City Hall Building Improvements Project

It is agreed between the City of Menlo Park, California, and Contractor as follows:

1. **Services to be performed by Contractor.** In consideration of the payments hereinafter set forth, Contractor shall perform services for City in accordance with terms, conditions and specifications set forth herein and in Exhibit “A” attached hereto for the City of Menlo Park.

2. **Contract Term.** The term of this agreement shall be from **October 8, 2014** to Project Completion unless mutually agreed upon by City and Contractor in writing.

3. **Payments.** In consideration of the services rendered in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A," City shall make payment to Contractor in the manner specified herein and in Exhibit "A." Payments shall be monthly for the invoice amount or such other amount as approved by City. City shall have the discretion to approve the invoice and the work competed statement. Payment shall be for the invoice amount or such other amount as approved by City. 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 Contractor’s relevant records pertaining to the charges. In the event that the City makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the City at the time of contract termination. The City reserves the right to withhold payment if the City determines that the quantity or quality of the work performed is unacceptable. In no event shall total payment for all services under this agreement exceed **$46,450.00** plus up to 17.5% of the contract amount if needed and only if approved by both parties in writing.

4. **Relationship of the Parties.** Contractor agrees and understands that the work/services performed under this agreement are performed as an Independent Contractor and not as an employee of the City and that Contractor acquires none of the rights, privileges, powers or advantages of City employees.

5. **Insurance and Indemnity.** Contractor, at its own expense, shall provide and keep in force, commercial liability insurance insuring against liability for bodily injury and property damage arising out of its work in an amount of not less than One Million Dollars ($1,000,000.00) for injury to, or death of one person in any one accident or occurrence, and in an amount of not less than One Million Dollars ($1,000,000.00) for injury to, or death of more than one person in any one accident or occurrence, and in the amount of not less than One Million Dollars ($1,000,000.00) per occurrence in respect to damage to property. City shall be named as an additional insured on Contractor’s insurance policy Contractor shall provide City with a certificate of insurance coverage evidencing said coverage, including a copy of all declarations of exclusions, prior to commencing work. The Contractor shall maintain Automobile Liability Insurance pursuant to this Contract in an amount of not less than One Million Dollars ($1,000,000) for each occurrence 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. Contractor shall maintain a policy of professional liability insurance, protecting it against claims arising out of the negligent acts, errors, or omissions of contractor pursuant to this Agreement, in the amount of not less than One Million Dollars ($1,000,000) combined single limit. Said professional liability insurance is to be kept in force for not less than one (1) year after completion of services described herein. To the full extent permitted by law Contractor agrees to defend, indemnify and hold City, its employees, agents, and officers, harmless from any and all claims, damages, and liability in any way occasioned by or arising out of the contractor’s negligent
performance of services under this agreement, breach of contract or construction defects arising out of Contractor’s work.

6. **Non-assignability.** Contractor shall not assign this Agreement or any portion thereof to a third party without the prior written consent of City, and any attempted assignment without such prior written consent in violation of this Section shall automatically terminate this Agreement.

7. **Termination of Agreement.** The City may, at any time, terminate this Agreement, in whole or in part, for the convenience of City, by giving written notice specifying the effective date and scope of such termination. In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereinafter referred to as materials) prepared by Contractor under this Agreement shall become the property of the City and shall be promptly delivered to the City. Upon termination, the Contractor may make and retain a copy of such materials. Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that portion of the full payment which is determined by comparing the work/services completed to the work/services required by the Agreement.

8. **Worker's Compensation Insurance.** Contractor agrees and understands that the City does not provide Worker's Compensation Insurance to, or on behalf of, the Contractor for the work/services performed, but that said insurance is the sole responsibility of the undersigned.

9. **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, prior to commencement of said work/services or forfeit any right to compensation under this Agreement.

10. **Non-Discrimination.** No person shall illegally be excluded from participation in, denied the benefits of, or be subjected to discrimination under this Agreement on account of their race, sex, color, national origin, religion, age, or disability. Contractor shall ensure full equal employment opportunity for all employees under this Agreement.

11. **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.

