

**REQUEST FOR PROPOSAL  
FOR  
ARCHITECTURAL SERVICES**

**Sunnydale Parcel Q  
San Francisco, California**

**ISSUE DATE:** April 20, 2016

**DUE DATE:** May 19, 2016

**TITLE:** Sunnydale Parcel Q Architectural Services

**ISSUER:** Sunnydale Development Co., LLC  
44 Montgomery Street, Suite 1050  
San Francisco, CA 94104

**LOCATION OF WORK:** Sunnydale Parcel Q  
1433 -1497 (odd) Sunnydale Avenue; 209-221 (odd) Hahn Street  
San Francisco, CA 94134

**PERIOD OF CONTRACT:** May 2016 through Project Completion

Please submit 4 hard copies (3 bound and 1 unbound) and one PDF copy on CD of proposals by 4:00PM PST on Thursday, May 19, 2016. See Section VIII for details on submittal requirements. Proposals must reach the address below by the deadline stated. Sunnydale Development Co. is not responsible for any expenses related to the preparation or presentation of responses to this RFP.

**SUBMIT PROPOSALS AND  
INQUIRIES TO:** Sunnydale Development Co., LLC  
c/o The Related Companies of California  
Attn: Jonathan Mark  
44 Montgomery Street, Suite 1050  
San Francisco, CA 94104

## **REQUEST FOR PROPOSALS FOR ARCHITECTURAL SERVICES**

### **Sunnydale Parcel Q San Francisco, California**

#### **I. PURPOSE**

The purpose of this RFP is to solicit proposals for the purpose of entering into a contract through competitive negotiations for the professional services of an architectural firm. The firm must have experience in designing large multi-family rental buildings within urban infill residential communities.

The selected firm will contract directly with a joint venture comprised of the Related Companies of California (TRCC) and Mercy Housing California (MHC). Successful cost containment is critical to the financial feasibility of this project.

Sunnydale Development Co. reserves the right to reject any or all proposals for just cause and to waive any informalities in the submission process if it is deemed to be in the best interest of the development, the Development Team, and/or any other entity involved in the Sunnydale Parcel Q project.

#### **II. BACKGROUND**

TRCC and MHC were selected by the City of San Francisco and the San Francisco Housing Authority to develop the Sunnydale and Velasco public housing sites into a new mixed income community with new infrastructure, new quality affordable and market rate housing, and neighborhood serving amenities. Development of Sunnydale-Velasco public housing is under the City of San Francisco's HOPE SF initiative, a program modeled after the HUD HOPE VI program. (See [www.HOPE-SF.org](http://www.HOPE-SF.org) for more information.)

The site that is the subject of this RFP—Sunnydale Parcel Q—is roughly a half acre of vacant land located at the intersection of Sunnydale Avenue and Hahn Street, directly across from the existing Sunnydale and Velasco developments. It is anticipated that construction on this site will begin towards the end of 2017, prior to on-site construction at Sunnydale and Velasco, in part, to provide relocation opportunities for existing Sunnydale and Velasco residents.

#### **III. DEVELOPMENT TEAM**

The project will be co-developed by TRCC and MHC. A to-be-formed limited partnership, between these two entities will be responsible for the construction and long-term ownership of the housing constructed on Parcel Q. The selected architect will contract with this limited partnership.

The Related Companies of California ("TRCC"). Since 1989, TRCC has undertaken a range of transformational projects across California, from the redevelopment of obsolete public housing into quality affordable housing and mixed income developments, to best in class high rise residential developments. TRCC has completed more than 9,800 residences and currently has over 5,500 under construction or in predevelopment. TRCC's portfolio includes family, senior and intergenerational housing, plus commercial and retail mixed use developments, all which are driven by excellent design

and an unwavering commitment to creating great places. TRCC has the backing of the nation's most prominent privately held real estate firm, Related Companies. <http://www.relatedcalifornia.com>

Mercy Housing California ("MHC") is a California-based, non-profit housing development corporation with the mission of creating and strengthening healthy communities through the provision of quality, affordable, service-enriched housing for individuals and families who are economically poor. MHC has a strong presence in San Francisco reflected in its 33 housing developments including Presentation Senior Community, Mission Creek Senior Community and Notre Dame Plaza. Mercy's portfolio includes 7,940 units in 128 California properties in operation that date from 1974 to the present with an additional 5,000 units currently in development throughout California. Mercy is an affiliate of Mercy Housing, Inc. (MHI), a national non-profit housing development, management and resident services with sponsorships from eleven congregations of women religious. [www.mercyhousing.org/california](http://www.mercyhousing.org/california)

#### **IV. SCOPE OF WORK**

This RFP seeks design services for schematics, design development, construction documents, and construction administration up to final build-out of the project. Further definition of the Scope of Work is provided in Exhibit A – Scope of Work. This RFP will employ a transparent, competitive public bid process, with the intention of identifying firms with the vision and experience to meet goals for cost containment through thoughtful and efficient building design, typologies, and materials.

The scope of work for this project will require meetings and presentations with staff from the City of San Francisco and residents over the course of the contract. We anticipate that the scope of work will include three meetings with the City of San Francisco and three meetings with residents, however it is difficult to determine the exact number of such meetings.

The respondent agrees and acknowledges that the Scope of Work is an outline only and is not a complete, detailed or exhaustive description of each specific service that must be provided by the architect. The respondent agrees that any final Architectural Agreement will require them to provide all services necessary to permit the complete design, development and construction of the project as required by the terms and conditions of any such final Architectural Agreement, whether or not such services are expressly identified or described in this RFP.

The respondent acknowledges that certain services identified and described below are to be performed together with other parties involved in the project, and the architect agrees that the Architectural Agreement will require it to perform all such services, consistent with applicable standards of professional care, and to cooperate fully with all other parties involved in the project. The respondent understands and acknowledges that the performance of services together with such other parties will not relieve the architect from any liability or responsibility for his own errors, omissions, negligence and breach of contract or breach of warranty in connection with the provision of services pursuant to the Architectural Agreement.

A template of the Architectural Agreement is provided in Exhibit B – Form of Architectural Agreement. By responding to this RFP, the respondent is agreeing to accept and execute the form of Architectural Agreement attached. In the event that the respondent requests revisions to the Architectural Agreement, it must highlight and "mark-up" the Agreement with any proposed revisions and submit with its proposal. The extent and nature of any proposed revisions to the contract will be evaluated

along with the prospective firm's other RFP submissions. Respondents acknowledge that the form of Architectural Agreement attached is a draft, subject to potential revisions by TRCC or MHC.

## V. PROJECT DESCRIPTION

Sunnydale Parcel Q is located at 1477 – 1497 Sunnydale Ave in San Francisco. A survey of the site can be found in Exhibit C – Site Survey. The site is currently zoned NC-1 but proposed for rezoning to NC-2 and the Sunnydale Hope SF Special Use District, which is slated to be introduced as legislation in June 2016 and approved in November 2016. The draft Design for Development Guidelines that will be incorporated into the Special Use District are attached as Exhibit D – Design Guidelines.

It is our desire to maximize the density on the site while staying within the massing of a 5-story Type III building over podium parking, with a height limit of 65 feet. The ideal unit breakdown is 10% one-bedroom, 65% two-bedroom, and 25% three-bedroom.

It is anticipated that the project will be 100% affordable housing, financed through competitive 9% low income housing tax credits and will, therefore, need to comply with the minimum construction standards and other applicable requirements of the State Tax Credit Allocating Committee ("TCAC").

## VI. PROJECT SCHEDULE

The proposed pre-development schedule for Sunnydale Parcel Q is as follows:

Release RFP for Architect and RFQ for Contractor	4/20/2016
Responses to Architect RFP and Contractor RFQ Due	5/19/2016
Select Architect and Contractor	6/10/2016
Release RFP for Consultants (Structural, MEP, Landscape, Civil, etc.)	6/16/2016
Responses to Consultants RFP Due	7/7/2016
Select Consultants	7/28/2016
TCAC Application	3/1/2017
TCAC Award	6/1/2017
Construction Start	12/1/2017

## VII. HIRING & CONTRACTING GOALS

### Equal Employment Opportunities and LBE Goals:

The Development Team and the City of San Francisco require a high level of participation by Local Business Enterprises (LBEs) and local residents. Firms seeking to participate on this project must demonstrate their experience working in this neighborhood or similar disadvantaged community. This project has an overall LBE goal of 25% for Professional Services.

Local Business Enterprises (LBEs), certified by the San Francisco Contract Monitoring Division (CMD), are strongly encouraged to submit their qualifications. The 10% LBE Rating Bonus shall apply to the RFP process at all stages of selection for those disciplines contracted directly by the Developer. The LBE Joint

Venture Rating bonus shall also apply. Respondents are strongly encouraged to joint-venture if appropriate.

For information regarding the City's LBE program, please visit the City and County of San Francisco Local Business Enterprises (LBE) website at: [www.sfgov.org/cmd](http://www.sfgov.org/cmd)

For any questions, please contact Romulus Asenloo of the City's Contract Compliance Division at 415-581-2320 or [Romulus.asenloo@sfgov.org](mailto:Romulus.asenloo@sfgov.org) or Seth Benkle at 415-581-2306 or [seth.benkle@sfgov.org](mailto:seth.benkle@sfgov.org).

### **Section 3:**

The Housing Authority of the City and County of San Francisco (SFHA) requires compliance with section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u), as amended, and its accompanying regulations in 24 CFR 135 (hereinafter called Section 3).

#### Related Documents:

1. 24 CFR 135.
2. Appendix to 24 CFR Part 135, Examples of Efforts to Offer Training and Employment Opportunities to Section 3 Residents.
3. General Conditions of the Contract for Construction, HUD-5370 (4/2002), Clause 40.
4. General Contract Conditions, Non-Construction, HUD-5370-C (5/92), Clause 19.

#### SFHA COMMISSION RESOLUTION NO. 4967

- A. SFHA Commission Resolution No. 4967 adopted February 22, 2001, increases the Section 3 requirements contained in 24 CFR Part 135 to require that residents of SFHA public housing constitute a minimum of twenty-five percent (25%) of the total workforce (calculated by person-hours).
- B. Covered Contracts: Construction contracts over \$25,000 and non-construction contracts over \$50,000.
- C. Compliance: The contractor's good faith efforts will be evaluated by the SFHA Contracting Officer using Appendix to 24 CFR Part 135, Examples of Efforts to Offer Training and Employment Opportunities to Section 3 Residents. Non-compliance can result in penalties of \$45.00 per hour for shortfalls in hours worked by residents, breach of contract, or termination, as described in Resolution No. 4967.

Documents referenced herein are on file at the SFHA Contract and Procurement Division, 1815 Egbert Avenue, (415-715-3210). The documents are also available at the SFHA web site, [www.sfha.org](http://www.sfha.org).

## **VIII. SUBMITTAL REQUIREMENTS**

Proposals should be prepared simply and economically, providing a straightforward and concise description of the respondent's capabilities for satisfying the requirements of the RFP. Emphasis should be on completeness and clarity of content.

The respondent's proposal shall include:

- A. A cover letter.
- B. A brief history of the business/organization including the resumes of owners and/or principals, and key staff assigned to the project.
- C. A brief narrative describing the respondent's design vision for the site, potential unit count, bedroom mix, and any unique design features.
- D. Description of respondent's relevant work experience and qualifications to perform the work described in the Scope of Work. Please list your experience, if applicable, working on projects in the City and County of San Francisco, in the Bayview Hunter's Point or Visitacion Valley neighborhoods, and with the Mayor's Office of Housing, Mayor's Office on Disability and the San Francisco Housing Authority. Provide information on your experience with obtaining permits and approvals from the San Francisco Building Department as relevant.
- E. A description of architectural services and coordination activities over the past five years, including location of work and name of client. Please identify which projects have been affordable housing projects financed by low income housing tax credits.
- F. Given the aggressive project schedule, please describe firm's current pipeline of projects and outline current staffing plan and ability to perform the work within the anticipated schedule.
- G. Please include a proposed schedule outlining milestone dates for schematics, design development documents, 50% construction documents, 100% documents, and submission to the San Francisco Building Department.
- H. Propose consultant fees for each phase broken down as follows and indicating timing or conditions of payment. Please note proposed fees should be for architectural scope only. While it is anticipated that MEP, Structural, Landscape, Accessibility, and other consultants may come under the architect's contract, those consultants will be selected later in consultation with the selected architect. Architectural fees should assume coordination of these consultants though.

Schematic Phase	\$
Design Development Phase	\$
Construction Document Phase	\$
Bidding/Negotiation Phase	\$
Construction Administration Phase	\$
<b>Total</b>	<b>\$</b>

- I. If applicable, evidence that the respondent qualifies as a Local Business Enterprise pursuant to the requirements of the City of San Francisco.
- J. Contact information for references from previous clients.

- K. Four (4) copies of the proposal shall be submitted to the Development Team. 3 copies should be separately bound and one copy should be unbound.
- L. One CD containing one file with a clear and legible copy of the entire submittal. The digital file must be provided in Adobe PDF file format.

## **IX. EVALUATION CRITERIA**

1. Expertise, experience, and qualifications of the respondent for providing the services described in the Scope of Work. Personnel presented in the proposal are expected to be the same personnel as will be substantially involved throughout the life of the project. In particular, experience with projects similar in size, scope, and construction type, including recent work in San Francisco, especially Bayview Hunters Point or Visitacion Valley.
2. A demonstrated track record of coordinating design and construction professionals toward the successful completion of similar projects. Demonstrated ability to work in a cohesive unit and provide leadership to other design professionals. It is anticipated that the MEP, Structural, Civil, and Landscape consultants will all come under the architect's contract, but their fees should not be included with this response. These consultants will be selected by the Development Team in consultation with the selected architect.
3. Proposed consulting fees are competitive among prospective bidders and consistent with industry standards. Additional consideration will be given to respondents who defer a portion of their schematic, design development, and/or construction document fees until the project has closed on construction financing.
4. Responsiveness to the City of San Francisco's and San Francisco Housing Authority's LBE, Section 3, Prevailing Wage and other applicable contracting requirements.
5. Demonstrated ability to work collaboratively with clients, public agencies and especially community-based groups, residents and other project stakeholders. In particular, experience working with the San Francisco Mayor's Office of Housing, Mayor's Office on Disability, San Francisco Housing Authority, and San Francisco Building Department.
6. Evidence that current and projected workload allows for the ability to complete the work in a timely manner.
7. Evidence of satisfactory insurance coverage to meet the insurance requirements set forth in the Architectural Agreement.
8. Completeness of the submittal and compliance with the requirements of the RFP.
9. Expressed willingness to execute the form of Architectural Agreement, attached hereto as Exhibit B, or, if applicable, the extent of proposed revisions contained in the respondent's RFP submission.
10. Input from references.

## X. SELECTION SCHEDULE

April 20, 2016	RFQ Available.
May 5, 2016 5:00 PM	Deadline for submission of written questions (email questions to <a href="mailto:jonathan.w.mark@related.com">jonathan.w.mark@related.com</a> )
May 10, 2016 5:00 PM	Answers to submitted questions available to all firms
May 19, 2016 at 4:00PM PST	Please submit 4 hard copies (3 bound and 1 unbound) and one PDF copy on CD of proposals to:  SUNNYDALE DEVELOPMENT CO., LLC c/o The Related Companies of California Attn: Jonathan Mark 44 Montgomery Street, Suite 1050 San Francisco, CA 94104  No late submittals will be considered
June 10, 2016	Architect Selection OR Max of 3 Short-list

## XI. SELECTION PROCESS

Sunnydale Development Co. will evaluate the applicants according to the identified criteria. We reserve the right to interview a short-list of respondents, which shall not exceed three respondents. The selected architect will be announced after careful consideration and City verification.

