

AGREEMENT BETWEEN THE CITY OF PALO ALTO AND
GROUP 4 ARCHITECTURE, RESEARCH + PLANNING, INC.
FOR PROFESSIONAL SERVICES

Mitchell Park Library and Community Center, Main Library,
and Downtown Library Initial Design

This AGREEMENT is entered into _____, by and between the CITY OF PALO ALTO, a California Charter City ("CITY"), and Group 4 Architecture, Research + Planning, Inc., a California corporation located at 211 Linden Avenue, South San Francisco, CA 94080 ("CONSULTANT").

RECITALS

The following recitals are a substantive portion of this Agreement.

A. CITY intends to replace Mitchell Park Library, replace or improve the Mitchell Park Community Center, and improve the Main Library and the Downtown Library ("Project") and desires to engage a consultant to complete phases of initial design in connection with the Project ("Services").

B. CONSULTANT has represented that it and any subconsultants have the necessary professional skill and expertise, qualifications, and capability, and all required licenses and/or certifications to provide the Services.

C. CITY in reliance on these representations desires to engage CONSULTANT to provide the Services as more fully described in Exhibit "A", attached to and made a part of this Agreement.

D. CONSULTANT has agreed to perform the Services on the terms and conditions contained in this Agreement.

NOW, THEREFORE, in consideration of the recitals, covenants, terms, and conditions, this Agreement, the parties agree:

AGREEMENT

SECTION 1. SCOPE OF SERVICES. CONSULTANT shall perform the Services described in Exhibit "A" in accordance with the terms and conditions contained in this Agreement. The performance of all Services shall be to the reasonable satisfaction of CITY.

SECTION 2. TERM. The term of this Agreement shall be from the date of its full execution through the completion of the services unless terminated earlier pursuant to Section 21 of this Agreement.

SECTION 3. SCHEDULE OF PERFORMANCE. Time is of the essence in the performance of Services under this Agreement. CONSULTANT shall complete the Services within the term of this Agreement and in accordance with the schedule set forth in Exhibit "B", attached to and made a part of this Agreement. Any Services for which times for performance are not specified in this Agreement shall be commenced and completed by CONSULTANT in a reasonably prompt and timely manner based upon the circumstances and direction communicated to the CONSULTANT. CITY's agreement to extend the term or the schedule for performance shall not preclude recovery of damages for delay if the extension is required due to the fault of CONSULTANT.

SECTION 4. NOT TO EXCEED COMPENSATION. The compensation to be paid to CONSULTANT for performance of the Services described in Exhibit "A", including both payment for professional services (Basic Services) and reimbursable expenses, shall not exceed one million one hundred sixty-eight thousand one hundred dollars (\$1,168,100.00). In the event Additional Services are authorized, the total compensation for services and reimbursable expenses shall not exceed one million two hundred eighty thousand four hundred dollars (\$1,280,400.00). The applicable rates and schedule of payment are set out in Exhibit "C", entitled "COMPENSATION," which is attached to and made a part of this Agreement.

Additional Services, if any, shall be authorized in accordance with and subject to the provisions of Exhibit "C". CONSULTANT shall not receive any compensation for Additional Services performed without the prior written authorization of CITY. Additional Services shall mean any work that is determined by CITY to be necessary for the proper completion of the Project, but which is not included within the Scope of Services described in Exhibit "A".

SECTION 5. INVOICES. In order to request payment, CONSULTANT shall submit monthly invoices to the CITY describing the services performed and the applicable charges (including an identification of personnel who performed the services, hours worked, and hourly rates for additional services, and reimbursable expenses), based upon the CONSULTANT's billing rates (set forth in Exhibit "C"). If applicable, the invoice shall also describe the percentage of completion of each task. The information in CONSULTANT's payment requests shall be subject to verification by CITY. Send all invoices to the CITY attention the Project Manager. The Project Manager is: Karen Bengard, Dept.: Public Works, Engineering Division, P.O. BOX 10250, Palo Alto, CA 94303, Telephone: 650-329-2636.

SECTION 6. QUALIFICATIONS/STANDARD OF CARE. All of the Services shall be performed by CONSULTANT or under CONSULTANT's supervision. CONSULTANT represents that it possesses the professional and technical personnel necessary to perform the Services required by this Agreement and that the personnel have sufficient skill and experience to perform the Services assigned to them. CONSULTANT

represents that it, its employees and subconsultants have and shall maintain during the term of this Agreement all licenses, permits, qualifications, insurance and approvals of whatever nature that are legally required to perform the Services.

All of the services to be furnished by CONSULTANT under this agreement shall meet the professional standard and quality that prevail among professionals in the same discipline and of similar knowledge and skill engaged in related work throughout California under the same or similar circumstances.

SECTION 7. COMPLIANCE WITH LAWS. CONSULTANT shall keep itself informed of and in compliance with all federal, state and local laws, ordinances, regulations, and orders that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this Agreement. CONSULTANT shall procure all permits and licenses, pay all charges and fees, and give all notices required by law in the performance of the Services

CONSULTANT shall report immediately to the CITY's project manager, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances, regulations, orders, and/or guidelines in relation to the Project of the performance of the Services.

All documentation prepared by CONSULTANT shall provide for a completed project that conforms to all applicable codes, rules, regulations and guidelines that are in force at the time such documentation is prepared.

SECTION 8. ERRORS/OMISSIONS. CONSULTANT shall correct, at no cost to CITY, any and all errors, omissions, or ambiguities in the work product submitted to CITY, provided CITY gives notice to CONSULTANT. If CONSULTANT has prepared plans and specifications or other design documents to construct the Project, CONSULTANT shall be obligated to correct any and all errors, omissions or ambiguities discovered prior to and during the course of construction of the Project. This obligation shall survive termination of the Agreement.

SECTION 9. COST ESTIMATES. CONSULTANT shall submit estimates of probable construction costs at each phase of design submittal. If the total estimated construction cost at any submittal exceeds ten percent (10%) of the CITY's stated construction budget, CONSULTANT shall make recommendations to the CITY for aligning the PROJECT design with the budget, incorporate CITY approved recommendations, and revise the design to meet the Project budget, at no additional cost to CITY.

SECTION 10. INDEPENDENT CONTRACTOR. It is understood and agreed that in performing the Services under this Agreement CONSULTANT, and any person employed by or contracted with CONSULTANT to furnish labor and/or materials under this Agreement, shall act as and be an

independent contractor and not an agent or employee of the CITY. The manner and means of conducting the Services are the responsibility of and under the control of CONSULTANT, except to the extent they are limited by applicable law and the express terms of this Agreement.

CONSULTANT will be responsible for employing or engaging all persons necessary to perform the Services. All contractors and employees of CONSULTANT are deemed to be under CONSULTANT'S exclusive direction and control. CONSULTANT shall be responsible for their performance.

SECTION 11. ASSIGNMENT. The parties agree that the professional skill, expertise and experience of CONSULTANT are material considerations for this Agreement. CONSULTANT shall not assign or transfer any interest in this Agreement nor the performance of any of CONSULTANT'S obligations hereunder without the prior written consent of the city manager. Consent to one assignment will not be deemed to be consent to any subsequent assignment. Any assignment made without the approval of the city manager will be void.

SECTION 12. SUBCONTRACTING.

Notwithstanding Section 11 above, CITY agrees that subconsultants may be used to complete the Services. The subconsultants authorized by CITY to perform work on this Project are:

1. Gates & Associates - Landscape
2. Davis Langdon - Cost Consulting
3. BKF Engineers - Civil
4. Page + Moris - Library Consultant
5. O'Mahony & Myer - Electrical Lighting
6. Guttman & Blaevoet - Mechanical
7. Rutherford & Chekene - Structural
8. Watry Design Group
9. Smith, Fause & McDonald Inc. - Technology
10. David J. Powers & Associates, Inc. - Environmental
11. Other subconsultants may be added during the course of the project with approval of the project manager.

CONSULTANT shall be responsible for directing the work of any subconsultants and for any compensation due to subconsultants.

CITY assumes no responsibility whatsoever concerning such compensation. CONSULTANT shall be fully responsible to CITY for all acts and omissions of a subconsultant. CONSULTANT shall change or add subconsultants only with the prior approval of the city manager or his designee.

SECTION 13. PROJECT MANAGEMENT. CONSULTANT will assign Wayne Gehrke as the project director to have supervisory responsibility for the performance, progress, and execution of the Services and Dawn Merkes and David Schnee as the project coordinators to represent CONSULTANT during the day-to-day work on the Project. If circumstances or conditions subsequent to the execution of this Agreement cause the substitution of the project director, project coordinator, or any other key personnel for any reason, the appointment of a substitute project director and the assignment of any key new or replacement personnel will be subject to the prior written approval of the CITY's project manager. CONSULTANT, at CITY's request, shall promptly remove personnel who CITY finds do not perform the Services in an acceptable manner, are uncooperative, or present a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property.

