Summary Title: Main Library Amend 4 with Group 4 Architect

Title: Approval of Contract Amendment No. Four in the Amount of $258,041 with Group 4 Architecture, Inc for Costs Related to the Design of the Main Library and the Temporary Main Library (PE-11000 and PE-11012) for a Total Contract Amount Not to Exceed $7,681,751

From: City Manager

Lead Department: Public Works

Recommendation
Staff recommends that Council:

Approve and authorize the City Manager to execute Amendment No. Four (Attachment A) to contract C09130744 with Group 4 Architecture, Research + Planning, Inc., (Group 4 Architecture) in the amount of $258,041. This amount is allocated as follows:

<table>
<thead>
<tr>
<th></th>
<th>Design Service (Basic Services)</th>
<th>Add Service (Contingency)</th>
<th>Totals</th>
</tr>
</thead>
<tbody>
<tr>
<td>Main Library</td>
<td>$157,403.</td>
<td>$15,740.</td>
<td>$173,143.</td>
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<tr>
<td>Art Center</td>
<td>$48,948.</td>
<td>$4,895.</td>
<td>$53,843.</td>
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<tr>
<td>Totals</td>
<td>$234,583.</td>
<td>$23,458.</td>
<td>$258,041.</td>
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</tbody>
</table>

The revised total contract amount is not to exceed $7,681,751 including $7,006,189 for basic services and $675,562 for additional services.

Executive Summary
Measure N approved $76 million in funding for improvements to the Downtown Library (PE-09005), Mitchell Park Library and Community Center (PE-09006) and the Main Library (PE-11000). Of the total funding, $18 million was allocated for the design and construction of the Main Library improvements and expansion.

During Architectural Review Board meetings, public meetings and design meetings with user groups the project team was asked to consider nine additions to the scope for the Main Library, described in the body of this staff report and with an estimated cost of approximately $1,500,000. In addition, at a November 2010 Architectural Review Board and at a community meeting, questions were raised as to whether the Main
Library site could be better integrated with the adjacent Art Center. In responding to these requests for a more campus-like feel, Group 4 Architecture has developed conceptual options for a redesign of the landscaping and parking areas on the south side of the Main Library to provide improved parking and circulation as well as a visual connecting link with the adjacent Art Center. These conceptual options have been presented to the community and boards and commissions and it is recommended that Group 4 further develop the options in the course of the work being approved by this Contract Amendment No. 4. The refined options would then come back to Council for ultimate selection of an option (or no option). The estimated cost for the parking and circulation improvements is $1,000,000.

The construction contract for the Mitchell Park Library and Community Center (MPLCC) was awarded approximately $8 million below the engineer’s estimate. These savings present the City with an opportunity to address the additional renovation recommendations for the Main Library. Collectively, the overall projected costs are currently approximately $8.7 million below the bond ceiling of $76 million approved by the voters in 2008.

Staff is requesting approval of Contract Amendment No. 4 with Group 4 Architecture in the amount of $258,041 for design services to add additional improvements at the Main Library, to provide construction documents for the Temporary Main Library and to study site integration between the Main Library and the Art Center.

Background

The design of the Main Library has started and the design was reviewed at community, Historic Resources Board, Architectural Review Board and Library Advisory Commission meetings. The Main Library improvements will include small group study rooms that are acoustically separated from the rest of the existing building, and a new adjacent program space that will seat 100 people. To accommodate the new program space, the Main Library will expand by approximately 4,000 square feet from the current 21,000 square feet on the ground floor of the building (CMR:434:06). The interior of the existing library will also be reconfigured to make better use of the space. Lighting and other existing building systems will also be upgraded. All of the improvements will be made with consideration for the historic nature of the existing building. The building
will be designed to Leadership in Energy and Environmental Design “Silver” level. Improvements to the Main Library will be the final phase of the Measure N Bond measure projects.

Discussion
Temporary Main Library
On December 6, 2010, Council approved locating a temporary Main Library at the auditorium of the nearby Palo Alto Art Center (CMR:435:10), and authorized $500,000 to renovate the Art Center auditorium for this purpose (CIP project PE-11012 Temporary Main Library Projects). The design of this space is currently underway and will be included in the bid package for the Palo Alto Art Center in the summer of 2011 as doing so will reduce the amount of construction disruption and likely result in lower construction costs. The upgrades to the auditorium are bondable costs and will include accessibility and lighting improvements, shelving, new flooring, and other basic upgrades to the auditorium. The temporary library will be used as a place to pick up holds, drop off books, use public computers, and browse a limited selection of library materials. The collection size at the auditorium would be roughly 10,000 items. The historic collection will be relocated to the existing temporary library at the Cubberley Community Center and staff from the Main Library will be dispersed to work at the temporary Main Library in the Art Center auditorium, the existing temporary library at the Cubberley Community Center and the new MPLCC. Group 4 Architecture completed preliminary design options but design services needed to complete construction documents are included for approval as part of Amendment No. 4 with Group 4 Architecture. Design Costs that would be included in this amendment to the Group 4 Contract are as follows

<table>
<thead>
<tr>
<th>Temporary Main Library Design:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Construction Documents</td>
</tr>
<tr>
<td>Reimbursable Expenses</td>
</tr>
<tr>
<td>Contingency</td>
</tr>
<tr>
<td><strong>Temporary Main Library Total (PE-11012):</strong></td>
</tr>
</tbody>
</table>

Main Library
The design of the Main Library improvements is approximately 50 percent complete. The focus of the design has been on improving library services by renovating the interior and expanding the building within an historic context. These plans were presented at meetings held primarily in November of 2010 with the community, Library Bond Stakeholder's committee, Historic Resources Board (HRB), Architectural Review Board (ARB), Library Advisory Commission and the Public Arts Commission. Additional community meetings were held in May 2011 and the project will continue to be reviewed by subsequent boards and committees.
Several additional proposals for renovation and rehabilitation of Main resulted from the above outreach meetings. Staff and Group 4 Architecture have reviewed these proposals and identified additional design features which are currently outside of the current design scope of service. The additional design items that are being recommended are listed below, along with their estimated construction costs. They are separated into four categories: Deferred Maintenance, Code Compliance, Functional Improvements and Parking and Circulation. Since Parking and Circulation would be shared between the Main Library and the Art Center, it is discussed separately.

Normally these added design services would be paid for from the Additional Services contingency budget, however, that budget is not sufficient to cover all or even most of the items below. Approval of contract Amendment No. 4 with Group 4 Architecture would provide for the design of all of the items listed below. If Council wishes to approve only some of the recommended design features, staff would issue a deductive contract change order to Amendment No. 4 to reflect only the items authorized by Council. Design Costs that would be included in this amendment to the Group 4 Contract are as follows:

<table>
<thead>
<tr>
<th>Main Library Scope Development</th>
<th>Amend. 4 Design Fee</th>
<th>Estimated Construction</th>
<th>Estimated Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Deferred Maintenance Items:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1. Replace roofing</td>
<td>$6,600</td>
<td>$235,000</td>
<td>$241,600</td>
</tr>
<tr>
<td>2. Refurbish landscaping &amp; walkways</td>
<td>$23,936</td>
<td>$275,000</td>
<td>$297,936</td>
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<tr>
<td>3. Replace fire sprinkler system</td>
<td>$14,025</td>
<td>$120,000</td>
<td>$134,025</td>
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<tr>
<td>4. Re-face exterior siding at staff area</td>
<td>$4,400</td>
<td>$60,000</td>
<td>$64,400</td>
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<td>Code Compliance Items:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5. Replace basement sump pumps</td>
<td>$8,635</td>
<td>$65,000</td>
<td>$73,635</td>
</tr>
<tr>
<td>6. Upgrade stormwater treatment</td>
<td>$23,975</td>
<td>$190,000</td>
<td>$213,975</td>
</tr>
<tr>
<td>7. Upgrade parking lot lighting</td>
<td>$5,720</td>
<td>$70,000</td>
<td>$75,720</td>
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<tr>
<td>Service Enhancements:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8. Provide teen room after-hours entrance</td>
<td>$12,100</td>
<td>$40,000</td>
<td>$52,100</td>
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<tr>
<td>9. Provide a broadcast center</td>
<td>$9,064</td>
<td>$80,000</td>
<td>$89,064</td>
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<td>Subtotal:</td>
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<tr>
<td>CONTINGENCY, 10%</td>
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<tr>
<td>Main Library (PE-11000) Totals for Deferred Maintenance, Code Compliance and Service Enhancements</td>
<td>$119,301</td>
<td>$1,248,500</td>
<td>$1,367,801</td>
</tr>
</tbody>
</table>

The construction costs listed above are estimates as detailed designs have not been prepared. Currently, construction costs are very competitive and the recommended work could likely be done now at very reasonable prices. With the additional $ 1.5 million in estimated design and construction costs, the estimated cost of the Main
Library would be roughly $19.5 million, or approximately eight percent above the $18 million that was estimated during schematic design. Based on the May 2011 cost of current and projected construction, the $1.5 million in improvements from items 1 through 9, the final bond measure costs would be about $7.2 million below the bond limit. This continues to leave a comfortable buffer to cover changed market conditions or additional change orders. All the costs are “renovations” consistent with the language in Measure N, and have been determined to be paid by Measure N bond funds.

The items included for approval in Amendment 4 with Group 4 Architecture for the Main Library can be placed into four main categories: deferred maintenance, code compliance, service enhancements and parking and circulation as follows:

- **Deferred Maintenance Items:**
  ‘Deferred Maintenance’ items include features that were not included when the construction costs were estimated for the Main Library. The additional items are all bondable costs. Now that the Main Library has begun design, these items have been identified and staff believes it would be beneficial to replace them now, while construction costs are low. An example of this is the pedestrian paving and landscaping, which is functional, but outdated and in need of repairs. During schematic design of the libraries and Community Center improvements prior the Measure N bond election, certain deferred maintenance items were excluded from the construction cost estimates. This was done in order to keep the bond costs down or because the items would be beneficial to upgrade, but still functional and not strictly required by the building code requirements. Below is a more detailed explanation of the recommended deferred maintenance items.

**Item 1: Replace the existing wood shake roofing**
The existing wood shake roof is reaching the end of its natural life and has already been patched in several places. Additional patches will be required as part of the seismic upgrade work. Staff recommends that all of the roofing be replaced at this time as construction costs are low and future disruptions to library operations will be avoided. The cost of writing specifications and detailing connections with the building is included in this fee.

**Item 2: New/replacement pedestrian paving & landscaping**
The plantings in and around the patios and parking lots are significantly overgrown and in some cases have been identified by City and Project Arborists as unhealthy or unsafe and in need of removal and replacement. There are a number of large pieces of concrete in the patios and walkways surrounding the building that are in need of replacement due to material and Americans with Disabilities Act (ADA) compliance issues. New walkways and patio paving and planting are proposed as part of this scope.

**Item 3: Replace the existing fire sprinkler system**
The existing fire sprinkler system in the basement is corroded and is in need of replacement. The system on the ground floor is of the same vintage and will need significant modifications and eventual replacement. Replacing the entire system at this time addresses both issues and allows for higher-pressure long-throw sprinkler heads to be used in historic areas to avoid interfering with the luminous ceiling (i.e., the heads would be located at the perimeter of the ceiling instead of the middle).

**Item 4: Re-face the existing staff area exterior plywood walls**

The additional staff areas that were part of the building renovation and expansion in the early 1980s were clad in unpainted exterior-grade plywood. This type of material is prone to decay when in contact with moisture, which can lead to material failure. Given the age of the material and its close proximity to the ground plane, there are concerns that in many places it may be reaching the end of its service life. The proposal is to remove the exterior plywood cladding and replace it with a longer-lasting material, possibly a cementitious board system. This may require the partial removal and reconstruction of some areas of the existing terra cotta screen wall, which is being reinforced as part of the original scope of work.

**• Code Compliance Items:**

‘Code Compliance’ issues were not included in the original scope of work because the schematic design was prepared under the building code current at that time. Design requirements changed, however, when a new building code was adopted in January 2011. The costs are bondable and the design revisions are required in order for the design to proceed. Below is a more detailed explanation of the recommended code compliance items.

**Item 5: Replace and reconfigure basement sump pumps**

The existing basement sump pumps (there are a total of three) serve several functions: to remove any water that infiltrates the basement walls and floor, pump out water that is periodically drained from the fire sprinkler system as part of its required testing and maintenance procedures, and pump out drain water from the first floor drinking fountain and any water heater discharge. The pumps currently discharge this water directly into the storm drain, which does not comply with current codes. The proposed reconfiguration also replaces all existing pumps and creates larger sump pits to meet current pump manufacturer specifications. The proposed scheme also reconfigures some of the piping so that the discharge paths comply with current codes.

**Item 6: Stormwater treatment regulations**

The existing bay area stormwater regulations have different thresholds that trigger different levels of compliance. One of the triggers for a higher compliance level is the amount of new hardscape, including replacement
hardscape. The schematic design that was developed prior to the Measure N bond election was for a basic level of compliance because no work in the patios or surrounding hardscape was anticipated. During the current project phase, however, work in the patios and area between the Library and Art Center described in item 2 above is being contemplated. Should this substantial amount of new and replacement hardscape move forward, then the project will be very close to triggering a high level of compliance.

Item 7: Upgrade Library parking lot lighting (north and northeast side of building)

The existing lighting in the parking lots does not meet current illumination standards. This creates potential safety issues. The proposal is to replace the existing cobra-head style luminaries with updated fixtures and add additional fixtures to create more even lighting levels in the parking lots.

• Service Enhancements:

‘Service Enhancements’ are items that were not included during the schematic design phase, but that upon further study were considered to be beneficial to library users. Below is a more detailed explanation of the recommended service enhancements items.

Item 8: Provide a Teen Room entry from Lobby

Questions were raised at a November 2010 community meeting regarding whether meeting spaces could be provided for smaller groups of 15-20 people in the Main Library. Because of site and building constraints, the new program room cannot be divided into two smaller spaces. Group 4 Architecture has created a design concept for using the southern third of the Teen Room as a flexible area that could be closed off to create a meeting room of the requested size. For added flexibility, the room would have a door that opens directly from the lobby space of the new addition to allow for after-hours use. To facilitate this entry, a portion of the exterior terra cotta screen wall will be removed.

Item 9: Broadcast center

On January 20, 2011, members of the design team were invited to a meeting that included multiple City departments and the local community cable television station. The television station would like to have infrastructure installed at the Downtown, MPLCC and Main libraries that would allow for the live broadcast of City and community meetings and events from these locations, similar to what is currently done at City Hall. The local television station will bring a mobile broadcast van with specialized equipment for these events.

If this item approved by Council, the design team will work with the appropriate stakeholders and City staff to determine the amount of infrastructure required and include it in the construction documents for the Main Library. Since the
Main Library is currently under design, it is easy to accommodate the conduit, lighting, cameras and other design elements that will be needed to support broadcasting.

Additional Background for Broadcast Centers at Downtown and MPLCC:
Interest in broadcasting capabilities for the Downtown Library and the MPLCC did not become known until both libraries were under construction, making it more difficult to include this element within the existing budget. Design costs for these two sites are already funded from their respective additional service contingencies and are not a part of this amendment.

During construction of the Downtown Library, empty conduit and other connection pieces were installed in the wall of the program room in order to receive future cameras and media equipment. A media room at the Downtown Library will allow for broadcasting of the Library Advisory Commission meetings, storytelling, author interviews and other media events. The cost for the cameras, wiring and other needed media pieces is still being evaluated. Monies for the media center equipment may be available within the existing contingency funds for the Downtown Library, but if not, staff may return to Council to request additional funds.

The evaluation effort for additional broadcast centers at the MPLCC is also currently underway. Media rooms are being considered for the Community Center’s computer room (to broadcast classes), in the large multi-purpose room (for classes and public meetings) and for the library’s program room (to broadcast storytelling, author events, etc.). Once a better evaluation of the need for and cost of these room(s) has been completed, staff will return to Council to request additional funding as the cost is likely beyond what the contingency budget can accommodate.

Parking and Circulation Improvements Between the Art Center and Main Library
Also included in Amendment 4 with Group 4 Architecture is the cost of evaluating different design scenarios for integrating the Main Library and Art Center sites.

Background
The issue of integrating the Main Library and Art Center had originally been explored during the previous 2002 library bond, Measure D. Renovations for the Main Library and Art Center sites later began the design process as separate projects. Because these renovations were being planned separately, under different design firms and project managers, little attention was paid to the overall integration of the campus. It was only during design development presentations of the Main Library project to the Architectural Review Board and at a community meeting in November 2010 that the
issue of improving the connection of the Art Center, Main Library and Community gardens into an overall campus site was raised.

As a result of these inquiries, Group 4 Architecture was asked to make a cursory exploration of the feasibility and cost related to making the site have a more campus-like feel. These initial designs were discussed in a joint exploratory meeting between the library and Art Center stakeholders and staff in the spring of 2011. Both groups recommended exploring the concept further. The design concepts were also presented to the Architectural Review Board (ARB), Historic Resources Board (HRB), Library Bond Oversight Committee (LBOC), Library Advisory Commission (LAC), Parks and Recreation Committee (PARC) and at a community meeting.

Site Issues
Several issues related to connecting the two sites were identified as a result of the exploration of design options:

Safety:
- The driveway in front of the Art Center is used by cut-through traffic avoiding the traffic signal at Embarcadero and Newell. Combined with reduced visibility due to landscaping, this creates unsafe conditions for people accessing the parking lot.
- The storage shed in one of the parking lots between the two sites is dark and attractive to vagrants. People are unclear if the area under the shed roof is open to the public.
- During high-participation events, drivers jog from parking lot to parking lot via Newell Road, creating increased traffic and impacting a bicycle lane.

