City of Brisbane
Agenda Report

TO: Honorable Mayor and City Council

FROM: Randy Breault, Director of Public Works/City Engineer via City Manager

SUBJECT: Agreement for Professional Services for Design of New Library

DATE: April 7, 2016

City Council Goals:

To design infrastructure and public facilities to be efficient, cost effective and to contribute to the cohesion and character of the community. (#2)

Purpose:

To obtain Council's approval of an agreement for services relative to a new library; this action is consistent with the community's values of having educational opportunities, and of having public spaces and facilities available for community interaction.

Recommendation:

Approve the Agreement for Professional Services with Siegel & Strain in the amount of $636,680 (excluding reimbursables) for the Architectural-Engineering (A-E) design of a New Brisbane Library.

Background:

A new Brisbane Library has been the focus of many meetings and work activities undertaken over the last year:

4/2/15	City council provides input on the proposed A-E selection process
4/9/15	Notice of request for Letter of Interest from qualified A-E firms is published
5/21/15	City council approves the creation of a Library Planning Stakeholder Group
6/1/15	Letters of Interest received
6/9/15	3 A-E firms invited to continue in Request for Proposal process
7/2/15	Request for Proposals released
8/12/15	Kickoff meeting with Stakeholder Group and invited A-E firms -

	receive presentation, "Rising to the Challenge: Re-Envisioning Public Libraries" from Susan Haldreth, Executive Director of Peninsula Library System, and former California State Librarian
8/18-8/26	One-hour pre-proposal meetings (3) held with A-E firm and Stakeholder Group
9/30/15	Requests for Proposals received and distributed to Stakeholder Group
10/7/15	Forty-minute proposal presentations (3) held with A-E firms and Stakeholder Group. Firms ranked in order of most qualified by Group.

Between October and now, there has been an intensive process of finalizing the scope of work, which necessitated a significant amount of cost estimating on the part of the A-E firm so as to arrive at a most probable maximum amount for construction for the library. Staff independently estimated that the recommended A-E firm's team spent approximately $8,000 on this effort.

City staff also spent time meeting with San Mateo County Library staff and Supervisor Tissier, as we continued in our efforts to fully source all of the funding needed for the library.

During the time the scope was being finalized, both staff and the A-E firm acknowledged the significant public input obtained from the Stakeholder Group during the selection process, and wanted to ensure that input was continued into the design process. Of note, the finalized scope of work identifies the following meetings:

Conceptual Design Phase (15%-25% complete)

- Up to 10 individual informational meetings
- 1-2 programming meetings with SMCL
- 1-2 meetings with Stakeholder Group
- 1-2 meetings with City

Schematic Design Phase (35%-50% complete)

- 1-2 meetings with City
- 1-2 meetings with Stakeholder Group
- 1 Public Information meeting (note: all Stakeholder Group meetings are public - this meeting is specifically designed as a focused presentation for interested members of the public)
- City Council presentation

Design Development Phase

- 2 meetings with City
- 2 meetings with Stakeholder Group

- City Council presentation

Construction Documents phase

- Approval of Notice Inviting Bids

Discussion:

The recommended Agreement is with the firm that was deemed to be the most qualified proposer by the Stakeholder Group. SMCL staff has previous experience working with S&S during the design of the Portola Valley library, and as a member of the Stakeholder Group SMCL staff also found S&S to be the most qualified proposer.

City staff is satisfied with the final scope of work, and the proposed fee. Working independently, staff calculated a fee of $619,000. S&S' proposed fee is $636,680. In a straightforward effort to reach a middle ground in this small difference, S&S agreed to not submit an invoice for the approximately $8,000 of cost estimating work that was completed during scope final development.

Fiscal Impact:

$300,000 of the contract will be funded by a discretionary distribution from Supervisor Tissier of San Mateo County Measure A funds. The remainder of the contract will be paid by money transferred from the Facilities Construction Fund.

As noted earlier, staff is still developing the complete funding profile for the full scope of the project, which will obviously include the construction cost that is based on the final approved design. At present, the proposed financing plan for the project is as follows:

Facilities Fees New Homes	$1,750,000
Facilities Fees Prior	$1,200,000
County Loan	$1,337,790
City Funding	$3,513,052
Library JPA Contribution	$400,000
Measure A for Design	$300,000
Donations	$300,000
Total Available	$8,800,842

- Facilities Fees New Homes is the amount collected from the current phase of development at the Northeast Ridge
- Prior Facility Fees are from funds leftover from the earlier phases of the Northeast Ridge Development
- County Loan is a low interest 15-year loan from the County using a portion of available business license revenues dedicated for capital projects.

- City Funding is a loan from the General Fund paid back from business license revenues dedicated for capital projects. This amount could vary depending on the needs of the project and length of time of the loan. At the current time, it is anticipated to be a 20-year loan.
- Library JPA Contribution is the amount the Library JPA has set aside for the Furniture, Fixtures, and Equipment.
- Measure A for Design is the amount Supervisor Tissier allocated for the design of the project.
- Donations are an amount of money which staff believes likely to be raised by donations to help fund the library.

Measure of Success

A final design for a library that is based on public input, reflects the character of Brisbane, and is a modern library that will well serve our citizens for many decades.

Attachments:

- Staff Reports for 5/21/15 and 4/2/15 City Council meetings
- Agreement for Professional Services

Director of Public Works/City Engineer

City Manager

City of Brisbane
Agenda Report

TO: Honorable Mayor and City Council

FROM: Randy Breault, Director of Public Works/City Engineer via City Manager

SUBJECT: Library Planning Stakeholder Group

DATE: May 21, 2015

Purpose:

To establish the group and determine which Councilmembers shall participate in same.

Recommendation:

Approve the establishment of an ad hoc Library Planning Stakeholder Group with membership as discussed below, and appoint one Councilmember as primary and one Councilmember as an alternate to this working group.

Discussion:

The staff report for the Council's 4/2/15 meeting (attached) provided background and obtained Council's input on the selection process for an Architect-Engineer (A-E) firm to design a proposed new library.

A request for Letters of Interest (attached) from qualified A-E firms has been published, and responses are due June 1, 2015. Multiple firms have expressed an interest in responding to this request. Staff will subsequently review the responses and establish a "short-list" of most qualified firms.

The membership proposed at the 4/2/15 meeting was as follows:

a. City Council (1, plus alternate)
b. Brisbane City Staff (2 - City Manager, Public Works Director)
c. San Mateo County Library Staff (2)
d. Friends of the Brisbane Library (2)
e. Brisbane Elementary School District (1)
f. Mothers of Brisbane (1)
g. BEST/PTO (1)

A pre-proposal meeting with short-listed firms is tentatively scheduled for late June/early July. Approving the membership of the group now will provide adequate time for staff to contact the represented organizations, to obtain contact information for their assigned members, and to coordinate a schedule for meeting with the A-E firms.

During this intervening period, staff will also produce a Request for Proposals utilizing input obtained from the Facilities Subcommittee and the full Council, as well as desires expressed by the stakeholder group during pre-proposal meetings.

Fiscal Impact:

None as a direct result of this action; the impacts of design and construction costs were addressed in previous reports.

Attachments:

April 2, 2015 staff report
Architect-Engineer Services for a New Brisbane Library

Director of Public Works/City Engineer

City Manager

City of Brisbane
Agenda Report

To: Honorable Mayor & City Council

From: Randy Breault, Director of Public Works/City Engineer via City Manager

Subject: Draft Selection Process for Library Architect

Date: City Council Meeting of April 2, 2015

Purpose:

To obtain Council's input on the proposed selection process.

Discussion:

San Mateo County Library staff has developed a *Brisbane Library Building Program* (May 2014) that creates a vision for a new 5,000 square foot (SF) library, with an additional 1,500 SF proposed for interior community space and 500 square feet for an outside garden. Supplemental conversations between city staff and the Council added a desire to provide additional space for the archiving and display of Brisbane's artifacts.

