Meeting Date: November 12, 2026

To: Public Works Commission

Through: Carla Short, Public Works Director
Scott Anderson, Deputy Director for Project Delivery
Magdalena Ryor, Manager Bureau of Project Management

From: Scott Moran, Project Manager

Subject: Architectural and Engineering Team led by an Executive Architect for a New Fire Training Facility, Contract ID 1000020844 - Contract Modification No.5

Director's Recommendation: Approve Contract Modification No.5 to the agreement for Architectural and Engineering Team led by an Executive Architect for a New Fire Training Facility, under Contract ID 1000020844 with DLR Group, Inc. to increase the contract amount by $84,803 to a new not-to-exceed contract value of $13,417,221.

Contract Background: Public Works awarded the contract under Public Works Order 206,986, dated August 31, 2022, to RossDrulisCusenbery Architecture, Inc. (RDC), under Contract ID 1000026403, to serve as the executive architect to lead an architectural and engineering team for professional services in connection with the design and construction of a fire training facility for the San Francisco Fire Department. The original agreement was executed, and a Notice to Proceed was issued on October 31, 2023.

RDC was acquired by DLR Group in January 2024 and on October 1, 2024, an Assignment and Assumption Agreement was fully executed under the new Contract ID1000020844, assigning the contract from RDC to DLR Group, Inc.

Reason for Modification: After initial construction mobilization, the pile contractor conducted several test piles on the site. During the testing, the pile subcontractor could not get the amount of bedrock penetration they had anticipated and that the design criteria needed to be updated for several buildings. This modification is for the redesign of the foundations for Building B1, Buildings C1 through C7, the Communications Tower, and the Cistern.

Contract Details:

Contract Title:	Architectural and Engineering Team led by an Executive Architect for a New Fire Training Facility
Personal Services Contract No. (Required	Approval for the Contract was obtained on March 20, 2023, from the Civil Service Commission under PSC0002679 (47357-22/23).

for Professional Services Only):	
Contract Original Award Amount:	$12,147,579.00
Contract Original Duration:	1,825 days
Contractor Name:	DLR Group Inc.

Summary of Total Amounts:

	Contract Amount	Contract Duration	Contract Dates
Original Contract Amount:	$12,147,579.00	1,825 days	10/31/2023 - 10/28/2028
Previous Approved Modifications:	$1,184,839.00	+ 161 days	10/31/2023 – 4/7/2029
Proposed Modification:	$84,803.00	0 days	10/31/2023 – 4/7/2029
Total Contract Values, if approved	**$13,417,221.00**	**1,986 days**	**10/31/2023 – 4/7/2029**

Previously Approved Modifications:

Modification	Amount	Extension (days)	Description
Modification No. 1	$722,850.00	0 days	Additional MEP Design
Assignment & Assumption	$0.00	0 days	Transfer the Agreement with RDC to DLR Group
Modification No. 2	$83,769.00	14 days	Geotechnical impacts and design development extension
Modification No. 3	$354,017.00	147 days	Value engineering changes
Modification No. 4	$24,203.00	0 days	Value engineering Bldg B2

Contract Funding Sources:	2020 Earthquake Safety and Emergency Response Bond
Compliance Information:	Public Works Contract Administration staff verified that the Consultant complies with the Equal Benefits Provisions of Chapter 12B of the City's Administrative Code. Contract Monitoring Division (CMD) established a Local Business Enterprise (LBE) subcontracting requirement of 20% for this Contract. Consultant DLR Group (previously RossDrulisCusenbery Architecture, Inc.) committed to LBE subconsultant participation of 28.5% in final contract.
Related Commission Actions:	See Previously Approved Modifications above.

Additional Information:	Board of Supervisor Approval obtained on September 28, 2023, under Resolution No. 444-23
Attachments:	Attachment 1: Resolution Attachment 2: Board of Supervisors Resolution No. 444-23 Attachment 3: Notice of Assignment and Assumption Attachment 4: PSC Approval

PUBLIC WORKS COMMISSION
CITY AND COUNTY OF SAN FRANCISCO

RESOLUTION NO. _____

WHEREAS, On August 31, 2022, Public Works awarded a contract to RossDrulisCusenbery Architecture, Inc. ("RDC") and entered into an agreement under Contract No. 1000026043 in the amount of $12,147,579 for 1,825 days to render professional services in connection with design and construction of a fire training facility; and

WHEREAS, On July 22, 2024, the Public Works Commission approved the Contract Modification No.1 with RDC increasing the contract amount by $722,850; and

WHEREAS, On October 1, 2024, Public Works executed an Assignment and Assumption Agreement, transferring the contract from RDC to DLR Group, Inc. ("DLR Group"), under Contract No. 1000020844, assigning all rights and delegating all obligations under the terms and conditions set forth in the original Agreement; and

WHEREAS, The Public Works Commission previously approved Contract Modification Nos. 2 through 4 with DLR Group, increasing the contract amount by $461,989 to a total not-to-exceed amount of $13,332,418; and extending the contract term by a cumulative 161 calendar days; and

WHEREAS, Public Works and DLR Group desire to enter into Contract Modification No. 5 to increase the contract amount by $84,803; and

WHEREAS, Modification No. 5 is consistent with an approval obtained from the Civil Service Commission under PSC0002679 (previously "PSC No. 47357-22/23") approved on March 20, 2023; and

WHEREAS, Contract Modification No. 5 is consistent with the Board of Supervisors approval of Resolution No. 444-23 on September 28, 2023; now, therefore, be it

RESOLVED, That this Commission approves Contract Modification No. 5 to Contract No.1000020844 with DLR Group, increasing the contract amount by $84,803 to a total not-to-exceed amount of $13,417,221.

I hereby certify that the foregoing resolution was adopted by the Public Works Commission at its meeting of _____.

_____
Commission Affairs Manager
Public Works Commission

[Executive Architectural and Engineering Design Services Agreement - RossDrulisCusenbery Architecture, Inc. - Earthquake Safety and Emergency Response Program - SFFD Fire Training Facility - Not to Exceed $14,085,186]

Resolution authorizing the Director of Public Works to execute a professional services agreement with RossDrulisCusenbery Architecture, Inc. for the design of the new San Francisco Fire Department (SFFD) Fire Training Facility under the Earthquake Safety and Emergency Response bond program, not to exceed $14,085,186 with a term of five years with options to extend the term for another two years, upon the full execution of the contract and once funding has been certified.

WHEREAS, San Francisco Charter, Section 9.118, requires that the Board of Supervisors approve all contracts, other than construction contracts, with an anticipated expenditure of more than $10,000,000; and

WHEREAS, The City and County of San Francisco intends to construct a new Fire Training Facility (FTF) with multiple buildings and structures on 7.99 acre site at 1236 Carroll Avenue, funded by the Earthquake Safety and Emergency Response (ESER) bond program, for the San Francisco Fire Department; and

WHEREAS, Through a competitive process, the San Francisco Public Works has selected RossDrulisCusenbery Architecture, Inc. (RDC), as a professional design firm possessing the special expertise, qualifications, and experience to provide design professional services for the new FTF project; and

WHEREAS, San Francisco Public Works wishes RDC to proceed with professional services to perform design and construction administration services for a total Agreement amount not to exceed $14,085,186; now, therefore, be it

RESOLVED, That the Board of Supervisors does hereby approve award and modification of the professional design services agreement between the City and County of San Francisco, by San Francisco Public Works, and RDC, for the new SFFD Fire Training Facility, for an Agreement amount not to exceed $14,085,186; and, be it

FURTHER RESOLVED, That within thirty (30) days of the agreement being fully executed by all parties, Public Works shall provide the final contract to the Clerk of the Board for inclusion into the official file.

City and County of San Francisco
Tails
Resolution

City Hall
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102-4689

File Number: 230939 **Date Passed:** September 26, 2023

Resolution authorizing the Director of Public Works to execute a professional services agreement with RossDrulisCusenbery Architecture, Inc. for the design of the new San Francisco Fire Department (SFFD) Fire Training Facility under the Earthquake Safety and Emergency Response bond program, not to exceed $14,085,186 with a term of five years with options to extend the term for another two years, upon the full execution of the contract and once funding has been certified.

September 20, 2023 Budget and Finance Committee - AMENDED, AN AMENDMENT OF THE WHOLE BEARING NEW TITLE

September 20, 2023 Budget and Finance Committee - RECOMMENDED AS AMENDED

September 26, 2023 Board of Supervisors - ADOPTED

Ayes: 11 - Chan, Dorsey, Engardio, Mandelman, Melgar, Peskin, Preston, Ronen, Safai, Stefani and Walton

File No. 230939

I hereby certify that the foregoing Resolution was ADOPTED on 9/26/2023 by the Board of Supervisors of the City and County of San Francisco.

Angela Calvillo
Clerk of the Board

London N. Breed
Mayor

9/28/23
Date Approved

Docusign Envelope ID: 1786DAA3-1ACC-4002-AD49-1F0D69B4E815

Carla Short, Director | Director's Office
carla.short@sfdpw.org | T. 628.271.3078 | 49 South Van Ness Ave. Suite 1600, San Francisco, CA 94103

NOTICE OF ASSIGNMENT AND ASSUMPTION

Date:	October 1, 2024
Assignor:	RossDrulisCusenbery Architecture, Inc. (RDC)
Assignee:	**DLR Group, Inc. A California Corporation** 18294 Sonoma Highway Sonoma, CA 95476
Contract ID:	1000020844 (previously 1000026403)
Contract Title:	Executive Architect for a New Fire Training Facility
Contract Amount:	$11,134,520.38
Contract Sum Certified:	$7,519,701.38
Contract Term:	October 31, 2023 – October 28, 2028
Purchase Order No:	0000869943

Carla Short
Director of Public Works

DocuSigned by:
Alex Burns
0F0786BF7044402...

By: Alexander Burns
Contract Administration Manager

Ec: DLR Group: Michael Ross; Tina Harris-Henderson
SF Public Works: Scott Moran
Contract Monitoring Division: Queena Chen
Accounting: Michelle Huang

Att: Notice of Assignment and Assumption Package

Docusign Envelope ID: 1786DAA3-1ACC-4002-AD49-1F0D69B4E815

City and County of San Francisco
San Francisco Public Works
49 South Van Ness Ave.
San Francisco, CA 94103

ASSIGNMENT AND ASSUMPTION AGREEMENT

Executive Architect for a New Fire Training Facility

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT ("Assignment ") is made as of May 28, 2024, in San Francisco, California, by and between RossDrulisCusenbery Architecture, Inc., a corporation duly organized and existing under the laws of California with its principal office in Sonoma ("Assignor"), DLR Group, Inc., a California Corporation, with its principal office in San Francisco ("Assignee"), and City and County of San Francisco, a municipal corporation ("City").

Recitals

WHEREAS, Assignor is a party to the Agreement (as defined below); and

WHEREAS, Assignor desires to transfer the Agreement, and Assignee desires to assume the Agreement, each on the terms and conditions set forth herein; and

WHEREAS, Assignor warrants that Assignee is able to fully perform all obligations that may exist under the Agreement, and

WHEREAS, Assignee warrants that it is able to fully perform all obligations that may exist under the Agreement, and

WHEREAS, It is consistent with the City's interest to recognize the Assignee as the successor party to the Agreement, and

WHEREAS, the City consents to the transfer of the Agreement based on Assignor's warranties stated herein and under the terms below.

NOW, THEREFORE, in consideration of the promises and the mutual covenants contained in this Assignment, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Assignor and Assignee agree as follows:

Article 1 Definitions

The following definitions apply to this Assignment:

1.1 "Agreement" means the agreement dated October 5, 2023, between Assignor and City and County of San Francisco, a municipal corporation. The Agreement and any amendments or modifications are attached to this Assignment as Appendix A and Assignee confirms that terms of the Agreement, including pricing, will remain unchanged.

1.2 "Effective Date" means February 1, 2024.

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1.3 **San Francisco Labor and Employment Code.** As of January 4, 2024, San Francisco Administrative Code Chapters 21C (Miscellaneous Prevailing Wage Requirements), 12B (Nondiscrimination in Contracts), 12C (Nondiscrimination in Property Contracts), 12K (Salary History), 12P (Minimum Compensation), 12Q (Health Care Accountability), 12T (City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions), and 12U (Sweatfree Contracting) are redesignated as Articles 102 (Miscellaneous Prevailing Wage Requirements), 131 (Nondiscrimination in Contracts), 132 (Nondiscrimination in Property Contracts), 141 (Salary History), 111 (Minimum Compensation), 121 (Health Care Accountability), 142 (City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions), and 151 (Sweatfree Contracting) of the San Francisco Labor and Employment Code, respectively. Wherever this Agreement refers to San Francisco Administrative Code Chapters 21C, 12B, 12C, 12K, 12P, 12Q, 12T, and 12U, it shall be construed to mean San Francisco Labor and Employment Code Articles 102, 131, 132, 141, 111, 121, 142, and 151, respectively.

1.4 Other terms used and not defined in this Assignment shall have the meanings assigned to such terms in the Agreement.

Article 2 Transfer of Agreement

2.1 **Transfer.** Assignor hereby assigns, transfers and conveys to Assignee all of Assignor's rights, title, and interest in and to the Agreement and all of Assignor's duties and obligations thereunder that will arise on or after the Effective Date.

2.2 **Acceptance.** Assignee hereby accepts the transfer and conveyance set forth in Article 2.1 and agrees to perform all of Assignor's duties and obligations under the Agreement that will arise on or after the Effective Date.

2.3 **Rights to Enforce**. Subject to the terms of the Agreement, this Assignment shall be binding upon, and inure to the benefit of, the parties hereto and their successors and transferees. Nothing in this Assignment, whether express or implied, shall be construed to give any person or entity (other than City and the parties hereto and their respective successors and Assignees) any legal or equitable right, remedy or claim under or in respect of this Assignment or any covenants, conditions or provisions contained herein.

2.4 **Consent of City.** Assignor and Assignee acknowledge that the prior written consent of City to this Assignment is required under the terms of the Agreement. The City consents to the transfer described in this Article 2 based on the evidence provided below, which indicates that Assignee is able to fully perform all obligations that may and will exist under the Agreement. All the evidence is attached to this Assignment as Appendix B.

2.4.1 An authenticated copy of instrument effecting the transaction between the Assignor and Assignee, together with attorney opinion letters with a statement that the transaction was properly affected under the applicable state law.

2.4.2 A signed and authenticated document or excerpts of a document describing the proposed transaction, which precisely describes the specifics of the transactional relationship, including the description of all the transfers of the assets used to perform the Agreement, between the Transferor and Transferee;

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2.4.3 Certified copies of Board Resolutions and Stockholders Meetings Minutes authorizing and approving transfer of assets, both for the Transferor and Transferee.

2.4.4 An authenticated copy of the Transferee's certificate and articles of incorporation.

2.5 **Successor.** The City recognizes the Assignee as the Assignor's successor in interest in and to the Agreement. The Assignee by this Assignment becomes liable for all responsibilities and entitled to all rights, titles, and interests of the Assignor in and to the Agreement that will arise on or after the Effective Date. The City will treat the Assignee as if the Assignee were the original party to the Agreement. Following the Effective Date of this Assignment, the term "Contractor," as used in the Agreement, shall refer to the Assignee. The Agreement shall remain in full force and effect, except as modified by this Assignment. Each party has executed this Assignment as of the day and year first above written.

2.6 **Further Assurances.** From and after the date of this Assignment, Assignor and Assignee agree to do such things, perform such acts, and make, execute, acknowledge and deliver such documents as may be reasonably necessary or proper and usual to complete the conveyance contemplated by this Assignment or as may be required by City.

Article 3 Obligations and Liabilities

3.1 **Transfer, Waiver, and Assumption.** The Assignor confirms the transfer to the Assignee, and waives any claims and rights against the City that it now has or may have in the future in connection with the Agreement. The Assignee agrees to be bound by and to perform the Agreement in accordance with the conditions contained therein. The Assignee also assumes all obligations and liabilities of, and all claims against, the Assignor under the Agreement as if the Assignee were the original party to the Agreement. The Assignee ratifies all previous actions taken by the Assignor with respect to the Agreement, with the same force and effect as if the action has been taken by the Assignee. Except as expressly provided in this Assignment, nothing in it shall be construed as a waiver of any rights of the City against the Assignor.

3.2 **Past Payments.** All payments and reimbursements previously made by City to the Assignor, and all other previous actions taken by City under the Agreement, shall be considered to have discharged those parts of City's obligations thereunder. All payments and reimbursements made by City after the date of this Assignment in the name of or to the Assignor shall have the same force and effect as if made to the Assignee, and shall constitute a complete discharge of City's obligations under the Agreement, to the extent of the amounts paid or reimbursed. The Assignor and the Assignee agree and confirm that City is not obligated to pay or reimburse either of them for, or otherwise give effect to, any costs, taxes, or other expenses, or any related increases, directly or indirectly arising out of or resulting from the transfer of this Assignment, other than those that City in the absence of this transfer would have been obligated to pay or reimburse under the terms of the Agreement.

3.3 **Future Obligations.** The Assignor guarantees payment of all liabilities and the performance of all obligations that the Assignee: (i) assumes under this Assignment; or (ii) may undertake in the future should this Assignment be modified pursuant to the Contract's terms and conditions. The Assignor waives notice of, and consents to, any such future modifications.

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Further transfers of the liabilities under the Agreement done by the Assignee and agreed upon by City do not release the Assignor from its guarantee.

3.4 **No Release of Assignor.** Neither this Assignment, nor the consent of City, shall release Assignor in whole or in part from any of its obligations or duties under the Agreement if Assignee fails to perform or observe any such obligation or duty. Assignor has entered into this Assignment and obtained such consent of City based solely upon Assignor's independent investigation of Assignee's financial condition and ability to perform under the Agreement, and Assignor assumes full responsibility for obtaining and sharing with City any further information with respect to Assignee or the conduct of its business after the date of this Assignment. Assignor waives any right to require City to (i) proceed against any person or entity including Assignee, (ii) proceed against or exhaust any security now or hereafter held in connection with the Contract, or (iii) pursue any other remedy in City's power. Assignor waives any defense arising by reason of any disability or other defense of Assignee or any other person, or by reason of the cessation from any cause whatsoever of the liability of Assignee or any other person. Assignor shall not have and hereby waives any right of subrogation to any of the rights of City against Assignee or any other person and Assignor waives any right to enforce any remedy of Assignor against Assignee or against any other person unless and until all obligations to City under the Agreement and this Assignment have been paid and satisfied in full. Assignor waives any benefit of any right to participate in any collateral or security whatsoever now or hereafter held by City with respect to the obligations under the Agreement.

Article 4 Insurance and Indemnification

4.1 **Insurance Certificates.** For this Assignment to be effective, Assignee shall provide to City insurance certificates and endorsements for the identical type and amount of coverage currently required under the Agreement.

4.2 **City.** Assignor and Assignee shall, to the fullest extent permitted by law, indemnify, defend and protect City, and hold City harmless from and against any and all liabilities, losses, damages, claims, costs or expenses (including attorneys' fees) arising out of Assignor and/or Assignee's failure to comply with any term or obligation of this Assignment or the Agreement. Defense obligations under this Section 4.2 shall be provided immediately following a tender of defense.

4.3 **Assignor**. Assignor shall indemnify, defend and protect Assignee, and hold Assignee harmless from and against, any and all liabilities, losses, damages, claims, costs or expenses (including attorneys' fees) arising out of (i) any failure of Assignor to convey its interest pursuant to Article 2, free and clear of all third-party liens, claims or encumbrances or (ii) any breach by Assignor of the Agreement or any other failure to perform or observe any of the duties or obligations of Assignor thereunder, to the extent such breach or failure arises prior to the Effective Date.

4.4 **Assignee**. Assignee shall indemnify, defend and protect Assignor, and hold Assignor harmless from and against, any and all liabilities, losses, damages, claims, costs or expenses (including attorneys' fees) arising out of any breach by Assignee of the Agreement or any other failure to perform or observe any of the duties or obligations thereunder assumed by Assignee pursuant to this Assignment.

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Article 5 General Provisions

5.1 **Governing Law**. This Assignment shall be governed by the laws of the State of California, without regard to its conflict of laws principles.

5.2 **Headings**. All Section headings and captions contained in this Assignment are for reference only and shall not be considered in construing this Assignment.

5.3 **Notices**. All notices, consents, directions, approvals, instructions, requests and other communications regarding this Assignment or the Agreement shall be in writing, shall be addressed to the person and address set forth below and shall be (i) deposited in the U.S. mail, first class, certified with return receipt requested and with appropriate postage, (ii) hand delivered or (iii) sent via email with a return receipt. All communications sent in accordance with this Section shall become effective on the date of receipt. From time-to-time Assignor, Assignee or City may designate a new address for purposes of this Section by notice to the other signatories to this Assignment.

To City:	**Scott Moran** Project Manager San Francisco Public Works 49 South Van Ness, 10th Floor San Francisco, CA 94103 Scott.Moran@sfdpw.org
To Assignor:	**Michael B. Ross, AIA** Architect | Principal RossDrulisCusenbery Architecture, Inc. (RDC) 18294 Sonoma Highway Sonoma, CA 95476 mross@rdcarchitecture.com
To Assignee:	**Michael B. Ross, AIA** Architect | Principal DLR Group, Inc. a California Corporation 18294 Sonoma Highway Sonoma, CA 95476 235 Montgomery Street, Suite 350 San Francisco, CA 94104 mross@dlrgroup.com; (707) 996-8448

5.4 **Entire Agreement.** This Assignment sets forth the entire agreement between Assignor and Assignee relating to the Agreement and supersedes all other oral or written provisions.

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5.5 **Severability.** Should the application of any word, phrase, clause, sentence, paragraph and/or provision of this Assignment to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (i) the validity of other words, phrases, clauses, sentences, paragraphs and/or provisions of this Assignment shall not be affected or impaired thereby and (ii) such words, phrases, clauses, sentences, paragraphs and/or provisions shall be enforced to the maximum extent possible so as to effect the intent of Assignor, Assignee and City.

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IN WITNESS WHEREOF, Assignor and Assignee have each duly executed this Assignment as of the date first referenced above.

ASSIGNOR

RossDrulisCusenbery Architecture, Inc.
Supplier ID: 0000006577

Signed by: Michael B. Ross C87602EB3DDE421...
By Michael B. Ross 9/12/2024 | 9:24:19 AM PDT

Title: Executive Principal

ASSIGNEE

DLR Group, Inc. A California Corporation
Supplier ID: 0000055245

Signed by: Michael B. Ross C87602EB3DDE421...
By: Michael B. Ross 9/12/2024 | 9:24:19 AM PDT

Title: Executive Principal

City hereby consents to the assignment and assumption described in Article 2 of this Assignment.

Recommended by:

San Francisco Public Works

DocuSigned by: Scott Moran FE3C593BBCD24B7...
9/12/2024 | 9:26:53 AM PDT
Scott Moran
Project Manager

DocuSigned by: Ronald Alameida 4211CB1699C5486...
9/16/2024 | 7:27:37 AM PDT
Ronald Alameida
Deputy Director

DocuSigned by: 073CF73A4EA6486...
9/17/2024 | 10:01:09 AM PDT
Carla Short
Director

Approved as to Form:

David Chiu
City Attorney

By: Signed by: Yadira Taylor B8A6D1C5734C4DE...
9/16/2024 | 10:38:43 AM PDT
Yadira Taylor
Deputy City Attorney

Attached:
Appendix A: Agreement
Appendix B: Documentation of Transfer

Docusign Envelope ID: 1786DAA3-1ACC-4002-AD49-1F0D69B4E815

Appendix A
Agreement

The Agreement dated October 5, 2023, between the Contractor and the City, is amended by the First Modification, dated July 22, 2024, as attached on the following pages.

Docusign Envelope ID: 1786DAA3-1ACC-4002-AD49-1F0D69B4E815

Carla Short, Interim Director | Director's Office
carla.short@sfdpw.org | T. 628.271.3078 | 49 South Van Ness Ave. Suite 1600, San Francisco, CA 94103

NOTICE TO PROCEED

Date:	October 31, 2023
Contractor:	RossDrulisCusenbery Architecture, Inc. (RDC) 18294 Sonoma Highway Sonoma, CA 95476 Supplier ID: 0000006577
PW Order No.:	206,986
Contract ID:	1000026403
Contract Title:	Architectural and Engineering Team led by an Executive Architect for a New Fire Training Facility
Contract Sum:	$12,147,579.00
Certified Contract Sum:	$8,532,760.00
Contract Term:	October 31, 2023 – October 28, 2028
Purchase Order No:	0000775010

Carla Short
Interim Director of Public Works

DocuSigned by:
Bruce Robertson
62309309AB81447...
10/31/2023 | 3:29:59 PM PDT

By: Bruce Robertson, Deputy Director
Financial Management and Administration

Ec: RDC, Michael Ross
Public Works: Scott Moran

Att: Fully Executed Agreement; PW Order No. 206,986

Docusign Envelope ID: 1786DAA3-1ACC-4002-AD49-1F0D69B4E815

San Francisco Public Works
General – Director's Office
49 South Van Ness Ave., Suite 1600
San Francisco, CA 94103
(628) 271-3160 www.SFPublicWorks.org

Public Works Order No: 206986

CITY AND COUNTY OF SAN FRANCISCO
SAN FRANCISCO PUBLIC WORKS
AWARD OF CONTRACT

Contract ID: 1000026403

Contractor: RossDrulisCusenbery Architecture, Inc.
18294 Sonoma Highway
Sonoma, CA 95476

RossDrulisCusenbery Architecture, Inc. has been awarded a contract contingent upon approval by the Board of Supervisors as the **Executive Architect** to lead an **Architectural and Engineering Team for a New Fire Training Facility.**

Total Contract Amount shall not exceed **$17,000,000**. The contract duration shall have an original term of five (5) years. The City, at its sole and absolute discretion, shall have options to extend the term for a total of seven (7) years. Payment will be made upon submission of approved invoices based upon work performed satisfactorily.

Contractor shall indemnify, to name as additional insureds, and hold harmless the City & County of San Francisco, its officers, its agents and employees. Contractor shall also furnish certificates of insurance directly protecting himself, any subcontractors and the City of County of San Francisco as follows:

Commercial General Liability (Bodily injury and property damage) – $1M Single Limit/ $2M General Aggregate
Commercial Automobile Liability (Bodily injury and property damage) – $1M Single limit
Workers' Compensation; Employers Liability – $1M per Claim
Professional Liability – $12M per Claim

Board of Supervisors Approval: Pursuant to Sec.9118 (b), the contract amount of more than ten million is contingent upon the approval of Board of Supervisors, by resolution.

San Francisco Public Works shall issue a Notice to Proceed authorizing the Consultant to begin work. The Notice to Proceed will be issued upon the full execution of the contract and once funding has been certified.

Funding Source: Fund ID: 15514 | Dept ID: 229787 | Authority ID: 21566 | Project ID: 10037583 | Account ID: 527010

DISTRIBUTION: Michael B. Ross (mross@rdcarchitecture.com), RDC; Charles Higueras (Charles.Higueras@sfdpw.org), Kelly Griffin (kelly.griffin@sfdpw.org) Allison Chan (allison.n.chan@sfdpw.org); Selormey Dzikunu Contract Monitoring Division (Selormey.Dzikunu@sfgov.org); San Francisco Public Library (SFDocs@sfpl.org); Office of Economic and Workplace Development (employer.services@sfgov.org; Lowell.Rice@sfgov.org)

X DocuSigned by: Alameida, Ronald 4211CB1699C5486...
Alameida, Ronald
Deputy Director & City Architect

X DocuSigned by: Bruce Robertson 63398308AB81447...
Robertson, Bruce
Deputy Director, Finance & Administration

Docusign Envelope ID: 1786DAA3-1ACC-4002-AD49-1F0D69B4E815

X DocuSigned by:
073CF73A4EA6486...

