



Item No. 1 Town of Atherton

CITY COUNCIL STAFF REPORT – ACTION ITEM

**TO: HONORABLE MAYOR AND CITY COUNCIL
GEORGE RODERICKS, CITY MANAGER**

**FROM: MIKE KASHIWAGI
COMMUNITY SERVICES DIRECTOR**

DATE: NOVEMBER 5, 2014

**SUBJECT: AUTHORIZATION TO ISSUE A REQUEST FOR PROPOSALS
FOR CIVIC CENTER DESIGN**

RECOMMENDATIONS

That the City Council approve the RFP and direct the City Manager to solicit proposals from the five firms chosen by the Civic Center Advisory Committee for the Civic Center design.

BACKGROUND

The City Council approved the concept of a two-stage RFQ/RFP process to hire the design team to implement the Civic Center Master Plan in September 2014. Over 40 firms were specifically contacted and the RFQ was advertised on the Town Web site and on industry Web sites. The Civic Center Advisory Committee reviewed the 16 Statements of Qualification (SOQ's) that were received and selected five architectural firms and their sub-consultants to receive the Requests for Proposal (RFP).

FINDINGS/ANALYSIS

The CCAC reviewed the attached Request for Proposals prepared by staff and Mack5. The Committee made a number of changes to the draft RFP, focusing on emphasizing the inclusion of residents in the design review process and on the need for the architectural team to design the project to fit within its budget. The Committee also took input from the CCAC's Green Building Subcommittee and included a broad request for green building elements to be analyzed for possible inclusion into the design. The Committee recommended that the evaluation criteria give equal weight to the design team, their understanding of the Project and its specific needs and to the value of the design. Review by the Committee was in-depth, comprehensive and extremely valuable in the finished product.

Authorization to Issue Civic Center RFP

November 5, 2014

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Following approval by City Council, the RFP will be distributed to the five firms selected by the CCAC to propose on this project. SOQs of the five firms have been available for review by the Council in the City Council Read File at Town Hall.

The five firms are:

- Bohlin Cywinski Jackson
- Harley Ellis Devereux
- Siegel & Strain
- Swatt/Miers
- WNS Studio

Proposals are due to the Town on December 10. The CCAC has scheduled interviews on January 13 & 14 and recommends a Joint CCAC/City Council meeting on January 27 to interview the finalist(s).

FISCAL IMPACT

None.

ATTACHMENT(S)

Civic Center RFP

TOWN OF ATHERTON



Request for Proposals

for

Civic Center Design

**City Clerk
91 Ashfield Road
Atherton, CA 94027**

Proposals due by 12:00 pm on December 10, 2014

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I. Overview

This Request for Proposals is being distributed only to firms invited by the Town of Atherton.

The Town of Atherton seeks proposals for professional services, specifically architects and specialty sub-consultants, to prepare plans, specifications and estimates and provide services through construction to implement the Civic Center Master Plan, on the Town Web site at <http://www.ci.atherton.ca.us> under Current Projects or at ca-atherton.civicplus.com DocumentCenter/View/1198. The Master Plan was conceptually accepted by City Council in March 2014. The Master Plan is proposed to be built on the 4.4 acre Town-owned site that currently accommodates the original Town Hall (circa 1928) Administration/Police building, library and modular Community Services (Planning/Building/Engineering) building. The site is bounded by residential neighbors on 3 sides and by railroad tracks that serve Caltrain and freight traffic. The Master Plan also includes changes to the on-site and off-site traffic circulation. Site layout and design must be consistent and compatible with Atherton's rural, neighborhood residential character in massing and scale, reflecting the Town's building types rather than an urban civic center. The design should endeavor to mitigate adverse impacts on nearby residents. The Town has selected PlaceWorks to assess environmental impacts and to prepare the appropriate document (MND or EIR) for the project. The environmental consultant's schedule proposes to have an EIR certified in Summer 2015.

Responding firms must have demonstrated experience in designing municipal facilities and delivering cost-effective architectural solutions. The entire Town-owned property, including adjacent rights-of-way, are to be considered in designing the site to be used for the Civic Center, which should house City Council chambers, police department, library, Town administrative offices, community development permit center, public works maintenance, multi-purpose/community rooms and other amenities designed to facilitate community events and uses.

Funding for the project is unique. The Town has dedicated funds for the library and Community Services Department but is precluded by a voter-approved action from using tax funds for the Town Center construction. Efforts are underway to raise donations to fund approximately \$20 million that is the unfunded portion of the project.

II. Background

The Civic Center Master Plan consists of the Town's Administrative Offices, Police Department, Public Works, Building and Planning Departments, Council Chambers, and contract Post Office, (totaling approximately 25,000 s.f.) Library, (approximately 9,000 s.f.) other functional uses and associated outdoor facilities. Policy changes and government mandates may require flexibility to add services, although no significant staffing additions are currently contemplated. The Caltrain station adjacent to the Civic Center will remain and access should be enhanced. The existing Town Hall is to be retained although its function has not been defined.

Firms should be familiar with previous studies, programming information and design concepts presented on the Town's website at www.ci.atherton.ca.us under the Civic Center, as well as materials related to master planning and space needs. A proposed Project Schedule is included in the Appendix. This material is presented for information only and may not be indicative of the Town's current or future

needs. The Town is preparing background information including a preliminary title report, land survey, plot of underground utilities, geotechnical report, soil sampling report and hazardous materials reports.

III. Site Location and Description

The Civic Center site is located at 91 Ashfield Road. It is bordered on the west by Fair Oaks Lane, on the north by railroad tracks (also used by CalTrain), on the east by Maple Avenue and on the south by private properties. The parcels are generally bisected by Dinkelspiel Station Lane and Ashfield Road. Major buildings include the Administration/Building/Planning/Police Station, original existing Town Hall (currently Council Chambers), Library, Corporation Yard Garage, Corporation Yard Office/Lockers, Police Garage and (modular) Permit Center. There are approximately 100 off-street parking spaces available to the public, plus a secured lot for Police parking. A drawing of the accepted Master Plan site plan is included as Exhibit 1. Two drawings which are the western and eastern plots of a site survey are also available for download on the Town's website. These plots show that the Caltrain station, approximately 35 parking stalls and associated access roads are not owned by the Town but are available for public use. The plots also show an SFPUC 36" water main and public utilities which should be considered when refining the site plan. The Town's parcels and rights-of-way bordered by them on both sides are approximately a rectangle 1,040 feet long (east-west dimension) by an average of 250 feet wide, with the Administration/Police Building at the widest point being 320 feet. The parcels include a total of approximately 4.4 acres, excluding the street rights-of-way.

IV. Scope of Work and Experience

A. WORK DEFINITION

The Town is requesting proposals from design teams to design and provide professional services through construction to implement the Master Plan. Work is expected to include validation of programming, design, public outreach and services in support of construction.

B. SCOPE OF SERVICES

The proposed project includes a police department co-located with administration functions and a separate library, so firms should be able to demonstrate experience with all of these types of facilities. Identified add alternates ("Identified Add Alternates") to be incorporated are as follows:

- an underground garage
- sustainable design, including LEED-compliant design up to Platinum and/or Zero Net design;
- renovation and reuse of the existing Town Hall;
- upgraded site amenities; and
- additional ballistic sheathing.

Since the majority of the project is to be funded by donations, the Council has specified that the project needs to be **budget-driven**. In addition, because the majority of funding will be from private sources, extensive public participation is expected and the architect will be expected to provide information to and solicit desires from residents in a number of public meetings.

The Scope of Work is detailed in Appendix 4. Proposers should consider the Scope of Work as a **minimum** requirement and may propose modifications and should propose **additional services**

required, per the professional judgment and expertise of the Design Team, to complete documents for the Project. Identified Add Alternates selected by the Town following their analysis by the Design Team in the Schematic Design phase will be incorporated into the Scope of Work in accordance to fees contained in the Cost Proposal.

Proposers should note that they would be required to modify the design, at their cost, should the construction bids exceed their Final Estimate of Probable Cost by more than 5%.

C. EXPERIENCE

As set forth in the Request for Qualifications and as submitted in the proposer's Statement of Qualifications.

V. Submittal and Review Process

1. Applicant questions: All questions regarding the RFP shall be submitted in writing to Gordon Siebert, City Engineer, at gsiebert@ci.atherton.ca.us . Questions and responses will be posted on the Atherton Town website.
2. Submittal Deadline: Late submittals will not be accepted.
3. Provide an email, address and phone number for the person to be contacted regarding the RFP.
4. Format and Delivery: Duplication of materials from the SOQ is not required. Submit fifteen (15) letter-sized copies with one (1) unbound copy of the technical proposal to:

City Clerk
Town of Atherton
91 Ashfield Road
Atherton, CA 94027

and e-mail a PDF copy to Gordon Siebert at gsiebert@ci.atherton.ca.us .