The City Manager provided Council a detailed report and presentation on February 5, 2015. Council guidance on that evening confirmed the site selected for the new library as the former "5 Star/L.T. Clark" site on Visitacion Avenue. The Council also accepted a proposed Financing Plan, the library staff's Building Plan, and directed staff to commence development of a draft Request for Proposals for architectural services.

Staff is proposing the following steps for selection of an architect for the proposed new library:

1. Publish a request for Statement of Qualifications (SOQ) and/or Letter of Interest. The primary information requested in the SOQ would be for the architect/engineering (A/E) firms to demonstrate that they have local, recent, successful experience in building libraries of similar sizes. Firms will be short-listed based on the information provided and results of reference checks. 2-3 firms are anticipated to be invited to continue in the selection process. Staff suggests this step be completed administratively.

2. Create a Library Planning Stakeholder Group. This would be an action by Council. Staff recommends the following organizations be offered to provide a representative on this group:

    a. City Council (1, plus alternate)
    b. Brisbane City Staff (2 – City Manager, Public Works Director)

c. San Mateo County Library Staff (2)
d. Friends of the Brisbane Library (2)
e. Brisbane Elementary School District (1)
f. Mothers of Brisbane (1)
g. BEST/PTO (1)

3. Develop a formal Request for Proposals (RFP) for A/E services. The RFP would be developed and issued by staff. The subcommittee and council may wish to provide specific inputs they want to have included in the RFP.

4. Invite short-listed A/E firms to a pre-proposal meeting with the stakeholder group to allow them to develop an informed opinion on the group's desires relative to the development and implementation of the design concept.

5. Receipt of RFPs followed by presentation to the stakeholder group.

6. Stakeholder group recommendation and A/E presentation to Council.

Staff is proposing that Council establish a budget of $5,000-$10,000 for each invited A/E firm to compensate them for responding to the RFP. The reason behind this recommendation is the proposed requirement in the RFP for both a robust development concept proposal for this site/building, and also substantial architectural renderings that present a very clear starting point from which the stakeholder group/city will engage an A/E. The desired end state of this selection process is a firm that has clearly demonstrated not only its capabilities, but also its alignment with the visions and aspirations of our community.

This report was provided to the Facilities Subcommittee for their 3/5/15 meeting, and comments received at that time have been incorporated. The one item not addressed here is the subcommittee's note that further discussion is recommended on the juxtaposition of programming for the to-be abandoned existing library space (approximately 2,400 SF) and the requested 1,500 SF for community interior space in the to-be constructed library.

Fiscal Impact:

The County is still in the process of evaluating applications for Measure A funds. Each Supervisor has been allocated a certain amount of funds to recommend for projects in their district. Our Supervisor, Addrienne Tissier, continues to be supportive of our project. We will know more definitively when the County adopts their budget later this spring.

Although the City is confident that we will be successful in obtaining Measure A funds, even if they are not received, the City has adequate funds in both the NER Facilities Fee and Business license Capital Fund to cover the anticipated full cost of A/E design services. Measure A funding would allow for a more robust facility.

Director of Public Works/City Engineer

City Manager

CITY OF BRISBANE
Department of Public Works
50 Park Place
Brisbane, CA 94005-1310
(415) 508-2130

ARCHITECT-ENGINEER SERVICES FOR A NEW BRISBANE LIBRARY

Original Posting Date: **April 9, 2015**
Response Due Date: **June 1, 2015**

Respond to:

Randy Breault, P.E.
Director of Public Works/City Engineer
50 Park Place
Brisbane, CA 94005
(or via email rbreault@ci.brisbane.ca.us)

Description:

The City of Brisbane is soliciting **Letters of Interest** from qualified A-E firms for design of a new Brisbane Library. The vision for the new library is included in the attached *Brisbane Library Building Program*; including a 5,000 SF main library, a 1,500 SF additional interior community space, a 500 SF outdoor space, and a yet to be programmed space for archiving and display of community artifacts. The library will be located on an 11,354 SF combination of parcels (007-281-070, 080, 199) on Visitacion Avenue.

LOIs should demonstrate local, recent, successful experience in the design of libraries. Work with San Mateo County municipalities and/or San Mateo County Library staff that resulted in a successfully built library of comparable size is preferred. LOIs should be brief, but include the following minimum information:

- Name, address, and size (SF) of library designed.
- Year of design and/or final construction.
- A-E firm Lead Designer.
- Contracting agency for design and/or construction.
- Reference point of contact at contracting agency.

- Portfolio of Lead Designer proposed for Brisbane Library.

Concise objective information is preferred.

Anticipated Process:

- Publication of request for and receipt of LOIs.
- Short-list 2-3 firms to continue in selection process. (To be completed by staff.)
- Development of formal Request for Proposals.
- Pre-proposal meeting with each short-listed firm and Library Planning Stakeholder Group.
- Receipt of RFPs and presentation to stakeholder group.
- Stakeholder group final recommendation and A-E presentation to City Council.

Note that the City Council has established a budget of $5,000-$10,000 per firm to compensate firms invited to continue in the selection process. This budget is intended to defray a portion of firm costs to develop a proposal that clearly demonstrates their capabilities and experience, and the alignment of their vision with the aspirations of the community. A robust development concept proposal and substantial architectural renderings that effectively serve as the basis for a "vision competition" is expected for the final proposal and presentation to stakeholders.

Contact Mr. Breault via email only at rbreault@ci.brisbane.ca.us if there are questions regarding this solicitation.

SAN MATEO COUNTY LIBRARY

Brisbane Library Building Program

May 2014



SAN MATEO COUNTY LIBRARY
Connect. Discover. Evolve.

Summary

The San Mateo County Library (SMCL) Brisbane Library Building Program is a vision statement that describes the key components, or program, of a new public library for the City of Brisbane. The program outlines requirements and design priorities to successfully realize a visionary library reflective of the needs of the Brisbane community.

New libraries function as a space that invites community use: to find inspiration, to experience information, to engage all the senses involved in shared learning and inquiry, to build community and human connections, to allow quiet contemplation, and to create and advance knowledge and culture. The library building program addresses 21st century needs (needs we can anticipate and needs not yet known), expands on the San Mateo County Library service model, professional experience, and emerging library, technology, and information best practices.

Introduction

The Brisbane Library, located at 250 Visitation Avenue, has served the community since 1981. The City of Brisbane and the San Mateo County Library has been working on the feasibility of a new library facility for more than ten years. An initial Needs Assessment was completed by Kathryn Page Associates in 2001 to identify the community's library service and space needs through the year 2020. That study found that library service is highly valued by the Brisbane community and although the current library is well situated within the community, at 2,721 square feet, it is too small to meet present and future community library service needs.

The Library Needs Assessment report concluded that the current facility presented significant barriers to the effective delivery of library services including the inability to:

- create spaces or zones for various uses, such as quiet study areas, browsing areas, and spaces dedicated for children and teens
- house an adequate collection for a community of its size
- increase the number and types of seating available
- provide areas for library programs and events
- increase the number of public computers available
- provide rooms for group study and meetings
- provide adequate work space for library staff

A new facility would enable the Brisbane Library to provide the services, spaces and collections that the community needs and will continue to need over the next thirty to forty years.

Brisbane Community

Brisbane is a city of approximately 4,300 residents in San Mateo County. Children and youth (ages 0 to 19) make up 18% of the population and older adults (age 60 or above) make up 15%. The population is expected to reach 5,300 by the year 2020, and 7,000 by 2030. An additional 5,000 daytime employees add to the service population.

The Brisbane Library occupies 2,721 square feet on the second floor of a two-story building located at 250 Visitacion Avenue. The Library is currently open Monday through Saturday for a total of 43 hours of service per week. In 2012-2013, library visitors numbered 49,807 (11.6 library visits per capita), library customers borrowed 75,375 books and other materials (17.5 circulation per capita) and program attendance was 3,485 (0.8 program attendance per capita).