Short, Carla
Interim Director of Public Works

Docusign Envelope ID: 1786DAA3-1ACC-4002-AD49-1F0D69B4E815

City and County of San Francisco
San Francisco Public Works
49 South Van Ness, Suite 1600
Sa Francisco, CA 94103

Agreement between the City and County of San Francisco

and

RossDrulisCusenbery Architecture, Inc. (RDC)

Architectural and Engineering Team Led by an Executive Architect for a New Fire Training Facility

This Agreement is made this 5th day of October 2023, in the City and County of San Francisco ("City"), State of California, by and between RossDrulisCusenbery Architecture, Inc. [RDC] ("ARCHITECT") and City.

Recitals

WHEREAS the **San Francisco Public Works** ("Department") wishes to render professional services in connection with design and construction of a fire training facility from Consultant; and

WHEREAS Consultant represents that it is qualified to perform the Services required by City as set forth under this Agreement; and

WHEREAS Consultant was competitively selected pursuant to Sourcing Event ID 0000005905 as required by San Francisco Administrative Code Chapter 6.40 through a Request for Qualifications ("RFQ") issued on August 6, 2021; and

WHEREAS the Department issued an award of contract Public Works Order **206,986** dated effective **August 31, 2022;** and

WHEREAS this is a contract for Services and there is a **20%** Local Business Entity ("LBE") subcontracting participation requirement with respect to the Services, as defined further herein; and

WHEREAS approval for the Agreement was obtained on March 20, 2023, from the Civil Service Commission under PSC number 47357-22/23; and

WHEREAS the City's Board of Supervisors approved this Agreement by Resolution Number 444-23 on September 26, 2023.

Now, THEREFORE, the parties agree as follows:

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Article 1 Definitions

The following definitions apply to this Agreement:

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

1.2 "Advise" means "make recommendations to"

1.3 "Agreement" means this contract document, including all attached appendices, and all applicable City Ordinances and Mandatory City Requirements specifically incorporated into this Agreement by reference as provided herein.

1.4 "Appropriate Authorities" refers to any 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 San Francisco Art Commission and related committees (including the Civic Design Review Committee and the Visual Arts Committee), San Francisco Department of Building Inspection, San Francisco Fire Department, State Fire Marshal, the San Francisco Department of Public Works, the San Francisco Redevelopment Agency (currently known as Office Community Investment and Infrastructure (OCII), and other entities as The City may designate.

1.5 "Authorization" means the direction of The City properly executed by The City's Program Director or Project Manager and, if involving the expenditure of funds, certified by The City.

1.6 "Basic Services" means the services described in Appendix A that the Consultant is required to provide in return for the Compensation set forth in Appendix B below.

1.7 "BIM" means a Building Information Model (BIM) that is a digital representation of physical and functional characteristics of a facility. As such it serves as a shared knowledge resource for information about a facility forming a reliable basis for decisions during its life cycle from inception onward.

1.7.1 Design BIM means a Building Information Model developed and maintained by the Consultant for the purpose of developing the design.

1.7.2 CM BIM means a Building Information Model developed and maintained by the CM/GC as a tool to support collaboration and construction management.

1.7.3 As-Planned BIM means a Building Information Model that is continuously updated to reflect changes in the design.

1.7.4 As-Designed BIM means a Building Information Model that reflects the Project design at the end of Construction Document phase.

1.7.5 As-Built BIM means a Building Information Model that reflects the Project as constructed.

1.8 "BOA" means Bureau of Architecture means San Francisco Public Works, Building Design & Construction Division for the City and County of San Francisco.

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1.9 "BOLA" means Bureau of Landscape Architecture means San Francisco Public Works, Building & Design Construction Division for the City and County of San Francisco.

1.10 "City" or "the City" means the City and County of San Francisco, a municipal corporation, acting by and through its San Francisco Public Works.

1.11 "CMD" means the Contract Monitoring Division of the City.

1.12 "Confidential Information" means confidential City information including, but not limited to, personally-identifiable information ("PII"), protected health information ("PHI"), or individual financial information (collectively, "Proprietary or Confidential Information") that is subject to local, state or federal laws restricting the use and disclosure of such information, including, but not limited to, Article 1, Section 1 of the California Constitution; the California Information Practices Act (Civil Code § 1798 et seq.); the California Confidentiality of Medical Information Act (Civil Code § 56 et seq.); the federal Gramm-Leach-Bliley Act (15 U.S.C. §§ 6801(b) and 6805(b)(2)); the privacy and information security aspects of the Administrative Simplification provisions of the federal Health Insurance Portability and Accountability Act (45 CFR Part 160 and Subparts A, C, and E of part 164); and San Francisco Administrative Code Chapter 12M (Chapter 12M).

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

1.14 "Contractor" or "Consultant" means **RossDrulisCusenbery Architecture, Inc. (RDC), the Architect under this agreement with The City to provide architectural, engineering, or other professional design services; 18294 Sonoma Highway, Sonoma, CA 95476.**

1.15 "Construction Documents" include plans and drawings, specifications, general conditions and special and/or supplementary general conditions, information for bidders, accepted bid proposals, accepted value engineering proposals, addenda, and any other documents developed to set forth in detail all aspects of the design, function and construction of the Project sufficient for a Consultant to price and build the Project.

1.16 "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 Subconsultants will, among other things, perform pre-construction and construction phase services including design assistance and review. 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 Consultant's responsibilities under its Agreement with the City. The Consultant may communicate directly with the CM/GC, but the Consultant shall promptly copy the City on 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 Consultant 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. This mode of contracting is also described in §6.68 of the San Francisco Administrative Code.

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1.17 "Controller" means the City's Controller's Office, as applicable.

1.18 "Deliverables" means Consultant's work product resulting from the Services provided by Consultant to City during the course of Consultant's performance of the Agreement, including without limitation, the work product described in the "Scope of Services" attached as Appendix A.

1.19 "Drawing Set" means the design and/or construction documents that the Consultant is required to submit to the City, including the following:

1.19.1 Program Validation Documents, 100% Conceptual Design Documents,

1.19.2 50% and 100% Schematic Design Documents

1.19.3 Design Development Phase: 50%, 100% (final submittals): Drawing set, BIM files, specifications with sufficient detail for cost estimating purposes, reports, schedules and other written documents.

1.19.4 Construction Documents Phase: 50%, 95% and final submittals: Drawing set, BIM files, specifications, reports, schedules, and other written documents.

1.19.5 Construction Bid Phase: Drawing set, BIM files, specifications, reports, schedules, accepted Value Engineering proposal integrated into design documents and other written documents.

1.19.6 Construction Administration Phase: All documents including RFIs' substitution requests, submittals, shop drawings and other documents.

1.19.7 CAD drawings shall be provided in AutoCAD 2020 and Building Information Modeling on Autodesk Revit Building Suite 2023, or other software approved by the City.

1.19.8 Written documents, spreadsheets, and cost estimates on Microsoft Office Suite 2010 (Word and Excel).

1.19.9 Drawing sets in PDF and DWG format; Revit Project files in RVT format.

1.19.10 Schedules in Microsoft Project 2016.

1.19.11 Audiovisual presentations in Microsoft PowerPoint.

1.19.12 Image files in JPG, GIF, PICA, TIFF, and BMP formats. These images shall be made available in any storage format selected by the City.

1.19.13 Presentation Boards: mounted on foam board, gator board, or eco-friendly rigid display board as requested by the City.

1.19.14 Models: In Plexiglas, wood or other material requested by the City, painted and mounted on wooden base with Plexiglas cover

1.20 "Effective Date" means the date upon which the City's Controller certifies the availability of funds for this Agreement as provided in Article 3.1.

1.21 "Executive Architect" means, RossDrulisCusenbery Architecture, Inc. (RDC). The role of the Executive Architect is to holistically and collaboratively produce the design and contract documents for the scope specifically assigned to Consultant and coordinate and

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incorporate the architecture and engineering services produced by the CM/GC, BOA and BOLA into the Contract Documents.

1.22 "FTF" refers to San Francisco Fire Department Fire Training Facility.

1.23 "FFE" means Furniture, Fixtures, and Equipment that have no permanent connection and/or integration into the structure or building.

1.24 "Mandatory City Requirements" means those City laws set forth in the San Francisco Municipal Code, including the duly authorized rules, regulations, and guidelines implementing such laws that impose specific duties and obligations upon Consultant.

1.25 "Party" and "Parties" means the City and Consultant either collectively or individually.

1.26 "Program Director (PD)" and "Project Manager (PM)" refers to the persons who the City has designated, in writing, as the persons with authority to act on behalf of the City with respect to this Agreement and the Project.

1.27 "Project Manager (PM)" refers to the person designated in writing by the Consultant and accepted by the City to make decisions on behalf of the Consultant, to commit the resources of the Consultant and all its sub consultants, and to direct, coordinate and control the Consultant and its entire team in providing all the services required under this Agreement.

1.28 "Proposal" means the Consultant's response to the City's Request for Qualifications for design professional services for the Project.

1.29 "Quality Assurance/Quality Control (QA/QC)" means the Quality Assurance/Quality Control Plan to be used throughout the design process for the Project. The QA/QC Plan is developed to facilitate delivery of Project documents that are technically sound, complete, and coordinated to accurately communicate the design intent and scope of the Project.

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

1.31 Scope Categories refers to the engineering, construction documentation and design responsibilities described in Appendix A, Scope of Services of the Agreement.

1.31.1 "Scope A" refers to a specific portion of the Project further defined in Appendix A of the Agreement. BOA, as Architect of Record (AOR) is solely responsible for providing design, engineering, construction documentation, bidding and construction phases for Scope A elements.

1.31.2 "Scope B" refers to the Consultant's sole responsibility for the design, engineering, construction documentation and specification of the requirements of the Fire Apparatus Building, Inservice Building, Maintenance Shops, site design and civil engineering

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and live fire and simulation training structures. Consultants provided for this work are listed in Appendix A of this Agreement.

1.31.3 "Scope C" refers to BOLA's sole responsibility for the design, engineering, construction documentation and specification of the requirements for the FTF landscape as further defined in Appendix A of the Agreement.

1.32 "Services" means the work performed by Consultant under this Agreement as specifically described in the "Scope of Services" attached as Appendix A, including all services, labor, supervision, materials, equipment, actions and other requirements to be performed and furnished by Consultant under this Agreement.

Article 2 Term of the Agreement

2.1 The term of this Agreement shall commence on the issuance date of the Notice to Proceed and expire after 1825 calendar days, unless earlier terminated as otherwise provided herein.

2.2 The City has options to renew the Agreement for up to additional two years. The City may extend this Agreement beyond the expiration date by exercising an option at the City's sole and absolute discretion and by modifying this Agreement as provided in Section 11.5, "Modification of this Agreement."

Article 3 Financial Matters

3.1 **Certification of Funds; Budget and Fiscal Provisions; Termination in the Event of Non-Appropriation**. This Agreement is subject to the budget and fiscal provisions of the City's Charter. Charges will accrue only after prior written authorization certified by the Controller, and the amount of City's obligation hereunder shall not at any time exceed the amount certified for the purpose and period stated in such advance authorization. This Agreement will terminate without penalty, liability or expense of any kind to City at the end of any fiscal year if funds are not appropriated for the next succeeding fiscal year. If funds are appropriated for a portion of the fiscal year, this Agreement will terminate, without penalty, liability or expense of any kind at the end of the term for which funds are appropriated. City has no obligation to make appropriations for this Agreement in lieu of appropriations for new or other agreements. City budget decisions are subject to the discretion of the Mayor and the Board of Supervisors. Consultant's assumption of risk of possible non-appropriation is part of the consideration for this Agreement.

THIS SECTION CONTROLS AGAINST ANY AND ALL OTHER PROVISIONS OF THIS AGREEMENT.

3.2 **Guaranteed Maximum Costs**. The City's payment obligation to Consultant cannot at any time exceed the amount certified by City's Controller for the purpose and period stated in such certification. Absent an authorized Emergency per the City Charter or applicable Code, no City representative is authorized to offer or promise, nor is the City required to honor, any offered or promised payments to Consultant under this Agreement in excess of the certified maximum amount without the Controller having first certified the additional promised amount and the Parties having modified this Agreement as provided in Section 11.5, "Modification of this Agreement."

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3.3 **Compensation.**

3.3.1 **Calculation of Charges.** Consultant shall provide an invoice to the City on a monthly basis for Services completed in the immediate preceding month, unless a different schedule is set out in Appendix B, "Calculation of Charges." Compensation shall be made for Services identified in the invoice that the Director of Public Works, in his or her sole, concludes has been satisfactorily performed. In no event shall the amount of this Agreement exceed **$12,147,579 (TWELVE MILLION, ONE HUNDRED FORTY-SEVEN THOUSAND, FIVE HUNDRED SEVENTY-NINE DOLLARS).** The breakdown of charges associated with this Agreement appears in Appendix B, "Calculation of Charges." attached hereto and incorporated by reference as in no event shall City be liable for interest or late charges for any late payments except as set forth in Administrative Code Section 6.22 (j).

3.3.2 **Payment Limited to Satisfactory Services.** Consultant is not entitled to any payments from City until Public Works approves the Services, including any furnished Deliverables, as satisfying all of the requirements of this Agreement. Payments to Consultant by City shall not excuse Consultant from its obligation to replace unsatisfactory Deliverables, including Services even if the unsatisfactory character may not have been apparent or detected at the time such payment was made. Services that do not conform to the requirements of this Agreement may be rejected by City and in such case must be replaced by Consultant without delay at no cost to the City.

3.3.3 **Withhold Payments.** If Consultant fails to provide Services in accordance with Consultant's obligations under this Agreement, the City may withhold any and all payments due Consultant until such failure to perform is cured, and Consultant shall not stop work as a result of City's withholding of payments as provided herein unless otherwise authorized in this Agreement.

3.3.4 **Invoice Format**. Invoices furnished by Consultant under this Agreement must be in a form acceptable to the Controller and City and must include a unique invoice number and a specific invoice date. Payment shall be made by City as specified in Section 11.1, "Notices to the Parties," or in such alternate manner as the Parties have mutually agreed upon in writing. All invoices must show the PeopleSoft Purchase Order ID Number, PeopleSoft Supplier Name and ID, Item numbers (if applicable), complete description of Services performed, sales/use tax (if applicable), contract payment terms and contract price. Invoices that do not include all required information or contain inaccurate information will not be processed for payment.

3.3.5 **LBE Payment and Utilization Tracking System.** If LBE Subcontracting Participation Requirements apply to a Contract awarded pursuant to this Solicitation, the Awarded Consultant shall: (a) Within three (3) business days of City's payment of any invoice to Consultant, pay LBE subconsultants as provided under Chapter 14B.7(H)(9); and (b) Within ten (10) business days of City's payment of any invoice to Consultant, confirm its payment to subconsultants using the City's Supplier Portal Payment Module, unless instructed otherwise by CMD. The Controller is not authorized to pay invoices submitted by Consultant prior to Consultant's submission of all required CMD payment information. Failure to submit all required payment information to the City's Supplier Portal Payment Module with each payment request may result in the withholding 20% of subsequent payments due. Self-Service Training is located at this link: https://sfcitypartnersfgov.org/pages/training.aspx.

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3.3.6 **Getting paid by the City for Services.**

(a) The City and County of San Francisco utilizes the Paymode-X® service offered by Bank of America Merrill Lynch to pay City Consultants. Consultant must sign up to receive electronic payments to be paid under this Agreement. To sign up for electronic payments, visit http://portal.paymode.com/city_countyofsanfrancisco.

(b) At the option of the City, Consultant may be required to submit invoices directly in the City's financial and procurement system (PeopleSoft) via eSettlement. Refer to https://sfcitypartner.sfgov.org/pages/training.aspx for more information on eSettlement. For access to PeopleSoft eSettlement, submit a request through sfemployeeportalsupport@sfgov.org.

3.3.7 **Reserved. (Grant Funded Contracts)**

3.3.8 **Subcontractor Prompt Payment.** Except as otherwise required by Chapter 14B of the Administrative Code, and consistent with the provisions of Section 6.42(f) of the Administrative Code, Contractor shall pay its subconsultant within seven calendar days after receipt of each progress payment from the City, unless otherwise agreed to in writing by both Contractor and the subcontractor. In the event that there is a good faith dispute over all or any portion of the amount due on a progress payment from Contractor to a subcontractor, the Contractor may withhold the disputed amount, but shall pay the undisputed amount. If Contractor violates the provisions of Section 6.42(f), then Contractor shall pay to the subcontractor directly the penalty specified in Section 6.42(f). This provision does not create a private right of action against the City.

3.3.9 **Payment Terms.**

(a) **Payment Due Date**: Unless City notifies the Consultant that a dispute exists, Payment shall be made within **30** calendar days, measured from (1) the rendering of services or (2) the date of receipt of the invoice, whichever is later. Payment is deemed to be made on the date on which City has issued a check to Consultant or, if Consultant has agreed to electronic payment, the date on which City has posted electronic payment to Consultant.

(b) **Reserved. (Payment Discount Terms)**

3.4 **Audit and Inspection of Records.** Consultant agrees to maintain and make available to the City, during regular business hours, accurate books and accounting records relating to its Services. Consultant will permit City to audit, examine and make excerpts and transcripts from such books and records, and to make audits of all invoices, materials, payrolls, records or personnel and other data related to all other matters covered by this Agreement, whether funded in whole or in part under this Agreement. Consultant shall maintain such data and records in an accessible location and condition for a period of not less than five years after final payment under this Agreement or until after final audit has been resolved, whichever is later. The State of California or any Federal agency having an interest in the subject matter of this Agreement shall have the same rights as conferred upon City by this Section. Consultant shall include the same audit and inspection rights and record retention requirements in all subcontracts.

3.5 **Submitting False Claims.** Pursuant to Article V of Chapter 6 of the Administrative Code, any Consultant, subconsultant, supplier, consultant or subconsultant who submits a false claim may be subject to monetary penalties, investigation and prosecution and

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may be declared an irresponsible bidder or an unqualified consultant and debarred as set forth in that Article. A Consultant, subconsultant, supplier, consultant or sub consultant will be deemed to have submitted a false claim to the City if the Consultant, subconsultant, supplier, consultant or subconsultant: (a) knowingly presents or causes to be presented to an officer or employee of the City a false claim or request for payment or approval; (b) knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by the City; (c) conspires to defraud the City by getting a false claim allowed or paid by the City; (d) knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the City; or (e) is a beneficiary of an inadvertent submission of a false claim to the City, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the City within a reasonable time after discovery of the false claim.

3.6 **Reserved (Payment of Prevailing Wages)**

Article 4 Services and Resources

4.1 **Services Consultant Agrees to Perform.** Consultant agrees to perform the Services stated in Appendix A, "Scope of Services." Officers and employees of the City are not authorized to request, and the City is not required to reimburse the Consultant for, Services beyond the Scope of Services listed in Appendix A, unless Appendix A is modified as provided in Section 11.5, "Modification of this Agreement."

4.2 **Personnel**

4.2.1 **Qualified Personnel**. Consultant shall utilize only competent personnel under the supervision of, and in the employment of, Consultant (or Consultant's authorized subconsultants) to perform the Services. Consultant will comply with City's reasonable requests regarding assignment and/or removal of personnel, but all personnel, including those assigned at City's request, must be supervised by Consultant. Consultant shall commit adequate resources to allow timely completion within the project schedule specified in this Agreement.

4.3 **Subcontracting.**

4.3.1 Consultant may subcontract portions of the Services only upon prior written approval of City, which approval shall not be unreasonably withheld. Consultant is responsible for its subconsultants throughout the course of the work required to perform the Services. All Subcontracts must incorporate the terms of Article 10 "Additional Requirements Incorporated by Reference" of this Agreement, unless inapplicable. Neither Party shall, on the basis of this Agreement, contract on behalf of, or in the name of, the other Party. Any agreement made in violation of this provision shall be null and void.

4.3.2 City's execution of this Agreement constitutes its approval of the subconsultants listed in **Attachment 3, Key Personnel and Subconsultants.**

4.4 **Independent Consultant; Payment of Employment Taxes and Other Expenses.**

4.4.1 **Independent Consultant**. For the purposes of this Section 4.4, "Consultant" shall be deemed to include not only Consultant, but also any agent or employee of Consultant. Consultant acknowledges and agrees that at all times, Consultant or any agent or

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employee of Consultant shall be deemed at all times to be an independent Consultant and is wholly responsible for the manner in which it performs the services and work requested by City under this Agreement. Consultant, its agents, and employees will not represent or hold themselves out to be employees of the City at any time. Consultant or any agent or employee of Consultant 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. Consultant or any agent or employee of Consultant is liable for the acts and omissions of itself, its employees and its agents. Consultant 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 Consultant's performing services and work, or any agent or employee of Consultant providing same. Nothing in this Agreement shall be construed as creating an employment or agency relationship between City and Consultant or any agent or employee of Consultant. Any terms in this Agreement referring to direction from City shall be construed as providing for direction as to policy and the result of Consultant's work only, and not as to the means by which such a result is obtained. City does not retain the right to control the means or the method by which Consultant performs work under this Agreement. Consultant agrees to maintain and make available to City, upon request and during regular business hours, accurate books and accounting records demonstrating Consultant's compliance with this Section. Should City determine that Consultant, or any agent or employee of Consultant, is not performing in accordance with the requirements of this Agreement, City shall provide Consultant with written notice of such failure. Within five (5) business days of Consultant's receipt of such notice, and in accordance with Consultant policy and procedure, Consultant shall remedy the deficiency. Notwithstanding, if City believes that an action of Consultant, or any agent or employee of Consultant, warrants immediate remedial action by Consultant, City shall contact Consultant and provide Consultant in writing with the reason for requesting such immediate action.

4.4.2 **Payment of Employment Taxes and Other Expenses**. Should City, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Division, or both, determine that Consultant 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 Consultant 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 Consultant for City, upon notification of such fact by City, Consultant shall promptly remit such amount due or arrange with City to have the amount due withheld from future payments to Consultant under this Agreement (again, offsetting any amounts already paid by Consultant which can be applied as a credit against such liability). A determination of employment status pursuant to this Section 4.4 shall be solely limited to the purposes of the particular tax in question, and for all other purposes of this Agreement, Consultant shall not be considered an employee of City. Notwithstanding the foregoing, Consultant agrees to indemnify and save harmless City and its officers, agents and employees from, and, if requested, shall defend them against any and all claims, losses, costs, damages, and expenses, including attorneys' fees, arising from this Section.

4.5 **Assignment.** The Services to be performed by Consultant are personal in character. Neither this Agreement, nor any duties or obligations hereunder, may be directly or

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indirectly assigned, novated, hypothecated, transferred, or delegated by Consultant, or, where the Consultant is a joint venture, a joint venture partner, (collectively referred to as an "Assignment") unless first approved by City by written instrument executed and approved in the same manner as this Agreement in accordance with the Administrative Code. The City's approval of any such Assignment is subject to the Consultant demonstrating to City's reasonable satisfaction that the proposed transferee is: (i) reputable and capable, financially and otherwise, of performing each of Consultant's obligations under this Agreement and any other documents to be assigned, (ii) not forbidden by applicable law from transacting business or entering into contracts with City; and (iii) subject to the jurisdiction of the courts of the State of California. A change of ownership or control of Consultant or a sale or transfer of substantially all of the assets of Consultant shall be deemed an Assignment for purposes of this Agreement. Consultant shall immediately notify City about any Assignment. Any purported Assignment made in violation of this provision shall be null and void.

4.6 **Reserved. (Warranty)**

4.7 **Reserved. (Liquidated Damages)**

Article 5 Insurance and Indemnity

5.1 **Insurance.**

5.1.1 **Required Coverages.** Without in any way limiting Consultant's liability pursuant to the "Indemnification" section of this Agreement, Consultant must maintain in force, during the full term of the Agreement, insurance in the following amounts and coverages:

(a) Commercial General Liability Insurance with limits not less than **$1,000,000** each occurrence and **$2,000,000** general aggregate for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations.

(b) Commercial Automobile Liability Insurance with limits not less than **$1,000,000** each occurrence, "Combined Single Limit" for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.

(c) Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than **$1,000,000** each accident, injury, or illness.

(d) Professional Liability Insurance, applicable to Consultant's profession, with limits not less than **$10,000,000** for each claim excepting for sub consultants whose minimum professional liability coverage shall be with respect to negligent acts, errors or omissions in connection with the Services.

(e) **Reserved. (Technology Errors and Omissions Coverage)**

(f) **Reserved. (Cyber and Privacy Insurance)**

(g) **Reserved. (Pollution Liability Insurance)**

5.1.2 **Additional Insured Endorsements**

(a) The Commercial General Liability policy must be endorsed to name as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees.

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(b) The Commercial Automobile Liability Insurance policy must be endorsed to name as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees.

(c) **Reserved. (Pollution Auto Liability Insurance Additional Insured Endorsement)**

5.1.3 **Waiver of Subrogation Endorsements**

(a) The Workers' Compensation policy(ies) shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Consultant, its employees, agents and subconsultants.

5.1.4 **Primary Insurance Endorsements**

(a) The Commercial General Liability policy shall provide 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 the insurance applies separately to each insured against whom claim is made or suit is brought.

(b) The Commercial Automobile Liability Insurance policy shall provide 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 the insurance applies separately to each insured against whom claim is made or suit is brought.

(c) The Pollution Liability Insurance policy shall provide 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 the insurance applies separately to each insured against whom claim is made or suit is brought.

5.1.5 **Other Insurance Requirements**

(a) Thirty (30) days' advance written notice shall be provided to the City of cancellation, intended non-renewal, or reduction in coverages, except for non-payment for which no less than ten (10) days' notice shall be provided to City. Notices shall be sent to the City address set forth in Section 11.1 entitled "Notices to the Parties."

(b) Should any of the required insurance be provided under a claims-made form, Consultant 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 Agreement term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.

(c) Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limits specified above.

(d) 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,

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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.

(e) Before commencing any Services, Consultant shall furnish to City certificates of insurance and additional insured policy endorsements with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are satisfactory to City, in form evidencing all coverages set forth above. Approval of the insurance by City shall not relieve or decrease Consultant's liability hereunder.

(f) If Consultant will use any subconsultant (s) to provide Services, Consultant shall require the subconsultant (s) to provide all necessary insurance, including Professional Liability Insurance for any of its subconsultants who perform architectural or engineering work. For insurance other than professional liability or workers compensation, the Consultant shall require its subconsultants to name the City and County of San Francisco, its officers, agents and employees and the Consultant as additional insureds.

5.2 **Indemnification and Defense Obligations For Design Professionals.**

5.2.1 **Defense Obligations**. To the fullest extent permitted by law, Consultant shall, following a tender of defense from City, assume the immediate defense of (with legal counsel subject to approval of the City), the City, its boards, commissions, officers, and employees (collectively "Indemnitees"), from and against any and all claims, losses, costs, damages, expenses and liabilities of every kind, nature, and description including, without limitation, injury to or death of any person(s) and incidental and consequential damages (collectively "Damages"), court costs, attorneys' fees, litigation expenses, fees of expert consultants or witnesses in litigation, and costs of investigation (collectively "Litigation Expenses"), that arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, the alleged negligence, recklessness, or willful misconduct of Consultant, any subconsultant, anyone directly or indirectly employed by them, or anyone that they control (collectively, "Liabilities"). City will reimburse Consultant for the proportionate percentage of defense costs exceeding Consultant's proportionate percentage of fault as determined by a Court of competent jurisdiction.

