



SAN RAFAEL CITY COUNCIL AGENDA REPORT

Department: Library and Recreation Department

Prepared by: Henry Bankhead, Assistant Library
and Recreation Director

City Manager Approval: _____

A handwritten signature in black ink, appearing to be the initials 'AS'.

TOPIC: PROFESSIONAL SERVICES AGREEMENT FOR LIBRARY AND COMMUNITY CENTER CONCEPTUAL DESIGN

SUBJECT: RESOLUTION APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH NOLL & TAM ARCHITECTS IN AN AMOUNT NOT TO EXCEED \$81,924, FOR A CONCEPTUAL DESIGN FOR A COMBINED PUBLIC LIBRARY AND COMMUNITY CENTER IN ALBERT PARK, AS AN OPTION FOR A FUTURE NEW LIBRARY DOWNTOWN

RECOMMENDATION:

Adopt a resolution authorizing the City Manager to execute a professional services agreement with Noll & Tam Architects for a conceptual design for a combined Library and Community Center at Albert Park, as an option for a future new library downtown.

BACKGROUND:

The San Rafael Public Library (Library) is in the late stages of exploring possibilities for new and improved library facilities for San Rafael. The New Library Facilities Planning Process was completed by Noll & Tam Architects in 2019. This study identified three sites for a new downtown library, while maintaining or expanding the Northgate Mall site and assessing options for expanding the existing Pickleweed Library.

The resulting study was presented to the City Council at their regular meeting on [October 7, 2019](#) and the Council directed staff to proceed with obtaining a conceptual design for the combined Library and Community Center option at Albert Park, so that they could review and compare it with the information already obtained on the existing downtown Carnegie Library option.

To be clear, the City Council has not made a final selection for a new downtown library location. Some conceptual design (which is an early phase of design) work has already taken place regarding the existing downtown library site, and the recommended work is intended to further explore the Albert Park site and

FOR CITY CLERK ONLY

File No.:

Council Meeting:

Disposition:

inform future decision making when it becomes time to move further into more detailed architectural phases.

In fall 2020, the City conducted a Request for Proposals (RFP) process and received 18 proposals. Members of the Library and Community Center Working Group which is comprised of representatives from the City Council, the Library Board of Trustees, the Library Foundation, the Friends of the Library, Park and Recreation Commission and staff, reviewed and provided feedback on the proposals and selected five firms that received the highest ratings to participate in interviews via Zoom.

Based on those interviews, members of the Working Group recommended that Noll & Tam Architects (Noll & Tam) move forward in the selection process. As a result, staff recommends hiring Noll & Tam for the next phase of the process: providing a conceptual design for a combined Library and Community Center at Albert Park. This design will include floor plans with building program needs and overall building size and approximate placement of building footprint based on the [San Rafael Public Libraries Facilities Planning Study](#) published in August 2019. No new programming study is included in this scope of work. The design will include elevations/renderings of building exterior, all sides, illustrating multiple architectural design and vocabulary concepts, as well as sections through building and site showing relationship of new and existing features. The work product will include three alternative design concepts. The conceptual design process will be performed in conjunction with an expanded Library and Community Center Working Group.

ANALYSIS:

Noll & Tam is a well-respected firm and is very familiar with library and conceptual design planning and architectural work. Noll & Tam additionally has requisite experience designing combined Library and Community Center facilities. With this next planning project, the Library will be well-positioned to present the City Council conceptual designs for a combined Library and Community Center building in Albert Park that can be compared to the existing information on a remodel of the existing downtown Carnegie library at 100 E Street. A scope of work, proposed timeline (which will be modified to fit the best possible pacing and needs of the community), and a proposed budget and revised budget from Noll & Tam are attached as exhibits to the proposed professional services agreement (Attachment 2).

COMMUNITY OUTREACH:

To date, the City has conducted the following community outreach activities on this project:

- Visioning workshop and community meeting in March 2015.
- Publicity and postings of the resulting community vision.
- Community focus groups pop-up feedback gathering as part of the Group 4 needs assessment.
- New Library Facilities Planning Process in 2019 to identify locations and costs for Library services which included three sets of three meetings in Central, East and North San Rafael.

The next community outreach steps will include:

- Four facilitated meetings with the expanded Library and Community Center Working Group representing community stakeholder groups as well as an additional meeting with Library staff with regards to soliciting feedback on the conceptual design process.

FISCAL IMPACT:

The proposed agreement would provide for total contract compensation not to exceed \$81,924. There are sufficient monies available in the Fund 215 capital set-aside specifically designated for work toward building new and improved library facilities in San Rafael. An increase of appropriations in the

amount of \$81,924 to account number 215-51-11001-9270 to support the proposed contract is recommended.

OPTIONS:

Staff recommends Option 1.

- Option 1: Adopt a resolution authorizing a professional services agreement with Noll & Tam Architects.
- Option 2: Do not adopt a resolution authorizing a professional services agreement with Noll & Tam Architects.

RECOMMENDED ACTION:

Adopt a resolution authorizing the City Manager to execute a professional services agreement with Noll & Tam Architects for a Library and Community Center Conceptual Design project in an amount not to exceed \$81,924.

ATTACHMENTS:

1. Resolution authorizing a professional services agreement with Noll & Tam Architects
2. Proposed professional services agreement with Exhibit A (scope of work, proposed timeline, which will be modified to fit the best possible pacing and needs of the community, and proposed budget) and Exhibit B (Revised Budget proposal)

RESOLUTION NO.

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN RAFAEL
APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE A
PROFESSIONAL SERVICES AGREEMENT WITH NOLL & TAM ARCHITECTS
IN AN AMOUNT NOT TO EXCEED \$81,924, FOR A CONCEPTUAL DESIGN FOR A
COMBINED PUBLIC LIBRARY AND COMMUNITY CENTER IN ALBERT PARK, AS
AN OPTION FOR A FUTURE NEW LIBRARY DOWNTOWN**

WHEREAS, the San Rafael Public Library's downtown facility (the "Library") was built in 1906 and the last major renovation that expanded Library space was in 1976; and

WHEREAS, the 15,000-square foot facility serves a community of 58,000 and industry standards dictate 1 square foot per resident; and

WHEREAS, circulation of Library materials and foot traffic continues to increase annually; and

WHEREAS, Library leadership began lobbying for a new Library in 1970; and

WHEREAS, the 2003 City of San Rafael General Plan 2020 (section CA-11) states that the City should "renovate and expand or replace" the Library; and

WHEREAS, in 2004 a San Rafael Library Foundation was created with the sole goal of raising funding for a new library facility; and

WHEREAS, the Library is in the planning stages of exploring possibilities for a new library for San Rafael, and would benefit from a conceptual design for a combined library and community center in Albert Park; and

WHEREAS, Noll & Tam Architects is a well-respected firm and very familiar with conducting the desired conceptual design study, and has submitted a proposed scope of services and proposed timeline (to be altered when work begins), and a revised fee breakdown, included in the Staff Report for this resolution;

NOW, THEREFORE, BE IT RESOLVED that the proposal from Noll & Tam Architects set forth in the Staff Report is hereby accepted at a fee, including reimbursable expenses, not to exceed \$81,924.00, and the City Manager is hereby authorized and directed to execute a professional services agreement with Noll & Tam Architects on those terms in a final form approved by the City Attorney.

BE IT FURTHER RESOLVED that funding shall be appropriated from fund 215's capital set-aside (215-51-11001-9270).

I, LINDSAY LARA, Clerk of the City of San Rafael, hereby certify that the foregoing Resolution was duly and regularly introduced and adopted at a regular meeting of the City Council of said City held on Tuesday, the 19th day of January 2021 by the following vote, to wit:

AYES: COUNCILMEMBERS:
NOES: COUNCILMEMBERS:
ABSENT: COUNCILMEMBERS:

LINDSAY LARA, City Clerk

AGREEMENT FOR PROFESSIONAL SERVICES

FOR CONCEPTUAL DESIGN OF LIBRARY AND COMMUNITY CENTER BUILDING IN ALBERT PARK

This Agreement is made and entered into this _____ day of _____, 2021, by and between the CITY OF SAN RAFAEL (hereinafter "**CITY**"), and NOLL & TAM ARCHITECTS, a California corporation (hereinafter "**CONTRACTOR**").

RECITALS

WHEREAS, CITY operates the San Rafael Public Library ("LIBRARY");
and

WHEREAS CITY has a need for professional consulting services in connection with obtaining a conceptual design for a combined Library and Community Center in Albert Park;
and;

WHEREAS, CONTRACTOR has the expertise required to provide such consulting services and is willing to do so on the terms and conditions set forth in this Agreement.

