/6/06	Wed 4/16/06
455				
456	Schematic Design Construction Review			
457	Design Team Meeting with CM/GC to Review Construction Issues	28 days	Wed 3/12/06	Fri 4/14/06
458	Schematic Design Development	1 day	Wed 3/12/06	Wed 3/12/06
459	Design Team Meeting for Coordination Issues	1 wk	Thu 3/13/06	Wed 3/15/06
460	Schematic Design Development	0 days	Wed 3/15/06	Wed 3/15/06
461	Design Team Meeting with CM/GC to Review Construction Issues	1 wk	Wed 3/20/06	Wed 3/20/06
462	Schematic Design Development	0 days	Wed 3/20/06	Wed 3/20/06
463	Design Team Meeting for Coordination Issues	1 wk	Thu 3/27/06	Wed 4/2/06
464	Schematic Design Development	0 days	Thu 3/27/06	Wed 4/2/06
465	Design Team Meeting with CM/GC to Review Construction Issues	1 wk	Thu 4/3/06	Wed 4/6/06
466	Schematic Design Development	0 days	Thu 4/3/06	Wed 4/6/06
467	Design Team Meeting for Coordination Issues	1 wk	Thu 4/10/06	Wed 4/16/06
468	Coordination Set Development	0 days	Wed 4/16/06	Wed 4/16/06
469		2 days	Thu 4/17/06	Fri 4/18/06
470	Finalize SD Floor Plans - Increment 2 and 3			
471	Coordination Set Due From Consultants	20 days	Fri 4/18/06	Fri 5/16/06
472	Final Coordination of SD Package	0 days	Fri 4/18/06	Fri 4/18/06
473	Design Team Coordination Meeting	2 wks	Mon 4/21/06	Fri 5/2/06
474	Finalize SD Package	0 days	Fri 5/2/06	Fri 5/2/06
475	Submit SD Increment 2 and 3 Package to SF/GH and SF-DPW	2 wks	Mon 5/5/06	Fri 5/16/06
476	SD Package Review by SF/GH	0 days	Fri 5/16/06	Fri 5/16/06
477	SD Cost Estimate	3 wks	Mon 5/19/06	Fri 6/6/06
478	SF/GH / Cost Estimate Meeting	3 wks	Mon 5/19/06	Fri 6/6/06
479	Authorization from SF-DPW for DD Phase - Increment 2	0 days	Fri 6/6/06	Fri 6/27/06
480		0 days	Fri 6/27/06	Fri 6/27/06
481	Design Development			
482	Confirm SD Cost Estimate with Construction Budget	10 days	Mon 6/20/06	Fri 7/11/06
483	Review Value Engineering Items with SF/GH and SF-DPW	2 wks	Mon 6/20/06	Fri 7/11/06
484		0 days	Fri 7/11/06	Fri 7/11/06
485	Design Development - Increment 2 Structural DD Approval Package No. 2			
486	Develop Increment 2 Structural Design Development Package	215 days	Mon 5/19/06	Fri 3/13/06
487	Coordination Set Due From Consultants	10 wks	Mon 5/19/06	Fri 7/25/06
488	Final Coordination of Increment 2 DD Package	0 days	Fri 7/25/06	Fri 7/25/06
489	Design Team Coordination Meeting	2 wks	Mon 7/28/06	Fri 8/6/06
490	Finalize Increment 2 DD Package No. 2	0 days	Fri 8/6/06	Fri 8/6/06
491	Submit Increment 2 DD Package No. 2 to SF/GH and SF-DPW	3 wks	Mon 8/11/06	Fri 8/29/06
492	Owner Review of Increment 2 DD Package No. 2	0 days	Mon 8/11/06	Fri 8/29/06
493	Incorporate Owner Comments	1 wk	Mon 8/11/06	Fri 8/29/06
494	Submit Final Approval Package No. 2 to OSHPD	1 wk	Mon 8/6/06	Fri 9/12/06
495		0 days	Fri 9/12/06	Fri 9/12/06

Task	Split	Progress	Milestones	Summary	External Tasks
Task 50000				Project Summary	External MileTask

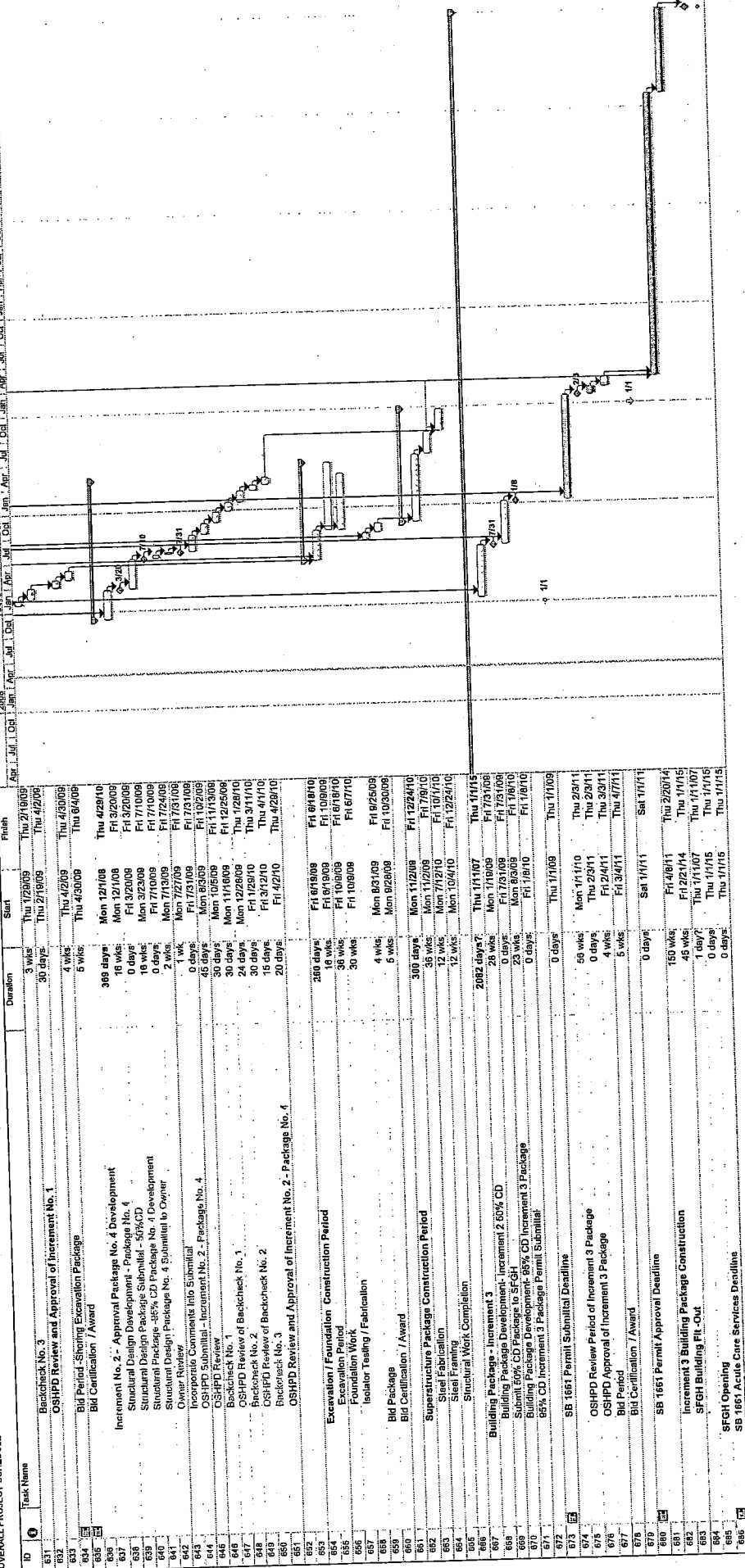
Split

SAN FRANCISCO GENERAL HOSPITAL MEDICAL CENTER
OVERALL PROJECT SCHEDULE

FONG & CHAN ARCHITECTS
Thu 9/6/09



ID	Task Name	Start	Finish	Duration	Summary	Project Summary	External MileTask
659	DD Progress for Presentation to Steering Committee	Mon 12/1/09	Fri 12/6/09	1 wk			
660	Meeting No. 10 with Steering Committee to Finalize DD	Fri 12/6/09	Fri 12/6/09	0 days			
661	Design Development Code Review	Mon 8/25/09	Fri 11/14/09	66 days			
662	Design Team Meeting to Review Code Issues	Fri 9/5/09	Fri 9/5/09	0 days			
663	Develop Preliminary Meeting Submittal to OSHPD	Fri 9/5/09	Fri 9/5/09	0 days			
664	OSHPD Review	Mon 9/8/09	Fri 9/19/09	2 wks			
665	Meeting with OSHPD to Discuss Preliminary Meeting	Mon 9/8/09	Fri 9/19/09	0 days			
666	Follow Up Meeting to OSHPD	Mon 9/22/09	Fri 10/10/09	3 wks			
667	Develop Follow Up Submittal to OSHPD	Mon 9/22/09	Fri 10/10/09	0 days			
668	OSHPD Review	Mon 10/10/09	Fri 10/24/09	2 wks			
669	Meeting with OSHPD to Finalize Code Issues	Mon 10/24/09	Fri 11/7/09	2 wks			
670	Document OSHPD Approved Issues	Mon 11/7/09	Fri 11/14/09	1 wk			
671	Design Development Construction Review	Mon 9/1/09	Wed 12/10/09	73 days			
672	Design Team Meeting with CMGC to Review Construction Issues	Mon 9/1/09	Wed 9/30/09	3 days			
673	Design Development Progress	Thu 9/4/09	Wed 9/7/09	2 wks			
674	Design Team Meeting for Coordination Issues	Wed 9/7/09	Wed 9/7/09	0 days			
675	Design Development Progress	Thu 9/10/09	Wed 10/7/09	2 wks			
676	Design Team Meeting with CMGC to Review Construction Issues	Wed 10/7/09	Wed 10/7/09	0 days			
677	Design Development Progress	Thu 10/10/09	Wed 10/15/09	2 wks			
678	Design Team Meeting for Coordination Issues	Wed 10/15/09	Wed 10/15/09	0 days			
679	Design Development Progress	Thu 10/16/09	Wed 10/16/09	0 days			
680	Design Team Meeting with CMGC to Review Construction Issues	Wed 10/16/09	Wed 10/16/09	0 days			
681	Design Development Progress	Thu 10/23/09	Wed 10/23/09	0 days			
682	Design Team Meeting for Coordination Issues	Wed 10/23/09	Wed 10/23/09	0 days			
683	Design Development Progress	Thu 10/24/09	Wed 11/2/09	2 wks			
684	Design Team Meeting with CMGC to Review Construction Issues	Wed 11/2/09	Wed 11/2/09	0 days			
685	Design Development Progress	Thu 11/3/09	Wed 11/26/09	2 wks			
686	Design Team Meeting for Coordination Issues	Wed 11/26/09	Wed 11/26/09	0 days			
687	Design Development Progress	Thu 11/27/09	Wed 12/10/09	2 wks			
688	Design Team Meeting for Coordination Issues	Wed 12/10/09	Wed 12/10/09	0 days			
689	Design Development Progress	Mon 7/28/09	Fri 9/12/09	35 days			
690	Coordinate LEED Requirements	Mon 7/28/09	Fri 8/1/09	1 wk			
691	Develop Concepts for Interior Finish Elements	Mon 8/4/09	Fri 8/22/09	3 wks			
692	Meeting with SFGH to Review Interior Finish Concepts	Fri 8/22/09	Fri 8/22/09	0 days			
693	Meeting with SFGH to Finalize Interior Finish Concepts	Mon 8/25/09	Fri 9/12/09	3 wks			
694	Finalize Design Development	Fri 9/12/09	Fri 9/12/09	0 days			
695	Meeting No. 11 with Steering Committee for DD Package Approval	Mon 12/6/09	Fri 12/19/09	2 wks			
696	Complete Design Development Coordination Package	Fri 12/19/09	Fri 12/19/09	0 days			
697	DD Coordination Submittal	Mon 12/22/09	Fri 12/26/09	1 wk			
698	Design Team Coordination Meeting	Fri 12/26/09	Fri 12/26/09	0 days			
699	Complete DD Package	Mon 12/28/09	Fri 12/28/09	1 wk			
700	Submit DD Increment 3 Package to SFGH	Fri 12/28/09	Fri 12/28/09	0 days			
701	DD Package Review by SFGH	Mon 1/19/09	Fri 1/19/09	3 wks			
702	DD Cost Estimate	Mon 2/9/09	Fri 2/27/09	3 wks			
703	SFGH / Cost Estimate Meeting	Fri 2/27/09	Fri 2/27/09	0 days			
704	Authorization from SF-OPW for CD Phase	Fri 2/27/09	Fri 2/27/09	0 days			
705	Structural Construction - Increment 1 and 2	Thu 4/24/09	Fri 12/24/10	896.5 days			
706	Excavation / Shoring Increment No. 1	Thu 4/24/09	Thu 6/4/09	230 days			
707	Shoring / Excavation Design Development - Increment No. 1	Thu 4/24/09	Thu 7/17/09	12 wks			
708	Shoring / Excavation Design Submittal to Owner	Thu 7/17/09	Thu 7/17/09	0 days			
709	Owner Review / Coordination	Thu 7/17/09	Thu 7/17/09	0 days			
710	Shoring / Excavation Increment No. 1 Package Submittal to OSHPD	Thu 7/17/09	Thu 8/14/09	2 wks			
711	OSHPD Review	Thu 8/14/09	Thu 8/14/09	0 days			
712	OSHPD Review	Thu 8/14/09	Thu 8/14/09	0 days			
713	OSHPD Review	Thu 8/14/09	Thu 8/14/09	0 days			
714	OSHPD Review	Thu 8/14/09	Thu 8/14/09	0 days			
715	OSHPD Review	Thu 8/14/09	Thu 8/14/09	0 days			
716	OSHPD Review	Thu 8/14/09	Thu 8/14/09	0 days			
717	OSHPD Review	Thu 8/14/09	Thu 8/14/09	0 days			
718	OSHPD Review	Thu 8/14/09	Thu 8/14/09	0 days			
719	OSHPD Review	Thu 8/14/09	Thu 8/14/09	0 days			
720	OSHPD Review	Thu 8/14/09	Thu 8/14/09	0 days			
721	OSHPD Review	Thu 8/14/09	Thu 8/14/09	0 days			
722	OSHPD Review	Thu 8/14/09	Thu 8/14/09	0 days			
723	OSHPD Review	Thu 8/14/09	Thu 8/14/09	0 days			
724	OSHPD Review	Thu 8/14/09	Thu 8/14/09	0 days			
725	OSHPD Review	Thu 8/14/09	Thu 8/14/09	0 days			
726	OSHPD Review	Thu 8/14/09	Thu 8/14/09	0 days			
727	OSHPD Review	Thu 8/14/09	Thu 8/14/09	0 days			
728	OSHPD Review	Thu 8/14/09	Thu 8/14/09	0 days			
729	OSHPD Review	Thu 8/14/09	Thu 8/14/09	0 days			
730	OSHPD Review	Thu 8/14/09	Thu 8/14/09	0 days			



ATTACHMENT 3
HRC REQUIREMENTS

**PROVISIONS EFFECTIVE FOR CONTRACTS SOLICITED
ON OR AFTER SEPTEMBER 1, 2006**

SEC. 14B.1 PURPOSE AND FINDINGS.

(A) **Short Title.** This ordinance shall be entitled "Local Business Enterprise and Non-Discrimination in Contracting Ordinance."

(B) **Findings.**

(1) The Board finds that San Francisco's small businesses are a significant sector of the local economy and form the backbone of our neighborhoods. Small businesses contribute hundreds of millions of dollars to San Francisco's economy each year. Through payroll taxes alone, small businesses make a significant investment in the economic health of our City and the quality of life of its citizens and visitors.

(2) Because San Francisco's small businesses experience higher costs than large businesses or businesses located outside the City, they suffer disadvantage in any competition with those businesses. The Board finds that small local businesses are at a competitive disadvantage in competing for work on public contracts. Because of their size, very small, or "micro," local businesses are at an even greater competitive disadvantage in competing for work on public contracts.

(3) The public has an interest in fostering a strong and vibrant network of small and very small micro businesses in San Francisco. In part, San Francisco can accomplish this goal by ensuring that small and micro local businesses can compete for public contracts on a level playing field.

(4) The Board finds that the disadvantages suffered by very small and micro local businesses in competing as prime contractors on public contracts can be reduced by discounting their bids and ratings by ten percent. Granting a ten percent discount does not unduly burden businesses not eligible for such discounts, and is similar to the corrective adjustments given to small and very small micro businesses in other jurisdictions. The Board finds that the additional disadvantages suffered by micro local businesses can be reduced by setting aside appropriate small contracts for competition only among micro businesses.

(5) San Francisco has a long history of working to end discrimination in all aspects of public contracting. The City must continue to award and administer its public contracts in a manner that is fair and provides equal opportunity to all local businesses, regardless of race, gender or other category protected by law. San Francisco must ensure

that it does not discriminate and does not contract with any business that discriminates on the basis of race, gender or other protected category.

Specifically, this Board initially passed Ordinance No. 139-84 on April 2, 1984 to combat the City and County of San Francisco's own active and passive participation in discrimination against minority- and women- owned businesses, both in its own contracting for goods and services and in the private market for such goods and services. At the time of passage, women- and minority-owned businesses were virtually excluded as contractors on prime City contracts.

Since that time, this Board and the City's Human Rights Commission have actively and extensively documented and studied discrimination against and disadvantages faced by these groups to gauge the effectiveness of the prior Minority, Women and Local Business Enterprise Ordinances (the "M/W/LBE Ordinances") and to assess the need for further and continuing action. The earlier studies are documented in the legislative history of the previous amendments and re-enactments of the ordinance, including Ordinance Nos. 175-89, 155-92, 210-97, 457-97, 82-98, 296-98, 210-99, 283-99 and 134-03. The findings underlying these ordinances have been reviewed and analyzed in the preparation of this ordinance and are hereby incorporated by reference into the legislative history of this ordinance. These materials include disparity studies, transcripts of live testimony by dozens of witnesses, case studies of discrimination, and voluminous other materials. An index and a separate synopsis of this material are on file with the Clerk of this Board in File No. 98-0612. These materials are all incorporated by reference into the legislative history of this ordinance. The collection and analysis of relevant information is ongoing.

On July 26, 2004, in *Coral Construction, Inc. v. City and County of San Francisco* (Sup. Ct. No. 421249), the San Francisco Superior Court enjoined the City from enforcing certain provisions of the M/W/LBE Ordinance. In a subsequent order, the court clarified that the injunction applied to Sections 12D.A.6, 12D.A.7, 12D.A.8, 12D.A.9, 12D.A.10, 12D.A.14, and 12D.A.17 of the Administrative Code, for all contracts for which bids or proposals are advertised or solicited on or after July 26, 2004. The injunction became effective immediately.

In issuing its injunction, the Superior Court did not dispute the accuracy of the City's disparity studies or otherwise take issue with the City's underlying findings of discrimination and disparity. However, the Court ruled that California's Proposition 209 does not allow the City to address the identified problem through its prior methods. The Board finds and declares that the need for the City to identify, rectify, and prevent discrimination in its public contracting still exists, and the City is committed to ensuring that neither MBEs nor WBEs nor any other business is arbitrarily or unfairly excluded from contracting opportunities. The City remains committed to addressing discrimination in public contracting to the fullest extent allowed by law, in a manner that is consistent with all requirements of federal and state law.

(C) Purpose.

(1) Assistance to Small Local Businesses. The City shall assist small and micro local businesses to increase their ability to compete effectively for the award of City contracts. The Mayor shall establish Citywide goals for participation by small and micro local businesses in contracting. The City shall provide the bid discounts, set asides, and subcontracting opportunities set forth in this ordinance, information and training, and other assistance to small and micro local businesses in order to reach these goals. The Human Rights Commission and Director shall assist other City departments to implement the goal of increasing participation in City contracts by small and micro local businesses.

(2) Nondiscrimination. Neither the City nor any of its officers or employees shall discriminate against any person or business on any basis prohibited by law in the award or administration of City contracts. Persons or businesses that are awarded City contracts shall not discriminate against any person or business on any basis prohibited by law in the performance or administration of any City contract, including in the selection of subcontractors.

(3) Human Rights Commission. The Human Rights Commission shall adopt rules and regulations necessary to carry out this ordinance.

SEC. 14B.2 DEFINITIONS.

"Architect/Engineering Contract" means an agreement for architectural, engineering, or other professional design, consulting or construction management services for a public work/construction project.

"Back contracting" shall mean any agreement or other arrangement between a prime contractor and its subcontractor that requires the prime contractor to perform or to secure the performance of the subcontract in such a fashion and/or under such terms and conditions that the prime contractor enjoys the financial benefits of the subcontract. Such agreements or other arrangements include, but are not limited to, situations in which either a prime contractor or subcontractor agrees that any term, condition or obligation imposed upon the subcontractor by the subcontract shall be performed by or be the responsibility of the prime contractor.

"Bid" means a quotation, proposal, solicitation or offer by a bidder or contractor to perform or provide labor, materials, equipment, supplies or services to the City for a price.

"Bidder" means any business that submits a bid or proposal.

"City" means the City and County of San Francisco.

"Commercially useful function" shall mean that the business is directly responsible for providing the materials, equipment, supplies or services to the City as required by the solicitation or request for quotes, bids or proposals. Businesses that engage in the business of providing brokerage, referral or temporary employment services shall not be deemed to perform a "commercially useful function" unless the brokerage, referral or temporary employment services are those required and sought by the City. When the City requires and seeks specialty products made to order for the City or otherwise seeks products which, by industry practice, are not regularly stocked in warehouse inventory but instead are purchased directly from the manufacturer, no more than five percent of the cost of the product shall be credited towards LBE participation goals. When the City requires and seeks products which are, by industry practice, stocked in warehouse inventory and are in fact, regularly stocked by the listed supplier or distributor, no more than sixty percent of the cost of the product shall be credited towards LBE participation goals. If the listed supplier or distributor does not regularly stock the required product, no more than five percent of the cost of the product shall be credited towards LBE participation goals.

"Commission" means the Human Rights Commission.

"Commodity Contract" means an agreement to purchase any product, including materials, equipment and supplies.

"Contract" means any agreement between the City and a person to provide or procure labor, materials, equipment, supplies, or services to, for, or on behalf of the City for a price to be paid out of monies deposited in the City treasury or out of trust monies under the control of or collected by the City. A "contract" includes an agreement between a non-profit or public entity and a contractor for the performance of construction or construction-related services, where the contract is funded by the City. A "contract" does not include: (1) grants, whether funded by the City or by federal or state grant funds, to a nonprofit entity to provide services to the community; (2) sales of the City's personal or real property; (3) loan transactions, whether the City is a debtor or creditor; (4) lease, franchise, or concession agreements; (5) agreements to use City real property; (6) gifts of materials, equipment, supplies or services to the City; or (7) agreements with a public agency except for contracts or other agreements between the City and persons or entities, public or private, in which such persons or entities receive money from or through the City for the purpose of contracting with businesses to perform public improvements. Without limitation of the foregoing, "contract" includes any agreement between the City and a person to provide or procure labor, materials, equipment, supplies, or services to, for, or on behalf of the City for PUC Regional Projects.

"Contract awarding authority" means any City officer, department, commission, employee or board authorized to enter into contracts on behalf of the City. A non-profit or public entity that receives funds from the City to pay for construction or construction related services is a "contract awarding authority" for the purposes of contracting for the performance of those services.

"Contractor" means any person who enters into a contract with the City.

"Control" means an individual possesses the legal authority to manage business assets, good will and the daily operations of a business, and actively and continuously exercises such authority.

"Director" means the Director of the Human Rights Commission, or his or her designee.

"Discount" means a downward adjustment in price or upward adjustment in rating of a proposal, whichever applies, that is made under Section 14B.7.

"General Manager" means the General Manager of the San Francisco Public Utilities Commission, or his or her designee.

"General services contract" means an agreement for those services that are not professional services. Examples of "general services" include: janitorial, security guard, pest control and landscaping services.

"Joint Venture" shall mean an association of two or more professional services or architecture/engineering businesses acting as a contractor and performing or providing services on a professional services or architecture/engineering contract, in which each joint venture partner combines property, capital, efforts, skill, and/or knowledge and each joint venture partner shares in the ownership, control, management responsibilities, risks and profits of the joint venture in proportion to its claimed level of participation.

"Local Business Enterprise (LBE)" means a business that is certified as an LBE under Section 14B.3. LBEs are either Small-LBEs or Micro-LBEs, and are also either MBEs, WBEs, or OBEs.

"Minimum Competitive Amount" means for professional services, general services, architect/engineering and commodities contracts, the "minimum competitive amount" as defined in Chapter 6.40(A) of the Administrative Code, which shall be \$29,000 except that on January 1, 2010, and every five years thereafter, the Controller shall recalculate the minimum competitive amount to reflect any proportional increase in the Urban Regional Consumer Price Index from January 1, 2005, rounded to the nearest \$1,000.

"Minority business enterprise (MBE)" means a business that is certified as an MBE under Section 14B.4(B)

"Other Business Enterprise (OBE)" means a business that is certified as an OBE under Section 14B.4(D).

"Owns" or "Ownership" means an individual: (a) possesses a record ownership interest, such as partnership interest or stock interest, of at least 51 percent of the

business; (b) possesses incidents of ownership, including an interest in profit and loss, equal to at least the required record ownership interest; (c) contributes capital to the business equal to at least the required record ownership percentage (unsecured promissory notes or notes secured by the business or business assets are not sufficient to constitute capital contributions); and (d) contributes expertise relevant to the business 'commercially useful function' proportionate to the stated ownership interest.

"Person" means any individual or group of individuals, including but not limited to partnerships, associations, and corporations.

"Professional services contract" means an agreement for services that require extended analysis, the exercise of discretion and independent judgment, or the application of an advanced, specialized type of knowledge, expertise, or training customarily acquired either by a prolonged course of study or equivalent experience in the field. Examples of professional service providers include licensed professionals such as accountants, and non-licensed professionals such as parking lot management, software developers and financial consultants. For the purpose of this ordinance, a contract for architectural, engineering, or other professional design, consulting or construction management services for a public work project shall be considered an architect/engineering contract and not a professional services contract.

"PUC" or "Public Utilities Commission" means the San Francisco Public Utilities Commission, the City Department that provides water, wastewater, and municipal power services to San Francisco and, under contractual agreement with 29 wholesale water agencies, also supplies water to 1.6 million additional customers within three Bay Area counties.

"Public works/construction contract" means a contract for the erection, construction, renovation, alteration, improvement, demolition, excavation, installation, or repair of any public building, structure, infrastructure, bridge, road, street, park, dam, tunnel, utility or similar public facility that is performed by or for the City, and the cost of which is to be paid wholly or partially out of moneys deposited in the City treasury or out of trust monies under the control of or collected by the City. For purposes of this ordinance only, "public works/construction contract" includes contracts between a person, including a non-profit entity or public agency, and a contractor for construction or construction-related services, where the contract is funded by the City.

"PUC Regional Projects" means the projects to be performed outside of the geographic limits of San Francisco that are identified as regional projects and included in the formally approved Capital Improvement Program of the San Francisco Public Utilities Commission's approximately \$4.3 billion project to seismically reinforce and otherwise enhance the Hetch Hetchy water supply system, as it may be amended from time to time, and shall also include Repair and Replacement work ("R&R") only where such work is to be performed in association with a regional Capital Improvement Program project.

"Subcontractor" means any person providing goods or services to a contractor or subcontractor in fulfillment of the contractor or subcontractor's obligations arising from a contract with the City.

"Threshold Amount" means, for public works/construction projects, the "threshold amount" as defined in Chapter 6.1(L) of the Administrative Code which shall be \$114,000 except that on January 1, 2010, and every five years thereafter, the Controller shall recalculate the threshold amount to reflect any proportional increase in the Urban Regional Consumer Price Index from January 1, 2005, rounded to the nearest \$1,000. "Woman Business Enterprise (WBE)" means a business that is certified as a WBE under Section 14B.4(C).

SEC. 14B.3 LBE CERTIFICATION.

(A) **Criteria for LBE Certification.** Through appropriately promulgated procedures, if any, the Director shall certify as an LBE any business that meets all of the following criteria and also meet either the criteria set forth in Section 14.B.3(B) or Section 14.B.3(C):

(1) The business is financially and operationally independent from, and operates at arm's length to, any other business.

(2) The business is continuously in operation.

(3) The business is a for-profit enterprise.

(4) The business performs a commercially useful function. -

(5) The business maintains its principal place of business in a fixed office within the geographic boundaries of the City that provides all of the services for which LBE certification is sought, other than work required to be performed at a job site; provided, however, that suppliers are not required to maintain their principal place of business in San Francisco, but are required to maintain a fixed office in San Francisco that meets all of the requirements of this Section other than the principal place of business requirement.

An office is a fixed and established place of business, including a qualified home office, where business is conducted on a regular basis of the type for which certification is sought. A residence qualifies as an office only if none of the persons who own or control the business also maintains an office outside the residence in the same or related field, and the persons who own or control the business claimed a business deduction on the prior year's income tax return, or for, businesses started after the last tax return, would qualify for a deduction on the next tax return. None of the following constitutes an office: a post office box, a temporary location, a movable property, a location that was established to oversee a project such as a construction project office, or work space provided in exchange for services, as opposed to monetary rent.

To establish a principal place of business in San Francisco, a business must demonstrate that the majority of its principals are based in the San Francisco office, and that it pays San Francisco payroll taxes on at least 51% of its total payroll.

Suppliers must maintain a warehouse in the City that is continuously stocked with inventory consistent with their certification. Truckers must park their registered vehicles and trailers within the City.

(6) The business possesses a current San Francisco Business Tax Registration Certificate.

(7) The business has been located and doing business in San Francisco for at least six months preceding the application for certification.

(8) The business owner has licenses or other relevant trade or professional certifications, or, where licensing is not required, relevant training and experience that are appropriate for the type of business for which the business seeks certification.

(9) The business is owned and controlled as defined herein by individuals who reside in the United States or its territories.

(10) The business has average gross annual receipts in the prior three fiscal years that satisfy the criteria set forth in either Section 14B.3(B) or Section 14B.3(C).

(11) The business is not owned or controlled as defined herein in part or in whole by a full time City employee.

(B) Criteria for Small – LBE. The Director shall certify as a "Small – LBE" any business that meets the requirements of 14B.3(A) and has average gross annual receipts in the prior three fiscal years that do not exceed the following limits: (1) public works/ construction - \$14,000,000; (2) specialty construction contractors - \$7,000,000; (3) goods/ materials/ equipment and general services - \$7,000,000; (4) professional services and architect/engineering - \$2,500,000; and (5) trucking - \$3,500,000. The City shall determine gross receipts, according to recognized accounting methodologies that the City determines most accurately reflect the actual money that the business received during the relevant period. Any business under common ownership, in whole or in part, with any other business meets the requirements of this subparagraph only if the aggregate gross annual receipts of all of the businesses under such common ownership do not exceed these limits. All businesses owned by married spouses or domestic partners are considered under common ownership unless the businesses are in unrelated industries and no community property or other jointly owned assets were used to establish or are used to operate either business.

(C) Criteria for Micro – LBE. The Director shall certify as a "Micro – LBE" any business that meets the requirements in 14B.3(A) and also has average gross annual receipts in the prior three fiscal years that do not exceed the following limits: (1)

public works/ construction - \$7,000,000; (2) specialty construction contractors - \$3,500,000; (3) goods/ materials/ equipment and general services - \$3,500,000; (4) professional services and architect/engineering - \$1,250,000; and (5) trucking - \$1,750,000. Any business under common ownership, in whole or in part, with any other business meets the requirements of this subparagraph only if the aggregate gross annual receipts of all of the businesses under such common ownership do not exceed these limits. All businesses owned by married spouses or domestic partners are considered under common ownership unless the businesses are in unrelated industries and no community property or other jointly owned assets were used to establish or are used to operate either business.

SEC. 14B.4 NON-DISCRIMINATION CERTIFICATION.

(A) For purposes of ensuring non-discrimination in City contracting and subcontracting, and subject to appropriately promulgated procedures, if any, the Director shall further certify Small-LBEs and Micro-LBEs as MBEs, WBEs and OBEs according to the ownership and control of the LBE.

(B) **MBE Certification.** The Director shall certify as an MBE any business that is certified as an LBE and is owned and controlled by one or more minority persons. A minority person is a member of one or more of the following ethnic groups:

(1) African Americans, defined as persons whose ancestry is from any of the Black racial groups of Africa or the Caribbean;

(2) Arab Americans, defined as persons whose ancestry is from an Arabic speaking country that is a current or former member of the League of Arab States;

(3) Asian Americans, defined as persons with Chinese, Japanese, Korean, Pacific Islander, Samoan, Filipino, Asian Indian, and Southeast Asian ancestry;

(4) Iranian Americans, defined as persons whose ancestry is from the country of Iran;

(5) Latino Americans, defined as persons with Mexican, Puerto Rican, Cuban, Central American or South American ancestry. Persons with European Spanish ancestry are not included as Latino Americans; and

(6) Native Americans, defined as any person whose ancestry is from any of the original peoples of North America, and who maintains cultural identification through tribal affiliation or community recognition.

(C) **WBE Certification.** The Director shall certify as a WBE any business that is certified as an LBE and is owned and controlled by one or more women.

(D) **OBE Certification.** The Director shall certify as an OBE any business that is certified as an LBE and (i) does not demonstrate to the satisfaction of the Director that it is ~~not~~ owned and controlled by one or more women or one or more minority persons or (ii) is not certified as an MBE or a WBE.

(E) **Period of Certification.** The Director may certify LBEs as small-LBEs or Micro-LBEs, and as MBEs, WBEs or OBEs for a period not to exceed three years provided that businesses must at all times throughout the certification period meet the criteria in Section 14B.3 and Section 14B.4 as applicable. The Director may require certified businesses annually to submit documentation for the purpose of verifying continuing eligibility for any certification hereunder.

SECTION 14B.5 PUC-LBE CERTIFICATION.

(A) **PUC-LBE Certification.** In order to increase the ability of small businesses that are located within the PUC water system service area but outside of the geographical limits of San Francisco to compete for regional PUC contracts, the Director shall certify businesses as PUC-LBEs, including as either Small-PUC-LBEs or Micro-PUC-LBEs, and as either PUC-MBEs, PUC-WBEs, or PUC-OBEs, that meet all of the following criteria:

(1) Only established small public works/construction, construction material supplies, construction equipment rental and trucking firms may be certified as PUC-LBEs or any subcategory of PUC-LBE.

(2) Only firms located within the PUC water system service area may be certified as PUC-LBEs or any subcategory of PUC-LBE.

(3) Only firms with average gross annual receipts in the prior three fiscal years that meet the requirements of Section 14B.3(B) or Section 14B.3(C) for Small-LBEs or Micro-LBEs, respectively may be certified as PUC-Small-LBEs or PUC-Micro-LBEs.

(4) PUC-LBEs owned and controlled by one or more minority persons or women according to all of the criteria set forth in Section 14B.3(B) or 14B.3(C), respectively, shall be certified as PUC-MBEs or PUC-WBEs. PUC-LBEs that do not demonstrate qualifying ownership and control by minority persons or women shall be certified as PUC-OBEs.

(5) Firms shall meet all criteria that the HRC shall by rule adopt to the end that firms certified as PUC-LBEs shall be similarly situated to LBEs to the extent practicable, taking into account the special circumstances of their location and the needs of the PUC Regional projects.

(B) **PUC Small Firm Advisory Committee.** There is hereby established a PUC Small Firm Advisory Committee as follows:

(1) The PUC Small Firm Advisory Committee shall have five (5) members who shall be appointed by the PUC General Manager in consultation with the Bay Area Water Supply and Conservation Agency (BAWSCA) to represent the interest of individuals and businesses located within the PUC water system service area but outside of the geographical limits of San Francisco. Members shall serve at the pleasure of the PUC General Manager. Members of the PUC Small Firm Advisory Committee shall not be compensated, but shall be reimbursed for expenses in accordance with the Controller's published policies.

(2) The purposes and duties of the PUC Small Firm Advisory Committee are:

(a) To adopt rules and procedures within the Advisory Committee's responsibilities;

(b) to assist the Director in verifying the eligibility for certification of PUC-LBE applicants by conducting site visits or undertaking other local or regional fact gathering to ensure that applications for PUC-LBE certification undergo substantially the same scrutiny as applications for other LBE certification;

(c) to outreach to the business community about PUC-LBE certification and contracting opportunities and to provide information to the Director regarding the availability of potential PUC-LBEs;

(d) to receive reports from the City, to publicly discuss, and make recommendations for rules and procedures regarding the implementation of this Ordinance for PUC regional projects to the Director and the PUC;

(e) to make recommendations to HRC to study the feasibility of additional programs that will increase the participation of eligible firms for the regional program;

(f) to provide status reports on the Advisory Committee's activities to the Commission and the General Manager.

(4) The PUC Small Firm Advisory Committee shall establish bylaws, rules and/or regulations for the conduct of its business. Administrative assistance and staffing for the PUC Small Firm Advisory Committee shall be provided in the discretion of the PUC.

(5) Except for the PUC Small Firm Advisory Committee's authority to adopt as provided in Section 14B.5.B.2, the Director shall have the authority over the implementation of this Ordinance for PUC Regional Projects to the same extent as all other bids, proposals and contracts subject to the Ordinance. The Director shall consult fully with the PUC to the extent required in the Ordinance.

(C) PUC-LBEs shall have the status of LBEs for all purposes of this Ordinance only for construction, specialty construction, construction material suppliers, construction equipment rental firms and trucking services for PUC Regional Projects to PUC-LBEs shall not have the status of LBEs for PUC contracts for architectural and engineering services, professional services or general services or for any other bid, proposal or contract subject to this Ordinance.

SEC. 14B.6 NON-PROFIT CERTIFICATION

(A) Notwithstanding any other provisions of this Ordinance, in order to increase the ability of small, local non-profit enterprises to compete for City contracts on an equal basis with small, local for-profit enterprises, the Director shall certify non-profit enterprises that meet all of the following criteria:

- (1) The non-profit enterprise is financially and operationally independent from, and operates at arm's length to, any other non-profit or for-profit enterprise.
- (2) The non-profit enterprise is continuously in operation.
- (3) The business is a California Nonprofit Organization that is both (a) regulated as either a Nonprofit Public Benefit Corporation under California Corporations Code Sections 5110-6815 or a Nonprofit Religious Corporation under California Corporations Code Sections 9110-9690, and (b) tax-exempt under section 501(c)(3) of the Internal Revenue Code.
- (4) The non-profit enterprise performs a commercially useful function. In the case of non-profits, the commercially useful function may be related or unrelated to its stated charitable mission. The tax, or other implications, including forfeiture of tax-exempt status, that a certified non-profit may incur for engaging in substantial business operations unrelated to its charitable mission are solely the responsibility of the non-profit and not a criteria for certification hereunder.
- (5) The non-profit enterprise maintains its principal place of business in a fixed office within the geographic boundaries of the City.

An office is a fixed and established place of business, including a qualified home office, where business is conducted on a regular basis of the type for which certification is sought. A residence qualifies as an office only if none of the persons who own or control the business also maintains an office related to a for-profit or non-profit enterprise outside the residence in the same or related field, and the persons who own or control the business claimed a business deduction on the prior year's income tax return, or for, businesses started after the last tax return, would qualify for a deduction on the next tax return. None of the following constitutes an office: a post office box, a temporary location, a movable property, a location that was established to oversee a project such as a construction project office, or work space provided in exchange for services, as opposed to monetary rent.

To establish a principal place of business in San Francisco, a non-profit enterprise must demonstrate that the majority of its paid and volunteer staff are based in the San Francisco office.

Suppliers must maintain a warehouse in the City that is continuously stocked with inventory consistent with their certification. Truckers must park their registered vehicles and trailers within the City.

(6) The non-profit enterprise has applicable current filings with State and Federal agencies, including the California Attorney General (Form RRF-1), the California Franchise Tax Board (Forms 199 and 109), the California Secretary of State (Form SI-100) and the Internal Revenue Service (Form 990).

(7) The non-profit enterprise has been located and doing the same type of business activity as the type(s) for which certification is sought in San Francisco for at least six months preceding the application for certification.

(8) The non-profit has staff under continuous contractual commitment with licenses or other relevant trade or professional certifications, or, where licensing is not required, relevant training and experience that are appropriate for the type of business for which the non-profit seeks certification.

(9) The Board of Directors or other governing body of the non-profit enterprise consists exclusively of individuals who reside in the United States or its territories.

(10) The non-profit enterprise has average gross annual receipts in the prior three fiscal years that satisfy the criteria set forth in either Section 14B.3(B) or 14B.3(C).

(11) (a) Full time city employees, if any, that serve on the Board of Directors or other governing body of the non-profit enterprise shall not constitute a majority of the membership of such body or be capable of exercising a controlling number of votes for such body and (b) any non-profit that includes any full time city employees on its Board of Directors or other governing body shall be ineligible for award, as a prime contractor or subcontractor, of any contract to be awarded by, and/or overseen by, the city department or entity that employs such Board or other governing body member.

(B) Criteria for Small – LBE. The Director shall certify as a "Small – LBE" any non-profit enterprise that meets the requirements of 14B.6(A) and has average gross annual receipts in the prior three fiscal years that do not exceed the following limits: (1) public works/ construction - \$14,000,000; (2) specialty construction contractors - \$7,000,000; (3) goods/ materials/ equipment and general services - \$7,000,000; (4) professional services and architect/engineering - \$2,500,000; and (5) trucking - \$3,500,000. The City shall determine gross receipts according to recognized accounting methodologies that the City determines most accurately reflect the actual money that the non-profit enterprise received or was entitled to receive during the relevant period. Any non-profit enterprise under common ownership, in whole or in part, with any other for-

profit or non-profit enterprise meets the requirements of this subparagraph only if the aggregate gross annual receipts of all of the for-profit and non-profit enterprises under such common ownership do not exceed these limits. All for-profit and non-profit enterprises owned by married spouses or domestic partners are considered under common ownership unless all such enterprises are in unrelated industries and no community property or other jointly owned assets were used to establish or are used to operate any such enterprise.

(C) Criteria for Micro – LBE. The Director shall certify as a "Micro – LBE" any non-profit enterprise that meets the requirements of 14B.6(A) and has average gross annual receipts in the prior three fiscal years that do not exceed the following limits: (1) public works/ construction - \$7,000,000; (2) specialty construction contractors - \$3,500,000; (3) goods/ materials/ equipment and general services - \$3,500,000; (4) professional services and architect/engineering - \$1,250,000; and (5) trucking - \$1,750,000. The City shall determine gross receipts according to recognized accounting methodologies that the City determines most accurately reflect the actual money that the non-profit enterprise received or was entitled to receive during the relevant period. Gross receipts for non-profits shall include all gifts, grants and other revenues from business activities and investments, according to methodologies that the City determines most accurately reflect the available resources of the non-profit. Any non-profit enterprise under common ownership, in whole or in part, with any other for-profit or non-profit enterprise meets the requirements of this subparagraph only if the aggregate gross annual receipts of all of the for-profit and non-profit enterprises under such common ownership do not exceed these limits. All for-profit and non-profit enterprises owned by married spouses or domestic partners are considered under common ownership unless all such enterprises are in unrelated industries and no community property or other jointly owned assets were used to establish or are used to operate any such enterprise. A non-profit shall be considered affiliated with a for-profit if the parent non-profit seeking certification has an ownership interest in the for-profit subsidiary, whether or not the for-profit subsidiary is engaged in the same charitable mission or business activities as the parent non-profit. A non-profit shall be considered affiliated with another non-profit if the parent non-profit seeking certification has legal control in whole or in part of the non-profit subsidiary whether or not the non-profit subsidiary is engaged in the same charitable mission or business activities as the parent non-profit.

(D) Certification as OBE. All non-profit LBEs shall be certified as OBEs. Non-profits shall not be eligible for certification as MBEs or WBEs. Non-profit LBEs shall have the status of LBEs for all purposes of this Ordinance, including but not limited to bid/ratings discounts and subcontracting participation credit.

(E) Additional Requirements. Certification of non-profit LBEs shall be subject to such requirements, if any, that the Director shall by rule adopt, to the end that eligibility requirements for certification for non-profit LBEs shall conform to eligibility requirements for certification for-profit LBEs to the extent practicable taking into consideration the differences in their ownership and operational structures.

SEC. 14B.7 PRIME CONTRACTS.

(A) Good Faith Efforts to Obtain LBE Bids on Contracts Subject to this Ordinance. Contract awarding authorities shall use good-faith efforts for all contracts subject to the discount provisions of this ordinance to solicit and to obtain bids from the broadest possible range of LBEs and to ensure that neither MBEs nor WBEs nor OBEs are arbitrarily excluded from participation. Good faith efforts shall include the following.

(1) Arranging contracts by size and type of work to maximize the opportunities for LBEs to participate. This includes dividing projects into smaller parts.

(a) As soon as practical before soliciting bids or proposals, contract awarding authorities shall submit large contract proposals to the Director for review. The Director shall determine whether the proposed contract can be divided into smaller contracts so as to enhance the opportunity for participation by LBEs. For purposes of this paragraph, "large project" means any public works/construction contract estimated to cost more than \$5,000,000, any professional services contract estimated to cost more than \$100,000, and any multiple year commodities contract with a term greater than one year, including any options to renew or extend.

(b) If the Director determines, after consulting with the contract awarding authority, that the contract can be divided into smaller contracts, then the Director and the contract awarding authority shall confer regarding all of the costs and benefits of soliciting the contract as a single contract or dividing it into smaller contracts, including but not limited to the potential for enhanced opportunities for LBE participation as prime contractors, the potential for LBE participation as subcontractors, relative costs, administrative issues, and any other matters relevant to the accomplishment of the purpose of the subject contract or contracts. If, after exchanging information and conferring regarding these issues, the contract awarding authority and the Director are unable to agree on whether or how the contract divided into smaller contracts, or on the size and number of contracts, the Mayor or the Mayor's designee shall resolve the matter.

(2) Encouraging LBEs to attend prebid meetings that are held to inform potential bidders of contracting opportunities.

(3) Advertising in general circulation media, trade association publications and local business media, and posting the contracting opportunity on the department's website or other centralized City website.

(4) Notifying LBEs that are certified to perform the work contemplated in a contract and soliciting their interest in the contract.

(5) Providing LBEs with adequate information about the plans, specifications and requirements of the contract.

(6) When allowed by local laws governing City contracting, negotiating with LBEs in good faith.

(7) Using the services of community and contractors' groups to assist in the recruitment of LBEs.

(8) For professional services, general services, architectural/engineering and commodities contracts, the estimated cost of which exceeds \$10,000 but is less than the minimum competitive amount or for public works/construction contracts, the estimated cost of which exceeds \$10,000 but is less than the threshold amount, contract awarding authorities are not required to undertake the good faith efforts steps set forth in Sections 14B.7(A)(3) when it is impracticable to do so.

(B) Best Efforts on Contracts Not Otherwise Subject to this Ordinance. In the award of leases, franchises, concessions, and other contracts not subject to the discount provisions of this ordinance, contract awarding authorities shall utilize the good faith efforts steps unless impracticable to do so. At a minimum, contract awarding authorities should notify LBEs that are certified to perform the work contemplated in a contract and solicit their interest in the contract.

(C) Non-Discrimination in Prime Contracting. Contract awarding authorities shall ensure that all aspects of the contracting process are free from discrimination against any person on any basis prohibited by law, and ensure broad contracting opportunities for all categories of LBEs. Contract awarding authorities shall maintain such documentation of their selection process as required by the Director to monitor and ensure compliance with this provision.

(D) Contracts Subject to Prime Bidding Discounts. Unless otherwise provided in this ordinance, contract awarding authorities shall apply discounts to all contracts the estimated cost of which exceeds \$10,000.

(E) Amount of Discount. Unless otherwise provided in this ordinance, contract awarding authorities shall apply a 10% discount to any bid from a Small - LBE or Micro - LBE. Contract awarding authorities shall apply these discounts to each stage of the selection process, including qualifications, proposals and interviews.

(F) Joint Ventures For Professional Services and Architecture/Engineering. Unless otherwise provided in this ordinance, contract awarding authorities shall extend the following bid/rating discount to all bids, proposals and contracts from LBEs on professional services and architecture/engineering contracts: (1) five percent to a joint venture with LBE participation that equals or exceeds 35 percent but is under 40 percent; (2) seven and one-half percent to a joint venture with LBE participation that equals or exceeds 40 percent; (3) ten percent to a LBE or a joint venture among LBEs. Contract awarding authorities shall apply the bid/rating discount to each stage of the selection process, including qualifications, proposals and interviews.

The contract awarding authority shall apply the joint venture bid/ratings discount only to professional services and architecture/engineering contracts and only to a joint venture (1) that meets the requirements contained in this ordinance, and (2) when the LBE is an active partner in the joint venture, performs work, manages the job and takes financial risks in proportion to the required level of participation stated in the bid documents, is responsible for a clearly defined portion of the work to be performed, and shares proportionately in the ownership, control, management responsibilities, risks, and profits of the joint venture. The portion of the LBE joint venture's work shall be set forth in detail separately from the work to be performed by the non-LBE joint venture partner. The LBE joint venture's portion of the contract must be assigned a commercially reasonable dollar value.

(G) Affidavit. Each bidder, proposer and contractor shall be required to sign an affidavit declaring under penalty of perjury its intention to comply fully with the provisions of this ordinance and attesting to the truth and accuracy of all information provided regarding such compliance.

(H) Additional Requirements and Required Contract Terms. Contract awarding authorities shall include in all contracts with their contractors, and all contractors shall include in their contracts with subcontractors the following requirements, in addition to other requirements set forth in the municipal code. For the purposes of this section, "contractor" includes all subcontractors.

(1) Each contract shall incorporate this ordinance by reference, shall require contractors to comply with its provisions in awarding and administering such contracts, and shall provide that the willful failure of any bidder or contractor to comply with the requirements of this ordinance or rules and regulations implementing this ordinance shall be deemed a material breach of contract.

(2) Contracts shall provide that in the event that the Director finds that any bidder, subcontractor or contractor willfully fails to comply with any of the provisions of this ordinance, rules and regulations implementing the ordinance, or contract provisions pertaining to LBE, MBE, WBE, OBE or Micro-LBE participation, outreach, or non-discrimination, the bidder, subcontractor or contractor shall be liable for liquidated damages for each contract in an amount equal to the bidder's or contractor's net profit on the contract, 10 percent of the total amount of the contract or \$1,000, whichever is greatest, as determined by the Director. All contracts shall also contain a provision in which the bidder, subcontractor or contractor acknowledges and agrees that the liquidated damages assessed shall be payable to the City upon demand and may be set off against any monies due to the bidder, subcontractor or contractor from any contract with the City.

(3) Contracts shall require all contractors to maintain records, including such information requested by the Director or Commission, necessary for monitoring their compliance with this ordinance. Contracts shall require prime contractors to include in any subcontract with a LBE a provision requiring the subcontractor to maintain the same records. Contracts shall require contractors and subcontractors to maintain such records

for three years following completion of the project and shall permit the Director, Commission and Controller to inspect and audit such records.

(4) Contracts shall require prime contractors, during the term of the contract, to fulfill the LBE participation commitments submitted with their bids. Willful failure to comply with the level of LBE subcontractor participation specified in the contract shall be deemed a material breach of contract.

(5) Contracts shall require, and shall require prime contractors to include in any subcontract with a LBE a provision requiring, the prime 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 the prime contractor willfully fails to comply with its commitment to use the LBE subcontractor as specified in the bid/proposal unless the Director and the contract awarding authority both give advance approval to the prime contractor to substitute subcontractors or otherwise modify the commitments in the bid/proposal documents. This provision shall also state that it is enforceable in a court of competent jurisdiction.

(6) Contracts shall require prime contractors, whenever amendments, modifications, supplements, or change orders cumulatively increase the total dollar value of the contract by more than 10 percent, to comply with those provisions of this ordinance that applied to the original contract with respect to the amendment, modification, supplement or change order.

(7) Contracts shall require prime contractors to submit to the Director for approval all contract amendments, modifications, supplements, and change orders that cumulatively increase by more than 20 percent the total dollar value of all contracts originally valued at \$50,000 or more. The Director shall review the proposed amendment, modification, supplement or change order to correct any contracting practices that exclude any category of LBEs from new contracting opportunities.

(8) Contracts in which subcontracting is used shall prohibit back contracting to the prime contractor or lower-tier subcontracting for any purpose inconsistent with the provisions of this ordinance, rules and regulations adopted pursuant to this ordinance, or contract provisions pertaining to LBE utilization.

(9) Contracts in which subcontracting is used shall require the prime contractor to pay its subcontractors within three working days after receiving payment from the City unless the prime contractor notifies the Director in writing within 10 working days prior to receiving payment from the City that there is a bona fide dispute between the prime contractor and the subcontractor, in which case the prime contractor may withhold the disputed amount but shall pay the undisputed amount. The Director may, upon making a determination that a bona fide dispute exists between the prime contractor and subcontractor, waive this three-day payment requirement. In making the determination as to whether a bona fide dispute exists, the Director shall not consider the merits of the dispute. Contracts in which subcontracting is used shall also require the

contractor, within 10 working days following receipt of payment from the City, to file an affidavit, under penalty of perjury, that he or she has paid all subcontractors. The affidavit shall provide the names and address of all subcontractors and the amount paid to each.

(I) Exceptions.

(1) The bid discount provisions of this ordinance are not applicable to any contract estimated by the contract awarding authority to cost in excess of \$10,000,000.

(2) Notwithstanding any other provision of this Section, contract awarding authorities shall not apply a discount where to do so would result in a contract being awarded to a business without the capacity to perform it. The Commission may adopt rules and regulations setting standards for determining that an LBE has sufficient skill, experience, and financial capacity to perform the contract.

(J) Waivers. The Director shall waive the LBE bid discounts, and report the waiver to the Commission, if:

(1) The Director finds, with the advice of the contract awarding authority and the Office of Contract Administration, that needed goods or services are available from a sole source that is qualified to do business with the City;

(2) The contract awarding authority certifies in writing to the Director, prior to the Controller's contract certification, that the contract is being awarded under the emergency provisions of Administrative Code Section 6.60 or Administrative Code Section 21.15 and that there is either (i) no time to apply bid discounts or establish subcontracting goals, or (ii) no immediately available LBEs that are capable of performing the emergency work; or

(3) For contracts in excess of \$5,000,000, a contract awarding authority establishes that sufficient qualified LBEs capable of providing the needed goods and services required by the contract are not available, or the application of the LBE discount will result in significant additional costs to the City if the waiver of the bid discount is not granted.

(K) Pilot Set-Aside Program. The Director may set aside for competitive award to Micro – LBEs any of the following contracts:

(1) Public work/ construction contracts where the contract amount is equal to or less than \$250,000;

(2) Contracts other than public work/ construction contracts where the contract amount is equal to or less than \$100,000.

(3) The competitive award requirements of the Municipal Code shall otherwise apply to contracts in the set-aside program, except that if (a) fewer than two

Micro – LBEs submit bids, or (b) the contract awarding authority determines that the contract would not be awarded at a fair market price, then the contract awarding authority may reject all bids and remove the contract from the set-aside program.

(4) The Director shall have a goal of setting aside in each fiscal year 25% of all contracts that are eligible to be set aside in each fiscal year.

(5) Contracts that are set-aside for award to Micro – LBEs shall not be subject to subcontracting goals under Section 14B.8. Micro – LBEs that subcontract any portion of a set-aside contract should subcontract to businesses certified as Micro – LBEs, to the maximum extent possible. Micro – LBEs that subcontract any portion of a set-aside contract must serve a commercially useful function based on the contract's scope of work, and must perform at least 50% of the contract work.

(L) Prompt payment. The City shall pay LBEs within 30 days of the date on which the City receives an invoice for work performed for and accepted by the City. The Controller shall work with the Director and contract awarding authorities to implement this Citywide prompt-payment policy. The City shall consult with affected community members and relevant City officials, including the Director, the Controller, and contract awarding authorities, to design and implement a prompt payment program within six (6) months of the effective date of this ordinance. Such program shall include procedures for the payment of late penalties where prompt payment does not occur.

SEC. 14B.8 SUBCONTRACTING.

(A) **LBE Participation Goals.** Prior to soliciting bids or proposals, contract awarding authorities shall provide the Director with a proposed job scope for all public work/construction, and for all architect/engineering, professional service and general service contracts that exceed the minimum competitive amount. The contract awarding authority may ask the Director to waive subcontracting goals where it anticipates that there are no subcontracting opportunities or there are not sufficient LBEs available to perform the subcontracting work available on the contract.

The Director shall set LBE participation goals for each such contract, where appropriate, based on the following factors:

- (1) The extent of subcontracting opportunities presented by the contract; and
- (2) The availability of LBE subcontractors capable of providing goods and services on the contract.

(B) Bids that do not meet the LBE participation goal set under 14B.8(A) will be rejected as non-responsive unless the Director finds that the bidder diligently undertook all the good faith efforts required by this Ordinance and that the failure to meet the goal resulted from an excusable error. The contract awarding authority shall require bidders or proposers on the contracts to contact a LBE before listing that LBE as a

subcontractor in the bid or proposal. A bid that fails to comply with this requirement will be rejected as non-responsive. In addition only LBEs that have been contacted and agreed to be listed as subcontractors shall be credited toward meeting the LBE participation goal.

(C) **Good Faith Outreach** All bidders shall undertake good faith outreach as set forth in this Section 14B.8(C) to select subcontractors to meet LBE goals, except that bidders on public works/construction contracts for less than the threshold amount are not required to undertake the good faith efforts steps set forth in Sections 14B.8(C)(3) when it is impracticable to do so.. Bids from bidders who fail to undertake the required good faith outreach steps and/or who fail to submit the documentation of good faith outreach required in Section 14B.8(D) shall be declared nonresponsive:

- (1) Attending any presolicitation or prebid meetings scheduled by the City to inform all bidders of LBE program requirements for the project for which the contract is awarded;
- (2) Identifying and selecting subcontracting opportunities to meet LBE goals;
- (3) Advertising for LBE subcontractors by posting the opportunity in an accessible location, specified by the City, not less than 10 calendar days before the date the bids can first be submitted. This paragraph applies only if the City gave public notice of the project not less than 15 calendar days prior to the date the bids can first be submitted;
- (4) Contacting LBEs certified to perform the identified work;
- (5) Providing LBEs that have notified the bidder of their interest with adequate information about the plans, specifications, and requirements for the work, provided that the Director may cap the number of contacts required;
- (6) Negotiating in good faith with LBEs, and not unjustifiably rejecting their bids or proposals; and
- (7) Advising and assisting interested LBEs to obtain bonds, lines of credit, or insurance required by the City or the bidder.

(D) Each bid shall document good faith outreach and include the documentation with the bid. Such documentation shall include: (a) the dollar amount of each subcontract and a statement of the scope of work to be performed under the subcontract; (b) the identification of each subcontract awarded to an LBE and, (c) for each subcontract, copies of the subcontractor bids submitted. Such documentation shall contain at least the bid amount and a description of the scope of work. If no written bids were submitted by some or all of the subcontractors who bid the job, the bidder shall submit a written statement containing (i) the amount of each oral bid; and (ii) separately, for each subcontract, a full and complete statement of the reason(s) for selection of the

subcontractor. If the reason is based on relative qualifications, the statement must address the particular qualifications at issue. If the reason is the respective dollar amounts bid, the statement must state the amounts and describe the similarities and/or dissimilarities in the scope of work covered by the bids. Bidders also shall maintain the documentation described in this paragraph for three years following submission of the bid or completion of the contract, whichever is later.

SEC. 14B.9 ENSURING NON-DISCRIMINATION IN SUBCONTRACTING.

(A) **Prohibition on Discrimination.** A bidder may not discriminate in its selection of subcontractors against any person on the basis of race, gender, or any other basis prohibited by law.

(B) **Availability Data.** In order to prevent unlawful discrimination in the selection of subcontractors, and to identify and correct unlawful practices, the City will monitor the administration of City contracts, including the selection of subcontractors, as provided in this Section. For public work/construction, architect/engineering, professional service, and general service contracts which the contract awarding authority reasonably anticipates will include subcontractor participation, prior to the solicitation of bids or proposals, the Director shall assemble data regarding the availability of MBEs, WBEs and OBEs to provide work that is likely to be subcontracted. The Director, in the Director's sole discretion, shall determine the appropriate methodology.

(C) **Requirements for Solicitations.** In all solicitations of public work/construction, architect/engineering, professional service, and general service contracts which the contract awarding authority reasonably anticipates will include subcontractor participation, the contract awarding authority shall include the availability data described above. Bidders shall undertake all required good faith efforts outreach steps in such a manner as to ensure that neither MBEs nor WBEs nor OBEs are unfairly or arbitrarily excluded from the required outreach.

(D) **Review of Bid.** The Director may review or investigate any bid, including the selection of the bidder's subcontractors, to determine whether discrimination may have occurred. The Director shall review bids, during the bid protest period, to determine whether: (1) a potential subcontractor or other person has filed a complaint of discrimination; (2) there is a significant difference between the percentages of MBEs, WBEs, or OBEs available to provide goods and services as subcontractors on the contract and the percentages of the bidder's subcontractors who are MBEs, WBEs, or OBEs; or (3) other facts and circumstances suggest that further inquiry is warranted. The Director, in the Director's sole discretion, shall determine whether and when to investigate further the conduct of a bidder or contractor. Investigations will be conducted under the procedures in Section 14B.17.

SEC. 14B.10 POWERS AND DUTIES OF THE COMMISSION AND THE DIRECTOR.

(A) **Human Rights Commission.** In addition to the duties and powers given to the Human Rights Commission elsewhere, the Commission shall:

(1) When necessary, subpoena persons and records, books and documents for a proceeding of the Commission or an investigation by the Director or an audit pursuant to Section 14B.10(B)(5) conducted to further the purposes of this ordinance.

(2) Adopt rules and regulations establishing standards and procedures for effectively carrying out this ordinance.

(3) Issue forms for the Controller or contract awarding departments to collect information from contractors as prescribed by this ordinance.

(4) Hear appeals challenging: (i) the Director's disqualification of a bidder or Contractor, (ii) the Director's denial of an application for or revocation of the certification of a business as a Small- LBE, Micro-LBE, MBE, WBE, or OBE or (iii) the Director's denial of a request to waive or to reduce subcontractor participation goals.

(5) By regulation require contract awarding authorities, departments and the Controller to provide to the Director such information as will be necessary to enable the Director to report to the Mayor and the Board of Supervisors at the end of each fiscal year on the progress each City department has made towards the achievement of LBE participation goals and towards the goal of ensuring against discrimination and exclusion of MBEs, WBEs, or OBEs, and to perform his/her other duties. The database is a public record available to the public as provided by state and local law;

(6) Adopt rules and regulations as deemed necessary by the Director to ensure that the joint venture bid/rating discount is applied only to joint ventures where the LBE has sufficient skill, experience, and financial capacity to perform the portion of the work identified for the LBE.

(B) **HRC Director.** In addition to the duties and powers given to the HRC Director elsewhere, the Director shall:

(1) Levy the same sanctions that a contracting awarding authority may levy as specified in Section 14B.17.

