

**AGREEMENT FOR PROFESSIONAL SERVICES
WITH GROUP 4 ARCHITECTURE FOR THE
PHASE 1 IMPROVEMENTS AT WASHINGTON PARK
FOR THE BURLINGAME CITY PARKS YARD**

THIS AGREEMENT is made and entered into in the City of Burlingame, County of San Mateo, State of California, by and between the **CITY OF BURLINGAME**, a municipal corporation [hereinafter City], and **GROUP 4 ARCHITECTURE, RESEARCH, + PLANNING, INC.** engaged in providing **Professional Services** herein called the “Consultant”, **as of the 23 day of January, 2026.**

RECITALS

- A. The City is considering for consultant to provide professional services consisting of project participation and conceptual design services to support Phase 1 Improvements at Washington Park, 420 Carolan Ave, Burlingame, CA for the Burlingame City Parks Yard Project.
- B. The City desires to engage a professional consultant to provide professional services because of Consultant’s experience and qualifications to perform the desired work, described in Exhibit A.
- C. The Consultant represents and affirms that it is qualified and willing to perform the desired work pursuant to this Agreement.

AGREEMENTS

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

- 1. Scope of Services. The Consultant shall provide the services described in Exhibit A, attached hereto and made part of this agreement.
- 2. Time of Performance. The services of the Consultant are to commence upon the execution of this Agreement until December 31, 2026.
- 3. Compliance with Laws. The Consultant shall comply with all applicable laws, codes, ordinances, and regulations of governing federal, state and local laws. Consultant represents and warrants to City that it has all licenses, permits, qualifications and approvals of whatsoever nature which are legally required for Consultant to practice its profession. Consultant represents and warrants to City

that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, and approvals which are legally required for Consultant to practice its profession. **Consultant shall maintain a City of Burlingame business license.**

4. Nonexclusivity. Nothing contained in this Agreement shall be construed or interpreted as giving the Consultant any exclusive right or priority to provide any or all of the services described in this Agreement, and the City shall remain free to use its own forces or any other person to provide some of all of those services as the City may in its sole discretion determine best meets the City's needs and wishes.
5. Sole Responsibility. Consultant shall be responsible for employing or engaging all persons necessary to perform the services under this Agreement.
6. Information/Report Handling. All documents furnished to Consultant by the City and all reports and supportive data prepared by the Consultant under this Agreement are the City's property and shall be delivered to the City upon the completion of Consultant's services or at the City's written request. All reports, information, data, and exhibits prepared or assembled by Consultant in connection with the performance of its services pursuant to this Agreement are confidential until released by the City to the public, and the Consultant shall not make any of these documents or information available to any individual or organization not employed by the Consultant or the City without the written consent of the City before such release. The City acknowledges that the reports to be prepared by the Consultant pursuant to this Agreement are for the purpose of evaluating a defined project, and City's use of the information contained in the reports prepared by the Consultant in connection with other projects shall be solely at City's risk, unless Consultant expressly consents to such use in writing. City further agrees that it will not appropriate any methodology or technique of Consultant which is and has been confirmed in writing by Consultant to be a trade secret of Consultant.
7. Cost of Services and Materials. Pricing for those services shall be in conformance with the price listing in **Exhibit B** attached hereto, including base services in the amount not to exceed **Three Hundred Ninety Seven Thousand Eight Hundred Dollars (\$397,800)**. Billing shall include current period and cumulative expenditures to date and shall be accompanied by a detailed explanation of the work performed by whom at what rate and on what date. Also, plans,

specifications, documents or other pertinent materials shall be submitted for City review, even if only in partial or draft form.

