City of Brisbane Agenda Report

TO:

Honorable Mayor and City Council

FROM:

William Prince, Community Development Director

DATE:

July 3, 2006

SUBJECT:

Contract for Urban Design Services for Sierra Point

RECOMMENDATION:

Approve a contract with FTB to perform urban design services for Sierra Point, culminating in an update to the Sierra Point Design Guidelines.

BACKGROUND:

On June 19, 2006 the City Council received a presentation from Greg Tung of FTB regarding a proposed work plan for urban design services at Sierra Point. The intent is to strengthen the public realm at Sierra Point and coordinate pending and future development to achieve this goal. The City Council expressed its support for the work scope, and authorized staff to initiate a contract with FTB.

FISCAL IMPACT:

As was discussed at the June 19, 2006 meeting, the contract cost (\$95,792) will be split, with the property owners (Opus, UPC, and Diamond Investments) paying 5/6 of the cost and the City covering the remaining 1/6 of the cost. The City's cost share is \$15,965. The contract will not be executed until such time as all participating parties have deposited funds to cover the contract cost.

Community Development Director

City Manager

Attachments:

Contract with FTB

AGREEMENT FOR PROFESSIONAL SERVICES

| THIS AGREEMENT, dated | is made by and between THE |
|---|-----------------------------|
| CITY OF BRISBANE, a municipal corporation ("City"), and | l Freedman Tung & Bottomley |
| ("Consultant"). | |

RECITALS

- A. City desires to retain Consultant to perform urban design services for Sierra Point, including an update to the Sierra Point Design Guidelines ("the Project").
- B. Consultant represents that Consultant is specially trained, experienced, and qualified to provide such professional services and is willing to do so pursuant to the terms and conditions of this Agreement.

AGREEMENT

- 1. **Scope of Services.** Subject to the direction and approval of City through its staff that City may provide from time to time, Consultant shall perform the Phase 1 services described in Exhibit A attached hereto and incorporated herein by reference.
- 2. **Time of Performance.** The services of Consultant shall commence upon the execution of this Agreement and shall be satisfactorily completed in accordance with the time schedule set forth in Exhibit A attached hereto and incorporated herein by reference.
- 3. **Responsible Personnel.** The personnel acting on behalf of Consultant primarily responsible for performance of the services hereunder shall be as set forth in Exhibit A.
- 4. **Compensation.** As compensation for all services to be performed by Consultant under this Agreement, Consultant shall be paid the amounts set forth in Exhibit A attached hereto and incorporated herein by reference. In no event shall Consultant's total compensation exceed the sum of \$95,792 without additional authorization from City. Payment by City under this Agreement shall not be deemed a waiver of defects, even if such defects were known to City at the time of payment.
- 5. **Method of Payment.** Consultant shall submit billings to City describing in detail the work performed for which payment is requested, the date the services were performed, the number of hours spent and by whom, and a description of any reimbursable expenditures. Billings shall be submitted monthly, or at such other time as agreed upon between City and Consultant. City shall pay Consultant no later than 45 days after submission of an invoice to the City.
- 6. **Maintenance and Inspection of Records.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, time cards, and other records or documents relating to charges for services or expenditures charged to City, for a

minimum of three (3) years from the date of final payment to Consultant under this Agreement and shall make the same available to City or its authorized representatives for inspection and audit, at any time during regular business hours, upon written request by City. The right of inspection shall include the right to make extracts and copies.