The city manager will represent CITY for all purposes under this Agreement. Karen Bengard is designated as the project manager for the CITY and will be assisted by Debra Jacobs, the Project Engineer. The project manager will be CONSULTANT's point of contact with respect to performance, progress and execution of the Services. The CITY may designate an alternate project manager from time to time.

SECTION 14. DUTIES OF CITY. To assist CONSULTANT in the performance of the Services, CITY will furnish or cause to be furnished the specified services and/or documents described in Exhibit "A" and such other available information as may be reasonably requested by CONSULTANT.

SECTION 15. OWNERSHIP OF MATERIALS.

15.1. All drawings, plans, reports, specifications, calculations, documents, other materials and copyright interests (including all copyrightable interests arising under the 1990 Architectural Works Copyright Protection Act) developed or discovered by CONSULTANT or any other person engaged directly or indirectly by CONSULTANT to perform the services required hereunder shall be and remain the property of CITY without restriction or limitation upon their use. Neither CONSULTANT nor its contractors, if any, shall make any of such materials available to any individual or organization without the prior written approval of the city manager or designee.

15.2. In addition to the provisions of Subsection 15.1., above, the following shall apply to all plans, drawings, specifications, and related reports and documents, and electronic equivalents (collectively "Plans") developed pursuant to this Agreement:

15.2.1. CITY shall have the right to reproduce and use the Plans for purposes of the Project that is the subject of this Agreement, including, but not limited to, any use associated with construction, reconstruction, modification, management, maintenance, and renovation of the Project.

15.2.2. CITY shall have the right to reproduce, use and modify the PLANS, or portions thereof, in the design and construction of any other future CITY project. CITY acknowledges that CONSULTANT does not warrant the suitability of the PLANS for reuse other than as needed for the Project that is the subject of this AGREEMENT.

15.2.3. The right of the CITY to modify and reuse the PLANS pursuant to this Subsection 15.2. is subject to the provisions of California Business and Professions Code Sections 5536.25, 6735, 6735.3 or 6735.4, whichever is applicable.

SECTION 16. AUDITS. CONSULTANT will permit CITY to audit, at any reasonable time during the term of this Agreement and for three (3) years thereafter, CONSULTANT's records pertaining to matters covered by this Agreement. CONSULTANT further agrees to maintain and retain such records for at least three (3) years after the expiration or earlier termination of this Agreement.

SECTION 17. INDEMNITY. To the fullest extent permitted by law, CONSULTANT shall protect, indemnify, defend and hold harmless CITY, its Council members, officers, employees and agents (each an "Indemnified Party") from and against any and all demands, claims, or liability of any nature, including death or injury to any person, property damage or any other loss, including all costs and expenses of whatever nature including attorneys fees, experts fees, court costs and disbursements ("Claims") that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONSULTANT, its officers, employees, agents or contractors under this Agreement, regardless of whether or not it is caused in part by an Indemnified Party.

Notwithstanding the above, nothing in this Section 17 shall be construed to require CONSULTANT to indemnify an Indemnified Party from Claims arising from the active negligence, sole negligence or willful misconduct of an Indemnified Party.

The acceptance of CONSULTANT's services and duties by CITY shall not operate as a waiver of the right of indemnification. The provisions of this Section 17 shall survive the expiration or early

termination of this Agreement.

SECTION 18. WAIVERS. The waiver by either party of any breach or violation of any covenant, term, condition or provision of this Agreement, or of the provisions of any ordinance or law, will not be deemed to be a waiver of any other term, covenant, condition, provisions, ordinance or law, or of any subsequent breach or violation of the same or of any other term, covenant, condition, provision, ordinance or law.

SECTION 19. INSURANCE.

19.1. CONSULTANT, at its sole cost and expense, shall obtain and maintain, in full force and effect during the term of this Agreement, the insurance coverage described in Exhibit "D". CONSULTANT and its contractors, if any, shall obtain a policy endorsement naming the City of Palo Alto as an additional insured under any general liability or automobile policy or policies.

19.2. All insurance coverage required hereunder shall be provided through carriers with Best's Key Rating Guide ratings of A-:VII or higher which are admitted to transact insurance business in the State of California. Any and all contractors of CONSULTANT retained to perform Services under this Agreement will obtain and maintain, in full force and effect during the term of this Agreement, identical insurance coverage, naming CITY as an additional insured under such policies as required above.

19.3. Certificates evidencing such insurance shall be filed with CITY concurrently with the execution of this Agreement. The certificates will be subject to the approval of CITY's Risk Manager and will contain an endorsement stating that the insurance is primary coverage and will not be canceled by the insurer except after filing with the Purchasing Manager thirty (30) days' prior written notice of the cancellation, CONSULTANT shall be responsible for ensuring that current certificates evidencing the insurance are provided to CITY's Purchasing Manager during the entire term of this Agreement.

19.4. The procuring of such required policy or policies of insurance will not be construed to limit CONSULTANT's liability hereunder nor to fulfill the indemnification provisions of this Agreement. Notwithstanding the policy or policies of insurance, CONSULTANT will be obligated for the full and total amount of any damage, injury, or loss caused by or directly arising as a result of the Services performed under this Agreement, including such damage, injury, or loss arising after the Agreement is terminated or the term has expired.

SECTION 20. WORKERS' COMPENSATION. CONSULTANT, by executing this Agreement, certifies that it is aware of the provisions of the Labor Code of the State of California which require every employer

to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and certifies that it will comply with such provisions, as applicable, before commencing and during the performance of the Services.

SECTION 21. TERMINATION OR SUSPENSION OF AGREEMENT OR SERVICES.

21.1. The city manager may suspend the performance of the Services, in whole or in part, or terminate this Agreement, with or without cause, by giving ten (10) days' prior written notice thereof to CONSULTANT. Upon receipt of such notice, CONSULTANT will immediately discontinue its performance of the Services.

21.2. CONSULTANT may terminate this Agreement or suspend its performance of the Services by giving ten (10) days prior written notice thereof to CITY, but only in the event of a substantial failure of performance by CITY.

21.3. Upon such suspension or termination, CONSULTANT shall deliver to the City Manager immediately any and all copies of studies, sketches, drawings, computations, and other data, whether or not completed, prepared by CONSULTANT or its contractors, if any, or given to CONSULTANT or its contractors, if any, in connection with this Agreement. Such materials will become the property of CITY.

21.4. Upon such suspension or termination by CITY, CONSULTANT will be paid for the Services rendered or materials delivered to CITY in accordance with the scope of services on or before the effective date (i.e., 10 days after giving notice) of suspension or termination; provided, however, if this Agreement is suspended or terminated on account of a default by CONSULTANT, CITY will be obligated to compensate CONSULTANT only for that portion of CONSULTANT's services which are of direct and immediate benefit to CITY as such determination may be made by the City Manager acting in the reasonable exercise of his/her discretion

21.5. No payment, partial payment, acceptance, or partial acceptance by CITY will operate as a waiver on the part of CITY of any of its rights under this Agreement.

21.6. FORCE MAJEURE. Neither party shall be liable for damages caused by any failure or delay in performance under this Agreement to the extent that such damage, failure, or delay is caused by conditions beyond its reasonable control including, but not limited to, strikes or other labor disputes, catastrophes, riots, fires, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections, or other Acts of God, or for other similar causes

beyond that party's reasonable control and occurring without its fault or negligence, including, without limitation, failure of suppliers, subcontractors, and carriers, or party to substantially meet its performance obligations under this Agreement, provided that, as a condition to the claim of nonliability, the party experiencing the difficulty shall give the other prompt written notice, with full details following the occurrence of the cause relied upon. Dates by which performance obligations are scheduled to be met will be extended for a period of time equal to the time lost due to any delay so caused.

SECTION 22. NOTICES.

All notices hereunder will be given in writing and mailed, postage prepaid, by certified mail, addressed as follows:

To CITY: Office of the City Clerk
City of Palo Alto
Post Office Box 10250
Palo Alto, CA 94303

With a copy to the Purchasing Manager.

To CONSULTANT: Attention of the project director
at the address of CONSULTANT recited above

SECTION 23. CONFLICT OF INTEREST.

23.1. In accepting this Agreement, CONSULTANT covenants that it presently has no interest, and will not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the Services.

23.2. CONSULTANT further covenants that, in the performance of this Agreement, it will not employ subconsultants, contractors or persons having such an interest. CONSULTANT certifies that no person who has or will have any financial interest under this Agreement is an officer or employee of CITY; this provision will be interpreted in accordance with the applicable provisions of the Palo Alto Municipal Code and the Government Code of the State of California.

