

EXECUTIVE SUMMARY**DATE ISSUED:** January 14, 2010**REPORT NO:** HCR 10-023**ATTENTION:** Chair and Members of the Housing Commission
For the Agenda of February 19, 2010**SUBJECT:** Award of Contract for Architectural/Green Sustainability Consulting Services**SUMMARY:**

Carrier Johnson, Inc. will create standards to be utilized by staff in the operation of various real estate related programs. Carrier Johnson, Inc. experience includes standards for site selection objectives and preferences, building and individual unit design including size and features, resident amenities and facilities, outdoor space, parking, building materials, products and systems, sustainability and conservation opportunities, landscape design, irrigation and maintenance including water conservation.


STAFF RECOMMENDATION:

- 1) That the Housing Commission approve the architectural services contract to Carrier Johnson, Inc. in the amount of \$99,400 for the creation of architectural green/energy sustainability standards for the Housing Commission's programs.
- 2) Authorize the President and Chief Executive Officer or designee to execute contract documents with Carrier Johnson, Inc. in a form approved by General Counsel, including all other necessary documents.

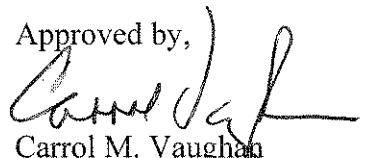
FISCAL CONSIDERATIONS:

Funding for this contract is included in the FY10 Housing Commission budget previously approved by the Housing Commission and the Housing Authority on May 15, 2009, and June 16, 2009, respectively.

Respectfully submitted,


D. Lawrence Clemens
Senior Vice President

Approved by,


Carrol M. Vaughan
Executive Vice President &
Chief Operating Officer

REPORT**DATE ISSUED:** January 14, 2010**REPORT NO:** HCR10-023**ATTENTION:** Chair and Members of the Housing Commission
For the Agenda of February 19, 2010**SUBJECT:** Award of Contract for Architectural/Green Sustainability Consulting Services**REQUESTED ACTION:**

Approve the award of an architectural services contract to Carrier Johnson, Inc. for the creation of architectural green/energy sustainability standards and guidelines to be used in the acquisition, rehabilitation, new construction, and residential property management programs.

STAFF RECOMMENDATION:

- 1) That the Housing Commission approve the architectural services contract to Carrier Johnson, Inc. in the amount of \$99,400 for the creation of architectural green/energy sustainability standards for the Housing Commission's programs.
- 2) Authorize the President and Chief Executive Officer or designee to execute the contract with Carrier Johnson, Inc. in a form approved by General Counsel substantially similar to the form appearing as Attachment No. 1, including all other necessary documents.

BACKGROUND:

The architectural firm responsive to and interviewed for this contract was Fehlman LaBarre, Inc. On January 21, 2010, the Housing Commission was informed that Fehlman LaBarre Architects, Inc. will merge with another firm effective February 1, 2010. The resulting entity is Carrier Johnson, Inc. Fehlman LaBarre, Inc. has informed staff that the same principal and team members proposed by Fehlman LaBarre, Inc. are available to perform work under a contract awarded to Carrier Johnson, Inc. Considering the foregoing, staff recommend the contract be awarded to the resulting entity, Carrier Johnson, Inc. The Housing Commission has the ability to approve assignments of contract rights under the San Diego Municipal Code.

Carrier Johnson, Inc. will create standards to be utilized by staff in the operation of various real estate related programs. The work of Carrier Johnson, Inc. includes standards for site selection objectives and preferences, building and individual unit design including size and features, resident amenities and facilities, outdoor space, parking, building materials, products and systems, sustainability and conservation opportunities, landscape design, irrigation and maintenance including water conservation.

FISCAL CONSIDERATIONS:

Funding for this contract is included in the FY10 Housing Commission budget previously approved by the Housing Commission and the Housing Authority on May 15, 2009, and June 16, 2009, respectively.

COMMUNITY PARTICIPATION AND PUBLIC OUTREACH EFFORTS:

On July 29, 2009, a Request for Qualifications (RFQ) for Architectural/Green Sustainability Consulting Services was issued. Bid advertisements were placed in the *San Diego Union Tribune*, *La Prensa*, *San Diego Daily Transcript* and the *San Diego Voice and View Point*. During the proposal period a total of seventy-four (74) proposal packages were provided to interested firms and planrooms.

