

File No. 091054

Committee Item No. 5

Board Item No. _____

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee BUDGET AND FINANCE

Date 10/14/09

Board of Supervisors Meeting

Date _____

Cmte Board

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Completed by: Gail Johnson

Date 10/9/09

Completed by: _____

Date _____

An asterisked item represents the cover sheet to a document that exceeds 25 pages. The complete document is in the file.

1 [Charter Section 9.118(a) approval of Department of Building Inspection contracts to provide
2 plan review and field inspection services to the Transbay Joint Powers Authority, the Treasure
3 Island Development Authority, the Port, and the San Francisco Public Utilities Commission.]

4 **Resolution approving four Department of Building Inspection interagency agreements**
5 **to provide plan review and field inspection services to the Transbay Joint Powers**
6 **Authority, the Treasure Island Development Authority, the Port, and the San Francisco**
7 **Public Utilities Commission, respectively, per Charter Section 9.118(a).**

8
9 WHEREAS, The San Francisco Department of Building Inspection has entered into an
10 agreement to provide plan review and field inspection services to the Transbay Joint Powers
11 Authority ("TJPA Agreement"), a copy of which is on file with the Clerk of the Board of
12 Supervisors in File No. , which is hereby declared to be a part of this resolution as if set
13 forth fully herein; and

14 WHEREAS, The San Francisco Department of Building Inspection has entered into an
15 agreement to provide plan review and field inspection services to the Treasure Island
16 Development Authority ("TIDA Agreement"), a copy of which is on file with the Clerk of the
17 Board of Supervisors in File No. , which is hereby declared to be a part of this resolution
18 as if set forth fully herein; and

19 WHEREAS, The San Francisco Department of Building Inspection has entered into an
20 agreement to provide plan review and field inspection services to the San Francisco Port
21 Authority ("Port Agreement"), a copy of which is on file with the Clerk of the Board of
22 Supervisors in File No. , which is hereby declared to be a part of this resolution as if set
23 forth fully herein; and

1 Utilities Commission ("SFPUC Agreement"), a copy of which is on file with the Clerk of the
2 Board of Supervisors in File No. _____, which is hereby declared to be a part of this
3 resolution as if set forth fully herein; now, therefore, be it

4 RESOLVED, That the Board of Supervisors approves the TJPA Agreement, the TIDA
5 Agreement, the Port Agreement, and the SFPUC Agreement, respectively, in substantially the
6 form presented to this Board.


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MEMORANDUM

DATE: September 25, 2009

TO: Honorable John Avalos, Board of Supervisors
Gail Johnson, Clerk of the Board

FROM: Vivian L. Day, C.B.O. & Director of the Department of Building Inspection 

RE: Proposed Amendment of Resolution 091054 Approval of Department of Building Inspection Contracts to Provide Plan Review and Final Inspection Services

Supervisor Avalos:

Pursuant to advice from Deputy City Attorney Andrew Garth, the Department of Building Inspection herein respectfully requests consideration of an Amendment of the Whole by the Budget and Finance Committee of Resolution 091054. The amendment deletes references to the Memoranda of Understanding with the Port of San Francisco, the San Francisco Public Utilities Commission and with the Treasure Island Development Authority.

Charter 9.118(a) requires Board approval of all "contracts" by Departments that result in revenue of more than \$1M. Upon further review Mr. Garth has determined that interdepartmental agreements between City departments are not "contracts" because, from a contracting perspective, all City departments are the same entity (the City acts by and through its different departments).

Thank you, as always, for your consideration and support of the Department. Please call me if you have questions about this matter at 415/558-6131.

1 [Charter Section 9.118(a) approval of Department of Building Inspection contracts to provide
2 plan review and field inspection services to the Transbay Joint Powers Authority, the Treasure
3 Island Development Authority, the Port, and the San Francisco Public Utilities Commission.]

4 **Resolution approving four a Department of Building Inspection interagency agreements**
5 **to provide plan review and field inspection services to the Transbay Joint Powers**
6 **Authority, the Treasure Island Development Authority, the Port, and the San Francisco Public**
7 **Utilities Commission, respectively, per as required by Charter Section 9.118(a).**

8
9 WHEREAS, The San Francisco Department of Building Inspection has entered into an
10 agreement ("TJPA Agreement") to provide plan review and field inspection services to the
11 Transbay Joint Powers Authority ("TJPA Agreement"), a copy of which is on file with the Clerk
12 of the Board of Supervisors in File No. _____, which is hereby declared to be a part of
13 this resolution as if set forth fully herein; now, therefore, be it

14 ~~WHEREAS, The San Francisco Department of Building Inspection has entered into an~~
15 ~~agreement to provide plan review and field inspection services to the Treasure Island~~
16 ~~Development Authority ("TIDA Agreement"), a copy of which is on file with the Clerk of the~~
17 ~~Board of Supervisors in File No. _____, which is hereby declared to be a part of this~~
18 ~~resolution as if set forth fully herein; and~~

19 ~~WHEREAS, The San Francisco Department of Building Inspection has entered into an~~
20 ~~agreement to provide plan review and field inspection services to the San Francisco Port~~
21 ~~Authority ("Port Agreement"), a copy of which is on file with the Clerk of the Board of~~
22 ~~Supervisors in File No. _____, which is hereby declared to be a part of this resolution~~
23 ~~as if set forth fully herein; and~~

24 ~~WHEREAS, The San Francisco Department of Building Inspection has entered into an~~
25 ~~agreement to provide plan review and field inspection services to the San Francisco Public~~

1 ~~Utilities Commission ("SFPUC Agreement"), a copy of which is on file with the Clerk of the~~
2 ~~Board of Supervisors in File No. _____, which is hereby declared to be a part of this~~
3 ~~resolution as if set forth fully herein; now, therefore, be it~~

4 RESOLVED, That the Board of Supervisors approves the TJPA Agreement, ~~the TIDA~~
5 ~~Agreement, the Port Agreement, and the SFPUC Agreement, respectively, in substantially the~~
6 form presented to this Board.

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1 [Charter Section 9.118(a) approval of a Department of Building Inspection contract to provide
2 plan review and field inspection services to the Transbay Joint Powers Authority.]

3 **Resolution approving a Department of Building Inspection interagency agreement to**
4 **provide plan review and field inspection services to the Transbay Joint Powers**
5 **Authority, as required by Charter Section 9.118(a).**
6

7 WHEREAS, The San Francisco Department of Building Inspection has entered into an
8 agreement ("TJPA Agreement") to provide plan review and field inspection services to the
9 Transbay Joint Powers Authority, a copy of which is on file with the Clerk of the Board of
10 Supervisors in File No. _____, which is hereby declared to be a part of this resolution
11 as if set forth fully herein; now, therefore, be it

12 RESOLVED, That the Board of Supervisors approves the TJPA Agreement in
13 substantially the form presented to this Board.
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Item 5 - File 09-1054

Note: An Amendment of the Whole for File 09-1054 will be introduced at the October 14, 2009 Budget and Finance Committee Meeting. The following report is based on the Amendment of the Whole.

Department: Department of Building Inspection (DBI)

Item: Resolution approving a Department of Building Inspection (DBI) interagency agreement between the DBI and the Transbay Joint Powers Authority for the DBI to provide plan review and field inspection services to the Transbay Joint Powers Authority for the purpose of ensuring that the new Transbay Transit Center is in compliance with the City's Building and Planning Codes.

Background: According to Ms. Joyce Oishi, Program Coordinator for the Transbay Joint Powers Authority, to ensure compliance with governing codes and standards, such as the San Francisco Building Inspection Commission Codes including the building, plumbing, mechanical and electrical codes and the National Fire Protection 130 standard¹, the proposed interagency agreement between the DBI and the Transbay Joint Powers Authority would authorize the DBI to provide various plan review and field inspection services to the Transbay Joint Powers Authority for the Transbay Transit Center Program. The Transbay Joint Powers Authority is a collaboration of local, regional and State-run government and transportation agencies², which have responsibility to design, build, operate and maintain the new Transbay Transit Center and its associated facilities in downtown San Francisco. The Transbay Joint Powers Authority Board of Directors for the Transbay Transit Center Program consists of five appointed members and one ex officio member from the California State Department of

¹ The National Fire Protection 130 standard covers fire protection requirements for (a) underground, surface, and elevated fixed guideway transit and passenger rail systems, and (b) life safety from fire in fixed guideway transit and passenger rail system stations, trainways, vehicles, and outdoor vehicle maintenance and storage areas.

² Local regional and State-run government and transportation agencies include the City's Municipal Transportation Agency (MTA), the Office of the Mayor, the Board of Supervisors, the Alameda-Contra Costa Transit District (AC Transit); the Peninsula Corridor Joint Powers Board-Caltrain, the San Mateo County Transit District, the Santa Clara Valley Transportation Authority, and the State of California Department of Transportation

Transportation³. The Transbay Transit Center Program will include a new central downtown bus and rail transit center, by designing and building (a) initially, a temporary transit terminal located on the block bounded by Main Street, Howard Street, Beale Street and Folsom Street, (b) a permanent new Transbay Transit Center located at First Street and Mission Street, (c) elevated bus ramps leading to the new Transbay Transit Center, (d) new bus storage facilities, and (e) an underground rail extension leading from Fourth Street and Townsend Street to the new Transbay Transit Center.

Description:

The proposed resolution would approve an interagency agreement between the Department of Building Inspection (DBI) and the Transbay Joint Powers Authority for the DBI to provide plan review and field inspection services to the Transbay Joint Powers Authority in connection with the new Transbay Transit Center to ensure that this facility is in compliance with governing codes and standards, such as the San Francisco Building Inspection Commission Codes and the National Fire Protection 130 standard.

The proposed interagency agreement does not specify a designated term period. As stated in the interagency agreement, the effective date will commence when the proposed interagency agreement is (a) signed by both parties and (b) approved by the Board of Supervisors. Also stated in the interagency agreement, either the Transbay Joint Powers Authority or the DBI can terminate the interagency agreement with a 15-day written notice.

The DBI will charge the Transbay Joint Powers Authority the various plan review and inspection fees, as listed in the Attachment to this report, provided by Ms. Pamela Levin, Financial Services Manager for the DBI, for each plan review and field inspection service provided. The plan review and field inspection service fees will be billed based on the fee schedule that is in effect at that time.

³ The Transbay Joint Powers Authority Board of Directors includes (a) Nathaniel Ford, Sr., appointed by the MTA Board of Directors, (b) Elsa Ortiz, appointed by the Alameda-Contra Costa Transit District, (c) Mark Church, appointed by the Peninsula Corridor Joint Powers Board, (d) Michael Cohen, appointed by the Mayor, (e) Supervisor Daly, appointed by the Board of Supervisors, and (f) Bijan Sartipi, the ex officio member from the California State Department of Transportation

The existing fee schedule, shown in the Attachment, was previously approved by the Board of Supervisors on August 18, 2008, and became effective September 2, 2009, as specified in Section 110A of the City's Building, Electrical, Housing, Mechanical and Plumbing Codes.

Under the proposed interagency agreement, the various plan review that the DBI would provide to the Transbay Joint Powers Authority for the Transbay Transit Center Program include (a) architectural plan reviews (including disabled access, civil, and landscaping), (b) structural plan reviews, (c) mechanical plan reviews, (d) plumbing plan reviews and (e) electrical plan reviews. In addition, the various inspection services that the DBI would provide to the Transbay Joint Powers Board for the Transbay Transit Center Program include (a) building inspection services, (b) mechanical inspection services, (c) plumbing inspection services, and (d) electrical inspection services.

On July 31, 2009, the Transbay Joint Powers Authority six-member Board of Directors authorized the Authority's Executive Director to execute the proposed interagency agreement with the DBI in order for the DBI, through its plan review and field inspections services, to ensure that the new Transbay Transit Center is in compliance with governing codes and standards, such as the San Francisco Building Inspection Commission Codes and the National Fire Protection 130 standard (Transbay Joint Powers Authority Board of Directors Resolution No. 09-036).

Budget:

Although the proposed interagency agreement does not specify a designated amount that the Transbay Joint Powers Authority will pay for DBI's various plan review and field inspection services, the DBI will charge the Transbay Joint Powers Authority the plan review and field inspection fees for the services provided by DBI in accordance with the fees approved by the Board of Supervisors. The existing fees are listed in the Attachment. Based on the projected number of such plan reviews and field inspection services required and based on DBI's existing fee schedules, Ms. Levin estimates the DBI will be paid by the Transbay Joint Powers Authority in a total estimated amount of \$7,000,000 over the next

four fiscal years. According to Ms. Levin, the DBI will work with the Transbay Joint Powers Authority to determine a schedule for completion of the required plan reviews and field inspection services.

As of the writing of this report, the DBI cannot determine if the number of required plan reviews and field inspection services for the Transbay Transit Center Program will require the DBI to hire additional staff. According to Ms. Levin, the DBI will attempt to absorb the required work for the Transbay Transit Center Program with DBI's existing staff. However, Ms. Levin advises that if the DBI determines that the plan review and field inspection services workload requires additional staff, then the DBI will either (a) submit supplemental appropriation ordinance to the Board of Supervisors to request additional staff and to amend the FY 2009-2010 Annual Salary Ordinance or (b) request additional staff during the City's annual budget process. Any such request would be subject to Board of Supervisors approval.

Comments:

1. All expenditures to be made from the fees paid to the DBI by the Transbay Joint Powers Authority would be subject to Board of Supervisors appropriation approval.

2. According to Ms. Levin, the fee revenues from the projected plan review and field inspection services to be conducted by the DBI, through the interagency agreement between DBI and Transbay Joint Powers Authority, were not included in the FY 2009-2010 budget due to the timing of the FY 2009-2010 budget approval. As stated above in the Budget section, if DBI cannot provide the services with existing DBI staff, then (a) a supplemental appropriation ordinance and the related Annual Salary Ordinance amendment will be submitted to the Board of Supervisors for approval or (b) staff and expenditures will be requested for approval by the Board of Supervisors during the FY 2010-2011 annual budget process.