Final selection will be contingent on fee and contract negotiations, as well as on qualifications and LBE rating bonus, if applicable. Sunnydale Development Co. reserves the right to cease negotiations with a selected consultant if, in the sole discretion of Sunnydale Development Co., no agreement can be reached to the satisfaction of the parties, or if the services are no longer required.

## XII. GROUNDS FOR REJECTION

Sunnydale Development 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.
- 3) Firm does not possess the required minimum qualifications.
- 4) Firm is suspended or disqualified from projects funded by HUD, SFHA or MOH.

## XIII. TERMS & CONDITIONS

In submitting a response to this RFP, applicant acknowledges that:

- 1) Applicant has read and understands all terms and conditions set forth in this RFP, including attachments to the RFP.



- 2) Sunnydale Development Co. reserves the right to revise any terms and/or conditions set forth in this RFP and/or add any terms and/or conditions beyond those set forth in the RFP.
- 3) The progress of this project is subject to further feasibility analysis. As such, Sunnydale Development Co. reserves the right to terminate this contract or place the project on hold indefinitely.
- 4) Sunnydale Development Co. reserves the right, at its sole discretion, to alter the Scope of Work.

**For any questions, please contact Jonathan Mark at [jonathan.w.mark@related.com](mailto:jonathan.w.mark@related.com).  
Qualifications must be received at 44 Montgomery Street, Suite 1050, San Francisco, CA 94104.  
Qualification responses received after May 19, 2016 at 4:00 PM will be disqualified.**

Exhibits

- A. Scope of Work
- B. Architect Agreement
- C. Site Survey
- D. Design Guidelines - <https://related.box.com/s/d5c7frmizpbs5tfqybkjk5zws8olf4mb>

Provided Services <input checked="" type="checkbox"/> <b>CONTRACT PHASE / SERVICE</b>	<b>COMMENTS</b>
<p><b>PHASE 1</b>  <b>Project Management</b></p> <ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> Review and comment on client's time schedule (if provided)</li> <li><input checked="" type="checkbox"/> Develop meeting agendas</li> <li><input checked="" type="checkbox"/> Coordinate consultants per Exhibit "B-1"</li> <li><input type="checkbox"/> Prepare estimated architectural time schedule</li> <li><input type="checkbox"/> Develop project team directory</li> <li><input type="checkbox"/> Coordinate project addressing</li> <li><input checked="" type="checkbox"/> Coordinate trash collection</li> <li><input checked="" type="checkbox"/> Coordinate with Post Office for mailbox locations</li> <li><input type="checkbox"/> Coordination of project presentation booklet</li> <li><input type="checkbox"/> Coordination of school district fees</li> <li><input type="checkbox"/> Assist in developing project name</li> <li><input checked="" type="checkbox"/> Agency consulting / review / approval (specify)</li> <li><input type="checkbox"/> Determine plan check fees</li> <li><input checked="" type="checkbox"/> Design to appropriate accessibility regulations</li> <li><input checked="" type="checkbox"/> Design to address current TCAC requirements</li> </ul>	<ul style="list-style-type: none"> <li>1) Architect will coordinate with City Sanitation for trash enclosure design and locations.</li> <li>2) Provide meeting minutes</li> <li>3) Owner will coordinate with Fire Dept for unit numbering. Architect will incorporate this numbering sequence into the documents.</li> <li>4) Architect will contact The Postal Service for proper design and location of "gang" mailboxes. Owner will determine Project address.</li> <li>5) Architect will submit and retrieve plans to City Depts., as required, until a Building Permit is ready to be issued. All meetings with appropriate agencies/departments during this process shall be included in the fixed fee.</li> <li>6) Provide Code and Accessibility Analysis</li> <li>7) Consultant shall be the manager of a project FTP site and shall coordinate all uploads and notifications</li> </ul>
<p><b>PHASE 2</b>  <b>Programming</b></p> <ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> Review and comment on client's program (if provided)</li> <li><input type="checkbox"/> Develop project program</li> <li><input checked="" type="checkbox"/> Review and comment on marketing report (if provided)</li> <li><input type="checkbox"/> Develop estimated master project schedule</li> <li><input type="checkbox"/> Site tours to review similar products</li> <li><input type="checkbox"/> Provide a list of consultants, general contractors</li> <li><input type="checkbox"/> Meetings No. of _____</li> <li style="padding-left: 20px;">_____ Client          _____ Agency</li> <li style="padding-left: 20px;">_____ @ Client</li> <li style="padding-left: 20px;">_____ @ Architect</li> <li style="padding-left: 20px;">_____ @ Other</li> </ul>	
<p><b>PHASE 3</b>  <b>Concept Development / Site Analysis</b></p> <ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> Research applicable agency(s) code requirements</li> <li><input type="checkbox"/> Site / neighborhood analysis</li> <li><input type="checkbox"/> Site opportunities &amp; constraints diagram</li> <li><input checked="" type="checkbox"/> Site plan concepts No. of <u>2-3</u></li> <li><input checked="" type="checkbox"/> Parking studies</li> <li><input type="checkbox"/> Conceptual grading study</li> <li><input checked="" type="checkbox"/> Site section / building massing</li> <li><input type="checkbox"/> Functional space (bubble) plan diagrams</li> <li><input checked="" type="checkbox"/> Tabulate pertinent information (i.e., unit no's, pkg., etc.)</li> <li><input type="checkbox"/> Conceptual architectural character</li> <li><input type="checkbox"/> Illustrative perspective renderings</li> <li><input type="checkbox"/> Architectural models</li> <li><input type="checkbox"/> Environmental studies and reports</li> <li><input type="checkbox"/> Zoning processing assistance (specify)</li> <li><input checked="" type="checkbox"/> Site visits No. of <u>as necessary</u></li> <li><input type="checkbox"/> Meetings No. of <u>3</u></li> <li style="padding-left: 20px;"><u>3</u> Client          <u>as necessary</u> Agency</li> <li style="padding-left: 20px;"><u>3</u> @ Client</li> <li style="padding-left: 20px;">_____ @ Architect</li> <li style="padding-left: 20px;">_____ @ Other</li> <li><input type="checkbox"/></li> <li><input type="checkbox"/></li> </ul>	

Client: \_\_\_\_\_

Consultant: \_\_\_\_\_

<b>Provided Services</b> <input checked="" type="checkbox"/> <b>CONTRACT PHASE / SERVICE</b>	<b>COMMENTS</b>
<p><b>PHASE 4</b> <b>Schematic Design</b></p> <ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> Architectural site plan with dimensions</li> <li><input type="checkbox"/> Technical / dimensioned / noted site plan</li> <li><input type="checkbox"/> Parking plan(s)</li> <li><input type="checkbox"/> Preliminary grading plan</li> <li><input checked="" type="checkbox"/> Floor plans No. <u>+/-3</u></li> <li><input checked="" type="checkbox"/> Typical building composites No. <u>7</u></li> <li><input type="checkbox"/> Typical plan sections</li> <li><input checked="" type="checkbox"/> Typical building sections</li> <li><input checked="" type="checkbox"/> Typical roof plans</li> <li><input checked="" type="checkbox"/> Exterior elevations No. <u>+/-4</u></li> <li><input type="checkbox"/> Typical street scene</li> <li><input checked="" type="checkbox"/> Color selections</li> <li><input checked="" type="checkbox"/> Color material board</li> <li><input type="checkbox"/> Hardscape design</li> <li><input type="checkbox"/> Develop lender's package (specify terms)</li> <li><input checked="" type="checkbox"/> Develop agency submittal (specify items)</li> <li><input type="checkbox"/> Rendered / colored exhibits (specify items)</li> <li><input type="checkbox"/> Illustrative perspective renderings</li> <li><input type="checkbox"/> Architectural models</li> <li><input type="checkbox"/> Landscape design concept</li> <li><input type="checkbox"/> Cost estimate</li> <li><input type="checkbox"/> Other studies (i.e., acoustical) (specify)</li> <li><input checked="" type="checkbox"/> Miscellaneous structures <ul style="list-style-type: none"> <li><input type="checkbox"/> Community building</li> <li><input type="checkbox"/> Leasing office</li> <li><input type="checkbox"/> Laundry building(s)</li> <li><input checked="" type="checkbox"/> Trash enclosures</li> <li><input checked="" type="checkbox"/> Gate structures (vehicular &amp;/or pedestrian)</li> <li><input checked="" type="checkbox"/> Trellis structures</li> <li><input checked="" type="checkbox"/> Mail box structures</li> <li><input type="checkbox"/> Pool equipment enclosure</li> <li><input checked="" type="checkbox"/> Detached carport/garages</li> <li><input type="checkbox"/></li> </ul> </li> <li><input checked="" type="checkbox"/> Site visits No. of <u>As necessary</u></li> <li><input checked="" type="checkbox"/> Meetings No. of <u>4+</u> <ul style="list-style-type: none"> <li><u>4</u> Client <u>as necessary</u> Agency</li> <li><u>4</u> @ Client</li> <li>_____ @ Architect</li> <li>_____ @ Other</li> </ul> </li> <li><input checked="" type="checkbox"/> Coordination with all consultants</li> <li><input type="checkbox"/></li> </ul>	<p>Plans will be submitted to Owner for review and comments two times and Architect will revise plans accordingly.</p> <p>Agency Submittal Exhibits as required by SF Planning Dept.</p>

Client: \_\_\_\_\_

Consultant: \_\_\_\_\_

<b>Provided Services</b> <input checked="" type="checkbox"/> <b>CONTRACT PHASE / SERVICE</b>	<b>COMMENTS</b>
<p><b>PHASE 5</b> <b>Design Development</b></p> <ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> Develop "mini / cartoon" set</li> <li><input checked="" type="checkbox"/> Floor plans with major dimensions</li> <li><input checked="" type="checkbox"/> Alternative floor plan conditions per schematics</li> <li><input checked="" type="checkbox"/> Parking plan / dimensioned</li> <li><input checked="" type="checkbox"/> Typical building composites (all levels)</li> <li><input checked="" type="checkbox"/> Building sections</li> <li><input checked="" type="checkbox"/> Exterior elevations (All major elevations)</li> <li><input checked="" type="checkbox"/> Roof plans</li> <li><input checked="" type="checkbox"/> Preliminary framing plans (all levels)</li> <li><input checked="" type="checkbox"/> Preliminary HVAC duct layout</li> <li><input checked="" type="checkbox"/> Preliminary electrical layout</li> <li><input checked="" type="checkbox"/> Preliminary site lighting plan</li> <li><input type="checkbox"/> Hardscape layout</li> <li><input checked="" type="checkbox"/> Preliminary / major details</li> <li><input checked="" type="checkbox"/> Outline specifications</li> <li><input type="checkbox"/> Color / material board for exteriors</li> <li><input type="checkbox"/> Select interior finishes</li> <li><input type="checkbox"/> Preliminary grading plan</li> <li><input checked="" type="checkbox"/> Exterior color selections</li> <li><input type="checkbox"/> Rendered / colored exhibits (specify items)</li> <li><input type="checkbox"/> Refined landscape concept</li> <li><input type="checkbox"/> Cost estimate</li> <li><input checked="" type="checkbox"/> Other studies (i.e., acoustical)(specify)</li> <li><input type="checkbox"/> Coordinate photography of colored/rendered exhibits</li> <li><input checked="" type="checkbox"/> Miscellaneous structures <ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> Community building</li> <li><input checked="" type="checkbox"/> Leasing office</li> <li><input checked="" type="checkbox"/> Laundry building(s)</li> <li><input checked="" type="checkbox"/> Trash enclosures</li> <li><input checked="" type="checkbox"/> Gate structures (vehicular &amp;/or pedestrian)</li> <li><input checked="" type="checkbox"/> Trellis structures</li> <li><input checked="" type="checkbox"/> Mail box structures</li> <li><input type="checkbox"/> Pool equipment enclosure</li> <li><input type="checkbox"/> Detached carport/garages</li> </ul> </li> <li><input type="checkbox"/></li> <li><input checked="" type="checkbox"/> Site visits No. of <u>as necessary</u></li> <li><input checked="" type="checkbox"/> Meetings No. of <u>4</u> <ul style="list-style-type: none"> <li><u>4</u> Client <u>as required</u> Agency</li> <li><u>4</u> @ Client</li> <li>_____ @ Architect</li> <li>_____ @ Other</li> </ul> </li> <li><input checked="" type="checkbox"/> Coordinate with civil engineer for: <ul style="list-style-type: none"> <li>Site drainage</li> <li>Garage drainage</li> <li>Slab drainage</li> <li>Pool Deck drainage</li> </ul> </li> <li><input checked="" type="checkbox"/> Coordinate with landscape architect for: <ul style="list-style-type: none"> <li>Landscape drainage</li> <li>Planting locations</li> <li>Vehicular gates</li> </ul> </li> <li><input checked="" type="checkbox"/> Coordinate with utility consultant</li> <li><input checked="" type="checkbox"/> Coordinate with soils engineer</li> <li><input checked="" type="checkbox"/> Provide base CADD drawings to Owner (specify)</li> <li><input checked="" type="checkbox"/> Provide base CADD drawings to Interior Designer (as req'd)</li> </ul>	<p>DD plans shall be presented to Owner for review and comments two times and architect shall revise plans accordingly.</p> <p>The mini / cartoon set is to ensure that the sheet organization is appropriate and that drawings have been efficiently laid out minimizing paper useage.</p> <p>Enlarged plans for common areas as necessary.</p> <p>Review and incorporate Client's/GC's Value Engineering issues for potential incorporation into the documents. Any VE items approved after 50% CD's shall be an additional service.</p> <p>Owner will provide security/access control drawings which illustrate locations for cameras, proximity/card readers, keypads and specifications for incorporation into the electrical plans. Electrical drawings shall show locations and power, as required, to these items.</p> <p>Specifications shall include Owner provided "outline" specs.</p> <p>Provide enlarged plans for common areas as necessary.</p> <p>Consultant shall meet with the engineering team as necessary</p> <p>Coordinate preliminary T-24, acoustical study (if required) and Fire Alarm system design. Coordinate with Energy Consultant.</p> <p>Base drawings provided to Landscape Architect should have all extraneous info removed (all data within the building(s) exterior walls.</p> <p>Base CADD drawings (with extraneous info. removed) to be provided to Owner shall include: site plan, floor plans, all building composites, and exterior elevations at 50% DD.</p>