5.2.2 **Indemnity Obligations**. To the fullest extent permitted by law, Consultant shall indemnify and hold harmless Indemnitees from and against any and all Liabilities, including but not limited to those for Damages or Litigation Expenses specified in Section 5.2.1.

5.2.3 **Copyright Infringement**. Consultant 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, work or deliverables supplied in the performance of Services. Infringement of patent rights, copyrights, or other proprietary rights in the performance of this Agreement, if not the basis for indemnification under the law, shall nevertheless be considered a material breach of contract.

5.2.4 **Severability Clause Specific to Indemnification and/or Defense Obligations.** To the extent any Court of competent jurisdiction or law invalidates any word, clause, phrase, or sentence herein that word, clause, phrase, or sentence, and no other portion,

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shall be deemed removed from this Section. All other words, clauses, phrases and/or sentences remain enforceable to the fullest extent permitted by law.

Article 6 Liability of the Parties

6.1 **Liability of City.** CITY'S PAYMENT OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE PAYMENT OF THE COMPENSATION PROVIDED FOR IN SECTION 3.3.1, "PAYMENT," OF THIS AGREEMENT. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IN NO EVENT SHALL CITY BE LIABLE, REGARDLESS OF WHETHER ANY CLAIM IS BASED ON CONTRACT OR TORT, FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES PERFORMED IN CONNECTION WITH THIS AGREEMENT.

6.2 **Liability for Use of Equipment.** City shall not be liable for any damage to persons or property as a result of the use, misuse or failure of any equipment used by Consultant, or any of its subconsultants, or by any of their employees, even though such equipment is furnished, rented or loaned by City.

Article 7 Payment of Taxes

7.1 **Consultant to Pay All Taxes**. Except for any applicable California sales and use taxes charged by Consultant to City, Consultant shall pay all taxes, including possessory interest taxes levied upon or as a result of this Agreement, or the Services delivered pursuant hereto. Consultant shall remit to the State of California any sales or use taxes paid by City to Consultant under this Agreement. Consultant agrees to promptly provide information requested by the City to verify Consultant's compliance with any State requirements for reporting sales and use tax paid by City under this Agreement.

7.2 **Possessory Interest Taxes.** Consultant acknowledges that this Agreement may create a "possessory interest" for property tax purposes. Generally, such a possessory interest is not created unless the Agreement entitles the Consultant to possession, occupancy, or use of City property for private gain. If such a possessory interest is created, then the following shall apply:

7.2.1 Consultant, on behalf of itself and any permitted successors and assigns, recognizes and understands that Consultant, and any permitted successors and assigns, may be subject to real property tax assessments on the possessory interest.

7.2.2 Consultant, on behalf of itself and any permitted successors and assigns, recognizes and understands that the creation, extension, renewal, or assignment of this Agreement may result in a "change in ownership" for purposes of real property taxes, and therefore may result in a revaluation of any possessory interest created by this Agreement. Consultant accordingly agrees on behalf of itself and its permitted successors and assigns to report on behalf of the City to the County Assessor the information required by Revenue and Taxation Code Section 480.5, as amended from time to time, and any successor provision.

7.2.3 Consultant, on behalf of itself and any permitted successors and assigns, recognizes and understands that other events also may cause a change of ownership of the possessory interest and result in the revaluation of the possessory interest. (see, e.g., Rev. & Tax.

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Code Section 64, as amended from time to time). Consultant accordingly agrees on behalf of itself and its permitted successors and assigns to report any change in ownership to the County Assessor, the State Board of Equalization or other public agency as required by law.

7.2.4 Consultant further agrees to provide such other information as may be requested by the City to enable the City to comply with any reporting requirements for possessory interests that are imposed by applicable law.

7.3 **Withholding.** Consultant agrees that it is obligated to pay all amounts due to the City under the San Francisco Business and Tax Regulations Code during the term of this Agreement. Pursuant to Section 6.10-2 of the San Francisco Business and Tax Regulations Code, Consultant further acknowledges and agrees that City may withhold any payments due to Consultant under this Agreement if Consultant is delinquent in the payment of any amount required to be paid to the City under the San Francisco Business and Tax Regulations Code. Any payments withheld under this paragraph shall be made to Consultant, without interest, upon Consultant coming back into compliance with its obligations.

Article 8 Termination and Default

8.1 Termination for Convenience

8.1.1 City shall have the option, in its sole discretion, to terminate this Agreement, at any time during the term hereof, for convenience and without cause. City shall exercise this option by giving Consultant written notice of termination. The notice shall specify the date on which termination shall become effective.

8.1.2 Upon receipt of the notice of termination, Consultant shall commence and perform, with diligence, all actions necessary on the part of Consultant to affect the termination of this Agreement on the date specified by City and to minimize the liability of Consultant and City to third parties as a result of termination. All such actions shall be subject to the prior approval of City. Such actions may include any or all of the following, without limitation:

(a) Halting the performance of all Services under this Agreement on the date(s) and in the manner specified by City.

(b) Terminating all existing orders and subcontracts, and not placing any further orders or subcontracts for materials, Services, equipment or other items.

(c) At City's direction, assigning to City any or all of Consultant's right, title, and interest under the orders and subcontracts terminated. Upon such assignment, City shall have the right, in its sole discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.

(d) Subject to City's approval, settling all outstanding liabilities and all claims arising out of the termination of orders and subcontracts.

(e) Completing performance of any Services that City designates to be completed prior to the date of termination specified by City.

(f) Taking such action as may be necessary, or as the City may direct, for the protection and preservation of any property related to this Agreement which is in the possession of Consultant and in which City has or may acquire an interest.

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8.1.3 Within 30 days after the specified termination date, Consultant shall submit to City an invoice, which shall set forth each of the following as a separate line item:

(a) The reasonable cost to Consultant, for all Services prior to the specified termination date, for which Services City has not already tendered payment.

(b) A reasonable allowance for profit on the cost of the Services described in the immediately preceding subsection (a), provided that Consultant can establish, to the satisfaction of City, that Consultant would have made a profit had all Services under this Agreement been completed.

(c) The reasonable cost to Consultant of handling material or equipment returned to the vendor, delivered to the City or otherwise disposed of as directed by the City.

(d) A deduction for the cost of materials to be retained by Consultant, amounts realized from the sale of materials and not otherwise recovered by or credited to City, and any other appropriate credits to City against the cost of the Services or other work.

8.1.4 In no event shall City be liable for costs incurred by Consultant or any of its subconsultants after the termination date specified by City, except for those costs specifically listed in Section 8.1.3. Such non-recoverable costs include, but are not limited to, anticipated profits on the Services under this Agreement, post-termination employee salaries, post-termination administrative expenses, post-termination overhead or unabsorbed overhead, attorneys' fees or other costs relating to the prosecution of a claim or lawsuit, prejudgment interest, or any other expense which is not reasonable or authorized under Section 8.1.3.

8.1.5 In arriving at the amount due to Consultant under this Section, City may deduct: (i) all payments previously made by City for Services covered by Consultant's final invoice; (ii) any claim which City may have against Consultant in connection with this Agreement; (iii) any invoiced costs or expenses excluded pursuant to the immediately preceding subsection 8.1.4; and (iv) in instances in which, in the opinion of the City, the cost of any Service performed under this Agreement is excessively high due to costs incurred to remedy or replace defective or rejected Services, the difference between the invoiced amount and City's estimate of the reasonable cost of performing the invoiced Services in compliance with the requirements of this Agreement.

8.1.6 City's payment obligation under this Section shall survive termination of this Agreement.

8.2 **Termination for Default; Remedies.**

8.2.1 Each of the following shall constitute an immediate event of default ("Event of Default") under this Agreement:

(a) Consultant fails or refuses to perform or observe any term, covenant or condition contained in any of the following Sections of this Agreement:

3.5	Submitting False Claims.	10.10	Alcohol and Drug-Free Workplace
4.5	Assignment	10.13	**Reserved (Working with Minors)**
Article 5	Insurance and Indemnity	11.10	Compliance with Laws
Article 7	Payment of Taxes	Article 13	Data and Security

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(b) Consultant materially fails or refuses to perform or observe any other term, covenant or condition contained in this Agreement, including any obligation imposed by ordinance or statute and incorporated by reference herein, and such default is not cured within ten days after written notice thereof from City to Consultant. If Consultant defaults a second time in the same manner as a prior default cured by Consultant, City may in its sole discretion immediately terminate the Agreement for default or grant an additional period not to exceed five days for Consultant to cure the default.

(c) Consultant (i) is generally not paying its debts as they become due; (ii) files, or consents by answer or otherwise to the filing against it of a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction; (iii) makes an assignment for the benefit of its creditors; (iv) consents to the appointment of a custodian, receiver, trustee or other officer with similar powers of Consultant or of any substantial part of Consultant's property; or (v) takes action for the purpose of any of the foregoing.

(d) A court or government authority enters an order (i) appointing a custodian, receiver, trustee or other officer with similar powers with respect to Consultant or with respect to any substantial part of Consultant's property, (ii) constituting an order for relief or approving a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction or (iii) ordering the dissolution, winding-up or liquidation of Consultant.

8.2.2 On and after any Event of Default, City shall have the right to exercise its legal and equitable remedies, including, without limitation, the right to terminate this Agreement or to seek specific performance of all or any part of this Agreement. In addition, where applicable, City shall have the right (but no obligation) to cure (or cause to be cured) on behalf of Consultant any Event of Default; Consultant shall pay to City on demand all costs and expenses incurred by City in effecting such cure, with interest thereon from the date of incurrence at the maximum rate then permitted by law. City shall have the right to offset from any amounts due to Consultant under this Agreement or any other agreement between City and Consultant: (i) all damages, losses, costs or expenses incurred by City as a result of an Event of Default; and (ii) any liquidated damages levied upon Consultant pursuant to the terms of this Agreement; and (iii), any damages imposed by any ordinance or statute that is incorporated into this Agreement by reference, or into any other agreement with the City. This Section 8.2.2 shall survive termination of this Agreement.

8.2.3 All remedies provided for in this Agreement may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations. The exercise of any remedy shall not preclude or in any way be deemed to waive any other remedy. Nothing in this Agreement shall constitute a waiver or limitation of any rights that City may have under applicable law.

8.2.4 Any notice of default must be sent by registered mail to the address set forth in Article 11.

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8.3 **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.

8.4 **Rights and Duties upon Termination or Expiration.**

8.4.1 This Section and the following Sections of this Agreement listed below, shall survive termination or expiration of this Agreement:

3.3.2	Payment Limited to Satisfactory Services	9.2	Works for Hire
3.3.7(a)	**Reserved. (Grant Funded Contracts – Disallowance)**	11.6	Dispute Resolution Procedure
3.4	Audit and Inspection of Records	11.7	Agreement Made in California; Venue
3.5	Submitting False Claims	11.8	Construction
Article 5	Insurance and Indemnity	11.9	Entire Agreement
6.1	Liability of City	11.10	Compliance with Laws
Article 7	Payment of Taxes	11.11	Severability
8.1.6	Payment Obligation	Article 13	Data and Security
9.1	Ownership of Results	9.2	Works for Hire

8.4.2 Subject to the survival of the Sections identified in Section 8.4.1, above, if this Agreement is terminated prior to expiration of the term specified in Article 2, this Agreement shall be of no further force or effect. Consultant shall transfer title to City, and deliver in the manner, at the times, and to the extent, if any, directed by City, any work in progress, completed work, supplies, equipment, and other materials produced as a part of, or acquired in connection with the performance of this Agreement, and any completed or partially completed work which, if this Agreement had been completed, would have been required to be furnished to City, subject to City's obligation to pay Consultant all amounts owed to Consultant.

Article 9 Rights In Deliverables

9.1 **Ownership of Results.** Any interest of Consultant or its subconsultants, in the Deliverables, including any drawings, plans, specifications, blueprints, studies, reports, memoranda, computation sheets, computer files and media or other documents prepared by Consultant or its subconsultants for the purposes of this Agreement, shall become the property of and will be transmitted to City. However, unless expressly prohibited elsewhere in this Agreement, Consultant may retain and use copies for reference and as documentation of its experience and capabilities.

9.1.1 As part of Basic Services, the Consultant shall provide the City with one licensed copy of software, paid for by the City that will allow the City to view the electronic BIM/Revit CADD files prepared by the Consultant or its subconsultants. Additionally, the Consultant shall provide technical specifications for any computer hardware required to use the provided software and files.

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9.1.2 All presentation drawings, models, films and videos, simulations or other presentation materials shall be and remain the property of the City.

9.1.3 Should the City or any other person, firm or legal entity under the authority and control of the City, without the Consultant's participation, use, reuse, or modify the Consultant's drawings, specifications, or other documents prepared under this Agreement, the City agrees to notify the Consultant of the intended use. The Consultant shall not be responsible for any loss, costs, or expenses incurred by any party arising out of such use, reuse, or modification of the consultant's drawings, specifications, and other documents.

9.1.4 **Use by the City.** The City may reproduce, distribute, and make any use of the Deliverables, whether or not the Project is executed, without further notice or compensation to the Consultant or subconsultants, provided that such Deliverables shall not be used on other unrelated projects. If the Consultant is not terminated for fault, the Consultant and the subconsultants shall not be liable for any claim to the extent arising out of the use by or through the City of the Deliverables, without the Consultant's professional involvement.

9.1.5 **Use by the Consultant or the Subconsultants**. The Consultant and the subconsultants may retain copies of their Deliverables, such copies made at their expense. The Consultant and the subconsultants may use the Deliverables of 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. The Consultant and its subconsultants may use the Deliverables for their own marketing purposes without the express written consent of the City for the following uses: consultant website use, responses to Requests for Qualifications (RFQ) or Proposals (RFP), project descriptions, resumes, applications for design awards, and publications in trade journals or websites. Any other publication or use shall require the prior written approval of the City. The Consultant and the subconsultants may use architectural/engineering details contained in the Deliverables 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 Deliverables or any of them.

9.2 **Works for Hire.** If, in connection with Services, Consultant or its subconsultants creates Deliverables including, without limitation, artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, blueprints, source codes, or any other original works of authorship, whether in digital or any other format, 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 shall be the property of the City. If any Deliverables created by Consultant or its subconsultant (s) under this Agreement are ever determined not to be works for hire under U.S. law, Consultant hereby assigns all Consultant’s copyrights to such Deliverables to the City, agrees to provide any material and execute any documents necessary to effectuate such assignment, and agrees to include a clause in every subcontract imposing the same duties upon subconsultant (s). With City’s prior written approval, Consultant and its subconsultant (s) may retain and use copies of such works for reference and as documentation of their respective experience and capabilities.

9.3 **Covenant Not to Sell.** The City promises and agrees to refrain from selling, donating, or exchanging the Deliverables for use on any project or building. However, the City

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may sell, assign or otherwise appropriate any right, title or interest in the Deliverables for any purpose relative to this Project without notice to the Consultant 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.

9.4 **City Ownership of Equipment.** Any equipment, vehicles, computer programs, software licenses, and the like, purchased by the Consultant 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 Consultant's services under the Agreement.

Article 10 Additional Requirements Incorporated by Reference

10.1 **Laws Incorporated by Reference.** The full text of the laws listed in this Article 10, including enforcement and penalty provisions, are incorporated by reference into this Agreement. The full text of the San Francisco Municipal Code provisions incorporated by reference in this Article and elsewhere in the Agreement ("Mandatory City Requirements") are available at http://www.amlegal.com/codes/client/san-francisco_ca/ .

10.2 **Conflict of Interest.** By executing this Agreement, Consultant certifies that it does not know of any fact which constitutes a violation of Section 15.103 of the City's Charter; Article III, Chapter 2 of City's Campaign and Governmental Conduct Code; Title 9, Chapter 7 of the California Government Code (Section 87100 *et seq.*), or Title 1, Division 4, Chapter 1, Article 4 of the California Government Code (Section 1090 *et seq.*), and further agrees promptly to notify the City if it becomes aware of any such fact during the term of this Agreement.

10.3 **Prohibition on Use of Public Funds for Political Activity.** In performing the Services, Consultant shall comply with San Francisco Administrative Code Chapter 12G, which prohibits funds appropriated by the City for this Agreement from being expended to participate in, support, or attempt to influence any political campaign for a candidate or for a ballot measure. Consultant is subject to the enforcement and penalty provisions in Chapter 12G.

10.4 **Consideration of Salary History.** Consultant shall comply with San Francisco Administrative Code Chapter 12K, the Consideration of Salary History Ordinance or "Pay Parity Act." Consultant is prohibited from considering current or past salary of an applicant in determining whether to hire the applicant or what salary to offer the applicant to the extent that such applicant is applying for employment to be performed on this Agreement or in furtherance of this Agreement, and whose application, in whole or part, will be solicited, received, processed or considered, whether or not through an interview, in the City or on City property. The ordinance also prohibits employers from (1) asking such applicants about their current or past salary or (2) disclosing a current or former employee's salary history without that employee's authorization unless the salary history is publicly available. Consultant is subject to the enforcement and penalty provisions in Chapter 12K. Information about and the text of Chapter 12K is available on the web at https://sfgov.org/olse/consideration-salary-history. Consultant is required to comply with all of the applicable provisions of 12K, irrespective of the listing of obligations in this Section.

10.5 **Nondiscrimination Requirements**

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10.5.1 **Nondiscrimination in Contracts**. Consultant shall comply with the provisions of Chapters 12B and 12C of the San Francisco Administrative Code. Consultant 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 subconsultants to comply with such provisions. Consultant is subject to the enforcement and penalty provisions in Chapters 12B and 12C.

10.5.2 **Nondiscrimination in the Provision of Employee Benefits**. San Francisco Administrative Code 12B.2. Consultant does not as of the date of this Agreement, and will not during the term of this Agreement, in any of its operations in San Francisco, on real property owned by San Francisco, or where work is being performed for the City elsewhere in the United States, discriminate in the provision of employee benefits between employees with domestic partners and employees with spouses and/or between the domestic partners and spouses of such employees, subject to the conditions set forth in San Francisco Administrative Code Section 12B.2.

10.5.3 **Local Business Enterprise and Non-Discrimination in Contracting Ordinance.** Consultant shall comply with all applicable provisions of Chapter 14B ("LBE Ordinance"). Consultant is subject to the enforcement and penalty provisions in Chapter 14B. Contractor shall utilize LBE Subconsultants for at least **20%** of the Services except as otherwise authorized in writing by the Director of CMD. Contractor shall incorporate the requirements of the LBE Ordinance in each subcontract made in the fulfillment of Contractor's LBE subcontracting commitments.

10.6 **Minimum Compensation Ordinance.** If Administrative Code Chapter 12P applies to this contract, Consultant shall pay covered employees no less than the minimum compensation required by San Francisco Administrative Code Chapter 12P, including a minimum hourly gross compensation, compensated time off, and uncompensated time off. Consultant is subject to the enforcement and penalty provisions in Chapter 12P. Information about and the text of the Chapter 12P is available on the web at http://sfgov.org/olse/mco. Consultant is required to comply with all of the applicable provisions of 12P, irrespective of the listing of obligations in this Section. By signing and executing this Agreement, Consultant certifies that it complies with Chapter 12P.

10.7 **Health Care Accountability Ordinance.** If Administrative Code Chapter 12Q applies to this contract, Consultant shall comply with the requirements of Chapter 12Q. For each Covered Employee, Consultant shall provide the appropriate health benefit set forth in Section 12Q.3 of the HCAO. If Consultant chooses to offer the health plan option, such health plan shall meet the minimum standards set forth by the San Francisco Health Commission. Information about and the text of the Chapter 12Q, as well as the Health Commission's minimum standards, is available on the web at http://sfgov.org/olse/hcao. Consultant is subject to the enforcement and penalty provisions in Chapter 12Q. Any Subcontract entered into by Consultant shall require any Subconsultant with 20 or more employees to comply with the requirements of the HCAO and shall contain contractual obligations substantially the same as those set forth in this Section.

10.8 **First Source Hiring Program.** Consultant must comply with all of the provisions of the First Source Hiring Program, Chapter 83 of the San Francisco Administrative Code, that apply to this Agreement, and Consultant is subject to the enforcement and penalty provisions in Chapter 83.

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10.9 **Alcohol and Drug-Free Workplace.** City reserves the right to deny access to, or require Consultant to remove from, City facilities personnel of any Consultant or subconsultant who City has reasonable grounds to believe has engaged in alcohol abuse or illegal drug activity which in any way impairs City's ability to maintain safe work facilities or to protect the health and well-being of City employees and the general public. City shall have the right of final approval for the entry or re-entry of any such person previously denied access to, or removed from, City facilities. Illegal drug activity means possessing, furnishing, selling, offering, purchasing, using or being under the influence of illegal drugs or other controlled substances for which the individual lacks a valid prescription. Alcohol abuse means possessing, furnishing, selling, offering, or using alcoholic beverages, or being under the influence of alcohol.

10.10 **Limitations on Contributions.** By executing this Agreement, Consultant acknowledges its obligations under Section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with, or is seeking a contract with, any department of the City for the rendition of personal services, for the furnishing of any material, supplies or equipment, for the sale or lease of any land or building, for a grant, loan or loan guarantee, or for a development agreement, from making any campaign contribution to (i) a City elected official if the contract must be approved by that official, a board on which that official serves, or the board of a state agency on which an appointee of that official serves, (ii) a candidate for that City elective office, or (iii) a committee controlled by such elected official or a candidate for that office, at any time from the submission of a proposal for the contract until the later of either the termination of negotiations for such contract or twelve months after the date the City approves the contract. The prohibition on contributions applies to each prospective party to the contract; each member of Consultant's board of directors; Consultant's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 10% in Consultant; any subconsultant listed in the bid or contract; and any committee that is sponsored or controlled by Consultant. Consultant certifies that it has informed each such person of the limitation on contributions imposed by Section 1.126 by the time it submitted a proposal for the contract, and has provided the names of the persons required to be informed to the City department with whom it is contracting.

10.11 **Reserved. (Slavery Era Disclosure)**

10.12 **Reserved. (Working with Minors)**

10.13 **Consideration of Criminal History in Hiring and Employment Decisions.**

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

10.13.2 The requirements of Chapter 12T shall only apply to a Consultant's or Subconsultant's operations to the extent those operations are in furtherance of the performance

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

10.14 **Reserved. (Public Access to Nonprofit Records and Meetings**)

10.15 **Food Service Waste Reduction Requirements.** Consultant shall comply with the Food Service Waste Reduction Ordinance, as set forth in San Francisco Environment Code Chapter 16, including but not limited to the remedies for noncompliance provided therein.

10.16 **Reserved. (Distribution of Beverages and Water)**

10.17 **Tropical Hardwood and Virgin Redwood Ban.** Pursuant to San Francisco Environment Code Section 804(b), the City urges Consultant not to import, purchase, obtain, or use for any purpose, any tropical hardwood, tropical hardwood wood product, virgin redwood or virgin redwood wood product.

10.18 **Preservative Treated Wood Products.** Consultant shall comply with the provisions of San Francisco Environment Code Chapter 13, which requires that each Consultant purchasing preservative-treated wood products on behalf of the City, shall only purchase such products from the list of alternatives adopted by the Department of the Environment pursuant to Section 1302 of Chapter 13, unless otherwise granted an exemption by the terms of that Chapter.

Article 11 General Provisions

11.1 **Notices to the Parties**. Unless otherwise indicated in this Agreement, all written communications sent by the Parties may be by U.S. mail or e-mail, and shall be addressed as follows:

To City: **Scott Moran**
SF Public Works
49 South Van Ness, 10th Floor
San Francisco, CA 94103
Scott.Moran@sfdpw.org

To Consultant: **Michael B. Ross, AIA**
RossDrulisCusenbery Architecture, Inc.
18294 Sonoma Highway
Sonoma, CA 95476
mross@rdcarchitecture.com

Any notice of default must be sent by registered mail or other trackable overnight mail. Either Party may change the address to which notice is to be sent by giving written notice thereof to the other Party. If email notification is used, the sender must specify a receipt notice.

11.2 **Compliance with Americans with Disabilities Act.** Consultant shall **exercise the Standard of Care** to provide the Services in a manner that complies with the Americans

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with Disabilities Act (ADA), including but not limited to Title II's program access requirements, and all other applicable federal, state and local disability rights legislation.

11.3 **Incorporation of Recitals.** The matters recited above are hereby incorporated into and made part of this Agreement.

11.4 **Sunshine Ordinance.** Consultant acknowledges that this Agreement and all records related to its formation, Consultant's performance of Services, and City's payment are subject to the California Public Records Act, (California Government Code §6250 et. seq.), and the San Francisco Sunshine Ordinance, (San Francisco Administrative Code Chapter 67). Such records are subject to public inspection and copying unless exempt from disclosure under federal, state or local law.

11.5 **Modification of this Agreement.** This Agreement may not be modified, nor may compliance with any of its terms be waived, except as noted in Section 11.1, "Notices to Parties," regarding change in personnel or place, and except by written instrument executed and approved in the same manner as this Agreement. Consultant shall cooperate with Department to submit to the Director of CMD any amendment, modification, supplement or change order that would result in a cumulative increase of the original amount of this Agreement by more than 20% (CMD Contract Modification Form).

11.6 **Dispute Resolution Procedure.**

11.6.1 **Negotiation; Alternative Dispute Resolution.** The Parties will attempt in good faith to resolve any dispute or controversy arising out of or relating to the performance of services under this Agreement. If the Parties are unable to resolve the dispute, then, pursuant to San Francisco Administrative Code Section 21.35, Consultant may submit to the Contracting Officer a written request for administrative review and documentation of the Consultant's claim(s). Upon such request, the Contracting Officer shall promptly issue an administrative decision in writing, stating the reasons for the action taken and informing the Consultant of its right to judicial review. If agreed by both Parties in writing, disputes may be resolved by a mutually agreed-upon alternative dispute resolution process. If the parties do not mutually agree to an alternative dispute resolution process or such efforts do not resolve the dispute, then either Party may pursue any remedy available under California law. The status of any dispute or controversy notwithstanding, Consultant shall proceed diligently with the performance of its obligations under this Agreement in accordance with the Agreement and the written directions of the City. Neither Party will be entitled to legal fees or costs for matters resolved under this section.

11.6.2 **Government Code Claim Requirement.** No suit for money or damages may be brought against the City until a written claim therefor has been presented to and rejected by the City in conformity with the provisions of San Francisco Administrative Code Chapter 10 and California Government Code Section 900, et seq. Nothing set forth in this Agreement shall operate to toll, waive or excuse Consultant's compliance with the California Government Code Claim requirements set forth in San Francisco Administrative Code Chapter 10 and California Government Code Section 900, et seq.

11.7 **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

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for all litigation relative to the formation, interpretation and performance of this Agreement shall be in San Francisco.

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

11.9 **Entire Agreement.** This contract sets forth the entire Agreement between the Parties, and supersedes all other oral or written provisions. This Agreement may be modified only as provided in Section 11.5, "Modification of this Agreement."

11.10 **Compliance with Laws. In accordance with the professional Standard of Care,** Consultant shall keep itself fully informed of the City's Charter, codes, ordinances and duly adopted rules and regulations of the City and of all state, and federal laws in any manner affecting the performance of **and applicable to** this Agreement, and must at all times exercise **the Standard of Care** to comply with such local codes, ordinances, and regulations and all applicable laws as they may be amended from time to time.