(2) Ensure that the necessary data is collected and analyzed. Annually, and more often if the Director deems necessary, the Director shall identify areas of contracting where the City or any of its departments are failing to meet LBE participation goals or are contracting with MBEs, WBEs, or OBEs at rates less than would be expected in the absence of discrimination. The results of this study shall be included in the Commission's annual report required by Section 14B.15(B).

(3) Provide information and other assistance to LBEs to increase their ability to compete effectively for the award of City contracts.

(4) Grant waivers as set forth in Sections 14B.7(J) and 14B.8(A), and disqualify a bidder or contractor as set forth in Section 14B.17.

(5) In cooperation with the Controller, randomly audit at least three prime contractors each fiscal year in order to insure their compliance with the provisions of this ordinance. The Director, in cooperation with the Controller, shall furthermore randomly audit 10 percent of the joint ventures granted bid discounts in each fiscal year. The Controller shall have the right to audit the books and records of the contractors, joint venture participants, and any and all subcontractors to insure compliance with the provisions of this ordinance.

(6) Take actions to ensure compliance with the provisions of this ordinance, including, without limitation, intervening in the selection process, by modifying the criteria used for selecting selection panelists or contractors to correct any practices that hinder equal business opportunities for LBEs or Micro-LBEs, and for MBEs, WBEs, and OBEs.

SEC. 14B.11 POWERS AND DUTIES OF THE CONTROLLER.

(A) In addition to the duties given to the Controller elsewhere, the Controller shall work cooperatively with the Director to provide such contractual encumbrance and payment data as the Director advises are necessary to monitor the participation of Small – LBEs, Micro – LBEs, MBEs, WBEs, and OBEs in City prime contracts. If any department refuses or fails to provide the required data to the Controller, the Controller shall immediately notify the Mayor, this Board and the Director.

(B) The Controller shall not certify the award of any contract subject to this ordinance where the Director has notified the Controller that the contract awarding authority has not provided the information the Director advises is necessary under this ordinance.

(C) Each request for payment to a City contractor submitted to the contract awarding authority shall be accompanied by a subcontractor participation form approved by the Commission. That form shall contain information that the Commission has determined is necessary to enable the Commission and the Director (1) to monitor compliance by City departments and their prime contractors with their obligations under this ordinance (2) to determine whether City departments are achieving their prime and subcontracting goals under this ordinance, and (3) to make such other reports and analyses as are required by this ordinance.

In the event that a request for payment fails to include the information required pursuant to this Section, the contract awarding authority shall, within two working days, notify the Director and the affected prime contractor[s] of the failure and afford each

affected prime contractor an opportunity to be heard promptly. That notice shall inform the contractor that the contract awarding authority has tentatively determined that the information has not been provided, what information is missing and that if this failure is substantiated, then the Controller will be notified to withhold 20 percent of the requested payment until the information is provided. If the Controller finds, after consultation with the Director and notice and opportunity to be heard, that the information has not been provided, the Controller shall withhold 20 percent of the payment otherwise due until the information is provided.

(D) The contract awarding authority shall require all prime contractors to submit, within 10 days following payment to the prime contractor of moneys owed for work completed on a project, an affidavit under penalty of perjury, that all subcontractors on the project or job have been paid and the amounts of each of those payments. The name, telephone number and business address of every subcontractor shall be listed on the affidavit. If a prime contractor fails to submit this affidavit, the contract awarding authority shall notify the Director who shall take appropriate action as authorized under Section 14B.17.

SEC. 14B.12 POWERS AND DUTIES OF THE MAYOR.

In addition to the duties given to the Mayor elsewhere, the Mayor shall:

(A) By July 1st of each fiscal year, issue notices to all City departments informing them of their duties under this ordinance. The notice shall contain the following information: (1) the City-wide LBE goals that departments are expected to use good-faith efforts to attain during the fiscal year and that a department's failure to use good-faith efforts to attain the participation goals shall be reported to this Board in the Commission's annual report; (2) the availability of MBEs, WBEs, and OBEs to perform City contracting and that departments are expected to take all steps necessary to ensure against illegal or arbitrary discrimination or exclusion of any certified business; and (3) the data each department is required to provide the Controller on each contract award.

(B) Coordinate and enforce cooperation and compliance by all departments with this ordinance.

(C) Designate a liaison to the Human Rights Commission to facilitate communication and compliance with this ordinance.

SEC. 14B.13 POWERS AND DUTIES OF CONTRACT AWARDING AUTHORITIES.

(A) In addition to the powers and duties given to contract awarding authorities elsewhere, contract awarding authorities shall:

- (1) Adjust bid bonding and insurance requirements in accordance with the most current version of the City's "Contract Insurance Manual" or as otherwise authorized by the City Risk Manager, Department of Administrative Services.
- (2) Use the City's Surety Bonding Program set forth in Section 14B.17 to assist LBEs bidding on and performing City public works/construction contracts to meet bonding requirements and/or obtain construction loans.
- (3) Submit to the Office of Contract Administration (OCA) in electronic format or a format specified by the OCA, all bid opportunities, requests for proposals and solicitations for which published notice or advertising is required, no later than 10 calendar days prior to the due date of the bid opportunity, request for proposals or solicitation. A contract awarding authority must obtain a waiver from its commission, or in the case of a department that has no commission, from the Board of Supervisors, if it cannot meet the requirements of this Section.
- (4) Impose such sanctions or take such other actions as are designed to ensure compliance with the provisions of this ordinance, which shall include, but are not limited to:
 - (a) Refuse to award a contract.
 - (b) Order the suspension of a contract.
 - (c) Order the withholding of funds.
 - (d) Order the revision of a contract based upon a material breach of contract provisions pertaining to LBE participation or outreach to MBEs, WBEs, or OBEs.
 - (e) Disqualify a bidder, contractor, subcontractor, or other business from eligibility for providing goods or services to the City for a period not to exceed five years, based on the standards set forth in this ordinance and rules and regulations promulgated by the Commission. Any business disqualified under this subsection shall have a right to review and reconsideration by the Commission after two years upon a showing of corrective action indicating that violations are not likely to recur.
- (5) Not award any contract to a person or business that is disqualified from doing business with the City under the provisions of this ordinance.
- (6) Designate a staff person to be responsible for responding to the Director and Commission regarding the requirements of this ordinance.
- (7) Maintain accurate records as required by the Director and the Commission for each contract awarded, its dollar value, the nature of the goods or services to be provided, the name of the contractor awarded the contract, its identity as a Small-LBE, Micro - LBE, MBE, WBE or OBE, the efforts made by the contract awarding authority to solicit bids from LBEs, including Micro - LBEs, MBEs, WBEs and OBEs, responses

received from such businesses, and a full and complete statement of the reason(s) for selection of the contractor addressing the particular qualifications at issue.

(8) Where feasible, provide technical assistance to LBEs to increase their ability to compete effectively for the award of City contracts.

(9) Work with the Director and the Controller to implement a City-wide prompt-payment policy requiring that LBEs be paid by the City within 30 days of the date on which the City receives an invoice from a LBE for work performed for the City.

(10) Provide the Director with written notice of all contract amendments, modifications, supplements and change orders that cumulatively result in an increase or decrease of the contract's dollar amount of more than 10 percent. Such notice shall be provided within 10 days of each such contract modification.

(11) Whenever contract amendments, modifications, supplements or change orders cumulatively increase the total dollar value of a contract by more than 10 percent, the contract awarding authority shall require compliance with those provisions of this ordinance that applied to the original contract.

(12) All contract amendments, modifications, supplements or change orders that cumulatively increase by more than 20 percent the total dollar value of all contracts originally valued at \$50,000 or more shall be subject to prior approval of the Director, who shall review the proposed amendment, modification, supplement or change order to correct contracting practices that exclude Small-LBEs or Micro - LBEs from new contracting opportunities or discriminate against MBEs, WBEs or OBEs.

(B) Contract awarding authorities or departments may invite, encourage or request businesses to joint venture on any professional services or architecture/engineering contract to promote LBE participation.

(C) For the purpose of determining LBE participation, contracts awarded to joint ventures in which one or more LBEs are combined with one or more business that are not LBEs shall be deemed by the contract awarding authority to be awarded to LBEs only to the extent of the LBE participation in the joint venture.

(D) Subject to the budgetary and fiscal provisions of the San Francisco Charter and to any limitations or requirements associated with the issuance of municipal financings, including but not limited to the use of tax-exempt financing and other long-term obligations, contract awarding authorities shall set aside the following percentage of the value of each contract, as defined in Section 14B.2, to fund the administration and enforcement of this Chapter 14B by the HRC. Such funds shall be used solely for the actual costs of administering and enforcing this Chapter. The HRC shall provide monthly statements to contract awarding authorities and the Controller's Office that account for all expenditures related to administering and enforcing this Chapter, broken down by staff member, project, and activity. Any funds that are not expended on the actual costs of

administration and enforcement relating to the subject contract shall be returned to the source fund as soon as practicable. This Section 14B.13(D) shall not apply to contracts that are funded by bonds that were authorized prior to the effective date of his ordinance.

(1) For contracts having an estimated value under \$ 1 million, the contract awarding authority shall set aside 2% of the value of the contract for the purpose described in this Section.

(2) For contracts having an estimated value of at least \$ 1 million but less than \$ 10 million, the contract awarding authority shall set aside 1% of the value of the contract for the purpose described in this Section.

(3) For contracts having an estimated value of at least \$ 10 million but less than \$ 50 million, the contract awarding authority shall set aside .5% of the value of the contract for the purpose described in this Section.

(4) For contracts having an estimated value of \$ 50 million or more, the HRC Director, in consultation with the contract awarding authority, shall determine the level of funding necessary to administer and enforce this ordinance with respect to the subject contract, provided that the funding shall not exceed .5% of the value of the contract. The contract awarding authority shall set aside the designated funds to be used solely for the purpose described in this Section.

(5) Notwithstanding Sections 14B.13(D)(1), (2), (3) and (4), for the Port of San Francisco, the San Francisco Public Utilities Commission, the San Francisco Department of Public Works and the San Francisco International Airport, each such contract awarding authority and the HRC Director shall confer and jointly shall estimate the costs of administering and enforcing this Chapter with respect to each contract to be issued by each such contract awarding authority. The contract awarding authority shall set aside the agreed-upon funds to be used solely for the purpose described in this Section.

If, after exchanging information regarding the nature of the contract and the administrative activities required, the contract awarding authority and the Director do not agree on the cost of administering and enforcing this Chapter, the Mayor or the Mayor's designee shall determine the appropriate amount to be set aside for the purpose described in this Section.

The Human Rights Commission shall report on compliance by contract awarding authorities with set-asides determined under this Section 14B.13(D)(5) and on the agreed upon funds for contract awarding authorities under 14B.13(D)(5) in the Commission's annual report under Section 14B.15(B).

The Board of Supervisors shall assess the operation of this Section 14B.13(D)(5) in its three-year review under Section 14B.18(H).

SEC. 14B.14 POWERS AND DUTIES OF THE OFFICE OF CONTRACT ADMINISTRATION.

In addition to the duties given the Office of Contract Administration elsewhere, the Office of Contract Administration shall:

(A) Maintain, with the assistance of the Director, a current list of Small-LBEs, Micro-LBEs, MBEs, WBEs, and OBEs to provide each of those commodities or services subject to this ordinance that the Office of Contract Administration indicates are required by the City.

(B) Maintain a central office where all bids, requests for proposals and solicitations will be listed and kept current.

(C) Cause to be posted upon a website the following information concerning current bids, requests for proposals and solicitations: the title and number; the name of the contract awarding authority; and the name and telephone number of the person to be contacted for further information. Such information shall be posted with sufficient lead time to provide adequate notice and opportunity to potential City contractors and vendors to participate in the bid opportunity, request for proposals or solicitation, but in no event less than 10 calendar days prior to the due date for such bid opportunity, request for proposals or solicitation.

SEC. 14B.15 REPORTING AND REVIEW.

(A) Reporting by the Director. Commencing January 1, 2007-, and no later than the first day of every third month thereafter, the Director shall issue a written report to this Board. That report shall document each City department's performance under the terms of this ordinance, including, among other things, each City department's progress in meeting LBE goals and ensuring non-discrimination against MBEs, WBEs, and OBEs, and the success of each department's prime contractors in complying with the LBE subcontracting provisions of this ordinance and ensuring non-discrimination against MBEs, WBEs, and OBEs. That report shall also state the level of participation of all categories of LBEs and whether or not each City department has fully reported all data required by this ordinance or requested by HRC or the Controller.

(1) Whenever the Director's report concludes that a department management's intentional disregard or negligent performance of obligations imposed by this ordinance has contributed to that department's failure to meet its prime contracting goals or requirements of this ordinance, or the failure of its prime contractors to meet their subcontracting goals or requirements of this ordinance, or whenever the Director's report concludes that a City department has failed to provide any data required by this ordinance or requested by the HRC or the Controller, the Clerk of this Board shall schedule before the appropriate committee of the Board a hearing on that report. The Clerk shall also give notice of that hearing to the heads of the departments identified in the report and request the attendance of the heads of those departments at the committee hearing. The Clerk's

notice shall inform the department heads that they must be prepared to respond to the Director's finding of intentional disregard and/or negligent performance and to explain what steps they intend to take to forestall repetition of the problems identified in the Directors' report. The same procedure shall be followed whenever the Director's report identifies any department as having failed to meet its prime or subcontracting goals for three consecutive quarters. If the Director's report indicates that a City department has not met its goals for three consecutive quarters, HRC and the City department shall institute a targeted program to remedy lack of participation by LBEs in any affected industry.

(2) The Director shall report to the Commission all waivers acted upon pursuant to Section 14B.7(J) and 14B.8(A). Such report shall be made on a monthly basis following the granting of the waiver.

(B) Reporting by City Departments. By the last day of each fiscal year, all contract awarding authorities and City departments shall report annually to the Mayor on their progress in the preceding fiscal year toward the achievement of the LBE goals and their steps to ensure non-discrimination against MBEs, WBEs, and OBEs.

(C) Reporting by the Commission. By July 1st of each fiscal year, the Commission shall submit an annual report to the Mayor and this Board on the progress of the City toward the goals of this ordinance, together with an identification of problems and specific recommendations for: (1) improving the City's performance in fostering LBE participation in City contracting, and (2) ensuring non-discrimination against MBEs, WBEs, and OBEs. The Commission's report shall include an analysis of the bidding environment in the various industries that participate in City contracts.

Each year, after receiving the Commission's annual report, the Board shall hold a hearing to review the City's performance under this ordinance, the administration of this ordinance by the HRC, and the progress of City departments towards the purposes of this ordinance, and other subjects pertaining to the ordinance.

The Board shall act upon the Commission's recommendations by the first Board meeting of January in each fiscal year.

SEC. 14B. 16 BONDING AND OTHER ASSISTANCE.

(A) Bonding and Financial Assistance Program.

(1) Program Description. The City and County of San Francisco, acting through the Commission, intends to provide guarantees to private bonding companies and financial institutions in order to induce those entities to provide required bonding and financing to eligible contractors and subcontractors bidding on and performing City public work and construction contracts. This bonding and financial assistance program is subject to the provisions of this Section 14B. 16(A).

(2) Eligible Contracts. The assistance described in this Section 14B.16(A) shall be available for any City public works or construction contract to which this ordinance applies.

(3) Eligible Businesses. Businesses must meet the following criteria to qualify for assistance under this Section 14B.16(A).

- (a) The business may be either a prime contractor or subcontractor; and
- (b) The business must be certified by the Director as an LBE according to the requirements of Section 14B.3;
- (c) The business may be required to participate in a "bonding assistance training program" as offered by the Commission, which is anticipated to provide the following:

- (i) Bond application assistance,
- (ii) Assistance in developing financial statements,
- (iii) Assistance in development of a pre-bond surety profile,
- (iv) Identification of internal financial control systems, and
- (v) Development of accurate financial reporting tools.

(4) Agreements Executed by the Human Rights Commission. The Director is hereby authorized to enter into the following agreements in order to implement the bonding and financial assistance program described in this Section 14B.16(A):

- (a) With respect to a surety bond, the agreement to guaranty up to 40 percent of the face amount of the bond or \$750,000, whichever is less;
- (b) With respect to a construction loan to be made to a contractor or subcontractor, an agreement to guaranty up to 50 percent of the original principal amount of the construction loan or 50 percent of the actual loss suffered by the financial institution as a result of a loan default, whichever is less; provided that in any event the City's obligations with respect to a guaranty shall not exceed \$750,000;

(c) Any other documents deemed necessary by the Director to carry out the objectives of this program, provided that such documents shall be subject to review and approval by the City Attorney's Office.

(5) Monitoring and Enforcement. The Director shall maintain records on the use and effectiveness of this program, including but not limited to (1) the identities of the businesses and bonding companies participating in this program, (2) the types and dollar

amounts of public work contracts for which the program is utilized, and (3) the types and dollar amounts of losses which the City is required to fund under this program. The Director shall submit written reports to the Board of Supervisors every six months beginning January 1, 2007, advising the Board of the status of this program and its funding capacity, and an analysis of whether this program is proving to be useful and needed.

(6) **Funding and Accounts.** As of September 1, 2006, funding for this program may be derived from the following sources:

(a) The Board of Supervisors has appropriated or will appropriate funds for the operation of this program.

(b) Each Department authorized to contract for public works or improvements pursuant to San Francisco Administrative Code Chapter 6 may commit to this program up to ten percent (10%), but not less than one percent (1%), of the budget for every public work or improvement undertaken. (A "public work or improvement" is defined in San Francisco Administrative Code Chapter 6.).

(c) The Treasurer of the City and County of San Francisco is hereby authorized to negotiate a line(s) of credit or any credit enhancement program(s) or financial products(s) with a financial institution(s) to provide funding; the program's guaranty pool may serve as collateral for any such line of credit.

In the event the City desires to provide credit enhancement under this Subsection for a period in excess of one fiscal year, the full aggregate amount of the City's obligations under such credit enhancement must be placed in a segregated account encumbered solely by the City's obligations under such credit enhancement.

(7) **Term of Bonding Assistance Program.** The Director is authorized to enter into the agreements described in this Subsection for a period ending on the earlier of (1) June 30, 2008 or (2) the date on which the Controller is no longer able to certify the availability of funds for any new guarantee agreement.

(8) **Default on Guarantees.** The Human Rights Commission shall decertify any contractor that defaults on a loan or bond for which the City has provided a guarantee on the contractor's behalf. However, the Human Rights Commission may in its sole discretion refrain from such decertification upon a finding that the City has contributed to such default.

(B) **Education and Training.** The Director shall continue to develop and to strengthen education and training programs for LBEs and City contract awarding personnel.

(C) **Cooperative Agreements.** With the approval of the Commission and the Board of Supervisors, the Director may enter into cooperative agreements with agencies,

public and private, concerned with increasing the use of LBEs in government contracting.

SEC. 14B.17 ENFORCEMENT.

(A) The Director shall monitor the City's utilization of Small-MBEs, Micro-LBEs, MBEs, WBEs, and OBEs in City contracting. The Director shall issue an exit report for any contract that includes LBE subcontracting participation and/or LBE prime contract participation as a joint venture partner. The purpose of this exit report is to ensure that prime contractors are complying with their commitments to use LBE subcontractors and LBEs are performing services as set forth in the bid/proposal and contract documents for the joint ventures.

(B) **Investigations.** The Director shall investigate potential violations of this ordinance.

Bidders, contractors, subcontractors and applicants for certification shall provide to the City any information that the City deems relevant, and shall cooperate in all other respects with such an investigation. A request for information from a bidder, contractor, subcontractor or applicant shall identify the records required and the time for response. If the bidder, contractor, subcontractor or applicant fails to respond to the request for information, or otherwise fails to cooperate in the investigation, appropriate sanctions, as provided in Section 14B.17(C), may be imposed. In an investigation of potential discrimination by a prime bidder prior to contract award, if the bidder fails to respond to the request for information, or otherwise fails to cooperate in the investigation, the bid will be rejected as non-responsive, and additional sanctions may be imposed.

(C) **Conference and Conciliation.**

In the Director's sole discretion, the Director may attempt to resolve noncompliance with this ordinance by any bidder, contractor, subcontractor or applicant for certification through informal processes, including conference and conciliation.

(D) **Sanctions.** The City, including the Director and contract awarding authorities, as appropriate, may impose any of the following sanctions on a bidder, contractor, subcontractor or applicant for certification who fails to comply with this ordinance, provided that any violation related to certification must be based on a finding by the Director:

- (1) Reject all bids;
- (2) Declare a bid non-responsive;
- (3) Suspend a contract;
- (4) Withhold funds;

- (5) Assess penalties;
- (6) Debar a bidder;
- (7) Deny certification;
- (8) Revoke certification.

(E) **Procedures for Denials or Revocation of Certification.** Whenever the Director proposes to deny an application for or revoke the certification of a business, the Director shall notify the applicant or certified business in writing of the basis for the denial or revocation, and the date on which the business will be eligible to reapply for certification. The Director shall provide the applicant or certified business with an opportunity to be heard before a final determination is made. The Director shall require a business to wait at least six months but not more than two years after the denial or revocation before reapplying for certification in the same category.

(F) **Procedures for Director Findings of Discrimination.**

In determining whether a bidder, contractor or subcontractor has engaged in discrimination in violation of this ordinance, the Director may consider: (1) direct evidence of discrimination, (2) procedures used to select subcontractors, including relative qualifications, (3) significant differences not attributable to any legitimate non-discriminatory business reason between the available percentages of MBEs, WBEs, or OBEs capable of providing goods and services as subcontractors on a contract or a series of contracts and the percentages of the bidder's subcontractors who are MBEs, WBEs, or OBEs, or (4) any other relevant evidence.

Whenever the Director proposes to issue a finding of discrimination against any bidder, contractor or subcontractor, the Director shall notify the bidder, contractor or subcontractor in writing of the basis for the finding, provided that any proposal to debar a business shall be governed by Section 14B.17(G). The Director shall provide the bidder, contractor or subcontractor with an opportunity to be heard before a final determination is made.

(G) **Procedures for Debarment.** The Director shall have the authority to act as a charging official under San Francisco Administrative Code Chapter 28 to debar a bidder or contractor for violations of this Chapter. The debarment procedures of Chapter 28 shall govern.

(H) **Commission to Hear Appeals.** Except as provided in Section 14B.17(G), the Commission shall hear appeals challenging any determination of the Director under this section. The Commission may sustain, reverse or modify the Director's findings and sanctions imposed, or take such other action to effectuate the purpose of this ordinance. Unless the Commission so orders, an appeal shall not stay the Director's findings and the imposition of sanctions.

(I) **Referral to Other Agencies.** No person shall knowingly make, file or cause to be filed with the City any materially false or misleading statement or report in connection with this ordinance. If the Director has reason to believe that any person has knowingly made, filed, or caused to be filed with the City any materially false or misleading statement or report made in connection with this ordinance, the Director shall report that information may impose any sanction described in this Section 14B.17, or may refer the matter to the City Attorney or the District Attorney for appropriate action.

(J) **Willful Noncompliance by Contract Awarding Authority.** Whenever the Director finds after investigation that a contract awarding authority has willfully failed to comply with its duties under this ordinance, the Director shall transmit a written finding of noncompliance specifying the nature of the noncompliance, to the contract awarding authority, the Commission, the Mayor and this Board.

The Director shall attempt to resolve any noncompliance through conference and conciliation. Should such attempt fail to resolve the noncompliance, the Director shall transmit a copy of the finding of noncompliance along with a finding that conciliation was attempted and failed to the Commission and this Board.

The finding of noncompliance shall be communicated to the Mayor for appropriate action to secure compliance.

SEC. 14B. 18 APPLICABILITY, OPERATIVE DATE AND TRANSITION PROVISIONS.

(A) **Suspension of Chapter 12D.A.** All provisions of Administrative Code Chapter 12D.A that were invalidated by the Superior Court orders dated July 26 and August 23, 2004, in *Coral Construction, Inc. v. City and County of San Francisco* (Sup. Ct. No. 421249) shall be and are suspended and are of no force and effect; provided, however, the provisions of Chapter 12D.A that were invalidated by the court's orders shall be suspended only so long as, and only to the extent that, the City is enjoined by the court from enforcing the provisions of Chapter 12D.A. If the injunction is lifted or stayed in its entirety, Chapter 12D.A shall automatically become effective and enforceable, and this Chapter 14B shall be suspended.

(B) **Operative date of this Chapter.** Chapter 14B shall become operative on September 1, 2006, and shall govern all contracts initiated on or after that date.

(C) **Applicability.**

Chapters 12D.A, 14A and 14B shall apply as follows:

(1) Any amendment to a contract initiated before July 26, 2004 in which the Contractor agreed to comply with Chapter 12D.A shall be governed by Chapter 12D.A; provided, however, that if a competitive solicitation for an agreement to the proposed changes to the contract is required by law, or the law would otherwise require execution

of a new contract, rather than an amendment to an existing contract, the provisions of Chapter 14B and not Chapter 12D.A shall apply.

Chapter 14A shall apply to (1) all contracts in which the Contractor agreed to comply with Chapter 14A and any amendment to those contracts and (2) all contracts initiated on or after July 26, 2004 and before September 1, 2006 and any amendment to such contracts; provided, however, that if a competitive solicitation for an agreement to the proposed changes to the contract is required by law, or the law would otherwise require execution of a new contract, rather than an amendment to an existing contract, the provisions of Chapter 14B and not Chapter 14A shall apply.

(2) This Chapter 14B shall govern all contracts initiated on or after July September 1, 2006, and any amendments thereto.

(3) For all contracts described in Section 14B.18(C)(1) and Section 14B.18(C)(2) to which this Chapter 14B applies, when any provision of the San Francisco Municipal Code or other local law refers to Chapter 12D.A or 14A of the San Francisco Administrative Code, it shall be read as referring instead to Chapter 14B.

(D) Transition Provisions.

In order to effect an orderly transition from Chapter 14A to this ordinance, any business certified as an LBE under Chapter 12D.A or a DBE under Chapter 14A shall be deemed an LBE under this Chapter 14B until the earlier of (1) the expiration of the business' certification under 12D.A or 14A, (2) the business' failure to maintain the certification criteria under which it was certified, or (3) January 1, 2007. The Director may, by appropriate rules and regulations, establish procedures to allow such businesses certified as LBEs or DBEs under 12D.A or 14A to demonstrate their eligibility for certification under Section 14B.3 of this ordinance on an expedited basis, prior to the expiration of their existing certification.

The Director shall deem any application for DBE certification under Chapter 14A that is pending on the effective date of this ordinance to be an application for certification under Chapter 14B.

(E) State or Federal Provisions. In contracts which involve the use of any funds furnished, given or loaned by the government of the United States or the State of California, all laws, rules and regulations of the government of the United States or the State of California or of any of its departments relative to the performance of such work and the conditions under which the work is to be performed, shall prevail over the requirements of this ordinance when such laws, rules or regulations are in conflict.

(F) Severability. The provisions of this ordinance are declared to be separate and severable. The invalidity of any clause, sentence, paragraph, subdivision, section or portion of this ordinance, or the invalidity of the application thereof to any person or

circumstances shall not affect the validity of the remainder of this ordinance, or the validity of its application to other persons or circumstances.

(G) General welfare clause. In undertaking the enforcement of this ordinance, the City is assuming an undertaking only to promote the general welfare. It is not assuming, nor is it imposing on its officers and employees, an obligation for breach of which it is liable in money damages to any person who claims that such breach proximately caused injury.

(H) Three-year review. No later than three years from the effective date of this ordinance, the Board of Supervisors shall hold a hearing for the purpose of conducting a comprehensive review of this ordinance. The Board shall take testimony from all affected parties, and shall enact any changes that it deems appropriate.

(I) Municipal Transportation Agency. Consistent with Charter Section 8A.101(g), the Municipal Transportation Agency shall comply with the provisions of this Chapter 14B.



**SAN FRANCISCO ADMINISTRATIVE CODE
CHAPTER 14B**

Rules and Regulations

**LOCAL BUSINESS ENTERPRISE AND NON-DISCRIMINATION IN
CONTRACTING ORDINANCE**

Effective Date: 09/01/06

The Human Rights Commission ("HRC") adopts these rules and regulations pursuant to Section 14B.1(C)(3) of the Local Business Enterprise and Non-Discrimination in Contracting Ordinance ("Ordinance"), codified as Administrative Code Chapter 14B.



TABLE OF CONTENTS

I.	DEFINITIONS.....	3
II.	POWERS AND DUTIES OF THE HUMAN RIGHTS COMMISSION.....	3
III.	POWERS AND DUTIES OF THE DIRECTOR OF THE HUMAN RIGHTS COMMISSION....	3
IV.	POWERS AND DUTIES OF DEPARTMENTS	4
V.	REPORTING DEADLINES.....	8
VI.	LBE CERTIFICATION.....	9
VII.	NON-PROFIT CERTIFICATION.....	12
VIII.	SFPUC-LBE CERTIFICATION	14
IX.	AUDITS, CERTIFICATION-RENEWAL PERIODS, AND RECERTIFICATION APPLICATION	17
X.	APPEAL PROCEDURES FOR DENIALS, SUSPENSIONS, AND REVOCATIONS OF LBE CERTIFICATION	18
XI.	JOINT VENTURES FOR PROFESSIONAL SERVICES AND ARCHITECT/ENGINEERING CONTRACTS.....	18
XII.	PROCEDURES FOR GRANTING WAIVERS.....	19
XIII.	PROCEDURES FOR CONTRACT MODIFICATIONS.....	20
XIV.	PROGRESS PAYMENTS	21
XV.	NONCOMPLIANCE BY BIDDERS AND CONTRACTORS	21
XVI.	ADMINISTRATIVE SANCTION PROCEDURES	22
XVII.	CITYWIDE BONDING AND FINANCIAL ASSISTANCE PROGRAM	25
	APPEDIX A.....	27



I. DEFINITIONS

The definitions listed below are supplements to those set forth in Section 14B.2 of the Ordinance. Please refer to those definitions when consulting these Rules.

"Broker" shall mean a firm that purchases and sells, but does not regularly take possession of stock materials and is not a "supplier".

"Business day(s)" when referring to a time period within which an action must be taken shall mean all days excluding all City holidays and/or weekends.

"Day" or "days" when referring to a time period within which an action must be taken shall mean calendar days unless otherwise specified.

"Ordinance" shall refer to Ordinance Nos. 91-06 and 92-06, known as the Local Business Enterprise and Non-Discrimination in Contracting Ordinance and codified as Chapter 14B of the San Francisco Administrative Code.

"Rules" shall refer to these Rules and Regulations.

"Supplier" shall mean a firm with the financial and physical capability to purchase, to stock, and to distribute or to sell. The supplier shall stock the types and number of items consistent with the relevant industry practice, and have appropriate invoices and inventory located within the boundaries of the City. A supplier must continually maintain a warehouse stocked with inventory within the geographical boundaries of the City.

II. POWERS AND DUTIES OF THE HUMAN RIGHTS COMMISSION

- A. The Commission's powers and duties are set forth principally in Section 14B.10 of the Ordinance.
- B. The Chair of the Commission shall appoint a community advisory committee of not less than eleven (11) members, comprised of persons from local business groups, city or federal governmental agencies and community organizations. This committee shall be known as the LBE Advisory Committee. The committee shall meet at least quarterly and at the call of the Chair of the committee. The Chair of the committee shall be a member of the Commission. The purpose of the committee is to advise the Commission on policy matters pertaining to the Ordinance.
- C. The Commission, through its staff, shall gather data on industry subgroups and compile a list of contractors/consultants to determine the availability and utilization of local contractors/consultants in a particular industry under each subgroup.

III. POWERS AND DUTIES OF THE DIRECTOR OF THE HUMAN RIGHTS COMMISSION

- A. The powers and duties of the Director are set forth principally in Section 14B.10 of the Ordinance.
- B. In addition to the powers and duties set forth in the Ordinance, the Director shall:
 1. Report to the LBE Advisory Committee on all waivers granted by the Director.
 2. Work with Departments and the Controller, contract awarding authorities and interested members of the public to design and implement a Citywide prompt-payment policy as provided by Section 14B.7(L) of the Ordinance.



Rules and Regulations

CITY AND COUNTY OF SAN FRANCISCO HUMAN RIGHTS COMMISSION

3. Monitor the level of LBE subcontractor participation specified in a prime contract. The Director may investigate suspected violations of the LBE Ordinance, in accordance with the procedures provided by the Ordinance and these Rules.
4. Have such powers and duties as are provided by these Rules.

C. Non-Discrimination Program

The Director may review or investigate any bid, including the selection of the bidder's subcontractors, to determine whether discrimination may have occurred.

1. For every contract covered by the Ordinance, the Director shall determine the availability percentages of MBE, WBE, and OBE subcontractor participation which would be expected in a bid or proposal in the absence of discrimination.
2. A bidder is not required to achieve the MBE, WBE, and OBE availability percentage for a particular contract. However, if the bidder does not list subcontracts to MBEs, WBEs, and/or OBEs in dollar amounts which reflect the availability percentages, HRC shall document the actual subcontractor utilization, and may use the information as evidence of discrimination.
3. Failure to achieve the MBE, WBE, and/or OBE availability percentages may result in a discrimination investigation.
4. All bidders must fully cooperate in an investigation of discrimination. All bidders must immediately respond to HRC requests for information and shall comply with document requests. Failure to cooperate shall be treated as non-compliance.

- D. The Director shall issue an exit report for any contract that includes LBE subcontracting participation and/or prime joint venture participation.

IV. POWERS AND DUTIES OF DEPARTMENTS

- A. The powers and duties of Departments are principally set forth in Sections 14B.11, 14B.12, 14B.13, and 14B.14 of the Ordinance.
- B. Awarding authorities shall apply the bid/ratings discounts to bids and proposals from LBEs, pursuant to Sections 14B.7(D), (E), and (F) of the Ordinance.

C. Formal Contracting Procedures

1. Public works contracts valued at \$114,000 and above (the "Threshold Amount" as defined by the Ordinance) shall be considered formal contracts. On January 1, 2010 and every five years thereafter, the Controller shall recalculate the Threshold Amount pursuant to the Ordinance.
2. Professional services, general services, architect/engineering and commodities contracts valued at \$29,000 and above (the "Minimum Competitive Amount" as defined by the Ordinance) shall be considered formal contracts. On January 1, 2010 and every five years thereafter, the Controller shall recalculate the Minimum Competitive Amount pursuant to the Ordinance.
3. For formal contracts, the procedures the Department must adhere to include, but are not limited to, the following:



- a. No less than ten (10) business days prior to advertisement, Departments shall submit the scope of work and cost estimate evaluation to HRC so that appropriate LBE subcontracting goals may be determined;
 - b. Use the services of community and contractors' groups to assist in the recruitment of LBEs.
 - c. Notify LBEs that are certified to perform the work contemplated in a contract;
 - d. Encourage LBEs to attend prebid meetings;
 - e. Advertise in general circulation media trade association publications and local business media, and post the contracting opportunity on the Department's website or other centralized City website;
 - f. Provide LBEs with adequate information about the plans, specifications and requirements of the contract;
 - g. Apply the bid/ratings discounts at each stage of the selection process; and
 - h. Negotiate with LBEs in good faith when applicable.
- D. Informal Contracting Procedures**

1. Public works contracts, the estimated cost of which exceeds \$10,000 but is less than \$114,000 (the Threshold Amount) shall be considered informal contracts. The Department must attempt to obtain at least three (3) written bids from LBEs. Bid discounts shall be applied, pursuant to Section 14B.7 (D) and (E) of the Ordinance. LBE subcontracting goals shall not apply to informal public works contracts estimated at under \$50,000.
2. Professional services, general services, architect/engineering and commodities contracts, the estimated cost of which exceeds \$10,000 but is less than \$29,000 (the Minimum Competitive Amount) shall be considered informal contracts. The Department must attempt to obtain at least three (3) proposals from LBEs. Bid/ratings discounts shall be applied, pursuant to Section 14B.7(D), (E), and (F) of the Ordinance. LBE subcontracting goals shall not apply to informal professional services and architect/engineering contracts.
3. For informal contracts, the procedures the Department must adhere to (except when impracticable to do so) include, but are not limited to, the following:
 - a. No less than ten (10) business days prior to advertisement, Departments shall submit the scope of work and cost estimate evaluation to HRC so that appropriate LBE subcontracting goals may be determined;
 - b. Use the services of community and contractors' groups to assist in the recruitment of LBEs.
 - c. Notify LBEs that are certified to perform the work contemplated in a contract;
 - d. Encourage LBEs to attend prebid meetings;
 - e. Advertise in the City's Bid and Opportunities Newsletter;
 - f. Provide LBEs with adequate information about the plans, specifications and requirements of the contract;
 - g. Apply the bid/ratings discounts at each stage of the selection process; and
 - h. Negotiate with LBEs in good faith when applicable.



4. Departments shall seek HRC approval prior to awarding any contract solicited through the informal process where the bid/proposal resulted in the contract significantly exceeding the Threshold Amount for public works contracts, or the Minimum Competitive Amount for professional services, general services, architect/engineering and commodities contracts.
5. The department shall obtain HRC approval prior to any modification to an informal contract. The Director shall intervene in the modification process to correct any discriminatory practices if he/she finds that the department is attempting to circumvent the bid discount or subcontracting requirements of the Ordinance through the modification.

E. Pilot Set Aside Program

1. Pursuant to Section 14B.7(K), the Director, in consultation with the contract awarding authorities may designate any of the following contracts to be "set aside" for competitive award only among Micro-LBEs:
 - a. Public works contracts estimated to be equal to or less than \$250,000;
 - b. Contracts other than public works contracts estimated to be equal to or less than \$100,000.
2. If (a) fewer than two Micro-LBEs submit bids, or (b) Contract Awarding Authority determines that the contract would not be awarded at a fair market price, then the Contract Awarding Authority, may reject all bids and rebid the contract without restriction to Micro-LBEs.
3. Contracts that are set-aside for award to Micro-LBEs shall not be subject to subcontracting goals under Section 14B.8. Micro-LBEs that subcontract any portion of a set-aside contract should subcontract to businesses certified as Micro-LBEs, to the maximum extent possible. Micro-LBEs that subcontract any portion of a set-aside contract must serve a commercially useful function based on the contract's scope of work, and must perform at least 50% of the contract work.
4. The bid discount provisions shall not apply to set-aside contracts.
5. Each quarter, beginning October 1, 2006, all contracting awarding authorities will send to the Director a list of all anticipated contracts that fall within the set-aside amounts for that quarter. The departments shall provide the Director with relevant information so that the Director, in consultation with the Department, can determine which contracts to set-aside. Such information may include a breakdown of the scope of work and licensing requirements.

F. The award of professional services, general services, and architect/engineering contracts is governed through provisions in Chapter 14B. In addition to those provisions:

1. Prior to solicitation of bids or proposals, contract awarding authorities shall provide the Director with a proposed scope of work including an engineer's estimate or project budget breakdown for all professional services, general services, and architect/engineering contracts. Departments shall inform HRC of any prior involvement by outside consultants relating to work contained in the RFP or RFQ.
2. The department shall provide HRC with ten (10) business days notice of the dates and times of the selection process. HRC staff may be present throughout the entire selection process.



3. The composition of consultant selection panels shall include individuals who reflect the diversity of San Francisco. A brief summary of the ethnicity, gender, expertise, place of business and job title of each panel member should be submitted to HRC not less than ten (10) business days prior to the proposal's due date. The project manager and any staff who worked on the RFP or RFQ shall not serve on the consultant selection panel. Additionally, no more than 50% of the selection panel shall be from the Awarding Department.
 4. At its discretion, HRC may record the selection process.
 5. Prior experience has indicated that on occasions, discussion among panelists has introduced discriminatory considerations and unfairness into the selection process. Accordingly, HRC urges the department and the selection panel not to hold discussions. In any case, the selection panel shall not discuss amongst themselves the rankings or ratings, advocate for or against a particular firm, compare firms, or single out a particular firm until after the selection process has been completed.
 6. If the Director finds that discussion among selection panelists results in discrimination or unfairness in the selection process, the Director shall intervene in that process to correct discriminatory practices as set forth in Section 14B.10(B)(6) of the Ordinance. Such intervention can include, but is not limited to, excluding scores or requiring that the department redo the selection process. The contract awarding department shall not inform the panel members of the identities of firms that are eligible for the rating discount at any stage of the selection process.
 7. Each evaluator will score each consultant on a predetermined point system, or other system that permits the application of rating discount at each stage of the selection process, in a fair and objective fashion.
 8. After each consultant's oral interview is complete, panel members shall tally their respective raw scores.
 9. After each consultant's oral interview, the Awarding Department will immediately forward the original score sheets from each panel member to HRC.
 10. The Department shall issue a letter to HRC listing the ranking, score, and rating discount of each consultant not less than two (2) business days after oral interviews have been completed.
 11. If the highest ranked consultant is an LBE, and after engaging in good faith negotiations the Department is unable to reach final agreement with that LBE, it may proceed to negotiate with the next ranked proposer after notifying the Director. If the Director finds that the department's failure to award the contract to an LBE is contrary to the Ordinance, the Director shall intervene in the selection process to correct any discriminatory contracting processes as set forth in Section 14B.10.
- G. Each department shall designate a staff person to be responsible for responding to the Director and Commission regarding the requirements of the Ordinance.
- H. The total dollar value of a prime contract awarded to an LBE shall be counted towards the City's annual LBE participation goal. This annual LBE participation goal shall be established by the Mayor for each fiscal year, pursuant to Section 14B.12(A) of the Ordinance.
- I. Departments shall include all relevant HRC attachments with solicitations for bids or proposals. These attachments explain in detail the HRC requirements for the procurement process. Proposers for architect/engineering and professional services contracts must complete and submit all applicable HRC Forms in a separate sealed envelope to be submitted with the proposal. Departments shall deliver the sealed envelope and a complete set of the proposal documents to



HRC. Following completion of the selection process, HRC shall give a copy of the relevant HRC forms to the department.

J. LBEs shall not receive the bid discount for brokerage, referral or temporary employment services unless the request for proposal or bid specifications specifically requires these services in the proposed project.

K. Departments shall use good-faith efforts for all contracts subject to the discount provisions of the Ordinance to solicit and to obtain bids from the broadest possible range of LBEs and to ensure that MBEs, WBEs, and OBEs are not arbitrarily excluded from competing for contracts. Departments will encourage prime contractors to expand their pool of subcontractors whenever possible.

L. Diversity Tracking System

1. The Director shall notify all Departments in writing of what information the Department must enter into the Diversity Tracking System and the timeframes for entering the required data into the Diversity Tracking System in order that HRC may effectively monitor against discrimination in City contracting.
2. Departments shall inform the Director when they require training to comply with the Diversity Tracking System reporting requirements.
3. All Departments shall input accurately and completely the required contracting information into the Diversity Tracking System on a timely basis. Data concerning any particular payment issued by a Department shall be entered completely and accurately within 60 days of issuing such payment.
4. Any Department that fails to input accurate and complete contracting information shall be reported to the Mayor and the Board of Supervisors in the Director's Quarterly Report. Consistent failure to input accurate and complete information shall be treated as willful non-compliance under Section 14B.17(J).

V. REPORTING DEADLINES

- Jan. 1 Commencing January 1, 2007 and no later than the first day of every third month thereafter, the Director shall issue a written report to the Board, documenting each City Department's performance under the terms of the Ordinance, including each City Department's progress in meeting LBE goals and ensuring non-discrimination against MBEs, WBEs and OBEs, and the success of each Department's prime contractors in complying with the LBE subcontracting provisions of the Ordinance and ensuring non-discrimination against MBEs, WBEs and OBEs. The report shall also state the level of participation of all categories of LBEs and whether or not each City Department has fully reported all data required by the Ordinance or requested by HRC or the Controller.
- Jan. 1 Commencing January 1, 2007, and every 6 months thereafter, the Director shall issue a written report to the Board, advising on the status of the Bonding and Financial Assistance Program (Section 14B.16 of the Ordinance) and its funding capacity, and analyzing whether that Program is proving to be useful and needed.
- June 30 All departments and contract awarding authorities shall report to the Mayor on their progress in the preceding fiscal year toward the achievement of the LBE goals and their steps to ensure non-discrimination against MBEs, WBEs and OBEs.
- July 1 All departments must input and provide to the Director and the Controller all contracting data on each contract award pursuant to Section 14B.11(A) of the Ordinance. The contract award



data shall consist of LBE goals, good faith efforts, and percentage breakdown of LBE participation, non-LBE participation and joint venture participation.

July 1

The Commission shall submit its annual report to the Mayor and the Board on the progress of the City towards meeting goals of the Ordinance, including identification of problems and specific recommendations for: (1) improving the City's performance in fostering LBE participation in City contracting; and (2) ensuring non-discrimination against MBEs, WBEs, and OBEs. The Commission's report shall include an analysis of the bidding environment in the various industries that participate in City contracts. The report shall also include information concerning compliance by contract awarding authorities with the set-aside funding requirements of Section 14B.13(D).

VI. LBE CERTIFICATION

A. Local Status

1. The business owner(s) must declare under penalty of perjury that the business maintains its principal place of business in San Francisco consistent with Chapter 14B.3(A)(5).
2. The business must submit documentation demonstrating that it has been located and doing business in San Francisco for at least six (6) months preceding its application for certification as an LBE.
3. If a business seeking to be certified has more than one operating location, it must demonstrate that its local office is its principal place of business. It must maintain its principal place of business in a fixed office within the geographic boundaries of the City, where it provides all of the services for which LBE certification is sought, other than work required to be performed at a job site. All businesses, except for suppliers, must demonstrate that the majority of its principals are based in the San Francisco office, and that it pays San Francisco payroll taxes on at least 51% of the total payroll for non-exempt employees.
4. To be certified as a supplier, a business is not required to maintain its principal place of business in San Francisco, but must maintain a fixed office in San Francisco that meets all of the local office requirements other than the principal place of business requirement.
5. All business owners are considered principals for purposes of determining principal place of business.
6. A business must operate from an independent office site, have daily functions, fixtures and equipment and sufficient space necessary to operate the business for which certification is sought.
7. An arrangement for the right to use office space on an 'as needed' basis where there is no office exclusively reserved for the firm does not qualify as an 'office'. The applicant must submit a rental agreement for the office space/home, rent receipt or canceled check. If the office space is owned by the business or applicant, the business must submit property tax or deed statement documenting ownership.
8. The business location, unless located in a residence, must prominently display the name of the firm. A business that is located in a residence and that seeks to be certified as an LBE



Rules and Regulations

must substantiate that none of the owners of the business also maintain an office that is located outside of the home for this business activity.

9. Businesses must submit copies of their annual San Francisco Business Tax Registration Certificate as well as the yearly EZ Form Payroll Statement submitted to the San Francisco Tax Collector Business Tax Section. For businesses having more than one operating location, the business must submit the comparable forms required in those locations.

B. Size

1. A LBE must annually submit complete business Federal Income Tax returns for the past three (3) most recent years. For any business that has been established within the past three (3) most recent years, business owners must substitute their three (3) most recent Individual Income Tax returns. Thereafter, on an annual basis, all LBEs shall submit to HRC a copy of their annual Federal Income Tax Returns and all financial statements in order to support the continuing certified status of that business. All LBEs must submit these documents within thirty (30) days after filing their Federal Income Tax Returns. Failure to provide the appropriate documentation as required under this paragraph may result in suspension of the business certification.
2. Additional documentation relating to financial status, including, but not limited to, audit and financial statements, must be submitted upon request. Failure to provide such documentation may result in suspension of certification.

C. Expertise, Ownership, and Control

1. All business owners shall possess incidents of ownership, such as interest in profit and loss, equal to at least the required ownership interest percentage. They must exercise control of the business, including but not limited to the legal authority to manage business assets, good will and the daily operation of a business consistent with the required ownership interest percentage. All business owners must actively and continuously exercise such authority.
2. All business owners shall contribute capital, equipment and expertise to the business equal to at least the required ownership percentage.
3. All LBEs must submit three (3) recent contracts demonstrating the type of work and expertise for which certification is sought.
4. All LBEs shall possess a valid California license for the type of work it is certified to perform, if such license is required by State law. Where the applicant is a business owned by a single person, it must submit proof of applicable professional licenses as well as proof that the owner is the license qualifier and has the training, education and work experience in that type of business. For businesses that do not require a license, the owner must have training, education and work experience in that type of business.

Where the applicant is a business owned by more than one person, it must submit proof of applicable professional licenses as well as proof that the managing owner is the license qualifier and has the training, education and work experience in that type of business. For businesses that do not require a license, the managing owner must have training, education and work experience in that type of business.



5. Business owners must fully manage and control their business. A business owner may not be employed outside of his/her business by a firm in the same industry. A business owner may be employed part-time in a different industry only if the certified firm employs dedicated personnel to oversee the daily operations of the certified business while the owner is engaged in his/her outside employment.

D. Suppliers

1. In addition to the local office requirements identified above, suppliers must maintain a warehouse in San Francisco that is sufficiently stocked with inventory consistent with their certification.
2. To be eligible for the bid discount, a certified prime supplier must stock the item sought by the City and must take possession and control of the item(s) to be supplied and delivered to the City rather than drop-shipping to the job site.
3. For subcontracting credit, a certified supplier will be given a 60% credit if the firm takes possession of the product and assumes risk of its delivery. Otherwise, if the supplier is serving as a broker or an agent, only 5% of the purchase price will be credited toward the subcontractor participation goal.
4. Equipment rental firms will be given a 60% credit for the rental fee of equipment owned by the equipment rental company.

E. Truckers

1. An LBE trucking entity must possess the appropriate motor vehicle registration, in its own name, for all trucks and/or trailers to be used in the work. LBE trucking entities must park their registered vehicles and trailers within the geographical boundaries of the City.
2. HRC will give sixty percent (60%) credit toward the LBE subcontracting goal, when an LBE-owned trailer is pulled by a non-LBE tractor owner. If the tractor is owned and pulled by an LBE trucker (or its employee), that firm will be credited the full one-hundred percent (100%).

F. Non-discrimination

1. For purposes of ensuring non-discrimination in City contracting and subcontracting, a business seeking LBE certification may also indicate on its certification application whether it is owned (as defined in the Ordinance) by a minority (as defined in the Ordinance) or a woman in order to be certified as an MBE or WBE. MBE and WBE owner(s) must submit evidence of minority or woman status by providing a copy of driver's license, passport, birth certificate or other appropriate documentation. Any business owner that does not submit persuasive documentation of minority or woman status will be certified as an OBE.
2. A business that qualifies to be certified as both MBE and WBE must select to be certified as either MBE or WBE.



VII. NON-PROFIT CERTIFICATION

- A. Non-profit LBEs shall have the status of LBEs for all purposes of this Ordinance, including but not limited to bid/ratings discounts and subcontracting participation credit.

B. Local Status

1. The Director of the non-profit must declare under penalty of perjury that the non-profit maintains its principal place of business in the City and County of San Francisco consistent with Section 14B.6.
2. The non-profit must submit documentation demonstrating that it has been located and doing the same type of business activity as the type(s) for which certification is sought in San Francisco for at least six (6) months preceding its application for certification.
3. If a non-profit seeking to be certified has more than one operating location, it must demonstrate that its local office is its principal place of business. It must maintain its principal place of business in a fixed office within the geographic boundaries of the City, where it provides all of the services for which non-profit certification is sought, other than work required to be performed at a job site. Non-profits must demonstrate that the majority of its paid and volunteer staff are based in the San Francisco office, and that it pays San Francisco payroll taxes on at least 51% of the total payroll for non-exempt employees.
4. To be certified as a non-profit supplier, a non-profit is not required to maintain its principal place of business in San Francisco, but must maintain a fixed office in San Francisco that meets all of the local office requirements other than the principal place of business requirement.
5. A non-profit must operate from an independent office site, have daily functions, fixtures and equipment and sufficient space necessary to operate the business for which certification is sought.
6. An arrangement for the right to use office space on an 'as needed' basis where there is no office exclusively reserved for the firm does not qualify as an 'office'. The non-profit must submit a rental agreement for the office space/home, rent receipt or canceled check. If the office space is owned by the non-profit, the non-profit must submit property tax or deed statement documenting ownership.
7. The non-profit location, unless located in a residence, must prominently display the name of the non-profit. A non-profit that is located in a residence that seeks to be certified must substantiate that there is no other office outside of the residence for the non-profit activities.
8. Non-profits must submit copies of their annual Business Registration Renewal Form as well as the yearly EZ Form Payroll Statement submitted to the San Francisco Tax Collector Business Tax Section. For non-profits having more than one operating location, the non-profit must submit the comparable forms required in those locations.



C. Size

1. A non-profit must annually submit copies of its current filings with State and Federal agencies, including the California Attorney General Form RRF-1, the California Franchise Tax Board Forms 199 and 109, the California Secretary of State Form SI-100 and the Internal Revenue Service Form 990, including Schedule A. For new certification applications, the non-profit enterprise must submit to HRC copies of the above documents and the Form 990 for the previous two fiscal years. Additional documentation relating to financial status, including audit reports and financial statements, must be submitted upon request. Failure to provide the appropriate documentation as required under this paragraph may result in suspension of the business certification. In addition to the above documents, the nonprofit enterprise shall submit to the HRC a copy of its Articles of Incorporation as filed with the California Secretary of State as well as a copy of the IRS determination letter confirming its exempt status under section 501(c)(3) of the Internal Revenue Code.
2. Gross receipts for non-profits shall include all gifts, grants and other revenues from business activities and investments. The non-profit shall submit, as evidence of all gifts, grants and other revenues, a copy of its most recent audited annual financial statement and a copy of its most recent annual report listing sources of charitable contribution, grant funding and other revenues.
3. If a non-profit enterprise loses its federal tax-exempt status, it shall notify HRC. The Director may suspend or revoke its certification.

D. Expertise, Ownership and Control

1. A non-profits must submit three recent contracts outlining the scope of work and expertise for which certification is sought.
2. A non-profit shall demonstrate that it has continuously employed and will continue to employ an individual qualified to perform the type of work for which it seeks certification. A qualified individual possesses a valid California license for the type of work for which certification is sought, if such license is required by State law. Where no such license is required, the qualified individual must have training, education and work experience in the type of work for which certification is sought.
3. A non-profit must notify HRC within 10 days of any change in the employment status of the qualified individual. Failure to do so will result in the decertification of the non-profit for a period of one year.
4. The qualified individual must fully manage and control all of the non-profit's certified work activities in the industry in which it is certified. The qualified individual may not be employed outside of the non-profit by any other non-profit or for-profit enterprise in the same industry. A qualified individual may be employed part-time in a different industry only if the non-profit also employs dedicated personnel to oversee the daily operations of the certified work activities while the qualified individual is engaged in his/her outside employment.



E. Suppliers

1. In addition to the local office requirements identified above, a non-profit supplier must maintain a warehouse in San Francisco that is sufficiently stocked with inventory consistent with its certification.
2. To be eligible for the bid discount, a certified non-profit supplier must stock the item sought by the City and must take possession and control of the item(s) to be supplied and delivered to the City rather than drop-shipping to the job site.
3. For subcontracting credit, a certified non-profit supplier will be given a 60% credit if the non-profit takes possession of the product and assumes risk of its delivery. Otherwise, if the non-profit supplier is serving as a broker or an agent, only 5% of the purchase price will be credited toward the subcontractor participation goal.
4. Non-profit equipment rental firms will be given a 60% credit for the rental fee of equipment owned by the equipment rental company.

F. Truckers

1. A non-profit trucking entity must possess the appropriate motor vehicle registration, in its own name, for all trucks and/or trailers to be used in the work. Non-profit trucking entities must park their registered vehicles and trailers within the geographical boundaries of the City.
2. HRC will give sixty percent (60%) credit toward the LBE subcontracting goal, when an LBE-owned trailer is pulled by a non-LBE tractor owner. If the tractor is owned and pulled by an LBE trucker (or its employee), that firm will be credited the full one hundred percent (100%).

G. Non-discrimination

All certified non-profits will be classified as Other Business Enterprises ("OBEs").

VIII. SFPUC-LBE CERTIFICATION

- A. SFPUC-LBEs shall have the status of LBEs for all purposes of the Ordinance only for construction, specialty construction, construction material suppliers, construction equipment rental firms and trucking services for SFPUC Regional Projects.

LBEs shall have the same status as SFPUC LBEs for SFPUC Regional Projects. SFPUC-LBEs shall not have the status of LBEs for SFPUC or other City Department contracts for architectural and engineering services, professional services or general services or for any other bid, proposal or contract subject to the Ordinance.

B. Location

1. The business owner(s) must declare under penalty of perjury that the business maintains a local office in the SFPUC Water System Service Area as defined by the zip codes attached in Appendix A.



2. The business must submit documentation demonstrating that it has been located and doing business in the SFPUC Water System Service Area for at least six (6) months preceding its application for certification as a SFPUC-LBE.
3. A business must operate from an independent office site, have daily functions, fixtures and equipment and sufficient space necessary to operate the business for which certification is sought.
4. An arrangement for the right to use office space on an 'as needed' basis where there is no office exclusively reserved for the firm does not qualify as an 'office'. The applicant must submit a rental agreement for the office space/home, rent receipt or canceled check. If the office space is owned by the business or applicant, the business must submit property tax or deed statement documenting ownership.
5. The business location, unless located in a residence, must prominently display the name of the firm. A business that is located in a residence and that seeks to be certified as a SFPUC-LBE must substantiate that none of the owners of the business also maintain an office that is located outside of the home for the same type of business activity.
6. SFPUC-LBEs must submit copies of their annual San Francisco Business Tax Registration Certificates, if applicable.

C. Size

1. A SFPUC-LBEs must annually submit complete business Federal Income Tax returns for the past three (3) most recent years. For any business that has been established within the past three (3) most recent years, business owners must substitute three (3) most recent Individual Income Tax returns. Thereafter, on an annual basis, all SFPUC-LBEs shall submit to HRC a copy of their annual Federal Income Tax Returns and all financial statements in order to support the continuing certified status of that business. All SFPUC-LBEs must submit these documents within 30 days after filing their Federal Income Tax Returns. Failure to provide the appropriate documentation as required under this paragraph may result in suspension of the business certification.
2. Additional documentation relating to financial status, including, but not limited to, audit and financial statements, must be submitted upon request. Failure to provide such documentation may result in suspension of certification.

D. Expertise, Ownership, and Control

1. All business owners shall possess incidents of ownership, such as interest in profit and loss, equal to at least the required ownership interest percentage. They must exercise control of the business, including but not limited to the legal authority to manage business assets, good will and the daily operation of a business consistent with the required ownership interest percentage. All business owners must actively and continuously exercise such authority.
2. All business owners shall contribute capital, equipment and expertise to the business equal to at least the required ownership percentage.



Rules and Regulations

CITY AND COUNTY OF SAN FRANCISCO HUMAN RIGHTS COMMISSION

3. All SFPUC- LBEs must submit three (3) recent contracts outlining the scope of work and expertise for which certification is sought.
4. All SFPUC-LBEs shall possess a valid California license for the type of work it is certified to perform, if such license is required by State law. Where the applicant is a business owned by a single person, it must submit proof of applicable professional licenses as well as proof that the owner is the license qualifier and has the training, education and work experience in that type of business. For businesses that do not require a license, the owner must have training, education and work experience in that type of business.

Where the applicant is a business owned by more than one person, it must submit proof of applicable professional licenses as well as proof that the managing owner is the license qualifier and has the training, education and work experience in that type of business. For businesses that do not require a license, the managing owner must have training, education and work experience in that type of business.

5. Business owners must fully manage and control their business. A business owner may not be employed outside of his/her business by a firm in the same industry. A business owner may be employed part-time in a different industry only if the certified firm employs dedicated personnel to oversee the daily operations of the certified business while the owner is engaged in his/her outside employment.

E. Suppliers

1. In addition to the local office requirements identified above, a SFPUC-LBE supplier must maintain a warehouse in the SFPUC Water System Service Area as defined by the zip codes identified in Appendix A. It must be sufficiently stocked with inventory consistent with its certification.
2. To be eligible for the bid discount, a certified SFPUC-LBE prime supplier must stock the item sought by the City and must take possession and control of the item(s) to be supplied and delivered to the City rather than drop-shipping to the job site.
3. For subcontracting credit a SFPUC-LBE supplier will be given a 60% credit if the firm takes possession of the product and assumes risk of its delivery. Otherwise, if the SFPUC-LBE supplier is serving as a broker or an agent, only 5% of the purchase price will be credited toward the subcontractor participation goal.
4. SFPUC-LBE Equipment rental firms will be given a 60% credit for the rental fee of equipment owned by the equipment rental company.

F. Truckers

1. A SFPUC-LBE trucking entity must possess the appropriate motor vehicle registration, in its own name, for all trucks and/or trailers to be used in the work. SFPUC-LBE trucking entities must park their registered vehicles and trailers within the geographical boundaries of the SFPUC Water System Service Area as defined by the zip codes identified in Appendix A.



2. HRC will give sixty percent (60%) credit toward the LBE subcontracting goal, when a LBE-owned trailer is pulled by a non-LBE tractor owner. If the tractor is owned and pulled by a LBE trucker (or its employee), that firm will be credited the full one hundred percent (100%).

G. Non-discrimination

1. For purposes of ensuring non-discrimination in City contracting and subcontracting, businesses seeking SFPUC-LBE certification may also indicate on their certification application whether they are owned in principal part by a minority (as defined in Chapter 14B.4) or a woman in order to be certified as an MBE or WBE. MBE and WBE owner(s) must submit evidence of minority or woman status by providing a copy of driver's license, passport, birth certificate or other appropriate documentation. Any business owner that does not submit persuasive documentation of minority or woman status will be certified as an OBE.
2. A business that qualifies to be certified as both MBE and WBE must select to be certified as either MBE or WBE.

IX. AUDITS, CERTIFICATION-RENEWAL PERIODS, AND RECERTIFICATION APPLICATION

- A. A certification may be audited at any time to ensure eligibility. Certification may be suspended and/or revoked after an audit is performed. Loss of a license will result in immediate suspension until the license is re-instated. A firm will be permitted to contest a suspension within three (3) business days of being notified.
- B. Certification renewal is generally granted for a period of three (3) years, or for such shorter times as may be warranted.
- C. A certified business is required to notify HRC in writing within 10 days of any possible relevant change affecting its certification eligibility, such as size, location, ownership or employment of a qualified individual, control, telephone/fax numbers, licenses and/or work category. Failure to do so may result in suspension or revocation before the certification period expires.
- D. A prime contractor or subcontractor must be certified at the time of the bid submission to qualify for a bid discount or to be counted towards meeting the subcontracting goal. Any certification that is, or has been, suspended, or is in the process of appealing the Director's denial of certification, suspension or revocation shall not be considered eligible for a bid/rating discount or be counted toward the subcontracting goal for any bid submission until the appeal process is finalized.
- E. To be recertified, a business must submit a recertification application accompanied by a sworn affidavit attesting to the accuracy and truthfulness of the information provided. All applicants are required to submit the following documents: Copies of current licenses and annual Federal Income Tax forms or the IRS Form 990, including Schedule A as appropriate.
- F. HRC may request any other document it considers necessary to determine eligibility for recertification.



