

REQUEST FOR QUALIFICATIONS/PROPOSALS FOR ARCHITECTURAL SERVICES

The project sponsor AgeSong, Inc., (AgeSong) is requesting proposals for architectural design services for the renovation of an existing historic building at 1500 Page Street (at Masonic), Lot 004 in Assessor's Block 1223, in San Francisco. AgeSong is pursuing the historic renovation of the existing building for the purposes of operating a new residential care facility (referred to hereafter as "Project"). AgeSong is requesting qualifications from qualified architects and support team with a proven track record of innovation and creativity to provide full architectural services for this pre-programmed, pre-entitled Project.

The existing building will be renovated into an approximately 55-bed (40 room) residential care facility/permanent housing for the chronically ill and homeless. AgeSong proposes to completely redesign the interior to improve the existing layout, to increase the number of units to accommodate more residents, provide further seismic & fire protection, and to become more environmentally efficient. For the purposes of this RFQ and subsequent proposal, assume a construction period of 12 months and construction cost of approximately \$8.5 million in 2009 dollars.

Architects are invited to submit their qualifications for the Project.

This RFQ process will be conducted as follows:

- 1) Interested firms will assemble a team of design consultants and submit qualification statements for the entire team, including structural, mechanical, and electrical engineers. Interested firms must be willing to bring a diverse, creative, and innovative team with experience in extensive renovation of existing buildings and "green building" (including USGBC's LEED rating system and/or other equivalent rating systems). Additional qualifications would be related to thinking "out of the box", especially if related to supportive care, green building, and "coring" existing buildings.
- 2) Responses to this RFQ must include proposed architectural staff, resumes, information on completed and current similar projects and organizational capacity. In addition, the response should incorporate a team approach, enlisting the support of the architect's consultants and also include their resumes and scopes of services.

Please refer to the City & County of San Francisco's Bids & Contracts website

<http://mission.sfgov.org/OCABidPublication/> for any possible amendments to this RFQ/P during the posting period.

A Pre-proposal conference is scheduled for July 29 at 2:00pm at the Human Rights Commission office, 25 Van Ness Ave., 8th Floor conference room. Prime consultants attendance at the pre-proposal conference is required as one of the good faith steps under Chapter 14B "Good Faith Outreach" requirements.

Qualification responses are due to AGESONG no later than August 7. LBE firms are strongly encouraged to respond to this RFQ/P.

PROJECT OWNER / PROJECT DEVELOPER

AgeSong, Inc. is a California corporation started in 1995 to create therapeutic environments and improve care and services for people living in assisted-living and long-term care communities. AgeSong provides development, operations, and property and asset management services. Its founders and managers have

extensive experience in development, renovations, and long-term care operations and mental health services.

AgeSong is the developer and management company of five Bay Area projects. Clients referred by DPH make-up approximately twenty percent of the current populations at two of its programs at Hayes Valley Care and Laguna Grove Care.

Pacific Institute, a non-profit organization that works with AgeSong on several projects, provides the programmatic mental health needs and services of AgeSong developed properties and will provide these services for the Project. Pacific Institute has been working in the Bay Area since 1993 to create gerontological wellness programs, mental health counseling, housing and mental health services to residents in licensed care facilities.

Pacific Institute's founder, Dr. Nader Shabahangi, is a licensed psychotherapist who received his doctorate from Stanford University. The remaining board consists of graduate- and doctorate-level members whose specialties include: organizational and business development; the application of various humanistic therapy modalities including Gestalt, Existential, Re-decision Therapy, Group Therapy, Imagery and Hypnotherapy; experience with adult life issues, cross-cultures and conflict resolution. An on-site nurse will monitor medical needs and will be the liaison between the physician and resident of the facility. AgeSong the development arm of Pacific Institute has developed the following five projects in the Bay Area.

AgeSong Developments Privately Funded:

Name	Location	# of Beds	Year Completed	Participation
Sutro Heights	659 45 th Avenue, SF	7 units – 14 beds	1995 (sold 1998)	Acquisition, design, RCF entitlement
Hayes Valley Care	601 Laguna St., SF	25 units – 47 beds	1997	Acquisition, design, RCF entitlement
Laguna Grove Care	624 Laguna Street, SF	28 units – 56 beds	2005	Acquisition, design, RCF entitlement
AgeSong Emeryville	4050 Horton St., Emeryville	145 units – 192 beds	2009	Fully entitled in construction doc phase
AgeSong Boulevard	580 Hayes St., SF	88 units – 120 beds	N/A	Entitled; awaiting financing

PROJECT DESCRIPTIONS & PRELIMINARY PROGRAMS

AgeSong's Awakenings program presents a unique and innovative approach to housing and care for some of San Francisco's most deprived and underprivileged residents. The foundation of this program is based on creating a therapeutic environment where on-site psychosocial, vocational and rehabilitative services are made available to all residents who request them. To support the implementation and expansion of appropriate, client-centered services, AgeSong is collaborating with Pacific Institute, a non-profit educational center for social-work students and professionals; San Francisco Department of Public Health (DPH); San Francisco's Mayor's Office of Housing (MOH); Housing and Urban Health (HUH); and Community Behavioral Health Services (CBHS).

The existing building at 1500 Page Street was built in 1903 and thus the historically relevant facades will

be retained while the interiors will be entirely rebuilt. The major renovation/construction will be of steel & concrete with an additional 5th floor added. The new building will be approximately 20,000 square feet with approximately 40 rooms/55 beds. AgeSong has already gone through the entitlement process and schematic design and expect to submit for construction permits by the Q1 of 2010, a review that will take approximately 12 months.

In conjunction with this new approach to supportive care services, the Project aims to be a model of green development. The intention is to create a healthy, regenerative environment focusing on natural lighting, passive ventilation, and indoor air quality that will minimally impact our outdoor environment while providing a healing indoor environment.

Zoning. The site is zoned RM-1, Residential Mixed Low Density and allows as permitted uses 1 dwelling unit per 800 square feet of lot area or a residential care facility for 6 or fewer residents. A residential care facility housing more than 6 residents requires a Conditional Use Permit but, because the building has been operating as a hospital/convalescent home since it was built, which predates the current zoning codes, the Conditional Use Permit was waved. Additionally, 1500 Page Street is in a Special Use District (the "SUD"), thus changing the height and bulk limit. The amendments allow the following:

- expansion of the residential care facility to include a recreational & counseling floor
- a permitted floor area ratio (FAR) of 3.32:1
- the construction of a required exterior stairway located within the rear yard setback parallel to the west property line
- implementation of the provisions of the SUD through conditional use authorization
- a maximum height and bulk limit of 55-X

Project Concept and Goals. AgeSong proposes to renovate the existing the facility from a residential care facility to a new model of permanently supportive housing facility. The project sponsor and the San Francisco Mayor's Office of Housing desire to increase the number of units and improve the functionality and features of the building. The sponsor seeks to create a quality building that has unique character, is innovative, is as "green" as possible, and supports the programming and operational needs of clients and staff.