11.11 **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 (i) the validity of other provisions of this Agreement shall not be affected or impaired thereby, and (ii) 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.

11.12 **Cooperative Drafting.** This Agreement has been drafted through a cooperative effort of City and Consultant, and both Parties have had an opportunity to have the Agreement reviewed and revised by legal counsel. No Party shall be considered the drafter of this Agreement, and no presumption or rule that an ambiguity shall be construed against the Party drafting the clause shall apply to the interpretation or enforcement of this Agreement.

11.13 **Order of Precedence.** Consultant agrees to perform the services described below in accordance with the terms and conditions of this Agreement, implementing task orders, the RFQ, and Consultant's proposal dated **July 19, 2023**. The RFQ and Consultant's proposal are incorporated by reference (EXHIBIT 1) as though fully set forth herein. Should there be a conflict of terms or conditions, this Agreement and any implementing task orders shall control over the RFQ and the Consultant's proposal. If the Appendices to this Agreement include any standard printed terms from the Consultant, Consultant agrees that in the event of discrepancy, inconsistency, gap, ambiguity, or conflicting language between the City's terms and Consultant's printed terms attached, the City's terms shall take precedence, followed by the procurement issued by the department, Consultant's proposal, and Consultant's printed terms, respectively.

11.14 **Notification of Legal Requests.** Consultant shall immediately notify City upon receipt of any subpoenas, service of process, litigation holds, discovery requests and other legal requests ("Legal Requests") related to all data given to Consultant by City in the performance of this Agreement ("City Data" or "Data"), or which in any way might reasonably require access to City's Data, and in no event later than 24 hours after it receives the request. Consultant shall not respond to Legal Requests related to City without first notifying City other than to notify the requestor that the information sought is potentially covered under a non-disclosure agreement. Consultant shall retain and preserve City Data in accordance with the City's instruction and

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requests, including, without limitation, any retention schedules and/or litigation hold orders provided by the City to Consultant, independent of where the City Data is stored.

Article 12 Department Specific Terms

12.1 **Appendices and Attachments.** The following are hereby attached and incorporated into this Agreement as though fully set forth herein and together form the complete Agreement between the City and Contractor:

Appendix A: Scope of Services

Appendix B: Calculation of Charges

Attachment 1 – Schedule of Services

Attachment 2 – Fee Schedule

Attachment 3 – Key Personnel and Subconsultants

Attachment 4 – BIM Management Plan & Delivery Matrix

Attachment 5 – Quality Assurance/Quality Control Plan

Attachment 6 – Compensation of Services

12.2 **Consultant Obligations and Limitations.**

12.2.1 **LEED Statement.** The LEED Green Building Rating System or similar environmental guidelines ("LEED" utilizes certain design, construction and usage criteria in order to promote environmentally friendly buildings. In addressing LEED, the Consultant shall perform its services in a manner consistent with that degree of skill and care ordinarily exercised by design professionals performing similar services in the same locality, and under the same or similar circumstances and conditions. The LEED Gold Boundary Area for this Project shall be limited to occupied buildings, including Admin/Classroom Building, Fire Apparatus, Inservice Building and Shop Building, and all sitework not directly associated with fire training props and/or structure.

12.2.2 **Limitations of Consultant's Responsibilities for Design Changes and Environmental/Energy Issues.** The Consultant shall not be responsible for any changes to the design made by the City without the direct participation and written approval of the Consultant. Likewise, the Consultant shall not be responsible for any environmental or energy issues arising out of the failure of the City's use and operation of the completed Project as designed.

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

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12.2.4 **Standard of Care (Performance).** The Consultant or Architect's obligation is to perform all its services in accordance with generally accepted standards of professional practice in the design and construction administration of the Project as ordinarily observed by firms performing projects of similar size and complexity in the San Francisco Bay Area under the same or similar circumstances (the "Standard of Care"). This standard shall apply to and define all professional obligations under this Agreement. Consultant expressly disclaims all express or implied warranties and guarantees with respect to the performance of professional services.

12.2.5 **Code Compliance.** In accordance with the Standard of Care, the Consultant shall comply with requirements of all applicable federal, state, and local codes, regulations, and current written interpretation thereof published and in effect at the time of submission of the building permit. In the event of changes in such codes, regulations or interpretations during the Project that were not and should not have been reasonably anticipated by the Consultant and which result in a substantive change to the construction documents, the Consultant 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 Consultant 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.

12.2.6 **Compliance with Americans with Disabilities.** Consultant acknowledges that pursuant to the Americans 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. Consultant shall exercise the Standard of Care to provide the services specified in this Agreement in a manner that complies with the ADA and any and all other applicable federal, state, and local disability rights legislation. Consultant agrees not to discriminate against disabled persons in the provision of services, benefits or activities provided under this Agreement and further agrees that any violation of this prohibition on the part of Consultant, its employees, agents, or assigns will constitute a material breach of this Agreement.

Article 13 Data and Security

13.1 Nondisclosure of Private, Proprietary or Confidential Information.

13.1.1 **Protection of Private Information.** If this Agreement requires City to disclose "Private Information" to Consultant within the meaning of San Francisco Administrative Code Chapter 12M, Consultant and subconsultant shall use such information only in accordance with the restrictions stated in Chapter 12M and in this Agreement and only as necessary in performing the Services. Consultant is subject to the enforcement and penalty provisions in Chapter 12M.

13.1.2 **Confidential Information.** In the performance of Services, Contractor may have access to City's proprietary or Confidential Information, the disclosure of which to third parties may damage City. If City discloses proprietary or Confidential Information to Contractor, such information must be held by Contractor in confidence and used only in performing the Agreement. Contractors shall exercise the same standard of care to protect such

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information as a reasonably prudent contractor would use to protect its own proprietary or Confidential Information.

13.2 **Reserved. (Payment Card Industry ("PCI") Requirements)**

13.3 **Reserved. (Business Associate Agreement)**

13.4 **Management of City Data and Confidential Information**

13.4.1 **Use of City Data and Confidential Information.** Consultant agrees to hold City's Data received from, or collected on behalf of, the City, in strictest confidence. Consultant shall not use or disclose City's Data except as permitted or required by the Agreement or as otherwise authorized in writing by the City. Any work using, or sharing or storage of, City's Data outside the United States is subject to prior written authorization by the City. Access to City's Data must be strictly controlled and limited to Consultant's staff assigned to this project on a need-to-know basis only. Consultant is provided a limited non-exclusive license to use the City Data solely for performing its obligations under the Agreement and not for Consultant's own purposes or later use. Nothing herein shall be construed to confer any license or right to the City Data or Confidential Information, by implication, estoppel or otherwise, under copyright or other intellectual property rights, to any third-party. Unauthorized use of City Data by Consultant, subconsultants or other third-parties is prohibited. For purpose of this requirement, the phrase "unauthorized use" means the data mining or processing of data, stored, or transmitted by the service, for commercial purposes, advertising or advertising-related purposes, or for any purpose other than security or service delivery analysis that is not explicitly authorized.

13.4.2 **Disposition of Confidential Information**. Upon request of City or termination or expiration of this Agreement, and pursuant to any document retention period required by this Agreement, Consultant shall promptly, but in no event later than thirty (30) calendar days, return all data given to or collected by Consultant on City's behalf, which includes all original media. Once Consultant has received written confirmation from City that City's Data has been successfully transferred to City, Consultant shall within ten (10) business days clear or purge all City Data from its servers, any hosted environment Consultant has used in performance of this Agreement, including its subconsultants environment(s), work stations that were used to process the data or for production of the data, and any other work files stored by Consultant in whatever medium. Consultant shall provide City with written certification that such purge occurred within five (5) business days of the purge. Secure disposal shall be accomplished by "clearing," "purging" or "physical destruction," in accordance with National Institute of Standards and Technology (NIST) Special Publication 800-88 or most current industry standard.

13.5 **Ownership of City Data.** The Parties agree that as between them, all rights, including all intellectual property rights, in and to the City Data and any derivative works of the City Data is the exclusive property of the City.

Article 14 MacBride And Signature

14.1 **MacBride Principles - Northern Ireland.** The provisions of San Francisco Administrative Code §12F are incorporated herein by this reference and made part of this Agreement. By signing this Agreement, Consultant confirms that Consultant has read and

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understood that the City urges companies doing business in Northern Ireland to resolve employment inequities and to abide by the MacBride Principles, and urges San Francisco companies to do business with corporations that abide by the MacBride Principles.

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

CITY AND COUNTY OF SAN FRANCISCO:

Recommended by: PUBLIC WORKS

DocuSigned by:
Scott Moran
FE3C593BBCD24B7...

Scott Moran
Project Manager

DocuSigned by:
Laura Tanigawa
367D636176E1498...

Ronald Alameida
Deputy Director and City Architect

Approved as to Form:

David Chiu
City Attorney

By: DocuSigned by:
Yadira Taylor
B8A6D1C5734C4DF...
10/25/2023 | 5:26:51 PM PDT

Yadira Taylor
Deputy City Attorney

DocuSigned by:
Carla Short
073CF73A4EA6486...
10/25/2023 | 6:23:18 PM PDT

Carla Short
Interim Director

Appendices
A: Scope of Services
B: Calculation of Charges
Attachment 1: Schedule of Services
Attachment 2: Fee Schedule
Attachment 3: Key Personnel and Subconsultants
Attachment 4: BIM Management Plan & Delivery Matrix
Attachment 5: Quality Assurance/Quality Control Plan
Attachment 6: Compensation of Services

CONTRACTOR:

RossDrulisCusenbery Architecture, Inc.

DocuSigned by:
Michael B. Ross
6387045E3BDD474...

Michael B. Ross, AIA
Executive Principal/CEO

18294 Sonoma Hwy.
Sonoma, CA 95476

City Supplier Number: 0000006577

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Appendix A
Scope of Services

1. The Project

The City does hereby engage the Consultant to perform, under the terms and conditions in this Agreement, professional services for the design of the Project, to be located at 1236 Carroll Avenue, San Francisco, CA.

1.1. Scope Categories.

The Project will include three separate scopes of work; Scopes A, B & C as described below. For the purpose of this Agreement the professional services, response times, and deliverables required of the Consultant for Scope B, shall equally apply to BOA and BOLA for Scopes A and C.

1.1.1 **SCOPE A.** For the purpose of this Contract, BOA as Architect of Record (AOR) shall be solely responsible for the provision of design, engineering, construction documentation, bidding, and construction phase services for the Scope A elements, including the approximate 35,000 SF, 35' high, two-story, LEED Gold, FTF Administration/Classroom Building. The documents prepared by BOA for Scope A shall be complete, coordinated, and collated standalone sections within the project phase documents. Subconsultants to BOA for Scope A, include the following:

(1) Electrical, Mechanical, and Structural Engineering (PW IDC Engineering),

(2) Energy Modeling & Mechanical Design Support (Stok/ARUP),

(3) Code Compliance/Fire Life Safety (Jensen Hughes),

(4) Roofing/Waterproofing/Exterior Envelope (McGinnis Chen Associates),

(5) Vertical Transportation Elevator (Syska Hennessy),

(6) Acoustical Engineering (Wilson Ihrig Associates),

(7) Lighting Design (Auerbach Glassow),

(8) Specifications Writing (Emily Borland).

Consultant shall provide separate proposals in the Executive Service Agreement for the Scope A services requested by the City including but not limited to the following consultants:

(1) LEED (AR Green Consulting),

(2) Cost Estimating (Cumming Management Group),

(3) Signage & Wayfinding (Clearstory),

(4) A/V, Telecom, IT, Security (Guidepost Solutions).

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1.1.2 **SCOPE B**. For the purpose of this Contract, the provision of design, engineering, construction documentation, and specification of the Fire Apparatus of Building, Inservice Building, Maintenance Shops, site design and civil engineering and live fire and simulating training structures. Consultant provided for this work are listed in Attachment 3 of this Agreement and includes the following program elements:

(1) 100% of the on and off-site civil engineering improvements including but not limited to: verification of site topographic survey, site prep, site grading, cut and fill analysis, building pads, site retaining walls, site security fencing, site access control gates, site lighting, horizontal and sloped streetscapes and fire apparatus driving courses, paved parade and training ground areas, curbs, gutters and sidewalks, vehicular concrete and automobile paving, parking, storm water management systems, fire water capture and filtration systems and all buried wet and dry site utilities including the LPG gas line system. Offsite improvements include utility connections in Carroll Avenue, and new curbs, gutters, sidewalks, and street paving to the center line of Carroll Avenue. The existing P.G.& E. pole line on Carrol Avenue is assumed to remain for this Agreement.

(2) Civil Engineering services shall be FTF campus wide and include the site and connection to the Admin/Classroom Building and all site civil improvements to support the landscape design elements.

(3) Surface or optional two-level parking structure to accommodate ~~100~~ 116 vehicles excluding Fire Apparatus

(4) Approximate 32’ high, 8,064 SF, Fire Apparatus Building

(5) Approximate +/- 24’ high, 12,268 SF, Inservice Building including Dirty Classroom and Turnout Locker Rooms.

(6) Approximate +/- 24’ high, 7,022 SF Maintenance Shop Building

(7) Approximate 84’ high, 14,200 SF Seven Story Training Tower with Class B Burn Rooms

(8) Three-story Residential Hillside Residential Class A Burn Building with Garage

(9) Three-story Residential Hillside Residential Class A Burn Building *without* Garage

(10) Four-story Commercial/Residential Class A Burn Building

(11) Four-story Hillside Residential Class A Burn Building

(12) Two-story Junior Five Class A Residential Burn Building

(13) Commercial/Residential Urban Search & Rescue (USAR) Prop Designed as a simulated Collapsed Building Prop with Freestanding Three story facades including confined space, trench rescue, breach panel, concrete tilt panel, inclined space, and other props.

(14) Hillside Street training structure with T or four-way intersection

(15) Concrete Rubble Pile Prop at USAR Prop

(16) 25,000 Gallon Cistern with manhole at Hillside street intersection

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(17) Outdoor Classroom

(18) Ground skills area for specific props manufactured and installed by SFFD and diesel fuels.

(19) Above ground Convault storage tank and fuel dispenser system for gasoline and diesel fuel.

(20) Emergency generator

(21) LPG Tank Farm and gas piping systems

(22) A system of at grade and sloped training streets with curbs gutters and sidewalks sized to accommodate an emergency vehicle driving course.

(23) Street prop furniture including, light poles, overhead wires, parking meters, parked cars, sign-posts, etc.

(24) Class B LPG fired prop installation shall be design/build installations. Consultant to provide LPG gas supply and shut off to building entry and each floor of training tower.

(25) Industrial engineer will provide an assessment of smoke generated from existing fire training activities, evaluate potential smoke quantities and impacts for new site, and provide a report on smoke remediation methods used at other fire training facilities.

1.1.3 **SCOPE C.** For the purpose of this Contract, the provision of design, engineering, construction documentation and specification for the FTF landscape including hardscape surfaces, stormwater filtration, and bioretention areas, gathering areas, pedestrian site features (such as circulation routes and perimeter fencing), and streetscape improvements, within the boundary of the FTF training grounds, excluding vehicular concrete streetscapes and curbs, gutters, and sidewalks. BOLA shall provide an Irrigation System Consultant for Scope C. The documents prepared by BOLA for Scope C shall be complete, coordinated, and standalone sections of the project phase documents prepared by the Consultant.

1.1.4 **Coordinated Set.** Consultant shall coordinate and integrate all Scope items A, B & C into one comprehensive set of design and Construction Documents.

1.2 City Responsibilities. The City's schedule of services includes basic services, subconsultant services, coordination requirements, QA/QC, Public Agency Coordination, Code Compliance, Design Phases, Bidding, Construction Phase and Project Close-out services for its specific work scopes.

2. Fixed Construction Budget Limit

2.1. The fixed construction budget limit ("FCBL") for the Project is **$152,631,579,** (One hundred fifty-two million, six hundred thirty-one thousand, five hundred seventy-nine dollars). If there is any change in that amount, it will be inserted into this Agreement by a written amendment. The "Design To" construction cost target at all Consultant deliverable milestones shall be five percent less than the FCBL or **$145,000,000** (One hundred forty-five million dollars) for the entire Scopes A, B, and C Project, unless changed in writing by the City. In all instances, it is recognized that neither the Consultant nor City has control over the cost of labor, materials, or equipment, over the GM/GC's methods of determining bid prices, or over

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competitive bidding, market or negotiating conditions. Accordingly, Consultant cannot and does not warrant or represent that bids or negotiated prices to construct the part of the project for which it has provided services will not vary from the City's budget for the Project or from an estimate of the Cost of the Work or evaluation prepared by or agreed to by Consultant. For the purpose of this Agreement the separate Scope B FCBL shall be **$101,770,926** (One hundred one million, seven hundred seventy thousand, nine hundred twenty-six dollars) and respective "Design To" cost target shall be **$96,682,380** (Ninety-six million, six hundred eighty-two thousand, three hundred eighty dollars).

2.2. The FCBL includes all the costs of construction, except for: (a) City's construction contingencies, (b) the cost of furniture equipment, telephones and business networks, (c) CM/GC Contingency, (d) CM/GC Pre-construction costs and (e) the cost of artwork that is to be incorporated in the Project as an integral building or site element and (f) the cost of all Consultant services.

2.3. The CM/GC, with the assistance of the City, is solely responsible for preparing the trade packages, and coordinating and confirming the Trade Bid Package, comply with the City approved LEED Gold credits, securing permits and subcontracts for all bid and negotiated subcontracts. The Consultant will cooperate with the CM/GC and the City and provide design assistance and coordination that is required to timely prepare the trade packages and subcontracts for bid and/or negotiation and award.

2.4. Should the City accept a 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 Consultant.

2.5. During the Construction Bid and Negotiation Phase, the City intends to accept value engineering proposals submitted by trade subconsultant that will lower the cost of the Project. It is not intended for such cost savings to diminish the Project goal of achieving a LEED Gold certification by U.S. Green Building Council ("USGBC"). Any revisions to the approved 50% construction drawings as a result of the VE process by the CM/GC will be an Additional Service.

3. Schedule of Services

3.1. **Performance and Schedule Obligations**. Time is of the essence 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 Consultant 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 Consultant shall act diligently in anticipating and performing its required tasks in a manner so as to not unreasonably delay the commencement of any services or work with respect to the Project. In the event that the City directs a change to the plans and specifications, or any City agencies require additional time to complete their reviews or require additional review, and such change or delay is neither due to the fault nor in the reasonable control of the Consultant, and which impacts the Consultant's ability to meet the Design Services Schedule as set forth in Attachment 1 to this Agreement, the City shall modify the Design Services Schedule by written modification to this Agreement. In such event, the Consultant may request an equitable adjustment to its Basic Services Fee or may request an Additional Services Fee for the additional time and/or services required for the change, as

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appropriate to the nature of the changed design and/or changed Schedule. The Consultant shall exercise the Standard of Care so that the completion of documents sufficient for bid shall be delivered in conformance with the dates indicated or as otherwise agreed to by the City and in consultation with CM/GC. The Consultant shall notify the City at the earliest possible opportunity with a full explanation, should it expect to miss a particular date, sufficient to allow the City to fairly assess the matter.

3.2. **Progress Schedule Submission and Approval**. 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 Consultant, the Consultant shall submit a progress schedule of services in the form of a Microsoft MP 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 by the City, including review and approval by the City and any local, state or federal entities as may be required in order to complete the services required under this Agreement, but excluding detailed construction schedules. The Consultant shall adopt the schedule as a baseline schedule once it is approved by the City. Thereafter, the Consultant shall submit a monthly progress schedule to the City that shows the actual progress achieved that month as compared to the baseline schedule.

3.3. **Construction Administration and Compensation.** Should the Consultant be required to perform Construction Administration Phase services for a period beyond the date determined for Final Completion through agreement among the City, the Consultant and the CM/GC due to no fault of the Consultant, the Consultant is entitled to additional compensation and is obligated to provide complete and accurate documentation of all actual increased cost of performance of its services. If the construction is delayed beyond the scheduled Final Completion date due to the negligent acts, errors, and omissions of the Consultant, as determined by the City in its sole reasonable discretion, then the Consultant 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. The Consultant may submit any disputed amounts as a claim.

3.4. **Design Phase Authorization and Requirements.** Each design phase (Program Validation / Concept Design, Schematic Design, Design Development, and Construction Documents, Construction Bid/Negotiation, Construction Administration, and Warranty) 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.

4. Consultant Responsibilities

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4.1. Consultant agrees to perform the following Services (as part of SCOPE B). All written Deliverables, including any copies, shall be submitted on recycled paper, and printed on double-sided pages to the maximum extent possible.

4.2. Deliverables shall include the following:

4.2.1. Consultant will be responsible for all on-site and specified off-site improvements and handle all other design elements as assigned by the City for Basic and/or Additional Services. Off-site improvements shall be limited to the design of underground utility connections to existing utilities and storm drainage systems in street or onsite, curb, gutters and sidewalks, curb cuts and repaving to the center line of Carroll Ave. Deliverables will include: complete design, documentation, and permit submission to Bureau of Streets & Mapping (bsmpermitdivision@sfdpw.org) for street improvements to the north half of Carroll Avenue (middle road to sidewalk, etc.) for the full width of the site, to meet City of San Francisco Street Standards.

4.2.2. Work or improvements to Armstrong Avenue is NIC excepting for FTF boundary security fencing or walls and retaining walls necessary to support the FTF site improvements. FTF boundary fencing, walls and retaining systems and/or soil stabilization shall be taken into consideration for grade variations with adjacent lots for the entire perimeter of the site.

4.2.3. Site work designs and improvements shall include the planned vacating and incorporation into the site of Griffith Street (Carroll Avenue to Armstrong Avenue), Bancroft Avenue (Griffith Street to Hawes Street), and Hawes Street (Carroll Avenue to Armstrong Avenue). The vacation of Griffin and Hawes Streets and all associated lot line adjustments and recording of deeds shall be the responsibility of the City.

4.2.4. All other off-site work including electric stop light systems, bike lanes, speed bumps and traffic calming systems is currently NIC.

4.2.5. City will provide a design level topographic survey **services** of the site including all property boundaries and easements and required geotechnical studies, a**nd** ongoing geotechnical consulting with test borings in locations identified by Consultant, and all soils hazardous material testing and abatement. The identification of all on and off site buried utilities including the location, structural loading capacity size and depth of the existing box culvert shall be the responsibility of the City. Approval for the discharge of FTF's storm water, and sewage into either the box culvert or the nearby smaller sewer system shall be negotiated by the City.

4.2.6. The Consultant will be required to develop the Project to the following milestones to allow the CM/GC and the City to issue the following specific trade packages simultaneously as a fully coordinated and complete set of design documents necessary to bid and build the Project. The following milestone deliverables or construction/bid documents apply:

(1) Design Criteria/Bridging Documents (100% Design Development) delivered to the CM/GC for: mechanical, electrical, and plumbing, systems for BOA prepared Scope A, and Consultant prepared Scope B, and BOLA prepared Scope C work. CM/GC will issue Design Criteria documents to design/build trade subcontractors for construction document preparation, permitting and bidding purposes at the completion of 100% Design Development.

(2) Early Civil Site Improvements: Documents will include site preparation, demolition, rough grading, cut and fill, site retaining walls, location and placement

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of sub grades for; interior streets, Carroll Avenue improvements, Hawes Street site entry/exit improvements, interior campus, curbs gutters, sidewalks and building pads and the installation of all buried site utilities and storm water management systems.

(3) Design, Construction and Bid Documents per the following:

i. All other disciplines: 100% Conceptual Design, 50% and 100% Schematic Design, 50%, and 100% Design Development

ii. All other disciplines: 50%, 95% and 100% Construction Documents.

4.3. **Basic Services.** The Consultant shall provide as its Scope B Basic Services all necessary architectural design, engineering, and other consulting services during the Design Phases and during all Construction Phases of the Project as required by this Agreement to design a complete and comprehensive Project, except for services designated as Additional Services as described in Appendix A herein. Basic Services are generally identified in and as subsequently modified by the agreement of the parties. All the parties providing any of these necessary services shall be licensed by the State of California.

4.3.1. Further, the Consultant will provide input when requested as to conceptual, design and constructability issues. The Consultant will work with, advise, and make timely and researched recommendations to the City's Program Director, City's Project Manager and Project Architect as to the best design options that satisfy the needs and concerns of the City.

4.3.2. The Consultant and the City will work together, based on an understanding that the Phase 2 Program documents completed by the City and Consultant team, require verification by the Consultant's Subject Matter Expert facility designers and engineers for programmatic and functional adherence to Fire Training Facility standards.

4.4. **Consulting Services.** The Consultant shall provide the following consulting services as part its Basic Services under this Agreement:

(1) Consult with authorized employees, agents and/or representatives and consultants of the City and 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.

(2) Review and validate furniture, fixture, and equipment required by City.

(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 Consultant shall determine whether such data are sufficient for purposes of design or whether additional data are needed and, if so, recommend to the City in as timely a fashion as possible the manner in which it may be provided and needed services obtained to avoid any delay that could otherwise occur. Consultant is entitled to reasonably rely upon the accuracy of the services, information,

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surveys, and reports provided by City or any its subcontractors or consultants but shall review the same in accordance with the Standard of Care.

4.4.1. **Sub-Consulting Services.** Contract for or employ, at the Consultant's expense within the Basic Services fee, Consultant's employees, and Consultant's subconsultants as may be necessary or required for the Consultant's specific scope of work excluding the work of BOA and BOLA, and their respective engineers and consultants including, but not limited:

(1) Associate Architect, Fire Training Facility Subject Matter Expert, Structural, Mechanical, Civil, Electrical, Plumbing, Fire Sprinkler and Acoustic Engineers; LEED consultant, Industrial Engineer, Cost Consultant, Code Compliance/Fire Life Safety Consultant and Fire Protection, AV, Telcom, Security & Low Voltage Technology; Lighting Design, Energy Modeling, Specifications, Waterproofing Systems; Elevator Systems; Graphics and Signage consultants; and other specialty consultants as may be necessary for complete design, or criteria design package as indicated by the City, of the Project; all parties shall be licensed by the State of California if so required. The Consultant shall submit any proposed changes to the subconsultants listed in Attachment 3 to the City for its approval.

(2) The City has elected to use the following Consultant subconsultants (Shared Subconsultants) for work managed by BOLA on Scopes A & C. The Shared Subconsultants will submit separate fee proposals and invoice separately for Scope A and Scope C work in addition to a separate fee proposal for Scope B work. The Shared Subconsultants will submit separate fee proposals and invoice separately for Scope A and Scope C work in addition to a separate fee proposal for Scope B work.

Shared Subconsultants	**Discipline**	**Scope of Wok**
Abercrombie Planning & Design	Subject Matter Expert	All Scope A & C work
AR Green Consulting	LEED	All Scope A & C work
BKF Engineers	Civil Engineer	All Scope A & C work
Clearstory Inc.	Signage & Graphics	All Scope A & C work
Cumming Management Group, Inc.	Cost Consultant	All Scope A & C work
Guidepost Solutions, LLC.	Low Voltage, Electronics, Security Systems	All Scope A & C work

4.5. **Designation of Key Employees and Consultants**

(1) The Consultant's team members, including key employees and consultants, shall remain in charge of the professional services for the Project, as long as their respective performance continues to be acceptable to the City. A list of the Consultant's team members with their key employees and Attachment 3.