X. APPEAL PROCEDURES FOR DENIALS, SUSPENSIONS, AND REVOCATIONS OF LBE CERTIFICATION

- A. Pursuant to Section 14B.17(E) of the Ordinance, whenever the Director proposes to deny an application for, suspend, or revoke the certification of a business, the Director shall notify the applicant or certified business in writing of the basis for the denial, suspension, or revocation. For denials and revocations, the Director shall notify the business of the date on which the business will be eligible to reapply for certification. The Director shall provide the applicant or certified business with an opportunity to be heard before a final determination is made. The opportunity to be heard shall be granted only if the business so requests, in writing, within three (3) business days of receipt of the notification of the denial, suspension or revocation of certification. For a denial or revocation, the Director shall require a business to wait at least six (6) months, but not more than two (2) years before reapplying for certification in the same category.
- B. Pursuant to Section 14B.17(H) of the Ordinance, the Commission shall hear appeals challenging the Director's denial or revocation of LBE certification. Such appeal must be filed with the Commission within three (3) business days following the Director's decision. The hearing procedures contained in these Rules shall apply. The Commission may sustain, reverse or modify the Director's determination, or take such other action to effectuate the purpose of the Ordinance. Unless the Commission so orders, an appeal shall not stay the Director's determination. The Commission's decision shall be final and shall be made a public record.

XI. JOINT VENTURES FOR PROFESSIONAL SERVICES AND ARCHITECT/ENGINEERING CONTRACTS

- A. The joint venture bid/rating discount is available only for Professional Services and Architect/Engineering contracts. A business that is bidding or competing for Professional Services or Architect/Engineering contracts may associate with a certified LBE to compete for contracts as a joint venture. A joint venture should be between two entities with the same discipline or license as required by the awarding department. Joint ventures receive bid/rating discounts depending upon the LBE percentage of participation as set forth in Section 14B.7(F) of the Ordinance.
- B. Each joint venture partner must clearly define the portion of the work it will perform during the project. The work performed by the LBE partner(s) must be the type of work the LBE(s) performs in the normal course of its business and is certified by HRC to perform. The HRC Joint Venture Form must specify which project bid items will be performed by each individual joint venture partner.
- C. Each member of the joint venture must perform a "commercially useful function" as that term is defined by Section 14B.2 of the Ordinance. An LBE that relies on the resources and personnel of a non-LBE firm will not be deemed to perform a "commercially useful function."
- D. Unless permission is granted by the Director for good cause shown, the following actions are prohibited: i) the non-LBE partner performing work the LBE partner is responsible for; ii) leasing of equipment or property by the LBE partner from the non-LBE partner; and iii) the hiring of the non-LBE partner's employees by the LBE partner.
- E. Responsibilities of the LBE partner:
1. The LBE partner must share in the ownership, control, management responsibilities, risks, and profits of the joint venture in proportion to its level of participation in the project.



2. The LBE partner must perform work that is commensurate with its experience.
3. The LBE partner must use its own employees to perform its portion of the project.
- F. The joint venture must submit the HRC Joint Venture Form. A joint venture must also submit a joint venture management plan and a joint venture agreement, including but not limited to the following:
 1. A detailed explanation of the financial contribution of each partner.
 2. A list of the personnel used by each partner.
 3. A detailed breakdown of the specific duties and responsibilities of each partner (include an organizational chart).
 4. An explanation of how the profits and losses will be distributed.
 5. Any management or incentive fees available for any one of the partners.
 6. A written statement on how decisions will be made for work distribution between and among the partners and subcontractors.
 7. The location of the joint venture office.
- G. HRC must first approve the joint venture management plan before the joint venture is eligible for a bid/rating discount. Any changes in the joint venture management plan must also receive the prior approval of HRC.
- H. A proposer requesting a joint venture bid/rating discount shall supply HRC with all such additional information, as HRC may deem relevant in order to make a determination of the joint venture's eligibility for the discount.

XII. PROCEDURES FOR GRANTING OF WAIVERS

- A. Pursuant to Section 14B.7(J), the Director shall waive the LBE bid discount under the following circumstances:
 1. Sole Source waivers. Whenever the Director finds, with the advice of the Contract Awarding Authority and the Office of Contract Administration, that needed goods or services are available from a sole source that is qualified to do business with the City.
 2. Emergency contract waivers. If the Contract Awarding Authority certifies in writing to the Director, prior to the Controller's contract certification, that the contract is being awarded under the emergency provisions of Administrative Code Section 6.60 or Administrative Code Section 21.15 and that there is either (i) no time to apply bid/rating discounts or establish subcontracting goals, or (ii) no immediately available LBEs that are capable of performing the emergency work. Departments are encouraged to keep lists of LBEs to use in emergency situations.
- B. Section 14B.8(A) of the Ordinance gives the Director the power to waive LBE subcontractor participation goals for a contract.
 1. A request to the LBE subcontracting goal for a contract must be submitted, in writing, to the Director at least ten (10) business days prior to the solicitation of bids.
 2. The Director may grant a waiver of the LBE subcontractor participation goal where the Contract Awarding Authority establishes that it anticipates that there are no subcontracting



opportunities, or there are not sufficient LBEs available to perform the subcontracting work available on the contract.

- C. A request for a sole source or subcontracting goal waiver must be submitted prior to the award of a contract (except in the case of an emergency). No sole source or subcontracting goal waiver will be granted retroactively once a contract has been awarded.
- D. HRC shall respond to sole source or subcontracting goal waiver requests within ten (10) business days after receipt of the request. If HRC has not responded to the Department within ten (10) business days, the request will be deemed granted.
- E. If a sole source or subcontracting goal waiver request is denied, the Director's decision is final.
- F. A request for a waiver must be submitted on a waiver request form, which is available on the City's Intranet. The form must be filled out completely and the requested documentation attached.
- G. For all sole source contracts, or contracts where the LBE subcontracting goal was waived, the department shall obtain HRC approval prior to any modification. The Director shall intervene in the modification process to correct any discriminatory practices if he/she finds that the Department is attempting to circumvent the bid/rating discount or subcontracting requirements of the Ordinance through the modification.

XIII. PROCEDURES FOR CONTRACT MODIFICATIONS

- A. Pursuant to Section 14B.13(A)(10) of the Ordinance, it is the responsibility of the Contract Awarding Authority to provide the Director with written notice of all contract amendments, modifications, supplements and change orders that cumulatively result in an increase or decrease of the contract's dollar amount of more than ten percent (10%). Such notice shall be provided within ten (10) days of each such contract modification.
- B. Pursuant to Section 14B.13(A)(12) of the Ordinance, all contract amendments, modifications, supplements and/or change orders that cumulatively increase by more than twenty percent (20%) the dollar value of any contract originally valued at \$50,000 or more shall be subject to prior approval of the Director. The Director shall not approve any proposed amendments, modifications, supplements and/or change orders that unreasonably exclude LBEs from new contracting opportunities. The Department must submit to the Director an HRC Contract Modification Approval Form and include:
 - 1. copies of all prior contract amendments, modifications, supplements, and/or change orders for the relevant contract;
 - 2. a spreadsheet with a breakdown of the list of contractors and subcontractors working on the change order with the contract dollars for each individual firm(s); and
 - 3. a revised HRC Contract Participation Form, completed and executed by the prime contractor.
- C. Upon receipt of all the required documentation, the Director shall provide the requesting Department his/her determination regarding the proposed amendments, modifications, supplements, or change orders within ten (10) business days of HRC's receipt of such documentation. If the Director fails to respond to the request within the specified time frame, the modification shall be deemed approved.
- D. The Contract Awarding Authority and prime contractor must both obtain HRC approval prior to removing an LBE subcontractor(s) or adding additional subcontractor(s).



XIV. PROGRESS PAYMENTS

Each prime contractor's payment request submitted to the Contract Awarding Authority shall be accompanied by the HRC Progress Payment Form. Within ten (10) days following receipt of a progress payment, the prime contractor shall submit to the Contract Awarding Authority the HRC Payment Affidavit.

XV. NON-COMPLIANCE BY BIDDERS AND CONTRACTORS

A. Investigations initiated by the Director

1. Whenever the Director has cause to believe that a bidder, contractor, certified business or applicant for certification has violated any of the requirements of the Ordinance, these Rules and Regulations, or contract provisions pertaining to LBE participation, the Director shall have authority to (a) resolve the matter through conference and conciliation and/or (b) investigate, issue findings of noncompliance, and impose sanctions.

B. Complaints of Noncompliance

1. Complaints by City Officials or Aggrieved Parties

Any Contract Awarding Authority, agency, board or commission of the City and County of San Francisco, or any persons ("Complainant") claiming to be aggrieved by a bidder, contractor, certified business or applicant for certification or City Department's noncompliance with the Ordinance may request the Director to initiate an investigation (under Rule XV.A) by submitting a written complaint setting forth the alleged violations.

2. Form of Complaint

Complaints must be signed by the Complainant or its authorized representative and must contain at least the following information: (a) Complainant's identity and address (including phone number), (b) identity of alleged non-complying party with address and phone number, if known, and (c) a detailed description of the act or acts considered to be a violation.

3. Incomplete Information

Where a complaint contains incomplete information, the Director shall notify Complainant of the necessary missing information. If required information is not furnished or its absence explained to the satisfaction of Director within ten (10) business days of such request, the Director may close the matter without further investigation.

4. Place of Filing

The complaint may be presented in person or delivered by mail addressed to the Director at the Commission office.

5. Timeliness of Complaint

Complaints alleging noncompliance must be filed as soon as practicable to enable the Director to investigate and impose appropriate sanctions. The Director may dismiss without investigation any complaint that, in the Director's sole discretion, is untimely, and shall, in any event, dismiss any complaint based on alleged violations occurring more than within ninety (90) days prior to the date of the complaint, unless the Director finds good cause to excuse the delay. The Director shall notify Complainant in writing where the Director has determined to dismiss a complaint as untimely. Complainant may appeal the Director's decision to the Commission under Rule XVI.



6. Withdrawal of Complaint

A Complainant may withdraw a complaint by submitting to the Director a written declaration, sworn under penalty of perjury, that the complaint is withdrawn. However, withdrawing a complaint does not limit or prevent the Director, where warranted, from investigating the matter under Rule XV.A.

7. Resolution of Complaint

The Director shall evaluate, resolve through conference and conciliation, and/or investigate each complaint and issue a written determination within ninety (90) days, or such additional time as the Director for good cause shall determine is required, of the date the complaint is filed, or investigation initiated by the Director, as follows:

- a. If the Director determines that the allegations, if true, would not constitute a violation of any of the requirements of the Ordinance, these Rules and Regulations, or contract provisions pertaining to LBE participation, the Director shall promptly so notify any Complainant in writing and summarily close the investigation.
- b. If the Director resolves the matter through conference and conciliation, the Director shall promptly notify any Complainant, with copies to the Department and/or the affected bidder, contractor, certified business or applicant for certification.
- c. If the investigation shows no violation of any of the requirements of the Ordinance, these Rules and Regulations, or contract provisions pertaining to LBE participation, the Director shall promptly notify any Complainant, with copies to the Department and/or the affected bidder, contractor, certified business or applicant for certification.
- d. If the investigation establishes that a bidder, contractor, certified business or applicant for certification violated any of the requirements of the Ordinance, these Rules and Regulations, or contract provisions pertaining to LBE participation, and the Director determines that the matter cannot be resolved through conference and conciliation, or attempts to resolve the matter through conference and conciliation fail, the Director shall promptly so notify any Complainant, affected bidder, contractor, certified business or applicant for certification, with copies to the Department and shall initiate Administrative Sanctions Procedures as provided in Rule XVI.
- e. The Director's decision to close a complaint without imposing sanctions under Section 7(a) or (c) above may be appealed to the Commission under Rule XVI. The Director's decision to close a complaint resolved through conference and conciliation under Section (b) or (d) is final and not subject to appeal to the Commission. A Director's determination that a bidder, contractor, certified business or applicant for certification violated any of the requirements of the Ordinance, these Rules and Regulations, or contract provisions pertaining to LBE participation is subject to the Administrative Sanctions Procedures in Rule XVI.

XVI. ADMINISTRATIVE SANCTION PROCEDURES

- A. Within twenty (20) days of the completion of an investigation where the Director determines that a bidder, contractor, certified business or applicant for certification violated any of the requirements of the Ordinance, these Rules and Regulations, or contract provisions pertaining to LBE participation, and the Director determines that the matter cannot be resolved through



conference and conciliation, or, if the Director attempts to resolve the violation(s) through conference and conciliation but such attempts fail, within twenty days of such failure, the Director shall issue written Counts and Allegations setting forth the basis for the Director's determination and imposing appropriate sanctions as provided in the Ordinance.

B. Service of the Counts and Allegations

The Director shall serve the Counts and Allegations on each named individual person or business entity determined to have violated the Ordinance in a manner ensuring confirmation of delivery. For example, service may be achieved by United States Postal Service certified mail, return receipt requested or with other delivery confirmation, hand delivery (messenger service) or other commercial delivery service that provides written confirmation of delivery. The Director may, but is not required to, serve copies of the Counts and Allegations on any Complainant, Contract Awarding Authority, or other interested city official. The Director shall append to the Counts and Allegations a photocopy of this Rule XVI. Failure to append this Rule XVI, however, shall not affect the force or validity of the Counts and Allegations.

C. Request for a Hearing

Within fifteen (15) days after receipt of the Counts and Allegations, any individual person or business entity named in the Counts and Allegations may submit a written request for an administrative hearing. Such a request may be made through counsel or other authorized representative. Any such request shall be filed with the Director.

D. Failure to Respond to the Counts and Allegations

Failure of any individual person or business entity named in the Counts and Allegations to submit to the City a written request to be heard within the time required by this Chapter, or failure of any individual person or business entity named in the Counts and Allegations or that person or entity's representative to appear for a requested hearing that has been duly noticed, shall be deemed admission by that person or entity to the Counts and Allegations. In accordance with the procedures set forth below, the Director shall present evidence in support of the sanctions imposed to the appointed hearing officer and the hearing officer shall make a determination on such evidence.

E. Hearing by Commission or Hearing Officer

The Director shall promptly notify the Chair of the Commission of a written request for a hearing under Rules XVI.C. The Commission shall (a) hold a hearing on the matter, (b) appoint a hearing officer, or (c) request the Controller to appoint a hearing officer. Any such hearing officer shall hold an evidentiary hearing and recommend a decision to the Commission on the matter, provided that the Commission may adopt, reject, adopt with modifications, the hearing officer's recommended decision and take any additional action as may effectuate the purposes of the Ordinance.

F. Appointment of Hearing Officer

1. Unless the Commission hears the matter without a hearing officer, no later than the first Commission meeting after receipt of a request for an administrative hearing for which such



request may be properly noticed for action on a meeting agenda, or, in the case that the Commission acts to request the Controller to appoint a hearing officer, fifteen (15) days after the Commission action authorizing such request, the Commission or the Controller shall appoint a hearing officer and notify each individual person or business entity named in the Counts and Allegations and the Director of the appointment.

2. The notice of appointment shall include the name of the hearing officer. Each individual person or business entity named in the Counts and Allegations or the Director may object to the appointed hearing officer within five business days of the notification. If the Commission or Controller, at the Commission or Controller's sole discretion, appoints a new hearing officer, then the Commission or Controller, as applicable, shall notify each individual person or business entity named in the Counts and Allegations and the Director as soon as practicable but not more than fifteen (15) days after receipt of the objection.

G. Pre-Hearing Procedure

1. Within fifteen (15) days of his/her appointment, the hearing officer shall notify each individual person or business entity named in the Counts and Allegations and the Director of the scheduled hearing date. The hearing date shall be set at the hearing officer's sole discretion, except the hearing must commence within 120 days of the date the Director served the Counts and Allegations. The hearing officer may extend the 120-day period only upon good cause shown; recognizing that proceeding as expeditiously as possible is in the public's best interests.
2. Discovery pursuant to the California Code of Civil Procedure is not applicable to this administrative proceeding.
3. The hearing officer may, in his/her sole discretion, direct the persons or business entities named in the Counts and Allegations and the Director to submit in advance of the hearing, statements, legal analyses, lists of witnesses, exhibits, documents or any other information the hearing officer deems pertinent to the determination of noncompliance or sanctions. The hearing officer may request the respective parties to submit rebuttals to such information. The hearing officer may limit the length, scope or content of any such statement, analysis, list, rebuttal, document, or other requested information. The hearing officer shall set firm due dates for all written presentations.
4. If the hearing officer determines, with the written agreement of each individual person or business entity named in the Counts and Allegations and the Director, that the hearing shall be by written presentation, all final writings shall be due no later than 120 days of the date the Director served the Counts and Allegations, unless the hearing officer extends the 120-day period only upon good cause shown.

H. Hearings and Determinations

1. Hearings may occur in person or in writing, as set forth in the foregoing Section XVI.G.4. If the hearing is to occur in person, the hearing officer shall specify the time and place for the Director to present the case and for the persons or business entities named in the Counts and Allegations to rebut the charges. The hearing officer may, in his/her sole discretion, allow offers of proof, set time limitations and limit the scope of evidence presented based on relevancy. Each side shall be entitled to call witnesses, and the hearing officer may allow



cross-examination of witnesses. The hearing officer may ask questions of any party for the purpose of reaching a determination.

2. The hearing officer shall consider the evidence submitted by the Director and the persons or business entities named in the Counts and Allegations. Within 15 days of the hearing, or of the date final written presentations are due, the hearing officer shall issue his/her Findings and Recommendations. The hearing officer shall serve the Findings and Recommendations on the Director, the persons or business entities named in the Counts and Allegations and/or their respective counsel or authorized representatives, and shall submit the same to the Commission and, if appointed by the Controller, to the Controller.

I. Exceptions to the Recommended Decision

Within fourteen (14) business days after receipt of the hearing officer's Findings and Recommendations, persons or business entities named in the Counts and Allegations, the Director, and/or any person claiming to be aggrieved by the Findings and Recommendations may submit exceptions to said recommendation to the Commission. These exceptions may be responded to by other parties within fourteen (14) business days of their receipt by said parties. All exceptions and responses shall be filed with the Commission and served as provided in Section XVI.B above, simultaneously on all parties to the proceeding. The Chair of the Commission shall grant additional time in which to file exceptions and/or responses only (i) when such requests are made in writing, (ii) are submitted at least three (3) business days before any exception or response is due, and (iii) upon good cause shown, and with the objective of proceeding as expeditiously as possible.

- J. After the expiration of the time for filing briefs and exceptions, the Commission shall place on its Commission agenda for action, and thereafter, take action to make a final decision on the basis of the record. The Commission may request or permit oral argument by the parties in any manner determined by the Commission apart from any right to public comment provided by state and local law, where the Commission, in its sole discretion, decides that such argument may aid in the resolution of the issues. The record shall consist of the record for the recommended decision, the rulings and recommended decision of the hearing officer, any exceptions and briefs filed subsequent to the hearing officer's decision, oral argument, if any, and public comment, if any.
- K. After hearing oral argument, if such argument is permitted, and after full consideration of the record, the Commission shall vote to adopt, reject, or adopt with modifications the hearing officer's recommended decision concerning the Director's Findings and sanctions. The Commission may take such additional action as will effectuate the purposes of the Ordinance and its decision shall be the final administrative determination by the City in the matter.

XVII. CITYWIDE BONDING AND FINANCIAL ASSISTANCE PROGRAM

Pursuant to Chapter 14B.16(A)(6)(b), each department authorized to contract for public works or improvements pursuant to San Francisco Administrative Code Chapter 6 may commit to the Citywide Bonding and Financial Assistance program ("Program") up to ten percent (10%), but not less than one percent (1%), of the budget for every public work or improvement undertaken. Funding for the Program will be contributed from individual departments on a project-by-project basis. Prior to the advertisement of an individual public works contract, the HRC Director, in consultation with each individual Department and the Program Administrator, shall establish the percentage to be applied to the Department's public works contract using the following criteria:



Rules and Regulations

CITY AND COUNTY OF SAN FRANCISCO
HUMAN RIGHTS COMMISSION

- a) project budget;
- b) source and flexibility of funding;
- c) size of the project;
- d) scope of work; and
- e) the LBE subcontracting goal.

Participating Departments will include the contribution to the Citywide Bonding and Financial Assistance Program as part of the contingency budget for its individual projects.



APPENDIX A

The SFPUC Water System Service Area is defined by the following cities/zip codes and may be amended by the SFPUC from time to time.

Tuolumne County

<u>City</u>	<u>Zip Code</u>
Big Oak Flat	95305
Chinese Camp	95309
Cold Springs	95335
Columbia	95310
Dardanelle	95314
Groveland	95321
Jamestown	95327
Long Barn	95335
Mi Wuk	95346
Moccasin	95347
Pinecrest	95325 / 95364
Sonora	95370 / 95373
Soulsbyville	95372
Standard	95373
Strawberry	95375
Tuolumne	95379
Twaine Harte	95383

Mariposa County

<u>City</u>	<u>Zip Code</u>
Cathay's Valley	95306
Coulterville	95311
El Portal	95318
Hornitos	95325
Fish Camp	93623
Mariposa	95338
Midpines	95345
Tuolumne Meadows	95389
Wawona	95389
Yosemite	95389

Stanislaus County

<u>City</u>	<u>Zip Code</u>
Ceres	95307
Crows Landing	95313
Del Rio	95356
Denir	95316
Empire	95319
Grayson	95363
Gustine	95322
Hickman	95323
Hughson	95326
Keyes	95828
La Grange	95329
Modesto	95350 / 95351 / 95352 / 95353 / 95354 / 95355 / 95356 / 95357 / 95358 / 95397
Newman	95347 / 95350 / 95353 / 95355 / 95358 / 95360



Rules and Regulations

CITY AND COUNTY OF SAN FRANCISCO HUMAN RIGHTS COMMISSION

<u>City</u>	<u>Zip Code</u>
Oakdale	95361
Paterson	95363
Riverbank	95367
Salida	95368
Turlock	95380 / 95381 / 95382
Waterford	95386
Westley	95387

San Joaquin County

<u>City</u>	<u>Zip Code</u>
Acampo	95220
Clements	95227
Escalon	95320
Farmington	95230
French Camp	95231
Galt	95632
Holt	95234
Lathorp	95330
Linden	95236
Lockeford	95237
Lodi	95240 / 95241 / 95242
Lyoth	95296
Manteca	95336 / 95337
Mountain House	95391
Ripon	95366
Stockton	95201 / 95202 / 95203 / 95204 / 95205 / 95206 / 95206 / 95207 / 95208 / 95210 / 95211 / 95212 / 95213 / 95215 / 95219 / 95267 / 95269 / 95296 / 95297
Tracy	95304 / 95376 / 95377 / 95378 / 95391
Vernalis	95385
Victor	95253
Woodbridge	95258
Thorton	95686

Alameda County

<u>City</u>	<u>Zip Code</u>
Alameda	94501 / 94502
Castro Valley	94546 / 94552
Fremont	94536 / 94537 / 94538 / 94539 / 94555
Hayward	94540 / 94541 / 94542 / 94543 / 94544 / 94545 / 94557
Livermore	94550 / 94551
Newark	94560
Pleasanton	94566 / 94588
Sunol	94586
Union City	94587

San Mateo County

<u>City</u>	<u>Zip Code</u>
Atherton	94027
Belmont	94002
Brisbane	94005
Burlingame	94010 / 94011
Daly City	94013 / 94014 / 94015 / 94016 / 94017
El Granada	94018

CITY AND COUNTY OF SAN FRANCISCO
HUMAN RIGHTS COMMISSION

Rules and Regulations



<u>City</u>	<u>Zip Code</u>
Half Moon Bay	94019
La Honda	94020
Loma Mar	94021
Menlo Park	94025 / 94026
Millbrae	94030
Montara	94037
Moss Beach	94038
Pacifica	94044
Pescadero	94060
Portola Valley	94028
Redwood City	94061 / 94062 / 94063 / 94064 / 94065
San Bruno	94066
San Carlos	94070
San Francisco	94128
San Gregorio	94074
San Mateo	94401 / 94402 / 94403 / 94404 / 94497
South SF	94080 / 94083 / 94099

Santa Clara County

<u>City</u>	<u>Zip Code</u>
Alviso	95002
Campbell	95008 / 95009 / 95011
Coyote	95013
Cupertino	95014 / 94015
Los Altos	94022 / 94023 / 94024
Milpitas	95035 / 95036
Mount Hamilton	95140
Mountain View	94035 / 94039 / 94040 / 94041 / 94042 / 94043
Palo Alto	94301 / 94302 / 94303 / 94304 / 94305 / 94306 / 94309
San Jose	95101 / 95103 / 95106 / 95108 / 95109 / 95110 / 95111 / 95112 / 95113 / 95115 / 95116 / 95117 / 95118 / 95119 / 95120 / 95121 / 95122 / 95123 / 95124 / 95125 / 95126 / 95127 / 95128 / 95129 / 95130 / 95131 / 95132 / 95133 / 95134 / 95135 / 95136 / 95138 / 95139 / 95141 / 95148 / 95150 / 95151 / 95152 / 95153 / 95154 / 95155 / 95156 / 95157 / 95158 / 95159 / 95160 / 95161 / 95164 / 95170 / 95172 / 95173 / 95190 / 95191 / 95192 / 95193 / 95194 / 95196
Santa Clara	95050 / 95051 / 95052 / 95053 / 95054 / 95055 / 95056
Stanford	94305
Sunnyvale	94085 / 94086 / 94087 / 94088 / 94089

ATTACHMENT 4
PROJECT WORK PLAN OUTLINE

SFGH PROGRAM REBUILD PROJECT

PROJECT WORK PLAN OUTLINE

Project Engagement Initiation- All Increments

Activity I:

- ❖ Define scope of work.
- ❖ Develop Work Plan.
- ❖ Kick off meeting with key personnel.
- ❖ Tour San Francisco General Hospital Medical Center (SFGHMC) and project site.
- ❖ Compile project data: Current Institutional Master Plan, site survey, plot plans (topographic and site utilities), legal description, mechanical and electrical engineering data, geotechnical report, current EIR documentation, City of San Francisco planning regulations, City of San Francisco Master Plan, SFGHMC space standards, SFGHMC Site Feasibility Study, SFGHMC Building Program Document.
- ❖ Compile City of San Francisco Planning and regulatory guidelines
- ❖ Develop and present preliminary project schedule.
- ❖ Determine composition of Steering Committee and user groups.

Existing Campus Evaluation- All Increments

Activity II:

- ❖ Review EIR Issues
- ❖ Familiarize with existing campus physical conditions, infrastructure, and constraints, through site visits, review current SFGHMC Master Plan and other available site documentation, and meeting with facilities personnel.

- ❖ Assess the available open land for future building development and landscaping.
- ❖ Preliminary assessment of historical resources.
- ❖ Evaluate existing campus utility systems and identify the critical issues.

Site / Utility Master Plan (Increment 1 & 2)

Concept Plan for Site / Utility Master Plan Packages

Activity III: Site / Utility Master Plan Development for Increment 1 and 2

- ❖ Establish preliminary assumptions and requirements.
- ❖ Develop Concept Options for Site / Utility Master Plan
- ❖ Develop Phasing Assumptions for Site / Utility Master Plan
- ❖ Cross Check / Evaluate Impact of Options with LEED, EIR and SFGH Operations
- ❖ Review Options and Phasing with SFGH for Selection
- ❖ Site / Utility Master Plan Development – Separate Scope of Work into Increment Packages
- ❖ Review and Approval by SFGHMC
- ❖ Completion of Site / Utility Master Plan Development

Activity IV: Develop Increment Package 1 – Site Development / Utilities

- ❖ Workshop Meetings with SFGH Facilities
- ❖ Cross Check with LEED, Historical Resources, SF Planning and Neighborhood Design Groups
- ❖ Complete Increment Package A Package
- ❖ Submit to SFGH Steering Committee for Review and Approval
- ❖ Update Cost Estimate Projections
- ❖ Submit to City Authorities having Jurisdiction

Activity V: Develop Increment Package 2 – Utility Plan- 50% CD Package

- ❖ Workshop Meetings with SFGH Facilities
- ❖ Cross Check with LEED, Energy Resources and Building Design
- ❖ Complete Increment Package IB Package – 50% CD Package
- ❖ Submit to SFGH Steering Committee for Review and Approval
- ❖ Update Cost Estimate Projections

Activity VI: Develop Increment Package 2 – Utility Plan- OSHPD Permit Submittal Package

- ❖ Workshop Meetings with SFGH Facilities
- ❖ Cross Check with LEED, Energy Resources and Building Design
- ❖ Complete Increment Package IB Package – OSHPD Permit Submittal
- ❖ Submit to SFGH Steering Committee for Review and Approval
- ❖ Update Cost Estimate Projections
- ❖ Submit to OSHPD for Plan Review and Approval

Plan Review / Coordination

Activity VII: City Plan Review Increment Package 1 – Site Development / Utilities

- ❖ Coordination of Permit Submittal Package
- ❖ Permit Submittal Comments from City
- ❖ Submittal to OSHPD for Review
- ❖ Respond to Backcheck Comments and complete Backcheck Resubmittal Package
- ❖ Permit Approval from City
- ❖ Permit Approval from OSHPD

Activity VIII: OSHPD Plan Review Increment Package 2 – Utility Plan

- ❖ Coordination of Permit Submittal Package
- ❖ Permit Submittal Comments from OSHPD
- ❖ Respond to Comments and complete Backcheck No. 1 Package
- ❖ Coordination of Backcheck No. 1 Submittal Package – Submittal to OSHPD
- ❖ Backcheck No. 1 Comments from OSHPD
- ❖ Respond to Comments and complete Backcheck No. 2 Package
- ❖ Coordination of Backcheck No. 2 Submittal Package – Submittal to OSHPD
- ❖ Backcheck No. 2 Comments from OSHPD
- ❖ Respond to Comments and complete Backcheck No. 3 Package
- ❖ Coordination of Backcheck No. 2 Submittal Package – Submittal to OSHPD
- ❖ Permit Approval from OSHPD

Bidding / Construction Administration

Activity IX: Bidding

- ❖ Prepare Construction Documents for Bidding Phase
- ❖ Pre-Bid Conference
- ❖ Review and Respond to Pre-Bid RFI's
- ❖ Complete Addendum in response to Pre-Bid RFI's
- ❖ Review Bid Documentation
- ❖ Prepare Instructional Bulletin (IB) No. 1 for OSHPD for scope of work changes for Pre-Bid RFI's
- ❖ Instructional Bulletin No. 1 Comments from OSHPD

- ❖ Respond to Comments and complete IB No. 1 Backcheck No. 1 Package
- ❖ IB No. 1 Backcheck No. 1 – Submittal to OSHPD
- ❖ Instructional Bulletin No.1 Permit Approval from OSHPD
- ❖ Provide Conformed Permit Approval Set for Contractor

Activity X: Construction Administration

- ❖ Attend Pre-Construction Conference
- ❖ Review Baseline Construction Schedule and monthly updates.
- ❖ Review updates of Project Record Drawings on Monthly Basis
- ❖ Review Contractor Application for Payment monthly in conjunction with SFGH.
- ❖ Manage and document regular Construction Meetings
- ❖ Review and prepare Site Visit Reports with Photographic Documentation.
- ❖ Attend required pre-construction meetings for specific areas of work.
- ❖ Review and Respond to Construction RFI's
- ❖ Prepare Request For Proposals and Letters of Instruction for changes in the Bid Work.
- ❖ Review Cost Proposals from the General Contractor in conjunction with SFGH.
- ❖ Prepare Change Orders and Field Orders to authorize General Contractor to add scope to the Bid Work.
- ❖ Review Submittals, Shop Drawings and Substitution Requests
- ❖ Prepare and obtain Instructional Bulletins (IB) for OSHPD for scope of work changes.

Commissioning / Licensing

Activity XI: Commissioning

Activity XII: Licensing

Project Closeout / Warranty Period

Activity XIII: Project Closeout

- ❖ Request for Notice of Substantial Completion and Contractor's Punchlist
- ❖ Design Team Punchlist
- ❖ Prepare Notice of Substantial Completion
- ❖ Review Contractor's corrective work for Punchlist No. 1– Prepare Punchlist No. 2
- ❖ Review Contractor's corrective work for Punchlist No. 2– Prepare Notice of Final Completion
- ❖ Review Project Record Drawings and O&M Manuals
- ❖ Review Warranties and Guarantees
- ❖ Review Release of Liens and Surety Company Documentation
- ❖ Prepare Final Payment
- ❖ Submit Final Payment Cost and Completed Verified Reports to OSHPD

Activity XIV: Warranty Period

Building Design (Increment 3 & 4)

Public Review / Planning Constraints

Activity XV: Civic Design / Art Enrichment Review

- ❖ Prepare Preliminary Application Documents – Phase 1

- ❖ Submit Application / Art Enrichment Report – Phase 1
- ❖ Presentation to Civic Design – Conceptual Design
- ❖ Prepare Preliminary Application Documents – Phase 2
- ❖ Presentation to Civic Design – Design Development
- ❖ Prepare Preliminary Application Documents – Phase 3
- ❖ Presentation to Civic Design – Contract Documents
- ❖ Civic Design Review Approval

Activity XVI: Planning Commission Review

- ❖ Prepare Planning Approval Documents for Conditional Use Permit
- ❖ Submit Planning Approval Application
- ❖ Presentation to SF Planning Commission for Conditional Use Permit
- ❖ Prepare Planning Issues (if required) for Board of Supervisor Approval
- ❖ Presentation to Board of Supervisors for Approval

Activity XVII: Historical Resource

- ❖ Research and Determine Period of Historical Significance for SFGH campus
- ❖ Develop Preliminary Historical Preservation Plan
- ❖ Coordinate with Building Massing Concepts
- ❖ Review Historical Preservation Plan and Building Massing Concepts with Planning Department
- ❖ Coordinate and Incorporate comments from Planning Department in conjunction with SFGH
- ❖ Develop Final Historical Preservation Plan and Building Massing Concepts with approval from Planning Department

Activity XVIII: Neighborhood Groups / Community Outreach

- ❖ Provide documentation for informational outreach

- ❖ Presentations to Neighborhood Groups (Four scheduled Presentations)
- ❖ Document comments / feedback from presentations
- ❖ Coordinate and Incorporate comments in conjunction with SFGH

Activity XIX: Institutional Master Plan (IMP) Coordination (IMP under separate Contract)

- ❖ Provide relevant information as required for IMP Submittal
- ❖ Coordinate SFGH Program Rebuild Project with IMP

Activity XX: City of San Francisco LEED / Energy Management Compliance

- ❖ Review Preliminary Assumptions and SF Criteria for LEED
- ❖ Develop Preliminary LEED / Energy Management Plan
- ❖ Coordinate with Design Team and SFGH
- ❖ Finalize LEED / Energy Management Plan
- ❖ Submit to SF Greenprint for REB task force review.
- ❖ Submit LEED Application to USGBC for Approval
- ❖ Review Submittal Sets of each Increment Package for compliance with LEED / Energy Management Plan
- ❖ Update SF Greenprint and USGBC for changes in LEED/Energy Management Plan

Activity XXI: Environmental Impact Report (EIR) Coordination (EIR under separate Contract)

- ❖ Provide relevant information as required for EIR Consultant for EIR Submittal
- ❖ Coordinate SFGH Program Rebuild Project with EIR

Activity XXII: Campus Master Plan (CMP) Coordination (CMP under separate Contract)

- ❖ Coordinate SFGH Program Rebuild Project with Campus Master Plan

Activity XXIII: General Bond Obligation Coordination (Bond Development under Separate Contract)

- ❖ Provide documentation and support regarding the SFGH Program Rebuild as required for the development of the ballot measure for the General Bond Obligation financing.

Building Design

Activity XXVI: Structural Design Concept for Increment 3

- ❖ Establish preliminary assumptions and requirements with SFGH
- ❖ Develop Concept Options and Cost / Benefit Analysis
- ❖ Review Options with SFGH for Selection
- ❖ Finalize Structural Design Concept
- ❖ Update Cost Estimate Projections

Activity XXV: Utility Design Concept for Increment 4

- ❖ Establish preliminary assumptions and requirements with SFGH
- ❖ Develop Concept Options for Utility Design Concepts
- ❖ Develop Concept Options and Cost / Benefit Analysis
- ❖ Cross Check / Evaluate Impact of Options with LEED, Energy Management and SFGH Operations
- ❖ Review Options with SFGH for Selection
- ❖ Finalize Utility Design Concept
- ❖ Update Cost Estimate Projections

Activity XXVI: Building Massing Design Concept for Increment 4

- ❖ Establish preliminary assumptions and requirements with SFGH and SF City Planning / Civic Design Review Board
- ❖ Develop Concept Options for Building Massing Design Concepts

- ❖ Cross Check with Schematic Design Concept Floor Plans
- ❖ Cross Check / Evaluate Impact of Options with LEED, Historical Resources, SF Planning Department
- ❖ Review Options with SFGH for Selection
- ❖ Cross Check with Neighborhood Groups and EIR
- ❖ Finalize Concept Options for Building Massing Design Concepts
- ❖ Final Presentation to SFGH
- ❖ Coordinate with Civic Design Review Approval and Neighborhood Groups Presentation

Activity XXVII: Schematic Design Floor Plans – Increment 3 and 4

- ❖ Establish preliminary assumptions and requirements with SFGH Steering Committee.
- ❖ Workshop Meetings with Acute Medical Group
- ❖ Workshop Meetings with Perioperative Group
- ❖ Workshop Meetings with Diagnostic Imaging Group
- ❖ Workshop Meetings with Emergency Group
- ❖ Workshop Meetings with Ancillary Services Group
- ❖ Workshop Meetings with Administration and Auxiliary Support Group
- ❖ Develop Schematic Plan Options for Review by SFGH Steering Committee
- ❖ Cross Check / Evaluate Options with Building Massing Design Concept, EIR and LEED
- ❖ Preliminary Code Check and OSHPD Meetings to Establish Criteria for Permit Submittals
- ❖ Review Options with SFGH for Selection
- ❖ Meetings for Final Review with User Groups
- ❖ Finalize Schematic Design Package

- ❖ Submit Schematic Design Package to SFGH
- ❖ Complete SD Cost Estimate
- ❖ Review and Approval of Schematic Design by SFGH – Authorization for DD Phase.

Activity XXVIII: Design Development –Increment 3 and 4

- ❖ Conform SD Cost Estimate with Construction Budget
- ❖ Workshop Meetings with Acute Medical Group – Space Data Sheets / Detail Floor Plans / Reflected Ceiling Plans / Equipment /Electrical / Mechanical / Telecom
- ❖ Workshop Meetings with Perioperative Group – Space Data Sheets / Detail Floor Plans / Reflected Ceiling Plans / Equipment /Electrical / Mechanical / Telecom
- ❖ Workshop Meetings with Diagnostic Imaging Group – Space Data Sheets / Detail Floor Plans / Reflected Ceiling Plans / Equipment
- ❖ Workshop Meetings with Emergency Group – Space Data Sheets / Detail Floor Plans / Reflected Ceiling Plans / Equipment / Electrical / Mechanical / Telecom
- ❖ Workshop Meetings with Ancillary Services Group– Space Data Sheets / Detail Floor Plans / Reflected Ceiling Plans / Equipment / Electrical / Mechanical / Telecom
- ❖ Workshop Meetings with Administration and Auxiliary Support Group – Space Data Sheets / Detail Floor Plans / Reflected Ceiling Plans / Equipment / Electrical / Mechanical / Telecom
- ❖ Develop Exterior Elevations / Sections / Roof Plans / Fenestration
- ❖ Develop Vertical Circulation / Exiting Requirements
- ❖ Develop Design Development Plans for Review by SFGH Steering Committee
- ❖ Cross Check / Evaluate Options with Civic Design Review, Planning, EIR, Energy Management and LEED
- ❖ Preliminary Meeting with OSHPD for Code Check and Validation of Code Assumptions – Establish Governing Code

- ❖ Workshop Meetings with Acute Medical Group – Finalize Floor Plans and Reflected Ceiling Plans / Casework / Elevations / Outline Specifications
- ❖ Workshop Meetings with Perioperative Group – Finalize Floor Plans and Reflected Ceiling Plans / Casework / Elevations / Outline Specifications
- ❖ Workshop Meetings with Diagnostic Imaging Group – Finalize Floor Plans and Reflected Ceiling Plans / Casework / Elevations / Outline Specifications
- ❖ Workshop Meetings with Emergency Group – Finalize Floor Plans and Reflected Ceiling Plans / Casework / Elevations / Outline Specifications
- ❖ Workshop Meetings with Ancillary Services Group – Finalize Floor Plans and Reflected Ceiling Plans / Casework / Elevations / Outline Specifications
- ❖ Workshop Meetings with Administration and Auxiliary Support Group – Finalize Floor Plans and Reflected Ceiling Plans / Casework / Elevations / Outline Specifications
- ❖ Cross Check with Utility Concept and Code Requirements.
- ❖ Develop Finishes, Material Selection, Lighting and Color Concepts
- ❖ Develop Design Development Plans for Review by SFGH Steering Committee
- ❖ OSHPD Meetings to Final Code Check and Establish Criteria for Permit Submittals
- ❖ Meetings for Final Review with User Groups
- ❖ Finalize Design Development Package
- ❖ Coordination Meetings with Project Team
- ❖ Submit Design Development Package to SFGH
- ❖ Complete DD Cost Estimate
- ❖ Review and Approval of Design Development by SFGH – Authorization for CD Phase.

Activity XXIX: Develop Increment Package 3 – Foundation / Structural Frame Package

- ❖ Conform DD Cost Estimate with Construction Budget
- ❖ Coordination Meeting with Project Team
- ❖ Establish Coordination Methodology with CM / GC with Project Team
- ❖ Complete Structural Frame Plans
- ❖ Submit Seismic Design Criteria for OSHPD Approval
- ❖ Foundation Details
- ❖ Structural Frame Details
- ❖ Miscellaneous Steel Details
- ❖ Cross Check with Building Completion Package
- ❖ Specifications
- ❖ Submit to SFGH for Review and Approval – Authorization for OSHPD Submittal
- ❖ Completion of Increment Package 3 – OSHPD Submittal
- ❖ Update 50% CD Cost Estimate

Activity XXX: Develop Increment Package 4 – Building Completion: 50% CD Package

- ❖ Conform DD Cost Estimate with Construction Budget
- ❖ Coordination Meetings with Project Team
- ❖ Establish Coordination Methodology with CM / GC with Project Team
- ❖ Complete Detailed Floor Plans
- ❖ Exterior Elevations / Wall Sections
- ❖ Exterior Cladding, Window and Storefront Schedules and Details
- ❖ Vertical Circulation Systems
- ❖ Exterior Roof and Patio Design

- ❖ Ceiling Details
- ❖ Door and Window Schedules and Details
- ❖ Medical Equipment Schedules and Anchorages
- ❖ Specifications
- ❖ Meetings with SFGH User Groups for Final Design Issues
- ❖ Develop 50% CD Submittal Package
- ❖ Submit to SFGH for Review and Approval – Authorization for Permit Submittal Phase
- ❖ Complete 50% CD Cost Estimate

Activity XXXI: Develop Increment Package 4 – Building Completion: OSHPD Permit Package (95% CD Package)

- ❖ Conform 50% CD Cost Estimate with Construction Budget
- ❖ Coordination Meetings within Project Team
- ❖ Continue Coordination Methodology with CM / GC with Project Team
- ❖ Complete Plan Details
- ❖ Exterior Cladding, Window and Storefront Details
- ❖ Vertical Circulation System Details
- ❖ Exterior Roof and Patio Details
- ❖ Medical Equipment Schedules and Anchorages
- ❖ Complete Specifications
- ❖ Develop OSHPD Permit Submittal Package
- ❖ Submit OSHPD Permit Submittal Package to SFGH for Review and Approval – Authorization for Permit Submittal Phase
- ❖ Complete Permit Submittal Cost Estimate

Plan Review / Coordination

Activity XXXII: OSHPD Plan Review Increment Package 3 – Foundation / Structural Frame

- ❖ Coordination of Permit Submittal Package
- ❖ Permit Submittal Comments from OSHPD
- ❖ Respond to Comments and complete Backcheck No. 1 Package
- ❖ Coordination of Backcheck No. 1 Submittal Package – Submittal to OSHPD
- ❖ Backcheck No. 1 Comments from OSHPD
- ❖ Respond to Comments and complete Backcheck No. 2 Package
- ❖ Coordination of Backcheck No. 2 Submittal Package – Submittal to OSHPD
- ❖ Backcheck No. 2 Comments from OSHPD
- ❖ Respond to Comments and complete Backcheck No. 3 Package
- ❖ Coordination of Backcheck No. 3 Submittal Package – Submittal to OSHPD
- ❖ Permit Approval from OSHPD

Activity XXXIII: OSHPD Plan Review Increment Package 4 – Building Completion

- ❖ Coordination of Permit Submittal Package
- ❖ Permit Submittal Comments from OSHPD
- ❖ Respond to Comments and complete Backcheck No. 1 Package
- ❖ Coordination of Backcheck No. 1 Submittal Package – Submittal to OSHPD
- ❖ Backcheck No. 1 Comments from OSHPD
- ❖ Respond to Comments and complete Backcheck No. 2 Package
- ❖ Coordination of Backcheck No. 2 Submittal Package – Submittal to OSHPD

- ❖ Backcheck No. 2 Comments from OSHPD
- ❖ Respond to Comments and complete Backcheck No. 3 Package
- ❖ Coordination of Backcheck No. 3 Submittal Package – Submittal to OSHPD
- ❖ Backcheck No. 3 Comments from OSHPD
- ❖ Respond to Comments and complete Backcheck No. 4 Package
- ❖ Coordination of Backcheck No. 4 Submittal Package – Submittal to OSHPD
- ❖ Permit Approval from OSHPD

Bidding / Construction Administration

Activity XXXIV: Bidding – Increment 3

- ❖ Prepare Construction Documents for Bidding Phase
- ❖ Pre-Bid Conference
- ❖ Review and Respond to Pre-Bid RFI's
- ❖ Complete Addendum in response to Pre-Bid RFI's
- ❖ Review Bid Documentation
- ❖ Prepare Instructional Bulletin (IB) No. 1 for OSHPD for scope of work changes for Pre-Bid RFI's
- ❖ Instructional Bulletin No. 1 Comments from OSHPD
- ❖ Respond to Comments and complete IB No. 1 Backcheck No. 1 Package
- ❖ IB No. 1 Backcheck No. 1 – Submittal to OSHPD
- ❖ Instructional Bulletin No. 1 Permit Approval from OSHPD
- ❖ Provide Conformed Permit Approval Set for Contractor

Activity XXXV: Construction Administration – Increment 3

- ❖ Attend Pre-Construction Conference

- ❖ Review Baseline Construction Schedule and monthly updates.
- ❖ Review updates of Project Record Drawings on Monthly Basis
- ❖ Review Contractor Application for Payment monthly in conjunction with SFGH.
- ❖ Manage and document regular Construction Meetings
- ❖ Review and prepare Site Visit Reports with Photographic Documentation.
- ❖ Attend required pre-construction meetings for specific areas of work.
- ❖ Review and Respond to Construction RFI's
- ❖ Prepare Request For Proposals and Letters of Instruction for changes in the Bid Work.
- ❖ Review Cost Proposals from the General Contractor in conjunction with SFGH.
- ❖ Prepare Change Orders and Field Orders to authorize General Contractor to add scope to the Bid Work.
- ❖ Review Submittals, Shop Drawings and Substitution Requests
- ❖ Prepare and obtain Instructional Bulletins (IB) for OSHPD for scope of work changes.

Activity XXXVI: Bidding – Increment 4

- ❖ Prepare Construction Documents for Bidding Phase
- ❖ Pre-Bid Conference
- ❖ Review and Respond to Pre-Bid RFI's
- ❖ Complete Addendum in response to Pre-Bid RFI's
- ❖ Review Bid Documentation
- ❖ Prepare Instructional Bulletin (IB) No. 1 for OSHPD for scope of work changes for Pre-Bid RFI's
- ❖ Instructional Bulletin No. 1 Comments from OSHPD

- ❖ Respond to Comments and complete IB No. 1 Backcheck No. 1 Package
- ❖ IB No. 1 Backcheck No. 1 – Submittal to OSHPD
- ❖ Instructional Bulletin No.1 Permit Approval from OSHPD
- ❖ Provide Conformed Permit Approval Set for Contractor

Activity XXXVII: Construction Administration – Increment 4

- ❖ Attend Pre-Construction Conference
- ❖ Review Baseline Construction Schedule and monthly updates.
- ❖ Review updates of Project Record Drawings on Monthly Basis
- ❖ Review Contractor Application for Payment monthly in conjunction with SFGH.
- ❖ Manage and document regular Construction Meetings
- ❖ Review and prepare Site Visit Reports with Photographic Documentation.
- ❖ Attend required pre-construction meetings for specific areas of work.
- ❖ Review and Respond to Construction RFI's
- ❖ Prepare Request For Proposals and Letters of Instruction for changes in the Bid Work.
- ❖ Review Cost Proposals from the General Contractor in conjunction with SFGH.
- ❖ Prepare Change Orders and Field Orders to authorize General Contractor to add scope to the Bid Work.
- ❖ Review Submittals, Shop Drawings and Substitution Requests
- ❖ Prepare and obtain Instructional Bulletins (IB) for OSHPD for scope of work changes.

Commissioning / Licensing

Activity XXXVIII: Commissioning

Activity XXXIX: Licensing

Project Closeout / Warranty Period

Activity XL: Project Closeout

- ❖ Request for Notice of Substantial Completion and Contractor's Punchlist
- ❖ Design Team Punchlist
- ❖ Prepare Notice of Substantial Completion
- ❖ Review Contractor's corrective work for Punchlist No. 1– Prepare Punchlist No. 2
- ❖ Review Contractor's corrective work for Punchlist No. 2– Prepare Notice of Final Completion
- ❖ Review Project Record Drawings and O&M Manuals
- ❖ Review Warranties and Guarantees
- ❖ Review Release of Liens and Surety Company Documentation
- ❖ Prepare Final Payment
- ❖ Submit Final Payment Cost and Completed Verified Reports to OSHPD

Activity XLI: Warranty Period

**ATTACHMENT 5
HOURLY RATE**

FEE SCHEDULE

Name of prime consultant or subconsultant: **FONG & CHAN ARCHITECTS**

Overhead rate:

Billing Rate = $(DL + DL \times FR + DL \times OH) \times 1.1$

Fully burdened staff 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 Architect or Engineer	\$ 90.00	\$ 290.00
Associate Architect or Engineer	\$ 50.00	\$ 160.00
Senior Architect or Engineer	\$ 45.00	\$ 145.00
Staff Professional	N/A	N/A
Field Technician	N/A	N/A
CAD Operator	N/A	N/A
Administrative Supervisor	N/A	N/A
Administrative / Clerical Support	\$ 22.00	\$ 70.00
Other (Describe)	N/A	N/A
Project Manager	\$ 50.00	\$ 160.00
Architect / Designer Level I	\$ 45.00	\$ 145.00
Architect / Designer Level II	\$ 36.00	\$ 116.00
Architect / Designer Level III	\$ 30.00	\$ 96.00

B.I.M. MANAGER

LEED COORDINATOR

ADMINISTRATIVE (BUSINESS MANAGER)

\$104.72

\$90.22

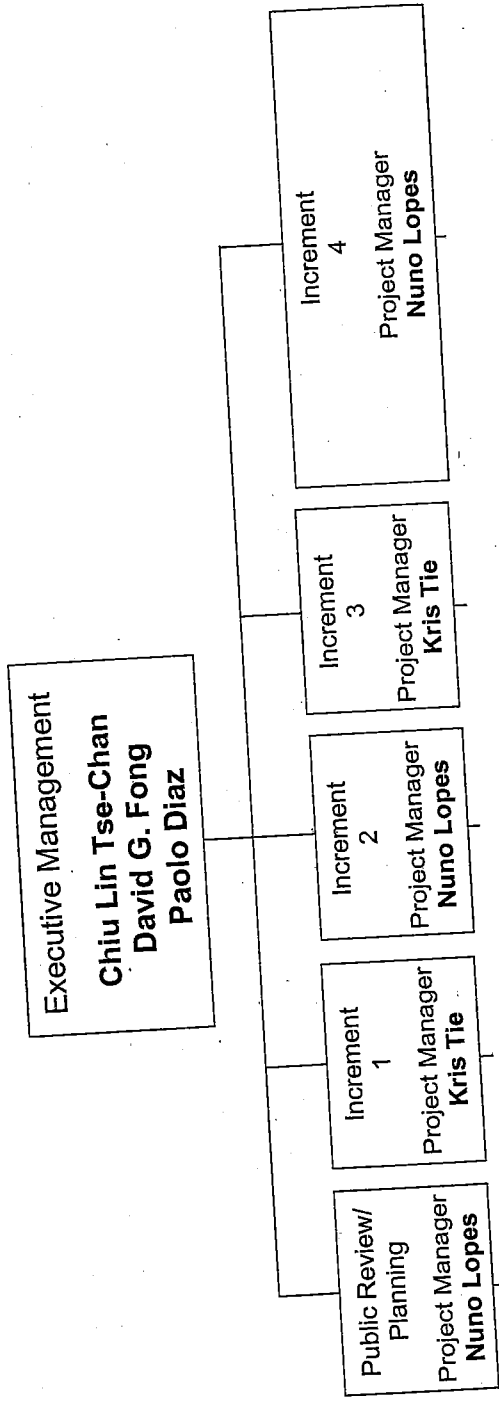
\$70

ATTACHMENT 6
DIRECTORY OF SUBCONSULTANTS

B. PARTICIPANTS

Disciplines	Firm Name and Address
Prime Consultant Firm and Contact Information	Fong & Chan Architects (FCA) 1361 Bush Street San Francisco, CA 94109 Contact: Mr. David G. Fong 415.931.8600
Architectural Subconsultant	Mei Architects 1836 Noriega Street San Francisco, CA 94122
Historical Preservation	Garavaglia Architecture, Inc. 1 Sutter Street, Suite 910 San Francisco, CA 94104
Structural Engineering	ARUP 901 Market Street, Suite 260 San Francisco, CA 94103 Bello & Associates 351 California Street, Suite 420 San Francisco, CA 94104
Mechanical / Plumbing Engineering	Gayner Engineers 1133 Post Street San Francisco, CA 94109
Electrical Engineering	F.W. Associates 68 12 th Street, Suite 300 San Francisco, CA 94103 SCE Engineers 690 Monterey Boulevard, #2 San Francisco, CA 94127
Lighting Design	ARUP 901 Market Street, Suite 260 San Francisco, CA 94103
Fire Protection Engineering	SJ Engineers 233 Sansome Street, #705 San Francisco, CA 94104 F.W. Associates 68 12 th Street, Suite 300 San Francisco, CA 94103
Safety Engineering (Elevators)	Hesselberg Keesee & Associates 221 Main Street, #1580 San Francisco, CA 94105
Acoustical Engineering	Shen Milsom & Wilke 33 New Montgomery St., 10 th Floor San Francisco, CA 94105
Telecommunications & Information Technology Systems Engineering	Teecom Design Group 1333 Broadway, Suite 601 Oakland, CA 94612

Disciplines	Firm Name and Address
Building Automation Systems and Integration Design	Gayner Engineers 1133 Post Street San Francisco, CA 94109
Radiation Physicist	Medical Physics Services 104 Southwind Drive Pleasant Hill, CA 94523
Interior Design	Fong & Chan Architects (FCA) 1361 Bush Street San Francisco, CA 94109
FFE	Fong & Chan Architects (FCA) 1361 Bush Street San Francisco, CA 94109
Medical Equipment Planning	Criterion System, Inc. 100 Crother Road Applegate, CA 95703
Civil Engineering / Land Surveying / Hydrological Engineering	Brio Engineering 2858 Stevens Creek Blvd., Ste. 208 San Jose, CA 95128
Landscape Architecture	Robert La Rocca & Associates 300 Montgomery Street, Suite 860 San Francisco, CA 94104
LEED & Green Building Design Coordination	ARUP 901 Market Street, Suite 260 San Francisco, CA 94103
Code Consulting	The Stahl Companies 11230 Gold Express Dr., Ste 310-315 Gold River, CA 95670
Cost Estimating / Value Engineering	TBD Consultants 160 Sansome Street, Suite 1450 San Francisco, CA 94104
Security Systems Consulting	On Line Consulting Services 388 17 th Street, Suite 230 Oakland, CA 94612
Energy Efficiency / Energy Management Consulting	Taylor Engineering, LLC 1080 Marina Village Parkway Suite 501 Alameda, CA 94501
Signage and Wayfinding / Graphic Design	Kate Keating & Associates 1045 Sansome Street, Suite 202 San Francisco, CA 94111
Handicapped Accessibility Consulting	Fong & Chan Architects (FCA) 1361 Bush Street San Francisco, CA 94109
Helipad Consulting	Mead & Hunt, Inc. 133 Aviation Boulevard, Suite 100 Santa Rosa, CA 95403
Renderings	To be determined
Model Building	To be determined



ATTACHMENT 7
CIVIC DESIGN REVIEW COMMITTEE

San Francisco Arts Commission Civic Design Review Committee Submission Guidelines

The Arts Commission's responsibility for the approval of the design of structures on City property is identified in Charter Section 5.103. The Charter gives power to the Commission for the review and approval of "the design of all public structures, any private structure which extends over or upon any public property and any yards, courts, setbacks or usable open spaces which are an integral part of any such structures" (San Francisco Charter Section 5.103, 1996 revision).

The Charter thus mandates review by the Arts Commission of the architecture and design of structures as well as landscape design. This responsibility is assigned to the Civic Design Review Committee, composed of three architects, one landscape architect and one art historian.

A "structure" has been defined as any new or significantly remodeled building. This definition also incorporates street furnishings, including, but not limited to: streetlights, benches, bollards, railings, water features, newsracks, trash containers and way-finding systems.

The Civic Design Review Committee meets the third Monday of every month at 3:00 p.m. at 25 Van Ness Avenue, Suite 70. If the regularly scheduled meeting falls on a legal holiday, the meeting will be rescheduled to the immediately following Monday. Applicants are required to submit a letter requesting review, the Civic Design Review fee (\$2500), an art enrichment report and an informational packet one week prior to the meeting at which they wish to have their project reviewed. Detailed information regarding these requirements is outlined in the Submission Requirements section for each review phase. **Applicants who fail to meet all of the submission requirements by the Monday prior to the Civic Design meeting will not be calendared.**

The Civic Design Review process consists of three phases. Each project must be approved at all three phases of review to complete the Civic Design Review requirement. The review phases align with the typical project delivery for architectural services:

- Phase 1: Schematic Design
- Phase 2: Design Development
- Phase 3: Construction Documents

Detailed information regarding what the committee will be looking for at the various phases is outlined in the Submission Requirements for each phase, listed below. Although the Committee typically meets every month, applicants should plan their submission prudently in order to maximize the benefit of the review and to minimize the possibility of schedule delays.

At the hearing, the Civic Design Committee will either move to approve the project or take no action on the proposal based on information presented. If there is no action, the applicant will be required to resubmit and present their proposal again at the next regularly scheduled Civic Design meeting for the specified phase review. All submission requirements will be the same. Applicants should review and be prepared to address any comments made by the Committee. If the Committee recommends approval, then the motion will carry to the next regularly scheduled full Commission consent calendar. Applicants are not required to present at the full Commission meeting unless specifically requested by the Civic Design Committee.

Any contingencies associated with a project's approval must be met prior to moving on to the next phase review. Final Phase 3 approval will be withheld if there are outstanding contingencies on a particular phase approval. Any associated reviews (i.e., Environmental Impact Report, Negative

Declaration, Certificate of Appropriateness) must be certified or resolved before a final Phase 3 approval can be granted.

Additionally, any changes made to a previously approved design at any phase must be reported to the Arts Commission staff. Based on information submitted by the applicant, staff will determine if additional Commission review is required or if the matter can be administratively reviewed.

PHASE 1: SCHEMATIC DESIGN

The Phase 1 presentation is critical in defining the conceptual and schematic form of the project. The introduction should establish the history of the structure, the project sponsor's goals, programming concerns, requirements, functions and services performed within the building. Architectural criteria such as building massing, specific design goals and concerns will be reviewed. The applicant should identify any master plan considerations, environmental reviews, or comments of other reviewing agencies (e.g., Landmarks Preservation Advisory Board, Planning Department etc.) that may affect the design. The Committee may request a separate informational presentation for major projects prior to reviewing Phase 1.

Submission Requirements

A **Letter Requesting Review, Art Enrichment Report and Civic Design Review fee, \$2500**, must be submitted to the Civic Design Coordinator prior to being calendared for Phase 1. Earlier submittal will ensure placement on the agenda. In addition, Phase 1 applicants must submit six (6) copies of an **Informational Package** for distribution to the Committee. These packages must be submitted to the Civic Design Coordinator no later than **12:00 noon** on the **Monday** prior to the meeting. No packages will be accepted for the monthly meeting after this deadline.

The **Letter Requesting Review** must include:

- Name, title and affiliation of individual who will be presenting the project
- Site location and description
- Scope of work
- Description of general materials of construction

The **Informational Package** must include:

- Photographs of the actual building site and the immediate surrounding area
- Schematic design drawings (plans, sections, elevations, perspectives)
- Site plans should include schematic landscape strategy
- Evidence of community presentations: schedule of meetings, number of participants, etc.

Six (6) black and white or color photocopies (8 1/2" x 11" minimum to 11"x17" maximum) of the complete Informational Package are required.

Presentation Requirements

- Photographs of the actual building site and the immediate surrounding area
- Site plan identifying the exact location and surrounding vicinity of the project and its relationship to the surrounding community
- Schematic drawings including building elevations, sections and perspectives
- Three-dimensional study or presentation models are desirable when appropriate. *However, such models may be required at the discretion of the committee or the full Arts Commission.*
- While drawings are preferred with color applied to differentiate areas and materials, black-and-white drawings will be accepted.
- Presentation images should be mounted on a lightweight board not to exceed

30" x 40." (Exceptions to the maximum size may be made for projects in which the scope and scale may require larger drawings.)

- Sketches are desired but not required for landscape or playground projects.

Note: The applicant will be responsible for transporting drawings, material samples, and other visual aids to and from all required meetings.

PHASE 2: DESIGN DEVELOPMENT

Phase 2 reviews the project in more detail prior to applicant's commencing with contract documents. This phase is intended to be a continuation of Phase 1 presenting the progress of the design. The presentation should summarize areas of concern discussed at Phase 1, and identify how the issues were addressed during design development.

Submission Requirements

A **Letter Requesting Review** must be submitted to the Civic Design Coordinator prior to being calendared for Phase 2. Earlier submittal will ensure placement on the agenda. In addition, Phase 2 applicants must submit six (6) copies of an **Informational Package** for distribution to the Committee. These packages must be submitted to the Civic Design Coordinator no later than **12:00 noon** on the **Monday** prior to the meeting. No packages will be accepted for the monthly meeting after this deadline.

The **Letter Requesting Review** must include:

- Name, title and affiliation of individual who will be presenting the project
- Site location and description
- Scope of work, describing any changes since the previous review
- Description of general materials of construction

The **Informational Package** must include:

- Photographs of the actual building site and the immediate surrounding area
- Schematic design drawings
- Site plans, building elevations, sections and perspectives
- Detailed site development description including landscape plan with plant materials and size, species with common name
- Graphics and signage elements

Six (6) black and white or color photocopies (8 1/2" x 11" minimum to 11"x17" maximum) are required.

