

**CITY OF BURLINGAME
PROFESSIONAL SERVICES AGREEMENT**

This Agreement is made and entered by and between the City of Burlingame, a public agency organized and operating under the laws of the State of California with its principal place of business at 501 Primrose Road, Burlingame, CA 94010 ("City"), and **GROUP 4 ARCHITECTURE, RESEARCH + PLANNING, INC.**, a California corporation with its principal place of business at 211 Linden Avenue, South San Francisco, CA 94080 (hereinafter referred to as "Consultant"). City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

RECITALS

A. City is a public agency of the State of California and is in need of professional services for the following project:

- Improvements to the Burlingame Library Community Room, including Basic Services and Optional Services, as needed, as defined in Exhibit A.

(hereinafter referred to as "the Project").

B. Consultant is duly licensed and has the necessary qualifications to provide such services.

C. The Parties desire by this Agreement to establish the terms for City to retain Consultant to provide the services described herein.

AGREEMENT

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Services.

Consultant shall provide the City with the services described in the Scope of Services attached hereto as Exhibit "A."

2. Compensation.

a. Subject to paragraph 2(b) below, the City shall pay for such services in accordance with the Schedule of Charges set forth in Exhibit "C."

b. In no event shall the total amount paid for services rendered by Consultant under this Agreement exceed the sum of \$47,700. This amount is to cover all printing and related costs, and the City will not pay any additional fees for printing expenses. Periodic payments shall be made within 30 days of receipt of an invoice which includes a detailed description of the work performed. Payments to Consultant for work performed will be made on a monthly billing basis.

3. Additional Work.

If changes in the work seem merited by Consultant or the City, and informal consultations with the other party indicate that a change is warranted, it shall be processed in the following

manner: a letter outlining the changes shall be forwarded to the City by Consultant with a statement of estimated changes in fee or time schedule. An amendment to this Agreement shall be prepared by the City and executed by both Parties before performance of such services, or the City will not be required to pay for the changes in the scope of work. Such amendment shall not render ineffective or invalidate unaffected portions of this Agreement.

4. Maintenance of Records.

Books, documents, papers, accounting records, and other evidence pertaining to costs incurred shall be maintained by Consultant and made available at all reasonable times during the contract period and for four (4) years from the date of final payment under the contract for inspection by City.

5. Term.

The term of this Agreement shall be from **the Effective Date to January 31, 2027**, unless earlier terminated as provided herein. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Project. Consultant shall perform its services in a prompt and timely manner within the term of this Agreement and shall commence performance upon receipt of written notice from the City to proceed ("Notice to Proceed"), which shall be issued no later than October 29, 2025. The Notice to Proceed shall set forth the date of commencement of work.

6. Delays in Performance.

a. Neither City nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; pandemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage or judicial restraint.

b. Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

7. Compliance with Law.

a. Consultant shall use due professional care to comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government, including Cal/OSHA requirements.

b. If required, Consultant shall assist the City, as requested, in obtaining and maintaining all permits required of Consultant by federal, state and local regulatory agencies.

c. If applicable, Consultant is responsible for all costs of clean up and/ or removal of hazardous and toxic substances spilled as a result of his or her services or operations performed under this Agreement.

8. Standard of Care

Consultant's services will be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.

9. Assignment and Subconsultant

Consultant shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the City, which may be withheld for any reason. Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement. Nothing contained herein shall prevent Consultant from employing independent associates, and subconsultants as Consultant may deem appropriate to assist in the performance of services hereunder.

10. Independent Contractor

Consultant is retained as an independent contractor and is not an employee of City. No employee or agent of Consultant shall become an employee of City. The work to be performed shall be in accordance with the work described in this Agreement, subject to such directions and amendments from City as herein provided.

11. Insurance. Consultant shall not commence work for the City until it has provided evidence satisfactory to the City it has secured all insurance required under this section. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required under this section.

a. Commercial General Liability

(i) The Consultant shall take out and maintain, during the performance of all work under this Agreement, in amounts not less than specified herein, Commercial General Liability Insurance, in a form and with insurance companies acceptable to the City.

(ii) Coverage for Commercial General Liability insurance shall be at least as broad as the following:

(1) Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 00 01) or exact equivalent.

(iii) Commercial General Liability Insurance must include coverage for the following:

- (1) Bodily Injury and Property Damage
- (2) Personal Injury/Advertising Injury
- (3) Premises/Operations Liability
- (4) Products/Completed Operations Liability
- (5) Aggregate Limits that Apply per Project
- (6) Explosion, Collapse and Underground (UCX) exclusion deleted
- (7) Contractual Liability with respect to this Agreement

- (8) Property Damage
- (9) Independent Contractors Coverage

(iv) The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; (3) products/completed operations liability; or (4) contain any other exclusion contrary to the Agreement.