At the close of solicitations on August 28, 2009, fourteen (14) proposals were received and on October 5, 2009, the Proposal Evaluation Committee met to rank and short list proposals based on Qualifications and Experience. Proposals were received from the following firms:

Architectural Firm	Responsive Bidder	DBE	Total Score
Fehlman LaBarre Architects, Inc.	Yes	No	100
Paladino & Company, Inc.	Yes	No	98
Zagrodnik + Thomas Architects, LLP	Yes	Yes	94
Baucentrum Urban Studio	No	No	90
Tucker Sadler	Yes	Yes	86
Davis Davis Architects	Yes	No	80
M.W. Steele Group, Inc.	Yes	No	80
Sillman Wright Architects	Yes	No	80
HMG Heschong Mahone Group, Inc.	Yes	No	76
Laurie C. Fisher, AIA - ARCHITECT	Yes	No	75
CamiDESIGN	Yes	Yes	60
Gates and Brown Architects	Yes	No	60
HVH ReEngineering	Yes	No	60
obrARCHITECTURE, Inc.	Yes	Yes	60

On October 21, 2009, members of the Proposal Evaluation Committee interviewed the four (4) short list architectural firms. Interviews were conducted with Fehlman LaBarre Architects, Inc., Paladino & Company Inc., Zagrodnik + Thomas Architects, LLP and Baucentrum Urban Studio. Immediately following the interviews, it was determined that the proposal submitted by Baucentrum Urban Studio was non-responsive.

Based on the above, the Proposal Evaluation Committee recommended the commencement of negotiations with Fehlman LaBarre Architects, Inc., which resulted in the proposed contract. As discussed above, Fehlman LaBarre Architects, Inc. has merged and the contract should be awarded to the resulting entity, which is Carrier Johnson, Inc.

January 14, 2010

Award of Contract for Architectural/Green Sustainability Consulting Services

Page 3

ENVIRONMENTAL REVIEW:

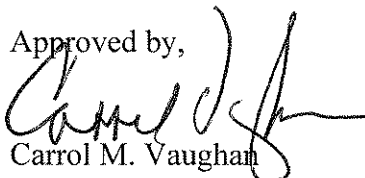
The proposed activity is not a project pursuant to the California Environmental Quality Act (CEQA); therefore, no CEQA environmental review is required. Because no federal funding is involved in this activity, processing under the National Environmental Policy Act is not required.

Respectfully submitted,



D. Lawrence Clemens
Senior Vice President

Approved by,



Carrol M. Vaughan
Executive Vice President &
Chief Operating Officer

Attachment: 1 – Contract

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.

ATTACHMENT NO. 1

SAN DIEGO HOUSING COMMISSION

AGREEMENT FOR ARCHITECTURAL/GREEN SUSTAINABILITY CONSULTING SERVICES

WITH

CARRIER JOHNSON, INC.

THIS AGREEMENT, entered into this 22nd day of February 2010

between the COMMISSION:

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

and the CONTRACTOR:

CARRIER JOHNSON, INC.
1301 Third Avenue
San Diego, CA 92101
(619) 234-0789

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.

☒ 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 February 22, 2010, and continue through June 30, 2011. 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 be NINETY NINE THOUSAND FOUR HUNDRED AND 00/100 Dollars (\$99,400). 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.

ATTACHMENT NO. 1

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	_____	<input checked="" type="checkbox"/> Automotive \$500,000.00	_____
<input checked="" type="checkbox"/> General Liability \$1,000,000.00	_____	<input checked="" type="checkbox"/> 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 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 \$1,000,000.00	_____

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.

ATTACHMENT NO. 1

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

CARRIER JOHNSON, 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: _____

ATTACHMENT NO. 1

General Provisions

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 of 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

ATTACHMENT NO. 1

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 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. For any claims arising out of or in connection with CONTRACTOR's performance under this Agreement, the insurance required to be purchased and maintained by the CONTRACTOR shall be primary and non-contributory to any insurance carried by the COMMISSION, the Authority and/or the City. All insurance required to be purchased and maintained by the CONTRACTOR shall be endorsed with a waiver of subrogation. CONTRACTOR's insurers, in their endorsements, agree to waive all rights of subrogation against the COMMISSION, the Authority, the City, and their employees and agents for losses paid by CONTRACTOR's insurers that arise out of or in connection with CONTRACTOR's performance under this Agreement.

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.

ATTACHMENT NO. 1

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.

