



SAN RAFAEL
THE CITY WITH A MISSION

Agenda Item No: 4.c

Meeting Date: April 15, 2024

SAN RAFAEL CITY COUNCIL AGENDA REPORT

Department: Library & Recreation

Prepared by: Catherine Quffa, Library and
Recreation Director

City Manager Approval: 

TOPIC: PICKLEWEED BRANCH LIBRARY RE-DESIGN PROJECT

SUBJECT: AUTHORIZE THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH JAYSON ARCHITECTURE P.C. FOR ARCHITECTURAL, ENGINEERING AND INTERIOR DESIGN SERVICES FOR THE PICKLEWEED BRANCH LIBRARY IN THE AMOUNT NOT TO EXCEED \$251,210

RECOMMENDATION:

Authorize the City Manager to enter into a Professional Services Agreement with Jayson Architecture P.C. in the amount not to exceed \$251,210.

BACKGROUND:

The San Rafael Public Library currently has three physical locations. The original downtown library opened on January 9, 1909. The Pickleweed Library branch opened as part of the Albert J. Boro Community Center in July of 2006. A third location at the Northgate Mall was added on December 8, 2018.

Pickleweed Branch Library is 2,000 square feet, co-located with the Albert J. Boro Community Center and within Pickleweed Community Park. The facility is heavily utilized and is an important resource for a predominantly Spanish-speaking community. Under the Library and Recreation Department, the broader facility is a successful example of joint and collaborative use between the City's Library and Recreation Divisions. The community's demand and practical need for more spacious, modern library facilities to serve the residents of San Rafael has been affirmed through numerous needs assessments, studies, and facility analyses. The [2019 Library Facilities Planning Study](#) identified the expansion of the current Pickleweed Branch Library as one opportunity for increasing library space for the community. The City Council Goals and Objectives for FY 2023 – FY 2025 also identify redesigning the Pickleweed Branch Library as a *Quality of Life* goal priority.

The City secured a \$1,000,000 Building Forward Grant from the State Library Foundation to redesign and renovate the Pickleweed Library with the goal of increasing public space, improving accessibility and inclusivity, and improving means of egress. The Building Forward Grant requires a 100% project match, for which the City has allocated memorial funds that were donated to the City for the purpose of improved library facilities and services that are accessible to all (Fund 712).

FOR CITY CLERK ONLY

Council Meeting:

Disposition:

ANALYSIS:

On January 10, 2024, the City released a Request for Proposals (RFP) for Architectural, Engineering, and Interior Design Services for the Pickleweed Branch Library Re-Design Project. On February 8, 2024, six proposals from qualified firms were received. The proposals were evaluated and three firms were invited to interview with City staff based on criteria specified in the RFP, including but not limited to, completeness of the proposal, understanding of the project, ability to meet deadlines and operate within budget, relevant experience and success in similar projects, experience and quality of project team, cost and value, and references by former clients on similar projects.

City staff found Jayson Architecture P.C. (“Jayson”) and their sub-consultants to be the most qualified for this project. Jayson submitted a proposal to perform architectural, engineering, and interior design services, which staff has reviewed and found to be complete and within industry standards.

The recommended professional services agreement with Jayson (Attachment 1) will provide project management and coordination services, schematic and design development, construction documents, bidding and negotiation support, and construction administration. The design phase of this project is estimated to take approximately a year, with construction starting in Summer 2025, and project completion by Spring 2026.

ENVIRONMENTAL DETERMINATION:

As the project will be an interior remodel, the City will be eligible for a categorical exemption from California Environmental Quality Act (CEQA). Staff will file a notice of exemption with Marin County for the Pickleweed Branch Library Re-design Project.

COMMUNITY OUTREACH:

The scope of work included in the agreement with Jayson includes opportunities for the community to provide input on the schematic design, through both community-based outreach activities and public presentations to relevant City Boards, Commissions, and Committees. The bulk of the community outreach is slated for Summer and Fall 2024.

FISCAL IMPACT:

The Pickleweed Branch Library Re-Design Project is identified in the Capital Improvement Program (CIP) as well as City Council’s Goals and Objectives. This agreement will be funded through existing FY 2023-24 budget appropriations of \$251,210 in Building Forward Grant (\$125,605) and Memorial Funds (\$125,605).

OPTIONS:

The City Council has the following options to consider on this matter:

1. Authorize the City Manager to enter into the agreement.
2. Do not authorize the City Manager to enter into the agreement and provide further direction to staff.

RECOMMENDED ACTION: Authorize the City Manager to enter into a Professional Services Agreement with Jayson Architecture P.C. in the amount not to exceed \$251,210.

ATTACHMENT:

1. Draft professional services agreement with Jayson Architecture P.C. for Architectural, Engineering, and Interior Design Services (with Exhibit A)

**AGREEMENT FOR PROFESSIONAL SERVICES
BY AND BETWEEN
THE CITY OF SAN RAFAEL
AND
JAYSON ARCHITECTURE P.C.
FOR ARCHITECTURAL, ENGINEERING, AND INTERIOR DESIGN SERVICES
FOR THE PICKLEWEED BRANCH LIBRARY**

This Agreement is made and entered into as of _____ (the “Effective Date”), by and between the CITY OF SAN RAFAEL, a chartered California municipal corporation (hereinafter "**CITY**"), and JAYSON ARCHITECTURE P.C., a California corporation (hereinafter "**CONSULTANT**"). **CITY** and **CONSULTANT** may be referred to individually as a “Party” or collectively as the “Parties” or the “Parties to this Agreement.”

RECITALS

A. **CITY** desires to secure professional services more fully described in this Agreement, at **Exhibit A**, entitled “SCOPE OF SERVICES”; and

B. **CONSULTANT** represents that it, and its subcontractors, if any, have the professional qualifications, expertise, and necessary licenses and desire to provide certain goods and/or required services of the quality and type which meet objectives and requirements of **CITY**; and

C. The Parties have specified herein the terms and conditions under which such services will be provided and paid for.

NOW, THEREFORE, the parties hereby agree as follows:

AGREEMENT

1. **SERVICES TO BE PROVIDED.**

Except as otherwise may be expressly specified in this Agreement, **CONSULTANT** shall furnish all technical and professional services, including labor, material, equipment, transportation, supervision and expertise (collectively referred to as “Services”) to satisfactorily complete the work required by **CITY** at its sole risk and expense. Services to be provided to **CITY** are more fully described in **Exhibit A** entitled “SCOPE OF SERVICES.” **CONSULTANT** acknowledges that the execution of this Agreement by **CITY** is predicated upon representations made by **CONSULTANT** in that certain proposal, dated February 8, 2024 (“Proposal”) set forth in **Exhibit A**, which constitutes the basis for this Agreement.

