AGREEMENT AMENDMENT
City Manager’s Office
701 Laurel St., Menlo Park, CA 94025
tel 650-330-6620

Amendment #: 2725.1

AGREEMENT FOR SERVICES BETWEEN
THE CITY OF MENLO PARK AND NOLL AND TAM ARCHITECTS

THIS FIRST AMENDMENT is made and entered into this 6/5/2020, by and between the CITY OF MENLO PARK, a Municipal Corporation, hereinafter referred to as “CITY,” and NOLL AND TAM ARCHITECTS, hereinafter referred to as “FIRST PARTY.”

1. Pursuant to Section 2. Schedule of Work of Agreement No. 2725, (“Agreement”), Section 2. Schedule of Work of Agreement [amendment to section] to read as follows”

“FIRST PARTY’s proposed schedule for the various services required pursuant to this agreement will be as set forth in Revised Exhibit "A-1," Scope of Services. CITY will be kept informed as to the progress of work by written reports, to be submitted monthly or as otherwise required in revised Exhibit "A-1."

2. Pursuant to Section 24. Term of Agreement No. 2725, (“Agreement”), Section 24. Term of Agreement [amendment to section] to read as follows”

“This agreement shall remain in effect for the period of July 1, 2019 through January 31, 2021 unless extended, amended, or terminated in writing by CITY."

Except as modified by this Amendment, all other terms and conditions of Agreement No. 2725 remain the same.

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

SIGNATURE PAGE TO FOLLOW
FOR FIRST PARTY:

Christopher Noll

Signature

Printed name

Tax ID 94-3362668

APPROVED AS TO FORM:

Cara E. Silver, Interim City Attorney

FOR CITY OF MENLO PARK:

Starla Jerome-Robinson, City Manager

ATTEST:

Judi A. Herren, City Clerk

Date

Principal

Title

Tax ID# 94-3362668

6/4/2020

Date

6/4/2020

Date

6/4/2020

Date

6/5/2020
SCOPE OF WORK

For A/E Services for the

Menlo Park Belle Haven Library

July 18, 2019

PROJECT DESCRIPTION

A. Design Concept:
Consultant shall assist in site selection and design options for the Menlo Park Belle Haven Library, based
upon program and scope provided by the City of Menlo Park.

B. Building Data
Existing branch: 12,000 sf
Number of Stories: 1 or 2
Building Type and Code Classification will vary with each site and will be part of the analysis.

C. Sustainable Goals
To be determined.

D. Budget
Construction and Total Project Budget: To be determined.

E. Schedule:
Preliminary Schedule:

| Pre-design and Site Selection | July – August 2019 |
| Conceptual Design             | September – October 2019 |
| Cost Estimation               | November 2019 |
| Recommendations               | December 2019 – January 2020 |

F. Assumptions and Owner / Client Documentation:
None.

I. PRE-DESIGN AND SITE ANALYSIS (July – August 2019)

A. Project Kick-off
We will start off with a Kick-Off Meeting in which we will meet with the leadership from the Library and the
City and define the project goals, parameters for the work, decision making process, community outreach
process, and project deliverables.

B. Site Analysis
Site Research, focusing on city-owned parcels in the Bell Haven neighborhood, to explore a range of
potential options. Our research process may include reaching out to existing property owners and other
institutions to determine the feasibility of an option. We will work closely with staff and the other
stakeholders as we perform this research, and keep the investigation focused on the alternatives most
likely to succeed.
We will use the Library Program we developed in the last phase of the process as the basis of our planning. We already have a program for what functions will be in the building, plus the square footage necessary, and will develop other site criteria such as parking demand, need for outdoor spaces, and other parameters we can use to evaluate potential sites. For each potential site we will overlay the program criteria and make an initial assessment as to the suitability of a site for further consideration. After eliminating properties that can’t meet the basic criteria, we will develop a ranking system for each site with an assessment of its suitability and a list of opportunities and constraints for consideration by City staff, and then the public.

C. Public Engagement
The public engagement process will be critical to the success of this work. Based upon our previous community outreach efforts with this community, we have developed a good understanding of what the community values, who the key participants are and what drives each of them, and what the key issues are that will need to be addressed. The RFP notes that we are to utilize the ILG’s TIERs Public Engagement Framework, which we have familiarized ourselves with, and are happy to use as a framework. As with any public engagement process, any approach needs to be thoughtfully tailored to the specific community, so we will develop the detailed community engagement approach and methodology in close collaboration with City staff, so we have the best chance of success.

D. Meetings
Kickoff Meeting
Staff Coordination meetings (4)
Stakeholder Focus Group Meetings (2)
Community Meetings (3)

E. Deliverables
Site Development Program
Initial analysis of a range of site alternatives
Focused analysis of selected alternatives
Presentation materials for staff, stakeholders, and community meetings

II. CONCEPTUAL DESIGN [September – October 2019]

A. Conceptual Design Alternatives
Based upon the results of the community feedback and internal team discussions and evaluations, we will further develop a certain number of the selected conceptual design alternative. How many is to be determined, but there would be at least three, possibly as many as six or eight if there seemed to be that many viable alternatives worth considering.

B. Meetings:
Staff Coordination meetings (4)
Stakeholder Focus Group Meetings (2)
C. **Deliverables For Each Alternative (3-6):**
   - Site Plan
   - Diagrammatic floor plans to scale with program areas delineated
   - General architectural character
   - Massing Models

**III. COST ESTIMATION [November 2019]**

A. **Process**
   We will work closely with our cost estimator to ensure that the estimates accurately reflect the scope of work in the design. We will prepare a separate estimate for every alternative that is selected for further development.

B. **Meetings:**
   - Staff Coordination meetings (3)
   - Community / City Council Meetings (2)

C. **Deliverables For Each Alternative (3-6):**
   - Cost Estimate
   - Preferred Conceptual Design Alternative

**IV. RECOMMENDATIONS [December 2019 – January 2020]**

A. **Recommend Site Option and Conceptual Design Alternative**
   We know that there is a lot of public interest in this project, and there will still be a variety of opinions about what the best approaches might be. After incorporating all feedback, we will present our recommendation to the City Council at a public meeting. Prior to that, or possibly after, we propose to conduct a final community meeting to explain the decisions made and help the community visualize the path forward.

B. **Meetings:**
   - Staff Coordination meetings (4)
   - Community Meeting
   - City Council Meeting

C. **Final Report:**
   - Site Analysis
   - Conceptual Site and Building Design
   - Supporting Analysis
   - Implementation Plan
   - Summary of Community Process
   - Cost Estimates
V. SCHEDULE OF BILLING RATES

A. Professional Billing Rates:
The work will be completed on a time & materials basis in accordance to the following hourly rates:

<table>
<thead>
<tr>
<th>Role</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Principal</td>
<td>$220 - $240</td>
</tr>
<tr>
<td>Associate Principal</td>
<td>$170 - $185</td>
</tr>
<tr>
<td>Project Manager / Senior Technical Architect/PM</td>
<td>$175 - $180</td>
</tr>
<tr>
<td>Senior Technical Staff</td>
<td>$155 - $165</td>
</tr>
<tr>
<td>Designer</td>
<td>$135 - $150</td>
</tr>
<tr>
<td>Project Assistant</td>
<td>$105 - $110</td>
</tr>
</tbody>
</table>

B. Reimbursable Expenses:
Reproduction, travel outside the Bay Area, renderings, computer models, physical models, postage, messengers, and other usual expenses will be billed at 1.15 times actual cost.