- 7. Assignment and Subcontracts. Consultant acknowledges that Consultant's special skill and expertise is a material consideration for City entering into this Agreement. Consultant shall not assign, subcontract or delegate to any other party the performance of any services to be rendered by Consultant under this Agreement without the prior written approval of City. If City consents to any subcontracting of work, Consultant shall be fully responsible to City for all acts or omissions of the subcontractor.
- 8. Ownership of Documents. All plans, studies, documents and other writings prepared by and for Consultant in the course of performing its services under this Agreement, except working notes and internal documents, shall become the property of City upon payment to Consultant for such work, and City shall have the sole right to use such materials in its discretion without further compensation to Consultant or to any other party. Consultant shall, at Consultant's expense, provide such reports, plans, studies, documents and other writings to City upon written request. Consultant shall retain the right to display completed product in their promotional materials.
- 9. **Independent Contractor.** Consultant is, and at all times shall remain, an independent contractor, and not an agent, officer or employee of City. As such independent contractor, neither Consultant nor any of its agents or employees shall be entitled to any salary, fringe benefits, worker's compensation, retirement contributions, sick leave, insurance or other benefit or right connected with employment by City, or any compensation other than as provided in this Agreement. Consultant shall have no power or authority to bind City to any contract or otherwise to incur any obligation or liability for, or on behalf, or in the name of City.
- 10. **Licenses.** Consultant represents and warrants to City that it has all licenses, permits, qualifications, insurance and approvals of whatsoever nature that are legally required of Consultant to practice its profession. Consultant shall, at its sole cost and expense, keep and maintain such licenses, permits, qualifications, insurance and approvals in full force and effect at all times during the term of this Agreement. Consultant shall maintain a City of Brisbane business license.
- 11. **Compliance with Laws.** Consultant shall use the standard of care in its profession to comply with all applicable federal, state and local laws, codes, ordinances and regulations in connection with the performance of its services under this Agreement.
- 12. **Employment Eligibility.** At the request of City, (Contractor/Consultant) shall furnish to City copies of Employment Eligibility Verifications (INS Form I-9) or other evidence satisfactory to City showing that any or all persons providing services under this Agreement for on behalf of (Contractor/Consultant) are eligible to be employed in the United States. In the event (Contractor/Consultant) is unable or unwilling to provide the employment eligibility verification within ten (10) days after City's request, City may require the immediate removal from the (job/project) of such workers as specified by City,

and upon any failure by (Contractor/ Consultant) to do so, City shall be entitled to terminate this Agreement.

- 13. **Indemnity.** Consultant shall indemnify, defend, and hold City, its officers, officials, agents, employees and volunteers, harmless from and against any and all claims, demands, causes of action, losses, damages, injuries, expenses and liabilities, direct or indirect, including attorney's fees, to the extent arising out of or to the extent relating to the negligent performance by Consultant of its services under this Agreement or its failure to comply with any of the its obligations contained in this Agreement, and City shall not be liable for any acts or omissions of Consultant.
- 14. **Insurance.** Consultant, at its own expense, shall procure and maintain, for the duration of this Agreement, insurance policies which satisfy the following requirements:

(a) Type of policies and coverage:

- (1) General Liability Coverage. Consultant shall maintain commercial general liability insurance in an amount not less than \$1,000,000 per occurrence for bodily injury, personal injury and property damage, providing coverage at least as broad as Insurance Services Office Commercial General Liability form CG 0001 (Ed. 11/88). If the form of insurance with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.
- (2) Automobile Liability Coverage. Consultant shall maintain automobile liability insurance in an amount not less than \$1,000,000 combined single limit for each occurrence, for bodily injury and property damage, providing coverage at least as broad as Insurance Services Office form CA 0001 (Ed. 12/90) Code 1 (any auto).
- (3) Workers' Compensation and Employer's Liability Coverage. Consultant shall maintain workers' compensation insurance as required by the State of California and employer's liability insurance in an amount not less than \$1,000,000 per occurrence, for any and all persons employed by Consultant in connection with the performance of services under this Agreement. In the alternative, Consultant may rely on a self-insurance program to provide this coverage so long as the program of self-insurance complies fully with the provisions of the California Labor Code. The insurer, if insurance is provided, or Consultant, if a program of self-insurance is provided, shall waive all rights of subrogation against City for loss arising from work performed by Consultant for City.
- (4) Professional Liability Coverage. Consultant shall maintain professional errors and omissions liability insurance in an amount not less than \$1,000,000 per occurrence, covering negligent acts, errors or omissions which may be committed by Consultant in the performance of its services under this Agreement.