(v) The policy shall give City, its officials, officers, employees, agents and City designated volunteers additional insured status using ISO endorsement forms CG 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage.

(vi) The general liability program may utilize either deductibles or provide coverage excess of a self-insured retention, subject to written approval by the City, and provided that such deductibles shall not apply to the City as an additional insured.

b. Automobile Liability

(i) At all times during the performance of the work under this Agreement, the Consultant shall maintain Automobile Liability Insurance for bodily injury and property damage including coverage for non-owned and hired vehicles, in a form and with insurance companies acceptable to the City.

(ii) Coverage for automobile liability insurance shall be at least as broad as Insurance Services Office Form Number CA 00 01 covering automobile liability (Coverage Symbol 1, any auto).

(iii) The policy shall give City, its officials, officers, employees, agents additional insured status.

(iv) Subject to written approval by the City, the automobile liability program may utilize deductibles, provided that such deductibles shall not apply to the City as an additional insured, but not a self-insured retention.

c. Workers' Compensation/Employer's Liability

(i) Consultant certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing work under this Agreement.

(ii) To the extent Consultant has employees at any time during the term of this Agreement, at all times during the performance of the work under this Agreement, the Consultant shall maintain full compensation insurance for all persons employed directly by him/her to carry out the work contemplated under this Agreement, all in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any acts amendatory thereof, and Employer's Liability Coverage in amounts indicated herein. Consultant shall require all subconsultants to obtain and maintain, for the period required by this Agreement, workers' compensation coverage of the same type and limits as specified in this section.

d. Professional Liability (Errors and Omissions)

At all times during the performance of the work under this Agreement the Consultant shall maintain professional liability or Errors and Omissions insurance appropriate to its profession, in a form and with insurance companies acceptable to the City and in an amount indicated herein. This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy form specifically designed to protect against acts, errors or omissions of the Consultant. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend.

e. Minimum Policy Limits Required

(i) The following insurance limits are required for the Agreement:

	<u>Limits</u>
Commercial General Liability	\$1,000,000 per occurrence/ \$2,000,000 aggregate for bodily injury, personal injury, and property damage
Automobile Liability	\$1,000,000 combined single limit
Employer's Liability	\$1,000,000 per accident or disease
Professional Liability	\$1,000,000 per claim and aggregate (errors and omissions)

(ii) Defense costs shall be payable in addition to the limits.

(iii) Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. Any available coverage shall be provided to the parties required to be named as Additional Insured pursuant to this Agreement.

f. Evidence Required

Prior to execution of the Agreement, the Consultant shall file with the City evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein. Such evidence shall include original copies of the ISO CG 00 01 (or insurer's equivalent) signed by the insurer's representative and Certificate of Insurance (Acord Form 25-S or equivalent), together with required endorsements. All evidence of insurance shall be signed by a properly authorized officer, agent, or qualified representative of the insurer and shall certify the names of the insured, any additional insureds, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, and the expiration date of such insurance.

g. Policy Provisions Required

(i) Consultant shall provide the City at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that the Consultant shall provide at least ten (10) days prior written notice of cancellation of any such policy due to non-payment of premium. If any of the required coverage is cancelled or expires during the term of this Agreement, the Consultant shall deliver renewal certificate(s) including the General Liability Additional Insured Endorsement to the City at least ten (10) days prior to the effective date of cancellation or expiration.

(ii) The Commercial General Liability Policy and Automobile Policy shall each contain a provision stating that Consultant's policy is primary insurance and that any insurance, self-insurance or other coverage maintained by the City or any named insureds shall not be called upon to contribute to any loss.

(iii) The retroactive date (if any) of each policy is to be no later than the effective date of this Agreement. Consultant shall maintain such coverage continuously for a period of at least three years after the completion of the work under this Agreement. Consultant shall purchase a one (1) year extended reporting period A) if the retroactive date is advanced past the effective date of this Agreement; B) if the policy is cancelled or not renewed; or C) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement.