5. Submittals will not be returned.
6. Fee should be submitted in a separate sealed envelope. Fee proposal should be submitted as a lump sum by phase, and each add-alternate should be included at additional cost beyond the Schematic Design phase.
7. The Town reserves the right to accept or reject any or all submissions, or to alter the selection process in any lawful way, to postpone the selection process for its own convenience at any time, and to waive any non-substantive defects in this RFP or the submittals.
8. The Town proposes to short list the most qualified firms for interviews. The Town reserves the right to solicit additional proposals at any point in the project should it fail to select a firm or should that firm fail to execute the Town's Agreement.

VI. Proposed Timeline

December 1, 2014	Submission deadline for written questions
December 3, 2014	Responses to written questions available on Town website
December 10, 2014, 12 pm	Proposals due

January 13 & 14	Interviews
January 27, 2015	Joint City Council/CCAC meeting to interview finalists
February 18, 2015	Town Council reviews CCAC recommendation and approves agreement

VII. Proposal Content

The Proposal should include the following:

1. DESIGN TEAM – include any significant changes from team composition submitted in the SOQ and this Proposal
2. UNDERSTANDING OF THE PROJECT – a discussion of goals, vision, background, opportunities and constraints. Include examples and materials of your work in support of your understanding of this project, the site and Atherton’s architectural context.
3. WORK PLAN – responsive to the Scope of Work, including a discussion of approach, management and expected results. Include a matrix showing work effort in hours by position for each phase of the Project, including sub-consultant work hours within each phase.
4. PROJECT SCHEDULE, including deliverable milestones
5. PROFESSIONAL FEES: Include Standard Rate sheets for all firms. In a separate, sealed envelope, include lump sum fees, and charges by phase; include fees for development of Identified Add Alternates beyond Schematic Design phase.
6. ARCHITECTURAL AGREEMENT: Include any exceptions to the proposed Standard Form of Agreement for Design Services, which is presented only as an example, and will be negotiated between the selected proposer and the Town.

VIII. Evaluation Criteria

Design Team	25%
Understanding of the Project and Specific Project Needs	25%
Best Design Value	25%
Work Plan	10%
Project Schedule	15%

IX. Appendices

1. Master Plan Drawing
2. Project Schedule
3. Project Organization Chart
4. Detailed Scope of Work
5. Sample Design Professionals Services Agreement

Appendix 1, Master Plan Drawing



Appendix 2, Project Schedule

Atherton Civic Center - Atherton

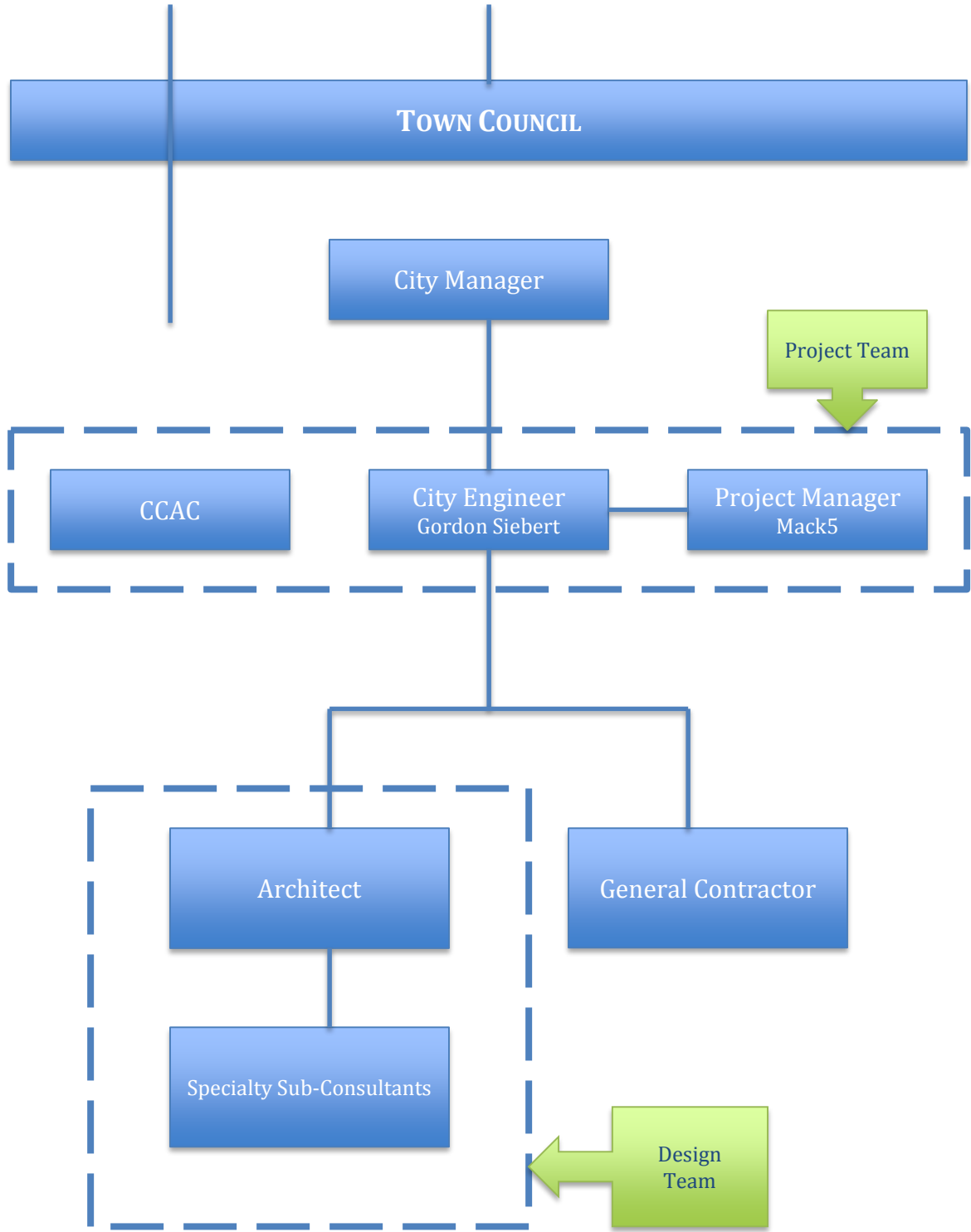
Project Schedule - October 30, 2014



ID	Task Name	Duration	Start	Finish	
1	ACC Documentation	0 days	Mon 6/30/14	Mon 6/30/14	10/26
2	Project Setup & Initiation	204 days	Wed 7/23/14	Mon 5/4/15	
3	Project Management NTP	0 days	Wed 7/23/14	Wed 7/23/14	
4	Project Orientation & Kick-off Meeting	1 day	Wed 7/30/14	Wed 7/30/14	
5	Review Existing Cost Estimate	2 wks	Thu 7/31/14	Wed 8/13/14	
6	Develop Work Plan	2 wks	Thu 7/31/14	Wed 8/13/14	
7	Request All Site Documentation:Survey, Geotech, Hazmat	0 days	Mon 8/4/14	Mon 8/4/14	
8	Review Entitlements	4 wks	Mon 8/4/14	Fri 8/29/14	
9	Goals & Objectives	25 days	Thu 7/31/14	Wed 9/3/14	
10	CCAC Meetings	176 days	Mon 9/1/14	Mon 5/4/15	
20	PM Advise on Architect RFP/RFQ	25 days	Thu 7/31/14	Wed 9/3/14	
21	CCAC Approve Architect RFQ	0 days	Mon 9/8/14	Mon 9/8/14	
22	Council Approve Architect RFQ & Issue	0 days	Wed 9/17/14	Wed 9/17/14	
23	Architectural SOQ Due	0 days	Fri 10/3/14	Fri 10/3/14	
24	Evaluate SOQ & Short List Architects for RFP	7 days	Mon 10/6/14	Tue 10/14/14	
25	Council Approves RFP & Issue	0 days	Wed 11/5/14	Wed 11/5/14	
26	RFP Q&A	1 day	Wed 11/12/14	Wed 11/12/14	
27	Architectural Proposals Due	0 days	Wed 12/10/14	Wed 12/10/14	
28	Evaluate Proposals & Invite Architects to Interview	7 days	Thu 12/11/14	Fri 12/19/14	
29	Interview Architectural Short List	2 days	Tue 1/13/15	Wed 1/14/15	
30	Joint CCAC/Council Presentation	0 days	Tue 1/27/15	Tue 1/27/15	
31	Architect Contract Negotiations	9 days	Tue 1/27/15	Fri 2/6/15	
32	Council Selection of Architect	0 days	Wed 2/18/15	Wed 2/18/15	
33	Architectural NTP	0 days	Thu 2/19/15	Thu 2/19/15	
34					
35	Design Phase	317 days	Fri 2/20/15	Mon 5/9/16	
36	Master Plan Review & Programming	40 days	Fri 2/20/15	Thu 4/16/15	
44					
45	Conceptual Design	55 days	Tue 3/17/15	Mon 6/1/15	
54					
55	Schematic Design	65 days	Mon 6/1/15	Mon 8/31/15	
71					
72	Design Development	78 days	Mon 8/17/15	Thu 12/3/15	
87					
88	Construction Documents	112 days	Thu 12/3/15	Mon 5/9/16	
111					
112	Town Approvals	280 days	Fri 4/17/15	Thu 5/12/16	
113	Design Review	280 days	Fri 4/17/15	Thu 5/12/16	
114	Programming	10 days	Fri 4/17/15	Thu 4/30/15	
117	Conceptual Design	10 days	Wed 5/27/15	Tue 6/9/15	
120	Schematic Design	10 days	Tue 8/18/15	Mon 8/31/15	
123	Design Development	10 days	Fri 12/4/15	Thu 12/17/15	
126	Construction Documents	55 days	Fri 2/26/16	Thu 5/12/16	
133					
134	Entitlements	201 days	Wed 7/23/14	Wed 4/29/15	
146					
147	Permitting	188 days	Mon 8/17/15	Thu 5/5/16	
158					
159	Bidding Phase	35 days	Thu 5/12/16	Thu 6/30/16	
166					
167	Construction Phase	420 days	Thu 6/30/16	Thu 2/8/18	
176	Project Opening	20 days	Fri 2/9/18	Thu 3/8/18	