Client: \_\_\_\_\_

Consultant: \_\_\_\_\_



<b>Provided Services</b> <input checked="" type="checkbox"/> <b>CONTRACT PHASE / SERVICE</b>	<b>COMMENTS</b>
<p><b>Engineering Documents</b></p> <ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> Slab plan</li> <li><input checked="" type="checkbox"/> Foundation plans <ul style="list-style-type: none"> <li>• Showing all bldg. Breaks</li> <li>• Showing locations of structural inserts</li> <li>• Coordinated w/civil plan</li> </ul> </li> <li><input checked="" type="checkbox"/> Garage plans</li> <li><input checked="" type="checkbox"/> Floor framing plans / building</li> <li><input checked="" type="checkbox"/> Roof framing plans / building</li> <li><input checked="" type="checkbox"/> Structural details</li> <li><input checked="" type="checkbox"/> Structural calculations and specifications</li> <li><input checked="" type="checkbox"/> Mechanical design / engineering / specifications</li> <li><input checked="" type="checkbox"/> Electrical design / engineering / specifications</li> <li><input checked="" type="checkbox"/> Plumbing design / engineering / specifications</li> <li><input type="checkbox"/> Civil design / engineering</li> <li><input type="checkbox"/> Acoustical design / engineering</li> <li><input checked="" type="checkbox"/> T-24 calculations</li> </ul> <p><b>Supplemental Documents</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Interior design</li> <li><input type="checkbox"/> Graphic design</li> <li><input type="checkbox"/> Signage design</li> <li><input type="checkbox"/></li> <li><input type="checkbox"/> Site visits</li> <li><input type="checkbox"/> Meetings</li> </ul>	<p>The foundation and slab plan(s) shall be FULLY DIMENSIONED or the architect will provide a FULLY DIMENSIONED separate plan(s). This plan shall show ALL foundations which are attached to the buildings, steps, patio walls or posts, etc.</p> <p>All structural plans shall be in composite format All SMEP work shall include ALL structures, including, but not limited to: vehicular gates, trellage, trash enclosures and mailbox structures, parking post lights, etc.</p> <p>Electrical design includes all site lighting and site structures and incorporation of Owner's security concept.</p> <p>T-24 design process shall provide an opportunity for the Owner to evaluate alternatives / options. Project will be designed to accommodate: +17.5% above T-24 baseline, Green Point Rated Checklist with, at least, 100 points and the CBC/Cal Green requirements.</p>
<p><b>PHASE 7</b></p> <p><b>Bidding / Negotiation</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Prepare format bid package</li> <li><input checked="" type="checkbox"/> Bid clarifications</li> <li><input checked="" type="checkbox"/> Addenda</li> <li><input type="checkbox"/> Analysis of alternatives / substitutions</li> <li><input type="checkbox"/> Bid evaluation</li> <li><input checked="" type="checkbox"/> Pre-construction meeting</li> <li><input type="checkbox"/></li> <li><input type="checkbox"/></li> </ul>	<p>THIS PHASE SHALL BE BILLED AS A T&amp;M SERVICE PROVIDE A FEE ESTIMATE</p>
<p><b>PHASE 8</b></p> <p><b>Construction Contract Observation</b></p> <ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> Observation services (specify frequency or stages) <ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> Foundation</li> <li><input checked="" type="checkbox"/> Rough framing</li> <li><input checked="" type="checkbox"/> Sheetrock / wrap</li> <li><input checked="" type="checkbox"/> Exterior envelope</li> <li><input checked="" type="checkbox"/> Painting</li> <li><input checked="" type="checkbox"/> Finish</li> <li><input type="checkbox"/></li> <li><input type="checkbox"/></li> </ul> </li> <li><input checked="" type="checkbox"/> Shop drawing review</li> <li><input checked="" type="checkbox"/> RFI process</li> <li><input type="checkbox"/> Change orders</li> <li><input checked="" type="checkbox"/> Interpretations and decisions</li> <li><input type="checkbox"/> Certifications of payments</li> <li><input checked="" type="checkbox"/> Project closeout</li> <li><input type="checkbox"/></li> <li><input type="checkbox"/></li> <li><input checked="" type="checkbox"/> Meetings</li> </ul>	<p>THIS PHASE SHALL BE BILLED AS A T&amp;M SERVICE PROVIDE A ESTIMATE</p> <p>Site observation visits shall include site visit memoranda (Assume two site visits per month) and a ten (11) month schedule.</p> <p>NOTE: During the construction process any work incurred to respond to interpretations/RFI's that have resulted from incomplete, inaccurate or poorly coordinated construction documents shall not be invoiced to the Owner.</p>

Client: \_\_\_\_\_

Consultant: \_\_\_\_\_

## CONSULTANT CONTRACT

**CONSULTANT: INSERT CONSULTANT**

**CODE: Insert Cost Code**

**PROJECT: INSERT PROJECT NAME**

**CONTRACT AMOUNT: \$ Insert Contract Amount**

THIS CONSULTANT CONTRACT ("**Contract**") is entered into this the **Insert Date** by and between **Insert Name of Related Entity**, a \_\_\_\_\_ ("**Client**"), and **Insert Name of Consultant**, a \_\_\_\_\_ ("**Consultant**"). The Client and Consultant are sometimes hereinafter referred to singularly as the "Party" or collectively as the "Parties."

### RECITALS

- A. The Client is involved with the development of that certain residential project located in the City of **San Francisco**, and commonly referred to as **Sunnydale – Parcel Q** ("**Project**"). **This Contract contains special conditions that reflect the requirements of the Housing Authority of the City and County of San Francisco ("SFHA") that may apply to Consultant's Services.**
- B. In connection with development of the Project as a residential development, the Client and Consultant intend to enter into this Contract whereby Consultant will perform the Services (defined below) more particularly described on Exhibit "A" attached hereto, which Services represent the Consultant's area of expertise, in exchange for compensation, as set forth in Exhibit "B" attached hereto, in accordance with the Project schedule as identified in Exhibit "C" attached hereto, as may be revised pursuant to the terms herein.

NOW, THEREFORE, the Parties hereto, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree to the following:

#### 1.0 SCOPE OF SERVICES

1.1 Services. The Consultant shall cause to be completed the Services described in Exhibit "A" attached hereto, including all labor, materials and other items required to complete such services ("**Services**") for the compensation referenced herein. Consultant's Management Scope is set forth in the matrix attached hereto as Exhibit "A-1", made a part hereof. Notwithstanding the Services described on Exhibit "A," Consultant agrees to provide Services which include, to the extent applicable, revisions to all plans and specifications necessary to receive final plan check approval from the responsible city, county or independent third party consultant hired by the responsible governmental authority. In connection with obtaining final plan check approval, Consultant's Services shall include attendance at all meetings with the applicable city, county staff, or independent third party consultant which are deemed necessary by Client to obtain approval. Consultant agrees to perform such Services within a set time frame as an independent contractor, and is not an employee, partner, agent, or principal of Client.

1.2 Minor Modifications in Services. The Consultant may be ordered by the Client, without invalidating this Contract, to make changes in the Services. The Consultant, prior to the commencement of such changed or revised Services, shall promptly submit to the Client, written copies of the claim for adjustment to the compensation amount set forth on Exhibit "B" and time of completion (e.g., modification to the Project Schedule in Exhibit "C") for such revised Services. Such claim for adjustment shall be in a manner consistent with the requirements of this Contract. Any change in Services from those described in Exhibit "A" shall be considered additional services and are subject to additional compensation to the Consultant if such revisions in the Services are required due to: (1) the need for such additional services to accommodate services inconsistent with approvals or instructions previously given by the Client, including revisions made necessary by adjustment in the Client's Project or Project budget, (2) the enactment, or revision of codes, zoning or building ordinances, laws or regulations subsequent to the preparation of documents referenced in Exhibit "A" or performance of Services described therein, and (3) the need to provide services not

otherwise included in this Contract, or services requested by Client beyond the scope of the Services described herein and listed on Exhibit "A," including, but not limited to, additional Client meetings, consultant review and coordination, and document revisions.

The Consultant agrees that no claim for additional or revised Services shall be valid unless the Consultant obtains written approval from the Client regarding such additional or revised Services. Absolutely no invoices for services outside the scope of Services set forth on Exhibit "A" will be paid unless such written approval has been obtained.

1.2.1 Cost Adjustment. The cost or credit to the Client resulting from changes affecting the Services under this Contract shall be determined in one or more of the following ways:

- A. By mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluations by the Client;
- B. By hourly prices stated in this Contract (e.g., Exhibit "B") or subsequently agreed upon by the Parties; or
- C. By cost determined in a manner agreed upon by the Parties in a mutually acceptable fixed or percentage fee.

1.3 Correction of Services. The Consultant shall promptly correct all Services identified by the Client as failing to conform to the Contract. The Consultant shall bear all costs of correcting such rejected Services.

1.3.1 Failure to Correct. If Consultant does not proceed with correction of such nonconforming Services within a reasonable time as fixed by written notice from the Client, the Client may terminate this Contract.

1.4.1 Compliance. The Consultant agrees that it shall perform the Services required by this Contract pursuant to, and that its drawings, specifications, reports and other work product shall conform to, all applicable federal, state and local laws, statutes, regulations, rules and ordinances now in force or hereinafter in effect ("Laws"), including but not limited to the Americans with Disabilities Act, 42 U.S.C. 12181 et seq., the Fair Housing Act of 1968, 42 U.S.C. 3601 et seq., and their implementing regulations, and with all social security acts, unemployment compensation acts, and worker's compensation acts insofar as applicable to the performance of this Contract. **Without limiting the foregoing requirements, and pursuant to the conditions imposed by SFHA, Consultant shall comply with Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u), as amended, and its accompanying regulations in 24 CFR 135 ("Section 3"). Additional requirements and information regarding compliance with Section 3 are set forth on Exhibit "H" and are made a part hereof. In addition, if this Contract pertains to architectural, engineering or professional services in excess of \$50,000, the requirements of CMD Attachment 2 published by the City and County of San Francisco Contract Monitoring Division may apply. At copy of CMD Attachment 2 is attached to this Contract as Exhibit "I", and made a part hereof.**

1.4.2 Failure to Comply. If the Consultant performs any Services contrary to applicable laws, statutes, ordinances, rules, regulations, or professional standards of Consultant's profession, Consultant shall assume full responsibility therefor and shall bear all costs attributable thereto.

1.5 Instruments of Service. Any drawings, specifications, work product and other instruments of the professional Services prepared by and on behalf of Consultant pursuant to this Contract (the "Instruments of Service") shall, upon the payment of the related fees, be assigned to Client as the sole and exclusive property of Client and Client's assigns, nominees, and successors. If Client should use or allow the use of the Instruments of Service without Consultant's participation for other projects, then Client shall assume all risks attendant in such use and waive any related liability against Consultant, and shall, to the fullest extent allowed by law, release Consultant from and against any and all claims, liability, costs and/or loss related to such use. The foregoing notwithstanding, Consultant may at all times retain possession of any and all Instruments of Service fixed in any electronic medium, and copies of said Instruments of Service provided to Client. Client shall have the right to use the Instruments of Service, subject to the release of Consultant set forth above, notwithstanding the existence of a payment dispute between Client and Consultant.



## 2.0 COMPENSATION

2.1 Amount. Subject to the provisions herein regarding changed or revised Services, the Client shall pay the Consultant, for the performance of the Contract, the compensation amount more particularly specified in Exhibit "B" attached hereto.

2.2 Payment. Payment received by the Consultant shall be used to satisfy the indebtedness owed by the Consultant to any persons performing the Consultant's Services in this Project before it is used in any other manner.

2.2.1 Non-Acceptance. Payment to the Consultant does not constitute or imply acceptance of any portion of Consultant's Services.

2.2.2 Timing. The Consultant shall invoice the Client on a monthly basis in proportion to Services completed and expenses accumulated. Each invoice or request for payment by the Consultant shall be submitted in the form attached hereto as Exhibit "D", and shall indicate the percentage of completion of each portion of the Consultant's Services as of the end of the period covered by the invoice or request for payment, and in addition, Consultant shall render its invoices to Client in electronic form, and send to the following email address: [RCAIrvineAP@related.com](mailto:RCAIrvineAP@related.com). As long as Consultant is not in default under this Contract (e.g., failure to provide proof of insurance, non-performance of the Services, failure to comply with the Project Schedule or with other provisions of this Contract), invoices are payable within thirty (30) days of receipt and approval by the Client. Unpaid invoices submitted to the Client from the Consultant which are over sixty (60) days old are subject to a service charge of one percent (1%) per month.

2.3 Waivers. As a prerequisite for payment and if applicable, the Consultant shall provide, in form satisfactory to the Client, partial lien or claim waivers and affidavits from Consultant and Consultant's suppliers or subcontractors for the completed Consultant's Services. Such waivers may be made conditional upon payment.

2.4 Final Payment. Before the Client is required to pay Consultant's request for final payment, Consultant shall submit to the Client the following:

2.4.1 Affidavit. An affidavit that all payables, bills, materials, and equipment, and other indebtedness connected with the Consultant's Services for which the Project or the Client might in any way be liable, have been completely paid or otherwise fully satisfied;

2.4.2 Certification. Certification that insurance required by the Contract remains in effect beyond final payment and will not be canceled or allowed to expire without at least thirty (30) days written notice to the Client; and

2.4.3 Other Data. Other data if required by the Client, such as receipts, releases, waivers or liens to the extent and in such form as may be designated by the Client.

2.5 Retainer. Consultant shall not require a retainer fee be paid as a precondition to the commencement of services rendered under this contract.

2.6 Maintenance of Records. Consultant agrees that, as a material consideration for Client entering into this Contract, Consultant shall maintain adequate accounting and financial records related to Consultant's Compensation and the Reimbursable Expenses with respect to Consultant's providing the Services, and shall retain those financial records for a period of at least five (5) years from the date of completion of the Services or other termination of this Contract, and to maintain adequate records relating to Consultant's performance of the Services, including copies of all Instruments of Service, and shall retain those professional service records until the later of the expiration of the longest period of limitations for latent construction defects affecting the Project in any manner or one (1) year after the entry of any final, non-appealable judgment of a court of competent jurisdiction, including appellate level courts, with respect to the

latest concluded litigation relating to latent construction defects affecting the Project. Client may audit any and all such records of Consultant and its subcontractors after reasonable written notice.

### 3.0 CLIENT OBLIGATIONS

3.1 Binding Effect. This Contract is binding on the Client.

3.2 Construction Schedule. If necessary, as soon as practical after execution of this Contract, the Client shall provide the Consultant copies of Client's construction schedule (i.e., an addendum to Exhibit "C"), together with such additional scheduling details as will enable the Consultant to plan and perform the Consultant's Services.

3.3 Communication. The Client shall promptly make available to the Consultant information which affects the Consultant and which becomes available to the Client subsequent to execution of this Contract. The Client shall not give instructions or orders directly to employees of the Consultant, except to persons designated as authorized representatives of the Consultant.

### 4.0 CONSULTANT OBLIGATIONS/REPRESENTATIONS

4.1 Binding Effect. This Contract is binding on Consultant and Consultant agrees to perform the Services set forth in Exhibit "A" for the amount set forth in Exhibit "B" attached hereto.

4.2 Scope. The Consultant shall furnish all the labor, materials and services as are necessary for the proper performance of the Consultant's Services in strict accordance with and reasonably inferable from this Contract, and shall complete such Services in accordance with the time frame set forth in Exhibit "C" attached hereto.

4.3 Qualifications/Representations. Consultant represents to Client that (a) Consultant has the requisite qualifications and skills necessary to perform the Services in a competent and professional manner in accordance with applicable industry standards of Consultant's profession, (b) Consultant currently owns and holds, and at all times during the term of this Contract will own and hold, all licenses required by applicable law with respect to the performance of all or any of the Services, (c) all Services will be performed with reasonable care, skill and diligence in accordance with generally and currently accepted design professional principles and practices, and (d) all Services shall conform to and comply with all applicable federal, state and local codes. Consultant's failure to perform the Services in such a manner shall be deemed a material breach of this Contract.

4.4 Assignment of Contract. The Consultant expressly acknowledges that the Client has entered into this Contract based upon and in reliance on the particular reputation and expertise of the Consultant. The Consultant shall not assign the whole or any part of the Consultant's Services, or enter into any subconsultant agreements with respect to all or any part of the Consultant's Services, in either case without prior written approval of the Client. The Client may withhold approval of such assignment in Client's sole and absolute discretion. Notwithstanding any approval by the Client of an assignment or sub-consultant agreement, the Consultant shall remain fully liable and responsible for the performance of any Consultant's Services in accordance with this Contract performed by an assignee or subconsultant.

Notwithstanding anything to the contrary in this Contract, the Client may assign its rights and obligations under this Contract to any entity in which the Client or any of its affiliates is a member, manager, shareholder or partner, and to Client's lender(s), investor(s) and equity partner(s) (collectively, the "**Permitted Assignees**"). From and after any such assignment by Client, Client's assignee shall be deemed to be the Client hereunder for all purposes, entitled to all of the rights and benefits of the Client hereunder.