Additional Services per Amendment term extension agreed. - Scope of Services

Services to be provided shall include support services for the Belle Haven Community Center and Library project including but not limited to:
1. Program Review
2. Space Planning Review
3. Architectural and Engineering review
4. Integration of Library and Community Services programming
5. Fixtures Furniture and Equipment (FF&E) Support
6. Automation / self-service support
7. Estimating and Budget support
8. Sustainability / LEED support and review
PROFESSIONAL SERVICES AGREEMENT
City Manager’s Office
701 Laurel St., Menlo Park, CA 94025
tel 650-330-6620

AGREEMENT FOR SERVICES BETWEEN
THE CITY OF MENLO PARK AND NOLL AND TAM ARCHITECTS

THIS AGREEMENT made and entered into at Menlo Park, California, this 23rd day of
July, 2019, by and between the CITY OF MENLO PARK, a Municipal
Corporation, hereinafter referred to as "CITY," and NOLL AND TAM ARCHITECTS, hereinafter
referred to as "FIRST PARTY."

WITNESSETH:

WHEREAS, CITY desires to retain FIRST PARTY to provide certain professional services for CITY in
connection with that certain project called: Belle Haven Branch Library conceptual design

WHEREAS, FIRST PARTY is licensed to perform said services and desires to and does hereby
undertake to perform said services.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS, PROMISES AND
CONDITIONS of each of the parties hereto, it is hereby agreed as follows:

1. SCOPE OF WORK

In consideration of the payment by CITY to FIRST PARTY, as hereinafter provided, FIRST PARTY
agrees to perform all the services as set forth in Exhibit "A," Scope of Services.

2. SCHEDULE FOR WORK

FIRST PARTY’s proposed schedule for the various services required pursuant to this agreement will
be as set forth in Exhibit "A," Scope of Services. CITY will be kept informed as to the progress of work
by written reports, to be submitted monthly or as otherwise required in Exhibit "A." Neither party shall
hold the other responsible for damages or delay in performance caused by acts of God, strikes,
lockouts, accidents or other events beyond the control of the other, or the other’s employees and
agents.

FIRST PARTY shall commence work immediately upon receipt of a "Notice to Proceed" from CITY.
The "Notice to Proceed" date shall be considered the "effective date" of the agreement, as used
herein, except as otherwise specifically defined. FIRST PARTY shall complete all the work and deliver
to CITY all project related files, records, and materials within one month after completion of all of
FIRST PARTY’s activities required under this agreement.

3. PROSECUTION OF WORK

FIRST PARTY will employ a sufficient staff to prosecute the work diligently and continuously and will
complete the work in accordance with the schedule of work approved by the CITY. (See Exhibit "A,
Scope of Services).
4. COMPENSATION AND PAYMENT

A. CITY shall pay FIRST PARTY an all-inclusive fee that shall not exceed $131,956 as described in Exhibit "A," Scope of Services. All payments shall be inclusive of all indirect and direct charges to the Project incurred by FIRST PARTY. The CITY reserves the right to withhold payment if the City determines that the quantity or quality of the work performed is unacceptable.

B. FIRST PARTY's fee for the services as set forth herein shall be considered as full compensation for all indirect and direct personnel, materials, supplies and equipment, and services incurred by FIRST PARTY and used in carrying out or completing the work.

C. Payments shall be monthly for the invoice amount or such other amount as approved by CITY. As each payment is due, the FIRST PARTY shall submit a statement describing the services performed to CITY. This statement shall include, at a minimum, the project title, agreement number, the title(s) of personnel performing work, hours spent, payment rate, and a listing of all reimbursable costs. CITY shall have the discretion to approve the invoice and the work completed statement. Payment shall be for the invoice amount or such other amount as approved by CITY.

D. Payments are due upon receipt of written invoices. CITY shall have the right to receive, upon request, documentation substantiating charges billed to CITY. CITY shall have the right to perform an audit of the FIRST PARTY's relevant records pertaining to the charges.

5. EQUAL EMPLOYMENT OPPORTUNITY

A. FIRST PARTY, with regard to the work performed by it under this agreement shall not discriminate on the grounds of race, religion, color, national origin, sex, handicap, marital status or age in the retention of sub-consultants, including procurement of materials and leases of equipment.

B. FIRST PARTY shall take affirmative action to insure that employees and applicants for employment are treated without regard to their race, color, religion, sex, national origin, marital status or handicap. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training including apprenticeship.

C. FIRST PARTY shall post in prominent places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

D. FIRST PARTY shall state that all qualified applications will receive consideration for employment without regard to race, color, religion, sex, national origin, marital status or handicap.

E. FIRST PARTY shall comply with Title VI of the Civil Rights Act of 1964 and shall provide such reports as may be required to carry out the intent of this section.

F. FIRST PARTY shall incorporate the foregoing requirements of this section in FIRST PARTY's agreement with all sub-consultants.

6. ASSIGNMENT OF AGREEMENT AND TRANSFER OF INTEREST

A. FIRST PARTY shall not assign this agreement, and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of the CITY thereto, provided, however, that claims for money due or to become due to the FIRST PARTY from the CITY under this agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of an intended assignment or transfer shall be furnished promptly to the CITY.

B. In the event there is a change of more than 30 percent of the stock ownership or ownership in FIRST PARTY from the date of this agreement is executed, then CITY shall be notified before the date of said change of stock ownership or interest and CITY shall have the right, in event of such change in stock ownership or interest, to terminate this agreement upon notice to FIRST PARTY. In the event CITY is not notified of any such change in stock ownership or interest, then upon knowledge of same, it shall be deemed that CITY has terminated this agreement.
7. INDEPENDENT WORK CONTROL

It is expressly agreed that in the performance of the service necessary for compliance with this agreement, FIRST PARTY shall be and is an independent contractor and is not an agent or employee of CITY. FIRST PARTY has and shall retain the right to exercise full control and supervision of the services and full control over the employment, direction, compensation and discharge of all persons assisting FIRST PARTY in the performance of FIRST PARTY's services hereunder. FIRST PARTY shall be solely responsible for its own acts and those of its subordinates and employees.

8. CONSULTANT QUALIFICATIONS

It is expressly understood that FIRST PARTY is licensed and skilled in the professional calling necessary to perform the work agreed to be done by it under this agreement and CITY relies upon the skill of FIRST PARTY to do and perform said work in a skillful manner usual to the profession. The acceptance of FIRST PARTY's work by CITY does not operate as a release of FIRST PARTY from said understanding.