12. **Merger Clause.** This Agreement, including Exhibit “A” and Exhibit “B” attached hereto and incorporated herein by reference, constitutes the sole Agreement of the parties hereto and correctly states the rights, duties, and obligations of each party as of this document's date. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications shall be in writing and signed by the City. In the event of a conflict between the terms, conditions, or specifications set forth herein and those in Exhibit “A” attached hereto, the terms, conditions, or specifications set forth herein shall prevail.

**THIS CONTRACT IS NOT VALID UNTIL SIGNED BY BOTH PARTIES**

---

Alex D. McIntyre, City Manager

Pamela Aguilar

Attest: City Clerk

Dawn M. Merkes

Contractor Name Printed

Dawn E. Merkes

Contractor Signature

94-2376500

Contractor’s Tax I.D. Number or Social Security Number

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Date: 10/8/14

Date: 10/8/14

Date: 10/16/14

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Attachment: Exhibit A – Scope of Work
Exhibit B – Dispute Resolution
EXHIBIT A

SCOPE OF WORK TO THE AGREEMENT FOR PROFESSIONAL SERVICES

BETWEEN
THE CITY OF MENLO PARK
AND
GROUP 4 ARCHITECTURE RESEARCH + PLANNING, INC.

CITY HALL BUILDING IMPROVEMENTS PROJECT

This scope of work entails providing design services for Construction Documents for the City of Menlo Park (the City) City Hall Improvement Project (Project) by Group 4 Architecture, Research + Planning, Inc. (the Consultant). The Project generally includes architectural and engineering services for completing the construction documents for the Project as developed in the Planning and Conceptual Design Phase of the Project.

The work completed in the Conceptual Design phase of the Project included: preliminary design drawings and estimate of probable construction costs for the City Hall project. The scope of work for the Construction Documents generally includes:

- Reconfiguration of City Hall departments and workspaces for increased functionality and efficiency;
- New conference rooms on first and second floor;
- New offices (Human Resources director, Assistant of City manager, MIS Manager);
- Elimination of exit corridor on the first floor;

Additionally the Consultant will: assist the City and the City’s systems furniture manufacturer in the selection and budgeting for new office/building furniture and the reconfiguration of existing workstations for the City Hall; select and specify new carpet for area in the City Hall that is being renovated, and work with the City and the City’s contractor to incorporate the carpet installation into the phasing plan for the Project. The Consultant will also assist the City in developing a conceptual phasing plan of staff relocation due to construction activities. The Consultant shall collaborate with the City on identifying cost effective improvements that meet the City needs, considering the full cost of implementation while maintaining customer service and City operations through construction.

The Consultants team includes a mechanical engineer, an electrical engineer and a cost estimator.

The Scope of Services for Phase 1– Program of Project Requirements, Phase 2– Conceptual Floor Plans and Phase 3– Final Recommendations were completed during FY 12/13/14 as part of the initial contract. The Scope of Services for Phase 4 to Phase 7 is included in this contract amendment and are as follows:

<table>
<thead>
<tr>
<th>Phase</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Phase 4</td>
<td>50% Construction Documents</td>
</tr>
<tr>
<td>Phase 5</td>
<td>95% Construction Documents (Plan Check)</td>
</tr>
<tr>
<td>Phase 6</td>
<td>100% Construction Documents (Backcheck and Bidding)</td>
</tr>
<tr>
<td>Phase 7</td>
<td>Bid and Award</td>
</tr>
</tbody>
</table>
Phase 8  Additional Services

Project Management - All Phases

Group 4 will provide the necessary project management for Phases 4, 5, 6 & 7 including:
- Prepare/Present Work Plan for each Phase
- Attend Kickoff Meeting, including preparation of agenda and minutes
- Attend monthly progress meetings or conference calls, as needed
- Prepare monthly progress reports and submit invoices
- Prepare updated schedules, as needed
- Prepare budget summaries

For conciseness, the specific Project Management (PM) elements listed above will not be repeated in each Phase description. There is no separate PM phase; however, PM will be exercised in each of the main phases and subtasks and the cost are included within the phases.

Group 4 will coordinate the number of copies for each of the deliverables per each phases with the City.