Presentation Requirements

- All materials submitted in Phase 1 review with further design development
- Detailed site development including design development landscape plan with plant materials and size, species with common name.
- Plant elevations in color
- Examples of exterior graphics and signage
- Description, cut sheets of any site furnishings

PHASE 3: CONTRACT DOCUMENTS

Phase 3 review ensures that the completed project conforms to the previously approved Phase 2 submittal. Should any design changes (such as value engineering) occur after Phase 3 review or as a

result of the bid process, it is the applicant's responsibility to inform the Arts Commission staff prior to commencement of construction. The applicant shall work with public art staff to finalize the art enrichment plan **prior to** Phase 3 review.

Submission Requirements

A **Letter Requesting Review** must be submitted to the Civic Design Coordinator prior to being calendared for Phase 3. Earlier submittal will ensure placement on the agenda. In addition, if changes were made to the previously approved Phase 2 submittal, applicants must submit six (6) copies of an **Informational Package** for distribution to the Committee. These packages must be submitted to the Civic Design Coordinator no later than **12:00 noon** on the **Monday** prior to the meeting. No packages will be accepted for the monthly meeting after this deadline.

- **Letter requesting review** (see Phase 1 and Phase 2 descriptions)
- Confirmation of final construction costs
- Informational package if changes apply to the previously approved Phase 2 submittal.
- Construction cost estimate for 100% design completion. Revised tabulations and adjusted art enrichment report may be requested if there are significant changes to the Phase 1 cost estimate.

Presentation Requirements

- One half-size set of bound substantially complete project working drawings (color coding of important drawings and details will speed review)
- Any remaining contingencies must be met

Administrative Phase 3 Review

Requests for administrative final design approval will be considered, providing that there are no changes to the previously approved Phase 2 submittal. Project managers should submit a letter stating that there are no changes, or explaining any minor modifications. Final construction drawings must be submitted to Civic Design staff and will be made available to the Committee for review during the regular monthly meeting. Final letters stating the approval of the Phase 3 submittal will be issued after the Civic Design and subsequent full Commission meetings. The approval will appear on the consent calendar at the full Commission meeting following Committee approval. Note that the project team will not be required to attend either meeting.

Individual Project Review

Special Civic Design review meetings may be calendared for large-scale projects that include complicated large-scale buildings on a campus and/or occupying a prominent public site. Projects eligible for special review include, but are not limited to, hospitals, airports and large corporate developments on City property. Civic Design staff, upon review of submittal materials, will determine eligibility for special review.

CONSTRUCTION IMPLEMENTATION

The Applicant must inform the Arts Commission of any changes which affect the design and/or materials as approved by the Arts Commission through the Civic Design Review process.

Further inquiries should be directed to:

Nancy Gonchar, Deputy Director
San Francisco Arts Commission
25 Van Ness Ave., Suite 240
San Francisco, CA 94102
Phone: 415 252 2584
Fax: 415 252 2595
e-mail: Nancy.Gonchar@sfgov.org

Or

Vicky Knoop, Civic Design Coordinator
San Francisco Arts Commission
25 Van Ness Ave., Suite 240
San Francisco, CA 94102
Phone: 415 252 3214
Fax: 415 252 2595
e-mail: vicky.knoop@sfgov.org



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GUIDELINES: SPECIAL REVIEW

SPECIAL REVIEW

A **Letter Requesting Review** and an **Art Enrichment Report** must be submitted to the Civic Design Coordinator prior to being calendared for Special Project Review. These documents should be submitted as early as possible in order to secure time on the desired agenda. Applicants must also submit six (6) copies of an **Informational Package** for distribution to the Civic Design Coordinator and the Committee. These packages must be submitted to the Coordinator no later than noon on the Monday prior to the meeting.

Simultaneous Phase 1, 2 and 3 review:

Three-phase review for small-scale, less complicated projects will now be considered after Civic Design staff have assessed the project submittal and determined that the team is prepared for all three phases. Project managers will be made aware that they will not necessarily pass all three steps. Project teams will still need to present the project overview, materials samples and construction drawings to the Committee for approval at the meeting. Administrative simultaneous phase 1, 2 and 3 review may be considered by written request for extremely small projects.

Joint Phase 1 and 2 review:

Simultaneous phase 1 and 2 review of projects may be considered. As in the case of a three-phase review, Civic Design staff will assess the project submittal and determine whether the team is prepared for both phases. The project team will also be made aware that they will not necessarily pass both reviews.

Administrative Phase 3 review:

Requests for administrative final design approval will be considered, providing that there are no changes to the previously approved Phase 2 submittal. Project managers should submit a letter stating that there are no changes, or explaining any minor modifications. Final construction drawings must be submitted to Civic Design staff and will be made available to the Committee for review during the regular monthly meeting. Final letters stating the approval of the Phase 3 submittal will be issued after the monthly Civic Design and full Commission meetings. The approval will

Introduction

Phase 1

Phase 2

Phase 3

Special Review

Art Enrichment

Download

appear on the consent calendar at the full Commission meeting. Note that the project team will not be required to attend either meeting.

Individual Project Review:

The Civic Design Coordinator may calendar a special Civic Design review meeting for large-scale projects that include complicated large-scale buildings on a campus and/or occupying a prominent public site. Projects that may be eligible for special review include, but are not limited to, hospitals, airports and large corporate developments on City property. Note that these meetings will only be calendared under special circumstances.



San Francisco Arts Commission
Civic Design Review
ART ENRICHMENT ALLOCATION REPORT

To be submitted to the Civic Design Coordinator with letter requesting
Phase 1 review

PROJECT DATA

PROJECT TITLE _____

PROJECT NUMBER _____

CLIENT DEPARTMENT & DIVISION _____

PROJECT LOCATION _____

PROJECT MANAGER _____

CONTACT _____

PROJECT ARCHITECT _____

CONTACT _____

SCOPE OF PROJECT _____

CATEGORY OF CONSTRUCTION: e.g. new building, building addition, seismic
upgrade, extension, renovation, below ground structure

PUBLIC ACCESSIBILITY & SITE CONTEXT: i.e. is the building open to the
public, adjacent to a park or school etc

FUNDING

Tabulations for each funding component must be attached to this report.
Project managers are required to provide revised tabulations and an
adjusted report at Phase 2 & 3. If there are significant increases to
the Phase 1 cost estimate the art enrichment allocation will be subject
to adjustment.

FUNDING SOURCE _____

FUNDING RESTRICTIONS _____

FUNDING AVAILABILITY _____

TOTAL PROJECTED CONSTRUCTION COST _____

FUNDS ELIGIBLE FOR ART ENRICHMENT _____

ESTIMATED 2 % ART ENRICHMENT ALLOCATION _____

PROJECTED SCHEDULE

Phase 1 Review: Concept Design

Phase 2 Review: Design Development

Phase 3 Review: Final Design Approval

Special or Administrative Review

Construction Commencement:

Completion

OTHER REGULATORY REVIEWS

ART ENRICHMENT RECOMMENDATION:

Please note that the applicant must meet with the Commission's public art staff to discuss the art enrichment component. If public art staff recommend that the funds be redirected to another project it will be stated below.

OTHER COMMENTS

SIGNED

Nancy Gonchar, Interim Director of Cultural Affairs
Date

Jill Manton, Director, Public Art Program

Date

Authorized signatory, Client Department

Date.

ATTACHMENT 8
GREEN BUILDING ORDINANCE

SEC. 707. GREEN BUILDING DESIGN REQUIREMENTS FOR CONSTRUCTION PROJECTS.

Except as otherwise provided by the City's Charter,

- (a) As described in this Chapter, the Leadership in Energy and Environmental Design (LEEDTM) rating system shall be used to measure the environmental performance of the City's municipal buildings. If there are substantive changes to the LEEDTM rating system after the adoption of this ordinance, the Director shall recommend appropriate amendments to the Board of Supervisors.
 - (b) Effective Date. This section shall apply to Construction Projects for which an initial budget has been prepared on or after 120 days after the effective date of this ordinance.
 - (c) Conceptual Design Assessment. In accordance with the Compliance Guide and this Section, a City department proposing a Construction Project shall prepare a conceptual design assessment. The assessment will classify the proposed Construction Project as less than 5,000 square feet or 5,000 square feet or more.
 - (d) Projects less than 5,000 square feet. For Construction Projects with square footage less than 5,000 square feet, the conceptual design assessment shall provide for the maximum LEEDTM points practicable. The proposing City department shall submit the assessment to the Task Force for informational and reporting purposes.
 - (e) Projects of 5,000 square feet or more. For Construction Projects with square footage of 5,000 square feet or more the following applies:
 - (1) Conceptual Design Phase. During the conceptual design phase, the proposing City department shall assemble a design team, which must include a LEEDTM accredited professional. The LEEDTM accredited professional member of the design team must prepare and submit to the Task Force for approval a conceptual design assessment. The conceptual design assessment must propose a LEEDTM Silver rating or higher. The Task Force shall review the conceptual design assessment within 35 days of submittal.
 - (2) Design Phase. During the design phase, the proposing City department must retain an independent commissioning authority and provide the name of the commissioning authority to the Task Force. The proposing City department shall register the Construction Project with the USGBC as a LEEDTM project.
 - (3) Construction Documents Phase. During the final construction documents phase, the LEEDTM accredited professional member of the design team shall prepare and submit to the Task Force for approval a construction documents assessment that maintains a LEEDTM Silver rating or higher. The Task Force shall review construction documents assessment within 35 calendar days of submittal, except for large complex projects for which a schedule will be determined upon submission.
 - (4) Commissioning Process. The City department and the independent commissioning authority for the project shall perform the Commissioning Process as described in the Compliance Guide.
 - (5) Project Construction. At the completion of construction, the City department shall submit the LEEDTM documentation to the USGBC for certification. Upon receiving the rating from the USGBC, the City department shall submit it and the final LEEDTM project checklist to the Task Force.
 - (f) Annual Report. No later than August 1 of each year, each City department with a Construction Project subject to this Chapter shall submit a report to the Task Force in accordance with the Compliance Guide.
- (Added by Ord. 88-04, File No. 030679, App. 5/27/2004) (Former Sec. 707 repealed by Ord. 88-04)

ATTACHMENT 9
STATEMENT OF PROBABLE PROJECT COST

CONSTRUCTION COST SUMMARY				Increments											
Contingency & Escalation				Increment 1				Increment 2							
TBO	WC	Site Utilities	Webcor Builders	Service Building Modifications	Webcor Builders	TBD Consultants	Webcor Builders	TBD Consultants	Webcor Builders	TBD Consultants	Webcor Builders				
Totals	Cost/SF	Totals	Cost/SF	Totals	Cost/SF	Totals	Cost/SF	Totals	Cost/SF	Totals	Cost/SF				
Direct Cost (Subcontractor's cost only)															
General Condition	8.0%	\$5,445,380	\$12.11	\$5,697,447	\$12.44	\$8,949,223	\$19.54	\$9,532,792	\$20.81	\$82,033,120	\$179				
Subtotal	8.0%	\$443,709	\$0.97	\$465,796	\$1.00	\$715,946	\$1.56	\$762,672	\$1.67	\$4,062,680	\$14.33				
Insurance and Bond	4.6%	\$275,543	\$0.60	\$283,046	\$0.62	\$446,602	\$0.97	\$471,588	\$1.03	\$88,595,770	\$193.44				
Subtotal	4.6%	\$326,612	\$0.68	\$337,815	\$0.70	\$505,484	\$1.10	\$538,450	\$1.18	\$4,075,405	\$8.80				
Fee	5.0%	\$313,281	\$0.66	\$321,815	\$0.70	\$446,602	\$0.97	\$471,588	\$1.03	\$26,671,175	\$202.34				
Subtotal	5.0%	\$657,893	\$1.36	\$678,147	\$1.47	\$1,010,872	\$2.07	\$1,065,385	\$2.16	\$26,671,175	\$202.34				
Parking Contingency	1.0%	\$67,789	\$0.14	\$67,789	\$0.15	\$106,154	\$0.23	\$113,075	\$0.25	\$4,833,589	\$10.12				
Contractor's Risk Contingency	6.5%	\$1,072,310	\$15.44	\$1,284,985	\$15.66	\$86,989	\$1.51	\$91,385	\$1.60	\$97,304,734	\$722.46				
Subtotal	6.5%	\$1,702,310	\$16.83	\$1,953,947	\$17.29	\$1,072,310	\$2.24	\$1,155,514	\$2.36	\$104,602,589	\$228.39				
Design Contingency	9.0%	\$338,598	\$1.39	\$353,947	\$1.43	\$1,072,310	\$2.24	\$1,155,514	\$2.36	\$6,414,233	\$20.36				
Subtotal	9.0%	\$7,706,817	\$16.83	\$8,789,881	\$19.19	\$12,486,554	\$27.16	\$13,245,210	\$28.93	\$11,016,822	\$28.95				
Escalation	6.0%	\$6,777,709	\$13.17	\$8,789,881	\$19.19	\$14,905,475	\$32.24	\$15,104,441	\$32.61	\$8,197,778	\$17.90				
Owner's Contingency	6.0%	\$528,663	\$1.15	\$527,993	\$1.15	\$984,329	\$1.95	\$980,266	\$1.98	\$144,897,404	\$316.22				
Total Construction Cost		\$9,304,372	\$20.32	\$9,317,273	\$20.34	\$15,799,804	\$39.19	\$16,010,708	\$39.59	\$148,071,288	\$323.30				
TOTALS															
General Condition	8.0%	\$386,380,947	\$736.05	\$403,378,964	\$810.42	\$629,208,876	\$1,388.88	\$645,645,281	\$1,388.88	\$3,200,652	\$6.99				
Subtotal	8.0%	\$29,208,876	\$58.88	\$32,770,317	\$64.83	\$435,645,281	\$875.26	\$453,645,281	\$915.26	\$2,400,000,000	\$4,800.00				
Insurance and Bond	4.6%	\$18,200,812	\$36.57	\$18,200,812	\$36.57	\$20,039,867	\$40.26	\$20,039,867	\$40.26	\$1,046,144	\$2.28				
Subtotal	4.6%	\$43,856,166	\$87.08	\$43,856,166	\$87.08	\$43,856,166	\$87.08	\$43,856,166	\$87.08	\$43,856,166	\$87.08				
Fee	5.0%	\$230,683,592	\$41.58	\$230,683,592	\$41.58	\$230,683,592	\$41.58	\$230,683,592	\$41.58	\$230,683,592	\$41.58				
Subtotal	5.0%	\$43,856,166	\$87.08	\$43,856,166	\$87.08	\$43,856,166	\$87.08	\$43,856,166	\$87.08	\$43,856,166	\$87.08				
Parking Contingency	1.0%	\$4,246,642	\$8.73	\$4,246,642	\$8.73	\$4,246,642	\$8.73	\$4,246,642	\$8.73	\$4,246,642	\$8.73				
Contractor's Risk Contingency	6.5%	\$467,156,479	\$936.55	\$467,156,479	\$936.55	\$467,156,479	\$936.55	\$467,156,479	\$936.55	\$467,156,479	\$936.55				
Subtotal	6.5%	\$42,044,083	\$84.47	\$42,044,083	\$84.47	\$42,044,083	\$84.47	\$42,044,083	\$84.47	\$42,044,083	\$84.47				
Design Contingency	9.0%	\$509,200,567	\$1,018.03	\$509,200,567	\$1,018.03	\$509,200,567	\$1,018.03	\$509,200,567	\$1,018.03	\$509,200,567	\$1,018.03				
Subtotal	9.0%	\$165,848,580	\$332.80	\$165,848,580	\$332.80	\$165,848,580	\$332.80	\$165,848,580	\$332.80	\$165,848,580	\$332.80				
Escalation	6.0%	\$674,850,142	\$1,355.83	\$674,850,142	\$1,355.83	\$674,850,142	\$1,355.83	\$674,850,142	\$1,355.83	\$674,850,142	\$1,355.83				
Subtotal	6.0%	\$40,481,008	\$81.35	\$40,481,008	\$81.35	\$40,481,008	\$81.35	\$40,481,008	\$81.35	\$40,481,008	\$81.35				
Owner's Contingency	6.0%	\$715,341,150	\$1,437.18	\$715,341,150	\$1,437.18	\$715,341,150	\$1,437.18	\$715,341,150	\$1,437.18	\$715,341,150	\$1,437.18				
Total Construction Cost		\$715,341,150	\$1,437.18	\$715,341,150	\$1,437.18	\$715,341,150	\$1,437.18	\$715,341,150	\$1,437.18	\$715,341,150	\$1,437.18				

SFGHINC/PCA

ATTACHMENT 2

City and County of San Francisco



Edwin M. Lee, Mayor
Edward D. Reiskin, Director

San Francisco Department of Public Works
Office of 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
PROFESSIONAL SERVICE AGREEMENT MODIFICATIONS

May 3, 2011

Contractor: Fong & Chan Architects, Inc.
1361 Bush Street
San Francisco, CA 94109

Project: Architectural and Engineering Design Services for the San Francisco
General Hospital Rebuild Program through 1/01/2015 - Modification #7

Modification Amount: Add \$1,013,500 and 0 days to the Agreement

Job No.: 6694A


DPW Order No.: 177,975

Controller's Certification: Reference this # on your invoices: DPAT09000093

Date Posted: 05/03/2011

This Transmittal Letter forwards a copy of the Modifications of Agreement #7 and Contract Purchase Order No. DPAT09000093 in the total as-modified to date, \$52,521,000.00, for the subject project. Contract expiration date is 1/01/2015.

Yours truly,

by: 
Gordon Choy
Division Manager, Contract Administration
May 3, 2011

cc: Michelle Dea, DPW-Project Management, BOA

Attachments: Modification of Agreement #7
Contract Purchase Order DPAT09000093

GEC:cc



San Francisco Department of Public Works
Making San Francisco a beautiful, livable, vibrant, and sustainable city.

***** R E V I S E D ***** CHANGE NO: 018
CITY AND COUNTY OF SAN FRANCISCO PAGE :01

PURCHASE ORDER - NON PURCHASING
DPW - ARCHITECTURE

PO NUMBER: DPAT09000093
PO AMOUNT: \$24,635,409.94

PO PRINT DATE: 05/03/2011

TO: FONG & CHAN ARCHITECTS
1361 BUSH ST
SAN FRANCISCO

CA 94109-0000

PHONE :
VENDOR ID: 07717

TERMS: NET
FOB : DEST

<<

ISSUE DATE : 12/26/2008

DELIVER TO: 30 VAN NESS AVE. ROOM 4100
SAN FRANCISCO CA 94102-0000

Edward D. Reiskin, Director of Public Works

AUTHORIZED SIGNATURE:

By:

Jocelyn Quintos
Jocelyn Quintos, Business Services Dir. Manager

DATE :
PHONE:

MAY 03 2011

ORIGINAL ORDER MUST BE SIGNED TO BE VALID

INVOICE TO: DEPARTMENT OF PUBLIC WORKS (PW101)
875 STEVENSON ST. 4TH FL. ATTN: ACCOUNTING
SAN FRANCISCO CA 94103

TERMS:

DPW #177,975

(NON-PURCHASING ENCUMBRANCE FOR ON-LINE APPROVAL)

PROJECT: A/E SERVICES FOR THE SAN FRANCISCO GENERAL HOSPITAL REBUILD
PROGRAM - FORMAL CONTRACT

JOB #6694A

PSC #4105-06/07, APPROVED 2/20/07

BOARD OF SUPERVISORS ORDINANCE #403-08

TOTAL CONTRACT AMOUNT: LUMP SUM SERVICES FEE \$50,400,000
REIMBURSABLE EXPENSES 750,000
TOTAL \$51,150,000.

CONTRACT TO BE ENCUMBERED IN PHASES.

THIS FINAL CONTRACT SUPERSEDES THE INTERIM AGREEMENT (DPW #177,107,
ENCUMBERED UNDER DPAT08000047). REMAINING BALANCE OF \$47,909.64 IN
INTERIM AGREEMENT PO TRANSFERRED TO FINAL AGREEMENT.

5/21/09: MOD #1 (PARTIAL ENCUMBRANCE #5) ADDS \$27,600, 0 DAYS, AND 1
SUB TO THE AGREEMENT. TOTAL CONTRACT AMOUNT AS MODIFIED, INCLUDING

CONTINUED, NEXT PAGE

PURCHASE ORDER - NON PURCHASING
DPW - ARCHITECTURE

PO NUMBER: DPAT09000093
PO AMOUNT: \$24,635,409.94

REIMBURSABLES, NTE \$51,177,600.

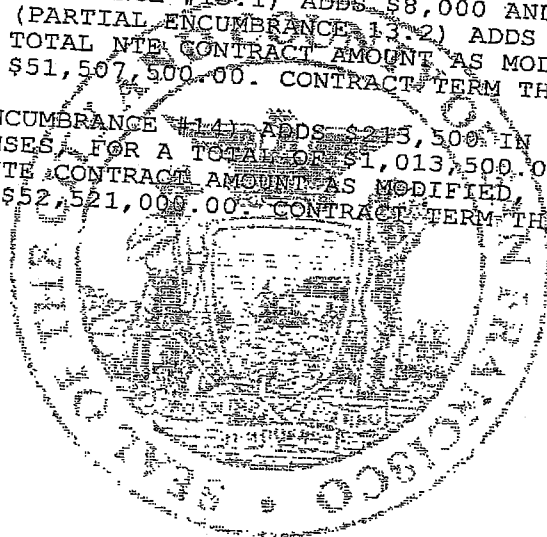
7/20/09: MOD #2 (PARTIAL ENCUMBRANCE #6) ADDS \$101,200 AND 0 DAYS TO THE AGREEMENT. TOTAL CONTRACT AMOUNT AS MODIFIED, INCLUDING REIMBURSABLES, NTE \$51,278,800.

5/24/10: MOD #3 (PARTIAL ENCUMBRANCE #10/#6) ADDS \$175,000 AND 0 DAYS TO THE AGREEMENT. TOTAL CONTRACT AMOUNT AS MODIFIED, INCLUDING REIMBURSABLES, NTE \$51,453,800. SUB CINI-LITTLE IS ALSO ADDED TO THE AGREEMENT.

MOD #4 (PARTIAL ENCUMBRANCE #11) ADDS \$27,000 AND 0 DAYS TO THE AGREEMENT. TOTAL NTE CONTRACT AMOUNT AS MODIFIED, INCLUDING REIMBURSABLES, IS \$50,730,800.00. TOTAL ENCUMBERED FUNDS TO DATE, INCLUDING THIS ENCUMBRANCE, ARE \$29,711,998. TOTAL UNENCUMBERED FUNDS REMAINING, INCLUDING THIS ENCUMBRANCE, ARE \$21,768,802.00.

MOD #5 (PARTIAL ENCUMBRANCE #13.1) ADDS \$8,000 AND 0 DAYS TO THE AGREEMENT. MOD #6 (PARTIAL ENCUMBRANCE #13.2) ADDS \$18,700 AND 0 DAYS TO THE AGREEMENT. TOTAL NTE CONTRACT AMOUNT AS MODIFIED, INCLUDING REIMBURSABLES, IS \$51,507,500.00. CONTRACT TERM THROUGH 1/01/15.

MOD #7 (PARTIAL ENCUMBRANCE #14) ADDS \$215,500 IN FEES AND \$800,000 IN REIMBURSABLE EXPENSES, FOR A TOTAL OF \$1,013,500.00, AND 0 DAYS TO THE AGREEMENT. TOTAL NTE CONTRACT AMOUNT AS MODIFIED, INCLUDING REIMBURSABLES, IS \$52,521,000.00. CONTRACT TERM THROUGH 1/01/2015.



PURCHASE ORDER - NON PURCHASING
DPW - ARCHITECTURE

PO NUMBER: DPAT09000093
PO AMOUNT: \$24,635,409.94

ITEM	COMMODITY ID NAME/SPECS	UOM TAX	QUANTITY	UNIT PRICE	TOTAL PRICE
1	7210-10 SVC, ARCHITECTURE; GENERAL	JB N	1.00	3,117,362.9400	3,117,362.94

JOB#6694A
BOARD OF SUPERVISORS ORDINANCE #403-08
PSC#4105-06/07, APPROVED 2/20/07
PROJECT: ARCHITECTURAL AND ENGINEERING DESIGN SERVICES FOR THE
SAN FRANCISCO GENERAL HOSPITAL REBUILD PROGRAM

WORK SCOPE INCLUDES CRITICAL PATH TASKS AS REQUIRED BY EIR PROCESS,
AND DEVELOPMENT OF CONCEPTUAL DESIGN PACKAGES FOR SITE AND UTILITY
MASTER PLAN AND BUILDING DESIGN.

PARTIAL ENCUMBRANCE OF \$3,117,362.94 INCLUDES \$2,967,632.94 IN FEES &
\$150,000 REIMBURSABLES.

TOTAL CONTRACT AMOUNT: LUMP SUM SERVICES FEE \$50,400,000
REIMBURSABLE EXPENSES 750,000
TOTAL \$51,150,000.

CONTRACT TO BE ENCUMBERED IN PHASE 2

2	7210-10 SVC, ARCHITECTURE; GENERAL	JB N	1.00	700,000.0000	700,000.00
PARTIAL ENCUMBRANCE #2 OF \$700,000 AS INDICATED ON THE OFFMA-81 SUBMITTED ON 1/26/09					
3	7210-10 SVC, ARCHITECTURE; GENERAL	EA N	1.00	300,000.0000	300,000.00
JOB#6694A PARTIAL ENCUMBRANCE #3 PARTIAL ENCUMBRANCE #3 OF \$300,000 PER THE OFFMA-81 DATED 2/20/09. TOTAL AMOUNT OF ENCUMBRANCES FOR THIS FINAL AGREEMENT TO DATE IS \$4,117,632.94					

4	7210-10 SVC, ARCHITECTURE; GENERAL	EA N	1.00	169,235.0000	169,235.00
JOB#6694A 4/15/09 PARTIAL ENCUMBRANCE #4.1 PARTIAL ENCUMBRANCE #4.1 OF \$169,235 PER OFFMA-81 DATED 4/14/09. TOTAL AMOUNT OF ENCUMBRANCES FOR THIS FINAL AGREEMENT TO DATE IS					

***** R E V I S E D ***** CHANGE NO: 018
CITY AND COUNTY OF SAN FRANCISCO PAGE :04

PURCHASE ORDER - NON PURCHASING
DPW - ARCHITECTURE

PO NUMBER: DPAT09000093
PO AMOUNT: \$24,635,409.94

ITEM	COMMODITY ID NAME/SPECS	UOM	TAX	QUANTITY	UNIT PRICE	TOTAL PRICE
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\$5,619,162.94

5	7210-10 SVC, ARCHITECTURE; GENERAL	EA	N	1.00	1,332,565.0000	1,332,565.00
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JOB#6694A
4/15/09

DPW#177,975

PARTIAL ENCUMBRANCE #4.2

PARTIAL ENCUMBRANCE #4.2 OF \$1,332,565 PER OFFMA-81 DATED 4/14/09.
TOTAL AMOUNT OF ENCUMBRANCES FOR THIS FINAL AGREEMENT TO DATE IS
\$5,619,162.94

6	7210-10 SVC, ARCHITECTURE; GENERAL	JB	N	1.00	27,600.0000	27,600.00
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JOB#6694A
5/21/09

DPW#177,975

PARTIAL ENCUMBRANCE #5

CONTRACT MOD #1 ADDS \$27,600, 0 DAYS, AND 1 SUB TO THE AGREEMENT.
ADDITIONAL SCOPE OF WORK INCLUDES ADDED SERVICES BY THE FIRE AND LIFE
SAFETY CONSULTANTS DURING THE DESIGN PHASE AND OSHPD REVIEW PHASE OF
THE PROJECT, TO ACCOMMODATE CSHED CODE CHANGES RELATED TO HIGH RISE
CONSTRUCTION REQUIREMENTS. EXPANDED SERVICES SHALL COVER ADD'L DRAWING
REVIEWS, MEETINGS, JUSTIFICATION DOCS, AND GENERAL CONSULTING.

TOTAL CONTRACT AMOUNT: SERVICES FEES \$50,427,600.00
REIMBURSABLE EXPENSES 750,000.00
TOTAL \$51,177,600.00
TOTAL AMOUNT OF ENCUMBRANCES FOR THIS FINAL AGREEMENT TO DATE IS
\$5,646,762.94

7	7210-10 SVC, ARCHITECTURE; GENERAL	EA	N	1.00	4,998,773.0000	4,998,773.00
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JOB#6694A
7/20/09

DPW#177,975

PARTIAL ENCUMBRANCE #6

CONTRACT MOD #2 ADDS \$101,200 AND 0 DAYS TO THE AGREEMENT. EXPANDED
SCOPE OF WORK INCLUDES ADDITIONAL SERVICES BY THE STRUCTURAL ENGINEER,
ARUP, DUE TO THE USE OF A NEW SET OF GROUND MOTIONS REQUIRED BY THE
CALIFORNIA GEOLOGICAL SURVEY (CAN2 1802A.6.2). TOTAL CONTRACT AMOUNT
AS MODIFIED NTE \$51,278,800 (INCLUDES \$750,000 IN REIMBURSABLE
EXPENSES).

CONTINUED, NEXT PAGE

PURCHASE ORDER - NON PURCHASING
 DPW - ARCHITECTURE

PO NUMBER: DPAT09000093
 PO AMOUNT: \$24,635,409.94

ITEM	COMMODITY ID NAME/SPECS	UOM	TAX	QUANTITY	UNIT PRICE	TOTAL PRICE
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TOTAL CONTRACT AMOUNT: \$50,528,800.00 (50.4M+27.6K+101.2K)
 SERVICES FEES: 750,000.00
 REIMBURSABLE EXPENSES: \$51,278,800.00
 TOTAL:

AMOUNT OF THIS ENCUMBRANCE (INCLUDING MOD #2 OF \$101,200) IS
 \$4,998,773.
 CURRENT FEE ENCUMBRANCE: \$4,668,773
 CURRENT REIMBURSABLE ENCUMBRANCE: \$330,000
 CURRENT TOTAL ENCUMBRANCE #6: \$4,998,773

8	7210-10 SVC, ARCHITECTURE; GENERAL	JB	N	1.00	3,081,417.0000	3,081,417.00
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JOB#6694A

DPW#177,975

PARTIAL ENCUMBRANCE #7

PARTIAL ENCUMBRANCE OF \$3,081,417 PER OFFMA-81 DATED 11/18/09.

CURRENT FEE ENCUMBRANCE: \$3,081,417
 CURRENT REIMBURSABLE ENCUMBRANCE: \$3,081,417
 CURRENT TOTAL ENCUMBRANCE #7: \$3,081,417

9	7210-10 SVC, ARCHITECTURE; GENERAL	EA	N	1.00	1,809,802.0000	1,809,802.00
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JOB#6694A
 2/11/10

DPW#177,975

PARTIAL ENCUMBRANCE #8

PARTIAL ENCUMBRANCE #8 OF \$1,809,802 AUTHORIZED BY OFFMA-81 DATED
 1/29/10. ADDITIONAL ENCUMBRANCE OF \$1,3,000 TO BE PROCESSED PENDING
 APPROVAL OF MOD #3.

10	7210-10 SVC, ARCHITECTURE; GENERAL	EA	N	1.00	2,042,543.0000	2,042,543.00
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JOB#6694A
 4/30/10

DPW#177,975

PARTIAL ENCUMBRANCE #9/#5

PARTIAL ENCUMBRANCE #9/#5 OF \$2,042,543 AUTHORIZED BY OFFMA-81 DATED
 4/06/10 AND CORRESPONDING A/E DESIGN SERVICE AGREEMENT SUMMARY. TOTAL
 ENCUMBERED FUNDS TO DATE, INCLUDING THIS ENCUMBRANCE, IS \$27,459,089.
 TOTAL UNENCUMBERED FUNDS REMAINING: \$23,994,711.

05/28/10: CHANGING FUND SOURCE FROM 3C XCF 08A TO 3C XCF 08B PER
 REQUEST OF MICHELLE DEA AND SALLY CHAN. (CC)

PURCHASE ORDER - NON PURCHASING
DPW - ARCHITECTURE

PO NUMBER: DPAT09000093
PO AMOUNT: \$24,635,409.94

ITEM	COMMODITY ID NAME/SPECS	UOM TAX	QUANTITY	UNIT PRICE	TOTAL PRICE
11	7210-10 SVC, ARCHITECTURE; GENERAL	JB N	1.00	175,000.0000	175,000.00

JOB#6694A
5/24/10

DPW#177,975

PARTIAL ENCUMBRANCE #10/6

CONTRACT MOD #3 ADDS \$175,000, 0 DAYS, AND 1 SUB TO THE AGREEMENT.
THIS MODIFICATION IS TO PROVIDE ARCHITECTURAL AND ENGINEERING SERVICES
ASSOCIATED WITH EXPANSION OF THE FOOD SERVICE AREA FROM 1,200 TO 6,000
SQUARE FEET IN THE NEW HOSPITAL BUILDING.

TOTAL CONTRACT AMOUNT:
SERVICES FEES:
REIMBURSABLE EXPENSES:
TOTAL:

\$50,703,800.00 (50.4M+27.6K+101.2K+175K)
750,000.00
\$51,453,800.00

12	7210-10 SVC, ARCHITECTURE; GENERAL	JB N	1.00	2,225,909.0000	2,225,909.00
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JOB#6694A
06/10/10

DPW#177,975

PARTIAL ENCUMBRANCE #10/6 (#6 FINAL AGREEMENT)

PARTIAL ENCUMBRANCE #10/6 OF \$2,225,909 AUTHORIZED BY OFFMA-81
DATED 5/28/10 AND CORRESPONDING A/E DESIGN SERVICE AGREEMENT SUMMARY.
TOTAL ENCUMBERED FUNDS TO DATE, INCLUDING THIS ENCUMBRANCE:
\$29,684,998. TOTAL UNENCUMBERED FUNDS REMAINING: \$21,768,802.

13	7210-10 SVC, ARCHITECTURE; GENERAL	JB N	1.00	27,000.0000	27,000.00
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JOB#6694A

DPW#177,975

MOD #4 ENCUMBRANCE #11

CONTRACT MOD #4 ADDS \$27,000 AND 0 DAYS TO THE AGREEMENT. THIS MOD IS
FOR ADDITIONAL ARCHITECTURAL AND ENGINEERING SERVICES FOR THE REVISED
PERMANENT RECONFIGURATION OF THE SOUTH TURNAROUND AND PARKING AREAS.
MAIN HOSPITAL PUBLIC SOUTH PARKING LOT REMODEL WORK DRAWINGS PROVIDED
BY CCSF, BUREAU OF ARCHITECTURE, ARE TO BE INCORPORATED INTO THE
LATEST PERMANENT RECONFIGURATION OF THE SOUTH TURNAROUND AND PARKING
AREAS, REFERENCE ATTACHED FCA CORRESPONDENCE DATED 2/01/2010 AND BRIO
ENGINEERING CORRESPONDENCE DATED 11/25/09 FOR BREAKDOWN IN SCOPE OF
WORK.

TOTAL CONTRACT AMOUNT:
SERVICES FEES:
REIMBURSABLE EXPENSES:
TOTAL:

\$50,730,800.00 (50.4M+27.6K+101.2K+175K+27K)
\$750,000
\$51,480,800.00

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***** R E V I S E D ***** CHANGE NO: 018
CITY AND COUNTY OF SAN FRANCISCO PAGE :07

PURCHASE ORDER - NON PURCHASING
DPW - ARCHITECTURE

PO NUMBER: DPAT09000093
PO AMOUNT: \$24,635,409.94

ITEM	COMMODITY ID	UOM	TAX	QUANTITY	UNIT PRICE	TOTAL PRICE
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14 7210-10 JB N
SVC, ARCHITECTURE; GENERAL

1.00 3,588,003.0000

3,588,003.00

JOB#6694A
11/15/10

DPW# 177,975

PARTIAL ENCUMBRANCE #12

PARTIAL ENCUMBRANCE #12 IN THE AMOUNT OF \$3,588,003.00 AUTHORIZED BY
OFFMA-81 DATED 10/29/10 AND CORRESPONDING A/E DESIGN SERVICE AGREEMENT
SUMMARY. TOTAL ENCUMBERED FUNDS TO DATE, INCLUDING THIS ENCUMBRANCE,
ARE \$33,300,001. TOTAL UNENCUMBERED FUNDS REMAINING: \$18,154,099.

15 7210-10 JB N
SVC, ARCHITECTURE; GENERAL

1.00

8,000.0000

8,000.00

JOB#6694A

DPW#177,975

MOD #5 ENCUMBRANCE #13.1

CONTRACT MOD #5 ADDS \$8,000 AND 0 DAYS TO THE AGREEMENT. EXPANDED
SCOPE OF WORK INCLUDES PERFORMING A STUDY TO DETERMINE THE FEASIBILITY
OF PROVIDING HYBRID OPERATING ROOMS FOR THE PROJECT. ADDITIONAL SVCS
FOR THE HYBRID OPERATING ROOM STUDY INCLUDE ARCHITECTURAL STUDIES,
ATTENDING MTGS. WITH CITY AND DEVELOPMENT OF UP TO 3 PLAN OPTIONS
THROUGH CONCEPT DEVELOPMENT FOR FINAL REVIEW & APPROVAL BY THE CITY.
REFERENCE ATTACHED FCA PROPOSAL DATED 8/25/10 REVISED 10/10/10.

ORIGINAL CONTRACT AMOUNT (BASIC FEES) \$ 50,400,000.00
ORIGINAL CONTRACT AML (REIMBURSABLES) \$ 750,000.00
TOTAL ORIGINAL CONTRACT AMOUNT \$ 51,150,000.00

AMOUNT OF PREVIOUS MODIFICATIONS \$ 330,800.00
CONTRACT AMOUNT PRIOR TO THIS MODIFICATION \$ 51,480,800.00

AMOUNT OF THIS MODIFICATION #5 \$ 8,000.00

TOTAL CONTRACT AMOUNT AS MODIFIED NTE: \$ 51,488,800.00
TOTAL ENCUMBERED FUNDS TO DATE, INCLUDING THIS ENCUMBRANCE, ARE
\$33,326,701. TOTAL UNENCUMBERED FUNDS REMAINING, INCLUDING THIS
ENCUMBRANCE, ARE \$18,180,799. CONTRACT TERM REMAINS THROUGH 1/01/15.

16 7210-10 JB N
SVC, ARCHITECTURE; GENERAL

1.00

18,700.0000

18,700.00

JOB#6694A

DPW#177,975

MOD #6, ENCUMBRANCE #13.2

CONTRACT MOD #6 ADDS \$18,700 AND 0 DAYS TO THE AGREEMENT. EXPANDED
SCOPE OF WORK INCLUDES REVISIONS TO LANDSCAPE DRAWINGS AND SPECS, TO
INCORPORATE ARTWORK FOR THE PROJECT (FRONT PLAZA & SFGH ENTRANCE).

CONTINUED, NEXT PAGE

ITEM	COMMODITY ID NAME/SPECS	UOM	TAX	QUANTITY	UNIT PRICE	TOTAL PRICE
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COORDINATION W/ARTIST ANNA MURCH IS INCLUDED IN THE ADDITIONAL SCOPE OF SERVICES. REFERENCE FCA'S PROPOSAL DATED 10/12/10.

ORIGINAL CONTRACT AMOUNT (BASIC FEES):	\$ 50,400,000.00
ORIGINAL CONTRACT AMT (REIMBURSABLES):	\$ 750,000.00
TOTAL ORIGINAL CONTRACT AMOUNT:	\$ 51,150,000.00
AMOUNT OF PREVIOUS MODIFICATIONS:	\$ 338,800.00
CONTRACT AMOUNT PRIOR TO THIS MODIFICATION:	\$ 51,488,800.00
AMOUNT OF THIS MODIFICATION #6:	\$ 18,700.00

TOTAL CONTRACT AMOUNT AS MODIFIED NTE: \$ 51,507,500.00
 TOTAL ENCUMBERED FUNDS TO DATE, INCLUDING THIS ENCUMBRANCE, ARE \$ 51,507,500.00
 \$33,326,701. TOTAL UNENCUMBERED FUNDS REMAINING, INCLUDING THIS ENCUMBRANCE, ARE \$18,180,799. CONTRACT TERM REMAINS THROUGH 1/01/15.

17 7210-10	JB N	1.00	1,013,500.0000	1,013,500.00
SVC, ARCHITECTURE; GENERAL				
JOB#6694A	DPW#177,975			

CONTRACT MOD #7 ADDS A TOTAL OF \$1,013,500 (\$213,500 + \$800,000) AND 0 DAYS TO THE AGREEMENT. MOD #7 INCLUDES: 1) ADD SERVICES RELATED TO ADDITIONAL IDF ROOMS, FIRE PROTECTION FOR TELECOMMUNICATIONS AND ADDITIONAL TELECOM SITE PATHWAY ROUTING (\$213,500); & 2) AN ADDITION OF \$800,000 TO FCA'S REIMBURSABLE EXPENSE ALLOWANCE. REFERENCE FCA'S PROPOSALS DATED 3/8/11, 3/27/11 AND 5/10/11.

ORIGINAL CONTRACT AMOUNT (BASIC FEES)	\$ 50,400,000.00
ORIGINAL CONTRACT AMT (REIMBURSABLES)	\$ 750,000.00
TOTAL ORIGINAL CONTRACT AMOUNT	\$ 51,150,000.00
AMOUNT OF PREVIOUS MODIFICATIONS:	\$ 357,500.00
CONTRACT AMOUNT PRIOR TO THIS MODIFICATION:	\$ 51,507,500.00
AMOUNT OF THIS MODIFICATION #7:	\$ 1,013,500.00

TOTAL CONTRACT AMOUNT AS MODIFIED NTE: \$ 52,521,000.00
 TOTAL ENCUMBERED FUNDS TO DATE, INCLUDING THIS ENCUMBRANCE, ARE \$ 52,521,000.00
 \$34,340,201. TOTAL UNENCUMBERED FUNDS REMAINING, INCLUDING THIS ENCUMBRANCE, ARE \$18,180,799. CONTRACT TERM REMAINS THROUGH 1/01/15.

TOTAL ITEMS AMOUNT	\$24,635,409.94
SALES TAX	\$.00
INVOICE AMOUNT	\$24,635,409.94

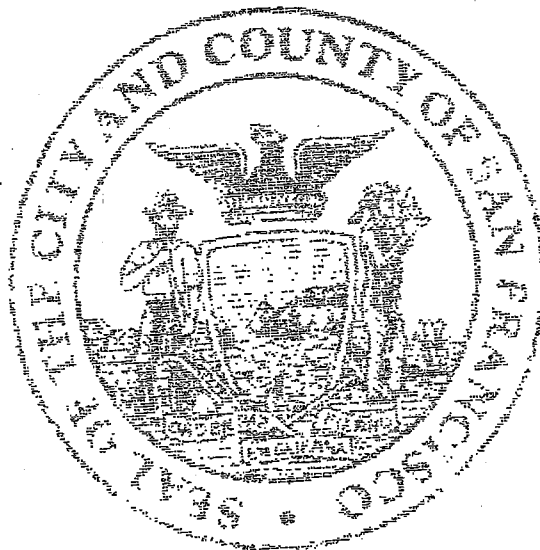
**** END OF ITEM LIST ****

***** R E V I S E D ***** CHANGE NO: 018
CITY AND COUNTY OF SAN FRANCISCO PAGE :09

PURCHASE ORDER - NON PURCHASING
DPW - ARCHITECTURE

PO NUMBER: DPAT09000093
PO AMOUNT: \$24,635,409.94

SFX INDEX	SUBOBJ	USERCODE	PROJECT	PRJDTL	GRANT	GRNTDTL	AMOUNT
01	PWA585HAAACP	02701		CHGREB DS3354			4,286,597.94
02	PWA583CCF08A	02701		CHGREB DS3354			12,438,657.00
03	PWA583CCF08A	02702		CHGREB DS3354			7,910,155.00
04	PWA583CCF08B	02701		CHGREB DS3354			24,635,409.94



**** END OF DOCUMENT ****

Modification of Agreement - #7

Consultant Contracts

This Agreement is made this 16th day of March, 2011, in the City and County of San Francisco.

Whereas, the City & County of San Francisco and Fong & Chan Architects, have entered into a Final Agreement for Architectural and Engineering Design Services for the San Francisco General Hospital Rebuild Program 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 \$ 1,013,500 for changes described in the referenced attachment.

☒ Add ☐ Subtract 0 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

Approved Feb 4, 2011

Edgar Lopez, Bureau Head

Approved

Edward D. Reiskin
Director of Public Works

Approved as to Form:
Dennis J. Herrera
City Attorney

By Deputy City Attorney

CONSULTANT

Fong and Chan Architects
Name of Consultant Firm

1361 Bush Street
Address

San Francisco, CA 94109

City, State, Zip

Chiu Lin Tse-Chan
By (Signature)

CHIU LIN TSE-CHAN, FAIA, CSI, LEED AP
Type Name & Title PRINCIPAL

ATTACHMENT A CONTRACT MODIFICATION 7

Pursuant to Article 1.3 (*Schedule of Services*), Article 8 (*Compensation*), Article 7 (*Additional Services*) and Article 14 (*Modifications*) of the Final Agreement (DPW Order No. 177,975) between the City and County of San Francisco and Fong and Chan Architects ("Architect"), the amount of the Agreement shall be increased by \$1,013,500 (One Million Thirteen Thousand Five Hundred Dollars) to provide additional Architectural and Engineering Services for the San Francisco General Hospital Rebuild Program.

SCOPE OF WORK: Per the Base Contract, Fong and Chan Architects will provide all necessary architectural and engineering services for the San Francisco General Hospital Rebuild Program.

Added scope of work in this Modification includes revisions to drawings and specifications for: (1) the addition of 4 redundant telecommunications Intermediate Distribution Frame (IDF) rooms on Floors 3 to 6 of the new Main Hospital Building and telecom changes, (2) fire protection for telecommunications, and (3) additional telecom site pathway routing.
Appendix A – Scope of Work.

COMPENSATION:

FEE: Professional service fees for this final contract shall be increased by Two Hundred Thirteen Thousand Five Hundred Dollars (\$213,500), resulting in a total lump sum fee of Fifty Million, Nine Hundred Seventy-One Thousand Dollars (\$50,971,000).

Appendix B – Calculation of Charges.

REIMBURSABLES: The reimbursable expense allowance shall be increased by Eight Hundred Thousand Dollars (\$800,000) resulting in a total not-to-exceed amount of One Million Five Hundred Fifty Thousand Dollars (\$1,550,000) and include expenses per Article 8 of the Final Contract.

TOTAL COMPENSATION (Fee + Reimbursables):
Fifty-Two Million, Five Hundred Twenty-One Thousand Dollars (\$52,521,000).

CONTRACT DURATION: The contract duration for services under the final contract shall remain unchanged.

BILLING PROCEDURES: Billing Procedures are per Article 8 of the Agreement between Fong and Chan Architects and the City and County of San Francisco dated June 19, 2008.

APPENDIX A
SCOPE OF WORK

Expanded scope of work includes:

TASK 1 – Additional IDF Rooms and Telecom Revisions

Additional architectural and engineering services for: (1) the addition of four redundant telecommunication Intermediate Distribution Frame (IDF) rooms located on Floors 3 to 6; and (2) for telecom revisions to the remainders of the Main Distribution Frame (MDF) and Intermediate Distribution Frame (IDF). Further details related to this scope of work are referenced in Fong and Chan Architects' Proposal, entitled "Additional A/E Services Fee Proposal – Additional IDF Rooms on Floors 3 to 6 and Misc. Telecom Revisions," dated March 8, 2011 (EXHIBIT 1), attached.

TASK 2 – Fire Protection for Telecommunications

Added architectural and engineering services for: (1) the addition of a Clean Agent and Preaction Sprinkler revisions for Main Distribution Frame Room B113 and Main Point of Entry (MPOE) Room B111; and (2) addition of Preaction Sprinkler systems to all Intermediate Distribution Frame (IDF) rooms on floors B2 through 2 of the New Hospital (Building 25). Further details of this scope of work are referenced in Fong and Chan Architects' Proposal, entitled "Additional A/E Services Fee Proposal – Fire Protection for Telecommunications," dated March 2, 2011 (EXHIBIT 2), attached.

TASK 3 – Additional Telecom Site Pathway Routing

Additional architectural and engineering services for the addition of a redundant telecommunications site pathway routing. Added scope also includes the addition of two 4-inch conduits and vaults. Further details of this scope of work are referenced in Fong and Chan Architects' Proposal, entitled "Additional A/E Services Fee Proposal – Fire Protection for Telecommunications," dated October 5, 2010 (EXHIBIT 3), attached.

APPENDIX B
CALCULATION OF CHARGES

SUMMARY OF ADD SERVICE COSTS:

**TASK 1: Additional IDF Rooms on Floors 3 to 6 &
Telecom Revisions**

<u>DISCIPLINE</u>	<u>FEE</u>
Architectural - FCA	\$40,000
Telecommunications - Teecon	\$55,000
Mechanical - Gayner Engineers	\$15,000
Electrical - FWA	\$20,000
Fire Protection - SJ Engineers	\$16,500
Subtotal:	\$146,500

TASK 2: Fire Protection for Telecommunications

<u>DISCIPLINE</u>	<u>FEE</u>
Fire Protection - SJ Engineers	\$46,820
Architectural - FCA	\$4,680
Subtotal:	\$51,500

TAKS 3: Additional Telecom Site Pathway Routing

<u>DISCIPLINE</u>	<u>FEE</u>
Architectural - FCA	\$7,000
Telecommunications - Teecon	\$7,000
Civil - Brio Engineering	\$1,500
Subtotal	\$15,500

GRAND TOTAL (for added services):

\$213,500

March 16, 2011

**Contract Modification 7 - Contract Cost Information
Fong and Chan Architects**

Task No.	Description			Total Fee
1	Added IDF Rooms and Misc. Telecom Revisions			
2	Fire Protection for Telecommunications		\$	146,500
3	Additional Telecom Site Pathway Routing		\$	51,500
			\$	15,500
Total Add Service in Modification 7:				
			\$	213,500

Original Contract Amount (Basic Fees):	\$50,400,000	
Original Contract Amount (Reimbursables):	\$750,000	
Total of Original Contract		<u>\$51,150,000</u>
Previous Modifications (Services):		
Previous Modifications (Reimbursables):	\$357,500	
Contract Amount prior to this Modification:	\$0	
		<u>\$51,507,500</u>
Amount of Add Service in this Modification:	\$213,500	
Increase of Reimbursables Allowance in this Modification:	\$800,000	
New Contract Amount (including this Modification):		<u><u>\$52,521,000</u></u>

EXHIBIT 1



March 8, 2011

Mr. Ron Alameida
Project Manager
Department of Public Works
City and County of San Francisco
30 Van Ness Avenue
San Francisco, CA 94102

Re: *Additional A/E Professional Services Fee Proposal -
Additional IDF Rooms on Floors 3 to 6 and Misc. Telecom Revisions.*
San Francisco General Hospital Rebuild Program
San Francisco General Hospital and Trauma Center
San Francisco, California
FCA Project No. 345

Dear Ron:

We are respectfully requesting your review and approval of the additional A/E professional services fees for additional scope of work for the addition of a redundant telecommunications Intermediate Distribution Frame (IDF) room on Floors 3 to 6 of the new Main Hospital Building. This change has been requested by San Francisco General Hospital as part of the above referenced project and will provide additional server rack space as well as additional redundancy for each floor beyond what has already been provided as part of the base design.

The scope of work includes the addition of four IDF rooms located on Floors 3 to 6. The intent is that the server racks for the floor would be split between the two rooms and approximately 30% of the network would be interlaced between the two rooms with dual homeruns to provide redundancy if one of the rooms was not functional. The fire protection pre-action systems, electrical UPS systems and HVAC cooling requirements would be similar for both IDF rooms on the floor.

The scope of work also includes telecom revisions to the remainder of the MDF and IDF rooms throughout the building as documented in the SFGH shop drawings approved on 3/2/2011. These revisions are limited to those required for the completion of the OSHPD backcheck set and does not include other systems that have been identified as possible changes. The shop drawings will be reviewed with SFGH and DPW at a subsequent meeting and the scope of work will be identified and agreed upon. The associated fees will be revised to address this defined added scope of work.

The proposed A/E services fee shall be a lump sum fixed fee of **One Hundred and Forty Six Thousand and Five Hundred Dollars (\$146,500)**. The work includes the following design disciplines with their respective services fees:

FCA

FONG & CHAN ARCHITECTS
ARCHITECTURE - PLANNING - INTERIOR DESIGN

1361 BUSH STREET, SAN FRANCISCO, CALIFORNIA 94109 TEL: (415) 931-2600 FAX: (415) 931-4601 E-MAIL: fca@fca-arch.com

EXHIBIT 1

March 8, 2011

Mr. Ron Alameida

*Additional A/E Professional Services Fee Proposal - Additional IDF Rooms on Floors 3 to 6
And Misc. Telecom Revisions.*

Page 2 of 2

DISCIPLINE	FEE
Architectural - FCA	
Telecommunications - Teecom	\$40,000.00
Mechanical - Gayner Engineers	\$55,000.00
Electrical - FWA	\$15,000.00
Fire Protection - SJ Engineers	\$20,000.00
TOTAL REQUIRED FEE	\$146,500.00

Please see the attached fee proposals from the consultants for a more detailed description of the scope of work. The anticipated FCA staff workload for this work is as follows:

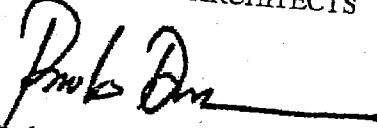
- A. Feasibility Studies, Coordination with SFGH and General Contractor and Revisions to Construction Documents.

*FCA Principal - 40 hours
FCA Associate - 40 hours
FCA Senior Architect - 80 hours
FCA Architect Level I - 40 hours
FCA Architect Level II - 40 hours*

~~The scope of this proposal is limited to the consultants and scope description as noted above. If the reality of the final design requires changes that are significantly different than what has been outlined in this fee proposal or additional consultants are required, we reserve the right to request additional services to address any additional scope of work.~~

Your prompt approval of this services fee proposal would be greatly appreciated. If you have any questions or require any additional information, please do not hesitate to call.

Sincerely,
FONG & CHAN ARCHITECTS


Paolo Diaz
Principal

cc: Joe Chin SF-DPW
Terry Saltz SFGH

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EXHIBIT 1



March 14, 2011

Paolo Diaz
Fong & Chan Architects
1391 Bush Street
San Francisco, Ca. 94109

Engineering Communications
and Security Solutions
for Buildings

1333 Broadway
Suite 601
Oakland CA 94612-1906
510-337-2800 Tel
510-337-2804 Fax

www.teecom.com

Subject: Additional Services Agreement
San Francisco General Hospital
Project #09220-002 - Telecom

Dear Paolo,

This document outlines the additional fee proposed for the additional telecom system design services:

1. New Tower OSHPD Drawing Revisions:
 - A. Addition of 2nd IDF rooms on Floors 3 - 6 (and associated infrastructure changes)
 - B. Revisions to design and layout of Primary and Secondary MDF Rooms
 - C. IDF design changes (floor HVAC, power and other impacts to design changes)

Please review it for your acceptance. All terms and conditions of the Professional Services Agreement, dated 03/26/08 apply to this Additional Services Agreement. Fees quoted are on a lump sum basis.

❖ Summary of Additional Services

New Tower OSHPD Drawing Revisions:

1. Additional IDF rooms on levels 3 through 6
 - A. Provide design/programming support for additional IDF rooms on floors 3 through 6.
 - B. Coordinate mechanical and electrical requirements and BIM modeling in support of new rooms and pathways.
 - C. Update associated riser drawings, floor plans and RCP plans incorporating additional IDF rooms.
2. Revisions to design and layout of Primary and Secondary MDF Rooms
 - A. Revise Primary and Secondary MDF Rooms based on updated criteria provided by owner
 - B. Update associated drawings, floor plans, RCP plans and BIM model incorporating requested changes
3. Revisions to design and layout of existing IDF rooms

David A Marks PE RCDD LEED AP
Laurel Leigh Taylor
Larry A Anderson PE RCDD CDT
Teressa M Abrahamsohn CPP CDT
Kenneth L Webb Jr PMP RCDD CDT

EXHIBIT 1

San Francisco General Hospital – Telecom (#09220) – 3/14/11

Additional Service Agreement

- A. Revise existing IDF Rooms based on updated criteria provided by owner
- B. Update associated drawings, floor plans, RCP plans and BIM model incorporating requested changes

❖ **Compensation**

TEECOM Design Group will perform the Additional Services on a lump sum basis for the amounts indicated below:

Description	Compensation
Addition of 2nd IDF rooms on Floors 3-6	\$30,000
Revisions to design and layout of Primary and Secondary MDF Rooms	\$5,000
IDF Design Changes	\$20,000

❖ **Authorization**

Please acknowledge your concurrence with the foregoing by signing and returning one copy of the Agreement for our records. Thank you.

for FONG & CHAN ARCHITECTS

Date

We appreciate the opportunity and look forward to hearing from you.

Regards,

Matt Flanders
Associate

cc: Randa Habib, TEECOM

FONG & CHAN ARCHITECTS

EXHIBIT 1

**GAYNER
ENGINEERS**



1133 Post Street • San Francisco, CA 94109 • Telephone 415.474.9500 • Fax 415.474.1363

August 29, 2010
Proposal
Via e-mail

Fong and Chan Architects
1361 Bush Street
San Francisco, CA 94109

Attention: Paolo Diaz
Subject: Proposal for Providing MP Engineering Services for
San Francisco General Hospital –
IDF Closet Addition for Floors 3 to 6

Dear Paolo:

Per your email request, we have drawn up this proposal outlining our anticipated scope of Mechanical and Plumbing design work as follows:

1. Based on the current BIM model, the only feasible locations for AC units for cooling these rooms to be a floor-mounted units. This fee proposal assumes that sufficient floor space will be provided for installing a floor-mounted AC unit in each IDF Closet. Otherwise, extensive amount of effort will be required in finding an alternate solution to accommodate ceiling mounted AC units.
2. Provide load calculations for the new IDF closets.
3. Provide chilled water and condensate piping design for the AC units.
4. Using the current BIM model, provide new Mechanical and Plumbing layout for this room and affected adjacent spaces.
5. Provide schedule for new AC units.
6. Update diagrams to add the new AC units.
7. Coordinate with design team and Contractor for modeling the new MP design.
8. Prepare contract documents in the upcoming OSHPD backcheck set.
9. Respond to OSHPD comments.

Based on the items mentioned above, Gayner Engineers is pleased to propose a Lump Sum Fee of Fifteen Thousand (\$15,000) Dollars to perform these services, payable in increments as reflected on billings in proportion to the percentage of completion of the effort.

EXHIBIT 1

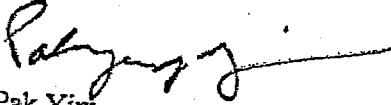
Mr. Paolo Diaz

August 29, 2010
Page 2 of 2

Please let us know if this proposal is acceptable to you.

Sincerely

Gayner Engineers



Pak Yim

cc: File, NM, DP
G:\PROPOSALS\San Francisco General Hospital\Hospital Replacement Project\Fee\SFGH Tower IDF Closet Design
Proposal.docx

EXHIBIT 1

FWA Proposal

From: Oleg Popovitch
To: Paolo Diaz
Cc: Munson Fong
Subject: SFGH: Added IDF Room - proposal request.
Date: Thursday, September 02, 2010 5:19:17 PM

Paolo,

Our estimated electrical fee for addition of IDF rooms on the Third through Sixth Floor is \$20,000. This fee includes revisions to power, lighting and fire alarm plans and panel schedules. This work will also require coordination with mechanical, telecom and fire protection engineers as well as electrical coordination and evaluation of the capacity of previously designed UPS system.

Thank you,
Oleg Popovitch

From: Paolo Diaz [mailto:paolo@fca-arch.com]
Sent: Wednesday, July 28, 2010 2:31 PM
To: Matt Flanders; Pak Yim; Oleg Popovitch
Subject: Added IDF Room - proposal request.

Per the recommendations of the ATT Technology Assessment Report, SFGH has decided to pursue the addition of an IDF room on the Third through Sixth Floor at the location of the Consultation Room (Room No. 4052 on the fourth floor). The room would be widened by 12-inches to provide a 14'-0" wide room for the new IDF. It is assumed that the power and heat load requirements would be the same as the current IDF. Please provide a proposal and description of the scope of work required for this revision. Thank you.

Paolo Diaz
FCA
1361 Bush St.
San Francisco, CA 94109
(415) 931-8600

This e-mail and any files transmitted with it may contain information that is confidential, privileged and exempt from disclosure under applicable law. It is intended solely for the use of the individual or entity to which it addressed. If you are not the intended recipient, you are hereby notified that any use, dissemination, distribution or copying of this e-mail is strictly prohibited. If you have received this e-mail by mistake, please notify the sender and delete this e-mail from your system.

EXHIBIT 1

SJ Engineering Proposal

SFGH Alternate IDF Floor 3 106

2/9/2011
SCOPE OF WORK

	Firm	Principal	Project Engr	Design	CADD	Staff	FEE
		\$150	\$150	\$130	\$60	\$70	
Revise Specs	SJE	2	0	0	0	1	\$450.00
Revise Dwg FP2-2, FP2-3, FP2-4, FP2-5 & FP2-6	SJE	1	2	0	4	0	\$910.00
Revise Dwg FP2-2A, FP2-3A, FP2-4A, FP2-5A, & FP2-6A	SJE	2	12	0	12	0	\$3,140.00
Revise Dwg FP5-2	SJE	1	2	0	4	0	\$910.00
Add Dwg FP3-5 (enlarge plans)	SJE	2	20	0	20	0	\$4,980.00
Coordination with architect	SJE	4	0	0	0	0	\$760.00
Coordination with NorthStar	SJE	4	2	2	2	0	\$1,480.00
Coordination with electrical	SJE	0	0	0	0	0	\$300.00
Coordination with OSHPD	SJE	2	0	0	0	0	\$380.00
Meeting	SJE	0	0	0	0	0	\$920.00
Construction Administration	SJE	4	0	0	0	0	\$1,940.00
Structural Calcs for clean agent & panel supports	SJE	0	12	0	2	2	\$0.00
Quality Control	SJE	0	0	0	0	0	\$540.00
Sub-Total SJE	SJE	24	62	2	46	3	\$16,510.00

FEE SUMMARY

Total SJE Engineering Fee

\$16,510.00

EXHIBIT 2



March 2, 2011

Mr. Ron Alameida
Project Manager
Department of Public Works
City and County of San Francisco
30 Van Ness Avenue
San Francisco, CA 94102

Re: **Additional A/E Professional Services Fee Proposal – Fire Protection for Telecommunications**
San Francisco General Hospital Rebuild Program
San Francisco General Hospital and Trauma Center
San Francisco, California
FCA Project No. 345

Dear Ron:

We are respectfully requesting your review and approval of the additional A/E professional services fees for additional scope of work for the addition of a Clean Agent and Preaction Sprinkler Revisions for the Alternate Main Distribution Frame Room B113 and Main Point of Entry (MPOE) Room B111. The scope of work also includes addition of Preaction Sprinkler systems to all Intermediate Distribution Frame (IDF) rooms on Floors B2 through 2 of the new Main Hospital Building. This change has been requested by San Francisco General Hospital as part of the above referenced project and will provide additional fire protection for the telecommunications spaces.

