



To: Authorized SFAC Signatories for Sole Source Approval

From: Grace Weiss, Project Manager, Civic Art Collection and Public Art Program

Date: August 18, 2026

Subject: Request for Approval of Sole Source Contract – Fine Art Electrical Engineering Services

I. Background

The San Francisco Arts Commission (SFAC) administers the City's Civic Art Collection and Public Art Program under the authority of [Charter Section 5.103](#), which grants the Commission jurisdiction over the acquisition, placement, and maintenance of works of art on City property. In fulfillment of this mandate, SFAC oversees the ongoing maintenance and preservation of the Joseph Kosuth neon installation, *W.F.T. (SF)* (2019) at the Bill Graham Civic Auditorium. To achieve this, staff is requesting approval of a Sole Source contract for the electrical engineering review of the neon installation, given the specialized expertise required.

II. Sole Source Justification

Under [San Francisco Administrative Code Chapter 6, Section 6.73](#), Sole Source contracts may be approved only in limited circumstances, such as when services are available from a single provider due to unique qualifications, proprietary rights, regulatory requirements, or when switching vendors would result in duplicative costs, delays, or loss of warranty; they may not be justified by lack of planning, convenience, or expediency. The responses to the following five questions provide justification for a sole source contract.

1. What specific work or services are required to meet the department's needs, and what is the estimated contract value?

A review of Joseph Kosuth's neon artwork, *W.F.T. (SF)* (2019), as-built electrical infrastructure to identify necessary improvements and provide maintenance recommendations. The estimated contract value is \$19,000, which includes project contingency.

2. What are the proposed contractor's unique qualifications to perform this work, or why does the nature of the work require Sole Source procurement?

Randall Lamb Associates, Inc., is the original electrical engineer of Joseph Kosuth's neon artwork, *W.F.T. (SF)* (2019), and is most familiar with the system as they designed it. The contractor has proprietary knowledge of this unique neon artwork, its electrical requirements, and its integration into the Bill Graham Civic Auditorium. Pursuant to §6.73(c)(2), the services are only available from this source due to their unique qualifications and technical capacity.

3. What is the anticipated cost to the City and why is this cost in the City's best financial interest?

The anticipated cost is \$19,000, which includes project contingency. This cost is in the City's best financial interest because engaging another vendor would further delay this project and likely result in the risk of artwork damage, consistent with §6.73(c)(3)(A)–(C).

4. Was a solicitation or advertisement issued to determine Sole Source eligibility? If not, why was issuing a solicitation impracticable, and what market research (if any) was conducted?

A competitive solicitation was not issued. It was determined impracticable because the services are reasonably available only from Randall Lamb Associates, Inc., consistent with §6.73(c)(1). Staff confirmed this through prior project experience with the vendor during the artwork's design and installation, which demonstrated that no other vendors possess the necessary expertise to review the needs of this unique neon installation.

5. If this is follow-on work under §6.73(c)(3), why would a competitive process not serve the public's best interests?

A competitive process would not serve the public's best interests due to duplicated costs: awarding the work to another contractor would duplicate costs including specialized artwork training, involved mobilizations, and coordination with the artist studio.

III. Attachments

- Contractor Cost Proposal

IV. Signatures

Role	Printed Name	Signature	Date
Submitted by	Grace T. Weiss	DocuSigned by: <i>Grace T. Weiss</i> 02A874839AD0467...	8/18/2026
	Public Art Project Manager		
Read and Reviewed by	Mary Chou	DocuSigned by: <i>Mary Chou</i> 8BA72D52A3214FE...	8/18/2026
	Public Art Program Director		
Read and Reviewed by	Ebon Glenn	DocuSigned by: <i>Ebon Glenn</i> 08E142BAE136463...	8/18/2026
	Deputy Director of Programs		
Approved by	L. Matthew Goudeau	Signed by: <i>L. Matthew Goudeau</i> 99688C0ECEAB48B...	8/18/2026
	ED of Arts and Culture		



RANDALL LAMB

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PROPOSAL FOR ENGINEERING SERVICES

Grace Weiss
Project Manager, Civic Art Collection and Public Art Program
San Francisco Arts Commission
401 Van Ness Avenue, Suite 325

August 13, 2026

SF25192r2

Project: Kosuth Neon Issues at BGCA

Dear Grace:

We are pleased to submit this proposal for electrical engineering services for the above referenced project.