4.5 Project Financing. Consultant hereby acknowledges that Client intends to finance the development of the Project by obtaining an equity investment from one or more investors and loans from one or more lenders. As a condition precedent to making such investments and/or loans, such investors and lenders may require that Consultant execute and deliver (a) reliance letters, permitting such investors and/or lenders to rely on work product produced by the Consultant hereunder (the "**Reliance Letters**"), and (b) consents to

collateral assignments of this Contract by Client as security for such investment and/or loans (the "**Consents to Assignment**"). Consultant hereby agrees promptly to execute and deliver any and all such Reliance Letters and/or Consents to Assignment upon request of Client. Consultant shall not be entitled to any further compensation in connection with the execution and delivery of any such Reliance Letters and/or Consents to Assignment.

## 5.0 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

5.1 Commencement. The Consultant's date of commencement shall be the date of this Contract, as first above written.

5.2 Completion. The Services of the Contract shall be completed not later than the date set forth in Exhibit "C". Time is of the essence for performance of the Services, and Consultant agrees to the performance of its Services in accordance with the Project schedule set forth in Exhibit "C".

5.3 Delays. If the Consultant does not commence the Services in accordance with the Project schedule, or if at any time the Services are not performed in accordance with such schedule, the Consultant agrees, upon two (2) days written notice from the Client, to provide the necessary personnel to complete the designs and to provide such services as necessary so as to expedite the Services. Consultant shall work overtime, at the direction of the Client, without additional costs to the Client, if such overtime work is necessary to cure delinquency in maintaining the Project schedule and such delinquency is due to delays by Consultant.

5.4 Schedule of Work. The Consultant shall be bound by the Project schedule. The Consultant shall provide the Client with any requested scheduling information for the Consultant's work. The Project schedule and all subsequent changes thereto shall be submitted to the Consultant in advance of the required performance. Revisions thereto may occur, in which event, the revised schedule shall be telecopied to Consultant's office as necessary, and, to the extent the revised schedule decreases Consultant's time for performance hereunder, shall be subject to Consultant's consent, which consent shall not be unreasonably withheld.

5.5 Waiver. The Consultant knowingly waives all claims for consequential and indirect costs and damages related to delays or loss or productivity caused by client or any one for whom Client is responsible. The waiver includes loss of profits, loss of reputation, finance costs and all related loss or damages.

## 6.0 INSURANCE AND BONDS

6.1 Types and Coverages. Prior to start of the Consultant's Services, the Consultant shall procure and maintain in force during the performance of such work, insurance coverage as set forth on Exhibit "E" attached hereto. Coverages shall be maintained without interruption from date of commencement of the Consultant's Services until the date of final payment (unless a longer period following final payment is required by the terms of Exhibit "E"), and Consultant shall not terminate any coverage required to be maintained after final payment, unless otherwise approved in writing by Client.

6.1.1 Failure to Issue. In the event the Consultant fails to obtain or maintain any insurance coverage required under this Contract, the Client may purchase such coverage and charge the expense thereof to the Consultant, terminate this Contract, or waive such condition.

6.2 Proof. Certificates of insurance acceptable to the Client shall be filed with the Client prior to commencement of the Consultant's Services and execution of this Contract, and upon request of Client, Consultant shall promptly deliver Declaration Pages to Client that reflect the insurance required under this Contract. The approved Certificates of Insurance are attached hereto as Exhibit "G".

## 7.0 INDEMNIFICATION

7.1 Indemnification – General Liability. Consultant shall indemnify, protect, defend and save harmless the Client and its employees, Client’s contract agents assigned to the Project, Client’s partners, managers and members, and their respective officers, directors and employees, successors and assigns (collectively, the “**Indemnitees**”) from and against any claims, damages, losses, liabilities, costs, actions, causes of action, suits, penalties, fines and expenses, including but not limited to attorneys’ and expert fees, and claims for injury to or death of a person, and for loss of or damage to property, including employees and property of Consultant or of an Indemnitee (“**Claims**”), resulting directly or indirectly from Consultant’s and/or its subcontractors’ negligent performance of this Contract, including, but not limited to, Consultant’s and its subcontractors’ use of equipment provided by Client or others, whether or not an Indemnitee was or is claimed to be passively, concurrently or actively negligent, and regardless of whether liability without fault is imposed or sought to be imposed on one or more of the Indemnitees, except to the extent that such indemnification is void or otherwise unenforceable under applicable law in effect on or validly retroactive to the date of this Contract and except where such loss, damage, injury, liability or claim is the result of the sole negligence or willful misconduct of any Indemnitee and is not contributed to by any act of, or by any omission to perform some duty imposed by law or contract on, Consultant, its subcontractors or either’s agent or employee.

7.1.1 Coverage. In claims against any person or entity indemnified under this Contract by employees of the Consultant, the Consultant’s subcontractors, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification shall not be limited by a limitation on the amount or type of damages, compensation or benefits payable by or for the Consultant or for the Consultant’s sub-subcontractors or other workers or workmen’s compensation acts, disability benefit acts or other employee benefit acts.

7.2 Indemnification – Professional Liability. In addition to the indemnity provided in Section 7.1 above intended to cover third party general liability claims under Consultant’s commercial general liability policy, with respect to claims and liabilities relating to Consultant’s professional errors and omissions, Consultant agrees, to the fullest extent permitted by law, to indemnify and hold the Indemnitees harmless against Claims that are caused by the negligent acts, errors or omissions of Consultant in the performance of professional services under this Contract, but only to the extent Consultant is responsible for such Claims on a comparative basis of fault between Consultant and Client after adjudication in a court of competent jurisdiction, or following mediation or arbitration or disposition of the matter through mutual settlement that allocates the relative fault of the parties to the action. Consultant’s duty to indemnify under this Section 7.2 shall not extend to claims caused by Client’s own negligence or for the negligence of others, excepting subcontractors or subconsultants retained by Consultant.

7.3 Required Insurance. The insurance provisions and required coverages set forth in Exhibit “E” hereto shall in no way limit the Consultant’s obligations of indemnity stated in this Contract.

## 8.0 TERMINATION BY THE CLIENT

8.1 Termination For Cause. If the Consultant fails or neglects to carry out the Services in accordance with the Contract or otherwise to perform in accordance with this Contract and fails within two (2) days after receipt of written or oral notice to commence and continue correction of such default or neglect with diligence and promptness, the Client may, after seven (7) days following receipt by the Consultant of a written notice, and without prejudice to any other remedy the Client may have, terminate the Contract and finish the Consultant’s Services by whatever method the Client may deem expedient. If the unpaid balance of the compensation owed under this Contract exceeds the expense of finishing the Consultant’s Services, such excess shall be paid to the Consultant, but if such expense exceeds such unpaid balance, the Consultant shall pay the difference to the Client. Within ten (10) days of termination by Client pursuant to this Section, Consultant shall deliver complete copies of the Instruments of Service prepared to date to Client.

8.2 Termination For Convenience. This Contract may be terminated by the Client at any time for any reason or for no reason upon ten (10) calendar days’ prior written notice to the Consultant. Upon the termination of this Contract by the Client under this Section 8.2, the Client shall pay to the Consultant as payment in full for all labor, work, and services performed hereunder, all materials supplied and expenses incurred by the Consultant, the following amount: (a) the unpaid prorated compensation set forth in this Contract for all Services actually performed by the Consultant under this Contract up to the effective date of

termination, plus (b) the amount of all reimbursable expenses (i.e., expenses for which the Client has expressly agreed to reimburse the Consultant in this Contract) incurred by the Consultant up to the effective date of termination for which the Client has not previously reimbursed the Consultant. Concurrent with the Consultant's receipt of payment, the Consultant shall sign and deliver to the Client a full lien release, along with true, correct and complete copies of all Consultant's work product associated with the Services. As used herein, "effective date of termination" means that date which is ten (10) calendar days following Consultant's receipt of the notice of termination, or such later date as may be set forth in the notice of termination.

## 9.0 ARBITRATION

9.1 Procedures. Any controversy or claim between the Client and the Consultant arising out of or related to this Contract, or the breach thereof, shall be settled by arbitration, conducted in accordance with the Rules of JAMS, Inc. currently in effect. The arbitrator shall follow and apply the substantive and procedural law of the state of California.

9.2 Awards. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable laws in any court having jurisdiction thereof.

9.3 Remedies. This paragraph shall not be deemed a limitation of rights or remedies which the Client or Consultant may have under federal law, under state mechanics' liens, or under applicable labor or material payment bonds unless such rights or remedies are expressly waived.

9.4 Attorneys' Fees. In the event the Client or Consultant shall, in accordance with the provisions of this Contract, commence arbitration, mediation, or other legal proceedings to resolve any controversy, claim or dispute regarding the provisions set forth in this Contract, the prevailing party shall be entitled to recover from the losing party its costs of suit, including reasonable attorneys' fees.

## 10.0 MISCELLANEOUS PROVISIONS

10.1 Waiver. The failure to enforce any of the provisions set forth in this Contract shall not constitute a waiver of the right to enforce the same thereafter.

10.2 Construction. The paragraph headings have been inserted for convenience only, and shall not be considered or referred to in resolving questions of interpretation or construction. Whenever the context hereof may so require, the singular shall include the plural, and the masculine shall include the feminine and neuter.

10.3 Governing Law. The provisions of this Contract shall be governed by the laws of the State of California, and any legal proceedings shall be conducted in the County of **[insert Orange or San Francisco]**.

10.4 Severability. If any provision of this Contract shall be held invalid or unenforceable, the remaining provisions of this Contract shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.

10.5 Amendment. Any amendment to this Contract shall not be effective unless approved in writing by the Client and Consultant.

10.6 Notices. Any notice to be given or other document to be delivered by Consultant or Client may be delivered in person or may be deposited in the United States mail, as registered or certified mail, return receipt requested, with postage prepaid or by telecopy or overnight courier, in each case addressed as set forth below each party's signature to this Contract. Client and/or Consultant may, from time to time, by written notice to the other, designate a different address. If any notice or other document is sent by

registered or certified mail, as aforesaid, the same shall be deemed served or delivered forty-eight (48) hours after mailing thereof.

10.7 Authorization. The individuals executing this Contract warrant that they have read and understand the provisions of this contract and that they are authorized to bind the parties hereto for which they sign.

10.8 Time. Time is of the essence of this Contract.

10.9 Confidentiality. Consultant acknowledges and understands that all information relating in any way to Client or its business or affairs, whether written or oral, obtained by Consultant in connection with the Services and any information regarding the nature and extent of the Services ("**Confidential Information**"), shall, unless otherwise specified by Client in writing, be deemed confidential. Consultant further acknowledges and understands that Consultant's unauthorized disclosure of any Confidential Information would be extremely prejudicial to Client. Therefore, Consultant shall not disclose to any person or entity any Confidential Information unless such disclosure is authorized in writing by Client. If Consultant discloses or threatens to disclose Confidential Information in violation of its obligations under this Section, Client shall be entitled to temporary or permanent injunctive relief prohibiting the disclosure of such Confidential Information. Consultant may share Confidential Information with sub-consultants who are similarly bound by this confidentiality provision. If Consultant is served with any subpoena or other legal process seeking the compelled disclosure of Client's Confidential Information, Consultant shall notify Client within twenty four (24) hours after Consultant's receipt of such legal process. Client may, in its sole and absolute discretion and at Client's sole expense, contest the disclosure of such Confidential Information sought under such legal process. Only after a final order of a court of competent jurisdiction requiring the disclosure of such Confidential Information may Consultant disclose such Confidential Information as required by law. This prohibition of disclosure of Confidential Information shall survive the termination of this Contract. Consultant hereby agrees to indemnify, defend and hold Client and its affiliates, partners, employees and agents harmless from any and all loss, damage or liability which results from or arises in connection with Consultant's breach of its obligations under this Section. Upon termination of this Contract, upon request of the Client, the Consultant shall promptly return to the Client's possession all copies of any writings, drawings or other confidential information which are then in the possession or control of the Consultant. The Consultant further agrees that, upon the request of the Client at any time under this Contract, the Consultant shall promptly return to the Client all such copies of writings, drawings or other confidential information which are then in the possession or control of the Consultant.

10.10 Entire Contract. This Contract (including any change order or amendment executed by the Parties) constitutes the entire agreement between the Parties and shall supersede all other oral or written agreements between the Parties pertaining to the subject matter of this Contract. This Contract may only be modified or amended by a written instrument executed by both Parties.

10.11 Exhibits. The following exhibits are hereby incorporated:

Exhibit "A":	SCOPE OF SERVICES
Exhibit "B":	PAYMENT SCHEDULE
Exhibit "C":	PROJECT SCHEDULE
Exhibit "D":	FORM OF INVOICE
Exhibit "E":	INSURANCE REQUIREMENTS
Exhibit "F":	TAXPAYER ID REQUEST (FORM W-9)
Exhibit "G":	INSURANCE CERTIFICATE
Exhibit "H":	SECTION 3 REQUIREMENTS
Exhibit "I":	CMD ATTACHMENT 2

{Contract continues on following page}

IN WITNESS WHEREOF, Client and Consultant have executed this Contract effective as of the day and year first above written.

**"Client"**

**"Consultant"**

Insert Name of Related Entity and Sig Block,  
a \_\_\_\_\_,

Insert Name of Consultant Entity  
a \_\_\_\_\_,

\_\_\_\_\_  
Client's Signature

\_\_\_\_\_  
Consultant's Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

Address: 18201 Von Karman Ave.  
Suite 900  
Irvine, CA 92612

Address: Insert Consultant Address  
Suite #  
City, ST, ZIP

EXHIBIT "A"

SCOPE OF SERVICES

**REFER TO ATTACHED PROJECT SCOPE**



EXHIBIT "A-1"

CONSULTANT MANAGEMENT SCOPE

DATE: \_\_\_\_\_

PROJECT: \_\_\_\_\_

**REFER TO FOLLOWING PAGE**

CONSULTANT	SCOPE	ARCH	OWNER	CONTRC VENDOR	OTHER CONSULTAN T	REMARKS:
STRUCTURAL	BUILDING STRUCTURAL DESIGN					
MECHANICAL	MECHANICAL DESIGN					
PLUMBING	TITLE 24 ENERGY CALCULATION					
ELECTRICAL	PLUMBING DESIGN					
SOILS REPORT	BUILDING ELECTRICAL SITE ELECTRICAL					
CIVIL	SOILS REPORTS					
LANDSCAPE	GRADING, STAKING, SITE PIPED UTILITIES, ROADS, PAVING SITE WALL DESIGN					
UTILITY COORDINATOR	PLANTING, IRRIGATION, SITE HARDSCAPE, POOL LAYOUT, FENCING					
TRUSS MANUF.	COORDINATES WITH PUBLIC AND PRIVATE UTILITIES					
SIGNAGE	TRUSS DESIGN, CALCULATIONS					
ACOUSTICAL	DIRECTIONAL, GROUND, BLDG.					
COST ESTIMATOR	SOUND STUDIES, DETAILING, DOCUMENTATION					
VALUE ENGINEER	COST ESTIMATING					
FIRE SPRINKLER	DESIGN REVIEW AND CONSTRUCTION COST ANALYSIS					
TELECOMMUNICATIONS	DESIGN, SPECIFICATION, PERMIT					
ENVIRON. ENGINEER	PHONES, COMPUTERS, FIBER OPTICS					
INTERIOR DESIGN	ASBESTOS, LEAD PAINT, EIR EIS, REPORTS					
ILLUSTRATOR	INTERIOR DESIGN					
MODEL BUILDER	ARTWORK					
SECURITY	SCALE ARCHITECTURAL MODELS					
EXTERIOR COLOR CONSULTANT	SECURITY SYSTEMS, GATES, CAMERAS					
P.C. EXPEDITOR	DESIGN OF EXTERIOR COLORS					
LEED CONSULTANT	PLAN CHECK SUBMITTALS AND EXPEDITING					
	Energy savings and usage reductions					

**( R )**      **RETAINED BY:**  
Contractual Control  
and Payments

**( M )**      **MANAGED BY:**  
Performance Control  
and Payments

**( C )** **COORDINATED BY:**  
Effort Control  
(No Responsibility)





EXHIBIT "C"

PROJECT SCHEDULE

**REFER TO ATTACHED SCHEDULE**



EXHIBIT "E"

INSURANCE REQUIREMENTS  
(Professional Services)

Consultant shall procure, pay for and maintain in effect the following types and amounts of coverage with insurance companies duly licensed and admitted to do business in the State of California with a Best Rating as set forth in Section II below. Coverage shall be maintained for the duration of the Project until completion or longer, as specified in this Exhibit "E" below.