2. **COMPENSATION.**

In consideration for **CONSULTANT**’s complete performance of Services, **CITY** shall pay **CONSULTANT** for all materials provided and services rendered by **CONSULTANT** at the unit

rates and rates per hour for labor, as set forth in **Exhibit A**, for a total amount not to exceed \$251,210.

CONSULTANT will bill City on a monthly basis for Services provided by **CONSULTANT** during the preceding month, subject to verification by **CITY**. **CITY** will pay **CONSULTANT** within thirty (30) days of City's receipt of invoice.

3. **TERM OF AGREEMENT.**

Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on the Effective Date of this Agreement and terminate on June 30, 2026.

4. **PROJECT COORDINATION.**

A. **CITY'S Project Manager.** The Library & Recreation Director is hereby designated the PROJECT MANAGER for the **CITY** and said PROJECT MANAGER shall supervise all aspects of the progress and execution of this Agreement.

B. **CONSULTANT'S Project Director.** **CONSULTANT** shall assign a single PROJECT DIRECTOR to have overall responsibility for the progress and execution of this Agreement for **CONSULTANT**. Abraham Jayson is hereby designated as the PROJECT DIRECTOR for **CONSULTANT**. Should circumstances or conditions subsequent to the execution of this Agreement require a substitute PROJECT DIRECTOR, for any reason, the **CONSULTANT** shall notify the **CITY** within ten (10) business days of the substitution.

5. **TERMINATION.**

A. **Discretionary.** Either party may terminate this Agreement without cause upon thirty (30) days written notice mailed or personally delivered to the other party.

B. **Cause.** Either party may terminate this Agreement for cause upon fifteen (15) days written notice mailed or personally delivered to the other party, and the notified party's failure to cure or correct the cause of the termination, to the reasonable satisfaction of the party giving such notice, within such fifteen (15) day time period.

C. **Effect of Termination.** Upon receipt of notice of termination, neither party shall incur additional obligations under any provision of this Agreement without the prior written consent of the other.

D. **Return of Documents.** Upon termination, any and all **CITY** documents or materials provided to **CONSULTANT** and any and all of **CONSULTANT's** documents and materials prepared for or relating to the performance of its duties under this Agreement, shall be delivered to **CITY** as soon as possible, but not later than thirty (30) days after termination.

6. OWNERSHIP OF DOCUMENTS.

The written documents and materials prepared by the **CONSULTANT** in connection with the performance of its duties under this Agreement, shall be the sole property of **CITY**. **CITY** may use said property for any purpose, including projects not contemplated by this Agreement.

7. INSPECTION AND AUDIT.

Upon reasonable notice, **CONSULTANT** shall make available to **CITY**, or its agent, for inspection and audit, all documents and materials maintained by **CONSULTANT** in connection with its performance of its duties under this Agreement. **CONSULTANT** shall fully cooperate with **CITY** or its agent in any such audit or inspection.

8. ASSIGNABILITY.

The parties agree that they shall not assign or transfer any interest in this Agreement nor the performance of any of their respective obligations hereunder, without the prior written consent of the other party, and any attempt to so assign this Agreement or any rights, duties or obligations arising hereunder shall be void and of no effect.

9. INSURANCE REQUIREMENTS.

During the term of this Agreement, and for any time period set forth in **Exhibit B**, **CONSULTANT** shall procure and maintain in full force and effect, at no cost to **CITY** insurance policies with respect to employees and vehicles assigned to the performance of Services under this Agreement with coverage amounts, required endorsements, certificates of insurance, and coverage verifications as defined in **Exhibit B**.

10. INDEMNIFICATION.

A. Except as otherwise provided in subparagraph B of this section, **CONSULTANT** shall, to the fullest extent permitted by law, indemnify, release, defend with counsel approved by **CITY**, and hold harmless **CITY**, its officers, agents, employees and volunteers (collectively, the “**City Indemnitees**”), from and against any claim, demand, suit, judgment, loss, liability or expense of any kind, including but not limited to attorney's fees, expert fees and all other costs and fees of litigation, (collectively “**CLAIMS**”), arising out of **CONSULTANT’S** performance of its obligations or conduct of its operations under this Agreement. The **CONSULTANT'S** obligations apply regardless of whether or not a liability is caused or contributed to by the active or passive negligence of the **City Indemnitees**. However, to the extent that liability is caused by the active negligence or willful misconduct of the **City Indemnitees**, the **CONSULTANT'S** indemnification obligation shall be reduced in proportion to the **City Indemnitees’** share of liability for the active negligence or willful misconduct. In addition, the acceptance or approval of the **CONSULTANT’S** work or work product by the **CITY** or any of its directors, officers or employees shall not relieve or reduce the **CONSULTANT’S** indemnification obligations. In the event the **City Indemnitees** are made a party to any action, lawsuit, or other adversarial proceeding arising from **CONSULTANT’S** performance of or operations under this Agreement,

CONSULTANT shall provide a defense to the **City Indemnitees** or at **CITY'S** option reimburse the **City Indemnitees** their costs of defense, including reasonable attorneys' fees, incurred in defense of such claims.

B. Where the services to be provided by **CONSULTANT** under this Agreement are design professional services to be performed by a design professional as that term is defined under Civil Code Section 2782.8, then, to the extent permitted by law including without limitation, Civil Code sections 2782, 2782.6 and 2782.8, **CONSULTANT** shall indemnify and hold harmless the **CITY** and its officers, officials, and employees (collectively **City Indemnitees**) from and against damages, liabilities or costs (including incidental damages, Court costs, reasonable attorney's fees as may be determined by the Court, litigation expenses and fees of expert witnesses incurred in connection therewith and costs of investigation) to the extent they are caused by the negligence, recklessness, or willful misconduct of **CONSULTANT**, or any subconsultants, or subcontractor or anyone directly or indirectly employed by them, or anyone for whom they are legally liable (collectively Liabilities). Such obligation to hold harmless and indemnify any indemnity shall not apply to the extent that such Liabilities are caused in part by the negligence or willful misconduct of such City Indemnitee.

