

**REPORT****DATE ISSUED:** April 22, 2009**REPORT NO:** HCR 09-044**ATTENTION:** Chair and Members of the Housing Commission  
For the Agenda of May 15, 2009**SUBJECT:** Architectural Services for Design and Construction Monitoring at the Smart  
Corner (District 2)**REQUESTED ACTION:**

Approval of a "Sole Source" architectural services (A/E) contract to Davis Davis Architects, Inc., a professional architectural firm, for design and construction monitoring of the Economic Development Academy/Housing Help Here spaces at the Smart Corner.

**STAFF RECOMMENDATION:**

- 1) That the Housing Commission approves the A/E contract to Davis Davis Architects, Inc. in an amount not to exceed \$70,000 for the design and construction monitoring of the Economic Development Academy/Housing Help Here spaces at the Smart Corner.
- 2) Authorize that the President and Chief Executive Officer or designee be authorized to execute contract documents, in a form approved by General Counsel, and all necessary documents.

**BACKGROUND:**

On July 23, 2003 and July 29, 2003 the Housing Commission Board and the Housing Authority, respectively, approved a Purchase and Sale Agreement (PSA) between the Housing Commission and Lankford & Associates, Inc., for the Housing Commission's new office facility located at 1122 Broadway in San Diego. Further, the Housing Authority delegated responsibility for all cardinal issues related to the acquisition of the office facility to the Housing Commission.

On November 1, 2006, the Housing Commission took title to the parking garage and office building on time and on budget. The Housing Commission occupies three of the five floors in the Smart Corner building. The ground floor and the second floor are available for lease to other organizations.

The Housing Commission's Economic Development Academy (EDA), which will be occupying 9,296 square feet of the ground floor space, is a one-stop center for workforce development and asset building programs. These services and resources promote and support financial stability, upward mobility and economic independence for low-income adults and youth. The EDA through its partnerships, will offer its participants complementary information on homeownership, financial skills, small business development and educational and vocational trainings.

Housing Help Here, operated by Housing Opportunities Collaborative (HOC), will occupy 2,319 square feet of the ground floor space at the corner of 11<sup>th</sup> and Broadway. HOC is a coalition of housing counseling agencies with a focus on foreclosure prevention that will assist families in making good choices under difficult circumstances by providing credible information and reliable referrals.

April 22, 2009

Architectural Services for Design and Construction Monitoring at the Smart Corner

Page 2

Davis Davis Architects, Inc. will be responsible for designing, creating construction documents, and providing construction monitoring services required to obtain construction permits in order to complete the build out of the EDA/Housing Help Here spaces, which include all remaining ground floor space.

**FISCAL CONSIDERATIONS:**

Funding for this contract is contained in the FY09 Housing Commission budget previously approved by the Housing Commission on April 25, 2008 and the Housing Authority on June 10, 2008.

Neighborhood Networks Grant funds and Section 8 reserves will be utilized for this project.

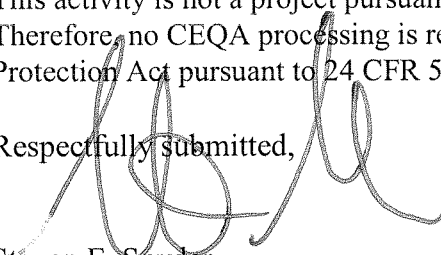
**COMMUNITY PARTICIPATION AND PUBLIC OUTREACH EFFORTS:**

This project has been procured through the sole source methodology (Attachment 2), as Davis Davis Architects, Inc. was involved in the original design of tenant improvements at the Smart Corner.

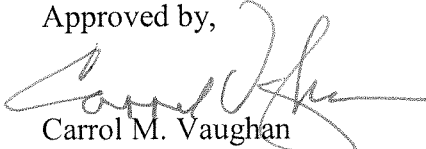
**ENVIRONMENTAL REVIEW:**

This activity is not a project pursuant to State of California Environmental Quality Act (CEQA) Guidelines. Therefore, no CEQA processing is required. This activity is also exempt from the National Environmental Protection Act pursuant to 24 CFR 58.34 (a)(8).