- (b) <u>Endorsements</u>: Each general liability and automobile liability insurance policy shall contain, or be endorsed to contain, the following provisions:
 - (1) The City, its officers, officials, employees, agents and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of Consultant; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to City, its officers, officials, employees, agents or volunteers.
 - (2) For any claims related to the Project, Consultant's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by City, its officers, officials, employees, agents or volunteers shall be excess of Consultant's insurance and shall not contribute with it.
 - (3) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to City, its officers, officials, employees, agents or volunteers.
 - (4) Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 - (5) Consultant's insurance coverage shall not be suspended, voided, canceled or reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to City.
- (c) <u>Deductibles and Self-Insured Retentions</u>. Any deductibles or self-insured retentions must be declared to and approved by City. At City's option, Consultant shall demonstrate financial capability for payment of such deductibles or self-insured retentions.
- (d) <u>Acceptability of Insurers</u>. Insurance is to be placed with insurers having a current A.M. Best rating of no less than A:VII, unless otherwise approved by City in writing.
- (e) <u>Verification of coverage</u>. Consultant shall provide certificates of insurance with original endorsements to City as evidence of the insurance coverage required by this Agreement. Certificates of such insurance shall be filed with City before commencement of work by Consultant. At the request of City, Consultant shall provide complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by this Agreement.

15. **Notices.** Any notices required or permitted to be given under this Agreement shall be in writing and shall be either personally delivered or sent by certified mail, return receipt requested, addressed to the other party as follows:

To City

City of Brisbane

Attn.: City Manager 50 Park Lane

Brisbane, CA 94005

To Consultant

Freedman Tung & Bottomley.

Attn: Michael Freedman

74 New Montgomery Street, Suite 300

San Francisco, CA 94105-3424

- 16. Litigation Expenses and Attorneys' Fees. If either party to this Agreement commences any legal action against the other party to enforce or interpret this Agreement, the prevailing party shall be entitled to recover all costs and expenses that may be incurred in connection therewith, including court costs, expert witness fees, discovery expenses, and attorneys' fees.
- 17. **Termination of Agreement.** This Agreement may be terminated by either party, effective upon written notice, should the other party commit any material default in the performance of its obligations hereunder. This Agreement may also be terminated by either party, for any reason, upon fifteen (15) day's prior written notice to the other party. In the event this Agreement is terminated by City through no fault of Consultant, Consultant shall be compensated for all services performed to the date of termination.
- 18. **Equal Opportunity Employment**. Consultant warrants that it is an Equal Opportunity Employer and shall comply with applicable regulations governing equal opportunity employment.

19. Miscellaneous Provisions.

- (a) Severability. Should any portion of this Agreement be declared void or unenforceable in a final decision by a court of competent jurisdiction, such decision shall not affect the validity of the remainder of this Agreement, which shall continue in full force and effect, provided that the remainder of this Agreement can be reasonably interpreted to implement the intention of the parties.
- (b) <u>Entire Agreement</u>. This Agreement constitutes the entire agreement between the parties and supersedes and cancels all prior agreements or understandings, whether written or verbal.
- (c) <u>Amendments</u>. This Agreement may be modified or amended only by a written document duly executed by both City and Consultant.

- (d) <u>Waiver</u>. The waiver of any breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same provision or any other provision of this Agreement.
- (e) <u>Execution</u>. Each party warrants that the individuals signing this Agreement on its behalf have the legal power and authority to do so and to bind the party to this Agreement.
- (f) <u>Successors and Assigns</u>. Subject to the restriction against assignment and subcontracting, this Agreement shall be inure to the benefit of and shall be binding upon the heirs, personal representatives, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

| | THE CITY OF BRISBANE |
|----------------------|---------------------------|
| ATTEST: | By:City Manager |
| City Clerk | |
| APPROVED AS TO FORM: | |
| City Attorney | CONSULTANT: |
| | FREEDMAN TUNG & BOTTOMLEY |
| | Michael Freedman |
| | Ву: |
| | Dated: |