WHEREAS, CONTRACTOR has the submitted a revised budget, exhibit "B" to include cost estimating on request of the **CITY**.

AGREEMENT

NOW, THEREFORE, the parties hereby agree as follows:

1. **PROJECT COORDINATION.**

A. **CITY'S Project Manager.** The Assistant Library and Recreation Director/City Librarian 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. **CONTRACTOR'S Project Director.** **CONTRACTOR** shall assign a single PROJECT DIRECTOR to have overall responsibility for the progress and execution of this Agreement for **CONTRACTOR**. Alyson Yarus is hereby designated as the PROJECT DIRECTOR for **CONTRACTOR**. Should circumstances or conditions subsequent to the execution of this Agreement require a substitute PROJECT DIRECTOR, for any reason, the **CONTRACTOR** shall notify the **CITY** within ten (10) business days of the substitution.

2. **DUTIES OF CONTRACTOR.**

CONTRACTOR shall perform the duties and/or provide services described in the

proposal from **CONTRACTOR** dated November 2, 2020 and as outlined on Page 12 “Final Deliverables” of Proposal for San Rafael Public Library and Community Center Conceptual Design Study marked Exhibit “A” attached hereto and incorporated herein by this reference.

3. DUTIES OF CITY.

CITY shall pay the compensation as provided in Paragraph 4, and shall otherwise cooperate as necessary for the performance of **CONTRACTOR’s** services described herein.

4. COMPENSATION.

For the full performance of the services described herein by **CONTRACTOR**, **CITY** shall pay **CONTRACTOR** as follows:

CITY shall pay **CONTRACTOR** on a time and materials basis at the rates shown on the “Hourly Rate” schedule set forth in Exhibit “A”, for services rendered specifically as outlined in the “Revised Budget San Rafael Public Library & Community Center Conceptual Design Study” attached hereto as Exhibit “B” and incorporated herein by this reference. The total payment made for any individual work task will not exceed the amounts shown in Exhibit “B”. The total contract amount shall not exceed \$81,924.00, including costs and expenses.

Payment will be made monthly upon receipt by PROJECT MANAGER of itemized invoices submitted by **CONTRACTOR**.

5. TERM OF AGREEMENT.

The term of this Agreement shall be for twelve (12) months commencing on the date of this Agreement. Upon mutual written agreement of the parties, and subject to the approval of the City Manager the term of this Agreement may be extended for an additional period of six (6) months.

6. 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 **CONTRACTOR** and any and all of **CONTRACTOR'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.

7. OWNERSHIP OF DOCUMENTS.

The written documents and materials prepared by the **CONTRACTOR** 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.

8. INSPECTION AND AUDIT.

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

9. 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.

10. INSURANCE.

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

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

3. 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 **CONTRACTOR's** performance of services under this Agreement. Where **CONTRACTOR** is a professional not required to have a professional license, **CITY** reserves the right to require **CONTRACTOR** to provide professional liability insurance pursuant to this section.

4. If it employs any person, **CONTRACTOR** shall maintain worker's 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. **CONTRACTOR's** worker's compensation insurance shall be specifically endorsed to waive any right of subrogation against **CITY**.

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

1. Except for professional liability insurance or worker's 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 **CONTRACTOR'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 **CONTRACTOR'S** policies shall be at least as broad as ISO form CG20 01 04 13.

3. Except for professional liability insurance or worker's 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, **CONTRACTOR** hereby grants to **CITY** a waiver of any right to subrogation which any insurer of **CONTRACTOR** may acquire against **CITY** by virtue of the payment of any loss under such insurance. **CONTRACTOR** 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 **CONTRACTOR** under this agreement.

C. **Deductibles and SIR's.** Any deductibles or self-insured retentions in **CONTRACTOR's** insurance policies must be declared to and approved by the PROJECT MANAGER and City Attorney, 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 **CONTRACTOR** shall procure a bond guaranteeing payment of losses and related investigations, claims administration, attorney's fees and defense expenses.

D. **Proof of Insurance.** **CONTRACTOR** shall provide to the PROJECT MANAGER or **CITY'S** City Attorney 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 **CONTRACTOR**. 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 PROJECT MANAGER and the City Attorney.

11. INDEMNIFICATION.

A. Except as otherwise provided in Paragraph B., **CONTRACTOR** 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 **CONTRACTOR'S** performance of its obligations or conduct of its operations under this Agreement. The **CONTRACTOR'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 **CONTRACTOR'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 **CONTRACTOR**'s work or work product by the **CITY** or any of its directors, officers or employees shall not relieve or reduce the **CONTRACTOR**'s indemnification obligations. In the event the **City Indemnitees** are made a party to any action, lawsuit, or other adversarial proceeding arising from **CONTRACTOR**'S performance of or operations under this Agreement, **CONTRACTOR** 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 **CONTRACTOR** 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, **CONTRACTOR** 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 **CONTRACTOR**, 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.

12. **NONDISCRIMINATION.**

CONTRACTOR 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.

13. **COMPLIANCE WITH ALL LAWS.**

CONTRACTOR 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. **CONTRACTOR** shall perform all services under this Agreement in accordance with these laws, ordinances, codes and regulations. **CONTRACTOR** 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.

14. NO THIRD PARTY BENEFICIARIES.

CITY and **CONTRACTOR** 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.

15. 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:

Department of Library & Recreation
Attn: Henry Bankhead, Project manager
City of San Rafael
1400 Fifth Avenue
P.O. Box 151560
San Rafael, CA 94915-1560

TO **CONTRACTOR**:

Alyson Yarus
Noll & Tam Architects and Planners
729 Heinz Avenue #7
Berkeley, CA 94710

16. INDEPENDENT CONTRACTOR.

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

17. 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 **CONTRACTOR** 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 **CONTRACTOR** 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.

18. SET-OFF AGAINST DEBTS.

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

19. 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.

20. 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.

21. CITY BUSINESS LICENSE / OTHER TAXES.

CONTRACTOR shall obtain and maintain during the duration of this Agreement, a **CITY** business license as required by the San Rafael Municipal Code **CONTRACTOR** 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 **CONTRACTOR** has provided **CITY** with a completed Internal Revenue Service Form W-9 (Request for Taxpayer Identification Number and Certification).

22. 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.

23. APPLICABLE LAW.

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

24. 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.

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

CITY OF SAN RAFAEL

JIM SCHUTZ, City Manager

CONTRACTOR

By:  _____

Name: Christopher Noll

Title: Principal

ATTEST:

LINDSAY LARA, City Clerk

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

By:  _____

Name: Janet Tam

Title: Principal

APPROVED AS TO FORM:

ROBERT F. EPSTEIN, City Attorney

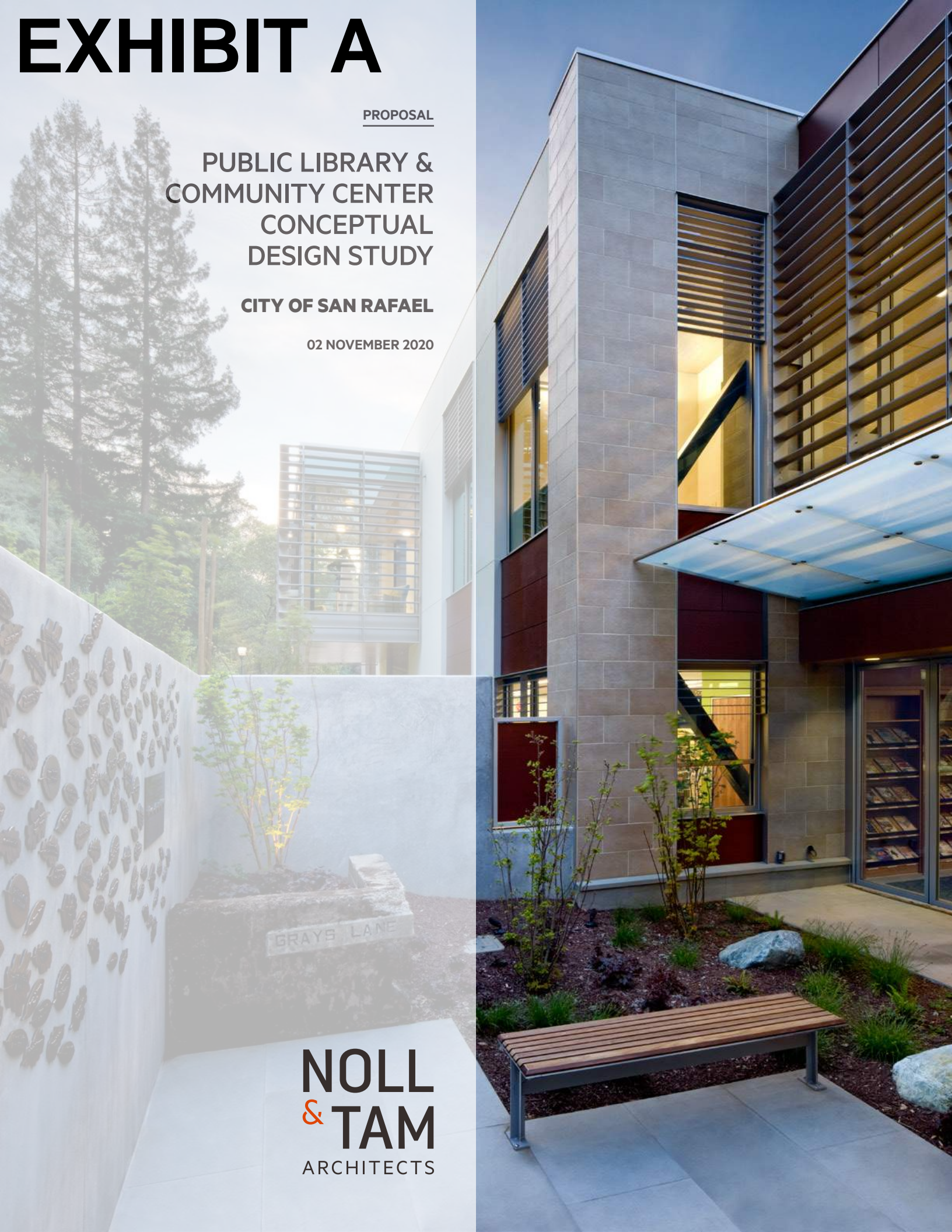
EXHIBIT A

PROPOSAL

PUBLIC LIBRARY & COMMUNITY CENTER CONCEPTUAL DESIGN STUDY

CITY OF SAN RAFAEL

02 NOVEMBER 2020



**NOLL
& TAM**
ARCHITECTS

2 November 2020

Henry Bankhead
Asst. Library & Recreation Director/City Librarian
City of San Rafael
Library & Recreation Department
618 B Street
San Rafael, CA 94901



Re: Public Library & Community Center Conceptual Design Study

Dear Mr. Bankhead and Members of the Selection Committee:

We have so enjoyed working with the City of San Rafael and your dedicated staff in the last few years. Working with people like you and Susan is what inspires us about our public clients—we see you making a difference in your community and are encouraged to perform our best work. Noll & Tam is pleased to have the opportunity to continue our work with you, and we present our proposal to provide conceptual design services for a combined Library and Community Center building at Albert Park.

This project is a necessary step to develop the concept of a new building at Albert Park to the same level as the other alternatives that have been studied. Once this study is complete, the City will have all the information they need to make an important decision about the future of the San Rafael Public Library system. Noll & Tam believes we are the ideal consultant for this project because:

- We have a comprehensive understanding of the work completed to date – this will allow us to minimize start-up time and provide you with the end product you are looking for.
- We have a strong working relationship with the City and understand how to work with you – this will streamline the process and allow for easy communication.
- We have a strong portfolio in both libraries and community centers – this will enable us to present you with informed and feasible design concepts.
- We are passionate about this project, and we love to work with the City of San Rafael – we are assigning our “A” team, and you will have our full attention.

For this project, we have brought together a great team of experienced people to lead a comprehensive and engaging process. I will be the Principal in Charge, actively leading our team’s efforts, joined by Alyson Yarus as Project Manager and Trina Goodwin as Space Planner/Interiors Architect. All three of us have worked with you before and look forward to working with you again. We are joined by RHAA, talented landscape architects who will be able to come up with creative ideas for the outdoor spaces. In the following pages, we have provided our staff experience, our proposed scope of work, and our firm experience to give the City an understanding what our firm has to offer.

We are confident that, together, we will develop a conceptual design that will identify viable solutions for the San Rafael Public Library system to enhance services offered to the community. Our goal for this project will be to provide the City with information necessary to make a decision about the best path forward. Our team will give this project all the enthusiasm, energy, and conscientious effort for which we are known.

Sincerely,

A handwritten signature in black ink that reads "C. Noll". The signature is fluid and cursive, with a long horizontal stroke at the end.

Christopher Noll, FAIA, LEED AP
Principal

FIRM ORGANIZATION

FIRM PROFILE

Noll & Tam Architects creates uncommon spaces for the common good. Christopher Noll and Janet Tam founded the firm in Berkeley, CA in 1992 to establish a talented studio of architects promoting active community involvement and environmentally responsive design.

Our practice is a balance of pre-design services including building evaluations, needs assessments, feasibility studies, programming, site analysis, and master planning, as well as full design services for new building construction and complex renovations. We balance technical requirements, aesthetics, setting and social context, always seeking solutions that touch the environment gently while bringing life to the community.



FIRM INFORMATION

Company Name: Noll & Tam Architects

Type of Ownership: Corporation

Number of Years in Business: 28

Present Size of Firm: 42

REFERENCES

Santa Cruz Downtown Library Master Plan

Client: City of Santa Cruz

Contact: Susan Nemitz, Library Director, (831) 427-7706 ext. 7611, nemitzs@santacruzpl.org

Belle Haven Branch Library Space Needs Study

Client: City of Menlo Park

Contact: Sean Reinhart, Director of Library Services, (510) 432-8245, ssreinhart@menlopark.org

Woodland Library Facility Master Plan

Client: City of Woodland

Contact: Greta Galindo, Library Services Director, (530) 661-5984, greta.galindo@cityofwoodland.org

PROJECT TEAM

Our design team brings together the talents of architects and subconsultants who understand community facilities. Below is summary of the key individuals who are proposed to work on your project, and who will be committed for the duration of the project. At any time, we are able to draw upon our staff of 42 if we need additional resources.

CHRIS NOLL, FAIA, LEED AP, PRINCIPAL IN CHARGE

Christopher Noll will be the Principal in Charge. Chris brings strong skills in collaborating with clients and directing projects through all phases of design while remaining sensitive to the needs and concerns of client and users throughout the process. His role will be to lead the entire design process and keep a sharp eye on implementation of the City's vision and budget.

Chris is very familiar with the design process for community buildings and is adept at building consensus among diverse interest groups. He has led all of Noll & Tam's public library projects and understands the important factors that create successful library spaces. Through his close relationships with public librarians throughout the state, Chris stays on top of new trends in librarianship, and brings a visionary perspective to the design process.

ALYSON YARUS, LEED AP, PROJECT MANAGER

As Project Manager, Alyson will create and maintain a work plan for the project team, anticipating tasks and the time required to complete them in order to meet commitments. She will be the day-to-day client contact and will hold the responsibility for the efficient running and the delivery of the project. She will coordinate and participate in meetings with the San Rafael staff, together with Chris and Trina.

Alyson is a licensed architect and a LEED Accredited Professional. She joined Noll & Tam in 1997 as its third employee (after the two founders) and has managed a wide variety of library and community projects. Alyson was project manager for our previous work with San Rafael, and is looking forward to continuing her collaboration with you.

TRINA GOODWIN, LEED AP, SPACE PLANNER/INTERIORS ARCHITECT

Trina offers the unique perspective of an architect and interior designer specializing in space planning and FF&E. Over the past 25 years she has developed a specialization in designing joyful and energizing community spaces. She will work side-by-side with Chris and Alyson on the conceptual design study. She will participate in presentations to City and the stakeholders, and ensure that the recommendations are budget conscious and appropriate to the context and community. Trina has noted skill at facilitating community process and is aware of the particular issues and challenges this project may experience. Her involvement and advice will be indispensable moving forward.