Respectfully submitted,

  
Steven E. Snyder  
Director of Asset Management

Approved by,

  
Carrol M. Vaughan  
Executive Vice President &  
Chief Operating Officer

Attachments: 1) Davis Davis Architects, Inc. Contract  
2) Sole Source Justification Memorandum

Hard copies are available for review during business hours at the Housing Commission offices at 1122 Broadway, San Diego, CA 92101, Main Lobby and at the Office of the City Clerk, 202 C Street, San Diego, CA 92101. You may review complete docket materials on the San Diego Housing Commission website at [www.sdhc.org](http://www.sdhc.org).

# ATTACHMENT No. 1

## SAN DIEGO HOUSING COMMISSION

### AGREEMENT FOR ARCHITECTURAL SERVICES FOR DESIGN AND CONSTRUCTION MONITORING OF THE ECONOMIC DEVELOPMENT ACADEMY/HOUSING HELP HERE AT THE SMART CORNER

WITH

DAVIS DAVIS ARCHITECTS, INC.

**THIS AGREEMENT**, entered into this 18<sup>th</sup> day of May 2009,

between the COMMISSION:

SAN DIEGO HOUSING COMMISSION  
1122 Broadway, Suite 300  
San Diego, California 92101  
(619) 578-7485

and the CONTRACTOR:

DAVIS DAVIS ARCHITECTS, INC.  
3601 Fifth Avenue  
San Diego, CA 92103  
(619) 296-1533

is as follows:

101. Description of Work - CONTRACTOR shall provide architectural services to the COMMISSION: Contractor shall provide to the Commission as generally described in the specifications/scope of services attached hereto. This contract is being procured through a sole source procurement process based upon the provisions of the COMMISSION'S Procurement Policy and based upon the justification on file in the office of the COMMISSION.

Additional description of work, if any, is contained in Attachment 101.

102. Time of Performance - All services required pursuant to this Agreement shall commence effective May 18, 2009, and continue through December 31, 2009. The original term of this Agreement may be extended on the same terms and conditions of this Agreement for an additional period of not to exceed ninety (90) days, by a written notice from the Chief Executive Officer of the COMMISSION to the CONTRACTOR, served before the expiration of the original term of the Agreement. This ninety (90) day extension provision is in addition to options, if any, referenced in Attachment 102.

103. Compensation - The total compensation for all services performed and/or materials and goods supplied pursuant to this Agreement shall not exceed the sum of SEVENTY THOUSAND Dollars and 00/100 (\$70,000). CONTRACTOR acknowledges that the COMMISSION is under no obligation to compensate CONTRACTOR for

services rendered and goods and materials supplied or expenses accrued under this Agreement in excess of the maximum compensation specified above. Payment shall be made after submission of invoices and within thirty (30) days of submission, if approved by the COMMISSION.

Additional compensation terms, if any, are contained in Attachment 103.

104. Contract Requirements. CONTRACTOR agrees to comply with the applicable State and Federal requirements, covenants and conditions (hereinafter "requirements") listed on pages 4, 5,6 and 7 of this Agreement, full copies of which are available in the offices of the COMMISSION. If the source of funding for this Agreement is, in whole or in part, from Federal funds, as referenced below, then all of the requirements referenced on pages 4, 5,6 and 7 shall be applicable. If Federal funds are not used, then the Federal requirements referenced on pages 4, 5, 6 and 7 shall not be applicable, but the remaining requirements shall apply in the execution and performance of this Agreement. The source(s) of funds for this Agreement is/are  Federal  Non-Federal.

105. Insurance Requirements. CONTRACTOR shall obtain a single limit general liability insurance and automobile liability insurance in the minimum amount checked and initialed below. If nothing is checked or indicated below, the limit shall be One Million Dollars (1,000,000.00).

		Initials		Initials
<input type="checkbox"/>	None required	_____	Automotive \$500,000.00	_____
<input checked="" type="checkbox"/>	General Liability \$1,000,000.00	_____	Workers Compensation \$1,000,000	_____

This coverage is in addition to workers compensation insurance and other insurance coverages required by law. The Housing Authority of the City of San Diego ("Authority"), the San Diego Housing Commission ("Commission") and the City of San Diego ("City") shall be named as certificate holders on all insurance policies and shall be named as additional insured on all general liability and automobile policies. The policies shall provide that coverage on all policies may not be canceled, amended, terminated or otherwise modified without thirty (30) days advance written notice to the Authority, the Commission and the City. Coverage shall remain in full force and effect during the entire term of the policy and for such term thereafter as the Commission shall determine.