EXHIBIT A

CITY OF BRISBANE

Sierra Point Urban Design Update & Design Review Services

Scope of Services

Version_FNL: June 28, 2006

Prepared by Freedman Tung & Bottomley

- EXHIBIT A -

City of Brisbane Sierra Point Urban Design Update & Design Review Services

Scope of Services

Version FNL: June 28, 2006

Project Overview

Sierra Point is located within the City of Brisbane and partially within the City of South San Francisco, situated on the Sierra Point Peninsula east of Highway 101. Within the City of Brisbane it is configured primarily as a suburban workplace and commercial district, albeit with freestanding mid-to-high-rise buildings and edged by open space and marina uses. The City adopted the Combined Site and Architectural Design Guidelines on March 12, 2001, which were in part based on Master Planning work dating back to the 1980s. Since that time, a 5 year pause in development applications ensued. In 2006, however, the City is experiencing a surge in development interest within Sierra Point. Several preliminary development proposals have proposed site master plans that diverge somewhat from the original master plan layout of buildings contained in the Guidelines. At the same time, contemporary development programs and uses and site development models that developers are "bringing to the table" have evolved in recent years, due to changes in the workplace and hospitality industries. These potentially offer new opportunities for "synergistic" groupings of use and activity as well as place-making.

Through a public Study Session and Hearing process, the City of Brisbane wishes to re-examine the Combined Site and Architectural Design Guidelines and potentially update them with an eye toward strengthening the "public realm" characteristics in the Guidelines on the part of both public and private development sites. With relatively modest modifications to building orientation, vehicular and pedestrian access, streetscapes and open spaces, and other site relationship issues, and without substantial changes to development envelopes, the intended benefits would be to create opportunities for increased worker, guest, recreational user and visitor "streetlife," strengthened district identity and "sense of place," creation of new community amenities, and enhanced investment value. The City also wishes to avail itself of professional assistance in design review of new development applications in concert with the updates to the Combined Site and Architectural Design Guidelines, in order to work with developers to achieve the best possible results for the Sierra Point district users, for investors, and for the Brisbane community at large.

Project Phases

The Draft Scope of Services that follows consists of two Phases, however the second phase is identified as one of two Optional Tasks (as described below). The Phase I portion of work is an initial estimation of the tasks necessary to understand the existing conditions and their opportunities and constraints for improvement, envision a Sierra Point district with an enhanced public realm, and modify the Design Guidelines as the tool that will assist the City to enable the changes. Its Scope of Services is configured with a maximum not-to-exceed budget for the tasks indicated.

In addition to Phase I, a budget for optional meetings including the Principal and Associate Project Manager is included, should additional meetings be required. A second optional task is the addition of Phase II, which consists of an allowance for Design Review services performed at Time and Materials, since the scope and scale of development applications may differ substantially.

Work Program - Tasks

<u>Phase I - Public Realm Update Modifications To Sierra Point Combined Site And Architectural</u> Guidelines And <u>Public Hearings</u>

1. Project Start-up

A. Start-up administration: scheduling, file setup, contact list & communication protocols w/City, base information requests, etc.

2. Assess Existing Conditions

- A. Receive from City Staff Existing Conditions Database from City; Review; Follow-up Question & Answer [NOTE: This Scope of Services assumes that information provided to the Consultant by the City shall be considered accurate for the purposes of the Project.]
 - 1) Existing Development Pattern
 - a) Aerial photo (recent)
 - b) Mapped existing building footprints and land use information (at all floors)
 - c) Approved planned projects drawing sets and other supporting information
 - 2) Land Ownership & Control Parcel Map; City-Owned Properties
 - 3) Public Spaces as-built street rights-of-way, sidewalks, parking lots, public facilities, major known underground utilities
 - 4) Document master for existing Design Guidelines, including digital site master plan graphic [NOTE: This Scope of Services assumes that digital files of the Design Guidelines document (in text, Microsoft Word, or other common document format) and of the site master plan graphic (in AutoCad or other common graphic format) will be obtained by the City and provided to the Consultant. If digital files are not available, additional tasks may be requested by the Consultant in order to digitize and/or trace drawing information into digital files sufficiently accurate for the purposes of the project.]
- B. Field Reconnaissance & Photography allowance for Phase I
- C. Policy Context: Receive from City Staff/review General Plan, Zoning, Combined Design Guidelines, other pertinent policy documents.