C. The defense and indemnification obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement, and shall survive the termination or completion of this Agreement for the full period of time allowed by law.

11. **NONDISCRIMINATION.**

CONSULTANT shall not discriminate, in any way, against any person on the basis of age, sex, race, color, religion, ancestry, national origin or disability in connection with or related to the performance of its duties and obligations under this Agreement.

12. **COMPLIANCE WITH ALL LAWS.**

CONSULTANT shall observe and comply with all applicable federal, state and local laws, ordinances, codes and regulations, in the performance of its duties and obligations under this Agreement. **CONSULTANT** shall perform all services under this Agreement in accordance with these laws, ordinances, codes and regulations. **CONSULTANT** shall release, defend, indemnify and hold harmless **CITY**, its officers, agents and employees from any and all damages, liabilities, penalties, fines and all other consequences from any noncompliance or violation of any laws, ordinances, codes or regulations.

13. **NO THIRD PARTY BENEFICIARIES.**

CITY and **CONSULTANT** do not intend, by any provision of this Agreement, to create in any third party, any benefit or right owed by one party, under the terms and conditions of this Agreement, to the other party.

14. NOTICES.

All notices and other communications required or permitted to be given under this Agreement, including any notice of change of address, shall be in writing and given by personal delivery, or deposited with the United States Postal Service, postage prepaid, addressed to the parties intended to be notified. Notice shall be deemed given as of the date of personal delivery, or if mailed, upon the date of deposit with the United States Postal Service. Notice shall be given as follows:

To **CITY**'s Project Manager:

Catherine Quffa
Library & Recreation Director
1400 Fifth Avenue
San Rafael, CA 94901

To **CONSULTANT**'s Project Director:

Abraham Jayson
Principal
Jayson Architecture
587 Shotwell Street
San Francisco, CA 94110

15. INDEPENDENT CONTRACTOR.

For the purposes, and for the duration, of this Agreement, **CONSULTANT**, its officers, agents and employees shall act in the capacity of an Independent Contractor, and not as employees of the **CITY**. **CONSULTANT** and **CITY** expressly intend and agree that the status of **CONSULTANT**, its officers, agents and employees be that of an Independent Contractor and not that of an employee of **CITY**.

16. ENTIRE AGREEMENT -- AMENDMENTS.

A. The terms and conditions of this Agreement, all exhibits attached, and all documents expressly incorporated by reference, represent the entire Agreement of the parties with respect to the subject matter of this Agreement.

B. This written Agreement shall supersede any and all prior agreements, oral or written, regarding the subject matter between the **CONSULTANT** and the **CITY**.

C. No other agreement, promise or statement, written or oral, relating to the subject matter of this Agreement, shall be valid or binding, except by way of a written amendment to this Agreement.

D. The terms and conditions of this Agreement shall not be altered or modified except by a written amendment to this Agreement signed by the **CONSULTANT** and the **CITY**.

E. If any conflicts arise between the terms and conditions of this Agreement, and the terms and conditions of the attached exhibits or the documents expressly incorporated by reference, the terms and conditions of this Agreement shall control.

17. SET-OFF AGAINST DEBTS.

CONSULTANT agrees that **CITY** may deduct from any payment due to **CONSULTANT** under this Agreement, any monies which **CONSULTANT** owes **CITY** under any ordinance, agreement, contract or resolution for any unpaid taxes, fees, licenses, assessments, unpaid checks or other amounts.

18. WAIVERS.

The waiver by either party of any breach or violation of any term, covenant or condition of this Agreement, or of any ordinance, law or regulation, shall not be deemed to be a waiver of any other term, covenant, condition, ordinance, law or regulation, or of any subsequent breach or violation of the same or other term, covenant, condition, ordinance, law or regulation. The subsequent acceptance by either party of any fee, performance, or other consideration which may become due or owing under this Agreement, shall not be deemed to be a waiver of any preceding breach or violation by the other party of any term, condition, covenant of this Agreement or any applicable law, ordinance or regulation.

19. COSTS AND ATTORNEY'S FEES.

The prevailing party in any action brought to enforce the terms and conditions of this Agreement, or arising out of the performance of this Agreement, may recover its reasonable costs (including claims administration) and attorney's fees expended in connection with such action.

20. CITY BUSINESS LICENSE / OTHER TAXES.

CONSULTANT shall obtain and maintain during the duration of this Agreement, a **CITY** business license as required by the San Rafael Municipal Code, and **CONSULTANT** shall pay any and all state and federal taxes and any other applicable taxes. **CITY** shall not be required to pay for any work performed under this Agreement, until **CONSULTANT** has provided **CITY** with a completed Internal Revenue Service Form W-9 (Request for Taxpayer Identification Number and Certification).

21. SURVIVAL OF TERMS.

Any terms of this Agreement that by their nature extend beyond the term (or termination) of this Agreement shall remain in effect until fulfilled and shall apply to both Parties' respective successors and assigns.

22. APPLICABLE LAW.

The laws of the State of California shall govern this Agreement.

23. COUNTERPARTS AND ELECTRONIC SIGNATURE.

This Agreement may be executed by electronic signature and in any number of counterparts,

each of which shall be deemed an original, but all of which together shall constitute one document. Counterpart signature pages may be delivered by telecopier, email or other means of electronic transmission.

[Signatures are on the following page.]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day, month and year first above written.

CITY OF SAN RAFAEL:

CONSULTANT:

CRISTINE ALILOVICH, City Manager

By: _____

APPROVED AS TO FORM:
Office of the City Attorney

Name: _____

Title: _____

By: GENEVIEVE COYLE,
Assistant City Attorney

[If CONSULTANT is a corporation, add
signature of second corporate officer]

ATTEST:
City Clerk

By: _____

Name: _____

Title: _____

LINDSAY LARA, City Clerk

EXHIBIT A
SCOPE OF SERVICES

The Services to be performed for **CITY** by **CONSULTANT** under this Agreement are more fully described in **CONSULTANT's** proposal, which is attached to this Exhibit A.