Appendix 3, Project Organization Chart

TOWN OF ATHERTON
CIVIC CENTER PROJECT
PROJECT ORGANIZATION CHART*



* Functional not Contractual

Appendix 4, Detailed Scope of Work

MASTER PLAN REVIEW PHASE

1.0 Task 1: Master Plan Review

1.1 Sub-Task 1: Project Initiation

1.1.1 Project Initiation - Project Kickoff Meeting

Once the Notice to Proceed has been issued, the Architect will review the approved Master Plan documents, historical background studies and materials, the Preliminary Title Report, Arborist's Report, Geotechnical and Hazardous Materials Report, Underground Utilities Drawing in AutoCAD, and Survey drawings in AutoCAD in preparation for the Project Kickoff Meeting. Architect will meet with the Town's Project Team (Staff, CCAC, mack5) to initiate the project, confirm each project participant's role and responsibilities and set up system for documenting the project and organizing communication among project participants. Initial assignments will be identified and communications lines will be established among project participants.

1.1.2 Preliminary Budget Review

Architect will work with the Project Team to identify overall budget goals and establish breakdown for construction costs, project costs and appropriate contingencies. This initial review will serve as the basis for development of the detailed project budget. *This is a budget driven project.*

1.1.3 Preliminary Schedule Review

The Architect as part of the Project Team will review the preliminary project schedule and specific project goals and milestones. Appropriate periods for department reviews will be established. Specific dates for Public Workshops, Town Civic Center Advisory Committee (CCAC) meetings and Town Council presentations will be determined. This review will serve as the basis for development of the detailed project schedule and number of meetings as noted below.

1.1.4 Meeting Schedule

Once the project schedule is complete, Architect will prepare an initial list of interviews and meetings to be scheduled with appropriate Town and Library Staff. Each meeting will include an agenda that addresses the issues to be covered. Bi-weekly Design Team (Architect and their sub-consultants) meetings will be anticipated throughout this project phase to be coordinated with other Town staff or agency meetings wherever possible.

1.1.5 Quality Control

During all phases of the project the consultant will establish review periods and provide check sets. These check sets will be issued to the entire Design team

with enough time before each formal submittal to assure proper coordination and back checking. This will include internal checklist review and design and technical reviews by senior staff of the Architect's.

Output: A draft of roles and responsibilities, preliminary project budget and schedule, list of interviews and meetings and directory of project participants will be distributed to Project Team.

1.2 Sub-Task 2: Analysis of the Master Plan, Existing Site and Constraints

1.2.1 Initial Site Tour

Architect, their sub-consultant team and representatives of the Project Team will facilitate a tour of the Civic Center site to begin refining the design and technical opportunities and constraints of the site.

1.2.2 Site Documentation

The Town will need to provide appropriate documentation of the site including existing traffic studies, hazardous material analysis, soils analysis, arborist survey and reports, if required by the Planning Department. Architect will evaluate this material and determine if it is sufficient for this phase. Initial meetings with the Planning Department will help determine what will be necessary.

1.2.3 Additional Site Analysis

Architect will build upon the preliminary analysis completed under the Master Plan and prepare an analytical base plan, mapping factors that might influence the design. These include required setbacks, diagrams of noise and climatic factors, SFPUC lines, diagrams of existing vehicular and pedestrian flow patterns and block footprints of the building area and required parking. Existing and additional outdoor space program elements will be identified in this analysis.

1.2.4 Additional Research

It will also be important at this early stage to continue to meet with Town planning staff, so that the Architect can identify additional zoning or environmental constraints on the site. Architect will need to look at maximum footprint, setback, FAR and height restrictions, as well as the Town's guidelines for determining parking requirements.

Output: Provide a site analysis drawing and a brief report documenting the meetings with planning staff and any other site constraints that will impact the project.

1.3 Sub-Task 3: Historical and Contextual Analysis

1.3.1 Neighborhood Tour

The Design team and representatives of the Project Team will tour the Civic Center site and extended neighborhood to become familiar with the existing and

historical context of Atherton. Additional members of the community are invited to join the Project Team and contribute their perspective.

1.3.2 Historical Archives

Further historical research of the Town will help the Architect identify significant historical images, events and architecture that may be relevant in identifying and developing an architectural expression unique to Atherton. This will augment the research already done on historic Atherton and the Civic Center site.

Output: Architect will produce image boards of photographs and reproductions to document the findings for the Project's use. These will be available for presentation to Project Team.

1.4 Sub-Task 4: Project Budget and Schedule

1.4.1 Project Schedule and Budget Goals

Architect will meet with the Project Team and representatives of the Town Staff to establish a detailed schedule and budget for the project. Specific Goals established with preliminary work will be confirmed and incorporated in these documents, including all identified additive alternates as defined in the Request for Proposals ("Identified Add Alternates").

1.4.2 Project Budget

Architect will meet the Town's budget goals, augmented by additional input from the cost consultant to set up a working budget document that takes into account anticipated costs for construction, fees and permits, construction management, tests and inspections, furnishings and equipment, moving costs and change order contingencies.

1.4.3 Project Schedule

The Architect will review and confirm the project schedule and specific project goals and milestones. Architect will then generate a draft project schedule that will be distributed to Design Team and Project Team for review. Architect will incorporate comments from the Project Team and those of the Design Team so that a working project schedule can be established. This document should be updated as the project progresses.

Output: Architect will provide a draft budget and project schedule for distribution and review. A final working budget and schedule will be issued and maintained throughout the project.

1.5 Sub-Task 5: Program Review / Revisions

1.5.1 Prioritization of Program Elements

Develop the Administration-Police (Administration, Finance, Building, Planning, and Police) and Library programs along with any joint use facilities. The

Administration-Police building will require careful prioritization of the program elements to stay in line with the budget. This should include a peer review and detailed space analysis. The final configuration of the facilities must combine to meet the intent of a needs assessment in a functional and economical manner.

1.5.2 Outdoor Space Program

Existing and potential new outdoor space elements need to be identified and included in the programming exercise. Any existing programs that are displaced will need to be evaluated and relocation or replacement will need to be considered.

Output: Architect will generate comments for each of these issues related to the new Library and Police programming. These comments will be supported by comparisons to similar facilities within the area. Documents will be created to supplement the Building Program. Architect will generate comments and mark-ups of revised program documents authored by the Town's Project Team.

CONCEPTUAL DESIGN PHASE

2.0 Task 2: Conceptual Design

2.1 Sub-Task 1: Site Development

2.1.1 Initial Site Development

This represents the first pass at applying the results of the building program development and site analysis on the selected site. Architect will graphically explore issues of program size, adjacencies, circulation, parking (including underground parking), outdoor space, and scale to the site. Critical elements include the underground utilities, which should be analyzed for adjustments to the building or utility locations and preservation and/or the removal and replacement of heritage trees. The goal of this exercise is to quickly familiarize the Project Team with the elements of the project and identify critical issues that will be further explored in subsequent sessions.

2.1.2 Preliminary Site Development Plans

Once the critical issues have been identified, including the potential for an underground garage, Architect will generate several alternatives for site development that show various approaches to these issues. These plans will be presented to the Project Team in a workshop environment where the Architect can explore the relative merits of the various approaches and begin to introduce design issues about appropriate civic character, response to existing park context and to the community at large.

Output: Architect will produce site diagrams and lists of issues for initial site development analysis and present these to the Project Team. Once critical issues are identified, based on the Master Plan, the Architect will generate alternatives for preliminary site

development. The product, comments and meeting notes from Project Team review will be the basis for development in the next task.