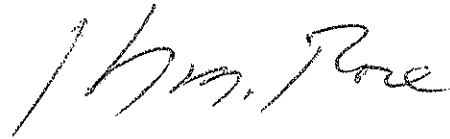
3. As stated above, DBI will submit an Amendment of the Whole for the proposed resolution at the October 14, 2009 Budget and Finance Committee Meeting. The DBI requested an Amendment of the Whole to delete references to separate DBI interagency agreements to provide plan review and field inspection services for the

BOARD OF SUPERVISORS

BUDGET ANALYST

Treasure Island Development Authority, the Port of San Francisco (Port) and the San Francisco Public Utilities Commission (PUC) because Board of Supervisors approval is not required for (a) interagency agreements between City departments, and (b) interagency agreements that do not exceed \$1,000,000. The anticipated fees from such departments are estimated to be less than \$1,000,000. In addition, such agreements are not the subject this proposed resolution.

Recommendation: Approve the proposed Amendment of the Whole.



Harvey M. Rose

cc: Supervisor Avalos
Supervisor Mirkarimi
Supervisor Chu
President Chiu
Supervisor Alioto-Pier
Supervisor Campos
Supervisor Daly
Supervisor Dufty
Supervisor Elsbernd
Supervisor Mar
Supervisor Maxwell
Clerk of the Board
Cheryl Adams
Controller
Greg Wagner



FEE SCHEDULE
NEW CONSTRUCTION BUILDING PERMIT
CITY AND COUNTY OF SAN FRANCISCO
1660 MISSION STREET, SAN FRANCISCO, CA 94103
PHONE: (415) 558-6088 FAX: (415) 558-6041 www.sfgov.org/dbi
August 2008

TABLE
1A-A
(1 of 3)

The following building permit fees apply to all building permits issued on and after September 2, 2008. The Building Permit Fee is the Plan Review Fee plus the Permit Issuance Fee.

TOTAL VALUATION	PLAN REVIEW FEE	PERMIT ISSUANCE FEE
\$1.00 to \$2,000.00	\$141.17 for the first \$500.00 or less plus \$5.83 for each additional \$100.00 or fraction thereof, to and including \$2,000.00	\$60.50 for the first \$500.00 or less plus \$2.50 for each additional \$100.00 or fraction thereof, to and including \$2,000.00
\$2,001.00 to \$50,000.00	\$228.62 for the first \$2,000.00 plus \$14.00 for each additional \$1,000.00 or fraction thereof, to and including \$50,000.00	\$98.00 for the first \$2,000.00 plus \$6.00 for each additional \$1,000.00 or fraction thereof, to and including \$50,000.00
\$50,001.00 to \$200,000.00	\$900.62 for the first \$50,000.00 plus \$9.33 for each additional \$1000.00 or fraction thereof, to and including \$200,000.00	\$386.00 for the first \$50,000.00 plus \$4.00 for each additional \$1000.00 or fraction thereof, to and including \$200,000.00
\$200,001.00 to \$500,000.00	\$2,300.12 for the first \$200,000.00 plus \$6.53 for each additional \$1000.00 or fraction thereof, to and including \$500,000.00	\$986.00 for the first \$200,000.00 plus \$2.80 for each additional \$1000.00 or fraction thereof, to and including \$500,000.00
\$500,001.00 to \$1,000,000.00	\$4,259.12 for the first \$500,000.00 plus \$5.83 for each additional \$1,000.00 or fraction thereof, to and including \$1,000,000.00	\$1,826.00 for the first \$500,000.00 plus \$2.50 for each additional \$1,000.00 or fraction thereof, to and including \$1,000,000.00
\$1,000,001.00 to \$5,000,000.00	\$7,174.12 for the first \$1,000,000.00 plus \$5.13 for each additional \$1,000.00 or fraction thereof, to and including \$5,000,000.00	\$3,076.00 for the first \$1,000,000.00 plus \$2.20 for each additional \$1,000.00 or fraction thereof, to and including \$5,000,000.00
\$5,000,001.00 and up	\$27,694.12 for the first \$5,000,000.00 plus \$4.90 for each additional \$1,000.00 or fraction thereof	\$11876.00 for the first \$5,000,000.00 plus \$2.10 for each additional \$1,000.00 or fraction thereof

NOTE: Non-electric and electric sign permit follow this fee schedule.

This worksheet is for informational purposes only. Additional fees may apply to your building permit. This information is available in alternative formats for persons with disabilities. To request this fee schedule in alternative format, contact (415) 558-6088 or DBICustomerService@sfgov.org



FEE SCHEDULE
ALTERATION BUILDING PERMIT

CITY AND COUNTY OF SAN FRANCISCO
1660 MISSION STREET, SAN FRANCISCO, CA 94103
PHONE: (415) 558-6088 FAX: (415) 558-6041 www.sfgov.org/dbi
August 2008

TABLE
1A-A
(2 of 3)

The following building permit fees apply to all building permit issued on and after September 2, 2008. The Building Permit Fee is the Plan Review Fee plus the Permit Issuance Fee.

The Alteration Building Permit Fee Schedule applies to alterations, repairs, additions or other work on an existing building or structure, or to the modification of the scope of an approved permit as required by San Francisco Building Code Section 106A.4.7.

TOTAL VALUATION	PLAN REVIEW FEE	PERMIT ISSUANCE FEE
\$1.00 to \$2,000.00	\$155.75 for the first \$500.00 or less plus \$3.15 for each additional \$100.00 or fraction thereof, to and including \$2,000.00	\$66.75 for the first \$500.00 or less plus \$1.35 for each additional \$100.00 or fraction thereof, to and including \$2,000.00
\$2,001.00 to \$50,000.00	\$203.00 for the first \$2,000.00 plus \$19.11 for each additional \$1,000.00 or fraction thereof, to and including \$50,000.00	\$87.00 for the first \$2,000.00 plus \$8.19 for each additional \$1,000.00 or fraction thereof, to and including \$50,000.00
\$50,001.00 to \$200,000.00	\$1,120.28 for the first \$50,000.00 plus \$11.43 for each additional \$1000.00 or fraction thereof, to and including \$200,000.00	\$480.12 for the first \$50,000.00 plus \$4.90 for each additional \$1000.00 or fraction thereof, to and including \$200,000.00
\$200,001.00 to \$500,000.00	\$2,834.78 for the first \$200,000.00 plus \$9.33 for each additional \$1000.00 or fraction thereof, to and including \$500,000.00	\$1,215.12 for the first \$200,000.00 plus \$4.00 for each additional \$1000.00 or fraction thereof, to and including \$500,000.00
\$500,001.00 to \$1,000,000.00	\$5,633.78 for the first \$500,000.00 plus \$6.42 for each additional \$1,000.00 or fraction thereof, to and including \$1,000,000.00	\$2,415.12 for the first \$500,000.00 plus \$2.75 for each additional \$1,000.00 or fraction thereof, to and including \$1,000,000.00
\$1,000,001.00 to \$5,000,000.00	\$8,843.78 for the first \$1,000,000.00 plus \$5.83 for each additional \$1,000.00 or fraction thereof, to and including \$5,000,000.00	\$3,790.12 for the first \$1,000,000.00 plus \$2.50 for each additional \$1,000.00 or fraction thereof, to and including \$5,000,000.00
\$5,000,001.00 and up	\$32,163.78 for the first \$5,000,000.00 plus \$5.48 for each additional \$1,000.00 or fraction thereof	\$13,790.12 for the first \$5,000,000.00 plus \$2.35 for each additional \$1,000.00 or fraction thereof

This worksheet is for informational purposes only. Additional fees may apply to your building permit. This information is available in alternative formats for persons with disabilities. To request this fee schedule in alternative format, contact (415) 558-6088 or DBICustomerService@sfgov.org



FEE SCHEDULE
NO PLANS PERMIT

CITY AND COUNTY OF SAN FRANCISCO
1660 MISSION STREET, SAN FRANCISCO, CA 94103
PHONE: (415) 558-6088 FAX: (415) 558-6041 www.sfgov.org/dbi
August 2008

TABLE
1A-A
(3 of 3)

The following building permit fees apply to all building permits issued on and after September 2, 2008.

TOTAL VALUATION	PERMIT ISSUANCE FEE
\$1.00 to \$2,000.00	\$180.00 for the first \$500.00 or less plus \$4.00 for each additional \$100.00 or fraction thereof, to and including \$2,000.00
\$2,001.00 to \$50,000.00	\$240.00 for the first \$2,000.00 plus \$5.83 for each additional \$1,000.00 or fraction thereof, to and including \$50,000.00
\$50,001.00 to \$200,000.00	\$519.84 for the first \$50,000.00 plus \$2.86 for each additional \$1000.00 or fraction thereof, to and including \$200,000.00
\$200,001.00 and up	Plans Required for Submittal

This worksheet is for informational purposes only. Additional fees may apply to your building permit. This information is available in alternative formats for persons with disabilities. To request this fee schedule in alternative format, contact (415) 558-6088 or DBICustomerService@sfgov.org



**FEE SCHEDULE
OTHER BUILDING PERMIT
AND PLAN REVIEW FEES**

CITY AND COUNTY OF SAN FRANCISCO
1660 MISSION STREET, SAN FRANCISCO, CA 94103
PHONE: (415) 558-6088 FAX: (415) 558-6041 www.sfgov.org/dbi
August 2008

**TABLE
1A-B**

The following building permit fees apply to all building permits issued on and after September 2, 2008.

Plan Review Fees Not Covered in Table 1A-A	Plan Review Hourly Rate – Minimum One Hour
Back Check Fee ¹ :	Plan Review Hourly Rate – Minimum One Hour
Commencement of work not started:	See SFBC Section 106A.4.4.1 Note: Compliance with additional codes is required.
a. Building, plumbing, mechanical, or electric permit fee	75% of current fee
b. Plan Review Fee	100% of current fee
Permit Facilitator Fee:	Plan Review Hourly Rate – Minimum Three Hours See SFBC Section 106A.3.6
Pre-application Plan Review Fee:	Plan Review Hourly Rate – Minimum Two Hours Per Employee
Reduced Plan Review Fee ² :	50% of the Plan Review Fee
Sign Plan Review Fee:	See Table 1A-A Building Permit Fees
Site Permit Fee:	Per SFBC Section 107A.3.4, 25% of Plan Review Fee based on Table 1A-A. Minimum Fee \$500.00
Premium Plan Review Fee – submitted application	50% of Plan Review Fee plus \$1,000.00 administration fee
Premium Plan Review Fee – Over the counter building plan review by appointment:	50% of Plan Review Fee plus \$400.00
Other Services	Standard Hourly Rates per Table 1A-D

¹ Back Check: (1) that time spent reviewing applicant-initiated revisions to plans that do not effect the valuation, scope or size of the project; or (2) any additional plan review performed on required corrections to plans beyond the standard review process, as determined by the Building Official. Plan review required for applicant-initiated revisions effecting valuation, scope, or size or project may be assessed a new plan review fee in addition to the initial plan review fee as determined by the Building Official.

² Reduced Plan Review Fee: For reviewing submittal documents identical to those filed within one year of the original approved construction documents which the full plan review fee was paid. Plans may be considered identical when they contain only such minor differences as exterior finishes, or if they are identical but opposite hand. This fee is for the second and each subsequent set of identical submittal documents within the stated time period. To obtain this reduction, the applicant shall submit a copy of the original approved construction documents for this the full plan review fee was paid. When the submittal documents are substantially changed from those that were previously approved, an additional full plan review fee shall be charged.

This worksheet is for informational purposes only. Additional fees may apply to your building permit. This information is available in alternative formats for persons with disabilities. To request this fee schedule in alternative format, contact (415) 558-6088 or DBICustomerService@sfgov.org



**FEE SCHEDULE
PLUMBING/MECHANICAL ISSUANCE
AND INSPECTION FEES**

CITY AND COUNTY OF SAN FRANCISCO
1660 MISSION STREET, SAN FRANCISCO, CA 94103
PHONE: (415) 558-6088 FAX: (415) 558-6041 www.sfgov.org/dbi
August 2008

**TABLE
1A-C**

The following permit fees apply to all permits issued on and after September 2, 2008.

Additional plumbing and mechanical inspections may be purchased on existing active plumbing/mechanical permits issued *before September 2, 2008* at the old rate of \$80.00/hour. A permit is considered active for a period of 90 calendar days after issuance. A *maximum of two additional inspections* may be purchased on active permits before *December 2, 2008*, at the old rate of \$80.00/hour.

Permit applicants shall show a complete itemization of the proposed scope of work and select the appropriate fee category.

A separate permit is required for each structure, condominium unit, high-rise office, suite, or tenant space.

Standard hourly inspection rates will apply for installations not covered by the fee categories below.

Fees shall be paid in full prior to approval for occupancy, job card signature, gas tags, or final signoff, as applicable.

Please see Table 1A-R for Refund Policy.

A permit may include more than one category, and each category will be charged separately.

Work being performed by different contractors requires separate permits for their scope of work.