Access:
- No easy and clear access between sites for pedestrians or drivers

Wayfinding:
- Visitors new to the site often cannot easily locate individual facilities
- Campus lacks an overall, cohesive plan with walkways and gathering spots

Parking:
- The community has expressed concerns about insufficient site parking during large events.
- With a new community room planned for the Main Library and anticipated increased visitorship to the Art Center, parking demands may increase. In addition, no additional parking was ever provided for gardeners with the creation of the Community Gardens.
- There are four separate parking lots on the campus, three of which are linked (Art Center side) and one of which is not (Library side).
Design Options
Several design options were developed by Group 4 Architecture in response to the site issues. These concepts are very preliminary in nature and within these concepts there are elements that could be removed, combined or taken as stand-alone improvements. For example, the shed could remain in the parking lot, or the driveway connecting the Art Center and Main Library could be eliminated. Design concepts are shown on Attachment B.

- Concept 1: retain the redundant driveway in front of the Art Center but improve pedestrian safety by widening the crossing to the Art Center and removing shrubbery; create pedestrian plazas and integrate landscaping between the two sites; remove a storage shed to increase parking; add a new driveway to connect the Main Library and Art Center. Net parking impact is estimated at -1 parking spaces.

- Concept 2: remove the redundant driveway in front of the Art Center to improve safety caused by speeding and cut-through traffic from Embarcadero and Newell; reconfigure the parking area to a curved space to slow traffic and better align the entrances to the Art Center and Main Library; create pedestrian plazas and integrate landscaping between the two sites; remove a storage shed to increase parking; add a new driveway to connect the Main Library and Art Center. Net parking impact is estimated at +6 spaces.

- Concept 2B: Similar to Concept 2, but instead of certain parking spaces a drop-off zone would be added. Net parking impact is estimated at +2 spaces.

Community Gardens Impact
The Community Gardens would be impacted if the driveway element is included in any of the three concepts. Initial explorations suggested that connecting the Art Center and Library parking lots with a driveway would require the relocation of up to twelve garden plots. The relocation of these plots, however, could be mitigated by placing the plots in an area used as an internal access road. With design refinements, this could result in a net increase in the number of plots. The conceptual designs indicate that no redwood or oak trees would need to be removed to construct the driveway, although one other tree might need to be removed. This tree is not a heritage tree and its possible removal has been reviewed and conceptually approved by the Planning Arborist.

At a community meeting on May 5, 2011, gardeners associated with the Community Gardens expressed concerns about the possible loss of garden plots, the noise and safety impacts of a driveway near the garden and the need for a buffer zone and increased parking needs resulting from the loss of approximately two parking spaces in the library parking lot needed for the driveway (see Attachment C). Gardeners questioned whether some of the lawn area at the Main Library might be used for parking, whether ‘parking lot full’ electronic signs could be employed or whether speed
tables could be used to improve crossing safety in front of the Art Center. While all of these are good ideas that merit further study, Group 4 Architecture could not delve further into the options without Council direction and additional funding.

**Discussion**
The overall feeling from the public meetings was that the idea of integrating the two sites merited further study, but that a driveway connecting the Main Library to the Art Center through the Community Gardens might at worst be dangerous and at best be unnecessary. Staff recommends that all of the concepts be developed further in order to better identify the impacts to trees, garden plots, parking and safety. Staff believes that mitigations may exist for the new driveway at the community garden, however, if Council so desires further work on the parking and circulation piece could be eliminated from further consideration by issuing a deductive change order to remove it from contract Amendment 4.

**Funding and Timing**
If pursued, all or selected parts of design concepts 1, 2, and 2B would be more completely developed, to a level at which tree, parking, cost and other impacts could be more accurately identified. In addition, other options identified at various meetings (such as using the lawn of the Main Library for overflow parking) would be considered. The more detailed plans would then be reviewed at boards and commission meetings (ARB, HRB, LAC, PARC), by the library and Art Foundation stakeholders groups, at a community meeting and finally by Council. It is estimated that staff would return to Council in late 2011 or early 2012 for direction on a preferred design, if any. The fee for Group 4 is for complete construction documents so if Council later decides to not continue with the parking and circulation design effort, the remaining portion of the fee would not be used.

If a design option is selected by Council, that design would be completed and advertised for construction bids, likely in early 2012. The Art Center is currently closed for construction and the goal would be to have any new parking or landscaping completed prior to its re-opening in the summer of 2012. If Council were to approve the connector driveway, it and any related garden relocations or mitigations could be deferred until the end of the construction of the Main Library. The Main Library is currently estimated to be completed in late 2013 and if that schedule is maintained any work on the driveway and garden area could be deferred until the summer or fall of 2013.

The design costs for parking and circulation improvements would be evenly split between the Art Center (CIP PF-07000) and the Main Library (PE-11000), since the improvements jointly benefit each site. Design Costs that would be included in this amendment to the Group 4 Contract are as follows
Parking & Circulation Design - Amendment 4:

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<th>PE-11000</th>
<th>Totals</th>
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<td>$483,896</td>
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<tr>
<td>Meetings and Participation</td>
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<td>$14,000</td>
</tr>
<tr>
<td>Additional Services/Contingency</td>
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<td>$4,895</td>
<td>$9,790</td>
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<tr>
<td>Parking/Circulation Design Total:</td>
<td>$53,843</td>
<td>$53,843</td>
<td>$107,686</td>
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</table>

The estimated construction costs of $1 million would also be shared between the Art Center and Main Library projects. The exact cost-sharing proportion can be better determined when and if a final design option is selected, but at this point an assumption of 50 percent, or $500,000 to each site, could be assumed.

Main Library Window Upgrades
The Main Library design currently includes an upgrade of 1,125 square feet of windows and 11 sliding glass doors in the staff area, which will increase the construction cost. The existing sliding glass doors do not meet ADA requirements and need to be modified. Significant portions of the existing window wall systems will need to be removed and reinstalled as part of the proposed re-facing of the existing staff exterior walls (Item 4). Instead of re-installing the old windows and sliding doors, more energy-efficient ones would be installed, and would include ADA compliant doors. The cost of replacing these windows and sliding doors was not included in the original bond measure because the extent of remodeling work in the wall was not known at the schematic design phase. The upgrade would be included in the bid package and it is estimated that it will increase the bid price by approximately $170,000. The existing windows in the public areas of the library will remain unchanged because they are original and contribute to the historic fabric of the building. The staff-area windows and doors that are proposed to be changed as part of this work are not original and are do not contribute to the building’s historic identity (they were changed in the 1981 remodel when the staff area was expanded). This information is presented for Council's information because it will lead to a construction cost increase. There is no design fee increase from Group 4 Architecture for this item.

Library Bond Oversight Committee Review
These items may all be funded by bond funds, as they are consistent with the Measure N language explaining that the buildings would be “renovated.” However, because these items were not part of the initial design and cost estimates developed for the bond election process, the Library Bond Oversight Committee recommended that Council decide if it wishes to use bond funding to pay for items 1-9 above. Approval of the additions to the Group 4 design contract by Council, as proposed by staff in this report, would constitute that approval to use bond funding for those items.

Resource Impact
Funding for the additional $173,143 in design fees for the Main Library is available in
PE-11000 and $31,055 from the Temporary Main Library PE-11012 CIP budgets. Funding for $53,843 in design fees for the Art Center share of Site Integration Design would be funded from the Art Center PF-07000 CIP budget outside of bond funding. Even with the additional nine design elements, the parking and circulation piece between the Main Library and Art Center and the window upgrades, the future construction cost can be accommodated within the $76M bond proceeds due to the low bids that have been received on the library projects to date. While approving the design changes discussed in this staff report could increase the construction costs at the Main Library by approximately $2 million, recent construction bids on the Downtown and College Terrace libraries have been up to 30 percent below the engineer’s estimate. There is currently anticipated to be little change in the construction climate by early 2012 when the project will be advertised for construction bids.

The Group 4 Architecture contract is for services at the Downtown, MPLCC and Main libraries. It includes three previous contract amendments with a current value of $6,771,606. The authorized contingency is $652,104, making the total authorization to date for this contract $7,423,710. If approved by Council, Amendment No. 4 would increase the contract authorization as follows:

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<th>Original</th>
<th>Previous</th>
<th>Proposed</th>
<th>Revised</th>
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<td>Design Contract</td>
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<tr>
<td>Contingency</td>
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<td>$23,458</td>
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<tr>
<td>Total Authorization</td>
<td>$3,827,280</td>
<td>$3,596,430</td>
<td>$ 258,041</td>
</tr>
</tbody>
</table>

A second bond issue has been scheduled prior to construction of the Main Library improvements, regardless of whether any of the above improvements are approved. For details on the bond issuance and the applicable tax rates and assessments for 2011, see the Discussion section in CMR 337:10, August 2, 2010. Once the second series of bonds is issued for Main Library work (estimated to begin in the fall or winter of 2012), property owners will see a second increase in their property taxes. This increase is dependent upon the amount of bonds required for the second issue and the prevailing interest rate at the time of the bond sale. With the addition of the proposed improvement items 1 through 9 above, and assuming the library’s share of the parking and circulation improvements to be $500,000, the overall final library bond measure costs are estimated to be roughly $ 6.8 million below the bond limit of $76 million.

The cost breakout for Amendment 4 to each CIP project is as follows:

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<thead>
<tr>
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<th>PE-11012, Temp Main Library</th>
<th>PF-07000, Art Center</th>
<th>Totals (includes Contingency)</th>
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July 25, 2011
(ID # 1438)
<table>
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<tr>
<th>Items 1-9</th>
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<td>Design of temporary Main</td>
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<td>Totals (including contingency)</td>
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<td>$ 31,055</td>
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**Policy Impacts**

As discussed above the infrastructure improvements presented above are bondable expenses under the Measure N bond, which called for renovations of the three buildings. Since detailed design is typically not completed before bond funding is authorized, it is common not to have all design elements identified during the preliminary design phase and instead to be identified during more detailed design, during the public review process, or during re-evaluation of the budget after actual construction bids are known. Items 1-9 above are considered to fit into that category.

The Art Center and Main Library site integration was not considered nor discussed at any public meetings leading up to the Measure N bond but only became identified during the public review process of the Main Library. Although it is not related to code compliance, deferred maintenance or library service enhancements, the integration of the Art Center and Main Library sites is a renovation that would contribute to the functionality of the library building and enhance the user experience by improving entry, exit, and parking for the building.

While staff recommends further developing the concepts presented herein and returning to Council for final approval of any concept arising from the public review process, it should also be considered that if this particular improvement was not done, bonds would not need to be issued to cover that amount, reducing the potential property tax assessment.

**Timeline**

The Downtown Library re-opened on July 16, 2011 and the MPLCC will be completed in summer 2012. The design for the Main Library is approximately 50 percent complete. Construction on the Main Library is anticipated to start in the fall or winter of 2012 and last approximately one year.

The temporary Main Library will be located in the Art Center Auditorium and is included as part of the Art Center construction. It is expected to be completed in summer 2012. Costs for the temporary Main Library have been determined to be bondable and will be funded with Measure N bond monies.
Environmental Review
On July 21, 2008, the Council confirmed the Director of Planning and Community Environment’s approvals of a 2007 Addendum to the 2002 final Environmental Impact Report for the Main Library.

Attachments:
- Attachment A Contract Amendment  (PDF)
- Attachment B: Parking and Circulation improvements  (PDF)
- Attachment C: Community Garden meeting minutes  (PDF)
- Attachment D Public Comment Letters  (PDF)

Prepared By: Karen Bengard, Senior Engineer
Department Head: J. Michael Sartor, Interim Director
City Manager Approval: James Keene, City Manager
Attachment A

AMENDMENT NO. 4 TO CONTRACT NO. C09130744
BETWEEN THE CITY OF PALO ALTO AND
GROUP 4 ARCHITECTURE, RESEARCH + PLANNING INC.

This Amendment No. 4 to Contract No. C09130744 ("Contract") is entered into July 25, 2011, by and between the CITY OF PALO ALTO, a charter city and a municipal corporation of the State of California ("CITY"), and Group 4 Architecture, Research + Planning Inc., a California corporation, located at 211 Linden Avenue, South San Francisco, CA 94080 ("CONTRACTOR").

RECITALS:

WHEREAS, the Contract was entered into between the parties for the provision of consulting design services relating to the demolition of the existing library and joint library and community center, rehabilitation of the Downtown Library, and provide temporary facilities during the construction of the other projects; and

WHEREAS, the parties wish to amend the Contract;

NOW, THEREFORE, in consideration of the covenants, terms, conditions, and provisions of this Amendment, the parties agree:

The following exhibits to the Contract are hereby amended to read as set forth in the attachments to this Amendment, which are incorporated in full by this reference:

a. Exhibit "A" entitled "Scope of Work Mitchell Park Library/Community Center, Renovation of the Downtown Library, Renovation and Addition to the Main Library & Temporary Library Design Services".

b. Exhibit "B" entitled "EXHIBIT "B" SCHEDULE OF PERFORMANCE".

c. Exhibit "C" entitled "EXHIBIT "C" COMPENSATION".

Except as herein modified, all other provisions of the Contract, including any exhibits and subsequent amendments thereto, shall remain in full force and effect.

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

________________________

City Manager

APPROVED AS TO FORM:

________________________

Senior Asst. City Attorney

GROUP 4 ARCHITECTURE, RESEARCH + PLANNING INC.

By: ______________________

Name: ____________________

Title: ____________

Attachments:

EXHIBIT "A": SCOPE OF SERVICES
EXHIBIT "B": PROJECT SCHEDULE
EXHIBIT "C": COMPENSATION
CITY OF PALO ALTO CONTRACT NO. C09130744 – AMENDMENT FOUR

Scope of Work

Mitchell Park Library/Community Center,
Renovation of the Downtown Library, Renovation and Addition to the
Main Library & Temporary Library Design Services

I. INTRODUCTION AND GENERAL INFORMATION

1.0 GENERAL INFORMATION

1.1 The "Palo Alto Libraries Schematic Design Report" and drawings, dated May 2008, were prepared by Group 4 Architecture, Research + Planning Inc. (CONSULTANT) for the City of Palo Alto (CITY). These reports include the schematic design documents for three libraries in Palo Alto: the renovation of the Downtown Library, the renovation and addition to the Main Library and the design for the new Mitchell Park Library/Community Center. The building programs for these projects are documented in an earlier Conceptual Design Report also prepared by Group 4 and dated October 2007. The scope of work included in this contract is for preparation of construction documents for the renovation, construction administration, record documents and project closeout for the Downtown Library; the preparation of construction documents, bidding and award, construction administration, record documents and project closeout for the new Mitchell Park Library/Community Center; construction documents for the renovation and construction administration for the Mitchell Park Library Temporary Library Facilities, the preparation of construction documents, bidding and award, for the renovation and addition to the Main Library and the preparation of the site analysis and preliminary design for the Temporary Main Library, this work is based on the approved designs for these projects documented in the aforementioned reports.

1.2 The CONSULTANT’s Basic Services shall include:

1.2.1 For the new Mitchell Park Library/Community Center preparation of Design Development Documents, Construction Documents, assistance with Bidding and Award, Construction Administration and Project Closeout Services.

1.2.2 For the renovation of the Downtown Library programming, budgeting, space planning, Construction Documents, assistance with Bidding and Award, Construction Administration and Record Documents and Project Closeout Services.

1.2.3 For the renovation of the Cubberley Auditorium into the Mitchell Park Temporary Library Construction Documents and Construction Administration Services.
1.2.4 For the renovation and addition to the Main Library - preparation of Design Development Documents, Construction Documents, and assistance with Bidding and Award.

1.2.5 For the Temporary Main Library Site Analysis and Preliminary Design.

1.3 Participation for the projects shall include presentations and meetings as directed by the CITY to the CITY’s Council, Boards and Commissions at appropriate phases in the projects to solicit feedback and comments on the progress of the design(s).

1.4 In selecting the CONSULTANT, the CITY recognizes that the CONSULTANT has qualifications to provide additional planning, architecture, and interior design services including construction phase services specifically related to the renovation and addition of the Main Library and the design documentation for the Temporary Main Library. The CITY, at its discretion, may choose to amend this contract to add these services to the CONSULTANT’s Scope of Services for Additional Compensation if mutually agreed to by the CITY and the CONSULTANT.

2.0 THE PROJECT

2.1 The project includes the new Mitchell Park Library/Community center, the Downtown Library renovation, the Temporary Mitchell Park Library and Library Technical Services Facility, the Main Library renovation and new addition and the site analysis and preliminary design for the Temporary Main Library (collectively, the “Project”).

2.2 The new Mitchell Park Library/Community Center (the “Mitchell Park Project”) is located at 3800 Middlefield Road at the site of the existing Mitchell Park Library and Community Center buildings. The new joint use facility will include a separate 36,254 sf library and a 16,291 sf community center, new parking lots, the realignment of Mayfair Avenue, and associated signal work, and site work. The Mitchell Park Project shall be designed to meet the standards for LEED Gold certification by the US Green Building Council (USGBC).

2.3 The Downtown Library is located at 270 Forest Avenue in downtown Palo Alto. The 9000 square foot building was constructed in 1971. The CITY’s LSMAR and Group 4’s space study recommendations for this branch include a major interior renovation of the building, including its architecture, structure, electrical (power, lighting, data) and mechanical systems. The Downtown Library Project shall be designed to meet the standards for LEED certification by the US Green Building Council (USGBC).