AgeSong will field questions regarding this RFQ and the proposed Project from interested firms through July 31. Questions and answers will be posted on the City's Bids & Contracts website by August 4 at <http://mission.sfgov.org/OCABidPublication/>.

SCOPE OF SERVICES AND COMPENSATION

AgeSong is expecting to receive many response packages from highly qualified, professional, and creative architectural firms. The selected firm will be responsible for executing the scope of work described below while offering a competitive rate for delivering these services. The competitiveness of the compensation rate is even more critical during the present economic climate that is marked by scarce project resources and restricted development activity.

The selected firm team will perform full architectural services, including Project Administration, Pre-design Services, Schematic Design, Design Development, Construction Documents, Bidding/Negotiation, Construction Administration and Post-Construction Services. Because the project's Schematic Designs have already been developed in conjunction with a previous architectural firm, the actual amount of Pre-design and Schematic Design Services performed by the selected firm will depend upon said firm's review of the project's existing Schematic Designs and proposals for

modifications. The architect will be responsible for coordinating all the requirements of City Agencies, including Planning, Building Inspection, Fire, Public Works and the Mayor's Office on Disability, as they may affect the building and unit design. The exact scope of work will be finalized through negotiations between AgeSong and the selected architect.

Architects should ensure that their proposal includes services for low-voltage and security services, such as security cameras, motion sensor alarms, intercom systems, front entry systems including automatic door openers and possibly key card systems, door monitoring contacts, solar water (radiant &/or hot water), superior indoor air quality, etc.

The project will participate in USGBC's LEED program, achieving a minimum of LEED-NC 2009 Silver. However, it should be noted that the LEED Silver certification is a base benchmark, above which non-LEED-focused efforts should be made with the use and residents in mind. In other words, the Project team should focus on the holistic aspect of green building once Silver certification is achieved rather than additional points towards Gold or Platinum certification.

PROJECT SCHEDULE

To be determined based upon availability of construction and permanent financing that is presently unknown.

CONSTRUCTION COST BUDGET

The construction cost is estimated to be \$8.5 million in 2009 dollars, based on comparable projects in development. The construction cost budget will be refined throughout the subsequent design phases of the Project (schematic design, design development, and construction documents). AgeSong has selected Cahill Contractors as the general contractor and has entered into a Memorandum of Understanding with Cahill for pre-construction services. The general contractor will provide construction cost estimates, in each design phase, which will be the basis for a negotiated construction contract, and value engineering options. The Architect will be responsible for evaluating the construction cost estimates as part of the basic services.

FUNDING SOURCES

Financing sources have not been finalized for the Project, but will likely include a combination of some of the following sources:

- Federal HOME, and/or CDBG Program administered by the San Francisco Mayor's Office of Housing
- Federal & State Historic Tax Credits administered by the California State Historic Preservation Office (SHPO)
- Federal, State, and Local Tax Credits related to green building such as ARRA & other federal energy tax credits, CPUC's CA Solar Initiative (CSI), SFPUC's Solar Energy Incentive Program, and PG&E's Non-Residential Energy Efficiency Rebates
- Tax-exempt bond financing administered by the California Debt Limit Allocation Committee (CDLAC)
- Conventional lenders/financial institutions providing construction and permanent financing

The Architect must be able to represent AgeSong in designing the project and obtaining all necessary approvals based on the criteria generated by the above funding sources listed.

LOCAL BUSINESS ENTERPRISE (LBE) OPPORTUNITIES

Proposals submitted for this project must comply with requirements of the San Francisco Human Rights Commission (HRC) regarding participation goals for Local Business Enterprise (LBE). AgeSong requires the involvement of local business enterprises in the development of affordable housing projects. This project and the selection of the architect will be monitored by the San Francisco Human Rights Commission (HRC). LBE firms who respond with proposals as prime architect will receive a 10% ratings bonus.

HUMAN RIGHTS COMMISSION: LBE GOALS

Proposals submitted for this Project must comply with requirements of the San Francisco Human Rights Commission (HRC) pursuant to Chapter 14B of the SF Administrative Code regarding participation goals for Local Business Enterprise (LBE) and “Good Faith Outreach”. This RFQ/RFP shall incorporate HRC Attachment 2 – Requirements for Architecture, Engineering and Professional Services Contracts. The LBE sub-consulting goal is 24%. The availability of Minority Owned Businesses (MBEs) is 10.9%, of Women Owned Businesses (WBEs) is 7.1% and Other Business Enterprises (OBEs) is 6%. Only HRC-certified LBE firms may be utilized to meet the sub-consulting goals. Firms not meeting the sub-consulting goals and not conducting “good-faith outreach” may be deemed non-responsive to this RFQ and may be rejected. Good Faith Outreach needs to be conducted during the Phase I of the RFQ, however the documentation will be required to be submitted with the Phase II documentation.

Architect shall document "good faith outreach" steps even if the LBE subcontracting goal has been met. Willful non-compliance with Chapter 14B of the San Francisco Administrative Code may result in sanctions pursuant to the ordinance. This project shall also be covered by Chapter 12B of the San Francisco Administrative Code which covers non-discrimination in employment.

If your firm is qualified for LBE status but not certified by HRC or you would like more information regarding the LBE program, please contact Romulus Asenloo, HRC Contract Compliance Officer, (415) 252-2539 or download an application on-line at http://www.sfgov.org/site/sfhumanrights_index.asp.

SECTION III LOCAL HIRING PROGRAM

The Project is subject to the requirements of Section 3 of the Housing and Community Development Act of 1968 San Francisco Municipal Code, Chapter 83 “First Source Hiring Administration”. Section 3 requires that where training and employment opportunities arise, they will be given – to the greatest extent possible – to lower-income persons residing within the local area in which the project is located— ZIP code 94117. Firms short-listed for Phase II of this selection process may be asked to submit proposals for complying with the requirements of Section 3. Chapter 83, FSHA requires that the Team make entry-level employment opportunities available to economically disadvantaged residents.

CONTRACT TERMS AND CONDITIONS

Terms and Conditions for the required services will be in the form of an agreement with AgeSong based on a modified AIA B181 (1994).

Progress meetings between Architect, Owner and the General Contractor will occur at least every other week during all design phases of the Project. During construction there will be a project meeting each week plus any additional on site meetings between the site supervisor and the Architect. The Architect will be responsible for taking minutes at these meetings through the design phases and during the construction period. Written approval from the Owner will be required prior to proceeding from any design phase to the subsequent phase.

AgeSong is utilizing a negotiated bid contract for the Project with Cahill Contractors. The general contractor will provide construction cost estimates, in each design phase, which will be the basis for a negotiated construction contract, and value engineering options. The Architect will be responsible for evaluating the construction cost estimates as part of the basic services.