8. Availability of Records. Consultant shall maintain the records supporting this billing for not less than three (3) years following completion of the work under this Agreement. Consultant shall make these records available to authorized personnel of the City at the Consultant's offices during business hours upon written request of the City.
9. Project Manager. The Project Manager for the Consultant for the work under this Agreement shall be Margaret Glomstad, Parks and Recreation Director.
10. Assignability and Subcontracting. The services to be performed under this Agreement are unique and personal to the Consultant. No portion of these services shall be assigned or subcontracted without the written consent of the City.
11. Notices. Any notice required to be given shall be deemed to be duly and properly given if mailed postage prepaid, and addressed to:

To City: Margaret Glomstad, Parks and Recreation Director
Parks and Recreation Department, City of Burlingame
850 Burlingame Ave.
Burlingame, CA 94010
Ph. (650) 558-7307
E-mail: mglomstad@burlingame.org

To Consultant: Jonathan Hartman, Principal
Group 4 Architecture, Research + Planning, Inc.
211 Linden Ave
So. San Francisco, CA 94080
Ph. (650) 871-07911
E-mail: jhartman@g4arch.com

or personally delivered to Consultant to such address or such other address as Consultant designates in writing to City.

12. Independent Contractor. It is understood that the Consultant, in the performance of the work and services agreed to be performed, shall act as and be an

independent consultant and not an agent or employee of the City. As an independent consultant he/she shall not obtain any rights to retirement benefits or other benefits which accrue to City employee(s). With prior written consent, the Consultant may perform some obligations under this Agreement by subcontracting, but may not delegate ultimate responsibility for performance or assign or transfer interests under this Agreement.

13. Conflict of Interest. Consultant understands that its professional responsibilities is solely to the City. The Consultant has and shall not obtain any holding or interest within the City of Burlingame. Consultant has no business holdings or agreements with any individual member of the Staff or management of the City or its representatives nor shall it enter into any such holdings or agreements. In addition, Consultant warrants that it does not presently and shall not acquire any direct or indirect interest adverse to those of the City in the subject of this Agreement, and it shall immediately disassociate itself from such an interest should it discover it has done so and shall, at the City's sole discretion, divest itself of such interest. Consultant shall not knowingly and shall take reasonable steps to ensure that it does not employ a person having such an interest in this performance of this Agreement. If after employment of a person, Consultant discovers it has employed a person with a direct or indirect interest that would conflict with its performance of this Agreement, Consultant shall promptly notify City of this employment relationship, and shall, at the City's sole discretion, sever any such employment relationship.
14. Equal Employment Opportunity. Consultant warrants that it is an equal opportunity employer and shall comply with applicable regulations governing equal employment opportunity. Neither Consultant nor its subcontractors do and neither shall discriminate against persons employed or seeking employment with them on the basis of age, sex, color, race, marital status, sexual orientation, ancestry, physical or mental disability, national origin, religion, or medical condition, unless based upon a bona fide occupational qualification pursuant to the California Fair Employment & Housing Act.
15. Insurance.
 - A. Minimum Scope of Insurance:
 - i. Consultant agrees to have and maintain, for the duration of the contract, General Liability insurance policies insuring him/her and

his/her firm to an amount not less than: One million dollars (\$1,000,000) combined single limit per occurrence and two million dollars (\$2,000,000) aggregate for bodily injury, personal injury and property damage in a form at least as broad as ISO Occurrence Form CG 0001.

- ii. Consultant agrees to have and maintain for the duration of the contract, an Automobile Liability insurance policy ensuring him/her and his/her staff to an amount not less than one million dollars (\$1,000,000) combined single limit per accident for bodily injury and property damage.
- iii. Consultant agrees to have and maintain, for the duration of the contract, professional liability insurance in amounts not less than two million dollars (\$2,000,000) each claim/aggregate sufficient to insure Consultant for professional errors or omissions in the performance of the particular scope of work under this agreement.
- iv. Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

B. General and Automobile Liability Policies:

- i. The City, its officers, officials, employees and volunteers are to be covered as insured as respects: liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of Consultant, premises owned or used by the Consultant. The endorsement providing this additional insured coverage shall be equal to or broader than ISO Form CG 20 10 11 85 and must cover joint negligence, completed operations, and the acts of subcontractors. This requirement does not apply to the professional liability insurance required for professional errors and omissions.