(iv) All required insurance coverages, except for the professional liability coverage, shall contain or be endorsed to provide a waiver of subrogation in favor of the City, its officials, officers, employees, agents, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(v) The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Consultant from liability in excess of such coverage, nor shall it limit the Consultant's indemnification obligations to the City and shall not preclude the City from taking such other actions available to the City under other provisions of the Agreement or law.

h. Qualifying Insurers

(i) All policies required shall be issued by acceptable insurance companies, as determined by the City, which satisfy the following minimum requirements:

(1) Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and admitted to transact in the business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

i. Additional Insurance Provisions

(i) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by the City, is not

intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

(ii) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

(iii) The City may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.

(iv) Neither the City nor any of its officials, officers, employees, agents or volunteers shall be personally responsible for any liability arising under or by virtue of this Agreement.

j. Subconsultant Insurance Requirements. Consultant shall not allow any subcontractors or subconsultants to commence work on any subcontract until they have provided evidence satisfactory to the City that they have secured all insurance required under this section. Policies of commercial general liability insurance provided by such subcontractors or subconsultants shall be endorsed to name the City as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Consultant, City may approve different scopes or minimum limits of insurance for particular subcontractors or subconsultants.

12. 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.

13. California Labor Code Requirements.

a. Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain “public works” and “maintenance” projects (“Prevailing Wage Laws”). If the services are being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

b. If the services are being performed as part of an applicable “public works” or “maintenance” project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants, as applicable. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

c. This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant’s sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor that affect Consultant’s performance of services, including any delay, shall be Consultant’s sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the City. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor.

14. Verification of Employment Eligibility.

By executing this Agreement, Consultant verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time, and shall require all subconsultants and sub-subconsultants to comply with the same.

15. Reserved.

16. Laws and Venue.

This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of San Mateo, State of California.

17. Termination or Abandonment

a. City has the right to terminate or abandon any portion or all of the work under this Agreement by giving ten (10) calendar days written notice to Consultant. In such event, City shall be immediately given title and possession to all original field notes, drawings and specifications, written reports and other documents produced or developed for that portion of the work completed and/or being abandoned. City shall pay Consultant the reasonable value of services rendered for any portion of the work completed prior to termination. If said termination occurs prior to completion of any task for the Project for which a payment request has not been received, the charge for services performed during such task shall be the reasonable value of such services, based on an amount mutually agreed to by City and Consultant of the portion of such task completed but not paid prior to said termination. City shall not be liable for any costs other than the charges or portions thereof which are specified herein. Consultant shall not be entitled to payment for unperformed services, and shall not be entitled to damages or compensation for termination of work.

b. Consultant may terminate its obligation to provide further services under this Agreement upon thirty (30) calendar days' written notice to City only in the event of substantial failure by City to perform in accordance with the terms of this Agreement through no fault of Consultant.

18. Documents. Except as otherwise provided in "Termination or Abandonment," above, all original field notes, written reports, Drawings and Specifications and other documents, produced or developed for the Project shall, upon payment in full for the services described in this Agreement, be furnished to and become the property of the City.

19. Organization

Consultant shall assign Dawn Merkes as Project Manager. The Project Manager shall not be removed from the Project or reassigned without the prior written consent of the City.

20. Limitation of Agreement.

This Agreement is limited to and includes only the work included in the Project described above.

21. Notice

Any notice or instrument required to be given or delivered by this Agreement may be given or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed to:

CITY:

City of Burlingame

CONSULTANT:

480 Primrose Road
Burlingame, CA 94010
Attn: Brad McCulley
City Librarian

Group 4 Architecture, Research + Planning,
Inc.
211 Linden Avenue
South San Francisco, CA 94090
Attn: Andrea Gifford
Principal-in-Charge

and shall be effective upon receipt thereof.

22. Third Party Rights

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Consultant.

23. Equal Opportunity Employment.

Consultant represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or other interests protected by the State or Federal Constitutions. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

24. Entire Agreement

This Agreement, with its exhibits, represents the entire understanding of City and Consultant as to those matters contained herein, and supersedes and cancels any prior or contemporaneous oral or written understanding, promises or representations with respect to those matters covered hereunder. Each Party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. This Agreement may not be modified or altered except in writing signed by both Parties hereto. This is an integrated Agreement.

25. Severability

The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the remaining provisions unenforceable, invalid or illegal.

26. Successors and Assigns

This Agreement shall be binding upon and shall inure to the benefit of the successors in interest, executors, administrators and assigns of each Party to this Agreement. However, Consultant shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of City. Any attempted assignment without such consent shall be invalid and void.

27. Non-Waiver

None of the provisions of this Agreement shall be considered waived by either Party, unless such waiver is specifically specified in writing.