Phase 4 – 50% Construction Documents

The purpose of this phase is to develop 50% Construction Documents for the City Hall Improvement Project. The Consultant shall confirm the City requirements for all scope items, including IS requirements. The Consultant shall conduct a User Review Meeting #1 to review and get the City input on the scope of work, the systems design and details. The Consultant shall conduct technical meetings with the City’s Building Department and Fire Department to facilitate the development and review process for the project. The Consultant shall develop the architectural and engineering drawings for the 50% Construction Documents submittal (including plans and outline specifications). The 50% Construction Documents shall include architectural, mechanical, electrical, fire alarm/fire protection. The Consultant shall prepare typical interior details and establish project schedules and outline specifications. The consultant shall coordinate the work of the multiple trades and conduct an in-house constructability review. The Consultants shall update the project schedule and identify phases or schedule elements that may alter the original schedule. The Consultant shall prepare a 50% Construction Documents Estimate of Probable Construction Costs from the 50% Construction Documents submittal.

Assumptions (50% Construction Documents):
1. The City will provide feedback on the Conceptual Design Submission.
2. The City will make administrative, operations, maintenance, and engineering staff available for meetings, if available and appropriate.
3. If temporary facilities are included as part of the project the City will manage them and develop the temporary facilities costs.

Meetings (50% Construction Documents):
1. PMT Meeting 1 & 2, will combine Technical meeting user group meeting and workshops meeting as needed and up to 3 meetings,
Deliverables (50% Construction Documents):

1. Plans
   a. Phasing Plan
   b. Demolition Plans
   c. Floor Plans
   d. Mechanical and electrical plans
   e. Building Sections as necessary
   f. Interior Elevations of new/significantly remodeled spaces
   g. Reflected Ceiling plans
   h. Preliminary construction details
   i. Furniture layout for new systems furniture

2. Specifications
   a. Draft final specifications in sheet format

3. Cost estimate:
   a. Building Construction
   b. Furniture budget update

4. Schedule
   a. Update

Phase 5—95% Construction Documents (Plan Check)
The Consultant shall respond to all City comments from 50% Construction Documents. The Consultant shall assist in the coordination of the development of the furniture plan and design by providing background drawings to the City's Furniture Contractor and attending up to two (2) furniture coordination meetings. The City's Furniture Contractor will be hired directly by the City and shall be responsible for preparing the furniture plans, detailed furniture budget, installation drawings and furniture schedule. The purpose of this phase is to develop 95% Construction Documents for the Project. The Consultant shall conduct technical meetings with the City’s Building Department and Fire Department, as required to facilitate the development and review process for the project. The Consultant shall develop the architectural and engineering drawings for the 95% Construction Documents submittal (including plans, specifications, and engineering calculations). The consultant shall coordinate the work of the multiple trades and conduct an in-house constructability review. The Consultants shall update the project schedule and identify tasks or schedule elements that may alter the original schedule. The Consultant will submit the 95% Construction Documents submittal to the Building Department and Fire Department for permit review and approval.

Assumptions (95% Construction Documents, Plan check):

1. The City will provide feedback and input into the 50% Construction Documents Submittal.
2. The City will make administrative, operations, maintenance, and engineering staff available for meetings, if available and appropriate.
3. City will provide all project specific General and Supplemental Conditions.
4. The City will directly hire the Furniture Contractor for the project.
Meetings (95% Construction Documents, Plan check):
1. PMT Meeting 3 & 4, will combine Technical meetings and user groups meetings as needed, up to 3 meetings,
   a. Public Work’s final review and signoff

Deliverables (95% Plan Check & Engineering Final Review)

1. Plans
   a. Phasing Plan
   b. Demolition Plans
   c. Floor Plans
   d. Mechanical and electrical plans
   e. Building Sections as necessary
   f. Interior Elevations of new/significantly remodeled spaces
   g. Reflected Ceiling plans
   h. Construction details

2. Specifications
   a. Final specifications in sheet format
   b. Coordinate finish materials specifications with the General and Supplemental Conditions

3. Cost estimate
   a. Building Construction Estimate update to be used for bidding

4. Schedule
   a. Updated

Phase 6 – 100% Construction Documents (Back Check) & Bid Set

The Consultant will make modifications to the Contract Documents in response to Building Department comments. The Consultant will submit two sets of stamped and wet signed originals Contract Documents to the Building Department for Permit.

Assumptions (100% Construction Documents (Back Check) & Bid Set):
1. The City will provide feedback and input into the 95% Construction Documents Submittal.
2. The City will make administrative, operations, maintenance, and engineering staff available for meetings, if available and appropriate.