2.2 Sub-Task 2: Building Development

2.2.1 Initial Building Development

Once the Master Plan has been studied with the various site development plans, the Architect will begin a more detailed study of the building program and various approaches to organizing the program elements. Some of the larger issues such as entry, service, views, and massing will have been discussed in the previous task but the Architect will look more carefully at the entire program.

2.2.2 Building Development Analysis and Diagrams

Architect will begin to look at the building's organization and the preferred relationships between the various components of the building program. Architect will start with bubble diagrams which simply address issues of adjacency, and expand these into more accurate space configuration diagrams, that incorporate the actual size relationships of the spaces involved. These diagrams can then be evaluated from a programmatic and operational perspective as well as potential for architectural expression, scale and interest.

Output: Architect will produce building diagrams and lists of issues for building development analysis and present these to the Project Team. The product, comments and meeting notes from this analysis will be the basis for generating alternatives in the next task. These diagrams may be used as collateral for early fund raising efforts.

2.3 Sub-Task 3: Conceptual Design Alternatives

2.3.1 Initial Concept Alternatives

Once a few organizational alternatives are selected, Architect will match these to the Master Plan and create a series of actual concept alternatives that incorporate the opportunities and constraints identified in the site development studies. This should incorporate all Identified Add Alternates, as necessary. Architect will generate up to six (6) Initial Concept Alternatives for review with the Project Team and subsequent public presentations.

2.3.2 Initial Conceptual Design - Public Workshops (2 meetings)

These alternatives, along with results of the site and contextual analysis and Project Team review, will be presented in public workshops. The community will have an opportunity to evaluate the progress and contribute toward the refinement of each plan. The end result will be comments on each of the design alternatives and recommendations for further development.

2.3.3 Initial Conceptual Design Alternatives

Working with Town staff as appropriate, Architect will prepare presentation drawings of up to two (2) preferred alternatives including site plans and

diagrammatic floor plans. These alternatives will be presented to a joint meeting of the Town Council and the Project Team in a workshop environment where the Architect will begin to refine the alternatives to maximize the potential of each approach.

2.3.4 Preferred Conceptual Design – Neighborhood Roadshow (up to 6)

Based on the updated presentation documents noted in 2.3.3 and Project Team feedback, the Preferred Conceptual Designs will be presented in a series of public workshops. The community and Library staff will have an opportunity to evaluate the progress and contribute toward the plan refinement. The end result will be comments on the design progress and recommendations of further development.

2.3.5 Comparative Analysis of Conceptual Design Alternatives

Presentation will include pros and cons as well as specific comments about how each plan addressed critical issues relevant to the budget, the site, the program and other project goals. These pros and cons will be expanded in discussions with the Project Team. One concept, or a combination of several concepts, will be identified for further development with appropriate comments. At this point a final decision will be made as to whether the underground garage will be incorporated into the project.

Output: Architect will generate up to six (6) Initial Concept Alternatives for review that includes all identified additive alternates as necessary. These alternatives, along with results of the site and contextual analysis, will be presented in two (2) public workshops. Architect will further develop up to two (2) Conceptual Design Alternatives with site and building plans developed sufficiently to clearly demonstrate program elements within plans. These Preferred Concepts will be presented in a series of neighborhood roadshows (up to 6). A preliminary list of pros and cons will be generated for discussion.

2.4 Sub-Task 4: Draft Final Concept Plan

2.4.1 Draft Final Concept Plan

Based on direction established in the previous task, Architect will then draft a single Draft Final Concept Plan for presentation to the Project Team. This presentation will include preliminary elevations, sections, exterior materials and finishes. This will be a pin-up style presentation where critique and feedback are encouraged. If appropriate this session can become a workshop style meeting to explore variations of the plan presented. The feedback and the comments the Architect receives will be incorporated in the next task.

Output: Draft Final Concept Plan will include site plan, building plan, preliminary elevations, sections, exterior materials and finishes. Draft Final Concept Plan will include more refined versions of the same with the addition of a simple massing model demonstrating the scale relationship of the civic center to its context.

2.5 Sub-Task 5: Technical Reviews

2.5.1 Town Staff / Project

Architect will meet with the Project Team and appropriate Town Staff to review progress of the conceptual plan development. Any outstanding issues regarding site design and conceptual level planning should be resolved prior to completion of the Final Concept Plan.

2.5.2 Planning / Building / Fire / Police / Utilities

Preliminary presentations will be made to appropriate agencies to identify critical issues that are best addressed at this conceptual level. These presentations also serve as an early opportunity for contribution from these agencies and to establish familiarity with the project.

2.5.3 Civic Center Advisory Committee

Architect will present the Draft Final Concept Plan and Preliminary Cost Estimate for their review and input in a public session. The goal is that the Committee will make comments and the Architect will move on to the Schematic Design Phase.

2.5.4 Preliminary Cost Estimate

Architect will work with Town's consultant (mack5) to confirm a conceptual construction and overall project cost estimate meets the approved budget. Overall project costs will include construction, fees and permits, furnishings, fixtures and equipment, related soft costs, add-alternates and contingencies. There should be a discussion of Project risks, including cost escalation and impact on timing.

Output: Architect will summarize input regarding the Draft Final Concept Plan and Preliminary Cost Estimate received during the various reviews. These summaries can serve as a checklist for further development.

2.6 Sub-Task 6: Final Concept Plan

2.6.1 Review of Final Comments

Architect will meet with the Project Team to review comments generated by the various reviews of the Draft Final Concept Plan. Any issues that are outstanding should be addressed in this meeting with the purpose of clear final resolution. Architect will seek conclusive list of revisions for inclusion in Final Concept Plan.

2.6.2 Concept Plan Presentations

The next presentation will be ready for review by the Project Team, followed by the Town Council.

2.6.3 Final Concept Plan

Architect will make revisions as necessary and prepare Final Concept Plan documents that reflect the comments received throughout the review process. These documents will be the basis for the Schematic Design Phase.

Output: Final Concept Plan will include site plan, building plan, building elevations, sections, 3D digital model, and exterior materials and finishes.

SCHEMATIC DESIGN PHASE

3.0 Task 3: Schematic Design

3.1 Sub-Task 1: Project Management

3.1.1 Kickoff Meeting

Architect will meet with the Town's Project Team to initiate the Schematic Design Phase, to confirm each project participant's role and to review the project schedule and budget. The entire Scope of Work will be reviewed to identify any modifications to the original assumptions.

3.1.2 Project Budget

Architect will continue to monitor the construction budget, to review the information with the Project Team, and to propose and discuss methods to maintain the budget. All remaining additive alternates will be determined at the end of this phase. A Schematic Cost Estimate will be completed based on the 60% Schematic Documents in order to evaluate the design direction relative to the project budget.

3.1.3 Project Schedule

The Architect will review and confirm the project schedule and specific project goals and milestones. Architect will update the project schedule that will be distributed to Design Team and Project Team for review.

3.1.4 Meeting Schedule

Once the project schedule is updated, Architect will prepare an initial list of interviews and meetings to be scheduled for this phase. Each meeting will include an agenda that addresses the issues to be covered.

3.1.5 Project Delivery Methods

Architect will review with the Town the options for project delivery and construction, including public bid methods, or contractor assisted design and

construction. This scope of work assumes that the project will be open to public bid by qualified contractors, following the construction document phase.

3.1.6 Confirm Program

Architect will review the project scope and preliminary budget with the Project Team in order to identify realistic base program.

3.1.7 Code Review

Architect will perform a preliminary code review to document code requirements and formalize assumptions for the development of the civic center. This document will be presented to planning, building, and fire department during reviews.

3.1.8 Quality Control and Design Team Sub-consultant Coordination

Architect will provide a check set at 60% completion of this phase. A copy will be issued to the Project Team and Design Team for review and coordination. Architect utilizes project checklists by phase and a responsibility matrix identifying primary and secondary roles for critical coordination issues. Architect will also include a design review by senior staff as an objective overview of the project.

This set, with comments from the Project Team and Design Team will be the basis for presentation materials prepared for the Planning Department.

Output: Updated Project Schedule and Project Plan. Code Review Summary.

3.2 Sub-Task 2: Schematic Design Documentation

3.2.1 Program Evaluation

Architect will review and solicit comments from the Project Team to identify program and design issues, based upon the Final Concept Design package. Any outstanding issues need to be discussed and resolved prior to further development of the plans.

3.2.2 Architectural Schematic Development

Architectural development in this phase will include more detailed plan development including preliminary furniture arrangements, shelving layouts, circulation and reception desks and staff areas. Exterior elevations and sections will be developed to show exterior materials and treatment, architectural detailing, and interior volumes.

3.2.3 Schematic Site Development

Site plan development will show the entire site including roads, utilities, building footprint, entry and patio areas, service areas, paving and parking layouts and a landscape plan. Schematic utility and grading designs will be included.