23.3. If the Project Manager determines that CONSULTANT is a "Consultant" as that term is defined by the Regulations of the Fair Political Practices Commission, CONSULTANT shall be required and agrees to file the appropriate financial disclosure documents required by the Palo Alto Municipal Code and the Political Reform Act.

SECTION 24. NONDISCRIMINATION. As set forth in Palo Alto Municipal Code section 2.30.510, CONSULTANT agrees that in the performance of this Agreement, it shall not discriminate in the employment of any

person because of the race, skin color, gender, age, religion, disability, national origin, ancestry, sexual orientation, housing status, marital status, familial status, weight or height of such person. CONSULTANT acknowledges that it has read and understands the provisions of Chapter 2.28 of the Palo Alto Municipal Code relating to Nondiscrimination Requirements and the penalties for violation thereof, and agrees to meet all requirements of Chapter 2.28 pertaining to nondiscrimination in employment, including completing the form furnished by CITY and set forth in Exhibit "E".

SECTION 25. MISCELLANEOUS PROVISIONS.

25.1. This Agreement will be governed by the laws of the State of California.

25.2. In the event that an action is brought, the parties agree that trial of such action will be vested exclusively in the state courts of California or in the United States District Court for the Northern District of California in the County of Santa Clara, State of California.

25.3. The prevailing party in any action brought to enforce the provisions of this Agreement may recover its reasonable costs and attorneys' fees expended in connection with that action.

25.4. This document represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations, and contracts, either written or oral. This document may be amended only by a written instrument, which is signed by the parties.

25.5. The covenants, terms, conditions and provisions of this Agreement will apply to, and will bind, the heirs, successors, executors, administrators, assignees, and CONSULTANTS, as the case may be, of the parties.

25.6. If a court of competent jurisdiction finds or rules that any provision of this Agreement or any amendment thereto is void or unenforceable, the unaffected provisions of this Agreement and any amendments thereto will remain in full force and effect.

25.7. All exhibits referred to in this Agreement and any addenda, appendices, attachments, and schedules to this Agreement which, from time to time, may be referred to in any duly executed amendment hereto are by such reference incorporated in this Agreement and will be deemed to be a part of this Agreement.

25.8. This Agreement is subject to the fiscal provisions of the Charter of the City of Palo Alto and the Palo Alto Municipal Code. This Agreement will terminate without any penalty (a) at the end of any fiscal year in the event that funds

CITY OF PALO ALTO CONTRACT NO. C07122215

are not appropriated for the following fiscal year, or (b) at any time within a fiscal year in the event that funds are only appropriated for a portion of the fiscal year and funds for this Agreement are no longer available. This Section 25.8 shall take precedence in the event of a conflict with any other covenant, term, condition, or provision of this Agreement.

IN WITNESS WHEREOF, the parties hereto have by their duly authorized representatives executed this Agreement on the date first above written.

APPROVED AS TO FORM:

CITY OF PALO ALTO

Senior Asst. City Attorney

Assistant City Manager

APPROVED:

GROUP 4 ARCHITECTURE, RESEARCH
+ PLANNING, INC.

Director of Administrative
Services

By: *Dawn Merkes*
Name: DAWN MERKES

Title: PRESIDENT
(If corporation: President or Vice-President)

By: *David M. Sturges*
Name: DAVID M. STURGES

Title: TREASURER
(If corporation: Secretary or Treasurer)

Taxpayer Identification No.

94-2376500

(Compliance with Corp. Code § 313 is required if the entity on whose behalf this contract is signed is a corporation. In the alternative, a certified corporate resolution attesting to the signatory authority of the individuals signing in their respective capacities is acceptable)

Attachments:

- EXHIBIT "A": SCOPE OF WORK
- EXHIBIT "B": SCHEDULE OF PERFORMANCE
- EXHIBIT "C": COMPENSATION
- EXHIBIT "C-1": HOURLY RATES
- EXHIBIT "D": INSURANCE
- EXHIBIT "E": NONDISCRIMINATION COMPLIANCE FORM

EXHIBT A
SCOPE OF SERVICES - INITIAL DESIGN PHASE

Mitchell Park Library and Community Center, Main Library,
and Downtown Library Initial Design

1.0 GENERAL INFORMATION

- 1.0.1 A "Final Report of the Mitchell Park Library Space Study" (Final Report), November 2006, was prepared by Group 4 Architecture and presented to Council on December 4, 2006. The City's Library Advisory Commission also presented their Library Service Model Analysis and Recommendations (LSMAR) to City Council in December of 2006. The LSMAR report and the Group 4 study made a number of recommendations for improvements across the library system. The focus of this scope of work will be on three of the City's libraries, Mitchell Park Library, the Main Library and the Downtown Library. The design services contained herein are based on the recommendations of the Group 4 space study and the LSMAR report.
- 1.0.2 The Consultant shall prepare schematic design plans for each of the three libraries, Mitchell Park, the Main Library and the Downtown Library and the respective environmental reviews for the Main and Mitchell Park Libraries.

1.1 PROJECT DESCRIPTION

- 1.1.1 The project includes developing sites analysis and site options for the Main and the Mitchell Park Library, developing building programs for the Main, Mitchell Park and Downtown libraries, as well as Conceptual designs and Schematic designs for all three projects. The process will include a high level of participation by the City's Boards and Commissions as well as the Community. The Consultant shall work closely with a project management team established by the City that will be comprised of Public Works Staff, Library Staff, City Manager staff as well as representatives from the Library Advisory and the Park and Recreation Advisory Commission.
- 1.1.2 A summary description of the three library projects follows:
 - 1.1.2.1 MITCHELL PARK LIBRARY is located within Mitchell Park which is a community park serving the entire city of Palo Alto. The park is located in a residential area with surrounding land uses that include several schools, churches, a senior complex, and other educational facilities. The approximately 22 acre Mitchell Park is comprised of an 18 acre outdoor recreational park with surface parking and an adjoining 3.2 acre area that contains the library, community center, and surface parking area. The library and community center are not on dedicated park land. The Mitchell Park Library was designed by Edward Durell Stone and built in July of 1958. It has been used exclusively as a library since its construction and is not considered as historically significant. The Library was expanded in 1974 to its current size of 9,478 square feet. The recommendation for the Mitchell Park Library and Community Center is to analyze a range of size options; Library only 28-37,500sf, Library and Community Center 42-51,000sf, and phasing options; 1 phase-library only, 1 phase -library and Community center, 2 phase- library phase 1, community center phase 2 and then to determine the preferred option for further development.

- 1.1.2.2 All of the Site Design Options will be based on a new library sited on non-dedicated parkland south of the existing library and will have surface parking where the existing library is currently located, with the exception of Option 2a which will be located west of the existing library. Parking needs will be met with surface parking in all site design options except for Option 2a which requires under-building parking as well.
- 1.1.2.3 The work shall include aligning the current offset intersection of Mayview Road and the site entrance. The intersection will be realigned so that the entrance to the site will be aligned with Mayview Road.
- 1.1.2.4 The characteristics of each of the Site Design Options are summarized as follows:
 - 1.1.2.4.1 Option 2a: Construct a new library to house the library program as defined in the Final Report. The new library (approximately 28,500 square foot (sf) and one-story in height) would be constructed at the southwest corner of site. The existing community center would remain and would receive planned, scheduled accessibility, heating and air conditioning upgrades.
 - 1.1.2.4.2 Option 2b: Construct a new library to house the library program as defined in the Final Report. The new library (approximately 37,500 sf) and two-story in height) would be constructed at the southwest corner of site. The existing community center would remain and would receive planned, scheduled accessibility, heating and air conditioning upgrades.
 - 1.1.2.4.3 Option 3a: Demolish the existing library and community center and construct a combined facility (of approximately 42,000 sf) for the library program as defined in the Final Report. The remains of the existing parking lot would be connected to a new one-story library located along Middlefield Road. The new community center would be located at the southwest corner of the site.
 - 1.1.2.4.4 Option 3b: Demolish the existing library and community center and construct a combined facility (of approximately 51,000 sf) for the library program as defined in the Final Report. The remains of the existing parking lot would be connected to a new two story library located along Middlefield Road. The new community center would be located at the southwest corner of the site.
- 1.1.2.5 THE MAIN LIBRARY is located at 1213 Newell Road and is the backbone of the City Library network. The original building was designed by Edward Durell Stone and constructed in 1956, then in 1982-84 the building was renovated and a 2,200 square foot addition completed. The recommendations for the Main Library from the LSMAR report and the Group 4 space study is add an addition to the existing building to accommodate a new program room for the library, group study rooms and new public restrooms. The new addition may range in size from 1,700-5,500 square feet in size. The existing Main Library is 21,313 square feet on grade with a 5,000 square foot basement.
- 1.1.2.6 THE DOWNTOWN LIBRARY is located at 270 Forest Avenue across from the civic center in downtown Palo Alto; it was constructed in 1971. The LSMAR and Group 4 space study recommendations for this branch include an analysis of program for this branch and based on those recommendations a major interior renovation which would include the structural, electrical (power, lighting, data) and mechanical systems of the building.