- ii. The Consultant's insurance coverage shall be endorsed to be primary insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurances maintained by the City, its officers, officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
 - iii. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officers, officials, employees or volunteers.
 - iv. The Consultant's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- C. In addition to these policies, Consultant shall have and maintain Workers' Compensation insurance as required by California law. Further, Consultant shall ensure that all subcontractors employed by Consultant provide the required Workers' Compensation insurance for their respective employees.
- D. All Coverages: Each insurance policy required in this item shall be endorsed to state that coverage shall not be canceled except after thirty (30) days' prior written notice by mail, has been given to the City (10 days for non-payment of premium). Current certification of such insurance shall be kept on file at all times during the term of this agreement with the City Clerk.
- E. Acceptability of Insurers: Insurance is to be placed with insurers with a Best's rating of no less than A-VII and authorized to do business in the State of California.
- F. Verification of Coverage: Upon execution of this Agreement, Contractor shall furnish the City with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on forms approved by the City. All certificates and endorsements are to be received and approved by the City before any work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

16. Indemnification.

- a. To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold the City, its officials, officers, employees, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the City, its officials, officers, employees, agents, or volunteers.
- b. If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance of "design professional" services (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims to the extent actually caused by the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault. Consultant has no obligation to provide an immediate defense or to pay for any of the indemnitees' defense-related costs prior to a final determination of liability.

17. Waiver. No failure on the part of either party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that party may have hereunder, nor does waiver of a breach or default under this Agreement constitute a continuing waiver of a subsequent breach of the same or any other provision of this Agreement.

18. Governing Law. This Agreement, regardless of where executed, shall be governed by and construed under the laws of the State of California. Venue for any action regarding this Agreement shall be in the Superior Court of the County of San Mateo.
19. Termination of Agreement. The City and the Consultant shall have the right to terminate this agreement with or without cause by giving not less than fifteen (15) days written notice of termination. In the event of termination, the Consultant shall deliver to the City all plans, files, documents, reports, performed to date by the Consultant. In the event of such termination, City shall pay Consultant an amount that bears the same ratio to the maximum contract price as the work delivered to the City bears to completed services contemplated under this Agreement, unless such termination is made for cause, in which event, compensation, if any, shall be adjusted in light of the particular facts and circumstances involved in such termination.
20. Amendment. No modification, waiver, mutual termination, or amendment of this Agreement is effective unless made in writing and signed by the City and the Consultant.
21. Entire Agreement. This Agreement constitutes the complete and exclusive statement of the Agreement between the City and Consultant. No terms, conditions, understandings or agreements purporting to modify or vary this Agreement, unless hereafter made in writing and signed by the party to be bound, shall be binding on either party.

IN WITNESS WHEREOF, the City and Consultant have executed this Agreement as of the date of _____.

City of Burlingame

“Consultant”

By _____
Lisa K. Goldman
City Manager

Group 4 Architecture, Research + Planning Inc.
Print Name: Jonathan Hartman
Title:

Approved as to form:

Michael Guina, City Attorney

ATTEST:

Meaghan Hassel-Shearer, City Clerk

EXHIBIT A

SCOPE OF SERVICES

THE PROJECT

1. The Project consists of professional services for the conceptual design of planned utilities and the schematic design for Phase 1 improvements to the 9,500-square-foot Burlingame Parks Yard and associated site work. This work will build upon the final organization of site elements shown in the 2025 Master Plan for this location. The Parks Yard is located at Washington Park, 420 Carolan Ave, Burlingame, CA.

SCOPE OF BASIC SERVICES

2. General :
 - 2.A The intent of the Consultant's Basic Services is to provide design and participation services in support of the Project as identified in Section 3. Consultant's Basic Services include a civil engineer, landscape architect, geotechnical engineer, environmental consultant, structural engineer, mechanical engineer, electrical engineer, low-voltage designers, and cost estimator, in addition to architectural services.
 - 2.B In selecting the Consultant, the City recognizes that the Consultant has the qualifications to provide full planning, architecture, and interior design services including conceptual design, schematic design, design development, construction documents, bidding, construction administration, and post-construction phase services. The City, at its discretion, may choose to amend this contract to add services to the Consultant's Scope of Services for Additional Compensation if mutually agreed to by the Client and Consultant.
 - 2.C Basic Services for this Project are based on completing the 2025 Master Plan for this location.
 - 2.D The Consultant's assumption is that the project will be constructed through a conventional public design-bid-build delivery method. Basic and Optional Services assume the construction work for Phase 1B will be developed as a single bid package to be constructed in a single phase. Phase 1A will be documented in the Concept Design herein but it is anticipated that the City will lead the creation of the final, detailed, procurement documents for Phase 1A.
 - 2.E The governing code for this project will be 2025 California Building Code (CBC). Plan check will be carried out by the City of Burlingame.
 - 2.F The City shall provide the following for the Project as needed:
 1. A City representative who can render decisions on behalf of the Project in a timely manner.
 2. Scheduling and invitations for public meetings.
 3. Information about:
 - a. City Standards
 - b. City Requirements
 4. Any other information not included in Consultant's Basic Services or Optional Services that is reasonably needed for the Project.
 5. The tGeneral and Supplemental Conditions for the Project, as well as any other City front end documents necessary for Bidding and Award.