SERVICES BY OTHERS

The following services may be provided to the Owner under separate contract. However, the Architect will be required to cooperate and coordinate with other consultants and their work as it affects other Program items for which the Architect is responsible. Services by others may include but are not limited to:

- Environmental surveys including study of soils and asbestos and lead-containing materials
- Geotechnical testing
- Special inspections and testing during construction
- Cost estimating
- Plan and Specification Review
- Construction Management
- Project Management

INSURANCE REQUIREMENTS

The Architect and Engineers for this Project must have the following minimum insurance coverages. If your firm does not have these required minimum limits, please indicate so in your cover letter **and** include plan to acquire such coverages prior to execution of a contract. Please note that any additional premiums required for these coverages will be at the expense of the Architect and the Architect agrees to this in submitting an RFQ proposal to AgeSong. *See Attachment E: City Insurance Requirements.*

- Professional liability insurance in the amount of \$2,000,000 per occurrence for the Architect and \$1,000,000 for any other professionals, with respect to negligent acts, errors or omissions in connection with professional services to be provided in connection with the Project.
- Workers' compensation insurance and employer's liability insurance in the maximum statutory liability amount with limits not less than \$1,000,000 each occurrence, naming TNDC, CHC and lender(s) as additional insured.
- Commercial general liability insurance in the amount of \$5,000,000 per occurrence / \$10,000,000 aggregate, naming TNDC, CHC and lender(s) as additional insured.
- Business automobile liability insurance, with limits not less than \$1,000,000 each occurrence, combined single limit for bodily injury and property damage, including owned, hired and non-owned auto coverage, as applicable.

QUALIFICATIONS FORMAT & CONTENTS

Firms interested in the Project must include in their qualifications package the following items and other information that address the selection criteria **(please use this as a checklist)**:

- ☐ **Completed Project Experience.** Applicants to list **similar** projects (10 max.) by firm (or projects that require similar skill sets to the proposed Project) completed within the last five years. Clearly explain the involvement, if any, of staff proposed for the Project. Explain the role of staff and/or firm involved. Please see **Sample Form 1**, attached, for all required information. Applicants who choose to create their own form must include all the same information.

- ❑ **Current Project Experience.** Applicants to list **similar** projects (5 max.) in progress by firm (or projects that require similar skill sets to the proposed Project) and proposed staff for the Project. Please see **Sample Form 2**, attached, for all required information. Applicants who choose to create their own form must include all the same information.
- ❑ **Creativity & Innovation.** Applicants to demonstrate ability to step outside the boundaries of traditional design by including innovative design and programmatic elements within rehabilitated building projects. Applicants are encouraged to additionally provide a brief narrative discussing how some of these elements might be included within the Awakenings' supportive housing rehabilitation project.
- ❑ **Organization & Capacity.** Applicants to list **ALL** current projects (workload). Please see **Sample Form 3**, attached, for all required information. Please provide information for ALL projects currently in progress by Applicant, clearly explaining the involvement of staff proposed for the Project. Applicants who choose to create their own form must include all the same information.
- ❑ **Proposed Firm Staff.** Applicants are to list the names and include resumes of all proposed architectural staff including lead designers and support staff. Applicants should carefully consider the proposed team members and fully define their role and duration of participation in the Project. Any proposed staffing substitutions during the course of the Project must be formally requested and approved by AgeSong.
- ❑ **Proposed Consultants and their staff.** Applicants are to list the names and include resumes of all proposed engineering consultants including lead designers and support staff. Applicants should carefully consider the proposed team members and fully define their role and duration of participation in the Project. Any proposed staffing substitutions during the course of the Project must be formally requested and approved by AgeSong. Requested consultants shall include, but not be limited to: structural engineer, civil engineer, mechanical and plumbing engineer, electrical engineer, acoustical engineer, landscape architect, and low-voltage/security design consultant.
- ❑ **HRC Forms 2A, 2B, 3, 4, and 5.** Applicants should submit these forms (attached to the RFQ), which are required by HRC, with their submissions.

EVALUATION OF QUALIFICATIONS

AgeSong will conduct the Architect selection process in two phases:

Phase I

The selection committee, comprising AgeSong staff and other industry professionals, will score the applicants according to specific criteria designated in the *Phase I Evaluation of Qualifications*. Each criterion will be scored on a scale of 1 to 10 and multiplied by the assigned weight (multiplier). Based on the total scores of the selection committee, a short-list of three (3) applicants will be selected to participate in Phase II. **While there is no formal evaluation of fee proposals included during Phase I, firms should be mindful of the fact that AgeSong expects competitive fee proposals that will be evaluated during Phase II.** See Attachment A: *Phase I Evaluation Form*.

Phase II

In Phase II, the short-listed firms will submit a *Fee Proposal*, an *Estimated Time Schedule for Architectural/Engineering Services*, and *comments to the Owner's modified B181 Contract (1994)*, if any. The Fee Proposal may include a **lump sum fee for the pre-design feasibility analysis work**

required to develop housing type options for the site (depending on the firms' review of the existing schematic drawings developed to-date and any proposed modifications). The Fee Proposal must include a **competitive** fee proposal for full architectural services, broken out by phases, which includes the firm's fee for services and a detailed breakout of consultant fees. Also include a proposed mark-up cost for reimbursables. **The short listed firms need to identify any requested changes to the Owner's modified B181 Contract (1994) during Phase II. Any requested changes to the Contract after the Architect has been selected will NOT be accepted.** The *Schedule* should incorporate a 4-6 week period for cost estimating, review and any needed value engineering following the SD and/or DD progress sets and at either 75% or 95% CDs, to be determined later.

The selection committee will interview all three (3) short-listed firms and conduct reference calls using the project contact information submitted in the qualifications package. After the completion of interviews, the selection committee will individually rank the candidates per a criterion that evaluates responses to interview questions, references, fee proposals, relevant experiences, creativity, and proposed schedule.

AgeSong will initiate negotiations with the highest-ranking firm to establish a fee, precise scope of work, schedule and contract terms for the Project. Final negotiations will be contingent on architectural fee negotiations, as well as the qualifications and overall fees associated with the selected consultants. AgeSong reserves the right to cease negotiations with the selected architect if, in the sole discretion of AgeSong, no agreement can be reached to the satisfaction of the parties. AgeSong will then commence negotiations with the next highest-ranking architect under the same conditions.

Miscellaneous Provisions

- **SCORING ACCURACY:** All scores will be carried out to two decimal point accuracy. Ties will be broken by a detailed review of the fee proposal and the comprehensiveness of services provided for the proposed fee.
- **TERM:** Results and final standings shall be in effect for a period of three years, which may be extended by AgeSong with the approval of the HRC.

SELECTION SCHEDULE

HRC Pre-proposal Conference	July 29, 2009 at 2:00pm
Site Walk Through	July 31, 2009 at 2:00pm
Request for Proposals Due	August 7, 2009
Proposal Evaluations	August 10-17, 2009
Create Short List & Notify Candidates	August 18, 2009
Interviews	August 21, 2009
Notification of Selection	August 25, 2009
Contract Negotiations	August 26-28, 2009

GROUND FOR REJECTION

AgeSong reserves the right to waive all submission irregularities and to reject all submissions equally for the same irregularities.