2.4 The Temporary Mitchell Park Library and Technical Services facility is
located at the Cubberley Community Center at 4000 Middlefield Road in the existing Auditorium Building.

2.5 The Main Library is located at 1213 Newell Road in Palo Alto. 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 project includes the renovation of the existing building structure, mechanical, electrical and interior finishes as well as additions to accommodate a new program room, group study rooms and new public restrooms. The new additions will add approximately 4,200 square feet. The existing Main Library is 21,313 square feet on grade with a 5,000 square foot basement. The Main Library Project shall be designed to meet the standards for LEED certification by the US Green Building Council (USGBC).

2.5.1 In addition to the work described above, the following deferred maintenance items shall be included in the Construction Documents phase of the project:

2.5.1.1 Replace or the existing wood shake roof

2.5.1.2 Replace or provide new site pedestrian paving and site landscaping

2.5.1.3 Replace the existing fire sprinkler system

2.5.1.4 Replace the existing exterior plywood walls at the staff area

2.5.1.5 Replace basement sump pumps

2.5.1.6 Upgrade stormwater treatment system

2.5.1.7 Upgrade parking lot lighting

2.5.1.8 Provide for separate access to the Teen room conference area

2.5.1.9 Outfit the library to function as a broadcast center for the local television station.

2.5.1.10 Develop concepts to analyze the integration of the Art Center and Main Library sites and prepare design documents and cost estimates for the parking lots, pedestrian plaza and landscaping to the south and south east of the library (between the library, Art Center and Community Gardens).

2.6 The Temporary Main Library will be located at a site yet to be determined by the CITY. The work includes site selection services, facility and site option

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CITY OF PALO ALTO CONTRACT NO. C09130744 – AMENDMENT FOUR

analysis, building programming; budgeting and schematic design.

3.0 CITY DUTIES

3.1 During the term of CONSULTANT’s professional services under this AGREEMENT the following items will be the responsibilities of the CITY:

3.1.1 The CITY’s Project Manager or authorized designee shall manage the CONSULTANT’s performance under the Agreement. CONSULTANT shall receive final direction only from the Project Manager or his or her authorized designee. The Project Manager shall resolve any conflicting direction from other groups, departments or agencies.

3.1.2 The CITY shall provide evaluation, mitigation design and administration of work for hazardous materials at each site and in the existing building.

3.1.3 The CITY shall provide reviews and comment on what may be necessary to complete design milestones, and/or approve completion of design milestones and cost estimates. At the completion of each phase, the CITY shall provide written authorization to the CONSULTANT to proceed to the next phase. Said written authorization shall require the signature(s) of the CITY’s Project Manager or his/her authorized designee.

3.1.4 CITY shall provide record drawings of existing project facilities (when available).

3.1.5 CITY shall provide all applicable building permits.

3.1.6 CITY shall provide Division 0 and 1 specifications (front-end), in Microsoft Word format to CONSULTANT for review and comment.

3.1.7 CITY shall print and provide construction contractors with copies of bld documents (Plans and Specifications).

3.1.8 CITY shall advertise and award construction contracts.

3.1.9 CITY shall manage the construction of the Project and provide building code and quality control inspections.

3.1.10 The CITY shall oversee and manage the artist selection process, CITY and artist agreements, artwork approvals, budgets and schedule, coordination of artwork with the building design, and artwork installation.

3.1.11 The CITY may prequalify general contractors and key subcontractors and limit bidding to only those firms that have been Professional Services
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3.1.12 The CITY shall manage all construction and procurement contracts related to the overall project and shall oversee and coordinate each of the budgets. Within the overall project budget the CITY shall determine with input from the CONSULTANT the specific budgets for each of the procurement contracts including, but not limited to:

- Site development
- Site preparation
- Building and garage construction
- Furniture procurement, including multiple contracts for custom, general, systems and miscellaneous furniture
- Construction management services
- Public art
- Moving
- Publicity
- Computer systems
- Telecommunication systems.

3.1.13 CITY shall identify, select and procure all equipment such as copy machines, vending machines, miscellaneous office equipment, etc. that is not included in the technology package.

4.0 CONSULTANT’S DUTIES

The CONSULTANT shall keep the Project Manager updated on the status of the Project including but not limited to reviewing the Project schedule and budget, suggesting changes and identifying significant milestones and duration of major tasks needed to complete the work in its entirety, including work components not identified in the CONSULTANT’s scope of services. The CONSULTANT shall periodically update the Project Manager on the validity and responsiveness of the information furnished by the CONSULTANT and its various subconsultants under this agreement, including the schedule requirements and the budget for the cost of the Project. The CONSULTANT shall periodically review such information and advise the Project Manager of any additional or updated information that may be required.

II. CONSULTANT’S BASIC SERVICES The CONSULTANT’s scope of basic services for the Project is divided into six parts: Basic Services for the Mitchell Park Project; Basic Services for the Downtown Library Project; Basic Services for the Temporary Mitchell Park Library Project, Basic Services for the Main Library; Basic Services for the Temporary Main Library
and Participation Services

1.0 MITCHELL PARK PROJECT

1.1 GENERAL

1.1.1 The CONSULTANT's Basic Services for the New Mitchell Park Library/Community Center ("Mitchell Park Project") consist of five Tasks: Task D1 Design Development; Task E1 Construction Documents; Task F1 Bidding and Award; Task G1 Construction Administration and Task H1 Record Documents and Project Closeout.

1.1.2 The CONSULTANT's Basic Services include the services of a civil engineer, structural engineer, mechanical engineer, electrical engineer/lighting designer, landscape architect, cost consultant, audio visual/acoustical engineer, energy analysis engineer, commissioning agent, and library programmer.

1.1.3 The CITY intends that the Mitchell Park Project shall be designed to meet the standards for LEED Gold or higher certification by the USGBC.

1.1.3.1 CONSULTANT shall design the Mitchell Park Project to meet the requirements for LEED V2.2 certification at the Gold or higher level.

1.1.3.2 CONSULTANT shall provide LEED project management services needed for the CITY to obtain LEED certification of the Mitchell Park Project, develop specifications consistent with LEED and the CITY's policies, and provide the templates, documentation, calculations, and energy modeling studies necessary to obtain LEED certification.

1.1.3.3 CONSULTANT shall include a LEED accredited professional on the design team to support Project Sustainable Building/ Green Building design criteria as required to achieve LEED certification.

1.1.3.4 CONSULTANT shall include in the construction documents appropriate provisions requiring the contractor to meet the requirements for CITY's submittal to USGBC for LEED Gold certification.

1.2 TASK D1: MITCHELL PARK PROJECT DESIGN DEVELOPMENT

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1.2.1 CONSULTANT shall coordinate and manage its subconsultants throughout the Design Development phase and coordinate with the Project Manager or authorized designee, key departments, including but not limited to CITY's Building, Public Works, and Engineering staff.

1.2.2 CONSULTANT shall prepare, refine and update project design schedule which identifies all major tasks, key milestones, key meetings, submittal dates and review periods for the CITY's review and comment. CONSULTANT shall provide updated design schedule at the beginning of each project phase.

1.2.3 CONSULTANT shall prepare Design Development documents based on refinement and further development of the approved schematic design, including preliminary furniture layouts, built-in fixtures, and equipment selections.

1.2.4 CONSULTANT shall refine design development plans based on comments received from the CITY's review of the 100% SD and 50% DD submittal.

1.2.5 CONSULTANT shall prepare estimates of probable construction cost for review by CITY in association with the 50% and the 100% Design Development submittals.

1.2.6 CONSULTANT shall have the Mitchell Park Project's LEED commissioning agent review the design, back-check review comments, and develop a commissioning plan, specifications, and checklists.

1.2.7 CONSULTANT shall meet with the CITY to review the estimate of probable construction cost and to confirm that the design is still within the CITY's approved construction budget. Should the design not be within the budget, CONSULTANT shall revise the design as directed by the Project Manager or her authorized designee at no additional fee to bring the design within the approved budget.

1.2.8 CONSULTANT shall provide all other normal and customary services related to Design Development that the CONSULTANT, the Project Manager or her authorized designee finds necessary or that will lead toward the timely delivery of other phases of work in this Agreement.

1.2.9 Meetings

1.2.9.1 CONSULTANT shall attend and coordinate up to
seven (7) PMT meetings, two (2) Technical-Planning meetings, two (2) Technical-Library Meetings, two (2) Technical Building Department meetings, two (2) Artist Coordination meetings, one (1) Technical-Technology meeting, one (1) Technical-Traffic meeting, one (1) Integrated Design Workshop, and other technical meetings as reasonably required for the Mitchell Park Project.

1.2.9.2 CONSULTANT shall coordinate meetings with reviewing agencies as required.

1.2.9.3 CONSULTANT shall attend up to two meetings with the Palo Alto Arts Commission and/or other public art committee for coordination of an arts program.

1.2.10 Deliverables

1.2.10.1 CONSULTANT shall submit document packages at the 50% and 100% completion of Design Development for review by the CITY. Design Development packages shall illustrate and describe the refinement of the design of the Mitchell Park Project, establishing its scope, relationships, forms, size and appearance.

1.2.10.2 Site plans and floor plans for all major disciplines.

1.2.10.3 Preliminary furniture layout plan.

1.2.10.4 Preliminary finish, materials and equipment schedules.

1.2.10.5 Outline specifications shall identify the major materials and systems and shall establish their general quality levels. Specifications shall be consistent with the Construction Specifications Institute (CSI) format, the version of which shall be determined by CONSULTANT.

1.2.10.6 Engineering documents shall include single line diagrams describing structural, mechanical, plumbing, and electrical systems.

1.2.10.7 Principal interior and exterior elevations showing preliminary locations of all electrical and mechanical controls, telecommunications, security, as well as life-safety devices for coordination with furniture layout.

1.2.10.8 Estimates of probable construction cost associated
with the 50% and 100% Design Development submittals.

1.3 TASK E1: MITCHELL PARK PROJECT CONSTRUCTION DOCUMENTS

1.3.1 CONSULTANT shall coordinate and manage its subconsultants throughout the Construction Documents phase.

1.3.2 Upon written notice to proceed by the CITY, CONSULTANT shall refine and further develop the approved Design Development package based upon the CITY’s comments and the constructability review comments on the 100% Design Development package.

1.3.3 CONSULTANT shall prepare and submit a 60% Construction Documents package to the CITY.

1.3.4 CONSULTANT shall prepare an estimate of probable construction cost for review by CITY in association with the 60% Construction Documents submittal.

1.3.5 CONSULTANT shall prepare and submit a 95% Construction Documents package, with CITY’s comments from the 60% package incorporated into the documents.

1.3.6 CONSULTANT shall prepare an estimate of probable construction cost for review by CITY in association with the 95% Construction Documents submittal.

1.3.7 CONSULTANT shall prepare a Construction Documents package for Building and Fire department plan check review and permitting.

1.3.8 CONSULTANT shall prepare the 100% Construction Documents package with final quality control comments from CITY’s Building and Fire department review incorporated.

1.3.9 CONSULTANT shall prepare a Project Manual that includes the Conditions of the Contract for Construction provided by the CITY, Technical Specifications, and bidding requirements and sample forms furnished by the CITY.

1.3.10 CONSULTANT shall maintain the LEED matrix and design documentation.

1.3.11 LEED Fundamental and Enhanced Commissioning: CONSULTANT shall have the project’s commissioning agent review the design and back-check their review comments, develop a commissioning plan, commissioning specification, and commissioning checklists.
CONSULTANT shall provide, if necessary and as directed by the Project Manager or authorized designee, bid alternates up to a cumulative maximum amount of 1% of the estimate of probable construction cost.

One or more “independent checks” of the plans, specifications and bid documents may be performed by an independent party commissioned by the CITY prior to the 100% Construction Document submittal. CONSULTANT shall incorporate revisions or comments from these reviews, provided by the CITY in a single, compiled, and coordinated document, in the final bid documents, unless CONSULTANT deems them to be inappropriate or in error in which case, CONSULTANT shall communicate concern to the Project Manager or her authorized designee for consideration and further direction. These checks may include architectural peer reviews and/or constructability reviews. These independent checks are to be performed strictly for the benefit of the CITY, and they shall not relieve the CONSULTANT from its obligations under this Agreement. The CITY is not obligated to perform any independent check, and the CONSULTANT shall not rely upon it for any quality or quantitative check or review.

Meetings

1.3.14.1 CONSULTANT shall attend and coordinate twelve (12) PMT meetings, two (2) artist coordination meetings, two (2) Technical-Planning meetings, four (4) Technical-Library meetings, three Technical-Building Department meetings, one (1) Technical-Technology meeting, one (1) Technical-Traffic meeting, one (1) Integrated Design Workshop, and other technical meetings as reasonably required for the Mitchell Park Project.

1.3.14.2 CONSULTANT shall attend two (2) meetings with the Arts Commission and/or Public Art committee for coordination of the arts program in the construction documents.

Deliverables

1.3.15.1 60%, 95%, and 100% Construction Documents packages setting forth in detail the requirements for construction of the Mitchell Park Project, including drawings and specifications that establish in detail the quality levels of required materials and systems. The Construction Documents package shall include drawings and technical specifications from all disciplines, executed
to a level of detail appropriate for open public bidding. They shall include plans overlaying voice and data cabling with furniture layout as necessary, elevations reflecting relationships between furnishings and items affecting their placement. Site improvements shall include all details necessary to coordinate and properly locate utilities, driveways, roadways, at-grade parking, curbs and gutters, landscape, irrigation and hardscape design. The Construction Documents shall conform to the applicable California Building Code, Title 24, ADA, and all other applicable local, State and Federal codes, regulations, permit requirements, and conditions necessary for issuance of a building permit.

1.3.15.2 Project Manual

1.3.15.3 Detailed technical specifications that are coordinated with the plans and all the design disciplines.

1.3.15.4 Estimates of probable construction cost associated with the 60% and 95% Construction Documents submittals.

1.3.15.5 CONSULTANT shall submit one set of reproducible documents and one set of electronic digital documents at 60%, 95% and 100% completion of Construction Documents. CONSULTANT shall provide a full-sized original set, wet-stamped and signed, as required by the CITY, by all the appropriate licensed design disciplines. CONSULTANT shall also provide digital plot files directly to CITY’s printing company for printing bid sets.

1.4 TASK F1 MITCHELL PARK PROJECT BIDDING AND AWARD

1.4.1 CONSULTANT shall assist CITY during bid solicitation process.

1.4.2 CONSULTANT shall prepare a full-sized original set(s), and provide a digital plot bid package for CITY’s use in printing, and shall make available to the CITY an electronic version of the Construction Documents.

1.4.3 CONSULTANT shall provide bid phase services, as requested by the CITY, through award of the Contract for Construction. Service include assistance with responses to bidders’ inquiries; preparation of addenda; attendance at one (1) prequalification and (1) pre-bid meeting; and assistance in the CITY’s evaluation of bids.
1.4.4 In preparing estimates of the cost of the work, the CONSULTANT shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the scope of the Project and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the CITY's budget for the Cost of the Work. If an increase in the Contract Sum occurring after execution of the Contract between the CITY and the Contractor causes the budget for the Cost of the Work to be exceeded, that budget shall be increased accordingly.

1.4.5 CONSULTANT will include in its estimate a contingency for bid/market conditions based on competitive bidding with a minimum of 3 bidders for all major items of subcontracted work and 3-5 general contractor bids. The CITY recognizes that the CONSULTANT has no control over competitive bidding or market conditions. If CITY anticipates less favorable bidding conditions or wishes to take a more conservative approach, CITY will cooperate with CONSULTANT to increase bid contingency and either reduce project scope or increase the project budget accordingly.

1.4.6 If bidding has not commenced within 90 days after CONSULTANT submits 95% Construction Documents to the CITY, CONSULTANT shall adjust at no additional cost to CITY, the estimate of probable construction cost to reflect changes in the general level of prices in the construction industry. Should the adjusted estimate of probable construction cost exceed the CITY approved construction budget at this point, any subsequent changes in the plans or value engineering services necessary to align the adjusted estimate of probable construction cost with the CITY approved construction budget shall be considered Additional Services as noted in EXHIBIT C of this Agreement.

1.4.7 Deliverables: one reproducible (hard copy for Construction Document contract file) and digital plot set of Construction Documents “Conform” package revised with all addenda, CITY reviews and plan check comments, including Fire Department, incorporated and ready for Award, and Construction.

1.5 TASK G1 MITCHELL PARK PROJECT CONSTRUCTION ADMINISTRATION

1.5.1 CONSULTANT’s responsibility to provide Basic Construction Administration Services for the Construction Phase under this Agreement commences with CITY’s issuance of a Notice to Proceed with the Contract for Construction and will end 730 Professional Services
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calendar days from that date or upon commencement by the CONSULTANT of the Substantial Completion Correction ("Punch") list, as mutually agreed upon by CONSULTANT, the CITY's Construction Manager and CITY, whichever comes first. If the punch list does not commence within 730 calendar days of the Notice to Proceed, any further time and effort spent on behalf of the project shall be an Additional Service provided on a time and materials basis. Consultant will not be obligated to provide any work beyond the 730 calendar days unless directed by CITY in writing.

1.5.2 CONSULTANT shall be a representative of and shall advise and consult with the CITY during the provision of the Contract Administration Services. The CONSULTANT shall have authority to act on behalf of the CITY only to the extent provided in this Agreement unless otherwise modified by written amendment.