9. NOTICES

All notices hereby required under this agreement shall be in writing and delivered in person or sent by certified mail, postage prepaid or by overnight courier service. Notices required to be given to CITY shall be addressed as follows:

Justin I. C. Murphy
Public Works
City of Menlo Park
701 Laurel St.
Menlo Park, CA 94025
650-330-6740
nmelgar@menlopark.org

Notices required to be given to FIRST PARTY shall be addressed as follows:

Christopher Noll
Noll & Tam Architects
729 Heinz Avenue
Berkeley, CA 94710
510-649-2895
Chris.noll@nolliandtam.com

Provided that any party may change such address by notice, in writing, to the other party and thereafter notices shall be addressed and transmitted to the new address.

10. HOLD HARMLESS

The FIRST PARTY shall defend, indemnify and hold harmless the CITY, its subsidiary agencies, their officers, agents, employees and servants from all claims, suits or actions that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the FIRST PARTY brought for, or on account of, injuries to or death of any person or damage to property resulting from the performance of any work required by this agreement by FIRST PARTY, its officers, agents, employees and servants. Nothing herein shall be construed to require the FIRST PARTY to defend, indemnify or hold harmless the CITY, its subsidiary agencies, their officers, agents, employees and servants against any responsibility to liability in contravention of Section 2782.8 of the California Civil Code.
11. INSURANCE

A. FIRST PARTY shall not commence work under this agreement until all insurance required under this Section has been obtained and such insurance has been approved by the City, with certificates of insurance evidencing the required coverage.

B. There shall be a contractual liability endorsement extending the FIRST PARTY's coverage to include the contractual liability assumed by the FIRST PARTY pursuant to this agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to the CITY, at the address shown in Section 9, of any pending cancellation of the policy. FIRST PARTY shall notify CITY of any pending change to the policy. All certificates shall be filed with the City.

1. Workers' compensation and employer's liability insurance:
The FIRST PARTY shall have in effect during the entire life of this agreement workers' compensation and Employer's Liability Insurance providing full statutory coverage. In signing this agreement, the FIRST PARTY makes the following certification, required by Section 18611 of the California Labor Code: "I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Code, and I will comply with such provisions before commencing the performance of the work of this agreement" (not required if the FIRST PARTY is a Sole Proprietor).

2. Liability insurance:
The FIRST PARTY shall take out and maintain during the life of this agreement such Bodily Injury Liability and Property Damage Liability Insurance (Commercial General Liability Insurance) on an occurrence basis as shall protect it while performing work covered by this agreement from any and all claims for damages for bodily injury, including accidental death, as well as claims for property damage which may arise from the FIRST PARTY's operations under this agreement, whether such operations be by FIRST PARTY or by any sub-consultant or by anyone directly or indirectly employed by either of them. The amounts of such insurance shall be not less than one million dollars ($1,000,000) per occurrence and one million dollars ($1,000,000) in aggregate, or one million dollars ($1,000,000) combined single limit bodily injury and property damage for each occurrence. FIRST PARTY shall provide the CITY with acceptable evidence of coverage, including a copy of all declarations of coverage exclusions. FIRST PARTY shall maintain Automobile Liability Insurance pursuant to this agreement in an amount of not less than one million dollars ($1,000,000) for each accident combined single limit or not less than one million dollars ($1,000,000) for any one (1) person, and one million dollars ($1,000,000) for any one (1) accident, and Three Hundred Thousand Dollars, ($300,000) property damage.

3. Professional liability insurance:
FIRST PARTY shall maintain a policy of professional liability insurance, protecting it against claims arising out of the negligent acts, errors, or omissions of FIRST PARTY pursuant to this agreement, in the amount of not less than one million dollars ($1,000,000) per claim and in the aggregate. Said professional liability insurance is to be kept in force for not less than one (1) year after completion of services described herein.

C. CITY and its subsidiary agencies, and their officers, agents, employees and servants shall be named as additional insured on any such policies of Commercial General Liability and Automobile Liability Insurance, (but not for the Professional Liability and workers' compensation), which shall also contain a provision that the insurance afforded thereby to the CITY, its subsidiary agencies, and their officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy, and that if the CITY, its subsidiary agencies and their officers and employees have other insurance against a loss covered by a policy, such other insurance shall be excess insurance only.

D. In the event of the breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, CITY, at its option, may, notwithstanding any other provision of this agreement to the contrary, immediately declare a material breach of this agreement and suspend all further work pursuant to this agreement.

E. Before the execution of this agreement, any deductibles or self-insured retentions must be declared to and approved by CITY.
12. PAYMENT OF PERMITS/LICENSES

Contractor shall obtain any license, permit, or approval if necessary from any agency whatsoever for the work/services to be performed, at his/her own expense, before commencement of said work/services or forfeit any right to compensation under this agreement.

13. RESPONSIBILITY AND LIABILITY FOR SUB-CONSULTANTS AND/OR SUBCONTRACTORS

Approval of or by CITY shall not constitute nor be deemed a release of responsibility and liability of FIRST PARTY or its sub-consultants and/or subcontractors for the accuracy and competency of the designs, working drawings, specifications or other documents and work, nor shall its approval be deemed to be an assumption of such responsibility by CITY for any defect in the designs, working drawings, specifications or other documents prepared by FIRST PARTY or its sub-consultants and/or subcontractors.

14. OWNERSHIP OF WORK PRODUCT

Work products of FIRST PARTY for this project, which are delivered under this agreement or which are developed, produced and paid for under this agreement, shall become the property of CITY. The reuse of FIRST PARTY’s work products by City for purposes other than intended by this agreement shall be at no risk to FIRST PARTY.

15. REPRESENTATION OF WORK

Any and all representations of FIRST PARTY, in connection with the work performed or the information supplied, shall not apply to any other project or site, except the project described in Exhibit "A" or as otherwise specified in Exhibit "A."

16. TERMINATION OF AGREEMENT

A. CITY may give thirty (30) days written notice to FIRST PARTY, terminating this agreement in whole or in part at any time, either for CITY’s convenience or because of the failure of FIRST PARTY to fulfill its contractual obligations or because of FIRST PARTY’s change of its assigned personnel on the project without prior CITY approval. Upon receipt of such notice, FIRST PARTY shall:

1. Immediately discontinue all services affected (unless the notice directs otherwise); and
2. Deliver to the CITY all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated or produced by FIRST PARTY in performing work under this agreement, whether completed or in process.

B. If termination is for the convenience of CITY, an equitable adjustment in the contract price shall be made, but no amount shall be allowed for anticipated profit on unperformed services.

C. If the termination is due to the failure of FIRST PARTY to fulfill its agreement, CITY may take over the work and prosecute the same to completion by agreement or otherwise. In such case, FIRST PARTY shall be liable to CITY for any reasonable additional cost occasioned to the CITY thereby.