HAYWARD MAIN LIBRARY & COMMUNITY LEARNING CENTER



CHRISTOPHER NOLL, FAIA, LEED AP NOLL & TAM ARCHITECTS

PRINCIPAL IN CHARGE

A licensed architect since 1985, Chris specializes in the planning and design of libraries and has led all of Noll & Tam's public library projects. He was recently elected a Fellow in the American Institute of Architects for his leadership in community-inclusive programming and design of libraries. Chris is actively involved in the library community through the California Library Association (CLA) and the American Library Association (ALA). As a member of the CLA Legislative Committee, Chris led a statewide space needs assessment for California's more than 1,100 public libraries. He engages in research about future trends in library facilities and library service delivery. With Anthony Bernier, Ph.D., of SJSU, Chris has developed the "Youth Opportunity Design Approach," a curriculum guide for how to engage youth in the design of library spaces.



CALIFORNIA REGISTRATION

Licensed Architect #C15916

EDUCATION

Master of Architecture,
University of California,
Berkeley, 1981

Bachelor of Arts,
Princeton University, 1978

RELEVANT PROJECT EXPERIENCE

San Rafael Public Libraries Study

Alameda Branch Libraries Feasibility Study and Renovation

Santa Cruz Downtown Library Master Plan

Belle Haven Branch Library Space Needs Study

Woodland Library Facility Master Plan

Berkeley Public Library Branch Libraries Facilities Master Plan

American Canyon Library Renovation

Berkeley Public Library Central Library Improvements

Mission Branch Library Renovation, Santa Clara

Napa County Main Library Remodel

Petaluma Regional Library Refresh

Capitola Library

Castro Valley Library

Half Moon Bay Library

Hayward Main Library & Community Learning Center

Los Gatos Library

Felton Library Interior Design

Valley Hi North Laguna Library, Sacramento



HALF MOON BAY LIBRARY



NAPA LIBRARY



HAYWARD MAIN LIBRARY



ALYSON YARUS, LEED AP NOLL & TAM ARCHITECTS

PROJECT MANAGER

Alyson Yarus is a registered architect and LEED Accredited Professional with more than 25 years of experience. Alyson has been with Noll & Tam since 1997 and is an Associate Principal. Her ability to listen carefully to clients' and user groups' needs while keeping all aspects of the project well-organized has enabled her to continually deliver complex projects on time and on budget.

Alyson collaborates with clients in a friendly and enthusiastic way to get the most 'bang' out of limited budgets. Alyson worked on the study of four branch libraries for Berkeley Public Library, and led our previous work with the City of San Rafael.



RELEVANT PROJECT EXPERIENCE

- San Rafael Public Libraries Study
- Alameda Branch Libraries Study and Renovation
- American Canyon Library
- Berkeley Public Library Central Library Improvements
- Berkeley Public Library Branch Libraries Facilities Master Plan
- Napa County Main Library Renovation
- Marina Branch Library
- Berkeley YMCA-PG&E Teen Center
- Solano Community College New Library & Learning Resource Center

- St. Mary's College Library and Learning Commons, Moraga
- De Anza Library Renovation
- Cal Career Center Renovation
- UC Berkeley College of Natural Resources Master Plan
- UC Berkeley Student Community Center Renovations, Lower Sproul Plaza Revitalization
- UC Berkeley Eshleman Surge Space Renovation
- UC Berkeley Moffitt Library West Terrace Canopy
- International House Renovations

CALIFORNIA REGISTRATION

Licensed Architect #C28307

EDUCATION

Master of Architecture,
University of California,
Berkeley, 1997

Bachelor of Arts,
Stanford University, 1987



NAPA LIBRARY



BERKELEY PUBLIC LIBRARY
CENTRAL LIBRARY



ALAMEDA BRANCH LIBRARIES



TRINA GOODWIN, LEED AP NOLL & TAM ARCHITECTS

SPACE PLANNER/INTERIORS ARCHITECT

In her 40-year career as an architect, Trina Goodwin has planned, designed, and conducted feasibility studies for numerous Bay Area public facilities. At Noll & Tam since 2005 and an Associate Principal with the firm, Trina most recently designed the interior architecture for the Hayward Main Library & Community Learning Center which opened in Sept 2019. She offers the unique perspective of an architect and interior designer specializing in space planning and FF&E. She has a particular interest in creating efficient and supportive spaces for library services that respond to the needs of library staff and patrons, and focusing on highly durable finishes and materials for public spaces that are attractive yet hold up to heavy use.



CALIFORNIA REGISTRATION

Licensed Architect #C21806

EDUCATION

Bachelor of Architecture,
California Polytechnic State
University, San Luis Obispo, 1980

RELEVANT PROJECT EXPERIENCE

San Rafael Public Libraries Study

Menlo Park Library Space
Needs Study

Santa Cruz Downtown Library
Master Plan

Belle Haven Branch Library Space
Needs Study

Woodland Library Facility
Master Plan

Hayward Main Library & Community
Learning Center

Half Moon Bay Library

Capitola Library

Los Gatos Library

Valley Hi North Laguna Library,
Sacramento

San Leandro Mulford Marina Library

Los Altos New Community Center

Antioch Community Center

St. Helena Community Facilities
Visioning Study

American Canyon Library Renovation

Berkeley Public Library Central
Library Improvements

Mission Branch Library Renovation,
Santa Clara

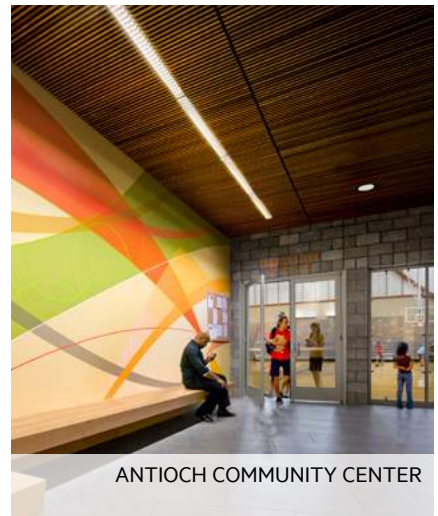
Petaluma Regional Library Refresh



CASTRO VALLEY LIBRARY



LOS GATOS LIBRARY



ANTIOCH COMMUNITY CENTER

SUBCONSULTANTS

We have brought aboard a trusted landscape architecture firm, RHAA, to help us in the site evaluation and conceptual design.

RHAA FIRM PROFILE

RHAA has a long history of environmental stewardship and a holistic design vision. They are known for their site sensitive design approach that provides the maximum benefit for the least use of available resources while creating places that enrich the fabric of their communities. Whether working in the heart of a city or in a pristine natural environment, the firm strives to find the spirit of the place and weave together history, nature, human relationships, stories, art, environment and culture to create unique and beautiful landscapes. Their goal is to let the context – the site and its user community – speak for itself.

Throughout its 60 year history, RHAA has developed a strong Community Center and Library portfolio. Recent projects include the Hayward 21st Century Library & Heritage Plaza Arboretum and the Burlingame Community Center. In each of its projects, RHAA works closely with the architect to create a robust site program that is well integrated with the interior design and function of the building. Such integration serves to expand and upgrade the usability of each site.

RHAA's 30-person landscape architecture design and planning firm with offices in Mill Valley and San Francisco has the capability to assist in multiple projects with tight deadlines. The firm understands that during the unprecedented time of COVID-19 they must be innovative and flexible with their collaboration

strategies. RHAA has developed particular expertise in working with local, state and federal agencies and their staff, in conducting public meetings and community workshops, in managing multidisciplinary teams, in meeting construction budgets and management requirements, and in preparing construction documents. They specialize in a collaborative design and visioning process that engages clients and stakeholder groups with the design team – creating a dialogue where the needs and opportunities of the project are explored. RHAA uses sketches, drawings, and three-dimensional computer models to help clients envision design ideas, and they prepare detailed design and construction documents that bring these visions to reality.

FIRM INFORMATION

Legal Name:

Royston Hanamoto Alley & Abey

Business Type: Landscape

Architects and Planners. RHAA is certified by the State of California and the Federal Government as a Small, Women-Owned and Disadvantaged Business Enterprise.

Legal Status: RHAA is a

California corporation formed in 1958 and incorporated in 1967.

Office: 225 Miller Avenue
Mill Valley, CA 94941

Point of Contact: Manuela King,
Principal-In-Charge

415.383.7900

manuela@rhaa.com

Tax Identification Number:

94-1649892



HALF MOON BAY LIBRARY



Manuela A. King

Landscape Architect, LEED AP
Principal-in-Charge

As a Principal in the firm, Manuela King has been instrumental in the design of a wide variety of high-profile projects. These include corporate campus design, urban design and planning, park and recreation planning, residential design, and commercial and professional facilities. Her interests include the relationship between art, architecture, landscape architecture and contemporary urban design. She is a strong advocate of sustainable design in all her projects. Over her time with the firm, her work has expanded to include many international projects, including work in Chile, Taiwan, Malaysia, Israel, Korea, the Philippines, China, Australia and Japan.