28. Timing

Consultant's services under this Agreement shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Work. In no event shall Consultant be responsible for delays from causes beyond its reasonable control. The Parties agree that time is of the essence. A Schedule of Performance is attached hereto as Exhibit B, which shall begin to run on the date the Notice to Proceed is issued. Consultant agrees to perform Tasks 1 and 2 (and Task 1A if selected by City) according to the timelines specified in Exhibit B. Consultant shall make reasonable efforts to complete Tasks 3, 4, and 5 (if those Tasks are selected by City) in the timeframe described in Exhibit B.

29. City's Right to Employ Other Consultants

City reserves its right to employ other consultants, including engineers, in connection with this Project or other projects.

30. Prohibited Interests

Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no director, official, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

31. Effective Date

The Effective Date of this Agreement is the date of execution by City.

[SIGNATURES ON FOLLOWING PAGE]

**SIGNATURE PAGE FOR PROFESSIONAL SERVICES AGREEMENT
BETWEEN CITY OF BURLINGAME
AND GROUP 4 ARCHITECTURE, RESEARCH + PLANNING, INC.**

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

CITY OF BURLINGAME

Approved By:

Lisa Goldman
City Manager

Date ["Effective Date"]

Attested By:

City Clerk

Approved As To Form:

City Attorney

**GROUP 4 ARCHITECTURE,
RESEARCH + PLANNING, INC.**

Andrea Gifford
Principal-in-Charge

Date

EXHIBIT A

SCOPE OF SERVICES

1 I. THE PROJECT

The Project consists of improvements to the Burlingame Library Community Room. Built in 1996, the Community Room is located on the lowest level of the library and is subgrade. It is approximately 1,400 square feet and accommodates approximately 80 people seated in theater style. There is a kitchenette located at the rear of the room with a closet and refrigerator. The current audio-visual technology is at its end of life and must be replaced. Lighting in this space is provided by pendant fluorescent fixtures below a dopped acoustic ceiling tile. The floor is carpeted and was replaced in 2015. The space is well used by both library staff, county and city government and outside organizations. The range of uses for this room varies greatly from children's programs to adult events such as movie nights, author lectures, government or staff meetings, arts and crafts programs, food programs and Library Foundation book sales.

Preliminary goals and objectives for the project include:

- Updating the current audio-visual ("AV") equipment and technology needed for events, meetings, presentations, movies, etc.
- Replace the current lighting system with one that moves away from fluorescent tube classroom style lighting and to energy efficient fixture that better fits with the library's current style and décor.
- Replace drop ceiling tiles depending on the style of lighting chosen.
- Replace carpet with flooring consistent with multi-use meeting spaces. Functions can vary from elementary age arts and crafts to publicly noticed government meetings.
- Potential light remodel of the kitchenette.
- Potential platform at the north end of room.

2 II. SCOPE OF BASIC SERVICES

1. General:

1.A The Consultant's Basic Services include:

1. Architecture
2. Cost Consulting
3. Supplemental Services include:
 - a. Electrical Engineering/ Lighting Design
 - b. Technology Designer: Information Technology (telecom structured cabling system), Security Management Systems (access control), and Audio Video Systems.
 - c. Acoustic Engineering: Room acoustics and sound isolation

1.B In selecting the Consultant, the City recognizes that the Consultant has the qualifications to provide full planning, architecture, and interior design services including 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 City and Consultant.

- 1.C The Consultant's assumption is that the project will be constructed through a conventional public design-bid-build delivery method. Basic and Supplemental Services assume the construction work will be developed as a single bid package to be constructed in a single phase.
- 1.D The governing code for this project will be 2022 California Building Code (CBC). Plan check will be carried out by the City of Burlingame.
- 1.E 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 all meetings.
 3. Information about City standards and requirements
 4. Services of other specialized consultants if needed for this Project
 5. Any other information not included in Consultant's Basic or Supplemental Services that is reasonably needed for the Project
 6. Written Notice to Proceed for each phase
 7. Management of the overall project budget
 8. Information about the City's needs
 9. Review and input into Consultant's estimate of probable construction costs
 10. Coordinated written comments on the Consultant's deliverables that will establish and confirm design direction for subsequent tasks
 11. Provide Consultant access to the site
 12. Identify reviewing departments and agencies that are stakeholders in the Project
 13. Any other information not included in Consultant's Basic, Supplemental or Additional Services that is reasonably needed for the Project.
 14. Special studies, testing and the services of special consultants if required by agencies having jurisdiction over the project
 15. The Consultant shall be able to rely on the accuracy of information provided by the City.
- 1.F City intends to engage the services of a third-party Project Manager to assist the City with coordinating the services of the Consultant and future contractor, direction given to the Consultant by the Project Manager shall be interpreted by the Consultant as having been given directly by the City.
- 1.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.
- 1.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.