D. If, after notice of termination for failure to fulfill agreement obligations, it is determined that FIRST PARTY had not so failed, the termination shall be deemed to have been effected for the convenience of the CITY. In such event, adjustment in the contract price shall be made as provided in Paragraph B of this Section.

E. The rights and remedies of the CITY provided in this Section are in addition to any other rights and remedies provided by law or under this agreement.

F. Subject to the foregoing provisions, the CITY shall pay FIRST PARTY for services performed and expenses incurred through the termination date.

CC Rev 20190327
17. INSPECTION OF WORK

It is FIRST PARTY’s obligation to make the work product available for CITY’s inspections and periodic reviews upon request by CITY.

18. COMPLIANCE WITH LAWS

It shall be the responsibility of FIRST PARTY to comply with all State and Federal Laws applicable to the work and services provided pursuant to this agreement, including but not limited to compliance with prevailing wage laws, if applicable.

19. BREACH OF AGREEMENT

A. This agreement is governed by applicable federal and state statutes and regulations. Any material deviation by FIRST PARTY for any reason from the requirements thereof, or from any other provision of this agreement, shall constitute a breach of this agreement and may be cause for termination at the election of the CITY.

B. The CITY reserves the right to waive any and all breaches of this agreement, and any such waiver shall not be deemed a waiver of any previous or subsequent breaches. In the event the CITY chooses to waive a particular breach of this agreement, it may condition same on payment by FIRST PARTY of actual damages occasioned by such breach of agreement.

20. SEVERABILITY

The provisions of this agreement are severable. If any portion of this agreement is held invalid by a court of competent jurisdiction, the remainder of the agreement shall remain in full force and effect unless amended or modified by the mutual consent of the parties.

21. CAPTIONS

The captions of this agreement are for convenience and reference only and shall not define, explain, modify, limit, exemplify, or aid in the interpretation, construction, or meaning of any provisions of this agreement.

22. LITIGATION OR ARBITRATION

In the event that suit or arbitration is brought to enforce the terms of this agreement, the prevailing party shall be entitled to litigation costs and reasonable attorneys' fees. The Dispute Resolution provisions are set forth on Exhibit "B," 'Dispute Resolution' attached hereto and by this reference incorporated herein.

23. RETENTION OF RECORDS

Contractor shall maintain all required records for three years after the City makes final payment and all other pending matters are closed, and shall be subject to the examination and/or audit of the City, a federal agency, and the state of California.

24. TERM OF AGREEMENT

This agreement shall remain in effect for the period of July 1, 2019 through January 31, 2020 unless extended, amended, or terminated in writing by CITY.
25. ENTIRE AGREEMENT

This document constitutes the sole agreement of the parties hereto relating to said project and states the rights, duties, and obligations of each party as of the document's date. Any prior agreement, promises, negotiations, or representations between parties not expressly stated in this document are not binding. All modifications, amendments, or waivers of the terms of this agreement must be in writing and signed by the appropriate representatives of the parties to this agreement.

26. STATEMENT OF ECONOMIC INTEREST

Consultants, as defined by Section 18701 of the Regulations of the Fair Political Practices Commission, Title 2, Division 6 of the California Code of Regulations, are required to file a Statement of Economic Interests with 30 days of approval of a contract services agreement with the City of its subdivisions, on an annual basis thereafter during the term of the contract, and within 30 days of completion of the contract.

Based upon review of the Consultant's Scope of Work and determination by the City Manager, it is determined that Consultant IS NOT required to file a Statement of Economic Interest. A statement of Economic Interest shall be filed with the City Clerk's office no later than 30 days after the execution of the agreement.

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

FOR FIRST PARTY:

[Signature]

Christopher Noll
Printed name

94-3362668
Tax ID#

July 09, 2019
Date

Principal
Title

APPROVED AS TO FORM:

[Signature]

William L. McClure, City Attorney

7/12/19
Date

FOR CITY OF MENLO PARK:

[Signature]

Starla Jerome-Robinson, City Manager

7/23/19
Date

ATTEST:

[Signature]

Judi A. Herren, City Clerk

7/24/19
Date
EXHIBIT “A” – SCOPE OF SERVICES

A1. SCOPE OF WORK

FIRST PARTY agrees to provide consultant services for CITY’s Public Works. In the event of any discrepancy between any of the terms of the FIRST PARTY’s proposal and those of this agreement, the version most favorable to the CITY shall prevail. FIRST PARTY shall provide the following services:

Provide consultant services set forth in Exhibit A-1, attached hereto.

FIRST PARTY agrees to perform these services as directed by the CITY in accordance with the standards of its profession and CITY’s satisfaction.

A2. COMPENSATION

CITY shall pay FIRST PARTY an all-inclusive fee of $131,956 as described in Exhibit “A,” Scope of Services. All payments, shall be inclusive of all indirect and direct charges to the Project incurred by FIRST PARTY. The CITY reserves the right to withhold payment if the City determines that the quantity or quality of the work performed is unacceptable.

FIRST PARTY’s fee for the services as set forth herein shall be considered as full compensation for all indirect and direct personnel, materials, supplies and equipment, and services incurred by FIRST PARTY and used in carrying out or completing the work.

Payments shall be monthly for the invoice amount or such other amount as approved by CITY. As each payment is due, the FIRST PARTY shall submit a statement describing the services performed to CITY. This statement shall include, at a minimum, the project title, agreement number, the title(s) of personnel performing work, hours spent, payment rate, and a listing of all reimbursable costs. CITY shall have the discretion to approve the invoice and the work completed statement. Payment shall be for the invoice amount or such other amount as approved by CITY.

Payments are due upon receipt of written invoices. CITY shall have the right to receive, upon request, documentation substantiating charges billed to CITY. CITY shall have the right to perform an audit of the FIRST PARTY’s relevant records pertaining to the charges.

A3. SCHEDULE OF WORK

FIRST PARTY’S proposed schedule for the various services required will be set forth in Exhibit A-1.

A4. CHANGES IN WORK – EXTRA WORK

In addition to services described in Section A1, the parties may from time to time agree in writing that FIRST PARTY, for additional compensation, shall perform additional services including but not limited to:

- Change in the services because of changes in scope of the work.
- Additional tasks not specified herein as required by the CITY.

The CITY and FIRST PARTY shall agree in writing to any changes in compensation and/or changes in FIRST PARTY’s services before the commencement of any work. If FIRST PARTY deems work he/she has been directed to perform is beyond the scope of this agreement and constitutes extra work, FIRST PARTY shall immediately inform the CITY in writing of the fact. The CITY shall make a determination as to whether such work is in fact beyond the scope of this agreement and constitutes extra work. In the event that the CITY determines that such work does constitute extra work, it shall provide compensation to the FIRST PARTY in accordance with an agreed cost that is fair and equitable. This cost will be mutually agreed upon by the CITY and FIRST PARTY. A supplemental agreement providing for such compensation for extra work shall be negotiated between the CITY and the FIRST PARTY. Such supplemental agreement shall be executed by the FIRST PARTY and may be approved by the City Manager upon recommendation of the Deputy City Manager.
## A5. BILLINGS

FIRST PARTY's bills shall include the following information: A brief description of services performed, project title and the agreement number; the date the services were performed; the number of hours spent and by whom; the current contract amount; the current invoice amount; Except as specifically authorized by CITY, FIRST PARTY shall not bill CITY for duplicate services performed by more than one person. In no event shall FIRST PARTY submit any billing for an amount in excess of the maximum amount of compensation provided in Section A2.