EXHIBIT B INSURANCE REQUIREMENTS

During the term of this Agreement, and for any time period set forth below, **CONSULTANT** shall procure and maintain in full force and effect, at no cost to **CITY** insurance policies with respect to employees and vehicles assigned to the performance of Services under this Agreement with coverage amounts, required endorsements, certificates of insurance, and coverage verifications as defined in this Exhibit B.

A. **Scope of Coverage.** During the term of this Agreement, **CONSULTANT** shall maintain, at no expense to **CITY**, the following insurance policies:

1. **Commercial general liability.** A commercial general liability insurance policy in the minimum amount of one million dollars (\$1,000,000) per occurrence/two million dollars (\$2,000,000) aggregate, for death, bodily injury, personal injury, or property damage.

2. **Automobile liability.** An automobile liability (owned, non-owned, and hired vehicles) insurance policy in the minimum amount of one million dollars (\$1,000,000) per occurrence.

3. **Professional liability.** If any licensed professional performs any of the services required to be performed under this Agreement, a professional liability insurance policy in the minimum amount of one million dollars (\$1,000,000) per occurrence/two million dollars (\$2,000,000) aggregate, to cover any claims arising out of the **CONSULTANT's** performance of services under this Agreement. Where **CONSULTANT** is a professional not required to have a professional license, **CITY** reserves the right to require **CONSULTANT** to provide professional liability insurance pursuant to this section.

4. **Workers' compensation.** If it employs any person, **CONSULTANT** shall maintain workers' compensation insurance, as required by the State of California, with statutory limits, and employer's liability insurance with limits of no less than one million dollars (\$1,000,000) per accident for bodily injury or disease. **CONSULTANT's** workers' compensation insurance shall be specifically endorsed to waive any right of subrogation against **CITY**.

B. **Other Insurance Requirements.** The insurance coverage required of the **CONSULTANT** in subparagraph A of this section above shall also meet the following requirements:

1. Except for professional liability insurance or workers' compensation insurance, the insurance policies shall be specifically endorsed to include the **CITY**, its officers, agents, employees, and volunteers, as additional insureds (for both ongoing and completed operations) under the policies.

2. The additional insured coverage under **CONSULTANT's** insurance policies shall be "primary and noncontributory" with respect to any insurance or coverage maintained by **CITY** and shall not call upon **CITY's** insurance or self-insurance coverage for any contribution. The "primary and noncontributory" coverage in **CONSULTANT'S** policies shall be at least as broad as

ISO form CG20 01 04 13.

3. Except for professional liability insurance or workers' compensation insurance, the insurance policies shall include, in their text or by endorsement, coverage for contractual liability and personal injury.

4. By execution of this Agreement, **CONSULTANT** hereby grants to **CITY** a waiver of any right to subrogation which any insurer of **CONSULTANT** may acquire against **CITY** by virtue of the payment of any loss under such insurance. **CONSULTANT** agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not **CITY** has received a waiver of subrogation endorsement from the insurer.

5. If the insurance is written on a Claims Made Form, then, following termination of this Agreement, said insurance coverage shall survive for a period of not less than five years.

6. The insurance policies shall provide for a retroactive date of placement coinciding with the Effective Date of this Agreement.

7. The limits of insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of **CITY** (if agreed to in a written contract or agreement) before **CITY'S** own insurance or self-insurance shall be called upon to protect it as a named insured.

8. It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to **CITY** or any other additional insured party. Furthermore, the requirements for coverage and limits shall be: (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured; whichever is greater. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of the **CONSULTANT** under this Agreement.

9. **CONSULTANT** agrees to ensure that subcontractors, and any other party involved with the Services, who is brought onto or involved in the performance of the Services by **CONSULTANT**, provide the same minimum insurance coverage required of **CONSULTANT**, except as with respect to limits. **CONSULTANT** agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement. **CONSULTANT** agrees that upon request by **CITY**, all agreements with, and insurance compliance documents provided by, such subcontractors and others engaged in the performance of Services will be submitted to **CITY** for review.

10. **CONSULTANT** agrees to be responsible for ensuring that no contract used by any party involved in any way with the Services reserves the right to charge **CITY** or **CONSULTANT** for the cost of additional insurance coverage required by this Agreement. Any

such provisions are to be deleted with reference to **CITY**. It is not the intent of **CITY** to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against **CITY** for payment of premiums or other amounts with respect thereto.

C. Deductibles and SIR's. Any deductibles or self-insured retentions in **CONSULTANT's** insurance policies must be declared to and approved by the **CITY** and shall not reduce the limits of liability. Policies containing any self-insured retention (SIR) provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or **CITY** or other additional insured party. At **CITY's** option, the deductibles or self-insured retentions with respect to **CITY** shall be reduced or eliminated to **CITY's** satisfaction, or **CONSULTANT** shall procure a bond guaranteeing payment of losses and related investigations, claims administration, attorney's fees and defense expenses.

D. Proof of Insurance. **CONSULTANT** shall provide to the **PROJECT MANAGER** all of the following: (1) Certificates of Insurance evidencing the insurance coverage required in this Agreement; (2) a copy of the policy declaration page and/or endorsement page listing all policy endorsements for the commercial general liability policy, and (3) excerpts of policy language or specific endorsements evidencing the other insurance requirements set forth in this Agreement. **CITY** reserves the right to obtain a full certified copy of any insurance policy and endorsements from **CONSULTANT**. Failure to exercise this right shall not constitute a waiver of the right to exercise it later. The insurance shall be approved as to form and sufficiency by the **CITY**.

Proposal for

**ARCHITECTURAL, ENGINEERING, AND INTERIOR
DESIGN SERVICES FOR THE PICKLEWEED
BRANCH LIBRARY RE-DESIGN PROJECT**

for the City of San Rafael

February 8th 2024



periodicals

information

reference

holds

La Selva Beach Library

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COVER LETTER

1



La Selva Beach Library

February 8th, 2024

City of San Rafael
1400 Fifth Avenue
San Rafael, CA 94901

The renovation of the Pickleweed Branch Library is an opportunity to revitalize and re-imagine the existing library with amenities and resources to serve residents of all ages and function as the heart of the community for generations to come. Our collaborative and experienced team will work together with you and your stakeholders to develop a collective vision that meets project goals, fosters interaction, and is enjoyed by employees and community members alike.