The quality and variety of library services currently available in Brisbane is severely constrained by the size and other limitations of the current library facility. Despite its limitations, the Library remains a well regarded service by community members, 77% of the population are library card holders. Residents like the location in downtown Brisbane, within the perceived heart of the community. Many can walk to the Library from most locations within central Brisbane, including Lipman Middle School and Brisbane Elementary School. Residents continue to express their desire for a gathering place, designed to welcome and enhance the community's sense of place. To effectively serve the current community, as well as the population anticipated in 2030, the City of Brisbane needs a new library.

Service Principles for a New Library

The San Mateo County Library service model is driven by these guiding principles:

- Intuitive layout that is designed with a focus on patron needs and self-service
- A welcoming environment offering a variety of options in a flexible setting
- Spaces that excite and inspire

Key components of the service model include but are not limited to:

- Vibrant entry area – open and welcoming space that facilitates intuitive discovery of all parts of the library; highlights new and popular materials
- Kids and family place – whimsical, imaginative space that encourages reading and learning, early literacy development, play, exploration and social connections
- Teen area – unique space that highlights teen collections, group study and collaboration, and homework support
- Community living room – comfortable, relaxing, and quiet atmosphere for reading
- Collaborative space – program room for people to gather and work together
- Wi-Fi access – space that is flexible and allows internet access throughout the building
- Technology access – space that will adapt to constantly changing and emerging technologies
- Learning lab/maker space – flexible space that enables creative DIY and technology work
- Flexible service desk – space that facilitates assisting and teaching patrons at point of need
- Efficient work spaces – a workroom that optimizes new technologies for streamlined and functional staff areas

Brisbane Library Program

The public library is charged with the challenge of accommodating extremely diverse user groups, as well as serving a variety of needs – educational, recreational, functional and social. Given the anticipated footprint of the new Brisbane Library, flexibility is imperative to the new building model. Multi-use spaces will be critical to ensure that a wide variety of community and individual uses can be accommodated. The new building model should also be adaptable for new purposes as the Library's service model and the Brisbane community's needs evolve.

Collections will be organized to encourage discovery. Rather than rows of stacks, the Library will be equipped with innovative, movable shelving so that materials may be displayed to delight. The new Library will be a community hub between home and work where patrons of all ages gather to interact, absorb culture, and discuss issues of civic interest. The Library will embrace technology and will recognize materials in electronic, print, and audiovisual formats as integral to the overall collection plan. Use of wireless computing devices will be encouraged throughout the Library by enabling comprehensive Wi-Fi coverage and maximized access to power outlets. Spaces suitable for individual pursuits will be provided for reading, technology and contemplative use. Inspiring design will create areas that stimulate creativity and facilitate patrons' collaborative efforts. Careful attention to adjacencies and sound mitigation measures will allow users of differently purposed areas to find their library experiences equally pleasurable.

The new Brisbane Library will inspire the community for decades to come. It will reflect the best of Brisbane community values by providing exemplary and evolving library services to meet ongoing and emerging community needs. The Library will provide welcoming and exciting spaces and will be a place of enjoyment for people of all ages. The table below details the recommended square feet of the new library areas:

ESSENTIAL LIBRARY SPACES	**Recommended Square Feet**
1 ENTRY AND SERVICE POINT	500
2 COLLECTIONS AND DISCOVERY	1,200
3 KIDS AND FAMILY SPACE	1,200
4 TEEN SPACE	400
5 LEARNING LAB/ MAKER SPACE	400
6 QUIET SEATING AND STUDY	600
7 OPERATIONS	700
TOTAL SQUARE FOOTAGE	**5,000**
OPTIONAL SECOND FLOOR SPACES	**Recommended Square Feet**
8 CULTURAL/ COMMUNITY SPACE	1,500
9 OUTDOOR GARDEN	500
TOTAL RECOMMENDED SQUARE FOOTAGE	**7,000**

Program Specific Areas

Libraries are public spaces for people, and a library that will endure as a vital resource to its community must accommodate a wide variety of uses. Some of those uses include collaboration, knowledge sharing and creation, community dialogue, and life-long discovery for all ages and distinct users. Given the preliminary building footprint, it is likely that some of the program specific areas defined below will merge and that many spaces will be multi-use.

1 ENTRY AND SERVICE POINT (500 SQ FT)

The entrance to a library should inspire excitement and anticipation. When users enter the building, they should easily and intuitively be able to determine how to locate what they seek. A small single service point should be visible from the entrance, but must not be perceived by users as a barrier between them and library staff. The service point will facilitate connections between users, staff, and technology.

The Entry and Service Point areas must accommodate or include:

- Space that facilitates traffic flow into and out of the building
- Intuitive design to visually identify functional areas and facilitate self-service
- Space for display of new and popular materials
- Smartwall to display library and community information
- Checkout and check-in machines in close proximity to the service point

2 COLLECTIONS AND DISCOVERY (1,200 SQ FT)

Public library collections are continuously evolving and the spaces devoted to collections must be adaptable to that evolution. The space devoted to collections and discovery must facilitate browsing and encourage users to linger to enjoy the space and locate items of interest. The collection will be organized in such a way that users will easily and intuitively discover the materials they seek, as well as discovering additional materials they didn't know they wanted. The shelving will be low enough to facilitate line of sight throughout the building. The collection spaces must be flexible enough to adapt to changing collection sizes and priorities.

The Collections and Discovery areas must accommodate or include:

- Collections and discovery areas for three distinct user groups: kids, teens, and adults
- Collections housed primarily on flexible and/or movable shelving units
- Comfortable seating interspersed throughout collection areas
- Clear and visible signage

3 KIDS AND FAMILY SPACE (1,200 sq ft)

Children have unique needs and patterns of library use. Providing spaces that respond to their developmental, educational, recreational and social needs is vital to the long-term success of the Library and the future of the Brisbane community. A kids and family area will be inspired by the understanding that children learn through play. The space will invite children to explore, think and discover.

The kids and family area should include:

- Space that encourages parent-child interactions
- Play spaces that facilitate early literacy development for children 0-5
- Space to play, create and learn collaboratively for school-age children
- Developmentally appropriate technology
- Shelving that displays children's collections in developmentally appropriate ways

4 TEEN SPACE (400 sq ft)

Teens need spaces that feel authentically tailored to them. The Teen space will encourage social interaction, individual expression, learning and growth.

A Teen space should include:

- Interactive area encouraging on-going creative expression
- Teen inspired furnishings and social seating
- Collaborative work, learning and play space
- Engaging collection shelving and displays that evoke the exciting nature of young adult literature

5 LEARNING LAB/ MAKER SPACE (400 SQ FT)

Maker spaces are open community labs where individuals with common interests gather to work together on projects and share resources and knowledge. While often associated with a Science, Technology, Engineering and Math (STEM) focus, maker spaces can also support creative collaboration in a variety of areas (cooking, crafts, art, etc.). A maker space/learning lab in the Brisbane Library will be an inspirational space where the community can come together to collaborate on a variety of projects in a range of disciplines.

The maker space/learning lab should include:

- Flexible storage and display of tools, technology, supplies and equipment that will likely change over time
- Open, adaptable work space that encourages resource sharing, collaboration and creative experimentation

6 QUIET SEATING AND STUDY (600 SQ FT)

Peaceful settings are at a premium in modern life. Quiet seating and study are important to the Brisbane library community, and they should be flexibly designed around the people who will inhabit the space.

The Quiet Seating and Study area should accommodate or include:

- Comfortable, inviting spaces
- Individual reading and contemplative space
- Individual workspaces
- Flexible technology use
- Acoustic separations and mitigations

7 OPERATIONS (700 SQ FT)

A well designed library staff space will incorporate best practices in library operations and office design. It will provide a physical environment designed to support collaboration, efficiency, productivity, and creativity. The operations spaces should be flexibly designed to adapt to changing work needs, types and number of personnel. The operations space should pull inspiration from recently designed workspaces outside of library tradition, most notably in technology companies.