The expenses of any office, including furniture and equipment rental, supplies, salaries of employees, telephone calls, postage, advertising, and all other expenses incurred by FIRST PARTY in the performances of this agreement shall be incurred at the FIRST PARTY's discretion. Such expenses shall be FIRST PARTY's sole financial responsibility.
EXHIBIT A-1  
SCOPE OF WORK  
For A/E Services for the  
**Menlo Park Belle Haven Library**  
July 18, 2019

**PROJECT DESCRIPTION**

A. **Design Concept:**  
   Consultant shall assist in site selection and design options for the Menlo Park Belle Haven Library, based upon program and scope provided by the City of Menlo Park.

B. **Building Data**  
   Existing branch: 12,000 sf  
   Number of Stories: 1 or 2  
   Building Type and Code Classification will vary with each site and will be part of the analysis.

C. **Sustainable Goals**  
   To be determined.

D. **Budget**  
   Construction and Total Project Budget: To be determined.

E. **Schedule:**  
   Preliminary Schedule:
   - Pre-design and Site Selection: July – August 2019  
   - Conceptual Design: September – October 2019  
   - Cost Estimation: November 2019  
   - Recommendations: December 2019 – January 2020

F. **Assumptions and Owner / Client Documentation:**  
   None.

I. **PRE-DESIGN AND SITE ANALYSIS [July – August 2019]**

A. **Project Kick-off**  
   We will start off with a Kick-Off Meeting in which we will meet with the leadership from the Library and the City and define the project goals, parameters for the work, decision making process, community outreach process, and project deliverables.

B. **Site Analysis**  
   Site Research, focusing on city-owned parcels in the Bell Haven neighborhood, to explore a range of potential options. Our research process may include reaching out to existing property owners and other institutions to determine the feasibility of an option. We will work closely with staff and the other stakeholders as we perform this research, and keep the investigation focused on the alternatives most likely to succeed.
We will use the Library Program we developed in the last phase of the process as the basis of our planning. We already have a program for what functions will be in the building, plus the square footage necessary, and will develop other site criteria such as parking demand, need for outdoor spaces, and other parameters we can use to evaluate potential sites. For each potential site we will overlay the program criteria and make an initial assessment as to the suitability of a site for further consideration. After eliminating properties that can't meet the basic criteria, we will develop a ranking system for each site with an assessment of its suitability and a list of opportunities and constraints for consideration by City staff, and then the public.

C. Public Engagement
The public engagement process will be critical to the success of this work. Based upon our previous community outreach efforts with this community, we have developed a good understanding of what the community values, who the key participants are and what drives each of them, and what the key issues are that will need to be addressed. The RFP notes that we are to utilize the ILG’s TIERS Public Engagement Framework, which we have familiarized ourselves with, and are happy to use as a framework. As with any public engagement process, any approach needs to be thoughtfully tailored to the specific community, so we will develop the detailed community engagement approach and methodology in close collaboration with City staff, so we have the best chance of success.

D. Meetings
Kickoff Meeting
Staff Coordination meetings (4)
Stakeholder Focus Group Meetings (2)
Community Meetings (3)

E. Deliverables
Site Development Program
Initial analysis of a range of site alternatives
Focused analysis of selected alternatives
Presentation materials for staff, stakeholders, and community meetings

II. CONCEPTUAL DESIGN [September – October 2019]
A. Conceptual Design Alternatives
Based upon the results of the community feedback and internal team discussions and evaluations, we will further develop a certain number of the selected conceptual design alternative. How many is to be determined, but there would be at least three, possibly as many as six or eight if there seemed to be that many viable alternatives worth considering

B. Meetings:
Staff Coordination meetings (4)
Stakeholder Focus Group Meetings (2)
C. **Deliverables For Each Alternative (3-6):**
   - Site Plan
   - Diagrammatic floor plans to scale with program areas delineated
   - General architectural character
   - Massing Models

**III. COST ESTIMATION [November 2019]**

A. **Process**
   - We will work closely with our cost estimator to ensure that the estimates accurately reflect the scope of work in the design. We will prepare a separate estimate for every alternative that is selected for further development

B. **Meetings:**
   - Staff Coordination meetings (3)
   - Community / City Council Meetings (2)

C. **Deliverables For Each Alternative (3-6):**
   - Cost Estimate
   - Preferred Conceptual Design Alternative

**IV. RECOMMENDATIONS [December 2019 – January 2020]**

A. **Recommend Site Option and Conceptual Design Alternative**
   - We know that there is a lot of public interest in this project, and there will still be a variety of opinions about what the best approaches might be. After incorporating all feedback, we will present our recommendation to the City Council at a public meeting. Prior to that, or possibly after, we propose to conduct a final community meeting to explain the decisions made and help the community visualize the path forward.

B. **Meetings:**
   - Staff Coordination meetings (4)
   - Community Meeting
   - City Council Meeting

C. **Final Report:**
   - Site Analysis
   - Conceptual Site and Building Design
   - Supporting Analysis
   - Implementation Plan
   - Summary of Community Process
   - Cost Estimates
V. SCHEDULE OF BILLING RATES

A. Professional Billing Rates:

The work will be completed on a time & materials basis in accordance to the following hourly rates:

- Principal: $220 - $240
- Associate Principal: $170 - $185
- Project Manager / Senior Technical Architect/PM: $175 - $180
- Senior Technical Staff: $155 - $165
- Designer: $135 - $150
- Project Assistant: $105 - $110

B. Reimbursable Expenses:

Reproduction, travel outside the Bay Area, renderings, computer models, physical models, postage, messengers, and other usual expenses will be billed at 1.15 times actual cost.
EXHIBIT “B” - DISPUTE RESOLUTION

B1.0 All claims, disputes and other matters in question between the FIRST PARTY and CITY arising out of, or relating to, the contract documents or the breach thereof, shall be resolved as follows:

B2.0 Mediation
B2.1 The parties shall attempt in good faith first to mediate such dispute and use their best efforts to reach agreement on the matters in dispute. After a written demand for non-binding mediation, which shall specify in detail the facts of the dispute, and within ten (10) days from the date of delivery of the demand, the matter shall be submitted to a mutually agreeable mediator. The Mediator shall hear the matter and provide an informal opinion and advice, none of which shall be binding upon the parties, but is expected by the parties to help resolve the dispute. Said informal opinion and advice shall be submitted to the parties within twenty (20) days following written demand for mediation. The Mediator’s fee shall be shared equally by the parties. If the dispute has not been resolved, the matter shall be submitted to arbitration in accordance with Paragraph B3.1.