This is the type of project at the heart of our organization. Jayson Architecture is a small firm staffed by a talented team with years of experience working on public and community buildings, and we are excited about the opportunity to apply this expertise to your library. Our experience includes a diverse range of library projects ranging in size from the \$500,000 renovation of the Live Oak Library up to the \$35 million Santa Cruz Downtown Mixed-Use Library. Since the firm's inception, Jayson Architecture has worked on eleven libraries, five of which have been completed. Each of these libraries is unique in character, and thoughtfully tailored to the communities they serve. We are also working with local library projects funded by the Building Forward Library infrastructure grant and are familiar with the requirements and reporting that come with the grant, such as timing and dedicated funding for infrastructure.

At Jayson Architecture we take a client focused approach to public projects, which is one of our core areas of expertise. We believe no two projects are alike, and each is designed carefully to respond to context and community needs. What they all have in common is a dedication to craft, detail, and design, combined with efficient and effective project management and execution. With this approach, we provide you with the depth of experience associated with a large established firm, paired with the attentive service and dedication to quality of a small firm.

Jayson Architecture takes no exception to the City's sample Professional Services Agreement and acknowledges receipt of Addendum #1. I will be your main point of contact for the project. Should you have any questions or would like additional information, I can be reached at the contact information provided below. We believe our expertise in the design of libraries makes us uniquely qualified to partner with the City to realize your project goals.

Sincerely,



Abraham Jayson | Architect | AIA | LEED AP BD+C
Principal, Jayson Architecture
587 Shotwell Street
San Francisco, CA 94110
abe@jaysonarch.com
415-317-0529x402

PROJECT UNDERSTANDING

2



check out

PROJECT UNDERSTANDING AND APPROACH

Jayson Architecture has a depth of expertise in the design and construction of community spaces and libraries built through years of experience working on both new construction and renovations. The following are several considerations that we feel will be relevant for the renovation of the Pickleweed Branch Library.

Prioritize: When working with a limited budget, it's important to maximize those precious dollars by identifying an achievable scope of work. Finding a balance between needs and aspirations, as well as setting priorities and making key decisions will provide direction and focus. For instance, by concentrating on achieving code compliance and functional improvements, we can then include 1-3 aspirational design improvements that the community will appreciate and will allow them to see their money at work.

Flexibility: Libraries often serve many functions today, ranging from a place for research and work, to a learning space with active classes, or space for a community gathering. This diversity of use requires maximum flexibility, operable partitions, and spaces with durable materials and surfaces intended to withstand a wide range of programmatic uses.

Entry: Buildings that serve the public, like the Pickleweed Branch Library, need to provide easy, universal building access as well as clear wayfinding at the building entry. A key consideration will be accessible approach, as well as direct site lines to service points from the entry.

Service Points: Large, inflexible reception desks are quickly becoming obsolete, as many public library staffing levels are reduced, and the focus has shifted towards direct and interactive supervision rather than passive single points of public access to staff.

Acoustics: The importance of interactive group study and work space has grown for activities such as collaborative student homework assignments, meeting space for local non-profits and small business start-ups, and space for small focused work brainstorm sessions. This has created an increasing need for thoughtful acoustic separation to create zones for different levels of activity and noise.

Collections: Diverse book collections remain one of the primary reasons people continue to use libraries, however tall and dense collections are frequently undergoing careful review and reduction to allow more space for other uses such as technology and flexible gathering space.

Outdoor Spaces: San Rafael experiences moderate weather year-round, a classic example of the temperate Mediterranean climate. We see an opportunity for libraries to take advantage of the outdoors as an expansion of the building program by improving access to and expanding the functionality of outdoor spaces, where appropriate.

Technology: The library has become the place many community members depend on to keep them up to date with ever evolving technologies. Critical support infrastructure includes robust and up to date IT and AV systems. In addition to computer labs, many libraries are adding Maker Spaces with equipment such as 3D printers and lasers cutters.

Sustainability: A commitment to the environment is an important value to the City of San Rafael and this value is shared by Jayson Architecture and our sub-consultant team. Our design approach considers the energy performance and life-cycle of buildings, sustainable materials, and healthy interior environments.

WORK PLAN

Schematic Design Phase

Jayson Architecture will meet with the City, Library, and project stakeholders to review your programmatic and facility goals for the project. We will visit the site, take measurements of the existing structure as needed to supplement the as-built drawings provided by the City, and create a set of existing drawings consisting of plans, sections, and elevations. The project will be considered through the lens of community connectivity, sustainability, program, zoning, building code requirements, and budget.

We will prepare a project schedule which will outline timelines for key tasks in Gantt chart format. This schedule will be updated throughout the project to provide a clear picture of progress and key decision points.

Based on the information we receive from the stakeholders and our analysis of the site and the program, we will prepare conceptual design layouts and options for the project. The conceptual design will be developed into a set of Schematic Design Drawings, including Structural Engineering, Mechanical/Plumbing Engineering, and Electrical Engineering. The drawings, consisting of plans, sections, and elevations, will generally define the scope and quality of the project. Preliminary specifications will be indicated in room finish schedules. Computer renderings with light, shadow, materials and landscape will be developed to show the proposed design. A comprehensive presentation will be prepared for the City and project stakeholders to evaluate the proposed design. To engage the community for feedback on the design approach, we will present the project in a forum of the City's choice. Jayson Architecture will collect and document feedback, and based on your direction amend the design as deemed appropriate.

At phase completion the Architecture and Engineering documents will be submitted to the cost estimator to confirm the proposed design aligns with the budget for construction. Should the estimate exceed the desired budget for the project, we will conduct a formal value engineering work session to determine a strategy to modify the design to achieve the City's budgetary goals.