Meetings (100% Construction Documents (Back Check) & Bid Set):
1. Meet w/Building Department to review responses to Plan Check Comments

Deliverables (100% Construction Documents (Back Check) & Bid Set):
1. Drawings (two signed sets)
2. Specifications (on sheets)

Phase 7 – Bid and Award
This Phase will consist of the following:
• Bidding
• Conformed for Construction/Permit Set

**Bid Phase Services**

This task will consist of the Consultant providing a digital plot of the 100% Construction Documents (Back Check) & Bid Set package for the City’s use in printing, and shall make available to the City an electronic version of the Construction Documents.

**Assumptions (Bid Phase Services):**

1. The City will provide feedback and input into the 100% Construction Documents (Back Check) & Bid Set Submittal.
2. The City will provide Bid-related advertisement and management
3. The City will provide administrative, operations, maintenance, and engineering staff available for meetings, if available and appropriate.

**Meetings (Bidding):**

1. Pre-bid meeting (one) with contractors and City Staff

**Deliverables (Bidding):**

1. Responses to bidders’ questions
2. Addenda

**Phase 8 - Additional Services**

The purpose of this Phase is to provide authorization of Additional Services related to Phases 1 to 7 that are not fully known or defined at this time. Group 4 will provide some of the following or similar services as requested within the limits of the available Additional Services budgets. Use of any portion of the Additional Services budgets will require written direction from the City prior to proceeding with any of the additional services or other services not included under the scope of work. The City may, at its sole discretion, decline to authorize any services described in the Additional Services tasks, and the City shall have no obligation to pay for such services not authorized.

Details of the specific scope and budgets for any additional services shall be developed with the District and submitted in writing prior to approval to begin work. Additional scope items may include, but not be limited to:

• Assistance in specifying, bidding and installing the staff systems furniture
• Assistance in developing technical construction documents beyond what is described in basic services
• Additional Meetings beyond what is described in the basic services
• Environmental and permitting services beyond what is described in the basic services
• Conform Set for Construction
• Construction Administration Services.
• Preparation of conformed record drawings and specifications.

**Schedule**

Table 1 attached presents the estimated duration and milestones for the Project, including key milestone dates for the tasks presented in Exhibit A. The schedule will be monitored monthly and can only be changed as mutually agreed and by written authorization from the City.
**Key Personnel**

Key personnel assigned to work on this project are:

Principal-in-Charge:  Dawn Merkes, AIA, LEED®v, Principal
Project Manager:      William Lim, Architect, LEED, Associate

Table 1: Project Schedule

<table>
<thead>
<tr>
<th>Task</th>
<th>Work Description</th>
<th>Months</th>
</tr>
</thead>
<tbody>
<tr>
<td>50%</td>
<td>50% Construction Documents</td>
<td>3 months</td>
</tr>
<tr>
<td>95%</td>
<td>95% Construction Documents (Plan Check)</td>
<td>1 month</td>
</tr>
<tr>
<td>100%</td>
<td>100% Construction Documents (BackCheck and Bidding)</td>
<td>Concurrent with 95% Construction Documents</td>
</tr>
<tr>
<td>Bid</td>
<td>Bid and Award</td>
<td>After the completion of Task 6 approximately 2 months period</td>
</tr>
<tr>
<td>8</td>
<td>Additional Services</td>
<td>As needed</td>
</tr>
</tbody>
</table>

Table 2: Fee Schedule

<table>
<thead>
<tr>
<th>Task</th>
<th>Work Description</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>4</td>
<td>50% Construction Documents</td>
<td>$16,900</td>
</tr>
<tr>
<td>5</td>
<td>95% Construction Documents (Plan Check)</td>
<td>$15,410</td>
</tr>
<tr>
<td>6</td>
<td>100% Construction Documents (Back Check &amp; Bidding)</td>
<td>$6,120</td>
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<tr>
<td>7</td>
<td>Bid and Award</td>
<td>$4,020</td>
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<tr>
<td>8</td>
<td>Additional Services</td>
<td>$4,000</td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td>$46,450</td>
</tr>
</tbody>
</table>
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 3.1.

B3.0 Arbitration
B3.1 Any dispute between the parties that is to be resolved by arbitration as provided in Paragraph 2.1 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 contract.

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 has 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.