1.I Sustainable Design:

1. The project will be designed in accordance with the sustainable design practices described by the California Green Building Standards Code—Part 11, Title 24, California Code of Regulations, 2022 (CALGreen Mandatory Requirements).
2. As an Additional Service, the Consultant can provide services to target CALGreen Tier 1 Voluntary Measures, including analyses, system design, and documentation for submission to CALGreen.
3. The City does not intend 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 may be provided as Additional Services for additional compensation.

1.J Project Understanding:

1. As this Project principally consists of renovations, no site work will be included in Basic Services.
2. The Scope of Basic Services is based on the following understanding:
 - a. Identification, testing and/or removal of hazardous materials will be by others.
 - b. Code required ADA site access from parking/street to space
 - c. No increase in floor live loading, no penetrations through floors for MEP services, or any exterior building envelope improvements.
 - d. No requirement for global strengthening of existing structural systems or seismic upgrades.
 - e. Existing HVAC equipment will remain and is suitable to serve the project area. Additional services will be required if the existing central HVAC equipment will need to be replaced.
 - f. The existing fire service will be adequate to meet the demands of the fire sprinkler system in the remodeled space.
 - g. The existing fire alarm system is will remain and is suitable to service the project area..
 - h. Existing domestic water, sanitary sewer, storm sewer, natural gas and fire protection water services are assumed to be adequate for the intended renovation.
 - i. No off-site utility extensions are required to provide service to the site.
 - j. A Storm Water Pollution Prevention Plan (SWPPP) will not be required as the area of the site to be disturbed is less than one acre.

1.K Construction Costs

1. Evaluations of the City's Project budget, preliminary estimates of probable construction cost and detailed estimates of Construction Cost prepared by Consultant, represent the Consultant's best judgment as a design professional familiar with the construction industry. It is recognized, however, that neither Consultant nor the City has control over the cost of labor materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, Consultant cannot and does not warrant or represent that bids or negotiated prices will not vary from City's Project budget or from any estimate of Construction Cost or evaluation prepared or agreed to by Consultant.

1.L Schedule

1. The Project schedule is set forth in Exhibit B, Schedule of Performance. Revisions to this schedule shall be mutually acceptable to the City and Consultant.
2. Authorized City representatives shall attend meetings and participate in setting project direction that is on the critical path of the project schedule. The Consultant shall be entitled to an extension of schedule and Additional Services for changes in direction or decisions that extend the critical path of the project schedule.
3. 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.
4. The City's review of formal phase submissions will be to evaluate conformance with decisions and directions set in previous meetings and also to give advance input to guide the next stages of the Project's development.
5. The City shall issue a Notice to Proceed on a phase-by-phase basis.
6. The Consultant shall be excused from performing any obligation or undertaking provided in this Agreement in the event and so long as the performance of any such obligation is prevented or delayed, retarded or hindered by an act of God, fire, earthquake, flood, explosion, actions of the 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 or military or naval authorities, or any other cause, whether similar or dissimilar to the foregoing, not within the respective control of the Consultant.

2. Consultant's Basic Services: Basic Services includes the services described in this Section including subsections and subparagraphs.

2.A Phase 1 Conceptual Design: The Consultant shall review and summarize the space goals and objectives identified for the project. Based on identified goals and objectives, develop two (2) building conceptual floor plans, and preliminary cost model for review and input by the PMT. The Consultant shall:

1. Review and refine space goals and objectives with input from the PMT.
2. Prepare a minimum of two (2) floor plan furniture diagrams based on the goals and objectives for review and input by the PMT.
3. Develop a preliminary building code analysis for improvements to the space if required.
4. Develop an updated project cost model that establishes a base project cost.
5. Based on input from the PMT the Consultant shall refine the preferred concept option and interior design values for the schematic design package that shall include the following:
 - a. Conceptual Design Drawings
 - b. Updated project cost model
 - c. Two Conceptual Design renderings of the Library Community Room
6. Meetings:

- a. Three (3) Project Management Team
 - b. One (1) technical meeting with the City's Building if required.
- 7. Deliverables:
 - a. Conceptual Design Drawings
 - b. Project Cost model, with potential deduct and add alternatives.
 - c. Meeting exhibits, agendas & minutes
- 3. Consultant's Supplemental Services: Supplemental Services includes the services described in this Section including subsections and subparagraphs.
 - 3.A Phase 2 Construction Documents (60% CD, 90% CD/Plan Check, Back Check/Bid Set): The Consultant shall: Upon receipt of written Notice to Proceed by the City and City's comments on the Conceptual Design package, the Consultant shall develop the Construction Documents for the building systems and design concepts which will include construction details and calculations. Building systems, including electrical, lighting design, telecom, interior design concepts, and finishes will be documented and refined.
The Consultant shall:
 - 1. Conduct PMT meetings throughout this phase to ensure continued project team involvement in design decisions.
 - 2. Update and refine design, budget, and schedule information that reflects the most current project information.
 - 3. Meet with the City to review and evaluate options for finishes and other interior design elements.
 - 4. Conduct technical meetings with City representatives as needed to focus on specific aspects of the project, such as confirmation of the code compliance strategy.
 - 5. Perform Title 24 Calculations for applicable interior areas and prepare Compliance Documents.
 - 6. Prepare a 60% Construction Documents Package and estimate of probable construction costs for the City's review.
 - 7. Prepare a 90% Construction Documents/Plan Check Package and an update to the estimate of probable construction costs for the City's review, including all jurisdictions necessary for obtaining the building permit (i.e., Building Department, Fire Department, etc.).
 - 8. Coordinate, upon receipt of the 90% Construction Documents/Plan Check comments, corrections and meetings necessary to facilitate resolution of outstanding items required for plan check approval.
 - 9. Prepare the Back Check/Bid Set submittal for the City's review and approval.
 - 10. Meetings:
 - a. PMT Meetings: Up to Four (4)
 - b. Technical meetings: Up to two (2) with City Staff, Building, Fire, and Public Works department staff
 - c. City Council Presentation
 - 11. Deliverables:
 - a. 60% Construction Documents
 - b. 90% Construction Documents/ Plan Check Set

- c. Backcheck/ Bid Set
 - d. 60% estimate of probable construction cost and 90% Construction Documents updated estimate of probable construction cost
 - e. Meeting agendas, exhibits and minutes
12. City Responsibilities
- a. The City shall provide Division 0 with bidding, contract forms, and conditions of the construction contract and Division 1 of the Technical Specifications.
 - b. The City shall pay all permit and utility connection fees associated with the project and shall shepherd applications.
- 3.B Phase 3 Bidding and Award: The Consultant shall:
- 1. Prepare a digital plot of the Permit Set/ Conform set (revised with all bid addenda, City reviews and plan check comments) for the City's use in printing and shall make available to the City an electronic version of the Construction Documents.
 - 2. Provide bid phase services, as requested by the City, through award of the Contract for Construction. Services include assistance with responses to bidders' inquiries; preparation of addenda; attendance at one (1) pre-bid meeting; and assistance in the City's evaluation of bids.
 - 3. Meetings:
 - a. Pre-bid conference: One (1)
 - 4. Deliverables:
 - a. Permit Set/ Conform Set (including bid addenda)
 - 5. City Responsibilities:
 - a. Prequalification of bidders, or evaluation of bidders such as reference checks if desired.
 - b. Advertisement of bid; printing of bid sets
 - c. Collection and review of bids
 - d. Contract award
- 3.C Phase 4 Construction Administration and Closeout: The Consultant shall provide construction administration services as described below:
- 1. Visit the site at intervals appropriate to the stage of construction or up to six (6) site visits. Consultant to attend a pre-construction conference and once construction has begun to become generally familiar with the progress and quality of the work completed and to determine, in general, if the work is being performed in a manner indicating that the work when completed will be in accordance with the Contract Documents. However, the Consultant shall not be required to make exhaustive continuous on-site inspections to check the quality or quantity of the work. Agenda, reports and minutes shall be prepared by a party other than the Consultant.
 - 2. Participate in regular weekly Owner-Architect-Contractor (OAC) meetings that may be held on-site in conjunction with the above indicated site visits or via web conference. At OAC meetings the Consultant shall discuss progress of the work. Agenda, reports and minutes shall be prepared by the General Contractor or City's Project Manager.