Permit Issuance Fees by Category		
CATEGORY 1P	Single Residential Unit – repair or new installations of plumbing systems for a <i>single</i> water service, building drain/sewer replacement or repair, installation of <i>one</i> shower pan if part of a <i>single</i> bath remodel (if being installed by a different contractor, a separate plumbing permit is required), water heater, minor repair, a <i>single</i> bathroom remodel, a <i>single</i> kitchen remodel, any <i>single</i> device or fixture), or make up water & gas for boiler (maximum two inspections)	\$160.00
CATEGORY 1M	Single Residential Unit – installation of <i>single</i> appliance, heat pump, furnace or part and parts of repair work (maximum two inspections)	\$150.00
CATEGORY 2PA	Plumbing installation or repair to any part of the plumbing system for residential construction with 6 units or less, guest rooms or combination of any listed installation in Category 1P and <i>without</i> any underground piping. (maximum three inspections)	\$275.00
CATEGORY 2PB	Plumbing installations or repair to any part of the plumbing system for residential construction with 6 units or less, guest rooms, or a combination of any listed installation in Category 1P and <i>with</i> any underground piping. (maximum four inspections)	\$400.00
CATEGORY 2M	Mechanical gas appliances for residential construction with 6 dwelling units or guest rooms or less (maximum three inspections)	\$240.00

CATEGORY 3PA	7 – 12 Dwelling Units (maximum five inspections)	\$575.00
CATEGORY 3PB	13 – 36 Dwelling Units (maximum eight inspections)	\$1,150.00
CATEGORY 3PC	Over 36 Dwelling Units (maximum 30 inspections)	\$4,800.00
CATEGORY 3MA	7 – 12 Dwelling Units (maximum six inspections)	\$575.00
CATEGORY 3MB	13 – 36 Dwelling Units (maximum eight inspections)	\$1,150.00
CATEGORY 3MC	Over 36 Dwelling Units (maximum 30 inspections)	\$4,800.00
CATEGORY 4PA	Fire sprinklers – one and two family dwelling units (maximum three inspections)	\$150.00
CATEGORY 4PB	Fire sprinklers – three or more dwelling units or guest rooms, commercial and office –per floor (maximum two inspections per floor)	\$250.00
CATEGORY 5P/5M	Office, mercantile & retail buildings: New or Tenant Improvement, heating/cooling equipment to piping connected thereto – per tenant or per floor, whichever is less (maximum two inspections per floor)	\$325.00
CATEGORY 6PA	Restaurants (New and Remodel) fee includes 5 or less drainage and or gas outlets – no additional fees required for public or private restroom (maximum four inspections)	\$311.00
CATEGORY 6PB	Restaurants (New and Remodel) fee includes 6 or more drainage and/or gas outlets – no additional fees required for public or private restroom (maximum seven inspections)	\$880.00
CATEGORY 8	New Boiler installations per Boiler (A plumbing permit for Category 1P is required for this installation)	\$275.00
CATEGORY 9P/M	Surveys	\$300.00
CATEGORY 10P/M	Condominium Conversions	\$365.00
BOILER MAINTENANCE PROGRAM	(Permit to Operate – PTO) See Table 1A-M – Boiler Fees for additional boiler related fees.	\$52.00 each

Standard Inspection Fees	
Re-inspection or additional inspection per SFBC Section 108A.8	Standard Hourly Inspection Rate \$170.00

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alternative format, contact (415) 558-6088 or DBICustomerService@sfgov.org



FEE SCHEDULE
STANDARD HOURLY RATES

CITY AND COUNTY OF SAN FRANCISCO
1660 MISSION STREET, SAN FRANCISCO, CA 94103
PHONE: (415) 558-6088 FAX: (415) 558-6041 www.sfgov.org/dbi
August 2008

TABLE
1A-D

Effective September 2, 2008.

Plan Review	\$187.00 per hour
Inspection	\$170.00 per hour
Administration	\$104.00 per hour

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**FEE SCHEDULE
ELECTRICAL PERMIT
ISSUANCE AND INSPECTION**

CITY AND COUNTY OF SAN FRANCISCO
1660 MISSION STREET, SAN FRANCISCO, CA 94103
PHONE: (415) 558-6088 FAX: (415)558-6041 www.sfgov.org/dbi
August 2008

TABLE
1A-E

The following fees apply to all permits issued on and after September 2, 2008.

Additional inspections may be purchased on active electrical permits issued *before September 2, 2008* at the old rate of \$80.00/hour. A permit is considered active for a period of 90 calendar days after issuance. A *maximum of two additional inspections* may be purchased on active permits *before December 2, 2008*, at the old rate of \$80.00/hour.

Permit applicants shall itemize the proposed scope of work and select the appropriate category and fee amount.

Separate electrical permits are required for each structure, condominium unit, existing apartment unit, high-rise office floor, suite, or tenant space.

Standard hourly permit issuance and inspection rates shall apply for installations not covered by this fee schedule.

Fees shall be paid in full prior to: occupancy approval, job card signature, permission to energize, or final sign-off, as applicable.

An Outlet is defined as a point on the wiring system at which current is taken to supply utilization equipment. For the purpose of this fee schedule, utilization equipment shall include: controllers, fixed appliances, luminaires (lighting fixtures) motors, panelboards, receptacles, switches, and service equipment.

Category 1 General Wiring: Residential Buildings	
Up to 10 outlets (up to one inspection)	\$160.00
11 to 20 outlets (up to two inspections)	\$240.00
21 to 40 outlets (up to three inspections)	\$300.00
More than 40 outlets (up to four inspections)	\$420.00
Buildings of 5,000 to 10,000 sq. ft. area (up to five inspections)	\$600.00

Category 2 General Wiring: Nonresidential Buildings & Residential Buildings over 10,000 sq. ft.	
Up to 5 outlets (up to two inspections)	\$240.00
6 to 20 outlets (up to three inspections)	\$360.00
More than 21 outlets in areas up to 2,500 sq. ft. (up to four inspections)	\$480.00
2,501 to 5,000 sq. ft. (Includes coordination meetings and up to (up to six inspections))	\$720.00
5,001 to 10,000 sq. ft. (Includes coordination meetings and up to (up to eight inspections))	\$1,200.00

10,001 to 30,000 sq. ft. Includes coordination meetings and up to (up to 12 inspections)	\$2,400.00
30,001 to 50,000 sq. ft. Includes coordination meetings and up to (up to 18 inspections)	\$4,800.00
50,001 to 100,000 sq. ft. Includes coordination meetings and up to (up to 24 inspections)	\$7,200.00
100,001 to 500,000 sq. ft. Includes coordination meetings and up to (up to 48 inspections)	\$14,400.00
500,001 to 1,000,000 sq. ft. Includes coordination meetings and up to (up to 120 inspections)	\$32,400.00
1,000,000 sq. ft. or more Includes coordination meetings and up to (up to 240 inspections)	\$64,800.00

Category 3 Retrofit Service and Distribution Equipment, Emergency, Legally required, and Stand-by Generator Systems, Utilization Equipment and Separately Derived Systems that are not part of Categories 1 or 2 (includes two inspections)	
Equipment rated up to 225 amps	\$240.00
250 to 500 amps or up to 100 kva	\$360.00
600 to 1000 amps	\$480.00
1,200 to 2,000 amps	\$720.00
More than 2,000 amps	\$960.00
600 volts or more	\$960.00
150 kva rating or less	\$240.00
151 kva or more	\$480.00
Fire Pump and/or Generator Installations	\$480.00 each

Category 4 Retrofit Fire Warning and Emergency Systems	
Building installations up to 3 floors (up to three inspections)	\$480.00
4 - 9 floors (up to eight inspections)	\$1,440.00
10 - 25 floors (up to 12 inspections)	\$2,400.00
26 floors or more (up to 24 inspections)	\$7,200.00

Category 5 Data, Communications, and Wireless Systems	
Up to 10 cables	Exempt
11 to 500 cables (up to one inspection)	\$170.00
Each additional group of 100 cables (hourly rate)	\$25.00

Category 6 Miscellaneous Installations	
Office Workstations, up to 5 (up to one inspection)	\$170.00
Each additional group of 10 workstations (hourly rate)	\$50.00
Temporary Exhibition Wiring, 1 to 100 booths (includes one inspection)	\$240.00
Each additional group of 10 booths	\$25.00
Exterior Electrical Sign (includes one inspection)	\$170.00
Interior Electrical Sign (one inspection)	\$170.00
Each Additional Sign, at the same address (up to one inspection)	\$40.00
Quarterly Permits (includes one inspection)	\$375.00
Maximum five outlets in any one location	
Survey Inspection and Report, per hour or fraction thereof (up to one inspection)	\$170.00
Survey Inspection and Report for non-residential buildings, per hour or fraction thereof (up to one inspection) See SFBC Table 1A-G	\$340.00
Witness Testing: life safety, fire warning, emergency, and energy management systems	
One-hour minimum	\$170.00
Additional hourly rate	\$170.00
Off-hour inspections, two-hour minimum	\$340.00
Additional off-hourly rate	\$170.00
Security Systems, up to 10 components (up to one inspection)	\$170.00
Each additional group of 10 components (up to two inspections)	\$10.00
Includes installations and devices that interface with life safety system	
Energy Management, HVAC, and Low-Voltage Wiring Systems	
1 - 10 floors (up to three inspections)	\$480.00
Each additional floor	\$50.00
Solar Photovoltaic Systems	
10 kW rating or less	\$170.00
Each additional 10 kW (up to two inspections)	\$100.00
Standard Inspection Fees	
For each inspection, re-inspection or additional inspection required, per SFBC Section 108A.8	\$170.00, hourly inspection rate

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**FEE SCHEDULE
SPECIALTY PERMIT**

CITY AND COUNTY OF SAN FRANCISCO
1660 MISSION STREET, SAN FRANCISCO, CA 94103
PHONE: (415) 558-6088 FAX: (415) 558-6041 www.sfgov.org/dbi
August 2008

**TABLE
1A-F**

The following fees are effective on and after September 2, 2008.

Bleachers Permit Fee	See Table 1A-A for New Construction Fees
Chimney and Flue Permit Fee:	See Table 1A-A for New Construction Fees
Demolition Permit Fee	See Table 1A-A for New Construction Fees
Extra permit work: (Exceeding the scope of approved permit per Table 1A-K)	Two times the standard fees for work remaining to be done or not covered in original permit scope
Garage door Permit Fee	
Each garage door in an existing building	\$160.00
Grading Permit Fee:	See Table 1A-A for New Construction Fees
House moving Permit Fee:	Standard Hourly Inspection Rate – Minimum Three Hours
Resumption of work not completed	Standard Inspection Fee per Table 1A-C. See also Table 1A-B – Commencement of Work Not Started
Re-roofing Permit Fee:	\$160.00 for Single-Family Homes and duplexes \$240.00 for all others.
Strong Motion Instrumentation Program Fee	
Group R Occupancies of 3 stories or less, except hotels and motels	0.00013 times the valuation
Hotels and motels, all buildings greater than 3 stories, all occupancies other than Group R	0.00024 times the valuation
Minimum Fee	\$1.60
Subsidewalk construction Permit Fee	
Construction	See Table 1A-A for New Construction Fees
Construction of impervious surface in the required front and setback area	\$160.00

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alternative format, contact (415) 558-6088 or DBICustomerService@sfgov.org



**FEE SCHEDULE
INSPECTIONS, SURVEYS AND REPORTS**
CITY AND COUNTY OF SAN FRANCISCO
1660 MISSION STREET, SAN FRANCISCO, CA 94103
PHONE: (415) 558-6088 FAX: (415)558-6041 www.sfgov.org/dbi
August 2008

**TABLE
1A-G**

Effective September 2, 2008.

Standard Hourly Rate	See Table 1A-D
Off-hours inspection	Standard Hourly Inspection Rate – Minimum Two Hours plus Permit Fee
Pre-application inspection	Standard Hourly Inspection Rate – Minimum Two Hours
Re-inspection Fee	Standard Hourly Inspection Rate
Report of residential records (3R)	\$160.00
Survey of nonresidential buildings:	Standard Hourly Inspection Rate – Minimum Two Hours, per hour/per discipline
Survey of residential buildings for any purpose or Condo Conversions	
Single unit	\$1,750.00
Two to four units	\$2,300.00
Five or more units	\$2,300.00 plus Standard Hourly Inspection Rate
Hotels	
Includes 10 guest rooms	\$1,750.00
11 to 20 guest rooms	\$2,300.00 plus \$42.50 per guest room over 10
Temporary Certificate of Occupancy	Standard Hourly Inspection Rate – Minimum Two Hours, per discipline

FEE SCHEDULE STANDARD HOURLY RATES		TABLE 1A-D
Plan Review		\$187.00 per hour
Inspection		\$170.00 per hour
Administration		\$104.00 per hour

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**FEE SCHEDULE
MISCELLANEOUS FEES**

CITY AND COUNTY OF SAN FRANCISCO
1660 MISSION STREET, SAN FRANCISCO, CA 94103
PHONE: (415) 558-6088 FAX: (415) 558-6041 www.sfgov.org/dbi
August 2008

**TABLE
1A-J**

Effective September 2, 2008.

1. General Permit Bureau Processing Fee for Miscellaneous Permits from other disciplines	Standard Administration Hourly Rate - Minimum One Half Hour
2. Building Numbers ¹ (each entrance)	\$210.00
3. Extension of Time (in Plan Review) application cancellation and permit expiration	
Each application extension	\$160.00 plus 20% of All Plan Review Fees
Each permit extension	\$160.00 plus 10% of All Permit Issuance Fees
4. Product approvals:	
General approval - initial or reinstatement	Standard Hourly Plan Review Rate - Minimum Three Hours
General approval - modification or revision	Standard Hourly Plan Review Rate - Minimum Three Hours
General approval - biannual renewal	Standard Hourly Plan Review Rate - Minimum Three Hours

¹ Building Numbers: Every person shall obtain an official street number assignment at the time the person files a permit application or establishes a new parcel and shall place the numbers so assigned on the building in such a position that the number is easily visible to approaching emergency vehicles.

FEE SCHEDULE STANDARD HOURLY RATES		TABLE 1A-D
Plan Review		\$187.00 per hour
Inspection		\$170.00 per hour
Administration		\$104.00 per hour

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City and County of San Francisco
Department of Building Inspection



Gavin Newsom, Mayor
Vivian L. Day, C.B.O., Director

September 4, 2009

Ms. Angela Cavillo
Clerk of the Board
City Hall
San Francisco, CA 94102

File 091054

RECEIVED
BOARD OF SUPERVISORS
CLERK OF SUPERVISORS
2009 SEP -4 AM 11:56
BY RC

Dear Ms. Cavillo:

I am writing to request that you introduce the attached Resolution for consideration and approval by the Board of Supervisors at its earliest possible opportunity.

This Resolution pertains to four Memoranda of Understanding (MOUs) between the Department of Building Inspection and the Transbay Joint Powers Authority, the San Francisco Public Utilities Commission, the Port of San Francisco and with the Treasure Island Development Authority.

Thank you, as always, for your consideration and assistance with this matter.

Sincerely,

A handwritten signature in cursive script that reads "William Strawn".

William Strawn
Communications Manager

Attachment: Resolution for DBI MOUs

INTERGOVERNMENTAL AGREEMENT

between

TRANSBAY JOINT POWERS AUTHORITY

and

**CITY AND COUNTY OF SAN FRANCISCO,
DEPARTMENT OF BUILDING INSPECTION**

for

Plan Review and Field Inspection Services for the Transbay Transit Center Program

This Intergovernmental Agreement ("Agreement") between the Transbay Joint Powers Authority ("TJPA") and the City and County of San Francisco (the "City"), Department of Building Inspection ("DBI") (collectively, "Parties") is entered into as of the _____ day of _____, 2009.