3.2.4 Preliminary Consultant Review

Architect will begin with a kick off meeting to review the project scope and schedule with the key consultants, including the civil, structural, mechanical, electrical engineers, landscape Architects and interior and lighting designers. Each consultant will review the progress of the schematic design, make recommendations, and identify key issues that need to be tracked through the design process.

3.2.5 Building Systems

Based on the current architectural schematic design, the consultants will then begin to prepare schematic drawings and outline specifications to establish and describe the systems for the building and site. Architect will coordinate the architectural design of the building with each of the disciplines. Where necessary, individual consultants will meet with the Project Team or appropriate staff to discuss and confirm the proposed systems.

3.2.6 60% Schematic Documents

A 60% progress set will be distributed for various Departmental reviews, cost estimate and CEQA compliance. These documents will represent a complete set of schematic design documents that will be modified in response to the various reviewing agencies and eventually form the basis for the Final Schematic Design.

3.2.7 Presentation Documents

The presentation documents for submittal to the Project Team will be based on the updated 60% documents after all other Departmental reviews. The emphasis of these documents will be to communicate the look and feel of the site and building design. Representative details can be added as necessary to communicate design intent and respond to concerns of the Project Team.

Output: Architectural Schematic Development documents will include precise site plan, floor plan, elevations, sections and outline specifications.

60% Schematic Documents will include:

- Cover Sheet with Project Data
- Site Plans including Site work, Utilities and Landscape
- Floor plans, with Furniture and Shelving Layout
- Exterior Elevations with Materials Schedule
- Building Sections
- Engineering Plans identifying Building Systems and Technology requirements
- Outline Specifications
- Preliminary Green Building Analysis and integration

Presentation Documents will include:

- Colored Site Plan
- Colored Floor Plan
- Colored Exterior Elevations
- Building Sections

Exterior Color/Materials Board

3.3 Sub-Task 3: Staff Review / Formal Submittals

3.3.1 Town Staff / Project Team

Architect will meet with the Project Team and appropriate Town Staff to review progress of the schematic design development. Progress printing of design documents, product information and samples, and appropriate demonstration of design direction will be provided throughout the phase to ensure compliance with the project goals. Outstanding issues relative to schematic design should be resolved prior to completion of the 60% Schematic Documents.

3.3.2 Planning / Building / Fire / Police / Utilities

Preliminary presentations will be made to appropriate agencies to identify critical issues that need to be addressed at the schematic level. Architect will provide current documents to the planning department for inclusion in their CEQA oversight. The timing of this submittal may need to be prior to the completion of the schematic design.

3.3.3 Library Staff

Architect will present the Architectural Schematic Development documents for review by the Project Team, then for input in a public session. Architect will then come back with the 60% Schematic Documents and Presentation Documents. The Library Staff will make comments that will complete the Final Schematic Documents.

Output: Architect will summarize input received during the various reviews. These summaries can serve as a checklist for further development.

3.4 Sub-Task 4: Final Schematic Design

3.4.1 Revised Schematic Documents

Architect will make final modifications to the Schematic Documents per direction from the Project Team. These revised documents will constitute the Final Schematic Design documents.

3.4.2 Green Building Criteria

Based on the Final Schematic Documents, Architect will develop a score card to address the potential green building initiatives, from LEED Compliant to Net Zero that can be integrated into the final building design. This score card will itemize all areas of the project, including: sustainable site, water efficiency, energy & atmosphere, materials & resources and indoor environmental quality.

3.4.3 Schematic Cost Estimate

Based on the Final Schematic Documents, Architect will submit a draft schematic estimate for probable construction cost, prepared by mack5 at the completion of this phase. The Design Team will review the information and assist the Project Team in reconciling the project scope and budget, including final decisions to move forward with any remaining additive alternates.

3.4.4 Final Schematic Design – Public Workshop (1)

All refinements to the Schematic Design subsequent to those reviewed above will be presented to the community to confirm that all previous comments have been addressed.

3.4.5 Presentation to the Town

Architect will make a final presentation, which incorporates Project Team input, to the Town Council with the Presentation Documents. Color Graphics, Schedule and Budget information will be updated and provided to staff for inclusion in their report.

Output: Final Schematic Documents will include:

- Final Schematic Documents
- Final Presentation Documents
- Updated Cost Estimate
- Final Project Budget and Schedule
- Potential Cost Control Recommendations

DESIGN DEVELOPMENT PHASE

4.0 Task 4: Design Development

4.1 Sub-Task 1: Project Management

4.1.1 Design Development Kickoff Meeting

Architect will meet with the Project Team to initiate the Design Development Phase, to confirm each project participant's role and to review the project schedule and budget.

4.1.2 Sub-Task 2: Project Budget and Schedule

4.1.3 Project Budget

Architect will continue to monitor the construction budget, to review the information with the project team, and to propose and discuss methods to maintain the budget. Refer to task 2.4.1.

4.1.4 Project Schedule

The Architect will review and confirm the project schedule and specific project goals and milestones. Architect will review the project schedule and submit comments and those of the Design Team to the Project Team. Architect will provide progress updates to help facilitate the maintenance of the schedule.

4.1.5 Meeting Schedule

Once the project schedule is confirmed, Architect will prepare an initial list of meetings to be scheduled. Each meeting will include an agenda that addresses the issues to be covered and any previous unresolved issues.

4.1.6 Project Submittals

The Architect will review and confirm the necessary project submittals to reviewing agencies, and coordinate the requirements with the schedule. Ref. Task 3.

4.1.7 Review and Quality Control

Architect will provide a check set at the 50% and 100% completion of this phase. A copy will be will be issued to the Project Team for review and coordination. A copy will be issued at 100% completion to the cost estimator, ref. 4 Task 4.5.1

Output: Updated Project Schedule and Project Plan.

4.2 Sub-Task 2: Review of Schematic Design

4.2.1 Review and modify design documents

Architect will review and solicit comments from the Project Team to identify design issues, based upon the Schematic Design package and cost estimate. These issues need to be discussed and incorporated at the beginning of the phase, prior to further design and documentation.

4.3 Sub-Task 3: Building Development

4.3.1 Building Development

Architectural development in this phase will focus on development and coordination of the building systems established in the previous phase, including wall and roof systems, windows, doors and prototype detailing.

4.3.2 Administration-Police & Library Development

Architect will work with the Town & Library staff and existing programming material to finalize the design for IT and other specialized equipment and fixtures.

4.3.3 Interior planning and design

With the Interior Design Programming document prepared in the previous phase Architect and the interior design consultant will prepare an interior design scheme for presentation and approval by the Town. This information will be coordinated with the Administration-Police and Library equipment, the furniture, fixtures & equipment package and incorporated in the design development documents along with any of the Identified Add Alternates such as the Town Hall.

4.3.4 Design Development Public Workshop

If necessary, a public design meeting can be held during a regularly scheduled CCAC meeting to update the public on the project progress.

Output: The architectural documentation for this phase will include further developed schematic design documents and/or the following:

- Site Plan
- Floor Plans
- Reflected Ceiling Plan
- Roof Plan
- Building Sections
- Exterior Elevations
- Interior Elevations
- Draft Finish, Door, and Window Schedules
- Representative Wall Sections
- Prototypical Details
- Draft Specifications
- Interior Materials Samples Package

4.4 Sub-Task 4: Architect Design & Coordination

4.4.1 Design Team Design Development

Architect will begin with a kick off meeting to review the project scope and schedule with the key consultants from the previous phase.

The Design Team will then develop the approved drawings and outline specifications from the previous phase to establish and describe the systems for the building. Architect will coordinate the architectural design of the building with each of the disciplines.

4.4.2 Design Team Presentations

Architect and their interior design consultant will prepare an interior design scheme for presentation and approval by the Project Team.

Output: The Design Team's documentation for this phase will include further developed

schematic design documents and/or the following:

Civil Engineering Drawings

Site Grading, Drainage and Utility Plans Parking Lot Grading and Drainage Plan Preliminary Details

Landscape Drawings

Planting and Hardscape Plans Irrigation layout Materials Lists

Structural Engineering Drawings

Foundation Plan Framing Plans Preliminary Details

Mechanical Engineering Drawings

HVAC plans Plumbing Plans Equipment Schedules

Electrical Engineering Drawings

Power Plans

Lighting Plans and Fixture Cut sheets, including site lighting

Signal and Alarm Plans including 911, Ring Down Systems and local alarm feeds

Furniture, Fixture and Equipment Drawings and Schedules

Graphics

Prototype Building and Site Signage

Modified Outline Specifications

Preliminary Energy Model

Updated Green Building Analysis and integration

4.5 Sub-Task 5: Cost Estimate

4.5.1 Cost Estimate Update

Architect will submit a revised and updated version of the estimate for probable construction cost at the completion of this phase. Architect will review the information and assist in reconciling the project scope and budget.

Output: A copy of the revised cost estimate and recommended cost control methods such as add-alternates will be submitted to the Town for review.

4.6 Sub-Task 6: Reviews

5.1.1 Review Meetings

Architect will meet again with the Project Team, reviewing and enforcement agencies, if required.