The Operations area must accommodate or include:

- Robust, sustainable, and reconfigurable technology
- Acoustic separations and mitigations
- A small, adjacent confidential meeting room/individual work space
- Open and collaborative, innovative work spaces with shared workstations
- Break area with staff kitchen
- Automated materials handling
- Thoughtfully designed storage

8 CULTURAL/ COMMUNITY SPACE (1,500 SQ FT)

This strongly desired community space is for active uses, for vibrant discussions and classes, for everything from yoga to puppet shows to musical performances. Rather than following an old model where spaces remain static and unused except at scheduled times, our vision for the program area is that it remains active and used during all hours of operations. When a scheduled Library event is not taking place, the design and flexibility of the space will encourage such uses as casual community conversations, active learning, and informal groups.

The Cultural/Community space should accommodate or include:

- Flexible and reconfigurable/modular spaces for different user types and needs
- Moveable, lightweight furniture
- Moveable walls
- Thoughtfully planned lighting and acoustics
- Robust technology capabilities
- Collaborative workspaces
- Integrated spaces for frequently rotating art shows and exhibits

9 OUTDOOR GARDEN (500 SQ FT)

A strongly desired amenity for visitors during pleasant weather, outdoor spaces offer a place in which to quietly read or talk with friends at tables and chairs. This space takes advantage of sunlight and site views and is often used for programming or as a breakout space during programs and events.

The Outdoor Garden space should accommodate or include:

- Flexible, moveable, lightweight furniture that is designed for outdoor use

Conclusion

This report outlines programmatic requirements for a library that will meet Brisbane's service needs through the year 2030 and beyond. A two-story building with a total of 7,000 square feet is proposed. The new facility would be environmentally self-sustaining and embody the principles of sustainable architecture—a building that is durable and efficient and imposes minimal impact on its surroundings while being responsive to the site and community. A main floor would accommodate all essential library spaces, including public access spaces, seating, computers and collections and staff operations. An upper floor would accommodate a large community meeting space and outdoor garden.

The new library will provide the following collections and services:

- Shelving for 19,000 physical books and media items (19% increase);
- Fifty-nine seats for reading and study (110% increase);
- Fourteen public computers and laptops (55% increase);
- A children's programming space that supports early literacy development for families;
- Dedicated space for teens;
- Maker space that encourages collaboration and creative experimentation;
- Quiet zones that are comfortable and inviting for reading or study;
- Robust, flexible, wireless technology capabilities; and,
- Possibly a community programming room and outdoor garden that accommodates audiences of 100 for Library programs and events.

A new Brisbane Library is an opportunity to deliver a brilliantly conceived library, one that is designed to be comfortable and welcoming to every community member. A gathering place for the community that is functionally, architecturally and aesthetically sound, that people are drawn to return to again and again, and that enables connection and engagement.

Working with the City of Brisbane, San Mateo County Library looks forward to providing the best library service and operational vision to communicate the requisite requirements for an intelligent building that will function as point of pride and enjoyment for the Brisbane community.

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, dated _ _____is made by and between THE CITY OF BRISBANE, a municipal corporation ("City"), and SIEGEL & STRAIN ARCHITECTS, an architectural firm ("Consultant").

RECITALS

A. City desires to retain Consultant for the performance of certain professional architectural-engineering services for design of a New Brisbane Library ("the Project").

B. Consultant represents that Consultant is specially trained for the, 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 services described in Exhibit A attached hereto and incorporated herein by reference. All services shall be performed to the reasonable satisfaction of the City department head in charge of the Project.

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, unless subject to delays beyond the reasonable control of Consultant.

3. Responsible Personnel. The personnel acting on behalf of Consultant primarily responsible for performance of the services hereunder shall be Sue Marzuola and Larry Strain, Principals, Siegel & Strain Architects.

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. In no event shall Consultant's total compensation exceed the sum of $636,680 (excluding reimbursable expenses) without additional written 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.

Method of Payment. Consultant shall submit billings to City pursuant to a deliverable-based payment schedule to be negotiated between City and Consultant. In no event shall the Consultant's payment for a deliverable-based payment schedule item exceed 80% of the full value of the deliverable until such time as the deliverable has been accepted by the City and deemed complete. Alternatively, City may authorize Consultant to 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 (for fees and reimbursable expenses) shall be

submitted monthly, or at such other time as agreed upon between City and Consultant. City shall pay Consultant no later than 30 days after approval of the invoice by City staff. If City objects to all or any portion of the billing, City shall notify Consultant of the nature of such objection and the amount in dispute. City shall pay when due the portion of the billing, if any, that is not in dispute. The parties will make a good faith effort to settle the disputed billing through good faith negotiations.

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. Each subcontractor shall agree in writing to comply with all of the applicable terms and conditions of this Agreement.

8. **Correction of Work.** Consultant shall promptly correct any defective, inaccurate or incomplete tasks, deliverables, goods, services, or other work, without additional cost to City. The performance or acceptance of services furnished by Consultant shall not relieve Consultant from the obligation to correct subsequently discovered defective, inaccurate, or incomplete performance of Consultant's services hereunder.

9. **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 not be responsible for any reuse of such documents by city which is unrelated to the Project and City agrees to indemnify, defend, and hold Consultant and subcontractors harmless against any claims of liability arising from such reuse or modification made to the documents by City.

10. **Independent Contractor.** Consultant is, and at all times shall remain, an independent contractor, and not an agent, officer or employee of City. As an 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.

11. 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 current and in full force and effect at all times during the term of this Agreement. Consultant shall maintain a current City of Brisbane business license.

12. Compliance with Standards of Care and Laws. Consultant shall adhere to the standard of care in its profession and shall comply with all applicable federal, state, and local laws, codes, ordinances, and regulations in connection with the performance of its services under this Agreement.

13. Indemnity. Consultant shall indemnify, defend, and hold City, its officers, officials, employees and volunteers, harmless from and against any and all claims, losses, damages, injuries, expenses and liabilities, direct or indirect, including the reimbursement of attorney's fees, to the extent caused by the negligent performance by Consultant or any of its subcontractors, agents, or employees, subcontractors, agents, or employees to comply with any of their obligations contained in 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 or any of its subcontractors, agents, or employees. The duty to defend obligation of the Consultant shall be limited to the proportionate percentage of any claim arising directly from Services performed by the Consultant under this Agreement.

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 claim~~,~~ covering negligent acts, errors or omissions which may be committed by Consultant in the performance of its services under this Agreement.

(b) Endorsements: 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) 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.

(4) Consultant's insurance coverage shall not be canceled, except after thirty (30) days' prior written notice by mail has been given to City.

(c) Deductibles and Self-Insured Retentions. 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) Acceptability of Insurers. 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) Verification of coverage. 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: Director of Public Works/City Engineer 50 Park Place Brisbane, CA 94005-1310
To Consultant	Siegel & Strain Architects 1295 59th Street Emeryville, CA 94608

16. Resolution of Disputes. In the event of any dispute between the parties pertaining to this Agreement, the parties shall endeavor in good faith to resolve such dispute through mediation before the commencement of legal action by one party against the other.

17. Termination of Agreement. This Agreement may be terminated immediately 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) Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes and cancels all prior agreements or understandings, whether written or verbal.

(c) Amendments. This Agreement may be modified or amended only by a written document duly executed by both City and Consultant.

(d) Waiver. 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) Execution. 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) Successors and Assigns. 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

By: _____
Clifford R. Lentz, Mayor

ATTEST:

_____
Sheri Marie Spediacci, City Clerk

APPROVED AS TO FORM:

_____
Michael Roush, City Attorney

CONSULTANT:

_____

Sue Marzuola, Principal
Siegel & Strain Architects

CITY OF BRISBANE

NEW BRISBANE LIBRARY

Description Of Services, Compensation & Schedule

A. PROJECT DESCRIPTION

New Brisbane Library is as generally described in the 9/30/15 conceptual design prepared by Siegel & Strain Architects / Karin Payson architecture + design (S&S/KPa+d). The proposed library is a one-story building, approximately 7,700sf to be built in one phase on an 11,760sf L-shaped City-owned property fronting Visitacion Avenue and Monterey Street in downtown Brisbane, California. The project numerical program and list of rooms is as generally described in San Mateo County Library Brisbane Library Program document dated May 2014.