**Section I. Minimum Scope and Limit of Insurance.**

Coverage shall be at least as broad as:

A. Workers' Compensation and Employers Liability Insurance:

The Workers' Compensation policy coverage shall include the following coverage:

Coverage A	Statutory
Coverage B	Employers Liability
Bodily Injury by Accident	\$1,000,000 Each Accident
Bodily Injury by Disease	\$1,000,000 Policy Limit
Bodily Injury by Disease	\$1,000,000 each Employee

Coverage must include:

1. Coverage for the State of California.
2. Voluntary compensation insurance covering all employees not subject to the applicable Workers' Compensation Act or Acts.
3. A waiver of subrogation endorsement in favor of and naming Client and Indemnitees, and their respective members, partners, officers, directors and employees.

B. Commercial General Liability Insurance:

Insurance Services Office Form CG 00 01 covering commercial general liability on an "occurrence" basis, including products and completed operations coverage, property damage, bodily injury, and personal and advertising injury, with limits no less than those set forth below. Completed Operations shall be maintained for a period equal to five (5) years following completion of the Project. The policy is to be endorsed to provide aggregate limits "per project".

Each Occurrence	\$1,000,000
Personal & Advertising Injury	\$1,000,000
Products and Completed Operations Aggregate	\$2,000,000
General Aggregate	\$2,000,000

## EXHIBIT "E"

### INSURANCE REQUIREMENTS

(Professional Services)

The policy must include:

1. Products and Completed Operations coverage shall apply to bodily injury and property damage arising out of the products-completed operations hazard.
2. Broad Form ISO CG0001 0196 Contractual Liability coverage, or its equivalent.
3. Consultant shall maintain the commercial general liability policy for a minimum of five (5) years following completion of the Project and continue to name Client and the Indemnitees and any other required interest under this Contract as additional insureds for the entire five (5) year period.
4. There shall be no residential exclusions, nor any equivalent exclusion.

C. Commercial Automobile Liability:

Automobile Liability insurance for all owned, non-owned, hired or leased vehicles with limits of not less than \$1,000,000 combined single limit for bodily injury and property damage. This insurance coverage must include all automotive and truck equipment used in the performance of the Services under this Contract and must include the loading and unloading of same.

D. Excess (Umbrella) Liability:

This coverage shall be written on no less than a follow form basis (no more restrictive than the underlying insurance) with a Limit of Liability of \$5,000,000 per occurrence. Umbrella coverage shall be maintained by Consultant for five (5) years.

E. Professional Liability: (Errors and Omissions)

Professional Liability (Errors and Omissions) insurance shall be purchased in an amount not less than \$2,000,000 per occurrence and annual aggregate, and a deductible or self-insured retention amount not greater than \$50,000 per claim without the prior written approval of Client (payment of which shall be the obligation of Consultant). The annual aggregate shall apply separately to the Project and if it does not, the annual aggregate shall be twice the occurrence limit.

1. The Retroactive Date of such policy must be shown and must be before the date of the Contract or the beginning of work on the Services.



EXHIBIT "E"

INSURANCE REQUIREMENTS

(Professional Services)

2. This insurance must be maintained and evidence of insurance must be provided for at least ten (10) years after completion of the Services.
3. If coverage is canceled or non-renewed, and not replaced with another claims – made policy form with a Retroactive Date prior to the effective dated of the Contract, Consultant must purchase “extended reporting” coverage for a minimum of ten (10) years after completion of the Services.
4. Such insurance shall include Contractual Liability to cover liability assumed under this Contract, to the extent insurable under such Professional Liability Insurance.
5. If the Services to be performed are on an attached community, there shall be no exclusion for attached multi-family dwellings or condominium projects.
6. The Consultant’s subconsultants shall maintain Professional Liability insurance in an amount not less than \$1,000,000 each claim and annual aggregate, which is no more restrictive than the Consultant’s policy.

F. Valuable Papers & EDP:

This coverage shall be purchased for plans, specifications, drawings, reports, maps, books, blueprints and other printed documents in production or produced in connection with the Services in an amount not less than \$200,000 or the cost of recreating or reconstructing valuable papers, records, and computer aided design files related to this Project, whichever is greater.

Client shall be entitled to coverage for higher limits if Consultant maintains higher limits than the minimum coverages shown above. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to Client.

**Section II Other Insurance Provisions.**

The insurance policies are to contain, or be endorsed to contain, the following provisions:

- A. Additional Insured Status. All policies except Workers’ Compensation and Professional Liability must name Client and the Indemnitees, including their respective directors, officers, members, managers, partners, employees and successors and assigns, and any other such entities as may reasonably be requested, as Additional Insureds on a primary basis by means of an Additional Insured Endorsement using ISO additional insured endorsement CG 20 10 11 85, or both CG 20 10 10 01 and CG 20 37 10 01 if later revisions are used, but only with respect to legal liability or claims caused by, arising out of or resulting from the acts or omissions of the named insured or others performing work or

EXHIBIT "E"

INSURANCE REQUIREMENTS

(Professional Services)

operations on behalf of the named insured in connection with their rendition of Services under this Contract.

- B. Primary Coverage. For any claims related to this Contract, Consultant's insurance coverage shall be primary insurance with respect to Client and the Indemnitees, and their respective directors, officers, members, managers, partners, employees, successors and assigns. Any insurance maintained by Client or an Indemnitee shall be excess of the Consultant's insurance and shall not contribute with Consultant's insurance. The insurance provisions and required coverages set forth above in no way limit the liability of the Consultant as may be stated elsewhere in the Contract.
- C. Waiver of Subrogation. Consultant hereby grants to Client a waiver of any right to subrogation which any insurer of Consultant may acquire against Client by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies whether or not Client has received a waiver of subrogation endorsement from the insurer.
- D. Consultant Waiver of Property Subrogation. Consultant waives all rights of recovery against Client and the Indemnitees for injury or damage to Consultant's property arising out of its ongoing operations, including coverage within the "products and completed operations hazard" and for damages to or loss of the premises or improvements and betterments thereon. Consultant shall cause its insurance carriers to consent to such waiver of subrogation.
- E. Deductibles and Self-Insured Retentions. Deductibles (excepting Professional Liability) may not exceed \$25,000 unless approved in writing by Client. Any and all deductibles required by Consultant's insurance shall be paid by Consultant and shall not be reimbursed by Client, or by other insurance.
- F. Acceptability of Insurers. All policies must be written by insurance companies whose rating in the most recent Best's Rating Guide, is not less than A:VII, unless otherwise acceptable to Client. Consultant agrees to provide a full certified copy of any policy maintained by Consultant under this Contract to Client upon request therefor.
- G. Failure to Maintain Insurance. In the event Consultant fails to maintain the coverages or limits as required herein, Client may obtain such insurance as an agent of such Consultant. Any premiums paid by Client to effect such coverages together with interest thereon from the date paid by Client until the date paid by such Consultant shall be payable to Client by Consultant or, at Client's election, offset by or against the payments provided or payable to such Consultant.

EXHIBIT "E"

INSURANCE REQUIREMENTS

(Professional Services)

- H. Additional Insurance. By so specifying, Client may require additional types of insurance. The premiums for such required additional insurance shall be reimbursed by Client.
- I. Insurance for Subconsultants. Consultant must require and shall verify that all of its subconsultants procure and maintain insurance meeting the requirements set forth herein and ensure Client and the Indemnitees are additional insureds on insurance required from subconsultants.
- J. Notice of Cancellation. All Policies must be endorsed to provide thirty (30) days' prior written notice of cancellation to Consultant. Consultant agrees to provide Client timely copies of any Notice of Cancellation and Non-Payment of Premium it receives from its insurers.

**Section III Before commencing performance of the Services:**

- A. Consultant shall furnish to Client original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this Exhibit "E", and showing effective and expiration dates of the policies. Client, Client's Lender, and all such other entities as may be reasonably requested by Client are Certificate Holders.
- B. All certificates and endorsements are to be received and approved by Client before any Services are rendered by Consultant. Failure to obtain required documents prior to the rendition of Services shall not waive Consultant's obligation to provide them.
- C. Client reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by this Contract, at any time.

EXHIBIT "F"

Request for Taxpayer  
Identification Number and Certification  
IRS Form W-9

# Request for Taxpayer Identification Number and Certification

**Give form to the  
 requester. Do NOT  
 send to the IRS.**

Please print or type

Name (If a joint account or you changed your name, see **Specific Instructions** on page 2.)

Business name, if different from above. (See **Specific Instructions** on page 2.)

Check appropriate box:  Individual/Sole proprietor  Corporation  Partnership  Other ▶ .....

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

**Part I Taxpayer Identification Number (TIN)**

List account number(s) here (optional)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). However, if you are a resident alien OR a sole proprietor, see the instructions on page 2. For other entities, it is your employer identification number (EIN). If you do not have a number, see **How to get a TIN** on page 2.

Social security number								

OR

Employer identification number								

**Note:** If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.

**Part II For Payees Exempt From Backup Withholding** (See the instructions on page 2.)

**Part III Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), **and**
- I am not subject to backup withholding because: **(a)** I am exempt from backup withholding, or **(b)** I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or **(c)** the IRS has notified me that I am no longer subject to backup withholding.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 2.)

**Sign Here**

Signature ▶

Date ▶

**Purpose of form.** A person who is required to file an information return with the IRS must get your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9, if you are a U.S. person (including a resident alien), to give your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are an exempt payee.

If you are a foreign person, IRS **prefers** you use a Form W-8 (certificate of foreign status). After December 31, 2000, foreign persons **must** use an appropriate Form W-8.

**Note:** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**What is backup withholding?** Persons making certain payments to you must withhold and pay to the IRS 31% of such payments under certain conditions. This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

If you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return, payments you receive will not be subject to backup withholding. Payments you receive **will** be subject to backup withholding if:

- You do not furnish your TIN to the requester, or
- You do not certify your TIN when required (see the Part III instructions on page 2 for details), or
- The IRS tells the requester that you furnished an incorrect TIN, or
- The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 3 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the Part II instructions and the separate **Instructions for the Requester of Form W-9**.

**Penalties**

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

**Name.** If you are an individual, you must generally enter the name shown on your social security card. However, if you have changed your last name, for instance, due to marriage, without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first and then circle the name of the person or entity whose number you enter in Part I of the form.

**Sole proprietor.** You must enter your individual name as shown on your social security card. You may enter your business, trade, or "doing business as" name on the **business name** line.

**Other entities.** Enter your business name as shown on required Federal tax documents. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or "doing business as" name on the business name line.

### Part I—Taxpayer Identification Number (TIN)

You must enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see **How to get a TIN** below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, using your EIN may result in unnecessary notices to the requester.

**Note:** See the chart on this page for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get **Form SS-5**, Application for a Social Security Card, from your local Social Security Administration office. Get **Form W-7**, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN or **Form SS-4**, Application for Employer Identification Number, to apply for an EIN. You can get Forms W-7 and SS-4 from the IRS by calling 1-800-TAX-FORM (1-800-829-3676) or from the IRS's Internet Web Site at [www.irs.gov](http://www.irs.gov).

If you do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester. Other payments are subject to backup withholding.

**Note:** Writing "Applied For" means that you have already applied for a TIN OR that you intend to apply for one soon.

### Part II—For Payees Exempt From Backup Withholding

Individuals (including sole proprietors) are **not** exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. For more information on exempt payees, see the separate Instructions for the Requester of Form W-9.

If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding. Enter your correct TIN in Part I, write "Exempt" in Part II, and sign and date the form.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester a completed Form W-8 (certification of foreign status).

### Part III—Certification

For a joint account, only the person whose TIN is shown in Part I should sign (when required).

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified state tuition program payments, IRA or MSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

### Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to give your correct TIN to

persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA or MSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, and the District of Columbia to carry out their tax laws.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 31% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

## What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
5. Sole proprietorship	The owner <sup>3</sup>
For this type of account:	Give name and EIN of:
6. Sole proprietorship	The owner <sup>3</sup>
7. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
8. Corporate	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name, but you may also enter your business or "doing business as" name. You may use either your SSN or EIN (if you have one).

<sup>4</sup> List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

**Note:** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Client: \_\_\_\_\_

Consultant: \_\_\_\_\_

EXHIBIT "G"

INSURANCE CERTIFICATE

## EXHIBIT "H"

### SECTION 3 REQUIREMENTS

#### Documents Related to Section 3:

1. 24 CFR 135.
2. Appendix to 24 CFR Part 135, Examples of Efforts to Offer Training and Employment Opportunities to Section 3 Residents.
3. General Conditions of the Contract for Construction, HUD-5370 (4/2002), Clause 40.
4. General Contract Conditions, Non-Construction, HUD-5370-C (5/92), Clause 19.

#### SHFA COMMISSION RESOLUTION NO. 4967

1. SFHA Commission Resolution No. 4967, adopted February 22, 2001, increases the Section 3 requirements contained in 24 CFR Part 135 to require that residents of SFHA public housing constitute a minimum of twenty-five percent (25%) of the total workforce (calculated by person-hours).
2. Covered Contracts: Construction contracts over \$25,000 and non-construction contracts over \$50,000.
3. Compliance: The contractor's good faith efforts will be evaluated by the SFHA Contracting Officer using Appendix to 24 CFR Part 135, Example of Efforts to Offer Training and Employment Opportunities to Section 3 Residents. Non-compliance can result in penalties of \$45.00 per hour for short falls in hours worked by residents, breach of contract, or termination, as described in Resolution No. 4967.

Documents referred to in this Exhibit are on file at the SFHA Contract and Procurement Division, 1815 Egbert Avenue, (415-715-3210). The documents are also available at the SFHA website, [www.sfha.org](http://www.sfha.org).



EXHIBIT "I"

CMD ATTACHMENT 2

City and County of San Francisco Contract Monitoring Division

(attached)

# CITY & COUNTY OF SAN FRANCISCO CONTRACT MONITORING DIVISION



## CMD ATTACHMENT 2

For Contracts Advertised on or after July 1, 2013

*Requirements for Architecture, Engineering, & Professional Services Contracts*

FOR CONTRACTS \$50,000 AND OVER

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### PART I. GENERAL

#### 1.01 SAN FRANCISCO ADMINISTRATIVE CODE CHAPTERS 12B AND 14B

- A. To be eligible for this contract award, prime proposers must agree to comply with the Local Business Enterprise ("LBE") requirements sanctioned by San Francisco Administrative Code Chapter 12B, Section 12B.4 and Chapter 14B, and its implementing Rules and Regulations. Chapters 12B and 14B are administered and monitored by the San Francisco Contract Monitoring Division ("CMD").
- B. Chapters 12B and 14B and their implementing Rules and Regulations are incorporated by reference herein as though fully set forth and provide that the failure of any proposer or consultant to comply in good faith with these requirements shall be deemed a material breach of contract. Copies of both Chapters 12B and 14B and their implementing Rules and Regulations are available on the CMD website at <http://www.sfgov.org/cmd>.
- C. Chapter 14B allows for a ten percent (10%) rating discount, referred to in this Attachment 2 as a "rating bonus," for CMD certified Small- or Micro LBE's. Subject to certain limitations and exceptions, CMD SBA-LBEs may be entitled to a two percent (2%) rating bonus. Joint Ventures with Small or Micro-LBE participation may be entitled to a five percent (5%), seven and a half percent (7.5%), or to 10 percent (10%) rating bonus. The Certification Application is available on the CMD website at <http://www.sfgov.org/cmd>.