(2) M**aintenance of Key Personnel Involvement.** The Consultant commits to maintaining the continuous involvement of the designated and approved key employees for the entire duration of the Project through the Construction Administration Phase. Absent the death, physical or mental incapacity or departure of the key employees from their respective firms, or the dissolution of their respective firms, or approval in writing by the City to

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a different commitment, the key employees have committed to provide their percentages of involvement for each phase as described in Attachment 3. The Consultant and the City are both fully aware that change in key personnel on a project can result in great detriment to the Project. Accordingly, any request by the Consultant to change the amount of the key personnel's involvement shall be made with sixty (60) days prior written notice and any approval or denial of such request shall be at the sole discretion of the City and not subject to challenge by the Consultant. The City reserves the right to audit the key employees' time records if there are concerns about the time commitments of the employees identified in Attachment 3.

(3) **Substitution of Key Personnel.** Because the evaluation of Consultants' Proposals was largely based on the qualifications of key personnel and because a change in key personnel on a project can result in great detriment to the project, the Consultant agrees to maintain the continuous involvement of the designated and approved key employees for the entire duration of the Project through the Construction Administration Phase. Consultant shall not substitute key personnel or change the amount of the key personnel's involvement as described in Attachment 7 without the prior written approval of the City. Requests for approval of substitutions shall be in writing and made at least thirty (30) calendar days prior to the proposed substitution. Such notification shall include a detailed explanation of the circumstances necessitating the proposed substitution, a complete resume for the proposed substitute, and any other information requested or needed by the City to approve or disapprove the request. Proposed substitutes must have qualifications that are equal to or higher than the key personnel being replaced. The City shall evaluate such requests and promptly notify the Consultant in writing whether the proposed substitution is acceptable. Approval or denial of such request is at the sole discretion of the City. The City reserves the right to audit the key employees' time records if there are concerns about the time commitments of the employees identified in Attachment 3. Failure to notify City prior to substitution of key personnel may result in City withholding payment(s) due.

(4) **Additional Staff.** The Consultant will assign additional staff as needed to complete all the services required by this Agreement at no cost to the City.

4.6. **Collaboration with CMGC.** The Consultant, its officers, agents, employees, subconsultant, consultants and any other persons or entities for whom the Consultant is responsible, shall provide all of the services required under this Agreement in a manner consistent with the CM/GC Contracting method. Among other things, this will require the Consultant, at no additional cost to the City, to:

(1) 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

(2) Prepare plans and specifications for discrete portions of the work as described in 1.1.4 or in the sequences that the Consultant 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 the subconsultant who will construct the Project. Trade package may be awarded concurrently with other trade packages or individually, at different points in time, which may result in the Consultant 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.

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(3) The CM/GC will join the City team at the initiation of the Design Development Phase and provide Design Assist services to the Consultant team and City throughout the project. Design Assist services includes the provision of independent construction cost estimates, peer reviews, constructability reviews, and QA/QC reviews of the Consultant's, BOA's, and BOLA's DD, and CD documents.

(4) Construction staking and construction phase survey services and coordination shall be by CM/GC.

4.6.1. **Communication with CM/GC and City.** The CM/GC and its Subconsultants will, among other things, perform pre-construction and construction phase services including design assistance and review. 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 Consultant's responsibilities under its Agreement with the City. The Consultant may communicate directly with the CM/GC, but the Consultant shall promptly copy the City on 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 Consultant 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. This mode of contracting is also described in §6.68 of the San Francisco Administrative Code.

4.6.2. **Coordination with CM/GC and its Subcontractors.** The Consultant shall coordinate its work with the CM/GC and its subcontractors, and collaborate with each of them in a manner consistent with the Construction Manager/General Consultant Mode of Contracting as defined herein. The Consultant shall use and manage BIM applications and methods as an integral part of this effort, as described in the BIM Management Plan and Delivery Matrix. The Consultant 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. BOA and BOLA shall separately coordinate its work with the CM/GC and its subconsultants and collaborate with each of them in a manner consistent with the CM/GC Mode of Contracting defined herein.

4.6.3. **Coordination of Design Team.** Commensurate with the standard of care, the Consultant shall coordinate its work with the work of all its consultants to produce comprehensive, complete, coordinated, and accurate drawings and specifications. The Consultant shall use and manage BIM applications and methods for all portions of the Project. BOA and BOLA will be solely responsible for the coordination of all its consultants to produce comprehensive, complete, and coordinated and accurate drawings and specifications for its Scope A and Scope C work. CM/GC will be solely responsible for the coordination of its Design/Build Trade Contractors, to produce comprehensive, complete, coordinated, and accurate drawings, and specifications for their work.

4.7. **Consultant Communication and Documentation.**

4.7.1. **Coordination with the City.** The Consultant and key members of its design team shall meet bi-weekly with the Program Director, Project Manager, Project Architect, the City staff, consultants, and others as directed by the Program Director and Project Manager so as to keep the design and/or construction on budget and on schedule. Design Team includes

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the Consultant's Key Employees and consultants assigned to work on this Project as described in Attachment 3 of this agreement.

(1) The Consultant shall assist in establishing a means of electronic communication using the mutually agreed to software or equivalent software program employed by the City, and fully participate in the City's effort to develop electronic files for this Project.

(2) The Consultant shall assist the Program Director and Project Manager in developing requests for proposals and/or requests for qualifications to acquire additional professional services from specialized consultants that the City deems necessary for the successful completion of the Project.

4.7.2. **Coordination with Public Agencies and Public Utilities.** The City shall lead the Public Agency and Public Utility Permit Application Process. Consultant shall assist in coordination of subconsultants with the City and the City's agencies, including the Fire Department, and all other state and federal public agencies and/or utility providers and Fire Training Facility operations staff 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, assist in coordination of their designs with the Project, and incorporate their designs into the Construction Documents and/or Contract Documents.

(1) **Coordination with San Francisco Departments:** Assist in coordination of subconsultants 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 Public Works, Department of Environment, Department of Building Inspection, and Redevelopment Agency (currently known as Office Community Investment and Infrastructure (OCII).

4.7.3. **Meetings with the City and Others.** The Consultant shall attend meetings concerning the Project with the City, CM/GC, and others as necessary, including the following, to the extent required:

(1) Client and Team Meetings and Charrettes: Attend meetings to review and validate the design bridging documents and develop and coordinate the design.

(2) City Departments and their Staff including the Department of Public Works, and Planning Department: The purpose of these meetings will be to assist the Program Director and Project Manager to present design concepts, solicit comments and answer questions, and report on the progress of the Project.

(3) City agencies including SF Fire Department, Department of Building Inspection, Current Planning, PUC, and other agencies: Attend meetings primary design led to coordinate and obtain comments, permits and approvals.

4.8. **BIM Management and Coordination Plan for City Project**

4.8.1. Consultant provides BIM Management solution for all disciplines involved in the Project except for consultants not producing Revit based CAD drawings. This includes but not is not limited to BIM strategic planning, staff communications, development of

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standard documents and templates for Revit, plan the model structure, reviewing and auditing Models.

4.8.2. **Use of BIMs.** The Consultant shall develop, manage, and maintain multi-dimensional design BIM's and reports, integrating information from engineering disciplines to collaborate and fully coordinate the design and construction features as described in the BIM Management Plan and Delivery Matrix. The Consultant shall provide such models to the CM/GC for purposes of verifying constructability, compatibility, and compliance with design intent. The Consultant shall consult with the CM/GC and provide the CM/GC an opportunity to review and comment upon all designs, drawings, models, and other materials developed by the Consultant. The Consultant shall incorporate into the Design BIM and Construction Documents constructability refinements resulting from the interactive collaboration with the CM/GC including accepted value engineering proposals. Before starting work on the project, Consultant shall develop BIM Execution Plan (BxP) and Model Development Matrix **(see Attachment 4)** based on the *AIA Document E2002 - 2022 BIM Exhibit for Sharing Models with Project Participants.* As soon as CM/GC is on board, BxP shall be revised to reflect CM/GC's involvement in the BIM workflow. City shall review and approve initial documents and subsequent changes. *AIA Document E2002 - 2022 BIM Exhibit for Sharing Models with Project Participants,* which will be used to specify the level of detail required in the Design, CM, and As-Built BIMs) and the system development level at agreed upon milestones. The Consultant is not expected to prepare standalone Construction Documents and Specifications for each trade package. While the CM/GC is responsible for preparing the trade packages, and securing respective permit approvals, the Consultant will cooperate with the CM/GC and provide design assistance and coordination that is required to timely prepare the trade packages and subcontracts for bid and/or negotiation and award.

4.8.3. **Use of CM BIM.** The CM/GC will develop, manage, and maintain a multi-dimensional CM BIM or BIM's during construction to collaborate with the Consultant. The CM/GC provide ongoing clash detection using BIM. The CM/GC shall utilize the CM BIM(s) to verify constructability and to develop cost estimates, sequencing plans, and schedule. The CM/GC shall consult with the Consultant to review the outcomes of the BIM clash detection reports regularly, and at minimum two weeks prior to the completion of each Design Phase, and comment upon designs, drawings, models, and other materials developed by the Consultant.

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

4.9. **Quality Assurance/Quality Control.** Quality Assurance/Quality Control (QA/QC) are the responsibility of the Consultant, and shall be rendered as defined in [Appendix F]. The Consultant shall provide the City the QA/QC plan the Consultant intends to utilize for the Project for approval by the City. At the indicated percentage of completion shown as milestone dates of each phase, the Consultant shall provide to the City documentation that evidences the completeness of the QA/QC activity for that phase. The review and acceptance by the City of this documentation is, in part, a necessary precondition for establishing the completion of the phase and the approval to continue on to the next phase.

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4.10. **The City Cost Change Control Procedure**

4.10.1. During all phases of the Project, the Consultant shall cooperate with the City and the CM/GC to control design and scope changes that could affect the cost of the Project. The Consultant shall comply with a Cost Change Control Procedure to 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 Consultant, and

(5) Avoiding unnecessary additional costs to the CM/GC or the City.

4.10.2 The Consultant shall promptly inform the City of any proposed changes to the design or to the scope of the Project, that would, in the Consultant's opinion, affect the estimated (whether increased or decreased) construction cost for the Project. The Consultant shall review with the City the benefits as well as costs of the proposed changes. For each significant proposed change, the Consultant 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 Consultant shall cooperate with the City to identify other changes to the Project that could reduce and/or offset the cost of the proposed change.

5. Design Phases

5.1. The following design phase requirements describe the Consultant’s Scope B responsibilities for the design of its specific project components only and does not apply to the provision of services for the design of Scopes A and C elements prepared by BOA or BOLA.

5.1.1. Upon execution of the Agreement the City will issue a separate Notice-to-Proceed (NTP) authorizing the Consultant to perform design services for each design phase of the Project as set forth below in and as applicable by Program increments. The parties understand and agree that those services delineated in Attachment 3 are to be performed only upon the written NTP by the City. While the City intends to authorize the Consultant to provide the Design Services described below and in Attachment 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 reasonable discretion, without waiving any rights, has found that prior services of the Consultant to date have been adequately performed and completed.

5.1.2. The Consultant must obtain design review approval for each design phase. The City is not obligated to pay Consultant for 100% complete services attributable to a design phase until the Consultant has obtained design review approval for the preceding phase. Design services shall be invoiced monthly based on a percentage of completion basis.

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(1) The Consultant shall 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.

(2) The Consultant shall Update strategy and goals for achieving minimum of LEED Gold v. 4.1. Assist the City with registering the Project with the U.S. Green Building Council (USGBC).

(3) The Consultant shall Prepare a report with narrative description of all Scope B 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 and operating costs and the City, state, and federal disabled access features. Include a list of recommended finish materials and colors.

5.2. Program Verification/Concept Design Phase

5.2.1. Based upon the approved Phase 2 Program dated March 2, 2023, findings, Consultant will prepare alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches consistent with achievement of the LEED Gold Sustainable Design Objective. Consultant and BOA and BOLA shall reach an understanding with SFFD regarding the overall requirements of the Project. Scope this phase includes:

(1) Prepare an overall (Scopes A, B & C) conceptual site plan. Showing street scape, building blocks, parking garage or on-site parking, driveways, proposed site amenities and building support spaces. (No less than three concepts.)

(2) Prepare overall floor plans for each Scope B floor level. Showing Scope B occupied buildings, live fire training props a simulation training structure including circulation paths, corridors, vertical circulation (stairways and simulated elevator.)

(3) Prepare conceptual floor plans for each Scope B program element. (Up to three refined, fully developed concepts).

(4) Prepare conceptual exterior elevations. (Up to three concepts).

(5) Provide building/site sections.

(6) Prepare program stacking diagrams.

(7) Prepare massing models for each concept.

(8) Incorporate BOA prepared Scopes A and C elements into overall site master plan and massing model.

(9) LEED meetings and coordination, collect catalog cut-sheets of new owner-furnished equipment if any.

(10) Prepare narrative for program descriptions, fire training requirements report, and site analysis report.

(11) Written Design Criteria Narrative

(12) Coordinate work of A/E Team and BOA/BOLA

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5.2.2. Prepare Concept Design Phase Construction Cost Estimate: Consultant shall prepare a construction cost estimate at 100% Concept Design and reconcile that estimate with the independent construction cost estimates prepared by the City.

5.2.3. **Cost Estimating.** The following construction cost estimates shall be provided by the Consultant. 100% Program/Concept, 100% Schematic Design, 100% Design Development, 50% Construction Documents and 95% Construction Documents. Consultant's cost consultant shall attend construction cost meetings and provide services to reconcile the independent construction cost estimates prepared by the City or CM/GC at each cost milestone. VE services after 50% Construction Documents are an Additional Service per this contract.

5.3. **Schematic Design Phase (SD)**

5.3.1. Based upon the approved conceptual design and budget, Consultant shall prepare Schematic Design Documents for the City's approval. The Schematic Design Documents will consist of drawings and other documents, including site plan, preliminary building plans, sections, and elevations; and may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials will be noted on the drawings or described in writing. Consultant will coordinate and incorporate the work of BOA and BOLA into the Schematic Design Documents. Scopes A and C documents shall be separately prepared and coordinated by City.

(1) **Pre-design meeting:** The design team shall meet with the City and SFFD to discuss various issues of the project prior to starting the schematic design phase. (Architectural, SME, structural, civil, landscape, cost estimator, sustainable LEED, acoustical, mechanical, and electrical to attend). Design Criteria Documents: Consultant shall prepare separate SD level design criteria drawings and documents for the early core MEP trades and design-build components for review by City.

(2) Prepare Construction Cost estimate at 100% Schematic Design Documents and reconcile that estimates with the independent construction cost estimates prepared by the City.

5.4. **Design Development Phase (DD).**

5.4.1. **Design Development Process**

(1) Based the approved Schematic Design Documents and budget and upon receipt of written NTP from the City, Consultant shall prepare Design Development Documents for City's approval. The Design Development Documents will illustrate and describe the development of the approved Schematic Design Documents and will consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. Consultant will coordinate and incorporate the work of BOA and BOLA into the Design Development Documents. Scopes A and C documents shall be separately prepared and coordinated by City.

(2) The Consultant will advise the City of the sufficiency and appropriateness of the design delineated thus far in the provided documents and identify

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opportunities for functional enhancements and/or revisions of purpose and value for the City to review.

(3) Prepare DD Phase design 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. The Design documents shall include specifications following CSI Master Format standards that identify major materials and systems and establish in general their quality levels.

(4) Prepare sub trade Design Criteria/Bridging Documents (100% Design Development) to be used as the basis of design by CM/GC for Design/Build MEP sub trade contractors.

(5) 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 Consultant shall participate with the City to establish an interactive and integrated design, review, and approval process with the CM/GC. Incorporate into the Design documents the design and constructability refinements resulting from the interactive collaboration with the CM/GC.

(6) The Consultant will be responsible for the preliminary layout, design, and detailing of all furnishing, fixture or equipment that is permanently attached to the Project building by means of adhesives, mechanical fasteners and/or any other device that secures a fixture to the building paid out of public funds or defined areas.

(7) Develop selection and approval of systems to be included in the Project such as Class A fuel and LPG, Class B gas fired props, fire water training hydrant systems, Class A fire water filtration systems, Class B exhaust filtration systems, utilities, mechanical, electrical, communication, and security systems, and other relevant systems and equipment.

(8) Update and modify the format of the Opinion of Probable Construction Cost Estimate submitted for DD phase of Design documents as related to Consultant's disciplines.

(9) Review all Design documents with the City, CM/GC, and revise documents, estimates and schedules as necessary in order to incorporate all of the comments.

(10) Prepare Construction Cost estimates at 100% Design Development Documents and reconcile those estimates with the independent construction cost estimates prepared by the City or CM/GC**.**

5.4.2. **Design Management and Coordination**

(1) The Consultant to compile, prioritize, organize, and coordinate consultants' reviews.

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(2) Actively participate in necessary design meetings and workshops with the City's Program Director, City's Project Manager, City's Architect and CM/GC to secure all approvals from all appropriate stakeholders and authorities.

(3) Actively participate in necessary pre-application meetings, initiated by the City and coordination with agencies such as DBI, Fire, PUC, PG&E, and other reviewing authorities.

(4) The Consultant shall expressly identify and obtain approval from the City prior to including deferred submittal design-build elements in the design, except for those disciplines already indicated in this Agreement as design-build scopes, including mechanical, electrical, and plumbing systems.

(5) Prepare materials to be used in the Project as reasonably necessary to perform Basic Services, to obtain required permits and approvals, and to make presentations to community groups and stakeholders.

(6) Prepare and maintain multi-dimensional (minimum of three dimensions) BIM models and reports necessary to collaborate and coordinate design and construction features with the CM/GC and its Subconsultant for purposes of verifying constructability and compatibility. The parties recognize that the BIM is an interactive tool to aid the Consultant and the CM/GC in their efforts to better coordinate the design and construction of the Project. The Consultant and its designated BIM Manager are responsible for managing the BIM until all necessary approvals have been achieved through bid/award. The CM/GC and its designated BIM manager will assume principal responsibility for managing the BIM thereafter. In all cases, however, it remains the Consultant's responsibility to prepare, (in whatever manner or form the Consultant, 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. BOA and BOLA shall prepare and maintain a separate multi-dimensional BIM model for Scopes A and C program elements utilizing the same BIM Revit program as Consultant and ensure it is fully compatible for inclusion and modeling in the overall site BIM model prepared and managed by Consultant. CM/GC shall prepare all documents that are necessary to secure permits from all agencies that have jurisdiction and approval over early trade bid packages.

(7) Update systems checklist for selection and approval of Scope B 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 for Scope B elements of the project.

(8) Assist City with updating strategy and goals for achieving minimum of LEED Gold v 4.1. Assist the City with registering the Project with the U.S. Green Building Council (USGBC).

(9) Update narrative report with narrative description of all components and facilities in the Project relating to Scope B disciplines by the Consultant including, code requirements, including the general types of construction by architectural and engineering disciplines, furnishings, equipment, outline specifications and Title 24, energy, mechanical and electrical load calculations and operating. Include a list of recommended finish materials.

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(10) The Consultant shall at defined completion milestone conduct its Scope B, QA/QC of the drawings and specification based on its QA/QC plan approved by the City evidenced to show that QA/QC has been implemented.

(11) The Consultant will conduct a review of the Scope B Construction Documents for completeness.

6 Design Changes

6.1 No substantive change shall be incorporated into the design documents unless it has been approved by the City in writing.

6.2 The Consultant shall maintain a Design Change Log of all recommended, pending, approved and incorporated changes for Scope B Work, and submit the Change Log to the City monthly during the design phase beginning with the NTP of Design Development Services.

6.3 The City approval of any change shall not entitle the Consultant to a change in Consultant's compensation, unless approved in writing by the City.

7. Construction Document Phase.

7.1. Upon approval of the Design Development Documents and budget and receipt of written NTP from the City to proceed with the Construction Document Phase, the Consultant shall:

7.1.1. 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 reasonably necessary to construct the Project as related to Consultant's disciplines. Consultant will coordinate and incorporate the work of BOA and BOLA into the Construction Documents. Scopes A and C construction documents including LEED Gold compliance and specifications shall be separately prepared and coordinated by City. Specifications shall include technical specifications conforming to CSI/MASTERFORMAT 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.

7.1.2. 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 Consultant 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 Consultant 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 and value engineering proposals from trade contractors during bidding (see 6.2 Value Engineering Integration Phase). The Consultant 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 Consultant will

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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.

7.1.3. Consultant cost estimate and coordination review services for the early trade bid packages shall be limited to review of quantities and unit costs only.

7.1.4. Participate and assist in the final selection and approval of the Scope B 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. The LEED boundary shall be limited to occupied buildings only, unless expanding the boundary improves opportunities to achieve LEED Gold or higher. Continue to monitor and evaluate LEED certification targets including tracking probable LEED point achievements through forecasted LEED Certification Scorecard format.

7.1.5. Prepare Construction Documents, including specifications, in full compliance with all applicable building codes, ordinances, other regulatory requirements, and applicable the City departments and utility providers. Consultant shall assemble and submit final construction documents to all agencies with jurisdiction. As necessary, review construction documents with agencies and revise and re-submit them as required to secure all necessary permits. Coordinate with BOA and BOLA for any required revisions and resubmissions related to their scopes.

7.1.6. The Consultant shall prepare the Scope B Technical Specification Section of the Project Manual as related to the Consultant's Scope B disciplines. City shall provide and coordinate all front-end specifications including Division 01 for the Project Manual with the Consultant's specifications writer. BOA and BOLA shall separately prepare and coordinate technical specifications for Scopes B and C work.

7.1.7. Prepare Construction Cost estimates at 50% and 95% Construction Documents and reconcile those estimates with the independent construction cost estimates prepared by the City or CM/GC. Cooperate and coordinate with the Program Director, Project Manager, Project Architect, and the CM/GC to reconcile any differences with the City's and/or the CM/GC's or its Subconsultants' estimates of construction costs and the FCBL.

7.1.8. If the estimated construction cost at the Construction Documents Phase for any trade package exceeds the initial construction cost estimate 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 opinion from the Consultant, and in consultation with the CM/GC and Construction Management consultant, that the cost of subsequent trade packages along with the cost of already bid and/or awarded trade packages will not exceed the FCBL. The preparation of early trade bid packages includes the CM/GC's sole responsibility for the application and securing of all permits and approvals The cost of any VE redesign services after approval of the 50% Construction Documents by the City associated with early trade bid packages shall be an Additional Service.

7.1.9. The Consultant shall participate with the City to establish an interactive and integrated design, review, and approval process with the CM/GC. The Consultant shall

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furnish a Drawing and Report Set of all construction documents to the City, including Scope A and C documents separately prepared by BOA/BOLA for approval at 50% and 95% completion, and revise them if required and directed by the City. The Consultant shall not be responsible for the timely performance, accuracy and/or submission of BOA/BOLA Scope A or C, or CM/GC early Trade Bid package work or deliverables.

7.1.10. Unless directed otherwise in writing by the City, the Construction Document phase shall not be considered 100% complete until the Consultant has received all required agency and the City's approvals and/or permits.

7.1.11. The Consultant, all subconsultants, BOA, BOLA and CMGC shall represent, in writing, that to the best of their knowledge, information and belief, the final Construction Documents prepared by Consultant and CM/GC, except for deferred submittals, are complete, fully coordinated 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 Consultant's performance of design services, and upon completion of the final 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 Consultant to produce a comprehensive, complete, and accurate set of construction documents including plans and specifications for the Project as required by this Agreement.

7.1.12. The Consultant shall at 50% and 95% completion milestone conduct its QA/QC of the drawings and specification prepared by Consultant based on its QA/QC plan approved by the City evidenced to show that QA/QC has been implemented.

7.1.13. The Consultant will conduct a peer review of the Construction Documents for constructability and completeness.

7.1.14. Assist the City and its CM/GC to coordinate with and secure all necessary approvals from all appropriate stakeholders and regulatory authorities including submitting Site Permit, Building Permit and Addenda, Site Preparation, Foundation and Excavation and Shoring, and Electrical Switchgear.

7.1.15. Upon written approval by the City of the Drawing Set, provide the City with a set of final Construction Documents ready for bidding. Said Construction Documents shall include any previously issued bid packages and documents prepared by BOA and BOLA. Final Construction Drawings and the certification page of the specifications submitted to the City for bidding purposes shall be signed and stamped by the Consultant or its consultants, as appropriate.

7.1.16. Together with its subconsultants and BOA the Consultant shall make presentations to the City and State agencies, stakeholders and community groups as directed by the Program Director or Project Manager.

7.1.17. Provide to the City Program Director, City Project Manager and City Project Architect for his or her review and approval, electronic copies, including PDF files, CAD files, and BIM models, of all compiled complete project drawings sets and complete specifications, draft Drawing Sets, as requested at approved drawing scale.

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7.1.18. If requested by the City, assist in the prequalification of sub-contractors to the CM/GC during bidding phase.

8 Construction Phases.

8.1 BOA and BOLA shall be separately responsible for the provision of Construction Phase Services described below for Scopes A and C work as coordinated by Consultant.

8.1.1 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 Consultant 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 Consultant to date have been adequately performed and completed. Upon authorization by the City, the Construction Phase Services become part of Basic Services.

8.1.2 There will be multiple trade packages for the Project, which consist of site preparation package, early sub trade MEP packages and the building package. The CM/GC is responsible for preparing all of the trade packages and securing trade package permit approvals required for LEED Gold approval by USGBC, and 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 and/or negotiated or bid separately from other portions. During the preparation, negotiation, or bidding of each trade package, the Consultant 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.

8.2 **Construction Services.** Construction Services shall consist of the following phases of work.

8.2.1 **Construction Bid / Negotiation Phase.** Upon commencement of the solicitation of bids/negotiations phase by the City, the Consultant shall:

(1) Participate in and assist the CM/GC and the City with pre-bid conferences, if any, for the construction trade packages.

(2) Prepare responses to bidders' questions, interpret Construction Documents, evaluate requests for substitutions and prepare addenda for clarifications, and assist the CM/GC and the City as required in responding to bidders' questions.

(3) Provide the City with electronic originals of all addenda to be issued and provide copies to the CM/GC.

(4) Assist the CM/GC and the City with reviewing and evaluating all bids submitted and making recommendations for awarding trade subcontracts.

(5) Following the approval of the Construction Documents, provide as an additional service redesign services as may be required to remain within FCBL. Such redesign services may include incorporating value-engineering proposals made by the CM/GC or any subconsultant and accepted by the City if those are required to bring the Project within FCBL.

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(6) Upon award of the trade subcontracts, work with the City to provide a consolidated a Conformed Set of Construction Documents with all addenda, permit plans, accepted bid alternates and construction bulletins incorporated into appropriate specification sections or drawing sheets. Provide the CM/GC and the City with an electronic copy of conformance set "For Construction" Drawing Set and Project Manual including Specifications. BOA, BOLA, and CM/GC shall separately prepare their respective sections of the conformed set and provide BIM files to Consultant.

8.2.2. **BIM Management for Design and Construction**. The Consultant shall work with the City to develop, manage, and maintain the Design BIM(s) incorporating responses to RFI's, clarifications, ASI's, DDC's and Consultant-issued documents arising from Change Orders to maintain a current As-Planned BIM through a web-based BIM 360 construction management system. The CM/GC shall use the As-Planned BIM to keep current their own CM BIM(s) to verify constructability and costs, sequencing plans, and schedules. At the conclusion of construction, the CM/GC will prepare a BIM reflecting the "As-Built" conditions of the Project based on the Consultant's As-Planned BIM. The AIA E 202 will be used to specify the level of detail required in the model(s).