4.7 Sub-Task 7: Town Submittals

5.2.1 Assistance

Architect will provide the Project Team with existing project information and documentation to make any required submittals beyond those mentioned in the above tasks. Additional documentation, if required, can be provided as an additional service.

CONSTRUCTION DOCUMENT PHASE

5.0 Task 5: Construction Documents

5.1 Sub-Task 1: Construction Document Initiation

5.1.1 Construction Document Kickoff Meeting

Architect will meet with the Project Team to initiate the Construction Document Phase, to confirm each project participant's role and to review the project schedule and budget.

Output: Ref. Sub-Task 2.

5.2 Sub-Task 2: Project Budget and Schedule

5.2.1 Project Budget

Architect will continue to monitor the construction budget, to review the information with the Project Team, and to propose and discuss methods to maintain the budget. Prior to the next phase, Architect will review the cost estimate information with the Project Team to confirm bid strategies and bid alternates. Refer to task 4.5.1.

5.2.2 Project Schedule

The Architect will review and confirm the project schedule and specific project goals and milestones. Architect will review the project schedule and submit comments and those of the Design Team to the Project Team. Architect will provide progress updates to help facilitate the maintenance of the schedule.

5.2.3 Meeting Schedule

Once the project schedule is confirmed, Architect will prepare an initial list of interviews and meetings to be scheduled. Each meeting will include an agenda that addresses the issues to be covered.

5.2.4 Project Submittals

The Architect will review and confirm the necessary project submittals to reviewing agencies, and coordinate the requirements with the schedule.

5.2.5 Review and Quality Control

Architect will provide a check set at the 50% and 90% completion of this phase. A copy will be issued to all Design Team consultants for review and coordination. A copy will be issued at 90% completion to the Project Team, Ref. 5.6.1. Revisions based upon these reviews will be incorporated into a 100% complete set of documents.

Output: Updated Project Schedule and Project Plan.

5.3 Sub-Task 3: Review of Design Development

5.3.1 Review and modify design documents

Architect will review and solicit comments from the Project Team to identify design issues, based upon the Design Development package and cost estimate. These issues need to be discussed and incorporated at the beginning of the phase, prior to further design and documentation.

5.4 Sub-Task 4: Construction Documentation

5.4.1 Building Development

Based upon the approved Design Development and any further adjustments in the scope or quality of the project, or in the construction budget authorized by the Project Team, Architect shall prepare Construction Documents. These consist of Drawings and Specifications setting forth in detail the requirements for the construction of the project.

5.4.2 Final Documents

Following the cost estimate at 90% completion, Project Team will recommend the scope of work and make final adjustments to the documents and bid format. These will be issued to the Project Team and Design Team as the 100% complete documents.

Output: The architectural documentation for this phase will include the substantial completion of all the documents listed in the previous phases, and all necessary detailing.

5.5 Sub-Task 5: Design & Coordination

5.5.1 Design Team Construction Documents

The consultants will prepare all necessary Drawings and Specifications to set forth in detail the requirements for the construction of the project. Architect

will coordinate the architectural design of the building with each of the disciplines.

Output: The documentation for this phase will include all the documents listed in the previous phases, and all necessary detailing. Additional documentation will include drawings and specifications for Graphics installations and any structural and Title 24 calculations as required by the local reviewing authorities. The draft specifications will be developed into a complete project manual, coordinated with Town supplied sections for bidding instructions and Division 1 construction requirements.

5.6 Sub-Task 6: Cost Estimate

5.6.1 Cost Estimate Update

Architect will submit a revised and updated version of the estimate for probable construction cost at 90% completion of this phase to the Project Team.

Output: Architect will present a copy of the revised cost estimate and recommend final adjustments and bid alternate scenarios.

5.7 Sub-Task 7: Formal Submittals

5.7.1 Building Permit Application

Architect will assist the Town to make the applications and provide the necessary architectural documentation to meet the requirements of the Town's Reviewing Agencies, including: Building (including Grading, Drainage & Arborist), Planning, Public Works and the Menlo Park Fire Protection District.

BIDDING PHASE

6.0 Task 6: Project Bidding

- 6.1.1 Architect will assist the Town in obtaining bids and assist in awarding and preparing contracts for construction.
- 6.1.2 Architect will attending all pre-bid conferences and contract negotiations to provide appropriate information to prospective bidders and trade contractors.
- 6.1.3 Architect will attend all bid openings, assisting the Town in reviewing bids for conformance with the requirements of the Project and making recommendations on the award of contracts.
- 6.1.4 Architect will supplement and interpret the drawings and specifications as questions arise to assist the Town in negotiations with bidders and trade contractors.
- 6.1.5 As required, Architect will prepare addenda for inclusion in notices to bidders or in contract packages to advise trade contractors of information which would

clarify the drawings and specifications as necessary to enable them to prepare and submit bids and enter into contracts.

- 6.1.6 *If at the time of bid opening it is determined that the approved Construction Cost Budget has been exceeded by more than 5%, the Architect shall redesign the Project, at no cost to the Town, in accordance with best architectural practices and subject to the Town's review and approval in order to meet the approved Construction Cost Budget.*

CONSTRUCTION ADMINISTRATION PHASE

7.0 Task 7: Construction Administration

7.1 Sub-Task 1: Construction Administration Initiation

7.1.1 Pre-construction Meeting

Architect will meet with the Project Team the contractor and other interested parties to review the schedule, roles and responsibilities for the construction process. This will establish the correct and most expeditious protocol and methods of communication for reviewing and transmitting information.

7.2 Sub-Task 2: Construction Schedule

7.2.1 Architect will review and comment on the Contractor's draft schedule.

7.3 Sub-Task 3: Meetings

7.3.1 Meetings

Architect will attend a regular schedule of on-site meetings once a week throughout the construction period, to review the progress and general conformity with the documents. Architect's consultant team will attend site meetings and review the work when deemed appropriate.

7.4 Sub-Task 4: Review and Distribution of Information

7.4.1 Contractor Inquiries, Submittals, Proposed Change Orders

Architect and their consultants will review contractor submittals, proposed change orders and information requests and provide comments to the Project Team in a timely manner.

7.4.2 Clarification to Documents

Architect and their consultants will issue supplemental instructions as necessary through the Project Team to clarify the construction documents.

7.4.3 Progress

Architect and their consultants will assist the Town as needed with their review of the general contractor's pay applications and contractor's requests for phased and overall substantial completion.

7.5 Sub-Task 5: Project Closeout

7.5.1 Final Completion

When the contractor has substantially completed the project, Architect and their consultants will make a detailed review of the visible work to note items that are incomplete or inconsistent with the documents and design intent, prior to the Town's occupation and acceptance of the completed buildings. Once the final punch list has been back checked the Architect will assist the Town in signing and completing the Final Documents.

7.5.2 Final Documentation

Architect will maintain a digital record of their work over the course of construction and provide a digital set in AutoCAD of "as-built" drawings and a Word version of Specifications to the Town. Architect will review the "as-built" modified complete construction documents supplied by the general contractor and verify that all changes made to the plans by the contractor are incorporated into the digital as-built plans prepared by the Architect.

7.6 Sub-Task 6: Formal Submittals

7.6.1 Reviewing Agencies

Architect will assist the Town with their responsibility to file the documents that are required for governmental authorities having jurisdiction over the project.

Appendix 5, Sample Design Professionals Service Agreement

**AGREEMENT FOR ARCHITECTURAL SERVICES
TOWN OF ATHERTON AND X.; ATHERTON CIVIC CENTER PROJECT**

This Service Agreement (hereinafter "Agreement") is made and entered into by and between the TOWN OF ATHERTON, a municipal corporation (hereinafter "Town"), and X.(hereinafter "Consultant"). Town and Consultant may be collectively referred to herein as the "parties."

RECITALS

- A.** Town requested a proposal from Consultant to perform the services generally including conceptual design services, planning, building programming, site analysis, site selection, site design, cost estimating, public participation and construction administration support services as set forth fully in Exhibit "D"; and
- B.** In response to Town's request for proposals, Consultant submitted a proposal (Proposal), as set forth in Exhibit "D" and, after negotiations, Consultant agreed to perform, or to have performed, the services more particularly described on Exhibit "A" Scope of Work described in Exhibit A, in return for the compensation described in this Agreement and Exhibit "B", the Compensation Schedule; and
- C.** All of the costs associated with this Agreement shall be paid out of the Library Building Fund, Building Capital Fund and Capital Improvement Fund; and
- D.** In reliance upon Consultant's documentation of its qualifications as set forth in Exhibit "C," Town finds that Consultant has demonstrated the requisite qualifications, experience, training, and expertise to perform the requested services.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS IDENTIFIED HEREIN, THE PARTIES HEREBY AGREE AS FOLLOWS:

- 1. SCOPE OF SERVICES.** Consultant shall perform the scope of services described in Exhibit "A," attached hereto and incorporated herein by reference, in accordance with the terms and conditions contained in this Agreement, plus contract for, manage and be responsible for any associated work necessary in order to satisfactorily complete the services requested in the RFP and the Proposals.