If the box shown below, marked "Errors and Omissions" is checked and initialed, then professional errors and omissions liability coverage is also required in the amount stated below:

		Initials
<input checked="" type="checkbox"/>	Errors and Omissions <u>\$1,000,000.00</u>	_____

106. Facsimile Approval By General Counsel. Approval of the form of this Agreement and the attachments, if any, may be in the form of a facsimile approval by General Counsel for the Commission. The approval may be executed in counterpart and attached to the original Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year first above written.

COMMISSION:

CONTRACTOR

SAN DIEGO HOUSING COMMISSION

DAVIS DAVIS ARCHITECTS, INC.

By: \_\_\_\_\_  
Carrol Vaughan

By: \_\_\_\_\_

Title: Executive Vice President & COO

Title: \_\_\_\_\_

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

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

Approved as to Form:

Christensen & Spath, LLP

By: \_\_\_\_\_  
General Counsel  
San Diego Housing Commission

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

1. **Preference for Domestic Materials.** Wherever possible in the performance of this Agreement, only unmanufactured materials produced in the United States, and only manufactured materials manufactured in the United States, manufactured substantially from materials produced in the United States shall be used in the performance of the Agreement. Any person who fails to comply with such provision shall not be awarded any contract to which this article applies for a period of three (3) years from the date of the violation. (GOVT CODE - 4304).

2. **Preparation of Written Reports or Documents.** Provided that the total cost for work performed by CONTRACTOR exceeds five thousand dollars (\$5,000) and requires preparation of any document or written report prepared for or under the direction of the COMMISSION, which is prepared in whole or in part by CONTRACTOR or its agents, the document or written report shall contain the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of such document or written report. The contract and subcontract numbers and dollar amounts shall be contained in a separate section of such document or written report. (GOVT CODE -7550).

3. **Equal Opportunity.** During the performance of this Agreement, CONTRACTOR shall comply with all applicable local, State and Federal Equal Opportunity Programs, as well as any other applicable local, state and federal laws. CONTRACTOR shall not discriminate against any person, employee or applicant for employment, or otherwise, because of race, color, religion, ancestry, gender, disability, national origin, or any other basis prohibited by law. CONTRACTOR shall ensure that applicants for employment and employees are treated equally without regard to their race, color, religion, ancestry, gender, disability, national origin, or any other illegal classification.(GOVT CODE 12990).

4. **Notice of Regulations and Requirements Pertaining to Reporting.** CONTRACTOR's performance under this Agreement is subject to State and Federal regulations. CONTRACTOR hereby agrees to comply with all applicable requirements pertaining to reports or documentation required under the terms of this Agreement, if any.

5. **Contract Work Hours and Safety Standards Act.** In the event CONTRACTOR's performance of this Agreement entails the use of laborers or mechanics, and the Agreement is for more than the sum of \$2,500, and uses Federal funds, then CONTRACTOR shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40USC 327-339) as supplemented by Department of Labor regulations (29CFR Part 5).

6. **Patents and Copyrights.** The COMMISSION hereby reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use for government purposes any patents and/or copyrights in any work developed under this Agreement.

7. **Access to and Retention of Records.** CONTRACTOR hereby grants access to "HUD", the United States Department of Housing and Urban Development, the Comptroller General of the United States, the City of San Diego, the Housing Authority, the City of San Diego, the COMMISSION, or their duly authorized representatives, to any books, documents, papers and records of the CONTRACTOR which are directly pertinent to this specific Agreement for the purposes of audits, examinations, excerpts and transcriptions. CONTRACTOR agrees to retain any such records and documents for three (3) years from the date of final payment under this Agreement.

8. **Energy Conservation.** Provided this Agreement uses Federal funds, CONTRACTOR hereby certifies compliance with the mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

9. **Termination.** The COMMISSION, thirty (30) days after mailing written notice to CONTRACTOR, may terminate this Agreement, in whole or in part, when it is in the COMMISSION's interest. If this Agreement is terminated, the COMMISSION shall be liable only for payment under the payment provisions of this Agreement for services, work and/or supplies, rendered and/or supplied before the effective date of termination. This Agreement may be terminated without

notice, by the COMMISSION, upon the cessation of funding of the state, local or federal program, which funds this Agreement.