8.2.3. **Value Engineering Services During Bid:** The City intends to accept value engineering proposals submitted by trade subconsultant that will lower the cost of the Project. Upon submittal of value engineering proposals during Construction Bid/Negotiations phase and before award of trade package contracts, the Consultant shall:

(1) Assist the City and CM/GC with review and evaluation of the value engineering proposals submitted.

(2) Interpret and assess the proposals and make appropriate recommendations, with supporting documentation and data, to the City and CM/GC for consideration.

(3) Incorporate selected value engineering proposals into the plans and specifications as an additional service.

(4) Value engineering proposals submitted after 50% construction documents and accepted prior to award of trade packages shall be incorporated by the Consultant and compensated as an additional service. Fees to incorporate Value Engineering changes to the design proposed by CM/GC or trade sub-contractors after award of trade packages shall be paid as additional services.

(5) The amounts included for Value Engineering phase is a not-to-exceed allowance, not a lump sum quote. Any unused balance shall be deducted from the Contract Sum and revert to the City.

8.3. **Construction Administration Phase**

8.3.1. **Consultant Responsibilities.**

(1) Upon Written NTP from the City to the Consultant to proceed with Construction Administration Phase Services the Consultant shall provide services during the Construction Administration as set forth below.

(2) The Consultant and its subconsultants shall fulfill all duties and requirements pertaining to Consultant of Record and Engineer(s) of Record as required by code.

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(3) BOA and BOLA shall be separately responsible for the provision of Construction Phase Services described below for Scopes A and C work. BOA/BOLA shall coordinate with Consultant for the provision of timely and responsive services for the integrated Scopes A, B & C Project during the Construction Phase. CM/GC shall be solely responsible for Construction Phase services for Trade Bid package work.

(4) Compile and update checklists of all testing, equipment startups, submittals, warranties, guarantees, maintenance and operation manuals, extra stock and all other close-out documents that are required of the CM/GC by the Contract. CM/GC shall independently maintain its own checklist and provide an updated list on a monthly basis to the City and Consultant. Consultant shall review the CM/GC's monthly list during the course of construction and provide a final status report of the CM/GC's performance for this requirement by the end of construction.

(5) Work with City to prepare, submit, and administer final LEED certification documentation as required by the U.S. Green Building Council (USGBC).

(6) The CM/GC shall be solely responsible for scheduling, purchase, and installation of long lead items necessary for the orderly progress of the work. Late acquisition of materials may impact the timely completion of the project. Any delays associated with the late ordering or acquisition of materials or services by the CM/GC shall be the sole responsibility of the CM/GC.

8.3.2. **Submittals and RFIs.**

(1) Unless otherwise agreed by the City, the Consultant shall review, approve or otherwise act upon RFIs and mock-ups within an average of ten (10) working days and no more than fifteen (15) working days, and submittals, shop drawings and substitution requests within an average of ten (10) working days and no more than fifteen (15) working days. If the Consultant expects that the review of any materials and/or communications will oblige longer than a fifteen 15-day consideration, the Consultant shall notify the City and CM/GC in writing within five (5) days of the receipt of the pertinent documents stating the reasons why a delay is expected, and what actions it intends to take to ensure the timeliest response practicable. 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.

(2) Should accelerated review of submittals or RFIs be necessary to allow for the early buy out of subcontracts or placement of material orders due to product scarcity, manufacturing or logistic delays, the CM/GC, the City and Consultant shall develop a prioritized "Hot" RFI or Submittal Review process. Hot RFIs will be reviewed first, pushing reviews of lower priority RFIs or submittals back into the schedule. Review of lower priority RFI's beyond the contractual review durations due to the implementation of the Hot RFI process shall not be deemed to be "late" or contribute to a claim of delay on the part of the CM/GC or City.

i. If more than 5 RFIs are submitted per day (more than 25 RFIs per week), the Contractor shall prioritize RFIs responses needed based on most to least critical. Due dates based on fifteen (15) day duration will be adjusted accordingly.

ii. The CM/GC shall be solely responsible for scheduling, purchase, and installation of long lead items necessary for the orderly progress of the work. Late

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acquisition of materials may impact the timely completion of the project. Any delays associated with the late ordering or acquisition of materials or services by the CM/GC shall be the sole responsibility of the CM/GC.

8.3.3. **Supplemental Drawings and Specifications**. As directed by the City the Consultant shall assist the City to prepare and distribute electronically supplementary drawings and specifications for Scope B work in response to RFIs, or as otherwise required to clarify the design intent of the Construction Documents, or to document Change Orders and Construction Change Directives by the City as related to subconsultants. The Consultant shall respond to the CM/GC's requests for information; provided, however, that the Consultant 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. The City will prepare and effect any required contract modifications and change orders.

8.3.4. **RFIs and Change Orders Review and Categorization.** The CM/GC shall first review all RFI's and submittals for accuracy, completeness, and justification prior to submitting to Consultant. The CM/GC shall review, categorize all Requests for Information (RFIs) and Change Orders (COs) by cause, and so advise the Consultant. This will assist the City in tracking the amount and percentage of additional costs incurred attributable to, for example, City requests, Consultant errors, Consultant omissions, hidden obstructions, unforeseen conditions, Contractor errors, other Contractor generated conditions, and new regulatory mandates. The Consultant shall indicate in writing whether it concurs with or objects to how the CM/GC categorizes each RFI or CO and shall recommend for the City's consideration any change to the category assigned. No categorization by cause by the CM/GC shall be deemed the City's admission or assignment of legal responsibility or liability on the Consultant. For example, the CM/GC designating an RFI or CO as caused by "architect errors" or "architect omissions" is the opinion of the CM/GC and not an admission by the Consultant that the error or omission was caused by the negligence of the Consultant.

8.3.5. The Consultant shall prepare drawings incorporating responses to RFI's and other clarifications related to Consultant's Scope B disciplines.

8.3.6. At no cost to the City, the Consultant shall update the Construction documents, including BIM model, to reflect Consultant's Scope B responses to RFIs and other changes issued.

8.3.7. **Site Visits and Reporting.** The Consultant and its subconsultants shall make one visit to the Project site each week 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 identify 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 Construction Documents. These visits are not to be construed to require supervision or inspection, and the Consultant shall not be required to make exhaustive or continuous on-site observations of the Work. The Consultant shall prepare a written report of each weekly 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. Review of the CM/GC job site safety measures will be NIC to all field reports.

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8.3.8. **Construction Meetings and Coordination**. The Consultant shall attend one construction meeting per week and related other Project meetings throughout the construction phase as requested by the City, the Program Director, Project Manager, or the CM/GC. Attendance at construction meetings can be virtual or in person. The Consultant 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. The City shall provide a full-time, onsite Inspector of Record (IOR) for this project. It is understood that the City will be responsible for providing day-to-day field inspection services and shall cooperate and coordinate with the Consultant in matters pertaining to the Consultant's work. The Consultant 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 Consultant.

8.3.9. **On-Site Additional Services.** The Consultant shall provide, as part of additional services, as-needed support in an on-site office provided by the CM/GC. Other subconsultants, as defined in Attachment 2 for Scope B Consultants representing specialty services are required to perform similar as-needed on-site additional services for periods agreed-to between the Consultant and the City, and it is the Consultant’s responsibility to coordinate the availability of other consultants and schedule such on-site services as necessary for the timely progress of the Work.

8.3.10. The Consultant shall interpret the Contract Documents and advise the City of all decisions rendered. The Consultant shall provide its interpretation electronically in written or graphic form. Interpretations by the Consultant shall be consistent with the intent of and reasonably inferable from the Contract Documents.

8.3.11. The Consultant acknowledges that the City is using the Construction Manager/General Contractor mode of contracting to construct the Project. There is no certainty that the trade subcontractor(s) who is (are) awarded subcontracts will cooperate willingly with the contract documents. The Consultant acknowledges that as a result, it may encounter varying amounts of administrative difficulties during the construction phase of the Project. The Consultant is eligible for additional compensation for these administrative difficulties if the City in its reasonable discretion determines that the amount of time spent in responding is appropriate to the level of effort necessary to resolve the issue.

8.3.12. 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.

8.3.13. The Project delivery method that is incorporated into this Agreement and the City’s Agreement with the CM/GC, contemplates collaboration and open communication between the Consultant, BOA/BOLA, and the CM/GC during all phases of the Project. The Consultant will not, however, offer any directive or communication, nor 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 Program Director, Project Manager and Project Architect. Communications by and with the Consultant's consultants shall be through the Consultant.

8.3.14. The Consultant shall 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.

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8.3.15. The Consultant shall review the CM/GC's payment applications for relative degree of completeness of Scope B work, BOA/BOLA shall review for Scope A and C work, and they shall recommend to the City whether it should certify as complete any of the work that is the subject of the application. The Consultant's recommendation to pay any of the amounts requested shall constitute the Consultant's representation that (1) it has observed and evaluated the work at the site as provided in Article 8.3.7 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 Consultant'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 reasonably observable for conformance with the Contract Documents relative 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 Consultant. The Consultant's representation 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 Consultant 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 subconsultant 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.

8.3.16. The Consultant shall advise the City to reject work that the Consultant believes in good faith does not conform to the Contract Documents. Whenever the Consultant considers it necessary or advisable to implement the intent of the Contract Documents, the Consultant will advise the City to require additional inspection or testing of the work in accordance with the provisions of the Contract Documents, whether 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.

8.3.17. The Consultant shall review results of testing and special inspection procedures that are required by the construction Contract Documents and report its comments to the City. The Consultant shall 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.

8.3.18. The Consultant shall 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 deviate from the approved design intent or, 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 Consultant is required to substantially revise documents in order to accommodate substitutions or equals, the City will compensate the Consultant as Additional Services, provided that the need to revise the documents was not caused by the Consultant's negligent errors or omissions.

8.3.19. The Consultant shall Review Scope B shop drawings, samples, wiring, and control diagrams, schedules and lists of materials and equipment, and other descriptive data

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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.

8.3.20. The Consultant shall Review Scope B 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 Consultant 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 Consultant 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 Consultant's review of the CM/GC's submittals does not alter the CM/GC's responsibility for errors and omissions in such submittals.

8.3.21. The provision of more than two reviews by the Consultant of incomplete or inaccurate editions of "Revise and Resubmit" submittals or RFIs prepared by the CM/GC, or its subcontractors shall be an Additional Service.

8.3.22. The consultant will be required to provide only two punchlist walks, preliminary and final. Provision of additional punchlist reviews shall be an additional service. After compilation of the final punch list by the CM/GC, the Consultant, in conjunction with the CM/GC, will verify the final punch list, recommend changes, participate in site visits to determine and track the status of the acceptability of all punch list items, participate in the final review of the Project and advise the City as to the approval of work performed by the CM/GC.

8.3.23. The Consultant shall assist the City, 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 Scope B equipment, and any building commissioning that may be required related to applications by the City for LEED certification.

8.3.24. The Consultant shall at all times have access to the work and the Project site.

8.3.25. The Consultant 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 subconsultant or any other persons performing any of the work on the Project (unless directly employed or retained by the Consultant), or for the failure of any of them to carry out the work on the Project in accordance with the Construction Documents.

8.3.26. The Consultant shall not have the authority to stop the work unless specific authorization has been granted in writing by the City.

8.3.27. All Scope B design-build systems, except for those indicated in this Agreement as CM/GC Trade Bid packages submitted by the CM/GC shall be reviewed by the Consultant 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 of its Trade Bid subcontractors.

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9. Warranty Phase

9.1. Consultant shall be responsible for the revision of Warranty Phase Services for Scope B only. CM/GC shall be separately responsible for the provision of warranty work for Trade Bid Packages.

9.2. The Consultant shall assist the City and City's maintenance and operation personnel in conducting warranty inspections for Scope B work during the warranty period following Final Completion as set forth below:

(1) The Consultant shall observe and review the condition of completed Scope B 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.

(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.

(3) If Scope B 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, the Consultant 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.

10. Additional Services

10.1. **Definition.** As defined in Article 1 Definitions, Additional Services are services in addition to the Basic Services of this Agreement. The Consultant 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 Consultant contends are Additional Services, the Consultant shall not perform such services until (a) the Consultant provides the City with written notice of the contention with factual support, and (b) the City then instructs the Consultant in writing to proceed, in which case the Consultant 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, and

10.2. Additional Services include but are not limited to the following:

(1) Preparation of more than three separate bid packages

(2) Financial feasibility studies.

(3) Preparation of Record Drawings

(4) Value engineering services after approval of 50% construction documents

(5) Multiple reviews of the CM/GC's Revise and Resubmit RFI's or Submittals

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(6) Office systems furniture design, specifications, or procurement.

(7) Preparation of Fire Department movable equipment, specifications, or procurement

(8) Revisions to design drawings associated with undiscovered subsurface of soils conditions.

(9) Punchlist Reviews in excess of preliminary and final punch list, job walks, and documentation.

10.3. 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.

10.4. Detailed quantity surveys or inventories of material, equipment, furnishings, and labor.

10.5. Services required in connection with construction performed by others that is not part of the Project work, except as indicated in the Agreement.

10.6. Providing consultation concerning replacement of any work damaged by fire, weather, vandalism, theft, or other cause during construction and furnishing services as may be required in connection with the replacement of such work.

10.7. 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 Consultant's consultants or employees.

10.8. Preparing design and construction documents for procurement or manufacture or creation of artwork 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 artwork.

10.9. Providing services after Warranty Phase completion unless such services are required as a result of the Consultant's negligent error or omissions.

10.10. Providing services, consultants, or scope of work not stipulated as included in this Agreement, and not customarily provided as part of the Consultant’s Basic Services, which includes but is not limited to:

(1) Preparation of our support services for Amendments to the approved CEQA documents.

(2) Shadow study, wind studies, noise analysis, AB-32 carbon footprint analysis, traffic/parking, vehicle miles travelled, cultural resources, biological resources and environmental or CEQA consultants.

(3) Structural analysis beyond code requirements.

(4) Archeological, Biological and Historic consultants.

(5) Hazardous materials consultants; and,

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(6) 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) Additional Services to incorporate substantial structural changes to integrate the artwork administered by the Art Commission after the completion and acceptance of the Design Drawings.

(8) Attendance or presentation at community/neighborhood outreach meetings.

(9) Litigation, meditation, or deposition support of City responses to claims by CM/GC.

(10) Review of waterproofing failures after acceptance of the work by the City.

(11) Coordination of installation of specialty regional transportation training elements by the SFFD including provision or installation of railroad train cars, BART or Muni train cars or truck tanker trailers.

10.11. 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 Consultant.

(1) Coordination of tenant moves and relocations and move management.

(2) On-site representation beyond those services defined as Basic Services.

(3) Development of fire training curriculum by Consultant with or for the San Francisco Fire Department.

(4) Live fire prop or simulation training structure staff training sessions.

11. **Services Provided by Attorneys.** Any services to be provided by a law firm or attorney must be reviewed and approved in writing in advance by the City Attorney. No invoices for services provided by law firms or attorneys, including, without limitation, as subconsultants of Consultant, will be paid unless the provider received advance written approval from the City Attorney.

12. **Reports.** Consultant shall submit written reports as specified in the Agreement. Format for the content of such reports shall be determined by the San Francisco Public Works. The timely submission of all reports is a necessary and material term and condition of this Agreement. The reports, including any copies, shall be submitted on recycled paper, and printed on double-sided pages to the maximum extent possible.

13. **Department Liaison.** In performing the Services provided for in this Agreement, Contractor's liaison with the San Francisco Public Works will be Scott Moran. The

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Department's liaison with the *Consultant* will be Michael B. Ross, AIA, or an approved designated alternate.

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Appendix B
Calculation of Charges

1. No charge shall be incurred under this Agreement, nor shall any payments become due to the Consultant until final reports, documents, or services as required under this Agreement have been completed and are received from the Consultant 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. Notwithstanding, the Consultant shall invoice the City monthly, and the City shall pay the Consultant monthly on a percentage of completion basis for the work deemed acceptable by the City for each phase.

2. **Hourly Billing Rates.** All billable staff rates including that of the subcontractor shall be fully burden to include labor, benefits, taxes, overhead, profit, health care benefit surcharge, minimum compensation accountability surcharge, call out surcharges, other surcharges, personnel protective equipment (PPE) for level D Protection, costs for obtaining insurance and bonds, employee fringe benefits, employee paid time off, employee training, support and administrative services, and ancillary charges. Administrative and clerical support services are considered part of overhead.

3. **Annual Escalation.** The listed rates in Attachment 2, Fee Schedule, will be valid for at least one year after contract award and reflect the 2023 billing rates. The Consultant may request for annual escalation of billing rates for the second through fifth year of the contract, but only once per year every twelve months, starting from the first anniversary date of the Notice to Proceed (NTP). The increase will be based on the percentage change of the Consumer Price Index (CPI) for the San Francisco Bay Area for Urban Wage Earners and Clerical Workers. To request a rate change, the Consultant must submit a billing rate increase request letter for approval by Public Works. Requests for billing rate increases must be made in writing and submitted to the Contract Manager no earlier than thirty (30) days prior to and no later than thirty (30) days after the anniversary date of the NTP. Requests made outside of this timeframe will not be considered, and retroactive requests will not be granted for past contract years or years where the Consultant failed to request a billing rate increase. The adjusted billing rates will be memorialized via a Contract Modification and rates will be effective on the date of the Notice of Modification. The billing rate for each job classification listed cannot exceed the lowest rate charged to any other government entity. The City reserves the right to audit material such as project billing records, accounting records, and time sheets to verify the accuracy of invoices. Refer to "Attachment 2, Fee Schedule," for the negotiated hourly rates.

4. **BASIC SERVICES.** The City shall compensate the Consultant as follows:

4.1. The Contract Sum, which shall be a Lump Sum Fixed Fee, includes all subconsultant fees and normal costs to the Project including all phone calls, faxes, in-house and subconsultant coordination, presentations, printing, and reproductions as required by this Agreement, excluding only those costs for Additional Services and amounts for Reimbursable Expenses. For all of the Consultant's Basic Services, including all services performed under the Agreement, the Consultant shall be paid a Contract Sum amount as set forth in Section 3.3, Compensation of Agreement and the Fee Schedule attached.

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4.2. The Certified Contract Sum is the amount certified by the Controller at any point in time. Certified Contract Sum initially shall not exceed the Contract sum specified in Section 3.3.1, Compensation of the Agreement. The City will adjust the value of the Certified Contract Sum during the Project. Upon certification of funds, the Consultant will develop and monitor the Project according to the schedule. The City, in its sole discretion, reserves the right to cancel any subsequent phase if it determines it is in the City's best interest.

4.3. The Fee Schedule represents the Consultant's estimate of the level of effort required of it over the life of this Agreement to earn the fees identified as "Architectural."

4.4. The City fully expects that the Lump Sum Fixed Fee for Basic Services, as represented by the Consultant, adequately covers the cost to successfully complete the work across all phases according to the agreed upon schedule and with a professional level of quality. As such, only significant modification to the design directed by the City shall be considered an Additional Service. In the event that the building program or requirement reduces or increases in complexity from that as represented in the RFQ document (e.g., a substantive reduction or increases in area for a Scope B structure), the design fee shall be correspondingly reduced or increased to reflect the adjusted level of effort.

5. ADDITIONAL SERVICES

5.1. As defined in Article 1.1 Definitions, Additional Services are services not specified or required in the Agreement as Basic Services. The City shall not compensate the Consultant for Additional Services unless such services are authorized in writing prior to performance by the Consultant. Payment for Additional Services shall be made in accordance with the Hourly Rate Schedule set forth in Attachment 2.

6. FURNISHINGS, FIXTURES AND EQUIPMENT NOT AFFIXED

6.1. At the request of the City, the Consultant shall provide services to plan and prepare documents for procurement and installation of furnishings, fixtures, and equipment (FFE) not affixed to the building. The Consultant shall provide these services as Additional Services. Inventory of fire training, fire apparatus, or shop and furnishing shall be completed by others retained by the City. The Consultant will, however, space plan and coordinate the size and location of furniture and equipment requirements of the City based on information provided to the Consultant by the City.

7. REIMBURSABLE EXPENSES

7.1. The following rates shall apply for all other services, and remain in effect throughout the term of the contract for both the Contractor and all levels of sub Contractors.

Expenses	Rates/Schedule
Subconsultant/Vendor Work	Cost plus 5% *(for a maximum of two tiers of subconsultants)*
Meal Expenses	Not reimbursable.
Incidental Expenses	Not reimbursable.
Lodging	Not reimbursable without prior approval.

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Air/Taxi/Shuttle/rail fares	Not reimbursable without prior approval. Air travel fares must be based on economy class ticket prices unless pre-approved by the Contract Manager or Project Manager. Any airfare beyond the economy class ticket price is not reimbursable without prior agreement and pre-approval by the Contract Manager or Project Manager. The Consultant must provide a written justification for the use of higher-class travel at the time of the pre-approval request. The Project Manager will review the justification and determine if higher class travel is reasonable and necessary for the project. If approved, the Consultant must submit a copy of the pre-approval for higher class travel with their invoice for reimbursement. Any airfare beyond the pre-approved amount will not be reimbursed. The City reserves the right to audit air travel expenses to verify compliance with this provision.

7.2. The City has established an allowance of $525,360 (Five hundred twenty-five thousand, three hundred sixty dollars) for Reimbursable Expenses, inclusive of Trip Allowance. Reimbursable Expenses shall be invoiced by the Consultant's accounting categories and shall be subject to the audit provisions of this Agreement.

7.2.1. Only the actual costs incurred by the Consultant shall be allowed and invoiced as Reimbursable Expenses. The Consultant shall not exceed the Reimbursable Expense allowance without prior written authorization from the City. There shall be no mark-ups of any kind allowed on Reimbursable Expenses.

7.2.2. All documents shall be transmitted electronically to the City.

7.2.3. All activities and work product resulting from implementation of 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 Consultant without the City's written advance approval shall be considered part of the Consultant's Basic Services.

7.2.4. 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 Consultant’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; City(d) in-house coordination materials among the Consultant and its team, including photocopy and drawing materials and messenger services; (e) all CAD and other computer-related time and expenses in support of those items specifically listed in articles 4, 5 and 6 of this Agreement; and (f) food and

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beverage charges of any kind unless approved in writing in advance by the City. Reproduction costs of Phase deliverables, check sets, Permit documents, Bidding documents, Contract documents, Conform sets, and Record documents shall be an allowable reimbursable expense.

7.2.5. Travel Within the Nine Bay Area Counties: Travel within the nine Bay Area counties (Alameda, Contra Costa, Marin, Napa, San Francisco, San Mateo, Santa Clara, Solano, and Sonoma) between the Consultant's or subconsultant's office and Project Site shall be considered part of the Consultant's or subconsultant's overhead and will not be reimbursed by the City, regardless of the location of the Consultant's or subconsultant's regular work sites. All tolls and parking fees within the nine Bay Area counties will not be reimbursed.

7.2.6. Required Travel Outside of the Nine Bay Area Counties: Travel within 100-mile radius of San Francisco is considered a part of the Basic Services fee, not Reimbursable Expenses. If the needs of the project require the Consultant or its subconsultants to travel outside of the nine Bay Area counties, and if agreed to in writing prior to initiation of work, the City will reimburse the Consultant for the actual travel expenses incurred to and from their regular work site(s) to the Project Site. If the Consultant or subconsultant maintain their regular work site(s) outside of the nine Bay Area counties, reimbursement will be limited to the lesser of (1) the actual expenses incurred to and from the regular work site, or (2) the equivalent travel expenses to and from San Francisco.

(1) All travel must be approved in advance by the Contract Manager or Project Manager. Advanced travel approvals must include estimated amounts for the approval(s) being given.

(2) The associated Travel Time will be similarly reimbursed for the lesser of (i) the actual travel time incurred to and from the regular work site, or (ii) the equivalent travel time to and from San Francisco.

(3) Mileage shall be subject to the Internal Revenue Service (IRS) standard mileage rate for business use of an automobile, with no markup. This rate is subject to change, yearly.

(4) For all travel within the continental United States, travel expenses will be reimbursed according to the federal maximum lodging by locality rates. Any exceptions to the Federal rates must be approved in advance by the Project Manager. Federal rates for lodging, can be found at: http://www.gsa.gov/ > Per Diem Rates.

(5) Advanced travel approvals and receipts must be included in reimbursements requests. Minor discrepancies between the estimate and actual amounts may be approved by the Contract Manager or Project Manager at the time of payment request.

(6) Air travel fares shall be based on lowest Economy Class ticket prices and will be reimbursed based on actual expenditures.

(7) Taxi, shuttle, rail, and rental car fares will be reimbursed based on actual expenditures. Rail expenses shall be based on lowest Economy Class ticket prices (or equivalent.) Rental car expenses shall be based on the rate for either the Economy or Compact class of car or its equivalent. No upgrades on these forms of transportation will be reimbursed.

(8) Tolls and parking fees associated with approved travel will be reimbursed based on the actual cost.

(9) If public transportation is used, submit receipt/proof-of-purchase for approved travel.

7.2.7. An allowance of trips by the Consultant has been incorporated into the Fee Schedule. Additional travel must be approved in advance by the Project Manager. Each

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additional trip is subject to the Project Manager's approval in writing two weeks in advance. All travel expenses are subject to final approval by the Project Manager at the time of invoice submittal.

8. PAYMENT SCHEDULE AND INVOICES

8.1. PAYMENT SCHEDULE AND INVOICES

8.1.1. The Fee Schedule:

(1) The design services are divided into phases: Program Validation Phase, Concept Design Phase, Schematic Design and Design Development Phase. Each phase is assigned a value representing the total fee (Consultant and subconsultants) for that phase. The total of all of the values assigned to each phase equals the total fee (Consultant and subconsultants).

(2) Each phase is considered complete when that phase has achieved the benchmark set forth in the following table or mutually agreed to benchmarks:

TABLE I: SCOPE B FEE SUMMARY

A/E SERVICES – SCOPE B PHASES	TOTAL PHASE LUMP SUM FEE AMOUNT
Pre-Design Phase Project Coordination	$85,633.12
Coordination Services for Scopes A & C	$660,558.51
Existing Conditions Review, Format and Modeling (BKF)	$38,392.00
Program Validation/Concept Design	$908,292.04
Schematic Design	$1,250,641.65
Design Development	$1,689,417.14
Early Bid Package – Site Civil	$197,872.33
Early Bid Package – Design/Build Pile Foundations	$100,398.33
Early Bid Package – MEP Bridging Documents	$124,798.33
Early Bid Packages – Construction Administration Services	$160,894.37
Construction Documents - Main Contract	$2,152,595.62
Permit/Approvals	$157,362.96
Construction Phase Services - Main Contract (Provided Hourly - Assume 27 Months)	$2,656,747.26
Construction Close Out	$90,161.75
Building Commissioning	$225,000.00
OCI Door Hardware base Services	$34,000.00
EBS Markup for OCI Base Services	$3,400.00
OCI Optional Services	$2,800.00
EBS Markup for OCI Optional Services	$280.00
SUB-TOTAL CONSULTANT FEES SCOPE B	**$10,539,245.41**

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TABLE II: SCOPE A & C SUPPLEMENTAL SERVICES FEE SUMMARY PER PHASE	
SUPPLEMENTAL A/E SERVICES - SCOPE A & C PHASE	**TOTAL LUMP SUM PHASE FEE AMOUNT**
Program Validation/Concept Design	$84,794.00
Schematic Design	$93,588.00
Design Development	$163,233.00
Early Bid Package – Site Civil	$5,099.00
Early Bid Package – Design/Build Pile Foundations	$4,945.00
Early Bid Package – MEP Bridging Documents	$5,847.00
Early Bid Packages – Construction Administration Services	$13,111.00
Construction Documents - Main Contract	$206,800.00
Permits/Approvals	$13,976.00
Construction Phase Services - Main Contract (27 Months)	$128,998.00
Construction Close Out	$14,936.00
SUB TOTAL CONSULTANT SUPPLEMENTAL FEE - SCOPES A & C	**$735,327.00**
SUBTOTAL CONSULTANT FEES - SCOPES A, B & C	**$11,274,572.41**
Subconsultants 5% Mark-up - Scopes A, B & C	$347,646.04
SUBTOTAL CONSULTANT FEES & MARK UP - SCOPES, A, B & C	**$11,622,218.45**
Reimbursable Allowance Scopes A, B & C	$525,360.00
TOTAL COST OF THIS CONTRACT – SCOPES A, B & C	**$12,147,578.45**
ADDITIVE ALTERNATE A/E SERVICES	**TOTAL FEE AMOUNT**
Additive Alternate A/E Services: Prepare Scope B, MEP Construction Documents inclusive of PV and battery storage systems and associated bidding, construction phase and project close out services. Per the following breakdown of services:	
MEP:	$550,743.00
Structural PV:	$44,059.00
Civil PV:	$10,000.00
Subtotal	*$604,802.00*
5% Markup Consultants	$30,240.00
Subtotal	*$635,042.00*
Architecture PV	$87,808.00
TOTAL:	**$722,850.00**

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(3) The Consultant will submit invoices for work in progress no more than once each month for Basic Services. All fees, including those of the Consultant's subconsultants, are to be charged on a lump sum percent complete basis within the course of each phase. Lump sum fees will be invoiced based on the Consultant'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, all as set forth in the table below.