3. Submittals: The Consultant shall review Contractor's submittals, including Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Consultant's action shall be taken with such reasonable promptness so as to cause no delay in the work, while allowing sufficient time in the Consultant's judgment to permit adequate review unless otherwise agreed to. Submittals critical to work flow as indicated on the Contractor's critical path construction and submittal schedules and as mutually identified and agreed to by the Consultant, Construction Manager, and Contractor at the OAC shall be prioritized and responded to within a timely manner from receipt, targeting a maximum review time of 15 working days while recognizing that submittals that require coordination with subconsultants and/or large/complex submittals will take additional review time. Submittals that are mutually agreed to as not being on the critical path by the Construction Manager and Contractor will be reviewed and returned in a timely fashion after critical path submittals have been reviewed. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities or for substantiating instructions for installation or performance equipment or systems designed by the Contractor, all of which remain the responsibility of the Contractor to the extent required by the Contract Documents. The Consultant's review shall not constitute review of safety precautions or, unless otherwise specifically stated by the Consultant, of construction means, methods, techniques, sequences, or procedures. The Consultant's review of specific items shall not indicate approval of an assembly of which the item is a component. When professional certification of performance characteristics of materials, systems or equipment is required by the Contract Documents, the Consultant shall be entitled to rely upon such certification to establish that the materials, systems or equipment will meet the performance criteria required by the Contract Documents.
4. Request for Information (RFIs): The Consultant shall respond to Contractor's Requests for Information (RFI). Interpretations and decisions of the Consultant shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and initial decisions, the Consultant shall secure faithful performance by both City and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions so rendered in good faith. Consultant will target a maximum of fourteen (14) calendar days to respond but will endeavor to respond promptly where possible to allow for the orderly progress of construction. Large/complicated RFIs will be reviewed with all parties (Contractor, sub-contractor, Consultant, sub-consultants and City) to establish a deadline. RFIs mutually determined at the OAC to be non-critical will be reviewed and returned in a timely fashion after RFIs determined to be critical have been responded to.
5. Review items submitted by the Contractor for general conformance and consistency with the project design concept and for compliance with the Contract Documents, including but not limited to submittals, O&M Manuals, written guarantees, warranties, instruction books, diagrams and charts, etc.

6. Substitutions: The Consultant shall review and recommend approval or rejection of substitutions for general conformance and consistency with the project design concept and for compliance with the Contract Documents. Consultant shall briefly review each substitution and provide the City's Project Manager with a fee and time schedule for detailed review of each substitution. Time and cost for detailed review of substitutions shall be negotiated with Contractor on a case-by-case basis. Detailed review of each substitution cannot begin until authorized by the City's Project Manager. Detailed review of substitutions is subject to the requirements of Additional Services when approved and authorized by the City's Project Manager prior to beginning the detailed review.
7. Construction Means and Methods: The Consultant shall not have control over or charge of and will not be responsible for construction means, methods, techniques, sequences or procedures, or safety precautions and programs in connection with the work, since these are solely the Contractor's responsibility under the Contract for Construction. The Consultant shall not be responsible for the Contractor's schedules or failure to carry out the work in accordance with the Contract Documents. The Consultant shall not have control over or charge of acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons performing portions of the work.
8. Access to the work: The Consultant shall have access to the work wherever it is in preparation or progress.
9. Duties, responsibilities and limitation of authority: Duties, responsibilities and limitation of authority of the Consultant shall not be restricted, modified or extended without written agreement of the City and Consultant.
10. Project Closeout Services: The Consultant shall provide project closeout services, which includes reviewing the Contractor's final punch list, noting additional required corrections, non-conforming work, and work remaining to be completed and reviewing Close-out documents and submittals.
 - a. Project Close-Out: The Consultant shall review the Contractor's letter of Substantial Completion and Punchlist, and if in agreement that Contractor is ready for Punchlist, provide one (1) site visit for Punchlist review and up to two (2) site visits for back check to review for general conformance with the design intent of the Contract Documents. The Consultant shall review Close-Out documents, including but not limited to submittals, "As Built" drawings, O&M Manuals, written guarantees, instruction books, diagrams and charts, etc., within eighteen (18) calendar days of receipt.
 - b. Record Documents: The Consultant shall prepare Record Documents by modifying the conformed Contract Documents with all changes and clarifications recommended by the Consultant and accepted by the City during construction. Such changes may be the result of information that was approved in RFIs, Change Orders, or field memoranda written by the Consultant. These will be delivered as PDF files for the City's use. The Consultant is not required to produce CAD drawings for the marked-up Contractor As-Built drawings.
 - c. Meetings:
 - (a) Up to Six (6) Site Visits

- (b) One (1) site visit for Punchlist
 - (c) Up to two (2) site visits for back check
- 11. Deliverables:
 - a. Record Documents
- 12. City Responsibilities:
 - a. The City shall manage the construction of the Project and provide building code and quality control inspections.
 - b. The City's Owners Representative Project Manager shall be on-site during construction and make daily observations and facilitate the inspections that will be required in the specifications. This party shall maintain independent logs of RFIs, ASI, and Change Orders and Contractor requests for payment.