Qualifications

Education:

- University of Oregon, Master of Landscape Architecture
- University of Oregon, Bachelor of Landscape Architecture
- Pennsylvania State University, Bachelor of Science

Registration:

- Landscape Architect, State of California #3271
- LEED Accredited Professional US Green Building Council

Association:

- American Society of Landscape Architects
- AIA Associate Member

Years of Experience:

- 35 years at RHAA
- 35 years in the industry

Contact Information:

- manuela@rhaa.com
- 415.706.1967

Selected Project Experience

HALF MOON BAY, CALIFORNIA
Half Moon Bay New Library

HAYWARD, CALIFORNIA
Hayward 21st Century Library

TIBURON, CALIFORNIA
Belvedere-Tiburon Library

SAN MATEO, CALIFORNIA
San Mateo Public Library

BERKELEY, CALIFORNIA
UC Berkeley Moffitt Library

SAN RAFAEL, CALIFORNIA
Marin Civic Center Master Plan

NOVATO, CALIFORNIA
Novato City Hall

SAN PABLO, CALIFORNIA
Center Campus Design, Contra Costa College

BRENTWOOD, CALIFORNIA
Brentwood Center, Los Medanos College

OAKLAND, CALIFORNIA
Master Plan, Holy Names/Samuel Merritt College

MERCED, CALIFORNIA
Campus Master Plan, Merced Community College

SARATOGA, CALIFORNIA
Landscape Master Plan, West Valley College

SANTA ROSA, CALIFORNIA
Sonoma Academy

FAIRFAX, CALIFORNIA
White Hill School

ATHERTON, CALIFORNIA
Academic Arts Bldg & Quad, Sacred Heart School



Jacob Millard

Landscape Architect, LEED AP
Senior Associate

Jacob has over 15 years of experience designing outdoor spaces. His sensitivity to client needs, user experience, and sustainable solutions equals his passion for contemporary site design and place making. Jacob has focused his career on understanding and exploring our relationship with natural and built environments; and his background in design, engineering and construction has given him a strong foundation for working with clients, communities and multi-disciplinary. At RHAA, Jacob has worked on a diverse range of public & private projects; from master planning and conceptual visioning to a wide variety of constructed projects. His work has included urban plazas, streetscapes, and civic spaces; park and recreation projects; health care facilities and corporate campuses; schools and educational campuses; multi-use developments, commercial retail spaces, and residential design.

Qualifications

Education:

- University of Washington, Master of Landscape Architecture
- University of Washington, Master of Civil & Environmental Engineering
- Tufts University, Bachelor of Science, Mechanical Engineering

Registration:

- Landscape Architect, State of California #5497
- LEED Accredited Professional US Green Building Council
- ReScape Qualified Professional

Association:

- American Society Landscape Architects

Years of Experience:

- 15 years at RHAA
- 10 years in the industry

Contact Information:

- jacob@rhaa.com
- 415.360.2861

Selected Project Experience

HALF MOON BAY, CALIFORNIA
Half Moon Bay New Library

HAYWARD, CALIFORNIA
Hayward 21st Century Library

SARATOGA, CALIFORNIA
Landscape Master Plan, West Valley College

SARATOGA, CALIFORNIA
Language Arts Building, West Valley College

SARATOGA, CALIFORNIA
Student Services Building, West Valley College

SARATOGA, CALIFORNIA
Athletic Complex, West Valley College

SARATOGA, CALIFORNIA
Campus Entry, West Valley College

SAN PABLO, CALIFORNIA
Center Campus Design, Contra Costa College

SAN PABLO, CALIFORNIA
New Science Building, Contra Costa College

BRENTWOOD, CALIFORNIA
Brentwood Center, Los Medanos College

ATHERTON, CALIFORNIA
Academic Arts Bldg & Quad, Sacred Heart School

LIVERMORE, CALIFORNIA
Student Services Building, Las Positas College

LIVERMORE, CALIFORNIA
Science and Technology Building, Las Positas College

PROJECT UNDERSTANDING

PROJECT UNDERSTANDING

This project is an exciting one for the City of San Rafael, because it will provide the City with the tools to move forward with the vision for a renewed main library that has been 20 years in the making, while incorporating a new vision for a combined community center in keeping with the aspirations of the City's current goals for public services. San Rafael is faced with the question of how best to improve all of its community facilities and create a place for all ages that houses learning, community, and play. Understandably, this is a decision that has many stakeholders with strong voices, and faces scrutiny that the decision be made fairly and with due attention given to all aspects of the issue.

The existing San Rafael Community Center in Albert Park is a well-used and important City facility, but a new community center combined with a new main library at this location has the potential to become a vibrant and important center of City life. Centered around the beautiful existing garden, adjacent to the sports fields and the Children's Center, and next door to the bocce club, with activities and facilities for all ages and different interests, this new building can serve as a model for the integration of library and community functions. It can be a place where every citizen of San Rafael can learn, grow, and create new memories.

To provide the City with the appropriate information to be able to make a decision about the next steps, we will deliver a high-level and

clear assessment of the opportunities of the Albert Park site. This work will advance what both we (Noll & Tam) and Kappe + Du have done previously such that an "apples to apples" comparison can be made of the various paths forward.

We will move this work forward while maintaining the City's schedule and being respectful of the City's budget. We will provide a "right-sized" study – one that provides an analysis that can be compared to the other sites. At this juncture, we understand that there is no need for engineering input or assessment, as that would actually elevate the complexity of this study beyond the other sites, and potentially trigger requests to update the work in other areas.

SCHEDULE

Task	Task Start	Task End	Duration
Contract Award	Feb 1, 2021 (Mon)		
Kickoff Meeting (Meeting 1)	Feb 4 (Thurs)		
Review Existing Documentation, Preliminary Work, Site Visit	Feb 5 (Fri)	Mar 3 (Weds)	3.5 weeks
Site Analysis	Feb 17 (Weds)	Mar 3 (Weds)	2 weeks (overlapping)
Meeting 2 with Working Group	Mar 4 (Thurs)		
Development of Alternatives	Mar 5 (Fri)	April 7 (Weds)	4.5 weeks
Staff Workshop	April 8 (Thurs)		
Refinement of Alternatives	April 9 (Fri)		2.5 weeks
Meeting 3 with Working Group	April 29 (Thurs)		
Development of Selected Alternatives	April 30 (Fri)	May 26	3.5 weeks
Meeting 4 with Working Group	May 27 (Thurs)		
Preparation of Presentation-Level Materials	May 28 (Fri)	June 18 (Fri)	4 weeks
City Council Presentation	June 21, 2021 (Mon)		

FINANCIAL MONITORING

A project cannot be successful if it is not based upon realistic financial assumptions. Our team brings a great deal of experience in developing project budgets that are aggressive but achievable.

We will start out our budgeting process by assessing all of the goals, aspirations, constraints, and limitations of the project that have been expressed to date. We know that the City has a limited budget for this study, and we intend to stay on schedule and therefore on budget for the (short) duration of this work.

We will partner with you to establish goals and priorities, and facilitate discussions that sort them out into achievable project scenarios. Our goal will be to listen to all parties carefully, document everyone's goals for the record, refine and synthesize scope items as possible, explore an appropriate number of alternatives, and guide the decision-making process towards a common, achievable set of program and budget goals.

QUALITY ASSURANCE/ QUALITY CONTROL

QA/QC for a study is a bit different than when we are putting together a full set of construction documents for public bid. One of the keys to a successful study is principal involvement and direction. We have dedicated senior staff to this project – the same staff who have been working with you over the last few years. They will remain committed and hands-on throughout, ensuring that the concepts being developed are in line with what has been expressed by the Working Group and City staff. Our project manager will ensure that the process remains on schedule and on budget, and that the final deliverables are of the quality that the City expects.

PROJECT COORDINATION

This project has a quick schedule, and one of the keys to maintaining that schedule will be effective project coordination, collaboration, and timely decision making. Noll & Tam is proposing a lean team: the key staff shown in this proposal will be your project team, supported by one or two technical staff. Our team will launch the project through a Zoom kickoff meeting and continue internal project communication through various online platforms, keeping in close communication and moving the project forward.