AgeSong reserves the right to reject any firm for one or more of the following reasons:

1. Submission does not contain all information requested in the RFQ.

2. Submission not received by the required the deadline.

CLAIMS PROCEDURES

AgeSong reserves the right to waive any and all submission irregularities and to reject all submissions equally for the same irregularities. Firms wishing to contest the selection process or results will have five business days from the date of notice of the final selection to submit written complaints to AgeSong.

SUBMISSION

Qualified packages must be submitted **no later than 3:00 pm on August 7, 2009;** packages submitted after the deadline shall be rejected. For questions or clarification regarding the RFP, contact **Nader Shabahangi at 415-701-9877, or via email at nader@agesong.com.** Submit **3 bound** copies of your completed proposal package to the following address:

**AgeSong, Inc.
Attn: Nader Shabahangi
432 Ivy Street, Suite 200
San Francisco, California 94102**

**QUALIFICATIONS MUST BE RECEIVED AT AGESONG, 432 IVY STREET, #200
BEFORE AUGUST 7, 2009 AT 3:00PM**

**ANY QUALIFICATION RESPONSES RECEIVED AFTER 3:00PM
WILL BE DISQUALIFIED**

ATTACHMENTS:

- A –Phase I Evaluation of Qualifications
- B –MOH Government Regulations
- C –HRC Requirements & Forms
- D – MOH & SFRA Guidelines for A & E Basic Services
- E – City Insurance Requirements

Attachment A - Phase 1 Evaluation of Qualifications

Experience – Part 1

Sample Form 1

Completed Projects

Please provide the following information for **similar projects sets completed** in the last 5 years. **Please limit response to 10 completed projects, including those completed by proposed lead architect.** Please list in the order completed, beginning with the most recent. You may use the form provided here or create your own format as long as the required information below is included.

<i>Project Name</i>	<i>Location</i>	
<i># of Units/ Unit Type</i>	<i># of Stories, Building Type</i>	
<i>_____ New Construction</i>	<i>_____ Rehab</i>	
<i>Lead Architect and Supporting Staff</i>		
<i>Design Commencement</i>	<i>Construction Completion Date</i>	
<i>Cost Estimate at 100% Schematic Design</i>	<i>Final Construction Cost</i>	
<i>Total Value of Change Orders</i>	<i>Value of Change Orders not attributed to Owner Upgrades</i>	
<i>Tax Credit Financing _____ 9% _____ 4% Other Project Financing</i>	<i>Project Exceeded Title 24 Requirements by _____ %</i>	
<i>Project subject to San Francisco Mayor's Office on Disability</i>	<i>_____ Yes _____ No</i>	
<i>Sustainable/Green Design _____ Yes _____ No</i>	<i>Describe:</i>	
<i>Owner</i>	<i>Contact:</i>	<i>Tel.</i>
<i>Developer</i>	<i>Contact:</i>	<i>Tel.</i>
<i>Contractor</i>	<i>Contact:</i>	<i>Tel.</i>
<i>Tax Credit Investor</i>	<i>Contact:</i>	<i>Tel.</i>
<i>Lender - City</i>	<i>Contact:</i>	<i>Tel.</i>
<i>Lender - Private</i>	<i>Contact:</i>	<i>Tel.</i>
<i>Lender - Other</i>	<i>Contact:</i>	<i>Tel.</i>
<i>Project Description</i>		
Please include a brief description of your firm's involvement, special project features (especially those that demonstrate a particular creativity or innovation), any reasons for delay & other relevant information. State why project is similar.		

Experience – Part 2

Sample Form 2

Current Projects

Please provide the following information for **similar projects currently in progress**. Please limit response to **5 current projects, including those staffed by proposed lead architect**. You may use the form provided here or create your own format as long as the required information below is included.

<i>Project Name</i>	<i>Location</i>	
<i># of Units/ Unit Type</i>	<i># of Stories, Building Type</i>	
<i>_____ New Construction</i>	<i>_____ Rehab</i>	
<i>Lead Architect and Supporting Staff</i>		
<i>Design Commencement</i>	<i>Construction Completion Date</i>	
<i>Cost Estimate at 100% Schematic Design</i>	<i>Final Construction Cost</i>	
<i>Total Value of Change Orders</i>	<i>Value of Change Orders not attributed to Owner Upgrades</i>	
<i>Tax Credit Financing _____ 9% _____ 4% Other Project Financing</i>	<i>Project Exceeded Title 24 Requirements by _____ %</i>	
<i>Project subject to San Francisco Mayor's Office on Disability</i>	<i>_____ Yes _____ No</i>	
<i>Sustainable/Green Design _____ Yes _____ No Describe:</i>		
<i>Owner</i>	<i>Contact:</i>	<i>Tel.</i>
<i>Developer</i>	<i>Contact:</i>	<i>Tel.</i>
<i>Contractor</i>	<i>Contact:</i>	<i>Tel.</i>
<i>Tax Credit Investor</i>	<i>Contact:</i>	<i>Tel.</i>
<i>Lender - City</i>	<i>Contact:</i>	<i>Tel.</i>
<i>Lender - Private</i>	<i>Contact:</i>	<i>Tel.</i>
<i>Lender - Other</i>	<i>Contact:</i>	<i>Tel.</i>

Project Description

Please include a brief description of your firm's involvement, special project features (especially those that demonstrate a particular creativity or innovation), any reasons for delay & other relevant information. State why project is similar.

Organization & Capacity

Current Workload

Please provide the following information for ALL projects currently in progress.

Project	_____
Lead Architect and Supporting Staff	_____
Current Status/Phase	_____
Construction Start Date	_____
Estimated Completion Date	_____
Estimated % of Current Workload	_____

Project	_____
Lead Architect and Supporting Staff	_____
Current Status/Phase	_____
Construction Start Date	_____
Estimated Completion Date	_____
Estimated % of Current Workload	_____

Project	_____
Lead Architect and Supporting Staff	_____
Current Status/Phase	_____
Construction Start Date	_____
Estimated Completion Date	_____
Estimated % of Current Workload	_____

Project	_____
Lead Architect and Supporting Staff	_____
Current Status/Phase	_____
Construction Start Date	_____
Estimated Completion Date	_____
Estimated % of Current Workload	_____

Project	_____
Lead Architect and Supporting Staff	_____
Current Status/Phase	_____
Construction Start Date	_____
Estimated Completion Date	_____
Estimated % of Current Workload	_____