- 2.G During each phase of the project, direction will be given to the Consultant in Project Management Team (PMT) meetings. Attending these meetings will be the Consultant, City representatives, the City's Project Manager, and others as determined by the City. Agreements and action items will be documented in meeting minutes.
 - 2.H Except where otherwise specified in this agreement, summaries of decisions, design direction, establishment of project requirements may be communicated and documented through written meeting minutes and e-mails.
 - 2.I Sustainable Design: The Consultant shall include sustainable design strategies. The project will be designed in accordance with the sustainable design practices described by the CALGreen state building code.
 - 2.J At this time, the City does not have the intention to pursue LEED certification. The preparation of LEED analyses, LEED credit evaluation and identification of probable construction costs and design fees associated with LEED certification by the USGBC, if desired by the City may be provided as Additional Services.
3. **Consultant's Basic Services:** Basic Services includes the services described in this Section 3 including subsections and subparagraphs.

The intent of the Consultant's Basic Services is to provide conceptual utility design and schematic design for Phase 1 of the Parks Yard improvements based on the final phased site strategy developed by the Consultant in collaboration with City of Burlingame staff. The Phase 1 improvements will include:

- 1. Phase 1A
 - a. Installation of electrical and data utilities for new temporary modular breakroom and restroom.
 - b. Installation of a new temporary modular breakroom and restroom.
- 2. Phase 1B
 - a. Site preparation
 - (1) General site clearing, grading, and compaction.
 - (2) Existing building demolition.
 - (3) Existing tree removal.
 - (4) Installation of water and sewer utilities for a new breakroom building.
 - b. Site development
 - (1) New paving.
 - (2) Construction of materials bays with CMU walls and a metal canopy roof structure.
 - c. New construction of a breakroom building.
- 3.B Consultant's Basic Services include the services of the following subconsultants:
 - 1. Electrical and Lighting Engineering – O'Mahony & Myer
 - 2. Civil Engineering – BKF Consultants
 - 3. Geotechnical Engineering – Romig Engineers
 - 4. Phase 1 Environmental Site Assessment – Geare Group
 - 5. Phase 2 Environmental Site Assessment – Trinity Source Group
 - 6. Low Voltage and Security Engineering – Smith Fause & McDonald, Inc.
 - 7. Structural Engineering – Degenkolb
 - 8. Landscape Architect – Callander Associates
 - 9. Mechanical and Plumbing Engineering – Blue Forest
 - 10. Cost Estimator – TBD Consultants
- 3.C The governing code for this project will be the 2025 California Building Code (CBC), and others as applicable.