TIME FOR PERFORMANCE. Time is of the essence in the performance of services under this Agreement and the timing requirements set forth herein shall be strictly adhered to unless otherwise modified in writing in accordance with this Agreement. Consultant shall commence performance, and shall complete all required services no later than the dates set forth in the Project Schedule detailed in Section 4 of Exhibit "A." Any services for which times for performance are not specified in this Agreement shall be commenced and completed by Consultant in a reasonably prompt and timely manner based upon the circumstances and direction communicated to the Consultant. Consultant shall submit all requests for extensions of time to the Town in writing no later than ten (10) days after the start of the condition which purportedly caused the delay, and not later than the date on which performance is due. Any minor changes to extend the Project Schedule required by Town's Authorized Representative made in good faith shall not

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result in any changes to compensation due Consultant.

2. (A) Consultant agrees to hold harmless and indemnify Town from any damages resulting from any such minor extension of time for performance under the Project Schedule.

(B) Force Majeure. The Consultant shall be excused from performing any obligation or undertaking provided in this Agreement in the event and so long the performance of such obligation is prevented or delayed, retarded or hindered by any act of God, fire, earthquake, flood, explosion, actions or elements, war, invasion, insurrection, riot, mob, violence, sabotage, inability to procure or general shortage of labor, equipment, facilities, materials or supplies in the open market, failure of transportation, strikes, lockouts, action of labor unions, condemnation, requisition, laws, orders of governmental or civil military authorities, or any other cause, whether similar or dissimilar to the foregoing not within the respective control of the Consultant.

3. PAYMENT.

3(A). Billing. Consultant shall submit monthly invoices to the Town identifying the services performed and the charges for such services and reimbursable expenses based upon Consultant's compensation schedule set forth in Exhibit "B" attached hereto and incorporated herein by reference). The Town shall make monthly payments to Consultant for services which are reasonably satisfactorily performed in accordance with this Agreement

3(B-1) Payments. Town shall pay Consultant no later than 45 days following receipt and acceptance of a properly rendered invoice.

3(B-2) Disputes. Town shall have 10 business days to notify Consultant, in writing, of any disputes relating to any invoice. In such cases, Town shall pay the undisputed invoice portion in accordance with 3(B-1) above.

3(B-3). "Not to Exceed" Compensation. The compensation payable to Consultant for the services identified in Exhibit "A" shall not exceed the combined sum of Z Dollars (\$Z.00). Consultant shall not perform any services beyond the services identified in Exhibit "A" without prior written authorization from the Town's City Manager.

3(C). Consultant's Failure to Perform. In the event that Consultant performs services which do not comply with the requirements of this Agreement in Town's reasonable opinion, Consultant shall, upon receipt of written notice from the Town, revise the work product without additional compensation. If Consultant's failure to perform in accordance with this Agreement causes damages to the Town, Consultant shall be liable for such damages and reimburse the Town for the damages incurred which may be charged as an offset to Consultant's payment. Consultant will be required to modify the design, at their sole cost, should the construction bids exceed their Final Estimate of Probable Cost by more than 5%

4. AUTHORIZED REPRESENTATIVES.

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4(A). Consultant's Authorized Representative. Consultant understands that, in entering into this Agreement, the Town has relied upon Consultant's ability to perform in accordance with its representations regarding the qualifications of the Consultant including the qualifications of its Authorized Representative, its personnel, and its subconsultants, if any identified in "A" Sections 1.3 and 1.4 attached hereto and incorporated herein by reference. Therefore, Consultant shall not replace its Authorized Representative, or any of the personnel or subconsultants identified in Exhibits "A" Sections 1.3 and 1.4 without the prior written consent of the Town. Such personnel shall be deemed and considered by the Parties to be "key personnel" and an integral part of this Agreement. All services under this Agreement shall be performed by or under the direct supervision of Consultant's Authorized Representative and other key personnel as identified in Exhibits "A" Sections 1.3 and 1.4.

4(B). Town's Authorized Representative. For the performance of services under this Agreement, the City Manager shall be the Authorized Representative unless that person shall designate in writing some other person to perform this function on his or her behalf.

5. INFORMATION AND DOCUMENTATION.

5(A). Information from Town. Town has made an effort to provide Consultant with all information necessary for Consultant's performance of services under this Agreement. If Consultant believes additional information is required, Consultant shall promptly notify the Town, and the Town will provide to Consultant all relevant non-privileged information in Town's possession. Any failure to do so prior to commencement of services under this Agreement shall result in waiver of any compensation for services believed by Consultant to be necessary at that time. This provision shall not relate to any outside survey or soils work not within the Scope of Work set forth in Exhibit "A".

5(B). Consultant's Accounting Records. Consultant shall maintain all accounting records related to this Agreement in accordance with generally accepted accounting principles and state law requirements, and in no event for less than three years after final acceptance of the project. Consultant's accounting records shall include, at a minimum, all documents which support Consultant's costs and expenses related to this Agreement, including personnel time records, subconsultant invoices and payments, and reimbursable expenses. Consultant's accounting records shall be made available to Town for review or audit within a reasonable time after Town's request, during normal business hours. Should any such audit result in a dispute, the designated representatives of both the Consultant and the Town shall, within 10 working days convene to resolve the issue. In the event that a credit is due back to either party as a result of such resolution, then party owing shall make such payment within 45 days.

5(C). Ownership of Work Product. All original drawings, plans, reports, specifications, calculations, other documents and copyright interests including all copyrightable interests arising under the 1990 Architectural Works Copyright Protection Act developed, prepared or discovered by Consultant, including its employees and subconsultants, in performance of this Agreement (collectively "work product"),

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whether complete or in progress, are the property of the Town, and shall be presented to the Town at the completion of Consultant's services, or upon demand by the Town. Consultant shall have a right to make and keep copies of the work product, but Consultant shall not reveal the work product, or make it available, to any third party without the prior written consent of the Town.

Town acknowledges that its use of the work product is limited to the purposes contemplated by the scope of work attached to this Agreement and that the Consultant makes no representation of the suitability of the work product for use in or application to circumstances not contemplated by this scope of work. The right of Town to modify and reuse the work product for purposes other than that contemplated by the scope of work is subject to the provisions of California Business and Professions Code section 5536.25, 6735, 6735.3 or 6735.4, whichever is applicable.

5(D). Errors/Omissions. Consultant shall correct, at no cost to Town, any and all errors, omissions, or ambiguities in the work product submitted to Town upon notice to Consultant. If Consultant has prepared plans and specifications or other design documents to be used in construction of a project, Consultant shall be obligated to correct any and all errors, omissions or ambiguities in the work product discovered prior to and during the course of construction of the project. All such obligations set forth in this Agreement shall survive termination of this Agreement.

6. RELATIONSHIP BETWEEN THE PARTIES. Consultant is, and at all times shall remain, an independent contractor solely responsible for all acts of its employees, agents, or subconsultants, including any negligent acts or omissions. Consultant is not Town's agent, and shall have no authority to act on behalf of the Town, or to bind the Town to any obligation whatsoever, unless the Town provides prior written authorization to Consultant. Consultant is not an officer or employee of Town, and Consultant shall not be entitled to any benefit, right, or compensation other than that provided in this Agreement.
7. CONFLICTS OF INTEREST PROHIBITED. Consultant (including its employees, agents, and subconsultants) shall not maintain or acquire any direct or indirect interest that conflicts with the performance of this Agreement. Consultant shall comply with all requirements of the Political Reform Act as set forth in California Government Code sections 81000, *et seq.*, Government Code section 1090k and other laws relating to conflicts of interest, including: (a) Consultant shall not make or participate in a decision made by the Town if it is reasonably foreseeable that the decision may have a material effect on Consultant's economic interest, and (b) if required by law, Consultant shall file financial disclosure forms with the Town Clerk. Furthermore, Consultant asserts that at no time during the selection and during the performance of this contract, has any member of the Town or the review Committee or the Library had any material financial interest in, or received compensation from, Consultant. If Consultant maintains or acquires a conflicting interest, any contract with the Town (including this Agreement) involving Consultant's conflicting interest may be terminated by the Town.
8. NON-SOLICITATION. Consultant agrees not to solicit any of Town's employees, officials or committee members for the period of this agreement and 1 year following its