1.5.3 Duties, responsibilities and limitations of authority of the CONSULTANT under this phase shall not be restricted, modified or extended without written agreement of the CITY.

1.5.4 CONSULTANT shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, the CONSULTANT will not be responsible for the Contractor's schedules or failure to carry out the work in accordance with the Contract Documents. The CONSULTANT will not have control over or charge of acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons performing portions of the work. CONSULTANT shall not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

1.5.5 CONSULTANT will have access to the work at all times wherever it is in preparation or progress within 24 hours of notifying the CITY.

1.5.6 CONSULTANT shall revise Bid Documents for issuance as Conform Set Contract Documents that incorporate addenda, and clarifications.

1.5.7 CONSULTANT shall attend the pre-construction conference.

1.5.8 Project Meetings and Site Visits

1.5.8.1 CONSULTANT shall attend up to 104 site construction meetings. The CONSULTANT as a representative of the Professional Services
Revised 10/18/07
CITY, shall visit the site at intervals appropriate to the stage of the Contractor’s operations, or as otherwise agreed by the Project Manager or authorized designee and the CONSULTANT (1) to become generally familiar with and to keep the CITY informed about the progress and quality of the portion of the Work completed, (2) to endeavor to guard the CITY against defects and deficiencies in the Work, and (3) to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the CONSULTANT shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work.

1.5.8.2 CONSULTANT shall report to the CITY observable and known deviations from the Contract Documents by the Contractor.

1.5.8.3 CONSULTANT shall at all times have access to the work wherever it is in preparation or progress.

1.5.8.4 CONSULTANT shall have authority to reject Work that does not conform to the Contract Documents. Whenever the CONSULTANT considers it necessary or advisable, the CONSULTANT will have authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the CONSULTANT nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the CONSULTANT to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

1.5.8.5 CONSULTANT shall be responsible for scheduling the Sub CONSULTANTS visits to the site in coordination with and or as directed by CITY.

1.5.9 On the basis of on-site observations as a CONSULTANT, and through information provided to the CONSULTANT by the CITY’s Project Manager, the CONSULTANT shall keep the CITY informed of the quality of the work.

1.5.10 Submittals:

1.5.10.1 CONSULTANT will review Contractor's submittals, including Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The
CONSULTANT's action shall be taken with such reasonable promptness so as to cause no delay in the work, while allowing sufficient time in the CONSULTANT's judgment to permit adequate review unless otherwise agreed to. Submittals critical to work flow shall be responded to within a timely manner from receipt. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities or for substantiating instructions for installation or performance equipment or systems designed by the Contractor, all of which remain the responsibility of the Contractor to the extent required by the Contract Documents. The CONSULTANT's review shall not constitute review of safety precautions or, unless otherwise specifically stated by the CONSULTANT, of construction means, methods, techniques, sequences or procedures. The CONSULTANT's review of specific items shall not indicate approval of an assembly of which the item is a component. When professional certification of performance characteristics of materials, systems or equipment is required by the Contract Documents, the CONSULTANT shall be entitled to rely upon such certification to establish that the materials, systems or equipment will meet the performance criteria required by the Contract Documents.

1.5.10.2 CONSULTANT shall maintain copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents. Reviewed submittals shall be stamped with appropriate action to be taken with notes and comments initialed and dated.

1.5.11 If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the CONSULTANT shall specify appropriate performance and design criteria that such services must satisfy. Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor shall bear such professional's written approval when submitted to the CONSULTANT. The CONSULTANT shall be entitled to rely upon the adequacy, accuracy and completeness of the services; certifications or approvals performed by such design professionals.

1.5.12 Request for Information (RFI) & Architectural Supplement Information (ASI)

1.5.12.1 CONSULTANT shall review properly prepared, timely requests by the Contractor for Request For Information (RFI) about the Contract Documents. A properly

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prepared RFI about the Contract Documents shall be in a form prepared or approved by the CONSULTANT and shall include a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested.

1.5.12.2 If deemed appropriate by the CONSULTANT or if directed by the Project Manager or her authorized designee, the CONSULTANT shall on the CITY’s behalf prepare, reproduce and distribute supplemental Drawings and Specifications (Architectural Supplemental Information (ASI)) in response to RFI by the Contractor or because of a need determined by CONSULTANT to achieve the intent of the Contract Documents.

1.5.12.3 Interpretations and decisions of the CONSULTANT shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and initial decisions, the CONSULTANT shall endeavor to secure faithful performance by both CITY and Contractor, shall not show partiality to either, and shall not be liable for the results of interpretations or decisions so rendered in good faith.

1.5.12.4 CONSULTANT’s action shall be taken with such reasonable promptness as to cause no delay in the Work or in the activities of the CITY, Contractor or separate contractors, while allowing sufficient time in the CONSULTANT’s professional judgment to permit adequate review. RFI’s critical to workflow shall be responded to within a timely manner from receipt.

1.5.13 CONSULTANT shall review for compliance, any items submitted by the Contractor for consistency with the contract documents, including but not limited to submittals, O&M Manuals, written guarantees, instruction books, diagrams and charts, etc.,

1.5.14 Review and recommend approval or rejection of substitutions for conformance with the project design concept and for compliance with Contract Documents. CONSULTANT shall briefly review each substitution at no additional cost to the CITY and provide the CITY’s Project Manager with a fee and time schedule for detailed review of each substitution. Time and cost for detailed review of substitutions shall be negotiated with Contractor on a case-by-case basis. Detailed review of each substitution cannot begin until authorized by the CITY’s Project Manager. Detailed review of substitutions is subject to the requirements of Additional Services when approved and authorized by the CITY’s Project Manager prior to beginning the detailed review.

1.5.15 Changes in the Work
1.5.15.1 Change Order Review and Negotiation: All changes to the Contract between the CITY and Contractor shall be only by change orders executed by the CITY.

1.5.15.2 CITY and its designee shall review the contents of all Contractor-requested changes to the contract time or price, endeavor to determine the cause of the request, and assemble and evaluate information concerning the request. CITY and its designee shall in its evaluations of the Contractor's request consider the CONSULTANT's comments regarding the proposed changes.

1.5.15.3 All proposed CONSULTANT and CITY-initiated changes shall first be described in detail by the CITY and its designee in a request for a proposal issued to the Contractor. The request shall be accompanied by drawings and specifications prepared by the CONSULTANT. In response to the request for a proposal, the Contractor shall submit to the CITY and its designee for evaluation detailed information concerning. The price and time adjustments, if any, as may be necessary to perform the proposed change order work. The CITY and its designee shall review the Contractor's proposal, shall discuss the proposed change order with the Contractor, and endeavor to determine the Contractor's basis for the price and time proposed to perform the work. All work by CONSULTANT related to CITY-initiated changes will be performed as Additional Services on a Time and Material Basis or mutually agreed lump sum.

1.5.15.4 The CITY and its designee shall negotiate change requests on behalf of the CITY. CITY and its designee shall prepare and issue to the Contractor appropriate change order documents, reviewed and signed by the CONSULTANT as required by contract.

1.5.16 Furniture, Custom Casework, Shelving and Signage

1.5.16.1 During the Construction Administration Phases the CONSULTANT shall provide the following services related to Furniture, Custom Casework and Signage:

1.5.16.2 Staff area systems furniture will be specified in general terms showing layout, major components, and finishes. CONSULTANT shall specify that systems furniture vendor to provide detailed systems design and component selection.

1.5.16.3 CONSULTANT shall specify performance requirements for seismic bracing of cantilevered shelving with shelving vendor to provide engineering submittals.
1.5.16.4 If so requested by the CITY's Project Manager or authorized designee, the CONSULTANT shall prepare up to a total of five different bid packages for furniture, custom casework, building signage and shelving. Each bid package will be suitable for a public bid process or negotiated purchase order by CITY or Library.

1.5.16.5 CONSULTANT shall provide up to two alternative design concepts for custom furniture and casework.

1.5.16.6 CONSULTANT shall prepare for the CITY's review functional layout drawings of library service desks and custom casework for the Library and the Community Center.

1.5.16.7 CONSULTANT shall conduct up to eight interiors Project Management Team meetings to set direction on furniture and casework.

1.5.16.8 CONSULTANT shall lead up to one day-long furniture review meeting with the furniture committee.

1.5.16.9 CONSULTANT shall prepare a 90% Bid Documents submittal for CITY and Library review.

1.5.16.10 CONSULTANT shall prepare 100% Bid Documents.

1.5.16.11 CONSULTANT shall assist the CITY in reviewing bidder questions and provide written addenda as required for each bid package.

1.5.16.12 CONSULTANT shall be available for up to three days to advise on furniture and custom casework placement and punch list services.

1.5.16.13 CONSULTANT shall provide a sign location drawing and sign copy schedule for the site identification, exterior building signage, site wayfinding, and interior signage.

1.5.16.14 CONSULTANT shall provide a 60% and 95% Design Intent Signage Documents for the CITY's review. And a 100% Bid Design Intent Signage Document.

1.5.16.15 CONSULTANT provide updated estimates of probable construction costs to the CITY at the 60% and 95% Design Intent submittals.

1.5.16.16 CONSULTANT shall provide written responses to the CITY's review comments.

1.5.16.17 CONSULTANT conduct up to two signage design review meetings with the CITY.
1.5.16.18 CONSULTANT shall attend a signage pre-installation meeting with the signage contractor.

1.6 TASK H1 MITCHELL PARK PROJECT RECORD DOCUMENTS AND PROJECT CLOSEOUT

1.6.1 Project Closeout, will begin with the commencement by CONSULTANT of the Punch List as mutually determined by CONSULTANT, CITY and CITY's Construction Manager, and will end 90 calendar days from that date CONSULTANT shall complete all items over which the CONSULTANT has control indicated in the scope of Project Closeout within the 90 calendar day period. CONSULTANT Closeout Services after 90 days will be provided as an Additional Service on a Time & Materials basis.

1.6.2 CONSULTANT shall receive from the Contractor and forward to the CITY, for the CITY's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor.

1.6.3 CONSULTANT's shall conduct "Punch List" inspection to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

1.6.4 CONSULTANT shall complete and distribute the project punch list in a timely manner from the CITY's request for inspection in either MSWord or Excel format.

1.6.5 CONSULTANT shall review the work to determine whether the punch list items have been completed and are in conformance with the Construction Documents

1.6.6 CONSULTANT’s shall conduct Final Completion observation with the CITY to check for general conformance of the Work with the requirements of the Contract Documents package and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

1.6.7 CONSULTANT shall incorporate information provided by the Contractor and information gained during site visits throughout the Project construction, and prepare record drawings and specifications based on record field construction documents package. Prior to acceptance of the Project by the CITY. CONSULTANT shall review the contractor's "as-built" drawings and specifications, and shall return them to contractor for revision if they are not complete, or otherwise known to not represent facts known to the CONSULTANT. Apart from reviewing Contractor's as-built documents, CONSULTANT shall prepare and sign the CONSULTANT's Record Drawings submit both a hard copy on Mylar and an electronic copy on Compact Disc (CD) to the CITY.
2.0 DOWNTOWN LIBRARY PROJECT

2.1 GENERAL

2.1.1 The CONSULTANT's Basic Services for the renovated Downtown Library ("Downtown Library Project") consist of five Tasks: Task D2 Design Development; Task E2 Construction Documents; Task F2 Bidding and Award, Task G2 Construction Administration and Task H2 Record Documents and Project Closeout.

2.1.2 The CONSULTANT's Basic Services include the services of a civil engineer, structural engineer, mechanical engineer, electrical engineer/lighting designer, landscape architect, cost consultant, audio visual/acoustical engineer, and library programmer.

2.2 TASK D2: DOWNTOWN LIBRARY PROJECT DESIGN DEVELOPMENT

2.2.1 CONSULTANT shall coordinate and manage its subconsultants throughout the Design Development phase and coordinate with the Project Manager or authorized designee, key departments, including but not limited to CITY's Building, Public Works, and Engineering staff.

2.2.2 CONSULTANT shall prepare, refine and update project design schedule which identifies all major tasks, key milestones, key meetings, submittal dates and review periods for the CITY's review and comment. CONSULTANT shall provide updated design schedule at the beginning of each project phase.

2.2.3 CONSULTANT shall prepare Design Development documents based on refinement and further development of the approved schematic design, including preliminary furniture layouts, built-in fixtures, and equipment selections.

2.2.4 CONSULTANT shall refine design development plans based on comments received from the CITY's review of the 100% SD submittal.

2.2.5 CONSULTANT shall prepare an estimate of probable construction cost for review by CITY in association with the 100% Design Development submittal.

2.2.6 CONSULTANT shall meet with the CITY to review the estimate of probable construction cost and to confirm that the design is still within the CITY's approved construction budget. Should the design not be within the budget, CONSULTANT shall revise the design as directed by the Project Manager or her authorized designee at no additional
fee to bring the design within the approved budget.

2.2.7 CONSULTANT shall provide all other normal and customary services related to Design Development that the CONSULTANT, the Project Manager or her authorized designee finds necessary or that will lead toward the timely delivery of other phases of work in this Agreement.

2.2.8 Meetings

2.2.8.1 CONSULTANT shall attend and coordinate up to seven (7) PMT meetings, two (2) Technical-Library Meetings, two (2) Technical-Building Department meetings, one (1) Technical-Technology meeting, one (1) Integrated Design Workshop, and other technical meetings as reasonably required for the Downtown Library Project.

2.2.8.2 CONSULTANT shall coordinate meetings with reviewing agencies as required.

2.2.9 Deliverables

2.2.9.1 CONSULTANT shall submit a Design Development package at 100% completion of Design Development for review by the CITY. The Design Development package shall illustrate and describe the refinement of the design of the Downtown Library Project, establishing its scope, relationships, forms, size and appearance.

2.2.9.2 Site plans and floor plans for all major disciplines.

2.2.9.3 Preliminary furniture layout plan.

2.2.9.4 Preliminary finish, materials and equipment schedules.

2.2.9.5 Outline specifications shall identify the major materials and systems and shall establish their general quality levels. Specifications shall be consistent with the Construction Specifications Institute (CSI) format, the version of which shall be determined by CONSULTANT.

2.2.9.6 Engineering documents shall include single line diagrams describing structural, mechanical, plumbing, and electrical systems.

2.2.9.7 Principal interior and exterior elevations showing preliminary locations of all electrical and mechanical controls, telecommunications, security, as well as life-safety
devices for coordination with furniture layout.

2.2.9.8 Estimates of probable construction cost associated with the 100% Design Development submittal.

2.2.9.9 Presentation materials for meetings.

2.3 TASK E2: DOWNTOWN LIBRARY PROJECT CONSTRUCTION DOCUMENTS

2.3.1 CONSULTANT shall coordinate and manage its subconsultants throughout the Construction Documents phase.

2.3.2 Upon written notice to proceed by the CITY, CONSULTANT shall refine and further develop the approved Design Development package based upon the CITY's comments and the constructability review comments on the 100% Design Development package.

2.3.3 CONSULTANT shall prepare and submit a 60% Construction Documents package to the CITY.

2.3.4 CONSULTANT shall prepare an estimate of probable construction cost for review by CITY in association with the 60% Construction Documents submittal.

2.3.5 CONSULTANT shall prepare and submit a 95% Construction Documents package, with CITY's comments from the 60% package incorporated into the documents.

2.3.6 CONSULTANT shall prepare an estimate of probable construction cost for review by CITY in association with the 95% Construction Documents submittal.

2.3.7 CONSULTANT shall prepare a Construction Documents package for Building and Fire department plan check review and permitting.

2.3.8 CONSULTANT shall prepare the 100% Construction Documents package with final quality control comments from CITY's Building and Fire department review incorporated.

2.3.9 CONSULTANT shall prepare a Project Manual that includes the Conditions of the Contract for Construction provided by the CITY, Technical Specifications, and bidding requirements and sample forms furnished by the CITY.

2.3.10 CONSULTANT shall provide, if necessary and as directed by the Project Manager or authorized designee, bid alternates up to a
cumulative maximum amount of 5% of the estimate of probable construction cost.

2.3.11 One or more "independent checks" of the plans, specifications and bid documents may be performed by an independent party commissioned by the CITY prior to the 100% Construction Document submittal. CONSULTANT shall incorporate revisions or comments from these reviews, provided by the CITY in a single, compiled, and coordinated document, in the final bid documents, unless CONSULTANT deems them to be inappropriate or in error in which case, CONSULTANT shall communicate concern to the Project Manager or her authorized designee for consideration and further direction. These checks may include architectural peer reviews and/or constructability reviews. These independent checks are to be performed strictly for the benefit of the CITY, and they shall not relieve the CONSULTANT from its obligations under this Agreement. The CITY is not obligated to perform any independent check, and the CONSULTANT shall not rely upon it for any quality or quantitative check or review.

2.3.12 Meetings

2.3.12.1 CONSULTANT shall attend and coordinate twelve (12) PMT meetings, four (4) Technical-Library meetings, two (2) Technical-Building Department meetings, one (1) Technical-Technology meeting, one (1) Integrated Design Workshop, and other technical meetings as reasonably required for the Downtown Library Project.

2.3.12.2 Consultant shall attend other meetings as specified in Section 4.0, Participation.

2.3.13 Deliverables

2.3.13.1 60%, 95%, and 100% Construction Documents packages setting forth in detail the requirements for construction of the Downtown Library Project, including drawings and specifications that establish in detail the quality levels of required materials and systems. The Construction Documents package shall include drawings and technical specifications from all disciplines, executed to a level of detail appropriate for open public bidding. They shall include plans overlaying voice and data cabling with furniture layout as necessary, elevations reflecting relationships between furnishings and items affecting their placement. Site improvements shall include all details necessary to coordinate and properly locate utilities, driveways, roadways, at-grade parking, curbs and
gutters, landscape, irrigation and hardscape design. The Construction Documents shall conform to the applicable California Building Code, Title 24, ADA, and all other applicable local, State and Federal codes, regulations, permit requirements, and conditions necessary for issuance of a building permit.