**ARCHITECT & ENGINEER SELECTION
PHASE I EVALUATION OF QUALIFICATIONS**

Firm/Team: _____

Panelist: _____

Date: _____

** Selection Panelists: Do not write in shaded areas.*

CRITERIA	DESCRIPTION OF CRITERIA	SCORE (1 - 10)	Multi- plier	POINTS
PROJECT QUALIFICATIONS & EXPERIENCE	Panelists: After reviewing the firm's qualifications package, including resumes and information on completed and current projects please evaluate the following:			
	1) Lead staff for Architectural firm demonstrates technical capability and experience in the design of rehabilitated buildings, especially buildings that are entirely redesigned within the confines of an existing historic building, in San Francisco.		2.00	
	2) Lead staff demonstrates experience with private sector, non-profit developed affordable residential developments similar to the described proposed project in San Francisco and surrounding Bay Area.		0.75	
	3) Lead staff demonstrates experience with private sector, market-rate residential developments similar to the described proposed project in San Francisco and surrounding Bay Area.		0.75	
	4) Demonstrated experience in designing "senior supportive housing", with its accompanying common, program & office space, for extremely-low income or formerly homeless households.		0.75	
	5) Demonstrated experience with creative and innovative designs that have resulted in superior buildings.		0.75	
	Subtotal Project Qualifications/Experience		5.00	
TECHNICAL QUALIFICATIONS & EXPERIENCE	1) Demonstrated ability to design within parameters of affordable housing financing requirements including, but not limited to, tax credits and tax-exempt bond financing.		1.00	
	2) Change order information as stated in relation to completed projects listed is within range of reasonableness for rehab/new construction.		0.50	
	3) Has experience designing to San Francisco Mayor's Office on Disability accessibility guidelines.		1.00	
	4) Demonstrated ability in Sustainable/Green design, including LEED certified (or the equivalent) design.		1.00	
	Subtotal Technical Qualifications/Experience		3.50	
ORGANIZATION & CAPACITY	Panelists: Review proposed staffing for this project giving consideration to all current projects undertaken by staff.			
	1) Architectural firm demonstrates adequate staffing and support capacity in-house.		1.00	
	2) Current workload indicates adequate capacity.		0.50	
	Subtotal Organization & Capacity		1.50	
TOTAL			10.00	

Attachment B - MOH Governmental Regulations

1. Prevailing Wages. Every contract for the rehabilitation or construction of housing that includes twelve (12) or more Units for Proposition A Funds and for CDBG funds: that includes eight (8) or more Units assisted with Funds must contain a provision requiring the payment of not less than the wages prevailing in the locality, as predetermined by the Secretary of Labor pursuant to the Davis-Bacon Act (40 U.S.C. §§ 276a-276a-5), as supplemented by Dept. of Labor regulations (29 CFR part 5) to all laborers and mechanics employed in the development of any part of the housing, and contracts involving their employment will be subject to the provisions, as applicable, of the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-332) as supplemented by Dept. of Labor regulations (29 CFR part 5). The prevailing wage requirements of this Section apply to all laborers and mechanics employed in the development of the Project, including portions other than the assisted Units.

2. Environmental Review. The Project must meet the requirements of the National Environmental Policy Act of 1969 (42 U.S.C. § 4321), related authorities listed at 24 CFR Section 51.100 and parts 50 and 58 and the California Environmental Quality Act (Cal. Pub. Res. Code §§ 2100 *et seq.*) and implementing regulations.

3. Conflict of Interest.

(a) Except for approved eligible administrative or personnel costs, no employee, agent, consultant, officer or official of Borrower or the City who exercises or has exercised any function or responsibilities with respect to activities assisted by Funds, in whole or in part, or who is in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in or benefit from the activities assisted under this Agreement, or have an interest, direct or indirect, in any contract, subcontract or agreement with respect thereto, or in the proceeds thereunder either for himself/herself or for those with whom he/she has family or business ties, during his/her tenure and for one year thereafter. In order to carry out the purpose of this Section, Borrower must incorporate, or cause to be incorporated, in all contracts, subcontracts and agreements relating to activities assisted under the Agreement, a provision similar to that of this Section. Borrower will be responsible for obtaining compliance with conflict of interest provisions by the parties with whom it contracts and, in the event of a breach, Borrower must take prompt and diligent action to cause the breach to be remedied and compliance to be restored.

(b) Borrower represents that it is familiar with the provisions of 24 CFR § 84.42, Section 15.103 of the San Francisco Charter, Article III, Chapter 2 of the San Francisco Campaign and Governmental Conduct Code, and Sections 1090 through 1097 and 87100 *et seq.* of the California Government Code, all of which relate to prohibited conflicts of interest in connection with government contracts. Borrower certifies that it knows of no facts that constitute a violation of any of these provisions and agrees to notify the City immediately if Borrower at any time obtains knowledge of facts constituting a violation.

(c) In the event of any violation of the conflict of interest prohibitions, Borrower agrees that the City may refuse to consider any future application for funding from Borrower or any entity related to Borrower until the violation has been corrected to the City's satisfaction, in the City's sole discretion.

Exhibit E

4. Disability Access. Borrower must comply with all applicable disability access Laws, including the Americans With Disabilities Act (42 U.S.C. §§ 1201 *et seq.*), Section 504 of the Rehabilitation Act (29 U.S.C. § 794) and the Fair Housing Amendments Act (42 U.S.C. §§ 3601 *et seq.*). Borrower is responsible for determining which disability access Laws apply to the Project, including those applicable due to the use of Funds. In addition, before occupancy of the Project, Borrower must provide to the City a written reasonable accommodations policy that indicates how Borrower will respond to requests by disabled individuals for accommodations in Units and common areas of the Project.

5. Lead-Based Paint. Borrower must satisfy the requirements of Chapter 36 of the San Francisco Building Code ("Work Practices for Exterior Lead-Based Paint") and the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4821 *et seq.*) and implementing regulations at 24 CFR part 35. Borrower must also comply with the provisions contained in 17 CCR 350000 *et seq.*, and 8 CCR 1532.1 and all other applicable Laws governing lead-based hazards.

6. Relocation. Borrower must meet any applicable requirements of the California Relocation Assistance Act (Cal. Gov. Code §§ 7260 *et seq.*) and implementing regulations in Title 25, Chapter 6 of the California Administrative Code in addition to the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. §§ 4601 *et seq.*) and implementing regulations at 49 CFR part 24, the requirements of 24 CFR § 92.353 (Displacement, relocation, and acquisition) and similar Laws.

7. Low-Income Hiring Requirements. The use of Funds triggers compliance with certain hiring requirements imposed by the City's First Source Hiring Ordinance (S.F. Admin. Code Chapter 83), as incorporated into MOH's Section 3 Plus Plan. To ensure compliance with those requirements, Borrower must include the provisions attached as Exhibit D in its contract with the general contractor for the Project. Borrower will be responsible to the City for ensuring compliance with the requirements listed on Exhibit D.

8. Non-Discrimination in City Contracts and Benefits Ordinance.

(a) Borrower May Not Discriminate. In the performance of this Agreement, Borrower agrees not to discriminate on the basis of the fact or perception of a person's race, color, creed, religion, national origin, ancestry, age, sex, sexual orientation, gender identity, domestic partner status, marital status, height, weight, disability or Acquired Immune Deficiency Syndrome or HIV status (AIDS/HIV status) against any employee of, any City employee working with, or applicant for employment with Borrower, in any of Borrower's operations within the United States, or against any person seeking accommodations, advantages, facilities, privileges, services or membership in all business, social or other establishments or organizations operated by Borrower.