- 3.D During each phase of the project, direction will be given to the Consultant in Project Management Team (PMT) meetings. Attending these meetings will be the Consultant, City Parks Department representatives, the City's Project Manager, and others as determined by the City. Agreements and action items will be documented in meeting minutes.
- 3.E Except where otherwise specified in this agreement, summaries of decisions, design direction, establishment of project requirements may be communicated and documented through written meeting minutes and e-mails.
4. **Consultant's Basic Services:** Basic Services includes the services described in this Section 4 including subsections and subparagraphs.
- 4.A Task 1: Project-wide site survey and analysis. In support of the concept design and implementation of Phase 1 as well as future phases of development, site survey and analysis tasks will be provided. This work will precede and parallel other project phases. The Consultant shall provide:
1. Geotechnical Services. The Geotechnical Engineer shall:
 - a. Evaluate subsurface soil conditions in the vicinity of the proposed improvements for all project phases and provide geotechnical recommendations relating to the foundation and earthwork components of the Project. The initial services shall include:
 - (1) County drilling notification form
 - (2) Underground service alert
 - (3) Subsurface exploration
 - (4) Laboratory testing
 - (5) Office Studies
 - b. Review the field and laboratory data and perform engineering analyses to evaluate the planned improvements, from a geotechnical perspective, including building foundations, slabs-on-grade, pavements, tie earthwork, and surface drainage.
 - c. Prepare a report that summarizes the investigation and conclusions and presents geotechnical recommendations for design of the proposed improvements. The Engineer will provide site class and spectral accelerations for seismic design based on the 2025 California Building Code. To graphically illustrate the site conditions, several figures will be presented in the report, including a vicinity plan, site plan, local geologic map, boring logs, and laboratory test results.
 2. Land Surveying Services: The Civil Engineer shall:
 - a. Provide land surveying services, consisting of the following:
 - (1) Obtain block maps for water systems, storm drains, sanitary sewer and street lights.
 - (2) Review existing infrastructure to be mapped onto topographic survey
 - (3) Site visits to verify field conditions
 - (4) Aerial Survey
 - (5) Topographic Survey, including property lines and easements
 - (6) Base Sheet Production
 - (7) Record Boundary
 3. Environmental Site Assessments. The Environmental Consultant shall conduct a Phase I environmental site assessment (ESA) for past underground storage tank(s) on the site and, based on the findings of the Phase I ESA, shall conduct a limited Phase II ESA.
 - a. Phase I ESA. The Environmental Consultant shall conduct and prepare, according to the scope and limitations of ASTM-1527-21, all appropriate inquiries (AAI) into the previous ownership and uses of the subject property in accordance with 42 U.S.C. § 9601(35)(B) and 40 C.F.R. Part 312, including:
 - (1) A visual inspection for evidence of underground storage tanks.

- (2) A visual inspection for the presence of equipment that may contain polychlorinated biphenyls (PCBs), such as electrical transformers and capacitors.
- (3) An evaluation of onsite hazardous substance storage.
- (4) An overview of current uses of surrounding properties.
- (5) An evaluation of historical site and adjacent property use through a review of readily available aerial photographs and/or building and planning records.
- (6) A review of relevant regulatory database records to locate historic information on documented area uses that may have impacted environmental conditions at the site.
- (7) A review of any other information which the consultant feels is necessary and appropriate.
- (8) A final report in digital format (PDF).
- b. Phase II ESA. The Environmental Consultant shall:
 - (1) Conduct pre-field work, coordination, and HASP, prepare and submit a Drilling Permit, and schedule drilling.
 - (2) Conduct drilling and Sampling of one (1) boring to collect one (1) grab-groundwater sample; collect up to two (2) soil samples; analyze the collected samples for TPHg, TPHd, full scan VOCs, and naphthalene; drill and install one (1) 5.5 foot temporary soil vapor probe; and analyze the temporary soil vapor probe results for full scan VOCs.
 - (3) Prepare a laboratory data summary table, drilling/sampling location map, and brief summary description of the limited Phase II ESA results.

4.B Task 2: Project Participation. The Consultant shall:

- 1. Attend project meetings and presentations as directed by the City or as reasonably needed for the project.
- 2. City Council Presentations:
 - a. The Consultant shall attend, as required, up to one (1) City Council meeting, presenting the conceptual or schematic design to the Council for their action and approval. The Consultant shall preview the presentation with the PMT for their input prior to Council meetings.
- 3. Boards and Commissions:
 - a. The Consultant shall at a mid-point in the Schematic Design phase, attend one (1) Planning Commission meeting as required.
 - b. The Consultant shall attend two (2) Park and Recreation Commission Meetings to presenting the updated conceptual design and the schematic design as required.
 - c. The Consultant shall attend other Boards or Commission meetings as directed by the City.
- 4. Meetings:
 - a. Integrated Design Workshop: One (1)
 - b. Planning Commission: One (1)
 - c. Park and Recreation Commission: Two (2)
 - d. City Council: Up to Two (2)
- 5. Deliverables:
 - a. Meeting agendas, exhibits and minutes

4.C Task 3: Conceptual Design Services. The Consultant shall:

- 1. Based on the previously prepared site strategies, prepare updated conceptual design exhibits for all three anticipated phases of Parks Yard site development:
 - a. Building Program Spreadsheet
 - b. Site plans, floor plans and elevations, including:
 - (1) Conceptual utility plans for Phase 1A, Phase 1B, and future phase improvements, including temporary utilities to be used during construction.