RECITALS

The Agreement is entered into with reference to the following facts and circumstances:

- A. The TJPA is developing the Transbay Transit Center Program ("Program"). As part of the Program, the TJPA will design and build the following component projects: 1) a temporary terminal located on the block bounded by Main, Howard, Beale and Folsom streets; 2) a new Transbay Transit Center located at First and Mission streets; 3) elevated bus ramps leading to the Transit Center; 4) new bus storage facilities located beneath the Interstate 80 west approach to the Bay Bridge; and 5) a rail extension leading from Fourth and King streets below Townsend and Second streets to the Transit Center (each of which is referred to herein as a "Project").
- B. The TJPA requests that DBI provide certain plan review and field inspection services ("Services") for the Program to ensure that the Program complies with governing codes.
- C. The Parties anticipate that fees for Services under this Agreement shall exceed \$1 million and, consequently, this Agreement shall not become effective until approved by the San Francisco Board of Supervisors resolution as required by San Francisco Charter Section 9.118.

NOW, THEREFORE, the TJPA and DBI agree as follows:

AGREEMENT

1. Scope of Services.

A. Plan Review Services.

DBI, acting solely in an advisory capacity and as requested by the TJPA, shall provide plan review services for each Project ("Plan Review"). As part of Plan Review, DBI shall check the following types of plans: architectural (including disabled access, civil, and landscaping), structural, mechanical, plumbing and electrical. At the completion of Plan Review, DBI will issue a letter to the TJPA indicating that DBI, in conjunction with San Francisco Fire Department (SFFD), has found the plans to be in compliance with governing codes ("Compliance Letter"). DBI will not issue permits.

DBI shall designate a representative responsible for managing the Plan Review process for the Program.

DBI will coordinate SFFD involvement in Plan Review in a manner consistent with customary DBI permitting practices, including fee collection. The TJPA will manage Plan Review by City departments and entities other than DBI and SFFD.

The TJPA shall submit to DBI the following items as appropriate to facilitate DBI Plan Review for each Project:

- i. A DBI project control application, completed for record-keeping purposes only.
- ii. Eight (8) sets of full-size plans for each Project and associated specifications, calculations, geotechnical reports and other documents requested by DBI. For the initial Plan Review, DBI agrees to accept plans not less than ninety percent (90%) complete and not affixed with the wet seal or wet signature of a registered design professional. These plans shall indicate "for plan review only" to state the intended purpose.
- iii. As part of the final review stage for each Project, the TJPA shall submit three (3) sets of specifications and full-size plans, each set affixed with the wet seal and wet original signature of the responsible registered design professional on the cover sheet.

At the completion of Plan Review, two (2) sets of plans and specifications shall be returned to TJPA stamped with the DBI approval stamp and accompanied by the DBI Compliance Letter. One (1) set of plans and specifications shall be retained by DBI for record-keeping and referencing purposes as requested by the TJPA.

B. Field Inspection Services.

DBI, acting solely in an advisory capacity and as requested by the TJPA, shall provide building, mechanical, plumbing, and electrical inspection services for each Project ("Field Inspection"). DBI shall provide such services in order to verify each Project's conformity with governing

codes. With respect to these inspections, DBI inspectors shall advise and make recommendations to the TJPA. The TJPA recognizes that Field Inspection does not include any special inspections identified in San Francisco Building Code ("SFBC") Chapter 17. The TJPA shall arrange for any such special inspections independent of this Agreement and at its sole cost. After partial completion and at the appropriate time that a temporary certificate would be issued, DBI will issue a letter to the TJPA recommending that DBI has found that the Project meets the requirements for a Temporary Certificate of Occupancy. At the completion of Field Inspection for a Project, DBI will issue a letter to the TJPA indicating that DBI has found that the Project meets the requirements for a final Certificate of Occupancy.

DBI shall designate contact persons to coordinate the Field Inspection process with the TJPA, including assignment and schedule of inspections.

At the time the TJPA submits a DBI project control application requesting Plan Review, the TJPA shall inform DBI whether as-needed field inspectors will be requested ("Standard Field Inspection") or whether TJPA requests a full-time on-site inspector ("Full-Time Field Inspection"). Additionally, the TJPA shall notify the DBI contact person not less than five (5) days in advance of when a Standard Field Inspection is required and not less than thirty (30) days in advance of when a Full-Time Field Inspection is required.

DBI will coordinate SFFD involvement in Field Inspection in a manner consistent with customary DBI permitting practices, including fee collection.

C. Additional Services.

In addition to Plan Review and Field Inspection, the TJPA may request the following additional services ("Additional Services"):

- i. Microfilming and record-retention services
- ii. Project addressing services
- iii. Other services as mutually agreed upon by both Parties

2. Applicable Code.

DBI shall apply the governing codes, which may include but are not limited to the SFBC in its Plan Review and Field Inspection for each Project. For purposes of this Agreement, the SFBC includes the San Francisco building, plumbing, mechanical and electrical codes.

DBI shall provide the Services in accordance with the requirements set forth in the latest edition of the SFBC applicable at the time the TJPA files a DBI project control application for a Project or as mutually agreed by the TJPA and DBI. Any issues regarding compliance with requirements for disabled access shall be determined in accordance with the SFBC and applicable State of California laws, rules and regulations.

3. Appeals Process.

The TJPA will be responsible for responding to any appeals of DBI's Plan Review or Field Inspection for a Project. The TJPA may, at its own discretion, choose to use the DBI appeals process as outlined in the SFBC.

4. Structural Design Review Process.

The TJPA will utilize the services of a Structural Design Review Team ("Review Team") to provide additional and specialized expertise to supplement the structural design. The Review Team shall meet with the TJPA as the need arises throughout the design process.

The Review Team will be engaged as early in the structural design phase as practicable. This affords the Review Team an opportunity to evaluate fundamental design decisions, which could disrupt design development if addressed later in the design phase. Early in the design process, the TJPA and Review Team will jointly establish the frequency and timing of Review Team milestones, and the degree to which the TJPA anticipates the design will be developed for each milestone.

The Review Team shall provide written comments to the TJPA, and the TJPA shall prepare written responses thereto. The Design Engineer shall maintain a log that summarizes Review Team comments, the TJPA responses to comments, and resolution of comments, all of which are to be shared with DBI.

Review Team review will focus on specific portions or structural elements of a Project. This scope of services may include, but shall not be limited to, review of the following:

- i. Earthquake hazard determination.
- ii. Site-specific ground motion characterization.
- iii. Seismic performance goals.
- iv. Basis of design, design methodology and acceptance criteria.
- v. Mathematical modeling and simulation.
- vi. Interpretation of results of analysis.
- vii. Member selection and design.
- viii. Detail concepts and design.
- ix. Construction Documents, including drawings and specifications.
- x. Isolator or damper testing requirements and quality control procedures.
- xi. At the discretion of the TJPA, other building aspects, including design for wind resistance, design of special foundation or earth-retaining systems, or the design of critical non-structural elements.

5. Relationship of Parties.

A. Authority Having Jurisdiction.

The TJPA and DBI understand that DBI shall provide the Services as a professional consultant to the TJPA. DBI shall not act as an agency issuing any permits for the Projects. The TJPA shall be solely responsible for obtaining any permits required by any agencies having jurisdiction over the Projects. The Parties acknowledge that the TJPA is the authorized public agency with jurisdiction and review authority for code enforcement for Projects.

B. Independent Contractor.

The relationship of DBI to the TJPA is that of an independent contractor and all persons working for or under the direction of DBI are its agents or employees and not agents or employees of the TJPA. The TJPA and DBI shall, at all times, treat all persons working for or under the direction of DBI as agents and employees of DBI, and not as agents or employees of the TJPA. The TJPA shall have the right to control DBI only insofar as allowed by this Agreement.

The TJPA shall not have the ability to direct how the Services are to be performed, specify the location where the Services are to be performed, or establish set hours or days for performance of the Services.

The TJPA shall not have any right to discharge any employee of DBI from employment with DBI.

DBI shall, at its sole expense, provide for its employees providing the Services to the TJPA under this Agreement any and all benefits required under applicable law, such as workers' compensation, disability insurance, vacation pay, sick pay, or retirement benefits; obtain and maintain all licenses and permits usual or necessary for performing the Services; pay any and all taxes incurred as a result of the employee(s) compensation, including estimated taxes, Federal Insurance Contributions Act ("FICA") and other employment taxes; and provide the TJPA with proof of payment of taxes on demand.

6. Performance.

A. Task Orders and Notices to Proceed.

The TJPA may choose to authorize the Services by way of Task Orders, subject to the requirements and procedure set forth in Section 7 of this Agreement. Each Task Order will establish the scope of services, approach to performing the Services, maximum cost, and schedule.

Following the Parties' agreement on the terms of a Task Order, the TJPA will provide a written Notice to Proceed ("NTP") to DBI to proceed with the Services. DBI may not commence work without a written NTP. The TJPA shall have sole discretion to issue an NTP authorizing DBI to proceed with work under Task Orders. Whether the TJPA will issue an NTP shall depend on (1)

the TJPA's evaluation of the quality of DBI's Services and work products previously authorized and completed or in-progress and whether DBI completed such Services and products within the budget and within a reasonable schedule; (2) approval from and/or compliance with requirements of the FTA and other funding agencies; and (3) the availability of funding.

In the event that the Parties cannot reach an agreement on the terms of a Task Order, the TJPA may cancel the request for Services, have the Services performed by others, or request that DBI proceed with the Services under such conditions as the TJPA may require to meet its schedule, budget, or other Program requirements ("Interim NTP"). In the event the TJPA and DBI agree to proceed with the Services, the Parties shall continue to negotiate outstanding terms of the Task Order while DBI performs the Services under the Interim NTP. For work the TJPA has approved and DBI has agreed to perform under an Interim NTP, the TJPA shall pay DBI according to the rates set forth in Section 7 of this Agreement unless both Parties agree in writing to an alternative fee arrangement.

If DBI completes tasks that are not reasonably included in the scope of services under an approved Task Order without first obtaining the TJPA's written approval in accordance with the above procedures, regardless of the amount or value of the work, the TJPA shall have no obligation to reimburse DBI for the work.

If DBI completes work that exceeds the budget under an approved Task Order without first obtaining the TJPA's written approval in accordance with the above procedures, regardless of the amount or value of the work, the TJPA shall have no obligation to reimburse DBI for the work that exceeds the approved budget.

B. Standard of Performance.

DBI shall perform the Services required under this Agreement in conformance with the standards observed by a competent practitioner of the profession in which DBI is engaged in the geographical area in which DBI practices its profession. DBI's work products under this Agreement shall conform to the standard of quality normally observed by a person practicing in DBI's profession.

DBI shall be subject to the provisions of the "FTA Requirements for Agreements with the TJPA" of the Federal Transit Administration attached as Exhibit A ("FTA Regulations"), which are incorporated into this Agreement. In the event of a conflict between the FTA Regulations and any other terms and conditions of this Agreement, the FTA Regulations shall control, except that the dispute resolution and indemnity provisions of this Agreement are controlling.

DBI shall assign only competent personnel to perform the Services under this Agreement. In the event that the TJPA desires the reassignment of any such persons, DBI shall consider the reassignment of such person or persons.

DBI shall devote such time to the performance of the Services under this Agreement as may be reasonably necessary to satisfy DBI's obligations under this Agreement.

7. **Compensation.**

A. **Rate.**

Plan Review Services. For Plan Review provided by DBI for each Project under this Agreement, the TJPA shall compensate DBI in accordance with the Plan Review fee rates in SFBC Section 110A, Schedule of Fee Tables (Exhibit B).

Additional Services. For Additional Services provided by DBI under this Agreement, the TJPA shall reimburse DBI at the following rates:

- i. Microfilming and record-retention — in accordance with SFBC Section 110A, Schedule of Fee Tables (Exhibit B).
- ii. Project addressing — in accordance with SFBC Section 110A, Schedule of Fee Tables (Exhibit B).
- iii. Other services as mutually agreed upon by both parties — in accordance with applicable tables in the SFBC.

No other accessory fees shall be collected by DBI for Plan Review or Field Inspection services.

Field Inspection Services.

Standard Field Inspection. For Standard Field Inspection provided by DBI for Projects under this Agreement, the TJPA shall compensate DBI in accordance with the Permit Issuance Fee rates in SFBC Section 110A Schedule of Fee Tables (Exhibit B).

Full-time Field Inspection. When requested by the TJPA and in lieu of Standard Field Inspection, DBI shall provide Full-Time Field Inspection for specific Projects and for the duration of such specific Projects. For Full-Time Field Inspection services, the TJPA shall compensate DBI on a monthly basis for each inspector in accordance with the Standard Hourly Rates in SFBC Section 110A, Schedule of Fee Tables (Exhibit B). The Parties agree that DBI Full-Time Field Inspector duties will include, but may not be limited to, standard inspection duties, review of Project specifications, and inspection for Project compliance with Project specifications. Full-time field inspectors assigned to specific TJPA Projects will not be assigned by DBI to work on any other projects.

Extraordinary Field Inspection. The Parties agree that DBI inspectors will work during normal working days and hours as part of the Field Inspection fee. If TJPA requests that inspectors work outside of normal working days and hours ("Extraordinary Field Inspection"), TJPA shall compensate DBI on an a time basis in accordance with the off-hours hourly rates in SFBC Section 110A, Schedule of Fee Tables (Exhibit B).

B. **Payment and Invoices.**

Plan Review. The TJPA can submit Projects to DBI and pay the Plan Review fee upon filing of the DBI project control application and issuance of an NTP for Plan Review services in a Task

Order. Alternatively, the TJPA can elect to submit Projects for Plan Review in a manner similar to a Site Permit with Addenda and make payments consistent with that process.

Standard Field Inspection. The TJPA will pay for Standard Field Inspection upon receipt of the Compliance Letter from DBI, unless the TJPA has elected to submit the Project in a manner similar to a Site Permit with Addenda and requested Full-time Field Inspection.

Full-time Field Inspection. For Full-Time Field Inspection services requested by TJPA, DBI shall submit invoices on a monthly basis for approval by the TJPA Executive Director, or her designee.