1.2 **RESPONSIBILITIES OF THE CITY**

- 1.2.1 The City shall provide the following services and information if necessary for the Project.
 - 1.2.1.5 Public Finance Consultant.
 - 1.2.1.6 Testing and surveys and design or mitigation for hazardous materials.

- 1.2.1.7 Scheduling of and advertising for community meetings and Public Hearings.
- 1.2.1.8 Geotechnical Engineering.
- 1.2.1.9 Topographic & Boundary surveys

1.3 RESPONSIBILITIES OF THE CONSULTANTS

1.3.1 Basic Architect/Engineer design services shall include the following:

- 1.3.1.1 Architectural Design
- 1.3.1.2 Structural Engineering
- 1.3.1.3 Mechanical Engineering
- 1.3.1.4 Electrical Engineering
- 1.3.1.5 Civil Engineering
- 1.3.1.6 Traffic Engineering
- 1.3.1.7 Fire Protection Engineering
- 1.3.1.8 Communications Systems Design Criteria
- 1.3.1.9 Audio/Visual Systems Design Criteria
- 1.3.1.10 Acoustic Design Criteria
- 1.3.1.11 Low Voltage and Security Electronics Design Criteria
- 1.3.1.12 Landscape Design Concept
- 1.3.1.13 Cost Estimating
- 1.3.1.14 Documentation and Coordination for U.S. Green Building Council's Leadership in Energy and Environmental Design (LEED) requirements and Checklist for a submission for LEED Silver (Building) rating.
- 1.3.1.15 Value Engineering
- 1.3.1.16 Construction Cost Consultant Services
- 1.3.1.17 Library Programmer Services
- 1.3.1.18 Building Technology Consultant Services
- 1.3.1.19 Environmental Consultant Services

1.3.2 Cost Estimating Services: The Consultant shall develop a cost estimate of sufficient detail for a possible bond and/or parcel tax election in November of 2008. Cost estimates shall be prepared as outlined in the scope of work for each task.

1.3.2.1 In addition, the City is currently designing a public safety building for a November 2008 bond/parcel measure. The prices for utilities, finishes and other similar items shall be compared between the two projects to ensure that their costs are similar. The Consultant shall coordinate with the cost-estimator for the Public Safety Building project, identify reasons for significant cost discrepancies between the two projects and work with the Public Safety Building estimator and City staff to resolve and reconcile the estimates for any areas of significant discrepancies. The Project Manager for the Public Safety Building project is Susan Oldroyd, Ross Drulis Cusenbery Architecture, (707) 996.8448, extension 113.

1.3.3 Service Exclusions: Additional hazardous materials studies or abatement, base isolation foundation system and design, construction document preparation beyond 35% plan completion, bidding services, construction administration, geotechnical inspections during construction, costs of permits or fees and production of as-built documentation and geotechnical engineering services. Some of these items may be included in a future amended contract.

2.0 PHASE I: BASIC SERVICES

2.0.1 *SCOPE OF WORK*

The CONSULTANTS Basic Services shall include all Task A1: Project Initiation, Task A2: Site Analysis and Site Options for the Mitchell Park Library, Task B2: Site Analysis and Site

Options for the Main Library, Task A3: Conceptual Design for the Mitchell Park Library, Task B3: Conceptual Design for the Main Library, Task C3: Conceptual design for the Downtown Library, Task A4: Schematic Design for the Mitchell Park Library, Task B4: Schematic Design for the Main Library, Task C4: Schematic Design for the Downtown Library, Task D: Participation, Task E1: Environmental Clearance for Mitchell Park Library, Task E2: Environmental Clearance for Main Library and Task E3: Historic Architectural Consultant for the Main Library.

2.1 **TASK A: DESIGN**

2.1.1 *TASK A1 – PROJECT INITIATION*

2.1.1.1 **Design Kick-Off Meeting:**

2.1.1.1.1 The Consultant shall meet with Public Works and Library Department representatives to verify the architectural program, adjacency, operational assumptions, and budget.

2.1.1.1.2 Consultant shall prepare and refine the project management tools: work plan, participation plan, project directory, and project schedule.

2.1.1.1.3 The Consultant shall review information and documents provided by the City and Library.

2.1.1.1.4 Project Kick-Off Meeting

2.1.1.2 **Deliverables:** Project Schedule and Work Plan, Participation Plan, and Project Directory

2.1.2 *TASK A2 – SITE ANALYSIS AND SITE OPTIONS FOR MITCHELL PARK LIBRARY*

2.1.2.1 Site Analysis and Site Options

2.1.2.1.1 The Consultant shall analyze the Mitchell Park Library and Community Center sites for opportunities and constraints related to the development of a library and possible community center.

2.1.2.1.2 The Consultant shall review City-provided site information, including survey reports, zoning and planning ordinances, and other site reports, and planning and traffic documents.

2.1.2.1.3 The Consultant shall prepare diagrams for site options that address building location and massing, pedestrian and traffic circulation, library and community center operational functions (such as book drop-off, deliveries, and refuse collection), project phasing, and other relevant considerations.

2.1.2.1.4 The Consultant shall develop conceptual cost models for the site options.

2.1.2.1.5 The Consultant shall meet with the City's Planning Department in order to confirm zoning, environmental review requirements, identify any other approval requirements and to review site diagrams and massing.

2.1.2.1.6 The Consultant shall refine the site strategy diagrams for review by the Project Management Team (PMT) and for presentation at a public meeting. The PMT is comprised of City staff, City board members and residents and guided the preparation of the Final Report during the initial study phase.

2.1.2.1.7 The Consultant shall refine and develop the preferred site option to address grading, relationship to street, pedestrian and vehicle access, parking, deliveries, refuse collection, book drop-offs, and related concerns.

2.1.2.1.8 The Consultant shall refine the conceptual cost model for the preferred site option.

- 2.1.2.1.9 The Consultant shall prepare a preliminary traffic report to analyze impacts of the project on the traffic, develop the parking requirements for the project.
- 2.1.2.1.10 The Consultant shall study the realignment of the site entrance opposite Mayview Avenue.
- 2.1.2.1.11 If an entrance realignment at Mayview Avenue is feasible, the Consultant shall develop a schematic design including identifying utility relocations, signal modifications and other design features that might impact project construction costs.
- 2.1.2.2 **Deliverables:** Summary site program, Site Option diagrams, Site Option Cost Models, Refined Preferred Site Option and Cost Model, Parking and Traffic Analysis, and Mayview Avenue Alignment Analysis
- 2.1.2.3 **City Responsibilities:** Review and comment on site development strategies, survey, Geotech.
- 2.1.3 **TASK B2 – SITE ANALYSIS AND SITE OPTIONS FOR THE MAIN LIBRARY**
 - 2.1.3.1 Site Analysis and Site Options
 - 2.1.3.1.1 The Consultant shall analyze the site for opportunities and constraints related to the development of an addition to the Main Library.
 - 2.1.3.1.2 The Consultant shall review City-provided site information, including survey reports, zoning and planning ordinances, and other site reports, and planning and traffic documents.
 - 2.1.3.1.3 The Consultant shall prepare diagrams for site options that address building location and massing, pedestrian and traffic circulation, library operational functions (such as book drop-off, deliveries, and refuse collection), project phasing, and other relevant considerations.
 - 2.1.3.1.4 The Consultant shall develop conceptual cost models for the site options.
 - 2.1.3.1.5 The Consultant shall meet with the City’s Planning Department in order to confirm zoning, environmental review requirements, identify any other approval requirements and to review site diagrams and massing.
 - 2.1.3.1.6 The Consultant shall refine the site strategy diagrams for review by the Project Management Team (PMT) and for presentation at a public meeting. The PMT is comprised of City staff, City board members and residents and guided the preparation of the Final Report during the initial study phase.
 - 2.1.3.1.7 The Consultant shall refine and develop the preferred site option to address grading, relationship to street, pedestrian and vehicle access, parking, deliveries, refuse collection, book drop-offs, and related concerns.
 - 2.1.3.1.8 The Consultant shall refine the conceptual cost model for the preferred site option.
 - 2.1.3.1.9 The Consultant shall prepare a preliminary traffic report to develop the parking requirements for the project.
 - 2.1.3.2 **Deliverables:** Summary site program, Site Option diagrams, Site Option Cost Models, Refined Preferred Site Option and Cost Model, and Parking Analysis.

City Responsibilities: Review and comment on site development strategies, Survey, Geotech.