The final library design will emphasize sustainability, including, budget allowing, efficient management of energy and water resources, efficient management of material resources and water, protection of environmental quality, protection of health and indoor environmental quality, reinforcement of natural systems, and an integration of the design approach. The building design will incorporate the use of natural daylight and natural ventilation whenever possible and feasible. The project design shall comply with requirements of Brisbane Municipal Code Chapter 15.80 "Green Building Requirements" for a "city-sponsored project".

B. PROJECT TEAM

Services and fees by the following design consultants are included in this document.

Architects
Siegel & Strain Architects
1295 59th Street
Emeryville, CA 94608
with Karin Payson architecture + design
17 Jack Kerouac Alley
San Francisco, CA 94133

Structural Engineers
IDA Structural Engineers
1629 Telegraph Ave. #300
Oakland, CA 94612

Plumbing, Mechanical Engineering
H&M Mechanical Group
8517 Earhart Road
Oakland, CA 94621

Electrical Engineering & Lighting
O'Mahony & Myer Electrical & Lighting Design
4340 Redwood Hwy #245
San Rafael, CA 94903

Landscape Architect
Miller Company
1585 Folsom Street
San Francisco, CA 94103

Civil Engineering
BKF Engineers
1646 N. California Blvd., #400
Walnut Creek, CA 94596

Rainwater Catchment
3000-F Danville Blvd #209
Alamo, CA 94507

Acoustical Consulting
Charles M. Salter Associates
130 Sutter Street Suite 500
San Francisco, CA 94104

Signage
Donnelly Design
1444 North Main Street
Walnut Creek, CA 94596

Construction Cost Estimating
TBD Consulting
111 Pine Street Suite 1315
San Francisco, CA 94111

C. PARTICIPATORY APPROACH

There are multiple stakeholders in this project who will be involved from whom "buy-in" is to be obtained:

- The Library Planning Stakeholder Group (LPSG),
- The City Council Facilities Subcommittee,
- The Community Development Department, and
- The City Council.

This scope outlines a process for effectively engaging these groups while respecting the constraints of the project schedule and the target construction budget. For management and coordination, the scope incorporates a dual-path approach in working with members of these groups:

- Non-technical issues (e.g., the architectural program and overall building design) will be reviewed with the LPSG and Facilities Subcommittee (referred to herein as "Stakeholders Group"),
- Technical issues (e.g., structural, electrical, plumbing, accessibility plans) will be reviewed with the City Engineer and Community Development Department (referred to herein as "City").

D. SCOPE OF SERVICES

The detailed scope of services is organized into the following phases:

- Conceptual Design Phase (15%-25% complete design)
- Schematic Design Phase (35%-50% complete design)
- Design Development Phase (75% complete design)
- Construction Documents Phase (90%-100% complete design)
- Public Bidding
- Construction Administration & Project Close-out

The Architect will coordinate architectural services, including those of the project team, with those provided by the City's consultants and San Mateo County Library on this project. The Architect shall perform services consistent with the professional skill and care ordinarily provided by architects in the same or similar locality under the same of similar circumstances.

I. Conceptual Design

A. Process (Conceptual Design)

1. Review project parameters.
   a. City: Review Conceptual Design, building materials, functional criteria, building systems and equipment; construction methods and phasing of the work; special measures required; project schedule and budget; and communications protocol.
2. Gather information.
   a. Gather and review relevant information including: planning documents, staff reports, surveys and utility plans.
   b. Conduct individual informational interviews with members of Library project leadership.
   c. Observe, analyze and document site influences, neighborhood context and character; circulation and traffic; climate and sustainable design opportunities; site slope and drainage.

d. Research codes and regulations that apply to Library project; and meet with agencies (Planning, Public Works, Fire and Building Departments) for confirmation on interpretations.

3. Finalize Library Program and Furniture Layout.
   a. Review the architectural brief and furniture, fixture and equipment requirements provided by San Mateo County Library (SMCL), and incorporate into a refined Architectural Program and Summary Report that provides the level of detail necessary for obtaining confirmation by the Stakeholder Group.
4. Advance Conceptual Design (using 9/30/15 design as a starting place).
   a. Develop a preliminary interiors finish and materials recommendation list. Include a palette of interior colors, materials and finishes. Review list and palette with City for general direction and guidance.
   b. Develop rainwater capture concepts including analysis of site-specific parameters; rainfall rate, estimated percent potable water offset, total annual offset; analysis of a preferred treatment approach.
   c. Update Conceptual Design of building exterior and exterior materials based on City input.
   d. Update preliminary construction cost design estimates and project design schedule based on the work of this phase.
   e. City, Stakeholders & SMCL: Review updated Library Program; Conceptual design, namely furnishings plan, building materials (interior and exterior); and project parameters (budget and schedule).

B. Meetings (Conceptual Design)

1. (Up to 10) Individual informational interviews
2. (1 or 2) Library Programming Meetings with SMCL and City's Project Manager
3. (1 or 2) Meetings with Stakeholder Group (including SMCL representatives)
4. (1 or 2) Meetings with City
5. (up to 4) Meetings with Agencies (Planning, Building, Fire, Public Works)
6. Internal design team meetings

C. Submittals (Conceptual Design)

1. Updated May 2014 Library Building and Site Program
2. Updated Design Schedule
3. Updated Site Analyses
4. Updated Site/Floor Plan with Furnishings
5. Assembly of building materials (interior and exterior) samples to set palette (material, color and texture)
6. Update preliminary design estimates (building and furnishings) as rough order of magnitude based on costs per square foot. (Update of conceptual design level construction cost estimate dated 10/30/15)
7. Physical Massing Study Model

D. Needed from City and SMCL (Conceptual Design)

NOTE: Items 1-8 are required to commence Schematic Design.

1. Compilation of relevant project documents.
2. Demolition of existing building and trees.

3. Boundary, Corner/Record of Survey, Topographic Survey at minimum 1"=20'including location, rim and invert of gravity utilities and location of dry utilities and other buried utilities within project area. (Can be provided by BKF under separate contract.)
4. Utility Information & Capacities.
5. Geotechnical Report.
6. Information from SMCL:
   a. Library materials collection (number and type of collection items, and display and storage requirements)
   b. Library equipment, specialty equipment (including A/V equipment) and furnishings requirements
   c. List (including name, dimensional size and power, telecom, access and special requirements, etc.) of library furnishings, fixtures and equipment to be used in the new Brisbane Library
   d. List of preferred venders for furnishings and shelving available to assist with pricing
7. Overall project management including overall project budget and schedule, and coordination of owner's responsibilities – off-site utilities, communications with utility companies and agencies, etc.
8. Conceptual Design Approval. (Consultant shall not proceed with the next phase until it has received City's written instructions to proceed.)

II. Schematic Design (including Design Permit Submittal)

A. Process (Schematic Design / Design Permit)

1. Deep Green Dive — Conduct a collaborative work session with Design Team, City and interested members of Stakeholders Group to confirm sustainable goals for project and brainstorm strategies.
2. Refine design, furniture plan (to include preliminary new furniture, fixture and equipment purchase list provided by SMCL, and updated palette of interior colors, materials and finishes) and massing model for Stakeholders Group and SMCL input, and City's guidance and direction.
3. Prepare Schematic Design level drawings, submittal and presentations for Design Permit and Council Review
4. Using Conceptual Design Estimate as a base, update Construction Cost Estimate and identify any potential cost add-ons/deducts.
5. Establish an initial itemized furniture budget.