2.3.13.2 Project Manual

2.3.13.3 Detailed technical specifications that are coordinated with the plans and all the design disciplines.

2.3.13.4 Estimates of probable construction cost associated with the 60% and 95% Construction Documents submittals.

2.3.13.5 CONSULTANT shall submit one set of reproducible documents and one set of electronic digital documents at 60%, 95% and 100% completion of Construction Documents. CONSULTANT shall provide a full-sized original set, wet-stamped and signed, as required by the CITY, by all the appropriate licensed design disciplines. CONSULTANT shall also provide digital plot files directly to CITY's printing company for printing bid sets.

2.4 TASK F2: DOWNTOWN LIBRARY PROJECT BIDDING AND AWARD

2.4.1 CONSULTANT shall prepare a full-sized original set(s), and provide a digital plot bid package for CITY's use in printing, and shall make available to the CITY an electronic version of the Construction Documents.

2.4.2 CONSULTANT shall provide bid phase services, as requested by the CITY, through award of the Contract for Construction. Service include assistance with responses to bidders' inquiries; preparation of addenda; attendance at one (1) prequalification and (1) pre-bid meeting; and assistance in the CITY's evaluation of bids.

2.4.3 In preparing estimates of the cost of the work, the CONSULTANT shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the scope of the Project and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the CITY's budget for the Cost of the Work. If an increase in the Contract Sum occurring after execution of the Contract between the
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CITY and the Contractor causes the budget for the Cost of the Work to be exceeded, that budget shall be increased accordingly.

2.4.4 CONSULTANT will include in its estimate a contingency for bid/market conditions based on competitive bidding with a minimum of 3 bidders for all major items of subcontracted work and 3-5 general contractor bids. The CITY recognizes that the CONSULTANT has no control over competitive bidding or market conditions. If CITY anticipates less favorable bidding conditions or wishes to take a more conservative approach, CITY will cooperate with CONSULTANT to increase bid contingency and either reduce project scope or increase the project budget accordingly.

2.4.5 If bidding has not commenced within 90 days after CONSULTANT submits 95% Construction Documents to the CITY, CONSULTANT shall adjust at no additional cost to CITY, the estimate of probable construction cost to reflect changes in the general level of prices in the construction industry. Should the adjusted estimate of probable construction cost exceed the CITY approved construction budget at this point, any subsequent changes in the plans or value engineering services necessary to align the adjusted estimate of probable construction cost with the CITY approved construction budget shall be considered Additional Services as noted in EXHIBIT C of this Agreement.

2.4.6 Deliverables: one (1) 100% reproducible (hard copy for Construction Document contract file) and digital plot set of Construction Documents “Conform” package revised with all addenda, CITY reviews and plan check, including Fire Department, ready for Award, and Construction.

2.5 TASK G2 DOWNTOWN LIBRARY PROJECT CONSTRUCTION ADMINISTRATION

2.5.1 The CONSULTANT’s responsibility to provide Basic Construction Administration Services for the Construction Phase under this Agreement commences with CITY’s issuance of a Notice to Proceed with the Contract for Construction and will end 365 calendar days from that date or upon commencement by the CONSULTANT of the Substantial Completion Correction (“Punch”) list, as mutually agreed upon by CONSULTANT, the CITY’s Construction Manager and CITY, whichever comes first. If the punch list does not commence within 365 calendar days of the Notice to Proceed, any further time and effort spent on behalf of the project shall be an Additional Service provided on a time and materials basis. Consultant will not be obligated to provide any work beyond the 365 calendar days unless directed by CITY in writing.

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2.5.2 The CONSULTANT shall be a representative of and shall advise and consult with the CITY during the provision of the Contract Administration Services. The CONSULTANT shall have authority to act on behalf of the CITY only to the extent provided in this Agreement unless otherwise modified by written amendment.

2.5.3 Duties, responsibilities and limitations of authority of the CONSULTANT under this phase shall not be restricted, modified or extended without written agreement of the CITY.

2.5.4 The CONSULTANT shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

2.5.5 The CONSULTANT shall not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

2.5.6 Project Meetings and Site Visits

2.5.6.1 The CONSULTANT shall attend up to 52 site construction meetings. The CONSULTANT as a representative of the CITY, shall visit the site at intervals appropriate to the stage of the Contractor's operations, or as otherwise agreed by the Project Manager or authorized designee and the CONSULTANT (1) to become generally familiar with and to keep the CITY informed about the progress and quality of the portion of the Work completed, (2) to endeavor to guard the CITY against defects and deficiencies in the Work, and (3) to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the CONSULTANT shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work.

2.5.6.2 The CONSULTANT shall report to the CITY known deviations from the Contract Documents.

2.5.6.3 The CONSULTANT shall at all times have access to the work within 24 hours wherever it is in preparation or progress.

2.5.6.4 The CONSULTANT shall have authority to reject Work that does not conform to the Contract Documents. Whenever the CONSULTANT considers it necessary or advisable, the CONSULTANT will have authority to require inspection or testing of the Work in accordance with the provisions of the

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Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the CONSULTANT or a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the CONSULTANT to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

2.5.6.5 The CONSULTANT shall be responsible for scheduling the subconsultants visits to the site in coordination with and or as directed by the CITY.

2.5.7 On the basis of on-site observations as a CONSULTANT, and through information provided to the CONSULTANT by the CITY's Project Manager, the CONSULTANT shall keep the CITY informed of the quality of the work.

2.5.8 Submittals:

2.5.8.1 The CONSULTANT will review Contractor's submittals, including Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The CONSULTANT's action shall be taken with such reasonable promptness so as to cause no delay in the work, while allowing sufficient time in the CONSULTANT's judgment to permit adequate review unless otherwise agreed to. Submittals critical to work flow shall be responded to within a timely manner from receipt. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities or for substantiating instructions for installation or performance equipment or systems designed by the Contractor, all of which remain the responsibility of the Contractor to the extent required by the Contract Documents. The CONSULTANT's review shall not constitute review of safety precautions or, unless otherwise specifically stated by the CONSULTANT, of construction means, methods, techniques, sequences or procedures. The CONSULTANT's review of specific items shall not indicate approval of an assembly of which the item is a component. When professional certification of performance characteristics of materials, systems or equipment is required by the Contract Documents, the CONSULTANT shall be entitled to rely upon such certification to establish that the materials, systems or equipment will meet the performance criteria required by the Contract Documents.

2.5.8.2 The CONSULTANT shall maintain copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents. Reviewed

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submittals shall be stamped with appropriate action to be taken with notes and comments initialed and dated.

2.5.8.3 If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the CONSULTANT shall specify appropriate performance and design criteria that such services must satisfy. Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor shall bear such professional’s written approval when submitted to the CONSULTANT. The CONSULTANT shall be entitled to rely upon the adequacy, accuracy and completeness of the services; certifications or approvals performed by such design professionals.

2.5.9 Request for Information (RFI) & Architectural Supplement Information (ASI)

2.5.9.1 The CONSULTANT shall review properly prepared, timely requests by the Contractor for information (RFI) about the Contract Documents. A properly prepared RFI about the Contract Documents shall be in a form prepared or approved by the CONSULTANT and shall include a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested.

2.5.9.2 If deemed appropriate by the CONSULTANT or if directed by the Project Manager or her authorized designee, the CONSULTANT shall on the CITY’s behalf prepare, reproduce and distribute supplemental Drawings and Specifications (Architectural Supplemental Information (ASI)) in response to RFI by the Contractor or because of a need determined by CONSULTANT to achieve the intent of the Contract Documents.

2.5.9.3 Interpretations and decisions of the CONSULTANT shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and initial decisions, the CONSULTANT shall endeavor to secure faithful performance by both CITY and Contractor, shall not show partiality to either, and shall not be liable for the results of interpretations or decisions so rendered in good faith.

2.5.9.4 The CONSULTANT’s action shall be taken with such reasonable promptness as to cause no delay in the Work or in the activities of the CITY, Contractor or separate contractors, while allowing sufficient time in the CONSULTANT’s professional judgment to permit adequate
review. RFI's critical to workflow shall be responded to within a timely manner from receipt.

2.5.10 CONSULTANT shall review for compliance, any items submitted by the Contractor for consistency with the contract documents, including but not limited to submittals, O&M Manuals, written guarantees, instruction books, diagrams and charts, etc.,

2.5.11 Review and recommend approval or rejection of substitutions for conformance with the project design concept and for compliance with Contract Documents. CONSULTANT shall briefly review each substitution at no additional cost to the CITY and provide the CITY's Project Manager with a fee and time schedule for detailed review of each substitution. Time and cost for detailed review of substitutions shall be negotiated with Contractor on a case-by-case basis. Detailed review of each substitution cannot begin until authorized by the CITY's Project Manager. Detailed review of substitutions is subject to the requirements of Additional Services when approved and authorized by the CITY's Project Manager prior to beginning the detailed review.

2.5.12 Changes in the Work

2.5.12.1 Change Order Review and Negotiation: All changes to the Contract between the CITY and Contractor shall be only by change orders executed by the CITY.

2.5.12.2 CITY and its designee shall review the contents of all Contractor-requested changes to the contract time or price, endeavor to determine the cause of the request, and assemble and evaluate information concerning the request. CITY and its designee shall in its evaluations of the Contractor's request consider the CONSULTANT's comments regarding the proposed changes.

2.5.12.3 All proposed CONSULTANT and CITY-initiated changes shall first be described in detail by the CITY and its designee in a request for a proposal issued to the Contractor. The request shall be accompanied by drawings and specifications prepared by the CONSULTANT. In response to the request for a proposal, the Contractor shall submit to the CITY and its designee for evaluation detailed information concerning. The price and time adjustments, if any, as may be necessary to perform the proposed change order work. The CITY and its designee shall review the Contractor's proposal, shall discuss the proposed change order with the Contractor, and endeavor to determine the Contractor's basis for the price and time proposed to perform the work. All work by CONSULTANT related to CITY-initiated changes will be performed as Additional

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Services on a Time and Material Basis or mutually agreed lump sum.

CITY and its designee shall negotiate change requests on behalf of the CITY. CITY and its designee shall prepare and issue to the Contractor appropriate change order documents, reviewed and signed by the CONSULTANT as required by contract.

2.6 TASK G2.1 DOWNTOWN LIBRARY LEED DESIGN AND DOCUMENTATION

2.6.1 The CONSULTANT shall prepare and submit LEED documentation for the Downtown Library for certification purposes based on the LEED Commercial Interiors 2009 for LEED certified level. The work includes preparing and submitting all required design submittal documentation for the LEED credits as identified on the LEED Matrix dated February 2010.

2.6.2 The CONSULTANT shall provide fundamental commissioning services during the design phase construction phases of the project.

2.6.3 The CONSULTANT shall provide design intent information and clarifications to the Contractor during the construction phase of the project.

2.6.4 The CONSULTANT shall provide Construction Administration services which include review of Contractor-provided LEED submittals required for the Construction submittal by the Contractor.

2.7 TASK G2.2 DOWNTOWN STANDARD LIBRARY AND OFFICE FURNITURE

2.7.1 During the Construction Administration Phases the CONSULTANT shall provide the following services related to Standard Library and Office Furniture:

2.7.2 Building Staff area systems furniture will be specified in general terms showing layout, major components, and finishes. CONSULTANT shall specify that systems furniture vendor to provide detailed systems design and component selection.

2.7.3 CONSULTANT shall specify performance requirements for seismic bracing of cantilevered shelving with shelving vendor to provide engineering submittals.

2.7.4 If so requested by the CITY's Project Manager or authorized designee, the CONSULTANT shall prepare up to a total of five different specification packages for furniture. Each package will be suitable for a negotiated purchase order by CITY or Library.

2.7.5 The CONSULTANT shall provide up to two alternative design concepts for standard furniture.

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2.7.6 The CONSULTANT shall conduct up to four furniture meetings to set direction on furniture, casework and signage.

2.7.7 The CONSULTANT shall lead up to one day-long furniture review with the furniture committee.

2.7.8 The CONSULTANT shall prepare a 90% Specification Documents submittal for CITY and Library review.

2.7.9 The CONSULTANT shall prepare 100% Specification Documents.

2.7.10 The CONSULTANT shall assist the CITY in reviewing bidder questions and provide written addendum as required for each bid package.

2.7.11 The CONSULTANT shall be available for up to two days to advise on furniture and punch list services.

2.8 TASK H2 DOWNTOWN LIBRARY PROJECT RECORD DOCUMENTS AND PROJECT CLOSEOUT

2.8.1 Project Closeout, will begin with the commencement by CONSULTANT of the Punch list as mutually determined by CONSULTANT, CITY and CITY’s Construction Manager, and will end 60 calendar days from that date CONSULTANT shall complete all items over which the CONSULTANT has control indicated in the scope of Project Closeout within the 60 calendar day period. CONSULTANT Closeout Services after 60 days will be provided as an Additional Service on a Time & Materials basis.

2.8.2 The CONSULTANT shall receive from the Contractor and forward to the CITY, for the CITY’s review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor.

2.8.3 The CONSULTANT’s shall conduct “Punch List” inspection to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

2.8.4 The CONSULTANT shall complete and distribute the project punch list in a timely manner from the CITY’s request for inspection in either MSWord or Excel format.

2.8.5 CONSULTANT shall review the work to determine whether the punch list items have been completed and are in conformance with the Construction Documents.

2.8.6 CONSULTANT’s shall conduct Final Completion observation with Professional Services

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the CITY to check for general conformance of the Work with the requirements of the Contract Documents package and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

2.8.7 The CONSULTANT shall incorporate information provided by the Contractor and information gained during site visits throughout the Project construction, and prepare record drawings and specifications based on record field construction documents package. Prior to acceptance of the Project by the CITY. CONSULTANT shall review the contractor’s “as-built” drawings and specifications, and shall return them to contractor for revision if they are not complete, or otherwise known to not represent facts known to the CONSULTANT. Apart from reviewing Contractor’s as-bults documents, CONSULTANT shall prepare and sign the CONSULTANT’s Record Drawings submit both a hard copy on Mylar and an electronic copy on Compact Disc (CD) to the CITY.

3.0 TEMPORARY MITCHELL PARK LIBRARY PROJECT

3.1 GENERAL
3.1.1 The CONSULTANT’s Basic Services for Temporary Library Facilities ("Temporary Library Facilities Project") consist of one Task: Temporary Library Facilities Project Design.

3.1.2 The CONSULTANT’s Basic Services for the Temporary Library Facilities Project include the services of a, mechanical engineer, electrical engineer/lighting designer, landscape architect, cost estimator and library programmer.

3.2 TASK D3: TEMPORARY MITCHELL PARK LIBRARY FACILITIES PROJECT DESIGN

3.2.1 The CONSULTANT shall develop conceptual design floor plans, with input from the CITY.

3.2.2 The CONSULTANT shall:

3.2.3 Develop a comprehensive building program for temporary library and community center services in the range of 8,000 to 10,000 total square feet spread between different locations yet to be determined by the CITY, Program size is based on the anticipated use of existing CITY facilities as temporary library and community center facilities during the renovation of the Downtown Library and the construction of the Mitchell Park Library.

3.2.4 Provide dimensions and notes to describe the scale and principal
features of the interior of the temporary facilities on the conceptual floor plans. The conceptual floor plans will show the desired location and approximate size of the new or relocated windows and doors.

3.3 TASK E3: TEMPORARY MITCHELL PARK LIBRARY FACILITIES CONSTRUCTION DOCUMENTS

3.3.1 The CONSULTANT shall develop construction documents for the temporary library and technical services with input from the CITY.

3.3.2 The CONSULTANT shall:
   3.3.2.1 Recommend finishes for the CITY’s approval.

   3.3.2.2 Prepare drawings and other documents describing signage and graphics for the new temporary library

   3.3.2.3 Prepare technical specifications for the architectural portions of the Temporary Library Facilities Project.

   3.3.2.4 Review CITY-provided schedule of existing furniture indicating which furniture is to be reused for the Project and assist the CITY in the selection and specification of new furniture. Prepare a drawing showing the new furniture locations.

   3.3.2.5 The CONSULTANT will provide drawings and other project documents to describe the scope of the project in sufficient detail for the CITY to publicly bid the Temporary Library Facilities Project.

   3.3.2.6 Deliverables: Contract Document drawings, building program and other project documents to describe the scope of the project for the CITY coordinate and repurpose existing facilities for temporary library, to move existing furniture and purchase new furniture; updated project budget.

   3.3.2.7 Meetings included in this phase (may be shared with other phases and/or meetings): two (2) Technical meetings; three (3) PMT meetings.

3.4 TASK F3: TEMPORARY MITCHELL PARK LIBRARY PROJECT BIDDING AND AWARD

3.4.1 CONSULTANT shall prepare a full-sized original set(s), and provide a digital plot bid package for CITY’s use in printing, and shall make
available to the CITY an electronic version of the Construction Documents.

3.4.2 CONSULTANT shall provide bid phase services, as requested by the CITY, through award of the Contract for Construction. Service include assistance with responses to bidders’ inquiries; preparation of addenda; attendance at one (1) prequalification and (1) pre-bid meeting; and assistance in the CITY’s evaluation of bids.