The proposed A/E services fee shall be a lump sum fixed fee of Fifty One Thousand Five Hundred Dollars (\$51,500). The work includes the following design disciplines with their respective services fees:

DISCIPLINE	FEE
Fire Protection – <i>SJ Engineers</i>	\$46,820.00
+ 10% FCA Administrative Fee	\$4,680.00
TOTAL REQUIRED FEE	\$51,500.00

Please see the attached fee proposals from the consultants for a more detailed description of the scope of work.

~~The scope of this proposal is limited to the consultants and scope description as noted above. If the reality of the final design requires changes that are significantly different than what has been outlined in this fee proposal or additional consultants are required, we reserve the right to request additional services to address any additional scope of work.~~

Your prompt approval of this services fee proposal would be greatly appreciated. If you have any questions or require any additional information, please do not hesitate to call.

FCA

FONG & CHAN ARCHITECTS
ARCHITECTURE – PLANNING – INTERIOR DESIGN

1361 BUSH STREET, SAN FRANCISCO, CALIFORNIA 94109 TEL: (415) 931-8500 FAX: (415) 931-4601 E-MAIL: fca@fca-arch.com

EXHIBIT 2

March 2, 2011

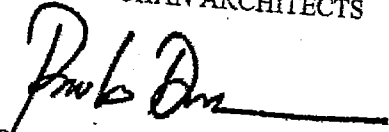
Mr. Ron Alameida

Additional A/E Professional Services Fee Proposal - Additional IDF Rooms on Floors 3 to 6

Page 2 of 2

Sincerely,

FONG & CHAN ARCHITECTS



Paolo Diaz
Principal

cc: Joe Chin SF-DPW
Terry Saltz SFGH

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EXHIBIT 2

SJ Engineering Proposal

SFGH Clean Agent & Preaction Sprinkler Revisions BB111, BB113, ~~BB113~~ PREACTION FOR IDF ROOMS ON FLOORS B2-2ND.

SCOPE OF WORK	Firm	Principal	Project Engineer	Design	CADD	Staff	FEE
		\$150	\$150	\$130	\$50	\$70	
Revise Dwg FP0-2	SJE	1	4	0	0	2	\$930.00
Revise Dwg FP2-B2	SJE	1	2	0	4	0	\$810.00
Revise Dwg FP2-B2B (BB113)	SJE	2	8	0	8	0	\$2,220.00
Revise Dwg FP3-1 (BB116)	SJE	2	8	0	8	0	\$2,220.00
Revise Dwg FP2-B2D (BB111)	SJE	2	8	0	8	0	\$2,220.00
Revise Dwg FP4-1, Detail 4 (BB116)-delete underfloor piping & resize pipes	SJE	1	4	0	2	0	\$950.00
Revise Dwg FP7-1	SJE	1	8	0	8	0	\$2,030.00
Revise Dwg FP7-2	SJE	1	8	0	8	0	\$2,030.00
Revise Dwg FP7-3	SJE	1	8	0	8	0	\$2,030.00
Add Dwg FP 3-3 (BB11 & BB113)	SJE	4	32	0	32	0	\$8,120.00
Coordination with architect	SJE	4	12	0	0	0	\$2,560.00
Coordination with NorthStar	SJE	8	8	0	0	0	\$2,560.00
Coordination with electrical	SJE	2	4	0	0	0	\$580.00
Coordination with OSHPD	SJE	4	4	0	0	0	\$900.00
Revise Specs	SJE	4	4	0	0	2	\$5,900.00
Structural Cales & Documentation for equip. supports	SJE	4	40	0	0	2	\$1,560.00
Meeting	SJE	8	0	0	0	0	\$4,800.00
Construction Administration	SJE	8	20	0	0	4	\$1,950.00
Quality Control	SJE	4	0	0	8	2	\$40,820.00
Sub-Total SJE		63	778	8	82	10	

FEE SUMMARY

\$40,820.00

Total SJE Engineering Fee

EXHIBIT 3



September 21, 2010
(Revised October 5, 2010)

Mr. Ron Alameida
Project Manager
Department of Public Works
City and County of San Francisco
30 Van Ness Avenue
San Francisco, CA 94102

Re: *Additional A/E Professional Services Fee Proposal – Additional Telecom Site Pathway Routing*
San Francisco General Hospital Rebuild Program
San Francisco General Hospital and Trauma Center
San Francisco, California
FCA Project No. 345

Dear Ron:

We are respectfully requesting your review and approval of the additional A/E professional services fees for additional scope of work for the addition of a redundant telecommunications site pathway routing requested by San Francisco General Hospital as part of the above referenced project.

The scope of work includes the addition of two 4-inch conduits and vaults from the planned Building 40 Telecom vault into Building 25 and then through the building to the new Server Rooms. No sump pump is planned for the new vault because there is a sump provided in the adjacent vault.

The proposed A/E services fee shall be a lump sum fixed fee of **Fifteen Thousand and Five Hundred Dollars (\$15,500)**. The work includes the following design disciplines with their respective services fees:

DISCIPLINE	FEE
Architectural – <i>FCA</i>	
Telecommunications – <i>Teecom</i>	\$7,000.00
Civil – <i>Brio Engineering</i>	\$7,000.00
	\$1,500.00
TOTAL REQUIRED FEE	\$15,500.00

Please see the attached fee proposals from the consultants for a more detailed description of the scope of work. The anticipated FCA staff workload for this work is as follows:

- A. Feasibility Studies, Coordination with SFGH and General Contractor and Revisions to Construction Documents.

FCA Principal – 10 hours
FCA Senior Architect – 20 hours
FCA Architect Level I – 10 hours

FCA

FONG & CHAN ARCHITECTS
ARCHITECTURE – PLANNING – INTERIOR DESIGN

1361 BUSH STREET, SAN FRANCISCO, CALIFORNIA 94109 TEL: (415) 931-8800 FAX: (415) 931-4601 E-MAIL: fca@fca-arch.com

EXHIBIT 3

September 21, 2010

Mr. Ron Alameida

Additional A/E Professional Services Fee Proposal – Additional Telecom Site Pathway Routing

Page 2 of 2

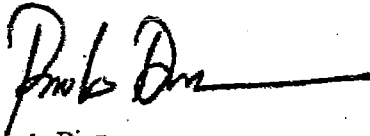
FCA Architect Level III – 40 hours

~~The scope of this proposal is limited to the consultants and scope description as noted above. If the reality of the final design requires changes that are significantly different than what has been outlined in this fee proposal or additional consultants are required, we reserve the right to request additional services to address any additional scope of work.~~

Your prompt approval of this services fee proposal would be greatly appreciated. If you have any questions or require any additional information, please do not hesitate to call.

Sincerely,

FONG & CHAN ARCHITECTS



Paolo Diaz
Principal

cc: Joe Chin SF-DPW
Terry Saltz SFGH

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August 13, 2010

Paolo Diaz
Fong & Chan Architects
1391 Bush Street
San Francisco, Ca. 94109



Engineering Communications
and Security Solutions
for Buildings

1333 Broadway
Suite 601
Oakland CA 94612-1908
510-337-2800 Tel
510-337-2804 Fax

www.teecom.com

Subject: Additional Services Agreement
San Francisco General Hospital - Design Completion
Project #09220 - Telecom

Dear Paolo,

This document outlines the additional fee proposed for the additional telecom system design services:

1. Additional IDF rooms on levels 3 through 6
2. Additional site pathway for added redundancy
3. Design collaboration with WBE/RLS

Please review it for your acceptance. All terms and conditions of the Professional Services Agreement, dated 03/26/08 apply to this Additional Services Agreement. Fees quoted are on a lump sum basis.

❖ Summary of Additional Services

Additional IDF rooms on levels 3 through 6

1. Provide design/programming support for additional IDF rooms on floors 3 through 6.
2. Coordinate mechanical and electrical requirements and BIM modeling in support of new rooms and pathways.
3. Update associated riser drawings, floor plans and RCP plans incorporating additional IDF rooms.

Additional site pathway for added redundancy

1. Provide design/programming support for additional site pathway for added redundancy from Building 25.
2. Update associated drawings and BIM modeling for site and building incorporating pathway changes.

Design collaboration with WBE/RLS

1. Provide design collaboration support with WBE/RLS during OSHPD backcheck design period.

EXHIBIT 3

San Francisco General Hospital - Telecom (#09220) - 08/13/10

Additional Service Agreement

A. Collaborate on design updates and criteria of the project including clarification of the following system and associated infrastructure requirements:

- a. Voice network
- b. Data network
- c. Wireless network
- d. DAS network
- e. Medical equipment network
- f. Nurse Call System
- g. Network integration

❖ **Compensation**

TEECOM Design Group will perform the Additional Services on a lump sum basis for the amounts indicated below:

Description	Compensation
Additional IDF rooms on levels 3 through 6	\$30,000
Additional site pathway for added redundancy	\$7,000
Design collaboration with WBE/RLS	\$35,000
Total Compensation	\$72,000

EXHIBIT 3

San Francisco General Hospital – Telecom (#09220) – 08/13/10

Additional Service Agreement

❖ **Authorization**


Please acknowledge your concurrence with the foregoing by signing and returning one copy of the Agreement for our records. Thank you.

for FONG & CHAN ARCHITECTS

Date

We appreciate the opportunity and look forward to hearing from you.

Regards,


Matt Flanders
Associate

cc: Randa Habib, TEECOM

EXHIBIT 3

BRIC Engineering
ASSOCIATES, INC.
1885 The Alameda, Suite 210
San Jose, CA 95126-1747
Tel: 408.241.5494
Fax: 408.241.5493

September 3, 2010

Mr. Paolo Diaz
Fong & Chan Architects
1361 Bush Street
San Francisco, CA 94109

Subject: San Francisco General Hospital - Additional Services for added Telecom Vault
Project No. SFGH0702
Via: Mail and E-Mail

Dear Paolo,
Per your recent request, we have been asked to revise our plans for the site work associated with an additional Telecom vault and associated conduit routing as shown on the attached sketch, including coordination with the electrical and telecom consultants to accommodate discharge from an additional sump pump if required.

Details of the vault and duct banks will be provided by others.

\$1,500

Proposed additional fee for this work:

Please feel free to call if there are items of work you are aware of that are not included, or we have included scope items that you are not in need of. In order for us to begin work, we will need to see a copy of the signed contract modification from the City of San Francisco covering our scope of work. Thank you again for your consideration. Please let us know if you require any further information.

Very Truly Yours,
Bric Engineering Associates, Inc.

Dennis Valdez, R.C.E.
Principal (RCE 043098)

Acknowledgement and Authorization:

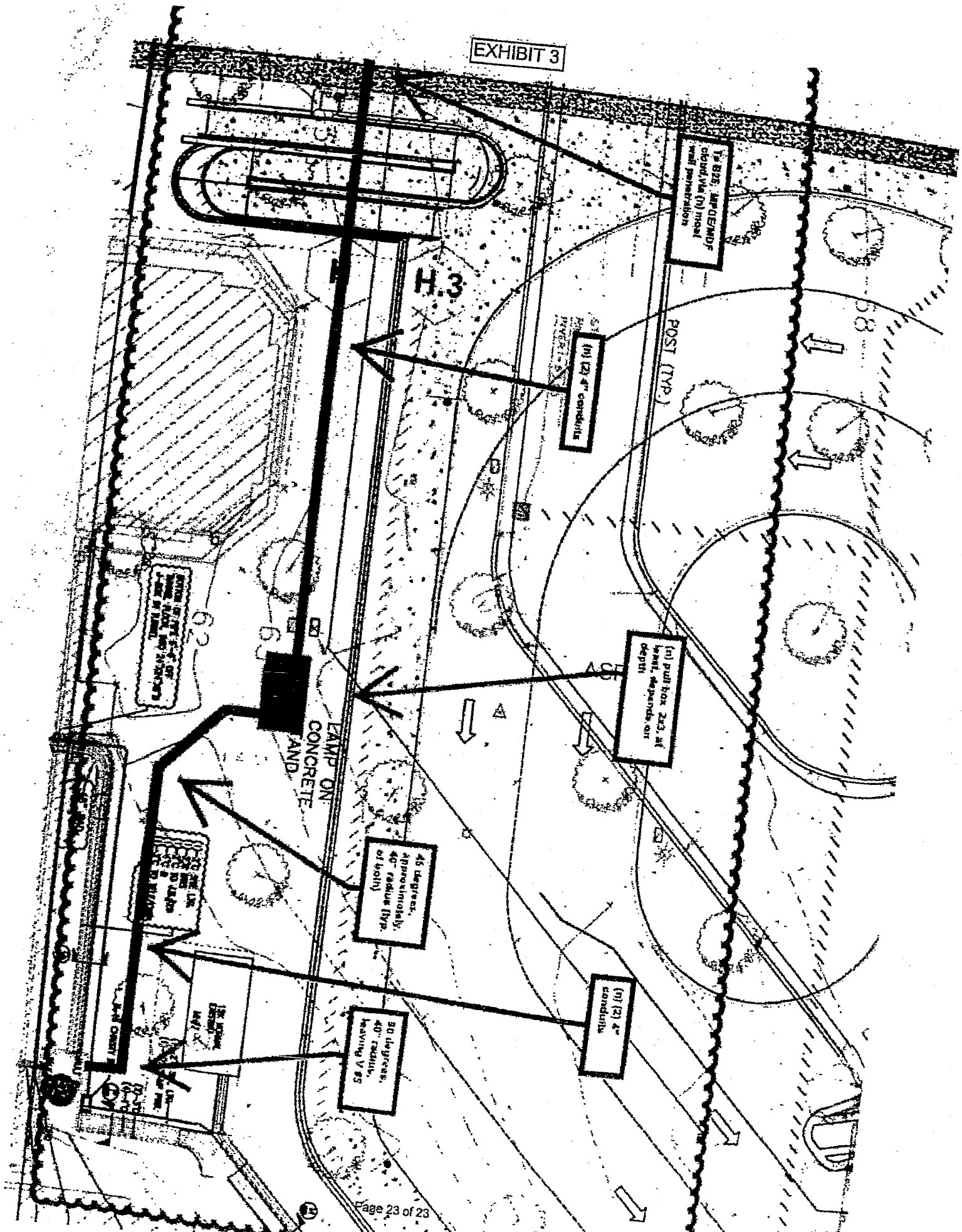
Name: _____

Title: _____ Date: _____

9/3/2010

\\Dgry14\Bric\SF\GH0702\Letters\Additional telecom vault.DOC1 of 1

EXHIBIT 3



ATTACHMENT 3

Modification of Agreement - #10

Consultant Contracts

This Agreement is made this 23rd day of October, 2012, in the City and County of San Francisco.

Whereas, the City & County of San Francisco and Fong & Chan Architects, have entered into a Final Agreement for Architectural and Engineering Design Services for the San Francisco General Hospital Rebuild Program 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 \$ 665,747 for changes described in the referenced attachment.

☒ Add ☐ Subtract 0 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

Recommended:

Ronald Alameida, Program Manager

Fong and Chan Architects
Name of Consultant Firm

Edgar Lopez, Deputy Division Manager

1361 Bush Street
Address

Fuad Sweiss, Deputy Director & City
Engineer
Department of Public Works

San Francisco, CA 94109
City, State, Zip

Approved:

Mohammed Nuru, Director
Department of Public Works

By (Signature)

Approved as to Form:
Dennis J. Herrera
City Attorney

By Deputy City Attorney

Type Name & Title

ATTACHMENT A CONTRACT MODIFICATION 10

Pursuant to Article 1.3 (*Schedule of Services*), Article 8 (*Compensation*), Article 7 (*Additional Services*) and Article 14 (*Modifications*) of the Final Agreement (DPW Order No. 177,975) between the City and County of San Francisco and Fong and Chan Architects ("Architect"), the amount of the Agreement shall be increased by \$665,747 (Six Hundred Sixty-Five Thousand and Seven Hundred Forty-Seven Dollars), to provide additional Architectural and Engineering Services for the San Francisco General Hospital Rebuild Program as outlined below.

SCOPE OF WORK:

BASE SCOPE

Fong and Chan Architects will provide all necessary architectural and engineering services for the San Francisco General Hospital Rebuild Program.

ADDED SCOPE IN THIS MODIFICATION

Additional work includes the following:

1. Task 1 - Value Engineering for Telecommunications
2. Task 2 - Major Redesign of Uninterruptible Power Supply (UPS) System and the addition of Intermediate Distribution Frame (IDF) room on Floors B2 through 2
3. Task 3 - Additional Energy Modeling
4. Task 4 - Power and Cooling Reviews of Telecommunications Spaces
5. Task 5 - Addition of Hybrid Interventional Radiology (IR) and Hybrid Operating Rooms (OR)

See Appendix A – Scope of Work for more details.

COMPENSATION:

FEE: Professional service fees for this final contract shall be increased by Six Hundred Sixty-five Thousand and Seven Hundred Forty-seven Dollars (\$665,747), resulting in a total lump sum fee of Fifty-One Million, Eight Hundred Twenty-Six Thousand and Six Hundred Seven Dollars (\$51,826,607).

See Appendix B – Calculation of Charges for more details.

REIMBURSABLES: The reimbursable expense allowance shall remain unchanged. The reimbursable expense allowance is currently at a total not-to-exceed amount of One Million Five Hundred Fifty Thousand Dollars (\$1,550,000) and include expenses per Article 8 of the Final Contract.

TOTAL COMPENSATION (Fee + Reimbursables):

Fifty-Three Million, Three Hundred Seventy-Six Thousand and Six Hundred Seven Dollars (\$53,376,607).

CONTRACT DURATION: The contract duration for services under the final contract shall remain unchanged.

BILLING PROCEDURES: Billing Procedures are per Article 8 of the Agreement between Fong and Chan Architects and the City and County of San Francisco dated June 19, 2008.

APPENDIX A

SCOPE OF WORK

The added scope of work includes the following:

TASK 1 - Redesign of the low voltage systems to incorporate the value engineering items for the Telecommunications Bid Package (Bid Package #70.5) as described in Fong and Chan Architects' Proposal, entitled "Additional A/E Professional Services Fee Proposal – Value Engineering for Telecommunications," dated May 24, 2012 (EXHIBIT 1), attached.

TASK 2 - Major redesign of the uninterruptible power supply (UPS) and the addition of intermediate distribution frame (IDF) room on Floors B2 through L2. This major UPS/IDF redesign will bring the design in alignment with SFGH current requirements. This is a necessary owner requested change reviewed and accepted by the DPW and DPH Team. Reference Fong and Chan Architects' Proposal, entitled "Additional A/E Professional Services Fee Proposal – Major Redesign to UPS System and Additional IDF Rooms on Floors B2 through 2," dated July 2, 2012 (EXHIBIT 2), attached.

TASK 3 - Additional energy modeling required by the addition of intermediate distribution frame (IDF) closets, uninterruptible power supply (UPS) rooms as described in Fong and Chan Architects' proposal, entitled "Additional A/E Professional Services Fee Proposal – Additional Energy Modeling," dated April 10, 2012 (EXHIBIT 3), attached.

TASK 4 - Review power and cooling of requirements within telecommunications spaces as described in Fong and Chan Architects' Proposal, entitled "Additional A/E Professional Services Fee Proposal – Power and Cooling Reviews of Telecommunications Spaces," dated October 24, 2011 (EXHIBIT 4), attached.

TASK 5 – Revise Construction Documents for the addition of a Hybrid Interventional Radiology (IR) and Hybrid Operating Rooms (OR) on Basement Level One of the new hospital (Building 25). This is an owner requested change by the DPH Executive Management. Reference attached Fong and Chan Architects' Proposal, entitled "Additional A/E Professional Services Fee Proposal – Addition of Hybrid IR and Hybrid OR," dated October 15, 2012 (EXHIBIT 5), for further details.

APPENDIX B
CALCULATION OF CHARGES

TASK 1: Value Engineering for Telecommunications

<u>DISCIPLINE</u>	<u>FEE</u>
Architectural - FCA (10% Administrative Fee)	\$8,515
Telecommunications - Teecom	\$85,158
Subtotal:	<u>\$93,673</u>

TASK 2: Major Redesign to UPS System & Additional IDF Rooms on Floors B2 Through 2

<u>DISCIPLINE</u>	<u>FEE</u>
Architectural - FCA	\$84,000
Mechanical - Gayner Engineers	\$17,500
Electrical - FWA	\$151,020
Fire Protection - SJ Engineers	\$19,000
Subtotal:	<u>\$271,520</u>

TASK 3: Additional Energy Modeling

<u>DISCIPLINE</u>	<u>FEE</u>
Architectural - FCA (10% Administrative Fee)	\$450
Energy Consultant - Taylor Engineering	\$4,500
Subtotal	<u>\$4,950</u>

TASK 4: Power Cooling Reviews of Telecommunications Spaces

<u>DISCIPLINE</u>	<u>FEE</u>
Architectural - FCA (10% Administrative Fee)	\$511
Telecommunications - Teecom	\$5,113
Subtotal	<u>\$5,624</u>

TASK 5: Addition of Hybrid IR and Hybrid OR

<u>DISCIPLINE</u>	<u>FEE</u>
Architectural - FCA	\$137,000
Structural - ARUP	\$24,400
Mechanical - Gayner Engineering	\$36,500
Electrical - FWA	\$77,400
Fire Protection - SJ Engineers	\$4,680
Telecommunications - Teecon	\$10,000
Subtotal	\$289,980
 GRAND TOTAL (Tasks 1 - 5):	 <u><u>\$665,747</u></u>

**Contract Modification No. 10 – Contract Cost Information
Fong and Chan Architects**

Task No.	Description	Total Fee
1	Value Engineering for Telecommunications	\$ 93,673
2	Major Redesign to UPS System & Additional IDF Rooms on Floors B2 through 2	\$ 271,520
3	Additional Energy Modeling	\$ 4,950
4	Power and Cooling Reviews of Telecommunications Spaces	\$ 5,624
5	Addition of Hybrid IR and Hybrid OR	\$ 289,980
Total Add Service in Modification 10:		\$ 665,747

Original Contract Amount (Basic Fees):	\$50,400,000	
Original Contract Amount (Reimbursables):	\$750,000	
Total of Original Contract		<u>\$51,150,000</u>
Previous Modifications (Services):	\$760,860	
Previous Modifications (Reimbursables):	\$800,000	
Contract Amount prior to this Modification:		<u>\$52,710,860</u>
Amount of Add Service in this Modification:	\$ 665,747	
Increase of Reimbursables Allowance in this Modification:	\$0	
New Contract Amount (including this Modification):		<u>\$53,376,607</u>

EXHIBIT 1



October 24, 2011 (Revised May 24, 2012)
Revised August 2012 *md*

Mr. Ron Alameida
Project Manager
Department of Public Works
City and County of San Francisco
30 Van Ness Avenue
San Francisco, CA 94102

Re: *Additional A/E Professional Services Fee Proposal – Value Engineering for
Telecommunications*
San Francisco General Hospital Rebuild Program
San Francisco General Hospital and Trauma Center
San Francisco, California
FCA Project No. 345

Dear Ron:

We are respectfully requesting your review and approval of the additional A/E professional services fees for additional scope of work for value engineering items for the Telecommunications Package as described in the attached fee proposal from Teecom dated July 6, 2012.

The proposed A/E services fee shall be a lump sum fixed fee of **Ninety Three Thousand Six Hundred Seventy Three Dollars (\$93,673.00)**. The work includes the following design disciplines with their respective services fees:

DISCIPLINE	FEE
Telecommunications – Teecom	\$85,158.00
+ 10% FCA Administrative Fee	\$8,515.00
TOTAL REQUIRED FEE	\$93,673.00

Please see the attached fee proposals from the consultants for a more detailed description of the scope of work.

~~The scope of this proposal is limited to the consultants and scope description as noted above. If the reality of the final design requires changes that are significantly different than what has been outlined in this fee proposal or additional consultants are required, we reserve the right to request additional services to address any additional scope of work.~~

Your prompt approval of this services fee proposal would be greatly appreciated. If you have any questions or require any additional information, please do not hesitate to call.

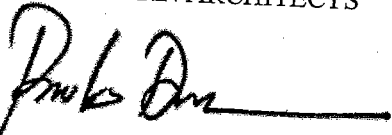
FCA

FONG & CHAN ARCHITECTS
ARCHITECTURE – PLANNING – INTERIOR DESIGN

1361 BUSH STREET, SAN FRANCISCO, CALIFORNIA 94109 TEL: (415) 931-8600 FAX: (415) 931-4601 E-MAIL: fca@fca-arch.com

EXHIBIT 1

Sincerely,
FONG & CHAN ARCHITECTS

A handwritten signature in black ink, appearing to read "Paolo Diaz", followed by a horizontal line.

Paolo Diaz
Principal

cc: Joe Chin SF-DPW
Terry Saltz SFGH

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EXHIBIT 1



July 6, 2012

Paolo Diaz
Fong & Chan Architects
1391 Bush Street
San Francisco, Ca. 94109

Subject: Additional Services Proposal
San Francisco General Hospital
Project #09220 - Value Engineering Collaboration and Documentation

Dear Paolo,

This memo outlines our proposed additional services for the requested Value Engineering Collaboration and Documentation scope for the project. All terms and conditions of the Professional Services Agreement, dated 03/26/08, apply to this Additional Services Agreement.

❖ Additional Services

Value Engineering Collaboration and Documentation

1. Attend meetings to review and collaborate on value engineering items.
2. Review proposals from sub vendors for scope and applicable cost (i.e. DAS, iPatch etc).
3. Update OSHPD permit drawings and specifications to reflect approved changes to design.

Value Engineering items include the following:

Telecommunications

- Remove discrete patch panels from the drawings and specifications
- Remove iPatch Panels / Software / Integration from the drawings and specifications
- Remove/revise cable redundancy requirements - Patient/Exam Rooms from the drawings
- Remove/revise cable redundancy requirements - Support Areas (nurse stations/back office) from the drawings
- Revise 5" x 5" Backbox requirement to 4-11/16" x 4-11/16" Backbox from the drawings and specifications
- Remove B2 Level Redundant IDF from the drawings (including updated pathways and other support criteria)
- Remove Level 2 Redundant IDF (including updated pathways and other support criteria)
- Remove Augmented Fiber Requirements from the drawings and specifications

Nurse Call

- Remove secondary auxiliary port outlets from the drawings

- Remove or integrate code blue/staff alert devices at headwall and entry door in the drawings

Security

- Remove 12" x 12" junction box and dedicated conduit from the drawings and specifications

Audio Visual

- Reduce/remove CATV horizontal requirements from the drawings and specifications
- Revise Digital Signage requirements in the drawings and specifications (will be FF&E)
- Removed requirement for the installation of OFCI TV's from specifications
- Remove/revise AV Alternates in the drawings and specifications (will be FF&E)

❖ Compensation

TEECOM Design Group will perform the Additional Services on a lump sum basis for the amounts indicated below:

Phase	Compensation
Value Engineering Collaboration and Documentation	\$85,158
Total Additional Service Compensation	\$85,158

❖ Authorization

Please acknowledge your acceptance of this Agreement by signing below and returning one copy of the Agreement for our records. If this Agreement is not accepted by the Client within 30 days from the date first written above, it will be deemed null and void.

for FONG & CHAN ARCHITECTS

Date

We appreciate this opportunity and look forward to hearing from you.

Regards,

Matt Flanders
Associate

cc: Larry Anderson, TEECOM
Randa Habib, TEECOM

FONG & CHAN ARCHITECTS

EXHIBIT 2



September 20, 2011 (Revised July 2, 2012)

Mr. Ron Alameida
Project Manager
Department of Public Works
City and County of San Francisco
30 Van Ness Avenue
San Francisco, CA 94102

Re: **Additional A/E Professional Services Fee Proposal –
Major Redesign to UPS system and Additional IDF Rooms on Floors B2 through 2**
San Francisco General Hospital Rebuild Program
San Francisco General Hospital and Trauma Center
San Francisco, California
FCA Project No. 345

Dear Ron:

We are respectfully requesting your review and approval of the additional A/E professional services fees for additional scope of work for the Major Redesign of the Uninterruptible Power Supply (UPS) System and the addition of a redundant telecommunications Intermediate Distribution Frame (IDF) room on Floors B2 through 2 of the new Main Hospital Building. This change has been requested by San Francisco General Hospital as part of the above referenced project and will provide additional redundancy and functionality for the Information Technology (IT) systems beyond what has already been provided as part of the base design.

Major Redesign to UPS System

The original design of the project currently has only 500KVA of emergency power delivered from either of the two 500KVA UPS but not from both (100% or N+1 redundancy). SFGH had originally requested that the IT systems be provided with 2000 KVA of redundant power, a fourfold increase.

After several months of meeting to determine the actual telecom loads and the planned requirements of the hospital, a consensus was reached that based on IT load calculations, one (1) 500 KVA UPS for critical power was sufficient and providing UPS for the normal power was not required.

Teecom provided power requirements to the design team that were based on an A and B system. The design team proceeded to specify two 500 KVA UPS for N+1 configuration to address the telecom loads. At the same time the hospital requested to size the UPS and electrical rooms to include space to add two future 250 KVA UPS with associated electrical infrastructure.

The final configuration for the UPS and Electrical Rooms accommodate two 500 KVA UPS and two future 250 KVA UPS. The cooling load has been designed for this configuration as well.

FCA

FONG & CHAN ARCHITECTS
ARCHITECTURE - PLANNING - INTERIOR DESIGN

1361 BUSH STREET, SAN FRANCISCO, CALIFORNIA 94109 TEL: (415) 931-8600 FAX: (415) 931-4601 E-MAIL: fca@fca-arch.com

EXHIBIT 2

September 20, 2011 (Revised July 2, 2012)
Mr. Ron Alameida

Additional A/E Professional Services Fee Proposal – Major Redesign to UPS System and Additional IDF Rooms on Floors B2 through 2

Page 2 of 3

The telecommunication work for this scope of work is included in the previously approved telecom fee proposal. This fee proposal addresses the remainder of the design disciplines work to incorporate the redesign to the UPS system by the remainder of the design disciplines.

Additional IDF Rooms on Floors B2 through 2:

The scope of work includes the addition of four IDF rooms located on Floors B2 to 2. These rooms were added after the incorporation of the SFGH approved March 2, 2011 telecommunication drawings by Teecom into the Contract Documents. It was determined that the indicated Secondary Distribution Frames (SDF) and Junior Distribution Frames (JDF) shown on the approved drawings would create problems is distribution and would not allow for sufficient expansion capability. With the concurrence of SFGH, it was decided to provide additional IDF rooms on the floor similar to what had been earlier provided on Floors 3 through 6. The fire protection pre-action systems, electrical UPS systems and HVAC cooling requirements would be similar for all the IDF rooms on the floor.

The telecommunication work for this scope of work is included in the previously approved telecom fee proposal. This fee proposal addresses the remainder of the design disciplines work to incorporate these IDF rooms.

The proposed A/E services fee shall be a lump sum fixed fee of **Two Hundred and Seventy One Thousand and Five Hundred and Twenty Dollars (\$271,520)**. The work includes the following design disciplines with their respective services fees:

DISCIPLINE	FEE
Architectural – <i>FCA</i>	
Mechanical – <i>Gayner Engineers</i>	\$84,000.00
Electrical – <i>FWA</i>	\$17,500.00
Fire Protection – <i>SJ Engineers</i>	\$151,020.00
TOTAL REQUIRED FEE	\$19,000.00
	\$271,520.00

Please see the attached fee proposals from the consultants for a more detailed description of the scope of work. The anticipated FCA staff workload for this work is as follows:

- A. Feasibility Studies, Design Team Development, Coordination with SFGH and General Contractor, Revisions to Construction Documents and OSHPD Permitting Process.

FCA Principal – 80 hours
FCA Associate – 80 hours
FCA Senior Architect – 120 hours
FCA Architect Level I – 100 hours
FCA Architect Level II – 90 hours

~~The scope of this proposal is limited to the consultants and scope description as noted above. If the reality of the final design requires changes that are significantly different than what has been outlined in this fee proposal or additional consultants are required, we reserve the right to request additional services to address any additional scope of work.~~

EXHIBIT 2

September 20, 2011 (Revised July 2, 2012)

Mr. Ron Alameida

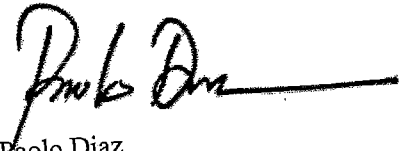
*Additional A/E Professional Services Fee Proposal – Major Redesign to UPS System and
Additional IDF Rooms on Floors B2 through 2*

Page 3 of 3

Your prompt approval of this services fee proposal would be greatly appreciated. If you have any questions or require any additional information, please do not hesitate to call.

Sincerely,

FONG & CHAN ARCHITECTS



Paolo Diaz
Principal

cc: Joe Chin SF-DPW
Terry Saltz SFGH

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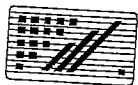


EXHIBIT 2
F. W. ASSOCIATES, INC.
CONSULTING ENGINEERS

330 FRANKLIN STREET, SUITE 400, OAKLAND, CA 94607

TEL: (510) 763-7475

FAX: (510) 763-7033

June 15, 2012

File No. 20-1200-060

Fong & Chan Architects
1361 Bush Street
San Francisco, CA 94109

Attention: Mr. Paolo Diaz

Subject: Additional Service Electrical Engineering Fee Proposal
Redesign of electrical infrastructure associated with revised IT scope
Increment 4
SFGH Rebuild
1001 Potrero Avenue
San Francisco, CA 94110

Dear Paolo,

Per your e-mail request, F.W. Associates is pleased to provide additional electrical engineering services for redesign of electrical infrastructure associated with revised IT scope. Electrical coordination and design for this scope has been completed and included in OSHPD backcheck 2 submittal.

F.W. Associates' additional electrical services consist of the following:

1. Coordination with Gayner Engineers for mechanical units power requirements.
2. Revisions to power, lighting and fire alarm floor plans associated with addition of four IDF rooms and expansion of three IDF rooms.
3. Complete redesign of IT power infrastructure of primary and secondary MDF rooms, MPOE room and 20 IDF rooms.
4. Power redesign for all Teecom specified in-line AC units.
5. Coordination with RLS, Teecom, FCA and Facility (October 2010 through December 2011).
6. Coordination with FCA, Gayner and vendors for sizes and spacing requirements of UPS and electrical rooms (August 2011 through December 2011).
7. Load calculations for multiple options that were developed by RLS.

Compensation:

1. Coordination meetings with RLS & Facility:

Principal-in-Charge:
Project Manager:

4 hours @ \$ 200.00/hr.
96 hours @ \$ 165.00/hr.

= \$ 800.00
= \$ 15,840.00

Subtotal

= \$ 16,640.00

EXHIBIT 2

Additional Service Electrical Engineering Fee Proposal
Redesign of electrical infrastructure associated with revised IT scope
Increment 4
SFGH Rebuild
1001 Potrero Avenue
San Francisco, CA 94110
Page 2

2. Review of RLS options and layouts, responses to comments and normal and emergency power calculations:

Principal-in-Charge:	4 hours @ \$ 200.00/hr.	= \$ 800.00
Project Manager:	96 hours @ \$ 165.00/hr.	= \$ 15,840.00
Administrator:	4 hours @ \$ 80.00/hr.	= \$ 320.00
	Subtotal	= \$ 16,960.00

3. Coordination and meeting with TEECOM and Gayner Engineers:

Principal-in-Charge:	2 hours @ \$ 200.00/hr.	= \$ 400.00
Project Manager:	52 hours @ \$ 165.00/hr.	= \$ 8,580.00
	Subtotal	= \$ 8,980.00

4. Coordination and meetings with vendors for UPS options & sizes:

Principal-in-Charge:	2 hours @ \$ 200.00/hr.	= \$ 400.00
Project Manager:	24 hours @ \$ 165.00/hr.	= \$ 3,960.00
	Subtotal	= \$ 4,360.00

5. Coordination with FCA for UPS & electrical rooms layout:

Project Manager:	24 hours @ \$ 165.00/hr.	= \$ 3,960.00
CADD:	2 hours @ \$ 80.00/hr.	= \$ 160.00
	Subtotal	= \$ 4,120.00

6. Coordination with mechanical, fire alarm and fire protection:

Project Manager:	12 hours @ \$ 165.00/hr.	= \$ 1,980.00
	Subtotal	= \$ 1,980.00

EXHIBIT 2

Additional Service Electrical Engineering Fee Proposal
 Redesign of electrical infrastructure associated with revised IT scope
 Increment 4
 SFGH Rebuild
 1001 Potrero Avenue
 San Francisco, CA 94110
 Page 3

7. Power/lighting/FA re-design of MDF/IDF electrical rooms:

Principal-in-Charge:	8 hours @ \$ 200.00/hr.	= \$ 1,600.00
Project Manager:	260 hours @ \$ 165.00/hr.	= \$ 42,900.00
Designer:	80 hours @ \$ 115.00/hr.	= \$ 9,200.00
CADD:	80 hours @ \$ 80.00/hr.	= \$ 6,400.00
Administrator:	6 hours @ \$ 80.00/hr.	= \$ 480.00
	<u>Subtotal</u>	<u>= \$ 60,580.00</u>

8. OSHPD approval:

Principal-in-Charge:	6 hours @ \$ 200.00/hr.	= \$ 1,200.00
Project Manager:	40 hours @ \$ 165.00/hr.	= \$ 6,600.00
Designer:	40 hours @ \$ 115.00/hr.	= \$ 4,600.00
CADD:	30 hours @ \$ 80.00/hr.	= \$ 2,400.00
Administrator:	6 hours @ \$ 80.00/hr.	= \$ 480.00
	<u>Subtotal</u>	<u>= \$ 15,280.00</u>

9. Construction Administration:

Principal-in-Charge:	12 hours @ \$ 200.00/hr.	= \$ 2,400.00
Project Manager:	80 hours @ \$ 165.00/hr.	= \$ 13,200.00
Designer:	40 hours @ \$ 115.00/hr.	= \$ 4,600.00
Administrator:	24 hours @ \$ 80.00/hr.	= \$ 1,920.00
	<u>Subtotal</u>	<u>= \$ 22,120.00</u>

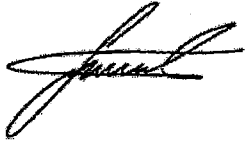
Grand Total **= \$ 151,020.00**

EXHIBIT 2

Additional Service Electrical Engineering Fee Proposal
Redesign of electrical infrastructure associated with revised IT scope
Increment 4
SFGH Rebuild
1001 Potrero Avenue
San Francisco, CA 94110
Page 4

Please don't hesitate to call me should you have any questions.

Sincerely,
F.W. Associates, Inc.

A handwritten signature in black ink, appearing to read "Oleg Popovitch", with a stylized flourish at the end.

Oleg Popovitch, PE
Associate

op/jm



August 2, 2011
Proposal
Via e-mail

Fong and Chan Architects
1361 Bush Street
San Francisco, CA 94109

Attention: **Paolo Diaz**
Subject: **Proposal for Providing MP Engineering Services for
San Francisco General Hospital –
UPS room and IDF Closet Addition/Revisions for Floors B2 to 2**

Dear Paolo:

Per your email request, we have drawn up this proposal outlining our anticipated scope of Mechanical and Plumbing design work as follows:

1. Based on the current BIM model, the only feasible locations for AC units for cooling these rooms to be floor-mounted units. This fee proposal assumes that sufficient floor space will be provided for installing a floor-mounted AC unit in each IDF Closet and UPS room. Otherwise, extensive amount of effort will be required in finding an alternate solution to accommodate ceiling mounted AC units.
2. Provide load calculations for the new and/or previously design IDF closets and UPS room.
3. Provide chilled water and condensate piping design for the AC units.
4. Using the current BIM model, provide new Mechanical and Plumbing layout for this room and affected adjacent spaces.
5. Provide schedule for new AC units.
6. Update diagrams to add the new AC units.
7. Coordinate with design team and Contractor for modeling the new MP design.
8. Prepare contract documents in the upcoming OSHPD backcheck set.
9. Respond to OSHPD comments.

Based on the items mentioned above, Gayner Engineers is pleased to propose a **Lump Sum Fee of Seventeen Thousand Five Hundred (\$17,500) Dollars** to perform these services, payable in increments as reflected on billings in proportion to the percentage of completion of the effort.

Mr. Paolo Diaz

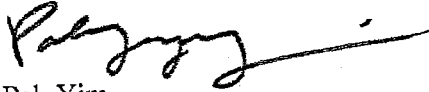
EXHIBIT 2

August 2, 2011
Page 2 of 2

Please let us know if this proposal is acceptable to you.

Sincerely

Gayner Engineers



Pak Yim

cc: File, NM, DP
G:\PROPOSALS\San Francisco General Hospital\Hospital Replacement Project\Fee\SFGH Tower IDF Closet Design
Proposal.docx

EXHIBIT 2

SFGH Clean Agent & Praction Sprinkler Revisions Round 2

8/16/2011

SCOPE OF WORK

Firm	Principal	Project Engr	HOURS		CADD	Staff	FEE
			Designer				
			\$130	\$150	\$80	\$70	
Revise Dwg FP0-2	1	0	1	0	0	0	\$320.00
Revise Dwg FP2-B2	2	0	2	0	0	0	\$640.00
Revise Dwg FP2-B2A	1	0	2	0	0	0	
Revise Dwg FP2-B1	1	0	2	0	0	0	\$450.00
Revise Dwg FP2-B1B	1	0	2	0	8	0	\$1,090.00
Revise Dwg FP2-B1C	1	0	2	0	8	0	\$450.00
Revise Dwg FP2-1	1	0	2	0	0	0	\$1,090.00
Revise Dwg FP2-1B	1	0	2	0	0	0	\$450.00
Revise Dwg FP2-2	1	0	2	0	0	0	\$450.00
Revise Dwg FP2-2B	1	0	2	0	0	0	\$450.00
Revise Dwg FP3-1 (UPS rooms)	1	0	2	0	0	0	\$450.00
Revise Dwg FP3-2, FP3-4, FP3-5	2	8	4	8	0	0	\$2,100.00
Revise Dwg FP4-1, Detail 4 (BB116)-revise UPS piping & resize pipes	1	4	0	4	4	0	\$1,900.00
Revise Dwg FP7-1	1	2	0	2	2	0	\$950.00
Revise Dwg FP7-2	1	2	0	2	2	0	\$650.00
Revise Dwg FP7-3	1	2	0	2	2	0	\$650.00
Coordination with architect	1	2	0	2	2	0	\$1,960.00
Coordination with NorthStar	4	8	0	0	0	0	\$920.00
Coordination with electrical	4	0	0	0	0	0	\$790.00
Coordination with OSHPD	1	4	0	0	0	0	\$190.00
Revise Specs	1	0	0	0	0	0	\$260.00
Structural Calcs & Documentation for equip.supports	1	0	0	0	0	1	\$760.00
Meeting	0	4	0	0	2	0	\$920.00
Quality Control	4	0	0	0	2	0	
Sub-Total SJE	4	0	0	42	2	0	\$19,010.00
	38		23		36	1	
FEE SUMMARY							
Total SJE Engineering Fee							\$19,010.00

EXHIBIT 3



April 10, 2012

Mr. Ron Alameida
Project Manager
Department of Public Works
City and County of San Francisco
30 Van Ness Avenue
San Francisco, CA 94102

Re: ***Additional A/E Professional Services Fee Proposal – Additional Energy Modeling***
San Francisco General Hospital Rebuild Program
San Francisco General Hospital and Trauma Center
San Francisco, California
FCA Project No. 345

Dear Ron:

We are respectfully requesting your review and approval of the additional A/E professional services fees for additional scope of work for additional energy modeling of the project as part of the above referenced project.

The scope of work includes the additional energy modeling by Taylor Engineering required by the addition of several IDF closets, UPS rooms and high efficiency transformers to the project. A revised energy model is required as part of the LEED certification process.

The proposed A/E services fee shall be a lump sum fixed fee of **Four Thousand and Nine Hundred and Fifty Dollars (\$4,950.00)**. The work includes the following design disciplines with their respective services fees:

DISCIPLINE	FEE
Energy Consultant – <i>Taylor Engineering</i>	\$4,500.00
+ 10% FCA Handling Fee	\$450.00
TOTAL REQUIRED FEE	\$4,950.00

~~The scope of this proposal is limited to the consultants and scope description as noted above. If the reality of the final design requires changes that are significantly different than what has been outlined in this fee proposal or additional consultants are required, we reserve the right to request additional services to address any additional scope of work.~~

FCA

FONG & CHAN ARCHITECTS
ARCHITECTURE – PLANNING – INTERIOR DESIGN

1361 BUSH STREET, SAN FRANCISCO, CALIFORNIA 94109 TEL: (415) 931-8600 FAX: (415) 931-4601 E-MAIL: fca@fca-arch.com

EXHIBIT 3

April 10, 2012

Mr. Ron Alameida

Additional A/E Professional Services Fee Proposal – Additional Energy Modeling

Page 2 of 2

Your prompt approval of this services fee proposal would be greatly appreciated. If you have any questions or require any additional information, please do not hesitate to call.

Sincerely,

FONG & CHAN ARCHITECTS

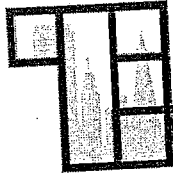


Paolo Diaz
Principal

cc: Joe Chin SF-DPW
Terry Saltz SFGH

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EXHIBIT 3



Taylor Engineering

1080 Marina Village Parkway, Suite 501 ■ Alameda, CA 94501-6427 ■ (510) 749-9135 ■ Fax (510) 749-9136

April 17, 2012

Melanie Bonn
Fong & Chan Architects
1361 Bush Street
San Francisco, CA 94109

Project: San Francisco General Hospital – Energy Studies
Subject: LEED®-NC v2.2 Consulting Fee Proposal

Dear Melanie:

Thank you for inviting Taylor Engineering to propose our services to perform additional energy modeling studies in support of the San Francisco General Hospital design and LEED certification. For this work we propose to evaluate the energy impact of the following design changes:

- Addition of several IDF closets
- Adjustment of space loads
- High efficiency transformers

This work will build upon the energy models that have already been developed for this project and we will report the updated LEED energy performance predictions based on the design revisions above. We propose to complete these additional tasks for \$4500, which will be billed on a lump-sum percent complete basis. The estimated time to complete this work is summarized in the following table:

Task	Hours	
	Senior Designer	Principal
Research on transformer baselines and past USGBC CIRs	4	1
Energy model updates	14	1
Reporting	4	1

This fee is based on the following 2012 hourly rates:

Position	2012 Hourly Rate
Principal	\$215
Associate	\$195
Senior Designer	\$175
Designer	\$155
CAD Technician	\$125

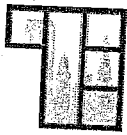


EXHIBIT 3
San Francisco General Hospital – Energy Studies
LEED®-NC v2.2 Consulting Fee Proposal
April 17, 2012
Page 2

Thank you for considering us for this project. We hope this proposed scope of work and fee meets your needs. We look forward to the opportunity to continue working with you.

Sincerely
Taylor Engineering LLC

Hwakong Cheng

EXHIBIT 4



October 24, 2011

Mr. Ron Alameida
Project Manager
Department of Public Works
City and County of San Francisco
30 Van Ness Avenue
San Francisco, CA 94102

Re: *Additional A/E Professional Services Fee Proposal – Power and Cooling Reviews of Telecommunications Spaces*
San Francisco General Hospital Rebuild Program
San Francisco General Hospital and Trauma Center
San Francisco, California
FCA Project No. 345

Dear Ron:

We are respectfully requesting your review and approval of the additional A/E professional services fees for additional scope of work for Power and Cooling Reviews of Telecommunications Spaces as described in the attached fee proposal from Teeecom dated October 12, 2012. 2011. ^{MD}

The proposed A/E services fee shall be a lump sum fee of Five Thousand Six Hundred and Twenty Four Dollars (\$5,624.00). The work includes the following design disciplines with their respective services fees:

DISCIPLINE	FEE
Telecommunications – Teeecom	\$5,113.00
+ 10% FCA Administrative Fee	\$511.00
TOTAL REQUIRED FEE	\$5,624.00

Please see the attached fee proposals from the consultants for a more detailed description of the scope of work.

~~The scope of this proposal is limited to the consultants and scope description as noted above. If the reality of the final design requires changes that are significantly different than what has been outlined in this fee proposal or additional consultants are required, we reserve the right to request additional services to address any additional scope of work.~~

Your prompt approval of this services fee proposal would be greatly appreciated. If you have any questions or require any additional information, please do not hesitate to call.

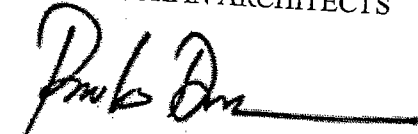
FCA

FONG & CHAN ARCHITECTS
ARCHITECTURE – PLANNING – INTERIOR DESIGN

1361 BUSH STREET, SAN FRANCISCO, CALIFORNIA 94109 TEL: (415) 931-8600 FAX: (415) 931-4801 E-MAIL: fca@fca-arch.com

EXHIBIT 4

Sincerely,
FONG & CHAN ARCHITECTS

A handwritten signature in black ink, appearing to read "Paolo Diaz", followed by a horizontal line.

Paolo Diaz
Principal

cc: Joe Chin SF-DPW
Terry Saltz SFGH

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EXHIBIT 4



October 12, 2011

Paolo Diaz
Fong & Chan Architects
1391 Bush Street
San Francisco, Ca. 94109

Subject: Additional Services Proposal
San Francisco General Hospital
Project #09220 – Power and Cooling Load Reviews

Dear Paolo,

This memo outlines our proposed additional services proposed for a review of the power and cooling requirements within the telecommunication spaces. All terms and conditions of the Professional Services Agreement, dated 03/26/08, apply to this Additional Services Agreement.

❖ Additional Services

Review Telecommunication Environmental Requirements

1. Identify network cable counts within each telecommunication space
2. Coordinate with owner the network topology and percentage of active network ports.
3. Calculate the number and type of switch ports within telecommunications spaces
4. Review RLS equipment inventory and calculations
5. Identify equipment to be installed within telecommunication spaces.
This will include but not limited to:
 - a. Servers
 - b. Security system (DVRs, panels, servers...)
 - c. Routers
 - d. Switches
 - e. Firewalls
 - f. Phone systems
 - g. Telemetry systems
 - h. NurseCall systems
 - i. Telco head-end equipment
 - j. DAS equipment

EXHIBIT 4

San Francisco General Hospital - (#09220) - 10/12/11

Additional Services Agreement

Calculate Telecommunication Environmental Requirements

1. Determine power requirements for equipment to be installed within telecommunication spaces discovered above.
2. Determine cooling requirements for equipment to be installed within telecommunication spaces discovered above.
3. Create a power and cooling requirements schedule for each telecommunications space
4. Coordinate requirements schedule with project team

❖ Compensation

TEECOM Design Group will perform the Additional Services on a lump sum basis for the amounts indicated below:

Phase	Compensation
Review Telecommunication Environmental Requirements	\$5,100
Calculate Telecommunications Environmental Requirements	\$4,200
Reimbursables	\$100
Total Additional Service Compensation	\$9,400

The total cost to the City has been changed to \$5,113 as agreed upon between Paolo Diaz of FCA and Ronald Alameida of CCSF on 8/23/12.
md

❖ Authorization

Please acknowledge your acceptance of this Agreement by signing below and returning one copy of the Agreement for our records. If this Agreement is not accepted by the Client within 30 days from the date first written above, it will be deemed null and void.

for FONG & CHAN ARCHITECTS

Date

We appreciate this opportunity and look forward to hearing from you.

Regards,

Matt Flanders
Associate

cc: Bob Fluegge, TEECOM
David Marks, TEECOM
Randa Habib, TEECOM

EXHIBIT 5



June 12, 2012
(Revised October 15, 2012)

Mr. Ron Alameida
Project Manager
Department of Public Works
City and County of San Francisco
30 Van Ness Avenue
San Francisco, CA 94102

Re: ***Additional A/E Professional Services Fee Proposal –
Addition of Hybrid IR and Hybrid OR***
San Francisco General Hospital Rebuild Program
San Francisco General Hospital and Trauma Center
San Francisco, California
FCA Project No. 345

Dear Ron:

We are respectfully requesting your review and approval of the additional A/E professional services fees for additional scope of work for the modification of the Construction Documents, Plans and Specifications for the addition of a Hybrid Interventional Radiology (IR) and a Hybrid Operating Room (OR) at the Operating Room Suite on Basement Level One of the new Hospital Building.

The scope of work would include the following:

1. Reconfiguration of IR Room No. 1 (Room No. B103) and the associated equipment room to allow for the addition of ceiling booms and OR lights with the Cath Angio Imaging Equipment to create a Hybrid IR room.
2. Reconfiguration of OR Rooms 8, 9 and 10 (Room Nos. B097, B099 and B101 into two OR rooms with a control room in between.
3. Complete current OR Rooms No. 8 (Room No. B101) and the new Control Room (Room No. B099) for the installation of the Angiography Imaging system (Artis Zeego by Siemens) equipment to create a Hybrid OR Room.
4. Complete current OR Room No. 10 (Room No. B097) as a reconfigured large OR.

Please review the attached Owner Request Change (ORC) No. 1 documentation for a more detailed description of the scope of work. This work will require Contract Document revisions and OSHPD Change Orders to both Increment 4 and Increment 5 of the San Francisco General Hospital Rebuild Project. Please note that this requirement increases the level of effort for this work.

FCA

FONG & CHAN ARCHITECTS
ARCHITECTURE – PLANNING – INTERIOR DESIGN

1361 BUSH STREET, SAN FRANCISCO, CALIFORNIA 94109 TEL: (415) 931-8600 FAX: (415) 931-4601 E-MAIL: fca@fca-arch.com

June 12, 2012 (*Revised October 15, 2012*)

EXHIBIT 5

Mr. Ron Alameida

Additional A/E Professional Services Fee Proposal – Addition of Hybrid IR and Hybrid OR

Page 2 of 3

The proposed A/E services fee shall be a lump sum fixed fee of **Two Hundred Eighty Nine Thousand and Nine Hundred and Eighty Dollars (\$291,980)**. The work includes the following design disciplines with their respective services fees:

DISCIPLINE	FEE
Architectural – <i>FCA</i>	\$137,000.00
Structural – <i>ARUP</i>	\$24,400.00
Mechanical – <i>Gayner Engineers</i>	\$36,500.00
Electrical – <i>FWA</i>	\$77,400.00
Fire Protection – <i>SJ Engineers</i>	\$4,680.00
Telecommunications – <i>Tecom</i>	\$10,000.00
TOTAL REQUIRED FEE	\$289,980.00

Please see the attached fee proposals from the consultants for a more detailed description of the scope of work. The anticipated FCA staff workload for this work is as follows:

- A. Feasibility Studies, Coordination with SFGH and General Contractor and Revisions to Construction Documents. Scope of work includes the Medical Physicist.

FCA Principal – 90 hours
FCA Associate – 130 hours
FCA Senior Architect – 165 hours
FCA Architect Level I – 140 hours
FCA Architect Level II – 180 hours

The scope of this proposal is limited to the consultants and scope description as noted above. If the reality of the final design requires changes that are significantly different than what has been outlined in this fee proposal, we reserve the right to request additional services to address any additional scope of work.

The following work is excluded from the above proposals:

1. **Consultant Services:** Consultant Services other than those listed above are not included in the scope of work. If other Consultant services are deemed necessary to complete the work, FCA will submit an additional fee proposal to cover those costs.
2. **Construction Administration Services:** Additional Construction Administration Services have been excluded from this proposal. If the time period for Construction Administration Services for this work extends beyond the Substantial Completion for the rest of the Increment 5 project scope, we reserve the right to request additional services for the added time.
3. **Project Expenses:** The above fee proposals do not include normal project related expenses. We expect the following to be reimbursed:
 - a. Expenses for reproduction of documents for Owner's use. These services will be billed at cost not to exceed \$10,000.
 - b. Expenses for project related travel, postage and handling of drawings, specifications and other documents. These services will be billed at cost not to exceed \$3,000.

June 12, 2012 (*Revised October 15, 2012*)

EXHIBIT 5

Mr. Ron Alameida


Additional A/E Professional Services Fee Proposal – Addition of Hybrid IR and Hybrid OR

Page 3 of 3

Your prompt approval of this services fee proposal would be greatly appreciated. If you have any questions or require any additional information, please do not hesitate to call.

Sincerely,

FONG & CHAN ARCHITECTS

A handwritten signature in black ink, appearing to read "Paolo Diaz", followed by a horizontal line.

Paolo Diaz
Principal

cc: Joe Chin SF-DPW
Terry Saltz SFGH

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EXHIBIT 5

ADMINISTRATIVE ENDORSEMENT PHASE

The SFGH Rebuild Team is grateful for all the SFGH Staff input in developing the design of the new San Francisco General Hospital and Trauma Center. The defining Design and Construction documents have been completed with much care and consideration of the staff and administration. The Project is progressing as planned through the implementation stages with much construction already underway. The SFGH Rebuild Team recognizes that through the multi-year process of delivering the Project there are apt to be change drivers such as modified departmental practices, updated regulatory requirements, and evolving technologies; therefore, the SFGH Rebuild Team and SFGH Administration has instituted the SFGH Rebuild Procedure for Owner Requested Changes. All work as documented and permitted to date will continue as planned to meet demands of schedule and budget. Modifications to the Project Scope are required to formally be submitted, evaluated and action determined according to the format outlined herein.

SFGH Departmental Change Requestor Information

Department: Perioperative Services

Floor: Basement 1 Level

Requestor: _____

Title: _____

Current Design Description (Attach Relevant Plan and Specification Excerpts)

The current floor plan has an Operating Room Clean Core with 14 Operating Rooms (OR) and 4 Interventional Radiology Rooms (IR). The proposed change would impact IR No. 1 – Angio (Room No. B103), Trauma OR No. 8 (Room No. B101), OR No. 9 (Room No. B099) and OR No. 10 (Room No. B098). Please see attached Sketch No. SK- 897 dated March 1, 2012

Reason for Proposed Change (Attach Supporting Documentation)

There has been growing requirement for more imaging capabilities for invasive perioperative procedures. Providing OR capability with med gas booms and OR lights in the CT-Angio room in IR No. 1 and providing a dedicated C-arm in the Trauma OR No. 8 would provide a range of diagnostic imaging tools for the Perioperative Department. The original program requirement for Fluoroscopy in the Trauma Room was modified when the Interventional Radiology Rooms were moved into the OR Core. Additional Imaging requirements was to be provided with mobile x-ray equipment.

Change Description Narrative (Attach Proposed Plan and Specification when available)

Modification of the floor plans at the Operating Room Clean Core for the addition of a Hybrid Interventional Radiology (IR) Room and the modification of the current layout to allow the future addition of a C-arm within the Trauma room for a future Hybrid Operating Room (OR). This work would require two phases.

Phase 1 scope of work would include the following (Please see attached Sketch Nos. SK-897D through F dated March 1, 2012):

1. Reconfiguration of IR Room No. 1 (Room No. B103) and the associated equipment room to allow for the addition of ceiling booms and OR lights to create a Hybrid IR room.
2. Reconfiguration of OR Rooms 8, 9 and 10 (Room Nos. B098, B099 and B101) into two OR rooms with a control room in between.
3. Complete OR No. 8 (Room No. 101) as a shell for future completion in Phase 2
4. Provide additional structural steel supports underneath floor slab of OR Room No. 8 for future installation of Artis Zeego equipment. (if necessary)
5. Complete current OR Room No. 10 (Room No. B098) as a reconfigured large OR.
6. Complete the Control Room space (Room No. B099) as a shell for future completion in Phase 2.

EXHIBIT 5

It is anticipated that this work would be completed as a change order to the SFGH Program Rebuild Project.

Phase 2 scope of work would include the following:

1. Complete OR No. 8 (Room No. 101) with installation of Artis Zeego equipment.
1. Complete the Control Room space (Room No. B099) with installation of of Artis Zeego equipment.

It is anticipated that this work would be as a separate project.

SFGH Departmental Change Request Endorsement

Please provide proposed funding source for modification implementation. Required amount and final source determination will occur in subsequent review and approval phases.