B. Meetings (Schematic Design / Design Permit)

1. (1 or 2) Meetings with City
2. (1 or 2) Meetings with Stakeholder Group
3. (1) Public Informational Meeting for public review and comment on design
4. (1) City Council presentation
5. Internal design team meetings

C. Submittals (Schematic Design / Design Permit)

1. Schematic Design / Design Permit Submittal -- Ten copies and "camera-ready" PDF of the following materials

a. Schematic Design (Design Permit) Drawings

(1) Architectural

- Floor Plan with Furniture Plan
- Site Plan (with Roof Plan) showing property lines, setbacks, limits of work, any proposed changes to walkways or roadways, parking, and site ADA requirements, shown in context of adjacent buildings and fences.
- Exterior elevations showing building, fencing, gates, exterior lighting, retaining walls, exterior signage and other site improvements.
- Primary interior elevations, building sections and typical wall sections with heights.
- Preliminary reflected ceiling plan for conceptual lighting scheme

(2) Civil Engineering

- Demolition Plan (Assumes existing building has been removed) showing demolition at edge and conform locations.
- Conceptual Grading and Drainage Plan – preliminary building finish floor and site spot finish grade elevations, preliminary drainage and stormwater management facilities and overland release flows.
- Preliminary design water quality C.3 calculations (i.e. impervious areas, tributary drainage areas, storm outfall flows, BMP sizing, etc.) necessary to confirm the preliminary planning design proposed for Design Review. Stormwater Management Impervious Surface worksheets and forms will be completed.
- Conceptual Utility Plan – showing new connections to the building, removal of existing utilities (for water, sanitary sewer) and location of fire line Double Check Detector Assembly (DCDA)
- Grading and drainage plan with preliminary cut and fill calculations

(3) Landscape Architecture

- Location of existing trees
- Hardscape and finish grading to accommodate new entrances
- Conceptual-level landscape plan
- Narrative on proposed irrigation

(4) Structural

- Preliminary schematic plans and/or sketches
- Description narrative and review of geotechnical report

(5) Mechanical/Plumbing – Descriptive narrative for HVAC, plumbing, fire sprinkler and natural gas (if required) systems and drawing and diagrams showing:

- Single line layouts with approximate sizing of major duct and piping systems on architectural backgrounds.
- Space assignment, sizes, etc. of HVAC equipment and mechanical rooms.
- Adequate information on sprinkler system.

(6) Electrical

- Descriptive narrative of power and telecommunications, lighting and lighting control systems
- Conceptual lighting sketches on basic lighting design direction and fixture selection

(7) Rainwater Catchment System – Descriptive narrative

- System concept of the rainwater system and preliminary system requirements; space planning, plumbing, electrical and mechanical coordination.

b. Additional Schematic Design / Design Permit Requirements (included in drawings or organized into Schematic Design / Design Permit Report)
   (1) Updated Exterior Renderings – (3) total
   (2) Photographs of site
   (3) Material and Color Sample board and samples
   (4) Design considerations narrative
   (5) Basis of design and descriptive narratives prepared by Plumbing, Mechanical, Electrical, and Water Catchment Engineers/Consultants
   (6) Schematic Design Level Green Building Documentation per section 15.80.030
   (7) LEED Checklist showing targeted sustainable design measures
   (8) Stormwater Management Impervious Surface worksheets and forms (including Filtration and Rainwater Harvesting)
   (9) Updated probable construction costs and updated project schedule. Identify the cost impact of any "add-on" or deduct options, and also identify any impact to the project schedule as a result of including or excluding these options.
   (10) Updated design schedule
   (11) Updated summary (square footage) of areas and adjacencies

D. Needed from City (Schematic Design / Design Permit)

1. Construction Budget. The City will establish an updated target construction budget indexed to then-current dollars based on Consultant's schematic design documents, probable construction cost estimates, and cost impacts of add-on/deducts.
2. City Council review of Schematic Design
3. Approval to proceed to Design Development. Consultant shall not proceed with the next phase until it has received City's written instructions to proceed.

III. Design Development

A. Process (Design Development)

1. Advance building and site design to DD level. Fix and describe size and character of the architecture and integrate with structural, plumbing, mechanical, electrical, civil, rainwater catchment, signage and library systems based on input from Council, Planning commission, Stakeholders Group and City.
2. Refine and finalize furniture plan and palette of interior colors, materials, and finishes. Prepare presentation boards showing final furniture, fabric selections/designs, and interior palette. Update furniture budget. Develop preliminary specifications for furniture equipment. Present proposed main body and any trim colors for exterior painting of entire building.
3. Update probable construction costs and propose reduction strategies if necessary. Consultant shall be responsible for providing a design that can be built within the target budget, as determined by probable construction cost estimate, approved by the City, and confirmed by outside peer review.
4. Review External Cost Estimate and Constructability Review performed by others.

5. Finalize Design Development Design level drawings and Design Development Report submittal and presentations for Council Review.
6. Building Permit. Provide information and plans needed to complete the Community Development Department's application for City approval. Meet with building permit review staff as needed to refine plans.

B. Meetings (Design Development)

1. (2) Meetings with City (and City's Construction Manager)
2. (2) Meetings with Stakeholder Group
3. (1) City Council presentation
4. (1) Meeting with Building Department staff
5. Internal design team meetings

C. Submittals (Design Development)

1. Design Development Copies/Deliverables - ten copies of the following and make available "camera-ready" copies of design development drawings, specifications and the design development design report.

a. Design Development Drawings

(1) Architectural

- Site plan (with roof plan) showing property lines, setbacks, limits of work, any proposed changes to walkways or roadways, parking, and site ADA requirements
- One set of floor plans – floor plan and reflected ceiling plan
- Furniture Layout Plan
- Building Elevations
- Fences and Gate Elevations
- Building Sections
- Interior Elevations
- Typical wall sections
- Building sections
- Preliminary exterior and interior details to include window and door selections, skylights, etc. and related schedules
- Finish Schedule

(2) Civil Engineering

- Demolition Plan/Existing Conditions.
- Grading and Drainage Plan (with calculations for Stormwater Management Best Management Practices and integrating low impact design elements such as bioretention areas, infiltration trenches, pervious paving and flow-through planters developed with design team). Grading plan limited to the open space outside of the building envelope on the project site, utility connections to the street, and new ADA parking stall and sidewalk/curb access within the public right of way immediately adjacent to the site.
- Utility Plan (including location of fire line DCDA).
- Erosion Control Plan
- Site Improvements
- Preliminary details

(3) Landscape Architecture

- Hardscape and finish grading plan.
- Planting plan.
- Fences, gates, built-in site furnishings such as seat walls, site furniture
- Preliminary details.

(4) Structural
- Development the selected structural system to define the sizes of the major framing elements in framing and foundation plans.
- Key details of the primary structural system.

(5) Mechanical/Plumbing
- Plans showing double line layouts of major duct and piping systems on architectural backgrounds, with single line branch designations.
- Plans showing space assignment, sizes, etc. of HVAC equipment and mechanical rooms.
- Riser diagrams showing plumbing, HVAC and any special process piping distribution systems.
- Sections through critical areas showing coordination of architectural, structural, mechanical and electrical elements.
- Preliminary building (energy and thermal) modeling
- Heating and cooling load calculations.
- Automatic Fire Sprinkler Design showing all layouts required for sprinkler permit.

(6) Electrical
- Power plan, telecommunication plan and data/computer plan to show location of power and data mains and branches to facilitate furniture, equipment layout and design.
- Power plan, telecommunications plans and computer/computer plans showing location of main runs, branch circuits, switches and electrical/data outlets.
- Riser diagrams showing arrangements of feeds, sub-feeders, buss ducts, load centers and branch circuit panels.
- Lighting fixture layout coordinated with ceiling system.
- Light level calculations.

(7) Rainwater Catchment System
- Detailed design of selected rainwater catchment system (system schematic, equipment room layout, sequence of operation
- Drawing(s) of rainwater treatment system
- Coordination with plumbing and drainage systems

(8) Signage
- Design development level signage design drawings

b. Additional Design Development Requirements (included in DD Report)

(1) Outline Specification
(2) Cut sheets on equipment, fixtures and furnishings
(3) NPDES C.3 Compliance Forms (completed with information from City of Brisbane and County of San Mateo)
(4) Updated probable construction cost estimate
(5) Updated design schedule

D. Needed from City (Design Development)

1. City Council review of DD package.
2. Updated overall project schedule.
3. City's Construction Manager to review the provided updated probable construction cost estimate and conduct a constructability review analysis of Design Development submittal.
4. Approval of Design Development package. Consultant shall not proceed with the next phase until it has received City's written instructions to proceed.