2.1.4 *TASK A3: CONCEPTUAL DESIGN FOR THE MITCHELL PARK LIBRARY*

2.1.4.1 **Conceptual Design**

- 2.1.4.1.1 The Consultant shall: prepare exhibits for a Design Values Workshop with the community in order to address site, interior and exterior needs values and design goals.
- 2.1.4.1.2 The Consultant shall prepare summary of findings resulting from the Design Values Workshop
- 2.1.4.1.3 The Consultant shall prepare a building program based on the preferred Site Option and the direction received from the City that includes the general requirements, space need descriptions, and spatial relationships for the proposed library and community center.
- 2.1.4.1.4 The Consultant shall develop up to three preliminary site plan alternatives for City review. These diagrammatic plans will show preliminary landscape and hardscape concepts as well as relationships with Mitchell Park.
- 2.1.4.1.5 The Consultant shall develop up to three preliminary floor plan alternatives for City review. These plans will show preliminary architectural concepts and adjacencies of most significant spaces.
- 2.1.4.1.6 The Consultant shall prepare up to three preliminary exterior alternative illustrations showing varied approaches that respond to input gathered in the Design Values process. These may include building elevations, vignettes, and/or photomontages.
- 2.1.4.1.7 The Consultant shall prepare exhibits of design alternatives for City input.
- 2.1.4.1.8 The Consultant shall prepare a refined conceptual floor plan, site plan, and preliminary exterior illustration that reflect the City's input and comments.
- 2.1.4.1.9 The Consultant shall conduct Integrated Design Workshop #1 (IDW#1) for the Mitchell Park Library with City representatives and the Design Team (the project architect and technical sub-consultants) to discuss sustainable goals and objectives, review the LEED matrix and to identify strategies and opportunities to meet the goals and objectives as established by the team.
- 2.1.4.1.10 Based on the preferred Conceptual Design, the Consultant shall develop an Estimate of Probable Construction Costs.
- 2.1.4.1.11 The Consultant shall prepare a CAD program verification diagram identifying all spaces and furniture identified in the building program.

2.1.4.2 **Deliverables:** Exhibits for meetings, Site plans, floor plans, and exterior illustrations, Illustrations of refined selected conceptual design alternative, Summary of IDW #1 and the LEED worksheet, Estimate of Probable Construction Costs, Program verification diagrams, Mitchell Park Library and Community Center Program draft report (electronic format and one reproducible unbound print copy), and Mitchell Park Library and Community Center Program final report (bound print copies and one electronic copy on CD-ROM)

2.1.4.3 **City Responsibilities:** Review and comment on conceptual design alternatives, Participation in Integrated Design Workshop #1 (IDW#1), and Review and comment on draft report.

2.1.5 *TASK B3: CONCEPTUAL DESIGN FOR THE MAIN LIBRARY*

2.1.5.1 **Conceptual Design**

- 2.1.5.1.1 The Consultant shall: prepare exhibits for a Design Values Workshop with the community in order to address site, interior and exterior needs values and design goals.
- 2.1.5.1.2 The Consultant shall prepare summary of findings resulting from the Design Values Workshop
- 2.1.5.1.3 The Consultant shall prepare a building program based on direction from the City and the preferred Site Option that includes the general requirements, space need descriptions, and spatial relationships for the proposed library.
- 2.1.5.1.4 The Consultant shall develop up to two preliminary site plan alternatives for City review. These diagrammatic plans will show preliminary landscape and hardscape concepts as well as site relationships with the Art Center.
- 2.1.5.1.5 The Consultant shall develop up to two preliminary floor plan alternatives for City review. These plans will show preliminary architectural concepts and adjacencies of most significant spaces.
- 2.1.5.1.6 The Consultant shall prepare up to two preliminary exterior alternative illustrations showing varied approaches that respond to input gathered in the Design Values process. These may include building elevations, vignettes, and/or photomontages.
- 2.1.5.1.7 The Consultant shall prepare exhibits of design alternatives for City input.
- 2.1.5.1.8 The Consultant shall prepare a refined conceptual floor plan, site plan, and preliminary exterior illustration that reflect the City's input and comments.
- 2.1.5.1.9 The Consultant shall conduct Integrated Design Workshop #1 (IDW#1) for the Main Library with City representatives and the Design Team (the project architect and technical sub-consultants) to discuss sustainable goals and objectives, review the LEED matrix and to identify strategies and opportunities to meet the goals and objectives as established by the team.
- 2.1.5.1.10 Based on the preferred Conceptual Design, the Consultant shall develop an Estimate of Probable Construction Costs.
- 2.1.5.1.11 The Consultant shall prepare a CAD program verification diagram identifying all spaces and furniture identified in the building program.

2.1.5.2 **Deliverables:** Exhibits for meetings, Site plans, floor plans, and exterior illustrations, Illustrations of refined selected conceptual design alternative, Summary of IDW #1 and the LEED worksheet, Estimate of Probable Construction Costs, Program verification diagrams, Main Library Program draft report (electronic format and one reproducible unbound print copy), and Main Library Program final report (bound print copies and one electronic copy on CD-ROM)

City Responsibilities: Review and comment on conceptual design alternatives, Participation in Integrated Design Workshop #1 (IDW#1), and Review and comment on draft report.

2.1.6 *TASK C3: CONCEPTUAL DESIGN FOR THE DOWNTOWN LIBRARY*

2.1.6.1 **Conceptual Design**

- 2.1.6.1.1 The Consultant shall prepare a building program based on information collected from the Library Advisory Commission, and the direction received from the City that includes the general

requirements, space need descriptions, and spatial relationships for the proposed library.

- 2.1.6.1.2 The Consultant shall develop up to two preliminary floor plan alternatives for City review. These plans will show preliminary architectural concepts and adjacencies of most significant spaces.
 - 2.1.6.1.3 The Consultant shall prepare exhibits of design alternatives for City input.
 - 2.1.6.1.4 The Consultant shall prepare a refined conceptual floor plan, and site plan that reflects the City's input and comments.
 - 2.1.6.1.5 The Consultant shall conduct Integrated Design Workshop #1 (IDW#1) for the Downtown Library with City representatives and the Design Team (the project architect and technical sub-consultants) to discuss sustainable goals and objectives, review the LEED matrix and to identify strategies and opportunities to meet the goals and objectives as established by the team.
 - 2.1.6.1.6 Based on the preferred Conceptual Design, the Consultant shall develop an Estimate of Probable Construction Costs.
 - 2.1.6.1.7 The Consultant shall prepare a CAD program verification diagram identifying all spaces and furniture identified in the building program.
- 2.1.6.2 **Deliverables:** Exhibits for meetings, Site plans, floor plans, Illustrations of refined selected conceptual design alternative, Summary of IDW #1 and the LEED worksheet, Estimate of Probable Construction Costs, Program verification diagrams, Downtown Library Program draft report (electronic format and one reproducible unbound print copy), and Downtown Library Program final report (bound print copies and one electronic copy on CD-ROM)
- 2.1.6.3 **City Responsibilities:** Review and comment on conceptual design alternatives, Participation in Integrated Design Workshop #1 (IDW#1), and Review and comment on draft report.

2.1.7 *TASK A4: SCHEMATIC DESIGN FOR THE MITCHELL PARK LIBRARY*

2.1.7.1 Schematic Design

- 2.1.7.1.1 The Consultant shall Develop and refine the preferred site and building design alternatives incorporating sustainable LEED Silver-level design goals as established in IDW#1.
- 2.1.7.1.2 Develop a conceptual approach to building systems such as structural, mechanical, electrical, fire protection, telecommunications, and other building systems.
- 2.1.7.1.3 Conduct Integrated Design Workshop #2 for the Mitchell Park Library, update design strategies to meet sustainable design and other project goals. The workshop shall be attended by City representatives and the Design Team.
- 2.1.7.1.4 Establish approaches to structural, mechanical, electrical, civil, lighting, fire protection, and technology/AV systems.
- 2.1.7.1.5 Develop CAD floor plan, site plan and primary elevations for the preferred design alternative for stakeholder input.
- 2.1.7.1.6 Refine the CAD plans based on stakeholder input, and add furniture and stack layouts for stakeholder input.
- 2.1.7.1.7 Refine the site plan and building elevations and prepare building sections.
- 2.1.7.1.8 Prepare presentation-quality renderings of the proposed building exterior (one) and interior spaces (up to three).

- 2.1.7.1.9 Prepare outline specifications as needed for cost-estimating clarity
- 2.1.7.1.10 Prepare an estimate of probable construction cost in detailed construction system format.
- 2.1.7.1.11 Based on direction from the PMT, prepare a preliminary phasing plan for development of the proposed new library and community center.
- 2.1.7.1.12 Prepare material sample boards.
- 2.1.7.1.13 Prepare a Schematic Design report to include a proposed construction phasing plan.