- c. Narrative (Architectural, Civil, Geotechnical, Electrical, Plumbing, Low Voltage and Security, Landscape)
- d. Vignettes of exterior and/or interior (2 exterior and 2 interior)
- 2. Define exterior material palette and interior spaces.
- 3. Prepare a updated cost model corresponding to the updated conceptual design documents. Design and construction contingencies appropriate to each phase of the project shall be included. This is an update of the 2025 Master Plan cost model.
- 4. Prepare an estimated project schedule for future phases.
- 5. Upon direction from City Council on the preferred conceptual option, the Consultant shall prepare final conceptual design report.
- 6. Meetings:
 - a. Project Management Team (PMT): three (3)
 - b. Technical Meetings: Up to four (4) meetings with City Staff
 - (1) Planning
 - (2) Building
 - (3) Fire
 - (4) Public Works Engineering
 - c. City Council: Up to three (3) meetings, *allowance included in Task 2 Project Participation*
- 7. Deliverables:
 - a. Updated Conceptual Design Report
 - (1) Building Program
 - (2) Design Drawings (floor plan and massing options, site plan, site sections)
 - (3) Narratives
 - (4) Vignettes of exterior and/or interior (2 exterior and 2 interior)
 - (5) Refined Project Cost Model
 - b. Estimated Project Schedule

4.D Task 4: Schematic Design (15% Construction Documents). Upon written Notice to Proceed by the City and receipt of the City's comments on the Conceptual Design documents, the Consultant shall advance the design of the Phase 1 improvements during the schematic design phase. The Consultant shall:

- 1. Conduct Integrated Design Workshop with the City and design and engineering team to confirm and integrate building and site systems for efficiency, sustainability, functionality, performance, first and life cycle costs and other project considerations.
- 2. Develop the Schematic Design package for Architectural, Civil, Geotechnical, Structural, Mechanical, Electrical, Plumbing, Low Voltage and Security, and Landscape for the Phase 1A and Phase 1B improvements, consisting of:
 - a. Civil Site Plan, including parking layout, preliminary grading, drainage, hydrology, utility routing
 - b. Landscape preliminary site plan showing hardscape and landscape areas
 - c. Floor and roof plans
 - d. Reflected ceiling plans
 - e. Exterior elevations
 - f. Building sections
 - g. Structural design sketches and narrative and preliminary sizes of key structural members.
 - h. Mechanical and Plumbing schematic drawings showing the main HVAC ducts and piping as single-line plans and/or diagrams and preliminary equipment schedules supported by a narrative.
 - i. Preliminary lighting plan - buildings and site
 - j. Renderings (two interior and two exterior)
 - k. Outline specifications and/or narratives of each of the major building systems
 - l. Building program spreadsheet
 - m. Estimate of probable construction costs

3. Prepare an estimate of probable construction cost corresponding to the Schematic Design documents. Design and construction contingencies appropriate to each phase of the project shall be included.
4. Conduct four (4) technical meetings with City Parks and Recreation Department staff to review the schematic design.
5. Conduct one (1) technical meeting with the Planning Department to review the schematic site and building plans.
6. Conduct one (1) technical meeting each with the Building, Fire, and Police Departments to review the updated schematic code analysis.
7. Review the schematic design with the Planning Commission.
8. Review the schematic design with the Parks & Recreation Commission.
9. Review the schematic design with the City Council.
10. Meetings:
 - a. Project Management Team (PMT): Up to three (3)
 - b. Technical Meetings: Up to Eight (8)
 - c. Integrated Design Workshop
 - d. Planning Commission: One (1), *allowance included in Task 2 Project Participation*
 - e. Park & Recreation Commission: One (1), *allowance included in Task 2 Project Participation*
 - f. City Council: One (1), *allowance included in Task 2 Project Participation*
11. Deliverables:
 - a. Schematic Design (15% Construction Documents) Report
 - (1) Building program
 - (2) Design drawings
 - (3) Outline Specifications/ Narratives
 - (4) Project Cost Model
 - b. Schematic 15% Design Review Submittal
 - c. Meeting Agendas, exhibits and minutes