B3.0 Arbitration
B3.1 Any dispute between the parties that is to be resolved by arbitration as provided in Paragraph B2.1 shall be settled and decided by arbitration conducted by the American Arbitration Association in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, as then in effect, except as provided below. Any such arbitration shall be held before three arbitrators who shall be selected by mutual agreement of the parties; if agreement is not reached on the selection of the arbitrators within fifteen (15) days, then such arbitrator(s) shall be appointed by the presiding Judge of the court of jurisdiction of the agreement.

B3.2 The provisions of the Construction Industry Arbitration Rules of the American Arbitration Association shall apply and govern such arbitration, subject, however to the following:

B3.3 Any demand for arbitration shall be writing and must be made within a reasonable time after the claim, dispute or other matter in question as arisen. In no event shall the demand for arbitration be made after the date that institution of legal or equitable proceedings based on such claim, dispute or other matter would be barred by the applicable statute of limitations.

B3.4 The arbitrator or arbitrators appointed must be former or retired judges, or attorneys at law with last ten (10) years' experience in construction litigation.

B3.5 All proceedings involving the parties shall be reported by a certified shorthand court reporter, and written transcripts of the proceedings shall be prepared and made available to the parties.

B3.6 The arbitrator or arbitrators must be made within and provide to the parties factual findings and the reasons on which the decisions of the arbitrator or arbitrators is based.

B3.7 Final decision by the arbitrator or arbitrators must be made within ninety (90) days from the date of the arbitration proceedings are initiated.

B3.8 The prevailing party shall be awarded reasonable attorneys' fees, expert and non-expert witness costs and expenses, and other costs and expenses incurred in connection with the arbitration, unless the arbitrator or arbitrators for good cause determine otherwise.

B3.9 Costs and fees of the arbitrator or arbitrators shall be borne by the non-prevailing party, unless the arbitrator or arbitrators for good cause determine otherwise.

B3.10 The award or decision of the arbitrator or arbitrators, which may include equitable relief, shall be final, and judgment may be entered on it in accordance with applicable law in any court having jurisdiction over the matter.
# AGREEMENT COVER SHEET

City Manager's Office  
701 Laurel St., Menlo Park, CA 94025  
tel 650-330-6620

<table>
<thead>
<tr>
<th>Agreement #: 107725</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project manager: Morad and Arian</td>
</tr>
<tr>
<td>□ Time sensitive</td>
</tr>
<tr>
<td>First party: Noll &amp; Tam Architects</td>
</tr>
<tr>
<td>Agreement or project title: Belle Haven Branch Library Conceptual Design</td>
</tr>
<tr>
<td>Purpose: The proposed scope of work included site options analyses, conceptual design alternatives development, preliminary cost estimation, recommended site options and conceptual design alternative.</td>
</tr>
</tbody>
</table>

| Agreement amount: $131,956  | Begin date: 7/1/2019  | End date: 1/31/2020 |
| Approved budget: $131,956  | Budget year: 2019-20  | Available budget: $500,000 |
| Funding account: 453 20101 27062 5514 |
| Required approval: □ Department  | ☒ City Manager  | □ City Council |
| □ Language modifications were made to the template  | □ These have been approved by the City Attorney (attach)  |
| Summary of modifications: NA |

| Attachments:  | □ Other/Comment |
| ☒ Three (3) Originals of agreement  | ☒ Staff report 19-130-CC  | □ Prior agreement/amendments(s) for reference  | ☒ PO/Check requisition |

Approval:  

Supervisor:  
Department Head:  
City Manager (if needed):  

Administrative Services/Finance:  
City Attorney:  

Routing: Department, City Clerk, City Attorney, Administrative Services/Finance, (City Manager), City Clerk, Vendor, Department  
Revised  
20180515
STAFF REPORT

City Council
Meeting Date: 6/18/2019
Staff Report Number: 19-130-CC

Regular Business: Authorize the city manager to execute an agreement with Noll & Tam Architects for Belle Haven branch library conceptual design options, site analyses and preliminary cost estimates

Recommendation
Staff recommends that the City Council authorize the city manager to execute an agreement with Noll & Tam Architects for Belle Haven branch library conceptual design options, site analyses and preliminary cost estimates in the amount of $160,000 including contingencies.

Policy Issues
The City Council has identified the Belle Haven branch library project among its top five priority projects in their 2019 work plan, approved March 12.

Background
The existing Belle Haven branch library (Branch Library) was constructed in 1999 as an attached wing of the Belle Haven School facility owned by Ravenswood City School District and is operated by the City of Menlo Park as a dual-use school/public library. The branch library facility has experienced limited use by the public and is widely regarded as inadequate to meet community needs.

In 2017, the City Council provided direction to staff to perform the necessary studies and conduct public outreach to build a new branch library to serve the Belle Haven neighborhood.

In October 2018, per City Council’s direction, the City engaged Noll & Tam Architects to help conduct a thoughtful and focused analysis of the uses and space needs in a new branch library. Feedback and input was collected from a broad range of the community members and stakeholders and incorporated into space needs study and recommendations. The study recommends a new library approximately 12,000 square feet in size, more than 300 percent larger in area compared to current Branch Library facility. The proposed library would have a community-learning center, meeting room, conference room, multiple sound insulated study rooms, public internet access computers, teen spaces and story time spaces.

On March 5 and 12, City Council identified the branch library among its top five priority projects for 2019 (Attachment A.)

On April 16, City Council reviewed and accepted the branch library space needs study and authorized staff to issue a request for proposals for architectural conceptual design services, including site analysis and cost estimation for a potential new library facility in the Belle Haven/Bayfront area to serve Menlo Park
On June 11, City Council approved a pilot program to implement the Institute for Local Government’s public engagement framework, with one of the three pilot projects being the branch library feasibility study. One component of the engagement framework may or may not include a Belle Haven Neighborhood Advisory Committee (BHNLAC). On May 21, City Council formed a City Council Subcommittee comprised of Mayor Pro Tem Taylor and City Councilmember Nash to explore options for the potential future of the BHNLAC group and report back to the City Council.

Analysis
On May 9, staff issued the Branch Library conceptual design options, site analyses and preliminary cost estimates request for proposal (Attachment C.) The proposed scope of work included site options analyses, conceptual design alternatives development, preliminary cost estimation, recommended site options and conceptual design alternative.