3.4.3 In preparing estimates of the cost of the work, the CONSULTANT shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the scope of the Project and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the CITY’s budget for the Cost of the Work. If an increase in the Contract Sum occurring after execution of the Contract between the CITY and the Contractor causes the budget for the Cost of the Work to be exceeded, that budget shall be increased accordingly.

3.4.4 CONSULTANT will include in its estimate a contingency for bid/market conditions based on competitive bidding with a minimum of 3 bidders for all major items of subcontracted work and 3-5 general contractor bids. The CITY recognizes that the CONSULTANT has no control over competitive bidding or market conditions. If CITY anticipates less favorable bidding conditions or wishes to take a more conservative approach, CITY will cooperate with CONSULTANT to increase bid contingency and either reduce project scope or increase the project budget accordingly.

3.4.5 If bidding has not commenced within 90 days after CONSULTANT submits 95% Construction Documents to the CITY, CONSULTANT shall adjust at no additional cost to CITY, the estimate of probable construction cost to reflect changes in the general level of prices in the construction industry. Should the adjusted estimate of probable construction cost exceed the CITY approved construction budget at this point, any subsequent changes in the plans or value engineering services necessary to align the adjusted estimate of probable construction cost with the CITY approved construction budget shall be considered Additional Services as noted in EXHIBIT C of this Agreement.

3.4.6 Deliverables: one (1) 100% reproducible (hard copy of Construction Document contract file for Bidding), digital plot set, and all project addenda.

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3.5 TASK G3: TEMPORARY MITCHELL PARK LIBRARY PROJECT CONSTRUCTION ADMINISTRATION

3.5.1 The Consultant's responsibility to provide Basic Services for the Construction Phase under this Agreement commences with CITY's award of a general contract for the construction of the Project and terminates 90 calendar days later or on the original date of Substantial Completion of the Work, whichever comes first.

3.5.2 The CONSULTANT shall revise Bid Documents for issuance as Conform Set Contract Documents that incorporate addenda, and clarifications.

3.5.3 The CONSULTANT shall attend the pre-construction conference.

3.5.4 The CONSULTANT may visit the site approximately once every two weeks or at intervals appropriate to the stage of construction or as otherwise agreed by the CITY and CONSULTANT to attend Project meetings and to become generally familiar with the progress and quality of the work completed and to determine, in general, if the work is being performed in a manner indicating that the work when completed will be in accordance with the Contract Documents. However, the CONSULTANT shall not be required to make exhaustive continuous on-site inspections to check the quality or quantity of the work.

3.5.5 On the basis of on-site observations as a CONSULTANT, and through information provided to the CONSULTANT by the CITY's Project Manager, the CONSULTANT shall keep the CITY informed of the progress and quality of the work.

3.5.6 The CONSULTANT will review Contractor's submittals, including Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The CONSULTANT's action shall be taken with such reasonable promptness so as to cause no delay in the work, while allowing sufficient time in the CONSULTANT's judgment to permit adequate review unless otherwise agreed to. The CONSULTANT will be allowed a maximum of 14 calendar days in most cases except for large submittals per review, exclusive of substitution. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities or for substantiating instructions for installation or performance equipment or systems designed by the Contractor, all of which remain the responsibility of the Contractor to the extent
required by the Contract Documents. The CONSULTANT's review shall not constitute review of safety precautions or, unless otherwise specifically stated by the CONSULTANT, of construction means, methods, techniques, sequences or procedures. The CONSULTANT's review of specific items shall not indicated approval of an assembly of which the item is a component. When professional certification of performance characteristics of materials, systems or equipment is required by the Contract Documents, the CONSULTANT shall be entitled to rely upon such certification to establish that the materials, systems or equipment will meet the performance criteria required by the Contract Documents.

3.5.7 The CONSULTANT will respond to Contractor's Requests For Information (RFI). Interpretations and decisions of the CONSULTANT shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and initial decisions, the CONSULTANT shall secure faithful performance by both CITY and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions so rendered in good faith. CONSULTANT will be allowed a maximum of 14 calendar days in most cases except for large RFI per request for responses.

3.5.8 CONSULTANT shall review for compliance, any items submitted by the Contractor for consistency with the contract documents, including but not limited to submittals, O&M Manuals, written guarantees, instruction books, diagrams and charts, etc., within fourteen (14) calendar days of receipt.

3.5.9 Review and recommend approval or rejection of substitutions for conformance with the project design concept and for compliance with Contract Documents. CONSULTANT shall briefly review each substitution at no additional cost to the CITY and provide the CITY's Project Manager with a fee and time schedule for detailed review of each substitution. Time and cost for detailed review of substitutions shall be negotiated with Contractor on a case-by-case basis. Detailed review of each substitution cannot begin until authorized by the CITY's Project Manager. Detailed review of substitutions is subject to the requirements of Additional Services when approved and authorized by the CITY's Project Manager prior to beginning the detailed review.

3.5.10 The CONSULTANT will not have control over or charge of and will not be responsible for construction means, methods, techniques, sequences or procedures, or safety precautions and programs in connection with the work, since these are solely the Contractor's
responsibility under the Contract for Construction. The CONSULTANT will not be responsible for the Contractor's schedules or failure to carry out the work in accordance with the Contract Documents. The CONSULTANT will not have control over or charge of acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons performing portions of the work.

The CONSULTANT will at all times have access to the work wherever it is in preparation or progress.

Duties, responsibilities and limitation of authority of the CONSULTANT shall not be restricted, modified or extended without written agreement of the CITY and CONSULTANT.

4 MAIN LIBRARY PROJECT

4.1 GENERAL

4.1.1 CONSULTANT's Basic Services for the Renovation and Addition to the Main Library ("Main library Project") consist of three Tasks: Task D4 Design Development; Task E4 Construction Documents; and Task F4 Bidding and Award.

4.1.2 CONSULTANT's Basic Services include the services of a civil engineer, structural engineer, mechanical engineer, electrical engineer/lighting designer, landscape architect, cost consultant, audio visual/acoustical engineer, energy analysis engineer, commissioning agent, historical architect and library programmer.

4.1.3 The CITY intends that the Main library Project shall be designed to meet the standards for LEED Certified or higher rating by the USGBC.

4.1.3.1 CONSULTANT shall design the Main Library Project to meet the requirements for LEED V2009 certification at the Certified or higher level.

4.1.3.2 CONSULTANT shall provide LEED project management services needed for the CITY to obtain LEED certification of the Main Library Project, develop specifications consistent with LEED and the CITY's policies, and provide the templates, documentation, calculations, and energy modeling studies necessary to obtain LEED certification.

4.1.3.3 CONSULTANT shall include a LEED accredited professional on the design team to support Project Sustainable Building/ Green...
Building design criteria as required to achieve LEED certification.

4.1.3.4 CONSULTANT shall include in the construction documents appropriate provisions requiring the contractor to meet the requirements for CITY’s submittal to USGBC for LEED Certified or higher level of certification.

4.2 TASK D4: MAIN LIBRARY PROJECT DESIGN DEVELOPMENT

4.2.1 CONSULTANT shall coordinate and manage its subconsultants throughout the Design Development phase and coordinate with the Project Manager or authorized designee, key departments, including but not limited to CITY’s Building, Public Works, and Engineering staff.

4.2.2 CONSULTANT shall prepare, refine and update project design schedule which identifies all major tasks, key milestones, key meetings, submittal dates and review periods for the CITY’s review and comment. CONSULTANT shall provide updated design schedule at the beginning of each project phase.

4.2.3 CONSULTANT shall prepare Design Development documents based on refinement and further development of the approved schematic design, including preliminary furniture layouts, built-in fixtures, and equipment selections.

4.2.4 CONSULTANT shall refine design development plans based on comments received from the CITY’s review of the 100% SD and 50% DD submittal.

4.2.5 CONSULTANT shall prepare estimates of probable construction cost for review by CITY in association with the 50% and the 100% Design Development submittals.

4.2.6 CONSULTANT shall have the Main Library Project’s LEED commissioning agent review the design, back-check review comments, and develop a commissioning plan, specifications, and checklists.

4.2.7 CONSULTANT shall meet with the CITY to review the estimate of probable construction cost and to confirm that the design is still within the CITY’s approved construction budget. Should the design not be within the budget, CONSULTANT shall revise the design as directed by the Project Manager or her authorized designee at no additional fee to bring the design within the approved budget.

4.2.8 CONSULTANT shall provide all other normal and customary services related to Design Development that the CONSULTANT, the Project Manager or her authorized designee finds necessary or that will lead toward the timely
delivery of other phases of work in this Agreement.

4.2.9 Meetings

4.2.9.1 CONSULTANT shall attend and coordinate up to five (5) PMT meetings, two (2) Technical-Planning meetings, two (2) Technical-Library Meetings, two (2) Technical Building Department meetings, two (2) Artist Coordination meetings, one (1) Technical-Technology meeting, one (1) Technical-Traffic meeting, one (1) Integrated Design Workshop, and other technical meetings as reasonably required for the Main Library Project.

4.2.9.2 CONSULTANT shall attend and coordinate meetings with reviewing agencies as required.

4.2.9.3 CONSULTANT shall attend up to two meetings with the Palo Alto Arts Commission and/or other public art committee for coordination of an arts program.

4.2.10 Deliverables

4.2.10.1 CONSULTANT shall submit document packages at the 50% and 100% completion of Design Development for review by the CITY. Design Development packages shall illustrate and describe the refinement of the design of the Mitchell Park Project, establishing its scope, relationships, forms, size and appearance.

4.2.10.2 Site plans and floor plans for all major disciplines.

4.2.10.3 Preliminary furniture layout plan.

4.2.10.4 Preliminary finish, materials and equipment schedules.

4.2.10.5 Outline specifications shall identify the major materials and systems and shall establish their general quality levels. Specifications shall be consistent with the Construction Specifications Institute (CSI) format, the version of which shall be determined by CONSULTANT.

4.2.10.6 Engineering documents shall include single line diagrams describing structural, mechanical, plumbing, and electrical systems.

4.2.10.7 Principal interior and exterior elevations showing preliminary locations of all electrical and mechanical controls, telecommunications, security, as well as life-safety devices for coordination with furniture layout.
4.2.10.8 Estimates of probable construction cost associated with the 50% and 100% Design Development submittals.

4.3 TASK E4: MAIN LIBRARY PROJECT CONSTRUCTION DOCUMENTS

4.3.1 CONSULTANT shall coordinate and manage its subconsultants throughout the Construction Documents phase.

4.3.2 Upon written notice to proceed by the CITY, CONSULTANT shall refine and further develop the approved Design Development package based upon the CITY's comments and the constructability review comments on the 100% Design Development package.

4.3.3 CONSULTANT shall prepare and submit a 60% Construction Documents package to the CITY.

4.3.4 CONSULTANT shall prepare an estimate of probable construction cost for review by CITY in association with the 60% Construction Documents submittal.

4.3.5 CONSULTANT shall prepare and submit a 95% Construction Documents package, with CITY's comments from the 60% package incorporated into the documents.

4.3.6 CONSULTANT shall prepare an estimate of probable construction cost for review by CITY in association with the 95% Construction Documents submittal.

4.3.7 CONSULTANT shall prepare a Construction Documents package for Building and Fire department plan check review and permitting.

4.3.8 CONSULTANT shall prepare the 100% Construction Documents package with final quality control comments from CITY's Building and Fire department review incorporated.

4.3.9 The CONSULTANT shall prepare a Project Manual that includes the Conditions of the Contract for Construction provided by the CITY, Technical Specifications, and bidding requirements and sample forms furnished by the CITY.

4.3.10 CONSULTANT shall maintain the LEED matrix and design documentation.

4.3.11 LEED Fundamental and Enhanced Commissioning: CONSULTANT shall have the project's commissioning agent review the design and back-check
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their review comments, develop a commissioning plan, commissioning specification, and commissioning checklists.

4.3.12 CONSULTANT shall provide, if necessary and as directed by the Project Manager or authorized designee, bid alternates up to a cumulative maximum amount of 1% of the estimate of probable construction cost.

4.3.13 One or more “independent checks” of the plans, specifications and bid documents may be performed by an independent party commissioned by the CITY prior to the 100% Construction Document submittal. CONSULTANT shall incorporate revisions or comments from these reviews, provided by the CITY in a single, compiled, and coordinated document, in the final bid documents, unless CONSULTANT deems them to be inappropriate or in error in which case, CONSULTANT shall communicate concern to the Project Manager or her authorized designee for consideration and further direction. These checks may include architectural peer reviews and/or constructability reviews. These independent checks are to be performed strictly for the benefit of the CITY, and they shall not relieve the CONSULTANT from its obligations under this Agreement. The CITY is not obligated to perform any independent check, and the CONSULTANT shall not rely upon it for any quality or quantitative check or review.

4.3.14 Meetings

4.3.14.1 CONSULTANT shall attend and coordinate eight (8) PMT meetings, two (2) artist coordination meetings, two (2) Technical-Planning meetings, four (4) Technical-Library meetings, three Technical-Building Department meetings, one (1) Technical-Technology meeting, one (1) Technical-Traffic meeting, one (1) Integrated Design Workshop, and other technical meetings as reasonably required for the Main Library Project.

4.3.14.2 CONSULTANT shall attend two (2) meetings with the Arts Commission and/or Public Art committee for coordination of the arts program in the construction documents.

4.3.14.3 CONSULTANT shall attend up to seven public meetings related to the integration of the Main Library and the Art Center.

4.3.15 Deliverables

4.3.15.1 60%, 95%, and 100% Construction Documents packages setting forth in detail the requirements for construction of the Main Library

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Park Project, including drawings and specifications that establish in detail the quality levels of required materials and systems. The Construction Documents package shall include drawings and technical specifications from all disciplines, executed to a level of detail appropriate for open public bidding. They shall include plans overlaying voice and data cabling with furniture layout as necessary, elevations reflecting relationships between furnishings and items affecting their placement. Site improvements shall include all details necessary to coordinate and properly locate utilities, driveways, roadways, at-grade parking, curbs and gutters, landscape, irrigation and hardscape design. The Construction Documents shall conform to the applicable California Building Code, Title 24, ADA, and all other applicable local, State and Federal codes, regulations, permit requirements, and conditions necessary for issuance of a building permit.

4.3.15.2 Project Manual

4.3.15.3 Detailed technical specifications that are coordinated with the plans and all the design disciplines.

4.3.15.4 Estimates of probable construction cost associated with the 60% and 95% Construction Documents submittals.

4.3.15.5 The CONSULTANT shall submit one set of reproducible documents and one set of electronic digital documents at 60%, 95% and 100% completion of Construction Documents. CONSULTANT shall provide a full-sized original set, wet-stamped and signed, as required by the CITY, by all the appropriate licensed design disciplines. CONSULTANT shall also provide digital plot files directly to CITY's printing company for printing bid sets.

4.4 TASK F4 MAIN LIBRARY PROJECT BIDDING AND AWARD

4.4.1 CONSULTANT shall assist CITY during bid solicitation process.

4.4.2 CONSULTANT shall prepare a full-sized original set(s), and provide a digital plot bid package for CITY's use in printing, and shall make available to the CITY an electronic version of the Construction Documents.

4.4.3 CONSULTANT shall provide bid phase services, as requested by the CITY, through award of the Contract for Construction. Service include assistance with responses to bidders' inquiries; preparation of addenda; attendance at one (1) prequalification and (1) pre-bid meeting; and assistance in the CITY's evaluation of bids.
4.4.4 In preparing estimates of the cost of the work, the CONSULTANT shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the scope of the Project and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the CITY's budget for the Cost of the Work. If an increase in the Contract Sum occurring after execution of the Contract between the CITY and the Contractor causes the budget for the Cost of the Work to be exceeded, that budget shall be increased accordingly.

4.4.5 CONSULTANT will include in its estimate a contingency for bid/market conditions based on competitive bidding with a minimum of 3 bidders for all major items of subcontracted work and 3-5 general contractor bids. The CITY recognizes that the CONSULTANT has no control over competitive bidding or market conditions. If CITY anticipates less favorable bidding conditions or wishes to take a more conservative approach, CITY will cooperate with CONSULTANT to increase bid contingency and either reduce project scope or increase the project budget accordingly.

4.4.6 If bidding has not commenced within 90 days after CONSULTANT submits 95% Construction Documents to the CITY, CONSULTANT shall adjust at no additional cost to CITY, the estimate of probable construction cost to reflect changes in the general level of prices in the construction industry. Should the adjusted estimate of probable construction cost exceed the CITY approved construction budget at this point, any subsequent changes in the plans or value engineering services necessary to align the adjusted estimate of probable construction cost with the CITY approved construction budget shall be considered Additional Services as noted in EXHIBIT C of this Agreement.

4.4.7 Deliverables: one reproducible (hard copy for Construction Document contract file) and digital plot set of Construction Documents “Conform” package revised with all addenda, CITY reviews and plan check comments, including Fire Department, incorporated and ready for Award, and Construction.

5 TEMPORARY MAIN LIBRARY PROJECT

5.1 GENERAL

5.1.1 CONSULTANT's Basic Services for Temporary Main Library ("Temporary Main Library Project") consist of three tasks: Task A5 Temporary Main Library Site Analysis Phase, Task C5 Temporary Main Library Design Phase, and Task E5 Temporary Main Library Construction Documents Phase.
5.1.2 CONSULTANT’s Basic Services for the Temporary Main Library Project include the services of a mechanical engineer, electrical engineer/lighting designer, cost estimator and library programmer.