2.1.7.2 **Deliverables:** 5 full-size sets and 20 half-sized sets of Mitchell Park Library Schematic Design Packages for staff review consisting of:

- Site plan
- Architectural plans, elevations, and sections
- Structural plans
- Building system plans
- Any relevant supporting materials

Furniture and stack layout plans, U.S. Green Building Council's Leadership in Energy and Environmental Design (LEED) Sustainable Design Consultation and Checklist, Estimate of probable construction cost, Schematic Design report (electronic format plus one reproducible unbound print copy), outline specifications in CSI format, preliminary exterior product/finish boards for review by boards and commissions, preparation of a model for the ARB, and other deliverables for various City boards are contained below in Task D: Participation.

2.1.7.3 **City Responsibilities:** Review and comment on interim schematic design documents, Review and comment on draft Schematic Design report, and Participate in IDW #2.

2.1.8 **TASK B4: SCHEMATIC DESIGN FOR THE MAIN LIBRARY**

2.1.8.1 Schematic Design

- 2.1.8.1.1 The Consultant shall Develop and refine the preferred site and building design alternatives incorporating sustainable LEED Silver-level design goals as established in IDW#1.
- 2.1.8.1.2 Develop a conceptual approach to building systems such as structural, mechanical, electrical, fire protection, telecommunications, and other building systems.
- 2.1.8.1.3 Conduct Integrated Design Workshop #2 for the Main Library, update design strategies to meet sustainable design and other project goals. The workshop shall be attended by City representatives and the Design Team.
- 2.1.8.1.4 Establish approaches to structural, mechanical, electrical, civil, lighting, fire protection, and technology/AV systems.
- 2.1.8.1.5 Develop CAD floor plan, site plan and primary elevations for the preferred design alternative for stakeholder input.
- 2.1.8.1.6 Refine the CAD plans based on stakeholder input, and add furniture and stack layouts for stakeholder input.
- 2.1.8.1.7 Refine the site plan and building elevations and prepare building sections.
- 2.1.8.1.8 Prepare presentation-quality renderings of the proposed building exterior (one) and interior spaces (up to two).
- 2.1.8.1.9 Prepare outline specifications as needed for cost-estimating clarity

- 2.1.8.1.10 Prepare an estimate of probable construction cost in detailed construction system format.
- 2.1.8.1.11 Prepare material sample boards.
- 2.1.8.1.12 Prepare a Schematic Design report to include a proposed construction phasing plan.

2.1.8.2 **Deliverables:** 5 full-size sets and 20 half-sized sets of the Main Library Schematic Design Packages for staff review consisting of:

- Site plan
- Architectural plans, elevations, and sections
- Structural plans
- Building system plans
- Any relevant supporting materials

Furniture and stack layout plans, U.S. Green Building Council's Leadership in Energy and Environmental Design (LEED) Sustainable Design Consultation and Checklist, Estimate of probable construction cost, Schematic Design report (electronic format plus one reproducible unbound print copy), outline specifications in CSI format, preliminary exterior product/finish boards for review by boards and commissions, preparation of a study model for the ARB, and other deliverables for various City boards are contained below in Task D: Participation.

2.1.8.3 **City Responsibilities:** Review and comment on interim schematic design documents, Review and comment on draft Schematic Design report, and Participate in IDW #2.

2.1.9 *TASK C4: SCHEMATIC DESIGN FOR THE DOWNTOWN LIBRARY*

2.1.9.1 Schematic Design

- 2.1.9.1.1 The Consultant shall Develop and refine the preferred conceptual design alternative incorporating sustainable LEED Silver-level design goals as established in IDW#1.
- 2.1.9.1.2 Develop a conceptual approach to building systems such as structural, mechanical, electrical, fire protection, telecommunications, and other building systems.
- 2.1.9.1.3 Conduct Integrated Design Workshop #2 for the Downtown Library, update design strategies to meet sustainable design and other project goals. The workshop shall be attended by City representatives and the Design Team.
- 2.1.9.1.4 Establish approaches to structural, mechanical, electrical, civil, lighting, fire protection, and technology/AV systems.
- 2.1.9.1.5 Develop CAD floor plan, and primary interior elevations for the preferred design alternative for stakeholder input.
- 2.1.9.1.6 Refine the CAD plans based on stakeholder input, and add furniture and stack layouts for stakeholder input.
- 2.1.9.1.7 Refine the floor plan and interior elevations and prepare interior vignettes.
- 2.1.9.1.8 Prepare presentation-quality renderings of the proposed building interior spaces (up to two).
- 2.1.9.1.9 Prepare outline specifications as needed for cost-estimating clarity
- 2.1.9.1.10 Prepare an estimate of probable construction cost in detailed construction system format.
- 2.1.9.1.11 Prepare a Schematic Design report to include a proposed construction phasing plan.

2.1.9.2 **Deliverables:** 5 full-size sets and 20 half-sized sets of the Downtown Library Schematic Design Packages for staff review consisting of:

- Site plan
- Architectural floor plans, interior elevations, and sections
- Structural plans
- Building system plans
- Any relevant supporting materials

Furniture and stack layout plans, U.S. Green Building Council's Leadership in Energy and Environmental Design (LEED) Sustainable Design Consultation and Checklist, Estimate of probable construction cost, Schematic Design report (electronic format plus one reproducible unbound print copy), outline specifications in CSI format, preliminary exterior product/finish boards for review by boards and commissions, and other deliverables for various City boards are contained below in Task D: Participation.

2.1.9.3 **City Responsibilities:** Review and comment on interim schematic design documents, Review and comment on draft Schematic Design report, and Participate in IDW #2.

2.1.10 TASK D: PARTICIPATION

In addition to meeting with staff as needed to discuss design direction, the following meetings are included in the Scope of Work:

2.1.10.1 Design Phase Meetings and Presentations

2.1.10.1.1 Task A1; Project Initiation

2.10.1.1.1 Project Kickoff meeting (meeting with Project Management Team)

2.1.10.1.2 Task A2 and B2: Site Analysis and Site Options for Mitchell Park Library and the Main Library.

2.10.1.2.1 2 meetings with Project Management Team

2.1.10.1.3 Task A3, B3, and C3: Conceptual Design for the Mitchell Park Library, the Main Library and the Downtown Library

2.10.1.3.1 4 meetings with City staff and Project Management Team

2.10.1.3.2 1 Integrated Design Workshop

2.10.1.3.3 2 Community input meetings as-needed

2.10.1.3.4 1 meeting with City code, fire, and safety officials

2.10.1.3.5 Public hearings with the following boards and commissions :

1.10.1.3.5.1 1 Library Advisory Commission Meeting

1.10.1.3.5.2 1 Parks & Recreation Commission Meeting

1.10.1.3.5.3 1 Planning Commission Meeting

1.10.1.3.5.4 1 meeting with the Planning department's Development Review Committee (DRC)

1.10.1.3.5.5 1 Architectural Review Board Meeting

2.10.1.3.6 1 City Council Meeting

2.1.10.1.4 Task A4, B4 and C4: Schematic Design for Mitchell Park Library, the Main Library and the Downtown Library.

2.10.1.4.1 5 meetings with City staff and Project Management Team

2.10.1.4.2 1 meeting with City code, fire, and safety officials

- 2.10.1.4.3 Public hearings with the following boards and commissions :
 - 1.10.1.4.3.1 1 Library Advisory Commission meeting
 - 1.10.1.4.3.2 1 Parks and Recreation Commission meeting
 - 1.10.1.4.3.3 1 Public Arts Commission meeting
 - 1.10.1.4.3.4 1 Architectural Review Board meeting
 - 1.10.1.4.3.5 1 Planning Commission meeting
- 2.10.1.4.4 1 Integrated Design Workshop
- 2.10.1.4.5 3 Community meetings as-needed
- 2.10.1.4.6 1 City Council meeting

2.1.10.1.5 Cost Estimating Services

- 2.10.1.5.1 2 meetings with City staff and public safety building cost estimator

2.1.11 TASK E: SPECIALIZED SERVICES

2.1.11.1 *TASK E1: ENVIRONMENTAL CLEARANCE FOR MITCHELL PARK LIBRARY*

- 2.1.11.1.1 Provide environmental review in the form of a Mitigated Negative Declaration (MND) for two design scenarios (one scenario with a new library and community center and a second scenario with a new library and existing community center to remain) and provide the necessary documentation services or assist City staff per the following process:
 - 2.1.11.1.2 Initial data collection and review to investigate and verify site conditions (Consultant task)
 - 2.1.11.1.3 Develop Project Description and complete City's initial study checklist (Consultant task)
 - 2.1.11.1.4 Staff review of above (Planning Department task)
 - 2.1.11.1.5 Update transportation and circulation study (Consultant Task)
 - 2.1.11.1.6 Hazardous materials impact assessment based on reports that were prepared in 2002 by City (Planning Department task)
 - 2.1.11.1.7 Review of Subconsultant Reports (Public Works, Planning task)
 - 2.1.11.1.8 Submittal of Administrative Draft (Consultant task)
 - 2.1.11.1.9 City Staff comments (Public Works, Planning task)
 - 2.1.11.1.10 Submittal of Screen Check Administrative Draft Initial Study (Consultant task)
 - 2.1.11.1.11 City Staff comments on Screen Check (Public Works, Planning task)
 - 2.1.11.1.12 Circulate MND (Planning task)
 - 2.1.11.1.13 Public Hearing MND (Planning task)

2.1.11.2 *TASK E2: ENVIRONMENTAL CLEARANCE FOR MAIN LIBRARY*

- 2.1.11.2.1 Provide environmental review in the form of an amendment to the Environmental Impact Report completed in May 2002, and provide assistance to City staff as directed.