A robust public engagement process will be critical to the success of this phase of the project. Included in this phase will be a comprehensive site analysis to scan and evaluate the feasibility of multiple potential site options in the Belle Haven and Bayfront neighborhoods including sites currently owned by the City, sites currently owned by other public agencies, vacant sites that could be acquired by the City, and/or new development projects that have a substantial community benefit requirement, among other possible options. The analysis will also include potential cost impacts, feasibility, timeline considerations, traffic, parking, bicycle and pedestrian access, integration with the surrounding neighborhoods and city as a whole, and other noteworthy potential benefits and/or drawbacks of each site for City Council’s consideration. The ultimate goal for the project will be to deliver a successful result, including a series of clearly thought out and viable site options with conceptual library building designs, and associated cost estimates, all conducted with broad-based community input and robust public engagement throughout every stage of the process.

In response to the request for proposals, staff received five proposals from qualified architectural firms listed below. The proposals ranged in price from $57,000 to $407,000. A panel of library and public works staff members who possess the technical and engineering expertise needed to effectively evaluate complex architectural proposals reviewed the proposals to find the most qualified firm. Selection criteria included relevant project experience, understanding the scope of work, ability to meet the project deadline and to operate within budget.

<table>
<thead>
<tr>
<th>Table 1: List of architectural firm proposals</th>
</tr>
</thead>
<tbody>
<tr>
<td>Noll &amp; Tam</td>
</tr>
<tr>
<td>Jason Architecture</td>
</tr>
<tr>
<td>JKA Architecture</td>
</tr>
<tr>
<td>WRNS Studio</td>
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<tr>
<td>The Living</td>
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</tbody>
</table>
The panel identified Noll & Tam Architects as the most qualified consultant based upon their expertise in similar projects, their deep understanding of the project scope of work (Attachment D), their approach to completing this phase of the project, and Menlo Park’s emphasis on a strong public engagement process. Consultant’s fee proposal is similar to other proposals received, and is appropriate for the level of effort required to complete this phase of the project.

**Impact on City Resources**
The proposed fiscal year 2019-20 CIP includes $500,000 for the Branch Library project. The proposed budget for this phase of the project consists of the following:

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Consultant agreement amount</td>
<td>$132,000</td>
</tr>
<tr>
<td>Contingency (~20%)</td>
<td>$28,000</td>
</tr>
<tr>
<td>Project delivery (staff costs)</td>
<td>$30,000</td>
</tr>
<tr>
<td><strong>Total cost of recommendation</strong></td>
<td><strong>$190,000</strong></td>
</tr>
</tbody>
</table>

**Environmental Review**
This action is not a project within the meaning of the California Environmental Quality Act (CEQA) Guidelines §§ 15378 and 15061(b)(3) as it will not result in any direct or indirect physical change in the environment.

**Public Notice**
Public notification was achieved by posting the agenda, with the agenda items being listed, at least 72 hours prior to the meeting.

**Attachments**
B. Hyperlink – menlopark.org/DocumentCenter/View/21258/H2-20190416-BH-library-space-needs-CC?bidId=
C. Hyperlink – Branch Library conceptual design options, site analyses and preliminary cost estimates request for proposal – menlopark.org/bids.aspx?bidID=131
D. Noll & Tam Architects project understanding

Report prepared by:
Morad Fakhrai, Senior Project Manager
Arian Khosravian, Project Manager

Report reviewed by:
Sean Reinhart, Library Services Director
Justin Murphy, Deputy City Manager
PROPOSAL

BRANCH LIBRARY
CONCEPTUAL DESIGN
OPTIONS, SITE ANALYSES
AND PRELIMINARY
COST ESTIMATES

CITY OF MENLO PARK

04 JUNE 2019

NOLL & TAM
ARCHITECTS
UNDERSTANDING/ APPROACH

The City of Menlo Park has begun a process to provide improved library services to the Belle Haven neighborhood, which has been long desired by the community. It has been our pleasure to assist the City in their latest work on this project, culminating in the April 2019 Space Needs Study. We were pleased community consensus was reached on the library program and that the report was accepted by the Council. We look forward to working again with the City and community members to identify and evaluate potential sites for a new library. Our goal for this project is to deliver a similarly successful result – a series of clearly thought-out and viable site options with conceptual library designs and costs. This will allow the City to discuss, evaluate, and select the best site and design option through an open public process, ultimately arriving at the best solution for the community.

We are familiar with the limited availability of open land in the Belle Haven/Bayfront area, as well as the history of skepticism of many in the community that the City will prioritize this neighborhood. We will keep this in mind as we approach this project. We suggest sitting down together early to define a community engagement process that will provide robust opportunities for the community to learn about project and give their input, while still keeping the process moving forward.

Noll & Tam believes strongly in the value of public engagement. We find it very rewarding to get to the end of a project and have members of the community stand up and vouch for our efforts, saying, “They really listened to us.” We would be happy to follow the TIERS process, working with City staff to define both small-scale meeting opportunities for stakeholders as well as larger-scale, community-wide public engagement meetings. These will be planned so that people with differing schedules can attend and give input. We will work with the City and the community to get the
word out about the process through multiple platforms, both digital and paper, so as many people as possible can take part. There will be multiple opportunities for members of the community to weigh in on the site analysis, concept design and recommendation of site alternative phases.

We are proposing the same dedicated team who worked with you on the Space Needs Study and Preliminary Building Program. This team knows the project, the City, and the community. When we presented our final report at the City Council meeting, we were delighted to receive a highly enthusiastic response from Belle Haven residents.

Though we do bring a history with this project, we will approach this new phase with an open mind. Our first task will be to review with the City what went well with the Space Needs Study process, and what could be improved. We pride ourselves on being a responsive, nimble team, and we want to provide the tailored service that best suits the City for this task, at this time. We understand from the RFP that the City may be interested in expanding the range of our community engagement beyond the Belle Haven and Bayfront neighborhood library users. Our team would be excited to engage with the greater community and is prepared to incorporate feedback and ideas from a broader range of Menlo Park residents.

Recognizing that the City has already invested a lot to get to this point, and neighborhood residents would like to see action and results, not just more process, our approach will be to get up to speed quickly and provide viable alternatives with costs for Council review by the end of the year.

We offer the City of Menlo Park a team with a great deal of experience and detailed knowledge about this particular project. Noll & Tam is nationally recognized for our expertise in library design. We understand that the library of today and tomorrow must be thoughtfully planned and designed to provide the services and programs needed by the community, maximizing its use by a wide range of users, and allowing for flexibility over time. The community wants a library that serves people of all ages and backgrounds and we will work with you to create a place where all feel welcome. Our team’s greatest accomplishments are not the designs of the buildings themselves, but the establishment of institutions beloved by the community at large.
WORK PLAN

TASK 1 – SITE ANALYSES

JULY – AUGUST 2019

Because we have already participated in the previous phase of this project, and have a high level of familiarity with the project issues and the key stakeholders, we feel that our team will be able to get up to speed and move forward quickly. In addition, we are just finishing up a very similar project for the City of San Rafael in which we explored new siting options for three separate library locations in the City, and have a good idea of how to effectively lead a site search and selection process.