ATTACHMENT NO. 1

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 NO. 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 provide the following Scope of Services:

I. Organizational Meetings and Research and Analysis

1. CONTRACTOR shall meet with staff to discuss SDHC's objectives, priorities, and confirm direction.
2. CONTRACTOR shall prepare table of contents and presentation format of the Architectural/Green Sustainability Development Standards and Guidelines.
3. CONTRACTOR shall conduct internal workshop meetings with Architect's consultants to review project objectives, identify opportunities, and establish direction.
4. CONTRACTOR shall research existing applicable codes and standards and identify relevant guidelines and standards.
 - a. Cal HFA
 - b. HUD
 - c. LEED
 - d. California Green Building Code (Adoption January 2011)
 - e. SDG&E
 - f. HCD (California)
 - g. Other
5. CONTRACTOR shall conduct workshop meetings with SDHC's staff, Architect, and Architect's consulting team to review outline Table of Contents, research findings, and development opportunities for the following:
 - a. Site selection objectives and preferences.
 - b. Building and individual unit design including size and features.
 - c. Resident amenities and facilities.
 - d. Outdoor space.
 - e. Parking.
 - f. Building materials, products, and systems.
 - g. Sustainability and conservation opportunities.
 - h. Landscape design, irrigation and maintenance including water conservation.
6. CONTRACTOR shall prepare summary of meeting minutes of workshop.
7. CONTRACTOR shall prepare a presentation to SDHC Ad Hoc Committee.

ATTACHMENT NO. 1

ATTACHMENT SECTION 101

ADDITIONAL DESCRIPTION OF WORK

Section 101. Description of Work (Continued):

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 provide the following Scope of Services:

II. Draft Development Guidelines and Standards

1. CONTRACTOR shall schedule meetings and interview several affordable housing developers to review the objectives of the SDHC Development Standards and Guidelines and receive comments.
2. Based on workshop(s) outcomes and developer interviews, CONTRACTOR shall prepare a draft Development Guidelines and Standards, including text, illustrations and photographs based on workshop(s) outcomes and developer interviews.
 - a. Site selection.
 - b. Building design and quality of living.
 - c. Building materials, products, and systems including sustainable/conservation components.
 - d. Landscape design, irrigation and maintenance.
3. CONTRACTOR shall coordinate with architect's consultant team.
4. CONTRACTOR shall meet with SDHC's staff to review draft Development Guidelines and Standards.
5. CONTRACTOR shall make revisions to draft Development Guidelines and Standards based on SDHC's staff comments.
6. CONTRACTOR shall make a presentation to SDHC Ad Hoc Committee.
7. CONTRACTOR shall coordinate meetings and review with affordable housing developers and beta-test effectiveness and/or deficiencies of the Development Guidelines and Standards.
8. CONTRACTOR shall revise the draft Development Guidelines and Standards based on Board and Developers' comments.
9. CONTRACTOR shall coordinate meetings with SDHC's staff.
10. CONTRACTOR shall coordinate meetings with architect's consultant team.
11. CONTRACTOR shall prepare final Development Guidelines and Standards.

ATTACHMENT NO. 1

ATTACHMENT SECTION 101

ADDITIONAL DESCRIPTION OF WORK

Section 101. Description of Work (Continued):

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 provide the following Scope of Services:

III. Meetings, Coordination and Final Presentation

1. CONTRACTOR shall prepare powerpoint presentation of Development Guidelines and Standards to be presented to SDHC's Board.
2. CONTRACTOR shall prepare a summary outline of green, sustainable, and conservation concepts and User's Guide for Property Management's distribution to residents.
3. CONTRACTOR shall coordinate with SDHC's staff and SDHC's web builder for incorporation in existing website.

Indicate Approval by Initials Below:

Housing Commission

Carrier Johnson, Inc.

General Counsel

ATTACHMENT NO. 1

ATTACHMENT SECTION 103 ADDITIONAL COMPENSATION TERMS

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

Breakdown by Phase

I. Organizational meetings, research and analysis	\$15,400
II. Draft Development Guidelines and Standards	\$74,000
III. Final meetings, coordination and presentation	<u>\$10,000</u>
Total Fee	\$99,400

Breakdown by Discipline

Architect	\$62,500
Mechanical, electrical and plumbing consultant	\$ 9,700
Energy and sustainability consultant	<u>\$ 3,300</u>
Landscape Design Consultant	\$11,200
Constructability Consultant	\$ 9,700
Property Management Consultant	<u>\$ 3,000</u>
Total Fee	99,400

Indicate Approval by Initials Below:

Housing Commission	_____
Carrier Johnson, Inc.	_____
General Counsel	_____