SCOPE OF OPTIONAL SERVICES

4. Consultant's Optional Services: Optional Services includes the services described in this Section 4, including subsections and subparagraphs. The following services are not part of the Consultant's Basic Services and shall only be performed by Consultant upon direction of the City.
 - 4.A Design Development (30% Construction Documents)
 - 4.B Construction Documents
 - 4.C Furniture, Fixtures & Equipment (FF&E)
 - 4.D Construction Administration
 - 4.E Project Closeout

ADDITIONAL SERVICES

5. The following services are not included in the Consultant's Scope of Basic Services and shall be provided if requested by the City. The Consultant shall be compensated for Additional Services in addition to compensation for Basic Services and Reimbursable Expenses.
 - 5.A Any other service not included in Basic Services or Optional Services.
 - 5.B Detailed analysis or engineering analysis of existing facilities.
 - 5.C Services of Subconsultants to the Consultant other than those included in Basic Services or Optional Services.
 - 5.D Providing services to verify the accuracy of drawings or other information furnished by the City.
 - 5.E Providing financial feasibility or other special studies.
 - 5.F Providing cost estimates beyond what is included in Basic Services or Optional Services.

- 5.G Preparation of communication, marketing, and fundraising materials including PowerPoint, flyers, kiosks, animations, artist renderings, physical presentation models, videos, web design and content other than those included in basic services or optional services.
- 5.H Providing services for preparing measured drawings of existing building conditions with the exception of the site survey and site plan.
- 5.I Additional architectural images of new facilities other than those included in Basic Services or Optional Services.
- 5.J Making revisions in drawings, or documents when such revisions are:
 - 1. Inconsistent with directions or instructions previously given by the City.
 - 2. Required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents.
 - 3. Due to changes required as a result of the City's failure to render decisions in a timely manner.
- 5.K Site Surveys, including on site features, sub surface features, topography, boundary, survey, etc. other than those included in Basic Services or Optional Services.
- 5.L Testing and/or evaluation of any off-site utilities
- 5.M Hazardous material assessments or documentation of any removal or abatement if required.
- 5.N Preparation, attendance and follow-up for meetings or presentations that are in addition to those that are specified and budgeted in Basic Services or Optional Services.
- 5.O Preparation of LEED analyses, LEED credit evaluation and identification of probable construction costs and design fees associated with a LEED certification by the USGBC if desired by the City.
- 5.P LEED services including LEED project management services, preparation of LEED documentation, Design Phase LEED submission to USGBC, LEED-based reviews during Construction phase services, Construction Phase LEED submission, and other related services.

RESPONSIBILITIES OF THE CITY

- 6. Throughout the Project, the City will have responsibilities and will provide services on behalf of the Project such as the following:
 - 6.A Written Notice to Proceed with each phase.
 - 6.B Management of the overall project budget.
 - 6.C Information about the City's needs and the project site.
 - 6.D A project representative who is authorized to make decisions in a timely manner with respect to the Project.
 - 6.E
 - 6.F Consultant access to the site.
 - 6.G Identify reviewing departments and agencies that are stakeholders in the Project.
 - 6.H City's typical street and curb details.
 - 6.I Special studies, testing and the services of special consultants if required by agencies having jurisdiction over the project.
 - 6.J Testing of sewer and other site systems if needed.
 - 6.K Identification and cost estimation of off-site improvements required for the project.
 - 6.L The Consultant shall be able to rely on the accuracy of information provided by the City.