(4) With respect to each completed phase, the City will pay no more than the total amount budgeted for that phase. The Consultant is responsible for any fees more than the amount budgeted for that phase.

(5) All invoices that the Consultant 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 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.

(6) Payment to the Consultant during the Construction Administration Phase will be made monthly on a time and material basis, not to exceed the amounts identified in the Appendix B, Calculation of Charges by the CM/GC. Along with its invoice, the Consultant shall furnish copies of invoices submitted by subconsultants to substantiate reimbursement. The Consultant's invoices must identify the cost of the work completed by all subconsultants, on the Compensation of Services (Attachment 6).

(7) The City will retain **10%** of the amount of each invoice submitted by the Consultant for Basic Services, including costs of subconsultants, pending satisfactory completion by the Consultant of all work in the phase, and approval by the City; Retention shall be released following the City's acceptance of the work for that phase. Payment of approved retention amounts shall be within 30 days of receipt of invoice by City. There shall be no retention on Reimbursable Expenses or Additional Services.

(8) The Consultant shall receive compensation only for those Additional Services authorized in writing by the City in advance of the Consultant's performance of the work, and in accordance with the rate schedule found in Attachment 2 of this Agreement, which includes the subconsultants' fee schedules.

(9) The hourly rates shall be the standard rates given to any client of the Consultant under similar circumstances.

(10) 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 Consultant 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 billing rate.

(11) 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 Section 5.1.1.3 above.

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(12) There shall be no mark-ups by the Consultant for the cost of professional consultants retained by the Consultant in the performance of its Basic Services. Allowable mark-ups for professional consultants retained for approved Additional Services shall be **1.05x** the subconsultant's bill to the Consultant. No markups of any kind shall be allowed for any reimbursable expenses, whether invoiced by or to the Consultant.

(13) If during the course of construction, the City determines at its sole and reasonable discretion that modifications to Contract Documents are required due to negligent errors or omissions on the part of the Consultant or its subconsultants, the Consultant shall not be compensated for the cost of developing, preparing or reproducing the necessary revised drawings and specifications to correct those negligent errors or omissions nor shall the Consultant be compensated in its fee for the cost of any related extra design work. The Consultant's rights for such payment shall be reserved until Project completion.

(14) No deductions shall be made from the Consultant'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 Consultant is responsible based on its negligent errors or omissions.

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

(16) The Reimbursable Expense allowances set forth 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.

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ATTACHMENT 1

Schedule of Services

Fire Training Facility

Schedule Summary – 7/18/2023

Phase Durations with start of Concept Design after Notice to Proceed (NTP)given.
5 days/week

100% Concept: 60 days (12 weeks)

50% SD: 30 days (6 weeks)

100% SD: 50 days (10 weeks)

50% DD: 40 days (8 weeks)

100% DD: 60 days (12 weeks)

50% CD: 60 days (12 weeks)

95% CD: 40 days (8 weeks)

95% CD Estimate/Constructability: 20 days (4 weeks)

100% CD: 20 days (4 weeks)

Permits & Approvals: 550 days (110 weeks) – assumes start in parallel with start of 50% DD.

Construction: 760 days (152 weeks) – assumes start 48 weeks after start of Permits & Approvals

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ATTACHMENT 2

Fee Schedule

1. **Fee Schedule.** The approved billing rates, as shown in the following page, shall apply for all services, and remain in effect throughout the term of the contract for both the Consultant and all levels of subconsultants.

   Any staff that have been specifically identified to perform the work on this project cannot be modified without following the personnel changes specified below.

2. **Personnel Changes.** Any proposed changes to project personnel or staff classification as listed below must be approved in advance of any work commencing on the project and in writing by the SF Public Works Project Manager. These personnel changes may include but are not limited to:

   a. Proposed addition of new project personnel to perform requested services that are within the scope of the Agreement;

   b. Proposed change of staff classification for existing personnel; and/or

   c. Proposed replacement or substitution of any employee listed in this Attachment due to termination, promotion or reclassification.

   All proposed personnel must meet all qualification requirements established by the Agreement.

RossDrulisCusenbery Architecture, Inc. Executive Architect Supplier ID: 000006577	
Job Classification	**Billing Rate/Hr.**
Principal	$249.52
Design Principal	$249.52
Project Manager	$199.02
Senior	$181.20
Architect	$169.32
Designer/Job Captain	$142.58
Drafter	$112.88
Programmer	$112.88

Abercrombie Creative LLC DBA Abercrombie Planning+Design Subject Matter Expert Supplier ID: 0000047716	
Job Classification	**Billing Rate /Hr.**
Principal	$288.75

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AR Green Consulting LEED/Resource Efficiency Supplier ID: 0000028593	
Job Classification	**Billing Rate/Hr.**
Principal	$205.38

*BKF Engineers Civil Engineering DIR Registration Number: 1000002096 Supplier ID: 0000003393	
Job Classification	**Billing Rate/Hr.**
Principal	$322.42
Senior Associate Principal	$283.04
Associate Principal	$270.01
Senior Project/Technical Manager	$270.01
Project/Technical Manager	$247.09
Engineering/Surveying Manager	$226.12
Senior Project Engineer/Surveyor	$210.96
Project Engineer/Surveyor	$173.55
Design Engineer/Staff Surveyor	$142.78
Tech IV	$178.39
Tech III	$158.58
Tech II	$140.99
Tech I	$125.34
Drafter IV	$128.51
Drafter III	$117.61
Drafter II	$107.63
Drafter I	$98.50
* Subject to Prevailing Wage	

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Charles M. Salter Associates, Inc. Acoustical Engineering Supplier ID: 0000023036	
Job Classification	**Billing Rate/Hr.**
President and Senior Vice President	$381.82
Vice President	$310.22
Senior Associate	$262.51
Associate	$214.76
Senior Consultant	$186.14
Consultant	$162.28
Technical Assistant	$109.77

Clearstory, Inc. Signage and Wayfinding Supplier ID: 0000017122	
Job Classification	**Billing Rate/Hr.**
Principal-in-Charge	$333.47
Project Manager	$207.37
Technical Designer	$157.83
Senior Designer	$142.13
Designer	$111.44
Junior Designer	$104.92
Design Assistant	$81.97

Cumming Management Group, Inc. Cost Estimating Supplier ID: 0000076472	
Job Classification	**Billing Rate/Hr.**
Principal-in-Charge=Reg. Director	$262.00
Lead Staff Member=Associate Director	$208.98
Project Manager=Cost Manager	$190.26
Other Key Team Member = Sr. MEP Cost Manager	$177.79

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Emily Borland Specifications, Inc. Architectural Specifications Supplier ID: 0000020704	
Job Classification	**Billing Rate/Hr.**
Principal Specifier	$267.05
Associate Specifier	$143.27
Project Specifier I	$231.45
Project Specifier II	$199.89

Guidepost Solutions, LLC A/V, Telecom, IT, Security Supplier ID: 0000019178	
Job Classification	**Billing Rate/Hr.**
Senior Project Manager, Security	$200.03
Senior Project Manager, Telecommunications	$200.03
Senior Project Manager, Audiovisual	$200.03

Jensen Hughes, Inc. Code Compliance/Fire/Life Safety Supplier ID: 0000017705	
Job Classification	**Billing Rate/Hr.**
Principal	$341.58
Project Manager	$305.94

Kuth Ranieri Architects, LLP Associate Architect Supplier ID: 0000016747	
Job Classification	**Billing Rate/Hr.**
Principal	$250.27
Senior Technical Architect	$222.82
Associate Principal	$210.60
Senior Associate/Senior Project Manager	$177.02
Project Manager	$155.67
Project Architect	$149.55
Architect/Designer Staff - Level 3	$131.25
Architect/Designer Staff - Level 2	$119.05
Architect/Designer Staff - Level 1	$109.87
Intern Architect	$100.72

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NBA Engineering Inc. Building Commissioning Supplier ID: 0000003178	
Job Classification	**Billing Rate/Hr.**
Principal/Building Commissioner	$250.90

Niteo California, LLC Lighting Design Supplier ID: 0000028603	
Job Classification	**Billing Rate/Hr.**
Principal	$199.96
Associate	$165.53
Designer	$109.91

Pannu Larsen McCartney Structural Engineering Supplier ID: 0000013550	
Job Classification	**Billing Rate/Hr.**
Principal	$292.69
Project Manager/Structural Engineer	$188.63
Senior Engineer	$131.71
Design Engineer	$102.44
BIM Modeler	$113.83

P2S, Inc. Mechanical, Electrical, Plumbing Supplier ID 0000051756	
Job Classification	**Billing Rate/Hr.**
Principal-in-Charge	$307.49
Project Manager	$259.72
Mechanical Engineer	$259.72
Electrical Engineer	$259.72
Plumbing Designer	$215.51
Energy Modeling Engineer	$156.00

Docusign Envelope ID: 1786DAA3-1ACC-4002-AD49-1F0D69B4E815

RDH Building Science, Inc. Roofing/Waterproofing/ Exterior Envelope Supplier ID: 0000046604	
Job Classification	**Billing Rate/Hr.**
Principal/Senior Specialist	$310.00
Senior Project Manager	$235.00
Building Science Technologist	$210.00
Engineer (EIT)	$165.00

*Sato & Joson Engineers, Inc. dba SJ Engineers Fire Protection DIR Registration Number: Supplier ID: 0000016073	
Job Classification	**Billing Rate/Hr.**
Principal	$220.32
Associate	$145.99
Project Engineer	$145.99
Senior Designer	$140.68
Designer	$119.45
CAD	$92.90

Stearns, Conrad & Schmidt Consulting Engineers, Inc. (SCS Engineers) Industrial Engineers Supplier ID: 0000011814	
Job Classification	**Billing Rate/Hr.**
Principal-in-Charge	$268.56
Lead Staff Member	$223.46
Project Manager	$165.37
Key Team Member	$165.37

Syska Hennessy Group Vertical Transportation Supplier ID: 0000010074	
Job Classification	**Billing Rate/Hr.**
Principal-in-Charge	$261.08
Project Engineer	$194.61
QA/QC	$236.97

Docusign Envelope ID: 1786DAA3-1ACC-4002-AD49-1F0D69B4E815

ATTACHMENT 3

Key Personnel and Subconsultants

KEY PERSONNEL	
Firm	**Discipline/Service**
RossDrulisCusenbery Architecture, Inc.	**Executive Architect**
Michael B. Ross AIA, NCARB	Principal
Mallory S. Cusenbery AIA	Design Principal
Edwin Wilson AIA	Project Manager
Kuth Ranieri Architects	**Associate Architect**
Elizabeth Ranieri, FAIA, LEED AP, NCARB	Principal
Michael McGroarty, AIA, LEED AP	Design Principal
Abercrombie Planning & Design	**Subject Matter Expert (SME)**
Tommy Abercrombie, PhD	SME

SUBCONSULTANTS	
Firm	**Discipline/Service**
1) Abercrombie Planning + Design	Subject Matter Expert (SME)
2) AR Green Consulting	LEED /Resource Efficiency
3) BKF Engineers	Civil Engineering
4) Charles M. Salter Associates, Inc.	Acoustical Engineering
5) Clearstory, Inc.	Signage and Wayfinding
6) Cumming Management Group, Inc.	Cost Estimating
7) Emily Borland Specifications, Inc.	Architectural Specifications and Project Manual Management
8) Guidepost Solutions, LLC	Security, Telecommunications & Audiovisual Systems Design
9) Jensen Hughes, Inc.	Code Compliance/Fire Life Safety
10) Kuth Ranieri Architects	Associate Architect
11) NBA Engineering, Inc.	Building Commissioning
12) Niteo	Lighting Design
13) P2S, Inc.	Mechanical, Electrical, Plumbing and Energy Modeling
14) Pannu Larsen McCartney	Structural Engineering
15) RDH Building Science	Roofing/ Waterproofing/ Exterior Envelope
16) Sato & Joson Engineers Inc. dba SJ Engineers	Fire Protection
17) Stearns, Conrad &Schmidt Consulting Engineers, Inc. (SCS)	Industrial Engineer
18) Syska Hennessy Group	Vertical Transportation (Elevator Design)

Docusign Envelope ID: 1786DAA3-1ACC-4002-AD49-1F0D69B4E815

ATTACHMENT 4

BIM Management Plan & Delivery Matrix

(ISSUED AS A SEPARATE FILE)

Docusign Envelope ID: 1786DAA3-1ACC-4002-AD49-1F0D69B4E815

ATTACHMENT 5

Quality Assurance/Quality Control Plan

(ISSUED AS A SEPARATE FILE)

Docusign Envelope ID: 1786DAA3-1ACC-4002-AD49-1F0D69B4E815

DocuSign Envelope ID: 247ABE1D-BBB6-4B1E-969A-1F974966123C

ATTACHMENT 6

Compensation of Services

Docusign Envelope ID: 1786DAA3-1ACC-4002-AD49-1F0D69B4E815

DocuSign Envelope ID: 247ABE1D-BBB6-4B1E-969A-1F974966123C

SAN FRANCISCO FIRE DEPARTMENT, FIRE TRAINING FACILTY (FTF)
1236 Carroll Avenue, San Francisco, CA

SCOPE B - A/E FEE SUMMARY	RossDrulisCusenbery Architecture, inc.	Kuth Ranieri Architects	Abercrombie Planning + Design	P2S	P2S	Pannu Larsen McCartney	BKF Civil Engineers	AR Green Consulting	SCS Engineers	Cumming Management Group, Inc.	NBA Engineering Inc.	Jensen Hughes, Inc.	RDH Building Science	Clearstory Inc.	Syska Hennessey Group	SJ Engineers	Salter Inc.	Guidepost Solutions, LLC.	Guidepost Solutions, LLC.	Guidepost Solutions, LLC.	Niteo	Emily Borland Specifications, Inc.	Total
	Executive Architect / Parking	Associate Architect	Subject Matter Expert	Mechanical, Electrical, Plumbing	Energy	Structural	Civil		Industrial Engineer	Cost	Building Commissioning	Code Compliance/Fire Life Safety	Roofing/ Waterproofing/ Exterior Envelope	Signage and Wayfinding	Vertical Transportation (Elevator Design)	Fire Protection	Acoustical	Security Electronics	Telecom	AV	Lighting	Spec Writing	
		LBE				LBE Small, MBE		Micro-LBE, WBE			LBE			Micro-LBE, WBE		LBE Small, MBE					Micro-LBE, WBE	Micro-LBE, WBE	
BASIC SERVICES SCOPE B																							
Pre-Design Phase Project Coordination	$81,628.80	$4,004.32	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$85,633.124
Coordination Services for Scopes A & C	$325,800.00	$334,758.51	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$660,558.514
Existing Conditions Review, Format and Modeling (BKF)	$0.00	$0.00	$0	$0	$0	$0	$38,392	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$38,392.000
Program Validation/Concept Design	$298,068.96	$56,843.08	69,034	$57,150	$2,000	$20,000	$102,014	$0	$194,375	$41,000	$0	$0	$0	$0	$0	$15,000	$10,000	$2,025	$2,280	$1,710	$36,792	$0	$908,292.036
Schematic Design	$474,515.20	$109,390.44	69,034	$154,718	$5,000	$75,000	$143,326	$0	$0	$60,200	$0	$3,500	$18,000	$4,000	$2,750	$23,000	$7,000	$4,725	$5,330	$3,980	$75,373	$11,800	$1,250,641.645
Design Development	$558,448.00	$140,890.14	143,034	$231,909	$15,000	$145,000	$110,662	$0	$0	$70,400	$0	$2,000	$22,000	$31,000	$7,500	$55,000	$10,000	$13,900	$15,940	$11,660	$75,574	$29,500	$1,689,417.142
Early Bid Package – Site Civil	$53,706.24	$21,878.09	0	$0	$0	$30,000	$85,298	$0	$0	$0	$0	$0	$0	$0	$0	$1,000	$0	$0	$0	$0	$5,400	$590	$197,872.329
Early Bid Package – Design/Build Pile Foundations	$53,706.24	$21,878.09	0	$0	$0	$15,000	$3,824	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$5,400	$590	$100,398.329
Early Bid Package – MEP Bridging Documents	$53,706.24	$21,878.09	0	$32,400	$2,000	$0	$3,824	$0	$0	$0	$0	$0	$0	$0	$0	$5,000	$0	$0	$0	$0	$5,400	$590	$124,798.329
Early Bid Packages – Construction Administration Services	$49,048.32	$61,530.05	0	$0	$0	$10,000	$26,636	$0	$0	$0	$0	$0	$0	$0	$0	$8,280	$0	$0	$0	$0	$5,400	$0	$160,894.374
Construction Documents - Main Contract	$805,781.76	$206,817.86	130000	$91,740	$0	$275,000	$243,635	$0	$0	$103,200	$0	$1,500	$50,000	$36,500	$0	$9,200	$6,500	$25,000	$28,750	$21,250	$68,161	$49,560	$2,152,595.623
Permits/Approvals	$52,399.20	$42,925.76	10,000	$16,000	$0	$5,000	$5,528	$0	$0	$0	$0	$0	$4,000	$2,500	$0	$3,000	$0	$2,050	$2,380	$1,720	$3,960	$5,900	$157,362.961
Construction Phase Services - Main Contract (30 Months)	$1,497,115.20	$433,649.06	138,000	$159,280	$0	$145,000	$55,603	$0	$0	$0	$0	$0	$103,000	$32,000	$4,250	$0	$10,000	$16,350	$18,810	$13,890	$18,000	$11,800	$2,656,747.259
Construction Close Out	$17,727.68	$8,839.06	12000	$4,000	$0	$5,000	$11,115	$0	$0	$0	$0	$0	$5,000	$2,500	$0	$3,500	$6,000	$1,990	$2,190	$1,660	$8,640	$0	$90,161.745
Building Commissioning	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$225,000	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$225,000.000
OCI Door Hardware base Services	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$34,000	$34,000.000
EBS Markup for OCI Base Services																						$3,400	$3,400.000
OCI Optional Services																						$2,800	$2,800.000
EBS Markup for OCI Optional Services	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$280	$280.000
Subtotal Scope B	**$4,321,651.84**	**$1,465,282.57**	**$571,102**	**$747,197**	**$24,000**	**$725,000**	**$829,857**	**$0**	**$194,375**	**$274,800**	**$225,000**	**$7,000**	**$202,000**	**$108,500**	**$14,500**	**$122,980**	**$49,500**	**$66,040**	**$75,680**	**$55,870**	**$308,100**	**$150,810**	**$10,539,245.408**
SUPPLEMENTAL CONSULTANT SERVICES FEE SUMMARY - SCOPES A & C																							
Program Validation/Concept Design			25000				$31,114	$8,200.00		$17,600		$0		$0				$1,000	$1,100	$780			$84,794.00
Schematic Design			25000				$21,848	$8,200		$25,600		$0		$6,500				$2,100	$2,540	$1,800			$93,588.00
Design Development			30,449				$29,314	$12,300		$30,000		$0		$42,000				$6,390	$7,510	$5,270			$163,233.00
Early Bid Package – Site Civil			0				$5,099	$0		$0		$0		$0				$0	$0	$0			$5,099.00
Early Bid Package – Design/Build Pile Foundations			0				$4,945	$0		$0		$0		$0				$0	$0	$0			$4,945.00
Early Bid Package – MEP Bridging Documents			0				$5,847	$0		$0		$0		$0				$0	$0	$0			$5,847.00
Early Bid Packages – Construction Administration Services			0				$13,111	$0		$0		$0		$0				$0	$0	$0			$13,111.00
Construction Documents - Main Contract			35,449				$29,411	$16,400		$44,000		$0		$47,000				$11,580	$13,420	$9,540			$206,800.00
Permits/Approvals			2000				$5,066	$0		$0		$0		$4,000				$860	$1,190	$860			$13,976.00
SUPPLEMENTAL CONSULTANT SERVICES FEE SUMMARY - SCOPES A & C																							
Construction Phase Services - Main Contract (30 Months)			30,000				$16,918	$14,350		$0		$0		$45,000				$7,510	$8,840	$6,380			$128,998.00
Construction Close Out			3000				$6,846	$0.00		$0		$0		$2,500				$930	$930	$730			$14,936.00
Subtotal Scopes A & C	**$0**	**$0**	**$150,898**	**$0**	**$0**	**$0**	**$169,519**	**$59,450**	**$0**	**$117,200**	**$0**	**$0**	**$0**	**$147,000**	**$0**	**$0**	**$0**	**$30,370**	**$35,530**	**$25,360**	**$0**	**$0**	**$735,327.00**
Subtotal Scopes A, B, & C	**$4,321,652**	**$1,465,283**	**$722,000**	**$747,197**	**$24,000**	**$725,000**	**$999,376**	**$59,450**	**$194,375**	**$392,000**	**$225,000**	**$7,000**	**$202,000**	**$255,500**	**$14,500**	**$122,980**	**$49,500**	**$96,410**	**$111,210**	**$81,230**	**$308,100**	**$150,810**	**$11,274,572.41**
Consultants 5% Mark-up	$347,646																						$347,646.03
Total Scopes A, B, & C	**$4,669,298**	**$1,465,283**	**$722,000**	**$747,197**	**$24,000**	**$725,000**	**$999,376**	**$59,450**	**$194,375**	**$392,000**	**$225,000**	**$7,000**	**$202,000**	**$255,500**	**$14,500**	**$122,980**	**$49,500**	**$96,410**	**$111,210**	**$81,230**	**$308,100**	**$150,810**	**$11,622,218.44**
Reimbursable Allowance																							
Reimbursable Allowance	$30,000	$20,000	$150,000	$15,000	$5,000	$5,000	$2,110	$0.00		$2,000	$1,000	$0	$2,000	$0	$2,000	$500	$750	$7,000	$3,000	$3,000	$0	$0	$248,360.00
Liability Insurance Rider	$232,000	$0	$0	$0	$0	$45,000	$0	$0.00	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0.0	$0.00	$0.00	$0	$0	$277,000.00
Subtotal Reimbursables	**$262,000**	**$20,000**	**$150,000**	**$15,000**	**$5,000**	**$50,000**	**$2,110**	**$0**	**$0**	**$2,000**	**$1,000**	**$0**	**$2,000**	**$0**	**$2,000**	**$500**	**$750**	**$7,000**	**$3,000**	**$3,000**	**$0**	**$0**	**$525,360.00**
TOTAL SERVICES SCOPES A, B, & C	**$4,931,297.87**	**$1,485,282.57**	**$872,000.00**	**$762,197.00**	**$29,000.00**	**$775,000.00**	**$1,001,486.00**	**$59,450.00**	**$194,375.00**	**$394,000.00**	**$226,000.00**	**$7,000.00**	**$204,000.00**	**$255,500.00**	**$16,500.00**	**$123,480.00**	**$50,250.00**	**$103,410.00**	**$114,210.00**	**$84,230.00**	**$308,100.00**	**$150,810.00**	**$12,147,578.44**

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Carla Short, Director | Director's Office
carla.short@sfdpw.org | T. 628.271.3078 | 49 South Van Ness Ave. Suite 1600, San Francisco, CA 94103

NOTICE OF MODIFICATION

Date:	September 09, 2024
Contractor:	RossDrulisCusenbery Architecture, Inc. (RDC) 18294 Sonoma Highway Sonoma, CA 95476
Contract ID:	1000028635
Contract Title:	Architectural and Engineering Team led by an Executive Architect for a New Fire Training Facility
Modification No.1:	Increase contract amount and update standard contractual clauses. There is no change to contract duration.
Contract Sum:	$12,870,429 (as modified)
Certified Contract Sum:	$9,255,610 (as modified)
Contract Term:	October 31, 2023 – October 28, 2028
Purchase Order No:	0000775010

Carla Short
Interim Director of Public Works

DocuSigned by:
Bruce Robertson
63398308AB81447...

By: Bruce Robertson, Deputy Director
Financial Management and Administration

Ec: Michael Ross, RDC
Scott Moran, SF Public Works
Vivian Liu, Contract Monitoring Division
Accounting

Att: Modification #1 Agreement; Original Agreement (Executed)

Docusign Envelope ID: 1786DAA3-1ACC-4002-AD49-1F0D69B4E815

PUBLIC WORKS COMMISSION
CITY AND COUNTY OF SAN FRANCISCO

RESOLUTION NO. 2024-0055

WHEREAS, Public Works and RossDrulisCusenberry Architecture, Inc. entered into Contract No. 1000026403 in the amount of $12,147,579, to render professional services in connection with design and construction of a fire training facility; and

WHEREAS, Public Works and RossDrulisCusenberry Architecture, Inc. desire to modify the Contract to increase the Contract value by $722,850 in order to cover additional design cost; and

WHEREAS, This modification is consistent with the Civil Service Commission' March 20, 2023 approval under PSC number 47357-22/23; now, therefore, be it

RESOLVED, That this Commission approves this first modification to increase Contract No. 1000026403 by $722,850 for a new Contract value of $12,870,429.

I hereby certify that the foregoing resolution was adopted by the Public Works Commission at its meeting of July 22, 2024.