(b) Subcontracts. Borrower must 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 must require all subcontractors to comply with these provisions.

(c) Non-Discrimination in Benefits. Borrower 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 or where the work is being performed for the City or elsewhere within the United States, discriminate in the provision of bereavement leave, family medical leave, health benefits, membership or membership discounts, moving expenses, pension and retirement benefits or travel benefits, as well as any benefits other than the benefits

specified above, between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of such employees, where the domestic partnership has been registered with a Governmental Agency under state or local law authorizing such registration, subject to the conditions set forth in Section 12B.2(b) of the San Francisco Administrative Code.

(d) **Condition to Contract.** As a condition to this Agreement, Borrower must execute the "Chapter 12B Declaration: Nondiscrimination in Contracts and Benefits" form (Form HRC-12B-101) with supporting documentation and secure the approval of the executed form by the San Francisco Human Rights Commission.

(e) **Incorporation of Administrative Code Provisions by Reference.** The provisions of Chapters 12B ("Nondiscrimination in Contracts") and 12C ("Nondiscrimination in Property Contracts") of the San Francisco Administrative Code are incorporated in this Section by reference and made a part of this Agreement as though fully set forth herein. Borrower must comply fully with and be bound by all of the provisions that apply to this Agreement under these provisions of the Administrative Code, including the remedies available to the City. Borrower understands that under Sections 12B.2(h) and 12C.3(g) of the San Francisco Administrative Code, in addition to any other penalties, the City may assess a penalty of \$50 for each person for each calendar day during which such person was discriminated against in violation of the provisions of this Agreement.

9. **MacBride Principles.** The City urges companies doing business in Northern Ireland to move towards resolving employment inequities, and encourages such companies to abide by the MacBride Principles. The City urges San Francisco companies to do business with corporations that abide by the MacBride Principles.

10. **Tropical Hardwood & Virgin Redwood Ban.** The City urges contractors not to import, purchase, obtain or use for any purpose, any tropical hardwood, virgin redwood or tropical hardwood or virgin redwood product.

11. **Preservative-Treated Wood Containing Arsenic.** Borrower may not purchase preservative-treated wood products containing arsenic until the Deed of Trust has been fully reconveyed unless an exemption from the requirements of Chapter 13 of the San Francisco Environment Code is obtained from the Department of Environment under Section 1304. The term "preservative-treated wood containing arsenic" shall mean wood treated with a preservative that contains arsenic, elemental arsenic, or an arsenic copper combination, including, but not limited to, chromated copper arsenate preservative, ammoniacal copper zinc arsenate preservative, or ammoniacal copper arsenate preservative. Borrower may purchase preservative-treated wood products on the list of environmentally preferable alternatives prepared and adopted by the Department of the Environment. This provision does not preclude Borrower from purchasing preservative-treated wood containing arsenic for saltwater immersion. The term "saltwater immersion" shall mean a pressure-treated wood that is used for construction purposes or facilities that are partially or totally immersed in saltwater.

12. **False Claims.** Pursuant to San Francisco Administrative Code Section 6.83, any borrower, grantee, contractor, subcontractor or consultant who submits a false claim will be liable to the City for three times the amount of damages the City sustains because of the false claim and for the cost, including attorneys' fees and costs, of a civil action brought to recover any of those penalties or

damages. In addition, the City may obtain a civil penalty of up to \$10,000 for each false claim. A borrower, grantee, contractor, subcontractor or consultant will be deemed to have submitted a false claim to the City if the borrower, grantee, contractor, subcontractor or consultant:

- (a) knowingly presents or causes to be presented to any 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 uses 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 uses 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 the 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.

13. Public Disclosure.

(a) Borrower understands and agrees that under the City's Sunshine Ordinance (S.F. Admin. Code, Chapter 67) and the State Public Records Law (Cal. Gov. Code §§ 6250 *et seq.*), this Agreement and any and all records, information and materials submitted to the City hereunder are public records subject to public disclosure. Borrower hereby authorizes the City to disclose any records, information and materials submitted to the City in connection with this Agreement as required by Law. Further, Borrower specifically agrees to conduct any meeting of its governing board that addresses any matter relating to the Project or to Borrower's performance under this Agreement as a passive meeting.

(b) By executing this Agreement, Borrower agrees to comply with the provisions of Chapter 12L of the San Francisco Administrative Code to the extent applicable. Borrower agrees to open its meetings and records to the public in the manner set forth in Sections 12L.4 and 12L.5 of the San Francisco Administrative Code. Borrower further agrees to make good faith efforts to promote community membership on its Board of Directors in the manner set forth in Section 12L.6 of the Administrative Code.

(c) In accordance with the Citizen's Right to Know Act of 1998 (S. F. Admin. Code Chapter 79), no officer, department, board or commission of the City may approve a City Project, as defined in Chapter 79, unless a sign has been posted on the applicable property at least fifteen (15) days before approval. A City Project is a project that involves new construction, a change in use or a significant expansion of an existing use where the City funding for the project is \$50,000 or more. If the Loan will be used for a City Project, this Agreement will not become effective until fifteen (15) days following the posting of the requisite sign, or, in the alternative, thirty (30) days following the delivery of written notices to residents and owners within 300 feet of the Site, and the City will have the right to nullify or revoke this Agreement without cost or liability of any sort whatsoever at any time before that date. If Borrower believes that this Agreement relates to a City Project and that the requisite sign has not been posted, Borrower must notify the City so that the City may determine the applicability of Chapter 79, and, if necessary, post the requisite sign.

14. Prohibition on Use of Public Funds for Political Activities. As provided by Administrative Code Section 12G, no funds appropriated by the City and County of San Francisco for any contract, grant agreement, or loan agreement may be expended for participating in, supporting, or attempting to influence a political campaign for any candidate or ballot measure.

15. Nondisclosure of Private Information. Borrower agrees to comply fully with and be bound by all of the provisions of Chapter 12M of the San Francisco Administrative Code (the "Nondisclosure of Private Information Ordinance"), including the remedies provided. The provisions of the Nondisclosure of Private Information Ordinance are incorporated herein by reference and made a part of this Agreement as though fully set forth. Capitalized terms used in this section and not defined in this Agreement shall have the meanings assigned to such terms in the Nondisclosure of Private Information Ordinance. Consistent with the requirements of the Nondisclosure of Private Information Ordinance, Contractor agrees to all of the following:

(a) Neither the Borrower nor any of its Subcontractors shall disclose Private Subcontractor, person, or other entity, unless one of the following is true:

(i) The disclosure is authorized by this Agreement;

(ii) The Borrower received advance written approval from the Contracting Department to disclose the information; or

(iii) The disclosure is required by law or judicial order.

(b) Any disclosure or use of Private Information authorized by this Agreement shall be in accordance with any conditions or restrictions stated in this Agreement. Any disclosure or use of Private Information authorized by a Contracting Department shall be in accordance with any conditions or restrictions stated in the approval.