Deliverables: 3D Computer Renderings, Schematic Design Drawing Set, Schematic Design Cost Estimate

Meetings: 4 Stakeholder Meetings, 1 Community Meeting, and 2 Presentations to the City Library Board of Trustees and/or Council

Duration: 2.5 months

Design Development Phase

Based on the approved Schematic Design Drawings, Jayson Architecture will prepare Design Development Drawings for the project. In addition to the plans, sections, and elevations prepared in the Schematic Design Phase, the Architecture and Engineering team will prepare typical construction details and material and finish schedules for the exterior and interior of the project. Project specific features will be developed in more detail, and coordinated across engineering disciplines.

At phase completion, the Architecture and Engineering documents will be submitted to the cost estimator to refine the budget for construction.

Deliverables: Design Development Drawing Set, Design Development Cost Estimate

Meetings: 3 Client Review Meetings

Duration: 3 months

Construction Document Phase

Based on the approved Design Development Drawings, Jayson Architecture will prepare Construction Documents for the project, including architectural and engineering plans and specifications. In addition to the drawings prepared in the Design Development Phase, the Architecture and Engineering team will prepare complete and bid-ready Construction Documents, including construction details and 3-part Technical Specifications in CSI Masterformat. Supplemental to the architecture and engineering documentation, furniture layouts and specifications may be prepared, including products, materials, and accessories.

At 65% and 95% phase completion the Architecture and Engineering documents will be submitted to the cost estimator to confirm the budget for construction.

Deliverables: Construction Documents Drawing Set, Technical Specifications, & Construction Document Cost Estimate

Meetings: 4

Duration: 4 months

Permitting

During the design phases, the Architecture and Engineering team will complete applicable code research to determine limitations and permit considerations for the project. At the end of the Construction Documents phase, Jayson Architecture will submit the project to the City Building and Fire Departments for review and approval, as well as the other agencies as deemed required for the project scope. The Architecture and Engineering team will respond to all comments from each respective department or agency with a clear and concise response letter corresponding to any/all drawing revisions required for approval.

Jayson Architecture will serve as the point of contact for this process and manage the flow of communication. If required, Jayson Architecture will meet with the Building Department to discuss technical code requirements for the project.

Deliverables: Permit Set

Meetings: 1

Duration: 3 months

Bidding & Award Support

Jayson Architecture will review the City's front-end specifications (General and Special Conditions) to determine they are appropriate for the scale and type of project. We will attend a pre-bid meeting at the project site to introduce prospective bidders to the project and answer questions. The Architecture and Engineering team will respond to bidder's questions and prepare an addenda to the Bid Documents. We will assist the City with evaluation of submitted bids and selection of the General Contractor. We will assist the City in the procurement of furniture by assisting them in purchasing directly from vendors with pre-negotiated government contracts. Prior to the start of construction, the Architecture and Engineering Team will compile all changes made via addenda during the Bidding phase into a Conform Set for Construction. The conform set will be sent to the cost estimator to prepare the engineers estimation of construction costs for bid.

Deliverables: Bid Drawings and Specifications, Bid Addenda, Conform Set for Construction, Engineers Estimate of Probable Construction Costs

Meetings: 1

Duration: 3 months

Construction Support and Project Close-Out Services

Jayson Architecture will attend Owner/Architect/Contractor (OAC) meetings on a bi-weekly basis for the duration of construction. The Engineering sub-consultants will visit the site at intervals appropriate to their specific scope of work. The Architecture and Engineering team will respond to Contractor Requests for Information (RFIs), review project submittals and shop drawings, prepare bulletins, and review contractor pay applications.

In addition, Jayson Architecture will review and assist the City with responding to Contractor Change Orders. We will attend one punchlist site walk with the contractor at substantial completion to review work remaining to be completed. The Architecture and Engineering team will review the Contractor prepared punchlist and amend as required to capture the scope of work remaining to complete the project.

We will attend one final walkthrough confirming all items on the punchlist have been completed. At project closeout the Architecture and Engineering team will review contractor provided warranties, manuals, and as-built drawings. The Architecture & Engineering team will incorporate contractor as-built markups, and changes made during construction into a final set of as-built drawings to be provide to the City.

Deliverables: As-Built Drawings

Meetings: Weekly for Duration of Construction

Duration: 8-12 months

EXPERIENCE AND TECHNICAL COMPETENCE

3



Boulder Creek Library

SANTA CRUZ DOWNTOWN LIBRARY

Project: Santa Cruz Downtown Library
Client: City of Santa Cruz
Start of Design: September 2021
Construction: Nov 2024 – Jan 2027
Construction Cost (Estimate): \$34,667,000
Building Size: 38,000 SF
Contact Person: **Bonnie Lipscomb**
*Executive Director of
Economic Development
City of Santa Cruz*
blipscomb@cityofsantacruz.com
(831) 420-5150

Currently in Construction Documents, the new 38,000 SF Santa Cruz Downtown Library is part of a \$100 million development that includes parking, commercial space, a daycare center, and affordable housing. The project will be one of the largest undertakings by the City of Santa Cruz in its history, and bring new energy to a underutilized surface parking lot parcel in the center of the downtown. The two-floor library will be Zero Net Energy and LEED Gold certified, and include sustainable features like a green roof, solar panels, and high-performance glazing. The Library will be the civic heart of downtown Santa Cruz.



CAMPBELL LIBRARY

Project: Campbell Library Renovation
Client: City of Campbell
Start of Design: June 2020
Construction: Nov 2023 - July 2025
Construction Cost (Bid): \$18,189,000
Building Size: 24,700 SF
Contact Person: **Todd Capurso**
Director of Public Works
City of Campbell
toddc@campbellca.gov
(408) 866-2150

Currently under construction, the re-imagined Campbell Library will improve the community connection to the Campbell Civic Plaza and City Hall. The refined exterior of metal and wood is designed to be simultaneously durable and elegant. The interior is anchored by the feature stair in the double height entry with light streaming in from tall glass curtain-walls on each side of the building that frame mature trees. These glass walls are complemented by two large clerestory windows adding more natural light throughout the reading space. The aging facility will provide a level of quality and appearance associated with new construction, for the cost of a renovation.