Exhibit B

COMPENSATION

Conceptual and Schematic Design
for the Phase 1 Improvements at Washington Park, 420 Carolan Ave, Burlingame, CA.
for the Burlingame City Parks Yard

1.A COMPENSATION FOR BASIC SERVICES

1. Compensation to the Consultant for Basic Services described herein, shall be a stipulated sum of Three Hundred and Eighty-one Thousand and Eight Hundred Dollars (\$381,800).
2. Basic Compensation per project task shall not exceed the following portions of the Basic Services compensation unless approved by the Client.
3. All compensation for basic services shall be on a fixed fee basis. All supplemental services are on a time and materials basis.
4. All work performed on a fixed fee basis shall be invoiced monthly, in nine equal installments. Invoices shall describe in detail all work performed, including the time spent on tasks, the normal hourly rate associated with the employee performing the task, and any reimbursables.
5. All work performed on a time and materials basis shall be invoiced monthly. Invoices shall describe in detail all work performed, including the time spent on tasks, the hourly rate associated with the employee performing the task, and any reimburseables.
6. Total Maximum Compensation for Basic Services, Supplemental Services, and Reimbursable Expenses is as follows:

Compensation for Basic and Supplemental Services, inc. Reimbursables		
Tasks		Fee
Task 1	Project-wide site survey and analysis	\$63,800
Task 2	Project Participation	\$21,100
Task 3	Conceptual Design	\$74,000
Task 4	Schematic Design (30% Design)	\$222,900
Total Basic + Supplemental Compensation (Tasks 1-4)		\$381,800
Reimbursable Expenses (See Section 1.C.1, below)		\$16,000
Total Maximum Compensation for Basic Services, Supplemental Services, and Reimbursable Expenses.		\$397,800

1.B COMPENSATION FOR REIMBURSABLE EXPENSES

1. Reimbursable expenses related to the Project, whether for consultant, subconsultant, or Client use, and are billable at 1.10 times direct cost. Reimbursable expenses are in addition to compensation for Basic Services and shall not exceed Sixteen Thousand Dollars (\$16,000) without approval by the Client.

Reimbursable Expenses Allowance	
Tasks	Fee
Reimbursable Expenses	\$16,000
Total Reimbursable Expenses Allowance	\$16,000

2. Reimbursable expenses include expenses incurred by the Architect and subconsultants in the interest of the Project. Such costs include, but are not necessarily limited to:
 - Plotting of check sets and presentation drawings.

- Outside service scanning, printing, copying of drawings and documents of any size.
 - In-house project-related printing/copying (black/white and color), including draft and final reports, specifications, and drawings.
 - Outside telephone conferencing services.
 - Postage, delivery and messenger service.
 - Overtime expenses with prior client approval.
 - Architectural renderings, physical and digital scale models and animations.
 - Videos, web services, opinion surveys.
 - Travel expenses, including mileage, tolls, lodging and meals.
 - Sub-consultant costs.
 - Presentation boards.
 - Facilitation tools.
 - Workshop accessories and facilitation materials.
 - Software purchase and licensure on behalf of the client.
3. The following expenses are included in the hourly billing rates and are not billed separately:
- a. General in-house black and white printing/copying of 11"x 17" or smaller, except as noted above.
 - b. Telephone and fax usage, unless stipulated otherwise by Agreement.
 - c. Rates for Reimbursable Expenses are subject to annual revision each January 1st.

1.C COMPENSATION FOR ADDITIONAL SERVICES

1. Compensation to the Consultant for Additional Services beyond Basic, Supplemental, and Optional services described above shall be either at the following hourly rates or made as a negotiated stipulated sum. The rates below will be in effect through December 31st, 2026, and are subject to annual revisions at the start of each calendar year, following written notice to the City.

	<u>Hourly Rate</u>
Principal in Charge	\$290.00
Principal	\$280.00
Associate	\$270.00
Project Manager / Senior Architectural Staff	\$240.00
Architect III	\$220.00
Architect II	\$210.00
Architect I	\$205.00
Architectural Staff III	\$195.00
Architectural Staff II	\$180.00
Architectural Staff I	\$170.00
Interior Designer III / Planner III	\$195.00
Interior Designer II / Planner II	\$180.00
Interior Designer I / Planner I	\$170.00
Admin / Project Support	\$145.00-\$275.00
Consulting Principal	\$350.00

The above-listed rates are adjusted annually. The next adjustment will be 1 January 2027.