5.2 TASK A5: TEMPORARY MAIN LIBRARY SITE ANALYSIS PHASE

5.2.1 CONSULTANT shall review and analyze potential sites and existing buildings for the appropriateness of being a Temporary Main Library. The potential sites and buildings shall be identified by the CITY and provided to the CONSULTANT.

5.2.2 CONSULTANT shall review the potential sites and buildings for the following criteria; site capacity, community access, code compliance, building capacity, and availability.

5.2.3 The CONSULTANT shall develop up to two preliminary building programs for the Temporary Main Library to be used in conjunction with the site analysis the programs shall range in size from 10,000 square feet to 15,000 square feet.

5.2.4 CONSULTANT shall develop preliminary project budgets for up to three sites.

5.2.5 CITY and the CONSULTANT shall review the potential sites and analyze them based on the established criteria; a preferred option will be selected.

5.3 TASK C5: TEMPORARY MAIN LIBRARY PRELIMINARY DESIGN PHASE

5.3.1 CONSULTANT shall develop Preliminary Design Documents for the preferred site option for the Temporary Main Library.

5.3.2 CONSULTANT shall coordinate and manage its subconsultants throughout the Preliminary Design phase and coordinate with the Project Manager or authorized designee, key departments, including but not limited to CITY’S Planning, Building, Public Works, and Engineering staff.

5.3.3 CONSULTANT shall prepare, refine and update project design schedule which identifies all major tasks, key milestones, key meetings, submittal dates and review periods for the CITY’S review and comment.

5.3.4 CONSULTANT shall prepare Preliminary Design documents based on refinement and further development of the site option including site plans, building plans, furniture and shelving layouts, and electrical, lighting and mechanical plans.
5.3.5 CONSULTANT shall refine design plans based on comments received from the CITY's review of the Preliminary Design Documents.

5.3.6 CONSULTANT shall prepare estimates of probable construction cost for review by CITY in association with Preliminary Design submittals.

5.3.7 CONSULTANT shall meet with the CITY to review the estimate of probable construction cost.

5.3.8 Based on the approved Preliminary Design Documents the CONSULTANT shall finalize the building program for the Temporary Main Library Project in the range of 10,000 to 15,000 total square feet.

5.3.8.1 Provide dimensions and notes to describe the scale and principal features of the interior of the temporary facilities on the floor plans. The floor plans will show the desired location and approximate size of the new or relocated windows and doors.

5.4 TASK E5: TEMPORARY MAIN LIBRARY CONSTRUCTION DOCUMENTS, BIDDING AND AWARD PHASES

5.4.1 CONSULTANT shall provide the required documentation, drawings and specifications for Construction Documents through the end of the Bid Phase.

5.4.2 CONSULTANT is adding the following sub-consultant who will oversee and execute the majority of work of this section of the Scope of Work:

5.4.2.1 Mark Cavagnero Associates (MCA), Architecture. MCA will contract directly with the following sub-sub-consultants:
  5.4.2.1.1 Gayner Engineers, Mechanical, Electrical and Plumbing Engineering.
  5.4.2.1.2 Silverman & Light, Lighting Design & Energy Documentation.
  5.4.2.1.3 Stansen Specifications, Technical Specifications.

5.4.3 CONSULTANT will assist with coordination through consultation with the Library in the selection and placement of furniture and equipment.

5.4.4 Based on the Preliminary Design Documents, CONSULTANT shall complete the documentation of Architectural interior finishes, including all floor, wall and ceiling finishes, including trim, to a minimum level appropriate to a temporary library facility to be in use approximately 2-years.

5.4.5 CONSULTANT shall provide documentation for power circuits and outlets, data cabling, connections and jacks, and lighting to provide functionality to the conceptual design.

5.4.6 CONSULTANT shall provide documents to Library representative(s) to keep professional services.

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them informed, but CONSULTANT shall consult with and coordinate finishes, power, data and lighting with the Palo Alto Arts Center staff.

5.4.7 CONSULTANT shall coordinate elements that are being incorporated into the facility for the temporary library keeping in mind the long term need and use of the facility by the Art Center on a permanent basis.

5.4.8 CONSULTANT shall plan and detail all Library specific improvements that will need to be removed at the end of the temporary use of the space as a library in a manner such that selective demolition, removal and patching can reasonably be accomplished to allow the space to be returned to use by the Art Center.

5.4.9 All work shall be done to meet current requirements of the Americans with Disabilities Act (ADA) as it applies to the use of the facility as a temporary library.

5.4.10 Meetings included in this phase (may be shared with other phases and/or meetings): two (2) Technical meetings; three (3) PMT meetings.

5.4.11 CONSULTANT shall prepare full-sized original drawings of the Temporary Main Library spaces to be incorporated into the Art Center Renovation Project Construction Documents, and provide as a part of the Art Center Renovation Project Construction Documents a digital plot bid package for CITY’s use in printing, and shall make available to the CITY an electronic version of the Construction Documents.

5.4.12 CONSULTANT shall provide bid phase services for the Temporary Main Library as part of the Art Center Renovation Project, as requested by the CITY, through award of the Contract for Construction. Service include assistance with responses to bidders’ inquiries; preparation of addenda; attendance at one (1) prequalification and (1) pre-bid meeting; and assistance in the CITY’s evaluation of bids.

5.4.13 Deliverables: one (1) 100% reproducible (hard copy of Temporary Main Library Construction Document contract file as a portion of the Art Center Renovation Project Construction Document contract file for Bidding), digital plot set, and all project addenda.

6 PARTICIPATION

6.1 CONSULTANT shall at the CITY’s direction make presentation(s) to the CITY’s Commissions or Boards.

6.2 CONSULTANT shall at the CITY’s direction make presentations to the CITY Council.
6.3 CONSULTANT shall at the CITY's direction conduct public meeting(s).

III. SUPPLEMENTAL AND OPTIONAL ADDITIONAL SERVICES

1.0 SUPPLEMENTAL SERVICES

The following services are not part of the CONSULTANT's Basic Services and shall be performed by the CONSULTANT as Supplemental Services as directed by the CITY.

1.1 LEED design or documentation for credits other than those identified in the LEED matrix included in the May 2008 Mitchell Park Library/Community Center Schematic Design Report.

1.2 Construction Administration services and Project Closeout Services for the Main Library Project.

1.3 FF&E and Signage services for the Main Library Project.

1.4 Construction Administration Services for the Temporary Main Library Project.

2.0 OPTIONAL ADDITIONAL SERVICES

The following services are not part of the CONSULTANT's Basic Services and shall be performed by the CONSULTANT as Additional Services only if and when authorized by the CITY in writing:

2.1 Additional meetings or presentations.

2.2 Developing and preparation of information kiosks.

2.3 Developing a project flyers and public information posters.

2.4 Providing an architectural scaled presentation model.

2.5 Analyses of other sites or buildings.

2.6 Other participation services not described in Basic Services or Supplemental Services above.

2.7 Other services not specifically identified under Basic Services or Supplemental Services above.

2.8 Making changes in the design or documentation that is contrary to prior direction provided by the CITY.

2.9 Preparing bid alternates other than described in CONSULTANT's Basic Services.
2.10 Preparing CITY-initiated change orders during construction.

2.11 Providing more than two reviews of each submittal.

2.12 Detailed review of substitution request.

2.13 Work required to correct non-conforming work of contractor.

2.14 Increasing Professional Liability Insurance from the CONSULTANT’s standard two million ($2,000,000) coverage.
EXHIBIT “B”

SCHEDULE OF PERFORMANCE

CONSULTANT shall perform the Services so as to complete each milestone within the number of weeks specified below. The time to complete each milestone may be increased or decreased by mutual written agreement of the project managers for CONSULTANT and CITY so long as all work is completed within the term of the Agreement. CONSULTANT shall provide a detailed schedule of work consistent with the schedule below within 2 weeks of receipt of the notice to proceed.

<table>
<thead>
<tr>
<th>Milestones</th>
<th>Completion</th>
</tr>
</thead>
<tbody>
<tr>
<td>TASK D1: Design Development</td>
<td>Week 24</td>
</tr>
<tr>
<td>TASK E1: Construction Documents</td>
<td>Week 50</td>
</tr>
<tr>
<td>TASK F1: Bidding &amp; Award</td>
<td>Week 63</td>
</tr>
<tr>
<td>TASK G1: Construction Administration</td>
<td>104 weeks starting from General Contractors Authorization to Proceed</td>
</tr>
<tr>
<td>TASK H1: Project Closeout &amp; Record Documents</td>
<td>90 days starting from General Contractors receipt of substantial completion.</td>
</tr>
</tbody>
</table>

MITCHELL PARK LIBRARY/ COMMUNITY CENTER

RENOVATED DOWNTOWN LIBRARY

Week 44

(22 weeks from receipt of Professional Services Revised 10/18/07)
authorization to proceed from 
Design Development Task)

Week 53
(9 weeks from receipt of 
authorization to proceed from 
Construction Documents Task)

52 Weeks starting from 
General Contractors 
authorization to proceed.

60 days starting from 
General Contractors receipt 
of substantial completion

TEMPORARY MITCHELL PARK LIBRARY BUILDING

Week 13 from NTP

August 17, 2009
September 14, 2009

Task F3: 45 Days 
(from NTP for the additional scope 
added with Amendment #1)

Task G3: Construction Administration 
90 Days 
(from NTP for the additional scope 
added with Amendment #1)

MAIN LIBRARY PROJECT

Week 32 from NTP for 
Amendment 3

Week 64 (24 weeks from receipt of 
authorization to proceed from 
Design Development Task)

City dependent based upon plan 
check review process.

Week 57 (9 weeks from receipt of 
authorization to proceed from 
Construction Documents Task)
## TEMPORARY MAIN LIBRARY BUILDING

<table>
<thead>
<tr>
<th>Task Description</th>
<th>Timeline Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>Task A5: Site Analysis</td>
<td>Week 6 from NTP for Amendment 3</td>
</tr>
<tr>
<td>Task C5: Preliminary Design Documents</td>
<td>Week 12 from NTP for Amendment 3</td>
</tr>
<tr>
<td>Task E5: Construction Documents,</td>
<td>Completed by July, 2011</td>
</tr>
<tr>
<td>Bidding &amp; Award</td>
<td>Spring 2012</td>
</tr>
</tbody>
</table>
CITY OF PALO ALTO CONTRACT NO. C09130744 – AMENDMENT FOUR

EXHIBIT “C”

COMPENSATION

The CITY agrees to compensate the CONSULTANT for professional services performed in accordance with the terms and conditions of this Agreement, and as set forth in the budget schedule below. Compensation shall be paid to the CONSULTANT on a lump sum basis for Mitchell Park Library Task D1, E1, F1, and Renovated Downtown Library Task D2, E2, F2, G2, and H2. Compensation for Temporary Library Task D3, E3, F3, and G3 shall be calculated based on the hourly rate schedules attached as Exhibit C-1 up to the Not to Exceed amount set forth below. Compensation for Participation Task D4 shall be on a per meeting basis as indentified in attached Exhibit C-1 up to the Not to Exceed amount set forth below.

The compensation to be paid to CONSULTANT under this Agreement for all services described in Exhibit “A”, ("Basic Services") and reimbursable expenses shall not exceed $7,006,189. CONSULTANT agrees to complete all Basic Services, including reimbursable expenses, within this amount. In the event CITY authorizes any Additional Services, the maximum compensation shall not exceed $7,681,751. Any work performed or expenses incurred for which payment would result in a total exceeding the maximum amount of compensation set forth herein shall be at no cost to the CITY.

CONSULTANT shall perform the tasks and categories of work as outlined and budgeted below. The CITY’s project manager may approve in writing the transfer of budget amounts between any of the tasks or categories listed below provided the total compensation for Basic Services, including reimbursable expenses, does not exceed $7,006,189 and the total compensation for Additional Services does not exceed $675,562.
### MITCHELL PARK LIBRARY/COMMUNITY CENTER

<table>
<thead>
<tr>
<th>Task</th>
<th>Not To Exceed Amount</th>
<th>Basis</th>
</tr>
</thead>
<tbody>
<tr>
<td>Task D1 (Design Development)</td>
<td>$845,456</td>
<td>Lump Sum</td>
</tr>
<tr>
<td>Task E1 (Construction Documents)</td>
<td>$1,882,656</td>
<td>Lump Sum</td>
</tr>
<tr>
<td>Task F1 (Bidding &amp; Award)</td>
<td>$150,437</td>
<td>Lump Sum</td>
</tr>
<tr>
<td>Task G1 (Construction Administration, FFE &amp; Signage)</td>
<td>$1,156,517</td>
<td>Lump Sum</td>
</tr>
<tr>
<td>Task H1 (Project Closeout &amp; Record Documents)</td>
<td>$143,339</td>
<td>Lump Sum</td>
</tr>
<tr>
<td><strong>Subtotal</strong></td>
<td><strong>$4,178,405</strong></td>
<td></td>
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</tbody>
</table>

### RENOVATED DOWNTOWN LIBRARY

<table>
<thead>
<tr>
<th>Task</th>
<th>Not To Exceed Amount</th>
<th>Basis</th>
</tr>
</thead>
<tbody>
<tr>
<td>Task D2 (Design Development)</td>
<td>$88,383</td>
<td>Lump Sum</td>
</tr>
<tr>
<td>Task E2 (Construction Documents)</td>
<td>$227,882</td>
<td>Lump Sum</td>
</tr>
<tr>
<td>Task F2 (Bidding &amp; Award)</td>
<td>$14,941</td>
<td>Lump Sum</td>
</tr>
<tr>
<td>Task G2 (Construction Administration)</td>
<td>$146,100</td>
<td>Lump Sum</td>
</tr>
<tr>
<td>Task G2.1 (LEED Design &amp; Documentation)</td>
<td>$81,796</td>
<td>Lump Sum</td>
</tr>
<tr>
<td>Task G2.2 (Furniture)</td>
<td>$20,000</td>
<td>Lump Sum</td>
</tr>
</tbody>
</table>
CITY OF PALO ALTO CONTRACT NO. C09130744 – AMENDMENT FOUR

| Task H2 (Project Closeout and Record Documents) | $25,500 | Lump Sum | Subtotal | $604,602 |
| TEMPORARY MITCHELL PARK LIBRARY | |
| Task D3 (Schematic Design & Design Build Bid Package) | $12,688 | Time & Materials to a maximum |
| Task E3 (Construction Documents) | $95,916 | Lump Sum |
| Task F3 (Bidding & Award) | $9,440 | Lump Sum |
| Task G3 (Construction Administration) | $24,415 | Lump Sum |
| Subtotal | $142,459 |
| MAIN LIBRARY PROJECT | |
| Task D4 (Design Development) | $488,307 | Lump Sum |
| Task E4 (Construction Documents) | $892,814 | Lump Sum |
| Task F4 (Bidding & Award) | $90,749 | Lump Sum |
| Library and Art Center Site Integration Design and Construction Documents | $41,948 |
| Subtotal | $1,513,818 |
| TEMPORARY MAIN LIBRARY | |
| Task A5 & C5 (Site Analysis & Prelim Design Documents) | $39,725 | T&M to a maximum |
| Task E5 (Construction Documents, Bidding & Award) | $22,410 | Lump Sum |
| Subtotal | $62,135 |
| ART CENTER RENOVATION (Library and Art Center Site Integration) Design & Construction Documents | $41,948 | Lump Sum |
| Subtotal | $41,948 |

Professional Services Revised 10/18/07
CITY OF PALO ALTO CONTRACT NO. C09130744 – AMENDMENT FOUR

PARTICIPATION

<table>
<thead>
<tr>
<th>Task</th>
<th>Library</th>
<th>Amount</th>
<th>Lump Sum Allowance</th>
</tr>
</thead>
<tbody>
<tr>
<td>D6</td>
<td>Mitchell Park Library</td>
<td>$75,000</td>
<td></td>
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<tr>
<td></td>
<td>Main Library</td>
<td>82,000</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Art Center</td>
<td>7,000</td>
<td></td>
</tr>
</tbody>
</table>

Subtotal                                           $164,000

Subtotal Basic Services                               $6,707,367

Reimbursable Expenses Allowance:

<table>
<thead>
<tr>
<th>Library</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td>Mitchell Park Library</td>
<td>$160,000</td>
</tr>
<tr>
<td>Downtown Library</td>
<td>$ 56,000</td>
</tr>
<tr>
<td>Temporary MP Library</td>
<td>$ 13,500</td>
</tr>
<tr>
<td>Main Library</td>
<td>$ 50,000</td>
</tr>
<tr>
<td>Temporary Main Library</td>
<td>$ 19,322</td>
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</tbody>
</table>

Subtotal Reimbursable Expenses                       $ 298,822

Total Basic Services and Reimbursable expenses       $7,006,189

Additional Services (Not to Exceed)

<table>
<thead>
<tr>
<th>Library</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mitchell Park Library:</td>
<td>$433,840</td>
</tr>
<tr>
<td>Downtown Library</td>
<td>$ 56,000</td>
</tr>
<tr>
<td>Temporary MP Library</td>
<td>$ 15,600</td>
</tr>
<tr>
<td>Main Library:</td>
<td>$157,082</td>
</tr>
<tr>
<td>Temporary Main Library:</td>
<td>$  8,145</td>
</tr>
<tr>
<td>Art Center</td>
<td>$  4,895</td>
</tr>
</tbody>
</table>

Subtotal Additional Services                          $675,562

Maximum Total Compensation                            $7,681,751
REIMBURSABLE EXPENSES

The administrative, overhead, secretarial time or secretarial overtime, word processing, photocopying, in-house printing, insurance and other ordinary business expenses are included within the scope of payment for services and are not reimbursable expenses. CITY shall reimburse CONSULTANT for the following reimbursable expenses at cost not to exceed the total amount shown above. Expenses for which CONSULTANT shall be reimbursed are:

- 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
- Subconsultant costs over and above those included in 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
CITY OF PALO ALTO CONTRACT NO. C09130744 – AMENDMENT FOUR

CONSULTANT prior to commencement of the services. Payment for additional services is subject to all requirements and restrictions in this Agreement

Work required because the following conditions are not satisfied or are exceeded shall be considered as additional services.