I. PROJECT DESCRIPTION

Client has experienced transformer failures and circuit breaker tripping for the infrastructure feeding the neon sign artwork. Our scope of work is to investigate causes of these issues and recommend corrective action.

II. SCOPE OF SERVICES

- A. Review record drawings and other data compiled by client
- B. Perform field investigation.
- C. Discuss observations by building engineering staff and electrician.
- D. Assess actual circuit loading and perform load calculations.
- E. Review specs on proposed neon transform replacements.
- F. Meet with client to discuss recommendations.
- G. Prepare drawings for circuiting changes and/or other corrective measures.
- H. Assist owner in obtaining estimate from electrical contractor
- I. Review pricing
- J. Provide assistance responding to RFIs etc during construction.

III. ASSUMPTIONS

- A. Electrical permit for corrective work is not included.
- B. Any load and voltage measurements that may be required are to be provided by others (Decker or building engineer)

IV. FEES

- A. Compensation will be computed on a time and expense basis in accordance with our Billing Rate Schedule (copy attached). We estimate our charges will not exceed twelve thousand dollars (\$12,000)

V. STANDARD BILLING AND PAYMENT TERMS

See Attachment B

VI. STANDARD TERMS AND CONDITIONS

See Attachment B

Thank you for considering us for this work. We look forward to working with you.

Respectfully submitted,

RANDALL LAMB ASSOCIATES, INC.
Consulting Engineers

Christopher W. Lloyd, P.E.



ATTACHMENT A

BILLING RATE SCHEDULE

Principal	\$275.00/hour
Associate Principal	\$250.00/hour
Sr. Associate Designer/Engineer	\$225.00/hour
Associate Designer/Engineer	\$195.00/hour
Lead Designer/ Engineer	\$175.00/hour
Senior Designer / Engineer	\$150.00/hour
Project Designer / Engineer	\$125.00/hour
Designer / Engineer	\$115.00/hour
CAD Drafter	\$100.00/hour
Administrative.....	\$75.00/hour

Reimbursable expenses will be billed at their direct costs. Reimbursable expenses include plotting of CAD drawings, reproduction of drawings and specifications, outside consultants, equipment rental, testing services and other contracted services.

Reimbursable automobile mileage will be billed at \$0.70 per mile.

This rate schedule is effective through December 31, 2026.



ATTACHMENT B

B I L L I N G A N D P A Y M E N T T E R M S

1. Invoices shall be submitted by the Consultant monthly, based upon percentage of work completed and costs incurred.
2. Invoices shall be due and payable within thirty (30) days after receipt.
3. Pursuant to California Civil Code (CCC) sections 3319 through 3321 inclusive: Balances not paid within thirty (30) after receipt will be considered past due and will be subject to a nonpayment penalty, in lieu of interest, of one and one half percent (1-1/2%) per month past due; and it is agreed that the firm of Randall Lamb Associates, Inc. shall be considered a "design professional" as the term is used in the above cited sections of the CCC.
4. Collection Costs: If the Client fails to make payments when due and the Consultant incurs any costs in order to collect overdue sums from the Client, the Client agrees that all such collection costs incurred shall immediately become due and payable to the Consultant. Collection costs shall include attorneys' fees, collection agency fees and Court costs. This obligation of the Client to pay the Consultant's collection costs shall survive the term of this Agreement or any earlier termination by either party.
5. Suspension of Services: If the Client fails to make payments when due or otherwise is in breach of this Agreement, the Consultant may suspend performance of services upon seven (7) calendar days notice to the Client. The Consultant shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Client. Upon payment in full by the Client, the Consultant shall resume services under this Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for the Consultant to resume performance.