IV. Construction Documents

A. Process (Construction Documents)

1. Advance design documentation to 85% Construction Documents and Technical Specifications final draft to be used for coordination and for final probable construction cost estimate.
2. Complete a final probable construction cost estimate to the city, and propose changes if necessary to stay within the city's established construction budget.
3. Finalize Construction Documents consisting of Working Drawings and Technical Specifications for Building Permit Submittal for City's approval. (City shall provide "front-end" specifications of Project Manual including Instruction to Bidders, Contract, General Conditions and Division 1.)
   a. Construction Drawings and Specifications shall be sufficient for the construction of the project.
   b. Specifications shall also include approved final furniture plan (including technical requirements for purchase) and approved interior palette.
4. Building Permit. Provide information and plans needed to complete the Community Development Department application for City approval. Meet with building permit review staff as needed to refine plans for resubmittal. Obtain final permit.
5. After receipt of City's approval of Working Drawings, Technical Specifications, and results/changes based on external cost estimate and constructability review, assemble "bid-ready" specifications and drawings.

B. Meetings (Construction Documents)

1. (Up to 4) Meetings with City
2. (1) Coordination meeting with Building Department Staff

C. Submittals (Construction Documents)

1. Updated Statement of Probable Construction Cost (include furniture purchase costs in this statement)
2. Ten copies of Construction Documents (drawings, technical specifications CSI format Division 2 through 32, structural calculations, energy compliance certification and calculations, NPDES C.3 Compliance Forms, storm drain hydrology and hydraulics calculations and storm water management best management practices calculations) for Building Permit and "camera-ready" PDF copies
3. Building Permit Set Resubmittal including Building Department permit comments
4. Ten copies of Construction Documents for Bidding and make available "camera-ready" PDF copies

5. Schedule for submission of submittals and shop drawings

D. Needed from City(Construction Documents)

1. City shall provide draft "front-end" specifications for coordination during CD phase and final "front-end" documents
2. Community Development Department Review of Building Permit Set

V. Public Bidding

A. Process (Public Bidding)

1. Assist the City of Brisbane and Project Manager in obtaining a successful public bid of the project and manage the design team through the bidding and bid addendum process.
2. Assist the City of Brisbane and City's Project Manager to issue the set for public bid.
3. Coordinate and manage efforts of design consultants

B. Meetings (Bidding):

1. Notice Inviting Bids
2. Bid walk-though
3. Bid Opening

C. Deliverables (Bidding):

1. Two Addenda to Bid Set
2. Conform Set for Construction (incorporating accepted addendum items)

D. Needed from City of Brisbane (Bidding):

1. Bid advertising and solicitation
2. Bid process management and oversight
3. Primary point of contact by Bidders
4. Coordination, review, approval and formal issuance of addendum items

VI. Construction Administration & Project Close-Out

A. Process (CA & Close-out)

1. Support the City of Brisbane and the Contractor in the construction of the project in accordance to the contract documents, schedule and budget; and in the turnover of a complete project for user occupancy and ongoing operations and maintenance.
2. Lead the design team and coordinate with the contractor, City of Brisbane and Project Manager during construction.
   a. Response to field inquiries and RFI's.
   b. Review submittals and coordination of reviews by City of Brisbane.
   c. Develop and issue Supplemental Instructions.
   d. Review change order proposals and change orders prepared by others.
   e. Attend regularly scheduled project construction meetings. (GC to lead meetings and issue minutes.)
   f. Perform quality-assurance/field observation walks following regularly scheduled project meetings.
   g. Coordinate code-related changes to the project with City of Brisbane.
3. Manage the Design Team's final review and punch list efforts

a. Coordinate the design team and perform punch list walks, and issue in writing to GC the observations or corrections required for inclusion in punch list.
b. Conduct two rounds of on-site review.
c. Approve completed punch list.

4. Prepare final commissioning report.
5. Review (and manage Design Team's review) of as-built drawings.
   a. Review GC's as-built drawings for architectural, civil, landscape, structural, plumbing, mechanical, electrical and lighting, and coordinate effort to complete Record Set for project prepared by GC.
   b. Review all Operations & Manual submittals for accuracy and completeness.

B. Meetings (CA & Close-out)

1. Up to 50 construction meetings with S&S representatives. (Fee assumes a 12-month construction and close-out period)
2. Three site walks total with S&S representatives for punch list
3. Consultant site meetings and visits during construction and for punch list:
   a. KPa+d (interiors and furnishings) – 6 site meetings
   b. IDA (structural engineer) – 3 meetings
   c. H&M (plumbing, mechanical and fire sprinkler engineer) – 2 meetings
   d. OM&M (electrical engineer and lighting designer) – 2 meetings
   e. BKF (civil engineer) – 2 meetings
   f. LE (rainwater catchment system designer) – 2 meetings
   g. MC (landscape architect) – 3 meetings

C. Needed from City (CA & Close-out)

1. Overall Project management
2. Coordination with City's consultants including but not limited to Construction Manager and Testing Agencies
3. Coordination with City's utility providers
4. Attendance at Construction Meetings
5. Timely review of CA correspondence (Construction Meeting Minutes, Submittals, RFI's, Supplemental Instructions, Pay Applications, Change Order Requests, etc.)

E. OPTIONAL ADDITIONAL DESIGN SERVICES

The following items are not included in the Design Team's scope of work as outlined above. These services can be added to the scope (with a fee amendment) or carried out as additional services on an hourly basis with authorization from the City.

1. Redesign of project or aspects thereof after establishment of design direction at the Design Permit approval and as documented in the DD set. This includes changes required by:
   a. Redesign due to change of the design concept or in issued (and approved) plans/drawings.
   b. Owner-initiated changes after Design Permit approval
   c. Additional geotechnical input
   d. Revised construction scope due to the construction cost escalation or unforeseen site

conditions
   e. City findings, stipulations, re-submittals or continuances
2. Meetings additional to those listed in scope
3. Renderings by professional illustrator additional to the three included in the scope of work
4. Boundary, Corner/Record of Survey, and Topographic Survey: A current design level topographic base map at a scale of 1"=20' using ground surveying methods shall be performed by others and provided to project team prior to the start of concept design. This survey shall include the location, rim, and invert of gravity utilities and location only 'dry' utilities within the project area along with evidence of other buried utilities. A record boundary for the project for use in design and building permit shall be part of the survey.
5. Library Collection Program including:
   a. Library materials collection (number and type of collection items, and display and storage requirements)
   b. Library equipment, specialty equipment (including A/V equipment) and furnishings requirements
   c. Inventory (name, dimensional size and power, telecom, access and special requirements, etc.) of existing library furnishings, fixtures and equipment to be reused in new Brisbane Library
6. LEED documentation, submittal and certification (NOTE: Building designed to meet LEED Silver as tracked on the LEED Checklist 2009 Version 3.)
7. Daylighting modeling (Additional service fee provided and service recommended to best achieve sustainability design goals.)
8. Enhanced commissioning of mechanical and electrical systems
9. Building Dashboard – real-time tracking of building performance
10. Community meetings, and enhanced web-based community outreach and surveys
11. Advanced technology and A/V systems (Basis A/V infrastructure design to support flat panel displays with speakers and amplifier (and not including library wide public announcement system).
12. Telephones, computers, and other equipment selection, specification and purchase
13. Public Announcement Systems design and specification
14. Commercial Kitchen design
15. Photovoltaic system
16. Security System design
17. Specialty Keying/Access control
18. Elevator design (elevator not included in scope of one story building)
19. Off-site improvements beyond the public-right-away and open space outside the building envelop on the project site.
20. Add / Deduct Alternate documentation for Public Bid
21. Separate permit sets for building, grading or phasing
22. Instructions to Bidders, Construction Contract and front-end section of Project Manual
23. Construction meeting agendas and minutes
24. Warrantee walks at eleven months post-construction
25. QSD Services/Storm Water Pollution and Prevention Plan (SWPPP): A SWPPP, the Notice of Intent, and Notice of Termination. Contract requirements shall specify these items to be the responsibility of the GC.
26. QSP Services: Site monitoring to conform to the State Water Resources Board requirements.