BRANCIFORTE LIBRARY

Project: Branciforte Library Renovation
Client: City of Santa Cruz
Start of Design: March 2018
Construction: Apr 2021 - Nov 2022
Construction Cost: \$3,225,303
Building Size: 7,100 SF
Contact Person: **Kimi Owen**
City Representative
City of Santa Cruz
kowen@bogardconstruction.com
(831) 466-4526

The Branciforte Library renovation revitalizes the existing character of the building and refreshes the aging interiors. A reworked furniture layout improves the circulation and defines a central reading area. Updated lighting and electrical systems highlight the existing wooden beams and surfaces and provide contrast with the board-form concrete. A new community room, accessible after hours, supports programming for adult classes. The updated library design brings out the character of the existing built structure while creating a refreshed and cohesive design that supports contemporary library technology and programming.



LIVE OAK LIBRARY

Project: Live Oak Library Renovation
Client: Santa Cruz County
Start of Design: November 2017
Construction: Sep 2021 – Jul 2022
Construction Cost: \$515,835
Building Size (Area of Work): 1,760 SF
Contact Person: **Damon Adlao**
Director of Capital Projects
County of Santa Cruz
Damon.Adlao@santacruzcountyca.gov
(831) 201-3275

The Live Oak Library renovation revitalizes the children's area, transforming an unremarkable wing of the existing building into an ocean themed learning space. New acoustic wood ceiling and wall treatments, as well as new carpeting and redesigned seating, are both functional and playful. A custom CNC cut plywood wall mimics shifting layers of kelp and serves to separate the children's collections from an "under-the-sea" inspired reading lounge and homework room.



GARFIELD PARK LIBRARY

Project: Garfield Park Library Renovation
Client: City of Santa Cruz
Start of Design: March 2018
Construction: Mar 2021 - Jun 2022
Construction Cost: \$1,326,998
Building Size: 2,300 SF
Contact Person: **Kimi Owen**
City Representative
City of Santa Cruz
350-A Coral St. Santa Cruz, CA 95060
kowen@bogardconstruction.com
(831) 466-4526

The Garfield Park Library renovation brings new life to the historic Carnegie Branch Library, originally constructed in 1914. The design maintains the classic charm of the library, while putting fourth a contemporary take on the feel of the existing reading room. The existing fireplace was updated to create a focus for the central seating area. The interiors use a reserved material and color palette to create harmony between the past and present uses of the building while the exterior has been lovingly restored with special care taken to maintain the historic facade that is beloved by the community.



BOULDER CREEK LIBRARY

Project: Boulder Creek Library Renovation
Client: Santa Cruz County
Start of Design: November 2017
Construction: Dec 2020 – March 2022
Construction Cost: \$1,384,235
Building Size: 4,680 SF
Contact Person: **Damon Adlao**
Director of Capital Projects
County of Santa Cruz
Damon.Adlao@santacruzcountyca.gov
(831) 201-3275

The renovation of the Boulder Creek library solves a host of issues with the aging facility. The main entrance, circulation desk, and restrooms have been upgraded to comply with current accessibility standards. New acoustic finishes have been provided throughout. Aging infrastructure such as the electrical and lighting systems were replaced with Title-24 compliant LED fixtures. The renovation has brought the library into the 21st century in terms of building systems and service model. The project was honored with a design award from the Monterey chapter of the American Institute of Architects.



LA SELVA BEACH LIBRARY

Project: La Selva Beach Library Renovation
Client: Santa Cruz County
Start of Design: November 2017
Construction: Jan 2020 - Feb 2021
Construction Cost: \$1,065,957
Building Size: 2,200 SF
Contact Person: **Damon Adlao**
Director of Capital Projects
County of Santa Cruz
Damon.Adlao@santacruzcountyca.gov
(831) 201-3275

The La Selva Beach Library renovation provides a complete replacement of dilapidated interior finishes, a well as new lighting, electrical, and mechanical systems. An operable glass partition between the adult and children's areas improves acoustics while maintaining daylight and clear lines of sight throughout. The exposed ceiling is wrapped with wood slats to help with acoustics and provide a natural touch to the space. Lounge seating areas are provided for both children and adults to use for reading, tutoring and community programs. The library was awarded a "Design for Change" special commendation by California AIA, and a Design Award from AIA San Francisco.



PROJECT ORGANIZATION AND KEY PERSONNEL

4



picture books

PROJECT TEAM

JAYSON ARCHITECTURE



Abraham Jayson | Principal

Abe has 20 years of experience providing project management and architectural services for diverse projects throughout California. Abe founded Jayson Architecture seven years ago to provide hands-on leadership for each project. He brings a commitment to providing positive contributions to culture, community, and the built environment to every project, regardless of scale.



J.J. Nicolas | Project Manager

J.J. brings a wealth of architectural experience to the team, including managing all phases of design, from the inception of design concepts and programming through construction and project closeout. He has worked on a wide array of project types and is well-versed in both the functional requirements of community design, as well as the process of public project execution in the Bay Area.

SUBCONSULTANTS



BASE Design | Structural Engineering

BASE Design is a structural engineering firm established in 2015 in the San Francisco Bay Area with experience working on new and renovation community, education, and commercial projects. A small company, they tailor their services to each client's needs.



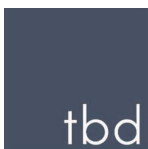
Alter Consulting Engineers | Mechanical, Plumbing Engineering

Alter was founded by passionate engineers with a history of collaboration in HVAC and plumbing design for High Performance and Zero Net Energy buildings and a desire to make low energy buildings universally attainable with a focus on the greater Bay Area.



RIJA | Electrical, Lighting, Telecom Engineering

RIJA provides top tier engineering and consulting services to institutional and commercial clients throughout the Bay Area by carefully considering client requirements, understanding project constraints, and delivering healthy buildings.



TBD Consultants | Cost Estimating

TBD develops construction cost estimates based on the most conceptual information as well as the detailed and complex later stages of design. They provide their clients with defensible and reliable information at all stages of their project to control time and budget and manage risks throughout the project, from inception to completion.