We will start with a Kick-Off Meeting in which we will meet with the leadership from the Library and the City and define the project goals, parameters for the work, decision-making process, community outreach process, and project deliverables. We will also look for feedback from all participants about potential sites, and criteria for selecting sites for further investigation. We want to cast the net wide, but identify options that have a chance of success or would be good for illustration purposes.

Following the kick-off, we will research a wide range of potential sites in the Belle Haven vicinity, and look for opportunities. We will focus on City-owned properties, but also consider a range of alternatives that will include institutional, commercial, residential, and industrial sites, to be sure we have covered the range of possibilities before narrowing the investigation to the most likely options. Our research process may include reaching out to existing property owners and other institutions to determine the feasibility of an option. We will work closely with staff and the other stakeholders as we perform this research, and keep the investigation focused on the alternatives most likely to succeed.

We will use the Building Program we developed in the last phase of the process as the basis of our planning. We already have a program for what functions will be in the building and the square footage necessary, and will develop other site criteria such as parking demand, need for outdoor spaces, and other parameters to evaluate potential sites. For each potential site we will overlay the program criteria and make an initial assessment as to the suitability of a site for further consideration. After eliminating properties that can’t meet the basic criteria, we will develop a ranking system for each site with an assessment of its suitability and a list of opportunities and constraints for consideration by City staff, and then the public.

The public engagement process will be critical to the success of this work. Based upon our previous community outreach efforts with this community, we have developed a good understanding of what the community values, who the key participants are and what drives each of them, and what key issues need to be addressed. The RFP notes that we are to utilize the ILG’s TIERS Public Engagement Framework, which we have familiarized ourselves with, and are happy to use. As with any public engagement process, the approach needs to be thoughtfully tailored to the specific community, so we will develop the detailed community engagement approach and methodology in close collaboration with City staff, in order to give it the best chance of success.

At this point it is hard to determine specifically how many community meetings will be necessary at this stage, and what other outreach efforts we will want to include. Our previous efforts indicate that more outreach is better, so we will try to be inclusive but reasonable. For the purposes of this proposal, we have assumed three community meetings: one for initial visioning, a second for an initial site selection screening, and a third for an evaluation and ranking of the selected final alternatives that will move forward to further development. We can adjust the agenda for these meetings as desired, but three at this stage seems like a good number, and will allow us to gather a lot of community feedback. In addition, we have found it useful to conduct small stakeholder meetings separately from the open community meetings, so we propose to have two of those as well.

Meetings:
- Kick-off Meeting
- Staff Coordination Meetings (4)
- Stakeholder Focus Group Meetings (2)
- Community Meetings (3)

Deliverables:
- Site Development Program
- Initial analysis of a range of site alternatives
- Focused analysis of selected alternatives
- Presentation materials for staff, stakeholders, and community meetings
Based upon the results of the community feedback and internal team discussions and evaluations, we will further develop a certain number of the selected conceptual design alternatives. How many is to be determined, but at least three, possibly as many as six or eight, if there seems to be that many viable alternatives worth considering. The site and conceptual design alternative will be very simple in terms of development, consisting of site plans, diagrammatic floor plans to scale with program areas shown, general architectural character, and massing models. By keeping these simple, we can maintain a streamlined and economical process.

Detailed architectural design would be appropriate for a subsequent design phase.

We will present the conceptual alternatives to Library and City staff for initial evaluation and adjustments, then to the community for review and feedback. For this stage in the process, we propose four community meetings of various formats. We would decide together as to the best format, but they could include general open community meetings in a workshop format, Library Commission, City Council subcommittee, Library Foundation, or participating in a community event. In addition, we would propose another two stakeholder meetings to keep the key stakeholders involved. We would present the alternatives, share our thoughts about the constraints and opportunities of each, listen carefully to feedback received, and record the feedback for further analysis and incorporation into the project record for future reference.

Following the community meetings in this phase, we would regroup with the staff planning group and select the alternatives to take further to cost estimating and more developed design. We propose to limit this number to three alternatives, which seems manageable for the process, but if there are more than three viable alternatives worth pursuing, we can make adjustments to our scope as needed to accommodate the additional work.

Meetings:
- Staff Coordination Meetings (4)
- Stakeholder Focus Group Meetings (2)
- Community Meetings (4)

Deliverables:
- Conceptual Design Alternatives, including diagrammatic site plan, building footprint, massing, diagrammatic interior layouts, adjacencies, and other relevant considerations
TASK 3 – COST ESTIMATING
NOVEMBER 2019
We will work closely with our cost estimator to ensure that the estimates accurately reflect the scope of work in the design. We will prepare a separate estimate for every alternative that is selected for further development.

Our cost estimator, Gary Holland of TBD Consultants, is highly experienced, with a special focus on library projects. He is particularly capable at developing reliable, accurate cost estimates based upon very conceptual information. This is a critical factor, since whatever numbers we produce and share with the community will be remembered long down the road, and will need to accurately account for the financial needs whenever the City decides to seek funding. We have worked with Gary on a number of projects and have always found him knowledgeable and accurate.

With cost information in hand, we will review the results with the staff planning group, and then present the recommendations to the community as we decide best. This could be an open community meeting, or a City Council meeting, or both. For this proposal, we will allow for two meetings, format to be determined.

Meetings:
• Staff Coordination Meetings (3)
• Community/City Council Meetings (2)

Deliverables:
• Cost Estimate
• Preferred Conceptual Design Alternative

TASK 4 – RECOMMEND SITE OPTION AND CONCEPTUAL DESIGN ALTERNATIVE
DECEMBER 2019 – JANUARY 2020
At this point, we will have worked our way through analyzing and developing the alternatives, we will have met regularly with the Library and City project team as necessary to review our conclusions, and received lots of feedback from the community, stakeholders, and other parties. We will incorporate that feedback into our final product, which is a recommended alternative that has been further developed.

We know that there is a lot of public interest in this project, and there will still be a variety of opinions about the best approaches. After incorporating all feedback, we will present our recommendation to the City Council at a public meeting. Prior to that, or possibly after, we propose to conduct a final community meeting to explain the decisions made and help the community visualize the path forward.

The final product will be a report that includes site analysis, conceptual site and building design, supporting analysis, implementation plan, a summary of the community process, and the cost estimates. We believe this report will provide decision makers in the City with enough information to make a preliminary decision about the preferred direction for the library project. Further development of a preferred concept may be necessary to provide enough information for a final decision, but we feel that this should be adequate to get things moving forward towards a financing and implementation plan.

Meetings:
• Staff Coordination Meetings (4)
• Community Meeting
• City Council Meeting

Deliverables:
• Draft Site Analysis, Conceptual Design and Cost Estimation Report
• Final Site Analysis, Conceptual Design and Cost Estimation Report, including:
  ° Executive Summary
  ° Needs Assessment
  ° Summary of the community participation process
  ° Recommendations: plans, project descriptions, cost estimates,
  ° Implementation plan, phasing, schedule, and financial
  ° Appendices (demographics, data, surveys, acknowledgments, etc.)