We have found that one of the key elements to a successful partnership with our public clients is the ability to facilitate a collaborative process that responds directly to concerns of the client, users, and community. Noll & Tam will work closely with City staff to identify important project priorities and develop tangible strategies to achieve these priorities. We know you and your staff well and would anticipate being able to “hit the ground running” and lead this project to a successful conclusion.



ANTIOCH COMMUNITY CENTER

PROJECT WORK PLAN

KICKOFF MEETING:

We will initiate the project by having a collaborative working session with the Library's Working Group, City staff, the design team, and key community stakeholders. We will discuss the overall goals and mission for the project, review the decision-making process, assess the budget, and determine key milestones in the project schedule. We will work with your team to understand what can work best for you and what you envision for the future of this shared facility.

Deliverables: A written summary of project goals and priorities.

PRELIMINARY WORK:

Noll & Tam will begin by reviewing any existing documentation about the site and the work already completed. Noll & Tam and our landscape architect RHAA will visit the site to experience the environment and its surrounding streetscape and the relationship to the surrounding amenities. Site diagramming will be undertaken to identify site conditions and constraints, landscape areas, as well as parking requirements. We will develop two site plan options that will indicate the site area of the building, parking layout, and potential recreational use of the surrounding landscape.

Upon review and input from the stakeholders on these two site plan options we will develop a final and third site plan.

Deliverables: Two site plan alternatives followed by a third and final preferred annotated plan.

CONCEPT DESIGN OPTIONS:

With your agreed-upon site plan as a basis, we will study three design options for the plan layouts of the various spatial components within the building. Each will be shown integrated with the landscaped environment.

We will create a criteria list that assists the team in evaluating the pros and cons of each option. Upon review and input from the stakeholders on these three options for the building plans we will develop final sets of enlarged conceptual floor plans for the building.

For each of the three design alternatives, we will study the massing of the building and develop a design approach to the character of the building façades situated on the site.

Deliverables: Three different conceptual building floor plan options. Deliverables also include loose massing diagram drawings and architectural character sketches.

FINAL DELIVERABLES:

The selected Conceptual Design scheme will be determined through a process that includes input from the Library Working Group and Parks & Rec staff. After the preferred scheme is selected, we will develop presentation-level materials for the preferred scheme, which we will present to the City Council, and which can be used in presentation to the community.

Deliverables: Preferred annotated (rendered) site plan, presentation floor plans, sections, elevations, and three renderings (two exterior, one interior) of preferred alternative for use in presentations.



HALF MOON BAY LIBRARY

RESOURCES TO BE PROVIDED BY THE CITY

We would like to receive any additional information the City has about the existing community center, the site, and adjacent City properties; for example, the geotechnical report that was discussed at the informational meeting.

WORKING TOGETHER DURING COVID-19

During the early stages of this project, COVID-19 considerations for safe distancing may still be required. Over the last 7+ months, Noll & Tam has continued to move forward productively with all our projects in different phases and has been able to perform all project tasks in a timely way, from kickoff meetings to construction administration. Our

client and stakeholder meetings are now typically conducted via digital platforms like Zoom or Microsoft Teams, facilitated in a way that is interactive, clear, and well organized. Our virtual meetings have proven to be an effective alternative, as well as more cost effective than in-person meetings.



HAYWARD NEW LIBRARY & COMMUNITY LEARNING CENTER

EXCLUSIONS OR EXCEPTIONS

At this time, we have not identified any parts of the proposal that are beyond our expertise or would be better handled by City staff.



ANTIOCH COMMUNITY CENTER

BUDGET

Project Tasks	Estimated Noll & Tam Hours	N&T Fee Per Task	Estimated RHAA Hours	RHAA Fee Per Task	Total Hours	Total Fee per Task
Review Documentation & Develop Base Plans	9	\$1,415			9	\$1,415
Preliminary Brainstorming	20	\$3,620	4	\$1,078	24	\$4,698
Preliminary Alternatives	22	\$3,670	32	\$7,040	54	\$10,710
Development of Alternatives	26	\$4,390			26	\$4,390
Development of Selected Alternative	41	\$5,900	40	\$8,360	81	\$14,260
1 Site Visit	2.5	\$498	3	\$710	5.5	\$1,208
4 Meetings with Working Group (2hr virtual mtgs)	24	\$4,760	5.5	\$1,510	29.5	\$6,270
1 Staff workshop (2hr virtual mtgs)	6	\$1,190	1.5	\$421	7.5	\$1,611
Presentation Materials: Site Plan, Floor Plans, Sections, Elevations	42	\$6,580			42	\$6,580
Presentation Materials: Three (3) Renderings	43	\$6,715			43	\$6,715
City Council Presentation	9	\$1,785			9	\$1,785
Project Management	10	\$1,635	3	\$798	13	\$2,433
Documentation of Process: Designs, Meeting Notes	24	\$3,880			24	\$3,880
	278.5	\$46,038	89	\$19,916	367.5	\$65,954
Reimbursable Expenses						\$2,000
Total						\$67,954

ASSUMPTIONS

The scope of work is limited to the tasks listed above.

Fees include meetings and presentations as shown. Additional meetings will be considered extra services.

Fees include submittals as shown. Additional submittals will be considered extra services. Fees assume a single phase of project documentation.

HOURLY RATES

NOLL & TAM ARCHITECTS

Principal	\$230 - \$240
Associate Principal	\$175 - \$190
Project Manager/ Senior Technical Architect/PM	\$175 - \$185
Senior Technical Staff	\$165 - \$170
Designer	\$135 - \$155
Project Assistant	\$110 - \$120

RHAA

Principal	\$240 - \$255
Senior Associate	\$210 - \$235
Assistant Project Manager	\$180
Associate	\$170 - \$180
Designer	\$135 - \$155
Project Accountant	\$175
Controller	\$200

Reimbursable Expenses

Reproduction, travel outside the Bay Area, renderings, computer models, physical models, postage, messengers, and other usual expenses will be billed at 1.15 times actual cost.

EXPERIENCE

Noll & Tam Architects delivers the full set of services and experience requested by the City of San Rafael. We are known for our skill with library planning and design, and have completed programming, planning, and design for numerous community and recreation centers. In the following pages, we have included representative projects which show the full breadth of services we can provide, and have also included the work of RHAA, who will be a close partner throughout this project.



ANTIOCH COMMUNITY CENTER

LIBRARY EXPERIENCE

Noll & Tam is perhaps best known as library design experts, and will be able to bring our considerable experience in modern library trends to this project. Libraries have greatly expanded their role in the contemporary community. Their mission to promote equal access to knowledge endures, but the last 20 years have brought remarkable changes in its delivery. This is due both to advances in technology and to changing community expectations. Libraries are no longer just a place where you can borrow and read a book. They are the focus of the local community – a place to meet friends and access the Internet with the latest technology, offering expanded reference resources, audio-visual collections, government services, after-school care, homework centers, resources for business, job search resources, literacy programs, genealogy resources, local history, and continuing education.

COMMUNITY CENTER EXPERIENCE

Noll & Tam has considerable experience in the design of both new and renovated community facilities and recreation centers. Our experience has shown us that in order for these facilities to be embraced by their communities, a recreation center must meet the wide-ranging needs of the population it serves, with a move toward multi-generational and flexible spaces that can adapt to changing needs and demographics. Community facilities promote personal connection and can support family bonding, teach youth life skills, and encourage active and healthy participation among all community members. Our goal is always to create a community recreation center that remains relevant into the future, and to think imaginatively about how the new facility will relate to its community and the larger context around it, both physically and culturally.



KEY FEATURES

- COMMUNITY FACILITY
- CONNECTION TO PARK
- NEW LIBRARY
- LEED PLATINUM/ZNE SUSTAINABILITY GOALS
- RHAA AS LANDSCAPE ARCHITECT

PROJECT INFORMATION

Client: City of Hayward
 Location: Hayward, CA
 Dates: Feb 2014 - Sept 2019
 Contact: Sean Reinhart
 Director of Library Services,
 Menlo Park
 (Fmr. Hayward Library Director)
 ssreinhart@menlopark.org
 (510) 432-8245

HAYWARD NEW LIBRARY & COMMUNITY LEARNING CENTER

Noll & Tam Architects is the prime architect for a new three-story library located on an urban site adjacent to the City's main downtown park, this three-story library is an innovative resource for Hayward's diverse community. The library includes expanded classrooms and educational spaces for an adult learning center and a homework center. It is one of the largest Zero Net Energy public libraries in the country and includes a rainwater catchment system that will save and recycle 500,000 gallons of water per year. In terms of design, sustainability, and service delivery, this is truly a 21st Century Library.