**10. Status of CONTRACTOR.** This Agreement calls for the performance of the services, work and/or supplying goods and/or materials by the CONTRACTOR as an independent contractor. CONTRACTOR will not be considered an employee of the COMMISSION for any purpose.

**11. Conflict of Interest.** For the duration of this Agreement, the CONTRACTOR will not act as a consultant or perform services of any kind for any person or entity which would conflict with the services to be provided herein, or place the CONTRACTOR in positions adverse, hostile or incompatible with the interests of the COMMISSION, the Authority, or the City of San Diego.

**12. CONTRACTOR's Liability.** CONTRACTOR shall be responsible for all injuries to persons and for all damages to real or personal property of the COMMISSION or others, caused by or resulting from the negligence of itself, its employees, or its agents during the progress of or connected with the rendition of services hereunder. CONTRACTOR shall indemnify, hold harmless, and defend the San Diego Housing Commission, the Housing Authority of the City of San Diego, the City of San Diego, and all officers and employees of each agency from and against any and all liability, claims, costs (including reasonable attorney's fees), damages, expenses and causes of action for damages to real or personal property, or personal injury to any person(s) resulting, in whole or in part, from the negligence of CONTRACTOR, its employees or its agents; or for any breach of any obligations, duties or covenants of CONTRACTOR under this Agreement or transactions related to it.

**13. Subcontracting/Assignability.** No services or work covered by this Agreement may be subcontracted, nor may any interest in this Agreement be assigned or transferred (whether by assignment or novation) without the prior written approval of the COMMISSION.

**14. Insurance.** CONTRACTOR shall maintain all insurance required by State and Federal law, including, but not limited to, Worker's Compensation, public liability and property damage insurance, and automobile liability insurance as referenced in Section 105, hereof. The COMMISSION shall be named as an additional insured on all policies and shall receive thirty (30) days advance notice prior to the cancellation of or amendment to any such policies. The Housing Authority of the City of San Diego ("Authority"), the San Diego Housing Commission ("Commission") and the City of San Diego ("City") shall be named as certificate holders on all insurance policies and shall be named as additional insured on all general liability and automobile policies. The policies shall provide that coverage on all policies may not be canceled, amended, terminated or otherwise modified without thirty (30) days advance written notice to the Authority, the Commission and the City. Coverage shall remain in full force and effect during the entire term of the policy and for such term thereafter as the Commission shall determine.

**15. Agreement Governed by Law of State of California.** This Agreement and its performance and all suits and special proceedings under this Agreement shall be construed in accordance with the laws of the State of California and the United States of America.

**16. Interest of Member of Congress.** No member or delegate to the Congress of the United States of America or Resident Commissioner shall be admitted to any share or part of this Agreement or to any benefit to arise there from, but this provision shall not be construed to extend to this Agreement if made with a corporation for its general benefit.

**17. Interest of Current or Former Members, Officers, Employees.** No member, officer or employee of the COMMISSION, no member of the governing body of the locality in which the work is situated, no member of the governing body in which the COMMISSION was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the assignment of work, shall, during his or her tenure, or for one (1) year thereafter, have any interest, direct or indirect, in this Agreement or the proceeds thereof. Any violation of this section shall result in unilateral and immediate termination of this Agreement by the COMMISSION.

**18. Drug-free Workplace.** CONTRACTOR shall certify to the COMMISSION that it will provide a drug-free workplace and will comply with all State and Federal requirements pertaining to maintenance of a drug-free workplace.

**19. Section 3 Agreement Clauses (if Agreement funded with Federal funds and as applicable).**

(a) The work to be performed under this Agreement is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

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

(c) The CONTRACTOR agrees to send to each labor organization or representative of workers with which the CONTRACTOR has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the CONTRACTOR's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

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

(e) The CONTRACTOR will certify that any vacant employment positions, including training positions, that are filled (1) after the CONTRACTOR is selected but before the Agreement is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the CONTRACTOR's obligations under 24 CFR part 135.