T E R M S A N D C O N D I T I O N S

1. SEVERABILITY: Any term or provision of this Agreement found to be invalid under any applicable statute or rule of law shall be deemed omitted and the remainder of this Agreement shall remain in full force and effect.
2. SURVIVAL: Notwithstanding completion or termination of this Agreement for any reason, all rights, duties and obligations of the parties to this Agreement shall survive such completion or termination and remain in full force and effect until fulfilled.
3. ASSIGNMENT: Neither party to this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement (including but not limited to monies that are due or monies that may be due) without the prior written consent of the other party. Subcontracting to subconsultants normally contemplated by the Consultant shall not be considered an assignment for purposes of this Agreement.
4. CHANGED CONDITIONS: If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to the Consultant are revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks or other material terms of this Agreement, the Consultant may call for renegotiation of appropriate portions of this Agreement. The Consultant shall notify the Client of the changed conditions necessitating renegotiation, and the Consultant and the Client shall promptly and in good faith enter into renegotiation of this Agreement to address the changed conditions. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement, in accordance with the Termination provision hereof.
5. TERMINATION: In the event of termination of this Agreement by either party, the Client shall within fifteen (15) calendar days of termination pay the Consultant for all services rendered and all reimbursable costs incurred by the Consultant up to the date of termination, in accordance with the payment provisions of this Agreement. The Client may terminate this Agreement for the Client's convenience and without cause upon giving the Consultant not less than seven (7) calendar days written notice. Either party may terminate this Agreement for cause upon giving the other party not less than seven (7) calendar days written notice for any of the following reasons:
 - a. If the Client fails to make payment to the Consultant in accordance with the payment terms herein, this shall constitute a material breach of this Agreement and shall be cause for termination of this Agreement by the Consultant.
 - b. Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party.
 - c. Assignment of this Agreement or transfer of the Project by either party to any other entity without the prior written consent of the other party.
 - d. Suspension of the Project or the Consultant's services by the Client for more than ninety (90) calendar days, consecutive or in the aggregate.