3. Develop Analysis of Public Realm conditions

- A. Prepare Sierra Point District Architectural/Landscape Character Context image matrix exhibit
- B. Prepare Existing Urban Design Conditions Analysis Diagrams
 - 1) Existing Land Use/Parcelization
 - a) Land Use (mapped onto building footprints), including ground floor vs. upper floor(s) if different
 - b) Parcelization/change increment, indicate remaining developable sites
 - 2) Analysis of Existing Public Realm Pattern
 - a) Street and path pattern with development site car & pedestrian access points
 - b) Landscape types existing tree and ground-level planting pattern (based on aerial & site notes)
 - c) View Corridors and building orientations (incorporates building "fronts" and "backs" issues)
 - d) District Patterns district entry/exit points (a.k.a. "gateway" locations), spatial sequence, destination, and activity areas

4. Meeting with key stakeholders - discuss key Guidelines issues for potential upgrade(s)

Note: This Scope of Services assumes that City Staff will select stakeholders for interviews and assist in coordination of meetings with the Consultant.

- A. Prepare for and attend up to two (2) meetings with key Stakeholders to discuss parameters for possible updates.
- B. Prepare summary memos (up to 2) of comments and follow up coordination with City Staff.

5. BCDC or other outside agency coordination meetings - up to two (2) meetings

Note: This Scope of Services assumes that City Staff will coordinate and set up all meetings with outside Agencies.

- EXHIBIT A -

- A. Prepare for and attend up to two (2) agency meetings (such as BCDC or other Agency) as directed by City Staff.
- B. Summary memo and follow up coordination with City Staff for up to two (2) meetings.

6. Prepare Basic Urban Design (Public Realm) Master Plan Alternatives

- A. Annotated Diagrams of Public Realm Pattern Alternatives. Prepare colored illustrative plan drawings with written annotations that show arrangements and relationships of buildings, gathering spaces, roads, parking areas, etc. and highlight Public Realm opportunities.
 - 1) Scenario 1 Existing with addition of new projects as proposed.
 - 2) Scenario 2 Sierra Point Parkway "T" activity cluster, or other alternative.
 - 3) Scenario 3 Hotel-based activity cluster, or other alternative
- B. 3-dimensional massing views of Master Plan Alternatives (Up to 2 views each). Prepare 3-dimensional simulation views of the 3 scenarios shown in the preceding illustrative plan products, that enable non-designers to see and understand relative scale, sequence, and organization of buildings and spaces which may be difficult to discern from plan view illustrations alone; select up to 2 views of each simulation to allow for understanding of site relationships and district scale.
 - 1) Scenario 1 Existing with addition of new projects as proposed.
 - 2) Scenario 2 Sierra Point Parkway "T" activity cluster, or other alternative
 - 3) Scenario 3 Hotel-based activity cluster, or other alternative

7. Review plan alternatives with City Staff

- A. Prepare meeting materials
 - 1) Project graphics prints for meeting
 - 2) Draft outline of Study Session points
 - 3) Draft Powerpoint presentation (also serves as draft for Study Session)
- B. Meeting with City Staff
 - 1) Set up & make meeting presentation; travel
 - 2) Follow up memorandum confirming direction for Study Session

8. Revise alternatives for presentation based on City Staff comments

- A. Analysis Graphics prepare updates/corrections as needed
- B. Allowances for revisions and refinements to Master Plan Alternatives per City Staff comments.
 - 1) Scenario 1 Annotated Plan and 3D Massing graphics
 - 2) Scenario 2 Annotated Plan and 3D Massing graphics
 - 3) Scenario 3 Annotated Plan and 3D Massing graphics

9. Joint Planning Commission/Council Study Session

- A. Prepare an educational presentation "Public Realm Potentials in Sierra Point." Show examples of how similar districts that take advantage of public realm opportunities can create opportunities for increased activity, strengthened district identity, creation of community amenities, and enhanced investment value. Present Master Plan Alternatives and compare existing plan with the addition of proposed projects "as-is," and up to two additional scenarios.
- B. Joint Planning Commission/City Council Study Session set up/deliver presentation, facilitate session. Questions and answers, note directions.
- C. Teleconference discussion with City Staff; confirm directions for revisions

10. Prepare Recommended Public Realm updates to Design Guidelines

Note: This Scope of Services assumes that the basic format and graphic character of the existing Design Guidelines document will be preserved, with the addition of update content. Some existing graphics will be retained, while some may be replaced or supplemented.