(c) Private Information shall mean any information that: (1) could be used to identify an individual, including without limitation, name, address, social security number, medical information, financial information, date and location of birth, and names of relatives; or (2) the law forbids any person from disclosing.

(d) Any failure of the Borrower to comply with the Nondisclosure of Private Information Ordinance shall be a material breach of this Agreement. In such an event, in addition to any other remedies available to it under equity or law, the City may terminate this Agreement, debar the Borrower, or bring a false claim action against the Borrower.

16. Graffiti Removal. Graffiti is detrimental to the health, safety and welfare of the community in that it promotes a perception in the community that the laws protecting public and private property can be disregarded with impunity. This perception fosters a sense of disrespect of the law that results in an increase in crime; degrades the community and leads to urban blight; is detrimental to property values, business opportunities and the enjoyment of life; is inconsistent with the City's property maintenance goals and aesthetic standards; and results in additional graffiti and in other properties becoming the target of graffiti unless it is quickly removed from public and private property. Graffiti results in visual pollution and is a public nuisance. Graffiti must be abated as quickly as possible to avoid detrimental impacts on the City and County and its residents, and to prevent the further spread of graffiti.

(a) Borrower shall remove all graffiti from any real property owned or leased by Borrower in the City and County of San Francisco within forty eight (48) hours of the earlier of Borrower's (a) discovery or notification of the graffiti or (b) receipt of notification of the graffiti from the Department of Public Works. This section is not intended to require a Borrower to breach any lease or other agreement that it may have concerning its use of the real property. The term "graffiti" means any inscription, word, figure, marking or design that is affixed, marked, etched, scratched, drawn or painted on any building, structure, fixture or other improvement, whether permanent or temporary, including by way of example only and without limitation, signs, banners, billboards and fencing surrounding construction sites, whether public or private, without the consent of the owner of the property or the owner's authorized agent, and which is visible from the public right-of-way. "Graffiti" shall not include: (1) any sign or banner that is authorized by, and in compliance with, the applicable requirements of the San Francisco Public Works Code, the San Francisco Planning Code or the San Francisco Building Code; or (2) any mural or other painting or marking on the property that is protected as a work of fine art under the California Art Preservation Act (California Civil Code Sections 987 et seq.) or as a work of visual art under the Federal Visual Artists Rights Act of 1990 (17 U.S.C. §§ 101 et seq.).

(b) Any failure of Borrower to comply with this section of this Agreement shall constitute an Event of Default of this Agreement.

17. Resource-Efficient Building Ordinance. Borrower acknowledges that the City and County of San Francisco has enacted San Francisco Environment Code Chapter 7 relating to resource-efficient City buildings and resource-efficient pilot projects. Borrower hereby agrees it shall comply with the applicable provisions of such code sections as such sections may apply to the Property.

Exhibit D - First Source Hiring Requirements and Numerical Goals

Borrower's use of Funds triggers the following hiring requirements imposed by the City's First Source Hiring Ordinance (San Francisco Administrative Code Chapter 83) as incorporated into MOH's Section 3 Plus Plan.

1. Section 3 Requirements.

(a) The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. § 1701u ("Section 3"), based on Borrower's receipt of City funds under MOH's Section 3 Plus Plan. The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3 be directed to low-and very low-income persons, particularly persons who are recipients of HUD assistance for housing, to the greatest extent feasible.

(b) The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

(c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and to post copies of the notice in conspicuous places at the work site where both

employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference and set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions and the qualifications for each, the name and location of the person(s) taking applications for each of the positions and the anticipated date work will begin.

(d) The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135 and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

(e) The contractor will certify that any vacant employment positions, including training positions, that are filled: (i) after the contractor is selected but before the contract is executed; and (ii) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

(f) Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default and debarment or suspension from future HUD assisted contracts.

2. Recommended Minimum Numerical Goals. Contractors may demonstrate compliance with the "greatest extent feasible" requirement of Section 3 by meeting the numerical goals set forth below for training, employment and contracting opportunities to Section 3 residents and Section 3 business concerns, which represent minimum numerical goals.

(a) Training and Employment of Section 3 Residents (24 CFR § 135.30(b)). Contractors and subcontractors may demonstrate compliance by committing to employ Section 3 residents as thirty percent (30%) of the aggregate number of new hires (full-time employees for permanent, temporary or seasonal employment) and an overall goal of thirty percent (30%) of total work hours for the entire project.

(b) Contracts with Section 3 Business Concerns (24 CFR § 135.30). Contractors and subcontractors may demonstrate compliance with the requirements of this part by committing to award to Section 3 business concerns:

(i) At least ten percent (10%) of the total dollar amount of all Section 3 covered contracts for building trades work arising in connection with housing rehabilitation, housing construction and other public construction; and

(ii) At least three percent (3%) of the total dollar amount of all other Section 3 covered contracts.

Attachment C - HRC Requirements & Forms

See Additional Document File.

Attachment D - MOH & SFRA Guidelines for A & E Basic Services

Basic Services– All Projects

In addition to the Architect's Basic Services defined in AIA B181, Standard Form of Agreement Between Architect and Owner for Housing Services, Basic Services for affordable housing projects financed by the Mayor's Office of Housing (MOH) or the San Francisco Redevelopment Agency (SFRA) shall include the following:

Pre-application meetings and interface with other relevant City Agencies – up to 2 pre-application meetings with each agency such as the Dept. of Building Inspection, Dept. of Parking and Traffic, City Planning and the Mayor's Office on Disability (MOD).

Redesign and contract document revisions that are related to "reasonable and foreseeable" code interpretations by a field inspector. What is "reasonable and foreseeable" may be defined by a third party if necessary.

Limited FF&E layouts for accessible units and common areas to ensure that accessible areas can be furnished in a manner acceptable to MOD.

Up to 3 community meetings and/or public hearings including preparation time, but not including unlimited graphic-model materials.

Ongoing review of contractor-prepared as-built drawings at least monthly throughout the course of construction or at time intervals appropriate to the project.

Written Post-Occupancy Building and Social Evaluations including 9-Month and 12-Month, walk-throughs with Owner, Contractor, and sub-consultants as needed to identify issues. These would also serve as warranty walk-throughs.

Pre-Construction meeting minutes and review of contractor-prepared meeting minutes during construction.

Redesign costs associated with architect-driven change orders only.

Post-bidding value engineering revisions corresponding to up to 5% of the pre-bid construction budget.

Basic Services – Rehabilitation Projects Only

In addition to the Basic Services for All Projects listed above, Basic Services for rehabilitation projects shall also include:

Confirmation/verification of as-built documentation of existing conditions provided by owner.

Path-of-travel analysis, including the nearest transit stop.

Recommendations for exploratory demolition and/or systems testing to be done by owner during schematic design phase to verify assumptions.

Observation time as required during construction to address uncovered existing conditions.

Planning, phasing and coordination during an occupied rehabilitation project (with appropriate additional compensation for such services).

Basic Services Exclusions

The following are to be considered outside the scope of Basic Services for affordable housing projects financed by MOH/SFRA:

Cost Estimating.