#### IMPORTANT NOTICE:

For RFP's advertised on or after July 1, 2013, winning prime consultants and all participating subconsultants are required to use the LBE Utilization Tracking System (LBEUTS) to submit 14B prime and sub payment information, including progress payment invoices. The LBEUTS system replaces CMD Payment Forms 7 & 9. These forms are included herein for informational purposes only.

*For assistance with CMD Attachment 2, please contact the following number(s):*

*CMD Main Office (415) 581-2310 or LBE Certification Unit (415) 581-2319*

*For compliance and assistance with the Equal Benefits Program, please contact the CMD Main Office.*



**1.02 SUBMISSION OF CMD FORMS**

- A. **Unless otherwise authorized** by CMD, the proposer must submit the following CMD forms in a separate sealed envelope marked “CMD Forms” with the proposal. Failure to complete or submit any of the CMD Forms may cause the proposal to be deemed non-responsive and ineligible for contract award.

Proposers are responsible for reviewing the specific instructions and requirements on each CMD form.

1. **Form 2A: CMD Contract Participation Form:** Identify LBE subconsultants, vendors, and lower tier subconsultants that the proposal relies on to meet LBE subconsultant participation goal. Check the appropriate box under Rating Bonus.
2. **Form 2B: CMD “Good Faith Outreach” Requirements Form:** Document solicitation of LBE participation. This form must be submitted for every solicitation that includes LBE subconsultant participation. Proposer shall meet the specified LBE subcontractor participation goal and shall complete and submit Form 2B in accordance with Form 2B instructions.

In accordance with Section 14B.8(B) of the Administrative Code ("Code"), if a proposer does not demonstrate in its proposal that proposer exceeds the established LBE subcontracting participation goal by at least 35%, such proposer must demonstrate adequate good faith efforts to meet the LBE subconsulting goal. Such proposer must complete and submit Form 2B as required by Form 2B instructions and must submit all good faith documentation as specified in Form 2B with its proposal. Failure to meet the LBE subconsulting participation goal and demonstrate/document adequate good faith efforts shall cause the proposal to be determined non-responsive and rejected.

If a proposer demonstrates in its proposal that it exceeds the established LBE subconsulting participation goal by 35% or more, such proposer is not required to conduct good faith outreach efforts or to submit evidence of good faith efforts. Such proposer shall complete and submit Form 2B as required by Form 2B instructions. **NOTE: A SMALL OR MICRO-LBE PRIME PROPOSER MAY COUNT ITS OWN CONTRACT WORK TOWARD THE 35% GOOD FAITH EFFORTS EXCEPTION.**

- *Example:* The LBE subconsulting goal is 10%. Good faith efforts requirements will be waived if the Proposer:
  - 1) Meets the 10% LBE subconsulting goal;
  - AND**
  - 2) Has total LBE participation that equals or exceeds 13.5% of the total proposal amount. The 13.5% represents the 10% LBE subconsulting goal plus 35% of that 10% subconsulting goal.

LBE subconsulting goal set for project	10.0%
35% of the 10% LBE subconsulting goal	3.5%
<b>Total LBE participation must equal or exceed:</b>	<b>13.5%</b>

3. **Form 3: CMD Compliance Affidavit:** Must be signed by Proposer under penalty of perjury.
4. **Form 4: CMD Joint Venture Form:** Submit ONLY if the Proposer is requesting a rating bonus based on LBE participation in a joint venture partnership.
5. **Form 5: CMD Employment Form:** List the key personnel and responsibilities of the Proposer, Joint Venture partners, and Subconsultants.



### 1.03 CMD LBE UTILIZATION TRACKING SYSTEM AND CONTRACT PERFORMANCE FORMS:

#### A. LBE Utilization Tracking System (LBEUTS)

Information regarding the LBEUTS can be found at <http://www.sfgov.org/LBEUTS>

1. **FORM 7: CMD Progress Payment Form:** Winning prime proposer shall submit online using the LBEUTS with each payment request. Failure to upload this information with each payment request may delay progress payment processing. Upload copies of invoices from all subs.
  2. **FORM 9: CMD Payment Affidavit:** Submit online using the LBEUTS within ten (10) business days following receipt of each progress payment from the Contract Awarding Authority. Subconsultants are then required to acknowledge payment from Contractor online using the LBEUTS. Failure to submit required information may lead to withholding of progress payment, even if there is no subcontractor payments for the reporting period.
- B. **FORM 8: CMD Exit Report and Affidavit: Submit with final Form 7. A separate Form 8 must be completed for each LBE subconsultant.**
- C. **FORM 10: CMD Contract Modification Form:** This form shall be completed by the Prime Consultant when any (all) amendments, modifications, or supplemental change orders cumulatively increase the original contract amount by more than 20%, and then for all subsequent modifications.
1. D. Failure to submit all required information in the LBEUTS or any contract forms may result in sanctions under Chapter 14B, including but not limited to, withholding of progress and final payments

### 1.04 "GOOD FAITH OUTREACH" REQUIREMENTS

All proposers shall undertake adequate good faith outreach as set forth in Section 14B.8(D) of the Administrative Code to select subconsultants to meet the LBE subconsulting participation goal, unless a proposer qualifies for the good faith efforts exception set forth in Section 14B.8(B) for proposers that demonstrate in their proposals that they exceed the established LBE subconsulting participation goal by 35% or more. Please see example in Section 1.02A.2 above.

Under Section 14B.8(C) of the Code, proposals that do not meet the LBE subconsulting participation goal set will be rejected as non-responsive unless the CMD Director finds that the proposer diligently undertook adequate good faith efforts required by Chapter 14B and that the failure to meet the goal resulted from an excusable error.

A proposer must contact an LBE before listing that LBE as a subconsultant in the proposal. A proposal that fails to comply with this requirement will be rejected as non-responsive. Proposers are required to submit Form 2B and supporting documentation EVEN IF the LBE subconsulting goal has been met.

### 1.04 NON-COMPLIANCE AND SANCTIONS

#### A. Non-Compliance with Chapter 14B



1. A complaint of non-compliance concerning LBE participation initiated by any party after contract award will be processed in accordance with Chapter 14B and its implementing rules and regulations.
    - a. If the CMD Director determines that there is cause to believe that a consultant has failed to comply with any of the requirements of the Chapter 14B, CMD Rules and Regulations, or contract provisions pertaining to LBE participation, the CMD Director shall notify the contract awarding authority and attempt to resolve the non-compliance through conference and conciliation.
    - b. If the non-compliance is not resolved through conference and conciliation, the CMD Director shall conduct an investigation and, where the Director so finds, issue a written Finding of Non-Compliance.
    - c. The Director's finding shall indicate whether the consultant acted in good faith or whether noncompliance was based on bad faith noncompliance with the requirements of Chapter 14B, CMD Rules and Regulations, or contract provisions pertaining to LBE participation.
  1. Where the Director finds that the consultant acted in good faith, after affording the consultant notice and an opportunity to be heard, the Director shall recommend that the contract awarding authority take appropriate action. Where the Director finds bad faith noncompliance, the Director shall impose sanctions for each violation of the ordinance, CMD rules and regulations, or contract provisions pertaining to LBE participation, which may include:
    - i) suspend a contract;
    - ii) withhold funds;
    - iii) assess penalties;
    - iv) debarment;
    - v) revoke CMD certification; or
    - vi) pursuant to 14B.7(H)(2), assess liquidated damages in an amount equal to the consultant's net profit on the contract, 10% of the total amount of the contract or \$1,000, whichever is greatest as determined by CMD.
  2. The Director's determination of bad faith non-compliance is subject to appeal to the City Administrator pursuant to CMD Rules and Regulations.
  3. An appeal by a consultant to the City Administrator shall not stay the Director's findings.
  4. The CMD Director may require such reports, information and documentation from consultants, subconsultants, contract awarding authorities, and heads of departments, divisions, and offices of the City and County as are reasonably necessary to determine compliance with the requirements of Chapter 14B.
- B. Procedure for the collection of penalties is as follows:**
1. The CMD Director shall send a written notice to the Controller, the Mayor and to all contract awarding authorities or City and County department officials overseeing any contract with the consultant that a determination of bad faith non-compliance has been made and that all payments due the consultant shall be withheld.
  2. The CMD Director shall transmit a report to the Controller and other applicable City departments to ensure that the liquidated damages are paid to the City.

## **PART II. RATING BONUS**

### **2.01 APPLICATION**



- A. **Eligibility for the LBE Rating bonus:** Certified Small or Micro-LBEs, including certified non-profit organizations, are eligible for an LBE rating bonus if the LBE is CMD certified in the type of work that is specified by the Contract Awarding Authority. Under certain circumstances, SBA LBE's are eligible for an LBE rating bonus. A proposer that has a certification application pending, that has been denied certification, that has had its certification revoked or that is in the process of appealing a CMD denial or revocation at the date and time the proposal is due is not an LBE and is not eligible to receive the rating bonus even if the firm is later certified or ultimately prevails in its appeal.
- B. **Application of the Rating bonus:** The following rating bonus shall apply at each stage of the selection process, i.e., qualifications, proposals, and interviews:
1. **Contracts with an Estimated Cost in Excess of \$10,000 and Less Than or Equal To 400,000.**  
A 10% rating bonus will apply to any proposal submitted by a CMD certified Small or Micro-LBE. Proposals submitted by SBA-LBEs are not eligible for a rating bonus.
  2. **Contracts with an Estimated Cost in Excess of \$400,000 and Less Than or Equal To \$10,000,000.** A 10% rating bonus will apply to any proposal submitted by a CMD certified Small or Micro-LBE ...Pursuant to Section 14B.7(E), a 2% rating bonus will be applied to any proposal from an SBA-LBE, except that the 2% rating bonus shall not be applied at any stage if it would adversely affect a Small or Micro-LBE proposer or a JV with LBE participation.
  3. **Contracts with an Estimated Cost In Excess of \$10,000,000 and Less Than or Equal To \$20,000,000.** A 2% rating bonus will apply to any proposal submitted by an SBA-LBE..
  4. **The rating bonus for a Joint Venture ("JV") with LBE participation that meets the requirements of Section 2.02 below is as follows for contracts with an estimated cost of in excess of \$10,000 and Less Than or Equal to \$10,000,000:**
    - a. 10% for each JV among Small and/or Micro LBE prime proposers.
    - b. 5% for each JV which includes at least 35% (but less than 40%) participation by Small and/or Micro-LBE prime proposers..
    - c. 7.5% for each JV that includes 40% or more in participation by Small and/or Micro-LBE prime proposers.
    - d. The rating bonus will be applied by adding 5%, 7.5%, or 10% (as applicable) to the score of each firm eligible for a bonus for purposes of determining the highest ranked firm. Pursuant to Chapter 14B.7(F), SBA-LBEs are not eligible for the rating bonus when joint venturing with a non LBE firm. However, if the SBA-LBE joint ventures with a Micro-LBE or a Small-LBE, the joint venture will be entitled to the joint venture rating bonus only to the extent of the Micro-LBE or Small-LBE participation described in Section 2.01B.4b. and c. above.
  5. A 10% rating bonus for CMD LBE certified non-profit agencies for contracts estimated in excess of \$10,000, but less than or equal to \$10,000,000.
- C. The Rating Bonus for Small or Micro-LBEs or JVs does not apply for contracts estimated by the Contract Awarding Authority to exceed \$10 million. The rating bonus for SBA-LBEs does not apply for contracts estimated by the Contract Awarding Authority to exceed \$20 million.

## **2.02 JOINT VENTURE/PRIME ASSOCIATION**

- A. Each Small and/or Micro-LBE JV partner must be responsible for a clearly defined portion of the work to be performed. The rating bonus is applied only when the Small and/or Micro-LBE partner has sufficient skill, experience, and financial capacity to perform the portion of the work identified for the Small and/or Micro-LBE. This portion must be set forth in detail separately from the work to be performed by the non-LBE JV partner. The joint venture partners must be of the same discipline/each possess the license required by the RFP and the LBE partner(s) must be CMD LBE certified in that



area in order to be eligible for the rating bonus. The joint venture partners must be jointly responsible for the overall project management, control, and compliance with 14B requirements.

1. The Small and/or Micro-LBE JV partner's work must be assigned a commercially significant dollar value of the prime work and use its own employees and equipment.
  2. Each member of the joint venture must perform a "commercially useful function" as that term is defined by Section 14B.2 of the Ordinance. A Small and/or Micro-LBE JV partner that relies on the resources and personnel of a non-LBE firm will not be deemed to perform a "commercially useful function."
  3. The following actions are prohibited: i) the non-LBE JV partner performing work for the Small and/or Micro-LBE JV partner; ii) leasing of equipment or property by the Small and/or Micro-LBE JV partner from the non-LBE JV partner; and iii) the hiring of the non-LBE JV partner's employees by the Small and/or Micro-LBE JV partner.
  4. The Small and/or Micro-LBE JV partner must share in the ownership, control, management and administrative responsibilities, risks, and profit of the JV in direct proportion to its stated level of JV participation.
  5. The Small and/or Micro-LBE JV partner must perform work that is commensurate with its experience.
  6. A JV must submit an executed JV agreement and management plan detailing each JV partner's responsibilities and tasks.
  7. A JV must obtain a Federal ID number for that entity.
  8. A JV must obtain a tax registration certificate from the City Tax Collectors Office for that entity.
- B. A prime association or partnership is considered the same as a joint venture and must comply with all the JV requirements stated above.
- C. The proposal items to be performed by the Small and/or Micro-LBE JV partner must be identified separately and all work must be accounted for, including subconsulting work.
- D. The cost of the work to be performed by the Small and/or Micro-LBE JV partners is to be calculated as a percentage of the work to be performed by the joint venture partners. The joint venture should deduct the amount of work to be performed by subconsultants from its total contract amount. This percentage is used to determine whether or not the joint venture is eligible for a rating bonus.

**EXAMPLE:**

Step 1. Calculate total JV partner work:

Total Contract Work	=	100%
Percentage of Total Contract Work Performed by Subconsultants	-	40%
Percentage of Total Contract Work Performed by JV partners	=	60%

Step 2. Calculate Small and/or Micro-LBE JV partner work:

	A	B	C
Description of JV Partners' Scopes of Work	JV Partners' Work as a % of the total contract	% of Task by Non-LBE JV Partner	% of Task by Small and/or Micro-LBE JV Partner
TASK 1	5%	3%	2%
TASK 2	20%	11%	9%
TASK 3	25%	12.5%	12.5%



TASK 4	10%	6%	4%
<b>TOTAL JV Partner %</b>	<b>60%</b>	<b>32.5%</b>	<b>27.5%</b>

Step 3. Calculate Small and/or Micro-LBE JV partner work as a percentage of the total JV partner work for the rating bonus.

Total Small and/or Micro- LBE JV %	27.5%	÷	Total JV %	60%	=	45.8%
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The Small and/or Micro-LBE JV partner’s participation is 45.8%. The JV is therefore eligible for a 7.5% rating bonus.

**PART III SUBCONSULTANT PARTICIPATION**

**3.01 SUBCONSULTANT PARTICIPATION GOAL**

**NOTE: FOR PURPOSES OF THE LBE SUBCONSULTING REQUIREMENTS, “LBE” REFERS TO SMALL AND MICRO-LBES ONLY, UNLESS THE RFP EXPRESSLY ALLOW FOR SBA-LBE SUBCONSULTANTS TO COUNT TOWARDS THE LBE PARTICIPATION GOAL.**

- A. All proposers shall achieve the LBE subconsultant participation goal and undertake adequate good faith outreach as set forth in Section 14B.8(D) of the Ordinance to select subconsultants to meet the LBE subconsultant participation goal unless the proposer meets the good faith outreach exception in Section 14B.8.(B). See example in Section 1.02A.2. The LBE subconsultant participation goal can only be met with CMD certified Small and Micro-LBEs.