Each invoice payment shall cover only those Services that have been performed the previous month as required in this Agreement. Invoices furnished by DBI under this Agreement must be in a form reasonably acceptable to the TJPA. The TJPA shall make a good faith effort to pay all undisputed amounts within forty-five (45) days following receipt of a proper invoice from DBI.

Extraordinary Field Inspection or Additional Services. For any Extraordinary Field Inspection or Additional Services requested by TJPA, DBI shall submit invoices on a monthly basis for approval by the TJPA Executive Director, or her designee. Payment to DBI shall cover only those Extraordinary Field Inspection or Additional Services that were requested in advance by the TJPA and that have been performed as required in this Agreement. Invoices furnished by DBI under this Agreement must be in a form reasonably acceptable to the TJPA. The TJPA shall make a good faith effort to pay all undisputed amounts within forty-five (45) days following receipt of a proper invoice from DBI.

The TJPA shall send all payments to DBI under this Agreement by United States mail to DBI's address stated in Section 9 of this Agreement.

C. Fee Dispute.

If the TJPA disputes any cost reimbursable fee payment under Section 7 of this Agreement, it shall provide DBI with a written Notice of Dispute objecting to the nature and amount of the payment, as applicable. Upon DBI's receipt of a Notice of Dispute, DBI and the TJPA shall meet and attempt to resolve the dispute at the earliest practicable time.

In no event shall the TJPA be liable for interest or late charges for any late payments. DBI acknowledges that the provisions of Public Contract Code Section 7107 do not apply to this Agreement.

All amounts paid to DBI shall be subject to audit by the TJPA.

D. DBE Requirements.

Under 49 Code of Federal Regulations ("CFR") Section 26.13, in contracts and subcontracts assisted by the United States Department of Transportation ("DOT"), DBI and all its consultants, subcontractors, vendors, and joint venture partners (collectively, "subcontractors") shall not

discriminate on the basis of race, color, national origin, or sex in the performance of the contract. Failure by DBI to carry out these requirements is a material breach of this contract, which may result in the TJPA's termination of this contract or such other action as the TJPA deems appropriate.

On July 20, 2006, the TJPA adopted the Disadvantaged Business Enterprise Program ("DBE Program"). The DBE Program is available on the TJPA website at <http://www.transbaycenter.org>. DBI shall implement the DBE Program if DBI utilizes subcontractors to perform Services under this Agreement. DBI shall notify the TJPA if DBI anticipates or proposes using subcontractors to perform Services.

If DBI is required to implement the DBE Program, DBI shall submit the following documents to the TJPA pursuant to the monitoring requirements outlined in Section XIII of the TJPA's DBE Program (49 CFR 26.37):

(i) DBI shall submit a Progress Payment Report with every invoice. This form provides a detailed summary of actual expenditures due to each subcontractor by billing period and to-date. It also serves to monitor ongoing DBE and non-DBE participation throughout the contract.

(ii) DBI shall submit a Subcontractor Payment Declaration after payments are issued to a subcontractor. This form serves as proof of payment to DBE and non-DBE subcontractors. As required under Section XII.2 of the DBE Program, DBI shall pay a subcontractor no later than 10 days of receipt of each progress payment unless a longer period is agreed to in writing.

(iii) DBI shall submit a Final Expenditure Report at the completion of this Agreement. This form provides a final record of actual expenditures for the contract. This form will be compared to the "Bidders/Proposers Information Request Form" submitted by DBI at the time of proposal. The DBEs shown on the completed records should be the same as those originally listed unless an authorized substitution was made or DBI used additional DBEs. DBI will be required to explain in writing why the names of the subcontractors, the work items, or the dollar figures are different from what was originally shown on the "Bidders/Proposers Information Request Form" when (1) there have been no changes made by the Resident Engineer/Contract Manager; or (2) DBI has not provided a sufficient explanation in the comments section of the completed Final Expenditure Report.

8. Technical Dispute Resolution.

The TJPA may elect to resolve any technical issues between the TJPA and DBI relating to Plan Review or Field Inspection by appeal to the City and County of San Francisco Board of Examiners or the Disabled Access Appeals Board (collectively, "City Boards"). If the TJPA elects this appeal procedure and requests findings and a decisions of the City Boards, the TJPA and DBI agree to accept as final the findings and decision of the City Boards.

9. Correspondence and Notices.

All correspondence and notices shall be in writing. All notices required by this Agreement shall be given to the TJPA and DBI in writing, by first-class mail, postage prepaid, addressed as follows:

TJPA: Maria Ayerdi-Kaplan
Executive Director
Transbay Joint Powers Authority
201 Mission Street, Suite 2100
San Francisco, CA 94105

DBI: Vivian L. Day, C.B.O.
Director
Department of Building Inspection
1660 Mission Street, 6th Floor
San Francisco, CA 94103

10. Indemnity.

DBI shall defend, indemnify, and hold the TJPA and its officers, directors, employees, and agents harmless from any and all claims and liabilities related to or as a result of DBI's performance of this Agreement to the extent caused, in whole or in part, by (1) the negligence, recklessness, or willful misconduct, acts or omissions of DBI, its employees, or subcontractors; or (2) acts for which DBI employees or subcontractors would be strictly liable. In addition, DBI shall defend, indemnify, and hold the TJPA harmless from any and all claims and liabilities arising from any assertion that any employee of DBI or person performing work under this Agreement is entitled to benefits from, or is covered by, the Social Security retirement system as a result of providing any services to the TJPA, provided that DBI's obligation for any payments shall be limited to payments the TJPA may be required to pay.

The TJPA shall defend, indemnify, and hold DBI and its officers, directors, employees, and agents harmless from any and all claims and liabilities related to or as a result of the TJPA's performance of this Agreement to the extent caused, in whole or in part, by (1) the negligence, recklessness, or willful misconduct, acts or omissions of the TJPA, its employees, or subcontractors; or (2) acts for which the TJPA's employees or subcontractors would be strictly liable.

11. Term.

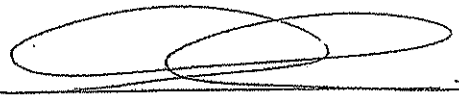
The term of this Agreement shall commence on the Effective Date and extend to the date when this Agreement is terminated, as evidenced in writing. This Agreement may be terminated by either the TJPA or DBI, as evidenced by 15 days written notice. Upon notice of termination by either Party, DBI shall cease performing services on the termination date specified in the written notice. The compensation payable to DBI shall cover only the period for which DBI has performed the Services.

12. **Effective Date.**

The Effective Date of this Agreement shall be the day this Agreement has been executed by the Parties, authorized by the TJPA, and approved by a legally effective San Francisco Board of Supervisors' resolution as required by San Francisco Charter Section 9.118.

TRANSBAY JOINT POWERS AUTHORITY


Date: 7/12/09

By: 

Maria Ayerdi-Kaplan
Executive Director

Approved as to form for the TJPA

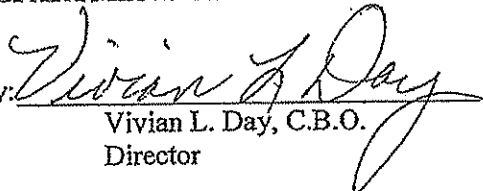
Date: 6 Aug 2009

By: 

Deputy City Attorney
Sheryl Bregman

DEPARTMENT OF BUILDING INSPECTION

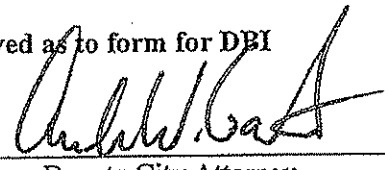
Date: 8/26/09

By: 

Vivian L. Day, C.B.O.
Director

Approved as to form for DBI

Date: 8/26/09

By: 

Deputy City Attorney
Andrew W. Garth

Exhibit A

FTA REQUIREMENTS FOR AGREEMENTS WITH THE TJPA

The FTA's requirements for agreements between the TJPA and a third party are summarized below. Certain FTA provisions described below may not be applicable to all agreements with the TJPA. The italicized text is intended to assist the Contractor in understanding which Federal requirements may be applicable to an agreement. The FTA and the TJPA have sole discretion to apply any particular provision described below.

These provisions supplement the provisions in the Agreement, and shall be interpreted in the broadest possible manner to avoid any conflicts. If there is an unavoidable conflict between the FTA requirements and any other terms and conditions of the Agreement, in the TJPA's sole determination, the FTA requirements shall take precedence.

1. DEFINITIONS

**** The Definitions apply to all Agreements.**

- (a). **Approved Project Budget** means the most recent statement, approved by the FTA, of the costs of the Project, the maximum amount of Federal assistance for which the TJPA is currently eligible, the specific tasks (including specified contingencies) covered, and the estimated cost of each task.
- (b). **Contractor** means the individual or entity awarded an Agreement financed in whole or in part with Federal assistance originally derived from FTA.
- (c). **Federal Cooperative Agreement** means the instrument by which FTA awards Federal assistance to the TJPA to support a particular Project, and in which FTA takes an active role or retains substantial control.
- (d). **FTA** is the acronym for the Federal Transit Administration, one of the operating administrations of the U.S. DOT.
- (e). **FTA Directive** includes any FTA regulation, policy, procedure, directive, circular, notice, order or guidance providing information about FTA's programs, application processing procedures, and Project management guidelines, including the Master Agreement between FTA and the TJPA. In addition to FTA Directives, certain U.S. DOT directives also apply to the Project.
- (f). **Grant Agreement** means the instrument by which FTA awards Federal assistance to the TJPA to support a particular Project, and in which FTA does not take an active role or retain substantial control, in accordance with 31 U.S.C. Section 6304.
- (g). **Government** means the United States of America and any executive department thereof.
- (h). **Project** means the task or set of tasks listed in the Approved Project Budget that is the subject of this Agreement, as well as any modifications stated in the Conditions to the Grant Agreement or Federal Cooperative Agreement applicable to the Project. In the case of the formula assistance programs for urbanized areas, for elderly and persons with disabilities, and non-urbanized areas, 49 U.S.C. sections 5307, 5310, and 5311, respectively, the term "Project" encompasses both a program and each project within a program, as the context may require, to effectuate the requirements of the Grant Agreement or Federal Cooperative Agreement.
- (i). **Recipient** means the TJPA.
- (j). **Secretary** means the U.S. DOT Secretary, including his or her duly authorized designee.
- (k). **Agreement** means a contract, purchase order, memorandum of understanding or other agreement awarded by the TJPA to a Contractor, financed in whole or in part with Federal

assistance awarded by FTA.

- (l). **Subcontract** means a subcontract at any tier entered into by Contractor or its subcontractor relating to the Agreement, financed in whole or in part with Federal assistance originally derived from FTA. Unless otherwise specified, the Contractor must include each of these Federal provisions in any Subcontract related to this Agreement.
- (m). **U.S. DOT** is the acronym for the U.S. Department of Transportation, including its operating administrations.

2. FLY AMERICA REQUIREMENTS

****** *This provision applies to all Agreements for more than \$2,500 that involve the transportation of persons or property, by air, between a place in the U.S. and a place outside the U.S., or between places outside the U.S.*

- (a). The Contractor agrees to comply with 49 U.S.C. Section 40118 (the "Fly America Act") in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act.
- (b). The Contractor shall submit the "Fly America Certification" if the regulation is applicable to the particular Agreement.
- (c). The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier.
- (d). Notwithstanding the foregoing, transportation on a foreign air carrier is permissible when provided by a foreign air carrier under a code share agreement when the ticket identifies the U.S. air carrier's designator code and flight number. Transportation by a foreign air carrier is also permissible if there is a bilateral or multilateral air transportation agreement to which the U.S. Government and a foreign government are parties and which the U.S. DOT has determined meets the requirements of the Fly America Act.

3. BUY AMERICA REQUIREMENTS

****** *This provision applies only to the following types of Agreements: construction agreements of any value; agreements for the acquisition of goods valued at more than \$100,000; and agreements for the acquisition of rolling stock valued at more than \$100,000.*

- (a). The Contractor agrees to comply with 49 U.S.C. Section 5323(j) and 49 CFR Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects, such as the Transbay Transit Center Program that is the subject of this Agreement, are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR Section 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, and microcomputer equipment and software. Separate requirements for rolling stock are set out at 49 U.S.C. Section 5323(j)(2)(C) and 49 CFR Section 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content.
- (b). The Prime Contractor shall submit the "Buy America Certification" at the time of bid/offer if the regulation is applicable to the particular agreement. The Prime Contractor is responsible for ensuring that lower tier subcontractors are in compliance.

4. CARGO PREFERENCE REQUIREMENTS

****** *This provision applies to all Agreements for more than \$2,500 involving equipment, materials, or commodities which may be transported by ocean vessels.*

- (a). The Contractor agrees to use privately owned United States flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the Agreement to the extent such vessels are available at fair and reasonable rates for United States flag commercial vessels.
- (b). The Contractor agrees to furnish within twenty (20) working days following the date of loading for shipments originating within the United States or within thirty (30) working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-landing in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the TJPA (through the Contractor in the case of a subcontractor's bill-of-landing).

5. SEISMIC SAFETY REQUIREMENTS

****** *This provision applies only to Agreements for the construction of new buildings or additions to existing buildings.*

The Contractor agrees that any new building or addition to an existing building that is the subject of this Agreement will be designed and constructed in accordance with the standards for Seismic Safety required in U.S. DOT Seismic Safety Regulations 49 CFR Part 41 and will certify to compliance with such regulations to the extent required by the regulations. The Contractor also agrees to ensure that all work performed under this Agreement, including work performed by a subcontractor, is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

6. ENERGY CONSERVATION REQUIREMENTS

****** *This provision applies to all Agreements.*

The Contractor agrees to comply with 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, 42 U.S.C. Section 6201 et seq.