2.1.11.3 *TASK E3: HISTORIC ARCHITECTURAL CONSULTANT FOR MAIN LIBRARY*

- 2.1.11.3.1 Throughout the design of the addition and renovation of the Main Library, the Historic Architectural Consultant shall provide design support to the team in regards to the historic integrity of the building. Included in this work shall be design meetings, reviewing and

commenting on design progress and attendance at key meetings and presentations.

2.1.12 TASK F: REIMBURSABLE ALLOWANCE

2.1.12.1.1 Reimbursables covers the cost of color printing, copying, plots, delivery, faxes, and other items not covered in above Tasks.

2.1.12.1.2 The cost of travel and meals shall be included in Task D: Participation

2.1.12.1.3 It is anticipated that the reimbursable budget includes the following:

2.12.1.3.1 Plan sets for the following meetings:

- Library Advisory Commission (18 half-size sets)
- Parks and Recreation Commission (11 half-size sets)
- Public Arts Commission (10 half-size sets)
- Architectural Review Board (7 half-size sets and 1 full-size set)
- Planning and Transportation Commission (10 half-size sets)
- Development Review Committee (15 full-size sets)
- City Council (10 half-size sets)
- Community meetings (5 full-size sets)

2.12.1.3.2 Progress plans and specifications for staff review

2.12.1.3.3 Plans and graphics for Project Management Team meetings

2.12.1.3.4 Presentation graphics and documentation for public meetings

2.12.1.3.5 Meeting attendance and facilitation

2.12.1.3.6 Meeting summaries

2.1.7.1.3.7 Technical back-up for presentation data

2.1.13 TASK G: OPTIONAL ADDITIONAL SERVICES

2.1.13.1 If approved by the City Project Manager in advance and in writing, additional services may include but are not limited to: additional meetings, study scenarios, additional subconsultants or cost estimates.

2.2 PHASE II: SUPPLEMENTAL ADDITIONAL SERVICES (Not Included in this Scope of Work)

2.2.1.1 Upon successful completion of the above Scope of Work, the Consultant may be asked to negotiate a fee for continued design of the Mitchell Park Library, the Main Library or the Downtown Library if sufficient funding is found for the project(s).

2.2.1.2 This work might include, but not be limited to, continued design for construction and the incorporation of public art into the design.

2.2.1.3 Other services excluded from this phase that may be included in subsequent phases:

2.2.1.3.1 Design Development, Construction Documents, Bidding and Award, Construction Administration, Project Close Out and Record Document services.

2.2.1.3.2 Final specifications in CSI format.

2.2.1.3.3 Interior design, furniture selection, equipment selection, signage design, public art and or other specialized design or technical services.

2.2.1.3.4 Analyses of other sites or buildings.

2.2.1.3.5 Additional meetings and presentations.

2.2.1.3.6 Additional scale models.

- 2.2.1.3.7 Services of other Consultants other than those listed in Basic Services.
- 2.2.1.3.8 Other services not specifically identified under Basic Services above.

EXHIBIT "B"
SCHEDULE OF PERFORMANCE - INITIAL DESIGN PHASE

CONSULTANT shall perform the services described in project tasks so as to complete each milestone within the time specified. The time to complete each milestone may be increased or decreased by mutual written agreement of the project managers for CONSULTANT and the CITY. CONSULTANT shall provide a detailed schedule of work consistent with the schedule below within 14 days of receipt of the Notice to Proceed.

<u>Task</u>	<u>Completion from NTP</u>
Notice to Proceed	May 2007
Task A, B, C Design	
Task A1: Project Initiation	May 2007
Task A2, B2: Site Analysis and Site Options	May-June 2007
Task A3, B3, C3: Conceptual Design	June-Aug 2007
Task A4, B4, C4: Schematic Design	Sept- Nov 21, 2007
Task D: Participation	Concurrent w/ Task A,B, C
Task E: Specialized Services	
Task E1: Environmental Clearance for Mitchell Park	Concurrent w/Task A1, A2, and A3
Task E2: Environmental Clearance for Main Library	Concurrent w/Task A1, B2, and B3
Task E3: Historic Renovation for Main Library	Concurrent w/ Tasks A1, B2, B3 and B4

EXHIBIT "C"
COMPENSATION - INITIAL DESIGN PHASE

Task Description	Not to Exceed Compensation	Basis
TASK A1: Project Initiation Basic Services	\$18,100	Lump Sum
TASK A2: Site Analysis and Site Options for Mitchell Park Library Basic Services	\$97,100	Lump Sum
TASK B2: Site Analysis and Site Options for Main Library Basic Services	\$32,900	Lump Sum
TASK A3: Conceptual design for Mitchell Park Library Basic Services	\$166,700	Lump Sum
TASK B3: Conceptual design for Main Library Basic Services	\$85,600	Lump Sum
TASK C3: Conceptual design for Downtown Library Basic Services	\$43,100	Lump Sum
TASK A4: Schematic Design for Mitchell Park Library Basic Services	\$297,400	Lump Sum
TASK B4: Schematic Design for Main Library Basic Services	\$151,500	Lump Sum
TASK C4: Schematic Design for Downtown Library Basic Services	\$90,300	Lump Sum
TASK D: Participation Basic Services	\$65,400	Per Meeting
TASK E1: Environmental Clearance for Mitchell Park Basic Services	\$20,000	Time and Materials
TASK E2: Environmental Clearance for Main Library Basic Services	\$15,000	Time and Materials
TASK E3: Historic Architectural Consultant for Main Library Basic Services	\$40,000	Time and Materials
Sub-total Basic Services	\$1,123,100.00	
Reimbursable Expenses (Task F)	\$45,000.00	
Total Basic Services and Reimbursable expenses	\$1,168,100.00	
Additional Services (Not to Exceed) (Task G)	\$112,300.00	
Maximum Total Compensation	<u>\$1,280,400.00</u>	

REIMBURSABLE EXPENSES

Reimbursable expenses related to the project are billable at 1.10 times direct cost or at the rates indicated below. Such costs include, but are not necessarily limited to:

- Outside service printing/copying of drawings and documents of any size.
- In-house printing of CAD check sets and presentation drawings larger than 11"x 17": \$2.00 per square foot.
- In-house black & white photocopying for draft and final reports and specifications: \$.20 per page.
- In-house color and grayscale printing and photocopying up to 11"x 17" for in-house, consultant or client use: \$1.25 per page.
- Software purchase and licensure on behalf of the client.
- Postage, delivery and messenger service.
- Photographic and digital imaging.
- Architectural renderings and scale models.
- Travel expenses outside the Bay Area (200 miles round trip from San Francisco).
- Subconsultant costs not part of Basic Services.
- Presentation boards.
- Facilitation tools.
- Workshop accessories.
- Workshop facilitation materials.

All requests for payment of expenses shall be accompanied by appropriate backup information. Any expense anticipated to be more than \$1,000.00 shall be approved in advance by the CITY's project manager.

ADDITIONAL SERVICES

The CONSULTANT shall provide Additional Services only by advanced, written authorization from the CITY. The CONSULTANT, at the CITY's project manager's request, shall submit a detailed written proposal including a description of the scope of services, schedule, level of effort, and CONSULTANT's proposed maximum compensation, including reimbursable expense, for such services based on the rates set forth in Exhibit C-1. The additional services scope, schedule and maximum compensation shall be negotiated and agreed to in writing by the CITY's Project Manager and CONSULTANT prior to commencement of the services. Payment for additional services is subject to all requirements and restrictions in this Agreement.