For a directory of certified LBEs, please go to:

<http://www.sfgov.org/cmd>

Proposals that do not meet the LBE subconsultant participation goal set under 14B.8(A) of the Ordinance will be rejected as non-responsive unless the CMD Director finds that the proposer diligently undertook good faith efforts required by the Ordinance and that the failure to meet the goal resulted from an excusable error.

- B. Proposers must identify on Form 2A the particular LBE subconsultants and lower tier subconsultants to be utilized in performing the contract, specifying for each the percentage of participation, the type of work to be performed and such information as the CMD reasonably shall require to determine the responsiveness of the proposal. For a proposer to receive credit toward the LBE subconsulting participation goal, a listed LBE subconsultant must be CMD certified in the scopes of work/trade(s) specified on Form 2A.

The proposer must contact LBE subconsultants prior to listing them. LBEs must be certified with CMD on the proposal due date to receive LBE subconsulting credit. Listing an LBE that is not certified at the date and time the proposal is due will result in the loss of credit for that LBE subconsultant and may result in a non-responsive proposal.

Additionally, subconsultants may be listed by more than one proposer.

- C. A subconsultant that has a certification application pending, that has been denied certification, that has had its certification revoked or that is in the process of appealing a CMD denial or revocation at the date and time the proposal is due is not an LBE and cannot be counted as an LBE for purposes of





achieving LBE subconsultant participation goal even if the firm is later certified or ultimately prevails in its appeal.

- D. CMD may require the successful proposer to submit performance reports on actual LBE participation at 30%, 50%, 70%, and 90% completion to the Contracting Awarding Authority and CMD.
- E. Determination and calculation of LBE subconsultant participation:
  - 1. The Small and/or Micro LBE subconsultant shall be listed to perform a specific task(s), which is described in the RFP or RFQ.
  - 2. If the Small and/or Micro-LBE subconsultant forms a joint venture with a non-LBE subconsultant, the Small and/or Micro-LBE subconsultant joint venture partner will be credited only for its portion of the work, as follows:

*EXAMPLE:*

- If the total subcontract amount = \$ 1,000,000 of which  
\$510,000 is the Small and/or Micro-LBE JV subcontract amount and \$490,000 is the non-LBE subcontract amount, then \$510,000 is credited toward the LBE subconsultant participation goal.
- 3. All work done by lower-tier Small and/or Micro-LBE subconsultants will be credited toward meeting the goal.

*EXAMPLE:*

- If the total subcontract amount = \$1,000,000,  
of which \$200,000 is the lower-tier Small and/or Micro-LBE subconsultant's portion,  
then \$200,000 is credited toward the LBE subconsultant participation goal.
- 4. If a Proposer owns or controls more than one business that is CMD certified as a Small and/or Micro-LBE, the proposer will not receive credit if it lists its other firms to meet the LBE subconsultant participation goal when submitting as a prime. In determining ownership of a business, a business owned by proposer's spouse or domestic partner shall be deemed to be owned by the proposer.
  - 5. It is the responsibility of the proposer to verify the subconsultant's LBE certification status.
  - 6. A Small and/or Micro-LBE subconsultant must be certified in the type of work that the Proposer lists the firm for on CMD Form 2A.
  - 7. The Small and/or Micro-LBE subconsultant must be utilized on the contract to perform a commercially useful function. No credit will be given for a LBE that serves as a pass-through.
  - 8. A Small and/or Micro-LBE Prime proposer must meet the LBE subconsultant participation goal. A Small and/or Micro LBE Prime proposer may not count its participation towards meeting the LBE subconsultant participation goal.
  - 9. A Small and/or Micro-LBE Prime proposer may count its participation towards meeting the good faith outreach exception set forth in 14B.8(B).



**F. Substitution, removal, or contract modification of LBE:**

No LBE subconsultant listed on Form 2A shall be substituted, removed from the contract or have its contract, purchase order or other form of agreement modified in any way without prior CMD approval. Additionally, no new subconsultants shall be added without prior CMD approval.



## **PART IV NON-DISCRIMINATION REQUIREMENTS**

### **4.01 GENERAL**

As a condition of contract award, Consultants and subconsultants shall comply with the nondiscrimination in employment provisions required by Chapter 12B of the Administrative Code.

### **4.02 NONDISCRIMINATION PROVISIONS**

- A. Prior to the award of the contract, the consultant must agree that it does and will not, during the time of the contract or any contract amendment, discriminate in the provision of benefits between its employees with spouses and employees with domestic partners.
- B. The consultant and subconsultants on this contract will not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, age, sex, sexual orientation, gender identity, domestic partner status, marital status, disability or AIDS/HIV status, weight, height, or association with members of classes protected under this chapter or in retaliation for opposition to any practices forbidden under this chapter. Discrimination on the basis of sex includes sexual harassment as defined in Section 16.9-25(b) of this Code. The Consultant, Contractor or Subconsultant/Subcontractor will take action to ensure that applicants are employed, and that employees are treated equally during employment, without regard to the fact or perception of their race, color, creed, religion, ancestry, national origin, age, sex, sexual orientation, gender identity, domestic partner status, marital status, disability, weight, height, or AIDS/HIV status. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship.
- C. **Non-Compliance with Chapter 12B Prior to Contract Award**

The consultant and any subconsultants must be in compliance with the nondiscrimination provisions of Chapter 12B, on all existing City contracts prior to award of this contract.

Prior to the award of any City contract, the HRC has the authority to review the consultant's and subconsultant's prior performance to ensure compliance with the nondiscrimination provisions of Chapter 12B.

If the HRC determines that there is cause to believe that a consultant or subconsultant is not in compliance with the nondiscrimination provisions of Chapter 12B, the HRC shall notify the contract awarding authority and attempt to resolve the non-compliance through conciliation.

1. If the non-compliance cannot be resolved, the HRC shall submit to the consultant or subconsultant and the contract awarding authority a written Finding of Non-compliance.
2. The HRC shall give the consultant or subconsultant an opportunity to appeal the Finding.
3. The HRC may stay the award of any contract to a consultant where the consultant or any subconsultant is the subject of an investigation by written notice to the contract-awarding agency.

#### **D. Complaints of Discrimination after Contract Award**

1. A complaint of discrimination in employment initiated by any party after contract award shall be processed in accordance with the HRC Rules of Procedure, adopted pursuant to Chapter 12B of the San Francisco Administrative Code.
2. A finding of discrimination may result in imposition of appropriate sanctions, including:



- a. There may be deducted from the amount payable to the consultant or subconsultant under this contract a penalty of \$50 for each person for each calendar day the person was discriminated against in violation of the provisions of the contract.
- b. The contract may be canceled, terminated or suspended in part by the contract awarding authority.
- c. The consultant, subconsultant or vendor may be determined ineligible to perform work or supply products on any City contract for a period not to exceed two years.



**FORM 2A: CMD CONTRACT PARTICIPATION FORM**

**Section 1:** This form must be submitted with the proposal or the proposal may be deemed non-responsive and rejected. Prime Proposer, each Joint Venture Partner, Subconsultants, Vendors, and lower sub tiers must be listed on this form. Only CMD certified Small and/or Micro-LBEs can be used to meet the LBE subconsultant participation goal unless the RFP allows for SBA-LBE subconsultants to count towards the LBE participation goal. A Small and/or Micro- LBE Prime proposer/JV with LBE participation must meet the LBE subconsultant goal. A Small and/or Micro-LBE Prime proposer/JV with LBE participation may not count its participation towards meeting the LBE subconsultant participation goal. Be sure to check box for Rating Bonus. If more space is needed, attach additional copies of this form. This form is also completed and submitted for all contract modifications which exceed the original contract amount by more than 20%.

<b>Contract:</b>	<b>RATING BONUS</b>	
	<input type="checkbox"/> LBE 10%	<input type="checkbox"/> Joint Venture 7.5%
<b>Firm:</b>	<input type="checkbox"/> Joint Venture 5%	<input type="checkbox"/> Joint Venture 10% (LBEs ONLY)
<b>Contact Person:</b>	<input type="checkbox"/> No Rating Bonus Requested	
<b>Address:</b>	LBE Goal      %	
<b>City/ZIP</b>		
<b>Phone</b>		

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

TYPE *	Firm	PORTION OF WORK (describe scope(s) of work)	% OF WORK	INDICATE LBE YES/NO	If an LBE, Identify MBE, WBE, or OBE **	% OF LBE SUBWORK
			%			%
			%			%
			%			%
			%			%
<b>Total % of Work: 100%</b>				<b>Total LBE Subconsulting%</b>		%

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

**Owner/Authorized Representative (Signature):** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Print Name and Title:** \_\_\_\_\_

\*\* MBE = Minority Business Enterprise, WBE = Women Business Enterprise, OBE = Other Business Enterprise. See CMD website: <http://sfgov.org/cmd> for each firm's status.



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

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

FIRM NAME:	_____	VENDOR #:	_____
ADDRESS:	_____	FEDERAL ID #:	_____
CITY, ST, ZIP:	_____	PHONE:	_____
SERVICE:	_____	FAX:	_____

FIRM NAME:	_____	VENDOR #:	_____
ADDRESS:	_____	FEDERAL ID #:	_____
CITY, ST, ZIP:	_____	PHONE:	_____
SERVICE:	_____	FAX:	_____

FIRM NAME:	_____	VENDOR #:	_____
ADDRESS:	_____	FEDERAL ID #:	_____
CITY, ST, ZIP:	_____	PHONE:	_____
SERVICE:	_____	FAX:	_____

FIRM NAME:	_____	VENDOR #:	_____
ADDRESS:	_____	FEDERAL ID #:	_____
CITY, ST, ZIP:	_____	PHONE:	_____
SERVICE:	_____	FAX:	_____

FIRM NAME:	_____	VENDOR #:	_____
ADDRESS:	_____	FEDERAL ID #:	_____
CITY, ST, ZIP:	_____	PHONE:	_____
SERVICE:	_____	FAX:	_____

FIRM NAME:	_____	VENDOR #:	_____
ADDRESS:	_____	FEDERAL ID #:	_____
CITY, ST, ZIP:	_____	PHONE:	_____
SERVICE:	_____	FAX:	_____



**FORM 2B: "GOOD FAITH OUTREACH" REQUIREMENTS FORM**

This "Good Faith Outreach" form, along with the required supporting documentation must be completed and submitted per the instructions in this form **EVEN IF** the LBE subconsulting participation goal has been met (*Section 14B.8 of the San Francisco Administrative Code*). Proposers may obtain a list of certified LBEs from the CMD website: <http://www.sfgov.org/cmd>.

SECTION A

Under Section 14B.8(B) of the Administrative Code, the good faith outreach exception states that if a proposer demonstrates total LBE participation that exceeds by 35% the established LBE subconsultant participation goal for the project, the proposer is not required to conduct good faith outreach efforts or to submit evidence of good faith outreach efforts. Note that a Small or Micro-LBE prime proposer may count its own Contract Work toward the 35% good faith outreach exception. Please see example in CMD Attachment 2, Section 1.02A.2.

Does your proposal demonstrate that you have exceeded the established LBE subconsultant participation goal by 35% or more in accordance with Section 14B.8(B)?  YES\*  NO

If the answer is yes, please check "YES", above, and complete Section C (if applicable) and Section D of this Form. If the answer is no, please check "NO", above, and complete Sections B and D of this Form, and submit all required supporting documentation in accordance with the instructions in Section B.

\* Note: An answer of "YES", above, is subject to verification by CMD. If the CMD determines that proposer did not exceed the LBE subconsultant participation goal by at least 35% and proposer either failed to undertake adequate good faith outreach efforts or failed to submit supporting documentation with its proposal as required by Section B, items 2 and 4, below, then proposer's proposal shall be declared non-responsive **AND INELIGIBLE FOR CONTRACT AWARD.**

**NOTE: "LBE" REFERS TO SMALL AND MICRO-LBES ONLY, UNLESS THE RFP ALLOWS FOR SBA-LBE SUBCONSULTANTS TO COUNT TOWARDS THE LBE PARTICIPATION GOAL.**

SECTION B

All proposers that do not qualify for the good faith outreach exception set forth in Section 14B.8(B) of the Administrative Code must complete this Section B and submit supporting documentation as required.

***A proposer must achieve at least 80 points, as determined by CMD, to be deemed compliant with the "good faith outreach" requirements. A proposer who fails to achieve at least 80 points will be declared non-responsive, and the proposal will be rejected. Please check yes or no for each item listed below.***

1. Did your firm attend the pre-proposal meeting scheduled by the City to inform all proposers of the LBE program requirements for this project? If the City does not hold a pre-proposal meeting, all proposers will receive 15 points.	<input type="checkbox"/> Yes (15 Points)	<input type="checkbox"/> No (0 Points)
2. Did your firm advertise, not less than 10 calendar days before the due date of the proposal, in one or more daily or weekly newspapers, trade association publications, LBE trade oriented publications, trade journals, or other media, such as: Small Business Exchange, or the Bid and Contracts Section of the Office of Contract Administration's website ( <a href="http://mission.sfgov.org/OCABidPublication/">http://mission.sfgov.org/OCABidPublication/</a> )? If so, <b><u>please enclose a copy of the advertisement.</u></b> <i>The advertisement must provide LBEs with adequate information about the project.</i> If the City gave public notice of the project less than 15 calendar days prior to the proposal due date, no advertisement is required, and all proposers will receive 10 points.	<input type="checkbox"/> Yes (10 points)	<input type="checkbox"/> No (0 Points)



<p>3. Did your firm identify and select work types (as categorized in CMD’s LBE Directory) to meet the LBE subconsultant participation goal? If so, please identify the work types below:</p> <p>_____</p> <p>_____</p> <p>_____</p>	<p><input type="checkbox"/> Yes (10 points)</p>	<p><input type="checkbox"/> No (0 Points)</p>
<p>4. Did your firm contact LBE firms (LBE firms include MBEs, WBEs and OBEs) for the identified work types (see #3 above), not less than 10 calendar days prior to the due date of the proposal? If so, <b><u>please include documentation (i.e. phone logs, emails, faxes, etc.) to verify that contacts were made.</u></b> The purpose of contacting LBE firms is to provide notice of interest in proposing for this project.</p> <p>A proposer who contacts those LBE firms certified in the identified work types, not less than 10 calendar days prior to due date of the proposal, will receive up to 45 points. If a proposer does not comply with paragraphs a. &amp; b. below, one point will be deducted for each LBE firm within each identified work type that is not contacted.</p> <p>a. If there are less than 25 firms within an identified work type, a proposer should contact all of them.</p> <p>b. If there are 25 or more firms within an identified work type, a proposer should notify at least 25 firms within such identified work type.</p> <p>If a proposer does not contact any LBE firms, the proposer will receive no points. When contacting LBEs, you should provide adequate information about the project. If the City gave public notice of the project less than 15 calendar days prior to the proposal due date, the allocation of points above still applies, except that the proposer may contact those LBE firms certified in the identified work types less than 10 calendar days prior to the due date of the proposal.</p>	<p><input type="checkbox"/> Yes (Up to 45 points)</p>	<p><input type="checkbox"/> No (0 Points)</p>
<p>5. Did your firm follow-up and negotiate in good faith with interested LBEs? If so, <b><u>please include documentation (i.e. phone logs, emails, faxes, etc.) to verify that follow-up contacts were made.</u></b> If applicable, your follow-up contact with interested LBEs should provide information on the City’s bonding and financial assistance programs.</p> <p>For each interested LBE firm that the proposer does not follow-up with, a point will be deducted.</p> <p>A proposer who does not perform any follow-up contact with interested LBEs will receive no points.</p> <p>**Interested LBE** shall mean an LBE firm that expresses interest in being a subconsultant to the proposer.</p>	<p><input type="checkbox"/> Yes (Up to 20 points)</p>	<p><input type="checkbox"/> No (0 Points)</p>
<p>6. A proposer shall submit the following documentation with this form:</p> <ol style="list-style-type: none"> <li>(1) Copies of all written proposals submitted, including those from non-LBEs;</li> <li>(2) If oral proposals were received, a list of all such proposals, including those from non-LBEs. The work type and dollar amounts for each such proposal must be specified; and</li> <li>(3) A full and complete statement of the reasons for selection of the subconsultants for each work type. If the reason is based on relative qualifications, the statement must address the particular qualification at issue.</li> </ol>		