Funding Source:

Dept. Manager:

Signature:

Title:

Date:

SFGH Administration Initial Review & Recommendation

Recommendation:

Administrator:

Signature:

Title:

Date:

SFGH REBUILD TEAM ASSESSMENT PHASE

SFGH Rebuild Team Cost & Schedule Review & Recommendation

Proposed Change Project Impact Description

Proposed Change Cost Evaluation (Attach Cost Estimate)

EXHIBIT 5

Total Probable Cost: _____

Proposed Change Schedule Impact Evaluation (Attach Schedule)

Project Duration Impact: _____

SFGH Rebuild Team Recommendation:

SFGH Program Manager: Terry Saltz

Signature: _____

Date: _____

SFDPW Program Manager: Ron Alameida

Signature: _____

Date: _____

EXHIBIT 5

ADMINISTRATIVE APPROVAL PHASE

SFGH Administration Final Review & Determination:

--

Implementation Framework

Approved Budget: _____
Funding Source: _____
Funded Amount: _____

Method of Implementation

- ☐ SFGH Rebuild Change Order
☐ SFGH Rebuild Pre-Occupancy Project
☐ SFGH Rebuild Post-Occupancy Project

Approvals & Acceptance

Requestor: _____
Signature: _____

Title: _____
Date: _____

Administrator: _____
Signature: _____

Title: _____
Date: _____

Terry Saltz
Signature: _____

Title: SFGH Program Manager
Date: _____

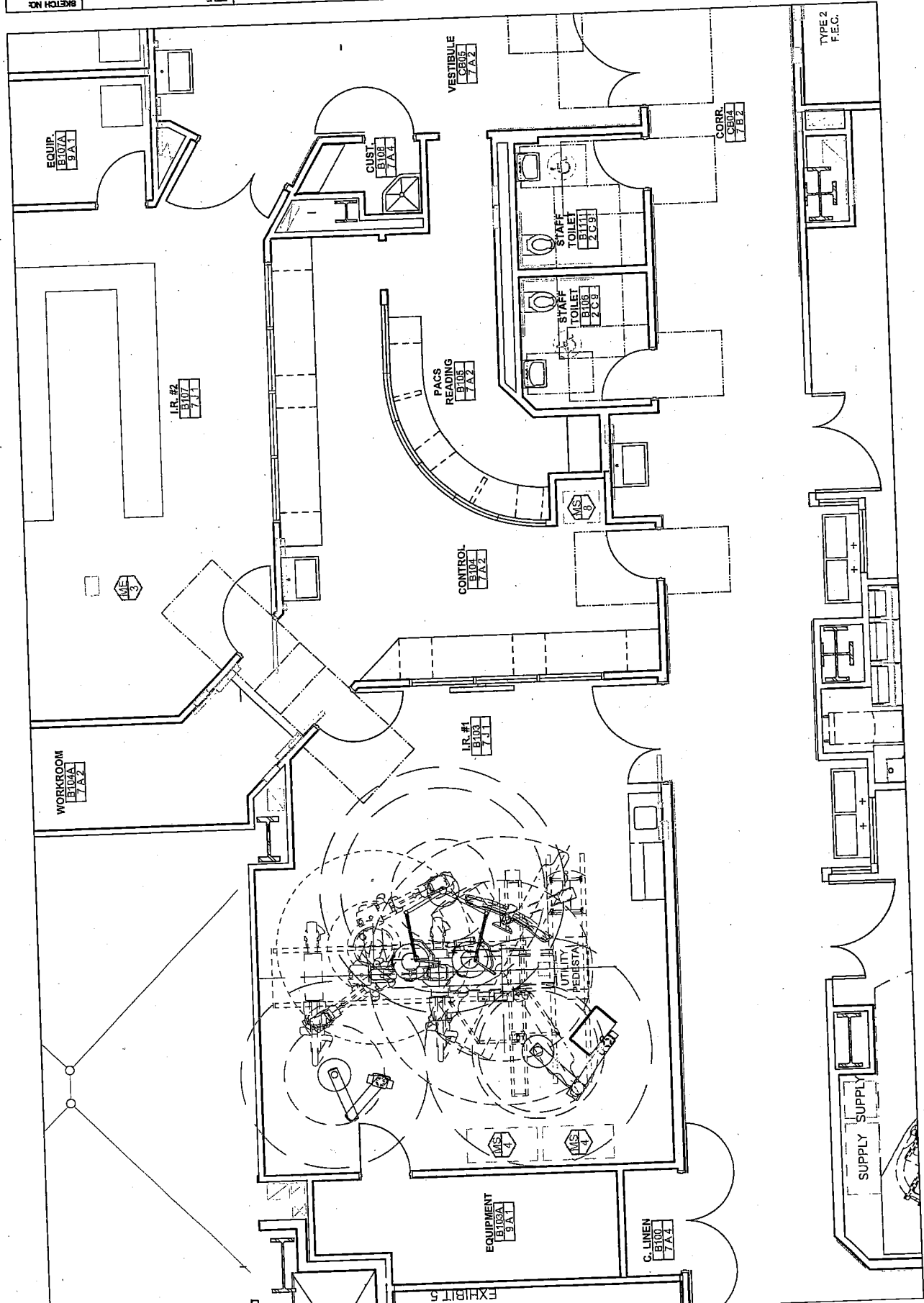
Ron Alameida
Signature: _____

Title: SFGH Program Manager
Date: _____

FONG & CHAN ARCHITECTS
 ARCHITECTURE PLANNING INTERIOR DESIGN
 1241 BUSH STREET
 SAN FRANCISCO, CA 94109
 FAX: (415) 321-8600
 (415) 321-8601

**SAN FRANCISCO GENERAL HOSPITAL
 AND TRAUMA CENTER**
 CITY AND COUNTY OF SAN FRANCISCO DEPARTMENT OF PUBLIC HEALTH
 SAN FRANCISCO GENERAL HOSPITAL AND TRAUMA CENTER
 OSHPD PROJECT NO. 1507/95
 FCA PROJECT NO. 345

DATE	09/10/11
DRAWN BY	CM
SCALE	3/16" = 1' - 0"
TITLE	HYBRID I.R. ROOM NO. B03 FLOOR PLAN
SKETCH NO.	SK-680C
ORIGINAL DOCUMENT SHEET NO.	
REFERENCE	



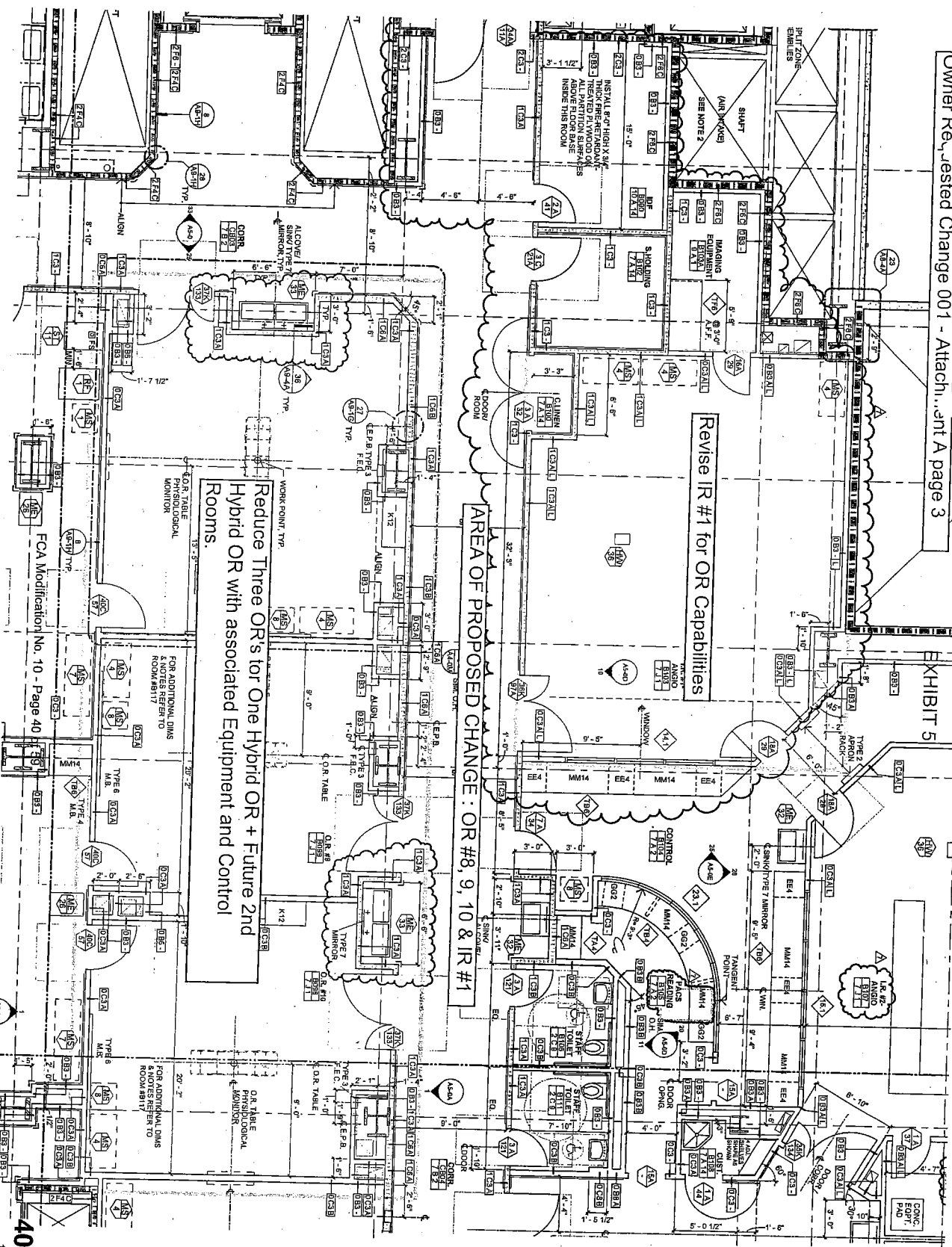
Owner Requested Change 001 - Attach. A page 3

EXHIBIT 5

Revise IR #1 for OR Capabilities

AREA OF PROPOSED CHANGE : OR #8, 9, 10 & IR #1

Reduce Three OR's for One Hybrid OR + Future 2nd Hybrid OR with associated Equipment and Control Rooms.



40 NOT

1. REFER

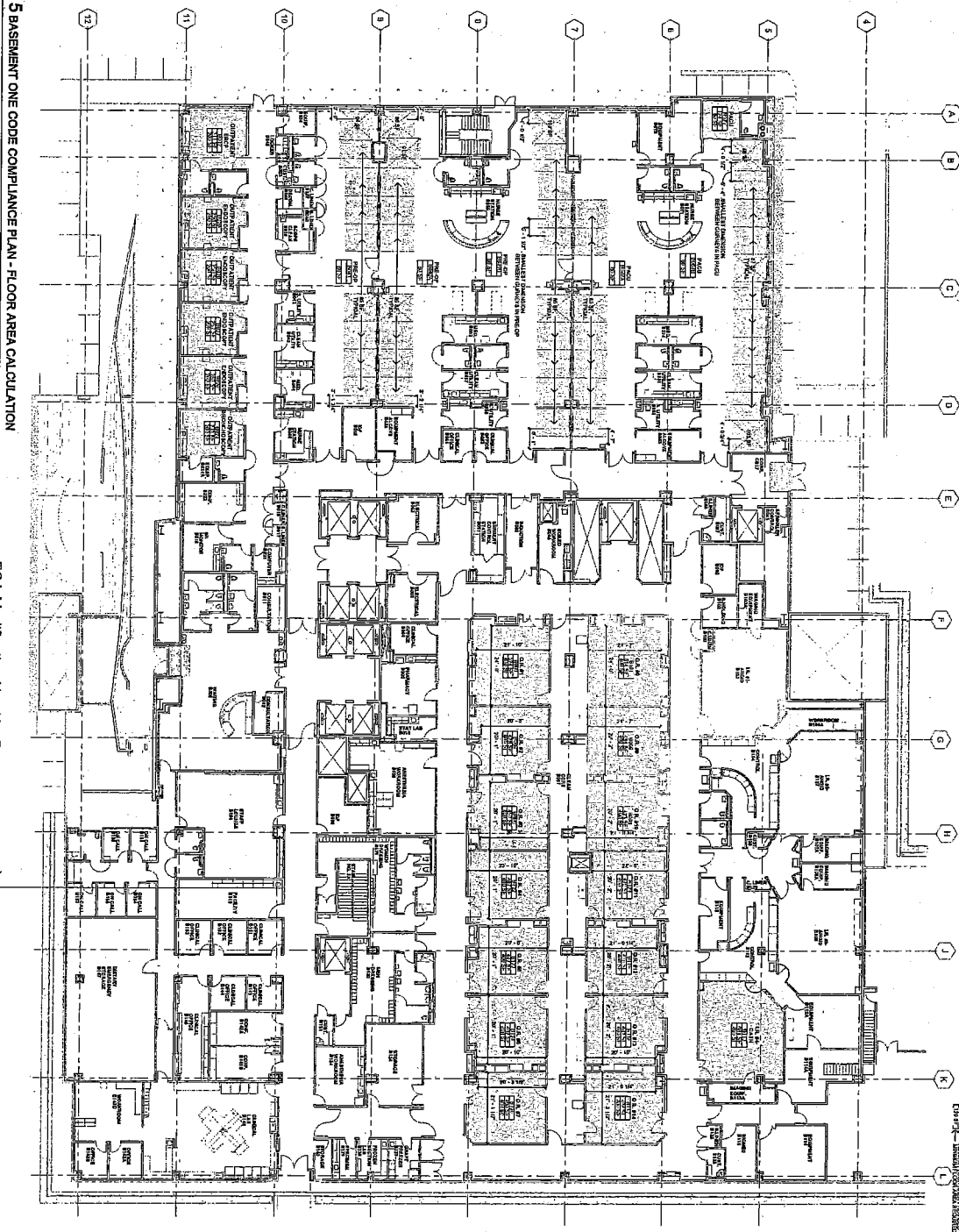
EXHIBIT 5

Owner Requested Change 001 - Attachment A page 1 - Proposed Area of Revision

36 LEGEND

☐ OPEN ROOM AREA

☒ ROOMS TO BE REMOVED
☒ ROOMS TO BE ADDED
☒ ROOMS TO BE MODIFIED



5 BASEMENT ONE CODE COMPLIANCE PLAN - FLOOR AREA CALCULATION

FGA Modification No. 10 - Page 36 of 36



FONG & CHAN ARCHITECTS
ARCHITECTURE • PLANNING • INTERIOR DESIGN
1000 MARKET STREET, SUITE 1000, SAN FRANCISCO, CA 94102
TEL: 415.774.1111 FAX: 415.774.1112



SAN FRANCISCO GENERAL HOSPITAL AND TRAUMA CENTER PROJECT
INCREMENT 4



Office of the Architect
FONG & CHAN ARCHITECTS
1000 MARKET STREET, SUITE 1000, SAN FRANCISCO, CA 94102
TEL: 415.774.1111 FAX: 415.774.1112

BASEMENT ONE CODE COMPLIANCE PLAN - FLOOR AREA CALCULATION

A00-5B

EXHIBIT 5

Section 3 Space Program

SERVICE	No. of Units	ASF/ Unit	ASF	Remarks
Diagnostic and Treatment				
Perioperative				
Surgery				
Surgery Unit				
Operating Room - Large	4	540	2,160	One OR to be fluoro capable
Operating Room - Medium	6	500	3,000	
Operating Room - Small	4	420	1,680	
Support				
Clean Core	2	1,000	2,000	
Scrub	7	30	210	
Custodian Closet	2	40	80	
Surgery Unit ASF			9,130	
Interventional Radiology Unit				
IR Operating Room	1	550	550	
Computer Storage	1	60	60	
IR Operating Room	1	700	700	w/ CT scan capability
Computer Storage	1	60	60	
Support				
Control	2	200	400	
PACS Viewing	1	200	200	
Workroom	1	200	200	
Sterile Supply	1	100	100	
Scrub	1	30	30	
Equipment/Tube Storage	1	250	250	
Electrical Room	1	120	120	
Interventional Radiology Unit ASF			2,670	
Shared Support Areas				
Anesthesia Workroom	1	350	350	
Storage	1	150	150	
Anesthesia Induction	1	220	220	
Surgery Control Station	1	150	150	Scheduling
Satellite Pharmacy	1	300	300	
Graft Freezer	1	60	60	
Frozen Section Lab	1	100	100	
Control/Video Equipment	1	100	100	
Biomed	1	200	200	
Equipment/Storage	4	250	1,000	
Housekeeping Supplies	1	80	80	
Decontamination	1	200	200	w/ tray-vveyor
Soiled Linen	1	90	90	
Shared Support Areas ASF			3,000	

EXHIBIT 5

Section 3 **Space Program**

SERVICE	No. of Units	ASF/ Unit	ASF	Remarks
---------	--------------	-----------	-----	---------

Diagnostic and Treatment*Perioperative***Surgery***Administrative/Staff Areas*

Office - Surgery Manager	1	100	100	
Office - Anesthesia	1	100	100	
Toilet - ADA	2	60	120	
<i>Administrative/Staff Areas ASF</i>			320	

Total Department ASF			15,120	
----------------------	--	--	--------	--

Intra-Department Circulation	38%	5,746		
Partition & Structures	12%	2,504		

Surgery DGSF			23,369	
---------------------	--	--	---------------	--

EXHIBIT 5

(BASEMENT ONE)

FONG & CHAN ARCHITECTS

SPACE DATA SHEET

1

ARCHITECTURE-PLANNING-INTERIOR DESIGN

San Francisco General Hospital

DATE:

PROJECT / NUMBER
345DEPARTMENT
PerioperativeROOM NAME
ORROOM NUMBER(S)
B093, B094, B096, B098, B099, B101, B117, B118,
B119, B121, B122, B123, B124, B126

RELATIONSHIPS

PROXIMITY DESIRED:

REQUIRED SEPARATIONS FROM OTHER ROOMS / DEPARTMENT:

HOURS OF USE:

OPENINGS

DOOR
Size 6' double uneven & 4' FLVP
Finish _____
☐ Lock _____
☐ Manual _____
☒ Auto _____
☒ Closer _____
☐ X-ray Protection _____

DOOR RELITE
Size small glass
Glazing Clear _____
☐ Operable _____
☒ Fixed _____
☐ Blind _____

WINDOWS
☒ Required to scrub sink, size vary
☐ Not Required _____
☐ Not Desired _____
☐ Fixed/Operable _____

LIGHT CONTROL
☐ Draperies _____
☐ Blinds _____
☐ Black-out Draperies _____

ARCHITECTURAL

FLOOR / BASE
☐ Resilient Tile/Rubber _____
☒ Resilient Sht./Cove _____
☐ Carpet/Carpet _____
☐ Carpet/Rubber _____
☐ Concrete/Concrete _____
☐ Ceramic Tile/Ceramic Tile _____
☐ Quarry Tile/Quarry Tile _____
☐ Access Floor _____
☐ Other _____

WALLS
☒ Acoustical Insulation _____
☐ Wainscot (HT) _____
☐ Wall Covering _____
☐ Paint _____
☐ Radiation Protection (lbs) _____
☐ Handrail _____
☒ Bumper _____
☒ Solid Acrylic Polymer Panel on GWB _____

CEILING
☒ Height 10'-0"
☐ Acoustical Insulation _____
☐ Acoustical Tile _____
☒ Gypsum Board _____
☐ Plaster _____
☐ Exposed Structure _____
☐ IV Track _____
☐ CC Track _____
☐ Other _____

ACCESSORIES QTY

☐ Soap Dispenser _____
☒ Gel Dispenser _____
☐ Glove Dispenser _____
☐ Paper Towel Dispenser _____
☒ Shelf _____
☐ Mirror _____
☐ Towel Bar _____
☒ Bio receptacle _____
☒ Sharp Receptacle _____
☒ Waste Receptacle _____
☐ Toilet Paper Dispenser _____
☐ Sanitary Napkins Dispenser _____
☐ Seat Cover Dispenser _____
☐ Bench _____
☐ Shower Curtain _____
☐ Other _____

STRUCTURAL

☐ Vibration Producing Equipment _____
☒ Heavy Equipment _____
☒ Ceiling Hung Equipment Surgical light and booms _____
☐ Depressed Floor _____
☐ Other _____

EXHIBIT 5

2

ELECTRICAL

POWER

☐ 220 V ☐ 208 V
☒ 110 V ☐ 3 Phase
☒ Emergency
☐ Strip Receptacle
☐ Floor Receptacle
☐ Ceiling Receptacle
☒ Grounding
☒ Expl. Proof
☒ Waterproof
☐ Uninterruptible Power Supply
☐ Clean (Filtered) Power
☐ Dedicated Circuit
 Other

LIGHTING

☒ Fluorescent
☐ Incandescent
☒ Emergency
☒ Task
 Control
 Level (fc)
 Other

EXAM

Fixed
 Moveable

COMMUNICATION

☒ Telephone
☒ Intercom
☒ Paging- Vocera
☐ Music
☐ Data Process
☐ TV Outlet
☒ CCTV Camera
☒ CCTV Monitor
☒ Clock + Elapsed Timer
☒ Emergency Power
☐ Telemetry
☒ Physiological Monitor
☒ Nurse Call-emergency call
☐ Dictation

MECHANICAL

VENTILATION

☒ Mechanical
☐ Natural
☒ Exhaust low wall

AIR CONDITIONING

Min. Temperature
 Max. Temperature
 Min. Relative Humidity
 Max. Relative Humidity
 Acoustical Control
 Filtering X

PRESSURE

☒ Positive
☐ Negative
☐ Natural
 Control
☐ Individual
☐ Zone

PLUMBING

PIPED SERVICES

	QTY
<input checked="" type="checkbox"/> Oxygen	3
<input type="checkbox"/> Nitrogen	
<input checked="" type="checkbox"/> Med Air	3
<input checked="" type="checkbox"/> Vacuum	8
<input checked="" type="checkbox"/> Nitrous Oxide	1
<input checked="" type="checkbox"/> Carbon Dioxide	1
<input type="checkbox"/> Hot/Cold Water	
<input type="checkbox"/> Vacuum Cleaner	
<input type="checkbox"/> Steam	
<input type="checkbox"/> Natural Gas	
<input type="checkbox"/> Distilled Water	
<input type="checkbox"/> Deionized Water	
<input checked="" type="checkbox"/> WAGD	1

FIXTURES

☐ Sink
 Type
 Material
 Sink Control
☐ Wrist
☐ Foot
☐ WC/Lavatory
☐ Floor Drain
☐ EWC
☐ Drinking Fountain

FIXTURES

	QTY
<input type="checkbox"/> WC	
<input type="checkbox"/> Urinal	
<input type="checkbox"/> Other	

EQUIPMENT

Other

Description Make/Model	Size/ No.	Fixed/ Mobile	Power Req'd	Emerg Power	Ground Req'd	Vent Req'd	Light Req'd	OFCI/ OFOI/ OFCI
1 Documentation Station x 1								
2 Computer on wheel x 1								
3 Instrument Table x 1								
4 Omnicell supply 2 Cell x 1								
5 Omnicell medication half cell x 1								
6								

Note: Attach manufacturer's specifications if possible, use additional sheets to expand list
 OFCI - Owner Furnished, Contractor Installed
 OFOI - Owner Furnished, Owner Installed
 CFCI - Contractor Furnished, Contractor Installed

FURNISHINGS/
CASEWORK

	Size	Quantity		Size	Quantity	Other	Size	Quantity
Desks			Files					
Chairs			Carrels					
Tables			Chalkboard/Liquid					
Multiple Seating			Tack Board		1			
Shelving (length)			Bulletin Board		1			
Base Cabinet			Screen					
Upper Cabinet			Modular Partition					
Counter (length)			Panels					
Stool		2	Mirror					

(BASEMENT ONE)

FONG & CHAN ARCHITECTS

SPACE DATA SHEET

1

ARCHITECTURE-PLANNING-INTERIOR DESIGN

RELATIONSHIPS

San Francisco General Hospital DATE:

345 Interventional Radiology

PROJECT / NUMBER DEPARTMENT

IR Operation B103, B113

ROOM NAME ROOM NUMBER(S)

Argo portal CT

PROXIMITY DESIRED:

REQUIRED SEPARATIONS FROM OTHER ROOMS / DEPARTMENT:

HOURS OF USE:

OPENINGS

DOOR	DOOR RELITE	WINDOWS (wall to control room)
Size <u>6' Double Uneven FLVP</u>	Size <u>Small Glass</u>	<input checked="" type="checkbox"/> Required <u>X</u>
Finish	Glazing	<input type="checkbox"/> Not Required
<input checked="" type="checkbox"/> Lock	<input type="checkbox"/> Operable	<input type="checkbox"/> Not Desired
<input type="checkbox"/> Manual	<input checked="" type="checkbox"/> Fixed	<input checked="" type="checkbox"/> Fixed/Operable
<input checked="" type="checkbox"/> Auto	<input type="checkbox"/> Blind	<input checked="" type="checkbox"/> X-ray Protection
<input type="checkbox"/> Closer		LIGHT CONTROL
<input checked="" type="checkbox"/> X-ray Protection		<input type="checkbox"/> Draperies
		<input type="checkbox"/> Blinds
		<input type="checkbox"/> Black-out Draperies

ARCHITECTURAL

FLOOR / BASE	WALLS	CEILING
<input type="checkbox"/> Resilient Tile/Rubber	<input checked="" type="checkbox"/> Acoustical Insulation	<input checked="" type="checkbox"/> Height <u>10'-0"</u>
<input checked="" type="checkbox"/> Resilient Sht./Cove type 4	<input type="checkbox"/> Wainscot (HT)	<input type="checkbox"/> Acoustical Insulation
<input type="checkbox"/> Carpet/Carpet	<input type="checkbox"/> Wall Covering	<input type="checkbox"/> Acoustical Tile
<input type="checkbox"/> Carpet/Rubber	<input type="checkbox"/> Paint	<input checked="" type="checkbox"/> Gypsum Board
<input type="checkbox"/> Concrete/Concrete	<input checked="" type="checkbox"/> Radiation Protection (lbs.)	<input type="checkbox"/> Plaster
<input type="checkbox"/> Ceramic Tile/Ceramic Tile	<input checked="" type="checkbox"/> Solid Acrylic Polymer Panel on GWB	
<input type="checkbox"/> Exposed Structure		
<input type="checkbox"/> Quarry Tile/Quarry Tile	<input type="checkbox"/> Handrail	<input type="checkbox"/> IV Track
<input type="checkbox"/> Access Floor	<input type="checkbox"/> Bumper	<input type="checkbox"/> CC Track
<input type="checkbox"/> Other	<input type="checkbox"/> Other	<input type="checkbox"/> Other

ACCESSORIES QTY

<input checked="" type="checkbox"/> Soap Dispenser	
<input checked="" type="checkbox"/> Gel Dispenser	
<input type="checkbox"/> Mirror	
<input type="checkbox"/> Towel Bar	
<input type="checkbox"/> Grab Bar	
<input type="checkbox"/> Clothes Hook	
<input checked="" type="checkbox"/> Waste Receptacle	
<input type="checkbox"/> Toilet Paper Dispenser	
<input type="checkbox"/> Sanitary Napkins Dispenser	
<input type="checkbox"/> Seat Cover Dispenser	
<input type="checkbox"/> Bench	
<input type="checkbox"/> Shower Curtain	
<input checked="" type="checkbox"/> Paper Towel	

(sinks W / eye wash or eye wash alone)

STRUCTURAL

<input type="checkbox"/> Vibration Producing Equipment	
<input checked="" type="checkbox"/> Heavy Equipment	
<input checked="" type="checkbox"/> Ceiling Hung Equipment	(IU. Gas power sector pull down, lead shield 8 monitors on door)
<input type="checkbox"/> Depressed Floor	
<input type="checkbox"/> Other	

EXHIBIT 5

2

ELECTRICAL

POWER

☒ 220 V ☐ 208 V
☒ 110 V ☐ 3 Phase
☐ Emergency
☐ Strip Receptacle
☒ Floor Receptacle Pedestal
☒ Ceiling Receptacle Column
☐ Grounding
☐ Expl. Proof
☐ Waterproof
☐ Uninterruptible Power Supply
☐ Clean (Filtered) Power
☐ Dedicated Circuit
☐ Other

LIGHTING

☒ Fluorescent Dimmable
☐ Incandescent
☐ Emergency
☐ Task
☐ Control
☐ Level (fc)
☐ Other

EXAM

☐ Fixed
☐ Moveable By wall

COMMUNICATION

☐ Telephone
☐ Intercom
☐ Paging
☐ Music
☒ Data Process Many
☐ TV Outlet
☒ CCTV Camera 1
☒ CCTV Monitor control area
☐ Clock YES
☒ Emergency Power YES
☒ Telemetry YES
☒ Physiological Monitor YES → (exam + tech room area)
☐ Nurse Call 1
☐ Dictation

MECHANICAL

VENTILATION

☐ Mechanical
☐ Natural
☒ Exhaust Lower Wall

AIR CONDITIONING → (3 thermos)

☐ Min. Temperature
☐ Max. Temperature
☐ Min. Relative Humidity
☐ Max. Relative Humidity
☐ Acoustical Control
☐ Filtering

PRESSURE

☒ Positive
☐ Negative
☐ Natural
☐ Control
☐ Individual
☐ Zone

PLUMBING
(1 wall + 1 ceiling
+ 1 floor)

PIPED SERVICES

< <input checked="" type="checkbox"/> Oxygen	QTY	2
<input type="checkbox"/> Nitrogen		
<input checked="" type="checkbox"/> Medical Air	1	
<input checked="" type="checkbox"/> Vacuum	4	
<input type="checkbox"/> Nitrous Oxide		
<input type="checkbox"/> Carbon Dioxide		
<input type="checkbox"/> Hot/Cold Water		
<input type="checkbox"/> Vacuum Cleaner		
<input type="checkbox"/> Steam		
<input type="checkbox"/> Natural Gas		
<input type="checkbox"/> Distilled Water		
<input type="checkbox"/> Deionized Water		
<input checked="" type="checkbox"/> WAGD	1	

FIXTURES

☒ Sink
☐ Type
☐ Material
☐ Sink Control
☐ Wrist
☒ Foot no sensor
☐ WC/Lavatory
☐ Floor Drain
☐ EWC
☐ Drinking Fountain

FIXTURES

<input type="checkbox"/> WC	QTY	
<input type="checkbox"/> Urinal		
<input type="checkbox"/> Other		

EQUIPMENT

Other

Description	Size/ No.	Fixed/ Mobile	Power Req'd	Emerg Power	Ground Req'd	Vent Req'd	Light Req'd	OFCI/ OFOI/ CFCI
1 Siemens regular system (Bolus chase + spin options)							Bioplan	
2 Omni Cells								
3 Med room inject								
4 Proceed in table								
5 Crush cart								
6 Computer on Wheel								

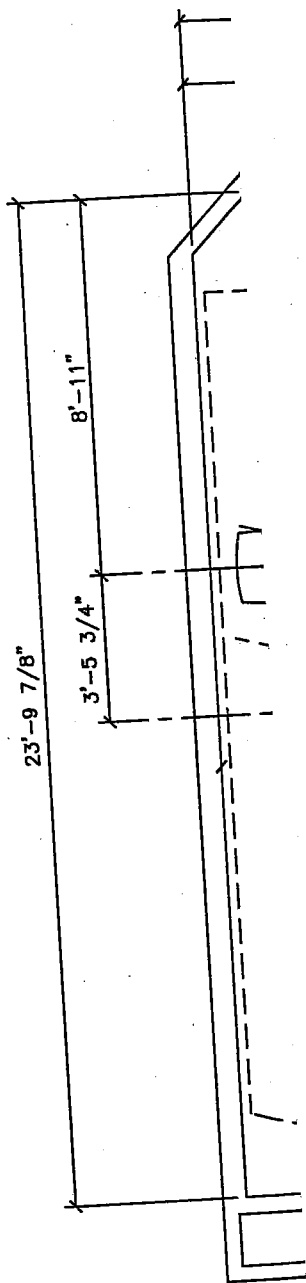
Note: Attach manufacturer's specifications if possible, use additional sheets to expand list
 OFCI - Owner Furnished, Contractor Installed
 OFOI - Owner Furnished, Owner Installed
 CFCI - Contractor Furnished, Contractor Installed

FURNISHINGS/
CASEWORK

	Size	Quantity	Size	Quantity	Other	Size	Quantity
Desks			Files				
Chairs			Carrels				
Tables			Chalkboard/Liquid				
Multiple Seating			Tack board				
Shelving (length)			Bulletin Board				
Base Cabinet	3'-6"	1	Screen				
Upper Cabinet	3'-6"	1	Modular Partition				
Counter (length)	6'-6"	1	Panels				
			Mirror				

EXHIBIT 5

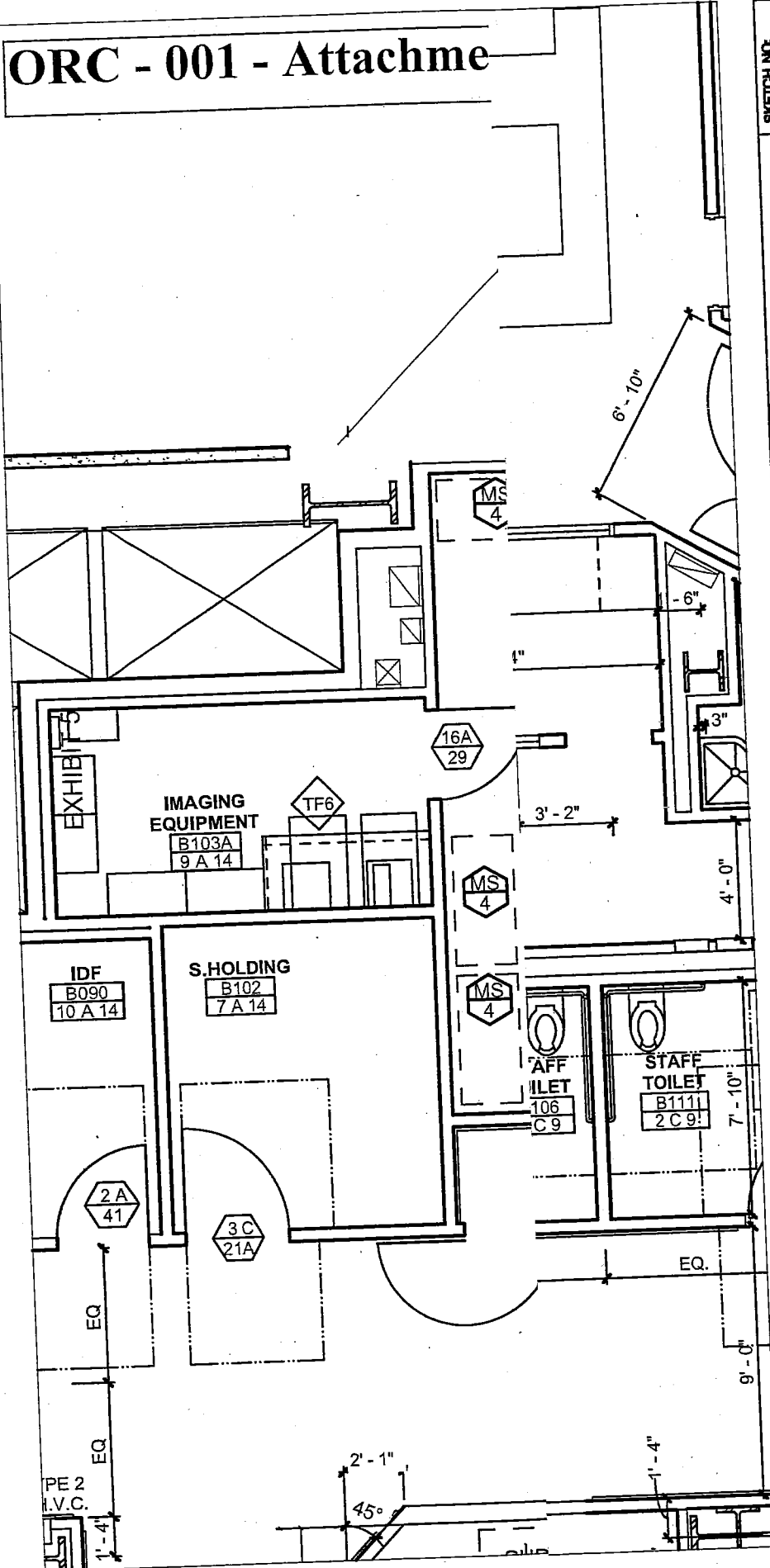
ORC - 001 - Attachn



HY
15

PROJECT: SAN FRANCISCO GENERAL HOSPITAL AND TRAUMA CENTER CITY AND COUNTY OF SAN FRANCISCO DEPARTMENT OF PUBLIC HEALTH SAN FRANCISCO GENERAL HOSPITAL AND TRAUMA CENTER SAN FRANCISCO GENERAL HOSPITAL PROGRAM REBUILD SAN FRANCISCO GENERAL HOSPITAL Modification No. 10 - Page 49 of 59 OSHPD PROJECT NO. 1507795 FCA PROJECT NO. 345		TITLE HYBRID O.R. ROOM NO. B101 CEILING & FLOOR PLAN	SKETCH NO: SK-897D
FONG & CHAN ARCHITECTS ARCHITECTURE · PLANNING · INTERIOR DESIGN 1361 BUSH STREET SAN FRANCISCO, CA 94109 (415) 931-8800 FAX: (415) 931-4801		SCALE NOT IN SCALE	ORIGINAL DOCUMENT SHEET NO: -
DRAWN BY: SIEMENS		DATE 03/01/12	REFERENCE -

ORC - 001 - Attachme



SKETCH NO.	SK-897C
TITLE	HYBRID I.R. ROOM NO. B103 CEILING & FLOOR PLAN
SCALE	NOT IN SCALE
DRAWN BY:	CM
DATE	03/01/12
ORIGINAL DOCUMENT SHEET NO.	-
REFERENCE	-

PROJECT: **SAN FRANCISCO GENERAL HOSPITAL AND TRAUMA CENTER**
 CITY AND COUNTY OF SAN FRANCISCO DEPARTMENT OF PUBLIC HEALTH
 SAN FRANCISCO GENERAL HOSPITAL AND TRAUMA CENTER
 SAN FRANCISCO GENERAL HOSPITAL PROGRAM REBUILD
 SAN FRANCISCO GENERAL HOSPITAL Modification No. 10 - Page 50 of 59
 OSHPD PROJECT NO. IS07795
 FCA PROJECT NO. 345



FONG & CHAN ARCHITECTS
 ARCHITECTURE · PLANNING · INTERIOR DESIGN
 1361 BUSH STREET
 SAN FRANCISCO, CA 94109
 (415) 931-5600
 FAX: (415) 931-4801

EXHIBIT 5

Our ref 131871/STT

ARUP

Paolo Diaz
Fong & Chan Architects
1361 Bush Street
San Francisco, CA 94109

560 Mission Street
Suite 700
San Francisco
CA 94105
United States of America
t +1 415 957 9445
f +1 415 957 9096
www.arup.com

June 12, 2012

Dear Paolo:

San Francisco General Hospital and Trauma Center
Fee Proposal for Hybrid OR and IR

Thank you for the opportunity to submit this proposal for Hybrid OR and IR at SFGH. This proposal is based on Arup's understanding of your email request dated 6-7-12.

This proposal includes structural engineering design services outlined below. To provide for this scope of work, Arup proposes a lump sum fee of **\$24,400**.

Fee Breakdowns:

- Construction Document - \$20,650
- Permitting - \$3,750

Scope of Work:

- Provide medical equipment anchorage design for Artis Zeego in OR Room No.8 and OR lights and booms in IR No. 1
- Provide design of bridging structure for support of ceiling hung medical equipment.

List of Deliverables:

- Structural calculation and details of the anchorage design for construction and agency review
- Mark-ups of equipment anchorage details for incorporation in Increment 5 OSHPD Back Check No. 1 architectural set.

Required Information:

- Medical equipment final shop drawings, OPAs and vendor provided seismic calculations
- Architectural background indicating the location of medical equipment and modular grid support

Scope Exclusions:

- Value engineering sessions or associated work
- Construction costs estimates
- Multiple studies, special presentation drawings, model, etc
- Design of support and seismic bracing of piping, conduits and ductwork
- Site visits, meetings and other deliverables other than those specified herein

The above describes the scopes and fees that will form the basis for an agreement between Fong & Chan Architects and Arup. Our standard terms and conditions, version AFL-01A, are appended to this proposal and form an integral part of Arup's agreement to provide services. These terms and conditions shall constitute the entire agreement unless and until another contract is agreed to and signed by all parties concerned.

We thank you for the opportunity to provide the structural engineering design services. Please do not hesitate to contact us if you have any questions regarding this proposal.

Yours sincerely



Sin-Tsuen Tong, S.E.
Associate Principal

Authorization to Proceed - Please sign below to indicate authorization and return a copy to us by fax or mail.

Approved by _____

Date _____

EXHIBIT 5

**GAYNER
ENGINEERS**



1133 Post Street • San Francisco, CA 94109 • Telephone 415.474.9500 • Fax 415.474.1363

November 23, 2011
Proposal
Via e-mail

Fong and Chan Architects
1361 Bush Street
San Francisco, CA 94109

Attention: Paolo Diaz
Subject: Proposal for Providing MP Engineering Services for
San Francisco General Hospital –
Hybrid Operating Rooms 8 & 10 and IR#1 Revisions

Dear Paolo:

Per your email request, we have drawn up this proposal outlining our anticipated scope of Mechanical and Plumbing design work as follows:

1. OR#8, 9, and 10 are revised to Hybrid OR#8 and 10 with equipment room and control room per attached sketches. IR#1 and Equipment room sizes and layouts are revised per attached sketches. Some surrounding rooms might be affected as well.
2. Provide load calculations for each room.
3. Modify AHUs to accommodate new room layouts.
4. Using the current BIM model, provide new Mechanical and Plumbing layout for these rooms and affected adjacent spaces.
5. Modify schedules for AHUs and AC units, air change tables, VAV terminal schedules, etc.
6. Coordinate with equipment vendor.
7. Coordinate with design team and Contractor for modeling the new MP design.
8. Prepare contract document either as upcoming OSHPD backcheck set or future ACD.
9. Prepare contract documents for issuing Bulletin to Contractor.
10. Respond to OSHPD comments.

Based on the items mentioned above, Gayner Engineers is pleased to propose a **Lump Sum Fee of Thirty-Six Thousand Five Hundred (\$36,500) Dollars** to perform these services, payable in increments as reflected on billings in proportion to the percentage of completion of the effort.

Mr. Paolo Diaz

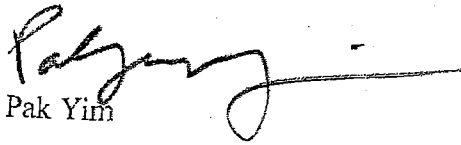
EXHIBIT 5

November 23, 2011
Page 2 of 2

Please let us know if this proposal is acceptable to you.

Sincerely

Gayner Engineers



Pak Yim

cc: File, NM, DP
G:\PROPOSALS\San Francisco General Hospital\Hospital Replacement Project\Fee\SFGH Hybrid OR Revision
Proposal.docx



EXHIBIT 5
F. W. ASSOCIATES, INC.
CONSULTING ENGINEERS

330 FRANKLIN STREET, SUITE 400, OAKLAND, CA 94607

TEL: (510) 763-7475

FAX: (510) 763-7033

File No. 20-1200-014R

February 24, 2012

Fong & Chan Architects
1361 Bush Street
San Francisco, CA 94109

Attention: Mr. Paolo Diaz

Subject: Additional Service Electrical Engineering Fee Proposal
Reconfiguration for Hybrid IR and OR rooms.
Increment 5
SFGH Rebuild
1001 Potrero Avenue
San Francisco, CA 94110

Dear Paolo,

Per your e-mail request dated February 15, 2012, F.W. Associates is pleased to provide additional electrical engineering services for reconfiguration of hybrid IR and OR rooms. It is our understanding that this work will be issued as a change order to Increment 5 of the project. Please note that due to the impact of this scope on increment 4 electrical design a separate change order to Increment 4 of the project will also be required. Addition of Artis Zeego medical equipment in hybrid OR 8 per vendor's shop drawings will be included as part of Increment 5.

F.W. Associates' additional electrical services will consist of the following:

1. Review of equipment cut sheets.
2. Coordination with vendor's shop drawings and other trades.
3. Power and lighting re-design for Increments 4 and 5.
4. Fire Alarm re-design for Increment 4.
5. Responses to OSHPD comments and associated revisions to Increments 4 and 5 drawings.

Compensation:

1. Increment 4 electrical re-design:	= \$ 26,400.00
2. Increment 5 electrical re-design:	= \$ 35,000.00
3. Increment 4 change order-OSHPD approval:	= \$ 8,800.00
4. Increment 5 change order-OSHPD approval:	= \$ 7,200.00
Total	= \$ 77,400.00

EXHIBIT 5
Additional Service Electrical Engineering Fee Proposal
Reconfiguration for Hybrid IR and OR rooms.
Increment 5

SFGH Rebuild
1001 Potrero Avenue
San Francisco, CA 94110
Page 2

Please don't hesitate to call me should you have any questions.

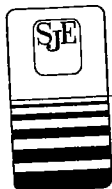
Sincerely,
F.W. Associates, Inc.

A handwritten signature in black ink, appearing to read 'Oleg Popovitch', with a stylized flourish at the end.

Oleg Popovitch, PE
Associate

op/jm

EXHIBIT 5



SJ ENGINEERS

233 Sansome Street, Suite 980 • San Francisco, California 94104 • Tel (415) 837-1500 • Fax (415) 837-1507

September 23, 2012
Filename: F&CA_12P01.doc

Fong & Chan Architects
1361 Bush Street
San Francisco, CA 94109

Attn: Mr. Paolo Diaz
Project Manager

Re: Fire Protection Services Fee Proposal –
Addition of Hybrid IR and Hybrid OR
San Francisco General Hospital Rebuild Program
San Francisco General Hospital and Trauma Center
San Francisco, California
FCA Project No. 345

Dear Paolo:

We are respectfully requesting your review and approval of the professional services fees for additional fire protection scope of work for the modification of the Construction Documents, Plans and Specifications for the addition of a Hybrid Interventional Radiology (IR) and a Hybrid Operating Room (OR) at the Operating Room Suite on Basement Level One of the new Hospital Building.

The scope of work would include the following:

1. Reconfiguration of IR Room No. 1 (Room No. B103) and the associated equipment room to allow for the addition of ceiling booms and OR lights with the Cath Angio Imaging Equipment to create a Hybrid IR room.
2. Reconfiguration of OR Rooms 8, 9 and 10 (Room Nos. B097, B099 and B101 into two OR rooms with a control room in between.
3. Complete current OR Rooms No. 8 (Room No. B101) and the new Control Room (Room No. B099) for the installation of the Angiography Imaging system (Artis Zeego by Siemens) equipment to create a Hybrid OR Room.
4. Complete current OR Room No. 10 (Room No. B097) as a reconfigured large OR.

The proposed Telecom services fee shall be a lump sum fixed fee of Four Thousand Six Hundred and Eighty Dollars (\$4,680.00). This represents approximately 20 hours of staff time.

Fire Protection – SJ Engineers	\$4,480.00
+ Reimbursable Expenses	\$200.00
TOTAL REQUIRED FEE	\$4,680.00

Very truly yours,
SJ ENGINEERS



Neil H. Josen, P.E., F.P.E.
Principal

EXHIBIT 5

October 22, 2012

Paolo Diaz
Fong & Chan Architects
1391 Bush Street
San Francisco, Ca. 94109

Subject: Additional Services Proposal
San Francisco General Hospital
Project #09220-000 – Hybrid IR/OR Infrastructure Design Support

Dear Paolo,

This memo outlines our proposed additional services for the requested Hybrid IR/OR Infrastructure Design Support scope for the project.

❖ Additional Services

Hybrid IR/OR Infrastructure Design Support

Design revisions to low voltage packages for the following spaces:

1. IR Room No. 1
2. Operating Room No. 8, 9 and 10.
3. Control Room

❖ Compensation

TEECOM Design Group will perform the Additional Services on a lump sum basis for the amounts indicated below:

Phase	Compensation
Hybrid IR/OR Infrastructure Design Support	\$10,000
Total Additional Service Compensation	\$10,000

❖ Authorization

Please acknowledge your acceptance of this Agreement by signing below and returning one copy of the Agreement for our records. If this Agreement is not accepted by the Client within 30 days from the date first written above, it will be deemed null and void.

for FONG & CHAN ARCHITECTS

Date

We appreciate this opportunity and look forward to hearing from you.

Regards,

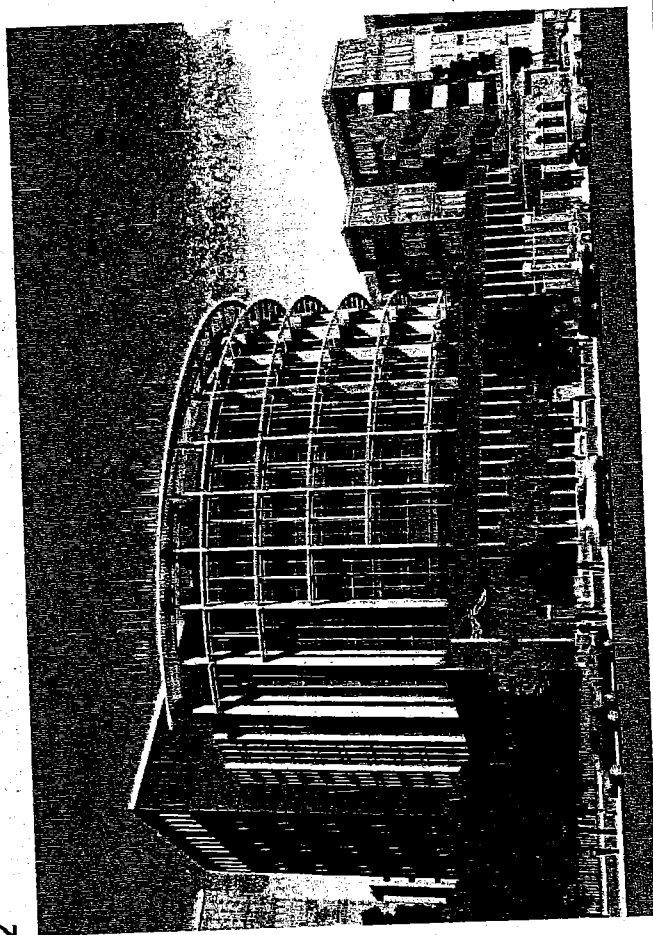
Matt Flanders
Associate

cc: Larry Anderson, TEECOM
Randa Habib, TEECOM

ATTACHMENT 4

SFGH Rebuild Program

Presentation to Board of Supervisors
Request for Contract Modification Approval Exceeding \$10M
November 2012



Presented by Ronald W. Nichols
Project Management



Department of Public Works



ACTION REQUESTED

We respectfully request your approval to amend the Fong and Chan Architects Agreement for the San Francisco General Hospital Rebuild Program from \$51,507,500.00 to \$53,086,627 including:

- Ratification of Contract Modification 7 to bring SFGH Rebuild in compliance with Section 9.118(b) of the Charter
- Approval of Contract Modification 10 in accordance with requirements of Section 9.118(b) of the Charter.
- Section 9.118(b) of the Charter requires that all agreements having a term in excess of ten years, or requiring expenditures in excess of ten million dollars, or amendments to those agreements in excess of \$500,000 be approved by the Board of Supervisors.
- Contract Modifications 7 & 10 each cross the \$500,000 threshold.

BACKGROUND

September 23, 2008, the Board of Supervisors adopted Resolution 403-08 authorizing contract award for architectural and engineering design services for the San Francisco General Hospital Rebuild Program to Fong & Chan Architects, Inc.

- Lump sum fixed fee of \$50,400,000
- Reimbursable Expense Allowance of \$750,000
- Total contract amount of \$51,150,000

Between May 21, 2009 and October 21, 2010, Modifications 1 through 6

- Cumulatively added \$357,500
- Total contract amount of \$51,507,500
- Scope Changes to address Code Changes, OSHPD Interpretations, and Art Program related Design additions or modifications

May 3, 2011, the parties agreed to a Modification 7 added a total of \$1,013,500

- \$213,500 for an increase to the scope of the work related to revised SFGH Mechanical & Electrical Requirements to Building Design (IDF Rooms)
- \$800,000 increase to the reimbursable expense allowance for maintaining contract required insurance levels
- Total contract amount of \$52,521,000

Between October 19, 2011 and April 5, 2012, the parties agreed to Modifications 8 & 9 adding \$189,860

- Added Design Scope of Work for revised SFGH Telecommunication and Medical Gas Requirements to Building Design
- Total contract amount of \$52,710,860



BACKGROUND

Director of Public Works intends to issue Modification No. 10 including:

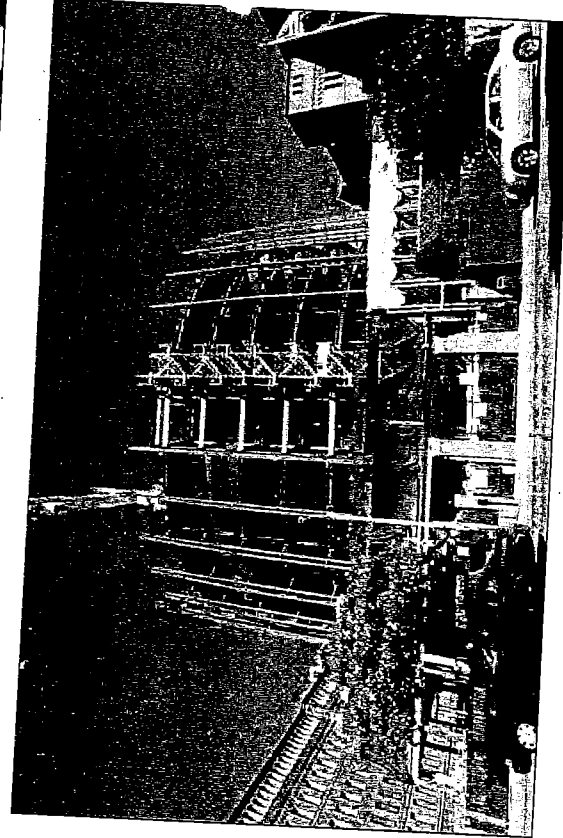
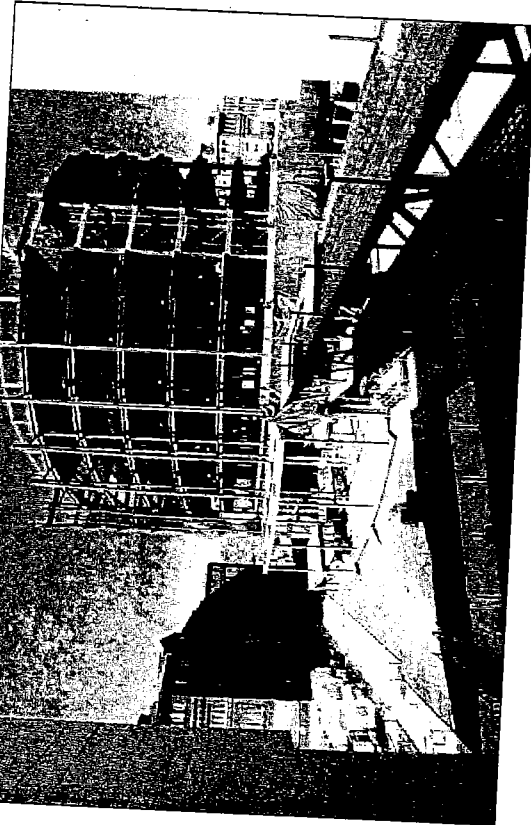
- \$375,767 increase to the scope of services
 - Value Engineering for Telecommunications
 - Major redesign of the Uninterruptable Power Supply System
 - Addition of Intermediate Distribution Frame rooms
 - Additional Energy Modeling, and Power and Cooling
- \$287,980 additional Design Services for Hybrid Operation Room Design
- Total increase of \$663,747
- Total contract amount of \$53,086,627
- Cumulatively Modifications 8, 9 & 10 are in excess of \$500,000 thus necessitates Section 9.118(b) approval of the Charter by the Board of Supervisors

SFGH Rebuild Design Professional Contract

PROGRAM STATUS OVERVIEW

SFGH Rebuild Team Mission Statement
being fulfilled:

Working collaboratively we commit to design and build the "San Francisco General Hospital and Trauma Center" within budget, on schedule and to the highest standards of quality and sustainability, for the benefit of the community.



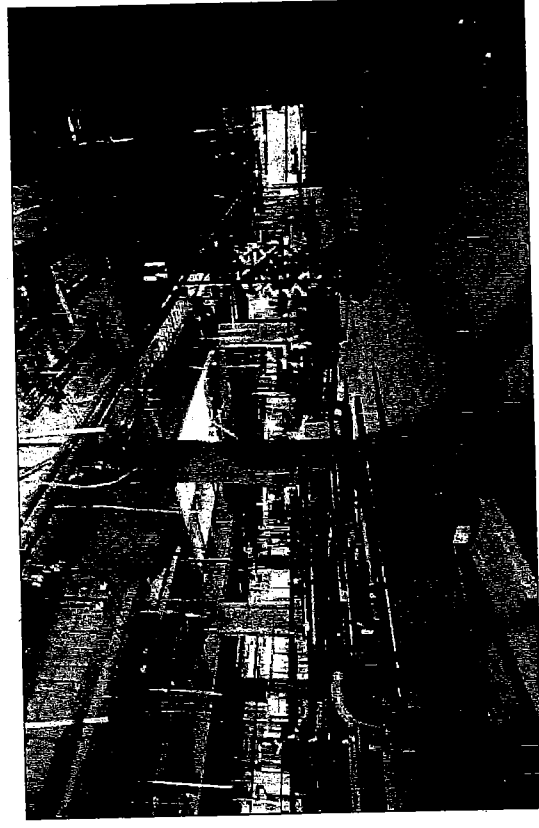
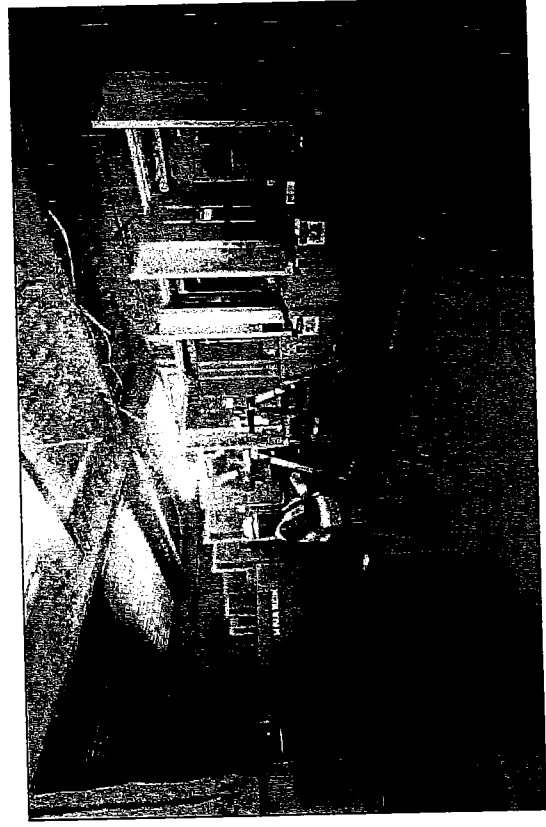
SFGH Rebuild Design Professional Contract



PROGRAM STATUS OVERVIEW

SFGH Rebuild Team Is:

- Maintaining \$887.4M Budget
- Delivering Schedule Adherence
- Ensuring Scope Fidelity



City and County of San Francisco



Gavin Newsom, Mayor
Edward D. Reiskin, Director



(415) 554-6229
FAX (415) 554-6232
<http://www.sfdpw.com>

Department of Public Works
Contract Administration Division
Financial Management and Administration
875 Stevenson Street, Room 420
San Francisco, CA 94103-0903
Gordon Choy, Division Manager

TRANSMITTAL LETTER
PROFESSIONAL SERVICE AGREEMENT MODIFICATIONS

May 22, 2009

Contractor: Fong & Chan Architects, Inc.
1361 Bush Street
San Francisco, CA 94109

Project: Architectural and Engineering Design Services for the San Francisco
General Hospital Rebuild Program through 1/01/2015 - Modification #1

Modification Amount: Add \$27,600, 0 days, and 1 subconsultant

Job No.: 6694A

DPW Order No.: 177,975

Controller's Certification: Reference this # on your invoices: DPAT09000093

Date Posted: 5/22/09

This Transmittal Letter forwards a copy of the Modification of Agreement #1 and Contract Purchase Order No. DPAT09000093 in the total as-modified to date, \$51,177,600, for the subject project. Contract expiration date is 1/01/2015. Note: total amount of services fees: \$50,427,600; reimbursables: \$750,000.

The total amount of partial encumbrances for this final agreement to date is \$5,646,762.94.

Yours truly,

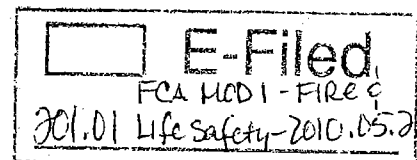
by: *ma. Carina C. Carlos*

for Gordon Choy
Division Manager, Contract Administration
May 22, 2009

cc: Ron Alameida, BOA

Attachments: Modification of Agreement #1
Contract Purchase Order DPAT09000093

GEC:cc



"IMPROVING THE QUALITY OF LIFE IN SAN FRANCISCO" We are dedicated individuals committed to teamwork, customer service and continuous improvement in partnership with the community.

Customer Service Teamwork Continuous Improvement

Modification of Agreement - #1

Consultant Contracts

This Agreement is made this 30th day of January, 2009, in the City and County of San Francisco. Whereas, the City & County of San Francisco and Fong & Chan Architects, Inc. have entered into a Final Agreement for Architectural and Engineering Design Services for the San Francisco General Hospital Rebuild Program 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 \$ 27,600 for changes described in the referenced attachment.
☒ Add ☐ Subtract 0 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

Bureau Head

Approved

Edward D. Reiskin
Director of Public Works

Approved

N/A
Naomi Kelly
Director of Office of Contract
Administration/Purchasing

Approved

Edwin M. Lee, City Administrator

Approved as to Form:
Dennis J. Herrera
City Attorney

By Deputy City Attorney

Fong and Chan Architects, Inc.
Name of Consultant Firm

1361 Bush Street

Address

San Francisco, CA 94109

City, State, Zip

By (Signature)

CHIU LIN TSE-CHAN, FAIA, CSI, LEED AP
Type Name & Title PRINCIPAL

**ATTACHMENT A
MODIFICATION 1 – FINAL CONTRACT**

Pursuant to Article 1 (*Schedule of Services*), Article 8 (*Compensation*), Article 7 (*Additional Services*) and Article 14 (*Modifications*) of the Final Agreement (DPW Order No. 177,975) between the City and County of San Francisco and Fong and Chan Architects, Inc., the amount of the Agreement shall be increased by \$27,600 (Twenty-Seven Thousand Six Hundred) to provide Architectural and Engineering Services for the San Francisco General Hospital Rebuild Program.

SCOPE OF WORK: Fong and Chan Architects, Inc. will provide all necessary architectural and engineering services for the San Francisco General Hospital Rebuild Program. Additional scope of work includes added services by the Fire and Life Safety Consultants during the Design Phase and OSHPD Review Phase of the Project, to accommodate OSHPD code changes, related to High Rise Construction requirements. Expanded services shall cover additional drawing reviews, meetings, justification documents, and general consulting during the design phase and OSHPD Review Phase. Appendix A – Additional Scope of Work

COMPENSATION:

FEE: Professional service fees for this final contract shall be increased by Twenty-Seven Thousand Six Hundred Dollars (\$27,600), resulting in a total not exceed fee of Fifty Million Four Hundred Twenty Seven Thousand Six Hundred Dollars (\$50,427,600). Professional Service fees shall include labor and reimbursable expenses. Appendix B – Calculation of Charges.

REIMBURSABLES: Reimbursable expenses shall remain in a total not exceed amount of \$750,000 and include CADD plots for Owner's use and submittals to agencies; blueprinting, specifications and photocopying for Owner's use; project related travel; postage and handling.

TOTAL COMPENSATION (Fee + Reimbursables):

Fifty Million One Hundred Seventy-Seven Thousand Six Hundred Dollars (\$50,177,600)
one "

CONTRACT DURATION: The contract duration for services under the final contract shall remain unchanged.

BILLING PROCEDURES: Billing Procedures shall remain unchanged from the Agreement between Fong and Chan Architects, Inc. and the City and County of San Francisco dated June 19, 2008. Fong and Chan Architects shall bill based "on the Architect's calculation of the percentage of design services that have been satisfactorily completed and approved by the City, relative to the percentage of the total lump sum fee ..."

APPENDIX A
SCOPE OF WORK

Provide Architectural and Engineering Services necessary to address code requirement changes set forth by the Office of Statewide Health Planning and Development (OSHPD), specifically the high-rise requirements for hospital buildings. Additional Services include drawing reviews, attending meetings, generating Justification Documents and additional consultation during the Design Phase and the OSHPD Review Phase—so as to design a complete and code-compliant Fire and Life Safety system for the building (reference attached correspondence from Fong and Chan Architects, Inc. dated September 30, 2008 entitled "Additional A/E Professional Services Fee Proposal – Fire and Life Safety Code Consultants."

RFQ or RFP or PROPOSAL shall mean the City's Request For Qualifications or Proposals for professional (design) services for this Project and the (Architect's or Engineer's or Consultant's) proposal to provide such services. All requirements of the RFQ or RFP and the representations made in the (Architect's or Engineer's or Consultant's) proposal that are not in conflict with provisions of this contract are hereby incorporated by reference and made an integral part of the contract as though fully set forth herein. With respect to any conflict or ambiguity between this Agreement and the RFQ or RFP or the proposal, this Agreement shall control except where the RFQ or RFP or the proposal refers to services not otherwise mentioned in this Agreement, then and to such extent the RFQ or RFP proposal shall control.