- A. Revise preferred Public Realm characteristics for Master Plan
 - 1) Annotated Plan
 - 2) 3D Massing views
- B. Prepare amendments to Design Guidelines document
 - 1) Text revisions

- EXHIBIT A -

- 2) Graphics revisions
- 3) Document formatting; appendices
- C. Quality Control, transmit administrative draft to City Staff for review.
- D. Receive/review single marked-up copy of consolidated City comments (including BCDC or designated Agency)
- E. Attend meeting with City Staff to review City comments
- F. Allowance for preparation of final revisions (minor)
- G. Prepare camera-ready master copy of final draft; format electronic files
- E. Final Quality Control, transmit final copy to City Staff

11. Planning Commission & City Council Hearings

- A. Planning Commission Hearing
 - 1) Prepare presentation; coordinate with City Staff
 - 2) Set up/travel/attend Planning Commission Hearing
- B. City Council Hearing (Note: Assumes similar presentation as for Planning Commission)
 - 1) Set up/travel/attend City Council Hearing
- C. Teleconference with City Staff; confirm revisions (minor) per PC/CC comments
- 12. Allowance for preparation and transmittal of minor revisions
- 13. Project Management for Phase I

OPTIONAL TASKS

- A. Additional Meetings at City of Brisbane (each)
- B. Phase II Design Review Services (At Time & Materials)
 - 1. Allowance for Design Review in support of Guidelines implementation (up to 4 average sized projects, 1 review cycle each, or equivalent)

The following tasks are typical; actual tasks and task sequence may vary depending on differing project conditions.

- A. Receive and review project information
- B. Follow-up discussion with City staff
- C. Prepare memorandum, other products as requested by City
- D. Allotment for meetings with City staff & project proponent
- 2. Project Management

Staffing and Budget

This section provides a budget summary for the Scope of Services.

PHASE I - Public Realm Update Modifications To Sierra Point Combined Site And Architectural Guidelines And Public Hearings:

| • | Professional Services: | |
|---------|--|--------------|
| | Freedman Tung and Bottomley (FTB) | \$ 87,883 |
| ٠ | Reimbursable Expenses: | |
| | Reimbursable Project Expenses - FTB only | \$ 7,909 |
| Project | t Budget Estimate: | \$ 95,792 |
| | | |

Optional Task - Additional Meetings at City of Brisbane (each):

| • | Professional Services: | |
|---------|--|-------------|
| | Freedman Tung and Bottomley (FTB) | \$ 1,380 |
| • | Reimbursable Expenses: | |
| | Reimbursable Project Expenses - FTB only | \$ 124 |
| Project | Budget Estimate: | \$ 1,504 |

Optional Task - PHASE II - Design Review Services (At Time & Materials):

| roject | Budget Estimate: | \$ | 25,000 |
|--------|--|------|--------|
| | Reimbursable Project Expenses - FTB only | \$ | 2,000 |
| • | Reimbursable Expenses (Allowance): | | |
| | Freedman Tung and Bottomley (FTB) | \$. | 23,000 |
| • | Professional Services (Allowance): | | |

All other additional services beyond this scope shall be billed on a time and materials basis upon authorization of City Project Manager by e-mail, fax or letter.

Terms:

This is a time and materials project with a guaranteed maximum fee for completion of the Work Tasks outlined above. Invoicing shall be monthly, based on time and materials costs accrued during the preceding month. The list of task-by-task costs on the Staffing and Budget spreadsheets (attached) is provided to indicate the relative proportion of budgeted resources that each task is likely to require. It is provided for informational purposes only and is not intended as a basis for task-by-task contract provisions or invoicing.

FEE SCHEDULE

The following fee schedule is effective as of June 15, 2003. All new projects for both new and return clients will be budgeted using the following rates:

| Hourly Fees for Professional Services: | |
|--|-----------------|
| Principal I | \$ 200 per hour |
| | \$ 150 per hour |
| Senior Associate | \$ 120 per hour |
| | \$ 100 per hour |
| Graphic Artist | \$ 90 per hour |
| | \$ 80 per hour |
| | \$ 75 per hour |
| AutoCAD Operator I | \$ 85 per hour |
| AutoCAD Operator II | \$ 70 per hour |
| | \$ 85 per hour |
| GIS Operator II | \$ 70 per hour |
| Draftsman | \$ 65 per hour |
| Database Operator | \$ 65 per hour |
| Project Assistant I | \$ 60 per hour |
| Project Assistant II | \$ 50 per hour |
| Technical Secretary | \$ 50 per hour |
| Office Assistant | \$ 30 per hour |