7. CLEAN WATER REQUIREMENTS

****** *This provision applies to all Agreements greater than \$100,000.*

- (a). The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. Section 1251 et seq. The Contractor agrees to report each violation to the TJPA and understands and agrees that the TJPA will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- (b). The Contractor also agrees to include these requirements in each Subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

8. LOBBYING

****** *This provision applies to the following types of Agreements, if the Agreement is equal to or greater than \$100,000: construction, architectural and engineering; acquisition of rolling stock; professional services; operational services; and Turnkey.*

****** *Please be aware that the requirements in the Agreement regarding limitations on contributions may be more restrictive than the FTA Requirements described below. The Contractor must comply with the requirements described below and in the Agreement.*

- (a). The Prime Contractor shall submit the "New Restrictions on Lobbying Certification" if the regulation is applicable to the particular agreement.
- (b). The Contractor and each subcontractor shall certify to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. Section 1352. The Contractor and each subcontractor shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to a Federal contract, grant or award covered by 31 U.S.C. Section 1352. Such disclosures are forwarded from tier to tier up to the TJPA.

9. ACCESS TO DOCUMENTS

****** *This requirement applies to all Agreements. FTA does not require the inclusion of these requirements in Subcontracts.*

****** *Please be aware that the requirements in the Agreement section entitled "Audit and Inspection of Records" may require the Contractor to maintain files relating to this Agreement for a longer period of time than described in the FTA Requirement below. Please also be aware that, as described in the Agreement section entitled "San Francisco Sunshine Ordinance", the TJPA follows the provisions of the City and County of San Francisco Sunshine Ordinance regarding responses to public requests for certain bid documents. The Contractor must comply with the requirements described below and in the Agreement.*

- (a). Where the TJPA is considered a "local government" and is a Recipient or a subgrantee of a Recipient, in accordance with 49 CFR Section 18.36(i), the Contractor agrees to provide the TJPA, the FTA Administrator, the Comptroller General of the United States and/or any of their authorized representatives access to any books, documents, accounts papers and records of the Contractor which are directly pertinent to this Agreement ("Documents") for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 CFR Section 633.17, to provide the FTA Administrator or its authorized representatives, including any project management oversight Contractor, access to Contractor's Documents and construction sites pertaining to a major capital project, defined at 49 U.S.C. Section 5302(a)1, which is receiving Federal financial assistance through the programs described at 49 U.S.C. sections 5307, 5309 or 5311.
- (b). Where the TJPA is a Recipient or a subgrantee of a Recipient, in accordance with 49 U.S.C. Section 5325(a), and enters into a contract for a capital project or improvement (defined at 49 U.S.C. Section 5302[a]1) through other than competitive bidding, the Contractor agrees to provide the TJPA, the Secretary and the Comptroller General, or any authorized officer or employee of any of them, access to any Documents for the purposes of conducting an audit and inspection.
- (c). The Contractor agrees to permit any of the foregoing parties to reproduce, by any means whatsoever, or to copy excerpts and transcriptions, as reasonably needed, of any Documents.
- (d). The Contractor agrees to maintain all Documents required under this Agreement for a period of not less than three years after the date of termination or expiration of this Agreement, except in the event of litigation or settlement of claims arising from the performance of this Agreement, in which case Contractor agrees to maintain same until the TJPA, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. (See 49 CFR Section 18.39[i][11]).

10. FEDERAL CHANGES

****** *This requirement applies to all Agreements.*

Contractor shall at all times comply with all applicable federal laws and regulations, and all FTA Directives and U.S. DOT Directives applicable to the Project, as they may be amended or promulgated from time to time during the term of this Agreement. It is Contractor's responsibility to be aware of any amendments or changes to such federal requirements and directives. Contractor's failure to so comply shall constitute a material breach of this Agreement.

11. RESERVED

12. CLEAN AIR

****** *This provision applies to all Agreements greater than \$100,000 and to subcontracts greater than \$100,000.*

- (a) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. Section 7401 et seq. The Contractor agrees to report each violation to the TJPA and understands and agrees that the TJPA will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- (b) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000.

13. RECYCLED PRODUCTS

****** *This provision applies to all Agreements to procure \$10,000 or more of any one item designated by the EPA under 40 CFR Part 247, Subpart B in a single fiscal year, and to all Agreements to procure any items designated in 40 CFR Part 247, Subpart B where the TJPA or the Contractor has used Federal funds to procure \$10,000 or more of any one item in the previous fiscal year.*

****** *Please be aware that the requirements in the Agreement regarding resource conservation may be more restrictive than the FTA Requirements described below. The Contractor must comply with the requirements described below and in the Agreement.*

The Contractor agrees to comply with the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. Section 6962 et seq.), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in 40 CFR Part 247, Subpart B.

14. RESERVED

15. RESERVED

16. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

****** *This requirement applies to all Agreements.*

The TJPA and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the Agreement, absent the express written consent by the Federal Government, the Federal Government is not a party to this Agreement and shall not be subject to any obligations or liabilities to the TJPA, Contractor, or any other party (whether or not a party to that Agreement) pertaining to any matter resulting from the Agreement.

17. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

****** *This provision applies to all Agreements.*

- (a). The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. Section 3801 et seq., and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions under the Agreement. Upon execution of the Agreement, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the Agreement or the

FTA-assisted Project for which this Agreement work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

- (b). The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under an Agreement connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. Section 5307, the Government reserves the right to impose the penalties of 18 U.S.C. Section 1001 and 49 U.S.C. Section 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

18. TERMINATION

****** *This requirement applies to all Agreements in excess of \$10,000, except when the Contractor is a nonprofit organization or institution of higher education. When the Contractor is a nonprofit organization or institution of higher education, this requirement applies to all Agreements greater than \$100,000.*

****** *Please be aware that the requirements in the Agreement regarding termination for convenience are more broadly applicable than the FTA Requirements described below. Both the requirements described below and the provisions in the Agreement are applicable to the Agreement.*

- (a). **Termination for Convenience (General Provision)** - The TJPA may terminate this Agreement, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including Agreement close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the TJPA. If the Contractor has any property in its possession belonging to the TJPA, the Contractor will account for the same, and dispose of it in the manner the TJPA directs.
- (b). **Termination for Default [Breach or Cause] (General Provision)** - If the Contractor (1) does not deliver supplies in accordance with the Agreement delivery schedule, or (2) if the Agreement is for services the Contractor fails to perform in the manner called for in the Agreement, or (3) if the Contractor fails to comply with any other provisions of the Agreement, the TJPA may terminate this Agreement for default. Termination shall be effected by serving a notice of termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will only be paid the Agreement price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the Agreement.

If it is later determined by the TJPA that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the TJPA, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

- (c). **Opportunity to Cure (General Provision)** - The TJPA in its sole discretion may, in the case of a termination for breach or default, allow the Contractor a period of time in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions.

If Contractor fails to remedy to the TJPA's satisfaction the breach or default of any of the terms, covenants, or conditions of this within ten (10) days after receipt by Contractor of written notice from the TJPA setting forth the nature of said breach or default, the TJPA shall have the right to terminate the Agreement without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude the TJPA from also pursuing all available remedies against Contractor and its sureties for said breach or default.

- (d). **Waiver of Remedies for any Breach** - In the event that TJPA elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Agreement, such waiver by the TJPA shall not limit the TJPA's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Agreement.
- (e). **Termination for Convenience (Professional or Transit Service Agreements)** - The TJPA, by written notice, may terminate this Agreement, in whole or in part, when it is in the Government's interest. If this Agreement is terminated, the TJPA shall be liable only for payment under the payment provisions of this Agreement for services rendered before the effective date of termination.
- (f). **Termination for Default (Supplies and Service)** - If the Contractor fails to deliver supplies or to perform the services within the time specified in this Agreement or any extension or if the Contractor fails to comply with any other provisions of this Agreement, the TJPA may terminate this Agreement for default. The TJPA shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the Agreement price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this Agreement.

If, after termination for failure to fulfill Agreement obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the TJPA.

- (g). **Termination for Default (Transportation Services)** - If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this Agreement or any extension or if the Contractor fails to comply with any other provisions of this Agreement, the TJPA may terminate this Agreement for default. The TJPA shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the Agreement price for services performed in accordance with the manner of performance set forth in this Agreement.

If this Agreement is terminated while the Contractor has possession of TJPA goods, the Contractor shall, upon direction of the TJPA, protect and preserve the goods until surrendered to the TJPA or its agent. The Contractor and the TJPA shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

If, after termination for failure to fulfill Agreement obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the TJPA.

- (h). **Termination for Default (Construction)** - If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will ensure its completion within the time specified in this Agreement or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provisions of this Agreement, the TJPA may terminate this Agreement for default. The TJPA shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, the TJPA may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the TJPA resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the TJPA in completing the work.

The Contractor's right to proceed shall not be terminated nor the Contractor charged with damages under this clause if:

(1). The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include acts of God, acts of the TJPA, acts of another Contractor in the performance of a Agreement with the TJPA, epidemics, quarantine restrictions, strikes, freight embargoes; and

(2). The Contractor, within ten (10) days from the beginning of any delay, notifies the TJPA in writing of the causes of delay. If in the judgment of the TJPA, the delay is excusable, the time for completing the work shall be extended. The judgment of the TJPA shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the TJPA.

(i) **Termination for Convenience or Default (Architect and Engineering)** - The TJPA may terminate this Agreement in whole or in part, for the TJPA's convenience or because of the failure of the Contractor to fulfill the Agreement obligations. The TJPA shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the contracting officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this Agreement, whether completed or in process.

If the termination is for the convenience of the TJPA, the contracting officer shall make an equitable adjustment in the Agreement price but shall allow no anticipated profit on unperformed services.

If the termination is for failure of the Contractor to fulfill the Agreement obligations, the TJPA may complete the work by contract or otherwise and the Contractor shall be liable for any additional cost incurred by the TJPA.

If, after termination for failure to fulfill Agreement obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the TJPA.

(j). **Termination for Convenience or Default (Cost-Type Agreements)** - The TJPA may terminate this Agreement, or any portion of it, by serving a notice of termination on the Contractor. The notice shall state whether the termination is for convenience of the TJPA or for the default of the Contractor. If the termination is for default, the notice shall state the manner in which the Contractor has failed to perform the requirements of the Agreement. The Contractor shall account for any property in its possession paid for from funds received from the TJPA, or property supplied to the Contractor by the TJPA. If the termination is for default, the TJPA may fix the fee, if the Agreement provides for a fee, to be paid the Contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the TJPA and the parties shall negotiate the termination settlement to be paid the Contractor.

If the termination is for the convenience of the TJPA, the Contractor shall be paid its Agreement close-out costs, and a fee, if the Agreement provided for payment of a fee, in proportion to the work performed up to the time of termination.

If, after serving a notice of termination for default, the TJPA determines that the Contractor has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond the control of the Contractor, the TJPA, after setting up a new work schedule,

may allow the Contractor to continue work, or treat the termination as a termination for convenience.

19. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NON-PROCUREMENT)

****** *This requirement applies to all Agreements and Subcontracts greater than or equal to \$25,000, and to any Agreement for auditing services at any dollar value.*

- (a). This Agreement is a "covered transaction" for purposes of 49 CFR Part 29, and the Contractor is required to comply with 49 CFR Section 29, Subpart C. In particular, the Contractor is required to verify that the Contractor, its "principals," as defined at 49 CFR Section 29.995, and its "affiliates," as defined at 49 CFR Section 29.905, are not "excluded" or "disqualified," as defined at 49 CFR sections 29.940 and 29.945.
- (b). The Contractor shall submit the "Certification Regarding Debarment, Suspension, and Other Responsibility Matters" if the regulation is applicable to the particular agreement.

20. CIVIL RIGHTS REQUIREMENT

****** *This requirement applies to all Agreements.*

****** *Please be aware that the requirements in the Agreement regarding nondiscrimination are broader than the FTA Requirements described below. The Contractor must comply with the requirements described below and in the Agreement.*

- (a). **Nondiscrimination** - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. Section 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. Section 6102, Section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. Section 12132, and Federal transit law at 49 U.S.C. Section 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- (b). **Equal Employment Opportunity** - The following equal employment opportunity requirements apply to the Agreement:
 - (1). **Race, Color, Creed, National Origin, Sex** - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. Section 2000e, and Federal transit laws at 49 U.S.C. Section 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR Parts 60, (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. Section 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
 - (2). **Age** - In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. Section 623, and Federal transit law at 49 U.S.C. Section 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

- (3). **Disabilities** - In accordance with Section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. Section 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

21. BREACHES AND DISPUTE RESOLUTION

** *This requirement applies to all Agreements in excess of \$100,000.*

- (a). **Disputes** - Disputes arising in the performance of this Agreement which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of TJPA's Executive Director. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the Executive Director. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Executive Director shall be binding upon the Contractor and the Contractor shall abide by the decision.
- (b). **Performance During Dispute** - Unless otherwise directed by the TJPA, Contractor shall continue performance under this Agreement while matters in dispute are being resolved.
- (c). **Claims for Damages** - Should either party to the Agreement suffer injury or damage to person or property because of any act or omission of the party or of any of the party's employees, agents or others for whose acts the party is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury of damage.
- (d). **Remedies** - Unless this Agreement provides otherwise, all claims, counterclaims, disputes and other matters in question between the TJPA and the Contractor arising out of or relating to this Agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the state in which the TJPA is located.
- (e). **Rights and Remedies** - The duties and obligations imposed by the Agreement Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the TJPA or Contractor shall constitute a waiver of any right or duty afforded any of them under the Agreement, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

22. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

** *The specific provisions checked below apply to this Agreement.*

- (a). This Agreement is subject to the requirements of 49 CFR Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBEs) is 10 percent. The TJPA FY2008-09 Annual Anticipated DBE Participation Level is 29.2 percent.

A separate Agreement goal of _____ percent DBE participation has been established for this Agreement.

A separate Agreement goal has not been established for this Agreement.

- (b). The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted Agreement. Failure by the

Contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the TJPA deems appropriate. Each Subcontract the Contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR Section 26.13[b]).

(c). *(Checked box is applicable to this Agreement.)*

(If a separate Agreement goal has been established, use the following)

The Contractor was required to document sufficient DBE participation to meet the separate Agreement goal established for this Agreement or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR Section 26.53.

(If no separate Agreement goal has been established, use the following)

The Contractor is required to report its DBE participation obtained through race-neutral means throughout the period of performance.

(d). The Contractor is required to pay its subcontractors performing work related to this Agreement for satisfactory performance of that work no later than ten (10) days after the Contractor's receipt of payment for that work from the TJPA. In addition, the Contractor is required to return any retainage payments to those subcontractors within thirty (30) days after incremental acceptance of the subcontractor's work by the TJPA and Contractor's receipt of the partial retainage payment related to the subcontractor's work.