- e. Material changes in the conditions under which this Agreement was entered into, the Scope of Services or the nature of the Project, and the failure of the parties to reach agreement on the compensation and schedule adjustments necessitated by such changes.
 - f. In the event of any termination that is not the fault of the Consultant, the Client shall pay the Consultant, in addition to payment for services rendered and reimbursable costs incurred, for all expenses reasonably incurred by the Consultant in connection with the orderly termination of this Agreement, including but not limited to demobilization, reassignment of personnel, associated overhead costs and all other expenses directly resulting from the termination.
6. **INDEMNITY:** For claims (as defined herein) other than those alleged to arise from Randall Lamb's negligent performance of professional services, Client shall have no liability to Randall Lamb or any other person for, and Randall Lamb shall indemnify and hold harmless the Client from and against liabilities, damages, judgments, costs and expenses, including reasonable attorneys' fees and disbursements (collectively "claims"), which Client may suffer or incur or to which Client may become subject by reason of or arising out of any injury to or death of any person(s), damage to property, loss of use of property, economic loss or otherwise occurring as a result of Randall Lamb's negligent performance under this agreement or by the negligent or willful acts or omissions of Randall Lamb, its officers, directors, sub-consultants, or employees. For claims arising from Randall Lamb's negligent performance of professional services, Randall Lamb shall indemnify and hold harmless the Client from and against damages that Client may suffer or incur or to which Client may become subject by reason of or arising out of injury or death of person(s), damage to property, loss of use of property, economic loss or otherwise to the extent arising out of Randall Lamb's negligent performance of professional services under this agreement, or by the negligent or willful acts or omissions of Randall Lamb, its officers, directors, sub-consultants, or employees in the performance of professional services under this agreement. For damages that arise from Randall Lamb's professional services, Randall Lamb's defense obligation to Client shall include only the reimbursement of reasonable defense costs and attorneys' fees to the extent caused by Randall Lamb's negligence. The foregoing obligations of Randall Lamb shall not apply to the extent that the Claims arise from the negligence or willful misconduct of Client or its officers, directors, sub-consultants, or employees.
 7. **GOVERNING LAW AND JURISDICTION:** The Client and the Consultant agree that this Agreement and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the State of California. It is further agreed that any legal action between the Client and the Consultant arising out of this Agreement or the performance of the services shall be brought in a court of competent jurisdiction in San Francisco County, California.
 8. **STANDARD OF CARE:** In providing services under this Agreement, the Consultant will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. The Consultant makes no warranty, express or implied, as to its professional services rendered under this Agreement. Upon notice to the Consultant and by mutual agreement between the parties, the Consultant will without additional compensation, correct those services not meeting such a standard.
 9. **TIMELINESS OF PERFORMANCE:** The Client and Consultant are aware that many factors outside the Consultant's control may affect the Consultant's ability to complete the services to be provided under this Agreement. The Consultant will perform these services with reasonable diligence and expediency consistent with sound professional practices.
 10. **CODE COMPLIANCE:** The Consultant shall exercise usual and customary professional care in its efforts to comply with all laws, codes and regulations in effect as of the date of this Agreement. Design changes made necessary by newly enacted laws, codes and regulations after this date shall entitle the Consultant to a reasonable adjustment in the schedule and additional compensation.
 11. **DELAYS:** The Client agrees that the Consultant is not responsible for damages arising directly or indirectly from any delays for causes beyond the Consultant's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters; fires, riots, war or other emergencies or acts of God; failure of any government agency to act in timely manner; failure of performance by the Client or the Client's contractors or consultants; or discovery of any hazardous substances or differing site conditions. In addition, if the delays resulting from any such causes increase the cost or time required by the Consultant to perform its services in an orderly and efficient manner, the Consultant shall be entitled to an equitable adjustment in schedule and/or compensation.
 12. **NOTICE OF DELAY:** If the Consultant becomes aware of delays due to time allowances for review and approval being exceeded, delay by the Contractor, the Client, the Client's consultants or any other cause beyond the control of the Consultant, which will result in the schedule for performance of the Consultant's services not being met, the Consultant shall promptly notify the Client. If the Client becomes aware of any delays or other causes that will affect the Consultant's schedule, the Client shall promptly notify the Consultant. In either event, the Consultant's schedule for performance of its services shall be equitably adjusted.
 13. **OWNERSHIP OF INSTRUMENTS OF SERVICE:** All reports, drawings, specifications, computer files, field data, notes and other documents and instruments prepared by the Consultant as instruments of service shall remain the property of the Consultant. The Consultant shall retain all common law, statutory and other reserved rights, including the copyright thereto.



14. DELIVERY OF ELECTRONIC FILES: In accepting and utilizing any drawings, reports and data on any form of electronic media generated and furnished by the Consultant, the Client agrees that all such electronic files are instruments of service of the Consultant, who shall be deemed the author, and shall retain all common law, statutory law and other rights, including copyrights.
- a. The Client agrees not to reuse these electronic files, in whole or in part, for any purpose other than for the Project. The Client agrees not to transfer these electronic files to others without the prior written consent of the Consultant. The Client further agrees to waive all claims against the Consultant resulting in any way from any unauthorized changes to or reuse of the electronic files for any other project by anyone other than the Consultant.
 - b. Electronic files furnished by either party shall be subject to an acceptance period of thirty (30) days during which the receiving party agrees to perform appropriate acceptance tests. The party furnishing the electronic file shall correct any discrepancies or errors detected and reported within the acceptance period. After the acceptance period, the electronic files shall be deemed to be accepted and neither party shall have any obligation to correct errors or maintain electronic files.
 - c. The Client is aware that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by the Consultant and electronic files, the signed or sealed hard-copy construction documents shall govern.
 - d. In addition, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, employees and subconsultants (collectively, Consultant) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from any changes made by anyone other than the Consultant or from any reuse of the electronic files without the prior written consent of the Consultant.
 - e. Under no circumstances shall delivery of electronic files for use by the Client be deemed a sale by the Consultant, and the Consultant makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall the Consultant be liable for indirect or consequential damages as a result of the Client's use or reuse of the electronic files.