3 III. OPTIONAL ADDITIONAL SERVICES

1. 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 Optional and Additional Services in addition to compensation for Basic Services and Reimbursable Expenses.
 - 1.A Any other service not included in Basic Services or Supplemental Services.
 - 1.B 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.
 - 1.C 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.
 - 1.D Detailed analysis or engineering analysis of existing facilities
 - 1.E Services of Subconsultants to the Consultant other than those included in Basic Services or Supplemental Services
 - 1.F Providing services to verify the accuracy of drawings or other information furnished by the City.
 - 1.G Architectural images or computer animations of renovations other than those included in Basic Services.
 - 1.H 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.
 - 1.I Providing services required due to significant Project scope changes, including but not limited to, size, quality, complexity, the approved Project schedule, or the method of bidding or negotiating and contracting for construction
 - 1.J Work required to correct non-conforming work of Contractor.
 - 1.K Site Surveys, including on site features, sub surface features, topography, boundary, survey, etc. other than those included in basic services or optional services.
 - 1.L Testing and/or evaluation of any off-site utilities
 - 1.M Hazardous material assessments or documentation of any removal or abatement if required.

- 1.N Providing financial feasibility or other special studies.
- 1.O Environmental studies
- 1.P Traffic engineering
- 1.Q EIR services
- 1.R 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.
- 1.S 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.
Scale models

EXHIBIT B

SCHEDULE OF PERFORMANCE

I. SCHEDULE OF PERFORMANCE

- 1.A The preliminary schedule for Tasks 1 through 5 of Basic Services is as follows, based on the project schedule set forth by the City:

Preliminary Project Schedule		
<i>Tasks</i>		<i>Completed by:</i>
Task 1	Conceptual Design	3 months from project Notice to Proceed
	Supplemental Service:	
Task 2	Construction Documents (60% CD, 90% CD/Plan Check, Backcheck/Bid Set)	TBD
Task 3	Bidding and Award	TBD
Task 4	Construction Administration and Closeout	TBD

The schedule for the project overall or any phase(s) may be adjusted upon mutual agreement of the City and the Consultant to meet changing project needs.

EXHIBIT C

COMPENSATION

1.A COMPENSATION FOR BASIC SERVICES

1. Compensation to the Consultant for Basic Services described herein, shall be a stipulated sum of Forty-Six Thousand Seven Hundred Dollars (\$46,700).
2. Basic Compensation per project task shall not exceed the following portions of the Basic Services compensation unless approved by the City.
3. Total Maximum Compensation for Basic Services, Supplemental Services, Reimbursable Expenses, and Optional Services is as follows:

Compensation for Basic Services, inc. Reimbursables		
Tasks		Fee
Task 1	Conceptual Design	\$46,700
Total Basic Compensation		\$46,700
Reimbursable Expenses (See Section 1.C.1, below)		\$1,000
Total Maximum Compensation for Basic Services, Supplemental Services, Reimbursable Expenses, and Optional Services		\$47,700

1.B COMPENSATION FOR SUPPLEMENTAL SERVICES

1. Compensation to the Consultant for Supplemental Services described above 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 Supplemental Services in addition to compensation for Basic Services and Reimbursable Expenses.

Compensation for Supplemental Services		
Tasks		Fee
Task 2	Construction Documents (60% CD, 90% CD/Plan Check, Backcheck/Bid Set)	TBD
Task 3	Bidding and Award	TBD
Task 4	Construction Administration and Closeout	TBD
Total Supplemental Services Compensation		TBD

1.C COMPENSATION FOR REIMBURSABLE EXPENSES

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

Reimbursable Expenses Allowance

Tasks	Fee
Reimbursable Expenses	\$1,000
Total Reimbursable Expenses Allowance	\$1,000

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 City 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 City.

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.D 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, 2025, 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	\$280.00
Principal	\$270.00
Associate	\$250.00
Project Manager	\$215.00
Architect III	\$210.00
Architect II	\$200.00
Architect I	\$195.00

Architectural Staff III	\$185.00
Architectural Staff II	\$175.00
Architectural Staff I	\$165.00
Interior Designer II / Planner II	\$175.00
Interior Designer I / Planner I	\$165.00
Project Support	\$140.00-\$250.00
Consulting Principal	\$345.00

The above-listed rates are adjusted annually. The next adjustment will be 1 January 2026.