PUBLIC OUTREACH **5**



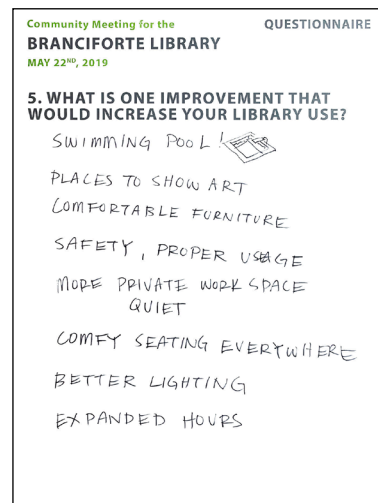
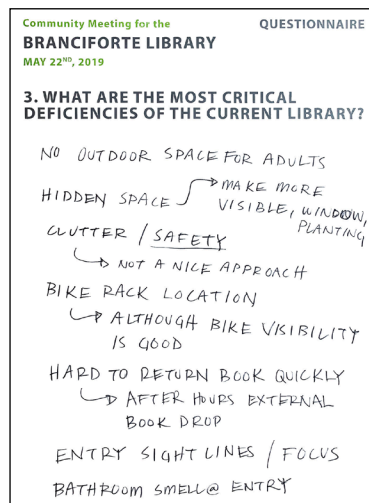
Live Oak Library

PUBLIC OUTREACH

Jayson architecture has a well-defined process and approach for public outreach honed from years of experience working on library projects in the Bay Area. Our approach centers around the collection of qualitative community feedback, which focuses on identifying core themes that resonate with the community. We carefully craft questions and discussion topics that are meant to elicit thoughtful responses from the community about goals, concerns, fears, and aspirations for the project. We also take special care to structure our community engagement in ways that foster positive and constructive conversation between community members. We start each meeting with the full community before breaking the larger group up into 4–6-person discussion groups. We then ask the small group to answer a series of questions that are recorded in a graphic manner. We have successful tools for administering this process either in person or online. At the completion of each stage of community engagement we organize the feedback into qualitative themes that are used to inform our design. We find this process fosters conversation, reduces conflict, and provides the community a sense of ownership over the design and outcome of the project.



Zoom/ Online feedback



In person feedback



In person presentation

COMMUNITY OUTREACH CASE STUDY: SANTA CRUZ DOWNTOWN LIBRARY

Changing the Narrative

The Santa Cruz Downtown Library is part of a mixed-use development in downtown Santa Cruz, comprised of a parking garage, commercial units, and affordable housing. Prior to the City's engagement with Jayson Architecture, the City had worked with a developer to prepare a conceptual design for the site that included these programmatic components.

Original Conceptual Design: The developer's proposal was a conventional layer cake of program: Library and commercial on the ground floor, parking above, and four floors of housing on top. The project is one of the largest developments in Santa Cruz's history, and was contentious from the outset, with opponents dubbing the project the "Taj Garage" and campaigning with the slogan "don't bury the library".

Jayson Architecture Reconfigured Design: Upon reviewing the developer's conceptual design for the City, we knew we would have to take a different approach to the site and the program if the City wanted to successfully navigate the numerous approvals and achieve public support for the project. Our design reorients the library as the civic focal point of the project, two floors high with clerestory windows located prominently along the street.

Community Support: These design changes were explored through numerous community meetings and stakeholder workshops, and resulted in a design that has completed the CEQA review process, and been approved by the Planning Department, the Parks and Recreation Commission, and the City Council. Critically, the project has also survived, and thrived, despite a relentless and organized opposition campaign orchestrated by a small but vocal component of the community. This was evidenced by the resounding defeat of a ballot measure last year which would have halted the project. The project is on track to begin construction in early 2025.



In the original concept, the library was an afterthought, barely visible on the ground floor of a huge structure under multiple floors of parking and housing.



Jayson Architecture reconfigured the site and program to better respond to the downtown context and make the library the civic focal point of the project. The new, more human-scale design fits the desired program elements as well as features such amenities as a green roof and roof deck.

JAYSON
ARCHITECTURE

PICKLEWEED LIBRARY FEE PROPOSAL

MARCH 15, 2024

		SCHEMATIC DESIGN	DESIGN DEVELOPMENT	CONSTRUCTION DOCUMENTS	BIDDING AND NEGOTIATION	CONSTRUCTION ADMINISTRATION	TOTALS
Basic Service	Consultant						
Architectural Services	JAYSON	\$30,000	\$35,000	\$55,000	\$5,000	\$45,000	\$170,000
Structural Engineering	BASE	\$1,650	\$1,650	\$3,850	\$0	\$1,650	\$8,800
Mechanical Engineering	ALTER	\$1,100	\$1,100	\$4,950	\$550	\$1,100	\$8,800
Plumbing Engineering	ALTER	\$1,100	\$1,100	\$3,850	\$550	\$1,100	\$7,700
Electrical Engineering	RIJA	\$1,100	\$1,100	\$2,200	\$0	\$1,100	\$5,500
Cost Estimating	TBD	\$4,136	\$6,204	\$5,170	\$0	\$0	\$15,510
Subtotal Basic Services		\$39,086	\$46,154	\$75,020	\$6,100	\$49,950	\$216,310
Reimbursable Expense Allowance		\$500	\$500	\$500	\$500	\$3,000	\$5,000
Supplemental Services	Consultant						
Furniture	JAYSON	\$0	\$0	\$2,000	\$0	\$10,000	\$12,000
Lighting	RIJA	\$550	\$550	\$1,100	\$0	\$550	\$2,750
Telecom	RIJA	\$550	\$550	\$1,100	\$0	\$550	\$2,750
Graphics & Signage	JAYSON	\$0	\$0	\$6,000	\$0	\$2,000	\$8,000
Design Build Sprinklers	ALTER	\$0	\$0	\$3,300	\$550	\$550	\$4,400
Subtotal Supplemental Services		\$1,100	\$1,100	\$13,500	\$550	\$13,650	\$29,900
Total Proposed Fee							\$251,210

PICKLEWEED LIBRARY

BILLING RATES

MARCH 15, 2024

2024 HOURLY RATES

Principal	\$210
Project Manager	\$185
Project Architect	\$155
Project Designer	\$135
Design Staff	\$125

2025 HOURLY RATES

Principal	\$220
Project Manager	\$195
Project Architect	\$165
Project Designer	\$145
Design Staff	\$130

2026 HOURLY RATES

Principal	\$235
Project Manager	\$205
Project Architect	\$175
Project Designer	\$150
Design Staff	\$140

Reimbursable expenses will be billed at cost plus 10%

Sub-consultants will be billed with a 10% administrative fee