Speaking Fees (flat fee basis):

Principal

\$ 3,500 + travel expenses

Miscellaneous Project Expenses:

In addition to hourly rates, project costs will be charged at our standard office rates for expenses incurred when performing professional services on the clients behalf, such as for the following items: document duplication, photography, messenger and courier services, long distance telephone and fax calls, special equipment charges, travel expense for out-of-office services, reimbursements for sub-consultant fees, governmental plan inspection fees, FTB slide library usage, FTB office database usage, plus other out-of-pocket expenses encountered in the performance of services for the project.

City of Brisbane Sierra Point Urban Design Update DRAFT PROJECT MILESTONE SCHEDULE v.1 – June 14, 2006

| DATE | TASK | COMMENTS |
|----------------------------------|--|---|
| June 19, 2006 Tuesday | City Council – Contract Approval (Possible) | Assumes 2 weeks for Contract Execution; City to begin responses to data requests. |
| Week of July 3, 2006 | Task 1 – Project Start-Up Task 2 – Assess Existing Conditions | 1 week |
| Week of July 10, 2006 | Begin Task 3 – Analysis of Public Realm Conditions | 2 weeks |
| Week of July 24, 2006 | Task 4 – 1 st Stakeholders Meeting | 1 week |
| Week of July 31, 2006 | Begin Task 6 – Prepare Basic Urban Design (Public Realm) Master Plan Alternatives | 6 weeks |
| Week of September 4, 2006 | Task 7 – Review Plan Alternatives with City Staff Task 4 – 2 nd Stakeholders Meeting | 1-2 weeks |
| Week of September 25, 2006 | Task 8 – Revise Alternatives | 2 weeks |
| Week of October 9, 2006 | Task 9 – Joint Planning Commission/City Council Study Session | 1 week |
| Week of October 16, 2006 | Task 10A-10C – Prepare Recommended Public Realm Updates to Design Guidelines (Draft) | 5 weeks |
| Monday, November 20, 2006 | Submit Draft Design Guidelines document to City for review | , |
| Week of November 20, 2006 | 2 week period for City Review of draft document (includes Thanksgiving holiday – may require some extension into following week) | 2 weeks |
| Week of December 4, 2006 | Task 10D-10E – Receive comments, meet with City, prepare final revisions, transmit final document to City | 2 weeks |
| Thursday, January 11, 2007 | Task 11A – Planning Commission Hearing | 2 nd Thursday of the month (assumes Thursday, Decembe 28 th is not a Planning Commission meeting date) |
| Monday, January 15, 2007 | Task 11B - City Council Hearing | 3 rd Monday of the month. (1 st Monday is New Years' Day) |
| Week of January 15, 2007 | Task 12 - Preparation of Minor Revisions (if needed) | 1 week |

Notes:

- 1. Lengths of time shown for tasks are set up to allow for some flexibility to accommodate holidays, vacations, schedule conflicts, etc.
- 2. No specific dates for Task 5, "BCDC or other outside Agency coordination meetings up to 2" have been established in the draft schedule; scheduling of these meetings are subject to City direction.

City of Brisbane Sierra Point Urban Design Update DRAFT PROJECT MILESTONE SCHEDULE v.1 – June 14, 2006

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| Thursday, January 11, 2007 | Task 11A – Planning Commission Hearing | 2 nd Thursday of the month (assumes Thursday, December 28 th is not a Planning Commission meeting date) |
| Monday, January 15, 2007 | Task 11B – City Council Hearing | 3 rd Monday of the month. (1 st Monday is New Years' Day) |
| Week of January 15, 2007 | Task 12 - Preparation of Minor Revisions (if needed) | 1 week |

Notes:

- 1. Lengths of time shown for tasks are set up to allow for some flexibility to accommodate holidays, vacations, schedule conflicts, etc.
- 2. No specific dates for Task 5, "BCDC or other outside Agency coordination meetings up to 2" have been established in the draft schedule; scheduling of these meetings are subject to City direction.