APPENDIX B
CALCULATION OF CHARGES

Labor \$190/hour @ 32 hours =	\$6,080
Reimbursables =	\$ 420
<u>Drawing Reviews:</u>	<u>\$6,500</u>

Labor \$190/hour @ 26 hours =	\$4,940
Reimbursables =	\$ 560
<u>Meetings:</u>	<u>\$5,500</u>

Labor \$190/hour @ 48 hours =	\$9,120
Reimbursables =	\$ 80
<u>Justification Documents:</u>	<u>\$9,200</u>

Labor \$190/hour @ 32 hours =	\$6,080
Reimbursables =	\$ 320
<u>General Consulting:</u>	<u>\$4,400</u>

G cc

TOTAL LUMP SUM FEE: \$27,600

September 30, 2008

Mr. Ron Alameida
Project Manager
Department of Public Works
City and County of San Francisco
30 Van Ness Avenue
San Francisco, CA 94102

Re: *Additional A/E Professional Services Fee Proposal – Fire and Life Safety Code Consultants*
San Francisco General Hospital Rebuild Program
San Francisco General Hospital and Trauma Center
San Francisco, California
FCA Project No. 345

Dear Ron:

We are respectfully requesting your review and approval of the additional A/E professional services fees for additional scope of work for the Fire and Life Safety Code Consultants for the project.

As you are aware, OSHPD implemented an emergency declaration instituting the high-rise requirements for hospital buildings that had been deleted in the latest Building Code. This is a significant change to the fire and life safety code requirements for the building and will necessitate addressing the code requirements regarding the implementation of a smoke control system and other Fire and Life Safety issues for the building. The work of the Fire and Life Safety consultants will help to mitigate and reduce the impact of this code change on the building design process. The proposed A/E services fee shall be a lump sum fixed fee of **Twenty Seven Thousand and Six Hundred Dollars (\$27,600)**. The work includes the following phases with their respective services fees:

PHASE	FEE
<i>The Fire Consultants, Inc</i>	
Design Phase	\$21,200.00
<u>OSHPD Review Phase</u>	<u>\$6,400.00</u>
TOTAL REQUIRED FEE	\$27,600.00

Your prompt approval of this services fee proposal would be greatly appreciated. If you have any questions or require any additional information, please do not hesitate to call.

Sincerely,
FONG & CHAN ARCHITECTS

Paolo Diaz
Principal

cc: Kathy Jung SFGH

F:\Proj345\DOC\FEE\Fee345.07.doc

The Fire Consultants, Inc.

September 17, 2008

VIA E-MAIL: paolo@fca-arch.com

Mr. Paolo Diaz
Fong & Chan Architects
1361 Bush Street
San Francisco, CA 94109

SAN FRANCISCO GENERAL HOSPITAL PROPOSAL FOR FIRE AND LIFE SAFETY CONSULTING SERVICES

Dear Mr. Diaz:

This letter serves as The Fire Consultants, Inc. proposal to provide fire protection and building code consulting services to assist Fong & Chan Architects (FCA) in identifying and applying the applicable fire and life safety related building code requirements for the above referenced project in San Francisco, California. This proposal is based on the information discussed during our meeting at your office on Wednesday, September 10, 2008. We understand that the project includes an approximately 420,000 square foot addition to the existing San Francisco General Hospital Campus, with the structure being a standalone building that will include tunnel and bridge connections to the existing hospital building. You indicated that the new building will include 7 above grade stories, with 2 basement levels, and that the project will include floors located more than 75 feet above the lowest level of fire department access. This will require compliance with I occupancy high-rise related requirements outlined in the recent Emergency Supplement to the California Building Code (CBC) developed by the California State Fire Marshal's office.

Our general proposed scope will be to help FCA identify and apply the applicable CBC requirements to the project. This will include specifically assisting the design team in addressing the key code issues discussed during our September 10, 2008 meeting, which were:

1. Issues relating to the smoke control related requirements of the CBC and the referenced emergency supplement, as well as other high-rise related design requirements.
2. Compliance issues associated with the two story lobby space.

1276 Durant Court
Walnut Creek, CA 94596

ph: (925) 979.9993
fax: (925) 979.9994

internet:
www.thefireconsultants.com

3. Issues associated with the building separation and assumed property line locations and the location and size of window openings facing the property lines.
4. Issues associated with the base isolation approach and the separation of the basement levels from the isolation moat.
5. Issues associated with egress, corridors, suites, and egress from the roof garden area, as well as issues associated with accessible egress.

SCOPE OF SERVICES

Based on our discussion and understanding of the design, we propose the following scope of services to assist the design team. We can modify this scope to allow for varying client needs as the project moves forward.

1. Review the architectural plans and fire/life safety related drawings, to familiarize ourselves with the design, and to identify potential code compliance or coordination related issues relative to the requirements of the CBC. Following our review of the drawings, we will submit a letter outlining our comments and identifying other potential building code related compliance issues, to FCA for your use.
2. During the Construction Documents phase of the project, we propose to complete one additional review of the architectural drawings relative to the requirements of the CBC and relative to the established design approach and agreements with the authorities having jurisdiction.
3. The Fire Consultants, Inc. proposes to participate in up to four half-day meetings with the design team, the owner, and/or the authorities having jurisdiction for the project, to review the proposed design approaches to the various issues identified above, and to discuss the overall fire protection and building code compliance strategy for the project. We assume that these meetings will be held in San Francisco or Sacramento.
4. The Fire Consultants proposes to prepare Alternate Materials and Methods Requests and/or justification documents to be submitted to the design team and the authorities having jurisdiction, addressing the key building code related issues identified above, or other potential issues on the projects. We have budgeted for the preparation of up six justification documents for use by the design team and/or submission to the authorities having jurisdiction. In addition to the alternate materials requests or justification approaches, we will prepare a

letter or report summarizing the various documents. This will include the five issues identified above as well as other potential approaches.

5. In addition to the scope items outlined above, we propose to provide up to thirty two hours of general consulting, to respond to general fire/life safety, egress, and building code related design issues. This time can be used to respond to questions and issues submitted by the design team, to participate in additional meetings and/or teleconferences, and/or to evaluate other fire protection related issues for the new building or the existing campus.

TERMS AND CONDITIONS

We propose to provide the scope of services identified above with a combination of fixed fee and time and expense elements. The table below summarizes the proposed fee breakdown for the proposed scope. As discussed during our September 10, 2008 meeting, we are proposing to provide scope items 1 – 4 on a fixed fee basis, while scope item 5 (general consulting) will be provided on a time and expense basis due to the uncertainty associated with the exact level of services required. The general consulting services will be provided at our standard billing rate of \$190 per hour. The budget values below include labor and reimbursable expenses.

SCOPE ITEM	BUDGET	FEE STRUCTURE
REVIEWS/MEETINGS/JUSTIFICATION DOCUMENTS (ITEMS 1 – 4)	\$21,200	FIXED FEE
GENERAL CONSULTING (ITEM 5)	\$6,400	TIME AND EXPENSE

Invoices will be prepared monthly and will be due within 30 days of their receipt. The Fire Consultants, Inc. will rely on the completeness and accuracy of information supplied to us by the design team. Our insurance limits for professional liability are \$1 million, and for general liability are \$1 million per occurrence and \$2 million in the aggregate. This proposal is based upon this coverage. If it is necessary for us to carry insurance in excess of these limits, please notify us and we will discuss the impact on this proposal.

MR. PAOLO DIAZ
SAN FRANCISCO GENERAL HOSPITAL
FIRE AND LIFE SAFETY CONSULTING SERVICES

08-1198 – Page 4
September 17, 2008

ACCEPTANCE

This proposal outlines the proposed scope and fee for the project, based on the information discussed during our Meeting on September 10, 2008, and our understanding of the project. The proposed scope and corresponding fee structure can be modified to suite client needs. This proposal remains valid for a period of 30 days. Please indicate your concurrence by signing a copy and returning it to us as authorization to proceed.


We look forward to working with you on this project.

Prepared by:

THE FIRE CONSULTANTS, INC.

Accepted by:

FONG & CHAN ARCHITECTS

 9/17/08
Brian D. Gagnon, P.E. Date

Name/Title Date

BDG/DCM:dr
08-1198/PRDR-546

City and County of San Francisco



Gavin Newsom, Mayor
Edward D. Reiskin, Director



(415) 554-6229
FAX (415) 554-6232
<http://www.sfdpw.com>

Department of Public Works
Contract Administration Division
Financial Management and Administration
875 Stevenson Street, Room 420
San Francisco, CA 94103-0903
Gordon Choy, Division Manager

TRANSMITTAL LETTER
PROFESSIONAL SERVICE AGREEMENT MODIFICATIONS

July 22, 2009

Contractor: Fong & Chan Architects, Inc.
1361 Bush Street
San Francisco, CA 94109

Project: Architectural and Engineering Design Services for the San Francisco
General Hospital Rebuild Program through 1/01/2015 - Modification #2

Modification Amount: Add \$101,200 and 0 days to the Agreement

Job No.: 6694A

DPW Order No.: 177,975

Controller's Certification: Reference this # on your invoices: DPAT09000093

Date Posted: 7/21/09

This Transmittal Letter forwards a copy of the Modification of Agreement #2 and Contract Purchase Order No. DPAT09000093 in the total as-modified to date, \$51,278,800, for the subject project. Contract expiration date is 1/01/2015. Note: total amount of services fees: \$50,528,800; reimbursables: \$750,000.

The amount of this partial encumbrance #6 is \$4,998,773. The total encumbered funds to date, including this encumbrance, is \$20,350,327. Total unencumbered funds remaining is \$30,928,473.

Yours truly,

by: *Ma. Carina C. Carlos*

for Gordon Choy
Division Manager, Contract Administration
July 22, 2009

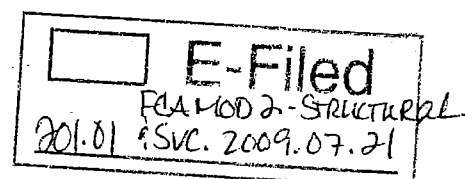
cc: Ron Alameida, BOA

Attachments: Modification of Agreement #2
Contract Purchase Order DPAT09000093

GEC:cc

"IMPROVING THE QUALITY OF LIFE IN SAN FRANCISCO" We are dedicated individuals committed to teamwork, customer service and continuous improvement in partnership with the community.

Customer Service
Teamwork
Continuous Improvement



Modification of Agreement - #2

Consultant Contracts

This Agreement is made this 18th day of June, 2009, in the City and County of San Francisco.

Whereas, the City & County of San Francisco and Fong & Chan Architects, have entered into a Final Agreement for Architectural and Engineering Design Services for the San Francisco General Hospital Rebuild Program 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 \$ 101,200 for changes described in the referenced attachment.

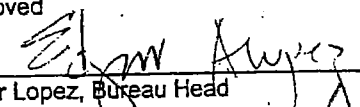
☒ Add ☐ Subtract 0 calendar days To ☒ From ☐ the original Agreement or the latest modification as described in the referenced attachment.

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


Edgar Lopez, Bureau Head

Fong and Chan Architects
Name of Consultant Firm

Approved


Edward D. Reiskin
Director of Public Works

1361 Bush Street
Address

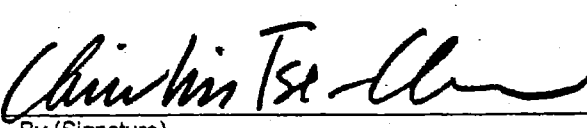
Approved

N/A
Naomi Kelly
Director of Office of Contract
Administration/Purchasing

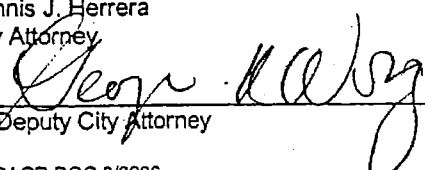
San Francisco, CA 94109
City, State, Zip

Approved


Edwin M. Lee, City Administrator


By (Signature)

Approved as to Form:
Dennis J. Herrera
City Attorney


By Deputy City Attorney

CHIU LIN TSE-CHAN, F.A.I.A., C.S.I., LEED AP
Type Name & Title
PRINCIPAL

**ATTACHMENT A
MODIFICATION 2 – FINAL CONTRACT**

Pursuant to Article 1 (*Schedule of Values*), Article 8 (*Compensation*), Article 7 (*Additional Services*) and Article 14 (*Modifications*) of the Final Agreement (DPW Order No. 177,975) between the City and County of San Francisco and Fong and Chan Architects, the amount of the Agreement shall be increased by \$101,200 (One Hundred One Thousand Two Hundred Dollars) to provide Architectural and Engineering Services for the San Francisco General Hospital Rebuild Program.

SCOPE OF WORK: Fong and Chan Architects will provide all necessary architectural and engineering services for the San Francisco General Hospital Rebuild Program. Expanded scope of work includes additional services by the structural engineer, ARUP, due to the use of a new set of ground motions required by the California Geological Survey (CAN2 1802A.6.2). Additional services shall include Tasks 1 – 5 as outlined in ARUP's Proposal dated April 14, 2009, attached.

Appendix A – Additional Scope of Work.

COMPENSATION:

FEE: Professional service fees for this final contract shall be increased by One Hundred One Thousand Two Hundred Dollars (\$101,200), resulting in a total fee of Fifty Million Five Hundred Twenty Eight Thousand Eight Hundred Dollars (\$50,528,800). Professional service fees shall include labor and reimbursable expenses.

Appendix B – Calculation of Charges.

REIMBURSABLES: Reimbursable expenses shall remain in a total not-to-exceed amount of \$750,000 and include expenses per Article 8 of the Final Contract.

TOTAL COMPENSATION (Fee + Reimbursables):

Fifty-One Million Two Hundred Seventy-Eight Thousand Eight Hundred Dollars (\$51,278,800)

CONTRACT DURATION: The contract duration for services under the final contract shall remain unchanged.

BILLING PROCEDURES: Billing Procedures shall remain unchanged from the Agreement between Fong and Chan Architects and the City and County of San Francisco dated June 19, 2008. Fong and Chan Architects shall bill based "on the Architect's calculation of the percentage of design services that have been satisfactorily completed and approved by the City, relative to the percentage of the total lump sum fee ..."

APPENDIX A
SCOPE OF WORK

Provide structural engineering services to address new ground motions as required by the California Geological Survey (CAN2 1802A.6.2). Structural engineering services shall include tasks 1 – 5 as outlined in attached Proposal by ARUP dated April 14, 2009 (reference attached correspondence from Fong and Chan Architects, dated April 28, 2009 entitled "Additional A/E Professional Service Fee Proposal – Revised Ground Motions).

Tasks 1- 5 are as follows:

1. Assemble the new ground motions from the Geotechnical-Engineer-of-Record.
2. Re-run all seismic models to satisfy the approved seismic design criteria.
3. Re-analyze all seismic frame members to meet design requirements.
4. Revise all Increment 2.3 (seismic) calculations.
5. Validate that the displacement demands of isolators will meet the capacities as tested.



April 28, 2009

Mr. Ron Alameida
Project Manager
Department of Public Works
City and County of San Francisco
30 Van Ness Avenue
San Francisco, CA 94102

Re: *Additional A/E Professional Services Fee Proposal – Revised Ground Motions*
San Francisco General Hospital Program Rebuild Project
San Francisco General Hospital and Trauma Center
San Francisco, California

Dear Ron:

We are respectfully requesting your review and approval of the additional A/E professional services fees for additional scope of work for the reanalysis of the structural computer model and the requisite changes to the structural design of the building as required by the new ground motion criteria being enforced by California Geological Survey (CAN2 1802A.6.2) as part of their review process for the Geotechnical Report for the subject project.

The work shall be performed by Arup, the structural engineers. The proposed A/E services fee shall be a fixed fee of **One Hundred and One Thousand Two Hundred Dollars (\$101,200)** to be determined on a lump sum basis. Please review the attached April 14, 2009 fee proposal from ARUP for additional information regarding this proposal.

The work includes the following design disciplines with their respective services fees:

DISCIPLINE	FEE
Structural Engineering – <i>ARUP</i>	\$92,000.00
+ 10% FCA Handling Fee	\$9,200.00
TOTAL REQUIRED FEE	\$101,200.00

FCA

FONG & CHAN ARCHITECTS
ARCHITECTURE – PLANNING – INTERIOR DESIGN

1361 BUSH STREET, SAN FRANCISCO, CALIFORNIA 94109 TEL: (415) 931-8600 FAX: (415) 931-4601 E-MAIL: fca@fca-arch.com

Our ref 131871/EK
File ref 3-03-01
Date April 14, 2009

580 Mission Street, 7th Floor
San Francisco, CA 94105
Tel +1 415 957 9445
Fax +1 415 957 9096
Eric.Ko@arup.com

www.arup.com

Paolo Diaz
Fong & Chan Architects
1361 Bush Street
San Francisco CA 94109

ARUP

**RE: San Francisco General Hospital & Trauma Center
Additional Service Fee Proposal for Re-analyses Using A New Set of Ground Motions**

Dear Paolo,

This is a proposal to request additional fees to re-run computer models using a new set of ground motions and to re-design and revise calculations for the seismic frames, as well as the base isolators. The re-runs are required to satisfy unforeseen review comments issued by CGS to comply with CAN2 1802A.6.2. The scope of this re-run will include the following tasks:

1. Assemble the new ground motions from the Geotechnical-Engineer-of-Record.
2. Re-run all seismic models to satisfy the approved seismic design criteria.
3. Re-analyze all seismic frame members to meet design requirements.
4. Revise all Increment 2.3 (seismic) calculations.
5. Validate that the displacement demands of isolators will meet the capacities as tested.

Our proposed fee to perform these tasks is \$92,000 and the breakdown of hours is as follows:

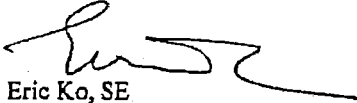
Principal-in-charge: 80 hours @ \$325/hr	\$26,000
Associate Principal (SEOR): 80 hours @ \$215/hr	\$17,200
Seismic Consultant: 240 hours @ \$150/hr	\$36,000
Senior Engineer: 80 hours @ \$160/hr	\$12,800
Total	\$92,000

131871/EK
April 14, 2009

Page 2

As you are aware, we have to maintain on-going dialogues with the plan reviewer, TMAD, and OSHPD so that the risks to delays in the review schedule can be minimized. As such, we have started work using this new set of ground motions. Please contact me if you need further clarifications.

Yours sincerely,



Eric Ko, SE
Principal

Authorization to Proceed - Please sign below to indicate authorization and return a copy to us by fax or mail.

Approved by _____ Date _____

APPENDIX B
CALCULATION OF CHARGES

FCA Final Contract Modification 2 for Additional Structural Engineering

	<u>RATE</u>	<u>HOURS</u>	
Labor (Principal-in-charge)	\$ 325	80	\$ 26,000
Labor (Associate Principal)	\$ 215	80	\$ 17,200
Labor (Seismic Consultant)	\$ 150	240	\$ 36,000
Labor (Senior Engineer)	\$ 160	80	<u>\$ 12,800</u>
Subtotal (from ARUP)			\$ 92,000
Handling Fee by FCA			\$ 9,200
Total Lump Sum Fee:			<u>\$ 101,200</u>

June 18, 2009

**Final Contract Modification 2 - Contract Cost Information
Fong and Chan Architects**

Item No.	Description	Subconsultant	Subconsultant Fee	FCA Fee	Total Fee (Subconsultant + FCA Fees)
1	Structural Add Service**	ARUP	\$ 92,000	\$ 9,200	\$ 101,200
Total of Modification 2:					\$ 101,200

Original Contract Amount (Basic Fees):	\$50,400,000	
Original Contract Amount (Reimbursables):	\$ 750,000	
Total of Original Contract		<u>\$ 51,150,000</u>
Previous Modifications:		
Contract Amount prior to this Modification:	\$ 27,600	
		<u>\$ 51,177,600</u>
Amount of this Modification:	\$ 101,200	
New Contract Amount (including this Modification):		<u><u>\$ 51,278,800</u></u>

Notes:

**See Calculations for Structural Engineering Add Service

City and County of San Francisco



Gavin Newsom, Mayor
Edward D. Reiskin, Director



(415) 554-6229
FAX (415) 554-6232
<http://www.sfdpw.com>

Department of Public Works
Contract Administration Division
Financial Management and Administration
875 Stevenson Street, Room 420
San Francisco, CA 94103-0903
Gordon Choy, Division Manager

TRANSMITTAL LETTER
PROFESSIONAL SERVICE AGREEMENT MODIFICATIONS

May 24, 2010

Contractor: Fong & Chan Architects, Inc.
1361 Bush Street
San Francisco, CA 94109

Project: Architectural and Engineering Design Services for the San Francisco
General Hospital Rebuild Program through 1/01/2015 - Modification #3

Modification Amount: Add \$175,000, 0 days and 1 sub to the Agreement

Job No.: 6694A

DPW Order No.: 177,975

Controller's Certification: Reference this # on your invoices: DPAT09000093

Date Posted: 5/24/10

This Transmittal Letter forwards a copy of the Modification of Agreement #3 and Contract Purchase Order No. DPAT09000093 in the total as-modified to date, \$51,453,800, for the subject project. Contract expiration date is 1/01/2015. Note: total amount of services fees: \$50,703,800; reimbursables: \$750,000.

Yours truly,

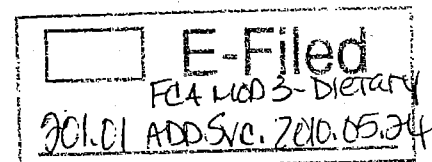
by: *ma. Carina C. Carlos*

for Gordon Choy
Division Manager, Contract Administration
May 24, 2010

cc: Ron Alameida, BOA

Attachments: Modification of Agreement #3
Contract Purchase Order DPAT09000093

GEC:cc



"IMPROVING THE QUALITY OF LIFE IN SAN FRANCISCO" We are dedicated individuals committed to teamwork, customer service and continuous improvement in partnership with the community.

Customer Service

Teamwork

Continuous Improvement

Modification of Agreement - #3

Consultant Contracts

This Agreement is made this 8th day of December, 2009, in the City and County of San Francisco.

Whereas, the City & County of San Francisco and Fong & Chan Architects, have entered into a Final Agreement for Architectural and Engineering Design Services for the San Francisco General Hospital Rebuild Program 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 \$ 175,000 for changes described in the referenced attachment.

☒ Add ☐ Subtract 0 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

Approved

Edgar Lopez, Bureau Head

Approved

Edward B. Reiskin
Director of Public Works

Approved

N/A

Naomi Kelly
Director of Office of Contract
Administration/Purchasing

Approved

N/A

Edwin M. Lee, City Administrator

Approved as to Form:
Dennis J. Herrera
City Attorney

By Deputy City Attorney

MODAGR.DOC 3/2006

CONSULTANT

Fong and Chan Architects
Name of Consultant Firm

1361 Bush Street
Address

San Francisco, CA 94109
City, State, Zip

Chiu Lin Tse-Chan
By (Signature)

Chiu Lin Tse-Chan, FAIA, CSI, LEED AP, Principal
Type Name & Title

**ATTACHMENT A
CONTRACT MODIFICATION 3**

Pursuant to Article 1 (*Schedule of Values*), Article 8 (*Compensation*), Article 7 (*Additional Services*) and Article 14 (*Modifications*) of the Final Agreement (DPW Order No. 177,975) between the City and County of San Francisco and Fong and Chan Architects ("Architect"), the amount of the Agreement shall be increased by \$175,000 (One Hundred Seventy-Five Thousand Dollars) to provide Architectural and Engineering Services for the San Francisco General Hospital Rebuild Program.

SCOPE OF WORK: Per the Base Contract, Fong and Chan Architects will provide all necessary architectural and engineering services for the San Francisco General Hospital Rebuild Program.

Scope of work in this Modification includes, but is not limited to, design services associated with expansion of the food service area of the New Hospital Building. Appendix A – Scope of Work.

COMPENSATION:

FEE: Professional service fees for this final contract shall be increased by One Hundred Seventy-Five Thousand Dollars (\$175,000), resulting in a total lump sum fee of Fifty Million, Seven Hundred Three Thousand, Eight Hundred Dollars (\$50,703,800).

Appendix B – Calculation of Charges.

REIMBURSABLES: Reimbursable expenses shall remain in a total not-to-exceed amount of \$750,000 and include expenses per Article 8 of the Final Contract.

TOTAL COMPENSATION (Fee + Reimbursables):

Fifty-One Million, Four Hundred Fifty-Three Thousand, Eight Hundred Dollars (\$51,453,800)

CONTRACT DURATION: The contract duration for services under the final contract shall remain unchanged.

BILLING PROCEDURES: Billing Procedures are per Article 8 of the Agreement between Fong and Chan Architects and the City and County of San Francisco dated June 19, 2008.

APPENDIX A

SCOPE OF WORK

Provide architectural and engineering services associated with expansion of the food service area from 1,200 to 6,000 square feet in the New Hospital Building, per Section B of Exhibit 1. See Exhibit 1, Fong and Chan Correspondence dated June 9, 2009, entitled, "Additional A/E Professional Service Fee Proposal."

EXHIBIT 1

June 9, 2009

Mr. Ron Alameida
Project Manager
Department of Public Works
City and County of San Francisco
30 Van Ness Avenue
San Francisco, CA 94102

Re: *Additional A/E Professional Services Fee Proposal*
San Francisco General Hospital Program Rebuild Project
San Francisco General Hospital and Trauma Center
San Francisco, California

Dear Ron:

We are respectfully requesting your review and approval of the additional A/E professional services fees in the amount of **One Hundred and Eighty Five Thousand, Four Hundred and Fifty Dollars (\$185,450)** for the following additional scope of work items that were required before the Design Development Submittal for the project. The following items are included:

- A. The demolition of the Volunteer Building and the addition of a new Parking Area was not included in the original scope of Civil Engineering work for the subject project. The proposed A/E services fee shall be a lump sum fixed fee of **Ten Thousand, Four Hundred and Fifty Dollars (\$10,450.00)**. The work includes the following with their respective services fees:

DISCIPLINE	FEE
Civil Engineering - <i>Brio Engineering</i>	\$ 9,500.00
+ 10% FCA Services Fee	\$ 950.00
TOTAL REQUIRED FEE	\$10,450.00

Please refer to the attached 11/19/08 fee proposal from Brio Engineering. Please note that this fee proposal supercedes the previous fee proposal for \$46,338 dated 12/10/08.

- B. The addition of a Kitchen and related Dietary Services support as part of the above referenced project.

Per our discussions with Licensing, we have acknowledged the need for a fully functional kitchen space to meet the revised requirements of licensing. It was determined that a space of approximately 1200 SF was sufficient to meet this requirement which was approximately the amount of space allocated in the building for Dietary Services as part of the Schematic Design Submittal.

After discussion with SFGH and the Dietary Licensing Consultant, it was determined and agreed that a hybrid approach was most appropriate for the operations of SFGH and that a dietary space that provided for cook-chill operations, tray preparation and dishwashing in the new Hospital

FCA

FONG & CHAN ARCHITECTS
ARCHITECTURE - PLANNING - INTERIOR DESIGN

1361 BUSH STREET, SAN FRANCISCO, CALIFORNIA 94109 - 4 - 931-8600, FAX: (415) 931-4601 E-MAIL: fca@fca-arch.com

EXHIBIT 1

June 9, 2009

Mr. Ron Alameida

A/E Professional Services Fee Proposal

Page 2 of 3

Building while keeping the bulk of the food preparation, cafeteria and storage within the existing Hospital Building. The provided Kitchen space in the new Hospital Building would also have minimal food preparation capability for minor cooking requirements and to meet licensing requirements.

To meet these above stated requirements, the food service area of the Dietary Services Department has been expanded from 1,200 SF to 6,000 SF, an increase of 4,800 SF. This fee proposal is for the additional work required to meet the expanded program for the Dietary Services. To accommodate this program area, part of this scope of work includes relocating the Boilers to the roof of the building. It is also anticipated that Dietary Services will continue to use a cook-chill system for Food Services operations.

The proposed A/E services fee shall be a lump sum fixed fee of **One Hundred and Seventy-Five Thousand Dollars (\$175,000)**. The work includes the following design disciplines with their respective services fees:

DISCIPLINE	FEE
/Architectural - <i>FCA</i>	\$47,000.00
/Structural - <i>ARUP</i>	\$10,000.00
?Food Services - <i>Cini-Little</i>	\$85,000.00
/Mechanical - <i>Gayner Engineering</i>	\$25,000.00
/Electrical - <i>FW Associates</i>	\$8,000.00
TOTAL REQUIRED FEE	\$175,000.00

Please note that this proposal supercedes the additional services fee proposal of \$490,000 for the kitchen work originally submitted on December 20, 2008.

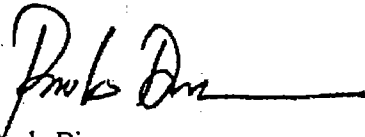
The scope of work does not include any renovation or retrofit to the existing Kitchen in the existing Main Hospital. If additional services are required for these disciplines, an additional services fee will be submitted at that time.

EXHIBIT 1

June 9, 2009
Mr. Ron Alameida
A/E Professional Services Fee Proposal
Page 3 of 3

Your prompt approval of this additional services fee would be greatly appreciated. If you need additional information or documentation, please do not hesitate to ask.

Sincerely,
FONG & CHAN ARCHITECTS

A handwritten signature in black ink, appearing to read "Paolo Diaz", followed by a horizontal line.

Paolo Diaz
Principal

cc: Mark Primeau DPH
Terry Saltz SFGH
Joe Chin DPW
James Hall Jacobs

File: Fee345.13

APPENDIX B
CALCULATION OF CHARGES

<u>DISCIPLINE</u>	<u>FEE</u>
Architectural - FCA	\$ 47,000
Structural - ARUP	\$ 10,000
Food Services - Cini-Little	\$ 85,000
Mechanical - Gayner Engineering	\$ 25,000
Electrical - FW Associates	\$ 8,000
TOTAL	<u>\$175,000</u>

December 8, 2009

**Final Contract Modification 3 - Contract Cost Information
Fong and Chan Architects**

Item No.	Description			Total Fee
1	Kitchen Add Service			\$175,000
Total of Modification 3:				\$175,000

Original Contract Amount (Basic Fees):	\$50,400,000	
Original Contract Amount (Reimbursables):	<u>\$750,000</u>	
Total of Original Contract		<u>\$51,150,000</u>
Previous Modifications:	<u>\$128,800</u>	
Contract Amount prior to this Modification:		<u>\$51,278,800</u>
Amount of this Modification:	<u>\$175,000</u>	
New Contract Amount (including this Modification):		<u>\$51,453,800</u>

City and County of San Francisco



Gavin Newsom, Mayor
Edward D. Reiskin, Director



(415) 554-6229
FAX (415) 554-6232
<http://www.sfdpw.com>

Department of Public Works
Contract Administration Division
Financial Management and Administration
875 Stevenson Street, Room 420
San Francisco, CA 94103-0903
Gordon Choy, Division Manager

TRANSMITTAL LETTER
PROFESSIONAL SERVICE AGREEMENT MODIFICATIONS

October 25, 2010

Contractor: Fong & Chan Architects, Inc.
1361 Bush Street
San Francisco, CA 94109

Project: Architectural and Engineering Design Services for the San Francisco
General Hospital Rebuild Program through 1/01/2015 - Modification #4

Modification Amount: Add \$27,000 and 0 days to the Agreement

Job No.: 6694A

DPW Order No.: 177,975

Controller's Certification: Reference this # on your invoices: DPAT09000093

Date Posted: 10/25/10

This Transmittal Letter forwards a copy of the Modification of Agreement #4 and Contract Purchase Order No. DPAT09000093 in the total as-modified to date, \$51,480,800.00, for the subject project. Contract expiration date is 1/01/2015. Note: total amount of services fees: \$50,730,800; reimbursables: \$750,000.

Yours truly,

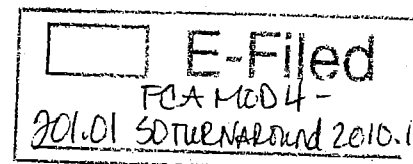
by: *ma. Carina C. Carlos*

for Gordon Choy
Division Manager, Contract Administration
October 25, 2010

cc: Michelle Dea, DPW-Project Management, BOA

Attachments: Modification of Agreement #4
Contract Purchase Order DPAT09000093

GEC:cc



"IMPROVING THE QUALITY OF LIFE IN SAN FRANCISCO" We are dedicated individuals committed to teamwork, customer service and continuous improvement in partnership with the community.

Customer Service

Teamwork

Continuous Improvement

Modification of Agreement - #4

Consultant Contracts

This Agreement is made this 10th day of August, 2010, in the City and County of San Francisco.

Whereas, the City & County of San Francisco and Fong & Chan Architects, have entered into a Final Agreement for Architectural and Engineering Design Services for the San Francisco General Hospital Rebuild Program 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 \$ \$27,000 for changes described in the referenced attachment.

☒ Add ☐ Subtract 0 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

Edgar Lopez
Edgar Lopez, Bureau Head

Fong and Chan Architects
Name of Consultant Firm

Approved

Edward B. Reiskin
Edward B. Reiskin
Director of Public Works

1361 Bush Street
Address

Approved

N/A
Naomi Kelly
Director of Office of Contract
Administration/Purchasing

San Francisco, CA 94109
City, State, Zip

Approved

Edwin M. Lee
Edwin M. Lee, City Administrator

Chiu Lin Tse-Chan
By (Signature)

Approved as to Form:
Dennis J. Herrera
City Attorney

Debra A. Woz
By Deputy City Attorney

CHIU LIN TSE-CHAN, FAIA, Principal
Type Name & Title

**ATTACHMENT A
CONTRACT MODIFICATION 4**

Pursuant to Article 1 (*Schedule of Values*), Article 8 (*Compensation*), Article 7 (*Additional Services*) and Article 14 (*Modifications*) of the Final Agreement (DPW Order No. 177,975) between the City and County of San Francisco and Fong and Chan Architects ("Architect"), the amount of the Agreement shall be increased by \$27,000 (Twenty Seven Thousand Dollars) to provide additional Architectural and Engineering Services for the San Francisco General Hospital Rebuild Program.

SCOPE OF WORK: Per the Base Contract, Fong and Chan Architects will provide all necessary architectural and engineering services for the San Francisco General Hospital Rebuild Program.

Scope of work in this Modification includes additional architectural and engineering services for the South Turnaround & Parking Areas.
Appendix A – Scope of Work.

COMPENSATION:

FEE: Professional service fees for this final contract shall be increased by Twenty-Seven Thousand Dollars (\$27,000), resulting in a total lump sum fee of Fifty Million, Seven Hundred Thirty Thousand, Eight Hundred Dollars (\$50,730,800).

Appendix B – Calculation of Charges.

REIMBURSABLES: Reimbursable expenses shall remain at a total not-to-exceed amount of \$750,000 and include expenses per Article 8 of the Final Contract.

TOTAL COMPENSATION (Fee + Reimbursables):
Fifty One Million, Four Hundred Eighty Thousand, Eight Hundred Dollars (\$51,480,800).

CONTRACT DURATION: The contract duration for services under the final contract shall remain unchanged.

BILLING PROCEDURES: Billing Procedures are per Article 8 of the Agreement between Fong and Chan Architects and the City and County of San Francisco dated June 19, 2008.

APPENDIX A

SCOPE OF WORK

Expanded scope of work includes additional architectural and engineering services for the revised permanent reconfiguration of the South Turnaround and Parking Areas. Main Hospital Public South Parking Lot Remodel Work drawings provided by City and County of San Francisco (CCSF), Bureau of Architecture, are to be incorporated into the latest permanent reconfiguration of the South Turnaround and Parking Areas. Reference attached Fong and Chan Architects' Correspondence, "Additional A/E Professional Services Fee Proposal – South Turnaround & Parking Areas) dated February 1, 2010 and Brio Engineering Correspondence "San Francisco General Hospital – Additional Services for South Parking and Turnaround" dated November 25, 2009 for breakdown in scope of work (EXHIBIT 1).

APPENDIX B
CALCULATION OF CHARGES

Additional A/E Services – South Turnaround & Parking Areas

<u>DESCRIPTION</u>	<u>FEE</u>
Architectural – Fong and Chan Architects	\$15,000
Civil Engineering - Brio Engineering	\$12,000
Total Fee	<u>\$27,000</u>

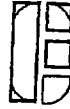
August 10, 2010

**Contract Modification 4 - Contract Cost Information
Fong and Chan Architects**

Item No.	Description	Sub-consultant Fees	FCA	Total Fee (Subconsultant + FCA Fees)
1	A/E Services - South Turnaround & Parking Areas	\$12,000	\$15,000	\$27,000
Total of Modification 4:				\$27,000

Original Contract Amount (Basic Fees):	\$50,400,000	
Original Contract Amount (Reimbursables):	\$750,000	
Total of Original Contract		<u>\$51,150,000</u>
Previous Modifications:	\$303,800	
Contract Amount prior to this Modification:		<u>\$51,453,800</u>
Amount of this Modification:	\$27,000	
New Contract Amount (including this Modification):		<u>\$51,480,800</u>

EXHIBIT 1



December 11, 2009
Revised February 1, 2010

Mr. Ron Alameida
Project Manager
Department of Public Works
City and County of San Francisco
30 Van Ness Avenue
San Francisco, CA 94102

Re: *Additional A/E Professional Services Fee Proposal - South Turnaround & Parking Areas.*
San Francisco General Hospital Rebuild Program
San Francisco General Hospital and Trauma Center
San Francisco, California
FCA Project No. 345

Dear Ron:

We are respectfully requesting your review and approval of the additional A/E professional services fees for additional scope of work for the revised permanent reconfiguration of the South Turnaround and Parking Areas. The proposed A/E services fee shall be a lump sum fixed fee of Twenty-Seven Thousand Dollars (\$27,000). The work includes the following with their respective services fees:

PHASE	FEE
Architectural- FCA	
Civil Engineering - Brio Engineering	\$15,000.00
	\$12,000.00
TOTAL REQUIRED FEE	\$27,000.00

This proposal assumes that there will be no revisions to the landscape and site lighting plans. Please refer to the attached 11/25/09 fee proposal from Brio Engineering for a more detailed description of the scope of work.

The scope of work for the Architectural includes the following:

- Revise the site plans and details for the revised configuration of the South Turnaround and Parking Area layout.
- Revise code conformance plans to reflect new site layout.
- Review revised site layout for Fire Apparatus access with Local SF Fire Marshall
- Review revised site layout with the Mayors Office of Disability for Accessibility compliance.
- Coordinate site plans and details with Civil, Landscape and Electrical consultants.
- Prepare Bulletins for revisions to the base bid scope of work.
- Coordinate revised LEED site boundary and modify LEED Documentation related to the revised design.
- Review, respond and administer Requests for Information (RFI's) and Submittals associated with the revised work.
- Review and respond to additional comments required for DBI and OSHPD reviews.

FCA

FONG & CHAN ARCHITECTS
ARCHITECTURE - PLANNING - INTERIOR DESIGN

1361 BUSH STREET, SAN FRANCISCO, CALIFORNIA 94109 TEL: (415) 931-8800 FAX: (415) 931-4601 E-MAIL: fca@fca-arch.com

EXHIBIT 1


Date
Mr. Ron Alameida
Title
Page 2 of 2

An anticipated fee schedule for the required work dated December 20, 2009 is also attached for your reference.

This scope of work assumes that no revisions to the retaining walls or additional structural revisions will be required. Any structural work that may be required will be submitted as additional services.

Your prompt approval of this services fee proposal would be greatly appreciated. If you have any questions or require any additional information, please do not hesitate to call.

Sincerely,
FONG & CHAN ARCHITECTS


Paolo Diaz
Principal

cc: Joe Chin SF-DPW
Terry Saltz SFGH

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EXHIBIT 1

BRIO Engineering
ASSOCIATES, INC.

1885 The Alameda, Suite 210
San Jose, CA 95126-1747
Tel: 408.241.5494
Fax: 408.241.5493

November 25, 2009

Mr. Nuno Lopes
Fong & Chan Architects
1361 Bush Street
San Francisco, CA 94109

Subject: San Francisco General Hospital - Additional Services for south parking and turnaround
Project No. SFGH0702
Via: Mail and E-Mail

Dear Nuno,

Per our recent discussions the SFGH has requested that some of the temporary turn around conditions and the south parking modifications being done by the City, be incorporated into the final design of the south turn around and parking area. As you know, final construction drawings have been completed for this project based on the original design directives for the project. These new requested revisions will result in a re-design of the south end of the project and add areas previously not part of the project.

Our proposal is based on the following assumptions:

- The parking layout will be provided by the Architect to be used as a basis for design. This proposal is based on the schematic plans provided date October 1, 2009
- The detail provided by the City of San Francisco in the topographic survey is adequate to design the necessary improvements
- The parking and driveway area will conform to the design information provided in the interim "Main Hospital Public South Parking Lot Remodel Work" project.
- Modification to the south perimeter fence and wall is not included.

Proposed Scope of Work:

- Revise final Site Plan C-1.2 per direction from the architect on width of final driveway coordination with interim plan by the City, and new parking at existing ambulance area.
- Indicate features from the interim plan on the background as "based on design info provided by others"
- Update site demolition and erosion control plans to include existing areas, and those being constructed as part of the interim plan, that will need to be demolished to complete the final plan.

\\Dgvtq41\bric\SFGH0702\Letters\South Parking and turn around.DOC

11/25/2009

1 of 2

EXHIBIT 1

Brio Engineering Associates, Inc.

- Revise Grading Plan sheet C-5.3 to include the areas to be modified and the additional width of the roadway. It may be necessary to re-grade existing driveway and existing sidewalk along 23rd street to provide accessible cross slope on the public sidewalk.
- Additional grading plan sheets as required for new parking at existing ambulance entrance.
- Revise alignment of retaining wall and coordinate with architect and structural engineer for wall design modification as required.
- Modify utility drawing C-6.3 to incorporate new roadway and areas. Modify drainage at 23rd street entrance to capture drainage from additional roadway width into water quality vault, to preserve LEED required criteria.
- Coordinate revised LEED site boundary with design team and modify LEED documentation related to the revised design.
- Review and respond to additional comments from DBI review and OSHPD review.

Proposed additional design fee for this work:

\$12,000

Items specifically not included in any of the above:

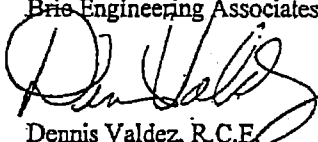
The following items of work are not included in our basic scope of services.

- ☐ Field survey of surface features (to be provided by the City)
- ☐ Pot holing of utilities (to be done by contractor)
- ☐ Retaining Wall design modification

Since we, are currently beyond the SD and DD phases of the project, we assume this additional fee will be added to the 25% portion of our overall fee currently allocated for the CD phase.

Please feel free to call if there are items of work you are aware of that are not included, or we have included scope items that you are not in need of. Thank you again for your consideration. Please let us know if you require any further information.

Very Truly Yours,
Brio Engineering Associates, Inc.


Dennis Valdez, R.C.E.
Principal (RCE 043098)

Acknowledgement and Authorization:

Name: _____

Title: _____ Date: _____

EXHIBIT 1

San Francisco General Hospital Rebuild Program
 Fee Schedule - Brio Engineering
 South Turnaround and Parking
 December 20, 2009

	Principal Engineer		Engineer I		Engineering Technician		Computer Designer		Total
	Hours	Rate \$135	Hours	Rate \$115	Hours	Rate \$95	Hours	Rate \$95	
South Turnaround Change Order	25	\$3,375	25	\$2,875	30	\$2,850	30	\$2,850	
Construction Documents									
Total	25	\$3,375	25	\$2,875	30	\$2,850	30	\$2,850	\$11,950

	Chiu Lin / David		Paolo / Nuno		LEED		Staff		Total
	Hours	Rate \$300	Hours	Rate \$225	Hours	Rate \$125	Hours	Rate \$95	
South Turnaround Change Order	2	\$600	5	\$1,125	5	\$625	20	\$1,900	
Construction Documents									
LEED			5	\$1,125	10	\$1,250	5	\$475	
Coordination	2	\$600	5	\$1,125	10	\$1,250	5	\$475	
Permitting / Administration			5	\$1,125	5	\$625	10	\$950	
Review	2	\$600	5	\$1,125					
Total	6	\$1,800	25	\$5,625	30	\$3,760	40	\$3,800	\$14,975

City and County of San Francisco



Gavin Newsom, Mayor
Edward D. Reiskin, Director



(415) 554-6229
FAX (415) 554-6232
<http://www.sfdpw.com>

Department of Public Works
Contract Administration Division
Financial Management and Administration
875 Stevenson Street, Room 420
San Francisco, CA 94103-0903
Gordon Choy, Division Manager

TRANSMITTAL LETTER
PROFESSIONAL SERVICE AGREEMENT MODIFICATIONS

December 23, 2010

Contractor: Fong & Chan Architects, Inc.
1361 Bush Street
San Francisco, CA 94109

Project: Architectural and Engineering Design Services for the San Francisco
General Hospital Rebuild Program through 1/01/2015 - Modification #5
and 6

Modification Amount: Mod #5 adds \$8,000 and 0 days to the Agreement
Mod #6 adds \$18,700 and 0 days to the Agreement

Job No.: 6694A

DPW Order No.: 177,975

Controller's Certification: Reference this # on your invoices: DPAT09000093

Date Posted: 12/23/10

This Transmittal Letter forwards a copy of the Modifications of Agreement #5 and 6 and Contract Purchase Order No. DPAT09000093 in the total as-modified to date, \$51,507,500.00, for the subject project. Contract expiration date is 1/01/2015.

Yours truly,

by:

for Gordon Choy
Division Manager, Contract Administration
December 23, 2010

cc: Michelle Dea, DPW-Project Management, BOA

Attachments: Modification of Agreement #5 and 6
Contract Purchase Order DPAT09000093

GEC:cc

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Customer Service

Teamwork

Continuous Improvement

Modification of Agreement - #5

Consultant Contracts

This Agreement is made this 19th day of October, 2010, in the City and County of San Francisco.

Whereas, the City & County of San Francisco and Fong & Chan Architects, have entered into a Final Agreement for Architectural and Engineering Design Services for the San Francisco General Hospital Rebuild Program 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:

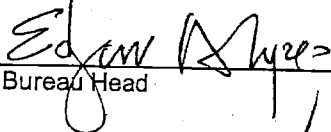
☒ Add ☐ Deduct the sum of \$ 8,000 for changes described in the referenced attachment.

☒ Add ☐ Subtract 0 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 RA. 11.4.10

Edgar Lopez, Bureau Head

Fong and Chan Architects
Name of Consultant Firm

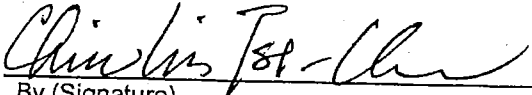
Approved

Edward D. Reiskin
Director of Public Works

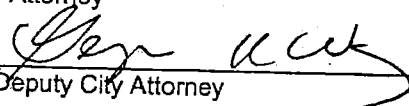
1361 Bush Street
Address

Approved
N/A
Naomi Kelly
Director of Office of Contract
Administration/Purchasing

San Francisco, CA 94109
City, State, Zip

Approved
N/A
Edwin M. Lee, City Administrator


By (Signature)

Approved as to Form:
Dennis J. Herrera
City Attorney

By Deputy City Attorney

Chiu Lin Tse-Chan, FAIA, CSI, LEED AP, Principal
Type Name & Title

**ATTACHMENT A
CONTRACT MODIFICATION 5**

Pursuant to Article 1 (*Schedule of Values*), Article 8 (*Compensation*), Article 7 (*Additional Services*) and Article 14 (*Modifications*) of the Final Agreement (DPW Order No. 177,975) between the City and County of San Francisco and Fong and Chan Architects ("Architect"), the amount of the Agreement shall be increased by \$8,000 (Eight Thousand Dollars) to provide additional Architectural and Engineering Services for the San Francisco General Hospital Rebuild Program.

SCOPE OF WORK: Per the Base Contract, Fong and Chan Architects will provide all necessary architectural and engineering services for the San Francisco General Hospital Rebuild Program.

Added scope of work in this Modification includes addition of a design study for providing Hybrid Operating Rooms.
Appendix A – Scope of Work.

COMPENSATION:

FEE: Professional service fees for this final contract shall be increased by Eight Thousand Dollars (\$8,000), resulting in a total lump sum fee of Fifty Million, Seven Hundred Thirty-Eight Thousand, Eight Hundred Dollars (\$50,738,800).
Appendix B – Calculation of Charges.

REIMBURSABLES: Reimbursable expenses shall remain in a total not-to-exceed amount of \$750,000 and include expenses per Article 8 of the Final Contract.

TOTAL COMPENSATION (Fee + Reimbursables):
Fifty-One Million, Four Hundred Eighty-Eight Thousand, Eight Hundred Dollars (\$51,488,800).

CONTRACT DURATION: The contract duration for services under the final contract shall remain unchanged.

BILLING PROCEDURES: Billing Procedures are per Article 8 of the Agreement between Fong and Chan Architects and the City and County of San Francisco dated June 19, 2008.

APPENDIX A

SCOPE OF WORK

Expanded scope of work includes performing a study to determine the feasibility of providing Hybrid Operating Rooms for the Project. Additional services for the Hybrid Operating Room Study include architectural studies, attending meetings with the City and development of up to three (3) plan options through Concept Development for final review and approval by the City. Reference attached Fong and Chan Architects' Proposal, entitled "Additional A/E Professional Services Fee Proposal – Hybrid O.R. Option Study," dated August 25, 2010 Revised October 10, 2010 (EXHIBIT 1).

APPENDIX B
CALCULATION OF CHARGES

Additional A/E Services – Hybrid Operating Room Study

DESCRIPTION

FEE

Architectural Studies/Meetings/Development of Plan
Options

\$8,000

Total Lump Sum Fee

\$8,000

October 19, 2010

Contract Modification 5 - Contract Cost Information
Fong and Chan Architects

Item No.	Description			Total Fee
1	Hybrid O.R. Study			\$8,000
Total of Modification 5:				\$8,000

Original Contract Amount (Basic Fees):	\$50,400,000	
Original Contract Amount (Reimbursables):	\$750,000	
Total of Original Contract		<u>\$51,150,000</u>
Previous Modifications:	\$330,800	
Contract Amount prior to this Modification:		<u>\$51,480,800</u>
Amount of this Modification:	\$8,000	
New Contract Amount (including this Modification):		<u>\$51,488,800</u>

EXHIBIT 1



August 25, 2010
(Revised October 10, 2010)

Mr. Ron Alameida
Project Manager
Department of Public Works
City and County of San Francisco
30 Van Ness Avenue
San Francisco, CA 94102

Re: *Additional A/E Professional Services Fee Proposal – Hybrid OR Option Study*
San Francisco General Hospital Rebuild Program
San Francisco General Hospital and Trauma Center
San Francisco, California
FCA Project No. 345

Dear Ron:

We are respectfully requesting your review and approval of the additional A/E professional services fees for additional scope of work for a design study for providing Hybrid Operating Rooms to the Project. The proposed A/E services fee shall be a lump sum fixed fee of **Eight Thousand Dollars (\$8,000)**.

This scope of work only includes architectural studies and meetings with the Owner to determine the operational requirements and feasibility of modifying the current floor plan to provide for Hybrid Operating Room(s) for the Project. This fee proposal does not include any engineering work or any revisions to the Construction Documents. A subsequent fee proposal will be developed and submitted once the required scope of work has been determined.

This fee proposal includes development of up to three plan options through Concept Development for final review and approval. It is anticipated that up to three meetings with SFGH user group be held. The anticipated staff workload for this study is as follows:

FCA Principal – 12 hours
FCA Senior Architect – 16 hours
FCA Architect Level II – 18 hours

Your prompt approval of this services fee proposal would be greatly appreciated. If you have any questions or require any additional information, please do not hesitate to call.

Sincerely,
FONG & CHAN ARCHITECTS

Paolo Diaz
Principal

Cc: Terry Saltz SFGH

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FCA

FONG & CHAN ARCHITECTS
ARCHITECTURE – PLANNING – INTERIOR DESIGN

1361 BUSH STREET, SAN FRANCISCO, CALIFORNIA 94109 TEL: (415) 931-8600 FAX: (415) 931-4601 E-MAIL: fca@fca-arch.com

Modification of Agreement - #6

Consultant Contracts

This Agreement is made this 21st day of October, 2010, in the City and County of San Francisco.

Whereas, the City & County of San Francisco and Fong & Chan Architects, have entered into a Final Agreement for Architectural and Engineering Design Services for the San Francisco General Hospital Rebuild Program 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 \$ 18,700 for changes described in the referenced attachment.

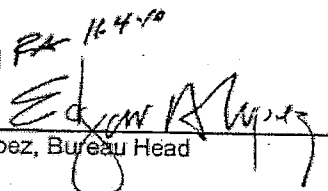
☒ Add ☐ Subtract 0 calendar days To ☒ From ☐ the original Agreement or the latest modification as described in the referenced attachment.

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


Edgar Lopez, Bureau Head

Approved


Edward D. Reiskin
Director of Public Works

Approved

N/A
Naomi Kelly
Director of Office of Contract
Administration/Purchasing

Approved

N/A
Edwin M. Lee, City Administrator

Approved as to Form:
Dennis J. Herrera
City Attorney


By Deputy City Attorney

Fong and Chan Architects
Name of Consultant Firm

1361 Bush Street
Address

San Francisco, CA 94109
City, State, Zip


By (Signature)

Chiu Lin Tse-Chan, FAIA, CSI, LEED AP, Principal
Type Name & Title

**ATTACHMENT A
CONTRACT MODIFICATION 6**

Pursuant to Article 1.3 (*Schedule of Services*), Article 8 (*Compensation*), Article 7 (*Additional Services*) and Article 14 (*Modifications*) of the Final Agreement (DPW Order No. 177,975) between the City and County of San Francisco and Fong and Chan Architects ("Architect"), the amount of the Agreement shall be increased by \$18,700 (Eighteen Thousand Seven Hundred Dollars) to provide additional Architectural and Engineering Services for the San Francisco General Hospital Rebuild Program.

SCOPE OF WORK: Per the Base Contract, Fong and Chan Architects will provide all necessary architectural and engineering services for the San Francisco General Hospital Rebuild Program.

Added scope of work in this Modification includes revisions to drawings and specifications for art selected by the Arts Commission.
Appendix A – Scope of Work.

COMPENSATION:

FEE: Professional service fees for this final contract shall be increased by Eighteen Thousand Seven Hundred Dollars (\$18,700), resulting in a total lump sum fee of Fifty Million, Seven Hundred Fifty-Seven Thousand, Five Hundred Dollars (\$50,757,500).
Appendix B – Calculation of Charges.

REIMBURSABLES: Reimbursable expenses shall remain in a total not-to-exceed amount of \$750,000 and include expenses per Article 8 of the Final Contract.

TOTAL COMPENSATION (Fee + Reimbursables):
Fifty-One Million, Five Hundred Seven Thousand, Five Hundred Dollars (\$51,507,500).

CONTRACT DURATION: The contract duration for services under the final contract shall remain unchanged.

BILLING PROCEDURES: Billing Procedures are per Article 8 of the Agreement between Fong and Chan Architects and the City and County of San Francisco dated June 19, 2008.

APPENDIX A

SCOPE OF WORK

Expanded scope of work includes revisions to Landscape Drawings and Specifications, to incorporate art work for the Project (Front Plaza and San Francisco General Hospital Entrance). Coordination with Artist Anna Murch, is included in the additional scope of services. Reference attached Fong and Chan Architects' Proposal, entitled "Additional A/E Services Fee Proposal – Request for Landscape Revisions for Art," dated October 12, 2010 (EXHIBIT 1) for list of Contract Documents that require revisions and final deliverables.

APPENDIX B
CALCULATION OF CHARGES

Additional A/E Services – Landscape Revisions for Art

<u>DISCIPLINE</u>	<u>FEE</u>
Landscape Architect - Robert LaRocca & Associates	\$17,000
Architectural - FCA	\$1,700
Total Lump Sum Fee	<u>\$18,700</u>

October 21, 2010

Contract Modification 6 - Contract Cost Information
Fong and Chan Architects

Item No.	Description	Total Fee
1	Landscape Revisions for Art (Robert LaRocca & Associates)	\$17,000
2	10% Mark-Up (FCA)	\$1,700
Total of Modification 6:		\$18,700

Original Contract Amount (Basic Fees):	\$50,400,000	
Original Contract Amount (Reimbursables):	\$750,000	
Total of Original Contract		\$51,150,000
Previous Modifications:	\$338,800	
Contract Amount prior to this Modification:		\$51,488,800
Amount of this Modification:	\$18,700	
New Contract Amount (including this Modification):		\$51,507,500

EXHIBIT 1



October 12, 2010

Mr. Ron Alameda
Project Manager
Department of Public Works
City and County of San Francisco
30 Van Ness Avenue
San Francisco, CA 94102

Re: *Additional A/E Services Fee Proposal – Request for Landscape Revisions for Art*
San Francisco General Hospital Rebuild Program
San Francisco General Hospital and Trauma Center
San Francisco, California
FCA Project No. 345

Dear Ron,

We are respectively requesting your review and approval of the proposal for additional A/E professional services fees related to document revisions required by the incorporated art for the landscape as provided for in Section 7.7 of the Agreement.

The proposed A/E services fee shall be a lump sum fixed fee of **Eighteen Thousand and Seven Hundred Dollars (\$18,700)**. The work includes the following design disciplines with their respective services fees:

DISCIPLINE	FEE
Landscape Architect– La Rocca Design	\$17,000.00
+ 10% FCA – Handling Fee	\$1,700.00
TOTAL REQUIRED FEE	\$18,700.00

Per the Landscape Architect, the required scope of work for the revisions is as follows:

SCHEDULE OF DRAWINGS THAT NEED REVISIONS:

1. SHEET L1.1C FIRST FLOOR OF LAYOUT PLAN
2. SHEET L1.1D FIRST FLOOR OF LAYOUT PLAN
3. SHEET L2.1C FIRST FLOOR OF PLANTING PLAN
4. SHEET L2.1D FIRST FLOOR OF PLANTING PLAN

FCA

FONG & CHAN ARCHITECTS
ARCHITECTURE – PLANNING – INTERIOR DESIGN

1361 BUSH STREET, SAN FRANCISCO, CALIFORNIA 94109 TEL: (415) 931-8500 FAX: (415) 931-4801 E-MAIL: fca@fca-arch.com

EXHIBIT 1

October 12, 2010

Mr. Ron Alameida

Additional A/E Professional Services Fee Proposal – Request for Landscape Revisions for Art

Page 2 of 2

5. SHEET L3.1C FIRST FLOOR OF GRADING PLAN
 6. SHEET L3.1D FIRST FLOOR OF GRADING PLAN
 7. SHEET L4.1C FIRST FLOOR OF IRRIGATION PLAN
 8. SHEET L4. 1D FIRST FLOOR OF IRRIGATION PLAN
 9. SHEET L5.1 GFRC PLANTER DETAILS
 10. SHEET L5.2 GRANITE BENCH DETAILS
- 10 SHEETS TO BE REVISED AT \$1,500.00/SHEET = \$15,000.00

SCHEDULE OF SPECIFICATIONS TO BE REVISED:

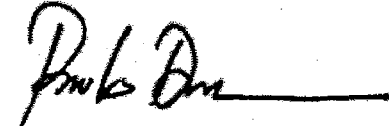
1. REVISE GFRC PLANTER WITH ADDED LIGHTS \$ 500.00
2. REVISED GRANITE BENCH WITH COLOR FINISH \$ 500.00
3. COORDINATION WITH THE ARTIST \$ 1,000.00

The scope of this proposal is limited to the consultants and scope description as noted above. If the reality of the final design requires changes that are significantly different than what has been outlined in this fee proposal or additional consultants are required, we reserve the right to request additional services to address any additional scope of work.

Your prompt approval of this services fee proposal would be greatly appreciated. If you have any questions or require any additional information, please do not hesitate to call.

Sincerely,

FONG & CHAN ARCHITECTS



Paolo Diaz
Principal

cc: Terry Saltz SFGH

F:\Proj345\DOC\FEE\fc345.24.doc

City and County of San Francisco



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
PROFESSIONAL SERVICE AGREEMENT MODIFICATIONS

October 19, 2011

Contractor: Fong & Chan Architects, Inc.
1361 Bush Street
San Francisco, CA 94109

Project: Architectural and Engineering Design Services for the San Francisco
General Hospital Rebuild Program through 1/01/2015 - Modification #8

Modification Amount: Add \$156,860 and 0 days to the Agreement

Job No.: 6694A

DPW Order No.: 177,975

Controller's Certification: Reference this # on your invoices: DPAT09000093

Date Posted: 10/19/2011

This Transmittal Letter forwards a copy of the Modifications of Agreement #8 and Contract Purchase Order No. DPAT09000093 in the total as-modified to date, \$52,677,860, for the subject project. Contract expiration date is 1/01/2015.

Yours truly,

by:

Gordon Choy
Division Manager, Contract Administration
October 19, 2011

cc: Michelle Dea, Building Design and Construction

Attachments: Modification of Agreement #8
Contract Purchase Order DPAT09000093

GEC:cc



San Francisco Department of Public Works
Making San Francisco a beautiful, livable, vibrant, and sustainable city.

Modification of Agreement - #8

Consultant Contracts

This Agreement is made this 19th day of May, 2011, in the City and County of San Francisco.

Whereas, the City & County of San Francisco and Fong & Chan Architects, have entered into a Final Agreement for Architectural and Engineering Design Services for the San Francisco General Hospital Rebuild Program 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 \$ 156,860 for changes described in the referenced attachment.

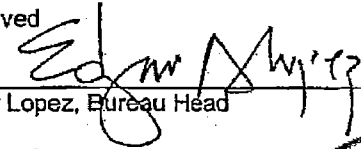
☒ Add ☐ Subtract 0 calendar days To ☒ From ☐ the original Agreement or the latest modification as described in the referenced attachment.

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

CITY & COUNTY OF SAN FRANCISCO

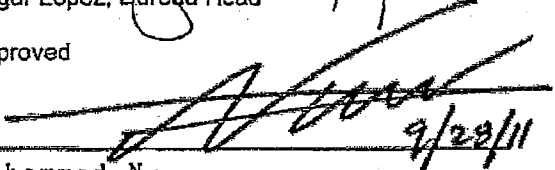
CONSULTANT

Approved


Edgar Lopez, Bureau Head

Fong and Chan Architects
Name of Consultant Firm

Approved


Mohammed Nuru
Interim Director of Public Works

1361 Bush Street
Address

Approved as to Form:


Dennis J. Herrera

City Attorney

San Francisco, CA 94109


By Deputy City Attorney

City, State, Zip


By (Signature)

CHIU LIN TSE-CHAN, FAIA, CSI, LEED AP
Type Name & Title PRINCIPAL

**ATTACHMENT A
CONTRACT MODIFICATION 8**

Pursuant to Article 1.3 (*Schedule of Services*), Article 8 (*Compensation*), Article 7 (*Additional Services*) and Article 14 (*Modifications*) of the Final Agreement (DPW Order No. 177,975) between the City and County of San Francisco and Fong and Chan Architects ("Architect"), the amount of the Agreement shall be increased by \$156,860 (One Hundred Fifty-Six Thousand Eight Hundred Sixty Dollars) to provide additional Architectural and Engineering Services for the San Francisco General Hospital Rebuild Program.