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

(g) With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this Agreement. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment subcontracts shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this Agreement that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

**20. Lobbying Provisions.** CONTRACTOR hereby certifies to the COMMISSION, under penalty of perjury, under the terms of applicable federal law, that at all applicable times before, during and after the term of the Agreement, that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in



connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative contract, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative contract;

(b) If any funds other than Federal appropriated funds have been paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Agreement, grant, loan or cooperative contract, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

(c) CONTRACTOR will require that the above stated language be included in the award documents for all subawards at all tiers, including subcontracts, subgrants, loans, contracts, and cooperative contracts concerning the subject matter of this Agreement; and

(d) Further, CONTRACTOR and all subrecipients, at all times, shall certify compliance with the provisions of 31 USC 1352 and any and all terms and conditions of the Byrd Anti-Lobbying Amendment, as amended from time to time.

**21. Entire Agreement.** This Agreement represents the sole and entire Agreement between the COMMISSION and CONTRACTOR and supersedes all prior negotiations, representations, agreements, arrangements or understandings, either oral or written, between or among the parties hereto, relating to the subject matter of this Agreement, which are not fully expressed herein. No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of both the COMMISSION and CONTRACTOR.

**22. Attorneys' Fees and Costs.** The prevailing party in litigation for the breach and/or interpretation and/or enforcement of the terms of this Agreement shall be entitled to their expert witness fees, if any, as part of their costs of suit, and reasonable attorneys' fees as may be awarded by the court, pursuant to California Code of Civil Procedure ("C.C.P.") Sections 1717, 1032, 1033 and 1033.5 and any other applicable provisions of California law, including, without limitation, the provisions of C.C.P. Section 998.

**23. Disputes.** Provided that any source of funds for this Agreement is obtained from Federal sources, then this Agreement shall be subject to the Contract Disputes Act of 1978, as amended, (41U.S.C. 601-613), and except as expressly otherwise provided in the Act, all disputes arising under or relating to this Agreement shall be resolved under the terms of this clause by litigation in State Court. If this Agreement is solely funded from Non-Federal funds, then all disputes shall be resolved by litigation in San Diego County Superior Court, Downtown Branch, after first attempting resolution of the dispute through non-binding mediation.

**24. Labor Provisions.** It is the responsibility of the CONTRACTOR and the CONTRACTOR shall be fully aware of and shall comply with each and every requirement of State, Federal and Local law concerning the provision of labor concerning this Agreement, including but not limited to, the payment of applicable wage rates, if any.

**25. Notices.** Notices to the parties shall, unless otherwise requested in writing, be sent to the COMMISSION and the CONTRACTOR at the addresses stated on page 1.

ATTACHMENT SECTION 101

ADDITIONAL DESCRIPTION OF WORK

Section 101. Description of Work (Continued from Page 1):

This continuation of the description of work is expressly incorporated into the Agreement and is a continuation of the provisions set forth in Page 1 of this Agreement.

CONTRACTOR shall perform architectural services and shall be responsible for designing, creating construction documents, and providing construction monitoring required to obtain a construction permit to complete the build out of 11,615 SF Economic Development Academy/Housing Help Here tenant improvements. CONTRACTOR shall work closely with San Diego Housing Commission in order to meet budget and aesthetic constraints. The fees includes work performed by CONTRACTOR and consultants through the completion of the project, but does not include work performed by design-build contractors that the SDHC brings on board. CONTRACTOR shall, however, assist in the coordination and monitoring of work. It is assumed that CONTRACTOR work shall begin with an approved space plan from the latest space plan of May 18, 2009.

CONTRACTOR'S scope of work does not include selection of work stations and furniture design and selection or any other Furniture/Fixtures/Equipment (FFE) items.

CONTRACTOR has included in their fee five design meetings with the Housing Commission in order to establish design direction. Once construction begins, the number of meetings is included in the Construction Administration phase.

CONTRACTOR has assumed that they will be performing Construction Management monitoring duties while the project is in construction.

SCHEDULE:

CONTRACTOR understands that time is of the essence in the performance of this contract and the related construction. CONTRACTOR will endeavor to have occupancy by mid July 2009.