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completion,

- 9. NONDISCRIMINATION.** Consultant shall not discriminate against any person related to the performance under this Agreement (including any employee or applicant) because of race, color, religious creed, national origin, physical disability, mental disability, medical condition, marital status, sexual orientation, or sex.
- 10. COMPLIANCE WITH LAW AND STANDARD OF CARE.** Consultant shall comply with all applicable legal requirements including all federal, state, and local laws (including ordinances and resolutions), whether or not said laws are expressly stated in this Agreement. Consultant shall perform services under this Agreement using a standard of care equal to, or greater than, the degree of skill and diligence ordinarily used by reputable professionals, with a level of experience and training similar to Consultant, performing under circumstances similar to those required by this Agreement.
- 11. INSURANCE.** Consultant shall, throughout the duration of this Agreement, maintain insurance to cover Consultant (including its agents, representatives, subconsultants, and employees) in connection with the performance of services under this Agreement. This paragraph identifies the minimum insurance levels with which Consultant shall comply; however, the minimum insurance levels shall not relieve Consultant of any other performance responsibilities under this Agreement including the indemnity requirements, and Consultant may carry, at its own expense, any additional insurance it deems necessary or prudent. Concurrently with the execution of this Agreement by Consultant, and prior to the commencement of any services, Consultant shall furnish written proof of insurance (certificates and endorsements), in a form reasonably acceptable to Town. Consultant shall provide written proof of insurance no later than 30 days prior to the expiration date of any insurance policy required by this Agreement.
- 11(A). Minimum Insurance Levels.** Consultant shall maintain insurance at the following minimum levels:
- 10(A)(1). Commercial General Liability (with coverage at least as broad as ISO form CG 00 01 01 96) coverage in an amount not less than \$4,000,000 general aggregate and \$2,000,000 per occurrence for general liability, bodily injury, personal injury, and property damage.
 - 10(A)(2). Automobile Liability (with coverage at least as broad as ISO form CA 00 01 07 97, for “any auto”) coverage in an amount not less than \$1,000,000 per accident for bodily injury and property damage.
 - 10(A)(3). Workers’ Compensation coverage as required by the State of California.
 - 10(A)(4). Professional Liability coverage for damages that may be the result of errors, omissions, or negligent acts of Consultant in an amount not less than \$2,000,000 per claim.
- 10(B). Endorsements.** The insurance policies, except for Professional Liability coverage, shall be endorsed as follows:
- 10(B)(1). For the commercial general liability insurance, the Town (including its officials, employees, and agents) shall be named as additional insured, and the policy shall be endorsed with a form equivalent to ISO form CG 20 10 11 85.
 - 10(B)(2). Consultant’s insurance is primary to any other insurance available to

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Town with respect to any claim arising out of this Agreement. Any insurance maintained by Town shall be deemed to be in excess of the Consultant's insurance and shall not contribute with it.

10(B)(3). Consultant's insurance will not be canceled, limited, or allowed to expire without renewal until after 30 days written notice has been given to the Town.

10(C). Qualifications of Insurers. All insurance companies providing coverage to Consultant shall be insurance organizations authorized by the Insurance Commissioner of the State of California to transact the business of insurance in the State of California, and shall have an A.M Best's rating of not less than "A:VII."

12. REPORTING DAMAGES. If any damage including death, personal injury or property damage occurs in connection with the performance of this Agreement, Consultant shall immediately notify the Town Risk Manager's office by telephone at 510-284-4050, and Consultant shall promptly submit to the Town's Risk Manager and the Town's Authorized Representative, a written report in a form acceptable to the Town with the following information: (a) name and address of the injured or deceased person(s), (b) name and address of all witnesses, (c) name and address of Consultant's insurance company and contact person, and (d) a detailed description of the damage and whether any Town personnel or property was involved.

13. INDEMNIFICATION. Consultant shall, to the fullest extent permitted by law, hold harmless, defend with counsel approved by the Town, and indemnify Town and its officers, officials, employees and volunteers from and against all claims, including all litigation, demands, damages, liabilities, costs, and expenses, and including court costs and attorney's fees, arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of Consultant or its employees, agents and subconsultants, except where caused by the negligence, sole negligence or willful misconduct of Town or any of its officers, officials, employees, or volunteers. The provisions of this section survive completion of the services or the termination of this Agreement. The provisions of this section are not limited by the provisions of Section 11 relating to insurance.

Notwithstanding the above, the Indemnitor has no obligation to pay for any defense related cost prior to a final determination of its liability. Following any such determination of its liability, the Indemnitor shall be responsible to pay amount of such costs equal to the finally determined percentage of liability based on the comparative fault of the Indemnitor.

14. TERM OF THE AGREEMENT. The term of this Agreement shall commence on the date signed by the parties below, and shall continue until completion of all services in accordance with the timing requirements set forth in Exhibit "A" and paragraph 2 of this Agreement. This Agreement may be terminated by Town without cause upon fifteen (15) days written notice to Consultant. If Town exercises its right to terminate this Agreement in accordance with this paragraph, it shall pay Consultant for all services satisfactorily performed in accordance with this Agreement, through and including the date of notice of termination, but not to exceed the payments according to the rates specified in Exhibit "B" or the maximum amount authorized under paragraph 3 of this Agreement.

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15. DEFAULT. If either party (“demanding party”) has a good faith belief that the other party (“defaulting party”) is not complying with the terms of this Agreement, the demanding party shall give written notice of the default with reasonable specificity to the defaulting party and demand the default to be cured within ten (10) days from receipt of the notice. If: (a) the defaulting party fails to cure the default within ten (10) days from receipt of the notice, or, (b) if more than ten (10) days are reasonably required to cure the default and the defaulting party fails to give adequate written assurance of due performance within ten (10) days of the notice, then (c) the demanding party may terminate this Agreement upon written notice to the defaulting party of such fact. In the event that Consultant is terminated due to a material breach then Consultant shall be held liable for any and all damages incurred by Town plus re-procurement costs.

16. NOTICES. All notices required or contemplated by this Agreement shall be in writing and shall be delivered to the respective party as set forth in this section. Communications shall be deemed to be effective upon the first to occur of: (a) actual receipt by a party’s Authorized Representative, or (b) actual receipt at the address designated below, or (c) three working days after deposit in the United States Mail of registered or certified mail sent to the Authorized Representative at the address designated below. The Authorized Representative of either party may modify their respective contact information identified in this section by providing notice to the other party.

To: Town
Attn: City Manager
91 Ashfield Road
Atherton CA 94027

To: Consultant
Attn: Principal

X
X, CA.

17. HEADINGS. The heading titles for each paragraph of this Agreement are included only as a guide to the contents and are not to be considered as controlling, enlarging, or restricting the interpretation of the Agreement.

18. SEVERABILITY. If any term of this Agreement, including any phrase, provision, covenant, or condition, is held by a court of competent jurisdiction to be invalid or unenforceable, the Agreement shall be construed as not containing that term, and the remainder of this Agreement shall remain in full force and effect; provided, however, this paragraph shall not be applied to the extent that it would result in a frustration of the parties’ intent under this Agreement.

19. GOVERNING LAW, JURISDICTION, AND VENUE. The interpretation, validity, and enforcement of this Agreement shall be governed by and interpreted in accordance with the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of San Mateo.

20. DISPUTE RESOLUTION/ATTORNEY’S FEES. As a condition precedent to initiating a legal action in the event of a dispute arising out of either party’s obligations under this Agreement or to enforce any provision of this Agreement, the parties agree first to attempt to settle such dispute through direct negotiations, and if necessary, through mediation with a mutually agreed upon mediator experienced in architectural and construction

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matters. In the event that mediation is unsuccessful, either party may initiate a legal action to enforce any provision or obligation under this Agreement. The prevailing party in any such legal action is entitled to reasonable attorney’s fees, costs, and expenses incurred. Any applicable limitations period shall be tolled during the time spent pursuing mediation.

21. ASSIGNMENT AND DELEGATION. This Agreement, and any portion thereof, shall not be assigned or transferred, nor shall any of the Consultant’s duties be delegated, without the written consent of Town. Any attempt to assign or delegate this Agreement without the written consent of Town shall be void and of no force or effect. Consent by Town to one assignment shall not be deemed to be a consent to any subsequent assignment.

22. MODIFICATIONS. This Agreement may not be modified orally or in any manner other than by an amendment in writing signed by both parties.

23. WAIVERS. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.

24. ENTIRE AGREEMENT. This Agreement, including all documents incorporated herein by reference, comprises the entire integrated understanding between the parties concerning the services described herein. This Agreement supersedes all prior negotiations, agreements, and understandings regarding this matter, whether written or oral. The documents incorporated by reference into this Agreement are complementary; what is called for in one is binding as if called for in all.

25. SIGNATURES. The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the Consultant and the Town. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

26. ORDER OF PRECEDENCE. The order of precedence of documents in the event of any ambiguity or inconsistency shall be: 1) this Agreement, 2) the RFP and 3) the Proposal.

27.

IN WITNESS WHEREOF, the Town and Consultant do hereby agree to the full performance of the terms set forth herein.

TOWN OF ATHERTON

CONSULTANT

By: _____
Title: _____
Date: _____

By: _____
Title: _____
Date: _____

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APPROVED AS TO FORM:

By: _____
Title: City Attorney

SAMPLE - SUBJECT TO CHANGE