

WHEREAS, pursuant to the request of the Public Library Trustees of the City and County of San Francisco, the Director of Public Works has appointed, by Order No. 3835, approved on April 1, 1936, Frederick H. Meyer, Kohl Building, San Francisco, California, as Architect to prepare plans and specifications and necessary supervision for the construction of two branch public libraries to be located in the West Portal and Bernal Heights District in the City and County of San Francisco, California.

IT IS UNDERSTOOD AND AGREED that the compensation of said Frederick H. Meyer for services to be rendered pursuant to Order No. 3835, approved April 1, 1936, is fixed in the sum of six per cent (6%) of the total cost of construction of the two branch public libraries.

IT IS FURTHER UNDERSTOOD AND AGREED that time is the essence of this contract and that the preliminary plans and/or sketches shall be completed within 30 days after the signing of this contract and that the final working plans or drawings and specifications shall be completed within sixty (60) working days after the approval and/or adoption by the Board of Public Library Trustees of said preliminary plans and/or sketches. Any delays in said architect's work by acts or neglect of the Board of Public Library Trustees, and which are not due to any fault or negligence on the part of said architect, shall be added to the time for the completion of the preliminary plans and/or sketches and/or final working plans or drawings and specifications. If, in the opinion of the Director of Public Works the architect fails to perform and/or provide prompt, efficient and thorough architectural and/or engineering services and/or has failed to complete the work within the time limits herein provided, the Director of Public Works reserves the right to terminate this contract, take the architect's preliminary plans and/or sketches and/or final working plans or drawings and specifications insofar as they are complete and acceptable to said Director of Public Works and pay the Architect therefor in accordance with the amount of services performed and/or provided by the architect prior to the termination of the contract.

IT IS FURTHER UNDERSTOOD AND AGREED that the said Frederick H. Meyer, Architect, shall appoint as structural, Mechanical and Electrical Engineers only those who are duly licensed Engineers and who have been residents of the City and County of San Francisco for a period of one year continuously next preceding the date of their appointment by the Architect and said appointment shall be subject to the approval of the Director of Public Works.

IT IS FURTHER UNDERSTOOD AND AGREED that the compensation of said Structural, Mechanical and Electrical Engineers shall be paid by the Architect from his compensation as hereinabove fixed and mentioned.

IT IS FURTHER UNDERSTOOD AND AGREED that the architect must furnish at his expense one complete set of negatives of the original drawings for each branch public library. The architect will furnish at his own expense at least six complete sets of all blueprints for each branch public library. Any additional sets of blueprints necessary will be furnished at the expense of the Public Library Trustees.

IT IS FURTHER UNDERSTOOD AND AGREED that the above mentioned compensation or fee, to-wit, six (6) per cent of the total cost of the two branch public libraries shall be payable to the said Frederick H. Meyer, Architect, as follows:

(1) Upon completion of the preliminary plans and studies, and after the approval by the Board of Library Trustees and the Art Commission and the Director of Public Works of same, a sum equal to twenty per cent (20%) of the basic rate computed upon a reasonable estimated cost;

(2) Upon completion of final plans and specifications approved by the Public Library Trustees, Director of Public Works, and the Art Commission a sum sufficient to increase payments on the fee to sixty per cent (60%) of the rate of compensation or commission arising from this agreement, computed upon a reasonable cost estimated on such completed plans and specifications, and/or if bids have been received, then computed upon the lowest bonafide bid or bids;

(3) From time to time during the execution of the work,  
and in proportion to the amount of services rendered by the  
Architect payments shall be made until the aggregate of all payments  
made on account of the fee or compensation shall be a sum equal to  
the rate of commission arising from this agreement computed upon  
the final cost of the work.

The above appointment and terms are hereby accepted.

signed Frederick H. Meyer ARCHITECT

Approved:

W. H. Worden

W. H. Worden  
Director of Public Works of the  
City and County of San Francisco

Board of Library Trustees

BY H. Simpson  
Secty

Date 4/7/36

San Francisco, California

Approved as to form -

signed John J. O'Toole

John J. O'Toole  
CITY ATTORNEY

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