KEY FEATURES

- COMMUNITY FACILITY
- INDOOR-OUTDOOR CONNECTION
- LEED GOLD/ZNE SUSTAINABILITY GOALS
- RHAA AS LANDSCAPE ARCHITECT

PROJECT INFORMATION

Client: City of Half Moon Bay
 Location: Half Moon Bay, CA
 Dates: Aug 2015 - Aug 2018
 Contact: Anne-Marie Despain
 Director of Library Services
 San Mateo County Libraries
 despain@smcl.org
 (650) 312-5245

HALF MOON BAY LIBRARY

Noll & Tam worked with the City of Half Moon Bay on the design of a new 22,000-square-foot library that replaced an existing 7,285-square-foot facility. The library, a regional branch of San Mateo County Libraries, is a hub of community activity that caters to all age ranges and diverse user needs. Noll & Tam's design honors the coastal and agricultural roots of the community, while serving current and future technology needs. The library features daylit interior spaces, outdoor reading plazas, acoustically separated areas for teen activities, and a flexible maker space. The library opened to great celebration in August 2018.





KEY FEATURES

- DOWNTOWN LIBRARY
- OCCUPIED RENOVATION
- COMMUNITY FACILITY
- CHILDREN'S SPACES

PROJECT INFORMATION

Location: Napa, CA

Client: County of Napa

Dates: April 2015 - Sept 2017

Contact: Danis Kreimeier
 Director of Library Services &
 Community Outreach
danis.kreimeier@countyofnapa.org
 (707) 253-4242

NAPA COUNTY LIBRARY MAIN BRANCH RENOVATION

Noll & Tam recently completed a project at the Napa Main Branch Library. The \$2.5M remodel addressed administration and circulation areas and paid special attention to the Children's area. We expanded the storytime space and added new lighting and ceiling features to support a "forest of books" theme, introduced by a much-loved existing mural on the wall. A new entry feature creates a welcoming portal into the updated 4,000-square-foot Children's area.





EXISTING WOODLAND LIBRARY

KEY FEATURES

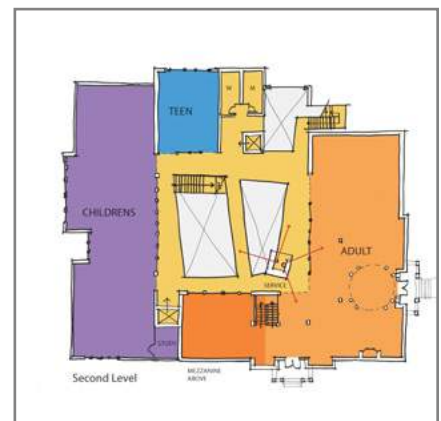
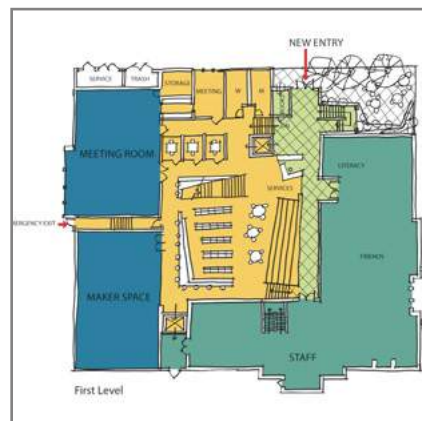
- STUDY
- DOWNTOWN LIBRARY
- HISTORIC BUILDING

PROJECT INFORMATION

Location: Woodland, CA
 Client: City of Woodland
 Dates: Nov 2016 - Sept 2017
 Contact: Greta Galindo
 Library Services Director
 greta.galindo@cityofwoodland.org
 (530) 661-5984

WOODLAND LIBRARY MASTER PLAN

In 2016, Noll & Tam was engaged to develop a Facility Master Plan for the oldest operating Carnegie library in California, the Woodland Library. The last update to the library was almost 30 years ago, and the needs of the staff and community have far outpaced the capacity of the current facility to meet those needs. With the goal of securing support and funding, our Facility Master Plan identifies a range of short- to long-term renovation projects which will provide a road map for the library to implement immediate improvements, while planning for longer-term projects as funding permits. Focused on flexibility, the facility master plan will be a useful management tool into the future, guiding the library's development as its needs change over time.





EXISTING SANTA CRUZ LIBRARY

KEY FEATURES

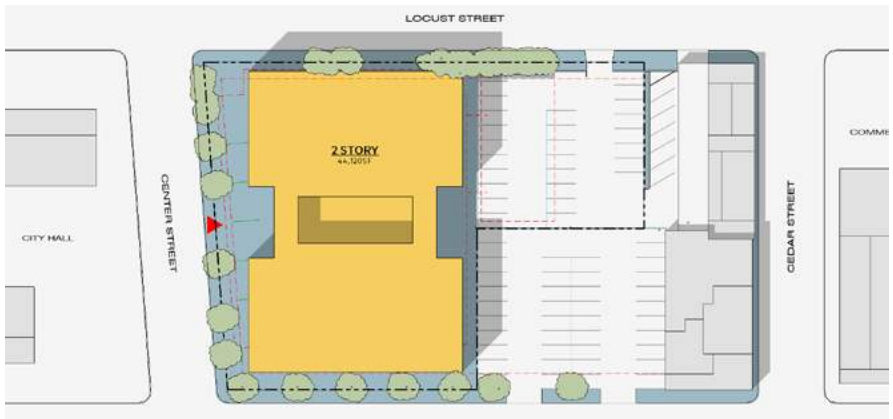
- STUDY
- DOWNTOWN LIBRARY
- SITE EVALUATION
- MULTIPLE OPTIONS

PROJECT INFORMATION

Location: Santa Cruz, CA
 Client: City of Santa Cruz
 Dates: June 2017 - Jan 2018
 Contact: Susan Nemitz
 Library Director
 nemitzs@santacruzpl.org
 (831) 427-7706 ext. 7611

SANTA CRUZ DOWNTOWN LIBRARY STUDY

The City of Santa Cruz hired Noll & Tam to study the options for renovating, rebuilding or moving their Downtown Library, which serves the entire region. The current building is aged, deteriorated, and struggles to provide contemporary services for its community. We evaluated the existing building programmatically and structurally and assessed the cost of renovating it to meet current needs. We also developed site and design criteria which were used to evaluate a number of options for relocation of the library. The new building program we developed with library facilities consultant Penny Hummel will be the foundation when the City determines which option to move forward with.





KEY FEATURES

- NEW CONSTRUCTION
- COMMUNITY CENTER
- MULTI-GENERATIONAL
- COMMUNITY PROCESS

PROJECT INFORMATION

Location: Los Altos, CA

Client: City of Los Altos

Dates: Sept 2017 - current

Contact: Chris Lamm

former Engineering Service
 Manager for City of Los Altos/
 currently at City of Menlo Park
 ctamm@menlopark.org
 (650) 330-6741

LOS ALTOS COMMUNITY CENTER

Noll & Tam designed a new community center to meet the current multi-generational needs of Los Altos. After meetings with the City Council and the Project Task Force, our design for a new 25,000-square-foot building includes spaces for children, teens, and seniors. Flexible spaces indoors and out meet the City's budget, fit into the context and culture of Los Altos, and provide a place that will foster a sense of community now and into the future. The project is currently in construction.





KEY FEATURES

- NEW CONSTRUCTION
- COMMUNITY CENTER WITH LIBRARY
- MULTIPLE CLIENT STAKEHOLDERS

PROJECT INFORMATION

Location: Hayward, CA
 Client: Alameda County GSA
 Dates: Sept 2011 - present
 Contact: Monty Boyd
 Senior Project Manager
 GSA – Capital Programs
 Monty.Boyd@acgov.org
 (510) 272-3753

CHERRYLAND COMMUNITY CENTER

Noll & Tam worked with the Alameda County Redevelopment Agency and Hayward Area Recreation and Park District (HARD) to program and design a new community center in the unincorporated community of Cherryland, a historically underserved area in Alameda County near San Leandro. We explored several site locations and building size options in the concept design phase, with the goal of identifying the best option for the community center. We facilitated multiple community workshops and steering committee meetings that helped to develop a wish list and priorities for the new 18,500 SF center. The project is schedule to complete construction at the end of 2020.