SCOPE OF WORK: Per the Base Contract, Fong and Chan Architects will provide all necessary architectural and engineering services for the San Francisco General Hospital Rebuild Program.

Added scope of work in this Modification includes additional revisions to the Construction Documents per SFGH approved RLS set of telecommunications drawings dated 3/2/11. The added scope of work shall be performed on a lump sum basis.

This modification also memorializes adjustments to the Schedule of Values.
Appendix A – Scope of Work.

COMPENSATION:

FEE: Professional service fees for this final contract shall be increased by One Hundred Fifty-Six Thousand Eight Hundred Sixty Dollars (\$156,860), resulting in a total lump sum fee of Fifty-One Million, One Hundred Twenty-Seven Thousand Eight Hundred Sixty Dollars (\$51,127,860).

Appendix B – Calculation of Charges.

REIMBURSABLES: The reimbursable expense allowance shall remain unchanged. The reimbursable expense allowance is currently at a total not-to-exceed amount of One Million Five Hundred Fifty Thousand Dollars (\$1,550,000) and include expenses per Article 8 of the Final Contract.

TOTAL COMPENSATION (Fee + Reimbursables):

Fifty-Two Million, Six Hundred Seventy-Seven Thousand Eight Hundred Sixty Dollars (\$52,677,860).

CONTRACT DURATION: The contract duration for services under the final contract shall remain unchanged.

BILLING PROCEDURES: Billing Procedures are per Article 8 of the Agreement between Fong and Chan Architects and the City and County of San Francisco dated June 19, 2008.

APPENDIX A

SCOPE OF WORK

The added scope of work includes making all necessary revisions to incorporate the information contained within the SFGH approved RLS shop drawings ("Final Preliminary Shop Drawings") dated 3/2/11 into the Construction Documents. Previous telecommunication revisions to IDF and MDF rooms were included in Fong and Chan Architects' Contract Modification No. 7. For further details on the scope of work and fees, reference attached Fong and Chan Architects' Proposal, entitled "Additional A/E Professional Services Fee Proposal – Telecommunication Revisions for Bid Set," April 6, 2011 (EXHIBIT 1) and Teecom Proposal dated 5/19/11 (EXHIBIT 2).

In addition, this modification also memorializes adjustments to the original Schedule of Values for the base contract amount of \$50,400,000. The revised Schedule of Values below hereby replaces the Schedule of Values in Article 8.5.2 of the Agreement (also see EXHIBIT 3):

<u>PHASE</u>	<u>PERCENTAGE OF FEE</u>	<u>AMOUNT OF FEE</u>
Schematic Design Phase	10.23%	5,155,920
Design Development Phase	16.18%	8,152,523
Construction Document Phase	25.09%	12,647,558
Construction Bid Phase/OSHPD Approval Phase	11.00%	5,544,000
Construction Administration Phase	35.00%	17,640,000
Warranty Phase	2.50%	1,260,000
TOTAL	100%	50,400,000

APPENDIX B
CALCULATION OF CHARGES

<u>DISCIPLINE</u>	<u>FEE</u>
Telecommunications - Teecom	\$142,600
Architectural – FCA Administration Fee	<u>\$14,260</u>
TOTAL LUMP SUM FEE:	<u>\$156,860</u>

May 19, 2011

**Contract Modification 8 - Contract Cost Information
Fong and Chan Architects**

Item No.	Description	Total Fee
1	Telecommunication Revisions for Bid Set (Teecom)	\$142,600
2	Architectural (FCA fee)	\$14,260
Total of Modification 8:		\$156,860

Original Contract Amount (Basic Fees):	\$50,400,000	
Original Contract Amount (Reimbursables):	\$750,000	
Total of Original Contract		<u>\$51,150,000</u>
Previous Modifications (Services):	\$571,000	
Previous Modifications (Reimbursables):	\$800,000	
Contract Amount prior to this Modification:		<u>\$52,521,000</u>
Amount of this Modification:	\$156,860	
New Contract Amount (including this Modification):		<u>\$52,677,860</u>



April 6, 2011

Mr. Ron Alameida
Project Manager
Department of Public Works
City and County of San Francisco
30 Van Ness Avenue
San Francisco, CA 94102

Re: *Additional A/E Professional Services Fee Proposal – Telecommunication Revisions for Bid Set*
San Francisco General Hospital Rebuild Program
San Francisco General Hospital and Trauma Center
San Francisco, California
FCA Project No. 345

Dear Ron:

A set of telecommunications drawings was provided by RLS, the technology consultant of the Telecommunications Contractor, in conjunction with the Department of Public Health (both SFGH and DTIS (Department of Telephone and Information Systems) that was approved on March 1, 2011 by SFGH and DPW. This set of documents represents the telecommunications scope of work requested by SFGH for implementation and included numerous items beyond the original scope of work defined in the original telecommunication drawings provided by the Design Team.

As was discussed in our March 22, 2011 Executive Meeting, although it is possible to separate the documentation and have both the OSHPD Permit Set work and the RLS set of drawings define the required scope of work for bidding. It was considered necessary to have one set of documents define the entire Contract basis of the Telecommunications work.

We are respectfully requesting your review and approval of the additional A/E professional services fees for the additional scope of work required for the documentation of telecommunications work as required for a complete Bid Set for bidding and documentation purposes.

The scope of work for this proposal will include inclusion of all the information contained within the SFGH approved RLS set of telecommunications drawings within the Construction Documents as necessary for a complete description of the systems for bidding. A list of the additional scope of work items and the associated fees used as a basis for the additional fee request is attached.

The work will NOT include the following items:

1. **Revision of the overhead paging system to an IP based system.** This is currently documented in the RLS drawings but was determined by Terry Saltz of SFGH to be not sufficiently fail safe since the paging system would not be operational if the network was down.

FCA

FONG & CHAN ARCHITECTS
ARCHITECTURE - PLANNING - INTERIOR DESIGN

1381 BUSH STREET, SAN FRANCISCO, CALIFORNIA 94109 TEL: (415) 931-8500 FAX: (415) 931-4501 E-MAIL: fca@fca-arch.com

March 30, 2011

Mr. Ron Alameida

Additional A/E Professional Services Fee Proposal – Telecommunications Revisions for Bid Set

Page 2 of 2

2. **Revision of the intercom system to an IP video based system.** This is currently documented in the RLS drawings but was determined by Terry Saltz of SFGH to be not required since the original system specified has network functionality.
3. **Infant Tagging System.** This system is currently documented in the RLS drawings but the functionality would be provided by the Aeroscout RFID system as an Owner Furnished Item. Coordination with the vendor and providing junction boxes as required for the system would be included in the project.
4. **Telecom revisions to all the IDF and MDF rooms throughout the building.** These revisions are included in a previously submitted services fee proposal.
5. **Integrated OR Telecommunications Systems by Stryker Corp..** This work is not currently documented in the RLS drawings and needs to be further developed with Stryker to determine scope of work and responsibility.
6. **Network Hardware in Server Rooms, MDF, IDF and SDF rooms.** This equipment shall be incorporated as an owner provided system that requires further development.

The proposed A/E services fee shall be a lump sum fixed fee of **One Hundred and Fifty-Six Thousand and Eight Hundred Sixty Dollars (\$156,860.00)**. The work includes the following design disciplines with their respective services fees:

DISCIPLINE	FEE
Telecommunications -- <i>Teecom</i>	\$142,600.00
+ 10% FCA Administrative Fee	\$ 14,260.00
TOTAL REQUIRED FEE	\$156,860.00

Your prompt approval of this services fee proposal would be greatly appreciated. If you have any questions or require any additional information, please do not hesitate to call.

Sincerely,

FONG & CHAN ARCHITECTS



Paolo Diaz
Principal

cc: Terry Saltz SFGH

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Additional Telecommunications items identified in the RLS Shop Drawings reviewed and accepted by SFGH on 3/1/2011 and provided to the Design Team. Decision on each item is included below.

No.	Item	Teecom Fee	Action
1	<p>Addition of SDF/JDF rooms and associated design requirements -</p> <p><i>Agreed that this needed to be included in the drawings – Ron A. and Terry S. have a question whether or not these panels would have been required because of distance requirements. This was clarified by Paolo Diaz of FCA that the distance requirement only became an issue when the dual homed redundancy for the system was implemented by the Owner.</i></p>	\$ 12,000	To be included
2	<p>Addition of 2nd IDF rooms on Floors 3-6 (and associated infrastructure changes)</p> <p><i>Already addressed in Contract Modification</i></p>	\$ 30,000	Previously Approved
3	<p>Revisions to design and layout of Primary and Secondary MDF Rooms</p> <p><i>Already addressed in Contract Modification</i></p>	\$ 5,000	Previously Approved
4	<p>Revision to outlet configuration requirements (includes security revisions)</p> <p><i>Agreed that this needed to be included in the drawings – Ron A. and Terry S. wanted to review to make sure that added outlets are Owner driven and not required by OSHPD or coordination. Paolo Diaz of FCA clarified that the scope of the work was reviewed not to include items that should have been included as base scope of work.</i></p>	\$ 29,000	To be included
5	Added requirement of IPatch system	\$ 6,000	To be included
6	Added requirement of Data Resource Panels	\$ 6,000	To be included
7	<p>Incorporation of RFID cabling requirements</p> <p><i>Agreed that this needed to be included in the drawings</i></p>	\$ 7,000	To be included
8	<p>IDF design changes (floor HVAC, power and other impacts to design changes)</p> <p><i>Already addressed in Contract Modification</i></p>	\$ 20,000	Previously Approved
9	Develop Wireless Heat Map	\$ 22,400	To be included
10	<p>Develop Wireless Specifications</p> <p><i>Needs further definition of scope of work – What was revised</i></p>	\$ 8,000	To be included

	<i>from original Wireless specifications and was this part of original scope of work. Paolo Diaz of FCA clarified that the scope of the wireless system was expanded and further defined in the telecommunication drawings provided to the design team and that the fee reflected the work required to include this into the documents.</i>		
11	Change the intercom system design to IP Video Intercom system <i>Is the original video system specified acceptable to SFGH?– Terry Saltz of SFGH to review. Paolo Diaz of FCA clarified that the intercom system had network capability but was not IP based. Terry Saltz of SFGH accepted the original system specified by Teecom.</i>	\$ 8,000	Deleted from Scope
12	Provide for additional digital signage locations <i>Need to define and add digital signage locations.</i>	\$ 7,400	To be included
13	Centralized AV control systems for conference rooms <i>Agreed that this needed to be included in the drawings.</i>	\$ 2,500	To be included
14	Design of an IPTV system (invideon)	\$16,500	To be included
15	Provide OR AV systems (specifically excludes the Integrated OR by Stryker)	\$ 5,500	To be included
16	Change the overhead paging system to a IP speaker system (each speaker is IP) Integrate with VoIP phone system <i>Terry Saltz of SFGH would like to know what happens to the intercom system if the network fails? Would prefer a standalone failsafe system. Paolo Diaz of FCA clarified that the intercom system had network capability but was not IP based. Terry Saltz of SFGH accepted the original system specified by Teecom.</i>	\$ 6,600	Deleted from Scope
17	Infant Tagging System <i>Ron A. and Terry S. agreed that this scope would be provided as an Owner Furnished Item by Aeroscout. Coordination with the vendor is included as part of the base scope of work.</i>	\$14,500	Deleted from Scope
18	Resuscitation / ICU monitoring video system / Telemedicine and VMI system. <i>Ron and Terry agreed that this scope would be provided as an Owner Furnished Item with the Telemedicine and VMI system.</i>	\$20,300	To be included
	Total Amount	\$226,700	

Previously Approved \$ 55,000
Pending Approval - \$142,600
Deleted Scope - \$ 29,100

May 19, 2011



Paolo Diaz
Fong & Chan Architects
1391 Bush Street
San Francisco, Ca. 94109

Engineering Communications
and Security Solutions
for Buildings

Subject: Additional Services Agreement
San Francisco General Hospital
Project #09220-002 - Telecom/Security/AV

1333 Broadway
Suite 601
Oakland CA. 94612-1906
510-337-2800 Tel
510-337-2804 Fax

Dear Paolo,

This document outlines the additional fee proposed for the additional telecom/security and AV system design services:

www.teecom.com

Please review it for your acceptance. All terms and conditions of the Professional Services Agreement, dated 03/26/08 apply to this Additional Services Agreement. Fees quoted are on a lump sum basis.

❖ **Summary of Additional Services**

1. Addition of SDF/IDF rooms and associated design requirements
2. Addition of 2nd IDF rooms on Floors 3-6 (and associated infrastructure changes)
3. Revisions to design and layout of Primary and Secondary MDF Rooms
4. Revision to outlet configuration requirements (includes security revisions)
5. Added requirement of iPatch system
6. Added requirement of Data Resource Panels
7. Incorporation of RFID cabling requirements
8. IDF design changes (floor HVAC, power and other impacts to design changes)
9. Develop Wireless Heat Map
10. Develop Wireless Specifications
11. Provide for additional digital signage locations
12. Centralized AV control systems for conference rooms
13. Design of an IPTV system (invidoon)
14. Provide OR AV systems (specifically excludes the integrated OR by Stryker)
15. Resuscitation / ICU monitoring video system

❖ Compensation

TEECOM Design Group will perform the Additional Services on a lump sum basis for the amounts indicated below:

Description	Compensation
Addition of SDF/JDF rooms and associated design requirements	\$ 12,000
Addition of 2nd IDF rooms on Floors 3-6 (and associated infrastructure changes)	\$ 30,000
Revisions to design and layout of Primary and Secondary MDF Rooms	\$ 5,000
Revision to outlet configuration requirements (includes security revisions)	\$ 29,000
Added requirement of iPatch system	\$ 6,000
Added requirement of Data Resource Panels	\$ 6,000
Incorporation of RFID cabling requirements	\$ 7,000
IDF design changes (floor HVAC, power and other impacts to design changes)	\$ 20,000
Develop Wireless Heat Map	\$ 22,400
Develop Wireless Specifications	\$ 8,000
Provide for additional digital signage locations	\$ 7,400
Centralized AV control systems for conference rooms	\$ 2,500
Design of an IPTV system (in videon)	\$ 16,500
Provide OR AV systems (specifically excludes the integrated OR by Stryker)	\$ 5,500
Resuscitation / ICU monitoring video system	\$ 20,300
Total	\$ 197,600

Previously covered in FCA Mod 7

Previously covered in FCA Mod 7

Previously covered in FCA Mod 7

CCSF Note: \$197,600 less
\$55,000 previously included in
FCA Mod 7 = \$142,600 for
Teecom Scope in FCA Mod 8.
MD
5/19/11

\$142,600

❖ **Authorization**

Please acknowledge your concurrence with the foregoing by signing and returning one copy of the Agreement for our records. Thank you.

for FONG & CHAN ARCHITECTS

Date

We appreciate the opportunity and look forward to hearing from you.

Regards,

Matt Flanders.
Associate

cc: Randa Habib, TEECOM

8.5.2 The Architect will submit invoices for work in progress no more than once each month for Basic Services, including Construction Phase Services. All fees, including those of the Architect's subconsultants, are to be charged on a lump sum percent complete basis within the course of each phase and each Increment. Lump sum fees will be invoiced based on the Architect's calculation of the percentage of design services that have been satisfactorily completed and approved by the CITY, relative to the percentage of the total lump sum fee approved for completion of the design documents during the design phases and of construction administration services during the construction administration and warranty phases, all as set forth in the table below.

With respect to each completed phase, the City will pay no more than the total amount budgeted for that phase. The Architect is responsible for any fees in excess of the amount budgeted for that phase.

All invoices that the Architect submits for payment for services performed under this Agreement must conform to the CITY's Form of Invoice as it may be modified during the course of the Project. The invoices must identify each phase for which payment is being sought, the percentage of completion of each phase so identified, and the total amount being requested for each phase so identified.

Phase	Percentage of Fee	
Schematic Design Phase	10.23%	
Design Development Phase	15.70%	16.18%
Construction Document Phase	25%	25.09%
Construction Bid Phase/OSHPD Approval Phase	10.63%	11%
Construction Administration Phase	34.94%	35%
Warranty Phase	2.5%	

City and County of San Francisco



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 420
San Francisco, CA 94103
(415) 554-6230 ■ www.sfdpw.org



Gordon Choy, Division Manager

TRANSMITTAL LETTER
PROFESSIONAL SERVICE AGREEMENT MODIFICATIONS

April 5, 2012

Contractor: Fong & Chan Architects, Inc.
1361 Bush Street
San Francisco, CA 94109

Project: Architectural and Engineering Design Services for the San Francisco
General Hospital Rebuild Program through 1/01/2015 - Modification #9

Modification Amount: Add \$33,000, 0 days and RCL Structural Engineers to the Agreement

Job No.: 6694A

DPW Order No.: 177,975


Controller's Certification: Reference this # on your invoices: DPAT09000093

Date Posted: 4/05/2012

This Transmittal Letter forwards a copy of the Modifications of Agreement #9 and Contract Purchase Order No. DPAT09000093 in the total as-modified to date, \$52,710,860, for the subject project. Contract expiration date is 1/01/2015.

Yours truly,

by: 

 Gordon Choy
Division Manager, Contract Administration
April 5, 2012

cc: Michelle Dea, Building Design and Construction

Attachments: Modification of Agreement #9
Contract Purchase Order DPAT09000093

GEC:cc



San Francisco Department of Public Works
Making San Francisco a beautiful, livable, vibrant, and sustainable city.

Modification of Agreement - #9

Consultant Contracts

This Agreement is made this 9th day of March, 2012, in the City and County of San Francisco.

Whereas, the City & County of San Francisco and Fong & Chan Architects, have entered into a Final Agreement for Architectural and Engineering Design Services for the San Francisco General Hospital Rebuild Program 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 \$ 33,000 for changes described in the referenced attachment.

☒ Add ☐ Subtract 0 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

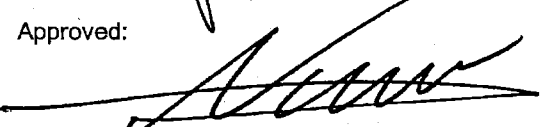
Recommended:


Ronald Alameida, Program Manager



Edgar Lopez, Manager, Major Projects


Fuad Sweiss, Deputy Director & City Engineer
Department of Public Works

Approved:


Mohammed Nuru, Director
Department of Public Works

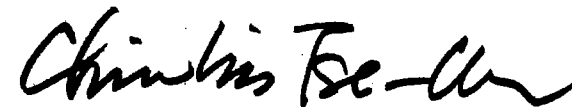
Approved as to Form:
Dennis J. Herrera
City Attorney


By Deputy City Attorney

Fong and Chan Architects
Name of Consultant Firm

1361 Bush Street
Address

San Francisco, CA 94109
City, State, Zip


By (Signature)

CHIU LIN TSE-CHAN, FAIA, CSI, LEED AP
Type Name & Title
PRINCIPAL

**ATTACHMENT A
CONTRACT MODIFICATION 9**

Pursuant to Article 1.3 (*Schedule of Services*), Article 8 (*Compensation*), Article 7 (*Additional Services*) and Article 14 (*Modifications*) of the Final Agreement (DPW Order No. 177,975) between the City and County of San Francisco and Fong and Chan Architects ("Architect"), the amount of the Agreement shall be increased by \$33,000 (Thirty-Three Thousand Dollars) to provide additional Architectural and Engineering Services for the San Francisco General Hospital Rebuild Program.

SCOPE OF WORK: Per the Base Contract, Fong and Chan Architects will provide all necessary architectural and engineering services for the San Francisco General Hospital Rebuild Program.

1. Added scope of work in this Modification includes additional revisions to the Construction Documents for the relocation of the Medical Gas Tank Storage Pad. The added scope of work shall be performed on a lump sum basis.
2. This modification adds one sub-consultant, RCL Structural Engineers, Inc. to the agreement.
3. This modification memorializes a correction to the LBE Goal.
4. Appendix A – Scope of Work.
5. Appendix C – Revised HRC Form 2A

COMPENSATION:

FEE: Professional service fees for this final contract shall be increased by Thirty-Three Thousand Dollars (\$33,000), resulting in a total lump sum fee of Fifty-One Million, One Hundred Sixty Thousand Eight Hundred Sixty Dollars (\$51,160,860). Appendix B – Calculation of Charges.

REIMBURSABLES: The reimbursable expense allowance shall remain unchanged. The reimbursable expense allowance is currently at a total not-to-exceed amount of One Million Five Hundred Fifty Thousand Dollars (\$1,550,000) and include expenses per Article 8 of the Final Contract.

TOTAL COMPENSATION (Fee + Reimbursables):

Fifty-Two Million, Seven Hundred Ten Thousand, Eight Hundred Sixty Dollars (\$52,710,860).

CONTRACT DURATION: The contract duration for services under the final contract shall remain unchanged.

BILLING PROCEDURES: Billing Procedures are per Article 8 of the Agreement between Fong and Chan Architects and the City and County of San Francisco dated June 19, 2008.

APPENDIX A

SCOPE OF WORK

1. The added scope of work includes revisions to the Construction Documents for relocation of the Medical Gas Tank Storage Pad to an exterior area to the west of the Service Building. For further details, reference attached Fong and Chan Architects' Proposal, entitled "Additional A/E Services Fee Proposal – Relocation of Medical Gas Tank Storage Pad," August 25, 2011 (EXHIBIT 1), RCL Proposal dated August 16, 2011 (EXHIBIT 2) and Brio Engineering Proposal dated July 20, 2011 (EXHIBIT 3).
2. Addition of RCL Structural Engineers, Inc. as a sub-consultant to provide structural engineering services.
3. This modification also memorializes a correction to the LBE Goal from 5% to 11%, to be consistent with the Architectural and Engineering Services RFQ and original HRC Form 2A goal. See EXHIBIT 4 (Article 42.2.2 of the Agreement).

APPENDIX B
CALCULATION OF CHARGES

<u>DISCIPLINE</u>	<u>FEE</u>
Civil - Brio Engineering	\$10,000
Structural - RCL Structural Engineers, Inc.	\$16,450
Architectural - FCA	\$6,550
Total Lump Sum Fee	<u>\$33,000</u>

March 9, 2012

**Contract Modification 9 - Contract Cost Information
Fong and Chan Architects**

Item No.	Description	Total Fee
1	Civil - Brio Engineering	\$10,000
2	Structural - RCL Structural Engineers, Inc.	\$16,450
3	Architectural (FCA fee)	\$6,550
Total of Modification 9:		\$33,000

Original Contract Amount (Basic Fees):	\$50,400,000	
Original Contract Amount (Reimbursables):	<u>\$750,000</u>	
Total of Original Contract		<u>\$51,150,000</u>
Previous Modifications (Services):	\$727,860	
Previous Modifications (Reimbursables):	<u>\$800,000</u>	
Contract Amount prior to this Modification:		<u>\$52,677,860</u>
Amount of this Modification:	<u>\$33,000</u>	
New Contract Amount (including this Modification):		<u>\$52,710,860</u>



HRC FORM 2A: PROFESSIONAL SERVICES

Section 1: MBE/WBE Sub-consultant Participation

This section is to be completed for the proposal, and for all modifications to this proposal/contract. All prime consultants, individual joint venture partners, subconsultants, lower tier subconsultants and any other vendors participating in the project must be listed. However, participation by MBE or WBE prime consultants or joint venture partners is not to be counted towards meeting the subconsultant goals. This form is also to be completed for all contract modifications that exceed the original contract amount by more than 20%. This form is also to be completed for all contract modifications that exceed the original contract amount by more than 20%. Shaded areas are for HRC/departmental office use only.

CONTRACT NO:	PROPOSER (PRIME): Fong & Chan Architects	GOAL LEVEL:
FAMIS DOC #:	PROPOSAL AMOUNT (optional): \$	MBE GOAL:
FAMIS AWARD DATE:	CONTRACT NAME: San Francisco General Hospital & Trauma Center	WBE GOAL:
VENDOR #:	CONTACT PERSON: Sharlene Chan ADDRESS: 1361 Bush Street PHONE: 415.931.8600 CITY/ZIP: San Francisco, CA 94109	OTHER GOAL (specify): 11% LBE

*Type: Identify if prime (P), JV partner (J), Subconsultant (S), Lower-Tier Sub (LS), or Vendor (V)

TYPE *	CONSULTANT	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
P	Fong & Chan Architects	Architecture	63.71%	NO		%
S	Mei Architects	Architecture	0.66%	YES	WBE	0.66%
S	Garavaglia Architecture, Inc.	Historical Preservation	0.11%	YES	OBE	0.11%
S	Arup	Structural Engineering	6.92%	NO		%
LS	Bello & Associates	Structural Engineering	1.58%	YES	WBE	1.58%
S	Gayner Engineers	Mechanical & Plumbing Eng.	7.96%	NO		%
S	F.W. Associates	Electrical Engineering	4.95%	YES	MBE	4.95%
LS	SCE Engineers	Electrical Engineering	1.47%	YES	MBE	1.47%
S	Arup	Lighting Design	0.54%	NO		%
S	SJ Engineers	Fire Protection Engineering	0.57%	NO	MBE	0.57%
S	Hesselberg, Keesee & Associates	Safety Engineering (Elevators)	0.11%	NO		%

*Type: Identify if prime (P), JV partner (J), Subconsultant (S), Lower-Tier Sub (LS), or Vendor (V)

MAR 01 '12

APPENDIX C

CITY AND COUNTY OF SAN FRANCISCO
HUMAN RIGHTS COMMISSIONCHAPTER 14B
HRC ATTACHMENT 2
Architecture, Engineering, and Professional Services

TYPE *	Firm	PORTION OF WORK (describe scope(s) of work)	% OF WORK	INDICA TE LBE YES/NO	If an LBE, Identify MBE, WBE, or OBE *	% OF LBE SUBWORK
S	Shen Milsom & Wilke	Acoustical Engineering	0.54%	NO		%
S	Teecom Design Group	IT / AV / Security / Telecom	1.54%	NO		%
S	Medical Physics Services	Radiation Physicist	0.01%	NO		%
P	Fong & Chan Architects	Interior Design	4.30%	NO		%
P	Fong & Chan Architects	FFE	0.10%	NO		%
S	Criterion System	Medical Equipment Planning	0.81%	NO		%
S	Brio Engineering Associates	Civil Engineering / Hydrological Engineering	0.72%	NO		%
S	Robert La Rocca & Associates	Landscape Architecture	0.36%	YES	OBE	0.36%
S	Arup	LEED & Green Building Design	0.24%	NO		%
S	The Stahl Companies	Code Consulting	0.13%	NO		%
S	TBD Consultants	Cost Estimating / Value Eng.	0.84%	YES	OBE	0.84%
S	Taylor Engineering, LLC	Energy Efficiency/Energy Management Consulting	0.14%	NO		%
S	Kate Keating & Associates	Signage and Wayfinding	0.49%	YES	WBE	0.49%
S	Simpson Gumpertz Heger	Building Envelop	0.35%	NO		%
P	Fong & Chan Architects	Handicapped Accessibility	0.39%	NO		%
S	Mead & Hunt, Inc.	Helipad Site Planning & Permitting	0.03%	NO		%
S	Rowan Williams Davies & Irwin	Exhaust Re-Entrainment	0.08%	NO		%
S	The Fire Consultants, inc.	Fire / Life Safety Code	0.11%	NO		%
S	Cini-Little Consultants, Inc.	Kitchen Consultant	0.17%	NO		%
S	RCL Structural	Structural Engineer	0.03%	NO		%
S	Pro-Bel	Window Washing System	0.04%	NO		%
Total % of Work: 100%				Total LBE Subconsulting %		11.03%

CITY AND COUNTY OF SAN FRANCISCO
HUMAN RIGHTS COMMISSION

APPENDIX C



CHAPTER 14B
HRC ATTACHMENT 2
Architecture, Engineering, and Professional Services

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

Owner/Authorized Representative (Signature): Chiu Lin Tse-Chan Date: Feb. 24, 2012

Print Name and Title: Chiu Lin Tse-Chan, FAIA, CSI, LEED AP, Principal

* 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.

CITY AND COUNTY OF SAN FRANCISCO
HUMAN RIGHTS COMMISSION

APPENDIX C



CHAPTER 14B
HRC ATTACHMENT 2
Architecture, Engineering, and Professional Services

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

Provide information of 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.sfhrc.org. Use additional sheets if necessary.

FIRM NAME:	Fong & Chan Architects (FCA)	VENDOR #:	
ADDRESS:	1361 Bush Street	FEDERAL ID #:	94-2901606
CITY, ST, ZIP:	San Francisco, CA 94109	PHONE:	415.931.8600
SERVICE:	Architectural Services / Interior Design and FFE / Handicapped Accessibility Consulting	FAX:	415.931.4601

FIRM NAME:	Mei Architects	VENDOR #:	72463
ADDRESS:	239 9 th Street, 2 nd Floor	FEDERAL ID #:	80-0065176
CITY, ST, ZIP:	San Francisco, CA 94103	PHONE:	415.682.7376
SERVICE:	Architectural Services	FAX:	415.682.7339

FIRM NAME:	Garavaglia Architecture, Inc.	VENDOR #:	70616
ADDRESS:	1 Sutter Street, Suite 910	FEDERAL ID #:	20-4055326
CITY, ST, ZIP:	San Francisco, CA 94104	PHONE:	415.391.9633
SERVICE:	Historical Preservation Consulting	FAX:	415.391.9647

FIRM NAME:	ARUP	VENDOR #:	
ADDRESS:	901 Market Street, Suite 260	FEDERAL ID #:	94-3044530
CITY, ST, ZIP:	San Francisco, CA 94103	PHONE:	415.957.9445
SERVICE:	Structural Engineering / LEED and Green Building Design Coordination / Lighting Design	FAX:	415.957.9096

FIRM NAME:	Bello & Associates	VENDOR #:	50682
ADDRESS:	351 California Street, Suite 420	FEDERAL ID #:	94-3252354
CITY, ST, ZIP:	San Francisco, CA 94104	PHONE:	415.908.0555
SERVICE:	Structural Engineering (Second-Tier Subconsultant)	FAX:	877.384.9017

FIRM NAME:	Gayner Engineers	VENDOR #:	
ADDRESS:	1133 Post Street	FEDERAL ID #:	94-1413361
CITY, ST, ZIP:	San Francisco, CA 94109	PHONE:	415.474.9500
SERVICE:	Mechanical and Plumbing Engineering / Building Automation System and Integration Design	FAX:	415.474.1363

APPENDIX C

CITY AND COUNTY OF SAN FRANCISCO
HUMAN RIGHTS COMMISSIONCHAPTER 14B
HRC ATTACHMENT 2*Architecture, Engineering, and Professional Services*

FIRM NAME:	F.W. Associates	VENDOR #:	07385
ADDRESS:	68 12 th Street	FEDERAL ID #:	94-2841974
CITY, ST, ZIP:	San Francisco, CA 94103	PHONE:	415.861.0286
SERVICE:	Electrical Engineering / Fire Protection System	FAX:	415.861.0191

FIRM NAME:	SCE Engineering	VENDOR #:	23967
ADDRESS:	690 Monterey Boulevard	FEDERAL ID #:	94-3289867
CITY, ST, ZIP:	San Francisco, CA 94127	PHONE:	415.337.0775
SERVICE:	Electrical Engineering (Second-Tier Subconsultant)	FAX:	415.337.0778

FIRM NAME:	SJ Engineers	VENDOR #:	16073
ADDRESS:	233 Sansome Street, #705	FEDERAL ID #:	94-3192695
CITY, ST, ZIP:	San Francisco, CA 94104	PHONE:	415.837.1500
SERVICE:	Fire Protection Engineering	FAX:	415.837.1507

FIRM NAME:	Hesselberg, Keesee & Associates, Inc.	VENDOR #:	
ADDRESS:	221 Main Street, Suite 1580	FEDERAL ID #:	94-2332728
CITY, ST, ZIP:	San Francisco, CA 94105	PHONE:	415.243.0313
SERVICE:	Safety Engineering (Elevators)	FAX:	415.243.0781

FIRM NAME:	Shen Milsom and Wilke	VENDOR #:	
ADDRESS:	33 New Montgomery Street, 10 th Floor	FEDERAL ID #:	13-3314008
CITY, ST, ZIP:	San Francisco, CA 94105	PHONE:	415.391.7610
SERVICE:	Acoustical Engineering	FAX:	415.391.0171

FIRM NAME:	TEECOM Design Group	VENDOR #:	
ADDRESS:	1333 Broadway, Suite 601	FEDERAL ID #:	94-3257304
CITY, ST, ZIP:	Oakland, CA 94612	PHONE:	510.337.2800
SERVICE:	Telecommunication Systems and Information Technology Systems Engineering / AV / Security	FAX:	510.337.2804

FIRM NAME:	Medical Physics Services	VENDOR #:	
ADDRESS:	104 Southwind Drive	FEDERAL ID #:	
CITY, ST, ZIP:	Pleasant Hill, CA 94523	PHONE:	925.674.2769
SERVICE:	Radiation Physicist	FAX:	925.372.0673

APPENDIX C

CITY AND COUNTY OF SAN FRANCISCO
HUMAN RIGHTS COMMISSIONCHAPTER 14B
HRC ATTACHMENT 2
Architecture, Engineering, and Professional Services

FIRM NAME:	Criterion System, Inc.	VENDOR #:	
ADDRESS:	100 Crother Road	FEDERAL ID #:	94-2484295
CITY, ST, ZIP:	Applegate, CA 95703	PHONE:	530.878.6689
SERVICE:	Medical Equipment Planning	FAX:	530.878.6585

FIRM NAME:	Brio Engineering Associates, Inc.	VENDOR #:	
ADDRESS:	2858 Stevens Creek Boulevard, Suite 208	FEDERAL ID #:	77-0541921
CITY, ST, ZIP:	San Jose, CA 95128	PHONE:	408.241.5494
SERVICE:	Civil Engineering / Land Surveying / Hydrological Engineering	FAX:	408.241.5493

FIRM NAME:	Robert La Rocca & Associates	VENDOR #:	28500
ADDRESS:	300 Montgomery Street, Suite 860	FEDERAL ID #:	95-2555432
CITY, ST, ZIP:	San Francisco, CA 94104	PHONE:	415.777.5363
SERVICE:	Landscape Architecture	FAX:	415.399.0244

FIRM NAME:	The Stahl Companies	VENDOR #:	
ADDRESS:	11230 Gold Express Drive, Suite 310 - 315	FEDERAL ID #:	55-0854635
CITY, ST, ZIP:	Gold River, CA 95670	PHONE:	916.635.8855
SERVICE:	Code Consulting	FAX:	916.635.8854

FIRM NAME:	TBD Consultants	VENDOR #:	
ADDRESS:	160 Sansome Street, Suite 1450	FEDERAL ID #:	20-2453917
CITY, ST, ZIP:	San Francisco, CA 94104	PHONE:	415.981.9430
SERVICE:	Cost Estimating / Value Engineering	FAX:	415.981.9434

FIRM NAME:	Taylor Engineering, LLC	VENDOR #:	
ADDRESS:	1080 Marina Village Parkway, Suite 501	FEDERAL ID #:	91-3316337
CITY, ST, ZIP:	Alameda, CA 94501	PHONE:	510.749.9135
SERVICE:	Energy Efficiency / Energy Management Consulting	FAX:	510.749.9136

FIRM NAME:	Kate Keating & Associates	VENDOR #:	10497
ADDRESS:	1045 Sansome Street, Suite 202	FEDERAL ID #:	68-0360437
CITY, ST, ZIP:	San Francisco, CA 94111	PHONE:	415.773.1000
SERVICE:	Signage and Wayfinding / Graphic Design	FAX:	415.773.1008

APPENDIX C

CITY AND COUNTY OF SAN FRANCISCO
HUMAN RIGHTS COMMISSIONCHAPTER 14B
HRC ATTACHMENT 2
Architecture, Engineering, and Professional Services

FIRM NAME:	Mead & Hunt, Inc.	VENDOR #:	
ADDRESS:	133 Aviation Boulevard, Suite 100	FEDERAL ID #:	39-0793822
CITY, ST, ZIP:	Santa Rosa, CA 95403	PHONE:	707.526.5010
SERVICE:	Helipad Site Planning and Permitting	FAX:	707.526.9721

FIRM NAME:	Rowan Williams Davies & Irwin, Inc.	VENDOR #:	
ADDRESS:	650 Woodlawn Road West	FEDERAL ID #:	
CITY, ST, ZIP:	Guelph, ON N1K 188	PHONE:	519.823.1311
SERVICE:	Exhaust Re-Entrainment	FAX:	519.823.1316

FIRM NAME:	The Fire Consultants, Inc.	VENDOR #:	
ADDRESS:	1276 Durant Court	FEDERAL ID #:	
CITY, ST, ZIP:	Walnut Creek, CA 94596	PHONE:	925.979.9993
SERVICE:	Fire / Life Safety Consulting	FAX:	925.979.9994

FIRM NAME:	Cini-Little Consultants, Inc.	VENDOR #:	
ADDRESS:	20251 Century Blvd., Suite 375	FEDERAL ID #:	
CITY, ST, ZIP:	Germantown, MD 20874	PHONE:	301.528.9700
SERVICE:	Kitchen Consulting	FAX:	

FIRM NAME:	RCL Structural Engineers, Inc.	VENDOR #:	
ADDRESS:	19144 Meiggs Lane	FEDERAL ID #:	
CITY, ST, ZIP:	Cupertino, CA 95014	PHONE:	408.463.6832
SERVICE:	Structural Engineering Services	FAX:	

FIRM NAME:	Pro-Bel, USA	VENDOR #:	
ADDRESS:	29320 Union City Boulevard	FEDERAL ID #:	
CITY, ST, ZIP:	Union City, CA 94587	PHONE:	510.477.9666
SERVICE:	Window Washing System	FAX:	510.477.9555

EXHIBIT 1



May 18, 2011
(Revised August 25, 2011)

Mr. Ron Alameda
Project Manager
Department of Public Works
City and County of San Francisco
30 Van Ness Avenue
San Francisco, CA 94102

Re: *Additional A/E Services Fee Proposal - Relocation of Medical Gas Tank Storage Pad*
San Francisco General Hospital Rebuild Program
San Francisco General Hospital and Trauma Center
San Francisco, California
FCA Project No. 345

Dear Ron,

We are respectfully requesting your review and approval of the proposal for additional A/E professional services fees related to the requested document revision for the relocation of the Medical Gas Tank Storage Pad to an area west of the Service Building.

Background:

The current design of the Site Utilities Relocation Project provides for new Oxygen (O2) and Nitrous Oxide (NO2) gas lines leading from the existing Medical Gas tank Storage Pad located at the northeast exterior corner of the existing Service Building to the new Main Hospital Building. This routing is shown on the Drawing Sheet M1-2 "PARTIAL SITE PLAN". The current location of the Medical Gas Tank Storage Pad is code compliant with regard to NFPA50 and can remain in place with the tanks as currently configured and this area could service the O2 and NO2 gas needs for both the new Main Hospital Building and the remaining needs of the existing Hospital Building. The existing Med Gas Pad is structurally damaged and would have to be replaced to use this location.

After the further development of the Emergency Generators in the Service Building, it was determined that the existing Medical gases would have to be relocated and service would be interrupted. It was also determined that there was no Emergency O2 connection for the existing Hospital Building as required by the code.

The project team undertook a series of meetings and validating research and determined that the preferred solution would be to relocate the Medical Gas Tank Storage Pad to an exterior area to the Southeast of the Service Building. This relocated Medical Gas Tank Storage Pad would allow the construction of the Emergency Generators within the Service Building, provide for a new Emergency O2 connection for the existing Hospital Building and address several longstanding concerns with the neighbors and the Medical

FCA

FONG & CHAN ARCHITECTS
ARCHITECTURE - PLANNING - INTERIOR DESIGN

1361 BUSH STREET, SAN FRANCISCO, CALIFORNIA 94109 TEL: (415) 931-8600 FAX: (415) 931-4601 E-MAIL: fca@fca-arch.com

EXHIBIT 1

May 18, 2011 (*Revised August 25, 2011*)

Mr. Ron Alameida

Additional A/E Professional Services Fee Proposal – Relocation of Medical Gas Tank Storage Pad

Page 2 of 2

Air suppliers with the existing Storage Pad location. The project team did identify some conflicts with existing steam lines and vaults servicing the Behavioral Health Center but DPW and SFGH determined that leaving the steam lines in place was acceptable despite concerns from the Design Team about site access issues to the steam lines in the event of needed repairs or ruptures. The attached Sketch SK-554 dated 9/17/10 describing the layout of the Medical Gas Tank Storage Pad was reviewed and approved for further development by the Project Team.

A/E Services Proposal:

This proposal is for the relocation of the Medical Gas Tank Storage Pad as schematically outlined in the background narrative above. We are requesting additional services for the added structural and civil work required to build a med gas pad above the steam line, an essential service to the Behavioral Health Service. Addressing this existing condition was not anticipated in the original scope of work and requires additional work to properly address.

The scope of work for this proposal, including revisions by Change Order to the OSHPD Permitted Site Utility Relocation Project as required by the approved layout, include the following:

- Civil Engineering
- Structural Engineering

The proposed A/E services fee shall be a lump sum fixed fee of **Thirty Three Thousand Dollars (\$33,000.00)**. The work includes the following design disciplines with their respective services fees:

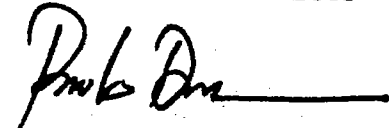
DISCIPLINE	FEE
Architectural – <i>FCA</i>	\$6,550.00
Civil – <i>Brio Engineering</i>	\$10,000.00
Structural – <i>RCL</i>	\$16,450.00
TOTAL REQUIRED FEE	\$33,000.00

The scope of this proposal is limited to the consultants and scope description as noted above. ~~If the reality of the final design requires changes that are significantly different than what has been outlined in this fee proposal or additional consultants are required, we reserve the right to request additional services to address any additional scope of work.~~

Your prompt approval of this services fee proposal would be greatly appreciated. If you have any questions or require any additional information, please do not hesitate to call.

Sincerely,

FONG & CHAN ARCHITECTS



Paolo Diaz
Principal

cc: Terry Saltz SFGH

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EXHIBIT 1

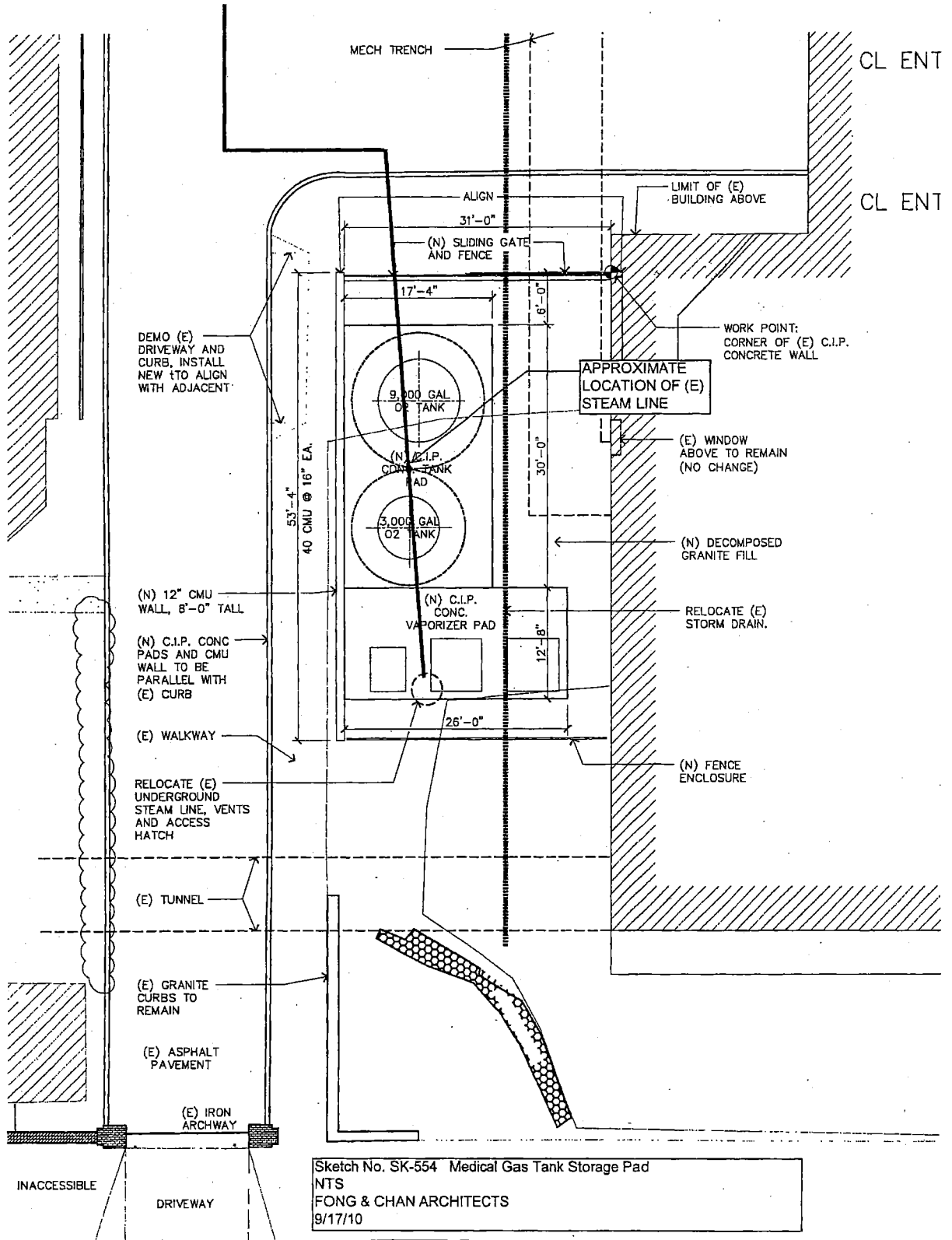


EXHIBIT 2



**RCL STRUCTURAL
ENGINEERS, INC**

August 16, 2011

Richard M Reaume
Fong and Chan Architects
1361 Bush Street
San Francisco, CA

Project: SFGH- Site Utilities Equipments and Pad
San Francisco General Hospital
Project No:11853

Subject: Proposal to provide structural engineering services

Dear Richard

Thank you for the opportunity to provide you with structural engineering services for the above referenced project. Per your request and upon your written authorization, we will provide complete construction documents and supporting calculations for new slab supporting two Oxygen tanks and 3 air vaporizers tank. Our scope of work will also include the 8'-0" freestanding concrete screen wall for the Oxygen tanks and the anchorage design for all the tanks to the slab. We understand there is a 12" steam pipe running underneath the proposed equipment pad and we will be giving additional design perimeter from the soil engineer to design the mat foundation.

Meetings

Coordination and Meeting with Architect, contractors and owner.

Construction Documents

Produce structural construction documents and supporting calculations for the above-defined scope of work. This package will describe the gravity and lateral force, as well as the foundation design, all based on the 2010 California Building Code as adopted by OSPHA

Primary Oxygen Tank VS-9000 (Max Weight=32300lb)
Reserve Oxygen Tank VS-1500 (Max Weight=6200lb)
3 Vaporizers (Max Weight = 11200lb each)
Concrete Screen Wall
Mat Slab design for the all equipment and over existing 12" diameter steam line

Plan Check

Respond to plan check and geotechnical review comments.

t 408.463.6832
f 408.542.9526
info@rcise.com

19144 MEIGGS LANE
CUPERTINO, CA 95014

EXHIBIT 2

Construction Support

Provide construction support services which will include providing any required clarification of the construction documents, responding to contractor questions, and performing periodic site visits, at your request (four visits minimum recommended), to determine that constructed work is in general conformance with the construction documents.

Estimate based 6 week construction period

These are estimates based on other projects we have completed of similar scope and duration. If we do not use the hours estimated, you will not be billed for them. Conversely, if for some reason our involvement becomes more intensive or the construction schedule is extended for reasons beyond our control, and these estimates of time fall significantly under what we are being asked to do, we would propose to work for the additional tasks at the hourly rates outlined below.

- RFI'S AND SHOP DRAWING SUBMITTALS (assumes 1.0 hour per week for RFI's and 3 submittals for entire project)
- SITE VISIT: 3 site visits

We propose to provide the services described above for the following estimated fees:

Meeting and Coordination	
Labor and expenses basis at \$175.00 an hour estimate	\$1400.00
Construction Documents	
And Plan Check	\$12250.00
Construction Support	
Labor and expenses basis at \$175.00 an hour estimate	\$2800.00
Total Fee	<u>\$16450.00</u>

Reimbursable expenses such as blueprinting, plotting for submittals and deliveries will be billed at our cost plus 10%, as an addition to the above quoted fees. We will bill you monthly for labor and expenses expended in the prior month.

Please find attached a copy of our terms and conditions. Should this proposal meet with your approval, please return a signed copy of this letter indicating your acceptance. A signed copy of this letter will evidence you have reviewed and accepted to our terms and conditions.

We look forward to working with you on this project.

Sincerely,



Ryan C Loh, S.E.
Lic No S5192

Signature: _____

Print Name: _____

Date: _____



RCL STRUCTURAL ENGINEERS, INC

A. Scope of Agreement

The parties to this Agreement are: RCL Structural Engineers, Inc (Including: all RCL Structural Engineers, Inc officers, directors, employees and RCL Structural Engineers, Inc sub-consultants) and the party to whom the proposal letter is addressed, herein called the CLIENT. All provisions contained herein are applicable to the services and work product provided to the CLIENT and described within the proposal letter along with this statement of Terms and Conditions from RCL Structural Engineers, Inc to the CLIENT.

B. Compensation

1. Invoices will be submitted monthly based on terms quoted within the proposal letter, and on the services rendered up to date of invoice issue. Invoices are due upon receipt. Invoices are considered past due 15 calendar days after invoice issue date.
2. All fees unpaid after 30 calendar days will subject to a late charge at a rate of 1 1/2 % per month based on the outstanding balance.
3. If the CLIENT fails to make payment when due for services and expenses, RCL Structural Engineers, Inc reserves the right upon seven days written notice to the CLIENT, suspend performance of services under this agreement. Unless RCL Structural Engineers, Inc receives payment in full within seven days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services, RCL Structural Engineers, Inc shall have no liability to the CLIENT for delay or damage caused the CLIENT because of such suspension of services.

C. Reimbursable Expenses

Reimbursable expenses are in addition to the fees quoted within the Basic Services and include actual expenditures made by RCL Structural Engineers, Inc in the interest of the project. They shall be billed at 1.1 times the direct cost and are payable monthly as incurred. Reimbursable costs include, but are not limited to the following:

1. The cost of reproduction of all documents produced at the CLIENT's request for the project's behalf.
2. Travel expenses for site visits.
3. Fees and charges for services contracted on the project's behalf authorized by the CLIENT.
4. Expenses for materials authorized by the CLIENT and purchased on the project's behalf.
5. Messenger and other special delivery services.

D. Additional Services

Additional services are services that are not included in the scope of work.

The following items are considered additional services and shall be billed on a labor and expenses basis per our standard billing rates in effect at the time of service in addition to fees quoted for basic services. Written notification will be given before proceedings with any additional services.

1. Services resulting from additions or changes in magnitude of the project scope as described and agreed upon under the Agreement.
2. Redesign to reduce construction cost or to respond to third party comments after the design development phase is completed.
3. Redesign services required by major changes in architectural design after the design development phase has been completed.
4. Redesign services requested to accommodate particular construction materials, methods or sequences.
5. Structural design services related to Secondary Structural Elements and their attachments.
6. Services resulting from corrections or revisions required because of construction deviations from the work specified within the contract documents.
7. Design services related to re-designs necessitated by discovery of existing conditions which are different from conditions shown on original drawings or assumed existing conditions.

E. Construction Support Services

It is agreed that if professional services of RCL Structural Engineers, Inc do not extend to or include the review or site observations of the Contractor's work or performance and if the CLIENT elects not to retain RCL Structural Engineers, Inc to provide construction support services, the CLIENT will defend, indemnify, and hold harmless, RCL Structural Engineers, Inc from any claim or suit whatsoever, including but not limited to all payments, expenses, or cost involved, arising from or alleged to have arisen from the Contractor's performance or the failure of the Contractor's work to conform to the design intent and the contract documents.

F. Ownership and Use of Documents

The Client acknowledges and agrees that the Documents may be used only for this Project. Upon request, the Client will be provided with reproducible copies of the Documents. Documents produced by RCL Structural Engineers, Inc under this agreement are instruments of service and shall remain the property of RCL Structural Engineers, Inc. They shall not be used for any purpose or project except as defined within the Agreement, without express written agreement and appropriate compensation to RCL Structural Engineers, Inc.

G. Limitation of Liability

To the maximum extent permitted by law, the CLIENT agrees to limit RCL Structural Engineers, Inc's liability for the CLIENT's damages to the lesser of: RCL Structural Engineers, Inc's fee or \$50,000.00.

H. Mediation

Claims, disputes or other matters in question between parties to this Agreement arising out of or relating to services rendered and/or the work product provided under this agreement shall be subject to mediation exclusive of legal counsel under the auspices of a recognized neutral third party professional mediation service or other mediation method acceptable to the parties prior to undertaking any other dispute resolution action. The cost of the mediation service shall be borne equally by both parties. A demand for mediation shall be made within thirty days after the claim, dispute, or matter in question has arisen.

In the event of a lawsuit between the parties under this agreement, such lawsuit shall be filed and tried only in a court of competent jurisdiction within Santa Clara County, California. California law shall apply to any such proceeding.

I. Termination

This agreement may be terminated by either party upon written notice to the other party in the event of a substantial failure of performance of such other party, or if the project should be abandoned or indefinitely postponed. In the event of such termination, RCL Structural Engineers, Inc shall be compensated within 30 calendar days for all services rendered and all costs incurred up to date of termination, in accordance with the Compensation section of this Agreement. Any dispute regarding termination shall, along with all other issues, be resolved in accordance with the Mediation section of this Agreement.

J. Items to be furnished to RCL Structural Engineers, Inc by the CLIENT

Unless specifically agreed otherwise, the CLIENT shall furnish the following information or items to RCL Structural Engineers, Inc:

1. Written Geotechnical Report including all applicable foundation design recommendations.
2. Description of site conditions, including, topographic boundary and utility surveys, existing structures, etc.
3. Special design loads in excess of building code requirements.
4. Special environmental conditions and loads.
5. Weight, type and location of mechanical and electrical systems.

K. Exclusions

Client's Initials: _____

EXHIBIT 2

Structural design services as described within the proposal letter will be provided for the Primary Structural System. Services that are not necessary to the design of the Primary Structural System are not included in this Basic Services Agreement (BSA) unless specifically stated otherwise within the BSA.

1. Structural Design Services related to secondary structural elements and their attachments. Secondary structural elements are elements that are structurally significant for the function they serve but that do not contribute to the strength or stability of the primary structural system. Examples include:
 - A. Stairs. The Basic Services Agreement includes the framing necessary to provide floor and roof openings for stairs, but not the framing of the stairs themselves.
 - B. Curtain Wall Systems
 - C. Architectural cladding systems such as pre-cast concrete panels and EIFS, and the design of metal stud walls to support these cladding systems. The Basic Services Agreement includes only the selection of the typical stud width and gauge in consultation with the architect. It does not include design of the studs and detailing window openings, corners, etc.
 - D. Supports and seismic bracing for mechanical, electrical, or plumbing systems.
 - E. Window washing systems and tie downs.
 - F. Mechanisms and guide systems for elevators, escalators, and other conveyor systems and associated operating equipment. (If it is necessary to provide secondary structural framing to brace elevator rails between floors, this work will be performed as an additional service.)
2. Structural design services related to non-structural elements and their attachments. These are defined as all elements of a building that are not Secondary Structural Elements and are not part of the Primary Structural System, such as interior architectural partitions and ceilings, and other architectural systems.
3. Structural design of site-work elements exterior to and non-contiguous with the building such as retaining walls, culverts and bridges, landscape features such as benches, fountains, pools, signs, etc.
4. Review of design drawings or specifications prepared by others to determine adequacy of anchorage of non-structural or secondary structural elements.
5. Special dynamic analysis or floor vibration response analysis for footfall or vibratory equipment.
6. Field investigation of existing buildings and structures including surveys of existing construction, on or adjacent to the site.
7. Preparation of documents for bid alternates.
8. Special inspections as defined in Section 1701 of the Uniform Building Code.
9. Establishing design criteria for designing or making field observations of shoring for building excavations or underpinning of adjacent structures.
10. Filing application for and/or obtaining a building permit.
11. Cost estimating and/or quantity take-offs.
12. Preparation of "as-built" or record set of drawings after completion of the project.
13. Responding to questions from third party engineering reviews. Lenders, insurance companies and potential buyers often conduct these reviews.

L. Verification of Existing Conditions

Inasmuch of the construction in or adjacent to existing buildings requires that certain assumptions be made regarding existing conditions, and because some of these assumptions may not be verifiable without expending additional sums of money, or destroying otherwise adequate or serviceable portions of the building, the CLIENT will hold harmless, indemnify and defend RCL Structural Engineers, Inc from and against any and all claims arising out of actions taken based on assumptions made regarding existing conditions.

M. Payments Withheld

No deductions shall be made from RCL Structural Engineers, Inc's compensation on account of claims of penalty, liquidated damages, and/or negligent errors or omissions in performance of professional services performed by RCL Structural Engineers, Inc under this agreement except pursuant to a mediated agreement, an award rendered in a proceeding in accordance with the Construction Industry Rules of the American Arbitration Association, or judicial award.

N. Standard Billing Rates

The following are RCL Structural Engineers, Inc current personnel hourly billing rates:

Item	Billing Rate (\$/hour)
Principal	175.00
Project Manager	160.00
Project Engineer	145.00
CAD Drafter	75.00
Clerical	55.00

EXHIBIT 3

BRIC Engineering
ASSOCIATES, INC.

1885 The Alameda, Suite 210
San Jose, CA 95126-1747
Tel: 408.241.5494
Fax: 408.241.5493

July 20, 2010

Mr. Richard Reaume
Fong & Chan Architects
1361 Bush Street
San Francisco, CA 94109

Subject: San Francisco General Hospital – Additional Services for O2 tank relocation project
Project No. SFGH0702
Via: Mail and E-Mail

Dear Richard,

Per our recent discussions the SFGH we have been asked to prepare drawings for the site work associated with O2 Tank relocation project north of 22nd street.
Our proposal is based on the following assumptions:

- The work for the O2 pads will be as shown on the "O2 Layout-Final" sketch sent by your office via e-mail on June 15, 2010
- The detail provided by the City of San Francisco in the topographic survey is adequate to design the necessary improvements
- Modification to the NO and O2 lines and modification to the underground steam line, vents and access hatch is not included.

Proposed Scope of Work:

- Prepare grading paving plan for the area of the new O2 pads.
- Provide details for closing the existing driveway to the Central Plant
- Provide design information for the relocation or re-connection of the storm drain line from the existing cooling towers.
- Indicate features from the Emergency Generator Project on the background as "based on design info provided by others"
- Update site demolition and erosion control plans to include existing areas that will need to be demolished to complete the final plan.
- Coordinate with Architect and others on the design team.
- Provide additional construction administration tasks associated with this additional scope of work

Proposed additional fee for this work:

\$10,000

EXHIBIT 3

Brio Engineering Associates, Inc.

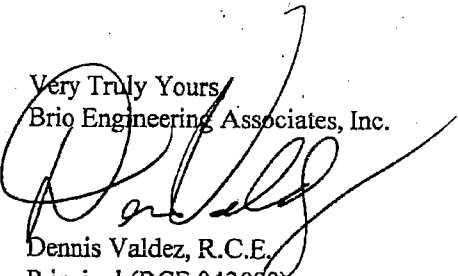
Items specifically not included in any of the above:

The following items of work are not included in our basic scope of services.

- ☐ Field survey of surface features (to be provided by the City)
- ☐ Pot holing of utilities if necessary (to be done by contractor)
- ☐ Retaining Wall design
- ☐ Work associated with the Mechanical Trench other than coordination with the mechanical engineer.

Please feel free to call if there are items of work you are aware of that are not included, or we have included scope items that you are not in need of. In order for us to begin work, we will need to see a copy of the signed contract modification from the City of San Francisco covering our scope of work. Thank you again for your consideration. Please let us know if you require any further information.

Very Truly Yours
Brio Engineering Associates, Inc.


Dennis Valdez, R.C.E.
Principal (RCE 043098)

Acknowledgement and Authorization:

Name: _____

Title: _____ Date: _____

EXHIBIT 4

Page 81

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 Architect authorized in the LBE Ordinance, including declaring the Architect to be irresponsible and ineligible to contract with the City for a period of up to five years or revocation of the Architect'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, Architect acknowledges and agrees that any liquidated damages assessed by the Director of the HRC shall be payable to City upon demand. Architect further acknowledges and agrees that any liquidated damages assessed may be withheld from any monies due to Architect on any contract with City.

Architect 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.

42.2.2 SUBCONTRACTING GOALS

The LBE subcontracting participation goal for this contract is 5% - 11%

Architect 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 Architect 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 Architect.

Architect shall not participate in any back contracting to the Architect or lower-tier subcontractors, as defined in the LBE Ordinance, for any

FORM SFEC-126:
NOTIFICATION OF CONTRACT APPROVAL
(S.F. Campaign and Governmental Conduct Code § 1.126)

City Elective Officer Information (Please print clearly.)	
Name of City elective officer(s): Members, Board of Supervisors	City elective office(s) held: Members, Board of Supervisors

Contractor Information (Please print clearly.)	
Name of contractor: Fong & Chan Architects	
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.	
# 1- 3 :	
Chiu Lin Tse-Chan, President David G. Fong, Vice President	
# 4 - See attached list of sub-consultants	
Contractor address: 1361 Bush Street, San Francisco, CA 94109	
Date that contract was approved: (By the SF Board of Supervisors)	Amount of contract: \$51,150,000 (\$50,400,000 base services + \$750,000 reimbursable allowance = \$51,150,000)
Describe the nature of the contract that was approved: Architectural and Engineering Services	
Comments:	

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 this form sits

Print Name of Board

Filer Information (Please print clearly.)	
Name of filer: Angela Calvillo, Clerk of the Board	Contact telephone number: (415) 554-5184
Address: City Hall, Room 244, 1 Dr. Carlton B. Goodlett Pl., San Francisco, CA 94102	E-mail: Board.of.Supervisors@sfgov.org

Signature of City 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

List of Subcontractors:

Mei Architects
Garavaglia Architecture
ARUP
Bello & Associates
Gayner Engineers
F.W. Associates
SCE Engineering
S J Engineers
Hesselberg, Keesee & Associates
Shen Milsom & Wilke
Teecom Design Group
Medical Physics Services
Criterion System, Inc.
Brio Engineering Associates
Robert La Rocca & Associates
The Stahl Companies
TBD Consultants
Taylor Engineering, LLC
Kate Keating & Associates
Simpson Gumpertz & Heger
Mead & Hunt, Inc.
Rowan Williams Davies & Irwin
The Fire Consultants
Cini-Little International
Pro-Bel
RCL Structural Engineers