**EXHIBIT "C-1" - INITIAL DESIGN PHASE
HOURLY RATE SCHEDULE
(and Meeting Rates for Additional Services)**

Group 4

<u>Position</u>	<u>Hourly Rate</u>
Principal-in-charge	\$180
Principal	\$160
Project Manager	\$140
Project Designer	\$140
Professional I	\$120
Professional II	\$110
Professional III	\$100
Technical I	\$110
Technical II	\$100
Technical III	\$90
Project Support	\$70

<u>Meeting Type (Architect only)</u>	<u>Fee</u>
Project Management Team	\$1,000
Commission Meeting	\$2,000
City Council Presentation	\$2,500
Town Hall/Community Meeting	\$5,000

<u>Meeting Type (Architect +One Consultant)</u>	<u>Fee</u>
Project Management Team	\$1,750
Commission Meeting	\$3,000
City Council Presentation	\$3,500
Town Hall/Community Meeting	\$6,000

**EXHIBIT "C-1" - INITIAL DESIGN PHASE
HOURLY RATE SCHEDULE**

Gates & Associates - Landscape

<u>Position</u>	<u>Hourly Rate</u>
President	\$175
Principal	\$120-\$155
Senior Associate	\$105-\$120
Irrigation Designer	\$110
Associate	\$90-\$105
Draftspersons/ Landscape Designer	\$75-\$90
Clerical Staff	\$65-\$75

**EXHIBIT "C-1" - INITIAL DESIGN PHASE
HOURLY RATE SCHEDULE**

Davis Langdon – Cost Estimator

<u>Position</u>	<u>Hourly Rate</u>
Principals	\$220-\$250
Associates Principals	\$180-\$210
Senior Associates	\$160
Associates	\$150
Cost Planners	\$90-\$145
Clerical	\$65
Deposition and Trial	Additional 50%

**EXHIBIT "C-1" - INITIAL DESIGN PHASE
HOURLY RATE SCHEDULE**

BKF Engineers – Civil

<u>Position</u>	<u>Hourly Rate</u>
Engineering	
Associate	\$156
Project Manager	\$148
Engineer IV	\$137
Engineer I, II, III	\$97-\$111-\$125
Planning	
Senior Planner	\$115
Associate Planner	\$109
Surveying	
Project Manager	\$148
Surveyor I, II, III	\$97-\$111-\$125
Field Surveyor	\$123
Survey Party Chief	\$123
Survey Chairman	\$97
Apprentice I, II, III, IV	\$51-\$70-\$80-\$90
Design and Drafting	
Technician I, II, III	\$93-\$100-\$109
Drafter I, II, III, IV	\$72-\$80-\$88-\$96
Student Engineers/ Surveyor	\$53
Construction Administration	
Senior Construction Admin.	\$146
Resident Engineer	\$106
Field Engineer I, II, III	\$97-\$108-\$124
Services and Expenses	
Project Assistant	\$62
Clerical / Admin. Assistant	\$55
Principals' time on projects is chargeable at	\$182-\$206/hr

**EXHIBIT "C-1" - INITIAL DESIGN PHASE
HOURLY RATE SCHEDULE**

Page + Moris – Program

<u>Position</u>	<u>Hourly Rate</u>
Kathryn Page	\$175
Assistant	\$75

**EXHIBIT "C-1" - INITIAL DESIGN PHASE
HOURLY RATE SCHEDULE**

O'Mahony & Myer – Electrical

<u>Position</u>	<u>Hourly Rate</u>
Founding Principal	\$225
Principal	\$190
Project Electrical Engineer	\$125
Project Lighting Designer	\$125
Electrical/Lighting Designer	\$110
CAD Supervisor	\$95
CAD Technician	\$85
Administrative	\$65

**EXHIBIT "C-1" - INITIAL DESIGN PHASE
HOURLY RATE SCHEDULE**

Guttman & Blaevoet – Mechanical

<u>Position</u>	<u>Hourly Rate</u>
Principal	\$195
Associate Principal	\$185
Associate	\$155
Senior Engineer	\$140
Engineer	\$120
CAD Manager	\$110
Designer	\$105
Drafter	\$95
Administrative	\$60

**EXHIBIT "C-1" - INITIAL DESIGN PHASE
HOURLY RATE SCHEDULE**

Rutherford & Chekene – Structural

<u>Position</u>	<u>Hourly Rate</u>
Executive Principals	\$190-\$200
Principals	\$165-\$185
Senior Engineers	\$120-\$165
Engineers	\$95-\$120
Designers	\$85-\$95
Field Technicians	\$85-\$95
CADD Specialists	\$90-\$105

**EXHIBIT "C-1" - INITIAL DESIGN PHASE
HOURLY RATE SCHEDULE**

Watry Design Group - Parking

<u>Position</u>	<u>Hourly Rate</u>
Principal	\$180
Senior Project Manager	\$150
Project Manager	\$140
Assistant Project Manager	\$135
Senior Project Engineer	\$145
Project Engineer	\$135
Senior Project Architect	\$145
Project Architect	\$135
Senior Parking Planner	\$145
Parking Planner	\$130
Senior Job Captain	\$135
Job Captain	\$130
Senior Drafter	\$120
Staff Designer	\$110
Project Administrator	\$85
Administrator	\$70
Condition Assessment	\$180
Legal Expert	\$230
Deposition	\$360
Litigation	\$400

**EXHIBIT "C-1" - INITIAL DESIGN PHASE
HOURLY RATE SCHEDULE**

Smith, Fause & McDonald Inc. – Technology

<u>Position</u>	<u>Hourly Rate</u>
Principal Consultants/Engineers	\$165
Associates/ Senior Engineers	\$145
Project Consultant/ Engineers	\$130
Consultants/Engineers	\$110
Engineering Aides/CAD Operators	\$85
Production/Administrative	\$60

**EXHIBIT "C-1" - INITIAL DESIGN PHASE
HOURLY RATE SCHEDULE**

David J. Powers & Associates, Inc. - Environmental

<u>Position</u>	<u>Hourly Rate</u>
Principal	\$205
Senior Environmental	\$180
Senior Project Manager	\$158
Environmental Specialist	\$145
Project Manager	\$135
Assistant Project Manager	\$98
Researcher	\$82
Draftsperson/ Graphic Artist	\$77
Document Processor/ Quality Control	\$77
Administrative Manager	\$77
Office Support	\$60
Materials at	cost plus 15%
Outside Services and Subconsultants at	cost plus 15%
Mileage	per the current IRS standard mileage rate of the time costs occur

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
07/03/06

PRODUCER
 Dealey, Renton & Associates
 P. O. Box 12675
 Oakland, CA 94604-2675
 510 465-3090

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED
 Group 4 Architecture
 Research + Planning, Inc.
 211 Linden Avenue
 South San Francisco, CA 94080

INSURER A: American Automobile Ins. Co. *A X V*
 INSURER B:
 INSURER C:
 INSURER D:
 INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ FIRE DAMAGE (Any one fire) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS -COMP/OP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WZP80943234	07/01/06	07/01/07	X WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE -EA EMPLOYEE \$1,000,000 E.L. DISEASE -POLICY LIMIT \$1,000,000
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
 To evidence renewal of Workers' Compensation only. All other coverages remain in force.
 RE: Palo Alto City Offices.
 Certificate holder is an additional insured for General Liability per policy form wording.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER: _____	CANCELLATION
City of Palo Alto 1 Attn: Johnella Walker 250 Hamilton Avenue, 1st Floor P.O. Box 10250 Palo Alto, CA 94301		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE <i>Brenda Rossi</i>

EXHIBIT "E"

Certification of Nondiscrimination

As suppliers of goods or services to the City of Palo Alto, the firm and individuals listed below certify that they do not discriminate in employment of any person because of race, skin color, gender, age, religion, disability, national origin, ancestry, sexual orientation, housing status, marital status, familial status, weight or height of such person; that they are in compliance with all Federal, State and local directives and executive orders regarding nondiscrimination in employment.

1. If Proposer is INDIVIDUAL, sign here:

Date: _____
Proposer's Signature _____
Proposer's typed name and title _____

2. If Proposer is PARTNERSHIP or JOINT VENTURE, at least (2) Partners or each of the Joint Venturers shall sign here:

Partnership or Joint Venture Name (type or print) _____
Date: _____
Member of the Partnership or Joint Venture signature _____

Date: _____
Member of the Partnership or Joint Venture signature _____

3. If Proposer is a CORPORATION, the duly authorized officer(s) shall sign as follows:

The undersigned certify that they are respectively:

VICE PRESIDENT and SECRETARY
Title Title

Of the corporation named below; that they are designated to sign the Proposal Cost Form by resolution (attach a certified copy, with corporate seal, if applicable, notarized as to its authenticity or Secretary's certificate of authorization) for and on behalf of the below named CORPORATION, and that they are authorized to execute same for and on behalf of said CORPORATION.

Group 4 Architecture, Research + Planning, Inc.
Corporation Name (type or print)

By: [Signature] Date: 7/18/06

Title: VICE PRESIDENT

By: [Signature] Date: 7/18/06

Title: SECRETARY