Contract requirements shall specify these items to be the responsibility of the GC.

27. Record Drawings Contract requirements shall specify these items to be the responsibility of the GC.

F. SERVICE EXCLUSIONS

The following items are excluded from the Design Team's scope of work:

1. Overall project management beyond managing the S&S consultant design team
2. Hazardous material survey, report and abatement
3. Title Report
4. Geotechnical, geothermal or other investigative reports or surveys. At a minimum for civil engineering, the geotechnical report should address the required paving structural sections, earthwork and compaction recommendations, soil bearing pressures, surcharge pressures, settlement issues, soil infiltration/percolation rates, groundwater levels, and corrosion recommendations. □
5. Utility research: Contact utility companies that serve the site or have utilities within the adjacent streets, gather the available record drawings and/or block maps to depict the record location of the utilities superimposed onto the existing topographic survey.
6. Existing Utility Capacities: Unless otherwise addressed, confirmation that existing utilities have adequate capacity to serve the proposed improvements, that they are adjacent to the site frontage and do not require main extensions, and that utility system capacity studies are not required.
7. PG&E coordination.
8. Professional evaluations, environmental information or correspondence required by CEQA including Environmental Impact Report and related effort, documentation and forms
9. Traffic studies
10. Life cycle cost analysis
11. Deconstruction documents
12. Traffic Control Plan and Construction Haul Route Plan
13. Pot-holing during construction

H. COMPENSATION

1. Please see agreement letter and Exhibit B for total compensation amount.
2. EXHIBIT B FEE SUMMARY proposes distribution for the total compensation amount. Fees listed on this spreadsheet may be re-distributed internally within the team at the Architect's discretion.
3. An allowance for reimbursable expenses is shown on EXHIBIT B. Reimbursable expenses are additional to fee and will be invoiced at 1.10 times invoiced costs. Reimbursable expenses include:
    a. Reproduction, plotting, and handling of drawings and specifications
    b. Tolls & Mileage (at IRS 2016 mileage rate of $ .575/mile for project-related trips beyond 25 miles radius of project site)□
    c. Delivery expenses
    d. Special project-related materials such model materials, etc.
4. Additional services shall be billed on an hourly basis or against an agreed to scope and fee.
5. Hourly rates for additional services will be calculated using the following rates:

Architects - Siegel & Strain Architects	
Principal	$200
Project Manager/Architect	$165
Designer	$105 to $150
Technical Specifier	$115 to $158
Clerical	$70 to $95
Architects (Interiors and FF&E) - Karin Payson architecture + design	
Principal	$195
Senior Architect	$125 to $165
Designer	$80 to $100
Clerical	$60
Structural Engineers - IDA Structural Engineers	
Principal	$225
Associate	$150 to $180
Structural Engineer	$135 to $180
Structural Designer/CAD Operator	$95 to $110
Clerical	$60
Plumbing, Mechanical Engineering - H&M Mechanical Group	
Principal	$ 237
Engineer	$183
Designer & CAD Operator	$109 to $134
Administration	$85
Electrical Engineering & Lighting Design - O'Mahony & Myer Electrical	
Principal	$190
Project Electrical & Lighting Eng	$125
Electrical/Lighting Designer	$110
CAD supervisor & Technician	$85 to $95
Administrative	$65
Landscape Architect - Miller Company	
Principal	$210
Project Manager/Architect	$135
Landscape Architect	$125
Project Assistant	$110
Civil Engineering - BKF Engineers	
Principal	$215 - 236
Associate	$187
Project Manager	$177 - $183
Engineering	$115 - $164
Design & Drafting	$115 - $151
Project Support	$61 - $72
Rainwater Catchment – Litzenberger Engineering	
Project Engineer	$110
Acoustical Consulting - Acoustic Arts and Engineering	
Principal	$150
Signage - Donnelly Design	
Principal	$215
Project Manager	$150

Senior Designer	$150
Designer	$125
Junior Designer	$100
Construction Cost Estimating - TBD Consulting	
Principal	$175 - $184
Project Manager	$165 - $163
Senior Controller	$155 - 163
Assistant Estimator	$125 - 131
Administrative/Technical Support	$75 - $79

6. Hourly rates may be adjusted annually at the beginning of the year.

I. PAYMENTS TO THE ARCHITECT

1. Payments for services shall be made in accordance with the Agreement for Professional Services.

J. DESIGN AND DELIVERABLE SCHEDULE

1.	Conceptual Design Phase	1.5 months from start of project
2.	Schematic Design / Design Permit Phase	2.5 months from time of City approval
3.	Design Development Phase	1.5 months from time of City approval
4.	Construction Documents Phase	2.5 to 3.5 months from time of City approval
5.	Public Bidding	1.5 months (estimated)
6.	Construction Administration & Project Close-out	12.0 months (10 months for CA, 2 months for Close-out)

END OF DOCUMENT

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Fee Summary for Architectural, Engineering and other Consultant Services

Concept Design through Construction Administration & Project Close-out

SIEGEL & STRAIN ARCHITECTS / Karin Payson architecture + design

Discipline	Firm	Concept	Schematics	Design Dev	Const Docs	Bid/Permit	CA/Close-out	Totals
Basic Services								
Architecture / Technical Specifications	S&S/KPa+d	$18,000	$49,000	$58,000	$75,000	$3,500	$116,500	$320,000
Furnishing & Shelving	KPa+d	$7,000	$8,000	$9,000	$13,000	$500	$10,000	$47,500
Structural	IDA	--	$4,500	$12,000	$25,500	$1,500	$10,900	$54,400
Mech/Plumbing (inc Cal Green Commissioning)	H&M	--	$3,000	$5,000	$9,000	$600	$4,400	$22,000
Electrical / Lighting / Telecom / Basic AV	O'Mahony & Myer (OMM)	--	$3,200	$11,840	$15,360	$1,500	$8,000	$39,900
Rainwater Catchment System	Litzenberger Engineering	$900	$1,100	$1,400	$2,500	$900	$900	$7,700
Civil	BKF Engineers	--	$6,000	$13,500	$18,500	$1,000	$5,000	$44,000
Landscape	Miller Company	$2,000	$3,000	$5,500	$8,500	$1,500	$4,000	$24,500
Cost Estimating	TBD Consultants	$1,500	$5,500	$7,500	$8,500	--	--	$23,000
Building Acoustics	Acoustic Arts & Engineering	--	$1,400	$3,000	$3,200	--	$1,200	$8,800
Signage	Donnelly Design	$1,300	$3,500	$4,500	$5,500	$700	$4,000	$19,500
Subtotal for Consultants (excluding KPa+d)		**$5,700**	**$31,200**	**$64,240**	**$96,560**	**$7,700**	**$38,400**	**$243,800**
Mark-up on Consultants (10%)		**$570**	**$3,120**	**$6,424**	**$9,656**	**$770**	**$3,840**	**$24,380**
Total Proposed Fee		**$31,270**	**$91,320**	**$137,664**	**$194,216**	**$12,470**	**$168,740**	**$635,680**
Allowance for Reimbursable Expenses (Direct cost + 10%)								$15,000

Notes on reimbursable expenses:

> The proposed allowance for reimbursable expenses are additional to the total proposed fee.

> Reimbursables costs include plotting and printing of documents, model supplies and other direct job-related expenses.

> The proposed allowance includes printing costs for (10 sets of documents for SD/Design Permit, DD, 80% CD and Permit Set) but not for producing the documents necessary for project bidding.