Indicate Approval by Initials Below:

Housing Commission \_\_\_\_\_

Davis Davis Architects, Inc. \_\_\_\_\_

General Counsel \_\_\_\_\_

ATTACHMENT SECTION 103  
ADDITIONAL COMPENSATION TERMS

Section 103. Compensation. (Continued from Page 1):

FEE

The not to exceed fees for the scope of work described herewith is outlined as such:

Schematic Design	\$11,000
Design Development	\$14,500
Construction Documents	\$22,500
Construction Administration	\$12,000
Reimbursables	\$10,000
Total	<b><u>\$70,000</u></b>

REIMBURSABLE EXPENSES:

The following project related costs shall be reimbursed at cost plus 10% and are included in the Fee for professional services:

- City permitting fees.
- Cost of copies of drawings, specifications, reports and cost estimates.
- Costs of commercial carrier, lodging, car rental, and parking, and out-of-pocket expenses.
- Cost of postage and shipping expenses other than first class mail.
- Costs of professional models and renderings.
- Long distance telephone charges and fax charges.
- Mileage (over 30 miles away). Standard fares per latest IRS table
- Photographic services and film processing.
- Promotional materials.
- Other Miscellaneous Direct Expenses

The following project related expenses shall be reimbursed at cost plus 15% and are billed pursuant to the following schedule:

- Sub-Consultant Expenses (if authorized, in advance and in writing by the COMMISSION)

ATTACHMENT SECTION 103

ADDITIONAL COMPENSATION TERMS

Section 103. Compensation. (Continued from Page 1):

STATEMENTS:

Fees for professional services and reimbursable costs shall be billed monthly. The amount of fee will be defined by the hours of work performed within each task.

Indicate Approval by Initials Below:

Housing Commission \_\_\_\_\_

Davis Davis Architects, Inc. \_\_\_\_\_

General Counsel \_\_\_\_\_

ATTACHMENT SECTION 103  
ADDITIONAL COMPENSATION TERMS

STANDARD HOURLY BILLING RATES:

Bob Davis	\$205
Design Principal (Laurie)	\$170
Senior Project Manager (Mark)	\$150
Senior Project Architect (Matt & Celina)	\$135
Designer (Wess)	\$ 85
Senior Drafter (CADD)	\$ 85
CADD Drafter (Wess Nozomi)	\$ 75

Indicate Approval by Initials Below:

Housing Commission \_\_\_\_\_

Davis Davis Architects, Inc. \_\_\_\_\_

General Counsel \_\_\_\_\_

## ATTACHMENT NO. 2

### MEMORANDUM

Date: April 21, 2009

To: File

From: Steve Snyder, Director of Asset Management

Subject: Davis Davis Architects, Inc. Sole Source Procurement Justification

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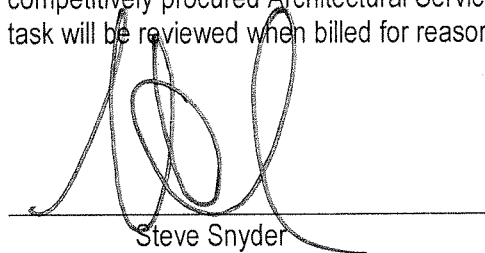
In accordance with applicable HUD regulation and San Diego Housing Commission Administrative Regulation (AR203.100, paragraph 3.5), this shall serve as the Sole Source Justification in the support of the non-competitive award of contract to Davis Davis Architects, Inc. in an amount not to exceed Sixty Thousand Dollars and 00/100 (\$60,000.00). Work shall include but not be limited to "comprehensive architectural consulting and construction monitoring services relating to the tenant improvements for the Economic Development Academy/ground floor space at the Commission's office facility located at 1122 Broadway, San Diego, and known as the Smart Corner."

AR 203.100, paragraph 3.5 (5) – "In case of consultant services, there is a bona fide requirement for the special expertise of the particular individual or firm."

Davis Davis Architects, Inc. was involved in the original design of tenant improvements at the Smart Corner Office Building at 1122 Broadway, San Diego, are intimate with the design complexity of the entire building/project, and are immediately available to do the work.

The time and cost to get a new Architect up to speed will delay the leasing of the space and will result in additional cost to the Housing Commission, which can be avoided by the utilization of the Sole Source method of procurement.

Cost and Price Analysis – This contract is a "not to exceed contract" based on actual hours worked at agreed upon hourly rates. Rates are "equal to or less than" those currently being paid by the Commission in its competitively procured Architectural Services contract with M.W. Steele, Inc. The number of hours worked per task will be reviewed when billed for reasonableness.



Steve Snyder  
Director of Asset Management



Carrol Vaughan  
Executive Vice President/Chief Operating Officer