ANTIOCH COMMUNITY CENTER

KEY FEATURES

- COMMUNITY CENTER WITH LIBRARY
- NEW CONSTRUCTION
- FLEXIBLE SPACES
- RHAA AS LANDSCAPE ARCHITECTS

PROJECT INFORMATION

Location: Antioch, CA

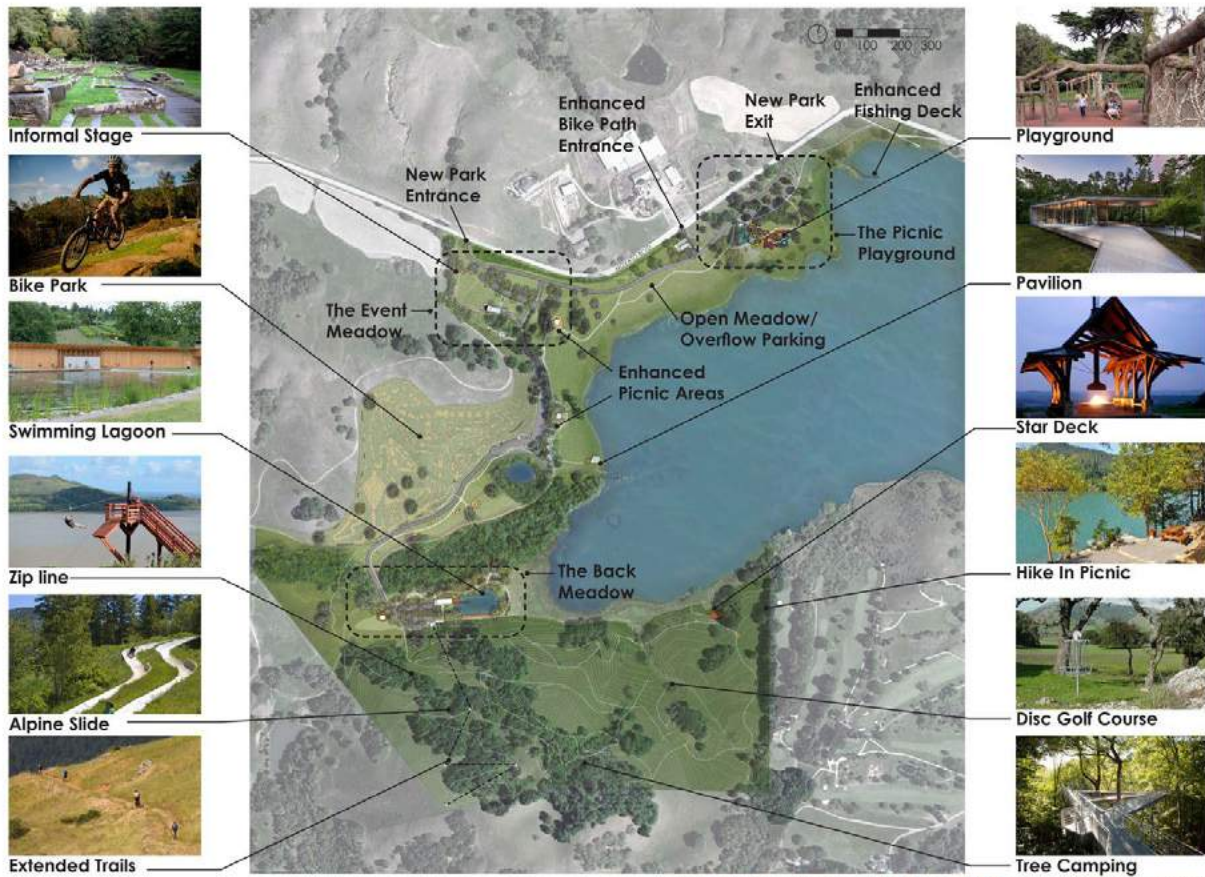
Client: City of Antioch

Dates: Nov 2007 - Nov 2010

Contact: Lonnie Karste
(formerly with City of Antioch)
Principal, Karste Consulting, Inc.
karsteconsult@sbcglobal.net
(925) 382-9467

Noll & Tam was the prime architect for a new 35,000 SF recreation facility in the City of Antioch. Working collaboratively with The Sports Management Group (TSMG), we explored many options for a community building. The multi-use gymnasium is a primary component to the facility and is intended to generate revenue. The program also includes a community hall and classrooms that can be configured into one large room or smaller rooms using operable partitions. The project's goals include taking advantage of indoor-outdoor relationships and incorporating many sustainable features. The building's design features a strong connection to the existing hills and is sited so that the west and east glazing is minimized, and the south entry elevation is properly shaded with sunscreens and trees.





PRELIMINARY MASTER PLAN - OVERVIEW

NOVATO, CALIFORNIA | 139 ACRES

Stafford Lake Master Plan

On behalf of Marin County Parks, RHA A prepared a master plan for Stafford Lake Park, a 139-acre regional park three miles west of Novato. Considered one of the county's flagship facilities, the park features picnic and event space, fishing, open lawn, disc golf, and other recreational facilities. RHA A was tasked with taking a fresh look at the park's visioning, expanding upon the park's inherent qualities while adding programmatic, recreational, and environmental value for the park's growing and evolving demographics. Working with the County, RHA A conducted extensive community outreach to develop a comprehensive master plan that will improve connectivity, expand programmatic opportunities, and explore innovative elements to enhance park users' experience.

Project Timeline:

Completion Date: 12/20/2019

Project Cost:

Construction Cost: \$207,265

Client Reference:

Name: Nancy Peake

Title: Senior Landscape Architect

Company: City and County of Marin

Address: 3501 Civic Center Drive, Rm 417

San Rafael, CA 94903

Email: npeake@marincounty.org



SANTA ROSA, CALIFORNIA | 54,450 SF

Sonoma Academy

RHAA worked with WRNS architects, Sherwood Design Engineers and Integral Group to develop a new Grange building, Theater, and productive teaching gardens and orchard at Sonoma Academy in Santa Rosa, a renowned private college preparatory high school. The 34-acre campus is surrounded by over 1,000 acres of preserved open space at the foot of Taylor Mountain. The new Grange building program includes a flexible indoor-outdoor cafeteria space, maker spaces, and administration offices. The building is a LEED project, a certified Living Building Challenge, and a pilot International WELL Building Institute project. The project has an ecologically designed landscape and green roof and includes productive edible gardens to support learning and health.

Project Timeline:

Design: 2015 — 2016
Construction: 2016 — 2018

Project Cost:

Construction Cost: \$20,237,434
Design Fee: \$1,348,840

Client Reference:

Derise Hogle
Director of Finance & Operations
Sonoma Academy
derise.hogle@sonomaacademy.org
707.636.2462

EXHIBIT B - Revised Budget San Rafael Public Library & Community Center Conceptual Design Study

Project Tasks	Estimated Total Noll & Tam Hours	N&T Fee Per Task	Estimated Total RHAA Hours	RHAA Fee Per Task	tdb fee for Task	Total Hours	Total Fee per Task
Review Documentation & Develop Base Plans	9	\$1,415				9	\$1,415
Preliminary Brainstorming	20	\$3,620	4	\$1,078		24	\$4,698
Preliminary Alternatives	22	\$3,670	32	\$7,040		54	\$10,710
Development of Alternatives	26	\$4,390				26	\$4,390
Development of Selected Alternative	41	\$5,900	40	\$8,360		81	\$14,260
1 Site Visit	2.5	\$498	3	\$710		5.5	\$1,208
4 Meetings with Working Group (2hr virtual mtgs)	24	\$4,760	5.5	\$1,510		29.5	\$6,270
1 Staff workshop (2hr virtual mtgs)	6	\$1,190	1.5	\$421		7.5	\$1,611
Presentation Materials: Site Plan, Floor Plans, Sections, Elevations	42	\$6,580				42	\$6,580
Presentation Materials: Three (3) Renderings	43	\$6,715				43	\$6,715
City Council Presentation	9	\$1,785				9	\$1,785
Conceptual Design Cost Estimate	8	\$1,320			\$12,650	8	\$13,970
Project Management	10	\$1,635	3	\$798		13	\$2,433
Documentation of Process: Designs, Meeting Notes	24	\$3,880				24	\$3,880
	286.5	\$47,358	89	\$19,916		375.5	\$79,924
Reimbursable Expenses							\$2,000
Total							\$81,924

Assumptions

The scope of work is limited to the tasks listed above.

Fees include meetings and presentations as shown. Additional meetings will be considered extra services.

Fees include submittals as shown. Additional submittals will be considered extra services. Fees assume a single phase of project documentation.