**SECTION C**

If a Small or Micro-LBE prime proposer checks "YES" in Section A, above, and is relying on self-performed Contract Work to meet the 35% good faith efforts outreach exception, such Small or Micro-LBE prime proposer must indicate the total value of Contract Work that proposer will perform with its own forces in the space below:

           % of work

**SECTION D**

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**Contract Name:** \_\_\_\_\_

**Contract No.:** \_\_\_\_\_

**Signature of Owner/Authorized Representative:** \_\_\_\_\_

**Owner/Authorized Representative (Print):** \_\_\_\_\_

**Name of Firm (Print):** \_\_\_\_\_

**Title and Position:** \_\_\_\_\_

**Address, City, ZIP:** \_\_\_\_\_

**E-mail:** \_\_\_\_\_

**Date:** \_\_\_\_\_



**FORM 3: CMD COMPLIANCE AFFIDAVIT**

1. I will ensure that my firm complies fully with the provisions of Chapter 14B of the San Francisco Administrative Code and its implementing Rules and Regulations and attest to the truth and accuracy of all information provided regarding such compliance.
2. Upon request, I will provide the CMD with copies of contracts, subcontract agreements, certified payroll records and other documents requested so the HRC and CMD (as applicable) may investigate claims of discrimination or non-compliance with either Chapter 12B or Chapter 14B.
3. I acknowledge and agree that any monetary penalty assessed against my firm by the Director of the Contract Monitoring Division shall be payable to the City and County of San Francisco upon demand. I further acknowledge and agree that any monetary penalty assessed may be withheld from any monies due to my firm on any contract with the City and County of San Francisco.
4. I declare and swear under penalty of perjury under the laws of the State of California that the foregoing statements are true and correct and accurately reflect my intentions.

**Signature of Owner/Authorized Representative:** \_\_\_\_\_

**Owner/Authorized Representative (Print)** \_\_\_\_\_

**Name of Firm (Print)** \_\_\_\_\_

**Title and Position** \_\_\_\_\_

**Address, City, ZIP** \_\_\_\_\_

**Federal Employer Identification Number (FEIN):** \_\_\_\_\_

**Date:** \_\_\_\_\_



**FORM 4: CMD JOINT VENTURE FORM**

This form must be submitted ONLY if the proposer is requesting a Joint Venture partnership with a Small and/or Micro-LBE firm for the rating bonus. The Joint Venture partners must submit a joint venture agreement and management plan with the proposal. All work must be accounted for including subconsulting work.

**SECTION 1: GENERAL INFORMATION**

1. Name of Contract or Project:

---

2. Name of all JV partners: (Check LBE if applicable)

	LBE <input type="checkbox"/>
	<input type="checkbox"/>
	<input type="checkbox"/>
	<input type="checkbox"/>

3. Attach a copy of Joint Venture Agreement and Management plans.

4. The management plan must include the following information:

- a. Describe in detail how decisions will be made for work distribution and compliance of Small and/or Micro-LBE Joint Venture participation.
- b. Provide each Joint Venture partner’s specific duties and responsibilities (include organizational chart)
- c. Identify the Location of Joint Venture Office.
- d. Provide in detail how decision will be made for work distribution to Small and /or Micro-LBE subconsultants and/or vendors.
- e. Submit copies of bank signature cards with authorized names, titles, and address/city of the bank (required after award of contract.)

5. Calculation of the Rating Bonus. See §2.02D of CMD Attachment 2 for an example.

If the joint venture partners are dividing the work according to a different formula than that described below, please contact CMD staff and describe the arrangement in detail prior to submittal of proposal.

Joint venture partners are encouraged to meet with CMD regarding their joint venture prior to submitting their proposal.

The rating bonus is awarded based on the Small and/or Micro-LBE JV partner tasks calculated as a percentage of the total JV partner tasks.

Step 1. Calculate total JV partner tasks.

Total Contract Tasks	=	100%
Percentage of Total Work to be Performed by Subconsultants	-	%
Percentage of JV partner tasks	=	%



Step 2. Calculate Small and/or Micro-LBE JV partner tasks:

	A	B	C
Description of JV partner Scopes of Work (Specific details of work)	JV Partners' Work as a % of the total project	% of Task by Non-LBE JV Partner	% of Task by Small and/or Micro-LBE JV Partner
	%	%	%
	%	%	%
	%	%	%
	%	%	%
	%	%	%
<b>TOTAL JV %</b>	%	%	%

Step 3. Calculate Small and/or Micro-LBE JV partner work as a percentage of the total JV partner work for the rating bonus.

Total Small and/or Micro-LBE JV Partner %		÷	Total JV %		=	%
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**JOINT VENTURE PARTNERS MUST SIGN THIS FORM**

Owner/Authorized Representative (Signature)	Owner/Authorized Representative (Signature)
Name and Title (Print)	Name and Title (Print)
Firm Name	Firm Name
Telephone                      Date	Telephone                      Date





**FORM 7: CMD PROGRESS PAYMENT FORM**

FOR REFERENCE ONLY. To be submitted electronically using the LBEUTS. FOR INFORMATION VISIT WWW.SFGOV.ORG/LBEUTS.

To be completed by Consultant and submitted to the Contract Awarding Authority and CMD with its monthly progress payment application (transmit to the following):

**TRANSMITTAL**

TO: Project Manager/Designee COPY TO: CMD Contract Compliance Officer  
 Firm: \_\_\_\_\_ Date: \_\_\_\_\_

**SECTION 1. Fill in all the blanks**

Contract Number: \_\_\_\_\_ Contract Name: \_\_\_\_\_

Reporting Period From: \_\_\_\_\_ To: \_\_\_\_\_ Progress Payment No: \_\_\_\_\_

The information submitted on Sections 1 and 2 of this form must be cumulative for the entire contract as opposed to individual task orders. Additionally, the information submitted on Sections 1 and 2 of this form must be consistent. See next page for Section 2.

1. Original Contract Award Amount:	\$	_____
2. Amount of Amendments and Modifications to Date:	\$	_____
3. Total Contract to Date including Amendments and Modifications (Line 1 + Line 2):	\$	_____
4. Sub-total Amount Invoiced this submittal period: Professional Fees	\$	_____
5. Sub-total Amount Invoiced this submittal period: Reimbursable Expenses	\$	_____
6. Gross Amount Invoiced this submittal period (Line 4 + Line 5):	\$	_____
7. All Previous Gross Amounts Invoiced:	\$	_____
8. Total Gross Amounts of Progress Payments Invoiced to Date (Line 6 + Line 7):	\$	_____
9. Percent Completed (Line 8 ÷ Line 3):	%	_____

Consultant, including each joint venture partner, must sign this form.

\_\_\_\_\_  
 Owner/Authorized Representative (Signature)

\_\_\_\_\_  
 Name (Print)

\_\_\_\_\_  
 Title (Print)

\_\_\_\_\_  
 Firm Name

\_\_\_\_\_  
 Telephone

\_\_\_\_\_  
 Fax

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Owner/Authorized Representative (Signature)

\_\_\_\_\_  
 Name (Print)

\_\_\_\_\_  
 Title (Print)

\_\_\_\_\_  
 Firm Name

\_\_\_\_\_  
 Telephone

\_\_\_\_\_  
 Fax

\_\_\_\_\_  
 Date



**SECTION 2.** For column “A”, list the Prime Consultant, each joint venture partner and ALL subconsultants and vendors including 2<sup>nd</sup> and 3<sup>rd</sup> tier subconsultants. Make copies if more space is needed. Prime Consultant must retain copies of all the prime and subconsultant invoices supporting the information tabulated for this progress payment. CMD reserves the right to request and review this information up to three (3) years following project completion and, upon request, Prime Consultant shall submit the requested information to CMD within 10 business days.

- Notes: 1) ALL firms must be CONTINUOUSLY listed on column “A” regardless if a firm is not requesting payment and  
 2) Failure to submit all required information may lead to partial withholding of progress or final payment.

Identify LBE Goal of this contract: %

A	B	C	D	E	F	G	H
Name of Firm. List prime consultant, including each JV partner, and all subconsultants including lower tier LBEs. Indicate if the firm is an LBE.	Service Performed	Amount of Contract or Purchase Order at Time of Award	Amount of Modifications to Date	Total Amount of Contract or Purchase Order to Date +/- Modifications (C + D) or (C-D)	Amount Invoiced this Reporting Period	Amount Invoiced to Date, including Amount Invoiced this Reporting Period (F).	Percent Complete to Date (G÷E)
							%
							%
							%
							%
							%
							%
							%
<b>LBE Sub-Totals</b>							%
<b>Professional Fees</b>							
<b>Reimbursable Expenses</b>							%
<b>CONTRACT TOTALS</b>							%



**FORM 9: CMD PAYMENT AFFIDAVIT**

FOR REFERENCE ONLY. To be submitted electronically using the LBEUTS. FOR INFORMATION VISIT WWW.SFGOV.ORG/LBEUTS.

Consultant or Joint Venture partners must submit this form to the Contract Awarding Authority and CMD within ten (10) working days following receipt of each progress payment from the Contract Awarding Authority. This form must be submitted EVEN if there is no sub payment of this reporting period and until completion of the contract.

TO: Project Manager/Designee  
 Firm: \_\_\_\_\_

COPY TO: CMD Contract Compliance Officer  
 Date: \_\_\_\_\_

List the following information for each progress payment received from the Contract Awarding Authority. Use additional sheets to include complete payment information for all subconsultants and vendors (including lower tiers utilized on this Contract. Failure to submit all required information may lead to partial withholding of progress payment.

Contract Number: \_\_\_\_\_ Contract Name: \_\_\_\_\_

Contract Awarding Department: \_\_\_\_\_

Progress Payment No.: \_\_\_\_\_ Period Ending: \_\_\_\_\_

Amount Received: \$ \_\_\_\_\_ Date: \_\_\_\_\_ Warrant/Check No.: \_\_\_\_\_

Check box and sign below if there is no sub payment for this reporting period.

Subconsultant/Vendor Name	Business Address	Amount Paid	Payment Date	Check Number
		\$		
		\$		
		\$		
		\$		
		\$		
		\$		

I/We declare, under penalty of perjury under the laws of the State of California that the above information is complete, that the tabulated amounts paid to date are accurate and correct.

Prime consultant, including each joint venture partner, must sign this form (use additional sheets if necessary)

\_\_\_\_\_  
 Owner/Authorized Representative (Signature)

\_\_\_\_\_  
 Name (Print) Title

\_\_\_\_\_  
 Firm Name

\_\_\_\_\_  
 Telephone Date

\_\_\_\_\_  
 Owner/Authorized Representative (Signature)

\_\_\_\_\_  
 Name (Print) Title

\_\_\_\_\_  
 Firm Name

\_\_\_\_\_  
 Telephone Date





**FORM 8: CMD EXIT REPORT AND AFFIDAVIT**

Prime Consultant must complete and sign this form (Sections 1 and 4) for each LBE subconsultant (incl. lower tier LBEs). All LBEs must complete and sign Sections 2 and 3 of this form. These forms should be submitted to the Contract Awarding Authority with the final progress payment request.

**TRANSMITTAL**

TO: Project Manager/Designee COPY: CMD Contract Compliance Officer  
 FROM (Consultant): \_\_\_\_\_ Date Transmitted: \_\_\_\_\_

**SECTION 1. Please check this box if there are no LBE subconsultants for this contract:**

Reporting Date: \_\_\_\_\_ Contract Name: \_\_\_\_\_  
 Name of LBE: \_\_\_\_\_ Portion of Work (Trade): \_\_\_\_\_  
 Original LBE Contract Amount: \$ \_\_\_\_\_  
 Change Orders, Amendments, Modifications \$ \_\_\_\_\_  
 Final LBE Contract Amount: \$ \_\_\_\_\_  
 Amount of Progress Payments Paid to Date: \$ \_\_\_\_\_  
 Amount Owning including all Change Orders, Amendments and Modifications \$ \_\_\_\_\_

Explanation by Consultant if the final contract amount for this LBE is less than the original contract amount:

**SECTION 2. Please check one:**

- I did NOT subcontract out ANY portion of our work to another subcontractor.  
 I DID subcontract out our work to:

Name of Firm: \_\_\_\_\_ Amount Subcontracted: \$ \_\_\_\_\_  
 Name of Firm: \_\_\_\_\_ Amount Subcontracted: \$ \_\_\_\_\_

**SECTION 3.**

To be signed by the LBE Subconsultant or vendor:

- I agree  I disagree

Explanation by LBE if it is in disagreement with the above explanation, or with the information on this form. LBE must complete this section within 5 business days after it has received it from the Prime. It is the LBE's responsibility to address any discrepancies within 5 business days concerning the final amount owed. If the LBE fails to submit the form within 5 business days, the Prime will note this on the form and submit the form as is with the final progress payment:

Owner/Authorized Representative (Signature)

Name and Title (Print)

Firm Name

Telephone

Date



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**SECTION 4.**

If this form is submitted without the LBE's signature, the Prime must enclose verification of delivery of this form to the subconsultant.

I declare, under penalty of perjury under the laws of the State of California, that the information contained in Section 1 of this form is complete, that the tabulated amounts paid to date are accurate and correct, and that the tabulated amounts owing will be paid within three (3) days after receipt of the City's final payment under the Contract.

---

Owner/Authorized Representative (Signature)

---

Name and Title (Print)

---

Firm Name

---

Telephone

Date



**FORM 10: CMD CONTRACT MODIFICATION FORM**

Consultant must submit this form with the required supporting documentation when processing amendments, modifications or change orders that cumulatively increase the original contract amount by more than 20%, and then for all subsequent amendments, modifications or change orders. This form must be completed prior to the approval of such amendments, modifications or change orders.

Name of Project/Contract Title: \_\_\_\_\_

Original Contract Amount: \_\_\_\_\_

Contract Amount as Modified to Date: \_\_\_\_\_

Amount of Current Modification Request: \_\_\_\_\_

**REQUIRED ATTACHMENTS:**

1. Revised Form 2A reflecting the new overall contract amounts for the prime consultant, joint venture partners, subconsultants, and vendors.
2. A list of all prior contract amendments, modifications, supplements and/or change orders leading up to this modification, including those leading up to the amendment which increased the original contract amount by more than 20%.
3. A spreadsheet showing each firm's participation for the overall contract, including each firm's participation to date and proposed participation under the modification.
4. A brief description of the work to be performed under this amendment, modification, or change order.

---

\_\_\_\_\_  
Owner/Authorized Representative (Signature)

\_\_\_\_\_  
Name (Print) Title

\_\_\_\_\_  
Firm Name

\_\_\_\_\_  
Telephone Date

\_\_\_\_\_  
Owner/Authorized Representative (Signature)

\_\_\_\_\_  
Name (Print) Title

\_\_\_\_\_  
Firm Name

\_\_\_\_\_  
Telephone Date