1. If any of the following circumstances affect the CONSULTANT’s services for the Project, the CONSULTANT may be entitled to an appropriate adjustment in the CONSULTANT’s schedule and compensation:
   a. Change in the instructions or approvals given by the CITY that necessitate revisions in design drawings and which are not caused by CONSULTANT’s negligence;
   b. Enactment or revision of codes, laws, or regulations or official interpretations which necessitate significant changes to previously prepared drawings;
   c. Material delay caused by the CITY beyond CONSULTANT’s reasonable control;
   d. Significant change in the Project including, but not limited to, size, complexity, the Owner’s schedule or budget, or procurement method;
   e. Preparation for and attendance at a dispute resolution proceeding or a legal proceeding except where the CONSULTANT is a party thereto;
   f. Substantial change in the information contained in Exhibit A.

Additional services may also include, meetings exceeding those outlined in Exhibit A as Basic Services.

CONSULTANT Hourly Rates and Meeting Rates for Additional Services

CONSULTANT’s hourly and meeting rate schedule shall be:

**Group 4 Architecture Research + Planning, Inc.**

<table>
<thead>
<tr>
<th>Position</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Principal</td>
<td>$165</td>
</tr>
<tr>
<td>Associate</td>
<td>$145</td>
</tr>
<tr>
<td>Project Manager</td>
<td>$135</td>
</tr>
<tr>
<td>Professional I</td>
<td>$125</td>
</tr>
<tr>
<td>Professional II</td>
<td>$115</td>
</tr>
<tr>
<td>Professional III</td>
<td>$105</td>
</tr>
<tr>
<td>Technical I</td>
<td>$110</td>
</tr>
<tr>
<td>Technical II</td>
<td>$100</td>
</tr>
<tr>
<td>Technical III</td>
<td>$90</td>
</tr>
<tr>
<td>Technical IV</td>
<td>$80</td>
</tr>
<tr>
<td>Project Support</td>
<td>$70</td>
</tr>
</tbody>
</table>

Professional Services
Revised 10/18/07
CITY OF PALO ALTO CONTRACT NO. C09130744 -- AMENDMENT FOUR

<table>
<thead>
<tr>
<th>Meeting Type (Architect Only)</th>
<th>Per Meeting</th>
</tr>
</thead>
<tbody>
<tr>
<td>Steering Committee Meetings</td>
<td>$2,500</td>
</tr>
<tr>
<td>Boards &amp; Commission Meetings</td>
<td>$2,500</td>
</tr>
<tr>
<td>Focus Group</td>
<td>$1,500</td>
</tr>
<tr>
<td><em>Community Meetings</em></td>
<td>$4,000</td>
</tr>
<tr>
<td>City Council Meetings</td>
<td>$2,500</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Meeting Type (Architect +)</th>
<th>Per Meeting</th>
</tr>
</thead>
<tbody>
<tr>
<td>Steering Committee Meetings</td>
<td>$3,000</td>
</tr>
<tr>
<td>Boards &amp; Commission Meetings</td>
<td>$3,000</td>
</tr>
<tr>
<td>Focus Group</td>
<td>$2,000</td>
</tr>
<tr>
<td><em>Community Meetings</em></td>
<td>$5,000</td>
</tr>
<tr>
<td>City Council Meetings</td>
<td>$3,000</td>
</tr>
</tbody>
</table>

**Page + Morin (Library Programmer)**

<table>
<thead>
<tr>
<th>Position</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Principal</td>
<td>$200</td>
</tr>
<tr>
<td>Programming Assistant</td>
<td>$75</td>
</tr>
<tr>
<td>Project Manager</td>
<td>$135</td>
</tr>
<tr>
<td>AutoCAD Drafting</td>
<td>$45</td>
</tr>
<tr>
<td>Project Assistant</td>
<td>$35</td>
</tr>
</tbody>
</table>

**BKF Engineering (Civil)**

<table>
<thead>
<tr>
<th>Position</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Engineering:</td>
<td></td>
</tr>
<tr>
<td>Associate</td>
<td>$162</td>
</tr>
<tr>
<td>Project Manager</td>
<td>$153-$158</td>
</tr>
<tr>
<td>Engineer IV</td>
<td>$142</td>
</tr>
<tr>
<td>Engineer I, II, III</td>
<td>$101-$116-$132</td>
</tr>
<tr>
<td>Planning:</td>
<td></td>
</tr>
<tr>
<td>Planner I, II, III</td>
<td>$101-$116-$132</td>
</tr>
<tr>
<td>Surveying:</td>
<td></td>
</tr>
<tr>
<td>Project Manager</td>
<td>$153</td>
</tr>
<tr>
<td>Surveyor I, II, III, IV</td>
<td>$101-116-</td>
</tr>
</tbody>
</table>

Professional Services
Revised 10/18/07
CITY OF PALO ALTO CONTRACT NO. C09130744 – AMENDMENT FOUR

Survey Party Chief 132-142
Survey Chainman $127
Apprentice I, II, III, IV $100
$53-73-83-93

Design & Drafting:
  Technician I, II, III $96-104-113
  Drafter I, II, III, IV $75-83-91-
  Student Engineer/Surveyor 100
  $53

Construction Administration:
  Senior Construction Administration $150
  Resident Engineer $110
  Field Engineer I, II, III $101-116-132

Services & Expenses:
  Project Assistant $65
  Clerical/Admin Assistant $56

**Rutherford & Chekene (Structural)**

<table>
<thead>
<tr>
<th>Position</th>
<th>Hourly Rate*</th>
</tr>
</thead>
<tbody>
<tr>
<td>Executive Principal</td>
<td>$215</td>
</tr>
<tr>
<td>Principals</td>
<td>$180-$190</td>
</tr>
<tr>
<td>Senior Engineers</td>
<td>$140-$180</td>
</tr>
<tr>
<td>Engineers</td>
<td>$115-$140</td>
</tr>
<tr>
<td>Designers</td>
<td>$90-$115</td>
</tr>
<tr>
<td>CADD Specialists</td>
<td>$85-$135</td>
</tr>
</tbody>
</table>

*Rates subject to change on 7/1/09

**Guttmann & Blaevot (Mechanical)**

<table>
<thead>
<tr>
<th>Position</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Principal</td>
<td>$210</td>
</tr>
<tr>
<td>Associate Principal</td>
<td>$200</td>
</tr>
<tr>
<td>Associate</td>
<td>$175</td>
</tr>
<tr>
<td>Senior Engineer</td>
<td>$160</td>
</tr>
<tr>
<td>Engineer</td>
<td>$130</td>
</tr>
<tr>
<td>CAD Manager</td>
<td>$120</td>
</tr>
<tr>
<td>Designer</td>
<td>$115</td>
</tr>
<tr>
<td>Drafter</td>
<td>$105</td>
</tr>
<tr>
<td>Administrative</td>
<td>$63</td>
</tr>
</tbody>
</table>

**O’Mahony & Mver (Electrical + Lighting)**

<table>
<thead>
<tr>
<th>Position</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Founding Principal</td>
<td>$225</td>
</tr>
<tr>
<td>Principals</td>
<td>$190</td>
</tr>
<tr>
<td>Project Electrical Engineer</td>
<td>$125</td>
</tr>
<tr>
<td>Project Lighting Designer</td>
<td>$125</td>
</tr>
<tr>
<td>Electrical/Lighting Designer</td>
<td>$110</td>
</tr>
<tr>
<td>CAD Supervisor</td>
<td>$95</td>
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</table>
CITY OF PALO ALTO CONTRACT NO. C09130744 – AMENDMENT FOUR

<table>
<thead>
<tr>
<th>Position</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>CAD Technician</td>
<td>$85</td>
</tr>
<tr>
<td>Administrative</td>
<td>$65</td>
</tr>
</tbody>
</table>

**Davis Langdon (Cost Estimator)**

<table>
<thead>
<tr>
<th>Position</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Principals</td>
<td>$250-$300</td>
</tr>
<tr>
<td>Associate Principals</td>
<td>$200</td>
</tr>
<tr>
<td>Senior Associates</td>
<td>$175</td>
</tr>
<tr>
<td>Associates</td>
<td>$155</td>
</tr>
<tr>
<td>Cost Planners</td>
<td>$85-$145</td>
</tr>
<tr>
<td>Clerical</td>
<td>$65</td>
</tr>
</tbody>
</table>

**Gates + Associates (Landscape)**

<table>
<thead>
<tr>
<th>Position</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>President</td>
<td>$165</td>
</tr>
<tr>
<td>Principal</td>
<td>$110-$140</td>
</tr>
<tr>
<td>Senior Associates</td>
<td>$95-$115</td>
</tr>
<tr>
<td>Irrigation Designer</td>
<td>$100</td>
</tr>
<tr>
<td>Associates</td>
<td>$80-$95</td>
</tr>
<tr>
<td>Draftspersons/Landscape Designer</td>
<td>$65-$80</td>
</tr>
<tr>
<td>Clerical Staff</td>
<td>$60-$70</td>
</tr>
</tbody>
</table>

**Smith Fause McDonald (Technology/Acoustic)**

<table>
<thead>
<tr>
<th>Position</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Principals</td>
<td>$165</td>
</tr>
<tr>
<td>Associates/Senior Engineers</td>
<td>$135</td>
</tr>
<tr>
<td>Project Consultants/Engineers</td>
<td>$120</td>
</tr>
<tr>
<td>Consultants/Engineers</td>
<td>$95</td>
</tr>
<tr>
<td>Technicians/Drafting</td>
<td>$75</td>
</tr>
<tr>
<td>Administrative</td>
<td>$60</td>
</tr>
</tbody>
</table>

The above listed rates are adjusted annually. The next adjustment will be 1 January 2011.
Remove shed, (+4 parking spaces)

New connector driveway allows shared use by both Library and Art Center Visitors, (-2 parking spaces)

Retain current parking patterns & drive lanes: net 18 spaces (-3 spaces)

Create new central plaza, integrate landscape with current Library Landscape Design

Widen crossing and create ‘midway plaza’

Net impact: -1 parking space

MAIN LIBRARY & ART CENTER: Site Integration – Concept 1
Remove shed, (+4 parking spaces)

New connector driveway allows shared use by both Library and Art Center Visitors, (-2 parking spaces)

Revise both parking patterns & drive lanes: net 23 spaces (+2 spaces)

Create new central plaza, integrate landscape with current Library Landscape Design

Widen crossing for drop-offs & create new Art Center forecourt with planting, seating and improved pedestrian circulation to east parking lot.

Net impact: +6 parking spaces

MAIN LIBRARY & ART CENTER: Site Integration – Concept 2
Remove shed, (+4 parking spaces)

New connector driveway allows shared use by both Library and Art Center Visitors, (-2 parking spaces)

Revise both parking patterns & drive lanes: net 21 spaces (+0 space)

Create new central plaza, integrate landscape with current Library Landscape Design

Art Center – Library crossing and forecourt with planting, seating and improved pedestrian circulation to east parking lot.

Expanded Drop-off zone

Net impact: +2 parking spaces

MAIN LIBRARY & ART CENTER: Site Integration – Concept 2B
Consolidated Bicycle Parking

Expanded Drop-off zone

Provide pedestrian access to East Parking lot from Art Center Entrance

Remove exiting shed.

New connector driveway allows visitors to both the Library and the Art Center access all parking resources

**MAIN LIBRARY & ART CENTER:** New Parking layout
Community Garden Meeting Minutes
Meeting Date: May 5, 2011
Location: Community Garden
Time: 6:00pm-7:00pm

Greg Betts, Director of Community Services, started the outreach meeting with an introduction of City staff and the members of the community who were present at the meeting. Greg stated that the purpose of the meeting is for City staff to hear the community’s concern and ideas on way to connect parking areas and pathways of the Main Library and Art Center.

Mr. Betts outlined the problems that City is hoping to address during the renovation of the Art Center and Main Library:
- Increase public parking for the Library, Art Center and Community Gardens
- Accommodate parking for the new public meeting room that will be added to the Main Library and for additional patron visitation at the Art Center
- Reduce dangerous cut-through from cars travelling from Newell Road to Embarcadero Road
- Improve the efficiency of the separate parking lots at the Art Center and Library. Reduce the number of drivers who jog from parking lot to parking lot via Newell Road
- Increase the number of community garden plots, if possible

The following are the community’s concern and comments on the idea of a connector driveway between the rear library parking lot and east Art Center parking lot (see drawing):

- One person said that she had attended Monday night’s City Council meeting to inform City Council that there was currently no information available on the project which affects the garden plots.

- Concerned about the existing shed being removed. What’s going to happen to the plots next to the shed?

- Likes the existing emergency access road (unpaved, between rows of garden plots). It serves as a buffer between the parking lot and the garden. The Italian stone pines currently provided shade for the gardeners.

- Wanted to know who initiated the plans for the pass through road.

- Would like to be informed when City staff meets with design consultant for the design so that they can help organize the garden area during the design.

- Is there another way to manage cut-through traffic in front of the Art Center between Newell Road and Embarcadero Road?
• Concerned that if City makes this road goes through, it’s just moving the problem of cut-through traffic.

• Suggestion: Install a no-turn sign at the entrance to the art center parking lot (so that entrance is only from Embarcadero Road).

• The lawn area in front of Main Library on Newell Road is useless and consumes a lot of water. Can the City put the cut through road or parking in this lawn area?

• Make sure that the connectivity piece is not just for cars but for people, too.

• If a connecting road must go through the two areas, how about keeping it to only one very slow lane? This will cut down on the amount of road needed, it will keep cars going slowly.

• Recommended that City staff e-mail conceptual plans out to the gardeners for comment.

• City may want to consider the loss of two parking spaces if the cut through road is installed. (Staff mentioned that any design would need to net additional parking spaces, not any less.)

• City may want to consider using the ivy area on the north side for parking. People currently parallel park there anyway.

• Concerned about the existing Art Center carport being removed and replaced with parking.

• “I like the way that the parking is presently divided in a oblong shape, near the garden parking area. Cars go slowly around that loop, and it is easy to drop off books by car.”

• Consider the clearance distance from parking to garden plots.

• Cars exhaust effect on garden plots?

• Encourage people to take more public transportation or ride bikes.

• What about putting the parking lot under the Main library?

• A participant enquired whether there’s a minimum parking space requirement for the Main Library & Art Center project? Has the City met these requirements? (Jonathan Hartman from Group 4 Architects responded by saying the plans for both the Library and Art Center projects meet parking requirements)
• Concerns about safety for children going from the garden to the Main Library. What about a pedestrian path connecting the two sites, instead of a driveway?

• What about a ‘parking lot full’ indicator at the entrance to each lot so that people don’t have to drive back and forth (via Newell) searching for a spot?

• ADA access to the garden is lacking. Any connectivity should address this issue. A smooth accessible pedestrian trail would be preferential over vehicle connectivity.

• Would like to see a very large oak tree replace the stone pines that are to be removed.

• Would like to see picnic tables and bike racks added to the area near the garden.

• Would like to see the existing fencing around the garden improved.

Participants then said they would like to hear the project design from the Architect’s point of view and would like to see the design options for the garden area. Dawn Merkes and Jonathan Hartman shared a rough conceptual design with the audience (attached) but stressed that the sketch was only a conceptual idea of how the two parking areas might be connected for better circulation. Further design would have to be approved by Council.

Meeting adjourned at 7:00pm to Lucie Stern Center for next part of community meeting.
From: Don Kenyon [dkenyon@aol.com]
Sent: Tuesday, July 19, 2011 8:53 PM
To: Council, City
Subject: Main Library/Art Center Integration

To: Palo Alto City Council

From: Don Kenyon

Library Community Gardener

Library patron

Art Center supporter

Re: Main Library/Art Center Integration

I am writing in favor of the plan that includes the drive between the parking areas.

Even though this plan requires the moving, not eliminating, of some garden plots it will better integrate the whole site and in reality be better for everyone.

The Library, Art Center and Community Garden are all wonderful assets for the people of Palo Alto and these improvements will enhance all of them.

Thank you,

Don Kenyon

197 Walter Hays Drive
Palo Alto, CA 94303-2924
650-321-0520
Cell: 650-380-5336
Dear Council Members,

Please do not vote to approve the paving over of the Main Library Garden Annex. As an Annex gardener I am, of course, concerned about the future of my plot. I enjoy the time I get to spend in nature. But I also see how many other people – who don’t garden, but do make use of this delightful space – this decision will affect. Many people use the gardens: those seeking a quiet, contemplative place, families sharing the joys of nature with children, artists exploring the explosion of colors, animal lovers walking with their pets, are just some of those I have encountered.

I have heard the arguments for the installation of this road, but don’t feel they justify it. Is convenience of the few a valid reason to inconvenience the many? This space is, after all, utilized in much the same manner as our other City public parks. Would it be appropriate to run a paved road through one of these just to make it easier to get from existing roads on one side to the other?

Thank you for taking the time to consider my appeal. Your work helping to make our City a place we can all enjoy living in is greatly appreciated.

Laura