Commission Affairs Manager
Public Works Commission

Docusign Envelope ID: 1786DAA3-1ACC-4002-AD49-1F0D69B4E815

City and County of San Francisco
San Francisco Public Works

AWARD OF CONTRACT MODIFICATION

PeopleSoft Contract ID:	1000026403
PeopleSoft PO ID:	0000775010
Full Contract Title:	Architectural and Engineering Team led by an Executive Architect for a New Fire Training Facility
Notice of Proceed:	October 31, 2023
PW Order to Award No:	206,986
Contract Type:	Professional Services – Chapter 6
Modification No:	1
Modification Description:	Increase contract amount by $722,850 for additional services; and updated standard contractual clauses

Supplier:	RossDrulisCusenbery Architecture, Inc. (RDC) 18294 Sonoma Highway Sonoma, CA 95476
Supplier ID:	0000006577
Business Tax Registration Certificate No:	0311944 exp 06/30/2025
Insurance Compliance	Compliant until 09/01/2024

Contract Amount:

Original Contract Amount:	Certified Contract Sum	Modification Amount Change:	**Total As-Modified Contract Amount:**
$12,147,579.00	$8,532,760.00	+ $722,850.00	$12,870,429.00

Contract Duration:

Original Contract Duration:	Current Duration (Fully Approved)	Modification Duration Change:	**Total As-Modified Contract Duration:**
1,825 Calendar days (10/31/2023 – 10/28/2028)	1,825	+ Zero calendar days	1,825 calendar days

Distribution:
Distribution: RDC: Michael Ross (mross@dlrgroup.com); Public Works: Scott Moran (Scott.Moran@sfdpw.org); CMD, Queena Chen (Queena.Chen@sfgov.org); Accounting (dpwaccounting@sfdpw.org)

Docusign Envelope ID: 1786DAA3-1ACC-4002-AD49-1F0D69B4E815

Modification No. 1

Architectural and Engineering Team Led by an Executive Architect for a New Fire Training Facility

THIS FIRST MODIFICATION ("Modification") is made as of July 22, 2024, in San Francisco, California, by and between **RossDrulisCusenbery Architecture, Inc.** ("Consultant"), and the City and County of San Francisco, a municipal corporation ("City"), acting by and through its Director of Public Works.

Recitals

WHEREAS, City and Consultant have entered into the Agreement as defined below; and

WHEREAS City and Consultant desire to modify the Agreement on the terms and conditions set forth herein to increase contract by $722,850.00 for additional architectural and engineering services for SCOPE A, B and C; and update standard contractual clauses; and

WHEREAS Consultant was competitively selected pursuant to a Request for Qualifications, issued through Sourcing Event ID 5905; and this Modification is consistent with the terms of the RFQ and the awarded Contract; and

WHEREAS, this is a contract for Services, there is a **20%** Local Business Enterprise ("LBE") subcontracting participation requirement, and this Modification is consistent with that requirement; and

WHEREAS this Modification is consistent with an approval obtained from the City's Civil Service Commission, under DHRPSC0002679 (PSC 47357-22/23), approved on September 26, 2023; and

WHEREAS, this Modification is consistent with an approval obtained from City's Public Works Commission under 2024-0055 approved on July 22, 2024; and

Now, THEREFORE, the parties agree as follows:

Article 1 Definitions

The following definitions shall apply to this Amendment:

1.1 **Agreement.** The term "Agreement" shall mean the Agreement dated October 5, 2023, between Consultant and City, with no modification as of date.

1.2 San Francisco Labor and Employment Code. As of January 4, 2024, San Francisco Administrative Code Chapters 21C (Miscellaneous Prevailing Wage Requirements), 12B (Nondiscrimination in Contracts), 12C (Nondiscrimination in Property Contracts), 12K (Salary History), 12P (Minimum Compensation), 12Q (Health Care Accountability), 12T (City Consultant/SubConsultant Consideration of Criminal History in Hiring and Employment Decisions), and 12U (Sweatfree Contracting) are redesignated as Articles 102 (Miscellaneous

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Prevailing Wage Requirements), 131 (Nondiscrimination in Contracts), 132 (Nondiscrimination in Property Contracts), 141 (Salary History), 111 (Minimum Compensation), 121 (Health Care Accountability), 142 (City Consultant/SubConsultant Consideration of Criminal History in Hiring and Employment Decisions), and 151 (Sweatfree Contracting) of the San Francisco Labor and Employment Code, respectively. Wherever this Agreement refers to San Francisco Administrative Code Chapters 21C, 12B, 12C, 12K, 12P, 12Q, 12T, and 12U, it shall be construed to mean San Francisco Labor and Employment Code Articles 102, 131, 132, 141, 111, 121, 142, and 151, respectively.

1.3 **Other Terms.** Terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Agreement.

Article 2 Updates of Standard Terms of the Agreement

The Agreement is hereby modified as follows:

2.1 **Section 3.3 Compensation.** *Section 3.3.1 of the Agreement currently reads as follows:*

> 3.3.1 **Calculation of Charges.** Consultant shall provide an invoice to the City on a monthly basis for Services completed in the immediate preceding month, unless a different schedule is set out in Appendix B, "Calculation of Charges." Compensation shall be made for Services identified in the invoice that the Director of Public Works, in his or her sole, concludes has been satisfactorily performed. In no event shall the amount of this Agreement exceed **$12,147,579 (TWELVE MILLION, ONE HUNDRED FORTY-SEVEN THOUSAND, FIVE HUNDRED SEVENTY-NINE DOLLARS)**. The breakdown of charges associated with this Agreement appears in Appendix B, "Calculation of Charges." attached hereto and incorporated by reference as in no event shall City be liable for interest or late charges for any late payments except as set forth in Administrative Code Section 6.22 (j).

Such section is hereby amended in its entirety to read as follows:

> 3.3.1 **Calculation of Charges and Contract Not to Exceed Amount.** The amount of this Agreement shall not exceed **12,870,429 (TWELVE MILLION, EIGHT HUNDRED SEVENTY THOUSAND, FOUR HUNDRED TWENTY-NINE DOLLARS)** the breakdown of which appears in Appendix B, "Calculation of Charges." City shall not be liable for interest or late charges for any late payments. City will not honor minimum service order charges for any Services covered by this Agreement.

2.2 **Section 4.2 Qualified Personnel.** Section 4.2 of the Agreement is replaced in its entirety to read as follows:

> **4.2 Qualified Personnel.** Consultant represents and warrants that it is qualified to perform the Services required by City, and that all Services will be performed by competent personnel with the degree of skill and care required by current and sound professional procedures and practices. Consultant will comply with City's reasonable

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requests regarding assignment and/or removal of personnel, but all personnel, including those assigned at City's request, must be supervised by Consultant. Consultant shall commit sufficient resources for timely completion within the project schedule

2.3 **Article 13 Data and Security.** *Article 13 is hereby added in its entirety to read as follows:*

13.1 Nondisclosure of Private, Proprietary or Confidential Information.

13.1.1 Protection of Private Information. If this Agreement requires City to disclose "Private Information" to Consultant within the meaning of San Francisco Administrative Code Chapter 12M, Consultant and subconsultant shall use such information only in accordance with the restrictions stated in Chapter 12M and in this Agreement and only as necessary in performing the Services. Consultant is subject to the enforcement and penalty provisions in Chapter 12M.

13.1.2 City Data; Confidential Information. In the performance of Services, Consultant may have access to, or collect on City's behalf, City Data, which may include proprietary or Confidential Information that if disclosed to third parties may damage City. If City discloses proprietary or Confidential Information to Consultant, or Consultant collects such information on City's behalf, such information must be held by Consultant in confidence and used only in performing the Agreement. Consultant shall exercise the same standard of care to protect such information as a reasonably prudent Consultant would use to protect its own proprietary or Confidential Information.

13.2 Reserved. (Payment Card Industry ("PCI") Requirements.)

13.3 Reserved. (Business Associate Agreement)

13.4 Management of City Data.

13.4.1 Use of City Data. Consultant agrees to hold City Data received from, or created or collected on behalf of, City, in strictest confidence. Consultant shall not use or disclose City Data except as permitted or required by the Agreement or as otherwise authorized in writing by City. Any work by Consultant or its authorized subconsultants using, or sharing or storage of, City Data outside the United States is prohibited, absent prior written authorization by City. Access to City Data must be strictly controlled and limited to Consultant's staff assigned to this project on a need-to-know basis only. City Data shall not be distributed, repurposed or shared across other applications, environments, or business units of Consultant. Consultant is provided a limited non-exclusive license to use City Data solely for performing its obligations under the Agreement and not for Consultant's own purposes or later use. Nothing herein shall be construed to confer any license or right to City Data, by implication, estoppel or otherwise, under copyright or other intellectual property rights, to any third-party. Unauthorized use of City Data by Consultant, subconsultants or other third-parties is prohibited. For purpose of this requirement, the phrase "unauthorized use" means the data mining or processing of data, stored or transmitted by the service, for commercial purposes, advertising or advertising-related purposes, or for any purpose other than

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security or service delivery analysis that is not explicitly authorized.

13.4.2 Disposition of City Data. Upon request of City or termination or expiration of this Agreement, Consultant shall promptly, but in no event later than thirty (30) calendar days, return all City Data given to, or collected or created by Consultant on City's behalf, which includes all original media. Once Consultant has received written confirmation from City that City Data has been successfully transferred to City, Consultant shall within ten (10) business days clear or purge all City Data from its servers, any hosted environment Consultant has used in performance of this Agreement, including its subconsultant's environment(s), work stations that were used to process the data or for production of the data, and any other work files stored by Consultant in whatever medium. Consultant shall provide City with written certification that such purge occurred within five (5) business days of the purge. Secure disposal shall be accomplished by "clearing," "purging" or "physical destruction," in accordance with National Institute of Standards and Technology (NIST) Special Publication 800-88 or most current industry standard.

13.5. Ownership of City Data. The Parties agree that as between them, all rights, including all intellectual property rights, in and to City Data and any derivative works of City Data is the exclusive property of City.

13.6. Loss or Unauthorized Access to City's Data; Security Breach Notification. Consultant shall comply with all applicable laws that require the notification to individuals in the event of unauthorized release of PII, PHI, or other event requiring notification. Consultant shall notify City of any actual or potential exposure or misappropriation of City Data (any "Leak") within twenty-four (24) hours of the discovery of such, but within twelve (12) hours if the Data Leak involved PII or PHI. Consultant, at its own expense, will reasonably cooperate with City and law enforcement authorities to investigate any such Leak and to notify injured or potentially injured parties. The remedies and obligations set forth in this subsection are in addition to any other City may have. City shall conduct all media communications related to such Leak.

2.3 **Attachment 6, Compensation of Services.** *Attachment 6,* is hereby replaced in its entirety by **Attachment 6.1**, attached to this Modification and fully incorporated within the Agreement. To the extent the Agreement refers to Attachment 6 in any place, the true meaning shall be Attachment 6.1 which is a correct and updated version.

Article 3 Modifications of Scope to the Agreement

The Agreement is hereby modified as follows:

3.1 **Reserved.**

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Article 4 Effective Date

4.1 Each of the modifications set forth in Articles 2 and 3 shall be effective on and after the issuance date of the Notice of Modification.

Article 5 Legal Effect

5.1 Except as expressly modified by this Amendment, all of the terms and conditions of the Agreement shall remain unchanged and in full force and effect.

Docusign Envelope ID: 1786DAA3-1ACC-4002-AD49-1F0D69B4E815

IN WITNESS WHEREOF, Consultant and City have executed this Amendment as of the date first referenced above.

CITY:

Public Works

DocuSigned by:
Scott Moran
FE3C593BBCD24B7...
8/21/2024 | 4:26:52 PM PDT

Scott Moran
Project Manager

DocuSigned by:
Magdalena Ryor
9526DCFF8CC2400...
8/21/2024 | 4:27:57 PM PDT

Magdalena Ryor
Bureau Manager of Project Management

DocuSigned by:
Ronald Alameida
4211CB1699C5486...
8/22/2024 | 7:15:02 AM PDT

Ronald Alameida
City Architect and Deputy Director

DocuSigned by:
073CF73A4EA6486...
8/23/2024 | 3:02:25 PM PDT

Carla Short
Director of Public Works

Approved as to Form:

David Chiu
City Attorney

By: Signed by:
Yadira Taylor
B8A6D1C5734C4DF...
8/23/2024 | 1:07:38 PM PDT

Yadira Taylor
Deputy City Attorney

CONSULTANT:

RossDrulisCusenbery Architecture, Inc.

Signed by:
Michael Ross
C87602EB3DDE421...
8/21/2024 | 4:16:16 PM PDT

Michael Ross
Executive Principal/CEO

18294 Sonoma Hwy
Sonoma, CA 95476

City Supplier ID: 0000006577

Att: Attachment 6.1 Compensation of Services

Docusign Envelope ID: 1786DAA3-1ACC-4002-AD49-1F0D69B4E815

Attachment 6.1

Compensation of Services

Attachment 6.1 - Compensation of Services

SAN FRANCISCO FIRE DEPARTMENT, FIRE TRAINING FACILTY (FTF) - 1236 Carroll Avenue, San Francisco, CA - July 29, 2024

SCOPE B A/E FEE SUMMARY

	Ross Drulis Cusenbery Architecture, Inc.	Kuth Ranieri Architects	Abercrombie Planning + Design	P2S	P2S	Pannu Larsen McCartney	BKF Civil Engineers	AR Green Consulting	SCS Engineers	Cumming Management Group, Inc.	NBA Engineering Inc.	Jensen Hughes, Inc.	RDH Building Science	Clearstory Inc.	Syska Hennessey Group	SJ Engineers	Salter Inc.	Guidepost Solutions, LLC.	Guidepost Solutions, LLC.	Guidepost Solutions, LLC.	Niteo	Emily Borland Specifications, Inc.	Total
	Executive Architect / Parking	Associate Architect	Subject Matter Expert	Mechanical, Electrical, Plumbing	Energy	Structural	Civil		Industrial Engineer	Cost	Building Commissioning	Code Compliance / Fire Life Safety	Roofing/ Waterproofing/ Exterior Envelope	Signage and Wayfinding	Vertical Transportation (Elevator Design)	Fire Protection	Acoustical	Security Electronics	Telecom	AV	Lighting	Spec Writing	
		LBE				LBE Small, MBE		Micro-LBE, WBE			LBE			Micro-LBE, WBE		LBE Small, MBE					Micro-LBE, WBE	Micro-LBE, WBE	
BASIC SERVICES SCOPE B																							
Pre-Design Phase Project Coordination	$81,628.80	$4,004.32	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$85,633.12
Coordination Services for Scopes A & C	$325,800.00	$334,758.51	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$660,558.51
Existing Conditions Review, Format and Modeling (BKF)	$0.00	$0.00	$0	$0	$0	$0	$38,392	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$38,392.00
Program Validation/Concept Design	$298,068.96	$56,843.08	69,034	$57,150	$2,000	$20,000	$102,014	$0	$194,375	$41,000	$0	$0	$0	$0	$0	$15,000	$10,000	$2,025	$2,280	$1,710	$36,792	$0	$908,292.04
Schematic Design	$474,515.20	$109,390.44	69,034	$154,718	$5,000	$75,000	$143,326	$0	$0	$60,200	$0	$3,500	$18,000	$4,000	$2,750	$23,000	$7,000	$4,725	$5,330	$3,980	$75,373	$11,800	$1,250,641.64
Design Development	$558,448.00	$140,890.14	143,034	$231,909	$15,000	$145,000	$110,662	$0	$0	$70,400	$0	$2,000	$22,000	$31,000	$7,500	$55,000	$10,000	$13,900	$15,940	$11,660	$75,574	$29,500	$1,689,417.14
Add Alt - PV	$65,856.00	$21,952.00		$550,743		$44,059	$10,000																$692,610.00
Early Bid Package – Site Civil	$53,706.24	$21,878.09	0	$0	$0	$30,000	$85,298	$0	$0	$0	$0	$0	$0	$0	$0	$1,000	$0	$0	$0	$0	$5,400	$590	$197,872.33
Early Bid Package – Design/Build Pile Foundations	$53,706.24	$21,878.09	0	$0	$0	$15,000	$3,824	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$5,400	$590	$100,398.33
Early Bid Package – MEP Bridging Documents	$53,706.24	$21,878.09	0	$32,400	$2,000	$0	$3,824	$0	$0	$0	$0	$0	$0	$0	$0	$5,000	$0	$0	$0	$0	$5,400	$590	$124,798.33
Early Bid Packages – Construction Administration Services	$49,048.32	$61,530.05	0	$0	$0	$10,000	$26,636	$0	$0	$0	$0	$0	$0	$0	$0	$8,280	$0	$0	$0	$0	$5,400	$0	$160,894.37
Construction Documents - Main Contract	$805,781.76	$206,817.86	130000	$91,740	$0	$275,000	$243,635	$0	$0	$103,200	$0	$1,500	$50,000	$36,500	$0	$9,200	$6,500	$25,000	$28,750	$21,250	$68,161	$49,560	$2,152,595.62
Permits/Approvals	$52,399.20	$42,925.76	10,000	$16,000	$0	$5,000	$5,528	$0	$0	$0	$0	$0	$4,000	$2,500	$0	$3,000	$0	$2,050	$2,380	$1,720	$3,960	$5,900	$157,362.96
Construction Phase Services - Main Contract (30 Months)	$1,497,115.20	$433,649.06	138,000	$159,280	$0	$145,000	$55,603	$0	$0	$0	$0	$0	$103,000	$32,000	$4,250	$0	$10,000	$16,350	$18,810	$13,890	$18,000	$11,800	$2,656,747.26
Construction Close Out	$17,727.68	$8,839.06	12000	$4,000	$0	$5,000	$11,115	$0	$0	$0	$0	$0	$5,000	$2,500	$0	$3,500	$6,000	$1,990	$2,190	$1,660	$8,640	$0	$90,161.74
Building Commissioning	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$225,000	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$225,000.00
OCI Door Hardware base Services	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$34,000	$34,000.00
EBS Markup for OCI Base Services																						$3,400	$3,400.00
OCI Optional Services																						$2,800	$2,800.00
EBS Markup for OCI Optional Services	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$280	$280.00
Subtotal Scope B	**$4,387,507.84**	**$1,487,234.57**	**$571,102**	**$1,297,940**	**$24,000**	**$769,059**	**$839,857**	**$0**	**$194,375**	**$274,800**	**$225,000**	**$7,000**	**$202,000**	**$108,500**	**$14,500**	**$122,980**	**$49,500**	**$66,040**	**$75,680**	**$55,870**	**$308,100**	**$150,810**	**$11,231,855.41**
SUPPLEMENTAL CONSULTANT SERVICES FEE SUMMARY - SCOPES A & C																							
Program Validation/Concept Design			25000				$31,114	$8,200.00		$17,600		$0		$0				$1,000	$1,100	$780			$84,794.00
Schematic Design			25000				$21,848	$8,200		$25,600		$0		$6,500				$2,100	$2,540	$1,800			$93,588.00
Design Development			30,449				$29,314	$12,300		$30,000		$0		$42,000				$6,390	$7,510	$5,270			$163,233.00
Early Bid Package – Site Civil			0				$5,099	$0		$0		$0		$0				$0	$0	$0			$5,099.00
Early Bid Package – Design/Build Pile Foundations			0				$4,945	$0		$0		$0		$0				$0	$0	$0			$4,945.00
Early Bid Package – MEP Bridging Documents			0				$5,847	$0		$0		$0		$0				$0	$0	$0			$5,847.00
Early Bid Packages – Construction Administration Services			0				$13,111	$0		$0		$0		$0				$0	$0	$0			$13,111.00
Construction Documents - Main Contract			35,449				$29,411	$16,400		$44,000		$0		$47,000				$11,580	$13,420	$9,540			$206,800.00
Permits/Approvals			2000				$5,066	$0		$0		$0		$4,000				$860	$1,190	$860			$13,976.00
SUPPLEMENTAL CONSULTANT SERVICES FEE SUMMARY - SCOPES A & C																							
Construction Phase Services - Main Contract (30 Months)			30,000				$16,918	$14,350		$0		$0		$45,000				$7,510	$8,840	$6,380			$128,998.00
Construction Close Out			3000				$6,846	$0.00		$0		$0		$2,500				$930	$930	$730			$14,936.00
Subtotal Scopes A & C	**$0**	**$0**	**$150,898**	**$0**	**$0**	**$0**	**$169,519**	**$59,450**	**$0**	**$117,200**	**$0**	**$0**	**$0**	**$147,000**	**$0**	**$0**	**$0**	**$30,370**	**$35,530**	**$25,360**	**$0**	**$0**	**$735,327.00**
Subtotal Scopes A, B, & C	**$4,387,508**	**$1,487,235**	**$722,000**	**$1,297,940**	**$24,000**	**$769,059**	**$1,009,376**	**$59,450**	**$194,375**	**$392,000**	**$225,000**	**$7,000**	**$202,000**	**$255,500**	**$14,500**	**$122,980**	**$49,500**	**$96,410**	**$111,210**	**$81,230**	**$308,100**	**$150,810**	**$11,967,182.41**
Consultants 5% Mark-up	$347,646.03																						$347,646.03
Consultants 5% Mark-up - Add Alt - PV	$30,240.00																						$30,240.00
Total Scopes A, B, & C	**$4,765,394**	**$1,487,235**	**$722,000**	**$1,297,940**	**$24,000**	**$769,059**	**$1,009,376**	**$59,450**	**$194,375**	**$392,000**	**$225,000**	**$7,000**	**$202,000**	**$255,500**	**$14,500**	**$122,980**	**$49,500**	**$96,410**	**$111,210**	**$81,230**	**$308,100**	**$150,810**	**$12,345,068.44**
Reimbursable Allowance																							
Reimbursable Allowance	$30,000	$20,000	$150,000	$15,000	$5,000	$5,000	$2,110	$0.00		$2,000	$1,000	$0	$2,000	$0	$2,000	$500	$750	$7,000	$3,000	$3,000	$0	$0	$248,360.00
Liability Insurance Rider	$232,000	$0	$0	$0	$0	$45,000	$0	$0.00	$0	$0	$0	$0	$0	$0	$0		$0	$0.0	$0.00	$0.00	$0	$0	$277,000.00
Subtotal Reimbursables	**$262,000**	**$20,000**	**$150,000**	**$15,000**	**$5,000**	**$50,000**	**$2,110**	**$0**	**$0**	**$2,000**	**$1,000**	**$0**	**$2,000**	**$0**	**$2,000**	**$500**	**$750**	**$7,000**	**$3,000**	**$3,000**	**$0**	**$0**	**$525,360.00**
TOTAL SERVICES SCOPES A, B, & C	**$5,027,393.87**	**$1,507,234.57**	**$872,000.00**	**$1,312,940.00**	**$29,000.00**	**$819,059.00**	**$1,011,486.00**	**$59,450.00**	**$194,375.00**	**$394,000.00**	**$226,000.00**	**$7,000.00**	**$204,000.00**	**$255,500.00**	**$16,500.00**	**$123,480.00**	**$50,250.00**	**$103,410.00**	**$114,210.00**	**$84,230.00**	**$308,100.00**	**$150,810.00**	**$12,870,428.44**

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: GENERAL SERVICES AGENCY - PUBLIC WORKS -- DPW Dept. Code: DPW

Type of Request: ☑Initial ☐Modification of an existing PSC (PSC # _____)

Type of Approval: ☐Expedited ☑Regular ☐Annual ☐Continuing ☐ (Omit Posting)

Type of Service: Architectural, Engineering, and Related Design Services for a new Fire Training Facility

Funding Source: General Obligation Bond – ESER
PSC Amount: $17,000,000 PSC Est. Start Date: 03/01/2023 PSC Est. End Date 03/01/2030

1. Description of Work

A. Scope of Work/Services to be Contracted Out:
Public Works is seeking a qualified Architectural and Engineering (A/E) Team led by an Executive Architect to provide architectural, engineering, and related services to design a new Fire Training Facility for the San Francisco Fire Department (SFFD). The project will relocate the SFFD's existing training sites to a single site located at 1236 Carroll Avenue, San Francisco, CA 94124.

B. Explain why this service is necessary and the consequence of denial:
This project requires special expertise in firefighting training facilities programming and design. Public Works does not have the design experience in the subject matter. The Fire Department currently conducts trainings for recruits and existing personnel at two facilities: one on Treasure Island and a smaller venue in the Mission District. Treasure Island Development Authority plans require the Fire Department to relocate from their current facility by December 2026. The City is in the process of purchasing a 6.6 acre site at 1236 Carroll Avenue in San Francisco's Bayview/Hunter's District for a new Fire Training Facility. Denial of this PSC would mean the design of this new essential facility cannot be completed; thus, the City will not have a facility for training their firefighters and future recruits. This will jeopardize the City's response to calls for service.

C. Has this service been provided in the past? If so, how? If the service was provided under a previous PSC, attach copy of the most recently approved PSC.
Original PSC approved by the by the Civil Service Commission on 9/20/2021 under PSC 41365-2021. Similar architectural and engineering related services were approved under PSC #43809-14/15 on 7/6/2015 for Fire Station 35 and PSC #42622-16/17 on 9/19/2016 for the Emergency Medical Services Facility.

D. Will the contract(s) be renewed?
No

E. If this is a request for a new PSC in excess of five years, or if your request is to extend (modify) an existing PSC by another five years, please explain why.
PSC term exceeds 5 years to account for actual contract duration. The additional time in the PSC Duration is also to allow processing time for advertising, negotiating, Board of Supervisor approval process, and 2-year warranty period in addition to design, bidding, and construction phases and awarding the contracts.

2. Reason(s) for the Request

A. Indicate all that apply (be specific and attach any relevant supporting documents):

☑ Short-term or capital projects requiring diverse skills, expertise and/or knowledge.

B. Explain the qualifying circumstances:
This unique capital project requires special expertise in firefighting training facilities programming and design. The project is funded by the Earthquake Safety and Emergency Response Bond which was approved by 79 percent of the voters in March 2020. The City must complete this project prior to December 2026, which is when the Treasure Island Development Authority requires the Fire Department to vacate their existing training facility on Treasure Island.

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise: Architectural, engineering, and related expertise in the design of fire training facilities. Expertise in leading an architectural and engineering team in the design of new facilities with an estimated construction cost of $145M.

B. Which, if any, civil service class(es) normally perform(s) this work? 5211, Eng/Arch/Landscape Arch Sr; 5218, Structural Engineer; 5241, Engineer; 5268, Architect;

C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: No

4. If applicable, what efforts has the department made to obtain these services through available resources within the City?

The department analyzed and assessed the range of services available in-house and did not find the specialized expertise necessary for this type of project among the existing staff. Public Works does not have the design expertise to design fire training facilities. Therefore, we need to supplement our City staff with consultants who can provide staff with the required experience and expertise for a successful project delivery.

5. Why Civil Service Employees Cannot Perform the Services to be Contracted Out

A. Explain why civil service classes are not applicable.
Permanent civil service employees do not possess the experience and specialized expertise in design and construction administration services for delivering a new fire training facility with an estimated construction cost of $142M.

B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. NNo. The new facility will be the City's sole fire training facility. This PSC requires specialized expertise that will not be required on an ongoing basis.

6. Additional Information

A. Will the contractor directly supervise City and County employee? If so, please include an explanation.
No.

B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contact? If so, please explain what that will entail; if not, explain why not.
No. There is no training plan or courses, specifically. However, through collaboration on providing design services, the City's architecture staff will enhance its knowledge and understanding of the risks and challenges that occur with this type of facility.

C. Are there legal mandates requiring the use of contractual services?
No.

D. Are there federal or state grant requirements regarding the use of contractual services? If so, please explain and include an excerpt or copy of any such applicable requirement.
No.

E. Has a board or commission determined that contracting is the most effective way to provide this service? If so, please explain and include a copy of the board or commission action.
No.

F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? If so, please explain.
No.

7. Union Notification: On 01/10/2023, the Department notified the following employee organizations of this PSC/RFP request:
Architect & Engineers, Local 21; Prof & Tech Eng, Local 21; Professional & Tech Engrs, Local 21

☑ I CERTIFY ON BEHALF OF THE DEPARTMENT THAT THE INFORMATION CONTAINED IN AND ATTACHED TO THIS FORM IS COMPLETE AND ACCURATE:

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FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 47357 - 22/23
DHR Analysis/Recommendation: action date: 03/20/2023
Commission Approval Required Approved by Civil Service Commission with conditions
03/20/2023 DHR Approved for 03/20/2023