(e). The Contractor must promptly notify the TJPA whenever a DBE subcontractor performing work related to this Agreement is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The Contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the TJPA.

23. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

****** *This requirement applies to all Agreements.*

The preceding provisions include, in part, certain standard terms and conditions required by U.S. DOT of the TJPA's agreements, whether or not expressly set forth in the preceding Agreement provisions. All contractual provisions required by U.S. DOT, as set forth in FTA Circular 4220.1E, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA-mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any TJPA requests which would cause the TJPA to be in violation of the FTA terms and conditions.

FLY AMERICA CERTIFICATION

49 U.S.C. Section 40118
41 CFR Part 301-10

The bidder or offeror hereby certifies that it will meet the requirements of 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10.

Date _____

Signature _____

Company Name _____

Title _____

BUY AMERICA CERTIFICATION

Certification requirement relating to procurement of steel, iron, or manufactured products.

Certificate of Compliance

The Contractor hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 CFR Part 661.5.

Date _____

Contractor Name _____

Authorized Representative Name _____

Signature _____

Title _____

OR

Certificate of Non-Compliance

The Contractor hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(1) and 49 CFR 661.5, but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 CFR 661.7.

Date _____

Contractor Name _____

Authorized Representative Name _____

Signature _____

Title _____

NEW RESTRICTIONS ON LOBBYING CERTIFICATION

The Contractor certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, 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 agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to 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 contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The Contractor shall require that the language of this certification be included in all Subcontracts, and that all subcontractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. Section 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor certifies and affirms the truthfulness and accuracy of each statement of this certification and disclosure. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Section 3801 et seq., apply to this certification and disclosure.

Date _____

Contractor Name _____

Authorized Representative Name _____

Signature _____

Title _____

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS**

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

- (1) The prospective participant certifies to the best of its knowledge and belief that it and its principals:
 - a. Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) b. of this certification; and
 - d. Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.
- (2) Where the prospective participant is unable to certify to any of the statements in this certification, such prospective primary participant shall attach an explanation to this proposal.

The certification in this clause is a material representation of fact relied upon by the TJPA. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the TJPA, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Bidder/Offeror Name: _____

Authorized Representative Name: _____

Authorized Representative Title: _____

Authorized Representative Signature: _____

Date: _____

Exhibit B



FEE SCHEDULE
NEW CONSTRUCTION BUILDING PERMIT
 CITY AND COUNTY OF SAN FRANCISCO
 1660 MISSION STREET, SAN FRANCISCO, CA 94103
 PHONE: (415) 558-6088 FAX: (415) 558-6041 www.sfgov.org/dbi
 August 2008

TABLE
1A-A
 (1 of 3)

The following building permit fees apply to all building permits issued on and after September 2, 2008. The Building Permit Fee is the Plan Review Fee plus the Permit Issuance Fee.

TOTAL VALUATION	PLAN REVIEW FEE	PERMIT ISSUANCE FEE
\$1.00 to \$2,000.00	\$141.17 for the first \$500.00 or less plus \$5.83 for each additional \$100.00 or fraction thereof, to and including \$2,000.00	\$60.50 for the first \$500.00 or less plus \$2.50 for each additional \$100.00 or fraction thereof, to and including \$2,000.00
\$2,001.00 to \$50,000.00	\$228.62 for the first \$2,000.00 plus \$14.00 for each additional \$1,000.00 or fraction thereof, to and including \$50,000.00	\$98.00 for the first \$2,000.00 plus \$6.00 for each additional \$1,000.00 or fraction thereof, to and including \$50,000.00
\$50,001.00 to \$200,000.00	\$900.62 for the first \$50,000.00 plus \$9.33 for each additional \$1000.00 or fraction thereof, to and including \$200,000.00	\$386.00 for the first \$50,000.00 plus \$4.00 for each additional \$1000.00 or fraction thereof, to and including \$200,000.00
\$200,001.00 to \$500,000.00	\$2,300.12 for the first \$200,000.00 plus \$6.53 for each additional \$1000.00 or fraction thereof, to and including \$500,000.00	\$986.00 for the first \$200,000.00 plus \$2.80 for each additional \$1000.00 or fraction thereof, to and including \$500,000.00
\$500,001.00 to \$1,000,000.00	\$4,259.12 for the first \$500,000.00 plus \$5.83 for each additional \$1,000.00 or fraction thereof, to and including \$1,000,000.00	\$1,826.00 for the first \$500,000.00 plus \$2.50 for each additional \$1,000.00 or fraction thereof, to and including \$1,000,000.00
\$1,000,001.00 to \$5,000,000.00	\$7,174.12 for the first \$1,000,000.00 plus \$5.13 for each additional \$1,000.00 or fraction thereof, to and including \$5,000,000.00	\$3,076.00 for the first \$1,000,000.00 plus \$2.20 for each additional \$1,000.00 or fraction thereof, to and including \$5,000,000.00
\$5,000,001.00 and up	\$27,694.12 for the first \$5,000,000.00 plus \$4.90 for each additional \$1,000.00 or fraction thereof	\$11876.00 for the first \$5,000,000.00 plus \$2.10 for each additional \$1,000.00 or fraction thereof

NOTE: Non-electric and electric sign permit follow this fee schedule.

This worksheet is for informational purposes only. Additional fees may apply to your building permit. This information is available in alternative formats for persons with disabilities. To request this fee schedule in alternative format, contact (415) 558-6088 or DBICustomerService@sfgov.org



**FEE SCHEDULE
ALTERATION BUILDING PERMIT**

CITY AND COUNTY OF SAN FRANCISCO
1660 MISSION STREET, SAN FRANCISCO, CA 94103
PHONE: (415) 558-6088 FAX: (415) 558-6041 www.sfgov.org/dbi
August 2008

**TABLE
1A-A
(2 of 3)**

The following building permit fees apply to all building permit issued on and after September 2, 2008. The Building Permit Fee is the Plan Review Fee plus the Permit Issuance Fee.

The Alteration Building Permit Fee Schedule applies to alterations, repairs, additions or other work on an existing building or structure, or to the modification of the scope of an approved permit as required by San Francisco Building Code Section 106A.4.7.

TOTAL VALUATION	PLAN REVIEW FEE	PERMIT ISSUANCE FEE
\$1.00 to \$2,000.00	\$155.75 for the first \$500.00 or less plus \$3.15 for each additional \$100.00 or fraction thereof, to and including \$2,000.00	\$66.75 for the first \$500.00 or less plus \$1.35 for each additional \$100.00 or fraction thereof, to and including \$2,000.00
\$2,001.00 to \$50,000.00	\$203.00 for the first \$2,000.00 plus \$19.11 for each additional \$1,000.00 or fraction thereof, to and including \$50,000.00	\$87.00 for the first \$2,000.00 plus \$8.19 for each additional \$1,000.00 or fraction thereof, to and including \$50,000.00
\$50,001.00 to \$200,000.00	\$1,120.28 for the first \$50,000.00 plus \$11.43 for each additional \$1000.00 or fraction thereof, to and including \$200,000.00	\$480.12 for the first \$50,000.00 plus \$4.90 for each additional \$1000.00 or fraction thereof, to and including \$200,000.00
\$200,001.00 to \$500,000.00	\$2,834.78 for the first \$200,000.00 plus \$9.33 for each additional \$1000.00 or fraction thereof, to and including \$500,000.00	\$1,215.12 for the first \$200,000.00 plus \$4.00 for each additional \$1000.00 or fraction thereof, to and including \$500,000.00
\$500,001.00 to \$1,000,000.00	\$5,633.78 for the first \$500,000.00 plus \$6.42 for each additional \$1,000.00 or fraction thereof, to and including \$1,000,000.00	\$2,415.12 for the first \$500,000.00 plus \$2.75 for each additional \$1,000.00 or fraction thereof, to and including \$1,000,000.00
\$1,000,001.00 to \$5,000,000.00	\$8,843.78 for the first \$1,000,000.00 plus \$5.83 for each additional \$1,000.00 or fraction thereof, to and including \$5,000,000.00	\$3,790.12 for the first \$1,000,000.00 plus \$2.50 for each additional \$1,000.00 or fraction thereof, to and including \$5,000,000.00
\$5,000,001.00 and up	\$32,163.78 for the first \$5,000,000.00 plus \$5.48 for each additional \$1,000.00 or fraction thereof	\$13,790.12 for the first \$5,000,000.00 plus \$2.35 for each additional \$1,000.00 or fraction thereof

This worksheet is for informational purposes only. Additional fees may apply to your building permit. This information is available in alternative formats for persons with disabilities. To request this fee schedule in alternative format, contact (415) 558-6088 or DBICustomerService@sfgov.org



**FEE SCHEDULE
NO PLANS PERMIT**

CITY AND COUNTY OF SAN FRANCISCO
1660 MISSION STREET, SAN FRANCISCO, CA 94103
PHONE: (415) 558-6088 FAX: (415) 558-6041 www.sfgov.org/dbi
August 2008

**TABLE
1A-A
(3 of 3)**

The following building permit fees apply to all building permits issued on and after September 2, 2008.

TOTAL VALUATION	PERMIT ISSUANCE FEE
\$1.00 to \$2,000.00	\$180.00 for the first \$500.00 or less plus \$4.00 for each additional \$100.00 or fraction thereof, to and including \$2,000.00
\$2,001.00 to \$50,000.00	\$240.00 for the first \$2,000.00 plus \$5.83 for each additional \$1,000.00 or fraction thereof, to and including \$50,000.00
\$50,001.00 to \$200,000.00	\$519.84 for the first \$50,000.00 plus \$2.86 for each additional \$1000.00 or fraction thereof, to and including \$200,000.00
\$200,001.00 and up	Plans Required for Submittal

This worksheet is for informational purposes only. Additional fees may apply to your building permit. This information is available in alternative formats for persons with disabilities. To request this fee schedule in alternative format, contact (415) 558-6088 or DBICustomerService@sfgov.org



FEE SCHEDULE OTHER BUILDING PERMIT AND PLAN REVIEW FEES

CITY AND COUNTY OF SAN FRANCISCO
1660 MISSION STREET, SAN FRANCISCO, CA 94103
PHONE: (415) 558-6088 FAX: (415) 558-6041 www.sfgov.org/dbi
August 2008

**TABLE
1A-B**

The following building permit fees apply to all building permits issued on and after September 2, 2008.

Plan Review Fees Not Covered in Table 1A-A	Plan Review Hourly Rate – Minimum One Hour
Back Check Fee ¹ :	Plan Review Hourly Rate – Minimum One Hour
Commencement of work not started	See SFBC Section 106A.3.4 Note: Compliance with additional codes as required
a. Building, plumbing, mechanical, or electric permit fee	75% of current fee
b. Plan Review Fee	100% of current fee
Permit Facilitator Fee:	Plan Review Hourly Rate – Minimum Three Hours See SFBC Section 106A.3.6
Pre-application Plan Review Fee	Plan Review Hourly Rate – Minimum Two Hours Per Employee
Reduced Plan Review Fee ² :	50% of the Plan Review Fee
Sign Plan Review Fee	See Table 1A-A Building Permit Fees
Site Permit Fee:	Per SFBC Section 107A.3.4, 25% of Plan Review Fee based on Table 1A-A. Minimum Fee \$500.00
Premium Plan Review Fee – submitted application	50% of Plan Review Fee plus \$1,000.00 administration fee
Premium Plan Review Fee – Over the counter building plan review by appointment:	50% of Plan Review Fee plus \$400.00
Other Services	Standard Hourly Rates per Table 1A-D

¹ Back Check: (1) that time spent reviewing applicant-initiated revisions to plans that do not effect the valuation, scope or size of the project; or (2) any additional plan review performed on required corrections to plans beyond the standard review process, as determined by the Building Official. Plan review required for applicant-initiated revisions effecting valuation, scope, or size or project may be assessed a new plan review fee in addition to the initial plan review fee as determined by the Building Official.

² Reduced Plan Review Fee: For reviewing submittal documents identical to those filed within one year of the original approved construction documents which the full plan review fee was paid. Plans may be considered identical when they contain only such minor differences as exterior finishes, or if they are identical but opposite hand. This fee is for the second and each subsequent set of identical submittal documents within the stated time period. To obtain this reduction, the applicant shall submit a copy of the original approved construction documents for this the full plan review fee was paid. When the submittal documents are substantially changed from those that were previously approved, an additional full plan review fee shall be charged.

This worksheet is for informational purposes only. Additional fees may apply to your building permit. This information is available in alternative formats for persons with disabilities. To request this fee schedule in alternative format, contact (415) 558-6088 or DBICustomerService@sfgov.org



**FEE SCHEDULE
PLUMBING/MECHANICAL ISSUANCE
AND INSPECTION FEES**

CITY AND COUNTY OF SAN FRANCISCO
1660 MISSION STREET, SAN FRANCISCO, CA 94103
PHONE: (415) 558-6088 · FAX: (415) 558-6041 www.sfgov.org/dbi
August 2008

**TABLE
1A-C**

The following permit fees apply to all permits issued on and after September 2, 2008.

Additional plumbing and mechanical inspections may be purchased on existing active plumbing/mechanical permits issued *before September 2, 2008* at the old rate of \$80.00/hour. A permit is considered active for a period of 90 calendar days after issuance. A *maximum of two additional inspections* may be purchased on active permits *before December 2, 2008*, at the old rate of \$80.00/hour.

Permit applicants shall show a complete itemization of the proposed scope of work and select the appropriate fee category.

A separate permit is required for each structure, condominium unit, high-rise office, suite, or tenant space.

Standard hourly inspection rates will apply for installations not covered by the fee categories below.

Fees shall be paid in full prior to approval for occupancy, job card signature, gas tags, or final signoff, as applicable.

Please see Table 1A-R for Refund Policy.

A permit may include more than one category, and each category will be charged separately.

Work being performed by different contractors requires separate permits for their scope of work.