Post-bidding value engineering revisions made necessary by delays beyond the control of the Architect or by inflation deemed by both parties to be standard in the industry at the time.

Landscape, Acoustical and Civil Engineering, and other specialty Consultants.

Dealing with existing non-accessible conditions not easily made 100% accessible.

Compliance with the Green Communities Initiative.

Attachment E - Insurance Requirements

Subject to approval by the City's Risk Manager of the insurers and policy forms, Borrower must obtain and maintain, or caused to be maintained, the insurance and bonds as set forth below throughout the Compliance Term of this Agreement at no expense to the City:

1. Borrower, Contractors.

(a) to the extent Borrower or its contractors and subcontractors have "employees" as defined in the California Labor Code, workers' compensation insurance with employer's liability limits not less than One Million Dollars (\$1,000,000) each accident;

(b) commercial general liability insurance, with limits set forth below, combined single limit for bodily injury and property damage, including coverage for contractual liability; personal injury; fire damage legal liability; advertisers' liability; owners' and contractors' protective liability; broad form property damage; explosion, collapse and underground (XCU); products and completed operations, as follows:

(i) not less than One Million Dollars (\$1,000,000) each occurrence before the start of demolition/construction/rehabilitation if the Site is unoccupied;

(ii) not less than Three Million Dollars (\$3,000,000) each occurrence at all times during demolition/construction/rehabilitation and occupancy of the Site/ongoing operations of the Project;

(c) business automobile liability insurance, with limits not less than One Million Dollars (\$1,000,000) each occurrence, combined single limit for bodily injury and property damage, including owned, hired and non-owned auto coverage, as applicable;

(d) professional liability insurance for all architects employed in connection with the Project, with limits not less than One Million Dollars (\$1,000,000) (or, in the case of any other professionals, \$1,000,000) each claim with respect to negligent acts, errors or omissions in connection with professional services to be provided in connection with the Project. Any deductible over Fifty Thousand Dollars (\$50,000) each claim must be reviewed by Risk Management; and

(e) a blanket fidelity bond covering Borrower's officers and employees against dishonesty with respect to the Funds, in the amount of Seventy Five Thousand Dollars (\$75,000) each loss, with any deductible not to exceed Five Thousand Dollars (\$5,000) each loss, including the City as additional obligee or loss payee.

2. Property Insurance. Borrower must maintain, or cause its contractors and property managers, as appropriate for each, to maintain, insurance and bonds as follows:

(a) during the course of any rehabilitation/construction, builders' risk insurance, special form coverage, excluding earthquake and flood, for one hundred percent (100%) of the replacement value of all completed improvements and City property in the care, custody and control of Borrower or its contractor, including coverage in transit and storage off-site, with a deductible not to exceed Ten Thousand Dollars (\$10,000) each loss, including the City and all subcontractors as loss payees;

(b) property insurance, special form coverage, excluding earthquake and flood, but including vandalism and malicious mischief, for one hundred percent (100%) of the replacement value of all furnishings, fixtures, equipment, improvements, alterations and property of every kind located on or appurtenant to the Site, including coverage for loss of rental income due to an insured peril for twelve (12) months, with a deductible not to exceed Ten Thousand Dollars (\$10,000) each loss, including the City as a named insured;

(c) boiler and machinery insurance, comprehensive form, in the amount of replacement value of all insurable objects, with any deductible not to exceed Ten Thousand Dollars (\$10,000) each loss, including the City as a named insured; and

(d) during construction and/or rehabilitation, performance and payment bonds of contractors, each in the amount of one hundred percent (100%) of contract amounts, naming the City and Borrower as dual obligees, or other completion security approved by the City in its sole discretion.

3. Commercial Space. Borrower must require that all nonresidential tenants' liability insurance policies include Borrower and the City as additional insureds, as their respective interests may appear. Throughout the term of any lease of Commercial Space in the Project, Borrower must require commercial tenants to maintain insurance as follows:

(a) to the extent the tenant has "employees" as defined in the California Labor Code, workers' compensation insurance with employer's liability limits not less than One Million Dollars (\$1,000,000) each accident;

(b) commercial general liability insurance, with limits not less than One Million Dollars (\$1,000,000) each occurrence, combined single limit for bodily injury and property damage, including coverage for contractual liability; personal injury; advertisers' liability; including coverage for loss of income due to an insured peril for twelve (12) months; owners' and contractors' protective; broadform property damage; explosion, collapse and underground (XCU); products and completed operations coverage;

(c) business automobile liability insurance, with limits not less than One Million Dollars (\$1,000,000) each occurrence, combined single limit for bodily injury and property damage, including owned, hired and non-owned auto coverage, as applicable;

(d) with respect to any tenant who has (or is required by Law to have) a liquor license and who is selling or distributing alcoholic beverages and/or food products on the leased premises, to maintain liquor and/or food products liability coverage with limits not less than One Million Dollars (\$1,000,000), as appropriate;

(e) special form coverage insurance, including vandalism and malicious mischief, in the amount of 100% of the full replacement cost thereof, covering all furnishings, fixtures, equipment, leasehold improvements, alterations and property of every kind of the tenant and of persons claiming through the tenant; and

(f) full coverage plate glass insurance covering any plate glass on the commercial space.

4. General Requirements.

(a) General and automobile liability policies of Borrower, contractors, commercial tenants and property managers must include the City, including its Boards, commissions, officers, agents and employees, as an additional insured by endorsement acceptable to the City.

(b) All policies required by this Agreement must be endorsed to provide no less than thirty (30) days' written notice to the City before cancellation or intended non-renewal is effective.

(c) With respect to any property insurance, Borrower hereby waives all rights of subrogation against the City to the extent of any loss covered by Borrower's insurance, except to the extent subrogation would affect the scope or validity of insurance.

(d) Approval of Borrower's insurance by the City will not relieve or decrease the liability of Borrower under this Agreement.

(e) Any and all insurance policies called for herein must contain a clause providing that the City and its officers, agents and employees will not be liable for any required premium.

(f) The City reserves the right to require an increase in insurance coverage in the event the City determines that conditions show cause for an increase, unless Borrower demonstrates to the City's satisfaction that the increased coverage is commercially unreasonable and unavailable to Borrower.

(g) All liability policies must provide that the insurance is primary to any other insurance available to the additional insureds with respect to claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought and that an act of omission of one of the named insureds that would void or otherwise reduce coverage will not void or reduce coverage as to any other insured, but the inclusion of more than one insured will not operate to increase the insurer's limit of liability.

(h) Any policy in a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs are included in the general annual aggregate limit must be in amounts that are double the occurrence or claims limits specified above.

(i) All claims based on acts, omissions, injury or damage occurring or arising in whole or in part during the policy period must be covered. If any required insurance is provided under a claims-made policy, coverage must be maintained continuously for a period ending no less than three (3) years after recordation of a notice of completion for builder's risk or the Compliance Term for general liability and property insurance.

(j) Borrower must provide the City with copies of endorsements for each required insurance policy and make each policy available for inspection and copying promptly upon request.