Permit Issuance Fees by Category		
CATEGORY 1P	Single Residential Unit – repair or new installations of plumbing systems for a <i>single</i> water service, building drain/sewer replacement or repair, installation of <i>one</i> shower pan if part of a <i>single</i> bath remodel (if being installed by a different contractor, a separate plumbing permit is required), water heater, minor repair, a <i>single</i> bathroom remodel, a <i>single</i> kitchen remodel, any <i>single</i> device or fixture), or make up water & gas for boiler (maximum two inspections)	\$160.00
CATEGORY 1M	Single Residential Unit – installation of <i>single</i> appliance, heat pump, furnace or part and parts or repair work (maximum two inspections)	\$150.00
CATEGORY 2PA	Plumbing installation or repair to any part of the plumbing system for residential construction with 6 units or less, guest rooms or combination of any listed installation in Category 1P and <i>without</i> any underground piping. (maximum three inspections)	\$275.00
CATEGORY 2PB	Plumbing installation or repair to any part of the plumbing system for residential construction with 6 units or less, guest rooms or a combination of any listed installation in Category 1P and <i>with</i> any underground piping (maximum four inspections)	\$400.00
CATEGORY 2M	Mechanical gas appliances for residential construction with 6 dwelling units or guest rooms or less (maximum three inspections)	\$240.00

CATEGORY 3PA	7 – 12 Dwelling Units (maximum five inspections)	\$575.00
CATEGORY 3PB	13 – 36 Dwelling Units (maximum eight inspections)	\$1,150.00
CATEGORY 3PC	Over 36 Dwelling Units (maximum 30 inspections)	\$4,800.00
CATEGORY 3MA	7 – 12 Dwelling Units (maximum six inspections)	\$575.00
CATEGORY 3MB	13 – 36 Dwelling Units (maximum eight inspections)	\$1,150.00
CATEGORY 3MC	Over 36 Dwelling Units (maximum 30 inspections)	\$4,800.00
CATEGORY 4PA	Fire sprinklers – one and two family dwelling units (maximum three inspections)	\$150.00
CATEGORY 4PB	Fire sprinklers – three or more dwelling units or guest rooms, commercial and office –per floor (maximum two inspections per floor)	\$250.00
CATEGORY 5P/5M	Office, mercantile or retail buildings. New or replacement improvement, heating/cooling equipment to piping connected thereto – per tenant or per floor, whichever is less. (maximum two inspections per floor)	\$325.00
CATEGORY 6PA	Restaurants (New and Remodel) fee includes 5 or less drainage and or gas outlets – no additional fees required for public or private restroom (maximum four inspections)	\$311.00
CATEGORY 6PB	Restaurants (New and Remodel) fee includes 6 or more drainage and/or gas outlets – no additional fees required for public or private restroom (maximum seven inspections)	\$820.00
CATEGORY 8	New Boiler installations per Boiler (A plumbing permit for Category 1P is required for this installation)	\$275.00
CATEGORY 9P/M	Surveys	\$300.00
CATEGORY 10P/M	Condominium Conversions	\$365.00
BOILER MAINTENANCE PROGRAM	(Permit to Operate - P/O) See Table 1A-M – Boiler Fees for additional boiler related fees.	\$52.00 \$30.00

Standard Inspection Fees	
Re-inspection or additional inspection per SFBC Section 108A.8	Standard Hourly Inspection Rate \$170.00

This worksheet is for informational purposes only. Additional fees may apply to your building permit. This information is available in alternative formats for persons with disabilities. To request this fee schedule in alternative format, contact (415) 558-6088 or DBICustomerService@sfgov.org



FEE SCHEDULE
STANDARD HOURLY RATES

CITY AND COUNTY OF SAN FRANCISCO
1660 MISSION STREET, SAN FRANCISCO, CA 94103
PHONE: (415) 558-6088 FAX: (415) 558-6041 www.sfgov.org/dbi
August 2008

**TABLE
1A-D**

Effective September 2, 2008.

Plan Review	\$187.00 per hour
Inspection	\$170.00 per hour
Administration	\$104.00 per hour

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**FEE SCHEDULE
ELECTRICAL PERMIT
ISSUANCE AND INSPECTION**

CITY AND COUNTY OF SAN FRANCISCO
1660 MISSION STREET, SAN FRANCISCO, CA 94103
PHONE: (415) 558-6088 FAX: (415) 558-6041 www.sfgov.org/dbi
August 2008

**TABLE
1A-E**

The following fees apply to all permits issued on and after September 2, 2008.

Additional inspections may be purchased on active electrical permits issued *before September 2, 2008* at the old rate of \$80.00/hour. A permit is considered active for a period of 90 calendar days after issuance. A *maximum of two additional inspections* may be purchased on active permits before *December 2, 2008*, at the old rate of \$80.00/hour.

Permit applicants shall itemize the proposed scope of work and select the appropriate category and fee amount.

Separate electrical permits are required for each structure, condominium unit, existing apartment unit, high-rise office floor, suite, or tenant space.

Standard hourly permit issuance and inspection rates shall apply for installations not covered by this fee schedule.

Fees shall be paid in full prior to: occupancy approval, job card signature, permission to energize, or final sign-off, as applicable.

An Outlet is defined as a point on the wiring system at which current is taken to supply utilization equipment. For the purpose of this fee schedule, utilization equipment shall include: controllers, fixed appliances, luminaires (lighting fixtures) motors, panelboards, receptacles, switches, and service equipment.

Category 1 General Wiring - Residential Buildings	
Up to 10 outlets (up to one inspection)	\$160.00
11 to 20 outlets (up to two inspections)	\$240.00
21 to 40 outlets (up to three inspections)	\$300.00
More than 40 outlets (up to four inspections)	\$420.00
Buildings of 5,000 to 10,000 sq. ft. area (up to five inspections)	\$600.00

Category 2 General Wiring - Nonresidential Buildings & Residential Buildings over 10,000 sq. ft.	
Up to 5 outlets (up to two inspections)	\$240.00
6 to 20 outlets (up to three inspections)	\$360.00
More than 21 outlets in areas up to 2,500 sq. ft. (up to four inspections)	\$480.00
2,501 to 5,000 sq. ft. (includes coordination meetings and up to (up to six inspections))	\$720.00
5,001 to 10,000 sq. ft. (includes coordination meetings and up to (up to eight inspections))	\$1,200.00

10,001 to 30,000 sq. ft. Includes coordination meetings and up to (up to 12 inspections)	\$400.00
30,001 to 50,000 sq. ft. Includes coordination meetings and up to (up to 18 inspections)	\$4,800.00
50,001 to 100,000 sq. ft. Includes coordination meetings and up to (up to 24 inspections)	\$2,000.00
100,001 to 500,000 sq. ft. Includes coordination meetings and up to (up to 48 inspections)	\$14,400.00
500,001 to 1,000,000 sq. ft. Includes coordination meetings and up to (up to 120 inspections)	\$22,400.00
1,000,000 sq. ft. or more Includes coordination meetings and up to (up to 240 inspections)	\$64,800.00

Category 3 Retrofit Service and Distribution Equipment, Emergency, Legally required, and Stand-by Generator Systems, Utilization Equipment and Separately Derived Systems that are not part of Categories 1 or 2 (includes two inspections)	
Equipment rated up to 225 amps	\$240.00
250 to 300 amps or up to 100 kva	\$360.00
600 to 1000 amps	\$480.00
1200 to 2,000 amps	\$720.00
More than 2,000 amps	\$960.00
600 volts or more	\$960.00
150 kva rating or less	\$240.00
501 kva or more	\$480.00
Fire Pump and/or Generator Installations	\$480.00 each

Category 4 Retrofit Fire Warning and Emergency Systems	
Building installations up to 3 floors (up to three inspections)	\$480.00
4 - 9 floors (up to eight inspections)	\$1,440.00
10 - 25 floors (up to 12 inspections)	\$2,400.00
26 floors or more (up to 24 inspections)	\$2,000.00

Category 5 Data, Communications, and Wireless Systems	
Up to 10 cables	Exempt
11 to 500 cables (up to one inspection)	\$1,700.00
Each additional group of 100 cables (hourly rate)	\$25.00

Category B Miscellaneous Installations	
Office Workstations, up to 5 (up to one inspection)	\$170.00
Each additional group of 10 workstations (hourly rate)	\$80.00
Temporary Exhibition Wiring, 1 to 100 booths (includes one inspection)	\$240.00
Each additional group of 10 booths	\$25.00
Exterior Electrical Sign (includes one inspection)	\$170.00
Interior Electrical Sign (one inspection)	\$170.00
Each Additional Sign at the same address (up to one inspection)	\$40.00
Quarterly Permits (includes one inspection)	\$75.00
Maximum five outlets in any one location	
Survey Inspection and Report, per hour or fraction thereof (up to one inspection)	\$170.00
Survey Inspection and Report for non-residential buildings, per hour or fraction thereof (up to one inspection) (SFBC Table 1A-C)	\$240.00
Witness Testing: life safety, fire warning, emergency, and energy management systems	
One hour minimum	\$170.00
Additional hourly rate	\$170.00
Off-hour inspections: two hour minimum	\$370.00
Additional off-hourly rate	\$170.00
Security Systems, up to 10 components (up to one inspection)	\$170.00
Each additional group of 10 components (up to two inspections)	\$160.00
Includes installations and devices that interface with life safety system	
Energy Management, HVAC, and Low-Voltage Wiring Systems	
1-10 floors (up to three inspections)	\$180.00
Each additional floor	\$50.00
Solar Photovoltaic Systems	
10 kW or less	\$170.00
Each additional 10 kW (up to two inspections)	\$100.00
Standard Inspection Fees	
For each inspection, re-inspection or additional inspection required, per SFBC Section 108A.8	\$170.00, hourly inspection rate

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**FEE SCHEDULE
SPECIALTY PERMIT**
CITY AND COUNTY OF SAN FRANCISCO
1660 MISSION STREET, SAN FRANCISCO, CA 94103
PHONE: (415) 558-6088 FAX: (415) 558-6041 www.sfgov.org/dbi
August 2008

**TABLE
1A-F**

The following fees are effective on and after September 2, 2008.

Bleachers Permit Fee:	See Table 1A-A for New Construction Fees
Chimney and Flue Permit Fee:	See Table 1A-A for New Construction Fees
Demolition Permit Fee:	See Table 1A-A for New Construction Fees
Extra permit work: (Exceeding the scope of approved permit per Table 1A-K)	Two times the standard fees for work remaining to be done or not covered in original permit scope
Garage door Permit Fee:	
Each garage door in an existing building	\$160.00
Grading Permit Fee:	See Table 1A-A for New Construction Fees
House moving Permit Fee:	Standard Hourly Inspection Rate – Minimum Three Hours
Recommencement of work not completed:	Standard Inspection Fee per Table 1A-C. See also Table 1A-B – Commencement of Work Not Started.
Re-roofing Permit Fee:	\$160.00 for Single-Family Homes and duplexes \$240.00 for all others.
Strong Motion Instrumentation Program Fee:	
Group R Occupancies of 3 stories or less, except hotels and motels	0.00013 times the valuation
Hotels and motels, all buildings greater than 3 stories, all occupancies other than Group R	0.00024 times the valuation
Minimum Fee	\$1.60
Subsidiary construction Permit Fee:	
Construction	See Table 1A-A for New Construction Fees
Construction of impervious surface in the required front and setback area	\$100.00

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alternative format, contact (415) 558-6088 or DBICustomerService@sfgov.org



**FEE SCHEDULE
INSPECTIONS, SURVEYS AND REPORTS**

CITY AND COUNTY OF SAN FRANCISCO
1660 MISSION STREET, SAN FRANCISCO, CA 94103
PHONE: (415) 558-6088 FAX: (415) 558-6041 www.sfgov.org/dbi
August 2008

**TABLE
1A-G**

Effective September 2, 2008.

Standard Hourly Rate	See Table 1A-D
Off-hours inspection	Standard Hourly Inspection Rate – Minimum Two Hours plus Permit Fee
Pre-application inspection	Standard Hourly Inspection Rate – Minimum Two Hours
Re-inspection Fee	Standard Hourly Inspection Rate
Report of residential records (RR)	\$160.00
Survey of nonresidential buildings:	Standard Hourly Inspection Rate – Minimum Two Hours, per hour/per discipline
Survey of residential buildings for any purpose or Code conversions:	
Single unit	\$1,750.00
Two to four units	\$2,300.00
Five or more units	\$2,300.00 plus Standard Hourly Inspection Rate
Hotels:	
Includes 10 guest rooms	\$1,750.00
11 to 20 guest rooms	\$2,300.00 plus \$42.50 per guest room over 10
Temporary Certificate of Occupancy	Standard Hourly Inspection Rate – Minimum Two Hours, per discipline

FEE SCHEDULE STANDARD HOURLY RATES		TABLE 1A-D
Plan Review		\$167.00 per hour
Inspection		\$170.00 per hour
Administration		\$104.00 per hour

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**FEE SCHEDULE
MISCELLANEOUS FEES**

CITY AND COUNTY OF SAN FRANCISCO
1660 MISSION STREET, SAN FRANCISCO, CA 94103
PHONE: (415) 558-6088 FAX: (415) 558-6041 www.sfgov.org/dbi
August 2008

**TABLE
1A-J**

Effective September 2, 2008.

1. Central Permit Bureau Processing Fee for Miscellaneous Permits from other disciplines	Standard Administration Hourly Rate - Minimum One-Half Hour
2. Building Numbers ¹ (each entrance)	\$210.00
3. Extension of initial Plan Review application, cancellation and permit expiration	
Each application extension	\$160.00 plus 20% of All Plan Review Fees
Each permit extension	\$160.00 plus 10% of All Permit Issuance Fees
4. Product approvals:	
General approval - initial or reinstatement	Standard Hourly Plan Review Rate - Minimum Three Hours
General approval - modification or revision	Standard Hourly Plan Review Rate - Minimum Three Hours
General approval - biannual renewal	Standard Hourly Plan Review Rate - Minimum Three Hours

¹ Building Numbers: Every person shall obtain an official street number assignment at the time the person files a permit application or establishes a new parcel and shall place the numbers so assigned on the building in such a position that the number is easily visible to approaching emergency vehicles.

FEE SCHEDULE STANDARD HOURLY RATES	TABLE 1A-D
Plan Review	\$137.00 per hour
Inspection	\$170.00 per hour
Administration	\$104.00 per hour

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